ORDINANCE #68518
Board Bill No. 200

An ordinance approving a blighting study and redevelopment plan dated September 22, 2009 for the 4300 Manchester Avenue Redevelopment Area (as further defined herein, the "Plan") after finding that said Redevelopment Area ("Area") is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 RSMo inclusive, as amended); containing a description of the boundaries of the Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Attachment "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 attached hereto and incorporated herein as Attachment "B", pursuant to Section 99.430 RSMo, as amended; finding that there is a feasible financial plan for the redevelopment of the Area which affords maximum opportunity for redevelopment of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA"), a public body corporate and politic created under Missouri law, through the exercise of eminent domain; finding that none of the property within the Area is occupied, but if it should become occupied, the Redeveloper(s) (as defined herein) shall be responsible for providing relocation assistance pursuant to the Plan to 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 a ten (10) year real estate tax abatement; and pledging cooperation of this St. Louis Board of Aldermen ("Board") and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan; and containing a severability clause.

WHEREAS, the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, inadequate or outmoded design and conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes 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 and 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, this Board has considered the "Blighting Study and Redevelopment Plan for the 4300 Manchester Avenue Redevelopment Area" dated September 22, 2009, consisting of a Title Page; a Table of Contents Page, eight (8) numbered pages and Exhibits "A" – "F" attached hereto and incorporated herein as Attachment "B" ("Plan"); and based on the information in the Plan, specifically the Blighting Report in Exhibit "F" to the Plan, considered each parcel of property in the Area and found the preponderance of the Area to be blighted, and

WHEREAS, there is a need for the LCRA to undertake the redevelopment of the Area as a land clearance project under the Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4) RSMo, as amended; and

WHEREAS, the LCRA has, after considering each individual parcel of property in the Area and finding the Area to be blighted, approved the Plan and recommended approval of the Plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this Board; and

WHEREAS, it is desirable and in the public interest that a public body, the LCRA, undertake and administer the Plan; 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 RSMo, as amended, 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 that general plan; and

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

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

WHEREAS, the Plan prescribes 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 RSMo, as amended, this Board placed public notices in a newspaper of general circulation in the City that a public hearing would be held by this Board on the Plan, and a hearing was held at the time and place designated in those notices 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, as amended (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Attachment "A", attached hereto and incorporated herein, known as the 4300 Manchester Avenue Area ("Area"). The existence of deteriorated property and other conditions constitutes an economic or social 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 99.320(3) RSMo, as amended, and are evidenced by the Blighting Report attached as Exhibit "F" ("Blighting Report") to the Blighting Study and Redevelopment Plan for the Area dated September 22, 2009 which is attached hereto, and labeled Attachment "B" and incorporated herein by reference ("Plan").

SECTION TWO. The redevelopment of the 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 Plan (including the Blighting Report) 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 the Plan with the Minutes of this meeting.

SECTION FIVE. The Plan 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, 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 redevelopments to be sought pursuant to the requirements of the Statute.

SECTION EIGHT. The Plan provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") may acquire no property in the Area by the exercise of eminent domain.

SECTION NINE. None of the property within the Area is currently occupied. If it should become occupied, all eligible occupants displaced by the Redeveloper(s)(as defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper(s) at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

SECTION TEN. The Plan 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(s)") 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(s) 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, Redeveloper(s) 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 (as further defined below, “MBEs”) and Women's Business Enterprises ("as further defined below (“WBEs") will be solicited and fairly considered for contracts, subcontracts and purchase orders;

(c) To be bound by the conditions and procedures regarding the utilization of MBEs and WBEs established by the City;

(d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997, as has been extended.

(e) To comply with applicable requirements of Ordinance No. 60275 of the City (First Source Jobs Policy, as codified at St. Louis City Revised Code Chapter 3.90);

(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 pursuant to the Plan. The Redeveloper(s) will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Assistant Director-Certification and Compliance of the City and the President of this Board; and

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

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by Minority Group Member(s) (as defined below) who have at least fifty-one percent (51%) ownership therein. 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 having 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(s)" as used in this Section shall include heirs, successors in interest, and assigns.

SECTION FOURTEEN. The Redeveloper(s) may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, RSMo, 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, any Redeveloper(s) 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 of the 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 urban redevelopment corporation shall own property within the Area, then for a period of up to the first ten (10) years after the date such urban redevelopment corporation shall acquire title to property in the Area, taxes on that property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year two (2) years prior to the calendar year during which such urban redevelopment corporation shall have acquired title to that property. In addition to such taxes, any such urban redevelopment corporation shall for a period of up to ten (10) years make a payment in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the improvements located on the property during the calendar year two (2) years prior to the calendar year during which such urban redevelopment corporation shall have acquired title to such property. If such property shall be tax exempt because it is owned by the LCRA and leased to any such corporation, then such urban redevelopment corporation for such period of up to the first ten (10) years of the 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 two (2) years prior to the calendar year during which such urban redevelopment corporation shall lease such property.
>
> All payments in lieu of taxes shall be a lien upon the real 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 urban redevelopment corporation, so long as such successors shall continue to use such property as provided in the Plan and in any agreement with the LCRA. In no event shall such benefits extend beyond ten (10) years after any urban redevelopment corporation shall have acquired title to the property.

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

The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City.

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"

4300 MANCHESTER AVENUE REDEVELOPMENT AREA
LEGAL DESCRIPTION

CB 3973 MANCHESTER AV
30 FT X 125 FT
LACLEDE R TR ADDN
LOT E-1

3973-00-02107
4300 Manchester Avenue

ATTACHMENT "B"
Form: 08/31/09

BLIGHTING STUDY AND PLAN
FOR THE
4300 MANCHESTER AVENUE REDEVELOPMENT AREA
PROJECT # 1449
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
September 22, 2009

MAYOR
FRANCIS G. SLAY

BLIGHTING STUDY AND PLAN FOR
4300 MANCHESTER AVENUE REDEVELOPMENT AREA

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A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 4300 Manchester Avenue Redevelopment Area ("Area") encompasses approximately 0.08 acres in the Forest Park Southeast neighborhood of the City of St. Louis ("City") and is located on the southwest corner of Manchester Ave. and Tower Grove Ave. with S. Newstead Ave. to the west and S. Boyle Ave. to the east.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises one parcel of City Block 3973. The Area is in poor condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" (“Project Area Plan-Existing Uses and Conditions”) and enumerated in Exhibit “F” “Blighting Report”.

Unemployment figures, computed by the Missouri Economic Research and Information Center, Missouri Department of Economic Development, indicate a 11.2% unemployment rate for the City for the month of July, 2009. It is estimated that this rate is applicable to 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 mixed-use building.

The land uses within the Area, 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 used primarily for commercial and residential purposes

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

5. CURRENT ZONING

The Area is currently zoned "G" Local Commercial and Office District pursuant to the Zoning Code of the City, which is incorporated in this Blighting Study and Redevelopment Plan ("Plan") by reference.

6. FINDING OF BLIGHT

None of the property within the Area is occupied and the Area is in the conditions described in Exhibit "F". The existence of deteriorated property constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. The preponderance of properties in the Area has been determined to be blighted within the meaning of Section 99.300 et seq. RSMo, as amended (the "Land Clearance for Redevelopment Authority Law") as evidenced by the Blighting Report attached hereto, labeled Exhibit "F" and incorporated herein by this reference.

B. PROPOSED REDEVELOPMENT AND REGULATIONS

1. REDEVELOPMENT OBJECTIVES

The primary objectives of this Plan are to eliminate blight within the Area and to facilitate the redevelopment of the Area into productive commercial and residential uses.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are commercial and residential uses permitted in zones designated "G" Local Commercial and Office District by the City of St. Louis Zoning Code. Redeveloper(s) authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to redevelop property in the Area (hereafter referred to as "Redeveloper(s)") shall not be permitted to use the property within the Area for any of the following:

pawn shops, adult bookstores, X-rated movie houses, massage parlors or health spas, auto and truck dealers (new or used), pinball arcades, pool halls, secondhand or junk shops, tattoo parlors, truck or other equipment rentals requiring outside storage, blood donor facilities, free standing package liquor stores, check cashing centers, any use (except for financial institutions or pharmacies) that utilizes a sales or service window or facility for customers who are in cars, or restaurants that sell products to customers who are in cars or who consume the sold products in cars parked on the restaurant premises, or sell products through a sales window to customers who are in cars or to pedestrians outside the building for immediate consumption by the customer either on or off the premises, automobile service or stations.

Exhibit "C" (Project Area Plan-Proposed Land Use) shows the proposed uses for the Area. The General Plan for the City, which includes the "Strategic Land Use Plan" (as amended 2009) designates the Area as a Neighborhood Commerce Area (NCA).

3. PROPOSED ZONING

The zoning for the Area may remain "G" Local Commercial and Office 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 which includes the "Strategic Land Use Plan" (as amended 2009). Any specific proposal to the LCRA for redevelopment of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, light and air, sound design and arrangement, and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THE AREA

Approximately 3 to 5 new permanent full time equivalent jobs are expected to be created if the Area is redeveloped in accordance with this Plan. The exact number of jobs created will depend upon the specific nature

of the proposed redevelopment.

6. CIRCULATION

The Project Area Plan-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 City 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.

The Redeveloper(s) shall redevelop the Area in accordance with this Plan and the redevelopment agreement ("Agreement") (if any), and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper(s) 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 that it is an attractive commercial and 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 Area 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

New fencing may be ornamental metal, chain link or a good quality, privacy fence provided it is not wood stockade style. In no case shall the fencing have razor or brushed wire on top if it is visible from any street. In residential or commercial zoning districts and fencing across from residential uses in any zoning district new fencing in front yards or along streets shall be limited to ornamental metal or good quality privacy fencing 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.

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

10. SIGN REGULATIONS

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

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

Projecting signs shall be governed by the City Code, but may not obscure an architectural building element.

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

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

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

No building, conditional use, or sign permits shall be issued by the City without the prior written recommendation 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 redevelopment. The cost of such utility improvements will be borne by the Redeveloper(s).

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

C. PROPOSED SCHEDULE OF REDEVELOPMENT

It is estimated that the implementation of this Plan will take place in a single phase initiated within approximately one (1) year(s) of approval of this Plan by City ordinance and completed within approximately two (2) year(s) of approval of this Plan by City 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 redevelopment 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.

All costs associated with the redevelopment of the Area will be borne by the Redeveloper(s).

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(s).

2. PROPERTY ACQUISITION

The Project Area Plan-Acquisition Map, Exhibit "D" attached, identifies all the property located in the Area. The LCRA may acquire no 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(s) who shall agree to redevelop such property in accordance with this Plan and the agreement between such Redeveloper(s) and the LCRA. Any property acquired by the LCRA and sold to a Redeveloper(s) 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. as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

None of the property within the Area is currently occupied. If it should become occupied, all eligible occupants displaced as a result of the implementation of this 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 the cooperation of the City to enable the project to be carried out in a timely manner and in accordance with this Plan.

F. TAX ABATEMENT

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

In lieu of the ten (10) year abatement outlined above, redeveloper(s) which is an urban a 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 other similar local taxing districts 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 the property in the Area, taxes on that property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year two years prior to the calendar year during which the corporation shall have acquired title to that property. In addition to such taxes, any the 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 two years prior to the calendar year during which such corporation shall have acquired title to the 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 the 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 two years prior to the calendar year during which that corporation shall lease that 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 the 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

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

A Redeveloper(s) 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, rental or occupancy of any property, or any improvements erected or to be erected in the Area, or any part thereof.

2. CONSTRUCTION AND OPERATIONS

A Redeveloper(s) 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(s) 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 an Agreement between the LCRA and a Redeveloper(s), 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(s), 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, redevelopment schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the PDA.

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 City ordinance, and for additional ten (10) year periods unless before the commencement of any such ten (10) year period the St. Louis Board of Aldermen shall terminate this Plan at 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"

4300 MANCHESTER AVENUE REDEVELOPMENT AREA
LEGAL DESCRIPTION

CB 3973 MANCHESTER AV
30 FT X 125 FT
LACLEDE R TR ADDN
LOT E-1

3973-00-02107
4300 Manchester Avenue

See attached Exhibits B, C & D

EXHIBIT "E"
FORM: 03/10/08

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper(s) (which term shall include Redeveloper(s), any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper(s) 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(s) shall contractually require its contractors and subcontractors to comply with such laws.

The Redeveloper(s) and its contractors 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(s) shall fully comply with Executive Order #28 dated July 24, 1997 (as may be extended) relating to minority and women-owned business participation in City contracts.

The Redeveloper(s) 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(s), 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(s) shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance #60275 (First Source Jobs Policy) which is codified at Chapter 3.90 of the Revised Ordinances of the City of St. Louis.

EXHIBIT "F"

Blighting Report for the 4300 Manchester Avenue Redevelopment Area

As outlined below, the Area suffers from a multitude of physical and economic deficiencies including defective and inadequate streets, insanitary or unsafe conditions, deteriorating or inadequate site improvements, improper subdivision or obsolete platting and conditions which endanger life or property by fire or other causes.

As a result of these factors the preponderance of the property in the Area is an economic liability for the City, its residents and the taxing districts that depend upon it as a revenue source, as well as a public, health and safety liability. It, therefore, qualifies as a "blighted area" as such term is defined in Section 99.320(3) of the Missouri Revised Statute (2000) as amended.

Subject Property is: _____ vacant land_____ unoccupied/occupied residential
_____X_____unoccupied commercial

Subject Property is: _____ secured _____X_____unsecured

The subject property _____ has _____X_____ has not a predominance of defective or inadequate streets
If answer is yes, explain: _____

The subject property _____ has _____X_____ has not insanitary or unsafe conditions
If answer is yes, explain: The rear porches and stairs need to be replaced

The subject property _____X_____ has _____ has not deterioration of site conditions
If answer is yes, explain: The building needs tuck-pointing. Rear yard needs to be secured

The subject property _____ has _____X_____ has not improper subdivision or absolute platting
If answer is yes, explain: _____

The subject property _____X_____ has _____ has not conditions which endanger life or property by fire or other cause. If answer is yes, explain: The unoccupied property could be vandalized or used by vagrants, creating a strong possibility for fires to be started.

The subject property _____X_____ does _____ does not retard the provision of housing accommodations
If answer is yes, explain: The property is currently in need of rehabilitation

The subject property _____X_____ does _____ does not constitute an economic liability
If answer is yes, explain: In its current condition, the property cannot be leased or rented.

The subject property _____ does _____X_____ does not constitute a social liability
If answer is yes, explain: _____

The subject property _____X_____ is _____ is not a menace to the public health, safety, morals or welfare in its present condition and use. If answer is yes, explain: Due to deterioration, the building is a safety hazard.

The subject property _____X_____ is _____ is not detrimental because of dilapidation, deterioration, age or obsolescence. If answer is yes, explain: The subject property is dangerous in its current state.

The subject property _____ is _____X_____ is not detrimental because of lack of air sanitation or open space. If answer is yes, explain: _____

The subject property _____ is _____X_____ is not detrimental because of high density of population.
If answer is yes, explain: _____

The subject property _____ is _____X_____ is not detrimental because of overcrowding of buildings, overcrowding of land. If answer is yes, explain: _____

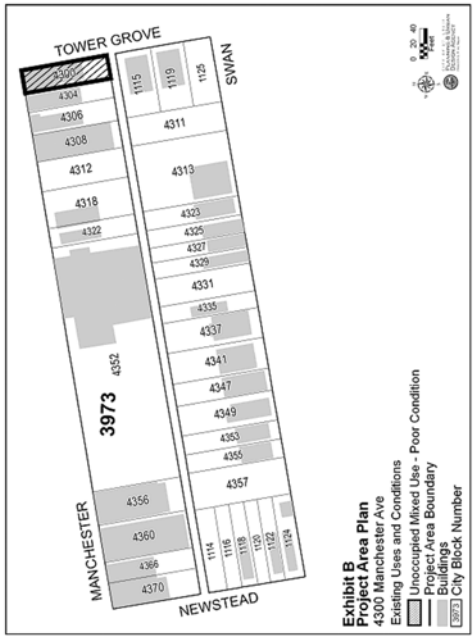
The subject property _____X_____ has _____ has not conditions which endanger life or property by fire and other

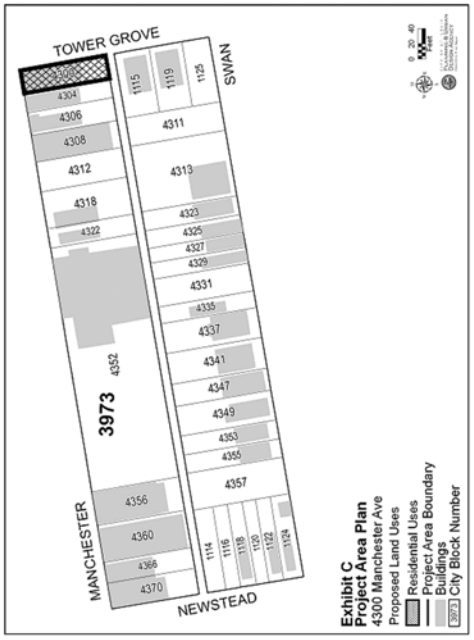
causes. If answer is yes, explain: Unoccupied property is a fire risk as well as a danger if it is not structurally sound

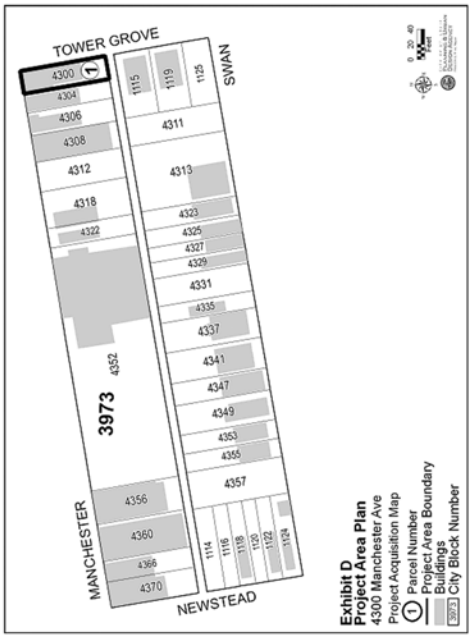
The subject property _____ has _____X_____ has not a combination of factors that are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and. If answer is yes, explain: _____

Approved: November 19, 2009

ORDINANCE NO. 68518 – EXHIBITS B, C & D







ORDINANCE #68519
Board Bill No. 202

An ordinance approving a blighting study and redevelopment plan dated September 22, 2009 for the 3933-35 Shenandoah Ave. Redevelopment Area (as further defined herein, the "Plan") after finding that said Redevelopment Area ("Area") is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 RSMo inclusive, as amended); containing a description of the boundaries of the Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Attachment "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 attached hereto and incorporated herein as Attachment "B", pursuant to Section 99.430 RSMo, as amended; finding that there is a feasible financial plan for the redevelopment of the Area which affords maximum opportunity for redevelopment of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA"), a public body corporate and politic created under Missouri law, through the exercise of eminent domain; finding that none of the property within the Area is occupied, but if it should become occupied the Redeveloper(s) (as defined herein) shall be responsible for providing relocation assistance pursuant to the Plan to 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 a ten (10) year real estate tax abatement; and pledging cooperation of this St. Louis Board of Aldermen ("Board") and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan; and containing a severability clause.

WHEREAS, the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, inadequate or outmoded design and conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes 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 and 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, this Board has considered the "Blighting Study and Redevelopment Plan for the 3933-35 Shenandoah Ave. Redevelopment Area" dated September 22, 2009, consisting of a Title Page; a Table of Contents Page, sixteen (16) numbered pages including Exhibits "A" – "F" attached hereto and incorporated herein as Attachment "B" ("Plan"); and based on the information in the Plan, specifically the Blighting Report in Exhibit "F" to the Plan, considered each parcel of property in the Area and found the preponderance of the Area to be blighted, and

WHEREAS, there is a need for the LCRA to undertake the redevelopment of the Area as a land clearance project under the Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4) RSMo, as amended; and

WHEREAS, the LCRA has, after considering each individual parcel of property in the Area and finding the Area to be blighted, approved the Plan and recommended approval of the Plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this Board; and

WHEREAS, it is desirable and in the public interest that a public body, the LCRA, undertake and administer the Plan; 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 RSMo, as amended, 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 that general plan; and

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

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

WHEREAS, the Plan prescribes 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 RSMo, as amended, this Board placed public notices in a newspaper of general circulation in the City that a public hearing would be held by this Board on the Plan, and a hearing was held at the time and place designated in those notices 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, as amended (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Attachment "A", attached hereto and incorporated herein, known as the 3933-35 Shenandoah Ave. Area ("Area"). The existence of deteriorated property and other conditions constitutes an economic or social 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 99.320(3) RSMo, as amended, and are evidenced by the Blighting Report attached as Exhibit "F" ("Blighting Report") to the Blighting Study and Redevelopment Plan for the Area dated September 22, 2009 which is attached hereto, and labeled Attachment "B" and incorporated herein by reference ("Plan").

SECTION TWO. The redevelopment of the 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 Plan (including the Blighting Report) 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 the Plan with the Minutes of this meeting.

SECTION FIVE. The Plan 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, 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 redevelopments to be sought pursuant to the requirements of the Statute.

SECTION EIGHT. The Plan provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") may acquire no property in the Area by the exercise of eminent domain.

SECTION NINE. None of the property within the Area is currently occupied. If it should become occupied, all eligible occupants displaced by the Redeveloper(s)(as defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper(s) at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

SECTION TEN. The Plan 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(s)") 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(s) 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, Redeveloper(s) 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 (as further defined below, “MBEs”) and Women's Business Enterprises ("as further defined below (“WBEs") will be solicited and fairly considered for contracts, subcontracts and purchase orders;

(c) To be bound by the conditions and procedures regarding the utilization of MBEs and WBEs established by the City;

(d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997, as has been extended.

(e) To comply with applicable requirements of Ordinance No. 60275 of the City (First Source Jobs Policy, as codified at St. Louis City Revised Code Chapter 3.90);

(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 pursuant to the Plan. The Redeveloper(s) will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Assistant Director-Certification and Compliance of the City and the President of this Board; and

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

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by Minority Group Member(s) (as defined below) who have at least fifty-one percent (51%) ownership therein. 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 having 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(s)" as used in this Section shall include heirs, successors in interest, and assigns.

SECTION FOURTEEN. The Redeveloper(s) may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, RSMo, 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, any Redeveloper(s) 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 of the 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 urban redevelopment corporation shall own property within the Area, then for a period of up to the first ten (10) years after the date such urban redevelopment corporation shall acquire title to property in the Area, taxes on that property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year two (2) years prior to the calendar year during which such urban redevelopment corporation shall have acquired title to that property. In addition to such taxes, any such urban redevelopment corporation shall for a period of up to ten (10) years make a payment in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the improvements located on the property during the calendar year two (2) years prior to the calendar year during which such urban redevelopment corporation shall have acquired title to such property. If such property shall be tax exempt because it is owned by the LCRA and leased to any such corporation, then such urban redevelopment corporation for such period of up to the first ten (10) years of the 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 two (2) years prior to the calendar year during which such urban redevelopment corporation shall lease such property.
>
> All payments in lieu of taxes shall be a lien upon the real 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 urban redevelopment corporation, so long as such successors shall continue to use such property as provided in the Plan and in any agreement with the LCRA. In no event shall such benefits extend beyond ten (10) years after any urban redevelopment corporation shall have acquired title to the property.

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

The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City.

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 3933-35 SHENANDOAH AVE. AREA
LEGAL DESCRIPTION

PARCEL 1

C.B. 4917 SHENANDOAH AVE
24.83 X 123.38 FT
SUBDN LOT 22 IN BLK 22 TYLER PL
LOT 22 B

49170003160
3933 SHENANDOAH AVE.

PARCEL 2

C.B. 4917 SHENANDOAH AVE

25.17 FT X 123.38 FT
SUBDN LOT 22 BLK 22 TYLER PL
LOT 22 A

49170003170
3935 SHENANDOAH AVE.

ATTACHMENT "B"
Form: 05/01/09

BLIGHTING STUDY AND REDEVELOPMENT PLAN
FOR THE
3933-35 SHENANDOAH AVE.. REDEVELOPMENT AREA
PROJECT # 1442
September 22, 2009
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS

MAYOR
FRANCIS G. SLAY

BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR
3933-35 SHENANDOAH AVE. REDEVELOPMENT AREA

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A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 3933-35 Shenandoah Ave. Redevelopment Area ("Area") encompasses approximately .14 acres in the Shaw neighborhood of the City of St. Louis ("City") and is located on the north side of Shenandoah Ave. between 39th St. and Lawrence St.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises a portion of City Block 4917. The Area is in fair condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" (“Project Area Plan-Existing Uses and Conditions”) and enumerated in Exhibit “F” “Blighting Report”.

Unemployment figures, computed by the Missouri Economic Research and Information Center, Missouri Department of Economic Development, indicate a 10% unemployment rate for the City for the month of May, 2009. It is estimated that this rate is applicable to residents of the neighborhoods surrounding the Area.

There are currently no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include two unoccupied residential buildings.

The land uses within the Area, 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 used primarily for residential purposes.

Residential density for the surrounding neighborhoods is approximately 21.59 persons per acre.

5. CURRENT ZONING

The Area is currently zoned "B" Two Family Residential District pursuant to the Zoning Code of the City, which is incorporated in this Blighting Study and Redevelopment Plan ("Plan") by reference.

6. FINDING OF BLIGHT

None of the property within the Area is occupied and the Area is in the conditions described in Exhibit "F". The existence of deteriorated property constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. The preponderance of properties in the Area has been determined to be blighted within the meaning of Section 99.300-99.715 et seq. RSMo, as amended (the "Land Clearance for Redevelopment Authority Law") as evidenced by the Blighting Report attached hereto, labeled Exhibit "F" and incorporated herein by this reference.

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

The primary objective of this Plan is to facilitate the redevelopment 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 zones designated "B" Two Family Residential District by the City of St. Louis Zoning Code. Redeveloper(s) authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to redevelop property in the Area (hereafter referred to as "Redeveloper(s)") shall be permitted to use the property within the Area for only the above proposed uses.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The General Plan of the City which includes the "Strategic Land Use Plan" (as amended 2009) designates it as a Neighborhood Commercial Area (NCA).

3. PROPOSED ZONING

The zoning for the Area may 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 which includes the "Strategic Land Use Plan" (as amended 2009). Any specific proposal to the LCRA for redevelopment 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 THE AREA

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

6. CIRCULATION

The Project Area Plan-Proposed Land Uses 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 City 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.

The Redeveloper(s) shall redevelop the Area in accordance with this Plan and the Redevelopment Agreement (if any) ("Agreement"), and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper(s) 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 in the Area shall be redeveloped such that it is an attractive residential asset to the surrounding neighborhood.

b. Urban Design Regulations

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

2.) **New construction** or alterations shall be positioned on the lot so that any existing recurrent building masses and spaces along the street are continued as well as the pattern of setback from the street.

3.) **New Exterior Materials** on facades of structures in the Area visible from the street(s) shall be compatible in type and texture with the dominant materials of adjacent buildings. Artificial masonry such as "Permastone" is not permitted. A submission of all building materials shall be required prior to building permit approval.

4.) **Architectural Details** on existing structures in the Area shall be maintained in a similar size, detail and material. Where they are badly deteriorated, similar details salvaged from other buildings may be substituted. Both new and replacement window and doorframes shall be limited to wood or color finished aluminum on the street facing facades, including basement windows. Raw or unfinished aluminum and glass block are not acceptable. Awnings of canvas only are acceptable.

5.) **Roof Shapes** that are employed in a predominance of existing buildings in a block shall set the standard of compatibility for any proposed new construction or alteration.

6.) **Roof Materials** shall be slate, tile, copper or asphalt shingles where the roof is visible from the street. Brightly colored asphalt shingles are not appropriate.

c. Landscaping

The Area 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 in the Area 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 ½) feet high on planting and maintained at three and one-half (3 ½) 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 recommendation 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 redevelopment. 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, general welfare, efficiency and economy of the City.

C. PROPOSED SCHEDULE OF DEVELOPMENT

It is estimated that the implementation of this Plan will take place in a single phase initiated within approximately one (1) year of approval of this Plan by City ordinance and completed within approximately two (2) years of approval of this Plan by City 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 redevelopment 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.

All costs associated with the redevelopment of the Area will be borne by the Redeveloper(s).

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(s).

2. PROPERTY ACQUISITION

The Project Area Plan-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 Redeveloper(s) who shall agree to redevelop such property in accordance with this Plan and the Agreement between such Redeveloper(s) and the LCRA. Any property acquired by the LCRA and sold to Redeveloper(s) will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, RSMo. 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 this 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 the cooperation of the City to enable the project to be carried out in a timely manner and in accordance with this Plan.

F. TAX ABATEMENT

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

In lieu of the ten (10) year abatement outlined above, any Redeveloper(s) which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include taxes collected for any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions 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 a period of 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 two (2) years prior to the calendar year during which such urban redevelopment 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 two years prior to the calendar year during which such urban redevelopment corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for such period of up to the ten (10) years make a payment in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the improvements located on the property during the calendar year two (2) years prior to the calendar year during which such corporation shall have acquired title to such property. If such property shall be tax-exempt because it is owned by the LCRA and leased to any such urban redevelopment corporation, then such corporation for a period of up to the first ten (10) years of the lease shall make payment 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 two (2) years prior to the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the real 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 urban redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any Agreement with the LCRA. In no event shall such benefits extend beyond ten (10) years after any urban redevelopment corporation shall have acquired title to the property.

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

A Redeveloper(s) 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, rental or occupancy of any property, or any improvements erected or to be erected in the Area, or any part thereof.

2. CONSTRUCTION AND OPERATIONS

A Redeveloper (s) 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 (s) 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 Minimum 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 an Agreement between the LCRA and a Redeveloper (s), 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 (s), 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 PDA.

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 City ordinance, and for additional ten (10) year periods unless before the commencement of any such ten (10) year period the St. Louis Board of Aldermen shall terminate this Plan at 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 3933-35 SHENANDOAH AVE. AREA
LEGAL DESCRIPTION

PARCEL 1

C.B. 4917 SHENANDOAH AVE
24.83 X 123.38 FT
SUBDN LOT 22 IN BLK 22 TYLER PL
LOT 22 B

49170003160
3933 SHENANDOAH AVE.

PARCEL 2

C.B. 4917 SHENANDOAH AVE
25.17 FT X 123.38 FT
SUBDN LOT 22 BLK 22 TYLER PL
LOT 22 A

49170003170
3935 SHENANDOAH AVE.

See attached Exhibits B, C & D

EXHIBIT "E"
FORM: 02/08/08

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper(s) (which term shall include Redeveloper(s), any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper(s) 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(s) and its contractors 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(s) shall fully comply with Executive Order #28 dated July 24, 1997, as has been extended, relating to minority and women-owned business participation in City contracts.

The Redeveloper(s) 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(s), its successors or assigns upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected in the Area or any part thereof, and those covenants shall run with the land and shall be enforceable by the LCRA, the City, and the United States of America, as their interests may appear in the project.

Redeveloper(s) shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance #60275 (First Source Jobs Policy) which is codified at Chapter 3.90 of the Revised Ordinances of the City of St. Louis.

EXHIBIT "F"

Blighting Report for the 3933-35 Shenandoah Ave.
Redevelopment Area

As of January 1, 2007, as outlined below, the Area suffered from a multitude of physical and economic deficiencies including defective and inadequate streets, insanitary or unsafe conditions, deterioration or inadequate site improvements, improper subdivision or absolute platting and conditions which endanger life or property by fire or other curses.

As a result of these factors the preponderance of the property in the Area was an economic liability for the City, its residents and the taxing districts that depend upon it as a revenue source, as well as a sound, health safety liability. It, therefore, qualified as a "blighted area" as such time is defined in Section 99.320(3) of the Missouri Revised Statute (2000) as amended.

Subject Property is: _____ vacant land_____X_____ unoccupied residential
_____ unoccupied/occupied commercial

Subject Property is: _____ secured _____ unsecured

The subject property _____ has _____X_____ has not a predominance of defective or inadequate streets
If answer is yes, explain: _____

The subject property _____ has _____X_____ has not insanitary or unsafe conditions
If answer is yes, explain: _____

The subject property _____X_____ has _____ has not deterioration of site conditions
If answer is yes, explain: The buildings are in need of extensive tuckpointing, windows and all mechanical systems are in need of replacement.

The subject property _____ has _____X_____ has not improper subdivision or absolute platting
If answer is yes, explain: _____

The subject property _____ has _____X_____ has not conditions which endanger life or property by fire or other cause. If answer is yes, explain: _____

The subject property _____ does _____X_____ does not retard the provision of housing accommodations
If answer is yes, explain: _____

The subject property _____X_____ does _____ does not constitute an economic liability
If answer is yes, explain: The buildings are in the Tower Grove East neighborhood, which has undergone extensive development over the last decade. These buildings in their condition constitute a drag on the property values of surrounding structures.

The subject property _____ does _____X_____ does not constitute a social liability
If answer is yes, explain: _____

The subject property _____ is _____X_____ is not a menace to the public health, safety, morals or welfare in its present condition and use. If answer is yes, explain: _____

The subject property _____X_____ is _____ is not detrimental because of dilapidation, deterioration, age or obsolescence. If answer is yes, explain: The buildings are over a century old. They suffer from significant deferred maintenance. They are in need of extensive tuckpointing, windows and all mechanical systems are in need of replacement.

The subject property _____ is _____X_____ is not detrimental because of lack of air sanitation or open space. If answer is yes, explain: _____

The subject property _____ is _____X_____ is not detrimental because of high density of population.
If answer is yes, explain: _____

The subject property _____ is _____X_____ is not detrimental because of overcrowding of buildings, overcrowding of land. If answer is yes, explain: _____

The subject property _____ has _____X_____ has not conditions which endanger life or property by fire and other causes. If answer is yes, explain: _____

The subject property _____ has _____X_____ has not a combination of factors that are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and. If answer is yes, explain: _____

Approved: November 19, 2009

ORDINANCE NO. 68519 – EXHIBITS B, C & D

Exhibit B
Project Area Plan
3933-35 Shenandoah Ave.
Existing Uses and Conditions
Unoccupied Residential, Fair Condition
Project Area Boundary
Buildings
City Block Number

Exhibit C
Project Area Plan
3933-35 Shenandoah Ave.
Proposed Land Uses
Residential Uses
Project Area Boundary
Buildings
City Block Number

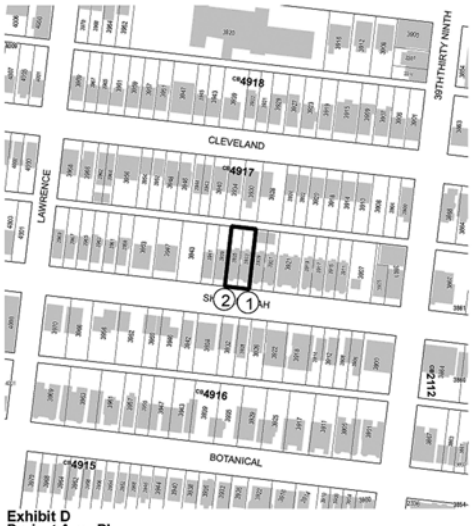

Exhibit D
Project Area Plan
3933-35 Shenandoah Ave.
Project Acquisition Map
Parcel Number
Project Area Boundary
Buildings
City Block Number

ORDINANCE #68520
Board Bill No. 203

An ordinance approving a blighting study and redevelopment plan dated September 22, 2009 for the Sheridan Ave./Garrison Ave./Thomas St. Redevelopment Area (as further defined herein, the "Plan") after finding that said Redevelopment Area ("Area") is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 RSMo inclusive, as amended); containing a description of the boundaries of the Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Attachment "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 attached hereto and incorporated herein as Attachment "B", pursuant to Section 99.430 RSMo, as amended; finding that there is a feasible financial plan for the redevelopment of the Area which affords maximum opportunity for redevelopment of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA"), a public body corporate and politic created under Missouri law, through the exercise of eminent domain; finding that none of the property within the Area is occupied, but if it should become occupied the Redeveloper(s) (as defined herein) shall be responsible for providing relocation assistance pursuant to the Plan to 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 a ten (10) year real estate tax abatement; and pledging cooperation of this St. Louis Board of Aldermen ("Board") and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan; and containing a severability clause.

WHEREAS, the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, inadequate or outmoded design and conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes 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 and 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, this Board has considered the "Blighting Study and Redevelopment Plan for the Sheridan Ave./Garrison Ave./Thomas St. Redevelopment Area" dated September 22, 2009, consisting of a Title Page; a Table of Contents Page, twenty (20) numbered pages including Exhibits "A" – "F" attached hereto and incorporated herein as Attachment "B" ("Plan"); and based on the information in the Plan, specifically the Blighting Report in Exhibit "F" to the Plan, considered each parcel of property in the Area and found the preponderance of the Area to be blighted, and

WHEREAS, there is a need for the LCRA to undertake the redevelopment of the Area as a land clearance project under the Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4) RSMo, as amended; and

WHEREAS, the LCRA has, after considering each individual parcel of property in the Area and finding the Area to be blighted, approved the Plan and recommended approval of the Plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this Board; and

WHEREAS, it is desirable and in the public interest that a public body, the LCRA, undertake and administer the Plan; 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 RSMo, as amended, 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 that general plan; and

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

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

WHEREAS, the Plan prescribes 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 RSMo, as amended, this Board placed public notices in a newspaper of general circulation in the City that a public hearing would be held by this Board on the Plan, and a hearing was held at the time and place designated in those notices 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, as amended (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Attachment "A", attached hereto and incorporated herein, known as the Sheridan Ave./Garrison Ave./Thomas St. Area (“Area”). The existence of deteriorated property and other conditions constitutes an economic or social 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 99.320(3) RSMo, as amended, and are evidenced by the Blighting Report attached as Exhibit “F” (“Blighting Report”) to the Blighting Study and Redevelopment Plan for the Area dated September 22, 2009 which is attached hereto, and labeled Attachment “B” and incorporated herein by reference (“Plan”).

SECTION TWO. The redevelopment of the 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 Plan (including the Blighting Report) 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 the Plan with the Minutes of this meeting.

SECTION FIVE. The Plan 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, 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 redevelopments to be sought pursuant to the requirements of the Statute.

SECTION EIGHT. The Plan provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") may acquire no property in the Area by the exercise of eminent domain.

SECTION NINE. None of the property within the Area is currently occupied. If it should become occupied, all eligible occupants displaced by the Redeveloper(s)(as defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper(s) at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

SECTION TEN. The Plan 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(s)") 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(s) 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, Redeveloper(s) 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 (as further defined below, “MBEs”) and Women's Business Enterprises ("as further defined below (“WBEs") will be solicited and fairly considered for contracts, subcontracts and purchase orders;

(c) To be bound by the conditions and procedures regarding the utilization of MBEs and WBEs established by the City;

(d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997, as has been extended.

(e) To comply with applicable requirements of Ordinance No. 60275 of the City (First Source Jobs Policy, as codified at St. Louis City Revised Code Chapter 3.90);

(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 pursuant to the Plan. The Redeveloper(s) will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Assistant Director-Certification and Compliance of the City and the President of this Board; and

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

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by Minority Group Member(s) (as defined below) who have at least fifty-one percent (51%) ownership therein. 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 having 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(s)" as used in this Section shall include heirs, successors in interest, and assigns.

SECTION FOURTEEN. The Redeveloper(s) may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, RSMo, 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, any Redeveloper(s) 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 of the 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 urban redevelopment corporation shall own property within the Area, then for a period of up to the first ten (10) years after the date such urban redevelopment corporation shall acquire title to property in the Area, taxes on that property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year two (2) years prior to the calendar year during which such urban redevelopment corporation shall have acquired title to that property. In addition to such taxes, any such urban redevelopment corporation shall for a period of up to ten (10) years make a payment in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the improvements located on the property during the calendar year two (2) years prior to the calendar year during which such urban redevelopment corporation shall have acquired title to such property. If such property shall be tax exempt because it is owned by the LCRA and leased to any such corporation, then such urban redevelopment corporation for such period of up to the first ten (10) years of the 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 two (2) years prior to the calendar year during which such urban redevelopment corporation shall lease such property.
>
> All payments in lieu of taxes shall be a lien upon the real 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 urban redevelopment corporation, so long as such successors shall continue to use such property as provided in the Plan and in any agreement with the LCRA. In no event shall such benefits extend beyond ten (10) years after any urban redevelopment corporation shall have acquired title to the property.

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

The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City.

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 SHERIDAN AVE./GARRISON AVE./THOMAS ST. AREA
LEGAL DESCRIPTION

Legal description: "All of Lot 1 of the RESUBDIVISION PLAT OF ALL OF LOT 9, AND PART LOTS 8 AND 10 IN BLOCK 1 OF WM. GLASGOW JR'S. SECOND ADDITION AS RECORDED IN PLAT BOOK E, AT PAGE 35, CITY BLOCK 1030, CITY OF ST. LOUIS, MISSOURI, AND ALL OF LOTS 6 AND 7, AND PART LOTS 5 AND 8 IN BLOCK 65 OF STODDARD ADDITION AS RECORDED IN PLAT BOOK 3, AT PAGE 19, CITY BLOCK 1030, CITY OF ST. LOUIS, MISSOURI as recorded in Plat Book 03242009, at Page 0259."
Commonly known as (address): 3026 Sheridan

Legal description: "All of Lot 2 of the RESUBDIVISION PLAT OF ALL OF LOT 9, AND PART LOTS 8 AND 10 IN BLOCK 1 OF WM. GLASGOW JR'S. SECOND ADDITION AS RECORDED IN PLAT BOOK E, AT PAGE 35, CITY BLOCK 1030, CITY OF ST. LOUIS, MISSOURI, AND ALL OF LOTS 6 AND 7, AND PART LOTS 5 AND 8 IN BLOCK 65 OF STODDARD ADDITION AS RECORDED IN PLAT BOOK 3, AT PAGE 19, CITY BLOCK 1030, CITY OF ST. LOUIS, MISSOURI as recorded in Plat Book 03242009, at Page 0259."
Commonly known as (address): 3022 Sheridan

Legal description: "All of Lot 3 of the RESUBDIVISION PLAT OF ALL OF LOT 9, AND PART LOTS 8 AND 10 IN BLOCK 1 OF WM. GLASGOW JR'S. SECOND ADDITION AS RECORDED IN PLAT BOOK E, AT PAGE 35, CITY BLOCK 1030, CITY OF ST. LOUIS, MISSOURI, AND ALL OF LOTS 6 AND 7, AND PART LOTS 5 AND 8 IN BLOCK 65 OF STODDARD ADDITION AS RECORDED IN PLAT BOOK 3, AT PAGE 19, CITY BLOCK 1030, CITY OF ST. LOUIS, MISSOURI as recorded in Plat Book 03242009, at Page 0259."
Commonly known as (address): 3018 Sheridan

Legal description: "All of Lot 4 of the RESUBDIVISION PLAT OF ALL OF LOT 9, AND PART LOTS 8 AND 10 IN BLOCK 1 OF WM. GLASGOW JR'S. SECOND ADDITION AS RECORDED IN PLAT BOOK E, AT PAGE 35, CITY BLOCK 1030, CITY OF ST. LOUIS, MISSOURI, AND ALL OF LOTS 6 AND 7, AND PART LOTS 5 AND 8 IN BLOCK 65 OF STODDARD ADDITION AS RECORDED IN PLAT BOOK 3, AT PAGE 19, CITY BLOCK 1030, CITY OF ST. LOUIS, MISSOURI as recorded in Plat Book 03242009, at Page 0259."
Commonly known as (address): 3017 Thomas

Legal description: "All of Lot 5 of the RESUBDIVISION PLAT OF ALL OF LOT 9, AND PART LOTS 8 AND 10 IN BLOCK 1 OF WM. GLASGOW JR'S. SECOND ADDITION AS RECORDED IN PLAT BOOK E, AT PAGE 35, CITY BLOCK 1030, CITY OF ST. LOUIS, MISSOURI, AND ALL OF LOTS 6 AND 7, AND PART LOTS 5 AND 8 IN BLOCK 65 OF STODDARD ADDITION AS RECORDED IN PLAT BOOK 3, AT PAGE 19, CITY BLOCK 1030, CITY OF ST. LOUIS, MISSOURI as recorded in Plat Book 03242009, at Page 0259."
Commonly known as (address): 3013 Thomas

Legal description: "All of Lot 13 of the RE-SUBDIVISION PLAT OF ALL OF LOT 9 AND PART OF LOTS 8 & 10, BLOCK 4 OF FLORENCE ADDITION RECORDED IN BOOK "G", AT PAGE 33, AND ALL OF LOTS 1, 2, 3, 9 AND 10, AND PART OF LOTS 4, 8 AND 11, BLOCK 39 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, ALL IN CITY BLOCK 1004, THE CITY OF ST. LOUIS, STATE OF MISSOURI as recorded in Plat Book 03302009, at Page 0287".
Commonly known as (address): 2921 Thomas

Legal description: "All of Lot 14 of the RE-SUBDIVISION PLAT OF ALL OF LOT 9 AND PART OF LOTS 8 & 10, BLOCK 4 OF FLORENCE ADDITION RECORDED IN BOOK "G", AT PAGE 33, AND ALL OF LOTS 1, 2, 3, 9 AND 10, AND PART OF LOTS 4, 8 AND 11, BLOCK 39 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, ALL IN CITY BLOCK 1004, THE CITY OF ST. LOUIS, STATE OF MISSOURI as recorded in Plat Book 03302009, at Page 0287".
Commonly known as (address): 2919 Thomas

Legal description: "All of Lot 17 of the RE-SUBDIVISION PLAT OF ALL OF LOT 9 AND PART OF LOTS 8 & 10, BLOCK 4 OF FLORENCE ADDITION RECORDED IN BOOK "G", AT PAGE 33, AND ALL OF LOTS 1, 2, 3, 9 AND 10, AND PART OF LOTS 4, 8 AND 11, BLOCK 39 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, ALL IN CITY BLOCK 1004, THE CITY OF ST. LOUIS, STATE OF MISSOURI as recorded in Plat Book 03302009, at Page 0287".
Commonly known as (address): 2905 Thomas

Legal description: "All of Lot 18 of the RE-SUBDIVISION PLAT OF ALL OF LOT 9 AND PART OF LOTS 8 & 10, BLOCK 4 OF FLORENCE ADDITION RECORDED IN BOOK "G", AT PAGE 33, AND ALL OF LOTS 1, 2, 3, 9 AND 10, AND PART OF LOTS 4, 8 AND 11, BLOCK 39 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, ALL IN CITY BLOCK 1004, THE CITY OF ST. LOUIS, STATE OF MISSOURI as recorded in Plat Book 03302009, Page 0287".
Commonly known as (address): 2901 Thomas

Legal description: "All of Lot 19 of the RESUBDIVISION PLAT OF ALL OF LOTS 16, 17 AND 25, PART OF LOTS 10, 18 & 24 OF FLORENCE ADDITION RECORDED IN BOOK "G", AT PAGE 33, PART OF LOT 3, A.R. EASTON SUBDIVISION RECORDED IN PLAT BOOK 3, AT PAGE 13, PART OF BLOCK 1 OF NORTH STODDARD ADDITION RECORDED IN BOOK "E", AT PAGE 29, ALL OF LOTS 5, 7, 12, 13 & 14 AND PART OF LOTS 4, 8 & 11, BLOCK 39 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, AND ALL OF LOTS 16 & 17, BLOCK 38 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, IN CITY BLOCKS 1003 & 1004, THE CITY OF ST. LOUIS, STATE OF MISSOURI as recorded in Plat Book 05112009, at Page 0214."
Commonly known as (address): 2839 Thomas

Legal description: "All of Lot 7 of the RESUBDIVISION PLAT OF ALL OF LOTS 16, 17 AND 25, PART OF LOTS 10, 18 & 24 OF FLORENCE ADDITION RECORDED IN BOOK "G", AT PAGE 33, PART OF LOT 3, A.R. EASTON SUBDIVISION RECORDED IN PLAT BOOK 3, AT PAGE 13, PART OF BLOCK 1 OF NORTH STODDARD ADDITION RECORDED IN BOOK "E", AT PAGE 29, ALL OF LOTS 5, 7, 12, 13 & 14 AND PART OF LOTS 4, 8 & 11, BLOCK 39 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, AND ALL OF LOTS 16 & 17, BLOCK 38 OF STODDARD'S

ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, IN CITY BLOCKS 1003 & 1004, THE CITY OF ST. LOUIS, STATE OF MISSOURI as recorded in Plat Book 05112009, at Page 0214."
Commonly known as (address): 2936 Sheridan

Legal description: "All of Lot 8 of the RESUBDIVISION PLAT OF ALL OF LOTS 16, 17 AND 25, PART OF LOTS 10, 18 & 24 OF FLORENCE ADDITION RECORDED IN BOOK "G", AT PAGE 33, PART OF LOT 3, A.R. EASTON SUBDIVISION RECORDED IN PLAT BOOK 3, AT PAGE 13, PART OF BLOCK 1 OF NORTH STODDARD ADDITION RECORDED IN BOOK "E", AT PAGE 29, ALL OF LOTS 5, 7, 12, 13 & 14 AND PART OF LOTS 4, 8 & 11, BLOCK 39 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, AND ALL OF LOTS 16 & 17, BLOCK 38 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, IN CITY BLOCKS 1003 & 1004, THE CITY OF ST. LOUIS, STATE OF MISSOURI as recorded in Plat Book 05112009, at Page 0214."
Commonly known as (address): 2930 Sheridan

Legal description: "All of Lot 9 of the RESUBDIVISION PLAT OF ALL OF LOTS 16, 17 AND 25, PART OF LOTS 10, 18 & 24 OF FLORENCE ADDITION RECORDED IN BOOK "G", AT PAGE 33, PART OF LOT 3, A.R. EASTON SUBDIVISION RECORDED IN PLAT BOOK 3, AT PAGE 13, PART OF BLOCK 1 OF NORTH STODDARD ADDITION RECORDED IN BOOK "E", AT PAGE 29, ALL OF LOTS 5, 7, 12, 13 & 14 AND PART OF LOTS 4, 8 & 11, BLOCK 39 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, AND ALL OF LOTS 16 & 17, BLOCK 38 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, IN CITY BLOCKS 1003 & 1004, THE CITY OF ST. LOUIS, STATE OF MISSOURI as recorded in Plat Book 05112009, at Page 0214."
Commonly known as (address): 2922 Sheridan

Legal description: "All of Lot 10 of the RESUBDIVISION PLAT OF ALL OF LOTS 16, 17 AND 25, PART OF LOTS 10, 18 & 24 OF FLORENCE ADDITION RECORDED IN BOOK "G", AT PAGE 33, PART OF LOT 3, A.R. EASTON SUBDIVISION RECORDED IN PLAT BOOK 3, AT PAGE 13, PART OF BLOCK 1 OF NORTH STODDARD ADDITION RECORDED IN BOOK "E", AT PAGE 29, ALL OF LOTS 5, 7, 12, 13 & 14 AND PART OF LOTS 4, 8 & 11, BLOCK 39 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, AND ALL OF LOTS 16 & 17, BLOCK 38 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, IN CITY BLOCKS 1003 & 1004, THE CITY OF ST. LOUIS, STATE OF MISSOURI as recorded in Plat Book 05112009, at Page 0214."
Commonly known as (address): 2904 Sheridan

Legal description: "All of Lot 11 of the RESUBDIVISION PLAT OF ALL OF LOTS 16, 17 AND 25, PART OF LOTS 10, 18 & 24 OF FLORENCE ADDITION RECORDED IN BOOK "G", AT PAGE 33, PART OF LOT 3, A.R. EASTON SUBDIVISION RECORDED IN PLAT BOOK 3, AT PAGE 13, PART OF BLOCK 1 OF NORTH STODDARD ADDITION RECORDED IN BOOK "E", AT PAGE 29, ALL OF LOTS 5, 7, 12, 13 & 14 AND PART OF LOTS 4, 8 & 11, BLOCK 39 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, AND ALL OF LOTS 16 & 17, BLOCK 38 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, IN CITY BLOCKS 1003 & 1004, THE CITY OF ST. LOUIS, STATE OF MISSOURI as recorded in Plat Book 05112009, at Page 0214."
Commonly known as (address): 2933 Thomas

Legal description: "All of Lot 12 of the RESUBDIVISION PLAT OF ALL OF LOTS 16, 17 AND 25, PART OF LOTS 10, 18 & 24 OF FLORENCE ADDITION RECORDED IN BOOK "G", AT PAGE 33, PART OF LOT 3, A.R. EASTON SUBDIVISION RECORDED IN PLAT BOOK 3, AT PAGE 13, PART OF BLOCK 1 OF NORTH STODDARD ADDITION RECORDED IN BOOK "E", AT PAGE 29, ALL OF LOTS 5, 7, 12, 13 & 14 AND PART OF LOTS 4, 8 & 11, BLOCK 39 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, AND ALL OF LOTS 16 & 17, BLOCK 38 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, IN CITY BLOCKS 1003 & 1004, THE CITY OF ST. LOUIS, STATE OF MISSOURI as recorded in Plat Book 05112009, at Page 0214."
Commonly known as (address): 2927 Thomas

Legal description: "All of Lot 15 of the RESUBDIVISION PLAT OF ALL OF LOTS 16, 17 AND 25, PART OF LOTS 10, 18 & 24 OF FLORENCE ADDITION RECORDED IN BOOK "G", AT PAGE 33, PART OF LOT 3, A.R. EASTON SUBDIVISION RECORDED IN PLAT BOOK 3, AT PAGE 13, PART OF BLOCK 1 OF NORTH STODDARD ADDITION RECORDED IN BOOK "E", AT PAGE 29, ALL OF LOTS 5, 7, 12, 13 & 14 AND PART OF LOTS 4, 8 & 11, BLOCK 39 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, AND ALL OF LOTS 16 & 17, BLOCK 38 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, IN CITY BLOCKS 1003 & 1004, THE CITY OF ST. LOUIS, STATE OF MISSOURI as recorded in Plat Book 05112009, at Page 0214."
Commonly known as (address): 2917 Thomas

Legal description: "All of Lot 16 of the RESUBDIVISION PLAT OF ALL OF LOTS 16, 17 AND 25, PART OF LOTS 10, 18 &

24 OF FLORENCE ADDITION RECORDED IN BOOK "G", AT PAGE 33, PART OF LOT 3, A.R. EASTON SUBDIVISION RECORDED IN PLAT BOOK 3, AT PAGE 13, PART OF BLOCK 1 OF NORTH STODDARD ADDITION RECORDED IN BOOK "E", AT PAGE 29, ALL OF LOTS 5, 7, 12, 13 & 14 AND PART OF LOTS 4, 8 & 11, BLOCK 39 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, AND ALL OF LOTS 16 & 17, BLOCK 38 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, IN CITY BLOCKS 1003 & 1004, THE CITY OF ST. LOUIS, STATE OF MISSOURI as recorded in Plat Book 05112009, at Page 0214."
Commonly known as (address): 2909 Thomas

LOT 23

ALL OF LOT 23, BLOCK 40, OF THE RE-SUBDIVISION OF LOTS 36 THROUGH 44 IN SAID BLOCK 40 OF STODDARD'S ADDITION (RECORDED IN PLAT BOOK 3, AT PAGE 19) PER THE RECORDED PLAT THEREOF IN PLAT BOOK 07012009, AT PAGE 116, CITY OF ST. LOUIS, STATE OF MISSOURI, CONTAINING 4448.0 SQUARE FEET, MORE OR LESS.

LOT 24

ALL OF LOT 24, BLOCK 40, OF THE RE-SUBDIVISION OF LOTS 36 THROUGH 44 IN SAID BLOCK 40 OF STODDARD'S ADDITION (RECORDED IN PLAT BOOK 3, AT PAGE 19) PER THE RECORDED PLAT THEREOF IN PLAT BOOK 07012009, AT PAGE 116, CITY OF ST. LOUIS, STATE OF MISSOURI, CONTAINING 4448.2 SQUARE FEET, MORE OR LESS.

LOT 25

ALL OF LOT 25, BLOCK 40, OF THE RE-SUBDIVISION OF LOTS 36 THROUGH 44 IN SAID BLOCK 40 OF STODDARD'S ADDITION (RECORDED IN PLAT BOOK 3, AT PAGE 19) PER THE RECORDED PLAT THEREOF IN PLAT BOOK 07012009, AT PAGE 116, CITY OF ST. LOUIS, STATE OF MISSOURI, CONTAINING 4447.3 SQUARE FEET, MORE OR LESS.

LOT 26

ALL OF LOT 26, BLOCK 40, OF THE RE-SUBDIVISION OF LOTS 36 THROUGH 44 IN SAID BLOCK 40 OF STODDARD'S ADDITION (RECORDED IN PLAT BOOK 3, AT PAGE 19) PER THE RECORDED PLAT THEREOF IN PLAT BOOK 07012009, AT PAGE 116, CITY OF ST. LOUIS, STATE OF MISSOURI, CONTAINING 4447.3 SQUARE FEET, MORE OR LESS.

LOT 27

ALL OF LOT 27, BLOCK 40, OF THE RE-SUBDIVISION OF LOTS 36 THROUGH 44 IN SAID BLOCK 40 OF STODDARD'S ADDITION (RECORDED IN PLAT BOOK 3, AT PAGE 19) PER THE RECORDED PLAT THEREOF IN PLAT BOOK 07012009, AT PAGE 116, CITY OF ST. LOUIS, STATE OF MISSOURI, CONTAINING 4446.6 SQUARE FEET, MORE OR LESS.

LOT 28

ALL OF LOT 28, BLOCK 40, OF THE RE-SUBDIVISION OF LOTS 36 THROUGH 44 IN SAID BLOCK 40 OF STODDARD'S ADDITION (RECORDED IN PLAT BOOK 3, AT PAGE 19) PER THE RECORDED PLAT THEREOF IN PLAT BOOK 07012009, AT PAGE 116, CITY OF ST. LOUIS, STATE OF MISSOURI, CONTAINING 4447.5 SQUARE FEET, MORE OR LESS.

ATTACHMENT "B"
Form: 09/01/09

BLIGHTING STUDY AND REDEVELOPMENT PLAN
FOR THE
SHERIDAN AVE./GARRISON AVE./THOMAS ST. REDEVELOPMENT AREA
PROJECT # 1451
September 22, 2009
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY

OF THE CITY OF ST. LOUIS

MAYOR
FRANCIS G. SLAY

BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR SHERIDAN AVE./GARRISON AVE./THOMAS ST. REDEVELOPMENT AREA

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A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The Sheridan Ave./Garrison Ave./Thomas St. Redevelopment Area ("Area") encompasses approximately 2.6 acres in the JeffVanderLou neighborhood of the City of St. Louis ("City") and is located in an area generally bounded by Sheridan Ave. to the north, Webster Ave. to the west, James Cool Papa Bell Ave. to the south, and Glasgow Ave. to the east.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises portions of City Blocks 1003, 1004, 1005, and 1030 and includes the following addresses: 2904, 2922-2936, 3018-3028 Sheridan Ave. & 2910-2934, 2839, 2901-2909, 2917-2933, and 3013-3017 Thomas St.. The Area is in fair to poor condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" (“Project Area Plan-Existing Uses and Conditions”). As of January 1, 2007, the Area was in poor condition, as enumerated in Exhibit “F” “Blighting Report”.

Unemployment figures, computed by the Missouri Economic Research and Information Center, Missouri Department of Economic Development, indicate a 11.2% unemployment rate for the City for the month of July, 2009. It is estimated that this rate is applicable to 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 ten unoccupied residential buildings and fourteen vacant lots.

The land uses within the Area, 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 used primarily for residential purposes.

Residential density for the surrounding neighborhoods is approximately 8.1 persons per acre.

5. CURRENT ZONING

The Area is currently zoned "C" Multiple Family Residential District pursuant to the Zoning Code of the City, which is incorporated in this Blighting Study and Redevelopment Plan (“Plan”) by reference.

6. FINDING OF BLIGHT

None of property within the Area is occupied. As of January 1, 2009, the Area was in the conditions described in Exhibit “F”. The existence of deteriorated property constituted an economic or social liability to the City and presented a hazard to the health and well-being of its citizens. The preponderance of properties in the Area had been determined to be blighted within the meaning of Section 99.300-99.715 et seq. RSMo, as amended (the “Land Clearance for Redevelopment Authority Law”) as evidenced by the Blighting Report attached hereto, labeled Exhibit “F” and incorporated herein by this reference.

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

The primary objective of this Plan is to facilitate the redevelopment 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 zones designated "C" Multiple Family Residential District by the City of St. Louis Zoning Code. Redeveloper(s) authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to redevelop property in the Area (hereafter referred to as "Redeveloper(s)") shall be permitted to use the property within the Area for only the above proposed uses.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The General Plan of the City which includes the “Strategic Land Use Plan” (as amended 2009) designates it as a Neighborhood Preservation Area (NPA).

3. PROPOSED ZONING

The zoning for the Area may remain "C" Multiple 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 which includes the "Strategic Land Use Plan” (as amended 2009). Any specific proposal to the LCRA for redevelopment 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 THE AREA

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

6. CIRCULATION

The Project Area Plan-Proposed Land Uses 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 City 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.

The Redeveloper(s) shall redevelop the Area in accordance with this Plan and the Redevelopment Agreement (if any) (“Agreement”), and shall maintain all structures, equipment, paved areas, and landscaped areas

controlled by the Redeveloper(s) 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 in the Area shall be redeveloped such that it is an attractive residential asset to the surrounding neighborhood.

b. Urban Design Regulations

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

2.) **New construction** or alterations shall be positioned on the lot so that any existing recurrent building masses and spaces along the street are continued as well as the pattern of setback from the street.

3.) **New Exterior Materials** on facades of structures in the Area visible from the street(s) shall be compatible in type and texture with the dominant materials of adjacent buildings. Artificial masonry such as "Permastone" is not permitted. A submission of all building materials shall be required prior to building permit approval.

4.) **Architectural Details** on existing structures in the Area shall be maintained in a similar size, detail and material. Where they are badly deteriorated, similar details salvaged from other buildings may be substituted. Both new and replacement window and doorframes shall be limited to wood or color finished aluminum on the street facing facades, including basement windows. Raw or unfinished aluminum and glass block are not acceptable. Awnings of canvas only are acceptable.

5.) **Roof Shapes** that are employed in a predominance of existing buildings in a block shall set the standard of compatibility for any proposed new construction or alteration.

6.) **Roof Materials** shall be slate, tile, copper or asphalt shingles where the roof is visible from the street. Brightly colored asphalt shingles are not appropriate.

c. Landscaping

The Area 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 in the Area 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 ½) feet high on planting and maintained at three and one-half (3 ½) 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 recommendation 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 redevelopment. 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, general welfare, efficiency and economy of the City.

C. PROPOSED SCHEDULE OF DEVELOPMENT

It is estimated that the implementation of this Plan will take place in a single phase initiated within approximately one (1) year of approval of this Plan by City ordinance and completed within approximately two (2) years of approval of this Plan by City 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 redevelopment 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.

All costs associated with the redevelopment of the Area will be borne by the Redeveloper(s).

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(s).

2. PROPERTY ACQUISITION

The Project Area Plan-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 Redeveloper(s) who shall agree to redevelop such property in accordance with this Plan and the Agreement between such Redeveloper(s) and the LCRA. Any property acquired by the LCRA and sold to Redeveloper(s) will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, RSMo. as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

None of the property within the Area is currently occupied. If it should become occupied, all eligible occupants displaced as a result of the implementation of this 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 the cooperation of the City to enable the project to be carried out in a timely manner and in accordance with this Plan.

F. TAX ABATEMENT

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

In lieu of the ten (10) year abatement outlined above, any Redeveloper(s) which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include taxes collected for any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions 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 a period of 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 two (2) years prior to the calendar year during which such urban redevelopment 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 two years prior to the calendar year during which such urban redevelopment corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for such period of up to the ten (10) years make a payment in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the improvements located on the property during the calendar year two (2) years prior to the calendar year during which such corporation shall have acquired title to such property. If such property shall be tax-exempt because it is owned by the LCRA and leased to any such urban redevelopment corporation, then such corporation for a period of up to the first ten (10) years of the lease shall make payment 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 two (2) years prior to the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the real 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 urban redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any Agreement with the LCRA. In no event shall such benefits extend beyond ten (10) years after any urban redevelopment corporation shall have acquired title to the property.

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

A Redeveloper(s) 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, rental or occupancy of any property, or any improvements erected or to be erected in the Area, or any part thereof.

2. CONSTRUCTION AND OPERATIONS

A Redeveloper (s) 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 (s) 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 Minimum 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 an Agreement between the LCRA and a Redeveloper (s), 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 (s), 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 PDA.

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 City ordinance, and for additional ten (10) year periods unless before the commencement of any such ten (10) year period the St. Louis Board of Aldermen shall terminate this Plan at 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 SHERIDAN AVE./GARRISON AVE./THOMAS ST. AREA
LEGAL DESCRIPTION

Legal description: "All of Lot 1 of the RESUBDIVISION PLAT OF ALL OF LOT 9, AND PART LOTS 8 AND 10 IN BLOCK 1 OF WM. GLASGOW JR'S. SECOND ADDITION AS RECORDED IN PLAT BOOK E, AT PAGE 35, CITY BLOCK 1030, CITY OF ST. LOUIS, MISSOURI, AND ALL OF LOTS 6 AND 7, AND PART LOTS 5 AND 8 IN BLOCK 65 OF STODDARD ADDITION AS RECORDED IN PLAT BOOK 3, AT PAGE 19, CITY BLOCK 1030, CITY OF ST. LOUIS, MISSOURI as recorded in Plat Book 03242009, at Page 0259."
Commonly known as (address): 3026 Sheridan

Legal **description:** "All of Lot 2 of the RESUBDIVISION PLAT OF ALL OF LOT 9, AND PART LOTS 8 AND 10 IN BLOCK 1 OF WM. GLASGOW JR'S. SECOND ADDITION AS RECORDED IN PLAT BOOK E, AT PAGE 35, CITY BLOCK 1030, CITY OF ST. LOUIS, MISSOURI, AND ALL OF LOTS 6 AND 7, AND PART LOTS 5 AND 8 IN BLOCK 65 OF STODDARD ADDITION AS RECORDED IN PLAT BOOK 3, AT PAGE 19, CITY BLOCK 1030, CITY OF ST. LOUIS, MISSOURI as recorded in Plat Book 03242009, at Page 0259."
Commonly known as (address): 3022 Sheridan

Legal description: "All of Lot 3 of the RESUBDIVISION PLAT OF ALL OF LOT 9, AND PART LOTS 8 AND 10 IN BLOCK 1 OF WM. GLASGOW JR'S. SECOND ADDITION AS RECORDED IN PLAT BOOK E, AT PAGE 35, CITY BLOCK 1030, CITY OF ST. LOUIS, MISSOURI, AND ALL OF LOTS 6 AND 7, AND PART LOTS 5 AND 8 IN BLOCK 65 OF STODDARD ADDITION AS RECORDED IN PLAT BOOK 3, AT PAGE 19, CITY BLOCK 1030, CITY OF ST. LOUIS, MISSOURI as recorded in Plat Book 03242009, at Page 0259."
Commonly known as (address): 3018 Sheridan

Legal description: "All of Lot 4 of the RESUBDIVISION PLAT OF ALL OF LOT 9, AND PART LOTS 8 AND 10 IN BLOCK 1 OF WM. GLASGOW JR'S. SECOND ADDITION AS RECORDED IN PLAT BOOK E, AT PAGE 35, CITY BLOCK 1030, CITY OF ST. LOUIS, MISSOURI, AND ALL OF LOTS 6 AND 7, AND PART LOTS 5 AND 8 IN BLOCK 65 OF STODDARD ADDITION AS RECORDED IN PLAT BOOK 3, AT PAGE 19, CITY BLOCK 1030, CITY OF ST. LOUIS, MISSOURI as recorded in Plat Book 03242009, at Page 0259."
Commonly known as (address): 3017 Thomas

Legal description: "All of Lot 5 of the RESUBDIVISION PLAT OF ALL OF LOT 9, AND PART LOTS 8 AND 10 IN BLOCK 1 OF WM. GLASGOW JR'S. SECOND ADDITION AS RECORDED IN PLAT BOOK E, AT PAGE 35, CITY BLOCK 1030, CITY OF ST. LOUIS, MISSOURI, AND ALL OF LOTS 6 AND 7, AND PART LOTS 5 AND 8 IN BLOCK 65 OF STODDARD ADDITION AS RECORDED IN PLAT BOOK 3, AT PAGE 19, CITY BLOCK 1030, CITY OF ST. LOUIS, MISSOURI as recorded in Plat Book 03242009, at Page 0259."
Commonly known as (address): 3013 Thomas

Legal description: "All of Lot 13 of the RE-SUBDIVISION PLAT OF ALL OF LOT 9 AND PART OF LOTS 8 & 10, BLOCK 4 OF FLORENCE ADDITION RECORDED IN BOOK "G", AT PAGE 33, AND ALL OF LOTS 1, 2, 3, 9 AND 10, AND PART OF LOTS 4, 8 AND 11, BLOCK 39 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, ALL IN CITY BLOCK 1004, THE CITY OF ST. LOUIS, STATE OF MISSOURI as recorded in Plat Book 03302009, at Page 0287".
Commonly known as (address): 2921 Thomas

Legal description: "All of Lot 14 of the RE-SUBDIVISION PLAT OF ALL OF LOT 9 AND PART OF LOTS 8 & 10, BLOCK 4 OF FLORENCE ADDITION RECORDED IN BOOK "G", AT PAGE 33, AND ALL OF LOTS 1, 2, 3, 9 AND 10, AND PART OF LOTS 4, 8 AND 11, BLOCK 39 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, ALL IN CITY BLOCK 1004, THE CITY OF ST. LOUIS, STATE OF MISSOURI as recorded in Plat Book 03302009, at Page 0287".
Commonly known as (address): 2919 Thomas

Legal description: "All of Lot 17 of the RE-SUBDIVISION PLAT OF ALL OF LOT 9 AND PART OF LOTS 8 & 10, BLOCK 4 OF FLORENCE ADDITION RECORDED IN BOOK "G", AT PAGE 33, AND ALL OF LOTS 1, 2, 3, 9 AND 10, AND PART OF LOTS 4, 8 AND 11, BLOCK 39 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, ALL IN CITY BLOCK 1004, THE CITY OF ST. LOUIS, STATE OF MISSOURI as recorded in Plat Book 03302009, at Page 0287".
Commonly known as (address): 2905 Thomas

Legal description: "All of Lot 18 of the RE-SUBDIVISION PLAT OF ALL OF LOT 9 AND PART OF LOTS 8 & 10, BLOCK

4 OF FLORENCE ADDITION RECORDED IN BOOK "G", AT PAGE 33, AND ALL OF LOTS 1, 2, 3, 9 AND 10, AND PART OF LOTS 4, 8 AND 11, BLOCK 39 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, ALL IN CITY BLOCK 1004, THE CITY OF ST. LOUIS, STATE OF MISSOURI as recorded in Plat Book 03302009, Page 0287".
Commonly known as (address): 2901 Thomas

Legal description: "All of Lot 19 of the RESUBDIVISION PLAT OF ALL OF LOTS 16, 17 AND 25, PART OF LOTS 10, 18 & 24 OF FLORENCE ADDITION RECORDED IN BOOK "G", AT PAGE 33, PART OF LOT 3, A.R. EASTON SUBDIVISION RECORDED IN PLAT BOOK 3, AT PAGE 13, PART OF BLOCK 1 OF NORTH STODDARD ADDITION RECORDED IN BOOK "E", AT PAGE 29, ALL OF LOTS 5, 7, 12, 13 & 14 AND PART OF LOTS 4, 8 & 11, BLOCK 39 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, AND ALL OF LOTS 16 & 17, BLOCK 38 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, IN CITY BLOCKS 1003 & 1004, THE CITY OF ST. LOUIS, STATE OF MISSOURI as recorded in Plat Book 05112009, at Page 0214."
Commonly known as (address): 2839 Thomas

Legal description: "All of Lot 7 of the RESUBDIVISION PLAT OF ALL OF LOTS 16, 17 AND 25, PART OF LOTS 10, 18 & 24 OF FLORENCE ADDITION RECORDED IN BOOK "G", AT PAGE 33, PART OF LOT 3, A.R. EASTON SUBDIVISION RECORDED IN PLAT BOOK 3, AT PAGE 13, PART OF BLOCK 1 OF NORTH STODDARD ADDITION RECORDED IN BOOK "E", AT PAGE 29, ALL OF LOTS 5, 7, 12, 13 & 14 AND PART OF LOTS 4, 8 & 11, BLOCK 39 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, AND ALL OF LOTS 16 & 17, BLOCK 38 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, IN CITY BLOCKS 1003 & 1004, THE CITY OF ST. LOUIS, STATE OF MISSOURI as recorded in Plat Book 05112009, at Page 0214."
Commonly known as (address): 2936 Sheridan

Legal description: "All of Lot 8 of the RESUBDIVISION PLAT OF ALL OF LOTS 16, 17 AND 25, PART OF LOTS 10, 18 & 24 OF FLORENCE ADDITION RECORDED IN BOOK "G", AT PAGE 33, PART OF LOT 3, A.R. EASTON SUBDIVISION RECORDED IN PLAT BOOK 3, AT PAGE 13, PART OF BLOCK 1 OF NORTH STODDARD ADDITION RECORDED IN BOOK "E", AT PAGE 29, ALL OF LOTS 5, 7, 12, 13 & 14 AND PART OF LOTS 4, 8 & 11, BLOCK 39 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, AND ALL OF LOTS 16 & 17, BLOCK 38 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, IN CITY BLOCKS 1003 & 1004, THE CITY OF ST. LOUIS, STATE OF MISSOURI as recorded in Plat Book 05112009, at Page 0214."
Commonly known as (address): 2930 Sheridan

Legal description: "All of Lot 9 of the RESUBDIVISION PLAT OF ALL OF LOTS 16, 17 AND 25, PART OF LOTS 10, 18 & 24 OF FLORENCE ADDITION RECORDED IN BOOK "G", AT PAGE 33, PART OF LOT 3, A.R. EASTON SUBDIVISION RECORDED IN PLAT BOOK 3, AT PAGE 13, PART OF BLOCK 1 OF NORTH STODDARD ADDITION RECORDED IN BOOK "E", AT PAGE 29, ALL OF LOTS 5, 7, 12, 13 & 14 AND PART OF LOTS 4, 8 & 11, BLOCK 39 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, AND ALL OF LOTS 16 & 17, BLOCK 38 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, IN CITY BLOCKS 1003 & 1004, THE CITY OF ST. LOUIS, STATE OF MISSOURI as recorded in Plat Book 05112009, at Page 0214."
Commonly known as (address): 2922 Sheridan

Legal description: "All of Lot 10 of the RESUBDIVISION PLAT OF ALL OF LOTS 16, 17 AND 25, PART OF LOTS 10, 18 & 24 OF FLORENCE ADDITION RECORDED IN BOOK "G", AT PAGE 33, PART OF LOT 3, A.R. EASTON SUBDIVISION RECORDED IN PLAT BOOK 3, AT PAGE 13, PART OF BLOCK 1 OF NORTH STODDARD ADDITION RECORDED IN BOOK "E", AT PAGE 29, ALL OF LOTS 5, 7, 12, 13 & 14 AND PART OF LOTS 4, 8 & 11, BLOCK 39 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, AND ALL OF LOTS 16 & 17, BLOCK 38 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, IN CITY BLOCKS 1003 & 1004, THE CITY OF ST. LOUIS, STATE OF MISSOURI as recorded in Plat Book 05112009, at Page 0214."
Commonly known as (address): 2904 Sheridan

Legal description: "All of Lot 11 of the RESUBDIVISION PLAT OF ALL OF LOTS 16, 17 AND 25, PART OF LOTS 10, 18 & 24 OF FLORENCE ADDITION RECORDED IN BOOK "G", AT PAGE 33, PART OF LOT 3, A.R. EASTON SUBDIVISION RECORDED IN PLAT BOOK 3, AT PAGE 13, PART OF BLOCK 1 OF NORTH STODDARD ADDITION RECORDED IN BOOK "E", AT PAGE 29, ALL OF LOTS 5, 7, 12, 13 & 14 AND PART OF LOTS 4, 8 & 11, BLOCK 39 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, AND ALL OF LOTS 16 & 17, BLOCK 38 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, IN CITY BLOCKS 1003 & 1004, THE CITY OF ST. LOUIS, STATE OF MISSOURI as recorded in Plat Book 05112009, at Page 0214."
Commonly known as (address): 2933 Thomas

Legal description: "All of Lot 12 of the RESUBDIVISION PLAT OF ALL OF LOTS 16, 17 AND 25, PART OF LOTS 10, 18 & 24 OF FLORENCE ADDITION RECORDED IN BOOK "G", AT PAGE 33, PART OF LOT 3, A.R. EASTON SUBDIVISION RECORDED IN PLAT BOOK 3, AT PAGE 13, PART OF BLOCK 1 OF NORTH STODDARD ADDITION RECORDED IN BOOK "E", AT PAGE 29, ALL OF LOTS 5, 7, 12, 13 & 14 AND PART OF LOTS 4, 8 & 11, BLOCK 39 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, AND ALL OF LOTS 16 & 17, BLOCK 38 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, IN CITY BLOCKS 1003 & 1004, THE CITY OF ST. LOUIS, STATE OF MISSOURI as recorded in Plat Book 05112009, at Page 0214."
Commonly known as (address): 2927 Thomas

Legal description: "All of Lot 15 of the RESUBDIVISION PLAT OF ALL OF LOTS 16, 17 AND 25, PART OF LOTS 10, 18 & 24 OF FLORENCE ADDITION RECORDED IN BOOK "G", AT PAGE 33, PART OF LOT 3, A.R. EASTON SUBDIVISION RECORDED IN PLAT BOOK 3, AT PAGE 13, PART OF BLOCK 1 OF NORTH STODDARD ADDITION RECORDED IN BOOK "E", AT PAGE 29, ALL OF LOTS 5, 7, 12, 13 & 14 AND PART OF LOTS 4, 8 & 11, BLOCK 39 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, AND ALL OF LOTS 16 & 17, BLOCK 38 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, IN CITY BLOCKS 1003 & 1004, THE CITY OF ST. LOUIS, STATE OF MISSOURI as recorded in Plat Book 05112009, at Page 0214."
Commonly known as (address): 2917 Thomas

Legal description: "All of Lot 16 of the RESUBDIVISION PLAT OF ALL OF LOTS 16, 17 AND 25, PART OF LOTS 10, 18 & 24 OF FLORENCE ADDITION RECORDED IN BOOK "G", AT PAGE 33, PART OF LOT 3, A.R. EASTON SUBDIVISION RECORDED IN PLAT BOOK 3, AT PAGE 13, PART OF BLOCK 1 OF NORTH STODDARD ADDITION RECORDED IN BOOK "E", AT PAGE 29, ALL OF LOTS 5, 7, 12, 13 & 14 AND PART OF LOTS 4, 8 & 11, BLOCK 39 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, AND ALL OF LOTS 16 & 17, BLOCK 38 OF STODDARD'S ADDITION RECORDED IN PLAT BOOK 3, AT PAGE 19, IN CITY BLOCKS 1003 & 1004, THE CITY OF ST. LOUIS, STATE OF MISSOURI as recorded in Plat Book 05112009, at Page 0214."
Commonly known as (address): 2909 Thomas

LOT 23

ALL OF LOT 23, BLOCK 40, OF THE RE-SUBDIVISION OF LOTS 36 THROUGH 44 IN SAID BLOCK 40 OF STODDARD'S ADDITION (RECORDED IN PLAT BOOK 3, AT PAGE 19) PER THE RECORDED PLAT THEREOF IN PLAT BOOK 07012009, AT PAGE 116, CITY OF ST. LOUIS, STATE OF MISSOURI, CONTAINING 4448.0 SQUARE FEET, MORE OR LESS.

LOT 24

ALL OF LOT 24, BLOCK 40, OF THE RE-SUBDIVISION OF LOTS 36 THROUGH 44 IN SAID BLOCK 40 OF STODDARD'S ADDITION (RECORDED IN PLAT BOOK 3, AT PAGE 19) PER THE RECORDED PLAT THEREOF IN PLAT BOOK 07012009, AT PAGE 116, CITY OF ST. LOUIS, STATE OF MISSOURI, CONTAINING 4448.2 SQUARE FEET, MORE OR LESS.

LOT 25

ALL OF LOT 25, BLOCK 40, OF THE RE-SUBDIVISION OF LOTS 36 THROUGH 44 IN SAID BLOCK 40 OF STODDARD'S ADDITION (RECORDED IN PLAT BOOK 3, AT PAGE 19) PER THE RECORDED PLAT THEREOF IN PLAT BOOK 07012009, AT PAGE 116, CITY OF ST. LOUIS, STATE OF MISSOURI, CONTAINING 4447.3 SQUARE FEET, MORE OR LESS.

LOT 26

ALL OF LOT 26, BLOCK 40, OF THE RE-SUBDIVISION OF LOTS 36 THROUGH 44 IN SAID BLOCK 40 OF STODDARD'S ADDITION (RECORDED IN PLAT BOOK 3, AT PAGE 19) PER THE RECORDED PLAT THEREOF IN PLAT BOOK 07012009, AT PAGE 116, CITY OF ST. LOUIS, STATE OF MISSOURI, CONTAINING 4447.3 SQUARE FEET, MORE OR LESS.

LOT 27

ALL OF LOT 27, BLOCK 40, OF THE RE-SUBDIVISION OF LOTS 36 THROUGH 44 IN SAID BLOCK 40 OF STODDARD'S ADDITION (RECORDED IN PLAT BOOK 3, AT PAGE 19) PER THE RECORDED PLAT THEREOF IN PLAT BOOK 07012009, AT PAGE 116, CITY OF ST. LOUIS, STATE OF MISSOURI, CONTAINING 4446.6 SQUARE FEET, MORE OR LESS.

LOT 28

ALL OF LOT 28, BLOCK 40, OF THE RE-SUBDIVISION OF LOTS 36 THROUGH 44 IN SAID BLOCK 40 OF STODDARD'S ADDITION (RECORDED IN PLAT BOOK 3, AT PAGE 19) PER THE RECORDED PLAT THEREOF IN PLAT BOOK 07012009, AT PAGE 116, CITY OF ST. LOUIS, STATE OF MISSOURI, CONTAINING 4447.5 SQUARE FEET, MORE OR LESS.

See attached Exhibits B, C & D

EXHIBIT "E"
FORM: 02/08/08

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper(s) (which term shall include Redeveloper(s), any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper(s) 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(s) and its contractors 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(s) shall fully comply with Executive Order #28 dated July 24, 1997, as has been extended, relating to minority and women-owned business participation in City contracts.

The Redeveloper(s) 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(s), its successors or assigns upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected in the Area or any part thereof, and those covenants shall run with the land and shall be enforceable by the LCRA, the City, and the United States of America, as their interests may appear in the project.

Redeveloper(s) shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance #60275 (First Source Jobs Policy) which is codified at Chapter 3.90 of the Revised Ordinances of the City of St. Louis.

EXHIBIT "F"

Blighting Report for the Sheridan Ave./Garrison Ave./Thomas St.
Redevelopment Area

As of January 1, 2009, as outlined below, the Area suffered from a multitude of physical and economic deficiencies including defective and inadequate streets, insanitary or unsafe conditions, deterioration or inadequate site improvements, improper subdivision or absolute platting and conditions which endanger life or property by fire or other curses.

As a result of these factors the preponderance of the property in the Area was an economic liability for the City, its residents and the taxing districts that depend upon it as a revenue source, as well as a sound, health safety liability. It, therefore, qualified as a "blighted area" as such time is defined in Section 99.320(3) of the Missouri Revised Statute (2000) as amended.

Subject Property is: _____X_____ vacant land _____ unoccupied/occupied residential
_____ unoccupied commercial

Subject Property is: _____ secured _____X_____ unsecured

The subject property _____ has _____X_____ has not a predominance of defective or inadequate streets
If answer is yes, explain: _____

The subject property _____X_____ has _____ has not insanitary or unsafe conditions
If answer is yes, explain: The area consists of vacant lots. Many of the vacant lots are overgrown, strewn with weeds, concrete, and other debris, and have also been subject to illegal dumping.

The subject property _____ has _____X_____ has not deterioration of site conditions
If answer is yes, explain: _____

The subject property _____X_____ has _____ has not improper subdivision or obsolete platting
If answer is yes, explain: Many of the lots are too narrow to accommodate new construction, and so must be re-platted for new construction to occur.

The subject property _____ has _____X_____ has not conditions which endanger life or property by fire or other cause. If answer is yes, explain: _____

The subject property _____X_____ does _____ does not retard the provision of housing accommodations
If answer is yes, explain: Many of the lots would have to be re-platted in order to accommodate housing.

The subject property _____X_____ does _____ does not constitute an economic liability
If answer is yes, explain: The vacant lots represent large gaps in the residential neighborhood. They would be more economically viable if they were used for new construction.

The subject property _____X_____ does _____ does not constitute a social liability
If answer is yes, explain: The vacant lots are subject to loitering and drug activity.

The subject property _____X_____ is _____ is not a menace to the public health, safety, morals or welfare in its present condition and use. If answer is yes, explain: The vacant lots are subject to loitering and drug activity.

The subject property _____ is _____X_____ is not detrimental because of dilapidation, deterioration, age or obsolescence. If answer is yes, explain: _____

The subject property _____ is _____X_____ is not detrimental because of lack of air sanitation or open space. If answer is yes, explain: _____

The subject property _____ is _____X_____ is not detrimental because of high density of population.
If answer is yes, explain: _____

The subject property _____ is _____X_____ is not detrimental because of overcrowding of buildings, overcrowding of land. If answer is yes, explain: _____

The subject property _____X_____ has _____ has not a combination of factors that are conducive to ill health, transmission of disease, infant mortality, and juvenile delinquency If answer is yes, explain: The vacant lots are overgrown and strewn with weeds and other debris. Consequently, the area is subject to rat infestation.

Approved: November 19, 2009

ORDINANCE NO. 68520 – EXHIBITS B, C & D

Exhibit B
Project Area Plan
Sheridan Ave./Garrison Ave./Thomas St.
Existing Uses and Conditions
Unoccupied Residential, Fair to Poor Condition
Project Area Boundary
Buildings
City Block Number
0 50 100 Feet

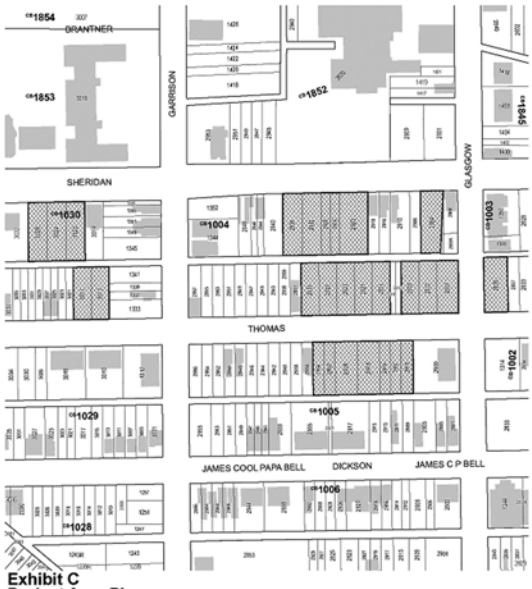

Exhibit C
Project Area Plan
Sheridan Ave./Garrison Ave./Thomas St.
Proposed Land Uses
Residential Uses
Project Area Boundary
Buildings
City Block Number
0 50 100 Feet

Exhibit D
Project Area Plan
Sheridan Ave./Garrison Ave./Thomas St.
Acquisition Map
Project Area Boundary
Buildings
City Block Number
0 50 100 Feet

ORDINANCE #68521
Board Bill No. 204

An ordinance approving a blighting study and redevelopment plan dated September 22, 2009 for the 2201 Sidney St. Redevelopment Area (as further defined herein, the "Plan") after finding that said Redevelopment Area ("Area") is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 RSMo inclusive, as amended); containing a description of the boundaries of the Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Attachment "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 attached hereto and incorporated herein as Attachment "B", pursuant to Section 99.430 RSMo, as amended; finding that there is a feasible financial plan for the redevelopment of the Area which affords maximum opportunity for redevelopment of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA"), a public body corporate and politic created under Missouri law, through the exercise of eminent domain; finding that none of the property within the Area is occupied, but if it should become occupied the Redeveloper(s) (as defined herein) shall be responsible for providing relocation assistance pursuant to the Plan to 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 a five (5) year real estate tax abatement; and pledging cooperation of this St. Louis Board of Aldermen ("Board") and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan; and containing a severability clause.

WHEREAS, the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, inadequate or outmoded design and conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes 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 and 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, this Board has considered the "Blighting Study and Redevelopment Plan for the 2201 Sidney St. Redevelopment Area" dated September 22, 2009, consisting of a Title Page; a Table of Contents Page, sixteen (16) numbered pages including Exhibits "A" – "F" attached hereto and incorporated herein as Attachment "B" ("Plan"); and based on the information in the Plan, specifically the Blighting Report in Exhibit "F" to the Plan, considered each parcel of property in the Area and found the preponderance of the Area to be blighted, and

WHEREAS, there is a need for the LCRA to undertake the redevelopment of the Area as a land clearance project under the Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4) RSMo, as amended; and

WHEREAS, the LCRA has, after considering each individual parcel of property in the Area and finding the Area to be blighted, approved the Plan and recommended approval of the Plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this Board; and

WHEREAS, it is desirable and in the public interest that a public body, the LCRA, undertake and administer the Plan; 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 RSMo, as amended, 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 that general plan; and

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

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

WHEREAS, the Plan prescribes 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 RSMo, as amended, this Board placed public notices in a newspaper of general circulation in the City that a public hearing would be held by this Board on the Plan, and a hearing was held at the time and place designated in those notices 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, as amended (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Attachment "A", attached hereto and incorporated herein, known as the 2201 Sidney St. Area ("Area"). The existence of deteriorated property and other conditions constitutes an economic or social 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 99.320(3) RSMo, as amended, and are evidenced by the Blighting Report attached as Exhibit "F" ("Blighting Report") to the Blighting Study and Redevelopment Plan for the Area dated September 22, 2009 which is attached hereto, and labeled Attachment "B" and incorporated herein by reference ("Plan").

SECTION TWO. The redevelopment of the 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 Plan (including the Blighting Report) 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 the Plan with the Minutes of this meeting.

SECTION FIVE. The Plan 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, 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 redevelopments to be sought pursuant to the requirements of the Statute.

SECTION EIGHT. The Plan provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") may acquire no property in the Area by the exercise of eminent domain.

SECTION NINE. None of the property within the Area is currently occupied. If it should become occupied, all eligible occupants displaced by the Redeveloper(s)(as defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper(s) at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

SECTION TEN. The Plan 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(s)") 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(s) 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, Redeveloper(s) 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 (as further defined below, “MBEs”) and Women's Business Enterprises ("as further defined below (“WBEs") will be solicited and fairly considered for contracts, subcontracts and purchase orders;

(c) To be bound by the conditions and procedures regarding the utilization of MBEs and WBEs established by the City;

(d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997, as has been extended.

(e) To comply with applicable requirements of Ordinance No. 60275 of the City (First Source Jobs Policy, as codified at St. Louis City Revised Code Chapter 3.90);

(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 pursuant to the Plan. The Redeveloper(s) will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Assistant Director-Certification and Compliance of the City and the President of this Board; and

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

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by Minority Group Member(s) (as defined below) who have at least fifty-one percent (51%) ownership therein. 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 having 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(s)" as used in this Section shall include heirs, 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 property in the Area, taxes on that property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year two (2) years prior to the calendar year during which the corporation shall have acquired title to that 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 two (2) years prior to the calendar year during which such corporation shall have acquired title to that 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 the 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 two (2) years prior to the calendar year during which such corporation shall lease that 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 the property as provided in this Plan and in any agreement 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 this Board in the same manner as the Plan was first approved. Modifications which will substantially change the Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or to other items which alter the nature or intent of the Plan.

The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City.

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 2201 SIDNEY ST. AREA
LEGAL DESCRIPTION

PARCEL 1

C.B. 1403 SIDNEY
62 FT 6 IN X 158 FT 11 IN
FAIRVIEW ADDN
LOTS 37 38 W-36

PARCEL# **14030003700**

ATTACHMENT "B"
Form: 09/01/09

BLIGHTING STUDY AND REDEVELOPMENT PLAN
FOR THE
2201 SIDNEY ST. REDEVELOPMENT AREA
PROJECT # 1452
September 22, 2009
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS

MAYOR
FRANCIS G. SLAY

BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR
2201 SIDNEY ST. REDEVELOPMENT AREA

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A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 2201 Sidney St. Redevelopment Area ("Area") encompasses approximately .23 acres in the Benton Park neighborhood of the City of St. Louis ("City") and is located on the north side of Sidney St. between McNair Ave. and Gravois Ave.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises a portion of City Block 1403. The Area is in poor condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" ("Project Area Plan-Existing Uses and Conditions") and enumerated in Exhibit "F" "Blighting Report".

Unemployment figures, computed by the Missouri Economic Research and Information Center, Missouri Department of Economic Development, indicate a 11.2% unemployment rate for the City for the month of July, 2009. It is estimated that this rate is applicable to 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 institutional building.

The land uses within the Area, 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 used primarily for residential purposes.

Residential density for the surrounding neighborhoods is approximately 12.98 persons per acre.

5. CURRENT ZONING

The Area is currently zoned "C" Multiple Family Residential District pursuant to the Zoning Code of the City, which is incorporated in this Blighting Study and Redevelopment Plan ("Plan") by reference.

6. FINDING OF BLIGHT

None of the property within the Area is occupied and the Area is in the conditions described in Exhibit "F". The existence of deteriorated property constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. The preponderance of properties in the Area has been determined to be blighted within the meaning of Section 99.300-99.715 et seq. RSMo, as amended (the "Land Clearance for

Redevelopment Authority Law") as evidenced by the Blighting Report attached hereto, labeled Exhibit "F" and incorporated herein by this reference.

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

The primary objective of this Plan is to facilitate the redevelopment 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 zones designated "C" Multiple Family Residential District by the City of St. Louis Zoning Code. Redeveloper(s) authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to redevelop property in the Area (hereafter referred to as "Redeveloper(s)") shall be permitted to use the property within the Area for only the above proposed uses.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The General Plan of the City which includes the "Strategic Land Use Plan" (as amended 2009) designates it as a Neighborhood Preservation Area (NPA).

3. PROPOSED ZONING

The zoning for the Area may remain "C" Multiple 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 which includes the "Strategic Land Use Plan" (as amended 2009). Any specific proposal to the LCRA for redevelopment 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 THE AREA

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

6. CIRCULATION

The Project Area Plan-Proposed Land Uses 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 City 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.

The Redeveloper(s) shall redevelop the Area in accordance with this Plan and the Redevelopment Agreement (if any) ("Agreement"), and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper(s) 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 in the Area shall be redeveloped such that it is an attractive residential asset to the surrounding neighborhood.

b. Urban Design Regulations

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

2.) **New construction** or alterations shall be positioned on the lot so that any existing recurrent building masses and spaces along the street are continued as well as the pattern of setback from the street.

3.) **New Exterior Materials** on facades of structures in the Area visible from the street(s) shall be compatible in type and texture with the dominant materials of adjacent buildings. Artificial masonry such as "Permastone" is not permitted. A submission of all building materials shall be required prior to building permit approval.

4.) **Architectural Details** on existing structures in the Area shall be maintained in a similar size, detail and material. Where they are badly deteriorated, similar details salvaged from other buildings may be substituted. Both new and replacement window and doorframes shall be limited to wood or color finished aluminum on the street facing facades, including basement windows. Raw or unfinished aluminum and glass block are not acceptable. Awnings of canvas only are acceptable.

5.) **Roof Shapes** that are employed in a predominance of existing buildings in a block shall set the standard of compatibility for any proposed new construction or alteration.

6.) **Roof Materials** shall be slate, tile, copper or asphalt shingles where the roof is visible from the street. Brightly colored asphalt shingles are not appropriate.

c. Landscaping

The Area 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 in the Area 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 ½) feet high on planting and maintained at three and one-half (3 ½) 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 recommendation 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 redevelopment. 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, general welfare, efficiency and economy of the City.

C. PROPOSED SCHEDULE OF DEVELOPMENT

It is estimated that the implementation of this Plan will take place in a single phase initiated within approximately one (1) year of approval of this Plan by City ordinance and completed within approximately two (2) years of approval of this Plan by City 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 redevelopment 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.

All costs associated with the redevelopment of the Area will be borne by the Redeveloper(s).

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(s).

2. PROPERTY ACQUISITION

The Project Area Plan-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 Redeveloper(s) who shall agree to redevelop such property in accordance with this Plan and the Agreement between such Redeveloper(s) and the LCRA. Any property acquired by the LCRA and sold to Redeveloper(s) will be sold at not less than its fair

value, taking into account and giving consideration to those factors enumerated in Section 99.450, RSMo. as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

None of the property within the Area is currently occupied. If it should become occupied, all eligible occupants displaced as a result of the implementation of this 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 the cooperation of the City 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 two (2) years prior to 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 two (2) years prior to 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 two (2) years prior to 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

A Redeveloper(s) 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, rental or occupancy of any property, or any improvements erected or to be erected in the Area, or any part thereof.

2. CONSTRUCTION AND OPERATIONS

A Redeveloper (s) 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 (s) 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 Minimum 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 an Agreement between the LCRA and a Redeveloper (s), 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 (s), 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 PDA.

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 City ordinance, and for additional ten (10) year periods unless before the commencement of any such ten (10) year period the St. Louis Board of Aldermen shall terminate this Plan at 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 2201 SIDNEY ST. AREA
LEGAL DESCRIPTION

PARCEL 1

C.B. 1403 SIDNEY
62 FT 6 IN X 158 FT 11 IN
FAIRVIEW ADDN
LOTS 37 38 W-36

PARCEL# **14030003700**

See attached Exhibits B, C & D

EXHIBIT "E"
FORM: 02/08/08

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper(s) (which term shall include Redeveloper(s), any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper(s) 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(s) and its contractors 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(s) shall fully comply with Executive Order #28 dated July 24, 1997, as has been extended, relating to minority and women-owned business participation in City contracts.

The Redeveloper(s) 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(s), its successors or assigns upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected in the Area or any part thereof, and those covenants shall run with the land and shall be enforceable by the LCRA, the City, and the United States of America, as their interests may appear in the project.

Redeveloper(s) shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance #60275 (First Source Jobs Policy) which is codified at Chapter 3.90 of the Revised Ordinances of the City of St. Louis.

EXHIBIT "F"

Blighting Report for the 2201 Sidney St..
Redevelopment Area

As outlined below, the Area suffers from a multitude of physical and economic deficiencies including defective and inadequate streets, insanitary or unsafe conditions, deterioration or inadequate site improvements, improper subdivision or absolute platting and conditions which endanger life or property by fire or other curses.

As a result of these factors the preponderance of the property in the Area is an economic liability for the City, its residents and the taxing districts that depend upon it as a revenue source, as well as a sound, health safety liability. It, therefore, qualifies as a "blighted area" as such time is defined in Section 99.320(3) of the Missouri Revised Statute (2000) as amended.

Subject Property is: _____ vacant land_____X_____ unoccupied institutional
_____ unoccupied/occupied commercial

Subject Property is: _____X_____ secured _____ unsecured

The subject property _____ has _____X_____ has not a predominance of defective or inadequate streets
If answer is yes, explain: _____

The subject property _____X_____ has _____ has not insanitary or unsafe conditions
If answer is yes, explain: The building is vacant and has been for some time. As such, it is subject to rat infestation, illegal dumping, and use by transients.

The subject property _____X_____ has _____ has not deterioration of site conditions
If answer is yes, explain: The building is in need of extensive tuckpointing, windows and all mechanical systems are in need of replacement.

The subject property _____ has _____X_____ has not improper subdivision or absolute platting
If answer is yes, explain: _____

The subject property _____X_____ has _____ has not conditions which endanger life or property by fire or other

cause. If answer is yes, explain: The building is unoccupied, consequently it is subject to illegal dumping and use by transients, which combined make it a significant risk for fire.

The subject property _____ does _____X_____ does not retard the provision of housing accommodations
If answer is yes, explain: _____

The subject property _____X_____ does _____ does not constitute an economic liability
If answer is yes, explain: The building is in the Benton Park neighborhood, which has undergone extensive development over the last decade. The building in its condition constitutes a drag on the property values of surrounding structures.

The subject property _____ does _____X_____ does not constitute a social liability
If answer is yes, explain: _____

The subject property _____X_____ is _____ is not a menace to the public health, safety, morals or welfare in its present condition and use. If answer is yes, explain: The unoccupied building is subject to illegal dumping, rat infestation, and fire.

The subject property _____X_____ is _____ is not detrimental because of dilapidation, deterioration, age or obsolescence. If answer is yes, explain: The building is over a 80 years old. It suffers from significant deferred maintenance. It is in need of extensive tuckpointing, windows and all mechanical systems are in need of replacement.

The subject property _____ is _____X_____ is not detrimental because of lack of air sanitation or open space. If answer is yes, explain: _____

The subject property _____ is _____X_____ is not detrimental because of high density of population.
If answer is yes, explain: _____

The subject property _____ is _____X_____ is not detrimental because of overcrowding of buildings, overcrowding of land. If answer is yes, explain: _____

The subject property _____ has _____X_____ has not a combination of factors that are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and . If answer is yes, explain: The unoccupied building is subject to illegal dumping and rat infestation. It is also subject to use by transients and as an unsafe 'play area' by neighborhood children.

Approved: November 19, 2009

ORDINANCE NO. 68521 – EXHIBITS B, C & D

ORDINANCE #68522
Board Bill No. 221

An Ordinance authorizing and directing the Mayor and the Comptroller of the City of St. Louis to enter into and execute a lease, which is hereto attached and substantially in the same form as Lease Agreement (Exhibit A), of City-owned property located at the basement level of 1520 Market Street for a maximum period of ninety-nine (99) years with the Treasurer of the City of St. Louis; and containing a severability clause.

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

SECTION ONE. The Mayor and the Comptroller of the City of St. Louis are hereby authorized and directed to enter into and execute on behalf of the City the "Lease Agreement," attached and substantially in the same form and incorporated by reference as Exhibit A, between the City and the Treasurer of the City of St. Louis ("Lessee"), for a period not to exceed ninety-nine (99) years.

SECTION TWO. The terms, covenants and conditions set forth in this Ordinance shall be applicable exclusively to the "Lease Agreement" and shall not be applicable to any other existing or future agreements, documents or instruments unless specifically authorized by an ordinance after the effective date of this Ordinance.

SECTION THREE. The Mayor and the Comptroller or their designated representatives, with the advice and concurrence of the City Counselor and after approval by the Board of Estimate and Apportionment, are hereby further authorized and directed to make any changes to t he documents, agreements and instruments approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such changes by the Mayor and the Comptroller or their designated representatives.

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

EXHIBIT A

LEASE AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____, 2009, by and between the City of St. Louis, a municipal corporation, organized and existing under the Constitution and laws of the State of Missouri ("City"), acting by and through its Comptroller pursuant to Article XV, Section 2 of its Charter, and the Treasurer of the City of St. Louis, acting as the Supervisor of Parking under the laws of the State of Missouri ("Treasurer").

WHEREAS, the City has purchased the land and improvements at 1520 Market Street within the City from the United States of America, which building was formerly known as the Abram Building and is presently know as the "1520 Building;"

WHEREAS, the City is renovating the 1520 Building and is relocating its offices from owned and leased and other space to the 1520 Building;

WHEREAS, the City employees relocated will need parking at the 1520 Building;

WHEREAS, the Treasurer desires to develop and operate parking within the 1520 Building for those relocated City employees; and

WHEREAS, the Treasurer or his designee will determine who parks within the Treasurer's developed parking within the 1520 Building.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section One: Premises. City hereby leases to Treasurer and Treasurer hereby leases from City the entire basement parking level of the 1520 Building located at 1520 Market Street in the City, with the exception of a mutually agreed upon area for holding cells and a sallyport.

Section Two: Improvements. Treasurer shall repair and improve the Premises as set forth in Exhibit A entitled "Project Manual – Office of the City Treasurer – L. Douglas Abram Federal Office Building Parking Garage Renovation – OWH Project No. 0870000, by Ottoliuo Winters Huebner dated January 7, 2009." hereto, which is incorporated by reference herein as if fully set out. City shall secure the Premises by way of all doors leading to adjacent floors of the 1520 Building. Additionally, City shall construct and maintain a sallyport and necessary cells for those detained persons attending the City's Municipal Courts.

Section Three: Use. The Premises shall be used for the purpose of a parking garage. For so long as the City houses employees at the 1520 Building, and such employees fully utilized the parking, daytime use of the Premises (6:00 A.M. to 6:00 P.M.) will be limited to parking by employees of the City employed to work in the 1520 Building as determined by the Treasurer or his designee. The Treasurer shall assign specific spaces to City employees parking on a monthly basis. The Treasurer may charge in advance a monthly parking fee to City employees as determined in the sole discretion of the Treasurer. In the event City employees do not fully utilize the parking, the Treasurer may make the unutilized parking available to the general public on terms and conditions determined by the Treasurer. Event parking may be provided upon terms and conditions established by the Treasurer for events held in the Scottrade Center, Kiel Auditorium/Opera House and for other events that the Treasurer desires to provide parking.

Section Four: Terms. The First Term of this Lease Agreement shall be for fifty (50) years beginning on July 1, 2009. There shall be one (1) option to extend the First Term for twenty-five (25) years, as mutually agreed to by the parties, by either party giving ninety (90) day notice prior to the termination of the First Term, which notice may be waived. There shall be a second option to extend the option for twenty-four (24) years, as mutually agreed to by the parties, by either party giving ninety (90) day notice prior to the termination of the option, which notice may be waived.

Section Five: Rent. Rent for the first Term shall consist of two portions, a cash portion and a tenant improvement portion. The cash portion shall be prepaid and shall be in the amount of Five Hundred and Ninety-Nine Thousand Eight Hundred Seventy-Eight Dollars and Fifty-One cents ($599,878.51). The parties acknowledge payment of the cash portion of the rent. The tenant improvement portion of the rent shall be the completion by the Treasurer at it's sole expense of the improvements provided for in Section 2 within one year of the execution of this Lease Agreement. The cost of these improvements is estimated to be at least Seven Hundred and Fifty Thousand Dollars ($750,000.00).

Section Six: Possession. Possession of the Premises shall be on or about July 1, 2009. The Treasurer agrees and covenants to take the Premises in "AS IS" condition. The Treasurer acknowledges that City has made no representations, warranties, or statements regarding the condition of the Premises, any improvements thereon, or suitability of the Premises for the use contemplated by the Treasurer as described above. The Treasurer states that it has inspected the Premises and improvements therein, finds their current condition satisfactory and suitable to its needs, and accepts them under this Lease Agreement in "AS IS" condition.

Section Seven: Repairs. Treasurer shall provide all necessary repairs and renovations to the Premises and any improvements placed thereon. In addition, the Treasurer shall provide all necessary and ongoing repairs, maintenance and janitorial services of any improvements or devices place thereon. Additionally, the Treasurer shall provide the City with reasonable access to the Premises.

Section Eight: Utilities. City shall provide utilities, such as heat, air conditioning, water, gas and electric. All fluorescent and incandescent lamps shall by furnished by Treasurer. The City shall allow the Treasurer to install any reasonable communications systems, revenue control systems and security systems necessary for the conduct of its business.

Section Nine: Notices. All notices to be given shall be in writing, be deposited in the United States Mail, and certified with return receipt requested, postage prepaid.

If to City:	City of St. Louis Asset Manager 1520 Market St. Louis, MO 63102
With a copy to	City Counselor 314 City Hall St. Louis, MO 63102
If to Treasurer	Treasurer's Office 133 South 11th Street, Suite 510 St. Louis, MO 63102 Attn.: Treasurer

With a copy to Polsinelli Shughart PC
100 S. Fourth Street, Suite 1100

St. Louis, MO 63102
Attn: William Kuehling

or to such other addresses as either party may later designate.

Section Ten: Miscellaneous.

10.1: Agency. Both parties agree that no agency nor employment relationship is created by this Lease Agreement.

10.2: Waiver. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provisions of this Lease Agreement. Any waiver by Lender must be in writing and will not be construed as a continuing waiver. No waiver will be implied from any delay or failure to take action on account of any default of Developer.

10.3: Counterparts. This Lease Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Lease Agreement.

10.4: Brokerage. The parties warrant that they have dealt with no broker or other person claiming a commission in connection wit this transaction; and each party shall hold the other party harmless for any breach of such warranty.

10.5: Recording. Either party may record a summary of this Lease Agreement with the written consent of the other party, which consent shall not be unreasonably withheld.

10.6: Governing Law. This Lease Agreement and the terms, provisions and conditions herewith shall be governed by and construed and enforced in accordance with the laws of the State of Missouri.

10.7: General. This Lease Agreement may not be modified or amended except by written agreement of each of the parties hereto. The headings contained herein have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms and provisions hereof. If any term, covenant or condition of this Lease Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law. This Lease Agreement represents the entire agreement between the parties and all prior negotiations and communications between the parties concerning the subject loan are superseded hereby.

10.8: Subordination and Attornment. The City agrees that as long as the Treasurer is not in default under this Lease, the Treasurer's use, possession and enjoyment of the Premises and all other rights, easements and privileges related thereto shall not be disturbed, affected, or impaired, nor will the Lease or Term or any Renewal Term thereof be terminated, disturbed or otherwise affected in any way if the City subjects or subordinates the Lease to any mortgages or deeds of trust now or hereafter placed of record on the Premises. The City further agrees to obtain and furnish to the Treasurer, within thirty (30) days of the date of execution of this Lease, or upon execution of the initial bond agreement and/or Indenture of Trust associated therewith if such agreement and/or Indenture is executed after such thirty (30) day period, a recognition and non-disturbance agreement fully executed and in substantially the form as is hereto attached as Exhibit B between the Treasurer and any superior interest holder, whether now of record or in the future created.

10.9: Creation of Condominium Plat. Within ten (10) years of the effective date of this Lease, the Treasurer, at is sole cost and expense, may cause the Premises to be converted into a two (2) unit condominium plat, one unit of which shall consist of the portion of the Premises leased to the Treasurer (the "Treasurer Unit") and the other unit of which shall consist of the remainder of the Premises (the "City Unit"). City shall have the right to participate in the negotiation and drafting of the declaration of condominium and shall have the right to approve the final form thereof, provided, however, said declaration shall reflect the terms and conditions of this Lease. Said condominium conversion shall comply in all respects with applicable local and state laws and ordinances and, once finalized, shall be filed of record with the recorder of deeds for the City of St. Louis at which time this Lease shall be amended to reflect the property description of the Premises.

[The remainder of this page is intentionally left blank.]

[Signature Pages to Follow]

COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be duly executed as of the year and date first set forth above.

CITY OF ST. LOUIS, MISSOURI

By:_____
Comptroller

(SEAL)

Attest:

_____
City Register

Approved as to form:

_____
City Counselor

COUNTERPART SIGNATURE PAGE

TREASURER

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

EXHIBIT A TO LEASE AGREEMENT

PROJECT MANUAL – office of City Treasurer

L. Douglas Abram Federal Office Building Garage Renovation

OWH Project NO. 0870000 by Ottolino, Winters Huebner

Dated January 7, 2009

On file in Treasurer's Office – City of St. Louis

EXHIBIT B TO LEASE AGREEMENT

FORM OF RECOGNITION, NON-DISTURBANCE and ATTORNMENT

This AGREEMENT, made this ____ day of _____, 20___, by and between _____, a _____, whose mailing address is _____ (hereinafter referred to as "Mortgagee") and the Treasurer of the City of St. Louis, whose mailing address is _____, Attention: Treasurer (hereinafter referred to as "Lessee");

WITNESSETH:

WHEREAS, Mortgagee is the owner and holder of, and the beneficiary under that certain Indenture of Trust (hereinafter collectively referred to as the "Financing Agreement") given by the City of St. Louis, MO, a municipal corporation (hereinafter

referred to as "the City") to Mortgagee to secure the payment of certain indebtedness therein described, in the principal amount of _____ ($_____), which Financing Agreement is dated _____, and recorded on _____, as Document Number _____ in the Records of the Recorder of. Deeds for the City of St. Louis, State of Missouri, and which constitutes a lien on certain real property (hereinafter referred to as the "Mortgaged Premises") and legally described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Pursuant to that certain Lease (hereinafter referred to as the "Lease") between the City and Lessee dated _____, the City leased to Lessee certain real property and any improvements thereto, covering all or a part of the Mortgaged Premises and more particularly described in the Lease (hereinafter together with any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto referred to as the "Premises").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. any of its rights, remedies, and options therein shall not constitute a default under. the Mortgage.

2. Lessee agrees with Mortgagee that the Lease is subject and subordinate to the lien of the Mortgage, and to all modifications and extensions thereof, subject, however, to the provisions of this Agreement.

3. Mortgagee agrees that so long as the Lease shall be in effect:

a) Lessee shall not be named or joined as a party or otherwise in any suit, action or proceeding for foreclosure of the Mortgage or to enforce any rights under the Mortgage or the bonds, note or other obligation secured thereby;

(b) The use, possession and enjoyment by Lessee of the Premises and all other rights, easements and privileges in the Land, shall not be disturbed, affected or impaired, nor will the Lease or the Term or any Renewal Terms thereof be terminated, disturbed or otherwise affected in any way by (i) any suit, action or proceeding on the Mortgage or the loan, note or other obligation secured thereby; (ii) the foreclosure of the Mortgage or the exercise of the power of sale thereunder, if any; (iii) the enforcement of any rights under the Mortgage or any other documents held by the holder of the Mortgage; (iv) any judicial sale or execution or other sale of the Land or any part thereof, or any deed given in lieu of foreclosure; (v) the exercise of any other rights given to any holder of the Mortgage or such other documents as a matter of law; or (vi) any default under the Mortgage or the loan, note or other obligation secured thereby, and the Lease will continue in full force and effect;

(c) All condemnation awards and insurance proceeds paid or payable with respect to any of the Mortgaged Premises (including the Premises) and received or receivable by Mortgagee shall be made available to the Treasurer and/or Lessee as set forth in the Lease for use as called for therein; and

(d) Neither the Mortgage nor any other security instrument executed in connection therewith shall cover, or be Construed as subjecting in any manner to the lien thereof, any of Lessee's equipment or trade fixtures.

4. If Mortgagee or any future holder of the Mortgage shall become the owner of the Mortgaged Premises or any portion thereof which includes the Premises by reason of foreclosure of the Mortgage or otherwise; or if the Mortgaged Premises or such portion thereof which includes the Premises shall be sold as a result of any action or proceeding to foreclose the Mortgage, or if ownership of the Mortgaged Premises or such portion thereof which includes the Premises shall be transferred by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing a new lease, as a direct lease between Lessee and the new owner of the Mortgaged Premises, as landlord (herein called "New Owner"), on all of the same terms, covenants, and provisions of the Lease, and Lessee and New Owner shall attorn to each other.

5. All notices, consents, approvals or other communications given under or pursuant to this Agreement shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid, (a) if to Mortgagee, at the address of Mortgagee set forth above, or at such other address as Mortgagee may designate by notice to the City and Lessee; (b) if to the Treasurer at the address of the City set forth in the Financing Agreement, or at such other address as the City may designate by notice to Mortgagee and Lessee; or, (c) if to Lessee, then at the address of Lessee set forth above or at such other address or to such other persons as Lessee may designate by notice to Mortgagee and the City.

6. This Agreement shall inure to the benefit of and be binding on and enforceable by the parties hereto and their respective heirs, personal representative, successors and assigns (including New Owner). The Agreement and covenants herein

contained run with and bind the lands affected hereby. This Agreement is made in and shall be governed by the laws of the State in which the Premises is located. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, then all other provisions hereof shall remain in full force and effect notwithstanding such unenforceable provision.

7. This Agreement may be executed by the parties hereto on any number of separate counterparts, and all such counterparts so executed constitute an agreement binding on all the parties hereto notwithstanding that all the parties hereto are not signatories to the same counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered effective as of the date first above written.

Mortgagee:

_____

By: _____
Name: _____
Title: _____

Lessee:

Treasurer of the City of St. Louis, acting in his capacity
as Supervision of Parking

By: _____
Name: _____
Treasurer

STATE OF)
)SS.
COUNTY OF)

On this _____ day of _____, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the Authorized Signatory of _____, a _____ institution, and that said instrument was signed in behalf of said _____, by authority of _____ and said _____ acknowledged said instrument to be the free act and deed of said _____.

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

_____
Notary Public

My term expires:

_____

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

On this _____ day of _____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the Treasurer of the City of St. Louis; and that said instrument was signed by him under authority of the laws of the State of Missouri and City of St. Louis; _____ acknowledged said instrument to be the free act and deed of said Treasurer.

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

_____
Notary Public

My term expires:

_____

EXHIBIT A
TO
FORM OF RECOGNITION, NON-DISTURBANCE and ATTORNMENT

Legal Description of Land

Approved: November 19, 2009

ORDINANCE #68523
Board Bill No. 222

An ordinance authorizing and directing the Street Commissioner to take all necessary actions to honorarily designate the 4500 block of Labadie Avenue as "Margaret Bush Wilson Lane."

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

SECTION ONE. Pursuant to the provisions of Ordinance 65233, the 4500 block of Labadie Avenue shall hereafter be honorarily designated as "Margaret Bush Wilson Lane." The Director of Streets shall erect an honorary street-name sign at Labadie Avenue, which sign shall read "Margaret Bush Wilson Lane."

Approved: November 19, 2009

ORDINANCE #68524
Board Bill No. 205
Committee Substitute

An ordinance determining that the Tax Increment Financing Plans listed in Exhibit "A" are making satisfactory progress under the proposed time schedule for completion of projects therein.

WHEREAS, the Tax Increment Financing plans and projects listed in Exhibit "A" were approved by the Board of the Aldermen of the City of St. Louis by ordinance; and

WHEREAS, Section 99.865.3, RSMo, provides that five years after the establishment of each redevelopment plan and every five years thereafter, the governing body of the municipality shall hold a public hearing regarding these redevelopment plans and projects pursuant to Sections 99.800 to 99.865, RSMo to determine if the redevelopment projects are making satisfactory progress under the proposed time schedule contained within the approved plans for completion of such projects; and

WHEREAS, after proper notice, the Housing, Urban Development, and Zoning Committee held a public hearing on November 4, 2009 and found the redevelopment projects listed on Exhibit "A" are making satisfactory progress;

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

SECTION ONE. The Board of Aldermen of the City of St. Louis hereby determines that the Tax Increment Financing Plans listed in Exhibit "A" attached are making satisfactory progress under the proposed time schedule contained within the approved plan for completion of the projects therein.

SECTION TWO. The Board of Aldermen hereby finds that the required notices were published and the required hearing was held, pursuant to Section 99.365.3, RSMo.

EXHIBIT "A"

PROJECT NAME	ORD 1	DATE APPROVED 1	UNDERWAY	PARTIALLY COMPLETED	SUBSTANTIALLY COMPLETED	INACTIVE	DELAYED	REPORT
St. Louis Market Place	62043/ -4	20-Jul-90			X			15 year
Cupples Station	62279	8-Mar-91		X				15 year
Convention Headquarters Hotel	64595	17-Feb-99			X			10 year
West Pine Court	64224/ -5	22-Dec-97			X			10 year
Chouteau/Compton Industrial Center	64602	23-Feb-99			X			10 year
Argyle Redevelopment	64516/ -7	17-Dec-98		X				10 year
Edison Building	64609	23-Feb-99			X			10 year
Robert E. Lee Riverboat- BOAT MOVED	64613 /-4	23-Feb-99				X		10 year
110 North Newstead Condominiums	64849 /-50	9-Feb-00			X			10 year
Center for Emerging Tech.-Doris Wing Expansion	64839	29-Dec-99			X			10 year
Mira Digital Publishing	65279 /-80	1-Aug-01			X			5 year
Gravois Plaza	65361	30-Nov-01			X			5 year
Lafayette Square	65380	26-Dec-01		X				5 year
Old Post Office	65580	23-Jul-02			X			5 year
Tech Electronics	65424	21-Feb-02			X			5 year
Dr. Martin Luther King Plaza	65443	18-Mar-02			X			5 year
4200 Laclede Condominiums (Luyties Building)	65527	20-Jun-02			X			5 year
Grand Center	65703	10-Dec-02		X				5 year
The Abbey on the Park	65605	5-Aug-02			X			5 year
Art of Living Building	65724	10-Dec-02			X			5 year
Bell Lofts / Lofts @ 315	65749	21-Dec-02			X			5 year
Louderman Bldg.	65744	21-Dec-02			X			5 year
Paul Brown/Arcade-Wright Bldgs.	65717 /-8	10-Dec-02		X				5 year
Walter Knoll/Florist Row	65731	21-Dec-02			X			5 year
Grace Lofts	65854	25-Feb-03			X			5 year
Terra Cotta Annex/Parking Garage	65907	12-Jun-03			X			5 year
1312 Washington Avenue	65910	12-Jun-03			X			5 year
Southtown Centre	65937	30-Jun-03			X			5 year
Printers' Lofts	65979	23-Jul-03			X			5 year
Windows Lofts	65982	23-Jul-03			X			5 year
Soulard Market Apts.(former Welsch Baby Carriage)	65975	23-Jul-03			X			5 year
The Cloister	65973	23-Jul-03			X			5 year
City Hospital Complex/ The Georgian	65977	23-Jul-03			X			5 year
Fashion Square Lofts	65980	23-Jul-03			X			5 year
Hampton Inn & Suites@ The Highlands	66221	21-Mar-04			X			5 year
Railway Lofts	66194	10-Mar-04			X			5 year
Security Building	66197	10-Mar-04			X			5 year
Catlin Townhomes	66236	30-Mar-04			X			5 year
Shenandoah Place	66239	30-Mar-04			X			5 year
Barton St. (Tabernacle) Lofts	66415	2-Aug-04			X			5 year
Westgate Lofts	66412	2-Aug-04			X			5 year
Maryland Plaza North (Amended Argyle)	66420	2-Aug-04			X			5 year
Maryland Plaza South (Amended Argyle)	66436	2-Aug-04			X			5 year
Convention Plaza Apartments	66553	22-Dec-04			X			5 year
Washington Ave. Apartments	66421	2-Aug-04			X			5 year
Adler Lofts Condominiums	66493	6-Dec-04			X			5 year
University Lofts (formerly Warehouse of Fixtures)	66425	2-Aug-04			X			5 year
Gaslight Square East	66565	22-Dec-04			X			5 year
Automobile Row RPA 1	66563	22-Dec-04			X			5 year
Washington East Condominiums	66558	22-Dec-04			X			5 year
Mississippi Place Townhomes	66561	22-Dec-04		X				5 year
Marquette Building	66554	22-Dec-04			X			5 year
Meridian Building (Formerly A.D.Brown Building)	66556	22-Dec-04			X			5 year
Bottle District	66560	22-Dec-04					X	5 year
Parc Ridge Estates	66659	28-Feb-05			X			5 year
Loughborough Commons	66664	28-Feb-05			X			5 year
Dogtown Walk II	66652	28-Feb-05		X				5 year
East Bank Lofts	66657	28-Feb-05			X			5 year
Pet Building / Pointe 400	66684	29-Apr-05			X			5 year
Willy's Overland Building / NSI	66753	27-Jun-05			X			5 year
Moon Brothers Carriage Lofts	66813	3-Aug-05			X			5 year
Ventura Lofts	66827	5-Aug-05			X			5 year
Switzer Building - BUILDING DEMOLISHED	66822	5-Aug-05				X		5 year
3949 Lindell Apartments	66830	5-Aug-05			X			5 year
Army Ammunition Plant (I-70/Goodfellow)	66812	3-Aug-05					X	5 year
West Town Lofts	66836	9-Aug-05			X			5 year
Ely Walker Lofts	66833	5-Aug-05			X			5 year
Packard Lofts	66842	9-Aug-05			X			5 year
Southside National Bank	66839	9-Aug-05			X			5 year
Bee Hat Building	66849	9-Aug-05			X			5 year

Page 1 of 1

Approved: December 4, 2009

ORDINANCE #68525
Board Bill No. 223

An ordinance authorizing and directing the Street Commissioner to take all necessary actions to honorarily designate the 2700 block of Sheridan Avenue as "Percy Edward James, Jr., Ct."

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

SECTION ONE. Pursuant to the provisions of Ordinance 65233, the 2700 block of Sheridan Avenue shall hereafter be honorarily designated as "Percy Edward James, Jr., Ct." The Director of Streets shall erect an honorary street-name sign at Sheridan Avenue, which sign shall read "Percy Edward James, Jr., Ct."

Approved: December 4, 2009

ORDINANCE #68526
Board Bill No. 183

An Ordinance authorizing and directing the Director of Public Safety, on behalf of the Mayor and the City of St. Louis, to enter into and execute a Grant Agreement with the U. S. Department of Justice, Bureau of Justice Assistance, to fund the Justice Assistance Grant Program, upon approval of the Board of Estimate and Apportionment, and to expend funds by entering into contracts or otherwise for grant purposes and containing an emergency clause.

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

SECTION ONE. The Mayor and the Director of Public Safety, are hereby authorized and directed, on behalf of the City of St. Louis, to enter into and execute a Grant Agreement with U. S. Department of Justice, Bureau of Justice Assistance, to fund the Justice Assistance Program.

SECTION TWO. The Director of Public Safety is hereby authorized and directed, upon approval of the Board of Estimate and Apportionment, to expend the funds, which are hereby appropriated for said purpose, by entering into contracts or otherwise received pursuant to the Grant Agreement, totaling $1,019,428.00, in a manner that is consistent with the provisions of said Agreement, a copy of which is attached hereto and shall become part of the ordinance.

SECTION 3. Emergency Clause. This being an Ordinance for the immediate preservation of public peace, health and safety, it is hereby declared to be an immediate measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this Ordinance shall become effective immediately upon its passage and approval by the Mayor.

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 5

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)
City of St. Louis
City Hall, Room 200 1200 Market Street
St. Louis, MO 63103-2805

4. AWARD NUMBER: 2009-DJ-BX-0861

5. PROJECT PERIOD: FROM 10/01/2008 TO 09/30/2012
BUDGET PERIOD: FROM 10/01/2008 TO 09/30/2012

6. AWARD DATE 08/19/2009

7. ACTION
Initial

1A. GRANTEE IRS/VENDOR NO.
436003233

8. SUPPLEMENT NUMBER
00

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
FY 2009 Justice Assistance Grant Program

10. AMOUNT OF THIS AWARD $ 1,019,428

11. TOTAL AWARD $ 1,019,428

12. SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT
This project is supported under 42 U.S.C. 3751(a) (BJA - JAG Formula)

15. METHOD OF PAYMENT
PAPRS

AGENCY APPROVAL

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL
James H. Burch II
Acting Director

17. SIGNATURE OF APPROVING OFFICIAL

GRANTEE ACCEPTANCE

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL
Francis G. Slay
Mayor

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE
08/24/09

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		1019428

21. IDJUGT3126

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION SHEET
Grant

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PROJECT NUMBER 2009-DJ-BX-0861 AWARD DATE 08/19/2009

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.

4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

   mail:

   Office of the Inspector General
   U.S. Department of Justice
   Investigations Division
   950 Pennsylvania Avenue, N.W.
   Room 4706
   Washington, DC 20530

   e-mail: oig.hotline@usdoj.gov

   hotline: (contact information in English and Spanish): (800) 869-4499

   or hotline fax: (202) 616-9881

   Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

OJP FORM 4000/2 (REV. 4-88)

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION SHEET
Grant

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PROJECT NUMBER 2009-DJ-BX-0861 AWARD DATE 08/19/2009

SPECIAL CONDITIONS

6. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

   The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
   a. New construction;
   b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
   c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
   d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
   e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

   The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at http://www.ojp.usdoj.gov/BJA/resource/nepa.html, for programs relating to methamphetamine laboratory operations.

   Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

7. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

8. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit http://www.niem.gov/implementationguide.php.

9. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Financial Status Report (SF-269).

OJP FORM 4000/2 (REV. 4-88)

FBL

Department of Justice Office of Justice Programs **Bureau of Justice Assistance**	**AWARD CONTINUATION SHEET** **Grant**	PAGE 4 OF 5

PROJECT NUMBER 2009-DJ-BX-0861 AWARD DATE 08/19/2009

SPECIAL CONDITIONS

10. The grantee agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by law and detailed by the BJA in program guidance for the Justice Assistance Grant (JAG) Program. Compliance with these requirements will be monitored by BJA.

11. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

12. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046.

13. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

14. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.

15. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

16. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

17. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

OJP FORM 4000/2 (REV. 4-88)

FRS.

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION SHEET
Grant

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PROJECT NUMBER 2009-DJ-BX-0861 AWARD DATE 08/19/2009

SPECIAL CONDITIONS

18. The grantee agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership. This training will address task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information will be provided by BJA regarding the required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

19. The recipient agrees expeditiously to obtain active registration with the Central Contractor Registration (CCR) database, and to notify the program office in writing of its registration. Following satisfaction of this requirement, a Grant Adjustment Notice will be issued to remove this special condition.

OJP FORM 4000/2 (REV. 4-88)

Approved: December 14, 2009

ORDINANCE #68527
Board Bill No. 231

An ordinance pertaining to the Liquor Control Law of the City of St. Louis; amending Section One of Ordinance 66271 setting forth an area which shall no longer be within the convention trade area of the City of St. Louis; containing an emergency clause.

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

SECTION ONE. Section One of Ordinance 66271, approved on June 8, 2004 and codified as section 14.03.230 of the Revised Code, is hereby amended to read as follows:

14.03.230. The following areas shall not be within the convention trade area of the City of St. Louis:

(A) Beginning at the intersection of the centerlines of Missouri Pacific Railroad tracks and Delor St., proceeding in a generally clockwise direction along the centerlines west to Newport Ave., south to Walsh St., west to Morganford Rd., north to Gravois Ave., south to Eichelberger St., west to Kingshighway Blvd., north to Walsh St., west to Macklind Ave., north to Chippewa St., east to Kingshighway Blvd., north to Tholozan Ave., east to Morganford Rd., south to Meramec St., southeast to Chippewa St., east to Missouri Pacific Railroad tracks and southeast to the point of the beginning.

(B) Beginning at the intersection of the Mississippi River and the centerline of River Bluff Place and proceeding along the centerlines in a generally clockwise direction west to S. Broadway, southwest to Nebraska St., northwest to Delor St., west to Minnesota Ave., north to Itaska St., west to Michigan Ave., north to Mt. Pleasant St., east to Minnesota Ave., north to Meramec St., east to Pennsylvania Ave., north to Gasconade St., east to California Ave., north to Osage St., west to Oregon Ave., north to Chippewa St., east to California Ave., south to Keokuk St., east to Ohio Ave., north to Chippewa St., east to S. Jefferson Ave., south on S. Jefferson Ave. to S. Broadway, south to Keokuk St., east to Missouri Ave., north to Chippewa St., east to Marine Ave., north to Winnebago St., east to Kosciusko St., south to Interstate 55, north to S. Broadway, southwest to Potomac St., southeast to S. Second St., south to President St., northwest to Cleon St., southwest to Miami St., west to Salena St., north to S. Broadway, southwest to Miami St., west to Indiana Ave., north to Potomac St., west to Ohio Ave., south to Miami St., west to Iowa Ave., north to Cherokee St., east to Ohio Ave., north to Utah St., east to Texas Ave., north to Wyoming St., west to California Ave., north to Juniata St., west to Oregon Ave., south to Wyoming St., west to Nebraska Ave., south to Cherokee St., west to Pennsylvania Ave., north to Utah St., west to Minnesota Ave., north to Juniata St., west to Gravois Ave., southwest to Compton Ave., south to Utah St., west to Virginia Ave., north to Gravois Ave., southwest to Utah St., west to Louisiana Ave., north to Hartford St., east to Compton Ave., north to Arsenal St., east to Gravois Ave., northeast to Sidney St., east to S. 7th St., north to Barton St., east on Barton St. and the prolongation of Barton St. to the Mississippi River and southwest along the Mississippi River to the point of the beginning.

(C) Beginning at the intersection of the centerlines of S. Broadway and Interstate 55, and proceeding along the centerlines in a generally clockwise direction south to Kosciusko St., north to Winnebago St., west to Marine Ave., south to Chippewa St., west to Missouri Ave., south to Keokuk St., west to S. Broadway, north on S. Broadway to Jefferson Ave., north to Chippewa St., west to Ohio Ave., south to Keokuk St., west to California Ave., north to Chippewa St., west to Oregon Ave., south to Osage St., east to California Ave., south to Gasconade St., west to Pennsylvania Ave., south to Meramec St., west to Michigan Ave., north to Gasconade St., west to Louisiana Ave., north to Osage St., west to S. Grand Blvd., north to Alberta St., east to Arkansas Ave., north to Chippewa St., east to Tennessee Ave., north to Potomac St., east to Louisiana Ave., north to Gravois Ave., east to Virginia Ave., south to Utah St., east to Compton Ave., north to Gravois Ave., northeast to Juniata St., east to Minnesota Ave., south to Utah St., east to Pennsylvania Ave., south to Cherokee St., east to Nebraska Ave., north to Wyoming St., east to Oregon Ave., north to Juniata St., east to California Ave., south to Wyoming St., east to Texas Ave., south

to Utah St., west to Ohio Ave., south to Cherokee St., west to Iowa Ave., south to Miami St., east to Ohio St., north to Potomac St., east to Indiana Ave., south to Miami St., east to S. Broadway, northeast to Salena St., south to Miami St., east to Cleon St., northeast to President St., southeast to Second St., northeast to Potomac St., northwest to S. Broadway St., northeast to the point of beginning.

D) Beginning at the intersection of the centerlines of January Ave. and Fyler Ave., and proceeding along the centerlines in a generally clockwise direction west to Clifton Ave., north to Wyoming Ave., west to Tamm Ave., northwest to Watson Rd., northeast to Clifton Ave., north to Odell St., west to Tamm Ave., north to Marmaduke Ave., west to Ivanhoe Ave., south to the entrance ramp at Ivanhoe Ave., to the east side of Interstate 44, northeast to Southwest Ave., west to the St. Louis & San Francisco Railway tracks, southwest to the city limits, north to Clayton Rd., southeast to Clayton Ave., southeast to Oakland Ave., Oakland Ave. east to Interstate 64, southwest to Clayton Ave., southeast to Berthold Ave., east to Fairmont Ave., north along the prolongation of Fairmont Ave. to Interstate 64, east to the southbound Hampton Ave. exit ramp, southeast to Hampton Ave., south to Wise Ave., east to Pierce Ave., south to West Park Ave., southeast to Manchester Ave., east to Macklind Ave., south to St. Louis & San Francisco Railway tracks, west to Sublette Ave., south to Interstate 44, west to Hampton Ave., south to Elizabeth Ave., west to Hampton Ave., south to Arsenal St., east to 59th St., southeast to January Ave., south to Fyler Ave., south to the point of beginning.

SECTION TWO. Emergency clause.

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

Approved: December 14, 2009

ORDINANCE #68528
Board Bill No. 230

An ordinance recommended by the Board of Estimate and Apportionment of the City of St. Louis, Missouri (the "City") authorizing and directing the St. Louis Municipal Finance Corporation (the "Corporation") to issue and sell its Leasehold Revenue Refunding Bonds in order to refund all or a portion of its outstanding Refunded Bonds (as defined herein) and to issue and sell its Leasehold Revenue Improvement Bonds in order to fund the construction, repair, improvement, and renovation of the Cervantes Convention Center (as defined herein), for the general welfare, safety, and benefit of the citizens of the City, which Leasehold Revenue Refunding Bonds and Leasehold Revenue Improvement Bonds (collectively, the "Leasehold Revenue Bonds") may be issued in an aggregate principal amount not to exceed $40,000,000 and may be issued in one or more Series as (i) compound interest bonds, current interest bonds, and/or direct subsidy bonds, (ii) Tax-Exempt Bonds or Taxable Bonds (as such terms are defined herein), and (iii) Parity Bonds or Junior Lien Bonds, and/or (iv) Build America Bonds (as such terms are defined herein); authorizing and directing the officers of the Corporation to execute and deliver the Supplemental Indenture (as defined herein), the Supplemental Lease Purchase Agreement (as defined herein), the Supplemental Deed of Trust (as defined herein), the Official Statement (as defined herein), and the Bond Purchase Agreement (as defined herein); authorizing the City to execute and deliver, as necessary or desirable to facilitate the transactions contemplated hereby, the Supplemental Lease Purchase Agreement, the Tax Compliance Agreement (as defined herein), the Continuing Disclosure Agreement (as defined herein), the Official Statement, and the Bond Purchase Agreement; providing for a debt service reserve fund or funds, if any, and a capitalized interest fund or funds, if any, for the Leasehold Revenue Bonds; authorizing the Corporation and the City to obtain credit enhancement for all or any portion of the Leasehold Revenue Bonds from one or more Credit Providers (as defined herein); authorizing the payment of any obligations due to such Credit Provider or Credit Providers, if any; and authorizing the Comptroller and any other appropriate City officials to execute the Credit Agreement (as defined herein) and other documents related thereto, if any; authorizing participation of appropriate City officials in preparing the Official Statement; authorizing the acceptance of the terms of the Bond Purchase Agreement and the taking of further actions with respect thereto; authorizing the payment of certain costs of issuance of the Leasehold Revenue Bonds; 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 superseding provisions of prior ordinances of the City to the extent inconsistent with the terms hereof.

WHEREAS, the Corporation holds title to the convention center located at Washington Avenue between 7th and 8th Streets (the "Cervantes Convention Center") within the geographical boundaries of the City, and the Corporation leases the

Convention Center Property (as defined herein) to the City, pursuant to which lease the City has an option to purchase the Convention Center Property for a nominal sum upon defeasance or final retirement of the Bonds (as defined herein); and

WHEREAS, on April 6, 1993, under and by the authority of Section 67.657, RSMo, and pursuant to Ordinance 62802 of the City, the qualified voters of the City of St. Louis approved a three and one half percent (3 ½%) sales tax on the amount of sales or charges for all rooms paid by the transient guests of hotels and motels to be levied in the City to provide funds for convention, tourism, and sports facilities purposes and agencies (the "Hotel Sales Tax"); and

WHEREAS, under and by the authority of St. Louis, Mo., Rev. Code, Ch. 11, §11.42.255; Ordinance No. 56263, §3 (October 17, 1972), the City imposes a one percent (1%) license tax based upon the gross receipts due from or paid by patrons of all restaurants and itinerant restaurants doing business within the City, excluding gross receipts from the sale of any alcoholic beverage (the "Restaurant Gross Receipts Tax"); and

WHEREAS, the Board of Aldermen of the City has previously authorized and directed the issuance by the Corporation of its Leasehold Revenue Refunding Bonds, Series 1993A, originally issued in the aggregate principal amount of $2,567,205 (the "Refunded Bonds") pursuant to the herein defined Indenture to finance the refunding of certain Prior Bonds (as defined in the Indenture);

WHEREAS, the City has determined that it is in the best interest of the City to authorize and direct the Corporation to issue bonds for the purpose of refunding the Refunded Bonds;

WHEREAS, the City has determined that it is in the best interest of the City to authorize and direct the Corporation to issue bonds for the purpose of constructing, repairing, improving, and renovating the Cervantes Convention Center (the "Convention Center Project"); and

WHEREAS, it is necessary and desirable in connection with the issuance of the Leasehold Revenue Bonds for the City and/or the Corporation to execute and deliver certain documents, including the Supplemental Indenture, the Supplemental Lease Purchase Agreement, the Supplemental Deed of Trust, the Continuing Disclosure Agreement, the Tax Compliance Agreement, the Official Statement, the Bond Purchase Agreement, and the Credit Agreement, if any; and that the City and the Corporation execute certain other documents, take certain other actions and approve certain other documents, as herein provided.

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

Section 1. **Definitions.** Capitalized terms used herein and not defined in this Ordinance shall have the meanings ascribed to such terms in the Indenture. As used in this Ordinance, the following words shall be defined as follows:

"Additional Rentals" means the Additional Rentals as defined in the Indenture.

"Ambac" means Ambac Assurance Corporation.

"Authority" means The Industrial Development Authority of the City of St. Louis, Missouri.

"Bond" or **"Bonds"** means collectively the various Series of bonds issued pursuant to the Indenture, including the Leasehold Revenue Bonds.

"Bond Purchase Agreement" means, collectively or singularly, as the context may require, one or more Bond Purchase Agreements related to the issuance and sale of the Leasehold Revenue Bonds.

"Build America Bonds" means, collectively or singularly, as the context may require, all Series of Leasehold Revenue Bonds designated by the Corporation as such pursuant to the Recovery Act, and may include direct subsidy bonds or tax credit bonds, as provided in the Recovery Act.

"Cervantes Convention Center" means the convention center located at Washington Avenue between 7th and 8th Streets in the City of St. Louis, Missouri.

"City" means The City of St. Louis, Missouri.

"City Documents" means the Supplemental Lease Agreement, the Tax Compliance Agreement, the Credit Agreement, if any, the Continuing Disclosure Agreement, the Bond Purchase Agreement, and such other documents, certificates, and instruments

as may be necessary or desirable to facilitate the issuance of the Leasehold Revenue Bonds and to carry out and comply with the intent of this Ordinance.

"Continuing Disclosure Agreement" means, collectively or singularly, as the context may require, one or more Continuing Disclosure Agreements memorializing the City's and/or the Corporation's continuing disclosure obligations with respect to the Leasehold Revenue Bonds.

"Convention Center Project" means the construction, repair, improvement, and renovation of the Cervantes Convention Center.

"Convention Center Property" means the real property described on Exhibit B to the Lease Agreement together with any improvements constructed thereon and the personal property located thereon.

"Corporation" means the St. Louis Municipal Finance Corporation.

"Corporation Documents" means the Supplemental Indenture, the Supplemental Lease Agreement, the Supplemental Deed of Trust, the Tax Compliance Agreement, the Bond Purchase Agreement, and such other documents, certificates, and instruments as may be necessary or desirable to facilitate the issuance of the Leasehold Revenue Bonds and to carry out and comply with the intent of this Ordinance.

"Credit Agreement" means, collectively or singularly, as the context may require, any agreement or agreements by and between the Credit Provider and the City providing for Credit Enhancement.

"Credit Enhancement" means any one or more letter of credit, liquidity facility, surety bond, or bond insurance policy issued by a Credit Provider guaranteeing, providing for or insuring the payment of all or a portion of the principal of and interest on, or accreted value of, one or more Series of Leasehold Revenue Bonds as provided therein.

"Credit Provider" means the issuer or issuers of any Credit Enhancement, if any, pursuant to the Credit Agreement, if any, and identified in the Supplemental Indenture.

"Deed of Trust" means the First Deed of Trust and Security Agreement dated as of June 15, 1993 by and among the Corporation, the mortgage trustee as provided therein, the Trustee and The Sanwa Bank, Limited, predecessor to Ambac, as credit provider; as amended and supplemented by the First Supplemental Deed of Trust, Security Agreement and Assignment dated as of August 1, 1999 by and among the Corporation, the mortgage trustee as provided therein, the Trustee, Ambac; as supplemented and restated by the Second Supplemental and Restated First Deed of Trust, Security Agreement and Assignment dated as of November 1, 2000 by and among the Corporation, the mortgage trustee as provided therein, the Trustee and Ambac; as supplemented and restated by the Third Supplemental and Restated First Deed of Trust, Security Agreement and Assignment dated as of April 16, 2003 by and among the Corporation, the mortgage trustee as provided therein, the Trustee and Ambac; as supplemented by the Fourth Supplemental and Restated First Deed of Trust, Security Agreement and Assignment dated as of May 1, 2005 by and among the Corporation, the mortgage trustee as provided therein, the Trustee, and Ambac; as supplemented by the Fifth Supplemental and Restated First Deed of Trust, Security Agreement and Assignment dated as of November 1, 2008 by and among the Corporation, the mortgage trustee as provided therein, the Trustee, and Ambac; as supplemented by the Sixth Supplemental and Restated First Deed of Trust, Security Agreement and Assignment dated as of June 1, 2009 by and among the Corporation, the mortgage trustee as provided therein, the Trustee, and Ambac; and as may be further supplemented and restated.

"Hotel Sales Tax" has the meaning given such term in the Recitals hereof.

"Indenture" means the Indenture of Trust dated as of June 15, 1993 by and between the Corporation and the Trustee; as supplemented by the First Supplemental Indenture of Trust dated as of June 15, 1993 by and between the Corporation and the Trustee; as supplemented by the Second Supplemental Indenture of Trust dated as of August 1, 1999 by and between the Corporation and the Trustee; as supplemented and restated by the Third Supplemental and Restated Indenture of Trust dated as of November 15, 2000 by and among the Corporation, the Authority, and the Trustee; as supplemented and restated by the Fourth Supplemental and Restated Indenture of Trust dated as of April 15, 2003 by and among the Corporation, the Authority, and the Trustee; as supplemented and restated by the Fifth Supplemental and Restated Indenture of Trust dated as of May 1, 2005 by and among the Corporation, the Authority, and the Trustee; as supplemented and restated by the Sixth Supplemental and Restated Indenture of Trust dated as of November 1, 2008 by and among the Corporation, the Authority, and the Trustee; as supplemented and restated by the Seventh Supplemental and Restated Indenture of Trust dated as of June 1, 2009 by and among the Corporation, the Authority, and the Trustee; and as may be further supplemented and restated.

"Junior Lien Bonds" means the Series 2000 Bonds, the Series 2005B Bonds, Series 2009B Bonds, and any future Series of Bonds specifically subordinate and junior to the Series 2000 Bonds, Series 2003 Bonds, Series 2005 Bonds, Series 2008 Bonds, Series 2009 Bonds, and Additional Bonds, as such terms are defined in the Indenture.

"Lease Agreement" means the Lease Purchase Agreement dated as of the June 15, 1993, pursuant to which the Corporation has conveyed a leasehold interest in the Convention Center Property to the City, and the City has leased the Convention Center Property from the Corporation and agreed to pay Rentals and Additional Rentals, subject to annual appropriation, equal to the principal of and redemption premium, if any, and interest, or accreted value of and redemption premium, if any, on the Bonds, by and between the Corporation and the City; as supplemented by the First Supplemental Lease Agreement dated as of August 1, 1999 by and between the Corporation and the City; as supplemented and restated by the Second Supplemental and Restated Lease Purchase Agreement dated as of November 15, 2000 by and among the Corporation, the City, and the Authority; as supplemented and restated by the Third Supplemental and Restated Lease Purchase Agreement dated as of April 15, 2003 by and among the Corporation, the City, and the Authority; as supplemented and restated by the Fourth Supplemental and Restated Lease Purchase Agreement dated as of May 1, 2005 by and among the Corporation, the City, and the Authority; as supplemented and restated by the Fifth Supplemental and Restated Lease Agreement dated as of November 1, 2008 by and among the Corporation, the City, and the Authority; as supplemented and restated by the Sixth Supplemental and Restated Lease Agreement dated as of June 1, 2009 by and among the Corporation, the City, and the Authority; and as may be further supplemented and restated.

"Leasehold Revenue Bonds" means, collectively or singularly, as the context may require, all Series of Bonds authorized under this Ordinance, the aggregate initial principal amount of which shall not exceed $40,000,000, which may be issued in one or more Series as (i) compound interest bonds, current interest bonds, and/or direct subsidy bonds, (ii) Tax-Exempt Bonds or Taxable Bonds, and (iii) as Parity Bonds or Junior Lien Bonds, and/or (iv) Build America Bonds.

"Official Statement" means, collectively or singularly, as the context may require, one or more preliminary and/or final Official Statements prepared in connection with the issuance, sale, and delivery of any Series of Leasehold Revenue Bonds.

"Parity Bonds" means any and all Bonds issued under and secured by the Indenture other than the Junior Lien Bonds.

"Recovery Act" means the American Recovery and Reinvestment Act of 2009, and regulations promulgated thereunder.

"Refunded Bonds" means the Corporation's Leasehold Revenue Refunding Bonds, Series 1993A, originally issued in the aggregate principal amount of $2,567,205.

"Rentals" means the Rentals as defined in the Indenture.

"Restaurant Gross Receipts Tax" has the meaning given such term in the Recitals hereof.

"Series" means all of the Leasehold Revenue Bonds delivered on original issuances in a simultaneous transaction and identified pursuant to the Supplemental Indenture authorizing the issuance of such Leasehold Revenue Bonds as a separate series, regardless of variations in maturity, interest rate, or other provisions. If a series of Leasehold Revenue Bonds is sold in installments, "Series" shall mean all of the Leasehold Revenue Bonds of such installment.

"Subsidy Payments" means any payment of funds from the United States Treasury to the Corporation for the benefit of the City, which funds represent a subsidization of a portion of the interest costs of any Build America Bonds, as provided in the Recovery Act.

"Supplemental Deed of Trust" means, collectively or singularly, as the context may require, one or more supplements, amendments, and or restatements of the Deed of Trust by and among the Corporation, the mortgage trustee as provided therein, the Trustee, and Ambac, with respect to the Leasehold Revenue Bonds.

"Supplemental Indenture" means, collectively or singularly, as the context may require, one or more Supplemental Indentures (as defined in the Indenture), by and among the Corporation, the Authority, and the Trustee, pursuant to which the Leasehold Revenue Bonds are issued.

"Supplemental Lease Purchase Agreement" means, collectively or singularly, as the context may require, one or more Supplemental Lease Purchase Agreements (as defined in the Indenture) by and among the Corporation, the City, and the Authority with respect to the Leasehold Revenue Bonds.

"Tax Compliance Agreement" means, collectively or singularly, as the context may require, one or more Tax Compliance

Agreements entered into by the Corporation, the City, and the Trustee with respect to the Leasehold Revenue Bonds.

"Tax-Exempt Bonds" means any Bonds, the interest upon which is not includable in gross income for federal income tax purposes.

"Taxable Bonds" means any Bonds, the interest upon which is includable in gross income for federal income tax purposes.

"Trustee" means The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A., successor to BNY Trust Company of Missouri, successor to Mark Twain Bank, as trustee, or any successor thereto under the Indenture.

"Underwriters" means the underwriters with respect to the Leasehold Revenue Bonds.

Section 2. **Findings and Determinations.** The Board of Aldermen hereby finds and determines that it is necessary and in the best interests of the City:

(a) to authorize and direct the Corporation to issue in one or more Series, as market conditions warrant, its Leasehold Revenue Bonds (i) to provide funds to pay all or a portion of the costs of refunding the Refunded Bonds, (ii) to provide funds to pay all or a portion of the costs of the Convention Center Project, (iii) to fund a debt service reserve fund or funds, if any, and/or the purchase of Credit Enhancement, for any such Series, (iv) to fund a capitalized interest fund or funds, if any, for any such Series, and (v) to pay reasonable expenses incurred by the Corporation and the City in connection with the issuance of any such Series; and

(b) to authorize and direct the Corporation (1) to designate, as market conditions warrant, any one or more Series of Leasehold Revenue Bonds as Build America Bonds, (2) to elect that all Subsidy Payments with respect to any Build America Bonds be received by the Corporation for the benefit of the City, and not by any Owner of such Bonds, and (3) to deposit all such Subsidy Payments received by the Corporation to the Citywide Capital Fund No. 1217; and

(c) to authorize and direct the Corporation to enter into a negotiated sale or sales of the Leasehold Revenue Bonds to the Underwriters.

Section 3. **Authority and Direction to Issue the Leasehold Revenue Bonds.** The City hereby authorizes and directs the Corporation, as market conditions warrant, to issue the Leasehold Revenue Bonds in one or more Series aggregating such principal amount which does not exceed $40,000,000, on behalf of the City for the purposes set forth in Section 2 hereof. The City hereby ratifies and confirms all prior actions of the Corporation taken in connection with the issuance of the Leasehold Revenue Bonds. The Leasehold Revenue Bonds (i) shall have a final maturity not more than forty years from their date of issuance, (ii) shall bear interest at such variable interest rates or fixed interest rates or shall have such accreted values as the City reasonably expects will achieve an economic benefit to the City, and (iii) may be sold at a premium or at a discount with such discount not to exceed the maximum discount allowable under Missouri law. The Leasehold Revenue Bonds may be issued as (i) compound interest bonds, current interest bonds, and/or direct subsidy bonds, (ii) Tax-Exempt Bonds or Taxable Bonds, (iii) Parity Bonds or Junior Lien Bonds, and/or (iv) Build America Bonds. The City hereby authorizes and directs the Corporation to elect that all Subsidy Payments with respect to any Series of Build America Bonds be received by the Corporation and not the Owners of such Bonds, and to deposit all such Subsidy Payments received by the Corporation to the Citywide Capital Fund No. 1217. The terms and provisions of each Series of Leasehold Revenue Bonds shall be as provided in the Supplemental Indenture pursuant to which such Series is issued.

Section 4. **Limited Obligations.** The principal of and redemption premium, if any, and interest, or accreted value of and redemption premium, if any, on the Leasehold Revenue Bonds shall be limited obligations payable by the Corporation solely from (i) proceeds of the Leasehold Revenue Bonds, (ii) Rentals and Additional Rentals received by the Corporation from the City or by the Trustee on behalf of the Corporation and reasonably expected to be used to pay debt service on the Leasehold Revenue Bonds pursuant to the Lease Agreement, (iii) amounts available in the debt service reserve fund or funds, if any, (iv) amounts available in the capitalized interest fund or funds, if any, (v) amounts payable by the Credit Provider in connection with the Credit Enhancement, if any, on the Leasehold Revenue Bonds, and (vi) certain other funds as provided in the Indenture. The City hereby agrees that during each fiscal year or portion thereof in which the Parity Bonds remain outstanding, the City will not use Hotel Sales Tax or Restaurant Gross Receipts Tax revenues in the then-current fiscal year for any purpose other than making payments of Rentals and Additional Rentals with respect to the Parity Bonds during such then-current fiscal year unless such payments of Rentals and Additional Rentals with respect to the Parity Bonds, if any, have been provided for. The principal of and redemption premium, if any, and interest, or accreted value of and redemption premium, if any, on the Bonds do not and shall not constitute an indebtedness of the City or the State of Missouri or any instrumentality thereof within the meaning of any constitutional or statutory debt limitation or restriction. The obligation of the City to make payments of Rentals and Additional Rentals and other amounts under the Lease Agreement is subject to annual appropriation to the extent required by applicable law as provided therein. The obligation of the City

to make such payments under the Lease Agreement or the Leasehold Revenue Bonds shall not constitute a debt of the City within the meaning of any applicable provisions of law. The issuance of the Leasehold Revenue Bonds will not directly or contingently obligate the City to make any payments beyond those appropriated for its then current fiscal year. Notwithstanding anything herein to the contrary, the Leasehold Revenue Bonds shall be issued in a form and under such terms as shall ensure and maintain the security and tax-exempt status of the Tax-Exempt Bonds outstanding as of the date of the issuance of any Series of the Leasehold Revenue Bonds.

Section 5. **Authority and Direction to Sell the Leasehold Revenue Bonds in a Negotiated Sale or Sales.** In connection with the issuance of the Leasehold Revenue Bonds, the City hereby authorizes and directs the Corporation to negotiate the sale thereof with the Underwriters, subject to the provisions of this Ordinance. The City further hereby authorizes and directs the Corporation to prepare, at the request of the Underwriters, the Official Statement, to execute and deliver the final Official Statement, and to execute and deliver the Bond Purchase Agreement, in connection with such negotiated sale or sales of the Leasehold Revenue Bonds.

Section 6. **Authority and Direction to Obtain Credit Enhancement.** The City hereby authorizes and directs the Corporation to obtain Credit Enhancement for any Series of Leasehold Revenue Bonds from a Credit Provider with such credit rating that, in the opinion of the Underwriters and the financial advisor, will achieve an economic benefit for the City if such Series of the Leasehold Revenue Bonds is secured by such Credit Enhancement. Any Credit Agreement executed in connection therewith may pledge Rentals and Additional Rentals on a parity basis to payment of (i) debt service on the applicable Series of Leasehold Revenue Bonds and (ii) any amounts due and owing to the Credit Provider under the Credit Agreement entered into in connection with such Series of Leasehold Revenue Bonds. The Comptroller is hereby authorized to approve the terms of any such Credit Agreement, and the Comptroller, with the advice of the City Counselor as to form thereof, is hereby authorized and directed to execute such Credit Agreement and other documents in connection therewith as required to obtain the Credit Enhancement.

Section 7. **Authority and Direction to Cooperate in Qualification.** The City and the Corporation shall furnish such information, execute such instruments, and take such other action in cooperation with the Underwriters as the Underwriters may reasonably request to qualify any Series of Leasehold Revenue Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may designate; provided, however, neither the City nor the Corporation shall be required to register as a dealer or broker in any such state or jurisdiction, to subject itself to service of process in any state or jurisdiction in which it is not already so subject, or to comply with any other requirements deemed by the City or the Corporation to be unduly burdensome.

Section 8. **Authority and Direction to Execute and Deliver Corporation Documents.** In connection with the issuance of the Leasehold Revenue Bonds, the City hereby authorizes and directs the Corporation to approve the terms of and to execute, seal, attest, and deliver the Corporation Documents in such form as shall be approved by the City Counselor and by the appropriate officers of the Corporation executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof.

Section 9. **Authorization and Direction to Execute and Deliver City Documents.** The City is hereby authorized to enter into, and the Mayor and the Comptroller and such other officers of the City as are appropriate are hereby authorized and directed to execute, seal, attest, and deliver, for and on behalf of and as the act and deed of the City, City Documents in such form as shall be approved by the City Counselor and by the appropriate officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof.

The Lease Agreement shall be for a lease term to terminate no later than the final maturity of the Bonds, subject to annual appropriation of Rentals equal to the principal of and redemption premium, if any, and interest, or accreted value of and redemption premium, if any, on the Bonds and certain Additional Rentals due under the Lease Agreement. The Lease Agreement shall further provide the City with an option to purchase the Convention Center Property upon the defeasance, or adequate provision therefor, of the Bonds outstanding. The Lease Agreement shall contain such other terms and provisions as shall adequately secure and protect the payment of the principal of and redemption premium, if any, and interest, or accreted value of and redemption premium, if any, on the due on the Bonds outstanding.

Section 10. **Authorization with Respect to Sale of the Leasehold Revenue Bonds.** The preparation of the Official Statement, the execution and delivery of the Official Statement by the City, and the execution and delivery of the Bond Purchase Agreement are hereby contemplated, and the Mayor, the Comptroller, and other appropriate officers, agents, and employees of the City are hereby authorized and directed to take such further actions and execute such other documents as are required by the City thereunder, with their respective signatures thereon to be evidence of such approval by the City.

The Mayor, the Comptroller, and other appropriate officers, agents, and employees of the City, with the advice and

concurrence of the City Counselor, are hereby authorized and directed to participate with the Corporation and the Underwriters in the preparation of the Official Statement and to execute and deliver the Official Statement and the Continuing Disclosure Agreement as necessary and desirable in order to assist the Underwriters in complying with Rule 15c2-12 of the Securities and Exchange Commission.

Section 11. **Selection of Financial Advisor and Other Participants.** The Comptroller is hereby authorized to select the financial advisor and such other advisors, counsel, and participants to the transaction contemplated in this Ordinance as are desirable to further the purposes of this Ordinance.

Section 12. **Further Authority.** The City and the Mayor, the Comptroller, the Treasurer (as to permitted investments only), and other appropriate officers, agents, and employees of the City are hereby authorized to take such further actions and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the instruments and agreements authorized hereby.

Section 13. **Severability.** It is hereby declared to be the intent of the Board of Aldermen that each and every part, section, and subsection of this Ordinance shall be separate and severable from each and every other part, section, and subsection hereof and that the Board of Aldermen intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section 14. **Superseding of Inconsistent Provisions.** The provisions of this Ordinance hereby amend any provision of any ordinance of the City inconsistent with the terms hereof, but only to the extent of such inconsistency.

Approved: December 14, 2009

ORDINANCE #68529
Board Bill No. 217

An Ordinance directing the Director of Streets to temporarily close, barricade, or otherwise impede the flow of traffic at Aubert Avenue at the north curb line of Suburban Track and at Aubert Avenue at the south curb line of Suburban Track and containing an emergency clause.

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

SECTION ONE. The Director of Streets is hereby authorized to temporarily close, barricade, or otherwise impede the flow traffic at Aubert Avenue at the north curb line of Suburban Track and at Aubert Avenue at the south curb line of Suburban Track for a period of six months beginning the effective date of the passage of this ordinance.

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

Approved: December 14, 2009

ORDINANCE #68530
Board Bill No. 220

An ordinance pertaining to the refuse collection from non-residential premises; amending Ordinance 61654, codified in Section 11.02.255 (F) of the Revised Code of the City of St. Louis, and enacting in lieu thereof a new section pertaining to the same subject matter relating to the refuse collection from non-residential premises near residentially zoned premises and premises used as a dwelling; and containing an emergency clause.

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

SECTION ONE: Ordinance 61654, codified in 11.02.255 (F) of the Revised Code of the City of St. Louis hereby amended as follows:

F. No refuse shall be collected from non-residential premises within two hundred (200) feet of residentially zoned premises or any premises used as a dwelling including, but not limited to, a single-family dwelling, a two-family dwelling, a multi-family dwelling, a town home, or a semi-attached two-family, between the hours of eight p.m. and six a.m.

SECTION TWO. Emergency Clause.

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

Approved: December 14, 2009

ORDINANCE #68531
Board Bill No. 226
Floor Substitute

An ordinance for the repainting of all existing painted lines and/or markings following the completion of all public street construction or resurfacing; and containing an emergency clause.

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

SECTION ONE. Following the construction or resurfacing of any public street, all formerly existing painted lines or markings, including designated bicycle lanes, shall be clearly repainted by the St. Louis City Street Department, upon completion in accordance with the most current applicable Federal and State guidelines established in the Manual of Uniform Traffic Control Devices (MUTCD), American Association of State Highway and Transportation Officials (AASHTO) Bicycle Design Guide and Federal Highway Administration (FHWA). Not withstanding major construction which makes repainting not possible.

SECTION TWO. Emergency Clause.

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

Approved: December 14, 2009

ORDINANCE #68532
Board Bill No. 233

An Ordinance amending Ordinance Numbers 65857 and 66431 and 67059 and 68429 pertaining to the Grand Center Redevelopment Area approving a Tax Increment Financing Redevelopment Agreement for the Grand Center Redevelopment Area; approving a fourth Amendment to the Redevelopment Agreement contained in Exhibit A to such Ordinances; prescribing other matters and making findings with respect thereto; modifying the terms and timing of the sale and purchase of the property at 634 N. Grand in accordance with a certain Contract for Sale of Real Estate; approving the Contract for Sale of Real Estate; authorizing certain actions by City officials; and containing a severability clause and an emergency clause.

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

WHEREAS, pursuant to Ordinance No. 65703 approved November 15, 2002, the Board of Aldermen did approve a Redevelopment Plan dated August 2, 2002, as amended (the "Redevelopment Plan") for the Grand Center Redevelopment Area (the "Redevelopment Area") which provides for development of: (a) District Theaters, Museums and Arena Redevelopment Projects; (b) District Parking Redevelopment Projects; (c) District Green Space and Public Improvement Redevelopment Projects; (d) District Education and Housing Redevelopment Projects; (e) District Historic Rehabilitation Redevelopment Projects; and (f) District Retail and Mixed Use Redevelopment Projects (the entire proposal for redevelopment as described in the Redevelopment Plan being hereinafter referred to as a series of "Redevelopment Projects"); and

WHEREAS, the City's Board of Aldermen did duly consider and adopt Ordinance No. 65857 on February 25, 2003 authorizing execution of a redevelopment agreement by and between the City and Grand Center, Inc. ("Developer"), and the City

did, pursuant to said ordinance, enter into a Redevelopment Agreement dated April 24, 2003 with the Developer (the "Redevelopment Agreement") in order to implement the Redevelopment Plan and the Redevelopment Projects therein; and

WHEREAS, as implementation of the Redevelopment Plan and the Redevelopment Agreement progressed, it became evident that certain changes were required, and the Developer requested certain amendments to the Redevelopment Agreement and the City's Board of Alderman did duly consider and adopt Ordinance No. 66431 in July, 2004 authorizing execution of an Amendment to the Redevelopment Agreement (the "First Amendment") and did duly consider and adopt Ordinance No. 67059 in March, 2006 authorizing execution of a second Amendment to the Redevelopment Agreement (the "Second Amendment") and did duly consider and adopt Ordinance No. 68429 in July, 2009 authorizing execution of a third Amendment to the Redevelopment Agreement (the "Third Amendment") by and between the City and the Developer; and

WHEREAS, as implementation of the Redevelopment Plan and the Redevelopment Agreement (as amended by the First Amendment, the Second Amendment and the Third Amendment) has continued to progress, and (i) certain Redevelopment Projects can be completed with lower TIF Allocation amounts and certain other Redevelopment Projects cannot be completed without TIF Allocation amounts, certain additional changes are required, and (ii) certain terms concerning the sale of the property at 634 N. Grand need to be modified in connection with the proposed ultimate redevelopment of said property, and as a result the Developer has requested certain additional amendments to the Redevelopment Agreement; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Fourth Amendment to the Redevelopment Agreement attached as Exhibit A hereto (the "Fourth Amendment") are acceptable and that the execution, delivery and performance by the City and the Developer of their respective obligations under the Redevelopment Agreement, as amended are in the best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the Act and the Redevelopment Plan; and

WHEREAS, the Board of Aldermen hereby determines that modifying terms of the sale of the property at 634 N. Grand from City to Developer in accordance with a certain Contract for Sale of Real Estate is in the best interests of the City.

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

SECTION ONE. The Redevelopment Agreement contained in Exhibit A to Ordinance 66857, the First Amendment contained in Exhibit A to Ordinance 66431, the Second Amendment contained in Exhibit A of Ordinance 67059, the Third Amendment contained in Exhibit A of Ordinance 68427 are hereby ratified and approved. The Fourth Amendment, attached hereto as Exhibit A, is hereby approved and the Redevelopment Agreement, the First Amendment, the Second Amendment, and the Third Amendment and all exhibits attached thereto and all Redevelopment Projects set forth therein are hereby deemed amended in accordance with the Fourth Amendment.

SECTION TWO. The Contract for Sale of Real Estate attached hereto as Exhibit B, is hereby approved.

SECTION THREE. The Mayor and Comptroller of the City and all other officers, agents, representatives and employees of the City are hereby authorized to take any and all actions as may be deemed necessary, desirable, convenient or proper to carry out and comply with the intent of this Ordinance with regard to the implementation of the Redevelopment Plan, the Redevelopment Agreement and the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Contract for Sale of Real Estate and to execute and deliver for and on behalf of the City all certificates, instruments or other documents as may be necessary, desirable, convenient or proper to carry out the matters herein authorized.

SECTION FOUR. The Mayor and the Comptroller or their designated representatives are hereby further authorized and directed to make any changes to the documents and instruments approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary, desirable, convenient or proper in order to carry out the matters herein authorized.

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

SECTION SIX. This being an ordinance involving the sale, rehabilitation and financing of property and necessary for the immediate preservation of the public peace, health and safety, it is declared to be an emergency measure as defined by Article IV,

Sections 19 and 20 of the Charter of the City of St. Louis and shall take effect and be in force from and after its adoption and approval by the Mayor.

EXHIBIT A

1. Section 2.D(ii) to the Redevelopment Agreement and First Amendment approved in Exhibit A to Ordinance Number 65857 and Ordinance 66431 and Ordinance 67059 shall be deleted and a new Section 2.D (ii) shall be inserted as follows:

"(ii) (a) The City and the Developer shall enter into a contract for sale of real estate for 634 N. Grand ("Contract for Sale of Real Estate"). The form of the Sale Contract shall be as set forth in Exhibit B to Ordinance _____ (BB # ____). The City and Developer shall cooperate in endeavors to identify an alternate entity to purchase and develop 634 N. Grand in accordance with the Redevelopment Plan ("Alternate Purchaser"), and that, if such Alternate Purchaser is identified and if the price to be paid by such purchaser is in excess of $3,200,000, the purchase price payable to the City shall be increased by such excess.

(b) Concurrently with the closing of the sale and upon payment to the City in full of the purchase price for 634 N. Grand, the City will provide the Developer with a $500,000 non-interest bearing note (the "City Note") which City Note shall not be applied to the purchase price for 634 N. Grand. The City Note shall be payable, subject to annual appropriation, in equal annual installments commencing on the December 31st first following the Closing Date and each December 31 thereafter until the City Note matures; such City Note shall mature on the date of the latest maturity of any of the TIF Obligations or upon earlier payment of $500,000, provided, however, that the Developer may use the City Note as additional collateral for the repayment of the TIF Obligations under the TIF Ordinance once the purchase price has been paid in full in accordance with the Contract for Sale of Real Estate.

(c) Developer may allocate some or all of the $350,000 of TIF Obligations in the form of Series B Notes to assist in financing the purchase or development of 634 N. Grand by an Alternate Purchaser. Should an Alternate Purchaser not require the use of some or all of the such Notes for such purposes, said Notes may be allocated by Developer to other costs associated with other Redevelopment Projects; any reallocations among Redevelopment Projects will be subject to the restrictions on adjusting the amount of TIF Obligations among the Redevelopment Projects as set forth in the TIF Redevelopment Plan."

2. Section 2.F to the Redevelopment Agreement and First Amendment approved in Exhibit A to Ordinance Number 65857 and Ordinance 66431 and Ordinance 67059 shall be deleted and a new Section 2.E shall be inserted as follows:

"F. Excusable Delay. The Developer shall give the City written notice of Excusable Delay; provided, however, that all duties and obligations of the City hereunder and under the Approving Ordinances and the Redevelopment Plan shall cease and terminate on December 31, 2004, unless the Developer (or a Sub-Developer) has, on or before such date, commenced construction of the first Redevelopment Project. As set forth in Section 2.C.(iii), the Developer has further to complete (or cause to be completed) construction of the Phase I Redevelopment Projects to be undertaken by the Developer (or Sub-Developers as appropriate) as described in the Redevelopment Plan (other than the SLU Arena) no later than December 31, 2010. The time schedules set forth in this paragraph and in Exhibit D may be extended for Excusable Delay, as defined herein, or may be extended pursuant to any extension granted pursuant to Section 2.C.(viii)(b); provided, however that the completion date for all of the Phase I Redevelopment Projects (other than the SLU Arena) shall not extend beyond December 31, 2014."

3. The existing Exhibit D-1 and Exhibit D-2 to the Redevelopment Agreement and First Amendment, Second Amendment, and Third Amendment approved in Exhibit A to Ordinance 65857, Ordinance 66431,Ordinance 67059, and Ordinance 65875 shall be deleted and a new Exhibit D-1 and Exhibit D-2 shall be inserted as follows:

EXHIBIT D-1 (to Redevelopment Agreement)
PHASE I REDEVELOPMENT PROJECTS
Allocable Amount of TIF Obligations

Series A Notes

1. SLU Arena _____$ 8,000,000 (not to exceed when added to related Series B Notes and the amount the on deposit in the SLU EATs account and any amount that is to be covered upon refinancing due

to a change in interest rates)

Series B Notes

1.	SLU Arena	$ 1,855,000
2.	Woolworth's	$ 1,850,000
3.	District Expenses and Reimbursements	$ 750,000
4.	P.W. Shoe Lofts (residential/retail)	$ 650,000
5.	Sweetie Pie's Restaurant & Banquet Center	$ 600,000
6.	Metropolitan Building	$ 500,000
7.	634 N. Grand	$ 3,200,000
8.	Medinah	$ 3,000,000
9.	Humboldt	$ 1,175,000
10.	Beaux Arts Building	$ 1,500,000
11.	Other Retail, Mixed Use or Residential Projects (as Approved by the Board of Estimate and Apportionment)	$ 2,060,000

GRAND TOTAL SERIES B NOTES: $17,140,000

Series C Notes

1.	District Improvements	$ 2,700,000
2.	Olive West Housing (land assembly)	$ 2,500,000
3.	Olive West Housing (development)	$ 2,000,000
4.	Phase I Retail Mixed Use (Grand and Lindell)	$ 2,500,000
5.	Garage I ($2,150 per space for 1,000 spaces)	$ 2,150,000

GRAND TOTAL SERIES C $11,850,000

Series D Notes

1.	Contemporary Art Museum	$ 2,000,000
2.	Urban Garden	$ 380,000
3.	Charmaine Chapman Community Center	$ 500,000
4.	Village Academy	$ 250,000
5.	Sun Theatre	$1,750,000
6.	African American Museum	$4,000,000

GRAND TOTAL SERIES D NOTES: $8,880,000

EXHIBIT B

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT ("Contract") made and entered into this ____ day of _____, 2009 ("Effective Date"), by and between GRAND CENTER, INC., a Missouri not for profit corporation, ("Purchaser"), and the CITY OF ST. LOUIS, a municipal corporation of the State of Missouri, ("Seller").

WITNESSETH, THAT:

WHEREAS, Seller is the owner of that certain parcel of real estate and all improvements thereon commonly known and numbered as 626-634 N. Grand, St. Louis, Missouri, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference as if fully set out, ("Property"); and

WHEREAS, Seller and Purchaser are parties to that certain Redevelopment Agreement dated as of April 24, 2003, as amended on May 23, 2005, as amended on July 11, 2006 and as amended on August 27, 2009 and as may be amended from time to time (the "Redevelopment Agreement"); and

WHEREAS, pursuant to the terms of the Redevelopment Agreement Seller desires and agrees to sell and Purchaser desires and agrees to purchase the Property; and

WHEREAS, pursuant to the terms of the Redevelopment Agreement Seller and Purchaser have identified an alternative purchaser, 634 N Grand, LLC, to whom this Contract may be assigned subject to the terms of said Redevelopment Agreement, as amended, and to this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, promises and conditions herein contained, the parties agree as follows:

1. Sale: For the consideration hereinafter set forth and upon all the terms, provisions and conditions and at the times herein contained, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, the Property.

2. Purchase Price: Purchaser shall pay to Seller the sum of Three Million Two Hundred Thousand and No/100 Dollars ($3,200,000.00) (the "Purchase Price"), which sum shall be payable at closing by cashier's check, wire or other immediately available funds.

3. Contingencies in Favor of Purchaser: This Contract and the obligations of Purchaser hereunder are subject to the satisfaction of the contingencies set forth in the following Subsections of this Section 3, each of which shall be fulfilled no later than one hundred twenty (120) days from the Effective Date of this Contract, unless extended by Seller's Board of Estimate and Apportionment in the sole discretion of said Board. Any request for such an extension shall be in writing and within the one hundred twenty (120) days), as aforesaid. All of the contingency periods shall begin to run as of the Effective Date unless otherwise expressly provided. If at any time within the contingency period the applicable contingency is not satisfied, or will not be satisfied, as determined in Purchaser's reasonable discretion, Purchaser may notify Seller in writing no later than 5:00 p.m. on the last day of such contingency period that it desires to terminate this Contract and upon such termination, this Contract shall be null and void. Notwithstanding the foregoing, in the event of failure by Purchaser to notify Seller within such time of the waiver or satisfaction of the contingency or the termination of the Contract pursuant to such contingency, such contingency shall be deemed not to have been waived nor satisfied and this Contract shall automatically be terminated. Purchaser may affirmatively waive any contingencies at any time prior to one hundred twenty (120) days from the Effective Date of this Contract by written notice.

(a) Title: Within ten (10) days of the Effective Date, Purchaser, at Purchaser's sole cost and expense, shall order a commitment (and copies of all instruments reflected as exceptions thereon) (the "Commitment") from the Title Company to issue as of closing hereunder an ALTA Owner's Policy of Title Insurance covering the Property and providing full extended coverage over all general and special title exceptions except Permitted Exceptions (as hereinafter defined). At closing, Seller shall remove the liens of all mortgages, deeds of trust and other security instruments against the Property reflected upon the Commitment. Purchaser shall have thirty (30) days after receipt of the Commitment to deliver written notice to Seller of any objections that Purchaser may have to the state of title of the Property. If no notice of objection is given, all items (other than liens of mortgages, deeds of trust and other security instruments which Seller shall remove as of closing) listed as special exceptions on the Commitment shall be deemed "Permitted Exceptions." In the event Purchaser objects to the state of title and Seller is unable to satisfy any objectionable items to the reasonable satisfaction of Purchaser and the Title Company within thirty (30) days after Seller's receipt of such notice, Purchaser shall either: (i) accept the state of title subject to said objectionable conditions and exceptions without adjustment in the Purchase Price, in which event said conditions and exceptions shall be deemed Permitted Exceptions, or (ii) reject the state of title, in which event this Contract shall be terminated and Purchaser's earnest money shall be refunded in full to Purchaser. Purchaser's failure to reject the state of title under clause (ii) above by written notice within five (5) days after Purchaser is advised of Seller's inability to satisfy any such objectionable matters shall be deemed Purchaser's acceptance of title pursuant to clause (i) above. Notwithstanding anything contained in this Contract to the contrary, in the event necessitated by reason of the exercise of the rights under any of the provisions of this Section 3, the closing (and the obligations of the parties hereto) shall be extended accordingly.

(b) Engineering and Feasibility Reviews: Purchaser shall have performed, at Purchaser's expense, any and all soil tests, environmental studies, surveys and engineering and market studies as it deems necessary or advisable. Seller hereby grants Purchaser and Purchaser's agents and representatives the right, at Purchaser's sole cost and expense, to access and inspect the Property, cause boundary line and topographical surveys to be prepared, take soil samples, conduct boring and environmental tests and such other engineering investigations and inspections as Purchaser may reasonably require. Purchaser shall indemnify and hold Seller harmless from and against any loss, cost and/or expense (including reasonable attorneys' fees and litigation expenses) incurred, sustained by or claimed against Seller by reason of Purchaser's activities upon the Property, and in the event the sale contemplated under this Contract fails to occur for any reason whatsoever, Purchaser shall restore the Property to the same condition existing prior to such activities. In the event Purchaser is

dissatisfied with any such information or results acquired by Purchaser pursuant to this Section 3(b), Purchaser may, at any time prior to the expiration of the contingency period, terminate this Contract, in which event the parties shall be released from all further obligations hereunder.

(c) Survey: Within ten (10) days of the Effective Date, Purchaser shall cause to be ordered, at its sole expense, a current survey of the Property to be performed by a registered land surveyor licensed in the State of Missouri. Such survey shall (a) comply with the minimum standard detail requirements established by the American Congress on Surveying and Mapping and the American Land Title Association and shall be certified to Purchaser and the Title Company to be in compliance with the minimum standards for property boundary surveys of the Division of Geology and Land Survey, Missouri Department of Natural Resources; (b) show the boundary lines and legal description of the Property; (c) specify the area, in square feet, of the Property; (d) show the location of all improvements, fences and driveways on the Property and show no encroachments of boundary and building lines, easements and rights-of-way; (e) show the location and course of all visible and recorded easements and rights-of-way and sewage, water, electricity, gas and other utility facilities and conduits upon or adjacent to or servicing the Property; and (f) show access to public rights-of-way to and from the Property on adjacent streets. Within thirty (30) days of its receipt of the survey, Purchaser shall deliver written notice to Seller of any defects disclosed therein which, in the reasonable judgment of Purchaser, will impair the value of the Property or Purchaser's contemplated use thereof, and Seller shall have thirty (30) days from the date Purchaser delivers such notice to Seller to cure such defects. In the event Seller is unable to effect such cure, Purchaser shall either waive such defect and close the sale contemplated under this Contract or terminate this Contract. The legal description of the Property prepared pursuant to said survey shall be controlling for all purposes hereof.

(d) Beginning as of the Effective Date, Purchaser shall have the right to plan and zone the Property and Purchaser may request and obtain changes to any City of St. Louis ordinances, including but not limited to those relating to any Tax Abatement, TIF District, or Historic Tax Credit approval, in order to make the Purchaser's planned development of the Property into a mixed-use primarily composed of hotel and for-rent or for-sale residential units (the "Development") feasible including finalization of tax incentives provided by Seller. Seller agrees to fully cooperate with Purchaser in this development process. Purchaser shall have one hundred and twenty (120) days to satisfy such conditions, and failing such, Purchaser may, at any time prior to the expiration of the contingency period, terminate this Contract, in which event the parties shall be released from all further obligations hereunder.

4. Assignability in Favor of the Development; Assignability Generally. Notwithstanding anything herein to the contrary, Seller and Purchaser agree that Purchaser shall have the right to offer the Property to 634 N Grand, LLC. ("Project Developer"). In the event that Purchaser and Project Developer come to an agreement whereby Project Developer agrees to purchase the Property and redevelop the same on terms not less than those set forth herein, Purchaser agrees to assign all of its rights under this Contract to Project Developer. Any excess over the Purchase Price paid by Project Developer shall be payable to Seller. Seller and Purchaser agree that, except as provided for in this paragraph, Purchaser shall not assign its rights and duties under this Contract to any third party other than Project Developer without the prior written consent of the Seller's Board of Estimate and Apportionment.

5. Delivery of Documents, etc.: Within ten (10) days following the Effective Date, Seller shall deliver the following to Purchaser, to the extent that the same are in the possession of Seller:

(a) A copy of all recorded plats affecting the Property, or any part thereof;

(b) A copy of all covenants and restrictions affecting the Property, or any part thereof;

(c) A copy of any surveys of the Property;

(d) A copy of any certificates of title, commitments for title insurance or title insurance policies covering the Property, or any part thereof; and

(e) A copy of any engineering, soil and hazardous substances studies made of the Property.

6. No Further Encumbrances by Seller. From and after the Effective Date, Seller agrees that Seller will not, without the prior consent of the Purchaser, enter into any agreement, covenant or other document placing any covenant, restriction or easement on the Property or encumber the Property with any new deeds of trust, mortgages, or other security instruments.

7. Representations of Seller: Seller represents that this Contract has been, and all the documents to be delivered by Seller to Purchaser at closing will be, duly authorized, executed, and delivered by Seller, are or will be legal, valid, and binding obligations of Seller, will be sufficient at closing to convey good and marketable title to Purchaser, are or will be at closing

enforceable in accordance with their respective terms, and do not and will not at closing violate any provision of any agreement to which Seller is a party. Seller further represents that the Property is not the subject of any pending, or to the best of Seller's knowledge, threatened claim, proceeding or litigation. Seller further represents that Seller is not a "foreign person' within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and that Seller will furnish to Purchaser, prior to closing, an affidavit in the form satisfactory to Purchaser confirming same. Seller further represents that there will be no person in possession or occupancy of the Property or any part thereof as of the date of closing, nor will there be any persons who have possessory rights in respect to the Property or any part thereof as of the date of closing. Seller further represents that there are no taxes due on the Property as of the date of closing.

SELLER MAKES NO WARRANTIES AND REPRESENTATIONS AS TO THE CONDITION OF THE PROPERTY. SELLER HEREBY DISCLAIMS ALL WARRANTIES, IMPLIED OR EXPRESS, WRITTEN OR ORAL, AS TO THE REAL ESTATE, ANY IMPROVEMENTS, AND ANY PERSONAL PROPERTY COMPRISING THE PROPERTY. SELLER HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF HABITABILITY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY EXPRESS OR IMPLIED WARRANTY AS TO THE QUALITY OF ANY OF THE PROPERTY, OR ANY OTHER WARRANTY OR REPRESENTATION. THE PROPERTY IS TO BE CONVEYED TO PURCHASER IN ITS "AS IS, WHERE IS" CONDITION. THE SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, AS TO THE SIZE OR ACREAGE OF THE PROPERTY.

PURCHASER HEREBY ACKNOWLEDGES THAT PURCHASER HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION OF SELLER, IMPLIED OR EXPRESS, WRITTEN OR ORAL AS TO THE CONDITION OR QUALITY OF THE PROPERTY AND PURCHASER AGREES TO PURCHASE THE PROPERTY IN ITS "AS IS, WHERE IS" CONDITION.

8. Closing:

(a) The closing of the sale contemplated under this Contract shall occur within one hundred and twenty (120) days after the Effective Date of this Contract or on such other date as the Purchaser and the Seller's Comptroller may agree, provided however, that in no event shall the closing occur after March 31, 2010, unless extended by the Seller's Board of Estimate and Apportionment and Purchaser. The closing shall occur at a location as the parties mutually agree.

(b) At closing, Seller shall execute (where necessary) and deliver to Purchaser the following:

(i) A Quit Claim Deed, in the form attached hereto as Exhibit B, conveying the Property to Purchaser;

(ii) An affidavit required by the title company to remove from Purchaser's Owner's Policy of Title Insurance the standard exceptions for unfiled mechanics' liens, materialmen's liens or other liens for services, labor or materials furnished to or created by Seller and for parties in possession; and

(iii) Possession of the Property subject to Permitted Exceptions.

(c) At closing, the following prorations and adjustments shall be made to the Purchase Price:

(i) Real estate taxes payable in respect of the Property for the calendar year in which the closing occurs shall be prorated, on a calendar year basis. If at the time of the closing, the final current tax bills and assessments for the Property have not been received, then the parties shall prorate on the basis of the most recent available tax bills.

(ii) Purchaser shall pay the cost of recording and filing fees and other fees and costs customarily treated as "closing costs" in the St. Louis Metropolitan Area and shall also pay the cost of any Owner's and Mortgagee's Policies of Title Insurance.

9. Condition at Closing: At closing, possession of the Real Estate shall be delivered to Purchaser in substantially the condition existing as of the Effective Date, excepting normal wear and tear. If the Property is destroyed or materially damaged, or if condemnation proceedings are commenced against the Property between the Effective Date and the closing, Purchaser may terminate this Contract.

10. Remedies:

(a) In the event of default hereunder by Seller, Purchaser shall be entitled to all remedies available at law

or equity, including the right to seek specific performance and/or money damages. In the event of default hereunder by Purchaser, Seller shall be entitled to pursue any remedy available at law or equity, including the right to seek specific performance/and or money damages.

(b) In the case of any legal or equitable action taken by either party in connection with the default of the other party, the prevailing party shall be entitled to recover from the other party all costs and reasonable attorneys' fees incurred in connection therewith.

11. Commissions: The parties hereto each represent to the other that they have not engaged the services of a real estate agent, broker, or salesperson in connection with the transaction contemplated hereunder, and that no commissions, finder's fees or broker's fees are due to any person, firm or entity by reason hereof. The parties further covenant and agree to hold each other harmless by way of indemnification or otherwise from all loss, damage and expense, including attorneys' fees and court costs, incurred by reason of any claim for such commission or fee arising out of the acts of the indemnifying party hereunder.

12. Notices: Any notice-required or permitted to be given-hereunder shall be deemed given (i) on the date written notice is personally delivered or (ii) three (3) business days after deposited with the United States Postal Service, registered or certified mail, return receipt requested, postage prepaid, or (iii) on the first business day after deposited with a national courier guaranteeing overnight delivery, and addressed as follows:

If to Seller: Comptroller, City of St. Louis
ATTN: Asset Manager
Room 311 City Hall
St. Louis, Missouri 63103

With a copy to:

City Counselor
Room 314 City Hall
St. Louis, Missouri 63103

With a copy to:

Armstrong Teasdale LLP
ATTN: Thomas J. Ray
One Metropolitan Square, Suite 2600
St. Louis, Missouri 63102

If to Purchaser: Grand Center, Inc.
ATTN: President
ATTN: Will Zorn
3526 Washington, 2nd Floor
St. Louis, Missouri 63103

with a copy to:

Bryan Cave LLP
ATTN: Linda M. Martinez
One Metropolitan Square, Suite 3600
St. Louis, Missouri 63102

13. Signs: Purchaser may, with the approval of the Seller's Asset Manager, place signs on the Property marketing the development.

14. Non-Discrimination: The Purchaser agrees that, during the term of this Agreement and as an independent covenant running with the land, there shall be no discrimination upon the basis of race, creed, color, national origin, sex, age, marital status or physical handicap in the sale, lease, rental, occupancy or use of any of the Property and said covenant may be enforced by the City; provided, however, the City shall have no affirmative duty to any successor in title to this conveyance to enforce this covenant. The Purchaser further agrees that a provision containing the covenants of this paragraph shall be included in all agreements pertaining to the lease or conveyance or transfer (by any means) of the Property, including but not limited to, the Quit Claim Deed.

15. Binding Effect: This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal and personal representatives, successors and assigns, subject to the Charter and ordinances of the City of St. Louis.

16. Time is of the Essence: It is agreed by and between Seller and Purchaser that time is of the essence in this Contract.

17. Construction and Interpretation: This Contract has been made and entered into in the City of St. Louis, State of Missouri, and shall be governed and construed by and in accordance with the laws of the State of Missouri without giving effect to conflict of laws principles.

18. Computation of Time: If the last day for deposit of earnest money, giving of notice of performance of any obligation or condition hereunder is a Saturday, Sunday or legal holiday in the State of Missouri, then such last day shall be extended to the next succeeding business day thereafter.

19. Severability: Whenever possible, each provision of this Contract and any other related document shall be interpreted in such manner as to be valid under applicable law, but if any provision of any of the foregoing shall be invalid or prohibited under such applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision, or the remaining provisions of this Contract.

20. Section Headings: The headings of the sections and paragraphs in this Contract are inserted solely for convenience of reference and are not intended to govern, limit, or aid the construction of any term or provision hereof.

21. Waiver: No claim of waiver, consent, or acquiescence with respect to any provision of this Contract shall be made against any party hereto except on the basis of a written instrument executed by or on behalf of such party.

22. Further Actions: Purchaser and Seller agree to execute such further documents and take such further actions as may reasonably be required to carry out the provisions and intent of this Contract or any agreement or document related hereto or entered into connection herein.

23. Counterparts: This Contract may be signed in any number of counterparts and signature to any one counterpart shall be deemed signature to all counterparts, which when taken together shall constitute one contract.

24. Survival: Those provisions of this Contract which relate to warranties including but not limited to Section 7, and post-closing calculations or post closing performances required of Seller and Purchaser shall survive the Closing.

25. Entire Agreement: This Contract constitutes the entire agreement between the parties and no amendment made be made, unless in writing and signed by the parties hereto.

26. Sales Commission Warranty: Purchaser and Seller hereby acknowledge that certain officers, directors, stockholders, employees, and/or agents of the other are licensed real estate brokers and/or agents, and that any involvement by such persons in this transaction is for their own account without commission. No commission is owed by Seller to Purchaser as a result of the transaction contemplated in this Contract.

27. Recording: Purchaser shall have a right to record a copy of this Contract or a short form Memorandum of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract in the City of St. Louis, State of Missouri, as of the Effective Date.

SELLER:
THE CITY OF ST. LOUIS,
a municipal corporation of the state of Missouri

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

PURCHASER:
GRAND CENTER, INC.,
a Missouri non-for-profit corporation

By: _____
Vincent C. Schoemehl, Jr., President

APPROVED AS TO FORM:

_____
Patricia Hageman, City Counselor

Exhibit A
Legal Description of Property
[Follows]

Exhibit B
Form of Quit Claim Deed
[Follows]

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT:	Quit Claim Deed
DATE OF DOCUMENT:	_____, 20____
GRANTOR:	The City of Saint Louis
Mailing Address:	1200 Market Street St. Louis, Missouri 63103
GRANTEE:	_____
Mailing Address:	_____ _____
LEGAL DESCRIPTION:	See Exhibit A on Page 5 Hereof
REFERENCE BOOK & PAGE:	N/A

QUIT CLAIM DEED

THIS DEED is made and entered into this ____ day of _____, 20____, by and between **THE CITY OF SAINT LOUIS,** a municipal corporation of the State of Missouri, with an address of 1200 Market Street, St. Louis, Missouri 63103, the Grantor, and _____, a Missouri _____ with an address of _____, the Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said Grantee, the sufficiency and receipt of which is hereby acknowledged, does by these presents **REMISE, RELEASE AND FOREVER QUIT CLAIM** unto the said Grantee, the following described Real Estate in the City of St. Louis, State of Missouri, to wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE

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

The Grantee agrees that there shall be no discrimination upon the basis of race, creed, color, national origin, sex, age, marital status or physical handicap in the sale, lease, rental, occupancy or use of any of the Property and said covenant may be enforced by the Grantor; provided, however, the Grantor shall have no affirmative duty to any successor in title to this conveyance to enforce this covenant. The Grantee further agrees that a provision containing the covenants of this paragraph shall be included in all agreements pertaining to the lease or conveyance or transfer (by any means) of the Real Estate.

IN WITNESS WHEREOF, the parties have executed these presents as of the day and year first above written.

Grantor:

The City of Saint Louis,
a municipal corporation of the State of Missouri

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

Approved as to form:

By: _____
Patricia Hageman, City Counselor

Attest:

By: _____
Parrie L. May, City Register

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

On this _____ day of _____, 20____, before me appeared Francis G. Slay and Darlene Green to me personally known, who being by me duly sworn did say that they are the Mayor and the Comptroller of The City of Saint Louis, respectively, and that they are authorized to execute this Quit Claim Deed on behalf of The City of Saint Louis under the authority of Ordinance 65026 and acknowledge said instrument to be the free act and deed of The City of Saint Louis.

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

_____
Notary Public

My Commission Expires:

_____

Grantee:
_____,
a Missouri_____

By: _____
_____, _____

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

On this _____ day of _____, 20___, before me appeared _____, to me personally known, who being by me duly sworn did say that he is the _____ of _____, a Missouri_____, and that he is authorized to execute this Quit Claim Deed on behalf of said corporation under the authority of its Board of Directors, and acknowledges that he executed said instrument as his free act and deed.

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

_____

Notary Public

My Commission Expires:

_____

EXHIBIT A

[Insert Legal Description]

Approved: December 14, 2009

ORDINANCE #68533
Board Bill No. 236

An Ordinance amending Ordinance Numbers 65857 and 66431 and 67059 and 68429 and 68532 (Board Bill #233) pertaining to the Grand Center Redevelopment Area approving a Tax Increment Financing Redevelopment Agreement for the Grand Center Redevelopment Area; approving a fifth Amendment to the Redevelopment Agreement contained in Exhibit A to such Ordinances; prescribing other matters and making findings with respect thereto;; authorizing certain actions by City officials; and containing a severability clause and an emergency clause.

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

WHEREAS, pursuant to Ordinance No. 65703 approved November 15, 2002, the Board of Aldermen did approve a Redevelopment Plan dated August 2, 2002, as amended (the "Redevelopment Plan") for the Grand Center Redevelopment Area (the "Redevelopment Area") which provides for development of: (a) District Theaters, Museums and Arena Redevelopment Projects; (b) District Parking Redevelopment Projects; (c) District Green Space and Public Improvement Redevelopment Projects; (d) District Education and Housing Redevelopment Projects; (e) District Historic Rehabilitation Redevelopment Projects; and (f) District Retail and Mixed Use Redevelopment Projects (the entire proposal for redevelopment as described in the Redevelopment Plan being hereinafter referred to as a series of "Redevelopment Projects"); and

WHEREAS, the City's Board of Aldermen did duly consider and adopt Ordinance No. 65857 on February 25, 2003 authorizing execution of a redevelopment agreement by and between the City and Grand Center, Inc. ("Developer"), and the City did, pursuant to said ordinance, enter into a Redevelopment Agreement dated April 24, 2003 with the Developer (the "Redevelopment Agreement") in order to implement the Redevelopment Plan and the Redevelopment Projects therein; and

WHEREAS, as implementation of the Redevelopment Plan and the Redevelopment Agreement progressed, it became evident that certain changes were required, and the Developer requested certain amendments to the Redevelopment Agreement and the City's Board of Alderman did duly consider and adopt Ordinance No. 66431 in July, 2004 authorizing execution of an Amendment to the Redevelopment Agreement (the "First Amendment") and did duly consider and adopt Ordinance No. 67059 in March, 2006 authorizing execution of a second Amendment to the Redevelopment Agreement (the "Second Amendment") and did duly consider and adopt Ordinance No. 68429 in July, 2009 authorizing execution of a third Amendment to the Redevelopment Agreement (the "Third Amendment") and did duly consider and adopt Ordinance No. _____(Board Bill #_____) in November and December, 2009 authorizing execution of a third Amendment to the Redevelopment Agreement (the "Fourth Amendment") by and between the City and the Developer; and

WHEREAS, as implementation of the Redevelopment Plan and the Redevelopment Agreement (as amended by the First Amendment, the Second Amendment and the Third Amendment) has continued to progress, and (i) certain Redevelopment Projects can be completed with lower TIF Allocation amounts and certain other Redevelopment Projects cannot be completed without TIF Allocation amounts, certain additional changes are required, and (ii) certain terms concerning the sale of the property at 634 N. Grand need to be modified in connection with the proposed ultimate redevelopment of said property, and as a result the Developer has requested certain additional amendments to the Redevelopment Agreement; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Fifth Amendment to the Redevelopment Agreement attached as Exhibit A hereto (the "Fifth Amendment") are acceptable and that the execution, delivery and performance by the City and the Developer of their respective obligations under the Redevelopment Agreement, as amended are in the best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in

the Act and the Redevelopment Plan; and

WHEREAS, the Board of Aldermen hereby determines that modifying terms of the sale of the property at 634 N. Grand from City to Developer in accordance with a certain Contract for Sale of Real Estate is in the best interests of the City.

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

SECTION ONE. The Redevelopment Agreement contained in Exhibit A to Ordinance 66857, the First Amendment contained in Exhibit A to Ordinance 66431, the Second Amendment contained in Exhibit A of Ordinance 67059, the Third Amendment contained in Exhibit A of Ordinance 68427, the Fourth Amendment contained in Exhibit A of Ordinance _____ (Board Bill #_____) are hereby ratified and approved. The Fifth Amendment, attached hereto as Exhibit A, is hereby approved and the Redevelopment Agreement, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment and all exhibits attached thereto and all Redevelopment Projects set forth therein are hereby deemed amended in accordance with the Fifth Amendment.

SECTION TWO. The Mayor and Comptroller of the City and all other officers, agents, representatives and employees of the City are hereby authorized to take any and all actions as may be deemed necessary, desirable, convenient or proper to carry out and comply with the intent of this Ordinance with regard to the implementation of the Redevelopment Plan, the Redevelopment Agreement and the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Contract for Sale of Real Estate and to execute and deliver for and on behalf of the City all certificates, instruments or other documents as may be necessary, desirable, convenient or proper to carry out the matters herein authorized.

SECTION THREE. The Mayor and the Comptroller or their designated representatives are hereby further authorized and directed to make any changes to the documents and instruments approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary, desirable, convenient or proper in order to carry out the matters herein authorized.

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

SECTION FIVE. This being an ordinance involving the sale, rehabilitation and financing of property and necessary for the immediate preservation of the public peace, health and safety, it is declared to be an emergency measure as defined by Article IV, Sections 19 and 20 of the Charter of the City of St. Louis and shall take effect and be in force from and after its adoption and approval by the Mayor.

EXHIBIT A

1. Section 1 to the Redevelopment Agreement and First Amendment approved in Exhibit A to Ordinance Number 65857 and Ordinance 66431 and Ordinance 67059 shall be amended by inserting the following definition:

"Additional Revenues" means all revenues received by the City from the following taxes enumerated below imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels located at 634 N. Grand within the Redevelopment Area, which taxes do not constitute EATs and which shall be deposited in the Hotel Revenue Fund of the Special Allocation Fund for a ten year period and dedicated to the developer or sub-developer of 634 N. Grand on a "pay as you go basis" to be paid no more frequently than semi-annually and in each case less the costs of collection thereof and excluding (i) any amount paid under protest until such protest is withdrawn or resolved against the taxpayer or (ii) any such amount received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum:

(a) the general municipal sales tax levied pursuant to Ordinance No. 62884, or any successor thereto;

(b) the general municipal sales tax levied pursuant to Ordinance No. 55497, as amended by Ordinance Nos. 57179 and 57979, or any successor thereto;

(c) the transportation sales tax levied pursuant to Ordinance No. 56553, or any successor thereto;

(d) the capital improvements sales tax levied pursuant to Ordinance No. 62885, or any successor thereto; and

2. Section 2.E to the Redevelopment Agreement and First Amendment approved in Exhibit A to Ordinance Number 65857 and Ordinance 66431 and Ordinance 67059 shall be amended by inserting the following at the end of the section:

"Notwithstanding anything contained herein to the contrary, the City and its agencies shall have the right to grant ten (10) years of tax abatement in connection with any Redevelopment Project related to the property located at 634 N. Grand and related parking and parking lot improvements."

3. Section 8 to the Redevelopment Agreement and First Amendment approved in Exhibit A to Ordinance Number 65857 and Ordinance 66431 and Ordinance 67059 shall be deleted and a new Section 8 shall be inserted as follows:

Section 8. Special Allocation Fund: Collection and Use of TIF Revenues and Additional Revenues.

A. Creation of Special Allocation Fund. The City agrees to cause the appropriate officer to maintain the Special Allocation Fund. Subject to the requirements of the TIF Act, the City shall promptly, upon receipt thereof, deposit the TIF Revenues and the Additional Revenues into the Special Allocation Fund.

B. Application of TIF Revenues and Additional Revenues. The City hereby agrees for the term of this Agreement to apply the TIF Revenues and any taxes, fees or assessments subsequently enacted and imposed in substitution therefor and allocable to the Special Allocation Fund under the TIF Act, or under successor statutes, to the repayment of TIF Obligations as provided in Section 7 above and as provided in the Note Ordinance. The City hereby agrees for the term of this Agreement to apply the Additional Revenues and any taxes, fees or assessments subsequently enacted and imposed in substitution therefor and allocable to the Special Allocation Fund as provided in the definition of Additional Revenues.

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

(i) The City and the Developer (and any applicable Sub-Developer) agree to cooperate and take all reasonable actions necessary to cause the TIF Revenues and Additional Revenues to be paid into the Special Allocation Fund, including the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement.

(ii) The Developer (or its successor(s) in interest as an owner or owner(s) of the affected portion(s) of the Redevelopment Area and any applicable Sub-Developer) shall require any "seller" (as that term is defined in Section 144.010(10) of the Missouri Revised Statutes, as amended), located in the Redevelopment Area following completion of the work which has multiple business operations within the City to separately identify and declare all sales taxes originating within the Redevelopment Area and to provide such additional information regarding other sources of sales taxes within the City as may be required to determine the allocation of new sales taxes attributable to the Redevelopment Area during relevant reporting periods for purposes of compliance with this Agreement and the Act.

(iii) To further assist the City in calculating TIF Revenues and Additional Revenues, the Developer (and any applicable Sub-Developer) shall deliver the information related to its Redevelopment Project(s) and shall use all reasonable efforts to complete and submit the form set forth in Exhibit H in order to:

(a) Supply federal and state identification numbers;

(b) Supply or cause to be promptly supplied to the City, copies of statements of earnings, payroll and gross receipts taxes paid (on Business Return Form 234, W-10, P-10 and City Gross Receipt Tax Report or successor forms) and copies of State sales tax returns filed with

the Missouri Department of Revenue (on Form 53-1 or successor form) promptly after filing by "sellers" (as that term is defined in Section 144.010(10) of the Missouri Revised Statutes, as amended) located on the Project Parcels;

(c) Supply or cause to be promptly supplied to the City, copies of monthly invoices received for utility services subject to taxation provided to the Project Parcels, including, but not limited to electric, natural gas, cable and telephone services; and

(d) Request any purchaser or transferee of real property located within the Project Parcels and any lessee or other user of real property located within the Project Parcels, to designate sales subject to sales taxes pursuant to Chapter 144 of the Revised Statutes of Missouri, as amended, to be reported as originating from the Redevelopment Area to the fullest extent permitted by law (including reasonable efforts to negotiate for the inclusion of a clause so providing in the leases or sale contracts relating to the Project Parcels, and to provide the information required pursuant to Section 8.D.(i)-(iii) above.

So long as TIF Obligations are outstanding, the Developer (and any applicable Sub-Developer) shall cause the agreements in this Section to be a covenant running with the land which shall be enforceable as if such purchaser, transferee, lessee or other user of the Project Parcels were originally a party to and bound by this Agreement.

D. Certificate of Total Initial Equalized Assessed Value. Within sixty (60) days following the date of execution of this Agreement, the City shall provide to the Developer a true, correct and complete copy of the St. Louis Assessor's calculation of the total assessed value of all taxable property within the Redevelopment Area for the calendar year ending December 31, 2001, determined pursuant to Section 99.845.1 of the Act.

E. Certificate of Initial Economic Activity Tax Revenues. Within sixty (60) days following the date of execution of this Agreement, the City shall provide to Developer a certification of the total additional revenues from taxes which were imposed by the City or other taxing districts (as the term is defined in Section 99.805(16) of the Act) for economic activities within the Redevelopment Area in the calendar year ending December 31, 2001, other than and excluding any taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments and personal property taxes, other than payment in lieu of taxes.

Approved: December 14, 2009

ORDINANCE #68534
Board Bill No. 224

An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute, upon receipt of and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, a Quit Claim Deed to remise, release and forever quit-claim unto Washington Metropolitan A.M.E. Zion Church Incorporation, a Missouri non-profit corporation, certain City-owned property located in City Block 1024, which property is known as 3040 Delmar Avenue, and containing an emergency clause.

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

SECTION ONE. The Mayor and Comptroller are hereby authorized and directed to execute, upon receipt of and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, a Quit Claim Deed, attached hereto as Exhibit A, to remise, release and forever quit-claim unto Washington Metropolitan A.M.E. Zion Church Incorporation, a Missouri non-profit corporation, certain City-owned property located in City Block 1024, which property is known as 3040 Delmar Avenue , and which is more fully described in said Exhibit A.

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

Exhibit A

QUIT CLAIM DEED

THIS DEED, made and entered into this _____ day of _____ 2009, by and between the City of Saint Louis, a municipal corporation of the State of Missouri, 1200 Market Street, St. Louis, Missouri 63103, (Grantor), and Washington Metropolitan A.M.E. Zion Church Incorporation, a Missouri non-profit corporation, whose address is 613 N. Garrison Avenue, St. Louis, Missouri 63103, (Grantee).

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

See Exhibit A attached hereto and incorporated into this deed.

Subject to restrictions, covenants, and easements of record.

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

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

THE CITY OF SAINT LOUIS
(Grantor)

BY: _____
Francis G. Slay
Mayor

BY: _____
Darlene Green
Comptroller

Approved as to form:

_____
Stephen J. Kovac
Deputy City Counselor

Attest:

_____
Parrie L. May
City Register

WASHINGTON METROPOLITAN A.M.E.
ZION CHURCH INCORPRATION
(Grantee)

By: _____
Rev. Anthony Witherspoon

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

On this _____ day of _____ 2009, before me appeared Francis G. Slay and Darlene Green to me personally known, who being by me duly sworn did say that they are the Mayor and the Comptroller of the City of Saint Louis, respectively, and that they are authorized to execute this Quit-Claim Deed on behalf of the City of Saint Louis under the authority of Ordinance _____ and acknowledge said instrument to be the free act and deed of the City of Saint Louis.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid,

the day and year first above written.

_____
Notary Public

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

On this _____ day of _____ 2009, before me appeared Rev. Anthony Witherspoon, to me personally known, who being by me duly sworn did say that he is a director of Washington Metropolitan A.M.E. Zion Church Incorporation and that he is authorized to execute this Quit-Claim Deed on behalf of said corporation under the authority of its board of directors, and acknowledged that he executed said instrument as his free act and deed.

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

_____
Notary Public

Exhibit A

A tract of land in City Block 1024 St. Louis, Missouri, and being part of Lots 19 through 36 of Block 59 of Stoddard's Addition and being more particularly described as follows:

Beginning at the Northwestern corner of City Block 1024, being the point of intersection of the Eastern line of Cardinal Avenue (60 feet wide), with the Southern line of Delmar boulevard (80 feet wide); thence Southeastwardly along the Southern line of said Delmar Boulevard 451.12 feet to the Northeastern corner of said City Block 1024, being the point of intersection of the Southern line of said Delmar Boulevard with the Western line of Garrison Avenue (60 feet wide); thence Southwardly along the western line of said Garrison Avenue, which line makes a counterclockwise angle with the last mentioned line of 89° 59' 30", a distance of 124.69 feet to a point on the Northern line of a 15 foot wide alley; thence Westwardly along the Northern line of said alley making a counterclockwise angle with the last mentioned line of 89° 59' 30", a distance of 451.16 feet to a point on the Eastern line of the aforementioned Cardinal Avenue; thence Northwardly along the Eastern Line of said Cardinal Avenue, making a counterclockwise angle with the last mentioned line of 89° 59' 30" a distance of 124.56 feet to the point of beginning and containing 56,223 square feet or 1.291 acres, more or less, commonly known as and numbered 3040 Delmar Blvd. Parcel ID 1024-00-00100

Approved: December 15, 2009