

**ORDINANCE #66442
Board Bill No. 43**

An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute, upon receipt of and in consideration of the sum of Two Thousand Five Hundred Dollars (\$2,500.00) and other good and valuable consideration, a Quit Claim Deed to remise, release and forever quit-claim unto Roberts Brothers Properties, LLC, certain City-owned property located in City Block 5484, which property is known as 5423 and 5429 Enright Avenue, and containing an emergency clause.

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

SECTION ONE. The Mayor and Comptroller are hereby authorized and directed to execute, upon receipt of and in consideration of the sum of Two Thousand Five Hundred Dollars (\$2,500.00) and other good and valuable consideration, a Quit Claim Deed, attached hereto as Exhibit A, to remise, release and forever quit-claim unto Roberts Brothers Properties, LLC, certain City-owned property located in City Block 5484, which property is known as 5423 and 5429 Enright Avenue, and which is more fully described in said Exhibit A.

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

Exhibit A

QUIT CLAIM DEED

THIS DEED, made and entered into this ____ day of _____, 2004, by and between the City of Saint Louis, a municipal corporation of the State of Missouri, 1200 Market Street, St. Louis, Missouri 63103, (Grantor), and Roberts Brothers Properties, LLC, a Missouri limited liability company, whose address is 1408 North Kingshighway, Suite 300, St. Louis, Missouri 63113 (Grantee).

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

See Exhibit A attached hereto and incorporated into this deed

Subject to restrictions, covenants, and easements of record.

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

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

THE CITY OF SAINT LOUIS
(Grantor)

ROBERTS BROTHERS
PROPERTIES, LLC
(Grantee)

BY: _____
Francis G. Slay
Mayor

BY: _____
Steven C. Roberts
President

BY: _____
Darlene Green
Comptroller

Approved as to form:

Thomas J. Ray
Deputy City Counselor

Attest:

Parrie L. May

City Register

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

On this ____ day of _____, 2004, before me appeared Francis G. Slay and Darlene Green to me personally known, who being by me duly sworn did say that they are the Mayor and the Comptroller of the City of Saint Louis, respectively, and that they are authorized to execute this Quit-Claim Deed on behalf of the City of Saint Louis under the authority of Ordinance _____ and acknowledge said instrument to be the free act and deed of the City of Saint Louis.

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

Notary Public

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

On this ____ day of _____, 2004, before me appeared Steven C. Roberts to me personally known, who being by me duly sworn did say that he is the president of Roberts Brothers Properties, LLC, and that he is authorized to execute this Quit-Claim Deed on behalf of said company under the authority of its Board of Directors, and acknowledged that he executed said instrument as his free act and deed.

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

Notary Public

EXHIBIT A

Parcel 1. Lot "A" and the eastern 8 feet of lot "B" of the subdivision of part of lots 4 and 5 of Breckenridge Private Subdivision of Ann Biddle's Estate, according to plat of said subdivision recorded in Surveyor's record 8, page 2, and in block 5484 of the City of St. Louis, together fronting 40 feet on the north line of Enright Avenue, by a depth northwardly of 142 feet 6 inches to an alley, bounded east by Arlington. Together with all improvements thereon, known as and numbered 5423 Enright Avenue. Parcel ID 5484-00-01600

Parcel 2. The western 27 feet of Lot "B" and the eastern 13 feet of Lot "C" of the Subdivision of Part of Lots 4 and 5 of Ann Biddle's Estate, according to the Plat of said Subdivision recorded in Surveyor's Record 8 page 2 and in Block 5484 of the City of St. Louis, together fronting 40 feet on the North line of Enright Avenue, by a depth northwardly of 142 feet 6 inches to an alley, known as and numbered 5429 Enright Avenue. Parcel ID 5484-00-01700

Approved: October 28, 2004

ORDINANCE #66443
Board Bill No. 158

An ordinance repealing Ordinance 64656, approved on June 8, 1999, authorizing the sale of certain City-owned property located in City Block 5314; and further authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute, upon receipt of and in consideration of the sum of One Thousand Seven Hundred Fifty Dollars (\$1,750.00) and other good and valuable consideration, a Quit Claim Deed to remise, release and forever quit-claim unto David H. Trang and Shirley H. Trang, certain City-owned property located in City Block 5314, which property is known as 4610 Varrelmann Avenue, and containing an emergency clause.

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

SECTION ONE. Ordinance 64656, approved on June 8, 1999, is hereby repealed.

SECTION TWO. The Mayor and Comptroller are hereby authorized and directed to execute, upon receipt of and in consideration of the sum of One Thousand Seven Hundred Fifty Dollars (\$1,750.00) and other good and valuable consideration, a Quit Claim Deed, attached hereto as Exhibit A, to remise, release and forever quit-claim unto David H. Trang and Shirley H. Trang, certain City-owned property located in City Block 5314, which property is known as 4610 Varrelmann Avenue, and which is more fully described in said Exhibit A.

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

Exhibit A

QUIT CLAIM DEED

THIS DEED, made and entered into this ____ day of _____, 2004, by and between the City of Saint Louis, a municipal corporation of the State of Missouri, 1200 Market Street, St. Louis, Missouri 63103, (Grantor), and David H. Trang and Shirley H. Trang, husband and wife, whose address is 9235 Lurline, St. Louis, Missouri 63126, (Grantee).

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

Lot No. 10 in Block 7 of Newport Heights First Addition and in Block 5314 of the City of Saint Louis, fronting 28 feet on the east line of Varrelmann Avenue, by a depth eastwardly of 115 feet to an alley, known as and numbered 4610 Varrelmann. Parcel ID 5314-00-01500

Subject to restrictions, covenants, and easements of record.

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

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

THE CITY OF SAINT LOUIS
(Grantor)

DAVID H. TRANG
SHIRLEY H. TRANG
(Grantee)

BY: _____
Francis G. Slay
Mayor

BY: _____
David H. Trang

BY: _____
Darlene Green
Comptroller

BY: _____
Shirley H. Trang

Approved as to form:

Thomas J. Ray
Deputy City Counselor

Attest:

Parrie L. May
City Register

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

On this ____ day of _____, 2004, before me appeared Francis G. Slay and Darlene Green to me personally known, who being by me duly sworn did say that they are the Mayor and the Comptroller of the City of Saint Louis, respectively, and that they are authorized to execute this Quit-Claim Deed on behalf of the City of Saint Louis under the authority of Ordinance _____ and acknowledge said instrument to be the free act and deed of the City of Saint Louis.

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

Notary Public

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

On this ____ day of _____, 2004, before me appeared David H. Trang and Shirley H. Trang, to me personally known, and who executed the forgoing instrument, who being by me duly sworn did say that they executed said instrument as their free act and deed.

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

Notary Public

Approved: October 28, 2004

ORDINANCE #66444
Board Bill No. 233

An Ordinance recommended and approved by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of the City of St. Louis (the "City") to enter into and execute on behalf of the City the "Third Amendment To Lambert-St. Louis International Airport@ (the 'Airport') Concession Agreement (News\Gift)" (hereinafter referred to as the "Third Amendment") to the Airport Concession Agreement for Airport News and Gift Concession No. AL-101 between the City and Paradies - Concession II - Arch, Inc. (the "Concessionaire"), dated May 21, 1992 (the "Agreement") that was authorized under Ordinance 62606 approved April 7, 1992, and amended by the "First Amendment" dated November 9, 1994 (authorized by Ordinance 63293 approved October 14, 1994) and the "Second Amendment" dated January 27, 1997 (authorized by Ordinance 63981 approved January 3, 1997)(collectively referred to herein as the "Agreement"); the Third Amendment, which was approved by the City's Airport Commission and is attached hereto as ATTACHMENT "1" and made a part hereof, amends certain terms and conditions of the Agreement to provide for the construction by the Concessionaire of additional concession premises and extends the term of the Agreement by four (4)years and seven (7) months to end January 31, 2013, for the amortization of those costs; providing that the provisions set forth in this Ordinance shall be applicable exclusively to the Agreement as amend by the Third Amendment; containing a severability clause; and containing an emergency clause.

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

SECTION ONE. The Director of Airports and the Comptroller of the City of St. Louis (the "City") are hereby authorized and directed to enter into and execute on behalf of the City the "Third Amendment To Lambert-St. Louis International Airport@ (the 'Airport') Concession Agreement (News\Gift)" (hereinafter referred to as the "Third Amendment") to the Airport Concession Agreement for Airport News and Gift Concession No. AL-101 between the City and Paradies - Concession II - Arch, Inc. (the "Concessionaire"), dated May 21, 1992 (the "Agreement") that was authorized under Ordinance 62606 approved April 7, 1992, and amended by the "First Amendment" dated November 9, 1994 (authorized by Ordinance 63293 approved October 14, 1994) and the "Second Amendment" dated January 27, 1997 (authorized by Ordinance 63981 approved January 3, 1997)(collectively referred to herein as the "Agreement"); the Third Amendment to the Agreement, which was approved by the City's Airport Commission, is to read in words and figures as set out in ATTACHMENT "1" and is to attached hereto and made a part hereof.

SECTION TWO. The terms, covenants, and conditions set forth in this Ordinance shall be applicable exclusively to the Agreement as amended by the Third Amendment and shall not be applicable to any other existing or future agreements, documents, or instruments unless specifically authorized by an ordinance after the effective date of this Ordinance. All provisions of other ordinances of the City that are in conflict with this Ordinance shall be of no force or effect as to this Ordinance or the agreements, documents, and instruments approved and/or authorized by this Ordinance.

SECTION THREE. The sections, conditions, and provisions of this Ordinance or portions thereof shall be severable. If any section, condition, or provision of this Ordinance or portion thereof is held invalid by the court of competent jurisdiction, such holding shall not invalidate the remaining sections, conditions, or provisions of this Ordinance.

SECTION FOUR. This being an Ordinance for the preservation of public peace, health, or safety, it is hereby declared an emergency measure as designed in Article IV, Section 20 of the City's Charter and shall become effective immediately upon its approval by the Mayor of the City.

ATTACHMENT "1"

Airport #AL-101

THIRD AMENDMENT
TO
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
CONCESSION AGREEMENT
(NEWS\GIFT)

THIS THIRD AMENDMENT, entered into this _____ day of _____, 2004, by and between the CITY OF ST. LOUIS, a municipal corporation of the State of Missouri ("City"), and PARADIES - CONCESSION II - ARCH, INC., (the "Concessionaire"), hereinafter the "Third Amendment".

WITNESSETH THAT:

WHEREAS, City and Paradies Shops, Inc., are parties to a Concession Agreement for the Airport News and Gift Concession dated May 21, 1992 (the "Agreement") authorized by Ordinance 62606, approved April 7, 1992; and,

WHEREAS, the Agreement was amended and assigned to Concessionaire by the First Amendment dated November 9, 1994 (the "First Amendment") authorized by Ordinance 63293, approved October 14, 1994; and,

WHEREAS, the Agreement was amended and provided for revisions and additional concession Premises by the Second Amendment dated January 27, 1997 (the "Second Amendment") authorized by Ordinance 63981, approved January 3, 1997; and,

WHEREAS, the parties desire to enlarge and improve the Premises granted by the Agreement as amended and otherwise to amend the Agreement as amended to their respective mutual benefits; and,

WHEREAS, the parties desire to revise certain terms and conditions of the Agreement as amended to provide for the construction by the Concessionaire of additional concession Premises, including the development of (a) a new Brooks Brothers Men's and Women's Store on concourse "C"; (b) a new CNBC store on concourse "C"; (c) a new Bass Pro Shop or another concept approved by the Airport on concourse "C"; (d) a new Explore St. Louis Shop on concourse "C"; (e) a new storefront on the existing LT-5 location; (f) return the BS location in the Main Terminal to the Airport; (g) remodel the D-12 location on concourse "D" at such time enplanements on concourse "D" reach 30,000 per month; (h) remodel the D-13 location on concourse "D" at such time enplanements on concourse "D" reach 40,000 per month and Gates D-28 through D-36 are being partially utilized; (i) expend a minimum of one million three hundred thousand dollars (\$1,300,000.00) on the above projects; and (j) to extend the Term for four (4) years and seven (7) months for amortization of these costs.

NOW, THEREFORE, for and in consideration of the promises, and of the mutual covenants and agreements herein contained, and other valuable considerations, City and Concessionaire agree to amend the Agreement as amended, as follows:

1. Section 201. Premises. Exhibit "A" referred to in this section of the Concession Agreement is deleted in its entirety and an amended Exhibit "A", which is attached hereto and made a part thereof, shall hereinafter constitute the Premises under the Concession Agreement and this Third Amendment.

2. Section 301. Term. is deleted in its entirety and the following is substituted:

The Term of this Agreement shall consist of two (2) interim periods and Twenty-one Contract Years. The first Interim Period shall begin on April 1, 1992, and end on June 30, 1992. The Contract Years shall commence on July 1, 1992 and end June 30, 2012, and the second Interim Period shall begin July 1, 2012 and end January 31, 2013, unless sooner terminated in accordance with other provisions of this Agreement.

3. Section 403.(a) Concession Fees - Contract Years. is deleted in its entirety and the following is substituted:

Concessionaire agrees to pay for Contract Years One through Twenty-one a sum equal to the greater of the Minimum Annual Guarantee as set out below for each contract Year or the aggregate of Applicable Percentage Fees for each product category as set out below.

<u>Contract Years</u>	<u>Minimum Annual Guarantees</u>
Contract Year One	\$ 850,000.00
Contract Year Two	\$1,000,000.00
Contract Year Three	\$1,119,000.00
Contract Year Four	\$1,119,000.00
Contract Year Five	\$1,119,000.00
Contract Year Six	\$1,119,000.00
Contract Year Seven	\$1,321,440.00
Contract Year Eight	\$1,321,440.00

Contract Year Nine	\$1,321,440.00
Contract Year Ten	\$1,321,440.00
Contract Year Eleven	\$1,321,440.00
Contract Year Twelve	\$1,321,440.00
Contract Year Thirteen	\$1,321,440.00
Contract Year Fourteen	\$1,321,440.00
Contract Year Fifteen	\$1,321,440.00
Contract Year Sixteen	\$1,321,440.00
Contract Year Seventeen	\$1,321,440.00
Contract Year Eighteen	\$1,321,440.00
Contract Year Nineteen	\$1,321,440.00
Contract Year Twenty	\$1,321,440.00
Contract Year Twenty-One	\$1,321,440.00
Second Interim Period	\$ 770,840.00

<u>Product Categories</u>	<u>Product Percentage Fees</u>
Newspapers	5%
Magazines	10%
Books	10%
Tobacco	10%
Drug Sundries and Film	10%
PGA Tour Store, Brooks Brothers, Bass Pro Shop, or other Airport approved branded concept Merchandise	12%
Retail Court Branded Merchandise	12%
All Other Merchandise	20%

The Concessionaire will not offer any merchandise for sale in the PGA Tour Store, Brooks Brothers Store, Bass Pro Shop or other Airport approved branded concept stores that it offers at product percentage fees of 20% in its other retail Premises.

Items not clearly belonging to one of the product categories will be assigned to a category by the Director.

4. Section 601 (c). Construction by Concessionaire. is deleted in its entirety and the following is substituted:

It is the express desire of the parties that the projects (a),(b),(c) and (d) in the preamble to the Third Amendment be completed by March 31, 2005.

Concessionaire agrees that the Build-Out shall be completed according to the Tenant Design Standards, which are filed of record in the Office of the Director. Spaces in either location may be modified if required by the Director, contingent upon mutual agreement of both parties.

- Submit a signed tenant construction or alteration application (TCA) including complete construction drawings and specifications as required by Section 603 to the Airport Properties Department not more than sixty (60) days following the full execution of this Agreement by the City and notification of availability of new Premises by City.
- Submit a building permit number from St. Louis County or other applicable governmental entities not more than thirty (30) days following approval of the TCA to the Airport Properties Department. (A building permit number is required before the TCA can be approved).
- Submit the contractor's liability insurance certificates and performance and payment bonds required by Section 604 and 605 to the Airport Properties Department not more than forty-five (45) days following TCA approval by the Airport Properties Department.
- Submit a certificate of completion and a certified copy of occupancy permit from St. Louis County or other applicable governmental entities to the Airport Properties Department as required by Section 606 not more than 120 days following approval of the contractor's liability insurance certificates and performance and payment bonds by the Airport Properties Department.

5. Section 602. Cost of Improvements. a fifth paragraph is inserted as follows:

In addition, the Concessionaire shall cause to be expended an additional \$1,300,000.00 (One Million, Three Hundred Thousand Dollars) for the four-year and seven-month extension to January 31, 2013 and Build-Out of Premises agreed upon in this Third Amendment. Concessionaire shall furnish the Director with satisfactory proof of the additional \$1,300,000.00 (One Million, Three Hundred Thousand Dollars) Build-Out Costs within sixty (60) days following completion of work to the Premises. This proof of costs must include, at a minimum, an itemized account of all included costs, supported by invoices and canceled checks and certified as accurate by an independent Certified Public Accountant. The Concessionaire shall provide to the Director any other proof necessary to satisfy the Director. The Concessionaire is

encouraged by City to productively spend the entire amount of \$1,300,000.00 (One Million, Three Hundred Thousand Dollars) obligated to additional Build-Out Costs, but in the event the Concessionaire's actual expenditures are less than the additional total of \$1,300,000.00 (One Million, Three-Hundred Thousand Dollars), the difference shall be an item of additional rent paid to City within thirty (30) days after receipt of an invoice for such difference from City.

6. Section 1222. Americans with Disabilities Act (ADA), an additional section is inserted as follows:

Section 1222. Americans with Disabilities Act (ADA). Concessionaire shall be responsible for compliance with the Federal ADA, plus any federal, state, or local laws and City Ordinances pertaining to the disabled individual having access to Concessionaire's services.

7. Section 1223. Security Plan and Facilities, an additional section is inserted as follows:

Section 1223. Security Plan and Facilities. Concessionaire hereby acknowledges that City is required by the Transportation Security Administration's ("TSA") regulation 1542, to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to air operations areas. City has met said requirements by developing a master security plan for the Airport, and Concessionaire warrants, covenants and agrees to be fully bound by and immediately responsive to the requirements of the plan in connection with Concessionaire's exercise of the privileges granted to the Concessionaire hereunder. Concessionaire will promptly (within 30 days of the City's request) reimburse City for all fines or penalties imposed upon City by the FAA resulting from Agent's negligence or failure to act in relation to regulation 1542.

8. Section 1224. Environmental Notice, an additional section is added as follows:

Section 1224. Environmental Notice. Concessionaire shall promptly notify the Director of (1) any change in the nature of the Concessionaire's operations on the Premises that will materially and/or substantially change the City's or Concessionaire's potential obligations or liabilities under the environmental laws, or (2) the commencement of any governmental entity of a formal administrative proceeding before an administrative law judge or a civil or criminal action before a judicial tribunal alleging a violation of any environmental law in connection with Concessionaire's operations on the Premises.

9. Section 1225. Living Wage Compliance Provisions, an additional section is added as follows:

Section 1225. Living Wage Compliance Provisions. This Agreement as amended by the First and Second Amendments is subject to the St. Louis Living Wage Ordinance No. 65597 (the "Ordinance") and the "Regulations" associated therewith, as may be amended from time to time. Copies of the Ordinance and the Regulations may be obtained by contacting Mr. Jack Thomas, Assistant Airport Director, Airport Certification and Compliance Office, 13723 Riverport Drive, 3rd Floor, Maryland Heights, Missouri, 63043 and are incorporated herein by reference. The Ordinance and Regulations require the following compliance measures, and Concessionaire hereby warrants, represents, stipulates, and agrees to comply with these measures:

A. Minimum Compensation: The Concessionaire hereby agrees to pay an initial hourly wage to each employee performing services related to this Agreement in an amount no less than the amount stated on the attached Living Wage Bulletin (Exhibit "D"), which is incorporated herein. The initial rate shall be adjusted each year no later than April 1, and Concessionaire hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Bulletin at the time the Bulletin is issued.

B. Notification: Concessionaire shall provide the Living Wage Bulletin to all employees, together with a "Notice of Coverage", in English, Spanish, and other languages spoken by a significant number of the Contractor's employees within thirty (30) days of the execution of the Third Amendment to this Agreement for existing employees and within thirty (30) days of employment for new employees thereafter.

C. Posting: Concessionaire shall post the Living Wage Bulletin, together with a "Notice of Coverage", in English, Spanish, and other languages spoken by a significant number of the Contractor's employees, in a prominent place in a communal area of each worksite covered by the Agreement as amended by the Third Amendment.

D. Subcontractors and Sublessees: Concessionaire hereby agrees to require Subcontractors and Sublessees, as defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such Subcontractors and Sublessees. Concessionaire shall include these Living Wage Compliance Provisions in any contract with such Subcontractors and Sublessees effective as of the day the Third Amendment to this Agreement is fully executed by the parties hereto.

E. Term of Compliance: Concessionaire hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for the entire term of the Agreement as amended by the Third Amendment, and to submit the reports required by the Regulations for each calendar year or portion thereof during which the Agreement as amended by the Third Amendment is in effect.

F. Reporting: Concessionaire shall provide the Annual Reports and attachments required by the Ordinance and Regulations.

G. Penalties: Concessionaire acknowledges and agrees that failure to comply with any provision of the Ordinance and/or Regulations and/or providing false information may result in the imposition of penalties specified in the Ordinance and/or Regulations. These penalties, as provided in the Ordinance and Regulations, may include, without limitation, suspension or termination of the Agreement as amended, disbarment, and/or the payment of liquidated damages, as provided in the Ordinance and Regulations.

10. All of the terms, covenants, warranties, and conditions of the Agreement not consistent with this Third Amendment are unchanged and are hereby ratified and approved and shall remain in full force and effect.

11. All other terms and conditions of the Agreement as amended by the First and Second Amendments not inconsistent with this Third Amendment are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto execute this Third Amendment for themselves, their successors and assigns, as of the day and year first written above.

Pursuant to City of St. Louis Ordinance approved

PARADIES - CONCESSIONS II - ARCH, INC.
CONCESSIONAIRE

Title:

Date:

THE CITY OF ST. LOUIS, MISSOURI, OPERATING LAMBERT ST. LOUIS INTERNATIONAL AIRPORT@:

The foregoing Third Amendment to Agreement was approved by the Airport Commission at its meeting on , 2004.

Commission Chairman and Director of Airports Date

The foregoing Third Amendment to Agreement was approved by the Board of Estimate and Apportionment at its meeting on , 2004.

Secretary, Board of Estimate & Apportionment Date

APPROVED AS TO FORM:

City Counselor Date
City of St. Louis

Comptroller, Date
City of St. Louis

Register, Date
City of St. Louis

AMENDED EXHIBIT "A"
(Premises)
NEWS/GIFT CONCESSIONS

1.	NEWS\GIFT CONCESSION (A-1)	1,875 sq. ft.
2.	NEWS\GIFT CONCESSION (B-1)	628 sq. ft.
3.	NEWS\GIFT CONCESSION (C-CNBC)	1,101 sq. ft.
4.	NEWS\GIFT CONCESSION (C-4)	1,052 sq. ft.
5.	NEWS\GIFT CONCESSION (C-44)	793 sq. ft.
6.	NEWS\GIFT CONCESSION (C-Brooks Brothers)	1,550 sq. ft.
7.	NEWS\GIFT CONCESSION (C-Bass Pro)	925 sq. ft.

8.	NEWS\GIFT CONCESSION (C-Explore)	937 sq. ft.
9.	NEWS\GIFT CONCESSION (LT-5)	1,169 sq. ft.
10.	NEWS\GIFT CONCESSION (LT-6)	956 sq. ft.
11.	NEWS\GIFT CONCESSION (LT-8)	6,098 sq. ft.
12.	NEWS\GIFT CONCESSION (PGA)	1,511 sq. ft.
13.	NEWS\GIFT CONCESSION (LT-10)	801 sq. ft.
14.	NEWS\GIFT CONCESSION (D-9)	801 sq. ft.
15.	NEWS\GIFT CONCESSION (D-12)	683 sq. ft.
16.	NEWS\GIFT CONCESSION (D-13)	1,019 sq. ft.
17.	NEWS\GIFT CONCESSION (D-79)	463 sq. ft.
18.	NEWS\GIFT CONCESSION (E-1)	763 sq. ft.
19.	NEWS\GIFT CONCESSION (E-2)	3,355 sq. ft.
20.	NEWS\GIFT CONCESSION (E-3)	755 sq. ft.

TOTAL 27,235 sq.ft.

Revised graphical exhibits and corrected square footage to follow upon submission of as-built drawings.

EXHIBIT "D"

ST. LOUIS LIVING WAGE ORDINANCE
LIVING WAGE ANNOUNCEMENT BULLETIN

**NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2004**

In accordance with Ordinance No. 65597, the St. Louis Living Wage Ordinance ("Ordinance") and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **\$9.79** per hour (130% of the federal poverty level income guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **\$12.15** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: **\$2.36** per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of **April 1, 2004**. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at <http://www.stlouiscity.com/livingwage> or obtained from:

City Compliance Official
DBE Program Office
13723 N. Riverport Drive, 3rd Floor
Maryland Heights, MO 63043
(314) 551-5000

Dated: April 1, 2004

ST. LOUIS LIVING WAGE ORDINANCE
LIVING WAGE ACKNOWLEDGMENT & ACCEPTANCE DECLARATION

CONTRACTING AGENCY: St. Louis Airport Authority
 AGENCY CONTRACT NUMBER: NA
 CONCESSIONAIRE'S NAME: _____
 DATE PREPARED: _____

PREPARED BY: _____

PREPARER'S TELEPHONE NUMBER: _____

PREPARER'S ADDRESS AND ZIP CODE:

As the authorized representative of the above-referenced Concessionaire, I hereby acknowledge that the Concessionaire understands that the Agreement as amended by this Third Amendment is subject to the St. Louis Living Wage Ordinance and the Regulations associated therewith. The Concessionaire hereby agrees to comply with the Ordinance and the associated Regulations for the entire term of the Agreement as amended by the Third Amendment. I am authorized to make the above representations on behalf of the Concessionaire.

AUTHORIZED REPRESENTATIVE CERTIFICATION:

 Signature

NAME: _____

TITLE: _____

DATE: _____

Approved: October 28, 2004

**ORDINANCE #66445
 Board Bill No. 234**

An Ordinance, recommended and approved by the Airport Commission and the Board of Estimate and Apportionment, ratifying and adopting the actions of the Mayor and the Comptroller of the City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport (the "Airport"), in accepting and executing on behalf of the City "Amendment Number 1" dated June 22, 2004 to that certain "Grant Agreement" offered by the United States of America, acting through the Federal Aviation Administration of the United States Department of Transportation, the Grant Agreement being for Project Number 3-29-0085-75-2002, dated September 27, 2002, for a maximum federal obligation of Two Million Five Hundred Thousand Dollars (\$2,500,000), which is filed in the Office of the City Register (Comptroller Document No. 43479) and was adopted and ratified by the City under Ordinance No. 65707 approved December 10, 2002, for the reimbursement of all direct costs associated with the "Terminal Security Enhancements, Phase 1 (Terminal modifications required by Transportation Security Act to accommodate checked baggage bulk explosive detection equipment)" (herein after referred to as the "Project"); the Amendment Number 1 to the Grant Agreement, which is filed in the Office of the City Register and is made a part hereof (Comptroller Document No. 43479), deletes the description of the Project, as it appears on page 1 of the Grant Agreement, and substitutes the following project description: "Security Enhancements"; and containing an emergency clause.

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

SECTION ONE. The actions of the Mayor and the Comptroller of the City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport (the "Airport"), in accepting and executing on behalf of the City "Amendment Number 1" dated June 22, 2004 to that certain "Grant Agreement" offered by the United States of America, acting through the Federal Aviation Administration of the United States Department of Transportation, the Grant Agreement being for Project Number 3-29-0085-75-2002, dated September 27, 2002, for a maximum federal obligation of Two Million Five Hundred Thousand Dollars (\$2,500,000), which is filed in the Office of the City Register (Comptroller Document No. 43479) and was adopted and ratified by the City under Ordinance No. 65707 approved December 10, 2002, for the reimbursement of all direct costs associated with the "Terminal Security Enhancements, Phase 1 (Terminal modifications required by Transportation Security Act to accommodate checked baggage bulk explosive detection equipment)" (herein after referred to as the "Project"), is hereby ratified, adopted, and approved; the Amendment Number 1 to the Grant Agreement, which is filed in the Office of the City Register and is made a part hereof (Comptroller Document No. 43479), deletes the description of the Project, as it appears on page 1 of the Grant Agreement, and substitutes the following project description: "Security Enhancements".

SECTION TWO. All terms, conditions, statements, warranties, representations, covenants, agreements, and assurances contained in the initial project application and the incorporated materials referred to in the Grant Agreement, which is filed in the Office of the City Register, not inconsistent with Amendment Number 1, are hereby ratified and approved and made a part hereof.

SECTION THREE. This being an ordinance providing for a Public Work and Improvement Program, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City's Charter, and shall become effective immediately upon approval of the Mayor of the City.

Approved: October 28, 2004

**ORDINANCE #66446
Board Bill No. 268**

An Ordinance authorizing and directing the Mayor, Comptroller, President of the Board of Public Service, and Treasurer of the City of St. Louis to execute leases with Amtrak and Greyhound for the St. Louis Multimodal Station, and authorizing and ratifying the Comptroller and President of the Board of Public Service to execute the Permanent Easement Agreement with the Bi-State Development Agency, all in establishing the site and tenancy for the St. Louis Multimodal Station, and containing a public work emergency clause.

WHEREAS, the Board of Aldermen of the City of St. Louis authorized pursuant to Ordinance Number 64303 dated March 13, 1998, the design and construction of a Multimodal Station; and

WHEREAS, the Board of Public Service was authorized to work in cooperation with the State of Missouri, the Bi-State Development Agency, Amtrak, Greyhound and other governmental agencies for the purpose of the Multimodal Station project; and

WHEREAS, the Board of Public Service has negotiated the agreements necessary to establish the site for the construction of the Multimodal Station; and

WHEREAS, the Lease Agreements and Permanent Easement Agreement attached to this ordinance, in part, will establish the site for the Multimodal Station as aforementioned; and

WHEREAS, the design and construction of the Multimodal Station is a public work of public benefit and necessity to the City of St. Louis.

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

Section One. The Board of Aldermen hereby approves, authorizes and directs the Mayor, Comptroller, President of the Board of Public Service, and Treasurer to execute the Multimodal Station Leases substantially in the form as attached hereto as Exhibits A & B, incorporated herein by this reference.

Section Two. The Board of Aldermen hereby approves and authorizes and ratifies the Comptroller and President of the Board of Public Service to execute the Permanent Easement Agreement for the acquisition of the Multimodal Station site area substantially in the form as attached hereto as Exhibit C, incorporated herein by this reference.

Section Three. The officers executing the aforementioned documents are authorized to approve on behalf of the City of St. Louis such modifications of the documents and to execute such further and other documents as may be necessary and proper to carry out the intent and purpose of this ordinance, said approval to be deemed sufficient by the signature of said officer upon the final documents.

Section Four. This being an ordinance providing for a public work or improvement, an emergency is hereby declared to exist within the meaning of Section Twenty, Article Four of the Charter of the City of St. Louis, and this ordinance shall become effective immediately upon its passage and approval by the Mayor.

Exhibits A, B, C, D & E

is on file in the Register's Office

Approved: October 28, 2004

**ORDINANCE #66447
Board Bill No. 270**

An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute, upon receipt of and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, a Quit Claim Deed to remise, release and forever quit-claim unto the LAND REUTILIZATION AUTHORITY OF THE CITY OF ST. LOUIS, MISSOURI, a public corporation, created, existing and acting under and by authority of the Municipal Land Reutilization Law of Missouri, certain City-owned property located in City Blocks 482, and 483; which property contains multiple platted parcels, one of which is identified as 1205 Grattan Street, which is to be acquired from the State of Missouri, and containing an emergency clause.

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

SECTION ONE. The Mayor and Comptroller are hereby authorized and directed to execute, upon receipt of and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, a Quit Claim Deed, attached hereto as Exhibit A, to remise, release and forever quit-claim unto the LAND REUTILIZATION AUTHORITY OF THE CITY OF ST. LOUIS, MISSOURI, a public corporation, created, existing and acting under and by authority of the Municipal Land Reutilization Law of Missouri, certain City-owned property located in City Blocks 482, and 483; which property contains multiple platted parcels,

Notary Public

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

On this ____ day of _____, 2004, before me appeared _____, to me personally known, who being by me duly sworn did say that he is the _____ of the Land Reutilization Authority, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Commissioners; and said _____ acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public

EXHIBIT A

Parcel 1. Lot 19 and 20 of George H. Crossman’s Subdivision and in Block 482-E of the City of St. Louis fronting fifty feet (50’) on the west line of Grattan Street by a depth Westwardly of one hundred and twenty-nine feet seven and one-half inches (129’ 7 ½”) on the South line of Lot 20, to an alley.

Parcel 2. Lot 21 of George H. Crossman’s Subdivision and in Block 482-E of the City of St. Louis fronting twenty-five feet (25’) on the West line of Grattan Street by a depth Westwardly of one hundred twenty-nine feet nine inches (129’ 9”) on its South line, one hundred twenty-nine feet eight and one-half inches (129’ 8 ½”) on its North line to an alley.

Parcel 3. Lots numbered twenty-two, twenty-three, twenty-four, twenty-five, twenty-six, twenty-seven and nineteen and one-half feet (19’ 6”) of the North side of Lot numbered twenty-eight, all of the G.H. Crossman’s Subdivision of City Block numbered 482 East, said ground has an aggregate front on the West-side of Grattan Street of one hundred and sixty-nine feet six inches (169’ 6”) and a depth of one hundred and thirty feet (130’) to an alley fifteen feet (15’) wide, and is bounded North by Lot numbered twenty-one, East by said Grattan Street, South by the remaining portion of said lot numbered twenty-eight and West by said alley.

The above described tract contains 31,743 square feet, more or less and is commonly known as and numbered 1109 Grattan Street.
Parcel ID 0482-03-02400

Parcel 4. A tract of land located in part of a lot in Block 483-E of the City of St. Louis, fronting 19 feet 5-1/2 inches on the West line of Grattan Street by a depth Westwardly of 127 feet 8 inches, more or less, to an alley, and abutting thereon 26 feet 11 inches. Bounded North by Hickory Street, commonly known as and numbered 1201-3 Grattan Street.
Parcel ID 0483-03-02100

Parcel 5. A part of a lot in Block 483-E of the City of St. Louis, fronting 22 feet 4 inches along the West line of Grattan Street, by a depth westwardly between parallel lines of 127 feet 7 inches to an alley; bounded North by a line extending from a point in the West line of Grattan Street, distant 19 feet 5 ½ inches South of the South line of Hickory Street, measured along Grattan Street, to a point in the East line of an alley, distant 26 feet 11 inches South of the South line of Hickory Street, measured along said alley, commonly known as and numbered 1205 Grattan Street.
Parcel ID 0483-03-02200

Parcel 6. A lot in Block 483-E of the City of St. Louis, fronting 19 feet 8 inches on lthe West line of Grattan Street, by a depth Westwardly of 127 feet 11 inches, more or less, to an alley, bounded North by a line 41 feet 9 ½ inches South of the South line of Hickory Street, measured along the West line of Grattan Street, and 49 feet 3 inches South of the South line of Hickory Street measured along the East line of said alley, commonly known as and numbered 1207 Grattan Street.
Parcel ID 0483-03-02300

Parcel 7. A parcel of ground in Block 483-E of the City of St. Louis, fronting 21 feet on the West line of Gratten by a depth West of 127 feet 11 inches to an alley, bounded on the North by a line 61 feet 5 ½ inches South of the South line of Hickory, commonly known as and numbered 1209 Grattan Street.
Parcel ID 0483-03-02400

Parcel 8. Part of lots 28, 29, and 30 of George H. Crossman’s Subdivision, and in Block 482-E of the City of St. Louis,

described as beginning at a point in the North line of Hickory Street, 37 feet 3 inches, more or less, West from the West line of Grattan Street; thence North through the center of a partition wall and its prolongation 69 feet 3 inches, more or less, to the South line of a private alley 4 feet wide; thence West along the South line of said private alley 18 feet 4-3/4 inches more or less; thence South through the center of a partition wall, and its prolongation 67 feet 8 inches, more or less, to the North line of Hickory Street; thence East along the North line of Hickory Street 18 feet 4-3/4 inches, more or less, to the point of beginning; bounded East by property now or formerly of Anton Ferris, and West by property now or formerly of Mary Adler, commonly known as and numbered 1605 Hickory Street.

Parcel ID 0482-03-02600

Parcel 9. Part of Lots 28, 29, and 30 of George H. Crossman's Subdivision, and in Block 482-E of the City of St. Louis, fronting 18 feet 4-3/4 inches, more or less, on the North line of Hickory Street by a depth Northwardly of 67 feet 8 inches, more or less, on its East line and 67 feet 6-1/4 inches, more or less, on its West line to a private alley 4 feet wide; bounded East by the centerline of a partition wall and its extension or by property now or formerly of Hoell, being a line 55 feet 7-3/4 inches, West of the West line of Grattan Street measured along the North line of Hickory Street and West by property now or formerly of the City of St. Louis, commonly known as and numbered 1607 Hickory Street.

Parcel ID 0482-03-02700

Parcel 10. Part of lots 28, 29, and 30 of George H. Crossman's Subdivision, and in Block 482-E, of the City of St. Louis, Missouri, fronting 36 feet 11 and one-half inches on the North line of Hickory Street by a depth Northwardly of 69 feet, more or less, to property now or formerly of Board of Education of the City of St. Louis; bounded east by a line 73 feet 9 and one-half inches, west of the West line of Grattan Street, measured along said North line of Hickory Street, commonly known as and numbered 1611 Hickory Street. **Parcel ID 0482-03-02800**

Parcel 11. A tract of land located in Part of Lots 28, 29 and 30 of George H. Crossman's Addition and in Block 482-E of the City of St. Louis, beginning at the intersection of the North line of Hickory Street with the East line of an alley 15 feet wide running North and South through said block, thence East along the North line of Hickory Street 18 feet 9 inches, more or less, to property now or formerly owned by the City of St. Louis, thence North along the West line of property now or formerly of the City of St. Louis and through the centerline of a partition wall to the South line of a former private alley 4 feet wide, thence West along the South line of said private alley 4 feet wide to the East line of the 15 foot wide alley firstly described herein, thence South along the East line of said alley to the point of beginning, commonly known as and numbered 1613 Hickory Street. **Parcel ID 0482-03-02900**

Approved: October 28, 2004

ORDINANCE #66448
Board Bill No. 48

An ordinance approving a Redevelopment Plan for the 4557 Chouteau Avenue Area ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, 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 April 27, 2004 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 exercise of eminent domain; finding that the property within the Area is unoccupied, 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, unsanitary 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 4557 Chouteau Avenue Area, "dated April 27, 2004, consisting of a Title Page, a Table of Contents Page, and fourteen (14) 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, 2000, 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 4557 Chouteau 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 April 27, 2004 ("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 unoccupied, 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) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction under this Agreement. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Mayor and the President of this Board; and
- (g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts let directly by Redeveloper.

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by minority group members who have at least fifty-one percent (51%) ownership. The minority group member(s) must have operational and management control, 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 2000, 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.

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 4557 CHOUTEAU AVENUE AREA
LEGAL DESCRIPTION**

C.B. 5233 CHOUTEAU
30 FT X 165 FT 5/8 IN/166 FT 8 1/4 IN
KINGSHIGHWAY TER ADDN
BLOCK 2 LOT 51

5233-00-0220
4557 Chouteau Avenue

**EXHIBIT "B"
Form 03/16/04**

BLIGHTING STUDY AND PLAN
FOR THE
4557 CHOUTEAU AVENUE AREA
PROJECT # 9687
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
April 27, 2004

MAYOR
FRANCIS G. SLAY

**BLIGHTING STUDY AND PLAN FOR
THE 4557 CHOUTEAU AVENUE AREA**

PAGE

A. EXISTING CONDITIONS AND FINDING OF BLIGHT 1

1. DELINEATION OF BOUNDARIES 1

2. GENERAL CONDITION OF THE AREA 1

3. PRESENT LAND USE OF THE AREA 1

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES 1

5. CURRENT ZONING 2

6. FINDING OF BLIGHT 2

B. PROPOSED DEVELOPMENT AND REGULATIONS 2

1. DEVELOPMENT OBJECTIVES 2

2. PROPOSED LAND USE OF THE AREA 2

3. PROPOSED ZONING 2

4. RELATIONSHIP TO LOCAL OBJECTIVES 2

5. PROPOSED EMPLOYMENT FOR THIS AREA 3

6. CIRCULATION 3

7. BUILDING AND SITE REGULATIONS 3

8. URBAN DESIGN 3

9. PARKING REGULATIONS 4

10. SIGN REGULATIONS 5

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS 5

12. PUBLIC IMPROVEMENTS 5

C. PROPOSED SCHEDULE OF DEVELOPMENT 5

D. EXECUTION OF PROJECT 5

1. ADMINISTRATION AND FINANCING 5

2. PROPERTY ACQUISITION 6

3. PROPERTY DISPOSITION 6

4. RELOCATION ASSISTANCE 6

E. COOPERATION OF THE CITY 6

F. TAX ABATEMENT 6

**G. COMPLIANCE WITH AFFIRMATIVE ACTION AND
NONDISCRIMINATION LAWS AND REGULATIONS 7**

1. LAND USE 7

2. CONSTRUCTION AND OPERATIONS 7

3. LAWS AND REGULATIONS 8

4. ENFORCEMENT 8

H. MODIFICATIONS OF THIS PLAN 8

I. DURATION OF REGULATION AND CONTROLS 8

J. EXHIBITS 9

K. SEVERABILITY 9

EXHIBITS

- "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 4557 Chouteau Avenue Area ("Area") encompasses approximately 0.11 acres in the Forest Park Southeast Neighborhood of the City of St. Louis ("City") and is located on the north side of Chouteau Avenue with S. Kingshighway Blvd. to the west and S. Taylor Avenue to the east.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises one parcel of City Block 5233. The Area is in poor condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate an 8.3% unemployment rate for the City as of December 2003. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include one unoccupied two family residence.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

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

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

5. CURRENT ZONING

The Area is zoned "D" MultiFamily Dwelling District pursuant to the Zoning Code of the City, which is incorporated in this Plan by reference.

6. FINDING OF BLIGHT

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

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

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

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are residential uses permitted in Areas designated "B" Two Family Dwelling District by the City of St. Louis Zoning Code. Redevelopers authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper") shall be permitted to use said property only for the above proposed uses.

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

3. PROPOSED ZONING

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

4. RELATIONSHIP TO LOCAL OBJECTIVES

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

5. PROPOSED EMPLOYMENT FOR THIS AREA

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

6. CIRCULATION

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

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

7. BUILDING AND SITE REGULATIONS

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

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

8. URBAN DESIGN

a. Urban Design Objectives

The property shall be developed so it is an 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.

d. Fencing

Fencing in the front yards and facing side streets shall be limited to ornamental metal with a black matte finish. Fencing behind the building line and not facing a street may be chain link with a black matte finish, or a good quality, privacy fence provided it is not wood stockade style.

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 or otherwise.

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to a Redeveloper who shall agree to develop such property in accordance with this Plan and the contract between such Redeveloper and the LCRA. 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. (2000) as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

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

E. COOPERATION OF THE CITY

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

F. TAX ABATEMENT

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 4557 CHOUTEAU AVENUE AREA
LEGAL DESCRIPTION**

C.B. 5233 CHOUTEAU
30 FT X 165 FT 5/8 IN/166 FT 8 1/4 IN
KINGSHIGHWAY TER ADDN
BLOCK 2 LOT 51

5233-00-0220
4557 Chouteau 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 #60275 which is codified at Chapter 3.09 of the Revised Ordinances of the City of St. Louis.

Approved: November 5, 2004

ORDINANCE #66449
Board Bill No. 93

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel in a 20 foot east/west alley in City Block 1143 as bounded by Palm, 13th, Hebert and 14th 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:

At tract of land being a 20 foot wide east/west alley in City Block 1143 of the City of St. Louis, State of Missouri, and being more particularly described as follows:

Commencing at the intersection of the southerly line of Palm Street, 60 feet wide with the westerly line of North Thirteenth Street, 60 feet wide, being the northeastern corner of said City Block 1143; thence along said westerly line, South 12 degrees 21 minutes 42 seconds West, 143.58 feet to the northerly line of the herein described east/west and the true point of beginning; thence continuing along said westerly line, South 12 degrees 21 minutes 42 seconds West, 20.00 feet to the southerly line of said East/West alley; thence along said southerly line, North 77 degrees 35 minutes 37 seconds West, 253.04 feet to the easterly line of North Fourteenth Street, 60 feet wide; thence along said easterly line, North 13 degrees 13 minutes 47 seconds East 20.00 feet to the northerly line of said East/West alley; thence along said northerly line, South 77 degrees 35 minutes 37 seconds East 253.09 feet to the true point of beginning

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: Edison St. Louis, LLC and Russell C. Girand plan to use vacated area for landscaping to benefit the Confluence Academy Charter School.

SECTION THREE: All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated alley, 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 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 one year (365 days) 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: November 5, 2004

**ORDINANCE #66450
Board Bill No. 180**

An ordinance approving a redevelopment plan for the 1819 Allen Avenue Area ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, 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 Blighting Study and Plan dated June 22, 2004 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 redevelopment of the Area which affords maximum opportunity for redevelopment of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain; finding that the property within the Area is unoccupied, but if it should become occupied the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available ten (10) year real estate tax abatement; and pledging cooperation of the St. Louis Board of Aldermen ("Board") 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 redevelopment 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 Board, titled "Blighting Study and Plan for the 1819 Allen Avenue Area," dated June 22, 2004; consisting of a Title Page, a Table of Contents Page, and thirteen (13) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

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

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

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

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

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

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

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

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

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

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

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

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as the 1819 Allen Avenue Area ("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 June 22, 2004 ("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 unoccupied. If it should become occupied, all eligible occupants displaced by the Redeveloper ("Redeveloper" being defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

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

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

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

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

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

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business 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 MBE's and WBE's established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997.
- (e) To comply with the requirements of Ordinance No. 60275 of the City;
- (f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women contractors, subcontractors and material supplier participation in the construction pursuant to the Plan. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Contracts Administration Manager of the City 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 percent (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. The Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri, 2000, as amended, upon application 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:

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 this Board 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 1819 ALLEN AVENUE REDEVELOPMENT AREA
LEGAL DESCRIPTION**

CB 1332 Allen 25 ft. by 142 ft., Allen & Lafayette Pk. Add'n., lot e 26. (1332-00-00220)

**EXHIBIT "B"
Form: 6/8/04**

BLIGHTING STUDY AND PLAN
FOR
THE 1819 ALLEN AVENUE AREA
PROJECT #9728
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
JUNE 22, 2004

MAYOR
FRANCIS G. SLAY

**BLIGHTING STUDY AND PLAN FOR
THE 1819 ALLEN AVENUE AREA**

PAGE

A.	EXISTING CONDITIONS AND FINDING OF BLIGHT	1
1.	DELINEATION OF BOUNDARIES	1
2.	GENERAL CONDITION OF THE AREA	1
3.	PRESENT LAND USE OF THE AREA	1
4.	PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES	1
5.	CURRENT ZONING	2
6.	FINDING OF BLIGHT	2
B.	PROPOSED DEVELOPMENT AND REGULATIONS	
1.	DEVELOPMENT OBJECTIVES	2
2.	PROPOSED LAND USE OF THE AREA	2
3.	PROPOSED ZONING	2
4.	RELATIONSHIP TO LOCAL OBJECTIVES	2
5.	PROPOSED EMPLOYMENT FOR THIS AREA	3
6.	CIRCULATION	3
7.	BUILDING AND SITE REGULATIONS	3
8.	URBAN DESIGN	3
9.	PARKING REGULATIONS	4
10.	SIGN REGULATIONS	4
11.	BUILDING, CONDITIONAL USE AND SIGN PERMITS	4
12.	PUBLIC IMPROVEMENTS	5
C.	PROPOSED SCHEDULE OF DEVELOPMENT	5
D.	EXECUTION OF PROJECT	5
1.	ADMINISTRATION AND FINANCING	5
2.	PROPERTY ACQUISITION	5
3.	PROPERTY DISPOSITION	5
4.	RELOCATION ASSISTANCE	6

E. COOPERATION OF THE CITY 6

F. TAX ABATEMENT 6

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS 7

 1. LAND USE 7

 2. CONSTRUCTION AND OPERATIONS 7

 3. LAWS AND REGULATIONS 7

 4. ENFORCEMENT 7

H. MODIFICATIONS OF THIS PLAN 7

I. DURATION OF REGULATIONS AND CONTROLS 8

J. EXHIBITS 8

K. SEVERABILITY 8

EXHIBITS

- "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 1819 Allen Avenue Redevelopment Area ("Area") consists of one two-family building on land totaling approximately .08 acre in the McKinley Heights Neighborhood of the City of St. Louis ("City"). The property is in the block bounded by 18th Street on the east, Mississippi Avenue on the west, Geyer Avenue on the north and Allen Avenue on the south.

The legal description for 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 part of City Block 1332 and 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 8.3 % unemployment rate for the City as of December, 2003. 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 an unoccupied two-family building in fair condition.

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 residential. Residential density for the surrounding neighborhood is approximately 11.68 persons per acre.

5. CURRENT ZONING

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

6. FINDING OF BLIGHT

The property within the Area is unoccupied and in 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 rehabilitation of this property for residential use.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are residential uses permitted in Areas designated "C" Multiple-Family Dwelling 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 not be permitted to use said property for any use not allowed in the "C" Multiple-Family Dwelling District. Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area.

3. PROPOSED ZONING

The zoning for the Area can remain "C" Multiple-Family Dwelling District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

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

5. PROPOSED EMPLOYMENT FOR THIS AREA

No permanent new jobs will be created if the Area is developed in accordance with this Plan.

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.

8. URBAN DESIGN

a. **Urban Design Objectives**

The property shall be rehabilitated so it is an attractive residential structure within the surrounding neighborhood.

b. Urban Design Regulations

Rehabilitation of the existing structure shall respect the original exterior in terms of design and materials. Window and door shapes and detailing shall be compatible with the original design of the building.

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, non-scrub trees shall be retained.

d. Fencing

Fencing in the front yards shall be limited to ornamental metal, up to 42" in height, with a black matte finish. Fencing behind the building line may be chain link with a black matte finish, or a good quality, wood privacy fence up to 6' in height provided it is not stockade style. An evergreen hedge is required between a wood privacy fence and the sidewalk when the fence is along a side street.

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.

When 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. (2000) as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

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

E. COOPERATION OF THE CITY

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

F. TAX ABATEMENT

A Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 9.715, Revised Statutes of Missouri 2000, as amended, upon application 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 REGULATIONS1. 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 1819 ALLEN AVENUE REDEVELOPMENT AREA
LEGAL DESCRIPTION**

CB 1332 Allen 25 ft. by 142 ft., Allen & Lafayette Pk. Add'n., lot e 26. (1332-00-00220)

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 Redeveloper shall contractually require its contractors and subcontractors to comply with such laws.

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

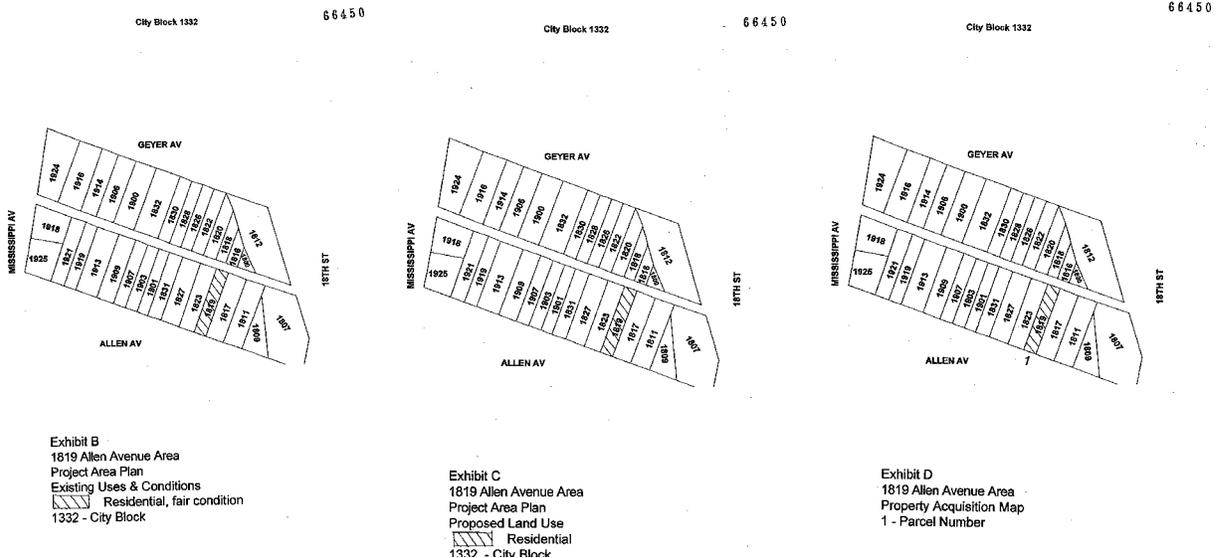
The Redeveloper shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

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

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

Approved: November 5, 2004

ORDINANCE NO. 66450 - EXHIBITS B, C & D



ORDINANCE #66451
Board Bill No. 201

An ordinance approving a redevelopment plan for the 4524 Page Ave. Area ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, 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 Blighting Study and Plan dated June 22, 2004 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 redevelopment of the Area which affords maximum opportunity for redevelopment of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain or; finding that the property within the Area is unoccupied, but if it should become occupied by the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available ten (10) year real estate tax abatement; and pledging cooperation of the St. Louis Board of Aldermen ("Board") 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 redevelopment 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 Board, titled "Blighting Study and Plan for 4524 Page Ave. Redevelopment Area," dated June 22, 2004; consisting of a Title Page, a Table of Contents Page, and fourteen (14) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

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

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

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

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

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

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

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

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

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

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

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

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as the 4524 Page Ave. Area ("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 June 22, 2004 ("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 unoccupied. If it should become occupied, all eligible occupants displaced by the Redeveloper ("Redeveloper" being defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

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

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

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

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

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

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

(f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women contractors, subcontractors and material supplier participation in the construction pursuant to the Plan. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Contracts Administration Manager of the City 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 percent (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. The Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri, 2000, as amended, upon application as provided therein. Such real estate tax abatement shall not include taxes collected for 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 taxes collected for 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:

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 this Board 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 4524 PAGE BLVD. AREA
LEGAL DESCRIPTION

C. B. 4553 N. PAGE
28 FT 6 IN X 165 FT
BRYANS 2ND ADDN
LOT W-5 E-6

EXHIBIT "B"
Form: 06/22/04

BLIGHTING STUDY AND PLAN
FOR THE
4524 PAGE AVE. AREA
PROJECT # 9731
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
June 22, 2004

MAYOR
FRANCIS G. SLAY

BLIGHTING STUDY AND PLAN FOR
4524 PAGE AVE. AREA

	<u>PAGE</u>
A. EXISTING CONDITIONS AND FINDING OF BLIGHT	1
1. DELINEATION OF BOUNDARIES	1
2. GENERAL CONDITION OF THE AREA	1
3. PRESENT LAND USE OF THE AREA	1
4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES	2
5. CURRENT ZONING	2
6. FINDING OF BLIGHT	2
B. PROPOSED DEVELOPMENT AND REGULATIONS	2
1. DEVELOPMENT OBJECTIVES	2
2. PROPOSED LAND USE OF THE AREA	2
3. PROPOSED ZONING	3
4. RELATIONSHIP TO LOCAL OBJECTIVES	3
5. PROPOSED EMPLOYMENT FOR THIS AREA	3
6. CIRCULATION	3
7. BUILDING AND SITE REGULATIONS	3
8. URBAN DESIGN	4
9. PARKING REGULATIONS	5
10. SIGN REGULATIONS	5
11. BUILDING, CONDITIONAL USE AND SIGN PERMITS	5
12. PUBLIC IMPROVEMENTS	5
C. PROPOSED SCHEDULE OF DEVELOPMENT	6
D. EXECUTION OF PROJECT	6
1. ADMINISTRATION AND FINANCING	6
2. PROPERTY ACQUISITION	6
3. PROPERTY DISPOSITION	6
4. RELOCATION ASSISTANCE	7
E. COOPERATION OF THE CITY	7
F. TAX ABATEMENT	7
G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS	7

1. LAND USE 7
 2. CONSTRUCTION AND OPERATIONS 7
 3. LAWS AND REGULATIONS 8
 4. ENFORCEMENT 8
H. MODIFICATIONS OF THIS PLAN 8
I. DURATION OF REGULATION AND CONTROLS 8
J. EXHIBITS 9
K. SEVERABILITY 9

EXHIBITS

- "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 4524 Page Ave. Area ("Area") encompasses approximately 0.11 acres in the Lewis Place Neighborhood of the City of St. Louis ("City") and is located between N. Taylor Ave. and W. Euclid Ave. on the south side of Page Ave.

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 4553.05. The Area is in poor condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate a 8.3% unemployment rate for the City as of December, 2003. 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 residential.

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 18.95 persons per acre.

5. CURRENT ZONING

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

6. FINDING OF BLIGHT

The property within the Area is unoccupied and in poor condition (as defined in Section A(2) above). The existence of deteriorated property constitutes both an economic liability to the City 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, 2000, as amended, (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 residential uses permitted in Areas designated "C" Multiple-Family Dwelling District by the City of St. Louis Zoning Code. Redevelopers authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper") shall be permitted to use said property only for the above proposed uses.

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

3. PROPOSED ZONING

The zoning for the Area can remain "C" Multiple-Family Dwelling District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

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

5. PROPOSED EMPLOYMENT FOR THIS AREA

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

6. CIRCULATION

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

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

7. BUILDING AND SITE REGULATIONS

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

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

8. URBAN DESIGN

a. Urban Design Objectives

The property shall be developed so it is an 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.

d. Fencing

Fencing in the front yards shall be limited to ornamental metal with a black matte finish. Fencing behind the building line and not facing a street may be chain link with a black matte finish, or a good quality, privacy fence provided it is not wood stockade style. Fencing facing a side street shall be ornamental metal or a good quality board fence up to six (6) feet in height provided landscaping is provided between the fence and the sidewalk.

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.

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. (2000) as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

The property within the Area is currently unoccupied. 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, 2000, as amended, upon application as provided therein. Such real estate tax abatement shall not include taxes collected for 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 taxes collected for 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:

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 twenty-five (25) 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 twenty-five (25) 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 REGULATIONS1. 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 4524 PAGE BLVD. AREA
LEGAL DESCRIPTION**

C. B. 4553 N. PAGE
28 FT 6 IN X 165 FT
BRYANS 2ND ADDN
LOT W-5 E-6

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 #60275 which is codified at Chapter 3.09 of the Revised Ordinances of the City of St. Louis.

Approved: November 5, 2004

ORDINANCE NO. 66451 - EXHIBITS B, C & D

