

AN ORDINANCE AUTHORIZING THE CITY OF CHESTERFIELD, MISSOURI TO INITIATE CONDEMNATION PROCEEDINGS TO TERMINATE THAT AMENDED AND RESTATED EASEMENT, RESTRICTION AND OPERATING AGREEMENT, AS AMENDED, AND FURTHER SUPPLEMENTED BY THE CHESTERFIELD MALL SUPPLEMENTAL AGREEMENT; AND AUTHORIZING CERTAIN CITY OFFICIALS AND OFFICERS TO EXECUTE ALL INSTRUMENTS NECESSARY TO CARRY OUT THE INTENT OF THIS ORDINANCE.

WHEREAS, the City of Chesterfield, Missouri (the "City") is a political subdivision, duly organized and existing under the Constitution and laws of the State of Missouri; and

WHEREAS, the power of eminent domain is expressly granted to the City pursuant to Chapter 353 of the Revised Statutes of Missouri, as amended ("RSMo"); and

WHEREAS, on August 7, 2023, the City Council of the City passed and the Mayor approved Ordinance No. 3250 that, among other things, (i) declared a certain area of the City as a "blighted area" as defined under Chapter 353, RSMo, and (ii) adopted the "Chesterfield Regional 353 Development Plan & Project" (as may be amended from time to time, the "Development Plan"), all in accordance with Chapter 353 RSMo; and

WHEREAS, on August 7, 2023, the City Council of the City passed and the Mayor approved Ordinance No. 3251 that, among other things, approved a Redevelopment Agreement by and between the City and TSG Downtown Chesterfield Redevelopment, LLC dated August 7, 2023, relating to the implementation of the Development Plan (as amended and supplemented from time to time, the "Agreement"); and

WHEREAS, the City has identified property, within the area of the Development Plan, for the present and future needs of serving the public and the public purposes in accordance with the Development Plan and in furtherance of the Redevelopment Project (as defined in the Agreement); and

WHEREAS, the City has identified that certain Amended and Restated Easement, Restriction and Operating Agreement by and among St. Louis West Joint Venture, Sears, Roebuck and Co., Construction Developers, Incorporated, Dillard's Department Stores, Inc., and The May Department Stores dated November 1, 1995, as amended from time to time (the "A&R"), and as further

supplemented by the Chesterfield Mall Supplemental Agreement by and among St. Louis West Joint Venture, Construction Developers, Incorporated, and Dillard Department Stores, Inc. dated November 1, 1995 (the "Supplemental Agreement") (the A&R, as supplemented by the Supplemental Agreement and more fully described on **EXHIBIT A**, attached hereto and incorporated herein by reference, being collectively referred to herein as the "REA"); and

WHEREAS, the REA encumbers a portion of the property within the area of the Development Plan; and

WHEREAS, the City has determined that it is necessary and proper for the City to terminate the REA through its powers of eminent domain, and as further described in the Development Plan, the Agreement, and pursuant to Chapter 353 RSMo.

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

Section 1. The City has determined that it is necessary and proper for the City to terminate the REA pursuant to Chapter 353 RSMo, and in accordance with the Development Plan and the Agreement.

Section 2. The REA is to be terminated by the City through its powers of eminent domain authorized by Chapter 353 RSMo and as further provided in the Development Plan, the Agreement, and in accordance with Chapter 523 RSMo.

Section 3. The Mayor of the City or his designated representatives are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of 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, with no such further action of the City Council being necessary to authorize the Mayor or his designated representatives to do same.

Section 4. It is hereby declared to be the intention of the City Council that each and every part, section, and subsection of this Ordinance shall be separate and severable from each and every other part, section, and subsection hereof and that the City Council intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid

portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 5. The WHEREAS clauses of this Ordinance are hereby incorporated herein by reference.

Section 6. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed and approved this 20th day of February, 2024.

Mary Ann Mastorickos
PRESIDING OFFICER

Bob Nation
Bob Nation, MAYOR

ATTEST:

Amanda Hurley
~~Vickie McGownd~~, CITY CLERK
Amanda
Hurley, Deputy

FIRST READING HELD: 2/5/24

EXHIBIT A

Description of REA

Amended and Restated Easement, Restriction and Operating Agreement by and among St. Louis West Joint Venture, Sears, Roebuck and Co., Construction Developers, Incorporated, Dillard's Department Stores, Inc., and The May Department Stores dated November 1, 1995, recorded February 22, 1996 in Book 10746 page 2434, as amended by the First Amendment to Amended and Restated Easement, Restriction and Operating Agreement dated February 22, 1996 and recorded February 22, 1996 in Book 10746 page 2562 and as further supplemented by the Chesterfield Mall Supplemental Agreement by and among St. Louis West Joint Venture, Construction Developers, Incorporated and Dillard Department Stores, Inc. dated November 1, 1995.