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JANICE M. HAMMONDS, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT: **AGRMT**
GRANTOR: **PACE-CREVE COEUR ASSOCIATES LLC ET AL**
TO:
GRANTEE:
PROPERTY DESCRIPTION: **GRAESER ACRES PLAT NO 1 L: 1 PB: 58 PG: 40 W/O/P**

Lien Number: [] Notation: [] Locator: []

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

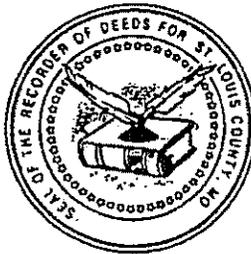
STATE OF MISSOURI)
SS.
COUNTY OF ST. LOUIS)

Document Number
01064

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 13 pages, (this page inclusive), was filed for record in my office on the 23 day of December 2009 at 04:03PM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

SDW2
Deputy Recorder



Janice M. Hammond
St. Louis County, Missouri

Mail to:

JENKINS AND KLING P C
ATTN: RUTH
10 SOUTH BRENTWOOD STE 200
ST LOUIS, MO 63105

Destination code: 1974 M

RECORDING FEE 57.00
(Paid at the time of Recording)

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WOP

Space Above Line for Recorder's Use Only

DOCUMENT COVER SHEET

Title of Document: Memorandum of District Development Agreement

Date of Document: December 16, 2009

Grantors and Mailing Addresses:

Creve Coeur Real Estate Venture IV, LLC
721 Emerson Road, Suite 100
St. Louis, Missouri 63141

First Community Credit Union
10950 Olive Boulevard
St. Louis, Missouri 63141

Forsyth Investments LLC
7 North Bemiston Avenue
St. Louis, Missouri 63105

Pace-Creve Coeur Associates, L.L.C.
c/o Pace Properties Incorporated
1401 S. Brentwood Boulevard, Suite 900
St. Louis, Missouri 63144

Adkins Farms, Inc. and
ORA Properties, LLC
11669 E. CR 300N
Chandlerville, Illinois 62627

D Hutkin Family Investors, LLC and
10923 Olive Partners, L.L.C.
10829 Olive Boulevard, Suite 200
St. Louis, Missouri 63141

Grantees and Mailing Addresses:

Grantors and:

City of Creve Coeur
300 N. New Ballas Road
Creve Coeur, Missouri 63141

Olive/Graeser TDD
c/o Stephen L. Kling, Jr., Esq.
10 S. Brentwood Blvd., Suite 200
St. Louis, Missouri 63105

Legal Description: Exhibit "A"
Reference Book and Page: N/A

This instrument was prepared by
and upon recordation should be returned to:
Stephen L. Kling, Jr., Esq.

*Jenkins & Kling, P.C., 10 S. Brentwood Blvd., Suite 200, St. Louis, MO 63105

MEMORANDUM OF DISTRICT DEVELOPMENT AGREEMENT

This **MEMORANDUM OF DISTRICT DEVELOPMENT AGREEMENT** is made and entered into as of the 16th day of December, 2009, by and among **PACE-CREVE COEUR ASSOCIATES, L.L.C.**, a Missouri limited liability company (“Developer”), **CREVE COEUR REAL ESTATE VENTURE IV, LLC**, a Missouri limited liability company (“Wolff”), **FORSYTH INVESTMENTS LLC**, a Missouri limited liability company (“Stern”), the **FIRST COMMUNITY CREDIT UNION**, a Missouri credit union f/k/a Monsanto Credit Union (“Credit Union”), **ADKINS FARMS, INC.**, an Illinois corporation, **D HUTKIN FAMILY INVESTORS, LLC**, a Missouri limited liability company, **ORA PROPERTIES, LLC**, an Illinois limited liability company, and **10923 OLIVE PARTNERS, L.L.C.**, a Missouri limited liability company (Adkins Farms, Inc., D Hutkin Family Investors, LLC, ORA Properties, LLC, and 10923 Olive Partners, L.L.C. shall be collectively referred to herein as “Hutkin”) (collectively, the “Property Owners”).

WITNESSETH:

The Property Owners are the owners of the real property legally described on Exhibit “A” attached hereto and incorporated herein by reference (the “Property”).

The Property Owners, along with the City of Creve Coeur, Missouri and the Olive/Graeser Transportation Development District, are parties to that certain District Development Agreement dated as of August 31, 2009, as amended (the “Agreement”).

Pursuant to the Agreement, the Property Owners agreed to facilitate the financing of certain Infrastructure Improvements (hereinafter defined) to benefit the general public and the owners and users of the Property by establishing a transportation development district encompassing the Property in accordance with sections 238.200 to 238.280 of the Revised Statutes of Missouri, to be named the “Olive/Graeser Transportation Development District” (the “District”). A petition has been filed for the formation of the District in cause number 09SL-CC03790 in the Circuit Court of St. Louis County, Missouri.

Pursuant to the Agreement, the Property Owners consented to the imposition of a District-wide sales tax in the amount of one percent (1%) on all taxable sales at retail within the District (the “TDD Sales Tax”). The District will issue bonds, notes, or other obligations (the “TDD Obligations”) to pay the costs of implementing, constructing, and maintaining the improvements described on Exhibit “B” attached hereto and incorporated herein by reference (the “Infrastructure Improvements”), which shall be funded by the revenues generated by the TDD Sales Tax. The Property Owners agreed that as long as the TDD Obligations are outstanding, the TDD Sales Tax may not be repealed or reduced unless such repeal or reduction will not impair the District’s ability to repay the TDD Obligations.

Each Property Owner has agreed to grant rights of way and other easements (temporary and permanent) to the District and its agents, successors, and assigns, on, over, and through the Property in connection with the construction and completion of the Infrastructure Improvements, without compensation, provided, however, that such rights of way and easements will not (i) unreasonably or materially interfere with the normal or customary (for such businesses operating on the affected property) access, use, parking, and operation of the affected property; or (ii) impose a greater burden on such property than which currently exists. Neither the District, the Developer, nor any of their agents or assigns may park or store materials or equipment on any Property Owner’s property within the District without such Property Owner’s prior approval and consent.

Wolff, Hutkin, and Credit Union all have rights to withdraw their respective parcels from the District upon the occurrence of certain conditions.

The covenants contained in the Agreement run with the Property and are binding upon the respective heirs, administrators, executors, personal representatives, successors, and assigns of the Property Owners.

ALL COVENANTS, CONDITIONS, AND TERMS SET FORTH IN THE AGREEMENT ARE HEREBY ADOPTED HEREIN AND MADE A PART HEREOF BY REFERENCE AS IF ALL THE COVENANTS, CONDITIONS, AND TERMS OF THE AGREEMENT WERE FULLY SET FORTH HEREIN.

IN WITNESS WHEREOF, the Property Owners have duly signed this Memorandum of District Development Agreement as of the day and year first above written.

THE "PROPERTY OWNERS"

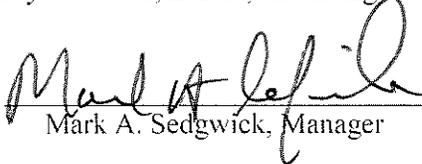
"DEVELOPER"

PACE-CREVE COEUR ASSOCIATES, L.L.C.

By: Pace-Graeser Associates, L.L.C., its Manager

By: Pace Realty Fund, L.L.C., its Manager

By: Pace Realty Investors, L.L.C., its Manager

By: 
Mark A. Sedgwick, Manager

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

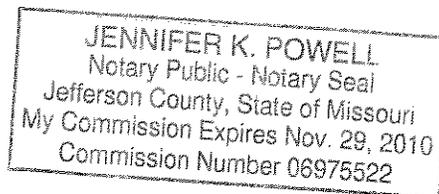
On this 16th day of December, 2009, before me, a Notary Public in and for said state, personally appeared Mark A. Sedgwick, Manager of Pace Realty Investors, L.L.C., a Missouri limited liability company, Manager of Pace Realty Fund, L.L.C., a Missouri limited liability company, Manager of Pace-Graeser Associates, L.L.C., a Missouri limited liability company, Manager of Pace-Creve Coeur Associates, L.L.C., a Missouri limited liability company, known to me to be the person who executed the within document in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

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 Commission Expires:

Nov 29, 2010



"WOLFF"
CREVE COEUR REAL ESTATE VENTURE
IV, LLC

By: *William C. Biermann*
William C. Biermann, Authorized Signatory

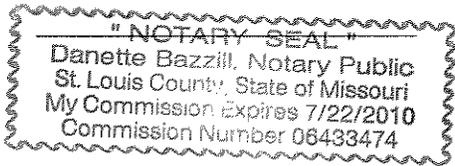
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 23rd day of December, 2009, before me, a Notary Public in and for said state, personally appeared William C. Biermann, Authorized Signatory of **Creve Coeur Real Estate Venture IV, LLC**, a limited liability company of the State of Missouri, known to me to be the person who executed the within document in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

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.

My Commission Expires:

Danette Bazzill
Notary Public



“STERN”
FORSYTH INVESTMENTS LLC

By: Thomas A. Stern
Thomas A. Stern, Authorized Signatory

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

On this 15th day of December, 2009, before me, a Notary Public in and for said state, personally appeared Thomas A. Stern, Authorized Signatory of **Forsyth Investments LLC**, a limited liability company of the State of Missouri, known to me to be the person who executed the within document in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

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.

Glenda McCutchen
Notary Public

My Commission Expires:



GLEENDA MCCUTCHEN
My Commission Expires
June 5, 2010
St. Louis County
Commission #06531857

“CREDIT UNION”
FIRST COMMUNITY CREDIT UNION
f/k/a Monsanto Credit Union

By: 
Glenn D. Barks, President

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

On this ____ day of _____, 2009, before me, a Notary Public in and for said state, personally appeared Glenn D. Barks, President of **First Community Credit Union**, a credit union of the State of Missouri, known to me to be the person who executed the within document in behalf of said credit union and acknowledged to me that he executed the same for the purposes therein stated.

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.

My Commission Expires:

11-28-11


Notary Public



DIANA SCHOENBERGER
My Commission Expires
November 28, 2011
Franklin County
Commission #07387576

"HUTKIN"
ADKINS FARMS, INC.

By: *Oakleigh R. Adkins III*
Oakleigh R. Adkins III, President

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

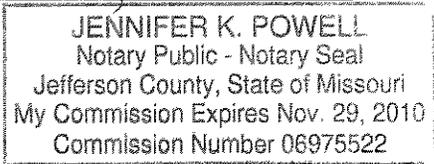
On this 16th day of December, 2009, before me, a Notary Public in and for said state, personally appeared Oakleigh R. Adkins III, President of **Adkins Farms, Inc.**, a corporation of the State of Illinois, known to me to be the person who executed the within document in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

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.

J.K. Powell
Notary Public

My Commission Expires:

Nov 29, 2010



ORA PROPERTIES, LLC

By: *Oakleigh R. Adkins III*
Oakleigh R. Adkins III, Sole Member

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

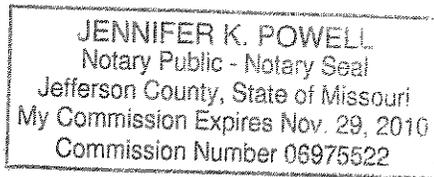
On this 16th day of December, 2009, before me, a Notary Public in and for said state, personally appeared Oakleigh R. Adkins III, Sole Member of **ORA Properties, LLC**, a limited liability company of the State of Illinois, known to me to be the person who executed the within document in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

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.

J.K. Powell
Notary Public

My Commission Expires:

Nov 29, 2010



D HUTKIN FAMILY INVESTORS, LLC

By: David S. Hutkin
David S. Hutkin, Manager

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

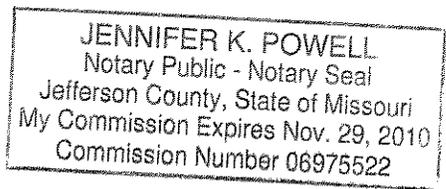
On this 16th day of December, 2009, before me, a Notary Public in and for said state, personally appeared David S. Hutkin, Manager of **D Hutkin Family Investors, LLC**, a limited liability company of the State of Missouri, known to me to be the person who executed the within document in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

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.

J. K. Powell
Notary Public

My Commission Expires:

Nov 29, 2010



10923 OLIVE PARTNERS, L.L.C.

By: David S. Hutkin
David S. Hutkin, Manager

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

On this 16th day of December, 2009, before me, a Notary Public in and for said state, personally appeared David S. Hutkin, Manager of **10923 Olive Partners, L.L.C.**, a limited liability company of the State of Missouri, known to me to be the person who executed the within document in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

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.

J. K. Powell
Notary Public

My Commission Expires:

Nov 29, 2010

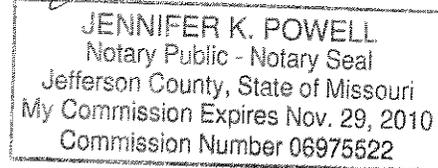


EXHIBIT "A"

Legal description of the Property

DEVELOPER PROPERTY:

Parcel No. 1: Lot 1 of GRAESER ACRES PLAT NO. 1, according to the plat thereof recorded in Plat Book 58 page 40 of the St. Louis County Records.

Parcel No. 2: Lot 100 of GRAESER ACRES ADDITION, according to the plat thereof recorded in Plat Book 82 page 31 of the St. Louis County Records.

Parcel No. 3: Part of Lot 1 of the Subdivision in partition of the M. B. O'Reilly Farm in Sections 1 and 2, Township 45 North, Range 5 East described as follows: Beginning at a point in the North line of Olive Street Road, 60 feet wide, distant North 73 degrees 11 minutes West 136 feet from the intersection of said North line of Olive Street Road with the East line of said Lot 1; thence along the North line of said Olive Street Road, 60 feet wide, North 73 degrees 11 minutes West, 151.38 feet to a point; thence North 6 degrees 23 minutes East 226.93 feet to a point in the Southeast line of U. S. Survey 1962; thence along said Southeast line of U. S. Survey 1962, North 60 degrees East to the West line of property conveyed to Albert Graeser and wife; thence along said West line, South 1 degree 31 minutes West 342.19 feet, more or less, to the point of beginning, LESS AND EXCEPTING THEREFROM that part conveyed to the State of Missouri, acting by and through the State Highway Commission of Missouri by instrument recorded in Book 5207 page 365 of the St. Louis County Records.

Parcel No. 4: A strip of ground One foot wide along the entire Southern part of Lot 101 of GRAESER ACRES ADDITION, according to the plat thereof recorded in Plat Book 82 page 31 of the St. Louis County Recorder's Office.

Parcel No. 5: A tract of land in the Northeast $\frac{1}{4}$ of Section 2, Township 45 North, Range 5 East and being part of Lot 1 of the Subdivision in partition of the M.B. O'Reilly Farm, a plat of which is recorded in Plat Book 9 page 17 of the St. Louis County Records, and described as follows: Beginning at an iron pipe in the Northeast line of Olive Street Road distant North 73 degrees 11 minutes West 387.38 feet from its intersection with the East line of said Lot 1; said beginning point being the Southwest corner of property conveyed to Carl L. Graeser, et al, by deed recorded in Book 3137 page 621 of said County Records; thence along the West line of said property conveyed to Graeser, et al, North 12 degrees 35 minutes East 149.80 feet to a point in the Southeast line of U.S. Survey 1962; thence along said survey line, South 60 degrees 20 minutes West 206.09 feet, more or less, to its intersection with the Northeast line of Olive Street Road; thence along said road line, South 73 degrees 11 minutes East 153 feet to the beginning. EXCEPTING THEREFROM that part taken for road purposes by the State of Missouri ex rel in Cause No. 265592 of the Circuit Court of St. Louis County, Missouri, Commissioners' Report recorded in Book 5684 page 134 of the St. Louis County Records.

Parcel No. 6: Lot 2 of Graeser Acres Plat No. 1, according to the plat thereof recorded in Plat Book 58 page 40 of the St. Louis County Records.

Parcel No. 7: A tract of land in the Northeast $\frac{1}{4}$ of Section 2 Township 45 North, Range 5 East, and being part of Lot 1 of the Subdivision of the M. B. O'Reilly Farm, the plat of which is recorded in Plat Book 9 page 19 of the St. Louis County Records, and described as follows: Beginning at a point in the Northeast line of Olive Street Road, distant North 73 degrees 11 minutes West 287.38 feet from its intersection with the East line of said Lot 1, said beginning point being the Southwest corner of property conveyed to C. W. McAlpin and wife by deed recorded in Book 3495 page 42 of

said County Records; thence along the West line of said property so conveyed, North 6 degrees 23 minutes East 226.93 feet to a point in the Southeast line of U.S. Survey 1962; thence along said survey line, South 60 degrees 20 minutes West to the Northeast corner of property conveyed to Carl L. Graeser and wife by deed recorded in Book 1695 page 299 of said County Records; thence along the East line of said property so conveyed, South 12 degrees 35 minutes West 149.80 feet to a point in the Northeast line of Olive Street Road; thence along said road line, South 73 degrees 11 minutes East 100.00 feet to the point of beginning, LESS AND EXCEPTING THEREFROM that part taken for the widening of Olive Street Road In Cause No. 265592 of the Circuit Court of St. Louis County, the Report of Commissioners is recorded in Book 5684 page 134 of the St. Louis County Records.

WOLFF PROPERTY:

A TRACT OF LAND BEING PART OF LOT 7 OF THE PARTITION OF SAMUEL S. MATSON ESTATE IN U.S. SURVEY 1962, TOWNSHIP 45 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A SET IRON PIPE WITH CAP AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF OLIVE, 90 FEET WIDE, BOULEVARD, AND THE WEST RIGHT-OF-WAY LINE OF DAUTEL, 50 FEET WIDE, LANE, FROM WHICH POINT A FOUND RIGHT-OF-WAY MARKER BEARS 1.38 FEET SOUTH;

THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1477.69 FEET, AN ARC LENGTH OF 244.04 FEET, AND A CHORD BEARING NORTH 81 DEGREES 19 MINUTES 37 SECONDS WEST TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO A C OLIVE LLC BY DEED RECORDED IN BOOK 16071 PAGE 2963 OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS, FROM WHICH POINT A FOUND IRON PIPE WITH MAG NAIL BEARS 0.38 FEET SOUTH;

THENCE ALONG THE EAST LINE OF SAID A C OLIVE LLC TRACT, NORTH 26 DEGREES 54 MINUTES 00 SECONDS WEST, 213.75 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO ROBERT E. AND PAMELA D. WEHMUELLER BY DEED RECORDED IN BOOK 7300 PAGE 1232 OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS, FROM WHICH POINT A FOUND IRON PIPE WITH MAG NAIL BEARS 0.23 FEET SOUTH AND 0.17 FEET WEST;

THENCE ALONG THE SOUTH LINE OF SAID WEHMUELLER TRACT, SOUTH 86 DEGREES 56 MINUTES 00 SECONDS EAST, 250.67 FEET TO A FOUND IRON PIPE AT AN ANGLE POINT IN THE SOUTH RIGHT-OF-WAY OF COUNTRY SQUIRE, 50 FEET WIDE, LANE;

THENCE ALONG THE SOUTH RIGHT-OF-WAY OF SAID COUNTRY SQUIRE LANE, SOUTH 75 DEGREES 40 MINUTES 00 SECONDS EAST, 80.17 FEET TO A POINT OF CURVATURE, FROM WHICH POINT A FOUND IRON PIPE BEARS 0.74 FEET SOUTH AND 1.88 FEET EAST;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 34.36 FEET, AND A CHORD BEARING SOUTH 36 DEGREES 17 MINUTES 30 SECONDS EAST TO A TO A SET IRON PIPE WITH CAP ON THE WEST RIGHT-OF-WAY LINE OF THE ABOVE MENTIONED DAUTEL LANE;

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID DAUTEL LANE, SOUTH 03 DEGREES 05 MINUTES 00 SECONDS WEST, 168.80 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 55,829 SQUARE FEET OR 1.282 ACRES AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

STERN PROPERTY:

A tract of land in the North ½ of Section 2 Township 45 North Range 5 East and in U.S. Survey 1962 Township 45 North Range 5 East in the County of St. Louis, Missouri, and more particularly described as follows: Beginning at a railroad spike in the South line of Olive Street Road, as widened by instrument recorded in Book 5405 page 429 at its intersection with the West line of property conveyed to Joseph Henty and wife by deed recorded in Book 5095 page 489, thence South 1 degree 56-1/2 minutes West along the West line of property conveyed to Joseph Henty and wife, as aforesaid, 246.87 feet to a point in the North line of a 10 foot strip conveyed to Carl L. Graeser and wife, by Deed recorded in Book 2501 page 442; thence North 88 degrees 20 minutes West along the North line of said strip conveyed to Carl L. Graeser and wife, 193.61 feet to an old iron pipe at the Northeast corner of Lot 1 of Mary Meadows, a Subdivision according to the Plat thereof recorded in Plat Book 72 page 25 of the St. Louis County Records; thence South 86 degrees 38-1/2 minutes West along the North line of said Lot 1 of Mary Meadows 109.69 feet to an old iron pipe; thence North 0 degrees 32-1/2 minutes East 281.65 feet to an iron pipe in the South line of Olive Street Road, as widened, as aforesaid, and thence East along said South line of Olive Street Road 310.88 feet to the point of beginning, according to Survey thereof executed by Clayton Surveying & Engineering Company during March, 1966.

HUTKIN PROPERTY:

Parcel 1: Adjusted Lot 1 of the Westchase Shops Subdivision, a subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 353, Page 950 in the Office of the Recorder of Deeds of St. Louis County, Missouri.

Parcel 2: Adjusted Lot 2 of the Westchase Shops Subdivision, a subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 353, Page 950 in the Office of the Recorder of Deeds of St. Louis County, Missouri.

CREDIT UNION PROPERTY:

A tract of land being part of the Northeast one-quarter of Section 2, Township 45 North, Range 5 East, St. Louis County Missouri and being more particularly described as follows: Beginning at a point on the East line of Graeser Road, 40 feet wide; said point being 10.00 feet South of the prolonged South line of Olive Boulevard, 90 feet wide, as widened, by Deed recorded in Deed Book 5744 page 278; thence North 52 degrees 57 minutes East, a distance of 11.84 feet to a point, said point being 10.00 feet East of the prolonged East line of said Graeser Road, 40.00 feet wide; thence South 73 degrees 20 minutes East and along the said South line of Olive Boulevard, 90.00 feet wide, a distance of 427.40 feet to a point on the West line of Olive Crest First Addition, as per plat thereof recorded in Plat Book 13 page 52 of the St. Louis County Records; thence South 0 degrees 02 minutes West and along the West line of said Subdivision, a distance of 224.97 feet to a point; thence North 89 degrees 14 minutes West, a distance of 414.32 feet to a point in the East line of Graeser Road 40.00 feet wide; thence North 0 degrees 46 minutes West and along the said East line of Graeser Road, a distance of 334.90 feet to the point of beginning.

EXHIBIT "B"

The Infrastructure Improvements

(i) All hard costs associated with installing traffic signals at the intersection of Olive Boulevard and the Dautel Lane/Graeser Road alignment, widening Olive Boulevard and installing the medians within Olive Boulevard from east of the Dautel Lane/Graeser Road alignment to Schulte Road (with one median break), all as required and approved by MHTC, including, without limitation, costs to demolish and clear the existing improvements (other than buildings), to relocate utilities, to grade the right of way, to install sidewalks, curb and gutter, to install pavement and to install the traffic signals (the "Traffic Signal Improvements");

(ii) All soft costs associated with the Traffic Signal Improvements, including, without limitation, costs of all traffic studies, costs to prepare plans for the Traffic Signal Improvements (including but not limited to \$48,590.00 incurred by the Developer for the work of CBB through the date of the Agreement), costs to obtain all required approvals and permits for the construction of the Traffic Signal Improvements, costs to obtain a construction loan for the Traffic Signal Improvements, interest accrued on the construction loan; and

(iii) \$68,000 for the cost of net right of way dedicated for the relocation of Dautel Lane and any costs to acquire any necessary right of way along Olive Boulevard, if any, other than on the Developer Property.