

St. Louis City Ordinance 64638

FLOOR SUBSTITUTE

BOARD BILL NO. [98] 269

INTRODUCED BY ALDERMAN Joseph D. Roddy

An Ordinance approving an amendment to the Block Unit One Development Plan submitted by Washington University Medical Center Redevelopment Corporation (hereinafter referred to as **WUMCRC**); amending Ordinance No. 59672 by amending said Block Unit One Development Plan to allow for the redevelopment rather than rehabilitation of a certain portion of the Project Area consisting of the Cadet Avenue frontage and the Kingshighway frontage to the south of Wichita Avenue (hereinafter referred to as the **Cadet Redevelopment Area**) and providing for the demolition of the existing structures in the Cadet Redevelopment Area and the construction and development of an approximately 100 unit assisted living facility for seniors in the Cadet Redevelopment Area, the appointment of KingMan Redevelopment Corporation as the developer for the Cadet Redevelopment Area, with WUMCRC to continue to develop and retain control of the development of all of the remainder of Block Unit One and to extend the period of time for the implementation of the Block Unit One Development Plan, as revised; reaffirming and confirming the granting of a Certificate of Convenience and Necessity to WUMCRC to exercise the power of eminent domain; authorizing the Mayor and the Comptroller to enter into an agreement entitled **Amended and Restated Agreement** by and among the City of St. Louis and Washington University Medical Center Redevelopment Corporation and KingMan Redevelopment Corporation; and containing an emergency clause.

WHEREAS, the Board of Aldermen did by Ordinance No. 56905, approved February 28, 1975, designate a certain portion of the City of St. Louis to be a blighted area within the meaning of and as defined in the Urban Redevelopment Corporation law, Section 353.020 R.S. Mo. 1969; and

WHEREAS, WUMCRC did on April 19, 1976, duly submit to the City of St. Louis Community Development Commission the Block One Development Plan for a portion of said area known as Block One, which portion consists of a tract of land in the City of St. Louis, Missouri containing approximately 9.8 acres, being more specifically described as follows:

Beginning at the point of intersection of the east line of Kingshighway Boulevard and the south line of Oakland Avenue in City Block 5044; thence eastwardly along said south line of Oakland Avenue and its eastward projection to its point of intersection with the east line of Taylor Avenue; thence southwardly along said east line of Taylor Avenue to its point of intersection with the north line of Manchester Avenue; thence along said north line of Manchester Avenue and its southwestwardly projection to its point of intersection with the south line of Cadet Avenue; thence westwardly along said south line of Cadet Avenue to its point of intersection with the east line of Kingshighway Boulevard; thence northwardly along said east line of Kingshighway Boulevard across all intervening streets and alleys, to its point of intersection with the south line of Oakland Avenue, the point of beginning.

WHEREAS, the Board of Aldermen approved Ordinance No. 57282 on December 20, 1976, approving said Block Unit One Development Plan of WUMCRC; and

WHEREAS, WUMCRC did on June 21, 1985, submit to the City of St. Louis Community Development Commission a proposed revised Block Unit One Development Plan; and

WHEREAS, thereafter the City of St. Louis Community Development Commission, acting under the provisions of Ordinance No. 49583, as amended by Ordinance No. 56474, made an independent study and investigation of said revised Block Unit One Development Plan and thereafter on October 29, 1985, did adopt a resolution approving said revised Block Unit One Development Plan subject to certain conditions therein set out which resolution was transmitted to the Mayor and the Board of Aldermen on October 30, 1985; and

WHEREAS, the Board of Alderman approved Ordinance No. 59672 on December 13, 1985, approving a Revised Block Unit One Development Plan of WUMCRC; and

WHEREAS, there has been substantial improvement to the project area since the Revised Block Unit One Development Plan was approved but significant additional improvements to the project area are necessary in order to complete the development as originally contemplated and additional improvements are necessary to fully implement the Block Unit One Development Plan; and

WHEREAS, in light of the current status of development of the project area, WUMCRC desires to further amend the Block Unit One Development Plan to

allow for the redevelopment rather than rehabilitation of the Cadet Redevelopment Area and to provide for the demolition of the existing structures in the Cadet Redevelopment Area and the construction and development of an approximately 100 unit assisted living facility for seniors in the Cadet Redevelopment Area; to provide for the appointment of a redevelopment corporation as the separate developer for the Cadet Redevelopment Area (hereinafter referred to as the Cadet Area Developer), with WUMCRC to continue to develop and retain control of the development of all of the remainder of Block Unit One; the granting of a Certificate of Convenience and Necessity to the Cadet Area Developer to exercise the power of eminent domain in the Cadet Redevelopment Area; and to extend the period of time for implementation thereof; and

WHEREAS, WUMCRC did on December 22, 1998, submit to the City of St. Louis Community Development Commission a proposed addendum to the Revised Block Unit One Development Plan; and

WHEREAS, thereafter the City of St. Louis Community Development Commission, acting under the provisions of Ordinance No. 49583, as amended by Ordinance No. 56474, made an independent study and investigation of said proposed addendum to the Revised Block Unit One Development Plan and thereafter on January 5, 1999, did adopt a resolution approving said addendum to the Revised Block Unit One Development Plan subject to certain conditions therein set out which resolution was transmitted to the Mayor and the Board of Aldermen on January 8, 1999; and

WHEREAS, it has been determined that KingMan Redevelopment Corporation shall act as the Cadet Area Developer; and

WHEREAS, it was determined that said addendum to the Revised Block Unit One Development Plan of WUMCRC is in the public interest and serves a public purpose.

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

Section One. It is hereby determined, found and declared that the amendment to the Block Unit One Development Plan of WUMCRC as submitted on December 22, 1998 and as approved by the Community Development Commission for the project area described below is in the public interest, and as such is approved in accordance with the provisions of this Ordinance. (The Revised Block Unit One Development Plan, as amended by the addendum to the Revised Block Unit One Development Plan as approved by the Community

Development Commission is hereinafter referred to as the **Revised Block Unit One Development Plan**.) The project area (hereinafter referred to as the **Project Area**) is identified and described as follows: Beginning at the point of intersection of the east line of Kingshighway Boulevard and the south line of Oakland Avenue in City Block 5044; thence eastwardly along said south line of Oakland Avenue and its eastward projection to its point of intersection with the east line of Taylor Avenue; thence southwardly along said east line of Taylor Avenue to its point of intersection with the north line of Manchester Avenue; thence along said north line of Manchester Avenue and its southwestwardly projection to its point of intersection with the south line of Cadet Avenue; thence westwardly along said south line of Cadet Avenue to its point of intersection with the east line of Kingshighway Boulevard; thence northwardly along said east line of Kingshighway Boulevard across all intervening streets and alleys, to its point of intersection with the south line of Oakland Avenue, the point of beginning.

A portion of the Project Area (hereinafter referred to as the **Cadet Redevelopment Area**) is identified and described as:

Beginning at the point of intersection of the east line of Kingshighway Boulevard and the north line of Wichita Avenue in City Block 5044, thence eastwardly along the north line of Wichita to the eastern property line of the property at 4560 Wichita; thence southwardly to the north line of the alley between Wichita Avenue and Cadet Avenue; thence eastwardly along the north line of the alley to the eastern property line of the property at 4535 Cadet Avenue; thence southwardly along the property line and across Cadet Avenue to the south side of Cadet Avenue; thence westwardly along the south side of Cadet Avenue to the east side of Kingshighway Boulevard; thence northwardly along the east side of Kingshighway Boulevard to the point of intersection with the north side of Wichita Avenue, the point of beginning.

Section Two. It has been determined that KingMan Redevelopment Corporation shall act as the developer for the Cadet Redevelopment Area, with WUMCRC to continue to develop and retain control of the development of all of the remainder of the Project Area.

Section Three. It has been determined that the Revised Block Unit One Development Plan (excluding the Cadet Redevelopment Area) requires little or no relocation in that the Project Area is proposed for rehabilitation. In all portions of the Project Area (excluding the Cadet Redevelopment Area)

existing units shall be rehabilitated and brought up to the minimum standards set forth in the Revised Block Unit One Development Plan incorporated herein by reference and it is contemplated that present property owners shall participate by renovating their own homes to meet said minimum standards. In the event that relocation in the Project Area (excluding the Cadet Redevelopment Area) is deemed necessary, either due to extensive renovation or to demolition of a structure which is determined by the City of St. Louis to be structurally unsound or otherwise uninhabitable, or if it can be established by WUMCRC that it is not economically feasible to make such structure sound and habitable, or if the owner of a property is unable or unwilling to effect the necessary renovation of such property, WUMCRC agrees to provide relocation assistance. To this end, WUMCRC will maintain an office in or near the Project Area during the period of relocation with staff specifically qualified to deal with relocation problems that may be caused by the implementation of the Revised Block Unit One Development Plan for the Project Area (excluding the Cadet Redevelopment Area). WUMCRC shall assist families in the Project Area (excluding the Cadet Redevelopment Area) in finding replacement housing as well as assisting them with the problems of moving. The Revised Block Unit One Development Plan states that every effort will be made and emphasis will be placed on providing relocation opportunities within the Project Area. In addition, WUMCRC will make relocation payments to those to be relocated as a result of action taken by WUMCRC under the Revised Block Unit One Development Plan for the Project Area (excluding the Cadet Redevelopment Area) at the flat rate or rates currently approved for such purpose by the Community Development Agency, as such rate(s) may be from time to time adjusted for inflation. No household in the Project Area (excluding the Cadet Redevelopment Area) will be evicted until suitable dwelling accommodations are located elsewhere and are offered to the household. WUMCRC will cooperate with all appropriate City departments or designated agencies in the relocation of displaced persons and families, and shall follow relocation procedures developed jointly with the Community Development Agency.

Section Four. It has been determined that the Revised Block Unit One Development Plan requires some relocation in connection with the redevelopment of the Cadet Redevelopment Area due to the necessity of demolishing the 24 existing residential structures, the majority of which are vacant, to clear a site for the construction of the proposed assisted living facility for seniors. As has been the case during the WUMCRC-sponsored redevelopment to date, the Cadet Area Developer will maintain an office in the Cadet Redevelopment Area during the period of relocation, with staff or agents

specially qualified to deal with relocation problems that may be caused by the implementation of the Revised Block Unit One Development Plan. The Cadet Area Developer shall assist families in finding replacement housing as well as assisting them with the problems of moving. The Revised Block Unit One Development Plan states that every effort will be made and emphasis will be placed on providing relocation opportunities within the Forest Park Southeast Neighborhood (FPSE). In addition, the Cadet Area Developer will make relocation payments to those to be relocated as a result of action taken by the Cadet Area Developer under the Revised Block Unit One Development Plan. These relocation payments will be made on a case-by-case basis after review by the Cadet Area Developer. In lieu of payment of direct moving expenses, the Cadet Area Developer may provide moving service where appropriate. No household will be evicted until suitable dwelling accommodations are located elsewhere and are offered to the household. The Cadet Area Developer will cooperate with all appropriate City departments or designated agencies in the relocation of displaced persons and families, and shall follow relocation procedures developed jointly with the Community Development Agency.

Section Five. It is determined, found and declared that there exists a necessity for the continuation, during the period of the Revised Block Unit One Development Plan (excluding the Cadet Redevelopment Area), of the power of eminent domain previously granted to WUMCRC, that the continuation of such power of eminent domain to WUMCRC is in the public interest and serves the public purposes expressed in Chapter 11.06 of the Revised Code of the City of St. Louis, 1980, and that the Certificate of Public Convenience and Necessity previously granted to WUMCRC is hereby reaffirmed and confirmed and WUMCRC is specifically authorized and empowered for twenty five (25) years from the date hereof to acquire by eminent domain or otherwise all or any part of the real property located in the Project Area (excluding the Cadet Redevelopment Area) for the purposes expressed in the Revised Block Unit One Development Plan. WUMCRC shall have the authority and powers of eminent domain as set forth in Section 353.130(3) of the Revised Statutes of Missouri, 1978, as amended. WUMCRC may at its election from time to time call upon the City, as agent for WUMCRC, to acquire all or any part of the Project Area (excluding the Cadet Redevelopment Area) on posting the deposit defined in Section 11.06.190 of the Revised Code of the City of St. Louis, 1980.

Section Six. It is determined, found and declared that there exists a necessity, during the period of the Revised Block Unit One Development Plan providing for the redevelopment of the Cadet Redevelopment Area, of the granting of the power of eminent domain to KingMan Redevelopment Corporation solely for

the Cadet Redevelopment Area, that the granting of such power of eminent domain to KingMan Redevelopment Corporation is in the public interest and serves the public purposes expressed in Chapter 11.06 of the Revised Code of the City of St. Louis, 1980, and that a Certificate of Public Convenience and Necessity be granted to KingMan Redevelopment Corporation and KingMan Redevelopment Corporation is specifically authorized and empowered for twenty five (25) years from the date hereof to acquire by eminent domain or otherwise all or any part of the real property located in the Cadet Redevelopment Area for the purposes expressed in the Revised Block Unit One Development Plan. KingMan Redevelopment Corporation shall have the authority and powers of eminent domain as set forth in Section 353.130(3) of the Revised Statutes of Missouri, 1978, as amended. KingMan Redevelopment Corporation may, at its election, from time to time call upon the City, as agent for KingMan Redevelopment Corporation, to acquire all or any part of the Cadet Redevelopment Area on posting the deposit defined in Section 11.06.190 of the Revised Code of the City of St. Louis, 1980.

Section Seven. The Mayor and the Comptroller of the City of St. Louis shall be and are hereby authorized and directed to enter into and perform on behalf of the City an Amended and Restated Agreement by and among the City, WUMCRC, and KingMan Redevelopment Corporation incorporating the Revised Block Unit One Development Plan approved hereby.

Section Eight. The said Amended and Restated Agreement by and among the City of St. Louis, WUMCRC and KingMan Redevelopment Corporation shall be substantially in the words and figures as follows:

AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF ST. LOUIS AND WASHINGTON UNIVERSITY MEDICAL CENTER REDEVELOPMENT CORPORATION AND KINGMAN REDEVELOPMENT CORPORATION This Amended and Restated Agreement (this Agreement) entered into this ____ day of _____, 1999, by and among the City of St. Louis (hereinafter referred to as City), Washington University Medical Center Redevelopment Corporation, its subsidiaries, its successors and assigns (hereinafter referred to as Developer), and KingMan Redevelopment Corporation, its subsidiaries, its successors and assigns (hereinafter referred to as the Cadet Area Developer), for the execution of the Revised Block Unit One Development Plan, as amended by the addendum to the Revised Block Unit One Development Plan (hereinafter collectively referred to as the Revised Block Unit One Development Plan) heretofore submitted by the Developer and

approved and enacted by the Board of Aldermen of the City of St. Louis by the Ordinance of which this Agreement is a part.

WHEREAS, the Developer is a corporation formed under Chapter 353 of the Revised Statutes of Missouri, 1969, and is now in good standing in the State of Missouri.

WHEREAS, the Cadet Area Developer is a corporation formed under Chapter 353 of the Revised Statutes of Missouri, 1969, and is now in good standing in the State of Missouri.

WHEREAS, on December 20, 1976, the Board of Aldermen of the City enacted into law Ordinance No. 57282 approving the Block Unit One Development Plan submitted by the Developer, approved by the Community Development Commission, declaring the area described in said Block Unit One Development Plan (hereinafter referred to as the **Project Area**) to be a blighted area and the clearance, redevelopment, replanning, rehabilitation and reconstruction thereof to be necessary for the public convenience and necessity and the approval of the Block Unit One Development Plan and construction of the redevelopment project to be necessary for the preservation of the public peace, health, safety, morals and welfare; and

WHEREAS, Ordinance No. 57282 included an Agreement between the City of St. Louis and the Developer (hereinafter referred to as the **Original Agreement**); and

WHEREAS, on December 13, 1985, the Board of Aldermen of the City enacted into law Ordinance No. 59672 approving the Revised Block Unit One Development Plan submitted by the Developer, approved by the Community Development Commission, which approved the revision of the Block Unit One Development Plan in accordance with a Revised Block Unit One Development Plan submitted by the Developer and approved by the Community Development Commission, reaffirmed and confirmed the Certificate of Public Convenience and Necessity previously granted to the Developer, and specifically authorized and empowered the Developer for a period of twenty five years from the date of said ordinance to acquire by eminent domain or otherwise all or any part of the real property located in the Project Area for the purposes expressed in the Revised Block Unit One Development Plan, and which ordinance required the Original Agreement to be amended and restated; and

WHEREAS, the Board of Aldermen of the City of the City has enacted an ordinance, of which this Agreement is a part, which approves revisions to the Block Unit One Development Plan submitted by the Developer, approved by the Community Development Commission, which approved further revision of the Revised Block Unit One Development Plan in accordance with the addendum to the Revised Block Unit One Development Plan submitted by the Developer and approved by the Community Development Commission, designates a portion of the project area referred to as the **◆Cadet Redevelopment Area◆** for redevelopment rather than rehabilitation, appoints a Cadet Area Developer, with Developer to continue to develop and retain control of the development of the remainder of Block Unit One, affirmed and confirmed the Certificate of Public Convenience and Necessity previously granted to the Developer; grants a Certificate of Convenience and Necessity to the Cadet Area Developer to exercise the power of eminent domain in the Cadet Redevelopment Area; and specifically authorizes and empowers the Developer for a period of twenty five years from the date of said ordinance to acquire by eminent domain or otherwise all or any part of the real property located in the Project Area (excluding the Cadet Redevelopment Area) for the purposes expressed in the Revised Block Unit One Development Plan; and specifically authorizes and empowers the Cadet Area Developer for a period of twenty five years from the date of said ordinance to acquire by eminent domain or otherwise all or any part of the real property located in the Cadet Redevelopment Area for the purposes expressed in the Revised Block Unit One Development Plan; and which ordinance requires the Original Agreement to be amended and restated; and

NOW, THEREFORE, the City, the Developer and the Cadet Area Developer for the consideration and mutual covenants hereinafter contained and described and the conditions hereinafter set forth do hereby agree that the Original Agreement is amended and restated in its entirety as follows:

1. The provisions of the Urban Redevelopment Corporations Law, R.S.Mo., 1978, as amended, up to and including the date of this Agreement, the provisions of Chapter 11.06 of the Revised Code of the City of St. Louis, 1980, the provisions of the ordinance of which this Agreement is a part and the Revised Block Unit One Development Plan, are hereby incorporated by reference and made in whole a part of this Agreement. Wherever the term **◆Revised Block Unit One Development Plan◆** is used in this Agreement it shall refer to the Revised Block Unit One Development Plan, as amended by the addendum to the Revised Block Unit One Development Plan, incorporated by reference in the Ordinance together with amendments and modifications, if

any, thereto. Unless otherwise indicated, wherever the term "Project Area" is used in this Agreement it shall refer to the original Project Area excluding the Cadet Redevelopment Area.

2. The Developer shall use its best efforts to rehabilitate or cause to be rehabilitated, except as otherwise provided in the Revised Block Unit One Development Plan, all the facilities in the Project Area more fully set out and described in the Revised Block Unit One Development Plan, and in the manner therein provided. The Cadet Area Developer shall use its best efforts to redevelop or cause to be redeveloped, except as otherwise provided in the Revised Block Unit One Development Plan, the Cadet Redevelopment Area, as more fully set out and described in the Revised Block Unit One Development Plan, and in the manner therein provided.

3. The Developer may depart from the Revised Block Unit One Development Plan to the extent of twenty percent (20%) (increase or decrease) of the approximate gross square footage in the Project Area (excluding the Cadet Redevelopment Area) without an amendment to the Revised Block Unit One Development Plan and without approval by the Community Development Commission and the Board of Aldermen. The Cadet Area Developer may depart from the Revised Block Unit One Development Plan to the extent of twenty percent (20%) (increase or decrease) of the approximate gross square footage in the Cadet Redevelopment Area without an amendment to the Revised Block Unit One Development Plan and without approval by the Community Development Commission and the Board of Aldermen.

4. Prior to the commencement of rehabilitation of any structure to be rehabilitated in the Project Area (excluding the Cadet Redevelopment Area) (except those residential structures to be rehabilitated containing four or less units), the Developer shall submit detailed site plans, for the review and approval of the Community Development Commission, which approval shall not be unnecessarily withheld. A written report respecting the approval should be given by the Community Development Commission to the Developer within thirty (30) days after the receipt of such plan. If no report is made by the Community Development Commission within thirty (30) days after receipt of such plan, the same shall be deemed to be approved by the Commission. Rehabilitation may be undertaken with respect to any structure by an existing owner under the supervision and with the help of the Developer in the manner provided in the Revised Block Unit One Development Plan, provided that any such development shall be subject to all relevant covenants in this Agreement and the applicable requirements contained in the Revised Block Unit One Development Plan. Prior to the commencement of demolition or redevelopment

in the Cadet Redevelopment Area, the Cadet Area Developer shall submit detailed site plans, for the review and approval of the Community Development Commission, which approval shall not be unnecessarily withheld. A written report respecting the approval should be given by the Community Development Commission to the Cadet Area Developer within thirty (30) days after the receipt of such plan. If no report is made by the Community Development Commission within thirty (30) days after receipt of such plan, the same shall be deemed to be approved by the Commission.

5. The overall Revised Block Unit One Development Plan incorporated herein by reference is proposed to be initiated and completed as to all parcels contained therein within ten (10) years after the effective date of the Ordinance approving the Revised Block Unit One Development Plan. Periods provided herein for commencement or completion of rehabilitation and/or redevelopment shall be extended for delays beyond the Developer's or Cadet Area Developer's respective control, and neither the Developer nor the Cadet Area Developer is to be responsible for any delays caused by competent legal authority, strikes, lockouts, labor disputes, riots, fire or other casualties, tornadoes, cyclones, floods, Acts of God, war, invasion or acts of a public enemy, accidents, governmental restrictions or priorities regarding acquisition or use of material, or other inability on the part of the Developer or the Cadet Area Developer, as the case may be, to obtain material or perform not growing out of its own fault, or for delays caused by the City, State or Federal Governments. Such time extensions shall be granted by the Board of Estimate and Apportionment, upon application of the Developer or the Cadet Area Developer, as the case may be, upon finding by the Board that:

(a) Developer or the Cadet Area Developer, as the case may be, has exercised all reasonable care to insure completion of the entire project or any property for which the extension is requested, or

(b) The delay in commencing construction or completion of construction was not caused by an unreasonable act or failure to act on the part of the Developer or the Cadet Area Developer, as the case may be.

In the event of substantial noncompliance with the Revised Block Unit One Development Plan as approved herein, written notice of which noncompliance is given the Developer or the Cadet Area Developer, as the case may be, and which noncompliance is thereupon not corrected by said party within forty five (45) days after the time reasonably required to complete such correction, unless the time for such correction be further extended by the President of the Board

of Public Service, or upon failure of the Developer or the Cadet Area Developer, as the case may be, to commence construction or complete the same within the scheduled time limit set out above, and upon a finding by the President of the Board of Public Service that such failure is due to the fault of the Developer or the Cadet Area Developer, as the case may be, the President of the Board of Public Service may declare the Developer or the Cadet Area Developer, as the case may be, in default. Such declaration shall promptly be reviewed by the Board of Estimate and Apportionment which, if it shall find substantial noncompliance by the Developer or the Cadet Area Developer, as the case may be, shall have thereafter the power to cancel and terminate this Agreement in whole or in part, but only with respect to property as to which such noncompliance exists and the Developer or the Cadet Area Developer, as the case may be. Said cancellation or termination shall not affect the partial tax abatement granted under this Agreement on any other property in the Project Area and/or the Cadet Redevelopment Area which has been or is being developed or used in accordance with the provisions of this Agreement. Developer or the Cadet Area Developer, as the case may be, at all times shall have the right to appeal to the Courts from any adverse decision so rendered.

6. Developer and the Cadet Area Developer shall each, in accordance with the Revised Block Unit One Development Plan, maintain all buildings in the Project Area and the Cadet Redevelopment Area to which either holds title in as good a state of repair and attractiveness as is possible.

7. (a) Developer shall supervise the rehabilitation of the Project Area. Developer shall have the exclusive control over the management and operation of the project, the fixing of rentals, and the selection or rejection of tenants or occupants of the buildings and properties, but will at all times make all facilities in the Project Area available to the general public without regard to race, religion, color or national origin subject to the provisions of this or other ordinances existing at the time of this Agreement. The Cadet Area Developer shall supervise the redevelopment of the Cadet Redevelopment Area. The Cadet Area Developer shall have the exclusive control over the management and operation of the redevelopment of the Cadet Redevelopment Area, the design of the assisted living facility, the fixing of rentals, and the selection or rejection of tenants or occupants of the buildings and properties, but will at all times make all facilities in the Cadet Redevelopment Area available to the general public without regard to race, religion, color or national origin subject to the provisions of this or other ordinances existing at the time of this Agreement.

(a) (b) The Developer and the Cadet Area Developer, their respective heirs, assigns and successors admit that the language, intent and purpose regarding fair employment practices as presently contained in the provisions of Ordinance No. 57173, as amended by Ordinance No. 58701 of the City of St. Louis apply to the Revised Block Unit One Development Plan, agree to be bound thereby, and agree to comply with the terms and spirit of said ordinance. The Developer and the Cadet Area Developer each acknowledge that the Executive Order of the Mayor of St. Louis dated December 6, 1984, regarding employment of residents of the City of St. Louis applies to contractors employed for the construction or rehabilitation of real property eligible to receive the partial tax abatement set forth in Section 13 hereof, subject to the exceptions set forth in said Executive Order, and agrees to include in all parcel development agreements affecting such real property language to that effect and an agreement by the parcel developer to refrain from using contractors whose names appear on the list of disbarred contractors maintained by the Community Development Agency pursuant to said Executive Order.

(c) The Developer and the Cadet Area Developer shall encourage each parcel developer to involve minority and women's business enterprises in their development projects to the maximum extent possible. In this regard, each parcel development agreement covering any project which will be eligible to receive the partial tax abatement set forth in Section 13 hereof and which shall require expenditures in excess of \$100,000 for new construction or rehabilitation of improvements shall contain the agreement of the parcel developer to comply with the contracting and subcontracting procedures of the Community Development Agency; provided, however, that parcel developers of such projects for which no public funds are to be used in the construction or rehabilitation of improvements, shall be deemed to have satisfied such procedures if they implement a plan appropriate for the particular parcel development project designed to promote involvement of minority and women's business enterprises. Any such plan shall not be in conflict with the provisions of Ordinance No. 57173, as amended by Ordinance No. 58701 of the City of St. Louis. Such plan shall be prepared jointly by the parcel developer, the Developer or the Cadet Area Developer, as the case may be, and the Community Development Agency prior to the commencement of construction or rehabilitation or redevelopment. The Community Development Agency shall be responsible for evaluating the performance of any parcel developer in implementing the contracting and subcontracting procedures of the Community Development Agency (in the case of projects for which public funds are received) or the plan drafted for a particular project (in the case of projects for which no public funds are received). Parcel developers who in the

opinion of the Community Development Agency fail to make a good faith effort to implement such procedures or plan, as the case may be, shall be subject to one or more of the following sanctions: (i) withdrawal of any future Federal or City assistance; (ii) disqualification of the parcel developer from being considered to receive future redevelopment rights for a period of up to three (3) years; (iii) disqualification of the parcel developer from receiving consideration for future Urban Development Action Grant funding for a period of up to three (3) years; or (iv) disqualification of the parcel developer from participating on any City projects involving city funds. Urban Development Action grant funds or other federal funds for a period of up to three (3) years.

8. The Developer and the Cadet Area Developer shall each obtain all necessary permits as prescribed by law and be subject to all lawful inspections and perform such other necessary acts as required by Chapter 11.06 of the Revised Code of the City of St. Louis, 1980, or by the ordinance of which this Agreement is a part.

9. Developer and the Cadet Area Developer shall each, in accordance with Chapter 11.06 of the Revised Code of the City of St. Louis, 1980, cooperate with and permit access to the agents and representatives of the President of the Board of Public Service or other officials of the City, which by law have jurisdiction over various types of construction or public facilities. The Developer or the Cadet Area Developer, as the case may be, shall be furnished copies of all written reports made by such representatives or agents of the City.

10. The City agrees to cooperate with the Developer and the Cadet Area Developer in carrying out the Revised Block Unit One Development Plan and shall perform the following:

(a) The City shall provide adequate municipal services to the Project Area and the Cadet Redevelopment Area consistent with the development of the Project Area and the Cadet Redevelopment Area.

(b) The City shall resurface, construct, pave or reconstruct all public streets where determined necessary by the City within the Project Area and the Cadet Redevelopment Area described in the Revised Block Unit One Development Plan with the period of time provided for completion of construction and rehabilitation or redevelopment in the Project Area and/or the Cadet Redevelopment Area. Any property owned or acquired by the Developer or the Cadet Area Developer, by whatever means, which abuts any street changes requiring acquisition of right of way by the City to undertake needed right-of-

way improvements, shall be dedicated by the Developer or the Cadet Area Developer, as the case may be, at no cost to the City.

(c) The City shall refuse to issue the following types of liquor licenses under the conditions hereinafter described:

(i) The City shall not issue a new ♦Full Package♦, a new ♦Twenty two Percent Package♦, or a new ♦Five Percent Package♦ liquor license to any establishment within the Project Area and the Cadet Redevelopment Area which derives fifty percent (50%) or less of its gross receipts from the sale of goods other than intoxicating liquors.

(ii) The City shall not issue a new ♦Full Drink♦, a new ♦Five Percent Drink♦ or new ♦C.O.L.♦ liquor license to any establishment within the Project Area and the Cadet Redevelopment Area which derives fifty percent (50%) or less of its gross receipts from the sale of non intoxicating beverages or food.

(iii) The City shall not issue to any establishment within the Project Area and the Cadet Redevelopment Area a new liquor license which permits a ♦Full Drink♦ licensee to sell intoxicating liquor for off premises consumption.

(d) Except as otherwise stated below, the City shall not issue to any establishment within the Project Area and the Cadet Redevelopment Area any of the following types of licenses or permits, nor permit the operation of any establishment within the Project Area and the Cadet Redevelopment Area for the described activities:

(i) A license or a permit for a Billiard or Pool Table as defined in Section 8.26.010 or the Revised Code of the City of St. Louis, 1980, as from time to time amended.

(ii) A license or permit for an Arcade as defined in Section 8.16.010 of the Revised Code of the City of St. Louis, 1980, as from time to time amended.

(iii) A license or permit for a Public Dancehall or Ballroom, as defined in Section 8.32.010 of the Revised Code of the City of St. Louis, 1980, as from time to time amended, except that the City may issue such license or permit to any hotel within the Project Area and the Cadet Redevelopment Area containing not less than 100 guest rooms.

(iv) A license or permit for an Adult Book Store, Adult Motion Picture Theater, Adult Peep Show or Massage Parlor, all as defined in Section 26.08 of the Revised Code of the City of St. Louis, 1980, as from time to time amended.

(v) A license or permit for a Tattoo Parlor.

(vi) A license or permit for the sale of paraphernalia related to the illegal use of controlled substances. Provided, however, that nothing contained herein or in the Revised Block Unit One Development Plan shall be construed to constitute a commitment by the City to close individual streets or make them controlled street or to undertake specific capital improvement projects or make capital improvement projects of a specific dollar value.

11. With respect to any property located within the Project Area for which the Revised Development Plan specifies rehabilitation with no change in the existing use, the Developer shall encourage the owner of such property (the Owner), to rehabilitate his own property in accordance with the minimum property standards and design guidelines of the Developer. In this regard, the Developer shall follow the procedures set forth below.

(a) At any time within ten (10) years after the effective date of the ordinance approving the Revised Block Unit One Development Plan, Developer shall mail notice by certified mail to the Owner of a property, as designated in the public land records of the Recorder of Deeds of the City of St. Louis. Said notice shall specifically advise such Owner of his rights to file plans and to enter into contracts with the Developer for the rehabilitation of his existing building and time limits within which such action may be taken by Owner. A copy of the notice together with certification of the mailing shall be filed by the Developer 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 duties and obligations under the Revised Development Plan, extend or delay the time within which the Owner has a right to take or perform an act, or give such Owner any defense to any action of the Developer.

(b) Upon receiving notice from the Developer, as provided in subsection 11(a) hereof, or at any time prior to receipt of such notice, an Owner may prepare and submit to the Developer a preliminary scope of work for his property in accordance with subsection 11(c) hereof. Failure of such Owner to submit a preliminary scope of work within sixty (60) days following notice from the Developer shall constitute an inability of the Owner and the Developer to agree

and the Developer may proceed to acquire the property by negotiation or, if the Developer is unsuccessful in its negotiations, by eminent domain. If the Owner has demonstrated to the Developer that he has made a good faith effort to prepare such preliminary scope of work within said sixty (60) day period, the Developer may, in its sole discretion, grant an additional thirty (30) days for the completion of such scope of work.

(c) As provided in subsection 11(b) hereof, an Owner desiring to rehabilitate an existing building on his property shall file with the Developer a preliminary scope of work for such proposed development including outline specifications of the rehabilitation work proposed and of materials to be used in the rehabilitation, together with a clear narrative description of the use to which the property has been and will be put. If said use is commercial in nature, the Owner shall file a statement with the Developer of the general classification of commercial use that will occupy the space. The preliminary scope of work 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 rehabilitation. To ensure clarity for review by the Developer, in some cases it may be necessary to include a site plan of the property, and/or photographs of the exterior of the structure with notes describing any changes proposed for said exterior. If major alterations are planned for the exterior, one or more elevations may be necessary to give the Developer a clear view of the work proposed. If the number of dwelling units, in a residential structure is to be changed, floor plans will be required; but these may be prepared by the Owner so long as they are clear and accurate. All such submitted materials shall collectively constitute the preliminary scope of work of such Owner and shall in all respects be satisfactory to the Developer. The Owner shall furnish such additional information as may be reasonably requested by the Developer.

(d) The preliminary scope of work of an Owner will be evaluated by the Developer, and the Developer will promptly give notice to the Owner of its approval or disapproval of such preliminary scope of work. If the preliminary scope of work is disapproved by the Developer, it shall state with particularity the deficiencies in the preliminary scope of work 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 entitled to more than one thirty (30) day opportunity to cure all of such deficiencies and/or objections. If the developer has not given notice

to the Owner of disapproval of the preliminary scope of work and any supplements or amendments submitted upon initial disapproval of such preliminary scope of work within thirty (30) days of the filing thereof, such preliminary scope of work as modified by any supplements or amendments thereto shall be deemed approved.

(e) In the evaluation of the preliminary scope of work, the Developer will consider the scope of work from both an architectural and use criteria and will assess the likelihood of the Owner's completion of the project based upon the experience of the Owner and the financing plan submitted. Plans for the exterior of the structure shall be considered from an objective standard of visual compatibility with neighboring structures.

(f) Within thirty (30) days after the approval of the preliminary scope of work of an Owner by the Developer, the Owner and the Developer will enter into a parcel development agreement under the terms of which the Owner will agree to rehabilitate the improvements in accordance with the approved preliminary scope of work and within the period of time provided therein. The Owner shall agree with respect to his property to be bound by all the terms and conditions of the Revised Block Unit One Development Plan for a period of at least 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 Developer 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 Developer 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, may be enforced by the City of St. Louis as a beneficiary thereof, and shall be binding upon all future owners of the property, the heirs, successors and assigns of the Owner. The parcel development agreement will provide that the property may be acquired by the Developer by eminent domain in the event of breach thereof on the part of the Owner, without limitation of any other remedy available to Developer. The preliminary scope of work 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 Community Development Agency. The Developer shall have the right to amend the Owner's scope of work at any time without the participation of the City in said action but the Developer shall file notice of such amendment within sixty (60) days with the Board of Public Service and the Community Development Agency.

(g) Each parcel development agreement shall provide that if the uses include such commercial uses as entertainment, dining or sales of alcoholic beverages, the Developer reserves the right to consent to any lease or arrangement for such

establishment's operation, which consent shall not be unreasonably withheld by the Developer.

(h) If the preliminary scope of work has not been approved for rehabilitation and a parcel development agreement has not been executed, as provided above, between the Owner and the Developer within sixty (60) days after the last submission of such preliminary scope of work or any supplements or amendment thereto, it shall be concluded, unless there be mutual written agreement by the Owner and the Developer to the contrary, that the Developer and the Owner are unable to reach agreement and the Developer may proceed to acquire the property by negotiation or eminent domain.

(i) No rehabilitation or modifications by an Owner which alters significantly the exterior appearance (including but not limited to a change in the color of the wood trim, the roof, exterior walls or other exterior surface) or increases the number of dwelling units or changes the use of any property or structure shall be undertaken by an Owner within the Project Area unless such Owner shall have obtained the Developer's written approval of a preliminary scope of work for such improvement, such approval to be obtained by compliance with the steps set forth in subsections (c), (d) and (e) of this Section 11. Each parcel development agreement shall provide that no further rehabilitation or modifications which alters significantly the exterior appearance (including but not limited to a change in the color of the wood trim, the roof, exterior walls or other exterior surfaces) or increases the number of dwelling units or changes the use of the property or structure covered thereby shall be undertaken unless the Owner shall have received prior written approval therefor from the Developer.

(j) Any parcel development agreement may provide, at the option of the Developer, that before undertaking the proposed rehabilitation, the Owner will either post bond or tender security in form and substance satisfactory to the Developer to secure completion of the rehabilitation of the property to which such parcel development agreement applies. Any bond will run both to the benefit of the City and the Developer.

(k) The parcel development agreement may provide for assessments or charges on the property subject to said parcel development agreement for installation and maintenance of community facilities and/or community services in the Project Area. The exact amount of such assessments or charges will be determined by the Developer.

(l) The Developer may form a businessmen's association within the Project Area and may provide in the parcel development agreement for the compulsory membership therein of all Owners who have executed parcel development agreements and their respective tenants. The parcel development agreement may include the schedule of dues, assessments and regulations of such association, including regulation of the business hours and the conduct of business in the area. The parcel development agreement may also authorize the Developer on behalf of and as an agent for all such owners and tenants to petition the City to establish, enlarge or increase in area a Special Business District in the Development Area in accordance with the terms of Chapter 71 of the Revised Statutes of Missouri, 1978, as amended.

(m) The parcel development agreement shall provide that during the period of the Revised Development 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 within the Project 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 may be prosecuted by the City or by the Developer.

12. With respect to any property located within the Cadet Redevelopment Area for which the Revised Development Plan specifies redevelopment, the Cadet Area Developer shall follow the procedures set forth below.

(a) The Cadet Area Developer's redevelopment of the Cadet Redevelopment Area will require the acquisition of all parcels located within the Cadet Redevelopment Area by negotiation with individual property owners or, as a last resort and subject to the provisions of subsection 12(b) hereof, by the Cadet Area Developer's use of eminent domain. Subject to the procedures set forth in subsection 12(b), the Cadet Area Developer shall have the right to acquire by eminent domain any property within the Cadet Redevelopment Area in its sole and absolute discretion. However, before initiating condemnation, the Cadet Area Developer shall have made reasonable effort to negotiate a fair market value for the property to be taken and shall have made an offer to the owner for the property, provided the owner can be located. The City hereby agrees to make the LCRA owned properties known and numbered as 4535 and 4547 Cadet Avenue available for acquisition by the Cadet Area Developer.

(b) The 17th Ward Alderman for the Cadet Redevelopment Area will establish a five person committee (hereinafter referred to as the "Cadet Committee"). The Cadet Committee shall be comprised of one representative from Forest Park Southeast Housing Corporation, one representative from the Cadet Area Developer, one representative from the Wedge Business Group and two representatives appointed by the 17th Ward Alderman. If any group or person shall refuse to appoint members to the Cadet Committee, the size of the Cadet Committee shall be reduced and shall operate without the representatives of the group or person who refuses to appoint members. The Cadet Committee shall work with the Cadet Area Developer to review the acquisition and relocation policies to assure compliance with any applicable City, State and Federal relocation requirements, which policies will also include, but not be limited to, the requirement that, in the event of property acquisition by eminent domain, that the Cadet Area Developer shall allow the owner access to the appraiser prior to the issuance of the final appraisal. The right of the Cadet Area Developer to acquire any parcels by eminent domain shall require adherence by the Cadet Area Developer to the acquisition and relocation policies which are reviewed and approved by the Cadet Committee.

(c) The Cadet Area Developer shall complete all real property acquisition, demolition, site preparation and the construction of the approximately 100 unit assisted living facility for seniors, including, but not limited to, dining, group activities and health care facilities, within 5 years of the date of the Ordinance of which this Agreement is a part.

(d) The Cadet Area Developer shall submit plans and specifications to the Community Development Agency for approval pursuant to the provisions of Sections 4 and 27 hereof.

(e) The Cadet Area Developer shall landscape and light the Cadet Redevelopment Area in accordance with the Revised Development Plan.

(f) Prior to commencement of construction, the Cadet Area Developer shall apply for rezoning of the Cadet Redevelopment Area from "B" Two-Family Dwelling District and "G" Local Commercial and Office District to "E" Multiple-Family Dwelling District, in accordance with the Revised Development Plan.

13. 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:

(a) Real property acquired by the Developer or the Cadet Area Developer, as the case may be, shall not be subject to assessment or payment of general ad valorem property taxes imposed by the City or State or any political subdivision thereof for a period of ten (10) years after the date when the Developer or the Cadet Area Developer, as the case may be, acquires such property by gift, grant, purchase, lease, condemnation or otherwise, except to such extent and in such amount as may be imposed upon such real property during such period measured solely by the amount of the assessed valuation of the land, exclusive of improvements, as was determined by the Assessor of the City of St. Louis, for taxes due and payable thereon during the calendar year preceding the calendar year during which the Developer or the Cadet Area Developer, as the case may be, acquires such real property; and the amounts of such tax assessments shall not be increased by the City Assessor during said ten (10) year period so long as the real property is owned by or under lease to the Developer or the Cadet Area Developer, as the case may be, and the Developer or the Cadet Area Developer, as the case may be, undertakes or causes to be undertaken new construction or rehabilitation (at a cost equal to or exceeding 30% of the present assessed valuation of said real property) in accordance with the Revised Block Unit One Development Plan and this Agreement.

(b) In the event that any such real property was tax exempt immediately prior to its acquisition by the Developer or the Cadet Area Developer, as the case may be, 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 or the Cadet Area Developer, as the case may be, acquired such property so long as such real property is used in accordance with the Revised Block Unit One Development Plan.

(c) For the next ensuing period of fifteen (15) years, ad valorem taxes upon such real property shall be measured by the assessed valuation thereof as determined by the City assessor upon the basis of not more than fifty percent (50%) of the true value of such real property, including any improvements thereon (i.e., fifty percent (50%) of the assessed valuation of like property of equal value), nor shall such valuation be increased over fifty percent (50%) of the true value of such real property from year to year during said period of fifteen (15) years, so long as said property is used in accordance with the Revised Block Unit One Development Plan.

(d) In the event of the sale or other disposition of any real property of the Developer or the Cadet Area Developer, as the case may be, by reason of the foreclosure of any mortgage or other lien, through insolvency or bankruptcy proceedings, or by order of any court of competent jurisdiction, or by voluntary transfer or conveyance or otherwise, the partial tax relief provided for in subsections (a), (b) and (c) of this paragraph shall inure to the benefit of any transferee or transferees of such real property so long as such transferee or transferees shall continue to use, operate and maintain such real property in accordance with the provisions of the Revised Block Unit One Development Plan.

14. Notwithstanding the tax abatement provisions of Section 353.110 R.S.Mo. 1978, the Developer and the Cadet Area Developer agree that with respect to all real property, with the exception of the real property hereinafter described in Section 15, owned by it or its subsidiaries or nominees and taxed pursuant to Section 353.110 R.S.Mo. 1978, it, its subsidiaries and nominees will pay to the City with respect to each such property in addition to the ad valorem taxes computed under Section 353.110, an amount annually equal to the amount by which the actual tax on such property computed pursuant to Section 353.110 is less than the tax which would have resulted in such taxable year against such property had the assessed value of such property and improvements thereon immediately prior to its acquisition by the Developer or the Cadet Area Developer, as the case may be, (recognizing the fact that the Developer or the Cadet Area Developer, as the case may be, shall give the City not less than 45 days prior written notice of its acquisition). The obligation to make the foregoing payments shall constitute a first lien against each such property enforceable by the City in the same manner as general real estate taxes, but neither the Developer or the Cadet Area Developer, as the case may be, nor its respective subsidiaries shall have any personal responsibility with respect thereto.

The City agrees with respect to such payments made pursuant to this paragraph, that it will distribute such payments in the same manner as it distributes ad valorem property taxes collected on property (land and improvements) to the State, the City and other political subdivisions entitled thereto at the time of distribution.

15. The agreement of the Developer and the Cadet Area Developer as expressly stated in Section 14, shall not be applicable, however, to the following properties located anywhere within the Project Area or the Cadet Redevelopment Area: property otherwise exempt.

16. The Developer or the Cadet Area Developer, as the case may be, reserves the right to take title to or conduct any phase of the development (demolition, new construction, rehabilitation or redevelopment) in a separate subsidiary redevelopment corporation, the stock of which shall be owned at least 51% by the Developer or the Cadet Area Developer, as the case may be, and any such subsidiary may be the general or managing partner of a limited partnership which undertakes the development or the subsidiary may be a joint venturer with respect to such phase of the development. The Developer or the Cadet Area Developer, as the case may be, shall continue to hold at least 51% of the stock of any such company until the completion of the construction or rehabilitation or redevelopment to be undertaken by such subsidiary, after which the Developer or the Cadet Area Developer, as the case may be, may sell all or any part of the stock of such company. Such subsidiary corporation shall be formed as a Redevelopment Corporation under Chapter 353 R.S.Mo. 1978. Such subsidiary and any limited partnership or joint venturer shall with respect to the property which it acquires within the development area be subject to all the terms, covenants and conditions of the Revised Block Unit One Development Plan and this Agreement, and be entitled to the benefits of The Urban Redevelopment Corporations Law and the ad valorem tax benefits thereof without further action by the governing body of the City, so long as said corporation, limited partnership or joint venture continues to use such property in accordance with this plan and Chapter 353 R.S.Mo., 1978, and the earnings from such property and the improvements thereon do not exceed that permitted by Chapter 353 R.S.Mo., 1978. Gain on the sale of stock of a subsidiary company after completion of construction shall not be deemed income to the parent company for purposes of computing parent company earnings under Chapter 353 R.S.Mo., 1978.

17. (a) The net earnings of the Developer or the Cadet Area Developer, as the case may be, from their respective project, or any part thereof under separate ownership, during the period in which tax relief is enjoyed under Section 13 hereof, shall be limited to an amount not to exceed eight percent (8%) per annum of the cost to the Developer or the Cadet Area Developer, as the case may be, of the project or such part thereof including the cost of the land or the balance of such cost is reduced by amortization payments, provided that the net earnings derived from any redevelopment project shall in no event exceed a sum equal to eight percent (8%) per annum upon the entire cost thereof. Such net earnings shall be computed after deducting from gross earning the following:

(1) All costs and expenses of maintenance and operation as defined herein.

(2) Amounts paid for taxes, assessments, insurance premiums and other similar charges.

(3) An annual amount sufficient to amortize the cost of the entire project, or each such part thereof under separate ownership, at the end of the period, which shall be twenty five (25) years from the date of completion of the project or each such part thereof subject to separate ownership or separate mortgage.

(a) The surplus earnings of the Developer or the Cadet Area Developer, as the case may be, in excess of those provided for in subparagraph (a) of this paragraph may be used or held for any one or all of the following purposes:

(1) As a reserve for maintenance of such rate of return in the future, and may be held by the corporation to offset any deficiency in such rate of return which may have occurred in prior years.

(2) To accelerate amortization payments.

(3) For the enlargement of the project.

(4) For a reduction in rentals.

At the termination of the tax relief provided for in Section 13, the Developer or the Cadet Area Developer, as the case may be, shall make a strict accounting of surplus earnings in excess of those permitted hereby and shall turn over to the City any excess of such surplus earnings not previously used for one or more of the purposes set forth in subsections (b)(1), (2), (3) and (4) of this Section 17.

18. The Developer and the Cadet Area Developer shall each establish and maintain reserve accounts, including but not limited to a reserve for the payment of taxes and insurance according to recognized standard accounting practices.

19. **Cost** as used herein shall include, among other expenses, the cost of land and improvements, interest during construction, the estimated or actual expense of demolition of existing structures, the estimated or actual expense of utilities, landscaping and roadways, the estimated or actual expenses of construction equipment and furnishing of buildings and improvements, including architectural, engineering and builder's fees, the estimated or actual expense of reconstruction, rehabilitation, redevelopment, remodeling, or initial repair of existing buildings and improvements, the cost of placement of tenants

or occupants and relocation services in connection with a development, reasonable management and operation expenses until the project is ready for its proposed use, as provided for in the Revised Block Unit One Development Plan, and the estimated or actual expenses of improving those portions of the area which are to remain open spaces, together with such additional expenses incurred as a result of additions to or changes in the Revised Block Unit One Development Plan where such additions or changes are approved by ordinance.

20. The terms, conditions and provisions of this Agreement and the Revised Block Unit One Development Plan can be neither substantially modified nor eliminated except by mutual agreement between the City, the Developer, its successors and assigns and the Cadet Area Developer, its successors and assigns; provided, however, that this Agreement shall not be construed as an enlargement of the authority conferred upon the City by Chapter 353, R.S.Mo., 1978.

21. Due to the difficulty of ascertaining actual damages in this project, the parties hereby stipulate that liquidated damages in the amount of One Hundred Dollars (100.00) for each month of delay shall be payable to the City upon failure of the Developer or the Cadet Area Developer, as the case may be, to complete the development project within the time set forth therefor in this Agreement, except as said time may be extended by the Board of Estimate and Apportionment for good cause. Periods of less than a month shall be assessed upon a proportionate basis as the number of days in that month. Such liquidated damages shall not exceed the reasonable value of any actual damages suffered by the City.

22. If requested in writing by the Board of Public Service, performance or contractor's bonds in favor of the City shall be filed by the Developer or the Cadet Area Developer, as the case may be, with the Comptroller with respect to any specific structure or group of structures to be constructed under one construction contract, before such construction commences. The amount of each bond shall be determined by the President of the Board of Public Service based upon an accurate estimate of the cost of such portion of the project as defined in Chapter 11.06 of the Revised Code of the City of St. Louis, 1980, as is ascertained through engineering studies of the plans filed with the President of the Board of Public Service and shall be in an amount equal to ten percent (10%) of such estimated cost of such portion of the project. As construction or rehabilitation of each structure or group of structures constructed under one construction contract is completed and a Certificate of Completion issued with respect thereto, the surety on such bond or bonds shall be discharged.

23. The uses in the Project Area and the Cadet Redevelopment Area shall be limited to the uses described in the Revised Block Unit One Development Plan for a period of not less than twenty-five (25) years from the effective date of the ordinance of which this Agreement is a part or such longer period with respect to any piece of property in the area as the tax advantages under Section 13 hereof shall be claimed for such property.

24. This Agreement shall remain in full force and effect so long as property in the Project Area and the Cadet Redevelopment Area shall enjoy tax relief under Chapter 11.06 of the Revised Code of the City of St. Louis, 1980, and at termination of such relief this Agreement shall terminate and become null and void, provided that all stages of the project as herein described have been completed and so certified by the President of the Board of Public Service.

25. The rights and privileges given to and the duties and obligations imposed on the Developer or the Cadet Area Developer, as the case may be, by this Agreement shall apply only to the development project herein described.

26. In the event that the Developer or the Cadet Area Developer, as the case may be, shall be prohibited from performing covenants and agreements herein contained, or contained in the Revised Block Unit One Development Plan, by the order of any Court of competent jurisdiction or in the event that The Urban Redevelopment Corporations Law, R.S.Mo. Chapter 353, 1978, and Chapter 11.06 of the Revised Code of the City of St. Louis, 1980, 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, then and in any such event, the Developer or the Cadet Area Developer, as the case may be, may cancel or terminate this Agreement by giving written notice of its intention so to do to the other within a sixty (60) day period thereafter.

27. Without first receiving written certification from the Developer or the Cadet Area Developer, as the case may be, that the Developer or the Cadet Area Developer, as the case may be, has approved a preliminary scope of work (as defined in Section 11 and 12 hereof) for the construction, redevelopment or rehabilitation of a project in the Project Area or the Cadet Redevelopment Area, the Community Development Agency, 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 Alderman requesting blighting for a project, pursuant to Chapters 99 or 100 R.S.Mo.; and

(iv) authorize the granting of tax abatement to a project, pursuant to Chapters 99 or 100 R.S.Mo.

28. If this Agreement is cancelled, all of the duties, obligations and liabilities of the parties hereto shall cease and terminate as of the termination date.

29. All rents, profits or other revenue received from the real property included in the Project Area shall belong to the Developer from the time any of said real property is acquired either directly by the Developer or by the City as agent for the Developer. All rents, profits or other revenue received from the real property included in the Cadet Redevelopment Area shall belong to the Cadet Area Developer from the time any of said real property is acquired either directly by the Cadet Area Developer or by the City as agent for the Cadet Area Developer.

30. The Citizens Advisory Committee (herein referred to as the **Committee**), which currently advised the Developer regarding specific development proposals, rehabilitation, construction and/or any substantial changes in the development plan, shall continue to serve in that capacity with respect to the Revised Block Unit One Development Plan, except as otherwise provided in Section 12 hereof. The Committee shall consist of up to twenty-one (21) persons including the Alderman(men) from the ward or wards included in the Project Area. In the event any member of the Committee is unable or unwilling to serve for any reason, the Developer and the hereinabove described Alderman(men) shall agree upon the appointment of a successor member. The Committee shall represent the interests of property owners, renters and businesses in the Block Unit One Project Area, as well as in the area to the north thereof subject to the Revised Development Plan of WUMCRC as approved by Ordinance No. 29672. The Committee shall meet at dates and times mutually agreeable with the Developer, at least once every two months until December 31, 1990, at least once every three months from January 1, 1991 until December 31, 1995, and thereafter on an ad hoc basis as requested by either the hereinabove described Alderman(men) or the Developer. Special meetings of the Committee may be called either by the Developer, the Alderman(men), or any five (5) members of the Committee, and proper notice shall be transmitted to all members of the date, time and place of the special meeting.

31. The Developer, its successors or assigns under this Agreement, and the Cadet Area Developer, its successors or assigns under this Agreement, hereby agree that, anything to the contrary and notwithstanding, they will reimburse the City for any payments made by the City pursuant to any non-appealable

order of any court of competent jurisdiction directing payment of damages to any party asserting a claim resulting from or arising out of the exercise of any authority granted to the Developer or the Cadet Area Developer, as the case may be, in this Agreement or in the ordinance of which it is a part, provided, however, that the City promptly notifies the Developer or the Cadet Area Developer, as the case may be, in writing of the assertion of any such claim, whether or not litigation has been commenced.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

CITY OF ST. LOUIS, MISSOURI By:

Mayor

By: Comptroller[SEAL]

ATTEST:

City Register

APPROVED AS TO FORM:

City Counselor

WASHINGTON UNIVERSITY MEDICALCENTER REDEVELOPMENT CORPORATION

By:

President[SEAL]

ATTEST:

Secretary

KINGMAN REDEVELOPMENT CORPORATIONBy:

President[SEAL]

ATTEST:

Secretary

Section Nine. 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 unconstitutional, 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 section that it cannot be presumed that the Aldermen 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 or duties herein of the Developer or the Cadet Area Developer, as the case may be, are found invalid or unconstitutional, the Developer or the Cadet Area Developer, as the case may be, shall hereafter at its election have the right to be released from the Agreement herein contained.

Section Ten. Should the Agreement between the Developer, the Cadet Area Developer and the City authorized by this ordinance fail to be executed within ninety (90) days after the enactment of this ordinance, then this ordinance shall be deemed null and void.

Section Eleven. The passage of this ordinance being deemed necessary for the immediate preservation of the health and safety, an emergency is hereby declared to exist, and this ordinance shall take effect immediately upon its approval by the Mayor.

Approved: _____, 1999

Legislative History				
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND
01/08/99	01/08/99	HUDZ		
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE
01/29/99			02/05/99	02/05/99
ORDINANCE	VETOED		VETO OVR	

64638		
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