

**ORDINANCE #69584**  
**Board Bill No. 131**

An ordinance approving a blighting study and redevelopment plan dated June 25, 2013 for the 623-25 Holly Hills Ave. Redevelopment Area (as further defined herein, the "Plan") after finding that said Redevelopment Area ("Area") is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 RSMo inclusive, as amended); containing a description of the boundaries of the Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Attachment "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan attached hereto and incorporated herein as Attachment "B", pursuant to Section 99.430 RSMo, as amended; finding that there is a feasible financial plan for the redevelopment of the Area which affords maximum opportunity for redevelopment of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA"), a public body corporate and politic created under Missouri law, through the exercise of eminent domain; finding that none of the property within the Area is occupied, but if it should become occupied the Redeveloper(s) (as defined herein) shall be responsible for providing relocation assistance pursuant to the Plan to any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available up to a ten (10) year real estate tax abatement; and pledging cooperation of this St. Louis Board of Aldermen ("Board") and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan; and containing a severability clause.

**WHEREAS**, the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, inadequate or outmoded design and conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in the present condition and use of the Area and such conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by ordinary private enterprise without the aids provided in the Statute; and

**WHEREAS**, this Board has considered the "Blighting Study and Redevelopment Plan for the 623-25 Holly Hills Ave. Redevelopment Area" dated June 25, 2013, consisting of a Title Page; a Table of Contents Page, sixteen (16) numbered pages including Exhibits "C" – "F" attached hereto and incorporated herein as Attachment "B" ("Plan"); and based on the information in the Plan, specifically the Blighting Report in Exhibit "F" to the Plan, considered each parcel of property in the Area and found the preponderance of the Area to be blighted, and

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

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

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

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

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

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

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

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

**WHEREAS**, the Plan prescribes land use and street and traffic patterns which may require, among other things, the

vacation of public rights-of-way, the establishment of new street and sidewalk patterns or other public actions; and

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

**WHEREAS**, in accordance with the requirements of Section 99.430 RSMo, as amended, this Board placed public notices in a newspaper of general circulation in the City that a public hearing would be held by this Board on the Plan, and a hearing was held at the time and place designated in those notices and all those who were interested in being heard were given a reasonable opportunity to express their views; and

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

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

**SECTION ONE.** There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Attachment "A", attached hereto and incorporated herein, known as the 623-25 Holly Hills Ave. Area ("Area"). The existence of deteriorated property and other conditions constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.320(3) RSMo, as amended, and are evidenced by the Blighting Report attached as Exhibit "F" ("Blighting Report") to the Blighting Study and Redevelopment Plan for the Area dated June 25, 2013 which is attached hereto, and labeled Attachment "B" and incorporated herein by reference ("Plan").

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

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

**SECTION FOUR.** The Plan (including the Blighting Report) having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of the Plan with the Minutes of this meeting.

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

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

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

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

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

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

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

- (a) Pledges its cooperation in helping to carry out the Plan;
- (b) Requests the various officials, departments, boards and agencies of the City, which have administrative

responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Plan; and

- (c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Plan.

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

**SECTION THIRTEEN.** In all contracts with private and public parties for redevelopment of any portion of the Area, Redeveloper(s) shall agree:

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises (as further defined below, "MBEs") and Women's Business Enterprises ("as further defined below ("WBEs") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBEs and WBEs established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997, as has been extended.
- (e) To comply with applicable requirements of Ordinance No. 60275 of the City (First Source Jobs Policy, as codified at St. Louis City Revised Code Chapter 3.90);
- (f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction pursuant to the Plan. The Redeveloper(s) will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Assistant Director-Certification and Compliance of the City and the President of this Board; and
- (g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts entered into directly by Redeveloper(s).

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by Minority Group Member(s) (as defined below) who have at least fifty-one percent (51%) ownership therein. The Minority Group Member(s) must have operational and management control, interest in capital and earnings commensurate with their percentage of ownership. The term Minority Group Member(s) shall mean persons legally residing in the United States who are Black, Hispanic, Native American (American Indian, Eskimo, Aleut or Native Hawaiian), Asian Pacific American (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands, Laos, Cambodia or Taiwan) or Asian Indian American (persons with origins from India, Pakistan or Bangladesh). The term WBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by a woman or women having at least fifty-one percent (51%) ownership. The woman or women must have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

The term "Redeveloper(s)" as used in this Section shall include heirs, successors in interest, and assigns.

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

In lieu of the ten (10) year abatement outlined above, any Redeveloper(s) which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which

shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of the Plan:

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

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

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

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

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

**ATTACHMENT "A"**

**THE 623-25 HOLLY HILLS AVE. AREA  
LEGAL DESCRIPTION**

C.B. 2954 HOLLY HILLS  
39 FT 5 IN X 114 FT  
BLK 3 CENTRAL CARONDELET  
LOT PT 10-14  
BND W 36 FT 6 1/4INC E EL ALABAMA

**PARCEL # 2954-00-0230**

**ATTACHMENT "B"  
Form: 4/23/13**

**BLIGHTING STUDY AND REDEVELOPMENT PLAN  
FOR THE**

**623-25 HOLLY HILLS AVE. REDEVELOPMENT AREA**

PROJECT# 1760

JUNE 25, 2013

LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
OF THE CITY OF ST. LOUIS

MAYOR

FRANCIS G. SLAY

**BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR  
623-25 HOLLY HILLS AVE. REDEVELOPMENT AREA**

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**A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT**

1. DELINEATION OF BOUNDARIES

The 623-25 Holly Hills Ave. Redevelopment Area ("Area") encompasses approximately .11 acres in the Carondelet neighborhood of the City of St. Louis ("City") and is located on the north side of Holly Hills Ave. between Alabama Ave. and Vermont Ave.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises a portion of City Block 2954. The Area is in fair condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" ("Project Area Plan-Existing Uses and Conditions") and enumerated in Exhibit "F" "Blighting Report".

Unemployment figures, computed by the Missouri Economic Research and Information Center, Missouri Department of Economic Development, indicate a 8.5% unemployment rate for the City for the month of April, 2013. It is estimated that this rate is applicable to residents of the neighborhoods surrounding the Area.

There are currently no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include an unoccupied, multi-family building.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

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

Residential density for the surrounding neighborhoods is approximately 10.28 persons per acre.

5. CURRENT ZONING

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

6. FINDING OF BLIGHT

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

**B. PROPOSED DEVELOPMENT AND REGULATIONS**

1. DEVELOPMENT OBJECTIVES

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

2. PROPOSED LAND USE OF THE AREA

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

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The General Plan of the City which includes the "Strategic Land Use Plan" (as amended 2012) designates it as a Neighborhood Preservation Area (NPA).

3. PROPOSED ZONING

The proposed zoning for the Area is "B" Two Family Dwelling District with a variance. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City which includes the "Strategic Land Use Plan" (as amended 2012). Any specific proposal to the LCRA for redevelopment of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement, and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THE AREA

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

6. CIRCULATION

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

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

7. BUILDING AND SITE REGULATIONS

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

ordinances are required.

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

8. **URBAN DESIGN**

**a. Urban Design Objectives**

The property in the Area shall be redeveloped such that it is an attractive residential asset to the surrounding neighborhood.

**b. Urban Design Regulations**

- 1.) **Rehabilitation** shall respect the original exterior of the structures in the Area in terms of design and materials. Window and door shapes and detailing shall be compatible with the original design
- 2.) **New construction** or alterations shall be positioned on the lot so that any existing recurrent building masses and spaces along the street are continued as well as the pattern of setback from the street.
- 3.) **New Exterior Materials** on facades of structures in the Area visible from the street(s) shall be compatible in type and texture with the dominant materials of adjacent buildings. Artificial masonry such as "Permastone" is not permitted. A submission of all building materials shall be required prior to building permit approval.
- 4.) **Architectural Details** on existing structures in the Area shall be maintained in a similar size, detail and material. Where they are badly deteriorated, similar details salvaged from other buildings may be substituted. Both new and replacement window and doorframes shall be limited to wood or color finished aluminum on the street facing facades, including basement windows. Raw or unfinished aluminum and glass block are not acceptable. Awnings of canvas only are acceptable.
- 5.) **Roof Shapes** that are employed in a predominance of existing buildings in a block shall set the standard of compatibility for any proposed new construction or alteration.
- 6.) **Roof Materials** shall be slate, tile, copper or asphalt shingles where the roof is visible from the street. Brightly colored asphalt shingles are not appropriate.

**c. Landscaping**

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

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

Existing, healthy trees shall be retained, if feasible.

**d. Fencing**

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

ornamental metal or a good quality board fence up to six (6) feet in height provided landscaping is provided between the fence and the sidewalk.

9. PARKING REGULATIONS

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

Where feasible, parking shall be limited to the rear of the property in the Area off the alley, and at least one space shall be provided for each residential unit. In addition, surface parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2 ½) feet high on planting and maintained at three and one-half (3 ½) feet high at maturity.

10. SIGN REGULATIONS

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

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

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

12. PUBLIC IMPROVEMENTS

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

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

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

**C. PROPOSED SCHEDULE OF DEVELOPMENT**

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

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

**D. EXECUTION OF PROJECT**

1. ADMINISTRATION AND FINANCING

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

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

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

2. PROPERTY ACQUISITION

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

3. PROPERTY DISPOSITION

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

4. RELOCATION ASSISTANCE

None of the property within the Area is currently occupied. If it should become occupied, all eligible occupants displaced as a result of the implementation of this Plan shall be given relocation assistance in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

**E. COOPERATION OF THE CITY**

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

**F. TAX ABATEMENT**

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

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

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

All payments in lieu of taxes shall be a lien upon the real property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the urban redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any Agreement

with the LCRA. In no event shall such benefits extend beyond ten (10) years after any urban redevelopment corporation shall have acquired title to the property.

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

1. LAND USE

A Redeveloper(s) shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the lease, sale, rental or occupancy of any property, or any improvements erected or to be erected in the Area, or any part thereof.

2. CONSTRUCTION AND OPERATIONS

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

3. LAWS AND REGULATIONS

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

4. ENFORCEMENT

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

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

**H. MODIFICATIONS OF THIS PLAN**

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

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

**I. DURATION OF REGULATION AND CONTROLS**

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

**J. EXHIBITS**

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

**K. SEVERABILITY**

The elements of this Plan satisfy all requirements of state and local laws. Should any provisions of this Plan be held invalid



Subject Property is:  secured  unsecured

The subject property  has  has not a predominance of defective or inadequate streets

If answer is yes, explain: \_\_\_\_\_

The subject property  has  has not unsanitary or unsafe conditions

If answer is yes, explain: The property is unoccupied. As such, it is subject to illegal dumping, rat infestation, and use by transients. It is also a fire hazard.

The subject property  has  has not deterioration of site conditions

If answer is yes, explain: Mortar is missing, the roof needs replacement, as do all mechanical systems.

The subject property  has  has not improper subdivision or obsolete platting

If answer is yes, explain: \_\_\_\_\_

The subject property  has  has not conditions which endanger life or property by fire or other cause. If answer is yes, explain: The building is unoccupied, consequently it is subject to illegal dumping and use by transients, which combine to make it a significant fire risk.

The subject property  does  does not retard the provision of housing accommodations

If answer is yes, explain: \_\_\_\_\_

The subject property  does  does not constitute an economic liability

If answer is yes, explain: The building is unoccupied and significantly deteriorated. It drags down the value of surrounding properties and would take significant investment to bring up to code.

The subject property  does  does not constitute a social liability

If answer is yes, explain: \_\_\_\_\_

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

The subject property  is  is not detrimental because of dilapidation, deterioration, age or obsolescence. If answer is yes, explain: The building is significantly deteriorated, with the deteriorated site conditions listed above.

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

The subject property  is  is not detrimental because of high density of population.

If answer is yes, explain: \_\_\_\_\_

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

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

Approved: October 22, 2013

ORDINANCE NO. 69584 - EXHIBITS B, C & D



**Exhibit B**  
**Project Area Plan**  
623-25 Holly Hills Ave.  
**Existing Uses and Conditions**  
Unoccupied Residential Use, Fair Conditions  
Project Area Boundary  
Buildings  
City Block Number



**Exhibit C**  
**Project Area Plan**  
623-25 Holly Hills Ave.  
**Proposed Land Uses**  
Residential Use  
Project Area Boundary  
Buildings  
City Block Number



**Exhibit D**  
**Project Area Plan**  
623-25 Holly Hills Ave.  
**Project Acquisition Map**  
Parcel Number  
Project Area Boundary  
Buildings  
City Block Number



**ORDINANCE #69585**  
**Board Bill No. 192**

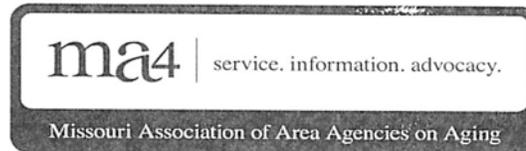
An ordinance authorizing and directing the Director of the Department of Human Services, via the St. Louis Area Agency on Aging, on behalf of the City of St. Louis, to accept a Grant Award from the Missouri Alliance of Area Agencies on Aging (ma4) in the amount of \$64,936.00 and to expend those funds for the Navigator Project services, as set forth in the Notice of Grant Award pertaining to CFDA 93.750 and the ma4 Letter of Award and attached as Exhibit A; appropriating said funds and authorizing the Director of the Department of Human Services, upon approval of the Board of Estimate and Apportionment, to expend such funds as permitted by the Notice of Grant Award and Grant Award Agreement; and containing an Emergency Clause.

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

**SECTION ONE.** The Director of the Department of Human Services, on behalf of the City of St. Louis, is hereby authorized to accept a Grant Award from the Missouri Alliance of Area Agencies on Aging (ma4) to enter into a Grant Award Agreement for funds in the amount of \$64,936.00 which will be used to provide to the General Public outreach, education, counseling and enrollment activities pertaining to the Navigator Program which is intended to help individuals access and enroll in the Missouri Health Insurance Marketplace as mandated by the Federal Affordable Care Act (ACA) of 2010, as set forth in Exhibit A, the Notice of Grant Award. The project name is: Cooperative Agreement to Support Navigators in Federally –facilitated and State Partnership Exchanges. Said Grant Agreement shall be substantially in words and figures the same as the attached Letter of Award, which is made part of this Ordinance and are on file in the Register’s Office.

**SECTION TWO.** The Director of the Department of Human Services is hereby authorized and directed, upon approval of the Board of Estimate and Apportionment, to expend the funds, which are appropriated for said purposes, by entering into contracts or agreements pursuant to the Grant Award, in a manner that is consistent with the provisions of the Grant Award Agreement.

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



September 9, 2013

David Sykora  
Executive Director  
St. Louis Area Agency on Aging  
1520 Market St. Room 4065  
St. Louis, MO 63103

RE: 1 NAVCA130022-01-00

Dear Mr. Sykora:

On behalf of the Missouri Association of Area Agencies on Aging (ma4), I am pleased to inform you that the St. Louis Area Agency on Aging has been awarded \$64,936 to carry out the duties of the Navigator Program under the Affordable Care Act as specified in the attached CFDA # 93.750, Cooperative Agreement dated August 22, 2013.

1. The Grantee Project Director is David Sykora. The project name is Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Exchanges. The total project grant award for the period of 8/15/2013 to 8/14/2014 is \$64,936. The Supervising organization is the St. Louis Area Agency on Aging.

2. This Grant shall be paid to the Supervising Organization, under whose supervision, and with the guidance of the Project Director shall be responsible for the activities that are required to complete this project.

3. Upon receipt of a fully signed copy of a Contract for Services, the first disbursement will be sent to the Project Director.

4. Reporting requirements are contained within the attached CFDA #93.750.

The approved budget is as follows:

St. Louis Subcontract Budget	FTE	Unit/ Rate	Federal Request	Local Match	Subtotal
<b>Personnel</b>					-
Mark Smith	0.2	38,760	7,752		7,752
Person 2			-		-
			7,752	-	7,752
<b>Fringe Benefits</b>					
Mark Smith		29%	2,248	-	2,248
Person 2			-	-	-
			2,248	-	2,248
<b>Travel</b>					
					-
					-
			-	-	-
<b>Equipment</b>					
					-
					-
			-	-	-
<b>Supplies</b>					
laptops, portable printers, projectors, cart to transport items for training, internet cards-- (mobile hot spots for multiple laptops)			9,436		9,436
Brochures and fliers			2,000		2,000
					-
					-
			11,436	-	11,436
<b>Contractual</b>					
Provider network presentations			30,000		30,000
Provider network assistance			11,000		11,000

Provider network training costs			2,000		2,000
					-
			43,000	-	43,000
<b>Construction</b>					
			-	-	-
			-	-	-
<b>Other</b>					
Staff training costs			500		500
					-
			500	-	500
<b>Total Direct Charges</b>					
			64,936	-	64,936
<b>Indirect Charges</b>					
					-
<b>Totals</b>			64,936	-	64,936

If you have any questions regarding this Notice of Award, please contact me at (573) 619-6185.

Sincerely,



Catherine R. Edwards, Ph.D.  
Executive Director

1. DATE ISSUED MM/DD/YYYY 08/21/2013  
 2. CFDA NO. 93.750  
 3. ASSISTANCE TYPE Cooperative Agreement

Department of Health and Human Services  
 Centers for Medicare & Medicaid Services  
 Office of Acquisitions and Grants Management  
 7500 Security Boulevard  
 Baltimore, MD 21244

1a. SUPERSEDES AWARD NOTICE dated  
 except that any additions or restrictions previously imposed remain  
 in effect unless specifically rescinded

4. GRANT NO. 1 NAVCA130022-01-00  
 Formerly  
 5. ACTION TYPE New

6. PROJECT PERIOD MM/DD/YYYY  
 From 08/15/2013 Through 08/14/2014

7. BUDGET PERIOD MM/DD/YYYY  
 From 08/15/2013 Through 08/14/2014

**NOTICE OF AWARD**  
 AUTHORIZATION (Legislation/Regulations)  
 Sections 1311(i) and 1321(c)(1) of the Patient Protection and Affordable  
 Care Act (P.L. 111-148)

8. TITLE OF PROJECT (OR PROGRAM)  
 PPHF - 2013 - Cooperative Agreement to Support Navigators in Federally-facilitated and State

9a. GRANTEE NAME AND ADDRESS  
 Missouri Alliance of Area Agencies on Aging  
 PO BOX 104296  
 n/a  
 Jefferson City, MO 65110-4296

9b. GRANTEE PROJECT DIRECTOR  
 Dr. Catherine R Edwards  
 P.O. Box 104296  
 n/a  
 Jefferson City, MO 65110-4296  
 Phone: 573.619.6185

10a. GRANTEE AUTHORIZING OFFICIAL  
 Dr. Catherine R Edwards  
 P.O. Box 104296  
 n/a  
 Jefferson City, MO 65110-4296  
 Phone: 573.619.6185

10b. FEDERAL PROJECT OFFICER  
 Holly Whelan  
 7500 Security Boulevard  
 Baltimore, MD 21244  
 Phone: 301-492-4220

**ALL AMOUNTS ARE SHOWN IN USD**

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only

II Total project costs including grant funds and all other financial participation

a. Salaries and Wages .....	18,720.00
b. Fringe Benefits .....	0.00
c. Total Personnel Costs .....	18,720.00
d. Equipment .....	0.00
e. Supplies .....	6,638.00
f. Travel .....	5,142.00
g. Construction .....	0.00
h. Other .....	29,500.00
i. Contractual .....	690,000.00
j. TOTAL DIRECT COSTS	750,000.00
k. INDIRECT COSTS	0.00
l. TOTAL APPROVED BUDGET	750,000.00
m. Federal Share	750,000.00
n. Non-Federal Share	0.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	750,000.00
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	0.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	750,000.00
13. Total Federal Funds Awarded to Date for Project Period	750,000.00

14. RECOMMENDED FUTURE SUPPORT  
 (Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. 5	
b. 3		e. 6	
c. 4		f. 7	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

a. DEDUCTION	
b. ADDITIONAL COSTS	
c. MATCHING	
d. OTHER RESEARCH (Add / Deduct Option)	
e. OTHER (See REMARKS)	<input checked="" type="checkbox"/>

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

a. The grant program legislation  
 b. The grant program regulations.  
 c. This award notice including terms and conditions, if any, noted below under REMARKS.  
 d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached -  Yes  No)  
 Please refer to the attached Terms and Conditions.

GRANTS MANAGEMENT OFFICER: Michelle Feagins, Grants Management Officer

17. OBJ CLASS 41.45	18a. VENDOR CODE 1431101962A1	18b. EIN 431101962	19. DUNS 078447375	20. CONG. DIST. 04
21. a. 3-5990023	b. NAVCA13022	c. NAV	d. \$750,000.00	e. 75130509
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

## PROJECT NARRATIVE

### A. Type of Entity

The Missouri Alliance of Area Agencies on Aging (ma4) will coordinate the cooperative agreement activities of this Navigator project. Ma4 was founded in 1973 and incorporated as a not-for-profit in 1985. Ma4 is comprised of the state's 10 Area Agencies on Aging (AAAs), each responsible for providing services in a specific geographic area with an established and trusted presence in every county of Missouri. Ma4 has extensive experience in outreach and public information throughout the state. This application includes nine of the 10 ma4 member agencies. The Mid-America Regional Council in Kansas City is participating in another Navigator application.

Created under the 1973 amendments to the Older Americans Act of 1965, these AAAs have been providing vital services and information to millions of Missourians and their caregivers for 40 years. Because seniors' stage of life often involves fixed income and loss of support networks, older adults are often underserved and in need of outreach services. This 60+ cohort is ma4's primary target population.

The ma4 consortium is uniquely positioned to reach individuals who would be likely to continue to slip through the cracks of the healthcare system. The Kaiser Commission on Medicaid and the Uninsured has noted that, compared to people with Medicaid or other insurance, the uninsured are at higher risk of going without needed care such as a doctor's visit for a chronic condition or filling a prescription for an illness. Navigators who rely upon individuals to contact a healthcare provider rather than tapping an extensive and proactive network would therefore tend to miss the uninsured.

Ma4's 10 AAA members sponsor 244 senior centers throughout the state with at least one

center in every county. AAA services include information and assistance, congregate and home-delivered meals, caregiver and in-home services, Medicare education and outreach, public benefits counseling, transportation, long-term care ombudsman services, adult day care, recreational and volunteer opportunities, health and wellness, legal assistance, and advocacy. In 2012, Missouri's AAAs collectively documented 9 million units of service to more than 132,000 unduplicated individuals in addition to thousands more who were served through public education, advocacy, and ombudsman services.

#### **B. Communities to Be Served**

Through the nine participating AAAs, ma4 will serve 110 of Missouri's 115 counties (all but the Kansas City metropolitan area). The AAAs have an established presence in over 200 locations statewide and are easily accessible for all ages and abilities. According to the American Community Survey, approximately 618,677 people in the targeted counties are uninsured, representing just over 80% of the state's uninsured population.

#### **C. Scope of Activities**

**C.1. Required Duties.** The current personnel and partnerships of ma4 and the AAAs comprise a significant advantage for implementing the Navigator program. Personnel are experienced in providing very similar services and dealing with similarly sensitive personal data, and existing partnerships are already in place that vastly extend the reach of the AAAs.

**C.1.1. Maintain expertise and conduct public education.** In addition to educational events held at senior centers across Missouri in the past year, the AAAs held hundreds of outreach, advocacy, and educational events at local libraries, hospitals, community centers, and public housing facilities throughout the state. For the Navigator program, the AAAs will mobilize these same key partnerships. Cross training of staff and a streamlined referral protocol will be the focus

for United Way's 211 and regional VA Call Centers, as well as for the Missouri Family Support Division, Social Security Administration, county health departments, Centers for Independent Living, and Community Action Agency offices across the state.

Missouri insurance marketplace information will be featured in ma4, AAA, and partner newsletters and websites as well as at the Show-Me Summit on Aging and Health in August 2013. AAA and partner websites will provide links to the Healthcare.gov portal. Ma4 will work with public television and local stations to offer phone banks and "Call a Navigator" opportunities.

Benefits check-up and Medicare open enrollment events offered every fall will provide opportunities for individuals and families to receive one-on-one application assistance with health plan and related benefits programs. In the Navigator project, these existing enrollment events will be tailored to include Missouri insurance marketplace information and trained Navigators to facilitate comparison and selection of plans through the Healthcare.gov web portal. In addition to distributing approved insurance marketplace literature at these events, current enrollment assistance tools such as the Medicare Part D Plan Comparison Worksheet will be adapted to include exchange eligibility criteria.

C.1.2. Provide fair, accurate, and impartial information. Robust information and assistance is one of the foundations of Missouri's AAAs. The hallmark of that service is an impartial, consumer-driven system of decision support that facilitates educated consumer choice for programs such as Medicaid, Medicare Advantage, Medicare Part D, and State Medicare Assistance programs. Through extensive staff training, Missouri insurance marketplace information will become a part of the standard intake process for future AAA calls and services.

C.1.3. Facilitate selection of a QHP. The existing AAA mandate of providing an impartial,

consumer-driven system of decision support will be expanded to include guidance for all programs under the new insurance exchange, including qualified health plans (QHP) as well as Medicaid and CHIP.

C.1.4. Provide referrals. Ma4 will establish and monitor systematic staff protocols in order to properly direct enrollees with questions, complaints, and/or grievances related to their health plans. AAA personnel are currently trained to report and track Medicare fraud to the State's SMP program and to send Medicare-related consumer grievances to regional CMS offices.

C.1.5. Provide culturally and linguistically appropriate information. Ma4 has already identified community groups that serve non-English speaking communities and will engage these groups for outreach, assuring that literature is available in the specific language of the targeted population and engaging counselors or interpreters fluent in the languages of the targeted populations.

The ma4 network has not traditionally focused on the 18-59 population with disabilities, as the Older Americans Act serves those 60 and over. To adequately address the needs of beneficiaries with disabilities, AAAs will build on current relationships with and expertise of Centers for Independent Living (CILs). Outreach efforts to reach those with disabilities will focus on partnerships with the CILs, sheltered workshops, vocational rehabilitation, and disabled housing communities (see the Appendix for letters of support).

## **C.2. Existing Relationships.**

One of the overriding strengths of the ma4 consortium lies in the tremendous depth, breadth, and duration of its relationships with community partners. See the Appendix for resumes of the AAA directors—many have been working in the same communities for decades and are members of state and local interagency organizations. Long-standing partnerships and personal relationships

are already in place with healthcare coalitions, chambers of commerce and other business organizations, local universities and schools, healthcare and mental health providers, senior centers, Centers for Independent Living, early childhood learning centers, Community Action Agencies, state and local government agencies, libraries, churches and other faith-based organizations, Legal Aid, Missouri Veterans Commission, food banks, nursing homes and assisted living facilities, United Way, the Alzheimer's and Arthritis Foundations . . . the list just goes on and on, and the letters of support included in the Appendix represent only a sampling of the partnerships that will be tapped to reach as many Missourians as possible in this project.

**C.3. Eligibility.** Ma4 and its members are community- and consumer-focused private entities with 501(c)3 nonprofit status. Neither ma4 nor any of its AAA members is a health insurer or a subsidiary of a health insurance issuer. Neither ma4, its members, nor their employees include members of or lobbies on behalf of the insurance industry or receive any consideration from any health insurance issuer in connection with the enrollment of any individual or employees in a QHP or non-QHP. Ma4 is therefore an eligible entity for a cooperative agreement under the Navigator program.

**C.4. Conflicts of Interest.** Ma4 will not receive support or endorsement from any insurance company, Medicare Part D carrier, Medicare managed care plan, HMO, or health service corporation, agency or producer for any Navigator event, outreach activity or service. Ma4 currently has a conflict of interest policy in place for its Board of Directors and Executive Director and will implement one for the program staff.

It is understood and agreed that Navigators must provide information and services in a fair, accurate, and impartial manner. Ma4's Executive Director, in her capacity as the Project Director, will monitor contract compliance and oversee quality assurance.

All potential Navigator staff and partners will be screened to ensure that no real or perceived conflicts of interest exist, such as an active license to sell insurance or affiliation with any insurance company. No project partners or staff will receive any payment from an insurance company. Each project partner and staff member will sign an attestation confirming this. When making presentations to individuals and businesses, information will be provided on the full range of options without opinion, bias, or attempt to preference a specific choice or plan.

Quality assurance will include development of a formalized plan to monitor program quality through data gathered by a variety of means. Mechanisms designed to identify and track unmet needs, measurable results, program improvements, and participant satisfaction will be implemented. Systems will be put into place to collect feedback from all populations served, such as in-person and online surveys and a toll-free number for feedback. Surveys will be reviewed by the Project Director, and appropriate action will be taken to ensure complete compliance with conflict-free counseling services.

**C.5. Required Training.** Missouri AAA personnel have extensive experience with information and assistance, including unbiased options counseling regarding the many insurance choices that Medicare beneficiaries face. To ensure that Navigators are fully prepared to assist consumers, this experience will be enhanced by the training developed for Navigators by the Department of Health and Human Services. Prior to providing any assistance, all Navigator personnel will complete this required training and pass the certification exam to become certified Navigators registered with the insurance exchange. Training will include information on Qualified Health Plan (QHP) options, small-business health plan options (SHOP), insurance affordability programs, eligibility, and benefits rules and regulations. Training will also include application assistance, screening for insurance affordability programs, protection of consumers' personal and

confidential information, and providing counseling in a fair, accurate and impartial manner. The Project Director will ensure that all Navigator personnel have attained the appropriate certifications and receive program updates and continuing education as they become available.

**C.6. Data Privacy and Security.** During the course of implementing this project, ma4 personnel may use or disclose protected health information to perform functions, activities, or services for or on behalf of the CMS, including data aggregation services, provided that such use or disclosure would not violate HIPPA and the regulations promulgated there under. Project personnel may use protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

Ma4 will use appropriate administrative, physical, and technical safeguards to prevent use or disclosure of protected health information other than as provided for by the cooperative agreement, including such safeguards as workforce training on the appropriate uses and disclosures of protected health information, policies and procedures to prevent inappropriate uses and disclosures of protected health information, encryption of any portable device used to access or maintain protected health information or use of equivalent safeguard, encryption of any electronic transmission containing protected health information or use of equivalent safeguard, and any other safeguards necessary to prevent the inappropriate use or disclosure of protected health information.

**C.7. Public Education and Outreach Activities.** Perhaps ma4's greatest strength in outreach is the statewide, comprehensive coverage that we offer and our ability to provide effective outreach in urban areas as well as in rural, underserved and hard-to-reach communities. Our network has centers in every county, and those centers have spent decades building successful partnerships with hospitals, nursing homes, businesses, transportation providers, social service agencies, law

enforcement, schools, state agencies and church groups. Outreach to the uninsured and underinsured for the Navigator program will follow the same basic protocol as outreach to Medicare clients. The annual ma4 Show-Me Summit will be an ideal opportunity to educate the public about the Affordable Care Act, the insurance exchanges, and the Navigator program.

**C.8. Culturally and Linguistically Appropriate Information and Services.** Members of the ma4 consortium use local resources, often tapping expertise from local universities, to provide culturally and linguistically appropriate information and services. Many care coordinators and I&A staff have been explicitly trained in cultural competency, and several have had sign language classes.

**C.9. LEP, Disabled, Underserved, and Vulnerable Populations.** Each AAA has developed its own protocol for providing services to individuals with limited English proficiency and individuals with disabilities. All ma4 facilities are ADA compliant. Some centers have staff that can translate for non-English speaking clients; others have arranged with local agencies, volunteer organizations, or colleges to provide translation services.

#### **D. Accomplishments**

**D.1. Relationships with Key Stakeholders.** For nine years, nearly 400 of Missouri's policy leaders, program directors and caregivers have met to discuss the major issues affecting the state's senior population. The Show-Me Summit on Aging and Health, sponsored by ma4 in collaboration with the Missouri Department of Health and Senior Services (DHSS), is the only forum on aging in the state reaching key decision-makers in both the non-profit and business sectors, including home health care, chronic disease management, information and assistance services, consumer counseling, and financial planning, as well as seniors themselves.

With funding from the Missouri Foundation for Health, ma4 is strengthening its grassroots

capability by expanding the role of the Summit in health advocacy through awareness and production of a series of white papers; expanding collaborative partnerships with such entities as the Silver Haired Legislature, AARP, and the National Association of Area Agencies on Aging (n4a); expanding advocacy training to prepare volunteer advocates to address the most important needs of underserved Missouri seniors most effectively; and creating and distributing information to the Missouri Legislature through a variety of communications channels.

**D.2. Assisting Consumers.** The ma4 network provides Medicare education through Medicare boot camps emphasizing Part C and Part D comparisons and enrollment, Medicare Improvements for Patients and Providers Act (MIPPA) outreach and enrollment through a DHHS grant, and MO Rx state pharmaceutical assistance program outreach. Some members have contracts with the State SHIP program, Community Leaders Assisting the Insured of Missouri (CLAIM) for MIPPA outreach, and DHSS for a Money Follows the Person grant. In addition, ma4 has a contract with Senior Medicare Patrol to provide Medicare and Medicaid fraud and abuse prevention information through its Medicare boot camps and to assist with volunteer recruitment and management.

The work that I&A specialists perform with Medicare-eligible clients is very similar to the work that will be done with individuals trying to navigate the insurance marketplace to ultimately choose a Qualified Health Plan. I&A specialists are extremely knowledgeable in providing fair and impartial services to clients trying to make the complicated choice of Medicare coverage. Client-specific information is gathered, and the I&A specialists then help the clients access the CMS website and determine for themselves which plans are best for them. The specialists are acutely aware of confidentiality concerns as well as how to provide the clients all the information they need to make informed decisions.

Ma4 is in the process of designing a curriculum for Information and Assistance (I&A) training of community partners, and its member AAAs regularly send staff for national accreditation for Alliance of Information and Referral Systems (AIRS). Ma4 offers AIRS testing each year whereby information and assistance personnel are certified as AIRS specialists.

In 2010, ma4 partnered with the South Central Region Pension Rights Project (SCPRP), funded by the US Administration on Aging, to assist people with retirement benefit issues. Clients receive assistance at no cost regardless of age, income, or the value of their pensions. Since the SCPRP partnership began, ma4's members have reached close to 95,000 seniors and produced 124 cases resulting in the recovery of \$1.79 million in pensions for Missourians.

Ma4's Missouri Senior Legal Helpline, funded by DHHS, provides information on legal challenges faced by seniors and links low- and moderate-income seniors with free and reduced-cost legal advice. The ma4 network uses a website and toll-free number to respond to questions from clients and refer them for legal assistance as appropriate.

Following a pilot in one AAA, ma4 partnered with DHSS and the Missouri Alzheimer's Association to bring training in the AD-8 tool to all 10 AAAs. This tool helps determine if an individual is experiencing changes in memory, problem-solving, orientation, and/or daily activities. The tool is specific, short, easy to use, and reliably identifies persons with dementia. The AD-8 is being incorporated into the AAAs' standardized service in-take, assessment, and reassessment processes that determine eligibility for AAA-funded services. The AD-8 data serves as an additional indicator of risk for nursing home placement. Case managers can use this information to design a service care plan to prevent unnecessary or premature institutionalization. Clients for whom screening indicates possible dementia will be informed of Project Learn MORE and offered assistance with referral to their local Alzheimer's chapter. Data

collected from the AD-8 will be incorporated into NapisPak, Missouri's comprehensive, client-specific service delivery data tracking system.

**D.3. Conducting Public Education and Outreach.** The ma4 network of AAAs has extensive experience in providing outreach and public education. Successful contracts include the South Central Region Pension Rights Project, DHSS Senior Legal Helpline, Senior Medicare Patrol, and Money Follows the Person. The network has partnered with Primaris for several years in the CLAIM program and has been doing the outreach and counseling required.

Our network has become a trusted source of unbiased information. Perhaps the programs that best illustrate our ability to efficiently handle outreach and public education are our individual Medicare counseling and boot camps. Each year, certified Information and Assistance (I&A) specialists at each AAA counsel thousands of individuals regarding Medicare, Low-Income Subsidies (LIS) and the Medicare Savings Program (MSP), as well as public and private prescription assistance programs. In addition, each AAA provides group counseling sessions through at least two Medicare boot camps. Although Medicare counseling goes on throughout the year, activity is especially heavy during Medicare's open enrollment period from October to December each year. AAA personnel are also experienced in meeting with employee groups regarding the National Family Caregiver Support Program and in providing pre-retirement seminars.

Each of the AAAs has a newsletter and website which are used to notify eligible clients about programs, services and education available through the AAA. TV, radio, social media, community presentations, and senior center announcements are utilized extensively to reach communities and individuals needing assistance. The ma4 website provides links to information and referral from a variety of agencies and organizations. Ma4 also uses Twitter and email to

notify the public of important events and advocacy opportunities. Senior AAA and ma4 personnel have been asked to speak or give presentations at local, state and national conferences. The ma4 annual Show-Me Summit attracts hundreds of individuals to network and learn about topics of interest to Missouri seniors.

**D.4. Providing Culturally and Linguistically Appropriate Information and Services.** During Medicare D and MO Rx outreach efforts, the AAA network worked closely with faith-based organizations and community centers specifically serving diverse populations to assure all populations had access to linguistically appropriate information. Working hand in hand with the organization's coordinator, individuals were identified who needed one-on-one assistance and translation services. Ma4 member agencies have worked for many years with the International Institute in St. Louis to provide culturally appropriate outreach for a variety of emigrant and refugee groups of all ages. This has included in-person benefits enrollment assistance as well as educational programs and translated literature and newsletter content.

**D.5. Working with LEP, Disabled, Underserved, and Vulnerable Populations.** Missouri's AAAs are highly effective in reaching rural, isolated and underserved individuals. One AAA region piloted the AD-8 tool, which resulted in a significant increase in the identification of individuals with indicators for dementia. Of the 717 AD-8s administered (8 clients declined), 32% scored a two or higher, indicating possible dementia. Seventy-four individuals accepted a referral to their local Alzheimer's chapters for early intervention through education, counseling, and referral to their physician for medical treatment.

Because the outreach and the I&A by ma4 and its members is of high quality and effective, the Department of Health and Senior Services and Missouri Department of Social Services (MDSS) partnered with ma4 on the Rehabilitation Services for the Blind project to educate the

aging population in Missouri about the Older Individuals with Blindness program. The AAAs presented at over 2,000 outreach events to more than 100,000 persons and made over 1,000 individual referrals to the Rehabilitation Services for the Blind district offices. I&A specialists have a heightened awareness of low-vision resources within their communities, have developed working relationships with their Rehabilitation Services for the Blind district offices, and continue to make referrals of potentially eligible older individuals with blindness for services.

#### **E. Expertise of Personnel**

**E.1. Ma4 Staff.** Catherine R. Edwards, PhD, will serve as ma4's Navigator Project Director. She became the executive director of the Missouri Association of Area Agencies on Aging (ma4) in 2009. Since joining ma4, Dr. Edwards has coordinated the Steady as You Go statewide campaign for falls prevention and ma4's participation in the South Central Pension Rights Project. She represents ma4 in numerous health coalitions for the aging population, directs the General Support for Advocacy grant from the Missouri Foundation for Health, and directs the annual Show-Me Summit on Aging and Health. Prior to her work with the aging network, Dr. Edwards was executive director of the Missouri Association of Health Plans, a health care industry organization that included 16 health plans throughout the state. Dr. Edwards received her graduate degrees in political science from University of California-Los Angeles and her undergraduate degree from the University of California-Santa Barbara.

Dr. Edwards will be the point of contact with the CMS for this project and will be responsible for directing and overseeing the day-to-day activities of the project, including the subcontracts with the Area Agencies on Aging (AAAs). In addition, she will be directly engaged in all five of the required activities, particularly helping with the development and dissemination of common education and information resources that can be used across the state. Dr. Edwards

will also be responsible for all project reporting to CMS.

**E.2. AAA Subcontract Directors.** Ma4 is governed by a Board of Directors comprised of the executive directors of each of the 10 AAAs. These directors will lead the Navigator subcontracts with the participating AAAs. Resumes highlighting their experience in Navigator-relevant areas are provided in the Appendix:

- Becky Flaherty, Northwest Missouri Area Agency on Aging
- Stan Heater, Region X Area Agency on Aging
- Diana Hoemann, Care Connection for Aging Services
- Glenda Hoffmeister, Southeast Missouri Area Agency on Aging
- Starr Kohler, Southwest Missouri Office on Aging
- Jean Leonatti, Central Missouri Area Agency on Aging
- Mary Schaefer, Mid-East Area Agency on Aging
- Dave Sykora, St. Louis Area Agency on Aging
- Pam Windtberg, Northeast Missouri Area Agency on Aging



Figure 1. Missouri Areas Agencies on Aging

Project activities at each of the nine participating AAAs will be directed by the AAA directors, who will be the AAAs' points of contact with the Project Director. Regular communications of the AAA directors and Project Director will allow protocols and other resources to be shared among the nine AAAs to ensure the most efficient and effective practices

and resources are utilized. Each AAA will be engaged in all five of the required activities. In addition, the directors will be responsible for overseeing project personnel, enforcing conflict of interest policies, managing the AAA's subcontract, collecting data regarding project activities, and reporting on project activities to the Project Director.

**E.3. AAA Lead Navigators.** Each AAA has appointed a Lead Navigator who will provide day-to-day supervision of project personnel as they complete training and maintain their expertise; provide public education and outreach activities; provide fair, accurate, and impartial information that is culturally and linguistically appropriate; facilitate client selection of QHPs, and initiate referrals as needed. Lead Navigators will oversee program planning and promotional efforts; coordinate press releases and dissemination of printed materials; supervise training and provide ongoing staff support and oversight; develop, schedule, and coordinate outreach and enrollment activities; develop resource materials and Navigator counseling tools; ensure compliance with the goals and deliverables of the cooperative agreement; and track and report performance measures. Resumes for the nine Lead Navigators are included in the Appendix.

This project will take advantage of experienced personnel, a solid organizational infrastructure, and longstanding stakeholder relationships to ramp up more rapidly, reach a broader swath of Missouri citizens, and more thoroughly institutionalize the Navigator work than could reasonably be expected if any one of these components were missing.

**ORDINANCE #69586**  
**Board Bill No. 199**  
**Committee Substitute**

AN ORDINANCE ADOPTING AND APPROVING AN AMENDMENT TO THE NORTHSIDE REGENERATION TAX INCREMENT FINANCING (TIF) REDEVELOPMENT PLAN PURSUANT TO THE REAL PROPERTY TAX INCREMENT ALLOCATION REDEVELOPMENT ACT; APPROVING REDEVELOPMENT PROJECTS FOR REDEVELOPMENT PROJECT AREA C AND REDEVELOPMENT PROJECT AREA D OF THE NORTHSIDE REGENERATION REDEVELOPMENT AREA; ADOPTING TAX INCREMENT FINANCING WITH RESPECT TO REDEVELOPMENT PROJECT AREA C AND REDEVELOPMENT PROJECT AREA D OF THE NORTHSIDE REGENERATION REDEVELOPMENT AREA; MAKING FINDINGS WITH RESPECT THERETO; AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS; AND CONTAINING A SEVERABILITY CLAUSE.

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

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

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

**WHEREAS**, by Ordinance No. 68484, the City, upon the recommendation of the TIF Commission, approved the Northside Regeneration Tax Increment Financing (TIF) Redevelopment Plan, dated September 8, 2009, as amended on September 16, 2009 (the “Original Plan”), regarding the plan for redevelopment by Northside Regeneration, LLC, a Missouri limited liability company (the “Developer”), of Redevelopment Project Area A, Redevelopment Project Area B, Redevelopment Project Area C, and Redevelopment Project Area D (sometimes hereinafter collectively referred to as the “Redevelopment Area”), which areas are more fully described in the Original Plan; and

**WHEREAS**, staff and consultants of the City and representatives of the Developer prepared that certain 2013 Amendment to Northside Regeneration Tax Increment Financing (TIF) Redevelopment Plan, dated August 28, 2013 (the “Amendment”), which amends the Original Plan (the Original Plan as so amended, and as may be further amended from time to time, being sometimes hereinafter collectively referred to as the “Redevelopment Plan”), such Amendment being attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, the Amendment includes certain limited amendments and clarifications relating to structures to be demolished or rehabilitated, the workforce diversity program being implemented in association with the Redevelopment Plan, and financing commitments for the redevelopment projects described in the Redevelopment Plan; and

**WHEREAS**, on August 28, 2013, after all proper notice was given, the TIF Commission held a public hearing in conformance with the TIF Act and received comments from all interested persons and taxing districts relative to the Amendment, the approval of redevelopment projects for Redevelopment Project Area C and Redevelopment Project Area D, and the adoption of tax increment financing with respect to Redevelopment Project Area C and Redevelopment Project Area D; and

**WHEREAS**, on September 11, 2013, the TIF Commission found that completion of the redevelopment projects for Redevelopment Project Area C and Redevelopment Project Area D would provide a substantial and significant public benefit through the elimination of blight, the creation of new jobs in the City, the strengthening of the employment and economic base of the City, increased property values and tax revenues, stabilization of the Redevelopment Area, and facilitation of the economic stability of the City as a whole; and

**WHEREAS**, on September 11, 2013, the TIF Commission voted to recommend that the Board of Aldermen adopt an ordinance in the form required by the TIF Act approving the Amendment, approving redevelopment projects for Redevelopment Project Area C and Redevelopment Project Area D, and adopting tax increment financing within Redevelopment Project Area C and Redevelopment Project Area D; and

**WHEREAS**, the Developer has demonstrated that without the assistance of tax increment financing, the redevelopment

projects for Redevelopment Project Area C and Redevelopment Project Area D are not feasible and would not otherwise be completed; and

**WHEREAS**, the Board of Aldermen has received the recommendation of the TIF Commission regarding the adoption of the Amendment, the approval of the redevelopment projects for Redevelopment Project Area C and Redevelopment Project Area D and the adoption of tax increment financing within Redevelopment Project Area C and Redevelopment Project Area D; and

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

**WHEREAS**, the Board of Aldermen has determined that adoption of the Amendment, implementation of the redevelopment projects for Redevelopment Project Area C and Redevelopment Project Area D, and adoption of tax increment financing with respect to Redevelopment Project Area C and Redevelopment Project Area D would provide a substantial and significant public benefit through the creation of new jobs, the elimination of blight, the strengthening of the employment and economic base of the City, increased property values and tax revenues, stabilization of the Redevelopment Area, and facilitation of economic stability for the City as a whole; and

**WHEREAS**, it is necessary and desirable and in the best interests of the City to approve the Amendment with respect to the Redevelopment Plan; and

**WHEREAS**, it is necessary and desirable and in the best interests of the City to approve the redevelopment projects for Redevelopment Project Area C and Redevelopment Project Area D in order to encourage and facilitate the redevelopment of Redevelopment Project Area C and Redevelopment Project Area D; and

**WHEREAS**, it is necessary and desirable and in the best interests of the City to adopt tax increment financing within Redevelopment Project Area C and Redevelopment Project Area D and to establish one or more sub-accounts of the existing Northside Regeneration Special Allocation Fund for Redevelopment Project Area C and Redevelopment Project Area D in order to provide for the promotion of the general welfare through redevelopment of such areas in accordance with the Redevelopment Plan, which redevelopment includes, but is not limited to, enhancement of the tax base, promotion of health, safety, order, convenience, prosperity and general welfare, stimulation of employment opportunities, providing for a stabilized population and plan for the optimal growth of the City, encouragement of a sense of community identity, safety and civic pride, and the elimination of impediments to land disposition and development in the City.

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

**SECTION ONE.** The Amendment is hereby adopted and approved. A copy of the Amendment is attached hereto as Exhibit A and incorporated herein by reference.

**SECTION TWO.** The redevelopment projects for Redevelopment Project Area C and Redevelopment Project Area D are hereby adopted and approved.

**SECTION THREE.** There is hereby created and ordered to be established within the treasury of the City sub-accounts of the existing fund known as the “Northside Regeneration Special Allocation Fund,” such sub-accounts to be known as the “RPA C Sub-Account” and the “RPA D Sub-Account.” To the extent permitted by law and except as otherwise provided in the Redevelopment Plan, the City hereby pledges funds in the Northside Regeneration Special Allocation Fund for the payment of redevelopment project costs and obligations incurred in the payment thereof.

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

A. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the area selected for Redevelopment Project Area C and Redevelopment Project Area D shall be allocated to and, when collected, shall be

paid by the City Collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment financing;

B. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in Redevelopment Project Area C and/or Redevelopment Project Area D, as applicable, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property in the Redevelopment Project Area C and/or Redevelopment Project Area D, as applicable, shall be allocated to and, when collected, shall be paid to the City Treasurer, who shall deposit such payments in lieu of taxes into the Northside Regeneration Special Allocation Fund, or any subaccounts thereof, for the purpose of paying redevelopment costs and obligations incurred in the payment thereof and for the purpose of making other payments as may be specified in agreements to be executed by the City in furtherance of the Redevelopment Plan. Payments in lieu of taxes which are due and owing shall constitute a lien against the real estate from which they are derived and shall be collected in the same manner as the real property tax, including the assessment of penalties and interest where applicable.

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

**SECTION SIX.** The Comptroller of the City is hereby authorized to enter into agreements or contracts with other taxing districts as necessary to ensure the allocation and collection of the taxes and payments in lieu of taxes described in Sections Four and Five of this Ordinance and the deposit of said taxes or payments in lieu of taxes into the Northside Regeneration Special Allocation Fund and any subaccounts thereof for the payment of redevelopment project costs and obligations incurred in the payment thereof and for the purpose of making other payments as may be specified in agreements to be executed by the City in furtherance of the Redevelopment Plan, all in accordance with the TIF Act.

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

**SECTION EIGHT.** The Mayor and Comptroller of the City or their designated representatives are hereby authorized and directed to take any and all actions, and to execute and deliver for and on behalf of the City any and all additional certificates, documents, agreements or other instruments, as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such action by the Mayor and the Comptroller or their designated representatives.

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

**SECTION TEN.** The use of eminent domain will not be allowed pursuant to the 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 the Redevelopment Plan and deems critical to the Redevelopment Plan's success.

**SECTION ELEVEN.** In adopting this Ordinance, including the approval of the Amendment and the adoption of tax increment financing with respect to Redevelopment Project Area C and Redevelopment Project Area D, and in measuring the reasonableness of the rate of return to be achieved by the Developer in implementing the Redevelopment Plan with said adoption of tax increment financing, the City has considered the amount of tax credits expected to be requested by the Developer pursuant to the Distressed Areas Land Assemblage Tax Credit Act, Section 99.1205 of the Revised Statutes of Missouri, as amended, or under any substantially similar successor state tax credit program enacted in the future.

**SECTION TWELVE.** The Comptroller is hereby authorized and directed to establish a special fund to be known as the "Northside Neighborhood Development Fund." The Comptroller is authorized and directed to deposit into such fund the first \$1,000,000, but not to exceed \$250,000 in any fiscal year, of tax revenues available from the City's (a) general municipal sales tax levied pursuant to Ordinance No. 62884, or any successor thereto, (b) general municipal sales tax levied pursuant to Ordinance 55497, as amended by Ordinance Nos. 57179 and 57979, or any successor thereto, (c) earnings tax levied pursuant to Ordinance No. 47063, or any successor thereto, (d) payroll expense tax levied pursuant to Ordinance No. 60737, or any successor thereto, (e) parking gross receipts tax, or any successor thereto, (f) entertainment license tax levied pursuant to Ordinance No. 55390, as amended by Ordinances Nos. 55522, 56178, 56912, 62515, and 65669, and (g) restaurant gross receipts tax, or any successor thereto, which are generated from economic activities occurring within the Redevelopment Area and not required to be deposited into the Special Allocation Fund. Moneys within the Northside Neighborhood Development Fund, subject to appropriation, shall be used to fund neighborhood planning in the following City wards: 1, 2, 4, 18, 21, 22, 26 and 27.

**SECTION THIRTEEN.** The Comptroller is hereby authorized and directed to establish a special fund to be known as the "Northside Home Improvement Fund." After depositing the funds required in any fiscal year to the Northside Neighborhood Development Fund, as described in Section Twelve, the Comptroller is authorized and directed to deposit into the Northside Home Improvement Fund, the next \$250,000 of tax revenues available from the City's (a) general municipal sales tax levied pursuant to Ordinance No. 62884, or any successor thereto, (b) general municipal sales tax levied pursuant to Ordinance 55497, as amended by Ordinance Nos. 57179 and 57979, or any successor thereto, (c) earnings tax levied pursuant to Ordinance No. 47063, or any successor thereto, (d) payroll expense tax levied pursuant to Ordinance No. 60737, or any successor thereto, (e) parking gross receipts tax, or any successor thereto, (f) entertainment license tax levied pursuant to Ordinance No. 55390, as amended by Ordinances Nos. 55522, 56178, 56912, 62515, and 65669, and (g) restaurant gross receipts tax, or any successor thereto, which are generated from economic activities occurring within the Redevelopment Area and not required to be deposited into the Special Allocation Fund. Moneys within the Northside Home Improvement Fund, subject to appropriation, shall be used to fund grant and/or loan programs to incentivize or subsidize rehabilitation, renovation and repair of owner-occupied residential buildings located in the Redevelopment Area.

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

#### EXHIBIT A

#### 2013 AMENDMENT TO NORTHSIDE REGENERATION TAX INCREMENT FINANCING (TIF) REDEVELOPMENT PLAN

This 2013 Amendment to the Northside Regeneration Tax Increment Financing (TIF) Redevelopment Plan (this "Amendment") is submitted to the Tax Increment Financing Commission of the City of St. Louis (the "TIF Commission") on August 28, 2013.

By Ordinance No. 68484, the City of St. Louis ("City"), upon the recommendation of its TIF Commission, approved the Northside Regeneration Tax Increment Financing (TIF) Redevelopment Plan dated as submitted September 8, 2009 and amended September 16, 2009 (the "Plan"). This Amendment provides for the following revisions to the Plan:

1. Page 15, Section entitled "Compliance with Equal Opportunity and Non-Discrimination Laws and Regulations". The final paragraph of this section shall be amended to read as follows:

"In addition to the foregoing goals, the Developer has established the new, additional goal that at least 25% of the overall construction workforce will be comprised of residents residing in the Redevelopment Area. The Developer understands

that workforce development and training are an integral part of the effort to achieve all of these goals, and, accordingly, the Developer has established the Northside Regeneration Workforce Coalition (“NSRWC”) in partnership with various community based training organizations noted below. Ultimately, the NSRWC will provide residents of the Redevelopment Area with employment opportunities in a wide range of fields, such as manufacturing, service industries and hospitality, although the immediate need will be for construction related skills.

“Training organizations participating in the NSRWC include: the St. Louis Agency on Training and Employment (“SLATE”), St. Patrick Center, Better Family Life, St. Louis Job Corps Center, Construction Prep Center, Construction Careers Center and Rankin Technical College. In anticipation of future job needs, several of these training organizations have begun providing fundamental skills training for such anticipated job needs. In regard to construction job needs, such training organizations and selected construction companies have been working with SLATE to ensure an orderly hiring process to match resources to needs.

“In implementing the NSRWC program, SLATE will develop a database to track participating individuals, and all such participants will be provided with information outlining the complete program process. Available job positions will be posted on the jobs.mo.gov website (and/or similar employment websites) along with information on how to apply.”

2. Page 16, Section entitled “Maintenance of Owned Parcels and Buildings; Demolition of Certain Owned Buildings”. The second paragraph of this section shall be amended to read as follows:

“The redevelopment agreement shall include: (a) a list identifying any buildings that Developer owns and which Developer proposes for demolition, and, if such demolition is approved by the City, Developer’s agreement to demolish such buildings no later than December 31, 2016; and (b) a list identifying any buildings that Developer owns and which Developer proposes for rehabilitation, and Developer’s agreement to weather-secure such buildings to preserve them for future rehabilitation by Developer or others.”

3. Page 32, Section entitled “Evidence of Commitments to Finance the Project Costs”. The first two sentences of this section shall be amended to read as follows:

“Appendix B contains a commitment letter from the Bank of Washington to provide financing for RPA A and RPA B. Appendix B also contains a commitment letter from the Bank of Washington to provide financing for RPA C and RPA D.”

4. Appendix B shall be amended to add a copy of the commitment letter from the Bank of Washington to provide financing for RPA C and RPA D.

**Approved: October 29, 2013**

**ORDINANCE #69587**  
**Board Bill No. 200**  
**Committee Substitute**

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ST. LOUIS AND NORTHSIDE REGENERATION, LLC; PRESCRIBING THE FORM AND DETAILS OF SAID AMENDED AND RESTATED REDEVELOPMENT AGREEMENT; MAKING FINDINGS WITH RESPECT THERETO; AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS; AND CONTAINING A SEVERABILITY CLAUSE.

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

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

**WHEREAS**, Northside Regeneration, LLC, a Missouri limited liability company, (the “Developer”), prepared a plan for redevelopment titled the “Northside Regeneration Tax Increment Financing (TIF) Redevelopment Plan” dated September 8, 2009, as amended September 16, 2009 (the “Original Redevelopment Plan”), for the redevelopment area described in the Redevelopment Plan (the “Redevelopment Area”) (which Redevelopment Area is subdivided into “Redevelopment Project Area A,” “Redevelopment

Project Area B,” “Redevelopment Project Area C” and “Redevelopment Project Area D,” as described in the Redevelopment Plan); and

**WHEREAS**, the Redevelopment Plan proposes to redevelop the Redevelopment Area for residential, commercial, industrial and public uses and to complete public infrastructure improvements, as described in the Redevelopment Plan; and

**WHEREAS**, following a duly-noticed public hearing and upon the recommendation of the TIF Commission, the City enacted Ordinance No. 68484, which Ordinance: (i) adopted and approved the Redevelopment Plan, (ii) designated the Redevelopment Area as a “redevelopment area” as that term is defined in the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (2000), as amended (the “TIF Act”), (iii) adopted and approved the redevelopment projects for Redevelopment Project Area A and Redevelopment Project Area B as described in the Redevelopment Plan (collectively, the “RPA A & B Redevelopment Projects”), (iv) adopted tax increment allocation financing with respect to Redevelopment Project Area A and Redevelopment Project Area B, (v) established the City of St. Louis, Missouri “Northside Regeneration Special Allocation Fund” (the “Special Allocation Fund”) and (vi) made certain findings with respect thereto, all as set forth in such Ordinance and in accordance with the requirements of the TIF Act; and

**WHEREAS**, pursuant to the TIF Act, the City adopted Ordinance No. 68485, which authorized the execution of a redevelopment agreement between the City and the Developer with respect to the RPA A & B Redevelopment Projects (the “Original Redevelopment Agreement”); and

**WHEREAS**, the City and the Developer subsequently entered into the Original Redevelopment Agreement dated as of December 14, 2009; and

**WHEREAS**, following a duly-noticed public hearing and upon the recommendation of the TIF Commission, the City enacted Ordinance No. \_\_\_\_ [Board Bill No. 199], which Ordinance: (i) adopted and approved the 2013 Amendment to the Northside Regeneration Tax Increment Financing (TIF) Redevelopment Plan (the “Amendment” and together with the Original Redevelopment Plan, the “Redevelopment Plan”), (ii) approved the RPA C & D Redevelopment Projects, (iii) adopted tax increment financing with respect to Redevelopment Project Area C and Redevelopment Project Area D, (iv) authorized the establishment of subaccounts for Redevelopment Project Area C and Redevelopment Project Area D in the Special Allocation Fund and (v) made certain findings with respect thereto, all as set forth in such Ordinance and in accordance with the requirements of the TIF Act; and

**WHEREAS**, it is necessary and desirable and in the best interest of the City to amend and restate the Original Redevelopment Agreement to incorporate terms related to the implementation of the RPA C & D Redevelopment Projects (collectively, with the RPA A & B Redevelopment Projects, the “Redevelopment Projects”); and

**WHEREAS**, pursuant to the TIF Act, the City is authorized to enter into an amended and restated redevelopment agreement with the Developer in substantially similar form to Exhibit A attached hereto and incorporated herein by reference (the “Redevelopment Agreement”); and

**WHEREAS**, the Board of Aldermen hereby determines that the terms of the Redevelopment Agreement are acceptable and that the execution, delivery and the performance by the City and the Developer of their respective obligations under the Redevelopment Agreement are in the best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the TIF Act and the Redevelopment Plan.

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

**SECTION ONE.** The Board of Aldermen hereby ratifies and confirms its approval by ordinance of the Redevelopment Plan, the Redevelopment Area and the Redevelopment Projects. The Board of Aldermen further finds and determines that it is necessary and desirable to enter into the Redevelopment Agreement with the Developer, in order to implement the Redevelopment Plan and to enable the Developer to carry out its proposal for the Redevelopment Projects; provided, however, certain portions of the Redevelopment Area will be redeveloped by Co-Developers and Other Developers (as those terms are defined in the Redevelopment Agreement), as provided in the Redevelopment Agreement.

**SECTION TWO.** The Board of Aldermen finds and determines that the assistance of tax increment financing is necessary and desirable in order to implement the Redevelopment Projects and to enable the Developer to carry out its proposal for completion of the Redevelopment Projects.

**SECTION THREE.** The Board of Aldermen hereby approves, and the Mayor and Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the Redevelopment Agreement and the City Register is hereby authorized

and directed to attest to the Redevelopment Agreement and to affix the seal of the City thereto. The Redevelopment Agreement shall be in substantially the form attached, with such changes therein as shall be approved by said Mayor and Comptroller executing the same and as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized.

**SECTION FOUR.** The Mayor and Comptroller of the City or their designated representatives are hereby authorized and directed to take any and all actions, and to execute and deliver for and on behalf of the City any and all additional certificates, documents, agreements or other instruments, as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such action by the Mayor and the Comptroller or their designated representatives.

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

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

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

**EXHIBIT A**

**REDEVELOPMENT AGREEMENT**

**AMENDED AND RESTATED  
REDEVELOPMENT AGREEMENT**

**Between**

**THE CITY OF ST. LOUIS, MISSOURI**

**And**

**NORTHSIDE REGENERATION, LLC**

**Dated as of**

\_\_\_\_\_, 2013

**NORTHSIDE REGENERATION REDEVELOPMENT AREA**

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**AMENDED AND RESTATED  
REDEVELOPMENT AGREEMENT**

THIS AMENDED AND RESTATED REDEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2013, by and between THE CITY OF ST. LOUIS, MISSOURI, a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri, and NORTHSIDE REGENERATION, LLC, a limited liability company duly organized and existing under the laws of the State of Missouri.

(All capitalized terms used but not otherwise defined herein shall have the same meanings ascribed to them in **Article I** of this Agreement.)

**RECITALS:**

A. Pursuant to Ordinance No. 62477, adopted and approved on December 20, 1991, the Board of Aldermen duly formed the Tax Increment Financing Commission of the City of St. Louis in accordance with the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri, as amended, and empowered the TIF Commission to transact business and to exercise its powers as authorized by the TIF Act.

B. On September 23, 2009, following a public hearing held on the same date in accordance with the TIF Act, the TIF Commission adopted a resolution approving the NorthSide Regeneration Tax Increment Financing (TIF) Redevelopment Plan, dated September 8, 2009 and amended September 16, 2009 (the "Original Redevelopment Plan"), designating the Redevelopment Area (including "RPA A," "RPA B," "RPA C" and "RPA D"), approving the Redevelopment Projects in RPA A and the Redevelopment Projects in RPA B as described in the Redevelopment Plan, and recommending that the Board of Aldermen adopt an ordinance in the form required by the TIF Act (a) approving the Redevelopment Plan, (b) approving and designating the Redevelopment Area as a "redevelopment area" as provided in the TIF Act, (c) approving the Redevelopment Projects in RPA A and the Redevelopment Projects in RPA B, and (d) adopting tax increment financing with respect to RPA A and RPA B.

C. On October 30, 2009, after due consideration of the TIF Commission's recommendations, the Board of Aldermen adopted Ordinance No. 68484 designating the Redevelopment Area as a "redevelopment area" as provided in the TIF Act, approving the Redevelopment Plan, approving the Redevelopment Projects in RPA A and the Redevelopment Projects in RPA B as described in the Redevelopment Plan, adopting tax increment financing within RPA A and RPA B, and establishing the Special Allocation Fund.

D. On October 30, 2009, the Board of Aldermen adopted Ordinance No. 68485 designating the Developer as developer of RPA A and RPA B and authorizing the City to enter into a redevelopment agreement with the Developer with respect thereto.

E. The City and the Developer subsequently entered into a redevelopment agreement dated as of December 14, 2009 (the "Original Redevelopment Agreement").

F. On September 11, 2013, following a public hearing held on August 28, 2013 in accordance with the TIF Act, the TIF Commission adopted a resolution (a) approving the 2013 Amendment to the Northside Regeneration Tax Increment Financing (TIF) Redevelopment Plan (the "Amendment" and together with the Original Redevelopment Plan, the "Redevelopment Plan"), (b) approving the Redevelopment Projects in RPA C and the Redevelopment Projects in RPA D, and (c) recommending that the Board of Aldermen adopt an ordinance in the form required by the TIF Act approving the Amendment and the Redevelopment Projects in RPA C and the Redevelopment Projects in RPA D and adopting tax increment financing with respect to RPA C and RPA D.

G. On \_\_\_\_\_, 2013, the Board of Aldermen adopted Ordinance No. \_\_\_\_\_, approving the Amendment, approving the Redevelopment Projects in RPA C and the Redevelopment Projects in RPA D, and adopting tax increment financing with respect to RPA C and RPA D.

H. On \_\_\_\_\_, 2013, the Board of Aldermen adopted Ordinance No. \_\_\_\_\_, authorizing the City to enter into this Agreement with the Developer for the purpose of amending and restating the Original Redevelopment Agreement to, among other things, incorporate provisions related to the implementation of the Redevelopment Projects in RPA C and the Redevelopment Projects in RPA D.

I. It is the intent of the City and the Developer that this Agreement set forth the rights and obligations of the City and the Developer with respect to the implementation of the Redevelopment Projects in the Redevelopment Area (including Redevelopment Projects in each of RPA A, RPA B, RPA C and RPA D).

J. The Board of Aldermen hereby determines that the fulfillment of this Agreement is in the best interests of the City, and the health, safety and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

K. Pursuant to provisions of the TIF Act and Ordinance No. \_\_\_\_\_, the City is authorized to enter into this Agreement.

#### **AGREEMENT:**

Now, therefore, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I DEFINITIONS

**1.1 Definitions.** As used in this Agreement, the following words and terms shall have the following meanings:

“Acquisition Costs” means all costs of acquiring those portions of the Redevelopment Area necessary for the Redevelopment Projects, including, but not limited to: cost of land and improvements or long-term leasehold interest therein; brokerage commissions; costs of title commitments, reports or policies; surveys; engineering fees, soil and hazardous waste and other site and property related reports; appraisals; and professional fees of any kind or nature, including attorneys’ fees, filing fees, recording fees, experts’ fees, and all litigation costs, including commissioners’ awards, judgments, and all associated court costs, fees and expenses.

“Act” or “TIF Act” means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri, as amended.

“Additional Funding” means “stimulus” funding or other grants or funding, excluding any tax increment financing authorized hereunder, made available to or within the City for use in the Redevelopment Area.

“Agreement” means this Redevelopment Agreement, as the same may be from time to time modified, amended or supplemented in writing by the parties hereto.

“Approving Ordinances” means, collectively, (a) Ordinance No. 68484 designating the Redevelopment Area, approving the Redevelopment Plan, approving the Redevelopment Projects in RPA A and the Redevelopment Projects in RPA B, adopting tax increment financing within RPA A and RPA B, and establishing the Special Allocation Fund and (b) Ordinance No. \_\_\_\_\_ approving an amendment to the Redevelopment Plan, approving the Redevelopment Projects in RPA C and the Redevelopment Projects in RPA D, and adopting tax increment financing within Redevelopment Project Area C and Redevelopment Project Area D.

“Available Revenues” means all monies on deposit from time to time (including investment earnings thereon) in (a) the PILOTS Account (as defined in **Section 6.1**) and any sub-accounts thereof for each Redevelopment Project, and (b) subject to annual appropriation, the EATs Account (as defined in **Section 6.1**), and any sub-accounts thereof for each Redevelopment Project, that have been appropriated to the repayment of the TIF Notes, excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum or (iii) any amount declared as “surplus” pursuant to this Agreement.

“Board of Aldermen” means the Board of Aldermen of the City.

“Bond Counsel” means an attorney at law or a firm of attorneys acceptable to the Comptroller of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“Certificate of Commencement of Construction” means a document substantially in the form of **Exhibit C**, attached hereto and incorporated by reference herein, to be delivered by the Developer to the City for each Redevelopment Project Area, evidencing commencement of the Site Work in the applicable Redevelopment Project Area, in accordance with the schedule set forth in **Section 3.4**.

“Certificate of Reimbursable Redevelopment Project Costs” means a document substantially in the form of **Exhibit D**, attached hereto and incorporated herein by reference, provided by the Developer to the City in accordance with this Agreement and evidencing Reimbursable Redevelopment Project Costs incurred by the Developer.

“Certificate of Substantial Completion” means a document substantially in the form of **Exhibit E**, attached hereto and incorporated herein by reference, issued by the Developer to the City in accordance with **Section 3.8** for each portion of the Redevelopment Projects consented to by the Executive Director of SLDC pursuant to **Section 3.4**, evidencing the Developer’s substantial completion of the Work associated with such portion of the Redevelopment Projects in accordance with the Redevelopment Plan and this Agreement.

“City” means the City of St. Louis, Missouri, a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri.

“City Agency” or “City Agencies” means one or more of the following: the Land Reutilization Authority of the City of St. Louis, the Land Clearance for Redevelopment Authority of the City of St. Louis, the Planned Industrial Expansion Authority of the City of St. Louis, and/or the Industrial Development Authority of the City of St. Louis.

“Co-Developer” shall have the meaning ascribed to such term in Section **3.10**.

“Comptroller” means the Comptroller of the City.

“Construction Plans” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with this Agreement and pursuant to the standard process of the City for the issuance of building permits.

“DALA Tax Credits” means any tax credits issued to the Developer pursuant to the Distressed Areas Land Assemblage Tax Credit Act, Section 99.1205 of the Revised Statutes of Missouri, as amended, or under any substantially similar successor state tax credit program enacted in the future.

“Developer” means Northside Regeneration, LLC, a limited liability company duly organized and existing under the laws of the State of Missouri, or its permitted successors or assigns in interest.

“Economic Activity Taxes” or “EATs” shall have the meaning ascribed to such term in Section 99.805 of the TIF Act, but not including any taxes, assessments or fees that are not subject to tax increment financing under Missouri law.

“Event of Default” or “Events of Default” shall have the meaning ascribed to those terms in Section **7.27**.

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, or other subdivision, zoning, or similar approvals required for the implementation of the Redevelopment Projects related to the Redevelopment Area and consistent with the Redevelopment Plan and this Agreement.

“Individual RPA Note Ordinances” means one or more ordinances, in a form or forms acceptable to the Comptroller, adopted by the Board of Aldermen and signed by the Mayor authorizing the issuance of TIF Obligations for any of the Redevelopment Projects, any trust indenture(s) relating thereto, and all related proceedings.

“Issuance Costs” means all costs reasonably incurred by the City and/or the Developer in furtherance of the issuance of TIF Obligations, including without limitation the fees and expenses of financial advisors and consultants, the City’s attorneys (including issuer’s counsel, disclosure counsel and Bond Counsel), the City’s administrative fees and expenses (including, without limitation, fees and costs of its planning consultants and SLDC), underwriters’ discounts and fees, the costs of printing any TIF Obligations and any official statements relating thereto, the costs of credit enhancement, if any, capitalized interest, debt service reserves and the fees of any rating agency rating any TIF Obligations.

“Issuing Authority” means a public body, corporate and politic, or a political subdivision that would issue the TIF Bonds.

“MBE/WBE Compliance Officer” means the City’s Assistant Airport Director, Department of MBE/WBE Certification and Compliance.

“MBE/WBE Subcontractor’s List” means the form of City of St. Louis MBE/WBE Subcontractor’s List attached hereto as **Exhibit G** and incorporated herein by this reference.

“MBE/WBE Utilization Statement” means the form of City of St. Louis MBE/WBE Utilization Statement attached hereto as **Exhibit H** and incorporated herein by this reference.

“Note Ordinance” means collectively the Individual RPA Note Ordinances.

“Other Developer” shall have the meaning ascribed to that term in **Section 3.11**.

“Ownership List” shall have the meaning ascribed to that term in **Section 3.1**.

“Payments in Lieu of Taxes” or “PILOTS” shall have the meaning ascribed to such term in Section 99.805 of the TIF Act.

“Property” means the real property (including without limitation all options held by third parties, fee interests, leasehold

interests, tenant-in-common interests and such other like or similar interests) and existing improvements in the Redevelopment Area as set forth in the Redevelopment Plan.

“Property Maintenance Plan” means the Property Maintenance Plan attached hereto as **Exhibit K**.

“Redevelopment Area” means the real property described in **Exhibit A**, attached hereto and incorporated herein by reference, including RPA A, RPA B, RPA C and RPA D.

“Redevelopment Plan” means the plan titled “Northside Regeneration Tax Increment Financing (TIF) Redevelopment Plan” dated September 8, 2009 and amended September 16, 2009, approved by the City pursuant to Ordinance No. 68484, as amended by the “2013 Amendment to Northside Regeneration Tax Increment Financing (TIF) Redevelopment Plan” dated August 28, 2013, approved by the City pursuant to Ordinance No. \_\_\_\_\_, as such plan may from time to time be further amended in accordance with the TIF Act.

“Redevelopment Project” or “Redevelopment Projects” means one or more of the Redevelopment Projects in RPA A, Redevelopment Projects in RPA B, Redevelopment Projects in RPA C and Redevelopment Projects in RPA D, as described in the Redevelopment Plan, the Redevelopment Proposal and this Agreement.

“Redevelopment Project Area” or “Redevelopment Project Areas” means one or more of Redevelopment Project Area A, Redevelopment Project Area B, Redevelopment Project Area C and Redevelopment Project Area D as identified by the Redevelopment Plan and located on the real property described in **Exhibit B**.

“Redevelopment Project Area A” or “RPA A” means the real property described as Redevelopment Project Area A in **Exhibit B**, attached hereto and incorporated herein by reference.

“Redevelopment Project Area B” or “RPA B” means the real property described as Redevelopment Project Area B in **Exhibit B**, attached hereto and incorporated herein by reference.

“Redevelopment Project Area C” or “RPA C” means the real property described as Redevelopment Project Area C in **Exhibit B**, attached hereto and incorporated herein by reference.

“Redevelopment Project Area D” or “RPA D” means the real property described as Redevelopment Project Area D in **Exhibit B**, attached hereto and incorporated herein by reference.

“Redevelopment Projects in RPA A” means the Redevelopment Projects proposed within Redevelopment Project Area A, as described in the Redevelopment Plan, the Redevelopment Proposal and this Agreement, including the RPA A Initial Proposed Projects.

“Redevelopment Projects in RPA B” means the Redevelopment Projects proposed within Redevelopment Project Area B, as described in the Redevelopment Plan, the Redevelopment Proposal and this Agreement, including the RPA B Initial Proposed Projects.

“Redevelopment Projects in RPA C” means the Redevelopment Projects proposed within Redevelopment Project Area C, as described in the Redevelopment Plan, the Redevelopment Proposal and this Agreement, including the RPA C Initial Proposed Projects.

“Redevelopment Projects in RPA D” means the Redevelopment Projects proposed within Redevelopment Project Area D, as described in the Redevelopment Plan, the Redevelopment Proposal and this Agreement, including the RPA D Initial Proposed Projects.

“Redevelopment Project Costs” shall have the meaning ascribed to such term in Section 99.805 of the TIF Act.

“Redevelopment Proposal” means the document on file with the City and incorporated herein by reference, titled “TIF Application of Northside Regeneration, LLC,” dated May 27, 2009 and submitted by the Developer to the SLDC.

“Reimbursable Redevelopment Project Costs” means those Redevelopment Project Costs which are eligible for reimbursement to the Developer in accordance with the Act and this Agreement.

“Related Entity” means any party or entity related to the Developer by one of the relationships described in Section 267(b),

Section 707(b)(1)(A) or Section 707(b)(1)(B) of the Internal Revenue Code of 1986, as amended, or any entity owned at least fifty percent (50%) by the Developer or under common control with the Developer.

“Relocation Plan” means the relocation plan for the Redevelopment Area as contained in the Redevelopment Plan.

“RPA A Initial Proposed Projects” means the proposed projects within RPA A listed on **Exhibit J** attached hereto.

“RPA B Initial Proposed Projects” means the proposed projects within RPA B listed on **Exhibit J** attached hereto.

“RPA C Initial Proposed Projects” means the proposed projects within RPA C listed on **Exhibit J** attached hereto.

“RPA D Initial Proposed Projects” means the proposed projects within RPA D listed on **Exhibit J** attached hereto.

“Site Work” shall mean construction, pursuant to a binding executed agreement between the Developer and an experienced general contractor involving the payment of not less than One Million Dollars (\$1,000,000), for physical improvements necessary for the completion of one or more Redevelopment Projects.

“SLDC” means the St. Louis Development Corporation, a non-profit corporation organized and existing under the laws of the State of Missouri.

“Special Allocation Fund” means the NorthSide Regeneration Special Allocation Fund, created by Ordinance No. 68484 in accordance with the TIF Act, and including the PILOTS Account, and any sub-accounts thereof for the Redevelopment Projects and/or Redevelopment Project Areas, and the EATs Account, and any sub-accounts thereof for the Redevelopment Projects and/or Redevelopment Project Areas, into which Available Revenues are from time to time deposited in accordance with the TIF Act and this Agreement.

“Surplus” shall mean those amounts set forth in **Section 6.10** and **Section 8.5**, which the City has declared annually as surplus from the Special Allocation Fund.

“Surplus Growth Revenue” means those amounts set forth in **Section 6.4**, to be paid to the applicable taxing districts annually from the Special Allocation Fund.

“TIF Bonds” means tax increment revenue bonds, if any, authorized and issued by the Issuing Authority in accordance with the Note Ordinance, the TIF Act and this Agreement.

“TIF Commission” means the Tax Increment Financing Commission of the City of St. Louis.

“TIF Notes” means tax increment revenue notes issued by the City pursuant to and subject to this Agreement and the Note Ordinance to evidence the City’s limited obligation to repay Reimbursable Redevelopment Project Costs incurred by the Developer on behalf of the City in accordance with the TIF Act and this Agreement.

“TIF Obligations” means TIF Bonds, TIF Notes or other obligations, singly or in series, issued by the City or the Issuing Authority, as the case may be, pursuant to the TIF Act and in accordance with the Note Ordinance and this Agreement.

“TIF Revenue Monitor” means Development Strategies, Inc. or another third-party entity with substantial experience in municipal development financing and reasonably acceptable to the Comptroller.

“TIF Revenues” means, with respect to a specific Redevelopment Project Area, all PILOTS and 50% of EATs received by the City through the application of tax increment financing within such Redevelopment Project Area.

“Work” means all work necessary to prepare the Redevelopment Area for and to construct or cause the construction and completion of the individual Redevelopment Projects described in the Redevelopment Plan and this Agreement so as to make such individual Redevelopment Projects suitable for use for their intended purposes, including but not limited to: (1) property acquisition; (2) construction, reconstruction, renovation and/or rehabilitation of infrastructure and/or public improvements, including without limitation sidewalks, lighting, landscaping, sewer, water, electrical and other utilities; (3) demolition, site preparation and environmental remediation; (4) construction of the buildings within the Redevelopment Area to be used for the various intended uses; (5) construction of parking; (6) professional services, including, but not limited to, architecture, engineering, surveying, financing, legal, planning and consulting; and (7) all other work described in the Redevelopment Proposal, Redevelopment Plan and this Agreement, or reasonably necessary to effectuate the intent of the Redevelopment Plan and this Agreement with respect to such

individual Redevelopment Project.

## ARTICLE II DESIGNATION OF DEVELOPER

**2.1 Developer Designation.** The City has selected the Developer as the developer of the Redevelopment Area to perform or cause the performance of the Work in accordance with the Redevelopment Plan, this Agreement and all Governmental Approvals. Notwithstanding the foregoing, the City and the Developer acknowledge and confirm that certain portions of the Redevelopment Area will be redeveloped by Co-Developers and Other Developers as contemplated in **Section 3.10** and **Section 3.11**, respectively. To the extent of any inconsistency among the foregoing, the parties agree that the Redevelopment Plan shall govern.

**2.2 Developer to Advance Costs.** The Developer agrees to advance or cause to be advanced, or seek to be advanced, all Redevelopment Project Costs as necessary to complete the Work, all subject to the Developer's right to abandon the Redevelopment Project and to terminate this Agreement as set forth in **Section 7.1**. Additionally, and not by way of limitation:

- (i) The City acknowledges payment by the Developer of a Five Thousand Dollar and no/100 (\$5,000.00) TIF Application Fee.
- (ii) The Developer shall pay to the Comptroller for actual legal costs incurred and provided to the Comptroller by Armstrong Teasdale LLP and to the SLDC for its actual legal costs incurred and provided to SLDC by Gilmore & Bell, P.C., an additional amount in connection with the review of the Redevelopment Proposal, the review and adoption of the Redevelopment Plan and the negotiation, execution and implementation of this Redevelopment Agreement, which amount shall be paid concurrently with the execution of this Agreement.
- (iii) The Developer shall pay to the Comptroller and SLDC reasonable attorney fees incurred in the review of any Certificates of Reimbursable Redevelopment Project Costs submitted by the Developer.
- (iv) Any amounts advanced to the City, the Comptroller and the SLDC by the Developer under this Agreement shall represent Reimbursable Redevelopment Project Costs to be reimbursed exclusively from the proceeds of TIF Obligations as provided in and subject to **Articles IV** and **V** of this Agreement.

## ARTICLE III ACQUISITION OF PROPERTY AND CONSTRUCTION OF REDEVELOPMENT PROJECTS

**3.1 Acquisition of Property.** The Developer has provided to SLDC a list of properties that it represents are owned by the Developer or a Related Entity and located within the Redevelopment Area as of September 1, 2013, consisting of approximately 1,999 parcels totaling approximately 264 acres (the "Ownership List"). The Developer shall, by December 31 of each year, deliver to SLDC an updated version of the Ownership List, updated to reflect acquisitions of additional properties and sales of properties by the Developer during the period since the delivery of the last preceding Ownership List. Any additional properties acquired by the Developer or a Related Entity for completion of the Work shall be held in the name of the Developer or a Related Entity and shall be subject to the terms, conditions and covenants contained herein and in the Redevelopment Plan immediately upon acquisition. The City will, in order to further the Redevelopment Plan, cooperate with and support the transfer to the Developer or a Related Entity of all vacant land and land on which unoccupied buildings are located within the Redevelopment Area that is owned by the City or any City Agency.

**3.2 Eminent Domain.** The use of eminent domain will not be allowed pursuant to the Redevelopment Plan or pursuant to this Agreement. 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. The Board of Aldermen may approve such use of eminent domain under clause (b) above pursuant to other statutes, such as The Land Clearance for Redevelopment Authority Act, Sections 99.300 to 99.660 of the Revised Statutes of Missouri, as amended, or The Planned Industrial Expansion Law, Sections 100.300 to 100.620 of the Revised Statutes of Missouri, as amended.

**3.3 Relocation.** The Developer shall comply with Ordinance No. 62481 and identify any "displacee" (as that term is used in the Relocation Plan) that is entitled to relocation payments or relocation assistance under the Relocation Plan. The Developer shall, at the Developer's sole cost and expense, subject to reimbursement as Reimbursable Redevelopment Project Costs in accordance with **Article IV** of this Agreement, coordinate such relocation payments and relocation assistance in accordance with

the Relocation Plan, and the Developer shall be responsible for complying with the provisions of such Relocation Plan. In addition to complying with the Relocation Plan, the Developer will report any proposed relocation of a business within the Redevelopment Area to the 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.

**3.4 Developer to Construct the Work.** The Developer shall commence or cause the commencement of the following components of the Work for the Redevelopment Projects and shall complete the construction of the Redevelopment Projects, all as identified below and in accordance with this Agreement:

<b>REDEVELOPMENT PROJECTS</b>	<b>COMMENCEMENT DATE OF SITE WORK</b>	<b>COMPLETION DATE OF REDEVELOPMENT PROJECT</b>
Redevelopment Projects in RPA A	December 31, 2015	October 29, 2032
Redevelopment Projects in RPA B	December 31, 2014	October 29, 2032
Redevelopment Projects in RPA C	December 31, 2014	December 31, 2034
Redevelopment Projects in RPA D	December 31, 2014	December 31, 2034

Notwithstanding the foregoing schedule, the Developer shall have the right to seek to commence any Redevelopment Project before the commencement date set forth above; provided, however, that no portion of any Redevelopment Project for which the Developer intends to seek whole or partial reimbursement pursuant to **Article IV** shall be commenced without the written consent of the Executive Director of SLDC. The Work, including, without limitation, the Site Work, shall be completed in a good and workmanlike manner in accordance with the terms of this Agreement and the Redevelopment Plan. With specific regard to each of the RPA A Initial Proposed Projects, the RPA B Initial Proposed Projects, the RPA C Initial Proposed Projects and the RPA D Initial Proposed Projects (and not in limitation of any other provision of this Agreement), the Developer agrees that the total estimated cost of such projects shall be finally established through customary construction bidding processes, and that, once commenced, the Developer shall diligently pursue such projects.

The Developer may enter into or cause to be entered into one or more construction contracts to complete the Work. Prior to the commencement of construction of any portion of the Work, the Developer shall obtain or shall require that any of its contractors obtain workers' compensation, comprehensive public liability and builder's risk insurance coverage in amounts customary in the industry for similar type projects. The Developer shall require that such insurance be maintained by any of its contractors for the duration of the construction of such portion of the Work. To the extent that laws pertaining to prevailing wage and hour apply to any portion of the Work the Developer agrees to take all actions necessary to apply for the wage and hour determinations and otherwise comply with such laws.

**3.5 Governmental Approvals.** The City and, at its direction, the SLDC agree to employ reasonable and good faith efforts to cooperate with the Developer and to process and timely consider and respond to all applications for the Governmental Approvals as received, all in accordance with the applicable City ordinances and laws of the State of Missouri.

**3.6 Construction Plans.** The Construction Plans for the Work relating to each of the Redevelopment Projects or any discrete portion or portions thereof shall be prepared by a professional engineer or architect licensed to practice in the State of Missouri and the Construction Plans and all construction practices and procedures with respect to the Work shall be in conformity with all applicable state and local laws, ordinances and regulations, and the provisions of this Agreement, including the provisions relating to access for people with disabilities. During the progress of the Work, the Developer may make such reasonable changes, including without limitation modification of the construction schedule, subject to the provisions of **Section 3.4**.

**3.7 Certificate of Commencement of Construction.** The Developer shall furnish to the SLDC, with a copy to the Comptroller, Certificates of Commencement of Construction with respect to the RPA A Initial Proposed Projects, the RPA B Initial Proposed Projects, the RPA C Initial Proposed Projects or the RPA D Initial Proposed Projects in accordance with the schedule set forth in **Section 3.4**.

**3.8 Certificate of Substantial Completion.**

(a) Promptly after substantial completion of each portion of the Redevelopment Projects to which the Executive Director of SLDC has consented pursuant to **Section 3.4**, the Developer shall furnish a Certificate of Substantial Completion, substantially in the form of **Exhibit E**, to SLDC and the City.

(b) The City and SLDC shall, within 30 days following delivery of a Certificate of Substantial Completion, carry out such inspections as they deem necessary to verify to their reasonable satisfaction the accuracy of the certifications contained in such Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the City and the SLDC unless, prior to the end of such 30-day period after delivery to the City and the SLDC of the Certificate of Substantial Completion, the City or SLDC furnishes the Developer with specific written objections to the status of the Work for the specific Redevelopment Project (or portion thereof), describing such objections and the measures required to correct such objections in reasonable detail.

(c) Upon acceptance of the Certificate of Substantial Completion by the City and SLDC or upon the lapse of 30 days after delivery thereof to the City and SLDC without any written objections by the City or SLDC, the Developer may record the Certificate of Substantial Completion with the City of St. Louis Recorder of Deeds, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to perform the Work as to the specific Redevelopment Project (or portion thereof).

**3.9 Inclusion of Sustainability Features in Redevelopment.** The Developer shall include sustainability features in the redevelopment of the Redevelopment Area as provided in the Redevelopment Plan. Such features shall include focusing new development around open spaces to provide connectivity and diverse activities that would include parks for recreation, stormwater attenuation, bikeways, pedestrian connections, and the incorporation of energy efficiency features in the design and construction of infrastructure and buildings that exceed energy efficiency requirements of current laws, and may include the development of co-generation facilities for electrical power in the Redevelopment Area.

**3.10 Co-Developers.** The Developer shall engage one (1) or more Co-Developers to develop certain portions of the Redevelopment Area. At least twenty-five percent (25%) of the portions of the Redevelopment Area acquired by the Developer shall be redeveloped by Co-Developers to whom the Developer has assigned a portion of its redevelopment rights and obligations pursuant to the Redevelopment Plan and this Agreement, and/or by Other Developers. The Developer's failure to identify Co-Developers shall not relieve Developer of its obligations under this Agreement. In addition, Developer may assign a portion of its development rights hereunder to a Related Entity controlled by the same parties controlling Developer (the "Controlled Co-Developer"), in which event such Controlled Co-Developer shall be considered a Co-Developer hereunder, but the activities of such Controlled Co-Developer shall not be taken into account in connection with the aforesaid twenty-five percent (25%) requirement.

**3.11 Other Developers.** Persons or entities, other than the Co-Developers, may redevelop one or more portions of the Redevelopment Area, which redevelopment shall not be related to any assignment of rights from the Developer. Such 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 proposed Redevelopment Projects. Any such Other Developer shall be entitled to negotiate with the City for tax increment financing that is contemplated in the Redevelopment Plan to be used only by "Other Developers" or for other development incentives; 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 tax increment financing or other development incentives for such Other Developers may be effected by separate redevelopment agreements, entered into pursuant to legislation adopted by the Board of Aldermen. The amount of tax increment financing that may be made available to such Other Developers, if any, shall be in addition to the tax increment financing that is available to the Developer pursuant to this Agreement.

**3.12 Applicability of Chapter 290.** The Developer shall be subject to the provisions of Chapter 290 of the Revised Statutes of Missouri relating to wages, hours and dismissal rights.

**3.13 Accessibility Standards.** The Developer shall cause the Redevelopment Projects and each portion thereof to be built in conformance with the American with Disabilities Act and the Fair Housing Act Amendments of 1988 and regulations promulgated thereunder as such Acts and regulations exist at the time of the commencement of construction of any particular portion of a Redevelopment Project. With respect to the redevelopment of rehabilitated existing buildings that will have one (1) to three (3) residential units within the Redevelopment Area, the Developer will use its best efforts to cause accessible entry to the first floor and the first floor of each rehabilitated existing building to be accessible. The Developer shall ensure that fifty percent (50%) of the new residential buildings that have from one (1) to three (3) units have, at a minimum, accessible entry to the first floor and within the first floors of the unit(s). All buildings that have four (4) or more attached dwelling units shall have accessible entry to the first floor and within the first floor of each unit, regardless of whether such unit is a garden apartment or townhouse. The prior sentence shall apply without regard to whether townhouses are owned as separate attached townhouse dwelling units held as individual fee simple property or the units are held as a group either for lease or in a condominium or cooperative form. The City and the Developer shall provide a means by which the terms of this Section are enforced either by (a) the City's training staff to enforce these terms by

expanding plan examiners' and building inspectors' responsibilities from ensuring compliance with the building code to ensuring compliance with the building code, the Americans with Disabilities Act and the Fair Housing Act or (b) the Developer's undertaking to employ an independent architectural auditor to ensure compliance with this Section. If an independent architectural auditor is used, such auditor shall issue audit reports at sufficient regular intervals to ensure that deficiencies can be corrected before construction on any given project is substantially completed. The audit reports shall be public documents. The City shall cooperate with the Developer and any Co-Developer(s) to resolve any possible conflicts that may occur as a result of instituting such accessibility standards together with building code provisions that do not relate to accessibility.

**3.14 Assistance to Developer in Undertaking Redevelopment.** Given the dimensions of this redevelopment, it is critical for the City to assist the Developer in the redevelopment of the Redevelopment Area. Accordingly, the City will use its best efforts, but subject to legislative authority, with no obligation on the part of the City to complete any portion of the Work, and provided that the proposed Work complies with the standards of the Board of Public Service and the Department of Streets, Traffic and Refuse of the City, to take the steps set forth below to assist the Developer in the implementation of the Redevelopment Plan. The Developer acknowledges and confirms that this Agreement does not bind the City to procure or to commit funds; however, the City will endeavor to assist the Developer in using the powers of the City to procure and to provide funding and grants on a case-by-case basis:

- (i) expedite the changes to streets and other infrastructure, such as additions to the streets and other infrastructure and the vacation of streets and alleys where necessary, subject, however, to applicable law and the rights of owners of property in the Redevelopment Area other than the Developer;
- (ii) endeavor to provide smooth administrative and streamlined processing for the redevelopment process, through the designation of a senior staff person in the Mayor's office or the SLDC to assist the Developer in the redevelopment process;
- (iii) endeavor to participate in, and to support, design review processes, standards and guidelines to be developed by the Developer to be applied to properties under the control of the Developer;
- (iv) support the establishment of a sewer subdistrict for the Redevelopment Area to assist in receiving user fees, allocating costs and improving the sewer and water systems, subject, however, to the rights of owners of property in the Redevelopment Area other than the Developer;
- (v) support sustainable stormwater and wastewater drainage measures, such as disconnecting downspouts, subject, however, to the City's right to establish requirements for such measures to protect the safety of the public;
- (vi) assist the Developer through the efforts of said senior staff person (mentioned in clause (ii)) with the processing of design requirements in historic districts to minimize potential delay;
- (vii) assist the Developer through the efforts of said senior staff person in supporting and coordinating the processing of approvals for demolition in the redevelopment area;
- (viii) support cooperative efforts with the Developer to pursue infrastructure alignments and projects that are in the best interest of the City and further the objectives and goals of the Redevelopment Plan; and
- (ix) support the placement of all utilities underground and within the rights-of-way.

#### **ARTICLE IV REIMBURSEMENT OF DEVELOPER COSTS**

##### **4.1 City's Obligation to Reimburse Developer.**

(a) The City agrees to reimburse Developer for the verified Reimbursable Redevelopment Project Costs in the principal amount not to exceed Three Hundred Ninety Million Six Hundred Thousand Dollars (\$390,600,000) plus Issuance Costs, but only from the Special Allocation Fund and the proceeds of TIF Obligations (if any). The terms for the reimbursement to the Developer shall be subject to, and shall be as set forth in, this Agreement and the Note Ordinance.

(b) The City agrees to issue TIF Notes to Developer to evidence the City's obligation to reimburse Developer for verified Reimbursable Redevelopment Project Costs in the principal amount not to exceed Three Hundred Ninety Million Six

Hundred Thousand Dollars (\$390,600,000) plus Issuance Costs, provided that such TIF Notes shall be a special limited obligation of the City secured only from moneys deposited in and appropriated from the Special Allocation Fund in accordance with the TIF Act and this Agreement. The terms for the issuance of the TIF Notes to the Developer shall be subject to, and shall be as set forth in, this Agreement and the Note Ordinance.

(c) For each Redevelopment Project Area, the maximum amounts to be reimbursed to the Developer are set forth below, which maximum amounts may be reduced as provided in this Agreement:

RPA	COST SUBCATEGORY				TOTAL MAXIMUM REIMBURSEMENT - ALL COST SUBCATEGORIES
	Studies & Professional Services	Property Acquisition & Relocation	Public Infrastructure Costs	Building Rehabilitation Costs	
A	\$ 400,000	\$ 8,500,000	\$ 117,100,000	\$ 3,600,000	\$ 129,600,000
B	\$ 200,000	\$ 12,500,000	\$ 56,300,000	\$ 0	\$ 69,000,000
C	\$ 700,000	\$ 7,500,000	\$ 96,600,000	\$ 4,000,000	\$ 108,800,000
D	\$ 600,000	\$ 7,100,000	\$ 75,500,000	\$ 0	\$ 83,200,000
TOTAL	\$ 1,900,000	\$ 35,600,000	\$ 345,500,000	\$ 7,600,000	\$ 390,600,000

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 among the four (4) categories of costs within a Redevelopment Project Area (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, such shifting of costs among 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.

#### **4.2 Reimbursements Limited to Reimbursable Redevelopment Project Costs; Developer's Right to Substitute.**

Nothing in this Agreement shall obligate the City to issue TIF Obligations or to reimburse the Developer for any cost that is not incurred pursuant to Section 99.820.1 of the TIF Act or that does not qualify as a "redevelopment project cost" under Section 99.805 of the TIF Act and under this Agreement. In order to seek reimbursement for any Reimbursable Redevelopment Project Costs, the Developer shall provide to the City (a) itemized invoices, receipts or other information reasonably requested by the City evidencing such costs; and (b) a Certificate of Reimbursable Redevelopment Project Costs constituting certification by the Developer that such cost is eligible for reimbursement under the TIF Act and this Agreement. Notwithstanding anything to the contrary contained herein, no costs associated with public infrastructure components of a Redevelopment Project may be included in a Certificate of Reimbursable Redevelopment Project Costs unless the Executive Director of SLDC has consented to the applicable public infrastructure component pursuant to **Section 3.4**.

**4.3 Effect of Additional Funding.** It is estimated that the construction of all of the contemplated new infrastructure identified by the Developer within the Redevelopment Area, the cost of which infrastructure would constitute a Redevelopment Project Cost, will cost approximately One Billion One Hundred Million and no/100 Dollars (\$1,100,000,000). As set forth in **Section 4.1**, the maximum amount of TIF Obligations to be available pursuant to the Note Ordinance and this Agreement for the Developer Infrastructure is Three Hundred Forty-Five Million Five Hundred Thousand Dollars (\$345,500,000), subject to adjustment pursuant to **Section 4.1**. Additional Funding made available to or within the City for use in the Redevelopment Area for construction of public infrastructure components of the Redevelopment Projects will reduce the amount of TIF Obligations authorized pursuant to the Note Ordinance and this Agreement as follows. If the Developer, the City, any agency of the City, the State of Missouri and/or any agency of the State receives or provides Additional Funding, which funding or grants relate to, and are used for the public infrastructure components of the Redevelopment Projects, then the City's Board of Estimate and Apportionment, in such Board's sole discretion, may reduce the "Total Maximum Reimbursement - All Cost Subcategories" set forth in the table in **Section 4.1** by up to twenty percent (20%) of the amount of any such Additional Funding up to Eight Hundred and Forty Million Dollars (\$840,000,000) and by up to one hundred percent (100%) of the amount of any such Additional Funding in excess of Eight Hundred and Forty Million Dollars (\$840,000,000).

## ARTICLE V TIF OBLIGATIONS

**5.1 Conditions Precedent to the Issuance of TIF Notes.** TIF Notes relating to a particular Redevelopment Project Area shall not be issued until such time as the City has approved a Certificate of Reimbursable Redevelopment Project Costs in substantially the form of **Exhibit D** and the Developer has complied with the terms of the Note Ordinance and this Agreement.

**5.2 Issuance of TIF Bonds.** The City, acting through the Comptroller, may, in the exercise of its reasonable business judgment, issue, or cause to be issued, TIF Bonds at any time in an amount sufficient to refund all or a portion of the outstanding TIF Notes relating to a particular Redevelopment Project Area, to the extent that the Developer has complied with the Note Ordinance and this Agreement.

## ARTICLE VI SPECIAL ALLOCATION FUND; COLLECTION AND USE OF TIF REVENUES

**6.1 Creation of Special Allocation Fund.** The City agrees to cause its Comptroller or other financial officer to maintain the Special Allocation Fund, including a "PILOTs Account," an "EATs Account," and such further accounts or sub-accounts as the Comptroller may deem appropriate in connection with the administration of the Special Allocation Fund and this Agreement. Subject to the requirements of the TIF Act and, with respect to Economic Activity Taxes for any particular Redevelopment Project Area, subject to annual appropriation by the Board of Aldermen, the City will promptly upon receipt thereof deposit all Payments in Lieu of Taxes for any particular Redevelopment Project Area into the PILOTs Account or applicable sub-account and deposit all Economic Activity Taxes for any particular Redevelopment Project Area into the EATs Account or applicable sub-account.

**6.2 Certificate of Total Initial Equalized Assessed Value.** Within sixty (60) days following the execution of this Agreement, the City shall provide to the Developer a true, correct and complete copy of the St. Louis Assessor's calculation of the total initial equalized assessed value of all taxable property within RPA C and RPA D, as determined pursuant to Section 99.845.1 RSMo. The Developer shall provide any information under Developer's control and reasonably requested by the City to assist the City in calculating such initial equalized assessed value and the City shall not be deemed to be in default of this Section if its failure to provide such calculation is delayed due to the Developer failing to provide any reasonably requested information.

**6.3 Certificate of Initial Economic Activity Tax Revenues.** Within sixty (60) days following the execution of this Agreement, the City shall provide to the Developer a certification of the total revenues from taxes which were imposed by the City or other taxing districts (as the term is defined in Section 99.805 of the TIF Act) for economic activities within RPA C and RPA D during the previous calendar year, other than and excluding any taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments and personal property taxes and any other taxes excluded from tax increment financing by Missouri law applicable as of the date tax increment financing was adopted within such RPA, or otherwise specifically excluded by the terms of this Agreement. The Developer shall provide any information under Developer's control and reasonably requested by the City to assist the City in calculating such tax revenues and the City shall not be deemed to be in default of this Section if its failure to provide such calculation is delayed due to the Developer failing to provide any reasonably requested information. The Developer shall promptly notify the Comptroller if it disagrees with any of the calculations contained in the certification and the Developer and the Comptroller shall cooperate in good faith to resolve any such disagreements.

**6.4 Surplus Growth Revenue.** Notwithstanding anything herein to the contrary, commencing with calendar year 2014, at least annually on or before December 31 of each calendar year, the Surplus Growth Revenue shall be paid from the Special Allocation Fund to the City. Surplus Growth Revenue will be set as a percentage of the base EATs and calculated as provided below. Funds appropriated from the Special Allocation Fund as Surplus Growth Revenue shall not be used to pay Reimbursable Redevelopment Project Costs related to Work performed by or on behalf of the Developer pursuant to this Agreement. Surplus Growth Revenue shall be calculated as follows:

(i) With regard to RPA A and RPA B, Surplus Growth Revenue for each calendar year from 2014 through 2018 shall equal one percent (1%) of the amount of current base EATs with respect to these areas (the parties agree that such base EATs amount equals \$1,611,456, and that the resulting Surplus Growth Revenue amount equals \$16,115). Commencing with calendar year 2019 and for each calendar year thereafter, the amount of such Surplus Growth Revenue with respect to such area for such calendar year shall be an amount equal to one hundred one percent (101%) of the amount of the Surplus Growth Revenue for such area for the preceding calendar year.

(ii) With regard to RPA C and RPA D, Surplus Growth Revenue for each calendar year commencing with 2014 shall equal one percent (1%) of the amount of the base EATs with respect to these areas pursuant to Section 6.3. Commencing with calendar year 2015 and for each calendar year thereafter, the amount of such Surplus Growth Revenue

with respect to such area for such calendar year shall be an amount equal to one hundred one percent (101%) of the amount of the Surplus Growth Revenue for such area for the preceding calendar year.

**6.5 Application of Available Revenues.** The City hereby agrees to apply the Available Revenues and any taxes, fees or assessments subsequently enacted and imposed in substitution therefor and allocable to the Special Allocation Fund under the TIF Act to the repayment of TIF Notes issued and for other purposes as discussed and provided in this Agreement and Individual RPA Note Ordinances.

**6.6 Cooperation in Determining TIF Revenues.** The City and the Developer agree to cooperate and take all reasonable actions necessary to ensure that reports required to determine the amount of TIF Revenues are provided to the City when required by the City on forms attached to this Agreement as **Exhibit I**, and to cause the TIF Revenues to be paid into the Special Allocation Fund established pursuant to this Agreement and any PILOTs Account sub-accounts or EATs Account sub-accounts established pursuant to this Agreement, including, but not limited to, the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement.

**6.7 Obligation to Report TIF Revenues.** The Developer shall cause any purchaser or transferee of real property located within the Property, and any lessee or other user of real property located within the Property required to pay TIF Revenues, to use all reasonable efforts to timely fulfill such obligations as are required by **Section 6.6**. So long as any of the TIF Obligations are outstanding, the Developer shall cause such obligations to be covenants running with the land, which covenants shall be enforceable as if such purchaser, transferee, lessee or other user of such real property were originally a party to and bound by this Agreement.

**6.8 Notice to City of Transfer.** The Developer agrees to notify the City in writing of any sale, transfer or other disposition of any interest herein as permitted by **Section 7.3.2** or any sale, transfer or other disposition of the Property at least fifteen (15) days prior to such sale, transfer or other disposition. Said notice shall specify the name and address of the person so acquiring any interest **herein or any Property from the Developer**.

**6.9 Review of TIF Revenue Information.** The City shall provide to the TIF Revenue Monitor the information collected and used by the City to calculate TIF Revenues. The TIF Revenue Monitor shall sign a confidentiality agreement with the City to assure compliance with Missouri law, prior to the City providing revenue information to the TIF Revenue Monitor.

**6.10 Surplus.** The City hereby declares annually as Surplus from the Special Allocation Fund an amount equal to EATs generated from the Earnings Tax levied pursuant to Ordinance No. 47063 (or any successor thereto) or the Payroll Expense Tax levied pursuant to Ordinance No. 60737 (or any successor thereto) within City Blocks 905, 902, 895 and 496 and deposited into the Special Allocation Fund during the term of the Cooperation Agreement between the City and The Wellpoint Companies, Inc. dated as of September 10, 2009.

## ARTICLE VII GENERAL PROVISIONS

**7.1 Developer's Right of Termination.** So long as no TIF Obligations are outstanding with respect to any Redevelopment Project Area, the Developer may, by giving written notice to the City, abandon the Redevelopment Projects and terminate this Agreement. Notwithstanding the foregoing, in the event a TIF Note or TIF Notes held by the Developer is or are outstanding with respect to any Redevelopment Project Area, the Developer may, by giving written notice to the City, abandon the Redevelopment Projects relating to such Redevelopment Project Area and terminate this Agreement with respect to such Redevelopment Project Area. In that event, the City's obligation to pay any such TIF Note or TIF Notes and/or to reimburse the Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer with respect to such Redevelopment Project Area shall be subordinated to the City's obligation to pay any substitute developer or contractor selected by the City to complete the Work relating to said Redevelopment Projects for each such substitute developer's or contractor's Redevelopment Project Costs incurred with respect to such Redevelopment Project Area. Notwithstanding the foregoing, if the Developer abandons the Redevelopment Projects relating to a Redevelopment Project Area and terminates this Agreement with respect to such Redevelopment Project Area as provided above, the Developer shall not have the right to receive any subordinated payments under any related TIF Notes or otherwise for Reimbursable Redevelopment Project Costs for the acquisition of real property prior to the date of this Agreement.

**7.2 City's Right of Termination.** The City may terminate this Agreement upon the occurrence of an Event of Default, which has continued after any applicable cure period. Upon such termination, the City's obligation to pay any TIF Note or TIF Notes issued with respect to any Redevelopment Project Areas and/or to reimburse the Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer with respect to any Redevelopment Project Area shall be

subordinated to the City's obligation to pay any substitute developer or contractor selected by the City to complete the Work relating to said Redevelopment Project Area for each such substitute developer's or contractor's Redevelopment Project Costs incurred with respect to such Redevelopment Project Area. Termination of this Agreement shall not affect the Developer's or the City's rights under any other separate agreements then in effect to which the Developer or the City is a party, regarding the redevelopment of the Redevelopment Area. Notwithstanding the foregoing, if the City terminates this Agreement with respect to any Redevelopment Project Area as provided above, the Developer shall not have the right to receive any subordinated payments under any related TIF Notes or otherwise for Reimbursable Redevelopment Project Costs for the acquisition of real property prior to the date of this Agreement.

### 7.3 Successors and Assigns

**7.3.1 Binding Effect.** This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective successors and assigns.

**7.3.2 Assignment of Rights.** The Developer may assign or transfer to a Co-Developer a portion of its rights under this Agreement upon a reasonably satisfactory demonstration to the Developer of the proposed Co-Developer's experience and financial capability to undertake and to complete such applicable portions of the Work and to perform the Developer's obligations under this Agreement with respect to such applicable portions of the Work, all in accordance with this Agreement. With respect to (a) the assignment or transfer of any rights under this Agreement to a Co-Developer that involves the rights over the redevelopment of more than thirty-five percent (35%) of the Redevelopment Area or (b) any other assignment or transfer of any of the rights of the Developer under this Agreement, the Developer shall obtain the consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. After any such assignment or transfer of said rights, the Developer shall remain obligated with respect to the fulfilling any obligations associated with said rights notwithstanding such assignment or transfer. Notwithstanding anything herein to the contrary, the City hereby approves, and no prior consent shall be required in connection with: (x) the right of the Developer to encumber or collaterally assign its rights, duties and obligations under this Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Redevelopment Project Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment; and (y) the right of Developer to assign all or part of the Developer's rights, duties and obligations under this Agreement to a Related Entity (including a Controlled Co-Developer).

**7.3.3 Assignment or Sale to Exempt Organization.** Prior to any sale, transfer or other disposition of all or any portion of the Property or any interest therein to an organization exempt from payment of ad valorem property taxes, the Developer, any owner or prospective owner of any such Property, and such organization shall be required to agree not to apply for an exemption from payment of such property taxes for a period ending on the earlier of the date that all TIF Obligations are paid in full or twenty-three (23) years from the date that the City approved the Redevelopment Project Area. The Developer shall make this requirement a covenant running with the land, enforceable for such period as if such purchaser or other transferee or possessor thereof were originally a party to and bound by this Agreement.

**7.4 Other Remedies.** Except as otherwise provided in this Agreement relating to the occurrence of Events of Default and otherwise and subject to the Developer's and the City's respective rights of termination, upon the occurrence of an Event of Default, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default, including without limitation proceedings to compel specific performance by the defaulting party, termination of this Agreement, or exercising any and all remedies available at law or in equity.

**7.5 Force Majeure.** Neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended by twelve (12) months and, if such condition continues, shall be extended for up to twenty-four (24) months in the event of any delay caused by force majeure, including without limitation damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with construction of the Work or any portion thereof and which such governmental entity would be required to issue in the ordinary course of business; inability to obtain the use of eminent domain to acquire parcels necessary to implement the Redevelopment Plan or any material portion thereof as set forth in **Section 3.2** hereof; shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or wet soil conditions; or other like causes beyond the parties' reasonable control, including without limitation any litigation, court order or judgment resulting from any litigation affecting the validity of the Redevelopment Plan, the Redevelopment Project or the TIF Obligations or this Agreement; provided that (i) such event of force

majeure shall not be deemed to exist as to any matter initiated or sustained by the Developer in bad faith, and (ii) the Developer notifies the City in writing within thirty (30) days of the Developer's actual knowledge of the existence of such claimed event of force majeure.

**7.6 Notices.** All notices, demands, consents, approvals, certificates and other communications required by this Agreement to be given by either party hereunder shall be in writing and shall be hand delivered or sent by United States first class mail, postage prepaid, addressed to the appropriate party at its address set forth below, or to such other individual or to such other address as such party shall have last designated by notice to the other. Notices, demands, consents, approvals, certificates and other communications shall be deemed given when delivered or three days after mailing; provided, however, that if any such notice or other communication shall also be sent by telecopy or fax machine, such notice shall be deemed given at the time and on the date of machine transmittal if the sending party receives a written send verification on its machines and forwards a copy thereof with its mailed or courier delivered notice or communication.

In the case of the Developer, to:

Northside Regeneration, LLC  
1001 Boardwalk Springs Place  
O'Fallon, Missouri 63368  
Attention: William D. Laskowsky  
Facsimile: (636) 561-3901

With a copy to:

Stone, Leyton & Gershman  
A Professional Corporation  
7733 Forsyth Boulevard, Suite 500  
St. Louis, Missouri 63105  
Attention: Steven M. Stone  
Facsimile: (314) 721-8660

In the case of the City, to:

City of St. Louis  
City Hall  
1200 Market Street  
St. Louis, Missouri 63103  
Attention: Mayor, Room 200  
Fax: 314-622-4061  
Attention: City Counselor, Room 314  
Fax: 314-622-4956

With copies to:

City of St. Louis  
1520 Market Street  
Room 3005  
St. Louis, Missouri 63103  
Attention: Ivy Neyland-Pinkston, Deputy Comptroller  
Fax: 314-588-0550

And

St. Louis Development Corporation  
1520 Market Street  
Suite 2000  
St. Louis, Missouri 63103  
Attention: Executive Director  
Fax: 314-613-7011

And

Armstrong Teasdale LLP  
7700 Forsyth Boulevard, Suite 1800  
St. Louis, Missouri 63105  
Attention: Thomas Ray  
Fax: 314-621-5065

And

Gilmore & Bell, P.C.  
One Metropolitan Square  
211 N. Broadway, Suite 2350  
St. Louis, Missouri 63102  
Attention: Mark D. Grimm  
Fax: 314-436-1166

**7.7 Conflict of Interest.** No member of the Board of Aldermen, the TIF Commission, or any branch of the City's government who has any power of review or approval of any of the Developer's undertakings, or of the City's contracting for goods or services for the Redevelopment Area, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Board of Aldermen the nature of such interest and seek a determination by the Board of Aldermen with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

**7.8 Damage or Destruction of Redevelopment Project.** In the event of total destruction or damage to a particular Redevelopment Project or Redevelopment Projects by fire or other casualty, during construction or thereafter during the term of this Agreement so long as any TIF Notes are outstanding and the Developer or a Related Entity owns the Property, the Developer shall determine and advise the City in writing within one year of such destruction or damage whether Developer intends to restore, reconstruct and repair any such destruction or damage so that such Redevelopment Project will be completed or rebuilt in accordance with the Redevelopment Plan and this Agreement. Should the Developer determine not to restore, reconstruct and repair such Redevelopment Project, all unaccrued liability of the City for any payments of principal of or interest on the TIF Notes shall immediately terminate and the Developer shall promptly surrender the TIF Notes to the City for cancellation. In the event the Developer determines not to restore, reconstruct and repair after such total destruction or damage during the term of this Agreement and after any TIF Bonds are issued or the issuance of a TIF Note to a purchaser other than the Developer or a Related Entity, the Developer shall, at the City's option after consultation with the Developer, tender to the City that portion of the insurance proceeds, if any, to which Developer is entitled, after satisfaction of any terms or obligations of any deed of trust, promissory note or financing agreement entered into by the Developer for the financing of all or any part of the Redevelopment Project, from any fire or casualty insurance policy in an amount equal to the outstanding principal amount of the TIF Bonds or TIF Notes, plus accrued interest thereon to be deposited into the Special Allocation Fund.

**7.9 Inspection.** The City may conduct such periodic inspections of the Work as may be generally provided in the building code of the City. In addition, the Developer shall allow other authorized representatives of the City reasonable access to the Work site from time to time upon advance notice prior to the completion of the Work for inspection thereof for the purpose of determining whether or not such Work is proceeding in accordance with the terms of this Agreement. The Developer shall not unreasonably deny the City and its officers, employees, agents and independent contractors the right to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work as the City determines is reasonable and necessary to verify the Developer's compliance with the terms of this Agreement.

**7.10 Choice of Law.** This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of State of Missouri for all purposes and intents.

**7.11 Entire Agreement; Amendment.** The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

**7.12 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

**7.13 Severability.** In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

**7.14 Representatives Not Personally Liable.** No elected or appointed official, agent, employee or representative of the City shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

**7.15 Attorney's Fees.** In any dispute arising out of or relating to this Agreement, including any action to enforce this Agreement against a defaulting or breaching party pursuant to **Section 7.4**, the prevailing party shall recover from the non-prevailing party the prevailing party's attorney fees, in addition to any other damages to which it may be entitled.

**7.16 Actions Contesting the Validity and Enforceability of the Redevelopment Plan.** In the event a third party brings an action against the City or the City's officials, agents, attorneys, employees or representatives contesting the validity or legality of the Redevelopment Area, the Redevelopment Plan, the TIF Obligations, or the ordinance approving this Agreement, Developer may, at its option, join the City in defense of such claim or action. The parties expressly agree that, so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and the Developer in any such proceeding. The Developer shall be responsible for all reasonable and necessary costs and expenses incurred by the City and by the Developer in connection with the defense of such claim or action, provided that, if the City does not approve a settlement or compromise to which the Developer would agree, the Developer shall not be responsible for any costs or expenses incurred thereafter in the defense of such claim or action. All costs of any such defense, whether incurred by the City or the Developer, shall be deemed to be Reimbursable Redevelopment Project Costs and reimbursable from any amounts in the Special Allocation Fund (less the Surplus Growth Revenue), subject to **Article IV** of this Agreement.

**7.17 Release and Indemnification.** The indemnifications and covenants contained in this Section shall survive termination or expiration of this Agreement.

**7.17.1** The City, SLDC and their respective governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable to the Developer for damages or otherwise in the event that all or any part of the TIF Act, or any ordinance adopted in connection with either the TIF Act, this Agreement or the Redevelopment Plan, is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof.

**7.17.2** The Developer releases from and covenants and agrees that the City, SLDC and their respective governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the City, SLDC their governing body members, officers, agents, attorneys, employees and independent contractors against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed (excluding consequential and punitive damages), to persons or property occurring or allegedly occurring as a result of any negligent or malicious acts or omissions of the Developer, its governing body members, officers, agents, attorneys, employees and independent contractors, in connection with its or their activities conducted pursuant to this Agreement.

**7.17.3** The City, SLDC and their respective governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, employees, independent contractors or any other persons who may be about the Property or the Work except for matters arising out of the gross negligence or willful misconduct of the City, SLDC or their respective governing body members, officers, agents, attorneys, employees and independent contractors.

**7.17.4** All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officers, agents, attorneys, employees or independent contractors in their individual capacities.

**7.17.5** No governing body members, officers, agents, attorneys, employees or independent contractors of the City or SLDC shall be personally liable to the Developer (i) in the event of a default or breach by any party under this Agreement or (ii) for any amount or any TIF Obligations which may become due to any party under the terms of this Agreement.

**7.17.6** The Developer releases from and covenants and agrees that the City, SLDC, their respective governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable for, and agrees to indemnify and hold the City, SLDC, their respective governing body members, officers, agents, attorneys, employees and independent contractors, harmless from and against any and all third party suits, interest, claims and cost of reasonable attorneys fees incurred by any of them, resulting from, arising out of, or in any way connected with: (i) the enforcement of this Agreement, the validity of the TIF Obligations or the enforcement or validity of any other agreement or obligation made in connection therewith and their approvals (excluding opinions of counsel and of the City's financial advisors whenever such claim is based on such party's own negligence); (ii) the negligence or willful misconduct of the Developer or its officers, agents, employees or independent contractors in connection with the design, management, development, redevelopment and construction of the Work, or (iii) the compliance by the Developer with all applicable state, federal and local environmental laws, regulations and ordinances as applicable to the Property, to the extent such condition existed prior to the acquisition thereof by the Developer. The foregoing release and indemnification shall not apply in the case of such liability arising directly out of the negligence or malicious acts or omissions of the City, SLDC or their respective governing body members, officers, agents, attorneys, employees and independent contractors in connection with its or their activities conducted pursuant to this Agreement or which arises out of matters undertaken by the City or SLDC following termination of this Agreement in whole or with respect to a single Redevelopment Project Area.

**7.18 Survival.** Notwithstanding the expiration or termination or breach of this Agreement by either party, the agreements contained in **Section 2.2, Article VI, Sections 7.10, 7.11, 7.12, 7.13, 7.14, 7.15, 7.16, 7.17, 7.19 and Article VIII** of this Agreement shall, except as otherwise expressly set forth herein, survive such early expiration or early termination of this Agreement by either party.

**7.19 Maintenance of the Property**

(a) The Developer agrees to maintain all properties within the Redevelopment Area that are owned by it or a Related Entity in accordance with the Property Maintenance Plan and all applicable laws and regulations. In any contracts or agreements for the sale or leasing of any parcels within the Redevelopment Area owned by the Developer or a Related Entity, the Developer will require any subsequent owner or lessee to maintain the buildings and improvements on such parcels in accordance with the Property Maintenance Plan.

(b) The Developer has provided to SLDC a "Proposed Historic Preservation Plan and Demolition of Parcels of the Northside Redevelopment," dated May 8, 2013, which contains a list of the buildings on properties within the Redevelopment Area that the Developer has identified for demolition and rehabilitation. The Developer shall (a) by December 31, 2016, demolish those buildings located on the properties identified for demolition on said list if such demolition is approved by the City and (b) with respect to those buildings located on the properties identified for rehabilitation on said list, weather-secure such buildings to preserve them for future rehabilitation by the Developer or others. The Developer's failure to timely apply for a demolition permit shall not relieve the Developer of its obligations pursuant to this Section.

**7.20 Non-Discrimination.** The Developer agrees that, during the term of this Agreement and as an independent covenant running with the land, there shall be no discrimination upon the basis of race, creed, color, national origin, sex, sexual orientation, age, marital status or physical disability in the sale, lease, rental, occupancy or use of any of the facilities under its control within the Redevelopment Area or any portion thereof and said covenant may be enforced by the City or the United States of America or any of their respective agencies. The Developer further agrees that a provision containing the covenants of this paragraph shall be included in all agreements pertaining to the lease or conveyance or transfer (by any means) of all or a portion of the Redevelopment Project and any of the facilities under its control in the Redevelopment Area. Except as provided in this Section, the Developer shall have no obligation to enforce the covenants made by any transferee or lessee, tenant, occupant or user of any of the facilities within the Redevelopment Area.

**7.21 Fair Employment.** Without limiting any of the foregoing, the Developer voluntarily agrees to observe the Equal Opportunity and Nondiscrimination Guidelines set forth as **Exhibit F**, attached hereto and incorporated herein by reference. By execution of this Agreement, the Developer certifies and agrees that it is under no contractual or other disability that would materially impair its ability to observe the Guidelines set forth as **Exhibit F**, attached hereto and incorporated herein by reference.

**7.22 MBE/WBE Compliance.** In the redevelopment of the Redevelopment Area, there shall be maximum utilization of bona fide minority business enterprises ("MBE's") and women business enterprises ("WBE's"). The Developer shall comply with the Mayor's Executive Order #28, as amended, during the design and construction of the Redevelopment Projects.

**7.22.1** Developer shall submit to the MBE/WBE Compliance Officer a copy of the MBE/WBE Subcontractor's List and the MBE/WBE Utilization Statement prior to the commencement of any construction and shall

not commence construction until the City has determined that such List and Utilization Statement are acceptable to the City.

**7.22.2** Developer covenants to work with the City's MBE/WBE Compliance Officer in good faith at all times before, during and after construction of the Redevelopment Projects in order for the City to verify Developer's compliance with **Section 7.22.1** and **Section 7.22.2**.

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

**7.22.4** The Developer shall establish an office within the Redevelopment Area which MBE's or WBE's may contact to receive information regarding submitting bids for projects, information regarding being contacted about such bidding or information regarding employment opportunities with respect to any of the Redevelopment Projects.

**7.23** **Contracts with Board of Public Service.** Ordinance 68412, as adopted by the Board of Aldermen, shall apply to any offering by the Board of Public Service of the City of construction contracts with estimated costs greater than One Million and no/100 Dollars (\$1,000,000.00).

**7.24** **Proceeds of DALA Tax Credits.** Any funds generated through the use or sale of the DALA Tax Credits shall be used to redevelop the Redevelopment Area, in compliance with the statutory requirements governing the issuance of such DALA Tax Credits.

**7.25** **Possible Transportation Development Districts and/or Community Improvement Districts.** The City and the Developer acknowledge that the Developer may seek to create one (1) or more transportation development districts and/or community improvement districts within the Redevelopment Area. The City shall cooperate and assist the Developer in obtaining approval for the creation of such districts and for the levying or imposition of assessments or taxes within such districts.

**7.26** **Workforce Requirements.**

(a) In addition to the foregoing goals, the Developer has established the new, additional goal that at least 25% of the overall construction workforce will be comprised of residents residing in the Redevelopment Area. The Developer understands that workforce development and training are an integral part of the effort to achieve all of these goals, and, accordingly, the Developer has established the Northside Regeneration Workforce Coalition workforce diversity policy ("NSRWC Policy") described in **Exhibit L** attached hereto. The Developer shall implement the NSRWC Policy in cooperation with the St. Louis Agency on Training and Employment ("SLATE"), St. Patrick Center, Better Family Life, St. Louis Job Corps Center, Construction Prep Center, Construction Careers Center and Rankin Technical College. In anticipation of future job needs, several of these training organizations have begun providing fundamental skills training for such anticipated job needs. In regard to construction job needs, such training organizations and selected construction companies have been working with SLATE to ensure an orderly hiring process to match resources to needs.

(b) The City and the Developer acknowledge that in implementing the NSRWC Policy, SLATE will develop a database to track participating individuals, and all such participants will be provided with information outlining the complete program process. Available job positions will be posted on the [jobs.mo.gov](http://jobs.mo.gov) website (and/or similar employment websites) along with information on how to apply.

**7.27** **Events of Default.** There shall be an Event of Default if one of the following occurs: (a) the Developer fails to comply with the schedule set forth in **Section 3.4** with respect to a particular Redevelopment Project Area; (b) the City determines that the Developer has failed to comply with any material provision of this Agreement; (c) the Developer has commenced a bankruptcy case; (d) the Developer fails to pay any of the fees and costs set forth in **Section 2.2**; or (e) the City determines that the Developer has abandoned the redevelopment of the Redevelopment Area; provided, however, that no Event of Default shall exist if (x) the Developer remedies or cures a monetary default or breach within fifteen (15) days after receipt of written notice from the City specifying the default or breach, or (y) the Developer remedies or cures a non-monetary default or breach within thirty (30) days after receipt of written notice from the City specifying the default or breach or the Developer diligently and in good faith commences to cure or remedy such default or breach but is unable to cure or remedy such default or breach within thirty (30) days after receipt of notice, and the Developer, prior to the end of such thirty (30) days, provides notice to the City that it has in good faith commenced to cure or remedy such default or breach, whereupon the Developer shall have an additional thirty (30) days to cure or remedy such default or breach.

**ARTICLE VIII  
REPRESENTATIONS OF THE PARTIES**

**8.1 Representations of the City.** The City hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, including without limitation the right, power and authority to issue and sell the TIF Notes, and all of the foregoing have been or will be, upon adoption of ordinances authorizing the issuance of the TIF Notes, duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms. The City further hereby represents and warrants that the City has considered the amount of potential DALA tax credits expected to be requested by and awarded to the Developer in adopting the legislation providing for the provision of economic incentives to the Developer and in measuring the reasonableness of rate of return to be achieved by the Developer in implementing the Redevelopment Plan with the adoption of said legislation.

**8.2 Representations of the Developer.** The Developer hereby represents and warrants it has full power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings. This Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

**8.3 Contractual Liability Insurance Covenant.** Simultaneously with the execution of this Agreement, the Developer shall provide evidence of contractual liability insurance (in form and substance reasonably acceptable to SLDC) covering the Developer’s obligations to indemnify the City, SLDC, and their respective governing body members, officers, agents, attorneys, employees and independent contractors pursuant to this Agreement. The contractual liability insurance policy shall be issued by an insurance company with a rating by a reputable rating agency indicating excellent or superior financial strength (i.e., an A.M. Best rating of “A-” or better). The Developer agrees to provide immediate written notice to the City and SLDC when the cancellation, termination, expiration or modification of the applicable contractual liability policy occurs.

**8.4 Community Association.** The Developer and the City shall cooperate in good faith to research, develop and implement a community association or associations or similar organization within the Redevelopment Area to provide a formal mechanism for property owner and resident input.

**8.5 Reduced Tax Collections.** On or before each March 1, beginning March 1, 2015, the Comptroller will certify to the Developer and SLDC the amount of property tax and sales tax revenues generated within the Redevelopment Area and received by the Transitional School District of the City of St. Louis (including any successor entity thereto, the “School District”) during the prior calendar year (the “School District Current Tax Amount”). If the School District Current Tax Amount is less than the amount of property tax and sales tax revenues generated from the Redevelopment Area and received by the School District during calendar year 2013 (the “School District Base Tax Amount”), then the City shall declare as Surplus the amount of PILOTs necessary to pay the School District TIF Revenues equal to the difference between the School District Current Tax Amount and the School District Base Tax Amount (for example, if the School District Current Tax Amount were \$10,000 less than the School District Base Tax Amount, the City would need to declare a TIF surplus of PILOTs greater than \$10,000 for the School District to receive \$10,000 because, by operation of the TIF Act, other taxing districts will receive a portion of any PILOTs declared as TIF surplus in proportion to such taxing districts’ current ad valorem real property tax levies).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as to the date first above written.

“CITY”

**CITY OF ST. LOUIS, MISSOURI**

By: \_\_\_\_\_  
Francis G. Slay, Mayor

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

Approved as to Form:

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

(SEAL)

Attest:

\_\_\_\_\_  
Parrie May, City Register

“DEVELOPER”

**NORTHSIDE REGENERATION, LLC,**  
a Missouri limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager of McEagle Regeneration, LLC

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

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me appeared Francis G. Slay, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

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

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me appeared Darlene Green, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

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

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the Manager of McEagle Regeneration, LLC, a Missouri limited liability company

which is the Manager of Northside Regeneration, LLC, a Missouri limited liability company, and that he is authorized to sign the instrument on behalf of said limited liability company by authority of its Operating Agreement, and acknowledged to me that he executed the within instrument as said company's free act and deed.

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

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Notary Public

My Commission Expires:

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**EXHIBIT A**  
**Legal Description of the Redevelopment Area**

- 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 AFOREMENTIONED 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 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 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 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 LOCATED ON THE NORTHWEST CORNER OF LOCUST STREET AND 22ND STREET, HAVING AN ADDRESS OF 2201 LOCUST AND REFERRED TO AS THE PACKARD LOFTS AND CONTAINING PARCELS 09180000410 THROUGH PARCELS 09180000740.
- 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.

**EXHIBIT B****Legal Description of the Redevelopment Project Areas**

**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 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 LOCATED ON THE NORTHWEST CORNER OF LOCUST STREET AND 22ND STREET, HAVING AN ADDRESS OF 2201 LOCUST AND REFERRED TO AS THE PACKARD LOFTS AND CONTAINING PARCELS 09180000410 THROUGH PARCELS 09180000740.
- 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, H/W 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 AFOREMENTIONED GRAND AVENUE WITH THE NORTH RIGHT OF WAY LINE OF THE AFOREMENTIONED 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 AFOREMENTIONED 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 AFOREMENTIONED 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.

#### EXHIBIT C

#### Form of Certificate of Commencement of Construction

DELIVERED BY

Northside Regeneration, LLC

The undersigned, Northside Regeneration, LLC (the "Developer"), pursuant to that certain Amended and Restated Redevelopment Agreement dated as of \_\_\_\_\_, 2013, between the City of St. Louis, Missouri (the "City") and Developer (the "Agreement") hereby certifies to the City as follows:

1. The Developer has entered into an agreement or agreements with a contractor or contractors to construct Site Work within Redevelopment Project Area [A/B/C/D].
2. The cost of such Site Work equals or exceeds one million dollars (\$1,000,000).
3. This Certificate of Commencement of Construction is being issued by the Developer to the City to evidence Developer's commencement of the Site Work for the above-referenced Redevelopment Project Area in accordance with the schedule described in **Section 3.4** of the Agreement.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this day of \_\_\_\_\_, 20\_\_\_\_\_.

**Northside Regeneration, LLC**

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

**EXHIBIT D**

**Form of Certificate of Reimbursable Redevelopment Project Costs**

TO:  
City of St. Louis  
Office of Comptroller  
1200 Market Street, Room 212  
St. Louis, Missouri 63103  
Attention: Ivy Neyland-Pinkston, Deputy Comptroller

**Re: City of St. Louis, Missouri, Northside Regeneration Redevelopment Project**

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Amended and Restated Redevelopment Agreement dated as of \_\_\_\_\_, 2013 (the "Agreement"), between the City and Northside Regeneration, LLC, a Missouri limited liability company (the "Developer"). In connection with said Agreement, the undersigned hereby states and certifies that:

- 1. Each item listed on Schedule 1 hereto is a Reimbursable Redevelopment Project Cost incurred in connection with the construction of a Redevelopment Project within RPA \_\_\_\_\_. The costs listed on Schedule 1 were incurred following the Developer's receipt of written consent of the Executive Director of the St. Louis Development Corporation to the Redevelopment Project (a copy of which is attached hereto).
- 2. These Reimbursable Redevelopment Project Costs have been paid by the Developer and are reimbursable under the Note Ordinance and the Agreement.
- 3. Each item listed on Schedule 1 has not previously been paid or reimbursed from money derived from the Special Allocation Fund or any money derived from any project fund established pursuant to the Note Ordinance, and no part thereof has been included in any other certificate previously filed with the City.
- 4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
- 5. All necessary permits and approvals required for the portion of the Work for which this certificate relates have been issued and are in full force and effect.
- 6. All Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Redevelopment Plan and the Agreement.
- 7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a "redevelopment project cost" within the meaning of the TIF Act and the Agreement, the Developer shall have the right to substitute other eligible Reimbursable Redevelopment Project Costs for payment hereunder.
- 8. The costs to be reimbursed under this Certificate constitute advances qualified for Tax-Exempt TIF Notes:

Yes: \_\_\_\_\_ No: \_\_\_\_\_

9. The Developer is not in default or breach of any material term or condition of the Agreement beyond the applicable cure period, if any.

10. The Developer will pay the reasonable attorneys' fees incurred by the Comptroller and SLDC for the review of this Certificate prior to its execution.

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

**Northside Regeneration, LLC**

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

Approved for payment this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**THE CITY OF ST. LOUIS, MISSOURI**

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

**ST. LOUIS DEVELOPMENT CORPORATION**

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

**Schedule 1**

The Developer has incurred the following Reimbursable Redevelopment Project Costs:

Payee:	Amount:	Description of Reimbursable Redevelopment Project Costs:
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**EXHIBIT E**

**Form of Certificate of Substantial Completion**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

The undersigned, Northside Regeneration, LLC, a Missouri limited liability company (the "Developer"), pursuant to that certain Amended and Restated Redevelopment Agreement dated as of \_\_\_\_\_, 2013, between the City of St. Louis, Missouri (the "City"), and the Developer (the "Agreement"), hereby certifies to the City as follows:

1. That as of \_\_\_\_\_, \_\_\_\_ , the construction of the portion of the Redevelopment Projects (as that term is defined in the Agreement) described below has been substantially completed in accordance with the Agreement.

[\*insert description of portion of Redevelopment Projects completed\*]

2. The Work associated therewith has been performed in a workmanlike manner and substantially in accordance with the Construction Plans (as those terms are defined in the Agreement).

3. This Certificate of Substantial Completion is accompanied by the project architect's or owner representative's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and incorporated herein by reference, certifying that the applicable portions of the Redevelopment Projects have been substantially completed in accordance with the Agreement.

4. Lien waivers for applicable portions of the Work in excess of Five Thousand Dollars (\$5,000) have been obtained.

5. This Certificate of Substantial Completion is being issued by the Developer to SLDC and the City in accordance

with the Agreement to evidence the Developer’s satisfaction of all material obligations and covenants with respect to the applicable portion of the Redevelopment Project.

6. The acceptance (below) or the failure of the City or SLDC to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate to the City and SLDC (which written objection, if any, must be delivered to the Developer prior to the end of such thirty (30) days) shall evidence the satisfaction of the Developer’s agreements and covenants to perform the Work.

Upon such acceptance by the SLDC and the Mayor or his designee, the Developer may record this Certificate in the office of the City’s Recorder of Deeds. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being. Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**NORTHSIDE REGENERATION, LLC**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED:**

**ST. LOUIS DEVELOPMENT CORPORATION**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF ST. LOUIS, MISSOURI**

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

**EXHIBIT F  
Equal Opportunity and Nondiscrimination Guidelines**

In any contract for Work in connection with the Redevelopment Project related to any of the Property in the Redevelopment Area, 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 “Laws”). Moreover, the Developer shall contractually require its contractors and subcontractors to comply with the Laws.

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

The Developer agrees for itself and its contractors and subcontractors that there shall be covenants 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 the Property or any improvements constructed or to be constructed on the Property or any part thereof. Such covenants shall run with the land and shall be enforceable by the SLDC, the City and the United States of America, as their interest may appear in the Redevelopment Project.

To the extent applicable, the Developer shall comply with the Mayor's Executive Orders #28 and #47 and Ordinance No.

69427, which codified Executive Order #46. The Developer shall also comply with the NSRWC Policy.

The parties agree that 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"), shall apply to the Developer as a potential recipient of TIF Notes, TIF Bonds and/or TIF Revenues. In addition, the Developer voluntarily agrees to 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.

**EXHIBIT G  
MBE/WBE Subcontractor's List**

On the spaces provided below please list all subcontractors and suppliers, including M/WBEs, proposed for utilization on this project. Work to be self-performed by the bidder is to be included.

FIRM NAME	MBE OR WBE	BID ITEM(S) OF WORK TO BE PERFORMED	SUBCONTRACTOR OR SUPPLY CONTRACT AMOUNT

**EXHIBIT H  
MBE/WBE Utilization Statement**

Policy: It is the policy of the City of St. Louis that minority and women-owned businesses, as defined in the Mayor's Executive Order of July 24, 1997, as amended, shall have an opportunity to participate in the performance of contracts utilizing City funds, in whole or in part. Consequently, the requirements of the aforementioned Executive Order apply to this contract.

**Project and Bid Identification:**

Contracting Agency:	
Project Name:	
Letting Number:	Date:
Contract MBE/WBE Goal: 25% MBE and 5% WBE Participation	
Total Dollar Amount of Prime Contract:	\$ _____
Total Dollar Amount of Proposed MBE:	\$ _____ Percent MBE _____
Total Dollar Amount of Proposed WBE:	\$ _____ Percent WBE _____

**Obligation:** The undersigned certifies that (s)he has read, understands and agrees to be bound by the bid specifications, including the accompanying exhibits and other items and conditions of the request for proposals regarding minority and women business enterprise utilization. The undersigned further certifies that (s)he is legally authorized by the respondent to make the statements and representations in the M/WBE Forms and Exhibits and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreements with the minority/women business enterprises listed in the Subcontractor List, which are deemed by the City to be legitimate and responsible. The undersigned understands that if any

of the statements and representations are made by the respondent knowing them to be false, or if there is a failure of the successful respondent to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the City, then in any such events, the contractor's act or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the City to terminate the contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the City may have for other defaults under the contract. Additionally, the contractor may be subject to the penalties cited in Section Twelve of the Mayor's Executive Order #28, as amended.

**Assurance:** I, acting as an officer of the undersigned bidder or joint venture bidders, hereby assure the City that on this project my company will (check one):

\_\_\_\_\_ Meet or exceed contract award goals and provide participation as shown above.

\_\_\_\_\_ Fail to meet contract award goals but will demonstrate that good faith efforts were made to meet the goals and my company will provide participation as shown above.

Name of Prime Contractor(s): \_\_\_\_\_

Prime Contractor Authorized Signature

Title: \_\_\_\_\_

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

**EXHIBIT I**  
**Form of Report prepared by Developer to Assist City in Determining TIF Revenues**

Tax Increment Financing (TIF) District:  
Quarterly Information\*

For Period: \_\_\_\_\_

Business Name: \_\_\_\_\_

Address:\*\* \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Federal I.D. Number: \_\_\_\_\_ State I.D. Number: \_\_\_\_\_

Sales Tax Site Number: \_\_\_\_\_

Earnings Tax withholding:  
(Form W-10)

Earnings tax:  
(Business Return Form 234 - Annual)

Payroll tax:  
(Form P-10)

Please forward the above information to:

City of St. Louis, Comptroller's Office  
Tax Increment Financing  
1200 Market Street, Room 311  
St. Louis, Missouri 63103

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_,  
hereby certify that I am authorized by \_\_\_\_\_ to release  
such confidential tax records referenced herein and that such records are true  
and correct to my knowledge.

\_\_\_\_\_  
Signature

\* This information will not be part of any public record.

\*\* Information is required for this specific location only. Do not combine with any other location.

**EXHIBIT J**

**List of Initial Proposed Projects for  
Redevelopment Project Area A, Redevelopment Project Area B,  
Redevelopment Project Area C and Redevelopment Project Area D**

<b>Project</b>	<b>Commencement Year</b>	<b>Square Feet</b>	<b>Value</b>	<b>Jobs</b>
<b>RPA A Initial Proposed Projects</b>				
Environmental Cleanup, including demolition of properties	2013		\$ 420,000	
<b>RPA B Initial Proposed Projects</b>				
Environmental Cleanup, including demolition of properties	2013		\$ 700,000	
CarrTex	2013-2014	28,000	\$ 5,600,000	72
CStore - Tucker	2013-2014	4,000	\$ 4,000,000	25
Cass Gallery / Event Center	2014-2015	27,000	\$ 8,000,000	54
Office	2014-2015	120,000	\$ 24,000,000	800
Hotel	2014-2015	60 rooms	\$ 10,500,000	24
Supermarket (exclusive of tenant fixtures and improvements)	2014-2015	65,000	\$ 7,800,000	80
Infrastructure	2014-2015		\$ 1,150,000	
<b>RPA C Initial Proposed Projects</b>				
Environmental Cleanup, including demolition of properties	2013		\$ 2,240,000	
Residential - Phase 1	2013-2014	15 homes	\$ 2,250,000	
SMART Center (recycling of oil, glycol, rubber, etc.)	2013-2014	120,000	\$ 12,000,000	15
Office (initial phase)	2014-2015	38 acres	\$ 190,000	5,200
Clemens House Rehab	2014-2015	84 units	\$ 12,000,000	
Infrastructure	2014-2015		\$ 10,825,000	
<b>RPA D Initial Proposed Projects</b>				
Environmental Cleanup, including demolition of properties	2013		\$ 1,640,000	
Retail (Grand & Cass)	2013	9,000	\$ 1,300,000	15
Recycling (building materials)	2013-2014	60,000	\$ 4,500,000	50
C-Store - Natural Bridge	2014-2015	4,000	\$ 4,000,000	25
Health Center	2014-2015	25,000	\$ 4,000,000	100
Infrastructure	2014-2015		\$ 11,470,000	

**EXHIBIT K****PROPERTY MAINTENANCE PLAN**

1. Responsibilities of Developer. Developer shall have the following responsibilities:
  - a. Developer shall fulfill the provisions of this Property Maintenance Plan, including Attachment A attached hereto and incorporated herein by this reference.
  - b. Developer shall pay the cost of no trespassing signs to be placed on any buildings or structures located on Property owned by Developer (collectively, the "Parcels") and on the parcels owned or acquired by the City Development Agencies

in the Project Area (“City Agency Parcels”). Developer shall work with the Division of Inspection and Building of the City (the “Division”) so that the Division and the City Development Agencies can distinguish the Parcels from the City Agency Parcels, which may require the inclusion of distinguishing colors and/or shapes on such signs or on the Parcels and the City Agency Parcels or on the curbs in front of such parcels. Developer shall pay for the cost of implementing the system for distinguishing the Parcels and the City Agency Parcels that is agreed upon in accordance with this section.

c. Developer shall work and cooperate with Community Renewal and Development and the St. Louis Community Empowerment Foundation (collectively, the “Organizations”) regarding notifying the community of the new system for maintenance of the Parcels set forth herein and taking other actions in support of such system. Developer shall also work and cooperate with the Organizations regarding any consultants and contractors hired to implement this Property Maintenance Plan. Developer shall discuss with the Organizations the use of local artists and/or community schools to provide artwork on the Parcels that contain boarded-up buildings. The Alderperson in whose ward the Organizations work must approve the scope of work of the contracts with the Organizations.

d. Developer shall employ or shall cause the employment of an individual to be an ombudsman (the “Ombudsman”), which Ombudsman shall be independent from his or her employer and shall possess appropriate neighborhood knowledge and other skills to be effective in his or her role. The Ombudsman shall undertake the following responsibilities in addressing the maintenance of the Parcels, the cost of paying such Ombudsman ultimately being the responsibility of Developer:

- Inspect the Parcels at least once every four (4) weeks unless the weather will not allow for such inspection;
- Receive and address complaints from the residents in the Project Area and maintain a log for the date and time of the receipt of, and response to, the complaint and the notification of the complaint to the Inspector and the Alderperson in whose ward the complaint was made;
- Respond to, or cause a response to, any complaint received and resolve any citation received from the Inspector; and
- Upon receipt of a complaint, notify the Inspector and the Alderperson in whose ward the complaint was made within two (2) business days of receipt of the complaint.

e. Developer shall be responsible for notifying neighborhood associations and residents in the Area of the new system for maintenance of the Parcels set forth herein, the contact information for the Ombudsman and Inspector, and developing and implementing a simple system for residents to contact the Ombudsman.

f. Developer and the Ombudsman shall seek to respond to complaints within two (2) business days of the receipt of the complaint and shall use appropriate methods to respond, which methods could include, by way of example, the use of door hangers as response cards.

g. Developer shall cause the Ombudsman to occupy a trailer located on a parcel within the Project Area, owned by Developer or an affiliate of Developer, to address concerns of residents in the Project Area and review any Parcels promptly after a complaint is made or a citation issued for such Parcel.

h. Developer shall cause an online electronic database to be created, which database shall be available to the Inspector, the Authority, the Alderpersons in whose wards the Parcels are located, and other necessary City officials, including, but not limited to, the Citizens Service Bureau, appropriate police districts, the police department’s problem property task force, the City’s trash task force, and the Neighborhood Stabilization Officers whose areas include the Parcels. Such database shall contain records relating to all activities required herein, including but not limited to, information regarding complaints made to the Inspector and the Ombudsman, information relating to inspections made by the Inspector and the Ombudsman, and information relating to the timing of responses to complaints, citations, negative inspection reports by the Inspector, and actions taken in relation thereto.

2. Responsibilities of Authority. The Authority shall have the following responsibilities:

a. The Authority shall cooperate or cause the City to cooperate with Developer in notifying neighborhood associations and residents in the Area of the new system for maintenance of the Parcels set forth herein and the contact information for the Ombudsman and Inspector.

b. The Authority shall appoint or cause the City to appoint a building inspector (the “Inspector”) who shall undertake

the following responsibilities in addressing the maintenance of the Parcels and shall be paid by the Authority or City:

- Inspect all of the Parcels once every four (4) weeks unless the weather will not allow for such inspection;
- Notify the Ombudsman and the Alderperson in whose ward the following such Parcel is located, of any aspects of the Parcels that need addressing to comply with this Property Maintenance Plan within two (2) business days of observing such aspect;
- Issue citations for any aspects of the Parcels which needed such addressing and which did not receive such addressing by the date of the next inspection; and
- At Developer's expense, place the no trespassing signs on the Parcels and the City Agency Parcels.

c. The Authority shall provide or shall cause to be provided to the police districts, the police department's problem property task force, and the City's trash task force a list of the properties that are the subject of Section 1(b).

ATTACHMENT A  
to  
Property Maintenance Plan

With respect to the property in the Project Area that is owned by Developer, the following maintenance programs shall be observed:

- Developer shall take appropriate action to maintain such properties in a manner necessary to prevent danger to the lives or safety of persons, whether occupants or otherwise.
- Developer shall take appropriate action to keep properties in compliance with applicable safety codes and ordinances.
- The lawn and grass of such properties shall be mowed and trimmed no less frequently than once every thirty (30) days during the months of March through October (subject to interruptions to such schedule necessitated by construction or demolition activity on a subject parcel), or at such greater frequency as is required to keep the lawn and grass at or below seven (7) inches in height, and any unsafe or decayed trees shall be removed. Developer shall prepare a list and develop additional maintenance criteria for certain properties included within the Parcels, which list shall be approved by the Aldermen in whose wards such listed properties are located.
- The exterior windows and doors of any unoccupied properties (including second floor exterior windows and doors) shall be secured and boarded up in accordance with the Building Code of the City of St. Louis.
- Where appropriate, Developer shall post no trespassing and other warning signage.
- Developer shall promptly take any appropriate action reasonably required by the Division.
- Developer shall remain in compliance with the ordinances of the City relating to the Parcels, including, but not limited to, any ordinances or code provisions relating to property maintenance, building and zoning codes, and any other applicable local laws and regulations.

**EXHIBIT L**  
**NSRWC POLICY**

**Workforce Development**

McEagle has agreed in its development agreements with the City to participation goals of 25/5/5% of MBE, WBE and DBE owned companies. NSRWC has established the new, additional goal that 25% of the overall construction workforce will be made of residents residing in the project area. Based upon all the goals set forth, workforce development and training are an integral part of the success of this long-term project to ensure community participation. Although the long-term effects of this agreement give residents employment opportunities in a wide range of areas, such as manufacturing, services industry and hospitality. The immediate need will be for construction related skills. Several hundred new jobs are projected for the immediate area over the next several years:

<b>Construction Manpower Projections</b>			
Sector	Year 1	Year 2	Year 3
Comm/Rehab	38	42	46
Residential	48	117	186
<b>Total</b>	<b>86*</b>	<b>159*</b>	<b>232*</b>

\*25% of total workforce

In anticipation of this need, several of the area's community based training organizations have been busily providing fundamental skills preparation in anticipated job needs. In anticipation of construction beginning in early 2013, these training organizations and selected construction companies have been working with the St. Louis Agency on Training and Employment (SLATE) to ensure an orderly hiring process to match resources to needs.

**Steps to Employment**

1. All individuals will be given information outlining the complete SLATE & Construction Intake Coordinator process.
2. Each available position will be posted on **jobs.mo.gov** and information given on how to apply.

SLATE will develop a data base tracking system that lists:

- Number of applicants referred
- Number of interviews
- Number of applicants hired
- Number of months retained employment

The first round of hiring will be for qualified applicants. Subsequent rounds will consider applicants still needing training. All announcements and information pertinent to employment may be found on the SLATE website: [stlworks.com](http://stlworks.com) or NorthSide website: [northsideregeneration.com](http://northsideregeneration.com).

**For additional information contact:**

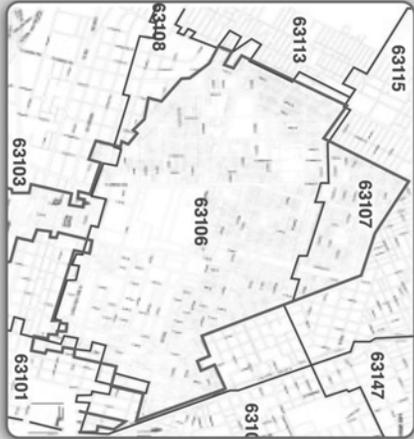
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**JOB Opportunities FOR THE NORTHSIDE**

NorthSide Regeneration Workforce Coalition



**The Coalition Vision**

**“For the city to ever be made whole again, it will be the Northside that will lead the way.”**

— Paul McKee

Regarding the Northside Regeneration project, Paul McKee also states “to create the space where business and community take place, McEagle recognized this opportunity to extend its LifeWorks® philosophy of Live, Learn, Work, Play and Pray.”

This new LifeWorks project in the Northside is defined by “regeneration.” It is regeneration of the Northside infrastructure, green space, transportation system, neighborhoods and economy. Four major business centers, new interstate connections, new green streets and parks, and neighborhood centers form the core of this integrated vision. The implementation of this vision will create thousands of new jobs of many different types, over a twenty-year period. That is where the Northside Regeneration Workforce Coalition (NSRW/C) enters the picture.

**The NSRW/C Partners**

**SLATE** – The St. Louis Agency on Training and Employment (SLATE) is the City of St. Louis government agency that offers job seekers and businesses a variety of no-cost services related to employment, job training, and career advancement.

**St. Patrick Center** – Provides opportunities for self-sufficiency and dignity to people who are homeless or at risk of becoming homeless. Individuals and families build permanent, positive change in their lives through safe and affordable housing, sound mental and physical health, and employment and financial stability.

**Better Family Life** – A 501 (c)(3) community development corporation dedicated to the prosperity and growth of the American family. BFL finds and creates holistic solutions that promote stability and self-sufficiency for low-to-moderate wealth individuals and families in St. Louis.

**St. Louis Job Corps Center** – A no-cost education and career technical training program administered by the U.S. Department of Labor that helps young people ages 16 through 24 improve the quality of their lives through career technical and academic training.

**Construction Prep Center** – A 501 (c)(3) construction pre-apprenticeship training center dedicated to resolving issues of diversity in the construction workplace. Our mission is to prepare individuals, particularly minorities, women, and under-employed and unemployed for training, placement, monitoring and retention in registered apprenticeship programs.

**Construction Careers Center** – Our mission is to prepare students in grades nine through twelve for the future by providing an excellent foundation in academics, broad exposure to the construction industry, and relevant vocational education preparation.

**Ranken Technical College** – A private, non-profit, degree-granting institution of higher learning whose primary mission is to provide the comprehensive education and training necessary to prepare students for employment and advancement in a variety of technical fields.

**“In a short period of time, it has become an outstanding resource for both jobseekers and employers. Locally, there is no organization better suited to help anyone attain their career goals.”**

— Mayor Francis G. Slay’s comment on SLATE

