

St. Louis City Ordinance 63537

FLOOR SUBSTITUTE

BOARD BILL NO. [95] 117

INTRODUCED BY ALDERMAN MARY ROSS

AN ORDINANCE establishing and creating planned development in City Block 6486, authorizing and directing the Mayor and the Comptroller to contract with the Saint Louis Housing Authority for the acquisition and development of real property.

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

SECTION ONE. The Mayor and the Comptroller shall be and are hereby authorized and directed to enter into that certain Real Estate Agreement for Vaughn Apartments and Environs attached hereto as Exhibit 1, and by reference made a part hereof.

SECTION TWO. The Mayor and the Comptroller shall be and are hereby authorized and directed to enter into that certain State Parcel Lease referenced in Section II. of said Real Estate Agreement for Vaughn Apartments and Environs, pursuant to which the City leases certain property from the Missouri State Highway and Transportation Commission for a term of ninety-nine (99) years, at a rent of \$1.00 per year, over the entire term, to be used only for the operation of a public park.

SECTION THREE. The Mayor and the Comptroller shall be and are hereby authorized and directed to transfer and convey that portion of Murphy Park described in Exhibit A to said Real Estate Agreement for Vaughn Apartments and Environs, to the Saint Louis Housing Authority and to execute that certain Quit-Claim Deed attached hereto as Exhibit A-1, and by reference made a part hereof.

SECTION FOUR. The Mayor and the Comptroller shall be and are hereby authorized and directed to enter into that certain Park Land Lease attached hereto as Exhibit F to said Real Estate Agreement for Vaughn Apartments and Environs, pursuant to which the City leases certain property from the Saint Louis Housing Authority for a term of ninety-nine (99) years, at a rent of \$1.00 per year, over the entire term, to be used only for the operation of a public park.

SECTION FIVE. The passage of this ordinance being deemed necessary for the preservation of the public peace, health, and safety, it is hereby deemed to be

an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of Saint Louis, and shall become effective upon its passage and approval by the Mayor.

EXHIBIT 1

REAL ESTATE AGREEMENT FOR VAUGHN APARTMENTS AND ENVIRONS

This Agreement, made and entered into this _____ day of _____, 1995, by and among VAUGHN ASSOCIATES, L.P., a Missouri limited partnership ("Vaughn"), ST. LOUIS HOUSING AUTHORITY, a public body corporate and politic, duly created under the laws of the State of Missouri ("Authority"), the CITY OF ST. LOUIS, a municipal corporation of the State of Missouri ("City"), and the MISSOURI STATE HIGHWAY AND TRANSPORTATION COMMISSION ("State").

WITNESSETH:

WHEREAS, Authority presently owns certain residential properties located in the City of St. Louis, Missouri, in need of renovation, demolition, rehabilitation and/or construction in order to provide low and moderate income housing units; and

WHEREAS, Vaughn is involved in the production of decent, safe and sanitary, low and moderate income housing units and proposes the Vaughn Apartments Project (the "Project") to include approximately 169 units in Phase I and approximately 233 units in Phase II as per the Plat Plan attached as Exhibit 1 hereto and by reference made a part hereof; and

WHEREAS, the U.S. Department of Housing and Urban Development has awarded the Authority certain Development Funds to aid in the production of housing units which are being made available to Vaughn as a loan to the Project; and

WHEREAS, the parties hereto desire to work together to create and demonstrate public/private cooperation in the production of low and moderate income housing units and related amenities.

NOW, THEREFORE, the parties agree as follows:

I. City Conveyance to Authority ("Murphy Park Parcel")

A. City shall convey for \$1.00 that portion of Murphy Park described in Exhibit A by Deed attached as Exhibit A-1 (the "Murphy Park Parcel") and by reference made a part hereof to the Authority, said Murphy Park Parcel, being part of the Authority Parcel as described in Section IV(A) hereof.

B. Authority shall lease back that portion of the Murphy Park Parcel described in Exhibit B (the "Murphy Park Leasehold Parcel") attached hereto and by reference made a part hereof to the City to be maintained by the City as a Park until Vaughn requests same to be included in Phase II of the Project.

C. The lease to the City from the Authority shall be for five (5) years providing a yearly rental of One Dollar (\$1.00), in form approved by City. If Phase II of the Project is not commenced within five (5) years from the transfer of record title to the City, the Authority, upon request by the City, shall re-convey the Murphy Park Leasehold Parcel to the City.

II. City Lease from State ("State Parcel")

A. City shall lease from the State the property described in Exhibit D (the "State Parcel") attached hereto and by reference made a part hereof ("State Lease").

B. The terms of the State Lease shall be for ninety nine (99) years providing a lump sum rental of One Hundred Dollars (\$100.00), in form approved by State and City.

C. The State Lease shall require the City to maintain the parcel as a park, failing which Authority shall have the right, but not the obligation, to require the City to assign the State Lease to Authority or Vaughn and have the property maintained as a park.

D. State agrees to obtain the release from St. Stanislaus Church of any interest the St. Stanislaus Church may have or claim in the State Lease or in the State Parcel.

III. Authority Lease to City ("Park Parcels")

A. Authority shall lease to the City and the City shall lease from the Authority, the property described in Exhibit F (the "Park Parcels") attached hereto and by reference made a part hereof ("City Lease"), to be maintained by the City as a Park Area.

B. The terms of the City Lease shall be for ninety nine (99) years providing a lump sum rental of One Hundred Dollars (\$100.00) and shall be substantially in form attached hereto as Exhibit G and by reference made a part hereof.

IV. Authority Lease to Vaughn ("Authority Parcel")

A. Authority shall lease to Vaughn, and Vaughn shall lease from the Authority, the property described in Exhibit H (the "Authority Parcel") attached hereto and by reference made a part hereof ("Authority Lease"), which includes the Murphy Park Parcel referred to in Section I(A) being a part of the Authority Parcel. The Authority Parcel is property to be included in Phase I of the Project.

B. The terms of the Authority Lease shall be for ninety nine (99) years (or such other term as may be agreed to by Authority and Vaughn) providing a lump sum rental of One Hundred Dollars (\$100.00), and in form approved by Authority and Vaughn.

V. Notices

Any notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered personally or deposited in the United States mail, certified or registered matter, postage prepaid, return receipt requested, addressed as follows.

If to City: City Comptroller
Room 212, City Hall
Saint Louis, MO 63103

If to Vaughn: c/o McCormack Baron & Associates, Inc.
1101 Lucas Avenue, 6th Floor
Saint Louis, MO 63101
Attn: Richard D. Baron, President

If to Authority: St. Louis Housing Authority
4100 Lindell Blvd.
Saint Louis, MO 63108
Attn: Executive Directors

If to State: _____

or to such other place as the parties may designate in accordance with this section.

VI. Representatives and Warranties

City, Authority, Vaughn and State represent and warrant that they have the power and authority to execute and deliver this Agreement, as contemplated hereby and to perform this Agreement in accordance with its terms. The City hereby represents that it has duly authorized and approved this transaction pursuant to Ordinance _____ (Board Bill 117), approved on the ____ day of _____, 1995.

VII. Conditions of Closing.

Vaughn's obligations under this Agreement are subject to, and contingent upon, satisfaction (or waiver by Vaughn in its sole discretion), on or prior to each closing of the following conditions precedent (all of which shall be deemed satisfied or waived upon closing by Vaughn hereunder):

A. Release by Authority, at its sole cost and expense, of any and all deeds of trust, Declarations of Trust between Authority and HUD, agreements between Authority and the United States of America, and other encumbrances on the Project and its property.

B. Receipt by Vaughn of opinion(s) of attorneys for Authority and City dated the date of closing, respecting such matters as due authorization, validity and binding effect of this Agreement and all documents executed and/or delivered by Authority and City at closing.

C. Issuance (or binding commitment to issue) by Commonwealth Land Title Insurance Policy to Vaughn, insuring leasehold title to the Project to be vested in Vaughn, subject to only such exceptions, and containing such affirmative insurance coverage, as are acceptable to Vaughn.

D. Subject to above conditions, closing and execution on all documents attached as exhibits hereto shall be on or before the fifth day (unless a Saturday, Sunday or holiday, then on next successive business day) after execution of this Agreement by the parties hereto and final approval of Agreement by the governing body of the City of St. Louis.

VIII. Binding Effect

This Agreement shall be binding upon the parties hereto and upon their successors and interests.

IX. Amendment

This Agreement may be amended only in a writing signed by all of the parties hereto.

X. Entire Agreement

This Agreement, together with the aforementioned Exhibits, constitutes the entire Agreement of the parties with respect to the subject matter hereof.

XI. Governing Law

This Agreement shall be constructed in accordance with the laws of the State of Missouri.

XII. Conflict with General Terms and Conditions

In the event of a conflict or ambiguity between the terms and conditions contained in this Agreement and the Exhibits to this Agreement, the terms and conditions contained in the Exhibits to this Agreement shall govern in all respects.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

VAUGHN ASSOCIATES, L.P. By: McCORMACK BARON & ASSOCIATES, INC. By: _____ ST. LOUIS HOUSING AUTHORITY By: _____ MISSOURI STATE HIGHWAY AND TRANSPORTATION COMMISSION By: _____ CITY OF ST. LOUIS By: _____ Virvus Jones, Comptroller By: _____ Freeman R. Bosley, Jr. Mayor Approved as to form: _____ City Counselor Attest: _____ City Register

EXHIBIT A-1
QUIT CLAIM DEED

THIS DEED made and entered into this ____ day of _____, 1995, by and between the CITY OF SAINT LOUIS, a municipal corporation of the State of Missouri, Party of the First Part, and SAINT LOUIS HOUSING AUTHORITY, a public body corporate and politic, duly created under the laws of the State of Missouri, Party of the Second Part.

WITNESSETH, that the said Party of the First Part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, paid by the Party of the Second Part, the receipt of which is hereby acknowledged, does by these presents REMISE, RELEASE, and FOREVER QUIT CLAIM unto the Party of the Second

Part, the following described real estate situated in the City of St. Louis and State of Missouri, to wit:

See attached Exhibit A.

Grantee, for itself, its successors and assigns, by acceptance of this conveyance, covenants and agrees, and it is made a condition of this conveyance, that the property herein described shall not be used for the construction, erection, or maintenance of billboards or advertising signs other than signs advertising commodities produced or sold upon the premises. This shall be a covenant running with the land and is binding upon the Grantee, its successors and assigns. Upon a breach of this covenant, the property hereby conveyed shall revert to and become the absolute property of the Grantor and its assigns.

The within deed is made by virtue of and pursuant to the authority conferred upon the Mayor and the Comptroller of the City of St. Louis under Ordinance No. _____, approved _____, 1995.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Party of the Second Part, its successors and assigns forever, so that neither the said Party of the First Part, nor its successors or assigns, nor any person or persons for it or in its name or behalf shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, said Party of the First Part has executed these presents the day and year first above written.

ST. LOUIS HOUSING AUTHORITYBY:

_____ Title:

_____ Approved as to

form: _____ City Counselor CITY OF ST.

LOUISBY: _____ Freeman R. Bosley, Jr. MayorBY:

_____ Virvus

JonesComptrollerATTEST: _____ Gladys

Gray, Register STATE OF MISSOURI)) ss: CITY OF ST. LOUIS)

On this _____ day of _____, 1995, before me appeared Freeman R. Bosley, Jr. and Virvus Jones, to me personally known, who being by me duly sworn, did say that they are the duly elected and acting Mayor and Comptroller, respectively, of the City of St. Louis, a municipal corporation, and that the seal

affixed to the foregoing instrument is the corporate seal of the said municipal corporation, and that said instrument was signed and sealed in behalf of the said municipal corporation by authority of Ordinance _____, approved _____, 1995, and that said Freeman R. Bosley, Jr. and Virvus Jones acknowledged said instrument as the free act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in the City of St. Louis, aforesaid, the day and year first above written.

Notary Public
My Commission Expires: _____

STATE OF MISSOURI)
) ss:
CITY OF ST. LOUIS)

On this _____ day of _____, 1995, before me appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of the SAINT LOUIS HOUSING AUTHORITY, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of the said corporation by authority of its Board of Directors. And that said _____ acknowledged said instrument as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in the City of St. Louis, aforesaid, the day and year first above written.

Notary Public
My Commission Expires: _____

Committee Substitute Att. BB#117

EXHIBIT A

Exhibit A to Quit Claim Deed

PARCEL-B1

Part of City Block 6486 as comprised of former City Blocks (949, 950, 1676, 1677, 1679, 1680-E, 1832, 1833, 1834, 2299, 2300, and 2301) of the city of St. Louis, Missouri, together with all streets and alleys and all parts of streets and alleys as vacated by Ordinance No. 47743, in a tract of land more particularly described as follows: Beginning at a point on the south line of Cass Avenue 80 feet wide, said point being distant North 75 degrees 00 minutes 45 seconds West, 490.34 feet from the intersection of the south line of Cass Avenue 80 feet wide, and the west line of Hogan Street 60 feet wide; thence South 15 degrees 02 minutes 53 seconds West, 506.50 feet to a point; thence North 74 degrees 56 minutes 45 seconds West, 274.77 feet to a point; thence North 15 degrees 00 minutes 15 seconds East, 506.18 feet to a point on the south line of Cass Avenue 80 feet wide; thence along the south line of said Cass Avenue South 75 degrees 00 minutes 45 seconds East, 275.16 feet to the point of beginning, and containing 3.20+ Acres.

(Revised 9-13-95)

EXHIBIT A

Committee Sub. BB#117.att
Exhibit A to Quit Claim Deed

PARCEL-B2

Part of City Block 6486 as comprised of former City Blocks (949, 950, 1676, 1677, 1679, 1680-E, 1832, 1833, 1834, 2299, 2300, and 2301) of the city of St. Louis, Missouri, together with all streets and alleys and all parts of streets and alleys as vacated by Ordinance No. 47743, in a tract of land more particularly described as follows: Beginning at a point at the intersection of the south line of Cass Avenue 80 feet wide, and the west line of Hogan Street 60 feet wide; thence along the west line of Hogan Street South 15 degrees 04 minutes 15 seconds West, 85.00 feet to a point; thence North 75 degrees 00 minutes 45 seconds West, 75.00 feet to a point; thence South 15 degrees 04 minutes 15 seconds West, 53.00 feet to a point; thence North 75 degrees 00 minutes 45 seconds West, 365.29 feet to a point; thence North 15 degrees 02 minutes 53 seconds East, 138.00 feet to a point on the south line of Cass Avenue 80 feet wide; thence South 75 degrees 00 minutes 45 seconds East, 440.35 feet to the point of beginning, and containing 1.30+ Acres.

(Revised 9-13-95)

EXHIBIT A

Committee Substitute BB#117.att
Exhibit A to Quit Claim Deed

PARCEL-D

Part of City Block 6486 as comprised of former City Blocks (949, 950, 1676, 1677, 1679, 1680-E, 1832, 1833, 1834, 2299, 2300, and 2301) of the city of St. Louis, Missouri, together with all streets and alleys and all parts of streets and alleys as vacated by Ordinance No. 47743, in a tract of land more particularly described as follows: Beginning at a point at the intersection of the south line of Cass Avenue 80 feet wide, and the west line of Hogan Street 60 feet wide; thence along the west line of Hogan Street South 15 degrees 04 minutes 15 seconds West, 85.00 feet to the point of beginning; thence continuing along said Hogan Street South 15 degrees 04 minutes 15 seconds West, 164.00 feet to a point; thence leaving said Hogan Street North 75 degrees 00 minutes 45 seconds West, 440.24 feet to a point; thence North 15 degrees 02 minutes 53 seconds East, 111.00 feet to a point; thence South 75 degrees 00 minutes 45 seconds East, 365.29 feet to a point; thence North 15 degrees 04 minutes 15 seconds East, 53.00 feet to a point; thence South 75 degrees 00 minutes 45 seconds East, 75.00 feet to the point of beginning, and containing 1.21+ Acres.

(Revised 9-13-95)

Committee Sub. BB#117. att

EXHIBIT A

Exhibit A to Quit Claim Deed

ROAD LEGAL

PARCEL-G "G" AND "H" STREETS

Part of City Block 6486 as comprised of former City Blocks (949, 950, 1676, 1677, 1679, 1680-E, 1832, 1833, 1834, 2299, 2300, and 2301) of the city of St. Louis, Missouri, together with all streets and alleys and all parts of streets and alleys as

vacated by Ordinance No. 47743, in a tract of land more particularly described as follows: Beginning at a point on the south line of Cass Avenue 80 feet wide, said point being distant South 75 degrees 00 minutes 45 seconds East, 490.16 feet from the intersection of the south line of Cass Avenue 80 feet wide, and the east line of 20th Street 60 feet wide; thence South 15 degrees 02 minutes 53 seconds West, 556.56 feet to a point; thence North 74 degrees 56 minutes 45 seconds West, 324.73 feet to a point; thence North 15 degrees 00 minutes 15 seconds East, 50.00 feet to a point; thence South 74 degrees 56 minutes 45 seconds East, 274.77 feet to a point; thence North 15 degrees 02 minutes 53 seconds East, 506.50 feet to a point on the south line of Cass Avenue; thence along the south line of said Cass Avenue South 75 degrees 00 minutes 45 seconds East, 50.00 feet to a point, and the point of beginning, and containing 0.95+ Acres.

(Revised 9-13-95)

EXHIBIT B

Committee Sub. BB#117.att
Murphy Park Leasehold Parcel

PARCEL-D

Part of City Block 6486 as comprised of former City Blocks (949, 950, 1676, 1677, 1679, 1680-E, 1832, 1833, 1834, 2299, 2300, and 2301) of the city of St. Louis, Missouri, together with all streets and alleys and all parts of streets and alleys as vacated by Ordinance No. 47743, in a tract of land more particularly described as follows: Beginning at a point at the intersection of the south line of Cass Avenue 80 feet wide, and the west line of Hogan Street 60 feet wide; thence along the west line of Hogan Street South 15 degrees 04 minutes 15 seconds West, 85.00 feet to the point of beginning; thence continuing along said Hogan Street South 15 degrees 04 minutes 15 seconds West, 164.00 feet to a point; thence leaving said Hogan Street North 75 degrees 00 minutes 45 seconds West, 440.24 feet to a point; thence North 15 degrees 02 minutes 53 seconds East, 111.00 feet to a point; thence South 75 degrees 00 minutes 45 seconds East, 365.29 feet to a point; thence North 15 degrees 04 minutes 15 seconds East, 53.00 feet to a point; thence South 75 degrees 00 minutes 45 seconds East, 75.00 feet to the point of beginning, and containing 1.21+ Acres.

(Revised 9-13-95)

EXHIBIT A

Committee Sub. BB#117.att

Murphy Park Leasehold Parcel

PARCEL-D

Part of City Block 6486 as comprised of former City Blocks (949, 950, 1676, 1677, 1679, 1680-E, 1832, 1833, 1834, 2299, 2300, and 2301) of the city of St. Louis, Missouri, together with all streets and alleys and all parts of streets and alleys as vacated by Ordinance No. 47743, in a tract of land more particularly described as follows: Beginning at a point at the intersection of the south line of Cass Avenue 80 feet wide, and the west line of Hogan Street 60 feet wide; thence along the west line of Hogan Street South 15 degrees 04 minutes 15 seconds West, 85.00 feet to the point of beginning; thence continuing along said Hogan Street South 15 degrees 04 minutes 15 seconds West, 164.00 feet to a point; thence leaving said Hogan Street North 75 degrees 00 minutes 45 seconds West, 440.24 feet to a point; thence North 15 degrees 02 minutes 53 seconds East, 111.00 feet to a point; thence South 75 degrees 00 minutes 45 seconds East, 365.29 feet to a point; thence North 15 degrees 04 minutes 15 seconds East, 53.00 feet to a point; thence South 75 degrees 00 minutes 45 seconds East, 75.00 feet to the point of beginning, and containing 1.21+ Acres.

(Revised 9-13-95)

EXHIBIT D

"State Parcel"

Part of City Block 6486 (as comprised of former City Blocks 949, 950, 1676, 1677, 1679, 1680-E, 1832, 1833, 1834, 2299, 2300, and 2301) of the City of Saint Louis, Missouri, together with all streets and alleys and all parts of streets and alleys as vacated by Ordinance 47743, in a tract of land more particularly described as follows: Beginning at a point at the intersection of the south line of Cass Avenue 80 feet wide, and the east line of 20th Street 60 feet wide; thence along the south line of said Cass Avenue S 75 degrees 99 minutes 15 seconds W, 853.30 feet to a point in the north line of O'Fallon Street 60 feet wide; thence S 15 degrees 00 minutes 46 seconds W, 308.49 feet to a point in the east line of 20th Street 60 feet wide; thence along the east line of said 20th Street, N 15 degrees 16 minutes 45 seconds W, 327.11 feet to a point; thence continuing along the east line of said 20th Street N 15 degrees 00 minutes 15 seconds E, 879.27 feet to the point of beginning, and containing 3.87-+ Acres.

Committee Substitute BB#117.att

EXHIBIT F

EXHIBIT A to PARK PARCELS, PARK LAND LEASE

PARCEL-E

Part of City Block 6486 as comprised of former City Blocks (949, 950, 1676, 1677, 1679, 1680-E, 1832, 1833, 1834, 2299, 2300, and 2301) of the city of St. Louis, Missouri, together with all streets and alleys and all parts of streets and alleys as vacated by Ordinance No. 47743, in a tract of land more particularly described as follows: Beginning at a point at the intersection of the north line of Carr Street 60' wide and the east line of 20th Street 60' wide; thence along the east line of said 20th Street North 15 degrees 04 minutes 49 seconds East, 327.17 feet to a point; thence continuing along said 20th Street North 09 degrees 22 minutes 25 seconds East, 33.16 feet to the point of beginning; thence continuing along said 20th Street North 09 degrees 22 minutes 25 seconds East, 17.09 feet to a point; thence North 14 degrees 53 minutes 02 seconds East, 47.54 feet to a point; thence leaving said 20th Street South 75 degrees 03 minutes 25 seconds East, 427.83 feet to a point; thence South 15 degrees 04 minutes 15 seconds West, 64.55 feet to a point; thence North 75 degrees 03 minutes 25 seconds West, 425.98 feet to the point of beginning, and containing 0.63+ Acres.

(Revised 9-13-95)

Committee Substitute BB#117.att

EXHIBIT F

EXHIBIT A to PARK PARCELS, PARK LAND LEASE

PARCEL-F

Part of City Block 6486 as comprised of former City Blocks (949, 950, 1676, 1677, 1679, 1680-E, 1832, 1833, 1834, 2299, 2300, and 2301) of the city of St. Louis, Missouri, together with all streets and alleys and all parts of streets and alleys as vacated by Ordinance No. 47743, in a tract of land more particularly described as follows: Beginning at a point at the intersection of the south line of O'Fallon Street 60 feet wide and the west line of 18th Street 50 feet wide; thence along the west line of said 18th Street South 14 degrees 57 minutes 15 seconds West, 229.83 feet to a point; thence leaving said 18th Street North 74 degrees 56 minutes 45 seconds West, 135.18' feet to a point; thence North 15 degrees 04 minutes 15 seconds East, 229.83 feet to a point on the south line of said O'Fallon Street; thence along the south line of O'Fallon South 74 degrees 56 minutes 45 seconds East, 134.71 feet to the point of beginning, and containing 0.71+ Acres.

(Revised 9-13-95)

EXHIBIT G

PARK PARCELS PARK LAND LEASE

This lease (the "Lease") dated as of the ____ day of _____, 1995, entered into by and between ST. LOUIS HOUSING AUTHORITY, a public body corporate and politic, herein called the "Landlord", and CITY OF ST. LOUIS, a municipal corporation of the State of Missouri politic, herein called the "Tenant".

W I T N E S S E T H:

1. Premises and Term. Landlord hereby leases to Tenant and Tenant hires from Landlord those land(s) situated in the City of St. Louis, State of Missouri, more particularly described in EXHIBIT A attached hereto and by reference made a part hereof (the "Premises"). The term shall be for a period of ninety-nine (99) years, commencing upon the ____ day of _____, 1995.
2. Rent. The rent for the entire term is the sum of One Hundred Dollars (\$100.00), which sum the Landlord by execution of the Lease acknowledges receipt.
3. Care and Use of Premises. The Premises shall be used only for the operation of a public park the use and enjoyment of which shall be open to the public without the payment of any fee. Tenant agrees to maintain the Premises as a park, including but not limited to keeping the lawns thereon neatly cut and trimmed, and maintaining and properly caring for all landscaping now or hereafter situated on the Premises.
4. Assignment or Subletting. The Lease shall not be assigned nor the Premises or any part thereof sublet, without the prior written consent of the Landlord (not to be unreasonably withheld), to any person except a governmental or quasi governmental authority (including but not limited to the City of St. Louis, a municipal corporation of the City of St. Louis, State of Missouri, St. Louis Housing Authority, a body politic duly created under the laws of the State of Missouri) or to Vaughn Associates, L.P., a Missouri limited partnership (and unto its successors in interest).
5. Improvements. Tenant and persons claiming under Tenant, at no expense to Landlord may install benches, fountains, landscape water ponds, and other beautification improvements commonly found in public parks, and such

improvements, when, if and as installed shall be maintained by Tenant in good condition and repair.

6. Termination, Default and Bankruptcy. The following shall constitute a default on the part of any tenant:

(a) The making of an assignment for the benefit of creditors;

(b) The adjudication by a court of competent jurisdiction that the Tenant is bankrupt under any federal or state bankruptcy or insolvency laws, or the filing by the Tenant of a petition in bankruptcy or for reorganization under any such laws;

(c) The failure or omission of Tenant to perform faithfully all the terms and covenants herein to be kept and performed by Tenant, and failure to cure such default within twenty (20) days after the notice thereof, provided if the default is of such nature that the same cannot be reasonably cured within said period, then if Tenant undertakes such cure promptly, and with due diligence and continuity then within such additional period as may be reasonable.

7. Exculpation. After an assignment of this Lease each and every assignor and every prior assignee of the Lease shall thereupon be released from all liability for the performance of covenants and conditions herein to be kept and performed by Tenant accruing from and after the date of such assignment, Provided, however, that each assignee shall have assumed, by written acknowledged instrument (a true duplicate original of which shall have been delivered to the immediate assignor) all such obligations of Tenant as shall accrue after the date of such assignment.

8. Notices. Notices under the Lease shall be valid, if in writing, and if delivered by personal delivery or by U.S. Certified or Registered Mail, postage prepaid and properly addressed, or by telecopier:

In case of Landlord to Landlord at:

Fax Number: _____

In case of Tenant to Tenant at:

City Comptroller
Room 212, City Hall
Saint Louis, Missouri 63103
Fax Number: 314-622-4354

With a copy to:

City Counselor
Room 314, City Hall
Saint Louis, Missouri 63103

A notice party may change the address of such notice party by giving notice to the other notice party of such change.

9. Miscellaneous. The Lease shall bind and be enforceable by the parties hereto and their respective successors and assigns, shall be construed under the laws of Missouri and as having been drafted by the parties jointly. The Lease is subject to all conditions now of record. Upon termination of the Lease, whether by limitation or forfeiture, all improvements to the Premises irrespective of by whom or when installed, shall at Landlord's option become the property of the Landlord or removed by Tenant. Tenant shall pay all real estate taxes (special and general), if any, assessed against the Premises before such taxes become delinquent.

LANDLORD ST. LOUIS HOUSING AUTHORITY By:

Title: _____

Approved as to form: _____
City Counselor

TENANT CITY OF ST. LOUIS

By: _____
Virvus Jones Comptroller

By: _____
Freeman R. Bosley, Jr.

Mayor Attest: _____

City Register

STATE OF MISSOURI)

) ss.

CITY OF ST. LOUIS)

On this ___ day of _____, 1995, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of ST. LOUIS HOUSING AUTHORITY, a public body corporate and politic of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said _____ acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public

My Term Expires: _____.

STATE OF MISSOURI)

) ss.

CITY OF ST. LOUIS)

On this ___ day of _____, 1995, before me appeared Freeman R. Bosley, Jr. and Virvus Jones to me personally known, who, being by me duly sworn, did say that they are the Mayor and Comptroller, respectively, of the CITY OF ST. LOUIS, a public body corporate and politic of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said city, and that said instrument was signed and sealed in behalf of said City, Pursuant to Ordinance _____, and said Freeman R. Bosley Jr. and Virvus Jones acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Term Expires: _____.

EXHIBIT H

"Authority Parcel"

Parcels A and B on EXHIBIT 1; legal descriptions to be attached.

Legislative History				
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND
06/16/95	06/26/95	W&M	09/15/95	
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE
09/15/95			09/22/95	09/22/95
ORDINANCE	VETOED		VETO OVR	
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