

AN ORDINANCE AUTHORIZING THE EXECUTION OF A REIMBURSEMENT AGREEMENT AND OTHER RELATED ACTIONS IN CONNECTION WITH THE REDEVELOPMENT OF THE CHESTERFIELD VALLEY REDEVELOPMENT AREA.

WHEREAS, pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800 to 99.865, RSMo (the "TIF Act"), and upon recommendation of the City's Tax Increment Financing Commission, the City Council adopted Ordinance Nos. 953, 954 and 955 on October 17, 1994, (1) approving a redevelopment plan pursuant to the TIF Act (the "Redevelopment Plan"), (2) designating the Chesterfield Valley area within the City as the Redevelopment Area (as defined in the Redevelopment Plan), and (3) establishing the Special Allocation Fund for the payment of redevelopment project costs and obligations; and

WHEREAS, the Redevelopment Plan approves the payment from TIF Revenues of certain redevelopment project costs incurred within the Redevelopment Area, including costs associated with local valley road improvements, and planning, legal and other professional services required to implement the Redevelopment Plan; and

WHEREAS, GHH Investments, L.L.C. (the "Developer"), owns certain real property within the Redevelopment Area, and intends to construct thereon certain improvements; and

WHEREAS, pursuant to provisions of the TIF Act, the Redevelopment Plan, and Ordinance No. 1454, adopted September 23, 1998, relating to Developer's improvements, the City requires that certain local valley road improvements be constructed, including the four-way intersection of Edison and Long Roads and the signalization of that intersection (the "Project"); and

WHEREAS, the City Council hereby determines that (i) construction of the Project, (ii) the reimbursement of the Developer by the City for certain costs incurred in furtherance of the Project from TIF Revenues on deposit in the Special Allocation Fund, and (iii) the execution and fulfillment generally of a Reimbursement Agreement between the City and the Developer providing for such reimbursement, are in the best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the TIF Act and the public purposes specified in the Redevelopment Plan; and

WHEREAS, the TIF Act and the Redevelopment Plan authorize the City to acquire private property through the City's power of eminent domain when such property is necessary to achieve the purposes of the Redevelopment Plan; and

WHEREAS, pursuant to the TIF Act and Section 88.497, RSMo, the City is authorized to condemn property for the construction and improvement of streets and roads; and

WHEREAS, the acquisition of the two right-of-way easements, one temporary construction easement and one stormwater, drainage and retention easement affecting the property located to the east of Long Road and shown as the four hatched parcels on the attached **Exhibit A**, in furtherance of the Project, (hereinafter referred to collectively as the "Easements") is necessary for the furtherance of the Redevelopment Plan and for the construction and improvement of the Project; and

WHEREAS the City has engaged in good faith negotiations for the acquisition of the Easements but has been unable to reach an agreement with the owners of the property on the price to be paid for the Easements;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI, AS FOLLOWS:

Section 1. The City Council hereby ratifies and confirms its approval of the Project to be implemented in furtherance of the Redevelopment Plan.

Section 2. TIF Revenues on deposit in the Special Allocation Fund shall be used to reimburse the Developer for portions of the Project costs, as provided in the Reimbursement Agreement.

Section 3. The City Administrator is hereby authorized and directed to execute, on behalf of the City, the Reimbursement Agreement between the City and the Developer, and the City Clerk is hereby authorized and directed to attest to the Reimbursement Agreement and to affix the seal of the City thereto. The Reimbursement Agreement shall be in substantially the form attached hereto as **Exhibit B**, which Reimbursement Agreement is hereby approved by the City Council, with such changes therein as shall be consistent with the intent and purposes of this Ordinance and approved by the officers of the City executing same.

Section 4. It is hereby deemed necessary for the purposes of carrying out the Redevelopment Plan and for the construction and improvement of the Project that the City acquire the Easements.

Section 5. The City has been unable to acquire the Easements through good faith negotiations.

Section 6. The Easements are to be acquired by the City through its powers of eminent domain authorized by Section 99.820, RSMo and Section 88.497, RSMo, as amended.

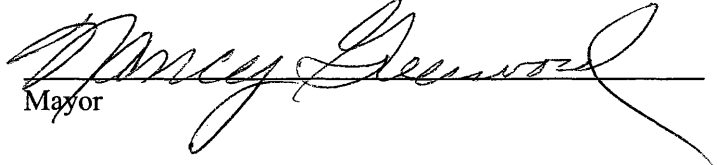
Section 7. The City Attorney, City's Special Counsel and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent to this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, agreements or other documents as may be necessary, desirable, convenient or proper to perform all matters herein authorized.

Section 5. The sections, paragraphs, phrases, clauses and words of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portion of this Ordinance shall be valid unless the court finds the valid portions of this Ordinance are so essential and dependent upon the void portion that it cannot be presumed that the City Council would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 6. This Ordinance shall take effect and be in full force from and after its passage of the City Council and approval by the Mayor, *provided that* the Developer delivers to the City at least two fully executed copies of the Reimbursement Agreement authorized herein within 30 days of the adoption of this Ordinance.

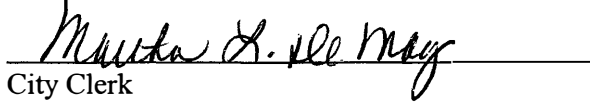
PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER, 2000.

(SEAL)



Mayor

Attest:






City Clerk

EXHIBIT A

EASEMENTS

(Attached hereto.)

-  RIGHT OF WAY DEDICATION FOR LONG ROAD
-  RIGHT OF WAY DEDICATION FOR EDISON AVE.
-  TEMPORARY SLOPE & CONSTRUCTION LICENSE

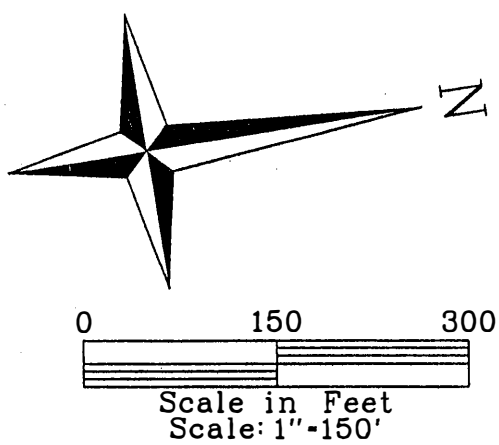
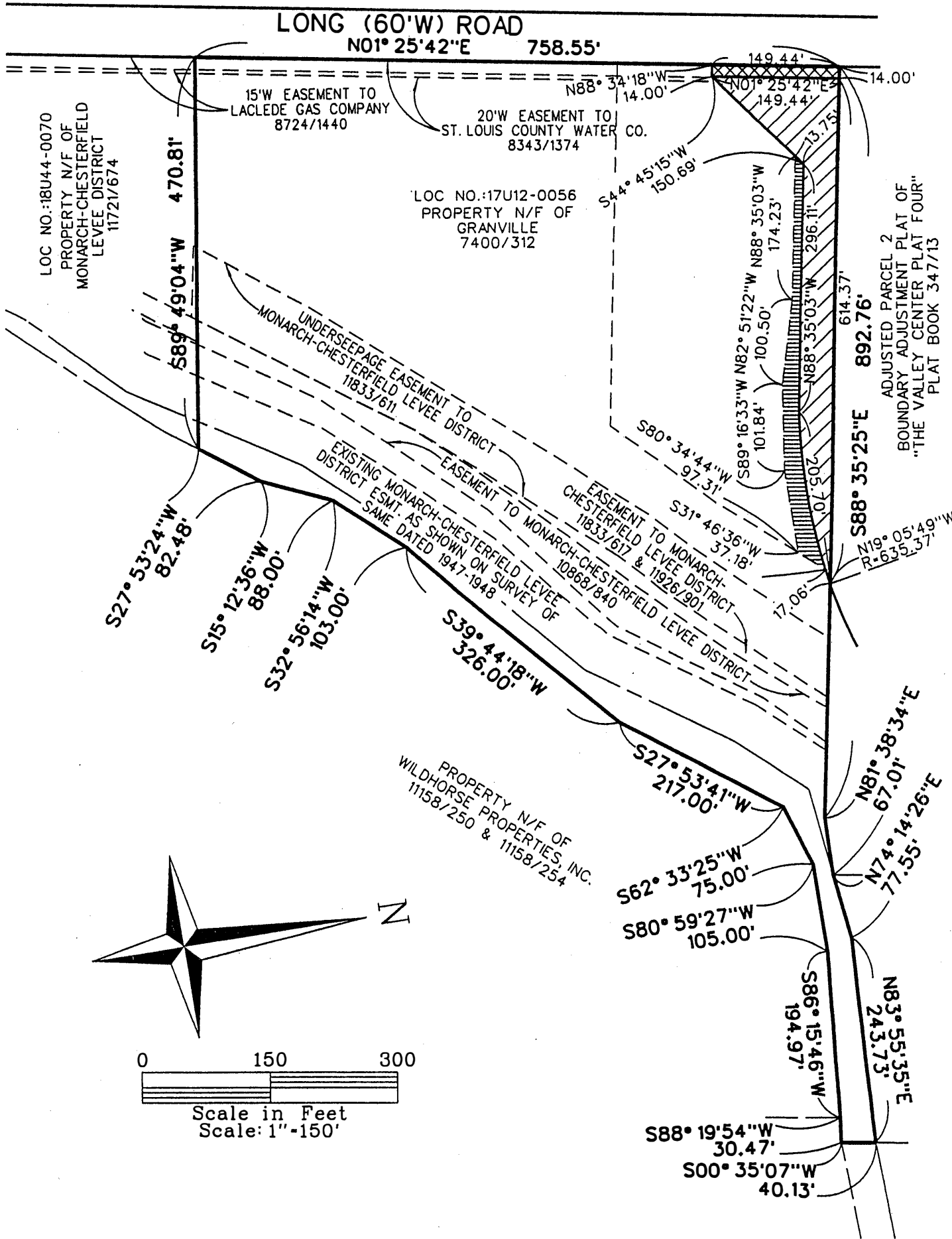


EXHIBIT "A"

INITIAL:

A TRACT OF LAND BEING PART OF LOT 1 OF THE PARTITION OF DAMIAN KROUNUNGS ESTATE AND PART OF LOT 2 OF THE SUBD. OF U.S. SURVEY 126 & PART OF SHARE 7 OF THE PETER STEFFAN ESTATE, U.S. SURVEY 126 TOWNSHIP 45 NORTH - RANGE 4 EAST ST. LOUIS COUNTY, MISSOURI

15'W EASEMENT TO
LACLEDE GAS COMPANY
8724/1440

20'W EASEMENT TO
ST. LOUIS COUNTY WATER CO.
8343/1374

LONG (60'W) ROAD
N01° 25' 42" E

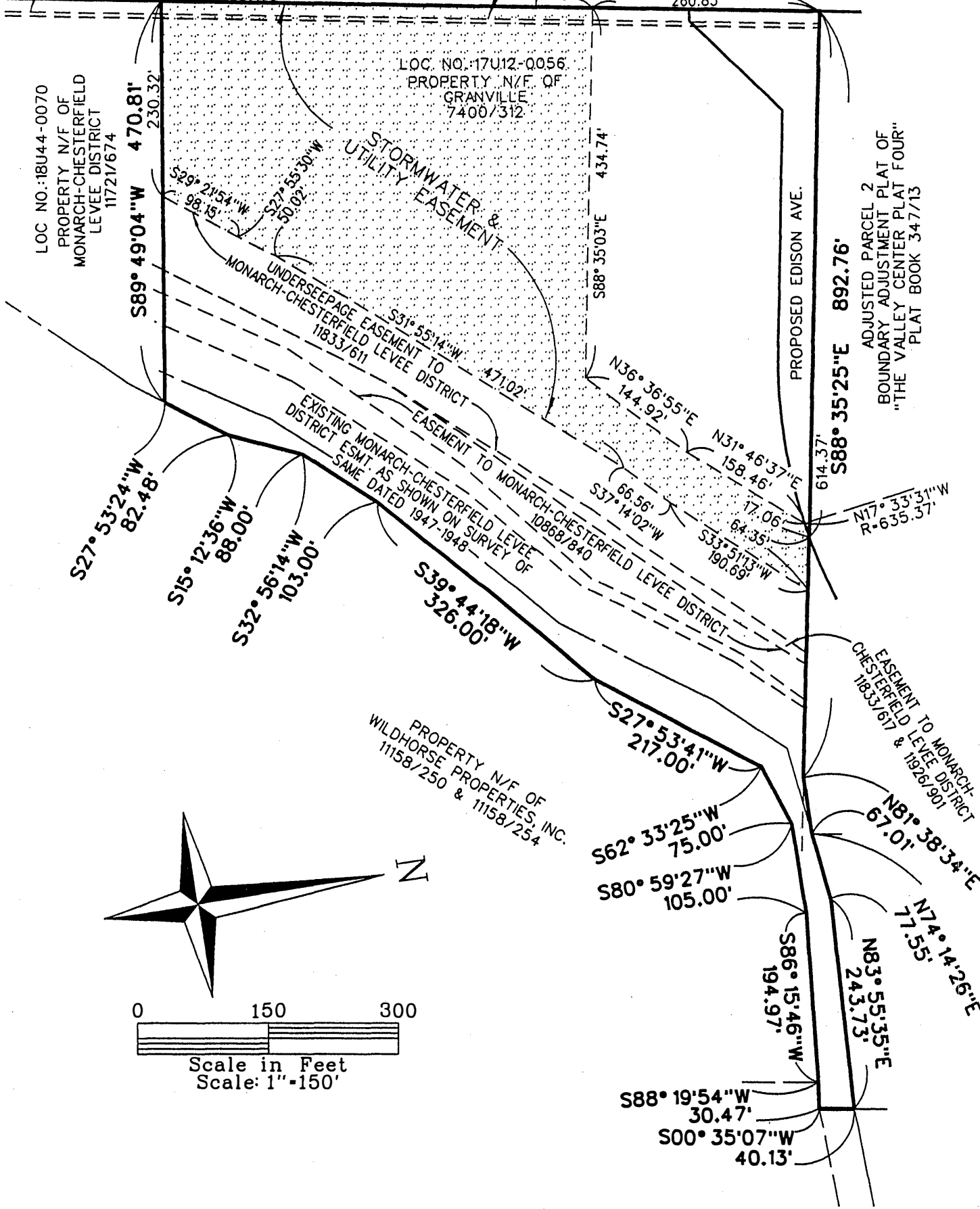


EXHIBIT "A"

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PARTITION OF DAMIAN KROUNUNGS ESTATE AND PART
OF LOT 2 OF THE SUBD. OF U.S. SURVEY 126 & PART OF
SHARE 7 OF THE PETER STEFFAN ESTATE, U.S. SURVEY 126
TOWNSHIP 45 NORTH - RANGE 4 EAST
ST. LOUIS COUNTY, MISSOURI

EXHIBIT B

Form of Reimbursement Agreement

(Attached hereto.)

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (this "Agreement") is made and entered into as of this ____ day of _____, 2000, by and between the CITY OF CHESTERFIELD, MISSOURI, an incorporated political subdivision of the State of Missouri (the "City"), and G.H.H. INVESTMENTS, L.L.C., a Missouri limited liability company (the "Developer"). (All capitalized terms used herein, other than proper nouns, shall have the meanings ascribed to them in Paragraph 1 of this Agreement, except as they may be defined elsewhere in this Agreement.)

RECITALS

A. Pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800 to 99.865, RSMo. 1994 (the "TIF Act") and upon recommendation of the City's Tax Increment Financing Commission, the City Council adopted Ordinance Nos. 953, 954 and 955 on October 17, 1994, (1) approving a redevelopment plan pursuant to the TIF Act (the "Redevelopment Plan"), (2) designating the Chesterfield Valley area within the City as the Redevelopment Area (as defined in the Redevelopment Plan), and (3) establishing the Special Allocation Fund for the payment of redevelopment project costs and obligations; and

B. The Redevelopment Plan approves the payment from TIF Revenues of certain redevelopment project costs incurred within the Redevelopment Area, including costs associated with local valley road improvements, and planning, legal and other professional services required to implement the Redevelopment Plan; and

C. The Developer owns certain real property within the Redevelopment Area, and intends to construct thereon certain improvements; and

D. Pursuant to provisions of the TIF Act, the Redevelopment Plan, and Ordinance No. 1454, adopted September 23, 1998 (the "Ordinance") relating to Developer's improvements, the City requires that certain local valley road improvements be constructed, including the four-way intersection of Edison and Long Roads and the signalization of that intersection (the "Project"); and

E. Pursuant to the Ordinance, the City has agreed to consider and pursue this Agreement for the reimbursement of certain Project costs.

F. Pursuant to provisions of the TIF Act and the Redevelopment Plan, the City is authorized to enter into this Agreement and to reimburse the Developer for certain costs incurred in furtherance of the Project from TIF Revenues on deposit in the Special Allocation Fund; and

G. On September 18, 2000, and after due consideration, the City Council adopted Ordinance No. _____ (1) approving the Project, (2) approving the use of TIF Revenues to reimburse Developer for portions of the Project costs, and (3) approving this Agreement.

H. The City Council hereby determines that construction of the Project and the fulfillment generally of this Agreement are in the best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the TIF Act and the public purposes specified in the Redevelopment Plan.

AGREEMENT

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

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

"Certificate of Reimbursable Project Costs" means a document substantially in the form of **Exhibit D**, attached hereto and incorporated by reference, delivered by the Developer to the City in accordance with this Agreement and evidencing that the Developer has incurred Reimbursable Project Costs.

"Certificate of Substantial Completion" means a document substantially in the form of **Exhibit A**, attached hereto and incorporated by reference, delivered by the Developer to the City in accordance with this Agreement and evidencing the Developer's satisfaction of all obligations and covenants to construct the Project.

"City Administrator" means the City Administrator or acting City Administrator of the City or his/her duly authorized designee.

"Project" means the project described in the recitals to this Agreement, including but not limited to the construction and signalization of a four-way intersection at Edison and Long Roads.

"Real Property" means that area within the Redevelopment Area upon which the Project is constructed, including any interest in such real property reasonably necessary for access to the Project for maintenance purposes, as more particularly described and depicted on **Exhibit B** hereto.

"Reimbursable Project Costs" means only those costs of the Project set forth on **Exhibit C** hereto, which in the aggregate shall not exceed \$367,899.00.

"Special Allocation Fund" means the Chesterfield Valley Special Allocation Fund created by Ordinance No. 954, adopted by the City Council on October 17, 1994.

"TIF Revenues" means: available and unencumbered (a) payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of Real Property in the Redevelopment Area over and above the initial equalized assessed value (as that term is used and described in Section 99.845.1 of the TIF Act) of each such unit of property, as paid to the City's Treasurer by the St. Louis County Collector of Revenue during the term of the Redevelopment Plan and the Redevelopment Project (as that term is defined in the Redevelopment Plan); and (b) fifty percent (50%) of the total additional revenues from taxes which are imposed by the City or any other taxing district (as that term is defined in Section 99.805(12) of the TIF Act) and which are generated by economic activities within the Redevelopment Area over the amount of such taxes generated by economic activities within the Redevelopment Area in the calendar year ending December 31, 1996 (subject to annual appropriation by the City as provided in the TIF Act), but excluding therefrom any taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments and personal property taxes, other than payments in lieu of taxes.

2. Developer Designation. The City hereby selects the Developer to construct the Project in accordance with the Redevelopment Plan, this Agreement and the Ordinance.

3. Developer to Advance Costs. The Developer agrees to advance the costs of the Project as necessary to complete the Project. Any Reimbursable Project Costs advanced by the Developer shall be eligible for reimbursement exclusively from TIF Revenues.

4. Intersection Property. The City represents that it has either acquired, made appropriate arrangements for acquiring or initiated condemnation proceedings with respect to the real property necessary for construction of the Project, and the City agrees to proceed with all due haste to acquire title to and make available to the Developer, at no cost, all such property.

5. Construction of the Project. The Developer shall construct the Project in a good and workmanlike manner in accordance with applicable law and according to plans and specifications approved in writing by the City in the reasonable exercise of its sole discretion.

6. Construction Contracts. The Developer may enter into one or more construction contracts to construct the Project. Prior to execution of any construction contract, the Developer shall provide satisfactory documentation to the City evidencing that any recourse of any such contractor against the City is limited to: (i) the Special Allocation Fund in such amount as may be lawfully due such contractor for labor or materials used in the construction of the Project, provided that in no event shall such amount exceed the amount of Reimbursable Project Costs due the Developer pursuant to the terms of this Agreement; or (ii) any mechanic's lien rights such contractor may have against the Real Property. Prior to the commencement of construction of the Project, the Developer shall obtain or shall ensure that any such contractor obtain insurance coverage as hereinafter set forth:

- (i) Builder's risk insurance, written on the so called "Builder's Risk - Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Project at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy. The interest of the City shall be protected in accordance with a clause in form and content satisfactory to the City:
- (ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an owner's contractor's policy, with limits against bodily injury and property damage of not less than One Million Dollars (\$1,000,000) for each occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and
- (iii) Workers' compensation insurance, with statutorily required coverage.

Prior to commencement of construction of the Project, the Developer shall deliver to the City evidence of all insurance to be maintained by such contractor as required by this Section. Developer shall ensure that the insurance required is maintained by any such contractor for the duration of the construction of the Project.

7. Bids. In accordance with applicable law and prior to execution of any contract with sub-contractors for constructing the Project, the Developer shall obtain at least three (3) competitive bids for

the construction of the Project or portions thereof and shall provide documentation satisfactory to the City evidencing such competitive bids. The Developer may select such general contractor as it deems fit without the necessity of obtaining a competitive bid; *provided that* such general contractor's total fee for general conditions, overhead and profit in constructing the Project shall not exceed 10% of the aggregate contract price to be paid to all sub-contractors for constructing the Project. The Developer agrees that the final selection of sub-contractor(s) for the Project is in the City's sole discretion.

8. Certificate of Reimbursable Project Costs. At any time prior to substantial completion of the Project, the Developer may submit to the City one Certificate of Reimbursable Project Costs substantially in the form of **Exhibit D** and requesting reimbursement for Reimbursable Project Costs in an amount not to exceed ninety percent (90%) of the aggregate Reimbursable Project Costs authorized on **Exhibit C** hereof. Upon acceptance of the Certificate of Reimbursable Project Costs, which acceptance shall not be unreasonably withheld, the City shall pay to the Developer the Reimbursable Project Costs in the amount certified in such Certificate and accepted in accordance with this **Section 8**; *provided that* nothing in this Agreement shall obligate the City to reimburse the Developer for any portion of such Reimbursable Project Costs unless the Developer shall first provide to the City itemized invoices, receipts or other information evidencing such costs in accordance with **Exhibit D**.

9. Certificate of Substantial Completion. Promptly after substantial completion of the Project in accordance with the provisions of this Agreement, the Developer will furnish to the City a Certificate of Substantial Completion substantially in the form of **Exhibit A**, and the City Administrator shall accept in writing the Certificate of Substantial Completion if the City Administrator determines in the reasonable exercise of his or her discretion that the Project has been completed in substantial conformity with this Agreement. If the City Administrator shall refuse or fail to accept such Certificate of Substantial Completion, the City shall, within fifteen (15) days after written request by the Developer, provide to the Developer a written statement stating in adequate detail in what respects the Developer has failed to complete the Project in reasonable accordance with this Agreement or is otherwise in default (a "Default"), and what reasonable measures or acts the Developer must take or perform to obtain such acceptance. If such Default pertains only to a discrete portion of the Reimbursable Project Costs set forth on such Certificate of Substantial Completion, the City Administrator shall accept and approve such Certificate of Substantial Completion in the amount of those Reimbursable Project Costs not related to the Default, such amount not to exceed ninety percent (90%) of the aggregate Reimbursable Project Costs authorized on **Exhibit C** hereof, and shall withhold acceptance and payment of the remaining Reimbursable Project Costs, such amount not to be less than ten percent (10%) of the aggregate Reimbursable Project Costs authorized on **Exhibit C** hereof, until the Developer has presented evidence satisfactory to the City Administrator in the reasonable exercise of his or her discretion that the Default is cured. Such certification by the Developer and final acceptance by the City shall be a conclusive determination of the satisfaction of the Developer's agreements and covenants to construct the Project in accordance with this Agreement.

10. City's Obligation to Reimburse Developer. Upon acceptance of the Certificate of Substantial Completion or portion thereof, the City shall pay to the Developer the Reimbursable Project Costs in the amount certified in the Certificate of Substantial Completion and accepted in accordance with **Section 9** hereof, subject to the aggregate limit set forth on **Exhibit C** hereof.

11. Release and Indemnification.

11.1 Notwithstanding anything herein to the contrary, the City 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 of

the City adopted in connection with either the TIF Act, this Agreement or the Redevelopment Plan, shall be 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.

11.2 For a period commencing on the date of this Agreement and ending on the date that is one (1) year subsequent to the date of written acceptance of the Project by the City, the Developer releases the City from and covenants and agrees that the City and its governing body members, officers, agents, servants and employees shall not be liable for, and agrees to indemnify and hold harmless the officers, agents, servants, and employees thereof against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any latent defect in the construction of the Project.

11.3 The City and its governing body members, offices, agents, servants and employees shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Project due to any act of negligence of any person.

11.4 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, servants or employees in their individual capacities.

11.5 No official, employee or representative 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 obligations which may become due to any party under the terms of this Agreement.

11.6 The Developer agrees to indemnify and hold the City, its employees, agents and independent contractors, harmless from and against any and all suits, claims and cost of attorneys' fees, resulting from, arising out of, or in any way connected with the negligence or willful misconduct of the Developer, its employees, agents or independent contractors in connection with the design and construction of the Project.

11.7 Except as otherwise provided in this **Section 11**, the indemnifications contained in this **Section 11** shall survive termination or expiration of this Agreement.

12. Assignment. The rights, duties and obligations of this Agreement shall be assignable subject to prior written approval of the other party, which approval shall not be unreasonably withheld or delayed.

13. Remedies. Except as otherwise provided in this Agreement in the event of any default in or breach of any term or condition of this Agreement by either party or any permitted successor or assign, the defaulting or breaching party shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach, and, shall, in any event, within thirty (30) days after receipt of such notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and

remedy such default or breach, including but not limited to proceedings to compel specific performance by the defaulting or breaching party.

14. Notices. Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, or delivered personally,

(i) In the case of the Developer, to:

G.H.H. INVESTMENTS, L.L.C.
c/o Brett J. Hardesty
232 Chesterfield Industrial Blvd.
Chesterfield, Missouri 63005

And to:

G.H.H. INVESTMENTS, L.L.C.
c/o Michael J. Hejna
Gundaker Commercial Group
2458 Old Dorsett Road #110
St. Louis, Missouri 63043

With a copy to:

Michael J. Doster, Esq.
Doster, Robinson, James, Hutchison & Ullom, P.C.
16476 Chesterfield Airport Road
Chesterfield, Missouri 63017

(ii) In the case of the City, to:

The City of Chesterfield
922 Roosevelt Parkway
Chesterfield, Missouri 63017
Attention: City Administrator

With copies to:

James E. Mello, Esq.
Armstrong Teasdale LLP
One Metropolitan Square, Suite 2600
St. Louis, Missouri 63102-2740

and

Douglas R. Beach, Esq.
Beach, Burke, Helfers & Mittleman
222 South Central, Suite 900
Clayton, Missouri 63105

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

15. Inspection. The Developer shall allow authorized representatives of the City access to the Real Property from time to time for reasonable inspection thereof upon reasonable advance notice.

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

17. Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement between the parties related to the Project and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be effective when signed by the authorized agents of the parties, and shall be amended only by a writing signed by the authorized agents of the parties.

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

19. 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.

20. Representatives Not Personally Liable. No 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.

21. Recordable Memorandum. The City may at its option, record a memorandum of this Agreement and certain provisions hereunder.

22. Representations of the City. The City hereby represents and warrants that the City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be 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.

23. Representations of the Developer. The Developer hereby represents and warrants that the Developer has full corporate power, and financial capabilities, 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.

(The rest of this page is intentionally left blank.)

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

"CITY"

THE CITY OF CHESTERFIELD, MISSOURI

(SEAL)

By: _____
City Administrator

Attest:

City Clerk

"DEVELOPER"

G.H.H. INVESTMENTS, L.L.C.

By: _____
Co-managing Member

By: _____
Co-managing Member

ACKNOWLEDGMENT

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

On this _____ day of _____, 2000, before me, the undersigned, a Notary Public, appeared Michael Herring, to me personally known, who, being by me duly sworn, did say that he is the City Administrator of THE CITY OF CHESTERFIELD, MISSOURI, a body politic and corporate duly authorized, incorporated and existing under and by virtue of the laws of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its City Council, and said official acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

(SEAL)

My commission expires: _____

ACKNOWLEDGMENT

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

On this ____ day of _____, in the year 2000, before me, the undersigned, a Notary Public in and for said state, personally appeared Brett J. Hardesty and Michael J. Hejna, the Co-managing Members of G.H.H. INVESTMENTS, L.L.C, a Missouri limited liability company, known to me to be the persons who executed the within Reimbursement Agreement, and did state that the seal affixed to the within instrument is the corporate seal of said company and that said instrument was signed and sealed in behalf of said Company by authority of its Co-managing Members, and acknowledged to me that they executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

(SEAL)

My commission expires: _____

EXHIBIT A

Certificate of Substantial Completion

The undersigned is the _____ of GHH Investments L.L.C. (the "Developer") under that certain Reimbursement Agreement dated as of _____, 2000 (the "Agreement") between the Developer and the City of Chesterfield, Missouri (the "City"). All terms not otherwise defined herein shall have the meanings given them in the Agreement. The Project has been constructed on the Real Property described in the Agreement. The undersigned hereby certifies to the City that:

1. (a) the construction of the Project has been reviewed and found to be substantially complete; (b) the work has been performed in a workmanlike manner and in accordance with the construction plans approved by the City; (c) lien waivers for applicable portions of the work have been obtained; (d) the date of substantial completion of the Project is the date of this Certificate; and (e) the costs incurred in the substantial completion of the Project total not less than \$ _____, as follows:

<u>Payee</u>	<u>Amount</u>	<u>Description of Reimbursable Project Costs</u>
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2. Each item listed above is a Reimbursable Project Cost and was incurred in connection with the repairing, equipping and constructing of the Project. Attached to this Certificate is supporting documentation of the nature and amount of each Reimbursable Project Cost submitted herein.

3. These Reimbursable Project Costs have been incurred by the Developer and are presently due and payable or have been paid by the Developer and are payable or reimbursable under the Agreement.

4. Each item listed above has not previously been paid or reimbursed from moneys in the Special Allocation Fund and no part thereof has been included in any other certificate previously filed with the City.

5. 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.

6. All necessary permits and approvals required for the Project for which this certificate relates have been issued and are in full force and effect.

7. All work for which payment or reimbursement is requested has been performed in a good and workman like manner and in accordance with the Agreement.

8. The Developer is not in default or breach of any term or condition of the Agreement.

Dated this _____ day of _____, 2000.

"DEVELOPER"

G.H.H. INVESTMENTS, L.L.C.

By: _____

Title: _____

Approved for Payment this _____ day of _____, 2000.

CITY OF CHESTERFIELD, MISSOURI

By: _____

Title: _____

EXHIBIT B

Depiction of the Property

(Attached hereto.)

MATCH LINE STATION 12+00 SEE SHEET 12

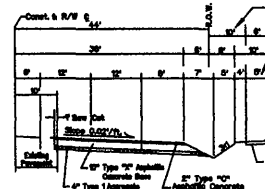
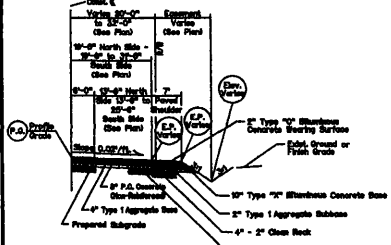
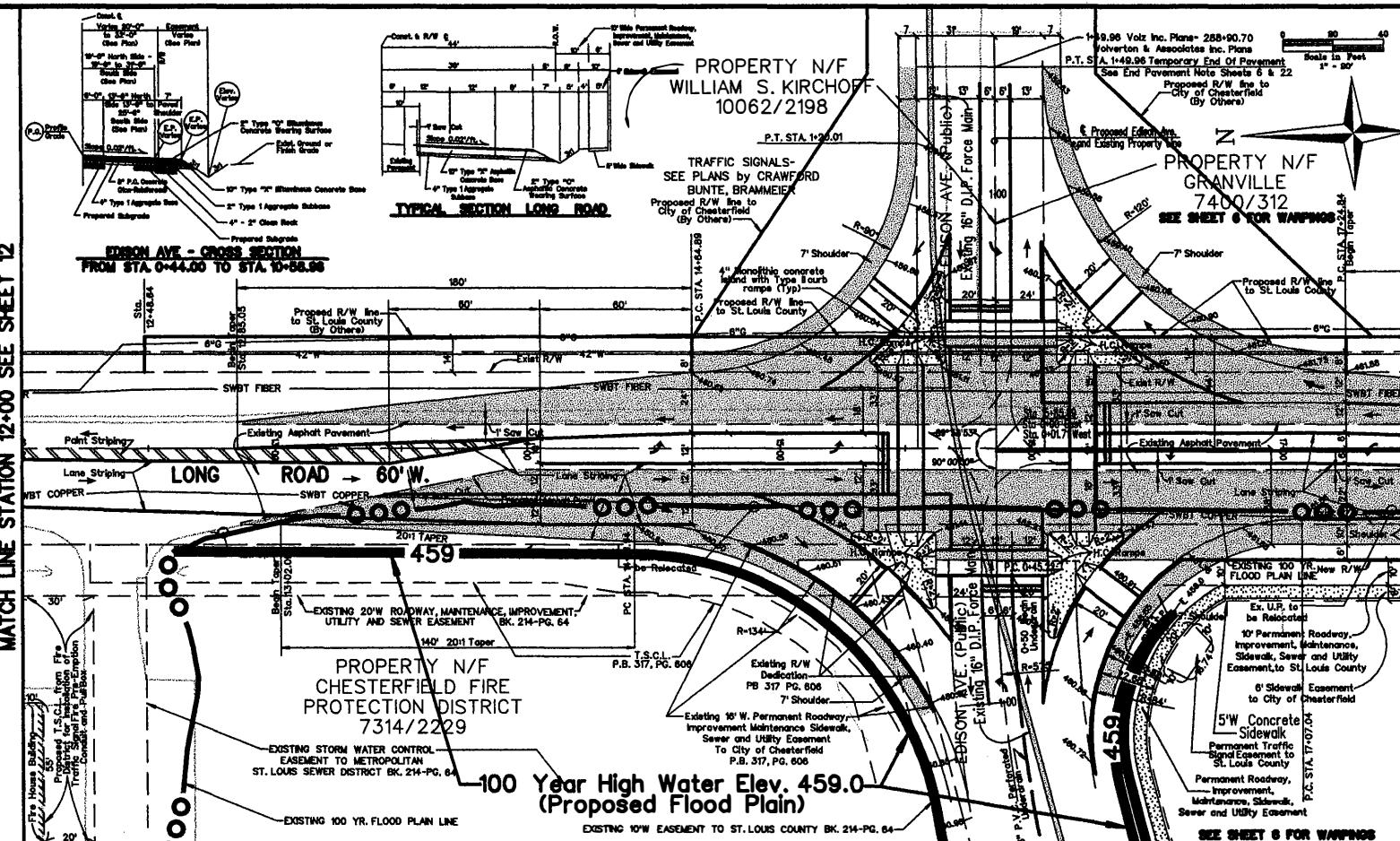
**EDISON AVE - CROSS SECTION
FROM STA. 0+44.00 TO STA. 10+58.98**

TYPICAL SECTION LONG ROAD

PROPERTY N/F
**WILLIAM S. KIRCHOFF
10062/2198**

TRAFFIC SIGNALS-
**SEE PLANS BY CRAWFORD
BUNTE, BRAMMEIER**

PROPERTY N/F
**GRANVILLE
7400/312
SEE SHEET 6 FOR WAPPINGS**



PROPERTY N/F
**CHESTERFIELD FIRE
PROTECTION DISTRICT
7314/2229**

**100 Year High Water Elev. 459.0
(Proposed Flood Plain)**

SEE SHEET 6 FOR WAPPINGS

MATCH LINE STATION 17+50 SEE SHEET 14

458.98	MATCH LINE STATION 12+00 SEE SHEET 12	Existing Centerline Profile								MATCH LINE STATION 17+50 SEE SHEET 14
458.50		<p>The contractor shall notify the St. Louis County Division of Traffic Engineering at (314) 897-2143 24 hours in advance of any striping related work. All grinding of existing striping and installation of temporary striping as required by the Engineer shall be performed by the Contractor. All permanent striping will be installed by St. Louis County Department of Highways & Traffic.</p> <p style="text-align: right;"> LONG ROAD IMPROVEMENTS P.O. 62664 ST. LOUIS, MO 63165 314-897-2143 </p>								
458.02										
457.54										
457.06										
456.58										
456.10										
455.62										
455.14										
454.66										
454.18										

TOWNE CENTRE

VOLZ

LONG ROAD
IMPROVEMENTS

13

W.L.M. Investments, LLC
Planners & Associates Inc. Plans
149-98 Volz Inc. Plans - 288-90.70
P.T. STA. 1+49.96 Temporary End Of Pavement
(See End Pavement Note Sheets 6 & 22
Proposed R/W line to
City of Chesterfield
(By Others))

TRAFFIC SIGNALS-
SEE PLANS BY CRAWFORD
BUNTE, BRAMMEIER

PROPERTY N/F
GRANVILLE
7400/312
SEE SHEET 6 FOR WAPPINGS

149-98 Volz Inc. Plans - 288-90.70
P.T. STA. 1+49.96 Temporary End Of Pavement
(See End Pavement Note Sheets 6 & 22
Proposed R/W line to
City of Chesterfield
(By Others))

EXHIBIT C

Reimbursable Project Costs

(Attached hereto.)

**EDISON AVE. LONG ROAD INTERSECTION
(EAST SIDE ONLY)**

1	ENGINEERING/DESIGN/SURVEY (12,500/2)	6,250
2	STOPLIGHT DESIGN (6,500/2)	3,250
3	EXCAVATION/TRUCKING/GRADING/BACKFILL (EAST SIDE ONLY)	8,150
4	SOILS/ASPHALT/CONCRETE TESTING SERVICES	2,500
5	REMOVE EXISTING WHITE LINE & SAW CUT EXISTING PAVEMENT)	3,000
6	CONCRETE ISLANDS (EAST SIDE ONLY)	8,294
7	TRAFFIC SIGNAL (COMPLETE 83,148) EAST SIDE - 1/2	41,574
8	CONCRETE PAVEMENT (EAST SIDE ONLY)	36,000
9	ASPHALT- LONG RD WIDENING & SHOULDERS	51,250
10	FINISH GRADE/SEED/SOD/WATERING	6,700
	SUBTOTAL:	166,978
	2% GENERAL CONDITION	3,340
	10% CONSTRUCTION MANAGEMENT	16,698
	TOTAL:	187,015

EDISON AVE. - OFFSITE

1	ENGINEERING/DESIGN/SURVEY	6,500
2	STORM SEWER RCP/PIPING	26,861
3	FLARED ENDS (2)	2,300
4	ROCK BEDDING/BACKFILL	5,200
5	EXCAVATION/GRADING/TRUCKING/BACKFILL	15,220
6	SOILS/COMPACTION/TESTING	2,750
7	SAW CUT & REMOVE EXISTING POLICE PARKING	1,450
8	CONSTRUCT RETAINING WALL	19,550
9	OPTIONAL 4" CAP (IF DESIRED)	1,838
10	CONCRETE PAVEMENT	43,631
11	8" ROLLED STONE/3" ASPHALT ASPHALT	16,500
12	STRIPE NEW PARKING	675
13	GUARD RAIL	3,864
14	FENCING (AS SHOWN)	3,254
15	CITY WALK - SOUTH SIDE	3,520
16	FINISH GRADING/SEED/SOD/WATERING	8,150
17	BARRICADE RENTAL	250
	SUBTOTAL:	161,513
	2% GENERAL CONDITION	3,230
	10% CONSTRUCTION MANAGEMENT	16,151
	TOTAL:	180,894

Dated this _____ day of _____, 2000.

"DEVELOPER"

G.H.H. INVESTMENTS, L.L.C.

By: _____

Title: _____

Approved for Payment this _____ day of _____, 2000.

CITY OF CHESTERFIELD, MISSOURI

By: _____

Title: _____