

Summary

Board Bill Number 209

Primary Sponsor: Alderwoman Lisa Middlebrook

January 8, 2021

This Board Bill authorizes a new Lease Agreement with the City of St. Louis and SCF Lewis and Clark Terminals LLC, a Delaware limited liability company, for parking and storage and for interior receiving, processing, storing and transloading of cargo and/or as a warehouse or distribution center for products at #5 Clinton Street including land and the warehouse and other improvements for 2 years and 7 months with mutual options of 7 years and two additional 5 years. The lease sets the base rent at \$139,260.75 for the first 2 years and then with an escalator of 2% per year.

BOARD BILL NUMBER 209 INTRODUCED BY: ALDERWOMAN LISA MIDDLEBROOK

1 An Ordinance authorizing the execution of a new Lease Agreement between The City of St. Louis,
2 Missouri (the “City”) and SCF Lewis and Clark Terminals LLC (“SCF”), a Delaware limited
3 liability company, for a period of two (2) years and seven (7) months with one (1) seven (7) year
4 and two (2) five (5) year mutual options for the purpose of parking automobiles and storage and
5 interior receiving, processing, storing and transloading of cargo and/or a warehouse or distribution
6 center for products at 2226 N. 1st Street (also known as #5 Clinton) with approximately a 154,318
7 square foot building with other related improvements at an annual base rent \$139,269.75 for the
8 first two years and then with a 2% escalator and containing a severability clause.

9 **WHEREAS**, the City owns 226 N. 1st Street and leased same for ninety-nine years wherein
10 a warehouse was constructed, which lease has expired; and

11 **WHEREAS**, the City and SCF desire to enter into a new Lease Agreement under certain
12 terms and conditions described above.

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

14 **SECTION ONE.** The Board of Aldermen hereby approves, and the Mayor and
15 Comptroller are hereby authorized to execute, on behalf of the City, a new Lease Agreement with
16 certain terms and conditions with SCF, which shall read in words and figures substantially as
17 attached hereto as **Exhibit A**. Any permit issued will expire upon the execution of the Lease
18 Agreement.

19 **SECTION TWO.** The Mayor and Comptroller or their designated representatives are
20 hereby authorized to take any and all actions, and to execute and deliver for and on behalf of the
21 City any and all additional certificates, documents, agreements or other instruments, as may be

1 necessary and appropriate in order to carry out the matters herein authorized, with no such further
2 action of the Board of Aldermen necessary to authorize such action by the Mayor and Comptroller
3 or their designated representatives.

4 **SECTION THREE.** The Mayor and Comptroller or their designated representatives, with
5 the advice and concurrence of the City Counselor and the Port Commission, are hereby further
6 authorized to make any changes to the documents, agreements and instruments approved and
7 authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary
8 and appropriate in order to carry out the matters herein authorized, with no such further action of
9 the Board of Aldermen necessary to authorize such changes.

10 **SECTION FOUR.** It is hereby declared to be the intention of the Board of Aldermen that
11 each and every part, section and subsection of this Ordinance shall be separate and severable from
12 each and every other part, section and subsection hereof and that the Board of Aldermen intends
13 to adopt each said part, section and subsection separately and independently of any other part,
14 section and subsection. In the event that any part, section or subsection of this Ordinance shall be
15 determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and
16 subsections shall be and remain in full force and effect, unless the court making such finding shall
17 determine that the valid portions standing alone are incomplete and are incapable of being executed
18 in accord with the legislative intent.

19 **SECTION FIVE.** After adoption of this Ordinance by the Board of Aldermen, this
20 Ordinance shall become effective on the 30th day after its approval by the Mayor or adoption over
21 her veto.

EXHIBIT A

LEASE AGREEMENT

Board Bill Number 209
Exhibit A

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made and entered into this 1st day of January 2021 (“Effective Date”), by and among The City of St. Louis, Missouri, a city and political subdivision duly organized and existing under its charter, the Constitution and laws of the State of Missouri (hereinafter “Lessor”), and SCF Lewis and Clark Terminals LLC, a Delaware limited liability company (“hereinafter Lessee”).

1. Leasehold. That, for and in consideration of the rents hereinafter reserved to be paid by Lessee to Lessor, and the mutual covenants and agreements herein contained, Lessor hereby leases and lets to Lessee a portion of the following described real property located in the City of St. Louis, Parcel Number 21420000300, commonly known as 2226 N. 1st Street (also known as 5 Clinton Street) (“Land”), and the approximately 154,318 square foot building located on the Land (“Building”) and other improvements on the Land as more particularly depicted on Exhibit A attached hereto (collectively, the “Leased Premises”).

2. Term. The term of this Lease (“Term”) shall be for a period of two (2) years and seven (7) months (as hereinafter defined), beginning on January 1, 2021 (“Commencement Date”) and terminating on 11:59 p.m. on July 31, 2023, unless sooner terminated or extended as provided herein. As used herein, “Lease Term”, “Term” and “the term of this Lease” shall have the same meaning and shall include any properly exercised and mutually agreed upon Option Period (as hereinafter defined).

3. Rent. Lessee shall pay Lessor, at the address of Lessor indicated herein (or at such other place as Lessor may designate in writing), without demand, deduction or setoff, annual base rental (such rent, as the same may be adjusted from time to time as specifically set forth in this Lease, is herein referred to as the “Base Rent”), in equal monthly installments (the “Monthly Base Rent”) in advance commencing on the Commencement Date and continuing on the first (1st) day

of each calendar month during the Term. Base Rent, Monthly Base Rent or any other payments due under this Lease (collectively, “Rent”) shall be made payable to Lessor and mailed or hand delivered to 1520 Market, Street, Suite 2000, St. Louis, Missouri 63103, Attention: Charlie Hahn, Controller, or to such other person or to such other place as directed from time to time by written notice to Lessee from Lessor.

Period	Annual Base Rent for Building	Annual Base Rent for the Land (excluding the Building)	Aggregate Annual Base Rent	Aggregate Monthly Base Rent
January 1, 2021 – July 31, 2023	\$125,000.00	\$14,260.75	\$139,260.75	\$11,605.06

4. Option Periods. Lessee shall have the option to extend the Term of the Lease for one (1) additional seven (7) year period followed by two (2) additional five (5) year periods (each an “Option Period”) subject to the mutual consent of Lessee and Lessor’s Port Authority Commission and Board of Public Service, which consent may be withheld for any reason or no reason at all. Lessee must give written notice to Lessor (“Option Notice”) of its desire to exercise an option to extend the Term for an Option Period at least nine (9) months, but no more than twelve (12) months, prior to the expiration of the initial Term or any prior Option Period, as the case may be. Lessor shall have sixty (60) days after receipt of Lessee’s Option Notice to notify Lessee in writing if Lessor will terminate the Lease at the expiration of the initial Term or current Option Period, as the case may be, or agree to extend the Term for an additional Option Period in accordance with the terms of this Lease. If Lessor fails to deliver such notice, the Lease will terminate at the expiration of the initial Term or current Option Period, as the case may be. If

Lessor agrees to extend the Term for an additional Option Period, the Annual Base Rent and Monthly Base Rent shall be as follows:

Option Period 1	Annual Base Rent for Building	Annual Base Rent for Land (excluding the Building)	Aggregate Annual Base Rent	Aggregate Monthly Base Rent
August 1, 2023 – July 31, 2024	\$127,500.00	\$14,545.97	\$142,045.97	\$11,837.16
August 1, 2024 – July 31, 2025	\$130,050.00	\$14,836.89	\$144,886.89	\$12,073.91
August 1, 2025 – July 31, 2026	\$132,651.00	\$15,133.63	\$147,784.63	\$12,315.38
August 1, 2026 – July 31, 2027	\$135,304.08	\$15,436.30	\$150,740.38	\$12,561.70
August 1, 2027 – July 31, 2028	\$138,010.20	\$15,745.03	\$153,755.23	\$12,812.94
August 1, 2028 – July 31, 2029	\$140,770.44	\$16,059.93	\$156,830.37	\$13,069.20
August 1, 2029 – July 31, 2030	\$143,585.88	\$16,381.13	\$159,967.01	\$13,330.58

Option Period 2	Annual Base Rent for Building	Annual Base Rent for Land (excluding the Building)	Aggregate Annual Base Rent	Aggregate Monthly Base Rent
August 1, 2030 – July 31, 2031	\$146,457.60	\$16,708.75	\$163,166.35	\$13,597.20

August 1, 2031 – July 31, 2032	\$149,386.80	\$17,042.93	\$166,429.73	\$13,869.14
August 1, 2032 – July 31, 2033	\$152,374.56	\$17,383.79	\$169,758.35	\$14,146.53
August 1, 2033 – July 31, 2034	\$155,422.08	\$17,731.47	\$173,153.55	\$14,429.46
August 1, 2034 – July 31, 2035	\$158,530.56	\$18,086.10	\$176,616.66	\$14,718.06

Option Period 3	Annual Rent for Building	Base for	Annual Base Rent for (excluding the Building)	Aggregate Annual Base Rent	Aggregate Monthly Base Rent
August 1, 2035 – July 31, 2036	\$161,701.20		\$18,447.82	\$180,149.02	\$15,012.42
August 1, 2036 – July 31, 2037	\$164,935.20		\$18,816.78	\$183,751.98	\$15,312.67
August 1, 2037 – July 31, 2038	\$168,233.88		\$19,193.12	\$187,427.00	\$15,618.92
August 1, 2038 – July 31, 2039	\$171,598.56		\$19,576.98	\$191,175.54	\$15,931.30
August 1, 2039 – July 31, 2040	\$175,030.56		\$19,968.52	\$194,999.08	\$16,249.92

5. Taxes. Lessee agrees to pay ad valorem taxes on the Leased Premises, if any, and property and improvements located on the Leased Premises or involved in any operations within said Leased Premises, including all owned or leased property and equipment, and it is agreed that the Lessee will not deny the authority of the proper assessing agency to assess ad valorem taxes on said improvements. Further, Lessee agrees to pay any and all taxes, fees and assessments due on any other aspect of Lessee's business operations or improvements within the Leased Premises. Failure to pay ad valorem and/or other taxes, fees and/or assessments due as and when due, whether or not such taxes, fees and/or assessments are appealed, shall be considered an Event of Default (as hereinafter defined) of this Lease.

6. Maintenance and Repair. Lessee, at its sole cost and expense, throughout the Term, shall take good care of the Leased Premises (including any improvements now or hereafter erected or installed on the Leased Premises), and shall keep the same in good order and condition and shall make and perform all maintenance thereof (including, without limitation, routine and regular maintenance) and all repairs and replacements thereto, interior and exterior, structural and nonstructural, underground and above ground, and capital or non-capital in nature, all to the extent necessary to comply with the express provisions of this Lease. All maintenance and repair activities of Lessee under this Lease shall be performed in accordance with all laws, ordinances and regulations. In the event that structures are damaged due to misuse or negligence by Lessee's agents, licensees and invitees, then Lessee shall promptly repair such damage at Lessee's sole cost and expense. Any structural repairs shall be completed in accordance with sealed drawings by a licensed engineer and shall restore the structural integrity of the damaged component(s). Any structures or alterations desired by Lessee must be approved by Lessor through the Board of Public Service. Lessee may not drive or park trucks, vehicles or trailers or store equipment, containers,

cargo or heavy items on any sidewalks and shall be responsible for all damage, repairs and maintenance to any sidewalks, underground utility lines and pipes located under sidewalks and the Leased Premises caused by Lessee or its employees, agents, licensees, invitees, and contractors.

Lessee, at its sole cost and expense, shall take good care of, repair, replace and maintain all driveways, pathways, roadways, sidewalks, parking areas, loading areas, storage areas, yard surfaces, landscaped areas, entrances and passageways on or appurtenant to the Leased Premises in good order and repair, and keep all portions of the Leased Premises, including areas appurtenant thereto, in a clean and orderly condition. Lessee shall not store, or allow the storage of, any garbage or trash on the Leased Premises. Further, Lessee shall ensure that Lessee, Lessee's customers, and employees and/or guests of Lessee do not throw trash or any articles or materials of any sort whatsoever onto any portion of the Leased Premises. Lessee shall be responsible for enforcing this prohibition.

Lessor shall not be required to furnish any services or facilities or to make any repairs, replacements or alterations in, about or to the Leased Premises or any improvements now or hereafter erected thereon. **Except as otherwise expressly provided in this Lease, Lessee accepts the Leased Premises in their "AS IS, WHERE IS" condition, with all faults.** Notwithstanding anything else in this Lease, including but not limited to the "AS IS, WHEREAS" wording that appears in this Section 6 and the repair and maintenance obligations, Lessee has no obligation to maintain, repair or replace the floor in the Leased Premises at any time during the Lease or after it ends due to deterioration in or damage to the floor that occurred due to Lessee's use of forklifts and the storage of steel coils and/or general cargo on the floor. Lessee shall be responsible for general housekeeping of the floor, such as sweeping and clearing debris. In addition, Lessor has no obligation to maintain, repair or replace the floor in the Leased Premises.

7. Permitted Use. The Leased Premises shall be used by Lessee only for the purpose of exterior general automobile and equipment parking and storage and for interior receiving, processing, storing and transloading of cargo and/or as a warehouse or distribution center for products. Storage of corrosive materials is generally not allowed. Storage of acidified phosphate rock, such as MAP or DAP, is allowed under the following conditions: (a) area of storage shall be first identified to Port Authority staff, which will document existing conditions; (b) prior to handling and storage, suitable protective coating shall be applied at Lessee expense to any surface vulnerable to rust or corrosion from handling and storage; (c) storage up against columns properly covered with protective coating is allowed; and (d) jersey barriers shall be provided between the toe of any storage pile and the Building's walls. Lessee shall keep, operate and maintain the Leased Premises, including all structures and improvements located thereon, in full compliance with all federal, state and local environmental, health and/or safety laws, ordinances, rules, regulations, codes, orders, directives, guidelines, permits or permit conditions currently existing and as amended, enacted, issued or adopted in the future which are applicable to the Leased Premises. Lessee shall provide copies of all permits to Lessor.

8. Equal Opportunity and Nondiscrimination Guidelines. Regarding any contract for work in connection with the improvement of any property included in the Leased Premises, the Lessee (which term shall include Lessee, any designees, successors and assigns thereof, any entity formed to implement a project in which the Lessee has a controlling interest), and Lessee's contractors and subcontractors shall include a clause requiring compliance with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination, and with all ordinances, including ordinances 69427, 70767 and 71094, addressing participation by Minority Enterprises ("MBEs") and Women Business Enterprises ("WBEs") in City-assisted

work. The Lessee and its contractor(s) shall not contract or subcontract with any party known to have been found in violation of any such laws, ordinances, regulations or Executive Orders.

Further, Lessee agrees, for itself and for its successors and assigns, that Lessee shall not discriminate in any way on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of the Leased Premises or any improvements erected or to be erected in or on the Leased Premises or any part thereof. Further, Lessee agrees, for itself and for its successors and assigns, to include covenants in each and every contract entered into by Lessee with respect to the improvement or operation of the Leased Premises to ensure such discrimination by any of Lessee's contractors is prohibited. The non-discrimination provisions embodied in this Section shall run with the land and shall be enforceable by the Port Commission, by the City, and by the United States of America, as their interests may appear. Lessee agrees that, if the improvement and use of the Leased Premises creates additional full-time jobs, it shall enter into a First Source Referral Agreement with the Saint Louis Agency on Training and Employment and the Port Commission for referral of Jobs Training Partnership Act-eligible individuals. Said Referral Agreement shall specify the number and types of jobs to be covered by the Referral Agreement, the target date for referrals to begin, and the procedure for referral.

9. Surrender. Lessee shall repair any and all damage to the Leased Premises resulting from Lessee's equipment and operations except with regard to the floor as described more specifically in Section 6 above. Upon the expiration or earlier termination of this Lease, Lessee shall quit and peacefully surrender the Premises to Lessor, and Lessor, upon or at any time after any such expiration or termination, may without further notice, enter upon and re-enter the Leased Premises and possess and repossess itself thereof, by summary proceedings, ejectment or

otherwise, and may dispossess Lessee and remove Lessee and all other persons and property from the Leased Premises and may have, hold and enjoy the Leased Premises and the right to receive all rental income of and from the same. Lessee shall leave and surrender the Leased Premises to the Lessor in the same condition in which the Leased Premises was at the commencement of this Lease, except with regard to the floor as set forth more specifically above in Section 6, for ordinary wear and tear and/or as repaired, rebuilt, restored, altered, replaced or added to as permitted or required by any provision of this Lease. Upon such surrender, Lessee shall (a) remove from the Leased Premises all property which is owned by Lessee or third parties other than the Lessor and (b) repair any damage caused by such removal. Lessee further agrees and warrants that, upon the expiration or earlier termination of this Lease, Lessee shall return the Leased Premises to the Lessor free of any and all hazardous material, infectious waste, solid waste, pollutants, and contaminants which were placed, released, discharged, disposed, and/or spilled on, into, or about the Leased Premises by Lessee, or of any of its agents, contractors, employees, invitees or licensees, sublessees or other occupants. Lessee shall not be responsible for hazardous material, infectious waste, solid waste, pollutants and contaminants that were present prior to the Effective Date of this Lease and/or that have migrated during the Term to the Leased Premises from offsite without the negligence or other misconduct of Lessee or of any of its agents, contractors, employees, invitees or licensees, sublessees or other occupants.

10. Capital Improvements. Lessee agrees that all permanent Capital Improvements and facilities installed on the Leased Premises by Lessee shall become the property of Lessor, and become a part of the Leased Premises, unless Lessor requests the removal of same prior to the expiration or earlier termination of this Lease if the improvement has significantly deteriorated or no longer functions safely or as intended. Objects, facilities and equipment that are portable or

moveable are not a permanent Capital Improvement and will remain the property of Lessee and shall be removed upon the expiration or earlier termination of this Lease.

Lessee agrees, at Lessee's sole cost and expense, to make "Capital Improvements" (as hereinafter defined) that Lessee reasonably determines are necessary during the Term to maintain, occupy and operate the Leased Premises, including, without limitation, life safety systems, ADA compliance and building code compliance. For purposes of this Lease, the term "Capital Improvement" shall mean an improvement to the Leased Premises the cost of which is required to be capitalized for accounting purposes in accordance with GAAP. Prior to commencement of construction any Capital Improvement, Lessee shall provide to Lessor, for the review and approval of Lessor and the City's Board of Public Service, such approval not to be unreasonably withheld, conditioned or delayed, appropriate plans and specifications for the subject Capital Improvement (including, without limitation, any interior demolition required), as well as the schedule for completing construction of such Capital Improvement. The plans and specifications for each Capital Improvement shall be prepared by Lessee's contractors, licensed architect or engineer, as appropriate and as may be required by any applicable permitting authorities. All Capital Improvements shall be completed by Lessee at Lessee's sole cost and expense: (i) with due diligence, in a good and workmanlike manner, using new materials, (ii) in compliance with plans and specifications approved by Lessor and the City's Board of Public Service; (iii) in compliance with the reasonable construction rules and regulations promulgated by Lessor from time to time; (iv) in accordance with all applicable laws; and (v) subject to all reasonable conditions which Lessor may in Lessor's discretion reasonably impose. Before commencement of any Capital Improvement, Lessee shall obtain all applicable permits, authorizations and governmental approvals and deliver copies of the same to Lessor. Lessee shall require and obtain performance

and payment bonds insuring Lessee, the City and Lessor to the extent required pursuant to Section 107.170 of the Missouri Revised Statutes, as the same may be amended and revised from time to time. Upon completion of any Capital Improvement, Lessee shall deliver to Lessor copies of all paid invoices, receipts, final lien waivers, warranties and as-built plans showing the completed Capital Improvement. Lessee shall keep the Leased Premises free and clear of all liens arising out of any work performed, materials furnished or obligations incurred by Lessee.

11. Public Grants. Throughout the Term, at the request of Lessee, Lessor shall use reasonable efforts to apply for grants to provide funding for improvements and/or repairs to the Leased Premises (“Public Funds”). Lessee agrees to pay the required matching funds for such grants (if any) and reimburse Lessor for its reasonable out of pocket costs incurred in connection with obtaining such grants, including, but not limited to, costs of third party consultants. If awarded, Lessor and Lessee shall mutually agree upon the improvements and/or repairs which may be paid for with the Public Funds. Lessor further agrees to cooperate with any efforts by Lessee to participate in any governmental program that will provide funding, tax abatement or other benefits to Lessee in connection with its operation of the Leased Premises, at Lessee’s sole cost and expense.

12. Utilities. Lessee shall pay for all utilities and services used on the Leased Premises during the Term. Additionally, Lessee shall not store anything over the existing sewers of MSD (the “MSD Sewers”) that would impair the structural integrity or operation of the MSD Sewers or prevent MSD from accessing the MSD Sewers.

13. No Partnership. Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Lessor and Lessee, or to create any other relationship between the parties hereto other than that of Lessor and Lessee.

14. Insurance, Liability and Indemnity. Lessee, at its sole cost and expense, shall procure and maintain throughout the Term of this Lease the following insurance policies on forms and with good and solvent insurers satisfactory to Lessor:

A. Workers Compensation / Employers Liability – Worker’s Compensation limits shall be statutory and coverage shall be in compliance with the laws of the applicable state and federal laws, with a minimum Employer’s Liability policy limit of USD \$2,000,000.00 each person, each occurrence and aggregate.

B. Commercial General Liability - Minimum policy limit of USD \$5,000,000.00 per occurrence and USD \$5,000,000.00 aggregate applicable to liabilities assumed hereunder and the use or occupancy of the Leased Premises by Lessee or any of Lessee’s agents, employees, licensees, customer, invitees or contractors.

- (1) Include coverage for explosion, collapse, and underground hazards.
- (2) Include products hazard coverage.
- (3) Include completed operations hazard coverage.
- (4) Include broad form property damage coverage.
- (5) Include Blanket contractual liability coverage applicable to all liability, indemnity and hold harmless provisions assumed under this Lease.
- (6) Include Sudden and accidental pollution coverage applicable to third party bodily injury or property damage.

C. Automobile Liability - Minimum policy limit of USD \$2,000,000.00 combined single limit per occurrence or accident for bodily injury and property damage. Policy shall be applicable to and cover all owned, non-owned, hired and/or rented autos for bodily injury and/or property damage.

D. Excess Liability Insurance in an amount no less than USD \$10,000,000.00 with coverage with terms and conditions no less broad than the primary.

E. In the event Lessee handles, stores, or transports Hazardous Materials at the Leased Premises, Environmental Impairment Liability insurance in the amount of USD \$10,000,000.00 naming Lessor and the City as additional primary, non-contributing insureds.

F. Property damage insurance covering the Leased Premises and all of Lessee's leasehold improvements, including trade fixtures and personal property from time to time in, on or upon the Leased Premises, including any alterations, improvements, additions or changes made by Lessee thereto in an amount not less than one hundred percent (100%) of their full replacement cost from time to time during the Term, providing protection against perils included within the special form of fire and extended coverage insurance policy, including earthquake and flood coverage if and to the extent such coverage is available at commercially reasonable rates, together with insurance against sprinkler leakage or other sprinkler damage (if there is any sprinkler in the Building), vandalism and malicious mischief. Any policy proceeds from such insurance payable for the physical damage to improvements within the Leased Premises, so long as this Lease shall remain in effect, shall be applied first for the repair, reconstruction, restoration or replacement of the improvements damaged or destroyed.

G. Where allowable by law, Lessee shall obtain from each of its insurers a waiver of subrogation on all required coverage of the Lessee in favor of Lessor and the Port Authority and, with the exception of Workers' Compensation, name Lessor and the Port Authority as additional insureds in each insurance policy required of Lessee set forth above. With respect to the property coverage required, Lessor and the Port Authority shall be named as a loss payee as their interest may appear. No "other insurance" provision shall be applicable to Lessor by virtue of having been

named an additional insured or loss payee under any policy of insurance and Lessee's insurance shall be primary and non-contributory with respect to Lessor. Lessee shall ensure that any endorsement naming Lessor and the Port Authority as an additional insured shall not exclude from coverage the sole negligence of the additional insureds. Lessee shall be responsible for payment of all deductibles, premiums, and retentions in connection with the insurance required of Lessee hereunder, and for payment for all expenditures incurred under any "sue and labor" provision under any policy. The foregoing insurance policies shall each provide that there shall be no recourse against Lessor for payment of premiums, commissions, club calls, assessments, or advances. Lessor hereby consents that the above-listed rating obligation shall not apply to the Worker's Compensation insurance.

H. All policies referred to above shall: (i) be taken out with insurers licensed to do business in Missouri having an A.M. Best's rating of A-, Class IX, or better, or otherwise approved in advance by Lessor, such approval not to be unreasonably withheld; (ii) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to Lessor or any mortgagee of Lessor; (iii) [intentionally deleted]; and (iv) provide for thirty (30) days' prior written notice of material changes and ten (10) days' prior written notice shall be provided in the event of cancellation due to the non-payment of premium. Lessee shall provide certificates of insurance and/or copies of all policies and endorsements as reasonably requested by Lessor on or before the Commencement Date and thereafter at times of renewal or changes in coverage or insurer and upon request by Lessor.

Lessee and all those claiming by, through or under Lessee shall store their property in, and shall occupy and use the Leased Premises and any improvements therein and appurtenances thereto, solely at their own risk, and Lessee and all those claiming by, through or under Lessee

hereby release Lessor, to the full extent permitted by law, from any and all claims of every kind, including loss of life, personal or bodily injury, damage to merchandise, equipment, fixtures or other property, or damage to business or from business interruption, arising, directly or indirectly, out of, from or on account of such occupancy or use of the Leased Premises, or resulting from any present or future condition or state of repair thereof. Lessee shall defend and indemnify Lessor, and the Port Authority, and their respective governing members, directors, officers, agents, attorneys, employees, independent contractors, and successors and assigns (collectively, "Indemnified Parties") and save Indemnified Parties harmless from and against any and all claims against Indemnified Parties arising from (a) Lessee's or of any of its agents', contractors', employees', invitees' or licensees', sublessees' or other occupants' use of the Leased Premises, the conduct of its business thereon, or from any activity, work or thing done, permitted or suffered by Lessee in or about the Leased Premises, (b) the nonperformance of any covenant or agreement on Lessee's part to be performed pursuant to the terms of this Lease, (c) any act or negligence of Lessee or of any of its agents, contractors, employees, invitees or licensees, sublessees or other occupants, and from and against all costs, fines, judgments, reasonable counsel fees, expenses and liabilities incurred in any such claim or in any action or proceeding brought thereon, (d) Lessee's or of any of its agents', contractors', employees', invitees' or licensees', sublessees' or other occupants failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Leased Premises or its occupancy, or (e) any third party claims or suits filed or asserted against Lessee. In case any action or proceeding be brought against Indemnified Parties by reason of any such claim, Lessee, upon written notice from Indemnified Parties, covenants to resist or defend at Lessee's expense such action or proceeding by counsel reasonably satisfactory to Lessor and be responsible for all reasonable and necessary costs and

expenses incurred by any one or more of the Indemnified Parties in connection with any such claim. The provisions of this Section shall survive the termination of this Lease with respect to any claims or liabilities accruing prior to such termination.

Lessee shall require all licensees, sublessees or other occupants of the Leased Premises to provide insurance consistent with the terms and conditions set forth above and furnish to Lessor reasonable satisfactory evidence that such insurance is in effect.

15. Event of Default. The occurrence of any one or more of the following events shall constitute an “Event of Default” by Lessee:

A. The failure by Lessee to make any payment of Rent or other amounts owed hereunder within ten (10) days after written notice from Lessor that said payment is due and unpaid.

B. The failure by Lessee to maintain the insurance required under this Lease, where such failure shall continue for a period of ten (10) days after written notice hereof from Lessor to Lessee, unless Lessee’s insurance shall have lapsed in which event no such notice shall be required.

C. The failure by Lessee to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Lessee, other than described in Sections (A) and (B) above, where such failure shall continue for a period of thirty (30) days after written notice hereof from Lessor to Lessee.

D. (i) The making by Lessee of any general assignment, or general arrangement for the benefit of creditors; (ii) filing by or against Lessee of a petition to have Lessee adjudicated a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee’s

assets located at the Leased Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within sixty (60) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Leased Premises or of Lessee's interest in this Lease, where such seizure is not discharged within sixty (60) days.

16. Remedies. Upon an Event of Default by Lessee, Lessor shall have the following remedies, which shall not be exclusive but shall be cumulative and shall be in addition to any other remedies now or hereafter allowed by law, with or without further notice or demand:

A. Terminate Lessee's right to possession of the Leased Premises by any lawful means, without terminating this Lease, and Lessee shall immediately surrender possession of the Leased Premises to Lessor. Upon regaining possession of the Leased Premises, Lessor may re-let the same or any part thereof to any person or entity for such rent, for such period (including periods beyond the Term of this Lease), and upon such terms as Lessor, acting in good faith, deems reasonable. In connection with regaining possession of the Leased Premises and re-letting the Leased Premises (if the same are re-let), Lessor shall be entitled to recover from Lessee the reasonable cost of recovering possession of the Leased Premises, the reasonable expenses of re-letting (including necessary renovation, maintenance, repairs and alteration of the Leased Premises, and lease commissions), reasonable attorneys' fees, and disbursements ("Lessor's Expenses"). All of Lessor's Expenses shall be charged against the rents collected on any re-letting of the Leased Premises, and if the rents collected by Lessor upon any re-letting (after deducting therefrom Lessor's Expenses) are insufficient to pay the full amount of the Rent and other amounts due from Lessee hereunder as the same become due, Lessee shall pay Lessor the amount of the deficiency monthly on demand. If the rents collected by Lessor upon any re-letting (after deducting therefrom Lessor's Expenses) exceed the full amount of the Rent and other amounts due

from Lessee hereunder, all such excess shall be retained by Lessor and Lessee shall have no interest therein, provided, however, that such excess, if any, shall be applied against any other liability of Lessee under this Lease.

B. Maintain Lessee's right to possession in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Leased Premises. In such event Lessor shall be entitled to recover Rent and any other amount due from Lessee as it becomes due hereunder.

C. Terminate this Lease, in which event Lessee shall immediately surrender possession of the Leased Premises to Lessor, and Lessor shall have the right to regain possession of the Leased Premises by any lawful means should Lessee fail to surrender the same.

D. Lessor may, but shall not be obligated to, cure the Event of Default by Lessee at Lessee's expense. If Lessor pays any sum or incurs any expense in curing the Event of Default by Lessee, Lessee shall reimburse Lessor upon demand for the amount of such payment or expense with interest at the rate of ten percent (10%) per annum or the maximum lawful rate that Lessor may charge Lessee under applicable laws, whichever is less, from the date the sum is paid or the expense is incurred until Lessor is reimbursed by Lessee.

E. Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the State of Missouri.

17. Late Charge. Lessee hereby acknowledges that late payment by Lessee to Lessor of Rent and other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Lessor by the terms of any mortgage or trust deed covering the Leased Premises. Accordingly, if any installment of Rent or any other sum due from Lessee shall not be received by Lessor or

Lessor's designee within ten (10) days after notice that such amount is due and has not been paid, Lessee shall pay to Lessor a late charge equal to the lesser of (i) five percent (5%) of such overdue amount, or (ii) One Thousand Dollars (\$1,000.00). The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder.

18. No Constructive Waiver. No waiver of any forfeiture, by acceptance of rent or otherwise, shall waive any subsequent cause of forfeiture, or breach of any condition of this Lease; nor shall any consent by Lessor to any assignment or subletting of said Leased Premises, or any part thereof, be held to waive or release any assignee or sub-lessee from any of the foregoing conditions or covenants as against him or them; but every such assignee and sub-lessee shall be expressly subject thereof.

19. Assignment and Sublease.

(a) Lessee may not assign, transfer, mortgage or encumber this Lease, nor shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise, without the prior written consent of Lessor, Board of Public Service of the City of St. Louis and the Port Commission of the City of St. Louis, which consent shall not be unreasonably withheld, conditioned or delayed. The withdrawal or change, whether voluntary, involuntary or by operation of law, of persons or entities owning a controlling interest in Lessee, or the sale of Lessee's business, shall be deemed a voluntary assignment of this Lease and subject to the provisions of this Section. Lessee's failure to comply with the foregoing sentence shall be deemed to be a

material breach of this Lease by Lessee. Any transfer of any direct or indirect controlling interest in Lessee shall constitute an assignment hereunder requiring Lessor's approval.

(b) Lessee shall not sublease the Leased Premises or any part thereof or transfer possession or occupancy thereof to any person, firm, entity or corporation without the prior written consent of Lessor, Board of Public Service of the City of St. Louis and the Port Commission of the City of St. Louis, which consent shall not be unreasonably withheld, conditioned or delayed..

(c) In the event Lessee subleases or assigns all or part of the Leased Premises at a rental per square foot that is higher than \$0.25 per square foot or in exchange for Lessee's receipt of any bonus or lump sum payment, Lessor shall be entitled to receive and Lessee shall promptly pay as additional Rent any excess rental, bonus and/or lump sum payment which may inure to Lessee's benefit as a result of any such assignment or subletting regardless of Lessor's consent thereto, less the costs reasonably incurred by Lessee with third parties pursuant to arm's length agreements made in connection with such transfer (e.g., brokerage commissions, tenant finish work, and the like) over the Base Rent and other Rent allocable to the portion of the Leased Premises covered thereby. Lessor will receive the excess rental, if any, within ten (10) days of Lessee's receipt of same.

(d) In the event Lessee desires to assign this Lease or sublease all or a portion of the Leased Premises, Lessee shall provide thirty (30) days prior written notice to Lessor of its request to assign this Lease or sublease all or part of the Leased Premises and specify the identity of the assignee or subtenant, the part of the Leased Premises affected, a copy of the offer or proposal, and the financial and other terms of the transaction, and financial, business or other information relating to the proposed assignee or subtenant, as the case may be, and its principals, as Lessor may reasonably require. If Lessor withholds approval to the proposed subletting or assignment,

this Lease shall remain in full force and effect. In the event Lessor does not exercise any of its rights specified in this Section, or does not respond to Lessee's request for Lessor's consent to an assignment or sublease, within thirty (30) days after Lessee's request therefor, Lessor shall be deemed to have withheld approval of the sublease or assignment. If Lessee completes a sublease or assignment with a third party without Lessor's consent and Lessor's consent was required under this Section 19, such sublease or assignment shall be null and void. Lessee shall provide copies of the fully executed sublease or assignment documents to Lessor within ten (10) days after execution.

(e) All parts of this Lease are binding on any permitted sublessee, assignee, or new or modified corporate entity and Lessee shall not be released therefrom.

20. Successors. Whenever the word "Lessor" is used herein it shall be construed to include the successors, assigns or legal representatives of Lessor; and the word "Lessee" shall include the successors, assigns or legal representatives of Lessee and the words Lessor and Lessee shall include single and plural, individual or corporation, subject always to the restrictions herein contained, as to subletting or assignment of this Lease.

21. Lessor's Access. Lessor has the right, but not the obligation, to inspect the Leased Premises at any time to determine whether the Leased Premises are in the condition required under this Lease, whether Lessee is complying with its obligations under this Lease, and to evaluate all maintenance and repairs of the entire facility. Lessor and its representatives, contractors, agents and other governmental authorities and entities, may enter upon the Leased Premises at any time for the purpose of exercising any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Lessee's use or possession and without being liable in any manner to Lessee. Lessor assumes no obligation to enter the Leased Premises or to make

any inspections thereof. Notwithstanding the foregoing, except in the case of an emergency, any entry onto the Leased Premises by Lessor shall be conducted during normal business hours after Lessor has given Lessee at least two (2) business days advance notice of such desired entry and shall be conducted in a manner that minimizes interruption to Lessee's business to the extent reasonably practicable.

22. Holdover. If Lessee remains in possession of any part of the Leased Premises after the expiration or sooner termination of the Term, without the express consent of Lessor and if Lessor elects to accept Rent thereafter, Lessee's occupancy shall be deemed a month-to-month tenancy upon the same terms and conditions set forth in this Lease, except that Monthly Base Rent shall increase to one hundred fifty percent (150%) of the Monthly Base Rent in effect just prior to the switch to a month-to-month tenancy. Such month-to-month tenancy may not continue for more than one year. Any such month-to-month tenancy may be terminated by Lessor at any time.

23. Approval of City. This Lease is subject to the approval of the City's Board of Estimate and Apportionment under the Authorizing Ordinance and is not final until it has been approved. Should this Board, in its discretion, not approve this transaction, this Lease shall be null and void.

24. No Personal Liability. No member, official, or employee of the City, Port Authority, or Lessee shall be personally liable to the other party or any successor in interest or assign of the other party, in the event of any default or breach by such party, successor or assign of any of the obligations of this Lease.

25. Notices. All notices, demands, consents, approvals, certificates and other communications required by this Lease to be given by either party hereunder shall be in writing and shall be hand delivered or sent by overnight expedited delivery service (such as UPS or Fed

Ex) or sent by United States first class mail, postage prepaid, addressed to the appropriate party at its address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices, demands, consents, approvals, certificates and other communications shall be deemed given when delivered or three days after mailing; provided, however, that if any such notice or other communication shall also be sent electronically, such notice shall be deemed given at the time and on the date of electronic transmittal if the sending party receives a written send verification and forwards a copy thereof with its mailed or courier delivered notice or communication.

In the case of Lessee, to:

Timothy C. Power, President
SCF Lewis and Clark Terminals LLC
727 North First Street, Suite 600
St. Louis, Missouri 63102
Facsimile: 314-721-8660
Email: TPower@scf.us

In the case of Lessor, to:

The Port Authority Commission of the City of St. Louis
1520 Market, Street, Suite 2000
St. Louis, Missouri 63103
Attention: Otis Williams, Executive Director
Email: WilliamsOT@stlouis-mo.gov

With copies to:

City of St. Louis
City Counselor
City Hall
1200 Market Street, Room 314
St. Louis, Missouri 63103
Attention: City Counselor
Email: GarvinM@stlouis-mo.gov

and

The Port Authority Commission of the City of St. Louis
1520 Market, Street, Suite 2000

St. Louis, Missouri 63103
Attention: Susan Taylor, Director
Email: taylor@sstlouis-mo.gov

26. Choice of Laws. This Lease shall be construed and enforced in accordance with the internal laws of the State of Missouri applicable to contracts performed wholly therein without reference to its conflict of laws principles. The parties shall comply with the City Charter and ordinances of the City, including Chapter 21 of the Revised Code of the City, and relevant Mayor's Executive Orders.

27. WAIVER OF JURY TRIAL AND VENUE. THE PARTIES VOLUNTARILY, KNOWINGLY, AND IRREVOCABLE WAIVE ANY CONSTITUTIONAL OR OTHER RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN THE EVENT OF LITIGATION CONCERNING ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS LEASE, THE PARTIES' PERFORMANCE HEREUNDER OR ANY OTHER RELATED INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith; WHETHER NOW EXISTING OR HEREAFTER ARISING, AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH OF LESSOR AND LESSEE HEREBY CONSENTS AND AGREES THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A TRIAL COURT WITHOUT A JURY, AND THAT EITHER PARTY TO THIS LEASE MAY FILE AN ORIGINAL COUNTERPART OR A COPY HEREOF WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF LESSOR AND LESSEE TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY. LESSOR AND LESSEE EACH ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION AND THAT THIS PROVISION IS A MATERIAL

INDUCEMENT FOR THE OTHER ENTERING INTO THIS LEASE. THE PARTIES AGREE THAT ANY ACTION AT LAW OR IN EQUITY RELATING TO THIS LEASE SHALL BE BROUGHT IN THE CIRCUIT COURT FOR THE CITY OF ST. LOUIS, STATE OF MISSOURI OR IN THE UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF MISSOURI, AND THAT NO PARTY SHALL OBJECT TO THE FOREGOING VENUES AS AN INCONVENIENT FORUM.

28. Attorney Fees. In any litigation or other proceeding in which a party seeks to enforce its rights under this Lease or seeks a declaration of any rights or obligations under this Lease, the prevailing party in such dispute shall be awarded its reasonable attorney fees, costs and expenses incurred in connection with such litigation or proceeding.

29. Headings. The headings of the Sections of this Lease are inserted for convenience only and shall not affect the meaning or interpretation of this Lease or any provisions hereof.

30. Representations of Lessee. Lessee hereby represents and warrants to Lessor as of the date hereof:

A. Lessee is a limited liability company duly created and existing under the laws of the State of Delaware and is authorized to do business in the State of Missouri.

B. Lessee has full power and authority to enter into this Lease and to carry out its obligations under this Lease and, by proper actions of its operating agreement, has been duly authorized to execute and deliver this Lease.

C. This Lease is and, when executed and delivered, will be, the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms.

D. There is no litigation or other proceedings pending or threatened against Lessee affecting the right of Lessee to execute or deliver this Lease or the ability of Lessee to comply with its obligations under this Lease.

E. Additionally, Lessee represents that Lessee has not dealt with any real estate broker, sales person, or finder in connection with this Lease, and no such broker, salesperson or finder initiated or participated in the negotiation of this Lease on behalf of Lessee, or showed the Leased Premises to Lessee, and Lessee hereby agrees to indemnify, protect, defend and hold Lessor harmless from and against any and all liabilities and claims for commissions and fees arising out of a breach of its foregoing representation.

F. Lessee has carefully and fully inspected and performed its due diligence with respect to the Leased Premises, including the physical condition, quality, quantity, state of repair of the Leased Premises and all improvements located thereon in all respects, and has reviewed all applicable laws, ordinances, rules and governmental regulations affecting the development, use, occupancy or enjoyment of the Leased Premises, and has determined that the same are satisfactory to Lessee for Lessee's use and obligations under this Lease.

31. Severability. Any clause, covenant, paragraph or provision herein if declared fully or partially invalid or unenforceable, the remaining clauses, covenants, paragraphs and provisions shall remain enforceable and valid to the fullest extent allowed by law.

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

33. Entire Agreement. This is the entire agreement and no amendment or modification may be made without the express written consent of the parties hereto.

34. Municipal Purpose. The Lessor reserves the right to modify, amend, or cancel this Lease in the event any portion of the Leased Premises is needed for any municipal purpose, which shall include, but is not limited to, right of way, sewer, floodwall construction or repair, any other necessary or reasonable municipal purposes or use, and/or economic development in the Port District as defined by the Lessor in Lessor's sole discretion.

In the event that any portion of the Leased Premises shall be needed for any municipal purpose as set forth in this section, the Lessor shall have the right to modify, amend, or cancel this Lease upon one (1) year's written notice thereof to Lessee (or, in the case of an emergency, the existence of which shall be determined in Lessor's reasonable discretion, upon no less than fourteen (14) days' notice) and to eliminate from the Leased Premises such portion of the Leased Premises as shall be needed for such purpose, which portion may include all of such Leased Premises. In such event, it is agreed and understood by Lessee that no claim or action for damages or other compensation shall arise or be allowed by reason of such termination or modification, other than as set forth below.

If this Lease is amended or modified under the provisions of this section, the current Rent shall be adjusted in direct proportion to the change made in the Leased Premises. Lessee shall have the right to terminate this Lease without penalty by written notice within ninety (90) days after Lessor sends the notice to amend provided in this section if Lessee determines, in Lessee's sole discretion, that the portion of the Leased Premises which will remain after the elimination of the portion to be used for municipal purposes is not suitable to the Lessee. Lessee hereby acknowledges and agrees all other provisions of this Lease shall remain in effect for the duration of the Term for that remaining portion of the Leased Premises not used for municipal purposes under this section. Lessee hereby acknowledges and agrees that the Lease shall be deemed

terminated with respect to the portion of the Leased Premises eliminated pursuant to the notice referenced in this section on the one-year anniversary of the date of the notice referenced above, provided, however, that in the case of an emergency as described above, the Lease shall be deemed terminated on the date specified in the notice.

35. Non-appropriation. Notwithstanding anything contained herein to the contrary, the parties agree that Lessor, being a governmental entity, has the limitation of appropriation on its financial obligations herein.

36. Quiet Enjoyment. Lessor hereby warrants and represents that Lessee, upon paying the Rent and other charges herein provided for, and upon observing and keeping all covenants, agreements and conditions of this Lease to be kept on its part, shall quietly have and enjoy the leased premises during the Term of this Lease without hindrance or molestation, subject, however, to the exceptions, reservations and conditions of this Lease.

[Signature Page Follows]

IN WITNESS WHEREOF, the said parties aforesaid have duly executed the foregoing instrument or caused the same to be executed the day and year first above written.

LESSEE:

SCF LEWIS AND CLARK TERMINALS LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

LESSOR:

City of St. Louis, Missouri

By: _____
Mayor

By: _____
Comptroller

Approved as to form only:

By: _____
City Counselor

Attest:

By: _____
City Register

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

On this ___ day of _____, 2021, before me personally appeared _____ and _____ to me personally known or satisfactory proven, who, being by me duly sworn did say that they are the Mayor and the Comptroller of the City of St. Louis and that they are authorized to execute this lease agreement on behalf of the City of St. Louis under the authority of Ordinance _____ and acknowledged said instrument to be the free act and deed of the City of St. Louis

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

Notary Public

My Commission Expires:

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

On this ____ day of _____, 2021, before me appeared _____, to me personally known or satisfactorily proven, who, being by me duly sworn did say that he is the _____ of SCF Lewis and Clark Terminals LLC, a Delaware limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its _____; and said _____ acknowledged said instrument to be the free act and deed of said limited liability company

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

Notary Public

My Commission Expires:

EXHIBIT A

LAND

(attached hereto)

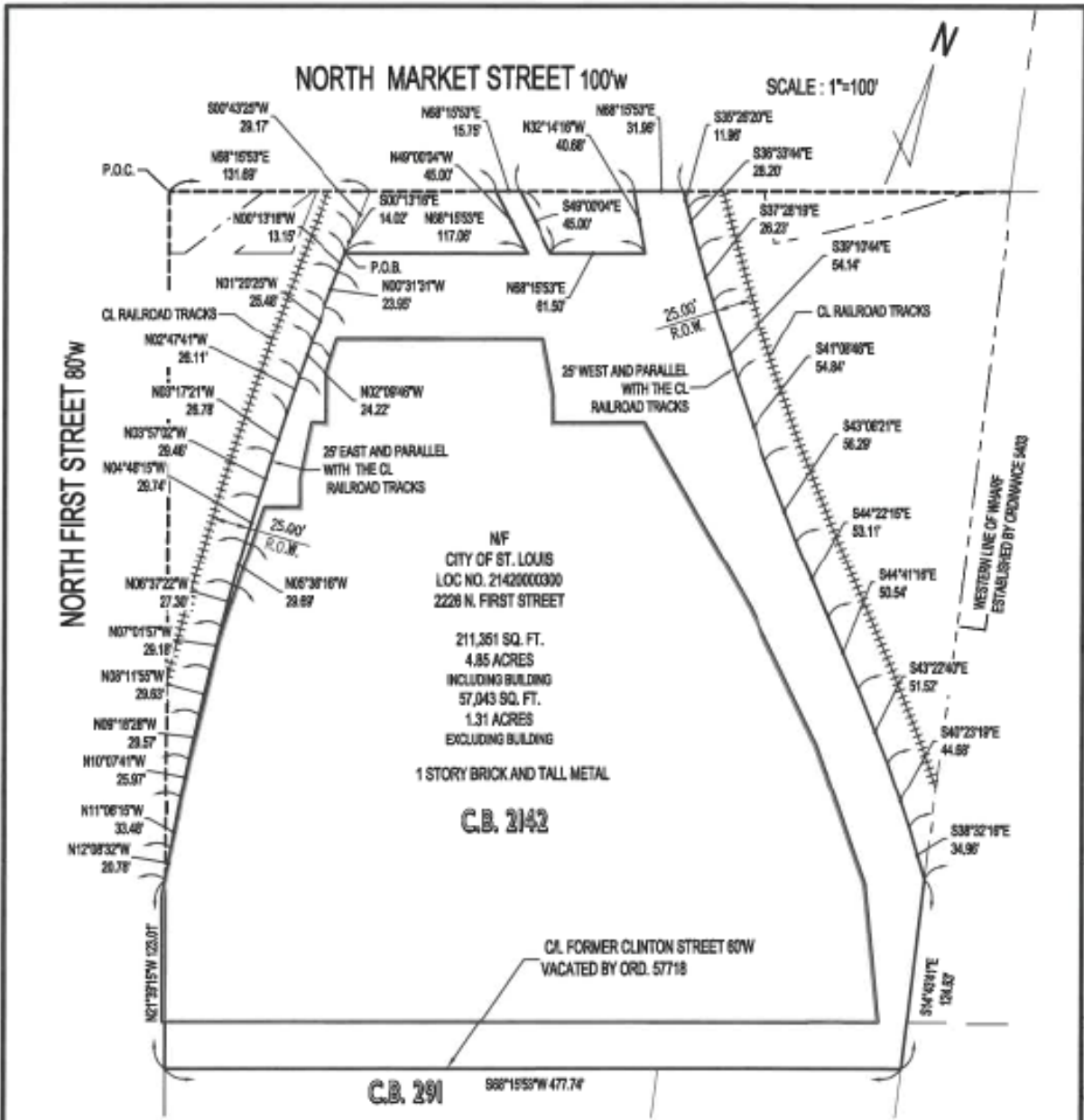


EXHIBIT "A"

INITIAL:

LEASE EXHIBIT
2226 N. FIRST STREET
CITY BLOCK 2142
CITY OF ST. LOUIS, MISSOURI

PITZMAN'S CO. of
SURVEYORS & ENGINEERS
2725 SUTTON BLVD.
ST. LOUIS, MO. 63143
PHONE: (314) 781-5665
www.pitzmans.com

William K. Berthold

6/22/20

PL 2019 PIZMAN'S 19-615 ST. LOUIS - 0508 REALTOR: PIZMAN'S SURVEYING P.O. 9-28-2020-0000 Plotted Date: 6/22/20 Time: 12:35 PM



LEGAL DESCRIPTION

PROPOSED LEASE AREA 2226 NORTH FIRST STREET

A PARCEL OF GROUND IN CITY BLOCK 2142, ST. LOUIS, MISSOURI MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERN LINE OF NORTH MARKET STREET 100 FEET WIDE AND THE EASTERN LINE OF NORTH FIRST STREET, 80 FEET WIDE;
THENCE NORTH 68 DEGREES 15 MINUTES 53 SECONDS EAST 131.69 FEET, ALONG THE SOUTHERN LINE OF SAID NORTH MARKET STREET, TO A POINT;
THENCE SOUTH 00 DEGREES 43 MINUTES 25 SECONDS WEST 29.17 FEET, TO A POINT AND SOUTH 00 DEGREES 13 MINUTES 16 SECONDS EAST 14.02 FEET, TO THE POINT OF BEGINNING;
THENCE NORTH 68 DEGREES 15 MINUTES 53 SECONDS EAST 117.06 FEET, ALONG A LINE PARALLEL WITH THE SOUTHERN LINE OF SAID NORTH MARKET STREET, TO A POINT;
THENCE NORTH 49 DEGREES 00 MINUTES 04 SECONDS WEST 45.00 FEET, TO A POINT IN THE SOUTHERN LINE OF SAID NORTH MARKET STREET;
THENCE NORTH 68 DEGREES 15 MINUTES 53 SECONDS EAST 15.75 FEET, ALONG THE SOUTHERN LINE OF SAID NORTH MARKET STREET, TO A POINT;
THENCE SOUTH 49 DEGREES 00 MINUTES 04 SECONDS EAST 45.00 FEET, TO A POINT;
THENCE NORTH 68 DEGREES 15 MINUTES 53 SECONDS EAST 61.50 FEET, ALONG A LINE PARALLEL WITH THE SOUTHERN LINE OF SAID NORTH MARKET STREET, TO A POINT;
THENCE NORTH 32 DEGREES 14 MINUTES 16 SECONDS WEST 40.68 FEET, TO A POINT IN THE SOUTHERN LINE OF SAID NORTH MARKET STREET;
THENCE NORTH 68 DEGREES 15 MINUTES 53 SECONDS EAST 31.96 FEET, ALONG THE SOUTHERN LINE OF SAID NORTH MARKET STREET, TO A POINT;
THENCE ALONG A LINE PARALLEL WITH THE CENTERLINE OF THE MOST WESTERN RAILROAD TRACK IN THE EASTERN LINE OF PARCEL SURVEYED, BEING 25.00 FEET WEST OF SAID CENTERLINE, THE FOLLOWING COURSES AND DISTANCES:
SOUTH 35 DEGREES 26 MINUTES 20 SECONDS EAST 11.96 FEET, TO A POINT, SOUTH 36 DEGREES 33 MINUTES 44 SECONDS EAST 28.20 FEET, TO A POINT; SOUTH 37 DEGREES 28 MINUTES 19 SECONDS EAST 26.23 FEET, TO A POINT, SOUTH 39 DEGREES 10 MINUTES 44 SECONDS EAST 54.14 FEET, TO A POINT, SOUTH 41 DEGREES 08 MINUTES 46 SECONDS EAST 54.84 FEET, TO A POINT, SOUTH 43 DEGREES 06 MINUTES 21 SECONDS EAST 56.29 FEET, TO A POINT, SOUTH 44 DEGREES 22 MINUTES 15 SECONDS EAST 53.11 FEET, TO A POINT, SOUTH 44 DEGREES 41 MINUTES 16 SECONDS EAST 50.54 FEET, TO A POINT, SOUTH 43 DEGREES 22 MINUTES 40 SECONDS EAST 51.52 FEET, TO A POINT, SOUTH 40 DEGREES 23 MINUTES 19 SECONDS EAST 44.68 FEET, TO A POINT AND SOUTH 38 DEGREES 32 MINUTES 16 SECONDS EAST 34.96 FEET, TO A POINT IN THE WESTERN LINE OF WHARF ESTABLISHED BY ORDINANCE 5403;

P:\2019 PITZMAN'S\19-615 ST. LOUIS - BSNF RAILROAD PH #3\8- Documents\19-615 LEGAL FOR 2226 N. FIRST STREET 2226 N. 1st St).doc

2725 Sutton Blvd.
St. Louis, MO 63143
p (314) 781-5665
f (314) 781-1801
pitzmans.com

THENCE SOUTH 14 DEGREES 43 MINUTES 41 SECONDS EAST 124.63 FEET, ALONG THE WESTERN LINE OF SAID WHARF, TO THE CENTERLINE OF FORMER CLINTON STREET, 60 FEET WIDE, VACATED BY ORDINANCE 57718, TO A POINT,
THENCE SOUTH 68 DEGREES 15 MINUTES 53 SECONDS WEST 477.74 FEET, ALONG THE CENTERLINE OF SAID FORMER CLINTON STREET, TO THE EASTERN LINE OF SAID FIRST STREET, TO A POINT;
THENCE NORTH 21 DEGREES 39 MINUTES 15 SECONDS WEST 123.01 FEET, ALONG THE EASTERN LINE OF SAID FIRST STREET, TO A POINT;
THENCE ALONG A LINE PARALLEL WITH THE CENTERLINE OF THE MOST EASTERN RAILROAD TRACK ALONG THE WESTERN LINE OF PARCEL SURVEYED, BEING 25.00 FEET, EAST OF SAID CENTERLINE, THE FOLLOWING COURSES AND DISTANCES:
NORTH 12 DEGREES 08 MINUTES 32 SECONDS WEST 20.78 FEET, TO A POINT, NORTH 11 DEGREES 06 MINUTES 15 SECONDS WEST 33.48 FEET, TO A POINT, NORTH 10 DEGREES 07 MINUTES 41 SECONDS WEST 25.97 FEET, TO A POINT, NORTH 09 DEGREES 18 MINUTES 28 SECONDS WEST 29.57 FEET, TO A POINT, NORTH 08 DEGREES 11 MINUTES 55 SECONDS WEST 29.63 FEET, TO A POINT, NORTH 07 DEGREES 01 MINUTES 57 SECONDS WEST 29.18 FEET, TO A POINT, NORTH 06 DEGREES 37 MINUTES 22 SECONDS WEST 27.30 FEET, TO A POINT, NORTH 05 DEGREES 36 MINUTES 16 SECONDS WEST 29.69 FEET, TO A POINT, NORTH 04 DEGREES 46 MINUTES 15 SECONDS WEST 29.74 FEET, TO A POINT, NORTH 03 DEGREES 57 MINUTES 02 SECONDS WEST 29.46 FEET, TO A POINT, NORTH 02 DEGREES 17 MINUTES 21 SECONDS WEST 26.78 FEET, TO A POINT, NORTH 02 DEGREES 47 MINUTES 41 SECONDS WEST 26.11 FEET, TO A POINT, NORTH 02 DEGREES 09 MINUTES 46 SECONDS WEST 24.22 FEET, TO A POINT, NORTH 01 DEGREES 20 MINUTES 25 SECONDS WEST 25.48 FEET, TO A POINT, NORTH 00 DEGREES 31 MINUTES 31 SECONDS WEST 23.95 FEET, TO A POINT AND NORTH 00 DEGREES 13 MINUTES 16 SECONDS WEST 13.15 FEET, TO THE POINT OF BEGINNING AND CONTAINING 211,351 SQUARE FEET OR 4.85 ACRES AS PREPARED BY PITZMAN'S COMPANY.

P:\2019 PITZMAN'S\19-615 ST. LOUIS - BSNF RAILROAD PH #3\B-Documents\19-615 LEGAL FOR 2226 N. FIRST STREET 2226 N. 1st St).doc

2725 Sutton Blvd.
St. Louis, MO 63143
p (314) 781-5665
f (314) 781-1801
pitzmans.com

BOARD BILL NUMBER 209
FISCAL NOTE

Preparer's Name: Roland Comfort

Contact Information: SLDC (Port Authority) 657-3744, comfortr@stlouis-mo.gov

Bill Sponsor: Alderwoman Elicia Middlebrook

Bill Synopsis:	This Board Bill authorizes a new Lease Agreement with the City of St. Louis and SCF Lewis and Clark Terminals LLC, a Delaware limited liability company, for parking and storage and for interior receiving, processing, storing and transloading of cargo and/or as a warehouse or distribution center for products at #5 Clinton Street including land and the warehouse and other improvements for 2 years and 7 months with mutual options of 7 years and two additional 5 years. The lease sets the base rent at \$139,260.75 for the first 2 years and then with an escalator of 2% per year.
Type of Impact:	None
Agencies Affected:	None

SECTION A
Does this bill authorize:

- An expansion of services which entails additional costs beyond that approved in the current adopted city budget? ___Yes X_No
- An undertaking of a new service for which no funding is provided in the current adopted city budget? ___Yes X_No
- A commitment of city funding in the future under certain specified conditions? ___Yes X_No
- An issuance of bonds, notes and lease-purchase agreements which may require additional funding beyond that approved in the current adopted city budget? ___Yes X_No

- An execution or initiation of an activity as a result of federal or state mandates or requirements? ___Yes ___X_No
- A capital improvement project that increases operating costs over the current adopted city budget? ___Yes ___X_No
- A capital improvement project that requires funding not approved in the current adopted city budget or that will require funding in future years? ___Yes ___X_No.

If the answer is yes to any of the above questions, then a fiscal note must be attached to the board bill. Complete Section B of the form below.

SECTION B

- Does the bill require the construction of any new physical facilities? ___Yes ___No
 - If yes, describe the facilities and provide the estimated cost:

- Is the bill estimated to have a direct fiscal impact on any city department or office? ___Yes ___No
 - If yes, explain the impact and the estimated cost:

- Does the bill create a program or administrative subdivision? ___Yes ___No
 - If yes, then is there a similar existing program or administrative subdivision? ___Yes ___No
 - If yes, explain the how the proposed programs or administrative subdivisions may overlap:

- Describe the annual operating, equipment, and maintenance costs that would result from the proposed bill, as well as any funding sources:

Complete the chart below to list the total estimated expenditures required of the City resulting from the proposed board bill and any estimated savings or additional revenue.

Financial Estimate of Impact on General Fund			
Fiscal Impact	<u>Year 1</u> <u>(current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures			
Additional Revenue			
Net			
Financial Estimate of Impact on Special Funds			
Fiscal Impact	<u>Year 1</u> <u>(current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures			
Additional Revenue			
Net			

- Describe any assumptions used in preparing this fiscal note:

- List any sources of information (including any City officials, agencies, or departments) used in preparing this fiscal note:

- Have the financial estimates of this bill been verified by the City Budget Division?
____ Yes ____ No
 - If yes, by whom? _____ .