

ORDINANCE #67936
Board Bill No. 440

An ordinance amending St. Louis City Ordinance No. 65118 authorizing and directing the amendment and re-issuance and re-delivery of not to exceed \$3,600,000.00 aggregate principal amount of Tax Increment Revenue Notes (Chouteau/Compton Redevelopment Area) of the City of St. Louis, Missouri, for the purpose of financing certain projects; prescribing the form and details of said Notes.

WHEREAS, the City of St. Louis, Missouri (the "City"), is a body corporate and 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, Chouteau Compton L.L.C. (the "Developer"), is a Missouri limited liability company; and

WHEREAS, the Tax Increment Financing Commission of the City of St. Louis, Missouri (the "TIF Commission") was created by the City pursuant to Ordinance No. 62477 adopted on December 20, 1991, and said TIF Commission conducted a public hearing on July 29, 1998, and by motion, recommended approval of the Redevelopment Plan for the Chouteau/Compton Redevelopment Area, dated September 3, 1998 (the "Redevelopment Plan"), and the redevelopment project therein described (the "Redevelopment Project"); and

WHEREAS, on December 17, 1998, the Mayor approved Ordinance No. 64522 (the "Approving Ordinance") approving the Redevelopment Plan and the Redevelopment Project pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, inclusive, of the Revised Statutes of Missouri, as amended (the "Act"); and

WHEREAS, pursuant to the Approving Ordinance, the City designated that area legally described in the Redevelopment Plan as a "redevelopment area" as defined in Section 99.805(10) of the Act (the "Redevelopment Area"); and

WHEREAS, the City has a responsibility to provide for the general health, safety and welfare for the Redevelopment Area; and

WHEREAS, the City and the Developer desire to cooperate and to take the reasonable steps necessary to facilitate the prompt design, commencement and completion of certain improvements to the Redevelopment Area including certain infrastructure improvements within the Redevelopment Area; and

WHEREAS, pursuant to Ordinance No. 64602 approved by the Mayor on February 23, 1999 (the "Redevelopment Agreement Ordinance"), the City authorized the execution of a redevelopment agreement between the City and the Developer, setting forth the respective rights and obligations of the City and Developer with regard to the redevelopment of the Redevelopment Area (the "Redevelopment Agreement"); and

WHEREAS, the City has authorized the issuance of its Tax Increment Revenue Notes in an (the "TIF Notes"), pursuant to the Act, in the original aggregate principal amount not to exceed \$3,600,000.00 to finance certain costs associated with the Redevelopment Project; and

WHEREAS, pursuant to Ordinance No. 64603, approved by the Mayor on February 23, 1999 (the "TIF Note Ordinance"), the City approved the issuance and prescribed the form of the TIF Notes; and

WHEREAS, in order to facilitate completion of the Redevelopment Project, the Developer has amended the Redevelopment Agreement to provide for the sale of individual parcels within the Redevelopment Area (each, a "Phase"), in accordance with the Redevelopment Plan and subject to the terms and conditions of the Redevelopment Agreement, as amended; and

WHEREAS, on December 28, 2000, the Mayor approved Ordinance No. 65117, amending Ordinance No. 64602 to provide for the phased development of the Redevelopment Project through the sale of Phases of the Redevelopment Project, and for the execution and delivery of the First Amendment to Redevelopment Agreement; and

WHEREAS, on _____, 2008, the Mayor approved Ordinance No. _____, amending Ordinances 64602 and 65117, authorizing the execution of a Second Amendment to Redevelopment Agreement between the City and the Developer, as amended by the First Amendment to Redevelopment Agreement, providing for a new Completion Deadline and providing for the

issuance of the Retention TIF Notes; and

WHEREAS, on December 28, 2000, the Mayor approved Ordinance No. 65118, amending Ordinance No. 64603 and modifying the form of the TIF Notes (the "Amended TIF Note Ordinance"); and

WHEREAS, pursuant to the Amended TIF Note Ordinance, the TIF Notes were authorized for issuance in two series: one or more Taxable Tax Increment Revenue Notes in an aggregate principal amount not to exceed \$3,600,000 less the aggregate principal amount of the hereinafter described Tax - Exempt Tax Increment Revenue Note (the "Taxable TIF Note(s)"); and a Tax - Exempt Tax Increment Revenue Note in an aggregate principal amount not to exceed \$700,000 (the "Tax - Exempt TIF Note"); and

WHEREAS, all TIF Notes other than TIF Notes in the aggregate principal amount of \$360,000 (the "TIF Retention Notes"), representing the ten percent (10%) retention allocable to the Redevelopment Project, have been issued to the Developer, to one or more members of the Developer and/or to one or more affiliates of said members or of the Developer (individually or together, as the case may be, the "Original Purchaser), at a price equal to 100% of their respective face values; and

WHEREAS, all of the present holders of the TIF Notes desire to modify certain terms of the TIF Notes (which modifications shall apply also to the Retention TIF Notes) to amend provisions relating to payments of "Deficiencies" as defined in the TIF Notes, and to allocate revenues derived from specific parcels within the Redevelopment Area to priority payment of specific classes of TIF Notes; and

WHEREAS, Developer desires to amend the Amended TIF Note Ordinance to provide for the foregoing modification; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and of its inhabitants that the TIF Notes be amended and re-issued to the holders thereof and secured in the form and manner as hereinafter provided to provide funds for such purpose;

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

Section One. Re-Statement of Amended TIF Note Ordinance. Except as expressly modified pursuant to this Ordinance, all of the terms and conditions of the Amended TIF Note Ordinance are hereby incorporated by reference into this Ordinance.

Section Two. Amendment of Section 203 of Ordinance 65118. Section 203 of Ordinance 65118 is hereby repealed and the following Section 203 is hereby inserted:

Section 203. Description of TIF Notes. The Taxable TIF Note(s) shall be amended and re-issued substantially in the form set forth in Section 301(a) hereof. The Tax - Exempt TIF Note(s) shall be amended and re-issued to the holders thereof substantially in the forms set forth in Section 301(b), (the "Lot 2 Owner Note") and Section 301(c) hereof (Albert Mendelson Revocable Trust dated July 1, 1980, its successors and assigns, as amended), respectively. The TIF Retention Notes shall be issued in the forms set forth in Section 301(a) (Taxable TIF Retention Note) and Section 301(b) (Tax-Exempt TIF Retention Note), respectively.

Section Three. Form of TIF Notes. Section 301 of Ordinance 65118 is hereby repealed and the following Section 301 is hereby inserted:

Section 301. Form of TIF Notes.

(a) Form of Taxable TIF Note(s), as re-issued upon transfer, exchange or substitution, shall be in substantially the following form:

EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE RIGHT TO TRANSFER, ASSIGN OR NEGOTIATE THIS NOTE SHALL BE LIMITED TO TRANSFER, ASSIGNMENT OR NEGOTIATION TO ANY ACCREDITED INVESTOR OR QUALIFIED INSTITUTIONAL INVESTOR, AS SUCH TERMS ARE COMMONLY DEFINED FROM TIME TO TIME BY APPLICABLE STATE AND FEDERAL SECURITIES LAWS AND REGULATIONS.

CITY OF ST. LOUIS, MISSOURI,

**TAXABLE TAX INCREMENT REVENUE NOTE
(CHOUTEAU/COMPTON REDEVELOPMENT AREA)
SERIES A**

THE CITY OF ST. LOUIS, MISSOURI ("City"), on this ____ day of April, 2001, for value received promises to pay to the _____, its successors and assigns (collectively, the "Owner") the principal sum set forth from time to time by endorsement of the Office of the Comptroller of the City on Exhibit A attached hereto, together with interest compounded annually at the rate of nine percent (9%) per annum on the outstanding balance hereof, calculated on the basis of a 365-day year and actual days elapsed from the date hereof to the earlier of: (i) the date of repayment, or (ii) December 17, 2021 (the "Maturity Date"). The schedule of endorsements attached hereto as Exhibit A shall evidence sums paid to the City by the Owner.

As used in this Note, the term "Original Purchaser" shall mean Chouteau Compton, LLC, a Missouri limited liability company (the "Developer") or any one or more members of the Developer and/or one or more affiliates of said members or of the Developer, all as may be identified in this and in any other TIF Notes. As used in this Note, the term "Phase Developer TIF Note Purchaser" means any developer of a Phase of the Chouteau/Compton Redevelopment Area (a "Phase Developer") or any one or more members, partners or shareholders of any Phase Developer and/or one or more affiliates of said members, partners or shareholders or of such Phase Developer, all as may be identified in this and in any other TIF Notes.

All payments of principal and interest by the City shall be from the Net Proceeds (as hereinafter defined) on deposit in the Special Allocation Fund created by Ordinance No. 64603 passed and approved by the Mayor on February 23, 1999, as amended and restated by Ordinance No. 65118, passed and approved by the Mayor on December 28, 2000, as amended by Ordinance No. _____ passed and approved by the Mayor on _____ 2008 (the "TIF Note Ordinance").

This Note shall be payable solely from the aforesaid Net Proceeds and from no other revenue or property of the City, it being understood that this instrument is a special limited obligation of the City and is payable solely from incremental tax revenues which the City is entitled to receive under sections 99.800 through 99.865 of the Missouri Revised Statutes, as amended (the "Act"), deposited from time to time in the Special Allocation Fund of the City as set forth below and is not a general obligation of the City, the State of Missouri, or any political subdivision thereof, nor of any officer or employee thereof, and it being further understood that this Note is issued in connection with a certain redevelopment plan entitled "Redevelopment Plan for the Chouteau/Compton Redevelopment Area", dated September 3, 1998, and as from time to time further amended (the "Redevelopment Plan"), as approved in Ordinance No. 64522, passed and approved by the Mayor on December 17, 1998 (the "Approving Ordinance"). References to the Redevelopment Plan shall include all phases and aspects of the proposed development as may be described in the Redevelopment Area or the Redevelopment Project, both of which are described in the Redevelopment Plan, or as may be described in the related Redevelopment Agreement as approved in Ordinance No. 64602, passed and approved by the Mayor on February 23, 1999, as amended by Ordinance No. 65117, passed and approved by the Mayor on December 28, 2000, as amended by Ordinance No. _____, passed and approved by the Mayor on _____, 2008.

The Net Proceeds on deposit in the Special Allocation Fund are those payments in lieu of taxes (as that term is defined in section 99.805(7) of the Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the Redevelopment Area over and above the certified total initial equalized assessed value (as that term is used and described in sections 99.845.1 and 99.855 of the Act) of each such unit of property in the Redevelopment Area and as paid to the Treasurer by the St. Louis City Collector of Revenue during the term of the Redevelopment Plan and the Redevelopment Project; and, subject to annual appropriation, fifty percent (50%) of the total additional revenues from taxes which are imposed by the City or other taxing districts (as that term is defined in section 99.805(12) of the Act) and which are generated by economic activities within the Redevelopment Area over the amount of such taxes generated by economic activities within the Redevelopment Area in the calendar year 1998 and paid into the Special Allocation Fund, but excluding therefrom any taxes now or hereinafter excluded by such section of the Act. Net Proceeds do not include any such amount paid under protest until the protest is withdrawn or resolved against the taxpayer, nor do Net Proceeds include any sum received by the City which is the subject of a suit or other claim communicated to the City, which suit or claim challenges the collection of such sums.

Subject to the terms of the immediately following paragraph, the principal and interest hereof shall be payable in semi-annual installments as set forth in Schedule I, attached hereto and incorporated herein by reference, or if such day is not a business day, the first business day thereafter (the "Payment Dates") to the earlier of repayment or the Maturity Date of this Note, followed by a final payment, to the extent there are funds then available in the Special Allocation Fund, on the Maturity Date in the amount of the then unpaid principal balance hereof and all accrued and unpaid interest hereon.

Payment of principal and interest hereunder shall be subject to the following further terms and conditions:

- (i) The City shall have the right to reimburse itself for administrative expenses incurred by the Office of

the Comptroller of the City in connection with the TIF Notes in an aggregate amount equal to two-tenths of one percent (.2%) of the outstanding principal balance of the TIF Notes, not to exceed \$7,200.00 per annum.

(ii) If on any Payment Date the Net Proceeds in the Special Allocation Fund are insufficient to pay scheduled principal and accrued interest then due and owing, the amount of the deficiency (the "Deficiency") shall be carried forward as an amount due and owing hereunder. So long as the amount of any Deficiency is carried as a liability on the City's Special Allocation Fund's financial records, the existence of such Deficiency shall not be deemed an event of default hereunder and shall not be cause for acceleration of this Note;

(iii) All payments shall be allocated first to any accrued, but unpaid interest, then to principal;

(iv) On the Maturity Date, the City shall pay to the Owner out of Net Proceeds then on deposit in the Special Allocation Fund all sums due to the Owner; provided, however, that whether or not paid in full, this Note shall expire on the Maturity Date and the City shall have no further responsibility, liability, or obligation hereunder.

(v) From and after March 1, 2002, this Note shall be subject to mandatory redemption without premium or penalty of all outstanding principal and accrued interest on any date specified in a written notice of such redemption election from the City to the Owner.

(vi) On or before March 1, 2002, this Note shall be subject to mandatory redemption without premium or penalty of all outstanding principal and accrued interest on any date specified in a written notice of such redemption election from the City to the Owner; provided, however, that such notice shall only be effective, if, at the time of delivery of the notice, the Original Purchaser (a) shall be the Owner of at least one TIF Note and (b) shall consent in writing to such full prepayment of all TIF Notes.

Subject to the foregoing, payments shall be applied first to accrued interest on the TIF Note, and then, if there are additional funds available in the Special Allocation Fund on any Payment Date or on the Maturity Date, to the unpaid principal of this Note and all other Notes executed and delivered pursuant to the Redevelopment Agreement, allocated in accordance with the then outstanding principal balances thereof. Any unpaid interest carried forward as part of any Deficiency shall not be added to principal.

The City shall pay all amounts due and owing hereunder to the Owner upon presentation of the TIF Note by a duly authorized representative of the Owner, at the offices of the City.

Reference is made to Ordinance No. 64603 passed and approved by the Mayor on February 23, 1999, as amended and restated by Ordinance No. 65118, passed and approved by the Mayor on December 28, 2000, as amended by Ordinance No. _____, passed and approved by the Mayor on _____, 2008 (the "TIF Note Ordinance") for a description of the covenants and agreements made by the City with respect to payment of Net Proceeds to pay this Note, the nature and extent of the security for this Note, the rights, duties and obligations of the City with respect hereto and, the rights of the holder hereof.

The right to transfer, assign, or negotiate this Note shall be limited to transfer, assignment, or negotiation to any accredited investor or qualified institutional investor, as such terms are commonly defined from time to time by applicable state and federal securities laws and regulations, in which case the transfer or assignment shall only be made upon the terms and conditions that the City may, in its sole discretion, require.

Notwithstanding anything else contained herein, but subject to the next succeeding paragraph of this Note, the Original Purchaser shall have the absolute right to transfer the TIF Note or TIF Notes, as appropriate, to any Phase Developer TIF Note Purchaser without the prior consent of the City. Except as provided in the immediately preceding sentence, the TIF Notes are only transferable or assignable to an accredited investor or qualified institutional investor, as such terms are commonly defined from time to time by applicable state and federal securities laws and regulations, in which case the transfer or assignment shall only be made upon the terms and conditions that the City may, in its sole discretion, require. In conjunction with the issuance of any TIF Note to a Phase Developer TIF Note Purchaser, the Developer shall determine the Redevelopment Project Costs to be allocated to such Phase.

Notwithstanding anything to the contrary contained herein, prior to the discharge and release of Developer and all Phase Developers from their respective obligations under the Redevelopment Agreement and the full and final payment and discharge of all then outstanding TIF Notes, no owner of any parcel within the Redevelopment Area shall convey to any entity which is exempt from ad valorem real estate taxation in the State of Missouri, fee simple ownership of such parcel, or any portion thereof, nor shall any such owner change or seek to change its taxpayer status to that of an exempt entity unless such owner or the purchaser or

transferee of such Phase (or portion thereof) shall pay or cause to be paid the principal balance of the TIF Note(s) issued or assigned to such owner or its designee, as the case may be (and all other related obligations accruing in respect of such Phase as to which a TIF Note is subject to issuance in accordance with the Redevelopment Agreement), in such amount as may be required by the City.

This Note is a ["Lot 2 Owner Note" / "Other Note"] within the meaning of the Noteholder Consent and Administrative Agreement dated December 20, 2007, attached hereto and incorporated herein, which governs certain accounts, payments and revenue priorities for this Note as set forth therein.

Upon any transfer, exchange or assignment, the transferor shall reimburse all of the reasonable out-of-pocket costs incurred by the Office of the Comptroller of the City in connection with the administration of such transfer, exchange or assignment.

IN WITNESS WHEREOF, the CITY OF ST. LOUIS, MISSOURI, has caused this Note to be executed by the manual or facsimile signature of the Mayor and the Comptroller of the City and attested by the manual or facsimile signature of the Register of the City and its official seal to be affixed or imprinted hereon, and this Note to be dated the date shown above.

CITY OF ST. LOUIS, MISSOURI

By: _____
Mayor

By: _____
Comptroller

ATTEST:

Register

Approved as to form, only

City Counselor

**EXHIBIT A TO CITY OF ST. LOUIS, MISSOURI, TAXABLE TAX INCREMENT REVENUE NOTE
(CHOUTEAU/COMPTON REDEVELOPMENT AREA) SERIES A**

Schedule of Outstanding Principal and Payments on Principal

Transaction Date	Principal Amount Added to Note	Total Outstanding Principal of Note	Comptroller of City of St. Louis

**Schedule 1 to City of St. Louis, Missouri Taxable Tax Increment Revenue Note
(Chouteau/Compton Redevelopment Area) Series A**

Principal payments on this Note shall be calculated as follows: On each Payment Date (as defined in the TIF Note Ordinance) after April 30, 2001 until and including the date upon which the City accepts (in the reasonable exercise of its discretion) a Certificate of Substantial Completion from the Developer (as defined in the TIF Note Ordinance), the City shall pay a portion of the principal of the Note in an amount equal to 1/x of the outstanding principal amount of the Note calculated as of the date that is 30 days prior to such Payment Date, where x is the number of Payment Dates between April 30, 2001 and September 1, 2021. Beginning with the Payment Date that falls immediately after the date upon which the City accepts such Certificate of Substantial Completion and on each Payment Date thereafter, the City shall pay a portion of the principal amount of the TIF Note according to a schedule prepared by the City that amortizes the outstanding principal amount of the TIF Note as of the date of such Certificate of Substantial Completion in equal semi-annual installments through and including September 1, 2021. The City's obligation to make

any and all payments hereunder is subject to the terms and conditions of the TIF Note and St. Louis City Ordinance Number 64603, dated February 23, 1999, ordinance number 65118, dated December 5, 2000 and ordinance number _____ dated _____, 2008 (collectively, the "TIF Note Ordinance").

Attachment 1 to City of St. Louis, Missouri Taxable Tax Increment Revenue Note (Chouteau/Compton Redevelopment Area) Series A

[Noteholder Consent and Administrative Agreement dated as of December 20, 2007 to be attached to this Note- SEE EXHIBIT A TO ORDINANCE FOR FORM OF ATTACHMENT]

(b) Form of Tax - Exempt TIF Note, as originally issued upon transfer, exchange or substitution, shall be in substantially the following form:

EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE RIGHT TO TRANSFER, ASSIGN OR NEGOTIATE THIS NOTE SHALL BE LIMITED TO TRANSFER, ASSIGNMENT OR NEGOTIATION TO ANY ACCREDITED INVESTOR OR QUALIFIED INSTITUTIONAL INVESTOR, AS SUCH TERMS ARE COMMONLY DEFINED FROM TIME TO TIME BY APPLICABLE STATE AND FEDERAL SECURITIES LAWS AND REGULATIONS.

**CITY OF ST. LOUIS, MISSOURI,
TAX-EXEMPT TAX INCREMENT REVENUE NOTE
(CHOUTEAU/COMPTON REDEVELOPMENT AREA)
SERIES B**

THE CITY OF ST. LOUIS, MISSOURI ("City"), on this 30th day of April, 2001, for value received promises to pay to _____, its successors and assigns (collectively the "Owner") the principal sum set forth from time to time by endorsement of the Office of the Comptroller of the City on Exhibit A attached hereto, together with interest compounded annually at the rate of seven percent (7%) per annum on the outstanding balance hereof, calculated on the basis of a 365-day year and actual days elapsed from the date hereof to the earlier of: (i) the date of repayment, or (ii) December 17, 2021 (the "Maturity Date"). The schedule of endorsements attached hereto as Exhibit A shall evidence sums paid to the City by the Owner.

As used in this Note, the term "Original Purchaser" shall mean Chouteau Compton, LLC, a Missouri limited liability company (the "Developer") or any one or more members of the Developer and/or one or more affiliates of said members or of the Developer, all as may be identified in this and in any other TIF Notes. As used in this Note, the term "Phase Developer TIF Note Purchaser" means any developer of a Phase of the Chouteau/Compton Redevelopment Area (a "Phase Developer") or any one or more members, partners or shareholders of any Phase Developer and/or one or more affiliates of said members, partners or shareholders or of such Phase Developer, all as may be identified in this and in any other TIF Notes.

All payments of principal and interest by the City shall be from the Net Proceeds (as hereinafter defined) on deposit in the Special Allocation Fund created by Ordinance No. 64603 passed and approved by the Mayor on February 23, 1999, as amended and restated by Ordinance No. 65118, passed and approved by the Mayor on December 28, 2000, as amended by Ordinance No. _____ passed and approved by the Mayor on _____ 2008 (the "TIF Note Ordinance").

This Note shall be payable solely from the aforesaid Net Proceeds and from no other revenue or property of the City, it being understood that this instrument is a special limited obligation of the City and is payable solely from incremental tax revenues which the City is entitled to receive under sections 99.800 through 99.865 of the Missouri Revised Statutes, as amended (the "Act"), deposited from time to time in the Special Allocation Fund of the City as set forth below and is not a general obligation of the City, the State of Missouri, or any political subdivision thereof, nor of any officer or employee thereof, and it being further understood that this Note is issued in connection with a certain redevelopment plan entitled "Redevelopment Plan for the Chouteau/Compton Redevelopment Area", dated September 3, 1998, and as from time to time further amended (the "Redevelopment Plan"), as approved in Ordinance No. 64522, passed and approved by the Mayor on December 4, 1998 (the "Approving Ordinance"). References to the Redevelopment Plan shall include all phases and aspects of the proposed development as may be described in the Redevelopment Area or the Redevelopment Project, both of which are described in the Redevelopment Plan, or as may be described in the related Redevelopment Agreement as approved in Ordinance No. 64602, passed and approved by the Mayor on February 23, 1999, as amended by Ordinance No. 65117, passed and approved by the Mayor on December 28, 2000, as amended by Ordinance No. _____, passed and approved by the Mayor on _____, 2008.

The Net Proceeds on deposit in the Special Allocation Fund are those payments in lieu of taxes (as that term is defined in section 99.805(7) of the Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the Redevelopment Area over and above the certified total initial equalized assessed value (as that term is used and described in sections 99.845.1 and 99.855 of the Act) of each such unit of property in the Redevelopment Area and as paid to the Treasurer by the St. Louis City Collector of Revenue during the term of the Redevelopment Plan and the Redevelopment Project; and, subject to annual appropriation, fifty percent (50%) of the total additional revenues from taxes which are imposed by the City or other taxing districts (as that term is defined in section 99.805(12) of the Act) and which are generated by economic activities within the Redevelopment Area over the amount of such taxes generated by economic activities within the Redevelopment Area in the calendar year 1998 and paid into the Special Allocation Fund, but excluding therefrom any taxes now or hereinafter excluded by such section of the Act. Net Proceeds do not include any such amount paid under protest until the protest is withdrawn or resolved against the taxpayer, nor do Net Proceeds include any sum received by the City which is the subject of a suit or other claim communicated to the City, which suit or claim challenges the collection of such sums.

Subject to the terms of the immediately following paragraph, the principal and interest hereof shall be payable in semi-annual installments as set forth in Schedule 1, attached hereto and incorporated herein by reference, or if such day is not a business day, the first business day thereafter (the "Payment Dates") to the earlier of repayment or the Maturity Date of this Note, followed by a final payment, to the extent there are funds then available in the Special Allocation Fund, on the Maturity Date in the amount of the then unpaid principal balance hereof and all accrued and unpaid interest hereon.

Payment of principal and interest hereunder shall be subject to the following further terms and conditions:

(i) The City shall have the right to reimburse itself for administrative expenses incurred by the Office of the Comptroller of the City in connection with the TIF Notes in an aggregate amount equal to two-tenths of one percent (.2%) of the outstanding principal balance of the TIF Notes, not to exceed \$7,200.00 per annum.

(ii) If on any Payment Date the Net Proceeds in the Special Allocation Fund are insufficient to pay scheduled principal and accrued interest then due and owing, the amount of the deficiency (the "Deficiency") shall be carried forward as an amount due and owing hereunder. So long as the amount of any Deficiency is carried as a liability on the City's Special Allocation Fund's financial records, the existence of such Deficiency shall not be deemed an event of default hereunder and shall not be cause for acceleration of this Note;

(iii) All payments shall be allocated first to any accrued, but unpaid interest, then to principal;

(iv) On the Maturity Date, the City shall pay to the Owner out of Net Proceeds then on deposit in the Special Allocation Fund all sums due to the Owner; provided, however, that whether or not paid in full, this Note shall expire on the Maturity Date and the City shall have no further responsibility, liability, or obligation hereunder.

(v) From and after March 1, 2002, this Note shall be subject to mandatory redemption without premium or penalty of all outstanding principal and accrued interest on any date specified in a written notice of such redemption election from the City to the Owner.

(vi) On or before March 1, 2002, this Note shall be subject to mandatory redemption without premium or penalty of all outstanding principal and accrued interest on any date specified in a written notice of such redemption election from the City to the Owner; provided, however, that such notice shall only be effective, if, at the time of delivery of the notice, the Original Purchaser (a) shall be the Owner of at least one TIF Note and (b) shall consent in writing to such full prepayment of all TIF Notes.

Subject to the foregoing, payments shall be applied first to accrued interest on the TIF Note, and then, if there are additional funds available in the Special Allocation Fund on any Payment Date or on the Maturity Date, to the unpaid principal of this Note and all other Notes executed and delivered pursuant to the Redevelopment Agreement, allocated in accordance with the then outstanding principal balances thereof. Any unpaid interest carried forward as part of any Deficiency shall not be added to principal.

The City shall pay all amounts due and owing hereunder to the Owner upon presentation of the TIF Note by a duly authorized representative of the Owner, at the offices of the City.

Reference is made to Ordinance No. 64603 passed and approved by the Mayor on February 23, 1999, as amended and restated by Ordinance No. 65118, passed and approved by the Mayor on December 28, 2000, as amended by Ordinance No.

_____, passed and approved by the Mayor on _____, 2008 (the "TIF Note Ordinance") for a description of the covenants and agreements made by the City with respect to payment of Net Proceeds to pay this Note, the nature and extent of the security for this Note, the rights, duties and obligations of the City with respect hereto and, the rights of the holder hereof.

The right to transfer, assign, or negotiate this Note shall be limited to transfer, assignment, or negotiation to any accredited investor or qualified institutional investor, as such terms are commonly defined from time to time by applicable state and federal securities laws and regulations, in which case the transfer or assignment shall only be made upon the terms and conditions that the City may, in its sole discretion, require.

Notwithstanding anything else contained herein, but subject to the next succeeding paragraph of this Note, the Original Purchaser shall have the absolute right to transfer the TIF Note or TIF Notes, as appropriate, to any Phase Developer TIF Note Purchaser without the prior consent of the City. Except as provided in the immediately preceding sentence, the TIF Notes are only transferable or assignable to an accredited investor or qualified institutional investor, as such terms are commonly defined from time to time by applicable state and federal securities laws and regulations, in which case the transfer or assignment shall only be made upon the terms and conditions that the City may, in its sole discretion, require. In conjunction with the issuance of any TIF Note to a Phase Developer TIF Note Purchaser, the Developer shall determine the Redevelopment Project Costs to be allocated to such Phase.

Notwithstanding anything to the contrary contained herein, prior to the discharge and release of Developer and all Phase Developers from their respective obligations under the Redevelopment Agreement and the full and final payment and discharge of all then outstanding TIF Notes, no owner of any parcel within the Redevelopment Area shall convey to any entity which is exempt from ad valorem real estate taxation in the State of Missouri, fee simple ownership of such parcel, or any portion thereof, nor shall any such owner change or seek to change its taxpayer status to that of an exempt entity unless such owner or the purchaser or transferee of such Phase (or portion thereof) shall pay or cause to be paid the principal balance of the TIF Note(s) issued or assigned to such owner or its designee, as the case may be (and all other related obligations accruing in respect of such Phase as to which a TIF Note is subject to issuance in accordance with the Redevelopment Agreement), in such amount as may be required by the City.

This Note is a ["Lot 2 Owner"/"Other Note"] within the meaning of the Noteholder Consent and Administrative Agreement dated December 20, 2007, attached hereto and incorporated herein, which governs certain accounts, payments and revenue priorities for this Note as set forth therein.

Upon any transfer, exchange or assignment, the transferor shall reimburse all of the reasonable out-of-pocket costs incurred by the Office of the Comptroller of the City in connection with the administration of such transfer, exchange or assignment.

IN WITNESS WHEREOF, the CITY OF ST. LOUIS, MISSOURI, has caused this Note to be executed by the manual or facsimile signature of the Mayor and the Comptroller of the City and attested by the manual or facsimile signature of the Register of the City and its official seal to be affixed or imprinted hereon, and this Note to be dated the date shown above.

CITY OF ST. LOUIS, MISSOURI

By: _____
Mayor

By: _____
Comptroller

ATTEST:

Register

This Note is the Note described in the within mentioned Ordinance.

Approved as to form, only

City Counselor

EXHIBIT A TO CITY OF ST. LOUIS, MISSOURI, TAX-EXEMPT TAX INCREMENT REVENUE NOTE

(CHOUTEAU/COMPTON REDEVELOPMENT AREA) SERIES B

Schedule of Outstanding Principal and Payments on Principal

Transaction Date	Principal Amount Added to Note	Total Outstanding Principal of Note	Comptroller of City of St. Louis

Schedule 1 to City of St. Louis, Missouri Tax-Exempt Tax Increment Revenue Note (Chouteau/Compton Redevelopment Area) Series B

Principal payments on this Note shall be calculated as follows: On each Payment Date (as defined in the TIF Note Ordinance) after April 30, 2001 until and including the date upon which the City accepts (in the reasonable exercise of its discretion) a Certificate of Substantial Completion from the Developer (as defined in the TIF Note Ordinance), the City shall pay a portion of the principal of the Note in an amount equal to 1/x of the outstanding principal amount of the Note calculated as of the date that is 30 days prior to such Payment Date, where x is the number of Payment Dates between April 30, 2001 and September 1, 2021. Beginning with the Payment Date that falls immediately after the date upon which the City accepts such Certificate of Substantial Completion and on each Payment Date thereafter, the City shall pay a portion of the principal amount of the TIF Note according to a schedule prepared by the City that amortizes the outstanding principal amount of the TIF Note as of the date of such Certificate of Substantial Completion in equal semi-annual installments through and including September 1, 2021. The City's obligation to make any and all payments hereunder is subject to the terms and conditions of the TIF Note and St. Louis City Ordinance Number 64603, dated February 23, 1999, ordinance number 65118, dated December 5, 2000 and ordinance number _____ dated _____, 2008 (collectively, the "TIF Note Ordinance").

Attachment 1 to City of St. Louis, Missouri Tax-Exempt Tax Increment Revenue Note (Chouteau/Compton Redevelopment Area) Series B

[Noteholder Consent and Administrative Agreement dated as of December 20, 2007 to be attached to this Note- SEE EXHIBIT A TO ORDINANCE FOR FORM OF ATTACHMENT]

Section Four. Benefits and Burdens of Amended TIF Note Ordinance. Nothing contained in this Second Amended TIF Note Ordinance shall be deemed to abrogate or impair any provision of the Amended TIF Note Ordinance applicable to the TIF Notes, except that the form of the TIF Notes shall be amended and the TIF Notes shall be re-issued to the Owners and holders thereof, all in accordance with the provisions of this Ordinance. All of the obligations, rights and privileges of the Owners and holders of the TIF Notes and of the City under the Amended TIF Note Ordinance shall inure to the Owners and holders of the amended and re-issued TIF Notes, in accordance with the terms of the TIF Notes, as amended pursuant to this Second Amended TIF Note Ordinance.

Section Five. Execution of Documents. The City is hereby authorized to enter into and the Mayor, the Comptroller, and the Register of the City are hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the City, the TIF Notes and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Second Amended TIF Note Ordinance.

Section Six. Further Authority. The officers of the City, including the Mayor, the Comptroller, the Finance Director and the Register, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Second Amended TIF Note Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instrument and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section Seven. Severability. If any section or other part of this Second Amended TIF Note Ordinance, whether large or small, shall for any reason be held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Second Amended TIF Note Ordinance.

Section Eight. **Governing Law.** This Second Amended TIF Note Ordinance shall be governed exclusively by and construed in accordance with the applicable internal laws of the State of Missouri.

EXHIBIT A

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EXHIBIT A

NOTEHOLDER CONSENT AND ADMINISTRATIVE AGREEMENT

THIS NOTEHOLDER CONSENT AND ADMINISTRATIVE AGREEMENT is dated as of December 20, 2007 (this "Agreement") by and among CHOUTEAU COMPTON, L.L.C. ("Developer"), PAUL MENDELSON, AS TRUSTEE OF THE ALBERT MENDELSON REVOCABLE TRUST DATED JULY 1, 1980, AS AMENDED ("AMT"), and the CITY OF ST. LOUIS ("Issuer"):

WITNESSETH:

WHEREAS, the Issuer has heretofore issued its \$1,845,000 of currently issued and outstanding Taxable Tax Increment Revenue Notes, Series A (Chouteau/Compton Redevelopment Area) ("Series A Notes") to Developer, and its \$395,000 of currently issued and outstanding Tax-Exempt Tax Increment Revenue Notes, Series B (Chouteau/Compton Redevelopment Area) ("Series B Notes"), pursuant to authority of Ordinance Nos. 64603, as amended by Ordinance No. 65118 to permit phased development of the Project defined therein ("Note Ordinances"); and

WHEREAS, all of the Series A Notes and the Series B Notes (together, the "Notes") were originally purchased by the Developer, and all of the Series B Notes, were sold and transferred by the Developer to AMT, and all Series A Notes are currently owned by Developer, and all Series B Notes are currently owned by AMT. Together Developer and AMT represent 100% of the owners of the outstanding Notes.

WHEREAS, the parties hereto desire to define and clarify their respective rights and obligations regarding payment of the Notes; and

WHEREAS, the Comptroller exercises general oversight and control over the funds and accounts of the Issuer, and the Note Ordinances authorize the Comptroller to administer the Special Allocation Fund ("Fund") as defined in the Note Ordinances and to execute such further documents as may be necessary or desirable to carry out the intent of the Note Ordinances;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Confirmation of Existing Principal and Accrued Interest.

The parties hereto agree and the Issuer confirms that as of September 1, 2007, after the regularly scheduled payment on said date, the total outstanding principal amount outstanding on the Series A Notes is \$1,845,000 and the total outstanding principal amount outstanding on the Series B Notes is \$395,000, and that no payments on the Notes have been made since September 1, 2007. The projected interest balance as of December 31, 2007 on the Series A Notes is \$944,330.34 and on the Series B notes is \$115,966.09. The parties hereto agree and the Issuer confirms that a true and accurate copy of the Series A Note, together with all schedules and attachments thereto, is attached as Exhibit A to this Agreement, and a true and accurate copy of the Series B Note, together with all schedules and attachments thereto, is attached as Exhibit B to this Agreement.

DATE: January 11, 2008

PAGE: 28 of 31

BOARD BILL # _____

SPONSORING ALDERWOMAN TRIPLETT

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Section 2. Prior Payments:

Pursuant to previous instructions of Developer and AMT, the Issuer has heretofore applied 50% of the funds on deposit in the Fund to payment of a portion of the interest due on the Series A Notes, and 50% to a portion of the interest due on the Series B Notes. The parties hereto ratify and confirm these instructions, and accept and agree to all prior payments as made.

Section 3. Future Payments:

Developer and AMT hereby agree that from and after September 2, 2007, the Series A Notes and Series B Notes shall be paid on the following basis:

(a) All Net Proceeds of the Fund derived from taxes or economic activities upon that approximately 10.47 acre parcel at 3101 Chouteau Avenue, more particularly described as Lot 2 of Chouteau-Compton Subdivision No. 3 in Blocks 2235, 2248, 2249 and 2253 of the City of St. Louis, according to the plat thereof recorded in Plat Book 12242003 Page 132 of the Recorder of the City of St. Louis, ("Lot 2 Revenues") shall be placed into a special account of the Fund ("Lot 2 Account"). On each Payment Date and at Maturity Date (as such terms are defined in the Notes), all funds from the Lot 2 Account, after payment of all Issuer expenses, unless sooner paid shall be first applied to any interest then to principal amounts due and payable on the Series A Notes owned by the owner of record of Lot 2 or its designee and any Series B Notes which may hereafter be acquired by said owner of record of Lot 2 ("Lot 2 Owner Notes"), then to any Deficiencies (as defined in the Notes) on the Lot 2 Owner Notes only, then to redeem and prepay any Lot 2 Owner Notes, and after repayment in full of all Lot 2 Owner Notes any remaining Lot 2 Revenues shall be applied to the Other Revenues Account, defined below.

(b) All Net Proceeds of the Fund derived from taxes or economic activities from any property other than Lot 2 within the Redevelopment Area, as defined in the Note Ordinances, ("Other Revenues") shall be placed into a special account of the Fund ("Other Revenues Account"). On each Payment Date and at Maturity Date, all funds in the Other Revenues Account, after payment of all Issuer expenses, shall be first applied to any interest then to principal amounts due and payable on any tax increment revenue notes issued by Issuer pursuant to the Ordinances other than the Lot 2 Owner Notes (the "Other Notes") pro-rata in accordance with their outstanding principal and interest balances, then to any Deficiencies on the Other Notes only, then to redeem and prepay any outstanding Other Notes, and after repayment in full of all Other Notes, any remaining Other Revenues shall be applied in accordance with the Note Ordinances and the Act, defined therein.

(c) This Agreement shall exclusively govern all payments on and allocations between the Lot 2 Owner Notes and the Other Notes, of whatever series, whether now or hereafter issued, of all present and future monies in the Fund, for themselves and any successors in interest, transferees or assigns ("Transferees"), regardless of their status or relation to the "Original Purchaser" as referenced in the Notes, regardless of any prior allocations, prior agreements, or otherwise. The Developer and AMT for themselves and their Transferees hereby waive and disclaim any inconsistent allocation, and promise and agree to surrender and pay over

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to each other (or to each other's Transferees, as applicable) any funds received from the Issuer from and after this date which are inconsistent with the allocation set forth herein.

(d) Notwithstanding anything herein to the contrary, no Lot 2 Revenues shall be applied to any Other Notes unless and until all principal and interest on Lot 2 Owner Notes, including but not limited to the existing issued and outstanding \$1,845,000 of Series A Notes, have been repaid in full.

(e) The Comptroller does hereby establish the Lot 2 Account and the Other Revenues Account within the Fund for application of revenues consistent with this Agreement.

Section 5. Costs and Expenses. Developer agrees to pay all costs and expenses in connection with the preparation, negotiation and execution of this Agreement and related documentation including, but not limited to, the legal fees of the parties hereto and any other charges of the Issuer.

Section 6. Miscellaneous. (a) Except as expressly modified hereby, the Notes and any other documents executed in connection with the Notes, are each in all other respects hereby confirmed and ratified as of the date hereof.

(b) This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

(d) Copies of this Agreement shall be appended to all Notes.

[Remainder of Page Intentionally Left Blank]

DATE: January 11, 2008

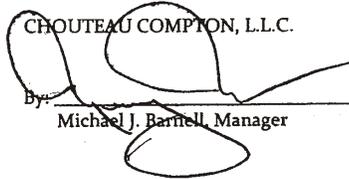
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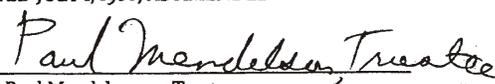
BOARD BILL # _____

3 SPONSORING ALDERWOMAN TRIPLETT

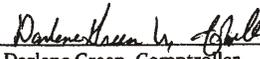
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CHOUTEAU COMPTON, L.L.C.
 By: 
 Michael J. Barnell, Manager

PAUL MENDELSON, AS TRUSTEE OF THE
 ALBERT MENDELSON REVOCABLE TRUST
 DATED JULY 1, 1980, AS AMENDED
 By: 
 Paul Mendelson, as Trustee

CITY OF ST. LOUIS

By: 
 Darlene Green, Comptroller

DATE: January 11, 2008

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BOARD BILL # _____

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SPONSORING ALDERWOMAN TRIPLETT

Approved: March 17, 2008

ORDINANCE #67937
Board Bill No. 441

An ordinance approving a Redevelopment Plan for the 2622 S. 11th St. 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 December 18, 2007 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 2622 S. 11th St. Area," dated December 18, 2007, consisting of a Title Page, a Table of Contents Page, and fourteen (14) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

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

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

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

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

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

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

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

WHEREAS, this Board is cognizant of the conditions which are imposed on the undertaking and carrying out of a

redevelopment project, including those relating to prohibitions against discrimination because of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap; and

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

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

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

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as the 2622 S. 11th St. 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 December 18, 2007 ("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 2622 S. 11TH ST. STREET AREA
LEGAL DESCRIPTION**

PARCEL ONE: 848 S 11th
25 FT 9IN X 137 FT 6 IN
DAGGETS ADDN
BLOCK 4
LOT 16

PARCEL # **08480001700**

**EXHIBIT "B"
Form: 11/5/07**

**BLIGHTING STUDY AND PLAN
FOR THE
2622 S 11TH ST. AREA
PROJECT # 1266
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
December 18, 2007**

**MAYOR
FRANCIS G. SLAY**

**BLIGHTING STUDY AND PLAN FOR
2622 S. 11TH ST. AREA**

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- “E” EQUAL OPPORTUNITY AND NON-

DISCRIMINATION GUIDELINES

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT**1. DELINEATION OF BOUNDARIES**

The 2622 S. 11th St. Area (“the Area”) more fully described in Exhibit “A” attached hereto and incorporated herein by reference, consists of a two-story residential structure on an area approximating 0.07 acres in the Soulard Neighborhood, and is located on the east side of S. 11th St. between Lynch St. to the south and Sidney St. to the north.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises a portion of City Block 842. The Area is in poor condition. The physical conditions within the Area are shown on Exhibit “B” (Project Area Plan). For the purpose of this Plan, “Fair Condition” means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. “Poor Condition” means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate a 7.4% unemployment rate for the City as of July, 2007. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area.

There are currently zero jobs within the Area.

3. PRESENT LAND USE OF THE AREA

The Area includes one residential building. The property is unoccupied.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

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

Residential density for the surrounding neighborhoods is approximately 8.33 persons per acre.

5. CURRENT ZONING

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

6. FINDING OF BLIGHT

The property within the Area is unoccupied and in poor condition (as defined in Section A(2) above). The existence of deteriorated property constitutes both an economic liability to the City and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.300 et seq. of the Revised Statutes of Missouri, 2000, as amended, (the Land Clearance for Redevelopment Authority Law).

B. PROPOSED DEVELOPMENT AND REGULATIONS1. DEVELOPMENT OBJECTIVES

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

2. PROPOSED LAND USE OF THE AREA

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

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

3. PROPOSED ZONING

The zoning for the Area should all be "A" Single-Family Dwelling. 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 "Strategic Land Use Plan" (2005). Any specific proposal to the LCRA for development of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

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

6. CIRCULATION

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

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

7. BUILDING AND SITE REGULATIONS

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

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

8. URBAN DESIGN**a. Urban Design Objectives**

The property shall be developed so it is an attractive residential asset to the surrounding neighborhood.

b. Urban Design Regulations

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

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

c. Landscaping

The property shall be well-landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. If necessary, sidewalks shall be notched to accommodate the trees.

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

Existing, healthy trees shall be retained, if feasible.

d. Fencing

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

9. PARKING REGULATIONS

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

Where feasible, parking shall be limited to the rear of the property alley, and at least one parking space shall be provided for each residential unit. In addition, surface parking shall not exceed 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. A uniform signage plan must be prepared by the Redeveloper for the entire project. All new signs shall be restricted to those identifying the names and/or business of the person or firm occupying the premises.

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 taxes collected for any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to 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.

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 2622 S. 11TH ST. STREET AREA
LEGAL DESCRIPTION**

PARCEL ONE: 848 S 11th
25 FT 9IN X 137 FT 6 IN
DAGGETS ADDN
BLOCK 4
LOT 16

PARCEL # **08480001700**

See attached Exhibits B, C & D

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

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

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

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

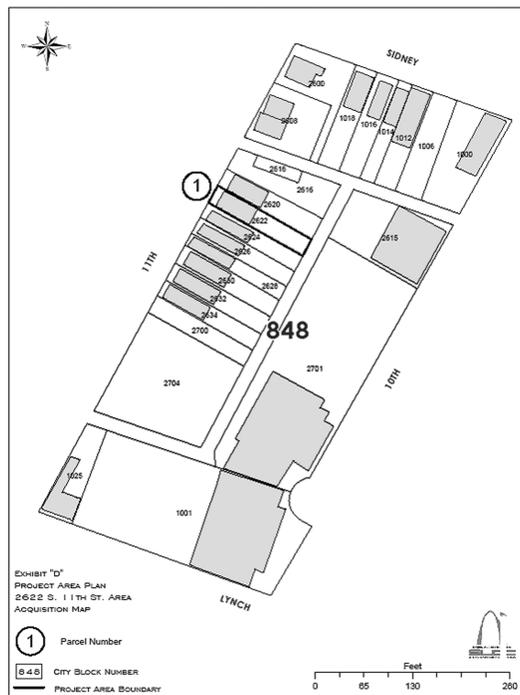
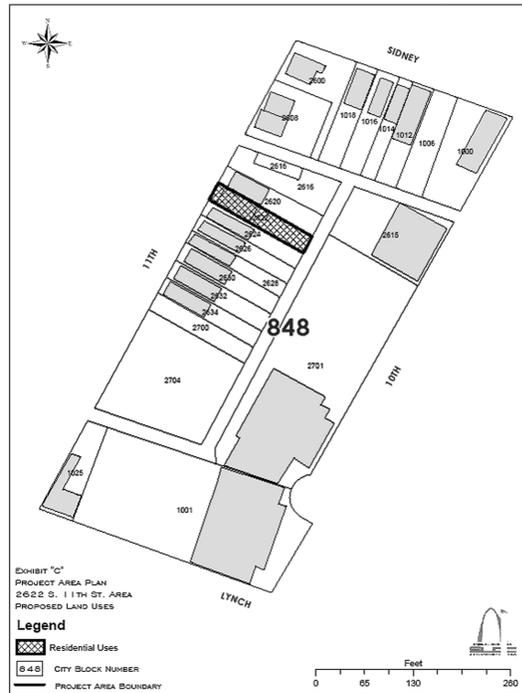
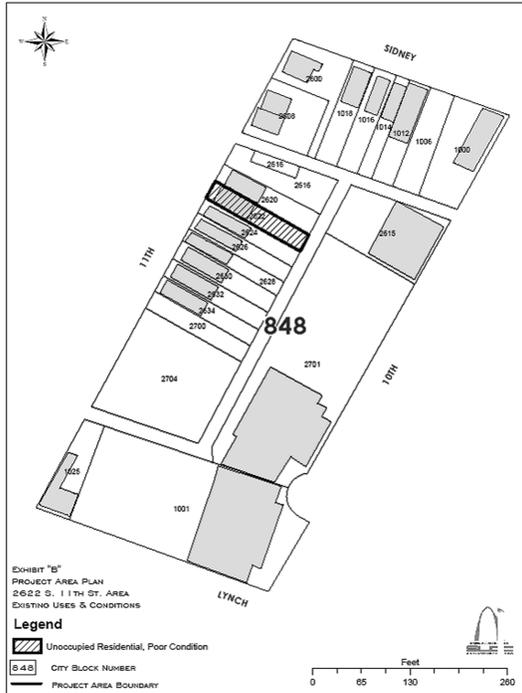
The Redevelopment shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

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

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

Approved: March 17, 2008

ORDINANCE NO. 67937 – EXHIBITS B, C & D



ORDINANCE #67938
Board Bill No. 442

An ordinance approving a Redevelopment Plan for the 2733 Ann 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 December 18, 2007 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 2733 Ann Ave. Area," dated December 18, 2007, consisting of a Title Page, a Table of Contents Page, and fourteen (14) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

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

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

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

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

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

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

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

WHEREAS, this Board is cognizant of the conditions which are imposed on the undertaking and carrying out of a

redevelopment project, including those relating to prohibitions against discrimination because of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap; and

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

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

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

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as the 2733 Ann 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 December 18, 2007 ("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 2733 ANN AVE. AREA
LEGAL DESCRIPTION**

C. B. 1544 ANN
18 FT 10 IN X 125 FT
ALLENS ADDN
BOUNDED E-327 W WL OF OHIO AVE

PARCEL # 13540000245

**EXHIBIT "B"
Form: 11/29/07**

BLIGHTING STUDY AND PLAN
FOR THE
2733 ANN AVE. AREA
PROJECT # 1274
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
December 18, 2007

MAYOR
FRANCIS G. SLAY

**BLIGHTING STUDY AND PLAN FOR
2733 ANN AVE. AREA**

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- "E" EQUAL OPPORTUNITY AND NON-

DISCRIMINATION GUIDELINES

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT**1. DELINEATION OF BOUNDARIES**

The 2733 Ann Ave. Area (“the Area”) more fully described in Exhibit “A” attached hereto and incorporated herein by reference, consists of a two-family structure on an area approximating 0.05 acres in the Fox Park Neighborhood. The Area is located on the north side of Ann Ave. between Ohio Ave. to the East and California Ave. to the West.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises a portion of City Block 1354 The Area is in poor condition. The physical conditions within the Area are shown on Exhibit “B” (Project Area Plan). For the purpose of this Plan, “Fair Condition” means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. “Poor Condition” means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate a 7.4% unemployment rate for the City as of June, 2007. 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 residential building.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

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

Residential density for the surrounding neighborhoods is approximately 21.97 persons per acre.

5. CURRENT ZONING

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

6. FINDING OF BLIGHT

The property within the Area is unoccupied and in poor condition (as defined in Section A(2) above). The existence of deteriorated property constitutes both an economic liability to the City 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 2000, as amended (the Land Clearance for Redevelopment Authority Law).

B. PROPOSED DEVELOPMENT AND REGULATIONS1. DEVELOPMENT OBJECTIVES

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

2. PROPOSED LAND USE OF THE AREA

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

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The 2005 Strategic Land Use Plan designates it as a Neighborhood Preservation Area.

3. PROPOSED ZONING

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

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the "Strategic Land Use Plan" (2005). Any specific proposal to the LCRA for development of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

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

6. CIRCULATION

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

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

7. BUILDING AND SITE REGULATIONS

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

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

8. URBAN DESIGN**a. Urban Design Objectives**

The property shall be developed so it is an attractive residential asset to the surrounding neighborhood.

b. Urban Design Regulations

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

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

c. Landscaping

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

d. Fencing

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

9. PARKING REGULATIONS

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

Where feasible, parking shall be limited to the rear of the property alley, and at least one parking space shall be provided for each residential unit. In addition, surface parking shall not exceed 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 taxes collected for any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to 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.

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

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

2. CONSTRUCTION AND OPERATIONS

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

3. LAWS AND REGULATIONS

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

4. ENFORCEMENT

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

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

H. MODIFICATIONS OF THIS PLAN

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

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

I. DURATION OF REGULATION AND CONTROLS

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

J. EXHIBITS

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

K. SEVERABILITY

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

EXHIBIT "A"**THE 2733 ANN AVE. AREA
LEGAL DESCRIPTION**

C. B. 1544 ANN
18 FT 10 IN X 125 FT
ALLENS ADDN
BOUNDED E-327 W WL OF OHIO AVE

PARCEL # **13540000245**

See attached Exhibits B, C & D

**EXHIBIT "E"
FORM: 08/02/99****EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES**

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

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

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

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

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

Approved: March 17, 2008

ORDINANCE NO. 67938 – EXHIBITS B, C & D



ORDINANCE #67939
Board Bill No 443
Floor Substitute

AN ORDINANCE RECOMMENDED BY THE PLANNING COMMISSION AND APPROVING A COMMUNITY UNIT PLAN FOR AN AREA LOCATED IN THE CITY OF ST. LOUIS AND COMPRISING A PORTION OF THE WASHINGTON UNIVERSITY MEDICAL CENTER; 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 COMMUNITY UNIT PLAN; AUTHORIZING AND DIRECTING THE TAKING OF OTHER ACTIONS, AND APPROVAL AND EXECUTION OF OTHER DOCUMENTS AS NECESSARY OR DESIRABLE TO CARRY OUT AND COMPLY WITH THE INTENT HEREOF AND THE COMMUNITY UNIT PLAN.

Whereas, Section 26.80.070 of the Zoning Code of the City of St. Louis authorizes the establishment and creation of Community Unit Plans (CUPs), a special zoning “overlay” tool authorizing the appropriate development of residential or commercial uses, or the combination thereof, to provide for a scale and flexibility of development which could not otherwise be achieved through the existing single use zoning districts; and

Whereas, Section 26.80.070.D of the Zoning Code of the City of St. Louis provides for exceptions to the uses, height and area provisions of the Zoning Code in the case of certain Community Unit Plan developments for tracts in excess of fifteen (15) acres; and

Whereas, the Washington University Medical Center (“WUMC”) has long been governed by a permit previously submitted to the Board of Public Service of the City of St. Louis, as the same has been amended from time to time (as amended, the “BPS Permit”), which BPS Permit has served for over three decades as guidance for the City in issuing its approval with respect to activities within the area governed by the BPS Permit (the “Existing Area”), such approvals including, without limitation, building permits, variances, certificates of occupancy, and street vacations; and

Whereas, the initial area governed by the BPS Permit has been increased pursuant to subsequent modifications, such that the Existing Area currently consists of approximately 137 acres (not including streets and alleys, except boundary streets), all of which is owned or leased by WUMC and its affiliated entities as described below; and

Whereas, Section 26.80.070 of the Zoning Code of the City of St. Louis authorizes the creation of a Community Unit Plan pursuant to the provisions of the Zoning Code; and

Whereas, on November 30, 2007, a Community Unit Plan was submitted to the Planning Commission (the “Plan”) proposing an increase in the size of the Existing Area as well as the creation of a Community Unit Plan, such increased area comprising not less than 148.19 acres (excluding streets, alleys, and sidewalks, etc., such area consisting of approximately 166 acres including internal streets and alleys) (the “Expanded Area”), of which approximately 138.79 acres are owned or leased by WUMC or its constituent entities (including BJH, Barnard Free Skin and Cancer Hospital, BJC HealthCare, St. Louis Children’s Hospital, and the Washington University School of Medicine) and the remaining 9.4 acres (the “Hudlin Expansion”) of which are owned by the City of St. Louis; and

Whereas, pursuant to St. Louis City Ordinance 67477 (the “Lease Ordinance”), BJH amended and restated its lease of the Hudlin Expansion, in order to better serve its health, education, and research mission, as well as the health needs of the population of the City; and

Whereas, the Lease Ordinance contemplates that the Plan shall govern the design and construction of all additions, structures, site plans or improvements of BJH on the Hudlin Expansion; and

Whereas, the Planning Commission has reviewed such Plan at its meeting on December 5, 2007, and reported its findings and recommendations to the Board of Aldermen, which report contains the Planning Commission’s reasons for approval and specific evidence and facts regarding the conditions set forth in Section 26.80.070.C of the Revised Code of the City of St. Louis.

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

SECTION ONE. Ownership of the Expanded Area.

Notwithstanding Section 26.80.070.A of the Zoning Code of the City of St. Louis, the City and WUMC acknowledge and agree that the entire Expanded Area, including the City-owned Hudlin Expansion, shall be governed by the Plan, as contemplated by this Ordinance and the Lease Ordinance.

SECTION TWO. Findings of Fact.

The Board of Aldermen of the City of St. Louis hereby finds and determines that: (i) the values of buildings and the character of the property adjacent to the Area will not be adversely affected by the Plan; (ii) the Plan is consistent with the intent and purposes of the Zoning Code to promote public health, safety, morals and general welfare; (iii) average lot area per family will not be reduced from that required by the underlying zoning district; (iv) adoption of the Plan is consistent with the intent of Section 26.80.070 of the Zoning Code of the City of St. Louis; (v) adoption of the Plan is consistent with the Lease Ordinance; and (vi) adoption of the Plan for the Expanded Area is in the best interests of the citizens of the City of St. Louis.

SECTION THREE. Establishment and Creation of the Community Unit Plan for the Expanded Area.

Pursuant to and in accordance with Section 26.80.070 of the Zoning Code of the City of St. Louis, Community Unit Plan (CUP) approval is hereby given to the proposed Plan in accordance with the application and plans filed on November 30, 2007, designated and identified as the Washington University Medical Center Community Unit Plan, a copy of which, including required plans, is attached hereto and incorporated herein by reference and is on permanent file in the office of the Zoning Administrator. The City of St. Louis and WUMC acknowledge and agree that, notwithstanding any requirement of the Zoning Code of the City of St. Louis to the contrary, the approximately 148.19 acre tract of land comprising the Expanded Area to be governed by the Plan shall be described by a boundary description, a list of addresses, a list of affected city blocks, and a site plan rather than a legal description. Such boundary description, list of addresses, list of affected city blocks, and site plan are set forth on the attached Exhibit A attached hereto and incorporated herein by reference.

SECTION FOUR. Severability.

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

EXHIBIT A

BOUNDARY DESCRIPTION, ADDRESSES, AFFECTED CITY BLOCKS, AND SITE PLAN

Boundary Description

Area 1

Beginning at a point of intersection of the southern line of Barnes-Jewish Hospital Plaza and the east line of South Kingshighway Blvd; and proceeding along street lines and city parcel lines and there prolongations, in a general clockwise direction northward along said South Kingshighway, thence northward to the to southward line of Forest Park Av; then eastward along said line to a point of intersection of a projected western parcel line of 4949 Forest Park Av, northward across Forest Park Av to the north line of the East/West alley in CB 3885, then eastward to the western parcel line of 4932 Laclede Av, thence northward along western parcel line of 4932 Laclede Av to south line of Laclede Ave, thence eastward to the eastern parcel line of 4932 Laclede Av, thence southward to the northern parcel line of 3 South Euclid Av, thence eastward along said parcel line to its intersection with the western line of North Euclid Av. thence southward along said line and prolongation to the southern line of Forest Park Av, thence eastward to the eastern parcel line of 4524 Forest Park Av, thence southward along said parcel line to its southern line, thence westward to the eastern parcel line of 220 South Euclid, thence southward to the southern parcel line of 4549 Parkview Pl, thence westward along said parcel line to its intersection with the eastern parcel line of 4939 Childrens Pl, thence southward to its intersection with the northern parcel line of 320 South Euclid Av, thence eastward to the eastern line of 320 South Euclid Av, thence southward along said line to its intersection with the northern line of Childrens Pl, thence across north/south alley in CB 4781.05, thence eastward along the northern line of Childrens Pl to the western parcel line of 4528 Parkview Pl then northward along the parcel line to its intersection with the southern line of Duncan Av, thence westward along the southern line of Duncan Av to the north eastern parcel

line of 4530 Parkview Pl, thence northward along the western parcel line of 4506 Forest Park Av, to its intersection with a portion of the northern parcel line of 4506 Forest Park Av, thence eastward along said line to its intersection with a portion of the western parcel line of 4506 Forest Park Av, thence northward along the western parcel line of 4506 Forest Park Av and its projection across Forest Park Av to the northern line of said street; thence westward along the southern parcel line of 4511 Forest Park Av to its intersection with the western parcel line of 4511 Forest Park Av, northward along said line, across a projection of the east/west alley in CB 4527 to the southern parcel line of 4522 Laclede Av, thence westward to the western parcel line of 4526 Laclede Av, thence northward along western parcel line of 4526 Laclede Av to the southern of Laclede Av, thence eastward along said line to the eastern parcel line of 4518 Laclede Av, thence southward along said line to the northern line of the east/west alley in CB 3891, thence eastward along said line to its intersection with the western line of North Taylor Av, thence southward along said line and its projection across Forest Park Av to the intersection of the south line of Forest Park Av and the western line of South Taylor Av, thence continuing along south line of Forest Park Av until its intersection with the eastern parcel line of 4362 Forest Park Av, thence southward, across a east/west alley in CB 3904 to the northern parcel line of 4359 Duncan Av, thence eastward along northern parcel lines to the eastern parcel line of 4353 Duncan Av, thence southward along this line and its projection across Duncan Av to the southern line of Duncan Av, thence eastward to the eastern parcel line of 4340 Duncan Av, thence southward along said line and its intersection with a portion of southern parcel line, thence westward along said line to a portion of the remaining eastern parcel line, thence southward along said line to its intersection with the northern parcel line of 501 South Boyle Av, thence westward along said line to the western parcel line of 4390 Duncan Av, thence northward to its intersection a portion of the southern parcel line of 4390 Duncan Av, thence westward along its projection to the western line of South Newstead Av, thence southward along said line to the intersection of the north/east corner of 633 South Newstead Av; thence eastward along the northern block line of CB 4589 (also referred to as MetroLink R.O.W.) to its intersection with the western line of South Boyle Av, thence southward along said line and its projection across Clayton Av to its intersection with the southern line of Clayton Av, thence eastward along said line to the southwest corner of Clayton Av and South Boyle Av, thence southward along the western line of South Boyle Av to its intersection with the south parcel line of 711 South Boyle Av, thence westward along said line to its intersection with its eastern line of Tower Grove Av, then northward until its intersection with the northwest corner of 625 South Boyle Av, thence westward across Tower Grove Av to the south/east corner of 4348 Clayton Av, thence northward to its intersection with the northern parcel of said parcel, thence westward and northward with its intersection of the south line of Clayton Av, thence westward to the western parcel line of 4356 Clayton Av, thence southward along said line and its projection across a east/west alley in CB 3967.13, thence westward along the northern parcel line of 619 Edmund Av and its projection across South Newstead Av and its intersection on the eastern line of CB 3971.13; thence southward along said line to the southeast corner of 735 South Newstead Av, thence westward along its southern parcel line to the southwest corner of 735 South Newstead Av, thence southward to a north line of the Interstate 64 Right Of Way (R.O.W.), thence westward along this line to its intersection with the eastern line of South Taylor Av., thence southward to the south line of the Interstate 64 R.O.W, thence eastward to the west line of South Newstead, thence southward to the south parcel line of 4450 W. Papin, thence westward to the east line of South Taylor Av; thence northward to the north R.O.W. line of Interstate 64, thence westward to the southeast corner of 4549 Papin St, continuing westward to the western parcel line of 4588 Clayton Av, thence northward along the west parcel line of 4588 Clayton Av and continuing as a prolongation northward across Clayton Av, joining and continuing northward along the western line of South Euclid Av, to the south line of Barnes Jewish Hospital Plaza, thence westward to the point of beginning; excluding properties within these delineated boundaries known as 4367-4375 Duncan Av (Parcel Number 39040003051), 4333 W. Clayton Av (Parcel Number 45890001200) and 4401-4439 Clayton Av (Parcel Number 39700001000).

Area 2

BEGINNING at the point of intersection of the South line of Barnes-Jewish Hospital Plaza, 130 feet wide, with the West line of Euclid Avenue, 130 feet wide, thence along said West line South 04 degrees 27 minutes 35 seconds West 576.98 feet to the North line of Clayton Avenue, 60 feet wide, thence along said North line South 88 degrees 48 minutes 38 seconds West 484.28 feet to the East line of Kingshighway, variable width, thence along said East line the following courses and distances: thence North 50 degrees 43 minutes 46 seconds West 32.29 feet to a point of curvature to the right for which the radius point bears North 39 degrees 16 minutes 16 seconds East 560.69 feet; thence along last said curve with a chord which bears North 23 degrees 58 minutes 45 seconds West 504.73 feet, an arc length of 523.54 feet to a point of non-tangency; thence North 02 degrees 38 minutes 54 seconds East 128.81 feet; thence North 47 degrees 38 minutes 54 seconds East 14.14 feet to the South line of above said Barnes-Jewish Hospital Plaza; thence along last said South line South 87 degrees 20 minutes 24 seconds East 743.56 feet to the POINT OF BEGINNING and containing 410,104 square feet or 9.415 acres, more or less, according to calculations by Stock and Associates Consulting Engineers, Inc. on August 23, 2006.

List of Addresses

4901-4989 Barnes-Jewish Hospital Plaza
625 S Boyle Av
711-717 S Boyle Av

4500-4950 Childrens Pl
4527 Childrens Pl
4939 Childrens Pl
4303 W Clayton Av
4314-4334 W Clayton Av
4300-4344 Clayton Av
4301 Clayton Av
4355 Clayton Av
4360-4370 Clayton Av
4400-4588 Clayton Av
4451-4487 Clayton Av
4533-4547 Clayton Av
4340-4470 Duncan Av
4353-4359 Duncan Av
4377-4399 Duncan Av
4481-4499 Duncan Av
3 S Euclid Av
203-225 S Euclid Av
220 S Euclid Av
320-700 S Euclid Av
425-501 S Euclid Av
4362-4506 Forest Park Av
4501-4511 Forest Park Av
4524-4918 Forest Park Av
4901-4949 Forest Park Av
216 S Kingshighway Blvd
400-510 S Kingshighway Blvd
4518-4526 Laclede Av
4932 Laclede Av
4500-4546 McKinley Av
4501-4529 McKinley Av
339-633 S Newstead Av
600 S Newstead Av
727-737 S Newstead Av
4450 W Papin St
4549-4579 W Papin St
4500-4528 Parkview Pl
4549 Parkview Pl
4900-4966 Parkview Pl
4507-4557 Scott Av
4512-4550 Scott Av
216 S Taylor Av
300-600 S Taylor Av
601-615 S Taylor Av
816 S Taylor Av
612 Tower Grove Av

Affected City Blocks

All lots within City Blocks: 3886, 3887, 4782, 4783, 5234N, 3903.

All lots within City Blocks:

CB 3888, except Lot 425 South Euclid (Metrolink Right-of-Way).

CB 4781S, except Lot 420 South Euclid (Metrolink Right-of-Way).

CB 3966N, except Lot 656 Tower Grove Ave (Missouri Department of Transportation Right-of-Way) and Lot 727 South Boyle Ave (Missouri Department of Transportation Right-of-Way).

All lots within City Blocks:

CB 3970, except Lots: 4401 Clayton Avenue and 339 South Newstead (Metrolink Right-of-Way).

CB 3971N, except Lots 739, 741, and 747 South Newstead.

CB 4589, except Lots 4300 Duncan Avenue 4333 Clayton Avenue, 330 South Newstead, and 501 South Boyle (Metrolink Right-of-Way).

Within the following City Blocks, WUMC owns the lots listed:

CB 3885 – Lots: 4901, 4917, and 4949 Forest Park Avenue, 4932 Laclede Avenue, and 3 South Euclid.

CB 3890 – Lots: 220 South Euclid, 4506, 4524, 4536 and 4550 Forest Park Avenue, and 4549 Parkview Place.

CB 3891 – Lots: 4501 and 4511 Forest Park Avenue, and 4518, 4522, and 4526 Laclede Avenue.

CB 4781N – Lots: 320 South Euclid, 4500 and 4528 Parkview Place.

CB 4807 – Lot: 904 South Taylor Avenue.

CB 3904 – Lots: 4362, 4364, 4372, 4376, 4380, 4384 and 4388 Forest Park Avenue, and 4353, 4359, 4377, 4379 and 4389 Duncan Avenue.

CB 3967 – Lots: 4344, 4360, 4362, 4366 and 4370 Clayton Avenue.

CB 3968 – Lots: 4314 and 4322 Clayton Avenue.

Site Plan

[See Attached]

**WASHINGTON UNIVERSITY MEDICAL CENTER
COMMUNITY UNIT PLAN**

[See attached]

**WASHINGTON UNIVERSITY MEDICAL CENTER
COMMUNITY UNIT PLAN**

NOVEMBER, 2007, as amended

**Washington University Medical Center
Barnard Free Skin and Cancer Hospital
BJC HealthCare**

**Barnes-Jewish Hospital
St. Louis Children's Hospital
Washington University School of Medicine**

**WASHINGTON UNIVERSITY MEDICAL CENTER
AMENDED AND RESTATED COMMUNITY UNIT PLAN**

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Exhibit A – CUP Area

Exhibit B – Hudlin Expansion

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Exhibit H – Proposed Land Use Plan

**WASHINGTON UNIVERSITY MEDICAL CENTER
AMENDED AND RESTATED COMMUNITY UNIT PLAN**

Washington University Medical Center, Barnes-Jewish Hospital, Barnard Free Skin and Cancer Hospital, BJC HealthCare, St. Louis Children’s Hospital, and the Washington University School of Medicine (being all the members of and collectively referred to herein as the “*Washington University Medical Center*”), hereby submit this application to amend and restate the Washington University Medical Center Community Unit Plan (as amended and restated, the “*CUP*”) pursuant to Section 26.80.070 of the Revised Code of the City of St. Louis.

This application consists of (I) the narrative set forth below, (II) historical background information as well as the current plans for future development of the area to be governed by the CUP, including the depiction and site plan of the land to be included in the amended CUP (the “*CUP Area*”), attached hereto as Exhibit A and incorporated herein by reference, and (III) the general provisions to govern the CUP, including guidelines regarding height, density, signage, set backs, uses, landscaping, non-discrimination, traffic circulation, parking, and compliance with laws, including the Americans with Disabilities Act (“*ADA*”).

The Washington University Medical Center and its constituent members are the owners of the CUP Area except as to the Hudlin Expansion (as hereinafter defined) which is the subject of a long term ground lease. The CUP Area is an area exceeding

fifteen (15) contiguous acres. Accordingly, the Washington University Medical Center requests that this application for the establishment of an amended and restated CUP be approved in accordance with the terms of Section 26.80.070 of the Revised Code of the City of St. Louis.

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I. Narrative

A. History of the Washington University Medical Center Community Unit Plan

The Washington University Medical Center consists of a collection of the premier healthcare and research institutions in the City of St. Louis (the “*City*”) and the United States. These institutions provide invaluable healthcare resources to the City and its residents, while simultaneously engaging in cutting-edge research and serving as the premier center for health education in the country. The Washington University Medical Center also serves as a major source of employment for the City and is uniquely situated adjacent to the City’s dynamic Central West End and Forest Park Southeast neighborhoods.

The Washington University Medical Center has long been governed by a plan previously submitted to the City, as the same has been amended from time to time (as amended to the date hereof, the “*Existing Plan*”). The Existing Plan has served for over three decades as guidance for the City in issuing its approval with respect to activities within the area governed by the Existing Plan, such approvals including, without limitation, building permits, variances, certificates of occupancy, street vacations, and sign approvals.

Barnes-Jewish Hospital (“*BJH*”) is a key member of the Washington University Medical Center. BJH is committed to the City as BJH (and its predecessors, Barnes Hospital and Jewish Hospital) has provided health-care services to the St. Louis community for over 100 years. Currently, BJH is the only adult hospital within the City limits that delivers babies. BJH has remained, invested and grown in the City even as many other hospitals relocated to St. Louis County and beyond. BJH was once again ranked among one of the ten best hospitals in America by US News & World Report. In addition, BJH consistently provides more charity care than any other hospital in the State of Missouri, and, in 2004 alone, BJC HealthCare hospitals provided more than \$160 million in charity and uncompensated care. BJC HealthCare, parent of BJH and St. Louis Children’s Hospital, maintains its corporate headquarters in the City and over 15,000 of BJC HealthCare’s 26,000 employees are based in the City, providing the City with approximately \$5 million in annual earnings taxes.

The Washington University School of Medicine (“*WUSM*”) has a rich history of success in research, education and patient care, earning it a reputation as one of the premier medical schools in the world. Founded in 1891, the School has trained thousands of physicians and has contributed groundbreaking discoveries in many areas of medical research. The WUSM is internationally known for research in neuroscience, genomics, genetics, diabetes, cardiovascular diseases, immunology, diagnostic imaging and many other areas. Nineteen Nobel Laureates have been associated with the WUSM. The WUSM currently has more than 1,660 full-time faculty members and is the fourth largest recipient of funding from the National Institutes of Health among the 123 U.S. medical schools. In U.S. News & World Report’s annual ranking of graduate schools, the WUSM ranked fourth overall in 2007, and first in student selectivity for the tenth consecutive year.

St. Louis Children’s Hospital (“*SLCH*”) is one of the premier children’s hospitals in the United States serving children in the St. Louis region and from around the world. As the pediatric teaching hospital for the Washington University School of Medicine, SLCH, which earned Magnet nursing status in 2005, offers nationally recognized programs for physician training and research. In 2007, Child magazine ranked SLCH #7 on the list of the “10 Best Children’s Hospitals in the Country.”

Pursuant to St. Louis City Ordinance 67477, BJH amended and restated its lease of the area commonly known as “Hudlin Park” (the “*Lease*”), consisting of approximately 9.4 acres located in the City, as more particularly described in Exhibit B attached hereto and incorporated herein by reference, in order to better serve its health, education, and research mission, as well as the health needs of the population of the City. BJH wishes to include this approximately 9.4 acres (the “*Hudlin Expansion*”) in the CUP Area in order to further both its institutional mission and the purposes of the Lease. BJH desires to improve further its existing buildings and facilities and to replace, erect or install permanent improvements upon the Hudlin Expansion as an integral part of the operations of BJH and its affiliated institutions in accordance with the terms of the Lease. BJH has agreed, pursuant to the terms of the Lease, that not less than 15% of the Hudlin Expansion shall be maintained as green space.

Furthermore, the Washington University Medical Center wishes to amend the terms of the Plan in order to facilitate the continued integration of the CUP Area (including the Hudlin Expansion) into the greater surrounding neighborhoods and to further the Washington University Medical Center’s commitment to providing world class health care in a first class physical environment

for patients, employees and neighbors. The institutions comprising the Washington University Medical Center have been good neighbors and partners with the Forest Park Southeast and Central West End neighborhoods for decades, providing more than \$50,000,000 in grants and investments during such time. The Washington University Medical Center recognizes the Central West End and Forest Park Southeast as outstanding urban neighborhoods and wishes to amend the terms of the Plan to provide, amongst other things, for (a) the integration of mixed use and street level retail where appropriate, particularly fronting and north of Forest Park Parkway; and (b) continued integration of transportation networks, including highways and particularly mass-transit through Metrolink.

B. Current Geographic Scope of the Plan Area

The geographical area currently governed by the Existing Plan consists of approximately 137 acres (not including streets and alleys, except boundary streets) (the “*Current Area*”), with approximate boundaries of Kingshighway Boulevard to the west, Laclede Avenue to the north, Boyle Avenue to the east, and U.S. Highway 40 / Interstate 64 to the south, as more particularly depicted on the site plan attached hereto and incorporated herein as Exhibit C (the “*Current Site Plan*”).

C. Current Ownership of the Community Unit Plan Area

All of the Current Area is owned by the Washington University Medical Center and its affiliated entities. Ownership of the particular buildings, facilities, and land is more particularly set forth in Current Site Plan.

D. Summary of Existing Land Use

The Current Area is currently used for healthcare, research, and educational purposes as well as ancillary supporting retail uses (such as bookstores, gift shops, and cafeterias) and other supporting uses such as parking as more particularly depicted on the Current Site Plan. The Hudlin Expansion is currently used as an underground parking garage and for above-ground park purposes and is not a part of the Current Area or Current Site Plan. In addition, a summary of completed projects and boundary changes that have occurred over the past four years is set forth in the attached Exhibit D.

E. Current Parking Resources

A summary of recent changes to the parking areas within the Current Area is set forth in the attached Exhibit E.

F. Relationship of the Community Unit Plan to Major Thoroughfares

The Current Area is served by major roadways, including Kingshighway Boulevard and Forest Park Parkway. In addition, the Current Area adjoins U.S. Highway 40 / Interstate 64. The Current Area is served by the City’s mass transit services, including Metro buses and Metrolink, with a station located within the Current Area. The Current Area’s relation to major thoroughfares is more particularly depicted on the Current Site Plan.

G. Summary of Current Utility Resources

A summary of currently available utility resources is set forth on Exhibit F.

H. Relationship of the Community Unit Plan to the Adjacent Area

The Current Area is located adjacent to a vibrant area of the City and a key component of the City’s growing biomedical research and educational community. The Current Area is adjacent to the Central West End neighborhood and directly north of the Forest Park Southeast neighborhood. The Current Area is bordered by Forest Park on the west, with the Danforth Campus of Washington University farther west. Saint Louis University’s campus and the midtown area of the City are a short drive east on Forest Park Parkway. In the area between Saint Louis University and the Current Area, the CORTEX project is progressing towards further bolstering the City’s biomedical research industry and better taking advantage of its two great research universities. The Current Area is both highly visible and accessible from one of the City’s major highways, U.S. Highway 64 / Interstate 40.

[Balance of page left blank intentionally.]

II. **Plan for Development**

The Washington University Medical Center and its institutions have made long-term commitments to the City of St. Louis

as evidenced by the investments in the renewal and expansion of the Washington University Medical Center campus and the surrounding neighborhoods. BJH, SLCH and the WUSM are internationally recognized and help to further the position and reputation of the City of St. Louis. The Washington University Medical Center is committed to continue providing outstanding health care services to the St. Louis region and expansion of the area governed by the Plan is necessary to ensure that the campus can meet the future health care needs of the region. As background to this CUP, the attached Exhibit G sets forth the Washington University Medical Center's preliminary plans for construction, renovation and development over the next ten (10) years, which plans are intended to further the growth necessary to meet such future health care needs of the region while simultaneously furthering the Washington University Medical Center's educational and research missions.

[Balance of page left blank intentionally.]

III. Community Unit Plan Guidelines

Section 26.80.070 of the Revised Code of the City of St. Louis provides that if a community unit plan is approved, "building permits and certificates of occupancy may be issued therefore, even though the use of land, height and location of structures... does not conform in all respect to the zoning district regulations." The Washington University Medical Center and the City agree, however, that the following provisions should guide (a) the City in its issuance of approvals for building permits, variances, street closures, certificates of occupancy, and sign approvals with respect to the CUP Area; and (b) the Washington University Medical Center in its future development, in order to ensure growth sufficient to fulfill its health, educational, and research missions while simultaneously further integrating the CUP Area into the surrounding urban neighborhood and the City as a whole.

A. Height

Buildings may be erected within the CUP Area consisting of up to thirty (30) stories, provided that the height of such buildings may not exceed the height of the structure currently known as the Park East Tower, located at the intersection of Laclede Avenue and Euclid Avenue.

B. Density and Land Coverage

The CUP Area shall not be subject to area or density restrictions, provided that not less than 15% of the Hudlin Expansion shall be maintained as green space in accordance with the terms of the Lease.

C. Signage

1. Definitions. For purposes of these signage criteria (the "**Signage Criteria**"), the following terms shall have the following definitions and associated requirements:

a. **"Construction Sign"**: For purposes of these Signage Criteria only, a Construction Sign is a Sign, visible from the public right-of-way, that advertises or identifies only the following: investors, financiers, lenders, construction, remodeling, rebuilding, development, sale, lease or rental of facilities (the "**Permitted Construction Activities**") located or to be located in the CUP Area. Construction Signs may only advertise or identify the Permitted Construction Activities related to any part of a particular phase of the development for a time period of twenty-four months following the issuance of a building permit for any part of such phase of the development. For purposes of these Criteria only, "building permit" shall not include a permit limited to grading and site preparation operations. A Construction Sign may also be a Sign that advertises or identifies investors, contractors, architects, engineers, and the owner involved in the construction, remodeling or development of facilities in the CUP Area. A Construction Sign may also include political, social, public service or other noncommercial messages.

b. **"Graphic"**: A device comprised of any words, symbols, numerals, shapes or forms and any combination thereof, designed to convey identity, meaning or express feeling.

c. **"Sign"**. Any Graphic, including its supporting structure, frame, electrical and all other accessory components, which is located outside of an enclosed building or any graphic displayed on or within three (3) feet of the interior of a window which is visible from the exterior.

2. Permitted Sign Types. All Signs within the boundaries of the CUP Area shall conform to the existing Chapter 26.68, Comprehensive Sign Control Regulations, of the Revised Code of the City of St. Louis (the "**Sign Ordinance**"), except that the additional sign types and locations set forth in these Signage Criteria shall also be expressly permitted in the CUP Area as follows:

- a. Allowable Sign types include all Signs permitted in the I Central Business District zoning district.
- b. Signage shall be allowed for identification of buildings and facilities within buildings.
- c. For purposes of these Sign Criteria, the term “Sign Frontage” as used in the Sign Ordinance shall mean the length along a ground floor building front, regardless of whether such building faces a street or a private way accessible from a street.
- d. Signage shall be allowed for “Way Finding” to facilitate access to the CUP Area, its buildings and institutions and parking.

3. Signs Requiring Approval of the Missouri Department of Transportation. Notwithstanding any of the foregoing, any Sign regulated by the Missouri Department of Transportation shall require a permit or approval from such Department, in addition to a permit issued by the Building Division of the City of St. Louis. The Building Division shall not issue any permits for any Sign so regulated unless and until such Department has issued a permit or approval for such Sign.

D. Set-backs

Except as expressly set forth herein, there shall be no setback requirements within the CUP Area.

E. Use

Except as expressly set forth herein, a building or premises located within the CUP Area may be used for (a) healthcare, research, and educational purposes, including, without limitation, the practice of medicine and/or the provision of healthcare related service, and (b) uses necessary to support such healthcare, research, and educational purposes, including, without limitation, parking structures and ancillary supporting retail uses (including, without limitation, bookstores, gift shops, and cafeterias). The areas within the Hudlin Expansion may only be used for the purposes set forth in the Lease. Without limiting the foregoing, (i) any building or premises located within the CUP Area (outside of the Hudlin Expansion) may be used as a Hotel (as defined in St. Louis City Revised Code Chapter 26.08); and (ii) any building or premises fronting Forest Park Parkway and/or located north of Forest Park Parkway may be used for mixed use and/or retail purposes.

The Washington University Medical Center and the City agree that with respect to the building and parking identified as building number 64 and parking lot number 202 on the Current Site Plan, the Washington University Medical Center (or any of its member entities) may use the property for any uses allowed under this CUP provided that no building shall be constructed on the premises that exceeds twelve stories in height and all new construction shall comply with the front yard area requirements as set forth in Chapter 26.40.070 of the St. Louis City Revised Code and the side yard area requirements as set forth in Chapter 26.48.050 of the St. Louis City Revised Code.

The Washington University Medical Center and the City agree that with respect to the lot identified as parking lot number 201 on the Current Site Plan, the Washington University Medical Center (or any of its member entities) may use the property for any uses allowed under this CUP provided that no building shall be constructed on the premises that exceeds eight stories (or 100 feet) in height and all new construction shall comply with the front, side and rear yard area requirements as set forth in Chapters 26.36.070, 26.36.080 and 26.36.090 (respectively) of the St. Louis City Revised Code.

F. Landscaping

The CUP Area shall not be subject to any landscaping restrictions, provided that the Hudlin Expansion shall be subject to all requirements set forth in the Lease, including the requirement that no less than 15% of the Hudlin Expansion be maintained as green space.

G. Non-discrimination

1. Land Use. The Washington University Medical Center shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the use, lease, sale or occupancy of the CUP Area.

2. Construction and Operations. The Washington University Medical Center 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 CUP Area.

3. Laws and Regulations. The Washington University Medical Center shall comply with all applicable federal, state and local laws regarding nondiscrimination. All buildings and improvements within the CUP Area shall comply with the ADA, plus other federal, state, or local laws regarding persons with disabilities.

H. Traffic Circulation

The layouts, levels, and grades of all public rights-of-way shown on the Current Site Plan and otherwise currently existing are acceptable and may remain unchanged. The proposed circulation for the CUP Area is set forth on the proposed land use plan attached hereto and incorporated herein by reference as Exhibit H (the "**Proposed Land Use Plan**"). Any future change in public rights-of-way is subject to the review and approval of the City Department of Streets. All vacations of rights of way are subject to approval by City ordinance. In order to further the goal of creating a more pedestrian friendly campus with a stronger emphasis on mass-transit, Children's Place and Euclid Avenue as well as additional interior streets within the CUP Area may need to be vacated.

I. Parking

The City agrees that the parking currently available within the CUP Area is sufficient to meet the Washington University Medical Center's parking needs. In future development of the CUP Area, parking shall be provided in accordance with the population of the CUP Area, including employees, visitors, students, and other users of the CUP Area, taking into account the availability of public transportation, including usage of Metrolink.

J. ANNUAL REPORTS

On or prior to February 28 of each year, the Washington University Medical Center agrees to provide the City with an annual report setting forth a brief summary of all material construction developments, including, without limitation, the demolition and construction of improvements, to occur within the CUP Area during the previous calendar year (the "**Annual Report**"). Such Annual Report may be delivered in substantially the form of the background summaries and/or drawings attached hereto as Exhibits D through H, or such form as the Washington University Medical Center and the City shall mutually agree.

H. Exhibits

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

L. Severability

The elements of this CUP satisfy all requirements of state and local laws. Should any provisions of this CUP 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.

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EXHIBIT A

CUP AREA [Drawing Follows]

KEY TO DRAWINGS August 2007

A. Barnard Free Skin and Cancer Hospital

50 Barnard Hospital

B. Barnes-Jewish Hospital

23 Peters Building

28 Barnes Service Center

30 Nurses Residence

31 Kingshighway Building

32	Steinberg Building
33	Schoenberg Pavilion
34	Yalem Research Building
35	Center for Advanced Medicine / Siteman Cancer Center
36	Barnes-Jewish College of Nursing
37	Clinic Building – 4949 Forest Park
38	Ambulatory Care Facility (Waldheim)
39	North Parking Garage
52	Queeny Tower
54	Barnes-Jewish Lodge
55	Forest Park/Laclede Garage
57	Southwest Tower
58	Jewish Hospital Boiler Plant
59	Rand-Johnson
68	Clayton Avenue Building
68a	Day Care Center
71	East Pavilion
72	West Pavilion
73	Subsurface Garage (South)
74	Taylor Garage
75	Ettrick
81	Rehabilitation Institute of St. Louis

C. St. Louis Children’s Hospital

48	New St. Louis Children’s Hospital Garage
49	St. Louis Children’s Hospital
77	St. Louis Children’s Hospital Duncan Garage
78	SLCH Child Development Center

D. Washington University Medical Center

11	Eric P. Newman Education Center
24	Central Institute of the Deaf (818 S. Euclid)
36	Parkway Hotel
94	Taylor Avenue Building
96	Psychoanalytic Institute (demolished 2003)
517	4363 Duncan
521	Paramount (demolished 2005)
536	4312 Clayton

E. Washington University School of Medicine

1	North Building
2	Cancer Research Building
3	South Building
4	BJC Institute of Health (Biomedical Research Building 1)
5	Maternity
6	McMillan
7	Institute of Biomedical Computer
8	Shriner’s Building
9	Irene Walter Johnson Institute of Rehabilitation
10	Olin Residence Hall
10A	Olin Residence Hall Addition
12	McDonnell Medical Sciences Building
13	Medical Library
14	West Building
15	Health Administration Building

- 16 McDonnell Pediatric Research Building
- 17 Renard
- 18 East McDonnell Building
- 19 Mallinckrodt Institute of Radiology
- 20 Clinical Sciences Research Building
- 21 Wohl Clinic
- 22 Wohl Hospital
- 26 Research and Administration (4560 Clayton Avenue)
- 27 4527 Clayton Avenue (CID Residence Hall)
- 40 4570 Children's Place (Storz Building)
- 44 Supply Room
- 45 4480 Clayton Avenue Building
- 60 Library Annex
- 62 Clayton Garage
- 63 Specialized Interim Research Facility
- 64 4511 Forest Park
- 65 Data Center 222 S. Taylor
- 66 4444 Forest Park
- 70 East Building
- 76 4488 Forest Park Building
- 80 4500 Parkview Building
- 82 East Imaging
- 86 Clinical Sciences Research Building – North Tower Addition
- 91 Clean City Squares 4350 Duncan
- 93 3-17 S. Euclid
- 96 Clean City Squares 4350 Duncan
- 181 Biotechnology Center
- 182 Euclid Power Plant

[See Attached]

67939

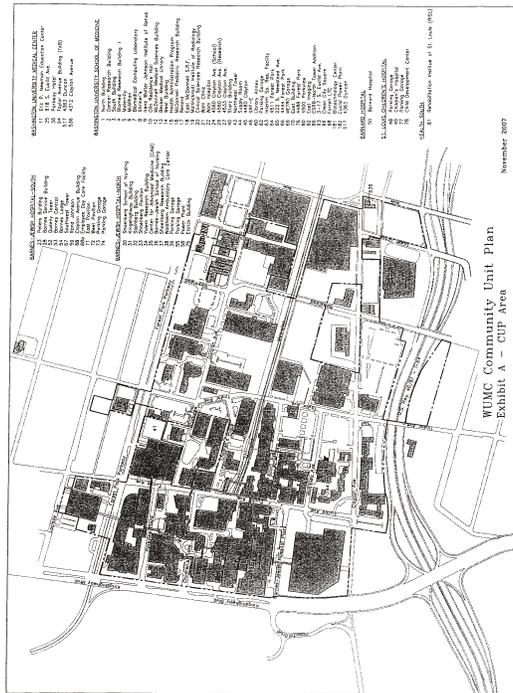


EXHIBIT B

HUDLIN EXPANSION

A tract of land being located in Part of Block 2022 of the City of St. Louis, and being more particularly described as follows:

BEGINNING at the point of intersection of the South line of Barnes-Jewish Hospital Plaza, 130 feet wide, with the West line of Euclid Avenue, 130 feet wide, thence along said West line South 04 degrees 27 minutes 35 seconds West 576.98 feet to the North line of Clayton Avenue, 60 feet wide, thence along said North line South 88 degrees 48 minutes 38 seconds West 484.28 feet to the East line of Kingshighway, variable width, thence along said East line the following courses and distances: thence North 50 degrees 43 minutes 46 seconds West 32.29 feet to a point of curvature to the right for which the radius point bears North 39 degrees 16 minutes 16 seconds East 560.69 feet; thence along last said curve with a chord which bears North 23 degrees 58 minutes 45 seconds West 504.73 feet, an arc length of 523.54 feet to a point of non-tangency; thence North 02 degrees 38 minutes 54 seconds East 128.81 feet; thence North 47 degrees 38 minutes 54 seconds East 14.14 feet to the South line of above said Barnes-Jewish Hospital Plaza; thence along last said South line South 87 degrees 20 minutes 24 seconds East 743.56 feet to the POINT OF BEGINNING and containing 410,104 square feet or 9.415 acres, more or less, according to calculations by Stock and Associates Consulting Engineers, Inc. on August 23, 2006.

EXHIBIT C

CURRENT SITE PLAN [Drawing A]

[See Attached]

67939

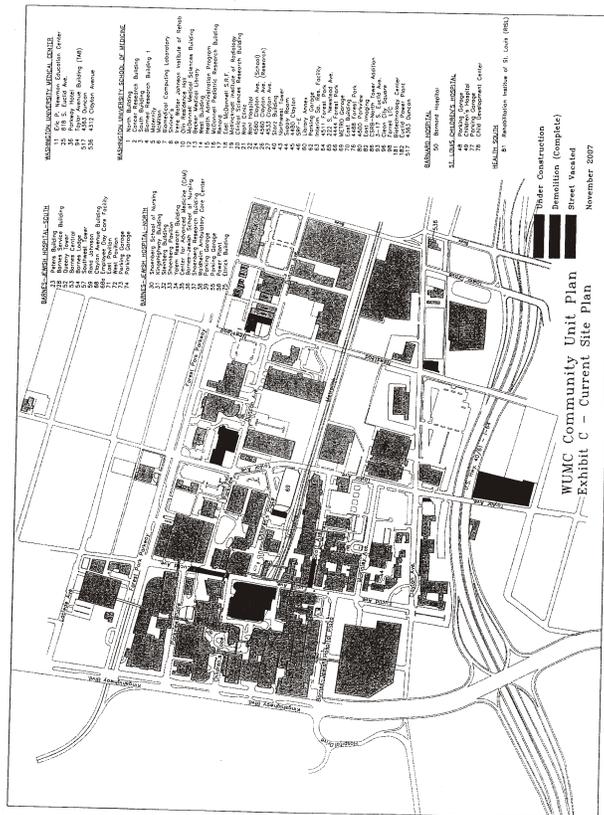


EXHIBIT D**RECENTLY COMPLETED PROJECTS**

The following are current and recently completed projects and boundary changes that have occurred over the past four years:

1. **BJC HealthCare**

SLCH is currently in progress with or has recently completed the following projects:

- a. Major renovation of the 10th floor patient division. The project was completed in April 2004.
- b. The construction of a 5-phase, 3-year East Expansion project began in January 2005. The project consists of a 90,000 square foot addition to the east side of SLCH, and renovation of 80,000 square feet of existing hospital areas. Construction of the addition, core and shell, was completed in March 2006, and fit-out/renovation of the new floor plates and existing areas is currently 94% complete. The overall project will be completed in February 2008, and will include expanded neonatal facilities, such facilities to be amongst the largest in the Midwest and the country.
- c. The renovation of the 8th floor patient division, and relocation of an EEG and sleep lab to the 9th floor. The project was completed in September 2005.
- d. The installation of a new rooftop sign was completed in December 2006.
- e. The seismic upgrade to the 12-story patient tower began in January 2005. The upgrade includes the addition of 2 seismic braced bays on the west and north sides of the existing hospital. The exterior braces were completed in March 2006, with fit-out of the interior associated areas completed in October 2007.
- f. An expansion and update to the food and nutrition area. Construction started in early June 2007 and will be complete in December 2007.
- g. SLCH has also initiated or completed several other renovation projects with budgets under \$1 million.

BJH is currently in progress with or has recently completed the following projects:

- a. Renovation of the 6900 patient division in the Shoenberg building. Work included finishes and mechanical/electrical/plumbing upgrades of 35 patient rooms. Construction was completed January 2005.
- b. Phase 1 of the Operating Room Master Plan project on the 2nd, 3rd and 5th floors of the Southwest Tower building. Work in Phase 1 included the construction of 28 new, replacement operating rooms and an 86 bed post anesthesia care unit. Phase 1 construction was completed January 2005.
- c. Renovation of the 8100 medicine/surgery patient division in the Queeny Tower building. Work included finishes and mechanical/electrical/plumbing upgrades of 15 patient rooms. Construction was completed March 2005.
- d. Creation of the new 17400-17500 patient division in the East Pavilion building. Work included the construction of 16 new private patient rooms, and 11 semi-private patient rooms, with associated support areas. Construction was completed July 2005.
- e. Renovation of the 8200 critical care unit division in the West Pavilion building. Work included finishes and mechanical/electrical/plumbing upgrades of 15 patient rooms. Construction was completed September 2005.
- f. The construction of the new, replacement Cardiac Catheterization Labs on the main floor of the

Southwest Tower building. Work included the construction of 6 catheterization labs, 3 electrophysiology labs and 20 pre-procedure/post-procedure beds with associated support areas. Construction was completed October 2005.

- g. The multi-phased renovation of the existing south campus cafeteria and seating area. Construction was completed December 2005.
- h. Expansion and Relocation of the Diabetes Center to the 13th floor of the Center for Advanced Medicine. Construction was completed in May 2006.
- i. The Division 8300 Intensive Care Unit, in the West Pavilion building. The renovation was completed in July 2006.
- j. The 2100 patient division in the Queeny Tower building. Work included the creation of 13 patient rooms. Construction was completed in December 2006.
- k. Expansion and relocation of the Gynecology Oncology Infusion Center to the 13th floor of the Center for Advanced Medicine. Construction was completed in July 2007.
- l. Construction of a new 5-story, 105,000 square feet Barnes-Jewish College of Nursing. The building replaces the facility currently located at Kingshighway and Parkview. Construction started March 2006 and completed September 2007. Students are scheduled to begin classes in January 2008.
- m. Phase 2 of the Operating Room Master Plan. Construction in Phase 2 included the construction of a replacement central sterile processing department (CSPD), 10 operating rooms and associated support areas in the West Pavilion. Phase 3, to be completed, includes 5 operating rooms, surgical locker rooms, and surgical administration offices in the East Pavilion. Construction of all phases is scheduled to complete December 2007.
- n. The Kingshighway/Steinberg Vacation Phase 1A project (Center for Preoperative Assessment and Planning) allows for pre-surgery registration and check-in. Construction of Phase 1A was completed in October 2007.
- o. A joint project with the WUSM on the parking garage at the corner of Children's Place and Euclid Ave. (formerly known as the Wayco Garage). Design is currently underway. Construction on the multi-phased project began in August, 2007.
- p. BJH has also initiated or completed several other renovation projects with budgets under \$1 million.

2. Washington University School of Medicine

The WUSM is currently in progress with or has recently completed the following projects:

- a. Construction on the new Specialized Research Facility – East was completed in May of 2005. This 40,000 square foot, two story facility, is located on McKinley Avenue.
- b. Construction of the Farrell Learning and Teaching Center was completed in September of 2005. This 112,000 square foot, 6 level building, houses all of the teaching facilities for the Medical School. It includes two lecture halls, 8 teaching labs, 16 small group study rooms, private study carrels for 250 students, a small café, and other amenities to enhance medical education.
- c. Construction began, in February, 2005, on two new parking structures. One structure is a 700 space expansion to the Clayton/Taylor garage. The other structure is a new 700 space facility, located on the corner of Taylor and Children's Place. The first level of this structure is home to a 6 bay bus transit station for Metrobus. Both structures were completed in June, 2006.
- d. Construction of the remaining shell space on the 7th floor of the Southwest Tower was completed in September of 2006. This construction is for 10,000 square feet of wet lab research.

- e. Major upgrades on the HVAC and electrical systems for the McDonnell Sciences Building were finalized in fall of 2006.
- f. New cooling towers and chillers were installed on the roof of Mallinckrodt Institute of Radiology building in April of 2006.
- g. A major renovation of the fifth floor at 4444 Forest Park Parkway for the Center for Genome Sciences was completed in 2005. An expansion of this Center on the 6th floor began in November of 2007.
- h. A project to add two new boilers to the Euclid Power Plant steam system began in the spring of 2007. Improvements in the air quality and energy efficiency are expected. This project will be completed in December of 2007.
- i. Construction began in February of 2005 of an 8 level, 194,000 square foot office building atop the Children's Garage. This project was completed in October of 2006.
- j. A major renovation project in the Maternity Building began in November, 2006. The project involves renovating floors 2 through 6, changing spaces from labs to offices for the Department of Obstetrics. Construction has 2 phases, with the second phase expected to be completed in November, 2007.
- k. The building at 4527 Clayton Avenue (Old CID Dormitory) was completely renovated from dorm rooms into office space, beginning in July 2005 and completed in July 2006.
- l. Construction completed in March of 2006 of a 20,000 square foot lab renovation on the 2nd floor of the McDonnell Science building, for the department of Biochemistry.
- m. Construction completed in October 2006, of a 12,000 square foot lab renovation on the 7th floor of the McDonnell Science building for the department of Internal Medicine.
- n. Renovations for the expansion of the Chemotherapy Infusion Clinic, on the 7th floor of the Center for Advanced Medicine were completed in March 2007.
- o. Renovations for Oncology faculty offices, on the first, third and fourth floors of the Wohl Hospital were completed in early 2006.
- p. Renovations on the 9th and 10th floor of the East Pavilion for the new Center for Clinical Imaging Research were completed in July 2007. This 10,000 square foot project includes 2 MRI's, a CT Spectrometer and other imaging equipment.
- q. Renovation of the Center for Clinical Studies was completed in November 2005.
- r. Construction began in August 2007 on an 11 story, 680,000 square foot building that will house 270,000 square feet for Medical School research and 380,000 square feet for BJH ancillary services. This building is designed for a future 10 story research tower addition. Design has begun and is ongoing. Also included in this project is the demolition of the 'Coal Bunker' which will allow a new service drive to the loading docks, from Taylor Avenue to the site, under Euclid or future extensions thereof.
- s. Construction began in June, 2006, on a 16,000 square foot Data Center building at the corner of Newstead and Duncan. In order to build the Data Center the building at 4389 Duncan was demolished and a small portion of parking lot #219 was used. The address for the Data Center will be 222 S. Newstead.
- t. The WUSM has also initiated or completed several other renovation projects with budgets under \$1 million.

3. Washington University Medical Center

The Washington University Medical Center is currently in progress with or has recently completed the following projects:

a. Public Realm Improvement Plan

A series of projects to improve the physical environment encompassing over 130 + acres of the Medical Center began in 1997. Project costs totaled \$25 million. Public Realm project components include improvements to sidewalks, lighting, and landscaping. Street segments enhanced include the following:

Kingshighway Blvd. (Barnes-Jewish Hospital Plaza to Forest Park Ave.).

Parkview Avenue (between Kingshighway Blvd. and Euclid Avenue).

Children's Place (between Kingshighway Blvd. and Euclid, and between Euclid and Taylor).

Euclid Avenue (between Metrolink overpass and Clayton Avenue, and between Children's Place and Forest Park Avenue).

Forest Park Avenue (south side – between Kingshighway and Euclid Avenue).

Taylor Avenue (east side, between Duncan and Forest Park Avenue).

Taylor Avenue (west side, between the Metrolink tracks and Children's Place).

Other enhancements include:

Installation of traffic calming devices at the intersection of Barnes-Jewish Hospital Plaza and Euclid Avenue

Installation of ADA safe zones in the center medians at intersections of Euclid/Forest Park Avenue and Taylor/Forest Park Avenue.

Washington University Medical Center institutions have partnered with the City Parks and City Streets Departments to enhance the median strips along Forest Park Avenue and Kingshighway.

b. The Washington University Medical Center has also initiated or completed several other renovation projects with budgets under \$1 million.

4. Washington University Medical Center Redevelopment Corporation

a. The Medical Center Redevelopment Corporation was created and capitalized in 1974 by member institutions of the Washington University Medical Center, and formally recognized by the City of St. Louis in 1975. It was established to plan and direct the redevelopment of the area surrounding the Medical Center, which was comprised of 36 blocks within the City of St. Louis to the north, east, and south. It had a programmed existence of ten years. Amending Ordinances that extended WUMCRC'S corporate life for an additional ten years, respectively, were signed into law in 1995 and again in 2005. The Corporate purpose of extending WUMCRC was to pursue the same general goals which were established originally.

b. Property Acquisitions (2004 – 9/1/07):

1. 4500 Clayton Avenue - Magees

c. The Washington University Medical Center Redevelopment Corporation has also initiated or completed several other renovation projects with budgets under \$1 million.

5. Demolition

The following buildings were demolished over the last five years:

- a. The Clayton Meat Packing building located at 4303 Clayton Avenue -- Demolished in 2002
- b. Incinerator, ash silo, bag house, south chiller addition, 4500 block of Scott Avenue – Demolished Summer 2002.
- c. Psychoanalytic Institute, 4524 Forest Park Boulevard – Demolished Spring 2003
- d. Pedestrian bridge crossing Euclid Avenue, from North Building to McMillan Hospital Building – Demolished Spring 2004.
- e. The building located at 4312 Clayton Avenue – Demolished in Summer 2004
- f. The Paramount building, located at the corner of Chouteau and Taylor Avenues was demolished in 2005, and approximately 1.3 acres sold to a developer.
- g. Euclid Avenue Garage (Wayco garage), 400 block of Euclid Avenue – February, 2005 demolition.
- h. The Dazor Manufacturing Building, located at 4483 Duncan Avenue – Demolished March, 2006
- i. The building located at 710 S. Newstead was demolished in Summer of 2006.
- j. 4389 Duncan building demolished in March, 2007 making way for the new Data Center.
- k. Magees Tavern at the corner of Clayton and Taylor, demolished in July of 2007.

EXHIBIT E

CURRENT PARKING RESOURCES [*Drawing Follows*]

The following summary sets forth recent changes in the parking areas within the Current Area:

1. BJC HealthCare.
 - a. SLCH displaced 30 parking spaces from its underground parking garage reducing capacity from 62 spaces to 32 spaces. This displacement accommodated additional office space for SLCH. Construction completed in August 2004.
 - b. BJC HealthCare expanded its surface parking for the Clayton Avenue Building facility by 393 spaces. The project included the demolition of the building at 4312 Clayton Ave. The construction was completed August 2005.
 - c. BJH and WUSM expanded their jointly owned Center for Advanced Medicine (North) Garage facility located at the corner of Parkview and Euclid. The expansion occurred to the south and east. This expansion included parking for an additional 180 cars in the garage addition, and an additional 100 cars on a new surface parking lot. The construction was completed in October 2005.
 - d. SLCH Visitor's Garage capacity was temporarily reduced by 124 spaces in March 2005, due to the WUSM construction of the Northwest Tower. Approximately 120 spaces were restored to use in September of 2006, with a net loss of 4 spaces due to the new tower construction.
 - e. The construction of the new Barnes-Jewish Hospital School of Nursing replacement facility is not anticipated to require additional parking, as the faculty, staff and student parking is already accommodated on campus. The project however is providing 21 new parking spaces readily available to the adjacent Rehabilitation Institute. Construction completed in September 2007.
 - f. In January, 2007, the "Busch" parking lot (#223) was reconfigured and restriped for increased

circulation, control, and security, with a net loss of 167 spaces.

2. Washington University School of Medicine.

- a. The garage located at the corner of Euclid and Children's Place (known as WAYCO) was demolished in February of 2005. This resulted in a loss of 1,100 spaces. Recently completed, in June of 2006, is the Metro Garage, adding 700 spaces and the expansion of the Clayton/Taylor garage, adding 700 spaces. This provides a net gain of 300 spaces.
- b. With the purchase of the Clean City Squares property, 208 spaces have been added to the WUSM's parking total.

The chart set forth on Schedule 1 to this Exhibit E summarizes the total amount of off-street parking that is provided by each institution comprising the Washington University Medical Center. The location number references the numbered locations set forth on the Parking Plan attached hereto as Schedule 2 to this Exhibit E.

SCHEDULE 1 to EXHIBIT E
OFF-STREET PARKING SUMMARY

Institution	Location #	Parking Spaces	Totals
BJC HealthCare Barnes-Jewish	39	1129	
	41	98	
	52	177	
	55	1533	
	73	1889	
	74/220	1309	
	212	25	
	221	104	
	222	82	
	223	467	
	225	274	
	226	192	
	227/232	465	
	230	21	
	(Available Fall 2007)	39	1129
Barnes-Jewish Total		7,765	
St. Louis Children's	48	575	
	49	28	
	77	1802	
	229	20	
St. Louis Children's Total		2,425	
BJC Health System Total			10,190
Washington University Medical Center	213	<u>90</u>	
WUMC Total		90	
Washington University School of Medicine	61	0	Closed
	62	2,303	
	69	700	
	201	78	
	202	64	
	203	181	
	204	80	
	205	24	
	206	18	
	207	181	
	208,209,210	319	

EXHIBIT F**CURRENT UTILITY RESOURCES****Electric Power**Barnes-Jewish Hospital south (BJH south)

Electric power appears to be adequate.

Washington University School of Medicine

The completion of the McKinley substation has provided additional electrical capacity for the Medical School campus.

SteamBarnes-Jewish

Steam capacity is adequate. In 2000, a new boiler was added to the Jewish Power plant to address future growth. A new steam line was just installed from the Jewish Power plant to the south side of the hospital campus, providing the south campus with redundant source of steam.

Washington University School of Medicine

The conversion from coal to gas in the Euclid Power Plant has created space for future steam generation capacity. In the conversion project, two coal boilers were removed and replaced by one natural gas boiler. That project was completed in 2004. In fall of 2007, two additional boilers were added.

Water

The WUSM has extended a 12" water main from Barnes-Jewish Plaza Drive down Scott Avenue to increase flow to the Power Plant and buildings on Scott Avenue. It has been determined that the current water main distribution system appears adequate to support the Washington University Medical Center campus.

Sewer

Sewer capacity appears to be adequate.

Natural Gas

Natural gas capacity appears to be adequate.

Communications

The communication feeder loop throughout the Medical Center campus is currently adequate to maintain support for all institutions.

EXHIBIT G**PRELIMINARY PLAN FOR DEVELOPMENT**

The following summary sets forth the Washington University Medical Center's preliminary plan for growth and development over the next ten (10) years:

A Changes in ownership and the Geographic Area of Community Plan Area

The Washington University Medical Center and its institutions have acquired the following additional properties not included in the Current Area:

Washington University Medical Center purchased Magees at the corner of Taylor and Clayton Avenues. .15 acres

Washington University Redevelopment Corporation purchased the 5.0 acre Paramount site and sold approximately 1.3 acres of the Paramount site located at the corner of Chouteau and Taylor Avenues.

Washington University purchased the building at 4389 Duncan Avenue. .23 acres

Washington University purchased the buildings at 4362, 4366, 4372, and 4376 Forest Park Avenue. .77 acres

Washington University purchased the buildings at 4353 Duncan Avenue. .27 acres

Washington University purchased the Crescent Electric building at 4340 Duncan Avenue. 1.61 acres.

Washington University purchased from Bi-State the Clean City Squares building at 4456-90 Duncan Avenue. 4.17 acres.

BJC HealthCare purchased the Dazor Manufacturing Building at 4483 Duncan Avenue. 1.58 acres

BJC HealthCare purchased the Arrow Hydraulic Building at 710 S. Newstead. .37 acres

BJH, with St. Louis City and the St. Louis City Parks System have extended and amended the Lease. The extension of the CUP to include the Hudlin Expansion will increase the area within the Community Unit Plan by 9.4 acres.

The WUSM is in preliminary discussions with Shriner's Hospital for the sale of 3.75 acres at the corner of Newstead and Clayton Avenues. If this transaction occurs, Shriner's Hospital would commit to relocating its hospital, currently located in Frontenac, to this site within 7 years of the sale date.

The acquisition of these properties, together with the inclusion of the Hudlin Expansion pursuant to the Lease, will increase the area to be covered by the CUP to 148.19 acres, excluding street, sidewalks, etc. (approximately 166 acres including internal streets and alleys). This expanded CUP Area is described and depicted on Exhibit A.

B. PROPOSED DEVELOPMENTS

The following paragraphs set forth the developments that the Washington University Medical Center anticipates undertaking over the next 10 years, including numerous construction projects. Although the Washington University Medical Center has endeavored to provide as much detail as possible, certain details of such projects may need to be revised over time as the medical, research, and educational fields present constant evolving challenges and the Washington University Medical Center must be able to adapt to best fulfill its healthcare, educational, and research missions. Accordingly, the Washington University Medical Center and the City agree that such plans are preliminary and for background purposes only, and further agree that changes in such plans shall not constitute a change in use for purposes of this CUP.

The Washington University Medical Center envisions the following major facility demolitions and developments over the next 10 years; the Washington University Medical Center has a commitment to renew its campus due to changing needs and acknowledges that the following is not a complete list of all major demolitions and developments that will occur over the next 10 years:

1. BJC HealthCare

As part of the Washington University Medical Center Master Plan, BJC is considering the following:

- a. The demolition of the WUSM Renard building, the Barnes Central, Service, and Peters buildings, to make way for replacement bed spaces, diagnostic areas, and support functions.
- b. The demolition and development of the Ettrick Building site to allow for the relocation and expansion of the current resident clinic facilities. The proposed multi-story building may contain approximately 200,000 square feet, structured for future vertical expansion.
- c. The demolition of the Barnes-Jewish College of Nursing (JCON) and Allied Health building and preliminary planning for future expansion of SLCH in that location.
- d. The demolition of the 4949 Forest Park Avenue Clinic building and the planning of a parking garage extension.
- e. The preliminary planning of replacement bed spaces, diagnostic areas and support functions on the Hudlin Expansion.
- f. The demolition of the Kingshighway and Steinberg buildings may occur toward the end of this 10 year period.
- g. Further build-out of the Clayton Avenue Building will occur in the next 10 years.

- h. SLCH is proposing to expand their operating rooms in 2008.
- i. SLCH is proposing to renovate 9 East and 9 West Inpatient Divisions in 2008.
- j. BJH is proposing the reconstruction of unit 4400-4500 patient division in the East Pavilion building, to an ICU unit. Construction is scheduled to start mid 2009.
- k. BJH is proposing the renovation of 8800-8900 patient division in the Shoenberg building. Construction is scheduled to start in early 2008.
- l. BJH is in the planning stages of a Protein Beam Therapy program to be located on the lower level of the north garage. Construction is expected to start early 2008.
- m. BJH is proposing to relocate the Special Care Nursery to the Barnes Administration building to allow for the expansion of Division 4400/4500. Construction is expected to start late 2008.
- n. BJH is proposing to renovate Division 17300 of West Pavilion into an inpatient unit that will accept the relocation of GYN patients from the 4400/4500 unit.

2. Washington University School of Medicine

- a. The continuation of planning in the BJC Institute of Health building (later phases) over the next 10 years, including the potential of a new 10 story building on that site.
- b. Plans are being drawn up to possibly re-skin the building at 4500 Parkview, and a possible short-term expansion to the east. Future plans include the possible demolition of the building and its replacement in another location on campus.
- c. Preliminary planning is taking place for future office needs. A potential site is the "Coal Bunker" site (corner of Children's Place and Euclid).
- d. Planning is underway to either demolish or renovate the old Shriner's Hospital at the corner of Euclid and Clayton Avenues.
- e. Future planning includes the demolition of the Storz Building, 4570 Children's Place, for a new lab/office building.
- f. Future planning includes building research space on the parking lot south of McKinley at Taylor.
- g. At 4444 Forest Park, plans are underway for a third phase to the Center for Genome Sciences on the 6th floor, and potential expansion(s) to the building for the Department of Physical Therapy.
- h. Planning is underway to replace Olin Dormitory with a new dormitory. The old dorm may be reused as office space or demolished for a future laboratory building. The current thinking is that the new dormitory would be located adjacent to the Olin Dormitory, on the south side, fronting on McKinley Ave.
- i. Design is underway for the renovation of the north half of the 2nd floor of McMillan. This project will change existing research surgery space into wet lab research space. Construction is expected to begin in Spring, 2008.
- j. Future planning includes potential renovations to or demolition of the Clean City Squares building, 4356 – 4390 Duncan Ave.
- k. Future planning includes demolition of the existing Crescent Electric building at 4340 Duncan, as a potential development site.
- l. Future planning includes a new research building on Scott Avenue, just east of the East McDonnell

research building.

- m. Future lab renovations will occur, backfilling vacated labs that move to the new BJC Institute of Health (BRB 1) research building located at the corner of Euclid and Children's Place.
- n. The 'Coal Bunker' located at the corner of Children's Place and Euclid will be demolished in November, 2007.
- o. WUSM is in the early planning stages for a 5,000 to 10,000 square foot building to process hazardous waste from research labs. Current location could be on McKinley Rd, near the McKinley substation.

3. Washington University Medical Center

- a. Public Realm Improvement Plan (Later Phases):

Street improvements, including sidewalks, lighting and landscaping, will occur in segments throughout the remainder of the Medical Center.

Planning for additional Public Realm work includes the south side of Forest Park Avenue, between Euclid and Taylor, the west side of Taylor between Duncan and Forest Park Avenue.

- b. The Missouri Department of Transportation, with the Medical Center, is proceeding with Public Realm design of the ramps and overpass at Kingshighway and I-64/Hwy 40, as a part of the New I-64 project.
- c. Improvements to Taylor Avenue, from the south of Clayton Avenue to Oakland, are being considered by Urban Design Associates, consultants for the Forest Park Southeast Neighborhood Plan. A Taylor/Oakland Avenue link would calm traffic in the neighborhood and provide good access to the parking facilities east of Taylor Avenue when approached from the south.
- d. The widening of Taylor Avenue from Forest Park Avenue south to Duncan was completed in August, 2007. Two left turn lanes onto westbound Forest Park Avenue are included in this project. A future extension to Children's Place is being considered.
- e. Plans to either renovate or demolish the 818 S. Euclid Avenue building are being reviewed at this time to determine the most efficient use of the building and property.

C. Proposed Changes to Parking

The following summary sets forth recent changes in the parking areas within the Current Area as well as anticipated short-term changes in parking:

- 1. BJC HealthCare. BJH currently anticipates patient and visitor parking demand to remain somewhat flat.
- 2. Washington University School of Medicine.
 - a. Current parking is adequate. The WUSM has provided free Metrolink/ Metrobus passes to its employees and the result of this effort has decreased the number of parking permits for employees by more than 750 cars.
 - b. The WUSM anticipates that employee parking demand will increase as it develops additional research facilities on campus over the next decade. This increase will be partially offset by some movement of clinical activity to other off-campus sites.
 - c. The construction of the new Data Center at 225 S. Newstead will eliminate 22 parking spaces from lot number 219.

D. Proposed Changes in Access

Changes in access to the CUP Area will be required in order to integrate the Hudlin Expansion. Such changes will include public works required to be addressed by the City pursuant to Section 5 of the Lease, including the study, design and performance of road work, in connection with the improvement of vehicular, pedestrian and bike access to Clayton Avenue in order to improve access to and from Forest Park and to coordinate with the changes being made to Kingshighway and the ramp from westbound I-64/40 to northbound Kingshighway and the reconstruction and improvement of Clayton Avenue from Euclid to McKinley/Wilken and McKinley Wilken to I-64/40. In addition, further changes may be required as a result of the Missouri Department of Transportation's ongoing construction with respect to Interstate 64/40.

E. Proposed changes to Utility Resources

The following is a brief summary of anticipated short-term changes in utility resources:

Electric Power

Washington University School of Medicine

The upgrade and relocation of the Euclid substation is under construction and expected to complete in the summer of 2008. These upgrades will be sufficient to address power growth needs for the near future.

Water

Within the new BJC Institute of Health (BRB 1) project, an existing 6" line on Children's Place will be upgraded to a 12" line, creating a partial 12" loop, from Kingshighway to Forest Park Avenue, on the northern side of campus.

F. Proposed changes to Relationship of the CUP Area to Adjoining Properties

The Washington University Medical Center anticipates future development of properties fronting Forest Park Parkway and/or located north of Forest Park Parkway to incorporate retail and mixed uses, so as to further integrate these properties into the urban environment of the Central West End. Within this area:

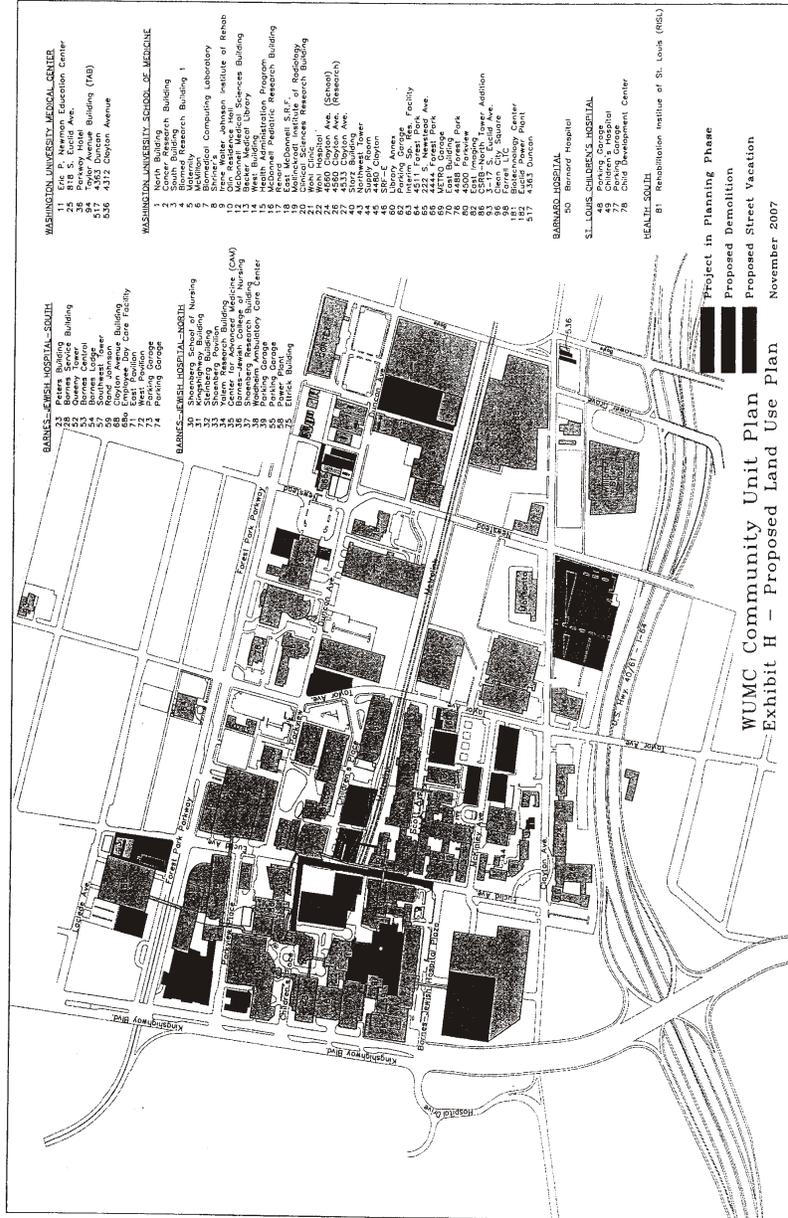
Parking structures are allowed provided any part of the garage within 13' of grade must be setback 33' from the street. Above that height the garage can extend to the street edge – at the second level. Facades of parking structures shall be designed to complement the streetscape.

The use of the area in front of the setback (garage entrances are encouraged not to be along the primary façade) as practical, may include active uses that encourage pedestrian activity. If the area in front of the setback does not include active uses, architectural treatments shall be incorporated at street level to screen parked cars from view.

In addition, the Washington University Medical Center anticipates the following additional potential developments: (i) development of a park in the Forest Park Southeast neighborhood; (ii) continued maintenance of parks east of Kingshighway south of Clayton Ave.; and (iii) construction of multi-story buildings which takes into account the retail needs of the CUP Area and surrounding community in balance with the healthcare and research mission of the Washington University Medical Center.

EXHIBIT H
PROPOSED LAND USE PLAN [Drawing B]
[See attached]

67939



ORDINANCE #67940
Board Bill No. 446

An ordinance approving a Redevelopment Plan for the 4038-40 Arsenal St. 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 December 18, 2007 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 up to 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 4038-40 Arsenal St. Area," dated December 18, 2007, consisting of a Title Page, a Table of Contents Page, and fourteen (14) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

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

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

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

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

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

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

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

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

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

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

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

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as the 4038-40 Arsenal St. 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 December 18, 2007 ("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 up to 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 up to 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 up to 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 4038-40 ARSENAL ST. AREA
LEGAL DESCRIPTION**

C.B.5060-N ARSENAL ST
45 FT X 138 FT 6 IN
MORRISON & PENGUET ADDN
LOT 11 & E-10

50600500900
4038-40 ARSENAL ST.

EXHIBIT "B"
Form: 11/08/07

BLIGHTING STUDY AND PLAN
FOR THE
4038-40 ARSENAL ST. AREA
PROJECT # 1269
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
December 18, 2007

MAYOR
FRANCIS G. SLAY

**BLIGHTING STUDY AND PLAN FOR
4038-40 ARSENAL ST. AREA**

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EXHIBITS

"A"	LEGAL DESCRIPTION
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"C"	PROPOSED LAND USE
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"E"	EQUAL OPPORTUNITY AND NON-DISCRIMINATION GUIDELINES

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 4038-40 Arsenal St. Area ("the Area") more fully described in Exhibit "A" attached hereto and incorporated herein by reference, consists of a two-story, four-family unoccupied structure on an area approximating 0.143 acres in the Tower Grove South Neighborhood. The Area is located on the south side of Arsenal St. between Roger Pl. and Oak Hill Ave.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises a portion of City Block 5060.05. The Area is in fair condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate a 7.0 % unemployment rate for the City as of September, 2007. 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 residential building.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

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

Residential density for the surrounding neighborhoods is approximately 15.48 persons per acre.

5. CURRENT ZONING

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

6. FINDING OF BLIGHT

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

existence of deteriorated property constitutes both an economic liability to the City of St. Louis and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.300 et seq. of the Revised Statutes of Missouri 2000, as amended (the Land Clearance for Redevelopment Authority Law).

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

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

2. PROPOSED LAND USE OF THE AREA

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

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The 2005 Strategic Land Use Plan designates it as a Neighborhood Preservation Area.

3. PROPOSED ZONING

The zoning for the Area can remain "B" Two Family Residential 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 "Strategic Land Use Plan" (2005). Any specific proposal to the LCRA for development of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

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

6. CIRCULATION

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

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

7. BUILDING AND SITE REGULATIONS

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

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

8. URBAN DESIGN

a. **Urban Design Objectives**

The property shall be developed so it is an attractive residential asset to the surrounding neighborhood.

b. **Urban Design Regulations**

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

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

c. **Landscaping**

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

d. **Fencing**

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

9. PARKING REGULATIONS

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

Where feasible, parking shall be limited to the rear of the property alley, and at least one parking space shall be provided for each residential unit. In addition, surface parking shall not exceed 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 taxes collected for any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to 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 up to 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 up to 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 up to 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 City Guidelines for Maximum Utilization of Minority Enterprises dated January 1, 1981, as may be amended, and the "Equal Opportunity and Nondiscrimination Guidelines" in Exhibit "E", attached.

4. ENFORCEMENT

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

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

H. MODIFICATIONS OF THIS PLAN

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

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

substantial are those that do not go to the crux of this Plan.

I. DURATION OF REGULATION AND CONTROLS

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

J. EXHIBITS

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

K. SEVERABILITY

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

EXHIBIT "A"

**THE 4038-40 ARSENAL ST. AREA
LEGAL DESCRIPTION**

C.B.5060-N ARSENAL ST
45 FT X 138 FT 6 IN
MORRISON & PENGUET ADDN
LOT 11 & E-10

50600500900
4038-40 ARSENAL ST.

See attached Exhibits B, C & D

**EXHIBIT "E"
FORM: 08/02/99**

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

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

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

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

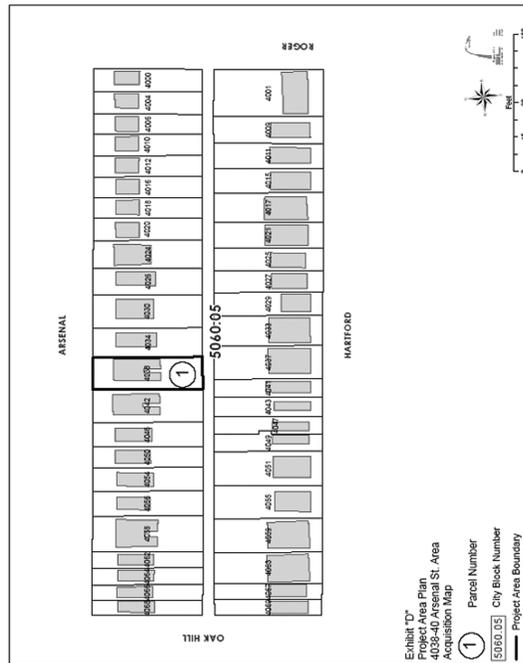
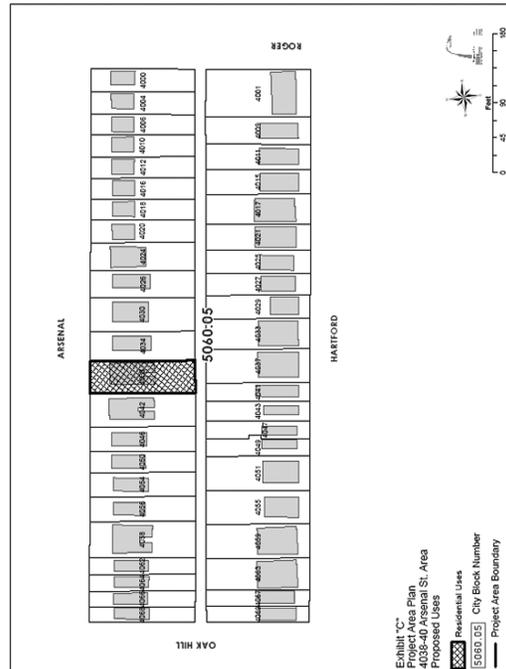
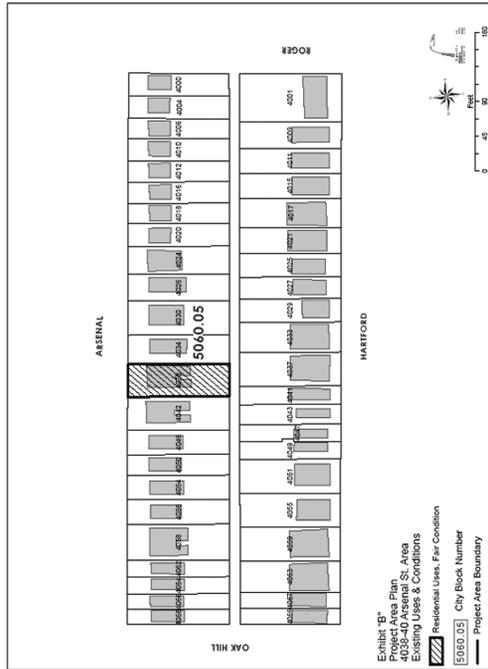
The Redeveloper agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Redeveloper, its successors or assigns upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation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

The Redeveloper shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance

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

Approved: March 17, 2008

ORDINANCE NO 67940 - EXHIBITS B, C & D



ORDINANCE #67941
Board Bill No. 452

An ordinance approving a Redevelopment Plan for the 1204-08, 1205 and 1219 Hebert 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 December 18, 2007 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 for up to ten (10) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and 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 1204-08, 1205 and 1219 Hebert Street Area," dated December 18, 2007, 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 1204-08, 1205 and 1219 Hebert 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. December 18, 2007 ("Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

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

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

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

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

SECTION NINE. The property within the Area is unoccupied. 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. The Redeveloper may seek up to 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 similar 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 up to 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 up to 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 up to the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

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

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

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

EXHIBIT "A"

THE 1204-08, 1205 AND 1219 HEBERT STREET AREA LEGAL DESCRIPTION

Parcel 1 C.B. 1128 HEBERT
37 FT 6 IN X 163 FT 6 IN
E. UNION ADDN
BLOCK 8
LOTS 8 & W 9

1128-00-01100
1204 Hebert Street

Parcel 2 C.B. 1128 HEBERT
25 FT X 163 FT 6 IN
E. UNION ADDN
BLOCK 8 LOT 7

1128-00-01000
1208 Hebert Street

Parcel 3 C.B. 1144 HEBER
50 FT X 143 FT 5/8 IN
HEBERT TRACT ADDN
BD E-HADLEY ST

1144-00-00200
1205 Hebert Street

Parcel 4 C.B. 1144 HEBERT ST
22 FT 0 1/2 IN X 147 FT 4 IN
HEBERT TRACT ADDN BND
N ALLEY E BRATKOWSKI
S HEBERT ST W MEISEL

1144-00-00600
1219 Hebert Street

EXHIBIT "B"
Form 11/27/07

BLIGHTING STUDY AND PLAN
FOR THE
1204-08, 1205 and 1219 HEBERT STREET AREA
PROJECT # 1222
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
DECEMBER 18, 2007

MAYOR
FRANCIS G. SLAY

BLIGHTING STUDY AND PLAN FOR
THE 1204-08, 1205 AND 1219 HEBERT STREET AREA

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- "A" LEGAL DESCRIPTION
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- "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 1204-08, 1205 and 1219 Hebert Street Area ("Area") encompasses approximately 0.46 acres in the Old North St. Louis Neighborhood of the City of St. Louis ("City") and is located on the north and south sides of Hebert St., with Hadley St. to the east and N. 13th St. to the west.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises two parcels of City Block 1128 and one parcel in City Block 1144. The Area is in poor condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate a 7.0% unemployment rate for the City as of September, 2007. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include an unoccupied four family, an unoccupied three family and two unoccupied two family residential buildings.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

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

Residential density for the surrounding neighborhoods is approximately 5.99 persons per acre.

5. CURRENT ZONING

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

6. FINDING OF BLIGHT

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

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

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

2. PROPOSED LAND USE OF THE AREA

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

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

3. PROPOSED ZONING

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

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the "Strategic Land Use Plan" (2005). Any specific proposal to the LCRA for development of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

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

6. CIRCULATION

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

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

7. BUILDING AND SITE REGULATIONS

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

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

8. URBAN DESIGN

a. Urban Design Objectives

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

b. Urban Design Regulations

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

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

c. Landscaping

The property shall be well landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. If necessary, sidewalks shall be notched to accommodate the trees.

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

Existing, healthy trees shall be retained, if feasible.

d. Fencing

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

9. PARKING REGULATIONS

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

Where feasible, parking shall be limited to the rear of the property off the alley, and at least one space shall be

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

10. SIGN REGULATIONS

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

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

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

12. PUBLIC IMPROVEMENTS

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

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

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

C. PROPOSED SCHEDULE OF DEVELOPMENT

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

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

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

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

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

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

2. PROPERTY ACQUISITION

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

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

E. COOPERATION OF THE CITY

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

F. TAX ABATEMENT

A Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 -99.715, Revised Statutes of Missouri 2000, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created

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

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for up to 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 up to 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 up to the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

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

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

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

2. CONSTRUCTION AND OPERATIONS

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

3. LAWS AND REGULATIONS

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

4. ENFORCEMENT

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

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

H. MODIFICATIONS OF THIS PLAN

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

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

I. DURATION OF REGULATION AND CONTROLS

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

J. EXHIBITS

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

K. SEVERABILITY

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

EXHIBIT "A"

**THE 1204-08, 1205 AND 1219 HEBERT STREET AREA
LEGAL DESCRIPTION**

Parcel 1 C.B. 1128 HEBERT
37 FT 6 IN X 163 FT 6 IN
E. UNION ADDN
BLOCK 8

LOTS 8 & W 9

1128-00-01100

1204 Hebert Street

Parcel 2 C.B. 1128 HEBERT
25 FT X 163 FT 6 IN
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BLOCK 8 LOT 7

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1208 Hebert Street

Parcel 3 C.B. 1144 HEBER
50 FT X 143 FT 5/8 IN
HEBERT TRACT ADDN
BD E-HADLEY ST

1144-00-00200

1205 Hebert Street

Parcel 4 C.B. 1144 HEBERT ST
22 FT 0 ½ IN X 147 FT 4 IN
HEBERT TRACT ADDN BND
N ALLEY E BRATKOWSKI
S HEBERT ST W MEISEL

1144-00-00600

1219 Hebert Street

See attached Exhibits B, C & D

EXHIBIT "E"
FORM: 05/26/99

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

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

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

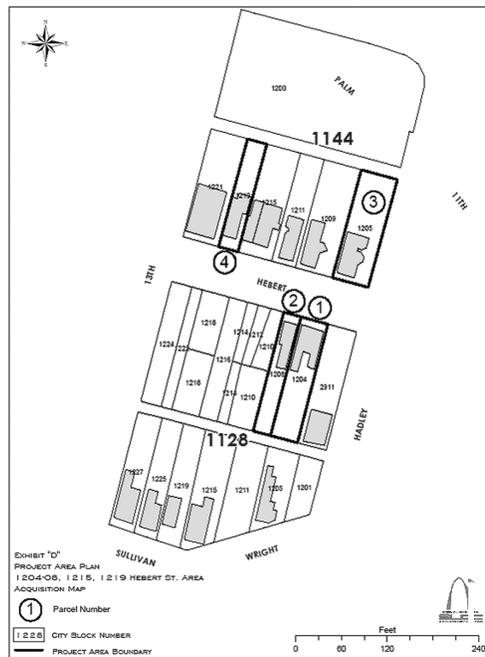
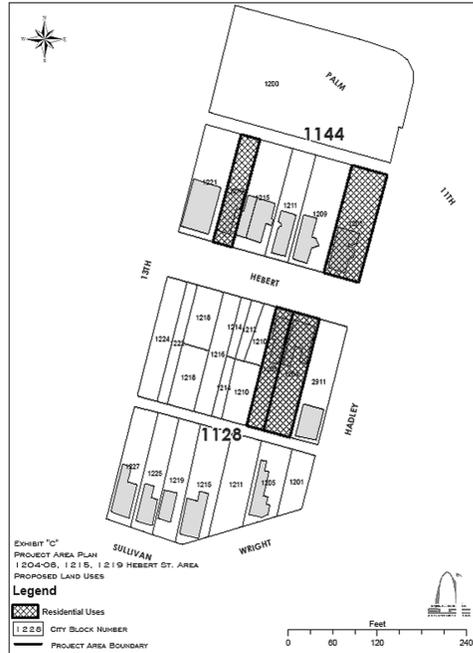
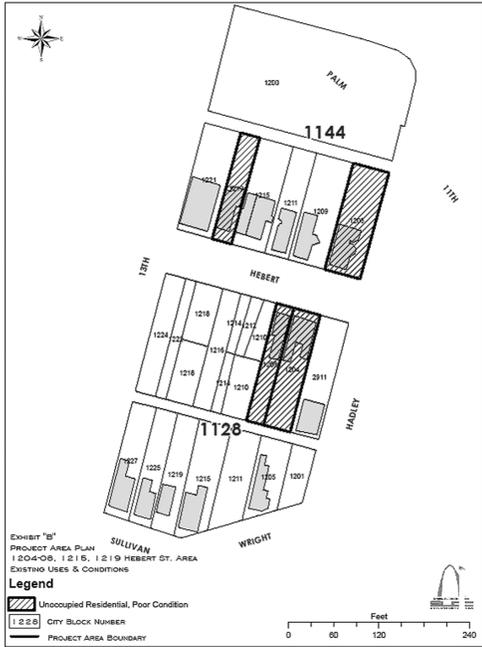
The Redevelopment shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

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

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

Approved: March 17, 2008

ORDINANCE NO. 67941 – EXHIBITS B, C & D



ORDINANCE #67942
Board Bill No. 453

An ordinance approving a Redevelopment Plan for the 2101-11 Palm 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 December 18, 2007 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 for up to ten (10) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and 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 2101-11 Palm Street Area," dated December 18, 2007, 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 2101-11 Palm 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. December 18, 2007 ("Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

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

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

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

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

SECTION NINE. The property within the Area is **unoccupied**. 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. The Redeveloper may seek up to 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 similar 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 up to 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 up to 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 up to 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"

2101-11 PALM STREET AREA LEGAL DESCRIPTION

Parcel 1	C.B.	1159 PALM 39 FT X 76 FT FARRARS ADDN BLOCK 10 LOT E1-E2-E3 1159-00-00900 2101 Palm Street
Parcel 2	C.B.	1159 PALM 44 FT 2 IN X 76 FT FARRARS ADDN LOT PTS 1-2-3 BOUNDED E-39 FT W OF 21ST 1159-00-01000 2105 Palm Street
Parcel 3	C.B.	1159 PALM 44 FT 2 IN X 76 FT FARRARS ADDN LOT PT 1-2-3- BND N-ECKHOFF FURN CO E-ECKHOFF JOHN S-PALM W-ECKHOFF M

1159-00-01100
2109 Palm Street

EXHIBIT "B"
Form 11/19/07

BLIGHTING STUDY AND PLAN
FOR THE
2101-11 PALM STREET AREA
PROJECT #1271
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
DECEMBER 18, 2007

MAYOR
FRANCIS G. SLAY

**BLIGHTING STUDY AND PLAN FOR
2101-11 PALM STREET AREA**

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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 2101-11 Palm Street Area ("Area") encompasses approximately 0.23 acres in the Hyde Park neighborhood of the City of St. Louis ("City") and is located on the north side of Palm Street with N. 21st St. to the east and N. 22nd St. to the west.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises three parcels of City Block 1159. The Area is in poor condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate a 7.6 % unemployment rate for the City as of August, 2007. 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 includes three unoccupied four family residential buildings.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

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

Residential density for the surrounding neighborhoods is approximately 10.27 persons per acre.

5. CURRENT ZONING

The Area is zoned "G" Local Commercial & Office District, pursuant to the Zoning Code of the City, which is incorporated in this Plan by reference.

6. FINDING OF BLIGHT

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

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

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

2. PROPOSED LAND USE OF THE AREA

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

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

3. PROPOSED ZONING

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

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the Strategic Land Use Plan (2005). 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

There will be no new jobs as a result of the proposed development since it is residential.

6. CIRCULATION

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

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

7. BUILDING AND SITE REGULATIONS

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

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

8. URBAN DESIGN

a. **Urban Design Objectives**

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

b. **Urban Design Regulations**

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

c. **Landscaping**

The property shall be well landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. If necessary, sidewalks shall be notched to accommodate the trees.

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

Existing, healthy trees shall be retained, if feasible.

d. **Fencing**

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

9. PARKING REGULATIONS

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

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

10. SIGN REGULATIONS

All new signs shall be limited as set out in the City Code, PDA stipulations, this Plan and contracts between the LCRA and the Redeveloper. A uniform signage plan must be prepared by the Redeveloper for the entire project.

All new signs shall be restricted to those identifying the names and/or business of the person or firm occupying the premises.

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) years 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 exercise of eminent domain.

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to a Redeveloper who shall agree to develop such property in accordance with this Plan and the contract between such Redeveloper and the LCRA. Any property acquired by the LCRA and sold to a Redeveloper will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, R.S.Mo. (2000) as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

The property within the Area is currently unoccupied. If it should become occupied all eligible occupants

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

E. COOPERATION OF THE CITY

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

F. TAX ABATEMENT

A Redeveloper may seek ten-(10) year real estate tax abatement pursuant to Sections 99.700 – 99.715, Revised Statutes of Missouri 2000, as amended, upon applications as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created.

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

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for up to 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 up to 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 up to the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

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

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

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

2. CONSTRUCTION AND OPERATIONS

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

3. LAWS AND REGULATIONS

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

4. ENFORCEMENT

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

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

H. MODIFICATIONS OF THIS PLAN

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

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

I. DURATION OF REGULATION AND CONTROLS

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

J. EXHIBITS

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

K. SEVERABILITY

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

EXHIBIT "A"

**2101-11 PALM STREET AREA
LEGAL DESCRIPTION**

Parcel 1 C.B. 1159 PALM
39 FT X 76 FT
FARRARS ADDN
BLOCK 10
LOT E1-E2-E3

1159-00-00900
2101 Palm Street

Parcel 2 C.B. 1159 PALM

44 FT 2 IN X 76 FT
FARRARS ADDN
LOT PTS 1-2-3
BOUNDED E-39 FT W OF 21ST

1159-00-01000
2105 Palm Street

Parcel 3 C.B. 1159 PALM
44 FT 2 IN X 76 FT
FARRARS ADDN LOT PT 1-2-3-
BND N-ECKHOFF FURN CO
E-ECKHOFF JOHN S-PALM W-ECKHOFF M

1159-00-01100
2109 Palm Street

See attached Exhibits B, C & D

EXHIBIT "E"
FORM: 08/02/99

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

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

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

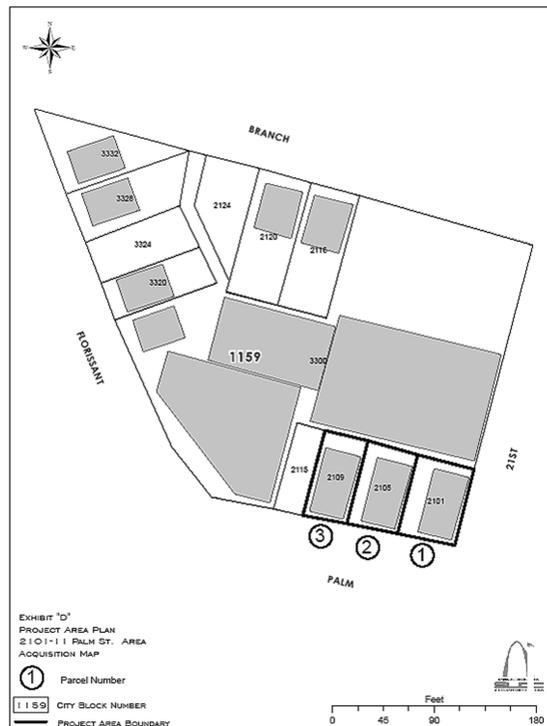
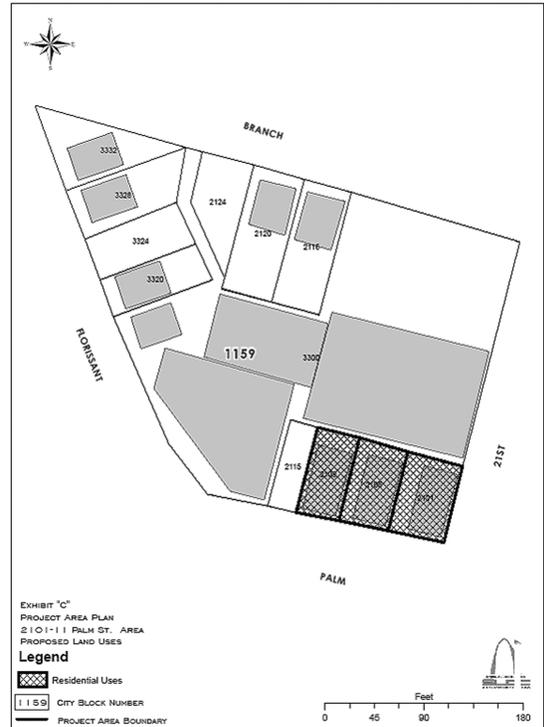
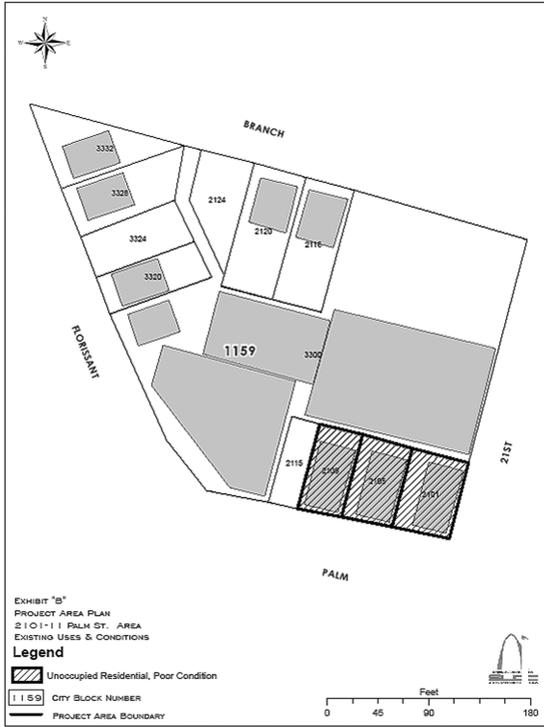
The Redeveloper shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

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

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

Approved: March 17, 2008

ORDINANCE NO. 67942 – EXHIBITS B, C & D



ORDINANCE #67943
Board Bill No. 462

An ordinance approving a Redevelopment Plan for the 4958 Miami 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 December 18, 2007 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**. 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 up to ten (10) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and 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 4958 Miami Street Area," dated December 18, 2007, 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 (with a five (5) year real estate tax abatement) 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 4958 Miami 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 December 18, 2007 ("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. The Redeveloper may seek up to 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 similar 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 up to 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 up to 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 up to 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"

**4958 MIAMI STREET AREA
LEGAL DESCRIPTION**

Parcel 1 CB 6069 MIAMI
35 FT /45 FT X 117 FT/ 124 FT
KINGSHIGHWAY HILL ADDN
BLK 6 LOT 44

6069-00-01200
4958 Miami Street

EXHIBIT "B"
Form 10/19/07

BLIGHTING STUDY AND PLAN
FOR THE
4958 MIAMI STREET AREA
PROJECT #1270
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
DECEMBER 18, 2007

MAYOR
FRANCIS G. SLAY

**BLIGHTING STUDY AND PLAN FOR
4958 MIAMI STREET AREA**

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EXHIBITS

"A"	LEGAL DESCRIPTION
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"C"	PROPOSED LAND USE
"D"	ACQUISITION MAP
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A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 4958 Miami Street Area ("Area") encompasses approximately 0.11 acres in the North Hampton neighborhood of the City of St. Louis ("City") and is located on the south side of Miami Street with Hereford Avenue to the west and Oleatha Avenue to the east.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises one parcels of City Block 6069. The Area is in fair to poor condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate a 7.6 % unemployment rate for the City as of August, 2007. 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 vacant land for new construction.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

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

Residential density for the surrounding neighborhoods is approximately 13.82 persons per acre.

5. CURRENT ZONING

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

6. FINDING OF BLIGHT

The property within the Area is unoccupied and in fair to 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 2730-36 Sublette Ave. Area as blighted within the meaning of Section 99.300 et seq. of the Revised Statutes of Missouri (the Land Clearance for Redevelopment Authority Law).

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

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

2. PROPOSED LAND USE OF THE AREA

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

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

3. PROPOSED ZONING

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

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the Strategic Land Use plan (2005). Any specific proposal to the LCRA for development of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

No new jobs will be added as a result of the proposed residential development.

6. CIRCULATION

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

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

7. BUILDING AND SITE REGULATIONS

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

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

8. URBAN DESIGN

a. Urban Design Objectives

The property shall be developed so it is an attractive residential asset to the surrounding neighborhood.

b. Urban Design Regulations

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

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

c. Landscaping

The property shall be well landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. If necessary, sidewalks shall be notched to accommodate the trees.

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

Existing, healthy trees shall be retained, if feasible.

d. Fencing

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

9. PARKING REGULATIONS

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

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

10. SIGN REGULATIONS

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

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

E. COOPERATION OF THE CITY

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

F. TAX ABATEMENT

A Redeveloper may seek ten-(10) year real estate tax abatement pursuant to Sections 99.700 – 99.715, Revised Statutes of Missouri 2000, as amended, upon applications as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created.

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed

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

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for up to 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 up to 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 up to the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

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

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

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

2. CONSTRUCTION AND OPERATIONS

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

3. LAWS AND REGULATIONS

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

4. ENFORCEMENT

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

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

H. MODIFICATIONS OF THIS PLAN

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

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

I. DURATION OF REGULATION AND CONTROLS

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

J. EXHIBITS

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

K. SEVERABILITY

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

EXHIBIT "A"

**4958 MIAMI STREET AREA
LEGAL DESCRIPTION**

Parcel 1 CB 6069 MIAMI
35 FT /45 FT X 117 FT/ 124 FT
KINGSHIGHWAY HILL ADDN
BLK 6 LOT 44

6069-00-01200
4958 Miami Street

See attached Exhibits B, C & D

**EXHIBIT "E"
FORM: 08/02/99**

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

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

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

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

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

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

Approved: March 17, 2008

ORDINANCE NO. 67943 – EXHIBITS B, C & D

