

ORDINANCE #68485
Board Bill No. 218
Committee Substitute

An Ordinance affirming adoption of a redevelopment plan, redevelopment area, and redevelopment project; authorizing the execution of a redevelopment agreement between the City of St. Louis and Northside Regeneration, LLC; prescribing the form and details of said agreement; designating Northside Regeneration, LLC as developer of the redevelopment area; making certain findings with respect thereto; authorizing other related actions in connection with the redevelopment of certain property within the redevelopment area; and containing a severability clause.

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

WHEREAS, on December 20, 1991, pursuant to Ordinance No. 62477, the Board of Aldermen of the City created the Tax Increment Financing Commission of the City of St. Louis, Missouri (the "TIF Commission"); and

WHEREAS, on September 23, 2009, after all proper notice was given, the TIF Commission held a public hearing in conformance with the TIF Act and solicited comments from all interested persons and taxing districts relative to the Redevelopment Area, the Redevelopment Plan, and Redevelopment Project Area A (as legally described in the Redevelopment Plan) and Redevelopment Project Area B (as legally described in the Redevelopment Plan); and

WHEREAS, pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri (2000), as amended (the "Act" or "TIF Act"), and after due consideration of the TIF Commission's recommendations, the Board of Aldermen of the City of St. Louis, Missouri adopted Ordinance No. _____ [Board Bill No. ____] on _____, 2009, which Ordinance: (i) adopted and approved a redevelopment plan entitled the "NorthSide Regeneration Tax Increment Financing (TIF) Redevelopment Plan" dated September 8, 2009 and amended September 16, 2009 (the "Redevelopment Plan"), (ii) designated the NorthSide Regeneration Redevelopment Area (as described in the Redevelopment Plan) as a "redevelopment area" as that term is defined in the TIF Act (the "Redevelopment Area"), (iii) adopted and approved the Redevelopment Project Area A and Redevelopment Project Area B as described in the Redevelopment Plan, (iv) adopted tax increment allocation financing within the Redevelopment Project Area A (as legally described in the Redevelopment Plan) and Redevelopment Project Area B (as legally described in the Redevelopment Plan), (v) established the City of St. Louis, Missouri "NorthSide Regeneration Special Allocation Fund," and (vi) made certain findings with respect thereto, all as set forth in such Ordinance and in accordance with the requirements of the Act; and

WHEREAS, the Redevelopment Plan proposes to redevelop the Redevelopment Area by the acquisition of the property within the Redevelopment Area, the preparation of the site and the development of new commercial, residential, institutional and industrial uses, as set forth in the Redevelopment Plan (such redevelopment within Redevelopment Project Area A and Redevelopment Project Area B collectively referred to as the "Redevelopment Projects"); and

WHEREAS, pursuant to Ordinance No. _____ [Board Bill No. _____], the Board of Aldermen has determined that completion of the Redevelopment Projects is of economic significance to the City, will serve to benefit the general welfare, qualifies for the use of tax increment allocation financing to alleviate the conditions that qualify it as a "blighted area" as provided in the TIF Act, and further, that redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan is not financially feasible without the adoption of tax increment allocation financing and would not otherwise be completed; and

WHEREAS, the Redevelopment Area qualifies for the use of tax increment allocation financing to alleviate the conditions that qualify it as a "blighted area" as provided in the TIF Act and as set forth herein; and

WHEREAS, it is necessary and desirable and in the best interest of the City to enter into an agreement with Northside Regeneration, LLC, a Missouri limited liability company (the "Developer"), in order that Developer may complete the Redevelopment Projects which will provide for the promotion of the general welfare through redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan which redevelopment includes, but is not limited to, assistance in the physical, economic, and social development of the City, providing for a plan for the optimal growth of the City, encouragement of a sense of community identity, safety and civic pride and the elimination of impediments to development in the City; and

WHEREAS, pursuant to the provisions of the TIF Act, the City is authorized to enter into a redevelopment agreement

with Northside Regeneration, LLC, a Missouri limited liability company, as Developer, setting forth the respective rights and obligations of the City and Developer with regard to the redevelopment of the Redevelopment Area (the "Redevelopment Agreement"); and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Redevelopment Agreement, attached as **Exhibit A** hereto and incorporated herein by reference, are acceptable and that the execution, delivery and performance by the City and the Developer of their respective obligations under the Redevelopment Agreement are in the best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the TIF Act and the Redevelopment Plan.

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

SECTION ONE. The Board of Aldermen hereby ratifies and confirms its approval of the Redevelopment Plan, Redevelopment Area, and Redevelopment Projects. The Board of Aldermen further finds and determines that it is necessary and desirable to enter into the Redevelopment Agreement with Northside Regeneration, LLC, as Developer of the Redevelopment Area, in order to implement the Redevelopment Plan and to enable the Developer to carry out its proposal for the Redevelopment Plan; provided, however, certain portions of the Redevelopment Area will be redeveloped by Co-Developers and Other Developers (as those terms are defined in the Redevelopment Agreement) as provided in the Redevelopment Agreement and the Individual RPA Redevelopment Agreements (as that term is defined in the Redevelopment Agreement).

SECTION TWO. The Board of Aldermen finds and determines that the assistance of tax increment financing is necessary and desirable in order to implement the Redevelopment Projects and to enable Northside Regeneration, LLC, as Developer of the Redevelopment Area, to carry out its proposal for completion of the Redevelopment Projects.

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

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

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

SECTION SIX. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION SEVEN. After adoption of this Ordinance by the Board of Aldermen, this Ordinance shall become effective on the 30th day after its approval by the Mayor or adoption over his veto; provided that if, within ninety (90) days after the effective date of this Ordinance, the Developer has not (i) executed a redevelopment agreement pertaining to the Redevelopment Project and (ii) paid all fees due to the City in accordance with the terms of the Redevelopment Agreement, the provisions of this Ordinance shall

be deemed null and void and of no effect and all rights conferred by this Ordinance on Developer, shall terminate, provided further, however, that prior to any such termination the Developer may seek an extension of time in which to execute the Redevelopment Agreement, which extension may be granted in the sole discretion of the Board of Estimate and Apportionment of the City of St. Louis.

**EXHIBIT A
REDEVELOPMENT AGREEMENT**

**REDEVELOPMENT AGREEMENT
Between the
CITY OF ST. LOUIS, MISSOURI
And
NORTHSIDE REGENERATION, LLC
Dated as of**

December __, 2009

NORTHSIDE REGENERATION REDEVELOPMENT AREA

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REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2009, by and between the CITY OF ST. LOUIS, MISSOURI, a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri, and NORTHSIDE REGENERATION, LLC, a limited liability company duly organized and existing under the laws of the State of Missouri.

(All capitalized terms used but not otherwise defined herein shall have the same meanings ascribed to them in Article I of this Agreement.)

RECITALS:

A. Pursuant to Ordinance No. 62477, adopted and approved on December 20, 1991, the Board of Aldermen duly formed the Tax Increment Financing Commission of the City of St. Louis in accordance with the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri, as amended, and empowered the TIF Commission to transact business and to exercise its powers as authorized by the TIF Act.

B. The City published a notice on September 4, 2009 and September 14, 2009 in The St. Louis Daily Record, a newspaper of general circulation within the City, soliciting proposals for the redevelopment of the Redevelopment Area, and made such requests for proposals available for potential developers of the Redevelopment Area.

C. Developer submitted its development proposal to the TIF Commission for redevelopment of the Redevelopment Area.

D. On September 23, 2009, following a public hearing held on September 23, 2009, in accordance with the TIF Act, the TIF Commission adopted a resolution approving the NorthSide Regeneration Tax Increment Financing (TIF) Redevelopment Plan, dated September 8, 2009 and amended September 16, 2009 (the "Redevelopment Plan"), the Redevelopment Projects in RPA A and the Redevelopment Projects in RPA B as described in the Redevelopment Plan and the designation of the Redevelopment Area, and recommending that the Board of Aldermen: (1) adopt tax increment financing with respect to Redevelopment Project Area A and Redevelopment Project Area B by passage of an ordinance complying with the terms of Section 99.845 of the TIF Act; and (2) adopt an ordinance in the form required by the TIF Act (a) approving the Redevelopment Plan, (b) approving and designating the Redevelopment Area as a "redevelopment area" as provided in the TIF Act, (c) approving the Redevelopment Projects in RPA A and the Redevelopment Projects in RPA B, and (d) approving the issuance of one or more TIF Notes in the amount up to that specified in the Redevelopment Plan.

E. On _____, 2009, after due consideration of the TIF Commission's recommendations, the Board of Aldermen adopted Ordinance No. ____ designating the Redevelopment Area as a "redevelopment area" as provided in the TIF Act, approving the Redevelopment Plan, approving the Redevelopment Projects in RPA A and the Redevelopment Projects in RPA B as described in the Redevelopment Plan, adopting tax increment allocation financing within Redevelopment Project Area A and Redevelopment Project B and establishing the Special Allocation Fund.

F. On _____, 2009, the Board of Aldermen adopted Ordinance No. ____, affirming designation of the Redevelopment Area, approval of the Redevelopment Plan and Redevelopment Projects in RPA A and Redevelopment Projects in RPA B, designating the Developer as developer of the Redevelopment Area and authorizing the City to enter into this Agreement.

G. The Board of Aldermen hereby determines that the acceptance of the Redevelopment Proposal and the fulfillment generally of this Agreement are in the best interests of the City, and the health, safety and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

H. Pursuant to provisions of the TIF Act and Ordinance No. ____, the City is authorized to enter into this Agreement.

AGREEMENT:

Now, therefore, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I.
DEFINITIONS**

1.1 Definitions. As used in this Agreement, the following words and terms shall have the following meanings:

“Acquisition Costs” means all costs of acquiring those portions of the Redevelopment Area necessary for the Redevelopment Projects, including, but not limited to: cost of land and improvements or long-term leasehold interest therein; brokerage commissions; costs of title commitments, reports or policies; surveys; engineering fees, soil and hazardous waste and other site and property related reports; appraisals; and professional fees of any kind or nature, including attorneys’ fees, filing fees, recording fees, experts’ fees, and all litigation costs, including commissioners’ awards, judgments, and all associated court costs, fees and expenses.

“Act” or “TIF Act” means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri, as amended.

“Additional Funding” means “stimulus” funding or other grants or funding, excluding any tax increment financing authorized under an Individual RPA Redevelopment Agreement, made available to or within the City for use in the Redevelopment Area.

“Agreement” means this Redevelopment Agreement, as the same may be from time to time modified, amended or supplemented in writing by the parties hereto.

“Approving Ordinance” means Ordinance No. _____, designating the Redevelopment Area, approving the Redevelopment Plan, approving the Redevelopment Projects in RPA A and the Redevelopment Projects in RPA B, adopting tax increment financing within Redevelopment Project Area A and Redevelopment Project Area B and establishing the Special Allocation Fund.

“Available Revenues” means all monies on deposit from time to time (including investment earnings thereon) in (a) the PILOTS Account (as defined in Section 6.1) and any sub-accounts thereof for each Redevelopment Project, and (b) subject to annual appropriation, the EATS Account (as defined in Section 6.1), and any sub-accounts thereof for each Redevelopment Project, that have been appropriated to the repayment of the TIF Notes, excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

“Board of Aldermen” means the Board of Aldermen of the City.

“Bond Counsel” means an attorney at law or a firm of attorneys acceptable to the Comptroller of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“Certificate of Commencement of Construction” means a document substantially in the form of **Exhibit C**, attached hereto and incorporated by reference herein, delivered by Developer to the City in accordance with this Agreement and the Individual RPA Redevelopment Agreements and evidencing commencement of the Work, or discrete portions thereof, in accordance with the schedule set forth in **Section 3.4** of this Agreement.

“Certificate of Reimbursable Redevelopment Project Costs” means a document substantially in the form of **Exhibit D**, attached hereto and incorporated herein by reference, provided by the Developer to the City in accordance with this Agreement and the Individual RPA Redevelopment Agreements and evidencing Reimbursable Redevelopment Project Costs incurred by the Developer.

“Certificate of Substantial Completion” means a document substantially in the form of **Exhibit E**, attached hereto and incorporated herein by reference, issued by the Developer to the City in accordance with this Agreement and the Individual RPA Redevelopment Agreements and evidencing the Developer’s satisfaction of all obligations and covenants to construct the relevant Redevelopment Project Area in accordance with the Redevelopment Plan, this Agreement and the relevant Individual RPA Redevelopment Agreement.

“City” means the City of St. Louis, Missouri, a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri.

“City Agency” or “City Agencies” means one or more of the following: the Land Reutilization Authority of the City of St. Louis, the Land Clearance for Redevelopment Authority of the City of St. Louis, the Planned Industrial Expansion Authority of the City of St. Louis, and/or the Industrial Development Authority of the City of St. Louis.

“Co-Developer” means the person or persons to whom the Developer assigns its rights to redevelop at least twenty-five percent (25%) of the Redevelopment Area.

“Comptroller” means the Comptroller of the City.

“Construction Plans” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with this Agreement and the Individual RPA Redevelopment Agreements and pursuant to the standard process of the City for the issuance of building permits.

“DALA Tax Credits” means any tax credits issued to the Developer pursuant to the Distressed Areas Land Assemblage Tax Credit Act, Section 99.1205 of the Revised Statutes of Missouri, as amended.

“Developer” means Northside Regeneration, LLC, a limited liability company duly organized and existing under the laws of the State of Missouri, or its permitted successors or assigns in interest.

“Developer Infrastructure” shall have the meaning ascribed to that term in **Section 4.3** of this Agreement.

“Economic Activity Taxes” or “EATs” shall have the meaning ascribed to such term in Section 99.805(4) of the TIF Act.

“Event of Default” or “Events of Default” shall have the meaning ascribed to those terms in **Section 7.27** of this Agreement.

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, or other subdivision, zoning, or similar approvals required for the implementation of the Redevelopment Projects related to the Redevelopment Area and consistent with the Redevelopment Plan, this Agreement and the Individual RPA Redevelopment Agreements.

“Individual RPA Redevelopment Agreement” and “Individual RPA Redevelopment Agreements” means one or more of Redevelopment Agreement-RPA A, Redevelopment Agreement-RPA B, Redevelopment Agreement-RPA C and Redevelopment Agreement-RPA D, as the same may be from time to time modified, amended or supplemented in writing by the parties thereto.

“Individual RPA Note Ordinances” means one or more ordinances adopted by the Board of Aldermen and signed by the Mayor authorizing the issuance of TIF Obligations for the individual Redevelopment Project, any trust indenture(s) relating thereto, and all related proceedings.

“Issuance Costs” means all costs reasonably incurred by the City and/or the Developer in furtherance of the issuance of TIF Obligations, including without limitation the fees and expenses of financial advisors and consultants, the City’s attorneys (including issuer’s counsel, disclosure counsel and Bond Counsel), the City’s administrative fees and expenses (including, without limitation, fees and costs of its planning consultants and SLDC), underwriters’ discounts and fees, the costs of printing any TIF Obligations and any official statements relating thereto, the costs of credit enhancement, if any, capitalized interest, debt service reserves and the fees of any rating agency rating any TIF Obligations.

“Issuing Authority” means a public body, corporate and politic, or a political subdivision that would issue the TIF Bonds.

“MBE/WBE Compliance Officer” means the City’s Assistant Airport Director, Department of MBE/WBE Certification and Compliance.

“MBE/WBE Subcontractor’s List” means the form of City of St. Louis MBE/WBE Subcontractor’s List attached hereto as **Exhibit G** and incorporated herein by this reference.

“MBE/WBE Utilization Statement” means the form of City of St. Louis MBE/WBE Utilization Statement attached hereto as **Exhibit H** and incorporated herein by this reference.

“Note Ordinance” means collectively the Individual RPA Note Ordinances.

“Other Developer” shall have the meaning ascribed to that term in **Section 3.11** of this Agreement.

“Payments in Lieu of Taxes” or “PILOTs” shall have the meaning ascribed to such term in Section 99.805(10) of the TIF Act.

“Property” means the real property (including without limitation all options held by third parties, fee interests, leasehold interests, tenant-in-common interests and such other like or similar interests) and existing improvements in the Redevelopment Area as set forth in the Redevelopment Plan.

“Redevelopment Agreement-RPA A” means the Redevelopment Agreement for the implementation of the Redevelopment Plan with respect to Redevelopment Project Area A, as the same may be from time to time modified, amended or supplemented in writing by the parties thereto.

“Redevelopment Agreement-RPA B” means the Redevelopment Agreement for the implementation of the Redevelopment Plan with respect to Redevelopment Project Area B, as the same may be from time to time modified, amended or supplemented in writing by the parties thereto.

“Redevelopment Agreement-RPA C” means the Redevelopment Agreement for the implementation of the Redevelopment Plan with respect to Redevelopment Project Area C, as the same may be from time to time modified, amended or supplemented in writing by the parties thereto.

“Redevelopment Agreement-RPA D” means the Redevelopment Agreement for the implementation of the Redevelopment Plan with respect to Redevelopment Project Area D, as the same may be from time to time modified, amended or supplemented in writing by the parties thereto.

“Redevelopment Area” means the real property described in **Exhibit A**, attached hereto and incorporated herein by reference.

“Redevelopment Plan” means the plan titled “Northside Regeneration Tax Increment Financing (TIF) Redevelopment Plan” dated September 8, 2009 and amended September 16, 2009, approved by the City pursuant to the Approving Ordinance, as such plan may from time to time be further amended in accordance with the TIF Act.

“Redevelopment Project” or “Redevelopment Projects” means one or more of Redevelopment Projects in RPA A, Redevelopment Projects in RPA B, Redevelopment Projects in RPA C and Redevelopment Projects in RPA D, as identified in the Redevelopment Plan.

“Redevelopment Project Area” or “Redevelopment Project Areas” means one (1) or more of Redevelopment Project Area A, Redevelopment Project Area B, Redevelopment Project Area C and Redevelopment Project Area D as identified by the Redevelopment Plan and located on the real property described in **Exhibit B**.

“Redevelopment Project Area A” means the real property described as Redevelopment Project Area A in **Exhibit B**, attached hereto and incorporated herein by reference.

“Redevelopment Project Area B” means the real property described as Redevelopment Project Area B in **Exhibit B**, attached hereto and incorporated herein by reference.

“Redevelopment Project Area C” means the real property described as Redevelopment Project Area C in **Exhibit B**, attached hereto and incorporated herein by reference.

“Redevelopment Project Area D” means the real property described as Redevelopment Project Area D in **Exhibit B**, attached hereto and incorporated herein by reference.

“Redevelopment Projects in RPA A” means those Redevelopment Projects identified for Redevelopment Project Area A by the Redevelopment Plan.

“Redevelopment Projects in RPA B” means those Redevelopment Projects identified for Redevelopment Project Area B by the Redevelopment Plan.

“Redevelopment Projects in RPA C” means those Redevelopment Projects identified for Redevelopment Project Area C by the Redevelopment Plan.

“Redevelopment Projects in RPA D” means those Redevelopment Projects identified for Redevelopment Project Area D by the Redevelopment Plan.

“Redevelopment Project Costs” shall have the meaning ascribed to such term in Section 99.805(15) of the TIF Act.

“Redevelopment Proposal” means the document on file with the City and incorporated herein by reference, titled “TIF Application of Northside Regeneration, LLC,” dated May 27, 2009 and submitted by the Developer to the SLDC.

“Reimbursable Redevelopment Project Costs” means those Redevelopment Project Costs which are eligible for reimbursement to the Developer in accordance with the Act, this Agreement and the Individual RPA Redevelopment Agreements.

“Related Entity” means any party or entity related to the Developer by one of the relationships described in Section 267(b), Section 707(b)(1)(A) or Section 707(b)(1)(B) of the Internal Revenue Code of 1986, as amended, or any entity owned at least fifty percent (50%) by the Developer.

“Relocation Plan” means the relocation plan for the Redevelopment Area as contained in the Redevelopment Plan.

“Site Work” shall mean construction, pursuant to a binding executed agreement between the Developer and an experienced general contractor involving the payment of not less than One Million Dollars (\$1,000,000), for physical improvements necessary for the completion of one or more Redevelopment Projects.

“SLDC” means the St. Louis Development Corporation, a non-profit corporation organized and existing under the laws of the State of Missouri.

“Special Allocation Fund” means the NorthSide Regeneration Special Allocation Fund, created by the Approving Ordinance in accordance with the TIF Act, and including the PILOTS Account, and any sub-accounts thereof for the Redevelopment Projects, and the EATS Account, and any sub-accounts thereof for the Redevelopment Projects, into which Available Revenues are from time to time deposited in accordance with the TIF Act, this Agreement, and the Individual RPA Redevelopment Agreements.

“Surplus” shall mean those amounts set forth in Section 6.8, which the City has declared annually as surplus from the Special Allocation Fund.

“Surplus Growth Revenue” means that portion of the EATs and/or PILOTS declared a “surplus” or as a source to fund the cost of “taxing districts’ capital costs,” as those terms are used in the TIF Act.

“TIF Bonds” means tax increment revenue bonds, if any, authorized and issued by the Issuing Authority in accordance with the Note Ordinance, the TIF Act, this Agreement and the Individual RPA Redevelopment Agreements.

“TIF Commission” means the Tax Increment Financing Commission of the City of St. Louis.

“TIF Notes” means tax increment revenue notes issued by the City pursuant to and subject to the Individual RPA Redevelopment Agreements and the Note Ordinance to evidence the City’s limited obligation to repay Reimbursable Redevelopment Project Costs incurred by the Developer on behalf of the City in accordance with the TIF Act, this Agreement and the Individual RPA Redevelopment Agreements.

“TIF Obligations” means TIF Bonds, TIF Notes or other obligations, singly or in series, issued by the City or the Issuing Authority, as the case may be, pursuant to the TIF Act and in accordance with the Note Ordinance and the Individual RPA Redevelopment Agreements.

“TIF Revenues” means: (1) payments in lieu of taxes (as that term is defined in Section 99.805(10) of the TIF Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property

located within a Redevelopment Project Area over and above the initial equalized assessed value (as that term is used and described in Sections 99.845.1 and 99.855.1 of the TIF Act) of each such unit of property, as paid to the City Treasurer by the City Collector of Revenue during the term of the Redevelopment Plan and the Redevelopment Projects, and (2) subject to annual appropriation by the Board of Aldermen, fifty percent (50%) of the total additional revenues from taxes which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(17) of the TIF Act) and which are generated by economic activities within a Redevelopment Project Area over the amount of such taxes generated by economic activities within the Redevelopment Project Area in the calendar year in which each Redevelopment Project is approved (subject to annual appropriation by the City as provided in the TIF Act), as defined and described in Sections 99.805(4) and 99.845 of the TIF Act, but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, and licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, all as provided in Section 99.845 of the TIF Act. Notwithstanding the foregoing, TIF Revenues shall not include the operating levy for school purposes imposed by or any sales tax imposed by the Transitional School District of the City of St. Louis.

“Work” means all work necessary to prepare the Redevelopment Area for and to construct or cause the construction and completion of the Redevelopment Projects described in the Redevelopment Plan and this Agreement so as to make such Redevelopment Projects suitable for use for their intended purposes, including but not limited to: (1) property acquisition; (2) construction, reconstruction, renovation and/or rehabilitation of infrastructure and/or public improvements, including without limitation sidewalks, lighting, landscaping, sewer, water, electrical and other utilities; (3) demolition, site preparation and environmental remediation; (4) construction of the buildings within the Redevelopment Area to be used for the various intended uses; (5) construction of parking; (6) professional services, including, but not limited to, architecture, engineering, surveying, financing, legal, planning and consulting; and (7) all other work described in the Redevelopment Proposal, Redevelopment Plan, this Agreement, and the Individual RPA Redevelopment Agreements, or reasonably necessary to effectuate the intent of the Redevelopment Plan, this Agreement, and the Individual RPA Redevelopment Agreements.

ARTICLE II DESIGNATION OF DEVELOPER

2.1 Developer Designation. The City hereby selects the Developer as the developer of the Redevelopment Area to perform or cause the performance of the Work in accordance with the Redevelopment Plan, this Agreement, the Individual RPA Redevelopment Agreements, and all Governmental Approvals, subject to receiving the approval of the TIF Commission and the Board of Aldermen for Redevelopment Projects in RPA C and Redevelopment Projects in RPA D, the adoption of tax increment financing within Redevelopment Project Area C and Redevelopment Project Area D and the terms of this Agreement and the Individual RPA Redevelopment Agreements. Notwithstanding the foregoing, the City and the Developer acknowledge and confirm that certain portions of the Redevelopment Area will be redeveloped by Co-Developers and Other Developers as contemplated in Sections 3.10 and 3.11, respectively, and in accordance with the Individual RPA Redevelopment Agreements. To the extent of any inconsistency among the foregoing, the parties agree that the Redevelopment Plan shall govern.

2.2 Developer to Advance Costs. The Developer agrees to advance or cause to be advanced, or seek to be advanced, all Redevelopment Project Costs as necessary to complete the work, all subject to the Developer’s right to abandon the Redevelopment Project and to terminate this Agreement as set forth in **Section 7.1** of this Agreement. Additionally, and not by way of limitation:

- (i) The City acknowledges payment by the Developer of a Five Thousand Dollar and no/100 (\$5,000.00) TIF Application Fee.
- (ii) Upon the later to occur of: (a) the date thirty (30) days after the execution of this Agreement or (b) at the closing of the first sale of the DALA Tax Credits, whichever is later, the Developer shall pay the sum of Fifty Thousand Dollars and no/100 (\$50,000.00) to the Comptroller to reimburse the Comptroller for her administrative costs in reviewing the Redevelopment Plan, this Agreement, and the Redevelopment Proposal. The Developer acknowledges and confirms that, after the execution of the first to be executed of Redevelopment Agreement-RPA A or Redevelopment Agreement-RPA B, the Developer will pay a flat fee to the Comptroller and the SLDC, on a date and in an amount to be set forth in such Individual RPA Redevelopment Agreements, to reimburse the Comptroller and the SLDC for their administrative costs in reviewing the Redevelopment Plan, this Agreement, the above Individual RPA Agreements and the Redevelopment Proposal.

- (iii) The Developer acknowledges and confirms that each Individual RPA Redevelopment Agreement will set forth the terms and conditions under which an annual fee will be paid to the City to compensate the City for administering the activities under the Redevelopment Plan.
- (iv) The Developer shall pay to the Comptroller for her actual legal costs incurred and provided by Armstrong Teasdale LLP and to the SLDC for its actual legal costs incurred and provided by Husch Blackwell Sanders LLP, an additional amount in connection with the review of the Redevelopment Proposal, the review and adoption of the Redevelopment Plan and the negotiation, execution and implementation of this Redevelopment Agreement, which amount shall be paid within thirty (30) days after the execution of this Agreement or at the closing of the first sale of the DALA Tax Credits, whichever is later.
- (v) Any amounts advanced to the City and the SLDC by the Developer under this Agreement shall represent Reimbursable Redevelopment Project Costs to be reimbursed exclusively from the proceeds of TIF Obligations as provided in and subject to **Articles IV and V** of this Agreement and the applicable relevant provisions in the Individual RPA Redevelopment Agreements.

**ARTICLE III
ACQUISITION OF PROPERTY AND CONSTRUCTION OF REDEVELOPMENT PROJECTS**

3.1 Acquisition of Property. Developer represents that, as of the date of this Agreement, Developer or a Related Entity is the fee owner of the portions of the Property listed on **Exhibit I**, incorporated herein by this reference. Developer shall, by December 31 of each year, supplement Exhibit I as the Developer acquires additional properties. Any additional properties acquired by the Developer for completion of the Work shall be held in the name of the Developer and shall be subject to the terms, conditions and covenants contained herein and in the Redevelopment Plan immediately upon acquisition. The City will, in order to further the Redevelopment Plan, cooperate with and support the transfer to the Developer of all vacant land and land on which unoccupied buildings are located owned by the City or any City Agency within the Redevelopment Area.

3.2 Eminent Domain. The use of eminent domain will not be allowed pursuant to the Redevelopment Plan or pursuant to this Agreement. However, the use of eminent domain may be allowed (a) for a public use, as such term is used in Article XXI of the City’s Charter in accordance with additional legislation of the Board of Aldermen; or (b) pursuant to existing or additional legislation of the Board of Aldermen, if the Developer has pursued and exhausted efforts to voluntarily acquire property the Board of Aldermen deems necessary to implement one or more portions of this Redevelopment Plan and deems critical to the Redevelopment Plan’s success. The Board of Aldermen may approve such use of eminent domain under clause (b) above pursuant to other statutes, such as The Land Clearance for Redevelopment Authority Act, Sections 99.300 to 99.660 of the Revised Statutes of Missouri, as amended, or The Planned Industrial Expansion Law, Sections 100.300 to 100.620 of the Revised Statutes of Missouri, as amended.

3.3 Relocation. The Developer shall identify any “displacee” (as that term is used in the Relocation Plan) that is entitled to relocation payments or relocation assistance under the Relocation Plan. The Developer shall, at the Developer’s sole cost and expense, subject to reimbursement as a Reimbursable Redevelopment Project Costs in accordance with **Article IV** of this Agreement and the applicable relevant provisions in the Individual RPA Redevelopment Agreements, coordinate such relocation payments and relocation assistance in accordance with the Relocation Plan, and Developer shall be responsible for complying with the provisions of such Relocation Plan. In addition to complying with the Relocation Plan, the Developer will report any proposed relocation of a business within the Redevelopment Area to the SLDC and will make good-faith efforts to relocate such businesses within the Redevelopment Area, and, if it is not feasible to relocate such businesses within the Redevelopment Area, then to relocate such businesses within the City.

3.4 Developer to Construct the Work. The Developer shall commence or cause the commencement of the following components of the Work for the Redevelopment Projects and shall complete the construction of the Redevelopment Projects, all as identified below and in accordance with this Agreement and the Individual RPA Redevelopment Agreements, each of which Individual RPA Redevelopment Agreements must be executed on or before the date of the commencement of the Site Work, regarding the related Redevelopment Project Area, set forth in the table below:

REDEVELOPMENT PROJECTS	COMMENCEMENT DATE OF SITE WORK	COMPLETION DATE OF REDEVELOPMENT PROJECT
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Redevelopment Projects in RPA A	April 1, 2010	December 31, 2024
Redevelopment Projects in RPA B	April 1, 2010	December 31, 2024
Redevelopment Projects in RPA C	January 2, 2014	December 31, 2030
Redevelopment Projects in RPA D	January 2, 2012	December 31, 2030

Because of existing economic conditions and the current credit markets, the Commencement Dates of Site Work regarding Redevelopment Project Area A and Redevelopment Project Area B may be extended up to twelve (12) months by the Developer in the exercise of its reasonable business judgment. Notwithstanding the foregoing sentence, no extension of time shall be given, and the provisions of **Section 7.5** relating to the existence of force majeure conditions shall not apply, for the deadlines for executing the Individual RPA Redevelopment Agreements that must be executed no later than April 1, 2010 for Redevelopment Project Area A and Redevelopment Project Area B, January 2, 2014 for Redevelopment Project Area C and January 2, 2012 for Redevelopment Project Area D.

Notwithstanding the foregoing projected schedule, the Developer shall have the right to seek to commence any Redevelopment Project before the commencement date set forth above. The Work, including, without limitation, the Site Work, shall be completed in a good and workmanlike manner in accordance with the terms of this Agreement, the Individual RPA Redevelopment Agreements and the Redevelopment Plan.

The Developer may enter into or cause to be entered into one or more construction contracts to complete the Work. Prior to the commencement of construction of any portion of the Work, the Developer shall obtain or shall require that any of its contractors obtain workers' compensation, comprehensive public liability and builder's risk insurance coverage in amounts customary in the industry for similar type projects. The Developer shall require that such insurance be maintained by any of its contractors for the duration of the construction of such portion of the Work. To the extent that laws pertaining to prevailing wage and hour apply to any portion of the Work the Developer agrees to take all actions necessary to apply for the wage and hour determinations and otherwise comply with such laws.

3.5 Governmental Approvals. The City and, at its direction, the SLDC agree to employ reasonable and good faith efforts to cooperate with the Developer and to process and timely consider and respond to all applications for the Governmental Approvals as received, all in accordance with the applicable City ordinances and laws of the State of Missouri.

3.6 Construction Plans. The Construction Plans for the Work relating to each of the Redevelopment Projects or any discrete portion or portions thereof shall be prepared by a professional engineer or architect licensed to practice in the State of Missouri and the Construction Plans and all construction practices and procedures with respect to the Work shall be in conformity with all applicable state and local laws, ordinances and regulations, and the provisions of this Agreement and the Individual RPA Redevelopment Agreements, including the provisions relating to access for people with disabilities. During the progress of the Work, the Developer may make such reasonable changes, including without limitation modification of the construction schedule, subject to the provisions of **Section 3.4**, in accordance with the Individual RPA Redevelopment Agreements. In each of the Individual RPA Redevelopment Agreements, the Developer shall set forth the location, size and type of buildings proposed to be developed and constructed as Redevelopment Projects within the applicable Redevelopment Project Area.

3.7 Certificate of Commencement of Construction. The Developer shall furnish to the SLDC, with a copy to the Comptroller, one or more Certificates of Commencement of Construction, which certificates shall be submitted for all or a portion of a particular Redevelopment Project in accordance with the schedule set forth in **Section 3.4** of this Agreement and in the form of **Exhibit C** attached hereto and incorporated herein by reference in accordance with this Agreement and the Individual RPA Redevelopment Agreements.

3.8 Certificate of Substantial Completion. Promptly after substantial completion of a discrete portion of the Work as to a particular Redevelopment Project, the Developer shall furnish to the City and the SLDC a Certificate of Substantial Completion substantially in the form attached as **Exhibit E**, attached hereto and incorporated by referenced herein. The timing and the terms for submission of the Certificate of Substantial Completion as to the individual Redevelopment Projects shall be in accordance with the Individual RPA Redevelopment Agreements.

3.9 Inclusion of Sustainability Features in Redevelopment. The Developer shall include sustainability features

in the redevelopment of the Redevelopment Area as provided in the Redevelopment Plan. Such features shall include focusing new development around open spaces to provide connectivity and diverse activities that would include parks for recreation, stormwater attenuation, bikeways, pedestrian connections, and the incorporation of energy efficiency features in the design and construction of infrastructure and buildings that exceed energy efficiency requirements of current laws, and may include the development of co-generation facilities for electrical power in the Redevelopment Area.

3.10 Co-Developers. The Developer shall engage one (1) or more Co-Developers to develop certain portions of the Redevelopment Area. No more than seventy-five percent (75%) of the Redevelopment Area shall be redeveloped by the Developer. The remainder of the Redevelopment Area shall be redeveloped by Co-Developers to whom the Developer has assigned its redevelopment rights and obligations pursuant to the Redevelopment Plan, this Agreement and the Individual RPA Redevelopment Agreements, and/or by Other Developers. At least twenty-five percent (25%) of the Redevelopment Area shall be redeveloped by Co-Developers. The Developer's failure to identify Co-Developers shall not relieve Developer of its obligations under this Agreement.

3.11 Other Developers. Persons or entities, other than the Co-Developers, may redevelop one or more portions of the Redevelopment Area, which redevelopment shall not be related to any assignment of rights from the Developer. Such a person or entity shall be deemed an "Other Developer" if such person or entity proposes to develop a project that is not included in the Developer's proposed Redevelopment Projects as specified by location, size and type in an Individual RPA Redevelopment Agreement. Any such Other Developer shall be entitled to negotiate with the City for tax increment financing that is contemplated in the Redevelopment Plan to be used only by "Other Developers" or for other development incentives; provided, however, that (a) the Other Developer's redevelopment project must be compatible with the other redevelopment being undertaken by the Developer as mutually determined by the City and the Developer in the exercise of their reasonable judgment and (b) a percentage of the economic incentives received by the Other Developer shall be allocated to the Special Allocation Fund to be used only for the development and construction of public infrastructure improvements within the Redevelopment Area. The provision of tax increment financing or other development incentives for such Other Developers may be effected by separate redevelopment agreements, entered into pursuant to legislation adopted by the Board of Aldermen. The amount of tax increment financing that may be made available to such Other Developers shall be in addition to the tax increment financing that is available pursuant to this Agreement and the Individual RPA Redevelopment Agreements to the Developer.

3.12 Applicability of Chapter 290. The Developer shall be subject to the provisions of Chapter 290 of the Revised Statutes of Missouri relating to wages, hours and dismissal rights.

3.13 Accessibility Standards. The Developer shall cause the Redevelopment Projects and each portion thereof to be built in conformance with the American with Disabilities Act and the Fair Housing Act Amendments of 1988 and regulations promulgated thereunder as such Acts and regulations exist at the time of the commencement of construction of any particular portion of a Redevelopment Project. With respect to the redevelopment of rehabilitated existing buildings that will have one (1) to three (3) residential units within the Redevelopment Area, the Developer will use its best efforts to cause accessible entry to the first floor and the first floor of each rehabilitated existing building to be accessible. The Developer shall ensure that fifty percent (50%) of the new residential buildings that have from one (1) to three (3) units have, at a minimum, accessible entry to the first floor and within the first floors of the unit(s). All buildings that have four (4) or more attached dwelling units shall have accessible entry to the first floor and within the first floor of each unit, regardless of whether such unit is a garden apartment or townhouse. The prior sentence shall apply without regard to whether townhouses are owned as separate attached townhouse dwelling units held as individual fee simple property or the units are held as a group either for lease or in a condominium or cooperative form. The City and the Developer shall provide a means by which the terms of this Section are enforced either by (a) the City's training staff to enforce these terms by expanding plan examiners' and building inspectors' responsibilities from ensuring compliance with the building code to ensuring compliance with the building code, the Americans with Disabilities Act and the Fair Housing Act or (b) the Developer's undertaking to employ an independent architectural auditor to ensure compliance with this Section. If an independent architectural auditor is used, such auditor shall issue audit reports at sufficient regular intervals to ensure that deficiencies can be corrected before construction on any given project is substantially completed. The audit reports shall be public documents. The City shall cooperate with the Developer and any Co-Developer(s) to resolve any possible conflicts that may occur as a result of instituting such accessibility standards together with building code provisions that do not relate to accessibility.

3.14 Assistance to Developer in Undertaking Redevelopment. Given the dimensions of this redevelopment, it is critical for the City to assist the Developer in the redevelopment of the Redevelopment Area. Accordingly, the City will use its best efforts, but subject to legislative authority, with no obligation on the part of the City to complete any portion of the Work, and provided that the proposed Work complies with the standards of the Board of Public Service and the Department of Streets, Traffic and Refuse of the City, to take the steps set forth below to assist the Developer in the implementation of the Redevelopment Plan.

The Developer acknowledges and confirms that this Agreement does not bind the City to procure or to commit funds; however, the City will endeavor to assist the Developer in using the powers of the City to procure and to provide funding and grants on a case-by-case basis.

- (i) expediting the changes to streets and other infrastructure, such as additions to the streets and other infrastructure and the vacation of streets and alleys where necessary, subject, however, to applicable law and the rights of owners of property in the Redevelopment Area other than the Developer;
- (ii) endeavor to provide smooth administrative and streamlined processing for the redevelopment process, through the designation of a senior staff person in the Mayor's office or the SLDC to assist the Developer in the redevelopment process;
- (iii) endeavor to participate in, and to support, design review processes, standards and guidelines to be developed by the Developer to be applied to properties under the control of the Developer;
- (iv) supporting the establishment of a sewer subdistrict for the Redevelopment Area to assist in receiving user fees, allocating costs and improving the sewer and water systems, subject, however, to the rights of owners of property in the Redevelopment Area other than the Developer;
- (v) supporting sustainable stormwater and wastewater drainage measures, such as disconnecting downspouts, subject, however, to the City's right to establish requirements for such measures to protect the safety of the public;
- (vi) assisting the Developer through the efforts of said senior staff person (mentioned in clause (ii)) with the processing of design requirements in historic districts to minimize potential delay;
- (vii) assisting the Developer through the efforts of said senior staff person in supporting and coordinating the processing of approvals for demolition in the redevelopment area;
- (viii) supporting cooperative efforts with the Developer to pursue infrastructure alignments and projects that are in the best interest of the City and further the objectives and goals of the Redevelopment Plan; and
- (ix) supporting the placement of all utilities underground and within the rights-of-way.

ARTICLE IV REIMBURSEMENT OF DEVELOPER COSTS

4.1 City's Obligation to Reimburse Developer. The City agrees to reimburse Developer for the verified Reimbursable Redevelopment Project Costs in the principal amount not to exceed Three Hundred Ninety Million Six Hundred Thousand Dollars (\$390,600,000) plus Issuance Costs, but only from the Special Allocation Fund. The terms for the reimbursement of the Developer shall be subject to, and shall be as set forth in, this Agreement, the Individual RPA Redevelopment Agreements and the Note Ordinance. With respect to Redevelopment Project Area C and Redevelopment Project Area D, the reimbursement of the Developer shall be further subject to the adoption of tax increment financing within Redevelopment Project Area C and Redevelopment Project Area D.

The City agrees to issue TIF Notes to Developer to evidence the City's obligation to reimburse Developer for verified Reimbursable Redevelopment Project Costs in the principal amount not to exceed Three Hundred Ninety Million Six Hundred Thousand Dollars (\$390,600,000) plus Issuance Costs, but only from the Special Allocation Fund. The terms for the issuance of the TIF Notes to the Developer shall be subject to, and shall be as set forth in, this Agreement, the Individual RPA Redevelopment Agreements and the Note Ordinance. With respect to Redevelopment Project Area C and Redevelopment Project Area D, the issuance of the TIF Notes to the Developer shall be further subject to the adoption of tax increment financing within Redevelopment Project Area C and Redevelopment Project Area D.

For each Redevelopment Project Area, the maximum amounts to be reimbursed to the Developer are set forth below, which maximum amounts may be reduced as provided in this Agreement and the Individual RPA Redevelopment Agreement for such Redevelopment Project Area:

RPA	COST SUBCATEGORY				TOTAL MAXIMUM REIMBURSEMENT - ALL COST SUBCATEGORIES
	Studies & Professional Services	Property Acquisition & Relocation	Public Infrastructure Costs	Building Rehabilitation Costs	
A	\$ 400,000	\$8,500,000	\$17,100,000	\$3,600,000	\$ 129,600,000
B	\$ 200,000	\$2,500,000	\$56,300,000	\$ 0	\$ 69,000,000
C	\$ 700,000	\$7,500,000	\$96,600,000	\$4,000,000	\$ 108,800,000
D	\$ 600,000	\$7,100,000	\$75,500,000	\$ 0	\$ 83,200,000
TOTAL	\$1,900,000	\$35,600,000	\$345,500,000	\$ 7,600,000	\$ 390,600,000

Because of the uncertainty of the above estimation and because the amount of costs for certain categories may vary as a result of unforeseen events and circumstances, the above costs may be shifted between the four (4) categories of costs within a Redevelopment Project Area or RPA (provided, however, that with respect to shifting of costs within categories of costs, the totals reflected above for each category for such RPA shall not be exceeded by more than ten percent (10%) as result of such cost shifting). Notwithstanding the foregoing, and only with respect to the Developer, such shifting of costs between the four (4) categories of costs within an RPA is only allowed to the extent such shifting does not increase the eligible costs identified in the “Studies and Professional Services” and “Building Rehabilitation Costs” categories. It is anticipated that public infrastructure costs will be included within one or all of the Redevelopment Project Areas and, as such, that public infrastructure costs may be reimbursed as part of any Redevelopment Project; provided, however, that the amounts in the column “Total Maximum Reimbursement – All Cost Subcategories” may not be increased.

4.2 Reimbursements Limited to Reimbursable Redevelopment Project Costs; Developer’s Right to Substitute.

Nothing in this Agreement shall obligate the City to issue TIF Obligations or to reimburse the Developer for any cost that is not incurred pursuant to Section 99.820.1 of the TIF Act or that does not qualify as a “redevelopment project cost” under Section 99.805(15) of the TIF Act and under this Agreement. In order to seek reimbursement for any Reimbursable Redevelopment Project Costs, the Developer shall provide to the City (a) itemized invoices, receipts or other information evidencing such costs; and (b) a Certificate of Reimbursable Redevelopment Project Costs constituting certification by the Developer that such cost is eligible for reimbursement under the TIF Act and shall comply with the requirements for each Redevelopment Project Area as specified in the related Individual RPA Redevelopment Agreement.

4.3 Effect of Additional Funding. It is estimated that the construction of all of the contemplated new infrastructure identified by the Developer within the Redevelopment Area, the cost of which infrastructure would constitute a Redevelopment Project Cost (the “Developer Infrastructure”), will cost approximately One Billion One Hundred Million and no/100 Dollars (\$1,100,000,000). As set forth in **Section 4.1** of this Agreement, the maximum amount of TIF Obligations to be available pursuant to the Note Ordinance, this Agreement and Individual RPA Redevelopment Agreements for the Developer Infrastructure is Three Hundred Forty-Five Million Five Hundred Thousand Dollars (\$345,500,000), subject to adjustment pursuant to Paragraph 4.1 above. Developer has publicly stated that Additional Funding made available to or within the City for use in the Redevelopment Area for construction of the Developer Infrastructure included in the Redevelopment Plan will reduce the amount of TIF Obligations authorized pursuant to the Note Ordinance, this Agreement and Individual RPA Redevelopment Agreements for the Developer Infrastructure. If the Developer, the City, any agency of the City, the State of Missouri and/or any agency of the State receives or provides Additional Funding, which funding or grants relate to, and are used for the Developer Infrastructure included in the Redevelopment Plan, then the City’s Board of Estimate and Apportionment, in such Board’s sole discretion, may reduce the “Total Maximum Reimbursement - All Cost Subcategories” set forth in the table in **Section 4.1** hereof by up to twenty percent (20%) of the amount of any such Additional Funding and may reduce such “Total Maximum Reimbursement – All Cost Subcategories” by a dollar for each dollar of Additional Funding received in excess of Eight Hundred Forty Million Dollars (\$840,000,000) in the event and at any time that the total amount of Additional Funding received equals or exceeds Eight Hundred Forty Million Dollars (\$840,000,000), all as further described in the Individual RPA Redevelopment Agreements.

**ARTICLE V
TIF OBLIGATIONS**

5.1 Conditions Precedent to the Issuance of TIF Notes. TIF Notes relating to a particular Redevelopment Project Area shall not be issued until such time as the City has approved a Certificate of Reimbursable Redevelopment Project Costs in substantially the form of **Exhibit D** and the Developer has complied with the terms of the Note Ordinance, this Agreement and the associated Individual RPA Redevelopment Agreement.

5.2 Issuance of TIF Bonds. The City may, in the exercise of its reasonable business judgment, issue, or cause to be issued, TIF Bonds at any time in an amount sufficient to refund all or a portion of the outstanding TIF Notes relating to a particular Redevelopment Project Area, to the extent that the Developer has complied with the Note Ordinance, this Agreement and the associated Individual RPA Redevelopment Agreement.

ARTICLE VI SPECIAL ALLOCATION FUND; COLLECTION AND USE OF TIF REVENUES

6.1 Creation of Special Allocation Fund. The City agrees to cause its Comptroller or other financial officer to maintain the Special Allocation Fund, including a "PILOTs Account," an "EATs Account," and such further accounts or sub-accounts as are required by any of the Individual RPA Redevelopment Agreements, or as the Comptroller may deem appropriate in connection with the administration of the Special Allocation Fund pursuant to this Agreement or the Individual RPA Redevelopment Agreements. Subject to the requirements of the TIF Act and, with respect to Economic Activity Taxes for any particular Redevelopment Project Area, subject to annual appropriation by the Board of Aldermen, the City will promptly upon receipt thereof deposit all Payments in Lieu of Taxes for any particular Redevelopment Project Area into the PILOTs Account or applicable sub-account and deposit all Economic Activity Taxes for any particular Redevelopment Project Area into the EATs Account or applicable sub-account. Such deposit of Payments in Lieu of Taxes and Economic Activity Taxes shall relate solely to Redevelopment Project Areas for which tax increment financing has been adopted, which currently are Redevelopment Project Area A and Redevelopment Project Area B.

6.2 Certification of Base for PILOTS and EATS as to any Particular Redevelopment Project Area. Upon the reasonable written request of the City, Developer shall use its best efforts to provide or cause to be provided to the Comptroller or its authorized representative any documents necessary for the City to calculate the base for PILOTs and EATs for any particular Redevelopment Project Area, including, but not limited to the address and locator number of all parcels of real property located within the particular Redevelopment Project Area.

6.3 Surplus Growth Revenue. Notwithstanding anything herein to the contrary, at least annually the Surplus Growth Revenue shall be paid from the Special Allocation Fund to the City. The Individual RPA Redevelopment Agreements shall set forth the calculation of Surplus Growth Revenue, which will be a percentage of the base EATs and/or PILOTs. The Comptroller shall prepare the initial calculation, and the Developer and the City will agree upon the final amount. Funds appropriated from the Special Allocation Fund as Surplus Growth Revenue shall not be considered as payment of Reimbursable Redevelopment Project Costs related to the Work of the Developer pursuant to the Individual RPA Redevelopment Agreements.

6.4 Application of Available Revenues. Subject to **Section 6.3**, the City hereby agrees to apply the Available Revenues and any taxes, fees or assessments subsequently enacted and imposed in substitution therefor and allocable to the Special Allocation Fund under the TIF Act to the repayment of TIF Notes issued and for other purposes as discussed and provided in this Agreement, the Individual RPA Redevelopment Agreements and Individual RPA Note Ordinances.

6.5 Cooperation in Determining TIF Revenues. The City and the Developer agree to cooperate and take all reasonable actions necessary to ensure that reports required to determine the amount of TIF Revenues are provided to the City when required by the City on forms attached to this Agreement as **Exhibit J**, and to cause the TIF Revenues to be paid into the Special Allocation Fund established pursuant to this Agreement and any PILOTs Account sub-accounts or EATs Account sub-accounts established pursuant to the Individual RPA Redevelopment Agreements, including, but not limited to, the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement.

6.6 Obligation to Report TIF Revenues. The Developer shall cause any purchaser or transferee of real property located within the Property, and any lessee or other user of real property located within the Property required to pay TIF Revenues, to use all reasonable efforts to timely fulfill such obligations as are required by **Section 6.5** of this Agreement. So long as any of the TIF Obligations are outstanding, the Developer shall cause such obligations to be covenants running with the land, which covenants shall be enforceable as if such purchaser, transferee, lessee or other user of such real property were originally a party to and bound by this Agreement.

6.7 Notice to City of Transfer. The Developer agrees to notify the City in writing of any sale, transfer or other disposition of any interest herein as permitted by **Section 7.3.2** of this Agreement or any sale, transfer or other disposition of the Property at least fifteen (15) days prior to such sale, transfer or other disposition. Said notice shall specify the name and address of the person so acquiring any interest herein or any Property from the Developer.

6.8 Surplus. The City hereby declares annually as surplus from the Special Allocation Fund an amount equal to (i) the property taxes (exclusive of the commercial surcharge and the blind pension levy) and/or PILOTs paid with respect to the property located within City Blocks 905, 902, 895, and 496 during such year in excess of the amounts paid in 2009 plus (ii) the (a) general municipal sales tax levied pursuant to Ordinance No. 62884, or any successor thereto, (b) general municipal sales tax levied pursuant to Ordinance No. 55497, as amended by Ordinance Nos. 57179 and 57979, or any successor thereto, (c) transportation sales tax levied pursuant to Ordinance No. 56554, or any successor thereto, (d) capital improvements sales tax levied pursuant to Ordinance No. 62885, or any successor thereto, (e) Earnings Tax levied pursuant to Ordinance No. 47063, or any successor thereto, (f) Payroll Expense Tax levied pursuant to Ordinance No. 60737, or any successor thereto, (g) Parking Gross Receipts Tax, or any successor thereto, (h) Entertainment License Tax levied pursuant to Ordinance No. 55390, as amended by Ordinances Nos. 55522, 56178, 56912, 62515, and 65669, (i) Restaurant Gross Receipts Tax, or any successor thereto, (j) public safety sales tax levied pursuant to Ordinance No. 67774, (k) metropolitan parks/recreation district sales tax levied pursuant to Ordinance No. 64994, and (l) parks and recreation sales tax levied pursuant to Ordinance No. 67195 and/or EATs paid during such year with respect to the property located within City Blocks 905, 902, 895, and 496 in excess of the amounts paid in 2008.

ARTICLE VII GENERAL PROVISIONS

7.1 Developer's Right of Termination. So long as no TIF Bonds or TIF Notes are outstanding with respect to any Redevelopment Project Area, the Developer may, by giving written notice to the City, abandon the Redevelopment Projects and terminate this Agreement. Notwithstanding the foregoing, in the event a TIF Note or TIF Notes held by the Developer is or are outstanding with respect to any Redevelopment Project Area, the Developer may, by giving written notice to the City, abandon the Redevelopment Projects relating to such Redevelopment Project Area and terminate this Agreement with respect to such Redevelopment Project Area. In that event, the City's obligation to pay any such TIF Note or TIF Notes and/or to reimburse the Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer with respect to such Redevelopment Project Area shall be subordinated to the City's obligation to pay any substitute developer or contractor selected by the City to complete the Work relating to said Redevelopment Projects for each such substitute developer's or contractor's Redevelopment Project Costs incurred with respect to such Redevelopment Project Area.. Notwithstanding the foregoing, if the Developer abandons the Redevelopment Projects relating to a Redevelopment Project Area and terminates this Agreement with respect to such Redevelopment Project Area as provided above, the Developer shall not have the right to receive any subordinated payments under any related TIF Notes or otherwise for Reimbursable Redevelopment Project Costs for the acquisition of real property prior to the date of this Agreement.

7.2 City's Right of Termination. The City may terminate this Agreement upon the occurrence of an Event of Default, which has continued after any applicable cure period. Upon such termination, the City's obligation to pay any TIF Note or TIF Notes issued with respect to any Redevelopment Project Areas and/or to reimburse the Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer with respect to any Redevelopment Project Area shall be subordinated to the City's obligation to pay any substitute developer or contractor selected by the City to complete the Work relating to said Redevelopment Project Area for each such substitute developer's or contractor's Redevelopment Project Costs incurred with respect to such Redevelopment Project Area. Termination of this Agreement shall not affect the Developer's or the City's rights under any Individual RPA Redevelopment Agreement then in effect. Notwithstanding the foregoing, if the City terminates this Agreement with respect to any Redevelopment Project Area as provided above, the Developer shall not have the right to receive any subordinated payments under any related TIF Notes or otherwise for Reimbursable Redevelopment Project Costs for the acquisition of real property prior to the date of this Agreement.

7.3 Successors and Assigns.

7.3.1 Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective successors and assigns.

7.3.2 Assignment of Rights. The Developer may assign or transfer to a Co-Developer a portion of its rights under this Agreement upon a reasonably satisfactory demonstration to the Developer of the proposed Co-Developer's

experience and financial capability to undertake and to complete such applicable portions of the Work and to perform the Developer's obligations under this Agreement with respect to such applicable portions of the Work, all in accordance with this Agreement. With respect to (a) the assignment or transfer of any rights under this Agreement to a Co-Developer that involves the rights over the redevelopment of more than thirty-five percent (35%) of the Redevelopment Area or (b) any other assignment or transfer of any of the rights of the Developer under this Agreement, the Developer shall obtain the consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. After any such assignment or transfer of said rights, the Developer shall remain obligated with respect to the fulfilling any obligations associated with said rights notwithstanding such assignment or transfer. The Developer may assign or transfer its rights and responsibilities as to a particular Redevelopment Project Area in accordance with the associated Individual RPA Redevelopment Agreement. Notwithstanding anything herein to the contrary, the City hereby approves, and no prior consent shall be required in connection with: (x) the right of the Developer to encumber or collaterally assign its rights, duties and obligations under this Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Redevelopment Project Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment; and (y) the right of Developer to assign the Developer's rights, duties and obligations under this Agreement to a Related Entity.

7.3.3 Assignment or Sale to Exempt Organization. Except as otherwise provided in an Individual RPA Redevelopment Agreement, prior to any sale, transfer or other disposition of all or any portion of the Property or any interest therein to an organization exempt from payment of ad valorem property taxes, the Developer, any owner or prospective owner of any such Property, and such organization shall be required to agree not to apply for an exemption from payment of such property taxes for a period ending on the earlier of the date that all TIF Obligations are paid in full or twenty-three (23) years from the date that the City approved the Redevelopment Project Area. The Developer shall make this requirement a covenant running with the land, enforceable for such period as if such purchaser or other transferee or possessor thereof were originally a party to and bound by this Agreement.

7.4 Other Remedies. Except as otherwise provided in this Agreement relating to the occurrence of Events of Default and otherwise and subject to the Developer's and the City's respective rights of termination, upon the occurrence of an Event of Default, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default, including without limitation proceedings to compel specific performance by the defaulting party, termination of this Agreement, or exercising any and all remedies available at law or in equity.

7.5 Force Majeure. Neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended by twelve (12) months and, if such condition continues, shall be extended for up to twenty-four (24) months in the event of any delay caused by force majeure, including without limitation damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with construction of the Work or any portion thereof and which such governmental entity would be required to issue in the ordinary course of business; inability to obtain the use of eminent domain to acquire parcels necessary to implement the Redevelopment Plan or any material portion thereof as set forth in **Section 3.2** hereof; shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or wet soil conditions; or other like causes beyond the parties' reasonable control, including without limitation any litigation, court order or judgment resulting from any litigation affecting the validity of the Redevelopment Plan, the Redevelopment Project or the TIF Obligations or this Agreement; provided that (i) such event of force majeure shall not be deemed to exist as to any matter initiated or sustained by the Developer in bad faith, and (ii) the Developer notifies the City in writing within thirty (30) days of the Developer's actual knowledge of the existence of such claimed event of force majeure.

7.6 Notices. All notices, demands, consents, approvals, certificates and other communications required by this Agreement to be given by either party hereunder shall be in writing and shall be hand delivered or sent by United States first class mail, postage prepaid, addressed to the appropriate party at its address set forth below, or to such other individual or to such other address as such party shall have last designated by notice to the other. Notices, demands, consents, approvals, certificates and other communications shall be deemed given when delivered or three days after mailing; provided, however, that if any such notice or other communication shall also be sent by telecopy or fax machine, such notice shall be deemed given at the time and on the date of machine transmittal if the sending party receives a written send verification on its machines and forwards a copy thereof with its mailed or courier delivered notice or communication.

In the case of the Developer, to:

Northside Regeneration, LLC
1001 Boardwalk Springs Place
O'Fallon, Missouri 63366
Attention: William D. Laskowsky
Facsimile: (636) 561-3901

With a copy to:

Stone, Leyton & Gershman
A Professional Corporation
7733 Forsyth Boulevard, Suite 500
St. Louis, Missouri 63105
Attention: Steven M. Stone
Facsimile: (314) 721-8660

In the case of the City, to:

City of St. Louis
Office of the Mayor
City Hall
1200 Market Street, Room 200
St. Louis, Missouri 63103
Attention: Barbara Geisman, Executive Director for Development
Facsimile: 314-622-3440

And

City of St. Louis
Office of the Comptroller
City Hall
1520 Market Street, Room 3005
St. Louis, Missouri 63103
Attention: Ivy Neyland-Pinkston, Deputy Comptroller
Facsimile: 314-588-0550

With a copy to:

St. Louis Development Corporation
1015 Locust Street
Suite 1200
St. Louis, Missouri 63101
Attention: Dale Ruthsatz
Facsimile: 314-231-2341

And

Armstrong Teasdale LLP
One Metropolitan Square, Suite 2600
St. Louis, Missouri 63102
Attention: Thomas Ray
Facsimile: 314-621-5065

And

Husch Blackwell Sanders LLP
190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105

Attention: David G. Richardson
Facsimile: 314-480-1505

And

City Counselor
City Hall
1200 Market Street, Room 314
St. Louis, Missouri 63102
Attention: Rebecca Wright, Assistant City Counselor

In the case of the SLDC, to:

St. Louis Development Corporation
1015 Locust Street, Suite 1200
St. Louis, Missouri 63101
Attention: Dale Ruthsatz
Facsimile: 314-231-2341

7.7 Conflict of Interest. No member of the Board of Aldermen, the TIF Commission, or any branch of the City's government who has any power of review or approval of any of the Developer's undertakings, or of the City's contracting for goods or services for the Redevelopment Area, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Board of Aldermen the nature of such interest and seek a determination by the Board of Aldermen with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

7.8 Damage or Destruction of Redevelopment Project. In the event of total destruction or damage to a particular Redevelopment Project or Redevelopment Projects by fire or other casualty, during construction or thereafter during the term of this Agreement so long as any TIF Notes are outstanding and the Developer or a Related Entity owns the Property, the Developer shall determine and advise the City in writing within one year of such destruction or damage whether Developer intends to restore, reconstruct and repair any such destruction or damage so that such Redevelopment Project will be completed or rebuilt in accordance with the Redevelopment Plan and this Agreement. Should the Developer determine not to restore, reconstruct and repair such Redevelopment Project, all unaccrued liability of the City for any payments of principal of or interest on the TIF Notes shall immediately terminate and the Developer shall promptly surrender the TIF Notes to the City for cancellation. In the event the Developer determines not to restore, reconstruct and repair after such total destruction or damage during the term of this Agreement and after any TIF Bonds are issued or the issuance of a TIF Note to a purchaser other than the Developer or a Related Entity, the Developer shall, at the City's option after consultation with the Developer, tender to the City that portion of the insurance proceeds, if any, to which Developer is entitled, after satisfaction of any terms or obligations of any deed of trust, promissory note or financing agreement entered into by the Developer for the financing of all or any part of the Redevelopment Project, from any fire or casualty insurance policy in an amount equal to the outstanding principal amount of the TIF Bonds or TIF Notes, plus accrued interest thereon to be deposited into the Special Allocation Fund.

7.9 Inspection. The City may conduct such periodic inspections of the Work as may be generally provided in the building code of the City. In addition, the Developer shall allow other authorized representatives of the City reasonable access to the Work site from time to time upon advance notice prior to the completion of the Work for inspection thereof for the purpose of determining whether or not such Work is proceeding in accordance with the terms of this Agreement and any applicable Individual RPA Redevelopment Agreement. The Developer shall not unreasonably deny the City and its officers, employees, agents and independent contractors the right to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work as the City determines is reasonable and necessary to verify the Developer's compliance with the terms of this Agreement.

7.10 Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of State of Missouri for all purposes and intents.

7.11 Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the

parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

7.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

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

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

7.15 Attorney's Fees. In any dispute arising out of or relating to this Agreement, including any action to enforce this Agreement against a defaulting or breaching party pursuant to **Section 7.4**, the prevailing party shall recover from the non-prevailing party the prevailing party's attorney fees, in addition to any other damages to which it may be entitled.

7.16 Actions Contesting the Validity and Enforceability of the Redevelopment Plan. In the event a third party brings an action against the City or the City's officials, agents, attorneys, employees or representatives contesting the validity or legality of the Redevelopment Area, the Redevelopment Plan, the TIF Obligations, or the ordinance approving this Agreement, Developer may, at its option, join the City in defense of such claim or action. The parties expressly agree that, so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and the Developer in any such proceeding. The Developer shall be responsible for all reasonable and necessary costs and expenses incurred by the City and by the Developer in connection with the defense of such claim or action, provided that, if the City does not approve a settlement or compromise to which the Developer would agree, the Developer shall not be responsible for any costs or expenses incurred thereafter in the defense of such claim or action. All costs of any such defense, whether incurred by the City or the Developer, shall be deemed to be Reimbursable Redevelopment Project Costs and reimbursable from any amounts in the Special Allocation Fund (less the Surplus Growth Revenue and Surplus), subject to **Article IV** of this Agreement.

7.17 Release and Indemnification. The indemnifications and covenants contained in this Section shall survive termination or expiration of this Agreement.

7.17.1 The City and its governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable to the Developer for damages or otherwise in the event that all or any part of the TIF Act, or any ordinance adopted in connection with either the TIF Act, this Agreement or the Redevelopment Plan, is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof.

7.17.2 The Developer releases from and covenants and agrees that the City and its governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the City, its governing body members, officers, agents, attorneys, employees and independent contractors against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed (excluding consequential and punitive damages), to persons or property occurring or allegedly occurring as a result of any negligent or malicious acts or omissions of the Developer, its governing body members, officers, agents, attorneys, employees and independent contractors, in connection with its or their activities conducted pursuant to this Agreement.

7.17.3 The City and its governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, employees, independent contractors or any other persons who may be about the Property or the Work except for matters arising out of the gross negligence or willful misconduct of the City and its governing body members, officers, agents, attorneys, employees and independent contractors.

7.17.4 All covenants, stipulations, promises, agreements and obligations of the City contained herein shall

be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officers, agents, attorneys, employees or independent contractors in their individual capacities.

7.17.5 No governing body members, officers, agents, attorneys, employees or independent contractors of the City shall be personally liable to the Developer (i) in the event of a default or breach by any party under this Agreement or (ii) for any amount or any TIF Obligations which may become due to any party under the terms of this Agreement.

7.17.6 The Developer releases from and covenants and agrees that the City, its governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable for, and agrees to indemnify and hold the City, its governing body members, officers, agents, attorneys, employees and independent contractors, harmless from and against any and all third party suits, interest, claims and cost of reasonable attorneys fees incurred by any of them, resulting from, arising out of, or in any way connected with: (i) the enforcement of this Agreement, the validity of the TIF Obligations or the enforcement or validity of any other agreement or obligation made in connection therewith and their approvals (excluding opinions of counsel and of the City's financial advisors whenever such claim is based on such party's own negligence); (ii) the negligence or willful misconduct of the Developer or its officers, agents, employees or independent contractors in connection with the design, management, development, redevelopment and construction of the Work, or (iii) the compliance by the Developer with all applicable state, federal and local environmental laws, regulations and ordinances as applicable to the Property, to the extent such condition existed prior to the acquisition thereof by the Developer. The foregoing release and indemnification shall not apply in the case of such liability arising directly out of the negligence or malicious acts or omissions of the City or its governing body members, officers, agents, attorneys, employees and independent contractors in connection with its or their activities conducted pursuant to this Agreement or which arises out of matters undertaken by the City following termination of this Agreement as to the Redevelopment Project or any particular portion thereof.

7.18 Survival. Notwithstanding the expiration or termination or breach of this Agreement by either party, the agreements contained in **Section 2.2, Article VI, Sections 7.10, 7.11, 7.12, 7.13, 7.14, 7.15, 7.16, 7.17, 7.19 and Article VIII** of this Agreement shall, except as otherwise expressly set forth herein, survive such early expiration or early termination of this Agreement by either party.

7.19 Maintenance of the Property. With respect to the parcels in the Redevelopment Area owned by the Developer, the Developer will remain in compliance with the ordinances of the City relating to such parcels, including, but not limited to, any ordinances or code provisions relating to property maintenance, building and zoning codes, and any other applicable local laws and regulations. In addition, the Developer will regularly maintain all of the parcels owned by the Developer, and the buildings on such parcels, in a good state of repair and attractiveness, with such buildings to be maintained in a secure state of repair. A specific plan for property maintenance (the "Property Maintenance Plan") is attached hereto as **Exhibit K** and incorporated herein by this reference and the Developer hereby agrees to comply with such Property Maintenance Plan. In any contracts or agreements for the sale or leasing of any parcels within the Redevelopment Area owned by the Developer, the Developer will require any subsequent owner or lessee to maintain the buildings and improvements on such parcels in accordance with the aforesaid standards and the Property Maintenance Plan. On or before March 31, 2010, the Developer shall provide to the City a list of the buildings on properties within the Redevelopment Area that the Developer has identified for demolition and rehabilitation. The Developer shall (a) by December 31, 2010, demolish those buildings located on the properties identified for demolition on said list if such demolition is approved by the City; and (b) by December 31, 2011, rehabilitate those buildings located on the properties identified for rehabilitation on said list. The Developer's failure to timely apply for a demolition permit shall not relieve the Developer of its obligations pursuant to this Section.

7.20 Non-Discrimination. The Developer agrees that, during the term of this Agreement and as an independent covenant running with the land, there shall be no discrimination upon the basis of race, creed, color, national origin, sex, sexual orientation, age, marital status or physical disability in the sale, lease, rental, occupancy or use of any of the facilities under its control within the Redevelopment Area or any portion thereof and said covenant may be enforced by the City or the United States of America or any of their respective agencies. The Developer further agrees that a provision containing the covenants of this paragraph shall be included in all agreements pertaining to the lease or conveyance or transfer (by any means) of all or a portion of the Redevelopment Project and any of the facilities under its control in the Redevelopment Area. Except as provided in this Section, the Developer shall have no obligation to enforce the covenants made by any transferee or lessee, tenant, occupant or user of any of the facilities within the Redevelopment Area.

7.21 Fair Employment. Without limiting any of the foregoing, the Developer voluntarily agrees to observe the Equal

Opportunity and Nondiscrimination Guidelines set forth as **Exhibit F**, attached hereto and incorporated herein by reference. By execution of this Agreement, the Developer certifies and agrees that it is under no contractual or other disability that would materially impair its ability to observe the Guidelines set forth as **Exhibit F**, attached hereto and incorporated herein by reference.

7.22 MBE/WBE Compliance. In the redevelopment of the Redevelopment Area, there shall be maximum utilization of bona fide minority business enterprises (“MBE’s”) and women business enterprises (“WBE’s”). The Developer shall comply with the Mayor’s Executive Order #28, as amended, during the design and construction of the Redevelopment Projects.

7.22.1 Developer shall submit to the MBE/WBE Compliance Officer a copy of the MBE/WBE Subcontractor’s List and the MBE/WBE Utilization Statement as provided in the Individual RPA Redevelopment Agreements prior to the commencement of any construction and shall not commence construction until the City has determined that such List and Utilization Statement are acceptable to the City.

7.22.2 Developer covenants to work with the City’s MBE/WBE Compliance Officer in good faith at all times before, during and after construction of the Redevelopment Projects in order for the City to verify Developer’s compliance with **Section 7.22.1** and **Section 7.22.2** of this Agreement.

7.22.3 To achieve the goals set forth in this section, the Developer shall make good faith efforts to collaborate and to coordinate with Community Renewal and Development, St. Louis Community Empowerment Foundation and any other similar organizations within wards included in the Redevelopment Area.

7.22.4 The Developer shall establish an office within the Redevelopment Area which MBE’s or WBE’s may contact to receive information regarding submitting bids for projects, information regarding being contacted about such bidding or information regarding employment opportunities with respect to any of the Redevelopment Projects.

7.22.5 The Individual RPA Redevelopment Agreements shall contain additional process and requirements for MBE/WBE compliance.

7.23 Contracts with Board of Public Service. Ordinance 68412, as adopted by the Board of Aldermen, shall apply to any offering by the Board of Public Service of the City of construction contracts with estimated costs greater than One Million and no/100 Dollars (\$1,000,000.00).

7.24 Proceeds of DALA Tax Credits. Any funds generated through the use or sale of the DALA Tax Credits shall be used to redevelop the Redevelopment Area as provided in the Distressed Areas Land Assemblage Tax Credit Act, Section 99.1205 of the Revised Statutes of Missouri, as amended.

7.25 Possible Transportation Development Districts and/or Community Improvement Districts. The City and the Developer acknowledge that the Developer may seek to create one (1) or more transportation development districts and/or community improvement districts within the Redevelopment Area. The City shall cooperate and assist the Developer in obtaining approval for the creation of such districts and for the levying or imposition of assessments or taxes within such districts.

7.26 Workforce Requirements. Developer shall work with the St. Louis Agency for Training and Employment (“SLATE”), Community Renewal and Development, St. Louis Community Empowerment Foundation and any other similar organizations within wards included in the Redevelopment Area to establish a recruitment and training program for minority City residents for employment in the operation of each completed Redevelopment Project, and shall use good faith efforts to ensure that all business tenants of the Redevelopment Project seek referrals from SLATE of minorities for all available job openings. Developer shall establish an Office of Training and Employment (the “Office”) with the express purpose of maximizing employment opportunities for City residents, particularly the historically disadvantaged population, which Office shall be coordinated by a senior executive of Developer, who shall establish reasonable goals for City resident and historically disadvantaged participation levels for the workforce in each completed Redevelopment Project. Developer shall make good faith efforts to maximize the employment of residents within the Redevelopment Area in the construction and operation of the Redevelopment Projects.

7.27 Events of Default. There shall be an Event of Default if one of the following occurs: (a) the Developer fails to comply with the schedule set forth in **Section 3.4** of this Agreement with respect to a particular Redevelopment Project Area; (b) the City determines that the Developer has failed to comply with any material provision of this Agreement or the Individual RPA Redevelopment Agreements; (c) the Developer has commenced a bankruptcy case; (d) the Developer fails to pay any of the fees and

costs set forth in **Section 2.2** of this Agreement; or (e) the City determines that the Developer has abandoned the redevelopment of the Redevelopment Area; provided, however, that no Event of Default shall exist if (x) the Developer remedies or cures a monetary default or breach within fifteen (15) days after receipt of written notice from the City specifying the default or breach, or (y) the Developer remedies or cures a non-monetary default or breach within thirty (30) days after receipt of written notice from the City specifying the default or breach or the Developer diligently and in good faith commences to cure or remedy such default or breach but is unable to cure or remedy such default or breach within thirty (30) days after receipt of notice, and the Developer, prior to the end of such thirty (30) days, provides notice to the City that it has in good faith commenced to cure or remedy such default or breach, whereupon the Developer shall have an additional thirty (30) days to cure or remedy such default or breach. If the City terminates one or more Individual RPA Redevelopment Agreements, the City shall have no obligation to pursue legislation to approve additional Individual RPA Redevelopment Agreements contemplated hereunder nor to adopt tax increment financing for any additional Redevelopment Project Areas.

**ARTICLE VIII
REPRESENTATIONS OF THE PARTIES**

8.1 Representations of the City. The City hereby represents and warrants that it 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, including without limitation the right, power and authority to issue and sell the TIF Notes, and all of the foregoing have been or will be, upon adoption of ordinances authorizing the issuance of the TIF Notes, 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. The City further hereby represents and warrants that that the City has considered the amount of the DALA tax credits expected to be requested by the Developer in adopting the legislation providing for the provision of economic incentives to the Developer and in measuring the reasonableness of rate of return to be achieved by the Developer in implementing the Redevelopment Plan with the adoption of said legislation.

8.2 Representations of the Developer. The Developer hereby represents and warrants it has full power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings. This Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as to the date first above written.

“CITY”

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

“DEVELOPER”

NORTHSIDE REGENERATION, LLC,
a Missouri limited liability company

By: _____
Name: _____
Title: Manager _____

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

On this ____ day of _____, 2009, before me appeared Francis G. Slay, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in

OF ST. LOUIS, MISSOURI AN AREA BOUNDED BY THE SOUTH RIGHT OF WAY OF INTERSTATE 64 (FORMERLY HIGHWAY 40), THE WEST RIGHT OF WAY OF GRAND BOULEVARD AND INTERSTATE 70 (A.K.A. MARK TWAIN EXPRESSWAY) WITHIN THE CITY LIMITS OF ST. LOUIS, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

7. BEGINNING AT THE INTERSECTION OF THE NORTHERN PROLONGATION OF THE WEST RIGHT OF WAY LINE OF 22ND (60 FOOT WIDE) STREET WITH THE NORTH RIGHT OF WAY LINE OF MARKET (100 FOOT WIDE) STREET;
- 3) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 76 DEGREES 40 MINUTES 07 SECONDS EAST, A DISTANCE OF 90.47 FEET TO THE WEST RIGHT OF WAY LINE OF THE NORTH-SOUTH DISTRIBUTOR EXPRESSWAY, BEING THE EAST LINE OF CITY BLOCK 6473;
- 4) THENCE ALONG SAID WEST RIGHT OF WAY LINE OF THE NORTH-SOUTH DISTRIBUTOR EXPRESSWAY THE FOLLOWING COURSES AND DISTANCES: NORTH 14 DEGREES 15 MINUTES 21 SECONDS EAST, A DISTANCE OF 4.26 FEET; NORTH 04 DEGREES 26 MINUTES 01 SECONDS EAST, A DISTANCE OF 159.19 FEET; NORTH 20 DEGREES 51 MINUTES 15 SECONDS WEST, A DISTANCE OF 73.79 FEET; AND NORTH 14 DEGREES 45 MINUTES 44 SECONDS EAST, A DISTANCE OF 116.81 FEET TO THE SOUTH RIGHT OF WAY LINE OF PINE (60 FOOT WIDE) STREET;
- 5) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 76 DEGREES 15 MINUTES 27 SECONDS WEST, A DISTANCE OF 301.02 FEET TO THE WEST RIGHT OF WAY LINE OF 23RD (60 FOOT WIDE) STREET;
- 6) THENCE ALONG SAID WEST RIGHT OF WAY LINE, AND THE NORTHERN PROLONGATION OF SAID 23RD STREET, NORTH 14 DEGREES 44 MINUTES 01 SECONDS EAST, A DISTANCE OF 1253.36 FEET TO THE NORTH RIGHT OF WAY LINE OF WASHINGTON (80 FOOT WIDE) STREET, SAID RIGHT OF WAY LINE BEING THE SOUTH LINE OF THE "WEST TOWN LOFTS TIF DISTRICT";
- 7) THENCE ALONG SAID "WEST TOWN LOFTS TIF DISTRICT" THE FOLLOWING COURSES AND DISTANCES: ALONG THE NORTH RIGHT OF WAY LINE OF SAID WASHINGTON STREET, SOUTH 75 DEGREES 15 MINUTES 38 SECONDS EAST, A DISTANCE OF 320.91 FEET TO THE WEST RIGHT OF WAY LINE OF 22ND (60 FOOT WIDE) STREET; ALONG THE WEST RIGHT OF WAY LINE OF SAID 22ND STREET, NORTH 14 DEGREES 43 MINUTES 35 SECONDS EAST, A DISTANCE OF 352.45 FEET TO THE NORTH LINE OF AN EAST-WEST ALLEY (15 FOOT WIDE); ALONG SAID NORTH LINE, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 138.00 FEET; LEAVING SAID NORTH LINE, NORTH 14 DEGREES 43 MINUTES 35 SECONDS EAST, A DISTANCE OF 144.58 FEET TO THE TO THE SOUTH RIGHT OF WAY LINE OF DELMAR (80 FOOT WIDE) BOULEVARD; ALONG THE SOUTH RIGHT OF WAY LINE OF SAID DELMAR BOULEVARD, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 30.00 FEET; LEAVING SAID SOUTH RIGHT OF WAY LINE, SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 144.58 FEET TO THE NORTH LINE OF THE AFOREMENTIONED EAST-WEST ALLEY; ALONG SAID NORTH LINE, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 67.00 FEET; LEAVING SAID NORTH LINE, SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 164.66 FEET TO THE NORTH RIGHT OF WAY LINE OF LUCAS (50 FOOT WIDE) STREET;
- 8) THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LUCAS STREET, LEAVING SAID "WEST TOWN LOFTS TIF DISTRICT" NORTH 75 DEGREES 15 MINUTES 38 SECONDS WEST, A DISTANCE OF 200.94 FEET TO THE WEST RIGHT OF WAY LINE OF 23RD (60 FOOT WIDE) STREET;
- 9) THENCE ALONG SAID WEST RIGHT OF WAY LINE OF 23RD STREET, NORTH 14 DEGREES 43 MINUTES 35 SECONDS EAST, A DISTANCE OF 309.51 FEET TO THE SOUTH RIGHT OF WAY LINE OF DELMAR (80 FOOT WIDE) BOULEVARD;
- 10) THENCE ALONG SAID RIGHT OF WAY LINE OF DELMAR BOULEVARD THE FOLLOWING COURSES AND DISTANCES: NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 257.42 FEET; NORTH 76 DEGREES 58 MINUTES 01 SECONDS WEST, A DISTANCE OF 102.97 FEET; NORTH 75 DEGREES 15 MINUTES 39 SECONDS WEST, A DISTANCE OF 112.83 FEET; NORTH 71 DEGREES 59 MINUTES 30 SECONDS WEST, A DISTANCE OF 350.67 FEET; AND NORTH 75 DEGREES 15 MINUTES 38 SECONDS WEST, A

- DISTANCE OF 200.62 FEET TO THE EAST RIGHT OF WAY LINE OF BEAUMONT (40 FOOT WIDE) STREET;
- 11) THENCE ALONG SAID EAST RIGHT OF WAY LINE, SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 324.33 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAMUEL SHEPARD (60 FOOT) ROAD;
 - 12) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 15 MINUTES 40 SECONDS WEST, A DISTANCE OF 585.50 FEET TO THE WEST RIGHT OF WAY LINE OF LEFFINGWELL (60 FOOT WIDE) AVENUE;
 - 13) THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 14 DEGREES 43 MINUTES 38 SECONDS EAST, A DISTANCE OF 688.69 FEET TO THE SOUTH RIGHT OF WAY LINE OF FRANKLIN (80 FOOT) WIDE AVENUE;
 - 14) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 15 MINUTES 38 SECONDS WEST, A DISTANCE OF 195.93 FEET TO THE SOUTHERN PROLONGATION OF THE EAST LINE OF CALVARY MISSIONARY BAPTIST CHURCH AS RECORDED BY DEED IN BOOK 1624, PAGE 88 OF THE CITY OF ST. LOUIS RECORDER'S OFFICE;
 - 15) THENCE ALONG SAID SOUTHERN PROLONGATION AND SAID EAST LINE, NORTH 38 DEGREES 59 MINUTES 18 SECONDS EAST, A DISTANCE OF 169.97 FEET TO THE SOUTH RIGHT OF WAY LINE OF DR. MARTIN LUTHER KING (80 FOOT WIDE) DRIVE;
 - 16) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF MARTIN LUTHER KING DRIVE, NORTH 51 DEGREES 02 MINUTES 27 SECONDS WEST, A DISTANCE OF 460.35 FEET TO THE EAST RIGHT OF WAY LINE OF REVEREND T.E. HUNTLEY (60 FOOT WIDE) AVENUE;
 - 17) THENCE ALONG SAID EAST RIGHT OF WAY LINE, SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 148.05 FEET TO THE EASTERN PROLOGATION OF THE SOUTHWEST RIGHT OF WAY LINE OF A 20 FOOT WIDE ALLEY;
 - 18) THENCE ALONG SAID EASTERN PROLONGATION AND SAID SOUTHWEST RIGHT OF WAY LINE, NORTH 51 DEGREES 02 MINUTES 27 SECONDS WEST, A DISTANCE OF 541.67 FEET TO THE EAST RIGHT OF WAY LINE OF GARRISON (60 FOOT WIDE) AVENUE;
 - 19) THENCE ALONG SAID EAST RIGHT OF WAY LINE, SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 83.25 FEET TO THE SOUTH RIGHT OF WAY LINE OF BELL (60 FOOT WIDE) AVENUE;
 - 20) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 08 MINUTES 44 SECONDS WEST, A DISTANCE OF 570.09 FEET TO THE WEST RIGHT OF WAY LINE OF CARDINAL (60 FOOT WIDE) AVENUE;
 - 21) THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 14 DEGREES 43 MINUTES 35 SECONDS EAST, A DISTANCE OF 336.95 FEET TO THE SOUTH RIGHT OF WAY LINE OF SCHOOL (40 FOOT WIDE) STREET;
 - 22) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 08 MINUTES 44 SECONDS WEST, A DISTANCE OF 94.20 FEET;
 - 23) THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, CROSSING SCHOOL STREET, NORTH 14 DEGREES 51 MINUTES 16 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST RIGHT OF WAY LINE OF A 20 FOOT WIDE ALLEY;
 - 24) THENCE ALONG SAID SOUTHWEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 50 DEGREES 15 MINUTES 42 SECONDS WEST, A DISTANCE OF 513.58 FEET; AND NORTH 59 DEGREES 08 MINUTES 26 SECONDS WEST, A DISTANCE OF 158.53 TO THE EAST RIGHT OF WAY LINE OF COMPTON (80 FOOT WIDE) AVENUE;
 - 25) THENCE CROSSING SAID COMPTON AVENUE, SOUTH 89 DEGREES 36 MINUTES 58 SECONDS WEST, A DISTANCE OF 80.00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID COMPTON AVENUE;

- 26) THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 00 DEGREES 23 MINUTES 02 SECONDS WEST, A DISTANCE OF 286.71 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE AFOREMENTIONED DR. MARTIN LUTHER KING DRIVE;
- 27) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, THE FOLLOWING COURSES AND DISTANCES: NORTH 50 DEGREES 15 MINUTES 42 SECONDS WEST, A DISTANCE OF 88.33 FEET; NORTH 37 DEGREES 02 MINUTES 05 SECONDS WEST, A DISTANCE OF 297.40 FEET; SOUTH 71 DEGREES 45 MINUTES 27 SECONDS WEST, A DISTANCE OF 18.31 FEET; SOUTH 89 DEGREES 36 MINUTES 58 SECONDS WEST, A DISTANCE OF 60.00 FEET; NORTH 00 DEGREES 23 MINUTES 02 SECONDS WEST, A DISTANCE OF 120.60 FEET; AND NORTH 32 DEGREES 49 MINUTES 02 SECONDS WEST, A DISTANCE OF 60.34 FEET TO THE SOUTH RIGHT OF WAY LINE OF PAGE (100 FOOT WIDE) BOULEVARD;
- 28) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF PAGE BOULEVARD AND NORTH LINE OF THE "GRAND CENTER TIF DISTRICT", NORTH 60 DEGREES 27 MINUTES 32 SECONDS WEST, A DISTANCE OF 689.24 FEET TO THE WEST RIGHT OF WAY LINE OF GRAND (VARIABLE WIDTH) BOULEVARD;
- 29) THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 24 DEGREES 23 MINUTES 28 SECONDS EAST, A DISTANCE OF 407.52 FEET TO THE WESTERN PROLONGATION OF THE NORTH RIGHT OF WAY LINE OF EVANS (60 FOOT WIDE) AVENUE;
- 30) THENCE ALONG SAID WESTERN PROLONGATION, SOUTH 59 DEGREES 51 MINUTES 38 SECONDS EAST, A DISTANCE OF 80.80 FEET TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF THE AFORMENTIONED GRAND AVENUE WITH THE NORTH RIGHT OF WAY LINE OF THE AFORMENTIONED EVANS AVENUE, BEING THE SOUTH LINE OF THE "GRAND/COZENS/EVANS TIF DISTRICT";
- 31) THENCE ALONG SAID "GRAND/COZENS/EVANS TIF DISTRICT" THE FOLLOWING COURSES AND DISTANCES: ALONG THE NORTH RIGHT OF WAY OF EVANS AVENUE, SOUTH 59 DEGREES 51 MINUTES 38 SECONDS EAST, A DISTANCE OF 369.51 FEET; LEAVING SAID NORTH RIGHT OF WAY OF EVANS AVENUE, NORTH 29 DEGREES 22 MINUTES 56 SECONDS EAST, A DISTANCE OF 113.50 FEET; NORTH 59 DEGREES 37 MINUTES 04 SECONDS WEST, A DISTANCE OF 25.00 FEET; NORTH 29 DEGREES 22 MINUTES 56 SECONDS EAST, A DISTANCE OF 128.50 FEET TO THE SOUTH RIGHT OF WAY LINE OF COZENS (40 FOOT WIDE) AVENUE; ALONG SAID SOUTH RIGHT OF WAY LINE OF COZENS AVENUE, NORTH 59 DEGREES 37 MINUTES 04 SECONDS WEST, A DISTANCE OF 366.23 FEET TO THE EAST RIGHT OF WAY LINE OF THE AFOREMENTIONED GRAND BOULEVARD;
- 32) THENCE LEAVING SAID "GRAND/COZENS/EVANS TIF DISTRICT" ALONG THE WESTERN PROLONGATION OF THE SOUTH RIGHT OF WAY LINE OF THE AFOREMENTIONED COZENS AVENUE, NORTH 59 DEGREES 37 MINUTES 04 SECONDS WEST, A DISTANCE OF 80.44 FEET TO THE WEST RIGHT OF WAY LINE OF THE AFOREMENTIONED GRAND BOULEVARD;
- 33) THENCE ALONG SAID WEST RIGHT OF WAY LINE OF GRAND BOULEVARD THE FOLLOWING COURSES AND DISTANCES: NORTH 24 DEGREES 23 MINUTES 28 SECONDS EAST, A DISTANCE OF 354.46 FEET; NORTH 27 DEGREES 49 MINUTES 39 SECONDS EAST, A DISTANCE OF 1359.27 FEET; NORTH 16 DEGREES 31 MINUTES 03 SECONDS EAST, A DISTANCE OF 101.98 FEET; AND NORTH 27 DEGREES 49 MINUTES 39 SECONDS EAST, A DISTANCE OF 1424.58 FEET TO THE NORTH RIGHT OF WAY LINE OF ST. LOUIS (100 FOOT WIDE) AVENUE;
- 34) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 60 DEGREES 18 MINUTES 11 SECONDS EAST, A DISTANCE OF 1191.52 FEET TO THE WEST RIGHT OF WAY LINE OF GLASGOW (60 FOOT WIDE) AVENUE;
- 35) THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 27 DEGREES 41 MINUTES 28 SECONDS EAST, A DISTANCE OF 2570.70 FEET TO THE NORTH RIGHT OF WAY LINE OF NATURAL BRIDGE (VARIABLE WIDTH);
- 36) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, THE FOLLOWING COURSES AND DISTANCES: SOUTH 56 DEGREES 14 MINUTES 15 SECONDS EAST, A DISTANCE OF 250.65 FEET; AND SOUTH 59 DEGREES 16 MINUTES 29 SECONDS EAST, A DISTANCE OF 1547.52 FEET TO THE NORTH RIGHT OF WAY LINE OF PALM

- (VARIABLE WIDTH) STREET;
- 37) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 73 DEGREES 47 MINUTES 14 SECONDS EAST, A DISTANCE OF 1662.69 FEET TO THE NORTHERN PROLONGATION OF THE WEST LINE OF CITY BLOCK 1138 OF THE CITY OF ST. LOUIS;
- 38) THENCE ALONG SAID NORTHERN PROLONGATION AND SAID WEST LINE OF CITY BLOCK 1138, SOUTH 16 DEGREES 58 MINUTES 55 SECONDS WEST, A DISTANCE OF 232.27 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF NORTH FLORISSANT (98 FOOT WIDE) AVENUE;
- 39) THENCE ALONG SAID NORTHEAST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 23 DEGREES 07 MINUTES 14 SECONDS EAST, A DISTANCE OF 1362.08 FEET; SOUTH 73 DEGREES 01 MINUTES 05 SECONDS EAST, A DISTANCE OF 60.00 FEET; SOUTH 16 DEGREES 58 MINUTES 55 SECONDS WEST, A DISTANCE OF 77.55 FEET; SOUTH 73 DEGREES 16 MINUTES 38 SECONDS EAST, A DISTANCE OF 29.71 FEET; SOUTH 24 DEGREES 15 MINUTES 40 SECONDS EAST, A DISTANCE OF 250.17 FEET; SOUTH 68 DEGREES 50 MINUTES 25 SECONDS WEST, A DISTANCE OF 12.02 FEET; SOUTH 24 DEGREES 15 MINUTES 40 SECONDS EAST, A DISTANCE OF 2361.98 FEET; AND SOUTH 21 DEGREES 44 MINUTES 52 SECONDS EAST, A DISTANCE OF 269.99 FEET TO THE NORTH RIGHT OF WAY LINE CHAMBERS (60 FOOT WIDE) STREET;
- 40) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 68 DEGREES 50 MINUTES 28 SECONDS EAST, A DISTANCE OF 677.87 FEET TO THE NORTHERN PROLONGATION OF THE WEST LINE OF CITY BLOCK 629 OF THE CITY OF ST. LOUIS;
- 41) THENCE ALONG SAID NORTHERN PROLONGATION AND SAID WEST LINE OF CITY BLOCK 629, SOUTH 19 DEGREES 34 MINUTES 07 SECONDS EAST, A DISTANCE OF 364.09 FEET TO THE SOUTHWEST CORNER, THEREOF;
- 42) THENCE ALONG THE SOUTH LINE OF SAID CITY BLOCK 629, NORTH 74 DEGREES 18 MINUTES 04 SECONDS EAST, DISTANCE OF 313.15 FEET TO THE SOUTH EAST CORNER, THEREOF;
- 43) THENCE ALONG THE EAST LINE OF SAID CITY BLOCK 629 AND ITS NORTHERN PROLONGATION, NORTH 19 DEGREES 46 MINUTES 40 SECONDS WEST, A DISTANCE OF 393.86 FEET TO THE NORTH RIGHT OF WAY LINE OF THE AFOREMENTIONED CHAMBERS STREET;
- 44) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 68 DEGREES 50 MINUTES 28 SECONDS EAST, A DISTANCE OF 781.25 FEET TO THE EAST RIGHT OF WAY LINE OF 11TH (VARIABLE WIDTH) STREET (SUBJECT TO THE WEST RIGHT OF WAY LINE OF THE AFOREMENTIONED INTERSTATE 70);
- 45) THENCE ALONG SAID EAST RIGHT OF WAY, THE FOLLOWING COURSES AND DISTANCES: SOUTH 21 DEGREES 06 MINUTES 32 SECONDS EAST, A DISTANCE OF 59.92 FEET; SOUTH 21 DEGREES 20 MINUTES 08 SECONDS EAST, A DISTANCE OF 393.07 FEET; SOUTH 01 DEGREES 41 MINUTES 52 SECONDS WEST, A DISTANCE OF 193.60 FEET; AND SOUTH 14 DEGREES 44 MINUTES 02 SECONDS WEST, A DISTANCE OF 42.19 FEET TO THE WEST RIGHT OF WAY LINE OF SAID INTERSTATE 70;
- 46) THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 19 DEGREES 42 MINUTES 42 SECONDS EAST, A DISTANCE OF 192.84 FEET; NORTH 75 DEGREES 15 MINUTES 56 SECONDS WEST, A DISTANCE OF 9.15 FEET; SOUTH 17 DEGREES 16 MINUTES 16 SECONDS EAST, A DISTANCE OF 47.17 FEET; SOUTH 75 DEGREES 15 MINUTES 56 SECONDS EAST, A DISTANCE OF 21.67 FEET; SOUTH 25 DEGREES 36 MINUTES 26 SECONDS EAST, A DISTANCE OF 144.39 FEET; SOUTH 05 DEGREES 13 MINUTES 09 SECONDS EAST, A DISTANCE OF 42.48 FEET; SOUTH 41 DEGREES 34 MINUTES 06 SECONDS WEST, A DISTANCE OF 32.07 FEET; NORTH 75 DEGREES 15 MINUTES 56 SECONDS WEST, A DISTANCE OF 95.16 FEET; SOUTH 14 DEGREES 44 MINUTES 04 SECONDS WEST, A DISTANCE OF 37.50 FEET; SOUTH 75 DEGREES 15 MINUTES 56 SECONDS EAST, A DISTANCE OF 185.14 FEET; SOUTH 35 DEGREES 34 MINUTES 33 SECONDS EAST, A DISTANCE OF 157.43 FEET; SOUTH 01 DEGREES 44 MINUTES 15 SECONDS WEST, A DISTANCE OF 61.60 FEET; SOUTH 75 DEGREES 11 MINUTES 05 SECONDS EAST, A DISTANCE OF 90.00 FEET; SOUTH 23 DEGREES 02 MINUTES 30 SECONDS EAST, A DISTANCE OF 73.46 FEET; SOUTH 02

- DEGREES 36 MINUTES 44 SECONDS EAST, A DISTANCE OF 201.24 FEET; SOUTH 15 DEGREES 49 MINUTES 27 SECONDS EAST, A DISTANCE OF 127.85 FEET; SOUTH 20 DEGREES 29 MINUTES 45 SECONDS EAST, A DISTANCE OF 104.01 FEET; SOUTH 75 DEGREES 15 MINUTES 56 SECONDS EAST, A DISTANCE OF 20.00 FEET; SOUTH 14 DEGREES 44 MINUTES 04 SECONDS WEST, A DISTANCE OF 33.58 FEET; SOUTH 21 DEGREES 47 MINUTES 35 SECONDS EAST, A DISTANCE OF 210.01 FEET; SOUTH 75 DEGREES 15 MINUTES 56 SECONDS EAST, A DISTANCE OF 60.00 FEET; SOUTH 14 DEGREES 44 MINUTES 04 SECONDS WEST, A DISTANCE OF 106.97 FEET; AND SOUTH 26 DEGREES 17 MINUTES 56 SECONDS EAST, A DISTANCE OF 191.10 FEET TO THE SOUTH RIGHT OF WAY LINE OF CASS (80 FOOT WIDE) STREET;
- 47) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 11 MINUTES 20 SECONDS WEST, A DISTANCE OF 785.46 FEET TO THE EAST RIGHT OF WAY LINE OF 10TH (60 FOOT WIDE) STREET;
- 48) THENCE ALONG SAID EAST RIGHT OF WAY LINE, SOUTH 14 DEGREES 44 MINUTES 04 SECONDS WEST, A DISTANCE OF 917.75 FEET TO THE SOUTH RIGHT OF WAY LINE OF O'FALLON (60 FOOT WIDE) STREET;
- 49) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 11 MINUTES 13 SECONDS WEST, A DISTANCE OF 608.42 FEET TO THE EAST RIGHT OF WAY LINE OF HADLEY (50 FOOT WIDE) STREET;
- 50) THENCE ALONG SAID EAST RIGHT OF WAY LINE, SOUTH 14 DEGREES 44 MINUTES 00 SECONDS WEST, A DISTANCE OF 1204.43 FEET TO THE SOUTH RIGHT OF WAY LINE OF COLE (60 FOOT WIDE) STREET;
- 51) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 211.79 FEET TO THE EAST RIGHT OF WAY LINE OF TUCKER (98 FOOT WIDE) BOULEVARD;
- 52) THENCE ALONG SAID EAST RIGHT OF WAY LINE; SOUTH 15 DEGREES 14 MINUTES 24 SECONDS WEST, A DISTANCE OF 340.01 FEET TO THE NORTH RIGHT OF WAY LINE OF DR. MARTIN LUTHER KING (75 FOOT WIDE) DRIVE;
- 53) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 75 DEGREES 11 MINUTES 03 SECONDS EAST, A DISTANCE OF 217.34 FEET TO THE EAST RIGHT OF WAY LINE OF HADLEY (50 FOOT WIDE) STREET;
- 54) THENCE ALONG SAID EAST RIGHT OF WAY LINE; SOUTH 14 DEGREES 44 MINUTES 00 SECONDS WEST, A DISTANCE OF 398.50 FEET TO THE NORTH RIGHT OF WAY LINE OF DELMAR (80 FOOT WIDE) BOULEVARD;
- 55) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 75 DEGREES 11 MINUTES 03 SECONDS EAST, A DISTANCE OF 120.23 FEET TO THE NORTHERN PROJECTION OF THE EAST RIGHT OF WAY LINE OF AN 18 FOOT WIDE ALLEY IN CITY BLOCK 531;
- 56) THENCE ALONG SAID NORTHERN PROJECTION AND THE EAST RIGHT OF WAY LINE OF SAID ALLEY, SOUTH 14 DEGREES 42 MINUTES 42 SECONDS WEST, A DISTANCE OF 376.15 FEET TO THE SOUTH RIGHT OF WAY LINE OF LUCAS (43 FOOT WIDE) AVENUE;
- 57) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 16 MINUTES 26 SECONDS WEST, A DISTANCE OF 464.78 FEET TO THE WEST RIGHT OF WAY LINE OF TUCKER (VARIABLE WIDTH) STREET;
- 58) THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 16 DEGREES 09 MINUTES 30 SECONDS EAST, A DISTANCE OF 66.49 FEET; NORTH 28 DEGREES 56 MINUTES 48 SECONDS EAST, A DISTANCE OF 10.32 FEET; NORTH 16 DEGREES 16 MINUTES 01 SECONDS EAST, A DISTANCE OF 66.44 FEET; NORTH 20 DEGREES 54 MINUTES 34 SECONDS EAST, A DISTANCE OF 40.23 FEET; NORTH 21 DEGREES 05 MINUTES 35 SECONDS EAST, A DISTANCE OF 66.76 FEET; AND NORTH 14 DEGREES 43 MINUTES 53 SECONDS EAST, A DISTANCE OF 44.75 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE AFOREMENTIONED DELMAR BOULEVARD;
- 59) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 74 DEGREES 22 MINUTES 11 SECONDS WEST, A DISTANCE OF 192.00 FEET TO THE WEST RIGHT OF WAY LINE OF 13TH (40 FOOT WIDE) STREET THE FOLLOWING COURSES AND DISTANCES: NORTH 16 DEGREES 53 MINUTES 50 SECONDS EAST, A

- DISTANCE OF 80.00 FEET; SOUTH 73 DEGREES 06 MINUTES 10 SECONDS EAST, A DISTANCE OF 6.76 FEET; AND NORTH 14 DEGREES 43 MINUTES 56 SECONDS EAST, A DISTANCE OF 141.94 FEET TO THE SOUTH RIGHT OF WAY OF GAY (40 FOOT WIDE) STREET;
- 60) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 138.08 FEET TO THE EAST LINE OF LAND NOW OR FORMERLY OF MARSHALL A. & SHARON I. PODOLSKY, H/W AS RECORDED BY DEED IN BOOK 1648, PAGE 577 OF SAID RECORDER'S OFFICE;
- 61) THENCE ALONG SAID EAST LINE, NORTH 14 DEGREES 43 MINUTES 56 SECONDS EAST, A DISTANCE OF 182.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE AFOREMENTIONED DR. MARTIN LUTHER KING DRIVE;
- 62) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 247.92 FEET TO THE EAST RIGHT OF WAY LINE OF 14TH (80 FOOT WIDE) STREET;
- 63) THENCE ALONG SAID EAST RIGHT OF WAY LINE, SOUTH 14 DEGREES 43 MINUTES 53 SECONDS WEST, A DISTANCE OF 389.97 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE AFOREMENTIONED DELMAR BOULEVARD;
- 64) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 09 MINUTES 57 SECONDS WEST, A DISTANCE OF 2240.80 FEET TO THE WEST RIGHT OF WAY LINE OF 19TH (60 FOOT WIDE) STREET;
- 65) THENCE ALONG SAID EAST RIGHT OF WAY LINE; NORTH 14 DEGREES 43 MINUTES 35 SECONDS EAST, A DISTANCE OF 389.25 FEET TO THE SOUTH RIGHT OF WAY LINE OF DR. MARTIN LUTHER KING (75 FOOT WIDE) DRIVE;
- 66) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 376.00 FEET TO THE EAST RIGHT OF WAY LINE OF 20TH (60 FOOT WIDE) STREET;
- 67) THENCE ALONG SAID EAST RIGHT OF WAY LINE, BEING ADJACENT TO THE "TUDOR BUILDING/1818 WASHINGTON TIF DISTRICT" (LOCATED EAST OF THE EAST RIGHT OF WAY OF 20TH STREET) SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 965.11 FEET TO THE SOUTH RIGHT OF WAY LINE OF WAY LINE OF WASHINGTON (80 FOOT WIDE) AVENUE;
- 68) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 17 MINUTES 08 SECONDS WEST, A DISTANCE OF 159.98 FEET TO THE WEST LINE OF THE "110 NORTH CONDOMINIUM LLC TIF DISTRICT";
- 69) THENCE ALONG SAID WEST LINE, SOUTH 14 DEGREES 01 MINUTES 52 SECONDS WEST, A DISTANCE OF 150.01 FEET TO THE NORTH RIGHT OF WAY LINE OF ST. CHARLES (38.50 FOOT WIDE) STREET;
- 70) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 75 DEGREES 17 MINUTES 08 SECONDS WEST, A DISTANCE OF 161.80 FEET TO THE EAST RIGHT OF WAY LINE OF 20TH (60 FOOT WIDE) STREET;
- 71) THENCE ALONG SAID EAST RIGHT OF WAY LINE; SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 420.50 FEET TO THE NORTH RIGHT OF WAY LINE OF AN ALLEY (19 FEET 10 INCHES WIDE) LOCATED IN CITY BLOCK 900;
- 72) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 75 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 398.00 FEET TO THE EAST RIGHT OF WAY LINE OF THE AFOREMENTIONED 19TH STREET;
- 73) THENCE ALONG SAID EAST RIGHT OF WAY LINE; SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 420.30 FEET TO THE NORTH RIGHT OF WAY LINE OF PINE (60 FOOT WIDE) STREET;
- 74) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 75 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 794.40 FEET TO THE EAST RIGHT OF WAY LINE OF 17TH (60 FOOT WIDE) STREET;

- 75) THENCE ALONG SAID EAST RIGHT OF WAY LINE; SOUTH 14 DEGREES 42 MINUTES 42 SECONDS WEST, A DISTANCE OF 353.67 FEET TO THE SOUTH RIGHT OF WAY LINE OF CHESTNUT (60 FOOT WIDE) STREET;
- 76) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 17 MINUTES 08 SECONDS WEST, A DISTANCE OF 1192.49 FEET TO THE EAST RIGHT OF WAY LINE OF THE AFOREMENTIONED 20TH STREET;
- 77) THENCE ALONG SAID EAST RIGHT OF WAY LINE, SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 948.33 FEET TO THE SOUTH RIGHT OF WAY LINE OF EUGENIA (60 FOOT WIDE) STREET;
- 78) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF EUGENIA STREET, NORTH 75 DEGREES 21 MINUTES 37 SECONDS WEST, A DISTANCE OF 384.87 FEET TO THE EAST RIGHT OF WAY LINE OF 21ST (60 FOOT WIDE) STREET;
- 79) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF 21ST STREET, SOUTH 14 DEGREES 39 MINUTES 41 SECONDS WEST, A DISTANCE OF 120.00 FEET TO THE NORTH RIGHT OF WAY LINE OF AN ALLEY 15 FOOT WIDE;
- 80) THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF SAID ALLEY, SOUTH 75 DEGREES 21 MINUTES 37 SECONDS EAST, A DISTANCE OF 384.74 FEET TO THE EAST RIGHT OF WAY LINE OF THE AFOREMENTIONED 20TH STREET;
- 81) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF 20TH STREET, SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 135.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF CLARK (60 FOOT WIDE) STREET;
- 82) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 21 MINUTES 37 SECONDS WEST, A DISTANCE OF 384.58 WEST TO THE EAST RIGHT OF WAY LINE OF 21ST (60 FOOT WIDE) STREET;
- 83) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF 21ST STREET, SOUTH 14 DEGREES 39 MINUTES 41 SECONDS WEST, A DISTANCE OF 286.11 FEET TO THE SOUTH LINE OF LAND NOW OR FORMERLY OF BI-STATE DEVELOPMENT AS RECORDED BY DEED IN BOOK 1692, PAGE 192 OF THE ST. LOUIS CITY RECORDER'S OFFICE;
- 84) THENCE ALONG SAID SOUTH LINE, SOUTH 74 DEGREES 55 MINUTES 40 SECONDS EAST, A DISTANCE OF 172.58 FEET TO THE EAST RIGHT OF WAY LINE OF A 15 FOOT ALLEY;
- 85) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF AN ALLEY, SOUTH 14 DEGREES 36 MINUTES 47 SECONDS WEST, A DISTANCE OF 342.13 FEET TO THE WEST LINE OF LAND NOW OR FORMERLY OF NATIONAL RAILROAD PASSENGER CORPORATION (AMTRACK) AS RECORDED BY DEED IN BOOK 1642, PAGE 285 OF SAID RECORDER'S OFFICE;
- 86) THENCE ALONG SAID WEST LINE OF AMTRACK, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 439.28 FEET, WITH A CENTRAL ANGLE OF 52 DEGREES 42 MINUTES 46 SECONDS, (WHICH CHORD BEARS SOUTH 40 DEGREES 58 MINUTES 10 SECONDS WEST, A CHORD DISTANCE OF 390.04 FEET), THROUGH AN ARC DISTANCE OF 404.14 FEET TO THE EAST RIGHT OF WAY LINE OF 21ST (60 FOOT WIDE) STREET;
- 87) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF 21ST STREET, NORTH 14 DEGREES 39 MINUTES 41 SECONDS EAST, A DISTANCE OF 135.83 FEET;
- 88) THENCE LEAVING SAID EAST RIGHT OF WAY LINE, CROSSING SAID 21ST STREET AND EXISTING METROLINK LAND, NORTH 75 DEGREES 20 MINUTES 19 SECONDS WEST, A DISTANCE OF 204.70 FEET TO THE SOUTH RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY 40, TO BE KNOWN AS INTERSTATE 64;
- 89) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 80 DEGREES 49 MINUTES 15 SECONDS WEST, A DISTANCE OF 232.79 FEET; NORTH 75 DEGREES 10 MINUTES 33 SECONDS WEST, A DISTANCE OF 120.00 FEET; SOUTH 14 DEGREES 41 MINUTES 37 SECONDS

- WEST, A DISTANCE OF 41.19 FEET; NORTH 75 DEGREES 10 MINUTES 33 SECONDS WEST, A DISTANCE OF 138.00 FEET; SOUTH 14 DEGREES 41 MINUTES 37 SECONDS WEST, A DISTANCE OF 15.00 FEET; NORTH 75 DEGREES 10 MINUTES 33 SECONDS WEST, A DISTANCE OF 99.89 FEET; SOUTH 14 DEGREES 30 MINUTES 20 SECONDS WEST, A DISTANCE OF 79.97 FEET; NORTH 35 DEGREES 20 MINUTES 19 SECONDS WEST, A DISTANCE OF 416.40 FEET; NORTH 57 DEGREES 10 MINUTES 38 SECONDS WEST, A DISTANCE OF 191.72 FEET; NORTH 65 DEGREES 35 MINUTES 36 SECONDS WEST, A DISTANCE OF 351.74 FEET; AND NORTH 75 DEGREES 24 MINUTES 53 SECONDS WEST, A DISTANCE OF 125.09 FEET TO THE EAST RIGHT OF WAY LINE OF JEFFERSON (100 FOOT WIDE) AVENUE;
- 90) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF JEFFERSON ALONG A ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 750.00 FEET, WITH A CENTRAL ANGLE OF 03 DEGREES 23 MINUTES 05 SECONDS (WHICH CHORD BEARS NORTH 23 DEGREES 49 MINUTES 17 SECONDS EAST, A CHORD DISTANCE OF 44.30 FEET) THROUGH AN ARC DISTANCE OF 44.31 FEET;
- 91) THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, NORTH 25 DEGREES 30 MINUTES 50 SECONDS EAST, A DISTANCE OF 275.41 FEET TO THE NORTH RIGHT OF WAY LINE OF THE AFOREMENTIONED MISSOURI STATE HIGHWAY 40;
- 92) THENCE ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 75 DEGREES 16 MINUTES 04 SECONDS EAST, A DISTANCE OF 341.14 FEET; SOUTH 89 DEGREES 54 MINUTES 03 SECONDS EAST, A DISTANCE OF 324.21 FEET; NORTH 72 DEGREES 58 MINUTES 51 SECONDS EAST, A DISTANCE OF 117.47 FEET; NORTH 14 DEGREES 38 MINUTES 29 SECONDS EAST, A DISTANCE OF 15.00 FEET; NORTH 71 DEGREES 47 MINUTES 31 SECONDS EAST, A DISTANCE OF 260.89 FEET; NORTH 71 DEGREES 40 MINUTES 18 SECONDS EAST, A DISTANCE OF 55.31 FEET; AND ALONG A ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 290.00 FEET, WITH A CENTRAL ANGLE OF 26 DEGREES 07 MINUTES 41 SECONDS (WHICH CHORD BEARS NORTH 65 DEGREES 14 MINUTES 23 SECONDS EAST, A CHORD DISTANCE OF 131.10 FEET) THROUGH AN ARC DISTANCE OF 132.25 FEET TO THE WEST RIGHT OF WAY LINE OF THE AFOREMENTIONED 22ND STREET;
- 93) THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 14 DEGREES 39 MINUTES 08 SECONDS EAST, A DISTANCE OF 832.21 FEET TO THE POINT OF BEGINNING.
- 94) THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 1,486 ACRES, EXCEPTING THEREFROM EXISTING METRO-LINK RIGHT OF WAY, IS BASED UPON CITY BLOCK MAPS AND CALCULATIONS PERFORMED BY COLE AND ASSOCIATES, INC. DURING THE MONTHS OF MAY AND JUNE 2008 AND MAY 2009 AND IS SUBJECT TO AN ACTUAL BOUNDARY SURVEY DONE IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS FOR THE STATE OF MISSOURI AND ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, RIGHTS OF WAY, AND ANY CONDITIONS OF RECORD, IF ANY.

EXCEPT THEREFROM THE FOLLOWING DESCRIBED TIF DISTRICTS

ADLER LOFTS CONDO TIF DISTRICT

PARCEL ONE

- 1) A LOT IN BLOCK 2006 OF THE CITY OF ST. LOUIS, FRONTING 100 FEET ON THE NORTH LINE OF WASHINGTON AVENUE BY A DEPTH NORTHWARDLY BETWEEN PARALLEL LINES OF 137 FEET MORE OR LESS TO THE SOUTH LINE OF LUCAS AVENUE; BOUNDED WEST BY A LINE PARALLEL TO AND 75 FEET EAST OF THE EAST LINE OF 21ST STREET OR BY PROPERTY NOW OR FORMERLY OF CRADDOCK-TERRY CO.

PARCEL TWO

- 2) A LOT IN BLOCK 2006 OF THE CITY OF ST. LOUIS FRONTING 75 FEET ON THE NORTH LINE OF WASHINGTON AVENUE BY A DEPTH NORTHWARDLY 137 FEET 9 INCHES, MORE OR LESS, TO THE SOUTH LINE OF LUCAS AVENUE; BOUNDED WEST BY TWENTY-FIRST STREET.

PARCEL THREE

- 3) A LOT IN BLOCK 2007 OF THE CITY OF ST. LOUIS, FRONTING 69 FEET ON THE NORTH LINE OF WASHINGTON AVENUE BY A DEPTH NORTHWARDLY OF 137 FEET, MORE OR LESS, TO THE SOUTH LINE OF LUCAS AVENUE, WITH A WIDTH THEREON OF 69 FEET; BOUNDED EAST BY TWENTY-FIRST STREET, AND WEST BY A LINE 69 FEET WEST OF AND PARALLEL TO THE WEST LINE OF TWENTY-FIRST STREET, OR PROPERTY NOW OR FORMERLY OF MARY JANE BLANKE.

PARCEL FOUR

- 4) A TRACT OF LAND BEING PART OF 21ST STREET, 60.00 FEET WIDE, BETWEEN CITY BLOCKS 2007 AND 2006 OF THE CITY OF ST. LOUIS, MISSOURI; SAID BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WASHINGTON (80.00 FOOT WIDE) AVENUE AND THE WEST LINE OF 21ST (60.00 FOOT WIDE) STREET; THENCE NORTH 02 DEGREES 23 MINUTES 58 SECONDS WEST ALONG THE WEST LINE OF SAID 21ST STREET FOR A DISTANCE OF 136.97 FEET TO A POINT LOCATED ON THE SOUTH LINE OF LUCAS (50.00) AVENUE; THENCE NORTH 87 DEGREES 32 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 60.00 FEET TO A POINT LOCATED ON THE LINE OF SAID 21ST STREET; THENCE SOUTH 02 DEGREES 23 MINUTES 58 SECONDS EAST ALONG THE EAST LINE OF SAID 21ST STREET FOR A DISTANCE OF 136.89 FEET TO A POINT LOCATED ON THE NORTH LINE OF WASHINGTON AVENUE; THENCE SOUTH 87 DEGREES 27 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 8213 SQUARE FEET.

PACKARD LOFTS TIF DISTRICT

- 5) THAT PARCEL LOCATED ON THE NORTHWEST CORNER OF LOCUST STREET AND 22ND STREET, HAVING AN ADDRESS OF 2201 LOCUST AND REFERRED TO AS THE PACKARD LOFTS AND CONTAINING PARCELS 09180000410 THROUGH PARCELS 09180000740.
- 6) THE ABOVE DESCRIBED TRACT 3 IS WITHIN THE PACKARD LOFTS TIF REDEVELOPMENT PLAN, LOCATED AT 2201-2215 LOCUST STREET WITHIN CITY BLOCK 918 OF THE CITY OF ST. LOUIS.

EXHIBIT B**Legal Description of the Redevelopment Project Areas**

RPA A
 SEPTEMBER 2009
 PROJECT NUMBER 07-0236

- 1) A TRACT OF LAND BEING ALL OF OR PART OF THE FOLLOWING: CITY BLOCK 496, CITY BLOCK 895, CITY BLOCK 900, CITY BLOCK 901, CITY BLOCK 902, CITY BLOCK 905, CITY BLOCK 907, CITY BLOCK 908, CITY BLOCK 909, CITY BLOCK 910, CITY BLOCK 917, CITY BLOCK 918, CITY BLOCK 935, CITY BLOCK 936, CITY BLOCK 938, CITY BLOCK 939, CITY BLOCK 940, CITY BLOCK 1695, CITY BLOCK 1696, CITY BLOCK 1699, CITY BLOCK 1709A, CITY BLOCK 1709B, CITY BLOCK 1714, CITY BLOCK 2004, CITY BLOCK 2005, CITY BLOCK 2006, CITY BLOCK 2007, CITY BLOCK 2008, CITY BLOCK 2009, CITY BLOCK 6471, CITY BLOCK 6472, CITY BLOCK 6474 OF THE CITY OF ST. LOUIS, MISSOURI AN AREA BOUNDED BY THE NORTH RIGHT OF WAY OF SCOTT AVENUE, THE WEST RIGHT OF WAY OF JEFFERSON AVENUE, SOUTH RIGHT OF WAY OF DR. MARTIN LUTHER KING DRIVE, AND THE EAST RIGHT OF WAY LINE OF 17TH STREET WITHIN THE CITY LIMITS OF ST. LOUIS, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
- 2) BEGINNING AT THE INTERSECTION OF THE NORTHERN PROLONGATION OF THE WEST RIGHT OF WAY LINE OF 22ND (60 FOOT WIDE) STREET WITH THE NORTH RIGHT OF WAY LINE OF MARKET (100 FOOT WIDE) STREET;
- 3) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 76 DEGREES 40 MINUTES 07 SECONDS EAST, A DISTANCE OF 90.47 FEET TO THE WEST RIGHT OF WAY LINE OF THE NORTH-SOUTH DISTRIBUTOR EXPRESSWAY, BEING THE EAST LINE OF CITY BLOCK 6473;

- 4) THENCE ALONG SAID WEST RIGHT OF WAY LINE OF THE NORTH-SOUTH DISTRIBUTOR EXPRESSWAY THE FOLLOWING COURSES AND DISTANCES: NORTH 14 DEGREES 15 MINUTES 21 SECONDS EAST, A DISTANCE OF 4.26 FEET; NORTH 04 DEGREES 26 MINUTES 01 SECONDS EAST, A DISTANCE OF 159.19 FEET; NORTH 20 DEGREES 51 MINUTES 15 SECONDS WEST, A DISTANCE OF 73.79 FEET; AND NORTH 14 DEGREES 45 MINUTES 44 SECONDS EAST, A DISTANCE OF 116.81 FEET TO THE SOUTH RIGHT OF WAY LINE OF PINE (60 FOOT WIDE) STREET;
- 5) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 76 DEGREES 15 MINUTES 27 SECONDS WEST, A DISTANCE OF 301.02 FEET TO THE WEST RIGHT OF WAY LINE OF 23RD (60 FOOT WIDE) STREET;
- 6) THENCE ALONG SAID WEST RIGHT OF WAY LINE, AND THE NORTHERN PROLONGATION OF SAID 23RD STREET, NORTH 14 DEGREES 44 MINUTES 01 SECONDS EAST, A DISTANCE OF 1253.36 FEET TO THE NORTH RIGHT OF WAY LINE OF WASHINGTON (80 FOOT WIDE) STREET, SAID RIGHT OF WAY LINE BEING THE SOUTH LINE OF THE "WEST TOWN LOFTS TIF DISTRICT";
- 7) THENCE ALONG SAID "WEST TOWN LOFTS TIF DISTRICT" THE FOLLOWING COURSES AND DISTANCES: ALONG THE NORTH RIGHT OF WAY LINE OF SAID WASHINGTON STREET, SOUTH 75 DEGREES 15 MINUTES 38 SECONDS EAST, A DISTANCE OF 320.91 FEET TO THE WEST RIGHT OF WAY LINE OF 22ND (60 FOOT WIDE) STREET; ALONG THE WEST RIGHT OF WAY LINE OF SAID 22ND STREET, NORTH 14 DEGREES 43 MINUTES 35 SECONDS EAST, A DISTANCE OF 352.45 FEET TO THE NORTH LINE OF AN EAST-WEST ALLEY (15 FOOT WIDE); ALONG SAID NORTH LINE, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 138.00 FEET; LEAVING SAID NORTH LINE, NORTH 14 DEGREES 43 MINUTES 35 SECONDS EAST, A DISTANCE OF 144.58 FEET TO THE TO THE SOUTH RIGHT OF WAY LINE OF DELMAR (80 FOOT WIDE) BOULEVARD; ALONG THE SOUTH RIGHT OF WAY LINE OF SAID DELMAR BOULEVARD, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 30.00 FEET; LEAVING SAID SOUTH RIGHT OF WAY LINE, SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 144.58 FEET TO THE NORTH LINE OF THE AFOREMENTIONED EAST-WEST ALLEY; ALONG SAID NORTH LINE, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 67.00 FEET; LEAVING SAID NORTH LINE, SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 164.66 FEET TO THE NORTH RIGHT OF WAY LINE OF LUCAS (50 FOOT WIDE) STREET;
- 8) THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LUCAS STREET, LEAVING SAID "WEST TOWN LOFTS TIF DISTRICT" NORTH 75 DEGREES 15 MINUTES 38 SECONDS WEST, A DISTANCE OF 200.94 FEET TO THE WEST RIGHT OF WAY LINE OF 23RD (60 FOOT WIDE) STREET;
- 9) THENCE ALONG SAID WEST RIGHT OF WAY LINE OF 23RD STREET TO THE NORTH RIGHT OF WAY LINE OF AN ALLEY NORTH OF AND PARALLEL TO DELMAR (80 FOOT WIDE) BOULEVARD;
- 10) THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF SAID ALLEY TO THE EAST RIGHT OF WAY LINE OF 20TH (60 FOOT WIDE) STREET;
- 11) THENCE ALONG SAID EAST RIGHT OF WAY LINE, BEING ADJACENT TO THE "TUDOR BUILDING/1818 WASHINGTON TIF DISTRICT" (LOCATED EAST OF THE EAST RIGHT OF WAY OF 20TH STREET) TO THE SOUTH RIGHT OF WAY LINE OF WAY LINE OF WASHINGTON (80 FOOT WIDE) AVENUE;
- 12) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 17 MINUTES 08 SECONDS WEST, A DISTANCE OF 159.98 FEET TO THE WEST LINE OF THE "110 NORTH CONDOMINIUM LLC TIF DISTRICT";
- 13) THENCE ALONG SAID WEST LINE, SOUTH 14 DEGREES 01 MINUTES 52 SECONDS WEST, A DISTANCE OF 150.01 FEET TO THE NORTH RIGHT OF WAY LINE OF ST. CHARLES (38.50 FOOT WIDE) STREET;
- 14) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 75 DEGREES 17 MINUTES 08 SECONDS WEST, A DISTANCE OF 161.80 FEET TO THE EAST RIGHT OF WAY LINE OF 20TH (60 FOOT WIDE) STREET;
- 15) THENCE ALONG SAID EAST RIGHT OF WAY LINE; SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 420.50 FEET TO THE NORTH RIGHT OF WAY LINE OF AN ALLEY (19 FEET 10 INCHES WIDE) LOCATED IN CITY BLOCK 900;

- 16) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 75 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 398.00 FEET TO THE EAST RIGHT OF WAY LINE OF THE AFOREMENTIONED 19TH STREET;
- 17) THENCE ALONG SAID EAST RIGHT OF WAY LINE; SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 420.30 FEET TO THE NORTH RIGHT OF WAY LINE OF PINE (60 FOOT WIDE) STREET;
- 18) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 75 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 794.40 FEET TO THE EAST RIGHT OF WAY LINE OF 17TH (60 FOOT WIDE) STREET;
- 19) THENCE ALONG SAID EAST RIGHT OF WAY LINE; SOUTH 14 DEGREES 42 MINUTES 42 SECONDS WEST, A DISTANCE OF 353.67 FEET TO THE SOUTH RIGHT OF WAY LINE OF CHESTNUT (60 FOOT WIDE) STREET;
- 20) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 17 MINUTES 08 SECONDS WEST, A DISTANCE OF 1192.49 FEET TO THE EAST RIGHT OF WAY LINE OF THE AFOREMENTIONED 20TH STREET;
- 21) THENCE ALONG SAID EAST RIGHT OF WAY LINE, SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 948.33 FEET TO THE SOUTH RIGHT OF WAY LINE OF EUGENIA (60 FOOT WIDE) STREET;
- 22) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF EUGENIA STREET, NORTH 75 DEGREES 21 MINUTES 37 SECONDS WEST, A DISTANCE OF 384.87 FEET TO THE EAST RIGHT OF WAY LINE OF 21ST (60 FOOT WIDE) STREET;
- 23) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF 21ST STREET, SOUTH 14 DEGREES 39 MINUTES 41 SECONDS WEST, A DISTANCE OF 120.00 FEET TO THE NORTH RIGHT OF WAY LINE OF AN ALLEY 15 FOOT WIDE;
- 24) THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF SAID ALLEY, SOUTH 75 DEGREES 21 MINUTES 37 SECONDS EAST, A DISTANCE OF 384.74 FEET TO THE EAST RIGHT OF WAY LINE OF THE AFOREMENTIONED 20TH STREET;
- 25) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF 20TH STREET, SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 135.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF CLARK (60 FOOT WIDE) STREET;
- 26) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 21 MINUTES 37 SECONDS WEST, A DISTANCE OF 384.58 WEST TO THE EAST RIGHT OF WAY LINE OF 21ST (60 FOOT WIDE) STREET;
- 27) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF 21ST STREET, SOUTH 14 DEGREES 39 MINUTES 41 SECONDS WEST, A DISTANCE OF 286.11 FEET TO THE SOUTH LINE OF LAND NOW OR FORMERLY OF BI-STATE DEVELOPMENT AS RECORDED BY DEED IN BOOK 1692, PAGE 192 OF THE ST. LOUIS CITY RECORDER'S OFFICE;
- 28) THENCE ALONG SAID SOUTH LINE, SOUTH 74 DEGREES 55 MINUTES 40 SECONDS EAST, A DISTANCE OF 172.58 FEET TO THE EAST RIGHT OF WAY LINE OF A 15 FOOT ALLEY;
- 29) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF AN ALLEY, SOUTH 14 DEGREES 36 MINUTES 47 SECONDS WEST, A DISTANCE OF 342.13 FEET TO THE WEST LINE OF LAND NOW OR FORMERLY OF NATIONAL RAILROAD PASSENGER CORPORATION (AMTRACK) AS RECORDED BY DEED IN BOOK 1642, PAGE 285 OF SAID RECORDER'S OFFICE;
- 30) THENCE ALONG SAID WEST LINE OF AMTRACK, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 439.28 FEET, WITH A CENTRAL ANGLE OF 52 DEGREES 42 MINUTES 46 SECONDS, (WHICH CHORD BEARS SOUTH 40 DEGREES 58 MINUTES 10 SECONDS WEST, A CHORD DISTANCE OF 390.04 FEET), THROUGH AN ARC DISTANCE OF 404.14 FEET TO THE EAST RIGHT OF WAY LINE OF 21ST (60 FOOT WIDE) STREET;
- 31) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF 21ST STREET, NORTH 14 DEGREES 39 MINUTES 41

- SECONDS EAST, A DISTANCE OF 135.83 FEET;
- 32) THENCE LEAVING SAID EAST RIGHT OF WAY LINE, CROSSING SAID 21ST STREET AND EXISTING METROLINK LAND, NORTH 75 DEGREES 20 MINUTES 19 SECONDS WEST, A DISTANCE OF 204.70 FEET TO THE SOUTH RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY 40, TO BE KNOWN AS INTERSTATE 64;
- 33) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 80 DEGREES 49 MINUTES 15 SECONDS WEST, A DISTANCE OF 232.79 FEET; NORTH 75 DEGREES 10 MINUTES 33 SECONDS WEST, A DISTANCE OF 120.00 FEET; SOUTH 14 DEGREES 41 MINUTES 37 SECONDS WEST, A DISTANCE OF 41.19 FEET; NORTH 75 DEGREES 10 MINUTES 33 SECONDS WEST, A DISTANCE OF 138.00 FEET; SOUTH 14 DEGREES 41 MINUTES 37 SECONDS WEST, A DISTANCE OF 15.00 FEET; NORTH 75 DEGREES 10 MINUTES 33 SECONDS WEST, A DISTANCE OF 99.89 FEET; SOUTH 14 DEGREES 30 MINUTES 20 SECONDS WEST, A DISTANCE OF 79.97 FEET; NORTH 35 DEGREES 20 MINUTES 19 SECONDS WEST, A DISTANCE OF 416.40 FEET; NORTH 57 DEGREES 10 MINUTES 38 SECONDS WEST, A DISTANCE OF 191.72 FEET; NORTH 65 DEGREES 35 MINUTES 36 SECONDS WEST, A DISTANCE OF 351.74 FEET; AND NORTH 75 DEGREES 24 MINUTES 53 SECONDS WEST, A DISTANCE OF 125.09 FEET TO THE EAST RIGHT OF WAY LINE OF JEFFERSON (100 FOOT WIDE) AVENUE;
- 34) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF JEFFERSON ALONG A ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 750.00 FEET, WITH A CENTRAL ANGLE OF 03 DEGREES 23 MINUTES 05 SECONDS (WHICH CHORD BEARS NORTH 23 DEGREES 49 MINUTES 17 SECONDS EAST, A CHORD DISTANCE OF 44.30 FEET) THROUGH AN ARC DISTANCE OF 44.31 FEET;
- 35) THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, NORTH 25 DEGREES 30 MINUTES 50 SECONDS EAST, A DISTANCE OF 275.41 FEET TO THE NORTH RIGHT OF WAY LINE OF THE AFOREMENTIONED MISSOURI STATE HIGHWAY 40;
- 36) THENCE ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 75 DEGREES 16 MINUTES 04 SECONDS EAST, A DISTANCE OF 341.14 FEET; SOUTH 89 DEGREES 54 MINUTES 03 SECONDS EAST, A DISTANCE OF 324.21 FEET; NORTH 72 DEGREES 58 MINUTES 51 SECONDS EAST, A DISTANCE OF 117.47 FEET; NORTH 14 DEGREES 38 MINUTES 29 SECONDS EAST, A DISTANCE OF 15.00 FEET; NORTH 71 DEGREES 47 MINUTES 31 SECONDS EAST, A DISTANCE OF 260.89 FEET; NORTH 71 DEGREES 40 MINUTES 18 SECONDS EAST, A DISTANCE OF 55.31 FEET; AND ALONG A ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 290.00 FEET, WITH A CENTRAL ANGLE OF 26 DEGREES 07 MINUTES 41 SECONDS (WHICH CHORD BEARS NORTH 65 DEGREES 14 MINUTES 23 SECONDS EAST, A CHORD DISTANCE OF 131.10 FEET) THROUGH AN ARC DISTANCE OF 132.25 FEET TO THE WEST RIGHT OF WAY LINE OF THE AFOREMENTIONED 22ND STREET;
- 37) THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 14 DEGREES 39 MINUTES 08 SECONDS EAST, A DISTANCE OF 832.21 FEET TO THE POINT OF BEGINNING
- 38) THE ABOVE DESCRIBED TRACT OF LAND IS BASED UPON CITY BLOCK MAPS AND CALCULATIONS PERFORMED BY COLE AND ASSOCIATES, INC. DURING THE MONTHS OF JULY 2008 AND JANUARY 2009 AND IS SUBJECT TO AN ACTUAL BOUNDARY SURVEY DONE IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS FOR THE STATE OF MISSOURI AND ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, RIGHTS OF WAY, AND ANY CONDITIONS OF RECORD, IF ANY.

EXCEPT THEREFROM THE FOLLOWING DESCRIBED TIF DISTRICTS

ADLER LOFTS CONDO TIF DISTRICT

PARCEL ONE

- 1) A LOT IN BLOCK 2006 OF THE CITY OF ST. LOUIS, FRONTING 100 FEET ON THE NORTH LINE OF WASHINGTON AVENUE BY A DEPTH NORTHWARDLY BETWEEN PARALLEL LINES OF 137 FEET MORE OR LESS TO THE SOUTH LINE OF LUCAS AVENUE; BOUNDED WEST BY A LINE PARALLEL TO AND 75

FET EAST OF THE EAST LINE OF 21ST STREET OR BY PROPERTY NOW OR FORMERLY OF CRADDOCK-TERRY CO.

PARCEL TWO

- 2) A LOT IN BLOCK 2006 OF THE CITY OF ST. LOUIS FRONTING 75 FEET ON THE NORTH LINE OF WASHINGTON AVENUE BY A DEPTH NORTHWARDLY 137 FEET 9 INCHES, MORE OR LESS, TO THE SOUTH LINE OF LUCAS AVENUE; BOUNDED WEST BY TWENTY-FIRST STREET.

PARCEL THREE

- 3) A LOT IN BLOCK 2007 OF THE CITY OF ST. LOUIS, FRONTING 69 FEET ON THE NORTH LINE OF WASHINGTON AVENUE BY A DEPTH NORTHWARDLY OF 137 FEET, MORE OR LESS, TO THE SOUTH LINE OF LUCAS AVENUE, WITH A WIDTH THEREON OF 69 FEET; BOUNDED EAST BY TWENTY-FIRST STREET, AND WEST BY A LINE 69 FEET WEST OF AND PARALLEL TO THE WEST LINE OF TWENTY-FIRST STREET, OR PROPERTY NOW OR FORMERLY OF MARY JANE BLANKE.

PARCEL FOUR

- 4) A TRACT OF LAND BEING PART OF 21ST STREET, 60.00 FEET WIDE, BETWEEN CITY BLOCKS 2007 AND 2006 OF THE CITY OF ST. LOUIS, MISSOURI; SAID BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WASHINGTON (80.00 FOOT WIDE) AVENUE AND THE WEST LINE OF 21ST (60.00 FOOT WIDE) STREET; THENCE NORTH 02 DEGREES 23 MINUTES 58 SECONDS WEST ALONG THE WEST LINE OF SAID 21ST STREET FOR A DISTANCE OF 136.97 FEET TO A POINT LOCATED ON THE SOUTH LINE OF LUCAS (50.00) AVENUE; THENCE NORTH 87 DEGREES 32 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 60.00 FEET TO A POINT LOCATED ON THE LINE OF SAID 21ST STREET; THENCE SOUTH 02 DEGREES 23 MINUTES 58 SECONDS EAST ALONG THE EAST LINE OF SAID 21ST STREET FOR A DISTANCE OF 136.89 FEET TO A POINT LOCATED ON THE NORTH LINE OF WASHINGTON AVENUE; THENCE SOUTH 87 DEGREES 27 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 8213 SQUARE FEET.

PACKARD LOFTS TIF DISTRICT

- 5) THAT PARCEL LOCATED ON THE NORTHWEST CORNER OF LOCUST STREET AND 22ND STREET, HAVING AN ADDRESS OF 2201 LOCUST AND REFERRED TO AS THE PACKARD LOFTS AND CONTAINING PARCELS 09180000410 THROUGH PARCELS 09180000740.
- 6) THE ABOVE DESCRIBED TRACT 3 IS WITHIN THE PACKARD LOFTS TIF REDEVELOPMENT PLAN, LOCATED AT 2201-2215 LOCUST STREET WITHIN CITY BLOCK 918 OF THE CITY OF ST. LOUIS.

LEGAL DESCRIPTION
RPA B
SEPTEMBER 2009
PROJECT NUMBER 07-0236

- 1) A TRACT OF LAND BEING ALL OF OR PART OF THE FOLLOWING: CITY BLOCK 267, CITY BLOCK 268, CITY BLOCK 269, CITY BLOCK 270, CITY BLOCK 271, CITY BLOCK 364, CITY BLOCK 365, CITY BLOCK 529, CITY BLOCK 531, CITY BLOCK 533, CITY BLOCK 534, CITY BLOCK 535, CITY BLOCK 536, CITY BLOCK 538, CITY BLOCK 547, CITY BLOCK 548, CITY BLOCK 554, CITY BLOCK 555, CITY BLOCK 563, CITY BLOCK 564, CITY BLOCK 565, CITY BLOCK 566, CITY BLOCK 569, CITY BLOCK 572, CITY BLOCK 573, CITY BLOCK 574, CITY BLOCK 576, CITY BLOCK 577, CITY BLOCK 587, CITY BLOCK 590, CITY BLOCK 591, CITY BLOCK 595, CITY BLOCK 596, CITY BLOCK 597, CITY BLOCK 598, CITY BLOCK 599, CITY BLOCK 600, CITY BLOCK 601, CITY BLOCK 602, CITY BLOCK 603, CITY BLOCK 604, CITY BLOCK 605, CITY BLOCK 609, CITY BLOCK 610, CITY BLOCK 611, CITY BLOCK 612, CITY BLOCK 613, CITY BLOCK 614, CITY BLOCK 615, CITY BLOCK 616, CITY BLOCK 617, CITY BLOCK 618, CITY BLOCK 619, CITY BLOCK 627, CITY BLOCK 628, CITY BLOCK 643, CITY BLOCK 644, CITY BLOCK 645, CITY BLOCK 646, CITY BLOCK 647, CITY BLOCK 648, CITY BLOCK 649, CITY BLOCK 650, CITY BLOCK 825, CITY BLOCK 841, CITY BLOCK 1110E, CITY BLOCK 1110W, CITY BLOCK 2308,

CITY BLOCK 2309, CITY BLOCK 2336, CITY BLOCK 2337, CITY BLOCK 2338, CITY BLOCK 2339, CITY BLOCK 2340 OF THE CITY OF ST. LOUIS, MISSOURI AN AREA BOUNDED BY THE SOUTH RIGHT OF WAY OF INTERSTATE 64 (FORMERLY HIGHWAY 40), THE WEST RIGHT OF WAY OF GRAND BOULEVARD AND INTERSTATE 70 (A.K.A. MARK TWAIN EXPRESSWAY) WITHIN THE CITY LIMITS OF ST. LOUIS, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- 2) BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF DR. MARTIN LUTHER KING DRIVE WITH THE EAST RIGHT OF WAY LINE OF 14TH STREET;
- 3) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF 14TH STREET TO THE SOUTH RIGHT OF WAY LINE OF CARR STREET;
- 4) THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF CARR STREET TO THE WEST RIGHT OF WAY LINE OF 15TH STREET;
- 5) THENCE ALONG SAID WEST RIGHT OF WAY LINE OF 15TH STREET AND ITS NORTHERN PROLONGATION TO THE NORTH RIGHT OF WAY LINE OF BIDDLE STREET;
- 6) THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF BIDDLE STREET TO THE EAST RIGHT OF WAY LINE OF 15TH STREET;
- 7) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF 15TH STREET TO THE NORTH RIGHT OF WAY LINE OF O'FALLON STREET;
- 8) THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF O'FALLON STREET TO THE WEST RIGHT OF WAY LINE OF 14TH STREET;
- 9) THENCE ALONG THE WEST RIGHT OF WAY LINE OF 14TH STREET TO THE SOUTH LINE OF CASS AVENUE;
- 10) THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF CASS AVENUE TO THE SOUTHERN PROLONGATION OF THE EAST RIGHT OF WAY OF AN ALLEY EAST OF AND PARALLEL TO HOGAN STREET;
- 11) THENCE ALONG SAID SOUTHERN PROLONGATION AND THE EAST RIGHT OF WAY LINE OF SAID ALLEY PARALLEL TO HOGAN STREET AND ITS NORTHERN PROLONGATION TO THE SOUTH RIGHT OF WAY LINE OF AN EAST WEST ALLEY WITHIN CITY BLOCK 1110 E.
- 12) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF AN EAST WEST ALLEY WITHIN CITY BLOCK 1110 E TO THE NORTHEAST RIGHT OF WAY OF NORTH FLORISSANT (98 FOOT WIDE) ROAD;
- 13) THENCE ALONG SAID NORTHEAST RIGHT OF WAY LINE OF NORTH FLORISSANT AVENUE TO THE NORTH RIGHT OF WAY LINE CHAMBERS (60 FOOT WIDE) STREET;
- 14) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 68 DEGREES 50 MINUTES 28 SECONDS EAST, A DISTANCE OF 677.87 FEET TO THE NORTHERN PROLONGATION OF THE WEST LINE OF CITY BLOCK 629 OF THE CITY OF ST. LOUIS;
- 15) THENCE ALONG SAID NORTHERN PROLONGATION AND SAID WEST LINE OF CITY BLOCK 629, SOUTH 19 DEGREES 34 MINUTES 07 SECONDS EAST, A DISTANCE OF 364.09 FEET TO THE SOUTHWEST CORNER, THEREOF;
- 16) THENCE ALONG THE SOUTH LINE OF SAID CITY BLOCK 629, NORTH 74 DEGREES 18 MINUTES 04 SECONDS EAST, DISTANCE OF 313.15 FEET TO THE SOUTH EAST CORNER, THEREOF;
- 17) THENCE ALONG THE EAST LINE OF SAID CITY BLOCK 629 AND ITS NORTHERN PROLONGATION, NORTH 19 DEGREES 46 MINUTES 40 SECONDS WEST, A DISTANCE OF 393.86 FEET TO THE NORTH RIGHT OF WAY LINE OF THE AFOREMENTIONED CHAMBERS STREET;

- 18) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 68 DEGREES 50 MINUTES 28 SECONDS EAST, A DISTANCE OF 781.25 FEET TO THE EAST RIGHT OF WAY LINE OF 11TH (VARIABLE WIDTH) STREET (SUBJECT TO THE WEST RIGHT OF WAY LINE OF THE AFOREMENTIONED INTERSTATE 70);
- 19) THENCE ALONG SAID EAST RIGHT OF WAY, THE FOLLOWING COURSES AND DISTANCES: SOUTH 21 DEGREES 06 MINUTES 32 SECONDS EAST, A DISTANCE OF 59.92 FEET; SOUTH 21 DEGREES 20 MINUTES 08 SECONDS EAST, A DISTANCE OF 393.07 FEET; SOUTH 01 DEGREES 41 MINUTES 52 SECONDS WEST, A DISTANCE OF 193.60 FEET; AND SOUTH 14 DEGREES 44 MINUTES 02 SECONDS WEST, A DISTANCE OF 42.19 FEET TO THE WEST RIGHT OF WAY LINE OF SAID INTERSTATE 70;
- 20) THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 19 DEGREES 42 MINUTES 42 SECONDS EAST, A DISTANCE OF 192.84 FEET; NORTH 75 DEGREES 15 MINUTES 56 SECONDS WEST, A DISTANCE OF 9.15 FEET; SOUTH 17 DEGREES 16 MINUTES 16 SECONDS EAST, A DISTANCE OF 47.17 FEET; SOUTH 75 DEGREES 15 MINUTES 56 SECONDS EAST, A DISTANCE OF 21.67 FEET; SOUTH 25 DEGREES 36 MINUTES 26 SECONDS EAST, A DISTANCE OF 144.39 FEET; SOUTH 05 DEGREES 13 MINUTES 09 SECONDS EAST, A DISTANCE OF 42.48 FEET; SOUTH 41 DEGREES 34 MINUTES 06 SECONDS WEST, A DISTANCE OF 32.07 FEET; NORTH 75 DEGREES 15 MINUTES 56 SECONDS WEST, A DISTANCE OF 95.16 FEET; SOUTH 14 DEGREES 44 MINUTES 04 SECONDS WEST, A DISTANCE OF 37.50 FEET; SOUTH 75 DEGREES 15 MINUTES 56 SECONDS EAST, A DISTANCE OF 185.14 FEET; SOUTH 35 DEGREES 34 MINUTES 33 SECONDS EAST, A DISTANCE OF 157.43 FEET; SOUTH 01 DEGREES 44 MINUTES 15 SECONDS WEST, A DISTANCE OF 61.60 FEET; SOUTH 75 DEGREES 11 MINUTES 05 SECONDS EAST, A DISTANCE OF 90.00 FEET; SOUTH 23 DEGREES 02 MINUTES 30 SECONDS EAST, A DISTANCE OF 73.46 FEET; SOUTH 02 DEGREES 36 MINUTES 44 SECONDS EAST, A DISTANCE OF 201.24 FEET; SOUTH 15 DEGREES 49 MINUTES 27 SECONDS EAST, A DISTANCE OF 127.85 FEET; SOUTH 20 DEGREES 29 MINUTES 45 SECONDS EAST, A DISTANCE OF 104.01 FEET; SOUTH 75 DEGREES 15 MINUTES 56 SECONDS EAST, A DISTANCE OF 20.00 FEET; SOUTH 14 DEGREES 44 MINUTES 04 SECONDS WEST, A DISTANCE OF 33.58 FEET; SOUTH 21 DEGREES 47 MINUTES 35 SECONDS EAST, A DISTANCE OF 210.01 FEET; SOUTH 75 DEGREES 15 MINUTES 56 SECONDS EAST, A DISTANCE OF 60.00 FEET; SOUTH 14 DEGREES 44 MINUTES 04 SECONDS WEST, A DISTANCE OF 106.97 FEET; AND SOUTH 26 DEGREES 17 MINUTES 56 SECONDS EAST, A DISTANCE OF 191.10 FEET TO THE SOUTH RIGHT OF WAY LINE OF CASS (80 FOOT WIDE) STREET;
- 21) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 11 MINUTES 20 SECONDS WEST, A DISTANCE OF 785.46 FEET TO THE EAST RIGHT OF WAY LINE OF 10TH (60 FOOT WIDE) STREET;
- 22) THENCE ALONG SAID EAST RIGHT OF WAY LINE, SOUTH 14 DEGREES 44 MINUTES 04 SECONDS WEST, A DISTANCE OF 917.75 FEET TO THE SOUTH RIGHT OF WAY LINE OF O'FALLON (60 FOOT WIDE) STREET;
- 23) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 11 MINUTES 13 SECONDS WEST, A DISTANCE OF 608.42 FEET TO THE EAST RIGHT OF WAY LINE OF HADLEY (50 FOOT WIDE) STREET;
- 24) THENCE ALONG SAID EAST RIGHT OF WAY LINE, SOUTH 14 DEGREES 44 MINUTES 00 SECONDS WEST, A DISTANCE OF 1204.43 FEET TO THE SOUTH RIGHT OF WAY LINE OF COLE (60 FOOT WIDE) STREET;
- 25) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 211.79 FEET TO THE EAST RIGHT OF WAY LINE OF TUCKER (98 FOOT WIDE) BOULEVARD;
- 26) THENCE ALONG SAID EAST RIGHT OF WAY LINE; SOUTH 15 DEGREES 14 MINUTES 24 SECONDS WEST, A DISTANCE OF 340.01 FEET TO THE NORTH RIGHT OF WAY LINE OF DR. MARTIN LUTHER KING (75 FOOT WIDE) DRIVE;
- 27) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 75 DEGREES 11 MINUTES 03 SECONDS EAST, A DISTANCE OF 217.34 FEET TO THE EAST RIGHT OF WAY LINE OF HADLEY (50 FOOT WIDE) STREET;
- 28) THENCE ALONG SAID EAST RIGHT OF WAY LINE; SOUTH 14 DEGREES 44 MINUTES 00 SECONDS WEST, A DISTANCE OF 398.50 FEET TO THE NORTH RIGHT OF WAY LINE OF DELMAR (80 FOOT WIDE) BOULEVARD;

- 29) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 75 DEGREES 11 MINUTES 03 SECONDS EAST, A DISTANCE OF 120.23 FEET TO THE NORTHERN PROJECTION OF THE EAST RIGHT OF WAY LINE OF AN 18 FOOT WIDE ALLEY IN CITY BLOCK 531;
- 30) THENCE ALONG SAID NORTHERN PROJECTION AND THE EAST RIGHT OF WAY LINE OF SAID ALLEY, SOUTH 14 DEGREES 42 MINUTES 42 SECONDS WEST, A DISTANCE OF 376.15 FEET TO THE SOUTH RIGHT OF WAY LINE OF LUCAS (43 FOOT WIDE) AVENUE;
- 31) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 16 MINUTES 26 SECONDS WEST, A DISTANCE OF 464.78 FEET TO THE WEST RIGHT OF WAY LINE OF TUCKER (VARIABLE WIDTH) STREET;
- 32) THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 16 DEGREES 09 MINUTES 30 SECONDS EAST, A DISTANCE OF 66.49 FEET; NORTH 28 DEGREES 56 MINUTES 48 SECONDS EAST, A DISTANCE OF 10.32 FEET; NORTH 16 DEGREES 16 MINUTES 01 SECONDS EAST, A DISTANCE OF 66.44 FEET; NORTH 20 DEGREES 54 MINUTES 34 SECONDS EAST, A DISTANCE OF 40.23 FEET; NORTH 21 DEGREES 05 MINUTES 35 SECONDS EAST, A DISTANCE OF 66.76 FEET; AND NORTH 14 DEGREES 43 MINUTES 53 SECONDS EAST, A DISTANCE OF 44.75 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE AFOREMENTIONED DELMAR BOULEVARD;
- 33) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 74 DEGREES 22 MINUTES 11 SECONDS WEST, A DISTANCE OF 192.00 FEET TO THE WEST RIGHT OF WAY LINE OF 13TH (40 FOOT WIDE) STREET THE FOLLOWING COURSES AND DISTANCES: NORTH 16 DEGREES 53 MINUTES 50 SECONDS EAST, A DISTANCE OF 80.00 FEET; SOUTH 73 DEGREES 06 MINUTES 10 SECONDS EAST, A DISTANCE OF 6.76 FEET; AND NORTH 14 DEGREES 43 MINUTES 56 SECONDS EAST, A DISTANCE OF 141.94 FEET TO THE SOUTH RIGHT OF WAY OF GAY (40 FOOT WIDE) STREET;
- 34) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 138.08 FEET TO THE EAST LINE OF LAND NOW OR FORMERLY OF MARSHALL A. & SHARON I. PODOLSKY, H/W AS RECORDED BY DEED IN BOOK 1648, PAGE 577 OF SAID RECORDER'S OFFICE;
- 35) THENCE ALONG SAID EAST LINE, NORTH 14 DEGREES 43 MINUTES 56 SECONDS EAST, A DISTANCE OF 182.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE AFOREMENTIONED DR. MARTIN LUTHER KING DRIVE;
- 36) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 247.92 FEET TO THE EAST RIGHT OF WAY LINE OF 14TH (80 FOOT WIDE) STREET;
- 37) THE ABOVE DESCRIBED TRACT OF LAND IS BASED UPON CITY BLOCK MAPS AND CALCULATIONS PERFORMED BY COLE AND ASSOCIATES, INC. DURING THE MONTHS OF JULY 2008 AND JANUARY 2009 AND IS SUBJECT TO AN ACTUAL BOUNDARY SURVEY DONE IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS FOR THE STATE OF MISSOURI AND ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, RIGHTS OF WAY, AND ANY CONDITIONS OF RECORD, IF ANY.

LEGAL DESCRIPTION
RPA C
SEPTEMBER 2009
PROJECT NUMBER 07-0236

- 1) A TRACT OF LAND BEING ALL OF OR PART OF THE FOLLOWING: CITY BLOCK 539, CITY BLOCK 540, CITY BLOCK 541, CITY BLOCK 542, CITY BLOCK 543, CITY BLOCK 544, CITY BLOCK 545, CITY BLOCK 546, CITY BLOCK 549, CITY BLOCK 552, CITY BLOCK 567, CITY BLOCK 568, CITY BLOCK 572, CITY BLOCK 932, CITY BLOCK 933, CITY BLOCK 937, CITY BLOCK 944, CITY BLOCK 945, CITY BLOCK 946, CITY BLOCK 951, CITY BLOCK 952, CITY BLOCK 953, CITY BLOCK 957, CITY BLOCK 964, CITY BLOCK 965, CITY BLOCK 966, CITY BLOCK 967, CITY BLOCK 968, CITY BLOCK 969, CITY BLOCK 970, CITY BLOCK 971, CITY BLOCK 972, CITY BLOCK 973, CITY BLOCK 974, CITY BLOCK 975, CITY BLOCK 976, CITY BLOCK 977, CITY BLOCK 978, CITY

BLOCK 979, CITY BLOCK 980, CITY BLOCK 981, CITY BLOCK 982, CITY BLOCK 997, CITY BLOCK 998, CITY BLOCK 999, CITY BLOCK 1000, CITY BLOCK 1001, CITY BLOCK 1002, CITY BLOCK 1003, CITY BLOCK 1004, CITY BLOCK 1005, CITY BLOCK 1006, CITY BLOCK 1007, CITY BLOCK 1008, CITY BLOCK 1009, CITY BLOCK 1027, CITY BLOCK 1028, CITY BLOCK 1029, CITY BLOCK 1030, CITY BLOCK 1031, CITY BLOCK 1032, CITY BLOCK 1033, CITY BLOCK 1096, CITY BLOCK 1097, CITY BLOCK 1098, CITY BLOCK 1099, CITY BLOCK 1100, CITY BLOCK 1101, CITY BLOCK 1102, CITY BLOCK 1103, CITY BLOCK 1104, CITY BLOCK 1105, CITY BLOCK 1106, CITY BLOCK 1107, CITY BLOCK 1108, CITY BLOCK 1109, CITY BLOCK 1134, CITY BLOCK 1135, CITY BLOCK 1176, CITY BLOCK 1177, CITY BLOCK 1178, CITY BLOCK 1673, CITY BLOCK 1674, CITY BLOCK 1675, CITY BLOCK 1692, CITY BLOCK 1695, CITY BLOCK 1696, CITY BLOCK 1744, CITY BLOCK 1831, CITY BLOCK 1842, CITY BLOCK 1843, CITY BLOCK 1845, CITY BLOCK 1852, CITY BLOCK 1853, CITY BLOCK 1854, CITY BLOCK 1858, CITY BLOCK 1859, CITY BLOCK 1860, CITY BLOCK 1861, CITY BLOCK 1877, CITY BLOCK 1984, CITY BLOCK 1985, CITY BLOCK 2004, CITY BLOCK 2146, CITY BLOCK 2298, CITY BLOCK 2310, CITY BLOCK 2311, CITY BLOCK 2312, CITY BLOCK 2313, CITY BLOCK 2320, CITY BLOCK 2322, CITY BLOCK 2323, CITY BLOCK 2330, CITY BLOCK 2331, CITY BLOCK 2332, CITY BLOCK 2333, CITY BLOCK 2334, CITY BLOCK 2335, CITY BLOCK 2341, CITY BLOCK 2342, CITY BLOCK 2343, CITY BLOCK 2344, CITY BLOCK 6484, CITY BLOCK 6485, AND CITY BLOCK 6486 OF THE CITY OF ST. LOUIS, MISSOURI AN AREA BOUNDED BY THE SOUTH RIGHT OF WAY OF INTERSTATE 64 (FORMERLY HIGHWAY 40), THE WEST RIGHT OF WAY OF GRAND BOULEVARD AND INTERSTATE 70 (A.K.A. MARK TWAIN EXPRESSWAY) WITHIN THE CITY LIMITS OF ST. LOUIS, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- 2) COMMENCING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF 22ND (60 FOOT WIDE) STREET WITH THE SOUTH RIGHT OF WAY LINE OF MARKET (100 FOOT WIDE) STREET;
- 3) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 18 MINUTES 53 SECONDS WEST, A DISTANCE OF 282.05 FEET TO THE SOUTHERN PROLONGATION OF THE WEST RIGHT OF WAY LINE OF 23RD (60 FOOT WIDE) STREET;
- 4) THENCE ALONG SAID SOUTHERN PROLONGATION, SAID WEST RIGHT OF WAY LINE, AND THE NORTHERN PROLONGATION OF SAID 23RD STREET, NORTH 14 DEGREES 44 MINUTES 01 SECONDS EAST, A DISTANCE OF 1684.31 FEET TO THE NORTH RIGHT OF WAY LINE OF WASHINGTON (80 FOOT WIDE) STREET, SAID RIGHT OF WAY LINE BEING THE SOUTH LINE OF THE "WEST TOWN LOFTS TIF DISTRICT";
- 5) THENCE ALONG SAID "WEST TOWN LOFTS TIF DISTRICT" THE FOLLOWING COURSES AND DISTANCES: ALONG THE NORTH RIGHT OF WAY LINE OF SAID WASHINGTON STREET, SOUTH 75 DEGREES 15 MINUTES 38 SECONDS EAST, A DISTANCE OF 320.91 FEET TO THE WEST RIGHT OF WAY LINE OF 22ND (60 FOOT WIDE) STREET; ALONG THE WEST RIGHT OF WAY LINE OF SAID 22ND STREET, NORTH 14 DEGREES 43 MINUTES 35 SECONDS EAST, A DISTANCE OF 352.45 FEET TO THE NORTH LINE OF AN EAST-WEST ALLEY (15 FOOT WIDE); ALONG SAID NORTH LINE, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 138.00 FEET; LEAVING SAID NORTH LINE, NORTH 14 DEGREES 43 MINUTES 35 SECONDS EAST, A DISTANCE OF 144.58 FEET TO THE TO THE SOUTH RIGHT OF WAY LINE OF DELMAR (80 FOOT WIDE) BOULEVARD; ALONG THE SOUTH RIGHT OF WAY LINE OF SAID DELMAR BOULEVARD, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 30.00 FEET; LEAVING SAID SOUTH RIGHT OF WAY LINE, SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 144.58 FEET TO THE NORTH LINE OF THE AFOREMENTIONED EAST-WEST ALLEY; ALONG SAID NORTH LINE, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 67.00 FEET; LEAVING SAID NORTH LINE, SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 164.66 FEET TO THE NORTH RIGHT OF WAY LINE OF LUCAS (50 FOOT WIDE) STREET;
- 6) THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF LUCAS STREET, LEAVING SAID "WEST TOWN LOFTS TIF DISTRICT" NORTH 75 DEGREES 15 MINUTES 38 SECONDS WEST, A DISTANCE OF 200.94 FEET TO THE WEST RIGHT OF WAY LINE OF 23RD (60 FOOT WIDE) STREET;
- 7) THENCE ALONG SAID WEST RIGHT OF WAY LINE OF 23RD STREET, NORTH 14 DEGREES 43 MINUTES 35 SECONDS EAST, A DISTANCE OF 309.51 FEET TO THE SOUTH RIGHT OF WAY LINE OF DELMAR (80 FOOT WIDE) BOULEVARD, BEING THE TRUE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED RPA C;
- 8) THENCE ALONG SAID RIGHT OF WAY LINE OF DELMAR BOULEVARD THE FOLLOWING COURSES AND

- DISTANCES: NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 257.42 FEET; NORTH 76 DEGREES 58 MINUTES 01 SECONDS WEST, A DISTANCE OF 102.97 FEET; NORTH 75 DEGREES 15 MINUTES 39 SECONDS WEST, A DISTANCE OF 112.83 FEET; NORTH 71 DEGREES 59 MINUTES 30 SECONDS WEST, A DISTANCE OF 350.67 FEET; AND NORTH 75 DEGREES 15 MINUTES 38 SECONDS WEST, A DISTANCE OF 200.62 FEET TO THE EAST RIGHT OF WAY LINE OF BEAUMONT (40 FOOT WIDE) STREET;
- 9) THENCE ALONG SAID EAST RIGHT OF WAY LINE, SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 324.33 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAMUEL SHEPARD (60 FOOT) ROAD;
 - 10) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 15 MINUTES 40 SECONDS WEST, A DISTANCE OF 585.50 FEET TO THE WEST RIGHT OF WAY LINE OF LEFFINGWELL (60 FOOT WIDE) AVENUE;
 - 11) THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 14 DEGREES 43 MINUTES 38 SECONDS EAST, A DISTANCE OF 688.69 FEET TO THE SOUTH RIGHT OF WAY LINE OF FRANKLIN (80 FOOT) WIDE AVENUE;
 - 12) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 15 MINUTES 38 SECONDS WEST, A DISTANCE OF 195.93 FEET TO THE SOUTHERN PROLONGATION OF THE EAST LINE OF CALVARY MISSIONARY BAPTIST CHURCH AS RECORDED BY DEED IN BOOK 1624, PAGE 88 OF THE CITY OF ST. LOUIS RECORDER'S OFFICE;
 - 13) THENCE ALONG SAID SOUTHERN PROLONGATION AND SAID EAST LINE, NORTH 38 DEGREES 59 MINUTES 18 SECONDS EAST, A DISTANCE OF 169.97 FEET TO THE SOUTH RIGHT OF WAY LINE OF DR. MARTIN LUTHER KING (80 FOOT WIDE) DRIVE;
 - 14) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF MARTIN LUTHER KING DRIVE, NORTH 51 DEGREES 02 MINUTES 27 SECONDS WEST, A DISTANCE OF 460.35 FEET TO THE EAST RIGHT OF WAY LINE OF REVEREND T.E. HUNTLEY (60 FOOT WIDE) AVENUE;
 - 15) THENCE ALONG SAID EAST RIGHT OF WAY LINE, SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 148.05 FEET TO THE EASTERN PROLOGATION OF THE SOUTHWEST RIGHT OF WAY LINE OF A 20 FOOT WIDE ALLEY;
 - 16) THENCE ALONG SAID EASTERN PROLONGATION AND SAID SOUTHWEST RIGHT OF WAY LINE, NORTH 51 DEGREES 02 MINUTES 27 SECONDS WEST, A DISTANCE OF 541.67 FEET TO THE EAST RIGHT OF WAY LINE OF GARRISON (60 FOOT WIDE) AVENUE;
 - 17) THENCE ALONG SAID EAST RIGHT OF WAY LINE, SOUTH 14 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 83.25 FEET TO THE SOUTH RIGHT OF WAY LINE OF BELL (60 FOOT WIDE) AVENUE;
 - 18) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 08 MINUTES 44 SECONDS WEST, A DISTANCE OF 570.09 FEET TO THE WEST RIGHT OF WAY LINE OF CARDINAL (60 FOOT WIDE) AVENUE;
 - 19) THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 14 DEGREES 43 MINUTES 35 SECONDS EAST, A DISTANCE OF 336.95 FEET TO THE SOUTH RIGHT OF WAY LINE OF SCHOOL (40 FOOT WIDE) STREET;
 - 20) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 08 MINUTES 44 SECONDS WEST, A DISTANCE OF 94.20 FEET;
 - 21) THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, CROSSING SCHOOL STREET, NORTH 14 DEGREES 51 MINUTES 16 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST RIGHT OF WAY LINE OF A 20 FOOT WIDE ALLEY;
 - 22) THENCE ALONG SAID SOUTHWEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 50 DEGREES 15 MINUTES 42 SECONDS WEST, A DISTANCE OF 513.58 FEET; AND NORTH 59 DEGREES 08 MINUTES 26 SECONDS WEST, A DISTANCE OF 158.53 TO THE EAST RIGHT OF WAY LINE OF COMPTON (80 FOOT WIDE) AVENUE;

- 23) THENCE CROSSING SAID COMPTON AVENUE, SOUTH 89 DEGREES 36 MINUTES 58 SECONDS WEST, A DISTANCE OF 80.00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID COMPTON AVENUE;
- 24) THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 00 DEGREES 23 MINUTES 02 SECONDS WEST, A DISTANCE OF 286.71 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE AFOREMENTIONED DR. MARTIN LUTHER KING DRIVE;
- 25) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, THE FOLLOWING COURSES AND DISTANCES: NORTH 50 DEGREES 15 MINUTES 42 SECONDS WEST, A DISTANCE OF 88.33 FEET; NORTH 37 DEGREES 02 MINUTES 05 SECONDS WEST, A DISTANCE OF 297.40 FEET; SOUTH 71 DEGREES 45 MINUTES 27 SECONDS WEST, A DISTANCE OF 18.31 FEET; SOUTH 89 DEGREES 36 MINUTES 58 SECONDS WEST, A DISTANCE OF 60.00 FEET; NORTH 00 DEGREES 23 MINUTES 02 SECONDS WEST, A DISTANCE OF 120.60 FEET; AND NORTH 32 DEGREES 49 MINUTES 02 SECONDS WEST, A DISTANCE OF 60.34 FEET TO THE SOUTH RIGHT OF WAY LINE OF PAGE (100 FOOT WIDE) BOULEVARD;
- 26) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF PAGE BOULEVARD AND NORTH LINE OF THE "GRAND CENTER TIF DISTRICT", NORTH 60 DEGREES 27 MINUTES 32 SECONDS WEST, A DISTANCE OF 689.24 FEET TO THE WEST RIGHT OF WAY LINE OF GRAND (VARIABLE WIDTH) BOULEVARD;
- 27) THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 24 DEGREES 23 MINUTES 28 SECONDS EAST, A DISTANCE OF 407.52 FEET TO THE WESTERN PROLONGATION OF THE NORTH RIGHT OF WAY LINE OF EVANS (60 FOOT WIDE) AVENUE;
- 28) THENCE ALONG SAID WESTERN PROLONGATION, SOUTH 59 DEGREES 51 MINUTES 38 SECONDS EAST, A DISTANCE OF 80.80 FEET TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF THE AFOREMENTIONED GRAND AVENUE WITH THE NORTH RIGHT OF WAY LINE OF THE AFOREMENTIONED EVANS AVENUE, BEING THE SOUTH LINE OF THE "GRAND/COZENS/EVANS TIF DISTRICT";
- 29) THENCE ALONG SAID "GRAND/COZENS/EVANS TIF DISTRICT" THE FOLLOWING COURSES AND DISTANCES: ALONG THE NORTH RIGHT OF WAY OF EVANS AVENUE, SOUTH 59 DEGREES 51 MINUTES 38 SECONDS EAST, A DISTANCE OF 369.51 FEET; LEAVING SAID NORTH RIGHT OF WAY OF EVANS AVENUE, NORTH 29 DEGREES 22 MINUTES 56 SECONDS EAST, A DISTANCE OF 113.50 FEET; NORTH 59 DEGREES 37 MINUTES 04 SECONDS WEST, A DISTANCE OF 25.00 FEET; NORTH 29 DEGREES 22 MINUTES 56 SECONDS EAST, A DISTANCE OF 128.50 FEET TO THE SOUTH RIGHT OF WAY LINE OF COZENS (40 FOOT WIDE) AVENUE; ALONG SAID SOUTH RIGHT OF WAY LINE OF COZENS AVENUE, NORTH 59 DEGREES 37 MINUTES 04 SECONDS WEST, A DISTANCE OF 366.23 FEET TO THE EAST RIGHT OF WAY LINE OF THE AFOREMENTIONED GRAND BOULEVARD;
- 30) THENCE LEAVING SAID "GRAND/COZENS/EVANS TIF DISTRICT" ALONG THE WESTERN PROLONGATION OF THE SOUTH RIGHT OF WAY LINE OF THE AFOREMENTIONED COZENS AVENUE, NORTH 59 DEGREES 37 MINUTES 04 SECONDS WEST, A DISTANCE OF 80.44 FEET TO THE WEST RIGHT OF WAY LINE OF THE AFOREMENTIONED GRAND BOULEVARD;
- 31) THENCE ALONG SAID WEST RIGHT OF WAY LINE OF GRAND BOULEVARD TO THE SOUTH RIGHT OF WAY OF CASS AVENUE;
- 32) THENCE EASTWARDLY ALONG THE SOUTH RIGHT OF WAY LINE OF CASS AVENUE TO THE EAST RIGHT OF WAY LINE OF 22ND STREET;
- 33) THENCE NORTHWARDLY ALONG THE EAST RIGHT OF WAY LINE OF SAID 22ND STREET TO THE NORTH RIGHT OF WAY LINE OF PALM (VARIABLE WIDTH) STREET;
- 34) THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF PALM STREET, TO THE NORTHEAST RIGHT OF WAY LINE OF NORTH FLORISSANT (98 FOOT WIDE) AVENUE;
- 35) THENCE ALONG SAID NORTHEAST RIGHT OF WAY LINE OF NORTH FLORISSANT AVENUE TO THE SOUTH RIGHT OF WAY LINE OF AN EAST WEST ALLEY WITHIN CITY BLOCK 1110 E;

- 36) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF AN ALLEY WITHIN CITY BLOCK 1110 E AND ITS SOUTHWESTERN PROLONGATION TO A LINE BEING THE NORTHERN PROLONGATION OF THE EAST RIGHT OF WAY LINE OF AN ALLEY BEING EAST OF AND PARALLEL TO HOGAN (60 FOOT WIDE) STREET;
- 37) THENCE ALONG SAID NORTHERN PROLONGATION, AND THE EAST RIGHT OF WAY LINE OF AN ALLEY PARALLEL TO HOGAN STREET, AND THE AFOREMENTIONED SOUTHERN PROLONGATION TO THE SOUTH RIGHT OF WAY LINE OF CASS AVENUE;
- 38) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF CASS AVENUE TO THE WEST RIGHT OF WAY LINE OF THE 14TH STREET;
- 39) THENCE ALONG SAID WEST RIGHT OF WAY LINE OF 14TH STREET TO THE NORTH RIGHT OF WAY LINE OF O'FALLON STREET;
- 40) THENCE ALONG SAID NORTH LINE OF O'FALLON STREET TO THE EAST RIGHT OF WAY LINE OF 15TH STREET;
- 41) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF 15TH STREET TO THE NORTH RIGHT OF WAY LINE OF BIDDLE STREET;
- 42) THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF BIDDLE STREET TO THE NORTHERN PROLOGATION OF THE WEST RIGHT OF WAY LINE OF 15TH STREET;
- 43) THENCE ALONG SAID NORTHERN PROLONGATION AND WEST RIGHT OF WAY LINE OF 15TH STREET TO THE SOUTH RIGHT OF WAY OF CARR STREET;
- 44) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF CARR STREET TO THE EAST RIGHT OF WAY LINE OF 14TH STREET;
- 45) THENCE ALONG SAID EAST RIGHT OF WAY LINE TO THE SOUTH RIGHT OF WAY LINE OF THE AFOREMENTIONED DELMAR BOULEVARD;
- 46) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 75 DEGREES 09 MINUTES 57 SECONDS WEST, A DISTANCE OF 2240.80 FEET TO THE WEST RIGHT OF WAY LINE OF 19TH (60 FOOT WIDE) STREET;
- 47) THENCE ALONG SAID EAST RIGHT OF WAY LINE; NORTH 14 DEGREES 43 MINUTES 35 SECONDS EAST, A DISTANCE OF 389.25 FEET TO THE SOUTH RIGHT OF WAY LINE OF DR. MARTIN LUTHER KING (75 FOOT WIDE) DRIVE;
- 48) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF DR. MARTIN LUTHER KING DRIVE, NORTH 75 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 376.00 FEET TO THE EAST RIGHT OF WAY LINE OF 20TH (60 FOOT WIDE) STREET;
- 49) THENCE ALONG SAID EAST RIGHT OF WAY LINE OF 20TH STREET TO THE NORTH RIGHT OF WAY LINE OF AN ALLEY NORTH OF AND PARALLEL TO DELMAR (80 FOOT WIDE) BOULEVARD;
- 50) THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF SAID ALLEY TO THE WEST RIGHT OF WAY LINE OF 23RD (60 FOOT WIDE) STREET;
- 51) THENCE ALONG SAID WEST RIGHT OF WAY LINE OF 23RD STREET TO THE SOUTH LINE OF THE AFORMENTIONED DELMAR BOULEVARD, BEING THE TRUE POINT OF BEGINNING.
- 52) THE ABOVE DESCRIBED TRACT OF LAND IS BASED UPON CITY BLOCK MAPS AND CALCULATIONS PERFORMED BY COLE AND ASSOCIATES, INC. DURING THE MONTHS OF JULY 2008 AND JANUARY 2009 AND IS SUBJECT TO AN ACTUAL BOUNDARY SURVEY DONE IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS FOR THE STATE OF MISSOURI AND ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, RIGHTS OF WAY, AND ANY CONDITIONS OF RECORD, IF

ANY.

LEGAL DESCRIPTION
RPA D
SEPTEMBER 2009
PROJECT NUMBER 07-0236

- 1) A TRACT OF LAND BEING ALL OF OR PART OF THE FOLLOWING: CITY BLOCK 1065, CITY BLOCK 1066, CITY BLOCK 1067, CITY BLOCK 1068, CITY BLOCK 1069, CITY BLOCK 1070, CITY BLOCK 1071, CITY BLOCK 1072, CITY BLOCK 1073, CITY BLOCK 1074, CITY BLOCK 1075, CITY BLOCK 1076, CITY BLOCK 1077, CITY BLOCK 1078, CITY BLOCK 1079, CITY BLOCK 1080, CITY BLOCK 1081, CITY BLOCK 1082, CITY BLOCK 1083, CITY BLOCK 1084, CITY BLOCK 1085, CITY BLOCK 1086, CITY BLOCK 1087, CITY BLOCK 1088, CITY BLOCK 1089, CITY BLOCK 1090, CITY BLOCK 1091, CITY BLOCK 1092, CITY BLOCK 1093, CITY BLOCK 1094, CITY BLOCK 1095, CITY BLOCK 1249, CITY BLOCK 1746, CITY BLOCK 1844, CITY BLOCK 1846, CITY BLOCK 1847, CITY BLOCK 1848, CITY BLOCK 1849, CITY BLOCK 1850, CITY BLOCK 1851, CITY BLOCK 1855, CITY BLOCK 1856, CITY BLOCK 1857, CITY BLOCK 1883, CITY BLOCK 1884, CITY BLOCK 1885, CITY BLOCK 1886, CITY BLOCK 1887, CITY BLOCK 1888, CITY BLOCK 1889, CITY BLOCK 1890, CITY BLOCK 1891, CITY BLOCK 1892, CITY BLOCK 1893, CITY BLOCK 1894, CITY BLOCK 1895, CITY BLOCK 1896, CITY BLOCK 1897, CITY BLOCK 1898, CITY BLOCK 1899, CITY BLOCK 1900, CITY BLOCK 1901, CITY BLOCK 1902, CITY BLOCK 1903, CITY BLOCK 1904, CITY BLOCK 1905, CITY BLOCK 1906, CITY BLOCK 1907, CITY BLOCK 2314, CITY BLOCK 2315, CITY BLOCK 2316, CITY BLOCK 2317, CITY BLOCK 2318, CITY BLOCK 2319, CITY BLOCK 2324, CITY BLOCK 2325, CITY BLOCK 2326, CITY BLOCK 2327, CITY BLOCK 2328, CITY BLOCK 2329, CITY BLOCK 2345, CITY BLOCK 2346, CITY BLOCK 2347, CITY BLOCK 2348, CITY BLOCK 2349, CITY BLOCK 2350, CITY BLOCK 2351, CITY BLOCK 2352, CITY BLOCK 2353, CITY BLOCK 2354, CITY BLOCK 2355, CITY BLOCK 2356, CITY BLOCK 2357, CITY BLOCK 2358, CITY BLOCK 2359, CITY BLOCK 2361, CITY BLOCK 2363, CITY BLOCK 2364, CITY BLOCK 2365, CITY BLOCK 2366, CITY BLOCK 2367, CITY BLOCK 2368, CITY BLOCK 2369, CITY BLOCK 2370, CITY BLOCK 2371, CITY BLOCK 2372, CITY BLOCK 2373, CITY BLOCK 2374, CITY BLOCK 2375, CITY BLOCK 2376, CITY BLOCK 2379, CITY BLOCK 2380 OF THE CITY OF ST. LOUIS, MISSOURI AN AREA BOUNDED BY THE SOUTH RIGHT OF WAY OF INTERSTATE 64 (FORMERLY HIGHWAY 40), THE WEST RIGHT OF WAY OF GRAND BOULEVARD AND INTERSTATE 70 (A.K.A. MARK TWAIN EXPRESSWAY) WITHIN THE CITY LIMITS OF ST. LOUIS, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
- 2) BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF CASS (80 FOOT) AVENUE WITH THE WEST RIGHT OF WAY LINE OF GRAND (VARIABLE WIDTH) BOULEVARD;
- 3) THENCE ALONG SAID WEST RIGHT OF WAY LINE OF GRAND BOULEVARD TO THE NORTH RIGHT OF WAY LINE OF ST. LOUIS (100 FOOT WIDE) AVENUE;
- 4) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 60 DEGREES 18 MINUTES 11 SECONDS EAST, A DISTANCE OF 1191.52 FEET TO THE WEST RIGHT OF WAY LINE OF GLASGOW (60 FOOT WIDE) AVENUE;
- 5) THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 27 DEGREES 41 MINUTES 28 SECONDS EAST, A DISTANCE OF 2570.70 FEET TO THE NORTH RIGHT OF WAY LINE OF NATURAL BRIDGE (VARIABLE WIDTH);
- 6) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, THE FOLLOWING COURSES AND DISTANCES: SOUTH 56 DEGREES 14 MINUTES 15 SECONDS EAST, A DISTANCE OF 250.65 FEET; AND SOUTH 59 DEGREES 16 MINUTES 29 SECONDS EAST, A DISTANCE OF 1547.52 FEET TO THE NORTH RIGHT OF WAY LINE OF PALM (VARIABLE WIDTH) STREET;
- 7) THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF PALM STREET TO THE EAST RIGHT OF WAY LINE OF 22ND STREET;
- 8) THENCE ALONG THE EAST RIGHT OF WAY LINE OF 22ND STREET TO THE SOUTH RIGHT OF WAY LINE OF THE AFORMENTIONED CASS AVENUE;
- 9) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF CASS AVENUE TO THE WEST RIGHT OF WAY LINE

OF THE AFOREMENTIONED GRAND BOULEVARD BEING THE POINT OF BEGINNING.

- 10) THE ABOVE DESCRIBED TRACT OF LAND IS BASED UPON CITY BLOCK MAPS AND CALCULATIONS PERFORMED BY COLE AND ASSOCIATES, INC. DURING THE MONTHS OF JULY 2008 AND JANUARY 2009 AND IS SUBJECT TO AN ACTUAL BOUNDARY SURVEY DONE IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS FOR THE STATE OF MISSOURI AND ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, RIGHTS OF WAY, AND ANY CONDITIONS OF RECORD, IF ANY.

EXHIBIT C

**Form of Certificate of Commencement of Construction
as to a Redevelopment Project Area**

DELIVERED BY

Northside Regeneration, LLC

The undersigned, Northside Regeneration, LLC (the "Developer"), pursuant to that certain Redevelopment Agreement dated as of _____, 200_____, between the City of St. Louis, Missouri (the "City") and Developer (the "Agreement") hereby certifies to the City as follows:

- 1. All property within the Redevelopment Project Area necessary to complete the portion of the Redevelopment Project identified herein has been acquired by Developer.
- 2. Developer has entered into an agreement with a contractor or contractors to construct [insert description of specific portion of Redevelopment Project] within Redevelopment Project Area [A/B/C/D].
- 3. Developer has submitted to the MBE/WBE Compliance Officer a copy of Developer's MBE/WBE Subcontractor's List and M/WBE Utilization Statement, which are attached hereto as Appendix B.
- 4. Developer has obtained all necessary financing to complete the portion of the Redevelopment Project identified herein.
- 4. This Certificate of Commencement of Construction is being issued by Developer to the City in accordance with the Agreement to evidence Developer's satisfaction of all obligations and covenants with respect to commencement of construction of the portion of the Redevelopment Project identified herein, which qualifies as Site Work as that term is defined in the Agreement.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this day of _____, 20_____.

Northside Regeneration, LLC

By: _____
Name: _____
Title: _____

EXHIBIT D

Form of Certificate of Reimbursable Redevelopment Project Costs

TO: City of St. Louis, Office of Comptroller, 1200 Market Street, Room 212, St. Louis, Missouri 63103, Attention: Ivy Neyland-Pinkston, Deputy Comptroller

Re: City of St. Louis, Missouri, Northside Regeneration Redevelopment Project

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of _____, 2009 (the "Agreement"), between the City and Northside Regeneration, LLC, a Missouri limited liability company (the "Developer"). In connection with said Agreement, the undersigned hereby states and certifies that:

- 1. Each item listed on Schedule 1 hereto is a Reimbursable Redevelopment Project Cost and was incurred in connection with the construction of the Redevelopment Projects in RPA _____.
2. These Reimbursable Redevelopment Project Costs have been have been paid by the Developer and are reimbursable under the Note Ordinance and the Agreement.
3. Each item listed on Schedule 1 has not previously been paid or reimbursed from money derived from the Special Allocation Fund or any money derived from any project fund established pursuant to the Note Ordinance, and no part thereof has been included in any other certificate previously filed with the City.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the portion of the Work for which this certificate relates have been issued and are in full force and effect.
6. All Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Redevelopment Plan and the Agreement.
7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a "redevelopment project cost" within the meaning of the TIF Act and the Agreement, the Developer shall have the right to substitute other eligible Reimbursable Redevelopment Project Costs for payment hereunder.
8. The costs to be reimbursed under this Certificate constitute advances qualified for Tax-Exempt TIF Notes:
Yes: _____ No: _____
7. The Developer is not in default or breach of any material term or condition of the Agreement beyond the applicable cure period, if any.

Dated this ____ day of _____, _____.

Northside Regeneration, LLC

By: _____
Name: _____
Title: _____

Approved for payment this ____ day of _____, 20_____.

CITY OF ST. LOUIS, MISSOURI

By: _____

Name: _____

SLDC

By: _____

Name: _____

Schedule 1

The Developer has incurred the following Reimbursable Redevelopment Project Costs:

Payee:	Amount:	Description of Reimbursable Redevelopment Project Costs:
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EXHIBIT E

Form of Certificate of Substantial Completion

CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, Northside Regeneration, LLC, a Missouri limited liability company (the "Developer"), pursuant to that certain Redevelopment Agreement dated as of _____, 2009, between the City of St. Louis, Missouri (the "City"), and the Developer (the "Agreement"), hereby certifies to the City as follows:

1. That as of _____, _____, the construction of the Redevelopment Projects _____ (as that term is defined in the Agreement) has been substantially completed in accordance with the Agreement.

2. That the Work with respect to such Redevelopment Projects has been substantially completed or funded pursuant to Exhibit B to the Agreement.

3. The Work has been performed in a workmanlike manner and substantially in accordance with the Construction Plans (as those terms are defined in the Agreement).

4. This Certificate of Substantial Completion is accompanied by the project architect's or owner representative's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and incorporated herein by reference, certifying that the Redevelopment Projects _____ have been substantially completed in accordance with the Agreement.

5. Lien waivers for applicable portions of the Work in excess of Five Thousand Dollars (\$5,000) have been obtained.

6. This Certificate of Substantial Completion is being issued by the Developer to the SLDC and the City in accordance with the Agreement to evidence the Developer's satisfaction of all material obligations and covenants with respect to the Redevelopment Project.

7. The acceptance (below) or the failure of the SLDC and the Mayor or his designee to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate to the SLDC and the City (which written objection, if any, must be delivered to the Developer prior to the end of such thirty (30) days) shall evidence the satisfaction of the Developer's agreements and covenants to perform the Work.

Upon such acceptance by the SLDC and the Mayor or his designee, the Developer may record this Certificate in the office of the City's Recorder of Deeds. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being. Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _____, 20____.

NORTHSIDE REGENERATION, LLC

By: _____
Name: _____
Title: _____

ACCEPTED:

SLDC

By: _____
Name: _____
Title: _____

CITY OF ST. LOUIS, MISSOURI

By: _____
Mayor

EXHIBIT F

Equal Opportunity and Nondiscrimination Guidelines

In any contract for Work in connection with the Redevelopment Project related to any of the Property in the Redevelopment Area, the Developer (which term shall include the Developer, any transferees, lessees, designees, successors and assigns thereof, including without limitation any entity related to the Developer by one of the relationships described in Section 267(b), Section 707(b)(1)(A) or Section 707(b)(1)(B) of the United States Internal Revenue Code of 1986, as amended), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances or regulations governing equal opportunity and nondiscrimination (the "Laws"). Moreover, the Developer shall contractually require its contractors and subcontractors to comply with the Laws.

The Developer and its contractors or subcontractors shall not contract with any party known to have been found in violation of the Laws.

The Developer agrees for itself and its contractors and subcontractors that there shall be covenants to ensure that there shall be no discrimination on the part of the Developer or its contractors and subcontractors upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical disability in the sale, lease, rental, use or occupancy of any of the Property or any improvements constructed or to be constructed on the Property or any part thereof. Such covenants shall run with the land and shall be enforceable by the SLDC, the City and the United States of America, as their interest may appear in the Redevelopment Project.

The parties agree that the provisions of City Ordinance #60275, codified at Chapter 3.90 of the Revised Ordinances of the City of St. Louis, Missouri (the "First Source Jobs Policy"), do not specifically apply to the Developer as a potential recipient of TIF Notes, TIF Bonds and/or TIF Revenues. Nonetheless, the Developer voluntarily agrees to make good faith efforts to observe the provisions of the First Source Jobs Policy related to the negotiation of an employment agreement with the St. Louis Agency on Training and Employment.

EXHIBIT G

MBE/WBE Subcontractor's List

On the spaces provided below please list all subcontractors and suppliers, including M/WBEs, proposed for utilization on this project. Work to be self-performed by the bidder is to be included.

FIRM NAME	MBE OR WBE	BID ITEM(S) OF WORK TO BE PERFORMED	SUBCONTRACTOR OR SUPPLY CONTRACT AMOUNT

EXHIBIT H
MBE/WBE Utilization Statement

Policy: It is the policy of the City of St. Louis that minority and women-owned businesses, as defined in the Mayor’s Executive Order of July 24, 1997, as amended, shall have an opportunity to participate in the performance of contracts utilizing City funds, in whole or in part. Consequently, the requirements of the aforementioned Executive Order apply to this contract.

Project and Bid Identification:

Contracting Agency:		
Project Name:		
Letting Number:	Date:	
Contract MBE/WBE Goal:	25% MBE and 5% WBE Participation	
Total Dollar Amount of Prime Contract:	\$ _____	
Total Dollar Amount of Proposed MBE:	\$ _____	Percent MBE _____
Total Dollar Amount of Proposed WBE:	\$ _____	Percent WBE _____

Obligation: The undersigned certifies that (s)he has read, understands and agrees to be bound by the bid specifications, including the accompanying exhibits and other items and conditions of the request for proposals regarding minority and women business enterprise utilization. The undersigned further certifies that (s)he is legally authorized by the respondent to make the statements and representations in the M/WBE Forms and Exhibits and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreements with the minority/women business enterprises listed in the Subcontractor List, which are deemed by the City to be legitimate and responsible. The undersigned understands that if any of the statements and representations are made by the respondent knowing them to be false, or if there is a failure of the successful respondent to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the City, then in any such events, the contractor’s act or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the City to terminate the contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the City may have for other defaults under the contract. Additionally, the contractor may be subject to the penalties cited in Section Twelve of the Mayor’s Executive Order #28, as amended.

Assurance: I, acting as an officer of the undersigned bidder or joint venture bidders, hereby assure the City that on this project my

company will (check one):

_____ Meet or exceed contract award goals and provide participation as shown above.

_____ Fail to meet contract award goals but will demonstrate that good faith efforts were made to meet the goals and my company will provide participation as shown above.

Name of Prime Contractor(s): _____

Prime Contractor Authorized Signature

Title: _____

Date: _____

EXHIBIT I

List of Properties Owned by Developer and Related Parties

PARCEL ID	SITE ADDRESS
554000025	1428 BIDDLE ST
2375000260	2641-3 HEBERT ST
365000020	1128-30 TYLER ST
365000010	1900 HADLEY ST
365000030	1124 TYLER ST
365000071	1106-8 TYLER ST
554000090	1408 BIDDLE ST
554000110	1401-11 CARR ST
576000030	1401 HADLEY ST
576000053	1401 N 11TH ST
597000060	1534-8 N 15TH ST
597000090	1448-54 MULLANPHY ST
598000030	1510 N 14TH ST
602000010	1525 N 10TH ST
611000050	1601-9 N 10TH ST
614000020	1604 N 14TH ST
628000010	1712 N 14TH ST
628000110	1715 N 13TH ST
643000150	1213 TYLER ST
646000020	1701 N 11TH ST
646000035	1700 HADLEY ST
365000035	1122 TYLER ST
365000050	1114-6 TYLER ST
365000060	1110-2 TYLER ST
597000070	1540-6 N 15TH ST
598000060	1514-24 N 14TH ST
600000010	1514-8 N 13TH ST
600000030	1220 MULLANPHY ST
611000040	1617-21 N 10TH ST
938000080	700 N 22ND ST
975000080	2716 THOMAS ST
975000100	2712 THOMAS ST
975000260	2709 JAMES COOL PAPA BELL AV
975000340	2729 JAMES COOL PAPA BELL AV
978000190	2707 STODDARD ST
979000070	2726 STODDARD ST
979000090	2722 STODDARD ST

980050020	2734-36 MILLS ST
980060140	2713-5 DR MARTIN LUTHER KING DR
997000100	2808-10 DR MARTIN LUTHER KING DR
1001000120	2804 JAMES COOL PAPA BELL AV
1001000140	2800 JAMES COOL PAPA BELL AV
1004000095	2926 SHERIDAN AV
1004000130	2916 SHERIDAN AV
1005000290	2911 JAMES COOL PAPA BELL AV
1005000310	2915 JAMES COOL PAPA BELL AV
1005000410	2947 JAMES COOL PAPA BELL AV
1007000070	2953-5 GAMBLE ST
1007000090	1214 N GARRISON AV
1008000090	1107-11 GLASGOW AV
1008000160	2907 DR MARTIN LUTHER KING DR
628000120	1713 N 13TH ST
1028000370	3059 DR MARTIN LUTHER KING DR
1029000030	3054 THOMAS ST
1029000530	1302 WEBSTER AV
1029000580	1310 WEBSTER AV
1030000340	3027 THOMAS ST
1030000360	3031 THOMAS ST
1030000380	3035 THOMAS ST
1032000040	3121-9 DR MARTIN LUTHER KING DR
1068000030	2538 W ST LOUIS AV
1068000170	2571 MONTGOMERY ST
1068000190	2583-5 MONTGOMERY ST
1069000230	2811 PARNELL ST
1070000010	2568 W DODIER ST
1070000130	2522-8 W DODIER ST
1070000390	2914 N JEFFERSON AV
1071000250	2543-5 W DODIER ST
1071000300	2565 W DODIER ST
1072000070	3101 LISMORE ST
1072000090	2561 W SULLIVAN AV
1073000090	2507 W SULLIVAN AV
1073000110	2511 W SULLIVAN AV
1073000180	2529 W SULLIVAN AV
1073000200	2533 W SULLIVAN AV
1074000070	2524 HEBERT ST
1074000090	2518 HEBERT ST
1074000160	2501-21 SULLIVAN AV
1075000110	2512 SULLIVAN AV
1076000100	2505 UNIVERSITY ST
1077000050	2536 UNIVERSITY ST
1077000130	2506 UNIVERSITY ST
1077000150	2502 UNIVERSITY ST
1079000030	2540 MONTGOMERY ST
1079000100	2524 MONTGOMERY ST
1079000170	2500-10 MONTGOMERY ST
1079000260	2535 WARREN ST
1080000050	2534 WARREN ST
1080000070	2528 WARREN ST
1080000210	2519 BENTON ST
1083000150	2327-37 BENTON ST
1084000090	2322 MONTGOMERY ST
1084000280	2331 WARREN ST
1085000140	2307 MONTGOMERY ST

1085000230	2329-33 MONTGOMERY ST
1088000050	2318 HEBERT ST
1089000170	2206-8 HEBERT ST
1089000190	2200 HEBERT ST
1089000330	2247 SULLIVAN AV
1090050150	2209-11 DODIER ST
975000070	2718 THOMAS ST
975000310	2723 JAMES COOL PAPA BELL AV
975000330	2727 JAMES COOL PAPA BELL AV
976000020	2734 JAMES COOL PAPA BELL AV
976000080	2716 JAMES COOL PAPA BELL AV
976000150	2700 JAMES COOL PAPA BELL AV
1093000040	2238 MONTGOMERY ST
1093000110	2218 MONTGOMERY ST
1094000230	2219 BENTON ST
1095000145	2206 BENTON ST
978000030	2738 GAMBLE ST
978000050	2732 GAMBLE ST
978000180	2703 STODDARD ST
979000080	2724 STODDARD ST
979000100	2720 STODDARD ST
979000190	2703 MILLS ST
1097000070	2910 N 22ND ST
1098000150	3018 N 21ST ST
1098000290	3017 N 20TH ST
979000240	2719 MILLS ST
980050025	2730-32 MILLS ST
982000220	2727 DR SAMUEL T SHEPARD DR
1103000060	1918 ST LOUIS AV
1103000210	1937-9 MONTGOMERY ST
1103000270	1933 MONTGOMERY ST
1104000090	1912-4 WRIGHT ST
1001000130	2802 JAMES COOL PAPA BELL AV
1107000120	1512 MONTGOMERY ST
1002000020	2830 THOMAS ST
1003000250	2829 THOMAS ST
1003000270	2837 THOMAS ST
1004000120	2918 SHERIDAN AV
1007000100	1220 N GARRISON AV
1008000070	2900-04 GAMBLE ST
1008000100	1105 GLASGOW AV
1134040060	1923 WRIGHT ST
1027000090	3024-6 DR MARTIN LUTHER KING DR
1028000380	3065-71 DR MARTIN LUTHER KING DR
1029000020	3056-8 THOMAS ST
1029000305	3003 JAMES COOL PAPA BELL AV
1029000520	1300 WEBSTER AV
1030000350	3029 THOMAS ST
1030000370	3033 THOMAS ST
1032000307	3117 DR MARTIN LUTHER KING DR
1032000050	3137 DR MARTIN LUTHER KING DR
587000181	1443 N 10TH ST
598000090	1530 N 14TH ST
598000100	1534-44 N 14TH ST
598000120	1525-45 E 14TH ST
598000140	1521 E 14TH ST
600000090	1201-25 CASS AV

614000010	1602 N 14TH ST
1068000020	2540 W ST LOUIS AV
1068000165	2569 MONTGOMERY ST
1068000180	2581 MONTGOMERY ST
1069000240	2515 W ST LOUIS AV
1070000080	2546 W DODIER ST
1070000120	2532 W DODIER ST
1071000060	2536 W SULLIVAN AV
1072000080	2559 W SULLIVAN AV
1073000100	2509 W SULLIVAN AV
1073000190	2531 W SULLIVAN AV
1073000210	2537 W SULLIVAN AV
1074000080	2522 HEBERT ST
1074000100	2516 HEBERT ST
1074000180	2527 SULLIVAN AV
1074000230	2540 HEBERT ST
1075000120	2510 SULLIVAN AV
1075000190	2519-29 DODIER ST
1076000105	2507 UNIVERSITY ST
1077000020	2542 UNIVERSITY ST
1078000095	2518 ST LOUIS AV
1079000270	2539 WARREN ST
1080000060	2530 WARREN ST
647000015	1720-30 HADLEY ST
647000020	1750 HADLEY ST
647000030	1747 N 11TH ST
1081000170	2507 NORTH MARKET ST
1081000220	2519-25 NORTH MARKET ST
1083000010	2326-48 WARREN ST
1085000250	2337 MONTGOMERY ST
1087060120	2318 DODIER ST
1089000160	2210 HEBERT ST
1089000180	2204 HEBERT ST
1093000015	2244 MONTGOMERY ST
1094000200	2209 BENTON ST
1103000140	1915 MONTGOMERY ST
1103000200	1935 MONTGOMERY ST
951000010	1928-36 CARR ST
971000030	2608 JAMES COOL PAPA BELL AV
975000350	2731 JAMES COOL PAPA BELL AV
976000140	2702 JAMES COOL PAPA BELL AV
979000050	2730 STODDARD ST
979000060	2728 STODDARD ST
979000210	2713 MILLS ST
979000230	2717 MILLS ST
1134040050	1921 WRIGHT ST
1134040070	1929 WRIGHT ST
1000000030	2832 DAYTON ST
1003000010	2828 SHERIDAN AV
1003000220	2821 THOMAS ST
1004000090	2928 SHERIDAN AV
1005000110	2936 THOMAS ST
1005000380	2939 JAMES COOL PAPA BELL AV
1005000390	2943 JAMES COOL PAPA BELL AV
1006000300	2925 DAYTON ST
1008000040	2916 GAMBLE ST
1008000200	2923-31 DR MARTIN LUTHER KING DR

1008000210	2933 DR MARTIN LUTHER KING DR
1029000330	3017-9 JAMES COOL PAPA BELL AV
1030000390	3037 THOMAS ST
1030000400	3041 THOMAS ST
1843000010	2742-44 CASS AV
1843000030	2738 CASS AV
1843000105	2701 SHERIDAN AV
1843000140	2709 SHERIDAN AV
1843000190	2729 SHERIDAN AV
1843000210	2737 SHERIDAN AV
1844000080	2714 HOWARD ST
1844000100	1519-21 ELLIOTT AV
1844000130	2701-07 CASS AV
1844000210	2719-21 CASS AV
1844000230	2725 CASS AV
1847000120	2809 HOWARD ST
1847000160	1616 GLASGOW AV
1852000340	2951 SHERIDAN AV
1853000100	3059 SHERIDAN AV
1857180080	3218-20 MAGAZINE ST
1859000090	3503 EVANS AV
1860000020	3521 DR MARTIN LUTHER KING DR
1883000150	3517 COZENS AV
1884000130	1525 BACON ST
1885000480	1715 BACON ST
1886000530	1715 COLEMAN AV
1887000030	1722 COLEMAN AV
1887000160	1824 COLEMAN AV
1887000230	1908 COLEMAN AV
1887000320	3116 NORTH MARKET ST
1887000420	1907 LAFLIN ST
1888000030	1820-2 LAFLIN ST
1889000045	2431 N GARRISON AV
1890000200	2526-8 COLEMAN AV
1890000430	2421 LAFLIN ST
1891000290	2515 COLEMAN AV
1891000450	2407 COLEMAN AV
1892000350	2423-5 BACON ST
1892000420	3505-7 NORTH MARKET ST
1893000080	2700 N GRAND BLVD
1068000035	2536 W ST LOUIS AV
1068000040	2532 W ST LOUIS AV
1068000050	2530 W ST LOUIS AV
1068000060	2528 W ST LOUIS AV
1069000200	2553 W ST LOUIS AV
1070000090	2542 W DODIER ST
1070000100	2540 W DODIER ST
1070000105	2538 W DODIER ST
1070000110	2534-36 W DODIER ST
1071000025	2560 W SULLIVAN AV
1071000190	2517 W DODIER ST
1071000200	2521 W DODIER ST
1071000210	2525 W DODIER ST
1072000020	2550-68 W HEBERT ST
1073000220	2539 W SULLIVAN AV
1073000230	2541 W SULLIVAN AV
1073000240	2543 W SULLIVAN AV

1073000250	2545 W SULLIVAN AV
1075000240	2547 DODIER ST
1077000060	2534 UNIVERSITY ST
1077000070	2532 UNIVERSITY ST
1079000300	2545 WARREN ST
1080000010	2548 WARREN ST
1080000020	2544 WARREN ST
1081000260	2537-9 NORTH MARKET ST
1084000130	2310 MONTGOMERY ST
1085000030	2338 ST LOUIS AV
1086000060	2312 UNIVERSITY ST
1087060200	2309 UNIVERSITY ST
1087060320	2341-43 UNIVERSITY ST
1089000030	2244 HEBERT ST
1089000210	2209 SULLIVAN AV
1090050190	2233 DODIER ST
1092000100	2200 ST LOUIS AV
1093000300	2239 WARREN ST
1843000020	2740 CASS AV
1843000085	2700 CASS AV
1843000200	2733-5 SHERIDAN AV
1843000220	2739 SHERIDAN AV
1844000120	1517 ELLIOTT AV
1844000220	2723 CASS AV
1844000240	2727 CASS AV
1844000290	1510-12 N LEFFINGWELL AV
1095000155	2200-4 BENTON ST
1847000090	2801 HOWARD ST
1847000110	2805 HOWARD ST
1847000170	1618 GLASGOW AV
1848000070	1715 N LEFFINGWELL AV
1852000350	2953-55 SHERIDAN AV
1853000110	3061 SHERIDAN AV
1098000170	3026-28 N 21ST ST
1098000180	3030 N 21ST ST
1100000160	1912 BENTON ST
1103000030	1930-8 ST LOUIS AV
1103000040	1924 ST LOUIS AV
1103000051	1922 ST LOUIS AV
1106000040	1508-10 ST LOUIS AV
1110030060	1507 MONROE ST
1134040080	1933 WRIGHT ST
1134040090	1941 WRIGHT ST
1858000240	3123 EVANS AV
1860000010	3527 DR MARTIN LUTHER KING DR
1861000015	3509-27 PAGE BLVD
563000110	1225 HADLEY ST
576000065	1101 OFALLON ST
576000075	1400 N 13TH ST
1893000190	2733 BACON ST
1893000210	2721-23 BACON ST
1896000180	2915 MONTGOMERY ST
1897000050	2858 ST LOUIS AV
1903000130	2813-15 ST LOUIS AV
1904000130	2819 UNIVERSITY ST
1905000100	2939 MONTGOMERY ST
1905000130	2945 MONTGOMERY ST

1906000130	2755 N GARRISON AV
1907000070	3510 ST LOUIS AV
1907000095	2763 BACON ST
1884000120	1529 BACON ST
1885000380	1809 BACON ST
1885000470	1717 BACON ST
1885000540	1535 BACON ST
1886000180	1814 BACON ST
1886000560	3209 MAGAZINE ST
1886000610	3223 MAGAZINE ST
1887000040	1800-2 COLEMAN AV
1887000220	1906 COLEMAN AV
1887000410	1909 LAFLIN ST
1887000510	1813 LAFLIN ST
1888000260	3031 MAGAZINE ST
1889000040	2426 LAFLIN ST
1890000100	2430 COLEMAN AV
1891000120	2428 BACON ST
1891000460	2405 COLEMAN AV
1892000340	2427 BACON ST
1892000410	3501-3 NORTH MARKET ST
595000150	1541-5 N 16TH ST
611000010	1600-14 N 11TH ST
611000020	1616-30 N 11TH ST
611000030	1000-4 HOWARD ST
1892000440	3509-11 NORTH MARKET ST
1893000090	2702 N GRAND BLVD
1893000180	2735 BACON ST
1893000200	2731 BACON ST
1893000220	2717-19 BACON ST
1896000170	2913 MONTGOMERY ST
1897000055	2854-56 ST LOUIS AV
1903000140	2819 ST LOUIS AV
1903000190	2831 ST LOUIS AV
1904000015	2810 DODIER ST
1904000140	2821 UNIVERSITY ST
1905000090	2933 MONTGOMERY ST
1905000120	2941-43 MONTGOMERY ST
628000130	1301 HOWARD ST
628000150	1315-17 HOWARD ST
1843000040	2736 CASS AV
1843000050	2734 CASS AV
1843000060	2724 CASS AV
1843000070	2718 CASS AV
1843000080	2704 CASS AV
1843000230	2741 SHERIDAN AV
1843000240	1406 N LEFFINGWELL AV
1844000170	2709 CASS AV
1844000180	2711 CASS AV
1844000190	2713-15 CASS AV
1844000200	2717 CASS AV
1845000330	1402 GLASGOW AV
1845000340	1404 GLASGOW AV
1852000320	2947 SHERIDAN AV
1859000110	3507 EVANS AV
645000140	1700-08 N 13TH ST
646000010	1715 N 11TH ST

1883000270	1450 N GRAND BLVD
1884000015	1500 N GRAND BLVD
1885000090	1802-4 N GRAND BLVD
1885000420	1801 BACON ST
1885000440	1725 BACON ST
1886000050	1534 BACON ST
1886000570	3211 MAGAZINE ST
1886000600	3221 MAGAZINE ST
1888000330	1822 LAFLIN ST
1890000040	2412 COLEMAN AV
1890000080	2424 COLEMAN AV
1890000390	2431 LAFLIN ST
1891000100	2424 BACON ST
1891000230	2526 BACON ST
1891000430	2411 COLEMAN AV
1892000400	2409 BACON ST
1893000130	2745 BACON ST
1896000070	2900-02 ST LOUIS AV
1902000160	2725 ST LOUIS AV
1902000170	2727 ST LOUIS AV
1903000160	2825 ST LOUIS AV
1903000180	2829 ST LOUIS AV
976000040	2726 JAMES COOL PAPA BELL AV
978000145	2708 GAMBLE ST
980060010	2739 DR MARTIN LUTHER KING DR
982000020	2740-4 DELMAR BLVD
1000000110	2808 DAYTON ST
1001000090	2814 JAMES COOL PAPA BELL AV
1001000110	2806 JAMES COOL PAPA BELL AV
1002000140	2807 JAMES COOL PAPA BELL AV
1003000090	1357 N LEFFINGWELL AV
1005000280	2909 JAMES COOL PAPA BELL AV
1005000440	2953 JAMES COOL PAPA BELL AV
1005000450	2955-7 JAMES COOL PAPA BELL AV
1007000050	2945-7 GAMBLE ST
1008000110	1025-103 GLASGOW AV
1008000120	1023 GLASGOW AV
1027000100	3022 DR MARTIN LUTHER KING DR
1027000110	3020 DR MARTIN LUTHER KING DR
1028000390	3077 DR MARTIN LUTHER KING DR
1029000010	3060-4 THOMAS ST
1029000150	3026 THOMAS ST
1030000310	3021 THOMAS ST
1030000320	3023 THOMAS ST
1030000330	3025 THOMAS ST
2310000010	1849 CASS AV
2315000190	2301-3 CASS AV
2315000300	2409-11 CASS AV
2318000010	2346-8 HOWARD ST
2319000040	2238-40 HOWARD ST
2322030130	1631 19TH ST
2315000200	2305-7 CASS AV
2315000290	2407 CASS AV
2315000310	2413-5 CASS AV
2319000235	2225 MULLANPHY ST
2322030135	1629 19TH ST
2325000300	1700 25TH ST

2327000110	2513 MADISON ST
2327000160	2533 MADISON ST
2328000005	2351 MADISON ST
2330000300	2123 MADISON ST
2311000110	1855-9 CASS AV
2325000160	2301-3 HOWARD ST
2325000210	2317 HOWARD ST
2328000010	2347-9 MADISON ST
2330000080	1826-8 N 22ND ST
2331000100	2006 NORTH MARKET ST
1068000110	2516 W ST LOUIS AV
1070000015	2566 W DODIER ST
1070000020	2562 W DODIER ST
1070000030	2560 W DODIER ST
1070000040	2558 W DODIER ST
1070000170	2510 W DODIER ST
1070000180	2508 W DODIER ST
1070000190	2506 W DODIER ST
1070000200	2901 PARNELL ST
1071000090	2526 W SULLIVAN AV
1071000110	2516 W SULLIVAN AV
1071000260	2547 W DODIER ST
1071000270	2549 W DODIER ST
1071000280	2559 W DODIER ST
1071000290	2561 W DODIER ST
1073000130	2517 W SULLIVAN AV
1073000140	2519 W SULLIVAN AV
1073000160	2523 W SULLIVAN AV
1074000030	2532 HEBERT ST
1074000040	2530 HEBERT ST
1074000050	2528 HEBERT ST
1074000060	2526 HEBERT ST
1074000195	2548 HEBERT ST
1074000200	2546 HEBERT ST
1074000220	2542 HEBERT ST
1075000140	2500-2 SULLIVAN AV
1076000240	2547-9 UNIVERSITY ST
1077000170	2823 25TH ST
1077000180	2827 25TH ST
1079000040	2538 MONTGOMERY ST
1079000060	2534 MONTGOMERY ST
1079000210	2523 WARREN ST
1080000260	2535 BENTON ST
1080000270	2537 BENTON ST
1080000290	2541 BENTON ST
1081000210	2517 NORTH MARKET ST
1086000010	2336 UNIVERSITY ST
1086000160	2323 ST LOUIS AV
1086000170	2325-7 ST LOUIS AV
1086000180	2329 ST LOUIS AV
1088000070	2312 HEBERT ST
1089000120	2226 HEBERT ST
1089000300	2237 SULLIVAN AV
1090050090	2214-16 SULLIVAN AV
1091000010	2240 UNIVERSITY ST
1094000085	2224-30 WARREN ST
2315000230	2315 CASS AV

2318000131	2312 HOWARD ST
2318000135	2308 HOWARD ST
2318000140	2306 HOWARD ST
2319000070	2226 HOWARD ST
2319000080	2224 HOWARD ST
2319000090	2222 HOWARD ST
1094000240	2221 BENTON ST
1094000250	2227 BENTON ST
1095000100	2222 BENTON ST
1095000110	2220 BENTON ST
1098000270	3021 N 20TH ST
1104000050	1924 WRIGHT ST
1104000060	1920 WRIGHT ST
1104000070	1918 WRIGHT ST
1104000080	1916 WRIGHT ST
2322030040	1612 KNAPP ST
2324000190	2209 HOWARD ST
2324000200	2211 HOWARD ST
2325000120	2314 MADISON ST
2337000270	1601-03 N 17TH ST
2344000020	2134-6 BENTON ST
2346000040	2336 NORTH MARKET ST
2346000230	2329 MAIDEN LA
2347000120	2504 NORTH MARKET ST
2349000100	1721 N JEFFERSON AV
2349000230	2631 MADISON ST
2350000190	2623 HOWARD ST
2350000210	2627-33 HOWARD ST
2351000010	1514 ELLIOTT AV
2351000080	2628-34 HOWARD ST
2352000090	2718 MADISON ST
2352000220	2715 HOWARD ST
2353000020	1714 N LEFFINGWELL AV
2353000040	1722 N LEFFINGWELL AV
2358000050	2510 N GARRISON AV
2358000070	2516 N GARRISON AV
2358000150	2606 N GARRISON AV
2358000165	2610 N GARRISON AV
2358000230	2950 MONTGOMERY ST
2358000320	2617 SLATTERY ST
2352000060	2526 SLATTERY ST
2359000330	2603 GLASGOW AV
2359000440	2501 GLASGOW AV
2370020130	2723 DODIER ST
2370020150	2729 DODIER ST
2344000010	2138 BENTON ST
2371000200	2733 GREER AV
2374000020	3116 GLASGOW AV
2374000040	3128 GLASGOW AV
2375000210	2629-31 HEBERT ST
2376180220	2526 PALM ST
2376180240	2512 PALM ST
2376180415	2507 W HEBERT ST
2345000200	1827 N 22ND ST
2346000040	2336 NORTH MARKET ST
2346000240	2331 MAIDEN LA
2347000250	2543 MAIDEN LA

2349000110	1717 N JEFFERSON AV
2350000010	2628-30 MADISON ST
2350000200	2625 HOWARD ST
2350000220	1610-12 ELLIOTT AV
2351000150	2608-10 HOWARD ST
2352000280	2729 HOWARD ST
2325000270	2333 HOWARD ST
2327000090	2503 MADISON ST
2327000200	1800 N JEFFERSON AV
2327000210	1802 N JEFFERSON AV
2329000080	2221-3 MADISON ST
2330000110	1834 N 22ND ST
2330000115	1836-42 N 22ND ST
2330000310	2125-7 MADISON ST
2330000320	2129 MADISON ST
2331000060	1828-30 N 21ST ST
2331000200	1815-7 N 20TH ST
2353000050	1724-6 N LEFFINGWELL AV
2353000175	2707 MADISON ST
2353000190	2709 MADISON ST
2354000010	2714 NORTH MARKET ST
2354000160	1814 N LEFFINGWELL AV
2358000040	2508 N GARRISON AV
2358000060	2514 N GARRISON AV
2358000080	2518 N GARRISON AV
2358000131	2602-4 N GARRISON AV
2347000010	2552 NORTH MARKET ST
2347000020	2548 NORTH MARKET ST
2347000025	2544-46 NORTH MARKET ST
2347000140	2505-9 MAIDEN LA
2348000165	1820 ELLIOTT AV
2348000175	1822 ELLIOTT AV
2349000210	2627 MADISON ST
2349000220	2629 MADISON ST
2350000161	2615 HOWARD ST
2351000100	2624 HOWARD ST
2351000110	2622 HOWARD ST
2351000115	2616-20 HOWARD ST
2352000050	2728 MADISON ST
2352000060	2726 MADISON ST
2352000080	2722 MADISON ST
2352000260	2725 HOWARD ST
2352000270	2727 HOWARD ST
2353000070	1734 N LEFFINGWELL AV
2358000160	2608 N GARRISON AV
2358000220	2952 MONTGOMERY ST
2358000240	2948 MONTGOMERY ST
2358000355	2517-615 SLATTERY ST
2359000430	2503-5 GLASGOW AV
2353000210	2715 MADISON ST
2353000220	2717 MADISON ST
2353000230	2719 MADISON ST
2358000010	2500 N GARRISON AV
2358000020	2502 N GARRISON AV
2358000440	2513 SLATTERY ST
2365000120	2609 MONTGOMERY ST
2368000170	2629-31 ST LOUIS AV

2370020120	2721 DODIER ST
2370020140	2725 DODIER ST
2359000150	2614 SLATTERY ST
2359000160	2616 SLATTERY ST
2359000305	2607 GLASGOW AV
2359000320	2605 GLASGOW AV
2365000170	2627 MONTGOMERY ST
2365000180	2710-14 ELLIOTT AV
2371000100	3015-17 ELLIOTT AV
2372000090	3001 N JEFFERSON AV
2374000010	3114 GLASGOW AV
2365000190	2716-22 ELLIOTT AV
2370020070	2709 DODIER ST
2370020080	2711 DODIER ST
2370020100	2715 DODIER ST
2370020110	2719 DODIER ST
2370020260	2924 GLASGOW AV
2370020270	2928 GLASGOW AV
2371000150	2721 GREER AV
2375000230	2633 HEBERT ST
2376180210	2528-30 PALM ST
2376180230	2518-24 PALM ST
2376180420	2509 W HEBERT ST
2376180560	2559 W HEBERT ST
2379000110	2306 PALM ST
2373000080	2600-04 HEBERT ST
2374000090	2717 SULLIVAN AV
2376180070	2516-8 W PALM ST
2376180270	3523-5 25TH ST
2376180280	3517-9 25TH ST
2379000145	2303-05 HEBERT ST
1108000030	1820 WARREN ST
1843000150	2711-19 SHERIDAN AV
1843000160	2721 SHERIDAN AV
1843000170	2723 SHERIDAN AV
1843000180	2727 SHERIDAN AV
1844000084	2706 HOWARD ST
1844000250	2729 CASS AV
1844000260	2731 CASS AV
1844000270	2733-37 CASS AV
1844000280	2739-45 CASS AV
1847000080	1605 N LEFFINGWELL AV
1848000050	1719 N LEFFINGWELL AV
1848000060	1717 N LEFFINGWELL AV
1852000135	2946-48 CASS AV
1853000060	3051 SHERIDAN AV
1853000070	3053 SHERIDAN AV
1853000080	3055 SHERIDAN AV
1853000090	3057 SHERIDAN AV
1857180050	3226 MAGAZINE ST
1857180060	3224 MAGAZINE ST
1859000050	3510 COZENS AV
1883000180	3529 COZENS AV
1883000190	3531 COZENS AV
1883000200	3533 COZENS AV
1885000490	1713 BACON ST
1887000060	1804 COLEMAN AV

1887000450	1831 LAFLIN ST
1890000130	2508 COLEMAN AV
1890000140	2510 COLEMAN AV
1890000300	2601 N GARRISON AV
1890000460	2415 LAFLIN ST
1890000465	2409-11 LAFLIN ST
1891000010	2400 BACON ST
1891000160	2506 BACON ST
1891000170	2508 BACON ST
1891000180	2510 BACON ST
1892000275	2513-5 BACON ST
1893000050	2550 N GRAND BLVD
1893000070	2556 N GRAND BLVD
1895000030	3001 MONTGOMERY ST
1895000050	3005 MONTGOMERY ST
1895000060	3007 MONTGOMERY ST
1897000090	2844 ST LOUIS AV
1897000100	2842 ST LOUIS AV
1897000110	2840 ST LOUIS AV
1903000250	2845-7 ST LOUIS AV
1905000140	2947 MONTGOMERY ST
1905000150	2949 MONTGOMERY ST
1905000160	2951 MONTGOMERY ST
1905000170	2953 MONTGOMERY ST
1906000140	2749 N GARRISON AV
1984000030	3160 BRANTNER PL
1984000560	3315 DR MARTIN LUTHER KING DR
2318000080	2324 HOWARD ST
2319000230	2223 MULLANPHY ST
2325000170	2305 HOWARD ST
2325000190	2313 HOWARD ST
2325000200	2315 HOWARD ST
2327000118	2521 MADISON ST
2328000060	2335 MADISON ST
2328000070	2331 MADISON ST
2328000080	2329 MADISON ST
2330000040	1820 N 22ND ST
2331000110	2004 NORTH MARKET ST
2332000095	1923-25 MADISON ST
2342000020	1948 NORTH MARKET ST
2343000040	2007 NORTH MARKET ST
2346000180	2313 MAIDEN LA
2348000060	1811 N JEFFERSON AV
2348000100	1800 ELLIOTT AV
2348000110	1802 ELLIOTT AV
2349000080	1725 N JEFFERSON AV
2349000090	1723 N JEFFERSON AV
2351000020	1516 ELLIOTT AV
2351000180	1515 N JEFFERSON AV
2351000240	2621-33 CASS AV
2351000250	2621 CASS AV
2353000010	1712 N LEFFINGWELL AV
2353000140	1717 ELLIOTT AV
2353000150	1711 ELLIOTT AV
2353000160	2701 MADISON ST
2353000165	2703 MADISON ST
2353000170	2705 MADISON ST

2354000040	1817 ELLIOTT AV
2354000050	1815 ELLIOTT AV
2358000090	2520 N GARRISON AV
2358000110	2528-30 N GARRISON AV
2358000120	2600 N GARRISON AV
2358000250	2946 MONTGOMERY ST
2358000260	2940-42 MONTGOMERY ST
2358000270	2930 MONTGOMERY ST
2358000280	2629-31 SLATTERY ST
2358000290	2625-27 SLATTERY ST
2359000050	2512 SLATTERY ST
2359000060	2516 SLATTERY ST
2359000070	2518-20 SLATTERY ST
2370020160	2731 DODIER ST
2370020170	2733 DODIER ST
2371000090	3019-21 ELLIOTT AV
2373000170	2621-23 SULLIVAN AV
2375000060	2614 PALM ST
2376180010	2536-8 W PALM ST
2376180170	2548-50 PALM ST
2376180320	2525 HEBERT ST
2376180330	2527 HEBERT ST
2376180340	2529-31 HEBERT ST
2376180520	2547 W HEBERT ST
2379000195	2337 HEBERT ST
6472000050	2000-06 OLIVE ST
2358000450	2511 SLATTERY ST
2358000460	2509 SLATTERY ST
2358000470	2507 SLATTERY ST
1904000040	2808 DODIER ST
1079000290	2543 WARREN ST
1907000085	3500-02 ST LOUIS AV
1029000320	3015 JAMES COOL PAPA BELL AV
1029000315	3013 JAMES COOL PAPA BELL AV
1085000200	2321 MONTGOMERY ST
1085000190	2319 MONTGOMERY ST
1085000180	2317 MONTGOMERY ST
1085000170	2313 MONTGOMERY ST
2352000330	2743 HOWARD ST
2352000320	2741 HOWARD ST
1844000330	2728 HOWARD ST
1844000090	1523-25 ELLIOTT AV

EXHIBIT J

Form of Report prepared by Developer to Assist City in Determining TIF Revenues

Tax Increment Financing (TIF) District:
 Quarterly Information*

For Period: _____

Business Name: _____

Address:** _____

Contact Person: _____

Phone Number: _____

Federal I.D. Number: _____ State I.D. Number: _____

Sales Tax Site Number: _____

Earnings Tax withholding:
 (Form W-10)

Earnings tax:
 (Business Return Form 234 - Annual)

Payroll tax:
 (Form P-10)

Please forward the above information to:

City of St. Louis, Comptroller's Office
 Tax Increment Financing
 1200 Market Street, Room 311
 St. Louis, Missouri 63103

I, _____ in my capacity as _____
 hereby certify that I am authorized by _____ to release
 such confidential tax records referenced herein and that such records are true
 and correct to my knowledge.

Signature

* This information will not be part of any public record.
 ** Information is required for this specific location only. Do not combine with any other location.

EXHIBIT K

Property Maintenance Plan

With respect to the property in the Redevelopment Area that is owned by Developer or any Related Entity, the following maintenance programs shall be observed within thirty (30) days of the execution of this Agreement:
 Developer shall take appropriate action to maintain such properties in a manner necessary to prevent danger to the lives or safety of persons, whether occupants or otherwise.

- Developer shall take appropriate action to keep properties in compliance with applicable safety codes and ordinances.
- The lawn and grass of such properties shall be mowed no less than once every thirty (30) days during the months of March through October (subject to interruptions to such schedule necessitated by construction or demolition activity on a subject parcel), and any unsafe or decayed trees shall be removed.
- The exterior windows and doors of any unoccupied properties (including second floor exterior windows and doors) shall be secured and boarded up in accordance with the Building Code of the City of St. Louis.
- Where appropriate, the Developer shall post no trespassing and other warning signage.
- The Developer shall promptly take any appropriate action required by the Division of Inspection and Building.
- The Developer shall designate a specific person for the public or the City to contact and to receive comments and questions from the public and the City in connection with maintenance and related issues regarding such properties, and shall advise the City in writing of such designation.

Approved: November 10, 2009