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**NORTHSIDE REGENERATION
TAX INCREMENT FINANCING (TIF)
REDEVELOPMENT PLAN**

Submitted By
NORTHSIDE REGENERATION, LLC

Submitted September 8, 2009
Amended September 16, 2009

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- Data and Analysis of Conditions Representing a “Blighted Area” for Northside Redevelopment Area
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1. INTRODUCTION

Overview of Redevelopment Area

The NorthSide Redevelopment Area (the “Redevelopment Area”), contains approximately 4,609 parcels comprising approximately 1,100 acres of land (excluding rights-of-way) located for the most part immediately north of Downtown St. Louis. If rights-of way are included the Area contains approximately 1,500 acres. The Area is generally bounded by N. Grand Blvd. and Glasgow Avenue to the west, Natural Bridge Avenue and Palm Street to the north, North Florissant Avenue and Interstate 70 to the east, and an irregular boundary roughly following Delmar Boulevard and Dr. Martin Luther King Drive to the south with an extension to Interstate 64/Highway 40. (A legal description of the Redevelopment Area is provided in Appendix A). The Redevelopment Area does not include any parcel or property, which has previously been designated as a redevelopment area under a tax increment financing redevelopment plan approved by the Board of Aldermen of the City of St. Louis.



Aerial Photograph of Redevelopment Area.

Purpose of Redevelopment Plan

This NorthSide Redevelopment Plan is a plan prepared for the City of St. Louis (the “City”), in conjunction with Northside Regeneration, LLC, a Missouri limited liability company, and including its successors and assigns (the “Developer”), for the redevelopment of a portion of the north side of the City.

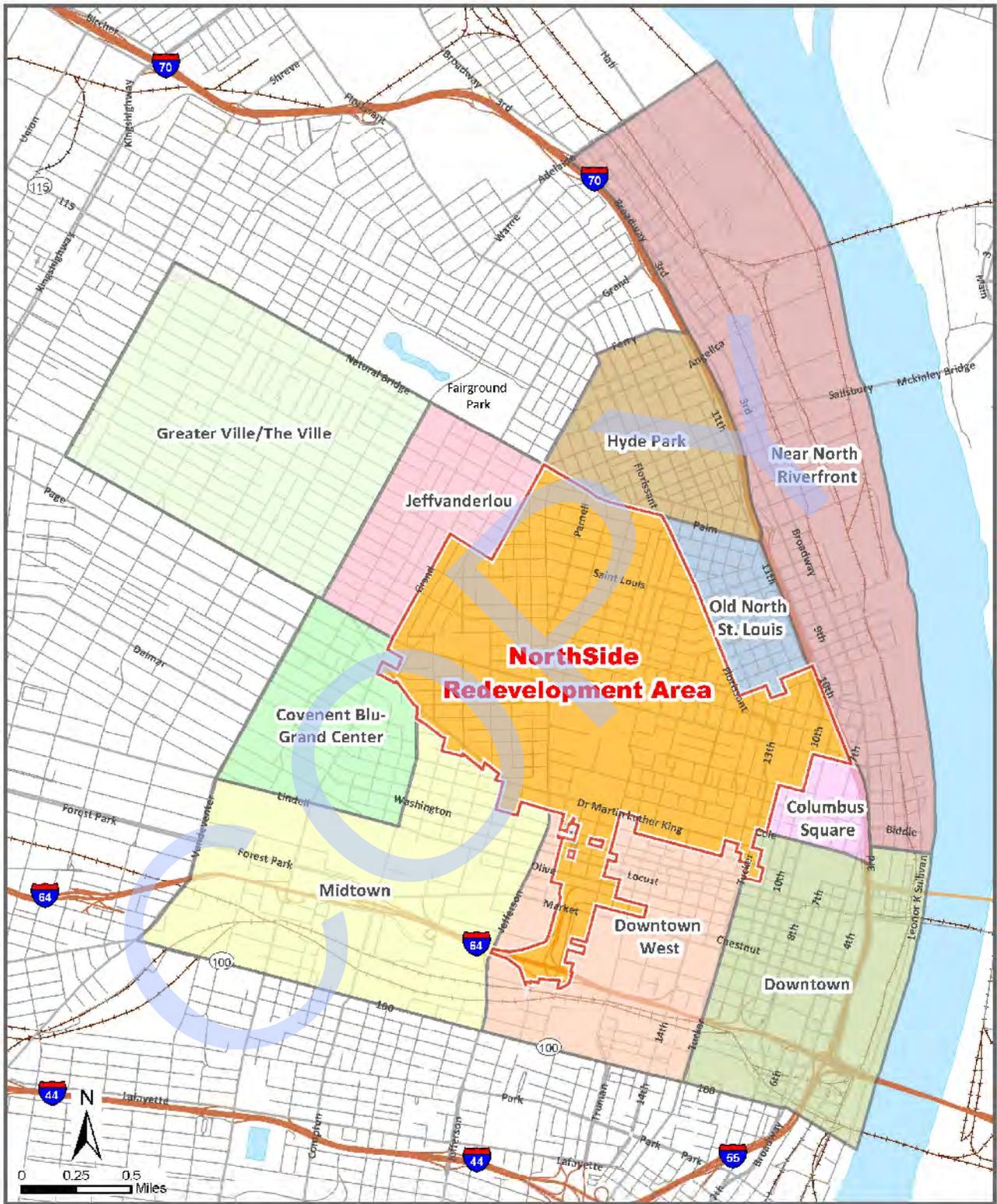
Implementation of the NorthSide Redevelopment Plan represents a unique opportunity to revitalize and redevelop one of the largest blighted areas in the City, as well as providing a model for creating a modern sustainable community for the 21st century. The Redevelopment Area was predominantly platted and developed between 1840 and 1860. This was a boom period for St. Louis, which saw the population skyrocket from 16,469 in 1840 to 160,733 in 1860. This rapid expansion in the Redevelopment Area primarily occurred outside the limits and control of the City, which didn’t expand its corporate limits to just west of Grand Avenue until 1855.

Today, the Redevelopment Area is clearly showing its age. Although there are institutions, businesses and residences that are clearly suitable for preservation, significant portions of the Redevelopment Area, approximately forty-four percent (44%), are vacant or contain vacant structures. Such vacant property is a reflection of the age of deteriorating building stock. The infrastructure (sewers, utilities, and roads) in the Redevelopment Area are also largely outdated and incapable of supporting the needs of modern development.

The vacancy and disinvestment in the Redevelopment Area has a detrimental impact on the ongoing revitalization efforts of adjacent neighborhoods. To the east are the Old North St. Louis neighborhood and revitalization efforts in the North Riverfront Business Corridor that are being supported by the City. To the south are the Downtown St. Louis neighborhood and the continuing creation of residential lofts and other developments. To the west are Grand Center and the revitalization of The Ville and the Greater Ville neighborhoods. To the north is the ongoing revitalization of the Hyde Park neighborhood. Thus, the preponderance of the Redevelopment Area has become a hole in the center of these important revitalization efforts. The replacement of this void with new infill and large-scale mixed-use development will provide an important boost and stimulus for these adjacent revitalization efforts.

Finally, the size, age and vacancy rate of the Redevelopment Area represent a unique opportunity to create a model of a 21st century sustainable community, which can:

- incorporate a full range of mixed-use development designed to provide employment opportunities, a variety of housing types and price points, education and support services, and recreation/entertainment offerings;
- offer a variety of transportation choices;
- create an open space system that connects to the existing open space network, builds community and promotes good environmental stewardship practices; and
- offer a utility infrastructure that is anticipated to reduce costs, promote “green” buildings and development, reduce the carbon footprint of development, and foster self-sustaining energy sources.



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In summary, the Redevelopment Plan provides an unprecedented opportunity to rehabilitate and revitalize a large deteriorated portion of North St. Louis, to serve as a further catalyst for adjacent revitalization efforts, as well as create a unique model of a 21st century sustainable community.

Summary of Redevelopment Plan

The Plan for the revitalization of the Redevelopment Area has a number of important components:

Employment Hubs – The Plan anticipates the creation of three (3) major employment hubs (see Concept Plan on following page). The first employment hub is to be located between I-64 and Olive Street at the terminus of the Gateway Mall. This hub is intended to provide a new gateway to the Redevelopment Area and the western portion of Downtown, as well as creating a signature terminus for the Gateway Mall, as called for in the recently completed study of the Gateway Mall.

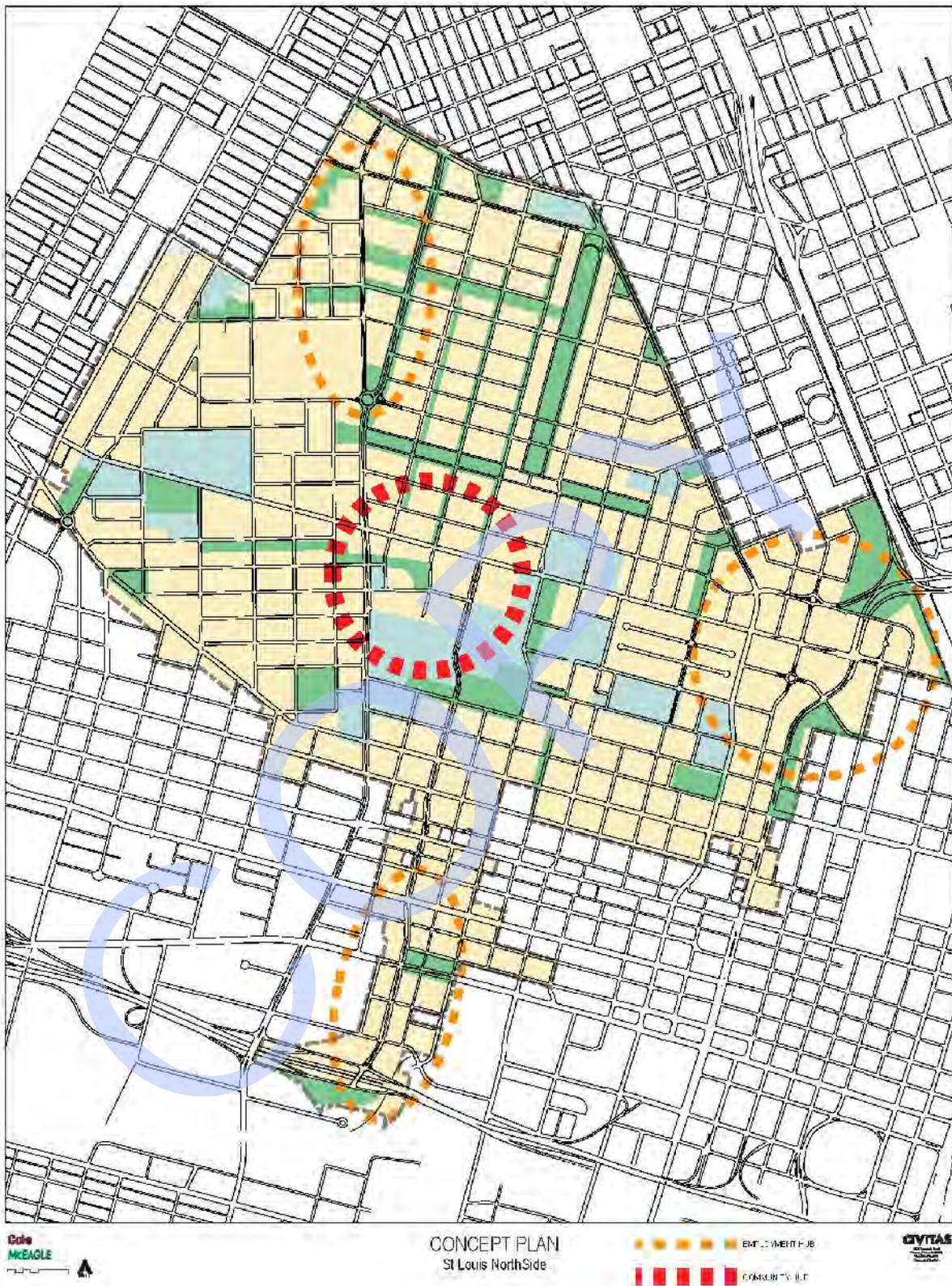
The second employment hub is currently contemplated to be located near I-70 at the western end of the proposed new Mississippi River Bridge. This hub is also intended to provide a very important gateway to Downtown St. Louis and the Redevelopment Area.

The third employment hub is proposed for the triangular area generally between and adjacent to N. Jefferson Avenue and Parnell Avenue. This hub should serve as an entry to the Redevelopment Area from the north and provide an important bridge to other North St. Louis neighborhoods. The hub is expected to be adjacent to the existing Sensient Technologies campus.

In total, up to approximately 4.5 million square feet of office/business space is anticipated to be constructed over time in the Redevelopment Area, primarily focused in these three employment hubs and the community/retail/employment hub to be located on the former Pruitt-Igoe site.

Community/Retail/Employment Hub – It is proposed that the southeast quadrant of N. Jefferson and Cass Avenues (former site of Pruitt-Igoe housing project) will become a major neighborhood and regional mixed-use entertainment hub. This hub is intended to become the active heart of the Redevelopment Area. It is envisioned that this hub may include a new hotel, several small scale office buildings, a grocery store, retail and restaurants; a residential tower on a large park may be constructed on this former public housing site.

Retail – Retail space is proposed to be concentrated as part of mixed-use developments along N. 14th Street, N. Jefferson Avenue, North Florissant Avenue, N. Grand Avenue, and a residential area generally bounded by Washington Avenue, N. 23rd Street, Carr Street, and N. 20th Street.



The above concept plan regarding employment hubs and the community/retail/employment hub is illustrative in nature and is based upon currently contemplated uses. Because some projected events and circumstances may not occur and unanticipated events and circumstances may occur subsequent to the approval of the Redevelopment Plan, the actual size and boundaries of such hubs may differ from the concept plan set forth above.

In total, up to approximately 1 million square feet of retail/entertainment space is projected to be constructed in the Redevelopment Area. The proposed boundaries and contemplated square footage of the office/business space and the retail/entertainment space described above for the employment hubs, the community/retail/employment hub and the retail space may need to be adjusted in the future to address market conditions and demand.

Residential Development – A variety of housing types with a range of price points, including work-force housing, are proposed for the balance of the Redevelopment Area. In total, up to approximately 2,200 new single family homes and townhomes, and up to approximately 7,800 apartments and condominiums may be constructed. Additional residential units may be created from the rehabilitation of existing vacant structures and viable existing residences are anticipated to be retained, whenever possible. It is estimated that up to approximately 3,900 existing residential units could be retained or rehabilitated, although the retention and rehabilitation of the existing residential units will depend upon the condition of such units and the market demand for rehabilitated units.

Use of Tax Increment Financing

To facilitate redevelopment of the Redevelopment Area, it is proposed to use tax increment allocation financing ("TIF") pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800, et seq., RSMo, as amended (the "TIF Act"). TIF has proven to be an effective tool for remedying conditions in "blighted areas" and for encouraging growth and development through investment by private enterprise in situations such as those in the Redevelopment Area.

Why Tax Increment Financing is Needed in the Redevelopment Area

While the revitalization and redevelopment of the Redevelopment Area has been desired for many years by the citizens of the City and others, a number of impediments have prevented an extensive and comprehensive private redevelopment in this area. The extraordinary costs associated with land acquisition and public works and infrastructure needed to redevelop the area have made such redevelopment economically infeasible without the use of TIF. Also, the extraordinary cost of site preparation and environmental remediation are significantly higher than private developers can typically pay to develop residential and commercial property in this market. While these extraordinary development costs increase the overall project cost and resulting annual expenses, residents and businesses in the development will still only pay market-rate rents or sale prices. Consequently, an imbalance between expense and revenue is created that makes comprehensive redevelopment economically infeasible unless eligible redevelopment project costs are reimbursed or financed as allowed under the TIF Act. These economic factors represent the second component of the "but for" justification upon which this project's use of TIF is based. That is, without the use of tax increment financing, the Redevelopment Area would not reasonably be anticipated to be developed.

The Developer's affidavit, included as Appendix D, attests to the Redevelopment Area qualifying as a "blighted area" as defined by the Act and that the Area has not been subject to growth and development through investment by private enterprise and, therefore, would not reasonably be anticipated to be developed without the adoption of TIF.

Use and Benefits of Tax Increment Allocation Financing

Upon the City's adoption of TIF and approval of redevelopment projects within the Redevelopment Project Areas described below ("Redevelopment Projects"), one hundred percent (100%) of incremental increases in certain real property taxes resulting from increased assessed valuations on new development ("Payments in Lieu of Taxes" or "PILOTs") occurring within each approved redevelopment project area, as such redevelopment project areas are described in Section 6 below (the "Redevelopment Project Areas"), and fifty percent (50%) of incremental increases in certain taxes generated by economic activities within the Redevelopment Project Areas ("Economic Activity Taxes" or "EATs") are reallocated and deposited for a limited period of time into one or more special funds of the City (as contemplated under section 99.805(15) of the TIF Act) (collectively, the "Special Allocation Fund"). The revenues so deposited may be used to secure obligations, the proceeds of which, in turn, may be used to finance or to reimburse the various redevelopment project costs enumerated in section 99.805(14) of the TIF Act ("Redevelopment Project Costs"). Because reallocation is limited to "incremental" increases in certain tax revenues, all ad valorem taxing districts will continue to receive the same amount of real property taxes they currently receive from properties within the Redevelopment Project Areas. Further, for the duration of each Redevelopment Project, all increases in personal property tax revenues, the commercial surcharge and fifty percent (50%) of incremental increases in EATs, such as sales taxes, will continue to be received by the applicable taxing districts.

Once the TIF obligations are retired, all real property taxes and EATs generated in the Redevelopment Area will be paid to the taxing districts as would be the case in the absence of TIF, tax abatement or other economic incentive arrangement.

Organization of this Redevelopment Plan

Sections 99.805(12) and 99.810 of the TIF Act set forth the requirements for redevelopment plans. Accordingly, this Redevelopment Plan represents the comprehensive program of the City for the Redevelopment Area, intended by the payment of certain Redevelopment Project Costs to reduce or eliminate those conditions, the existence of which qualify the Redevelopment Area as a "blighted area", and to thereby enhance the tax base of the taxing districts whose boundaries include any portion of the Redevelopment Area.

Succeeding sections of this Redevelopment Plan set forth a summary of key findings, objectives of the Redevelopment Plan and a general description of the programs and activities to accomplish the objectives; existing and proposed land uses for the Redevelopment Area; the estimated costs of each Redevelopment Project; the anticipated sources of funds to pay costs of each Redevelopment Project; evidence of

commitments to finance the costs of the redevelopment projects for Redevelopment Project Area A and Redevelopment Project Area B; the anticipated type and term of the sources of funds to pay costs of each Redevelopment Project; the anticipated type and terms of the obligations to be issued; the most recent equalized assessed valuation of the parcels within each Redevelopment Project Area from which PILOTS and payments of EATs pursuant to section 99.845 of the TIF Act are expected to be generated; and an estimate of the equalized assessed valuation after redevelopment. This Redevelopment Plan also provides the basis and documentation for findings required by sections 99.810(1) through 99.810(6) of the TIF Act and summarizes reporting requirements imposed by section 99.810(7) of the TIF Act.

COPY

2 SUMMARY OF KEY FINDINGS

Introduction

In order to designate a Redevelopment Area, adopt a Redevelopment Plan, and approve Redevelopment Projects, the City must find pursuant to Section 99.810 of the TIF Act that:

- a. The Redevelopment Area on the whole is a blighted area, a conservation area, or an economic development area, and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. This finding shall include, but not be limited to, a detailed description of the factors that qualify the Redevelopment Area or project pursuant to sections 99.805(1) and 99.810(1) of the TIF Act and an affidavit, signed by the Developer and submitted with the Redevelopment Plan, attesting that the provisions of section 99.810(1) of the TIF Act have been met;
- b. The Redevelopment Plan conforms to the comprehensive plan for the development of the municipality as a whole;
- c. The estimated dates, which shall not be more than twenty-three years from the adoption of the ordinance approving a Redevelopment Project within a Redevelopment Area, of completion of any Redevelopment Project and retirement of obligations incurred to finance Redevelopment Project costs have been stated;
- d. A plan has been developed for relocation assistance for businesses and residences;
- e. A cost-benefit analysis showing the economic impact of the Redevelopment Plan on each taxing district that is at least partially within the boundaries of the Redevelopment Area. The analysis shall show the impact on the economy if the project is not built, and is built pursuant to the Redevelopment Plan under consideration. The cost-benefit analysis shall include a fiscal impact study on every affected political subdivision, and sufficient information for the TIF Commission to evaluate whether the project as proposed is financially feasible; and
- f. The Plan does not include the initial development or redevelopment of any "gambling establishment" (as that term is defined in section 99.805(6) of the TIF Act).

Documentation of the determination that the Redevelopment Area meets the requirements of the TIF Act follows.

Blighted Area and Not Subject to Growth and Development by Private Enterprise and Not Reasonably Anticipated to be Developed Without TIF

The Redevelopment Area meets the requirements for designation as a “blighted area” as defined by Section 99.805(1) of the TIF Act. The “Data and Analysis of Conditions Representing a Blighted Area for the Redevelopment Area” report, which is being filed concurrently with this Redevelopment Plan, details and documents the conditions which qualify the Redevelopment Area as a “blighted area”.

The Redevelopment Area has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. Appendix D to this Redevelopment Plan contains an Affidavit, signed by the Developer that is submitted with and incorporated in this Redevelopment Plan by this reference, attesting that the provisions of section 99.810(1) of the TIF Act have been met.

Conformance to the City’s Comprehensive Plan

On January 5, 2005, the City of St. Louis Planning Commission adopted a new Strategic Land Use Plan. The Redevelopment Plan conforms to said Strategic Land Use Plan.

Estimated Date for Completion of the Redevelopment Projects and Retirement of Obligations to Finance Costs of Redevelopment Projects

All Redevelopment Projects are estimated to be completed, and all TIF Obligations (as defined in Section 8 below) to finance costs of Redevelopment Projects are estimated to be retired, no later than twenty-three (23) years from the anticipated date of adoption of any ordinance approving a Redevelopment Project described herein. Any Redevelopment Project must be approved within ten (10) years of adoption of the ordinance approving the Redevelopment Plan. It is contemplated that the Redevelopment Projects in Redevelopment Project Areas A and B will be completed no later than December 31, 2024.

This Redevelopment Plan states that redevelopment is anticipated to be started by April 1, 2010.

Relocation Assistance Plan

Appendix C provides the Relocation Plan for residents and businesses in the Redevelopment Area. It is anticipated that existing businesses within the Redevelopment Area may be relocated as part of one or more Redevelopment Projects. In addition to complying with the Relocation Plan, the Developer will report any proposed relocation of a business within the Redevelopment Area to St. Louis Development Corporation (“SLDC”) and will make good-faith efforts to relocate such businesses within the Redevelopment Area, and, if it is not feasible to relocate such businesses within the Redevelopment Area, then to relocate such businesses within the City. To the extent required by applicable law, in connection with such relocations, the Developer will

comply with the Relocation Plan, all applicable provisions of the Revised Code of the City, any ordinances of the City, and any applicable State and Federal laws, codes and regulations.

Cost-Benefit Analysis Showing Economic Impact on Each Taxing District

A cost-benefit analysis is concurrently being filed with this Redevelopment Plan. A cost-benefit analysis showing the economic impact of this Redevelopment Plan on each taxing district that is at least partially located within the boundaries of the Redevelopment Area has been completed. The analysis shows the fiscal impact on such taxing districts if the Redevelopment Projects are not built, and are built pursuant to the Redevelopment Plan.

The cost-benefit analysis includes sufficient information for the TIF Commission to evaluate whether the Redevelopment Projects, as proposed, are financially feasible. The cost-benefit analysis with respect to RPA C and RPA D (as hereinafter defined) is preliminary and may be revised at such time as Redevelopment Projects within those respective Redevelopment Project Areas are approved.

No Gambling Establishment

This Redevelopment Plan does not include the initial development or redevelopment of any "gambling establishment" (as that term is defined in section 99.805(6) of the TIF Act).

3. REDEVELOPMENT PLAN OBJECTIVES

The following objectives have been established for this Redevelopment Plan:

- To reduce or eliminate those conditions, the existence of which qualify the Redevelopment Area as a “blighted area”, thereby enhancing the public health, safety, welfare or morals;
- To encourage the orderly preservation, rehabilitation and redevelopment of the Redevelopment Area to provide a new mixed-use community;
- To provide new job opportunities for the residents of North St. Louis and the City as a whole;
- To provide new housing opportunities;
- To provide new commercial centers to serve the residents of the Redevelopment Area and neighboring communities;
- To provide a funding mechanism that will pay for the costs of improvements needed to stimulate growth and development through private reinvestment; and
- As a result of these activities, to enhance the tax bases and the resulting tax revenues for the City and all other taxing districts that extend into the Redevelopment Area.

4. GENERAL DESCRIPTION OF THE PROGRAM AND ACTIVITIES TO ACCOMPLISH OBJECTIVES; SPECIFIC PROGRAMS AND ACTIVITIES

General Description of the Program and Activities to Accomplish Objectives

To accomplish the objectives of this Redevelopment Plan, a program has been initiated to make TIF available within the Redevelopment Area and to attract and to encourage private investment in the Redevelopment Area. Steps undertaken to date include:

- Preparation of this Redevelopment Plan providing for the redevelopment of the Redevelopment Area;
- Study of the Redevelopment Area to document the existence of conditions that qualify the Redevelopment Area a “blighted area” under the TIF Act. The study, methodology and documentation are set forth in a separate companion document to this Redevelopment Plan. Study results provide the basis for the findings in Section 2(a) of this Redevelopment Plan; and
- Solicitation and consideration of proposals from qualified private entities for redevelopment projects within the Redevelopment Area and identification of qualified co-reveloper(s) to implement Redevelopment Projects which meet the goals and objectives of this Redevelopment Plan.

It is contemplated that, with the approval of the City, the Developer will interact with, and assign its redevelopment rights and obligations under this Plan in specified portions of the Redevelopment Area, and the associated redevelopment agreements, to one or more co-developers. The Developer shall not redevelop more than seventy-five percent (75%) of the Redevelopment Area; the remainder of the Redevelopment Area shall be available for redevelopment by said co-developers, or by others.

As a result of these efforts, this Redevelopment Plan contemplates a mixed-use, walkable, connected, safe and inviting area of the City that is integrated with the remainder of the City physically, socially, culturally, intellectually, and spiritually. To facilitate this vision, the Redevelopment Plan proposes:

- The rehabilitation and reuse of salvageable buildings (as determined by the Developer), particularly architecturally significant structures, that could be rehabilitated for residential, office and/or civic uses;
- The new construction of up to approximately 2,200 single family residences and townhomes, up to approximately 7,800 condominium/apartment units, up to approximately 1,000,000 square feet of retail/restaurant space, up to approximately 4,500,000 square feet of office/business space and possible hotel accommodations;
- The creation of a separate sanitary and storm water sewer system for portions of the Redevelopment Area; and

- The provision of new and more efficient energy supplies for the Redevelopment Area.

Subsequent activities necessary to implement the Redevelopment Projects and to accomplish the objectives of this Redevelopment Plan are envisioned to include, without limitation:

- The negotiation, approval, and execution of one or more redevelopment agreements providing for the terms upon which the Developer and/or co-developers will undertake the Redevelopment Projects in accordance with this Redevelopment Plan;
- Environmental remediation and site preparation;
- Infrastructure and public improvement developments including utilities and supporting activities;
- Funding of selected costs of Redevelopment Projects and issuance of temporary and permanent TIF obligations;
- Rehabilitation of the existing buildings for residential units, commercial space, and civic purposes within the Redevelopment Area by means of private and other investment; and
- The construction of new residential units and commercial space within the Redevelopment Area by means of private and other investment.

The implementation of the above cited proposals and activities will depend upon market conditions and demand, the availability of financing and unforeseen events and circumstances. Accordingly, the actual results achieved may vary from the contemplated and envisioned proposals and activities.

Compliance with Equal Opportunity and Non-Discrimination Laws and Regulations

In any contract for work in connection with a Redevelopment Project, the Developer (which term shall include the Developer, any transferees, lessees, designees, successors and assigns thereof, including without limitation any entity related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances or regulations governing equal opportunity and nondiscrimination (the "Equal Opportunity Laws"). Moreover, the Developer shall contractually require its contractors and subcontractors to comply with the Equal Opportunity Laws.

The Developer and its contractors or subcontractors shall not contract with any party known to have been found in violation of the Equal Opportunity Laws.

The Developer and its contractors and subcontractors shall require covenants in any contracts or agreements relating to the sale, lease, rental, use or occupancy of any of the parcels within the Redevelopment Area or the construction of improvements on such parcels to ensure that there shall be no discrimination on the part of the Developer or its contractors and subcontractors 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 of such parcels or the construction of any improvements on such parcels or any part thereof. Such covenants shall run with the land and shall be enforceable by SLDC, the City and the United States of America, as their interest may appear in the Redevelopment Project.

The Developer shall make good faith efforts to observe Executive Order #28 dated July 24, 1997, as amended, relating to minority and women-owned business participation in City contracts.

The provisions of City Ordinance #60275, codified at Chapter 3.90 of the Revised Ordinances of the City of St. Louis, Missouri (the "First Source Jobs Policy"), do not specifically apply to the Developer as a potential recipient of TIF Obligations and/or TIF Revenues. Nonetheless, the Developer shall make good faith efforts to observe the provisions of the First Source Jobs Policy related to the negotiation of an employment agreement with the St. Louis Agency on Training and Employment.

To achieve the goals set forth in this section, the Developer shall make good faith efforts to collaborate and coordinate with Community Renewal and Development, St. Louis Community Empowerment Foundation and any other similar organizations within wards included in the Redevelopment Area.

Accessibility Standards

The Developer will cause the Redevelopment Projects and their elements to be built in conformance with the American with Disabilities Act and the Fair House Act accessibility standards as they exist at the time of the commencement of construction of a particular Redevelopment Project. The Developer will use its best efforts, consistent with marketability of residential units within the Redevelopment Area, to cause the construction of ground floor residential units to have accessible access to the first living floor. The first floor living floor will have accessible elements as defined by the Fair Housing Act.

In addition, either (a) the City will designate an office to enforce the American with Disabilities Act or Fair Housing Act Standards as well as building code standards for the Redevelopment Projects with the Developer paying the additional costs for such enforcement; or (b) the Developer will hire and respond to an independent accessibility auditor in much the same way that the Developer would hire and respond to an independent financial auditor; the independent accessibility auditor's reports and management letters should be public documents.

Maintenance of Owned Parcels and Buildings; Demolition of Certain Owned Buildings

The Developer will enter into one or more redevelopment agreements that will provide for the implementation of the Redevelopment Plan. The redevelopment agreements shall provide that with respect to the parcels in the Redevelopment Area owned by the Developer, the Developer will remain in compliance with the ordinances of the City relating to such parcels, including but not limited to, building and zoning codes, and any other applicable local laws and regulations. In addition, the Developer will regularly maintain all of the parcels owned by the Developer, and the buildings on such parcels, in a good state of repair and attractiveness, with such buildings to be maintained in a secure state of repair. The Redevelopment Agreement will include a definitive plan for the maintenance of the parcels owned by the Developer. In any contracts or agreements for the sale or leasing of any parcels within the Redevelopment Area owned by the Developer, the Developer will require any subsequent owner or lessee to maintain the buildings and improvements on such parcels in accordance with said definitive plan set forth in the Redevelopment Agreement.

The initial redevelopment agreement shall provide that (a) during calendar year 2010, the Developer will identify any buildings that Developer proposes for demolition, and, if such demolition is approved by the City, to demolish such buildings; and (b) during calendar year 2010, the Developer will use its best efforts to identify any buildings, which it owns and which in the Developer proposes for rehabilitation, and to rehabilitate such buildings no later than December 31, 2011.

Use of Eminent Domain Within Redevelopment Area

The use of eminent domain will not be allowed pursuant to this Redevelopment Plan. However, the use of eminent domain may be allowed (a) for a public use, as such term is used in Article XXI of the City's Charter, in accordance with additional legislation of the Board of Aldermen; or (b) pursuant to existing or additional legislation of the Board of Aldermen if the Developer has pursued and exhausted efforts to voluntarily acquire property the Board of Aldermen deems necessary to implement one or more portions of this Redevelopment Plan and deems critical to the Redevelopment Plan's success.

Additional Development within Redevelopment Area

As stated above, the Developer will enter into one or more redevelopment agreements that will provide for the implementation of the Redevelopment Plan. The initial redevelopment agreement will address possible additional development by other developers (each, an "Other Developer") within the Redevelopment Area in accordance with the terms of this section.

A person or entity shall be deemed an Other Developer if such person or entity proposes to develop a project that is not included in the Developer's development program, as identified in the Redevelopment Agreement for a specific Redevelopment Project Area, and upon which the amount of available TIF financing has not been based. Any such Other Developer shall negotiate with the City for TIF financing that is contemplated in this Redevelopment Plan to be used only by "Other Developers", provided, however, that

(a) the Other Developer's redevelopment project must be compatible with the other redevelopment being undertaken by the Developer as mutually determined by the City and the Developer in the exercise of their reasonable judgment and (b) a percentage of the economic incentives received by the Other Developer shall be allocated to the Special Allocation Fund to be used only for the development and construction of public infrastructure improvements within the Redevelopment Area. The provision of TIF financing for such Other Developers may be effected by a separate Redevelopment Agreement, entered into pursuant to legislation subsequently adopted by the Board of Aldermen. The amount of TIF financing that may be made available to such Other Developers shall be in addition to the \$390,600,000 that is available pursuant to this Plan to the Developer and co-developers.

Identification of Owner-Occupied Residences Under Redevelopment Plan

The Developer has not identified any owner-occupied residences for acquisition under this Redevelopment Plan with the use of tax increment financing revenues and has not identified any owner-occupied residences for acquisition through the use of eminent domain under this Redevelopment Plan.

5. EXISTING LAND USE

The Redevelopment Area currently contains a variety of land uses. The predominant use is represented by vacant land or land occupied by vacant structures. Collectively these uses contain nearly forty-four percent (44%) of the land in the Redevelopment Area (exclusive of rights-of-way). Residential uses represent about another eighteen percent (18%) of the Redevelopment Area, with the balance generally equally divided between civic/institutional, industrial, and commercial/retail uses.

EXISTING LAND USE NORTHSIDE REDEVELOPMENT AREA as of May , 2009		
LAND USE	ACRES	% OF TOTAL ACRES
Vacant Land	417	38%
Land with Vacant Building	68	6%
Subtotal	485	44%
Residential	198	18%
Civic/Institutional	131	12%
Industrial	107	10%
Commercial/Retail	76	7%
Parks/Recreation/Open	42	4%
MoDOT (R.O.W.)	29	3%
Transportation	15	1%
Parking Lots	15	1%
Utilities	2	--
TOTAL	1,100	

6. PROPOSED DEVELOPMENT PLAN

General Land Use and Redevelopment Project Areas

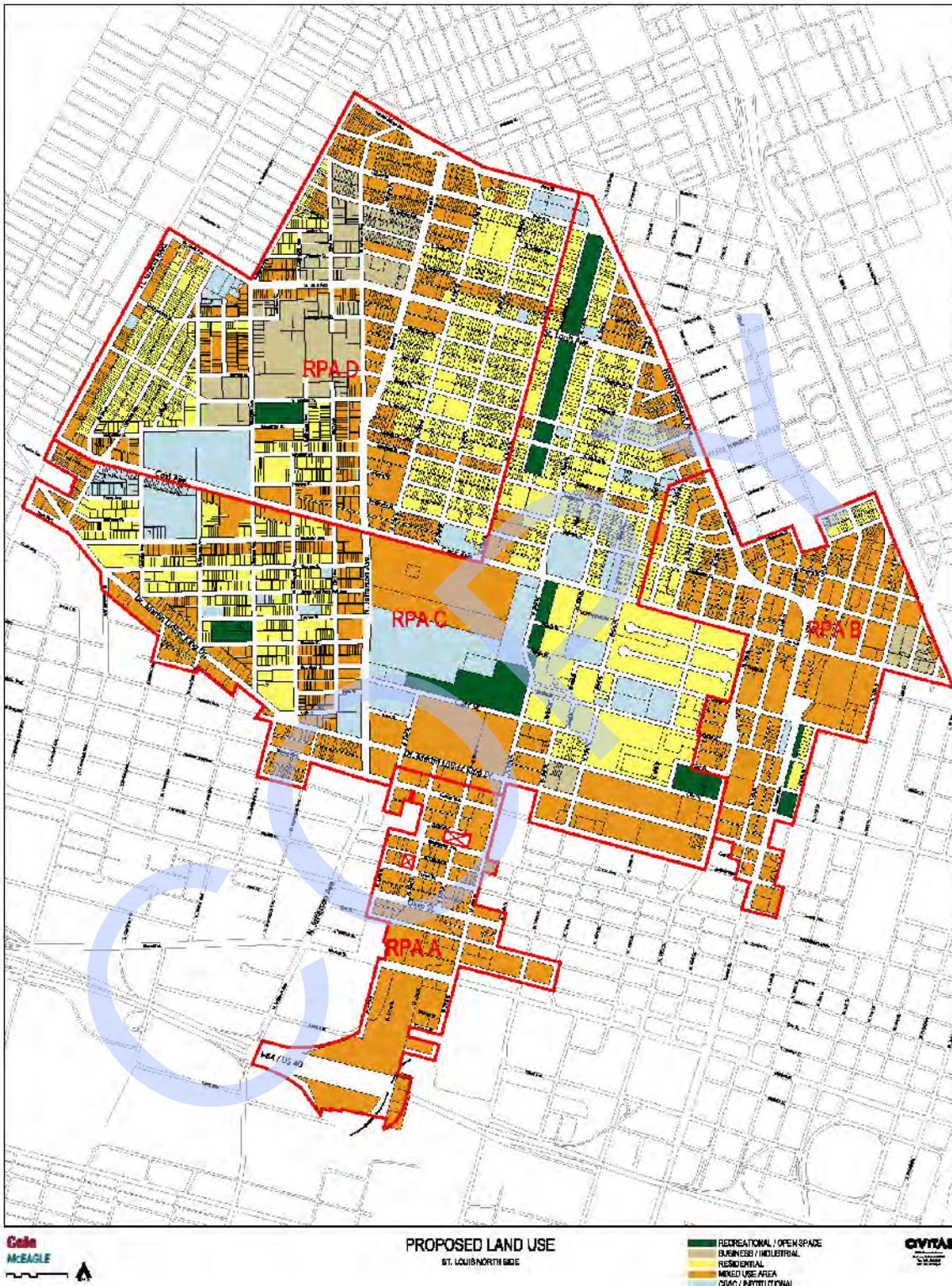
When completed, it is contemplated that the Redevelopment Area is to provide a mix of land uses that will include new single family and multi-family residential units, new retail space, restaurant and entertainment venues, employment hubs, new civic facilities, open space and recreation facilities, and may also includes such uses in rehabilitated structures. Within the Redevelopment Area, four (4) distinct Redevelopment Project Areas are proposed, many with their own commercial neighborhood center and civic green space that will provide sense of place and community (see Proposed Land Use map). Each Redevelopment Project Area (“RPA”) will provide a mix of uses, including employment, housing and retail. Below is a general description of the four (4) proposed Redevelopment Project Areas.

RPA A -- This Redevelopment Project Area will center on S. 22nd Street, which will serve as the primary entry to the Redevelopment Area from I-64. South of Olive Street, it is anticipated that this area will contain a major new employment hub with associated retail and residential space, and will create a new terminus to the Gateway Mall. The proposed new I-64 and S. 22nd Street interchange and associated infrastructure improvements are anticipated to reestablish part of the urban street network to create a new gateway into downtown.

It is contemplated that office buildings may be built along S. 22nd Street, which office buildings may contain, if appropriate, ground floor retail and restaurants. A potential signature office building may be located between Market and Chestnut Streets at the western end of the Gateway Mall. It is envisioned that S. 22nd Street will be designed to attract commercial office space and retailers and restaurants to enliven the western edge of the Mall and to create synergy with Union Station and the Scottrade Center.

It is also contemplated that S. 22nd Street may serve as a major Great Rivers Greenway (“GRG”) connection to the proposed Chouteau Greenway south of I-64. This proposed greenway is expected to continue north into the Redevelopment Area and northeast to the rehabilitated trestle bridge over I-70 to the Mississippi Riverfront Trail. It is also expected that the greenway would continue to the northwest along St. Louis Avenue and on to the St. Vincent Greenway.

North of Olive Street, development adjacent to N. 22nd Street is anticipated to consist of mixed-use residential, commercial and retail space and residential infill to complement the adaptive reuse/loft conversion currently completed or in progress. Depending upon the markets created by such space, these residential buildings fronting N. 22nd Street may have ground floor neighborhood-oriented retail.



The above proposed uses within the Redevelopment Area are conceptual and illustrative and are based upon currently contemplated uses. Some projected events and circumstances may not occur and unanticipated events and circumstances may occur subsequent to the approval of the Redevelopment Plan. Accordingly, the actual uses that may be achieved within the Redevelopment Plan may differ from the proposed uses set forth above.

RPA B – This Redevelopment Project Area will center on the new Mississippi River Bridge and I-70 interchange, currently being designed by MoDOT and its consultants, which is proposed to open in 2014. It is anticipated that the bridge landing will tie into a realigned N. Tucker Blvd. at Cass Avenue and that a new street grid will be introduced between N. 14th Street and N. Tucker Blvd. It is also anticipated that this neighborhood may become a major new employment hub with several new office buildings and some commercial service uses. Also, this Redevelopment Project Area will serve as the eastern gateway into adjacent neighborhoods and the overall Redevelopment Area.

The historic High Line trestle bridge, now owned by GRG, is currently being designed as a bikeway connection to the Mississippi Riverfront Trail. The area for the bridge landing may become a large neighborhood park. It is anticipated that connections to the GRG trail will be made south into downtown along N. 14th Street and west into the Redevelopment Area.

It is contemplated that the blocks adjacent to N. 14th Street and N. Tucker Blvd. will be developed with medium density mixed-use projects that may contain ground floor retail with residences or offices above, depending upon the market demand for such uses.

RPA C – It is anticipated that the crossroads of N. Jefferson and Cass Avenues (former site of Pruitt-Igoe housing project) will become a major neighborhood and regional mixed-use entertainment hub. This area is intended to become the active heart of the Redevelopment Area. It is envisioned that a mix of commercial, residential, retail and green space will be constructed on this former public housing site, with the exact mix of the uses to be developed to be based upon market demand and conditions, including environmental conditions.

The southern boundary of the neighborhood along Dr. Martin Luther King Drive is anticipated to contain residential units with a mix of housing types.

Based upon the contemplated construction, the proposed 22nd Street GRG greenway would run north-south through this neighborhood and connect to St. Louis Place Park, as well as providing a good connection to the existing Gateway Middle School.

Mixed-use development, consisting of commercial, residential and open space uses, along the major arterial streets of N. Grand Blvd., Cass Avenue, N. Jefferson Avenue, and Dr. Martin Luther King Drive is anticipated for the area to the west of the former Pruitt-Igoe site. Finally, it is envisioned that the northern portion of this Redevelopment Project Area, located adjacent to the existing St. Louis Place Park, will continue to be developed with residential uses. In this portion of RPA C, there are many existing vacant homes that will be evaluated as to the potential of such homes to be rehabilitated.

It is also contemplated that mixed-use buildings, combining one or more commercial, retail and/or residential uses, will be located on the blocks fronting on N. Florissant Avenue.

RPA D -- This neighborhood is centered on the intersection of N. Jefferson Avenue, Parnell Street, and N. Market Street. It is envisioned that this intersection will become the gateway to a mixed-use development, which may combine a potential new medical campus and accompanying medical offices with commercial service uses in the triangle between N. Jefferson Avenue and Parnell Street. To the south of the intersection, other mixed use buildings are anticipated along N. Jefferson Avenue.

The area south of Sensient Technologies and west of N. Jefferson Avenue and the area east of N. Jefferson Avenue is anticipated to contain residential units and possibly commercial uses.

To the east, residential units are contemplated to be developed between N. 22nd Street, N. 25th Street, St. Louis Avenue, and Cass Avenue and between Maiden Lane and Madison Street connecting to St. Louis Place Park. Mixed-use buildings are contemplated to be developed along Cass Avenue between N. 22nd and N. 25th Streets, consisting of commercial, retail and residential uses.

The area adjacent to Glasgow Avenue and west of Sensient Technologies and the area between the foregoing location and N. Grand Blvd. is anticipated to contain mixed-use development, consisting of commercial and residential uses. A new mixed-use neighborhood center is contemplated to be located at the intersection of Cass Avenue, N. Grand Blvd, and Coleman Avenue.

RPA D is anticipated to serve as the northern gateway to the Redevelopment Area with Parnell Street and N. Jefferson Avenue as the central vehicular spines through the neighborhood. This portion of the neighborhood is anticipated to become an area with buildings, containing commercial and retail space, in the area between N. Jefferson Avenue and Parnell Street.

A mixed-use center is proposed to surround the intersection of Parnell Street and Natural Bridge Avenue. A second mixed-use neighborhood center, consisting of commercial, retail and restaurant space, is anticipated to surround the intersection of Glasgow and St. Louis Avenues.

Finally, mixed-use development is anticipated to line the east side of Parnell Street behind a landscaped area that may include space for pedestrian and bicycle movement. It is contemplated that residential units will be developed in this area as well.

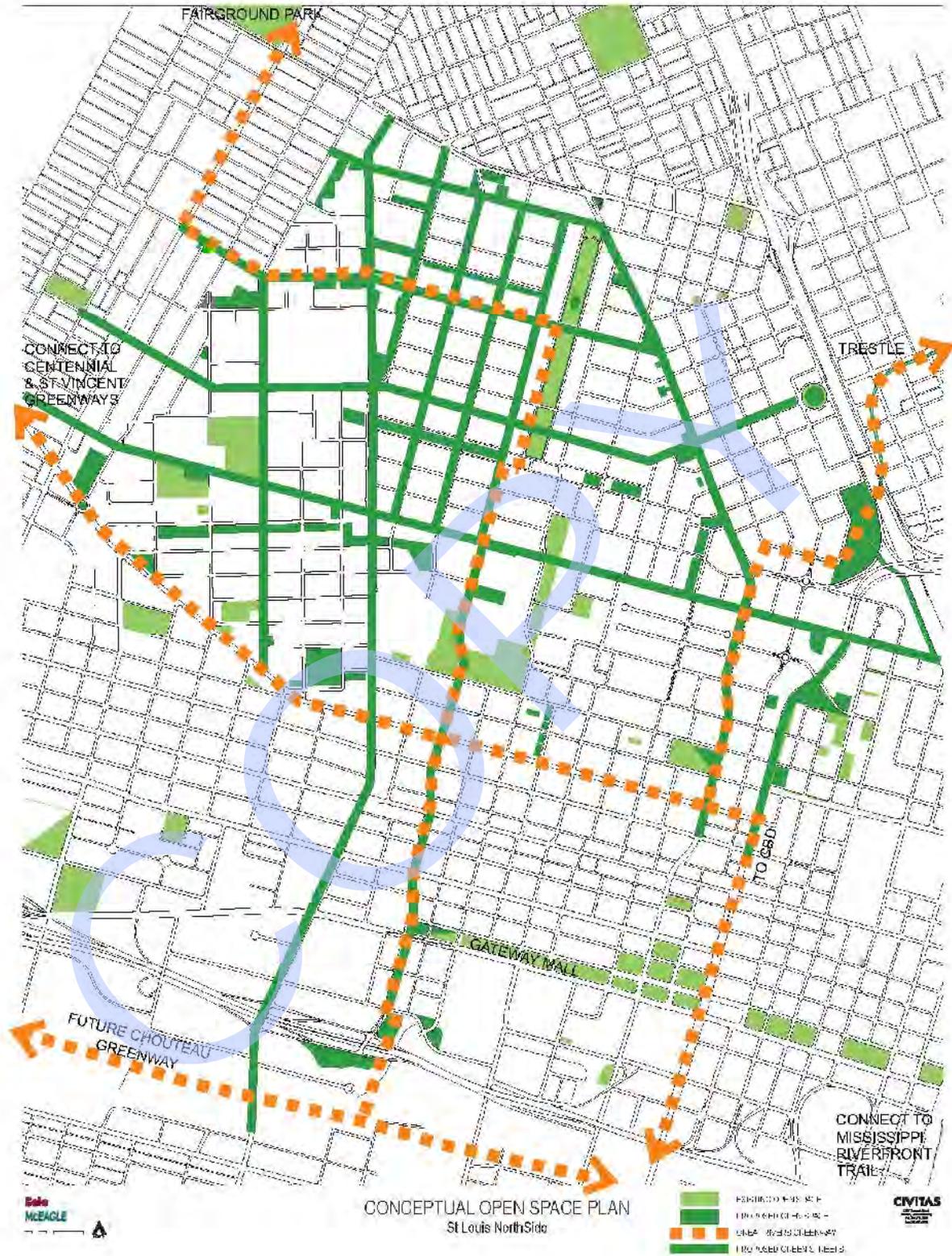
Open Space Plan

The vision for the new open space plan within the Redevelopment Area is to reconnect people to their immediate environment within the Redevelopment Area and to other parts of the City with a multi-purpose green space system that is rooted in productivity and connectivity. This urban landscape infrastructure is contemplated to bring to the Redevelopment Area a healthy and progressive identity, a new way of living that attracts people to the Area, and a sustainable infrastructure and ecology. Key elements of the open space plan proposal include new parks, bike trails and walking paths.

As depicted on the following page, open space is contemplated throughout the Redevelopment Area and is meant to support and be a part of each Redevelopment Project. The following depiction is conceptual and may be revised.

The development of the foregoing Redevelopment Project Areas will be dependent upon market conditions and demand and the availability of financing and may be affected by unforeseen events and circumstances. Accordingly, the actual mix of uses and the location of specific developments may vary from the contemplated and envisioned uses and locations within the Redevelopment Project Areas.

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The above proposed open space plan for the Redevelopment Area is conceptual and illustrative and is based upon currently contemplated uses. Some projected events and circumstances may not occur and unanticipated events and circumstances may occur subsequent to the approval of the Redevelopment Plan. Accordingly, the actual open spaces to be included within the Redevelopment Plan may differ from the proposed open space plan set forth above.

Transportation Plan

A series of transportation improvements are contemplated with the goal of enhancing the transportation options for residents, employees and visitors of the Redevelopment Area, as well as providing improved connections to neighboring communities, employment and recreation opportunities. Key elements of the transportation plan may include:

Enhanced Access to Redevelopment Area -- A new interchange at I-64 and S. 22nd Street is anticipated to be constructed to reconnect part of the urban street network, to create a new gateway into downtown, and to become a major connection to the Redevelopment Area. A new segment of S. 22nd Street is anticipated to be surrounded by a major new employment hub in this section of the Downtown West neighborhood. In addition, it may serve as a major Great Rivers Greenway (GRG) connection to the proposed Chouteau Greenway south of I-64.

The new Mississippi River Bridge and I-70 interchange could serve as the gateway to the eastern edge of the Redevelopment Area. Due to the location of the bridge and the proposed relocation of N. Tucker Blvd. to connect to downtown, this neighborhood could become a major new employment hub.

Proposed New Streets – It is contemplated that a new street may be constructed that would connect Cass Avenue to the new I-64 interchange. At the new Mississippi River Bridge landing, N. Tucker Blvd is anticipated to be relocated in order to provide a direct connection from the bridge to downtown. It is also anticipated that new streets could help recreate the street grid that has been disrupted over time, particularly at the former Pruitt-Igoe site.

Improvements to Existing Streets – It is anticipated that a green space, as well as possibly new sidewalks, will be developed along N. Jefferson Avenue to enhance the appearance of this area from I-64 through the Redevelopment Area north to Natural Bridge Avenue.

It is also anticipated that some improvements will be made to many or all of the major arterial streets in the Redevelopment Area, such as Dr. Martin Luther King Drive, Cass Avenue, St. Louis Avenue, Parnell Street, N. Florissant Avenue, N. 14th Street, and N. Tucker Blvd. The improvements to these streets may include one or more of the following: the rebuilding of the streets, the inclusion of new sidewalks and bicycle trails, new landscaping with trees and new lighting.

It is the anticipation of the Developer that many of the collector and local streets in the Redevelopment Area will also be improved. Improvements to such streets may include one or more of the following: new asphalt, new curbs and gutters, new cross sections with bike lanes, rain gardens in the tree lawn area, new street trees and new and/or widened sidewalks.

Public Transportation -- The East-West Gateway Council of Governments has a proposal for a future extension of the downtown MetroLink line to run north on N. 14th Street to N. Florissant Avenue, northwest on N. Florissant Avenue, and west on Natural Bridge Avenue continuing to UMSL. Stops may be located to complement the Redevelopment Plan. The stops could possibly be located at N. 14th Street and Cole Street, N. 14th Street and Cass/Mullanphy Street, N. Florissant Avenue and St. Louis Avenue and Natural Bridge Avenue and Parnell Street.

In addition to the proposed MetroLink line, other alternatives for public transportation will be considered, such as an on-street fixed rail trolley system (ultra light rail) that uses state-of-the-art hybrid diesel electric trams. Such a system would be able to share lanes with vehicular traffic so it is not necessary to increase the right of way or build overhead electric lines. If the MetroLink proposal and public transportation and additions, like such a trolley, can be implemented, the entire Redevelopment Area could be within one-half (½) mile of a transit stop.

The foregoing discussion of a possible transportation plan within the Redevelopment Area is conceptual and is meant to support and be a part of each Redevelopment Project. The foregoing delineation of improvements may be revised as additional Redevelopment Projects are approved.

Sewer and Energy Plan

As previously discussed, the size of the proposed Redevelopment Area presents opportunities to address problems created by older antiquated infrastructure systems that are currently serving the Redevelopment Area, as well as presenting opportunity to consider utilizing new innovative techniques. Key elements for the plan may include:

Segregated Stormwater and Sanitary Sewers -- A major goal of the Redevelopment Plan is to pursue improvements to stormwater management systems, which may include creation of separate sanitary and stormwater sewer systems in portions of the Redevelopment Area. Creation of improved stormwater management systems could decrease the demand within the Redevelopment Area on local infrastructure.

Possible new approaches to stormwater management include state-of-the-art infiltration techniques, such as the use of bio-swales, rain gardens, and water attenuation ponds. Such techniques could alleviate strain on combined sewers, eliminate unwanted localized flooding, replenish groundwater, protect water quality and reduce the volume of wastewater treatment.

Energy Improvements -- A number of improvements are contemplated in the way energy is provided to and distributed within the Redevelopment Area. A goal of this plan is to create a highly efficient, clean, reliable and discrete energy network. If the improvements can be implemented and can be coupled with energy-efficient design standards, an energy network could be properly sized for reduced demand and maximization of the potential share of renewable sources. Because of the large size of the Redevelopment Area, many of these techniques can be considered for

implementation with economies of scale. Potential techniques to improve energy generation and distribution include capturing benefits from cogeneration, electric substation and transmission upgrades, distributed chilled water and steam networks, renewable energy sources (solar electricity and hot water, biomass, hydroelectric and geothermal), peak shaving and demand profiling with smart meters, and minimizing lighting power densities and associated night-sky pollution.

The possible improvements in the energy system and network and stormwater management system, discussed above, which are intended to provide energy to and distribute energy within the Redevelopment Area and to improve stormwater management, are conceptual in nature and are meant to support and be a part of each Redevelopment Project. The foregoing delineation of potential improvements to the energy and sewer systems and networks may be revised as additional Redevelopment Projects are approved; depending upon the availability of infrastructure funding for the Redevelopment Area, it may or may not be possible to develop such systems and networks within the entire Redevelopment Area.

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7. ESTIMATED COSTS FOR REDEVELOPMENT PROJECT AREAS

Section 99.805(15) of the TIF Act authorizes the City to include as "redevelopment project costs", "...the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to a redevelopment plan or redevelopment project, as applicable."

The TIF Act states that eligible redevelopment project costs include but are not limited to:

- a) Costs of studies, surveys, plans, and specifications;
- b) Professional service costs including, but not limited to, architectural, engineering, legal, marketing, financial, planning, or special services, subject to the limitations of Section 99.805(15)(b) RSMo;
- c) Property assembly costs including, but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;
- d) Costs of rehabilitation, reconstruction, or repair or remodeling of existing buildings and fixtures;
- e) Costs of construction of public works or improvements;
- f) Financing costs including, but not limited to, all necessary and incidental expenses related to the issuance of obligations, and which may include payment of interest on any obligations issued pursuant to sections 99.800 to 99.865 of the TIF Act accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not more than eighteen months thereafter, and including reasonable reserves thereto;
- g) All or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs;
- h) Relocation costs to the extent that a municipality determines that relocation costs shall be paid or are required to be paid by federal or state law; and
- i) Payments in lieu of taxes.

Estimated costs for the all Redevelopment Project Areas are anticipated to total approximately \$8.1 billion, over the anticipated 20-year development period. The table on the following page illustrates a potential allocation of total costs by Redevelopment Project Area.

**NORTHSIDE REDEVELOPMENT AREA
ESTIMATED PROJECT COSTS (In Millions) ^{1,2}**

RPA	Studies & Professional Services	Property Acquisition & Relocation	Public Infrastructure Costs	Building Rehabilitation Costs	New Building Costs	Financing Costs	Contingency	TOTAL
A	333	14	156	110	1,069	215.0	85	1,982
B	261	41	204	52	769	233	92	1,652
C	431	70	429	100	1,099	305	80	2514
D	319	50	372	38	797	258	79	1,913
TOTAL	\$1,344.0	\$175	\$1,161*	\$300	\$3,734	\$1,011	\$336	\$8,061

*Excludes \$3.3 million in offsite site improvements costs.

1. The estimation of Redevelopment Project Costs is based upon certain assumptions that may not materialize and, as an estimate or projection, is subject to uncertainty and risks that could cause actual results to differ, possibly materially, from those contemplated in this estimation. Accordingly, the actual Redevelopment Project Costs may vary from the contemplated costs. These Redevelopment Project Costs will be updated and revised as other Redevelopment Projects are approved.

2. Because of the uncertainty of the above estimation and because the amount of costs for certain categories may vary as a result of unforeseen events and circumstances, the above costs may be shifted between the categories of costs within a RPA.

The following table illustrates the anticipated costs that will be funded by TIF, assuming funding of \$390.6 million (NPV of \$1,255,698,397 TIF revenue stream over the life of the RPA TIFs with 1.25 debt coverage ratio) in Redevelopment Project Costs.

NORTHSIDE REDEVELOPMENT AREA ESTIMATED TIF FUNDED PROJECT COSTS (In Millions) ^{1, 2, 3}								
RPA	Studies & Professional Services	Property Acquisition & Relocation	Public Infrastructure Costs	Building Rehabilitation Costs	New Building Costs	Financing Costs	Contingency	TOTAL
A	\$4	\$8.5	\$117.1	\$3.6				\$129.6
B	\$2	\$12.5	\$56.3					\$69.0
C	\$7	\$7.5	\$96.6	\$4.0				\$108.8
D	\$6	\$7.1	\$75.5					\$83.2
TOTAL	\$1.9	\$42.7	\$345.5	\$7.6				\$390.6

1. See the accompanying cost-benefit analysis for a more detailed breakdown of estimated TIF funded project costs for RPA A and RPA B.

2. The estimation of TIF funded Redevelopment Project Costs is based upon certain assumptions that may not materialize and, as an estimate or projection, is subject to uncertainty and risks that could cause actual results to differ, possibly materially, from those contemplated in this estimation. Accordingly, the actual Redevelopment Project Costs may vary from the contemplated costs. These Redevelopment Project Costs will be updated and revised as other Redevelopment Projects are approved.

3. Because of the uncertainty of the above estimation and because the amount of costs for certain categories may vary as a result of unforeseen events and circumstances, the above costs may be shifted between the four (4) categories of costs within a RPA (provided, however, that with respect to shifting of costs within categories of costs, the totals reflected above for each category for such RPA shall not be exceeded by more than ten percent (10%) as result of such cost shifting). Notwithstanding the foregoing, and only with respect to the Developer, such shifting of costs between the four (4) categories of costs within an RPA is only allowed to the extent such shifting does not increase the eligible costs identified in the "Studies and Professional Services" and "Building Rehabilitation Costs" categories. As well, such shifting or allocation of costs are expected to be necessary because of the improvements in one RPA are expected to impact another RPA or may require the continuation of the improvements into one or more additional RPAs, such as the continuation of public infrastructure improvements from one RPA into one or more adjoining RPAs.

Distribution of costs among categories of costs for Redevelopment Projects are approximate. The above estimated costs are exclusive of costs of issuance of TIF Obligations, as such costs will be defined in the TIF financing documents.

Notwithstanding the foregoing delineation of certain Redevelopment Project Costs for which the Developer may seek reimbursement or payment, Other Developers (as defined above) shall have the right to be reimbursed for any Redevelopment Project Costs set forth in section 99.805(15) of the TIF Act, subject to approval by the City as to the reimbursement or payment of any particular category of such costs for a redevelopment project.

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8. ANTICIPATED FUNDS TO PAY COSTS AND OBLIGATIONS TO BE ISSUED

Anticipated Sources of Funds to Pay the Costs

It is anticipated that the sources of funds to pay the costs of the Redevelopment Projects will include: (a) equity from the Developer and co-developers; (b) private financing obtained by the Developer and co-developers; (c) proceeds of TIF notes or TIF bonds (collectively, "TIF Obligations") issued by the City and secured by anticipated PILOTS and EATs collected pursuant to the TIF Act upon adoption of tax increment allocation financing for the Redevelopment Area by the City and deposited from time to time in the Special Allocation Fund; (d) Distressed Areas Land Assemblage Tax Credits; (e) federal and state historic tax credits; (f) Brownfield tax credits; (g) federal and state new market tax credits; and (h) funds generated by the actions undertaken by one or more community improvement districts and/or one or more transportation development districts. Other sources of funding may also be used, if available.

It is anticipated that a portion of PILOTS and/or EATS collected will be declared a "surplus" or as a source to fund the cost of "taxing districts' capital costs", as those terms are used in the TIF Act. The annual amount of said surplus or taxing districts' capital costs shall be set as a percentage(s) of the base PILOTS and/or EATS as proposed by the Comptroller of the City and approved by the City and Developer based on good faith estimates of projected City revenues assuming historic growth rates in said revenues. Funds appropriated from the Special Allocation Fund for purposes of this paragraph shall not be considered as payment of redevelopment project costs related to the activities of the Developer pursuant to this Redevelopment Plan.

In conformance with Section 99.1205.2(b) and 8, RSMo, as amended, the City has considered the possible receipt by the Developer of Distressed Areas Land Assemblage Tax Credits, projected by the Developer to yield the sum of approximately \$85 million, in approving tax increment financing for the Redevelopment Area in the amount of approximately \$390.6 million (exclusive of TIF financing to be available for Other Developers, as defined herein) and in measuring the reasonableness of the rate of return to be achieved by the Developer in the implementation of this Plan with the receipt of tax increment financing.

Evidence of Commitments to Finance the Project Costs

Appendix B contains a commitment letter from the Bank of Washington to provide financing for the RPA A and RPA B. Said commitment letter will be supplemented when subsequent Redevelopment Projects are approved. The Developer also commits to finance Redevelopment Projects Costs through a combination of equity, conventional financing, and TIF Obligations that would be purchased or privately placed by the Developer.

Anticipated Type and Term of Sources of Funds to Pay Costs

As noted above, it is contemplated that funds for the Redevelopment Projects will include, among other sources, a combination of Developer and co-developer equity, conventional financing, TIF Obligations, and other notes or obligations issued by an agency of the State of Missouri or the City and secured by the Special Allocation Fund. Conventional financing provided by the Developer and co-developers will include both private construction financing and permanent financing. Terms of construction and permanent financing will be determined through negotiations between Developer/co-developer and the Developer/co-developer's equity partners and private lending institutions.

Anticipated Type and Term of TIF Obligations

As detailed below, TIF Obligations may be issued in one or more series and may include notes, temporary notes, bonds or other financial obligations, each secured by revenues deposited in the Special Allocation Fund, and, if and as required, by a pledge of these revenues. As provided in the TIF Act, the maximum term of TIF financing will not exceed 23 years from the adoption by the City of the ordinance approving each Redevelopment Project.

9. EQUALIZED ASSESSED VALUATIONS

Most Recent Equalized Assessed Valuation of Property within the Redevelopment Area

The most recent equalized assessed valuation ("EAV") of property within the Redevelopment Area is provided by the records of the Office of the St. Louis City Assessor. Most recent EAVs reflect assessments for the tax year 2008. The total 2008 EAV for the Redevelopment Area is approximately \$53,000,000.

Estimated Equalized Assessed Valuation After Redevelopment

The estimated EAV after redevelopment is predicated upon increases in property values resulting from the completion of the Redevelopment Projects. The table below provides an estimate of the resulting EAV after full redevelopment.

NORTHSIDE REDEVELOPMENT AREA ESIMATED EAV AFTER REDEVELOPMENT (2030) ¹			
Redevelopment Project Area	2008 EAV	Estimated EAV After Redevelopment	Estimated Incremental EAV After Redevelopment
A	\$23,779,500	\$330,314,962	\$306,535,462
B	\$8,263,760	\$165,417,844	\$157,154,084
C	\$13,631,100	\$339,527,693	\$325,896,593
D	\$7,175,570	\$257,590,060	\$250,414,490
TOTAL	\$52,849,930	\$1,092,850,559	\$1,040,000,629

1. When the Redevelopment Plan was submitted, the most current information on equalized assessed valuation of property within the NorthSide Redevelopment Area was for the tax year 2008 and the equalized assessed valuation of property within the NorthSide Redevelopment Area for tax year 2009 was not available.

10. REPORTING REQUIREMENTS

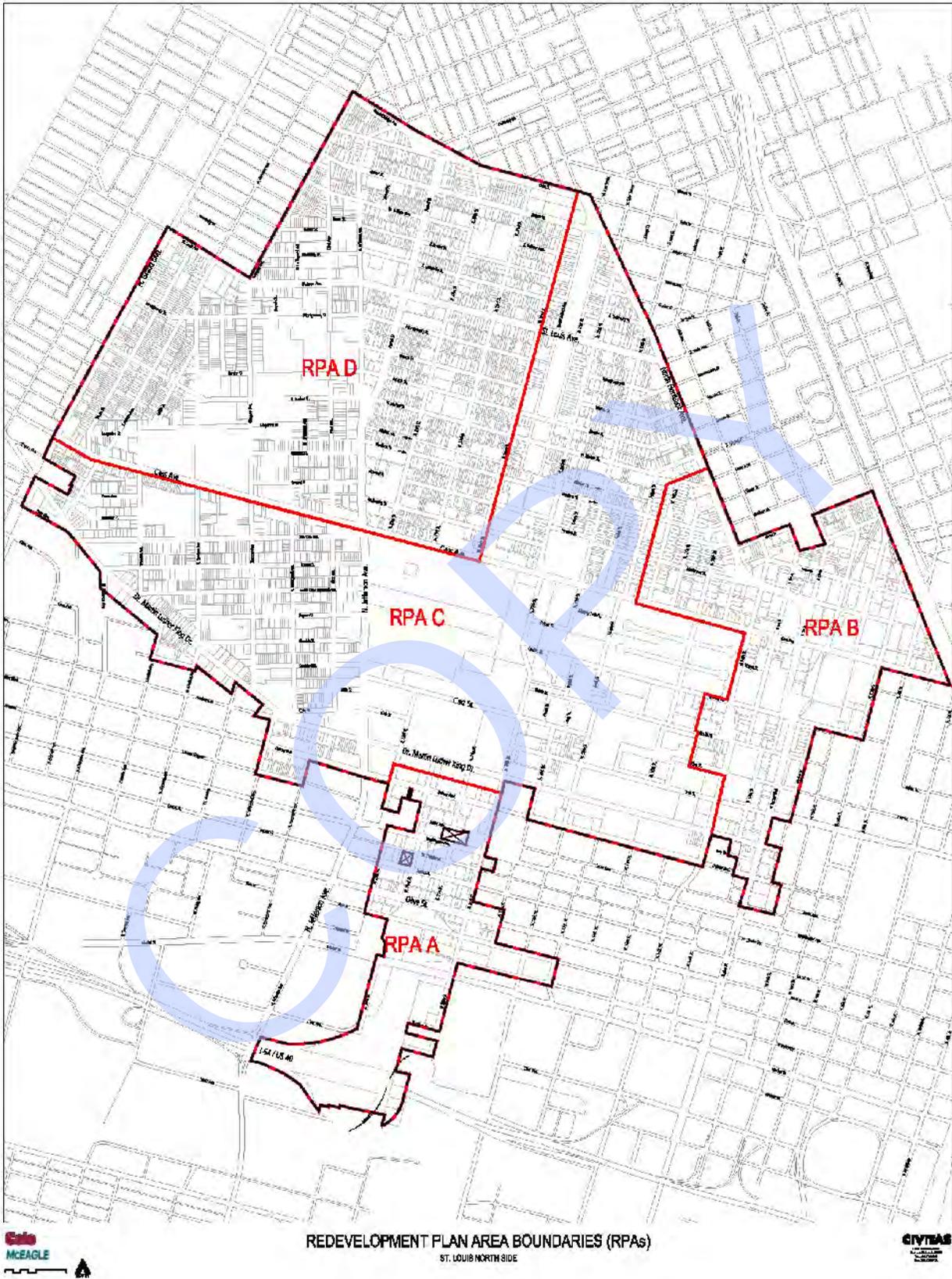
The TIF Commission by the last day of February each year shall report to the State Director of Economic Development the name, address, phone number, and primary line of business of any business which relocates to the Redevelopment Area pursuant to requirements of section 99.810(2) of the TIF Act, as may be from time to time required.

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APPENDIX A

**Legal Description of the
Redevelopment Area and Associated
Redevelopment Project Areas**

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LEGAL DESCRIPTION
OF THE REDEVELOPMENT AREA
REVISED SEPTEMBER 2, 2009
PROJECT NUMBER 07-0236

- 1) A TRACT OF LAND BEING ALL OF OR PART OF THE FOLLOWING: CITY BLOCK 267, CITY BLOCK 268, CITY BLOCK 269, CITY BLOCK 270, CITY BLOCK 271, CITY BLOCK 364, CITY BLOCK 365, CITY BLOCK 496, CITY BLOCK 531, CITY BLOCK 533, CITY BLOCK 534, CITY BLOCK 535, CITY BLOCK 536, CITY BLOCK 538, CITY BLOCK 539, CITY BLOCK 540, CITY BLOCK 541, CITY BLOCK 542, CITY BLOCK 543, CITY BLOCK 544, CITY BLOCK 545, CITY BLOCK 546, CITY BLOCK 547, CITY BLOCK 548, CITY BLOCK 549, CITY BLOCK 552, CITY BLOCK 554, CITY BLOCK 555, CITY BLOCK 563, CITY BLOCK 564, CITY BLOCK 565, CITY BLOCK 566, CITY BLOCK 567, CITY BLOCK 568, CITY BLOCK 569, CITY BLOCK 572, CITY BLOCK 573, CITY BLOCK 574, CITY BLOCK 576, CITY BLOCK 577, CITY BLOCK 587, CITY BLOCK 590, CITY BLOCK 591, CITY BLOCK 595, CITY BLOCK 596, CITY BLOCK 597, CITY BLOCK 598, CITY BLOCK 599, CITY BLOCK 600, CITY BLOCK 601, CITY BLOCK 602, CITY BLOCK 603, CITY BLOCK 604, CITY BLOCK 605, CITY BLOCK 609, CITY BLOCK 610, CITY BLOCK 611, CITY BLOCK 612, CITY BLOCK 613, CITY BLOCK 614, CITY BLOCK 615, CITY BLOCK 616, CITY BLOCK 617, CITY BLOCK 618, CITY BLOCK 619, CITY BLOCK 627, CITY BLOCK 628, CITY BLOCK 643, CITY BLOCK 644, CITY BLOCK 645, CITY BLOCK 646, CITY BLOCK 647, CITY BLOCK 648, CITY BLOCK 649, CITY BLOCK 650, CITY BLOCK 825, CITY BLOCK 841, CITY BLOCK 895, CITY BLOCK 900, CITY BLOCK 901, CITY BLOCK 902, CITY BLOCK 905, CITY BLOCK 907, CITY BLOCK 908, CITY BLOCK 909, CITY BLOCK 910, CITY BLOCK 917, CITY BLOCK 918, CITY BLOCK 932, CITY BLOCK 933, CITY BLOCK 935, CITY BLOCK 936, CITY BLOCK 937, CITY BLOCK 938, CITY BLOCK 939, CITY BLOCK 940, CITY BLOCK 944, CITY BLOCK 945, CITY BLOCK 946, CITY BLOCK 951, CITY BLOCK 952, CITY BLOCK 953, CITY BLOCK 957, CITY BLOCK 964, CITY BLOCK 965, CITY BLOCK 966, CITY BLOCK 967, CITY BLOCK 968, CITY BLOCK 969, CITY BLOCK 970, CITY BLOCK 971, CITY BLOCK 972, CITY BLOCK 973, CITY BLOCK 974, CITY BLOCK 975, CITY BLOCK 976, CITY BLOCK 977, CITY BLOCK 978, CITY BLOCK 979, CITY BLOCK 980, CITY BLOCK 981, CITY BLOCK 982, CITY BLOCK 997, CITY BLOCK 998, CITY BLOCK 999, CITY BLOCK 1000, CITY BLOCK 1001, CITY BLOCK 1002, CITY BLOCK 1003, CITY BLOCK 1004, CITY BLOCK 1005, CITY BLOCK 1006, CITY BLOCK 1007, CITY BLOCK 1008, CITY BLOCK 1009, CITY BLOCK 1027, CITY BLOCK 1028, CITY BLOCK 1029, CITY BLOCK 1030, CITY BLOCK 1031, CITY BLOCK 1032, CITY BLOCK 1033, CITY BLOCK 1065, CITY BLOCK 1066, CITY BLOCK 1067, CITY BLOCK 1068, CITY BLOCK 1069, CITY BLOCK 1070, CITY BLOCK 1071, CITY BLOCK 1072, CITY BLOCK 1073, CITY BLOCK 1074, CITY BLOCK 1075, CITY BLOCK 1076, CITY BLOCK 1077, CITY BLOCK 1078, CITY BLOCK 1079, CITY BLOCK 1080, CITY BLOCK 1081, CITY BLOCK 1082, CITY BLOCK 1083, CITY BLOCK 1084, CITY BLOCK 1085, CITY BLOCK 1086, CITY BLOCK 1087, CITY BLOCK 1088, CITY BLOCK 1089, CITY BLOCK 1090, CITY BLOCK 1091, CITY BLOCK 1092, CITY BLOCK 1093, CITY BLOCK 1094, CITY BLOCK 1095, CITY BLOCK 1096, CITY BLOCK 1097, CITY BLOCK 1098, CITY BLOCK 1099, CITY BLOCK 1100, CITY BLOCK 1101, CITY BLOCK 1102, CITY BLOCK 1103, CITY BLOCK 1104, CITY BLOCK 1105, CITY BLOCK 1106, CITY BLOCK 1107, CITY BLOCK 1108, CITY BLOCK 1109, CITY BLOCK 1110, CITY BLOCK 1134, CITY BLOCK 1135, CITY BLOCK 1176, CITY BLOCK 1177, CITY BLOCK 1178, CITY BLOCK 1249, CITY BLOCK 1673, CITY BLOCK 1674, CITY BLOCK 1675, CITY BLOCK 1692, CITY BLOCK 1695, CITY BLOCK 1696, CITY BLOCK 1699, CITY BLOCK 1744, CITY BLOCK 1746, CITY BLOCK 1831, CITY BLOCK 1842, CITY BLOCK 1843, CITY BLOCK 1844, CITY BLOCK 1845, CITY BLOCK 1846, CITY BLOCK 1847, CITY BLOCK 1848, CITY BLOCK 1851, CITY BLOCK 1852, CITY BLOCK 1853, CITY BLOCK 1854, CITY BLOCK 1855, CITY BLOCK 1857, CITY BLOCK 1858, CITY BLOCK 1859, CITY BLOCK 1860, CITY BLOCK 1861, CITY BLOCK 1877, CITY BLOCK 1883, CITY BLOCK 1884, CITY BLOCK 1885, CITY BLOCK 1886, CITY BLOCK 1887, CITY BLOCK 1888, CITY BLOCK 1889, CITY BLOCK 1890, CITY BLOCK 1891, CITY BLOCK 1892, CITY BLOCK 1893, CITY BLOCK 1894, CITY BLOCK 1895, CITY BLOCK 1896, CITY BLOCK 1897, CITY BLOCK 1898, CITY BLOCK 1899, CITY BLOCK 1900, CITY BLOCK 1901, CITY BLOCK 1902, CITY BLOCK 1903, CITY BLOCK 1904, CITY BLOCK 1905, CITY BLOCK 1906, CITY BLOCK 1907, CITY BLOCK 1984, CITY BLOCK 1985, CITY BLOCK 2004, CITY BLOCK 2005, CITY BLOCK 2006, CITY BLOCK 2007, CITY BLOCK 2008, CITY BLOCK 2009, CITY BLOCK 2146, CITY BLOCK 2298, CITY BLOCK 2308, CITY BLOCK 2309, CITY

BLOCK 2310, CITY BLOCK 2311, CITY BLOCK 2312, CITY BLOCK 2313, CITY BLOCK 2314, CITY BLOCK 2315, CITY BLOCK 2316, CITY BLOCK 2317, CITY BLOCK 2318, CITY BLOCK 2319, CITY BLOCK 2320, CITY BLOCK 2322, CITY BLOCK 2323, CITY BLOCK 2324, CITY BLOCK 2325, CITY BLOCK 2326, CITY BLOCK 2327, CITY BLOCK 2328, CITY BLOCK 2329, CITY BLOCK 2330, CITY BLOCK 2331, CITY BLOCK 2332, CITY BLOCK 2333, CITY BLOCK 2334, CITY BLOCK 2335, CITY BLOCK 2336, CITY BLOCK 2337, CITY BLOCK 2338, CITY BLOCK 2339, CITY BLOCK 2340, CITY BLOCK 2341, CITY BLOCK 2342, CITY BLOCK 2343, CITY BLOCK 2344, CITY BLOCK 2345, CITY BLOCK 2346, CITY BLOCK 2347, CITY BLOCK 2348, CITY BLOCK 2349, CITY BLOCK 2350, CITY BLOCK 2351, CITY BLOCK 2352, CITY BLOCK 2353, CITY BLOCK 2354, CITY BLOCK 2355, CITY BLOCK 2356, CITY BLOCK 2357, CITY BLOCK 2358, CITY BLOCK 2359, CITY BLOCK 2361, CITY BLOCK 2363, CITY BLOCK 2364, CITY BLOCK 2365, CITY BLOCK 2366, CITY BLOCK 2367, CITY BLOCK 2368, CITY BLOCK 2369, CITY BLOCK 2370, CITY BLOCK 2371, CITY BLOCK 2372, CITY BLOCK 2373, CITY BLOCK 2374, CITY BLOCK 2375, CITY BLOCK 2376, CITY BLOCK 2379, CITY BLOCK 2380, CITY BLOCK 6471, CITY BLOCK 6472, CITY BLOCK 6474, CITY BLOCK 6484, CITY BLOCK 6485, AND CITY BLOCK 6486 OF THE CITY OF ST. LOUIS, MISSOURI AN AREA BOUNDED BY THE SOUTH RIGHT OF WAY OF INTERSTATE 64 (FORMERLY HIGHWAY 40), THE WEST RIGHT OF WAY OF GRAND BOULEVARD AND INTERSTATE 70 (A.K.A. MARK TWAIN EXPRESSWAY) WITHIN THE CITY LIMITS OF ST. LOUIS, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- 2) BEGINNING AT THE INTERSECTION OF THE NORTHERN PROLONGATION OF THE WEST RIGHT OF WAY LINE OF 22ND (60 FOOT WIDE) STREET WITH THE NORTH RIGHT OF WAY LINE OF MARKET (100 FOOT WIDE) STREET;
- 3) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 76 DEGREES 40 MINUTES 07 SECONDS EAST, A DISTANCE OF 90.47 FEET TO THE WEST RIGHT OF WAY LINE OF THE NORTH-SOUTH DISTRIBUTOR EXPRESSWAY, BEING THE EAST LINE OF CITY BLOCK 6473;
- 4) THENCE ALONG SAID WEST RIGHT OF WAY LINE OF THE NORTH-SOUTH DISTRIBUTOR EXPRESSWAY THE FOLLOWING COURSES AND DISTANCES: NORTH 14 DEGREES 15 MINUTES 21 SECONDS EAST, A DISTANCE OF 4.26 FEET; NORTH 04 DEGREES 26 MINUTES 01 SECONDS EAST, A DISTANCE OF 159.19 FEET; NORTH 20 DEGREES 51 MINUTES 15 SECONDS WEST, A DISTANCE OF 73.79 FEET; AND NORTH 14 DEGREES 45 MINUTES 44 SECONDS EAST, A DISTANCE OF 116.81 FEET TO THE SOUTH RIGHT OF WAY LINE OF PINE (60 FOOT WIDE) STREET;
- 5) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 76 DEGREES 15 MINUTES 27 SECONDS WEST, A DISTANCE OF 301.02 FEET TO THE WEST RIGHT OF WAY LINE OF 23RD (60 FOOT WIDE) STREET;
- 6) THENCE ALONG SAID WEST RIGHT OF WAY LINE, AND THE NORTHERN PROLONGATION OF SAID 23RD STREET, NORTH 14 DEGREES 44 MINUTES 01 SECONDS EAST, A DISTANCE OF 1253.36 FEET TO THE NORTH RIGHT OF WAY LINE OF WASHINGTON (80 FOOT WIDE) STREET, SAID RIGHT OF WAY LINE BEING THE SOUTH LINE OF THE "WEST TOWN LOFTS TIF DISTRICT";
- 7) THENCE ALONG SAID "WEST TOWN LOFTS TIF DISTRICT" THE FOLLOWING COURSES AND DISTANCES: ALONG THE NORTH RIGHT OF WAY LINE OF SAID WASHINGTON STREET, SOUTH 75 DEGREES 15 MINUTES 38 SECONDS EAST, A DISTANCE OF 320.91 FEET TO THE WEST RIGHT OF WAY LINE OF 22ND (60 FOOT WIDE) STREET; ALONG THE WEST RIGHT OF WAY LINE OF SAID 22ND STREET, NORTH 14 DEGREES 43 MINUTES 35 SECONDS EAST, A DISTANCE OF 352.45 FEET TO THE NORTH LINE OF AN EAST-WEST ALLEY (15 FOOT WIDE); ALONG SAID NORTH LINE, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 138.00 FEET; LEAVING SAID NORTH LINE, NORTH 14 DEGREES 43 MINUTES 35 SECONDS EAST, A DISTANCE OF 144.58 FEET TO THE TO THE SOUTH RIGHT OF WAY LINE OF DELMAR (80 FOOT WIDE) BOULEVARD; ALONG THE SOUTH RIGHT OF WAY LINE OF SAID DELMAR BOULEVARD, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 30.00 FEET; LEAVING SAID SOUTH RIGHT OF WAY LINE, SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 144.58 FEET TO THE NORTH LINE OF THE AFOREMENTIONED EAST-WEST

ALLEY; ALONG SAID NORTH LINE, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 67.00 FEET; LEAVING SAID NORTH LINE, SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 164.66 FEET TO THE NORTH RIGHT OF WAY LINE OF LUCAS (50 FOOT WIDE) STREET;

- 8) THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LUCAS STREET, LEAVING SAID "WEST TOWN LOFTS TIF DISTRICT" NORTH 75 DEGREES 15 MINUTES 38 SECONDS WEST, A DISTANCE OF 200.94 FEET TO THE WEST RIGHT OF WAY LINE OF 23RD (60 FOOT WIDE) STREET;
- 9) THENCE ALONG SAID WEST RIGHT OF WAY LINE OF 23RD STREET, NORTH 14 DEGREES 43 MINUTES 35 SECONDS EAST, A DISTANCE OF 309.51 FEET TO THE SOUTH RIGHT OF WAY LINE OF DELMAR (80 FOOT WIDE) BOULEVARD;
- 10) THENCE ALONG SAID RIGHT OF WAY LINE OF DELMAR BOULEVARD THE FOLLOWING COURSES AND DISTANCES: NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 257.42 FEET; NORTH 76 DEGREES 58 MINUTES 01 SECONDS WEST, A DISTANCE OF 102.97 FEET; NORTH 75 DEGREES 15 MINUTES 39 SECONDS WEST, A DISTANCE OF 112.83 FEET; NORTH 71 DEGREES 59 MINUTES 30 SECONDS WEST, A DISTANCE OF 350.67 FEET; AND NORTH 75 DEGREES 15 MINUTES 38 SECONDS WEST, A DISTANCE OF 200.62 FEET TO THE EAST RIGHT OF WAY LINE OF BEAUMONT (40 FOOT WIDE) STREET;
- 11) THENCE ALONG SAID EAST RIGHT OF WAY LINE, SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 324.33 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAMUEL SHEPARD (60 FOOT) ROAD;
- 12) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 15 MINUTES 40 SECONDS WEST, A DISTANCE OF 585.50 FEET TO THE WEST RIGHT OF WAY LINE OF LEFFINGWELL (60 FOOT WIDE) AVENUE;
- 13) THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 14 DEGREES 43 MINUTES 38 SECONDS EAST, A DISTANCE OF 688.69 FEET TO THE SOUTH RIGHT OF WAY LINE OF FRANKLIN (80 FOOT) WIDE AVENUE;
- 14) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 15 MINUTES 38 SECONDS WEST, A DISTANCE OF 195.93 FEET TO THE SOUTHERN PROLONGATION OF THE EAST LINE OF CALVARY MISSIONARY BAPTIST CHURCH AS RECORDED BY DEED IN BOOK 1624, PAGE 88 OF THE CITY OF ST. LOUIS RECORDER'S OFFICE;
- 15) THENCE ALONG SAID SOUTHERN PROLONGATION AND SAID EAST LINE, NORTH 38 DEGREES 59 MINUTES 18 SECONDS EAST, A DISTANCE OF 169.97 FEET TO THE SOUTH RIGHT OF WAY LINE OF DR. MARTIN LUTHER KING (80 FOOT WIDE) DRIVE;
- 16) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF MARTIN LUTHER KING DRIVE, NORTH 51 DEGREES 02 MINUTES 27 SECONDS WEST, A DISTANCE OF 460.35 FEET TO THE EAST RIGHT OF WAY LINE OF REVEREND T.E. HUNTLEY (60 FOOT WIDE) AVENUE;
- 17) THENCE ALONG SAID EAST RIGHT OF WAY LINE, SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 148.05 FEET TO THE EASTERN PROLOGATION OF THE SOUTHWEST RIGHT OF WAY LINE OF A 20 FOOT WIDE ALLEY;
- 18) THENCE ALONG SAID EASTERN PROLONGATION AND SAID SOUTHWEST RIGHT OF WAY LINE, NORTH 51 DEGREES 02 MINUTES 27 SECONDS WEST, A DISTANCE OF 541.67 FEET TO THE EAST RIGHT OF WAY LINE OF GARRISON (60 FOOT WIDE) AVENUE;
- 19) THENCE ALONG SAID EAST RIGHT OF WAY LINE, SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 83.25 FEET TO THE SOUTH RIGHT OF WAY LINE OF BELL (60 FOOT WIDE) AVENUE;

- 20) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 08 MINUTES 44 SECONDS WEST, A DISTANCE OF 570.09 FEET TO THE WEST RIGHT OF WAY LINE OF CARDINAL (60 FOOT WIDE) AVENUE;
- 21) THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 14 DEGREES 43 MINUTES 35 SECONDS EAST, A DISTANCE OF 336.95 FEET TO THE SOUTH RIGHT OF WAY LINE OF SCHOOL (40 FOOT WIDE) STREET;
- 22) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 08 MINUTES 44 SECONDS WEST, A DISTANCE OF 94.20 FEET;
- 23) THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, CROSSING SCHOOL STREET, NORTH 14 DEGREES 51 MINUTES 16 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST RIGHT OF WAY LINE OF A 20 FOOT WIDE ALLEY;
- 24) THENCE ALONG SAID SOUTHWEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 50 DEGREES 15 MINUTES 42 SECONDS WEST, A DISTANCE OF 513.58 FEET; AND NORTH 59 DEGREES 08 MINUTES 26 SECONDS WEST, A DISTANCE OF 158.53 TO THE EAST RIGHT OF WAY LINE OF COMPTON (80 FOOT WIDE) AVENUE;
- 25) THENCE CROSSING SAID COMPTON AVENUE, SOUTH 89 DEGREES 36 MINUTES 58 SECONDS WEST, A DISTANCE OF 80.00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID COMPTON AVENUE;
- 26) THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 00 DEGREES 23 MINUTES 02 SECONDS WEST, A DISTANCE OF 286.71 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE AFOREMENTIONED DR. MARTIN LUTHER KING DRIVE;
- 27) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, THE FOLLOWING COURSES AND DISTANCES: NORTH 50 DEGREES 15 MINUTES 42 SECONDS WEST, A DISTANCE OF 88.33 FEET; NORTH 37 DEGREES 02 MINUTES 05 SECONDS WEST, A DISTANCE OF 297.40 FEET; SOUTH 71 DEGREES 45 MINUTES 27 SECONDS WEST, A DISTANCE OF 18.31 FEET; SOUTH 89 DEGREES 36 MINUTES 58 SECONDS WEST, A DISTANCE OF 60.00 FEET; NORTH 00 DEGREES 23 MINUTES 02 SECONDS WEST, A DISTANCE OF 120.60 FEET; AND NORTH 32 DEGREES 49 MINUTES 02 SECONDS WEST, A DISTANCE OF 60.34 FEET TO THE SOUTH RIGHT OF WAY LINE OF PAGE (100 FOOT WIDE) BOULEVARD;
- 28) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF PAGE BOULEVARD AND NORTH LINE OF THE "GRAND CENTER TIF DISTRICT", NORTH 60 DEGREES 27 MINUTES 32 SECONDS WEST, A DISTANCE OF 689.24 FEET TO THE WEST RIGHT OF WAY LINE OF GRAND (VARIABLE WIDTH) BOULEVARD;
- 29) THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 24 DEGREES 23 MINUTES 28 SECONDS EAST, A DISTANCE OF 407.52 FEET TO THE WESTERN PROLONGATION OF THE NORTH RIGHT OF WAY LINE OF EVANS (60 FOOT WIDE) AVENUE;
- 30) THENCE ALONG SAID WESTERN PROLONGATION, SOUTH 59 DEGREES 51 MINUTES 38 SECONDS EAST, A DISTANCE OF 80.80 FEET TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF THE AFORMENTIONED GRAND AVENUE WITH THE NORTH RIGHT OF WAY LINE OF THE AFORMENTIONED EVANS AVENUE, BEING THE SOUTH LINE OF THE "GRAND/COZENS/EVANS TIF DISTRICT";
- 31) THENCE ALONG SAID "GRAND/COZENS/EVANS TIF DISTRICT" THE FOLLOWING COURSES AND DISTANCES: ALONG THE NORTH RIGHT OF WAY OF EVANS AVENUE, SOUTH 59 DEGREES 51 MINUTES 38 SECONDS EAST, A DISTANCE OF 369.51 FEET; LEAVING SAID NORTH RIGHT OF WAY OF EVANS AVENUE, NORTH 29 DEGREES 22 MINUTES 56 SECONDS EAST, A DISTANCE OF 113.50 FEET; NORTH 59 DEGREES 37 MINUTES 04 SECONDS WEST, A DISTANCE OF 25.00

FEET; NORTH 29 DEGREES 22 MINUTES 56 SECONDS EAST, A DISTANCE OF 128.50 FEET TO THE SOUTH RIGHT OF WAY LINE OF COZENS (40 FOOT WIDE) AVENUE; ALONG SAID SOUTH RIGHT OF WAY LINE OF COZENS AVENUE, NORTH 59 DEGREES 37 MINUTES 04 SECONDS WEST, A DISTANCE OF 366.23 FEET TO THE EAST RIGHT OF WAY LINE OF THE AFOREMENTIONED GRAND BOULEVARD;

- 32) THENCE LEAVING SAID "GRAND/COZENS/EVANS TIF DISTRICT" ALONG THE WESTERN PROLONGATION OF THE SOUTH RIGHT OF WAY LINE OF THE AFOREMENTIONED COZENS AVENUE, NORTH 59 DEGREES 37 MINUTES 04 SECONDS WEST, A DISTANCE OF 80.44 FEET TO THE WEST RIGHT OF WAY LINE OF THE AFOREMENTIONED GRAND BOULEVARD;
- 33) THENCE ALONG SAID WEST RIGHT OF WAY LINE OF GRAND BOULEVARD THE FOLLOWING COURSES AND DISTANCES: NORTH 24 DEGREES 23 MINUTES 28 SECONDS EAST, A DISTANCE OF 354.46 FEET; NORTH 27 DEGREES 49 MINUTES 39 SECONDS EAST, A DISTANCE OF 1359.27 FEET; NORTH 16 DEGREES 31 MINUTES 03 SECONDS EAST, A DISTANCE OF 101.98 FEET; AND NORTH 27 DEGREES 49 MINUTES 39 SECONDS EAST, A DISTANCE OF 1424.58 FEET TO THE NORTH RIGHT OF WAY LINE OF ST. LOUIS (100 FOOT WIDE) AVENUE;
- 34) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 60 DEGREES 18 MINUTES 11 SECONDS EAST, A DISTANCE OF 1191.52 FEET TO THE WEST RIGHT OF WAY LINE OF GLASGOW (60 FOOT WIDE) AVENUE;
- 35) THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 27 DEGREES 41 MINUTES 28 SECONDS EAST, A DISTANCE OF 2570.70 FEET TO THE NORTH RIGHT OF WAY LINE OF NATURAL BRIDGE (VARIABLE WIDTH);
- 36) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, THE FOLLOWING COURSES AND DISTANCES: SOUTH 56 DEGREES 14 MINUTES 15 SECONDS EAST, A DISTANCE OF 250.65 FEET; AND SOUTH 59 DEGREES 16 MINUTES 29 SECONDS EAST, A DISTANCE OF 1547.52 FEET TO THE NORTH RIGHT OF WAY LINE OF PALM (VARIABLE WIDTH) STREET;
- 37) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 73 DEGREES 47 MINUTES 14 SECONDS EAST, A DISTANCE OF 1662.69 FEET TO THE NORTHERN PROLONGATION OF THE WEST LINE OF CITY BLOCK 1138 OF THE CITY OF ST. LOUIS;
- 38) THENCE ALONG SAID NORTHERN PROLONGATION AND SAID WEST LINE OF CITY BLOCK 1138, SOUTH 16 DEGREES 58 MINUTES 55 SECONDS WEST, A DISTANCE OF 232.27 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF NORTH FLORISSANT (98 FOOT WIDE) AVENUE;
- 39) THENCE ALONG SAID NORTHEAST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 23 DEGREES 07 MINUTES 14 SECONDS EAST, A DISTANCE OF 1362.08 FEET; SOUTH 73 DEGREES 01 MINUTES 05 SECONDS EAST, A DISTANCE OF 60.00 FEET; SOUTH 16 DEGREES 58 MINUTES 55 SECONDS WEST, A DISTANCE OF 77.55 FEET; SOUTH 73 DEGREES 16 MINUTES 38 SECONDS EAST, A DISTANCE OF 29.71 FEET; SOUTH 24 DEGREES 15 MINUTES 40 SECONDS EAST, A DISTANCE OF 250.17 FEET; SOUTH 68 DEGREES 50 MINUTES 25 SECONDS WEST, A DISTANCE OF 12.02 FEET; SOUTH 24 DEGREES 15 MINUTES 40 SECONDS EAST, A DISTANCE OF 2361.98 FEET; AND SOUTH 21 DEGREES 44 MINUTES 52 SECONDS EAST, A DISTANCE OF 269.99 FEET TO THE NORTH RIGHT OF WAY LINE CHAMBERS (60 FOOT WIDE) STREET;
- 40) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 68 DEGREES 50 MINUTES 28 SECONDS EAST, A DISTANCE OF 677.87 FEET TO THE NORTHERN PROLONGATION OF THE WEST LINE OF CITY BLOCK 629 OF THE CITY OF ST. LOUIS;
- 41) THENCE ALONG SAID NORTHERN PROLONGATION AND SAID WEST LINE OF CITY BLOCK 629, SOUTH 19 DEGREES 34 MINUTES 07 SECONDS EAST, A DISTANCE OF 364.09 FEET TO THE SOUTHWEST CORNER, THEREOF;

- 42) THENCE ALONG THE SOUTH LINE OF SAID CITY BLOCK 629, NORTH 74 DEGREES 18 MINUTES 04 SECONDS EAST, DISTANCE OF 313.15 FEET TO THE SOUTH EAST CORNER, THEREOF;
- 43) THENCE ALONG THE EAST LINE OF SAID CITY BLOCK 629 AND ITS NORTHERN PROLONGATION, NORTH 19 DEGREES 46 MINUTES 40 SECONDS WEST, A DISTANCE OF 393.86 FEET TO THE NORTH RIGHT OF WAY LINE OF THE AFOREMENTIONED CHAMBERS STREET;
- 44) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 68 DEGREES 50 MINUTES 28 SECONDS EAST, A DISTANCE OF 781.25 FEET TO THE EAST RIGHT OF WAY LINE OF 11TH (VARIABLE WIDTH) STREET (SUBJECT TO THE WEST RIGHT OF WAY LINE OF THE AFOREMENTIONED INTERSTATE 70);
- 45) THENCE ALONG SAID EAST RIGHT OF WAY, THE FOLLOWING COURSES AND DISTANCES: SOUTH 21 DEGREES 06 MINUTES 32 SECONDS EAST, A DISTANCE OF 59.92 FEET; SOUTH 21 DEGREES 20 MINUTES 08 SECONDS EAST, A DISTANCE OF 393.07 FEET; SOUTH 01 DEGREES 41 MINUTES 52 SECONDS WEST, A DISTANCE OF 193.60 FEET; AND SOUTH 14 DEGREES 44 MINUTES 02 SECONDS WEST, A DISTANCE OF 42.19 FEET TO THE WEST RIGHT OF WAY LINE OF SAID INTERSTATE 70;
- 46) THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 19 DEGREES 42 MINUTES 42 SECONDS EAST, A DISTANCE OF 192.84 FEET; NORTH 75 DEGREES 15 MINUTES 56 SECONDS WEST, A DISTANCE OF 9.15 FEET; SOUTH 17 DEGREES 16 MINUTES 16 SECONDS EAST, A DISTANCE OF 47.17 FEET; SOUTH 75 DEGREES 15 MINUTES 56 SECONDS EAST, A DISTANCE OF 21.67 FEET; SOUTH 25 DEGREES 36 MINUTES 26 SECONDS EAST, A DISTANCE OF 144.39 FEET; SOUTH 05 DEGREES 13 MINUTES 09 SECONDS EAST, A DISTANCE OF 42.48 FEET; SOUTH 41 DEGREES 34 MINUTES 06 SECONDS WEST, A DISTANCE OF 32.07 FEET; NORTH 75 DEGREES 15 MINUTES 56 SECONDS WEST, A DISTANCE OF 95.16 FEET; SOUTH 14 DEGREES 44 MINUTES 04 SECONDS WEST, A DISTANCE OF 37.50 FEET; SOUTH 75 DEGREES 15 MINUTES 56 SECONDS EAST, A DISTANCE OF 185.14 FEET; SOUTH 35 DEGREES 34 MINUTES 33 SECONDS EAST, A DISTANCE OF 157.43 FEET; SOUTH 01 DEGREES 44 MINUTES 15 SECONDS WEST, A DISTANCE OF 61.60 FEET; SOUTH 75 DEGREES 11 MINUTES 05 SECONDS EAST, A DISTANCE OF 90.00 FEET; SOUTH 23 DEGREES 02 MINUTES 30 SECONDS EAST, A DISTANCE OF 73.46 FEET; SOUTH 02 DEGREES 36 MINUTES 44 SECONDS EAST, A DISTANCE OF 201.24 FEET; SOUTH 15 DEGREES 49 MINUTES 27 SECONDS EAST, A DISTANCE OF 127.85 FEET; SOUTH 20 DEGREES 29 MINUTES 45 SECONDS EAST, A DISTANCE OF 104.01 FEET; SOUTH 75 DEGREES 15 MINUTES 56 SECONDS EAST, A DISTANCE OF 20.00 FEET; SOUTH 14 DEGREES 44 MINUTES 04 SECONDS WEST, A DISTANCE OF 33.58 FEET; SOUTH 21 DEGREES 47 MINUTES 35 SECONDS EAST, A DISTANCE OF 210.01 FEET; SOUTH 75 DEGREES 15 MINUTES 56 SECONDS EAST, A DISTANCE OF 60.00 FEET; SOUTH 14 DEGREES 44 MINUTES 04 SECONDS WEST, A DISTANCE OF 106.97 FEET; AND SOUTH 26 DEGREES 17 MINUTES 56 SECONDS EAST, A DISTANCE OF 191.10 FEET TO THE SOUTH RIGHT OF WAY LINE OF CASS (80 FOOT WIDE) STREET;
- 47) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 11 MINUTES 20 SECONDS WEST, A DISTANCE OF 785.46 FEET TO THE EAST RIGHT OF WAY LINE OF 10TH (60 FOOT WIDE) STREET;
- 48) THENCE ALONG SAID EAST RIGHT OF WAY LINE, SOUTH 14 DEGREES 44 MINUTES 04 SECONDS WEST, A DISTANCE OF 917.75 FEET TO THE SOUTH RIGHT OF WAY LINE OF O'FALLON (60 FOOT WIDE) STREET;
- 49) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 11 MINUTES 13 SECONDS WEST, A DISTANCE OF 608.42 FEET TO THE EAST RIGHT OF WAY LINE OF HADLEY (50 FOOT WIDE) STREET;

- 50) THENCE ALONG SAID EAST RIGHT OF WAY LINE, SOUTH 14 DEGREES 44 MINUTES 00 SECONDS WEST, A DISTANCE OF 1204.43 FEET TO THE SOUTH RIGHT OF WAY LINE OF COLE (60 FOOT WIDE) STREET;
- 51) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 211.79 FEET TO THE EAST RIGHT OF WAY LINE OF TUCKER (98 FOOT WIDE) BOULEVARD;
- 52) THENCE ALONG SAID EAST RIGHT OF WAY LINE; SOUTH 15 DEGREES 14 MINUTES 24 SECONDS WEST, A DISTANCE OF 340.01 FEET TO THE NORTH RIGHT OF WAY LINE OF DR. MARTIN LUTHER KING (75 FOOT WIDE) DRIVE;
- 53) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 75 DEGREES 11 MINUTES 03 SECONDS EAST, A DISTANCE OF 217.34 FEET TO THE EAST RIGHT OF WAY LINE OF HADLEY (50 FOOT WIDE) STREET;
- 54) THENCE ALONG SAID EAST RIGHT OF WAY LINE; SOUTH 14 DEGREES 44 MINUTES 00 SECONDS WEST, A DISTANCE OF 398.50 FEET TO THE NORTH RIGHT OF WAY LINE OF DELMAR (80 FOOT WIDE) BOULEVARD;
- 55) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 75 DEGREES 11 MINUTES 03 SECONDS EAST, A DISTANCE OF 120.23 FEET TO THE NORTHERN PROJECTION OF THE EAST RIGHT OF WAY LINE OF AN 18 FOOT WIDE ALLEY IN CITY BLOCK 531;
- 56) THENCE ALONG SAID NORTHERN PROJECTION AND THE EAST RIGHT OF WAY LINE OF SAID ALLEY, SOUTH 14 DEGREES 42 MINUTES 42 SECONDS WEST, A DISTANCE OF 376.15 FEET TO THE SOUTH RIGHT OF WAY LINE OF LUCAS (43 FOOT WIDE) AVENUE;
- 57) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 16 MINUTES 26 SECONDS WEST, A DISTANCE OF 464.78 FEET TO THE WEST RIGHT OF WAY LINE OF TUCKER (VARIABLE WIDTH) STREET;
- 58) THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 16 DEGREES 09 MINUTES 30 SECONDS EAST, A DISTANCE OF 66.49 FEET; NORTH 28 DEGREES 56 MINUTES 48 SECONDS EAST, A DISTANCE OF 10.32 FEET; NORTH 16 DEGREES 16 MINUTES 01 SECONDS EAST, A DISTANCE OF 66.44 FEET; NORTH 20 DEGREES 54 MINUTES 34 SECONDS EAST, A DISTANCE OF 40.23 FEET; NORTH 21 DEGREES 05 MINUTES 35 SECONDS EAST, A DISTANCE OF 66.76 FEET; AND NORTH 14 DEGREES 43 MINUTES 53 SECONDS EAST, A DISTANCE OF 44.75 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE AFOREMENTIONED DELMAR BOULEVARD;
- 59) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 74 DEGREES 22 MINUTES 11 SECONDS WEST, A DISTANCE OF 192.00 FEET TO THE WEST RIGHT OF WAY LINE OF 13TH (40 FOOT WIDE) STREET THE FOLLOWING COURSES AND DISTANCES: NORTH 16 DEGREES 53 MINUTES 50 SECONDS EAST, A DISTANCE OF 80.00 FEET; SOUTH 73 DEGREES 06 MINUTES 10 SECONDS EAST, A DISTANCE OF 6.76 FEET; AND NORTH 14 DEGREES 43 MINUTES 56 SECONDS EAST, A DISTANCE OF 141.94 FEET TO THE SOUTH RIGHT OF WAY OF GAY (40 FOOT WIDE) STREET;
- 60) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 138.08 FEET TO THE EAST LINE OF LAND NOW OR FORMERLY OF MARSHALL A. & SHARON I. PODOLSKY, H/W AS RECORDED BY DEED IN BOOK 1648, PAGE 577 OF SAID RECORDER'S OFFICE;
- 61) THENCE ALONG SAID EAST LINE, NORTH 14 DEGREES 43 MINUTES 56 SECONDS EAST, A DISTANCE OF 182.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE AFOREMENTIONED DR. MARTIN LUTHER KING DRIVE;

- 62) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 247.92 FEET TO THE EAST RIGHT OF WAY LINE OF 14TH (80 FOOT WIDE) STREET;
- 63) THENCE ALONG SAID EAST RIGHT OF WAY LINE, SOUTH 14 DEGREES 43 MINUTES 53 SECONDS WEST, A DISTANCE OF 389.97 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE AFOREMENTIONED DELMAR BOULEVARD;
- 64) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 09 MINUTES 57 SECONDS WEST, A DISTANCE OF 2240.80 FEET TO THE WEST RIGHT OF WAY LINE OF 19TH (60 FOOT WIDE) STREET;
- 65) THENCE ALONG SAID EAST RIGHT OF WAY LINE; NORTH 14 DEGREES 43 MINUTES 35 SECONDS EAST, A DISTANCE OF 389.25 FEET TO THE SOUTH RIGHT OF WAY LINE OF DR. MARTIN LUTHER KING (75 FOOT WIDE) DRIVE;
- 66) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 376.00 FEET TO THE EAST RIGHT OF WAY LINE OF 20TH (60 FOOT WIDE) STREET;
- 67) THENCE ALONG SAID EAST RIGHT OF WAY LINE, BEING ADJACENT TO THE "TUDOR BUILDING/1818 WASHINGTON TIF DISTRICT" (LOCATED EAST OF THE EAST RIGHT OF WAY OF 20TH STREET) SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 965.11 FEET TO THE SOUTH RIGHT OF WAY LINE OF WASHINGTON (80 FOOT WIDE) AVENUE;
- 68) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 17 MINUTES 08 SECONDS WEST, A DISTANCE OF 159.98 FEET TO THE WEST LINE OF THE "110 NORTH CONDOMINIUM LLC TIF DISTRICT";
- 69) THENCE ALONG SAID WEST LINE, SOUTH 14 DEGREES 01 MINUTES 52 SECONDS WEST, A DISTANCE OF 150.01 FEET TO THE NORTH RIGHT OF WAY LINE OF ST. CHARLES (38.50 FOOT WIDE) STREET;
- 70) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 75 DEGREES 17 MINUTES 08 SECONDS WEST, A DISTANCE OF 161.80 FEET TO THE EAST RIGHT OF WAY LINE OF 20TH (60 FOOT WIDE) STREET;
- 71) THENCE ALONG SAID EAST RIGHT OF WAY LINE; SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 420.50 FEET TO THE NORTH RIGHT OF WAY LINE OF AN ALLEY (19 FEET 10 INCHES WIDE) LOCATED IN CITY BLOCK 900;
- 72) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 75 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 398.00 FEET TO THE EAST RIGHT OF WAY LINE OF THE AFOREMENTIONED 19TH STREET;
- 73) THENCE ALONG SAID EAST RIGHT OF WAY LINE; SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 420.30 FEET TO THE NORTH RIGHT OF WAY LINE OF PINE (60 FOOT WIDE) STREET;
- 74) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 75 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 794.40 FEET TO THE EAST RIGHT OF WAY LINE OF 17TH (60 FOOT WIDE) STREET;
- 75) THENCE ALONG SAID EAST RIGHT OF WAY LINE; SOUTH 14 DEGREES 42 MINUTES 42 SECONDS WEST, A DISTANCE OF 353.67 FEET TO THE SOUTH RIGHT OF WAY LINE OF CHESTNUT (60 FOOT WIDE) STREET;

- 76) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 17 MINUTES 08 SECONDS WEST, A DISTANCE OF 1192.49 FEET TO THE EAST RIGHT OF WAY LINE OF THE AFOREMENTIONED 20TH STREET;
- 77) THENCE ALONG SAID EAST RIGHT OF WAY LINE, SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 948.33 FEET TO THE SOUTH RIGHT OF WAY LINE OF EUGENIA (60 FOOT WIDE) STREET;
- 78) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF EUGENIA STREET, NORTH 75 DEGREES 21 MINUTES 37 SECONDS WEST, A DISTANCE OF 384.87 FEET TO THE EAST RIGHT OF WAY LINE OF 21ST (60 FOOT WIDE) STREET;
- 79) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF 21ST STREET, SOUTH 14 DEGREES 39 MINUTES 41 SECONDS WEST, A DISTANCE OF 120.00 FEET TO THE NORTH RIGHT OF WAY LINE OF AN ALLEY 15 FOOT WIDE;
- 80) THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF SAID ALLEY, SOUTH 75 DEGREES 21 MINUTES 37 SECONDS EAST, A DISTANCE OF 384.74 FEET TO THE EAST RIGHT OF WAY LINE OF THE AFOREMENTIONED 20TH STREET;
- 81) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF 20TH STREET, SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 135.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF CLARK (60 FOOT WIDE) STREET;
- 82) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 21 MINUTES 37 SECONDS WEST, A DISTANCE OF 384.58 WEST TO THE EAST RIGHT OF WAY LINE OF 21ST (60 FOOT WIDE) STREET;
- 83) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF 21ST STREET, SOUTH 14 DEGREES 39 MINUTES 41 SECONDS WEST, A DISTANCE OF 286.11 FEET TO THE SOUTH LINE OF LAND NOW OR FORMERLY OF BI-STATE DEVELOPMENT AS RECORDED BY DEED IN BOOK 1692, PAGE 192 OF THE ST. LOUIS CITY RECORDER'S OFFICE;
- 84) THENCE ALONG SAID SOUTH LINE, SOUTH 74 DEGREES 55 MINUTES 40 SECONDS EAST, A DISTANCE OF 172.58 FEET TO THE EAST RIGHT OF WAY LINE OF A 15 FOOT ALLEY;
- 85) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF AN ALLEY, SOUTH 14 DEGREES 36 MINUTES 47 SECONDS WEST, A DISTANCE OF 342.13 FEET TO THE WEST LINE OF LAND NOW OR FORMERLY OF NATIONAL RAILROAD PASSENGER CORPORATION (AMTRACK) AS RECORDED BY DEED IN BOOK 1642, PAGE 285 OF SAID RECORDER'S OFFICE;
- 86) THENCE ALONG SAID WEST LINE OF AMTRACK, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 439.28 FEET, WITH A CENTRAL ANGLE OF 52 DEGREES 42 MINUTES 46 SECONDS, (WHICH CHORD BEARS SOUTH 40 DEGREES 58 MINUTES 10 SECONDS WEST, A CHORD DISTANCE OF 390.04 FEET), THROUGH AN ARC DISTANCE OF 404.14 FEET TO THE EAST RIGHT OF WAY LINE OF 21ST (60 FOOT WIDE) STREET;
- 87) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF 21ST STREET, NORTH 14 DEGREES 39 MINUTES 41 SECONDS EAST, A DISTANCE OF 135.83 FEET;
- 88) THENCE LEAVING SAID EAST RIGHT OF WAY LINE, CROSSING SAID 21ST STREET AND EXISTING METROLINK LAND, NORTH 75 DEGREES 20 MINUTES 19 SECONDS WEST, A DISTANCE OF 204.70 FEET TO THE SOUTH RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY 40, TO BE KNOWN AS INTERSTATE 64;
- 89) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 80 DEGREES 49 MINUTES 15 SECONDS WEST, A DISTANCE OF 232.79 FEET; NORTH 75 DEGREES 10 MINUTES 33 SECONDS WEST, A DISTANCE OF 120.00 FEET;

SOUTH 14 DEGREES 41 MINUTES 37 SECONDS WEST, A DISTANCE OF 41.19 FEET; NORTH 75 DEGREES 10 MINUTES 33 SECONDS WEST, A DISTANCE OF 138.00 FEET; SOUTH 14 DEGREES 41 MINUTES 37 SECONDS WEST, A DISTANCE OF 15.00 FEET; NORTH 75 DEGREES 10 MINUTES 33 SECONDS WEST, A DISTANCE OF 99.89 FEET; SOUTH 14 DEGREES 30 MINUTES 20 SECONDS WEST, A DISTANCE OF 79.97 FEET; NORTH 35 DEGREES 20 MINUTES 19 SECONDS WEST, A DISTANCE OF 416.40 FEET; NORTH 57 DEGREES 10 MINUTES 38 SECONDS WEST, A DISTANCE OF 191.72 FEET; NORTH 65 DEGREES 35 MINUTES 36 SECONDS WEST, A DISTANCE OF 351.74 FEET; AND NORTH 75 DEGREES 24 MINUTES 53 SECONDS WEST, A DISTANCE OF 125.09 FEET TO THE EAST RIGHT OF WAY LINE OF JEFFERSON (100 FOOT WIDE) AVENUE;

- 90) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF JEFFERSON ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 750.00 FEET, WITH A CENTRAL ANGLE OF 03 DEGREES 23 MINUTES 05 SECONDS (WHICH CHORD BEARS NORTH 23 DEGREES 49 MINUTES 17 SECONDS EAST, A CHORD DISTANCE OF 44.30 FEET) THROUGH AN ARC DISTANCE OF 44.31 FEET;
- 91) THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, NORTH 25 DEGREES 30 MINUTES 50 SECONDS EAST, A DISTANCE OF 275.41 FEET TO THE NORTH RIGHT OF WAY LINE OF THE AFOREMENTIONED MISSOURI STATE HIGHWAY 40;
- 92) THENCE ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 75 DEGREES 16 MINUTES 04 SECONDS EAST, A DISTANCE OF 341.14 FEET; SOUTH 89 DEGREES 54 MINUTES 03 SECONDS EAST, A DISTANCE OF 324.21 FEET; NORTH 72 DEGREES 58 MINUTES 51 SECONDS EAST, A DISTANCE OF 117.47 FEET; NORTH 14 DEGREES 38 MINUTES 29 SECONDS EAST, A DISTANCE OF 15.00 FEET; NORTH 71 DEGREES 47 MINUTES 31 SECONDS EAST, A DISTANCE OF 260.89 FEET; NORTH 71 DEGREES 40 MINUTES 18 SECONDS EAST, A DISTANCE OF 55.31 FEET; AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 290.00 FEET, WITH A CENTRAL ANGLE OF 26 DEGREES 07 MINUTES 41 SECONDS (WHICH CHORD BEARS NORTH 65 DEGREES 14 MINUTES 23 SECONDS EAST, A CHORD DISTANCE OF 131.10 FEET) THROUGH AN ARC DISTANCE OF 132.25 FEET TO THE WEST RIGHT OF WAY LINE OF THE AFOREMENTIONED 22ND STREET;
- 93) THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 14 DEGREES 39 MINUTES 08 SECONDS EAST, A DISTANCE OF 832.21 FEET TO THE POINT OF BEGINNING.
- 94) THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 1,486 ACRES, EXCEPTING THEREFROM EXISTING METRO-LINK RIGHT OF WAY, IS BASED UPON CITY BLOCK MAPS AND CALCULATIONS PERFORMED BY COLE AND ASSOCIATES, INC. DURING THE MONTHS OF MAY AND JUNE 2008 AND MAY 2009 AND IS SUBJECT TO AN ACTUAL BOUNDARY SURVEY DONE IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS FOR THE STATE OF MISSOURI AND ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, RIGHTS OF WAY, AND ANY CONDITIONS OF RECORD, IF ANY.

EXCEPT THEREFROM THE FOLLOWING DESCRIBED TIF DISTRICTS

ADLER LOFTS CONDO TIF DISTRICT

PARCEL ONE

- 1) A LOT IN BLOCK 2006 OF THE CITY OF ST. LOUIS, FRONTING 100 FEET ON THE NORTH LINE OF WASHINGTON AVENUE BY A DEPTH NORTHWARDLY BETWEEN PARALLEL LINES OF 137 FEET MORE OR LESS TO THE SOUTH LINE OF LUCAS AVENUE; BOUNDED WEST BY A LINE PARALLEL TO AND 75 FEET EAST OF THE EAST LINE OF 21ST STREET OR BY PROPERTY NOW OR FORMERLY OF CRADDOCK-TERRY CO.

PARCEL TWO

- 2) A LOT IN BLOCK 2006 OF THE CITY OF ST. LOUIS FRONTING 75 FEET ON THE NORTH LINE OF WASHINGTON AVENUE BY A DEPTH NORTHWARDLY 137 FEET 9 INCHES, MORE OR LESS, TO THE SOUTH LINE OF LUCAS AVENUE; BOUNDED WEST BY TWENTY-FIRST STREET.

PARCEL THREE

- 3) A LOT IN BLOCK 2007 OF THE CITY OF ST. LOUIS, FRONTING 69 FEET ON THE NORTH LINE OF WASHINGTON AVENUE BY A DEPTH NORTHWARDLY OF 137 FEET, MORE OR LESS, TO THE SOUTH LINE OF LUCAS AVENUE, WITH A WIDTH THEREON OF 69 FEET; BOUNDED EAST BY TWENTY-FIRST STREET, AND WEST BY A LINE 69 FEET WEST OF AND PARALLEL TO THE WEST LINE OF TWENTY-FIRST STREET, OR PROPERTY NOW OR FORMERLY OF MARY JANE BLANKE.

PARCEL FOUR

- 4) A TRACT OF LAND BEING PART OF 21ST STREET, 60.00 FEET WIDE, BETWEEN CITY BLOCKS 2007 AND 2006 OF THE CITY OF ST. LOUIS, MISSOURI; SAID BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WASHINGTON (80.00 FOOT WIDE) AVENUE AND THE WEST LINE OF 21ST (60.00 FOOT WIDE) STREET; THENCE NORTH 02 DEGREES 23 MINUTES 58 SECONDS WEST ALONG THE WEST LINE OF SAID 21ST STREET FOR A DISTANCE OF 136.97 FEET TO A POINT LOCATED ON THE SOUTH LINE OF LUCAS (50.00) AVENUE; THENCE NORTH 87 DEGREES 32 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 60.00 FEET TO A POINT LOCATED ON THE LINE OF SAID 21ST STREET; THENCE SOUTH 02 DEGREES 23 MINUTES 58 SECONDS EAST ALONG THE EAST LINE OF SAID 21ST STREET FOR A DISTANCE OF 136.89 FEET TO A POINT LOCATED ON THE NORTH LINE OF WASHINGTON AVENUE; THENCE SOUTH 87 DEGREES 27 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 8213 SQUARE FEET.

PACKARD LOFTS TIF DISTRICT

- 5) THAT PARCEL IDENTIFIED BY THE CITY OF ST. LOUIS ASSESSOR'S OFFICE AS PARCEL 09180000400.
- 6) THE ABOVE DESCRIBED TRACT 3 IS WITHIN THE PACKARD LOFTS TIF REDEVELOPMENT PLAN, LOCATED AT 2201-2215 LOCUST STREET WITHIN CITY BLOCK 918 OF THE CITY OF ST. LOUIS.

LEGAL DESCRIPTION
RPA A
SEPTEMBER 2009
PROJECT NUMBER 07-0236

- 1) A TRACT OF LAND BEING ALL OF OR PART OF THE FOLLOWING: CITY BLOCK 496, CITY BLOCK 895, CITY BLOCK 900, CITY BLOCK 901, CITY BLOCK 902, CITY BLOCK 905, CITY BLOCK 907, CITY BLOCK 908, CITY BLOCK 909, CITY BLOCK 910, CITY BLOCK 917, CITY BLOCK 918, CITY BLOCK 935, CITY BLOCK 936, CITY BLOCK 938, CITY BLOCK 939, CITY BLOCK 940, CITY BLOCK 1695, CITY BLOCK 1696, CITY BLOCK 1699, CITY BLOCK 1709A, CITY BLOCK 1709B, CITY BLOCK 1714, CITY BLOCK 2004, CITY BLOCK 2005, CITY BLOCK 2006, CITY BLOCK 2007, CITY BLOCK 2008, CITY BLOCK 2009, CITY BLOCK 6471, CITY BLOCK 6472, CITY BLOCK 6474 OF THE CITY OF ST. LOUIS, MISSOURI AN AREA BOUNDED BY THE NORTH RIGHT OF WAY OF SCOTT AVENUE, THE WEST RIGHT OF WAY OF JEFFERSON AVENUE, SOUTH RIGHT OF WAY OF DR. MARTIN LUTHER KING DRIVE, AND THE EAST RIGHT OF WAY LINE OF 17TH STREET WITHIN THE CITY LIMITS OF ST. LOUIS, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
- 2) BEGINNING AT THE INTERSECTION OF THE NORTHERN PROLONGATION OF THE WEST RIGHT OF WAY LINE OF 22ND (60 FOOT WIDE) STREET WITH THE NORTH RIGHT OF WAY LINE OF MARKET (100 FOOT WIDE) STREET;
- 3) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 76 DEGREES 40 MINUTES 07 SECONDS EAST, A DISTANCE OF 90.47 FEET TO THE WEST RIGHT OF WAY LINE OF THE NORTH-SOUTH DISTRIBUTOR EXPRESSWAY, BEING THE EAST LINE OF CITY BLOCK 6473;
- 4) THENCE ALONG SAID WEST RIGHT OF WAY LINE OF THE NORTH-SOUTH DISTRIBUTOR EXPRESSWAY THE FOLLOWING COURSES AND DISTANCES: NORTH 14 DEGREES 15 MINUTES 21 SECONDS EAST, A DISTANCE OF 4.26 FEET; NORTH 04 DEGREES 26 MINUTES 01 SECONDS EAST, A DISTANCE OF 159.19 FEET; NORTH 20 DEGREES 51 MINUTES 15 SECONDS WEST, A DISTANCE OF 73.79 FEET; AND NORTH 14 DEGREES 45 MINUTES 44 SECONDS EAST, A DISTANCE OF 116.81 FEET TO THE SOUTH RIGHT OF WAY LINE OF PINE (60 FOOT WIDE) STREET;
- 5) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 76 DEGREES 15 MINUTES 27 SECONDS WEST, A DISTANCE OF 301.02 FEET TO THE WEST RIGHT OF WAY LINE OF 23RD (60 FOOT WIDE) STREET;
- 6) THENCE ALONG SAID WEST RIGHT OF WAY LINE, AND THE NORTHERN PROLONGATION OF SAID 23RD STREET, NORTH 14 DEGREES 44 MINUTES 01 SECONDS EAST, A DISTANCE OF 1253.36 FEET TO THE NORTH RIGHT OF WAY LINE OF WASHINGTON (80 FOOT WIDE) STREET, SAID RIGHT OF WAY LINE BEING THE SOUTH LINE OF THE "WEST TOWN LOFTS TIF DISTRICT";
- 7) THENCE ALONG SAID "WEST TOWN LOFTS TIF DISTRICT" THE FOLLOWING COURSES AND DISTANCES: ALONG THE NORTH RIGHT OF WAY LINE OF SAID WASHINGTON STREET, SOUTH 75 DEGREES 15 MINUTES 38 SECONDS EAST, A DISTANCE OF 320.91 FEET TO THE WEST RIGHT OF WAY LINE OF 22ND (60 FOOT WIDE) STREET; ALONG THE WEST RIGHT OF WAY LINE OF SAID 22ND STREET, NORTH 14 DEGREES 43 MINUTES 35 SECONDS EAST, A DISTANCE OF 352.45 FEET TO THE NORTH LINE OF AN EAST-WEST ALLEY (15 FOOT WIDE); ALONG SAID NORTH LINE, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 138.00 FEET; LEAVING SAID NORTH LINE, NORTH 14 DEGREES 43 MINUTES 35 SECONDS EAST, A DISTANCE OF 144.58 FEET TO THE TO THE SOUTH RIGHT OF WAY LINE OF DELMAR (80 FOOT WIDE) BOULEVARD; ALONG THE SOUTH RIGHT OF WAY LINE OF SAID DELMAR BOULEVARD, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 30.00 FEET; LEAVING SAID SOUTH RIGHT OF WAY LINE, SOUTH 14 DEGREES

43 MINUTES 35 SECONDS WEST, A DISTANCE OF 144.58 FEET TO THE NORTH LINE OF THE AFOREMENTIONED EAST-WEST ALLEY; ALONG SAID NORTH LINE, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 67.00 FEET; LEAVING SAID NORTH LINE, SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 164.66 FEET TO THE NORTH RIGHT OF WAY LINE OF LUCAS (50 FOOT WIDE) STREET;

- 8) THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LUCAS STREET, LEAVING SAID "WEST TOWN LOFTS TIF DISTRICT" NORTH 75 DEGREES 15 MINUTES 38 SECONDS WEST, A DISTANCE OF 200.94 FEET TO THE WEST RIGHT OF WAY LINE OF 23RD (60 FOOT WIDE) STREET;
- 9) THENCE ALONG SAID WEST RIGHT OF WAY LINE OF 23RD STREET TO THE NORTH RIGHT OF WAY LINE OF AN ALLEY NORTH OF AND PARALLEL TO DELMAR (80 FOOT WIDE) BOULEVARD;
- 10) THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF SAID ALLEY TO THE EAST RIGHT OF WAY LINE OF 20TH (60 FOOT WIDE) STREET;
- 11) THENCE ALONG SAID EAST RIGHT OF WAY LINE, BEING ADJACENT TO THE "TUDOR BUILDING/1818 WASHINGTON TIF DISTRICT" (LOCATED EAST OF THE EAST RIGHT OF WAY OF 20TH STREET) TO THE SOUTH RIGHT OF WAY LINE OF WASHINGTON (80 FOOT WIDE) AVENUE;
- 12) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 17 MINUTES 08 SECONDS WEST, A DISTANCE OF 159.98 FEET TO THE WEST LINE OF THE "110 NORTH CONDOMINIUM LLC TIF DISTRICT";
- 13) THENCE ALONG SAID WEST LINE, SOUTH 14 DEGREES 01 MINUTES 52 SECONDS WEST, A DISTANCE OF 150.01 FEET TO THE NORTH RIGHT OF WAY LINE OF ST. CHARLES (38.50 FOOT WIDE) STREET;
- 14) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 75 DEGREES 17 MINUTES 08 SECONDS WEST, A DISTANCE OF 161.80 FEET TO THE EAST RIGHT OF WAY LINE OF 20TH (60 FOOT WIDE) STREET;
- 15) THENCE ALONG SAID EAST RIGHT OF WAY LINE; SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 420.50 FEET TO THE NORTH RIGHT OF WAY LINE OF AN ALLEY (19 FEET 10 INCHES WIDE) LOCATED IN CITY BLOCK 900;
- 16) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 75 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 398.00 FEET TO THE EAST RIGHT OF WAY LINE OF THE AFOREMENTIONED 19TH STREET;
- 17) THENCE ALONG SAID EAST RIGHT OF WAY LINE; SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 420.30 FEET TO THE NORTH RIGHT OF WAY LINE OF PINE (60 FOOT WIDE) STREET;
- 18) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 75 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 794.40 FEET TO THE EAST RIGHT OF WAY LINE OF 17TH (60 FOOT WIDE) STREET;
- 19) THENCE ALONG SAID EAST RIGHT OF WAY LINE; SOUTH 14 DEGREES 42 MINUTES 42 SECONDS WEST, A DISTANCE OF 353.67 FEET TO THE SOUTH RIGHT OF WAY LINE OF CHESTNUT (60 FOOT WIDE) STREET;
- 20) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 17 MINUTES 08 SECONDS WEST, A DISTANCE OF 1192.49 FEET TO THE EAST RIGHT OF WAY LINE OF THE AFOREMENTIONED 20TH STREET;

- 21) THENCE ALONG SAID EAST RIGHT OF WAY LINE, SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 948.33 FEET TO THE SOUTH RIGHT OF WAY LINE OF EUGENIA (60 FOOT WIDE) STREET;
- 22) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF EUGENIA STREET, NORTH 75 DEGREES 21 MINUTES 37 SECONDS WEST, A DISTANCE OF 384.87 FEET TO THE EAST RIGHT OF WAY LINE OF 21ST (60 FOOT WIDE) STREET;
- 23) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF 21ST STREET, SOUTH 14 DEGREES 39 MINUTES 41 SECONDS WEST, A DISTANCE OF 120.00 FEET TO THE NORTH RIGHT OF WAY LINE OF AN ALLEY 15 FOOT WIDE;
- 24) THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF SAID ALLEY, SOUTH 75 DEGREES 21 MINUTES 37 SECONDS EAST, A DISTANCE OF 384.74 FEET TO THE EAST RIGHT OF WAY LINE OF THE AFOREMENTIONED 20TH STREET;
- 25) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF 20TH STREET, SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 135.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF CLARK (60 FOOT WIDE) STREET;
- 26) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 21 MINUTES 37 SECONDS WEST, A DISTANCE OF 384.58 WEST TO THE EAST RIGHT OF WAY LINE OF 21ST (60 FOOT WIDE) STREET;
- 27) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF 21ST STREET, SOUTH 14 DEGREES 39 MINUTES 41 SECONDS WEST, A DISTANCE OF 286.11 FEET TO THE SOUTH LINE OF LAND NOW OR FORMERLY OF BI-STATE DEVELOPMENT AS RECORDED BY DEED IN BOOK 1692, PAGE 192 OF THE ST. LOUIS CITY RECORDER'S OFFICE;
- 28) THENCE ALONG SAID SOUTH LINE, SOUTH 74 DEGREES 55 MINUTES 40 SECONDS EAST, A DISTANCE OF 172.58 FEET TO THE EAST RIGHT OF WAY LINE OF A 15 FOOT ALLEY;
- 29) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF AN ALLEY, SOUTH 14 DEGREES 36 MINUTES 47 SECONDS WEST, A DISTANCE OF 342.13 FEET TO THE WEST LINE OF LAND NOW OR FORMERLY OF NATIONAL RAILROAD PASSENGER CORPORATION (AMTRACK) AS RECORDED BY DEED IN BOOK 1642, PAGE 285 OF SAID RECORDER'S OFFICE;
- 30) THENCE ALONG SAID WEST LINE OF AMTRACK, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 439.28 FEET, WITH A CENTRAL ANGLE OF 52 DEGREES 42 MINUTES 46 SECONDS, (WHICH CHORD BEARS SOUTH 40 DEGREES 58 MINUTES 10 SECONDS WEST, A CHORD DISTANCE OF 390.04 FEET), THROUGH AN ARC DISTANCE OF 404.14 FEET TO THE EAST RIGHT OF WAY LINE OF 21ST (60 FOOT WIDE) STREET;
- 31) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF 21ST STREET, NORTH 14 DEGREES 39 MINUTES 41 SECONDS EAST, A DISTANCE OF 135.83 FEET;
- 32) THENCE LEAVING SAID EAST RIGHT OF WAY LINE, CROSSING SAID 21ST STREET AND EXISTING METROLINK LAND, NORTH 75 DEGREES 20 MINUTES 19 SECONDS WEST, A DISTANCE OF 204.70 FEET TO THE SOUTH RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY 40, TO BE KNOWN AS INTERSTATE 64;
- 33) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 80 DEGREES 49 MINUTES 15 SECONDS WEST, A DISTANCE OF 232.79 FEET; NORTH 75 DEGREES 10 MINUTES 33 SECONDS WEST, A DISTANCE OF 120.00 FEET; SOUTH 14 DEGREES 41 MINUTES 37 SECONDS WEST, A DISTANCE OF 41.19 FEET; NORTH 75 DEGREES 10 MINUTES 33 SECONDS WEST, A DISTANCE OF 138.00 FEET; SOUTH 14 DEGREES 41 MINUTES 37 SECONDS WEST, A DISTANCE OF 15.00 FEET; NORTH 75

DEGREES 10 MINUTES 33 SECONDS WEST, A DISTANCE OF 99.89 FEET; SOUTH 14 DEGREES 30 MINUTES 20 SECONDS WEST, A DISTANCE OF 79.97 FEET; NORTH 35 DEGREES 20 MINUTES 19 SECONDS WEST, A DISTANCE OF 416.40 FEET; NORTH 57 DEGREES 10 MINUTES 38 SECONDS WEST, A DISTANCE OF 191.72 FEET; NORTH 65 DEGREES 35 MINUTES 36 SECONDS WEST, A DISTANCE OF 351.74 FEET; AND NORTH 75 DEGREES 24 MINUTES 53 SECONDS WEST, A DISTANCE OF 125.09 FEET TO THE EAST RIGHT OF WAY LINE OF JEFFERSON (100 FOOT WIDE) AVENUE;

- 34) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF JEFFERSON ALONG A ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 750.00 FEET, WITH A CENTRAL ANGLE OF 03 DEGREES 23 MINUTES 05 SECONDS (WHICH CHORD BEARS NORTH 23 DEGREES 49 MINUTES 17 SECONDS EAST, A CHORD DISTANCE OF 44.30 FEET) THROUGH AN ARC DISTANCE OF 44.31 FEET;
- 35) THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, NORTH 25 DEGREES 30 MINUTES 50 SECONDS EAST, A DISTANCE OF 275.41 FEET TO THE NORTH RIGHT OF WAY LINE OF THE AFOREMENTIONED MISSOURI STATE HIGHWAY 40;
- 36) THENCE ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 75 DEGREES 16 MINUTES 04 SECONDS EAST, A DISTANCE OF 341.14 FEET; SOUTH 89 DEGREES 54 MINUTES 03 SECONDS EAST, A DISTANCE OF 324.21 FEET; NORTH 72 DEGREES 58 MINUTES 51 SECONDS EAST, A DISTANCE OF 117.47 FEET; NORTH 14 DEGREES 38 MINUTES 29 SECONDS EAST, A DISTANCE OF 15.00 FEET; NORTH 71 DEGREES 47 MINUTES 31 SECONDS EAST, A DISTANCE OF 260.89 FEET; NORTH 71 DEGREES 40 MINUTES 18 SECONDS EAST, A DISTANCE OF 55.31 FEET; AND ALONG A ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 290.00 FEET, WITH A CENTRAL ANGLE OF 26 DEGREES 07 MINUTES 41 SECONDS (WHICH CHORD BEARS NORTH 65 DEGREES 14 MINUTES 23 SECONDS EAST, A CHORD DISTANCE OF 131.10 FEET) THROUGH AN ARC DISTANCE OF 132.25 FEET TO THE WEST RIGHT OF WAY LINE OF THE AFOREMENTIONED 22ND STREET;
- 37) THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 14 DEGREES 39 MINUTES 08 SECONDS EAST, A DISTANCE OF 832.21 FEET TO THE POINT OF BEGINNING
- 38) THE ABOVE DESCRIBED TRACT OF LAND IS BASED UPON CITY BLOCK MAPS AND CALCULATIONS PERFORMED BY COLE AND ASSOCIATES, INC. DURING THE MONTHS OF JULY 2008 AND JANUARY 2009 AND IS SUBJECT TO AN ACTUAL BOUNDARY SURVEY DONE IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS FOR THE STATE OF MISSOURI AND ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, RIGHTS OF WAY, AND ANY CONDITIONS OF RECORD, IF ANY.

EXCEPT THEREFROM THE FOLLOWING DESCRIBED TIF DISTRICTS

ADLER LOFTS CONDO TIF DISTRICT

PARCEL ONE

- 1) A LOT IN BLOCK 2006 OF THE CITY OF ST. LOUIS, FRONTING 100 FEET ON THE NORTH LINE OF WASHINGTON AVENUE BY A DEPTH NORTHWARDLY BETWEEN PARALLEL LINES OF 137 FEET MORE OR LESS TO THE SOUTH LINE OF LUCAS AVENUE; BOUNDED WEST BY A LINE PARALLEL TO AND 75 FEET EAST OF THE EAST LINE OF 21ST STREET OR BY PROPERTY NOW OR FORMERLY OF CRADDOCK-TERRY CO.

PARCEL TWO

- 2) A LOT IN BLOCK 2006 OF THE CITY OF ST. LOUIS FRONTING 75 FEET ON THE NORTH LINE OF WASHINGTON AVENUE BY A DEPTH NORTHWARDLY 137 FEET 9 INCHES, MORE OR LESS, TO THE SOUTH LINE OF LUCAS AVENUE; BOUNDED WEST BY TWENTY-FIRST STREET.

PARCEL THREE

- 3) A LOT IN BLOCK 2007 OF THE CITY OF ST. LOUIS, FRONTING 69 FEET ON THE NORTH LINE OF WASHINGTON AVENUE BY A DEPTH NORTHWARDLY OF 137 FEET, MORE OR LESS, TO THE SOUTH LINE OF LUCAS AVENUE, WITH A WIDTH THEREON OF 69 FEET; BOUNDED EAST BY TWENTY-FIRST STREET, AND WEST BY A LINE 69 FEET WEST OF AND PARALLEL TO THE WEST LINE OF TWENTY-FIRST STREET, OR PROPERTY NOW OR FORMERLY OF MARY JANE BLANKE.

PARCEL FOUR

- 4) A TRACT OF LAND BEING PART OF 21ST STREET, 60.00 FEET WIDE, BETWEEN CITY BLOCKS 2007 AND 2006 OF THE CITY OF ST. LOUIS, MISSOURI; SAID BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WASHINGTON (80.00 FOOT WIDE) AVENUE AND THE WEST LINE OF 21ST (60.00 FOOT WIDE) STREET; THENCE NORTH 02 DEGREES 23 MINUTES 58 SECONDS WEST ALONG THE WEST LINE OF SAID 21ST STREET FOR A DISTANCE OF 136.97 FEET TO A POINT LOCATED ON THE SOUTH LINE OF LUCAS (50.00) AVENUE; THENCE NORTH 87 DEGREES 32 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 60.00 FEET TO A POINT LOCATED ON THE LINE OF SAID 21ST STREET; THENCE SOUTH 02 DEGREES 23 MINUTES 58 SECONDS EAST ALONG THE EAST LINE OF SAID 21ST STREET FOR A DISTANCE OF 136.89 FEET TO A POINT LOCATED ON THE NORTH LINE OF WASHINGTON AVENUE; THENCE SOUTH 87 DEGREES 27 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 8213 SQUARE FEET.

PACKARD LOFTS TIF DISTRICT

- 5) THAT PARCEL IDENTIFIED BY THE CITY OF ST. LOUIS ASSESSOR'S OFFICE AS PARCEL 09180000400.
- 6) THE ABOVE DESCRIBED TRACT 3 IS WITHIN THE PACKARD LOFTS TIF REDEVELOPMENT PLAN, LOCATED AT 2201-2215 LOCUST STREET WITHIN CITY BLOCK 918 OF THE CITY OF ST. LOUIS.

LEGAL DESCRIPTION
RPA B
SEPTEMBER 2009
PROJECT NUMBER 07-0236

- 1) A TRACT OF LAND BEING ALL OF OR PART OF THE FOLLOWING: CITY BLOCK 267, CITY BLOCK 268, CITY BLOCK 269, CITY BLOCK 270, CITY BLOCK 271, CITY BLOCK 364, CITY BLOCK 365, CITY BLOCK 529, CITY BLOCK 531, CITY BLOCK 533, CITY BLOCK 534, CITY BLOCK 535, CITY BLOCK 536, CITY BLOCK 538, CITY BLOCK 547, CITY BLOCK 548, CITY BLOCK 554, CITY BLOCK 555, CITY BLOCK 563, CITY BLOCK 564, CITY BLOCK 565, CITY BLOCK 566, CITY BLOCK 569, CITY BLOCK 572, CITY BLOCK 573, CITY BLOCK 574, CITY BLOCK 576, CITY BLOCK 577, CITY BLOCK 587, CITY BLOCK 590, CITY BLOCK 591, CITY BLOCK 595, CITY BLOCK 596, CITY BLOCK 597, CITY BLOCK 598, CITY BLOCK 599, CITY BLOCK 600, CITY BLOCK 601, CITY BLOCK 602, CITY BLOCK 603, CITY BLOCK 604, CITY BLOCK 605, CITY BLOCK 609, CITY BLOCK 610, CITY BLOCK 611, CITY BLOCK 612, CITY BLOCK 613, CITY BLOCK 614, CITY BLOCK 615, CITY BLOCK 616, CITY BLOCK 617, CITY BLOCK 618, CITY BLOCK 619, CITY BLOCK 627, CITY BLOCK 628, CITY BLOCK 643, CITY BLOCK 644, CITY BLOCK 645, CITY BLOCK 646, CITY BLOCK 647, CITY BLOCK 648, CITY BLOCK 649, CITY BLOCK 650, CITY BLOCK 825, CITY BLOCK 841, CITY BLOCK 1110E, CITY BLOCK 1110W, CITY BLOCK 2308, CITY BLOCK 2309, CITY BLOCK 2336, CITY BLOCK 2337, CITY BLOCK 2338, CITY BLOCK 2339, CITY BLOCK 2340 OF THE CITY OF ST. LOUIS, MISSOURI AN AREA BOUNDED BY THE SOUTH RIGHT OF WAY OF INTERSTATE 64 (FORMERLY HIGHWAY 40), THE WEST RIGHT OF WAY OF GRAND BOULEVARD AND INTERSTATE 70 (A.K.A. MARK TWAIN EXPRESSWAY) WITHIN THE CITY LIMITS OF ST. LOUIS, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 - 2) BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF DR. MARTIN LUTHER KING DRIVE WITH THE EAST RIGHT OF WAY LINE OF 14TH STREET;
 - 3) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF 14TH STREET TO THE SOUTH RIGHT OF WAY LINE OF CARR STREET;
 - 4) THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF CARR STREET TO THE WEST RIGHT OF WAY LINE OF 15TH STREET;
 - 5) THENCE ALONG SAID WEST RIGHT OF WAY LINE OF 15TH STREET AND ITS NORTHERN PROLONGATION TO THE NORTH RIGHT OF WAY LINE OF BIDDLE STREET;
 - 6) THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF BIDDLE STREET TO THE EAST RIGHT OF WAY LINE OF 15TH STREET;
 - 7) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF 15TH STREET TO THE NORTH RIGHT OF WAY LINE OF O'FALLON STREET;
 - 8) THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF O'FALLON STREET TO THE WEST RIGHT OF WAY LINE OF 14TH STREET;
 - 9) THENCE ALONG THE WEST RIGHT OF WAY LINE OF 14TH STREET TO THE SOUTH LINE OF CASS AVENUE;
 - 10) THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF CASS AVENUE TO THE SOUTHERN PROLONGATION OF THE EAST RIGHT OF WAY OF AN ALLEY EAST OF AND PARALLEL TO HOGAN STREET;

- 11) THENCE ALONG SAID SOUTHERN PROLONGATION AND THE EAST RIGHT OF WAY LINE OF SAID ALLEY PARALLEL TO HOGAN STREET AND ITS NORTHERN PROLONGATION TO THE SOUTH RIGHT OF WAY LINE OF AN EAST WEST ALLEY WITHIN CITY BLOCK 1110 E.
- 12) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF AN EAST WEST ALLEY WITHIN CITY BLOCK 1110 E TO THE NORTHEAST RIGHT OF WAY OF NORTH FLORISSANT (98 FOOT WIDE) ROAD;
- 13) THENCE ALONG SAID NORTHEAST RIGHT OF WAY LINE OF NORTH FLORISSANT AVENUE TO THE NORTH RIGHT OF WAY LINE CHAMBERS (60 FOOT WIDE) STREET;
- 14) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 68 DEGREES 50 MINUTES 28 SECONDS EAST, A DISTANCE OF 677.87 FEET TO THE NORTHERN PROLONGATION OF THE WEST LINE OF CITY BLOCK 629 OF THE CITY OF ST. LOUIS;
- 15) THENCE ALONG SAID NORTHERN PROLONGATION AND SAID WEST LINE OF CITY BLOCK 629, SOUTH 19 DEGREES 34 MINUTES 07 SECONDS EAST, A DISTANCE OF 364.09 FEET TO THE SOUTHWEST CORNER, THEREOF;
- 16) THENCE ALONG THE SOUTH LINE OF SAID CITY BLOCK 629, NORTH 74 DEGREES 18 MINUTES 04 SECONDS EAST, DISTANCE OF 313.15 FEET TO THE SOUTH EAST CORNER, THEREOF;
- 17) THENCE ALONG THE EAST LINE OF SAID CITY BLOCK 629 AND ITS NORTHERN PROLONGATION, NORTH 19 DEGREES 46 MINUTES 40 SECONDS WEST, A DISTANCE OF 393.86 FEET TO THE NORTH RIGHT OF WAY LINE OF THE AFOREMENTIONED CHAMBERS STREET;
- 18) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 68 DEGREES 50 MINUTES 28 SECONDS EAST, A DISTANCE OF 781.25 FEET TO THE EAST RIGHT OF WAY LINE OF 11TH (VARIABLE WIDTH) STREET (SUBJECT TO THE WEST RIGHT OF WAY LINE OF THE AFOREMENTIONED INTERSTATE 70);
- 19) THENCE ALONG SAID EAST RIGHT OF WAY, THE FOLLOWING COURSES AND DISTANCES: SOUTH 21 DEGREES 06 MINUTES 32 SECONDS EAST, A DISTANCE OF 59.92 FEET; SOUTH 21 DEGREES 20 MINUTES 08 SECONDS EAST, A DISTANCE OF 393.07 FEET; SOUTH 01 DEGREES 41 MINUTES 52 SECONDS WEST, A DISTANCE OF 193.60 FEET; AND SOUTH 14 DEGREES 44 MINUTES 02 SECONDS WEST, A DISTANCE OF 42.19 FEET TO THE WEST RIGHT OF WAY LINE OF SAID INTERSTATE 70;
- 20) THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 19 DEGREES 42 MINUTES 42 SECONDS EAST, A DISTANCE OF 192.84 FEET; NORTH 75 DEGREES 15 MINUTES 56 SECONDS WEST, A DISTANCE OF 9.15 FEET; SOUTH 17 DEGREES 16 MINUTES 16 SECONDS EAST, A DISTANCE OF 47.17 FEET; SOUTH 75 DEGREES 15 MINUTES 56 SECONDS EAST, A DISTANCE OF 21.67 FEET; SOUTH 25 DEGREES 36 MINUTES 26 SECONDS EAST, A DISTANCE OF 144.39 FEET; SOUTH 05 DEGREES 13 MINUTES 09 SECONDS EAST, A DISTANCE OF 42.48 FEET; SOUTH 41 DEGREES 34 MINUTES 06 SECONDS WEST, A DISTANCE OF 32.07 FEET; NORTH 75 DEGREES 15 MINUTES 56 SECONDS WEST, A DISTANCE OF 95.16 FEET; SOUTH 14 DEGREES 44 MINUTES 04 SECONDS WEST, A DISTANCE OF 37.50 FEET; SOUTH 75 DEGREES 15 MINUTES 56 SECONDS EAST, A DISTANCE OF 185.14 FEET; SOUTH 35 DEGREES 34 MINUTES 33 SECONDS EAST, A DISTANCE OF 157.43 FEET; SOUTH 01 DEGREES 44 MINUTES 15 SECONDS WEST, A DISTANCE OF 61.60 FEET; SOUTH 75 DEGREES 11 MINUTES 05 SECONDS EAST, A DISTANCE OF 90.00 FEET; SOUTH 23 DEGREES 02 MINUTES 30 SECONDS EAST, A DISTANCE OF 73.46 FEET; SOUTH 02 DEGREES 36 MINUTES 44 SECONDS EAST, A DISTANCE OF 201.24 FEET; SOUTH 15 DEGREES 49 MINUTES 27 SECONDS EAST, A DISTANCE OF 127.85 FEET; SOUTH 20 DEGREES 29 MINUTES 45 SECONDS EAST, A DISTANCE OF 104.01 FEET; SOUTH 75

DEGREES 15 MINUTES 56 SECONDS EAST, A DISTANCE OF 20.00 FEET; SOUTH 14 DEGREES 44 MINUTES 04 SECONDS WEST, A DISTANCE OF 33.58 FEET; SOUTH 21 DEGREES 47 MINUTES 35 SECONDS EAST, A DISTANCE OF 210.01 FEET; SOUTH 75 DEGREES 15 MINUTES 56 SECONDS EAST, A DISTANCE OF 60.00 FEET; SOUTH 14 DEGREES 44 MINUTES 04 SECONDS WEST, A DISTANCE OF 106.97 FEET; AND SOUTH 26 DEGREES 17 MINUTES 56 SECONDS EAST, A DISTANCE OF 191.10 FEET TO THE SOUTH RIGHT OF WAY LINE OF CASS (80 FOOT WIDE) STREET;

- 21) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 11 MINUTES 20 SECONDS WEST, A DISTANCE OF 785.46 FEET TO THE EAST RIGHT OF WAY LINE OF 10TH (60 FOOT WIDE) STREET;
- 22) THENCE ALONG SAID EAST RIGHT OF WAY LINE, SOUTH 14 DEGREES 44 MINUTES 04 SECONDS WEST, A DISTANCE OF 917.75 FEET TO THE SOUTH RIGHT OF WAY LINE OF O'FALLON (60 FOOT WIDE) STREET;
- 23) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 11 MINUTES 13 SECONDS WEST, A DISTANCE OF 608.42 FEET TO THE EAST RIGHT OF WAY LINE OF HADLEY (50 FOOT WIDE) STREET;
- 24) THENCE ALONG SAID EAST RIGHT OF WAY LINE, SOUTH 14 DEGREES 44 MINUTES 00 SECONDS WEST, A DISTANCE OF 1204.43 FEET TO THE SOUTH RIGHT OF WAY LINE OF COLE (60 FOOT WIDE) STREET;
- 25) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 211.79 FEET TO THE EAST RIGHT OF WAY LINE OF TUCKER (98 FOOT WIDE) BOULEVARD;
- 26) THENCE ALONG SAID EAST RIGHT OF WAY LINE; SOUTH 15 DEGREES 14 MINUTES 24 SECONDS WEST, A DISTANCE OF 340.01 FEET TO THE NORTH RIGHT OF WAY LINE OF DR. MARTIN LUTHER KING (75 FOOT WIDE) DRIVE;
- 27) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 75 DEGREES 11 MINUTES 03 SECONDS EAST, A DISTANCE OF 217.34 FEET TO THE EAST RIGHT OF WAY LINE OF HADLEY (50 FOOT WIDE) STREET;
- 28) THENCE ALONG SAID EAST RIGHT OF WAY LINE; SOUTH 14 DEGREES 44 MINUTES 00 SECONDS WEST, A DISTANCE OF 398.50 FEET TO THE NORTH RIGHT OF WAY LINE OF DELMAR (80 FOOT WIDE) BOULEVARD;
- 29) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 75 DEGREES 11 MINUTES 03 SECONDS EAST, A DISTANCE OF 120.23 FEET TO THE NORTHERN PROJECTION OF THE EAST RIGHT OF WAY LINE OF AN 18 FOOT WIDE ALLEY IN CITY BLOCK 531;
- 30) THENCE ALONG SAID NORTHERN PROJECTION AND THE EAST RIGHT OF WAY LINE OF SAID ALLEY, SOUTH 14 DEGREES 42 MINUTES 42 SECONDS WEST, A DISTANCE OF 376.15 FEET TO THE SOUTH RIGHT OF WAY LINE OF LUCAS (43 FOOT WIDE) AVENUE;
- 31) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 16 MINUTES 26 SECONDS WEST, A DISTANCE OF 464.78 FEET TO THE WEST RIGHT OF WAY LINE OF TUCKER (VARIABLE WIDTH) STREET;
- 32) THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 16 DEGREES 09 MINUTES 30 SECONDS EAST, A DISTANCE OF 66.49 FEET; NORTH 28 DEGREES 56 MINUTES 48 SECONDS EAST, A DISTANCE OF 10.32 FEET; NORTH 16 DEGREES 16 MINUTES 01 SECONDS EAST, A DISTANCE OF 66.44 FEET; NORTH 20 DEGREES 54 MINUTES 34 SECONDS EAST, A DISTANCE OF 40.23 FEET; NORTH 21 DEGREES 05 MINUTES 35 SECONDS EAST, A DISTANCE OF 66.76 FEET; AND NORTH 14

DEGREES 43 MINUTES 53 SECONDS EAST, A DISTANCE OF 44.75 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE AFOREMENTIONED DELMAR BOULEVARD;

- 33) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 74 DEGREES 22 MINUTES 11 SECONDS WEST, A DISTANCE OF 192.00 FEET TO THE WEST RIGHT OF WAY LINE OF 13TH (40 FOOT WIDE) STREET THE FOLLOWING COURSES AND DISTANCES: NORTH 16 DEGREES 53 MINUTES 50 SECONDS EAST, A DISTANCE OF 80.00 FEET; SOUTH 73 DEGREES 06 MINUTES 10 SECONDS EAST, A DISTANCE OF 6.76 FEET; AND NORTH 14 DEGREES 43 MINUTES 56 SECONDS EAST, A DISTANCE OF 141.94 FEET TO THE SOUTH RIGHT OF WAY OF GAY (40 FOOT WIDE) STREET;
- 34) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 138.08 FEET TO THE EAST LINE OF LAND NOW OR FORMERLY OF MARSHALL A. & SHARON I. PODOLSKY, HW AS RECORDED BY DEED IN BOOK 1648, PAGE 577 OF SAID RECORDER'S OFFICE;
- 35) THENCE ALONG SAID EAST LINE, NORTH 14 DEGREES 43 MINUTES 56 SECONDS EAST, A DISTANCE OF 182.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE AFOREMENTIONED DR. MARTIN LUTHER KING DRIVE;
- 36) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 247.92 FEET TO THE EAST RIGHT OF WAY LINE OF 14TH (80 FOOT WIDE) STREET;
- 37) THE ABOVE DESCRIBED TRACT OF LAND IS BASED UPON CITY BLOCK MAPS AND CALCULATIONS PERFORMED BY COLE AND ASSOCIATES, INC. DURING THE MONTHS OF JULY 2008 AND JANUARY 2009 AND IS SUBJECT TO AN ACTUAL BOUNDARY SURVEY DONE IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS FOR THE STATE OF MISSOURI AND ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, RIGHTS OF WAY, AND ANY CONDITIONS OF RECORD, IF ANY.

LEGAL DESCRIPTION
RPA C
SEPTEMBER 2009
PROJECT NUMBER 07-0236

- 1) A TRACT OF LAND BEING ALL OF OR PART OF THE FOLLOWING: CITY BLOCK 539, CITY BLOCK 540, CITY BLOCK 541, CITY BLOCK 542, CITY BLOCK 543, CITY BLOCK 544, CITY BLOCK 545, CITY BLOCK 546, CITY BLOCK 549, CITY BLOCK 552, CITY BLOCK 567, CITY BLOCK 568, CITY BLOCK 572, CITY BLOCK 932, CITY BLOCK 933, CITY BLOCK 937, CITY BLOCK 944, CITY BLOCK 945, CITY BLOCK 946, CITY BLOCK 951, CITY BLOCK 952, CITY BLOCK 953, CITY BLOCK 957, CITY BLOCK 964, CITY BLOCK 965, CITY BLOCK 966, CITY BLOCK 967, CITY BLOCK 968, CITY BLOCK 969, CITY BLOCK 970, CITY BLOCK 971, CITY BLOCK 972, CITY BLOCK 973, CITY BLOCK 974, CITY BLOCK 975, CITY BLOCK 976, CITY BLOCK 977, CITY BLOCK 978, CITY BLOCK 979, CITY BLOCK 980, CITY BLOCK 981, CITY BLOCK 982, CITY BLOCK 997, CITY BLOCK 998, CITY BLOCK 999, CITY BLOCK 1000, CITY BLOCK 1001, CITY BLOCK 1002, CITY BLOCK 1003, CITY BLOCK 1004, CITY BLOCK 1005, CITY BLOCK 1006, CITY BLOCK 1007, CITY BLOCK 1008, CITY BLOCK 1009, CITY BLOCK 1027, CITY BLOCK 1028, CITY BLOCK 1029, CITY BLOCK 1030, CITY BLOCK 1031, CITY BLOCK 1032, CITY BLOCK 1033, CITY BLOCK 1096, CITY BLOCK 1097, CITY BLOCK 1098, CITY BLOCK 1099, CITY BLOCK 1100, CITY BLOCK 1101, CITY BLOCK 1102, CITY BLOCK 1103, CITY BLOCK 1104, CITY BLOCK 1105, CITY BLOCK 1106, CITY BLOCK 1107, CITY BLOCK 1108, CITY BLOCK 1109, CITY BLOCK 1134, CITY BLOCK 1135, CITY BLOCK 1176, CITY BLOCK 1177, CITY BLOCK 1178, CITY BLOCK 1673, CITY BLOCK 1674, CITY BLOCK 1675, CITY BLOCK 1692, CITY BLOCK 1695, CITY BLOCK 1696, CITY BLOCK 1744, CITY BLOCK 1831, CITY BLOCK 1842, CITY BLOCK 1843, CITY BLOCK 1845, CITY BLOCK 1852, CITY BLOCK 1853, CITY BLOCK 1854, CITY BLOCK 1858, CITY BLOCK 1859, CITY BLOCK 1860, CITY BLOCK 1861, CITY BLOCK 1877, CITY BLOCK 1984, CITY BLOCK 1985, CITY BLOCK 2004, CITY BLOCK 2146, CITY BLOCK 2298, CITY BLOCK 2310, CITY BLOCK 2311, CITY BLOCK 2312, CITY BLOCK 2313, CITY BLOCK 2320, CITY BLOCK 2322, CITY BLOCK 2323, CITY BLOCK 2330, CITY BLOCK 2331, CITY BLOCK 2332, CITY BLOCK 2333, CITY BLOCK 2334, CITY BLOCK 2335, CITY BLOCK 2341, CITY BLOCK 2342, CITY BLOCK 2343, CITY BLOCK 2344, CITY BLOCK 6484, CITY BLOCK 6485, AND CITY BLOCK 6486 OF THE CITY OF ST. LOUIS, MISSOURI AN AREA BOUNDED BY THE SOUTH RIGHT OF WAY OF INTERSTATE 64 (FORMERLY HIGHWAY 40), THE WEST RIGHT OF WAY OF GRAND BOULEVARD AND INTERSTATE 70 (A.K.A. MARK TWAIN EXPRESSWAY) WITHIN THE CITY LIMITS OF ST. LOUIS, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 - 2) COMMENCING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF 22ND (60 FOOT WIDE) STREET WITH THE SOUTH RIGHT OF WAY LINE OF MARKET (100 FOOT WIDE) STREET;
 - 3) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 18 MINUTES 53 SECONDS WEST, A DISTANCE OF 282.05 FEET TO THE SOUTHERN PROLONGATION OF THE WEST RIGHT OF WAY LINE OF 23RD (60 FOOT WIDE) STREET;
 - 4) THENCE ALONG SAID SOUTHERN PROLONGATION, SAID WEST RIGHT OF WAY LINE, AND THE NORTHERN PROLONGATION OF SAID 23RD STREET, NORTH 14 DEGREES 44 MINUTES 01 SECONDS EAST, A DISTANCE OF 1684.31 FEET TO THE NORTH RIGHT OF WAY LINE OF WASHINGTON (80 FOOT WIDE) STREET, SAID RIGHT OF WAY LINE BEING THE SOUTH LINE OF THE "WEST TOWN LOFTS TIF DISTRICT";
 - 5) THENCE ALONG SAID "WEST TOWN LOFTS TIF DISTRICT" THE FOLLOWING COURSES AND DISTANCES: ALONG THE NORTH RIGHT OF WAY LINE OF SAID WASHINGTON STREET, SOUTH 75 DEGREES 15 MINUTES 38 SECONDS EAST, A DISTANCE OF 320.91 FEET TO THE WEST RIGHT OF WAY LINE OF 22ND (60 FOOT WIDE) STREET; ALONG THE WEST RIGHT OF

WAY LINE OF SAID 22ND STREET, NORTH 14 DEGREES 43 MINUTES 35 SECONDS EAST, A DISTANCE OF 352.45 FEET TO THE NORTH LINE OF AN EAST-WEST ALLEY (15 FOOT WIDE); ALONG SAID NORTH LINE, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 138.00 FEET; LEAVING SAID NORTH LINE, NORTH 14 DEGREES 43 MINUTES 35 SECONDS EAST, A DISTANCE OF 144.58 FEET TO THE TO THE SOUTH RIGHT OF WAY LINE OF DELMAR (80 FOOT WIDE) BOULEVARD; ALONG THE SOUTH RIGHT OF WAY LINE OF SAID DELMAR BOULEVARD, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 30.00 FEET; LEAVING SAID SOUTH RIGHT OF WAY LINE, SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 144.58 FEET TO THE NORTH LINE OF THE AFOREMENTIONED EAST-WEST ALLEY; ALONG SAID NORTH LINE, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 67.00 FEET; LEAVING SAID NORTH LINE, SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 164.66 FEET TO THE NORTH RIGHT OF WAY LINE OF LUCAS (50 FOOT WIDE) STREET;

- 6) THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LUCAS STREET, LEAVING SAID "WEST TOWN LOFTS TIF DISTRICT" NORTH 75 DEGREES 15 MINUTES 38 SECONDS WEST, A DISTANCE OF 200.94 FEET TO THE WEST RIGHT OF WAY LINE OF 23RD (60 FOOT WIDE) STREET;
- 7) THENCE ALONG SAID WEST RIGHT OF WAY LINE OF 23RD STREET, NORTH 14 DEGREES 43 MINUTES 35 SECONDS EAST, A DISTANCE OF 309.51 FEET TO THE SOUTH RIGHT OF WAY LINE OF DELMAR (80 FOOT WIDE) BOULEVARD, **BEING THE TRUE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED RPA C;**
- 8) THENCE ALONG SAID RIGHT OF WAY LINE OF DELMAR BOULEVARD THE FOLLOWING COURSES AND DISTANCES: NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 257.42 FEET; NORTH 76 DEGREES 58 MINUTES 01 SECONDS WEST, A DISTANCE OF 102.97 FEET; NORTH 75 DEGREES 15 MINUTES 39 SECONDS WEST, A DISTANCE OF 112.83 FEET; NORTH 71 DEGREES 59 MINUTES 30 SECONDS WEST, A DISTANCE OF 350.67 FEET; AND NORTH 75 DEGREES 15 MINUTES 38 SECONDS WEST, A DISTANCE OF 200.62 FEET TO THE EAST RIGHT OF WAY LINE OF BEAUMONT (40 FOOT WIDE) STREET;
- 9) THENCE ALONG SAID EAST RIGHT OF WAY LINE, SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 324.33 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAMUEL SHEPARD (60 FOOT) ROAD;
- 10) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 15 MINUTES 40 SECONDS WEST, A DISTANCE OF 585.50 FEET TO THE WEST RIGHT OF WAY LINE OF LEFFINGWELL (60 FOOT WIDE) AVENUE;
- 11) THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 14 DEGREES 43 MINUTES 38 SECONDS EAST, A DISTANCE OF 688.69 FEET TO THE SOUTH RIGHT OF WAY LINE OF FRANKLIN (80 FOOT) WIDE AVENUE;
- 12) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 15 MINUTES 38 SECONDS WEST, A DISTANCE OF 195.93 FEET TO THE SOUTHERN PROLONGATION OF THE EAST LINE OF CALVARY MISSIONARY BAPTIST CHURCH AS RECORDED BY DEED IN BOOK 1624, PAGE 88 OF THE CITY OF ST. LOUIS RECORDER'S OFFICE;
- 13) THENCE ALONG SAID SOUTHERN PROLONGATION AND SAID EAST LINE, NORTH 38 DEGREES 59 MINUTES 18 SECONDS EAST, A DISTANCE OF 169.97 FEET TO THE SOUTH RIGHT OF WAY LINE OF DR. MARTIN LUTHER KING (80 FOOT WIDE) DRIVE;
- 14) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF MARTIN LUTHER KING DRIVE, NORTH 51 DEGREES 02 MINUTES 27 SECONDS WEST, A DISTANCE OF 460.35 FEET TO THE EAST RIGHT OF WAY LINE OF REVEREND T.E. HUNTLEY (60 FOOT WIDE) AVENUE;

- 15) THENCE ALONG SAID EAST RIGHT OF WAY LINE, SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 148.05 FEET TO THE EASTERN PROLOGATION OF THE SOUTHWEST RIGHT OF WAY LINE OF A 20 FOOT WIDE ALLEY;
- 16) THENCE ALONG SAID EASTERN PROLONGATION AND SAID SOUTHWEST RIGHT OF WAY LINE, NORTH 51 DEGREES 02 MINUTES 27 SECONDS WEST, A DISTANCE OF 541.67 FEET TO THE EAST RIGHT OF WAY LINE OF GARRISON (60 FOOT WIDE) AVENUE;
- 17) THENCE ALONG SAID EAST RIGHT OF WAY LINE, SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 83.25 FEET TO THE SOUTH RIGHT OF WAY LINE OF BELL (60 FOOT WIDE) AVENUE;
- 18) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 08 MINUTES 44 SECONDS WEST, A DISTANCE OF 570.09 FEET TO THE WEST RIGHT OF WAY LINE OF CARDINAL (60 FOOT WIDE) AVENUE;
- 19) THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 14 DEGREES 43 MINUTES 35 SECONDS EAST, A DISTANCE OF 336.95 FEET TO THE SOUTH RIGHT OF WAY LINE OF SCHOOL (40 FOOT WIDE) STREET;
- 20) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 08 MINUTES 44 SECONDS WEST, A DISTANCE OF 94.20 FEET;
- 21) THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, CROSSING SCHOOL STREET, NORTH 14 DEGREES 51 MINUTES 16 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST RIGHT OF WAY LINE OF A 20 FOOT WIDE ALLEY;
- 22) THENCE ALONG SAID SOUTHWEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 50 DEGREES 15 MINUTES 42 SECONDS WEST, A DISTANCE OF 513.58 FEET; AND NORTH 59 DEGREES 08 MINUTES 26 SECONDS WEST, A DISTANCE OF 158.53 TO THE EAST RIGHT OF WAY LINE OF COMPTON (80 FOOT WIDE) AVENUE;
- 23) THENCE CROSSING SAID COMPTON AVENUE, SOUTH 89 DEGREES 36 MINUTES 58 SECONDS WEST, A DISTANCE OF 80.00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID COMPTON AVENUE;
- 24) THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 00 DEGREES 23 MINUTES 02 SECONDS WEST, A DISTANCE OF 286.71 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE AFOREMENTIONED DR. MARTIN LUTHER KING DRIVE;
- 25) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, THE FOLLOWING COURSES AND DISTANCES: NORTH 50 DEGREES 15 MINUTES 42 SECONDS WEST, A DISTANCE OF 88.33 FEET; NORTH 37 DEGREES 02 MINUTES 05 SECONDS WEST, A DISTANCE OF 297.40 FEET; SOUTH 71 DEGREES 45 MINUTES 27 SECONDS WEST, A DISTANCE OF 18.31 FEET; SOUTH 89 DEGREES 36 MINUTES 58 SECONDS WEST, A DISTANCE OF 60.00 FEET; NORTH 00 DEGREES 23 MINUTES 02 SECONDS WEST, A DISTANCE OF 120.60 FEET; AND NORTH 32 DEGREES 49 MINUTES 02 SECONDS WEST, A DISTANCE OF 60.34 FEET TO THE SOUTH RIGHT OF WAY LINE OF PAGE (100 FOOT WIDE) BOULEVARD;
- 26) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF PAGE BOULEVARD AND NORTH LINE OF THE "GRAND CENTER TIF DISTRICT", NORTH 60 DEGREES 27 MINUTES 32 SECONDS WEST, A DISTANCE OF 689.24 FEET TO THE WEST RIGHT OF WAY LINE OF GRAND (VARIABLE WIDTH) BOULEVARD;
- 27) THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 24 DEGREES 23 MINUTES 28 SECONDS EAST, A DISTANCE OF 407.52 FEET TO THE WESTERN PROLONGATION OF THE NORTH RIGHT OF WAY LINE OF EVANS (60 FOOT WIDE) AVENUE;

- 28) THENCE ALONG SAID WESTERN PROLONGATION, SOUTH 59 DEGREES 51 MINUTES 38 SECONDS EAST, A DISTANCE OF 80.80 FEET TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF THE AFORMENTIONED GRAND AVENUE WITH THE NORTH RIGHT OF WAY LINE OF THE AFORMENTIONED EVANS AVENUE, BEING THE SOUTH LINE OF THE "GRAND/COZENS/EVANS TIF DISTRICT";
- 29) THENCE ALONG SAID "GRAND/COZENS/EVANS TIF DISTRICT" THE FOLLOWING COURSES AND DISTANCES: ALONG THE NORTH RIGHT OF WAY OF EVANS AVENUE, SOUTH 59 DEGREES 51 MINUTES 38 SECONDS EAST, A DISTANCE OF 369.51 FEET; LEAVING SAID NORTH RIGHT OF WAY OF EVANS AVENUE, NORTH 29 DEGREES 22 MINUTES 56 SECONDS EAST, A DISTANCE OF 113.50 FEET; NORTH 59 DEGREES 37 MINUTES 04 SECONDS WEST, A DISTANCE OF 25.00 FEET; NORTH 29 DEGREES 22 MINUTES 56 SECONDS EAST, A DISTANCE OF 128.50 FEET TO THE SOUTH RIGHT OF WAY LINE OF COZENS (40 FOOT WIDE) AVENUE; ALONG SAID SOUTH RIGHT OF WAY LINE OF COZENS AVENUE, NORTH 59 DEGREES 37 MINUTES 04 SECONDS WEST, A DISTANCE OF 366.23 FEET TO THE EAST RIGHT OF WAY LINE OF THE AFOREMENTIONED GRAND BOULEVARD;
- 30) THENCE LEAVING SAID "GRAND/COZENS/EVANS TIF DISTRICT" ALONG THE WESTERN PROLONGATION OF THE SOUTH RIGHT OF WAY LINE OF THE AFOREMENTIONED COZENS AVENUE, NORTH 59 DEGREES 37 MINUTES 04 SECONDS WEST, A DISTANCE OF 80.44 FEET TO THE WEST RIGHT OF WAY LINE OF THE AFOREMENTIONED GRAND BOULEVARD;
- 31) THENCE ALONG SAID WEST RIGHT OF WAY LINE OF GRAND BOULEVARD TO THE SOUTH RIGHT OF WAY OF CASS AVENUE;
- 32) THENCE EASTWARDLY ALONG THE SOUTH RIGHT OF WAY LINE OF CASS AVENUE TO THE EAST RIGHT OF WAY LINE OF 22ND STREET;
- 33) THENCE NORTHWARDLY ALONG THE EAST RIGHT OF WAY LINE OF SAID 22ND STREET TO THE NORTH RIGHT OF WAY LINE OF PALM (VARIABLE WIDTH) STREET;
- 34) THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF PALM STREET, TO THE NORTHEAST RIGHT OF WAY LINE OF NORTH FLORISSANT (98 FOOT WIDE) AVENUE;
- 35) THENCE ALONG SAID NORTHEAST RIGHT OF WAY LINE OF NORTH FLORISSANT AVENUE TO THE SOUTH RIGHT OF WAY LINE OF AN EAST WEST ALLEY WITHIN CITY BLOCK 1110 E;
- 36) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF AN ALLEY WITHIN CITY BLOCK 1110 E AND ITS SOUTHWESTERN PROLONGATION TO A LINE BEING THE NORTHERN PROLONGATION OF THE EAST RIGHT OF WAY LINE OF AN ALLEY BEING EAST OF AND PARALLEL TO HOGAN (60 FOOT WIDE) STREET;
- 37) THENCE ALONG SAID NORTHERN PROLONGATION, AND THE EAST RIGHT OF WAY LINE OF AN ALLEY PARALLEL TO HOGAN STREET, AND THE AFOREMENTIONED SOUTHERN PROLONGATION TO THE SOUTH RIGHT OF WAY LINE OF CASS AVENUE;
- 38) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF CASS AVENUE TO THE WEST RIGHT OF WAY LINE OF THE 14TH STREET;
- 39) THENCE ALONG SAID WEST RIGHT OF WAY LINE OF 14TH STREET TO THE NORTH RIGHT OF WAY LINE OF O'FALLON STREET;
- 40) THENCE ALONG SAID NORTH LINE OF O'FALLON STREET TO THE EAST RIGHT OF WAY LINE OF 15TH STREET;
- 41) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF 15TH STREET TO THE NORTH RIGHT OF WAY LINE OF BIDDLE STREET;

- 42) THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF BIDDLE STREET TO THE NORTHERN PROLOGATION OF THE WEST RIGHT OF WAY LINE OF 15TH STREET;
- 43) THENCE ALONG SAID NORTHERN PROLONGATION AND WEST RIGHT OF WAY LINE OF 15TH STREET TO THE SOUTH RIGHT OF WAY OF CARR STREET;
- 44) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF CARR STREET TO THE EAST RIGHT OF WAY LINE OF 14TH STREET;
- 45) THENCE ALONG SAID EAST RIGHT OF WAY LINE TO THE SOUTH RIGHT OF WAY LINE OF THE AFOREMENTIONED DELMAR BOULEVARD;
- 46) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 09 MINUTES 57 SECONDS WEST, A DISTANCE OF 2240.80 FEET TO THE WEST RIGHT OF WAY LINE OF 19TH (60 FOOT WIDE) STREET;
- 47) THENCE ALONG SAID EAST RIGHT OF WAY LINE; NORTH 14 DEGREES 43 MINUTES 35 SECONDS EAST, A DISTANCE OF 389.25 FEET TO THE SOUTH RIGHT OF WAY LINE OF DR. MARTIN LUTHER KING (75 FOOT WIDE) DRIVE;
- 48) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF DR. MARTIN LUTHER KING DRIVE, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 376.00 FEET TO THE EAST RIGHT OF WAY LINE OF 20TH (60 FOOT WIDE) STREET;
- 49) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF 20TH STREET TO THE NORTH RIGHT OF WAY LINE OF AN ALLEY NORTH OF AND PARALLEL TO DELMAR (80 FOOT WIDE) BOULEVARD;
- 50) THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF SAID ALLEY TO THE WEST RIGHT OF WAY LINE OF 23RD (60 FOOT WIDE) STREET;
- 51) THENCE ALONG SAID WEST RIGHT OF WAY LINE OF 23RD STREET TO THE SOUTH LINE OF THE AFORMENTIONED DELMAR BOULEVARD, **BEING THE TRUE POINT OF BEGINNING.**
- 52) THE ABOVE DESCRIBED TRACT OF LAND IS BASED UPON CITY BLOCK MAPS AND CALCULATIONS PERFORMED BY COLE AND ASSOCIATES, INC. DURING THE MONTHS OF JULY 2008 AND JANUARY 2009 AND IS SUBJECT TO AN ACTUAL BOUNDARY SURVEY DONE IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS FOR THE STATE OF MISSOURI AND ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, RIGHTS OF WAY, AND ANY CONDITIONS OF RECORD, IF ANY.

LEGAL DESCRIPTION
RPA D
SEPTEMBER 2009
PROJECT NUMBER 07-0236

- 1) A TRACT OF LAND BEING ALL OF OR PART OF THE FOLLOWING: CITY BLOCK 1065, CITY BLOCK 1066, CITY BLOCK 1067, CITY BLOCK 1068, CITY BLOCK 1069, CITY BLOCK 1070, CITY BLOCK 1071, CITY BLOCK 1072, CITY BLOCK 1073, CITY BLOCK 1074, CITY BLOCK 1075, CITY BLOCK 1076, CITY BLOCK 1077, CITY BLOCK 1078, CITY BLOCK 1079, CITY BLOCK 1080, CITY BLOCK 1081, CITY BLOCK 1082, CITY BLOCK 1083, CITY BLOCK 1084, CITY BLOCK 1085, CITY BLOCK 1086, CITY BLOCK 1087, CITY BLOCK 1088, CITY BLOCK 1089, CITY BLOCK 1090, CITY BLOCK 1091, CITY BLOCK 1092, CITY BLOCK 1093, CITY BLOCK 1094, CITY BLOCK 1095, CITY BLOCK 1249, CITY BLOCK 1746, CITY BLOCK 1844, CITY BLOCK 1846, CITY BLOCK 1847, CITY BLOCK 1848, CITY BLOCK 1849, CITY BLOCK 1850, CITY BLOCK 1851, CITY BLOCK 1855, CITY BLOCK 1856, CITY BLOCK 1857, CITY BLOCK 1883, CITY BLOCK 1884, CITY BLOCK 1885, CITY BLOCK 1886, CITY BLOCK 1887, CITY BLOCK 1888, CITY BLOCK 1889, CITY BLOCK 1890, CITY BLOCK 1891, CITY BLOCK 1892, CITY BLOCK 1893, CITY BLOCK 1894, CITY BLOCK 1895, CITY BLOCK 1896, CITY BLOCK 1897, CITY BLOCK 1898, CITY BLOCK 1899, CITY BLOCK 1900, CITY BLOCK 1901, CITY BLOCK 1902, CITY BLOCK 1903, CITY BLOCK 1904, CITY BLOCK 1905, CITY BLOCK 1906, CITY BLOCK 1907, CITY BLOCK 2314, CITY BLOCK 2315, CITY BLOCK 2316, CITY BLOCK 2317, CITY BLOCK 2318, CITY BLOCK 2319, CITY BLOCK 2324, CITY BLOCK 2325, CITY BLOCK 2326, CITY BLOCK 2327, CITY BLOCK 2328, CITY BLOCK 2329, CITY BLOCK 2345, CITY BLOCK 2346, CITY BLOCK 2347, CITY BLOCK 2348, CITY BLOCK 2349, CITY BLOCK 2350, CITY BLOCK 2351, CITY BLOCK 2352, CITY BLOCK 2353, CITY BLOCK 2354, CITY BLOCK 2355, CITY BLOCK 2356, CITY BLOCK 2357, CITY BLOCK 2358, CITY BLOCK 2359, CITY BLOCK 2361, CITY BLOCK 2363, CITY BLOCK 2364, CITY BLOCK 2365, CITY BLOCK 2366, CITY BLOCK 2367, CITY BLOCK 2368, CITY BLOCK 2369, CITY BLOCK 2370, CITY BLOCK 2371, CITY BLOCK 2372, CITY BLOCK 2373, CITY BLOCK 2374, CITY BLOCK 2375, CITY BLOCK 2376, CITY BLOCK 2379, CITY BLOCK 2380 OF THE CITY OF ST. LOUIS, MISSOURI AN AREA BOUNDED BY THE SOUTH RIGHT OF WAY OF INTERSTATE 64 (FORMERLY HIGHWAY 40), THE WEST RIGHT OF WAY OF GRAND BOULEVARD AND INTERSTATE 70 (A.K.A. MARK TWAIN EXPRESSWAY) WITHIN THE CITY LIMITS OF ST. LOUIS, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 - 2) BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF CASS (80 FOOT) AVENUE WITH THE WEST RIGHT OF WAY LINE OF GRAND (VARIABLE WIDTH) BOULEVARD;
 - 3) THENCE ALONG SAID WEST RIGHT OF WAY LINE OF GRAND BOULEVARD TO THE NORTH RIGHT OF WAY LINE OF ST. LOUIS (100 FOOT WIDE) AVENUE;
 - 4) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 60 DEGREES 18 MINUTES 11 SECONDS EAST, A DISTANCE OF 1191.52 FEET TO THE WEST RIGHT OF WAY LINE OF GLASGOW (60 FOOT WIDE) AVENUE;
 - 5) THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 27 DEGREES 41 MINUTES 28 SECONDS EAST, A DISTANCE OF 2570.70 FEET TO THE NORTH RIGHT OF WAY LINE OF NATURAL BRIDGE (VARIABLE WIDTH);
 - 6) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, THE FOLLOWING COURSES AND DISTANCES: SOUTH 56 DEGREES 14 MINUTES 15 SECONDS EAST, A DISTANCE OF 250.65 FEET; AND SOUTH 59 DEGREES 16 MINUTES 29 SECONDS EAST, A DISTANCE OF 1547.52 FEET TO THE NORTH RIGHT OF WAY LINE OF PALM (VARIABLE WIDTH) STREET;

- 7) THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF PALM STREET TO THE EAST RIGHT OF WAY LINE OF 22ND STREET;
- 8) THENCE ALONG THE EAST RIGHT OF WAY LINE OF 22ND STREET TO THE SOUTH RIGHT OF WAY LINE OF THE AFORMENTIONED CASS AVENUE;
- 9) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF CASS AVENUE TO THE WEST RIGHT OF WAY LINE OF THE AFOREMENTIONED GRAND BOULEVARD BEING THE POINT OF BEGINNING.
- 10) THE ABOVE DESCRIBED TRACT OF LAND IS BASED UPON CITY BLOCK MAPS AND CALCULATIONS PERFORMED BY COLE AND ASSOCIATES, INC. DURING THE MONTHS OF JULY 2008 AND JANUARY 2009 AND IS SUBJECT TO AN ACTUAL BOUNDARY SURVEY DONE IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS FOR THE STATE OF MISSOURI AND ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, RIGHTS OF WAY, AND ANY CONDITIONS OF RECORD, IF ANY.

COPY

APPENDIX B

Evidence of Commitment to Finance Project Costs

COOP



200 W. MAIN STREET
P.O. BOX 377
WASHINGTON, MO
63090

(636) 239-7831

September 8, 2009

www.bankofwashington.com

NorthSide Regeneration, LLC
1001 Boardwalk Springs Place
O'Fallon, MO 63338

Re: Financing for NorthSide Regeneration Tax Increment Financing Redevelopment Plan

Dear Mr. McKee;

The purpose of this letter is to reiterate the commitment of Bank of Washington to provide financing for the proposed redevelopment projects for the designated Redevelopment Project Area A and Redevelopment Project Area B to develop certain parcels located on the North side of the City of St. Louis under the terms and provisions of the NorthSide Regeneration Tax Increment Financing Redevelopment Plan, subject to final review and approval of the Loan Committee of Bank of Washington.

As we have discussed, financing of these redevelopment projects would not be feasible without the assistance of tax increment financing. Therefore, please be advised that we are excited to provide financing for the redevelopment projects should the City of St. Louis adopt the necessary tax increment financing for the redevelopment project areas.

If you have any questions or if I can be of further assistance, please contact me at (636) 239-7831.

Thank you,

Louis B. Eckelkamp, III

APPENDIX C

Relocation Plan

COPY

Relocation Plan for the NorthSide Redevelopment Area St. Louis, Missouri

The proposed NorthSide Redevelopment Area is an area generally bounded by N. Grand Boulevard and Glasgow Avenue on the west, Palm Street and Branch Street on the north, North Florissant and Interstate 70 to the east, and an irregular boundary roughly following Delmar Boulevard and Dr. Martin Luther King Drive to the south with an extension to Interstate 40/Highway 64. The NorthSide Redevelopment Plan establishes goals for the Redevelopment Area that will, among other things, create new community and employment hubs, create an opportunity for new residential units, retain and reinforce existing residential units where feasible, and incorporate a component of affordable housing for existing and new residents. In order to carry out this plan, funds from a variety of sources may be utilized as part of the overall financing of the project. As a result of this proposed redevelopment, there may be residential and commercial displacement. In the event there is displacement as a result of this project, depending on the funding involved, the project may be subject to either of the following relocation policies for the acquisition and relocation of any occupied residential and commercial parcels in the project area:

The Relocation Statute (Section 523.200-215 RS Mo)

Under Missouri law, any city utilizing the redevelopment tools provided in Chapter 99, RSMo for a redevelopment project which causes displacement must adopt by rule or ordinance a relocation policy which meets the requirements set forth in Section 523.200 - 215 RSMo ("the Relocation Statute"). Those provisions establish certain requirements for relocation policies.

The Relocation Statute details the provisions which are required in any relocation plan that is subject to Chapter 99, RSMo. The statutory requirements include the following for eligible displacees:

1. A program identifying special needs of displaced persons.
2. A program of referrals for displaced persons with provision for a minimum of three decent, safe and sanitary housing referrals for residential persons or suitable referral sites for displaced business
3. Ninety (90) days written advance notice prior to the time when occupants will be required to vacate the property.
4. Written notice of the availability of relocation payments and assistance (including the General Information Notice and Notice of Eligibility).

In addition, the Relocation Statute permits any owner/occupant of property to waive their relocation payments only as part of the negotiation process for the acquisition of the land. All noticing requirement must still be met.

Relocation Assistance

The redevelopment plans for the Area present unusual circumstances which affect the types of relocation benefits necessary to meet the needs of displacees. In an effort to better address these issues, the Developer has retained Development Resource Group, Inc. (DRG), a private contractor with extensive experience in residential and commercial relocation, to assist in designing and implementing the Plan.

Each displacee, both residential and commercial, will be assigned an individual relocation associate who will work individually with displacees to facilitate the relocation. Each displacee will have an initial meeting with DRG or its successor in interest who will collect baseline information regarding their relocation requirements and other needs which would ease the relocation process. The associate of DRG or another relocation specialist will serve as a resource for the occupant to ask questions about the relocation process and obtain any necessary assistance. The type of services the associate of DRG or another relocation specialist will provide will include the following:

Residential Displacees - Tenants and Owner/Occupants

1. Written information explaining the relocation program and at least 90 days written advance notice prior to the time they are required to vacate.
2. A program of referrals by which each displaced occupant may receive up to three (3) referrals to decent, safe and sanitary housing. Efforts will be made to assist residents in obtaining affordable housing in the areas where they wish to reside.
3. Identification of any special needs of the displaced household and assistance in obtaining any additional social services which they may require to meet those needs.
4. If necessary, assistance in making arrangements for transportation to referral sites.
5. Assistance in obtaining any relocation payments to which they might be eligible.

Commercial Displacees - Tenants and Owner/Occupants

1. Written information explaining the relocation program and at least 90 days written advance notice prior to the time they are required to vacate.
2. Access to available replacement space compiled through contacts with area commercial real estate brokers.
3. A program of referrals by which each displaced business may receive up to three (3) referrals to alternative space.
4. Assistance in obtaining any relocation payments to which the business might be eligible.

Relocation Payments

The relocation payments which will be provided to displacees have been tailored to meet the needs of each affected group. The eligibility requirements and benefit levels for each displaced group are described below:

Residential Displacees

1. Eligibility

Any person that moves from the real property, or moves his personal property from the real property permanently and voluntarily as a direct result of the acquisition, rehabilitation, demolition of, or receives written notice of intent to acquire such real property, in whole or in part, for this redevelopment project will be eligible for relocation benefits provided that the person who occupied the property to be acquired who will be displaced, occupied the property for not less than ninety days prior to the date the owner received the initial offer to purchase the property. As the offer dates vary for each property, the date when an occupant becomes eligible, which is called the "initiation of negotiations" date, will be determined individually for each property. Relocation assistance will not be provided to any person who purposely resides or locates on a property to be purchased for the Project, solely for the purpose of obtaining relocation benefits.

2. Relocation Payments for Owner /Occupants of Residential Property

Residential owner/occupants may choose to receive a relocation payment by choosing *one* of the following options:

- A) A fixed payment of \$ 1,000.00 or Actual reasonable moving and related expenses including moving costs, utility deposits, key deposits, storage of personal property up to one month, utility transfer and connection fees and other initial rehousing deposits including first and last month's rent and security deposit.
- B) A relocation payment negotiated as part of the acquisition price for the property wherein the owner/occupant agrees to waive any other relocation payments as provided in the Policy or the Plan.

3. Relocation Payments for Residential Tenants

Residential tenants may choose to receive a relocation payment by choosing one of the following options:

- A. A fixed payment of \$1,000.00 or Actual reasonable moving and related expenses including moving costs, utility deposits, key deposits, storage of personal property up to one

month, utility transfer and connection fees and other initial rehousing deposits including first and last month's rent and security deposit.

Commercial Displacees

1. Eligibility

Any business that moves from the real property, or moves its personal property from the real property permanently and voluntarily as a direct result of the acquisition, rehabilitation, demolition of, or receives written notice of intent to acquire such real property, in whole or in part, for this redevelopment project will be eligible for relocation benefits provided that the business which occupied the property to be acquired which will be displaced, occupied the property for not less than ninety days prior to the date the owner received the initial offer to purchase the property. As the offer dates vary for each property, the date when an occupant becomes eligible, which is called the "initiation of negotiations" date, will be determined individually for each property. A business includes any partnership, corporation or association which conducts a lawful activity which is primarily for the purchase, sale or use of personal or real property or for the manufacture, processing or marketing of products or commodities or primarily for the sale of services to the public. Relocation assistance will not be provided to any business which purposely resides or locates on a property to be purchased for the Project, solely for the purpose of obtaining relocation benefits.

2. Relocation Payments for Owner/Occupants of Commercial Property

Commercial owner/occupants may receive a relocation payment by choosing the following options:

- A) A fixed payment of \$ 3,000.00; or Actual reasonable and necessary costs of moving, including costs for packing, crating, disconnection, dismantling, reassembling and installing all personal equipment, costs for relettering similar signs and similar replacement stationary, and utility connection costs for relocated personal property. Expenses for providing utilities from the public right-of-way to the building or other public improvements and the cost for upgrading any items to be moved or replaced are excluded;
- B) In addition to either option in A, a payment of up to \$10,000 for business reestablishment expenses. Reestablishment expenses are limited to actual costs incurred for physical improvements to the replacement property to accommodate the business.
- C) A relocation payment negotiated as part of the acquisition price for the property wherein the owner/occupant agrees to waive any other relocation payments as provided in the Policy or the Plan.

3. Relocation Payments for Commercial Tenants

Commercial tenants may choose to receive a relocation payment by choosing one of the following options:

- A) A fixed payment of \$ 3,000.00; or
Actual reasonable and necessary costs of moving, including costs for packing, crating, disconnection, dismantling, reassembling and installing all personal equipment and costs for relettering similar signs and similar replacement stationary. The cost of upgrading any items to be moved or replaced is excluded.
- B) In addition to either option in A, commercial tenants are also eligible to receive a payment of up to \$10,000 for business reestablishment expenses. Reestablishment expenses are limited to actual costs incurred for physical improvements to the replacement property to accommodate the business.

4. Ineligible Moving and Related Expenses

A displaced business is not entitled to payment for the following items:

- A) The cost of moving any structure or other real property improvement in which the displaced person reserves ownership; or
- B) Interest on a loan to cover moving expenses; or
- C) Loss of goodwill; or
- D) Loss of profits; or
- E) Loss of trained employees; or
- F) Any additional operation expense of a business incurred because of operating in a new location; or
- G) Any legal fees or other cost for preparing a claim for a relocation payment or for representing the claimant before the Developer; or
- H) Physical changes to the real property including the cost of upgrades at the replacement location not eligible under Reestablishment Expenses; or
- I) The cost of upgrading any equipment or personal property.

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA)

The purpose of the URA is to ensure that owners of real property to be acquired and persons displaced as a direct result of Federal or federally assisted projects are treated fairly, consistently, and equitably so that such persons will not suffer disproportionate injuries as a result of projects designed for the benefit of the public as a whole. The requirements and provisions of Chapter 11.05 of the Revised Code of the City of St. Louis (Anno. 1994) are incorporated into this Relocation Plan by reference.

RESIDENTIAL DISPLACEMENT

In the event that there are residential displacements as result of this project, the following protocol will be followed:

Once the redevelopment plan is approved and the project moves forward, all displacees will be assigned to a Relocation Specialist from Development Resource Group, Inc. or similarly qualified entity upon mutual agreement of the City of St. Louis and the Developer that will assist them through the relocation process and make sure they receive all benefits and assistance for which they are entitled. The Relocation Specialist will meet one-on-one with each household to determine the household's relocation needs and preferences and explain the relocation process.

Required Relocation Notices:

As soon as feasible after the submittal of an application for federal funds, the Developer will furnish each resident with the appropriate written General Information Notice (and a Notice of Interest to all property owners within the project area) to provide a general description of the project and the benefits and assistance available. All occupants receiving the General Information Notice will be strongly encouraged not to move before they are formally notified of their relocation eligibility and receive the Notice of Eligibility for Relocation Assistance and subsequently the Ninety Day Notice to vacate. Once the project is approved and moves forward, the one-on-one relocation interviews will be conducted with displacees. All displaced persons that will be required to move permanently and involuntarily from the project site will be issued a Notice of Eligibility for Relocation Assistance following the delivery of the offers of Just Compensation to the subject properties.

Relocation Assistance and Payments:

An eligible displaced *residential tenant* will receive the following assistance:

- **Advisory Services-** This includes referrals to comparable and suitable replacement housing, the inspection of replacement housing to make sure the housing is decent, safe and sanitary, help in preparing claim forms for relocation payments and other assistance to minimize the impact of the move.
- **Payment for Moving Expenses-** A displaced tenant household may choose either a:

Payment for Actual Reasonable Moving and Related Expenses that includes:

Transportation

Packing, crating, uncrating and unpacking personal property (includes insurance for the replacement value of property in connection with the move)

Disconnecting and reconnecting household appliances and personal property (e.g. cable, telephone)

Storage of personal property as necessary for up to one year
Credit checks/application fees
Utility hook-ups, including reinstallation of telephone and cable service

Or

Fixed Moving Expense and Dislocation Allowance (based on the number of rooms of furniture as shown on a schedule as published by the Federal Highway Administration)

- *Replacement Housing Assistance* to enable the displaced tenant household to rent, or if prefer, buy a comparable or suitable replacement home, the household may choose either:

Rental Assistance,

Replacement housing assistance in the form of a subsidy (e.g. Section 8 vouchers) will not be available through this project, however, the Relocation Specialists will explore all avenues to obtain Section 8/public assistance for any tenant household that may benefit from such assistance.

Or

Purchase Assistance

An eligible displaced *homeowner* (who has owned and occupied the home at least 180 days prior to the Developer's offer to purchase) will receive the following assistance:

- *Advisory Services*- This includes referrals to comparable and suitable replacement housing, the inspection of replacement housing to make sure the housing is decent, safe and sanitary, help in preparing claim forms for relocation payments and other assistance to minimize the impact of the move.
- *Payment for Moving Expenses*- A displaced household may choose either a:

Payment for Actual Reasonable Moving and Related Expenses that includes:

Transportation

Packing, crating, uncrating and unpacking personal property (includes insurance for the replacement value of property in connection with the move)

Disconnecting and reconnecting household appliances and personal property (e.g. cable, telephone)

Storage of personal property as necessary for up to one year
Credit checks/application fees
Utility hook-ups, including reinstallation of telephone and cable service

Or

Fixed Moving Expense and Dislocation Allowance (based on the number of rooms of furniture as shown on a schedule as published by the Federal Highway Administration)

- *Replacement Housing Assistance*- to enable the displaced household to buy, or if prefer, rent a comparable or suitable replacement home, the household may choose either:

Purchase Assistance (which includes a purchase price differential, mortgage interest differential payment, incidental expenses related to the purchase of a replacement home),

Or

Rental Assistance

Displaced households will not be required to move without at least **90 days advance written notice** of the earliest date by which the household must move and at least one comparable replacement unit made available to the displaced household. Security deposits will be covered for any tenant household that relocates to rental housing requiring a security deposit, though not specifically required under the URA..

Counseling and Advisory Services

Relocation assistance will be provided as directed by this Plan to all households displaced by this project. Relocation Specialists will provide all eligible displaced households with written notices required under the URA and referrals to at least three decent, safe and sanitary replacement housing units to displaced residents. Relocation Specialists will assist residents in claiming relocation benefits and provide referrals to social services, as necessary. If a displaced household should disagree with the decision as to relocation assistance or the amount of payment, the household may appeal that decision. Displaced households will be informed as to the appropriate appeal procedure. Relocation Specialists will also assist any households that wish to file an appeal should the household wish to challenge the determination of their benefits under this project. *Any displaced households with disabled occupants or households with special needs will have those needs addressed by the Relocation Specialists.*

COMMERCIAL DISPLACEMENT

In the event that there are commercial displacements as result of this project, the following protocol will be followed:

Required Relocation Notices:

As soon as feasible after the submittal of an application for federal funds, the Developer will furnish each business with the appropriate written General Information notice to provide a general description of the project and the benefits and assistance available. Once the project is approved, those displaced businesses that will be required to move permanently and involuntarily from the project site will be issued a Notice of Eligibility for Relocation Assistance.

Relocation Assistance and Payments:

An eligible *commercial* displacee will receive the following assistance:

- *Advisory Services*- This includes referrals to suitable replacement locations, help in preparing claim forms for relocation payments and other assistance to minimize the impact of the move.
- *Payment for Moving and Reestablishment Expenses*- Payments for moving, reestablishment and related expenses fall into two general categories:

-Every displaced business is eligible to receive a **Payment for Actual Reasonable Moving and Related Expenses**. In addition, by choosing this option, the displaced business may also be eligible for a **Payment for Reestablishment Expenses**, up to \$10,000.

-Certain displaced businesses are eligible to choose a **Fixed Payment** as an alternative to the payments for moving and related expenses.

Payment for Actual Reasonable Moving and Related Expenses includes, but is not limited to:

Transportation of personal property

Packing, crating and unpacking personal property

Disconnecting, dismantling, removing, reassembling and installing all relocated personal equipment and other personal property

Storage of personal property as necessary for a reasonable period of time

Any license, permit or certifications required at the replacement location

Re-lettering similar signs and replacement stationery on hand at the time of displacement made obsolete as a result of the move.

A displaced business must be able to account for and document all costs incurred to support a claim.

Displaced businesses may elect to perform a “self-move” to minimize the amount of documentation needed to support a claim for Actual Reasonable Moving and Related Expenses, which is based on the amount of the lowest acceptable bid or estimate to perform the move. If an agreed on acceptable amount to cover the cost of the “self-move” cannot be reached, full documentation in support of the claim must be submitted.

All displaced businesses will be contacted and personally interviewed Relocation Specialists to determine relocation needs and preferences for replacement locations and advisory services. Displaced businesses will not be required to move without at least **90 days advance written notice**.

If a displaced business should disagree with the decision as to relocation assistance or the amount of payment, the business may appeal that decision. Displaced businesses will be informed as to the appropriate appeal procedure.

The procedures set forth in Chapter 11.05.100 of the Revised Code of the City of Saint Louis, 1994 annotated, concerning appeals of relocation assistance, are incorporated herein by this reference

RECORDKEEPING

All displacee letters, displacee household information, relocation plans, and evidence of relocation payment and benefits received by displaced households will be maintained and stored for a minimum of three (3) years upon completion of the relocation of residents and businesses of the NorthSide Redevelopment Area. If requested, all files will be turned over to the designated development entity responsible for relocation within the NorthSide Redevelopment Area upon completion of the project. Otherwise, the relocation service provider selected by the City of St. Louis and the Developer will retain all relocation case files for a minimum of three (3) years from the date of completion of the relocation project.

APPENDIX D

Developer's Affidavit

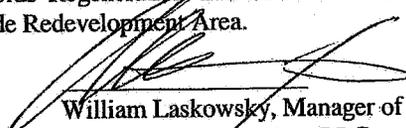
COPY

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

AFFIDAVIT OF DEVELOPER

The undersigned swears, affirms and certifies the following to be true to induce the approval of tax increment financing for the NorthSide Redevelopment Area in the City of St. Louis, Missouri.

1. I am authorized to attest to the following matters on behalf of Northside Regeneration, LLC.
2. The provisions of Section 99.810.1(1) of the Real Property Tax Increment Allocation Redevelopment Act (the "TIF Act"), RSMo §§ 99.800, et seq., have been satisfied under the terms and provisions of the NorthSide Regeneration Tax Increment Financing Redevelopment Plan.
3. The NorthSide Redevelopment Area is a "blighted area" as defined in Section 99.805 of the TIF Act.
4. The NorthSide Redevelopment Area has not been subject to growth and development through investment by private enterprise, and would not reasonably be anticipated to be developed without the adoption of tax increment financing.
5. Northside Regeneration, LLC would not construct the redevelopment projects that it has proposed for the NorthSide Redevelopment Area without tax increment financing as provided in the NorthSide Regeneration Tax Increment Financing Redevelopment Plan for the NorthSide Redevelopment Area.


William Laskowsky, Manager of
Northside Regeneration, LLC

Subscribed and sworn to before me this 8th day of September, 2009.


Notary Public

My commission expires on: _____



GLEND MCCUTCHEN
My Commission Expires
June 5, 2010
St. Louis County
Commission #06531857