

**ORDINANCE #65776**  
**Board Bill No. 314**  
**Committee Substitute**

An ordinance approving a Redevelopment Plan for the 2-32 N. Boyle Avenue 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 22, 2002 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a 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 existence of eminent domain; finding that the property within the Area is occupied, the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of 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 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**, 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 2-32 N. Boyle Avenue Area, dated October 22, 2002, consisting of a Title Page, a Table of Contents Page, and twelve (12) 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 this 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 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 Section 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as 2-32 N. Boyle Avenue 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 22, 2002 ("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 occupied. 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 polices.

**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 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 of 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 there in and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises ("MBE's") and Women's Business Enterprises ("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 MBEs and WBEs 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) Tocooperatewiththoseprograms 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, 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 (51%) ownership. The woman or women must have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

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

**SECTION FOURTEEN.** 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 twenty-five (25) 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.

**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 6145 COLORADO AVENUE AREA  
LEGAL DESCRIPTION

C B 3915 BOYLE AVENUE  
127.19 FT X 108.01 FT  
BK OF CALIFORNIA ADDN  
LOTS 27 N-26 BND N-ALLEY

3915-0-0-0600  
2-32 N. Boyle Avenue

EXHIBIT "B"  
09/10/02

BLIGHTING STUDY AND PLAN  
FOR THE  
2-32 N. BOYLE AVENUE AREA  
PROJECT #9466  
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
OF THE CITY OF ST. LOUIS  
OCTOBER 22, 2002

MAYOR  
FRANCIS G. SLAY

BLIGHTING STUDY AND PLAN FOR  
THE 2-32 N. BOYLE AVE. 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 2-32 N. Boyle Avenue area ("Area") encompasses approximately 0.31 acre(s) in the Central West End neighborhood of the City of St. Louis ("City") and is located on the east side of N. Boyle Avenue with Laclede Avenue to the south and West Pine Boulevard to 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 one parcel of City Block 3915. The Area is in fair 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 10.0% unemployment rate for the City as of June 2002. 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 occupied apartment 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 11.68 persons per acre.

5. CURRENT ZONING

The Area is zoned "H" Area Commercial 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 residential and in fair 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 "C" Multi-Family Dwelling and Neighborhood Commercial District by the City of St. Louis Zoning Code. Redevelopers contracting with 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 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 "C" Multi-Family Dwelling District, "A" Single-Family Dwelling, and "F" Neighborhood Commercial 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 properties shall be developed so they are attractive residential asset to the surrounding

neighborhood.

**b. Urban Design Regulations**

Rehabilitation shall respect the original exterior in terms of design and materials. Window 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, depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. If necessary, sidewalks shall be notched to accommodate the trees.

Ornamental or shade trees should be provided in the front lawns along with evergreen accent shrubs.

Existing, healthy trees 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 PDA 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, PDA 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 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 "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 6145 COLORADO AVENUE AREA  
LEGAL DESCRIPTION**

C B 3915 BOYLE AVENUE  
127.19 FT X 108.01 FT  
BK OF CALIFORNIA ADDN  
LOTS 27 N-26 BND N-ALLEY

3915-0-0-0600  
2-32 N. Boyle Avenue

See attached Exhibits B, C & D

**EXHIBIT "E"**  
**FORM: 05/26/99**

**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 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.

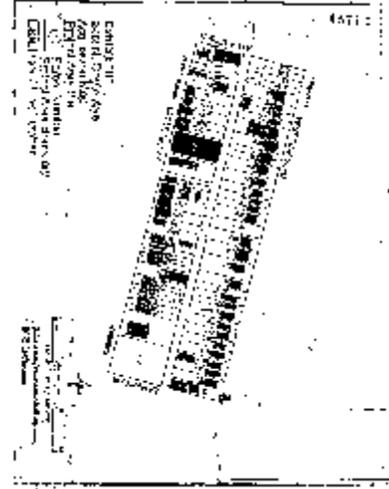
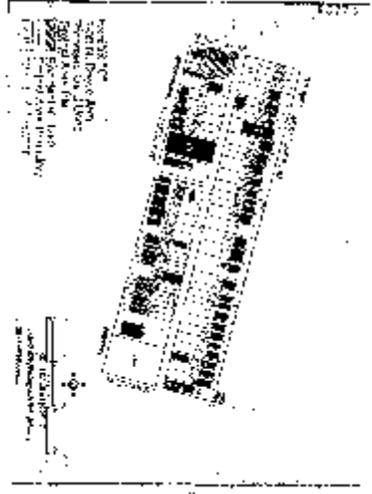
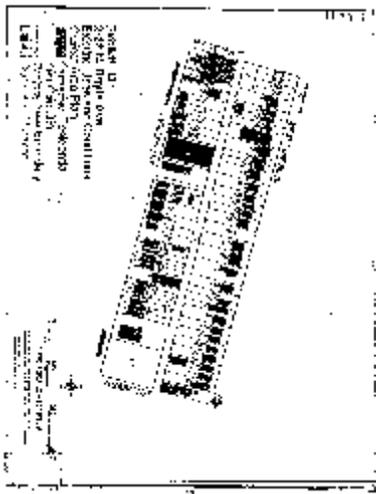
The Redevelopment shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

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 No. 60275 which is codified at Chapter 3.09 of the Revised Ordinances of the City of St. Louis.

**Approved: January 28, 2003**

**ORDINANCE NO. 65776 - EXHIBITS B, C & D**



**ORDINANCE #65777**  
**Board Bill No. 366**

An Ordinance authorizing and directing the Fire Commissioner and Chief, on behalf of the City of St. Louis, to enter into and execute a Grant Agreement with the International Association of Black Professional Fire Fighters under the Federal Emergency Management Agency Assistance to Firefighters Grant Program for a grant to fund a fire prevention program and a juvenile fire-setter awareness/training program, appropriating said funds and authorizing the Fire Commissioner and Chief, upon approval of the Board of Estimate and Apportionment, to expend funds by entering into contracts or otherwise for grant purposes and containing an emergency clause.

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

**SECTION ONE.** The Fire Commissioner and Chief is hereby authorized and directed, on behalf of the City of St. Louis, to enter into and execute a Grant Agreement with the International Association of Black Professional Fire Fighters under the Federal Emergency Management Agency's Assistance to Firefighters Grant Program for a grant to fund a fire prevention and juvenile fire-setter awareness/training program. Said Grant Agreement shall be substantially in words and figures the same as the attached Agreement, which is made part of this Ordinance and is on file in the Register's Office.

**SECTION TWO.** The Fire Commissioner and Chief is hereby authorized and directed, upon approval of the Board of Estimate and Apportionment, to expend the funds, which are hereby appropriated for said purpose, by entering into contracts or otherwise received pursuant to the Grant Agreement, totaling \$15,000, in a manner that is consistent with the provisions of said Agreement, a copy of which is attached hereto and shall become part of the ordinance.

**SECTION THREE.** Emergency Clause. This being an Ordinance for the immediate preservation of public peace, health and safety, it is hereby declared to be an immediate measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this Ordinance shall become effective immediately upon its passage and approval by the Mayor.

**Approved: January 28, 2003**

**ORDINANCE #65778**  
**Board Bill No. 377**

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel on Harper from Grand eastwardly 120 feet to a point, said point being the west line of the north/south alleys in City Blocks 1925 and 1926 in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

**SECTION ONE:** The public surface rights of vehicle, equestrian and pedestrian travel, between the rights-of-way of:

A tract of land being all of that part of Harper Street, 60 feet wide, east of Grand Avenue and west of an alley, north of City Block 1925 and south of City Block 1926 of the City of St. Louis, Missouri; said being more particularly described as follows:

Beginning at the southmost corner of Lot 20 in City Block 1926, said point being on the western line of a 15 foot wide alley; thence south 30 degrees 14 minutes 20 seconds west a distance of 60 feet to the eastmost corner of City Block 1925; thence north 59 degrees 51 minutes west a distance of 120.00 feet to the northmost corner of said Lot 21 in City Block 1925, said point being on the eastern line of Grand Avenue; thence northerly, along the prolongation of said eastern line, north 30 degrees 14 minutes 20 seconds east a distance of 60.00 feet to the westernmost corner of said Lot 20 in City Block 1926; thence along the southern line of said lot, south 59 degrees 51 minutes east a distance of 120.00 feet to the point of beginning and containing 7,200 square feet more or less.

are, upon the conditions hereinafter set out, vacated.

**SECTION TWO:** Vacation petitioned by Arch Energy, L.C. and Larry T. and Eufabya A. McFadden. Area will be used to expand Mobil Convenience and Gas Service Station, 3710 N. Grand at Natural Bridge.

**SECTION THREE:** All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated street, are reserved to the City of St. Louis for the public including present and future uses of utilities, governmental service entities and franchise holders, except such rights as are specifically abandoned or released herein.

**SECTION FOUR:** The owners of the land may, at their election and expense remove the surface pavement of said so vacated street provided however, all utilities within the rights-of-way shall not be disturbed or impaired and such work shall be accomplished upon proper City permits.

**SECTION FIVE:** The City, utilities, governmental service entities and franchise holders shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or planning of existing or future facilities, being careful not to disrupt or disturb the owners interests more than is reasonably required.

**SECTION SIX:** The owners shall not place any improvement upon, over or in the land traversed by the rights-of-way without a lawful permit from the City and written consent of the utilities, governmental service entities and franchiseholders, present or future; and such consent together with the terms and conditions thereof shall be filed in writing with the Board of Public Service and approved by such Board prior to the undertaking of any such construction concerning the rights-of-way.

**SECTION SEVEN:** The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

**SECTION EIGHT:** In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified and it in turn will remove said curbing or cobblestones at the current removal price.

**SECTION NINE:** This ordinance shall be ineffective unless within sixty (60) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed one hundred twenty (120) days from approval or override, the owners of the land subservient to the rights-of-way concerned shall deposit a sum with the Comptroller of the City of St. Louis for the use and benefit of the City Water Division estimated by said Division to be sufficient to cover the full expense of removal and relocation of Water facilities, if any; further, such owner or owners shall within said time deposit an additional sum of money with the Comptroller of the City of St. Louis for the use and benefit of the City Traffic and Transportation Division estimated by said Division to be sufficient to cover the full expense of removal of all lighting facilities, if any; upon such deposit being made to the benefit of the Water Division and the Traffic and Transportation Division, they shall proceed as is reasonably expedient to accomplish all work required and all useful access and occupation shall be accorded, further, such owner or owners shall within said time, deposit an additional sum with the Comptroller of the City of St. Louis estimated by the said Board as sufficient to defray the expenses required for the adjustment of the City's streets including curbs, sidewalks, driveways, roadway drainage connections and inlets, grading, paving sidewalks and roadways and road signage; provided further that said owners shall, under direction of the Director of Streets of the City of St. Louis, accomplish the aforesaid adjustments, at their own expense, but in the event said owners fail to accomplish such within allowable time, according to the direction of the Director, the Director shall cause the same to be performed and upon his certification of expenses, the Comptroller shall appropriate said deposit, or so much thereof as required to defray such expenses to the City or others; no claims or demands whatever arising out of such vacation or adjustment shall be made or prosecuted by owners, their heirs, successors or assigns; and the Comptroller after determining the total cost of the foregoing to the City shall return any unexpended part of said deposits to the owner or owners.

**SECTION TEN:** An affidavit stating that all of the conditions of this ordinance have been/will be fulfilled and/or complied with must be submitted to the Board of Public Service for acceptance 365 days (1 year) from the date of the signing and approval of this ordinance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

**Approved: January 28, 2003**

**ORDINANCE #65779**  
**Board Bill No. 95**  
**Floor Substitute**

An ordinance providing for additional court costs of twenty dollars (\$20.00) per each for municipal ordinance violation case filed before a municipal division judge or associate circuit judge; providing that such costs shall be collected by the Clerk of the City Courts, and deposited into the City treasury monthly; containing exceptions.

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

**SECTION ONE.** Pursuant to the authority of Senate Bill No. 267 of the 91st General Assembly, there is hereby established and assessed an additional court cost of twenty dollars (\$20.00) per municipal ordinance violation case filed before a municipal division judge or associate circuit judge. The cost shall be collected by the Clerk of the City Courts and the Clerk shall pay said funds into the City treasury monthly.

**SECTION TWO.** The said additional court costs shall be assessed and collected beginning the first day of the month following the effective date of this ordinance.

**SECTION THREE.** The judge may waive the assessment of the cost in those cases where the defendant is found by the judge to be indigent and unable to pay the cost.

**SECTION FOUR.** The provisions of Section One of this ordinance shall not apply to parking tickets processed through the Traffic Violation Bureau.

**Approved: January 28, 2003**

**ORDINANCE #65780**  
**Board Bill No. 365**

An ordinance authorizing and directing the Street Commissioner to take all necessary actions to honorarily designate the 5400 Block of Elizabeth Avenue as "Hall of Fame Place".

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

**SECTION ONE.** Pursuant to the provisions of Ordinance 65233, the 5400 Block of Elizabeth Avenue shall hereafter be honorarily designated as "Hall of Fame Place". The Director of Streets shall erect an honorary street-name sign at the northeast corner of Elizabeth Avenue and Macklind Avenue, which sign shall read "Hall of Fame Place".

**Approved: February 10, 2003**

**ORDINANCE #65781**  
**Board Bill No. 67**  
**Floor Substitute**

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND COMPTROLLER OF THE CITY OF ST. LOUIS (THE "CITY") AND THE EXECUTIVE DIRECTOR OF THE PORT AUTHORITY OF THE CITY OF ST. LOUIS (THE "PORT AUTHORITY") TO EXECUTE AND DELIVER ON BEHALF OF THE CITY AND THE PORT AUTHORITY AN EXCHANGE AGREEMENT SUBSTANTIALLY IN THE FORM ATTACHED AS EXHIBIT A AND INCORPORATED HEREIN (THE "EXCHANGE AGREEMENT") WITH RESPECT TO AN EXCHANGE OF PROPERTIES AND REAL ESTATE INTERESTS DESCRIBED IN EXHIBITS C AND D ATTACHED, BY AND BETWEEN THE CITY, THE PORT AUTHORITY, THE LAND REUTILIZATION AUTHORITY OF THE CITY OF ST. LOUIS (THE "LRA") AND TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS, A MISSOURI CORPORATION (THE "RAILROAD"); AUTHORIZING AND DIRECTING THE MAYOR AND COMPTROLLER OF THE CITY TO EXECUTE AND DELIVER ON BEHALF OF THE CITY AN OPERATING AGREEMENT SUBSTANTIALLY IN THE FORM ATTACHED AS EXHIBIT B AND INCORPORATED HEREIN (THE "OPERATING AGREEMENT") TO REPLACE ORDINANCE NO. 63855 AND BOARD OF PUBLIC SERVICE PERMITS 8600 AND 8602 UNDER WHICH THE RAILROAD OPERATES THROUGH, OVER, ABOVE AND ACROSS CERTAIN PUBLIC RIGHTS OF WAY, DESCRIBED IN MORE DETAIL IN THE OPERATING AGREEMENT, BY AND BETWEEN THE CITY AND THE RAILROAD; APPROVING THE FORM OF SUCH EXCHANGE AGREEMENT AND OPERATING AGREEMENT; CONSENTING TO THE EXECUTION AND DELIVERY OF THE EXCHANGE AGREEMENT AND/OR THE OPERATING AGREEMENT AND THE EXECUTION, DELIVERY AND RECORDATION OF THE OTHER DOCUMENTS CONTEMPLATED THEREIN; AUTHORIZING SUCH FURTHER ACTIONS AS MAY BE REQUIRED IN CONNECTION WITH THE CONTEMPLATED TRANSACTIONS; AND CONTAINING AN EMERGENCY CLAUSE.

**WHEREAS**, the Railroad and the City, the Port Authority, and the LRA desire to exchange certain properties and railroad trackage located in the City of St. Louis, as generally listed under Exhibit C (List of Properties) and further shown in Exhibit D (Map), the result being that the City, the Port Authority and the LRA will acquire land for development and other public purposes and the Railroad will acquire land, certain easements and railroad trackage for railroad purposes, all as described in further detail in the Exchange Agreement and the Operating Agreement; and

**WHEREAS**, in particular, the City and the Port Authority, together with the LRA, desire to enter in the Exchange Agreement with the Railroad to effectuate the contemplated exchange; and

**WHEREAS**, in particular, the City desires to enter in the Operating Agreement with the Railroad to replace Ordinance 63855 and Board of Public Service Permits 8600 and 8602 and to effectuate the contemplated easements and increases in the annual fee paid by the Railroad to the City, as described in more detail therein; and

**WHEREAS**, the City has determined that the contemplated exchange and easements, together with the annual fee increase, will result in enhanced public safety and increased economic benefits to the citizens of the City resulting in furtherance of the City's and the Port Authority's goals, objectives and policies.

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

**SECTION ONE. Authorization of Documents.** The City and the Port Authority are hereby authorized to enter into an Exchange Agreement (the "Exchange Agreement") in substantially the form attached hereto as Exhibit A with respect to the properties described on Exhibits C and D attached hereto, all of which exhibits are incorporated herein by this reference, with such changes in the Exchange Agreement as shall be approved by the Mayor and Comptroller, upon the advice of the City Counselor of the City, and the Executive Director of the Port Authority executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof; and the Exchange Agreement, together with such other documents as may be contemplated thereby or referred to therein, are collectively referred to herein as the "Exchange Documents." The City is hereby authorized to enter into an Operating Agreement (the "Operating Agreement") in substantially the form attached hereto as Exhibit

B and hereby made a part of this Ordinance, with such changes therein as shall be approved by the Mayor and Comptroller, upon the advice of the City Counselor of the City, executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof; and the Operating Agreement, together with such other documents as may be contemplated thereby or referred to therein, are collectively referred to herein as the "**Operating Documents.**" The Exchange Documents and the Operating Documents are collectively referred to as the "**Transaction Documents.**"

**SECTION TWO. Further Authority.** The City and the Port Authority shall, and the officers, aldermen, officials, agents and employees of the City and the Port Authority are hereby authorized and directed to take such further action, accept such deeds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City and the Port Authority with respect to the Transaction Documents. The signatures of the Executive Director of the Port Authority, the Mayor and the Comptroller thereon, and the City Counselor's approval as to form, being conclusive evidence of such officers' approval thereof.

**SECTION THREE. No Conflicts.** All provisions of other ordinances of the City which are in conflict with this Ordinance shall be of no force or effect as to the agreements, documents, and instruments approved and/or authorized by this Ordinance.

**SECTION FOUR. Severability.** If any provision of this Ordinance shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because of conflicts with any provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

**SECTION FIVE. Emergency Clause.** Passage of this Ordinance being deemed necessary for the immediate preservation of the health and welfare of the residents of the City of St. Louis, it 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 shall become effective immediately upon its passage and approval by the Mayor.

## EXHIBIT A

### EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT (the "**Agreement**") is made by and between THE CITY OF ST. LOUIS, MISSOURI (the "**City**"), CITY OF ST. LOUIS PORT AUTHORITY (the "**Port Authority**"), CITY OF ST. LOUIS LAND REUTILIZATION AUTHORITY (the "**LRA**") (the City of St. Louis, the Port Authority and the LRA are collectively referred to herein as the "**Non-Railroad Parties**") and TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS, a Missouri corporation (the "**Railroad**"), effective as of the date by which all parties have duly executed this Agreement, as set forth below (the "**Effective Date**").

#### WITNESSETH:

**WHEREAS**, the City is the owner of certain parcels of real estate located in the City of St. Louis and State of Missouri, as generally described on Exhibit A-1 attached hereto and incorporated herein by reference (collectively, the "**Fee Property**"); and

**WHEREAS**, the City is the owner of certain rights of way located in the City of St. Louis and State of Missouri, as generally described on Exhibit A-2 attached hereto and incorporated herein by reference, and which property was conveyed to the City by the Railroad pursuant to Ordinance No. 29617, dated April 17, 1917, of the City of St. Louis, State of Missouri (collectively, the "**Rights of Way**"); and

**WHEREAS**, the Non-Railroad Parties are the owners of certain parcels of real estate located in the City of St. Louis and State of Missouri on which street-level trackage used by the Railroad is located and which are generally described on Exhibit A-3 attached hereto and incorporated herein by reference (collectively, the "**Non-Elevated Easement Property**"), with the respective ownership interests of each party being identified on said exhibit; and

**WHEREAS**, the City and the Port Authority are the owners of certain parcels of real estate located in the City of St. Louis on which elevated trackage used by the Railroad is located and which are generally shown on Exhibit A-4 attached hereto and incorporated herein by reference (collectively, the "**Elevated Easement Property**"; the Non-Elevated Easement Property and the Elevated Easement Property being collectively referred to herein as the "**Easement Property**"), with the respective ownership interests of each party being identified on said exhibit; and

**WHEREAS**, the City is the owner of certain trackage and related appurtenances located on, and/or affixed to, the real estate generally described on Exhibit A-5 attached hereto and incorporated herein by reference and which property was conveyed to the City by the Railroad pursuant to Ordinance No. 29617, dated April 17, 1917, of the City of St. Louis, Missouri (collectively, the "**Trackage**"); and

**WHEREAS**, the Non-Railroad Parties are the owners of the underlying fee title interest in certain streets, public rights of way, easements, roads and alleys, described on Exhibit A-6 attached hereto and incorporated herein by reference (the "**Underlying Fee Interests**"), with the respective ownership interests of each party being identified on said exhibit; and

**WHEREAS**, the Railroad, or an affiliate of the Railroad controlled by the Railroad, is the owner of certain parcels of real estate located in the City of St. Louis and State of Missouri, as more particularly described on Exhibit B-1 and Exhibit B-2 attached hereto and incorporated herein by reference (collectively, the “**Railroad Property**”); and

**WHEREAS**, the Railroad desires to acquire, and the City desires to convey, the Fee Property and the Trackage; and

**WHEREAS**, the Non-Railroad Parties desire to acquire and the Railroad desires to convey to the Non-Railroad Parties the Railroad Property, with that portion of the Railroad Property being described in Exhibit B-2 being subject to the reservation of an elevated easement for railroad purposes; and

**WHEREAS**, the Railroad desires to acquire and the Non-Railroad Parties desire to convey perpetual, exclusive easements in, on, over, under, above and across the Non-Elevated Easement Property for any and all railroad purposes (collectively, the “**Non-Elevated Easement**”), with the City reserving or being granted, as the case may be, the right to use certain roads located thereon and airspace thereover; and

**WHEREAS**, the Railroad desires to acquire and the City and the Port Authority desire to convey perpetual easements in, on, over, under, above and across the Elevated Easement Property for any and all railroad purposes (collectively, the “**Elevated Easement**”), which shall be exclusive as to those areas shown in [enter color] on Exhibit A-4 (the “**Trestle Base Areas**”) and which shall be exclusive as to the airspace of the balance of the Elevated Easement Property shown in [enter color] on Exhibit A-4 (the “**Trestle Elevated Areas**”) commencing at \_\_\_\_\_ feet above mean sea level and non-exclusive as to the balance of the Trestle Elevated Areas below said level; and

**WHEREAS**, as used herein, shall refer to the Non-Elevated Easement and the Elevated Easement; and

**WHEREAS**, the Railroad and the Non-Railroad Parties desire to exchange the Fee Property, Rights of Way, the Underlying Fee Interests, the Easements and the Trackage for the Railroad Property, on the terms and conditions herein set forth (the “**Exchange Transaction**”);

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants of the parties hereinafter expressed, it is hereby agreed as follows:

1. **Agreement to Exchange and Convey.** In accordance with and subject to the terms and conditions hereof, on the date of Closing (as hereinafter defined), the Non-Railroad Parties agree to convey to the Railroad, and the Railroad agrees to acquire from the Non-Railroad Parties, the Underlying Fee Interests, the Fee Property, Rights of Way, the Easements and the Trackage. In accordance with and subject to the terms and conditions hereof, on the date of Closing, the Railroad agrees to convey to the Non-Railroad Parties, and the Non-Railroad Parties agree to acquire from the Railroad, the Railroad Property.

2. **Escrow Agent.** The escrow agent handling the Closing shall be Abstar Title Company (the “**Escrow Agent**”).

3. **Remedies.** If the Exchange Transaction is not closed by the date fixed therefor (or any extension date mutually agreed to by the parties in writing) owing to failure of satisfaction of a condition precedent to the City’s obligations, neither party shall have any further liability hereunder. If the Exchange Transaction is not closed by the date fixed therefor (or any extension date mutually agreed to by the parties in writing) owing to failure of satisfaction of a condition precedent to the Railroad’s obligations, neither party shall have any further liability hereunder. If the Exchange Transaction is not closed by the date fixed therefor (or any such extension date) owing to failure of performance by any of the Non-Railroad Parties, the Railroad shall be entitled to exercise all rights or remedies at law or in equity, including, without limitation, specific performance. If the Exchange Transaction is not closed by the date fixed therefor (or any such extension date) owing to failure of performance by the Railroad, the Non-Railroad Parties shall be entitled to exercise all rights or remedies at law or in equity, including, without limitation, specific performance.

4. **Adjustments.** The following items shall be credited, debited and otherwise adjusted, and the resulting calculation shall be reflected on closing statements at Closing between the parties, which closing statements shall show any amounts payable at Closing hereunder (where appropriate, such adjustments shall be made on the basis of an actual year of 365 days): (a) general property taxes (state, county, municipal, school and fire district) for the then current tax fiscal year with respect to the Railroad Property, the Fee Property, Rights of Way and Underlying Fee Interests not being subject to taxation prior to Closing (in addition, if not fully paid prior to Closing, all taxes for years prior to the current tax fiscal year); (b) special taxes or assessments, if any, with respect to the Fee Property, Rights of Way and the Railroad Property assessed or becoming a lien prior to the date of Closing (all of which shall be deemed due and payable in full as of Closing); and (c) fuel, electricity, water, sewer, gas, electric, telephone and other utility charges with respect to the Fee Property, Rights of Way and the Railroad Property. In the event on the date of Closing, the precise figures necessary for any of the foregoing adjustments are not capable of determination, the adjustments shall be made on the basis of good faith estimates of the parties, and such adjustments shall be final and binding on the parties.

5. **Incidental Costs and Expenses.** The Railroad shall pay all recording fees and costs, all survey costs, all title commitment and title insurance premiums, all mortgage taxes or intangible taxes, and all transfer taxes or revenue stamps incidental to the recordation of the deed, any mortgage, or otherwise, and all escrow fees, if any, charged by the Escrow Agent with respect to the Fee Property, Rights of Way, the Underlying Fee Interests, Easements and Railroad Property. Except as otherwise expressly provided in this Agreement, the Railroad and each of the Non-Railroad Parties shall pay their own respective costs and expenses, including attorneys’ fees, incidental to this Agreement and the transactions contemplated hereby.

6. Possession. The Non-Railroad Parties shall transfer possession of the Fee Property, Rights of Way, the Underlying Fee Interests, the Easements and the Trackage to the Railroad, and the Railroad shall transfer possession of the Railroad Property to the City, at 12:01 p.m. on the date of Closing.

7. Closing. The closing (the “**Closing**”) of the transactions contemplated hereby shall be on the date which is 60 days after the Effective Date. The Closing shall take place at the offices of the Escrow Agent.

8. Documents at Closing. On the date of Closing, the following parties shall take the following acts and make the following deliveries:

(a) Each Non-Railroad Party, as applicable, shall execute and deliver to the Railroad:

(i) Special Warranty Deeds transferring and conveying to the Railroad (or, in whole or in part, to an affiliate of the Railroad, as designated by the Railroad) fee simple title to the Fee Property, subject only to the applicable Fee Permitted Exceptions (as hereinafter defined), which deeds shall be in the form attached hereto as Exhibit C and incorporated herein by reference (with any such changes as may be necessary to put the same in recordable form); and

(ii) Special Warranty Deeds transferring and conveying to the Railroad all of the City’s right, title and interest in the Rights of Way, subject only to the applicable ROW Permitted Exceptions (as hereinafter defined), which deeds shall be in the form attached hereto as Exhibit D and incorporated herein by reference (with any such changes as may be necessary to put the same in recordable form); and

(iii) Quit Claim Deeds transferring and conveying to the Railroad all of the Non-Railroad Parties’ right, title and interest to the Underlying Fee Interests, subject only to the applicable UFI Exceptions (as hereinafter defined), which Deeds shall be in the form attached hereto as Exhibit E and incorporated herein by reference (with any such changes as may be necessary to put the same in recordable form); and

(iv) Easements granting to the Railroad the Non-Elevated Easements, subject only to (A) a reservation or grant, as the case may be, in favor of the City and its officials, agents, employees, and contractors for access to certain roads, (B) a reservation or grant, as the case may be, in favor of the City and its officials, agents, employees, and contractors for the use of the airspace over certain areas to accommodate a future bridge over the Mississippi River connecting I-70 and I-64 and (C) the applicable Easement Permitted Exceptions (as hereinafter defined), which easements shall be in form attached hereto as Exhibit F (with any such changes as may be necessary to put the same in recordable form); and

(v) Easements granting to the Railroad the Elevated Easements, subject only to the applicable Easement Permitted Exceptions (as hereinafter defined), which easements shall be in form attached hereto as Exhibit G (with any such changes as may be necessary to put the same in recordable form); and

(vi) Fixture Bill(s) of Sale transferring and conveying to the Railroad title to the Trackage, in the form attached hereto as Exhibit H (with any such changes as may be necessary to put the same in recordable form); and

(vii) Standard-form Seller’s Title Affidavit(s), against mechanic’s liens and against parties-in-possession, and such other documents from any of the Non-Railroad Parties or third parties as may be reasonably required by the Title Company (as hereinafter defined), on forms customarily used by title insurance companies, in order to issue the policies of title insurance described in Section 12 hereof; and

(viii) Affidavits from each of the Non-Railroad Parties, in form satisfactory to the Railroad and said Non-Railroad Party, affirming that said Non-Railroad Party is not a foreign person under the Foreign Investment in Real Property Tax Act of 1980, as amended, and that no taxes or withholding shall be assessed or applied to the Railroad in connection with the Closing and the transactions contemplated hereby; and

(b) The Railroad shall execute and deliver to the LRA on behalf of the applicable Non-Railroad Parties:

(i) Special Warranty Deeds transferring and conveying to the LRA fee simple title to all the Railroad Property (with the exception of Railroad Property located in City Block 418 which shall be transferred by such Special Warranty Deed directly to the City of St. Louis as directed in this section), subject to the lien of general real estate taxes for the then current tax fiscal year and the other applicable Railroad Permitted Exceptions (as hereinafter defined), which deeds shall be in the form is attached hereto as Exhibit C (with any such changes as may be necessary to put the same in recordable form), except that the portion of the Railroad Property described in Exhibit B-2 shall be subject to an elevated easement for railroad purposes and to that the end the deed(s) conveying the same shall contain the reservation language set forth in Exhibit I attached hereto and incorporated herein by reference; and

(ii) Standard-form Seller’s Title Affidavit(s), against mechanic’s liens and against parties-in-possession, and such other documents from the Railroad or third parties as may be reasonably required by the

Title Company, on forms customarily used by title insurance companies, in order to issue the policies of title insurance described in Section 11 hereof; and

(iii) An affidavit from the Railroad, in form satisfactory to the Non-Railroad Parties and the Railroad, affirming that the Railroad is not a foreign person under the Foreign Investment in Real Property Tax Act of 1980, as amended, and that no taxes or withholding shall be assessed or applied to the Non-Railroad Parties in connection with the Closing and the transactions contemplated hereby; and

(c) The Railroad and each of the Non-Railroad Parties shall execute and deliver to one another counterpart originals of closing statements verifying the adjustments.

9. The Representations and Warranties of the Non-Railroad Parties.

(a) In order to induce the Railroad to acquire the Fee Property, Rights of Way, the Easements, the Underlying Fee Interests and the Trackage and participate in the Exchange Transaction, the City makes the following representations and warranties, each of which representations and warranties is true and correct on the Effective Date and will be true and correct on (and restated as of) the date of Closing, and each of which shall survive the Closing and the sale contemplated hereby:

(i) The City is duly authorized to execute, deliver and perform this Agreement and all documents and instruments and transactions contemplated hereby or incidental hereto.

(ii) There are no tenancies or occupancies affecting the Fee Property and the Rights of Way or persons in possession of any part thereof, except \_\_\_\_\_, a copy of which has been provided to the Railroad.

(iii) There are no service, supply, maintenance, leasing or management agreements affecting the Fee Property, Rights of Way, that portion of the Easement Property owned and/or controlled by the City or the operation of any part thereof, which will not be canceled by the City on or prior to Closing.

(iv) To the best of the actual knowledge of the City, there are no pollutants, contaminants or other substances, hazardous or otherwise, which are or may be on or beneath the Fee Property in violation of any law or regulation of any local, state or federal government or agency thereof.

(v) To the best of the actual knowledge of the City, there are no pollutants, contaminants or other substances, hazardous or otherwise, which are or may be on or beneath that portion of the Easement Property owned and/or controlled by the City in violation of any law or regulation of any local, state or federal government or agency thereof.

(vi) To the best of the actual knowledge of the City, there are no pollutants, contaminants or other substances, hazardous or otherwise, which are or may be on or beneath those parcels of property described on Exhibit A-6 as owned by the City in violation of any law or regulation of any local, state or federal government or agency thereof.

(vi) To the best of the actual knowledge of the City, there are no pollutants, contaminants or other substances, hazardous or otherwise, which are or may be on or beneath the Rights of Way in violation of any law or regulation of any local, state or federal government or agency thereof.

(vii) The Trackage is owned by the City of St. Louis free and clear of all liens, encumbrances and security interests.

(viii) The City has not dealt with any broker, finder or other person in connection with the offering, sale or negotiation of the sale of the Fee Property, Rights of Way, the Easements, the Underlying Fee Interests, and/or the Railroad Property in any manner that might give rise to any claim for commission against the Railroad or any lien against the Fee Property, Rights of Way, the Easements, the Underlying Fee Interests and/or the Railroad Property.

(ix) There are no taxes assessed against or due with respect to the Fee Property, Rights of Way or the Easement Property or the Underlying Fee Interests.

(b) In order to induce the Railroad to acquire the Fee Property, Rights of Way, the Easements, the Underlying Fee Interests and the Trackage and participate in the Exchange Transaction, the Port Authority makes the following representations and warranties, each of which representations and warranties is true and correct on the Effective Date and will be true and correct on (and restated as of) the date of Closing, and each of which shall survive the Closing and the sale contemplated hereby:

(i) The Port Authority is duly authorized to execute, deliver and perform this Agreement and all documents and instruments and transactions contemplated hereby or incidental hereto.

(ii) There are no service, supply, maintenance, leasing or management agreements affecting that

portion of the Easement Property owned and/or controlled by the Port Authority or the operation of any part thereof, which will not be canceled by the Port Authority on or prior to Closing.

(iii) To the best of the actual knowledge of the Port Authority, there are no pollutants, contaminants or other substances, hazardous or otherwise, which are or may be on or beneath that portion of the Easement Property owned and/or controlled by the Port Authority in violation of any law or regulation of any local, state or federal government or agency thereof.

(iv) To the best of the actual knowledge of the Port Authority, there are no pollutants, contaminants or other substances, hazardous or otherwise, which are or may be on or beneath those parcels of property described on Exhibit A-6 as owned and/or controlled by the Port Authority in violation of any law or regulation of any local, state or federal government or agency thereof.

(v) The Port Authority has not dealt with any broker, finder or other person in connection with the offering, sale or negotiation of the sale of the Fee Property, Rights of Way, the Easements, the Underlying Fee Interests, and/or the Railroad Property in any manner that might give rise to any claim for commission against the Railroad or any lien against the Fee Property, Rights of Way, the Easements, the Underlying Fee Interests and/or the Railroad Property.

(vi) There are no taxes assessed against or due with respect to the Easement Property or the Underlying Fee Interests owned and/or controlled by the Port Authority.

(c) In order to induce the Railroad to acquire the Fee Property, Rights of Way, the Easements, the Underlying Fee Interests and the Trackage and participate in the Exchange Transaction, the LRA makes the following representations and warranties, each of which representations and warranties is true and correct on the Effective Date and will be true and correct on (and restated as of) the date of Closing, and each of which shall survive the Closing and the sale contemplated hereby:

(i) The LRA is duly authorized to execute, deliver and perform this Agreement and all documents and instruments and transactions contemplated hereby or incidental hereto.

(ii) There are no service, supply, maintenance, leasing or management agreements affecting that portion of the Easement Property owned by the LRA or the operation of any part thereof, which will not be canceled by the LRA on or prior to Closing.

(iii) To the best of the actual knowledge of the LRA, there are no pollutants, contaminants or other substances, hazardous or otherwise, which are or may be on or beneath that portion of the Easement Property owned by the LRA in violation of any law or regulation of any local, state or federal government or agency thereof.

(iv) To the best of the actual knowledge of the City, there are no pollutants, contaminants or other substances, hazardous or otherwise, which are or may be on or beneath those parcels of the property described on Exhibit A-6 as owned by the LRA in violation of any law or regulation of any local, state or federal government or agency thereof.

(v) The LRA has not dealt with any broker, finder or other person in connection with the offering, sale or negotiation of the sale of the Fee Property, Rights of Way, the Easements, the Underlying Fee Interests, and/or the Railroad Property in any manner that might give rise to any claim for commission against the Railroad or any lien against the Fee Property, Rights of Way, the Easements, the Underlying Fee Interests and/or the Railroad Property.

(vi) There are no taxes assessed against or due with respect to the Fee Property, Rights of Way or the Easement Property or the Underlying Fee Interests owned and/or controlled by the LRA.

10. The Railroad's Representations and Warranties. In order to induce the Non-Railroad Parties to acquire the Railroad Property and participate in the Exchange Transaction, the Railroad makes the following representations and warranties, each of which representations and warranties is true and correct on the Effective Date and will be true and correct on (and restated as of) the date of Closing, and each of which shall survive the Closing and the sale contemplated hereby:

(a) The Railroad is a corporation duly organized, validly existing and in good standing under the laws of Missouri, and is authorized to transact business in the State of Missouri, and the Railroad is duly authorized to execute, deliver and perform this Agreement and all documents and instruments and transactions contemplated hereby or incidental hereto.

(b) There are no tenancies or occupancies affecting the Railroad Property or persons in possession of any part thereof.

(c) There are no service, supply, maintenance, leasing or management agreements affecting the Railroad Property or the operation of any part thereof, which will not be canceled by the Railroad on or prior to Closing.

(d) To the best of the actual knowledge of the Railroad, there are no pollutants, contaminants or other substances,

hazardous or otherwise, on or beneath the surface of the Railroad Property, which are or may be on or beneath the Railroad Property in violation of any law or regulation of any local, state or federal government or agency thereof.

(e) The Railroad has not dealt with any broker, finder or other person in connection with the offering, sale or negotiation of the sale of the Fee Property, Rights of Way and/or the Railroad Property in any manner that might give rise to any claim for commission against the Railroad or any lien against the Fee Property and/or the Railroad Property.

11. The City's Conditions. The obligations of the City to consummate the transactions provided for in this Agreement shall be subject to the satisfaction of each of the following conditions (as satisfactory to the City, in its sole and absolute discretion) on or before the date of Closing (or earlier, if so specified), subject to the rights of the City to waive any one or more of such conditions:

(a) The Railroad shall have obtained a commitment in favor of the City for an ALTA Form B Owner's Policy of Title Insurance from Abstar Title Company (the "**Title Company**") with respect to the Railroad Property, with affirmative endorsements in such forms as the City shall require in its reasonable discretion (the "**Railroad Endorsements**"), within 30 days after the Effective Date. The City shall have reviewed and approved (as satisfactory to the City, in its discretion) in writing the terms of the commitment, the Railroad Endorsements, the utility easements of record and, if any, such additional exceptions as may be disclosed thereon. The City agrees to review and approve the commitment, the Railroad Endorsements, the utility easements of record and such additional exceptions (or disapprove the same and thereby terminate this Agreement) on or before the date 45 days after the Effective Date (and upon such approval, the exceptions disclosed thereon shall constitute "**Railroad Permitted Exceptions**" hereunder, other than the standard preprinted exceptions and any deeds of trust, mortgages, security agreements or other liens, all of which the Railroad shall cause to be removed and deleted at or prior to Closing).

(b) The City shall have reviewed and approved (as satisfactory to the City, in its discretion) an updated, "as-built" survey of the Railroad Property. The Railroad shall have obtained and provided to City such survey within 30 days after the Effective Date. The City agrees to review and approve the updated "as-built" survey (or disapprove the same and thereby terminate this Agreement) on or before the date 45 days after the Effective Date.

(c) The City, at the City's expense, shall have reviewed and approved (as satisfactory to the City, in its discretion) the physical and environmental condition of the Railroad Property. The City agrees to review and approve the above-described items (or disapprove the same and thereby terminate this Agreement) on or before the date 45 days after the Effective Date. The City acknowledges receipt of a Phase I Environmental Audit of the Railroad Property from the Railroad.

(d) The City shall have obtained at Closing an Owner's Policy of Title Insurance from the Title Company, insuring the title and interest of the City in and to the Railroad Property and any easements or rights of way appurtenant thereto, on ALTA Form B, with exception only for the lien of general real estate taxes for the current tax fiscal year and the other Railroad Permitted Exceptions and containing the Railroad Endorsements.

(e) The City shall have obtained from the Railroad copies of all agreements and instruments pertaining to the Railroad Property, if any (the Railroad hereby agreeing to provide copies of such agreements and instruments within 10 days after the Effective Date). The City agrees to review and approve such agreements and instruments (or disapprove the same and thereby terminate this Agreement) on or before the date 45 days after the Effective Date.

12. The Railroad's Conditions. The obligations of the Railroad to consummate the transactions provided for in this Agreement shall be subject to the satisfaction of each of the following conditions (as satisfactory to the Railroad, in its sole and absolute discretion) on or before the date of Closing (or earlier, if so specified), subject to the rights of the Railroad to waive any one or more of such conditions:

(a) The Railroad shall have obtained a commitment in favor of the Railroad for an ALTA Form B Owner's Policy of Title Insurance from the Title Company with respect to each parcel comprising the Fee Property, with affirmative endorsements in such forms as the Railroad shall require in its reasonable discretion (the "**Fee Endorsements**"). The Railroad shall have reviewed and approved (as satisfactory to the Railroad, in its discretion) in writing the terms of the commitments, the Fee Endorsements, the utility easements of record and, if any, such additional exceptions as may be disclosed thereon. The Railroad agrees to review and approve the commitments, the Fee Endorsements, the utility easements of record and such additional exceptions (or disapprove the same and thereby terminate this Agreement) on or before the date 45 days after the Effective Date (and upon such approval, the exceptions disclosed thereon shall constitute "**Fee Permitted Exceptions**" hereunder, other than the standard preprinted exceptions and any deeds of trust, mortgages, security agreements or other liens, all of which the City shall cause to be removed and deleted at or prior to Closing).

(b) The Railroad shall have obtained a commitment in favor of the Railroad for an ALTA Form B Owner's Policy of Title Insurance from the Title Company with respect to each parcel comprising the Rights of Way, with affirmative endorsements in such forms as the Railroad shall require in its reasonable discretion (the "**ROW Endorsements**"). The Railroad shall have reviewed and approved (as satisfactory to the Railroad, in its discretion) in writing the terms of the commitments, the ROW Endorsements, the utility easements of record and, if any, such additional exceptions as may be disclosed thereon. The Railroad agrees to review and approve the commitments, the ROW Endorsements, the utility easements of record and such additional exceptions (or disapprove the same and thereby terminate this Agreement) on or before the date 45 days after the Effective Date (and upon such approval, the exceptions disclosed thereon shall constitute "**ROW Permitted Exceptions**" hereunder, other than the standard preprinted exceptions and any deeds of trust, mortgages, security agreements or other liens, all of which the City shall cause

to be removed and deleted at or prior to Closing).

(c) The Railroad shall have obtained a commitment in favor of the Railroad for an ALTA Form B Owner's Policy of Title Insurance from the Title Company with respect to the Easements, with affirmative endorsements in such forms as the Railroad shall require in its reasonable discretion (the "**Easement Endorsements**"). The Railroad shall have reviewed and approved (as satisfactory to the Railroad, in its discretion) in writing the terms of the commitment, the Easement Endorsements, the utility easements of record and, if any, such additional exceptions as may be disclosed thereon. The Railroad agrees to review and approve the commitment, the Easement Endorsements, the utility easements of record and such additional exceptions (or disapprove the same and thereby terminate this Agreement) on or before the date 45 days after the Effective Date (and upon such approval, the exceptions disclosed thereon shall constitute "**Easement Permitted Exceptions**" hereunder, other than the standard preprinted exceptions and any deeds of trust, mortgages, security agreements or other liens, all of which the City shall cause to be removed and deleted at or prior to Closing).

(d) The Railroad shall have obtained a commitment in favor of the Railroad for an ALTA Form B Owner's Policy of Title Insurance from the Title Company with respect to the Underlying Fee Interests, with affirmative endorsements in such forms as the Railroad shall require in its reasonable discretion (the "**UFI Endorsements**"). The Railroad shall have reviewed and approved (as satisfactory to the Railroad, in its discretion) in writing the terms of the commitment, the UFI Endorsements, the utility easements of record and, if any, such additional exceptions as may be disclosed thereon. The Railroad agrees to review and approve the commitment, the UFI Endorsements, the utility easements of record and such additional exceptions (or disapprove the same and thereby terminate this Agreement) on or before the date 45 days after the Effective Date (and upon such approval, the exceptions disclosed thereon shall constitute "**UFI Permitted Exceptions**" hereunder, other than the standard preprinted exceptions and any deeds of trust, mortgages, security agreements or other liens, all of which the City shall cause to be removed and deleted at or prior to Closing).

(e) The Railroad shall have obtained and reviewed and approved (as satisfactory to the Railroad, in its discretion) an updated, "as-built" survey of the Fee Property. The Railroad agrees to review and approve the updated "as-built" survey (or disapprove the same and thereby terminate this Agreement) on or before the date 45 days after the Effective Date.

(f) The Railroad shall have obtained and reviewed and approved (as satisfactory to the Railroad, in its discretion) an updated, "as-built" survey of the Rights of Way. The Railroad agrees to review and approve the updated "as-built" survey (or disapprove the same and thereby terminate this Agreement) on or before the date 45 days after the Effective Date.

(g) The Railroad may have obtained and reviewed and approved (as satisfactory to the Railroad, in its discretion) an updated, "as-built" survey of the Easements. In the event the Railroad obtains such survey within 30 days after the Effective Date, the Railroad shall review and approve the updated "as-built" survey (or disapprove the same and thereby terminate this Agreement) on or before the date 45 days after the Effective Date.

(h) The Railroad, at the Railroad's expense, shall have reviewed and approved (as satisfactory to the Railroad, in its discretion) the zoning classification of the Fee Property, Rights of Way and the Easements, and the physical and environmental condition of the Fee Property, Rights of Way and the Easements. The Railroad agrees to review and approve the above-described items (or disapprove the same and thereby terminate this Agreement) on or before the date 45 days after the Effective Date. The Railroad acknowledges receipt of a Phase I Environmental Audit of the Non-Railroad Parties' Property conducted at Railroad's sole cost and expense.

(i) The Railroad shall have obtained at Closing an Owner's Policy of Title Insurance from the Title Company, insuring the title and interest of the Railroad in and to each parcel comprising the Fee Property, the Rights of Way and the Easements and any easements or rights of way appurtenant thereto, on ALTA Form B, with exception only for the lien of general real estate taxes for the current tax fiscal year and the other Fee Permitted Exceptions, the ROW Permitted Exceptions and the Easement Permitted Exceptions, as the case may be, and containing the Fee Endorsements, ROW Permitted Endorsements and the Easement Endorsements, as the case may be.

(j) The Railroad shall have obtained at Closing an Owner's Policy of Title Insurance from the Title Company, insuring the title and interest of the Railroad in and to the Underlying Fee Interests on ALTA Form B, with exception only for the lien of general real estate taxes for the current tax fiscal year and the other UFI Permitted Exceptions and containing the UFI Endorsements.

(k) The Railroad shall have obtained from the City copies of all agreements and instruments pertaining to the Fee Property, Rights of Way, the Easement Property, the Underlying Fee Interests and the Trackage, if any (the City hereby agreeing to provide copies of such agreements and instruments within 10 days after the Effective Date). The Railroad agrees to review and approve such agreements and instruments (or disapprove the same and thereby terminate this Agreement) on or before the date 45 days after the Effective Date.

13. Covenants of the Non-Railroad Parties. The Non-Railroad Parties covenant and agree that from and after the Effective Date and until the date of Closing:

(a) The Non-Railroad Parties, as applicable, will, prior to the date of Closing, operate the Fee Property, Rights of Way, the Easement Property and the Trackage subject to the following provisions and limitations:

(1) The Non-Railroad Parties, as applicable, shall continue to operate the Fee Property, Rights of Way and the Easement Property consistent with the present business and operations thereof.

(2) The Non-Railroad Parties, as applicable, shall not: (i) enter into any leases, licenses or agreements affecting all or any portion of the Fee Property, Rights of Way, the Easement Property and the Trackage or otherwise encumber the Fee Property, Rights of Way, the Easement Property and the Trackage in any manner, (ii) enter into any service, supply, maintenance or other contracts (or extension or amendment to any of the same now existing) pertaining to the Fee Property, Rights of Way, the Easement Property and the Trackage or the operation of the Fee Property, Rights of Way, the Easement Property and the Trackage which are not cancelable without penalty at Closing, or (iii) alter or contract for the alteration of any existing improvements or construct or install or contract for the construction or installation of any new improvements; without, in each instance, obtaining the prior written consent of the Railroad.

(b) The Non-Railroad Parties, as applicable, will, prior to the date of Closing, permit the Railroad the following access and provide the Railroad the following information: The Non-Railroad Parties, as applicable, shall allow the Railroad and its agents and consultants, from and after the date of this Agreement, continuing access during business hours to the Fee Property, Rights of Way, the Easement Property and the Trackage for the purpose of conducting pre-audits, audits, or inspections, including, without limitation, soil borings, and/or to verify the compliance of the Non-Railroad Parties with the Agreement. Such access shall be exercised by the Railroad at such times as deemed reasonably necessary to the Railroad, may be exercised by the Railroad or by agents of or consultants to the Railroad on the Railroad's behalf, and shall be at the risk of the Railroad.

(c) The Non-Railroad Parties, as applicable, shall cause the Fee Property, Rights of Way, the Easement Property and the Trackage to be insured against all ordinary and insurable risks in commercially reasonable coverage amounts; the Non-Railroad Parties, as applicable, shall bear the risk of loss to the Fee Property, Rights of Way, the Easement Property and the Trackage to and including the date of Closing; and the Non-Railroad Parties, as applicable, shall maintain and repair the Fee Property, Rights of Way, the Easement Property and the Trackage in a commercially reasonable manner up to the date of closing.

14. Covenants of the Railroad. The Railroad covenants and agrees that from and after the Effective Date and until the date of Closing:

(a) The Railroad will, prior to the date of Closing, operate the Railroad Property subject to the following provisions and limitations:

(1) The Railroad shall continue to operate the Railroad Property consistent with the present business and operations thereof.

(2) The Railroad shall not: (i) enter into any leases affecting all or any portion of the Railroad Property or otherwise encumber the Railroad Property in any manner, (ii) enter into any service, supply, maintenance or other contracts (or extension or amendment to any of the same now existing) pertaining to the Railroad Property or the operation of the Railroad Property which are not cancelable without penalty at Closing, or (iii) alter or contract for the alteration of any existing improvements or construct or install or contract for the construction or installation of any new improvements; without, in each instance, obtaining the prior written consent of the City.

(b) The Railroad will, prior to the date of Closing, permit the City the following access and provide the City the following information: The Railroad shall allow the City and its agents and consultants, from and after the date of this Agreement, continuing access during business hours to the Railroad Property for the purpose of conducting pre-audits, audits, or inspections, including, without limitation, soil borings, and/or to verify the Railroad's compliance with the Agreement. Such access shall be exercised by the City at such times as deemed reasonably necessary to the City, may be exercised by the City or by agents of or consultants to the City on the City's behalf, and shall be at the risk of the City.

(c) The Railroad shall cause the Railroad Property to be insured against all ordinary and insurable risks in commercially reasonable coverage amounts; the Railroad shall bear the risk of loss to the Railroad Property to and including the date of Closing; and the Railroad shall maintain and repair the Railroad Property in a commercially reasonable manner.

15. Casualty. In the event of the damage or destruction of all or any material part of the Fee Property, Rights of Way, the Easement Property and/or the Trackage prior to Closing, the Railroad at its option, exercisable by written notice to the Non-Railroad Parties, may either: (i) terminate this Agreement, whereupon neither party will have any further obligations hereunder; or (ii) continue under this Agreement, whereupon the City will assign to the Railroad all its interest in and to any insurance policies and proceeds thereof payable as a result of such damage or destruction. In the event of the damage or destruction of all or any material part of the Railroad Property prior to Closing, the City at its option, exercisable by written notice to the Railroad, may either: (i) terminate this Agreement, whereupon neither party will have any further obligations hereunder; or (ii) continue under this Agreement, whereupon the Railroad will assign to the City all its interest in and to any insurance policies and proceeds thereof payable as a result of such damage or destruction.

16. Condemnation. In the event of the taking of all or any part of the Fee Property, Rights of Way, the Easement Property and/or the Trackage prior to Closing, by eminent domain or condemnation (by a person, governmental, quasi-governmental or other entity other than the City), then the Railroad at its option, exercisable by written notice to the Non-Railroad Parties, may either: (i) terminate this Agreement, whereupon neither party will have any further obligation hereunder; or (ii) continue under this Agreement, whereupon each of the Non-Railroad Parties will assign to the Railroad all its interest in and to any award and proceeds

thereof payable as a result of such taking. In the event of the taking of all or any part of the Railroad Property prior to Closing, by eminent domain or condemnation, then the City at its option, exercisable by written notice to the Railroad, may either: (i) terminate this Agreement, whereupon neither party will have any further obligation hereunder; or (ii) continue under this Agreement, whereupon the Railroad will assign to the City all its interest in and to any award and proceeds thereof payable as a result of such taking.

17. Binding Agreement. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and to their respective heirs, administrators, executors, personal representatives, successors and assigns.

18. Assignment. The Railroad may not assign its rights and interests hereunder. In the event the Non-Railroad Parties are not in default under this Agreement, the Non-Railroad Parties may assign their rights and interests under this Agreement, provided that the Assignee shall expressly assume all obligations of the Non-Railroad Parties hereunder and said assignment, in form and substance, shall provide for the Assignee's assumption of the Non-Railroad Parties' obligations hereunder and shall not relieve the City from its obligations hereunder. In addition, the City may direct in writing the Railroad to transfer and convey the Railroad Property to any designee of the City, provided that such written directions shall not release the City from any of its obligations hereunder.

19. Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally or sent by registered or certified mail, postage pre-paid, and addressed as set forth below:

<p>If to the Railroad:</p> <p>Mr. Gerald T. Gates, President Terminal Railroad Association of St. Louis 700 N. Second Street St. Louis, MO 63102</p> <p>With a copy to:</p> <p>Mr. Shawn T. Canavan Railroad Realty Services 700 North Second Street, 5th Floor St. Louis, Missouri 63102</p>	<p>If to the City:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>If to the Port Authority:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>If to the LRA:</p> <p>_____</p> <p>_____</p> <p>_____</p>
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Any party may change the address to which notices are to be addressed by giving the other party notice in the manner herein set forth.

20. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Missouri.

21. Time of the Essence. Time is of the essence with respect to each and every provision of this Agreement.

22. Performance on Business Days. If any date for the occurrence of an event or act under this Agreement falls on a Saturday or Sunday or legal holiday in the State of Missouri, then the time for the occurrence of such event or act shall be extended to the next succeeding business day.

23. Entire Agreement. This Agreement, together with all the Exhibits, if any, attached hereto and incorporated by reference herein, constitutes the entire undertaking between the parties hereto, and supersedes any and all prior agreements, arrangements and understandings between the parties.

24. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original.

25. Escrow. For purposes of this Agreement, the escrow shall be deemed opened (the "Opening of Escrow") on the date the Escrow Agent shall have received a photocopy of this Agreement, executed by both the City and the Railroad. Opening of Escrow shall occur not later than seven (7) business days after this Agreement has been executed by the City, the Port Authority, the LRA and the Railroad. The Escrow Agent shall notify the City, the Port Authority, the LRA and the Railroad, in writing, of the date escrow is opened. The City, the Port Authority and LRA and the Railroad agree to execute, deliver and be bound by such supplemental escrow instructions of the Escrow Agent or other instruments as may be reasonably approved by the City, the Port Authority and the LRA and the Railroad and required by the Escrow Agent in order to consummate the transactions contemplated by this Agreement; provided, however, that any such supplemental instructions shall not conflict with, amend or supersede any

portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.

26. Further Assurances. The parties hereto agree to execute any and all documents and take any and all actions as may be reasonably necessary to effectuate the terms and conditions hereof. In particular, in the event a legal description of the Easement Property shall not have been prepared, certified and depicted by a duly licensed land surveyor, engaged by the Railroad hereunder, by the date of Closing, the City, the Port Authority, the LRA and the Railroad hereby covenant and agree to promptly re-execute and deliver the easement document with respect to the Easements, executed and delivered at Closing by the parties, attaching thereto, as a corrective matter, such certified legal description and depiction thereof as soon as the same have been prepared. The agreements and covenants set forth in this Section shall survive the Closing.

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

THE CITY OF ST. LOUIS

Date of Execution: \_\_\_\_\_, 2002

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

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

Attest:

Title Mayor

\_\_\_\_\_  
City Register

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

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

Approved as to form:

Title Comptroller

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

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

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

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

Title Assistant City Counselor

Title \_\_\_\_\_

THE CITY OF ST. LOUIS PORT AUTHORITY

Date of Execution: \_\_\_\_\_ 2002

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

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

Title \_\_\_\_\_

THE CITY OF ST. LOUIS  
LAND REUTILIZATION AUTHORITY

Date of Execution: \_\_\_\_\_ 2002

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

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

Title \_\_\_\_\_

TERMINAL RAILROAD ASSOCIATION  
OF ST. LOUIS

Date of Execution: \_\_\_\_\_ 2002

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

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

Title \_\_\_\_\_

Acceptance by Escrow Agent:

The undersigned hereby acknowledges that it has received a fully executed counterpart of the foregoing Exchange Agreement and agrees to act as Escrow Agent thereunder and to be bound by and strictly perform the terms thereof as such terms apply to Escrow Agent.

DATED: \_\_\_\_\_

ABSTAR TITLE COMPANY

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

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

Title: \_\_\_\_\_

**EXHIBIT A-1**

[ATTACH DESCRIPTIONS OF PARCELS OWNED BY THE CITY]

Description of Parcels Owned by the City on file in the Register's Office

**EXHIBIT A-2**

[ATTACH DESCRIPTIONS OF RIGHTS OF WAY OWNED BY THE CITY]

Descriptions of Rights of Way Owned by the City on file in the Register's Office

**EXHIBIT A-3**

[ATTACH DESCRIPTIONS OF THE NON-ELEVATED EASEMENT PROPERTY, WITH THE OWNER OF EACH PARCEL DESIGNATED]

Descriptions of the Non-Elevated Easement Property, with the Owner of Each Parcel Designated on file in the Register's Office.

**EXHIBIT A-4**

[ATTACH DEPICTIONS OF THE ELEVATED EASEMENT PROPERTY, WITH THE OWNER OF EACH PARCEL DESIGNATED]

Depiction of the Elevated Easement Property, With the Owner of Each Parcel Designated on file in the Register's Office.

**EXHIBIT A-5**

[ATTACH DEPICTIONS OF ALL PARCELS ON WHICH THE TRACKAGE IS LOCATED]

Depictions of All Parcels on Which the Trackage is Located on file in the Register's Office

**EXHIBIT A-6**

[ATTACH DEPICTIONS OF ALL THE PORTIONS OF STREETS TO WHICH THE RAILROAD IS RECEIVING THE UNDERLYING FEE INTERESTS OF THE NON-RAILROAD PARTIES, WITH THE OWNER OF EACH UNDERLYING FEE INTEREST DESIGNATED]

Depictions of All the Portions of Streets to Which the Railroad is Receiving the Underlying Fee Interests of the Non-Railroad Parties, With the Owner of Each Underlying Fee Interest Designated on file in the Register's Office.

**EXHIBIT B-1**

[INSERT LEGAL DESCRIPTION OF THOSE PORTIONS OF THE RAILROAD PROPERTY THAT WILL NOT BE SUBJECT TO AN ELEVATED EASEMENT]

Legal Description of Those Portions of the Railroad Property That Will Not Be Subject To An Elevated Easement on file in the Register's Office.

**EXHIBIT B-2**

[INSERT LEGAL DESCRIPTION OF THOSE PORTIONS OF THE RAILROAD PROPERTY THAT WILL BE SUBJECT TO AN ELEVATED EASEMENT]

Legal Description of Those Portions of the Railroad Property That Will Be Subject to an Elevated Easement on file in the Register's Office.

**EXHIBIT C**

**FORM OF SPECIAL WARRANTY DEED**

THIS DEED is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ ("Grantor"), and \_\_\_\_\_, a \_\_\_\_\_ ("Grantee"), with a mailing address of \_\_\_\_\_.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, does by these presents BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee, the real estate commonly known as \_\_\_\_\_, situated in the City of St. Louis, and State of Missouri, and more particularly described in Exhibit A, attached hereto and incorporated herein by reference, together with all improvements thereon and appurtenances thereto (collectively, the "Property").

SUBJECT, HOWEVER, to all matters (the "Permitted Exceptions") set forth in Exhibit B, attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property belonging, unto Grantee and to its successors and assigns forever, hereby covenanting that Grantor and its successors and assigns shall and will WARRANT AND DEFEND the title to the Property unto Grantee, and to its successors and assigns forever, against the lawful claims of all persons claiming by, through or under Grantor but none other, excepting, however, the Permitted Exceptions.

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

[GRANTOR]

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

[GRANTEE]

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

[INSERT ACKNOWLEDGMENTS]

EXHIBIT A TO SPECIAL WARRANTY DEED: Attach Legal Description

EXHIBIT B TO SPECIAL WARRANTY DEED: Insert the applicable Permitted Exceptions (as defined in the Agreement), or absent such Permitted Exceptions, the following: (i) any covenants, conditions, limitations, restrictions, rights-of-way, encumbrances, encroachments, reservations, easements, agreements and other matters of record; (ii) any state of facts or exception which an accurate survey or an inspection of the Property would show; (iii) special assessments now or hereafter becoming a lien; and (iv) general property taxes for the current tax fiscal year and subsequent tax fiscal years.

**EXHIBIT D**

**FORM OF SPECIAL WARRANTY DEED**

THIS DEED is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ (“Grantor”), and \_\_\_\_\_, a \_\_\_\_\_ (“Grantee”), with a mailing address of \_\_\_\_\_.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, does by these presents BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee, all right, title and interest of Grantor in and to the real estate commonly known as \_\_\_\_\_, situated in the City of St. Louis, and State of Missouri, and more particularly described in Exhibit A, attached hereto and incorporated herein by reference, together with all improvements thereon and appurtenances thereto (collectively, the “Property”).

SUBJECT, HOWEVER, to all matters (the “Permitted Exceptions”) set forth in Exhibit B, attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property belonging, unto Grantee and to its successors and assigns forever, hereby covenanting that Grantor and its successors and assigns shall and will WARRANT AND DEFEND the right, title and interest in the Property as conveyed to Grantor pursuant to Ordinance No. 29617, dated April 17, 1917, of the City of St. Louis, Missouri unto Grantee, and to its successors and assigns forever, against the lawful claims of all persons claiming by, through or under Grantor but none other, excepting, however, the Permitted Exceptions.

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

[GRANTOR]

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

[GRANTEE]

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

[INSERT ACKNOWLEDGMENTS]

EXHIBIT A TO SPECIAL WARRANTY DEED: Attach Legal Description

EXHIBIT B TO SPECIAL WARRANTY DEED: Insert the applicable Permitted Exceptions (as defined in the Agreement), or absent such Permitted Exceptions, the following: (i) any covenants, conditions, limitations, restrictions, rights-of-way, encumbrances, encroachments, reservations, easements, agreements and other matters of record; (ii) any state of facts or exception which an accurate survey or an inspection of the Property would show; (iii) special assessments now or hereafter becoming a lien; and (iv) general property taxes for the current tax fiscal year and subsequent tax fiscal years.

**EXHIBIT E**

**QUIT CLAIM DEED**

**THIS QUIT CLAIM DEED** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ corporation, whose address is \_\_\_\_\_ (herein "Grantor") and the **TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS**, a Missouri corporation, whose address is \_\_\_\_\_ (herein "Grantee").

**WITNESSETH**, that the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents **REMISE, RELEASE AND FOREVER QUIT CLAIM** unto the Grantee all right, title and interest of Grantor, whether after acquired or otherwise, in and to any streets, public rights of way, easements, roads and alleys lying on or adjacent to, abutting or between, the **[western, eastern, northern and/or southern]** property line(s) of the parcel(s) of real estate situated in the City of St. Louis, State of Missouri, which is more particularly described on Exhibit A attached hereto and by this reference made a part hereof,

**TO HAVE AND TO HOLD** the same, together with all rights and appurtenances to the same belonging, unto the Grantee, and to the heirs, successors and assigns of the Grantee forever so that neither the Grantor nor the successors, heirs or assigns of the Grantor, nor any other person or persons for Grantor or in Grantor's names 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.

Grantor, on its own behalf and on behalf of all successors, heirs and assigns in ownership, hereby covenants and agrees to promptly execute and deliver any and all documents (including, without limitation, any petitions), and promptly to take such other reasonable action, as may be requested by Grantee, in Grantee's reasonable discretion, as necessary to effectuate the vacation of any of the aforementioned streets, public rights of way, easements, roads, and alleys.

Grantor, on its own behalf and on behalf of all successors, heirs and assigns in ownership, hereby covenants and agrees to promptly execute and deliver any and all documents (including, without limitation, any additional deeds), and to promptly take any and all further actions, as may be requested by Grantee, in Grantee's reasonable discretion, as necessary to effectuate the transfers contemplated and the intentions of the parties expressed herein.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands the day and year first above written.

GRANTOR:

\_\_\_\_\_

[SEAL]

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

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

Title: \_\_\_\_\_

GRANTEE:

**TERMINAL RAILROAD ASSOCIATION  
OF ST. LOUIS**

[SEAL]

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

Gerald T. Gates, President

[INSERT ACKNOWLEDGMENTS]

EXHIBIT A TO QUIT WARRANTY DEED: Attach Legal Description

**EXHIBIT F**  
(Form of Non-Elevated Easement)

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ ("Grantor"), and TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS, a Missouri corporation ("Grantee").

WITNESSETH:

WHEREAS, Grantor possesses certain interests in the real estate situated in the City of St. Louis, State of Missouri, a legally described in Exhibit A attached hereto and incorporated herein by reference and depicted in Exhibit B attached hereto and incorporated herein by reference (hereinafter called the "Property");

WHEREAS, Grantee operates a railroad in, among other places, the City of St. Louis, State of Missouri;

WHEREAS, Grantee desires an exclusive easement for railroad purposes on, in, over, under and across the Property;

WHEREAS, Grantor desires to grant to Grantee such easement with respect to the Property on the terms and conditions herein below set forth;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto and in further consideration of the mutual agreements herein set forth, Grantor and Grantee hereby agree as follows:

Grantor hereby grants to Grantee a perpetual, exclusive easement (the "Easement") in, on, over, under, above and across the Property for any and all railroad purposes (including, without limitation, constructing, maintaining, repairing, operating, replacing and reconstructing trackage and all related appurtenances, signals, lights and improvements on the Property), subject to the reservations in favor of Grantor set forth below and subject to those utility easements and licenses existing of record as of the date of this instrument; provided, however, that (a) Grantor shall not allow the utility easements to which this Easement is expressly subject, and the holders thereof, as well as those acting by and through said holders, to interfere with Grantee's railroad operations and Grantee's Easement and rights granted herein and (b) Grantor agrees to cause any access to the Property by the holders of an utility easements to which the Easement is expressly subject to be conditioned on the following: (i) any such access shall be only as necessary for the purpose only of repairing, maintaining or replacing the facilities of any such holder; (ii) said holder shall give reasonable prior notice of its intent to access the Property and proposed activities within the Property to Grantee; and (iii) said holder shall comply with any reasonable scheduling requirements of Grantee and any reasonable safety precautions implemented by Grantee (e.g., flagging).

Grantor hereby reserves unto itself the non-exclusive, perpetual right for its agents, employees, officials and contractors to use, maintain, repair, replace and reconstruct the paved roads existing as of the date of this instrument and generally depicted on Exhibit C attached hereto; provided, however, such reserved right shall not be exercised in a manner that unreasonably interferes with Grantee's railroad operations and Grantee's Easement and rights granted herein, and provided further that at all times Grantor shall be responsible for performing, at Grantor's sole act and expense, any and all necessary repair, maintenance, replacements and reconstruction of such roads, except that Grantee, at Grantee's sole cost and expense, shall be responsible for the maintenance and repair of any railroad crossing to the extent required by the applicable statutes of the State of Missouri.

Grantor hereby further reserves unto itself the exclusive, perpetual right for its agents, employees, officials and contractors to use and occupy those portions of the airspace above the Property located generally between Mullanphy Street and Tyler Street and at least \_\_\_\_ feet above mean sea level, for the purpose of constructing, operating, maintaining, repairing, replacing and reconstructing a bridge over the Mississippi River connecting those public interstate highways presently known as I-70 and I-64; provided, however, such reserved right shall not be exercised in a manner that unreasonably interferes with Grantee's railroad operations and Grantee's Easement and rights granted herein, and provided further that at all times Grantor shall be responsible for performing, at Grantor's sole act and expense, any and all necessary repair, maintenance, replacements and reconstruction of such bridge.

Upon Grantee's written request, Grantor hereby covenants and agrees to promptly re-execute and deliver this Agreement, attaching thereto, as a corrective and clarifying matter, legal descriptions and depictions of the Property, certified as accurate by a duly licensed land surveyor, engaged by Grantee.

The Easement granted herein is for the benefit of Grantee and its employees, agents, contractors, invitees, tenants and licensees. Said Easement established herein is perpetual, shall run with the land and shall bind, burden and benefit the parties hereto and their respective successors and assigns so long as Grantee, its successors and assigns shall maintain said Property as hereunder defined.

Grantee shall have the right, at Grantee's sole cost and expense, to fence (with jersey barriers or other fencing materials and/or gates) such portions of the Property as Grantee shall deem necessary or desirable.



20\_\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ (“Grantor”), and TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS, a Missouri corporation (“Grantee”).

WITNESSETH:

WHEREAS, Grantor possesses certain interests in the real estate situated in the City of St. Louis, State of Missouri, a legally described in Exhibit A attached hereto and incorporated herein by reference and depicted in Exhibits B and C attached hereto and incorporated herein by reference (hereinafter called the “Property”);

WHEREAS, Grantee operates a railroad in, among other places, the City of St. Louis, State of Missouri and currently operates elevated trackage located on a trestle affixed to the Property (the “Trestle”);

WHEREAS, Grantee desires to acquire and Grantor desires to convey a perpetual easement in, on, over, under, above and across the Property for any and all railroad purposes, which shall be exclusive as to those areas, more particularly described below, on which the bases to the Trestle presently sit and which shall be exclusive as to the airspace of the balance of the Property, as more particularly described below, commencing at \_\_\_\_\_ feet above mean sea level and non-exclusive as to said areas below said level, on the terms and conditions set forth below; and

WHEREAS, Grantor desires to grant to Grantee such easement with respect to the Property on the terms and conditions hereinbelow set forth;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto and in further consideration of the mutual agreements herein set forth, Grantor and Grantee hereby agree as follows:

Grantor hereby grants to Grantee a perpetual, exclusive easement in, on, over, under, above and across those portions of the Property depicted on Exhibit B hereto for any and all railroad purposes (including, without limitation, constructing, maintaining, repairing, operating, replacing and reconstructing trackage and all related appurtenances, signals, lights and improvements on the Property), subject to those utility easements and licenses existing of record as of the date of this instrument; provided, however, that (a) Grantor shall not allow the utility easements to which the easement granted in this paragraph is expressly subject, and the holders thereof, as well as those acting by and through said holders, to interfere with Grantee’s railroad operations and the easement and rights granted in this paragraph to Grantee and (b) Grantor agrees to cause any access to the Property by the holders of an utility easements to which the easement granted in this paragraph is expressly subject to be conditioned on the following: (i) any such access shall be only as necessary for the purpose only of repairing, maintaining or replacing the facilities of any such holder; (ii) said holder shall give reasonable prior notice of its intent to access the Property and proposed activities within the Property to Grantee; and (iii) said holder shall comply with any reasonable scheduling requirements of Grantee and any reasonable safety precautions implemented by Grantee (e.g., flagging). Grantor shall not use or enjoy the areas of the Property affected by the easement conveyed to Grantee in this paragraph.

Grantor hereby grants to Grantee a perpetual, exclusive easement in, on, over, under, above and across the airspace of the Property above those portions of the Property depicted on Exhibit C hereto commencing at \_\_\_\_\_ feet above mean sea level for any and all railroad purposes (including, without limitation, constructing, maintaining, repairing, operating, replacing and reconstructing trackage and all related appurtenances, signals, lights and improvements on the Property), subject to those utility easements and licenses existing of record as of the date of this instrument; provided, however, that (a) Grantor shall not allow the utility easements to which the easement granted in this paragraph is expressly subject, and the holders thereof, as well as those acting by and through said holders, to interfere with Grantee’s railroad operations and the easement and rights granted in this paragraph to Grantee and (b) Grantor agrees to cause any access to the Property by the holders of an utility easements to which the easement granted in this paragraph is expressly subject to be conditioned on the following: (i) any such access shall be only as necessary for the purpose only of repairing, maintaining or replacing the facilities of any such holder; (ii) said holder shall give reasonable prior notice of its intent to access the Property and proposed activities within the Property to Grantee; and (iii) said holder shall comply with any reasonable scheduling requirements of Grantee and any reasonable safety precautions implemented by Grantee (e.g., flagging). Grantor shall not use or enjoy the areas of the Property affected by the easement conveyed to Grantee in this paragraph.

Grantor hereby grants to Grantee a perpetual, non-exclusive easement in, on, over, under, above and across those portions of the Property depicted on Exhibit C hereto located below \_\_\_\_\_ feet above mean sea level for any and all railroad purposes (including, without limitation, constructing, maintaining, repairing, operating, replacing and reconstructing trackage and all related appurtenances, signals, lights and improvements on the Property), subject to those utility easements and licenses existing of record as of the date of this instrument; provided, however, that (a) Grantor shall not allow the utility easements to which the easement granted in this paragraph is expressly subject, and the holders thereof, as well as those acting by and through said holders, to interfere with Grantee’s railroad operations and the easement and rights granted in this paragraph to Grantee and (b) Grantor agrees to cause any access to the Property by the holders of an utility easements to which the easement granted in this paragraph is expressly subject to be conditioned on the following: (i) any such access shall be only as necessary for the purpose only of repairing, maintaining or replacing the facilities of any such holder; (ii) said holder shall give reasonable prior notice of its intent to access the Property and proposed activities within the Property to Grantee; and (iii) said holder shall comply with any reasonable scheduling requirements of Grantee and any reasonable safety precautions implemented by Grantee (e.g., flagging). Grantor hereby agrees that although the easement conveyed to Grantee in this paragraph is non-exclusive, Grantor shall not use the areas affected thereby in a manner that unreasonably interferes with said easement and Grantee’s railroad operations (including, without limitation, Grantee’s repair and maintenance of any trestles or trackage).



EXHIBIT A TO EASEMENT: Insert Legal Description of the Easement Property.

EXHIBIT B TO EASEMENT: Insert Depiction of the Easement Property.

**EXHIBIT H**

**FIXTURE BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that THE CITY OF ST. LOUIS, MISSOURI (the "City"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does by these presents BARGAIN and SELL, unto TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS, a Missouri corporation, all trackage and related appurtenances located on, and/or affixed to, the real property located at \_\_\_\_\_, in the City of St. Louis, State of Missouri, and more particularly described in Exhibit A, attached hereto and made a part hereof (collectively, the "Trackage").

And the City does hereby warrant that it is the owner thereof, and has full right and title thereto and authority to sell and dispose of the Trackage, and that the herein described Trackage is now free and clear of all liens, security interests, and encumbrances of every kind; and the City does hereby warrant and agree to defend the same against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned has duly hereunto set its hands and seal as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF ST. LOUIS

Date of Execution: \_\_\_\_\_, 2002

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

Attest:

\_\_\_\_\_  
City Register

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

Approved as to form:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Assistant City Counselor

[INSERT ACKNOWLEDGMENT]

EXHIBIT A TO THE BILL OF SALE: INSERT COPY OF RELEVANT PORTION OF EXHIBIT A-6 TO THE AGREEMENT

**EXHIBIT I**

**RESERVATION OF ELEVATED EASEMENT**

AND SUBJECT TO a reservation in favor of Grantor for a perpetual easement WHEREAS, in, on, over, under, above and across the Property (which is legally described in Exhibit A attached hereto and incorporated herein by reference and depicted in Exhibits B and C attached hereto and incorporated herein by reference) for any and all railroad purposes, which shall be exclusive as to those areas, more particularly described below, on which the bases to the trestle affixed to the Property (the "Trestle") presently sit and which shall be exclusive as to the airspace of the balance of the Property, as more particularly described below, commencing at \_\_\_\_\_ feet above mean sea level and non-exclusive as to said areas below said level, as set forth in more detail below and on the following terms and conditions:

1. Grantor hereby reserves unto itself a perpetual, exclusive easement in, on, over, under, above and across those portions of the Property depicted on Exhibit B hereto for any and all railroad purposes (including, without limitation, constructing, maintaining, repairing, operating, replacing and reconstructing trackage and all related appurtenances, signals, lights and improvements on the Property). Grantee shall not use or enjoy the areas of the Property affected by the easement reserved unto Grantor in this paragraph.
2. Grantor hereby reserves unto itself a perpetual, exclusive easement in, on, over, under, above and across the airspace of the Property above those portions of the Property depicted on Exhibit C hereto commencing at \_\_\_\_\_ feet above mean sea level for any and all railroad purposes (including, without limitation, constructing, maintaining, repairing, operating, replacing and reconstructing trackage and all related appurtenances, signals, lights and improvements on the Property). Grantee shall not use or enjoy the areas of the Property affected by the easement reserved unto Grantor in this paragraph.
3. Grantor hereby reserves unto itself a perpetual, non-exclusive easement in, on, over, under, above and across those portions

- of the Property depicted on Exhibit C hereto located below \_\_\_\_\_ feet above mean sea level for any and all railroad purposes (including, without limitation, constructing, maintaining, repairing, operating, replacing and reconstructing trackage and all related appurtenances, signals, lights and improvements on the Property). Grantee hereby agrees that although the easement reserved unto Grantor in this paragraph is non-exclusive, Grantee shall not use the areas affected thereby in a manner that unreasonably interferes with said easement and Grantor's railroad operations (including, without limitation, Grantor's repair and maintenance of any trestles or trackage).
4. All easements and rights reserved unto Grantor in this instrument shall be referred to herein collectively as the "Easement".
  5. Upon Grantor's written request, Grantee hereby covenants and agrees to promptly re-execute and deliver this instrument, attaching thereto, as a corrective and clarifying matter, legal descriptions and depictions of the Property, certified as accurate by a duly licensed land surveyor, engaged by Grantor.
  6. The Easement reserved herein is for the benefit of Grantor and its employees, agents, contractors, invitees, tenants and licensees. Said Easement established herein is perpetual, shall run with the land and shall bind, burden and benefit the parties hereto and their respective successors and assigns.
  7. Grantor shall keep the Property free from any liens arising out of any work performed, material furnished or obligation incurred by or for Grantor or any person or entity claiming through or under Grantor. If any such lien shall at any time be filed against the Property, Grantor shall, within 45 days after the filing thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. In the event that Grantor shall not within said 45-day period cause the same to be released of record, Grantee shall have, in addition to all other remedies at law or in equity, the right, but not the obligation, to cause such lien to be released by such means as Grantee deems proper, including, but not limited to, payment of the claim giving rise to such lien and Grantee agrees to reimburse Grantor for its cost and expenses reasonably incurred in connecting therewith promptly upon Grantee's receipt of written demand therefor.
  8. The Easement reserved herein shall not terminate except upon Grantor's recording of a termination of easement in the Office of the Recorder of Deeds for the City of St. Louis, Missouri.
  9. If any legal action is brought for enforcement of this instrument, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.
  10. The unenforceability of any provision of this instrument shall not render the remaining provisions hereof unenforceable or void.
  11. This instrument contains the entire agreement and understanding of the parties hereto relative to the subject matter hereof and supersedes all other agreements and understandings, if any, oral or in writing. This instrument may not be amended except in writing signed by the parties hereto and duly recorded in the real property records of the City of St. Louis, Missouri.
  12. Grantee, for itself, its successors and assigns, does hereby warrant and covenant unto Grantor (1) that Grantor may quietly enjoy the Easement for the purposes herein stated, (2) that Grantee will not create or permit any obstruction of any kind or character that will interfere with the exercise and enjoyment of the Easement hereinabove conveyed, and (3) Grantor shall not be subject to any real estate or other ad valorem tax by the City of St. Louis, Missouri, as a result of, or attributable to the Easement.
  13. Each individual executing this instrument represents and warrants that he or she is duly authorized to execute and deliver this instrument on behalf of said entity for which the individual is executing on behalf of, and that this instrument is binding upon the entity for which said individual is so executing.

#### **EXHIBIT B**

#### **OPERATING AGREEMENT**

THIS OPERATING AGREEMENT (the "**Agreement**") is made by and between THE CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri (the "**City of St. Louis**"), and TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS, a Missouri corporation (the "**Railroad**"), effective as of the date by which both parties have duly executed this Agreement, as set forth below (the "**Effective Date**").

#### **WITNESSETH:**

WHEREAS, the City is the owner of certain parcels of real estate and certain rights-of-way (including, without limitation, public streets) located in the City of St. Louis and State of Missouri which are not used for vehicular or pedestrian traffic and on which trackage used by the Railroad is located, which parcels are generally described on Exhibit A-1 attached hereto and incorporated herein by reference (collectively, the "**Railroad Roadbed Areas**"); and

WHEREAS, the City is the owner of certain parcels of real estate and certain rights-of-way (including, without limitation, public streets) located in the City of St. Louis and State of Missouri over which trackage used by the Railroad is located, which parcels are generally described on Exhibit A-2 attached hereto and incorporated herein by reference (collectively, the “**Public Grade Crossing Areas**”); and

WHEREAS, the City is the owner of certain parcels of real estate and certain rights-of-way (including, without limitation, public streets) located in the City of St. Louis and State of Missouri, under which trackage used by the Railroad and structures protecting such trackage and the clearance for operating trains are located, which parcels are generally described on Exhibit A-3 attached hereto and incorporated herein by reference (collectively, the “**Underpass Areas**”); and

WHEREAS, the City is the owner of certain parcels of real estate and certain rights-of-way (including, without limitation, public streets) located in the City of St. Louis and State of Missouri, over which trackage used by the Railroad and structures supporting said trackage are located, which parcels are generally described on Exhibit A-4 attached hereto and incorporated herein by reference (collectively, the “**Overpass Areas**”); and

WHEREAS, as used herein, the “**Easement Areas**” shall mean collectively the Railroad Roadbed Areas, Public Grade Crossing Areas, Underpass Areas and Overpass Areas; and

WHEREAS, the Railroad conducts its railroad operations within such Easement Areas pursuant to, among other things, City Ordinance No. 63855 (“**Ordinance 63855**”) and Board of Public Service Permits 8600 and 8602 (the “**Permits**”); and

WHEREAS, the Railroad and the City desire to replace Ordinance 63855 and the Permits with this Agreement, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereinafter expressed, it is hereby agreed as follows:

1. Easements. On the date that is 180 days after the Effective Date (the “**Delivery Date**”), the parties shall execute and deliver to one another, in recordable form, the Easement Agreements attached hereto as Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4 and incorporated herein by reference with respect to the Easement Areas. The Railroad may record all such Easement Agreements in the real property records of the City of St. Louis, Missouri. During said 180-day period, the Railroad, at the Railroad’s sole cost and expense, shall cause to be prepared legal descriptions and small-scale depictions of the Easement Areas for attachment to said Easement Agreements, which descriptions and depictions shall be subject to the approval of the City, not to be unreasonably withheld, conditioned or delayed. Said 180-day period and the Delivery Date may be extended upon the mutual agreement of the parties, acting reasonably, in the event that any delays in the preparation of such legal descriptions occur which are beyond the reasonable control of the parties.

2. Annual Fee. In exchange for the easements granted in said Easement Agreements, the Railroad agrees to pay the City an annual fee of \$50,000. Said annual fee shall be subject to an equitable reduction, as mutually agreed upon by the parties hereto, acting reasonably, at the option of Railroad, if, when and to the extent that either (i) the Railroad abandons (as hereinafter defined) any portion of the Railroad Roadbed Areas, or (ii) the Railroad acquires title (good and marketable, fee simple absolute) to said portion of the Railroad Roadbed Areas. The first such annual fee payment shall be due and payable to the City by the Railroad, without notice or demand, on the first day of the month following the month in which the Delivery Date occurs (the “**Annual Fee Due Date**”). Thereafter, on each anniversary of the Annual Fee Due Date, the Railroad shall pay, without notice or demand, the annual fee hereunder to the City, at the address hereinafter set forth, or at such other address as the City may direct in writing. As used in this Agreement, the “**abandonment**” of a particular portion of the Easement Areas shall be deemed to have occurred upon and after the Railroad voluntarily ceases operations along said particular portion of the Easement Areas for a continuous, uninterrupted period of at least 60 months other than by reason of a force majeure event or other cause beyond the reasonable control of the Railroad, including, but not limited to, work stoppages, boycotts, slowdowns or strikes, shortages of materials, equipment, labor or energy, unusual weather conditions, or acts or omissions of governmental or political bodies.

3. Term and Termination. The term of this Agreement shall be for a period of 30 years, which term shall be automatically renewed without further action on either party’s part (but neither party having the right to prevent such renewals), for an unlimited number of additional 30-year periods. Notwithstanding the foregoing, this Agreement may be terminated by either party upon 180 days’ written notice to the other party only in the event that (i) the Railroad has abandoned, as defined in paragraph 2 hereof, all portions of the Easement Areas, or (ii) the other party shall fail to comply with any of the terms, covenants, agreements and conditions contained herein and such instance of default in the performance of any term, condition, covenant or agreement herein continues for 60 days after its receipt of written notice of said default from the non-defaulting party specifying said default (or, in the case of a default which by its nature cannot be cured within such 60-day period, if the other party shall not have commenced the curing of said default within such 60-day period and thereafter shall not diligently prosecute the curing of the default to completion). Upon termination of this Agreement, (i) the parties agree to promptly execute, deliver and record a termination of the Easement Agreements described in paragraph 1 hereof, in form reasonably acceptable to the Railroad and the City, and (ii) the Railroad agrees to remove its trackage and personal property from the Easement Areas, and to restore any damage caused by such removal, within a reasonable period of time following such termination.

4. Termination of Ordinance 63855 and the Permits. Effective as of the Delivery Date and upon the consummation of the transactions contemplated in paragraph 1 hereof, Ordinance 63855 and the Permits shall be of no further force and effect.

5. Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally or sent by registered or certified mail, postage pre-paid, and addressed as set forth below:

If to the City of St. Louis:

City of St. Louis  
Office of Comptroller  
City Hall, Room 212  
St. Louis, Missouri 63103  
Attention: Comptroller

with a copy to:

City of St. Louis  
Office of City Counselor  
City Hall, Room 314  
St. Louis, Missouri 63103  
Attention: City Counselor

If to the Railroad:

Terminal Railroad Association of St. Louis  
700 N. Second Street  
St. Louis, MO 63102  
Attention: President

with a copy to:

Bryan Cave LLP  
One Metropolitan Square  
Suite 3600  
St. Louis, MO 63102-2750  
Attn: Daniel C. Nester, Esq. and Victoria I. Goldson, Esq.

Any party may change the address to which notices are to be addressed by giving the other party notice in the manner herein set forth.

6. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Missouri.
7. Time of the Essence. Time is of the essence with respect to each and every provision of this Agreement.
8. Performance on Business Days. If any date for the occurrence of an event or act under this Agreement falls on a Saturday or Sunday or legal holiday in the State of Missouri, then the time for the occurrence of such event or act shall be extended to the next succeeding business day.
9. Entire Agreement; Binding Agreement. This Agreement, together with all the Exhibits, if any, attached hereto and incorporated by reference herein, constitutes the entire undertaking between the parties hereto, and supersedes any and all prior agreements, arrangements and understandings between the parties. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns (it being understood and agreed that the Railroad may assign this Agreement and the Easement Agreements at any time to any of its railroad affiliates, successors by merger or otherwise or current shareholders).
10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original.
11. Further Assurances. The parties hereto agree to execute any and all documents and take any and all actions as may be reasonably necessary to effectuate the terms and conditions hereof. In particular, in the event a legal description of the Easement Areas, or any portion thereof, shall not have been prepared, certified and depicted by a duly licensed land surveyor, engaged by the Railroad hereunder, by the date hereof, the City and the Railroad hereby covenant and agree to promptly re-execute and deliver the easement documents with respect to such portion of the Easement Areas, attaching thereto, as a corrective matter, such certified legal description and depiction thereof as soon as the same have been prepared.

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

THE CITY OF ST. LOUIS

Date of Execution: \_\_\_\_\_, 2002

By: \_\_\_\_\_  
Name: Francis G. Slay

Title: Mayor

Attest:

\_\_\_\_\_  
City Register

By: \_\_\_\_\_  
Name: Darlene Green  
Title: Comptroller

Approved as to form:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Assistant City Counselor

TERMINAL RAILROAD ASSOCIATION  
OF ST. LOUIS

Date of Execution: \_\_\_\_\_, 2002

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

**EXHIBIT A-1**

[ATTACH DEPICTIONS OF THE RAILROAD ROADBED AREAS]

Depictions of the Railroad Roadbed Areas on file in the Register's Office.

**EXHIBIT A-2**

[ATTACH DEPICTIONS OF THE PUBLIC GRADE CROSSING AREAS]

Depiction of the Public Grade Crossing Areas on file in the Register's Office.

**EXHIBIT A-3**

[ATTACH DEPICTIONS OF THE UNDERPASS AREAS]

Depictions of the Underpass Areas on file in the Register's Office.

**EXHIBIT A-4**

[ATTACH DEPICTIONS OF THE OVERPASS AREAS]

Depictions of the Overpass Areas on file in the Register's Office.

**EXHIBIT B-1**

(Form of Easement for Railroad Roadbed Areas)

[INSERT 3-INCH MARGIN, BORDERED ON THE BOTTOM BY A LINE, FOR RECORDER'S USE]

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT ("**Agreement**") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between THE CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri ("**Grantor**"), and TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS, a Missouri corporation ("**Grantee**"), having a mailing address of 700 N. Second Street, St. Louis, Missouri, 63102.

WITNESSETH:

WHEREAS, Grantor owns the real estate and/or rights-of-way (including, without limitation, public streets) situated in the City of St. Louis, State of Missouri, which is legally described in Exhibit A attached hereto at pages \_\_\_ to \_\_\_ and incorporated herein by reference and depicted in Exhibit B attached hereto and incorporated herein by reference (hereinafter called the "**Property**");

WHEREAS, Grantee operates a railroad in, among other places, the City of St. Louis, State of Missouri;

WHEREAS, Grantee desires an exclusive easement for railroad purposes on, in, over, under and across the Property; and

WHEREAS, Grantor desires to grant to Grantee such easement with respect to the Property on the terms and conditions

hereinbelow set forth.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto and in further consideration of the mutual agreements herein set forth, Grantor and Grantee hereby agree as follows:

Grantor hereby grants to Grantee a perpetual, exclusive easement (the "**Easement**") in, on, over, under, above and across the Property for any and all railroad purposes (including, without limitation, running trains comprised of locomotives and cars on single or double railroad tracks, and constructing, maintaining, repairing, operating, replacing and reconstructing trackage, railroad tracks, ties, switches, turnouts and all related appurtenances, signals, lights, communication facilities and improvements), subject to (i) those utility easements and licenses existing of record as of the date of this instrument, and (ii) future underground and overhead utility facilities as may be permitted by Grantor; provided, however, that (a) Grantor shall not allow the utility easements to which this Easement is expressly subject, and the holders thereof, as well as those acting by and through said holders, to interfere with Grantee's railroad operations and Grantee's Easement and rights granted herein and (b) Grantor agrees to cause any access to the Property by the holders of an utility easements to which the Easement is expressly subject to be conditioned on the following: (i) any such access shall be only as necessary for the purpose only of repairing, maintaining or replacing the facilities of any such holder; (ii) said holder shall give reasonable prior notice of its intent to access the Property and proposed activities within the Property to Grantee; and (iii) said holder shall comply with any reasonable scheduling requirements of Grantee and any reasonable safety precautions implemented by Grantee (e.g., flagging).

Upon Grantee's written request, Grantor hereby covenants and agrees to promptly re-execute and deliver this Agreement, attaching thereto, as a corrective and clarifying matter, legal descriptions and depictions of the Property, certified as accurate by a duly licensed land surveyor, engaged by Grantee.

The Easement granted herein is for the benefit of Grantee and its employees, agents, contractors, invitees, tenants and licensees. Said Easement established herein is perpetual, shall run with the land and shall bind, burden and benefit the parties hereto and their respective successors and assigns.

Grantee shall have the right, at Grantee's sole cost and expense, to fence (with jersey barriers or other fencing materials and/or gates) such portions of the Property as Grantee shall deem necessary or desirable.

Grantee shall maintain the surface of the Property in good order with rock bedding and shall, at reasonable regular intervals, clear weeds and refuse from the surface of the Property.

Grantee shall keep the Property free from any liens arising out of any work performed, material furnished or obligation incurred by or for Grantee or any person or entity claiming through or under Grantee. If any such lien shall at any time be filed against the Property, Grantee shall, within 45 days after the filing thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. In the event that Grantee shall not within said 45-day period cause the same to be released of record, Grantor shall have, in addition to all other remedies at law or in equity, the right, but not the obligation, to cause such lien to be released by such means as Grantor deems proper, including, but not limited to, payment of the claim giving rise to such lien and Grantee agrees to reimburse Grantor for its cost and expenses reasonably incurred in connecting therewith promptly upon Grantee's receipt of written demand therefor.

In the event Grantor, or any of its agents, employees, contractors, subcontractors, officials, licensees, grantees (under easement documents or the like) other than Grantee, franchisees or tenants damage any of Grantee's property, trackage, improvements or facilities within the Property or necessitate the taking of action by Grantee to protect, re-arrange or restore any of its property, trackage, improvements any time, Grantor shall be responsible to pay to Grantee the reasonable cost of repairing any such damage and taking any such action, promptly upon receipt of a written request therefor, together with documentation reasonably substantiating the amounts set forth therein.

The Easement granted herein shall not terminate except upon Grantee's recording of a termination of easement in the Office of the Recorder of Deeds for the City of St. Louis, Missouri.

If any legal action is brought for enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

The unenforceability of any provision of this Agreement shall not render the remaining provisions hereof unenforceable or void.

This Agreement contains the entire agreement and understanding of the parties hereto relative to the subject matter hereof and supersedes all other agreements and understandings, if any, oral or in writing. This Agreement may not be amended except in writing signed by the parties hereto and duly recorded in the real property records of the City of St. Louis, Missouri.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee (1) that Grantor is the owner of the above described land and has full right and authority validly to grant this Easement, (2) that Grantee may quietly enjoy the Easement for the purposes herein stated, (3) that Grantor will not create or permit any obstruction of any kind or character that will

interfere with the exercise and enjoyment of the Easement hereinabove conveyed, and (4) Grantee shall not be subject to any real estate or other ad valorem tax by the City of St. Louis, Missouri, as a result of, or attributable to the Easement.

Each individual executing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity for which the individual is executing on behalf of, and that this Agreement is binding upon the entity for which said individual is so executing.

IN WITNESS WHEREOF, Grantee and Grantor have executed and delivered this Agreement as of the day and year first above written.

GRANTOR:

THE CITY OF ST. LOUIS

Date of Execution: \_\_\_\_\_, 2002

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

Attest:

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

\_\_\_\_\_  
City Register

Approved as to form:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Assistant City Counselor

GRANTEE:

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS

Date of Execution: \_\_\_\_\_, 2002

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

[INSERT ACKNOWLEDGMENTS]

EXHIBIT A TO EASEMENT: Insert Legal Description of the Property.

EXHIBIT B TO EASEMENT: Insert Depiction of the Property.

**EXHIBIT B-2**

(Form of Easement for Public Grade Crossing Areas)

[INSERT 3-INCH MARGIN, BORDERED ON THE BOTTOM BY A LINE, FOR RECORDER'S USE]

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT ("**Agreement**") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between THE CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri ("**Grantor**"), and TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS, a Missouri corporation ("**Grantee**"), having a mailing address of 700 N. Second Street, St. Louis, Missouri, 63102.

WITNESSETH:

WHEREAS, Grantor owns the real estate and/or rights-of-way (including, without limitation, public streets) situated in the City of St. Louis, State of Missouri, which is legally described in Exhibit A attached hereto at pages \_\_\_ to \_\_\_ and incorporated herein by reference and depicted in Exhibit B attached hereto and incorporated herein by reference (hereinafter called the "**Property**");

WHEREAS, Grantee operates a railroad in, among other places, the City of St. Louis, State of Missouri;

WHEREAS, Grantee desires an exclusive easement for railroad purposes on, in, over, under and across the Property; and

WHEREAS, Grantor desires to grant to Grantee such easement with respect to the Property on the terms and conditions hereinbelow set forth and subject to the reservation set forth herein.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto and in further consideration of the mutual agreements herein set forth, Grantor and Grantee hereby agree as follows:

Grantor hereby grants to Grantee a perpetual, exclusive easement (the **"Easement"**) in, on, over, under, above and across the Property for any and all railroad purposes (including, without limitation, running trains comprised of locomotives and cars on single or double railroad tracks, and constructing, maintaining, repairing, operating, replacing and reconstructing trackage, railroad tracks, ties, switches, turnouts and all related appurtenances, signals, lights, communication facilities and improvements), subject to (i) the reservation in favor of Grantor set forth below, (ii) those utility easements and licenses existing of record as of the date of this instrument, (iii) future underground and overhead utility facilities as may be permitted by Grantor, provided, however, that Grantor shall not allow the same to interfere with Grantee's railroad operations, and (iv) the non-exclusive perpetual right of the public to cross the Property, at grade, by vehicular and pedestrian means; provided, however, that (a) Grantor shall not allow the utility easements to which this Easement is expressly subject, and the holders thereof, as well as those acting by and through said holders, to interfere with Grantee's railroad operations and Grantee's Easement and rights granted herein and (b) Grantor agrees to cause any access to the Property by the holders of an utility easements to which the Easement is expressly subject to be conditioned on the following: (i) any such access shall be only as necessary for the purpose only of repairing, maintaining or replacing the facilities of any such holder; (ii) said holder shall give reasonable prior notice of its intent to access the Property and proposed activities within the Property to Grantee; and (iii) said holder shall comply with any reasonable scheduling requirements of Grantee and any reasonable safety precautions implemented by Grantee (e.g., flagging).

Grantor hereby reserves unto itself the non-exclusive, perpetual right for its agents, employees, officials and contractors to use, maintain, repair, replace and reconstruct the paved roads existing as of the date of this instrument on the Property; provided, however, that (i) Grantor and its employees, officials and contractors shall not interfere with Grantee's railroad operations and Grantee's Easement and rights granted herein, (ii) said parties shall give reasonable prior notice of their intent to access the Property and proposed activities hereunder within the Property to Grantee, (iii) said parties shall comply with any reasonable scheduling requirements of Grantee and any reasonable safety precautions implemented by Grantee (e.g., flagging) and (iv) at all times Grantor shall be responsible for performing, at Grantor's sole act and expense, any and all necessary repair, maintenance, replacements and reconstruction of such roads, except that Grantee, at Grantee's sole cost and expense, shall be responsible for the maintenance and repair of any such railroad crossing to the extent required by the applicable statutes of the State of Missouri.

Upon Grantee's written request, Grantor hereby covenants and agrees to promptly re-execute and deliver this Agreement, attaching thereto, as a corrective and clarifying matter, legal descriptions and depictions of the Property, certified as accurate by a duly licensed land surveyor, engaged by Grantee.

The Easement granted herein is for the benefit of Grantee and its employees, agents, contractors, invitees, tenants and licensees. Said Easement established herein is perpetual, shall run with the land and shall bind, burden and benefit the parties hereto and their respective successors and assigns.

Grantee shall maintain the surface of the Property located between its tracks and rails or located within one-foot of such rails, in a condition that will allow vehicular and pedestrian traffic over such tracks and rails, to the reasonable satisfaction of the Director of Streets of the City of St. Louis. In the event any necessary maintenance, repair or replacement of its facilities will interfere with public travel along the public street and related appurtenances (e.g., sidewalks) located on the Property, then Grantee shall cooperate with Grantor, both acting reasonably, in the scheduling and performance of the same so as to eliminate or minimize such interference and Grantee shall restore any areas of Property affected by the same, to the reasonable satisfaction of the Director of Streets of the City of St. Louis. In the event Grantee continues in default in the performance of its obligations under this paragraph for 10 days after its receipt of written notice of said default from Grantor (or, in the case of a default which by its nature cannot be cured within such 30-day period, if Grantee shall not have commenced the curing of the default within such 30-day period and thereafter shall not diligently prosecute the curing of the default to completion), Grantor, in addition to any other rights and remedies at law or in equity, may cure Grantee's default, at Grantee's expense, and Grantee shall reimburse Grantor for the sums reasonably expended by Grantor to effect such cure promptly upon Grantee's receipt of a written demand therefor.

Grantee shall keep the Property free from any liens arising out of any work performed, material furnished or obligation incurred by or for Grantee or any person or entity claiming through or under Grantee. If any such lien shall at any time be filed against the Property, Grantee shall, within 45 days after the filing thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. In the event that Grantee shall not within said 45-day period cause the same to be released of record, Grantor shall have, in addition to all other remedies at law or in equity, the right, but not the obligation, to cause such lien to be released by such means as Grantor deems proper, including, but not limited to, payment of the claim giving rise to such lien and Grantee agrees to reimburse Grantor for its cost and expenses reasonably incurred in connection therewith promptly upon Grantee's receipt of written demand therefor.

In the event Grantor, or any of its agents, employees, contractors, subcontractors, officials, licensees, grantees (under easement documents or the like) other than Grantee, franchisees or tenants damage any of Grantee's property, trackage, improvements or facilities within the Property or necessitate the taking of action by Grantee to protect, re-arrange or restore any of its property, trackage, improvements any time, Grantor shall be responsible to pay to Grantee the reasonable cost of repairing any such damage and taking any such action, promptly upon receipt of a written request therefor, together with documentation reasonably substantiating the amounts set forth therein.

The Easement granted herein shall not terminate except upon Grantee's recording of a termination of easement in the Office

of the Recorder of Deeds for the City of St. Louis, Missouri.

If any legal action is brought for enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

The unenforceability of any provision of this Agreement shall not render the remaining provisions hereof unenforceable or void.

This Agreement contains the entire agreement and understanding of the parties hereto relative to the subject matter hereof and supersedes all other agreements and understandings, if any, oral or in writing. This Agreement may not be amended except in writing signed by the parties hereto and duly recorded in the real property records of the City of St. Louis, Missouri.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee (1) that Grantor is the owner of the above described land and has full right and authority validly to grant this Easement, (2) that Grantee may quietly enjoy the Easement for the purposes herein stated, (3) that Grantor will not create or permit any obstruction of any kind or character that will interfere with the exercise and enjoyment of the Easement hereinabove conveyed, and (4) Grantee shall not be subject to any real estate or other ad valorem tax by the City of St. Louis, Missouri, as a result of, or attributable to the Easement.

Each individual executing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity for which the individual is executing on behalf of, and that this Agreement is binding upon the entity for which said individual is so executing.

IN WITNESS WHEREOF, Grantee and Grantor have executed and delivered this Agreement as of the day and year first above written.

GRANTOR:

THE CITY OF ST. LOUIS

Date of Execution: \_\_\_\_\_, 2002

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

Attest:

\_\_\_\_\_  
City Register

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

Approved as to form:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Assistant City Counselor

GRANTEE:

TERMINAL RAILROAD ASSOCIATION  
OF ST. LOUIS

Date of Execution: \_\_\_\_\_, 2002

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

[INSERT ACKNOWLEDGMENTS]

EXHIBIT A TO EASEMENT: Insert Legal Description of the Property.

EXHIBIT B TO EASEMENT: Insert Depiction of the Property.

**EXHIBIT B -3**

(Form of Easement for Underpass Areas)

[INSERT 3-INCH MARGIN, BORDERED ON THE BOTTOM BY A LINE, FOR RECORDER'S USE]

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT ("**Agreement**") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between THE CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri ("**Grantor**"), and

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS, a Missouri corporation (“**Grantee**”), having a mailing address of 700 N. Second Street, St. Louis, Missouri, 63102.

WITNESSETH:

WHEREAS, Grantor owns the real estate situated in the City of St. Louis, State of Missouri, which is legally described in Exhibit A attached hereto at pages \_\_\_ to \_\_\_ and incorporated herein by reference and depicted in Exhibit B attached hereto and incorporated herein by reference (hereinafter called the “**Property**”);

WHEREAS, Grantee operates a railroad in, among other places, the City of St. Louis, State of Missouri;

WHEREAS, Grantee desires an exclusive easement for railroad purposes under the Property; and

WHEREAS, Grantor desires to grant to Grantee such easement with respect to the Property on the terms and conditions hereinbelow set forth.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto and in further consideration of the mutual agreements herein set forth, Grantor and Grantee hereby agree as follows:

Grantor hereby grants to Grantee a perpetual, exclusive easement (the “**Easement**”) under and through the Property for any and all railroad purposes (including, without limitation, running trains comprised of locomotives and cars on single or double railroad tracks, and constructing, maintaining, repairing, operating, replacing and reconstructing an underpass structure, trackage, railroad tracks, ties, switches, turnouts and all related appurtenances, signals, lights, communication facilities and improvements), subject to (i) those utility easements and licenses existing of record as of the date of this instrument, and (ii) future underground and overhead utility facilities as may be permitted by Grantor; provided, however, that (a) Grantor shall not allow the utility easements to which this Easement is expressly subject, and the holders thereof, as well as those acting by and through said holders, to interfere with Grantee’s railroad operations and Grantee’s Easement and rights granted herein and (b) Grantor agrees to cause any access to the Property by the holders of an utility easements to which the Easement is expressly subject to be conditioned on the following: (i) any such access shall be only as necessary for the purpose only of repairing, maintaining or replacing the facilities of any such holder; (ii) said holder shall give reasonable prior notice of its intent to access the Property and proposed activities within the Property to Grantee; and (iii) said holder shall comply with any reasonable scheduling requirements of Grantee and any reasonable safety precautions implemented by Grantee (e.g., flagging). It is understood and agreed that the Easement is an underground easement only, without any minimum depth.

Upon Grantee’s written request, Grantor hereby covenants and agrees to promptly re-execute and deliver this Agreement, attaching thereto, as a corrective and clarifying matter, legal descriptions and depictions of the Property, certified as accurate by a duly licensed land surveyor, engaged by Grantee.

The Easement granted herein is for the benefit of Grantee and its successors, assigns, employees, agents, contractors, invitees, tenants and licensees. Said Easement established herein is perpetual, shall run with the land and shall bind, burden and benefit the parties hereto and their respective successors and assigns.

Grantee shall maintain any underpass structure in proper and safe condition; provided, however, that any underpass structure need only to be able to support the public streets and related appurtenances as the same exist as of the date of this Agreement. Grantee shall not be required to increase the structural load capacity of, or to make other modifications to, the underpass structure to accommodate changes to the surface improvements after the date of this Agreement, and changes necessitating modifications to the underpass structure shall not be made without the prior written consent of Grantee and without Grantor paying for the cost of any modifications to Grantee’s underpass structure that will be necessitated by the same.

In the event any necessary maintenance, repair or replacement of its facilities (including, without limitation, the underpass structure) will interfere with public travel along the public street and related appurtenances (e.g., sidewalks) located on the Property, then Grantee shall cooperate with Grantor, both acting reasonably, in the scheduling and performance of the same so as to eliminate or minimize such interference and Grantee shall restore any areas of the surface of Property affected by the same, to the reasonable satisfaction of the Director of Streets of the City of St. Louis. In the event Grantee continues in default in the performance of its obligations under this paragraph for 10 days after its receipt of written notice of said default from Grantor (or, in the case of a default which by its nature cannot be cured within such 30-day period, if Grantee shall not have commenced the curing of the default within such 30-day period and thereafter shall not diligently prosecute the curing of the default to completion), Grantor, in addition to any other rights and remedies at law or in equity, may cure Grantee’s default, at Grantee’s expense, and Grantee shall reimburse Grantor for the sums reasonably expended by Grantor to effect such cure promptly upon Grantee’s receipt of a written demand therefor.

Grantee shall keep the Property free from any liens arising out of any work performed, material furnished or obligation incurred by or for Grantee or any person or entity claiming through or under Grantee. If any such lien shall at any time be filed against the Property, Grantee shall, within 45 days after the filing thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. In the event that Grantee shall not within said 45-day period cause the same to be released of record, Grantor shall have, in addition to all other remedies at law or in equity, the right, but not the obligation, to cause such lien to be released by such means as Grantor deems proper, including, but not limited to, payment of the claim giving rise to such lien and Grantee agrees to reimburse Grantor for its cost and expenses reasonably incurred in connection therewith promptly

upon Grantee's receipt of written demand therefor.

In the event Grantor, or any of its agents, employees, contractors, subcontractors, officials, licensees, grantees (under easement documents or the like) other than Grantee, franchisees or tenants damage any of Grantee's property, trackage, improvements or facilities within the Property or necessitate the taking of action by Grantee to protect, re-arrange or restore any of its property, trackage, improvements any time, Grantor shall be responsible to pay to Grantee the reasonable cost of repairing any such damage and taking any such action, promptly upon receipt of a written request therefor, together with documentation reasonably substantiating the amounts set forth therein.

The Easement granted herein shall not terminate except upon Grantee's recording of a termination of easement in the Office of the Recorder of Deeds for the City of St. Louis, Missouri.

If any legal action is brought for enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

The unenforceability of any provision of this Agreement shall not render the remaining provisions hereof unenforceable or void.

This Agreement contains the entire agreement and understanding of the parties hereto relative to the subject matter hereof and supersedes all other agreements and understandings, if any, oral or in writing. This Agreement may not be amended except in writing signed by the parties hereto and duly recorded in the real property records of the City of St. Louis, Missouri.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee (1) that Grantor is the owner of the above described land and has full right and authority validly to grant this Easement, (2) that Grantee may quietly enjoy the Easement for the purposes herein stated, (3) that Grantor will not create or permit any obstruction of any kind or character that will interfere with the exercise and enjoyment of the Easement hereinabove conveyed, and (4) Grantee shall not be subject to any real estate or other ad valorem tax by the City of St. Louis, Missouri, as a result of, or attributable to the Easement.

Each individual executing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity for which the individual is executing on behalf of, and that this Agreement is binding upon the entity for which said individual is so executing.

IN WITNESS WHEREOF, Grantee and Grantor have executed and delivered this Agreement as of the day and year first above written.

GRANTOR:

THE CITY OF ST. LOUIS

Date of Execution: \_\_\_\_\_, 2002

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

Attest:

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

\_\_\_\_\_  
City Register

Approved as to form:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Assistant City Counselor

GRANTEE:

TERMINAL RAILROAD ASSOCIATION  
OF ST. LOUIS

Date of Execution: \_\_\_\_\_, 2002

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

[INSERT ACKNOWLEDGMENTS]

EXHIBIT A TO EASEMENT: Insert Legal Description of the Property.

EXHIBIT B TO EASEMENT: Insert Depiction of the Property.

**EXHIBIT B-4**

(Form of Easement for Overpass Areas)

[INSERT 3-INCH MARGIN, BORDERED ON THE BOTTOM BY A LINE, FOR RECORDER'S USE]

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT ("**Agreement**") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between THE CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri ("**Grantor**"), and TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS, a Missouri corporation ("**Grantee**"), having a mailing address of 700 N. Second Street, St. Louis, Missouri, 63102.

**WITNESSETH:**

WHEREAS, Grantor owns the real estate situated in the City of St. Louis, State of Missouri, a legally described in Exhibit A attached hereto at pages \_\_\_ to \_\_\_ and incorporated herein by reference and depicted in Exhibit B and Exhibit C attached hereto and incorporated herein by reference (hereinafter called the "**Property**");

WHEREAS, Grantee operates a railroad in, among other places, the City of St. Louis, State of Missouri and currently operates elevated trackage located on an overpass affixed to the Property (the "**Overpass**");

WHEREAS, Grantee desires to acquire and Grantor desires to convey a perpetual easement in, on, over, under, above and across the Property for any and all railroad purposes, which shall be exclusive as to those areas, more particularly described below, on which the bases to the Overpass presently sit and which shall be exclusive as to the airspace of the balance of the Property, as more particularly described below, commencing at \_\_\_\_\_ feet above mean sea level and non-exclusive as to said areas below said level, on the terms and conditions set forth below; and

WHEREAS, Grantor desires to grant to Grantee such easement with respect to the Property on the terms and conditions hereinbelow set forth.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto and in further consideration of the mutual agreements herein set forth, Grantor and Grantee hereby agree as follows:

Grantor hereby grants to Grantee a perpetual, exclusive easement in, on, over, under, above and across those portions of the Property depicted on Exhibit B hereto for any and all railroad purposes (including, without limitation, running trains comprised of locomotives and cars on single or double railroad tracks, and constructing, maintaining, repairing, operating, replacing and reconstructing an overpass structure, trackage, railroad tracks, ties, switches, turnouts and all related appurtenances, signals, lights, communication facilities and improvements), subject to (i) those utility easements and licenses existing of record as of the date of this instrument, and (ii) future underground and overhead utility facilities as may be permitted by Grantor; provided, however, that (a) Grantor shall not allow the utility easements to which the easement granted in this paragraph is expressly subject, and the holders thereof, as well as those acting by and through said holders, to interfere with Grantee's railroad operations and Grantee's easement and rights granted in this paragraph and (b) Grantor agrees to cause any access to the Property by the holders of an utility easements to which the easement granted in this paragraph is expressly subject to be conditioned on the following: (i) any such access shall be only as necessary for the purpose only of repairing, maintaining or replacing the facilities of any such holder; (ii) said holder shall give reasonable prior notice of its intent to access the Property and proposed activities within the Property to Grantee; and (iii) said holder shall comply with any reasonable scheduling requirements of Grantee and any reasonable safety precautions implemented by Grantee (e.g., flagging). Grantor shall not use or enjoy the areas of the Property affected by the easement conveyed to Grantee in this paragraph.

Grantor hereby grants to Grantee a perpetual, exclusive easement in, on, over, under, above and across the airspace of the Property above those portions of the Property depicted on Exhibit C hereto commencing at \_\_\_\_\_ feet above mean sea level for any and all railroad purposes (including, without limitation, running trains comprised of locomotives and cars on single or double railroad tracks and constructing, maintaining, repairing, operating, replacing and reconstructing an overpass structure, trackage, railroad tracks, ties, switches, turnouts and all related appurtenances, signals, lights, communication facilities, and improvements), subject to those utility easements and licenses existing of record as of the date of this instrument; provided, however, that (a) Grantor shall not allow the utility easements to which the easement granted in this paragraph is expressly subject, and the holders thereof, as well as those acting by and through said holders, to interfere with Grantee's railroad operations and Grantee's easement and rights granted in this paragraph and (b) Grantor agrees to cause any access to the Property by the holders of an utility easements to which the easement granted in this paragraph is expressly subject to be conditioned on the following: (i) any such access shall be only as necessary for the purpose only of repairing, maintaining or replacing the facilities of any such holder; (ii) said holder shall give reasonable prior notice of its intent to access the Property and proposed activities within the Property to Grantee; and (iii) said holder shall comply with any reasonable scheduling requirements of Grantee and any reasonable safety precautions implemented by Grantee (e.g., flagging). Grantor shall not use or enjoy the areas of the Property affected by the easement conveyed to Grantee in this paragraph.

Grantor hereby grants to Grantee a perpetual, non-exclusive easement in, on, over, under, above and across those portions of the Property depicted on Exhibit C hereto located below \_\_\_\_\_ feet above mean sea level for any and all railroad purposes (including, without limitation, constructing, maintaining, repairing, operating, replacing and reconstructing an overpass structure and all related appurtenances, signals, lights, communication facilities, and improvements), subject to (i) those utility easements and licenses existing of record as of the date of this instrument and (ii) future underground and overhead utility facilities as may be permitted by Grantor; provided, however, that (a) Grantor shall not allow the utility easements to which the easement granted in this paragraph is expressly subject, and the holders thereof, as well as those acting by and through said holders, to interfere with Grantee's railroad operations and Grantee's easement and rights granted in this paragraph and (b) Grantor agrees to cause any access to the Property by the holders of an utility easements to which the easement granted in this paragraph is expressly subject to be conditioned on the following: (i) any such access shall be only as necessary for the purpose only of repairing, maintaining or replacing the facilities of any such holder; (ii) said holder shall give reasonable prior notice of its intent to access the Property and proposed activities within the Property to Grantee; and (iii) said holder shall comply with any reasonable scheduling requirements of Grantee and any reasonable safety precautions implemented by Grantee (e.g., flagging). Grantee shall not unreasonably interfere with vehicular and pedestrian traffic across said portions of the Property. Grantor hereby agrees that although the easement conveyed to Grantee in this paragraph is non-exclusive, Grantor shall not use the areas affected thereby in a manner that unreasonably interferes with said easement and Grantee's railroad operations (including, without limitation, Grantee's repair and maintenance of any trestles, overpasses or trackage).

All easements and rights conveyed by Grantor to Grantee in this instrument shall be referred to herein collectively as the **"Easement"**.

Upon Grantee's written request, Grantor hereby covenants and agrees to promptly re-execute and deliver this Agreement, attaching thereto, as a corrective and clarifying matter, legal descriptions and depictions of the Property, certified as accurate by a duly licensed land surveyor, engaged by Grantee.

The Easement granted herein is for the benefit of Grantee and its employees, agents, contractors, invitees, tenants and licensees. Said Easement established herein is perpetual, shall run with the land and shall bind, burden and benefit the parties hereto and their respective successors and assigns.

In the event any necessary maintenance, repair or replacement of its facilities will interfere with public travel along the public street and related appurtenances (e.g., sidewalks) located on the Property, then Grantee shall cooperate with Grantor, both acting reasonably, in the scheduling and performance of the same so as to eliminate or minimize such interference and Grantee shall restore any areas of Property affected by the same, to the reasonable satisfaction of the Director of Streets of the City of St. Louis. In the event Grantee continues in default in the performance of its obligations under this paragraph for 10 days after its receipt of written notice of said default from Grantor (or, in the case of a default which by its nature cannot be cured within such 30-day period, if Grantee shall not have commenced the curing of the default within such 30-day period and thereafter shall not diligently prosecute the curing of the default to completion), Grantor, in addition to any other rights and remedies at law or in equity, may cure Grantee's default, at Grantee's expense, and Grantee shall reimburse Grantor for the sums reasonably expended by Grantor to effect such cure promptly upon Grantee's receipt of a written demand therefor.

Grantee shall keep the Property free from any liens arising out of any work performed, material furnished or obligation incurred by or for Grantee or any person or entity claiming through or under Grantee. If any such lien shall at any time be filed against the Property, Grantee shall, within 45 days after the filing thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. In the event that Grantee shall not within said 45-day period cause the same to be released of record, Grantor shall have, in addition to all other remedies at law or in equity, the right, but not the obligation, to cause such lien to be released by such means as Grantor deems proper, including, but not limited to, payment of the claim giving rise to such lien and Grantee agrees to reimburse Grantor for its cost and expenses reasonably incurred in connection therewith promptly upon Grantee's receipt of written demand therefor.

In the event Grantor, or any of its agents, employees, contractors, subcontractors, officials, licensees, grantees (under easement documents or the like) other than Grantee, franchisees or tenants damage any of Grantee's property, trackage, improvements or facilities within the Property or necessitate the taking of action by Grantee to protect, re-arrange or restore any of its property, trackage, improvements any time, Grantor shall be responsible to pay to Grantee the reasonable cost of repairing any such damage and taking any such action, promptly upon receipt of a written request therefor, together with documentation reasonably substantiating the amounts set forth therein.

The Easement granted herein shall not terminate except upon Grantee's recording of a termination of easement in the Office of the Recorder of Deeds for the City of St. Louis, Missouri.

If any legal action is brought for enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

The unenforceability of any provision of this Agreement shall not render the remaining provisions hereof unenforceable or void.

This Agreement contains the entire agreement and understanding of the parties hereto relative to the subject matter hereof

and supersedes all other agreements and understandings, if any, oral or in writing. This Agreement may not be amended except in writing signed by the parties hereto and duly recorded in the real property records of the City of St. Louis, Missouri.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee (1) that Grantor is the owner of the above described land and has full right and authority validly to grant this Easement, (2) that Grantee may quietly enjoy the Easement for the purposes herein stated, (3) that Grantor will not create or permit any obstruction of any kind or character that will interfere with the exercise and enjoyment of the Easement hereinabove conveyed, and (4) Grantee shall not be subject to any real estate or other ad valorem tax by the City of St. Louis, Missouri, as a result of, or attributable to the Easement.

Each individual executing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity for which the individual is executing on behalf of, and that this Agreement is binding upon the entity for which said individual is so executing.

IN WITNESS WHEREOF, Grantee and Grantor have executed and delivered this Agreement as of the day and year first above written.

GRANTOR:

THE CITY OF ST. LOUIS

Date of Execution: \_\_\_\_\_, 2002

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

Attest:

\_\_\_\_\_  
City Register

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

Approved as to form:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Assistant City Counselor

GRANTEE:

TERMINAL RAILROAD ASSOCIATION  
OF ST. LOUIS

Date of Execution: \_\_\_\_\_, 2002

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

[INSERT ACKNOWLEDGMENTS]

EXHIBIT A TO EASEMENT: Insert Legal Description of the Property.

EXHIBIT B TO EASEMENT: Insert Legal Depiction of Areas in which structural supports of the Overpasses may be located.

EXHIBIT C TO EASEMENT: Insert Legal Depiction of Areas for all areas of the Property other than those depicted in Exhibit B.

**EXHIBIT C**

**LIST OF PROPERTIES**

<b>Tract I.D.</b>	<b>Property Description</b>	<b>Easement Area (Square Feet)</b>	<b>Fee Simple Area (Square Feet)</b>
<b>Terminal Railroad Association of St. Louis Properties Proposed to be Conveyed to LRA</b>			
TRRA-1	CB 18 – Carr Street at L.K. Sullivan Boulevard		3,925
TRRA-2	CB 18 – Carr Street at L.K. Sullivan Boulevard		5,520
TRRA-3	CB 19 – Biddle Street at First Street (East of Tracks)		31,153
TRRA-4	CB 21 – Biddle Street at Second Street		55,970
TRRA-6	CB 2526 – Riverfront at Bremen Avenue		159,429
TRRA-8	CB 664W – Branch Street Site		<u>34,125</u>

Subtotal Terminal Railroad Association to LRA		290,122
<b>Terminal Railroad Association of St. Louis Properties Proposed to be Conveyed to the City of St. Louis</b>		
TRRA-8A	CB 418 – 11th/Cerre/Tucker/Poplar Streets	72,680
	Subtotal Terminal Railroad Association to City of St. Louis:	<u>72,680</u>
<b>Total to Non-Railroad Parties</b>		<u>362,802</u>
<b>Terminal Railroad Association of St. Louis Properties Proposed to be Acquired from Non-Railroad Parties</b>		
SLPA-1	CB 14–18 - Public Wharf (Columns)	5,253
	CB 14–18 - Public Wharf (Surface)	40,384
SLPA-2	CB 223, 224, 233 – Wharf at Florida	65,150
SLPA-3	CB 234, 236, 237, 289, 290, 291, 2142	305,435
SLPA-4	CB 863, 867, 870, 872	265,000
SLPA-5	CB 238, 292 – First Street QCD	20,321
	Subtotal - St. Louis Port Authority	<u>681,222</u> <u>20,321</u>
CMPT-1	CB 1 – Plum at First Street	6,642
CMPT-2	CB 419 – Seventh at Gratiot Street	5,542
CMPT-3	CB 233 – Florida Street at Wharf	6,460
CMPT-4	CB 289 – Tyler at First Street	16,202
CMPT-5	CB 2142 – First at Clinton Street QCD	3,012
CMPT-6	CB 2142 – North Market Street at First Street	23,538
CMPT-7	CB 2142 – North Market Street at Wharf	25,486
CMPT-8	CB 2450 – North of Ferry Street	428,626
CMPT-9	CB 300 – North Market at Hall Street	33,545
CMPT-10	Ordinance 29617 Trackage	
	Ordinance 29617 Rights of Way	
	Subtotal – St. Louis Comptroller	<u>454,112</u> <u>94,941</u>
LRA-1	CB 20 – First Street QCD	6,576
LRA-3	CB 2506 – Ferry Street at BNSF	4,896
LRA-4	CB 3444 – Bulwer Avenue QCD	6,000
LRA-5	CB 3463 – Bulwer Avenue QCD	6,000
LRA-7	CB 18 – Carr Street Trestle Column	501
	Subtotal – Land Reutilization Authority	<u>5,397</u> <u>18,576</u>
<b>Total City of St. Louis to Terminal Railroad:</b>		<u>1,140,731</u> <u>133,838</u>

**EXHIBIT D**

**MAP**

Map on file in the Register’s Office.

**Approved: February 10, 2003**

**ORDINANCE #65782  
Board Bill No. 364**

An Ordinance recommended and approved by the Board of Estimate and Apportionment appropriating fifty thousand dollars (\$50,000) from The Equitable Relief From Utility Tax Fund established under the authority of Ordinances 60247 and 60565 in order to fund programs, subject to the supervision or administration of the Department of Human Services, to assist residents of the City of St. Louis, whose gross annual income is not more than one hundred seventy-five percent of the federal poverty level established by the Department of Health and Human Services, in the payment for their gas and home heating oil heating service and authorizing the Director of Human Services to expend said funds upon the approval of the Board of Estimate and Apportionment and containing an emergency clause.

**WHEREAS**, The Equitable Relief From Utility Tax Fund was established by Ordinance 60247 as amended by Ordinance 60565 for the purpose of providing funds to assist residents of the City of St. Louis in the payment of their gas and home heating oil

heating service;

**WHEREAS**, the source of these funds is Gas Company Gross Receipts Tax which is collected by the City of St. Louis;

**WHEREAS**, The Equitable Relief from Tax Fund has an amount of not less than \$50,000.

**WHEREAS**, these funds can be used to assist residents of this City who are unable to afford the significant cost of gas and home heating oil heating service this winter.

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

**SECTION ONE.** There is hereby appropriated fifty thousand dollars (\$50,000) from The Equitable Relief From Utility Tax Fund established under the authority Ordinance 60247 and 60565 in order to fund programs, subject to the supervision or administration of the Department of Human Services in order to assist residents of the City of St. Louis whose gross annual income is not more than one hundred seventy-five percent of the federal poverty level established by the Department of Health and Human Services, or its successor agency, in the payment for their gas and home heating oil heating service. The Director of Human Service may expend said funds, by contract or otherwise, upon the approval of the Board of Estimate and Apportionment.

**SECTION TWO.** Emergency Clause. This being an Ordinance for the preservation of public peace, health and safety, it 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 therefore shall become effective immediately upon its passage and approval by the Mayor.

**Approved: February 10, 2003**

**ORDINANCE #65783  
Board Bill No. 116**

An ordinance amending Section One of Ordinance 62206, adopted on January 31, 1991, directing that all interest earned on funds deposited into the special revolving account established for each ward shall be deposited in such ward accounts, shall not be transferred or reallocated to any other account or fund, shall not be assigned to general revenue and shall be used solely for the purposes set forth in Ordinance 57555, as codified in Section 20.26.240 of the Revised Code; and containing an emergency clause.

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

**SECTION ONE.** The provisions of Section One of Ordinance 62206, as codified in Section 20.26.290 of the Revised Code, shall be amended to read as follows:

20.26.290. There is hereby created as part of the matching funds program here established, a special revolving account to administer said program for each ward as established in the City; upon the receipt of payment of funds by the property owner in compliance with the billing provisions of Section 20.26.260, the funds so received and any interest earned on such funds shall be deposited in the revolving account of the ward in which the improvements have been made. Thereafter said funds and interest shall not be transferred or reallocated to any other account or fund, nor shall said funds or interest be assigned to general revenue, but said funds and interest shall be used solely in furtherance of the purposes stated in Section 20.26.240 within the ward boundaries of the ward for that specific account or revolving fund has been established.

**SECTION TWO Emergency clause.**

This being an ordinance for the preservation of public peace, health, and safety, it 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 therefore shall become effective immediately upon its passage and approval by the mayor.

**Approved: February 14, 2003**

**ORDINANCE #65784  
Board Bill No. 343**

An Ordinance authorizing and directing the Fire Commissioner and Chief, on behalf of the City of St. Louis, to enter into and execute a Grant Agreement with the Federal Emergency Management Agency for a grant to fund a fire operations and firefighter safety program, appropriating said funds and authorizing the Fire Commissioner and Chief, upon approval of the Board of Estimate and Apportionment, to expend funds by entering into contracts or otherwise for grant purposes and containing an emergency clause.

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

**SECTION ONE.** The Fire Commissioner and Chief is hereby authorized and directed, on behalf of the City of St. Louis, to enter into and execute a Grant Agreement with the Federal Emergency Management Agency for a grant to fund a fire operations and firefighter safety program. Said Grant Agreement shall be substantially in words and figures the same as the attached Agreement, which is made part of this Ordinance and is on file in the Register's Office.

**SECTION TWO.** The Fire Commissioner and Chief is hereby authorized and directed, upon approval of the Board of Estimate and Apportionment, to expend the funds, which are hereby appropriated for said purpose, by entering into contracts or otherwise received pursuant to the Grant Agreement, totaling \$558,530.00, in a manner that is consistent with the provisions of said Agreement, a copy of which is attached hereto and shall become part of the ordinance.

**SECTION THREE.** Emergency Clause. This being an Ordinance for the immediate preservation of public peace, health and safety, it is hereby declared to be an immediate measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this Ordinance shall become effective immediately upon its passage and approval by the Mayor.

**Approved: February 14, 2003**

**ORDINANCE #65785**  
**Board Bill No. 344**

An ordinance authorizing and directing the Mayor, on the behalf of the City of St. Louis, to submit all necessary applications and to enter into agreements with the U.S. Department of Justice or any other federal agency for the FY 2002-04 Local Law Enforcement Block Grant Program and authorizing the Mayor, upon approval of the Board of Estimate and Apportionment, to expend any funds received by said grants to fulfill the obligations of the grants, and containing an emergency clause.

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

**SECTION ONE:** The Mayor, on the behalf of the City of St. Louis, is hereby authorized and directed to submit all necessary applications and to enter into any agreements with the U.S. Department of Justice or any other federal agency for the FY 2002 Local Law Enforcement Block Grant Program and authorizing the Mayor, upon approval of the Board of Estimate and Apportionment, to expend any funds received by said grant to fulfill the obligations of the grant.

**SECTION TWO:** Emergency Clause. This being an ordinance for the preservation of public peace, health and safety, it 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 therefore, this ordinance shall become effective immediately upon its passage and approval by the Mayor.

**Approved: February 14, 2003**

**ORDINANCE #65786**  
**Board Bill No. 404**

An ordinance, recommended by the Board of Estimate and Apportionment, allocating proceeds from the local use tax and authorizing a supplemental appropriation amending Ordinance 65500 approved June 14, 2002 and commonly referred to as the City of St. Louis Annual Operating Plan for Fiscal Year 2002-2003 in the amount of Three Million, One Hundred Ninety Nine Thousand, Three Hundred Nine Dollars (\$3,199,309) from local use tax receipts accruing to the Health Care Trust Fund 1110 for the purpose of providing for public health care services in the City of St. Louis, Eight Hundred Forty One Thousand, Two Hundred Six Dollars (\$841,206) from the Lead Remediation Fund 1116 to General Fund 1010 for funding of the housing conservation district program and Two Hundred Thousand Dollars (\$200,000) from revenue received by the City's Health Division and deposited to the Immunizations Fund 1116 for continued funding of communicable disease vaccinations during the fiscal year ending June 30, 2003, and containing an emergency clause.

**WITNESSETH THAT,**

**WHEREAS,** On November 5<sup>th</sup>, 2002, voters approved a repeal of the existing local use tax and the imposition of a new local use tax with Ordinance 65609 providing for a new formula for allocating new local use tax proceeds beginning July 1, 2003, and;

**WHEREAS,** new local use tax receipts received prior to July 1, 2003 are yet to be allocated and total local use tax receipts are projected to exceed original fiscal year estimates;

**WHEREAS,** lead remediation efforts are a standard operating practice of the housing conservation program and funds are available in the lead remediation fund for supporting these efforts;

**WHEREAS,** existing Immunization Fund 1116 appropriations for immunization supplies of the Health Division are nearly exhausted while unappropriated revenues for this purpose are accruing;

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

**SECTION ONE.** All tax receipts from the new local use tax authorized by Ordinance 65609 and received prior to July 1, 2003 are to be allocated as under the previous allocation formula with Fifty percent (50%) to be deposited into the Affordable Housing Trust Fund and Fifty percent (50%) to be deposited into the Health Care Trust Fund for the purpose of providing for the development and preservation of affordable and accessible housing and providing public health care services in the City of St. Louis.

**SECTION TWO.** Pursuant to the recommendation of the Board of Estimate and Apportionment, there is hereby

appropriated a supplemental appropriation, amending Ordinance 65500 in the amount of Three Million, One Hundred Ninety Nine Thousand, Three Hundred Nine Dollars (\$3,199,309) from local use tax receipts accruing to the Health Care Trust Fund 1110 for the purpose of providing for public health care services in the City of St. Louis; Eight Hundred Forty One Thousand, Two Hundred Six Dollars (\$841,206) from the Lead Remediation Fund 1116 to General Fund 1010 for funding of the housing conservation district program; and Two Hundred Thousand Dollars (\$200,000) from revenue received by the City's Health Division and deposited to the Immunizations Fund 1116 for continued funding of communicable disease vaccinations during the fiscal year ending June 30, 2003, as detailed in Exhibit A.

**SECTION THREE.** Notwithstanding the provisions of Ordinance 62830, the Building Commissioner is hereby authorized to expend monies by contract or otherwise in an amount up to One Million Seven Hundred Thousand Dollars (\$1,700,000) for the purposes set forth in Ordinance 62830, and to effect transfers between accounts in Fund 1113, Department 620 for the purpose of providing for necessary operating expenses of the Building Division, if such transfers are approved in accordance with the provisions of Ordinance 65500.

**SECTION FOUR.** Emergency Clause. This being an ordinance providing for the preservation of public health and safety and providing for current expenses of the City government, it 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 therefore this ordinance shall become effective immediately upon its passage and approval by the Mayor.

**Exhibit A**

FUND	1010		
DEPT.	620		
NAME:	Building Commissioner (Conservation Districts)		
<b><u>ACCT</u></b>	<b><u>ITEM DESCRIPTION</u></b>	<b><u>AMOUNT</u></b>	
	<b>PERSONAL SERVICES</b>		
5101	Salaries - Regular Employees	639,535	
5136	Employer Social Security Coverage	49,460	
5137	Employees Health Insurance	43,350	
5138	Employee Retirement Plan	56,279	
5142	Employees Life Insurance	2,443	
5172	Overtime - Regular Employees	7,000	
5197	Reserve for Twenty-Seventh Pay	2,239	
		800,306	800,306
	<b>MATERIALS and SUPPLIES</b>		
5235	Office and Computer	2,500	
5237	Public Health and Safety	8,800	
5246	Education and Training	1,500	
		12,800	12,800
	<b>CONTRACTUAL and OTHER SERVICES</b>		
5635	Office and Computer	750	
5636	Communications	8,000	
5646	Education and Training	750	
5647	Transportation	16,250	
5648	Membership Fees	600	
5653	Internal Service	1,750	
		28,100	28,100
	Department Total	841,206	841,206
	TOTAL APPROPRIATION FUND 1010	841,206	841,206
FUND	1110 (Use Tax Fund)		
DEPT.	611		
NAME:	Fire Department (EMS)		
<b><u>ACCT</u></b>	<b><u>ITEM DESCRIPTION</u></b>	<b><u>AMOUNT</u></b>	
5237	Materials and Supplies Public Health and Safety	185,000	185,000

FUND 1110 (Use Tax Fund)  
 DEPT. 714  
 NAME: Rabies Control

<u>ACCT</u>	<u>ITEM DESCRIPTION</u>	<u>AMOUNT</u>	
<b>PERSONAL SERVICES</b>			
5101	Salaries - Regular Employees	611,494	
5136	Employer Social Security Coverage	47,927	
5137	Employees Health Insurance	53,550	
5138	Employee Retirement Plan	53,811	
5142	Employees Life Insurance	2,336	
5172	Overtime - Regular Employees	15,000	
5197	Reserve for Twenty-Seventh Pay	2,140	
		<hr/>	786,258
<b>MATERIALS and SUPPLIES</b>			
5235	Office and Computer	2,000	
5237	Public Health and Safety	35,900	
5238	Facility and Grounds	3,000	
5246	Education and Training	300	
		<hr/>	41,200
<b>RENTAL and NON-CAPITAL LEASES</b>			
5335	Office and Computer	2,000	
		<hr/>	2,000
<b>CONTRACTUAL and OTHER SERVICES</b>			
5635	Office and Computer	1,400	
5636	Communications	4,500	
5637	Public Health and Safety	22,500	
		<hr/>	28,400
	Department Total		<hr/> 857,858

FUND 1110 (Use Tax Fund)  
 DEPT. 715  
 NAME: Community Sanitation and Vector Control

<u>ACCT</u>	<u>ITEM DESCRIPTION</u>	<u>AMOUNT</u>	
<b>PERSONAL SERVICES</b>			
5101	Salaries - Regular Employees	1,634,731	
5135	Members - Various Boards	240	
5136	Employer Social Security Coverage	126,388	
5137	Employees Health Insurance	115,133	
5138	Employee Retirement Plan	143,857	
5142	Employees Life Insurance	6,244	
5172	Overtime - Regular Employees	17,400	
5197	Reserve for Twenty-Seventh Pay	5,722	
		<hr/>	2,049,715
<b>MATERIALS and SUPPLIES</b>			
5235	Office and Computer	10,800	
5237	Public Health and Safety	40,600	
5238	Facility and Grounds	1,000	
5239	Fleet	500	
5246	Education and Training	1,500	
		<hr/>	54,400
<b>RENTAL and NON-CAPITAL LEASES</b>			
5335	Office and Computer	11,636	
5336	Communications	4,000	
		<hr/>	15,636
<b>NON-CAPITAL EQUIPMENT</b>			
5435	Office and Computer	6,300	
		<hr/>	6,300
<b>CONTRACTUAL and OTHER SERVICES</b>			
5635	Office and Computer	1,500	

5636	Communications	8,000	
5637	Public Health and Safety	8,500	
5637	Education and Training	4,000	
5647	Transportation	6,000	
5648	Membership Fees	800	
5653	Internal Service	1,600	
		<u>30,400</u>	
	Department Total		<u>2,156,451</u>

TOTAL APPROPRIATION FUND 1110	<u><u>3,199,309</u></u>
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FUND 1116  
DEPT. 711  
NAME: Communicable Disease Control

<u>ACCT</u>	<u>ITEM DESCRIPTION</u>	<u>AMOUNT</u>	
5237	MATERIALS and SUPPLIES Public Health and Safety	<u>200,000</u>	200,000
	TOTAL APPROPRIATION FUND 1116		<u><u>200,000</u></u>

Approved: February 14, 2003

**ORDINANCE #65787**  
**Board Bill No. 408**

AN ORDINANCE APPROVING THE PETITION OF EUCLID/LACLEDE COMMUNITY IMPROVEMENT DISTRICT AND THE SOLE PROPERTY OWNER AND THE LESSEE UNDER A NINETY-NINE YEAR LEASE WITH AN OPTION TO PURCHASE ESTABLISHING THE EUCLID/LACLEDE COMMUNITY IMPROVEMENT DISTRICT, FINDING A PUBLIC PURPOSE, AND CONTAINING A SEVERABILITY CLAUSE.

**WHEREAS**, Mo. Rev. Stat. § 67.1400 et seq. (the "Act") authorized the Board of Aldermen to approve the petitions of property owners to establish a Community Improvement District; and

**WHEREAS**, petitions signed by the sole property owner and the Lessee under a ninety-nine year lease with an option to purchase in the Euclid/Laclede Area, hereinafter described, have been filed with the City, requesting formation of a Community Improvement District; and

**WHEREAS**, the Register of the City of St. Louis did review and determine that the petition substantially complies with the requirements of the Act; and

**WHEREAS**, such public hearing, duly noticed, was held at \_\_\_\_\_ a.m. on January \_\_, 2003, by the Board of Aldermen; and

**WHEREAS**, this Board of Aldermen hereby finds that the adoption of this ordinance is in the best interest of the City of St. Louis and that the property owners, residents, and persons engaging in business or visiting the Euclid/Laclede Area, and the public in general will benefit by the establishment of said Community Improvement District.

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

**SECTION ONE.**

(a) A Community Improvement District, to be known as the "Euclid/Laclede Community Improvement District" (hereinafter referred to as the "District"), is hereby established on Parcel Numbers 38842300650 and 38842300700 to receive services, benefits, and assessments as set forth in Appendix A, which is attached hereto and incorporated herein by reference.

(b) The District boundaries are set forth on the map in Appendix A and are described as follows:

A tract of land lying in City Block 3884 of the City of St. Louis, Missouri and being all of Lots 17 and 19 of Dameron's Subdivision, filed for record in Plat Book 19, Page 124 in the land Records of said City of St. Louis more particularly described as follows:

Beginning at the intersection of the West right-of-way line of Euclid Avenue, 60 feet wide and the North right-of-way line of Laclede Avenue, 80 feet wide, said intersection also being the Southeast corner of said City Block 3884, the Southeast corner of said Lot 19 and the TRUE POINT OF BEGINNING for the herein described tract; thence along said North right-of-way line of Laclede Avenue and the South line of said Lots 19 and 17, North 82 degrees 00 minutes 00 seconds West, a distance of 200.10 feet to the Southwest corner of said Lot 17, said corner also being on the East right-of-way line of South Court, 44 feet wide; thence along said East right-of-way line of South Court and the West line of said Lot 17, North 08 degrees 00 minutes 00 seconds East, a distance of 99.02 feet to the Northwest corner of said Lot 17, said corner also being the Southwest corner of Lot 18 of said Dameron's Subdivision; thence along the common line between said Lots 17 & 18, South 82 degrees 00 minutes 00 seconds East, a distance of 95.05 feet to the Northwest corner of said Lot 19, said corner also being the Northeast corner of said Lot 17; thence along the common line between said Lots 19 & 20, South 82 degrees 00 minutes 00 seconds East, a distance of 90.81 feet to the Northeast corner of said Lot 19, said corner also being on the West right-of-way line of said Euclid Avenue; thence along said West right-of-way line of Euclid Avenue and the East line of said Lot 19, South 00 degrees 10 minutes 48 seconds East, a distance of 100.04 feet to the Point of Beginning according to a survey by J. R. Grimes Consulting Engineers, Inc.

#### **SECTION TWO.**

- (a) The District is authorized by the Act to use any one or more of the assessments or other funding methods specifically authorized by the Act to provide funds to accomplish any power, duty or purpose of the District; provided, however, the District shall not have the authority to impose any assessment on any real property located in a special business district authorized pursuant to Mo. Rev. Stat. § 71.790 et seq. or on any business or individual doing business in such special business district until the taxes imposed by such special business district have been repealed by such special business district.
- (b) The District is authorized by the Act to establish different classes of real property within the District for purposes of special assessments. The levy rate for special assessments may vary for each class or subclass based on the level of benefit derived from services or improvements funded, provided, or caused to be provided by the District.
- (c) The District is authorized by the Act to assess and collect an annual special assessment based on square footage of improvements within the District.
- (d) (i) The District is authorized by the Act and the Petitions when approved by the Board of Aldermen to assess and collect annual yearly special assessments not to exceed the rate described for each class as follows:
- (ii) As determined by the District, special assessments may be levied in advance beginning not sooner than 2004 so that funds will be available for operations on January 1 of the following year.
- (iii) The special assessments levied and collected by the District represent the costs of the services and improvements described in the Petitions to each property owner within the District. Each property owner's special assessment shall represent that owner's share of the benefit and the cost of such services and improvements.
- (e) Notwithstanding anything to the contrary, the District shall have no power to levy any tax, but shall have only the power to levy special assessments in accordance with the Act.

**SECTION THREE.** The District is authorized by the Act, at any time, to issue obligations for the purpose of carrying out any of its powers, duties, or purposes. Such obligations shall be payable out of all, part of any combination of the revenues of the District and may be further secured by all or any part of any property or any interest in any property by mortgage or any other security interest granted. Such obligations shall be authorized by resolution of the District, and if issued by the District, shall bear such date or dates, and shall mature at such time or times, but not more than 20 years from the date of issuance, as the resolution shall specify. Such obligations shall be in such denomination, bear interest at such rate or rates, be in such form, be payable in such place or places, be subject to redemption as such resolution may provide and be sold at either public or private sale at such prices as the District shall determine subject to the provisions of Mo. Rev. Stat. § 108.170. The District is also authorized to issue such obligations to refund, in whole or in part, obligations previously issued by the District.

#### **SECTION FOUR.**

- (a) Pursuant to the Petitions, the District shall be administered by the Euclid/Laclede Community Improvement District, a Missouri not-for-profit corporation.
- (b) Pursuant to the Act, the fiscal year for the District shall begin on July 1.
- (c) No earlier than 180 days and no later than 90 days prior to the first day of each fiscal year, the Euclid/Laclede Community Improvement District shall submit to the Board of Aldermen a proposed annual budget for the District, setting forth expected expenditures, revenues, and rates of assessments, if any, for such fiscal year. The Board of Aldermen may review and comment on this proposed budget, but if such comments are given, the Board of Aldermen shall provide such written comments no later than 60 days prior to the first day of the relevant fiscal year; such comments shall not constitute requirements but shall only be recommendations.

(d) The Euclid/Laclede Community Improvement District, Inc. shall hold an annual meeting for the District and adopt an annual budget no later than 30 days prior to the first day of each fiscal year.

**SECTION FIVE.** The District is authorized by the Act to use the funds of the District for any or the improvements and activities authorized by the Act.

**SECTION SIX.** Pursuant to the Act, the District shall have all the powers necessary to carry out and effectuate the purposes of this act as set forth in the Act.

**SECTION SEVEN.** The City of St. Louis hereby finds that the uses of the District proceeds outlined in Exhibit A will serve a public purpose by remediating blight, and providing economic development and modern housing within the District.

**SECTION EIGHT.** The District is located in the Washington University Medical Center Redevelopment Area, which has been declared blighted by Ordinance No. 56759, and the Petitioners for this District are seeking a determination that the property is blighted under Chapter 99 of the Revised Statutes of Missouri, as amended.

**SECTION NINE.** Within 120 days after the end of each fiscal year, the District shall submit a report to the Register of the City and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made by the District during such fiscal year, and copies of written resolutions approved by the board of the District during the fiscal year. The Register shall retain this report as part of the official records of the City and shall also cause this report to be spread upon the records of the Board of Aldermen.

**SECTION TEN.** The term for the existence of the District begins on the date this ordinance is enacted by the Board of Aldermen, and ends on December 31, 2028.

**SECTION ELEVEN.** Pursuant to the Act, the Board of Aldermen shall not decrease the level of publicly funded services in the District existing prior to the creation of the District or transfer the financial burden of providing the services to the District unless the services at the same time are decreased throughout the city, nor shall the Board of Aldermen discriminate in the provision of the publicly funded services between areas included in the District and areas not so included.

**SECTION TWELVE.** The Register shall report in writing the creation of the Euclid/Laclede Community Improvement District to the Missouri Department of Economic Development.

**SECTION THIRTEEN.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is held to be invalid or unconstitutional, or unlawful for any reason, by any court of competent jurisdiction, such portion shall be deemed and is hereby declared to be a separate, distinct and independent provision of this ordinance, and such holding or holdings shall not affect the validity of the remaining portions of this ordinance.

**Approved: February 14, 2003**

**ORDINANCE #65788**  
**Board Bill No. 422**

An ordinance approving the contractor for the Ellenwood Subdivision Neighborhood Improvement District and approving expenditures made in accordance with the contractor's bid.

**Whereas,** the Ellenwood Subdivision Neighborhood Improvement District was previously created for the purpose of making street improvements within the District; and

**Whereas,** the final plans and specifications for the Ellenwood Neighborhood Improvement District project were previously approved by this Board; and

**Whereas,** the request for bids for such project was advertised for four weeks and eight bids were received; and

**Whereas,** the lowest bidder was Krupp Construction and both the City of Clayton, as construction manager for this project, and the Ellenwood Neighborhood Improvement District Resident Committee have recommended that Krupp Construction be awarded the contract for the project.

**THEREFORE, BE IT RESOLVED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**SECTION ONE:** This Board hereby approves the selection of Krupp Construction as the contractor for the Ellenwood Neighborhood Improvement District project as recommended by the Construction Manager, City of Clayton.

**SECTION TWO:** This Board hereby approves the expenditure of funds which are made for the purpose of completing the Ellenwood Neighborhood Improvement District project and which are made in accordance with the terms of the bid submitted by Krupp Construction or minor change orders thereto.

**Approved: February 14, 2003**

**ORDINANCE #65789**  
**Board Bill No. 309**

An ordinance authorizing and directing the Director of Streets to temporarily close, barricade or otherwise impede the flow of traffic on Hartford Street by blocking said traffic flow at the west curb line of Louisiana Avenue, and containing an emergency clause.

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

**SECTION ONE:** The Director of Streets is hereby authorized to temporarily close and barricade, for a period of six months, Hartford Street at the west curb line of Louisiana Avenue.

**SECTION TWO:** Emergency Clause. This being an ordinance for the preservation of public peace, health and safety, it 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 therefore this ordinance shall become effective immediately upon its passage and approval by the Mayor.

**Approved: February 14, 2003**

**ORDINANCE #65790**  
**Board Bill No. 347**

An ordinance repealing Ordinance 63686 and enacting in lieu thereof a new ordinance prohibiting any person, partnership, corporation or organization from placing, erecting, attaching or setting up a prohibited sign, as defined in Chapter 26.68 of the Revised Code, within or on a public right of way or a public easement; further authorizing the Refuse Commissioner to remove such signs and containing a penalty clause.

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

**SECTION ONE.** Ordinance 63686, approved on 1996 is hereby repealed and in lieu thereof a new ordinance is enacted to read as follows:

**SECTION TWO.** No person, partnership, corporation or organization shall place, erect, attach or set up a prohibited sign, as defined in Chapter 26.68 of the Revised Code, within or on a public right of way or a public easement.

**SECTION THREE.** The Refuse Commissioner is hereby authorized to remove and dispose of any signs which are placed within or on a public right-of-way or a public easement and which are specifically prohibited by Chapter 26.68 of the Revised Code.

**SECTION FOUR.** Penalty for Violation. Any person violating the provisions of section two of this ordinance shall be subject to a fine of not more than five hundred dollars, or by imprisonment of not more than ninety days, or by both fine and imprisonment.

**Approved: February 14, 2003**

**ORDINANCE #65791**  
**Board Bill No. 411**

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel on part of Euclid Avenue and Children's Place in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

**SECTION ONE:** The public surface rights of vehicle, equestrian and pedestrian travel, between the rights-of-way of:

A tract of land being a portion of Euclid Avenue, 60 feet wide, adjoining Block 3888 of the City of St. Louis, Missouri; said being more particularly described as follows:

Beginning at the point of intersection of the western line of Euclid Avenue, 60 feet wide, with the northern line of Barnes Jewish Plaza, 105 feet wide; thence north 8 degrees 56 minutes 09 seconds east 250.66 feet, along the western line of said Euclid Avenue, to the point of beginning of the parcel herein described; thence north 8 degrees 56 minutes 09 seconds east 35.45 feet, along the western line of said Euclid Avenue; thence south 81 degrees 03 minutes 51 seconds east 5.00 feet; thence south 8 degrees 56 minutes 09 seconds west 35.45 feet, along a line parallel with the western line of said Euclid Avenue; thence north 81 degrees 03 minutes 51 seconds west 5.00 feet to the western line of said Euclid Avenue and the point of beginning and containing 177 square feet.

A tract of land being a portion of Children's Place, 60 feet wide, adjoining Block 3887 of the City of St. Louis, Missouri; said being more particularly described as follows:

Beginning at the point of intersection of the northern line of Children's Place, 60 feet wide, with the western line of Euclid Avenue, 60 feet wide; thence north 83 degrees 01 minutes 21 seconds west 237.70 feet, along the northern line of said Children's Place, to the point of beginning of the parcel herein described; thence south 6 degrees 58 minutes 39 seconds west 7.50 feet; thence north 83 degrees 01 minutes 21 seconds west 4.00 feet, along a line parallel with the northern line of said Children's Place; thence north 6 degrees 58 minutes 39 seconds east 7.50 feet, to the northern line of said Children's Place; thence south 83 degrees 01 minutes 21 seconds east 4.00 feet, along the northern line of said Children's Place, to the point of beginning and containing 316 square feet.

A tract of land being a portion of Children's Place, 60 feet wide, adjoining Block 4781 S of the City of St. Louis, Missouri; said being more particularly described as follows:

Beginning at the point of intersection of the southern line of Children's Place, 60 feet wide, with the eastern line of Euclid Avenue, 60 feet wide; thence south 75 degrees 00 minutes 51 seconds east 12.56 feet along the southern line of said Children's Place, to the point of beginning of the parcel herein described; thence north 14 degrees 59 minutes 09 seconds east 3.00 feet; thence south 75 degrees 00 minutes 51 seconds east 4.00 feet, along a line parallel with the southern line of said Children's Place; thence south 14 degrees 59 minutes 09 seconds west 3.00 feet to the southern line of said Children's Place; thence north 75 degrees 00 minutes 51 seconds west 4.00 feet, along the southern line of said Children's Place, to the point of beginning and containing 12 square feet.

A tract of land being a portion of Euclid Avenue, 60 feet wide, adjoining Block 4781 S of the City of St. Louis, Missouri; said being more particularly described as follows:

Beginning at the point of intersection of the eastern line of Euclid Avenue, 60 feet wide, with the southern line of Children's Place, 60 feet wide; thence south 8 degrees 56 minutes 09 seconds west 235.51 feet, along the eastern line of said Euclid Avenue, to the point of beginning of the parcel herein described; thence south 8 degrees 56 minutes 09 seconds west 273.95 feet, along the eastern line of said Euclid Avenue; thence north 81 degrees 03 minutes 51 seconds west 24.00 feet; thence north 8 degrees 56 minutes 09 seconds east 273.95 feet, along a line parallel with the eastern line of said Euclid Avenue; thence south 81 degrees 03 minutes 51 seconds east 24.00 feet, to the eastern line of said Euclid Avenue and the point of beginning and containing 6.575 square feet.

are, upon the conditions hereinafter set out, vacated.

**SECTION TWO:** Vacated area will be used to enhance Washington University School of Medicine's Campus.

**SECTION THREE:** All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated street, are reserved to the City of St. Louis for the public including present and future uses of utilities, governmental service entities and franchise holders, except such rights as are specifically abandoned or released herein.

**SECTION FOUR:** The owners of the land may, at their election and expense remove the surface pavement of said so vacated street provided however, all utilities within the rights-of-way shall not be disturbed or impaired and such work shall be accomplished upon proper City permits.

**SECTION FIVE:** The City, utilities, governmental service entities and franchise holders shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or planning of existing or future facilities, being careful not to disrupt or disturb the owners interests more than is reasonably required.

**SECTION SIX:** The owners shall not place any improvement upon, over or in the land traversed by the rights-of-way without lawful permit from the City and written consent of the utilities, governmental service entities and franchise holders, present or future; and such consent together with the terms and conditions thereof shall be filed in writing with the Board of Public Service and approved by such Board prior to the undertaking of any such construction concerning the rights-of-way.

**SECTION SEVEN:** The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

**SECTION EIGHT:** In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified and it in turn will remove said curbing or cobblestones at the current removal price.

**SECTION NINE:** This ordinance shall be ineffective unless within sixty (60) days after its approval, or such longer time

as is fixed by the Board of Public Service not to exceed one hundred twenty (120) days from approval or override, the owners of the land subservient to the rights-of-way concerned shall deposit a sum with the Comptroller of the City of St. Louis for the use and benefit of the City Water Division estimated by said Division to be sufficient to cover the full expense of removal and relocation of Water facilities, if any; further, such owner or owners shall within said time deposit an additional sum of money with the Comptroller of the City of St. Louis for the use and benefit of the City Traffic and Transportation Division estimated by said Division to be sufficient to cover the full expense of removal of all lighting facilities, if any; upon such deposit being made to the benefit of the Water Division and the Traffic and Transportation Division, they shall proceed as is reasonably expedient to accomplish all work required and all useful access and occupation shall be accorded, further, such owner or owners shall within said time, deposit an additional sum with the Comptroller of the City of St. Louis estimated by the said Board as sufficient to defray the expenses required for the adjustment of the City's streets including curbs, sidewalks, driveways, roadway drainage connections and inlets, grading, paving sidewalks and roadways and road signage; provided further that said owners shall, under direction of the Director of Streets of the City of St. Louis, accomplish the aforesaid adjustments, at their own expense, but in the event said owners fail to accomplish such within allowable time, according to the direction of the Director, the Director shall cause the same to be performed and upon his certification of expenses, the Comptroller shall appropriate said deposit, or so much thereof as required to defray such expenses to the City or others; no claims or demands whatever arising out of such vacation or adjustment shall be made or prosecuted by owners, their heirs, successors or assigns; and the Comptroller after determining the total cost of the foregoing to the City shall return any unexpended part of said deposits to the owner or owners.

**SECTION TEN:** An affidavit stating that all of the conditions of this ordinance have been/will be fulfilled and/or complied with must be submitted to the Board of Public Service for acceptance 365 days (1 year) from the date of the signing and approval of this ordinance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

**Approved: February 14, 2003**

**ORDINANCE #65792**  
**Board Bill No. 412**

An ordinance recommended by the Board of Public Service vacating air rights along Euclid Avenue and Children's Place adjacent to City Blocks 3887, 3888, and 4781 N and S as hereinafter described and authorizing construction of a portion of a structure in the vacated area under certain terms and conditions.

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

**SECTION ONE:** Subject to the terms and conditions hereinafter set forth the "air rights" or "air space" above that portion of Euclid Avenue which is described as follows:

Air rights above a parcel of ground between elevation 114.00 and elevation 130.00 being a portion of Euclid Avenue, 60 feet wide, adjoining Block 4781 S, of the City of St. Louis, Missouri; said being more particularly described as follows:

Beginning at the point of intersection of the eastern line of Euclid Avenue, 60 feet wide, with the southern line of Children's Place, 60 feet wide; thence south 8 degrees 56 minutes 09 seconds west 64.04 feet, along the eastern line of said Euclid Avenue, to the point of beginning of the parcel herein described; thence south 8 degrees 56 minutes 09 seconds west 171.47 feet, along the eastern line of said Euclid Avenue; thence north 81 degrees 03 minutes 51 seconds west 4.50 feet, thence north 8 degrees 56 minutes 09 seconds east 136.25 feet, along a line parallel with the eastern line of said Euclid Avenue; thence north 16 degrees 12 minutes 59 seconds east 35.51 feet, to the eastern line of said Euclid Avenue and the point of beginning, and containing 692 square feet. Top of concrete walk

at the southern edge of above described parcel is at elevation 100.38. Top of concrete walk at the northern edge of above described parcel is at elevation 99.43.

Air rights above a parcel of ground between elevation 115.52 and elevation 132.00 being a portion of Euclid Avenue, 60 feet wide, adjoining Blocks 3888 and 4781 S, of the City of St. Louis, Missouri; said being more particularly described as follows:

Beginning at the point of intersection of the western line of Euclid Avenue, 60 feet wide, with the northern line of Barnes Jewish Plaza, 105 feet wide; thence north 8 degrees 56 minutes 09 seconds east 250.95 feet, along the western line of said Euclid Avenue; thence south 81 degrees 03 minutes 51 seconds east 5.00 feet, to the point of beginning of the parcel herein described; thence north 8 degrees 56 minutes 09 seconds east 18.00 feet, along a line parallel with the western line of said Euclid Avenue; thence south 81 degrees 03 minutes 51 seconds east 31.00 feet; thence south 8 degrees 56 minutes 09 seconds west 18.00 feet along a line parallel with the western line of said Euclid Avenue; thence north 81 degrees 03 minutes 51 seconds west 31.00 feet, to the point of beginning and containing 558 square feet. Top of asphalt paving at the centerline of Euclid Avenue and centerline of above described parcel is at elevation 101.02.

shall be and is hereby vacated. Any right, title or interest owned or claimed by the City of St. Louis therein is hereby relinquished, except as herein provided.

**SECTION TWO:** Vacated area will be used to enhance Washington University School of Medicine's Campus.

**SECTION THREE:** An appropriate application shall be filed with the Building Division and there shall be submitted detailed plans for the erection, construction and use of the buildings, structures and related facilities which are to be constructed over the areas described in Section One.

**SECTION FOUR:** Notwithstanding any provisions of the Revised Code of St. Louis or the Ordinances of the City of St. Louis to the contrary, the Board of Public Service and the Building Division are hereby authorized and directed to issue building permits for the erection, construction and use of buildings, structures and related facilities, as well as any future additions, alterations or improvements thereto and renewals and rebuildings thereof, in the areas vacated pursuant to the provisions of Section One hereof when the Building Division shall find that:

1. The proposed plans and specifications of such buildings, structures and related facilities are such that said buildings, structures and related facilities will be located within the boundaries of the areas vacated by Section One.

2. The proposed manner of construction pursuant to the proposed plans and specifications of such buildings, structures and related facilities shall be such as to not unduly interfere with traffic on the public right-of-way.

3. Materials proposed in the plans and specifications to be used in constructing the said buildings, structures and other facilities shall be such as are customarily used in projects of this type involving construction over highway rights-of-way.

**SECTION FIVE:** The present owners and any successors and assigns of the ownership of the real property abutting the areas described in Section One shall be bound by the following terms and conditions:

1. They shall indemnify and hold harmless the City of St. Louis against any liability, loss of damage arising out of, or in connection with the construction, maintenance and occupancy of the buildings, structures and related facilities above the public right-of-way.

2. All construction of and repair and maintenance to the exterior portions of the buildings, structures and related facilities above the public right-of-way shall be performed only at such times and by such methods as Board of Public Service shall permit, except in the case of an emergency.

3. No advertising signs, displays or devices shall be placed above the public right-of-way unless approved by the Board of Public Service.

4. No hazardous or unreasonably objectionable smoke, fumes, vapor or odor shall be permitted to descend to the grade line of the public right-of-way.

5. All buildings, structures and related facilities over the public right-of-way shall be properly maintained so as to safeguard adequately said buildings, structures and related facilities against fire and other hazards.

6. The City of St. Louis or its authorized agent shall have the reasonable right to enter into and inspect all buildings, structures and related facilities maintained over the public right-of-way.

7. All buildings, structures and related facilities located over the public right-of-way shall comply with all regulations imposed by the City of St. Louis to protect against fire and other hazards which would impair the use and safety of the public right of way.

8. In the use of the air space over the public right-of-way, all necessary and appropriate safeguards to protect the public right-of-way shall be provided.

9. All construction in, and use of, the air space over the public right-of-way shall be in compliance with the rules, regulations and requirements established by the Department of Streets of the City of St. Louis.

10. Upon completion of the construction of the buildings, structures and related facilities contemplated hereby, the present owners or its successors and assigns shall furnish the City of St. Louis evidence of fire and extended coverage insurance and public liability insurance during the time the air space over the public right-of-way shall be occupied by the aforementioned buildings, structures or related facilities and such policies of insurance shall be in such reasonable amounts as set by Board of Public Service and shall contain a provision waiving subrogation against the City of St. Louis.

**SECTION SIX:** An affidavit stating that all of conditions of this ordinance have been/will be fulfilled and/or complied with must be submitted to the Board of Public Service for acceptance 365 days (one year) from the date of the signing of this ordinance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

**Approved: February 14, 2003**

**ORDINANCE #65793**  
**Board Bill No. 414**

An ordinance authorizing and directing the Street Commissioner to take all necessary actions to honorarily designate a portion of 23<sup>rd</sup> Street as "Cassell Williams Court".

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

**SECTION ONE.** Pursuant to the provisions of Ordinance 65233, 23rd Street between Salisbury Street and Mallinckrodt Street shall hereafter be honorarily designated as "Cassell Williams Court". The Director of Streets shall erect an honorary street-name sign at the intersection of 23<sup>rd</sup> Street and Salisbury Street, which sign shall read "Cassell Williams Court".

**Approved: February 14, 2003**

**ORDINANCE #65794**  
**Board Bill No. 416**

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel on Dodier Street from North Grand Boulevard to Spring Avenue in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

**SECTION ONE:** The public surface rights of vehicle, equestrian and pedestrian travel, between the rights-of-way of:

A tract of land being Dodier Street, 60 feet wide, adjoining City Blocks 2386 and 2387 in Page and McPherson's Subdivision of the City of St. Louis, Missouri; said being more particularly described as follows:

Beginning at the intersection of the westerly line of North Grand Boulevard, 120 feet wide, with the northerly line of Dodier Street, 60 feet wide, also being the southerly line of City Block 2387; thence along said northerly line north 60 degrees 46 minutes 48 seconds west, a distance of 500.14 feet to the easterly line of Spring Avenue, 60 feet wide; thence south 29 degrees 14 minutes 00 seconds west, a distance of 60.00 feet to the southerly line of Dodier Street, 60 feet wide, also being the northerly line of City Block 2386; thence along said southerly line south 60 degrees 46 minutes 48 seconds east, a distance of 500.16 feet to the aforementioned westerly line of North Grand Boulevard, 120 feet wide;

thence, north 29 degrees 12 minutes 50 seconds east, a distance of 60.99 feet to the point of beginning and containing 30,009 square feet or 0.69 acres, more or less.

are, upon the conditions hereinafter set out, vacated.

**SECTION TWO:** Vacated area will be used to expand Herbert Hoover Boys and Girls Club.

**SECTION THREE:** All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated street, are reserved to the City of St. Louis for the public including present and future uses of utilities, governmental service entities and franchise holders, except such rights as are specifically abandoned or released herein.

**SECTION FOUR:** The owners of the land may, at their election and expense remove the surface pavement of said so vacated street provided however, all utilities within the rights-of-way shall not be disturbed or impaired and such work shall be accomplished upon proper City permits.

**SECTION FIVE:** The City, utilities, governmental service entities and franchise holders shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or planning of existing or future facilities, being careful not to disrupt or disturb the owners interests more than is reasonably required.

**SECTION SIX:** The owners shall not place any improvement upon, over or in the land traversed by the rights-of-way without a lawful permit from the City and written consent of the utilities, governmental service entities and franchise holders, present or future; and such consent together with the terms and conditions thereof shall be filed in writing with the Board of Public Service and approved by such Board prior to the undertaking of any such construction concerning the rights-of-way.

**SECTION SEVEN:** The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

**SECTION EIGHT:** In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified and it in turn will remove said curbing or cobblestones at the current removal price.

**SECTION NINE:** This ordinance shall be ineffective unless within sixty (60) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed one hundred twenty (120) days from approval or override, the owners of the land subservient to the rights-of-way concerned shall deposit a sum with the Comptroller of the City of St. Louis for the use and benefit of the City Water Division estimated by said Division to be sufficient to cover the full expense of removal and relocation of Water facilities, if any; further, such owner or owners shall within said time deposit an additional sum of money with the Comptroller of the City of St. Louis for the use and benefit of the City Traffic and Transportation Division estimated by said Division to be sufficient to cover the full expense of removal of all lighting facilities, if any; upon such deposit being made to the benefit of the Water Division and the Traffic and Transportation Division, they shall proceed as is reasonably expedient to accomplish all work required and all useful access and occupation shall be accorded, further, such owner or owners shall within said time, deposit an additional sum with the Comptroller of the City of St. Louis estimated by the said Board as sufficient to defray the expenses required for the adjustment of the City's streets including curbs, sidewalks, driveways, roadway drainage connections and inlets, grading, paving sidewalks and roadways and road signage; provided further that said owners shall, under direction of the Director of Streets of the City of St. Louis, accomplish the aforesaid adjustments, at their own expense, but in the event said owners fail to accomplish such within allowable time, according to the direction of the Director, the Director shall cause the same to be performed and upon his certification of expenses, the Comptroller shall appropriate said deposit, or so much thereof as required to defray such expenses to the City or others; no claims or demands whatever arising out of such vacation or adjustment shall be made or prosecuted by owners, their heirs, successors or assigns; and the Comptroller after determining the total cost of the foregoing to the City shall return any unexpended part of said deposits to the owner or owners.

**SECTION TEN:** An affidavit stating that all of the conditions of this ordinance have been/will be fulfilled and/or complied with must be submitted to the Board of Public Service for acceptance 365 days (1 year) from the date of the signing and approval of this ordinance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

**Approved: February 14, 2003**

**ORDINANCE #65795**  
**Board Bill No. 421**

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel on 1) Aubert Avenue from Page Avenue to Martin Luther King Drive and 2) the southernmost 20 foot wide east/west alley and the 20 foot wide north/south alley in City Block 3786 as bounded by Aubert Avenue, Martin Luther King Drive, Euclid Avenue and Page Avenue in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

**SECTION ONE:** The public surface rights of vehicle, equestrian and pedestrian travel, between the rights-of-way of:

A tract of land being a part of Aubert Street, 60 feet wide, adjoining City Blocks 3786 and 3787, of the City of St. Louis, Missouri; said being more particularly described as follows:

Beginning at the intersection of the west line of said Aubert Street and the north line of Page Avenue, 100 feet wide; thence along the west line of said Aubert Street north 07 degrees 18 minutes 53 seconds east 760.85 feet the south line of an east/west 20 foot wide alley; thence along the easterly prolongation of the said south line south 66 degrees 32 minutes 26 seconds east 62.46 feet to the easterly line of said Aubert Street; thence south 07 degrees 18 minutes 53 seconds west 743.00 feet to the said north line of Page Avenue; thence westerly along the said north line north 83 degrees 08 minutes 39 seconds west 60.00 feet to the point of beginning containing 45,116 square feet.

A tract of land being two 20 foot wide alleys in Block 5 of Lucas and Hunt's Addition to Cote Brillante in City Block 3786, of the City of St. Louis, Missouri; said being more particularly described as follows:

Beginning at a found iron rod at the southwest corner of said City Block 3786 also being the northeast corner of Aubert Avenue, 60 feet wide, and Page Avenue, 100 feet wide; thence along the easterly right-of-way line of said Aubert Avenue north 07 degrees 18 minutes 53 seconds east 180.01 feet to the south line of an east and west 20 foot wide alley open by Ordinance No. 18361; thence along the said southerly line south 83 degrees 08 minutes 39 seconds east 360.51 feet to the westerly right-of-way line of Euclid Avenue, 80 feet wide; thence along said westerly line north 07 degrees 18 minutes 53 seconds east 20.00 feet to the north line of said 20 foot wide alley; thence westerly along said northerly line north 83 degrees 08 minutes 39 seconds west 170.26 to a point on the easterly line of a north and south 20 foot wide alley opened by Ordinance No. 18361; thence northerly along said easterly line north 07 degrees 18 minutes 53 seconds east 486.40 feet to the southerly line of an existing 20 foot wide alley; thence along said southerly line north 66 degrees 32 minutes 26 seconds west 20.82 feet to the westerly line of said north and south alley; thence along the said westerly line south 07 degrees 18 minutes 53 seconds west 492.35 feet to a point on the northerly line of said east and west alley; thence north 83 degrees 08 minutes

39 seconds west 170.26 feet to the westerly line of said Aubert Avenue; thence southerly along said Aubert Avenue south 07 degrees 18 minutes 53 seconds west 20.00 feet to the point of beginning, containing 0.39 acres more or less.

are, upon the conditions hereinafter set out, vacated.

**SECTION TWO:** Area will be used for commercial/retail development of Roberts Plaza.

**SECTION THREE:** All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated alley and street, are reserved to the City of St. Louis for the public including present and future uses of utilities, governmental service entities and franchise holders, except such rights as are specifically abandoned or released herein.

**SECTION FOUR:** The owners of the land may, at their election and expense remove the surface pavement of said so vacated alley and street provided however, all utilities within the rights-of-way shall not be disturbed or impaired and such work shall be accomplished upon proper City permits.

**SECTION FIVE:** The City, utilities, governmental service entities and franchise holders shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or planning of existing or future facilities, being careful not to disrupt or disturb the owners interests more than is reasonably required.

**SECTION SIX:** The owners shall not place any improvement upon, over or in the land traversed by the rights-of-way without a lawful permit from the City and written consent of the utilities, governmental service entities and franchise holders, present or future; and such consent together with the terms and conditions thereof shall be filed in writing with the Board of Public Service and approved by such Board prior to the undertaking of any such construction concerning the rights-of-way.

**SECTION SEVEN:** The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

**SECTION EIGHT:** In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified and it in turn will remove said curbing or cobblestones at the current removal price.

**SECTION NINE:** This ordinance shall be ineffective unless within sixty (60) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed one hundred twenty (120) days from approval or override, the owners of the land subservient to the rights-of-way concerned shall deposit a sum with the Comptroller of the City of St. Louis for the use and benefit of the City Water Division estimated by said Division to be sufficient to cover the full expense of removal and relocation of Water facilities, if any; further, such owner or owners shall within said time deposit an additional sum of money with the Comptroller of the City of St. Louis for the use and benefit of the City Traffic and Transportation Division estimated by said Division to be sufficient to cover the full expense of removal of all lighting facilities, if any; upon such deposit being made to the benefit of the Water Division and the Traffic and Transportation Division, they shall proceed as is reasonably expedient to accomplish all work required and all useful access and occupation shall be accorded, further, such owner or owners shall within said time, deposit an additional sum with the Comptroller of the City of St. Louis estimated by the said Board as sufficient to defray the expenses required for the adjustment of the City's streets including curbs, sidewalks, driveways, roadway drainage connections and inlets, grading, paving sidewalks and roadways and road signage; provided further that said owners shall, under direction of the Director of Streets of the City of St. Louis, accomplish the aforesaid adjustments, at their own expense, but in the event said owners fail to accomplish such within allowable time, according to the direction of the Director, the Director shall cause the same to be performed and upon his certification of expenses, the Comptroller shall appropriate said deposit, or so much thereof as required to defray such expenses to the City or others; no claims or demands whatever arising out of such vacation or adjustment shall be made or prosecuted by owners, their heirs, successors or assigns; and the Comptroller after determining the total cost of the foregoing to the City shall return any unexpended part of said deposits to the owner or owners.

**SECTION TEN:** An affidavit stating that all of the conditions of this ordinance have been/will be fulfilled and/or complied with must be submitted to the Board of Public Service for acceptance 365 days (1 year) from the date of the signing and approval of this ordinance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

**Approved: February 14, 2003**

**ORDINANCE #65796  
Board Bill No. 384**

An ordinance recommended by the Board of Public Service authorizing the 2003 St. Louis Works and the 50/50 Sidewalk Programs City Wide providing for the construction and reconstruction of gutters, streets, driveways, spot curbs, sidewalks, alleys, traffic controls, beautification, tree planting, resurfacing and related engineering adjustments listed herein, appropriating \$5,000,000.00 from the Street Improvement Fund; containing sections for description of the work, approval of plans and specifications, work and material guarantees, estimated costs from City funds and supplemental agreements and reversion authorizations, applicable state and federal wage rate requirements, equal opportunity provisions, the Mayor's Executive Orders, contract advertising statutes, and a public work emergency clause.

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

**Section One.** The Board of Public Service is hereby authorized to let contracts, employ and pay for labor, wages, consultants, equipment, computer programs and hardware, employees, supervision and otherwise provide for designing, constructing, reconstructing, replacing, beautifying, traffic controls, landscaping, paving, resurfacing, and related engineering adjustments to the streets, alleys and public rights-of-way in the twenty-eight wards of the City for the 2003 St. Louis Works and the 50/50 Sidewalk Programs as evidenced by Exhibit "A" attached hereto and on file in the City Register's Office.

**Section Two.** There is hereby appropriated Five Million Dollars (\$5,000,000.00) which is the aggregate estimated cost of the City's share of the Public Work authorized herein, from funds set aside and placed to the credit of the Street Improvement Fund" established by Ordinance 55852, approved March 31, 1971 and Ordinance 55964, 55965, and 55966, approved July 1, 1971 and any other subsequent ordinance, as amended and the Comptroller is authorized to draw warrants, accept gifts, make payments from the general fund and the Street Improvement Funds as they become available throughout the year to pay any portion of the cost of the labor, contracts, materials, equipment, computer programs, and public improvements contained and authorized herein by this St. Louis Works Construction Ordinance.

**Section Three.** The work provided for herein shall be carried out in accordance with detailed plans and specifications and necessary supplemental agreements to be approved by the Board of Public Service before bids are advertised therefor.

**Section Four.** If let by contract said contract, or contracts, shall provide that the contractor, or contractors, doing said work shall guarantee and keep in repair all of the work, equipment and materials used in connection therewith for a term of at least one year, commencing on the date of acceptance of the work by the City.

**Section Five.** All construction contracts let under authority of this ordinance shall provide that no less than the prevailing hourly rate of wages in the City of St. Louis, as determined by the Department of Labor and Industrial Relations of the State of Missouri (Section 290.210 through 290.340 RSMo 1995) for each craft or type of work needed in the actual labor on the jobs herein authorized, as well as the general prevailing rate of pay for legal holidays and overtime work shall be paid to all workers. All contracts let in connection with the work provided for herein shall be subject to, and in conformance with, all statutes of the State of Missouri and the Charter and Code of the City of St. Louis.

**Section Six.** Any revenue received by the City from the 50/50 Sidewalk Program, gifts or cooperation agreements shall be deposited to the credit of the individual wards, as established in Ordinance 62206.

**Section Seven.** To allow full participation and to help in the St. Louis Works Program, and to accomplish the overall goals for the improvements in all twenty-eight wards of the City; the Board of Public Service and the Comptroller are authorized to enter into supplemental agreements with various Federal, State, Local, and private entities to provide for funds, work, site dedications, and acquisitions by negotiations and condemnations.

**Section Eight.** All specifications approved by the Board of Public Service and contracts let under authority of this ordinance shall provide for compliance with the Presidential Executive Order 11246 and 379 on Equal Opportunity and the Mayor's Executive Order of December 22, 1986 on selection of experts and consultants. The Board of Public Service shall establish goals on all contracts of no less than twenty five (25%) participation by minority subcontractors and material suppliers and no less than five percent (5%) participation by women subcontractors and suppliers. It is the policy of the City of St. Louis to pursue the goal of having thirty percent of apprenticeship positions and twenty-five percent of all other positions involved in construction work in the St. Louis metropolitan area filled by residents of the City of St. Louis of these positions it is intend that one half be filled by members of minority groups and ten percent (10%) by females. The City will make a determination if the contractor has made a good faith effort to achieve this goals.

**Section Nine.** All sections of this ordinance are and shall be severable. In the event that any section of this ordinance is found to be illegal, the remaining sections of this ordinance shall remain valid and to the benefit of the City.

**Section Ten.** All advertisements for bids pursuant to this Ordinance shall be subject to Section 8.250, RSMo 1995.

**Section Eleven.** This being an ordinance to provide for public work and improvements, it is hereby declared to be an emergency measure and shall become effective immediately upon its passage and approval by the Mayor.

**Approved: February 14, 2003**

ORDINANCE NO. 65796 - EXHIBIT

**2003 SLW PAVING**

2/25/2003 15:34

~ - Alley

# - Chp'n'l Seal

Ward	SLW	Street	Street	Street	Est. Cost	Notes
1	SLW	Harrisburg	Union	Clayton	\$45,000	-
	SLW	Harrisburg	Gemaldine	Union	\$45,000	-
2	SLW	Desoto	Broadway	McKissock	\$13,500	
	SLW	Haine	Broadway	Second	\$11,000	
	SLW	Prescott	Campbell	Keber	\$31,500	
	SLW	Butner	Kennick	Hall	\$13,200	
	SLW	Van Phul	Obear	Haine	\$21,000	
3	SLW	2nd	Mallineroth	Salisbury	\$9,000	
	SLW	19th	Angelica	Bremen	\$22,900	
	SLW	Bremen	11th	20th	\$17,800	
	SLW	20th	Destrehan	Bremen	\$40,500	
4	SLW	Ashland	Fair	Whitner	\$5,500	Rms E/W
	SLW	Greer	Clay	Wame	\$9,800	-
	SLW	Ashland	Fair	Whitner	\$16,500	L-Shaped
	SLW	Ashland	Rolla	Ashland	\$4,800	Rms E/W
	SLW	Ashland	Clarence	Vine Grove	\$6,100	-
	SLW	Ashland	Lambdin	Wame	\$6,200	-
	SLW	Labadie	Whittier	Lambdin	\$13,000	-
	SLW	St. Louis	Vandeventer	Wame	\$14,000	-
	SLW	41th Odd	Kernerly		\$14,500	-
5	SLW	1st	Chambers	North Market	\$16,800	
	SLW	St. Charles	Fucker	13th	\$9,500	
	SLW	11th	Mullaughy	10th	\$28,000	
	SLW	Clinton	First	2nd	\$11,600	
	SLW	Hadley	Cass	Howard	\$21,000	
	SLW	Montgomery	Deadend	Broadway	\$3,100	
6	SLW	Shenandoah	Compton	Virginia	\$5,900	-
	SLW	Hartford	Louisiana	Arkansas	\$11,200	-
	SLW	Lafayette	Ohio	Iowa	\$5,100	-
	SLW	Locust	22nd	23rd	\$7,200	-
	SLW	Locust	Jefferson	Beaumont	\$11,400	-
	SLW	Hickory	Jefferson	Ohio	\$8,800	-
	SLW	Park	Vail	Mississippi	\$2,600	Rms E/W
	SLW	Chouteau	Dolman	18th	\$10,500	-
	SLW	Hickory	Dolman	18th	\$12,700	Rms N/S
	SLW	Hickory	Dolman	18th	\$3,100	Rms E/W
	SLW	St. Charles	Fucker	14th	\$11,500	-
7	SLW	Vigor	9th	11th	\$6,700	L-Shaped
	SLW	Shenandoah	Menard	11th	\$6,500	-
	SLW	Lam	7th	9th	\$5,900	W, Rms N/S
	SLW	Lam	7th	9th	\$5,300	E, Rms N/S
	SLW	Ann	10th	Menard	\$6,800	-
	SLW	Banon	11th	12th	\$6,000	-

	SLW	Slonandouh	12th	13th	\$7,400	*
	SLW	17th	Market	Olive	\$16,800	
	SLW	Rutger	11th	Deadend	\$6,300	
	SLW	13th	Olive	Locust	\$8,000	
	SLW	Lynch	Gravois	Iowa	\$5,400	
	SLW	Rutger	9th	Cul-de-sac	\$13,700	
8	SLW	Detoury	Vanderwerker	Tower Grove	\$21,900	
	SLW	Reber	Kingshighway	Hereford	\$39,000	
	SLW	1300 Odd Shaw			\$11,000	*
	SLW	4400 Odd Shaw			\$6,900	*
	SLW	4100 Even Flad			\$11,200	*
9	SLW	Potomac	Wisconsin	Indiana	\$23,600	
	SLW	Meramec	Iowa	California	\$7,500	Runs N/S *
	SLW	Meramec	Iowa	California	\$4,600	Runs E/W *
	SLW	Chariton	Oregon	Nebraska	\$5,600	Runs F/W *
	SLW	Osage	Iowa	California	\$6,000	Runs E/W *
	SLW	Wyoming	Illinois	Missouri	\$7,400	*
	SLW	Winthell	Illinois	Missouri	\$7,300	*
	SLW	Utah	Lemp	Salera	\$16,200	Runs N/S *
	SLW	Cherokee	Illinois	Missouri	\$11,800	Runs N/S *
10	SLW	<b>Projects To Be Determined</b>			<b>\$90,000</b>	
11	SLW	6100 Even Louisiana			\$21,600	*
	SLW	6300 Even Louisiana			\$4,900	*
	SLW	5900 Even Minnesota			\$10,700	*
	SLW	6000 Even Minnesota			\$5,700	*
	SLW	6700 Even Minnesota			\$5,700	*
	SLW	6800 Even Minnesota			\$5,700	*
	SLW	7000 Even Minnesota			\$5,700	*
	SLW	7100 Even Minnesota			\$5,700	*
	SLW	6200 Even Michigan			\$5,700	*
	SLW	6600 Even Michigan			\$6,400	*
	SLW	900 Even Dover			\$12,300	*
12	SLW	Lisene	Kingshighway	Macklind	\$20,000	*
	SLW	Lisette	Macklind	January	\$21,600	*
	SLW	Lisene	January	Hampton	\$20,200	*
	SLW	Loughborough	Trinor	Sharp	\$4,400	*
	SLW	French	Eugene	Field	\$12,700	*
	SLW	Tynoleau	Salzbunger	Gravois	\$11,100	Runs F/W *
13	SLW	Cologne	Gravois	Eichelberger	\$12,300	
	SLW	Giant Pl	Dales	Eiler	\$4,100	
	SLW	Delor	Louisiana	Tennessee	\$11,500	*
	SLW	Walsh	Louisiana	Tennessee	\$9,100	*
	SLW	Delor	Idaho	Alaska	\$11,500	*
	SLW	Delor	Alabama	Idaho	\$15,500	*
	SLW	Delor	Grand	Grace	\$10,500	*
	SLW	Richelberger	Grand	Grace	\$5,200	*
	SLW	Eiler	Grand	Grace	\$10,300	Runs N/S *
14	SLW	Bancroft	Kingshighway	Bancroft	\$21,200	T-Shaped *
	SLW	Bingham	Gravois	Jessica	\$2,700	1/2 N/S Leg *

	SLW	Ellenwood	Gravos	Morganford	\$13,400	Runs E/W	*
	SLW	Bingham	Adkins	Gravos	\$6,700	L-Shaped	*
	SLW	Bingham	Ray	Adkins	\$8,400	L-Shaped	*
	SLW	Beck	Morganford	Ridgewood	\$27,000		
	SLW	Colugne	Tichelberger	Wilcox	\$11,000		
15	SLW	Arsenal	Grand	Spring	\$18,700		*
	SLW	Arsenal	Spring	Gustine	\$17,500		*
	SLW	Hartford	Grand	Spring	\$2,400	Runs N/S	*
	SLW	Phillips	Roger	Oakhill	\$10,700		
	SLW	Utah	Ben	Oakhill	\$12,000		
	SLW	Utah	Gustine	Roger	\$14,300		*
	SLW	Gravos	Spring	Hamberger	\$14,800	T-Shaped	*
16	SLW	Bancroft	Tanun	Chippewa	\$26,000		
	SLW	Murdock	Donovan	Nottingham	\$19,100		
	SLW	Murdock	Macklind	Sulphur	\$40,500		
	SLW	Plainview	McCausland	Wabash	\$4,400	Runs E/W	*
17	SLW	Oakland	Taylor	Kingshighway	\$18,700		*
	SLW	Wichita	Taylor	Kingshighway	\$4,200	E, Runs N/S	*
	SLW	Arco	Taylor	Kingshighway	\$17,700		*
	SLW	Gibson	Taylor	Kingshighway	\$18,700		*
	SLW	Swan	Tower Grove	Newstead	\$13,400		*
	SLW	Vista	Newstead	Taylor	\$17,300		*
18	SLW	Delmar	Enchid	Kingshighway	\$19,800		*
	SLW	Delmar	Pendelton	Newstead	\$16,000		*
	SLW	Delmar	Sarah	Whittier	\$18,200		*
	SLW	Delmar	Vandevener	Sarah	\$29,200		*
	SLW	Delmar	Whittier	Pendelton	\$8,800		*
19	SLW	<b>BPS PROJECT - Match funds for M.L.K.</b>			<b>\$90,000</b>		
20	SLW	<b>Projects To Be Determined</b>			<b>\$90,000</b>		
21	SLW	Lexington	Vandevener	Wame	\$12,500		*
	SLW	Natural Bridge	Harris	Lambdin	\$14,000		*
	SLW	Natural Bridge	Clay	Fair	\$14,000		*
	SLW	Natural Bridge	Vandevener	Wame	\$14,000		*
	SLW	Palm	Vandevener	Wame	\$11,000		*
	SLW	Loc	Fair	Harris	\$10,000	S, Runs E/W	*
	SLW	Loc	Fair	Harris	\$11,500	N, Runs E/W	*
22	SLW	Lotus	Goodfellow	Hamilton	\$16,200		*
	SLW	Terris	Goodfellow	Hamilton	\$8,900	L-Shaped	*
	SLW	Terris	Hamilton	Darby	\$8,900		*
	SLW	Grimshaw	Darby	City Limits	\$2,800	Runs E/W	*
	SLW	Grimshaw	Darby	City Limits	\$5,200	Runs N/S	*
	SLW	1400 Odd Burd	Ridge	Wells	\$14,000		*
	SLW	1400 Even Temple			\$14,000		*
	SLW	Hebert	Clara	Bell	\$4,200		*
	SLW	Roosevelt	Hamilton	Goodfellow	\$5,700		#
	SLW	Kennerty	Hodamont	Hamilton	\$5,500		#
	SLW	Amherst Pl	Page	Julian	\$5,100		#
23	SLW	Lindenwood	January	S545 Lindenwood	\$9,700		*
	SLW	Arthur Odd	Clifton	Watson	\$21,400		*

	SLW	Arthur Odd	Hampton	Clifton	\$12,100	*
	SLW	Fyler Odd	Clifton	Watson	\$20,300	+
	SLW	Fyler Even	Ivanhoe	Benchek	\$10,000	+
	SLW	Fyler Odd	Ivanhoe East to	Deadend	\$10,400	*
	SLW	Hancock Even	Jantieson West to	Deadend	\$6,100	*
24	SLW	Hartford	59th	Clifton	\$22,500	
	SLW	Knox	Elizabeth	Wilson	\$17,000	
	SLW	Martha Pl	Gardner	Deadend	\$4,700	
	SLW	Platan	McCansland	Kraft	\$21,300	
	SLW	Arsenal	Hampton	Clifton	\$5,600	Runs N/S
	SLW	Arsenal	Hampton	Clifton	\$15,900	Runs E/W
25	SLW	Vermont	Etchelberger	Walsh	\$10,200	
	SLW	Bingham	Grand	Grace	\$7,000	*
	SLW	Memme	Grand	Grace	\$10,600	*
	SLW	Bingham	37th	Dewey	\$6,300	*
	SLW	Taft	38th	Spring	\$4,700	*
	SLW	Gasconade	Grand	Louisiana	\$8,600	Runs L/W
	SLW	Montana	Grand	Louisiana	\$9,600	Runs E/W
	SLW	Alberta	Giles	Spring	\$13,800	I-Shaped
	SLW	Kookuk	Hydraulic	Gustue	\$5,700	Runs E/W
	SLW	Kookuk	Spring	Hydraulic	\$13,500	*
26	SLW	<b>BPS PROJECT - Site Imp. For Peoples Community Dev't</b>			<b>\$90,000</b>	
27	SLW	6100 Even Florissant			\$8,000	*
	SLW	6100 Odd Florissant			\$6,600	*
	SLW	6000 Odd Florissant			\$8,000	*
	SLW	5900 Even Astra	Deadend Alley		\$5,800	*
	SLW	5700 Odd Mimika			\$8,200	+
	SLW	6100 Odd Emma			\$7,300	+
	SLW	6200 Odd Emma			\$3,700	*
	SLW	5500-5700 Odd Era			\$18,400	*
	SLW	5900 Even Saloma	Wren to	Gilmore	\$3,600	*
	SLW	5700 Odd Saloma			\$9,500	*
	SLW	5000 & 5100 Even Robin			\$10,200	*
28	SLW	Enright	Skinker	Deadend	\$6,000	
	SLW	Belt	Pershing	Deadend	\$13,500	
	SLW	<b>Projects To Be Determined</b>			<b>\$70,500</b>	

Approved: February 14, 2003

**ORDINANCE #65797**  
**Board Bill No. 89**

An ordinance establishing a four way stop site for all traffic approaching the intersection of Page Boulevard and Bayard Avenue and containing an emergency clause.

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

**SECTION ONE.** There is hereby established a four way stop site for all traffic approaching the intersection of Page Boulevard and Bayard Avenue. The director of streets is hereby authorized and directed to install stop signs at said location to regulate traffic approaching this intersection.

**SECTION TWO.** Emergency Clause. This being an ordinance for the preservation of public peace, health and safety, it 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 therefore this ordinance shall become effective immediately upon its passage and approval by the Mayor.

Approved: February 14, 2003

**ORDINANCE #65798**  
**Board Bill No. 96**  
**Committee Substitute**

An ordinance recommended by the Board of Estimate and Apportionment pertaining to municipal information technology services; establishing an Information Technology Services Agency, providing for the appointment of an agency director, providing for agency staffing, and providing for the functions and responsibilities of the Information Technology Services Agency; providing funding for the Information Technology Services Agency from funds previously appropriated to the Division of the Budget for the fiscal year ending June 30, 2003; providing for minority and women owned business participation; containing an emergency provision.

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

**SECTION ONE. Established.** There is hereby established an Information Technology Services Agency, hereinafter referred to as the "Agency."

**SECTION TWO. Director; Appointment; Staff.** The Agency shall be headed by an Agency Director, who shall be appointed by the Mayor and approved by the Board of Estimate and Apportionment for a term to run concurrently with the Mayor's term of office, or until his successor is appointed and qualified. The Agency Director shall be responsible directly to the Mayor. The Agency Director shall oversee the work of the Agency and shall appoint and supervise the Agency's personnel pursuant to the civil service provisions of the Charter and ordinances. The Agency Director and staff shall receive compensation in accordance with ordinance provisions.

The Director of the Information Technology Services Agency should possess proven management and strategic planning skills with broad and extensive technical knowledge and experience in information technology, services and systems, understanding of key issues in information management, marketing and business principles, extensive knowledge and experience in connection, transference and transitioning of various types and forms of information and data systems and platforms into a comprehensive and integrated system, as well as demonstrated planning, organizational, and management skills. The qualifications for the Director of Information Technology shall include but not be limited to an appropriate educational background in information systems, relevant information technology expertise, strong management skills and experience in managing a large, multi-function information technology agency, department or company. The Director shall also have financial and administrative experience, leadership ability, innovation, flexibility and effective communications skills.

**SECTION THREE. Functions and responsibilities of Agency.** The Agency shall be responsible for the planning, development, coordination and implementation of timely, reliable, cost-effective municipal technology and information services for use by City government and City employees, citizens and businesses. The Agency shall assume the functions, rights, powers, responsibilities and duties of the Information System Services personnel of the Budget Division.

Within 180 days of the effective date of this ordinance, the Director of the Information Technology Services Agency shall submit to the Board of Estimate and Apportionment for its approval and to the Board of Aldermen for its approval by resolution subsequent to a hearing by the Public Utilities Committee or its successor a comprehensive report outlining proposed operational policies and including an integration plan for various City data and informational systems into an integrated and coordinated system, with an implementation timetable and a management structure for the new Agency.

Such report shall also detail proposed policies for the security and management of informational databases and other electronic file and information systems of the City of St. Louis.

For the first year after the effective date of this Ordinance, the Agency Director shall submit quarterly reports outlining the progress of the development and implementation of such plan and policies to the Board of Estimate and Apportionment for review and approval. Thereafter, on an annual basis concurrent with the submission of the budget report, the Director of the Information Technology Services Agency shall submit a comprehensive report of the state of the city's information infrastructure and operations to the Board of Estimate and Apportionment, along with updated operational policies for the Agency, which shall be subject to approval by the Board of Estimate and Apportionment.

The Board of Estimate and Apportionment shall serve as final arbiter in any dispute between or among offices, agencies and departments of City government with regard to the implementation of the plans and policies of the Information Technology Services Agency.

**SECTION FOUR. Funding.** As recommended by the Board of Estimate and Apportionment, Ordinance No. 65500 is hereby amended to provide funds in the amount of Two Million Two Hundred Sixty-Six Thousand Four Hundred Twenty-Two Dollars (\$2,266,422) for the Information Technology Services Agency from funds previously appropriated to the Division of the Budget for the fiscal year ending June 30, 2003 as detailed in Exhibit A.

**SECTION FIVE. Minority and women owned business participation.** The Information Technology Services Agency hereby adopts participation goals of 25% Minority Business Enterprises and 5% Women Business Enterprises, consistent with the Mayor's Executive Order on Minority and Women's Business Participation. The Agency will include information about minority

and women's business participation in the Agency's annual report to the Board of Estimate and Apportionment.

**SECTION SIX. Emergency.** This ordinance being deemed necessary for the immediate preservation of the public peace, health and safety and providing for current expenses of the City government, it 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 shall become effective immediately upon its passage and approval by the Mayor.

Approved: February 14, 2003

ORDINANCE NO. 65798 - EXHIBIT A

**EXHIBIT A**  
**Board Bill #96 Committee Substitute**  
**Amendment to Ordinance #65500**  
**(Funding for New Information Technology Services Agency)**

FUND	1010			
DEPT.	127			
NAME:	Information Technology Services Agency			
ACCT	ITEM DESCRIPTION	FROM CURR APPROP	TO	CHANGE
	<b>PERSONAL SERVICES</b>			
5101	Salaries Regular Employees	\$0	5692,662	\$692,662
5112	Salaries - Per Performance Employees	0	4,000	4,000
5176	Employer Social Security Coverage	0	54,825	54,825
5137	Employee Health Insurance	0	47,348	47,348
5138	Employee Retirement Plan	0	60,951	60,951
5142	Employee Life Insurance	0	2,646	2,646
5177	Overtime - Regular Employees	0	20,000	20,000
5197	Reserve for 27th Pay	0	2,121	2,121
	<b>MATERIALS AND SUPPLIES</b>			
5235	Office and Computer	0	48,912	48,912
5236	Communications	0	130,760	130,760
5246	Education and Training	0	2,147	2,147
	<b>CAPITAL ASSETS</b>			
5535	Office and Computer	0	158,000	158,000
	<b>CONTRACTUAL &amp; OTHER SVCS</b>			
5635	Office and Computer	0	622,660	622,660
5636	Communications	0	48,002	48,002
5645	Travel	0	5,000	5,000
5646	Education and Training	0	25,625	25,625
5648	Membership Fees	0	750	750
5649	Professional Services	0	330,657	330,657
5670	Prior Year Encumbrances	0	0	0
	<b>Total</b>	<b>\$0</b>	<b>\$2,266,122</b>	<b>\$2,266,122</b>

**EXHIBIT A**  
**Board Bill #96 Committee Substitute**  
**Amendment to Ordinance #65500**  
**(Funding for New Information Technology Services Agency)**

FUND: 1010  
 DEPT: 137  
 NAME: Division of the Budget

ACCT	ITEM DESCRIPTION	FROM CURR APPROP	TO	CHANGE
<b>PERSONAL SERVICES</b>				
5101	Salaries - Regular Employees	\$2,504,694	\$1,864,839	-\$639,855
5112	Salaries - Per Performance Employees	58,032	0	-58,032
5136	Employer Social Security Coverage	209,054	142,941	-66,113
5137	Employees Health Insurance	130,050	83,535	-46,515
5138	Employee Retirement Plan	231,589	163,215	-68,374
5142	Employees Life Insurance	10,053	7,186	-2,867
5172	Overtime - Regular Employees	43,000	25,114	-17,886
5197	Reserve for 27th Pay	9,211	1,515	-7,696
<b>MATERIALS AND SUPPLIES</b>				
5235	Office and Computer	129,800	80,888	-48,912
5236	Communications	131,260	500	-130,760
5246	Education and Training	5,700	3,553	-2,147
<b>RENTAL &amp; NON-CAPITAL LEASES</b>				
5335	Office and Computer	100,000	2,000	-100,000
<b>NON-CAPITAL EQUIPMENT</b>				
5435	Office and Computer	2,000	2,000	0
<b>CAPITAL ASSETS</b>				
5535	Office and Computer	158,000	0	-158,000
<b>CONTRACTUAL &amp; OTHER SRVCS</b>				
5635	Office and Computer	1,270,000	677,340	-592,660
5636	Communications	222,000	173,998	-48,002
5645	Travel	15,000	10,000	-5,000
5646	Education and Training	30,500	4,875	-25,625
5647	Transportation	800	800	0
5648	Membership Fees	1,350	600	-750
5653	Intental Service	1,100	1,100	0
5654	Health Care Services	100	100	0
5659	Professional Services	717,000	377,343	-339,657
5660	Pass Through	3,000	3,000	0
5670	Prior Year Encumbrances	20,000	20,000	0
<b>Total</b>		<b>\$6,005,293</b>	<b>\$3,646,442</b>	<b>-\$2,358,851</b>

**EXHIBIT A**  
**Board Bill #96 Committee Substitute**  
**Amendment to Ordinance #65500**  
**(Funding for New Information Technology Services Agency)**

FUND 1117  
 DEPT. 127  
 NAME: Information Technology Services Agency

ACCT	ITEM DESCRIPTION	FROM CURR. APPROP.	TO	CHANGE
<b>CONTRACTUAL &amp; OTHER SRVCS</b>				
5635	Office and Computer	50	\$4,062	\$4,062
5670	Prior Year Encumbrances	0	48,952	48,952
<b>Total</b>		50	\$53,014	\$53,014

FUND 1117  
 DEPT 137  
 NAME: Division of the Budget

ACCT	ITEM DESCRIPTION	FROM CURR. APPROP.	TO	CHANGE
<b>CONTRACTUAL &amp; OTHER SRVCS</b>				
5635	Office and Computer	\$200,000	\$195,938	-\$4,062
5670	Prior Year Encumbrances	48,952	0	-48,952
<b>Total</b>		\$248,952	\$195,938	-\$53,014

<b>Summary</b>	<b>Increase</b>	<b>Decrease</b>	<b>Net Change</b>
General Fund	\$2,266,422	-\$2,358,851	-\$92,429
Other Funds	53,014	-53,014	0
	\$2,319,436	-\$2,411,865	-\$92,429