

**ORDINANCE #67141  
Board Bill No. 54**

An ordinance approving a Redevelopment Plan for the 4171 Connecticut Street 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 4, 2006 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, 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 five (5) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

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

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

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

**WHEREAS**, the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for the 4171 Connecticut Street Area," dated April 4, 2006, 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:**

2       **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 4171 Connecticut Street 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 4, 2006 ("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 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 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** 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 five (5) 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 five (5) 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 five (5) 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 five (5) 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 five (5) 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 five (5) 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 4171 CONNECTICUT STREET REDEVELOPMENT AREA  
LEGAL DESCRIPTION**

C.B. 4163 CONNECTICUT 35 FT. 1 IN. X 124 FT. 2 IN., OAK HILL IMP. CO. ADD'N., LOT 15 SEE 4163 00 03906 (41630003900)

**EXHIBIT "B"**  
**Form: 3/ 21/06**

BLIGHTING STUDY AND PLAN  
FOR  
**THE 4171 CONNECTICUT STREET AREA**  
PROJECT #9996  
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
OF THE CITY OF ST. LOUIS  
APRIL 4, 2006

MAYOR  
FRANCIS G. SLAY

**BLIGHTING STUDY AND PLAN FOR  
THE 4171 CONNECTICUT STREET AREA**

	<u>PAGE</u>
<b>A. EXISTING CONDITIONS AND FINDING OF BLIGHT</b> .....	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>B. PROPOSED DEVELOPMENT AND REGULATIONS</b>	
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 .....	4
<b>C. PROPOSED SCHEDULE OF DEVELOPMENT</b> .....	5
<b>D. EXECUTION OF PROJECT</b> .....	5
1. ADMINISTRATION AND FINANCING .....	5
2. PROPERTY ACQUISITION .....	5
3. PROPERTY DISPOSITION .....	5
4. RELOCATION ASSISTANCE .....	6
<b>E. COOPERATION OF THE CITY</b> .....	6
<b>F. TAX ABATEMENT</b> .....	6
<b>G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS</b> .....	7
1. LAND USE .....	7
2. CONSTRUCTION AND OPERATIONS .....	7
3. LAWS AND REGULATIONS .....	7
4. ENFORCEMENT .....	7
<b>H. MODIFICATIONS OF THIS PLAN</b> .....	8
<b>I. DURATION OF REGULATIONS AND CONTROLS</b> .....	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 4171 Connecticut Street Redevelopment Area (“Area”) consists of one unoccupied split-use building on land totaling approximately .09 acre in the Tower Grove South Neighborhood of the City of St. Louis (“City”). The property is in the block bounded by Oak Hill Avenue on the east, Bent Avenue on the west, Juniata Street on the north and Connecticut Street 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 4163 and 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 November, 2005. 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 split-use/residential building in poor 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 15.48 persons per acre.

5. CURRENT ZONING

The Area is zoned “A” Single-Family Dwelling District pursuant to the Zoning Code of the City, which is incorporated in this Plan by reference.

6. FINDING OF BLIGHT

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

**B. PROPOSED DEVELOPMENT AND REGULATIONS**1. DEVELOPMENT OBJECTIVES

The primary objective of this Plan is to facilitate the 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 "A" Single-Family Dwelling District by the City of St. Louis Zoning Code. Redevelopers contracting with the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper") shall not be permitted to use said property for any use not allowed in the "A" Single-Family Dwelling District. Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The 2005 Strategic Land Use Plan designates it as a Neighborhood Preservation Area.

3. PROPOSED ZONING

The zoning for the Area can remain "A" Single-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 2005 Strategic Land Use Plan of the City of St. Louis. 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 yard 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 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 five (5) 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 five (5) 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 five (5) 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 five (5) 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 five (5) 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 five (5) 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 4171 CONNECTICUT STREET REDEVELOPMENT AREA  
LEGAL DESCRIPTION**

C.B. 4163 CONNECTICUT 35 FT. 1 IN. X 124 FT. 2 IN., OAK HILL IMP. CO. ADD'N., LOT 15 SEE 4163 00 03906 (41630003900)

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.

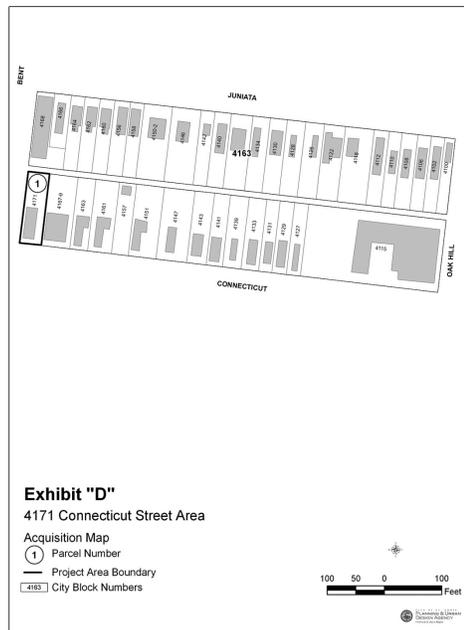
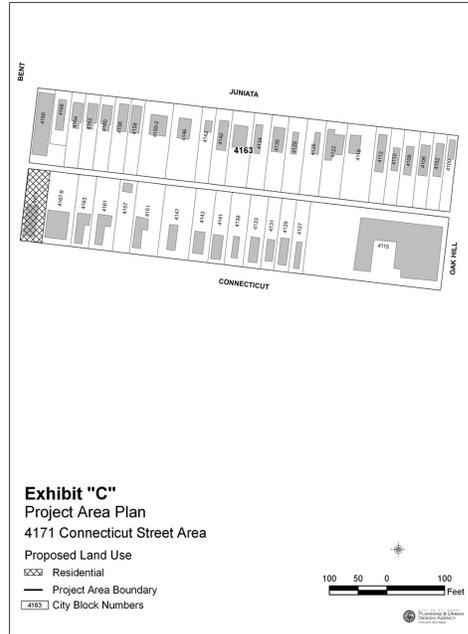
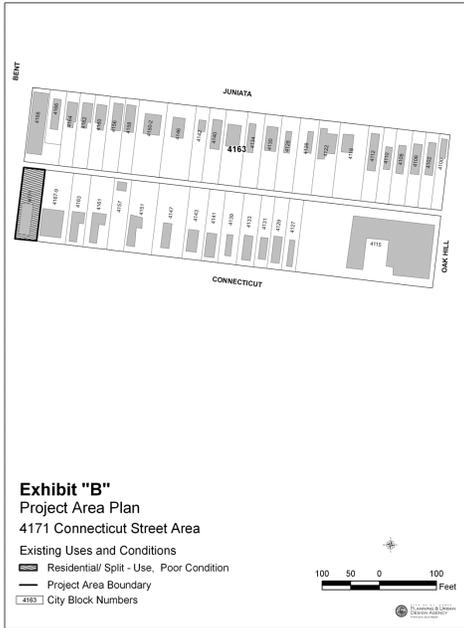
The Redeveloper agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Redeveloper, its successors or assigns upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation 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: June 13, 2006

ORDINANCE NO. 67141 - EXHIBITS B, C & D



**ORDINANCE #67142**  
**Board Bill No. 55**

An ordinance approving an amendment to the Redevelopment Plan for the 3905 Utah Street & 3801 Wyoming Street Area ("Area") after affirming that the Area blighted by ordinance 65462 as described in Exhibit "A" attached hereto and incorporated by reference is a blighted area as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive), affirming that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the amendment to the Plan dated January 22, 2002 for the Area ("2002 Plan"), and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and exercise their respective powers in a manner consistent with the amendment to the 2002 Plan.

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

**WHEREAS**, by ordinance 65462 this Board found the property located in the 3905 Utah Street & 3801 Wyoming Street Area to be a "blighted area" as defined in Section 99.320 (3) of the statute and said property remains blighted; and

**WHEREAS**, by ordinance 65462 this Board also approved a Redevelopment Plan for the Area dated January 22, 2002; and

**WHEREAS**, it is desirable and in the public interest to approve an amendment to the Redevelopment Plan approved by ordinance 65462 by extending the period of tax abatement for 3905 Utah Street; and

**WHEREAS**, the LCRA has recommended such an amendment to the 2002 Plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board") dated February 21, 2006 and incorporated herein as Exhibit "B" (Amendment to the 2002 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 amendment to the 2002 Plan; and

**WHEREAS**, it is desirable and in the public interest that a public body, the LCRA, undertake and administer the Amendment to the 2002 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 Amendment to the 2002 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 Amendment to the 2002 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 Amendment to the 2002 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 related 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 Amendment to the 2002 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 Amendment to the 2002 Plan.

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

**SECTION ONE.** The finding of the Board of Aldermen, by St. Louis ordinance 65462, that certain property described therein (and described herein as Exhibit "A" attached hereto and incorporated herein) is a blighted area, as defined in Section 99.320 (3) of the revised statutes of Missouri, 2000, as amended (the "Statute" being Section 99.300 to 99.715 inclusive, as amended) is hereby confirmed.

**SECTION TWO.** The redevelopment of the Area as described in Exhibit "A" as provided by the statute, is necessary and in the public interest and is in the interest of the public health, safety, morals and general welfare of the people of the City of St. Louis ("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 Amendment to the 2002 Blighting Study and Plan for the Area, dated February 21, 2006 and incorporated herein as Exhibit "B" having been duly reviewed and considered, is hereby approved and incorporated by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Amendment the 2002 Plan with the minutes of this meeting.

**SECTION FIVE.** The Amendment to the 2002 Plan for the Area is feasible and conforms to the general plan for the City.

**SECTION SIX.** In order to implement and facilitate the effectuation of the Amendment to the 2002 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 Amendment to the 2002 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 Amendment to the 2002 Plan; and
- (c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Amendment to the 2002 Plan.

**SECTION SEVEN.** 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 3905 UTAH STREET & 3801 WYOMING STREET REDEVELOPMENT AREA LEGAL DESCRIPTION**

1. C.B. 4148 UTAH 120 FT X 124 FT 3 7/8 IN OAK HILL IMP COS ADDN. OT 1-2-E-3 (414800250)
2. C.B. 4113 WYOMING 36 FT X 11 1/2 IN X 127 FT 6 IN TOWER GROVE HTS AMD ADDN LOT 116. (41130002902)

#### **EXHIBIT "B"**

#### **AMENDMENT TO THE 2002 PLAN 3905 UTAH STREET & 3801 WYOMING STREET AREA DATED FEBRUARY 21, 2006**

#### **Section F**

**Language pertaining to real estate tax abatement shall be retained in its entirety with the following additional paragraphs pertaining to 3905 Utah Street:**

If 3905 Utah Street in the Amended 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.

For the ensuing period of up to five (5) years following the original period stated above, any such corporation shall pay taxes and payments in lieu of taxes as provided above in an amount based upon fifty percent (50%) of the normal assessment of land and improvements. Thereafter any such corporation shall pay the full amount of taxes.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall

be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said fifteen (15) 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 fifteen (15) years after the redevelopment corporation shall have acquired title to the property.

**Approved: June 13, 2006**

**ORDINANCE #67143**  
**Board Bill No. 51**

An ordinance recommended by the Board of Estimate and Apportionment authorizing and directing the Mayor, the Comptroller and any other appropriate officials on behalf of the City of St. Louis, Missouri (the City) to enter into a Offer to Purchase Real Property and Acceptance and Lease for Real Property with the United States of America (GSA) acceptable to the parties herein authorized relating to the a building at 1520 Market Streets, St. Louis, MO 63103 (Abram Building); authorizing and directing the Mayor, the Comptroller and any other appropriate officials on behalf of the City to enter a Lease for Parking Lots for ninety-nine (99) years for surface parking lots currently leased—the first comprised of approximately 31,760 square feet to the west of a building at Tucker Blvd. and Spruce St., St. Louis, MO 63103 (RAY Building) and the second comprised of approximately 97,632 square feet to the south of the RAY Building—and repealing Ordinance Nos. 61979 and 65511, which authorized the current leases; appropriating the sum of Three Million and Fifty Thousand Dollars (\$3,050,000.00) from the City’s General Fund, Fund Balance; directing, notwithstanding Ordinance 60419, that the proceeds from the sale of 634 North Grand be deposited in the City’s General Fund, Fund Balance to replace the above appropriation; authorizing and directing the Mayor, the Comptroller and any other appropriate officials on behalf of the City to execute and deliver documents and instruments related thereto; authorizing the taking of other actions and the approval and execution of other documents as necessary or desirable to carry out and comply with the intent hereof; and containing an emergency clause.

**WHEREAS**, the United States of America (“GSA”) holds title to the Abram Building currently occupied by the United States Department of Agriculture (“USDA”) and valued at Seven Million Five Hundred Thousand Dollars (\$7,500,000.00); and

**WHEREAS**, the City desires to acquire the Abram Building and has made a down payment in the required amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) and which will be a credit to the City’s purchase price; and

**WHEREAS**, the USDA will relocate within the next twenty-four (24) months and requires a leaseback of the Abram Building of up to twenty-four (24) months for which rent will be paid in the form of a base rent and for operations annually in the amount of Three Million Two Hundred Thirteen Thousand and Four Dollars and Ninety-Six Cents (\$3,213,004.96) and will credit the City’s purchase price in the amount of One Million Dollars (\$1,000,000.00); and

**WHEREAS**, the City owns two (2) surface parking lots, one currently leased to the GSA for a term of twenty (20) years pursuant to Ordinance 61979 and the other currently leased to the GSA and intended to be the property of GSA under Ordinance 65511 which the GSA will credit the City’s purchase price for a new Lease for Parking Lots for ninety-nine (99) years in the amount of Two Million Seven Hundred Thousand Dollars (\$2,700,000.00); and

**WHEREAS**, the Board of Aldermen has determined that it is in the best interest of the City to acquire the Abram Building and to offset the purchase price with said rent paid and the extension of the surface parking lot leases and to appropriate the sum of Three Million and Fifty Thousand Dollars (\$3,050,000.00) from the City’s General Fund, Fund Balance; and

**WHEREAS**, the Board of Aldermen recognizes that the City will obtain a minimum of Three Million Two Hundred Thousand Dollars (\$3,200,000.00) Million Dollars from the sale of 634 North Grand Ave., St. Louis, MO 63103 and directs that the moneys derived from the sale replace the moneys appropriated from the City’s General Fund, Fund Balance.

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

**Section One. Findings and Determinations.** The findings, determinations, and declarations set forth in the preambles hereto are incorporated herein by this reference.

**Section Two. Authority and Direction to Enter Into Purchase.** The Board of Aldermen hereby authorizes and directs the Mayor, the Comptroller and any other appropriate officials on behalf of the City to enter into the Offer To Purchase Real Property And Acceptance, substantially in the form attached hereto and incorporated by reference herein as Exhibit 1.

**Section Three. Authority and Direction to Enter Into Leaseback.** The Board of Aldermen hereby authorizes and directs the Mayor, the Comptroller and any other appropriate officials on behalf of the City to enter into the Lease For Real Property, substantially in the form attached hereto and incorporated by reference herein as Exhibit 2.

**Section Four. Authority and Direction to Enter Into Lease for Parking Lots.** Ordinance Nos. 61979 and 65511 are hereby repealed and the Board of Aldermen hereby authorizes and directs the Mayor, the Comptroller and any other appropriate officials behalf of the City to enter into the Lease for Parking Lots for ninety-nine (99) years, substantially in the form attached hereto and incorporated by reference herein as Exhibit 3.

**Section Five. Ratification of Actions.** The City hereby approves and ratifies any and all actions heretofore taken by

officials of the City in furtherance of this transaction authorized herein.

**Section Six. Further Authority.** The Mayor, the Comptroller and other appropriate officials, agents and employees of the City are hereby authorized to take such further actions and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect thereto. The officers, agents and employees of the Corporation are hereby authorized to take such further actions and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the Corporation with respect thereto.

**Section Seven. Appropriation and Sale of Proceeds of 634 North Grand.** There is hereby appropriated from the City's General Fund, Fund Balance the sum of Three Million and Fifty Thousand Dollars (\$3,050,000.00) for the purpose of purchasing the Abram Building. Notwithstanding Ordinance No. 60419, the Comptroller is directed at the time of the sale of 634 North Grand to deposit the amount of funds received to replace the funds appropriated for this transaction from the City's General Fund, Fund Balance.

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

\_\_\_\_\_  
Clerk, Board of Aldermen

\_\_\_\_\_  
President, Board of Aldermen

Approved:      Date: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Truly Engrossed and Enrolled

**EXHIBIT 1**

**The data in this proposed offer to purchase shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided, that if a contract is as a result of or in connection with the submission of these data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the contract. This restriction does not limit the Government's right to use information contained in the data if it is obtainable from another source without restriction.**

**OFFER TO PURCHASE REAL PROPERTY AND ACCEPTANCE**

by authority under 40 U.S.C.S. 545(b)(8)

L. Douglas Abram Federal Building  
1520 Market Street  
St. Louis, Missouri 63103

Subject To The Terms And Conditions  
Of Sale No. 7-G-MO-0636

The City of St. Louis, St. Louis, Missouri, hereinafter referred to sometimes as the "Purchaser" or "Grantee," hereby offers, subject to required ordinance authority to be obtained no later than June 30, 2006, to purchase from the United States of America, hereinafter referred to sometimes as the "United States", "Government" or "Grantor" acting through the Administrator of General Services, the property located at 1520 Market Street, St. Louis, Missouri 63103 for consideration as follows:

A. The purchase price of \$7,500,000. A minimum earnest money deposit of ten percent (10%), \$750,000, is attached in the form of a cashier's check payable to General Services Administration and herewith submitted, and

B. The conveyance to the Government of a leasehold interest in other real property controlled by the Purchaser and more fully described in that certain lease referred to as the 1520 Market Lease and attached hereto and made a part hereof as Exhibit A, which leasehold interest in other real property offered as consideration herein represents the shell leasehold estate for nine months as more particularly described in the 1520 Market Lease and valued at One Million (\$1,000,000.00) and 00/100 Dollars, which amount is credited toward the purchase price described in paragraph A above. The Purchaser hereby agrees to lease the 1520 Market Lease to the Government under and pursuant to the terms set forth therein, and the Purchaser hereby accepts and acknowledges that One Million (\$1,000,000.00) and 00/100 Dollars has been paid in full.

C. The conveyance to the Government of leasehold interests in other real property controlled by the Purchaser, which property is more particularly described in Exhibits B and C, attached hereto and made a part hereof, upon terms satisfactory to the Government and documented in two lease agreements for terms of ninety-nine (99) years each, both from the Purchaser to the Government for property identified as Parking Lot A, comprised of approximately 31,760 square feet

on the west side of the Robert A. Young Federal Building, and the other identified as Parking Lot B, comprised of approximately 97,632 square feet on the south side of the Robert A. Young Federal Building. The leasehold estates are valued in total at Two Million Seven Hundred Thousand (\$2,700,000.00) and 00/100 Dollars, which amount is credited toward the purchase price described in paragraph A above. The Purchaser hereby agrees to lease the property described above to the Government for ninety-nine (99) years for the rental price of Two Million Seven Hundred Thousand (\$2,700,000.00) and 00/100 Dollars, which price the Purchaser hereby accepts and acknowledges as paid in full, under and pursuant to the other terms agreed upon and satisfactory to the Government, which terms shall be agreed upon within the time period set forth in the General Terms of Sale for payment of the balance of the purchase price.

D. The Purchaser shall be required to effectuate a wire transfer to the Department of Treasury of the funds due at the sale closing in the amount of Three Million Fifty Thousand (\$3,050,000.00) and 00/100 Dollars.

This Offer to Purchase is subject to all of the terms and conditions set forth in the attached Terms and Conditions of Sale No. 7-G-MO-0636 which contains a further description of the said property.

Purchaser: City of St. Louis, St. Louis County, Missouri

By: Darlene Green Comptroller  
Printed Name Title

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

The United States of America hereby accepts this offer acting through the Administrator of General Services this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

Signature: \_\_\_\_\_

CERTIFICATE OF PURCHASE

I, Parrie May certify that I am the Register (Title of official officer other than that signing as Purchaser) of the City of St. Louis named as purchaser herein; that Darlene Green, who signed this Offer on behalf of the purchaser was then Comptroller (Title) of said City of St. Louis; that said Offer to Purchase was duly signed for and on behalf of said City of St. Louis by authority of its governing body and is within the scope of authority of City of St. Louis.

(Seal) \_\_\_\_\_  
Signature of Certifying Official

CERTIFICATE OF GRANTEE'S ATTORNEY

I, Thomas J. Ray, acting as Attorney for the Comptroller of the City of St. Louis, herein referred to as "Purchaser" do hereby certify: That I have examined the foregoing Offer to Purchase and the proceedings taken by the Purchaser relating thereto, and find that the execution thereof by the Purchaser has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Missouri, and further that, in my opinion, the Offer to Purchase constitutes a legal and binding compliance obligation of the Purchaser in accordance with the terms thereof, subject to required ordinance authority.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature: \_\_\_\_\_

GENERAL SERVICES ADMINISTRATION  
REAL PROPERTY DISPOSAL DIVISION (7PR)  
819 TAYLOR STREET, ROOM 11A09  
FORT WORTH, TEXAS 76102

TERMS AND CONDITIONS OF SALE NO. 7-G-MO-0636  
as authorized under 40 U.S.C.S. 545(b)(8)

I. Location: The L. Douglas Abram Federal Building, 1520 Market Street, St. Louis, Missouri 63103

II. The Offering:

A. Legal Description of the Land:

Ulricis 1<sup>st</sup> Addition - Whole Block in the City of St. Louis, Missouri, bounded on the North by Market Street, on the East by Fifteen Street, on the South by Walnut Street, and on the West by Sixteenth Street, containing a total area of 108,054 square feet more or less with appurtenances thereto.

B. Description of Improvements:

Constructed in 1961, this 6-level, poured concrete office building contains approximately 471,024 gross square feet in 4 above-ground stories along with basement, sub-basement, and penthouse. There are approximately 116 basement parking spaces, 4 passenger and 1 freight elevator.

C. Continued Occupancy:

This Property is occupied by the U.S. Department of Agriculture (USDA) and will require tenancy of the property by USDA for a two-year term. This sale is subject to the terms of the 1520 Market Lease (the "Lease") Exhibit "A", described in this Offer to Purchase which is hereby incorporated by reference herein and made a part hereof.

Personal Property:

sale. All personal property on the subject sale property site is owned by the Government and is expressly excluded from this

III. Special Covenants, Restrictions, and Agreements:

Grantee covenants for itself, assigns and every successor in interest to the property herein described or any part thereof that it shall abide by each of the following **covenants**, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the following covenants in any court of competent jurisdiction; provided, however, the United States shall have no affirmative duty to any successor in title to this conveyance to enforce any of the following covenants herein agreed:

**NOTICE Regarding Hazardous Substance Activity.** Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. § 9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

A. **CERCLA Covenant Grantor** warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

1. This covenant shall not apply:
  - a) in any case in which **Grantee**, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR**
  - b) to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the **Grantee**, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
    - (1) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; **OR**
    - (2) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
    - (3) in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).
2. In the event **Grantee**, its successor(s) or assign(s), seeks to have **Grantor** conduct or pay for any additional response action, and, as a condition precedent to **Grantor** incurring any additional cleanup obligation or related expenses, the **Grantee**, its successor(s) or assign(s), shall provide **Grantor** at

least 45 days written notice of such a claim and provide credible evidence that:

- a) the associated contamination existed prior to the date of this conveyance; and
- b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **Grantee**, its successor(s) or assign(s), or any party in possession.

B. **ACCESS.** **Grantor** reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the no-cost right of access to the Property as well as the use of available utilities at reasonable cost to **Grantor**. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

The preceding described easement is hereinafter referred to as the "Response Action Access Easement."

C. Non-Interference with Response Action.

Grantee, its successors and assigns and every successor in interest to the Property, or part thereof, while in possession of the Property, shall not disrupt or prevent the United States of America, its officers, employees, agents, contractors, and subcontractors, and any other authorized party or entity from proper use of the Response Action Access Easement as provided in Subsection B, above.

D. Excess Profits for Negotiated Sales to Public Bodies.

1. This covenant shall run with the land for a period of 3 years from the date of conveyance. With respect to the property described in this deed, if at any time within a 3-year period from the date of transfer of title by the Grantor, the Grantee, or its successors or assigns, shall sell or enter into agreements to sell the property, either in a single transaction or in a series of transactions, it is covenanted and agreed that all proceeds received or to be received in excess of the Grantee's or a subsequent seller's actual allowable costs will be remitted to the Grantor. In the event of a sale of less than the entire property, actual allowable costs will be apportioned to the property based on a fair and reasonable determination by the Grantor.
2. For purposes of this covenant, the Grantee's or a subsequent seller's allowable costs shall include the following:
  - a) The purchase price of the real property;
  - b) The direct costs actually incurred and paid for improvements which serve only the property, including road construction, storm and sanitary sewer construction, other public facilities or utility construction, building rehabilitation and demolition, landscaping, grading, and other site or public improvements;
  - c) The direct costs actually incurred and paid for design and engineering services with respect to the improvements described in 2.(b), of this section; and
  - d) The finance charges actually incurred and paid in connection with loans obtained to meet any of the allowable costs enumerated above.
3. None of the allowable costs described in Paragraph 2 of this section will be deductible if defrayed by Federal grants or if used as matching funds to secure Federal grants.
4. In order to verify compliance with the terms and conditions of this covenant, the Grantee, or its successors or assigns, shall submit an annual report for each of the subsequent 3 years to the Grantor on the anniversary date of this deed. Each report will identify the property involved in this transaction and will contain such of the following items of information as are applicable at the time of submission.
  - a) A description of each portion of the property that has been resold;
  - b) The sale price of each such resold portion;

- c) The identify of each purchaser;
  - d) The proposed land use; and
  - e) An enumeration of any allowable costs incurred and paid that would offset any realized profit;
  - f) If no resale has been made, the report shall so state.
5. The Grantor may monitor the property and inspect records related thereto to ensure compliance with the terms and conditions of this covenant and may take any actions which it deems reasonable and prudent to recover any excess profits realized through the resale of the property.

E. Non Discrimination Covenant. The Grantee covenants for itself, its successors and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that that said Grantee and such heirs, successors, and assigns shall not discriminate upon the basis of race, color, religion, or national origin in the use, occupancy, sale or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

F. FAA Covenant. Grantee covenants for itself, its successors and assigns and every successor in interest to the property herein described, or any part thereof, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with 14 CFR Part 77, "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

G. All restrictive covenants or other burdens or encumbrances of record affecting the subject property.

#### IV. General Exceptions, Reservations, Covenants and Agreements:

A. This sale is made on the basis that the following described rights, titles and interests shall be reserved unto the United States of America and its assigns from and out of the hereinabove described property and the final instrument of conveyance shall contain the following terms and provisions of exception:

1. All existing licenses, permits, easements and rights-of-way for streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, conduits and canals on, over and across said land, whether or not of record.
2. All existing interest(s) reserved to or outstanding in third parties in and to water rights, ditch rights, as well as oil, gas, and/or minerals, whether or not of record.
3. All other existing interests reserved by any Grantor(s) in chain of title unto said Grantor(s), their respective successors and assigns, which affects any portion of the property interest(s) hereinabove described, whether or not of record.
4. Any survey discrepancies, conflicts, or shortages in area boundary lines, or any encroachments, or protrusions, or any overlapping of improvements that may affect the subject property.
5. Existing zoning ordinances and resolutions, soil conservation district rules and regulations, and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the subject property.

B. This sale is made and the conveyance of the hereinabove described property shall be made under and in consideration of the following reservation which shall be set forth in the final instrument of conveyance in the following manner:

SAVE AND EXCEPT, and there is hereby reserved unto the UNITED STATES OF AMERICA, and its assigns, all rights and interests which have been previously reserved to the United States of America in any Patent(s) which cover(s) the property.

C. This sale is made and the conveyance of the hereinabove described property shall be made under and in consideration of the following agreements:

1. NOTICE OF LEAD-BASED PAINT FOR NON-RESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978.

Every purchaser of interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at

risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the property to a residential dwelling.

2. Notice of the Presence of Asbestos – Warning!

- a) The Purchaser is warned that the property offered for sale contains asbestos containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.
- b) The Purchaser is invited, urged and cautioned to inspect the property to be sold prior to submitting a bid (offer). More particularly, the Purchaser is invited, urged and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The disposal agency will assist the Purchaser in obtaining any authorization(s), which may be required in order to carry out any such inspection(s). The Purchaser shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property including, without limitation, any asbestos hazards or concerns.
- c) No warranties either express or implied are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of the Purchaser to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.
- d) The description of the property set forth in the Offer to Purchase and any other information provided therein with respect to said property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.
- e) The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property which is the subject of this sale, whether the Purchaser, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.
- f) The Purchaser further agrees that in its use and occupancy of the property it will comply with all Federal, state, and local laws relating to asbestos.

V. Special Terms of Sale:

A. CONTINUED GOVERNMENT OCCUPANCY - LEASE

The Government currently has a need to occupancy the Property for a two-year period from the expected date of conveyance. The Property will be leased from the Purchaser under the terms and conditions of the Lease, "Exhibit A" contained in this Offer to Purchase. After the initial lease period has expired, the Government may pursue continued occupancy under mutually agreeable lease terms and conditions. **The 1520 Market Lease (the "Lease") described in this Offer to Purchase is hereby incorporated by reference and made a part hereof.**

Purchase must sign Page 2 of the "U.S. Government Lease for Real Property," initial Pages 2A, 2B and 2C and each page of GSA Form 3517, "General Clauses" as requested; fill in all blanks and initial each page of GSA Form 3518.

“Representations and Certifications” as requested. All of the above are included in this Invitation for Bids, and by this reference made a part thereof.

Award of lease will be made only after receipt of full purchase price from the Purchaser. Notification of award of sale and award of lease will be made under separate cover and both awards are dependent upon each other.

B. The Purchaser hereby agrees to lease the property described in Exhibits B and C to the Government for ninety-nine (99) years, for the price of \$2,700,000, paid in full as set forth herein, under and pursuant to the other terms agreed upon and satisfactory to the Government, which terms shall be agreed upon within the time period set forth in the General Terms of Sale for payment of the balance of the purchase price. Award of these leases will be made only after receipt of full purchase price from the Purchaser. Notification of award of sale and award of leases will be made only after receipt of full purchase price from the Purchaser. Notification of award of sale and award of leases will be made under separate cover and both awards are dependent upon each other.

C. METHOD OF PAYMENT – EARNEST MONEY DEPOSIT:

This offer must be for cash, payable in United States dollars. The earnest money deposit shall be at least ten percent (10%) of the amount of the purchase price and shall accompany the offer. The deposit must be in the form of United States currency, cashier’s check, or certified check issued by and drawn upon, or certified by a bank or other financial institution chartered by the Federal Government or a State of the United States, payable to the order of “General Services Administration.”

D. RELATED PERSONAL PROPERTY

Certain related personal property is excluded from this Offer and may be removed by the Government, at its option, from the improvements herein described including, but not limited to:

1. The x-ray machine in the front lobby and the two in the loading dock/mail delivery area.
2. The magnetometer in the front lobby.
3. All cipher locks in the building.
4. All of the card-readers, electric door strikes, and other associated equipment of the access control system.

VI. General Terms of Sale:

A. CONDITION OF PROPERTY

The property is offered “As Is” and “Where Is” without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered.

B. DESCRIPTIONS IN OFFER TO PURCHASE

The descriptions of the property set forth in the Offer to Purchase and any other information provided therein with respect to said property are based on information available to the CSA sales office and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute ground or reason for nonperformance of the contract of sale, or claim by Purchaser for allowance, refund, or deduction from the purchase price.

C. INSPECTION

The Purchaser is invited, urged, and cautioned to inspect the property to be sold prior to submitting an offer. The failure of any offeror to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of an offer after it has been tendered.

D. CONTINUING OFFER

The offer shall be deemed to be a firm and continuing offer from the date of receipt until accepted or rejected by the Government: provided, however, that after 120 days have elapsed from the date of receipt, the offeror not having received notice of rejection may consider his offer rejected, and if the Government desires to accept the offer after such 120-day period, the consent of the offeror thereto shall be obtained.

E. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the offer shall be deemed to have been sufficiently given when

faxed or mailed to the offeror or his duly authorized representative at the address indicated in the offer.

F. CONTRACT

These General Terms Applicable to Negotiated Sales, the offer, and the acceptance thereof, shall constitute an agreement between the offeror and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the offeror without consent of the Government, and any assignment transaction without such consent shall be void.

G. RESCISSION

1. The contract made by the acceptance of the offer by the Government may be transmitted to the Attorney General of the United States for his advice as to whether the sale would tend to create or maintain a situation inconsistent with the antitrust laws. The acceptance of the offer by the Government may be rescinded by the Government in the event unfavorable advice is received from the Attorney General.
2. An explanatory statement of the circumstances of the proposed disposal will be submitted to the appropriate committees of the Congress because of its negotiated character and the offer probably will not be accepted by the Government until after the proposed disposal has been considered by such committees. However, in any event, the Government may rescind its acceptance at any time subsequent to acceptance and prior to conveyance, if it is reasonably determined by the Government that such action is justified in the light of the circumstances then prevailing.
3. Any rescission, pursuant to 1, or 2, above, will be without liability of the part of the Government other than to return the earnest money deposit without interest.

H. REVOCATION OF OFFER AND DEFAULT

In the event of revocation of the offer prior to acceptance, or in the event of any default by the offeror in the performance of the contract created by such acceptance, the deposit, together with any payments subsequently made on account may be forfeited at the option of the Government, in which event the offeror shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the offer or contract.

I. GOVERNMENT AND PURCHASER'S LIABILITY

Notwithstanding anything to the contrary herein, Purchaser's Offer to Purchase is subject to required ordinance authority, the failure of which shall cause the Seller to return Purchaser's earnest money deposit without interest and shall render this Offer to Purchase a nullity without liability on the part of Purchaser.

If this Offer to Purchase is accepted by the Seller and : (1) Seller fails for any reason to perform its obligation as set forth herein; or (2) Title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid to Seller without interest whereupon Seller shall have no further liability to Purchaser.

J. OTHER TERMS APPLICABLE TO A SALE

1. As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the offeror shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.
2. Any title evidence which may be desired by the offeror will be procured by him at his sole cost and expense. The Government will, however, cooperate with the offeror or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and the property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.
3. Upon assumption of possession of the property, or conveyance of the property, whichever occurs first, the offeror shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property, and sums paid, or due to be paid, by the Government in lieu of taxes pursuant to statutory authority shall be prorated.
4. In the event an offer to purchase for case is accepted and possession of the property is assumed by the offeror prior to the date of conveyance, the offeror shall procure and maintain insurance at his expense,

effective for the period from the date of assumption of possession to date of conveyance, for the benefit of the Government in such kinds and amounts as may be required by the Government, with companies acceptable to the Government.

5. If an offer for the purchase of the property is accepted, the Government's interest will be conveyed by a quitclaim deed or deed without warranty and/or, where appropriate, a bill of sale in conformity with local law and practice.
6. The offeror shall on a mutually agreeable date not later than 75 days after acceptance of the offer, or within such additional time as may be granted by the Government, tender to the Government the balance of the purchase price. The offeror shall be required to effectuate a wire transfer to the Department of Treasury of the funds due at the sale closing. Instructions for the wire transfer will be furnished to the offeror prior to the sale closing. Upon such tender being made by the offeror, the Government shall deliver to the offeror the instrument, or instruments, of conveyance. In any event, if possession was assumed by the offeror prior to the date of conveyance, the offeror shall pay, in addition to the purchase money due, an amount required under the provisions of the offer.
7. The offeror shall pay all taxes and fees imposed on this transaction and shall obtain at his own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the offeror's expense.

**K. OFFICIALS NOT TO BENEFIT**

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

**EXHIBIT 2**

STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES  
ADMINISTRATION  
FPR (41 CFR) 1-16.601

**U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY**

DATE OF LEASE

Lease No.  
GS-06P-50026

THIS LEASE, made and entered into this date pursuant to Ordinance No. \_\_\_\_\_ by and between

The City of St. Louis

whose address is 1200 Market Street, Room 212  
St. Louis, MO 63103

and whose interest in the property hereinafter described is that of Owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:  
225,127 BOMA Office Area Square feet (331,922 rentable square feet) of office and related space together with all on-site parking spaces located at 1520 Market Street, St. Louis, Missouri.
2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term effective July 1, 2006 through the following two year period.
3. The Government shall pay the Lessor annual rent of \$1,409,753.72 at the rate of \$156,639.30 per month in arrears for the first 9 months. For months 10-24 the Government shall pay the Lessor annual rent of \$3,213,004.96 at the rate of \$267,750.41 per month in arrears. See paragraph 9 for further explanation.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Comptroller of the City of St. Louis

1200 Market Street, Room 212  
St. Louis, MO 63103

4. The Government may terminate this lease at any time in whole or in part on or after the first 9 months of the Lease by giving at least (30) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

All building services, supplies, utilities and equipment, including but not limited to: heating and air-conditioning; electricity (for all purposes); power (special equipment); window washing (2x annually); hot and cold water; sewer services; snow removal; trash removal; chilled drinking water; toilet supplies; janitorial service and supplies, initial and replacement of lamps, tubes, starters, fuses and ballasts; elevator service; carpet cleaning (every two years) and other services, supplies, utilities and equipment as more specifically set forth in this Lease.

7. The following are attached and made a part hereof:

Sheets 2A, 2B, 2C and 2D; GSA Form 3517, General Clauses, Pages 1-2; GSA Form 3518, Representations and Certifications, Pages 1-7.

8. The following changes were made in this lease prior to its execution:

The words "The General Provisions and Instructions (Standard Form 2A,.....edition)." are deleted in Paragraph 7 above. Paragraph 5 is deleted in its entirety. Paragraphs 9 through 23 have been added.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR City of St. Louis

BY \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Comptroller

Approved as to form, only

\_\_\_\_\_  
City Counselor

\_\_\_\_\_  
Register

UNITED STATES OF AMERICA

GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE,  
EAST LEASING SERVICES BRANCH

BY \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Contracting Officer  
(Official title)

STANDARD FORM 2  
FEBRUARY 1965 EDITION

9. The annual rental is made up of the following components:

Type	Rent
Base Rent	\$1,333,333.33
Operating	\$1,879,671.63
Rent	\$3,213,004.96

The first nine months of the above base rent will be credited toward the City of St. Louis purchase price of the 1520 Market Street building. Nine months base rent is equal to 75% times \$1,333,333.33, thus, the City is guaranteed a \$1,000,000 credit toward the purchase price of the 1520 Market Street building. Thus, for the first nine months of the Lease, the Lessor shall only be paid \$1,409,753.72 (\$3,213,004.96 \* .75 -\$1,000,000) annually or \$156,639.30 per month in arrears.

The operating rent above includes \$300,000 of additional services, utilities and maintenance to be provided by Lessor that are above Normal and are described in paragraph 10 below.

10. The Lessor shall provide a valid Occupancy Permit for the intended use of the Government and shall maintain and operate the building in conformance with all applicable current codes and ordinances. Below-grade space to be occupied by the Government and all areas in a building referred to as "hazardous areas" in National Fire Protection Association Standard 101, or any successor standard thereto, must be protected by an automatic sprinkler system or an equivalent level of safety. A minimum of two separate stairways shall be provided for each floor of Government occupancy. Scissor stairs will be counted as one stairway. If space is three or more stories above grade, additional egress and fire alarm requirements may apply.

The Building and the leased space shall be accessible to workers with disabilities in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations CFR 41, Subpart 101-19.6, Appendix A, 54 FR 12628, March 28, 1989). Where standards conflict, the more stringent shall apply.

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials according to applicable Federal, State, and local environmental regulations.

Normal services, utilities, and maintenance will be provided daily, extending from 6:00 am. to 6:00 p.m., Monday through Friday, not including Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times for other than normal office hours, including but not limited to: the use of electrical services, HVAC, toilets, lights, elevators, and Government office machines without additional payment.

Included in the \$300,000 annual operating rental (See paragraph 9) is \$150,000 of additional services, utilities and maintenance required to be provided by Lessor and are as follows:

- a) HVAC and utilities provided 24 hours per day, 7 days per week, for rooms 1252, 2720, 3606 and Rural Development Storage Room (in basement).
- b) HVAC and utilities for the Rural Development Mailroom (as needed by Rural Development).
- c) HVAC and utilities for lamps for all 3rd floor corridors (24 hours per day, 7 days per week).
- d) HVAC and utilities for Rural Development space on the 1st and 3rd floors on Saturday from 5 a.m.-2:30 p.m. and 4th floor on Monday through Thursday from 6 p.m. — 9.p.m.

Included in the \$300,000 annual operating rental (See paragraph 9) is \$50,000 of additional services, utilities and maintenance required to be provided by Lessor and are as follows:

- a) Provide additional non-sensitive (blue barrels) trash pickup on a daily basis for the Rural Development mailroom. These barrels must be picked up in the afternoon and taken to the open carts provided by Sunshine Recycling.
- b) Provide all labor and supervision to accomplish sensitive waste (red barrels) pickup in the mornings for Rural Development and taken to locked bins provided by Sunshine Recycling.
- c) Provide a second additional cleaning daily Monday through Friday, once a day on Saturday for all 3rd and 4th floor restrooms (Preferred cleaning times for restrooms are mornings Monday through Saturday at 6.a.m and Monday through Friday at 1:00 p.m.). All requirements listed in the cleaning specification apply to the first and second cleaning.

Included in the \$300,000 annual operating rental (See paragraph 9) is \$100,000 of additional services, utilities and maintenance required to be provided by Lessor and are as follows:

- a) Provide HVAC and utilities for the computer room resource branch, 24 hours per day, and 7 days per week including holidays.

Note: As the additional services, utilities and maintenance are reduced the rental described in paragraphs 3 and 9 above shall be reduced accordingly.

11. The Government reserves the right to perform alterations in leased space, including, but not limited to, installing interior/exterior security cameras/alarms and other items as necessary. Lessor waives restoration rights for alterations necessary for initial occupancy and for all future alterations. The Government shall have the right to remove cameras, alarms, art pictures and existing art fountain and they shall remain the property of the Government upon removal. Removal of cameras, alarms, art pictures and fountain will be at the sole determination of the Government.
12. Lessor shall have access to available vacant space (areas not in use by tenant, USDA) in the building for studies, testing or other work required in conjunction with their redevelopment project. However, those areas that are not in use by USDA must be identified and approved prior to use by the Lessor. Any non-vacant vending machines and blind shop areas are for USDA use only.
13. Security Additional Requirements:
  - a. The Government reserves the right to require the Lessor to submit completed fingerprint charts and personal history statements for each employee of the Lessor as well as employees of the Lessor's contractors or subcontractors who

will provide building operating services of a continuing nature for the property in which the leased space is located. The Government may also require this information for employees of the Lessor, the Lessors contractors, or subcontractors who will be engaged to perform alterations or emergency repairs for the property.

- b. If required, the Contracting Officer shall furnish the Lessor with Form FD-258, Fingerprint Chart, and Form 176, Statement of Personal History, to be completed for each employee and returned by the Lessor to the Contracting Officer (or the Contracting Officer's designated representative) within 10 working days from the date of the written request to do so. Based on the information furnished, the Government will conduct security checks of the employees. The Contracting Officer will advise the Lessor in writing if an employee is found to be unsuitable or unfit for the employee's assigned duties. Effective immediately, such an employee cannot work or be assigned to work on the property in which the leased space is located. The Lessor shall be required to provide the same data within 10 working days from the addition of new employee(s) to the work force. In the event the Lessor's contractor/subcontractor is subsequently replaced, the new contractor/subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor/subcontractor. The Contracting Officer may require the Lessor to submit Form FD-258 and Form 176 for every employee covered by this paragraph on a 3-year basis. In addition, any person not possessing a Government issued ID shall be screened with the magnetometer, including City Contractors. USDA shall provide the necessary workforce at the loading dock to ensure all deliveries to 1520 Market street are received by a USDA employee and are X-rayed prior to entry. A USDA physical security specialist shall maintain responsibility for the cardkey entry system at 1520 Market Street. All parking entry requirements shall be maintained by the USDA.
14. Cleaning shall be performed during tenant working hours. The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.
- a. Daily. Empty trash receptacles, and clean ashtrays. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.
- b. Three Times a Week. Sweep or vacuum stairs.
- c. Weekly. Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
- d. Every Two Weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.
- e. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
- f. Every Two Months. Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
- g. Three Times a Year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
- h. Twice a Year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
- i. Annually. Wash all Venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
- j. As Required. Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building. Control pests as appropriate, using Integrated Pest Management techniques.
15. The Lessor shall provide the labor, material and supervision necessary to maintain the structure, roof, walls, windows, doors and any other necessary building appurtenances to provide watertight integrity, structural soundness and acceptable appearance.
16. The Lessor shall furnish all labor, material and supervision necessary to maintain all mechanical and electrical equipment and systems in a satisfactory condition, to provide reliable service, and to correct disturbing noises or exposure to fire or

- safety hazard. All local and national code requirements shall be displayed on all boilers, unfired pressure vessels, or any other items for which a certificate is required.
17. The Government is Leasing the entire building and all on-site parking regardless if the actual amounts of square feet and parking are different than the amounts listed in this agreement. No additional payment shall be made for any additional space amounts that are above those listed in this agreement.
  18. The City of St. Louis shall submit procedures and guidelines that shall ensure USDA's continued safety and quiet use and enjoyment of the facility prior to any City of St. Louis modifications. These procedures and guidelines must be approved by USDA prior to proceeding with any work on the modifications.
  19. Of the total space listed in paragraph 1 above, approximately 8,897 BOASF (13,120 rsf) of space is for USDA's pro-rata share of the buildings health unit/conference room, small cafeteria and vending space.
  20. Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.
  21. The Lessor shall provide a schedule of periodic services within 2 weeks of occupancy by the Government.
  22. As space is terminated by the Government, the Government shall reduce payment to Lessor by the amount of BOMA Office Area square feet terminated by the Government, times \$14.27196631/BOMA Office Area square feet. The annual rate per square of for termination will correspondingly reduce if the Government has already vacated space prior to the date of termination (See paragraph 23 below).
  23. Adjustment for Vacant Premises: (a) If the Government fails to occupy any portion of the leased premises or vacates the premises, in whole or in part prior to expiration of the term of the lease, the rental rate will be reduced by that portion of the costs per BOMA Office Area Square Feet of operating expenses not required to maintain the space. Said reduction must occur after the Government gives 30 calendar days prior notice to the Lessor, and must continue in effect until the Government occupies the premises or the lease expires or is terminated.

### EXHIBIT 3

#### LEASE FOR PARKING

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2006, between the CITY OF ST. LOUIS, MISSOURI, a charter municipality organized and existing by virtue of the Constitution and Laws of the State of Missouri, hereinafter referred to as the City, and the GENERAL SERVICES ADMINISTRATION, an agency of the UNITED STATES GOVERNMENT, hereinafter referred to as GSA;

WITNESSETH:

WHEREAS, GSA is the owner in fee simple of a parcel of land identified as all of Block Two Hundred Fifteen East (215 E.) in the said City; and

WHEREAS, the City is the owner of various parcels of land adjoining the GSA-owned land on the south and on the west, said land being as shown on the attached drawing as set forth in the attached Exhibits B and C, which Exhibits are incorporated herein by reference (which parcel of land is hereinafter referred to as the "Leased Premises"); and

WHEREAS, GSA is engaged in a continuing project to improve and upgrade the Federal Mart Building, situated on the GSA-owned land; and

WHEREAS, the City desires to make available to GSA the land described on Exhibits B and C for use by GSA for vehicle parking.

NOW, THEREFORE, in consideration of the above premises, the City hereby leases, grants, and assigns to GSA the right to use the aforementioned real property for surface parking subject to the following terms and conditions.

1. Term. The term of this lease shall be for a period of ninety-nine (99) years, beginning \_\_\_\_\_, 2006 and ending July 1, 2105.

2. Rent. GSA will pay the City a rent of One Dollar (\$1.00) per year and has paid in advance to the City a rent in the amount of Two Million Seven Hundred Thousand Dollars (\$2,700,000.00), the latter amount was credited and acknowledged received by the City at closing for the City's purchase of the Abram building.

3. Use.

- a. GSA agrees that the Leased Premises will be used only for the surface parking of motor vehicles of

the U.S. Government, employees of the U.S. Government, contractors of the U.S. Government, official visitors of the U.S. Government, and non-Federal tenants of the Mart Building. GSA represents and warrants to the City that it shall not charge any fee to any person for parking on the Leased Premises and further that GSA shall not profit monetarily from allowing such parking.

- b. GSA further agrees that 40 parking spaces will be reserved for use by the 4th District of the St. Louis Metropolitan Police Department along the easternmost portion of the Leased Premises until such time as the facilities for said District are relocated.

4. Condition, Preparation and Maintenance of Leased Premises.

- a. GSA accepts the Leased Premises in the condition in which it now exists and without any express or implied warranties of suitability, merchantability, fitness for a particular purpose or environmental fitness, including any warranties as to the absence of any pollution, contamination, hazardous waste, hazardous material, underground storage tanks or hazardous building materials in, on or around the property or its improvements, unless as specifically noted elsewhere in this lease.
- b. GSA agrees that any grading, surfacing, lighting, security fencing or other parking lot improvements which GSA determines to be necessary or desirable for use of the parking area will be provided, maintained and kept in good repair by GSA or its contractors at its expense. GSA further agrees that, throughout the term of this Lease and any extensions or renewals thereof, at its expense, it will comply with the landscaping requirements set forth in Exhibit D, attached hereto and incorporated herein by reference, to the extent such compliance is feasible. Feasibility shall be determined by the City's Heritage and Urban Design Commissioner and a designee of GSA. Subject to the approval of the City's Board of Public Service, GSA or its contractors will construct access to said parking area as GSA sees fit.
- c. Except as provided in subparagraphs (b) and (c) to this paragraph 5, GSA shall not place or construct upon, over or under the Leased Premises any installation or structure of any kind or character without prior authorization of the City's Board of Public Service.
- d. The duty of GSA to provide landscaping and other improvements is subject to the availability of funds; however, if such funds are unavailable and GSA does not provide said improvements, the city may terminate this lease upon 30 days written notice.
- e. The parties acknowledge the existence of a dock and conveyor system located on the Leased Premises and owned by Edison Brothers Stores Inc. GSA specifically accepts said structure in the condition in which it now exists. GSA agrees, and the City hereby authorizes GSA, to remove the structure subject to the approval of Edison Brothers Stores Inc. and the City's Board of Public Service, and the City further agrees to use its good offices to facilitate said removal.
- f. The parties acknowledge the presence of a steel billboard support structure on the Leased Premises. GSA specifically accepts said structure in the condition in which it now exists. GSA further agrees to grant Drury Displays, Inc., rights of ingress and egress to and from the aforementioned structure for purposes consistent a Signboard Location License Agreement
- g. The parties acknowledge the presence of three electrical power transformers on the Leased Premises. The parties further acknowledge that although ownership of these transformers was transferred to the City pursuant to that certain Quit Claim Deed, dated on or about August 31, 1989 from the Terminal Railroad Association ("TRRA") to the City, TRRA has retained an interest in them in that one of these transformers provides power to certain facilities of TRRA which are now used by TRRA and which were not transferred to the City. The parties hereto agree to look to TRRA for removal of these transformers and performance of any necessary environmental remediation, such removal and remediation to be at TRRA's sole cost and expense. The parties further agree to cooperate with each other and with TRRA in these operations. If TRRA refuses both the responsibility for, and the costs of, such removal and remediation, then GSA agrees to assume the costs for said removal and remediation.

5. Responsibility for Premises. GSA agrees to assume full responsibility for the condition of the Leased Premises, and for any claims, liabilities or costs which may arise due to the acts or failure to act on the part of GSA acting through its agents and employees and subject to the limitations of the Federal Tort Claims Act. GSA's responsibility for any claims, liability or costs shall include any which are asserted in connection with, or arises out of or results from GSA's use of the Leased Premises, including the creation, generation, storage, utilization, transportation or disposal by GSA of any pollutant, contaminant, hazardous waste, hazardous material, underground storage tanks or hazardous building materials, in, on or around the Leased Premises.

6. Additional Parking. The City agrees to use its good offices in an attempt to obtain from the Bi-State Development Agency of the Missouri-Illinois Metropolitan District ("Bi-State") permission for GSA to utilize that portion of Bi-state property located immediately south of the Leased Premises for additional parking until such time as said right-of-way is needed by Bi-State

for the construction of an anticipated light rail transportation system.

7. Assignment. This Lease may not be assigned or sublet without the written approval of the City's Board of Public Service.

8. Municipal Purpose Reservation. In the event that all or any portion of the Leased Premises shall be needed for any municipal purpose or use, including but not limited to the aforementioned light rail system, the City shall have the right to unilaterally terminate this Lease upon a one (1) year written notice thereof to GSA. The City shall also have the right to unilaterally modify or amend this Lease upon a one (1) year written notice so as to eliminate such portion of the leased area as shall be needed for any such municipal purpose. In the event the city shall exercise any rights to unilaterally terminate, modify or amend this lease in accordance with this paragraph, the City shall reimburse GSA, subject to annual appropriation, the depreciated value of any improvements, excluding landscaping as required hereunder, which have been installed by GSA on the affected portion of the leased area. Depreciation shall be calculated using the straight-line method and GSA's actual cost of improvements shall be the true value from which depreciation is deducted; the economic life of any improvement shall be equivalent to ten years from the date of its installation.

9. Amendments. Except as provided in paragraph 7 hereof, this Lease may not be amended except by the written consent of both parties hereto.

10. Removal and Reimbursement Upon Termination. In the event of termination of this Lease by either GSA, or by the City in accordance with paragraph 5(e), GSA shall not be entitled either to remove any improvements installed on the Leased Premises or to receive any reimbursement for the value of any such improvements.

11. Subject to Easements. Any use by GSA of the Leased Premises shall be subject as appropriate to easements granted to the Missouri Highway and Transportation commission by the United States of America, et al., for the purpose of constructing U.S. Highway 40 between Twelfth and Thirteenth Streets in the City of St. Louis, Missouri, as recorded January 22, 1970 in Book 8967, page 582 in the records of the City of St. Louis, Recorder of Deeds.

12. Standard Provisions. GSA and the City agree to the Standard Provisions, attached and marked as Exhibit E.

13. Notice. All notices required to be given hereunder shall be sent by United States Certified or Registered Mail, postage prepaid, addressed as set forth below or to such other address as either party shall have furnished to the other in writing.

In the case of the City, to:

President of the Board of Public Service  
Room 301 City Hall  
St. Louis, Missouri 63103

Comptroller of the City of St. Louis  
Room 212 City Hall  
St. Louis, Missouri 63103

In the case of GSA, to:

Assistant Regional Administrator  
Public Buildings Service (6P)  
General Services Administration  
1500 East Bannister Road  
Kansas City, Missouri 64131-3088

14. Headings. The headings set forth in this Lease have been inserted for convenience only and shall in no manner define, limit or describe the scope of this Lease or any provisions hereof.

15. Miscellaneous.

- a. This Lease, together with all exhibits attached hereto and made a part hereof, represents the entire undertaking and agreement of the parties hereto and supersedes any and all prior agreements, arrangements, undertakings and understandings of parties hereto respecting the subject matter hereof.
- b. This Lease shall be governed by the laws of the State of Missouri for all purposes and intent.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first written-above.

GENERAL SERVICES ADMINISTRATION

THE CITY OF ST. LOUIS,  
MISSOURI

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

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

Contracting Officer  
Real Estate Division  
Public Building Service

Francis Slay, Mayor

ATTEST:

By: \_\_\_\_\_  
Darlene Green, Comptroller

(SEAL)

ATTEST:

\_\_\_\_\_  
Register

Approved as to form:

\_\_\_\_\_  
City Counselor

THIS LEASE EXECUTED PURSUANT TO CITY ORDINANCE NO. \_\_\_\_\_ EFFECTIVE \_\_\_\_\_, 2006.

Approved: June 23, 2006

**ORDINANCE #67144  
Board Bill No. 28**

An ordinance approving a Redevelopment Plan for the 4501-03 Mary 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 Plan dated 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 partially occupied and the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available ten (10) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

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

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

**WHEREAS**, there is 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 4501-03 Mary Ave. Area," dated February 21, 2006, 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 4501-03 Mary Ave. Area.

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

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

**SECTION FOUR.** The Blighting Study and Plan for the Area, dated February 21, 2006 ("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 or otherwise.

**SECTION NINE.** The property within the Area is currently partially occupied. All eligible occupants displaced by the Redeveloper ("Redeveloper" being defined in Section 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 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 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 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"**

**4501-03 MARY AVENUE REDEVELOPMENT AREA  
LEGAL DESCRIPTION**

One parcel of block 3546 in the City of St. Louis, more specifically described as follows:

C.B. 3546 MARY AVE  
39.88 FT / 95.79 FT X 108.75 FT  
/ 95 FT OFALLON EST ADDN  
BLK 2 LOT E PT 35-36

**EXHIBIT "B"  
Form: 2/15/06**

BLIGHTING STUDY AND PLAN  
FOR  
**4501-03 MARY AVENUE**  
PROJECT #9981  
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
OF THE CITY OF ST. LOUIS  
FEBRUARY 21, 2006

MAYOR  
FRANCIS G. SLAY

**BLIGHTING STUDY AND PLAN FOR  
4501-03 MARY AVENUE AREA**

**PAGE**

<b>A.</b>	<b>EXISTING CONDITIONS AND FINDING OF BLIGHT</b> .....	<b>1</b>
	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>B.</b>	<b>PROPOSED DEVELOPMENT AND REGULATIONS</b>	
	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 ..... 4

**C. PROPOSED SCHEDULE OF DEVELOPMENT ..... 4**

**D. EXECUTION OF PROJECT ..... 5**

1. ADMINISTRATION AND FINANCING ..... 5

2. PROPERTY ACQUISITION ..... 5

3. PROPERTY DISPOSITION ..... 5

4. RELOCATION ASSISTANCE ..... 5

**E. COOPERATION OF THE CITY ..... 5**

**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 4501-03 Mary Avenue Redevelopment Area (“Area”) consists of one partially occupied four-family building totaling approximately 0.17 acres in the O’Fallon Neighborhood of the City of St. Louis (“City”).

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 one parcel in City Block 3546 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 an 8.3 % unemployment rate for the City as of November, 2005. 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 a partially occupied residential 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 19.95 persons per acre.

5. CURRENT ZONING

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

6. FINDING OF BLIGHT

The property within the Area is partially occupied 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 existing residential property.

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 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 "J" Industrial District. Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The 2005 Strategic Land Use Plan designates it as an Opportunity Area.

3. PROPOSED ZONING

The zoning for the Area can remain "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 2005 Strategic Land Use Plan of the City of St. Louis. 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 are anticipated 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 asset to the surrounding neighborhood.

b. **Urban Design Regulations**

Rehabilitation of the existing structure shall respect the original exterior in terms of design and materials.

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**

Ornamental privacy fencing and landscaping shall buffer all open industrial storage areas.

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.

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

**E. COOPERATION OF THE CITY**

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

**F. TAX ABATEMENT**

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

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

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

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

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

1. LAND USE

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

2. CONSTRUCTION AND OPERATIONS

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

3. LAWS AND REGULATIONS

A Redeveloper shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding nondiscrimination and affirmative action, including the "Equal Opportunity and Nondiscrimination Guidelines" in Exhibit "E", attached.

4. ENFORCEMENT

All of the provisions of this Section G shall be incorporated in a Contract between the LCRA and a Redeveloper, which agreement shall be recorded in the office of the Recorder of Deeds. The provisions of G (1) and G (3) shall be covenants running with the land, without limitation as to time, and the provisions of G (2) shall be for the duration of this Plan and any extension thereof. All of the provisions of Section G shall be enforceable against the Redeveloper, its heirs, successors or assigns, by the LCRA, the City, any state having jurisdiction or the United States of America.

**H. MODIFICATIONS OF THIS PLAN**

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

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

**I. DURATION OF REGULATION AND CONTROLS**

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

**J. EXHIBITS**

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

**K. SEVERABILITY**

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

**EXHIBIT "A"**

**4501-03 MARY AVENUE REDEVELOPMENT AREA  
LEGAL DESCRIPTION**

One parcel of block 3546 in the City of St. Louis, more specifically described as follows:

C.B. 3546 MARY AVE  
39.88 FT / 95.79 FT X 108.75 FT  
/ 95 FT OF FALLON EST ADDN  
BLK 2 LOT E PT 35-36

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.

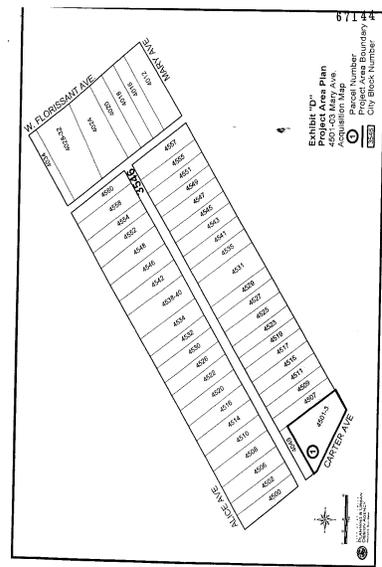
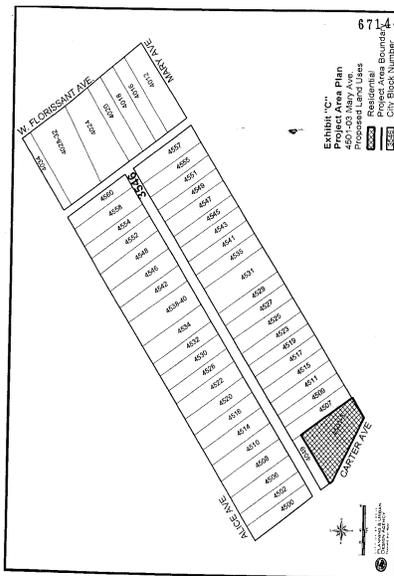
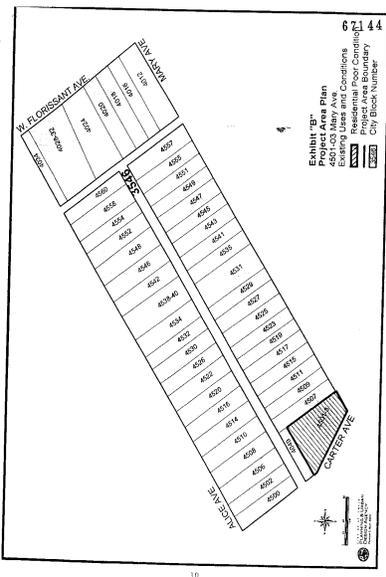
The Redeveloper shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

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: June 23, 2006**

**ORDINANCE NO. 67144 - EXHIBITS B, C & D**



**ORDINANCE #67145**  
**Board Bill No. 70**

**AN ORDINANCE RECOMMENDED BY THE BOARD OF ESTIMATE AND APPORTIONMENT, REPEALING ORDINANCE NO. 65379; TERMINATING AND DISSOLVING THE 4100 FOREST PARK REDEVELOPMENT AREA TAX INCREMENT FINANCING DISTRICT, SPECIAL ALLOCATION FUND AND THE TAX INCREMENT ALLOCATION FINANCING ASSOCIATED THEREWITH; TERMINATING A REDEVELOPMENT AGREEMENT ENTERED INTO BY THE CITY REGARDING THE REDEVELOPMENT OF SAID AREA; AND ALLOCATING AND AUTHORIZING THE TRANSFER OF MONEYS IN SAID SPECIAL ALLOCATION FUND.**

**WHEREAS**, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "Act"), authorizes the City of St. Louis, Missouri (the "City") to provide for the redevelopment of certain areas through the mechanism of tax increment financing; and

**WHEREAS**, the Tax Increment Financing Commission of the City of St. Louis, Missouri (the "Commission") is duly constituted under the Act; and

**WHEREAS**, the City prepared for consideration by the Commission a plan for redevelopment entitled "Tax Increment Blighting Analysis and Redevelopment Plan for the 4100 Forest Park Redevelopment Area," dated September 12, 2001, as amended (the "Redevelopment Plan"), providing for the rehabilitation, renovation and reconstruction of a warehouse building located at 4100 Forest Park at the intersection of Forest Park and Sarah Avenue (the "Redevelopment Area"), and further providing for the development of a plant and life sciences technologies commercial building within the Redevelopment Area (the "Redevelopment Project"); and

**WHEREAS**, after a public hearing and full evaluation, the Commission recommended to the Board of Aldermen of the City that the Redevelopment Plan be approved; and

**WHEREAS**, pursuant to the Act and in accordance with the recommendation made by the Commission, the Board of Aldermen of the City, by Ordinance No. 65378 passed and approved on December 26, 2001 (the "Approving Ordinance"), (a) approving the Redevelopment Plan, (b) designating the Redevelopment Area as a "redevelopment area," as defined in the Act, (c) approving the construction of the Redevelopment Project in accordance with the Redevelopment Plan, (d) adopting tax increment financing with respect to the Redevelopment Area and establishing a special allocation fund (the "Special Allocation Fund") and (e) approving the execution of a redevelopment agreement to carry out the Redevelopment Plan; and

**WHEREAS**, in accordance with the Act, the City and TDG Acquisition Corporation ("TDG"), entered into that certain Redevelopment Agreement dated as of April 16, 2002, as amended (the "Redevelopment Agreement"), for the purpose of developing the Redevelopment Project within a portion of the Redevelopment Area; and

**WHEREAS**, pursuant to the Act, the Board of Aldermen adopted Ordinance No. 65379, authorizing the issuance of tax increment financing notes in an amount not to exceed Seven Million Dollars and NO/100;

**WHEREAS**, TDG has determined that it is no longer able to comply with its obligations set forth in the Redevelopment Agreement and terminated its rights and obligations by letter dated March 3, 2005, which termination was accepted by the City and that termination has caused the Redevelopment Area to become stagnant and has prevented the City from eliminating the blight that was present when the Redevelopment Plan and Redevelopment Agreement were approved; and

**WHEREAS**, the Board of Aldermen finds it desirable and in the best interests of the City, the other affected taxing jurisdictions and its inhabitants to terminate the designation of the Redevelopment Area and to dissolve the Special Allocation Fund.

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

**Section 1.** Ordinance No. 65379 is hereby repealed in its entirety.

**Section 2.** That certain Redevelopment Agreement dated as of April 16, 2002, as amended entered into by and between the City and TDG Acquisition Corporation is hereby mutually terminated and of no further force and effect.

**Section 3.** The Board of Aldermen hereby finds that despite numerous attempts to construct the Redevelopment Project in accordance with the Redevelopment Plan, these efforts have been unsuccessful. Accordingly, the Board of Aldermen finds that the termination of the designation of the Redevelopment Area and the dissolution of the Special Allocation Fund, as provided herein, is appropriate and in the best interests of the City, all other affected taxing jurisdictions and the inhabitants of the City.

**Section 4.** Upon recommendation of the Board of Estimate and Apportionment, the Board of Aldermen hereby amends the City's budget for the current fiscal year as follows, and the City's Finance Officer is authorized and directed to withdraw from the Special Allocation Fund an amount not to exceed \$\_\_\_\_\_ for payment of final expenses associated with the Redevelopment Project and the dissolution of the Redevelopment Area and the Special Allocation Fund, including legal expenses

and the final report required by the Act, and the Finance Officer is further directed to pay such expenses as they become due and payable. The balance of moneys on deposit in the Special Allocation Fund after making the above-referenced withdrawals are hereby declared surplus and shall be distributed to the City with instructions to the appropriate City officials for further distribution in accordance with Section 99.850 of the Act.

**Section 5.** The Board of Aldermen hereby declares the Redevelopment Area dissolved and hereby terminates its designation as a "redevelopment area" within the meaning of the Act. Effective as of the calendar year 2006, the rates of the taxing districts having jurisdiction within the Redevelopment Area shall be extended and all taxes levied within the Redevelopment Area shall be levied, collected, and distributed in the manner required by applicable law in the absence of the adoption of tax increment financing within the Redevelopment Area.

**Section 6.** Upon the fulfillment of **Section 4** hereof, the Special Allocation Fund is hereby declared to be, and shall for all purposes be considered, dissolved and terminated.

**Section 7.** The City Register is hereby authorized and directed to provide notice to all affected taxing jurisdictions, including the City of St. Louis Assessor and the City of St. Louis Collector of Revenue, regarding the dissolution and termination of the Redevelopment Area and the Special Allocation Fund in accordance with this Ordinance.

**Section 8.** The Mayor and Comptroller and all other officers, agents, representatives of the City are hereby authorized to take any and all actions as may be deemed necessary, desirable, convenient or proper to carry out and comply with the intent of this Ordinance with regard to the termination of the Redevelopment Area and the Special Allocation Fund.

**Section 9.** It is hereby declared to be the intention of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and incapable of being executed in accord with the legislative intent.

**Section 10.** After adoption of this Ordinance by the Board of Aldermen, this Ordinance shall become effective on the 30th day after its approval by the Mayor or adoption over his veto.

**Approved: June 23, 2006**

**ORDINANCE #67146**  
**Board Bill No. 74**

**AN ORDINANCE DESIGNATING A PORTION OF THE CITY OF ST. LOUIS, MISSOURI, AS A REDEVELOPMENT AREA KNOWN AS THE 4100 FOREST PARK REDEVELOPMENT AREA PURSUANT TO THE REAL PROPERTY TAX INCREMENT ALLOCATION REDEVELOPMENT ACT; APPROVING A REDEVELOPMENT PLAN AND A REDEVELOPMENT PROJECT WITH RESPECT THERETO; ADOPTING TAX INCREMENT FINANCING WITHIN THE REDEVELOPMENT AREA; MAKING FINDINGS WITH RESPECT THERETO; ESTABLISHING THE 4100 FOREST PARK SPECIAL ALLOCATION FUND; AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS; AND CONTAINING A SEVERABILITY CLAUSE.**

**WHEREAS**, the City of St. Louis, Missouri (the "City"), is a body corporate and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of its charter, the Constitution and laws of the State of Missouri; and

**WHEREAS**, on December 20, 1991, pursuant to Ordinance No. 62477, the Board of Aldermen of the City created the Tax Increment Financing Commission of the City of St. Louis, Missouri (the "TIF Commission"); and

**WHEREAS**, the TIF Commission is duly constituted according to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (2000), as amended (the "TIF Act"), and is authorized to hold public hearings with respect to proposed redevelopment areas and redevelopment plans and to make recommendations thereon to the City; and

**WHEREAS**, staff and consultants of the City and 4100 Forest Park, LLC, a Missouri limited liability company (the "Developer"), prepared a plan for redevelopment titled "4100 Forest Park TIF Redevelopment Plan" dated February 17, 2006 (the "Redevelopment Plan"), for an area located at 4100 Forest Park in St. Louis (the "Redevelopment Area" or "Area"), which Redevelopment Area is more fully described in the Redevelopment Plan, attached hereto and incorporated herein as **Exhibit A**; and

**WHEREAS**, the Redevelopment Plan proposes to redevelop the Redevelopment Area by acquiring, renovating and rehabilitating the structure that currently exists in the Area into commercial and residential uses and other improvements, as set forth in the Redevelopment Plan (the "Redevelopment Project," or "TIF Project"); and

**WHEREAS**, on April 12, 2006 after all proper notice was given, the TIF Commission held a public hearing in conformance with the TIF Act and received comments from all interested persons and taxing districts relative to the Redevelopment Area, the Redevelopment Plan, and the Redevelopment Project; and

**WHEREAS**, on April 12, 2006, the TIF Commission found that completion of the Redevelopment Project would provide a substantial and significant public benefit through the creation of new jobs, the elimination of blight, the preservation of historic structures, the strengthening of the employment and economic base of the City, increased property values and tax revenues, stabilization of the Redevelopment Area, and facilitation of economic stability for the City as a whole, and further found that without the assistance of tax increment financing in accordance with the TIF Act, the Redevelopment Project is not financially feasible and would not otherwise be completed; and

**WHEREAS**, on April 12, 2006, the TIF Commission voted to recommend that the Board of Aldermen adopt an ordinance in the form required by the Act (i) adopting tax increment financing within the Redevelopment Area, (ii) approving the Redevelopment Plan, (iii) approving and designating the Redevelopment Area as a “redevelopment area” as provided in the Act, (iv) approving the Redevelopment Project as described within the Redevelopment Plan, and (v) approving the issuance of tax increment financing revenue notes in the amount as specified in the Redevelopment Plan; and

**WHEREAS**, the Developer has demonstrated that the Redevelopment Project would not reasonably be anticipated to be developed without the adoption of tax increment financing and, therefore, redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan is not feasible and would not otherwise be completed; and

**WHEREAS**, the Board of Aldermen has received the recommendations of the TIF Commission regarding the Redevelopment Area and the Redevelopment Plan and finds that it is desirable and in the best interests of the City to designate the Redevelopment Area as a “redevelopment area” as provided in the TIF Act, adopt the Redevelopment Plan and Redevelopment Project in order to encourage and facilitate the redevelopment of the Redevelopment Area; and

**WHEREAS**, the Redevelopment Area qualifies for the use of tax increment financing to alleviate the conditions that qualify it as a “blighted area” as provided in the TIF Act and as set forth herein; and

**WHEREAS**, it is necessary and desirable and in the best interest of the City to adopt tax increment allocation financing within the Redevelopment Area and to establish a special allocation fund for the Redevelopment Area in order to provide for the promotion of the general welfare through redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan which redevelopment includes, but is not limited to, assistance in the physical, economic, and social development of the City of St. Louis, providing for a stabilized population and plan for the optimal growth of the City of St. Louis, encouragement of a sense of community identity, safety and civic pride, preservation and restoration of property of historical and architectural value and significance and the elimination of impediments to land disposition and development in the City of St. Louis.

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

**SECTION ONE.** The Board of Aldermen hereby makes the following findings:

A. The Redevelopment Area on the whole is a “blighted area”, as defined in Section 99.805 of the TIF Act, and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. This finding includes, the Redevelopment Plan sets forth, and the Board of Aldermen hereby finds and adopts by reference: (i) a detailed description of the factors that qualify the Redevelopment Area as a “blighted area” and (ii) an affidavit, signed by the Developer and submitted with the Redevelopment Plan, attesting that the provisions of Section 99.810.1(1) of the TIF Act have been met, which description and affidavit are incorporated herein as if set forth herein.

B. The Redevelopment Plan conforms to the comprehensive plan for the development of the City as a whole.

C. In accordance with the TIF Act, the Redevelopment Plan states the estimated dates of completion of the Redevelopment Project and retirement of the financial obligations issued to pay for certain redevelopment project costs and these dates are twenty three (23) years or less from the date of approval of the Redevelopment Project.

D. A plan has been developed for relocation assistance for businesses and residences in Ordinance No. 62481 adopted December 20, 1991.

E. A cost-benefit analysis showing the economic impact of the Redevelopment Plan on each taxing district which is at least partially within the boundaries of the Redevelopment Area is on file with the St. Louis Development Corporation, which cost-benefit analysis shows the impact on the economy if the Redevelopment Project is not built, and is built pursuant to the Redevelopment Plan.

F. Redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan is not financially feasible without the assistance of tax increment financing and would not otherwise be completed.

G. The Redevelopment Plan does not include the initial development or redevelopment of any “gambling establishment” as that term is defined in Section 99.805(6) of the TIF Act.

H. The Redevelopment Area includes only those parcels of real property and improvements thereon directly and substantially benefitted by the proposed Redevelopment Project.

**SECTION TWO.** The Redevelopment Area described in the Redevelopment Plan is hereby designated as a “redevelopment area” as defined in Section 99.805(11) of the TIF Act.

**SECTION THREE.** The Redevelopment Plan as reviewed and recommended by the TIF Commission on April 12, 2006, including amendments thereto, if any, and the Redevelopment Project described in the Redevelopment Plan are hereby adopted and approved. A copy of the Redevelopment Plan is attached hereto as **Exhibit A** and incorporated herein by reference.

**SECTION FOUR.** There is hereby created and ordered to be established within the treasury of the City a separate fund to be known as the “4100 Forest Park Special Allocation Fund.” To the extent permitted by law and except as otherwise provided in the Redevelopment Plan, the City hereby pledges funds in the 4100 Forest Park Special Allocation Fund for the payment of redevelopment project costs and obligations incurred in the payment thereof.

**SECTION FIVE.** Tax increment allocation financing is hereby adopted within the Redevelopment Area. After the total equalized assessed valuation of the taxable real property in the Redevelopment Area exceeds the certified total initial equalized assessed valuation of the taxable real property in the Redevelopment Area, the ad valorem taxes, and payments in lieu of taxes, if any, arising from the levies upon taxable real property in the Redevelopment Area by taxing districts and tax rates determined in the manner provided in Section 99.855.2 of the TIF Act each year after the effective date of this Ordinance until redevelopment costs have been paid shall be divided as follows:

A. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the area selected for the Redevelopment Project shall be allocated to and, when collected, shall be paid by the City Collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing;

B. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the area selected for the Redevelopment Project and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property in the area selected for the Redevelopment Project shall be allocated to and, when collected, shall be paid to the City Treasurer, who shall deposit such payment in lieu of taxes into the 4100 Forest Park Special Allocation Fund for the purpose of paying redevelopment costs and obligations incurred in the payment thereof. Payments in lieu of taxes which are due and owing shall constitute a lien against the real estate of the Redevelopment Project from which they are derived and shall be collected in the same manner as the real property tax, including the assessment of penalties and interest where applicable.

**SECTION SIX.** In addition to the payments in lieu of taxes described in Section Five of this Ordinance, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or other taxing districts, and which are generated by economic activities within the area of the Redevelopment Project over the amount of such taxes generated by economic activities within the area of the Redevelopment Project in the calendar year prior to the adoption of the Redevelopment Project by ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri (2000) as amended, or taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri (2000) as amended, licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, shall be allocated to, and paid by the collecting officer to the City Treasurer or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the 4100 Forest Park Special Allocation Fund.

**SECTION SEVEN.** The Comptroller of the City is hereby authorized to enter into agreements or contracts with other taxing districts as is necessary to ensure the allocation and collection of the taxes and payments in lieu of taxes described in Sections Five and Six of this Ordinance and the deposit of the said taxes or payments in lieu of taxes into the 4100 Forest Park Special Allocation Fund for the payment of redevelopment project costs and obligations incurred in the payment thereof, all in accordance with the TIF Act.

**SECTION EIGHT.** The City Register is hereby directed to submit a certified copy of this Ordinance to the City Assessor, who is directed to determine the total equalized assessed value of all taxable real property within the Redevelopment Area as of the date of this Ordinance, by adding together the most recently ascertained equalized assessed value of each taxable lot, block, tract or parcel of real property within the Redevelopment Area, and shall certify such amount as the total initial equalized assessed value of the taxable real property within the Redevelopment Area.

**SECTION NINE.** The Mayor and Comptroller of the City or their designated representatives are hereby authorized and directed to take any and all actions as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such action by the Mayor and the Comptroller or their designated representatives.

**SECTION TEN.** The Mayor and the Comptroller or their designated representatives, with the advice and concurrence of the City Counselor and after approval by the Board of Estimate and Apportionment, are hereby further authorized and directed to make any changes to the documents, agreements and instruments approved and authorized by this Ordinance as may be consistent

with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such changes by the Mayor and the Comptroller or their designated representatives.

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

**SECTION TWELVE.** After adoption of this Ordinance by the Board of Aldermen, this Ordinance shall become effective on the 30th day after its approval by the Mayor or adoption over his veto; provided that if, within ninety (90) days after the effective date of an ordinance authorizing the City to enter into a redevelopment agreement pertaining to the Redevelopment Project, the Developer has not (i) executed such redevelopment agreement, and (ii) paid all fees due to the City in accordance with the terms of the redevelopment agreement, the provisions of this Ordinance shall be deemed null and void and of no effect and all rights conferred by this Ordinance on Developer, shall terminate, provided further, however, that prior to any such termination the Developer may seek an extension of time in which to execute the Redevelopment Agreement, which extension may be granted in the sole discretion of the Board of Estimate and Apportionment of the City of St. Louis.

**EXHIBIT A**  
**4100 FOREST PARK TIF REDEVELOPMENT PLAN**  
is on File in th e Register's Office.

**Approved: June 23, 2006**

**ORDINANCE #67147**  
**Board Bill No. 99**

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 a certain grant agreement offered by the United States of America (the "Grant Agreement"), acting through the Federal Aviation Administration of the United States Department of Transportation, the Grant Agreement being for Project Number 3-29-0085-99-2006, dated April 3, 2006, for a maximum federal obligation of One Million Eight Hundred Eleven Thousand Six Hundred Twenty Dollars (\$1,811,620), which is filed in the Office of the City Register [Comptroller Document No. 52897], for the reimbursement of land acquired in fee for W-1W noise mitigation within 70-74 DNL (Phase 3); and containing an emergency clause.

**BE IT SO 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 a grant agreement offered by the United States of America (the "Grant Agreement"), acting through the Federal Aviation Administration of the United States Department of Transportation, the Grant Agreement being for Project Number 3-29-0085-99-2006, dated April 3, 2006, for a maximum federal obligation of One Million Eight Hundred Eleven Thousand Six Hundred Twenty Dollars (\$1,811,620), which is filed in the Office of the City Register [Comptroller Document No. 52897], and made part hereof, for the reimbursement of land acquired in fee for W-1W noise mitigation within 70-74 DNL (Phase 3) is hereby ratified and approved.

**SECTION TWO.** All terms, conditions, statements, warranties, representations, covenants, agreements, and assurances contained in the project application and the incorporated materials referred to in the Grant Agreement are hereby ratified and approved and made a part hereof.

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

**Approved: June 30, 2006**

**ORDINANCE #67148**  
**Board Bill No. 100**

An Ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment authorizing and directing the Mayor and the Comptroller of the City of St. Louis ("St. Louis") to enter into and execute on behalf of St. Louis the "First Amendment To Agreement And Contract Of Sale" (the "First Amendment") to the "Agreement and Contract of Sale" between St. Louis, a municipal corporation that owns and operates Lambert-St. Louis International Airport®, and the Lambert Airport Eastern Perimeter Joint Development Commission, a body corporate and politic, formed in accordance with Sections 70.210-70.325 Mo. Rev. Stat., as amended (the "Commission"), dated October 5, 2005, which is filed in the Office of St. Louis' Register

(Comptroller Document No. 51590), and authorized by St. Louis Ordinance No. 66011, approved July 29, 2003 (the "Agreement"), the First Amendment, which is attached hereto as ATTACHMENT "1" and made a part hereof, modifies the Agreement, as more fully described in Section One of this Ordinance; providing that the provisions set forth in this Ordinance shall be applicable exclusively to the Agreement as amended by the First Amendment; containing a severability clause; and an emergency clause.

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

**SECTION ONE.** The Mayor and the Comptroller of the City of St. Louis ("St. Louis") are hereby authorized and directed to enter into and execute on behalf of St. Louis the "First Amendment To Agreement And Contract Of Sale" (the "First Amendment") to the "Agreement and Contract of Sale" between St. Louis, a municipal corporation that owns and operates Lambert-St. Louis International Airport®, and the Lambert Airport Eastern Perimeter Joint Development Commission, a body corporate and politic, formed in accordance with Sections 70.210-70.325 Mo. Rev. Stat., as amended (the "Commission"), dated October 5, 2005, which is filed in the Office of St. Louis' Register (Comptroller Document No. 51590), and authorized by St. Louis Ordinance No. 66011, approved July 29, 2003 (the "Agreement"); the First Amendment is to read in words and figures substantially as set out in ATTACHMENT "1" and is 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 First 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 St. Louis 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 or St. Louis Ordinance No. 66011, approved July 29, 2003.

**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 contained herein 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 to be an emergency measure as defined in Article IV, Section 20 of St. Louis' Charter and shall become effective immediately upon its approval by the Mayor of St. Louis.

**Exhibit A - Property Description and Exhibit C-1 - Property Description**  
is on file in the Register's Office.

**Approved: June 30, 2006**

**ORDINANCE #67149**  
**Board Bill No. 101**

An ordinance recommended by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of the City of St. Louis, Missouri, a municipal corporation ("St. Louis") to enter into and execute on behalf of St. Louis an "Agreement and Contract of Sale" (substantially in the form as set out in ATTACHMENT "1" which is incorporated herein), between St. Louis, the owner and operator of Lambert-St. Louis International Airport® ("Airport") which is located in St. Louis County, Missouri, and the City of Kinloch, Missouri, a municipal corporation ("Buyer"), necessary for the sale by St. Louis to Buyer of certain surplus property (the "Property") located in St. Louis County that is more fully described in Section 1 and EXHIBIT A of the Agreement and Contract of Sale in accordance with and subject to its provisions and to the applicable rules and regulations of the Federal Aviation Administration ("FAA") and the applicable provisions of the Airport's Amended and Restated Indenture of Trust dated October 15, 1984 and amended and restated on September 10, 1997 (as amended, "Airport Indentures"); providing for the deposit of the proceeds from the Agreement and Contract of Sale; authorizing and directing the Mayor and the Comptroller of St. Louis to enter into and execute on behalf of St. Louis the "Quit Claim Deed" substantially in the form as set out in EXHIBIT C to the Agreement and Contract of Sale subject to and in accordance with the terms of the Agreement and Contract of Sale, remising, releasing and forever quit-claiming unto the Buyer, its successors and assigns the Property subject to the easement and restrictive covenants as defined and provided for in the Quit Claim Deed; conditioning the execution and delivery by St. Louis of the agreements, documents, and instruments contemplated in this Ordinance on the FAA's prior written approval of: a) the release and sale of the surplus Property to the Buyer, b) the provisions of the Agreement and Contract of Sale including, without limitation, the "Purchase Price" of Three Hundred Fifty Four Thousand Dollars (\$354,000) as defined and provided for in Section 2 of the Agreement and Contract of Sale, c) Buyer's development plan for the surplus Property, and d) any other related matter required to be submitted to and approved by the FAA; authorizing the Mayor, the Comptroller, the Register, the City Counselor, and other appropriate officers, officials, agents, and employees of St. Louis with the advice of the Director of Airports to enter into and execute on behalf of St. Louis and in St. Louis' best interest any attendant or related documents, agreements, affidavits, certificates, or instruments deemed necessary to effectuate the terms set forth in the Agreement and Contract of Sale or the Quit Claim Deed, and/or deemed necessary to preserve and protect St. Louis' interest and to take such actions as are necessary or appropriate in connection with the sale of the Property or the consummation of the transactions contemplated herein; providing that the provisions set forth in this Ordinance shall be applicable exclusively to the agreements, documents, and instruments approved and/or authorized by this Ordinance, and containing a severability clause, and an emergency clause.

**WHEREAS,** pursuant to certain City of St. Louis ("St. Louis") ordinances approving the purchase of real estate required for noise abatement purposes and/or the development or improvement of Lambert-St. Louis International Airport® ("Airport"), and

in accordance with Federal Aviation Regulation (“FAR”) part 150 Noise Compatibility Program and the Federal Aviation Administration Airport Improvement Program (the “AIP”), St. Louis, acting through St. Louis’ Airport Authority, has acquired and St. Louis is the fee owner of 31 parcels containing approximately 17.9 acres located in St. Louis County, Missouri and is more fully described in EXHIBIT A to the Agreement and Contract of Sale, which is attached hereto and incorporated herein;

**WHEREAS**, pursuant to Section 809 of the Lambert-St. Louis International Airport<sup>®</sup> Amended and Restated Indenture of Trust dated October 15, 1984 and amended and restated on September 10, 1997 (as amended, the “Airport Indentures”), St. Louis and St. Louis’ Airport Authority have determined that the Property is not necessary or useful in the operation of the Airport and is not needed for further aviation purposes of the Airport and, therefore, St. Louis may dispose of or transfer the Property in order that it may be redeveloped for uses compatible with the Airport;

**WHEREAS**, pursuant to the AIP, St. Louis may dispose of the Property only upon a showing that such disposition is at a fair market value, and is in accordance with a developed land use plan as approved by the Federal Aviation Administration; and

**WHEREAS**, the Board of Aldermen hereby determines that the terms of the Agreement and Contract of Sale are acceptable and that the execution, delivery and performance by St. Louis and the Buyer of their respective obligations under the Agreement and Contract of Sale are in the best interests of St. Louis and the Airport and promote the health, safety, and welfare of its residents and the traveling public.

**NOW THEREFORE 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 (“St. Louis”) are hereby authorized and directed to enter into and execute on behalf of St. Louis the “Agreement and Contract of Sale” (substantially in the form as set out in **ATTACHMENT “1”** which is incorporated herein), between St. Louis, the owner and operator of Lambert–St. Louis International Airport<sup>®</sup> (“Airport”) which is located in St. Louis County, Missouri, and the City of Kinloch, Missouri, a municipal corporation (“Buyer”), necessary for the sale by St. Louis to Buyer of certain surplus property (the “Property”) located in St. Louis County that is more fully described in Section 1 and EXHIBIT A of the Agreement and Contract of Sale in accordance with and subject to its provisions and to the applicable rules and regulations of the Federal Aviation Administration (“FAA”) and the applicable provisions of the Airport’s Amended and Restated Indenture of Trust dated October 15, 1984 and amended and restated on September 10, 1997 (as amended, “Airport Indentures”).

**SECTION TWO.** Proceeds from the sale of the Property shall be held by St. Louis in accordance with the provisions of the Agreement and Contract of Sale and in accordance with applicable FAA rules and regulations for the release and sale or transfer of surplus property.

**SECTION THREE.** The Mayor and the Comptroller of St. Louis are hereby authorized and directed to enter into and execute on behalf of St. Louis the “Quit Claim Deed” substantially in the form as set out in EXHIBIT C to the Agreement and Contract of Sale subject to and in accordance with the terms of the Agreement and Contract of Sale, remising, releasing and forever quit-claiming unto Buyer, its successors and assigns the Property subject to the easement and restrictive covenants as defined and provided for in the Quit Claim Deed.

**SECTION FOUR.** The execution and delivery by St. Louis of the agreements, documents, and instruments contemplated in this Ordinance are hereby expressly conditioned on the FAA’s prior written approval of: a) the release and sale of the surplus Property to the Buyer, b) the provisions of the Agreement and Contract of Sale including, without limitation, the “Purchase Price” of Three Hundred Fifty Four Thousand Dollars (\$354,000) as defined and provided for in Section 2 of the Agreement and Contract of Sale, c) Buyer’s development plan for the surplus Property, and d) any other related matter required to be submitted to and approved by the FAA.

**SECTION FIVE.** The Mayor, the Comptroller, the Register, the City Counselor, and other appropriate officers, officials, agents, and employees of St. Louis with the advice of the Director of Airports are hereby authorized to enter into and execute on behalf of St. Louis and in St. Louis’ best interest any attendant or related documents, agreements, affidavits, certificates, or instruments deemed necessary to effectuate the terms set forth in the Agreement and Contract of Sale or the Quit Claim Deed, and/or deemed necessary to preserve and protect St. Louis’ interest, and to take such actions as are necessary or appropriate in connection with the sale Property or the consummation of the transactions contemplated herein.

**SECTION SIX.** The terms, covenants, and conditions set forth in this Ordinance shall be applicable exclusively to the agreements, documents, and instruments approved or authorized by this Ordinance and shall not be applicable to any other existing or future agreements, documents, or instruments unless specifically authorized by an ordinance enacted after the effective date of this Ordinance. All provisions of other ordinances of St. Louis which are in conflict with this Ordinance shall be of no force or effect as to the agreements, documents, and instruments approved and/or authorized by this Ordinance.

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

**SECTION EIGHT.** This being an Ordinance providing for public peace, health, or safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of St. Louis’ Charter and shall become effective immediately upon its approval by the Mayor of St. Louis.

**EXHIBIT C-1  
LEGAL DESCRIPTION OF THE PROPERTY**

## Land Descriptions

Zambrana Engineering, Inc. Project Number 205005.00

1. A tract of land being Lots 47 and 48 of East Kinloch Terrace First Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 24 Page 53 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 47 and 48 of East Kinloch Terrace First Addition, being bound on the East by the common line between Lots 46 and 47, on the South by the common line between Lots 47 and 48 and 17 and 18, on the West by the common line between Lots 48 and 49 and on the North by the Wesley Avenue.

2. A tract of land being Lots 26 through 38 of East Kinloch Terrace First Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County Missouri, as per plat recorded in Plat Book 24 Page 53 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 26 through 38 of East Kinloch Terrace First Addition, being bound on the East by Mable Avenue (formerly Carson Road) on the South by Fifth Street, on the West by the common lines between Lots 25 and 26, and 39 and 38, and on the North by Wesley Avenue.

3. A tract of land being Lots 23 and 24 of East Kinloch Terrace First Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County Missouri, as per plat recorded in Plat Book 24 Page 53 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 23 and 24 of East Kinloch Terrace First Addition, being bound on the East by the common line between Lots 24 and 25, on the South by Fifth Street on the West by the common line between Lots 22 and 23 and on the North by the common line between Lots 23 and 24 and 41 and 42.

4. A tract of land being Lot 43 of East Kinloch Terrace First Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County Missouri, as per plat recorded in Plat Book 24 Page 53 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lot 43 of East Kinloch Terrace First Addition, being bound on the East by the common line between Lots 42 and 43 and on the South by the common line between Lots 22 and 43, on the West by the common line between Lots 43 and 44 and on the North by Wesley Avenue.

5. A tract of land being Lot 3 of East Kinloch Terrace 3rd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County Missouri, as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lot 3 of East Kinloch Terrace 3rd Addition, being bound on the East by the common line between Lot 3 and 28, on the South by Schoolway Avenue on the West by Witt Street (formerly Lix Avenue) on the North, by the common line between Lots 3 and 4.

6. A tract of land being Lots 25 and 29 thru 32 of East Kinloch Terrace 3rd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 25 and 29 thru 32 of East Kinloch Terrace 3rd Addition, being bound on the East by the common lines between Lots 32 and 33, and 24 and 25, on the South by Schoolway Avenue, on the West by the common lines between Lots 25 and 26 thru 28 and 29 thru 32, on the North by Courtney Avenue.

7. A tract of land being Lots 18, 19, 21 thru 23 and 34 thru 39 of East Kinloch Terrace 3rd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 18, 19, 21 thru 23 and 34 thru 39 of East Kinloch Terrace 3rd Addition being bound on the East by Behle Avenue, on the South by Schoolway Avenue, thence along the common line between Lots 19 and 20, thence along the common line between Lots 20 and 37, thence along the common line between Lots 20 and 21, thence along said Schoolway Avenue, thence being bound on the West by the common line between Lots 23 and 24, and 33 and 34, on the North by Courtney Avenue.

8. A tract of land being Lots 1, 2, 7, of East Kinloch Terrace 3rd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 1, 2, 7 of East Kinloch Terrace 3rd Addition, being bound on the East by the common line between Lots 7 and 8, on the South by the common line between Lots 1 and 7 and Lots 27 thru 29 of East Kinloch Terrace 2nd Addition as per plat recorded in Plat Book 16 Page 38 of the St. Louis County recorders office, on the West by Witt Street, (formerly Lix Avenue) and on the North by Schoolway Avenue.

9. A tract of Land being Lot 29 of East Kinloch Terrace 2nd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 26 Page 38 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lot 29 of East Kinloch Terrace 2nd Addition, being bound on the East by the common line between Lots 29 and 30, on the South the Martin Luther King Boulevard, on the West by the common line between Lots 28 and 29, on the North by the common line between Lot 29 and Lot 7 of East Kinloch Terrace 3rd Addition as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office.

10. A tract of land being Lots 9 thru 12 of East Kinloch Terrace 3rd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 9 thru 12, of East Kinloch Terrace 3rd Addition, being bound on the East by the common line between Lots 12 and 13, on the South by the common line between Lots 9 thru 12 and 31 thru 34, on the West by the common line between Lots 8 and 9, and on the North by Schoolway Avenue.

11. A tract of land being Lots 15 thru 17 of East Kinloch Terrace 3rd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 15 thru 17 of East Kinloch Terrace, 3rd Addition, being bound on the East by Behle Avenue, on the South by the common line between Lots 15 thru 17 and 37 thru 39 of East Kinloch Terrace 2nd Addition as per plat recorded in Plat Book 26 Page 38 of the St. Louis County recorders office, on the West by the common line between Lots 14 and 15 and on the North by Schoolway Avenue.

12. A tract of land being Lots 34 thru 39 of East Kinloch Terrace 2nd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 26 Page 38 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 34 thru 39 of East Kinloch Terrace 2nd Addition, being bound on the East by Behle Avenue, on the South by Martin Luther King Boulevard, (formerly Oak Ridge Avenue) on the West by the common line between Lots 33 and 34 and on the North by the common line between Lots 34 thru 39 and Lots 12 thru 17 of East Kinloch Terrace 3rd Addition as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office.

13. A tract of Land being Lots 15 thru 18 of East Kinloch Terrace 2nd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 26 Page 38 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 15 thru 18 of East Kinloch Terrace 2nd Addition, being bound on the East by the common line between Lots 14 and 15, on the South by the common line between Lots 9 thru 12 and 15 thru 18, on the West by the common line between Lots 18 and 19, and on the North by Martin Luther King Boulevard, (formerly Oak Ridge Avenue).

14. A tract of land being Lot 13 of East Kinloch Terrace 2nd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 26 Page 38 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lot 13 of East Kinloch Terrace 2nd Addition, being bound on the East by Behle Avenue, on the South by Wesley Avenue, on the West by the common line between Lots 12 and 13, on the North by the common line between Lots 13 and 14.

15. A tract of land being Lots 16, 18, 20 and the West 12.5 feet of Lot 22 of Nora-Dale Subdivision, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 100 Page

88 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 16, 18, 20 and the West 12.5 feet of Lot 22 of Nora-Dale Subdivision, being bound on the East by the line 12.5 feet East of and parallel with the West line of Lot 22, on the South by the common line between Lots 16, 18, 20, 22, and 15, 17, 19, 21, and on the West by the common line between Lots 14 and 16, and on the North by Courtney Avenue.

16. A tract of land being Lots 36 and 38 of Nora-Dale Subdivision, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 100 Page 88 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 36 and 38 of Nora-Dale Subdivision, being bound on the East by the common line between Lots 38 and 40, on the South by the common line between Lots 36, 38 and 35, 37, on the West by the common line between Lots 34 and 36, and on the North by Courtney Avenue.

17. A tract of land being Lots 35, 37, 39, 41, 43, 45, and 47 thru 50 of Nora-Dale Subdivision, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 100 Page 88 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 35, 37, 39, 41, 43, 45, and 47 thru 50 of Nora-Dale Subdivision, being bound on the East by Thurston Avenue, on the South by Schoolway Avenue, on the West by the common line between Lots 33 and 35, on the North by the common line between Lots 35, 37, 39, 41, 43, 45, and Lots 36, 38, 40, 42, 44, 46, and on the West by the common line between Lots 46 and 48, and on the North by Courtney Avenue.

18. A tract of land being Lots 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, and 29 of Nora-Dale Subdivision, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 100 Page 88 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, and 29 of Nora-Dale Subdivision, being bound on the East by the common line between Lots 29 and 31, on the South by Schoolway Avenue, on the West by the common line between Lots 5 and 7, and on the North by the common line between Lots 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29 and 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, and 30.

19. A tract of land being Lots 1 thru 6, and 47 thru 55 in Block 34 of South Kinloch Park Fourth Subdivision, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 10 Page 48 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 1 thru 6 and 47 thru 55 in Block 34 of South Kinloch Park Fourth Subdivision, being bound on the East by Evelyn Street, on the South by the common line between Lots 46 and 47, on the West by the common line between Lots 47 thru 52 and 12 thru 6, thence along the common line between Lots 6 and 7, thence bound by Mable Avenue, thence bound on the North by Carson Road.

20. A tract of land being Lots 11 and 12 in Block 34 of South Kinloch Park Fourth Subdivision, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 10 Page 48 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 11 and 12 in Block 34 of South Kinloch Park Fourth Subdivision, being bound on the West by the common line between Lots 11 and 12 and 48 and 49, on the South by the common line between Lots 12 and 13, on the West by Mable Avenue, and on the North by a common line between Lots 10 and 11.

21. A tract of land being Lots 15 thru 34 in Block 34 of South Kinloch Park Fourth Subdivision, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 10 Page 48 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 15 thru 34 in Block 34 of South Kinloch Park Fourth Subdivision, being bound on the East by Evelyn Street, on the South by Granberry Street, on the West by Mable Avenue, and on the North by the common lines between Lots 14 and 15, thence along the common line between Lots 15 thru 24 and 35 thru 44, thence along the common line between Lots 34 and 35.

22. A tract of Land being Lots 1 thru 3 and 38 thru 40 in Block 33 of South Kinloch Park Fourth Subdivision, Township 46 North, Range 6 East, St. Louis County, Missouri, as per plat recorded in Plat Book 10 Page 48 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 1 thru 3 and 38 thru 40 in Block 33 of South Kinloch Park Fourth Subdivision, being bound on the East by Evelyn Street, on the South by the common line between Lots 3 and 4 and 37 and 38, on the West by Mable Avenue, and on the North by Granberry Street.

23. A tract of land containing four separate tracts of land in Section 10, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County Missouri, said tract being more particularly described as follows:

A tract of land being bound on the East by the Western line of a tract of land conveyed to William and Louise Gibbs, as per deed recorded in Deed Book 6972 Page 2264 of the St. Louis County recorders office, and the Western line of a tract conveyed to Ann Barenberg as per deed recorded in Deed Book 10206 Page 2471 of the St. Louis County recorders office, bound on the South by Schoolway Avenue, on the West by Behle Avenue, and on the North by Courtney Avenue.

24. A tract of land being in Section 10, Township 46 North, Range 6 East, St. Louis County Missouri, being a tract conveyed to the City of St. Louis by deed recorded in Deed Book 9189 Page 2032 of the St. Louis County recorders office and also being know as 8153 Wesley Avenue.

25. A tract of land containing 3 parcels of land in Section 10, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, said tract being more particularly described as follows:

A tract of land being bound on the East by the West line of a tract of land conveyed to St. Louis County, by deed recorded in Deed Book 15820 Page 2021 of the St. Louis County recorders office, being bound on the South by the Northern line of several tracts of land conveyed to Southern Mission Missionary Baptist Church as per deeds recorded in Deed Book 9565 Page 1863, Deed Book 8839 Page 1752 and Deed Book 8784 Page 1460 of the St. Louis County recorders office, bound on the West by Behle Avenue and on the North by Martin Luther King Boulevard, (formerly Oak Ridge Avenue).

26. A tract of land containing two tracts in Section 10, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, said tract being more particularly described as follows:

A tract of land being bound on the South by Wesley Avenue, on the West, North and East by property conveyed to Kinloch Church of God per deeds recorded in Deed Book 9102 Page 1057 and Deed Book 5713 Page 338 of the St. Louis County recorders office.

27. A tract of land containing two tracts in Section 10, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, said tract being more particularly described as follows:

A tract of land being bound on the East by Mable Avenue, on the South by Wesley Avenue, on the West and North by the East and South lines of a tract conveyed to Kinloch Church of God, per deed recorded in Deed Book 5713 Page 338 of the St. Louis County recorders office.

28. A tract of land in the Northeast corner of Wesley Avenue and Jones Street conveyed to the City of St. Louis by deed recorded in Deed Book 11348 Page 1333 of the St. Louis County recorders office and also known as 8047 Wesley Avenue.

29. A tract of land in Section 10, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, said tract being more particularly described as follows:

Tract bounded on the East by a tract conveyed to Kenneth Rice by deed conveyed in Deed Book 12335 Page 1751 of the St. Louis County recorders office, bound on the South by the North line of a tract conveyed to Otis Hughes by deed recorded in Deed Book 13181 Page 1601 of the St. Louis County recorders office, bound on the West by Behle Avenue, bound on the North by Schoolway Avenue.

30. A tract of land in Section 10, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, said tract being more particularly described as follows:

Tract bounded on the East by a tract conveyed to City of Kinloch by deed recorded in Deed Book 7429 Page 696 of the St. Louis County recorders office, being bound on the South by the North line of a tract conveyed to Kate Walker by deed recorded in Deed Book 8403 Page 887 of the St. Louis County recorders office, bound on the West by a tract conveyed to City of Kinloch by deed recorded in Deed Book 6847 Page 2141 of the St. Louis County recorders office, bound on the North by Schoolway Avenue.

31. A tract of land containing eleven parcels in Section 10, Township 46 North, Range 6 East of the Fifth Principal

Meridian, St. Louis County, Missouri, said tract being more particularly described as follows:

Tract bound on the North by Schoolway Avenue, on the East by the Western lines of a tract conveyed to City of Kinloch by deed recorded in Deed Book 6847 Page 2141 of the St. Louis County recorders office, and a tract conveyed to Kate Walker per deed recorded in Deed Book 8403 Page 887 of the St. Louis County recorders office, being bound on the South by Martin Luther King Boulevard, (formerly Oak Ridge Avenue) being bound on the West by the Eastern lines of tracts conveyed to Otis Hughes by deed recorded in Deed Book 13181 Page 1601 and Kenneth Rice by deed recorded in Deed Book 12335 Page 1751 of the St. Louis County recorders office.

The area of all 31 combined parcels is 17.9 Acres.

These descriptions prepared from Subdivision Plats and Assessor information only.

March 29, 2005 revised

KINLOCH-EXHIBIT C-1, LEGAL DESCRIP (SAME AS EXH A), REVISED FINAL 3-29-05, MAP

**EXHIBIT A  
LEGAL DESCRIPTION OF THE PROPERTY**

Land Descriptions

Zambrana Engineering, Inc. Project Number 205005.00

1. A tract of land being Lots 47 and 48 of East Kinloch Terrace First Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 24 Page 53 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 47 and 48 of East Kinloch Terrace First Addition, being bound on the East by the common line between Lots 46 and 47, on the South by the common line between Lots 47 and 48 and 17 and 18, on the West by the common line between Lots 48 and 49 and on the North by the Wesley Avenue.

2. A tract of land being Lots 26 through 38 of East Kinloch Terrace First Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County Missouri, as per plat recorded in Plat Book 24 Page 53 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 26 through 38 of East Kinloch Terrace First Addition, being bound on the East by Mable Avenue (formerly Carson Road) on the South by Fifth Street, on the West by the common lines between Lots 25 and 26, and 39 and 38, and on the North by Wesley Avenue.

3. A tract of land being Lots 23 and 24 of East Kinloch Terrace First Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County Missouri, as per plat recorded in Plat Book 24 Page 53 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 23 and 24 of East Kinloch Terrace First Addition, being bound on the East by the common line between Lots 24 and 25, on the South by Fifth Street on the West by the common line between Lots 22 and 23 and on the North by the common line between Lots 23 and 24 and 41 and 42.

4. A tract of land being Lot 43 of East Kinloch Terrace First Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County Missouri, as per plat recorded in Plat Book 24 Page 53 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lot 43 of East Kinloch Terrace First Addition, being bound on the East by the common line between Lots 42 and 43 and on the South by the common line between Lots 22 and 43, on the West by the common line between Lots 43 and 44 and on the North by Wesley Avenue.

5. A tract of land being Lot 3 of East Kinloch Terrace 3rd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County Missouri, as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lot 3 of East Kinloch Terrace 3rd Addition, being bound on the East by the common line between Lot 3 and 28, on the South by Schoolway Avenue on the West by Witt Street (formerly Lix Avenue) on the North, by the common line between Lots 3 and 4.

6. A tract of land being Lots 25 and 29 thru 32 of East Kinloch Terrace 3rd Addition, Township 46 North, Range

6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 25 and 29 thru 32 of East Kinloch Terrace 3rd Addition, being bound on the East by the common lines between Lots 32 and 33, and 24 and 25, on the South by Schoolway Avenue, on the West by the common lines between Lots 25 and 26 thru 28 and 29 thru 32, on the North by Courtney Avenue.

7. A tract of land being Lots 18, 19, 21 thru 23 and 34 thru 39 of East Kinloch Terrace 3rd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 18, 19, 21 thru 23 and 34 thru 39 of East Kinloch Terrace 3rd Addition being bound on the East by Behle Avenue, on the South by Schoolway Avenue, thence along the common line between Lots 19 and 20, thence along the common line between Lots 20 and 37, thence along the common line between Lots 20 and 21, thence along said Schoolway Avenue, thence being bound on the West by the common line between Lots 23 and 24, and 33 and 34, on the North by Courtney Avenue.

8. A tract of land being Lots 1, 2, 7, of East Kinloch Terrace 3rd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 1, 2, 7 of East Kinloch Terrace 3rd Addition, being bound on the East by the common line between Lots 7 and 8, on the South by the common line between Lots 1 and 7 and Lots 27 thru 29 of East Kinloch Terrace 2nd Addition as per plat recorded in Plat Book 16 Page 38 of the St. Louis County recorders office, on the West by Witt Street, (formerly Lix Avenue) and on the North by Schoolway Avenue.

9. A tract of Land being Lot 29 of East Kinloch Terrace 2nd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 26 Page 38 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lot 29 of East Kinloch Terrace 2nd Addition, being bound on the East by the common line between Lots 29 and 30, on the South the Martin Luther King Boulevard, on the West by the common line between Lots 28 and 29, on the North by the common line between Lot 29 and Lot 7 of East Kinloch Terrace 3rd Addition as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office.

10. A tract of land being Lots 9 thru 12 of East Kinloch Terrace 3rd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 9 thru 12, of East Kinloch Terrace 3rd Addition, being bound on the East by the common line between Lots 12 and 13, on the South by the common line between Lots 9 thru 12 and 31 thru 34, on the West by the common line between Lots 8 and 9, and on the North by Schoolway Avenue.

11. A tract of land being Lots 15 thru 17 of East Kinloch Terrace 3rd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 15 thru 17 of East Kinloch Terrace, 3rd Addition, being bound on the East by Behle Avenue, on the South by the common line between Lots 15 thru 17 and 37 thru 39 of East Kinloch Terrace 2nd Addition as per plat recorded in Plat Book 26 Page 38 of the St. Louis County recorders office, on the West by the common line between Lots 14 and 15 and on the North by Schoolway Avenue.

12. A tract of land being Lots 34 thru 39 of East Kinloch Terrace 2nd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 26 Page 38 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 34 thru 39 of East Kinloch Terrace 2nd Addition, being bound on the East by Behle Avenue, on the South by Martin Luther King Boulevard, (formerly Oak Ridge Avenue) on the West by the common line between Lots 33 and 34 and on the North by the common line between Lots 34 thru 39 and Lots 12 thru 17 of East Kinloch Terrace 3rd Addition as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office.

13. A tract of Land being Lots 15 thru 18 of East Kinloch Terrace 2nd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 26 Page 38 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 15 thru 18 of East Kinloch Terrace 2nd Addition, being bound on the East by the common line between Lots 14 and 15, on the South by the common line between Lots 9 thru 12 and 15 thru 18, on the West by the common line between Lots 18 and 19, and on the North by Martin Luther King Boulevard, (formerly Oak Ridge Avenue).

14. A tract of land being Lot 13 of East Kinloch Terrace 2nd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 26 Page 38 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lot 13 of East Kinloch Terrace 2nd Addition, being bound on the East by Behle Avenue, on the South by Wesley Avenue, on the West by the common line between Lots 12 and 13, on the North by the common line between Lots 13 and 14.

15. A tract of land being Lots 16, 18, 20 and the West 12.5 feet of Lot 22 of Nora-Dale Subdivision, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 100 Page 88 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 16, 18, 20 and the West 12.5 feet of Lot 22 of Nora-Dale Subdivision, being bound on the East by the line 12.5 feet East of and parallel with the West line of Lot 22, on the South by the common line between Lots 16, 18, 20, 22, and 15, 17, 19, 21, and on the West by the common line between Lots 14 and 16, and on the North by Courtney Avenue.

16. A tract of land being Lots 36 and 38 of Nora-Dale Subdivision, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 100 Page 88 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 36 and 38 of Nora-Dale Subdivision, being bound on the East by the common line between Lots 38 and 40, on the South by the common line between Lots 36, 38 and 35, 37, on the West by the common line between Lots 34 and 36, and on the North by Courtney Avenue.

17. A tract of land being Lots 35, 37, 39, 41, 43, 45, and 47 thru 50 of Nora-Dale Subdivision, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 100 Page 88 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 35, 37, 39, 41, 43, 45, and 47 thru 50 of Nora-Dale Subdivision, being bound on the East by Thurston Avenue, on the South by Schoolway Avenue, on the West by the common line between Lots 33 and 35, on the North by the common line between Lots 35, 37, 39, 41, 43, 45, and Lots 36, 38, 40, 42, 44, 46, and on the West by the common line between Lots 46 and 48, and on the North by Courtney Avenue.

18. A tract of land being Lots 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, and 29 of Nora-Dale Subdivision, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 100 Page 88 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, and 29 of Nora-Dale Subdivision, being bound on the East by the common line between Lots 29 and 31, on the South by Schoolway Avenue, on the West by the common line between Lots 5 and 7, and on the North by the common line between Lots 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29 and 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, and 30.

19. A tract of land being Lots 1 thru 6, and 47 thru 55 in Block 34 of South Kinloch Park Fourth Subdivision, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 10 Page 48 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 1 thru 6 and 47 thru 55 in Block 34 of South Kinloch Park Fourth Subdivision, being bound on the East by Evelyn Street, on the South by the common line between Lots 46 and 47, on the West by the common line between Lots 47 thru 52 and 12 thru 6, thence along the common line between Lots 6 and 7, thence bound by Mable Avenue, thence bound on the North by Carson Road.

20. A tract of land being Lots 11 and 12 in Block 34 of South Kinloch Park Fourth Subdivision, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 10 Page 48 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 11 and 12 in Block 34 of South Kinloch Park Fourth Subdivision, being bound on the West by the common line between Lots 11 and 12 and 48 and 49, on the South by the common line between Lots 12 and 13, on the West by Mable Avenue, and on the North by a common line between Lots 10 and 11.

21. A tract of land being Lots 15 thru 34 in Block 34 of South Kinloch Park Fourth Subdivision, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 10 Page 48 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 15 thru 34 in Block 34 of South Kinloch Park Fourth Subdivision, being bound on the East by Evelyn Street, on the South by Granberry Street, on the West by Mable Avenue, and on the North by the common lines between Lots 14 and 15, thence along the common line between Lots 15 thru 24 and 35 thru 44, thence along the common line between Lots 34 and 35.

22. A tract of Land being Lots 1 thru 3 and 38 thru 40 in Block 33 of South Kinloch Park Fourth Subdivision, Township 46 North, Range 6 East, St. Louis County, Missouri, as per plat recorded in Plat Book 10 Page 48 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 1 thru 3 and 38 thru 40 in Block 33 of South Kinloch Park Fourth Subdivision, being bound on the East by Evelyn Street, on the South by the common line between Lots 3 and 4 and 37 and 38, on the West by Mable Avenue, and on the North by Granberry Street.

23. A tract of land containing four separate tracts of land in Section 10, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County Missouri, said tract being more particularly described as follows:

A tract of land being bound on the East by the Western line of a tract of land conveyed to William and Louise Gibbs, as per deed recorded in Deed Book 6972 Page 2264 of the St. Louis County recorders office, and the Western line of a tract conveyed to Ann Barenberg as per deed recorded in Deed Book 10206 Page 2471 of the St. Louis County recorders office, bound on the South by Schoolway Avenue, on the West by Behle Avenue, and on the North by Courtney Avenue.

24. A tract of land being in Section 10, Township 46 North, Range 6 East, St. Louis County Missouri, being a tract conveyed to the City of St. Louis by deed recorded in Deed Book 9189 Page 2032 of the St. Louis County recorders office and also being know as 8153 Wesley Avenue.

25. A tract of land containing 3 parcels of land in Section 10, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, said tract being more particularly described as follows:

A tract of land being bound on the East by the West line of a tract of land conveyed to St. Louis County, by deed recorded in Deed Book 15820 Page 2021 of the St. Louis County recorders office, being bound on the South by the Northern line of several tracts of land conveyed to Southern Mission Missionary Baptist Church as per deeds recorded in Deed Book 9565 Page 1863, Deed Book 8839 Page 1752 and Deed Book 8784 Page 1460 of the St. Louis County recorders office, bound on the West by Behle Avenue and on the North by Martin Luther King Boulevard, (formerly Oak Ridge Avenue).

26. A tract of land containing two tracts in Section 10, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, said tract being more particularly described as follows:

A tract of land being bound on the South by Wesley Avenue, on the West, North and East by property conveyed to Kinloch Church of God per deeds recorded in Deed Book 9102 Page 1057 and Deed Book 5713 Page 338 of the St. Louis County recorders office.

27. A tract of land containing two tracts in Section 10, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, said tract being more particularly described as follows:

A tract of land being bound on the East by Mable Avenue, on the South by Wesley Avenue, on the West and North by the East and South lines of a tract conveyed to Kinloch Church of God, per deed recorded in Deed Book 5713 Page 338 of the St. Louis County recorders office.

28. A tract of land in the Northeast corner of Wesley Avenue and Jones Street conveyed to the City of St. Louis by deed recorded in Deed Book 11348 Page 1333 of the St. Louis County recorders office and also known as 8047 Wesley Avenue.

29. A tract of land in Section 10, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County,



## EXHIBIT C

## FORM OF QUIT CLAIM DEED

**THIS QUIT CLAIM DEED**, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2006, by and between THE CITY OF ST. LOUIS, a Municipal Corporation of the State of Missouri, whose address is City Hall, Room 200, 1200 Market Street, St. Louis, Missouri 63103 (the "**Grantor**"), and THE CITY OF KINLOCH, a Municipal Corporation of the State of Missouri, whose address is 5990 Monroe Street, Kinloch, Missouri, 63140 (the "**Grantee**").

**WITNESSETH:** that Grantor, for and in consideration of that certain monetary consideration paid by the Grantee and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents REMISE, RELEASE AND QUIT-CLAIM unto the Grantee, its successors and assigns, the following described real estate, situated in the County of St. Louis, and State of Missouri, to wit:

See **EXHIBIT C-1** attached hereto and incorporated into this deed (the "**Property**").

**SUBJECT TO** the Aviagation Easement (as hereinafter defined) and the Restrictive Covenant (as hereinafter defined), as expressly reserved as provided below.

**TO HAVE AND TO HOLD** the Property, together with all rights and appurtenances to the same belonging, unto said Grantee, and to its successors and assigns, so that neither said Grantor, nor its heirs, successors and assigns, or 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 Property, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

For the purposes hereof the term "**Aircraft**" shall mean any contrivance now known or hereafter invented, designed or used for navigation or flight in air or space involving either persons or property. For the purposes hereof, the term "**Navigational Air Space**" shall mean all of the space above the Property as defined or established under FAR Part 77 or subsequent and additional regulations of the Federal Aviation Administration ("**FAA**") as applied to Lambert-St. Louis International Airport® (the "**Airport**").

Grantor does hereby reserve and declare for the Grantor and its successors and assigns for the use and benefit of said Grantor and the public, a perpetual and assignable aviagation easement and right-of-way, (the "**Aviagation Easement**") for (i) the free and unobstructed passage of aircraft in, through, and across all the Navigational Air Space or Aviagation Easement (ii) the entry in, through, across, or upon the Property, the Navigational Air Space, or Aviagation Easement of such noise, vibration, fumes, dust, fuel particles, illumination, radio or any other type of transmission (including, without limitation, transmissions which may interfere with television or other commercial, public and private broadcasts or transmission), and any other effects, all as may be allowed in, caused by, or result from the maintenance or operation of Aircraft or the arrival and departure of Aircraft in, on, to and from the Airport, or the maintenance or operation of the Airport; and (iii) the marking and lighting of obstructions to air navigation, including but not limited to any and all buildings, structures or other improvements and trees or other objects which extend into the Navigational Air Space or Aviagation Easement.

Grantor does hereby reserve and declare for the Grantor and its successors and assigns for the use and benefit of said Grantor and the public, and, in accepting this deed the Grantee, on its behalf and on behalf of all successors in interest in the Property, agrees that the Property shall be subject to the following restrictions with respect to its use: (i) no structure, building, facility, improvement, or object of natural growth shall be permitted upon the Property which encroaches upon or extends into the Navigational Air Space or Aviagation Easement; (ii) the Property shall not be used in such manner as to create electrical interference with radio communication to or from any Aircraft, (iii) the Property shall not be used in any manner which would be a hazard to the flight of Aircraft within the Navigational Air Space, interfere with the navigational and/or communications facilities or navigational aids serving the Airport, make it difficult for Aircraft pilots to distinguish between Airport lights and other lights, impair visibility in the vicinity of the Airport, endanger the landing, taking off, operation, or maneuvering of Aircraft, or constitute an obstruction to air navigation, as defined from time to time by application of the criteria of FAR Part 77 or subsequent additional regulations of the FAA; (iv) the Property shall not be used in such a manner as would violate any applicable federal, state, or local laws or regulations relating to interference with landing, taking off, operation, or maneuvering of Aircraft at the Airport; (v) that development of the Property shall be carried out in compliance with applicable federal and state laws and regulations relating to discovery of "historic property" as defined and provided for in 36 CFR 800.16(l)(1), as may be amended from time to time; (vi) that development of the Property shall be carried out in compliance with applicable federal and state laws and regulations regarding wetlands; and (vii) that prior to the commencement of any construction on the Property, the FAA shall be provided notice of proposed construction or alteration to the Property in a form acceptable to the FAA (currently FAA Form 7460-1 entitled "Notice of Proposed Construction or Alteration") for its review and unobjectional determination that the proposed construction or alteration is not in conflict with any of the foregoing restrictions on the use of the Property (collectively the "**Restrictive Covenants**").

The Aviagation Easement and the Restrictive Covenants are and shall be easements and real covenants running with the title to the Property and shall burden and bind the Property for the duration hereof. To that end, the Aviagation Easement and the Restrictive Covenants shall be deemed incorporated into all deeds, easements, and conveyances hereinafter made by the Grantee and any successor in interest thereto. Every party acquiring or holding any interest or estate in any portion of the Property shall take or hold such interest or estate, or the security interest with respect thereto, with notice of the Aviagation Easement and the Restrictive Covenants, and in accepting such interest or estate in, or a security interest with respect to, any portion of the Property, such party shall be deemed to have assented to all of the terms and provisions hereof.



Name(print): \_\_\_\_\_  
Notary Public

My term expires:

“GRANTEE”:

**CITY OF KINLOCH, MISSOURI:**  
Pursuant to city of Kinloch Ordinance No. 2013 approved July 6 17, 2005.

APPROVED BY:

ATTESTED TO BY:

\_\_\_\_\_

\_\_\_\_\_ Date

Title: Mayor, City of Kinloch

Title: City Clerk, City of Kinloch

APPROVED AS TO FORM BY:

\_\_\_\_\_

Title: City Attorney, City of Kinloch

STATE OF MISSOURI            )  
  )        SS:  
COUNTY OF \_\_\_\_\_  )

On this \_\_\_\_ day of \_\_\_\_\_, 2006, before me appeared Keith L. Conway to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Kinloch, a municipal corporation of the State of Missouri, and that said instrument was signed on behalf of said city, by authority of its \_\_\_\_\_ and they acknowledged said instrument to be the free act and deed of said city.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal in the city and state aforesaid on the day and year first above written.

\_\_\_\_\_  
(signature)

Name(print): \_\_\_\_\_  
Notary Public

My term expires:

KINLOCH-EXH C, FORM OF QUIT CLAIM DEED, CLEAN DRAFT 8-19-05, MAP- updated 4-28-06

**EXHIBIT C-1**

**LEGAL DESCRIPTION OF THE PROPERTY**

**Lambert Airport  
Kinloch Development (Phase 1)  
(17.9 Acres more or less)**

KINLOCH- EXHIBIT C-1 (SAME AS EXHIBIT A) LEGAL DESCRIPTION, FINAL 3-29-05, MAP

**ATTACHMENT 1**

**CITY OF ST. LOUIS  
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®**

**AGREEMENT AND CONTRACT OF SALE**

**SELLER: CITY OF ST. LOUIS, MISSOURI**

**BUYER: CITY OF KINLOCH, MISSOURI**

**CONTRACT NO: #**

**AUTHORIZED BY ORDINANCE NO: \_\_\_\_\_**

## TABLE OF CONTENTS

1.	PURCHASE OF PROPERTY .....	4
2.	PURCHASE PRICE .....	5
3.	CLOSING DATE .....	5
4.	TITLE TRANSFER .....	6
5.	TRANSFER OF POSSESSION .....	6
6.	CLOSING COSTS AND PRORATIONS .....	6
7.	LEASES .....	7
8.	INSPECTIONS OF PROPERTY .....	8
9.	DOCUMENTS TO BE DEPOSITED WITH TITLE COMPANY BY ST. LOUIS .....	12
10.	DOCUMENTS TO BE DEPOSITED WITH TITLE COMPANY BY KINLOCH .....	13
11.	CONDITIONS PRECEDENT TO ST. LOUIS'S AND KINLOCH'S OBLIGATIONS .....	13
12.	PERMITS .....	14
13.	ENVIRONMENTAL CONDITIONS .....	14
14.	RISK OF LOSS AND INSURANCE .....	14
15.	FORM OF CONVEYANCE AND TITLE INSURANCE .....	15
16.	GENERAL CONDITION OF PROPERTY .....	17
17.	LIENS .....	17
18.	TIME IS OF THE ESSENCE .....	17
19.	REMEDIES UPON DEFAULT .....	17
20.	ASSIGNMENT .....	18
21.	ACKNOWLEDGMENT OF TERMS AND CONDITIONS OF SALE .....	18
22.	ENTIRE AGREEMENT .....	18
23.	WAIVER .....	18
24.	REQUIRED APPROVALS .....	19
25.	SEVERABILITY .....	19
26.	NOTICES .....	19
27.	ADDITIONAL WARRANTIES .....	20
28.	GOVERNING LAW .....	20
29.	MISCELLANEOUS PROVISIONS .....	21
30.	BROKERAGE COMMISSION .....	22
31.	SURVIVAL .....	22
32.	KNOWLEDGE .....	22
33.	FAA APPROVAL .....	22

**CITY OF ST. LOUIS  
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®**

**AGREEMENT AND CONTRACT OF SALE**

**THIS AGREEMENT AND CONTRACT OF SALE** is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006 (the “**Agreement**”), by and between THE CITY OF ST. LOUIS, MISSOURI, a municipal corporation, as seller (“**St. Louis**”) and CITY OF KINLOCH, MISSOURI, a municipal corporation, as buyer (“**Kinloch**”).

**WITNESSETH THAT:**

**WHEREAS**, St. Louis is the owner and operator of Lambert-St. Louis International Airport® (the “**Airport**”) which is located in St. Louis County, Missouri;

**WHEREAS**, St. Louis desires to sell to Kinloch and Kinloch desires to purchase and acquire from St. Louis certain surplus real estate situated in the County of St. Louis, Missouri as further described herein; and

**WHEREAS**, the execution and delivery of this Agreement by St. Louis and/or Kinloch is hereby expressly contingent on the prior written approval by the Federal Aviation Administration (“**FAA**”) of: a) the release and sale of said surplus real estate to Kinloch, b) the provisions of this Agreement, c) Kinloch’s Development Plan for said surplus real estate, and d) any other related matter required to be submitted to and approved by the FAA.

**NOW THEREFORE**, in consideration of the terms, covenants, warranties, and conditions herein, to be faithfully kept and performed by St. Louis and Kinloch, it is agreed as follows:

**1. PURCHASE OF PROPERTY.** Kinloch hereby agrees to purchase and St. Louis hereby offers and agrees to sell all of St. Louis’ rights, title, and interest in and to the real property located within the boundary described in **EXHIBIT “A”** entitled “Legal Description of the Property,” which is attached hereto and incorporated herein, together with all improvements and fixtures thereon and appurtenances thereto including all rights-of-way adjacent to said real property and all abutters and access rights thereto and all water and mineral rights owned by St. Louis, if any, collectively hereinafter referred to as the “**Property**,” subject to certain leases and tenancies (the “**Leases**”) affecting the Property reviewed and approved by Kinloch and adjustments based on title investigations or surveys identified and mutually agreed to by St. Louis and Kinloch, as provided for in Section 15 below. All

Leases known by St. Louis to be affecting the Property, if any, are more particularly described in **EXHIBIT "B"**, which is entitled "Tenant List" and is attached hereto and incorporated herein (see section 7 entitled "**Leases**").

**2. PURCHASE PRICE.** The "**Purchase Price**" for the Property shall be THREE HUNDRED FIFTY FOUR THOUSAND DOLLARS (\$354,000.00), which both parties agree and acknowledge to be the fair market value of the Property based on appraisals of the Property, which take into account the highest and best use of the Property and the fact that the Property is sold "**AS IS**" and may be subject to certain title defects and monetary liens. At the Closing (defined in Section 3 below) and upon the delivery of the Quit Claim Deed as hereinafter provided, Kinloch shall pay to St. Louis, by wire-transfer of good, current, immediately available funds, the Purchase Price subject to the closing costs, prorations and adjustments as provided in Section 6 below (the "**Closing Payment**"). Kinloch understands and agrees that St. Louis shall have full discretion to use the Closing Payment as it so desires and such discretion shall not be subject to the approval of Kinloch. Further, Kinloch acknowledges and understands that the net proceeds obtained by St. Louis from the sale of the Property are considered to be Airport revenue and must be deposited by St. Louis into an interest bearing account and reinvested in an approved noise compatibility project for Airport purposes as agreed to by the FAA.

**3. CLOSING DATE.** The consummation of the sale transaction contemplated herein (the "**Closing**") shall occur at the offices of Gateway Title Company, 1600 South Hanley Road, suite 100, St. Louis, Missouri 63144, the title company, closing agent and escrow agent (the "**Title Company**"), or at such other place or title company as may be agreed on by the parties hereto in writing. The Closing shall occur on the date (the "**Closing Date**") designated by the written notice constituting the "**Closing Notice**", as hereinafter provided. Following the satisfaction or waiver pursuant to the terms of this Agreement of all conditions precedent to the occurrence of the Closing on the part of both Kinloch and/or St. Louis, as applicable (the date upon which the last such condition precedent is to be satisfied or waived being referred to as the "**Contingency Satisfaction Date**"), Kinloch may give the Closing Notice to St. Louis setting the Closing Date, provided that neither party has validly terminated this Agreement pursuant to any termination right granted hereunder, and further provided that the Closing Date so designated in the Closing Notice must be a date more than fifteen (15) and less than sixty (60) days after the date of the Closing Notice (unless otherwise mutually agreed to by St. Louis and Kinloch in writing). If Kinloch has not given the Closing Notice within thirty (30) days after the aforesaid Contingency Satisfaction Date, then St. Louis may give the Closing Notice to Kinloch setting the Closing Date, provided that neither party has validly terminated this Agreement pursuant to any termination right granted hereunder, and further provided that the Closing Date so designated in the Closing Notice must be a date more than fifteen (15) and less than sixty (60) days after the date of the Closing Notice (unless otherwise mutually agreed to by St. Louis and Kinloch in writing). If neither Kinloch nor St. Louis has given a timely Closing Notice as provided for herein within forty-five (45) days after the maximum time period provided for FAA approval pursuant to Section 33 below, then this Agreement shall be null and void, unless the parties hereto mutually agree in writing to extend the time to close the sale on the Property.

- A. **Title Company Authorization.** Unless otherwise agreed to by St. Louis and Kinloch, St. Louis and Kinloch shall each deposit thirteen (13) original executed counterparts of this Agreement with the Title Company and shall direct the Title Company to distribute completed sets of the fully executed Agreement to the parties (8 to St. Louis and 4 to Kinloch), and to retain one (1) set for its records. The date on which the Title Company receives the last executed counterpart shall be the effective date of this Agreement (the "Effective Date"), and the Effective Date for this Agreement shall be written by the Title Company below:

Effective Date: \_\_\_\_\_

The Title Company is hereby authorized and instructed to deliver the documents and moneys to be deposited with it pursuant to the terms, covenants and conditions contained herein. Kinloch and St. Louis shall, on or before Closing, execute any and all documents and perform any and all acts in "good faith" reasonably necessary or appropriate to close the purchase and sale of the Property pursuant to the terms, covenants, warranties, and conditions of this Agreement.

**4. TITLE TRANSFER.** The sale and purchase of the Property shall be effective upon Closing and title to the Property shall transfer at the Closing to Kinloch.

**5. TRANSFER OF POSSESSION.** On the Closing Date, St. Louis shall transfer possession of the Property upon completion of the Closing to Kinloch free of all leases, tenancies, occupancy, or possessory rights of any kind whatsoever affecting the Property done or suffered by St. Louis, excepting the Leases reviewed and approved by Kinloch as provided for in Section 7 entitled "Leases". The Property shall be delivered to Kinloch in its present condition (see Section 16 titled "General Condition of the Property").

**6. CLOSING COSTS AND PRORATIONS.**

- A. **Closing Costs.** Kinloch shall pay all closing costs or settlement costs associated with the Property and expenses, irrespective of local custom, except those costs or expenses required for curing or release of liens, title encumbrances, or other title corrective measures, including recording costs associated therewith, which may become the responsibility of and obligation of St. Louis, if St. Louis so agrees, as provided for in Section 15 below.

B. Prorations and Adjustments.

(i) Taxes. Current real property taxes and general and special assessments (public or private), if any, shall be prorated between the parties as of the day of the Closing, Kinloch to have the day of the Closing. The calculation shall be based on the latest available assessment and rate and if both are not available, the previous year. St. Louis and Kinloch shall bear their prorated shares of the cost of all taxes and assessments related to the Property. St. Louis and Kinloch, however, acknowledge that as political subdivisions of the State of Missouri, the Property as held by either St. Louis or Kinloch should be fully exempt from ad valorem property tax, and, as a result, such prorations should not be necessary.

(ii) Revenue/Expenses. All revenue or income and all expenses or costs associated with the Property including, without limitation, rental income, operating revenue, non-metered sewer and water and other utility charges, repair and maintenance costs, and other operating or administrative expenses shall not be apportioned or prorated and shall remain the right, obligation, and/or responsibility of St. Louis until the Closing Date, at which time, such revenue, costs and expenses shall become the right, obligation and/or responsibility of Kinloch. Rent, if any, collected after the Closing from any tenants whose rent was delinquent at the time of the Closing shall be deemed to apply first to the rent which was delinquent at the time of the Closing and second to the current rent due. St. Louis hereby represents and agrees that there are no security deposits, prepaid rents, or other charges held or controlled by St. Louis in regard to the Leases, if any, defined in Section 7 below. The amount of any metered sewer, water and other utility bills applicable to the Property and allocable to the period prior to the Closing Date shall be determined by final meter or other usage reading and shall be paid by St. Louis when final bills are rendered. Non-metered utility charges, if any, shall be prorated to the Closing Date and shall be credited or charged against the Purchase Price.

(iii) Closing Statement. Prior to the Closing, the Title Company shall prepare and send a preliminary closing statement to St. Louis and Kinloch for their review and approval. The final "Closing Statement" shall be prepared by the Title Company and St. Louis and Kinloch shall each sign their respective Closing Statement at or prior to the Closing.

7. LEASES. St. Louis hereby covenants, represents, warrants, and agrees that the Tenant List listing and describing any Leases is complete, accurate, and correct to the best of St. Louis' knowledge, which covenant, representation and warranty shall be true on the Effective Date and as of the Closing Date (see Exhibit B). Within ten (10) calendar days of the Effective Date, St. Louis shall deliver to Kinloch copies of all Leases, including any amendments thereto, lease assignment and subleases, if any, and any other records directly relating to the Leases reasonably requested by Kinloch. St. Louis acknowledges and agrees that Kinloch's review and approval of the Leases within thirty-five (35) calendar days after the date upon which Kinloch receives all of the Leases is a condition precedent to the Closing. In the event that Kinloch disapproves any of the Leases, Kinloch may, at any time prior to the aforementioned thirty-five (35) calendar days, terminate or cancel this Agreement as its sole option or remedy without any liability whatsoever to Kinloch or St. Louis by giving written notice thereof to St. Louis. If Kinloch fails to give such timely notice to St. Louis, Kinloch shall be deemed to have waived its rights to terminate or cancel this Agreement pursuant to this Section 7. St. Louis hereby covenants, represents, warrants and agrees that, after the Effective Date of this Agreement, it will not enter into, renew or amend any lease or tenancy without the prior written approval of Kinloch and such approval shall not be unreasonably withheld, delayed, or conditioned. St. Louis shall give Kinloch twenty (20) calendar days' prior notice of St. Louis' desire to renew or amend any Lease or consent to or permit any subleasing of any portion of the Property and shall contemporaneously deliver a written copy of said proposed lease, renewal, amendment or sublease to Kinloch for its review and approval (provided that notwithstanding the foregoing, Kinloch shall not be obligated to consent to any amendment or extension of any such lease which would result in the lease term being extended beyond the Closing Date, unless such lease provides for termination at the lessor's discretion upon not more than 30 days notice).

A. Additional Warranties. St. Louis warrants, represents, and agrees that: i) the copies and originals of the Leases, if any, required hereunder to be submitted by St. Louis to Kinloch are true, accurate, and complete leases with all attachments, amendments, assignments, and subleases, if any, and to the best of St. Louis' knowledge constitute the sole and entire agreements between St. Louis and tenants relating to the specific tenant's lease hold; ii) the Leases, if any are listed on EXHIBIT B, are in full force and effect; iii) St. Louis, to the best of its knowledge, is unaware of any breach or default in regard to any Lease; iv) rents, if any, are paid to date, except as otherwise disclosed to Kinloch prior to the Closing; v) rents, if any, are paid directly to St. Louis and St. Louis is unaware of any claim or lien by any third party to any such rents; and vi) St. Louis does not hold or control any security deposits or prepaid rents in regard to the Leases, if any.

B. Notice to Tenants. If there are any Leases, Kinloch shall notify each tenant under the Leases, in writing, of Kinloch's acquisition of the Property, immediately after the Closing. This notice shall set forth Kinloch's address for the payment of rent, if any and Kinloch's address for giving notice. St. Louis shall, if requested by Kinloch, join in the execution of such notice.

8. INSPECTIONS OF PROPERTY.

A. Access To Property. During the period commencing on the Effective Date and ending on the earlier of (i) the Closing or (ii) ninety (90) calendar days after the Effective Date (the "**Inspection Period**"), Kinloch and Kinloch's employees, consultants, agents, representatives, inspectors, licensees, independent contractors and

contractors (including, without limitation, any holders of development rights as to the Property pursuant to agreements with Kinloch) (collectively, the "**Permitted Parties**") may enter the Property during regular business hours as reasonably necessary to make such inspections, testing, reports, surveys, environmental inspections (including sampling), studies and assessments as Kinloch in its sole discretion and at its costs may determine to make, and to inspect and copy at the Airport non-privileged reports, documents or records pertaining solely to the Property, including but not limited to: all plans and specifications, blueprints, soil reports, geological, environmental and engineering reports, environmental compliance and waste management plans and other governmental reports, if any, that St. Louis has in its possession or under St. Louis' control relating to St. Louis' ownership or the condition of the Property (the "**Inspection Work**"), after St. Louis has obtained confidentiality agreements executed on behalf of Kinloch and its Permitted Parties in accordance with St. Louis' customary practices regarding confidentiality. In furtherance of the foregoing purposes, Kinloch and the other Permitted Parties are permitted to temporarily store, move and remove equipment and supplies that are to be used directly in the Inspection Work. Such equipment and supplies shall be promptly removed by Kinloch and/or other Permitted Parties from the Property once no longer required for the Inspection Work. The protection of such equipment and supplies temporarily stored on the Property from weather, theft, vandalism, damage, and all other hazards and the proper and safe storage of such equipment and supplies is solely the responsibility of Kinloch and/or its Permitted Parties who placed the same upon the Property, and St. Louis shall have no obligation or liability therefor. Kinloch on behalf of itself and its Permitted Parties agree to take all reasonable and /or necessary precautions to safeguard all persons and property when conducting its Inspection Work, shall guard against the mishandling of its equipment, and supplies, and shall exercise due caution and proper judgment in all of its Inspection Work. St. Louis shall have the right to inspect the work site and Kinloch's or any other Permitted Parties' equipment and supplies for compliance with the terms of this Agreement. Kinloch or any other Permitted Party desiring to enter the Property shall give St. Louis at least three (3) working days' written notice in advance of any intended inspection or entry (the "**Inspection Notification**"). This Inspection Notification shall include: a) the specific location and the type of Inspection Work to be performed including, without limitation, notice of any excavating, drilling, or boring work, b) a copy of all necessary permits, licenses, and/or authorizations that may be required by law in order to conduct the Inspection Work, c) the type of equipment to be used (including the operating height of any cranes, drilling equipment, or other equipment that may penetrate or approach the height limits as established in FAR Part 77), d) approximate number of workers on site, e) a general schedule including a detailed work plane along with appropriate health and safety information, if applicable, and f) prior to the use or operation of any crane, drilling, or other piece of equipment on the Property that may penetrate or approach the height limits as established in FAR Part 77, a copy of Form 7460 filed with and approved by the FAA. Kinloch's and its Permitted Parties access to the Property may be supervised by St. Louis, if St. Louis so elects.

B. Covenants.

(i) Kinloch agrees that it and its Permitted Parties shall conduct all Inspection Work on the Property in compliance with all applicable federal, state, local, and Airport rules, procedures, laws, regulations, ordinances, orders, decrees, advisory circulars, permits and codes including, without limitation, all rules and regulations which the Director may establish from time to time, all security, safety, health and environmental laws and all laws, rules, regulations, permits, and advisory circulars of any regulatory bodies having jurisdiction with respect to Permitted Activities, the Property or the Airport, as they may be amended from time to time.

C. Limitations On Access/Inspection Work.

(i) Kinloch shall not do or permit its Permitted Parties to do anything on the Property that would be in conflict with or violate the requirement of TSA regulations or security directives regarding airport security, as they may be amended from time to time, or the Airport's TSA approved security plan. Any fines and/or penalties levied against St. Louis for security violations at the Airport caused by Kinloch or any of its Permitted Parties shall be due and payable to St. Louis by Kinloch within thirty (30) days of St. Louis' request.

(ii) Kinloch shall be responsible for obtaining and coordinating any security badging, vehicle decals, and/or any other actions that may be required to ensure that Kinloch and its Permitted Parties are in compliance with St. Louis' security plan, and TSA regulations and security directives, as they may be amended from time to time. Kinloch shall be responsible for all costs associated with obtaining such badge and/or access privileges contemplated herein.

(iii) Kinloch shall not knowingly do or permit any of its Permitted Parties to do anything on the Property that would be in conflict or violate the requirements of Part 139 of the Federal Aviation Regulations, "Certification and Operations: Land Airports Serving Certain Air Carriers" or any successor regulation, order, or directive, or that would jeopardize the Airport's operating certificate obtained pursuant to such federal regulations.

(iv) Kinloch shall be responsible for its Permitted Parties and shall immediately initiate and take all corrective action should any of its Permitted Parties fail to strictly comply with any term or provision of this Agreement.

- (v) Kinloch and its Permitted Parties (at their cost) shall comply with all security and access procedures of St. Louis' tenants that may apply to certain portions of the Property.
- D. Damage To Property During Inspection Work. Any damage to the Property made by Kinloch or any person acting for or on behalf of Kinloch, shall be repaired promptly, replacing or restoring any pavement, concrete, or vegetation that is damaged and generally placing the Property and all points of entry by such inspectors in the same condition as before the inspection or entry to the extent reasonably practical, ordinary wear and tear accepted, unless otherwise agreed to by St. Louis in writing. All Inspection Work, and all repairs to the Property arising from the Inspection Work, shall be at Kinloch's expense. Kinloch and its Permitted Parties shall use its best efforts to minimize damage to the Property and to minimize any interference with St. Louis' tenants, the FAA or their operations, the operations of St. Louis or the Airport when conducting the Inspection Work. In no event shall Kinloch or any of its Permitted Parties interfere with the operations of the FAA's or Airport NAVAIDS and/or the operations of the Airport or St. Louis' tenants when conducting the Inspection Work (see Section 8.C above.)
- E. Interference To Air Navigation. Kinloch warrants, represents, and agrees that no obstruction to air navigation, as such are defined from time to time by application of the criteria of FAR Part 77 or subsequent and additional regulations of the FAA, will be installed, placed, operated, used, or permitted to remain on the Property by Kinloch or its Permitted Parties during the Inspection Period. Kinloch further agrees not to install, operate, or place on the Property any equipment, machinery, or objects that would in any way interfere with the safe and efficient operations of navigation aides or would interfere with the safe and efficient operations of the Airport or interfere with the operations of the Airport's tenants or other users of the Airport. Kinloch warrants, represents, and agrees that prior to the use or operation by Kinloch or any other Permitted Party of any crane, drilling, or other piece of equipment on the Property that may penetrate or approach the height limits as established in FAR Part 77, Kinloch shall file a Form 7460 with and obtain the approval from the FAA. St. Louis reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against such obstructions to air navigation. The mailing address for the FAA's Airport Division is as follows:
- FAA Central Region  
Airport Division  
901 Locust  
Kansas City, MO 64106-2325
- F. Contingency. Kinloch's satisfaction with the physical, environmental and overall condition of the Property within the Inspection Period is a condition precedent to Closing. In the event that Kinloch is not so satisfied with the condition of the Property, Kinloch may, at any time prior to the expiration of the Inspection Period, terminate or cancel at its sole option or remedy this Agreement without any liability whatsoever to Kinloch or St. Louis by giving written notice thereof to St. Louis. If Kinloch fails to give such written notice within the Inspection Period, Kinloch shall be deemed to have waived its right to terminate or cancel this Agreement pursuant to this Section 8.
- G. Documents/Reports. Except as herein expressly provided, Kinloch acknowledges and agrees that any information and documents obtained from St. Louis in accordance with this Section 8 are for informational purposes only, and although believed to be reliable, shall not be relied upon by Kinloch, and in the event any such information or documents are incorrect or incomplete, St. Louis shall not be liable to Kinloch for such inaccuracies because St. Louis makes no warranty or representation expressed or implied that the information or documents are true, complete, or accurate.
- H. Indemnification. Kinloch, to the extent permitted by law, shall protect, defend and hold, indemnify, and save harmless St. Louis and its directors, officers, employees, representatives, and agents from and against any and all liabilities, losses, suits, claims or causes of action, judgments, fines or demands (including but not limited to reasonable attorney fees', court costs, and expert fees), in connection with loss of life, personal injury, or damage to property arising out of the negligent acts or negligent omissions or wrongful acts of Kinloch and its officers, employees, representatives, consultants, contractors, invitees, independent contractors, and agents or other Permitted Parties while performing or resulting from the Inspection Work (except to the extent arising out of the negligence or intentional misconduct of St. Louis, its boards, commissions, directors, officers, employees, contractors, agents or representatives), and such indemnity shall survive the Closing or the consummation or termination of this Agreement. Nothing herein shall be construed or interpreted to waive Kinloch's or St. Louis' rights of sovereign immunity.
- I. Building Code Compliance. St. Louis represents, WARRANTS, and agrees that as of the Effective Date, St. Louis has no knowledge of the receipt of any written or other notice ("**Code Notice**") from any governmental authority, quasi-governmental authority, insurance company, or insurance rating service of any building code violations, repairs, replacements or alterations to the Property that have not as of the date hereof been remedied by St. Louis in a good and workmanlike manner, or of any alleged or potential environmental non-compliance not already disclosed to Kinloch in writing prior to the Effective Date. St. Louis shall immediately advise Kinloch of any Code Notices received by St. Louis prior to the Closing, all of which shall be remedied or resolved to Kinloch's reasonable satisfaction as a condition precedent to the Closing. Kinloch's sole remedy for

St. Louis' breach of any term, covenant, condition, or provision of this Section 8.I shall be to terminate or cancel this Agreement with no further liability whatsoever to Kinloch or St. Louis by giving St. Louis written notice of the termination prior to the Closing. If Kinloch fails to object in writing prior to the Closing, Kinloch waives its right to terminate this Agreement pursuant to this Section 8.I.

**9. DOCUMENTS TO BE DEPOSITED WITH TITLE COMPANY BY ST. LOUIS.** On or before the Closing, St. Louis shall deliver to Title Company for delivery to Kinloch upon Closing the following:

- A. Five (5) recordable and fully executed Quit Claim Deeds in the form attached hereto as **EXHIBIT "C"** and incorporated herein (the "Form of Quit Claim Deed"), remising, releasing, forever quit-claiming unto Kinloch the Property subject without limitation to all easements, restrictions, covenants, and other matters of record, unless otherwise agreed to by St. Louis and Kinloch in writing or waived by Kinloch as more fully described and provided for in Section 15 entitled "Form of Conveyance and Title Insurance."
- B. A valid and binding ordinance authorizing St. Louis to consummate the sale contemplated herein, in a form reasonably acceptable to the Title Company and Kinloch.
- C. A final Closing Statement (see Section 6B(iii)).
- D. Information for the reporting requirements required by the Internal Revenue Code of 1986 as amended, if applicable.
- E. Originals of all Leases identified in the Tenant List (see Section 7) including any amendment thereto, lease assignments, renewals and subleases, if any.
- F. Such other and further reports, documents, records, instruments, affidavits, certifications as may be reasonably necessary to complete the sale contemplated herein.

**10. DOCUMENTS TO BE DEPOSITED WITH TITLE COMPANY BY KINLOCH.** On or before the Closing, Kinloch shall deliver to Title Company for delivery to St. Louis upon Closing the following:

- A. Five (5) original recordable and fully executed Quit Claim Deeds in the form attached hereto as **EXHIBIT "C"** as more fully described and provided for in Section 15 entitled "Form of Conveyance and Title Insurance";
- B. A valid and binding ordinance authorizing Kinloch to consummate the sale contemplated herein, in a form reasonably acceptable to the Title Company and St. Louis.
- C. The Closing Payment as provided for in Section 2 of this Agreement; and
- D. Such other and further documents, affidavits, certifications, or instruments as may be reasonably necessary to complete the sale contemplated herein.

**11. CONDITIONS PRECEDENT TO KINLOCH'S AND ST. LOUIS' OBLIGATIONS.**

- A. Kinloch's Closing Conditions. Kinloch shall not be obligated to close on the purchase of the Property unless the contingencies provided for in *Sections 7, 8, 15, or 33*, or other contingencies for the benefit of Kinloch set forth herein, have been satisfied or waived within the time periods provided under this Agreement with respect to such contingencies. If the foregoing Closing conditions or contingencies are not satisfied or waived pursuant to the terms of this Agreement by such date(s) as required herein, then Kinloch may elect, at Kinloch's sole option or remedy to: (i) terminate this Agreement without any liability whatsoever to Kinloch or St. Louis; (ii) extend the Closing Date for the number of days necessary for St. Louis to fulfill, satisfy or cause to be fulfilled or satisfied any such contingencies; (iii) waive in writing any of the foregoing contingencies and proceed to close on its purchase of the Property; or (iv) unless otherwise expressly provided for herein, pursue any other rights and remedies at law and/or in equity subject to and in accordance with the terms and provisions of this Agreement.
- B. St. Louis' Closing Conditions. St. Louis shall not be obligated to close on the sale of the Property unless the contingencies provided for in Section 33 and the other contingencies for the benefit of St. Louis set forth herein, have been satisfied or waived within the time periods provided under this Agreement with respect to such contingencies. If the foregoing Closing conditions or contingencies are not satisfied or waived pursuant to the terms of this Agreement by such date(s) as required herein, then St. Louis may elect, at St. Louis' sole option or remedy to: (i) terminate this Agreement without any liability whatsoever to St. Louis or Kinloch; (ii) extend the Closing Date for the number of days necessary for Kinloch to fulfill, satisfy or cause to be fulfilled or satisfied any such contingencies; (iii) waive in writing any of the foregoing contingencies and proceed to close on its sale of the Property; or (iv) unless otherwise expressly provided for herein, pursue any other rights and remedies at law and/or in equity subject to and in accordance with the terms and provisions of this Agreement.
- C. Kinloch Release. Contemporaneously with the Closing on the Property as contemplated herein and as evidenced by the payment of the Closing Payment to St. Louis, Kinloch hereby releases and forever discharges St. Louis

and its officers, directors, commissioners, boards, employees, contractors, consultants, representatives, and agents from any and all constitutional, statutory or common law causes of action, lawsuits, liabilities, rights, claims, damages, losses it may have now or in the future against St. Louis and/or its officers, directors, commissioners, boards, employees, contractors, consultants, representatives, and agents incidental to, arising from, or related to St. Louis' acquisition of or ownership of the Property. For purposes of this Section 11.C, Kinloch shall mean and include the City of Kinloch, its boards, commissions, representatives, and any related parties, including their successors, assigns, directors, officers, employees, shareholders, agents, and representatives.

12. **PERMITS.** St. Louis, within thirty (30) calendar days after Effective Date of this Agreement, shall deliver to Kinloch a copy of all licenses, permits, authorizations, and certificates of occupancy, if any, in St. Louis' possession or control issued by any governmental entity relating or pertaining to the Property.

13. **ENVIRONMENTAL CONDITIONS.**

A. **Notice.** In lieu of providing any covenants, representations, or warranties with respect to the Property, St. Louis agrees to make available to Kinloch all material, non-privileged documents in St. Louis' possession or control, if any, which, to the best of St. Louis' knowledge and belief, pertain to the environmental condition of the Property, or the presence of any hazardous or toxic substance, materials, gases, oil, petroleum products or derivatives, chemicals, pollutants, or waste in, on, or under the Property or any underground storage repository.

14. **RISK OF LOSS AND INSURANCE.**

A. **Risk of Loss.** St. Louis assumes all risk and loss to the Property by any cause whatsoever (including but not limited to: fire, flood, earthquake, tornado, and vandalism) until and including the day of Closing when title is transferred to Kinloch. Until and including the day of the Closing, if the Property covered by this Agreement shall be damaged or destroyed, St. Louis shall immediately notify Kinloch in writing of the damage or destruction, and the amount of insurance proceeds payable, if any. In the event that a material portion of the Property is damaged or destroyed, St. Louis, after consulting with Kinloch, shall at St. Louis' option elect to: (i) restore, rehabilitate, or replace the damaged or destroyed Property and close upon the completion of such restoration or, (ii) elect to assign any insurance proceeds relating to the destruction or damage to Kinloch and proceed to close in accordance with this Agreement, in which case St. Louis shall have no further liability under this Section 14, or, if there is no insurance proceeds relating to the destruction or damage, (iii) elect to proceed to close in accordance with this Agreement, in which case St. Louis shall have no further liability under this Section 14.A. Notwithstanding the foregoing Kinloch shall have the right (as its sole option or remedy) to terminate this Agreement without any liability of any kind to Kinloch or St. Louis if: (i) there are no insurance proceeds relating to the destruction or damage, or (ii) said insurance proceeds to be assigned by St. Louis to Kinloch or St. Louis' planned restoration, as the case may be, are deemed by Kinloch in good faith to be insufficient to restore, rehabilitate, or replace the damaged or destroyed Property in a timely manner. All insurance proceeds received by St. Louis for damage to personal property or for business interruption and/or loss of use shall belong to St. Louis.

B. **Insurance.** St. Louis represents, warrants, and agrees to maintain its current level of insurance coverage in force (i.e., comprehensive general liability and property insurance) in regard to the Property, if any, until and including the day of the Closing.

15. **FORM OF CONVEYANCE AND TITLE INSURANCE.**

A. **Deed to Property.** St. Louis shall remise, release and quit-claim the Property (reserving for St. Louis and its successors and assigns, for the use and benefit of St. Louis and the public an avigation easement over the Property as set out in **Exhibit C**) by Quit Claim Deed subject, without limitation, to all easements, restrictions, covenants, and other matters of record, unless otherwise agreed to in writing by St. Louis and Kinloch or waived by Kinloch as provided for in this Section 15. St. Louis shall deliver to the Title Company for delivery to Kinloch at the Closing said recordable and duly executed Quit Claim Deed for the conveyance of the Property. After the Closing on the Property, the Title Company, unless otherwise directed in writing by Kinloch and St. Louis, shall immediately record in the office of St. Louis County Recorder of Deeds the executed Quit Claim Deed for the conveyance of the Property (see Section 10 above).

B. **Title Insurance.** Within ninety (90) days after the Effective Date of this Agreement Kinloch (at its expense) shall obtain from the Title Company one or more commitments ("**Title Commitment**") to issue an ALTA Owner's Title Insurance Policy to Kinloch in the full amount of the Purchase Price, effective as of the Closing, insuring that fee simple title to the Property is vested in Kinloch (the "**Title Policy**"). Kinloch shall direct the Title Company to furnish St. Louis a copy of the Title Commitment. If the matters listed as exceptions to the Title Commitment are not satisfactory to Kinloch, Kinloch shall provide St. Louis with written notice of such objections (the "**Title Objections**") within ninety (90) days of the Effective Date. Thereafter, St. Louis may elect to cure the Title Objections raised by Kinloch, but in the event that the Title Objections are not cured within one hundred (100) days after the Effective Date, Kinloch may as its sole option or remedy elect to: (i) terminate or cancel this Agreement by giving written notice thereof prior to the expiration of such one hundred (100) day period without any liability whatsoever to Kinloch or St. Louis; (ii) enter into good faith negotiations to try to

reach an agreement with St. Louis, within such one hundred (100) day period, for a reduction of the Purchase Price; or (iii) waive within such one hundred (100) day period such Title Objections which St. Louis is not able or willing to cure through the exercise of reasonable efforts or good faith negotiations and proceed to Closing. (See also Section 15.D below.) If Kinloch does not provide, prior to the expiration of the ninety (90) day period, written notice of its Title Objection, such contingency shall be deemed waived. Kinloch shall pay the cost of the Title Policy. If Kinloch does not provide, prior to the expiration of the one hundred (100) day period, written notice terminating this Agreement, such contingency shall be deemed waived.

- C. Survey. Kinloch, at Kinloch's expense, may obtain a current survey of the Property (the "**Survey**") prepared by a licensed surveyor showing matters which are customarily disclosed on a survey. If the Survey discloses matters that are unacceptable to Kinloch ("**Survey Objections**"), Kinloch shall notify St. Louis of such matters within seventy-five (75) days of the Effective Date. In the event Kinloch does not notify St. Louis of Kinloch's Survey Objections within seventy-five (75) days of the Effective Date, it shall be deemed that the Survey is acceptable to Kinloch and all matters and contingencies which an accurate survey would show shall be deemed waived by Kinloch. In the event that Kinloch does timely notify St. Louis of the Survey Objections, thereafter, St. Louis may elect to cure the Survey Objections raised by Kinloch, and in the event that the Survey Objections are not cured within ninety (90) days of the Effective Date of this Agreement, Kinloch may as its sole option or remedy elect to: (i) terminate or cancel this Agreement by giving written notice thereof prior to the expiration of such ninety (90) day period without any liability whatsoever to Kinloch or St. Louis; (ii) enter into good faith negotiations and reach an agreement with St. Louis, within such ninety (90) day period, for a reduction of the Purchase Price; or (iii) waive within such ninety (90) day period such Title Objections which St. Louis is not able or willing to cure through the exercise of reasonable efforts or good faith negotiations and proceed to Closing. (See also Section 15.D below.) If Kinloch does not provide, prior to the expiration of the ninety (90) day period, written notice terminating this Agreement, such contingency shall be deemed waived. St. Louis shall not be required to bear any portion of the cost of the Survey.
- D. Additional Documents. St. Louis covenants and agrees to execute and deliver such customary affidavits, documents, instruments, releases, and records as may be reasonably required by Kinloch or the Title Company to consummate the purchase or limit any exception in the Title Policy. Kinloch and St. Louis acknowledge and agree that St. Louis shall have no obligation to cure any of Kinloch's Title Objections including, without limitation, judgments, deeds of trust, monetary liens or security interests, and/or Survey Objections. Nothing in this Agreement is to be construed or interpreted to require Kinloch to accept title that is not marketable in fact unless Kinloch waives such right as provided for herein and/or proceeds with the Closing on the Property and thereby accepts title that is not marketable in fact. Nothing in this Agreement is to be construed or interpreted to require or obligate St. Louis to deliver title that is marketable in fact.

**16. GENERAL CONDITION OF PROPERTY.** Kinloch acknowledges that it will have conducted or had the opportunity to conduct its own inspections and investigations of the Property including, without limitation, environmental inspections and investigations, and except as otherwise stated or provided for in this Agreement (i.e. see Section 5 "Transfer of Possession" and Section 8.1 titled "Building Code Compliance") is acquiring the Property on an "**AS-IS**" basis with no warranties or representations of any kind whatsoever, express or implied, either oral or written, made by St. Louis or any of its officers, employees, agents, or representatives with respect to the physical, environmental, or structural conditions of the Property or otherwise.

**17. LIENS.** St. Louis covenants, represents, warrants, and agrees that:

- A. St. Louis shall not allow any liens, attachments, or other encumbrances of any kind whatsoever to be filed against or on the Property between the Effective Date and the Closing caused, done, or suffered by St. Louis;
- B. As of the Closing there shall be no recorded or unrecorded contracts and/or options to which St. Louis is a party affecting title to the Property, or any part thereof;
- C. There are presently no mechanic liens placed against or on the Property, and there has been no work done on the Property which will result in the placement of a mechanic's lien on the Property after the Closing;
- D. There shall be no service, supply, maintenance or management contracts or agreements, which will be binding on Kinloch after the Closing; and
- E. To the extent that pre-existing utility liens affect any portions of the Property, St. Louis agrees to reasonably cooperate with Kinloch in requesting the release of such liens (provided that St. Louis shall not be obligated to expend any funds in connection with any such releases).

**18. TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement. The parties agree that time shall be of the essence in the performance of each and every obligation and understanding of this Agreement.

**19. REMEDIES UPON DEFAULT.**

- A. Kinloch's Remedies. Unless otherwise expressly provided for herein, in the event of St. Louis' unexcused breach of any of the terms, covenants, conditions, warranties, provisions, or obligations (the "**Provisions**") of this

Agreement, St. Louis shall have thirty (30) calendar days following receipt of written notice thereof from Kinloch in which to cure such breach or default. In the event that the breach or default remains uncured at the expiration of such thirty (30) day cure period, Kinloch subject to and in accordance with the Provisions of this agreement shall be entitled to pursue any remedies at law and/or in equity as may be available to Kinloch including but not limited to specific performance, unless otherwise expressly provided for herein.

- B. St. Louis' Remedies. Unless otherwise expressly provided for herein, in the event of Kinloch's unexcused breach of any Provisions of this Agreement or default hereunder, Kinloch shall have thirty (30) calendar days following receipt of written notice thereof from St. Louis in which to cure such breach or default. In the event that the breach or default remains uncured at the expiration of such thirty (30) day cure period, St. Louis subject to and in accordance with the Provisions of this Agreement shall be entitled to pursue any remedies available at law and/or in equity as may be available to St. Louis including but not limited to specific performance, unless otherwise expressly provided for herein.
- C. Attorney Fees. In the event of litigation between the parties regarding this Agreement the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs, and litigation expenses.

20. ASSIGNMENT. Agreement shall not be assigned in whole or part by either party.

21. ACKNOWLEDGMENT OF TERMS AND CONDITIONS OF SALE. The parties affirm each has full knowledge of the Provisions contained in this Agreement. Each party acknowledges that such party and its counsel, after negotiation and consultation, have reviewed and revised this Agreement. As such, the Provisions of this Agreement shall be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits hereto.

22. ENTIRE AGREEMENT. This Agreement is intended by the parties hereto as a final expression of their agreement with respect to the subject matter hereof as are included in and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement constitutes the entire agreement between the parties hereto. This Agreement may be amended from time to time by written agreement, duly authorized and executed by all the signatories to this Agreement. Kinloch acknowledges that any such amendment to the Agreement must be authorized by an ordinance recommended and approved by St. Louis's Board of Estimate and Apportionment and approved by St. Louis's Board of Aldermen. However, the Airport Director, on behalf of St. Louis and in its best interest, may agree to amend the attached exhibits, consisting of **EXHIBIT "A"**, the legal description for the Property, **EXHIBIT "B"** entitled "Tenant List", and **EXHIBIT "C"** entitled "Quit Claim Deed".

23. WAIVER. No waiver of any breach of any Provision shall be deemed, or shall constitute a waiver of any preceding or succeeding breach thereof of any Provision contained herein. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act. No waiver shall be binding unless executed in writing by the party granting the waiver.

24. REQUIRED APPROVALS. When the consent, approval, waiver, or certification ("**Approval**") of either party is required under the terms of this Agreement, such Approval must be in writing and signed on behalf of the party making the Approval. Whenever the Approval of St. Louis or the Director of Airports is required, the Approval must be from the Director of Airports or his/her authorized or designated representative. Whenever the Approval of Kinloch is required, the Approval must be from Keith L. Conway, Mayor of The City of Kinloch or his authorized or designated representative. St. Louis and Kinloch acknowledges that extensions of time of performance may be made by the written mutual consent of the Director of Airports on behalf of St. Louis and Keith L. Conway, Mayor of The City of Kinloch on behalf of Kinloch.

25. SEVERABILITY. If for any reason one or more of the Provisions in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other Provision of this Agreement and shall be construed as if such invalid, illegal or unenforceable Provision never had been included in this Agreement, provided the invalidity of such Provision does not materially or substantially prejudice either St. Louis or Kinloch in its respective rights and obligations contained in the valid Provisions of this Agreement.

26. NOTICES. Any notice, request, or other communication to be given hereunder shall be in writing and (i) shall be delivered personally, or (ii) shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, or (iii) shall be sent by telex, telegram, telecopy or other similar form of rapid transmission confirmed by the mailing (by first class or express mail, postage prepaid) written confirmation at substantially the same time as such rapid transmission; and, shall be addressed to the parties at the respective addresses set forth below. A party may change its address for receipt of notice by service of notice of such change in accordance herewith.

If to St. Louis:                    Director of Airports  
Lambert-St. Louis International Airport®  
P.O. Box 10212, Lambert Station  
St. Louis, MO 63145  
Fax: (314) 426-5733

with a copy to:                    Mr. Jim Bularzik  
Lambert-St. Louis International Airport®

Airport Planning & Development Office  
13723 Riverport Drive, 3rd Floor  
Maryland Heights, MO 63043  
Fax: (314) 551-5013

with a copy to: Airport Legal Department  
Lambert-St. Louis International Airport®  
P.O Box 10212, Lambert Station  
St. Louis, MO 63145  
Fax: (314) 426-8058  
Attn: Mario A. Pandolfo, Jr., Esq.

If to Kinloch: The City of Kinloch  
5990 Monroe Street  
Kinloch, Missouri 63140  
Attn: Mayor Keith L. Conway  
(314)- 521-3335  
Fax: (314)551-3368

with a copy to: Donnell Smith  
Smith & Associates, LLC  
1945 Woodson Road  
St. Louis, MO 63114

If to Title Company: Gateway Title Company  
1600 South Hanley Road, Suite 100  
St. Louis, MO 63144  
Attn: Emily Devereux  
(314) 862-2221  
Fax: 314-647-2373

Notice shall be deemed to be given when delivered, in the case of personal delivery, when deposited in the mail, in the case of being sent by mail and when sent from the sending machine, when sent by telex, telegram, telecopy or similar form of rapid transmission. Notice shall be deemed received at the earlier of actual receipt or two (2) calendar days after being sent in the manner provided for above.

**27. ADDITIONAL WARRANTIES.** St. Louis and Kinloch hereby represent and warrant to the other that each party has full power and authority to enter into and perform this Agreement in accordance with its Provisions. Neither party is in violation of any contract, lease, permit, license, or agreement, which would affect either party's ability to perform this Agreement in accordance with its Provisions.

**28. GOVERNING LAW.** This Agreement shall be deemed to have been made in, and construed in accordance with the laws of the State of Missouri, and is subject to the Charter of City of St. Louis and the Municipal Code of the City of Kinloch, except where there is a conflict with applicable federal regulations, orders, rules, requirements, and statutes in which case the federal law shall apply.

**29. MISCELLANEOUS PROVISIONS.**

- A. Exhibits. All exhibits described herein are fully incorporated into this Agreement by this reference as if fully set out herein. St. Louis and Kinloch shall, prior to Closing, reasonably and in good faith finalize and attach all such exhibits to the Agreement, which may not have been in final form as of the date of the Agreement.
- B. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope of the paragraphs hereof.
- C. Dates and Non-business Days. Whenever a number of days is referred to in this Agreement, days shall mean calendar days unless otherwise expressly provided. If the last day for giving of notice or for performance of any obligation or condition hereunder is a Saturday, Sunday or federal, state, St. Louis, or Kinloch holiday, then such last day shall be extended to the next succeeding business day thereafter. Whenever it is provided in this Agreement that days shall be counted, the first day to be counted shall be the day following the date on which the event causing the period to commence occurs.
- D. Other Documents. Each party, at the request of the other, shall execute, acknowledge (if appropriate), and deliver whatever additional documents, instruments, affidavits, certifications, and records, and perform such other acts in good faith, as may be reasonably required in order to accomplish the intent and purposes of this Agreement.
- E. Binding Contract. This Agreement shall become effective and binding only upon the execution by St. Louis and

Kinloch and delivery of the executed counterparts of St. Louis and Kinloch to the Title Company. Kinloch acknowledges and agrees that this Agreement is subject to St. Louis' Charter and ordinance as they may be amended from time to time. St. Louis acknowledges and agrees that this Agreement is subject to Kinloch's Charter and ordinance as they may be amended from time to time. This Agreement shall inure to the benefit of and bind Kinloch and St. Louis and their respective representatives, successors, and permitted assigns.

- F. Force Majeure: Neither St. Louis nor Kinloch shall be deemed in violation of this Agreement if it is prevented from performing any obligation hereunder by reason of strike, boycott, labor disputes, embargoes, shortage of materials, acts of God, acts of a public enemy, acts of a superior governmental authority, weather conditions, riots, rebellions, or sabotage or any other circumstances for which it is not responsible and which is not within its control.
- G. Gender and Number: Whenever the sense of this Agreement so requires, the use of (i) the singular shall be deemed to include the plural, (ii) the masculine gender shall be deemed to include the feminine or neuter gender, and (iii) the neuter gender shall be deemed to include the masculine or feminine gender.
- H. Counterparts: This Agreement and any companion documents or instruments referred to herein, may be executed in any number of counterparts, each of which shall be original, but all of which together shall constitute one document or instrument.
- I. No Personal Liability: No alderman, commissioner, director, officer, board member, employee, or other agent of St. Louis or Kinloch shall be personally liable under or in connection with this Agreement.

**30. BROKERAGE COMMISSION**. The parties represent and warrant, each to the other, that neither has engaged the services of any broker with respect to this transaction. If any claims for brokerage commissions or finder fees or like payment arise out of or in connection with the transaction provided for herein, and in the event any claim is made, all such claims shall be handled and paid by the party whose actions or alleged commitment form the basis of such claims. Each party whose actions or alleged commitment form the basis of a claim shall indemnify and hold harmless the other party from and against any and all claims or demands with respect to any brokerage fees, or agent's commissions or other compensation asserted by any person, firm, association, or corporation in connection with this Agreement or the transaction contemplated herein. The representations, warranties and agreement contained in this sub-paragraph shall survive the Closing or, if the Closing does not occur, the termination or cancellation of this Agreement

**31. SURVIVAL**. All the Provision of this Agreement shall survive the Closing and the delivery and acceptance of the deed and shall not be merged into any deed or other document given at the Closing.

**32. KNOWLEDGE**. Whenever the phrases "to the knowledge of Kinloch", "to the best of Kinloch's knowledge" or words of similar import are used in this Agreement, such knowledge shall be construed to mean that Kinloch has no actual or constructive knowledge except as may have already been disclosed to St. Louis prior to, or at the time of the Closing. Whenever the phrases "to the knowledge of St. Louis", "to the best of St. Louis' knowledge" or words of similar import are used in this Agreement, such knowledge shall be construed to mean that St. Louis has no actual or constructive knowledge except as may have already been disclosed to Kinloch prior to, or at the time of the Closing.

**33. FAA APPROVAL**. The FAA's approval of the release and sale of the Property to Kinloch, the Provision of this Agreement, the approval of Kinloch's Development Plan for the Property, and any other related matters required to be submitted to and approved by the FAA, are conditions precedent to St. Louis' and/or Kinloch's obligations to close on the sale of the property. If the FAA's approval or the release and sale of the Property, the Provisions of this Agreement, Kinloch's Development Plan for the Property, or any other related matters required or necessary to be to be submitted to and approved by the FAA or other appropriate government authority prior to the Closing Date are not received on or before the date twelve (12) months after the Effective Date, St. Louis and/or Kinloch shall have the right (as its sole option or remedy) to terminate this Agreement by giving written notice thereof to the other party, and in such event St. Louis shall not be obligated to convey the Property to Kinloch and neither St. Louis nor Kinloch shall have any further liability under this Agreement. It shall be the obligation of St. Louis to make a good faith effort to timely obtain such required or necessary approvals. It shall be the obligation of Kinloch to make a good faith effort to cooperate with and assist St. Louis in timely obtaining such necessary or required approvals by providing St. Louis with necessary information, plans, records, affidavits, documents, certifications, or instruments in its possession or control reasonably requested by St. Louis or the FAA and to cooperate with St. Louis in carrying out the Provisions of this Agreement.

*[Signature page to follow.]*

**IN WITNESS WHEREOF**, the parties hereto affixed their hands and seals as of the Effective Date for themselves, their successors and assigns.

**BUYER: CITY OF KINLOCH, MISSOURI**  
Pursuant to City of Kinloch Ordinance 2013 approved July 19, 2005

BY: \_\_\_\_\_

NAME: Keith L. Conway

TITLE: Mayor, City of Kinloch

DATE:

**ATTESTED TO BY:**

**APPROVED AS TO FORM BY:**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: City Clerk, City of Kinloch

TITLE: City Attorney, City of Kinloch

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SELLER: CITY OF ST. LOUIS, MISSOURI, OPERATING LAMBERT - ST. LOUIS INTERNATIONAL AIRPORT®**  
Pursuant to City of St. Louis Ordinance No. \_\_\_\_\_ approved \_\_\_\_\_, 2006.

**APPROVED BY:**

\_\_\_\_\_  
Director of Airports Date

**APPROVED BY:**

\_\_\_\_\_  
Comptroller Date  
City of St. Louis

**APPROVED AS TO FORM:**

**ATTESTED TO:**

BY: \_\_\_\_\_  
City Counselor Date  
City of St. Louis

BY: \_\_\_\_\_  
Register Date  
City of St. Louis

KINLOCH- CONTRACT OF SALE, CLEAN DRAFT 11-28-05, MAP- updated 4-28-06

**ATTACHMENT 1**

**EXHIBIT "A"  
LEGAL DESCRIPTION OF THE PROPERTY**

**Lambert Airport  
Kinloch Development (Phase 1)  
(17.9 Acres more or less )**

KINLOCH- EXHIBIT A, LEGAL DESCRIPTION, FINAL 3-29-05, MAP

**ATTACHMENT 1**

**EXHIBIT "B"**

**TENANT LIST**

**EXHIBIT C**

**FORM OF QUIT CLAIM DEED**

KINLOCH- EXHIBIT C, FORM OF QUIT CLAIM DEED, DRAFT 3-9-05, REVISED 8-19-05, MAP- updated 4-28-06

**Approved: June 30, 2006**

**ORDINANCE #67150  
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 the eastern 188.11' of the 20 foot wide east/west alley in City Block 938 as bounded by Delmar, 21st, Lucas and 22nd in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

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

A tract of land being part of a 20.00 foot wide alley located between north 21st Street and North 22nd Street and being a part of Block 40 of Wm. C. Christy's addition and Block 938 of the City of St. Louis, Missouri and being more particularly described as follows:

Beginning at the intersection of the west line of North 21st (60.00 feet wide) Street and the south line of said alley; thence north 74 degrees 57 minutes 41 seconds west for a distance of 188.11 feet to a point; thence leaving said south line, north 15 degrees 07 minutes 22 seconds east for a distance of 20.05 feet to the north line of said alley; thence south 74 degrees 57 minutes 41 seconds east for a distance of 188.11 feet to the west line of said 21st Street; thence south 15 degrees 07 minutes 22 seconds west for a distance of 20.05 feet to the point of beginning and containing 3,771 square feet.

are, upon the conditions hereinafter set out, vacated.

**SECTION TWO:** Petitioner is The Edge Lofts, LLC. The area will be used to consolidate for residential development.

**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 owner(s) shall not place any improvement upon, over or in the area(s) vacated without: 1) lawful permit from the Building Division or Authorized City agency as governed by the Board of Public Service; 2) obtaining written consent of the utilities, governmental service entities and franchise holders, present or future. The written consent with the terms and conditions thereof shall be filed in writing with the Board of Public Service by each of the above agencies as needed and approved by such Board prior to construction.

**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. Owner(s) must have curbing cobblestones returned to the Department of Streets in good condition.

**SECTION NINE:** This ordinance shall be ineffective unless within three hundred sixty (360) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed three (3) days prior to the affidavit submittal date as specified in the last section of this ordinance, the owner(s) of the area to be vacated must fulfill the following monetary requirements, if applicable, as specified by the City of St. Louis Agencies listed below. All monies received will be deposited by these agencies with the Comptroller of the City of St. Louis.

- 1) CITY WATER DIVISION to cover the full expenses of removal and/or relocation of Water facilities, if any.
- 2) CITY TRAFFIC AND TRANSPORTATION DIVISION to cover the full expense of removal, relocation and/or purchase of all lighting facilities, if any. All street signs must be returned.
- 3) CITY STREET DEPARTMENT to cover the full expenses required for the adjustments of the City's alley(s), sidewalk(s) and street(s) as effected by the vacated area(s) as specified in Sections Two and Eight of the Ordinance.

**SECTION TEN:** An affidavit stating that all of the conditions be submitted to the Director of Streets for review of compliance with conditions 365 days (1 year) from the date of the signing and approval of this ordinance. Once the Director of Streets has verified compliance, the affidavit will be forwarded to the Board of Public Service for acceptance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

**Approved: July 5, 2006**

**ORDINANCE #67151**  
**Board Bill No. 90**

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel in A portion of Buckingham Court 18.98' x 25.00' abutting City Block 3884 (approximately 251.65' west of Euclid at its intersection with North Court) in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

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

A tract of land lying in City Block 3884 of the City of St. Louis, Missouri and being part of Buckingham Court, 50 feet wide, as shown on Dameron's Subdivision, a subdivision recorded in Plat Book 19, Page 124 of the Recorder's Office of St. Louis City, Missouri, and being more particularly described as follows:

Beginning at the intersection of the west line of that portion of Buckingham Court, 50 feet wide, as vacated by Ordinance No. 65478 with the north line of Lot 15 of said Dameron's Subdivision and being the TRUE POINT OF BEGINNING for the herein described tract; thence along the north line of said Lot 16, the south line of Buckingham Court, north 82 degrees 00 minutes 00 seconds west, a distance of 18.98 feet; thence leaving said north line of Lot 16, north 08 degrees 00 minutes 00 seconds east, a distance of 25.00 feet; thence south 82 degrees 00 minutes 00 seconds east, a distance of 18.98 feet to the west line of that portion of Buckingham Court as vacated; thence along said west line, south 08 degrees 00 minutes 00 seconds west, a distance of 25.00 feet to the Point of Beginning and containing 464.50 square feet according to a survey by J. R. Grimes Consulting Engineers, Inc.

are, upon the conditions hereinafter set out, vacated.

**SECTION TWO:** The petitioner is the Treasurer of the City of St. Louis, MO. The vacated area will be used to accommodate the footprint of a multi-use building.

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

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

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

**SECTION SIX:** The owner(s) shall not place any improvement upon, over or in the area(s) vacated without: 1) lawful permit from the Building Division or Authorized City agency as governed by the Board of Public Service; 2) obtaining written consent of the utilities, governmental service entities and franchise holders, present or future. The written consent with the terms and conditions thereof shall be filed in writing with the Board of Public Service by each of the above agencies as needed and approved by such Board prior to construction.

**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. Owner(s) must have curbing cobblestones returned to the Department of Streets in good condition.

**SECTION NINE:** This ordinance shall be ineffective unless within three hundred sixty (360) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed three (3) days prior to the affidavit submittal date as specified in the last section of this ordinance, the owner(s) of the area to be vacated must fulfill the following monetary requirements, if applicable, as specified by the City of St. Louis Agencies listed below. All monies received will be deposited by these agencies with the Comptroller of the City of St. Louis.

- 1) CITY WATER DIVISION to cover the full expenses of removal and/or relocation of Water facilities, if any.
- 2) CITY TRAFFIC AND TRANSPORTATION DIVISION to cover the full expense of removal, relocation and/or purchase of all lighting facilities, if any. All street signs must be returned.

- 3) CITY STREET DEPARTMENT to cover the full expenses required for the adjustments of the City's alley(s), sidewalk(s) and street(s) as affected by the vacated area(s) as specified in Sections Two and Eight of the Ordinance.

**SECTION TEN:** An affidavit stating that all of the conditions be submitted to the Director of Streets for review of compliance with conditions 365 days (1 year) from the date of the signing and approval of this ordinance. Once the Director of Streets has verified compliance, the affidavit will be forwarded to the Board of Public Service for acceptance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

**Approved: July 5, 2006**

**ORDINANCE #67152**  
**Board Bill No. 68**

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel in the irregular portions of 18<sup>th</sup> Street and West 18<sup>th</sup> Street south of Chouteau and the 15 foot wide east/west alley in City Block 482-WA bounded by Dolman, Hickory, 18<sup>th</sup> and Chouteau in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

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

A tract of land being part of west 18th (60' wide) Street, part of 18<sup>th</sup> (80' wide) Street, part of a 20' wide alley and part of a 15' wide alley in City Block 482-WA, said tract of land located in City Block 482-WA in the City of St. Louis, Missouri, and being more particularly described as follows:

Beginning at the northeast corner of City Block 2281, being the intersection of the southern right-of-way of Chouteau (80' wide) Avenue and the western right-of-way of west 18th (60' wide) Street; thence along said southern right-of-way of Chouteau Avenue, south 75 degrees 16 minutes 08 seconds east a distance of 60.00 feet to a point in the eastern right-of-way of west 18<sup>th</sup> Street, also being the northwest corner of Lot 1 of St. Vincent's Society addition in City Block 482-WA; thence along said eastern right-of-way of west 18<sup>th</sup> Street, south 15 degrees 20 minutes 26 seconds west a distance of 121.72 feet to a point in the northern right-of-way of a 15' wide alley, being the southwest corner of said Lot 1; thence departing said west 18<sup>th</sup> Street right-of-way along the northern right-of-way of said alley, south 75 degrees 17 minutes 08 seconds east a distance of 48.59 feet to a point in the northwestern right-of-way of 18th (80' wide) Street opened by Ordinance #37407; thence along said northwestern right-of-way of 18<sup>th</sup> Street, north 61 degrees 58 minutes 46 seconds east a distance of 82.93 feet to a point of curvature; thence along a curve to the left with a radius of 50.00 feet, having a chord bearing north 38 degrees 37 minutes 57 seconds east for a chord distance of 39.63 feet, and an arc distance of 40.75 feet to a point of tangency; thence north 15 degrees 17 minutes 12 seconds east a distance of 29.18 feet to a point, being the intersection of the northwest right-of-way of said 18th Street and the southern right-of-way of Chouteau Avenue; thence along said southern right-of-way of Chouteau Avenue, south 75 degrees 16 minutes 08 seconds east a distance of 48.43 feet to a point; thence continuing along said Chouteau Avenue right-of-way, south 75 degrees 40 minutes 48 seconds east a distance of 31.57 feet to a point, being the intersection of the southern right-of-way of Chouteau Avenue and the eastern right-of-way of 18<sup>th</sup> Street; thence departing said southern right-of-way of Chouteau Avenue and along the eastern right-of-way of 18th Street, south 15 degrees 17 minutes 12 seconds west a distance of 30.18 feet to a point of curvature; thence along a curve to the right with a radius of 130.00 feet having a chord bearing south 28 degrees 32 minutes 18 seconds west for a chord distance of 59.60 feet, and an arc distance of 60.13 feet to a point; thence south 15 degrees 20 minutes 35 seconds west a distance of 33.83 feet to a point in the northern right-of-way of a 15' wide alley; thence departing said 18th Street along the northern right-of-way of said alley, south 75 degrees 17 minutes 08 seconds east a distance of 83.14 feet to a point in the western right-of-way of Dolman (60/ wide) Street; thence along the western right-of-way of said Dolman Street, south 15 degrees 06 minutes 44 seconds west a distance of 15.00 feet to a point in the southern right-of-way of said alley; thence departing said Dolman Street right-of-way along the southern right-of-way of said alley, north 75 degrees 17 minutes 08 seconds west a distance of 123.75 feet to a point in the eastern right-of-way of said 18<sup>th</sup> Street; thence departing said alley along the eastern right-of-way of said 18<sup>th</sup> Street, south 61 degrees 58 minutes 46 seconds west a distance of 3.24 feet to a point in the eastern right-of-way of a 20' wide alley; thence departing said 18th Street right-of-way along the eastern right-of-way of said alley, south 15 degrees 20 minutes 26 seconds west a distance of 43.33 feet to a point; thence departing the eastern right-of-way of said alley, north 74 degrees 57 minutes 32 seconds west a distance of 20.00 feet to a point

in the western right-of-way of said alley; thence along the western right-of-way of said alley, north 15 degrees 20 minutes 26 seconds east a distance of 1.33 feet to a point; thence departing the western right-of-way of said alley, north 75 degrees 35 minutes 54 seconds west a distance of 25.02 feet to a point in the southeastern right-of-way of said 18th Street; thence along said southeastern right-of-way of 18th Street, south 61 degrees 58 minutes 46 seconds west a distance of 1.54 feet to a point; thence departing said southeastern right-of-way of 18<sup>th</sup> Street, north 74 degrees 57 minutes 32 seconds west a distance of 161.91 feet to a point in the western right-of-way of west 18<sup>th</sup> Street; thence along the western right-of-way of west 18th Street, north 15 degrees 20 minutes 26 seconds east a distance of 181.08 feet to the point of beginning. Said tract of land containing 33,411 square feet or 0.77 acres of land, more or less.

are, upon the conditions hereinafter set out, vacated.

**SECTION TWO:** Lafayette Square Restoration Committee, 1740 Chouteau LLC, Land Reutilization Authority, Michael Bircher, Cape Buffalo LLC and Llewellyn Heigham will use vacated areas to consolidate property.

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

**SECTION FOUR:** The owners of the land may, at their election and expense remove the surface pavement of said so vacated street and alleys 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 owner(s) shall not place any improvement upon, over or in the area(s) vacated without: 1) lawful permit from the Building Division or Authorized City agency as governed by the Board of Public Service; 2) obtaining written consent of the utilities, governmental service entities and franchise holders, present or future. The written consent with the terms and conditions thereof shall be filed in writing with the Board of Public Service by each of the above agencies as needed and approved by such Board prior to construction.

**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. Owner(s) must have curbing cobblestones returned to the Department of Streets in good condition.

**SECTION NINE:** This ordinance shall be ineffective unless within three hundred sixty (360) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed three (3) days prior to the affidavit submittal date as specified in the last section of this ordinance, the owner(s) of the area to be vacated must fulfill the following monetary requirements, if applicable, as specified by the City of St. Louis Agencies listed below. All monies received will be deposited by these agencies with the Comptroller of the City of St. Louis.

- 1) CITY WATER DIVISION to cover the full expenses of removal and/or relocation of Water facilities, if any.
- 2) CITY TRAFFIC AND TRANSPORTATION DIVISION to cover the full expense of removal, relocation and/or purchase of all lighting facilities, if any. All street signs must be returned.
- 3) CITY STREET DEPARTMENT to cover the full expenses required for the adjustments of the City's alley(s), sidewalk(s) and street(s) as effected by the vacated area(s) as specified in Sections Two and Eight of the Ordinance.

**SECTION TEN:** An affidavit stating that all of the conditions be submitted to the Director of Streets for review of compliance with conditions 365 days (1 year) from the date of the signing and approval of this ordinance. Once the Director of Streets has verified compliance, the affidavit will be forwarded to the Board of Public Service for acceptance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

**Approved: July 5, 2006**

**ORDINANCE #67153  
Board Bill No. 96**

An ordinance authorizing and directing the Street Commissioner to take all necessary actions to honorarily designate Sullivan Street as "Noble Drew Ali Place".

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

**SECTION ONE.** Pursuant to the provisions of Ordinance 65233, Sullivan Street shall hereafter be honorarily designated as "Noble Drew Ali Place". The Director of Streets shall erected an honorary street-name sign at the intersection of Sullivan Street and Vandeventer Avenue, which sign shall read "Noble Drew Ali Place".

**Approved: July 11, 2006**

**ORDINANCE #67154  
Board Bill No. 83**

**AN ORDINANCE APPROVING THE PETITION OF 620 MARKET BUILDING, LLC AND STL MARKET BNK, LLC AS OWNERS OF CERTAIN REAL PROPERTY, TO ESTABLISH A COMMUNITY IMPROVEMENT DISTRICT, ESTABLISHING THE 620 MARKET COMMUNITY IMPROVEMENT DISTRICT, FINDING A PUBLIC PURPOSE FOR THE ESTABLISHMENT OF THE 620 MARKET COMMUNITY IMPROVEMENT DISTRICT, AND CONTAINING A SEVERABILITY CLAUSE.**

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

**WHEREAS**, a petition (as amended, the "Petition") signed by authorized representatives of the owners of all property located within the 620 Market Community Improvement District has been filed with the City, requesting formation and establishment of the 620 Market Community Improvement District; and

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

**WHEREAS**, a public hearing, duly noticed and conducted as required by and in accordance with the CID Act was held at \_\_\_\_\_ on \_\_\_\_\_, by the Board of Aldermen; and

**WHEREAS**, this Board of Aldermen hereby finds that the adoption of this ordinance is in the best interest of the City of St. Louis and that the property owners of the 620 Market Community Improvement District, as well as the City as a whole, will benefit from the establishment of the 620 Market Community Improvement District.

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

**Section One.**

(a) A community improvement district, to be known as the "620 Market Community Improvement District" (hereinafter referred to as the "District"), is hereby established pursuant to the CID Act on that real property identified at the time of adoption of this ordinance by Parcel Identification Number 6464-000-0100 to provide services, construct improvements, impose taxes and carry out other functions as set forth in the Petition, which is attached hereto as Appendix A and incorporated herein by this reference.

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

Part of Lot 2 of Tract 9 of "Civic Center Subdivision Plat 4: according to the plat thereof recorded in Plat Book 37 page 46 of the City of St. Louis Records and being also part of Blocok 6464 of the City of St. Louis, Missouri, being more particularly described as follows:

Beginning at the southwest corner of said Lot 2 having coordinates 97053.983 North and 211873.066 East; thence northwardly along the west line of said Lot 2 being also the east line of 7th Street, 74 feet wide, along a curve to the left having a radius of 310.792 feet, an arc distance of 114.134 feet to the point of tangency of said curve and having coordinates 97154.164 North and 211926.400 East; thence continuing along said line North 17°30'33" East 95.237 feet to the point of curvature of a 20 foot radius rounding curve having coordinates 97244.989 North and 211955.053 East; thence along said rounding curve to the right an arc distance of 31.425 feet to the point of tangency of said curve and being also a point in the south line of Market Street, 112 feet wide, and having coordinates 97258.042 North and 211980.152 East; thence eastwardly along said south line of Market Street, South 72°27'51" East 97.460 feet to a point having coordinates 97228.677 North and 212073.083 East; thence southwardly along a line parallel with the east line of said Lot 2, South 17°32'09" West 222.970 feet to

a point in the south line of said Lot 2, being also a point in the north line of Walnut Street, 85 feet wide, and having coordinates 97016.069 North and 212005.902 East; thence westwardly along said line along a curve to the left having a radius of 2300.000 feet, an arc distance of 138.172 feet to the point of beginning.

**Section Two.**

The District is authorized by the Petition, in accordance with the CID Act to impose a sales and use tax at a rate not to exceed one percent (1%) on retail sales within the District, to provide funds to accomplish any power, duty or purpose of the District. The District shall have no power to levy any special assessment or real property tax upon real property within its boundaries.

**Section Three.**

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

**Section Four.**

(a) Pursuant to the Petition, the District shall be in the form of a political subdivision of the State of Missouri, known as the 620 Market Community Improvement District.

(b) Pursuant to Section 67.1471 of the CID Act, the fiscal year for the District shall be the same as the fiscal year for the City of St. Louis.

(c) No earlier than one hundred and eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, the District shall submit to the Board of Aldermen a proposed annual budget for the District, setting forth expected expenditures, revenues, and rates of assessments, if any, for such fiscal year. The Board of Aldermen may review and comment on this proposed budget, but if such comments are given, the Board of Aldermen shall provide such written comments no later than sixty (60) days prior to the first day of the relevant fiscal year; such comments shall not constitute requirements, but shall only be recommendations.

(d) The District shall hold an annual meeting and adopt an annual budget no later than thirty (30) days prior to the first day of each fiscal year.

**Section Five.** The District is authorized to use the funds of the District for any of the improvements, services or other activities authorized under the CID Act.

**Section Six.** Pursuant to the CID Act, the District shall have all of the powers necessary to carry out and effectuate the purposes of the District and the CID Act as set forth in the CID Act, provided that, as stated in the Petition, the District shall not have the power to acquire any real property within the District by condemnation.

**Section Seven.** The City of St. Louis hereby finds that the uses of the District proceeds as provided for in the Petition hereto will serve a public purpose by remediating blight and encouraging the redevelopment of real property within the District.

**Section Eight.** The District is located in the 620 Market Street Area, which was declared "blighted" under Chapter 99 RSMo. in Ordinance No. 66979 of the City of St. Louis Board of Aldermen.

**Section Nine.** Within one hundred twenty (120) days after the end of each fiscal year, the District shall submit a report to the Register of the City and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made by the District during such fiscal year, and copies of written resolutions approved by the board of the District during the fiscal year. The Register shall retain this report as part of the official records of the City and shall also cause this report to be spread upon the records of the Board of Aldermen, pursuant to Section 67.1471 of the CID Act.

**Section Ten.** The term for the existence of the District shall begin on the date this ordinance becomes effective and shall continue for the term set forth in the Petition, as may be amended from time to time.

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

**Section Twelve.** The Register shall report in writing the creation of the 620 Market Community Improvement District to the Missouri Department of Economic Development.

**Section Thirteen.** The Petition provides that the District shall be governed by a Board of Directors consisting of five individual directors (collectively the "Directors" and each a "Director"), such Directors to be appointed by the Mayor of the City with the consent of the Board of Aldermen, in accordance with the CID Act. By his approval of this ordinance, the Mayor does hereby appoint the following named individuals as Directors of the District for the terms set forth in parentheses below, and by adoption of this ordinance the Board of Aldermen hereby consents to such appointments:

- (1) Nathaniel S. Walsh (four years), as legally authorized representative of 620 Market Building, LLC, a business operating within the District;
- (2) Kevin X. McGowan (four years), as legally authorized representative of 620 Market Maintenance, LLC, a business operating within the District;
- (3) Jerry Altman (two years), as legally authorized representative of 620 Market Events, LLC, a business operating within the District;
- (4) James Bolin (two years), as legally authorized representative of 620 Market Management, LLC, a business operating within the District; and
- (5) Jude Beller (two years), as legally authorized representative of 620 Market Realty, LLC, a business operating within the District.

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

#### APPENDIX A

620 Market Community Improvement District Petition

**IS ON FILE WITH THE CITY OF ST. LOUIS REGISTER'S OFFICE.**

**Approved: July 11, 2006**

**ORDINANCE #67155  
Board Bill No. 94  
Committee Substitute**

An ordinance prohibiting the issuance of any package liquor license for any non-licensed premises within the boundaries of the Twenty-second Ward Liquor Control District, as established herein, for a period of three years from the effective date hereof; containing exceptions and allowing, during the moratorium period, for the transfer of existing licenses, under certain circumstances; and containing an emergency clause.

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

**SECTION ONE. LEGISLATIVE FINDINGS.**

The existence of alcoholic beverage establishments appears to contribute directly to numerous peace, health, safety and general welfare problems including loitering, littering, drug trafficking, prostitution, public drunkenness, defacement and damaging of structures, pedestrian obstructions, as well as traffic circulation, parking and noise problems on public streets and neighborhood lots. The existence of such problems creates serious impacts on the health, safety and welfare of residents of single- and multiple-family within the district, including fear for the safety of children, elderly residents and of visitors to the district. The problems also contribute to the deterioration of the neighborhood and concomitant devaluation of property and destruction of community values and quality of life. The number of establishments selling alcoholic beverages and the associated problems discourage more desirable and needed commercial uses in the area. In order to preserve the residential character and the neighborhood-serving commercial uses of the area, there shall be a moratorium on the issuance of new liquor licenses within the area beginning at the intersection of the centerlines of Page Blvd. and Hamilton Ave., proceeding along the centerlines in a generally clockwise direction south to Etzel Ave., west to the city limits, northeast along the city limits to Interstate 70, southeast to N. Kingshighway Blvd., south to Natural Bridge Ave., west to Union Blvd., south to Lexington Ave., west on Lexington Ave. and continuing on a straight line to Arlington Ave., south to Dr. Martin Luther King Dr., west to Belt Ave., south to Page Blvd., west to Etzel Ave., southwest to Montclair Ave., north to Page Blvd., west to the point of the beginning. Such area shall be known as the Twenty-second Ward Liquor Control Area.

**SECTION TWO.** The Excise Commissioner is hereby prohibited, for a period of three years, beginning as of the effective date of this Ordinance, from approving the issuance of a package liquor license for any premises which is located within the boundaries

of the Twenty-second Ward Liquor Control District established in Section One of this ordinance.

**SECTION THREE.** Notwithstanding the provisions of Section Two of this Ordinance, the Excise Commissioner shall have authority to:

- (1) Approve transfer of an existing license to another premises within the petition circle of the currently licensed premises, pursuant to the provisions of subsection (B) of section 14.06.330 of Ordinance 61289; and
- (2) Approve the renewal of an existing license under the provisions of Section 14.08.090 of Ordinance 62656.
- (3) Approve the issuance of a new 5% license (Beer License).

**SECTION FOUR. EMERGENCY CLAUSE.**

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

**Approved: July 11, 2006**

**ORDINANCE #67156  
Board Bill No. 97**

An ordinance authorizing and directing the Mayor of the City of St. Louis and the Director of Public Safety to enter into agreement with the Federal Emergency Management Agency and other governmental agencies for reimbursement of funds spent on Katrina Relief by the City and other agencies, and authorizing the Mayor and the Director of Public Safety to enter into agreements with other public and private agencies for the reimbursement of funds expended for Katrina Relief, and appropriating said funds received according to federal law, and containing an emergency clause.

**WHEREAS,** the City of St. Louis is authorized under federal law to make application for reimbursement for funds expended by public and private agencies for Katrina Relief; and

**WHEREAS,** the Federal Emergency Management Agency (FEMA) requires agreements between government agencies and FEMA for the reimbursement of funds spent by government agencies and private agencies for Katrina Relief; and

**WHEREAS,** it is in the best interest of the City and other entities to enter into such agreements with FEMA and other public and private agencies for the reimbursement of funds expended for Katrina Relief.

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

**SECTION ONE.** The Mayor of the City of St. Louis and the Director of Public Safety are hereby authorized and directed to apply for and enter into agreements and execute other documents with the Federal Emergency Management Agency and other governmental agencies for reimbursement of funds spent on Katrina Relief by the City and other agencies.

**SECTION TWO.** The Mayor and the Director of Public Safety are hereby authorized and directed, upon approval of the Board of Estimate and Apportionment, to expend funds received for said purpose, which are hereby appropriated for said purpose, by entering into agreements with public and private agencies for the reimbursement of funds expended for Katrina Relief, pursuant to federal law.

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

**Approved: July 11, 2006**

**ORDINANCE #67157  
Board Bill No. 45**

**An Ordinance, authorizing and directing the Treasurer of the City of St. Louis, acting in his capacity as Supervisor of Parking Meters (“Treasurer”) to sell to Opus NWR Development LLC (“Opus”) rights to build a retail parcel and a condominium parcel on land belonging to the Treasurer in City Block 3884; and authorizing the Treasurer and other City Officials to enter into a declaration of reciprocal easements, covenants, conditions and restrictions and such other documents as many be necessary to develop the property as a mixed use public parking facility, retail and condominium development, and containing a severability clause and an emergency clause.**

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

**WHEREAS,** The Treasurer owns a parcel of real property in City Block 3884, located at the southwest corner of Euclid and Buckingham Court (vacated): and

**WHEREAS,** The Treasurer and Opus have proposed to vertically develop the real estate as three (3) separate and interdependent projects; a public parking garage containing approximately 170 parking spaces (the "Public Parking Project"), approximately 52 residential condominium units (the "Condominium Project"), and approximately 6000 square feet of retail space (the "Retail Project") (all the projects collectively referred to as the "Project") within a single building (the "Building") consisting of a total of seven levels, six of which shall be located at or above grade and one of which will be located below grade; and,

**WHEREAS,** to facilitate the development of the Project, the Treasurer will continue to own the fee simple title to the land and the Public Parking Project, and Opus desires to own the fee simple title to the Retail Project and the Condominium Project; and,

**WHEREAS,** the Treasurer has agreed to sell to Opus, and Opus has agreed to Purchase from Treasurer the Retail Project parcel and the Condominium Project parcel; and,

**WHEREAS,** the Treasurer and Opus desire to enter into a declaration of reciprocal easements, covenants and conditions and restrictions and such other documents as may be necessary to construct, develop, operate, and maintain the Project;

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

**SECTION ONE. Authorization to enter into Purchase Agreement with First Amendment ("Purchase Agreement").** The Treasurer is hereby authorized and directed to sell to Opus at a price of five hundred thousand dollars (\$500,000) rights to develop and own a Condominium Project and Retail Project on certain real estate belonging to the Treasurer. The Purchase Agreement, in the form attached hereto as EXHIBIT A, is hereby approved on behalf of the City of St. Louis. The Treasurer and other appropriate City officials are hereby authorized and directed to execute and deliver the Purchase Agreement in such form and with such changes, modifications or completions thereof, not inconsistent with the provisions of this Ordinance, as the City officials executing the same shall approve, and the Register is hereby authorized and directed to affix the corporate seal of the City thereto and to attest the same, and the signature of the City officials executing the same shall be conclusive as to their approval of such changes, modifications, or completions on behalf of the City.

**SECTION TWO. Authorization of Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions.** The Treasurer is hereby authorized and directed to enter into a declaration of reciprocal easements, covenants and conditions and restrictions to govern the rights and obligations of the parties owning the three projects. The Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions, in the attached as EXHIBIT B, is hereby approved on behalf of the City of St. Louis. The Treasurer and other appropriate City officials are hereby authorized and directed to execute and deliver the Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions in such form and with such changes, modifications or completions thereof, not inconsistent with the provisions of this Ordinance, as the City officials executing the same shall approve, and the Register is hereby authorized and directed to affix the corporate seal of the City thereto and to attest the same, and the signature of the City officials executing the same shall be conclusive as to their approval of such changes, modifications, or completions on behalf of the City.

**SECTION THREE. Special Warranty Deed.** The Treasurer is hereby authorized and directed to execute and deliver a Special Warranty Deed to Opus providing for the right to develop and own a Condominium Project and Retail Project on certain real estate belonging to the Treasurer as provided for in EXHIBIT A.

**SECTION FOUR. Further Authority.** The Mayor, the Comptroller, the Treasurer and other appropriate City officials are hereby authorized and directed to take such further actions and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out the sale of the real property and the intent of this Ordinance.

**SECTION FIVE. Severability.** 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 unconstitutional, the remaining sections of this Ordinance shall remain valid, unless the Court finds the valid sections of this Ordinance are so essentially and inseparably connected with, and do depend upon, the void section, that it cannot be presumed that the Board of Aldermen would have enacted the valid sections without the void ones; or unless the court finds the valid sections, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

**SECTION SIX. Emergency.** This being an Ordinance integral to the provision of a public work, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis, and therefore, this Ordinance shall become effective immediately upon its passage and approval by the Mayor.

**EXHIBIT A - Purchase Agreement, EXHIBIT A - Description of Parcel, EXHIBIT B - Description of Public Parking, EXHIBIT C - Definitions, EXHIBIT D - Permitted Exemptions, EXHIBIT E - Section 13.3 of FTA Contract, FIRST AMENDMENT TO PURCHASE AGREEMENT** is on file in the Register Office.

EXHIBIT B

-----Reserved for Recording Data-----

This instrument was prepared by  
and after recording return to:

D. Albert Daspin  
 Daspin & Aument, LLP  
 227 West Monroe Street, Suite 3500  
 Chicago, Illinois 60606

**DECLARATION OF RECIPROCAL EASEMENTS,  
 COVENANTS, CONDITIONS AND RESTRICTIONS  
 [PARK EAST LOFTS]**

**THIS DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS CONDITIONS AND RESTRICTIONS** ("Declaration") is made as of \_\_\_\_\_, 2006, by Opus NWR Development, L.L.C., a Delaware limited liability company ("Declarant").

**RECITALS**

A. Declarant anticipates vertically developing that certain parcel of real property, having an area of approximately 39,000 square feet located north of the northwest corner of Euclid Avenue and Laclede Avenue, City of St. Louis, Missouri (the "**City**"), which is approximately depicted on Exhibit A, attached hereto and made a part hereof (collectively, the "**Parcel**"), as three (3) separate and interdependent projects within a single building (such building, together with any renewals or replacements thereof, is sometimes hereinafter referred to as the "**Building**") to be constructed by Declarant on the Parcel, consisting of a total of eight levels, six of which shall be located at or above grade and two of which will be located below grade.

B. In connection with Declarant's proposed development of certain portions of the Parcel, the Parcel has been vertically subdivided into three tracts, depicted as Tract 1, Tract 2 and Tract 3 on Exhibit A-1 attached hereto and made a part hereof, and legally described on Exhibit B attached hereto and made a part hereof, which such tracts, together with the buildings and improvements on each, if any, are sometimes hereinafter referred to individually as a "**Tract**" and collectively as the "**Tracts**" or the "**Project**." The Project is commonly known as Park East Lofts.

C. The Treasurer of the City of St. Louis, Missouri, acting in his capacity as the Supervisor of Parking Meters, a Missouri municipal corporation (the "**Treasurer**"), is the owner of Tract 1, which is anticipated to contain the Common Areas (as hereinafter defined) and that part of the Building proposed to be developed for public parking purposes containing, among other things, approximately 180 parking spaces in the aggregate and related improvements, including, without limitation, all necessary mechanical areas, elevator shafts, stairwells, and similar improvements, located in the below-grade levels, a portion of the ground floor, and a portion of the first above-grade level of the Building.

D. Declarant is the owner of Tract 2, which is anticipated to contain that part of the Building proposed to be developed for retail purposes containing approximately 6,100 square feet of retail space and related improvements located in a portion of the ground floor of the Building. Tract 2 is above the portion of Tract 1 on the below-grade level of the Building, adjacent to the portions of Tract 1 and Tract 3 located on the ground floor of the Building.

E. Declarant is the owner Tract 3, which is anticipated to contain that part of the Building proposed to be developed for residential condominium purposes comprised of one partial floor and three full floors of above-grade residential condominium space containing approximately 52 condominium units, approximately 67 parking spaces located on the second and third levels of the Building, and related improvements, including, without limitation, certain ground floor space to be used for condominium lobby, mechanical, elevator and stairwell purposes and those columns of space within which all mechanical areas, elevator shafts, stairwells and similar improvements which are necessary to permit the operation of the proposed residential condominium improvements are anticipated to be constructed as part of the proposed residential condominium improvements. Tract 3 is primarily above Tract 1 and Tract 2, with the portion thereof containing certain mechanical areas, elevator shafts, stairwells, ground floor lobby and administration office areas located adjacent to the ground floor portion of Tract 1 and Tract 2.

F. Declarant desires to impose certain easements, covenants, conditions and restrictions upon the Tracts for the purpose of facilitating the economic and related development of the Project.

NOW, THEREFORE, in connection with the development of the Project, Declarant does hereby declare that each of the following grants, easements, covenants, conditions and restrictions shall exist at all times hereafter and be binding upon, and inure to the benefit of, each Tract in the Project.

1. **EASEMENT DECLARATIONS AND GRANTS.**

(a) Access. Subject to the conditions and limitations hereinafter set forth, Declarant hereby declares and grants for the benefit of each of the Tracts, a nonexclusive easement appurtenant to each Tract, upon, over and across the access areas (including all emergency exit corridors and hallways within the Building), driveways, sidewalks, and walkways of the Tracts, all as shown and depicted on Exhibit A as the same may exist from time to time, for the purpose of providing the owner from time to time of each Tract and its tenants and occupants and their respective employees, customers, agents and invitees having business in the Project with (i) vehicular, pedestrian and bike ingress and egress to, from and between each Tract, and (ii) use of the driveways of the Project for access to Euclid Avenue. Nothing herein contained shall be construed to provide any parking rights on any Tract to the owner of any other Tract or its tenants or occupants or their respective employees, customers, agents or invitees having business in the Project.

(b) Utilities. Subject to the conditions and limitations hereinafter set forth, Declarant hereby declares and grants for the benefit of each Tract, a non-exclusive easement appurtenant to each such Tract over, across, upon and under each of the other Tracts for the use for their intended purposes of all Utility Systems (as defined below) located, or to be located, in the improvements constructed within each of the other Tracts and connected, or to be connected, to the Utility Systems located in the applicable Tract which provide or shall be necessary to provide such applicable Tract with any utilities or other services or which may otherwise be necessary to the operation of the improvements located within such applicable Tract, together with the right of access to such Utility Systems within each of the other Tracts and areas adjacent thereto as may be reasonably and temporarily necessary for purposes of installing, maintaining, repairing, replacing, and renewing the same.

For purposes hereof, the term "**Utility Systems**" shall mean all components, and any replacements, renewals or substitutions therefor, of the storm water, sanitary sewer and waste, domestic water, gas, electrical, telephone, cable television, communication, central air handling and fan, temperature control, combination stand pipe and low-level sprinkler, detector and alarm, master antenna, emergency power, elevator, lighting protection and any other utility systems forming a part of the improvements constructed within any Tract and designed or utilized to furnish utility and/or any other utility services to any portion of such improvements, including without limitation, enunciators, antennae boxes, brackets, cabinets, cables, coils, computers, conduits, controls, control centers, cooling towers, couplers, devices, ducts, elevator cars, equipment, fans, fixtures, generators, hangers, heat traces, indicators, junctions, lines, machines, meters, motors, outlets, panels, pipes, pumps, radiators, risers, shafts, starters, switches and switchboards, systems, tanks, transformers, valves, wiring and the like. The owner of each Tract shall not permit the flow of toxic or hazardous substances or any other substance from such Tract into the storm water system, the sanitary sewer system or any other utility system which is not permitted to be discharged into the storm water system, the sanitary sewer system or any other utility system serving the Project by any applicable law, statute or regulation or otherwise

(c) Maintenance. Subject to the conditions and limitations hereinafter set forth, Declarant hereby declares and grants for the benefit of each of the Tracts, a non-exclusive easement appurtenant to each Tract over, across, upon and under those portions of each of the other Tracts as may be necessary for the purpose of permitting the owner of the applicable Tract to perform its obligations in accordance with the provisions of Section 4(c) and Section 4(d) of this Declaration.

(d) Building Construction. Subject to the conditions and limitations hereinafter set forth, Declarant hereby declares and grants for the benefit of each Tract a non-exclusive easement appurtenant to each such Tract, over, across, upon and under the portions of each of the other Tracts as may be temporarily and reasonably necessary for the purpose of constructing and installing the buildings and improvements approved by Declarant ("**Constructed Improvements**") within such Tract.

(e) Encroachment. Subject to the conditions and limitations hereinafter set forth, Declarant hereby declares and grants for the benefit of each Tract, a non-exclusive easement appurtenant to each such Tract over, across, upon and under each of the other Tracts for encroachments of the improvements constructed within the applicable Tract, in the event and to the extent that, by reason of the original construction of the improvements constructed within such applicable Tract or the subsequent settlement or shifting of any part of such improvements, any part of such improvements encroaches or shall hereafter encroach upon any portion of such other Tract for as long as the encroaching portion of such improvements continues to exist, together with the right of access to such encroaching improvements and areas adjacent thereto as may be reasonably and temporarily necessary for purposes of maintaining and repairing the same.

(f) Structural Support. Subject to the conditions and limitations hereinafter set forth, Declarant hereby declares and grants for the benefit of each Tract, a non-exclusive easement appurtenant to each such Tract, in and to all structural members, footings, caissons, foundations, columns and beams and any other supporting components located in or constituting a part of each of the other Tracts for the support of the improvements located within the applicable Tract and any facilities located in such other Tract with respect to which the owner of the applicable Tract is granted an easement pursuant to this Declaration, together with the right of access to such supporting components and areas adjacent thereto as may be reasonably and temporarily necessary for purposes of installing, maintaining, repairing, replacing, and renewing such structural members, footings, caissons, foundations, columns and beams and other supporting components.

(g) Structural Support Maintenance. Declarant hereby reserves to itself and declares and grants for the benefit of Tract 3, a non-exclusive easement appurtenant to Tract 3, over, across, upon and under those portions of the Tracts as may be necessary for the purpose of permitting Declarant to perform its obligations in accordance with the provisions of Section 4(c) of this Declaration.

(h) Common Areas Construction. Declarant hereby reserves for itself and declares and grants for the benefit of Tract 3, a non-exclusive easement appurtenant to Tract 3, over, across, upon and under those portions of the Common Areas and the Tracts as may be necessary for the purpose of permitting Declarant to construct, install, maintain, repair, replace and renew the improvements thereon including, without limitation, the entrance areas of the Project, the Common Areas improvements, utility lines, irrigation systems and other utilities and systems located outside the Building which service any part of the Project, and the like.

(i) Miscellaneous. The owner of each Tract, in the exercise and use of the rights and privileges herein granted, will not create a nuisance or do any act which would materially and adversely affect the Project or part thereof. Any work to be performed in connection with the easement rights granted herein shall be subject to the provisions of Section 4(b)(i) hereof, and the owner(s) of the Tract(s) benefitted thereby shall, at their sole cost and expense, comply with the same; if more than one Tract is benefitted by such easement rights, the cost of compliance shall be equitably shared between such Tracts based upon the nature and extent of the easement rights benefitting each such Tract.

Declarant hereby reserves non-exclusive easements under, over, through and across the sidewalks, driveways, parking areas, ramps, landscaping, walkways, aisles, or retaining walls on any of the Tracts and all other areas of any of the Tracts, including the areas within the Building, for the purposes of installing, maintaining, repairing, replacing, renewing and using the Utility Systems which are or may be located in the Project to service any part of the Project, including any of the Tracts. Each Tract owner shall maintain any private utility lines located on its respective Tract (and, if required by the public utility, any public utility located on its respective Tract). If any such utility line is used exclusively by another Tract owner, then said other Tract owner shall be solely responsible for the maintenance of said utility lines and the costs of such maintenance; if more than one Tract is benefitted by any such utility line, then the maintenance of said utility lines, and the costs of such maintenance, shall be equitably shared between such Tracts based upon the nature and extent of the benefit of such utility line to each such Tract. Declarant covenants that in the exercise of the easements hereby reserved, Declarant shall not disturb any Tract owner's use of its Tract except as reasonably and temporarily necessary, and Declarant shall interfere with the business being operated on any such Tract as little as reasonably possible in the exercise of Declarant's rights herein.

2. **DURATION.** The easements, covenants, conditions and restrictions herein contained shall be perpetual, shall create mutual benefits and covenants running with the land and shall be binding upon any owner, tenant, or occupant of the Project and their respective heirs, personal representatives, successors and assigns.

3. **COMMON AREAS.** The sidewalks, access driveways, recreation areas, landscaping, walkways, and other facilities of the Project located outside the Building and designed for use by all tenants and occupants of the Project, and their employees, agents, customers and invitees, as shown on Exhibit A as the same may exist from time to time, are herein together referred to as the "Common Areas". The Common Areas shall not include any portion of the Building (including any appurtenant canopies, supports and other outward extensions). The Common Areas shall not be used for any purpose other than pedestrian movement and the passage of motor vehicles and parking and passage of bicycles, landscaping, signage, sidewalk sales approved by Declarant, in each case subject to reasonable, non-discriminatory rules and regulations as may be established by Declarant from time to time, including, without limitation, rules and regulations governing traffic flow, traffic management, and the like, to facilitate access and parking with respect to each Tract. Without limiting the generality of the foregoing, Declarant reserves the right to erect, install and implement, as the case may be, traffic signs and signals, traffic control devices (including, without limitation, speed bumps and/or tire stops), access and security control measures and the like to facilitate the orderly administration and use of the Common Areas and the parking areas within the Building by those parties entitled to use the same. The owner of Tract 1 shall have the right to construct, install, operate, maintain, repair and replace one monument sign in that portion of the Common Areas designated by Declarant, which such monument sign shall be of a size, type and design approved by Declarant. Declarant reserves the right to remove any unauthorized signage from the Common Areas.

4. **CONDITIONS AND RESTRICTIONS; STRUCTURAL SUPPORT.**

(a) **Building.** Except as permitted by the prior written approval of Declarant, no improvements shall be constructed, erected, expanded or altered on Tract 1 or Tract 2 until the plans for the same (including site layout, signage, civil engineering drawings (including finished floor elevations), exterior appearance, and parking, if any) have been approved by Declarant, which approval shall not be unreasonably withheld so long as such plans shall be substantially in accordance with Declarant's project development plans submitted to and approved by the City of St. Louis as part of the planned development of the Project. All construction work shall, upon approval of plans by Declarant, be prosecuted with all due diligence, and subject to the conditions and limitations herein contained.

(b) **Construction; Landscaping; Building Maintenance; Marketing.** Use and enjoyment by the owner of each Tract of the easement rights and declarations herein granted shall be subject to the following terms, covenants and restrictions.

(i) Following completion of the Building, the owner of such Tract (each, a "**Constructing Owner**") shall pay all reasonable costs and expenses incurred by any other Tract owner due to damage to the Project arising from or related to such Constructing Owner's construction operations at such Constructing Owner's Tract. Prior to the exercise of the easement granted by Section 1(e) of this Declaration, the owner of the applicable Tract shall advise the owner of each of the other Tracts of such proposed exercise and shall provide plans and specifications and construction schedule relating thereto to the owner of each of the other Tracts, including proposed construction techniques for the Constructed Improvements. In addition, the owner of the applicable Tract shall reasonably cooperate with the owner of each of the other Tracts to coordinate the construction and installation of any Constructed Improvements with any construction or business operations on such other Tract, including taking such actions as may be reasonably required to accommodate any critical path construction schedule of the owner of such other Tract. No Constructing Owner shall materially obstruct the free flow of pedestrian or vehicular traffic upon, across and within the Project during any period of construction at such Constructing Owner's Tract or at any time thereafter. During such period of construction, such Constructing Owner may use the access driveways of the Project for construction vehicle access to, from and between such Constructing Owner's Tract and Euclid Avenue and Buckingham Place. During such period of construction, such Constructing Owner shall cause the driveways and other portions of the Project to be maintained free of all materials and supplies arising out of or resulting from such Constructing Owner's construction and otherwise in a neat and orderly condition undisturbed from such Constructing Owner's construction operations. Any vehicle or equipment used in such construction or any materials used in such construction shall be parked or stored only in an area, if any, approved in writing by Declarant. Each Constructing Owner agrees to defend, indemnify and hold harmless each other Tract owner and its tenants and occupants from and against any and all loss, cost, damage, liability, claim or expense (including, without limitation, reasonable attorneys' fees and costs) arising from or relating to such Constructing Owner's construction operations. All construction operations at such Constructing Owner's Tract shall be performed in a lien-free and good and workmanlike manner, in accordance with

all laws, rules, regulations and requirements, including, without limitation, such reasonable, non-discriminatory rules and regulations for the Tracts as may be promulgated by Declarant. No Constructing Owner shall permit or suffer any mechanic's liens claims to be filed or otherwise asserted against the Project in connection with such Constructing Owner's construction operations, and shall promptly discharge the same in case of the filing of any claims for liens or proceedings for the enforcement thereof, or in the event such Constructing Owner in good faith desires to contest the validity or amount of any mechanic's lien, such Constructing Owner shall have the right to contest the validity or amount of any such mechanic's lien, provided that (i) such Constructing Owner deposits with the owner of the Tract affected by such mechanic's lien cash or a letter of credit or other security reasonably acceptable to such affected Tract owner in an amount equal to one hundred fifty percent (150%) of the amount of said lien to insure payment and prevent any sale or forfeiture of any part of the affected Tract by reason of nonpayment; (ii) neither the affected Tract nor any part thereof or interest therein would be in any substantial danger of being sold, forfeited, or lost, (iii) such affected Tract owner would not be in any substantial danger of any civil or criminal liability for failure to comply therewith; and (iv) such Constructing Owner promptly notifies such affected Tract owner, in writing, of such contest. Any such contest shall be prosecuted with due diligence and such Constructing Owner shall promptly after the final determination thereof pay the amount of any such lien, together with all interest, penalties and other costs payable in connection therewith. Any such letter of credit deposited hereunder shall be issued by a national bank reasonably acceptable to such affected Tract owner. Each Constructing Owner and its tenants and their respective contractors and subcontractors shall be solely responsible for the transportation, safekeeping and storage of materials and equipment used in connection with such Constructing Owner's construction operations, and for the removal of waste and debris resulting therefrom. In the event any Constructing Owner's construction operations detrimentally affect the condition of any portion of the Project, such Constructing Owner shall restore the Project, or part thereof, to its condition existing prior to commencement of such Constructing Owner's construction operations, including, without limitation, all repairs or replacements of, in, on, under, within, upon or about the Project, whether interior or exterior, structural or non-structural. No such construction operations shall result in a labor dispute or encourage labor disharmony. Prior to commencement of such Constructing Owner's construction operations, such Constructing Owner shall obtain, at its sole cost and expense, and maintain during the performance of such Constructing Owner's construction operations, workers compensation insurance covering all persons directly employed by such Constructing Owner in connection with such Constructing Owner's construction operations and with respect to which death or injury claims could be asserted against Declarant, such Constructing Owner, the Project or any interest therein as required by applicable laws and regulations, together with commercial general liability insurance for the mutual benefit of Declarant and such Constructing Owner with limits not less than the amounts set forth in Section 7 hereof, and all risk builder's risk insurance for full insurable value covering any improvements constructed. All such insurance shall be written by solvent insurance companies licensed in the State of Missouri and all such policies of insurance or binders of insurance shall be delivered to Declarant prior to commencement of such Constructing Owner's construction operations.

(ii) No delivery or service trucks servicing the business operations located on the Retail Tract shall be permitted to park in any portion of the Project, unless otherwise permitted in writing by Declarant.

(c) Structural Support. In addition to the maintenance obligations set forth in Section 5 hereof, the owners of the Tracts shall each be responsible for keeping, repairing, maintaining and restoring the structural elements of the Building to the extent constructed within its respective Tract. Any such repairs, maintenance, restoration, substitutions or additions shall be performed subject to and in accordance with the conditions and limitations set forth in Section 4(b) of this Declaration. No owner of any Tract shall do or permit any act which would materially and adversely affect the structural integrity or safety of the Building. If for any reason the owner of any Tract fails to keep, repair, maintain or restore the structural elements of the improvements constructed within such Tract in the manner required by this Declaration, then, in addition to any other remedy available to Declarant hereunder, Declarant may cure any such failure, and to do so, may enter upon such owner's Tract, without being liable for prosecution or any claim for damages therefor, and the owner of such Tract shall be responsible for reimbursing Declarant on demand for any expenses which Declarant may incur in so paying or performing such owners' obligations hereunder, together with interest on such expenses at the Interest Rate, until the owner of such Tract makes full payment of all amounts owing to Declarant at the time of said payment.

Declarant may from time to time elect ("**Structural Support Election**") to maintain and repair the structural elements of the Building in the manner hereinafter set forth. Any such Structural Support Election shall be in writing and shall be given to each of the owners of the Tracts, and shall specify a date (no earlier than thirty (30) days following the date of the Structural Support Election) by which Declarant intends to commence maintenance and repair of the structural elements of the Building. In the event Declarant makes a Structural Support Election (i) Declarant shall, subject to reimbursement as provided herein, cause to be maintained and repaired the structural elements of the Building, consistent with the terms and provisions of the immediately preceding grammatical paragraph, (ii) the owner of each of the Tracts shall not be required to so maintain the structural elements of any improvements constructed within such owner's Tract, notwithstanding the provisions of the immediately preceding grammatical paragraph, and (iii) the owner of each Tract shall pay to Declarant its proportionate share of expenses incurred by Declarant in performing the maintenance and repair of the structural elements of the Building within ten (10) days after receipt of an invoice from Declarant from time to time. For purposes of this Declaration, each such Tract owner's proportionate share shall be the percentage set forth on Exhibit D attached hereto and made a part hereof. In the event Declarant makes a Structural Support Election, Declarant may promulgate such reasonable, non-discriminatory rules and regulations for the Tracts as Declarant deems reasonable and necessary, and the owners of each of the Tracts shall be bound thereby.

Declarant may from time to time elect to cancel ("**Structural Support Cancellation**") any Structural Support Election and no longer be responsible for the repair and maintenance of the structural elements of the Building in the manner hereinafter set forth. Any such Structural Support Cancellation shall be in writing and shall be given to each of the owners of the Tracts, and shall

specify a date, no earlier than ninety (90) days following the date of the Structural Support Cancellation, by which Declarant shall no longer be responsible for the maintenance and repair of the structural elements of the Building. In the event Declarant makes a Structural Support Cancellation, the owner of each of the Tracts shall, on the date specified in the Structural Support Cancellation, resume responsibility for the maintenance and repair of the structural elements of the portion of the Building located within its respective Tract in the manner required by the first grammatical paragraph of this Section 4(c). Nothing herein contained shall preclude Declarant from making a Structural Support Election subsequent to a Structural Support Cancellation.

(d) Operation of Utility Services. The owner of each Tract shall operate the Utility Systems within its tract in a manner which will provide the owner of the other Tracts with comfortable occupancy and enjoyment of the improvements constructed within each such owner's other Tract for its intended use as first-class retail, office, commercial or residential property, but in no event shall any owner of any Tract be obligated to use more than reasonable diligence in performing the services required of such owner as set forth in this Declaration or be liable for consequential, punitive, special, incidental or similar type damages for failure to so perform. Notwithstanding the foregoing, the owner of each Tract shall reserve the right to curtail or halt the performance of any service provided by any Utility System at any time in reasonable respects and for a reasonable period of time to perform any required maintenance, repair or renewal of such Utility System. If any utility service, including, without limitation, water and electricity, for more than one Tract is not separately metered, then the owners of each such Tracts shall install a submeter for each such common utility service, and each such owner shall pay its share of the costs of such common utility service, as determined by such submeter.

Declarant hereby reserves unto itself, the right to cure any failure of the owner of any Tract to make such repairs, maintenance or restoration as are required under the aforesaid covenants, conditions and reservations and as required under Sections 5 and 8 hereof; provided, however, Declarant shall not be entitled to cure any such failure unless Declarant has first given the owner of such Tract written notice of such failure and such owner has not cured such failure within ten (10) days after delivery of such notice or, in case such cure cannot be effected within said 10-day period and such owner is diligently pursuing such cure, such additional period as may be reasonably necessary to effect such cure, and provided further that, with respect to a failure by such owner to maintain insurance set forth in Section 4(b)(i) and Section 7 hereof or with respect to any event, fact or circumstance which involves imminent threat of injury or damage to persons or property, the aforesaid cure period shall not apply. All reasonable costs incurred by Declarant in performing such repairs, maintenance or restoration shall be due from any such owner upon demand, and, in addition, such owner shall pay interest on such costs from the date of expenditure by Declarant until the date of reimbursement by any such owner, at an interest rate (the "Interest Rate") equal to four percent (4%) per annum in excess of the published prime rate of interest of U.S. Bank National Association (or similar institution if said bank shall cease to exist or to publish such a prime rate) provided that such rate shall not exceed the highest rate permitted by applicable law.

5. **REPAIR AND MAINTENANCE OF COMMON AREAS; COMPLIANCE WITH LAWS; REAL ESTATE TAXES.**

(a) Repairs and Maintenance. Except as otherwise expressly provided herein, each Tract owner shall, at such Tract owner's sole cost and expense, in a manner consistent with "Class A" mixed use buildings in the greater St. Louis, Missouri metropolitan area, (i) keep such Tract owner's Tract free of obstruction, clean, swept and in good repair and renew any portions thereof as necessary, (ii) keep such Tract owner's Tract lighted during hours of darkness when any business operations located upon such Tract owner's Tract are open for business, (iii) keep any parking areas, access driveways and entrance areas located on such Tract owner's Tract properly maintained, operated, replaced, repaired, repaved, continuously lighted, striped, and sealed, (iv) provide trash service for such Tract owner's Tract, and (v) perform such other maintenance and repairs as are customary for "Class A" mixed use buildings in the greater St. Louis, Missouri metropolitan area. All maintenance and repairs shall be done as quickly as possible and at such times and in such a manner as shall minimize any inconvenience to the business conducted in the Project and to delivery vehicles servicing such business.

(b) Compliance With Laws; Payment of Real Estate Taxes; Universal Common Area Maintenance Items.

(i) Generally. Each Tract owner shall comply with all laws, rules, regulations and requirements of public authorities relating in any manner whatsoever to such Tract owner's Tract. Each Tract owner shall pay one hundred percent (100%) of the real estate taxes, if any, which are due and payable for each such Tract owner's Tract and insurance premiums payable with respect to each such owner's Tract required by Section 4(b)(i) and Section 7 hereof. For purposes of this Declaration, real estate taxes shall include all taxes, installments of assessments and governmental charges of any kind and nature whatsoever levied or assessed against the Project and any improvement thereon.

(ii) Universal Common Area Maintenance Items. Anything in Section 5(b)(i) to the contrary notwithstanding, Declarant shall (a) maintain and repair all utility lines and retaining walls within the Common Areas, in accordance with the requirements of applicable governmental authorities, (b) insure the Common Areas, (c) keep the Building insured in an amount equivalent to the full replacement value thereof (excluding foundation, grading and excavation costs) against loss or damage by fire and such other risks of a similar or dissimilar nature customarily covered with respect to buildings and improvements similar in construction, general location, use, occupancy and design to the Building, and the policies of such insurance shall name Declarant or a financial institution or other entity selected by Declarant (the "Insurance Trustee") as loss payee for the purpose of collecting and disbursing the insurance proceeds described in Section 8 of this Declaration, and (d) perform any other Common Areas maintenance to the extent the same covers services directly benefiting a Tract owner's Tract, but which cannot be billed to or contracted for separately by the owner of such Tract, including, without limitation, costs for security, lighting and signage (collectively, "**Universal Common Area Maintenance Items**").

(iii) *Payments.* In addition to payment of amounts described in the second sentence of Section 5(b)(i), each Tract owner shall pay to Declarant on a quarterly basis, in advance, in accordance with Declarant's estimate, and subject to adjustment after the end of the year on the basis of the actual costs for such year, its respective proportionate share of the cost of the Universal Common Area Maintenance Items, including, without limitation, any deductible incurred in connection with any loss covered by the insurance obtained by Declarant pursuant to Section 5(b)(ii)(c) of this Declaration.

6. **INDEMNIFICATION.** The owner of each Tract agrees to defend, indemnify and hold harmless the other Tract owners from and against any and all claims, actions, damages, fines, liabilities and expenses of every kind, nature and sort whatsoever (including reasonable attorney's fees, court costs and expenses) which may be imposed upon, incurred by or asserted against the indemnified party or its property in connection with loss of life, personal injury and/or property damage arising from or relating to any occurrence in, upon or at the Tract owned by the indemnifying party, or any part thereof, or from exercise of the easement rights granted herein, except to the extent caused by the willful or negligent acts or omissions of the indemnified party or to the extent covered by insurance. With respect to any indemnification provided for hereunder, the indemnifying owner shall immediately respond and take over the expense, defense and investigation of all such claims arising under this indemnity.

Each Tract owner ("**Releasing Owner**") shall release and waive for itself, and each person claiming by, through or under it, each other Tract owner ("**Released Owner**") from any liability for any loss (including any deductible loss) or damage to any property of such Releasing Party located upon any portion of the Project and for any business conducted upon any portion of the Project, without regard to any negligence on the part of the Released Owner which may have contributed to or caused such loss, or of the amount of such insurance required to be carried or actually carried; provided, however, the foregoing release shall not apply to any loss or damage attributable to an environmental condition caused by the Released Owner. Each Tract owner agrees to use all reasonable efforts to obtain, if needed, appropriate endorsements to its policies of insurance with respect to the foregoing release; provided, however, that failure to obtain such endorsements shall not affect the release hereinabove given.

7. **INSURANCE.** Each Tract owner shall cause to be procured and maintained commercial general public liability insurance with a combined single limit of no less than \$3,000,000.00 on an occurrence basis, which policy or policies shall:

- (a) name as insured the Declarant and Declarant's management agent;
- (b) be written by solvent insurance companies licensed in the State of Missouri;
- (c) provide that such policy or policies may not be canceled by the insurer without first giving each named insured and Declarant at least thirty (30) days' prior written notice;
- (d) protect and insure the parties designated in clause (a) above on account of any loss or damage arising from injury or death to persons or damage or destruction to property caused by or related to or occurring on (i) any such Tract; (ii) any construction or reconstruction that any such Tract owner may perform in connection with such owner's Tract; and (iii) any act or omission of any such Tract owner, and its respective agents, employees, licensees, invitees or contractors on any portion of such Tract; and
- (e) include contractual liability coverage insuring the indemnity obligations provided for herein.

Any such coverage shall be deemed primary to any liability coverage secured by any other Tract owner covering such owner's Tract.

Nothing herein contained shall prevent any Tract owner from taking out insurance of the kind and in the amount provided for hereunder under a blanket insurance policy or policies which may cover other properties owned or operated by such Tract owner as well as its Tract; provided, however, that any such policy of blanket insurance of the kind provided for shall specify therein the amounts thereof allocated to such Tract or such Tract owner shall furnish each other Tract owner with a written statement from the insurers under such policies specifying the amounts of the total insurance allocated to such Tract, and provided further, that such policies of blanket insurance shall, as respects such Tract, contain the various provisions required of such an insurance policy by the foregoing provisions of this Declaration. Further, if any Tract owner demonstrates to Declarant that it has a tangible, net financial worth in accordance with generally accepted accounting principles of at least \$200,000,000.00, as evidenced by financial statements certified by its chief financial officer, such Tract owner may elect to act as a self insurer in respect to the insurance coverages required to be maintained under this Declaration. If such Tract owner so elects to become a self-insurer, such Tract owner shall deliver to Declarant and to each other Tract owner notice in writing of the required coverages which it is self-insuring setting forth the amounts, limits and scope of the self-insurance in respect to each type of coverage self-insured. Any such Tract owner agrees to defend, indemnify and hold harmless each other Tract owner from and against any loss, cost, damage, expense (including attorneys' fees and court costs), claim, cause of action or liability that would have been covered by the insurance policy replaced by the self-insurance.

Each Tract owner shall deliver binders or certificates (ACORD Form 27 or equivalent) of such policies of insurance to each other Tract owner upon demand.

8. **DAMAGE AND DESTRUCTION.**

- (a) In the event of any damage or destruction to any portion of the Building within any one Tract, such damage or destruction shall be repaired and restored by the owner of such Tract in as timely a manner as practicable under the circumstances;

otherwise, the repair and restoration of such damage or destruction (except as otherwise provided in the immediately succeeding grammatical paragraph) shall be the joint responsibility of the owner(s) of such Tracts containing the portion of the Building which has been damaged. Said repair and restoration shall be commenced and pursued to completion in as timely a manner as practicable and shall be performed on behalf of all owners of such affected Tracts by a contractor or contractors jointly selected by such owners, and in accordance with plans and specifications which shall provide for such improvements to be rebuilt as nearly as commercially practicable to the improvements as constructed prior to the damage unless prohibited by law or unless such owners otherwise agree. If the cost and expense of performing any repair and restoration provided for in this Section 8 shall exceed the amount of available insurance proceeds, if any, paid by reason of the damage, then such excess cost and expense (or the entire amount of such cost and expense, if there be no insurance proceeds) shall be borne by such owners in proportion to the cost and expense of repairing and restoring to their former condition their respective portions of the improvements located in each such owner's respective Tract.

(b) All insurance moneys recovered on account of damage to or destruction of the Building shall be deposited with and held by the Insurance Trustee, shall be applied to the payment of the costs of restoring the Building, and shall be paid out from time to time to the owner of each Tract as such restoration progresses with respect to such owner's Tract upon the written request of such owner, accompanied by a certificate of the architect or a qualified professional engineer directing such restoration stating that as of the date of such certificate: (a) the sum requested is justly due to the contractors, subcontractors, materialmen, laborers, engineers, architects, or persons, firms or corporations furnishing or supplying work, labor, services or materials for such restoration, or is justly required to reimburse the owner of such Tract for any expenditures made by such owner in connection with such restoration, and when added to all sums previously paid out by the Insurance Trustee does not exceed the value of such restoration performed to the date of such certificate by all of said parties; (b) except for the amount, if any, stated in such certificates to be due for work, labor, services or materials, there is no outstanding indebtedness known to the person signing such certificate, after due inquiry, which is then due for work, labor, services or materials in connection with such restoration, which, if unpaid, might become the basis of a mechanic's lien or similar lien with respect to such restoration or a lien upon the Project, or any portion thereof; and (c) the aggregate costs, as estimated by the person signing such certificate, of the completion of such restoration required to be done subsequent to the date of such certificate in order to complete such restoration do not exceed the sum of the remaining insurance moneys held by the Insurance Trustee after payment of the sum requested in such certificate.

The Insurance Trustee shall not be required to pay out any insurance moneys to the owner of a Tract if such owner fails to supply satisfactory evidence of the payment of work, labor, services or materials performed, furnished or supplied, as aforesaid. Upon completion of the restoration of the Building and payment in full thereof by the owners of the Tracts, the Insurance Trustee shall, within a reasonable period of time thereafter, turn over to the owner of each affected Tract (in proportion to the cost and expense of repairing and restoring its respective portions of the Building located in each such owner's respective Tract) all insurance moneys then remaining upon submission of proof reasonably satisfactory to the Insurance Trustee that such restoration has been paid for in full and the damaged or destroyed portion of the Building repaired, restored or rebuilt as nearly as possible to the condition as existed immediately prior to such damage or destruction in accordance with the provisions herein contained.

(c) If the Building is destroyed or substantially damaged and the owners of all Tracts agree not to rebuild, repair or restore the Building, then such owners shall forthwith remove all rubble and debris resulting from such damage or destruction and restore the site to a safe, orderly and clean condition as soon as possible and maintain landscaping as required by the City. In the event such owners agree not to rebuild such improvements such owners may make provision for the sale of such owners' Tracts and distribution of sale proceeds.

9. **USE.** The Project shall not be used for any activity proscribed on Exhibit C attached hereto and made a part hereof. The owner of Tract 1 shall continuously operate the improvements within Tract 1 for 24 hour public parking purposes and for no other use or purpose. All uses shall comply with the applicable zoning ordinances of the City. Said zoning ordinances shall govern if inconsistent herewith to the extent actually inconsistent. If not inconsistent herewith, the standards herein contained shall be considered as requirements in addition to said zoning ordinances.

10. **NOT A PUBLIC DEDICATION.** Nothing herein contained shall be deemed to be a grant or dedication of any portion of the Project to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed. Declarant shall have the right to close any portion of the Project owned by Declarant to the extent as may, in Declarant's reasonable opinion, be necessary to prevent a dedication thereof or the accrual of any rights to any person or the public therein; provided, however, in the exercise of any rights pursuant to this Section 10, shall use commercially reasonable efforts to minimize interference with any of the easements granted by this Declaration.

11. **RIGHTS AND OBLIGATIONS OF LENDERS.** If by virtue of any right or obligation set forth herein a lien shall be placed upon any one of the Tracts, such lien shall be expressly subordinate and inferior to the lien of any first mortgage lienholder now or hereafter placed on such Tract except those liens recorded prior to recordation of any such first mortgage. Except as set forth in the preceding sentence, however, any holder of a first mortgage lien on any one of the Tracts, and any assignee or successors in interest of such first mortgage lienholder, shall be subject to the terms and conditions of this Declaration.

12. **ENFORCEMENT.** The covenants, conditions and restrictions set forth herein shall be enforceable only by Declarant and shall be enforceable by:

(a) Injunctive relief, prohibitive or mandatory, to prevent the breach of or to enforce the performance or observance of said covenants, conditions and restrictions; or

- (b) A money judgment for damages by reason of the breach of said covenants, conditions and restrictions; or
- (c) Any combination of the foregoing.

In addition, in the event any Tract owner fails to comply with the covenants, conditions and restrictions set forth in this Declaration, Declarant may take such action as Declarant deems appropriate to effect such compliance without waiving Declarant's rights under this Declaration, at law or in equity and without releasing such Tract owner from compliance with the covenants, conditions and restrictions under this Declaration; provided, however, Declarant shall not be entitled to cure any such failure unless Declarant has first given the Tract owner written notice of such failure and such Tract owner has not cured such failure within ten (10) days of such notice or, in case such cure cannot be effected within said 10-day period and such Tract owner is diligently pursuing such cure, such additional period as may be reasonably necessary to effect such cure, and provided further that, with respect to a failure by a Tract owner to maintain insurance set forth in Section 4(b)(i) and Section 7 hereof or with respect to any event, fact or circumstance which involves imminent threat of injury or damage to persons or property. All reasonable costs incurred by Declarant in curing any non-compliance by any Tract owner with the covenants, conditions and restrictions set forth in this Declaration shall be due from any such Tract owner upon demand, and, in addition, such Tract owner shall pay interest on such costs from the date of expenditure by Declarant until the date of reimbursement by any such Tract owner, at the Interest Rate.

The failure of Declarant to enforce any provisions of the covenants, conditions and restrictions herein contained upon the violation thereof as to one or more Tracts (or one or more Tract owners) shall in no event be deemed to be a waiver of its rights to do so as to a subsequent violation or as to any other Tract (or any other Tract owner). Each Tract owner that fails to comply with the covenants, conditions and restrictions set forth in this Declaration shall pay any and all reasonable costs and expenses incurred by Declarant in connection with enforcement by Declarant of the rights and remedies set forth in this Section 12 against any such Tract owner including, including without limitation all reasonable attorneys' fees and consulting fees and all court costs and filing fees related thereto.

Anything in this Section 12 to the contrary notwithstanding, (i) if any Tract owner fails to comply with the covenants, conditions and restrictions set forth in this Declaration (including, without limitation, the failure of the owner of any Tract to perform any of the terms or conditions set forth in Section 4(c), Section 4(d) and/or Section 8 of this Declaration) and Declarant has not taken any action to effect such compliance, then any other Tract owner shall have the right to cause Declarant to use commercially reasonable efforts to take such action as Declarant deems appropriate to effect such compliance, which action shall be at the sole cost and expense of the requesting Tract owner and (ii) if Declarant fails to exercise its rights and responsibilities under this Declaration in accordance with the provisions herein contained, then any Tract owner shall have the right to institute legal proceedings against Declarant to require Declarant to so exercise such rights and responsibilities, but no such proceedings shall subject Declarant to any damages by reason of Declarant's failure to so exercise such rights and responsibilities, it being understood that no Tract owner shall have any claim, and each Tract owner hereby waives the right to claim against Declarant for damages by reason of Declarant failing to exercise its rights and responsibilities under this Declaration, and each Tract owner's only remedy shall be an action for specific performance or injunction to enforce any such failure to exercise Declarant's rights and responsibilities, as aforesaid.

13. **PARTIAL INVALIDITY.** Invalidation of any of the provisions of the covenants, conditions and restrictions herein contained, whether by order of court of competent jurisdiction, or otherwise, shall in no way affect any of the provisions which shall remain in full force and effect.

14. **MISCELLANEOUS.** Any consent or approval required of Declarant hereunder may be given by the person(s) or entity(s) holding beneficial ownership in Declarant. Failure by Declarant to respond to a request for any approval or consent required of Declarant hereunder within ten (10) days after Declarant's receipt of written notice from the party requesting any such approval or consent that Declarant has failed to respond to such request written fifteen (15) days after such request accompanied by all supporting documents and materials required to be furnished to Declarant shall constitute an approval or consent of the matter requested and for which required supporting documentation and materials have been furnished. Subject to the requirements set forth in the next succeeding sentence, all rights and responsibilities reserved to Declarant hereunder shall initially be exercised by the owner of Tract 3; if there is more than one (1) owner of Tract 3 (whether as contemplated by Section 19 of this Declaration or otherwise), such owners shall designate a single owner to act as Declarant. Declarant may transfer the rights and responsibilities reserved to it hereunder to any other person(s) or legal entity by written instrument recorded in the Office of the Recorder of the City of St. Louis, Missouri, but only if such instrument specifically gives the transferee the right to enforce the provisions of this Declaration. Mere purchase of Tract 3 or any portion thereof shall confer no right to enforce the aforesaid provisions. Wherever a transfer occurs in the ownership of any Tract, the transferor shall have no further liability for breach of covenant occurring thereafter. Each Tract owner agrees to look solely to the interest of any other Tract owner in its respective Tract for the recovery of any judgment from such owner, it being agreed that the owner of any such Tract and its partners, directors, officers, members, managers or shareholders shall never be personally liable for such judgment. In the event any Tract is subdivided after the date hereof, the benefits and burdens created hereby shall benefit and be binding upon any tract(s) created by such subdivision, and all references herein to any such Tract shall mean and refer to the tract(s) created by such subdivision, and all rights and obligations of the Tract owner shall be deemed to be the rights and obligations of the owner(s) of any tract created by such subdivision. Declarant shall have the unilateral right to amend this Declaration by recording an executed amendment in the Office of the Recorder of Deeds of the City of St. Louis, Missouri, unless such amendment would materially and adversely affect any Tract not owned by Declarant, in which case any such amendment shall require the consent of the Tract owner so materially and adversely affected thereby, and such amendment shall be of full force and effect, valid and binding upon the execution thereof, notwithstanding that not every owner of each Tract at the time of such amendment consented to, joined in, or executed the same.

15. **FAILURE TO PAY AMOUNTS DUE AND OWING.** Any amounts due from any Tract owner under this

Declaration which are not paid when due shall bear interest from the due date until the date of payment at the Interest Rate, and such amounts shall be secured by a lien upon such owner's Tract, effective upon the recording thereof in the Office of the Recorder of Deeds of the City of St. Louis, Missouri. Any such lien may be foreclosed upon in the same manner as provided for enforcement of mechanics liens or liens securing mortgage indebtedness.

16. **RIGHTS RESERVED.** Declarant retains, reserves and shall continue to enjoy the use of the Tracts for any and all purposes which do not interfere in any material respect with or prevent the use by the Tract owners of the easements granted herein. Without limiting the generality of the foregoing, it is understood that Exhibit A is intended only for identifying the real estate comprising the Tracts and the approximate boundary lines of the individual parcels, and that Exhibit A is not to be considered or construed as a representation, warranty or covenant that the shape, size, location, number and extent of building improvements shown thereon shall be constructed. In furtherance thereof, Declarant reserves the right to change from time to time the dimensions and location of the Common Areas and the location, dimensions, identity and type of any improvements therein; provided, however, in the exercise of such rights, Declarant shall not materially and adversely affect access to, visibility of, or parking serving any Tract.

17. **RELOCATION OF EASEMENTS.** Declarant reserves the right at any time and from time to time to relocate all or a portion of the easements granted by Declarant herein, provided that (i) the easements so relocated will be of substantially equivalent usefulness for the purposes stated in this Declaration, (ii) all costs incurred to effect such relocation shall be paid by Declarant, (iii) Declarant shall interfere with the business being operated on the Tract benefitted by the easement being relocated as little as reasonably possible in the exercise of Declarant's rights herein, and (iv) Declarant shall provide prior written notice of any such relocation to the owner(s) of the Tract(s) benefitted by the easement(s) being relocated.

18. **ESTOPPEL CERTIFICATE.** Any owner of any Tract shall, upon the written request (which shall not be more frequent than three (3) times during any calendar year) of any owner of any other Tract, issue to such other owner or its prospective mortgagee or purchaser, an estoppel certificate stating, to the best of the issuer's knowledge:

- (i) whether it knows of any default under this Declaration by the requesting Tract owner, and if there are known defaults, specifying the nature thereof;
- (ii) whether this Declaration has been assigned, modified or amended in any way by it and if so, then stating the nature thereof;
- (iii) whether this Declaration is in full force and effect; and
- (iv) whether there are any sums due and owing by any owner of any Tract under this Declaration.

19. **ASSOCIATION.** Declarant agrees that the owner of Tract 3 may develop such owner's Tract as one or more residential condominium projects. As part of any such residential condominium development, it is anticipated that the owner of Tract 3 will create and establish a residential condominium association that shall be responsible for the operation, maintenance, repair and replacement of the utilities on Tract 3, and the exterior building facades forming a part of the common elements of such residential condominium development, and all other areas of Tract 3 which the individual owners of each of the residential condominium units within such residential condominium project have a common right to use and enjoy. If any such residential condominium association is created and established, then the owner of Tract 3 shall notify Declarant, in writing, thereof, and the owner of Tract 3 shall have the right to delegate, pursuant to written notice which shall be recorded in the Office of the Recorder of the City of St. Louis, Missouri, to such residential condominium association the rights, duties and obligations related to Tract 3 set forth in Sections 1, 3, 4, 5, 6, 7, 8, 11, 12, 14, 17 and 18 hereof, and the same shall not be the responsibility of the individual owners of each of the individual residential condominium units, if any, developed by the owner of Tract 3. It is the intent of Declarant that if the owner of Tract 3 causes the creation and establishment of a condominium association with respect to Tract 3, then the rights and obligations contained in this Declaration shall be the rights and obligations of such condominium association and not the rights and obligations of each of the individual condominium unit owners; provided, however, each condominium unit and the owner thereof shall be subject to any and all easements and use restrictions set forth in this Declaration. Declarant may transfer the rights and responsibilities reserved to it hereunder to any such condominium association by written instrument recorded in the Office of the Recorder of the City of St. Louis, Missouri, in accordance with the provisions of Section 14 of this Declaration.

[Signature page follows.]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year first above written.

**DECLARANT:**

OPUS NWR DEVELOPMENT,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MINNESOTA )
) SS.
COUNTY OF HENNEPIN )

On this \_\_\_ day of \_\_\_, 2006, before me appeared \_\_\_, the \_\_\_ of Opus NWR Development, L.L.C., a Delaware limited liability company, to me personally known, who, being by me duly sworn did say that the foregoing instrument was signed and sealed by him/her on behalf of Opus NWR Development, L.L.C., and he/she acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first set forth above.

My term expires:

Printed Name:
Notary Public in and for said State
Commission expires:

Notary - please affix seal in area designated above

JOINDER

The undersigned, Treasurer of the City of St. Louis, Missouri, acting in his capacity as the Supervisor of Parking Meters, a Missouri municipal corporation (the "Treasurer"), hereby joins in the execution of this Declaration to evidence the agreement of, and consent by, the Treasurer to subject and subordinate Tract 1 to the terms, obligations and conditions of this Declaration.

THE TREASURER OF THE CITY OF ST. LOUIS, MISSOURI, ACTING IN HIS CAPACITY AS THE SUPERVISOR OF PARKING METERS, a Missouri municipal corporation

By:
Its:

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

On this \_\_\_ day of \_\_\_, 2006, before me appeared \_\_\_, the Treasurer of the City of St. Louis, Missouri, acting in his capacity as the Supervisor of Parking Meters, a Missouri municipal corporation, to me personally known, who, being by me duly sworn did say that the foregoing instrument was signed and sealed by him/her on behalf of said municipal corporation, and he/she acknowledged said instrument to be the free act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first set forth above.

My term expires:

Printed Name:
Notary Public in and for said State
Commission expires:

Notary - please affix seal in area designated above

EXHIBIT A TO DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

Project Site Plan

EXHIBIT A-1 TO

**DECLARATION OF RECIPROCAL EASEMENTS,  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**Depiction of Tracts**

**EXHIBIT B TO  
DECLARATION OF RECIPROCAL EASEMENTS,  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**Legal Descriptions**

**Tract 1:**

**Tract 2:**

**Tract 3:**

**EXHIBIT C TO  
DECLARATION OF RECIPROCAL EASEMENTS,  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**Use Restrictions**

No portion of the Project shall be used in whole or in part for any of the following purposes:

(a) Warehouse, or for any assembling, manufacturing (other than cooking, baking and other preparation of food products for sale), distilling, refining, smelting, agricultural (other than the sale of agricultural products and the preparation thereof for sale) or mining operations;

(b) "Second-hand" thrift store whose principal business is selling discounted and used merchandise (other than an arcade, video, compact disc, novelty, entertainment or similar resale store) such as a salvation army type store, "goodwill" type store, or similar businesses;

(c) Mobile home park, trailer court, labor camp, junk yard, or stock yard (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance);

(d) Dumping, disposing, incinerating, or reducing of garbage (exclusive of dumpsters for the temporary storage of garbage and any garbage compactors, in each case which are regularly emptied so as to minimize offensive odors);

(e) Fire, going out of business, relocation, bankruptcy or similar sales (unless pursuant to court order);

(f) Central laundry, dry cleaning plant, or laundromat; provided, however, this restriction shall not apply to any dry cleaning facility providing on-site services oriented to pickup and delivery by the ultimate customer, including nominal supporting facilities, or to laundry facilities for any tenant or occupant of the Project for such tenant's or occupant's own towels, linens, and uniforms used in its premises;

(g) Selling or leasing automobiles, trucks, trailers, or recreational vehicles;

(h) Any skating rink, dance hall or gymnasium;

(i) Funeral home or mortuary;

(j) "Adult only" store for the sale or rental of pornographic material or other sexually explicit material (provided that this restriction shall not preclude the sale or rental of X rated or "NR" rated or similar materials as an incidental part of the operation of bookstores or other multi-media stores);

(k) Flea market;

(l) Car wash; provided however, a car wash shall be permitted as part of a service station/mini-mart operation;

(m) Operation whose principal use is a massage parlor, provided this shall not prohibit massages in connection with a beauty salon, athletic facility or permitted health club;

(n) Living quarters, sleeping apartments or lodging rooms, other than any private residences developed on the Residential Tract;

(o) Tattoo parlor;

(p) Church, school (other than cooking and other home economic classes conducted by any grocery store tenant or occupant of the Project), or related religious or educational facility; and

(q) General office facility other than any (i) office used for purposes of managing the Project, (ii) office used by any tenant so long as such office is incidental to such tenant's use of any portion of the Project, (iii) so called retail offices (i.e., any office which provides services directly to customers, such as financial institutions, real estate brokerages, stock brokerages, title companies, escrow offices, travel agencies and insurance agencies), or (iv) any office used in any building, or floor thereof, within the Project which is designated or leased by Declarant, from time to time, primarily for general office purposes.

**EXHIBIT D TO  
DECLARATION OF RECIPROCAL EASEMENTS,  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**Proportionate Share Percentages**

Tract 1: \_\_%

Tract 2: \_\_%

Tract 3: \_\_%

**Approved: July 18, 2006**