

**ORDINANCE #68950**  
**Board Bill No. 105**  
**Committee Substitute**

An Ordinance approving the petition of owners of certain real property to establish the 212 S. Grand Community Improvement District; finding a public purpose for the establishment of the 212 S. Grand Community Improvement District; authorizing the execution of a Transportation Project Agreement between the City and the 212 S. Grand Transportation Development District; prescribing the form and details of said Transportation Project Agreement; making certain findings with respect thereto; authorizing certain other of City officials; and containing an emergency clause and a severability clause.

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

**WHEREAS**, Mo. Rev. Stat. §67.1400 et seq. (the “CID Act”) authorizes the Board of Aldermen to approve the petitions of property owners to establish a community improvement district; and

**WHEREAS**, a petition has been filed with the City, requesting formation and establishment of the 212 S. Grand Community Improvement District (the “CID”), signed by the owners or representatives of the owners of more than fifty percent by assessed value and per capita of the property located within the proposed boundaries of the CID (the “CID Petition”), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

**WHEREAS**, the Register of the City did review and determine that the CID Petition substantially complies with the requirements of the CID Act; and

**WHEREAS**, a public hearing, duly noticed and conducted as required by and in accordance with the CID Act was held at 9:00 a.m. on June 30, 2011, by the Board of Aldermen; and

**WHEREAS**, pursuant to Mo. Rev. Stat. §§238.200 to 238.280 (the “TDD Act”), that certain Petition for the Creation of a Transportation Development District, which has been filed in the Circuit Court of the City (the “TDD Petition”) for the creation of the 212 S. Grand Transportation Development District (the “TDD”) and for the purpose of generating revenue to fund or assist in the funding the “Transportation Project” described in the TDD Petition; and

**WHEREAS**, the TDD intends to undertake that certain “Transportation Project” as described and defined in the TDD Petition, which Transportation Project will provide a benefit to the City by increasing the available supply of parking; and

**WHEREAS**, the City constitutes the “local transportation authority” for the purposes of the Transportation Project, and as no portion of the proposed project has been or is intended to be merged into the State highways and transportation system under the jurisdiction of the Missouri Highway Transportation Commission, approval of the Transportation Project is vested exclusively with the City; and

**WHEREAS**, the TDD Act provides that prior to construction or funding of a proposed project, such project shall be submitted to the local transportation authority for its prior approval, subject to any required revisions of such project, and the district and local transportation authority in question entering into a mutually satisfactory agreement regarding the development and future maintenance of the Transportation Project; and

**WHEREAS**, the City hereby desires and intends to approve the Transportation Project, subject to the TDD and the City entering into a mutually satisfactory agreement regarding the development and future maintenance of the Transportation Project; and

**WHEREAS**, the City intends to enter into that certain Transportation Project Agreement (the “Transportation Project Agreement”), in the form attached hereto as **Appendix B** and incorporated herein by reference, with the TDD, as a mutually satisfactory agreement regarding the development and future maintenance of the Transportation Project; and

**WHEREAS**, the TDD Act provides that, within six months after development and initial maintenance costs of a project have been paid, the district shall transfer control and ownership of the project in question to the local transportation authority pursuant to contract; and

**WHEREAS**, the TDD intends to transfer and the City intends to accept such control and ownership pursuant to and on the terms set forth in the Transportation Project Agreement; and

**WHEREAS**, the Board of Aldermen hereby determines that the terms of the Transportation Project Agreement are acceptable, and that the execution thereof, and delivery and performance by the City and the TDD of their respective obligations therein are in the best interests of the City and the health, safety, morals and welfare of its residents; and

**WHEREAS**, this Board of Alderman finds it appropriate and in the best interests of the City that all of the property within the CID be declared a “blighted area” pursuant to Section 67.1401.2(3) of the CID Act because such property, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, and/or the existence of conditions which endanger life or property by fire and other causes, constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in its present condition and use; and

**WHEREAS**, this Board of Aldermen hereby finds that the adoption of this ordinance is in the best interest of the City of St. Louis and that the owners of real property located within the CID, as well as the City as a whole, will benefit from the establishment of the CID and the other transactions described herein.

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

**SECTION ONE.**

(a) A community improvement district, to be known as the “212 S. Grand Community Improvement District” (hereinafter referred to as the “CID”), is hereby established pursuant to the CID Act on certain real property described below to provide services, construct improvements, impose a sales and use tax and carry out other functions as set forth in the Petition, which is attached hereto as **Appendix A** and incorporated herein by this reference.

(b) The CID boundaries are set forth in the CID Petition and are generally described as follows: the real property located at 212 S. Grand Blvd. and 374 S. Grand Blvd., generally bounded by S. Grand Blvd. to the west; Forest Park Ave and 300 S. Grand Blvd. to the north; 300 S. Grand Blvd., 314 S. Grand Blvd., and 3501 Market Street to the east, and Market Street and 3501 Market Street to the south.

**SECTION TWO.** The CID is authorized by the CID Petition, in accordance with the CID Act, to impose a tax upon retail sales within the CID to provide funds to accomplish any power, duty or purpose of the CID.

**SECTION THREE.** The CID is authorized by the CID Act, at any time, to issue obligations, or to enter into agreements with other entities with the authority to issue obligations, for the purpose of carrying out any of its powers, duties, or purposes. Such obligations shall be payable out of all, part or any combination of the revenues of the CID and may be further secured by all or any part of any property or any interest in any property by mortgage or any other security interest granted. Such obligations shall be authorized by resolution of the CID, and if issued by the CID, shall bear such date or dates, and shall mature at such time or times, but not more than twenty (20) years from the date of issuance, as the resolution shall specify. Such obligations shall be in such denomination, bear interest at such rate or rates, be in such form, be payable in such place or places, be subject to redemption as such resolution may provide and be sold at either public or private sale at such prices as the CID shall determine subject to the provisions of Mo. Rev. Stat. §108.170. The CID is also authorized to issue such obligations to refund, in whole or part, obligations previously issued by the CID.

**SECTION FOUR.**

(a) Pursuant to the CID Petition, the CID shall be in the form of a political subdivision of the State of Missouri, known as the “212 S. Grand Community Improvement District.”

(b) Pursuant to Section 67.1471 of the CID Act, the fiscal year for the CID shall be the same as the fiscal year for the City.

(c) No earlier than one hundred and eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, the CID shall submit to the Board of Aldermen a proposed annual budget for the CID, setting forth expected expenditures, revenues, and rates of assessments, if any, for such fiscal year. The Board of Aldermen may review and comment on this proposed budget, but if such comments are given, the Board of Aldermen shall provide such written comments no later than sixty (60) days

prior to the first day of the relevant fiscal year; such comments shall not constitute requirements, but shall only be recommendations.

(d) The CID shall hold an annual meeting and adopt an annual budget no later than thirty (30) days prior to the first day of each fiscal year.

**SECTION FIVE.** The CID is authorized to use the funds of the CID for any of the improvements, services or other activities authorized under the CID Act.

**SECTION SIX.** Pursuant to the CID Act, the CID shall have all of the powers necessary to carry out and effectuate the purposes of the CID and the CID Act as set forth in the CID Act.

**SECTION SEVEN.** The City hereby finds that the uses of the CID proceeds as provided for in the CID Petition will serve a public purpose by remediating blight and encouraging the redevelopment of real property within the CID.

**SECTION EIGHT.** The property within the CID is hereby declared to be a “blighted area” pursuant to Section 67.1401.2(3) of the CID Act because such property, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, and/or the existence of conditions which endanger life or property by fire and other causes, constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in its present condition and use.

**SECTION NINE.** Within one hundred twenty (120) days after the end of each fiscal year, the CID shall submit a report to the Register of the City and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made by the CID during such fiscal year, and copies of written resolutions approved by the board of directors of the CID during the fiscal year. The Register shall retain this report as part of the official records of the City and shall also cause this report to be spread upon the records of the Board of Aldermen, pursuant to Section 67.1471 of the CID Act.

**SECTION TEN.** The term for the existence of the CID shall be as set forth in the CID Petition, as may be amended from time to time, or as such term may be otherwise modified in accordance with the CID Act.

**SECTION ELEVEN.** Pursuant to the CID Act, the Board of Aldermen shall not decrease the level of publicly funded services in the CID existing prior to the creation of the CID or transfer the burden of providing the services to the CID unless the services at the same time are decreased throughout the City, nor shall the Board of Aldermen discriminate in the provision of the publicly funded services between areas included in the CID and areas not so included.

**SECTION TWELVE.** The Register shall report in writing the creation of the 212 S. Grand Community Improvement District to the Missouri Department of Economic Development.

**SECTION THIRTEEN.** The CID Petition provides that the CID shall be governed by a Board of Directors consisting of five individual directors (collectively the “Directors” and each a “Director”), such Directors to be appointed by the Mayor of the City with the consent of the Board of Aldermen, in accordance with the CID Act and the qualifications set forth in the CID Petition. By his approval of this ordinance, the Mayor does hereby appoint the following named individuals as Directors of the CID for the terms set forth below, and by adoption of this ordinance, the Board of Aldermen hereby consents to such appointments:

<u>Name</u>	<u>Term</u>
1. Lori Record	2 years
2. Joseph Munaco	2 years
3. Caroline Saunders	2 years
4. Richard Yackey	4 years
5. Nick Yackey	4 years

**SECTION FOURTEEN.** The Board of Aldermen hereby approves the Transportation Project as submitted to the City.

**SECTION FIFTEEN.** The Board of Aldermen further finds and determines that it is necessary and desirable to enter into the Transportation Project Agreement with the TDD in order to implement the Transportation Project.

**SECTION SIXTEEN.** The Board of Aldermen finds and determines that the Transportation Project is necessary and desirable in order to increase public access to the parcels described in the TDD Petition and the supply of available parking in the City.

**SECTION SEVENTEEN.** The Board of Aldermen hereby approves, and the Mayor and Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the Transportation Project Agreement by and between the City and the TDD in similar form to that attached hereto as **Appendix B**, and the City Register is hereby authorized and directed to attest to the Transportation Project Agreement and to affix the seal of the City thereto. The Transportation Project Agreement shall be in substantially the form attached, with such changes therein as shall be approved by said Mayor and Comptroller executing the same and as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized.

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

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

**SECTION TWENTY.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is held to be invalid or unconstitutional, or unlawful for any reason, by any court of competent jurisdiction, such portion shall be deemed and is hereby declared to be a separate, distinct and independent provision of this ordinance, and such holding or holdings shall not affect the validity of the remaining portions of this ordinance.

**SECTION TWENTY ONE.** The Board of Aldermen hereby finds and determines that this ordinance constitutes an “emergency measure” pursuant to Article IV, Section 20 of the City Charter, because this Ordinance establishes the CID, which is a taxing district, and as such, this Ordinance shall take effect immediately upon its approval by the Mayor as provided in Article IV, Section 20 of the City Charter.

**SECTION TWENTY TWO.** No CID sales tax proceeds shall be used to pay for demolition of the property.

**APPENDIX A**

Petition to Establish the 212 S. Grand Community Improvement District  
**(IS ON FILE WITH THE CITY REGISTER)**

**APPENDIX B**

Form of Transportation Project Agreement  
**SEE ATTACHED**

**212 S. GRAND TRANSPORTATION DEVELOPMENT DISTRICT****TRANSPORTATION PROJECT AGREEMENT**

THIS 212 S. GRAND TRANSPORTATION PROJECT AGREEMENT (this "Agreement") is made and entered into as of the \_\_\_ day of June, 2011, by and between the 212 S. GRAND TRANSPORTATION DEVELOPMENT DISTRICT, a political subdivision duly organized and existing under the laws of the State of Missouri (the "TDD"), and the CITY OF ST. LOUIS, MISSOURI, a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri (the "City").

Recitals:

A. The TDD is a political subdivision and transportation development district formed pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.275 of the Revised Statutes of Missouri, as amended (the "TDD Act").

B. Union Square Enterprises, LLC, a Missouri limited liability company, or an affiliate (the "Developer"), is the owner of certain real property described on Exhibit A, attached hereto and incorporated herein by this reference, together with certain improvements thereon, located in the City (the "Property").

C. The TDD shall acquire from the Developer a leasehold interest in the Property, upon which the Developer may design, develop, and construct a TDD Project, may cause the design, development, and construction of a TDD Project, or which may be acquired for a TDD Project (as hereinafter defined).

D. The City and the TDD desire to enter into this Agreement in order to: (i) acknowledge the general economic benefit and value to the community created by the TDD Project and to provide for public access within the TDD Project on the terms set forth herein; (ii) memorialize the agreement of the City, acting in its capacity as local transportation authority (as defined in the TDD Act) regarding development and future maintenance of the TDD Project; and (iii) serve as the contract pursuant to which the TDD shall transfer control and ownership of the TDD Project to the City after the costs thereof have been paid in accordance with Section 238.275.1 of the TDD Act. The City acknowledges that it is entering into this Agreement for the overall benefit of the community and that the commitment to provide public access to the TDD Project does not constitute a specific economic benefit to the City or the TDD.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt and sufficiency of which are acknowledged, the TDD and the City hereby agree as follows:

**Section 1. Definitions.** In addition to the capitalized terms defined elsewhere in this Agreement and in the Recitals, the following capitalized terms used in this Agreement shall have the meanings ascribed to them in this Section.

*Lease.* That certain lease agreement entered into between the Developer, as landlord, and the TDD, as tenant, for the TDD Project, as may be amended from time to time by the parties thereto.

*Obligations.* Obligations issued by the TDD or the City to finance the design, development, construction and/or the acquisition of the TDD Project.

*Property.* The real property described in Exhibit A hereto, all of which is located within the boundaries of the TDD.

*TDD Ground Sublease.* That certain sublease agreement entered into between the TDD, as Landlord, and the Developer, as subtenant, as may be amended from time to time by the parties thereto.

*TDD Project.* The Transportation Project described in Exhibit C of the Petition for the Creation of a Transportation Development District, filed in the Circuit Court of the City of St. Louis, Cause No. \_\_\_\_\_, Division \_\_\_\_, on June \_\_\_\_, 2011.

*TDD Revenues.* The TDD Sales Tax and any other sales taxes, special assessments, real property taxes and other fees and charges that may be imposed by the TDD pursuant to the applicable provisions of the TDD Act.

*TDD Sales Tax.* The transportation development district sales tax that the TDD is authorized to impose pursuant to Section

238.235 of the TDD Act.

*Term.* The period commencing on the date of execution of the TDD Ground Sublease and, unless otherwise terminated hereunder prior thereto, continuing until the end of the calendar month that includes that date that is the later of: (i) the end of the TDD Project's reasonably expected useful life, as determined by an engineer qualified to provide engineering services in the State of Missouri; or (ii) the satisfaction in full of all Obligations.

**Section 2. Access to TDD Project.** The TDD shall, and shall cause its agents and contractors to, comply with any and all applicable laws in connection with its operation of the TDD Project. Prior to the Transfer (as hereinafter defined), the TDD shall retain all operational control of the TDD Project. After the Transfer, the City shall have all operational control of the TDD Project for the duration of the Lease term, subject to any existing encumbrances.

**Section 3. Transfer of Ownership and Control.** The City and the TDD agree to execute an Assignment of Lease Agreement in form mutually agreeable to the parties immediately upon maturity or termination of the Obligations, by which the TDD transfers to the City its interest in the Lease for the remaining term of the Lease (the "Transfer"). The TDD and the City acknowledge that, upon execution, the transactions contemplated by the Assignment of Lease Agreement shall constitute the transfer of control and ownership of the Project as required pursuant to Section 238.275 of the TDD Act, provided that the TDD shall remain responsible for operation and maintenance of the Project even after such transfer, in accordance with Section 4 hereinafter.

**Section 4. TDD Project Operation and Maintenance.** Except as otherwise provided in the Lease, while the Obligations remain outstanding, the TDD shall perform, or cause to be performed, all obligations connected with or arising out of owning, occupying or using the TDD Project or any part thereof, including without limitation the payment of all expenses required for the operation of the TDD Project, including, without limitation, payment of any real or personal property taxes, assessments, payments in lieu of taxes assessed, any expenses incurred, performance of any cleaning or maintenance services required to maintain the TDD Project in good condition, and provision of any repairs for any damage to the TDD Project (the "TDD Maintenance"). The TDD agrees to operate and maintain the TDD Project in accordance with all applicable laws and regulations. Following the satisfaction in full of all Obligations, and during the remaining Term of this Agreement, the City shall be responsible for the TDD Maintenance.

**Section 5. Indemnification and Release.** To the extent permitted by law, the TDD agrees to indemnify, defend, and hold the City, its employees, agents, and independent contractors and consultants harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, and costs and/or expenses, including court costs and reasonable attorneys' fees and expenses, resulting from, arising out of, or in any way connected with: (i) the acquisition of the TDD Project, including liability under any Environmental Laws; and (ii) the negligence or willful misconduct of the TDD or its respective employees, agents or independent contractors in connection with the management and acquisition of the TDD Project. To the extent permitted by law, the City agrees to indemnify, defend, and hold the TDD and its employees, agents, and independent contractors harmless from and against any and all suits, claims, damages, injuries, liabilities, and costs and/or expenses, including court costs and reasonable attorneys' fees and expenses, resulting from, arising out of, or in any way connected with the negligence or willful misconduct of the City, its employees, agents, and independent contractors and consultants, or arising from a default by the City of its obligations hereunder. The indemnifications set forth in this Section shall survive termination or expiration of this Agreement.

**Section 6. Miscellaneous.**

**6.1 Representations and Warranties of the TDD.** The TDD hereby represents and warrants to the City and the Developer that: (i) the TDD is authorized to enter into and perform this Agreement and each agreement to be executed and performed by the TDD pursuant to this Agreement; (ii) this Agreement was duly authorized by the governing body of the TDD; and (iii) this Agreement is binding upon, and enforceable against the TDD, in accordance with its terms.

**6.2 Representations and Warranties of the City.** The City hereby represents and warrants to the TDD and the Developer that: (i) the City is authorized to enter into and perform this Agreement and each agreement to be executed and performed by the City pursuant to this Agreement; (ii) this Agreement was duly authorized by the governing body of the City; and (iii) this Agreement is binding upon, and enforceable against the City, in accordance with its terms.

**6.3 Termination.** In the event that the Ordinance authorizing the execution of this Agreement shall become ineffective, then this Agreement shall terminate.

**6.4 Applicable Law.** This Agreement shall be taken and deemed to have been fully executed, made by the parties

in, and governed by, the laws of the State of Missouri.

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

**6.6 Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the TDD and the City with respect to the matters herein and no other agreements or representations other than those contained in this Agreement have been made by the parties. It supercedes all prior written or oral understandings with respect thereto. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the TDD and the City.

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

**6.7 Severability.** In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision, unless the unenforceable or invalid term or provision is such that a court reasonably would find that the parties, or any of them, would not have entered this Agreement without such term or provision, or would not have intended the remainder of this Agreement to be enforced without such term or provision.

**6.8 Notices.** Any notice, demand, or other communication required by this Agreement to be given by any party hereto to the others shall be in writing and shall be sufficiently given or delivered if dispatched by certified mail, postage prepaid, or delivered personally as follows:

In the case of the TDD: 212 S. Grand Transportation Development District  
706 Demun, Suite B  
St. Louis, Missouri 63105  
Attention: Richard K. Yackey

With a copy to: Husch Blackwell LLP  
190 Carondelet Plaza, Suite 600  
St. Louis, Missouri 63105  
Attention: David Richardson, Esq.

In the case of the City, to: City of St. Louis  
City Hall  
1200 Market Street  
St. Louis, Missouri 63103  
Attention: Mayor, Room 200  
Attention: Comptroller, Room 212

With a copy to: St. Louis Development Corporation  
1015 Locust Street, Suite 1200  
St. Louis, Missouri 63101  
Attention: Executive Director

and

City Counselor  
City of St. Louis  
1200 Market Street, Room 314  
St. Louis, Missouri 63103  
Attention: Patricia A. Hageman

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

**[Signature Pages to Follow.]**

**IN WITNESS WHEREOF**, the parties have caused this 212 S. Grand Transportation Development District Transportation Project Agreement to be executed as of the date first written above.

**212 S. GRAND TRANSPORTATION  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_,  
\_\_\_\_\_, Chairman

ATTEST:

By: \_\_\_\_\_,  
\_\_\_\_\_, Secretary

**IN WITNESS WHEREOF**, the parties have caused this 212 S. Grand Transportation Development District Transportation Project Agreement to be executed as of the date first written above.

**CITY OF ST. LOUIS, MISSOURI**

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

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

Attest:

\_\_\_\_\_  
Register

Approved as to form:

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

**EXHIBIT A**

**LEGAL DESCRIPTION**

The property of the District is legally described as follows:

PARCEL 1:

A tract of land in Block 2206-A of the City of St. Louis, Missouri and particularly described as follows:

Beginning at a point in the South line of Forest Park Boulevard, 150 feet wide, said point having coordinates 99851.024 North and 199977.956 East, said point also being distant South 76 degrees 28 minutes 25 seconds East a distance of 7.996 feet from the intersection of the extension of the East line of Grand Boulevard, 90 feet wide, and the extension of the South line of said Forest Park Boulevard; thence along the South line of said Forest Park Boulevard, South 76 degrees 28 minutes 25 seconds East a distance of 164.915 feet to a point having coordinates 99812.452 North and 200138.297 East; thence South 13 degrees 31 minutes 35 seconds West a distance of 150.000 feet to a point having coordinates 99666.613 North and 200103.212 East; thence North 76 degrees 28

minutes 25 seconds West along a line 4.000 feet North of and parallel to the South line of Parcel 2 a distance of 177.500 feet to a point in the East line of Grand Boulevard, 90 feet wide, said point having coordinates 99708.128 North and 199930.636 East; thence North 15 degrees 16 minutes 43 seconds East along the East line of said Grand Boulevard, a distance of 142.076 feet to a point having coordinates 99845.181 North and 199968.075 East; thence North 59 degrees 24 minutes 07 seconds East, a distance of 11.479 feet to the point of beginning.

PARCEL 2:

A tract of land in Block 2206-A of the City of St. Louis, Missouri hereinafter known as the North Building Section of Parcel No. 1 and more particularly described as follows:

Its Northwest corner being located at a point measured from the point of intersection of the North line of property owned by the State Highway Commission of Missouri and the East line of Grand Boulevard, 90 feet wide, said point of intersection having coordinates 99436.911 North and 199856.549 East; thence along the said East line of Grand Boulevard North 15 degrees 16 minutes 43 seconds East a distance of 277.153 feet to a point in the South line of Parcel No. 2, said point having coordinates 99704.268 North and 199929.582 East; thence South 76 degrees 28 minutes 25 seconds East along the said South line of Parcel No. 2 a distance of 158.170 feet to the aforesaid Northwest corner, said Northwest corner having coordinates 9967.273 North and 200083.365 East and being bounded by a line commencing at the said Northwest corner; thence South 76 degrees 28 minutes 25 seconds East along the South line of Parcel No. 2 for a distance of 344.080 feet to a point on the West line of Parcel No. 3, said point having coordinates 99586.795 North and 200417.901 East, thence South 13 degrees 31 minutes 35 seconds West along the said West line of Parcel No. 3, a distance of 164.666 feet to a point, the said point being coincident with the Southwest corner of Parcel No. 3 and having coordinates 99426.697 North and 200379.387 East, thence North 76 degrees 28 minutes 25 seconds West a distance of 344.080 feet to a point having coordinates 99507.175 North and 200044.851 East; thence North 13 degrees 31 minutes 35 seconds East a distance of 164.666 feet to the point of beginning.

PARCEL 3:

A tract of land in Block 2206-A of the City of St. Louis, Missouri, hereinafter known as the South Building Section of Parcel No. 1 and more particularly described as follows:

Its Southwest corner being at the point of intersection of the North line of property owned by the State Highway Commission of Missouri and the East line of Grand Boulevard, 90 feet wide, said point of intersection having coordinates 99436.911 North and 199856.549 East, and being bounded by a line commencing at the said Southwest corner; thence South 75 degrees 10 minutes 20 seconds East along the North line of said property owned by the State Highway Commission of Missouri a distance of 255.765 feet to a point having coordinates 99371.457 North and 200103.797 East; thence South 77 degrees 23 minutes 57 seconds East along the said North line of property owned by the State Highway Commission of Missouri a distance of 362.388 feet to a point, the said point being coincident with the Southwest corner of the parcel of ground for Total Energy Plant No. 1 and having coordinates 99292.399 North and 200457.451 East; thence North 13 degrees 31 minutes 35 seconds East along the West line and the prolongation thereof of the said parcel of ground for Total Energy Plant No. 1 for a distance of 200.00 feet to a point, the said point being coincident with the Northwest corner of the parcel of ground for Total Energy Plant No. 2 and having coordinates 99486.852 North and 200504.228 East; thence South 76 degrees 28 minutes 25 seconds East along the North line of said parcel of ground for Total Energy Plant No. 2 for a distance of 72.000 feet to a point in the West line of a 55 foot wide easement, said point having coordinates 99470.012 North and 200574.231 East; thence North 10 degrees 33 minutes 18 seconds East along said West line of a 55 foot wide easement, a distance of 77.083 feet to a point, the said point being coincident with the Southeast corner of Parcel No. 2 and having coordinates 99545.791 North and 200588.351 East; thence North 76 degrees 28 minutes 25 seconds West a distance of 119.813 feet to a point in the East line of Parcel No. 3; said point having coordinates 99573.814 North and 200471.861 East; thence South 13 degrees 31 minutes 35 seconds West along said East line of Parcel No. 3 a distance of 164.666 feet to a point, the said point being coincident with the Southeast corner of Parcel No. 3 and having coordinates 99413.716 North and 200433.347 East; thence North 76 degrees 28 minutes 25 seconds West along the South line of said Parcel No. 3 and the extension thereof a distance of 399.580 feet to a point having coordinates 99507.175 North and 200044.851 East; thence North 13 degrees 31 minutes 35 seconds East a distance of 164.666 feet to a point on the South line of Parcel No. 2, said point having coordinates 99667.273 North and 200083.365 East; thence North 76 degrees 28 minutes 25 seconds West along said South line of Parcel No. 2 a distance of 158.170 feet to a point in the East line of Grand Boulevard, 90 feet wide, said point having coordinates 99704.268 North and 199929.582 East; thence South 15 degrees 16 minutes 43 seconds West along said East line of Grand Boulevard a distance of 277.153 feet to the point of beginning.

## PARCEL 4:

A tract of land in Block 2206-A of the City of St. Louis, Missouri, hereinafter known as a parcel of ground for Total Energy Plant No. 1 being more particularly described as follows:

Its Southwest corner being located at a point in the North line of property owned by the State Highway Commission of Missouri 618.150 feet East of the East line of Grand Boulevard, 90 feet wide, measured along the North line of said property owned by the State Highway Commission of Missouri from the point of intersection of the North line of said property of the State Highway Commission of Missouri and the East line of Grand Boulevard, said point of intersection having coordinates 99436.911 North and 199856.549 East and being bounded by a line commencing at the said Southwest corner having coordinates 99292.399 North and 200457.451 East, thence North 13 degrees 31 minutes 35 seconds East a distance of 111.660 feet to a point, said point being coincident with the Southwest corner of the parcel of ground for Total Energy Plant No. 2 and having coordinates 99400.962 North and 200483.566 East; thence South 76 degrees 28 minutes 25 seconds East a distance of 76.590 feet along the South line of the parcel of ground for Total Energy Plant No. 2 to a point in the West line of a 55 foot wide easement, said point having coordinates 99383.049 North and 200558.027 East; thence South 10 degrees 33 minutes 18 seconds West along the said West line of the 55 foot wide easement a distance of 98.880 feet to a point in the North line of property owned by the State Highway Commission of Missouri, said point having coordinates 99285.842 North and 200529.913 East; thence North 87 degrees 28 minutes 21 seconds West along the said North line of property owned by the State Highway Commission of Missouri a distance of 66.260 feet to a point having coordinates 99288.765 North and 200473.715 East; thence continuing along the said North line of property owned by the State Highway Commission of Missouri North 77 degrees 23 minutes 57 seconds West a distance of 16.660 feet to the point of beginning.

## PARCEL 5:

A tract of land in Block 2206-A of the City of St. Louis, Missouri herein known as a parcel of ground for Total Energy Plant No. 2, being more particularly described as follows:

Its Southwest corner being located at a point measure from the intersection of the East line of Grand Boulevard, 90 feet wide, and the North line of property owned by the State Highway Commission of Missouri, said point of intersection having coordinates 99436.911 North and 199856.549 East; thence Eastwardly along the North line of said property owned by the State Highway Commission of Missouri, 618.150 feet to a point having coordinates 99292.399 North and 200457.451 East; thence North 13 degrees 31 minutes 35 seconds East a distance of 111.660 feet to the said Southwest corner, said Southwest corner having coordinates 99400.962 North and 200483.566 East and being bounded by a line commencing at said Southwest corner; thence North 13 degrees 31 minutes 35 seconds East a distance of 88.340 feet to a point having coordinates 99486.852 North and 200504.228 East; thence South 76 degrees 28 minutes 25 seconds East a distance of 72.000 feet to a point in the West line of a 55 foot wide easement, said point having coordinates 99470.012 North and 200574.231 East; thence South 10 degrees 33 minutes 18 seconds West along the said West line of the 55 foot wide easement a distance of 88.460 feet, the said point coincident with the Northeast corner of the parcel of ground for Total Energy Plant No. 1 and having coordinates 99383.049 North and 200558.027 East; thence North 76 degrees 28 minutes 25 seconds West along the North line of said Parcel of ground for the Total Energy Plant No. 1 a distance of 76.590 feet to the point of beginning.

**Approved: July 12, 2011**