

**ORDINANCE #69925**  
**Board Bill No. 216**

An ordinance recommended by the Board of Estimate and Apportionment pertaining to, and providing for the issuance of obligations payable under an annually renewable lease agreement, authorizing and directing the execution and delivery, in one or more series, of lease certificates of participation obligations of the City of St. Louis, Missouri (the "City"), evidencing interests in the right to receive rentals to be made by the City pursuant to an annually renewable lease agreement (the "Series 2015 Obligations") in an aggregate principal amount of not to exceed \$5,500,000 in order to refinance and refund all or a portion of the St. Louis Municipal Finance Corporation Lease Certificates of Participation (City of St. Louis, Missouri, Lessee) Series 2008 (the "Series 2008 Obligations") outstanding in the principal amount of \$5,455,000 (the "Refunded Bonds"), funding a debt service reserve account and paying costs of issuance of the Series 2015 Obligations including credit enhancement fees, if any, all for the general welfare, safety and benefit of the citizens of the City; authorizing the creation of and continuation of a lien and security interest by the Corporation in a leasehold interest in the premises leased ("Leased Premises") under a Supplemental Lease Agreement between the City and the Corporation, to secure payment of the Series 2015 Obligations and/or to secure payment of obligations due to the Credit Provider (as hereafter defined), if any, authorizing and directing the officers of the Corporation to execute and deliver the Supplemental Indenture of Trust, the Supplemental Lease Agreement, the Official Statement, the Purchase Agreement, the Continuing Disclosure Agreement and the Escrow Agreement; authorizing the obtaining of credit enhancement, if any, for the Series 2015 Obligations from a Credit Provider (as defined below), authorizing the payment of any obligations due to a Credit Provider, if any, and authorizing the Comptroller and any other appropriate City officials, if necessary, to execute any Credit Agreement, as defined below, or other documents related thereto; authorizing the execution of an annually renewable lease agreement between the City and the St. Louis Municipal Finance Corporation (the "Corporation"); authorizing participation of appropriate City officials in preparing the preliminary Official Statement and final Official Statement for the Series 2015 Obligations, and the acceptance of the terms of a Purchase Agreement for the Series 2015 Obligations and the taking of further actions with respect thereto; and authorizing and directing the taking of other actions, and approval and execution of other documents as necessary or desirable to carry out and comply with the intent hereof; and containing a severability clause.

**WHEREAS**, the St. Louis Municipal Finance Corporation (the "Corporation") previously authorized and issued on September 18, 2008, its Series 2008 Obligations in the original principal amount of \$9,100,000 for the purpose of refunding the Land Clearance for Redevelopment Authority of the City of St. Louis, Kiel Site Lease Revenue Refunding Bonds, Series 1997A and Kiel Site Lease Revenue Refunding Bonds, Series 1997B, pursuant to a Trust Indenture dated as of September 1, 2008 between the Corporation and UMB Bank, N.A. as trustee (the "Original Indenture"); and

**WHEREAS**, following the issuance of the Series 2008 Obligations, such Series 2008 Obligations were the only outstanding series of bonds under the Original Indenture; and

**WHEREAS**, because of current interest rates, and potential present value savings resulting from the issuance of refunding bonds at current rates, the City has determined that it is in the best interest of the City to provide for the execution and delivery of the Series 2015 Obligations in one or more series for the purpose of refunding the Refunded Bonds through a negotiated sale and provide for the redemption and defeasance of the Refunded Bonds; and

**WHEREAS**, the City and the LCRA have heretofore entered into the Master Lease and the LCRA has heretofore transferred and conveyed to the Corporation all of its right, title and leasehold interest in the premises encumbered by the Master Lease pursuant to the Assignment and Assumption of Master Lease Agreement dated as of September 1, 2008, between the LCRA and the Corporation; and

**WHEREAS**, the Corporation and the City have previously supplemented and amended the Lease Financing Agreement dated as of September 1, 2008 (the "Original Lease") in order to release and remove the opera house property from the Leased Premises, by instrument dated June 29, 2010; and

**WHEREAS**, the Corporation will lease such premises back to the City for consecutive one-year terms, subject to annual appropriation by the City of rental payments ("Rentals") in amounts necessary to pay the principal component and interest component on the Series 2015 Obligations; and

**WHEREAS**, in connection with the issuance of Credit Enhancement, the City may be required to execute a Leasehold Deed of Trust and Security Agreement in favor of a Credit Provider; and

**WHEREAS**, it is necessary and desirable in connection with the delivery of the Series 2015 Obligations for the City and/or the Corporation to execute and deliver certain documents, including the Supplemental Indenture of Trust, the Supplemental Lease Agreement, a Leasehold Deed of Trust and Security Agreement, if necessary, a Continuing Disclosure Agreement, a Credit

Agreement, if any, the Official Statement, a Purchase Agreement and the Escrow Agreement; and that the City and the Corporation execute certain other documents, take certain other actions and approve certain other documents, as herein provided.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**Section 1. Definitions.** Capitalized terms used herein and not defined in this Ordinance shall have the meanings ascribed to such terms in the Indenture, as amended and supplemented. As used in this Ordinance, the following words shall be defined as follows:

"Assignment and Assumption of Master Lease Agreement dated as of September 1, 2008 between the LCRA and the City.

"Board of Aldermen" means the Board of Aldermen of the City.

"City" means the City of St. Louis, Missouri.

"Corporation" means the St. Louis Municipal Finance Corporation.

"Cost" or "Costs" means all costs associated with the refunding of the Refunded Bonds, and all reasonable and necessary expenses of or incidental to the Project directly or indirectly payable or reimbursable by the Corporation and costs reasonable, necessary and related to the authorization, sale and issuance of Series 2015 Obligations, including but not limited to legal, organizational, marketing and other special services; financial advisory and underwriting fees and expenses and any other fees and expenses incurred including the costs of Credit Enhancement, if any; filing and recording fees; initial fees and charges of the Trustee; expenses of feasibility studies; title insurance policies and all other reasonable, necessary and incidental expenses.

"Credit Agreement" means any agreement, if necessary, by and among the Credit Provider, the City and the Corporation providing for Credit Enhancement.

"Credit Enhancement" means a letter of credit, liquidity facility, a surety bond or bond insurance policy or policies, issued by a Credit Provider guaranteeing, providing for or insuring the payment of all or a portion of the principal component and interest component of the Rentals payable on one or more series of Obligations as provided therein. The Credit Enhancement (i) shall be obtained from a Credit Provider that has a credit rating such that the City, in the opinion of the Underwriters, will derive an economic benefit if such Obligations are secured by the Credit Enhancement, (ii) shall be provided pursuant to the Credit Agreement providing for repayment to the Credit Provider of payments with terms and conditions approved by the Mayor and Comptroller, as evidenced by their execution thereof with the advice as to form of the City Counselor and attested by the Register and (iii) shall be obtained at a fee, payable in a lump sum or periodically, which shall provide an economic benefit to the City.

"Credit Provider" means the issuer or issuers of any Credit Enhancement, if any, pursuant to the Credit Agreement and identified in the Indenture.

"Escrow Agreement" means the Escrow Agreement among the City, the Corporation and the escrow agent provided therein.

"LCRA" means the Land Clearance for Redevelopment Authority of the City of St. Louis, a body corporate and politic of the State of Missouri.

"Master Lease Agreement" means the Amended and Restated Master Lease between the LCRA and the City, dated as of November 2, 1992, pursuant to which the City has conveyed a leasehold interest in the Master Lease Premises (defined therein) to the LCRA and the City has agreed to make certain payments, subject to annual appropriation, equal to the principal and interest due on the Refunded Bonds during each fiscal year of the City.

"Obligation" or "Obligations" means collectively the Series 2015 Obligations to be delivered under the Indenture.

"Official Statement" means the preliminary or final Official Statement or Official Statements prepared in connection with the issuance, sale and delivery of the Series 2015 Obligations.

"Purchase Agreement" means the Purchase Agreement related to the delivery and sale of the Series 2015 Obligations.

"Project" means the refunding of the Refunded Bonds.

"Refunded Bonds" means the outstanding Series 2008 Obligations to be refunded with proceeds of the Series 2015

Obligations.

"Rentals" means the Rentals as defined under the Indenture.

"Series 1997A Bonds" means the Land Clearance for Redevelopment Authority of the City of St. Louis Kiel Site Lease Revenue Refunding Bonds, Series 1997A (Series 1997A) issued in the original principal amount of \$7,170,000, of which none are outstanding.

"Series 1997B Bonds" means the Land Clearance for Redevelopment Authority of the City of St. Louis Kiel Site Lease Revenue Refunding Bonds, Series 1997B (Series 1997B) issued in the original principal amount of \$6,435,000, of which none are outstanding.

"Series 2008 Obligations" means all or a portion of the outstanding St. Louis Municipal Finance Corporation Lease Certificates of Participation (City of St. Louis, Missouri, Lessee) Series 2008 issued in the original principal amount of \$9,100,000.

"Series 2015 Obligations" means the Series 2015 Obligations authorized pursuant to the Indenture.

"Supplemental Indenture" means the Supplemental Indenture of Trust (the "Indenture") supplementing the Indenture of Trust dated as of September 1, 2008, each by and between the Corporation and the Trustee, pursuant to which the Series 2015 Obligations shall be issued and the Corporation has pledged and assigned the rents, revenues and receipts received pursuant to the Supplemental Lease Agreement to the Trustee for the benefit of and security of the holders of the Series 2015 Obligations upon the terms and conditions as set forth therein.

"Supplemental Lease Agreement" means the Supplemental Lease Agreement supplementing the Lease Financing Agreement dated as of September 1, 2008, each between the City and the Corporation, pursuant to which the City will lease the Leased Premises, together with any improvements thereon, from the Corporation and agree to pay Rentals subject to annual appropriation, sufficient to pay the principal component and interest component of Rentals due on the Series 2015 Obligations each fiscal year of the City and any other amounts due under the Supplemental Lease Agreement.

"Treasurer" means the Treasurer of the City.

**Section 2. Findings and Determinations.** The Board of Aldermen hereby finds and determines as follows:

- (a) It is in the best interest of the City to authorize and direct the execution and delivery of the Series 2015 Obligations (i) to refund all or a portion of the Refunded Bonds, (ii) to fund a debt service reserve fund, if necessary, and (iii) to pay reasonable expenses incurred by the Corporation and the City in connection with the issuance and sale of the Series 2015 Obligations, pursuant to the Supplemental Indenture and in accordance with the Supplemental Lease Agreement and the Purchase Agreement.
- (b) The delivery of the Series 2015 Obligations, and the sale and delivery thereof through a negotiated sale of the Series 2015 Obligations, to refund the Refunded Bonds is necessary and desirable for the City and is for the use and benefit of the City.
- (c) In connection with the refunding of the Refunded Bonds and to achieve interest cost savings resulting from the refunding of the Refunded Bonds, it is necessary to enter into a Supplemental Indenture and Supplemental Lease Agreement.
- (d) The City shall have the beneficial possession and use of the Leased Premises, and so long as an Event of Default (as such term is defined in the Supplemental Indenture and the Supplemental Lease Agreement) shall not have occurred and there shall have been no failure to appropriate funds to pay the Rentals, the City will have the beneficial possession and use of the Leased Premises while the Series 2015 Obligations remain outstanding. Upon provision for payment of the Series 2015 Obligations, the City will obtain from the Corporation conveyance of its leasehold interest in the Leased Premises without demand or further action on its part as provided in the Supplemental Lease Agreement.
- (e) The City will make the payment of Rentals provided for in the Supplemental Lease Agreement, subject to annual appropriation.

**Section 3. Authority and Direction to Issue the Series 2015 Obligations.** The City hereby authorizes and directs the

execution and delivery of Refunding Lease Certificates of Participation (Kiel Site Lease, City of St. Louis, Missouri, Lessee) Series 2015, in an aggregate principal amount not to exceed \$5,500,000 (the "Series 2015 Obligations") on behalf of the City for the purposes set forth in Section 2 hereof. The Series 2015 Obligations (i) shall have a final maturity not later than July 1, 2021, (ii) shall bear interest at such variable interest rate or fixed interest rate as the City reasonably expects will achieve an economic benefit to the City, and if fixed, at a rate of interest of not more than 6%, and (iii) may be sold at a premium or at a discount with such discount not to exceed the maximum discount allowable under Missouri law. The Series 2015 Obligations may be issued as current interest or capital appreciation obligations. The terms and provisions of the Series 2015 Obligations shall be as provided in the Indenture.

**Section 4. Limited Obligations.** The Series 2015 Obligations and the interest thereon shall be limited obligations payable by the Corporation solely from (i) the Rentals received by the Corporation from the City or received by the Trustee on behalf of the Corporation and reasonably expected to be used to pay debt service on the Series 2015 Obligations pursuant to the Supplemental Lease Agreement and any amounts payable by any Credit Provider, if any, in connection with any Credit Enhancement on the Series 2015 Obligations. The taxing power of the City is not pledged to the payment of the Series 2015 Obligations either as to principal component or interest component of Rentals under the Supplemental Lease Agreement. The Series 2015 Obligations and the interest component thereon shall not constitute an indebtedness of the City or State of Missouri within the meaning of any constitutional or statutory debt limitation or restriction. The obligation of the City to make payments of Rentals and other amounts under the Supplemental Lease Agreement is subject to annual appropriation as provided therein. The obligation of the City to make such payments under the Supplemental Lease Agreement or the Series 2015 Obligations shall not constitute a debt of the City. The issuance of the Series 2015 Obligations will not directly or contingently obligate the City to make any payments beyond those appropriated for its then current fiscal year. Notwithstanding anything herein to the contrary, the Series 2015 Obligations shall be issued in a form provided in the Indenture and under such terms as shall ensure and maintain the security and tax-exempt status of the Series 2015 Obligations.

**Section 5. Authority and Direction to Sell the Series 2015 Obligations in a Negotiated Sale.** In connection with the delivery of the Series 2015 Obligations, the City is hereby authorized and the City directs the Corporation to cooperate and participate in negotiating the sale thereof with the underwriters, subject to the provisions of this Ordinance. The City further hereby authorizes and directs the Corporation to participate in preparing, at the request of the underwriters, the preliminary Official Statement and the final Official Statement, to execute and deliver the final Official Statement and to execute and deliver the Purchase Agreement, in connection with such negotiated sale of the Series 2015 Obligations.

**Section 6. Authority and Direction to Obtain Credit Enhancement.** The City hereby authorizes and directs the Corporation to obtain Credit Enhancement for the Series 2015 Obligations from a Credit Provider with such credit rating that, in the opinion of the Underwriters and the financial advisor, will achieve an economic benefit for the City if the Series 2015 Obligations are secured by such Credit Enhancement. Any Credit Agreement executed in connection therewith may pledge Rentals on a parity basis to payment of (i) debt service on the Series 2015 Obligations and (ii) any amounts due and owing to the Credit Provider under the Credit Agreement. The Comptroller is hereby authorized to approve the terms of any agreement for Credit Enhancement with the Credit Provider, and the Comptroller, with the advice of the City Counselor as to form thereof, is hereby authorized and directed to execute such agreement for Credit Enhancement and other documents in connection therewith as required to obtain the Credit Enhancement.

**Section 7. Authority and Direction to Execute and Deliver Corporation Documents.** In connection with the issuance of the Series 2015 Obligations, the City hereby authorizes and directs the Corporation, to approve the terms of and to execute, seal, attest and deliver the Supplemental Indenture, the Supplemental Lease Agreement, a Leasehold Deed of Trust and Security Agreement, if necessary, the Purchase Agreement, the Credit Agreement, if any, and the Escrow Agreement and such other documents, certificates and instruments as may be necessary or desirable to facilitate the issuance of the Series 2015 Obligations and to carry out and comply with the intent of this Ordinance (collectively the "Corporation Documents") in such form as shall be approved by the City Counselor and by the appropriate officers of the Corporation executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof. The Corporation is hereby authorized to create or continue a lien and security interest in its rights, title and leasehold interest in any real and personal property related to the Leased Premises to secure payment of the Series 2015 Obligations and/or to secure obligations due to any Credit Provider under any Credit Agreement.

**Section 8. Authorization and Direction to Execute and Deliver City Documents.** The City is hereby authorized to enter into, and the Mayor and the Comptroller and such other officers of the City as are appropriate are hereby authorized and directed to execute, seal, attest and deliver, for and on behalf of and as the act and deed of the City, the Supplemental Lease Agreement, the Purchase Agreement, a Continuing Disclosure Agreement, the Credit Agreement, if any, the Escrow Agreement, and the Leasehold Deed of Trust, if necessary, and such other documents, certificates and instruments as may be necessary or desirable to facilitate the issuance of the Series 2015 Obligations and to carry out and comply with the intent of this Ordinance (collectively the "City Documents") in such form as shall be approved by the City Counselor and by the appropriate officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof. The Supplemental Lease Agreement

shall be for a lease term to terminate no later than the final maturity of the Series 2015 Obligations, subject to annual appropriation of Rentals equal to the principal component and interest component of the Series 2015 Obligations and certain additional rentals due under such lease. The Supplemental Lease Agreement shall further provide the City with an option to purchase the Corporation's interest in the Leased Premises upon the defeasance, or adequate provision therefor, of the Series 2015 Obligations then outstanding. The Supplemental Lease Agreement shall contain such other terms and provisions as shall adequately secure and protect the payment of principal component and interest component of Rentals due on the Series 2015 Obligations.

**Section 9. Authorization with Respect to Sale of the Series 2015 Obligations.** The preparation of a preliminary Official Statement and a final Official Statement, the execution and delivery of the final Official Statement by the City, and the execution and delivery of a Purchase Agreement are hereby contemplated, and the Mayor, the Comptroller, and other appropriate officers, agents and employees of the City are hereby authorized and directed to, take such further actions, and execute such other documents as are required by the City thereunder, with their respective signatures thereon to be evidence of such approval by the City.

The Mayor, the Comptroller, and other appropriate officers, agents and employees of the City, with the advice and concurrence of the City Counselor, are hereby authorized and directed to participate with the Corporation and the Underwriters in the preparation of the preliminary Official Statement and final Official Statement, and to execute and deliver the final Official Statement and such continuing disclosure agreements as are necessary and desirable in order to assist the underwriters in complying with Rule 15c2-12 of the Securities and Exchange Commission.

**Section 10. Further Authority.** The City and the Mayor, the Comptroller, the Treasurer (as to permitted investments only) the Register and other appropriate officers, agents and employees of the City are hereby authorized to take such further actions and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the Series 2015 Obligations, Supplemental Lease Agreement, any Credit Agreement and the Escrow Agreement.

**Section 11. Severability.** It is hereby declared to be the intent of the Board of Aldermen 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 Board of Aldermen 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 accord with the legislative intent.

\_\_\_\_\_  
Clerk, Board of Aldermen

\_\_\_\_\_  
President, Board of Aldermen

Approved:    Date: \_\_\_\_\_

\_\_\_\_\_  
Mayor

**Approved: January 30, 2015**

**ORDINANCE #69926  
Board Bill No. 187**

An Ordinance directing the Mayor and Comptroller to sell certain real estate belonging to the City of St. Louis located between Branch Street and Dock Street at No. 5 Branch Street within City Block No. 661E in the St. Louis Port Authority District, in "as-is" condition to Gunther Salt Company and Great Rivers Greenway District, and containing an emergency clause.

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

**SECTION ONE.** The Mayor and the Comptroller are hereby authorized and directed to sell at a price of One Hundred Twenty Three Thousand, Two Hundred Sixty Four Dollars (\$123,264) certain real estate belonging to the City of St. Louis, described as follows, to wit:

A tract of land adjoining City Block 661E of the City of St. Louis, Missouri, bounded on the south by the eastern prolongation of the north line of Branch Street, 50 feet wide, bounded on the west line of the Wharf, established by Ordinance #5403, and bounded on the north by the south line of Dock Street, 50 feet wide, said parcel being more particularly described as follows:

In the city block formerly known as C.B. 2143, now being part of City Block 300, therefore

commencing at the southwest corner of said City Block 661E, said corner being at the intersection of the east line of Hall Street, 100 feet wide, with said north line of Branch Street. Thence along said north line of Branch Street, North 68 degrees 16 minutes 03 seconds East 471.46 feet to an old stone in the west line of the Wharf, said stone being the true point of beginning of the tract of land herein described; Thence along said west line of Wharf, North 14 degrees 17 minutes 16 seconds West 468.54 feet to an iron pipe at the northeast corner of a tract of land now or formerly belonging at New Morton International, Inc. Deed Book 1291M; Page 751, City of St. Louis Records. Thence leaving said west line of the Wharf, North 68 degrees 15 minutes 46 seconds East 128.59 feet to an iron pipe in the west line of a 50 feet wide easement granted to the Union Electric Company, described in Tract 4 in Deed Book 616M, Page 1380, City of St. Louis Records. Thence along said Union Electric Easement, South 11 degrees 08 minutes 55 seconds East 230.83 feet to an iron pipe; East 198.44 feet to an iron pipe; Thence leaving said Union Electric Easement, South 9 degrees 36 minutes 25 seconds West 48.01 feet to an iron pipe in said north line of Branch Street; Thence along said north line of Branch Street, South 68 degrees 16 minutes 3 seconds West 95.68 feet to the point of beginning and containing 54,787 square feet or 1.26 acres, more or less, according to a survey performed by the City of St. Louis in August, 2000, subject to restrictions and easements of record.

**SECTION TWO.** The Mayor and Comptroller are hereby authorized and directed to execute and deliver a Quit Claim Deed, in form approved by the City Counselor, to the purchaser of the above described property upon payment of the same of not less than One Hundred Twenty Three Thousand Two Hundred Sixty Four Dollars (\$123,264).

**SECTION THREE.** The net proceeds of this sale shall be placed into Fund 1217 Capital for further appropriation.

**SECTION FOUR.** This being an Ordinance for the preservation of public peace, health and safety, it is hereby declared to be an emergency measure within the meaning of Section 19 and 20 of Article IV of the Charter of the City of St. Louis and shall become effective immediately upon its passage and approval of the Mayor.

**Approved: February 3, 2015**

**ORDINANCE #69927**  
**Board Bill No. 188**

An ordinance recommended by the Port Authority Commission of the City of St. Louis authorizing and directing the Mayor and the Comptroller to enter into a lease agreement between the City of St. Louis and Continental Cement Company LLC for property, mooring privileges and easements on certain land on the Unimproved Wharf for a period of ten (10) years commencing on the date of execution with three (3) five (5) year mutual options, in substantially the form as Exhibit A and Appendix A attached hereto and incorporated by reference herein as Exhibit A and Appendix A.

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

**SECTION ONE.** The Mayor and Comptroller of the City of St. Louis are hereby authorized and directed to enter into a lease agreement with Continental Cement Company LLC for a period of ten (10) years commencing on the date of execution with three (3) five (5) year mutual options, in substantially the form attached hereto and incorporated by reference herein as Exhibit A and Appendix A.

**EXHIBIT A**

**LEASE AGREEMENT**

This Agreement made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of St. Louis, a Municipal Corporation of the State of Missouri (hereinafter called "Lessor"), through its Mayor and Comptroller and Continental Cement Company LLC, (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 property, mooring and easements to wit:

The Leased Area shall be a portion of the unimproved wharf of the City of St. Louis bounded on the south by the south line of Brooklyn Street, extended eastwardly; bounded on the west by a line approximately parallel to the west line of the Wharf; the same being a line parallel to the east line of City Block 237 and perpendicularly distant therefrom 190 feet east; bounded on the north by a line parallel to the south line of Brooklyn Street and distant therefrom 295 feet north measured along the west boundary line; bounded on the east by a line drawn along the River between two south and north points, the point on the south being a distance of 40 feet eastwardly from the intersection of the south line of Brooklyn Street eastwardly with the west boundary of the Leased Area, and the point on the north being a distance of 30 feet eastwardly from the intersection of the north boundary with the west boundary of the Leased Area, containing approximately Ten Thousand Three Hundred Twenty-Five square feet (10,325').

A 33 feet wide strip of land, adjacent to but not adjoining City Block 236, bounded on the north by the eastern prolongation of the south line of Brooklyn Street 80 feet wide, bounded on the west by a line perpendicular distance of 25 feet east of the east face of the St. Louis Floodwall, and bounded on the south by the line parallel to and a perpendicular distance of 300 feet south of the south line of said Brooklyn Street located in the City of St. Louis, Missouri and being more particularly described as follows:

Commencing at the point of intersection of the west line (as established by Ordinance No. 5403) with said projected south line of Brooklyn Street, said point also being the former northeast corner of said City Block 236; Thence along said projected south line of Brooklyn Street north 76 degrees 30 minutes 49 seconds east 204.66 feet to an iron pipe that is 25 feet easterly of the east face of City Floodwall, said pipe being the True Point of Beginning of the tract of land herein described;

Thence along a line perpendicular distance of 25 feet east of the east face of said St. Louis Floodwall south 11 degrees 36 minutes 53 seconds east 300.16 feet to an iron pipe in a line perpendicular distance of 300 feet south of the projected south line of said Brooklyn Street; Thence north 76 degrees 30 minutes 49 seconds east 33.02 feet;

Thence along a line at the top of the riverbank north 11 degrees 36 minutes 53 seconds west 300.16 feet to an iron pipe in said projected south line of Brooklyn Street;

Thence along said projected south line of Brooklyn Street south 76 degrees 30 minutes 49 seconds west 33.02 feet to the point of beginning and containing approximately Nine Thousand Nine Hundred square feet (9,900'), according to a survey performed by the City of St. Louis in March 2003 subject to restrictions and easements of record.

#### Mooring Privileges

The mooring privileges granted to Lessee are on the Mississippi River and adjacent Unimproved Wharf contiguous to the Leased Area, consisting of Two Hundred Ninety-Five feet (295') beginning at the south line of Brooklyn Street, extended eastwardly to the river and proceeding for a distance of 295 feet north.

The mooring privileges granted to the Lessee are on the Mississippi River and adjacent Unimproved Wharf contiguous to the Leased Area, consisting of Three Hundred feet (300') beginning at the projected south line of Brooklyn Street extending eastwardly to the river and proceed for a distance of 300 feet south.

#### Easement

The Easement granted hereby is for the purpose of maintaining underground facilities consisting of a pipeline of diameter not to exceed twelve (12) inches together with appurtenances thereto such as electrical conduits, water and other pipes, which easement shall have a width of 10 feet and shall extend from the Leased Area described above to the west line of Wharf or Front Street and the center line thereof shall be approximately parallel to and 190 feet perpendicularly distant from the south line of Brooklyn Street extended.

The Easement shall include the right of the Lessee to use such additional areas adjacent to the described 10 foot width as may be necessary for any major maintenance operations required to continue the operation thereof; and the use of said easement shall include the right of ingress and egress over the same for personnel and construction materials from the Leased Area above described to the east of City Block 237, being also the west line of the Wharf.

A tract of land, adjoining City Block 236, bounded on the north by the eastern prolongation of the south line of Brooklyn Street, 80 feet wide, bounded on the west by the west line of the wharf (as established by Ordinance No. 5403), bounded on the east by a line a perpendicular distance of 25 feet west of the west face of the St. Louis Floodwall and adjoining Metropolitan Sewer District above ground structures, and bounded on the south by the line parallel to and a perpendicular distance of 300 feet south of the south line of said Brooklyn Street located in the City of St. Louis, Missouri and being more particularly described as follows:

Beginning at the point of intersection of said west line of wharf with said projected south line of Brooklyn Street, said point also being the former northeast corner of said City Block 236;

Thence along said west line of wharf south 13 degrees 26 minutes 25 seconds east 300.00 feet;

Thence along a line parallel to the south line of Brooklyn Street north 76 degrees 30 minutes 49 seconds east 143.14 feet to a point that is 25 feet westerly of the west face of City Floodwall;

Thence along a line parallel to the west face of City Floodwall north 11 degrees 36 minutes 53 seconds west 230.80 feet to a point that is 25 feet southerly of the southwest fence corner of the Brooklyn Street Metropolitan Sewer District pump station,

Thence along a line parallel to the south line of Brooklyn Street south 76 degrees 30 minutes 49 seconds west 20,80 feet;

Thence north 11 degrees 36 minutes 53 seconds west 69.36 feet to a point in the projected south line of Brooklyn Street;

Thence along said projected south line of Brooklyn Street south 76 degrees 30 minutes 49 seconds west 131.90 feet to the point of beginning and containing 42,930 square feet or 0.986 acres, more or less, according to a survey performed by the City of St. Louis in September 2003. Subject to restrictions and easements of record. The Additional Easement granted hereby is for the purposes of maintaining above-ground facilities consisting of three (3) pipelines each of a diameter not to exceed 20 inches together with appurtenances thereto such as electrical conduits, water, other pipes and structural supports, each structural support shall not exceed 20 feet in width. The overhead pipelines shall be designed at a height not to interfere with Lessee, Terminal Railroad and its Sublessee, Bulk Service of Tyler Street, L.L.C., use of the easement area at the time of the construction of the pipelines. Said easement area to be within an area of approximately 300 feet of the south line of Brooklyn Street, West of the Leased Area (described above) added by Amendment, bounded by the West line of the Wharf (City Block 236), such Area currently leased to Terminal Railroad and subleased to Bulk Service of Tyler Street, L.L.C. Said pipelines to be located upon Bulk Service of Tyler Street, L.L.C.'s consent not to be unreasonable withheld.

This lease and easement are subject to any existing trackage of Terminal Railroad Association of St. Louis and any of their affiliated companies.

2. This Lease Agreement shall be for a period of ten (10) years, beginning on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, and terminating on the \_\_\_ day of \_\_\_\_\_ 20\_\_\_, with three (3) five year mutual 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 which consent may be withheld for any reason or no reason at all. Lessee must give six (6) months written notice to the Comptroller, Room 212, City Hall, St. Louis, Missouri 63103, prior to the expiration of this agreement or any extension thereof, if it wished to exercise an option to extend the term for an additional five (5) year period.

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

An annual rental of Fourteen Thousand, Fifty One Dollars and Fifty Three Cents (\$14,051.53) payable annually 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 above described Leased Area and Mooring Privileges shall be used only for the purposes of mooring barges and

for the loading and unloading of cement aggregate and cement related products, and for any existing or future improvements used or useful in the loading and/or unloading of cement.

5. Lessor reserves a twenty-five foot (25') wide easement adjacent to and parallel to the floodwall. The easement shall be kept clear and unobstructed for a recreational trail or other municipal use.

6. 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:

CONTINENTAL CEMENT COMPANY LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

LESSOR:

THE CITY OF ST. LOUIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Comptroller

ATTEST:

\_\_\_\_\_  
City Register

APPROVED AS TO FORM, ONLY:

\_\_\_\_\_  
City Counselor

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ , before me appeared FRANCIS G. SLAY and DARLENE GREEN to me personally known, who being by me duly sworn did say that they are the Mayor and 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 No. \_\_\_\_\_ and acknowledge 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 by official seal in the City of St. Louis aforesaid the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

(SEAL)

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, a Notary Public in and for the City of St. Louis, Missouri, appeared \_\_\_\_\_ who, being sworn, did say that he is \_\_\_\_\_ of Continental Cement Company LLC and that said Lease Agreement was signed in behalf of said company by authority of instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed by official seal in the City and State aforesaid the day

and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

(SEAL)

#### APPENDIX "A"

##### STANDARD PROVISIONS LEASES OF WHARF LAND AND MOORING RIGHTS

1. The base rate of \$0.0750 (current adjusted base rate \$0.17625) per square foot of land and \$7.50 (current adjusted base rate \$17.625) per linear foot of mooring may be adjusted at five year intervals beginning January 1, 2019, upon recommendation of the Port Commission and approval of the Board of Public Service. No such recommendation may be made by the Port Commission unless within 180 days before January 1 on which the adjusted rates are to become effective, the Port Commission shall conduct a public hearing with due notice to the public and to the users of City owned land and mooring rights. The maximum adjustment which can be recommended and approved shall be twenty-five percent (25%) of the base rates set out in the first sentence of this section. Each adjustment shall be added to the base rate plus any previous adjustments and the resultant rate shall be called the current adjusted base rate. If the recommended adjustment to the base rate by the Board of Public Service is in excess of fifteen percent (15%), the recommended raise of rate shall be approved by resolution of the Board of Aldermen. If the Board of Aldermen fails to act before the effective date of the rate increase, the rate then shall be automatically adjusted by fifteen percent (15%).

2. The mooring area or Leased Premises shall be used by Lessee only for purposes consistent with the lawful use of said area. Structures or major alterations shall be made in accordance with plans and specifications approved by Lessor through the Board of Public Service. Upon the expiration, termination, or cancellation of this Lease, the Lessee shall remove all and any vessels, boats, watercraft or other practical movable structures from the Leased Premises and mooring area, without expense to the Lessor. 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, watercrafts or other practical movable structures or may cause same to be removed at the expense of the Lessee.

Written notice when required shall be deemed to be sufficient and delivered when deposited in the certified U.S. mail and sent to Lessee's last known address.

3. Definitions. As used in this Lease, the following terms shall have the meaning specified herein:

(1) The term "City" shall mean 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.

(2) The term "Discharge" shall have the meaning ascribed to such term by §311(a)(2) of the Clean Water Act, 33 U.S.C. 1321(a)(2);

(3) The term "Environmental Law" shall mean any international, foreign, federal, state, regional, county, local, governmental, public or private statute, law, regulation, ordinance, order, consent decree, judgment, permit, license, code, covenant, deed restriction, common law, treaty, convention or other requirement, pertaining to protection of the environment, health or safety of person, natural resources, conservation, wildlife, waste management, any Hazardous Material Activity (as hereinafter defined), and pollution (including, without limitation, regulation of releases and disposals to air, land, water and ground water), including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended by the Superfund Amendments and Reauthorization Act (SARA) of 1986, 42 U.S.C. 9601 et seq.; Solid Waste Disposal Act (SWDA) of 1965, 42 U.S.C. 6901 et seq., as amended by the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984; Federal Water Pollution Control Act (Clean Water Act) of 1948, 33 U.S.C. 1251 et seq, as amended by the Clean Water Act of 1977 and the Water Quality Act of 1987; Air Pollution Control Act of 1955, 42 U.S.C. 7401 et seq, as amended by the Clean Air Act of 1990; Toxic Substances Control Act (TSCA) of 1976, 15 U.S.C. 2601 et seq, as amended from time to time, and regulations promulgated thereunder; Occupational Safety and Health (OSH) Act of 1970, 29 U.S.C. 651 et seq, as amended from time to time, and regulations promulgated thereunder; Emergency Planning and Community Right-to-Know Act (EPCRA) of 1986, 42 U.S.C. 11001 et seq, as amended by the Debt Collection Improvement Act (DCIA) of 1996; National Environmental Policy Act (NEPA) of 1969, 42 U.S.C. 4321 et seq., as amended from time to time, and regulations promulgated thereunder; and any similar or implementing state law, and all amendments, rules, regulations, guidance documents and

publications promulgated thereunder;

(4) The term "Hazardous Material" as used in this Lease shall mean any hazardous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product or substance, including, without limitation, asbestos, polychlorinated biphenyls, petroleum (including crude oil or any fraction thereof), and any material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of which, is prohibited, controlled or regulated by any Environmental Law;

(5) The term "Improved Wharf" shall mean Improved Wharf as defined in Section 21.08.060 of the Revised Code of the City of St. Louis;

(6) The term "Infectious Waste" shall mean any substance designated or considered to be an Infectious Waste pursuant to any Environmental Law;

(7) The term "Lease" shall mean the Lease Agreement to which this Appendix A is attached together with any Exhibits and together with this Appendix A, and any amendments thereto;

(8) The term "Lease Agreement" shall mean the lease agreement, including amendments thereto, to which this Appendix A is attached;

(9) The term "Leased Premises" shall mean the leased premises and/or mooring area or leased area as defined in Section One (1) or other Sections, of the Lease Agreement;

(10) The term "Oil" shall mean any substance designated or considered to be an oil pursuant to any Environmental Law;

(11) The term "Port Commission" shall mean the Port Authority Commission of the City of St. Louis;

(12) The term "Solid Waste" shall mean any substance designated or considered as a solid waste pursuant to any Environmental Law.

4. During the Term of this Lease or renewal or extension thereof, the Lessee agrees to abide by all City Ordinances; Executive Orders; State Laws; Federal Laws; Coast Guard, Corps of Engineers, and any other properly applicable governmental regulatory requirements, including, but not limited to, any and all such provisions regulating and/or relating to the: (1) transportation, storage, use, manufacture, disposal, discharge, release or spilling of Hazardous Material; (2) transportation, storage, use, recovery, disposal, discharge, release or spilling of Oil; (3) Discharge of effluents, pollutants and/or toxic pollutants to either publicly owned treatment works or directly to waters of the United States or tributaries thereof; (4) emissions, release or discharges of pollutants and/or other substances into the air or land; (5) transportation, storage, treatment, disposal, discharge, and release or spilling of Infectious Waste; (6) transportation, storage, treatment, recycling, reclamation, disposal, discharge, and release or spilling of Solid Waste; and (7) transportation, storage, or disposal of waste tires, used white goods and other appliances, waste oil, and/or used lead-acid batteries. Violation of any provision of federal or state law or City ordinance by Lessee shall be considered a breach of the Lease Agreement between Lessee and the City for which the City, at its sole option, may terminate the Lease. In addition, Lessee shall call to the attention of the proper enforcement authorities, any violation of any federal or state law or local ordinance occurring on the Leased Premises of which Lessee has actual knowledge. Failure to do so on the part of the Lessee shall be considered a breach of this Lease for which the City, at its sole option, may terminate the Lease.

Should Lessee's operation on the Leased Premises violate any provision of federal and/or state laws or regulations, Lessee shall, immediately upon becoming aware of the existence of such violation, notify the Port Commission and undertake whatever action is necessary to remedy the violation and comply with the applicable provision(s), including but not limited to the institution of legal proceedings seeking an injunction in a court of competent jurisdiction. Should Lessee fail to remedy the violation, the City may notify Lessee of its intent to undertake remedial action. If Lessee fails to then institute reasonable remedial action within ninety-six (96) hours of receiving said notice, the City may take whatever action is necessary to bring the Leased Premises into compliance. In the event that the City remedies any such violation or remediates an environmental condition at the Leased Premises, the Lessee shall reimburse the City for all costs incurred by the City in remediating such violation, including, but not limited to, reasonable attorneys fees and expenses, litigation costs, fees for engineering and consulting services, and costs of testing, remediation, removal and disposal.

5. Lessee agrees to hold Lessor harmless from and to defend the Lessor from any and all claims for injuries or damages resulting from or arising out of Lessee's use of the Leased Premises or mooring area described herein; furthermore Lessee

will at all times during the Term of this Lease at its own cost, and for the benefit of the City, protect the City with Public Liability and Property Damage Insurance, issued in the name of Lessee and naming the City and Port Commission as additional non-contributing named insureds, covering each person up to One Million Dollars (\$1,000,000) with an overall limit as to all persons for each occurrence of Three Million Dollars (\$3,000,000) as well as coverage of Three Million Dollars (\$3,000,000) for property damage, approved by the City Counselor as to form and by the Comptroller as to surety and reserving the right of recovery by the City in the event of damage to City owned property.

Included in the insurance policy shall be coverage requiring immediate removal of the vessel when the vessel is damaged or sunken from any cause whatsoever. This clause shall be expressed as a specific warranty by the insurance company regardless of cause.

Lessee, and its successors and assigns, shall forever indemnify, defend and hold harmless, the City of St. Louis, the Port Commission, its governing members, directors, officers, agents, attorneys, employees, independent contractors, and successors and assigns, from and against all claims, without limitation, damages, punitive damages, liabilities, losses, demands, claims, cost recovery actions, lawsuits, administrative proceedings, orders, response costs, compliance costs, investigation expenses, consultant fees, attorneys fees, paralegal fees and litigation expenses, arising from: (i) any Hazardous Material activity by Lessee, its successors or assigns, or at the Leased Premises; (ii) the operation of any applicable Environmental Law against Lessee or Leased Premises; (iii) any environmental assessment, investigation, and environmental remediation expenses; (iv) the violation at the Leased Premises or by Lessee of any applicable Environmental Law; or (v) any third party claims or suits filed or asserted.

Promptly after receiving notice, the Lessee, and its successors or assigns, shall pay all costs and expenses incurred by Lessor and its successors and assigns to enforce the provisions of this indemnification, including without limitation, attorney and paralegal fees and litigation expenses. The obligations of Lessee under this Section Five (5) and this indemnification shall survive the termination of this Lease and shall remain in force beyond the expiration of any applicable statute of limitations and the full performance of Lessee's obligations hereunder.

Lessee shall be required to purchase and maintain environmental impairment liability insurance, during the term of this Lease, in the amount of Three Million Dollars (\$3,000,000.00), or such other amount as shall be determined solely by the Port Commission, and naming the City of St. Louis as an additional primary, non-contributing insured, if:

(1) at any time more than the reportable quantity of a Hazardous Material, Oil or Infectious Waste will be stored or otherwise present on the Leased Premises in any form whatsoever, including in any type of container(s) (including, but not limited to, drums, barrels, boxes, bags, tank trucks or trailers, rail cars or storage tanks, whether above or below ground);

(2) Lessee is required by federal or state law and/or regulation, as a result of or in connection with Lessee's operations on the Leased Premises, to obtain a permit for (a) any Discharge of effluents, pollutants, toxic pollutants or other substances into waters of the United States, tributaries thereof, sewer systems and/or publicly owned treatment works; (b) any Discharges of effluents, pollutants or toxic pollutants to a sewer system and/or publicly owned treatment works subsequent to pretreatment thereof; (c) any emission, release or Discharge of pollutants or other substances into the air or land; (d) treatment, storage or disposal of Hazardous Waste(s); (e) treatment, storage or disposal of Infectious Waste(s); (f) treatment, storage, processing, management, recycling or disposal of Solid Waste(s); (g) operation of a waste tire site or waste tire processing facility; or (h) placement of fill or dredged material into the waters of the United States or onto adjacent property;

(3) Lessee is required by Environmental Laws or is otherwise required to obtain a hazardous waste generator identification number from either the federal or a state government;

(4) Lessee engages in the recycling, recovery or reclamation of Solid Waste and/or Hazardous Material on the Leased Premises;

(5) Lessee engages in the manufacture of hazardous, extremely hazardous, or toxic substances, or Hazardous Material, in, on, or about the Leased Premises.

The environmental impairment liability insurance required pursuant to the terms of this Section Five (5) shall provide coverage for unexpected and unintended liability, damages and injuries arising or resulting from sudden and accidental, continuous or repeated Discharges, spills and releases, into or onto the air, water, soil, sewer system or similar media, of any hazardous substance, Hazardous Material, pollutant, toxic pollutant, extremely hazardous substance, toxic substance, Infectious Waste, Solid Waste, or similar material or substance, which disposal, Discharge, release or spill occurs in, on, from, or about the Leased Premises.

Any insurance policy which Lessee is required to obtain pursuant to the provisions of this Section Five (5) shall provide that said policy may not be canceled except upon the giving of thirty (30) days notice of such cancellation to the Comptroller's Office and the Port Commission. Furthermore, any policy limit requirements for any insurance policy which Lessee is required to obtain pursuant to this Section Five (5) may be increased and adjusted upon recommendation and approval of the Board of Public Service. In the event that any policy which Lessee is required to obtain pursuant to the provisions hereof is canceled by the insurer or has an expiration date prior to the expiration of the Term of this Lease, Lessee shall be required to obtain replacement insurance, and provide proof thereof to the Comptroller's Office and the Port Commission, prior to the date that the cancellation or expiration becomes effective. Failure to do so shall be considered a breach of this Lease. The Lessee shall notify or cause the insurance company to notify the Comptroller's Office and the Port Commission of the renewal of all insurance required pursuant to the provisions of this section or of the cancellation of same. Failure to do so shall be considered a breach of this Lease.

For any type of insurance, Lessee is required to provide, pursuant to this Section Five (5), certificates evidencing such insurance and copies of the policy governing such insurance to the Comptroller's Office and to the Port Commission before the Lease is issued, and shall file replacement certificates of insurance and policies at least fifteen (15) days prior to the expiration of any original or replacement certificates. Lessee shall maintain said insurance coverage during the life of this Lease, and any renewal or extension thereof, and shall provide proof of same within five (5) days of request by the City or the Port Commission. If Lessee, at any time during the Term of this Lease after execution of this Lease, commences engagement in any of the activities or is required to obtain any permit or number referenced in subparagraphs (1) through (5) of this Section Five (5), Lessee shall furnish such certificates and policy copies to the Comptroller and to the Port Commission prior to engaging in any such activities or obtaining any such permit or number. Failure to do so shall be considered a breach of this Lease.

6. Upon the nonpayment of the rent due under the Lease at the time when the same becomes due, or upon the nonperformance by the Lessee of any of the provisions or requirements under the Lease, the Lessor, at its election, may terminate this Lease, provided that the Lessee shall, after notice of nonpayment, breach or default, have thirty (30) days to cure any such nonpayment, and ninety (90) days to cure any such other breach, unless the provisions hereof provide either that a specified breach is grounds for immediate termination of the Lease or that failure to cure within a specified time frame of less than thirty (30) days is grounds for immediate termination (such as violating a statute or other law). The failure and omission of the Lessor to declare this Lease forfeited upon the breach or default of said Lessee in the payment of said rents as the same become due, or the nonperformance of any of the substantive covenants to be performed by the Lessee, shall not operate to bar, abridge, or destroy the right of the Lessor to declare this Lease null and void upon any subsequent breach, forfeiture or cause therefore by the Lessee.

7. Lessee agrees to pay ad valorem taxes on boats, vessels, aircraft or watercraft and on operation of same that may be moored on said Leased Premises or involved in any operations within said Leased Premises, including all other owned 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. The Lessee reserves the right to question the amount of such assessment in any court of competent jurisdiction or other tribunal established by law to correct the valuation of the property on which the assessment of such tax is based. 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 a breach of the terms of this Lease. All barges In Transit shall be exempt from the payment of taxes, fees and/or assessments. "In Transit" shall mean moored at the Leased Premises for not more than seven (7) calendar days in any 365-day period.

8. If the Lessee remains in possession of the Leased Premises after the expiration of the Term for which it is leased and the Lessee pays rent and the Lessor accepts said rent, such possession shall be construed as creating a month to month tenancy and not a renewal or extension of this Lease, but such month to month tenancy shall not continue for more than one (1) year. If the Lessee continues to occupy the Leased Premises on a month to month basis following the expiration of the Lease Term, Lessee's obligations under the Lease shall continue in full force and effect for the duration of Lessee's occupancy of the Leased Premises. Any such month to month tenancy may be terminated by Lessor at any time.

9. The Lessor reserves the right to modify, amend, or cancel this Lease as set forth in Section Ten (10) hereof 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 or 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.

10. In the event that any portion of the Leased Premises or mooring area shall be needed for any municipal purpose as set forth in Section Nine (9) above, 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 or mooring area as shall be needed for such purpose, which portion may include all of such Leased Premises or mooring

area. 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 in Section Eleven (11) below. Written notice when required shall be deemed to be sufficient and delivered when sent by Certified U.S. Mail to Lessee's last known address.

11. If this Lease is amended or modified under the provisions of Sections Nine (9) and/or Ten (10), 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 by Section Ten (10) 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 Sections Nine (9) and Ten (10). 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 Section Ten (10) above on the one-year anniversary of the date of the notice referenced in Section Ten (10) above, provided, however, that in the case of an emergency as described in Section Ten (10) above, the Lease shall be deemed terminated on the date specified in the notice.

12. In the event this Lease is canceled, modified or amended under the provisions of Sections Nine (9) and/or Ten (10) hereof, the Lessor shall cause the Lessee to be reimbursed, in accordance with the provisions of this Section Twelve (12), for the cost of capital improvements the Lessee has made and paid for on the Leased Premises pursuant to the written approval of the Board of Public Service including any such approved improvements in place on the commencement date of this Lease and made and paid for by Lessee during any prior lease term, **provided, however**, that Lessor shall not cause the Lessee to be reimbursed for any capital improvements: (a) the cost of which is or was expressly invoiced to the Lessee's customers via a separate surcharge for such improvements on any such customer's bill; or (b) removable from the Leased Premises and reusable at another location. It is agreed and understood that the term capital improvements shall not include wharf boats, vessels or other floating improvements. Lessee agrees that the amount of the anticipated profits shall not be a factor in the determination of any reimbursement. Furthermore, Lessee shall not be entitled to any reimbursement for any capital improvements during any period that Lessee remains in possession of the Leased Premises in a month to month tenancy after the expiration of the Term as described in Section Eight (8), above. No funds from the City of St. Louis general revenue shall be used for the purpose of providing any reimbursement required pursuant to this Section Twelve (12).

In the event that the rate/rates for service to Lessee's customer(s) has/have been increased expressly and by separate invoice line item to cover the cost of any capital improvement made by Lessee, Lessor and Lessee agree that the sum of all payments made by such customers with respect to such capital improvement and the terms of the financing for such capital improvement shall be taken into account in determining the Lessee's cost of the capital improvement.

13. The Lessee shall have the right to terminate this Lease upon service of one (1) year's written notice and the payment of an additional one (1) year's rental which shall accompany such notice. The payment of the additional year's rental shall not relieve Lessee of the obligation to pay the current year's rental as provided herein. In the event Lessee shall terminate pursuant to this Section Thirteen (13), no reimbursement shall be made by Lessor under Section Twelve (12).

14. Any sublease, transfer, sale or assignment of Lessee's rights or interests under this Lease, and/or change in corporate structure of Lessee are expressly prohibited unless and until the Board of Public Service, the Port Commission and the Board of Aldermen of the City of St. Louis approves such action. Failure to obtain such approvals before taking any such action shall be considered a breach of this Lease. If such action is so approved, all parts of this Lease are binding on any sublessee, assignee, successor, or new or modified corporate entity.

15. This Lease may be canceled at the option of the City, in the City's sole discretion, if, at any time during the Term of this Lease, the person or persons who on the date of execution of this Lease owns or own a majority of the Lessee's voting shares of stock, ceases or cease to own a majority of such shares, except if such change in ownership is the result of transfer(s) by inheritance, or the result of a public offering pursuant to the Securities and Exchange Act of 1934, as amended, or the result of merger of the Lessee into or consolidation with another corporation.

This Lease may be canceled at the option of the City, in its sole discretion, if the Lessee sells a majority of or all of the assets of the Lessee without Board of Public Service and Port Commission approval, which approval shall not be unreasonably withheld. If sale, transfer or assignment of Lessee's stock is approved, all parts of this Lease are binding on the purchaser, transferee or assignee. If the approvals described in this Section are obtained with respect to an action described in this Section, or if no such approvals are required with respect to an action described in this section, all parts of this Lease are binding on any sublessee, assignee, or new or modified corporate entity.

16. The Lessee agrees not to erect any barrier, fence or supporting structures or store any materials on the Floodwall

itself or within twenty-five (25) feet of either side of the Floodwall. Notwithstanding any other provision of this Lease, the City and any lawfully designated agent or representative of the City shall retain the right to enter onto any portion of the Leased Premises and to alter any portion of the Leased Premises as may be reasonably necessary to install, inspect, maintain or repair the Floodwall and relief wells whenever the City or its lawfully designated agent or representative deems necessary, in the City's sole discretion. Lessee shall not alter or modify any portion of the Leased Premises that lay within fifty (50) feet of any Floodwall or relief well without the express written consent of the President of the Board of Public Service.

17. Any payment due pursuant to this Lease which is not timely paid shall be delinquent and shall bear interest from the date due at prime rate plus two (2) percent. Prime rate shall be that average rate as established by U.S. Bank N.A. or Bank of America N.A., or any successors or assigns of such Banks.

18. The Lessee shall not store, or allow the storage of, any garbage or trash on the Leased Premises or mooring area. 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 into the river or onto any portion of the Wharf, mooring area, or Leased Premises. Lessee shall be responsible for enforcing this prohibition. Lessee shall also be responsible for ensuring that the Leased Premises and the adjoining river are at all times neat and free of all trash, rubble, and debris, regardless of whether or not such trash, rubble, and debris was deposited by Lessee. The Lessee shall enforce this clause on any craft or vehicle servicing, or being serviced by, the Lessee. Lessee's failure to abide by the provisions of this section shall be considered a breach of this Lease.

The Lessee shall have responsibility for the housekeeping on the Improved Wharf immediately in front of the mooring area and Leased Premises. Failure to maintain this area as required by this Lease or to abide by any other City ordinances shall result in the cancellation of this Lease upon approval by the Board of Public Service and the Port Commission.

19. Upon execution of this Lease, the Lessee shall, at his own expense, have this Lease recorded by the City's Recorder of Deeds.

20. 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 Executive Orders of the Mayor of the City St. Louis 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 permanent 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.

21. On or within thirty (30) days before or after January 1 of each year, Lessee must present to the Port Commission a marine survey by a qualified marine engineer, acceptable to the Port Commission, attesting to the safety of all of the facilities operated by Lessee on, at or in the Leased Premises. Lessee's failure to provide such survey and/or failure of the survey to unequivocally assert that all such facilities are safe shall be considered a breach of this Lease.

22. All vessels must be moored in line parallel to the Floodwall and all mooring activities shall be conducted only pursuant to and shall comply in all respects with all applicable permits.

23. No auxiliary craft shall be moored to any craft or vessel subject to this Lease except for clear and explicit emergency public safety reasons, except as expressly permitted by the Coast Guard and Army Corps of Engineers, and except temporarily for maintenance purposes. Maintenance craft may be moored to another craft or vessel only during the actual time period

when maintenance is taking place.

24. After notice to the Board of Public Service and the Port Commission, after submission to the Board of Public Service and the Port Commission of drawings and specifications signed and sealed by a licensed marine engineer, and after issuance of all applicable permits from all applicable City, state and federal regulatory agencies, Lessee shall have the right to install, or modify the installation or use of, deadmen and mooring cells on the bank adjacent to Lessee's mooring area and Leased Premises in accordance with said signed and sealed drawings and specifications and permits. Installations in existence on the date hereof shall be permitted to remain, but any and all modifications or replacement of such installations shall be subject to the requirements of this section.

Lessee shall have the right to ingress and egress to the mooring facilities over the land between the Floodwall and the Leased Premises.

25. Lessee accepts the property in "as is" condition, and, except as otherwise expressly stated elsewhere in this Lease, without any express or implied warranties of suitability, merchantability, fitness for a particular purpose or environmental fitness. The City and the Port Commission have made no representations or warranties, express or implied, and explicitly disclaims the same, concerning the absence of any pollution, contamination, Hazardous Material, Infectious Waste, Solid Waste, underground storage tanks, or hazardous building materials in, on or about the Lease Premises or its improvements, except as may be specifically and expressly stated elsewhere in this Lease.

26. Lessee shall not remove any underground or aboveground storage tanks located on the Leased Premises without first obtaining the written consent of the Port Commission, which consent shall not be unreasonably withheld. Any such removal shall be performed in accordance with any and all applicable laws, regulations and ordinances. During the term of this Lease or any extension thereto, Lessee shall not abandon an underground or aboveground storage tank in place, and Lessee shall remove or replace or repair any such tank within ninety (90) days of any discontinuation of use. Lessee shall not install any underground or aboveground storage tanks on the Leased Premises without first obtaining the permission of the Port Commission. Unless specifically stated elsewhere in this Lease, the Port Commission shall have absolute discretion to approve or deny a request by Lessee to install a new underground or aboveground storage tank. Notwithstanding the foregoing provision, where the Lessee proposes to replace an existing underground or aboveground storage tank with a new tank, the Port Commission shall not unreasonably withhold permission therefor.

27. Lessee must obtain the explicit written permission of the Port Commission prior to applying to an agency or agencies of the state and/or federal governments for a permit or license to:

- (1) treat, store or dispose of Hazardous Material(s);
- (2) treat, store or dispose of waste Oil;
- (3) treat, store, process, manage, recycle or dispose of Solid Waste(s);
- (4) operate a waste tire site or waste tire processing facility; or

(5) manufacture Hazardous Material(s); on all or any portion of the Leased Premises. Further, Lessee shall not apply for a permit or license to allow it to place, nor shall Lessee place, any fill or dredged material into the waters of the United States or tributaries thereof which are adjacent to or on the Leased Premises without first obtaining the explicit written approval of the Port Commission therefor. The Port Commission may, in its absolute and unfettered discretion, grant or deny approval for any activity referenced in this Section. Should the Port Commission deny permission for any such activity, Lessee shall abandon plans for such activity on, in or at the Leased Premises and shall not conduct such activity on, in or at the Leased Premises unless and until the Port Commission grants express written approval for such activity.

28. 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 as repaired, rebuilt, restored, altered, replaced or added to as permitted or required by any provision of this Lease, and except for ordinary wear and tear. 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 City free of any and all Hazardous Material,

Infectious Waste, Solid Waste (unless disposal of solid waste on the Leased Premises was specifically permitted by the terms of this Lease or a subsequent written document executed on behalf of, and authorized by, the Port Commission), pollutants, and contaminants which were placed, released, discharged, disposed, and/or spilled on, into, or about the Leased Premises. Lessee shall, upon the expiration or earlier termination of this Lease, remove all product(s) or waste(s) stored in underground and aboveground storage tanks located on the Leased Premises which were installed or used during the term of the Lease. Upon termination or expiration of the Lease, Lessee shall also perform tank tightness testing on all underground and aboveground storage tanks and connecting piping, installed or used during the term of the Lease, and shall, upon request and at the sole discretion of the Port Commission, remove any tanks that were installed by Lessee pursuant to this Lease or a prior lease agreement between the City and the Lessee. Lessee shall also either remove or decontaminate any soil contaminated by leaks from storage tanks or connecting piping installed or used during the term of the Lease. Any such removal and/or decontamination shall be performed in accordance with any and all applicable laws, regulations and ordinances at Lessee's sole cost and expense, which obligation shall survive the expiration or termination of this Lease. In the event that Lessee fails to perform its obligations pursuant to this Section of the Lease, the City shall give Lessee notice of said failure within thirty (30) days of discovering the Lessee's default of its obligations under this section. If Lessee fails to fully comply with its obligations hereunder within thirty (30) days of such notice, the City may undertake any and all legal actions, including but not limited to, injunction and/or specific performance, as are necessary to bring the Leased Premises into compliance with the standards set out herein. In the event that the City is required to undertake actions to bring the Leased Premises into compliance with said standards, Lessee shall reimburse the City for all costs thereof, including, but not limited to, reasonable attorneys fees and expenses, litigation costs, fees for engineering and consulting services, costs of testing, removal, and/or remediation, and disposal costs. The Lessee expressly agrees that the City may attach liens to any of Lessee's real and personal property located in the City of St. Louis in order to recover the City's costs of bringing the Leased Premises into compliance with the standards set out herein.

29. Lessee shall, with respect to its use of the Leased Premises, periodically furnish the Port Commission with satisfactory proof that it is in full compliance with any and all federal and/or state laws and regulations and City ordinances relating to or concerning air quality, water quality, noise, hazardous or toxic materials, hazardous wastes, infectious wastes, solid wastes, underground storage tanks and hazardous building materials. Further, Lessor shall have the right to inspect any and all portions of the Leased Premises, including facilities or vehicles located thereon, at any time during normal business hours or at any time if Lessor has reason to believe that a violation of any federal or state law or City ordinance has occurred or is about to occur. Should Lessee fail to comply with this provision, the City, after reasonable notice, may terminate this Lease.

30. During the term of this Lease and any extension thereof, Lessee shall be prohibited from conducting gaming activities on, within or from the Leased Premises or mooring area, or on, within or from any vessel or other facility moored within the Leased Premises or mooring area, and Lessee shall be prohibited from taking any action (including, without limitation, application for a Gaming License, application for appropriate zoning classification, or any other action of any kind or nature) which is in any way related to any possible use of the mooring, docking or other rights granted to Lessee herein for gaming purposes of any kind, without the prior express written consent of the City and Port Commission.

31. The terms and conditions of this Lease shall be binding on Lessee's heirs, successors and assigns.

32. No expiration or early termination of this Lease shall relieve Lessee of its liability and obligations under this Lease, and such liability and obligations shall survive any expiration or early termination. In the event of any such expiration or early termination, whether or not the Leased Premises or any part thereof shall have been relet, Lessee shall continue to pay to the Lessor the Base Rental and all other sums, amounts and charges required to be paid by Lessee during the Term of this Lease.

Except as otherwise expressly provided herein, this Lease and the rights of Lessor and the obligations of Lessee hereunder shall not be affected by: (i) any damage to or theft, loss or destruction of any of the Leased Premises, (ii) any default on the part of Lessee hereunder or under any Note, Mortgage, Assignment or any other agreement, (iii) any latent or other defect in any of the Leased Premises, (iv) any violation of any provision of this Lease by Lessor, (v) the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution or winding-up of, or other proceeding affecting, Lessee, (vi) the exercise of any remedy, including foreclosure, under any Mortgage or Assignment, (vii) any action with respect to this Lease (including the disaffirmance hereof) which may be taken by Lessee, any trustee, receiver or liquidator of Lessee or any court under the Federal Bankruptcy Code or otherwise, (viii) market or economic changes, or (ix) any other cause, whether similar or dissimilar to the foregoing, any present or future Law to the contrary notwithstanding.

In the event that either (a) Lessee's business fails to operate for any reason for any period in excess of ninety (90) days and Lessee fails to use due diligence to resume its operations, or (b) Lessee's business fails to operate for any reason for any period in excess of one-hundred eighty (180) days regardless of Lessee's due diligence, Lessor may terminate this Lease at the end of either such period. In the event that Lessee or any corporate entity or individual holding a majority of control over Lessee declares bankruptcy, Lessor may terminate this Lease unless such termination is expressly prohibited by a court of law.

33. This Lease, including any exhibits and this Appendix in their collective entirety, includes all the covenants and agreements between the Lessor and Lessee. This Lease and its exhibits and this Appendix can be changed, renewed, or extended only by amendment in writing signed by Lessor and Lessee and approved by the Port Commission and Board of Public Service, and only when such amendment is authorized by an ordinance enacted for that purpose. In no event shall the lease of wharf property be extended to cover a period of time exceeding a total of twenty-five (25) years as provided by City Charter Article I, Section 1(16).

**Approved: February 3, 2015**

**ORDINANCE #69928**  
**Board Bill No. 228**

An Ordinance recommended by the Planning Commission on December 3, 2014, to change the zoning of property as indicated on the District Map, from "G" Local Commercial and Office District, "H" Area Commercial District, "J" Industrial District, dual zoning of "D" Multiple-Family Dwelling District & "G" Local Commercial and Office District and Dual zoning of "D" Multiple-Family Dwelling District & "H" Area Commercial District to the "D" Multiple-Family Dwelling District only, in City Blocks 389, 390, 401, 402, 464.04, 465.03, 465.04, 472.03 473.03 and 474.03, so as to include the described parcels of land in City Blocks 389, 390, 401, 402, 464.04, 465.03, 465.04, 472.03 473.03 and 474.03; and containing an emergency clause.

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

**SECTION ONE.** The zoning designation of certain real property located in City Blocks 389, 390, 401, 402, 464.04, 465.03, 465.04, 472.03 473.03 and 474.03 is hereby changed to the "D" Multiple-Family Dwelling District, real property being particularly described and shown in Exhibit A and Exhibit B as follows:

Beginning at a point at the intersection of the east line of S. Tucker Boulevard and the south line of Hickory Street in City Block 472.03; and proceeding eastwardly along the south line of Hickory Street to its intersection with the Eastern boundary line of City Parcel Locator Number 0473-03-005, commonly known as 1120 Morrison Avenue; thence southwardly along said Eastern boundary line to its intersection with the north line of a cul-de-sac of 11th Street, and continuing southwestwardly in a counter-clock-wise direction along said boundary to its intersection with the Northeastern boundary line of City Parcel Locator Number 0472-03-020, commonly known as 1100 Morrison; thence southeastwardly in a counter-clock-wise direction along said boundary line to its intersection with the Eastern boundary line of City Parcel Locator Number 0473-03-040 in City Block 473.03, commonly known as 1102-1104 Morrison Avenue; thence southwardly along said boundary line and continuing southwardly along the Eastern boundary line of City Parcel Locator Number 0473-03-070, commonly known as 1111 Rutger Street to its intersection with its Southern boundary line; thence westward along said Southern boundary line to its intersection with a cul-de-sac of Rutger Street; thence continuing in a southwardly counter-clock-wise direction along the Eastern boundary line of City Parcel Locator Number 0473-03-005, commonly known as 1120 Morrison Avenue; and continuing southwardly along the Eastern boundary line of City Locator Number 0474-03-011 commonly known as 1132 Rutger Street to its intersection with the Northern boundary line of City Locator Number 0474-03-025 in City Block 474.03, commonly known as 1126-1128 Rutger Street, thence eastwardly along said Northern boundary line to its intersection with its Eastern boundary line; thence southwardly along said Eastern boundary line and continuing southwardly along the Eastern boundary line of City Parcel 0474-03-155, commonly known as 1133 Park Avenue, to its intersection with the Northern boundary line of City Parcel Locator Number 0474-03-151, commonly known as 1115 Park Avenue; thence eastwardly along said Northern boundary line to its intersection with its Eastern boundary line; thence southwardly along said Eastern boundary line to its intersection with its Southern boundary line, thence southwestwardly in a counter-clock-wise direction to its intersection with the north line of Park Avenue; thence westward along the north line of Park Avenue to its intersection with the east line of S. Tucker Boulevard; and thence northwardly along the east line of S. Tucker Blvd. to the point of beginning.

**Legal Description of Rezoning Northern Sub-Area (City Blocks 464.04, 465.03, 465.04 & portion of 474.03)**

Beginning at a point at the intersection of the east line of S. 11th Street and the Northern boundary line of City Parcel Locator Number 0465-04-010, commonly known as 1032-1034 Rutger Street in City Block 465.04; and proceeding eastwardly along said Northern boundary line to its intersection with its Eastern boundary line; thence southwardly along said Eastern boundary line to its intersection with its Northern boundary line; thence eastwardly along said Northern boundary line and its prolongation east across the 10th Street Pedestrian Mall; thence continuing eastwardly along the south line of the East/West alley in City Block 465.03 and its prolongation east across S. 9th Street to its intersection with the east line of S. 9th Street; thence

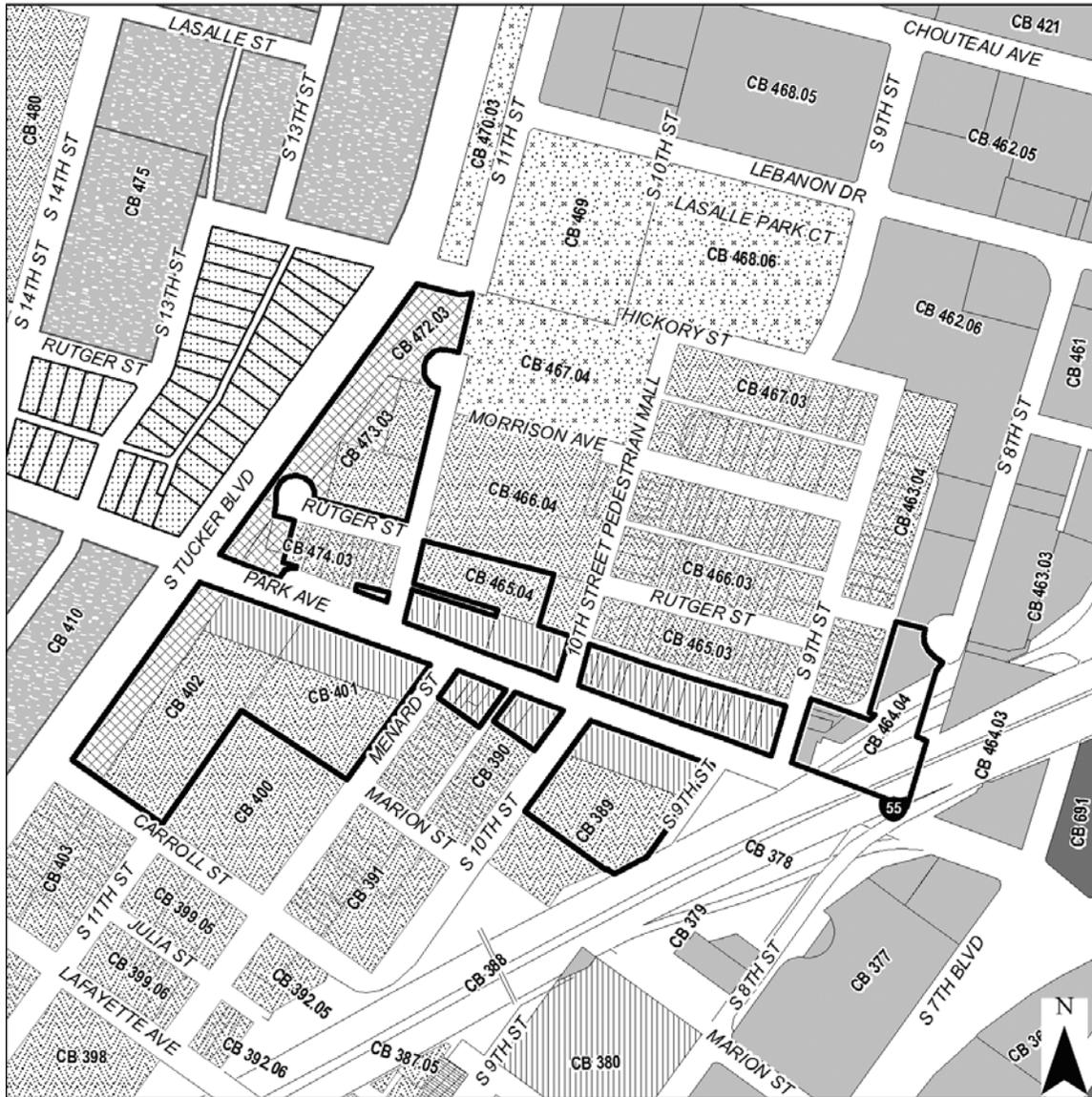
northwardly along the east line of S. 9th Street to its intersection with the south line of the East/West alley in City Block 464.04; thence eastwardly along said south line of the East/West alley to its intersection with the Western boundary line of City Parcel Locator Number 0464-04-105, commonly known as 1311-1325 S. 8th Street; thence northwardly along said Western boundary line to its intersection with the Southern boundary line of City Parcel Locator Number 0464-04-095, commonly known as 1307-1309 S. 8th Street; thence westward on said Southern boundary Line to its intersection with its Western boundary line, also being the east line of the North/South alley in City Block 464.04; thence northwardly along said Western boundary line to its intersection with its Northern boundary line; thence eastwardly along said Northern boundary line to its intersection with its Eastern boundary line, also being part of a cul-de-sac of S. 8th Street in City Block 464.04; thence continuing southeastwardly in a counter-clock-wise direction to its intersection with its Eastern boundary line; thence southwardly along said Eastern boundary line and continuing southwardly on the Eastern boundary of City Parcel Locator Number 0464-04-105, commonly known as 1311-1125 S. 8th Street to its intersection with the Northern boundary line of City Parcel Locator Number 0464-04-110, commonly known as 801-819 Park Avenue; thence eastwardly along said Northern boundary line to its intersection with its Eastern boundary line; thence southwardly along said Eastern boundary line to its intersection with its Southern boundary line; thence westward along the Southern boundary line of said parcel and continuing westward along the Southern boundary line of City Locator Number 0464-04-180, commonly known as 821 Park Avenue; and its prolongation west across S. 9th Street; and thence continuing westward along the north line of Park Avenue along City Block 465.03 and its prolongation west across the 10th Street Pedestrian Mall; and thence continuing westward along the north line of Park Avenue along City Block 465.04 to its intersection with the east line of S. 11th Street, thence northwardly along the east line of S. 11th Street to its intersection with the prolongation of the Southern boundary line of City Locator Number 0474-03-142, commonly known as 1341 S. 11th Street in City Block 474.03; thence westward along said Southern boundary line to its intersection with its Western boundary line; thence northwardly along said Western boundary line to its intersection with its Northern boundary line; thence eastwardly along said Northern boundary line and its prolongation east to the east line of S. 11th Street; and thence northwardly along said east line of S. 11th Street to the point of beginning.

**Legal Description of Rezoning Southern Sub-Area (City Blocks 389, 390, 401 & 402)**

Beginning at a point at the intersection of the east line of S. Tucker Boulevard and the south line of Park Avenue in City Block 402; and proceeding eastwardly along the south line of Park Avenue along City Blocks 402 and 401 and its prolongation east across Menard St.; and thence continuing eastwardly along the south line of Park Avenue along City Block 390 and its prolongation east across S. 10th Street; and thence continuing eastwardly along the south line of Park Avenue along City Block 389 to its intersection with the west line of S. 9th Street; thence southwardly along said west line to its intersection with the west line of Interstate-55; thence southwardly along the west line of Interstate-55 to the Southern boundary line of City Locator Number 0389-00-020, commonly known as 1405-1427 S. 9th Street; thence westward along said Southern boundary line to its intersection with the east line of S. 10th Street; thence northwardly along said east line of S. 10th Street to its intersection with the prolongation of the Southern boundary line of City Parcel Locator Number 0390-00-170, commonly known as 1000-1004 Park Avenue; thence westward across S. 10th Street and continuing along said Southern boundary line and its prolongation to the east line of the north/south alley in City Block 390; thence southwardly along said east line to the prolongation of the Southern boundary line of City Parcel Locator Number 0390-00-140, commonly known as 1016R Park Avenue; thence westward across the alley and continuing along said Southern boundary line and its prolongation across Menard Street to its intersection with the west line of Menard Street; thence southwardly along the west line of Menard Street to its intersection with the Southern boundary line of City Parcel Locator Number 0401-00-005, commonly known as 1401 Menard Street; thence westward along said Southern boundary line to its intersection with the Eastern boundary line of City Locator Number 0402-00-005, commonly known as 1420 S. Tucker Boulevard; thence southwardly along said Eastern boundary line to its intersection with the north line of Carroll Street; thence proceeding westward along the north line of Carroll Street to its intersection with the east line of S. Tucker Boulevard; and thence proceeding northwardly along the east line of S. Tucker Boulevard to the point of beginning.

**SECTION 2.** This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.

# EXHIBIT A DISTRICT MAP



**Current Zoning District**

- |  |                                     |  |                               |
|--|-------------------------------------|--|-------------------------------|
|  | A Single-Family Dwelling District   |  | G Local Commercial District   |
|  | B Two-Family Dwelling District      |  | H Area Commercial District    |
|  | C Multiple-Family Dwelling District |  | I Central Business District   |
|  | D Multiple-Family Dwelling District |  | J Industrial District         |
|  | E Multiple-Family Dwelling District |  | K Unrestricted District       |
|  | F Neighborhood Commercial District  |  | L Jefferson Memorial District |

Rezoning Area

LaSalle Park Zoning Study  
'DG' 'DH' 'G' 'H' & 'J' to "D" only

PDA-150-14-REZ



**EXHIBIT B: LaSalle Park Study Area**

CITY BLOCK	PARCEL ADDRESS	OWNER OF RECORD	CURRENT USE	CURRENT ZONING	PROPOSED ZONING	CREATES NONCFRM	NOTES
<b>Study Area #1 - Park Avenue, S. 9th Street to S. Tucker Boulevard</b>							
389	1405-27 S. 9th Street	St. Vincent Church School & Parsonage	Institutional	D & G	D	No*	School would require a Conditional Use, other uses allowed
390	1000-04 Park Avenue	CCND LLC	Vacant Parcel	G	D	No	
	1006-08 Park Avenue	CCND LLC	Vacant Parcel	G	D	No	
	1012 Park Avenue	CCND LLC	Vacant Parcel	G	D	No	
	1014 Park Avenue	CCND LLC	Vacant Parcel	G	D	No	
	1016R Park Avenue	ND Properties LLC	Vacant Parcel	G	D	No	
	1018 Park Avenue	LCRA	Vacant Parcel	G	D	No	
	1020 Park Avenue	ND Properties LLC	Vacant Parcel	G	D	No	
	1022-24 Park Avenue	ND Properties LLC	Vacant Parcel	G	D	No	
401	1401 Menard Street	City of St. Louis	Vacant Parcel	D & G	D	No	ball fields for recreation center This parcel has no zoning, but is adjacent to a parcel zoned J. Currently used as green space.
484.04	801-19 Park Avenue	State of Missouri	Vacant Parcel		D	No	
	821 Park Avenue	LaSalle Park Redevelopment Corporation	Vacant Parcel	J	D	No	Currently used as green space.
	1307-09 S. 8th Street	LaSalle Park Redevelopment Corporation	Vacant Parcel	J	D	No	Currently used as green space.
	1311-25 S. 8th Street	State of Missouri	Vacant Parcel		D	No	
	1320 S. 8th Street	Jill D. Noeltner	Single-Family	J	D	No	
	1322 S. 8th Street	Kyle J. Notmeyer	Single-Family	J	D	No	
	1324 S. 8th Street	Debra & Samuel Row	Single-Family	J	D	No	
485.03	903 Park Avenue	Reginald & Lynda Brackins	Multiple-Family	G	D	No	
	905 Park Avenue	Kennedy L. Veal	Multiple-Family	G	D	No	
	911 Park Avenue	911 Park Ave. LLC	Commercial/Multiple-Family	G	D	No*	S.A. Freeorks & Associates, Inc.
	913 Park Avenue	911 Park Ave. LLC	Vacant Parcel	G	D	No	
	915 Park Avenue	911 Park Ave. LLC	Single-Family	G	D	No	
	917 Park Avenue	911 Park Ave. LLC	Single-Family	G	D	No	
	921 Park Avenue	Bernice & Betty J. Begley	Single-Family	G	D	No	
	925 Park Avenue	Robert G. Gerth	Single-Family	G	D	No	

EXHIBIT B: LaSalle Park Study Area

CITY BLOCK	PARCEL ADDRESS	OWNER OF RECORD	CURRENT USE	CURRENT ZONING	PROPOSED ZONING	CREATES NONCONFORM	NOTES
	927 Park Avenue	Juanita & Jay Green	Single-Family	G	D	No	
	931 Park Avenue	Linda W. Prophet	Single-Family	G	D	No	
	933 Park Avenue	Kennedy L. Veal	Vacant Parcel	G	D	No	
	937R Park Avenue	LCRA	Vacant Parcel	G	D	No	
	939 Park Avenue	LCRA	Vacant Parcel	G	D	No	
	941 Park Avenue	Kennedy L. Veal	Commercial/Multiple-Family	G	D	No*	CMJ (Criminal Justice Ministry) Office (Social Services)
	943 Park Avenue	Deborah S. Williams	Single-Family	G	D	No	
	945 Park Avenue	Tonya R. Young	Single-Family	G	D	No	
465.04	1001 Park Avenue	St. Louis Monthly Meeting of the Religious Society of Friends	Institutional	G	D	No	Parking Lot
	1017-27 Park Avenue	Kingdom House	Commercial	G	D	No*	Peter & Paul Community Services Office (Homeless Services) and parking lot
	1028-37 Park Avenue	Kingdom House	Commercial	G	D	No*	Parking lot to support offices at 1017-27 Park Avenue
474.03	1032-34 Rutger Street (a.k.a. 1015 Park)	St. Raymond Apartments Associates LP	Multiple-Family	D & G	D	No	
	1341 S. 11th Street	LRA	Vacant Parcel	G	D	No	right-of-way, landscaping
	1115 Park Avenue	LCRA	Vacant Parcel	G	D	No	right-of-way
<b>Study Area #2 - S. Tucker Boulevard, Hickory to Carroll Streets</b>							
402	1420 S. Tucker Blvd.	City of St. Louis	Vacant Parcel	D, G & H	D	No	Ray Leisure Park
472.03	1100 Morrison	Kingdom House	Vacant Parcel	H	D	No	Mestres Park - In Data Flex comes up as a Non-LRMS address but seems to be a primary address
473.03	1102-04 Morrison	Kingdom House	Vacant Parcel	D & H	D	No	Church
	1120 Morrison	City of St. Louis	Vacant Parcel	H	D	No	Mestres Park
	1111 Rutger	Kingdom House	Institutional	D & H	D	No	
474.03	1125-28 Rutger	LaSalle Baptist Church of St. Louis	Vacant Parcel	H	D	No	

**EXHIBIT B: LaSalle Park Study Area**

CITY BLOCK	PARCEL ADDRESS	OWNER OF RECORD	CURRENT USE	CURRENT ZONING		PROPOSED ZONING		CREATES NONCFRM	NOTES
				H	D	D			
	1132 Rutger	City of St. Louis	Vacant Parcel	H	D	D		No	Mestres Park
	1133 Park Avenue	LaSalle Baptist Church of St. Louis	Institutional	H	D	D		No	Church
* Indicates a use that would now require a Conditional Use in the "D" District.									

Updated 11/13/14

**ORDINANCE #69929**  
**Board Bill No. 229**  
**Committee Substitute**

An Ordinance to amend Section Seven of Ordinance No. 69190, adjusting the salaries of employees in the Sheriff's Office and enacting in lieu thereof a new section, at the discretion of the Sheriff, employees may receive a two percent (2%) salary increase upon passage of this ordinance and containing an emergency clause.

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

**SECTION ONE.** Section Seven of Ordinance 69190 is hereby amended and a new section is hereby enacted, to read as follows:

**SECTION SEVEN: Salary Adjustment.**

(a) A decrease in the salary range for poor performance of the duties of the position or for job performance which does not warrant continued pay at an advanced rate in the salary range shall be made in accordance with standards established by the appointing authority.

(1) Exceptional performance of duties:

The appointing authority of an employee who demonstrates exceptional performance of duties or outstanding qualifications may advance the employee, by not more than ten percent (10%) after twenty-six (26) weeks of employment at a rate in the salary range which may be in addition to any merit increase received.

(2) Substandard performance of duties:

The appointing authority of an employee whose level of performance is significantly diminished and no longer warrants payment at the current rate within the range may be decreased to a lower rate in the salary range.

(b) The pay of any employee may be decreased as a disciplinary action by an appointing authority to a lower rate or step within a salary range. The decrease shall not be greater than fifteen (15%) percent of the employee's current salary rate. In no case shall the decrease be below the minimum of the pay range for the class. The appointing authority may determine that the pay decrease shall be effective for a specific number of bi-weekly pay periods, providing, however, that such decrease shall not be effective for more than twenty six (26) weeks.

(c) The Appointing Authority may establish procedures for the review and approval of within-range salary adjustments to correct or mitigate serious and demonstrable internal pay inequities. Salary adjustment under this provision shall preclude adjustments to compensate or reward employees for long-term or meritorious service.

(d) At the discretion of the Sheriff, the employees may receive a two percent (2%) salary increase upon passage of this ordinance.

(e) For the purpose of computing earnings and length of service for salary advancement, the time shall start with the Sunday preceding all appointments effective on Monday. Absence from service as a result of vacation, sick leave, jury/witness leave, suspension, non-paid absence, leave of absence for service in the armed forces, and leaves of absence for study to improve performance of City job will not interrupt continuous service. Absence from service for any other cause except as set forth above will result in breaking continuity of service.

**SECTION TWO.** Emergency Clause. This being an ordinance for the preservation of public peace, health and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this ordinance shall become effective immediately upon its passage and approval by the Mayor.

**Approved: February 3, 2015**