

AN ORDINANCE AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THE REDEVELOPMENT AGREEMENT DATED AS OF JULY 24, 2000, BETWEEN THE CITY OF BRENTWOOD AND DIERBERGS BRENTWOOD, LLC.

**SPONSORED BY: ALDERWOMAN CLEMENTS
ALDERMAN KELLY
ALDERMAN GOLFIN**

**ALDERMAN WYNN
ALDERWOMAN MEHLER
ALDERMAN GLOWSKI**

BILL NO. 5052

ORDINANCE NO. 3763

WHEREAS, the City of Brentwood, (the "City") and Dierbergs Brentwood, LLC (the "Developer") entered into a Redevelopment Agreement dated as of July 24, 2000, as amended (the "Agreement"), relating to Redevelopment Project Areas 2 and 3 of the Eager Road Redevelopment Area; and

WHEREAS, the City finds it necessary and desirable to amend the Agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRENTWOOD, MISSOURI, AS FOLLOWS:

Section 1. The Mayor is hereby authorized and directed to execute, on behalf of the City, the Second Amendment to Redevelopment Agreement between the City and the Developer, and the City Clerk is hereby authorized and directed to attest to said document and to affix the seal of the City thereto. The Second Amendment to Redevelopment Agreement shall be in substantially the form attached hereto as Exhibit A, which document is hereby approved by the City Council, with such changes therein as shall be approved by the officers of the City executing the same.

Section 2. This ordinance shall be in full force and effect from and after the date of its passage.

PASSED BY THE BOARD OF ALDERMEN THIS 19TH DAY OF MARCH, 2001.

APPROVED BY THE BOARD OF ALDERMEN THIS 19TH DAY OF MARCH, 2001.



Mark E. Kurtz, Mayor

ATTEST:



Chris Seemayer, City Clerk

First Reading: 3-19-01

Second Reading: 3-19-01

SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT (this "*Second Amendment*") is made and entered into as of this 19th day of March, 2001, by and between the **CITY OF BRENTWOOD, MISSOURI** (the "*City*"), an incorporated political subdivision of the State of Missouri, and **DIERBERGS BRENTWOOD, LLC**, a Missouri limited liability company (the "*Developer*"). (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed in **Article I** of the herein defined Redevelopment Agreement.)

RECITALS

A. The City entered into a Redevelopment Agreement dated as of July 24, 2000 and amended as of December 13, 2000 (as amended, the "*Redevelopment Agreement*") in connection with the redevelopment of RPA 2/3.

B. The parties agree to amend the Redevelopment Agreement as herein provided.

AGREEMENT

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

1. **Amendment to Section 3.5.1.** Section 3.5.1 of the Redevelopment Agreement, entitled "**Project and Construction Schedule**," is hereby amended by deleting the last item from the column captioned "Time for Performance" and inserting in its place the phrase "October 31, 2003". After such insertion, the entire section will read as follows:

The Developer shall commence and complete each of its obligations under this Agreement with respect to the acquisition, construction and completion of the Redevelopment Project in accordance with the following schedule:

<u>Activity</u>	<u>Time for Performance</u>
Developer shall have filed all documents required for re-zoning and site plan approval	No later than seven business days following execution of the Redevelopment Agreement
Developer shall have all Property under option or have filed a petition for eminent domain	Within 4 months after execution of Redevelopment Agreement
Developer shall have obtained commissioners' awards for all Property being acquired through eminent domain and submitted Notice of Acquisition	Within one year after execution of Redevelopment Agreement

Developer shall have taken fee title to and possession of all Property Within 2 months following the execution of option contracts and/or receipt of commissioners' awards for all Property, extended by such additional time (not to exceed 6 months) as reasonably required for relocation and by such additional time (but not to exceed one year after execution of Redevelopment Agreement) as reasonably required for environmental remediation

Developer shall have commenced construction Within 1 month following taking possession of all Property

Developer shall have completed construction and submitted Certificate of Substantial Completion that is accepted by the City October 31, 2003

2. Ratification and Approval. Except as amended hereby, the Redevelopment Agreement is and shall remain in full force and effect in accordance with the provisions thereof.

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

4. Conflicting Provisions. In the event of any inconsistency between the terms and provisions of the Redevelopment Agreement and this Second Amendment, the terms and provisions of this Second Amendment shall prevail.

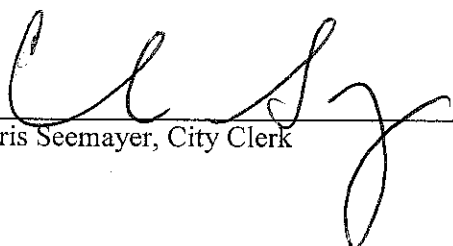
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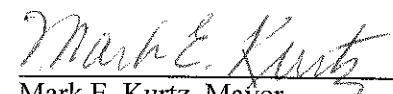
IN WITNESS WHEREOF, the City and the Developer have caused this Second Amendment to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as of the date first above written.

CITY OF BRENTWOOD, MISSOURI

(SEAL)

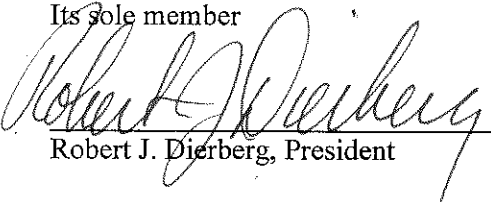
Attest:


Chris Seemayer, City Clerk

By: 
Mark E. Kurtz, Mayor

DIERBERGS BRENTWOOD, LLC

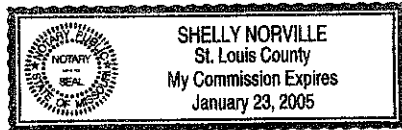
By: Dierbergs Investment Corp.,
Its sole member

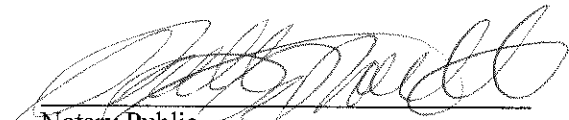
By: 
Robert J. Dierberg, President

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

On this 22nd day of March, 2001, before me appeared MARK E. KURTZ, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF BRENTWOOD, 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 said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said MARK E. KURTZ acknowledged said instrument to be the 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

(SEAL)

My Commission Expires:

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

On this 20th day of March, 2001, before me appeared ROBERT J. DIERBERG, to me personally known, who, being by me duly sworn, did say that he is the President of DIERBERGS INVESTMENT CORP., a Missouri corporation which is the sole member of Dierbergs Brentwood, 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.

Donna Lee Bent

Notary Public

(SEAL)

My Commission Expires:

10/1/2002



DONNA LEE BENT
NOTARY PUBLIC - STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES OCT 1, 2002

AN ORDINANCE AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT DATED AS OF DECEMBER 21, 2000, BETWEEN THE CITY OF BRENTWOOD AND DCM MANAGEMENT COMPANY.

**SPONSORED BY: ALDERWOMAN MEHLER ALDERMAN WYNN
 ALDERMAN KELLY ALDERWOMAN CLEMENTS
 ALDERMAN GOLFIN ALDERMAN GLOWSKI**

BILL NO. 5053

ORDINANCE NO. 3764

WHEREAS, the City of Brentwood, (the "City") and DCM Management Company (the "Developer") entered into a Redevelopment Agreement dated as of December 21, 2000, as amended (the "Agreement"), relating to the Hanley/Eager Redevelopment Area; and

WHEREAS, the City finds it necessary and desirable to amend the Agreement;

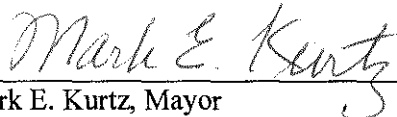
NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRENTWOOD, MISSOURI, AS FOLLOWS:

Section 1. The Mayor is hereby authorized and directed to execute, on behalf of the City, the First Amendment to Redevelopment Agreement between the City and the Developer, and the City Clerk is hereby authorized and directed to attest to said document and to affix the seal of the City thereto. The First Amendment to Redevelopment Agreement shall be in substantially the form attached hereto as Exhibit A, which document is hereby approved by the Board of Aldermen, with such changes therein as shall be approved by the officers of the City executing the same.

Section 2. This ordinance shall be in full force and effect from and after the date of its passage.

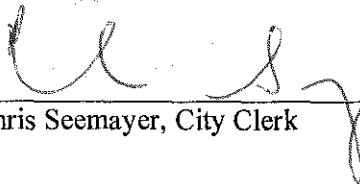
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Mark E. Kurtz, Mayor

ATTEST:



Chris Seemayer, City Clerk

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