

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE WITH MICHELSON-HADLEY HEIGHTS DEVELOPMENT, LLC, A CONTRACT AND QUIT CLAIM DEED CONVEYING CERTAIN PROPERTIES AS DESCRIBED HEREIN, TO ST. LOUIS COUNTY, MISSOURI, FOR USE AS A PERMANENT RIGHT OF WAY EASEMENT IN CONNECTION WITH THE HANLEY ROAD, I-64 TO DALE AVENUE PROJECT NO. AR-1226 (THE "JUG HANDLE PROJECT") AND CERTAIN TEMPORARY SLOPE AND CONSTRUCTION EASEMENTS, AS AN EMERGENCY MEASURE.

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WHEREAS, the City and Michelson-Hadley Heights Development, L.L.C. (hereinafter Michelson) are parties to that certain Redevelopment Agreement dated November 17, 2006 (as amended, the "Redevelopment Agreement"); and

WHEREAS, pursuant to the Redevelopment Agreement, the City agreed to sell and convey to Michelson certain properties located in the City, a portion of which is described on Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, in connection with its Hanley Road, I-64 to Dale Avenue Project No. AR-1226 (the "Jug Handle Project"), the County desires to acquire a permanent right of way easement over and across a portion of the Property described on Exhibit B attached hereto and incorporated herein and consisting of approximately 3,790 square feet (the "Easement Area"); and

WHEREAS, the County agrees to build the Jug Handle Project in substantial accordance with plans and specifications for such project as attached hereto as Exhibit C; and

WHEREAS, County needs two temporary slope and construction licenses for additional nearby property to allow workmen and equipment to enter on, occupy and construct elements of the project; and

WHEREAS, the City and Michelson also agree to grant to the County such a permanent right of way easement over and across the Easement Area on the terms provided for herein.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICHMOND HEIGHTS, MISSOURI, as follows:

SECTION 1. The Mayor of the City of Richmond Heights is hereby authorized and directed to sign, on behalf of the City, a Contract of Sale and Quit Claim Deed, in consideration of the premises and the promises and covenants contained herein,

conveying the Property located in the City to St. Louis County, Missouri, and Michelson, substantially in accordance with Exhibit 1 and Exhibit 2, attached hereto and incorporated herein.

SECTION 2. The City and Michelson agree to grant to St. Louis County, Missouri certain permanent right of way easements over and across the "Easement Area".

SECTION 3. The City agrees to grant two Temporary Slope and Construction Easement Licenses, substantially in the form as Exhibit 3 & Exhibit 4, attached hereto and incorporated herein.

SECTION 4. The County agrees to build the Jug Handle Project, on or before \_\_\_\_\_, 20\_\_\_\_.

SECTION 5. EFFECTIVE DATE

This ordinance shall take effect and be in full force immediately following its passage and being signed as provided by law. This ordinance is deemed an emergency measure necessary for the immediate preservation of the public peace, health or safety of its residents because it is needed to allow timely construction of a new road project in a heavily traveled traffic area of the City.

PASSED and SIGNED this 2<sup>nd</sup> day of June, 2008 as an Emergency Measure.

\_\_\_\_\_  
JAMES J. BECK  
MAYOR

ATTEST:

\_\_\_\_\_  
PATRICIA S. VILLMER  
DEPUTY CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
KENNETH J. HEINZ  
CITY ATTORNEY

First reading: June 2, 2008  
Second reading: June 2, 2008 (Emergency Measure)

**EXHIBIT A**

Legal Description of the Property  
[Follows]

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**EXHIBIT B**

Legal Description of the Easement Area  
RIGHT-OF-WAY

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A tract of land being part of Adjusted Lot 1 of "WEST HEIGHTS BOUNDARY ADJUSTMENT PLAT" (Plat Book 349 Page 608) in Section 22, Township 45 North, Range 6 East, City of Richmond Heights, Saint Louis County, Missouri; and being more particularly described as:

Beginning at the Northwest corner of said Adjusted Lot 1 of "WEST HEIGHTS BOUNDARY ADJUSTMENT PLAT" being the intersection of the South line of Dumas Street, 50 feet wide, as dedicated by Plat Book 15 Page 127 with the East line of Hanley Road as widened by Deed Book 7385 Page 1970; thence Easterly along said South line of Dumas Street, 50 feet wide, and along the North line of said Adjusted Lot 1 North  $89^{\circ}56'40''$  East 1.77 feet to a nontangent point of curve; thence leaving said North line of Lot 1 Southerly along a curve to the left which radius point bears South  $64^{\circ}03'57''$  East 102.50 feet from the last mentioned point, and which curve has a chord bearing and distance of South  $12^{\circ}23'11''$  West 48.02 feet, an arc distance of 48.47 feet to a point of tangency; thence South  $01^{\circ}09'41''$  East 134.62 feet to a point of tangent curve; thence along a curve to the left having a radius of 67.50 feet, which curve has a chord bearing and distance of South  $25^{\circ}46'25''$  East 56.22 feet, an arc distance of 57.99 feet to a point not being a point of tangency in the South line of said Adjusted Lot 1 and in the North line of Dale Avenue; thence Westerly along said South line of Adjusted Lot 1 and along said North line of Dale Avenue South  $89^{\circ}57'13''$  West 43.67 feet to the Southwest corner of said Adjusted Lot 1; thence Northerly along the West line of Adjusted Lot 1 and along the East line of Hanley Road the following two courses: North  $00^{\circ}03'39''$  West 144.86 feet to a nontangent point of curve; and Northerly along a curve to the right which radius point bears South  $81^{\circ}17'09''$  East 354.00 feet from the last mentioned point, and which curve has a chord bearing and distance of North  $16^{\circ}05'15''$  East 90.86 feet, an arc distance of 91.11 feet to the point of beginning, per calculations based on right-of-way exhibits for Saint Louis County Project No. AR-1226, and containing 3790 Square Feet more or less.

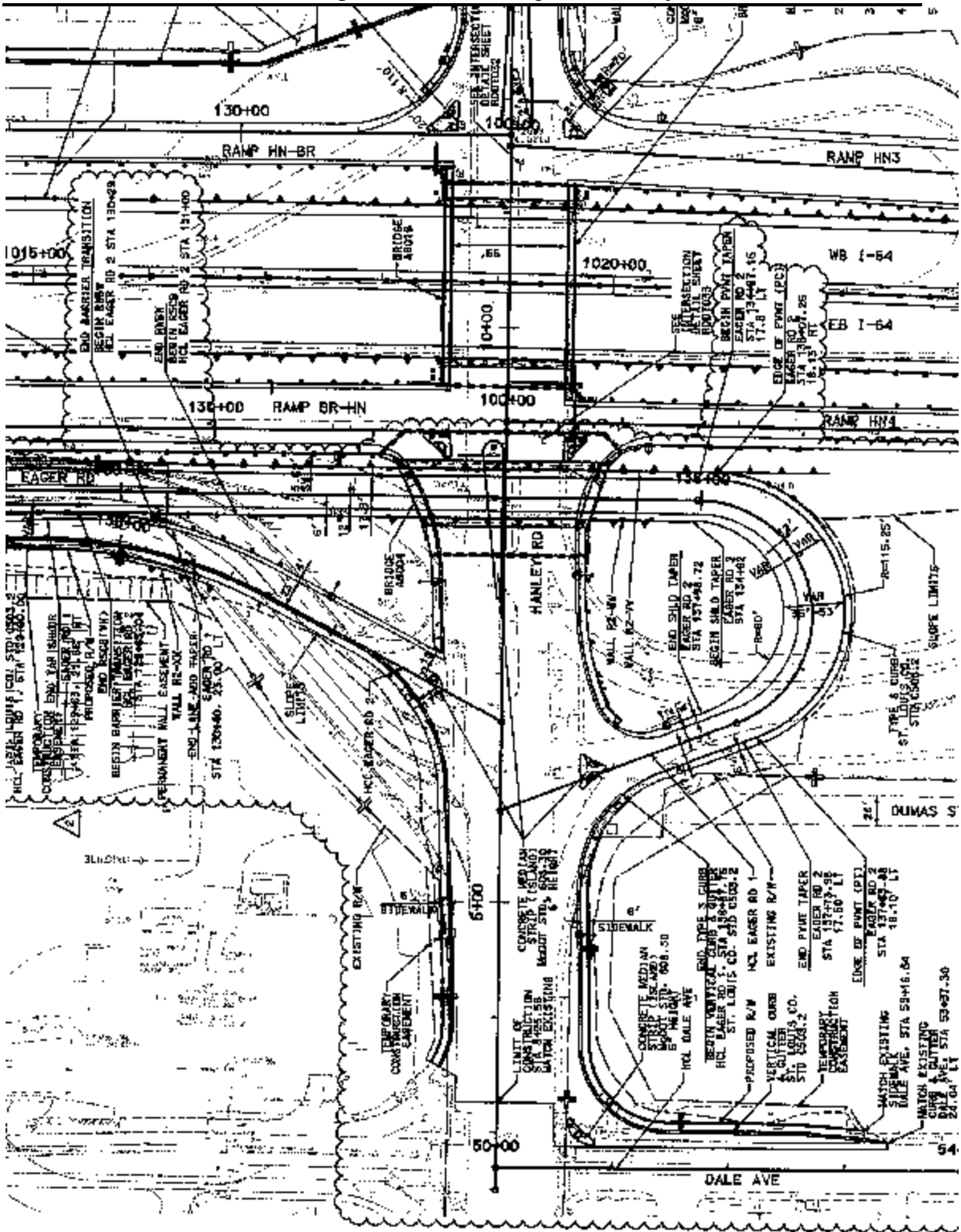
AFFIRMATION OF EXISTING RESTRICTIONS PROHIBITING DIRECT ACCESS  
TO  
HANLEY ROAD, EAGER ROAD AND INTERSTATE ROUTE 64

Grantor affirms as part of the conveyance of the above described right-of-way parcel that all existing access restrictions established by instruments recorded at Deed Book 3567 Page 75, Deed Book 4628 Page 97, and Deed Book 4632 Page 52 remain in full force and effect. There shall be no right of direct access between grantor's remaining land in Adjusted Lot 1 of "WEST HEIGHTS BOUNDARY ADJUSTMENT PLAT" (Plat Book 349 Page 608) and the traveled pavements or right-of-way of Hanley Road, Eager Road, or Interstate Route 64. Pursuant to the aforesaid Deed Book 4632 Page 52, grantor retains the right of direct access to Dumas Street, 50 feet wide, provided however

that there shall be no direct access from the traveled pavement or right-of-way of Dumas Street to the aforesaid Hanley Road, Eager Road, or Interstate Route 64.

**EXHIBIT C**

Plans and Specifications for Jug Handle Project



**CONTRACT**

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**THIS ACQUISITION IS AUTHORIZED BY ST. LOUIS COUNTY ORDINANCE NO. \_\_\_\_\_, DATED, \_\_\_\_\_**

THIS CONTRACT is made and entered as of this \_\_\_\_ day of June, 2008, by and between ST. LOUIS COUNTY, MISSOURI, a charter county, with an address of 41 South Central Avenue, Clayton, MO. 63105 (“County”), the CITY OF RICHMOND HEIGHTS, MISSOURI, a political subdivision of the State of Missouri, with an address of City Hall, 1330 S. Big Bend Blvd., Richmond Heights, Missouri 63117 (“City”) and MICHELSON-HADLEY HEIGHTS DEVELOPMENT, LLC, a Missouri limited liability company, with an address of 7701 Forsyth Boulevard, Suite 900, St. Louis, Missouri 63105 (“Michelson”).

WHEREAS, the City and Michelson (as the assignee of Michelson Commercial Realty and Development, L.L.C.) are parties to that certain Redevelopment Agreement dated November 17, 2006 (as amended, the “Redevelopment Agreement”); and

WHEREAS, pursuant to the Redevelopment Agreement, the City agreed to sell and convey to Michelson certain properties located in the City, a portion of which is described on Exhibit A attached hereto and incorporated herein (the “Property”); and

WHEREAS, in connection with its Hanley Road, I-64 to Dale Avenue Project No. AR-1226 (the “Jug Handle Project”), the County desires to acquire a permanent right of way easement over and across a portion of the Property described on Exhibit B attached here and incorporated herein and consisting of approximately 3,790 square feet (the “Easement Area”); and

WHEREAS, the City and Michelson agree to grant to the County such a permanent right of way easement over and across the Easement Area on the terms provided for herein.

NOW THEREFORE, in consideration of the premises and the promises and covenants contained herein, County, City and Michelson agree as follows:

1. On or before May 31, 2008, Michelson, as the owner under contract of the Easement Area, and the City, as the current owner of record title to the Easement Area, shall convey to County, by a quit claim deed in the form attached hereto as Exhibit C and incorporated herein, a permanent right-of-way easement (the “Easement”) over the Easement Area.
  2. County shall take all reasonable measures to minimize disturbance to the Property (other than the Easement Area) during construction of improvements in the Easement Area. County shall give the City and Michelson reasonable notice of any substantial disturbance involving the Property, including disruption of access, during such construction.
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3. In consideration of the City and Michelson conveying the Easement to County, County shall compensate the Record Owner, as applicable, by one of the following methods below. As used herein, the term "Record Owner" means the record owner of fee simple title to the Property as of the date of the conveyance or payment by the County (below, as applicable), be it the City or Michelson or their assignee.

a. On or before December 31, 2011, the County shall convey by quit claim deed to the Record Owner of the Property a parcel located in the southeast quadrant of I-64 and Hanley Road consisting of 3,790 square feet (the "MoDOT Excess Property"), which MoDOT Excess Property shall be physically adjacent and contiguous to property then owned by the Record Owner of the Property. If County is not the owner of the MoDOT Excess Property as of December 31, 2011, County shall be deemed to have elected to proceed under Section 3.b. hereof;

or

b. On or before December 31, 2011, County shall pay the Record Owner the amount of \$189,500 (representing \$50.00 per square foot for the area within the Easement Area).

4. County covenants and agrees to build the Jug Handle Project in substantial accordance with the plans and specifications for such Jug Handle Project attached hereto as Exhibit D and incorporated herein. County shall complete construction of the Jug Handle Project on or before \_\_\_\_\_, 20\_\_\_\_.

5. This Contract may be executed in one or more counterparts, any or all of which may contain the signatures of fewer than all of the parties but all of which shall be taken together as a single instrument, which shall constitute an original. This Contract shall be governed and interpreted in accordance with the laws of the State of Missouri. This Contract is binding on the parties and their successors and assigns.

In Witness Whereof, the parties have executed this Contract as of the date first set forth above.

COUNTY:  
ST. LOUIS COUNTY, MISSOURI

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)

Attest: \_\_\_\_\_







**QUITCLAIM DEED**

**THIS ACQUISITION IS AUTHORIZED BY ST. LOUIS COUNTY ORDINANCE NO. \_\_\_\_\_, DATED, \_\_\_\_\_**

*THIS QUITCLAIM DEED*, made on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and CITY OF RICHMOND HEIGHTS, MISSOURI, an incorporated political subdivision of the State of Missouri, with an address of City Hall, 1330 S. Big Bend Blvd., Richmond Heights, Missouri 63117 ("City") and MICHELSON-HADLEY HEIGHTS DEVELOPMENT, LLC, a Missouri limited liability company, with an address of 7701 Forsyth Boulevard, Suite 900, St. Louis, Missouri 63105 ("Michelson"), collectively the Grantors, and ST. LOUIS COUNTY, MISSOURI, 41 South Central Avenue, Clayton, Missouri 63105, Grantee.:

*WITNESSETH*, that the said Grantors, in consideration of the sum of One Dollar (\$1.00) to it paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents, remise, release, and quit-claim unto the said Grantee and its successors and assigns, the following described parcel of land, lying, being and situated in St. Louis County, State of Missouri, to wit:

**ASSIGNMENT OF RIGHT-OF-WAY EASEMENT**

A tract of land being part of Dumas Street, 50 feet wide, as dedicated to public use forever by Plat Book 15 Page 127, in Section 22, Township 45 North, Range 6 East, City of Richmond Heights, Saint Louis County, Missouri; and being more particularly described as:

Commencing at the Northwest corner of Adjusted Lot 1 of "WEST HEIGHTS BOUNDARY ADJUSTMENT PLAT" (Plat Book 349 Page 608) being the intersection of the South line of Dumas Street, 50 feet wide, as dedicated by Plat Book 15 Page 127 with the East line of Hanley Road as widened by Deed Book 7385 Page 1970; thence Easterly along said South line of Dumas Street, 50 feet wide, and along the North line of said Adjusted Lot 1 North 89°56'40" East 29.93 feet to the actual point of beginning;

thence leaving said North line of Adjusted Lot 1 and crossing the right-of-way of said Dumas Street North 58°15'13" East 95.18 feet to a point in the North line of said Dumas Street, 50 feet wide; thence Westerly along said North line of Dumas Street, 50 feet wide, South 89°56'40" West 171.19 feet to a point in the former East line of Hanley Road as widened ten feet by the aforesaid Plat Book 15 Page 127; thence Southerly

along said former East of Hanley Road per Plat Book 15 Page 127 South 00°03'39" East 50.00 feet to a point in the aforesaid South line of Dumas Street, 50 feet wide; thence Easterly along said South line of Dumas Street, 50 feet wide, North 89°56'40" East 90.20 feet to the actual point of beginning, per calculations based on right-of-way exhibits for Saint Louis County Project No. AR-1226, and containing 6535 Square Feet more or less.

PROHIBITION OF DIRECT ACCESS FROM DUMAS AVENUE TO  
HANLEY ROAD, EAGER ROAD AND INTERSTATE ROUTE 64

Grantors for themselves, their heirs, successors and assigns, in conjunction with the above described conveyance or assignment of right-of-way to Saint Louis County Missouri, hereby conveys and relinquishes all rights of direct access between any part of their remaining right-of-way of Dumas Street, as dedicated 50 feet wide by Plat Book 15 Page 127, and the traveled pavements or right-of-way of Hanley Road, Eager Road, or Interstate Route 64.

TO HAVE AND TO HOLD the same with all the rights, immunities privileges and appurtenances thereto belonging, unto the said Grantee and its successors and assigns.

Neither the said Grantors, nor any other person or persons, entity or entities, for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof.

*[Remainder of Page Intentionally Left Blank; Signature Pages Follow]*

*IN WITNESS WHEREOF*, the said Grantors have executed these presents the day and year first above written.

CITY:

CITY OF RICHMOND HEIGHTS, MISSOURI

By: \_\_\_\_\_  
James Beck, Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Patricia S. Villmer, City Clerk

STATE OF MISSOURI        }  
\_\_\_\_\_  
COUNTY OF ST. LOUIS    }

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me appeared \_\_\_\_\_, known to me as Mayor of City of Richmond Heights, Missouri, an incorporated political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City and that said instrument was signed and sealed in behalf of said City, by authority of its City Council and said Mayor acknowledged said instrument to be free act and deed of said City.

\_\_\_\_\_  
My term expires \_\_\_\_\_.

Notary Public

**TEMPORARY SLOPE AND CONSTRUCTION LICENSE**

THIS ACQUISITION IS AUTHORIZED BY ST. LOUIS COUNTY  
ORDINANCE NO. \_\_\_\_\_, 2008

THIS INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between CITY OF RICHMOND HEIGHTS, MISSOURI, an incorporated political subdivision of the State of Missouri, with an address of City Hall, 1330 S. Big Bend Blvd., Richmond Heights, Missouri 63117 ("City") and MICHELSON-HADLEY HEIGHTS DEVELOPMENT, LLC, a Missouri limited liability company, with an address of 7701 Forsyth Boulevard, Suite 900, St. Louis, Missouri 63105 ("Michelson"), collectively the Grantors, and ST. LOUIS COUNTY, MISSOURI, 41 South Central Avenue, Clayton, Missouri 63105, Grantee.

WITNESSETH, that the said Grantors, in consideration of the payment of One Dollar and Other Considerations (\$1.00) and other valuable considerations, paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents grant unto the said Grantee, a license to enter upon and occupy with workmen and equipment for the purpose of making cuts, fills, sloping embankments, constructing drives, sidewalks, temporary roadways and overhead utilities, if any, providing working room and implementing any and all other related construction items, over the following described property, situated in the County of St. Louis, State of Missouri to wit:

**TEMPORARY SLOPE CONSTRUCTION LICENSE**

A tract of land being part of Adjusted Lot 1 of "WEST HEIGHTS BOUNDARY ADJUSTMENT PLAT" (Plat Book 349 Page 608) in Section 22, Township 45 North, Range 6 East, City of Richmond Heights, Saint Louis County, Missouri; and being more particularly described as:

Commencing at the Northwest corner of said Adjusted Lot 1 of "WEST HEIGHTS BOUNDARY ADJUSTMENT PLAT" being the intersection of the South line of Dumas Street, 50 feet wide, as dedicated by Plat Book 15 Page 127 with the East line of Hanley Road as widened by Deed Book 7385 Page 1970; thence Easterly along said South line of Dumas Street, 50 feet wide, and along the North line of said Adjusted Lot 1 North 89°56'40" East 1.77 feet to the actual point of beginning; thence continuing along said South line of Dumas Street, 50 feet wide, and along the North line of Adjusted Lot 1 North 89°56'40" East 70.98 feet; thence leaving said North line of Adjusted Lot 1 South 58°15'13" West 68.61 feet; thence South 02°06'30" West 112.72 feet; thence South 27°31'19" East 89.76 feet; thence South 88°23'10" East 131.79 feet to a point in the South line of said Adjusted Lot 1 and in the North line of Dale Avenue; thence Westerly along said South line of Adjusted Lot 1 and along said North line of Dale Avenue South 89°57'13" West 164.83 feet to a nontangent point of curve; thence leaving said South line of Adjusted Lot 1 Northerly along a curve to the right which radius point bears North

39°36'52" East 67.50 feet from the last mentioned point, and which curve has a chord bearing and distance of North 25°46'25" West 56.22 feet, an arc distance of 57.99 feet to a point of tangency; thence North 01°09'41" West 134.62 feet to a point of tangent curve; thence along a curve to the right having a radius of 102.50 feet, which curve has a chord bearing and distance of North 12°23'11" East 48.02 feet, an arc distance of 48.47 feet to the actual point of beginning, per calculations based on right-of-way exhibits for Saint Louis County Project No. AR-1226, and containing 6999 Square Feet more or less.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges, and appurtenances thereto belonging unto the said Grantee. This license shall automatically terminate on the earlier to occur of (i) the completion of the Hanley Road AR-1226 project and the granting or denial of acceptance by ST. LOUIS COUNTY or its assigns, or (ii) August 1, 2009. Grantors covenant that no installation will be placed on the above described land as will interfere with the proper construction of the aforementioned project until this license is terminated.

*[Remainder of Page Intentionally Left Blank; Signature Pages Follow]*

IN WITNESS WHEREOF, the said Grantors have executed these presents the day and year first above written.

CITY:  
CITY OF RICHMOND HEIGHTS, MISSOURI

By: \_\_\_\_\_  
James Beck, Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Patricia S. Villmer, City Clerk

STATE OF MISSOURI }  
COUNTY OF ST. LOUIS }

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me appeared \_\_\_\_\_, known to me as Mayor of City of Richmond Heights, Missouri, an incorporated political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City and that said instrument was signed and sealed in behalf of said City, by authority of its City Council and said Mayor acknowledged said instrument to be free act and deed of said City.

\_\_\_\_\_  
My term expires \_\_\_\_\_.

Notary Public

MICHELSON:  
MICHELSON-HADLEY HEIGHTS DEVELOPMENT, LLC

By: Michelson Commercial Realty and  
Development, L.L.C., the Manager of  
Michelson-Hadley Heights Development, LLC

By: \_\_\_\_\_  
Timothy L. Berry, Executive Vice President

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STATE OF MISSOURI }  
COUNTY OF ST. LOUIS }

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me appeared \_\_TIMOTHY L. BERRY, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of MICHELSON COMMERCIAL REALTY AND DEVELOPMENT, L.L.C., a Missouri limited liability company, the manager of MICHELSON-HADLEY HEIGHTS DEVELOPMENT, LLC, a Missouri limited liability company, and that he is authorized to sign the instrument on behalf of said company, and acknowledged to me that he executed the within instrument as said company's free act and deed..

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

\_\_\_\_\_  
Notary Public

My term expires \_\_\_\_\_.

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**EXHIBIT 4**

**TEMPORARY SLOPE AND CONSTRUCTION LICENSE**

THIS ACQUISITION IS AUTHORIZED BY ST. LOUIS COUNTY ORDINANCE NO. \_\_\_\_\_, 2008.

THIS INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between CITY OF RICHMOND HEIGHTS, MISSOURI, an incorporated political subdivision of the State of Missouri, with an address of City Hall, 1330 S. Big Bend Blvd., Richmond Heights, Missouri 63117 ("City") and MICHELSON-HADLEY HEIGHTS DEVELOPMENT, LLC, a Missouri limited liability company, with an address of 7701 Forsyth Boulevard, Suite 900, St. Louis, Missouri 63105 ("Michelson"), collectively the Grantors, and ST. LOUIS COUNTY, MISSOURI, 41 South Central Avenue, Clayton, Missouri 63105, Grantee.

WITNESSETH, that the said Grantors, in consideration of the payment of One Dollar and Other Considerations (\$1.00) and other valuable considerations, paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents grant unto the said Grantee, a license to enter upon and occupy with workmen and equipment for the purpose of making cuts, fills, sloping embankments, constructing drives, sidewalks, temporary roadways and overhead utilities, if any, providing working room and implementing any and all other related construction items, over the following described property, situated in the County of St. Louis, State of Missouri to wit:

**TEMPORARY SLOPE CONSTRUCTION LICENSE**

A tract of land being part of Dumas Street, 50 feet wide, as dedicated to public use forever by Plat Book 15 Page 127, in Section 22, Township 45 North, Range 6 East, City of Richmond Heights, Saint Louis County, Missouri; and being more particularly described as:

Commencing at the Northwest corner of Adjusted Lot 1 of "WEST HEIGHTS BOUNDARY ADJUSTMENT PLAT" (Plat Book 349 Page 608) being the intersection of the South line of Dumas Street, 50 feet wide, as dedicated by Plat Book 15 Page 127 with the East line of Hanley Road as widened by Deed Book 7385 Page 1970; thence Easterly along said South line of Dumas Street, 50 feet wide, and along the North line of said Adjusted Lot 1 North 89°56'40" East 29.93 feet to the actual point of beginning; thence leaving said North line of Adjusted Lot 1 and crossing the right-of-way of said Dumas Street North 58°15'13" East 95.18 feet to a point in the North line of said Dumas Street, 50 feet wide; thence Easterly along said North line of Dumas Street, 50 feet wide, North 89°56'40" East 42.82 feet; thence leaving said North line of Dumas Street South 58°15'13" West 95.18 feet to a point in the aforesaid South line of Dumas Street, 50 feet wide; thence Westerly along said South line of Dumas Street, 50 feet wide, and along the North line of said Adjusted Lot 1 South 89°56'40" West 42.82 feet to the actual point of beginning, per calculations based on right-of-way exhibits for Saint Louis County Project No. AR-1226, and containing 2141 Square Feet more or less.

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TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges, and appurtenances thereto belonging unto the said Grantee. This license shall automatically terminate on the earlier to occur of (i) the completion of the Saint Louis County Project No. AR-1226 project and the granting or denial of acceptance by ST. LOUIS COUNTY or its assigns, or (ii) August 1, 2009. Grantors covenant that no installation will be placed on the above described land as will interfere with the proper construction of the aforementioned project until this license is terminated.

*[Remainder of Page Intentionally Left Blank; Signature Pages Follow]*

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IN WITNESS WHEREOF, the said Grantors have executed these presents the day and year first above written.

CITY:  
CITY OF RICHMOND HEIGHTS, MISSOURI

By: \_\_\_\_\_  
James Beck, Mayor

(SEAL)

Attest:  
\_\_\_\_\_  
Patricia S. Villmer, City Clerk

STATE OF MISSOURI     }  
COUNTY OF ST. LOUIS   }

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me appeared \_\_\_\_\_, known to me as Mayor of City of Richmond Heights, Missouri, an incorporated political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City and that said instrument was signed and sealed in behalf of said City, by authority of its City Council and said Mayor acknowledged said instrument to be free act and deed of said City.

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

\_\_\_\_\_  
Notary Public

My term expires: \_\_\_\_\_

MICHELSON:  
MICHELSON-HADLEY HEIGHTS DEVELOPMENT, LLC

By: Michelson Commercial Realty and  
Development, L.L.C., the Manager of  
Michelson-Hadley Heights Development, LLC

By: \_\_\_\_\_  
Timothy L. Berry, Executive Vice President

STATE OF MISSOURI }  
COUNTY OF ST. LOUIS }

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared  
TIMOTHY L. BERRY, to me personally known, who, being by me duly sworn, did say  
that he is the Executive Vice President of MICHELSON COMMERCIAL REALTY  
AND DEVELOPMENT, L.L.C., a Missouri limited liability company, the manager of  
MICHELSON-HADLEY HEIGHTS DEVELOPMENT, LLC, a Missouri limited  
liability company, and that he is authorized to sign the instrument on behalf of said  
company, and acknowledged to me that he executed the within instrument as said  
company's free act and deed..

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

\_\_\_\_\_  
Notary Public

My term expires:

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MICHELSON:

MICHELSON-HADLEY HEIGHTS DEVELOPMENT, LLC

By: Michelson Commercial Realty and  
Development, L.L.C., the Manager of

Michelson-Hadley Heights Development, LLC

By: \_\_\_\_\_

Timothy L. Berry, Executive Vice President

STATE OF MISSOURI }  
COUNTY OF ST. LOUIS }

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_TIMOTHY L. BERRY, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of MICHELSON COMMERCIAL REALTY AND DEVELOPMENT, L.L.C., a Missouri limited liability company, the manager of MICHELSON-HADLEY HEIGHTS DEVELOPMENT, LLC, a Missouri limited liability company, and that he is authorized to sign the instrument on behalf of said company, and acknowledged to me that he executed the within instrument as said company's free act and deed..

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

\_\_\_\_\_  
Notary Public

My term expires \_\_\_\_\_.

\_\_\_\_\_