

BOARD BILL # 150AA

**INTRODUCED BY ALDERWOMAN
TAMMIKA HUBBARD**

1 AN ORDINANCE APPROVING THE PETITION TO ESTABLISH THE TUCKER & CASS
2 IMPROVEMENT DISTRICT; ESTABLISHING THE TUCKER & CASS COMMUNITY
3 IMPROVEMENT DISTRICT AS A POLITICAL SUBDIVISION OF THE STATE OF
4 MISSOURI; CONFIRMING THE PRIOR DETERMINATION THAT THE TUCKER & CASS
5 COMMUNITY IMPROVEMENT DISTRICT IS A BLIGHTED AREA; FINDING A PUBLIC
6 PURPOSE FOR THE ESTABLISHMENT OF THE TUCKER & CASS COMMUNITY
7 IMPROVEMENT DISTRICT; APPROVING APPOINTMENT OF THE INITIAL BOARD OF
8 DIRECTORS; APPROVING A DISTRICT PROJECT AGREEMENT BETWEEN THE CITY
9 OF ST. LOUIS AND THE TUCKER & CASS COMMUNITY IMPROVEMENT DISTRICT;
10 AUTHORIZING CERTAIN OTHER ACTIONS; AND CONTAINING A SEVERABILITY
11 CLAUSE.

12 WHEREAS, The City of St. Louis, Missouri, a city organized under its charter and the
13 Constitution and laws of the State of Missouri (the “City”), is authorized and empowered
14 pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571, RSMo (the
15 “CID Act”), to establish a community improvement district as proposed by a verified petition for
16 the property described in said petition; and

17 WHEREAS, the Petition to Establish the Tucker & Cass Community Improvement
18 District attached as Appendix A (the “Petition”), signed by representatives of more than fifty
19 percent per capita of all property owners within the proposed Tucker & Cass Community
20 Improvement District and by property owners owning more than fifty percent by assessed value
21 of the real property within the proposed Tucker & Cass Community Improvement District, has

1 been filed with the City Register, requesting formation and establishment of the Tucker & Cass
2 Community Improvement District (the “District”); and

3 WHEREAS, the Register did review and determine that the Petition substantially
4 complied with the requirements of the CID Act; and

5 WHEREAS, a public hearing, duly noticed and conducted as required by and in
6 accordance with the CID Act, was held at _____ on _____, 2016, by the
7 Board of Aldermen; and

8 WHEREAS, the real property within the proposed District is a “blighted area” as defined
9 by Section 67.1401.2(3)(b) of the CID Act because it was previously determined by the City to
10 be blighted pursuant to Section 99.805, RSMo., and was designated as such, by Ordinance No.
11 68484 of the City; and

12 WHEREAS, the Petition requests that the members of the initial Board of Directors of
13 the District be appointed by the Mayor with the consent of the Board of Aldermen, as specified
14 in Section 67.1451.5 of the CID Act; and

15 WHEREAS, the Board of Aldermen hereby finds that the execution of the District
16 Project Agreement between the City and the District, in substantially the form of Appendix C
17 attached hereto (the “District Project Agreement”) is in furtherance of the purposes of the
18 District, as stated in the Petition, and is in the best interests of the City; and

19 WHEREAS, the Board of Aldermen hereby finds that the adoption of this Ordinance is in
20 the best interests of the City and that the property owners of the District, as well as the City as a
21 whole, will benefit from the establishment of the District.

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

1 SECTION ONE. The Board of Aldermen hereby adopts the foregoing recitals as
2 findings. The Petition is hereby approved and adopted. A community improvement district, to
3 be known as the “Tucker & Cass Community Improvement District” (hereinafter referred to as
4 the “District”), is hereby established pursuant to the CID Act on that real property identified in
5 the map included in the Petition and legally described in Appendix B, attached hereto,
6 incorporated herein. The boundaries of the District, as described above, are contiguous.

7 SECTION TWO. The District may, upon approval by the qualified voters of the District,
8 impose a sales and use tax on all retail sales made in the District at a rate not to exceed one
9 percent (1.0%) of such retail sales, as specifically authorized by the CID Act, to provide funds to
10 accomplish any power, duty or purpose of the District. The District will not seek to submit to
11 qualified voters any proposition for approval of a real property tax levy. The District will not
12 seek to impose a special assessment against real property within the boundaries of the District.

13 SECTION THREE. The District is authorized by the CID Act, at any time, to issue
14 obligations, or to enter into agreements with other public entities with authority to issue
15 obligations, for the purpose of carrying out any of its powers, duties, or purposes. Such
16 obligations shall be payable out of all, part or any combination of the revenues of the District and
17 may be further secured by all or any part of any property or any interest in any property by
18 mortgage or any other security interest granted. Such obligations shall be authorized by
19 resolution of the District, and if issued by the District (or another public entity for the benefit of
20 the District as provided in the CID Act) shall have such terms and be issued in accordance with
21 the requirements of the CID Act.

22 SECTION FOUR.

23 (a) Pursuant to the Petition, the District shall be in the form of a political subdivision.

1 (b) The District shall have all the authority and powers granted to community
2 improvement districts and political subdivisions under the CID Act including, without limitation,
3 such additional powers as set forth in Section 67.1461.2 of the CID Act.

4 (c) The District is authorized to use the funds of the District for any of the
5 improvements, services or other activities authorized under the CID Act.

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

8 (e) No earlier than one hundred eighty (180) days and no later than ninety (90) days
9 prior to the first day of each fiscal year, the District shall submit to the Board of Aldermen a
10 proposed annual budget for the District, setting forth expected expenditures, revenues, and rates
11 of assessments, if any, for such fiscal year. The Board of Aldermen may review and comment on
12 this proposed budget, but if such comments are given, the Board of Aldermen shall provide such
13 written comments no later than sixty (60) days prior to the first day of the relevant fiscal year;
14 such comments shall not constitute requirements, but shall only be recommendations.

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

17 SECTION FIVE. The Board of Directors of the District shall be composed of five (5)
18 members appointed by the Mayor with the consent of the Board of Aldermen in accordance with
19 the Petition, to serve staggered terms, all in the manner and as provided in Section 67.1451.5 of
20 the CID Act, provided that each director shall serve until such director's successor is appointed.
21 The Mayor does hereby appoint the following named persons as Directors of the District, and by
22 adoption of this Ordinance the Board of Aldermen hereby consents to the initial appointment of
23 the District's Board of Directors as follows:

<u>NAME</u>	<u>INITIAL TERM</u>
Paul J. McKee, Jr.	4 years from date of appointment
William D. Laskowsky	4 years from date of appointment
Geralynn Kostecki	2 years from date of appointment
Dale Ruthsatz	2 years from date of appointment
[Comptroller Nominee]	2 years from date of appointment

The date of appointment for each of the initial Board of Directors shall be the effective date of this Ordinance. No further action by the Mayor or Board of Aldermen for appointment of the initial Board of Directors is necessary. Successive directors shall be appointed by the Mayor with consent of the Board of Aldermen in accordance with the Petition. Successive directors shall be appointed to serve a term of four (4) years on the Board.

SECTION SIX. The Board of Directors of the District shall have its initial meeting on such date and at such time when a quorum of Board of Directors is available, at such place within the limits of the City as may be convenient to the Directors.

SECTION SEVEN. The Board of Aldermen hereby finds and confirms that the District is a “blighted area” as defined in Section 67.1401.2(3)(b) because the District was previously determined to be a “blighted area” under Section 99.805, RSMo. by Ordinance No. 68484 of the City.

SECTION EIGHT. The Board of Aldermen hereby finds that the uses of the District proceeds as provided for in the Petition will serve a public purpose by remediating blight, providing for certain public improvements and encouraging redevelopment of real property within the District.

SECTION NINE. The Register shall report in writing the creation of the Tucker & Cass Community Improvement District to the Missouri Department of Economic Development.

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

8 SECTION ELEVEN. The term for the existence of the District shall begin on the
9 effective date of this Ordinance as enacted by the Board of Aldermen and shall continue for a
10 maximum of forty (40) years from the effective date of this Ordinance.

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

16 SECTION THIRTEEN. The Board of Aldermen hereby approves, and the Mayor and
17 Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the
18 District Project Agreement by and between the City and the District attached hereto as Appendix
19 C, and the City Register is hereby authorized and directed to attest to the District Project
20 Agreement and to affix the seal of the City thereto. The District Project Agreement shall be in
21 substantially the form attached, with such changes therein as shall be approved by said Mayor
22 and Comptroller executing the same and as may be consistent with the intent of this Ordinance
23 and necessary and appropriate in order to carry out the matters herein authorized.

1 SECTION FOURTEEN. The City shall, and the officers, agents and employees of the
2 City are hereby authorized and directed to take such further action and execute such other
3 documents, certificates and instruments as may be necessary or desirable to carry out and comply
4 with the intent of this Ordinance.

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

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

APPENDIX A

**PETITION TO ESTABLISH
TUCKER & CASS COMMUNITY IMPROVEMENT DISTRICT**

APPENDIX B

DISTRICT LEGAL DESCRIPTION

APPENDIX C

DISTRICT PROJECT AGREEMENT

APPENDIX A

PETITION TO ESTABLISH THE TUCKER & CASS COMMUNITY IMPROVEMENT DISTRICT

This Petition to Establish the Tucker & Cass Community Improvement District (the "Petition") is submitted in accordance with the Community Improvement District Act, Sections 67.1401 to 67.1571, Revised Statutes of Missouri, as amended (the "CID Act"), by the persons and/or entities whose signature appear below ("Petitioners").

The Petitioners request that the Board of Aldermen of the City of St Louis, Missouri (the "City") hold a public hearing and approve and adopt this Petition in accordance with the Act to establish a community improvement district (the "District") in the City in accordance with this Petition.

1. DESCRIPTION OF DISTRICT

A. Name of District.

The name of the District shall be the "Tucker & Cass Community Improvement District".

B. Legal Description.

The District includes all of the real property (the "District Property") legally described in Exhibit A attached hereto and made a part hereof.

C. Boundary Map.

A map depicting the boundaries of the District is attached hereto as Exhibit B and hereby made a part hereof.

D. Parcel Identification Numbers.

The parcel identification numbers for the parcels comprising the District are set forth in Exhibit C attached hereto and incorporated herein by this reference.

E. Total Assessed Value.

As described further in Exhibit C, the total assessed value of the District Property is \$554,200.00, according to the tax records of the Assessor and the Collector of Revenue of the City of St. Louis.

2. PETITIONER

Based on the tax records of the Assessor and the Collector of Revenue of the City of St. Louis, as of the date of the filing of this Petition, Petitioners:

- (a) own more than fifty percent (50%) by assessed value of the District Property; and

RECEIVED
CITY REGISTER
2016 AUG 29 PM 2:12

- (b) represent more than fifty percent (50%) per capita of all owners of the District Property.

3. FIVE YEAR PLAN

The five-year plan for the District includes, but is not necessarily limited to, the following:

A. Purposes of the District.

The District is designed to increase the use of the District Property and to cure blighted conditions in the District.

The principal objective and purpose of the District is to provide a mechanism to finance the District Projects (as defined below) through the pledge by the District of its revenues to repay debt service on the tax increment financing obligations issued by the City of St. Louis pursuant to the Parcel Development Agreement approved pursuant to Ordinance No. 70351 (the "TIF Obligations"), which TIF Obligations shall be issued in part to provide a mechanism for reimbursement of the costs of the District Projects. The revenues used for such purposes shall include receipts from the imposition of the sales and use tax of up to one percent (1%) on all retail sales made within the District that may be subject to taxation pursuant to the CID Act, as further provided in Section 6 of this Petition (the "District Sales Tax").

B. Services and Improvements.

The District will cause the design and implementation of various improvements and services located within and benefitting the District Property (collectively, the "District Projects"). Such District Projects may be undertaken in multiple phases or may occur in one phase. The District Projects may consist of any and all such improvements and services authorized under the CID Act, including, without limitation, the following:

- Upgrading, installing, or relocating public utilities/utility infrastructure.
- Re-surfacing, repairing, replacing or constructing improvements to public parking facilities, traffic improvements, sidewalks, and related improvements.
- Property acquisition, site preparation, and landscaping.
- Reconstruction, repair, maintenance, demolition, removal, rehabilitation and equipping of the existing buildings or structures located within the District, and contracting with one or more private property owners to provide for the same.
- Construction, reconstruction, installation, repair and maintenance of all improvements permitted by the CID Act.
- Carrying out all other permitted purposes under the CID Act.

The District Projects may also include providing maintenance and security within the District, employing and/or contracting for personnel and services necessary to carry out the purposes of the District, and advertising and providing assistance to attract further investment within the District.

As provided in Section 67.1461 of the CID Act, the District may undertake such improvements or provide such services on its own, or may enter into contracts or other instruments with public or private entities to accomplish the same to the extent permitted by the CID Act.

C. Additional Purposes of the District.

In addition to providing for and causing the completion of the District Projects, the purposes of the District also include:

- (a) Issuing notes or other obligations of the District to fund the cost of the District Projects or pledging revenues to the repayment of the TIF Obligations to the extent authorized under the CID Act (collectively, the "District Obligations");
- (b) Entering into contracts or other agreements in order to complete or cause completion of the District Projects and other purposes of the District;
- (c) Levying the District Sales Tax in accordance with the CID Act;
- (d) Remediating conditions that cause District Property to be a blighted area as previously determined by the City of St. Louis in Ordinance No. 68484; and
- (e) Exercising any authorized purpose of the District pursuant to and in accordance with the CID Act.

D. Budget.

It is anticipated that the completion of permanent improvements which are part of the District Projects as set forth above will be completed by the District over a period of approximately five (5) calendar years from the effective date of the City's ordinance establishing the District (the "Construction Period").

The District may apply CID Revenues to fund or otherwise reimburse costs and fees necessary to complete the District Projects, and to repay District Obligations. The total anticipated estimated cost of the District Projects is at least Nine Hundred Thousand Dollars (\$900,000.00), exclusive of costs related to any authorized indebtedness of the District, including the issuance and repayment of District Obligations and interest thereon. Additional costs related to the District regarding financing, professional fees and expenses, underwriting, and issuance costs and interest thereon related to District Obligations may also be incurred and included as part of the District's budget.

Following the Construction Period and through the term of existence of the District, CID Revenues may be applied, appropriated, or otherwise used to repay District Obligations including interest and other expenses related thereto (e.g. professional, underwriting and other issuance costs), to pay any administrative and/or other professional fees and expenses associated with administering the District, and/or to pay for ongoing maintenance, security, marketing, or other permitted costs of the District incurred as part of the District Projects.

E. Powers.

The District shall have all powers provided for in Section 67.1461 of the CID Act, subject to the limitations set forth in this Petition.

F. Annual Benchmarks for the Five-Year Plan.

YEAR 1 (2016):

- Creation of the District.
- Appointment of Board of Directors.
- Authorization of imposition of District Sales Tax.
- Approval of Intergovernmental Cooperation Agreement with the City.
- Commence construction of the District Projects.
- Issuance of District Obligations.

YEAR 2 (2017):

- Continue construction of the District Projects.
- Imposition, collection and administration of District Sales Tax to pay District Obligations.
- Provide ongoing services, maintenance and security functions within the District.

YEAR 3 (2018):

- Continue/Complete construction of the District Projects.
- Imposition, collection and administration of District Sales Tax to pay District Obligations.
- Provide ongoing services, maintenance and security functions within the District.

YEAR 4 (2019):

- Continue/Complete construction of the District Projects.
- Imposition, collection and administration of District Sales Tax to pay District Obligations.
- Provide ongoing services, maintenance and security functions within the District.

YEAR 5 (2020):

- Complete construction of the District Projects.
- Imposition, collection and administration of District Sales Tax to pay District Obligations.
- Provide ongoing services, maintenance and security functions within the District.

4. DETERMINATION OF BLIGHT.

On November 9, 2009, the City adopted Ordinance No. 68484 determining that certain property, including the District Property, qualifies as a “blighted area” under Section 99.805, RSMo., of the Real Property Tax Increment Allocation Redevelopment Act. Petitioners request that the ordinance establishing the District confirm such prior determination.

5. TYPE OF DISTRICT; BOARD OF DIRECTORS

A. Political Subdivision.

The District shall be formed as a political subdivision of the State of Missouri.

B. Numbers of Directors.

The initial Board of Directors of the District shall be composed of five (5) members appointed by the Mayor with the consent of the Board of Aldermen to serve staggered terms, all in the manner and as provided in Section 67.1451.5 of the CID Act.

C. Qualifications.

Each Director, during his or her term, shall meet the following requirements:

- (a) be at least 21 years of age; and
- (b) be an owner of real property within the District or its legally authorized representative ("Property Owner"), or be an owner of a business operating within the District or its legally authorized representative.

D. Board Representation.

In order to ensure fair representation of the District, the Board representation shall at all times meet the following requirements:

- (a) at least three (3) Directors shall be Property Owners;
- (b) one (1) Director shall be nominated by the Executive Director of the St. Louis Development Corporation; and
- (c) one (1) Director shall be nominated by the Comptroller of the City of St. Louis.

E. Successor Directors.

Upon expiration of the terms of the initial Directors, successor directors shall be appointed by the Mayor with the consent of the Board of Aldermen based on a slate of candidates submitted to the Mayor by the District, such slate being subject to the Board representation requirements set forth above in Section 5.D. Following submission of the slate to the Mayor: (a) the Mayor shall appoint the successor Directors according to the slate submitted by the District and the Board of Aldermen shall consent by resolution to the appointment; or (b) the Mayor or the Board of Aldermen may reject the slate submitted by the District and request in writing that the District submit an alternate slate. If an alternate slate is requested, the District shall within 60 days following receipt of the written request submit such an alternate slate to the Mayor. Following submission of the alternate slate to the Mayor: (a) the Mayor shall appoint the successor Directors according to the slate submitted by the District and the Board of Aldermen shall consent by resolution to the appointment; or (b) the Mayor or the Board of Aldermen may reject

the slate submitted by the District and request in writing that the District submit a second alternate slate. The procedure described above shall continue until the successor Directors are appointed by the Mayor and consented to by the Board of Aldermen. Successor Directors shall serve a term of four (4) years. Notwithstanding the foregoing, a Director shall continue to serve until such Director's successor is appointed.

6. SALES TAX.

The District may, upon approval by the qualified voters of the District, impose a District sales and use tax on all retail sales made within the District which are subject to taxation pursuant to Sections 144.010 to 144.525, RSMo (excepting such sales as are specifically excepted in the CID Act), at a rate not to exceed one percent (1.0%) of such retail sales, to generate District revenue, pursuant to Section 67.1545 of the CID Act.

7. SPECIAL ASSESSMENTS; REAL PROPERTY TAX.

The District will not impose any special assessments or real property taxes within its boundaries.

8. LIFE OF THE DISTRICT.

The term of the District shall be for a period of forty (40) years from the effective date of the City's ordinance establishing the District.

9. NO LIMITATIONS ON BORROWING CAPACITY OR REVENUE GENERATION OF DISTRICT.

Petitioners do not seek limitations on the borrowing capacity of the District. Petitioners do not seek limitations on the revenue generation of the District.

10. REQUEST TO ESTABLISH DISTRICT.

By the execution and submission of this Petition, the Petitioners request that the Board of Aldermen hold a public hearing in accordance with Section 67.1421 and Section 67.1431 of the CID Act and adopt an ordinance approving the Petition and establishing the District as set forth in this Petition.

11. PETITIONER WITHDRAWAL RIGHT NOTICE.

THE SIGNATURES OF THE SIGNERS TO THIS PETITION MAY NOT BE WITHDRAWN LATER THAN SEVEN (7) DAYS AFTER THIS PETITION IS FILED WITH THE CITY CLERK.

12. SEVERABILITY.

If any provision of this Petition shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of this Petition or for any other reason, such circumstance shall not have

the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision contained in this Petition invalid, inoperative or unenforceable to any extent whatsoever.

[SIGNATURE PAGES FOLLOW]

Signature Page for Petition to Establish

Tucker & Cass Community Improvement District

The undersigned requests that the Board of Aldermen of the City of St. Louis, Missouri, hold a public hearing and approve an ordinance establishing the Tucker & Cass Community Improvement District according to the preceding Petition.

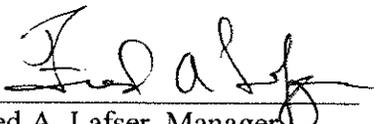
Name of Petitioner/Property Owner:	1312, LLC
Owner's Telephone Number:	(314) 878-4021
Owner's Mailing Address:	1215 Fern Ridge Parkway, Suite 110 St. Louis, Missouri 63141
Owner Entity Type:	Limited Liability Company
Name of Signer:	Fred Lafser
Basis of Legal Authority to Sign:	Manager
Signer's Telephone Number:	(314) 878-4021
Signer's Mailing Address:	1215 Fern Ridge Parkway, Suite 110 St. Louis, Missouri 63141

MAP AND PARCEL ID NUMBER: Map No. 1; Parcel ID No.: 0576-00-00590

ASSESSED VALUE: \$62,000.00

By executing this Petition, the undersigned represents and warrants that he has received a copy of this Petition and its Exhibits, has read this Petition and its Exhibits, is authorized to execute this Petition on behalf of the property owner named immediately above and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his signature may not be withdrawn later than seven (7) days after this Petition is filed with the Clerk of the City.

1312, LLC,
a Missouri limited liability company

By: 
Fred A. Lafser, Manager

Date: 8-24, 2016

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

On this 24th day of August, 2016, before me appeared Fred A. Lafser, to me personally known, who, being by me duly sworn, did say that he is the Manager of 1312, LLC, a Missouri limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company, by authority of its members, and he acknowledged said instrument to be the free act and deed of said limited liability company.

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 Commission Expires: 5 27-17



KAREN KOKESH
My Commission Expires
May 27, 2017
St. Louis County
Commission #13509014

Signature Page for Petition to Establish

Tucker & Cass Community Improvement District

The undersigned requests that the Board of Aldermen of the City of St. Louis, Missouri, hold a public hearing and approve an ordinance establishing the Tucker & Cass Community Improvement District according to the preceding Petition.

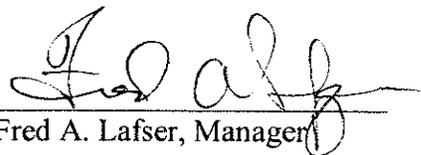
Name of Petitioner/Property Owner:	1312, LLC
Owner's Telephone Number:	(314) 878-4021
Owner's Mailing Address:	1215 Fern Ridge Parkway, Suite 110 St. Louis, Missouri 63141
Owner Entity Type:	Limited Liability Company
Name of Signer:	Fred Lafser
Basis of Legal Authority to Sign:	Manager
Signer's Telephone Number:	(314) 878-4021
Signer's Mailing Address:	1215 Fern Ridge Parkway, Suite 110 St. Louis, Missouri 63141

MAP AND PARCEL ID NUMBER: Map No. 2; Parcel ID No.: 0576-00-00610

ASSESSED VALUE: \$96,300.00.

By executing this Petition, the undersigned represents and warrants that he has received a copy of this Petition and its Exhibits, has read this Petition and its Exhibits, is authorized to execute this Petition on behalf of the property owner named immediately above and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his signature may not be withdrawn later than seven (7) days after this Petition is filed with the Clerk of the City.

1312, LLC,
a Missouri limited liability company

By: 
Fred A. Lafser, Manager

Date: 8-24, 2016

**Signature Page for Petition to Establish
Tucker & Cass Community Improvement District**

The undersigned requests that the Board of Aldermen of the City of St. Louis, Missouri, hold a public hearing and approve an ordinance establishing the Tucker & Cass Community Improvement District according to the preceding Petition.

Name of Petitioner/Property Owner:	Northside Regeneration, LLC
Owner's Telephone Number:	(636) 561-9300
Owner's Mailing Address:	1001 Boardwalk Springs Place, Suite 10 O'Fallon, Missouri 63368
Owner Entity Type:	Limited Liability Company
Name of Signer:	Paul J. McKee, Jr.
Basis of Legal Authority to Sign:	Chief Manager of Manager of Property Owner
Signer's Telephone Number:	(636) 561-9300
Signer's Mailing Address:	1001 Boardwalk Springs Place, Suite 10 O'Fallon, Missouri 63368

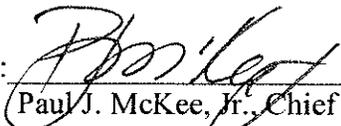
MAP AND PARCEL ID NUMBER: Map No. 3; Parcel ID No.: 0576-00-00620

ASSESSED VALUE: \$62,400.00

By executing this Petition, the undersigned represents and warrants that he has received a copy of this Petition and its Exhibits, has read this Petition and its Exhibits, is authorized to execute this Petition on behalf of the property owner named immediately above and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his signature may not be withdrawn later than seven (7) days after this Petition is filed with the Clerk of the City.

NORTHSIDE REGENERATION, LLC,
a Missouri limited liability company

By McEagle Regeneration, LLC,
its Manager

By: 
Paul J. McKee, Jr., Chief Manager
of McEagle Regeneration, LLC

Date: August 26, 2016

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

On this 26th day of August 2016, before me appeared Paul J. McKee, Jr., to me personally known, who, being by me duly sworn, did say that he is the Chief Manager of McEagle Regeneration, LLC, which is the Manager of NORTHSIDE REGENERATION, LLC, a Missouri limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company, by authority of its members, and he acknowledged said instrument to be the free act and deed of said limited liability company.

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 Commission Expires: 5.27-17



KAREN KOKESH
My Commission Expires
May 27, 2017
St. Louis County
Commission #13509014

**Signature Page for Petition to Establish
Tucker & Cass Community Improvement District**

The undersigned requests that the Board of Aldermen of the City of St. Louis, Missouri, hold a public hearing and approve an ordinance establishing the Tucker & Cass Community Improvement District according to the preceding Petition.

Name of Petitioner/Property Owner:	Northside Regeneration, LLC
Owner's Telephone Number:	(636) 561-9300
Owner's Mailing Address:	1001 Boardwalk Springs Place, Suite 10 O'Fallon, Missouri 63368
Owner Entity Type:	Limited Liability Company
Name of Signer:	Paul J. McKee, Jr.
Basis of Legal Authority to Sign:	Chief Manager of Manager of Owner
Signer's Telephone Number:	(636) 561-9300
Signer's Mailing Address:	1001 Boardwalk Springs Place, Suite 10 O'Fallon, Missouri 63368

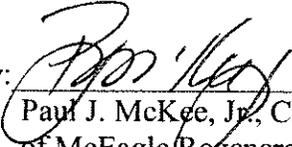
MAP AND PARCEL ID NUMBER: Map No. 4; Parcel ID No.: 0576-00-00570

ASSESSED VALUE: \$77,400.00

By executing this Petition, the undersigned represents and warrants that he has received a copy of this Petition and its Exhibits, has read this Petition and its Exhibits, is authorized to execute this Petition on behalf of the property owner named immediately above and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his signature may not be withdrawn later than seven (7) days after this Petition is filed with the Clerk of the City.

NORTHSIDE REGENERATION, LLC,
a Missouri limited liability company

By McEagle Regeneration, LLC,
its Manager

By: 
Paul J. McKee, Jr., Chief Manager
of McEagle Regeneration, LLC

Date: August 26, 2016

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

On this 26th day of August, 2016, before me appeared Paul J. McKee, Jr., to me personally known, who, being by me duly sworn, did say that he is the Chief Manager of McEagle Regeneration, LLC, which is the Manager of NORTHSIDE REGENERATION, LLC, a Missouri limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company, by authority of its members, and he acknowledged said instrument to be the free act and deed of said limited liability company.

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 Commission Expires: 5-27-17



KAREN KOKESH
My Commission Expires
May 27, 2017
St. Louis County
Commission #13509014

**Signature Page for Petition to Establish
Tucker & Cass Community Improvement District**

The undersigned requests that the Board of Aldermen of the City of St. Louis, Missouri, hold a public hearing and approve an ordinance establishing the Tucker & Cass Community Improvement District according to the preceding Petition.

Name of Petitioner/Property Owner:	Northside Regeneration, LLC
Owner's Telephone Number:	(636) 561-9300
Owner's Mailing Address:	1001 Boardwalk Springs Place, Suite 10 O'Fallon, Missouri 63368
Owner Entity Type:	Limited Liability Company
Name of Signer:	Paul J. McKee, Jr.
Basis of Legal Authority to Sign:	Chief Manager of Manager of Owner
Signer's Telephone Number:	(636) 561-9300
Signer's Mailing Address:	1001 Boardwalk Springs Place, Suite 10 O'Fallon, Missouri 63368

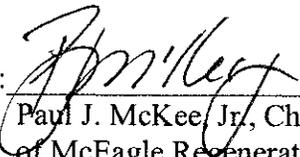
MAP AND PARCEL ID NUMBER: Map No. 5; Parcel ID No.: 0576-00-00560

ASSESSED VALUE: \$37,700.00

By executing this Petition, the undersigned represents and warrants that he has received a copy of this Petition and its Exhibits, has read this Petition and its Exhibits, is authorized to execute this Petition on behalf of the property owner named immediately above and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his signature may not be withdrawn later than seven (7) days after this Petition is filed with the Clerk of the City.

NORTHSIDE REGENERATION, LLC,
a Missouri limited liability company

By McEagle Regeneration, LLC,
its Manager

By: 
Paul J. McKee, Jr., Chief Manager
of McEagle Regeneration, LLC

Date: August 26, 2016

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

On this 26th day of August, 2016, before me appeared Paul J. McKee, Jr., to me personally known, who, being by me duly sworn, did say that he is the Chief Manager of McEagle Regeneration, LLC, which is the Manager of NORTHSIDE REGENERATION, LLC, a Missouri limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company, by authority of its members, and he acknowledged said instrument to be the free act and deed of said limited liability company.

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 Commission Expires: 5 27 17



KAREN KOKESH
My Commission Expires
May 27, 2017
St. Louis County
Commission #13508014

Signature Page for Petition to Establish

Tucker & Cass Community Improvement District

The undersigned requests that the Board of Aldermen of the City of St. Louis, Missouri, hold a public hearing and approve an ordinance establishing the Tucker & Cass Community Improvement District according to the preceding Petition.

Name of Petitioner/Property Owner:	Northside Regeneration, LLC
Owner's Telephone Number:	(636) 561-9300
Owner's Mailing Address:	1001 Boardwalk Springs Place, Suite 10 O'Fallon, Missouri 63368
Owner Entity Type:	Limited Liability Company
Name of Signer:	Paul J. McKee, Jr.
Basis of Legal Authority to Sign:	Chief Manager of Manager of Owner
Signer's Telephone Number:	(636) 561-9300
Signer's Mailing Address:	1001 Boardwalk Springs Place, Suite 10 O'Fallon, Missouri 63368

MAP AND PARCEL ID NUMBER: Map No. 6; Parcel ID No.: 0587-00-01831

ASSESSED VALUE: \$218,400.00

By executing this Petition, the undersigned represents and warrants that he has received a copy of this Petition and its Exhibits, has read this Petition and its Exhibits, is authorized to execute this Petition on behalf of the property owner named immediately above and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his signature may not be withdrawn later than seven (7) days after this Petition is filed with the Clerk of the City.

NORTHSIDE REGENERATION, LLC,
a Missouri limited liability company

By McEagle Regeneration, LLC,
its Manager

By: 
Paul J. McKee, Jr., Chief Manager
of McEagle Regeneration, LLC

Date: August 26, 2016

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

On this 26th day of August 2016, before me appeared Paul J. McKee, Jr., to me personally known, who, being by me duly sworn, did say that he is the Chief Manager of McEagle Regeneration, LLC, which is the Manager of NORTHSIDE REGENERATION, LLC, a Missouri limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company, by authority of its members, and he acknowledged said instrument to be the free act and deed of said limited liability company.

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 Commission Expires: 5 27-17



KAREN KOKESH
My Commission Expires
May 27, 2017
St. Louis County
Commission #13509014

EXHIBIT A

DISTRICT LEGAL DESCRIPTION

Lots 1, 2 and 3 of Tucker Market subdivision, a subdivision in the City of St. Louis, Missouri, per plat recorded in Book 10022015 Page 0035 of the Office of the Recorder of Deeds of the City of St. Louis, Missouri.

And the following described property:

PARCEL 1:

A tract of land in Part of City Block 576 formerly parts of City Block 576, 588 and 589-S of the City of St. Louis together with vacated streets and alleys therein and described as follows: Beginning at the point of intersection of the South line of Cass Avenue, 80 feet wide, with the East line of Eleventh Street, 50 feet wide, vacated by Ordinance No. 58273, said point having coordinates 102635.472 North and 212090.884 East; thence Southwardly along said East line of Eleventh Street South 14 degrees 52 minutes 37 seconds West 658.480 feet to a point, said point being Northwardly along said East line of Eleventh Street a distance of 200.00 feet from point of intersection with the North line of O'Fallon Street, 60 feet wide, said point having coordinates 101999.065 North and 211921.783 East; thence Westwardly 200.00 feet North and parallel with said North line of O'Fallon Street, North 75 degrees 05 minutes 02 seconds West 392.933 feet to the point of intersection with the Southward prolongation of the West line of Hadley Street, 60 feet wide, vacated by Ordinance 57064, said point having coordinates 102100.207 North and 211542.090 East; thence Northwardly along said prolongation and said West line of Hadley Street, North 15 degrees 05 minutes 38 seconds East 501.808 feet to a point, said point having coordinates 102584.703 North and 211672.761 East; thence Northeastwardly North 26 degrees 57 minutes 31 seconds East 160.503 feet to the point of intersection with the South line of said Cass Avenue, said point having coordinates 102727.765 North and 211745.525 East; thence Eastwardly along said South line of Cass Avenue, South 75 degrees 02 minutes 02 seconds East 307.440 feet to the point of intersection with the West line of said Eleventh Street, said point having coordinates 102648.369 North and 212042.536 East; thence continuing Eastwardly along said South line of said Cass Avenue, South 75 degrees 03 minutes 08 seconds East 50.00 feet to the point of beginning; EXCEPTING THEREFROM that part conveyed to Red Bird Service Company by deed recorded February 14, 1986 as Daily No. 206 In Book 516M page 878.

PARCEL 2:

A tract of land in the City of St. Louis, Missouri being part of City Block 576 and formerly part of Twelfth Street vacated by Ordinance 57064 and described as follows: Beginning at a point in the North line of O'Fallon Street, said point being distant North 75

degrees 05 minutes 02 seconds West 755.968 feet measured along the Northern line of O'Fallon Street from its intersection with the Western line of Tenth Street and having Mill Creek Valley coordinates 101931.0262 North and 211400.2113 East; thence North 15 degrees 05 minutes 38 seconds East 84.250 feet; thence North 41 degrees 36 minutes 33 seconds East 208.157 feet; thence South 15 degrees 05 minutes 38 seconds West 70.223 feet; thence South 75 degrees 05 minutes 02 seconds East 7.009 feet; thence South 41 degrees 36 minutes 33 seconds West 223.858 feet to the point of beginning.

PARCEL 3:

A tract of land being part of Block 576, 577 and Block 589-S of the City of St. Louis, Missouri together with portions of Eleventh Street, Hadley Street, Twelfth Street and North and South alley 18 feet wide in Block 576 vacated by Ordinance 57064 and 58273 and described as follows: Beginning at a point in the East line of said Eleventh Street, 50 feet wide, at its intersection with the North line of O'Fallon Street, 60 feet wide, said point having a coordinate value of 101805.769 North and 211870.434 East; thence along the North line of said O'Fallon Street North 75 degrees 05 minutes 02 seconds West 486.620 feet to its intersection with the West line of said Twelfth Street, said point having a coordinate value of 101931.027 North and 211400.211 East; thence along the West line of said Twelfth Street North 15 degrees 05 minutes 38 seconds East 84.250 feet to an angle point therein, said point having a coordinate value of 102012.370 North and 211422.150 East; thence continuing along said street line North 41 degrees 36 minutes 33 seconds East 208.157 feet to its intersection with the West line of said Hadley Street, 60 feet wide, said point having a coordinate value of 102168.007 North and 211560.376 East; thence along the West line of said Hadley Street South 15 degrees 05 minutes 38 seconds West 70.223 feet to a point, said point having a coordinate value of 102100.207 North and 211542.090 East; thence leaving said point and running South 75 degrees 05 minutes 02 seconds East 392.933 feet to a point in the East line of said Eleventh Street, said point having a coordinate value of 101999.065 North and 211921.783 East; thence along said street line South 14 degrees 52 minutes 37 seconds West 200.00 feet to the point of beginning; EXCEPTING THEREFROM that part previously conveyed to National Supermarkets, Inc. by deed recorded February 14, 1986 as Daily No. 205 in Book 516M page 876.

PARCEL 4:

A tract of land In the City of St. Louis, Missouri being part of City Block 576 and described as follows: Beginning at a point in the East line of vacated Eleventh Street distant South 14 degrees 52 minutes 37 seconds West 658.48 feet from the intersection of said vacated Eleventh Street with the South line of Cass Avenue; thence North 75 degrees 05 minutes 02 seconds West 385.924 feet thence North 41 degrees 36 minutes 33 seconds East 55.964 feet; thence South 75 degrees 05 minutes 02 seconds East 360.750 feet to the

East line of said vacated Eleventh Street; thence South 14 degrees 52 minutes 17 seconds West 50.00 feet to the point of beginning.

PARCEL 5:

A tract of land in Block 587 of the City of St. Louis described as follows: Beginning at the point of intersection of the South line of Cass Avenue, 80 feet wide, with the West line of Tenth Street, 60 feet wide, said point having coordinates 102565.562 North and 212353.037 East; thence Southwardly along said West line to Tenth Street, South 15 degrees 00 minutes 39 seconds West 520.141 feet to a point and said point being the Northeast corner of property now or formerly conveyed to Four States Realty Company, Inc., said point having coordinates 102063.170 North and 212218.320 East; thence Westwardly along the North line of said property so conveyed North 75 degrees 04 minutes 46 seconds West 270.138 feet to the Northwest corner of said property and said point being on the East line of Eleventh Street, 50 feet wide, vacated by Ordinance 58273, said point having coordinates 102132.725 North and 211957.290 East; thence Northwardly along said East line of vacated Eleventh Street North 14 degrees 52 minutes 37 seconds East 520.184 feet to the point of intersection thereof with the aforementioned South line of Cass Avenue, said point having coordinates 102635.472 North and 212090.844 East; thence Eastwardly along said South Line of Cass Avenue South 75 degrees 04 minutes 13 seconds East 271.353 feet to the point of beginning.

LESS AND EXCEPTING:

Any portions of Parcels 1, 2, 3, 4 or 5 which are included in Lots 1 or 2 of Tucker Market subdivision, a subdivision in the City of St. Louis, Missouri, per plat recorded in Book 10022015 Page 0035 of the Office of the Recorder of Deeds of the City of St. Louis, Missouri.

Also, all right-of-way to the centerline of the portions of N. 13th Street, Cass Avenue, N. 10th Street, and O'Fallon Street, that front and are adjacent to the above-described property in this Exhibit A.

EXHIBIT B

DISTRICT BOUNDARY MAP

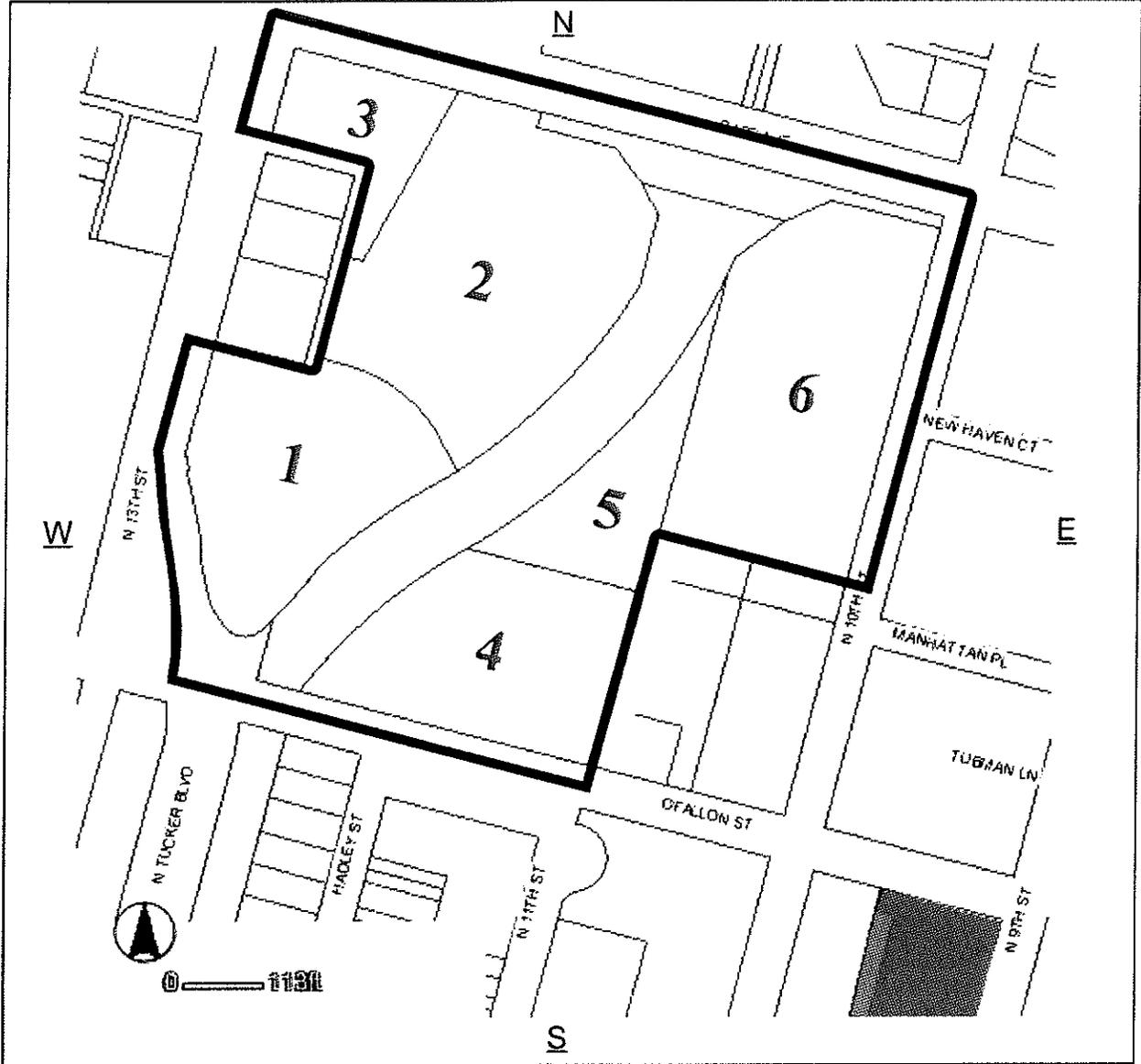


EXHIBIT C

PARCEL IDENTIFICATION NUMBERS*

<u>Map #</u>	<u>Address</u>	<u>Parcel ID</u>	<u>Assessed Value</u>
1	1400 N. 13th St.	0576-00-00590	\$62,000.00
2	1196R Cass Ave.	0576-00-00610	\$96,300.00
3	1450 N. 13th St.	0576-00-00620	\$62,400.00
4	1101 O'Fallon St.	0576-00-00570	\$77,400.00
5	1401 N. 11th St.	0576-00-00560	\$37,700.00
6	1443 N. 10th St.	0587-00-01831	<u>\$218,400.00</u>
			<u>\$554,200.00</u>

* In the City of St. Louis Assessor's records, the Missouri Department of Transportation is shown as the owner of certain public right-of-way relating to N. Tucker Boulevard, which public right-of-way is within the boundaries of the District. The Assessor identifies this public right-of-way as follows:

<u>Address</u>	<u>Parcel ID</u>	<u>Assessed Value</u>
1100 Cass Ave.	0576-00-00420	\$14,600.00
1196 Cass Ave.	0576-00-00330	\$100.00
1198 Cass Ave.	0576-00-00370	\$100.00
1200 Cass Ave.	0576-00-00220	\$100.00
1125 O'Fallon St.	0576-00-00550	<u>\$83,500.00</u>
		\$98,400.00

APPENDIX B

DISTRICT LEGAL DESCRIPTION

Lots 1, 2 and 3 of Tucker Market subdivision, a subdivision in the City of St. Louis, Missouri, per plat recorded in Book 10022015 Page 0035 of the Office of the Recorder of Deeds of the City of St. Louis, Missouri.

And the following described property:

PARCEL 1:

A tract of land in Part of City Block 576 formerly parts of City Block 576, 588 and 589-S of the City of St. Louis together with vacated streets and alleys therein and described as follows: Beginning at the point of intersection of the South line of Cass Avenue, 80 feet wide, with the East line of Eleventh Street, 50 feet wide, vacated by Ordinance No. 58273, said point having coordinates 102635.472 North and 212090.884 East; thence Southwardly along said East line of Eleventh Street South 14 degrees 52 minutes 37 seconds West 658.480 feet to a point, said point being Northwardly along said East line of Eleventh Street a distance of 200.00 feet from point of intersection with the North line of O'Fallon Street, 60 feet wide, said point having coordinates 101999.065 North and 211921.783 East; thence Westwardly 200.00 feet North and parallel with said North line of O'Fallon Street, North 75 degrees 05 minutes 02 seconds West 392.933 feet to the point of intersection with the Southward prolongation of the West line of Hadley Street, 60 feet wide, vacated by Ordinance 57064, said point having coordinates 102100.207 North and 211542.090 East; thence Northwardly along said prolongation and said West line of Hadley Street, North 15 degrees 05 minutes 38 seconds East 501.808 feet to a point, said point having coordinates 102584.703 North and 211672.761 East; thence Northeastwardly North 26 degrees 57 minutes 31 seconds East 160.503 feet to the point of intersection with the South line of said Cass Avenue, said point having coordinates 102727.765 North and 211745.525 East; thence Eastwardly along said South line of Cass Avenue, South 75 degrees 02 minutes 02 seconds East 307.440 feet to the point of intersection with the West line of said Eleventh Street, said point having coordinates 102648.369 North and 212042.536 East; thence continuing Eastwardly along said South line of said Cass Avenue, South 75 degrees 03 minutes 08 seconds East 50.00 feet to the point of beginning; EXCEPTING THEREFROM that part conveyed to Red Bird Service Company by deed recorded February 14, 1986 as Daily No. 206 In Book 516M page 878.

PARCEL 2:

A tract of land in the City of St. Louis, Missouri being part of City Block 576 and formerly part of Twelfth Street vacated by Ordinance 57064 and described as follows: Beginning at a point in the North line of O'Fallon Street, said point being distant North 75 degrees 05 minutes 02 seconds West 755.968 feet measured along the Northern line of

O'Fallon Street from its intersection with the Western line of Tenth Street and having Mill Creek Valley coordinates 101931.0262 North and 211400.2113 East; thence North 15 degrees 05 minutes 38 seconds East 84.250 feet; thence North 41 degrees 36 minutes 33 seconds East 208.157 feet; thence South 15 degrees 05 minutes 38 seconds West 70.223 feet; thence South 75 degrees 05 minutes 02 seconds East 7.009 feet; thence South 41 degrees 36 minutes 33 seconds West 223.858 feet to the point of beginning.

PARCEL 3:

A tract of land being part of Block 576, 577 and Block 589-S of the City of St. Louis, Missouri together with portions of Eleventh Street, Hadley Street, Twelfth Street and North and South alley 18 feet wide in Block 576 vacated by Ordinance 57064 and 58273 and described as follows: Beginning at a point in the East line of said Eleventh Street, 50 feet wide, at its intersection with the North line of O'Fallon Street, 60 feet wide, said point having a coordinate value of 101805.769 North and 211870.434 East; thence along the North line of said O'Fallon Street North 75 degrees 05 minutes 02 seconds West 486.620 feet to its intersection with the West line of said Twelfth Street, said point having a coordinate value of 101931.027 North and 211400.211 East; thence along the West line of said Twelfth Street North 15 degrees 05 minutes 38 seconds East 84.250 feet to an angle point therein, said point having a coordinate value of 102012.370 North and 211422.150 East; thence continuing along said street line North 41 degrees 36 minutes 33 seconds East 208.157 feet to its intersection with the West line of said Hadley Street, 60 feet wide, said point having a coordinate value of 102168.007 North and 211560.376 East; thence along the West line of said Hadley Street South 15 degrees 05 minutes 38 seconds West 70.223 feet to a point, said point having a coordinate value of 102100.207 North and 211542.090 East; thence leaving said point and running South 75 degrees 05 minutes 02 seconds East 392.933 feet to a point in the East line of said Eleventh Street, said point having a coordinate value of 101999.065 North and 211921.783 East; thence along said street line South 14 degrees 52 minutes 37 seconds West 200.00 feet to the point of beginning; EXCEPTING THEREFROM that part previously conveyed to National Supermarkets, Inc. by deed recorded February 14, 1986 as Daily No. 205 in Book 516M page 876.

PARCEL 4:

A tract of land In the City of St. Louis, Missouri being part of City Block 576 and described as follows: Beginning at a point in the East line of vacated Eleventh Street distant South 14 degrees 52 minutes 37 seconds West 658.48 feet from the intersection of said vacated Eleventh Street with the South line of Cass Avenue; thence North 75 degrees 05 minutes 02 seconds West 385.924 feet thence North 41 degrees 36 minutes 33 seconds East 55.964 feet; thence South 75 degrees 05 minutes 02 seconds East 360.750 feet to the East line of said vacated Eleventh Street; thence South 14 degrees 52 minutes 17 seconds West 50.00 feet to the point of beginning.

PARCEL 5:

A tract of land in Block 587 of the City of St. Louis described as follows: Beginning at the point of intersection of the South line of Cass Avenue, 80 feet wide, with the West line of Tenth Street, 60 feet wide, said point having coordinates 102565.562 North and 212353.037 East; thence Southwardly along said West line to Tenth Street, South 15 degrees 00 minutes 39 seconds West 520.141 feet to a point and said point being the Northeast corner of property now or formerly conveyed to Four States Realty Company, Inc., said point having coordinates 102063.170 North and 212218.320 East; thence Westwardly along the North line of said property so conveyed North 75 degrees 04 minutes 46 seconds West 270.138 feet to the Northwest corner of said property and said point being on the East line of Eleventh Street, 50 feet wide, vacated by Ordinance 58273, said point having coordinates 102132.725 North and 211957.290 East; thence Northwardly along said East line of vacated Eleventh Street North 14 degrees 52 minutes 37 seconds East 520.184 feet to the point of intersection thereof with the aforementioned South line of Cass Avenue, said point having coordinates 102635.472 North and 212090.844 East; thence Eastwardly along said South Line of Cass Avenue South 75 degrees 04 minutes 13 seconds East 271.353 feet to the point of beginning.

LESS AND EXCEPTING:

Any portions of Parcels 1, 2, 3, 4 or 5 which are included in Lots 1 or 2 of Tucker Market subdivision, a subdivision in the City of St. Louis, Missouri, per plat recorded in Book 10022015 Page 0035 of the Office of the Recorder of Deeds of the City of St. Louis, Missouri.

Also, all right-of-way to the centerline of the portions of N. 13th Street, Cass Avenue, N. 10th Street, and O'Fallon Street, that front and are adjacent to the above-described property in this Appendix B.

APPENDIX C

DISTRICT PROJECT AGREEMENT

THIS DISTRICT PROJECT AGREEMENT (this “Agreement”) is made and entered into as of _____ 2016, by and between **THE CITY OF ST. LOUIS, MISSOURI**, an incorporated political subdivision of the State of Missouri (the “City”), and the **TUCKER & CASS COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (the “District” and, together with the City, the “Parties”).

RECITALS:

1. Pursuant to Ordinance No. _____ passed by the Board of Aldermen of the City on _____, 2016 (the “CID Ordinance”), and the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “CID Act”), the City approved a Petition to Establish the Tucker & Cass Community Improvement District (the “Petition”).

2. Pursuant to the CID Ordinance, the Petition and the CID Act, the District was created for the purpose of assisting in funding certain improvements located within the boundaries of the District (the “District Project”), as described in the Petition.

3. The District Project is part of the “Greenleaf Project” described in the Parcel Development Agreement among the City, Northside Regeneration, LLC and St. Louis Grocery Real Estate, LLC approved by Ordinance No. 70351 (the “Parcel Development Agreement”).

4. The Parcel Development Agreement contemplates that the District will appropriate all sales tax revenues generated by the District (less the reasonable costs of administering the District) to the repayment of tax increment financing obligations issued to finance the Greenleaf Project.

5. The City and the District desire to enter into this Agreement, as contemplated by the Parcel Development Agreement, to set forth their respective rights and responsibilities regarding the financing of the District Project.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

Section 1. Authority of the City. The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

Section 2. Authority of the District. The District has the full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the Agreement has been duly and validly authorized and approved by all necessary District proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the District, enforceable in accordance with its terms.

Section 3. District Sales Tax. Promptly following the approval of this Agreement by the District’s Board of Directors, the District shall adopt a resolution to impose a community improvement district sales and use tax (the “District Sales Tax”). Subject to voter approval, the District Sales Tax to be

levied by the Board of Directors shall equal one percent (1.00%). The initial proposition approving the District Sales Tax shall provide that the District Sales Tax will expire on December 31, 2032 (i.e., the end of the calendar year in which tax increment financing within the District expires). Subsequent to the approval of the initial proposition, the District may submit one or more propositions to the qualified voters extending the duration of the District Sales Tax so long as (a) the extension is permitted under the Petition, (b) the District and the City have amended this Agreement or entered into an additional district project agreement providing for the use of any District Sales Tax revenues generated after the repayment of the Greenleaf TIF Notes (as defined in the Parcel Development Agreement) to finance public improvements or services within the District, and (c) the District Sales Tax does not extend beyond December 31, 2046.

Section 4. Continuing Existence of the District. The District will not take any action to dissolve the District or reduce the rate of the District Sales Tax until the funding and construction of the District Project are completed, including the retirement of the Greenleaf TIF Notes (as defined in the Parcel Development Agreement) and any bonds, notes or other obligations issued to refund or refinance the Greenleaf TIF Notes. Within 12 months following the expiration of the District Sales Tax (whether the initial term of the District Sales Tax or an extension permitted by Section 3), the District shall dissolve itself.

Section 5. District Administration. To ensure proper administration of the District, the District shall engage Development Dynamics, LLC, or another entity experienced in the administration of special taxing districts and reasonably acceptable to the City Comptroller, to administer the affairs of the District.

Section 6. Construction of the District Project. The Parties agree that the District Project will be constructed pursuant to the Parcel Development Agreement as part of the Greenleaf Project.

Section 7. Financing of the District Project.

(a) The Parties acknowledge that the costs of the District Project will be financed as part of the financing of the Greenleaf Project, including through the City's issuance of the Greenleaf TIF Notes pursuant to the terms of the Parcel Development Agreement and a separate ordinance providing for the issuance of the Greenleaf TIF Notes (the "Note Ordinance").

(b) As required by the Parcel Development Agreement and the Note Ordinance, the District will pay all District Sales Tax revenues received, less the below-defined Annual District Administrative Costs, to the City Comptroller by the 15th calendar day of each month. The City Comptroller will apply all District Sales Tax revenues received to the repayment of the Greenleaf TIF Notes (or any bonds, notes or other obligations issued to refund or refinance the Greenleaf TIF Notes) in the manner described in the Note Ordinance or other applicable document.

(c) For the purposes of this Section, "Annual District Administrative Costs" means up to \$10,000 per fiscal year of the District Sales Tax Revenues that may be withheld from the transfer to the City Comptroller described above and which may be used by the District to pay administrative and operational costs, as permitted by the CID Act.

(d) The District hereby agrees that the District Sales Tax shall be subject to tax increment financing and that, as permitted by Section 99.845, RSMo., 50% of the incremental District Sales Tax revenues shall be deemed an economic activity tax that is required to be deposited into the NorthSide Regeneration Special Allocation Fund created by Ordinance No. 68484 for so long as tax increment financing remains in effect in the District.

(e) Following the repayment in full of the Greenleaf TIF Notes and any bonds, notes or other obligations that refunded or refinanced the Greenleaf TIF Notes, the District may use District Sales Tax revenues to pay any other costs associated with the District Project or the administration and operation of the District that are permitted by the CID Act.

Section 8. Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

Section 9. Waiver. The City's failure at any time hereafter to require strict performance by the District of any provision of this Agreement shall not waive, affect or diminish any right of the City thereafter to demand strict compliance and performance therewith.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names and attested as to the date first above written.

“CITY”

THE CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

Approved as to Form:

City Counselor

(SEAL)

Attest:

Parrie May, City Register

**TUCKER & CASS COMMUNITY
IMPROVEMENT DISTRICT**

(SEAL)

Attest:

By: _____
Name: _____
Title: Chairman

By: _____
Name: _____
Title: Secretary