

St. Louis City Ordinance 64532

FLOOR SUBSTITUTE

BOARD BILL NO. [98] 202

INTRODUCED BY ALDERMAN PHYLLIS YOUNG

An ordinance repealing Ordinance 57316, 62028, and 62635 pertaining to a mooring lease for the Robert E. Lee and enacting a new ordinance pertaining to the same subject matter which authorizes the Mayor and the Comptroller to lease the following described mooring rights on the Improved Wharf to Downtown St. Louis Investment Co. for a period of twenty-five (25) years:

Three Hundred Feet (300') starting at a point Three Hundred feet (300') south of the south leg of the Arch and extending southward therefrom approximately Three Hundred Feet (300') for mooring the Robert E. Lee.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. Ordinances 57316, 62028, and 62635 are hereby repealed.

SECTION TWO. The Mayor and the Comptroller are hereby authorized to enter into a lease agreement with Downtown St. Louis Investment Co., providing use by the lessee of certain mooring rights on the Improved Wharf, in substantially the following form:

LEASE AGREEMENT

This Agreement made and entered into as of this _____ day of _____, 1999, by and between the City of St. Louis a municipal corporation of the State of Missouri (hereafter called "Lessor"), through its Mayor and Comptroller and Downtown St. Louis Investment Company (hereinafter called "Lessee").

WITNESSETH:

1. That, for and in consideration of the rents hereinafter reserved to be paid by Lessee to the Lessor, and the mutual covenants and agreements herein contained, the Lessor hereby leases and lets to said Lessee the following described mooring privileges to wit:

Three Hundred Feet (300') starting at a point Three Hundred Feet (300') south of the south leg of the Arch and extending southward therefrom approximately Three Hundred Feet (300') for mooring the Robert E. Lee.

The lease only covers mooring rights and does not include the use of the wharf west of the mooring except at the discretion of the Port Authority.

2. This lease agreement shall be for a period of Ten (10) years, beginning on the ____ day of _____, 199__, and terminating on the ____ day of _____, 20__, with two (2) five (5) year options, each option to be exercised with the mutual consent of the Lessee and the Lessor's Port Authority Commission and Board of Public Service. With respect to the consent of the latter, said consent shall not be unreasonably withheld as long as Lessee is performing within the terms of this Lease Agreement.

3. For the rights and privileges herein granted, the Lessee agrees to pay the Lessor the following rental:

An annual rental of Four Thousand Two Hundred Seventy Five Dollars (\$4,275.00) payable at a rate of Three Hundred Fifty Six Dollars and Twenty Five Cents (\$356.25) monthly in advance.

The rents to be paid to Lessor for the rights and privileges leased hereunder shall be subject to adjustments as provided by, and under the terms and conditions set forth in APPENDIX "A" STANDARD PROVISIONS, LEASES OF WHARF LAND AND MOORING RIGHTS", which is attached hereto and made a part hereof.

4. The Lessee reserves the right to relocate the facility on available mooring space on the Central Riverfront, within the boundaries of the Improved Wharf and at the Lessee's expense. This realignment requires the approval of the Lessor's Port Commission and Board of Public Service. The Lessor reserves the right to relocate the facility on the Central Riverfront, within the boundaries of the Improved Wharf. The Lessor's relocation shall be in line with a complete overall relocation and shall be at the Lessee's expense.

5. The above described area shall be used only for the purpose of operating a restaurant and bar on board the Robert E. Lee. In the event Lessee's business is not operating for any reason for any period beyond one year, this lease shall be forfeited.

6. The above mooring area shall be used by Lessee only for purposes consistent with the lawful use of said area. Structures or major alteration shall be made in accordance with plans and specifications approved by Lessor through the Port Authority Commission and Board of Public Service. Upon the expiration, termination or cancellation of the lease agreement, the Lessee shall remove all

and any vessels, boats, watercraft or other practical movable structures from the mooring, without expense to the Lessor, unless authorized by Section 12. In the event said vessels, boats, watercraft or other practical movable structures are not removed within ninety (90) days after receipt of notice by the Lessee, the Lessor may take possession of said vessels, boats, watercraft or other practical movable structures or may cause same to be removed at the expense of the Lessee.

7. All other matters governing this lease as well as rents are set forth in said APPENDIX. "A".

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Lease Agreement.

LESSEE:

DOWNTOWN ST. LOUIS INVESTMENT COMPANY

By: _____

ATTEST:

LESSOR:

CITY OF ST. LOUIS, MISSOURI

Mayor

Comptroller

ATTEST:

City Register

APPROVED AS TO FORM, ONLY:

City Counselor

STATE OF MISSOURI)

CITY OF ST. LOUIS) ss. On this _____ day of _____, 1998, before me appeared _____ and

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