

**ORDINANCE #65441**  
**Board Bill No. 140**  
**Committee Substitute**

**AN ORDINANCE CONFIRMING AND UPDATING THE FINDING THAT CERTAIN BLIGHTED AREAS AS DEFINED IN CHAPTER 11.06 OF THE REVISED CODE OF THE CITY OF ST. LOUIS, MISSOURI EXIST IN THE CITY OF ST. LOUIS AND THAT THE REDEVELOPMENT OF SUCH AREAS IS NECESSARY AND IN THE PUBLIC INTEREST UNDER CHAPTER 353 OF THE REVISED STATUTES OF MISSOURI, 2000, AS AMENDED, AND UNDER SAID ORDINANCE, AND IS IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS AND GENERAL WELFARE OF THE PEOPLE OF THE CITY OF ST. LOUIS; AND APPROVING THE DEVELOPMENT PLAN SUBMITTED FOR THE REDEVELOPMENT OF THAT CERTAIN TRACT OF LAND IN THE MCREE TOWN REDEVELOPMENT AREA, WHICH AREA HAS BEEN FOUND TO BE BLIGHTED BY THE CITY AND WHICH AREA SHOULD BE REDEVELOPED IN THE PUBLIC INTEREST, SAID TRACT BEING DESCRIBED IN EXHIBIT A; FINDING THAT THE EXERCISE OF EMINENT DOMAIN BY THE DEVELOPER IS NECESSARY AND IN THE PUBLIC INTEREST; AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF ST. LOUIS WITH THE DEVELOPER; SETTING FORTH THE TERMS AND CONDITIONS OF SAID AGREEMENT: INCORPORATING BY REFERENCE CHAPTER 353, REVISED STATUTES OF MISSOURI 2000, AS AMENDED, AND CONTAINING A SEVERABILITY CLAUSE,**

**WHEREAS**, The Redevelopment Area was previously designated "blighted" under Chapter 353 of the Missouri Revised Statutes, as amended, as part of the "Samuel McRee (I-44) Redevelopment" Area (Ordinance 58506), which was approved February 26, 1982 and the "Midtown Medical Center Redevelopment" Area (Ordinance 56717) which was approved April 25, 1974. In addition, a roughly 2-acre portion of the Redevelopment Area near the intersection of Lafayette Avenue and Vandeventer Avenue was blighted in 1989 under Chapter 99 (Ordinance 61681) and Chapter 100 (Ordinance 61682). Finally, in 1996 a single lot located at 4351 Lafayette Avenue was blighted under Chapter 99 (Ordinance 64022); and

**WHEREAS**, a study updating the ongoing conditions of blight in the Redevelopment Area was performed. Conclusive evidence of physical, social, and economic conditions of blight clearly continues to exist in the Redevelopment Area, as delineated by Chapter 353 RSMO and in the City of St. Louis Ordinance 49583, as amended. In fact, in most respects, the Redevelopment Area has declined further since its "blight" designations in 1974 and 1982. Field research shows that the general structural conditions of the buildings in the Redevelopment Area demonstrate physical blight. Nearly 56 percent of the buildings require extensive repair or are beyond repair. The U.S. Census data and field research show substantial population decline, low median family income, very limited new or rehabilitated housing units. Within the Census tract, only 35 housing units remain owner-occupied. There was a decline of 74 percent in the number of owner-occupied housing units from 1970 to 1990. The loss in owner occupancy negatively impacts neighborhood stability and private residential investment; and

**WHEREAS**, McRee Town Redevelopment Corporation, did submit a Development Plan (the "Development Plan") for the redevelopment of the McRee Town Redevelopment Area, described in Exhibit A hereto, and referred to in hereinafter as "Redevelopment Area" in accordance with the provisions of Ordinance No. \_\_\_\_\_, [Board Bill No. \_\_\_\_]; and

**WHEREAS**, McRee Town Redevelopment Corporation (hereinafter "Developer") is an urban redevelopment corporation formed and existing under Chapter 353, R.S.Mo. 2000, having been incorporated on May 5, 1999; and

**WHEREAS**, the Development Plan has been presented to and recommended by the Planning Commission of the City of St. Louis to this Board for review and approval; and

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

**WHEREAS**, this Board has duly considered the recommendation of the Planning Commission; and

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

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

**WHEREAS**, the Planning Commission of the City of St. Louis did conduct an open meeting and public hearing on October 3, 2001; and

**WHEREAS**, the Planning Commission, at a meeting on November 3, 2001, did conduct an open meeting for the purpose of reviewing and evaluating the Development Plan so submitted, including certain modifications set forth in Appendix IV and did duly transmit its positive recommendation on the Plan, as modified, to the Mayor and the Board of Alderman; and

**WHEREAS**, the Board of Alderman finds that the redevelopment of the Redevelopment Area by Developer in accordance with its Development Plan (hereinafter "Development Plan") is in the public interest and serves a public purpose; and

**WHEREAS**, the Board of Alderman finds that the Development Plan complies with all requirements of Chapter 11.06 of the Revised Code of the City of St. Louis; and

**WHEREAS**, Developer has complied with all the requirements imposed upon it by Chapter 353, R.S.Mo. 2000; and

**WHEREAS**, there have been no improvements in the Redevelopment Area since the passage and approval of Ordinance No. \_\_\_\_\_, [Board Bill No. \_\_\_\_\_], to change the blighted character of the Redevelopment Area, as shown by the study entitled "Updated Data and Analysis on Conditions of Blight for McRee Town Redevelopment Area" submitted by Developer to the City Planning Commission on June 18, 2001;

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

**Section 1:** There continues to exist within the City of St. Louis certain blighted areas as defined by Section 353.020 of the Revised Statutes of Missouri, 2000, as amended, and by Chapter 11.06 of the Revised Code of the City of St. Louis, Missouri, described in Exhibit A attached hereto.

**Section 2:** The redevelopment of such area, as provided by Chapter 353, Revised Statutes of Missouri, 2000, and Chapter 11.06 of the Revised Code of the City of St. Louis, Missouri, is necessary and in the public interest under said Chapter 353, as amended, and under said Chapter 11.06 of the Revised Code of the City of St. Louis, and is necessary in the interest of the public health, safety, morals and general welfare of the people of the City of St. Louis.

**Section 3:** It is hereby determined, found and declared that the Development Plan, attached hereto as Exhibit B and incorporated herein by reference, submitted by McRee Town Redevelopment Corporation for the redevelopment of the Redevelopment Area is in the public interest and as such is approved in accordance with provisions of this ordinance.

**Section 4:** The Redevelopment Area is that certain tract of land being described in Exhibit A attached hereto and incorporated herein by reference.

**Section 5:** The Board of Alderman has reviewed the previous designation of the Redevelopment Area as blighted area and hereby finds and declares that said Redevelopment Area continues to be and is now a blighted area as defined in Section 353.020, R.S.Mo. 2000, As Amended and as set forth in Ordinance No. \_\_\_\_\_, [Board Bill No. \_\_\_\_\_].

**Section 6:** It is found, determined and declared that there exists a necessity for the granting of the power of eminent domain to the Developer, that the granting of such power of eminent domain is in the public interest and serves the public purposes expressed Ordinance No. \_\_\_\_\_, [Board Bill No. \_\_\_\_\_], and Chapter 353, R.S.Mo. 2000, and that there is hereby granted to the Developer a Certificate of Public Convenience and Necessity authorizing and empowering it to acquire by eminent domain or otherwise, in its name, or in the name of and on behalf of the City, all or part of the real property, or any interest therein, in the Redevelopment Area; provided, however, the Developer shall have the right to acquire by eminent domain only the parcels

as set forth in the Development Plan. The Developer shall have the authority and power of eminent domain as set forth in Section 353.130, R.S.Mo. 2000, as amended; provided, however, the Developer shall only have the right to acquire by eminent domain the parcels as delineated in the Development Plan.

**Section 7:** The Mayor of the City of St. Louis shall be and is hereby authorized and directed to enter into and perform on behalf of the City, an agreement by and between said City and the Developer, its successors and assigns, in substantially the same form as set forth in Exhibit C. In the event of any conflicts or differences between the provisions of the Development Plan and the Development Agreement hereinafter recited, the Development Agreement shall govern and said Development Plan shall be deemed, to be amended accordingly.

**Section 8:** The Agreement attached hereto as Exhibit C denominated "Development Agreement," is incorporated by reference and made a part of this ordinance as if fully set forth herein.

**Section 9:** The sections of this ordinance shall be severable. In the event 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 this ordinance are so essentially and inseparably connected with, and so dependent upon, the void sections, that it cannot be presumed that the Board of Alderman 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. If any part of this ordinance regarding the rights of Developer are found invalid or unconstitutional, Developer shall thereafter at its election have the right to be released from the Development Agreement herein contained,

**Section 10:** The provisions of Chapter 353, R.S.Mo. 2000, and Ordinance No. \_\_\_\_\_ [Board Bill No. \_\_\_\_\_], are incorporated herein by reference.

**Section 11:** If the Redevelopment Area is not acquired within the period provided for in the Development Agreement, the redevelopment rights, including eminent domain, shall automatically expire.

**Section 12:** This ordinance shall be in full force and effect from and after its passage and approval according to law.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
Date of Approval

ATTEST:  
\_\_\_\_\_  
CITY CLERK

**EXHIBIT A**  
**LEGAL DESCRIPTION**

A tract of land containing approximately 90 acres (including rights-of-way) incorporating the following City Blocks located in the City of St. Louis, Missouri, 4961, 4962, 4963, 4964, 4969, 4970, 4971, 4972, 4974, 5197, 5438, 5441, 5442, and 5445; and specifically described as follows:

Beginning at the intersection of the centerline of 39<sup>th</sup> Street with the southern line of Lafayette Avenue, west along the southern line of Lafayette Avenue to the centerline of Vandeventer Avenue, generally northeast along the centerline of Vandeventer Avenue to the centerline of Tower Grove Avenue, south along the centerline of Tower Grove Avenue to the centerline of Folsom Avenue, east along the centerline of Folsom Avenue to the centerline of 39<sup>th</sup> Street, south along the centerline of 39<sup>th</sup> Street to the southern line of Lafayette Avenue, the point of origin.

EXHIBIT B  
MCREE TOWN REDEVELOPMENT PLAN  
Prepared for  
MCREE TOWN  
REDEVELOPMENT CORPORATION

Prepared for  
CITY OF ST. LOUIS

SEPTEMBER 26, 2001  
AS SUPPLEMENTED  
NOVEMBER 7, 2001

June 18, 2001  
Mr. Don Roe  
Community Planning Administration  
1015 Locust Street, 12<sup>th</sup> Floor  
St. Louis, Missouri 63101

RE: McRee Town Redevelopment Plan (the "Plan")

Dear Mr. Roe:

McRee Town Redevelopment Corporation is pleased to submit this Development Plan for the revitalization of a portion of the McRee Town area. The McRee Town site is generally bounded by Folsom Avenue on the north, 39<sup>th</sup> Street on the east, Lafayette Avenue on the south, and Vandeventer Avenue on the west.

If you have any questions, or if there is a need for further information, please feel free to contact me.

Thank you.

Sincerely,

FOR THE BOARD OF DIRECTORS

Dell Breeland

Enclosure

cc: Alderman: Stephen Conway  
Alderman: Joseph Roddy  
Barbara Geisman, Deputy Mayor for Economic Development, City of St. Louis

**A. DESCRIPTION OF THE PROJECT**

**i. INTRODUCTION**

The subject of this submission is a Chapter 353 blighted area, which shall hereinafter be referred to as the McRee Town 353 Redevelopment Area (the "Redevelopment Area").\* This area is generally bounded by Folsom Avenue on the north, 39<sup>th</sup> Street on the east, Lafayette Avenue on the south, and Vandeventer Avenue on the west. The Redevelopment Area represents one of four neighborhoods that comprise a larger planning area known as the Garden District. The Redevelopment Area, which contains approximately 90 acres of land (including street rights-of-way), has experienced significant disinvestment since 1970. During this period, the population within the Redevelopment Area is estimated to have decreased by more than 30% and the physical condition of the housing stock has deteriorated significantly. The total number of residential units has decreased by 25% and the vacancy rate has increased from 9% to over 32%. The Redevelopment Area represents an important opportunity to fill a significant development void while building on the strengths of the revitalized Grand Center to the east, and Forest Park Southeast Neighborhood to the north.

\* An "Update of Data and Analysis on Conditions of Blight for McRee Town Redevelopment Area" was prepared in the Fall of 2000 and is incorporated herein by reference.

### Redevelopment Area Location

**Ongoing Planning Process for the Garden District**—McRee Town is one of four neighborhoods that comprise the Garden District (see Exhibit 2). Over the past several years, residents and key businesses and institutional stakeholders have engaged in a planning process for the neighborhoods which comprise the Garden District. This process has provided a new sense of energy and direction for the stabilization and strengthening of the four neighborhoods and the attraction of private and public investment.

The revitalization of the McRee Town neighborhood, which coincides with the Redevelopment Area, was identified as one of the major goals of the plan that evolved from the planning process. Although the plan discussed the desire to encourage conservation and renovation within McRee Town, it also recognized the importance to the entire Garden District of creating significant new development opportunities within McRee Town, especially to the east of Thurman Avenue.

**2. Stable Neighboring Development**—The Redevelopment Area is surrounded by stable neighboring development. To the west and north are well-established warehouse and manufacturing uses. To the east is the Tiffany neighborhood, where significant rehabilitation has occurred as part of the Midtown Medical Center Redevelopment Area. To the south is I-44 and the balance of the Garden District.

**3. Good Interstate and Local Access**—I-44, which runs along the southern edge of the Redevelopment Area, provides excellent access to downtown St. Louis, as well the entire St. Louis region. The recent creation of a full diamond interchange at Vandeventer Avenue significantly enhances the attractiveness of the Redevelopment Area for both residential and non-residential development.

Vandeventer Avenue, which forms the western boundary of the Redevelopment Area, is a major north-south arterial in the City of St. Louis. Also, Kingshighway Boulevard is only a short distance to the west of the Redevelopment Area and Grand Boulevard a short distance to the east. Both Kingshighway Boulevard and Grand Boulevard are major north-south arterials within the City of St. Louis.

**4. Proximity to Major Institutional and Employment Centers**—The Redevelopment Area is close to a number of major employment centers and institutions. Downtown is approximately 2 miles to the northeast. The Washington University Medical Center, which is the largest single employer in the City of St. Louis, is approximately 1 mile to the northwest. The Saint Louis University Medical Center is located immediately to the northeast. Saint Louis University is located approximately 1 mile to the northeast. Finally, the Missouri Botanical Garden is located immediately south of the Redevelopment Area.

#### ii. OVERALL OBJECTIVES OF REDEVELOPMENT

The Developer has established the following goals for development in the Redevelopment Area:

1. Assemble land to create new opportunities for investment in the area.
2. Retain and reinforce existing owner-occupied residential units where feasible.
3. Create opportunities for new owner-occupied single-family residential units (attached and detached).
4. Incorporate a component of affordable housing for existing and new residents.
5. Provide an opportunity for new elderly housing.
6. Retain and reinforce existing viable businesses.
7. Create opportunities for the construction of new office and research & development facilities in the western portion of the Redevelopment Area.
8. Enhance the visual image of the Redevelopment Area.

**iii. IMPLEMENTATION**

The McRee Town Redevelopment Corporation has formulated an implementation strategy suited both to its role and to the objectives for the Redevelopment Area. The first component of this strategy is the promotion of the Redevelopment Area to enhance its image.

A second major dimension of the Redevelopment Corporation's role is to solicit, review, select, and assist developers and builders implement individual plan elements.

The third major role of the Redevelopment Corporation is to serve as an "umbrella" Redevelopment Corporation and a "projects pass through" for the abatement of real property taxes for individual development projects undertaken pursuant to this Redevelopment Plan and in accordance with appropriate Parcel Development Agreements, as required under Section F. This activity shall be coordinated and executed consistent with the requirements of the Office of the Assessor of the City of St. Louis. Tax abatement may be used as an incentive for attracting and making feasible the type and quality of private investment planned within the Redevelopment Area.

In addition to these roles, the Redevelopment Corporation will pursue and assess various opportunities for financial and program assistance. As an umbrella redevelopment corporation, it will pursue and promote the use of federal and state tax incentives and federal, state, and local financial assistance programs. It is noted to date that the Federal Government has committed \$2,850,000 of HUD funds. Also, the city has committed \$3,000,000 in funds and "in-kind demolition services" over a four year period.

Another activity central to the operations will be to acquire and/or assist in the acquisition and holding of property for sale to developers of strategic properties. This will be accomplished primarily through a pooling of private funds in a revolving acquisition fund.

Finally, the Redevelopment Corporation will work closely with the city in refining and implementing an appropriate public improvements program for the Redevelopment Area.

**iv. DEVELOPMENT STRATEGY**

To accomplish the preceding objectives, this Redevelopment Plan proposes the planning strategy outlined below:

**1. Reinforce Existing Residential Owner Occupancy-**There are several concentrations of owner-occupied structures located in the Redevelopment Area between Thurman Avenue on the east and Tower Grove Avenue on the west. These structures should be retained and rehabilitated where economically feasible. If economically feasible, other non-owner occupied residential structures in this area could be acquired for rehabilitation for owner occupancy as well.

**2. Create Opportunities for New Residential Owner-Occupied Development-** Significant deterioration and abandonment of existing residential structures has occurred within the Redevelopment Area. It is proposed that these structures be removed and replaced with new single-family, owner-occupied units to the east of Thurman, where total clearance and all new construction is proposed. New owner-occupied single-family and duplex units will be constructed on an infill basis between Thurman Avenue and Tower Grove Avenue to complement viable owner-occupied structures to remain.

**3. Create Opportunity for New Elderly Housing-**A site will be prepared and made available for the construction of a new rental multi-family residential project for occupancy by elderly households. The block bounded by Blaine Avenue, Klemm Avenue, Folsom Avenue, and Thurman Avenue is the prime candidate for the construction of this project for the elderly (see Exhibit 3). Alternatively, this new elderly housing may be developed in the block bounded by Lafayette Avenue, Klemm Avenue, McRee Avenue, and Thurman Avenue. If adequate funds cannot be obtained for the construction of elderly housing, or if the project is not financially feasible, the area considered for elderly housing can be developed for new housing that is consistent with the plan for neighboring development.

**4. Reinforce Existing Viable Businesses Along Tower Grove Avenue-**Provided it is economically viable and willing to make necessary investments in improvements to its property, the Kasco Corporation could be retained.

**5. Create Opportunities for New Office, Manufacturing, and Research and Development Facilities-**The portion of the Redevelopment Area to the south of Kasco Corp. and west of Tower Grove Avenue should be cleared to make way for new office, manufacturing, and technology based businesses and institutions. It is proposed that McRee Avenue could be vacated

between Tower Grove Avenue and Vandeventer Avenue to create a larger, consolidated site for this development. This site could be expanded to the north if the Kasco Corp. decides to close or relocate. Likewise the sites occupied by businesses along the east side of Tower Grove Avenue should be consolidated and made available for new business opportunities (redevelopment or rehab), if this area is not utilized for the construction of a community center.

**6. Create Recreation Opportunities for Garden District Neighborhoods-**It is proposed that a small community recreation center serving the Garden District be created within the Redevelopment Area. Two alternative locations are identified for the possible construction of a community center. The first is the portion of the block or blocks bounded by McRee Avenue, Tower Grove Avenue, Folsom Avenue, and the alley to the east of Tower Grove Avenue. An alternative location is the block bounded by Thurman Avenue, Blaine Avenue, Klemm Avenue, and Folsom Avenue. Other sites or locations may be studied as this plan evolves.

#### v. OVERVIEW OF DEVELOPMENT PROJECTS

The Redevelopment Plan consists of a series of interrelated actions. The resulting series of development projects are referenced to Exhibit 4, Project Areas. These, in turn, are briefly summarized below and in the accompanying Exhibit 3, (Land Use Plan), and Exhibit 5, (Primary Action) in terms of their physical and functional interrelationships.

**Project Area 1-City Blocks 4961, 4962, 4963, 4964, 5438, and 5441:** These blocks shall be assembled and cleared primarily to accommodate the construction of new attached or detached single-family residences.

**Project Area 2-City Blocks 4969, 4970, 4971 (eastern portion), 4972 (eastern portion), 5442 and 5445:** Viable owner-occupied residences are to be retained and rehabilitated. In addition, existing viable non-owner occupied single-family structures and existing multi-family structures may be reconfigured and rehabilitated for owner-occupancy, if feasible. New elderly housing is proposed for a portion of City Block 4969, with City Block 5442 serving as an alternative location, provided sufficient funds can be secured for its construction and operation. The balance of structures in the project area shall be cleared for the construction of new attached or detached single-family residences.

**Project Area 3A-City Block 4972 (western portion):** This area of approximately 1 acre contains vacant land and vacant structures in fair to poor condition. The area should be cleared of existing structures to allow for construction of a new community center, provided sufficient funds can be secured for its construction and operation. If the community center is not constructed at this location, new office and/or research & development facilities could be built.

**Project Area 3B-City Block 4971 (western portion):** This area of approximately 1 acre contains a mixture of vacant land, vacant buildings and a small hardware store. The area should be cleared as part of a development of a new community center or the construction of new office and/or research & development facilities. By vacating Blaine Avenue, between Project Area 3A and 3B it would be possible to create one larger project area containing roughly 2.3 acres.

**Project Area 4A-City Blocks 5197 and 4974 (southern portion), including McRee Avenue right-of-way:** This area, containing roughly 8 acres, could be acquired and cleared for the construction of new office and/or research facilities. Depending on the specific development proposed for this Project Area, the McRee Avenue right-of-way could be vacated and incorporated into the overall development.

**Project Area 4B-City Block 4974 (northern portion):** The facilities of the Kasco Corporation currently occupy this portion of the Redevelopment Area. It is assumed that Kasco will remain and continue to improve their facilities. However, if Kasco closes or relocates, the 4 acres comprising this project area should be added to the developable land of Project Area 4A to create a redevelopment with a combined area of 12 acres.

#### B. LEGAL DESCRIPTION

A tract of land containing approximately 90 acres (including rights-of-way) incorporating the following City Blocks located in the City of St. Louis, Missouri, 4961, 4962, 4963, 4964, 4969, 4970, 4971, 4972, 4974, 5197, 5438, 5441, 5442, and 5445; and specifically described as follows:

Beginning at the intersection of the centerline of 39<sup>th</sup> Street with the southern line of Lafayette Avenue, west along the southern line of Lafayette Avenue to the centerline of Vandeventer Avenue, generally northeast along the centerline of Vandeventer

Avenue to the centerline of Tower Grove Avenue, south along the centerline of Tower Grove Avenue to the centerline of Folsom Avenue, east along the centerline of Folsom Avenue to the centerline of 39<sup>th</sup> Street, south along the centerline of 39<sup>th</sup> Street to the southern line of Lafayette Avenue, the point of origin.

**C. STAGING FOR REDEVELOPMENT**

The implementation of the new development and rehabilitation proposed for all project areas will be initiated upon the execution of a development agreement between the Redevelopment Corporation and the City of St. Louis (the “Agreement”). It is the intent to move ahead with all project areas at the same time as expeditiously as possible. To allow for potential fluctuations in market absorption, the proposed redevelopment of all project areas will be completed within ten years.

**D. BUILDINGS AND IMPROVEMENTS TO BE DEMOLISHED**

**i. PROPOSED BUILDINGS TO BE DEMOLISHED**

The Redevelopment Plan proposes the demolition of up to 310 structures to facilitate new investments in housing, business and institutional uses within the Redevelopment Area. In addition, 64 structures have been identified for potential retention and rehabilitation with the option that any one or more such structures may also be demolished if retention and rehab prove economically infeasible. The majority of the structures to be demolished are located in the blocks to the east of Thurman Avenue. All existing buildings and improvements subject to demolition are listed by city block and lot number in Appendix I and are shown in Exhibit

5. These are also listed as follows:

**Table 2**

**POTENTIAL BUILDINGS TO BE DEMOLISHED  
McRee Town Redevelopment Area**

<b>City Block</b>	<b>Proposal</b>	<b>Optional</b>
4961	36	1
4962	26	1
4963	29	
4964	34	1
4969	21	7
4970	15	14
4971	9	6
4972	7	6
4974	14	9
5197	28	
5438	36	
5441	31	
5442	12	16
5445	12	3
<b>TOTAL</b>	<b>310</b>	<b>64</b>

In addition, ten residential buildings facing Folsom Avenue between Thurman Avenue and Tower Grove Avenue are designated for “interim retention.” These properties are to be gradually acquired as they become available to implement the “Folsom Avenue Buffer” discussed in I (ii).

**ii. DEMOLITION VARIANCE**

In addition to the buildings designated above as being subject to demolition, other buildings and improvements in the

Redevelopment Area may be demolished if such structures are found by the Building Department of the City of St. Louis to be structurally unsound or otherwise uninhabitable and said finding is agreed to by the Redevelopment Corporation in writing. In addition to the buildings designated for demolition, the Redevelopment Corporation shall, after undertaking its best efforts to find a rehabilitation solution, have the right, notwithstanding other variance provisions herein, to demolish such other buildings which prove to be structurally unsound because of fire, wind damage, tornado, or other natural causes, or if said buildings are, in the judgment of the Redevelopment Corporation, infeasible for restoration, or otherwise uninhabitable.

After the acquisition of structures and prior to the demolition thereof, the Redevelopment Corporation may utilize any structure or structures as project office facilities or as demonstration projects for rehabilitation or any other lawful temporary use, or may rent or lease said structures until the time scheduled demolition is undertaken.

Likewise, the Redevelopment Corporation may choose to retain for rehabilitation certain buildings otherwise intended for demolition if such structures are found to be particularly suitable for such action. Notwithstanding anything to the contrary relative to the process for obtaining demolition approvals, it is not the intent of this paragraph to lessen or circumvent any of the standard City procedures or regulations relating to the demolition of structures.

### **iii. SECURING BUILDINGS**

During the time that structures owned by the Redevelopment Corporation and scheduled for demolition are vacant, the Redevelopment Corporation shall not be obligated to maintain such vacant structures, but will secure such buildings until commencement of demolition.

## **E. BUILDINGS NOT TO BE DEMOLISHED**

All buildings not scheduled for demolition have been designated for conservation and/or rehabilitation and are shown on Exhibit 5 and are so listed by city block and lot number in Appendix I. All such buildings shall be rehabilitated to the extent deemed necessary or appropriate by the Redevelopment Corporation provided, however, that, if the Redevelopment Corporation determines that rehabilitation of any such building is not commercially feasible, it may seek to obtain appropriate demolition permits and cause the buildings to be demolished.

Owners of all buildings that are scheduled for rehabilitation hereunder shall, prior to the commencement of such rehabilitation, enter into a Parcel Development Agreement by and between such owner and the Redevelopment Corporation pursuant to the terms of Section F hereof. After completion of rehabilitation pursuant to such Parcel Development Agreement, the exterior building treatment(s), lighting, signage, landscaping, and use of the rehabilitated structure shall not be changed, without the prior written approval of the Redevelopment Corporation, during the applicable period specified in the Parcel Development Agreement.

Owners of buildings that are scheduled to be conserved shall continue to maintain their buildings in good condition and shall retain the current use. Should the current use be changed to a use, which is not compatible with the Plan, the Redevelopment Corporation shall have the right to acquire the property by condemnation, if necessary, for an alternative use, which is compatible with the Plan or for redevelopment. Should the building require rehabilitation, the owner shall enter a Parcel Development Agreement by and between such owner and the Redevelopment Corporation pursuant to the terms of Section F hereof and subject the property to the Declaration and Restrictions of the Redevelopment Area. However, if the Redevelopment Corporation determines that rehabilitation of the building is not economically feasible, it may seek to obtain appropriate demolition permits and cause the buildings to be demolished.

## **F. PARCEL DEVELOPMENT AGREEMENT**

Owners of properties located in each Project Area designated for conservation or rehabilitation action shall be encouraged to improve their own properties in accordance with the Redevelopment Plan. In doing so, the procedure below shall be followed:

### **i. INITIAL NOTICE TO RECORD OWNERS**

Within ninety (90) days of the execution of the Agreement between the City and the Redevelopment Corporation, the Corporation shall mail to each record owner in the Redevelopment Area whose name and address appear in the public land records of the Recorder of Deeds of the City of St. Louis, a notice which shall specifically advise such owner of his rights to file plans and to enter into contracts with the Redevelopment Corporation for the development or rehabilitation of his existing building or for new construction; the time limits within which such action may be taken by the owner; and where to address inquiries concerning the

Redevelopment Plan. A copy of the notice together with certification of the mailing shall be filed by the Redevelopment Corporation with the Clerk of the Board of Alderman and with the President of the Board of Public Service. Failure of any owner to receive such notice shall not change or alter any such owner's rights, duties, and obligations under Redevelopment Plan; extend or delay the time within which the owner has a right to take or perform any act; or give such owner any defense to an action of the Redevelopment Corporation.

**ii. PROJECT NOTICE TO RECORD OWNERS**

Thirty (30) days prior to the initiation of any Project, the Redevelopment Corporation shall mail notice by certified mail to each record owner in that Project Area whose name and address appear in the public land records of the Office of the Recorder of Deeds of the City of St. Louis. Said notice shall specifically advise each such owner of his rights to file plans and to enter into contracts with the Redevelopment Corporation for the development or rehabilitation of his existing building or for new construction, and the time limits within which such action may be taken by the owner. A copy of the notice together with certification of the mailing shall be filed by the Redevelopment Corporation with the Clerk of the Board of Aldermen and with the President of the Board of Public Service. Failure of any owner to receive such notice shall not change or alter any such owner's rights, duties, and obligations under the Redevelopment Plan; extend or delay the time within which the owner has a right to take or perform any act; or give such owner any defense to any action of the Redevelopment Corporation.

**iii. SUBMISSION OF PRELIMINARY PLANS**

Upon receiving notice from the Redevelopment Corporation, as provided in subparagraph F (ii) hereof, or at any time prior to receipt of such notice, an owner shall prepare and submit to the Redevelopment Corporation preliminary plans as described in paragraph F (iv) hereof for the owner's property and upon approval of such preliminary plans shall enter into a Parcel Development Agreement. Failure of any such owner to submit such preliminary plans on request of the Redevelopment Corporation within ninety (90) days following notice from the Redevelopment Corporation for such owner on approval of such preliminary plans to enter into a Parcel Development Agreement shall constitute an inability of the owner and the Redevelopment Corporation to agree and the Redevelopment Corporation may proceed to acquire the property by negotiation or eminent domain. When the owner has demonstrated to the Redevelopment Corporation that he or she has made a good faith effort to prepare such preliminary plans, but cannot complete such plans within the said ninety (90) days period the Redevelopment Corporation may, in its sole discretion, grant an additional thirty (30) days for the completion of such plans.

**iv. CONTENTS OF PRELIMINARY PLANS**

As provided in sub-paragraph F (iii) hereof, an owner desiring to rehabilitate an existing building or construct new improvements on his property shall file with the Redevelopment Corporation preliminary plans for such proposed development including a preliminary site plan, preliminary elevations, and a narrative statement or outline specifications of materials to be used in the rehabilitation or new construction together with an approximation of the type of use as listed on Exhibit 3 (Land Use Plan) of the Redevelopment Plan. If said use is commercial in nature, the owner shall file a statement of the general classification of commercial use that will occupy the space. If said commercial space is to be occupied by a restaurant, bar, grill, entertainment use, or any type of retail sales, or any use which has contact with the public, the name of the proposed operator, if known, shall be filed and any additional information available to show that such operator is a person of good character. The preliminary plan submission shall also include a statement of the owner's development experience and that of any and all persons associated with the owner in the Project, a description of the financing plan for the Project, and a timetable which shall state the time for commencement and completion of the construction or rehabilitation which shall conform to that of the stage in which the property is designated or of the stage in which the Project is initiated pursuant to Section C (iii) hereof. All such submitted materials shall collectively be the preliminary plans of such owner. The owner shall furnish such additional information as may be reasonably requested by the Redevelopment Corporation to aid it in reaching a determination under the Redevelopment Plan with respect to the appropriateness of the preliminary plans.

**v. REVIEW OF PRELIMINARY PLANS AND CURE PERIOD**

The preliminary plans of an owner will be evaluated by the Redevelopment Corporation, and the Redevelopment Corporation will promptly give notice to the owner of its approval or disapproval of such preliminary plans. If the preliminary plans are disapproved by the Redevelopment Corporation, it shall state with particularity the deficiencies in the preliminary plans or the objections thereto. The owner shall have thirty (30) days after notice of disapproval is given to submit supplements or amendments thereto which are intended to cure all of such deficiencies and/or objections. Provided, however, under no circumstances shall any owner be given more than one thirty (30) day opportunity to cure all of such deficiencies and/or objections. If the Redevelopment

Corporation shall not have given notice to the owner of disapproval of the preliminary plans and any supplements or amendments submitted upon initial disapproval of such preliminary plans within thirty (30) days of the filing thereof, such preliminary plans and any supplements or amendments thereto shall be deemed approved.

**vi. EVALUATION OF PRELIMINARY PLANS**

In the evaluation of the preliminary plans, the Redevelopment Corporation will consider the plans from both an architectural and use criteria and will assess the likelihood of the owner's successful completion of the project based upon the experience of the development team and the financing plan submitted. Architectural plans shall be considered from an objective standard of visual compatibility with other structures within the Redevelopment Area and the following elements shall specifically be reviewed: use, height, bulk, setbacks, lot coverage, scale and proportion, fenestration pattern, materials and textures, colors, decorative features, expression of details, roof shapes, building identification, landscaping, overall scale, rhythm of closed and open space, orientation, proportion, interior and exterior lighting, facade treatments, and the general spirit of the Redevelopment Area. The uses proposed shall be independently evaluated to assure consistency with the Redevelopment Plan. In those cases where a use will involve contact with the public, the experience, reputation, and integrity of the operator will also be considered.

**vii. EXECUTION OF PARCEL DEVELOPMENT AGREEMENT**

Within thirty (30) days after the approval of preliminary plans of an owner by the Redevelopment Corporation, the owner and the Redevelopment Corporation will enter into an agreement (which agreement hereinafter referred to as the "Parcel Development Agreement") under the terms of which the owner will agree to construct the improvements substantially in accordance with the approved preliminary plans and within the period of time provided therein pursuant to the terms of the Redevelopment Plan. The owner shall agree with respect to his property to be bound by all the terms and conditions of the Redevelopment Plan for a period of at least twenty-five (25) years and to be bound by the conditions and terms of the Parcel Development Agreement. Such Agreement shall be in terms satisfactory to the Redevelopment Corporation and shall be in recordable form. The Parcel Development Agreement may be recorded in the Office of the Recorder of Deeds of the City of St. Louis either by the Redevelopment Corporation or by the owner and shall recite that it is for the benefit of the City of St. Louis in addition to the parties thereto and may be enforced by the City of St. Louis as a beneficiary thereof. It shall be binding upon the heirs, successors, and assigns of the owner. The Parcel Development Agreement will provide that the property may be acquired by the Redevelopment Corporation by eminent domain in the event of breach thereof on the part of the owner, without limitation of any other remedy available to the Redevelopment Corporation. The preliminary plans will be attached and incorporated in the Parcel Development Agreement. A copy of the Parcel Development Agreement will be filed with the Board of Public Service and the St. Louis Development Corporation.

**viii. REDEVELOPMENT CORPORATION APPROVAL**

Each Parcel Development Agreement shall provide that if the uses include such commercial uses as entertainment, dining, sale of beverages, or the sale of any service or retail commodity, the Redevelopment Corporation reserves the right of approval over the operator thereof and any lease or arrangement for such establishment's operation; which consent shall be not unreasonably withheld by the Redevelopment Corporation.

**ix. FAILURE TO REACH AGREEMENT**

If preliminary plans have not been approved for new construction or rehabilitation and a Parcel Development Agreement has not been executed, as provided above, between the owner and the Redevelopment Corporation within sixty (60) days after the last submittal of such preliminary plans or any supplements or amendments thereto, it shall be concluded, unless thereby mutual written agreement by the owner and the Redevelopment Corporation to the contrary, that the Redevelopment Corporation and the owner are unable to reach agreement and the Redevelopment Corporation may proceed to acquire the property by negotiation or eminent domain.

**x. NO REHABILITATION OR NEW CONSTRUCTION RECEIVES BENEFITS WITHOUT PARCEL DEVELOPMENT AGREEMENT**

No rehabilitation or new construction of any property or structure shall be undertaken by an owner within the Redevelopment Area unless such owner shall have entered into a Parcel Development Agreement with preliminary plans attached thereto as provided herein above. The Redevelopment Corporation is committed to not entering into a Parcel Development Agreement that is inconsistent with the intent and spirit of the Plan.

**xi. PERFORMANCE BONDING**

If requested by the Redevelopment Corporation, each Parcel Development Agreement shall provide that, before undertaking development, each owner will either post bond or tender security in form and substance satisfactory to the Redevelopment Corporation as required by Section F of the Redevelopment Plan with respect to the property to which such Parcel Development Agreement applies. No performance bond shall be required in connection with any rehabilitation or construction undertaken pursuant to the Redevelopment Plan unless the Redevelopment Corporation requires such bond in connection with a Parcel Development Agreement and the provisions of Paragraph F (vii) of this Agreement with respect to performance bonds shall only apply when the Redevelopment Corporation does require a performance bond pursuant to a Parcel Development Agreement. A performance bond will be required for any work done under this Parcel Development Agreement that could be considered as "public work," such as streets, curbs, gutters, street lighting, etc.

**xii. PROPERTY ASSESSMENT**

The Parcel Development Agreement (or a Declaration of Covenants and Restrictions recorded by the Redevelopment Corporation and hereinafter referred to as the "Covenants and Restrictions") may provide for an assessment or charge on the property subject to said Parcel Development Agreement. The exact amount of the assessment or charge will be determined by the Redevelopment Corporation. The assessments shall be based upon the gross square footage of land or buildings at such amounts when taken with all other assessments levied as is reasonably necessary to maintain the administrative operations of the Redevelopment Corporation and the Project. The Redevelopment Corporation shall determine the reasonable installments in which charges or assessments shall be paid and whatever enforcement procedures are to be required. Such assessment or charges shall be used for the purpose of administration of the development and the Redevelopment Plan, for enforcement of the Redevelopment Plan and Parcel Development Agreements, for the acquisition of property, and for the promotion of the Redevelopment Area, as the Redevelopment Corporation shall determine.

**xiii. BUSINESS ASSOCIATION**

The Redevelopment Corporation may form a Business Association for the area and may provide in the Parcel Development Agreement (or the Covenants and Restrictions) for the membership therein of all owners who have executed Parcel Development Agreements and their tenants and lessees. The Parcel Development Agreement (or the Covenants and Restrictions) may include the schedule of dues, assessments, and regulations of such Business Association, including regulation of the business hours and the conduct of business in the area. The Parcel Development Agreement (or the Covenants and Restrictions) may also authorize the Redevelopment Corporation on behalf of and as an agent for all such owners, tenants, and lessees to petition the City to establish, enlarge, or increase in area a Special Business District and a Community Improvement District in the Redevelopment Area in accordance with the terms of Chapter 71 or Chapter 67.1401 respectively of the Revised Statutes of Missouri, 2000, as amended.

**xiv. NEIGHBORHOOD ASSOCIATION**

The Redevelopment Corporation may form a Neighborhood Association for the area and may provide in the Parcel Development Agreement (or the Covenants and Restrictions) for the membership therein of all owners who have executed Parcel Development Agreements as well as any tenants. The Parcel Development Agreement (or the Covenants and Restrictions) may include the schedule of dues, assessments, and regulation of the Neighborhood Association, including the regulation of exterior improvements.

**xv. REPAIR AND MAINTENANCE OF PROPERTY**

The Parcel Development Agreement (or the Covenants and Restrictions) shall provide that, during the period of the Redevelopment Plan, each owner executing such Parcel Development Agreement shall maintain such property in good repair and in clean, sanitary, and attractive condition for the uses herein provided. All such owners shall maintain all landscaping within their property in the Redevelopment Area in a clean, sanitary, and attractive condition which shall include, but not be limited to, the following: trimming of trees as needed, mowing of grass, removal of dead trees and shrubs, and removal of all grass and weeds from driveways and sidewalks. Violators of the Parcel Development Agreement regarding property maintenance may be prosecuted by the City or by the Redevelopment Corporation. The Redevelopment Corporation shall notify the BPS, BPDA, the local alderman, and the property owner if it determines that it is not appropriate for an owner to rehabilitate his property or undertake new construction.

**xvi. ACQUISITION OF CERTAIN PROPERTIES**

Notwithstanding anything set forth in this section or in the Agreement or in the Redevelopment Plan, the Redevelopment Corporation may determine that it is not appropriate for an owner to rehabilitate his property or undertake new construction on his property in those instances where it is necessary either (i) to provide parking, pedestrian or vehicular access, or open space or other space for the general benefit of the Redevelopment Area (or any portion thereof); or (ii) to combine individual properties into a single development. If the Redevelopment Corporation makes such a determination, the Redevelopment Corporation shall not be required to follow the procedures for notices and Parcel Development Agreements set forth in this section of the Development Plan. However, notice of such determination, as described in this paragraph, shall be provided by the Redevelopment Corporation to the St. Louis Development Corporation, the City Alderman in whose ward the affected property lies, and the affected property owner not less than sixty (60) days in advance of the decision as described in this paragraph. A copy of the notice, together with certification of the mailing, shall be filed by the Redevelopment Corporation with the Clerk of the Board of Alderman and the President of the Board of Public Service. Upon compliance with the procedures set forth in this paragraph, the Redevelopment Corporation may proceed to acquire such property by negotiation or eminent domain.

**xvii. APPROVAL OF PLANS PRIOR TO AGENCY OR AUTHORITY ACTION**

Without first receiving written certification from the Redevelopment Corporation that the preliminary plans for the rehabilitation and/or new construction proposed for a Project have been approved by the Redevelopment Corporation pursuant to the provisions of Section F hereof, the St. Louis Development Corporation, the Industrial Development Authority, the Land Clearance for Redevelopment Authority, the Planned Industrial Expansion Authority, or any other authority or agency of the City of St. Louis shall not: (i) approve an application to provide financial assistance to a Project; (ii) agree to finance a Project through the issuance of bonds of said authority or agency; (iii) submit a Board Bill to the Board of Aldermen requesting a "blight" designation for a Project, pursuant to Chapter 99 or 100 RSMo and section 99.800 through 99.865 RSMo (Real Property Tax Increment Redevelopment Act); or (iv) authorize the granting of tax abatement to a Project, pursuant to Chapter 99 or 100 RSMo.

**G. STRUCTURES DESIGNATED FOR REHABILITATION**

The structures which have been designated for rehabilitation in accordance with the provisions of Section E are shown on Exhibit 5 and are listed by city block and lot number in Appendix I. A general description of each Project (see Exhibit 3) is summarized below:

**Project Area 1:** Four structures, which are currently used for manufacturing, commercial/residential, and institutional uses, could be retained as part of the redevelopment program for this project area.

**Project Area 2:** It is estimated that between 53 and 103 of the structures in this project area can be retained and rehabilitated for single-family or duplex owner occupancy. In addition, two structures, which are currently used for manufacturing and public utility purposes, may be retained and rehabilitated.

**Project Area 4B:** As long as the Kasco Corporation remains at its present location, it is anticipated that its existing facilities will be retained and rehabilitated. If Kasco is no longer in business at this location, the existing structures should be demolished to provide for new development opportunities.

**H. NEW DEVELOPMENT**

The Redevelopment Plan proposes a variety of types of new construction to address the residential and business needs of the Redevelopment Area. The sites that have been designated for new construction are shown on Exhibit 5 and are listed by city block and lot number in Appendix I. A general description of such Projects, as shown in Exhibit 3, is summarized below:

**Project Area 1:** It is proposed that this Project Area be primarily redeveloped with new detached and/or attached, single-family residential units. The new residential area could incorporate a small passive recreation area and playground for use by the residents of the entire Redevelopment Area, as well as a proposed buffer along the south side of Folsom Avenue.

It is assumed that the existing street pattern of development will primarily be retained for Project Area 1. However, some flexibility should be allowed, particularly for the portion of the Project Area between Blaine Avenue and Folsom Avenue, where residential units facing Folsom Avenue should be avoided.

There are a little over 25 acres of land within Project Area 1, exclusive of existing rights-of-way. Assuming that there is a buffer created along the south side of Folsom Avenue in order to mitigate potential conflicts between the new residential uses and existing industrial uses on the north side of Folsom, the available acreage for development would be reduced somewhat to between 21 and 23 acres.

If one to two acres are set aside for a passive neighborhood open space/park, the remaining 19 to 22 acres will support roughly 120 to 175 new single-family units, assuming a density of approximately 6 to 8 units per acre.

**Project Area 2:** The construction of infill owner occupied attached and detached single-family residential units is proposed for approximately half of the Redevelopment Area that is not scheduled for conservation and rehabilitation. It is estimated that approximately 90 new single-family infill units will be constructed along Blaine Avenue, McRee Avenue, and Lafayette Avenue. This new infill development should be compatible with the massing and character of the existing single-family and two-family residential units in the Project Area.

New elderly housing is proposed for approximately half of the block bounded by Blaine Avenue, Klemm Avenue, Folsom Avenue, and Thurman Avenue. This amount of land could support roughly 100 to 150 elderly housing units in a three to four-story building. An alternative location for elderly housing is the block bounded by Lafayette Avenue, Klemm Avenue, McRee Avenue, and Thurman Avenue.

**Project Area 3A and 3B:** The property bounded by McRee Avenue to the south, Tower Grove Avenue to the west, Folsom Avenue to the north, and the alley (approximately 175 feet east of Tower Grove), is proposed to be redeveloped for a new community recreation center. Alternatively all or part of these Project Areas could be used for new office, manufacturing, and/or research & development facilities.

**Project Area 4A and 4B:** The property bounded by Tower Grove Avenue on the east, Lafayette Avenue on the south, Vandeventer Avenue on the west, and Kasco Corporation property on the north, should be redeveloped for new office, manufacturing, and research & development facilities. This area encompasses approximately 8 acres, including the McRee Avenue right-of-way. If Kasco would decide to relocate, the redeveloped area should be expanded by approximately 4 acres.

**I. LANDSCAPING AND COMMUNITY FACILITY IMPROVEMENTS**

The Redevelopment Corporation proposes the following specific community improvements in order to improve the general attractiveness and appearance of the Redevelopment Area, as well as to enhance property value for residents, homeowners, and businesses:

**i. GENERAL STREETScape IMPROVEMENTS**

A series of improvements to the vehicular and pedestrian environment are contemplated for implementation within the public rights-of-way of the Redevelopment Area. These improvements are to be paid for by the developer selected for the Redevelopment Area, by the City, or a combination of the two, based on negotiations relative to overall project financing and implementation. These improvements, subject to available funding, could include the replacement of or installation of new curbs and gutters, sidewalks, street lighting, signage, landscaping, and tree planting. Special attention is to be given to improvements in the following locations:

- Vandeventer Avenue between I-44 and Tower Grove Avenue
- Tower Grove Avenue between I-44 and Vandeventer Avenue
- Thurman Avenue between I-44 and Folsom Avenue
- 39<sup>th</sup> Street between I-44 and Folsom Avenue
- Lafayette Avenue between Vandeventer and 39<sup>th</sup> Street

**ii. FOLSOM AVENUE BUFFER**

A landscaped buffer may be provided between the manufacturing and warehouse facilities north of Folsom Avenue and the existing and new residential to the south of Folsom Avenue. The intent of this buffer is to provide adequate distance and screening to avoid potential conflicts between the appearance and operations of the businesses north of Folsom and the residences to the south. It is the responsibility of the developers of the new residences to south of Folsom Avenue to implement the design and construction of this open space and landscaped buffer. The exact size and character of the open space buffer will be determined by

the type, orientation and siting of the new residences to the south of Folsom Avenue.

**iii. INTERSTATE 44 LANDSCAPED BUFFER**

It is desirable to provide additional landscaping between the south side of Lafayette Avenue and I-44 to help screen and buffer the residences along Lafayette Avenue from the impact of I-44. This should be extended by means of a partnership of the City, The Missouri Department of Transportation, and the developers of properties on the north side of Lafayette and facing I-44.

**iv. NEIGHBORHOOD OPEN SPACE/PARK**

It is proposed that a passive park and low intensity recreation area or playground be considered within Project Area 1 and/or Area 2. The park/playground would be for the use of all residents within the McRee Town Redevelopment Area. It is estimated that this neighborhood amenity could require approximately one acre. The option should be maintained to have this park/open space privately, but commonly, owned and maintained by the property owners and residents as part of the new residential development in the Redevelopment Area.

**v. PROJECT LANDSCAPING**

All preliminary and final plans approved in conjunction with Section F hereof shall provide for internal site landscaping, perimeter landscaping (not within the public right-of-way), and buffering to be provided at the expense of the owner or developer of such properties.

**vi. COMMUNITY RECREATION CENTER**

Provision is made for the potential development of a community recreation center to serve the residents of the larger Garden District. The programs and activities offered at the center could be coordinated with the programs and activities offered at the community center, which is under construction in the Forest Park southeast neighborhood. It is anticipated that the Community Center will be run by community residents of a not-for-profit organization. Two alternative locations have been identified for this facility- the western ends of City Blocks 4971 and 4972 in Project Areas 3A and 3B or City Block 4969 in Project Area 2. If adequate funding cannot be obtained to construct the community recreation center within three years of adoption of the Plan, the anticipated sites can be used for expansion of the primary land use intended for these Project Areas, consistent with the Redevelopment Plan.

**vii. APPROVAL BY BOARD OF PUBLIC SERVICE FOR PUBLIC IMPROVEMENTS**

Any public improvements within the Redevelopment Area will be approved by the Board of Public Service. Any improvements in the public right-of-way will be designed in accordance with good engineering practice, provide proper drainage, provide adequate access for utilities, refuse and emergency vehicles.

**J. DEDICATIONS OF PROPERTY FOR PUBLIC PURPOSES**

No property in the Redevelopment Area is proposed to be sold, donated, exchanged, or leased to the City, the St. Louis Board of Education, the Public Library Board, or any other public body.

The Redevelopment Corporation reserves the right to offer to the City of St. Louis, at no cost for development, such other areas within the Redevelopment Area as may in the future be developed as public park, open space, landscaped buffer areas or recreation facilities.

**K. DESCRIPTION OF PROPOSED ZONING CHANGES**

The Redevelopment Area contains a range of zoning designations which include: "C" Multiple-Family Dwelling District, "D" Multiple-Family District, "F" Neighborhood Commercial District, "G" Local Commercial and Office District, and "J" Industrial District (See Exhibit 7 to the 353 Plan, Existing and Proposed Zoning).

It is proposed that the basic underlying zoning for Project Areas 1 and 2 be changed to a modified "A" Single-Family District that would also accommodate attached single-family housing. This could be accomplished by making attached single-family housing on deeded lots a conditional use of the "A" Single-Family District, or by creating a new attached single-family zoning

district.

The “C” Multiple-Family or “D” Multiple-Family zoning should be provided for the portion of the Redevelopment Area where elderly housing is constructed. The exact limits of this area will be determined as the plans for the elderly housing are finalized.

Mixed use development with ground floor commercial and residential above should be considered for structures fronting on 39<sup>th</sup> Street, Thurman Avenue, and Tower Grove Avenue on a case-by-case basis.

It is proposed that Project Areas 3A, 3B, 4A, and 4B be zoned “J” Industrial District. However, the uses in these Project Areas should be restricted to office, research & development facilities, or light manufacturing typically found in a contemporary “business park.” A community center should be allowed in Project Areas 3A and 3B.

In the event that individual variance requests become appropriate, applications shall be filed by individual developers on a project-by-project basis as needed and by the Redevelopment Corporation as deemed appropriate in order to effectuate the Redevelopment Plan.

The Redevelopment Corporation intends to seek appropriate rezoning of certain areas consistent with City procedures and regulations, once the Plan is approved and accepted.

#### **L. STREET AND CIRCULATION CHANGES**

The Redevelopment Plan anticipates the closing and vacation of McRee Avenue between Tower Grove Avenue on the east and Vandeventer Avenue on the west.

The Redevelopment Corporation reserves the right to request the closing or vacation of the streets and alleys in Project Area 1, depending on the final site plan for new housing in the Project Area.

Within Project Area 2 the Redevelopment Corporation reserves the right to request the closing of McRee Avenue and Blaine Avenue at Thurman Avenue and/or Vandeventer Avenue, and Klemm Avenue at Folsom Avenue.

Thurman Avenue is currently closed to the south of Lafayette Avenue. The Redevelopment Corporation, at its discretion, reserves the right to reopen Thurman Avenue when there is adequate redevelopment and investment in the area between DeTonty Avenue and Shaw Boulevard to provide an attractive, stable, and contemporary residential environment.

The Redevelopment Corporation also reserves the right to privatize the streets within the Redevelopment Area, dependent on the concurrence of the property owners on the street.

#### **M. QUALITY AND CHARACTER OF EXISTING RESIDENTIAL DWELLINGS**

There are currently 404 residential structures containing a total of 1,009 residential units within the Redevelopment Area. However, it is estimated that over 26% of the existing structures and over 32% of the existing units are currently vacant. In addition, nearly 56% of the structures and over 56% of the units are either dilapidated or in poor condition.

Within the Redevelopment Area, nearly 13% of the units are single-family, 26% of the units are in two-family duplexes, with the remaining 61% of the units within multi-family units or mixed commercial and residential occupancy structures. Of the multi-family units, nearly 77% are housed in 3 to 4 unit structures.

Roughly 14% of the units in the Redevelopment Area are owner-occupied. Nearly 61% of the existing detached structures are owner-occupied, whereas 34% of the units in two-family structures are owner-occupied, and only 3% of the units in multi-family structures are owner-occupied.

Finally, the extensive transient and sub-standard nature of the residential units within the Redevelopment Area is reflected in the fact that only 21% of the structures and 8% of the units are owner-occupied and classified as being in either fair or good condition.

**N. RELOCATION**

Residential displacement is anticipated as a result of the implementation of this Redevelopment Plan. The Redevelopment Plan reflects recognition of the need to minimize such displacement, especially uprooting of long-term residents and homeowners. It is also an objective of the plan to encourage those likely to be affected by the plan to remain in the area and participate where possible in the revitalization of the area. Where this is not possible, every effort will be made to identify relocation opportunities within the adjacent Shaw, Southwest Garden, and Tiffany neighborhoods. However, existing residents may choose to move elsewhere, or it may not be possible to provide appropriate housing within the Garden District neighborhoods for every displaced resident.

As a minimum, the Redevelopment Corporation will comply with the provisions of the federal Uniform Relocation Act because of the use of federal funds to carry out this project. The federal Uniform Relocation Act will supersede the City Relocation Policy (Ordinance 62481, *approved 12/20/91*) under this Redevelopment Plan. More specifically, the Redevelopment Corporation will work in disseminating information to tenants within the Redevelopment Area regarding real estate activities and will provide counseling services to residents regarding rehabilitation activities. Assistance regarding the possible availability of Section 8 subsidies for in-place tenants will further be provided by the Redevelopment Corporation. Additional relocation benefits may be provided where specific circumstances or difficult relocations require such funds and maybe applied subject to a special relocation plan to be adopted by the Redevelopment Corporation. In addition to the above, the Redevelopment Corporation agrees to the following procedures:

1. The Redevelopment Corporation will make available relocation counseling and technical assistance.
2. The Redevelopment Corporation will provide a referral system utilizing the housing resources within and around the area for the placement of families displaced within the Redevelopment Area. Every effort will be expended to assist such residents in relocating within or near the Redevelopment Area. Lists of properties for rent or sale in other areas of the City of St. Louis will also be provided.

In cases where displacement is unavoidable in carrying out the Redevelopment Plan, the Redevelopment Corporation shall fully comply with all of the requirements specified in the federal Uniform Relocation Act. The Redevelopment Corporation shall review each displacement carefully to ascertain whether re-housing is possible within a rehabilitated structure or similar structure within the Redevelopment Area. Each developer of residential units, prior to approval of its proposal by the Redevelopment Corporation and thereby the pass through of tax abatement, shall be required to submit a detailed relocation/re-housing plan to the Redevelopment Corporation for its approval.

More specifically, as a result of acquisitions;

- 1) The Redevelopment Corporation will notify residents of properties to be acquired by it (or its subsidiaries) of their respective rights under this relocation plan and, where applicable, will issue preliminary notices regarding both continuation in occupancy and/or displacement.
- 2) The Redevelopment Corporation will submit an annual report of its relocation/anti-displacement activities and shall outline its efforts during the preceding year. This report shall include, but not be limited to, the following:
  - a) Total structures and units acquired by the Redevelopment Corporation and/or its subsidiaries, or project developers.
  - b) Total displacements and/or re-housing by bedroom composition, size, and income level.
  - c) Types and amounts of assistance provided each resident.
  - d) Projected level of acquisitions and displacements for the ensuing year.
  - e) Any other information required by the City.

**O. CHARACTER OF PROPOSED DWELLINGS**

The Redevelopment Corporation plans the continuation or introduction of residential uses within the Redevelopment Area with respect to all or portions of Project Areas 1 and 2.

It is anticipated that approximately 215 new single-family units will be constructed in Project Areas 1 and 2. This is in addition to the 150 single-family or duplex conversion units that are proposed for rehabilitation and conservation. The plan also anticipates the construction of approximately 150 new residential units for the elderly. Thus, in total, approximately 540 residential units will be available for occupancy in the Redevelopment Area.

**P. PROJECT FINANCE**

The Redevelopment Corporation is to operate as the “umbrella” Redevelopment Corporation for the Redevelopment Area, that is, primarily as a development coordinator and facilitator. Thus, its financial goals and responsibilities shall be different than those of some other redevelopment corporations

**i. FUNDING PROPERTY ACQUISITION, RELOCATION, AND DEMOLITION**

The major financial activity of the Redevelopment Corporation will be to acquire or assist in the acquisition and holding (for sale to others for development) of strategic properties consistent with the Redevelopment Plan. This would include privately owned parcels, as well as publicly owned parcels currently owned or controlled by the St. Louis Land Reutilization Authority and/or other public entities.

The following table summarizes the anticipated costs for acquisition, relocation, and demolition (as indicated elsewhere in this document) of those properties believed to be critical and strategic to the Redevelopment Plan.

	<b>Total</b>
<b>Acquisition</b>	<b>\$ 6,269,000</b>
<b>Relocation</b>	<b>\$ 4,357,000</b>
<b>Demolition, Environmental and site preparation</b>	<b>\$ 4,573,000</b>
<b>Interest Expense Rate</b>	<b>\$ 638,193</b>
<b>Soft Cost (Legal, brokerage, etc.)</b>	<b>\$ 337,807</b>
<b>Contingency (unanticipated site development costs)</b>	<b>\$ 5,000,000</b>
<b>TOTAL</b>	<b>\$21,175,000</b>

Thus far, the Redevelopment Corporation has secured the following commitments for funds that would be used to cover the above costs:

	<b>Total</b>
<b>Danforth Foundation</b>	<b>\$ 1,000,000</b>
<b>Missouri Botanical Garden</b>	<b>\$ 3,000,000</b>
<b>City Funds and In-kind services</b>	<b>\$ 3,000,000</b>
<b>Federal Government (HUD appropriation)</b>	<b>\$ 2,850,000</b>
<b>TOTAL</b>	<b>\$ 9,850,000</b>

It is anticipated that the Redevelopment Corporation will apply for tax credits from the following sources to help raise the balance of the private investor funds to enable demolition, relocation, and acquisition. These tax credits might come from Missouri Development Finance Board (MDFB) tax credit contributions, Missouri Housing Development Corporation Affordable Housing Assistance Program contributions, and other sources.

No additional funds are anticipated to be available for demolition, relocation and acquisition associated with the Redevelopment Plan.

The acquisition of the various properties will be strategically phased so as to best accomplish the objectives of the Redevelopment Plan. Acquisition of properties has already begun as individual parcels have become available. Acquisition will continue in accordance with the objectives and specific provisions of the Redevelopment Plan. Properties acquired will be transferred to an unaffiliated developer to implement the Redevelopment Plan.

**ii. FINANCING INDIVIDUAL PROJECTS**

Under the Redevelopment Plan, the Redevelopment Corporation intends to act primarily as an umbrella Redevelopment Corporation, thereby coordinating and facilitating the various activities necessary to further the success and objectives of the Redevelopment Plan. As individual development phases are undertaken, short-term construction financing and long-term permanent development financing will be the responsibility of the various developer entities selected by the Redevelopment Corporation to implement improvements of the plan and the individual Project Areas. It is anticipated that financing the costs of construction will typically be provided by local (or regional) conventional lenders such as commercial banks. Other than single family residences, which would each be financed with mortgages obtained by individual owner-occupants, permanent financing for investor-owned or commercial developments will likely be provided by local banks or national financial institutions such as insurance companies, or a combination of these two primary sources. Equity investment in such projects would be sought from individual investors or collectively through the services of an investment banking organization. Furthermore, it is anticipated that the various development entities for individual Project Areas, acting either alone or in concert with the Redevelopment Corporation, will promote the Redevelopment Plan, the Redevelopment Area, and individual development phases with individual lenders and equity investors.

**1. New Single-Family Housing Developments** - Construction of detached or attached single-family homes, or condominium multi-family units, will be financed during the construction phase with conventional bank debt obtained by the individual Project Area developer or homebuilder. Permanent financing for these units will be by means of mortgages obtained by individual unit owners. In addition, while no formal commitments have been received, the Redevelopment Corporation believes that some subsidized, or less than market rate, mortgage financing can be made available to at least a portion of the purchasers of new homes in the Redevelopment Area. Likewise, other options will be sought to finance the costs of new single-family residences in order that they can be made available to the widest possible market of prospective homeowners.

**2. Conservation of Existing Single-Family Housing** - Recognizing that the involvement and commitment of the present area residents, as well as that of individuals and families that might choose to live within the Redevelopment Area in the future, are very important to the overall success of the Redevelopment Plan, the Redevelopment Corporation will make every reasonable effort to assist residential property owners in securing financing necessary to facilitate the improvement and upgrading of their housing within the Area. It is anticipated that funding for such activities would come largely from conventional lenders.

**3. Other Commercial and Institutional Developments** - The Redevelopment Corporation will assist existing and prospective new business and institutional uses to occupy appropriate facilities within the Redevelopment Area. Debt and equity financing of both facilities and operations of such organizations will be the responsibility of the individual ownership or management group associated with each. Additional funding sources will be sought as appropriate and available.

**iii. City Participation**

The financial feasibility of this Redevelopment Plan is based upon obtaining City participation in the following areas of project cost, consistent with the description made in other sections of this Redevelopment Plan:

1. At nominal or no cost, acquiring properties owned or controlled by the St. Louis Land Reutilization Authority or similar entities;
2. Vacating certain streets and alleys as described within the Redevelopment Plan; and
3. \$3,000,000 of funds and "in-kind demolition services" over four years.

**Q. PERSONS ASSOCIATED WITH THE DEVELOPER**

**i. REDEVELOPMENT CORPORATION OWNERSHIP AND BOARD OF DIRECTORS**

The Redevelopment Corporation is a Missouri Corporation organized under and pursuant to the requirements of the Urban Redevelopment Corporations Law (Chapter 353 of the Missouri Revised Statutes of 2000, as amended) for the purpose of preparing and implementing the development of the Redevelopment Area.

**Stockholders:**

Garden District Commission

**Board of Directors:**

Dell Breeland-President  
4225 Lafayette  
St. Louis, MO 63110

George Robnett-Secretary and Treasurer  
520 Barcia Drive  
St. Louis, MO 63119

Alvin Darden  
4325 Lafayette Avenue  
St. Louis, MO 63110

John Noecker  
3655 Flora Place  
St. Louis, MO 63110

Ernest Jackson  
5440 Janet Drive  
St. Louis, MO 63136

Rev. Elmer Wilson  
4174 McRee Avenue  
St. Louis, MO 63110

Jonathan Kleinbard  
3655 Flora Place  
St. Louis, MO 63110

**ii. CONSULTANTS**

The following consultants have been or will be associated with the preparation and implementation of the Redevelopment Plan:

Bryan Cave LLP  
1 Metropolitan Square, Suite 3600  
St. Louis, Missouri 63102  
(Legal and organizational)

Christner, Inc.  
7711 Bonhomme Ave., Suite 100  
St. Louis, MO 63105  
(Garden District Plan)

Community Program Development Corp.  
200 N. Broadway, Suite 1730  
St. Louis, Missouri 63102  
(Relocation Plan)

Development Strategies, Inc.  
10 S. Broadway, Suite 1640  
St. Louis, Missouri 63102  
(Redevelopment Plan)

DFC Group, Inc.  
7777 Bonhomme  
St. Louis, MO 63105  
(Financial Plan)

Grice Group Architects  
4332 Lindell  
St. Louis, MO 63102  
(Garden District Plan)

**R. PROPERTY OWNED, OPTIONED, OR TO BE ACQUIRED BY THE REDEVELOPMENT CORPORATION**

**i. EXISTING OWNERSHIP**

The Redevelopment Corporation controls 70 properties in the Redevelopment Area and is actively acquiring additional properties. It is also planned that the 74 properties owned by LRA will be acquired. The Redevelopment Corporation or its affiliate intends to acquire and/or to dispose of property within the Redevelopment Area as necessary in order to effectuate the objectives of the Redevelopment Plan.

**ii. PROPERTY ACQUISITION**

After negotiating in good faith with existing property owners in the Redevelopment Area, the Redevelopment Corporation shall have the right to acquire properties within the Redevelopment Area by eminent domain where such acquisition is necessary for site development and/or consolidation in accordance with the Redevelopment Plan, or where owners of property scheduled for rehabilitation or conservation are unwilling to maintain and upgrade their property as required under the Redevelopment Plan, or in accordance with the provisions of Section F. No owner-occupied single family, two family, or four family residential structure will be acquired within Project Area 2 by the use of eminent domain, provided the property is maintained by the owner-occupant in a safe and sound condition in compliance with all city codes, ordinances, and regulations, and in accordance with the procedures and standards of the Parcel Development Agreement (Section F) of the Redevelopment Plan.

**iii. ACQUISITION PROCEDURES**

The Redevelopment Corporation shall be granted by the Board of Aldermen a Certificate of Public Convenience and Necessity, pursuant to Section 11.06.180 and 11.06.220 of the Revised Code of the City of St. Louis, authorizing and empowering the Redevelopment Corporation to acquire by eminent domain all or any part of or any interest in the real property in the Redevelopment Area for the purposes expressed in the Redevelopment Plan.

With respect to property, which must be acquired by the Redevelopment Corporation, the Redevelopment Corporation will endeavor to negotiate voluntary transfer of the property. However, in the event that the Redevelopment Corporation and the owner are unable to reach agreement, or if the owner cannot be located or shall have refused to negotiate an acquisition price with the Redevelopment Corporation, then, in any such event, the Redevelopment Corporation may exercise the right of eminent domain as provided in Chapter 353 R.S.Mo., 2000, as amended, in order to implement the Redevelopment Plan. With respect to all property acquired by the Redevelopment Corporation, relocation benefits will be provided according to the terms of Section N, (Relocation).

**S. PROPOSED CITY ACTIONS AND PROPERTY TO BE ACQUIRED BY THE CITY****i. ACQUISITION**

The Redevelopment Corporation requests that the City undertake and complete the timely vacation of such streets and alleys as may be necessary to implement the Redevelopment Plan. With respect to the rest of the Redevelopment Area, the Redevelopment Corporation requests that no property acquisition be undertaken by the City or an agent of the City other than in instances where the Redevelopment Corporation deems City acquisition to be the most expeditious and fiscally sound approach to implementing the Redevelopment Plan.

**ii. ZONING CHANGES**

See Section K.

**iii. LANDSCAPING**

See Section I.

**iv. FINANCE**

See Section P.

**v. REDEVELOPMENT CORPORATION'S RIGHT TO CONTRACT**

The Redevelopment Corporation reserves the right to enter into a contract with the Land Clearance for Redevelopment

Authority of the City of St. Louis to obtain the services of such Authority to act on behalf of the Redevelopment Corporation in obtaining property by negotiation or condemnation within the Redevelopment Area. In the event of such a contract, all costs of such negotiation or acquisition by condemnation of the Authority will be paid by the Redevelopment Corporation. The Redevelopment Corporation reserves all rights, however, to acquire any and all properties in the Redevelopment Area directly by negotiation or condemnation under Chapter 353 of Missouri Revised Statutes of 2000, as amended, without utilizing the services of the Land Clearance for Redevelopment Authority or any other City agency.

#### **T. CITY-OWNED PROPERTY**

The Redevelopment Corporation anticipates the acquisition of all City-owned property, including property owned by the Land Reutilization Authority within the Redevelopment Area. In addition, the Redevelopment Corporation will acquire all street and alley rights-of-way as described in Section L. However, the Redevelopment Corporation reserves the right to acquire any additional City-owned property within the Redevelopment Area through negotiation if, in the future, any such property is deemed appropriate to effectuate the objectives of the Redevelopment Plan.

#### **U. EMPLOYMENT PRACTICES**

The Redevelopment Corporation, for itself, its successors, and assigns, admits the language, intent, and purpose regarding fair employment practices contained in Ordinance 51512 of the City of St. Louis and admits and agrees that said language, intent, and purpose apply to the Redevelopment Plan and that the Redevelopment Corporation will be bound thereby, and agrees that it will comply with the terms and spirit of said Ordinance.

#### **V. NON-DISCRIMINATION**

The Redevelopment Corporation, for itself, its successors, and assigns, will at all times make all facilities in the Redevelopment Area available to the general public without regard to race, color, disability, economic or social status, religion, sex, marital status, sexual orientation, or national origin. This section shall not be construed as depriving the Redevelopment Corporation or any owner of the customary rights incident to ownership, including the rights of management and the rights to establish rules and regulations for the use of the property or charges or rents therefore, but the Redevelopment Corporation agrees for itself and successors and assigns that there should be covenants to insure that there shall be no discrimination on the part of the Redevelopment Corporation, 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 these covenants shall run with the land and shall be enforceable by the LCRA, PDA, City and United States of America, as their interests may appear in the project. Parcel Development Agreements executed pursuant to Section F hereof shall expressly require each owner's compliance with this non-discrimination provision.

In any contract for work in connection with the Redevelopment of any property in the Area, the Redevelopment Corporation (which term shall include Redevelopment Corporation, any designees, successors and assigns thereof, any entity formed to implement the project of which the Redevelopment Corporation is affiliated), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and non-discrimination ("Laws"). Moreover, the Redevelopment Corporation shall contractually require its contractors to comply with such Laws. The Redevelopment Corporation will not contract or subcontract with any party known to have been found in violation of any such laws, ordinances, regulations or these guidelines.

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

The Redevelopment Corporation shall fully comply with the provisions of the St. Louis City Ordinance #60275 which is codified at Chapter 3.09 of the Revised Ordinances of the City of St. Louis.

The Redevelopment Corporation shall follow all requirements as set forth under Executive Order 11246, the Standard Federal Equal Opportunity Construction Contract Specification and the provisions of Executive Order #28 for the City of St. Louis and any other relevant Executive Order as promulgated by the Mayor's Office for the City of St. Louis applicable to this section.

The Redevelopment Corporation shall be responsible for full and faithful compliance with all requirements as set forth under the HOUSING AND URBAN DEVELOPMENT ACT OF 1968 and any regulations promulgated thereunder.

The Redevelopment Corporation shall follow all requirements and provisions as set forth under Required Federal Aid Provisions and Federal Wage Rate, as amended.

The Redevelopment Corporation shall follow all requirements and provisions as set forth under Annual Wage Order #7 of the Missouri Division of Labor Standards, as amended. In the event of any such conflict, the Federal Wage Rate shall prevail.

**W. TAXES**

Real property acquired by the Redevelopment Corporation within the Redevelopment Area shall be taxed in the manner provided in Section 353.110 of Missouri Revised Statutes of 2000, as amended.

**i. NECESSITY FOR TAX ABATEMENT**

The tax abatement requested in this Redevelopment Plan is essential to make this project financially feasible. Tax abatement will be specifically used:

- 1) To offset land costs and site clean-up costs.
- 2) To offset interest costs on financing, which may otherwise make projects unfeasible.
- 3) To improve security in the Redevelopment Area and to provide amenities which will spur development in the Redevelopment Area.
- 4) To permit effective competition in sale prices with other developments.
- 5) To offset, in part, the risk of private investment in an area, which due to serious physical and economic blight and decline is otherwise unattractive to such investment.
- 6) To provide incentives for new home ownership in the Redevelopment Area.

**ii. TAX ABATEMENT**

Pursuant to Section 353.110.2, RSMo. 2000 and upon compliance with the terms and conditions of Section 11.06.300 and Section 11.06.310 of the Revised Code of the City of St. Louis, 1980, all real property within the Development Area, acquired by the Redevelopment Corporation or conveyed to its successors and assigns as set forth in Subsection W(iv) hereof and used in accordance with the Development Plan, shall be subject for a period of ten (10) years to assessment or payment of general ad valorem property taxes imposed by the City or State or any political subdivision thereof in the manner provided by Section 353.110.1, RSMo. 2000, and said Section is incorporated herein by reference. Such tax abatement shall commence upon the transfer of title of such real property to the Redevelopment Corporations. After a period totaling ten years, such real property shall be subject to assessment and payment of all ad valorem taxes, based on the full true value of the real property at that time; provided, that after the completion of the redevelopment project, as authorized by law or ordinance whenever any urban redevelopment corporation shall elect to pay full taxes, or at the expiration of the period, such real property shall be owned and operated free from any of the conditions, restrictions or provisions of this chapter, and of any ordinance, rule or regulation adopted pursuant hereto, any other law limiting the right of domestic and foreign insurance companies to own and operate real estate to the contrary notwithstanding.

**iii. FORMERLY TAX EXEMPT PROPERTIES**

In the event that any such real property is tax exempt immediately prior to its acquisition by the Redevelopment Corporation, the Assessor of the City of St. Louis shall promptly assess such land, exclusive of improvements, at such valuation as shall conform to, but not exceed, the assessed valuation made during the preceding calendar year of other land, exclusive of improvements, adjacent thereto. The amount of such assessed valuation so fixed by the City Assessor shall not be increased by the City Assessor during the ten (10) year period next following the date upon which the Redevelopment Corporation acquired such property so long as such real property is used in accordance with the Redevelopment Plan.

**iv. CONVEYANCE OF TAX ABATEMENT**

Without limiting the rights to tax benefits described in the other paragraphs of this Redevelopment Plan, any owner of property within the Redevelopment Area may, at its option, form a redevelopment corporation under Chapter 353, Revised Statutes of Missouri, 2000, and upon approval of such redevelopment corporation's preliminary plans by the McRee Town Redevelopment Corporation (as provided herein) and the execution of a Parcel Development Agreement pursuant to which the redevelopment corporation agrees to be bound by the terms, covenants and conditions of the Redevelopment Plan, the Parcel Development Agreement and the Agreement between the Redevelopment Corporation and the City with respect to the property which it may acquire within the Redevelopment Area, such redevelopment corporation shall be entitled to the benefits of The Urban Redevelopment Corporations Act and the ad valorem tax benefits thereof as provided herein without further action by the governing body of the City so long as said redevelopment corporation continues to use said property in accordance with the Redevelopment Plan and Chapter 353, Revised Statutes of Missouri, 2000, and the earnings of such redevelopment corporation from the property and the improvements thereof do not exceed that permitted in Chapter 353, Revised Statutes of Missouri, 2000. Any such redevelopment corporation may hold title for a partnership as a nominee or as a partner and the property so held shall continue to enjoy the tax benefits of Chapter 353, Revised Statutes of Missouri, 2000, without further action of the governing body of the City.

The Redevelopment Corporation may sell or otherwise dispose of any or all of the real property, whether by foreclosure of any mortgage or other lien, through bankruptcy proceedings, by order of any court of competent jurisdiction, by voluntary transfer or otherwise, and the purchaser of such real property shall continue to use, operate and maintain such real property in accordance with the Development Plan, such real property shall continue to be entitled to tax abatement as described in Subsection W(ii) hereof; and this shall continue following any subsequent sales or other dispositions of such property by the Redevelopment Corporation's successors and assigns until expiration of ten (10) year period set forth in Subsection W(ii) hereof.

**v. BREACH OR WITHDRAWAL**

If any portion of the real property is not used, operated, and maintained in accordance with the Redevelopment Plan and any amendments thereto, or in the event that the transferee does not desire the property to continue under the Redevelopment Plan and any amendments thereto, such portion of the real property shall be assessed for ad valorem taxes upon the full true value of the real property and may be owned and operated free from any of the conditions, restrictions, or provisions of Chapter 353 of the Revised Statutes of Missouri, 2000, Section 11.06 of the Revised Code of the City of St. Louis, 1980, and the ordinance approving the Redevelopment Plan, but will not constitute a withdrawal of other parcels of property from the benefits of Chapter 353 of the Revised Statutes of Missouri, 2000, Section 11.06 of the Revised Code of the City of St. Louis, 1980, or said ordinance. A breach of any covenant or obligation imposed by Chapter 353 of the Revised Statutes of Missouri, 2000, as amended, or Section 11.06 of the Revised Code of the City of St. Louis, 1980, by any owner will not constitute a breach by any other owner in the Redevelopment Area, and each parcel of property will be treated separately for this purpose.

**vi. PAYMENTS IN LIEU OF TAXES**

Notwithstanding the tax abatement provisions of Section 353.110, Revised Statutes of Missouri, 2000, the Redevelopment Corporation agrees for itself and on behalf of any other redevelopment corporation or owner taxed pursuant to the provisions of paragraphs ii, iii, and iv hereof, that it or any such other redevelopment corporation or any such other owner will pay the City with respect to each such property which it owns in the Redevelopment Area in addition to the ad valorem taxes computed pursuant to Section 353.110, Revised Statutes of Missouri, 2000, as above provided, any amount annually equal to the amount by which the actual tax on such property computed pursuant to Section 353.110, Revised Statutes of Missouri, 2000, is less than the tax which would have resulted in such taxable years on such property if the assessed value of such property and the improvements thereof remained the same as the assessed value of such property and improvements thereon at January 1, 2001, the first day of the year in which the Ordinance approving this Plan became effective. The obligation to make the foregoing payments shall constitute a lien against each such parcel as to which such obligation applies, enforceable by the City in the same manner as general real estate taxes, but neither the Redevelopment Corporation, nor any of such urban redevelopment corporations nor any of such successors or assigns, nor any individual persons associated with the Redevelopment Corporation, shall have any personal liability with respect thereto.

**vii. OTHER TAXING DISTRICTS**

Notwithstanding anything contained herein to the contrary, any real estate tax abatement granted hereunder shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created.

**X. ANALYSIS OF ECONOMIC BENEFITS**

The data in this section summarizes a series of analyses of projected private investments within the Redevelopment Area to illustrate the economic impact of the development on the City of St. Louis.

The anticipated new investment pursuant to this Redevelopment Plan is estimated to be nearly \$60 million. Public revenues generated during the 15 years of the plan will total an estimated **\$18.4 million**. This is \$10.1 million more than the existing development would generate during the same period (see Appendix II).

In addition, it is estimated that the proposed development will create 235 one-year full time construction jobs at an estimated average annual salary of \$40,000.

**Y. TERM OF PLAN**

This Redevelopment Plan shall remain in full force and effect and shall be binding on the Redevelopment Corporation and all landowners in the Redevelopment Area from the effective date of the ordinance approving this Redevelopment Plan to a date fifteen (15) years thereafter. Notwithstanding anything to the contrary in this paragraph, the Redevelopment Corporation agrees that its redevelopment rights will terminate if significant progress in starting and completing the work contemplated under the Plan has not been achieved in fifteen (15) years from the date hereof. These redevelopment rights include rights received from the City regarding City property and loss of tax abatement.

**Z. PROHIBITED USES**

Because of the unique residential and business park setting which the Redevelopment Corporation desires to implement within the Redevelopment Area, and because of the need to maintain an aura of security within such Area, the Redevelopment Corporation has determined that the following uses (as well as uses similar thereto which in the judgment of the Redevelopment Corporation will be harmful to development within the Redevelopment Area in accordance with the Redevelopment Plan because of such factors as noise, traffic, odor, fire, or explosive hazard and hours of operation) shall not be permitted within the Redevelopment Area. Accordingly, the Redevelopment Corporation will not condone or support, or otherwise approve any of the following uses. However, this objection would not override standard City zoning procedures and regulations otherwise applicable.

- 1) Adult bookstores.
- 2) Game arcades.
- 3) Auto dealers (new or used).
- 4) Automobile service or motor fuel pumping stations.
- 5) Auto parts stores and repair facilities.
- 6) Bottling plants.
- 7) Car wash facilities.
- 8) Dyeing and cleaning plants. (This prohibition does not include retail-cleaning establishments where the cleaning is not done on the premises).
- 9) Drive-in or fast food restaurants, which shall include any establishment whose principal business is the sale of food or beverages in ready-to-consume individual servings, for consumption where either (1) foods or beverages are usually served in edible containers or in paper, plastic, or other disposable containers, and where customers are not served their food or beverages by a restaurant employee at the same table or counter where the items are consumed; or (2) the establishment includes a drive-up or drive-through service facility or offers curbside service provided, however, that fast food restaurants, without drive-up or drive-through service facilities and without curbside service, shall be permitted only within buildings within the Redevelopment Area which have been rehabilitated pursuant to a signed Parcel Development Agreement and upon written approval from the Redevelopment Corporation regarding the use, operator, and all improvements associated with the establishment.

- 10) Fraternity Houses.
- 11) Ice plants.
- 12) Laundries – commercial.
- 13) Livery stables or riding academies.
- 14) Martial art instruction studios, schools, or associations.
- 15) Massage parlors.
- 16) Pawn shops.
- 17) Pinball and video arcades.
- 18) Pool halls or billiard parlors.
- 19) Printing plants.
- 20) Second-hand shops or “flea markets”.
- 21) Junk shops.
- 22) Sorority houses.
- 23) Storage warehouses.
- 24) Tattoo or body piercing parlors.
- 25) Tinsmith or sheet metal shops.
- 26) Tire and muffler centers and auto body shops.
- 27) Tool, truck, or equipment rental.
- 28) X-rated or adult movie houses.

APPENDIX I

SEE ATTACHED DEVELOPMENT STRATEGIES 1-11 ON FILE IN THE REGISTER’S OFFICE

APPENDIX II

SEE TABLE 1 & 2 TAX REVENUE ON FILE IN THE REGISTER’S OFFICE

APPENDIX III

APPENDIX IV

**McRee Town Redevelopment Plan  
Supplemental information**

October 31, 2001

Response to Questions:

**Q: Will any financial assistance be provided to existing homeowners?**

A: The Garden District Commission will be entering into a contract with Regional Housing Community Development Alliance (RHCD) to provide a number of services. One of these services will focus on providing financial assistance to existing homeowners. Possible forms of assistance could entail a no-interest revolving loan program, small one-time forgivable grants and assistance in procuring tax credits through the State's Neighborhood Preservation Act Legislation.

**Q: Why does this plan propose zoning that will allow a "J-Industrial" district adjacent to "A-Single Family" district?**

A: Due to certain of preexisting uses, it was determined to maintain the current zoning for two sites in Area 1.

**Q: Why does this area require 25 years of tax abatement?**

A: Given the level of disinvestment in this area, a substantial incentive will be necessary to help attract and stimulate new capital for development. Among other benefits, tax abatement will help offset land costs, clean-up costs and help provide for new infrastructure throughout the area. However, the plan now proposes to alter the tax abatement. Instead of a 25-year abatement, the plan provides a 10-year abatement for new single-family homes and for renovated multi-family buildings.

The new single-family construction will be a full 10-year abatement. The multi-family abatement will be a 10-year full abatement.

**Q: When would the abatement start?**

A: For single-family new homes, tax abatement would begin the year the home was completed. For the multi-family properties, tax abatement will begin the year the renovation was completed.

**Q: Where else has redevelopment corporations been granted redevelopment rights under Chapter 353 of the Revised Statutes of Missouri?**

A: There are numerous redevelopment corporations functioning in the City that have been granted rights under Chapter 353. Some include, Laclede's Landing, Washington University Medical Center and Grand Center to name a few. The most recent corporation receiving these rights was the Vandeventer – Spring Redevelopment Corporation (VSRC). VSRC received their 353 designation a little over a year ago. This redevelopment corporation was established to assist with the development of Cardinal Ritter College Prep and to stimulate a new market rate housing development on Olive west of Spring

**Q: Why is the new elderly housing proposed in a section that is trying to retain existing housing, rather (than) in the area where wholesale demolition is planned?**

A: To ensure the success of the project, the residents of the McRee Town Redevelopment Corporation and the Jones Company decided it was necessary to maximize the amount of new construction single-family homes. Therefore, during the planning process, the elderly housing component was located in an area adjacent to the new construction to free-up more buildable lots for single-family homes. Furthermore, it was felt that a newly constructed elderly facility could also help stimulate investment and renovations around the facility.

**Q: What is the zoning of the surrounding area?**

A: To the north of McRee Town the area is industrial/commercial and is zoned "K". East of 39<sup>th</sup> Street is the Tiffany Neighborhood. This area is zoned similar as the McRee Town neighborhood with a number of classifications including "F" Neighborhood Commercial, "D" & "C" Multiple –Family. South of McRee Town is the Shaw Neighborhood, which has a variety of zoning, including "F" Neighborhood Commercial, "C" Multiple-Family and "B" Two-Family. Finally, west of Vandeventer are more commercial and industrial activities and is zoned "K" Unrestricted.

**Q: Have sound walls been considered along the highway?**

A: Early on in the planning process of the McRee Town Redevelopment Plan, the Missouri Department of Transportation was contacted and engaged in discussions pertaining to a possible sound wall along Highway 44 at McRee Town. However, the majority of residents found the sound walls to be unattractive and not desirable for the area.

Additional Comments:

4309 Lafayette:

It has been brought to our attention that the property located at 4309 Lafayette was improperly identified in the Neighborhood Plan. The owners of the property state that significant work has been undertaken on this 4-family building and therefore should be identified as a property in "Good" condition. Given that an interior inspection has not been done, it would be difficult to concur with the owners. However, subject to a interior inspection, the Plan will acknowledge that this property is in "Good" condition.

Additional Modifications to the Redevelopment Plan as required by the Plan Commission

1. Detailed design guidelines and conceptual building elevations pertaining to new single-family and renovated multi-family residential buildings in the McRee Town Redevelopment Area only are to be submitted for review and approval of the Planning Commission.
2. Work with the Planning and Urban Design Agency staff to develop an appropriate zoning scheme for the McRee Town Redevelopment Area which is consistent with the Redevelopment Plan, for review and approval of the Planning Commission.
3. Allow property inspections on annual or "as needed" basis, as approved by the Planning and Urban Design Agency and the City Counselor's office.

EXHIBIT C  
DEVELOPMENT AGREEMENT

AN AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2001 (hereinafter referred to as "Agreement"), between the CITY OF ST. LOUIS, MISSOURI, (hereinafter referred to as "City") and MCREE TOWN REDEVELOPMENT CORPORATION, and its successors and assigns (hereinafter referred to as "Developer"), for the execution of the Development Plan submitted by Developer for the area set forth in Exhibit A, attached hereto and incorporated hereby by reference.

WHEREAS, the Board of Aldermen of the City of St. Louis has enacted into law Ordinance No. \_\_\_\_\_ of which this Agreement is a part, approving the Development Plan, submitted by Developer, attached thereto as Exhibit B (hereinafter referred to as the "Development Plan"), and has determined that the clearance, redevelopment, replanning, rehabilitation and reconstruction provided for herein are necessary for the public convenience and necessity and that the approval of the Development Plan and the activities related thereto are necessary for the preservation of the public peace, health, safety, morals and welfare;

WHEREAS, the ordinance of which this Agreement is a part requires the undertaking and performance on the part of Developer and of the City of various obligations;

WHEREAS, said ordinance directs the Mayor of the City to enter into an Agreement with Developer providing for the execution of said Development Plan; and

WHEREAS, MCREE TOWN REDEVELOPMENT CORPORATION, the Developer, is a corporation formed under Chapter 353 of the Revised Statutes of Missouri, 2000, as amended, and is now in good standing in the State of Missouri.

NOW, THEREFORE, the City and Developer, for the consideration and mutual covenants hereinafter contained and described under the conditions hereinafter set forth, do hereby agree as follows:

1. Items Incorporated into this Agreement. The provisions of Chapter 353 of the Revised Statutes of Missouri, 2000, as amended (the "Urban Redevelopment Corporations Law"), up to and including the date of the passage and approval of the ordinance of which this Agreement is a part, the provisions of St. Louis Ordinance No. 56717 and the Development Plan are hereby incorporated by reference and made in whole a part of this Agreement.
2. Legal Description. The development area (hereinafter referred to as the "Redevelopment Area") is as set forth in Exhibit A attached hereto and incorporated herein by reference.
3. Developer Control. Developer shall have complete and exclusive control over the construction of the Development and the management and operation of the Development; provided, however, all construction shall be in accordance with the City's approved review process and the Municipal Code for the City of St. Louis, Missouri.

4. Development Stages. The Development shall consist of stages as set forth in Section C of the Development Plan.
5. Development Timing. The timing of Development shall have certain milestones and be implemented as follows:

<u>Schedule*</u>	<u>Milestones</u>
Six Months	Commence site assembly for Area I
Three Years	Substantially complete site assembly for Area I
Three Years	Construct first display homes in Area I
Ten Years	Substantially complete construction of new homes on the lots in Area I

\* - refers to number of months or years after the execution of this Redevelopment Agreement.

6. Delays/Extensions. Notwithstanding anything to the contrary contained herein, in the Development Plan or in the ordinance approving the Development Plan and of which this Agreement is a part, the times within which development activities are to commence or be completed will automatically be extended appropriately as a result of occurrences, events, actions or inactions not within the reasonable control of Developer, including without limitation construction delays, delays caused by competent legal authority, strikes, lock-outs, labor disputes, riots, fire, act of terrorism, or other casualties, tornadoes, acts of God, acts of public enemy, accidents, governmental restrictions, unanticipated or unusual site conditions, priority regarding acquisition of or use of materials, litigation challenging the rights of Developer and/or the City, or other litigation involving the exercise by Developer of eminent domain to acquire the Redevelopment Area or in connection with any condemnation suit by Developer for acquisition of the Development Area or any part thereof, delays caused by the City, County, State or Federal governments or any failure to obtain requisite permits and/or approvals of City Boards, departments and commissions within the projected time frame.

7. Notice of Delay. Developer shall provide written notice to the City of such delay prior to the end of the period, or extension thereof, in which such action was to have been taken or completed. Said notice shall explain in detail the reason for such delay and the estimated date by which such action will be performed or commenced.

8. Extensions. In addition to any extension pursuant to Section 6 of this Agreement, and upon written request, from Developer, the City may grant extensions to time periods in which certain performances are to be undertaken by Developer.

9. Performance for Benefit of City. In the event Developer shall fail to meet any time limits, as extended, for commencement or completion of any activity, or performance of other obligations, the City, and only the City, may take the actions set forth in Section 10 and Section 19 of this Agreement, and no third parties shall have any rights or claims with respect to such failure.

10. Breach and Compliance. In the event of substantial noncompliance with this Agreement or the Development Plan, written notice of same may be delivered to Developer by the Mayor, and if Developer, after receipt of such notice, shall not have corrected such substantial noncompliance within forty-five (45) days after receipt of said notice, (unless the time for such correction is further extended by the Board of Public Service upon written petition of Developer), or, in the case of alleged substantial noncompliance which cannot reasonably be corrected within forty-five (45) days, if Developer after receipt of such notice shall have not commenced and continued to diligently pursue the correction of such noncompliance then the Mayor may, in his discretion, petition the Board of Public Service to cancel, void and terminate this Agreement and all rights of the Developer hereunder in whole or in part.

If the Mayor does so petition the Board of Public Service, notice of said petition shall be given to Developer by the City. No sooner than fifteen (15) days after notice of said petition is given to the Developer, the Board of Public Service shall hold a hearing on the petition, following which it may, at its option, but only if it finds that there was such substantial noncompliance and failure to timely cure same, or to timely commence and diligently pursue a cure of same, as the case may be, by Developer within the period provided above, cancel, void, and terminate this Agreement and all rights of Developer hereunder in whole or in part.

11. Building Maintenance. After acquisition of any portion of the Redevelopment Area, Developer shall maintain or cause the maintenance of the acquired buildings and public areas in the Redevelopment Area in a good state of repair commensurate with the building code and Ordinances of the City. After acquisition of any portion of the Redevelopment Area,

Developer shall be obligated to secure the acquired buildings until commencement of rehabilitation or reconstruction.

12. Developer's Compliance with City Procedures. Developer shall obtain all necessary permits and approvals as prescribed by law and be subject to all lawful inspections and perform such necessary acts as are required under the ordinances of the City, including the ordinance of which this Agreement is a part. Approval of necessary permits by the City shall not be unreasonably withheld.

13. City Access to Development Project. Following acquisition of the Redevelopment Area, Developer shall cooperate with and permit access to the Redevelopment Area and the Development for the agents, representatives, or other officials of the City during business hours and upon reasonable notice.

14. City Actions. The City agrees to cooperate with Developer in carrying out the Development Plan and this Agreement and with due diligence will perform each and every act required of it under the Development Plan and this Agreement.

15. Tax Abatement.

(a) Pursuant to Section 353.110.2, RSMo. 2000 and upon compliance with the terms and conditions of Section 11.06.300 and Section 11.06.310 of the Revised Code of the City of St. Louis, 1980, all real property within the Development Area, acquired by the Developer or conveyed to its successors and assigns as set forth in Subsection 15(c) hereof and used in accordance with the Development Plan, shall be subject for a period of ten (10) years to assessment or payment of general ad valorem property taxes imposed by the City or State or any political subdivision thereof in the manner provided by Section 353.110.1, RSMo. 2000, and said Section is incorporated herein by reference. Such tax abatement shall commence upon the transfer of title of such real property to the Developer.

(b) Formerly Tax Exempt Properties. In the event that any such real property is tax exempt immediately prior to its acquisition by the Developer, the Assessor of the City of St. Louis shall promptly assess such land, exclusive of improvements, at such valuation as shall conform, to but not exceed, the assessed valuation made during the preceding calendar year of other land, exclusive of improvements, adjacent thereto. The amount of such assessed valuation so fixed by the City Assessor shall not be increased by the City Assessor during the ten (10) year period next following the date upon which the Developer acquired such property so long as such real property is used in accordance with the Development Plan.

(c) Conveyance Of Tax Abatement. The Developer may sell or otherwise dispose of any or all of the real property acquired by it for the purposes of this project. In the event of the sale or other disposition of such property, whether by foreclosure of any mortgage or other lien, through bankruptcy proceedings, by order of any court of competent jurisdiction, by voluntary transfer or otherwise, and the purchaser of such real property shall continue to use, operate and maintain such real property in accordance with the Development Plan, such real property shall continue to be entitled to tax abatement as described in Subsection 15(a) hereof; and this shall continue following any subsequent sales or other dispositions of such property by the Developer's successors and assigns until expiration of the ten (10) year period set forth in Subsection 15(a) hereof.

(d) Breach Or Withdrawal. If any portion of the real property receiving tax abatement is not used, operated, and maintained in accordance with the Development Plan and any amendments thereto, or in the event that the transferee does not desire the property to continue under the Development Plan and any amendments thereto, such portion of the real property shall be assessed for ad valorem taxes upon the full true value of the real property and may be owned and operated free from any of the conditions, restrictions, or provisions of Chapter 353 of the Revised Statutes of Missouri, 2000, Section 11.06 of the Revised Code of the City of St. Louis, 1980, and the ordinance approving the Development Plan, but will not constitute a withdrawal of other parcels of property from the benefits of Chapter 353 of the Revised Statutes of Missouri, 2000, Section 11.06 of the Revised Code of the City of St. Louis, 1980, or said ordinance. A breach of any covenant or obligation imposed by Chapter 353 of the Revised Statutes of Missouri, 1978, as amended, or Section 11.06 of the Revised Code of the City of St. Louis, 2000, by any owner will not constitute a breach by any other owner in the Development Area, and each parcel of property will be treated separately for this purpose.

(e) Currently Exempt Property. Any real property within the Development Area which is otherwise exempt from property taxes pursuant to Section 137.100(5), RSMo. 2000, shall not be affected by Section 15 hereof.

16. Earnings Limitation on Development. The net earnings of Developer from the Development shall be limited as provided in Section 353.030 of the Revised Statutes of Missouri, 2000, as amended, and Developer shall comply in all respects with the provisions of Section 353.030 of the Revised Statutes of Missouri, 2000, as amended. In addition to all other applicable laws, no dividend shall be distributed to the shareholders of the Developer unless and until a Certificate of Completion has been issued

by the City.

17. Developer's Right to Transfer Property. Developer reserves the right to sell, assign, transfer, lease, mortgage and convey any property or any part thereof or interest therein which it may acquire within the Redevelopment Area, to any person, corporation, partnership, public authority, joint venture or other entity, including, without limitation, any affiliate of Developer, either before or after completion of the development activities as herein provided. In the event of the conveyance, by sale or otherwise, of all or a part of the Redevelopment Area, or the Development thereon, within five (5) years of the effective date of the Ordinance approving the Development Plan and of which this Agreement is a part, Developer, its successors and assigns, covenants that it shall notify the City at least fifteen (15) days in advance of the closing of such sale or conveyance. All such transfers prior to completion of the acquisition, construction and completion of improvements to the Redevelopment Area, however, shall be subject to the requirements of the Development Plan, Ordinance No. \_\_\_\_\_ [blight ordinance], this Agreement and the ordinance of which this Agreement is a part, to complete the development activities called for in the Development Plan with respect to such property. All such transfers, before or after completion of the development activities, shall be subject to the covenants set forth in Section 23 of this Agreement.

18. Performance Bonding. Developer has demonstrated its financial capability to undertake and complete the acquisition of the Redevelopment Area. The covenants of Developer contained herein are therefore deemed sufficient to assure acquisition of the Redevelopment Area and there shall be no requirement for performance bond or other surety respecting acquisition of the Redevelopment Area or performances required by this Agreement.

19. Liquidated Damages. Notwithstanding the City's right to terminate for substantial non-compliance consistent with Paragraph 10 hereof, liquidated damages in the amount of Five Hundred Dollars (\$500.00) for each month of delay may be assessed in favor of the City upon failure of Developer to complete the Development within the time agreed after acquisition of the Redevelopment Area, except as said time may be extended automatically hereunder or by the Board of Aldermen for good cause and except as provided for in Section 6 and Section 25 of this Agreement, or upon failure of Developer to comply with the other requirements, covenants and conditions herein. Periods of less than one (1) month shall be assessed upon a basis proportionate to the number of days in the period. The City shall be entitled to enforce the terms of this provision by civil action.

20. Certificate of Completion. Developer shall request, in writing, after completion of any phase or any part thereof, in accordance with the approved Development Plan, that the City issue a Certificate of Completion on any part of the Development. Upon receipt of such request by the City, and after the President of the Board of Public Service conducts an investigation and makes recommendations, the Board of Aldermen shall consider the matter then before it and if Developer has substantially completed the Development in accordance with the Development Plan, shall grant the issuance of a Certificate of Completion. However, in the event the Board of Aldermen determines that any part of the Development has not been substantially completed in accordance with the approved Development Plan, the Mayor shall forthwith transmit notice by certified or registered mail, return receipt requested, to Developer, stating the reasons for the finding that there has not been substantial compliance with the approved Development Plan. Failure to so notify Developer within thirty (30) days after receipt of said written request shall be deemed a Certificate of Completion. Developer shall have one hundred and eighty (180) days after the transmission of such notice by the Mayor within which to correct any such failure to substantially complete the Development in accordance with the Development Plan.

21. Relocation Benefits. As a minimum, the Developer will comply with the provisions of the federal Uniform Relocation Act because of the use of federal funds to carry out this project. The federal Uniform Relocation Act will supersede the City Relocation Policy (Ordinance 62481, *approved 12/20/91*) under the Redevelopment Plan.

22. Modifications. The terms, conditions and provisions of this Agreement of the Development Plan can be neither substantially modified nor eliminated except by mutual agreement in writing between the City and Developer; provided, however, that this Agreement shall not be construed as an enlargement of the authority conferred upon the City by Chapter 353 of the Revised Statutes of Missouri, 2000, as amended.

23. Term of Use Limitation. Developer, for and on behalf of itself and its successors and assigns, covenants that the uses in the Redevelopment Area shall be limited to the uses described in the Development Plan for a period of fifteen (15) years from the effective date of the ordinance approving the Development Plan and of which this Agreement is a part.

24. Term of Agreement. This agreement shall remain in full force and effect for fifteen (15) years whereupon this Agreement shall terminate and become null and void, provided that all development as herein described has been completed and so certified by the Board of Aldermen. The right and privileges given to Developer by this Agreement and the duties and obligations imposed on Developer shall apply only to the development project described in the Development Plan. Notwithstanding anything

herein to the contrary, any liability of either party hereto to the other accruing prior to the termination of this Agreement and remaining unsatisfied at the time of such termination, shall continue and remain actionable beyond such date of termination subject to applicable statutes of limitations.

25. Invalidation or Cancellation of Agreement by Developer. In the event that Developer shall be prohibited from performing the covenants and agreements herein contained, or contained in the Development Plan by the order of any governmental agency or other authority of competent jurisdiction, or Court, or in the event that Chapter 353 of the Revised Statutes of Missouri, 2000, as amended, or Ordinance No. 56717, or the ordinance of which this Agreement is a part, shall be declared invalid in whole or in part, or shall be amended in whole or in part, and Developer is denied exercise of eminent domain available to Developer under said laws, or if Developer determines, in its sole discretion, that the acquisition costs of the Redevelopment Area will render the Redevelopment Plan economically infeasible, then and in any such event, Developer may cancel or terminate this Agreement by giving written notice of its intention to do so to the City within the sixty (60) day period after the event giving rise to such right.

26. Hold Harmless. Developer hereby agrees that, anything to the contrary herein notwithstanding, it will hold harmless and defend the City against any and all claims, loss, damage, injury and liability however caused, resulting from, arising out of or in any way connected with the matters set forth in the Development Plan, this Agreement, or the ordinance of which this Agreement is a part, other than claims, loss, damage, injury and liability caused by or contributed to, or resulting from any intentional acts or alleged intentional sets or negligence or alleged negligence on the part of any officer, employee or agent of the City.

27. Notice. Whenever notice or other communication is called for herein to be given or is otherwise given pursuant hereto, it shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

if to the City:

Mayor, City of St. Louis  
City Hall  
1200 Market St.  
St. Louis, MO 63103

with a copy to:

City Counselor  
City of St. Louis  
City Hall  
1200 Market St.  
St. Louis, MO 63103

if to Developer;

McRee Town Redevelopment Corporation  
4069 Shenandoah  
St. Louis, MO 63110

with a copy to:

Linda Martinez

Bryan Cave LLP  
One Metropolitan Square, Suite 3600  
St. Louis, MO 63110

All said notices by mail shall be deemed given upon receipt. A change or addition of designated officers or addresses may be effected by providing written notice of such change or addition to the other party.

28. Severability. The provisions of this Agreement shall be deemed severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain valid



NOTARY PUBLIC

My Commission Expires:

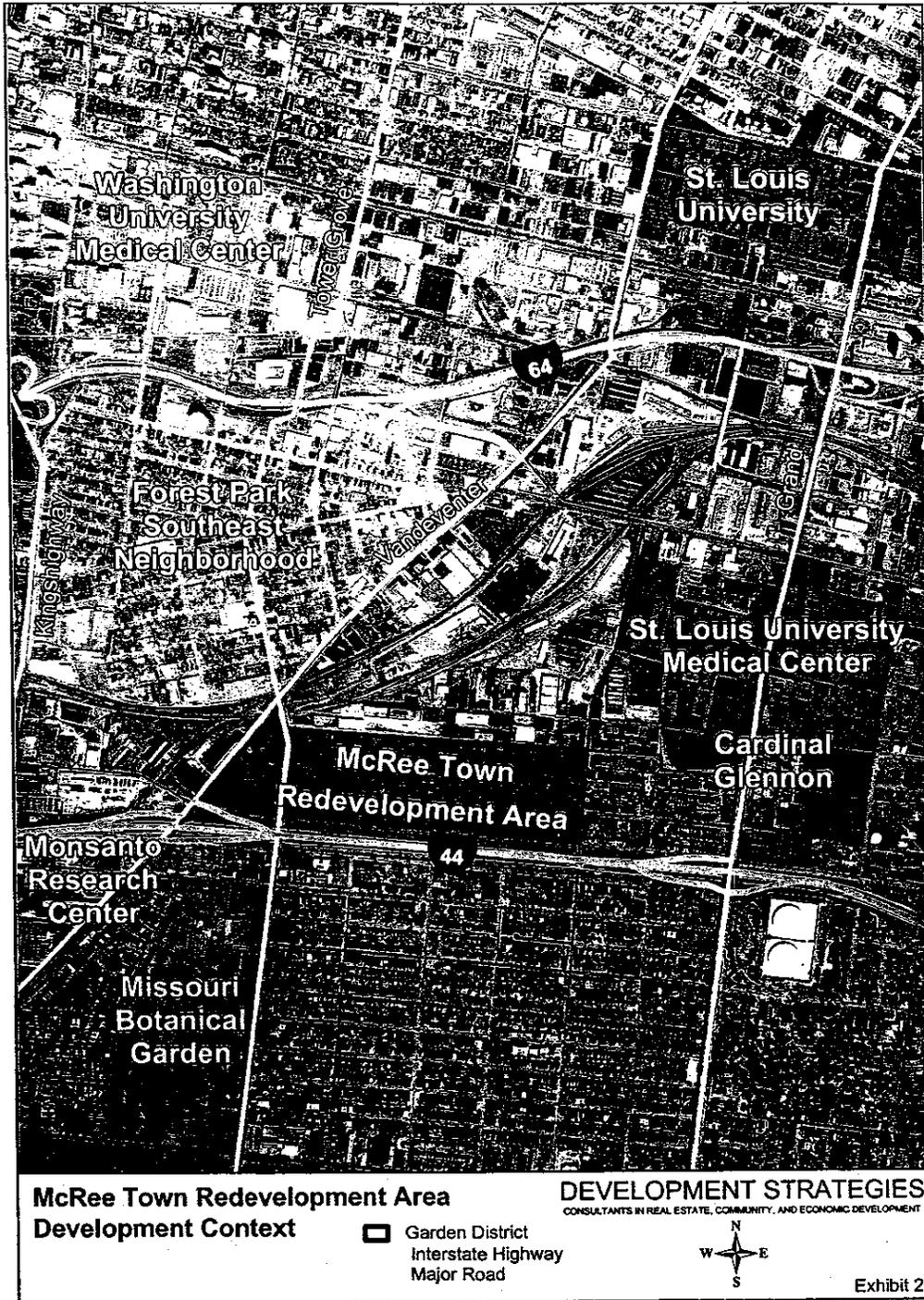
See attached Exhibits 1 thru 8

**Approved: March 18, 2002**

**ORDINANCE NO. 65441 - MCREE TOWN DEVELOPMENT STRATEGIES EXHIBIT 1**

ORDINANCE NO. 65441 - MCREE TOWN DEVELOPMENT STRATEGIES EXHIBIT 2

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**ORDINANCE NO. 65441 - MCREE TOWN DEVELOPMENT STRATEGIES EXHIBIT 3**

**ORDINANCE NO. 65441 - MCREE TOWN DEVELOPMENT STRATEGIES EXHIBIT 4**

**ORDINANCE NO. 65441 - MCREE TOWN DEVELOPMENT STRATEGIES EXHIBIT 5**

**ORDINANCE NO. 65441 - MCREE TOWN DEVELOPMENT STRATEGIES EXHIBIT 6**

**ORDINANCE NO. 65441 - MCREE TOWN DEVELOPMENT STRATEGIES EXHIBIT 7**

ORDINANCE NO. 65441 - MCREE TOWN DEVELOPMENT STRATEGIES EXHIBIT 8

