

ORDINANCE #69718
Board Bill No. 308

An ordinance approving a blighting study and redevelopment plan dated December 17, 2013 for the Gravois Ave & Meramec St. Redevelopment Area (as further defined herein, the "Plan") after finding that said Redevelopment Area ("Area") is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 RSMo inclusive, as amended); containing a description of the boundaries of the Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Attachment "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan attached hereto and incorporated herein as Attachment "B", pursuant to Section 99.430 RSMo, as amended; finding that there is a feasible financial plan for the redevelopment of the Area which affords maximum opportunity for redevelopment of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA"), a public body corporate and politic created under Missouri law, through the exercise of eminent domain; finding that some of the property within the Area is occupied, and 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 Gravois Ave & Meramec St. Redevelopment Area" dated December 17, 2013, consisting of a Title Page; a Table of Contents Page, twenty-six (26) numbered pages including Exhibits "A" – "G" 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 general plan may require certain amendments so that it is convenient with the 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 Gravois Ave & Meramec St. Area ("Area"). The existence of deteriorated property and other conditions constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.320(3) RSMo, as amended, and are evidenced by the Blighting Report attached as Exhibit "F" ("Blighting Report") to the Blighting Study and Redevelopment Plan for the Area dated December 17, 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. Some of the property within the Area is currently 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"

**GRAVOIS AVE. & MERAMEC ST. REDEVELOPMENT AREA
LEGAL DESCRIPTION**

C. B. 5485 GRAVOIS
136.895 FT / IRREG X 186.85 FT / IRREG
TAFT PL ADDN BLOCK 1
LOT 1 TO 6 & PT PRIVATE RD
PARCEL # **548600090**

O.L. 38 GRAVOIS AVE
4.019 ACRES
PORTER ROBBINS SUBD ADDN
BND E BY MO PAC RR & W BY GRAVOIS
PARCEL # **903800010**

O. L. 39 GRAVOIS
2.305 ACRES
BINGHAM EST SUBDN
BD N-198 FT S BINGHAN AVE
PARCEL # **903900040**

O. L. 39 GRAVOIS AVE
0.329 ACRES
BINGHAM ADDDN
LOT NW-36
PARCEL # **903900050**

C. B. 5625 MERAMEC
1.882 ACRES
CARONDALET COMM ADDN
BD NE-MO PACIFIC
W-253 FT 5 IN E OF BLOCK LINE
PARCEL # **562500050**

C. B. 5625 MERAMEC ST
0.98 ACRES
4168 MERAMEC CONSOLID PLAT
LOT 4168
PARCEL # **562500035**

C. B. 5625 MERAMEC ST
0.19 ACRES
4168 MERAMEC CONSOLID PLAT
LOT 4166
PARCEL # **562500025**

C. B. 4171 MERAMEC ST
1.368 ACRES
BINGHAMS SUBDN LOT PT 45-49
BND N-CHIPPEWA E-MO PAC R R
CO S-MERAMEC ST W-SELF
PARCEL # **417100010**

C. B. 5625 MERAMEC ST
0.19 ACRES
4168 MERAMEC CONSOLID PLAT
LOT 4166
PARCEL # **562500015**

C. B. 5625 & 5626 MERAMEC ST
0.631 ACRES
4168 MERAMEC CONSOLID PLAT
LOT 4167
PARCEL # **562600100**

2 B. 5626 MERAMEC ST
125 FT X 98 FT 6 3/4 IN
PT LOT E
EMILY STINE & EDWARD BATES ADDN
BND E-17 FT W OF BLOCK LINE
PARCEL # **562600090**

C. B. 5626 MERAMEC
1.5496 ACRES
CARONDELET COMMON FIELDS ADDN
BDN E-142 FT W OF BLOCK LINE
PARCEL # **562600080**

C. B. 5526 CHIPPEWA ST
33 FT X 5 7/8 IN / 30 FT X
103 FT 7 1/2 IN / 119 FT 9 IN
CARONDELET COMMON FIELDS ADDN
BOUNDED E-ALLEY
PARCEL # **562600070**

C. B. 5626 ALLEY
140 FT X 85 FT
CARONDELET COM FIELDS ADDN
BND S-CENTER LINE OF BLOCK
PARCEL # **562600400**

C. B. 5626 MERAMEC ST
0.21 ACS
4168 MERAMEC CONSOLID PLAT
LOT 4170
PARCEL # **562500015**

C. B. 5626 CHIPPEWA
44 FT 7 1/2 IN / 40 FT X
64 FT 8 7/8 IN / 83 FT 6 5/8 IN
CC FIELDS ADDN
BOUNDED S-ALLEY W-ALLEY
PARCEL # **562600050**

C. B. 5626 CHIPPEWA
147 FT 4 1/8 IN / 131 FT 9 IN X 91 FT
3 IN / 156 FT 5 1/8 IN
CC FIELDS ADDN
BD W-MORGANFORD 203 FT EAST
PARCEL # **562600045**

C. B. 5626 ?! CHIPPEWA
BINGHAMS & STINE & BATES ADDN
BND W MORGANFORD RD
0.514 ACRES
PARCEL # **562600010**

C. B. 5626 MORGANFORD RD
42 FT 10 IN / 18 FT 10 IN X
138 FT 3 7/8 IN / 153 FT 9 IN
0.095 ACRES BINGHAM ADDN
BND N-BIASCH LN
PARCEL # **562600280**

C. B. 5626 MORGANFORD RD
59 FT 6 IN / 56 FT 3 IN X
138 FT 8 3/4 IN / 119 FT 3/8 IN
BINGHAM ADDN
BND S-59 FT 6 IN N OF BINGHAM AVE
PARCEL # **562600270**

C. B. 5626 MORGANFORD RD
36 FT 6 IN / 34 FT 5 3/4 IN X
107 FT 5 IN
BINGHAM ADDN LOT PT-42
BND S-23 FT N NL BINGHAM AVE
PARCEL # **562600260**

C. B. 5626 MORGANFORD
23 FT / 21 FT 9 1/4 IN X
100 FT. 107 FT 5 IN
BINGHAMS ADDN LOT SW-42
PARCEL # **562600250**

C. B. 5625-5626 BINGHAM
4.80 ACRES
BINGHAM EST ADDN
PT OF LOTS 38-39
BND E BY MO PAC R R
PARCEL # **562500140**

C. B. 5626 BAISCH LN
50 FT X 130 FT
BINGHAM ADDN
LOTS PT 39
BND W-50 FT E W L OF LOT 39
PARCEL # **562600380**

C. B. 5626 BAISCH LN
50 FT X 130 FT
BINGHAM ADDN
LOTS PT 39
BND W-WL OF LOT 39
PARCEL # **562600370**

C. B. 5626 BAISCH LN
58 FT X 130 FT
BINGHAM ADDN
LOTS NE-42
BND E-BY WL OF LOT 39
PARCEL # **562600360**

C. B. 5626 BAISCH LN
42 FT 4 1/2 X 129 FT 7 1/8 IN
JOHN BINGHAMS EST ADDN
LOTS PT-42
BND E-58 W EL LOT 42
PARCEL # **562600350**

C. B. 5626 BAISCH LN
42 FT 4 1/2 X 128 FT 11 1/4 IN
JOHN BINGHAMS ADDN
LOTS PT-42
BND E-100 FT 4 1/2 IN W EL LOT 42
PARCEL # **562600340**

C. B. 5626 BAISCH LN
50 FT 2 3/8 IN / 50 FT X
125 FT 9 0/8 IN / 128 FT 11 1/4 IN
JOHN BINGHAMS EST ADDN LOT PT 42

BND E-143 FT W EL OF LOT 42
PARCEL # **562600330**

C. B. 5626 BAISCH LN
38 FT 10 IN / 37 FT 10 IN X 125 FT 9 5/8 IN
JOHN BINGHAMS ADDN LOT PT 42
BND W-331 FT 7 5/8 IN E OF
MORGANFORD
PARCEL # **562600320**

C. B. 5626 BAISCH LN
38 FT 10 5/8 IN / 37 FT 9 3/4 IN X
114 FT 1 1/8 IN / 125 FT 9 5/8 IN
JOHN BINGHAMS ADDN LOT PT 42
BND W-292 FT 9 IN OF MORGANFORD
PARCEL # **562600310**

C. B. 5626 BAISCH LN
89 FT 7 7/8 IN / 88 FT 9 IN X
113 FT 7 IN / 100 FT 8 IN
BINGHAMS EST ADDN LOT PT 42
BND W-226 FT SE OF EL MORGANFORD
PARCEL # **562600300**

C. B. 5626 BAISCH LN
45.67 FT / 44.17 FT X 101.15 FT / 94.32 FT
BINGHAMS EST ADDN BLOCK 42
BND W-160 33 FT E EL MORGANFORD
PARCEL # **562600290**

C. B. 5486 TAFT
30 FT X 118 FT 11 7/8 IN
TAFT ADDN
BLOCK 1 LOT 7
PARCEL # **548600080**

C. B. 5486 TAFT
30 FT X 118 FT 11 IN
TAFT ADDN
BLOCK 1 LOT 8
PARCEL # **548600070**

C. B. 5486 TAFT
30 FT X 118 FT 11 IN
TAFT PLADDN
BLOCK 1 LOT 9
PARCEL # **548600060**

C. B. 5486 TAFT
30 FT X 118 FT 10 1/8 IN
TAFT PLADDN
BLOCK 1 LOT 10
PARCEL # **548600050**

C. B. 5486 TAFT
30 FT X 118 FT 10 1/8 IN
TAFT PLADDN
BLOCK 1 LOT 11
PARCEL # **548600040**

C. B. 5486 TAFT
30 FT X 118 FT 10 3/5 IN
TAFT PLADDN
BLOCK 1 LOT 12
PARCEL # **548600030**

C. B. 5486 TAFT
30 FT X 118 FT 11 IN
TAFT ADDN
BLOCK 1 LOT 13
PARCEL # **548600020**

C. B. 5486 TAFT
35 FT X 118 FT 8 1/2 IN
TAFT PLADDN
BLOCK 1 LOT 14
PARCEL # **548600010**

C. B. 5487 TAFT
35 FT X 118 FT 7 IN
TAFT PLADDN
BLOCK 2 LOT 1
PARCEL # **548700140**

C. B. 5487 TAFT
30 FT X 118 FT 7 IN
TAFT PLADDN
BLOCK 2 LOT 2
PARCEL # **548700130**

C. B. 5487 TAFT
30 FT X 118 FT 7 IN
TAFT PLADDN
BLOCK 2 LOT 3
PARCEL # **548700120**

C. B. 5487 TAFT
60 FT X 118 FT 5 1/4 IN / 118 FT 7 IN
TAFT PLADDN
BLOCK 2 LOT 4-5
PARCEL # **548700110**

C. B. 5487 TAFT
60 FT X 118 FT 5 3/4 IN
TAFT PLADDN
BLOCK 2 LOT 6
PARCEL # **548700090**

C. B. 5487 TAFT AVE
30 FT X 118 FT 5 IN
TAFT PLADDN
BLOCK 2 LOT 7
PARCEL # **548700080**

C. B. 5487 TAFT
30 FT X 118 FT 5 IN
TAFT PLADDN
BLOCK 2 LOT 8
PARCEL # **548700070**

C. B. 5487 TAFT
30 FT X 118 FT 6 IN
TAFT PLADDN
BLOCK 2 LOT 9
PARCEL # 548700060

C. B. 5487 TAFT AVE
30 FT X 118 FT 3 IN
TAFT PLADDN
BLOCK 2 LOT 10
PARCEL # 548700050

C. B. 5487 TAFT AVE
30 FT X 118 FT 3 IN
TAFT PLADDN
BLOCK 2 LOT 11
PARCEL # 548700040

C. B. 5487 TAFT AVE
30 FT X 118 FT 3 IN
TAFT PLADDN
BLOCK 2 LOT 12
PARCEL # 548700030

C. B. 5487 TAFT AVE
28 FT 6 IN / 41 FT 6 IN X
118 FT 2 3/16 IN / 88 FT
BLOCK 2 LOT SW 13
PARCEL # 548700020

ATTACHMENT "B"
Form: 12/19/13

BLIGHTING STUDY AND PLAN
FOR THE
GRAVOIS AVE. & MERAMEC ST. REDEVELOPMENT AREA
PROJECT # 1815
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
DECEMBER 17, 2013

MAYOR
FRANCIS G. SLAY

**BLIGHTING STUDY AND PLAN FOR
GRAVOIS AVE & MERAMEC ST. REDEVELOPMENT AREA**

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A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The Gravois Ave. & Meramec St. Redevelopment Area ("Area") encompasses approximately 25.56 acres in the Bevo Mill neighborhood of the City of St. Louis ("City"). A portion of the parcels are located on Bingham Ave.,

Baisch Ln., Meramec St. and Chippewa St. between Morgan Ford Rd. and Gravois Ave. The remaining parcels are located on Taft Ave. between Gravois Ave. and the Union Pacific Railroad.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises of City Block(s) 4171, 5486, 5487, 5525, 5526, 5625, 5626, 5636 and 9039 which includes the following addresses: 4450-4458, 4430, 4410 and 4316 Gravois Ave.; 4140 and 4168 - 4200 Meramec St.; 4272 - 4280 and 4298 Chippewa St.; 3822 - 3830 Morgan Ford Rd.; 4153 and 4211- 4263 Baisch Ln.; 4065 - 4017 and 4015 Taft Ave. The Area is in fair-poor condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" ("Project Area Plan-Existing Uses and Conditions") and enumerated in Exhibit "F" "Blighting Report".

Unemployment figures, computed by the Missouri Economic Research and Information Center, Missouri Department of Economic Development, indicate a 8.2% unemployment rate for the City for the month of October, 2013. It is estimated that this rate is applicable to residents of the neighborhoods surrounding the Area.

The current number of jobs within the Area is estimated between 25 and 125.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include various occupied and unoccupied commercial, industrial, multi-family as well as single-family homes.

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" and "C".

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

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

Residential density for the surrounding neighborhoods is approximately 14.45 persons per acre.

5. CURRENT ZONING

The Area is currently zoned "A" Single-Family Residential, "F" Neighborhood Commercial, "G" Local Commercial and Office, "J" Industrial, and "K" Unrestricted, 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

The properties within the Area are both occupied and unoccupied and the Area is in the conditions described in Exhibit "F". The existence of deteriorated property constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. The preponderance of properties in the Area has been determined to be blighted within the meaning of Section 99.300 *et seq.* RSMo, as amended (the "Land Clearance for Redevelopment Authority Law") as evidenced by the Blighting Report attached hereto, labeled Exhibit "F" and incorporated herein by this reference.

B. PROPOSED REDEVELOPMENT AND REGULATIONS

1. REDEVELOPMENT OBJECTIVES

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

The City Planning Commission adopted a Sustainability Plan on January 9, 2013. As Amended this Redevelopment Plan contributes to the sustainability of the City as outlined in the Sustainability Report (Exhibit

G).

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are light industrial uses permitted in zones designated "A" Single-Family Residential, "F" Neighborhood Commercial, "G" Local Commercial and Office, "J" Industrial, and "K" Unrestricted District by the City of St. Louis Zoning Code. Redeveloper(s) authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to redevelop property in the Area (hereafter referred to as "Redeveloper(s)") shall not be permitted to use the property within the Area for any of the following:

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

Exhibit "C" (Project Area Plan-Proposed Land Use) shows the proposed uses for the Area. The General Plan for the City, which includes the "Strategic Land Use Plan" (as amended 2012) designates portions of the Area as a Business/Industrial Presentation Area (BIPA), an Opportunity Area (OA), Neighborhood Commercial Area (NCA), and Neighborhood Preservation Area (NPA), in order to implement tax abatement of this Redevelopment Plan some portions of the General Plan may require amending.

3. PROPOSED ZONING

In order to implement this Plan, some portions of the Area may require some rezoning to "J" Industrial District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate but may require amendments to 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, light and air, sound design and arrangement, and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THE AREA

The number of new permanent full time equivalent jobs expected to be created if the Area is redeveloped in accordance with this Plan is to be determined, but when fully implemented the Area could employ between 200 and 400 workers. The exact number of jobs created will depend upon the specific nature of the proposed redevelopment.

6. CIRCULATION

The Project Area Plan-Proposed Land Use Plan (Exhibit "C") indicates the proposed circulation system for the Area. The layouts, levels and grades of all public rights-of-way may remain unchanged, but location of internal alleys and Baisch Lane may be required to fully implement this Plan.

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

7. BUILDING AND SITE REGULATIONS

The Area shall be subject to all applicable federal, state and local laws, ordinances, regulations and codes, including but not limited to, the City Building Code, Zoning District Regulations, and stipulations of the

Planning and Urban Design Agency ("PDA") of the City. The population densities, land coverage, and building intensities of redevelopment shall be governed by the Zoning Code. No changes in the building codes or ordinances are required.

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

8. URBAN DESIGN

a. Urban Design Objectives

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

b. Landscaping and Sidewalk Maintenance

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. Sidewalks shall be repaired/replaced to insure safe walkability in the city.

c. Fencing

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

9. PARKING REGULATIONS

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

Surface parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2-1/2) feet high on planting and maintained at three and one-half (3-1/2) feet high at maturity. Three percent (3%) of the interior of all parking lots containing more than twenty-five (25) spaces shall be landscaped with trees, at least two and one-half (2-1/2) inch caliper in size on planting. The trees shall be planted on islands, the largest dimension of which shall be at least five (5) feet, planted with low lying ground cover or other plant material.

10. SIGN REGULATIONS

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

New wall signs shall not obstruct any architectural building elements, and shall project no more than eighteen (18) inches from the face of the building: Upper Level signage shall be located just below or above the top floor windows facing in any direction regardless of street orientation, shall not exceed 2% of the area of the façade

on which it appears nor have letters more than one foot in height for each ten foot (10') of building height provided that the maximum shall be ten foot (10') high letters (i.e. maximum sign letter height on a fifty foot (50') high building shall be five feet (5')). Pedestrian level signage shall be below the second floor window sill of a structure and/or above the store front windows or on the sides of building perpendicular to the street. The total pedestrian level signage per business per façade shall be the lessor of fifty (50) sq. ft. on ten percent (10%) of the ground floor façade area.

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

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

One ground or monument sign per use may be permitted provided it does not exceed ten (10) feet in height nor exceed fifty (50) square feet per side, and provided the LCRA confirms that such a sign is required based upon the use, location or siting of the structure.

Businesses having more than 40,000 square feet of ground floor area may have signs proportionately larger than the maximum size set out in this section, provided that the LCRA confirms that there is need based upon the use, location, or siting of the building.

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

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

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

12. PUBLIC IMPROVEMENTS

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

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

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

C. PROPOSED SCHEDULE OF REDEVELOPMENT

It is estimated that the implementation of this Plan will take place in many phases initiated within approximately one (1) year of approval of this Plan by City ordinance and completed within approximately ten (10) 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 a Redeveloper(s) who shall agree to redevelop such property in accordance with this Plan and the agreement between such Redeveloper(s) and the LCRA. Any property acquired by the LCRA and sold to a Redeveloper(s) will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, R.S.Mo. as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

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

E. COOPERATION OF THE CITY

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

F. TAX ABATEMENT

A Redeveloper(s) may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 -99.715, 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 other similar local taxing districts created in accordance with Missouri law, whether now existing or later created

In lieu of the ten (10) year abatement outlined above, 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 other similar local taxing districts created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for a period of up to the first ten (10) years after the date the redevelopment corporation shall acquire title to the property in the Area, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year two (2) years prior to the calendar year during which the 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 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. 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 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 that 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 Maximum Utilization of Minority Enterprises dated January 1, 1981, as may be amended, and the "Equal Opportunity and Nondiscrimination Guidelines" in Exhibit "E", attached.

4. ENFORCEMENT

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

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

H. MODIFICATIONS OF THIS PLAN

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

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

I. DURATION OF REGULATION AND CONTROLS

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

of the term then in effect, except as provided in Section G (4) of this Plan.

J. EXHIBITS

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

K. SEVERABILITY

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

EXHIBIT "A"

**GRAVOIS AVE. & MERAMEC ST. REDEVELOPMENT AREA
LEGAL DESCRIPTION**

C. B. 5485 GRAVOIS
136.895 FT / IRREG X 186.85 FT / IRREG
TAFT PL ADDN BLOCK 1
LOT 1 TO 6 & PT PRIVATE RD
PARCEL # **548600090**

O.L. 38 GRAVOIS AVE
4.019 ACRES
PORTER ROBBINS SUBD ADDN
BND E BY MO PAC RR & W BY GRAVOIS
PARCEL # **903800010**

O. L. 39 GRAVOIS
2.305 ACRES
BINGHAM EST SUBDN
BD N-198 FT S BINGHAM AVE
PARCEL # **903900040**

O. L. 39 GRAVOIS AVE
0.329 ACRES
BINGHAM ADDDN
LOT NW-36
PARCEL # **903900050**

C. B. 5625 MERAMEC
1.882 ACRES
CARONDALET COMM ADDN
BD NE-MO PACIFIC
W-253 FT 5 IN E OF BLOCK LINE
PARCEL # **562500050**

C. B. 5625 MERAMEC ST
0.98 ACRES
4168 MERAMEC CONSOLID PLAT
LOT 4168
PARCEL # **562500035**

C. B. 5625 MERAMEC ST
0.19 ACRES
4168 MERAMEC CONSOLID PLAT
LOT 4166
PARCEL # **562500025**

C. B. 4171 MERAMEC ST
1.368 ACRES
BINGHAMS SUBDN LOT PT 45-49
BND N-CHIPPEWA E-MO PAC R R
CO S-MERAMEC ST W-SELF
PARCEL # **417100010**

C. B. 5625 MERAMEC ST
0.19 ACRES
4168 MERAMEC CONSOLID PLAT
LOT 4166
PARCEL # **562500015**

C. B. 5625 & 5626 MERAMEC ST
0.631 ACRES
4168 MERAMEC CONSOLID PLAT
LOT 4167
PARCEL # **562600100**

2 B. 5626 MERAMEC ST
125 FT X 98 FT 6 3/4 IN
PT LOT E
EMILY STINE & EDWARD BATES ADDN
BND E-17 FT W OF BLOCK LINE
PARCEL # **562600090**

C. B. 5626 MERAMEC
1.5496 ACRES
CARONDELET COMMON FIELDS ADDN
BDN E-142 FT W OF BLOCK LINE
PARCEL # **562600080**

C. B. 5526 CHIPPEWA ST
33 FT X 5 7/8 IN / 30 FT X
103 FT 7 1/2 IN / 119 FT 9 IN
CARONDELET COMMON FIELDS ADDN
BOUNDED E-ALLEY
PARCEL # **562600070**

C. B. 5626 ALLEY
140 FT X 85 FT
CARONDELET COM FIELDS ADDN
BND S-CENTER LINE OF BLOCK
PARCEL # **562600400**

C. B. 5626 MERAMEC ST
0.21 ACS
4168 MERAMEC CONSOLID PLAT
LOT 4170
PARCEL # **562500015**

C. B. 5626 CHIPPEWA
44 FT 7 1/2 IN / 40 FT X
64 FT 8 7/8 IN / 83 FT 6 5/8 IN
CC FIELDS ADDN
BOUNDED S-ALLEY W-ALLEY
PARCEL # **562600050**

C. B. 5626 CHIPPEWA
147 FT 4 1/8 IN / 131 FT 9 IN X 91 FT
3 IN / 156 FT 5 1/8 IN
CC FIELDS ADDN
BD W-MORGANFORD 203 FT EAST
PARCEL # **562600045**

C. B. 5626 ?! CHIPPEWA
BINGHAMS & STINE & BATES ADDN
BND W MORGANFORD RD
0.514 ACRES
PARCEL # **562600010**

C. B. 5626 MORGANFORD RD
42 FT 10 IN / 18 FT 10 IN X
138 FT 3 7/8 IN / 153 FT 9 IN
0.095 ACRES BINGHAM ADDN
BND N-BIASCH LN
PARCEL # **562600280**

C. B. 5626 MORGANFORD RD
59 FT 6 IN / 56 FT 3 IN X
138 FT 8 3/4 IN / 119 FT 3/8 IN
BINGHAM ADDN
BND S-59 FT 6 IN N OF BINGHAM AVE
PARCEL # **562600270**

C. B. 5626 MORGANFORD RD
36 FT 6 IN / 34 FT 5 3/4 IN X
107 FT 5 IN
BINGHAM ADDN LOT PT-42
BND S-23 FT N NL BINGHAM AVE
PARCEL # **562600260**

C. B. 5626 MORGANFORD
23 FT / 21 FT 9 1/4 IN X
100 FT. 107 FT 5 IN
BINGHAMS ADDN LOT SW-42
PARCEL # **562600250**

C. B. 5625-5626 BINGHAM
4.80 ACRES
BINGHAM EST ADDN
PT OF LOTS 38-39
BND E BY MO PAC R R
PARCEL # **562500140**

C. B. 5626 BAISCH LN
50 FT X 130 FT
BINGHAM ADDN
LOTS PT 39
BND W-50 FT E W L OF LOT 39
PARCEL # **562600380**

C. B. 5626 BAISCH LN
50 FT X 130 FT
BINGHAM ADDN
LOTS PT 39
BND W-WL OF LOT 39

PARCEL # 562600370

C. B. 5626 BAISCH LN
58 FT X 130 FT
BINGHAM ADDN
LOTS NE-42
BND E-BY WL OF LOT 39
PARCEL # **562600360**

C. B. 5626 BAISCH LN
42 FT 4 1/2 X 129 FT 7 1/8 IN
JOHN BINGHAMS EST ADDN
LOTS PT-42
BND E-58 W EL LOT 42
PARCEL # **562600350**

C. B. 5626 BAISCH LN
42 FT 4 1/2 X 128 FT 11 1/4 IN
JOHN BINGHAMS ADDN
LOTS PT-42
BND E-100 FT 4 1/2 IN W EL LOT 42
PARCEL # **562600340**

C. B. 5626 BAISCH LN
50 FT 2 3/8 IN / 50 FT X
125 FT 9 0/8 IN / 128 FT 11 1/4 IN
JOHN BINGHAMS EST ADDN LOT PT 42
BND E-143 FT W EL OF LOT 42
PARCEL # **562600330**

C. B. 5626 BAISCH LN
38 FT 10 IN / 37 FT 10 IN X 125 FT 9 5/8 IN
JOHN BINGHAMS ADDN LOT PT 42
BND W-331 FT 7 5/8 IN E OF
MORGANFORD
PARCEL # **562600320**

C. B. 5626 BAISCH LN
38 FT 10 5/8 IN / 37 FT 9 3/4 IN X
114 FT 1 1/8 IN / 125 FT 9 5/8 IN
JOHN BINGHAMS ADDN LOT PT 42
BND W-292 FT 9 IN OF MORGANFORD
PARCEL # **562600310**

C. B. 5626 BAISCH LN
89 FT 7 7/8 IN / 88 FT 9 IN X
113 FT 7 IN / 100 FT 8 IN
BINGHAMS EST ADDN LOT PT 42
BND W-226 FT SE OF EL MORGANFORD
PARCEL # **562600300**

C. B. 5626 BAISCH LN
45.67 FT / 44.17 FT X 101.15 FT / 94.32 FT
BINGHAMS EST ADDN BLOCK 42
BND W-160 33 FT E EL MORGANFORD
PARCEL # **562600290**

C. B. 5486 TAFT
30 FT X 118 FT 11 7/8 IN
TAFT ADDN
BLOCK 1 LOT 7
PARCEL # **548600080**

C. B. 5486 TAFT
30 FT X 118 FT 11 IN
TAFT ADDN
BLOCK 1 LOT 8
PARCEL # **548600070**

C. B. 5486 TAFT
30 FT X 118 FT 11 IN
TAFT PLADDN
BLOCK 1 LOT 9
PARCEL # **548600060**

C. B. 5486 TAFT
30 FT X 118 FT 10 1/8 IN
TAFT PLADDN
BLOCK 1 LOT 10
PARCEL # **548600050**

C. B. 5486 TAFT
30 FT X 118 FT 10 1/8 IN
TAFT PLADDN
BLOCK 1 LOT 11
PARCEL # **548600040**

C. B. 5486 TAFT
30 FT X 118 FT 10 3/5 IN
TAFT PLADDN
BLOCK 1 LOT 12
PARCEL # **548600030**

C. B. 5486 TAFT
30 FT X 118 FT 11 IN
TAFT ADDN
BLOCK 1 LOT 13
PARCEL # **548600020**

C. B. 5486 TAFT
35 FT X 118 FT 8 1/2 IN
TAFT PLADDN
BLOCK 1 LOT 14
PARCEL # **548600010**

C. B. 5487 TAFT
35 FT X 118 FT 7 IN
TAFT PLADDN
BLOCK 2 LOT 1
PARCEL # **548700140**

C. B. 5487 TAFT
30 FT X 118 FT 7 IN
TAFT PLADDN
BLOCK 2 LOT 2
PARCEL # **548700130**

C. B. 5487 TAFT
30 FT X 118 FT 7 IN
TAFT PLADDN
BLOCK 2 LOT 3
PARCEL # **548700120**

C. B. 5487 TAFT
60 FT X 118 FT 5 1/4 IN / 118 FT 7 IN
TAFT PLADDN
BLOCK 2 LOT 4-5
PARCEL # **548700110**

C. B. 5487 TAFT
60 FT X 118 FT 5 3/4 IN
TAFT PLADDN
BLOCK 2 LOT 6
PARCEL # **548700090**

C. B. 5487 TAFT AVE
30 FT X 118 FT 5 IN
TAFT PLADDN
BLOCK 2 LOT 7
PARCEL # **548700080**

C. B. 5487 TAFT
30 FT X 118 FT 5 IN
TAFT PLADDN
BLOCK 2 LOT 8
PARCEL # **548700070**

C. B. 5487 TAFT
30 FT X 118 FT 6 IN
TAFT PLADDN
BLOCK 2 LOT 9
PARCEL # **548700060**

C. B. 5487 TAFT AVE
30 FT X 118 FT 3 IN
TAFT PLADDN
BLOCK 2 LOT 10
PARCEL # **548700050**

C. B. 5487 TAFT AVE
30 FT X 118 FT 3 IN
TAFT PLADDN
BLOCK 2 LOT 11
PARCEL # **548700040**

C. B. 5487 TAFT AVE
30 FT X 118 FT 3 IN
TAFT PLADDN
BLOCK 2 LOT 12
PARCEL # **548700030**

C. B. 5487 TAFT AVE
28 FT 6 IN / 41 FT 6 IN X
118 FT 2 3/16 IN / 88 FT
BLOCK 2 LOT SW 13
PARCEL # **548700020**

See attached Exhibits B, C& D

**EXHIBIT "E"
FORM: 03/10/08**

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

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

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

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

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

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

EXHIBIT "F"

**BLIGHTING REPORT FOR THE GRAVOIS AVE. & MERAMEC ST.
REDEVELOPMENT AREA**

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

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

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

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 insanitary or unsafe conditions
If answer is yes, explain: Some of the properties are unoccupied. Portions of these properties are subject to illegal dumping, 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: Several of the buildings have mortar missing, the roof needs replacement, as do all mechanical systems.

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

The subject property _____ has _____ has no conditions which endanger life or property by fire or other cause.

If answer is yes, explain: Some of the buildings are unoccupied, consequently it is subject to illegal dumping and use by transients, which combine to make 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: Some of the buildings are 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: Some of the buildings are unoccupied and subject to 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: Some of the buildings are significantly deteriorated, with 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 conditions which endanger life or property by fire and other causes. If answer is yes, explain: Some of the buildings are unoccupied and subject to illegal dumping, rat infestation and fire.

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: Some of the buildings are unoccupied and subject to illegal dumping and rat infestation. They are also subject to use by transients and are an unsafe play areas by neighborhood children.

Gravois Ave. & Meramec St. Redevelopment Area

EXHIBIT
"G"**SUSTAINABILITY IMPACT STATEMENT**

The St. Louis Planning Commission adopted a Sustainability Plan on January 9, 2013. The following chart shows how the objectives of this Redevelopment Plan relate to selected Functional Categories and development related Objectives of the City's Sustainability Plan. The Mayor has issued a Sustainable

		Applicable	Not Applicable
I. URBAN CHARACTER, VITALITY AND ECOLOGY			
A1	Reinforce the City's Central Corridor as the dynamic "heart" of the region	X	
A3	Develop designated areas via incentives for "green" and technical industries		X
A4	Increase riverfront development and provide safe public access and associated recreational activity		X
A5	Provide development incentives to encourage transit-oriented development		X
B1	Prioritize infill development to develop thriving compact communities/vibrant mixed-use main streets	X	
SAA2	Make LRA land available at no cost for smart, productive, create re-use of the land.		X
B2	Update local street design standards and implement the Complete Streets Ordinance		X
B3	Create Citywide, and multiple neighborhood-scale mobility plans		X
B4	Discourage development that reduces transit, bike and pedestrian activities		X
C1	Design public spaces and neighborhood streets as gathering spaces for people		X
C5	Maintain public spaces and neighborhood streets		X
D7*	Expand the City's urban tree canopy	X	
SAA4	Increase the Number of Trees Planted by 16,000 or 15%	X	
E1	Celebrate and increase activity along the Mississippi River		X
E2	Remove/change infrastructure to improve riverfront access		X
F1	Preserve and reuse buildings as a means of achieving sustainability	X	
F2	Continue to integrate preservation into the planning and building approval process		X
F4	Protect historic properties vulnerable to foreclosure, tax forfeiture, or demolition		X
F5	Promote the redevelopment of historic homes and commercial properties		X
G1	Develop affordable homes in concert with long-range transit and development planning		X
G2	Encourage mixed-use affordable housing in high amenity neighborhoods		X
G4	Integrate low income housing into market-rate and mixed-use development		X
G6	Experiment with new ways to create partnerships to build sustainable and affordable housing		X
G8	Offer housing that is energy efficient and environmentally sustainable		X
H4	Continue to remove site contamination and promote brownfields redevelopment	X	

I4	Ensure urban agriculture is a profitable, viable enterprise		X
J4	Preserve neighborhood residential areas/commercial and mixed-uses on corners/major corridors		X
J5	Increase the effectiveness of major commercial corridors	X	
J8	Incorporate sustainability in economic development programs		X
II. ARTS, CULTURE AND INNOVATION			
A4	Encourage the development of affordable artist housing, studios and ventures		X
A5	Diversify the City's range of arts, creative and innovative industries		X
SAA6	Build Phase II of CORTEX bioscience and technology research district		X
C2	Facilitate development of arts, culture and innovative TODs		X
C5	Target developing arts and cultural districts for streetscape and public space improvements		X
E1	Use distinctive public art, architecture, landscape to build City and neighborhood identity		X
F1	Revitalize existing and develop new arts and cultural facilities		X
III. EMPOWERMENT, DIVERSITY AND EQUITY			
E4	Expand the capacity to create additional affordable housing units		X
E5	Create pathways for qualified low-income families to become homeowners		X
SAA10	Implement Board Bill 297 pertaining to workforce inclusion		X
F1	Address blighting and environmental health hazards	X	
F6	Ensure the application of universal design and accessibility codes		X
IV. HEALTH, WELL-BEING AND SAFETY			
A5	Plan and design buildings, spaces and environments for safety	X	
B5	Reduce exposure of lead-paint poisoning	X	
C1	Eliminate food deserts and improve access to fresh produce		X
C3	Support urban agriculture opportunities in the City		X
SAA14	End chronic Homelessness		X
D4	Design buildings to encourage physical activity		X
V. INFRASTRUCTURE, FACILITIES AND TRANSPORTATION			
A1	Advance the City as a transportation hub		X
A2	Encourage transit oriented development		X
SAA18	Increase bike racks by 150%		X
E3	Use pilot projects to explore ways to achieve net zero storm water discharge		X

G2	Strive for the highest levels of energy efficiency and maximize clean energy in buildings		X
G3	Ensure building and site development integrated with natural site ecology	X	
G4	Advance the use of high-efficiency building related water systems and technologies		X
G5	Encourage re-use of materials and divert waste from land-fills	X	
G6	Provide healthy interior environments in commercial buildings	X	
VI. PROSPERITY, OPPORTUNITY AND EMPLOYMENT			
SAA26	Require a sustainability impact statement for all new City development	X	
B1	Increase the inventory and availability of business and industrial real estate through environmental clean-up and land assembly	X	
B2	Encourage small scale redevelopment with economic incentives	X	
B4	Leverage the Mississippi River as an inexpensive transportation, drinking water and recreational resource		X
C3	Focus on small and local businesses as a key part of the City economy		X
C4	Re-use existing buildings for inexpensive incubation of entrepreneurial ideas	X	
D1	Pursue transit oriented development at MetroLink stations and major bus nodes to encourage more walking/fewer carbon emissions		X
D5	Market and encourage living in the City to recent college graduates		X
E3	Promote flexible development approaches by developers, land owners and business firms	X	
E4	Direct new commercial and mixed-use development to designated corridors and districts that demonstrate market support	X	
SAA27	Create at least 8,500 new jobs at Ballpark Village, CORTEX, Carondelet Coke, St. Louis Army Ammunition Plant and North Riverfront		X
G3	Foster innovation		X
SAA28	Remediate and prepare at least 40 vacant properties for redevelopment	X	
SAA	<i>Please comment in what ways you believe the Mayor's Sustainability Action Agenda overlaps with your successes on your project.</i>		X

The identification numbers listed below are the development related objectives of the City's Sustainability Plan that have been identified above as applicable to this Redevelopment Plan.	
Applicable Objective Numbers	Summary of Applicability
I. - A1	The development of this Area will aid in reinforcing the City's Central Corridor as the dynamic "heart" of the region.
I. - B1	This redevelopment plan for this Area supports infill development in effort to establish thriving compact communities/vibrant mixed-use main streets by constructing new single-family residences on the currently vacant lots.
I. - D7*	The redevelopment of this Area will expand the City's urban tree canopy.
I. - SAA4	The developers for this Area shall participate in the plan to increase the Number of Trees Planted in the City by 16,000 or 15% by planting new trees on and/or around the property.
I. - F1	The redevelopment of this Area in its current status exemplifies the ability to achieve sustainability.
I. - H4	The developer shall promote brownfield redevelopment by eliminating waste and contamination during the renovation process of this Area.
I. - J5	The redevelopment of this Area will increase the effectiveness of major commercial corridors.
III. - F1	Blighting and environmental health hazards are addressed by rehabilitating this property and upgrading it to a livable status.
IV. - A5	The proposed plans for this Area will include vertical circulation, a clearly defined means of egress and updated building materials which provide a safe environment for potential residents.
IV. - B5	The rehabilitation of the buildings in this Area will greatly reduce the exposure of lead-paint poisoning by utilizing new materials and finishes, including fresh paint through the building.
V. - G3	The developers for this Area will ensure that the building and site development is integrated with natural site ecology by following the neighborhood design standard which has been established.
V. - G5	The redevelopment of this Area encourages the re-use of materials and divert waste from land-fills by salvaging major building components and materials to be re-used.
V. - G6	The rehabilitation of the buildings in this Area will provide healthy interior environments in commercial buildings
VI. - SAA26	This is the Sustainability Impact Statement as required for all new City development
B1	The rehabilitation of the buildings in this Area will increase the inventory and availability of business and industrial real estate through environmental clean-up and land assembly
VI. - B2	This plan provides for small scale redevelopment with economic incentives.
VI. - C4	The rehabilitation of the buildings in this Area will be an inexpensive incubation of entrepreneurial ideas
VI. - E3	The redevelopment of this Area promotes flexible development approaches by developers, land owners and business firms.
VI. - E4	The redevelopment of this Area will direct new commercial and mixed-use development to designated corridors and districts that demonstrate market support
VI. - SAA28	This Area shall be remediated.

Approved: March 26, 2014

ORDINANCE NO. 69718 - EXHIBITS B, C & D - PART 1



Exhibit B - part 1
Project Area Plan
 Gravois Ave. & Meramec St. Redevelopment Area
Existing Uses and Conditions
 ▨ Occupied Commercial, Industrial and Residential,
 Fair to Poor Conditions
 — Project Area Boundary
 ■ Buildings
 1234 City Block Number

Map Key



Exhibit C - part 1
Project Area Plan
 Gravois Ave. & Meramec St. Redevelopment Area
Proposed Land Uses
 ▩ Commercial, Residential and Light Industrial
 — Project Area Boundary
 ■ Buildings
 1234 City Block Number

Map Key



Exhibit D - part 1
Project Area Plan
 Gravois Ave. & Meramec St. Redevelopment Area
Project Acquisition Map
 □ Parcel Number
 — Project Area Boundary
 ■ Buildings
 1234 City Block Number

Map Key



ORDINANCE NO. 69718 - EXHIBITS B, C & D - PART 2



**Exhibit B - part 2
Project Area Plan**
Gravois Ave. & Meramec St. Redevelopment Area
Existing Uses and Conditions
Occupied Commercial, Unrestricted and Residential,
Fair to Poor Conditions
Project Area Boundary
Buildings
City Block Number

Map Key



**Exhibit C - part 2
Project Area Plan**
Gravois Ave. & Meramec St. Redevelopment Area
Proposed Land Uses
Commercial, Residential and Light Industrial
Project Area Boundary
Buildings
City Block Number

Map Key



**Exhibit D - part 2
Project Area Plan**
Gravois Ave. & Meramec St. Redevelopment Area
Project Acquisition Map
Parcel Number
Project Area Boundary
Buildings
City Block Number

Map Key



ORDINANCE #69719
Board Bill N. 312

An ordinance approving a blighting study and redevelopment plan dated January 28, 2014 for the 5707-15 & 5725-27 Parc Ridge Way 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 5707-15 & 5725-27 Parc Ridge Way Redevelopment Area" dated January 28, 2014, consisting of a Title Page; a Table of Contents Page, twenty (20) 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 5707-15 & 5725-27 Parc Ridge Way 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 January 28, 2014 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"

**5707-15 AND 5725-27 PARC RIDGE WAY
LEGAL DESCRIPTION**

C.B. 5616 PARC RIDGE WAY
64.38 FT X 102.23 FT
PARC RIDGE ESTATES
LOT 4

PARCEL # 561600014

C.B. 5616 PARC RIDGE WAY
64.38 FT X 102.17 FT
PARC RIDGE ESTATES
LOT 3

PARCEL # 561600013

C.B. 5616 PARC RIDGE WAY
0.145 ACS
PARC RIDGE ESTATES
LOT 1

PARCEL # 561600011

ATTACHMENT "B"
Form: 2/12/14

**BLIGHTING STUDY AND REDEVELOPMENT PLAN
FOR THE
5707-15 AND 5725-27 PARC RIDGE WAY REDEVELOPMENT AREA
PROJECT# 1835
JANUARY 28, 2014
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS**

**MAYOR
FRANCIS G. SLAY**

**BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR
5707-15 AND 5725-27 PARC RIDGE WAY REDEVELOPMENT AREA**

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- "F" BLIGHTING REPORT
- "G" SUSTAINABILITY REPORT

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 5707-15 and 5725-27 Parc Ridge Way Redevelopment Area ("Area") encompasses approximately .10 acres in the Tower Grove East neighborhood of the City of St. Louis ("City") and is located on the southern side of Hartford St. between Louisiana Ave. and Arkansas Ave.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises a portion of City Block 5616.00. 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 5.8% unemployment rate for the City for the month of November, 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 includes vacant land.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

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

Residential density for the surrounding neighborhoods is approximately 8.95 persons per acre.

5. CURRENT ZONING

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

6. FINDING OF BLIGHT

The property within the Area is unoccupied 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.

The City Planning Commission adopted a Sustainability Plan on January 9, 2013. This Redevelopment Plan contributes to the sustainability of the City as outlined in the Sustainability Report (Exhibit G).

2. PROPOSED LAND USE OF THE AREA

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

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

3. PROPOSED ZONING

The proposed zoning for the Area is "A" Single-Family Residential District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

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

There are no new jobs expected to be created in this Area because of 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 and Sidewalk Maintenance

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. Sidewalks shall be repaired/replaced to insure safe walkability in the city.

d. Fencing

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

9. PARKING REGULATIONS

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

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

10. SIGN REGULATIONS

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

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

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

12. PUBLIC IMPROVEMENTS

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

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

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

C. PROPOSED SCHEDULE OF DEVELOPMENT

It is estimated that the implementation of this Plan will take place in a single phase initiated within approximately one (1)

year of approval of this Plan by City ordinance and completed within approximately two (2) years of approval of this Plan by City ordinance.

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

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

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

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

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

2. PROPERTY ACQUISITION

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

3. PROPERTY DISPOSITION

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

4. RELOCATION ASSISTANCE

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

E. COOPERATION OF THE CITY

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

F. TAX ABATEMENT

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

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

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for a period of up to the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year 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 five (5) year periods unless before the commencement of any such five (5) year period the St. Louis Board of Aldermen shall terminate this Plan at the end of the term then in effect, except as provided in Section G (4) of this Plan.

J. EXHIBITS

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

K. SEVERABILITY

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

EXHIBIT "A"

**5707-15 AND 5725-27 PARC RIDGE WAY
LEGAL DESCRIPTION**

C.B. 5616 PARC RIDGE WAY
64.38 FT X 102.23 FT
PARC RIDGE ESTATES
LOT 4

PARCEL # **561600014**

C.B. 5616 PARC RIDGE WAY
64.38 FT X 102.17 FT
PARC RIDGE ESTATES
LOT 3

PARCEL # **561600013**

C.B. 5616 PARC RIDGE WAY
0.145 ACS
PARC RIDGE ESTATES
LOT 1

PARCEL # **561600011**

See attached Exhibits B, C & D

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

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

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

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

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

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

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

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

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

5707-15 & 5725-27 Parc Ridge Way

EXHIBIT
"G"

SUSTAINABILITY IMPACT STATEMENT

The St. Louis Planning Commission adopted a Sustainability Plan on January 9, 2013. The following chart shows how the objectives of this Redevelopment Plan relate to selected Functional Categories and development related Objectives of the City's Sustainability Plan. They Mayor has issued a Sustainable Action Agenda (SAA). The following chart also shows items that may relate to development projects.

		Applicable	Not Applicable
I. URBAN CHARACTER, VITALITY AND ECOLOGY			
A1	Reinforce the City's Central Corridor as the dynamic "heart" of the region		X
A3	Develop designated areas via incentives for "green" and technical industries		X
A4	Increase riverfront development and provide safe public access and associated recreational activity		X
A5	Provide development incentives to encourage transit-oriented development		X
B1	Prioritize infill development to develop thriving compact communities/vibrant mixed-use main streets	X	
SAA2	Make LRA land available at no cost for smart, productive, create re-use of the land		X
B2	Update local street design standards and implement the Complete Streets Ordinance		X
B3	Create Citywide, and multiple neighborhood-scale mobility plans		X
B4	Discourage development that reduces transit, bike and pedestrian activities		X
C1	Design public spaces and neighborhood streets as gathering spaces for people		X
C5	Maintain public spaces and neighborhood streets		X
D7*	Expand the City's urban tree canopy	X	
SAA4	Increase the Number of Trees Planted by 16,000 or 15%	X	
E1	Celebrate and increase activity along the Mississippi River		X
E2	Remove/change infrastructure to improve riverfront access		X
F1	Preserve and reuse buildings as a means of achieving sustainability		X
F2	Continue to integrate preservation into the planning and building approval process		X
F4	Protect historic properties vulnerable to foreclosure, tax forfeiture, or demolition		X
F5	Promote the redevelopment of historic homes and commercial properties		X
G1	Develop affordable homes in concert with long-range transit and development planning		X
G2	Encourage mixed-use affordable housing in high amenity neighborhoods		X
G4	Integrate low income housing into market-rate and mixed-use development		X
G6	Experiment with new ways to create partnerships to build sustainable and affordable housing		X
G8	Offer housing that is energy efficient and environmentally sustainable	X	
H4	Continue to remove site contamination and promote brownfields redevelopment	X	

I4	Ensure urban agriculture is a profitable, viable enterprise		X
J4	Preserve neighborhood residential areas/commercial and mixed-uses on corners/major corridors		X
J5	Increase the effectiveness of major commercial corridors		X
J8	Incorporate sustainability in economic development programs		X
II. ARTS, CULTURE AND INNOVATION			
A4	Encourage the development of affordable artist housing, studios and ventures		X
A5	Diversify the City's range of arts, creative and innovative industries		X
SAA6	Build Phase II of CORTEX bioscience and technology research district		X
C2	Facilitate development of arts, culture and innovative TODs		X
C5	Target developing arts and cultural districts for streetscape and public space improvements		X
E1	Use distinctive public art, architecture, landscape to build City and neighborhood identity		X
F1	Revitalize existing and develop new arts and cultural facilities		X
III. EMPOWERMENT, DIVERSITY AND EQUITY			
E4	Expand the capacity to create additional affordable housing units		X
E5	Create pathways for qualified low-income families to become homeowners		X
SAA10	Implement Board Bill 297 pertaining to workforce inclusion		X
F1	Address blighting and environmental health hazards	X	
F6	Ensure the application of universal design and accessibility codes		X
IV. HEALTH, WELL-BEING AND SAFETY			
A5	Plan and design buildings, spaces and environments for safety	X	
B5	Reduce exposure of lead-paint poisoning	X	
C1	Eliminate food deserts and improve access to fresh produce		X
C3	Support urban agriculture opportunities in the City		X
SAA14	End chronic Homelessness		X
D4	Design buildings to encourage physical activity		X
V. INFRASTRUCTURE, FACILITIES AND TRANSPORTATION			
A1	Advance the City as a transportation hub		X
A2	Encourage transit oriented development		X
SAA18	Increase bike racks by 150%		X
E3	Use pilot projects to explore ways to achieve net zero storm water discharge		X

G2	Strive for the highest levels of energy efficiency and maximize clean energy in buildings		X
G3	Ensure building and site development integrated with natural site ecology	X	
G4	Advance the use of high-efficiency building related water systems and technologies		X
G5	Encourage re-use of materials and divert waste from land-fills		X
G6	Provide healthy interior environments in commercial buildings		X
VI. PROSPERITY, OPPORTUNITY AND EMPLOYMENT			
SAA26	Require a sustainability impact statement for all new City development	X	
B1	Increase the inventory and availability of business and industrial real estate through environmental clean-up and land assembly		X
B2	Encourage small scale redevelopment with economic incentives	X	
B4	Leverage the Mississippi River as an inexpensive transportation, drinking water and recreational resource		X
C3	Focus on small and local businesses as a key part of the City economy		X
C4	Re-use existing buildings for inexpensive incubation of entrepreneurial ideas		X
D1	Pursue transit oriented development at MetroLink stations and major bus nodes to encourage more walking/fewer carbon emissions		X
D5	Market and encourage living in the City to recent college graduates	X	
E3	Promote flexible development approaches by developers, land owners and business firms	X	
E4	Direct new commercial and mixed-use development to designated corridors and districts that demonstrate market support		X
SAA27	Create at least 8,500 new jobs at Ballpark Village, CORTEX, Carondelet Coke, St. Louis Army Ammunition Plant and North Riverfront		X
G3	Foster innovation		X
SAA28	Remediate and prepare at least 40 vacant properties for redevelopment	X	
SAA	<i>Please comment in what ways you believe the Mayor's Sustainability Action Agenda overlaps with your successes on your project.</i>		X

The identification numbers listed below are the development related objectives of the City's Sustainability Plan that have been identified above as applicable to this Redevelopment Plan.

Applicable Objective Numbers	Summary of Applicability
I. - B1	This project supports infill development in effort to establish thriving compact communities/vibrant mixed-use main streets by constructing new single-family residences on the currently vacant lots.
I. - D7*	The development of this Area will expand the City's urban tree canopy
I. - SAA4	The developers for these parcels shall participate in the plan to increase the Number of Trees Planted in the City by 16,000 or 15% by planting new trees on and/or around the property.
I. - G8	The developers for these parcels plan to offer housing that is energy efficient and environmentally sustainable.
I. - H4	The developer shall promote brownfield redevelopment by eliminating waste and contamination during the renovation process of these parcels.
III. - F1	Blighting and environmental health hazards are addressed by rehabilitating this property and upgrading it to a livable status.
IV. - A5	The proposed plans for this property include vertical circulation, a clearly defined means of egress and updated building materials which provide a safe environment for potential residents.
IV. - B5	The rehabilitation of this property will greatly reduce the exposure of lead-paint poisoning by utilizing new materials and finishes, including fresh paint through the building.
V. - G3	The developers for these parcels will ensure that the building and site development is integrated with natural site ecology by following the neighborhood design standard which has been established.
VI. - SAA26	This is the Sustainability Impact Statement as required for all new City development
VI. - B2	This plan provides for small scale redevelopment with economic incentives.
VI. - D5	Based on the scale, amenities and location of this property, it shall become eligible to market and encourage living in the City to recent college graduates upon its completion.
VI. - E3	The redevelopment of this property promotes flexible development approaches by developers, land owners and business firms.
VI. - SAA28	This property shall be remediated.

Approved: March 26, 2014

ORDINANCE NO. 69719 - EXHIBITS B, C & D



Exhibit B
Project Area Plan
5707-09, 5713-15, & 5725-27 Parc Ridge Way
Existing Uses and Conditions
 - Occupied Residential, Fair Condition
 - Project Area Boundary
 - Buildings
 - City Block Number



Exhibit C
Project Area Plan
5707-09, 5713-15, & 5725-27 Parc Ridge Way
Proposed Land Uses
 - Residential Use
 - Project Area Boundary
 - Buildings
 - City Block Number



Exhibit D
Project Area Plan
5707-09, 5713-15, & 5725-27 Parc Ridge Way
Project Acquisition Map
 - Parcel Number
 - Project Area Boundary
 - Buildings
 - City Block Number

ORDINANCE #69720
Board Bill No. 313

An ordinance recommended by the Board of Public Service to conditionally vacate above surface, surface and sub-surface rights for vehicle, equestrian and pedestrian travel in a portion of Kemper beginning 82.34' west of Hereford and continuing 157.66 feet to a point previously vacated by Ordinance 68544 in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

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

A tract of land being part of Kemper Avenue (60 feet wide) adjacent to City blocks 4733-WB and 4735 of the City of St. Louis, Missouri and being more particularly described as follows:

Commencing at the southeast corner of above said City Block 4733-WB, said corner being the intersection of the north right-of-way line of Kemper Avenue (60 feet wide) and the west right-of-way line of Hereford Street (60 feet wide); thence along said north right-of-way line of Kemper Avenue, north 82 degrees 30 minutes 00 seconds west, 82.34 feet to the actual point of beginning of the herein described tract; thence leaving last said north line, south 07 degrees 30 minutes 00 seconds west, 60.00 feet to a point on the south right-of-way line of said Kemper Avenue, said point being the northeast corner of a tract of land conveyed to Kemper Avenue Associates (now Kemper-Themis, LLC) by instrument recorded in deed Book 314 Page 134 of the City of St. Louis, Missouri records; thence along said south right-of-way line of Kemper Avenue, said line also being the north line of above said City Block 4735, north 82 degrees 30 minutes 00 seconds west, 157.66 feet to a point being the southeast corner of a tract of land being a portion of Kemper Road vacated by Ordinance No. 68544 of said City; thence leaving last said south line and along the east line of said vacated portion, north 07 degrees 30 minutes 00 seconds east, 60.00 feet to a point on the north right-of-way line of said Kemper Road, said point being the northeast corner of said vacated portion; thence leaving last said east line and along said north right-of-way line, south 82 degrees 30 minutes 00 seconds east, 157.66 feet to the point of beginning and contains 9459 square feet, or 0.217 acres, more or less according to a survey by the Sterling Company during the month of November, 2013.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: Kemper-Themis LLC will use vacated area to increase security. The Water Division has an 8" water main with appurtenances in the area of the proposed vacation. The Water Division will require an easement allowing for uninhibited access to the water main and facilities and service connections both in the proposed vacation and west of the proposed vacation for the purposes of maintenance and repair. No structures of any kind, including fencing, can be built on or above the easement without the prior review and approval of the Water Commissioner. If in the event fencing or other structures are intended to be built as part of the security noted in the request, then the Water Division can convert this portion of water main into a private water service connection for the applicant since all existing service connections impacted are to the applicant's property. If this option is proceeded with, all cost related to the conversion of the water main to a service line will be the responsibility of the applicant.

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

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

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

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

SECTION SEVEN: The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

SECTION EIGHT: In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified. Owner(s) must have curbing cobblestones returned to the Department of Streets in good condition.

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

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

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

Approved: March 26, 2014

**ORDINANCE #69721
Board Bill No. 317**

AN ORDINANCE ADOPTING AND APPROVING REDEVELOPMENT PROJECTS FOR REDEVELOPMENT PROJECT AREA 5 AND REDEVELOPMENT PROJECT AREA 7, AS DESCRIBED IN THE ST. LOUIS INNOVATION DISTRICT TAX INCREMENT FINANCING (TIF) REDEVELOPMENT PLAN; ADOPTING TAX INCREMENT FINANCING WITHIN REDEVELOPMENT PROJECT AREA 5 AND REDEVELOPMENT PROJECT AREA 7; ESTABLISHING THE RPA 5 ACCOUNT AND THE RPA 7 ACCOUNT OF THE ST. LOUIS INNOVATION DISTRICT SPECIAL ALLOCATION FUND; AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS; AND CONTAINING A SEVERABILITY CLAUSE.

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

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

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

WHEREAS, pursuant to Ordinance No. 69523, the Board of Aldermen approved and adopted a plan for redevelopment

titled the “St. Louis Innovation District Tax Increment Financing (TIF) Redevelopment Plan” last revised June 6, 2013 (the “Redevelopment Plan”), for an area consisting of City Blocks 3971.13, 3970, 3968.13, 4589, 3904, 3917, 3966.13, 3967.13, 3962, 3961, 4586, 3918.04, 3919.04, 3953, 3960 and 3959, which area is more fully described in said Ordinance (the “Redevelopment Area” or “Area”); and

WHEREAS, the Redevelopment Plan proposes to redevelop the Redevelopment Area through the rehabilitation and redevelopment of all or a portion of the Redevelopment Area into commercial, residential, retail, and related space, together with related improvements, as set forth in the Redevelopment Plan; and

WHEREAS, on February 7, 2014, 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 redevelopment projects for the portions of the Redevelopment Area described in the Redevelopment Plan as “RPA 5” (the “RPA 5 Redevelopment Project”) and “RPA 7” (the “RPA 7 Redevelopment Project”); and

WHEREAS, on February 7, 2014, the TIF Commission found that implementation of the RPA 5 Redevelopment Project and the RPA 7 Redevelopment Project would provide a substantial and significant public benefit through the elimination of blighting conditions, 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 February 7, 2014, the TIF Commission voted to recommend that the Board of Aldermen adopt an ordinance in the form required by the TIF Act approving the RPA 5 Redevelopment Project and the RPA 7 Redevelopment Project and adopting tax increment financing within RPA 5 and RPA 7; and

WHEREAS, the Board of Aldermen has received the recommendations of the TIF Commission regarding the RPA 5 Redevelopment Project and the RPA 7 Redevelopment Project and finds that it is desirable and in the best interests of the City to approve the RPA 5 Redevelopment Project and the RPA 7 Redevelopment Project in order to encourage and facilitate the redevelopment of RPA 5 and RPA 7, respectively; and

WHEREAS, it is necessary and desirable and in the best interest of the City to approve the RPA 5 Redevelopment Project and the RPA 7 Redevelopment Project to allow for the redevelopment of RPA 5 and RPA 7, respectively, as described in the Redevelopment Plan; and

WHEREAS, it is necessary and desirable and in the best interest of the City to adopt tax increment allocation financing within RPA 5 and RPA 7 and to establish sub-accounts of the existing St. Louis Innovation District Special Allocation Fund for RPA 5 and RPA 7, respectively, 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.

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

SECTION ONE. The RPA 5 Redevelopment Project and the RPA 7 Redevelopment Project are hereby adopted and approved.

SECTION TWO. There are hereby created and ordered to be established within the treasury of the City two sub-accounts of the existing fund known as the “St. Louis Innovation District Special Allocation Fund,” such sub-accounts to be known as the “RPA 5 Account” and the “RPA 7 Account.” To the extent permitted by law and except as otherwise provided in the Redevelopment Plan, the City hereby pledges funds in the St. Louis Innovation District Special Allocation Fund for the payment of redevelopment project costs and obligations incurred in the payment thereof.

SECTION THREE. Tax increment allocation financing is hereby adopted within RPA 5 and RPA 7. After the total equalized assessed valuation of the taxable real property in RPA 5 or RPA 7 exceeds the certified total initial equalized assessed valuation of the taxable real property in such RPA, the ad valorem taxes, and payments in lieu of taxes, if any, arising from the levies upon taxable real property in such RPA 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 such RPA shall be allocated to and, when collected, shall be paid by the City Collector to the affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing;

B. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in such RPA and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property in such RPA 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 St. Louis Innovation District Special Allocation Fund Account for such RPA 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 further 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 of such RPA 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 FOUR. In addition to the payments in lieu of taxes described in Section Three 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 RPA 5 and RPA 7, respectively, over the amount of such taxes generated by economic activities within each such RPA in the calendar year prior to the adoption of the RPA 5 Redevelopment Project and the RPA 7 Redevelopment Project by ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri (2000), as amended, taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri (2000), as amended, licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon and any other taxes excluded from tax increment financing by Missouri law applicable as of the effective date of this Ordinance, 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 the St. Louis Innovation District Special Allocation Fund Account for the corresponding RPA and any subaccount thereof.

SECTION FIVE. The Comptroller of the City is hereby authorized to enter into agreements or contracts with other taxing districts as are necessary to ensure the allocation and collection of the taxes and payments in lieu of taxes described in Sections Three and Four of this Ordinance and the deposit of the said taxes or payments in lieu of taxes into the St. Louis Innovation District Special Allocation Fund Sub-Account for the corresponding RPA and any subaccounts thereof for the payment of redevelopment project costs and obligations incurred in the payment thereof, all in accordance with the TIF Act.

SECTION SIX. 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 values of all taxable real property within each of RPA 5 and RPA 7 as of the date of this Ordinance, by adding together the most recently ascertained equalized assessed value of each taxable lot, block, tract or parcel of real property within the respective RPAs and shall certify such amount as the total initial equalized assessed value of the taxable real property within each such RPA.

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

SECTION EIGHT. 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 NINE. 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.

Approved: March 26, 2014

ORDINANCE #69722
Board Bill No. 318

AN ORDINANCE AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF ST. LOUIS, MISSOURI, AND ST. LOUIS INNOVATION DISTRICT, LLC; PRESCRIBING THE FORM AND DETAILS OF SAID AMENDMENT; 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 the laws of the State of Missouri; and

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

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

WHEREAS, pursuant to Ordinance No. 69389, the Board of Aldermen approved and adopted a plan for redevelopment titled the "St. Louis Innovation District Tax Increment Financing (TIF) Redevelopment Plan" dated October 15, 2012, and revised as of December 4, 2012, and January 11, 2013 (the "Original Redevelopment Plan"), for an area consisting of City Blocks 3971.13, 3970, 3968.13, 4589, 3904, 3917, 3966.13, 3967.13, 3962, 3961, 4586, 3918.04, 3919.04, 3953, 3960 and 3959, which area is more fully described in said Ordinance (the "Redevelopment Area" or "Area"); and

WHEREAS, pursuant to Ordinance No. 69390, the Board of Aldermen authorized execution of a Redevelopment Agreement (the "Original Redevelopment Agreement") between the City and St. Louis Innovation District, LLC (the "Developer"); and

WHEREAS, the Original Redevelopment Agreement was executed by the City and the Developer, effective as of October 21, 2013; and

WHEREAS, pursuant to Ordinance No. 69524, the Board of Aldermen authorized execution of a First Amendment to Redevelopment Agreement (the "First Amendment"; the Original Redevelopment Agreement, as amended by the First Amendment, the "Redevelopment Agreement") between the City and the Developer; and

WHEREAS, the First Amendment was executed by the City and the Developer, effective as of October 21, 2013; and

WHEREAS, pursuant to Ordinance No. 69523, the Board of Aldermen approved a revision to the Original Redevelopment Plan in the form of the "St. Louis Innovation District Tax Increment Financing (TIF) Redevelopment Plan" last revised June 6, 2013 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan proposes to redevelop the Redevelopment Area through the rehabilitation and redevelopment of all or a portion of the Redevelopment Area into commercial, residential, retail, and related space, together with related improvements, as set forth in the Redevelopment Plan; and

WHEREAS, pursuant the TIF Act and after due consideration of the TIF Commission's recommendations the Board of Aldermen adopted Ordinance No. _____ on _____, 2014, which Ordinance (i) approved the RPA 5 Redevelopment Project and the RPA 7 Redevelopment Project, as described in the Redevelopment Plan (ii) adopted tax increment financing within RPA 5 and RPA 7 (as those areas are described in the Redevelopment Plan) and (iii) established the "RPA 5 Account" and the "RPA 7 Account" of the "St. Louis Innovation District Special Allocation Fund"; and

WHEREAS, it is necessary and desirable and in the best interest of the City to enter into an amendment to the Redevelopment Agreement to incorporate the RPA 5 Redevelopment Project and the RPA 7 Redevelopment Project into the Redevelopment Agreement; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Second Amendment to Redevelopment Agreement attached as **Exhibit A** hereto and incorporated herein by reference (the "Second Amendment") are acceptable and that

the execution, delivery and performance by the City and the Developer of their respective obligations under the Second Amendment 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; and

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

SECTION ONE. The Board of Aldermen finds and determines that it is necessary and desirable to enter into the Second Amendment to implement the Redevelopment Plan and to enable the Developer to carry out its proposal for completion of the redevelopment projects described therein and in the Redevelopment Agreement.

SECTION TWO. The Board of Aldermen hereby approves, and the Mayor and the Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the Second Amendment to Redevelopment Agreement by and between the City and the Developer attached hereto as **Exhibit A**, and the City Register is hereby authorized and directed to attest to the Second Amendment and to affix the seal of the City thereto. The Second Amendment 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 THREE. The Mayor and Comptroller of the City or their designated representatives are hereby authorized and directed to take any and all actions as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such action by the Mayor and the Comptroller or their designated representatives.

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

SECTION SIX. 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 executed the Second Amendment and paid all fees due to the City in accordance with the terms of said Second Amendment, 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 Second Amendment, which extension may be granted in the sole discretion of the Board of Estimate and Apportionment of the City of St. Louis.

EXHIBIT A
SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT
(Attached hereto.)

SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT (this “**Amendment**”) is made and entered into as of the ____ day of April, 2014, 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 **ST. LOUIS INNOVATION DISTRICT, LLC**, a limited liability company duly organized and existing under the laws of the State of Missouri. (All capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Redevelopment Agreement, as defined below.)

WITNESSETH

WHEREAS, the Developer and the City are parties to that certain Redevelopment Agreement dated as of October 21, 2013, as amended by First Amendment to Redevelopment Agreement dated October 21, 2013 (as amended, the “**Redevelopment Agreement**”), pursuant to which the Developer proposes to develop, in cooperation with the City and pursuant to the Redevelopment Plan, the Redevelopment Area through the development of certain private improvement projects and public improvement projects described in the Redevelopment Plan as the Redevelopment Projects in the manner described in the Redevelopment Agreement; and

WHEREAS, the City approved Ordinance No. 69389 designating the Redevelopment Area as a “redevelopment area” (as defined in the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “Act”)), approving the Redevelopment Plan, approving the redevelopment projects described in the Redevelopment Plan for the portions of the Redevelopment Area designated “RPA-1A(I)” and “RPA-1B” and adopting tax increment financing within RPA-1A(I) and RPA-1B; and

WHEREAS, the City approved Ordinance No. 69523 approving a revised Redevelopment Plan, last revised June 6, 2013 (hereafter, all references to the Redevelopment Plan shall be to the June 6, 2013, revision), and the redevelopment project for the portion of the Redevelopment Area designated as “RPA 1A(II)” in the Redevelopment Plan; and

WHEREAS, the City approved Ordinance Nos. 69390 and 69524 approving the execution of the Redevelopment Agreement to carry out the Redevelopment Plan; and

WHEREAS, it is the intent of the Developer and the City to modify certain terms of the Redevelopment Agreement as described in this Amendment; and

WHEREAS, the City approved Ordinance No. _____ approving, among other things, execution of this Amendment.

NOW, THEREFORE, the City and the Developer, in consideration of the premises and the mutual agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, and subject to the conditions herein set forth, do agree as follows:

1. Definitions. The following definitions in Section 1 of the Redevelopment Agreement are added or modified to read as follows:

“RPA-5 Redevelopment Project” means Work necessary for acquisition of real property within RPA-5 and remediation and development of such real property for temporary or structured parking needs and mixed-use outparcel development.

“RPA-7 Redevelopment Project” means the Work necessary for construction of a retail development of at least 360,000 square feet.

2. Termination Rights. A new Section 14.C. and a new Section 14.D are inserted reading as follows:

C. Sub-Developers’ Rights upon Termination. Upon termination of this Agreement as provided for above, each Sub-Developer not then in default under any Parcel Development Agreement(s) to which it is a party shall have the same rights, obligations and remedies of the Developer hereunder with respect to the Redevelopment Projects Area(s) or portion(s) thereof affected by such Parcel Development Agreement(s).

D. Sub-Developer’s Rights Regarding TIF Obligations. The City and the Developer agree that any TIF Obligations issued with respect to an RPA (or portion thereof) shall be in a form approved by the applicable Sub-Developer of such RPA (or portion thereof) and that no change, amendment or modification to such form of TIF Obligation shall be made without the prior written consent of such Sub-Developer.

3. Amendment to Section 4.E(ii). Section 4.E(ii) of the Redevelopment Agreement is deleted and replaced with the following:

(ii) Any Parcel Development Agreement negotiated and executed by the Developer shall be substantially in the form set forth in Exhibit K attached hereto and incorporated herein by this reference. Notwithstanding anything in this Agreement to the contrary, the form of Parcel Development Agreement must be approved by the Board of Estimate and Apportionment to the extent that (a) any proposed Parcel Development Agreement varies significantly from the form set forth in Exhibit K, or (b) if the Redevelopment Project involves a project with total development costs of greater than \$50,000,000, or (c) the Parcel Development Agreement relates to a project located in RPA 7.

4. Professional Fees. The Developer shall pay to, or at the direction of, the Comptroller for the Comptroller's actual legal costs incurred and provided by Polsinelli, P.C., and to the SLDC for its actual legal costs incurred and provided by Gilmore & Bell, P.C., in connection with the review of the Developer's redevelopment proposal and the negotiation and execution of this Amendment. The Developer shall also pay to, or at the direction of, the Comptroller, for any such actual advisory fees and reimbursable expenses incurred and provided by Public Finance Advisors LLC in connection with the evaluation of the debt coverage ratio for the TIF Obligations. Such amounts shall be paid within thirty (30) days after the later of: (1) full execution of this Amendment, or (2) submission to Developer of an invoice from such professional service providers that shall include the time incurred, an explanation of the services provided, and a listing of any reimbursable expenses included in such invoice.

5. Representations and Warranties. All representations and warranties of the Developer and the City in the Redevelopment Agreement remain true and correct and are reaffirmed herein.

6. Miscellaneous Provisions. Except as expressly modified herein, the Redevelopment Agreement remains in full force and effect according to its terms. This Amendment may be executed in one or more counterparts which, taken together, shall constitute but one Amendment.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be duly executed in their respective names and have caused their respective seals to be hereunto affixed and attested as of the date first above written.

[SIGN IN BLACK INK ONLY]

THE CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

[SEAL]

Attest:

Register

Approved as to Form:

, City Counselor

ST. LOUIS INNOVATION DISTRICT, LLC, a
Missouri limited liability company

By: Center of Research, Technology and
Entrepreneurial Exchange, its sole Member

By: _____
Dennis E. Lower, President and CEO

[NO SEAL]

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

On this ____ day of _____, 2014, 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, that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City by authority granted him by law; and said Francis G. Slay 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 at my office in the City and State aforesaid, the day and year first above written.

My term expires _____.

(Seal)

Notary Public

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

On this ____ day of _____, 2014, 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, that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City by authority granted her by law; and said Darlene Green 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 at my office in the City and State aforesaid, the day and year first above written.

My term expires _____.

(Seal)

Notary Public

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

On this ____ day of _____, 2014, before me appeared Dennis E. Lower, to me personally known, who, being by me duly sworn, did say that he is the President and CEO of Center of Research, Technology and Entrepreneurial Exchange, a Missouri non-profit corporation and the sole Member of St. Louis Innovation District, LLC, a Missouri limited liability company, and that said instrument was signed in behalf of said corporation and said limited liability company, and said Dennis E. Lower acknowledged said instrument to be the free act and deed of said corporation and said limited liability company and that said limited liability company has no corporate seal.

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

My term expires _____.

(Seal)

Notary Public

Approved: March 26, 2014

ORDINANCE #69723
Board Bill No. 319

AN ORDINANCE AUTHORIZING AND DIRECTING THE ISSUANCE AND DELIVERY OF ONE OR MORE SERIES OF TAX INCREMENT REVENUE NOTES (ST. LOUIS INNOVATION DISTRICT/RPA 7 PROJECT) SERIES A AND SERIES B (COLLECTIVELY, THE "RPA 7 NOTES") IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$37,100,000, PLUS COSTS OF ISSUANCE, FOR CERTAIN REIMBURSABLE REDEVELOPMENT PROJECT COSTS ASSOCIATED WITH REDEVELOPMENT PROJECT AREA 7 OF THE ST. LOUIS INNOVATION DISTRICT REDEVELOPMENT AREA IN ACCORDANCE WITH THE TERMS OF THE REDEVELOPMENT AGREEMENT; AUTHORIZING AND DIRECTING THE MAYOR AND THE COMPTROLLER TO EXECUTE AND DELIVER THE SUPPLEMENTAL TRUST INDENTURE IN CONNECTION WITH THE ISSUANCE OF RPA 7 NOTES; DESIGNATING THE TRUSTEE FOR SUCH NOTES; AUTHORIZING AND DIRECTING THE TAKING OF OTHER ACTIONS AND APPROVAL AND EXECUTION OF OTHER DOCUMENTS AS NECESSARY OR DESIRABLE TO CARRY OUT AND COMPLY WITH THE INTENT HEREOF; SUPERSEDING PROVISIONS OF PRIOR ORDINANCES OF THE CITY TO THE EXTENT INCONSISTENT WITH THE TERMS HEREOF; 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, the City is authorized and empowered under the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, inclusive, of the Revised Statutes of Missouri, as amended (the "TIF Act"), to issue bonds, notes or other obligations for the purpose of providing funds to finance the costs of certain redevelopment projects and to pay certain costs related to the issuance of such bonds, notes or other obligations; and

WHEREAS, pursuant to Ordinance No. 69389, the Board of Aldermen approved and adopted a plan for redevelopment titled the "St. Louis Innovation District Tax Increment Financing (TIF) Redevelopment Plan" dated October 15, 2012, and revised as of December 4, 2012, and January 11, 2013 (the "Original Redevelopment Plan"), for an area consisting of City Blocks 3971.13, 3970, 3968.13, 4589, 3904, 3917, 3966.13, 3967.13, 3962, 3961, 4586, 3918.04, 3919.04, 3953, 3960 and 3959, which area is more fully described in said Ordinance (the "Redevelopment Area" or "Area"); and

WHEREAS, pursuant to Ordinance No. 69390, the Board of Aldermen authorized execution of a Redevelopment Agreement (the "Original Redevelopment Agreement") between the City and St. Louis Innovation District, LLC (the "Developer"); and

WHEREAS, the Original Redevelopment Agreement was executed by the City and the Developer, effective as of October 21, 2013; and

WHEREAS, pursuant to Ordinance No. 69524, the Board of Aldermen authorized execution of a First Amendment to Redevelopment Agreement (the "First Amendment") between the City and the Developer; and

WHEREAS, the First Amendment was executed by the City and the Developer, effective as of October 21, 2013; and

WHEREAS, pursuant to Ordinance No. [____], the Board of Aldermen authorized execution of a Second Amendment to Redevelopment Agreement (the "Second Amendment" which, together with the Original Redevelopment Agreement, as amended by the First Amendment, is referred to herein as the "Redevelopment Agreement") between the City and the Developer; and

WHEREAS, the Second Amendment was executed by the City and the Developer, effective as of [____], 2014; and

WHEREAS, pursuant to Ordinance No. 69523, the Board of Aldermen approved a revision to the Original Redevelopment Plan in the form of the "St. Louis Innovation District Tax Increment Financing (TIF) Redevelopment Plan" last revised June 6, 2013 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan proposes to redevelop the Redevelopment Area through the rehabilitation and redevelopment of all or a portion of the Redevelopment Area into commercial, residential, retail, and related space, together with related improvements, as set forth in the Redevelopment Plan; and

WHEREAS, pursuant to the TIF Act, the Board of Aldermen adopted Ordinance No. [____] on [____], 2014,

which Ordinance, among other things, (i) approved the RPA 7 Redevelopment Project, as described in the Redevelopment Plan (the “RPA 7 Redevelopment Project”), (ii) adopted tax increment financing within RPA 7 (as such area is described in the Redevelopment Plan) and (iii) established the “RPA 7 Account” of the “St. Louis Innovation District Special Allocation Fund”; and

WHEREAS, pursuant to Ordinance No. 69525, the City and UMB Bank, N.A., as trustee, have authorized a Trust Indenture (the “Original Indenture”) pursuant to which the City is authorized to issue its (a) Tax Increment Revenue Notes (St. Louis Innovation District) (the “Notes”) in an aggregate principal amount not to exceed \$167,000,000, plus Issuance Costs (as defined in the Original Indenture); and (b) (i) Not to Exceed \$11,400,000 aggregate principal amount, plus Issuance Costs, of Tax Increment Revenue Notes (St. Louis Innovation District/RPA 1A(I) Project) Series 2014, (ii) Not to Exceed \$13,500,000 aggregate principal amount, plus Issuance Costs of Taxable Tax Increment Revenue Notes (St. Louis Innovation District/RPA 1A(II) Project) Series 2014A, (iii) Not to Exceed \$1,900,000 aggregate principal amount, plus Issuance Costs, of Taxable Tax Increment Revenue Notes (St. Louis Innovation District/RPA 1A(II) Project) Series 2014B, (iv) Not to Exceed \$6,600,000 aggregate principal amount, plus Issuance Costs, of Subordinate Taxable Tax Increment Revenue Notes (St. Louis Innovation District/RPA 1A(II) Project) Series 2014C, and (v) Not to Exceed \$25,000,000 aggregate principal amount, plus Issuance Costs, of Tax Increment Revenue Notes (St. Louis Innovation District/Area-wide Projects) Series 2014A/B, as evidence of the City’s obligation to pay certain Reimbursable Redevelopment Project Costs (as defined in the Original Indenture) incurred in furtherance of the Redevelopment Plan and the Redevelopment Projects (the “Redevelopment Projects” as defined in the Redevelopment Plan and the Redevelopment Agreement and any applicable parcel development agreement);

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and of its inhabitants that the City (a) authorize and direct the issuance of its Tax Increment Revenue Notes (St. Louis Innovation District/RPA 7 Project) Series A and B (collectively, the “RPA 7 Notes”) in an aggregate principal amount not to exceed \$37,100,000, plus Issuance Costs (as defined in the herein defined Indenture), as evidence of the City’s obligation to pay certain Reimbursable Redevelopment Project Costs incurred in furtherance of the Redevelopment Plan and the RPA 7 Redevelopment Project ; (b) authorize and direct the Mayor and the Comptroller to execute and deliver a Supplemental Trust Indenture in substantially the form of **Exhibit A** hereto (the “Supplemental Indenture” which, together with the Original Indenture, as the same may be amended from time to time pursuant to its terms, is referred to herein as the “Indenture”) providing the terms of issuance of the RPA 7 Notes; and (c) designate UMB Bank, N.A., as trustee (the “Trustee”) for the RPA 7 Notes; and

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

Section 1. Definitions. Capitalized terms used herein and not otherwise defined in this Ordinance or the preambles hereto shall have the meanings ascribed to such terms in the Indenture.

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

- (a) to authorize the issuance of the RPA 7 Notes to fund certain Reimbursable Redevelopment Project Costs for the RPA 7 Redevelopment Project;
- (b) to authorize and direct the issuance of the RPA 7 Notes pursuant to the terms of the Indenture;
- (c) to authorize and direct the Mayor and Comptroller to enter into the Supplemental Indenture;
- (d) to designate the Trustee for the RPA 7 Notes; and
- (e) to take certain other actions as herein provided.

Section 3. Authority and Direction to Issue the RPA 7 Notes. The City hereby authorizes and directs the issuance of the RPA 7 Series Notes in an aggregate principal amount not to exceed \$37,100,000, plus Issuance Costs, for the purposes set forth in Section 2 hereof. The terms and provisions of the RPA 7 Notes shall be as provided in the Indenture.

Section 4. Special, Limited Obligations. The RPA 7 Notes and the interest thereon shall be special, limited obligations of the City payable solely from the Pledged Revenues and other moneys pledged thereto and held by the Trustee as provided in the Indenture, and shall be secured by a transfer, pledge, and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Owners of the RPA 7 Notes, as provided in the Indenture. The RPA 7 Notes and the interest thereon shall not constitute a debt of the City, the State, or any political subdivision thereof, and shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

Section 5. Private Sale. The Board of Aldermen of the City hereby declares that it is in the City's best interest to sell the RPA 7 Notes at private sale because a public sale of the RPA 7 Notes would cause additional expense to the City and because the condition of the current financial markets makes such a public sale not feasible or the best course of action for the City.

Section 6. Authority and Direction to Execute and Deliver Documents. The Board of Aldermen hereby approves, and the Mayor and Comptroller of the City are hereby authorized and directed to execute and deliver, on behalf of the City, the Supplemental Indenture, in substantially the form attached hereto as **Exhibit A**, and the RPA 7 Notes, and the City Register is hereby authorized and directed to attest to the Supplemental Indenture and the RPA 7 Notes and to affix the seal of the City thereto. The Supplemental Indenture 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 7. Designation of Trustee and Paying Agent and Registrar. The City hereby ratifies, approves and consents to the designation of UMB Bank, N.A., as Trustee, Paying Agent, and Registrar under the Indenture.

Section 8. Further Authority. 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 9. Severability. 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 10. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 11. Effective Date. 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.

Section 12. Superseding of Inconsistent Provisions. The provisions of this Ordinance hereby amend any provision of any ordinance of the City inconsistent with the terms hereof, but only to the extent of such inconsistency.

EXHIBIT A
FORM OF SUPPLEMENTAL TRUST INDENTURE
(Attached hereto.)

SUPPLEMENTAL TRUST INDENTURE

Dated as of _____ 1, 2014

between

THE CITY OF ST. LOUIS, MISSOURI

and

UMB BANK, N.A., as trustee,

Relating to
The City of St. Louis, Missouri
Not to Exceed \$32,000,000, Plus Issuance Costs
Taxable Tax Increment Revenue Notes
(St. Louis Innovation District/RPA 7 Project)
Series A

and

Not to Exceed [\$37,100,000, less Series A Principal Amount], Plus Issuance Costs
[Tax-Exempt] Tax Increment Revenue Notes
(St. Louis Innovation District/RPA 7 Project)
Series B

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SUPPLEMENTAL TRUST INDENTURE

THIS SUPPLEMENTAL TRUST INDENTURE (as may be amended and supplemented, this “*Supplemental Indenture*”), made and entered into as of _____ 1, 2014, 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 (the “*City*”), and UMB BANK, N.A., a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States of America, and having a corporate trust office located in St. Louis, Missouri, as trustee (the “*Trustee*”);

WITNESSETH:

WHEREAS, the City is authorized and empowered under the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, inclusive, of the Revised Statutes of Missouri, as amended (the “*Act*” or the “*TIF Act*”), to issue notes for the purpose of providing funds to finance the costs of certain redevelopment projects and to pay certain costs related to the issuance of such notes; and

WHEREAS, pursuant to Ordinance No. 62477, adopted on December 20, 1991, the Board of Aldermen of the City (the “*Board of Aldermen*”) duly formed the Tax Increment Financing Commission of the City of St. Louis, Missouri (the “*TIF Commission*”), in accordance with the TIF Act, and empowered the TIF Commission to transact business and exercise its powers as authorized by the TIF Act; and

WHEREAS, a plan for redevelopment titled the “St. Louis Innovation District Tax Increment Financing (TIF) Redevelopment Plan dated October 15, 2012” (the “*Original Redevelopment Plan*”), has been prepared and reviewed by the TIF Commission and the City; and

WHEREAS, the Board of Aldermen approved Ordinance No. 69389, adopted on February 12, 2013 which (i) designated a Redevelopment Area known as the “St. Louis Innovation District Redevelopment Area,” as further described in **Exhibit A-1** attached to the herein defined Original Indenture (the “*Redevelopment Area*”); (ii) adopted and approved the Redevelopment Plan; (iii) adopted and approved redevelopment projects for Redevelopment Project Area 1A(I) and Redevelopment Project Area 1B (as such terms are defined in the Redevelopment Plan) with respect thereto; (iv) adopted tax increment financing within RPA 1A(I) and RPA 1B; and (v) established the St. Louis Innovation District Special Allocation Fund (as defined in the Redevelopment Plan); and

WHEREAS, St. Louis Innovation District, LLC, a limited liability company (the “*Developer*”), in response to the solicitation of proposals for redevelopment of the Redevelopment Area, submitted its proposal dated [_____] (the “*Redevelopment Proposal*”); and

WHEREAS, pursuant to Ordinance No. 69390, adopted on February 12, 2013, the Board of Aldermen has (i) affirmed the adoption of the Original Redevelopment Plan, Redevelopment Area, and redevelopment projects for RPA 1A(I) and RPA 1B; (ii) authorized the execution of a Redevelopment Agreement between the City and the Developer; (iii) designated the Developer as developer of the Redevelopment Area; and

WHEREAS, the City and the Developer have entered into that certain Redevelopment Agreement dated October 21, 2013, (the “*Original Redevelopment Agreement*”), pursuant to which the Developer has agreed to carry out the Original Redevelopment Plan through implementation of the Redevelopment Projects (as defined in the Original Redevelopment Agreement); and

WHEREAS, pursuant to Ordinance No. 69390, adopted on February 12, 2013, the Board of Aldermen has adopted and approved a revision to the Original Redevelopment Plan (as so revised, the “*Redevelopment Plan*”), and the redevelopment project for Redevelopment Project Area 1A(II) (as such term is defined in the Redevelopment Plan); and

WHEREAS, pursuant to Ordinance No. 69524 adopted on July 24, 2103 and Ordinance No. [_____] adopted on March [___], 2014, the Board of Aldermen has adopted and approved certain amendments to the Original Redevelopment Agreement (as so amended the “*Redevelopment Agreement*”); and

WHEREAS, pursuant to Ordinance No. [_____] on [_____] 2014, the Board of Aldermen has, among other

things, (i) approved the RPA 7 Redevelopment Project, as described in the Redevelopment Plan (the “*RPA 7 Redevelopment Project*”), (ii) adopted tax increment financing within RPA 7 (as such area is described in the Redevelopment Plan) and (iii) established the “RPA 7 Account” of the “St. Louis Innovation District Special Allocation Fund”; and

WHEREAS, on July 12, 2013, the Board of Aldermen adopted Ordinance No. 69525 (the “*Note Ordinance*”), authorizing the issuance, pursuant to the Trust Indenture dated as of [_____] 1, 2014 by and between the City and the Trustee (the “*Original Indenture*”) of its Tax Increment Revenue Notes (St. Louis Innovation District Project) in an aggregate principal amount not to exceed \$167,000,000, plus Issuance Costs, as defined in the Original Indenture, (as defined further in the Original Indenture, the “*Notes*”); and

WHEREAS, the City has authorized the issuance, pursuant to the terms of the Original Indenture:

[(i) its Tax Increment Revenue Notes (St. Louis Innovation District/RPA 1A(I)), Series 2014, in an amount not to exceed \$11,400,000 plus Issuance Costs (the “*RPA 1A(I) Series 2014 Notes*”),]

[(ii) its Taxable Tax Increment Revenue Notes (St. Louis Innovation District/RPA 1A(II)), Series A, in an amount not to exceed \$13,500,000 plus Issuance Costs (the “*Escrow Notes*”),]

[(iii) its Taxable Tax Increment Revenue Notes (St. Louis Innovation District/RPA 1A(II) Project), Series 2014 B, in an amount not to exceed \$1,900,000 plus Issuance Costs (the “*RPA 1A(II) Series 2014B Notes*”),]

[(iv) its Subordinate Taxable Tax Increment Revenue Notes (St. Louis Innovation District/RPA 1A(II) Project), Series 2014C, in an amount not to exceed \$6,600,000 plus Issuance Costs (the “*RPA 1A(II) Subordinate Series 2014C Notes*” which, together with the Escrow Notes and the RPA 1A(II) Series 2014 B Notes, are referred to herein as the “*RPA 1A(II) Notes*”),]

[(v) its Taxable/Tax-Exempt Tax Increment Revenue Notes (St. Louis Innovation District/Area-wide Projects), Series 2014A/B, in an amount not to exceed \$25,000,000 (the “*Area-wide Series 2014 Notes*”), as evidence of the City’s obligation to pay for certain Reimbursable Redevelopment Project Costs (as defined herein) incurred in furtherance of the Redevelopment Plan and the Redevelopment Projects; and]

WHEREAS, on [_____] 2014, the Board of Aldermen adopted Ordinance No. [_____] (“*Ordinance [_____]*”), authorizing the City to execute and deliver this Supplemental Indenture for the purpose of issuing and securing the issuance of its (a) Taxable Tax Increment Revenue Notes (St. Louis Innovation District/RPA 7 Project) Series A in an aggregate principal amount not to exceed \$32,000,000, Plus Issuance Costs (the “*RPA 7 Series A Notes*”), and (b) [Tax-Exempt] Tax Increment Revenue Notes (St. Louis Innovation District/RPA 7 Project) Series B in an aggregate principal amount not to exceed [\$37,100,000, less Series A Principal Amount], Plus Issuance Costs (the “*RPA 7 Series B Notes*” and, together with the RPA 7 Series A Notes, the “*RPA 7 Notes*”); and

WHEREAS, the RPA 7 Notes shall not exceed a principal amount of \$37,100,000 in the aggregate, plus Issuance Costs; and

WHEREAS, all things necessary to make the RPA 7 Notes, when authenticated by the Trustee and issued as in the Indenture provided, the valid, legal, and binding limited obligations of the City, and to constitute the Indenture a valid, legal, and binding pledge and assignment of the property, rights, interest, and revenues therein made for the security of the payment of the principal of, redemption premium, if any, and interest on the RPA 7 Notes have been done and performed, and the execution and delivery of this Supplemental Indenture and the execution and issuance of the RPA 7 Notes, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH, and it is hereby expressly declared, covenanted, and agreed by and between the parties hereto, that the RPA 7 Notes will be issued, secured, authenticated, and delivered and that the Trust Estate is to be held and applied under, upon, and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as expressed in the Indenture and as provided herein, and the City does hereby agree and covenant with the Trustee and with the Owners of the RPA 7 Notes as follows:

ARTICLE I DEFINITIONS; RULES OF CONSTRUCTION

Section 101. Definitions of Words and Terms. Capitalized terms not defined herein (including in the Recitals

hereto) shall have the meanings assigned to such terms in the Original Indenture.

Section 102. Amendment of Section 101 of Original Indenture. Section 101 of the Original Indenture is hereby amended by the addition or amendment of the following definitions:

“Approving Ordinance” means, as to any Redevelopment Project Area, the ordinance(s) of the City’s Board of Aldermen pursuant to which the City approves Redevelopment Project(s) and adopts tax increment financing for a Redevelopment Project Area, and (a) as to Redevelopment Project Area 1A(I) and Redevelopment Project Area 1B, means Ordinance No. 69389, under which among other things the City approved Redevelopment Projects for Redevelopment Project Area 1A(I) and Redevelopment Project Area 1B and adopted tax increment financing within Redevelopment Project Area 1A(I) and Redevelopment Project Area 1B; (b) as to Redevelopment Project Area 1A(II), means Ordinance No. 69390, under which among other things the City approved Redevelopment Projects for Redevelopment Project Area 1A(II) and adopted tax increment financing for Redevelopment Project Area 1A(II); and (c) as to Redevelopment Project Area 7, means Ordinance [____], under which among other things the City approved a Redevelopment Project for Redevelopment Project Area 7 and adopted tax increment financing for Redevelopment Project Area 7.

“Authorized Project” shall have the meaning assigned to such term in the RPA 7 Parcel Development Agreement.

“City Fees” means, as to any series of Notes, an amount equal to 0.2% of such Notes Outstanding on each Interest Payment Date, plus any accumulated deficiency from previous years.

“Indenture” means the Original Indenture, as amended and supplemented by the Supplemental Indenture, and as the same may be further amended and supplemented from time to time in accordance with the provisions of Article X of the Original Indenture.

“Ordinance [____]” means Ordinance No. [____], pursuant to which the Board of Aldermen, among other things, (i) approved the RPA 7 Redevelopment Project, (ii) adopted tax increment financing within RPA 7, and (iii) established the “RPA 7 Account” of the “St. Louis Innovation District Special Allocation Fund”.

“Ordinance [____]” means Ordinance No. [____] authorizing the City to execute and deliver this Supplemental Indenture for the purpose of issuing and securing the RPA 7 Notes.

“Original Indenture” means the Trust Indenture dated as of _____ 1, 2014, by and between the City and the Trustee.

“Project Parcel” means the parcel of real property located within RPA 7 and described in **Exhibit A** to the RPA 7 Parcel Development Agreement.

“Redevelopment Agreement” means that certain Redevelopment Agreement dated as of October 21, 2013 by and between the City and the Developer, as amended by the First Amendment to Redevelopment Agreement dated as of October 21, 2013, by and between the City and the Developer, and by the Second Amendment to Redevelopment Agreement dated as of [____], 2014, by and between the City and the Developer, and as the same may be further modified, amended, or supplemented from time to time pursuant to the terms thereof.

“Redevelopment Project Area 7” or *“RPA 7”* have the meaning set forth for such terms in the Redevelopment Plan.

“Redevelopment Project Notes” means the Notes issued pursuant to this Indenture in an aggregate principal amount which, together with the Area-wide Notes, does not exceed \$167,000,000, plus Issuance Costs, the proceeds of which are used to fund the Redevelopment Project Costs of any Redevelopment Project Area. The term “Redevelopment Project Notes” includes the RPA 1A(I) Series 2014 Notes, the RPA 1A(II) Notes, and the RPA 7 Notes.

“RPA 7 Economic Activity Tax Revenues” means all of the following, solely with respect to RPA 7: fifty percent (50%) of the total additional revenues from taxes, penalties and interest which are imposed by the City or other taxing districts (as that term is defined in Section 99.805 of the TIF Act) and which are generated by economic activities within Redevelopment Project Area 7 over the amount of such taxes generated by economic activities within Redevelopment Project Area 7 in the calendar year ending December 31, 2013 (subject to annual appropriation by the City), as defined and described in Sections 99.805 and 99.845 of the TIF Act, but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, and taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, all as provided in Section 99.845 of the TIF Act, as may be amended from time to time.

“RPA 7 Ordinances” means, collectively, Ordinance [_____] and Ordinance [_____].

“RPA 7 Parcel Development Agreement” means the Parcel Development Agreement dated [_____], 2014 by and between the Developer and the Sub-Developer.

“RPA 7 PILOTs” means all PILOTs which are generated within RPA 7.

“RPA 7 Redevelopment Project” shall have the meaning assigned to such term in the RPA 7 Ordinances.

“RPA 7 Notes” means, collectively, the RPA 7 Series A Notes and the RPA 7 Series B Notes.

“RPA 7 Series A Notes” means the Taxable Tax Increment Revenue Notes (St. Louis Innovation District/RPA 7 Project) Series [20__]A, issued in an amount not to exceed \$32,000,000 plus Issuance Costs, pursuant to the Indenture with respect to the Redevelopment Project implemented within RPA 7.

“RPA 7 Series B Notes” means the Taxable Tax Increment Revenue Notes (St. Louis Innovation District/RPA 7 Project) Series [20__]B, issued in an amount not to exceed [\$37,100,000, less Series A Principal Amount] plus Issuance Costs, pursuant to the Indenture with respect to certain Redevelopment Project implemented within RPA 7.

“Series A Principal Amount” means the aggregate amount of RPA 7 Series A Notes issued under the Indenture on or before December 31, 2018 or such later date as is consistent with any extension of time for the submission of costs agreed to by the City pursuant to Section 7B of the RPA 7 Parcel Development Agreement, but in no event later than June 1, 2019.

“Sub-Developer” means Ikea Property, Inc., and its permitted successors and assigns pursuant to the RPA 7 Parcel Development Agreement.

“Supplemental Indenture” means this Supplemental Trust Indenture dated as of _____ 1, 2014, by and between the City and the Trustee.

ARTICLE II THE RPA 7 NOTES

Section 201. Authorization, Issuance, and Terms of RPA 7 Notes.

(a) **Authorized Amount of RPA 7 Notes.** The City is authorized pursuant to the Indenture, including particularly Section 205 thereof, and the RPA 7 Ordinances to issue (i) the RPA 7 Series A Notes, which are entitled to the benefit, protection, and security of the Indenture, in an aggregate principal amount not to exceed Thirty-Two Million and 00/100 Dollars (\$32,000,000), plus Issuance Costs, and (ii) the RPA 7 Series B Notes, which are entitled to the benefit, protection, and security of the Indenture, in the aggregate principal amount which, together with the RPA 7 Series A Notes, does not exceed Thirty-Seven Million One Hundred Thousand and 00/100 Dollars (\$37,100,000.00), plus Issuance Costs.

(b) **Title of RPA 7 Notes.** The RPA 7 Series A Notes authorized to be issued under this Supplemental Indenture shall be designated the “Taxable Tax Increment Revenue Notes (St. Louis Innovation District/RPA 7, Series [20__]A.” The RPA 7 Series B Notes authorized to be issued under this Supplemental Indenture shall be designated the “[Tax-Exempt] Tax Increment Revenue Notes (St. Louis Innovation District/RPA 7, Series [20__]B.”

(c) **Form of RPA 7 Notes.** The RPA 7 Notes shall be substantially in the form set forth in **Exhibit B** attached hereto, with such appropriate variations, omissions, and insertions as are permitted or required by this Supplemental Indenture, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

(d) **Purpose of RPA 7 Notes.** The RPA 7 Series A Notes shall be issued to finance certain costs of the Authorized Project and the RPA 7 Series B Notes shall be issued to finance certain costs relating to the RPA 7 Redevelopment Project, subject to the Redevelopment Agreement and the RPA 7 Parcel Development Agreement, and to pay certain Issuance Costs relating thereto, all as authorized under the Note Ordinance and the RPA 7 Ordinances.

(e) **Interest on RPA 7 Notes.** The RPA 7 Series A Notes shall bear interest at the rate of 4.5% per annum and the RPA 7 Series B Notes shall bear interest at the Interest Rate, which interest, together with principal, shall be payable semiannually on each Interest Payment Date. The interest on each such series of Redevelopment Project Notes shall be either includable in, or

excludable from, gross income of the owners thereof for purposes of federal income taxation, respectively, depending on the opinion of Bond Counsel rendered in connection therewith.

Section 202. Conditions Precedent to Issuance of RPA7 Notes.

(a) Prior to or simultaneously with the authentication and delivery of any RPA 7 Notes by the Trustee, there shall be filed with the Trustee the following:

- (1) A copy, certified by the City Clerk of the City, of the RPA 7 Ordinances.
- (2) A certified copy of the Original Indenture and an original executed counterpart of this Supplemental Indenture.
- (3) An executed counterpart of the RPA 7 Parcel Development Agreement.
- (4) Evidence of the City's acceptance of one or more Certificates of Reimbursable Redevelopment Project Costs to be financed with the proceeds of the applicable series of RPA 7 Notes.
- (5) A copy of the Redevelopment Agreement, certified by the City Clerk.
- (6) Authorization or evidence of payment of Issuance Costs.
- (7) An opinion of Bond Counsel to the effect that the RPA 7 Notes constitute valid and legally binding limited obligations of the City and if applicable, that (i) the interest on such Notes is excludable from gross income of the owners thereof for federal income tax purposes, and (ii) the issuance of such Notes will not result in the interest on any Tax-Exempt Notes then Outstanding to become subject to federal income taxes then in effect.
- (8) An opinion of Bond Counsel to the effect that the applicable series of RPA 7 Notes then being issued are exempt from registration under the Securities Act of 1933, as amended.
- (9) A request and authorization to the Trustee on behalf of the City, executed by an Authorized City Representative, to authenticate such series of RPA 7 Notes to or upon the order of the purchasers thereof upon payment, for the account of the City, of the purchase price therefor. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the names of the purchasers and the amount of the purchase prices.
- (10) A certificate of the City (i) stating that no Event of Default under the Indenture or the Redevelopment Agreement has occurred and is continuing, which, with the giving of notice or the passage of time or both, would constitute an Event of Default, or if an Event of Default has occurred, in the reasonable judgment of the City, such Event of Default has no material impact on the RPA 7 Notes then proposed to be issued hereunder, and (ii) stating the purpose or purposes for which such series of RPA 7 Notes are being issued.
- (11) A certificate of the Developer (i) stating that no Event of Default under the RPA 7 Parcel Development Agreement has occurred and is continuing, which, with the giving of notice or the passage of time or both, would constitute an Event of Default, and (ii) stating the purpose or purposes for which such series of RPA 7 Notes are being issued.
- (12) A copy of the Redevelopment Plan, certified by the City Clerk of the City.
- (13) A certificate signed by the Authorized City Representative stating that the requirements of Section 9D of the Redevelopment Agreement have been satisfied, other than 9D(iii) if no financing was utilized in the construction of the Redevelopment Project or applicable portion thereof.
- (14) For the RPA 7 Series A Notes, a Certificate of Substantial Completion in substantially the form of **Exhibit G** to the RPA 7 Parcel Development Agreement, which has been accepted by the Developer, the City and the SLDC pursuant to Section 2D of the RPA 7 Parcel Development Agreement. For the RPA 7 Series B Notes, a Certificate of Substantial Completion in substantially the form of **Exhibit E** to the Redevelopment Agreement, which has been accepted by the City and the SLDC pursuant to Section 4H of the

Redevelopment Agreement.

(15) Evidence of the approval by the City Board of Estimate and Apportionment of the RPA 7 Parcel Development Agreement pursuant to Section 4E(ii) of the Redevelopment Agreement.

(16) Such other certificates, statements, opinions, receipts, and documents as the City or the Trustee shall reasonably require for the delivery of the RPA 7 Notes.

(b) After the documents mentioned in paragraph (a) of this Section shall have been filed with the Trustee, such series of RPA 7 Notes shall be authenticated by the Trustee and held pursuant to Section 201(h) of the Original Indenture (unless directed otherwise by the Owner thereof), and the Trustee shall thereafter endorse such RPA 7 Notes pursuant to Section 203(b) of the Original Indenture upon payment of the purchase prices thereof (which payment shall be deemed to have occurred under the circumstances described in Section 405 of the Original Indenture) endorsed by the Trustee on **Schedule A** to such RPA 7 Notes in an amount equal to such payment.

ARTICLE III REDEMPTION OF NOTES

Section 301. Redemption of RPA 7 Notes.

(a) *Special Mandatory Redemption.*

(1) The RPA 7 Series A Notes are subject to special mandatory redemption in whole or in part, by the City on each June 1 at a redemption price equal to one hundred percent (100%) of the amount of principal being redeemed, in an amount based on the amount which is on deposit in the RPA 7 Series A Redemption Sub-Account of the RPA 7 Account of the Debt Service Fund forty (40) days prior to such June 1 or, if such date is not a Business Day, the immediately preceding Business Day and which will not be required for the payment of interest on such date, all as further set forth in the RPA 7 Series A Notes.

(2) The RPA 7 Series B Notes are subject to special mandatory redemption in whole or in part, by the City on each June 1 at a redemption price equal to one hundred percent (100%) of the amount of principal being redeemed, in an amount based on the amount which is on deposit in the RPA 7 Series B Redemption Sub-Account of the RPA 7 Account of the Debt Service Fund forty (40) days prior to such June 1 or, if such date is not a Business Day, the immediately preceding Business Day and which will not be required for the payment of interest on such date, all as further set forth in the RPA 7 Series B Notes.

(b) *Optional Redemption.*

(1) The RPA 7 Series A Notes are subject to optional redemption by the City, at the direction of the Authorized Developer Representative and with the prior written consent of one hundred percent (100%) of the Owners of the RPA 7 Series A Notes (which consent may be withheld in the sole and absolute discretion of such Owners), in whole or in part at any time at a redemption price of one hundred percent (100%) of the principal amount of the RPA 7 Series A Notes to be redeemed, plus accrued interest thereon to the date fixed for redemption; provided that no optional redemption shall occur in any calendar year with respect to the RPA 7 Series A Notes until the special mandatory redemption, if any, for such Notes pursuant to Section 301(a) hereof has occurred on June 1 of such year.

(2) The RPA 7 Series B Notes are subject to optional redemption by the City, at the direction of the Authorized Developer Representative and with the prior written consent of one hundred percent (100%) of the Owners of the RPA 7 Series B Notes (which consent may be withheld in the sole and absolute discretion of such Owners), in whole or in part at any time at a redemption price of one hundred percent (100%) of the principal amount of the RPA 7 Series B Notes to be redeemed, plus accrued interest thereon to the date fixed for redemption; provided that no optional redemption shall occur in any calendar year with respect to the RPA 7 Series B Notes until the special mandatory redemption, if any, for such Notes pursuant to Section 301(a) hereof has occurred on June 1 of such year.

**ARTICLE IV
FUNDS AND REVENUES**

Section 401. Special Allocation Fund. There are hereby established within the Special Allocation Fund established in the treasury of the City pursuant to the Approving Ordinance and the Original Indenture, and the following separate accounts and sub-accounts:

- (1) a RPA 7 Account, and within it:
 - (i) a PILOTs Sub-Account,
 - (ii) an EATs Sub-Account, and

The RPA 7 Account and the sub-accounts established therein shall be maintained in the treasury of the City and administered by the City solely for the purposes and in the manner as provided in the TIF Act, the Note Ordinance, the Approving Ordinance, and the RPA 7 Ordinances, so long as any RPA 7 Notes are Outstanding.

Section 402. Creation of Funds and Accounts. The following funds of the City are hereby created and established with the Trustee:

- (a) Within the Revenue Fund, the following RPA 7 Accounts and sub-accounts:
 - (1) a RPA 7 Account, and within it:
 - (i) a RPA 7 Series A PILOTs Sub-Account,
 - (ii) a RPA 7 Series A EATs Sub-Account,
 - (iii) a RPA 7 Series B PILOTs Sub-Account, and
 - (iv) a RPA 7 Series B EATs Sub-Account;
- (b) Within the Debt Service Fund, the following RPA 7 Accounts and sub-accounts:
 - (1) a RPA 7 Account, and within it:
 - (i) a RPA 7 Series A Principal Sub-Account,
 - (ii) a RPA 7 Series A Interest Sub-Account,
 - (iii) a RPA 7 Series A Redemption Sub-Account,
 - (iv) a RPA 7 Series B Principal Sub-Account,
 - (v) a RPA 7 Series B Interest Sub-Account, and
 - (vi) a RPA 7 Series B Redemption Sub-Account;
- (c) Within the Project Fund, a RPA 7 Series B Project Account.

Section 403. RPA 7 Account of Revenue Fund.

(a) *Transfers to RPA 7 Account of Revenue Fund.*

- (1) On or before 12:00 noon on the fifteenth (15th) Business Day of each calendar quarter the City shall transfer to the Trustee (i) for deposit into the RPA 7 Series A EATs Sub-Account of the RPA 7 Account of the Revenue Fund ninety percent (90%) of the Economic Activity Tax Revenues attributable to the Project Parcel then on deposit in the EATs Sub-Account of the RPA 7 Account of the Special Allocation Fund, and (ii) for deposit into the RPA 7 Series B EATs Sub-Account of the RPA 7 Account of the Revenue Fund all

other Economic Activity Tax Revenues then on deposit in the EATs Sub-Account of the RPA 7 Account of the Special Allocation Fund; provided, however, that if (i) RPA 7 Series A Notes are not issued by June 1, 2019, or (ii) RPA 7 Series A Notes have been issued but are no longer Outstanding, then all EATs attributable to RPA 7 shall be deposited pursuant to subparagraph (a)(3) below; and

(2) On or before 12:00 noon on the fifteenth (15th) Business Day of each calendar quarter the City shall transfer to the Trustee (i) for deposit into the RPA 7 Series A PILOTs Sub-Account of the RPA 7 Account of the Revenue Fund ninety percent (90%) of the Payments in Lieu of Taxes attributable to the Project Parcel then on deposit in the PILOTs Sub-Account of the RPA 7 Account of the Special Allocation Fund, and (ii) for deposit into the RPA 7 Series B PILOTs Sub-Account of the RPA 7 Account of the Revenue Fund all other Payments in Lieu of Taxes then on deposit in the PILOTs Sub-Account of the RPA 7 Account of the Special Allocation Fund; provided, however, that if (i) RPA 7 Series A Notes are not issued by June 1, 2019, or (ii) RPA 7 Series A Notes have been issued but are no longer Outstanding, then all EATs attributable to RPA 7 shall be deposited pursuant to subparagraph (a)(4) below; and

(3) On or before 12:00 noon on the fifteenth (15th) Business Day of each calendar quarter following the payment in full of the principal of and interest on the RPA 7 Series A Notes (or provision has been made for the payment thereof as specified in the Indenture), the City shall transfer to the Trustee for deposit into the RPA 7 Series B EATs Sub-Account of the RPA 7 Account of the Revenue Fund all Economic Activity Tax Revenues then on deposit in the EATs Sub-Account of the RPA 7 Account of the Special Allocation Fund; and

(4) On or before 12:00 noon on the fifteenth (15th) Business Day of each calendar quarter following the payment in full of the principal of and interest on the RPA 7 Series A Notes (or provision has been made for the payment thereof as specified in the Indenture), the City shall transfer to the Trustee for deposit into the RPA 7 Series B PILOTs Sub-Account of the RPA 7 Account of the Revenue Fund all Payments in Lieu of Taxes then on deposit in the PILOTs Sub-Account of the RPA 7 Account of the Special Allocation Fund.

(b) ***Transfers from RPA 7 Account of Revenue Fund.***

(1) ***As to Series A Accounts:*** On each Interest Payment Date (or, if such date is not a Business Day, the immediately preceding Business Day), all amounts which, according to the Trustee's records, were on deposit in the RPA 7 Series A Accounts of the Revenue Fund on the fortieth (40th) day prior to such Interest Payment Date, shall be disbursed by the Trustee, drawing first from the RPA 7 Series A EATs Sub-Account and second from the RPA 7 Series A PILOTs Sub-Account of such RPA 7 Series A Account, for the purposes and in the amounts as follows:

First, to the United States of America, an amount sufficient to pay any arbitrage rebate owned under Section 148 of the Code, as directed in writing by the City in accordance with any Tax Compliance Agreement with respect to any Series A Notes that are Tax-Exempt Notes;

Second, to the Comptroller of the City an amount sufficient for payment of any fees and expenses incurred by the City in engaging an arbitrage rebate analyst in accordance with any Tax Compliance Agreement with respect to Series A Notes that are Tax-Exempt Notes, plus an amount equal to the Pro Rata Portion of the City Fees, which shall be payable one-half to the Comptroller and one-half to the SLDC;

Third, to the Trustee or any Paying Agent, an amount equal to the Pro Rata Portion of any fees and expenses which are due and owing to the Trustee or any Paying Agent, upon delivery to the City of an invoice for such amounts (aggregate payments to the Trustee from all accounts in the Revenue Fund may not exceed \$[_____] in any calendar year); pay to the Monitor, an amount equal to the Pro Rata Portion of any fees and expenses which are due and owing to the Monitor under the Monitoring Agreement, upon delivery to the City of an invoice for such amounts; and to the City a Pro Rata Portion of the actual amounts incurred by the City in connection with any audit, investigation, or similar proceeding by the Internal Revenue Service concerning Redevelopment Project Area 7, the Redevelopment Project within Redevelopment Project Area 7 and/or the tax increment financing in connection therewith (the aggregate payments or reimbursements for this purpose shall not exceed \$[_____] in any calendar year, provided that expenses incurred in excess of \$[_____] in a given calendar year may be paid or reimbursed in future calendar years until paid in full);

Fourth, to the RPA 7 Series A Interest Sub-Account of the RPA 7 Series A Account of the Debt Service Fund, an aggregate amount sufficient to pay all or any portion of the past due interest owing as a result of deficiencies of moneys to pay interest due on Series A Notes on any prior Interest Payment Date;

Fifth, to the RPA 7 Series A Interest Sub-Account of the RPA 7 Series A Account of the Debt Service Fund, an aggregate amount sufficient to pay all of the accrued interest becoming due and payable on Series A Notes on such Interest Payment Date;

Sixth, to the RPA 7 Series A Redemption Sub-Account of the RPA 7 Series A Account of the Debt Service Fund, an amount sufficient to pay the principal of and interest on Series A Notes, subject to the special mandatory redemption provisions of Section 301(a) of the Supplemental Indenture on such Interest Payment Date;

Seventh, if RPA 7 Series A Notes have been issued but are no longer Outstanding, then to the Area-wide Account of the Revenue Fund for all Area-wide Notes then Outstanding to be used to pay the principal of and interest on, and all other fees, costs, transfers, and payments as set forth such Area-wide Notes; and

Eighth, if RPA 7 Series A Notes have been issued but are no longer Outstanding, then to the Area-wide Project Account of the Project Fund provided that in no event shall the cumulative amount deposited to the Area-wide Project Account exceed \$67,000,000 in the aggregate less the total principal amount of all Area-Wide Notes issued (exclusive of interest earnings therein).

(2) **As to Series B Accounts:** On each Interest Payment Date (or, if such date is not a Business Day, the immediately preceding Business Day), all amounts which, according to the Trustee's records, were on deposit in the RPA 7 Series B Accounts of the Revenue Fund on the fortieth (40th) day prior to such Interest Payment Date, shall be disbursed by the Trustee, drawing first from the RPA 7 Series B EATs Sub-Account and second from the RPA 7 Series B PILOTs Sub-Account of such RPA 7 Series B Account, for the purposes and in the amounts as follows:

First, to the United States of America, an amount sufficient to pay any arbitrage rebate owned under Section 148 of the Code, as directed in writing by the City in accordance with any Tax Compliance Agreement with respect to any Series B Notes that are Tax-Exempt Notes;

Second, to the Comptroller of the City an amount sufficient for payment of any fees and expenses incurred by the City in engaging an arbitrage rebate analyst in accordance with any Tax Compliance Agreement with respect to Series B Notes that are Tax-Exempt, plus an amount equal to the Pro Rata Portion of the City Fees, which shall be payable one-half to the Comptroller and one-half to the SLDC;

Third, to the Trustee or any Paying Agent, an amount equal to the Pro Rata Portion of any fees and expenses which are due and owing to the Trustee or any Paying Agent, upon delivery to the City of an invoice for such amounts (aggregate payments to the Trustee from all accounts in the Revenue Fund may not exceed \$[_____] in any calendar year); pay to the Monitor, an amount equal to the Pro Rata Portion of any fees and expenses which are due and owing to the Monitor under the Monitoring Agreement, upon delivery to the City of an invoice for such amounts; and to the City a Pro Rata Portion of the actual amounts incurred by the City in connection with any audit, investigation, or similar proceeding by the Internal Revenue Service concerning Redevelopment Project Area 7, the Redevelopment Project within Redevelopment Project Area 7 and/or the tax increment financing in connection therewith (the aggregate payments or reimbursements for this purpose shall not exceed \$[_____] in any calendar year, provided that expenses incurred in excess of \$[_____] in a given calendar year may be paid or reimbursed in future calendar years until paid in full);

Fourth, to the RPA 7 Series B Interest Sub-Account of the RPA 7 Series B Account of the Debt Service Fund, an aggregate amount sufficient to pay all or any portion of the past due interest owing as a result of deficiencies of moneys to pay interest due on Series B Notes on any prior Interest Payment Date;

Fifth, to the RPA 7 Series B Interest Sub-Account of the RPA 7 Series B Account of the Debt Service Fund, an aggregate amount sufficient to pay all of the accrued interest becoming due and payable on Series B Notes on such Interest Payment Date;

Sixth, to the RPA 7 Series B Redemption Sub-Account of the RPA 7 Series B Account of the Debt Service Fund, an amount sufficient to pay the principal of and interest on Series B Notes, subject to the special mandatory redemption provisions of Section 301(a) of the Supplemental Indenture on such Interest Payment Date;

Seventh, to the Area-wide Account of the Revenue Fund for all Area-wide Notes then Outstanding to be used to pay the principal of and interest on, and all other fees, costs, transfers, and payments as set forth such Area-wide Notes;

Eighth, to the RPA 7 Series B Account of the Project Fund for RPA 7 Redevelopment Project Area, provided that in no event shall the cumulative amounts deposited to the Series B Project Account exceed \$5.1 million less the total principal amount of all Series B Notes issued (exclusive of interest earnings therein); and

Ninth, to the Area-wide Project Account of the Project Fund provided that in no event shall the cumulative amount deposited to the Area-wide Project Account exceed \$67,000,000 in the aggregate less the total principal amount of all Area-Wide Notes issued (exclusive of interest earnings therein).

(c) **Transfers Upon Payment in Full of RPA 7 Notes.** Upon the payment in full of the principal of and interest on the RPA 7 Notes (or provision has been made for the payment thereof as specified in this Indenture), all amounts on deposit in the RPA 7 Account of the Revenue Fund shall be transferred as provided in Section 403(d) of the Original Indenture.

Section 404. Project Fund

(a) Upon the acceptance by the City of any Certificate of Reimbursable Redevelopment Project Costs, the acceptance by the City of a Certificate of Substantial Completion, and the issuance or endorsement of any Note pursuant to this Indenture, the Developer or Sub-Developer, as the case may be, shall be deemed to have advanced funds necessary to purchase the applicable RPA7 Notes and the City shall be deemed to have deposited such funds into the applicable Project Account of the Project Fund for such series of Notes and shall be deemed to have reimbursed the Developer or Sub-Developer in full for such costs from the amounts deemed to be on deposit therein.

(b) The money in the RPA 7 Series B Project Account of the Project Fund shall be disbursed by the Trustee from time to time (1) to pay debt service on the RPA 7 Series B Notes, and (2) to make reimbursements upon receipt of a written request of the Authorized City Representative, which contains the statements, representations and certifications set forth in the form of such request attached as **Exhibit C** to this Supplemental Indenture. Any moneys remaining on deposit in the the RPA 7 Series B Project Account of the Project Fund when the portion of the Redevelopment Project funded by the RPA 7 Series B Notes has been completed, as evidenced by a certificate delivered by the Authorized City Representative to the Trustee, shall be deposited into the RPA 7 Series B Redemption Sub-Account of the RPA 7 Account of the Debt Service Fund and shall be used to redeem the RPA 7 Series B Notes pursuant to the optional redemption provisions of **Section 301(b)** hereof on the earliest possible date.

(c) In making payments and disbursements pursuant to this Section, the Trustee may conclusively rely upon the written requests and accompanying certificates and statements. The Trustee is not required to make any independent investigation in connection with the matters set forth in the written requests. The approval of each disbursement request by an Authorized City Representative shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payment of the specified amounts from the RPA 7 Series B Project Account of the Project Fund have been satisfied.

ARTICLE V PARTICULAR COVENANTS AND PROVISIONS

Section 501. City to Issue RPA 7 Notes and Execute Supplemental Indenture. The City covenants that it is duly authorized under the laws of the State to execute and deliver this Supplemental Indenture, to issue the RPA 7 Notes, and to pledge

and assign the Trust Estate in the manner and to the extent set forth in the Indenture; that all action on its part for the execution and delivery of this Supplemental Indenture and the issuance of the RPA 7 Notes has been duly and effectively taken; and that the RPA 7 Notes in the hands of the Owners thereof are and will be valid and enforceable limited obligations of the City according to the import thereof.

Section 502. Covenant to Request Appropriations. The City covenants and agrees that the officer of the City at any time charged with the responsibility of formulating budget proposals is hereby directed to include in the budget proposal submitted to the Board of Aldermen of the City for each Fiscal Year that the RPA 7 Notes are Outstanding a request for an appropriation of the Available Revenues for transfer to the Trustee for deposit in the Revenue Fund at the times and in the manner provided in Section 403 hereof.

Section 503. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Supplemental Indenture, in the RPA 7 Notes and in all proceedings pertaining thereto.

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 601. Authority for Supplemental Indenture. This Supplemental Indenture is authorized pursuant to the provisions of and in accordance with Article X of the Original Indenture. Unless modified or amended by the terms of this Supplemental Indenture, all other provisions of the Original Indenture remain in full force and effect. All other terms and provisions of the Original Indenture are hereby ratified and confirmed. The City and the Trustee hereby acknowledge and agree that the execution and delivery of this Supplemental Indenture will not result in a breach of any of the terms of, or constitute a default under, the Original Indenture. The City and Trustee hereby further acknowledge and agree that to the best of their knowledge as of the date hereof, no event exists, which, with the passing of time or the giving of notice, or both, would constitute an Event of Default under the Original Indenture.

Section 602. Ratification of Original Indenture. Except as otherwise provided in this Supplemental Indenture, the provisions of the Original Indenture are hereby ratified, approved, confirmed, and incorporated herein and shall be applicable to the authorization, execution, authentication, issuance, redemption, payment, sale, and delivery of the RPA 7 Notes, the custody and the distribution of the proceeds and the security, payment, redemption, and enforcement of payment thereof.

Section 603. Severability. If any provision of this Supplemental Indenture is held or deemed to be invalid, inoperative, or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or Sections in this Supplemental Indenture contained shall not affect the remaining portions of this Indenture, or any part thereof.

Section 604. Execution in Counterparts; Electronic Transmission. This Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Trustee, the Developer, and the City agree that the transactions described herein may be conducted and related documents may be received or stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

Section 605. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State without reference to its conflict of laws principles.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, The City of St. Louis, Missouri, has caused this Supplemental Indenture to be signed in its name and behalf by its elected officials and its corporate seal to be hereunto affixed and attested by the City Register, all as of the date first above written.

APPROVED AS TO FORM

THE CITY OF ST. LOUIS, MISSOURI

By: _____

Michael Garvin
Interim City Counselor

Francis G. Slay
Mayor

ATTEST:

By: _____
Darlene Green
Comptroller

Parrie L. May
Register

[SEAL]

IN WITNESS WHEREOF, to evidence its acceptance of the trusts hereby created, UMB Bank, N.A., has caused these presents to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, all as of the date first above written.

UMB BANK, N.A., as Trustee

By: _____
Title: _____

[SEAL]

ATTEST

Title: _____

**CONSENT OF DEVELOPER
TO EXECUTION OF
SUPPLEMENTAL TRUST INDENTURE**

The undersigned authorized officer of St. Louis Innovation District, LLC, as developer under the herein defined Original Indenture (the "*Developer*"), hereby acknowledges the Developer's consent to the execution and delivery of the foregoing Supplemental Trust Indenture (the "*Supplemental Indenture*"), dated as of [_____], 2014, between The City of St. Louis, Missouri (the "*City*") and UMB Bank, N.A., as trustee (the "*Trustee*").

The undersigned waives the rights of the Developer with respect to the requirement for provision of forty-five days' written notice of the execution and delivery of the Supplemental Indenture as set forth in the Section 1003 of the Trust Indenture, dated as of [_____], 2014, between the City and the Trustee (the "*Original Indenture*"), and hereby holds the Trustee harmless therefore.

Dated this _____ day of _____, 2014.

ST. LOUIS INNOVATION DISTRICT, LLC,
a Missouri limited liability company

By: Center of Research, Technology and Entrepreneurial
Exchange, its sole member

By: _____
Dennis E. Lower, President and CEO

EXHIBIT A

LEGAL DESCRIPTION OF IKEA REDEVELOPMENT PROJECT AREA

[to be provided]

**EXHIBIT B
FORM OF RPA 7 NOTES**

THIS NOTE OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED, OR NEGOTIATED ONLY TO (A) THE DEVELOPER OR A RELATED ENTITY, (B) AN "ACCREDITED INVESTOR" UNDER RULE 501(A) OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, (C) A "QUALIFIED INSTITUTIONAL BUYER" UNDER RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, OR (D) ANY GENERAL BUSINESS CORPORATION OR ENTERPRISE WITH TOTAL ASSETS IN EXCESS OF \$50,000,000.

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

Registered
No. R-__

Registered
\$ _____
(See **Schedule A** attached)

\$ _____
THE CITY OF ST. LOUIS, MISSOURI
[TAXABLE] TAX INCREMENT REVENUE NOTES
(ST. LOUIS INNOVATION DISTRICT/RPA 7 PROJECT)
SERIES [20__][A][B]

Interest Rate: 4.5%

Maturity Date: [____], 2037

REGISTERED OWNER:

PRINCIPAL AMOUNT:

See SCHEDULE A attached hereto.

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 (the "City"), for value received, hereby promises to pay to the registered owner shown above, or registered assigns, the Principal Amount shown from time to time on **Schedule A** attached hereto on the Maturity Date shown above unless called for redemption prior to the Maturity Date, and to pay simple interest thereon from the effective date of registration shown from time to time on **Schedule A** attached hereto or from the most recent Interest Payment Date (as defined herein) to which interest has been paid or duly provided for at the fixed Interest Rate shown above. Interest on the Notes is computed for the actual number of days elapsed on the basis of a 360 day year consisting of twelve 30-day months. Interest shall be payable commencing on the first day of [_____] following issuance of this Note, and on each June 1 and December 1 (each, an "Interest Payment Date") thereafter until the earlier of the Maturity Date or the date on which this Note is paid in full.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Indenture (as hereinafter defined).

WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HEREON HAS BEEN PAID IN FULL, THE OBLIGATIONS OF THE CITY WITH RESPECT TO THIS NOTE TERMINATE ON THE EARLIER OF [____], 2037 OR DISSOLUTION OF THE SPECIAL ALLOCATION FUND FOR THE REDEVELOPMENT AREA AND TERMINATION OF THE DESIGNATION OF THE REDEVELOPMENT AREA AS A REDEVELOPMENT AREA PURSUANT TO A JUDGMENT BY ANY COURT OF COMPETENT JURISDICTION FOLLOWING EXPIRATION OR EXHAUSTION OF ALL RIGHTS OF APPEAL. REFERENCE IS MADE TO THE INDENTURE FOR A COMPLETE DESCRIPTION OF THE CITY'S OBLIGATIONS HEREUNDER.

The principal of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date hereof, upon presentation and surrender of this Note at the payment office of UMB Bank, N.A., St. Louis, Missouri (the "Trustee"). The interest payable on this Note on any Interest Payment Date shall be paid to the person in whose name this Note is registered on the Register at the close of business on the [fifteenth (15th) day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date] (the "Record Date"). Such interest shall be payable (i) by check or draft of the Trustee mailed to the person in whose name this Note is registered on the Note Register as of the commencement of business of the Trustee on the Record Date for such Interest Payment Date, or (ii) in the case of an interest

payment to any Owner of \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice to the Trustee from such Owner containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such Owner wishes to have such transfer directed. Except as otherwise provided in the Indenture, no principal on the Notes is payable unless the Owner thereof has surrendered such Notes at the payment office of the Trustee or such other office as the Trustee may designate. The principal or redemption price of and interest on the Notes shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Note is one of an authorized series of fully registered notes of the City designated “The City of St. Louis, Missouri, [Taxable Tax Increment Revenue Notes (St. Louis Innovation District/RPA 7 Project) Series A] [Tax-Exempt Tax Increment Revenue Notes (St. Louis Innovation District/RPA 7 Project) Series B]” issued in the aggregate principal amount of \$_____ (the “RPA 7 Series 20[___][A][B] Notes”). The RPA 7 Series [20___][A][B] Notes are being issued for the purpose of paying a portion of the redevelopment project costs in connection with the St. Louis Innovation District Tax Increment Financing (TIF) Redevelopment Plan dated October 15, 2012, as revised, under the authority of and in full compliance with the constitution and laws of the State of Missouri, including particularly the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865, inclusive, of the Revised Statutes of Missouri, as amended (the “TIF Act”), and pursuant to a Trust Indenture dated as of _____, 1, 2014, between the City and the Trustee, as amended by the Supplemental Trust Indenture dated as of _____, 1, 2014, and as the same may be further amended from time to time pursuant to the terms thereof (together, the “Indenture”).

Also authorized to be issued pursuant to the Indenture are:

(a) fully registered notes of the City designated “The City of St. Louis, Missouri, Tax Increment Revenue Notes (St. Louis Innovation District/RPA 1A(I) Project) Series 2014” in an aggregate principal amount not to exceed \$11,400,000, plus Issuance Costs (as defined herein) (the “RPA 1A(I) Series 2014 Notes”),

(b) fully registered notes of the City designated “The City of St. Louis, Missouri, Taxable Tax Increment Revenue Notes (St. Louis Innovation District/RPA 1A(II) Project) Series 2014A” in an aggregate principal amount not to exceed \$13,500,000, plus Issuance Costs (the “Escrow Notes”),

(c) fully registered notes of the City designated “The City of St. Louis, Missouri, Taxable Tax Increment Revenue Notes (St. Louis Innovation District/RPA 1A(II) Project) Series 2014B” in an aggregate principal amount not to exceed \$1,900,000, plus Issuance Costs (the “RPA 1A(II) Series 2014B Notes”),

(d) fully registered notes of the City designated “The City of St. Louis, Missouri, Subordinate Taxable Tax Increment Revenue Notes (St. Louis Innovation District/RPA 1A(II) Project) Series 2014C” in an aggregate principal amount not to exceed \$6,600,000, plus Issuance Costs (the “RPA 1A(II) Subordinate Series 2014C Notes”),

(e) fully registered notes of the City designated “The City of St. Louis, Missouri, Tax Increment Revenue Notes (St. Louis Innovation District/Area-wide Projects) Series 2014” in an aggregate principal amount not to exceed \$25,000,000, plus Issuance Costs (the “Area-wide Series 2014 Notes”),

(f) fully registered notes of the City designated “The City of St. Louis, Missouri, Tax Increment Revenue Notes (St. Louis Innovation District/RPA 7 Project) Series [20___][A][B]” in an aggregate principal amount which, together with the RPA 7 Series [20___][A][B] Notes, shall not exceed \$37,100,000, plus Issuance Costs (the “RPA 7 Series [20___][A][B] Notes”),

(g) fully registered notes of the City designated “The City of St. Louis, Missouri, Tax Increment Revenue Notes (St. Louis Innovation District/RPA [___] Project) Series 20[___][_]” (the “RPA [___] Series 20[___][_] Notes”) in an aggregate principal amount which, together with the herein defined RPA 1A(I) Series 2014 Notes, the Escrow Notes, the RPA 1A(II) Notes, the herein-defined Area-wide Notes, and the RPA 7 Notes shall not exceed \$167,000,000, plus Issuance Costs (this Note, the RPA 1A(I) Notes, the RPA 1A(II) Series 2014 Notes, and the RPA 7 Notes, are referred to herein as the “Redevelopment Project Notes”), and

(g) fully registered notes of the City designated “The City of St. Louis, Missouri, Tax Increment Revenue Notes (St. Louis Innovation District/Area-wide Projects) Series 20[___][_]” in an aggregate principal amount which, together with the Area-wide Series 2014 Notes shall not exceed \$67,000,000, plus Issuance Costs (together with the Area-wide Series 2014 Notes, the “Area-wide Notes”).

The RPA 1A(I) Series 2014 Notes and any other Notes, the proceeds of which are used to fund the

Redevelopment Project Costs of RPA 1A(I), are herein called the “*RPA 1A(I) Series 2014 Notes*.” The Escrow Notes, the RPA 1A(II) Series 2014B Notes, the RPA 1A(II) Subordinate Series 2014C Notes, and any other Notes, the proceeds of which are used to fund the Redevelopment Project Costs of RPA 1A(II), are herein called the “*RPA 1A(II) Notes*.” The RPA 7 Series A Notes and the RPA 7 Series B Notes are herein called the “*RPA 7 Notes*.” The Redevelopment Project Notes and the Area-wide Notes are herein called the “*Notes*.”

The Notes shall not constitute debts or liabilities of the City, the State of Missouri, or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction. None of the City, the Tax Increment Financing Commission of the City of St. Louis, Missouri, the Commissioners of said Commission, the officers and employees of the City, or any person executing the Notes shall be personally liable for such obligations by reason of the issuance thereof.

The Notes and the interest thereon shall be special, limited obligations of the City payable solely from the Pledged Revenues and other moneys pledged thereto and held by the Trustee as provided in the Indenture, and are secured by a transfer, pledge, and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Owners of the Notes, as provided in the Indenture.

As used herein, the following terms have the meanings assigned below:

“*Economic Activity Tax Revenues*” or “*EATs*” has the meaning ascribed to the term “economic activity taxes” in Sections 99.805 and 99.845.3 of the TIF Act.

“*Payments in Lieu of Taxes*” or “*PILOTs*” has the meaning ascribed to the term “payments in lieu of taxes” in Section 99.805 of the TIF Act.

“*Pledged Revenues*” means all moneys held in (a) the RPA 7 Series 20[][A][B] PILOTs Sub-Account of the RPA 7 Account in the Revenue Fund and in the RPA 7 Series 20[][A][B] EATs Sub-Account of the RPA 7 Account in the Revenue Fund for RPA 7, together with investment earnings thereon, and (b) the RPA 7 Series 20[][A][B] Principal Sub-Account of the RPA 7 Account in the Debt Service Fund, the RPA 7 Series 20[][A][B] Interest Sub-Account of the RPA 7 Account in the Debt Service Fund, and the RPA 7 Series 20[][A][B] Redemption Sub-Account of the RPA 7 Account in the Debt Service Fund, together with investment earnings thereon.

Redemption Provisions.

This Note is subject to special mandatory redemption in whole or in part, by the City on each June 1 at a redemption price equal to one hundred percent (100%) of the amount of principal being redeemed, in an amount based on the amount which is on deposit in the RPA 7 Series 20[][A][B] Redemption Sub-Account of the RPA 7 Account of the Debt Service Fund forty (40) days prior to such June 1 or, if such date is not a Business Day, the immediately preceding Business Day and which will not be required for the payment of interest on such date, all as further set forth in this Note.

This Note is subject to optional redemption by the City, at the direction of the Authorized Developer Representative and with the prior written consent of one hundred percent (100%) of the Owners of this and the other Outstanding RPA 7 Series 20[][A][B] Notes (which consent may be withheld in the sole and absolute discretion of such Owners), in whole or in part at any time at a redemption price of one hundred percent (100%) of the principal amount of this Note to be redeemed, plus accrued interest thereon to the date fixed for redemption; provided that no optional redemption shall occur in any calendar year with respect to this and the other Outstanding RPA 7 Series 20[][A][B] Notes until the special mandatory redemption, if any, for such Notes pursuant to Section 301(a) of the Supplemental Indenture has occurred on June 1 of such year.

Unless waived by any Owner of Notes to be redeemed, official notice of any optional redemption of any Note shall be given by the Trustee on behalf of the City by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the Owner of the Note or Notes to be redeemed at the address shown on the Register; provided, however, that failure to give such notice by mailing as aforesaid to any Owner or any defect therein as to any particular Note shall not affect the validity of any proceedings for the redemption of any other Notes. Notice of redemption having been given as aforesaid, and provided that moneys or Government Securities are on deposit with the Trustee to effect the required redemption, the Notes or the portions of the principal amount of Notes thus called for redemption shall cease to bear interest on the specified redemption date, provided moneys sufficient for the payment of the redemption price are on deposit at the place of payment at the time, and shall no longer be entitled to the protection, benefit or security of the Indenture and shall not be deemed to be Outstanding under the provisions thereof.

The Notes shall be issuable as fully registered Notes in Authorized Denominations.

Notes shall be redeemed shall be redeemed only in Authorized Denominations. When less than all of the Outstanding Notes are to be redeemed and paid prior to maturity, such Notes or portions of Notes to be redeemed shall be selected in Authorized Denominations by the Trustee in such equitable manner as it may determine.

This Note may be transferred or exchanged, as provided in the Indenture, only upon the Register, upon surrender of this Note together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or the registered owner's duly authorized agent. EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, THE OWNER HEREOF EXPRESSLY AGREES, BY SUCH OWNER'S ACCEPTANCE HEREOF, THAT THE RIGHT TO TRANSFER, ASSIGN, OR NEGOTIATE THIS NOTE SHALL BE LIMITED TO TRANSFER, ASSIGNMENT, OR NEGOTIATION TO (A) THE DEVELOPER OR A RELATED ENTITY (AS DEFINED HEREIN), (B) AN "ACCREDITED INVESTOR" UNDER RULE 501(A) OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, (C) A "QUALIFIED INSTITUTIONAL BUYER" UNDER RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, OR (D) ANY GENERAL BUSINESS CORPORATION OR ENTERPRISE WITH TOTAL ASSETS IN EXCESS OF \$50,000,000. Accordingly, this Note will be transferable only upon prior delivery to the Trustee of a letter in substantially the form attached to the Supplemental Indenture as Exhibit D, signed by the transferee, showing that such transferee satisfies such requirements. After the Trustee receives the foregoing statement, a new Note of the same maturity and in the same principal amount outstanding as the Note which was presented for transfer or exchange shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City and the Trustee may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Note shall not be valid or binding on the City or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions, and things required to exist, happen, and be performed precedent to and in the issuance of the Notes have existed, happened and been performed in due time, form, and manner as required by law.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, THE CITY OF ST. LOUIS, MISSOURI has executed this Note by causing it to be signed by the manual or facsimile signature of its Mayor, Comptroller, and Treasurer and attested by the manual or facsimile signature of its City Register, and its official seal to be affixed or imprinted hereon, and this Note to be dated as of the effective date of registration as shown on **Schedule A** attached hereto.

APPROVED AS TO FORM

THE CITY OF ST. LOUIS, MISSOURI

By: _____
Michael Garvin, Interim City Counselor

By: _____
Francis G. Slay
Mayor

ATTEST:

By: _____
Darlene Green
Comptroller

Parrie L. May
Register

[SEAL]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Print or Type Name, Address and Social Security Number or other Taxpayer Identification Number of Transferee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer

- (2) Limited to advances in Authorized Denominations.

EXHIBIT C

Request No. _____

Date: _____

**WRITTEN REQUEST FOR DISBURSEMENT
 FROM RPA 7 SERIES [20__]B PROJECT ACCOUNT OF THE PROJECT FUND
 TAX INCREMENT REVENUE NOTES
 (ST. LOUIS INNOVATION DISTRICT/RPA 7 PROJECT)
 SERIES 20[__]B**

To: UMB Bank, N.A.
 2 South Broadway, Suite 600
 St. Louis, Missouri 63102
 Attention: Corporate Trust Department,
 as Trustee under the Trust Indenture dated as of [_____] 1, 2014 (the "Original Indenture") between The City of St. Louis, Missouri (the "City") and UMB Bank, N.A., as amended and supplemented by the Supplemental Trust Indenture dated as of [_____] 1, 2014 (the "Supplemental Indenture" and, together with the Original Indenture, the "Indenture")

Pursuant to **Section 405(b)** of the Original Indenture and Section 404(a) of the Supplemental Indenture, the City requests payment from the RPA 7 Series B Project Account of the Project Fund in accordance with this request and said Sections and hereby states and certifies as follows:

1. The date and number of this request are as set forth above.
2. All terms in this request shall have and are used with the meanings specified in the Indenture.
3. The names of the persons, firms, or corporations to whom the payments requested hereby are due, the amounts to be paid and the general classification and description of the costs for which each obligation requested to be paid hereby was incurred are as set forth on **Attachment I** hereto.
4. Each item listed on **Attachment I** is presently due and payable and is payable or reimbursable under the Indenture and each item thereof is a proper charge against the RPA 7B Account of the Project Fund.
5. Each item listed on **Attachment I** has not previously been paid or reimbursed from moneys in the RPA 7 Series B Project Account of the Project Fund and no part thereof has been included in any other Written Request for Disbursement previously filed with the Trustee under the provisions of the Indenture or reimbursed from moneys in the RPA 7 Series B Project Account of the Project Fund.
6. There has not been filed with or served upon the City any notice of any lien, right to a 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.
7. 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.
8. All work for which payment or reimbursement is requested has been performed in accordance with the plans and specifications therefor.

THE CITY OF ST. LOUIS, MISSOURI

BY: _____
 Authorized City Representative

ATTACHMENT I

**WRITTEN REQUEST FOR DISBURSEMENT
FROM RPA 7 SERIES [20__]B PROJECT ACCOUNT OF THE PROJECT FUND
TAX INCREMENT REVENUE NOTES
(ST. LOUIS INNOVATION DISTRICT/RPA 7 PROJECT)
SERIES [20__]B**

REQUEST NO. _____

DATED _____

SCHEDULE OF PAYMENTS REQUESTED

Person, firm, or corporation to who payment is due or was made	Amount to be paid	General classification and description of the Reimbursable Redevelopment Project Costs for which the obligation to be paid was incurred
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EXHIBIT DPURCHASER'S LETTER OF REPRESENTATIONS

_____, 20__

City of St. Louis, Missouri
City Hall
Tucker and Market Streets
St. Louis, Missouri 63103
Attention: Mayor, Room 200
Attention: Treasurer, Room 220
Attention: City Counselor, Room 314

St. Louis Development Corporation
1520 Market Street, Suite 2000
St. Louis, MO 63103
Attention: Executive Director

City of St. Louis, Missouri
1520 Market Street, Suite 3005
St. Louis, MO 63103
Attention: Deputy Comptroller

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attention: Corporate Trust Department

Re: The City of St. Louis, Missouri [Taxable Tax Increment Revenue Notes (St. Louis Innovation District/RPA 7 Project), Series A] [Tax-Exempt Tax Increment Revenue Notes (St. Louis Innovation District/RPA 7 Project), Series B]

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to the [purchase][receipt of assignment] by the undersigned of up to \$_____ principal amount of [Taxable Tax Increment Revenue Notes, (St. Louis Innovation District/RPA 7 Project), Series A] [Tax-Exempt Tax Increment Revenue Notes, (St. Louis Innovation District/RPA 7 Project), Series B] (the "*RPA 7 Series [20__][A][B] Notes*"), issued by The City of St. Louis, Missouri (the "*City*"). The Series RPA 7 Series [20__][A][B] Notes are secured in the manner set forth in Ordinance No. 69525 of the City adopted on July 12, 2013 and Ordinance No. [_____] of the City adopted on [_____] 2014, and the Trust Indenture dated as of _____ 1, 2014, between the City and UMB Bank, N.A., as trustee, as amended and supplemented by the Supplemental Trust Indenture dated as of _____, 2014 (together, the "*Indenture*"). The undersigned hereby represents to each of you and agrees with each of you, as follows:

1. The undersigned is [the Developer or a Related Entity (as defined in the Indenture)] [an "*accredited investor*" under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933] [a "qualified institutional buyer" under Rule 144a promulgated under the Securities Act of 1933] [a general business corporation or enterprise with total assets in excess of \$50,000,000].

2. The undersigned acknowledges that the City has not made any representation or warranty concerning the accuracy or completeness of any information furnished in connection with the purchase by the undersigned of the RPA 7 Series [20__][A][B] Notes. Accordingly, the undersigned has not relied upon the City as to the accuracy or completeness of such information. As a sophisticated investor, the undersigned has made its own decision to purchase the RPA 7 Series [20__][A][B] Notes is based solely upon its own inquiry and analysis.

3. The undersigned understands that the RPA 7 Series [20__][A][B] Notes do not constitute an indebtedness of the City or a loan or credit thereof within the meaning of any constitutional or statutory debt limitation or restriction.

4. The undersigned is familiar with and has counsel who are familiar with the federal and state legislation, rules, regulations, and case law pertaining to the transfer and distribution of securities, including, but not limited to, disclosure obligations of the seller incident to any such transfer or distribution. The undersigned hereby covenants and agrees that the undersigned will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage, or dispose of the RPA 7 Series [20__][A][B] Notes or any interest therein in violation of applicable federal or state law or in violation of restrictions on sale, assignment, negotiation, or transfer of the RPA 7 Series [20__][A][B] Notes as set forth in **paragraph 6** below.

5. The undersigned is [purchasing][accepting assignment of] the RPA 7 Series [20__][A][B] Notes for its own account for investment (and not on behalf of another) and[, other than a contemplated pledge of the RPA 7 Series [20__][A][B] Notes], has no present intention of reselling the RPA 7 Series [20__][A][B] Notes or dividing its interest therein. Notwithstanding the foregoing, the undersigned has the right to sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage, or dispose of the RPA 7 Series [20__][A][B] Notes at some future date determined by it, provided that such disposition is not in violation of restrictions on sale, assignment, negotiation or transfer of the RPA 7 Series [20__][A][B] Notes as set forth in paragraph 6 below.

6. The undersigned acknowledges that the right to sell, assign, negotiate, or otherwise transfer the RPA 7 Series [20__][A][B] Notes shall be limited to (a) the Developer or a Related Entity (as defined in the Indenture), (b) an "accredited investor" under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, (c) a "qualified institutional buyer" under Rule 144a promulgated under the Securities Act of 1933, or (d) a general business corporation or enterprise with total assets in excess of \$50,000,000.

7. The undersigned agrees to indemnify and hold you harmless from any and all claims, judgments, attorneys' fees, and expenses of whatsoever nature, whether relating to litigation or otherwise, resulting from any attempted or affected sale, offer for sale, pledge, transfer, conveyance, hypothecation, mortgage, or disposition of the RPA 7 Series [20__][A][B] Notes in violation of this letter.

8. The undersigned has satisfied itself that the RPA 7 Series [20__][A][B] Notes may be legally purchased[assigned to] by the undersigned.

Sincerely,

as [Purchaser][Assignee]

By: _____
Title: _____

Approved: March 26, 2014

ORDINANCE #69724
Board Bill No. 322

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel in the eastern 188.11' of the 20 foot wide east/west alley in City Block 938 as bounded by Delmar, 21st, Lucas and 22nd in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

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

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

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

are, upon the conditions hereinafter set out, vacated.

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

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

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

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

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

SECTION SEVEN: The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

SECTION EIGHT: In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified. Owner(s) must have curbing cobblestones returned to the Department of Streets in good condition.

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

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

SECTION TEN: An affidavit stating that all of the conditions be submitted to the Director of Streets for review of compliance with conditions 365 days (1 year) from the date of the signing and approval of this ordinance. Once the Director of

Streets has verified compliance, the affidavit will be forwarded to the Board of Public Service for acceptance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

Approved: March 26, 2014

ORDINANCE #69725
Board Bill No. 329

An ordinance recommended by the Board of Public Service to conditionally vacate above surface, surface and sub-surface rights for vehicle, equestrian and pedestrian travel in the remaining 99.90' ± .01' of the 15 foot wide east/west alley in City Block 4591-W as bounded by Oakland Avenue, Oakview Place, Berthold Avenue, Hampton Avenue and Clayton Avenue in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

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

A tract of land being part of a 15 feet wide alley, located in City Block 4591-W of the City of St. Louis, Missouri being more particularly described as follows:

Commencing at the intersection of the Western line of Oakview Place with the Northern line of Berthold Avenue; thence along the western line of Oakview Place North 07 degrees 32 minutes 00 seconds East, a distance of 336.58 feet to the point of intersection with the Southern line of a 15-foot wide alley, said point being the POINT OF BEGINNING of the tract herein described; thence along the Southern line of said alley North 82 degrees 32 minutes 15 seconds West, a distance of 99.89 feet to the Southeast corner of an alley vacated by Ordinance 69506; thence along the eastern line of said vacated alley North 07 degrees 27 minutes 45 seconds East, a distance of 15.00 feet to the Northern line of the aforesaid 15-foot wide alley; thence along said North line South 82 degrees 32 minutes 15 seconds East, a distance of 99.91 feet to the intersection with the aforesaid Western line of Oakview Place; thence along said Western line South 07 degrees 32 minutes 00 seconds West, a distance of 15.00 feet to the Point of Beginning and containing 1,498 square feet or 0.034 acre more or less.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: TPH Holding and Burger Chef Systems, Inc. will consolidate proposed vacated area for redevelopment.

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

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

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

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

SECTION SEVEN: The owners may secure the removal of all or any part of the facilities of a utility, governmental service

entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

SECTION EIGHT: In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified. Owner(s) must have curbing cobblestones returned to the Department of Streets in good condition.

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

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

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

Approved: March 26, 2014

**ORDINANCE #69726
Board Bill No 330**

An ordinance recommended by the Board of Public Service to conditionally vacate above surface, surface and sub-surface rights for vehicle, equestrian and pedestrian travel in 1) the southernmost 159.355' ± 3.755' of the 15 foot wide north/south alley in City Block 576 as bounded by Cass, 10th, O'Fallon and Tucker/13th and 2) the excess portion of 13th/Tucker abutting City Block 576 in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

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

A tract of land being part of 13th Street, Tucker Boulevard and an alley located in City Block 576 of the City of St. Louis, Missouri, and more particularly described as follows:

Commencing at the intersection of the east right of way line of 13th (98 foot wide) Street with the south line of land now or formerly of Mariano A Costello, as recorded by Deed in Book 1148, Page 1664 of the St. Louis City Recorder's Office; thence along said South line, South 75 degrees 08 minutes 24 seconds East, a distance of 5.00 feet to the true point of beginning of the hereinafter described street vacation; thence continuing along said South line, South 75 degrees 08 minutes 24 seconds East, a distance of 109.50 feet to the West right of way line of North-South alley in City Block 576; thence along said West right of way line, the following courses and distances; North 74 degrees 53 minutes 28 seconds East, a distance of 15.01 feet; and North 14 degrees 54 minutes 42 seconds East, a distance of 155.60 feet to the North line of land now or formerly of Northside Regeneration, LLC as recorded by Deed in Book 12312012, Page 97 of said Recorder's Office; thence along the eastern prolongation of said North line, South 75 degrees 11 minutes 50 seconds East, a distance of 15.00 feet to the East right of way line of the aforementioned alley; thence along

said East right of way line, South 14 degrees 54 minutes 42 seconds West, a distance of 163.11 feet to the South line of land now or formerly of Northside Regeneration, LLC as recorded by Deed in Book 12152009, Page 81 of said Recorder's Office; thence along said south line and West line of said of Northside Regeneration, LLC, the following courses and distances: South 75 degrees 08 minutes 24 seconds East, a distance of 127.50 feet; South 14 degrees 59 minutes 07 seconds West, a distance of 6.00 feet; and South 41 degrees 44 minutes 24 seconds West, a distance of 112.85 feet to the East line of the hereinafter described street vacation; thence along said street vacation the following courses and distance: along a curve to the left, having a radius of 609.50 feet, with a central angle of 10 degrees 01 minutes 58 seconds (which chord bears South 42 degrees 32 minutes 03 seconds West, a chord distance of 106.59 feet) through an arc distance of 106.73 feet; along a reverse curve to the right, having a radius of 35.00 feet, with a central angle of 98 degrees 58 minutes 51 seconds (which chord bears South 87 degrees 00 minutes 29 seconds West, a chord distance of 53.22 feet) through an arc distance of 60.46 feet; along a compound curve to the right, having a radius of 110.00 feet, with a central angle of 31 degrees 56 minutes 00 seconds (which chord bears North 27 degrees 32 minutes 06 seconds West, a chord distance of 60.52 feet) through an arc distance of 61.31 feet; North 11 degrees 34 minutes 06 seconds West, a distance of 49.55 feet; North 01 degrees 52 minutes 35 seconds East, a distance of 25.81 feet; North 11 degrees 34 minutes 06 seconds West, a distance of 92.42 feet; North 78 degrees 25 minutes 54 seconds East, a distance of 3.00 feet; North 11 degrees 34 minutes 06 seconds West, a distance of 15.06 feet; and North 14 degrees 54 minutes 42 seconds East, a distance of 5.57 feet to the true Point of Beginning; The above described street vacation contains 38,560 square feet and is based upon an actual boundary survey executed by Cole and Associates, Inc. during the month of August, 2013 and is subject to all easements, restrictions, reservations and conditions of record, in any.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: 1312 LLC proposes to use vacated areas to consolidate property for redevelopment.

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

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

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

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

SECTION SEVEN: The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

SECTION EIGHT: In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified. Owner(s) must have curbing cobblestones returned to the Department of Streets in good condition.

SECTION NINE: This ordinance shall be ineffective unless within three hundred sixty (360) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed three (3) days prior to the affidavit submittal date as specified in the last section of this ordinance, the owner(s) of the area to be vacated must fulfill the following monetary requirements,

if applicable, as specified by the City of St. Louis Agencies listed below. All monies received will be deposited by these agencies with the Comptroller of the City of St. Louis.

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

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

Approved: March 26, 2014