ORDINANCE #67143
Board Bill No. 51

An ordinance recommended by the Board of Estimate and Apportionment authorizing and directing the Mayor, the Comptroller and any other appropriate officials on behalf of the City of St. Louis, Missouri (the City) to enter into a Offer to Purchase Real Property and Acceptance and Lease for Real Property with the United States of America (GSA) acceptable to the parties herein authorized relating to the a building at 1520 Market Streets, St. Louis, MO 63103 (Abram Building); authorizing and directing the Mayor, the Comptroller and any other appropriate officials on behalf of the City to enter a Lease for Parking Lots for ninety-nine (99) years for surface parking lots currently leased—the first comprised of approximately 31,760 square feet to the west of a building at Tucker Blvd. and Spruce St., St. Louis, MO 63103 (RAY Building) and the second comprised of approximately 97,632 square feet to the south of the RAY Building—and repealing Ordinance Nos. 61979 and 65511, which authorized the current leases; appropriating the sum of Three Million and Fifty Thousand Dollars ($3,050,000.00) from the City's General Fund, Fund Balance; directing, notwithstanding Ordinance 60419, that the proceeds from the sale of 634 North Grand be deposited in the City's General Fund, Fund Balance to replace the above appropriation; authorizing and directing the Mayor, the Comptroller and any other appropriate officials on behalf of the City to execute and deliver documents and instruments related thereto; authorizing the taking of other actions and the approval and execution of other documents as necessary or desirable to carry out and comply with the intent hereof; and containing an emergency clause.

WHEREAS, the United States of America ("GSA") holds title to the Abram Building currently occupied by the United States Department of Agriculture ("USDA") and valued at Seven Million Five Hundred Thousand Dollars ($7,500,000.00); and

WHEREAS, the City desires to acquire the Abram Building and has made a down payment in the required amount of Seven Hundred Fifty Thousand Dollars ($750,000.00) and which will be a credit to the City's purchase price; and

WHEREAS, the USDA will relocate within the next twenty-four (24) months and requires a leaseback of the Abram Building of up to twenty-four (24) months for which rent will be paid in the form of a base rent and for operations annually in the amount of Three Million Two Hundred Thirteen Thousand and Four Dollars and Ninety-Six Cents ($3,213,004.96) and will credit the City's purchase price in the amount of One Million Dollars ($1,000,000.00); and

WHEREAS, the City owns two (2) surface parking lots, one currently leased to the GSA for a term of twenty (20) years pursuant to Ordinance 61979 and the other currently leased to the GSA and intended to be the property of GSA under Ordinance 65511 which the GSA will credit the City's purchase price for a new Lease for Parking Lots for ninety-nine (99) years in the amount of Two Million Seven Hundred Thousand Dollars ($2,700,000.00); and

WHEREAS, the Board of Aldermen has determined that it is in the best interest of the City to acquire the Abram Building and to offset the purchase price with said rent paid and the extension of the surface parking lot leases and to appropriate the sum of Three Million and Fifty Thousand Dollars ($3,050,000.00) from the City's General Fund, Fund Balance; and

WHEREAS, the Board of Aldermen recognizes that the City will obtain a minimum of Three Million Two Hundred Thousand Dollars ($3,200,000.00) Million Dollars from the sale of 634 North Grand Ave., St. Louis, MO 63103 and directs that the moneys derived from the sale replace the moneys appropriated from the City's General Fund, Fund Balance.

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

Section One. Findings and Determinations. The findings, determinations, and declarations set forth in the preambles hereto are incorporated herein by this reference.

Section Two. Authority and Direction to Enter Into Purchase. The Board of Aldermen hereby authorizes and directs the Mayor, the Comptroller and any other appropriate officials on behalf of the City to enter into the Offer To Purchase Real Property And Acceptance, substantially in the form attached hereto and incorporated by reference herein as Exhibit 1.

Section Three. Authority and Direction to Enter Into Leaseback. The Board of Aldermen hereby authorizes and directs the Mayor, the Comptroller and any other appropriate officials on behalf of the City to enter into the Lease For Real Property, substantially in the form attached hereto and incorporated by reference herein as Exhibit 2.

Section Four. Authority and Direction to Enter Into Lease for Parking Lots. Ordinance Nos. 61979 and 65511 are hereby repealed and the Board of Aldermen hereby authorizes and directs the Mayor, the Comptroller and any other appropriate officials behalf of the City to enter into the Lease for Parking Lots for ninety-nine (99) years, substantially in the form attached hereto

and incorporated by reference herein as Exhibit 3.

Section Five. Ratification of Actions. The City hereby approves and ratifies any and all actions heretofore taken by officials of the City in furtherance of this transaction authorized herein.

Section Six. Further Authority. The Mayor, the Comptroller and other appropriate officials, 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 thereto. The officers, agents and employees of the Corporation 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 Corporation with respect thereto.

Section Seven. Appropriation and Sale of Proceeds of 634 North Grand. There is hereby appropriated from the City's General Fund, Fund Balance the sum of Three Million and Fifty Thousand Dollars ($3,050,000.00) for the purpose of purchasing the Abram Building. Notwithstanding Ordinance No. 60419, the Comptroller is directed at the time of the sale of 634 North Grand to deposit the amount of funds received to replace the funds appropriated for this transaction from the City's General Fund, Fund Balance.

Section Eight. Emergency Clause. The passage of this ordinance being deemed necessary for the immediate preservation of the public health, moral, safety, and general welfare, shall be and is hereby declared to be an emergency measure within the meaning of Article IV, Sections 19 and 20, of the Charter of the City of St. Louis, and, as such, this ordinance shall take effect immediately upon its approval by the Mayor.

_____ _____

Clerk, Board of Aldermen President, Board of Aldermen

Approved: Date: _____ _____

Mayor

Truly Engrossed and Enrolled

_____

EXHIBIT 1

The data in this proposed offer to purchase shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided, that if a contract is as a result of or in connection with the submission of these data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the contract. This restriction does not limit the Government's right to use information contained in the data if it is obtainable from another source without restriction.

OFFER TO PURCHASE REAL PROPERTY AND ACCEPTANCE
by authority under 40 U.S.C.S. 545(b)(8)

L. Douglas Abram Federal Building
1520 Market Street
St. Louis, Missouri 63103

Subject To The Terms And Conditions
Of Sale No. 7-G-MO-0636

The City of St. Louis, St. Louis, Missouri, hereinafter referred to sometimes as the "Purchaser" or "Grantee," hereby offers, subject to required ordinance authority to be obtained no later that June 30, 2006, to purchase from the United States of America, hereinafter referred to sometimes as the "United States", "Government" or "Grantor" acting through the Administrator of General Services, the property located at 1520 Market Street, St. Louis, Missouri 63103 for consideration as follows:

A. The purchase price of $7,500,000. A minimum earnest money deposit of ten percent (10%), $750,000, is

attached in the form of a cashier's check payable to General Services Administration and herewith submitted, and

B. The conveyance to the Government of a leasehold interest in other real property controlled by the Purchaser and more fully described in that certain lease referred to as the 1520 Market Lease and attached hereto and made a part hereof as Exhibit A, which leasehold interest in other real property offered as consideration herein represents the shell leasehold estate for nine months as more particularly described in the 1520 Market Lease and valued at One Million ($1,000,000.00) and 00/100 Dollars, which amount is credited toward the purchase price described in paragraph A above. The Purchaser hereby agrees to lease the 1520 Market Lease to the Government under and pursuant to the terms set forth therein, and the Purchaser hereby accepts and acknowledges that One Million ($1,000,000.00) and 00/100 Dollars has been paid in full.

C. The conveyance to the Government of leasehold interests in other real property controlled by the Purchaser, which property is more particularly described in Exhibits B and C, attached hereto and made a part hereof, upon terms satisfactory to the Government and documented in two lease agreements for terms of ninety-nine (99) years each, both from the Purchaser to the Government for property identified as Parking Lot A, comprised of approximately 31,760 square feet on the west side of the Robert A. Young Federal Building, and the other identified as Parking Lot B, comprised of approximately 97,632 square fee on the south side of the Robert A. Young Federal Building. The leasehold estates are valued in total at Two Million Seven Hundred Thousand ($2,700,000.00) and 00/100 Dollars, which amount is credited toward the purchase price described in paragraph A above. The Purchaser hereby agrees to lease the property described above to the Government for ninety-nine (99) years for the rental price of Two Million Seven Hundred Thousand ($2,700,000.00) and 00/100 Dollars, which price the Purchaser hereby accepts and acknowledges as paid in full, under and pursuant to the other terms agreed upon and satisfactory to the Government, which terms shall be agreed upon within the time period set forth in the General Terms of Sale for payment of the balance of the purchase price.

D. The Purchaser shall be required to effectuate a wire transfer to the Department of Treasury of the funds due at the sale closing in the amount of Three Million Fifty Thousand ($3,050,000.00) and 00/100 Dollars.

This Offer to Purchase is subject to all of the terms and conditions set forth in the attached Terms and Conditions of Sale No. 7-G-MO-0636 which contains a further description of the said property.

Purchaser: City of St. Louis, St. Louis County, Missouri

By: Darlene Green _____ Comptroller _____
Printed Name Title

Signature: _____
Date: _____

The United States of America hereby accepts this offer acting through the Administrator of General Services this

_____ day of _____, 20_____.

By: _____ _____
Printed Name Title

Signature: _____

CERTIFICATE OF PURCHASE

I, Parrie May certify that I am the Register (Title of official officer other than that signing as Purchaser) of the City of St. Louis named as purchaser herein; that Darlene Green, who signed this Offer on behalf of the purchaser was then Comptroller (Title) of said City of St. Louis; that said Offer to Purchase was duly signed for and on behalf of said City of St. Louis by authority of its governing body and is within the scope of authority of City of St. Louis.

(Seal) _____
Signature of Certifying Official

CERTIFICATE OF GRANTEE'S ATTORNEY

I, Thomas J. Ray, acting as Attorney for the Comptroller of the City of St. Louis, herein referred to as "Purchaser" do hereby certify: That I have examined the foregoing Offer to Purchase and the proceedings taken by the Purchaser relating thereto, and find that the execution thereof by the Purchaser has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Missouri, and further that, in my opinion, the Offer to Purchase constitutes a legal and binding compliance obligation of the Purchaser in accordance with the terms thereof, subject to required ordinance authority.

Dated this _____ day of _____, 20____.

Signature: _____

GENERAL SERVICES ADMINISTRATION
REAL PROPERTY DISPOSAL DIVISION (7PR)
819 TAYLOR STREET, ROOM 11A09
FORT WORTH, TEXAS 76102

TERMS AND CONDITIONS OF SALE NO. 7-G-MO-0636
as authorized under 40 U.S.C.S. 545(b)(8)

I. Location: The L. Douglas Abram Federal Building, 1520 Market Street, St. Louis, Missouri 63103

II. The Offering:

A. Legal Description of the Land:

Ulricis 1st Addition - Whole Block in the City of St. Louis, Missouri, bounded on the North by Market Street, on the East by Fifteen Street, on the South by Walnut Street, and on the West by Sixteenth Street, containing a total area of 108,054 square feet more or less with appurtenances thereto.

B. Description of Improvements:

Constructed in 1961, this 6-level, poured concrete office building contains approximately 471,024 gross square feet in 4 above-ground stories along with basement, sub-basement, and penthouse. There are approximately 116 basement parking spaces, 4 passenger and 1 freight elevator.

C. Continued Occupancy:

This Property is occupied by the U.S. Department of Agriculture (USDA) and will require tenancy of the property by USDA for a two-year term. This sale is subject to the terms of the 1520 Market Lease (the "Lease") Exhibit "A", described in this Offer to Purchase which is hereby incorporated by reference herein and made a part hereof.

Personal Property:

All personal property on the subject sale property site is owned by the Government and is expressly excluded from this sale.

III. Special Covenants, Restrictions, and Agreements:

Grantee covenants for itself, assigns and every successor in interest to the property herein described or any part thereof that it shall abide by each of the following **covenants**, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the following covenants in any court of competent jurisdiction; provided, however, the United States shall have no affirmative duty to any successor in title to this conveyance to enforce any of the following covenants herein agreed:

NOTICE Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. § 9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

A. **CERCLA Covenant** **Grantor** warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

1. This covenant shall not apply:

   a) in any case in which **Grantee**, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR**

   b) to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the **Grantee**, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

      (1) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; **OR**

      (2) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

      (3) in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).

2. In the event **Grantee**, its successor(s) or assign(s), seeks to have **Grantor** conduct or pay for any additional response action, and, as a condition precedent to **Grantor** incurring any additional cleanup obligation or related expenses, the **Grantee**, its successor(s) or assign(s), shall provide **Grantor** at least 45 days written notice of such a claim and provide credible evidence that:

   a) the associated contamination existed prior to the date of this conveyance; and

   b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **Grantee**, its successor(s) or assign(s), or any party in possession.

B. **ACCESS.** **Grantor** reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the no-cost right of access to the Property as well as the use of available utilities at reasonable cost to **Grantor**. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

The preceding described easement is hereinafter referred to as the "Response Action Access Easement."

C. Non-Interference with Response Action.

Grantee, its successors and assigns and every successor in interest to the Property, or part thereof, while in possession of the Property, shall not disrupt or prevent the United States of America, its officers, employees, agents, contractors, and subcontractors, and any other authorized party or entity from proper use of the Response Action Access Easement as provided in Subsection B, above.

D. Excess Profits for Negotiated Sales to Public Bodies.

1. This covenant shall run with the land for a period of 3 years from the date of conveyance. With respect to the property described in this deed, if at any time within a 3-year period from the date of transfer of title by the Grantor, the Grantee, or its successors or assigns, shall sell or enter into agreements to sell the property, either in a single transaction or in a series of transactions, it is covenanted and agreed that all proceeds received or to be received in excess of the Grantee's or a subsequent seller's actual allowable costs will be remitted to the Grantor. In the event of a sale of less than the entire property, actual allowable costs will be apportioned to the property based on a fair and reasonable determination by the Grantor.

2. For purposes of this covenant, the Grantee's or a subsequent seller's allowable costs shall include the following:

   a) The purchase price of the real property;

   b) The direct costs actually incurred and paid for improvements which serve only the property, including road construction, storm and sanitary sewer construction, other public facilities or utility construction, building rehabilitation and demolition, landscaping, grading, and other site or public improvements;

   c) The direct costs actually incurred and paid for design and engineering services with respect to the improvements described in 2.(b), of this section; and

   d) The finance charges actually incurred and paid in connection with loans obtained to meet any of the allowable costs enumerated above.

3. None of the allowable costs described in Paragraph 2 of this section will be deductible if defrayed by Federal grants or if used as matching funds to secure Federal grants.

4. In order to verify compliance with the terms and conditions of this covenant, the Grantee, or its successors or assigns, shall submit an annual report for each of the subsequent 3 years to the Grantor on the anniversary date of this deed. Each report will identify the property involved in this transaction and will contain such of the following items of information as are applicable at the time of submission.

   a) A description of each portion of the property that has been resold;

   b) The sale price of each such resold portion;

   c) The identify of each purchaser;

   d) The proposed land use; and

   e) An enumeration of any allowable costs incurred and paid that would offset any realized profit;

   f) If no resale has been made, the report shall so state.

5. The Grantor may monitor the property and inspect records related thereto to ensure compliance with

the terms and conditions of this covenant and may take any actions which it deems reasonable and prudent to recover any excess profits realized through the resale of the property.

E. Non Discrimination Covenant. The Grantee covenants for itself, its successors and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that that said Grantee and such heirs, successors, and assigns shall not discriminate upon the basis of race, color, religion, or national origin in the use, occupancy, sale or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental or a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

F. FAA Covenant. Grantee covenants for itself, its successors and assigns and every successor in interest to the property herein described, or any part thereof, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with 14 CFR Part 77, "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

G. All restrictive covenants or other burdens or encumbrances of record affecting the subject property.

IV. General Exceptions, Reservations, Covenants and Agreements:

A. This sale is made on the basis that the following described rights, titles and interests shall be reserved unto the United States of America and its assigns from and out of the hereinabove described property and the final instrument of conveyance shall contain the following terms and provisions of exception:

1. All existing licenses, permits, easements and rights-of-way for streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, conduits and canals on, over and across said land, whether or not of record.

2. All existing interest(s) reserved to or outstanding in third parties in and to water rights, ditch rights, as well as oil, gas, and/or minerals, whether or not of record.

3. All other existing interests reserved by any Grantor(s) in chain of title unto said Grantor(s), their respective successors and assigns, which affects any portion of the property interest(s) hereinabove described, whether or not of record.

4. Any survey discrepancies, conflicts, or shortages in area boundary lines, or any encroachments, or protrusions, or any overlapping of improvements that may affect the subject property.

5. Existing zoning ordinances and resolutions, soil conservation district rules and regulations, and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the subject property.

B. This sale is made and the conveyance of the hereinabove described property shall be made under and in consideration of the following reservation which shall be set forth in the final instrument of conveyance in the following manner:

SAVE AND EXCEPT, and there is hereby reserved unto the UNITED STATES OF AMERICA, and its assigns, all rights and interests which have been previously reserved to the United States of America in any Patent(s) which cover(s) the property.

C. This sale is made and the conveyance of the hereinabove described property shall be made under and in consideration of the following agreements:

1. NOTICE OF LEAD-BASED PAINT FOR NON-RESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978.

Every purchaser of interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the property to a residential dwelling.

2. Notice of the Presence of Asbestos – Warning!

a) The Purchaser is warned that the property offered for sale contains asbestos containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

b) The Purchaser is invited, urged and cautioned to inspect the property to be sold prior to submitting a bid (offer). More particularly, the Purchaser is invited, urged and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The disposal agency will assist the Purchaser in obtaining any authorization(s), which may be required in order to carry out any such inspection(s). The Purchaser shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property including, without limitation, any asbestos hazards or concerns.

c) No warranties either express or implied are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of the Purchaser to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

d) The description of the property set forth in the Offer to Purchase and any other information provided therein with respect to said property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

e) The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property which is the subject of this sale, whether the Purchaser, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

f) The Purchaser further agrees that in its use and occupancy of the property it will comply with all Federal, state, and local laws relating to asbestos.

V. Special Terms of Sale:

A. CONTINUED GOVERNMENT OCCUPANCY - LEASE

The Government currently has a need to occupancy the Property for a two-year period from the expected date of conveyance. The Property will be leased from the Purchaser under the terms and conditions of the Lease, "Exhibit A" contained in this Offer to Purchase. After the initial lease period has expired, the Government may pursue contained occupancy under mutually agreeable lease terms and conditions. **The 1520 Market Lease (the "Lease") described in this Offer to Purchase is hereby incorporated by reference and made a part hereof.**

Purchase must sign Page 2 of the "U.S. Government Lease for Real Property," initial Pages 2A, 2B and 2C and each page of GSA Form 3517, "General Clauses" as requested; fill in all blanks and initial each page of GSA Form 3518. "Representations and Certifications" as requested. All of the above are included in this Invitation for Bids, and by this reference made a part thereof.

Award of lease will be made only after receipt of full purchase price from the Purchaser. Notification of award of sale and award of lease will be made under separate cover and both awards are dependent upon each other.

B. The Purchaser hereby agrees to lease the property described in Exhibits B and C to the Government for ninety-nine (99) years, for the price of $2,700,000, paid in full as set forth herein, under and pursuant to the other terms agreed upon and satisfactory to the Government, which terms shall be agreed upon within the time period set forth in the General Terms of Sale for payment of the balance of the purchase price. Award of these leases will be made only after receipt of full purchase price from the Purchaser. Notification of award of sale and award of leases will be made only after receipt of full purchase price from the Purchaser. Notification of award of sale and award of leases will be made under separate cover and both awards are dependent upon each other.

C. METHOD OF PAYMENT – EARNEST MONEY DEPOSIT:

This offer must be for cash, payable in United States dollars. The earnest money deposit shall be at least ten percent (10%) of the amount of the purchase price and shall accompany the offer. The deposit must be in the form of United States currency, cashier's check, or certified check issued by and drawn upon, or certified by a bank or other financial institution chartered by the Federal Government or a State of the United States, payable to the order of "General Services Administration."

D. RELATED PERSONAL PROPERTY

Certain related personal property is excluded from this Offer and may be removed by the Government, at its option, from the improvements herein described including, but not limited to:

1. The x-ray machine in the front lobby and the two in the loading dock/mail delivery area.

2. The magnetometer in the front lobby.

3. All cipher locks in the building.

4. All of the card-readers, electric door strikes, and other associated equipment of the access control system.

VI. General Terms of Sale:

A. CONDITION OF PROPERTY

The property is offered "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered.

B. DESCRIPTIONS IN OFFER TO PURCHASE

The descriptions of the property set forth in the Offer to Purchase and any other information provided therein with respect to said property are based on information available to the CSA sales office and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute ground or reason for nonperformance of the contract of sale, or claim by Purchaser for allowance, refund, or deduction from the purchase price.

C. INSPECTION

The Purchaser is invited, urged, and cautioned to inspect the property to be sold prior to submitting an offer. The failure of any offeror to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of an offer after it has been tendered.

D. CONTINUING OFFER

The offer shall be deemed to be a firm and continuing offer from the date of receipt until accepted or rejected by the Government: provided, however, that after 120 days have elapsed from the date of receipt, the offeror not having received notice of rejection may consider his offer rejected, and if the Government desires to accept the offer after such 120-day period, the consent of the offeror thereto shall be obtained.

E. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the offer shall be deemed to have been sufficiently given when faxed or mailed to the offeror or his duly authorized representative at the address indicated in the offer.

F. CONTRACT

These General Terms Applicable to Negotiated Sales, the offer, and the acceptance thereof, shall constitute an agreement between the offeror and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the offeror without consent of the Government, and any assignment transaction without such consent shall be void.

G. RESCISSION

1. The contract made by the acceptance of the offer by the Government may be transmitted to the Attorney General of the United States for his advice as to whether the sale would tend to create or maintain a situation inconsistent with the antitrust laws. The acceptance of the offer by the Government may be rescinded by the Government in the event unfavorable advice is received from the Attorney General.

2. An explanatory statement of the circumstances of the proposed disposal will be submitted to the appropriate committees of the Congress because of its negotiated character and the offer probably will not be accepted by the Government until after the proposed disposal has been considered by such committees. However, in any event, the Government may rescind its acceptance at any time subsequent to acceptance and prior to conveyance, if it is reasonably determined by the Government that such action is justified in the light of the circumstances then prevailing.

3. Any rescission, pursuant to 1, or 2, above, will be without liability of the part of the Government other than to return the earnest money deposit without interest.

H. REVOCATION OF OFFER AND DEFAULT

In the event of revocation of the offer prior to acceptance, or in the event of any default by the offeror in the performance of the contract created by such acceptance, the deposit, together with any payments subsequently made on account may

be forfeited at the option of the Government, in which event the offeror shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the offer or contract.

I. GOVERNMENT AND PURCHASER'S LIABILITY

Notwithstanding anything to the contrary herein, Purchaser's Offer to Purchase is subject to required ordinance authority, the failure of which shall cause the Seller to return Purchaser's earnest money deposit without interest and shall render this Offer to Purchase a nullity without liability on the part of Purchaser.

If this Offer to Purchase is accepted by the Seller and : (1) Seller fails for any reason to perform its obligation as set forth herein; or (2) Title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid to Seller without interest whereupon Seller shall have no further liability to Purchaser.

J. OTHER TERMS APPLICABLE TO A SALE

1. As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the offeror shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

2. Any title evidence which may be desired by the offeror will be procured by him at his sole cost and expense. The Government will, however, cooperate with the offeror or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and the property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

3. Upon assumption of possession of the property, or conveyance of the property, whichever occurs first, the offeror shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property, and sums paid, or due to be paid, by the Government in lieu of taxes pursuant to statutory authority shall be prorated.

4. In the event an offer to purchase for case is accepted and possession of the property is assumed by the offeror prior to the date of conveyance, the offeror shall procure and maintain insurance at his expense, effective for the period from the date of assumption of possession to date of conveyance, for the benefit of the Government in such kinds and amounts as may be required by the Government, with companies acceptable to the Government.

5. If an offer for the purchase of the property is accepted, the Government's interest will be conveyed by a quitclaim deed or deed without warranty and/or, where appropriate, a bill of sale in conformity with local law and practice.

6. The offeror shall on a mutually agreeable date not later than 75 days after acceptance of the offer, or within such additional time as may be granted by the Government, tender to the Government the balance of the purchase price. The offeror shall be required to effectuate a wire transfer to the Department of Treasury of the funds due at the sale closing. Instructions for the wire transfer will be furnished to the offeror prior to the sale closing. Upon such tender being made by the offeror, the Government shall deliver to the offeror the instrument, or instruments, of conveyance. In any event, if possession was assumed by the offeror prior to the date of conveyance, the offeror shall pay, in addition to the purchase money due, an amount required under the provisions of the offer.

7. The offeror shall pay all taxes and fees imposed on this transaction and shall obtain at his own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the offeror's expense.

K. OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

EXHIBIT 2

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 1-16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

Lease No.
GS-06P-50026

THIS LEASE, made and entered into this date pursuant to Ordinance No. _____ by and between

The City of St. Louis

whose address is 1200 Market Street, Room 212
St. Louis, MO 63103

and whose interest in the property hereinafter described is that of Owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

225,127 BOMA Office Area Square feet (331,922 rentable square feet) of office and related space together with all on-site parking spaces located at 1520 Market Street, St. Louis, Missouri.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term effective July 1, 2006 through the following two year period.

3. The Government shall pay the Lessor annual rent of $1,409,753.72 at the rate of $156,639.30 per month in arrears for the first 9 months. For months 10-24 the Government shall pay the Lessor annual rent of $3,213,004.96 at the rate of $267,750.41 per month in arrears. See paragraph 9 for further explanation.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Comptroller of the City of St. Louis
1200 Market Street, Room 212
St. Louis, MO 63103

4. The Government may terminate this lease at any time in whole or in part on or after the first 9 months of the Lease by giving at least (30) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

All building services, supplies, utilities and equipment, including but not limited to: heating and air-conditioning; electricity (for all purposes); power (special equipment); window washing (2x annually); hot and cold water; sewer services; snow removal; trash removal; chilled drinking water; toilet supplies; janitorial service and supplies, initial and replacement of lamps, tubes, starters,

fuses and ballasts; elevator service; carpet cleaning (every two years) and other services, supplies, utilities and equipment as more specifically set forth in this Lease.

7. The following are attached and made a part hereof:

Sheets 2A, 2B, 2C and 2D; GSA Form 3517, General Clauses, Pages 1-2; GSA Form 3518, Representations and Certifications, Pages 1-7.

8. The following changes were made in this lease prior to its execution:

The words "The General Provisions and Instructions (Standard Form 2A,.....edition)." are deleted in Paragraph 7 above. Paragraph 5 is deleted in its entirety. Paragraphs 9 through 23 have been added.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR City of St. Louis

BY _____ _____
Mayor Comptroller

Approved as to form, only

_____ _____
City Counselor Register

UNITED STATES OF AMERICA

GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE, EAST LEASING SERVICES BRANCH

BY _____ Contracting Officer
(Signature) (Official title)

STANDARD FORM 2
FEBRUARY 1965 EDITION

9. The annual rental is made up of the following components:

Type	Rent
Base Rent	$1,333,333.33
Operating	$1,879,671.63
Rent	$3,213,004.96

The first nine months of the above base rent will be credited toward the City of St. Louis purchase price of the 1520 Market Street building. Nine months base rent is equal to 75% times $1,333,333.33, thus, the City is guaranteed a $1,000,000 credit toward the purchase price of the 1520 Market Street building. Thus, for the first nine months of the Lease, the Lessor shall only be paid $1,409,753.72 ($3,213,004.96 *.75 -$1,000,000) annually or $156,639.30 per month in arrears.

The operating rent above includes $300,000 of additional services, utilities and maintenance to be provided by Lessor that are above Normal and are described in paragraph 10 below.

10. The Lessor shall provide a valid Occupancy Permit for the intended use of the Government and shall maintain and operate the building in conformance with all applicable current codes and ordinances. Below-grade space to be occupied by the Government and all areas in a building referred to as “hazardous areas” in National Fire Protection Association Standard 101, or any successor standard thereto, must be protected by an automatic sprinkler system or an equivalent level of safety. A minimum of two separate stairways shall be provided for each floor of Government occupancy. Scissor stairs will be counted as one stairway. If space is three or more stories above grade, additional egress and fire alarm requirements may

apply.

The Building and the leased space shall be accessible to workers with disabilities in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations CFR 41, Subpart 101-19.6, Appendix A, 54 FR 12628, March 28, 1989). Where standards conflict, the more stringent shall apply.

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials according to applicable Federal, State, and local environmental regulations.

Normal services, utilities, and maintenance will be provided daily, extending from 6:00 am. to 6:00 p.m., Monday through Friday, not including Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times for other than normal office hours, including but not limited to: the use of electrical services, HVAC, toilets, lights, elevators, and Government office machines without additional payment.

Included in the $300,000 annual operating rental (See paragraph 9) is $150,000 of additional services, utilities and maintenance required to be provided by Lessor and are as follows:

a) HVAC and utilities provided 24 hours per day, 7 days per week, for rooms 1252, 2720, 3606 and Rural Development Storage Room (in basement).

b) HVAC and utilities for the Rural Development Mailroom (as needed by Rural Development).

c) HVAC and utilities for lamps for all 3rd floor corridors (24 hours per day, 7 days per week).

d) HVAC and utilities for Rural Development space on the 1st and 3rd floors on Saturday from 5 a.m.-2:30 p.m. and 4th floor on Monday through Thursday from 6 p.m. — 9.p.m.

Included in the $300,000 annual operating rental (See paragraph 9) is $50,000 of additional services, utilities and maintenance required to be provided by Lessor and are as follows:

a) Provide additional non-sensitive (blue barrels) trash pickup on a daily basis for the Rural Development mailroom. These barrels must be picked up in the afternoon and taken to the open carts provided by Sunshine Recycling.

b) Provide all labor and supervision to accomplish sensitive waste (red barrels) pickup in the mornings for Rural Development and taken to locked bins provided by Sunshine Recycling.

c) Provide a second additional cleaning daily Monday through Friday, once a day on Saturday for all 3rd and 4th floor restrooms (Preferred cleaning times for restrooms are mornings Monday through Saturday at 6.a.m and Monday through Friday at 1:00 p.m.). All requirements listed in the cleaning specification apply to the first and second cleaning.

Included in the $300,000 annual operating rental (See paragraph 9) is $100,000 of additional services, utilities and maintenance required to be provided by Lessor and are as follows:

a) Provide HVAC and utilities for the computer room resource branch, 24 hours per day, and7 days per week including holidays.

Note: As the additional services, utilities and maintenance are reduced the rental described in paragraphs 3 and 9 above shall be reduced accordingly.

11. The Government reserves the right to perform alterations in leased space, including, but not limited to, installing interior/exterior security cameras/alarms and other items as necessary. Lessor waives restoration rights for alterations

necessary for initial occupancy and for all future alterations. The Government shall have the right to remove cameras, alarms, art pictures and existing art fountain and they shall remain the property of the Government upon removal. Removal of cameras, alarms, art pictures and fountain will be at the sole determination of the Government.

12. Lessor shall have access to available vacant space (areas not in use by tenant, USDA) in the building for studies, testing or other work required in conjunction with their redevelopment project. However, those areas that are not in use by USDA must be identified and approved prior to use by the Lessor. Any non-vacant vending machines and blind shop areas are for USDA use only.

13. Security Additional Requirements:

a. The Government reserves the right to require the Lessor to submit completed fingerprint charts and personal history statements for each employee of the Lessor as well as employees of the Lessor's contractors or subcontractors who will provide building operating services of a continuing nature for the property in which the leased space is located. The Government may also require this information for employees of the Lessor, the Lessors contractors, or subcontractors who will be engaged to perform alterations or emergency repairs for the property.

b. If required, the Contracting Officer shall furnish the Lessor with Form FD-258, Fingerprint Chart, and Form 176, Statement of Personal History, to be completed for each employee and returned by the Lessor to the Contracting Officer (or the Contracting Officer's designated representative) within 10 working days from the date of the written request to do so. Based on the information furnished, the Government will conduct security checks of the employees. The Contracting Officer will advise the Lessor in writing if an employee is found to be unsuitable or unfit for the employee's assigned duties. Effective immediately, such an employee cannot work or be assigned to work on the property in which the leased space is located. The Lessor shall be required to provide the same data within 10 working days from the addition of new employee(s) to the work force. In the event the Lessor's contractor/subcontractor is subsequently replaced, the new contractor/subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor/subcontractor. The Contracting Officer may require the Lessor to submit Form FD-258 and Form 176 for every employee covered by this paragraph on a 3-year basis. In addition, any person not possessing a Government issued ID shall be screened with the magnetometer, including City Contractors. USDA shall provide the necessary workforce at the loading dock to ensure all deliveries to 1520 Market street are received by a USDA employee and are X-rayed prior to entry. A USDA physical security specialist shall maintain responsibility for the cardkey entry system at 1520 Market Street. All parking entry requirements shall be maintained by the USDA.

14. Cleaning shall be performed during tenant working hours. The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

a. Daily. Empty trash receptacles, and clean ashtrays. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.

b. Three Times a Week. Sweep or vacuum stairs.

c. Weekly. Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

d. Every Two Weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.

e. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.

f. Every Two Months. Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

g. Three Times a Year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

h. Twice a Year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.

i. Annually. Wash all Venetian blinds, and dust 6 months from washing. Vacuum or dust all surtaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

j. As Required. Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building. Control pests as appropriate, using Integrated Pest Management techniques.

15. The Lessor shall provide the labor, material and supervision necessary to maintain the structure, roof, walls, windows, doors and any other necessary building appurtenances to provide watertight integrity, structural soundness and acceptable appearance.

16. The Lessor shall furnish all labor, material and supervision necessary to maintain all mechanical and electrical equipment and systems in a satisfactory condition, to provide reliable service, and to correct disturbing noises or exposure to fire or safety hazard. All local and national code requirements shall be displayed on all boilers, unfired pressure vessels, or any other items for which a certificate is required.

17. The Government is Leasing the entire building and all on-site parking regardless if the actual amounts of square feet and parking are different than the amounts listed in this agreement. No additional payment shall be made for any additional space amounts that are above those listed in this agreement.

18. The City of St. Louis shall submit procedures and guidelines that shall ensure USDA's continued safety and quiet use and enjoyment of the facility prior to any City of St. Louis modifications. These procedures and guidelines must be approved by USDA prior to proceeding with any work on the modifications.

19. Of the total space listed in paragraph 1 above, approximately 8,897 BOASF (13,120 rsf) of space is for USDA's pro-rata share of the buildings health unit/conference room, small cafeteria and vending space.

20. Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.

21. The Lessor shall provide a schedule of periodic services within 2 weeks of occupancy by the Government.

22. As space is terminated by the Government, the Government shall reduce payment to Lessor by the amount of BOMA Office Area square feet terminated by the Government, times $14.27196631/BOMA Office Area square feet. The annual rate per square of for termination will correspondingly reduce if the Government has already vacated space prior to the date of termination (See paragraph 23 below).

23. Adjustment for Vacant Premises: (a) If the Government fails to occupy any portion of the leased premises or vacates the premises, in whole or in part prior to expiration of the term of the lease, the rental rate will be reduced by that portion of the costs per BOMA Office Area Square Feet of operating expenses not required to maintain the space. Said reduction must occur after the Government gives 30 calendar days prior notice to the Lessor, and must continue in effect until the Government occupies the premises or the lease expires or is terminated.

EXHIBIT 3

LEASE FOR PARKING

THIS AGREEMENT is made this ____ day of _____, 2006, between the CITY OF ST. LOUIS, MISSOURI, a charter municipality organized and existing by virtue of the Constitution and Laws of the State of Missouri, hereinafter referred to as the City, and the GENERAL SERVICES ADMINISTRATION, an agency of the UNITED STATES GOVERNMENT, hereinafter referred to as GSA;

WITNESSETH:

WHEREAS, GSA is the owner in fee simple of a parcel of land identified as all of Block Two Hundred Fifteen East (215 E.) in the said City; and

WHEREAS, the City is the owner of various parcels of land adjoining the GSA-owned land on the south and on the west, said land being as shown on the attached drawing as set forth in the attached Exhibits B and C, which Exhibits are incorporated herein by reference (which parcel of land is hereinafter referred to as the "Leased Premises"); and

WHEREAS, GSA is engaged in a continuing project to improve and upgrade the Federal Mart Building, situated on the GSA–owned land; and

WHEREAS, the City desires to make available to GSA the land described on Exhibits B and C for use by GSA for vehicle parking.

NOW, THEREFORE, in consideration of the above premises, the City hereby leases, grants, and assigns to GSA the right to use the aforementioned real property for surface parking subject to the following terms and conditions.

1. Term. The term of this lease shall be for a period of ninety-nine (99) years, beginning _____, 2006 and ending July 1, 2105.

2. Rent. GSA will pay the City a rent of One Dollar ($1.00) per year and has paid in advance to the City a rent in the amount of Two Million Seven Hundred Thousand Dollars ($2,700,000.00), the latter amount was credited and acknowledged received by the City at closing for the City's purchase of the Abram building.

3. Use.

a. GSA agrees that the Leased Premises will be used only for the surface parking of motor vehicles of the U.S. Government, employees of the U.S. Government, contractors of the U.S. Government, official visitors of the U.S. Government, and non–Federal tenants of the Mart Building. GSA represents and warrants to the City that it shall not charge any fee to any person for parking on the Leased Premises and further that GSA shall not profit monetarily from allowing such parking.

b. GSA further agrees that 40 parking spaces will be reserved for use by the 4th District of the St. Louis Metropolitan Police Department along the easternmost portion of the Leased Premises until such time as the facilities for said District are relocated.

4. Condition, Preparation and Maintenance of Leased Premises.

a. GSA accepts the Leased Premises in the condition in which it now exists and without any express or implied warranties of suitability, merchantability, fitness for a particular purpose or environmental fitness, including any warranties as to the absence of any pollution, contamination, hazardous waste, hazardous material, underground storage tanks or hazardous building materials in, on or around the property or its improvements, unless as specifically noted elsewhere in this lease.

b. GSA agrees that any grading, surfacing, lighting, security fencing or other parking lot improvements which GSA determines to be necessary or desirable for use of the parking area will be provided, maintained and kept in good repair by GSA or its contractors at its expense. GSA further agrees that,

throughout the term of this Lease and any extensions or renewals thereof, at its expense, it will comply with the landscaping requirements set forth in Exhibit D, attached hereto and incorporated herein by reference, to the extent such compliance is feasible. Feasibility shall be determined by the City's Heritage and Urban Design Commissioner and a designee of GSA. Subject to the approval of the City's Board of Public Service, GSA or its contractors will construct access to said parking area as GSA sees fit.

c. Except as provided in subparagraphs (b) and (c) to this paragraph 5, GSA shall not place or construct upon, over or under the Leased Premises any installation or structure of any kind or character without prior authorization of the City's Board of Public Service.

d. The duty of GSA to provide landscaping and other improvements is subject to the availability of funds; however, if such funds are unavailable and GSA does not provide said improvements, the city may terminate this lease upon 30 days written notice.

e. The parties acknowledge the existence of a dock and conveyor system located on the Leased Premises and owned by Edison Brothers Stores Inc. GSA specifically accepts said structure in the condition in which it now exists. GSA agrees, and the City hereby authorizes GSA, to remove the structure subject to the approval of Edison Brothers Stores Inc. and the City's Board of Public Service, and the City further agrees to use its good offices to facilitate said removal.

f. The parties acknowledge the presence of a steel billboard support structure on the Leased Premises. GSA specifically accepts said structure in the condition in which it now exists. GSA further agrees to grant Drury Displays, Inc., rights of ingress and egress to and from the aforementioned structure for purposes consistent a Signboard Location License Agreement

g. The parties acknowledge the presence of three electrical power transformers on the Leased Premises. The parties further acknowledge that although ownership of these transformers was transferred to the City pursuant to that certain Quit Claim Deed, dated on or about August 31, 1989 from the Terminal Railroad Association ("TRRA") to the City, TRRA has retained an interest in them in that one of these transformers provides power to certain facilities of TRRA which are now used by TRRA and which were not transferred to the City. The parties hereto agree to look to TRRA for removal of these transformers and performance of any necessary environmental remediation, such removal and remediation to be at TRRA's sole cost and expense. The parties further agree to cooperate with each other and with TRRA in these operations. If TRRA refuses both the responsibility for, and the costs of, such removal and remediation, then GSA agrees to assume the costs for said removal and remediation.

5. Responsibility for Premises. GSA agrees to assume full responsibility for the condition of the Leased Premises, and for any claims, liabilities or costs which may arise due to the acts or failure to act on the part of GSA acting through its agents and employees and subject to the limitations of the Federal Tort Claims Act. GSA's responsibility for any claims, liability or costs shall include any which are asserted in connection with, or arises out of or results from GSA's use of the Leased Premises, including the creation, generation, storage, utilization, transportation or disposal by GSA of any pollutant, contaminant, hazardous waste, hazardous material, underground storage tanks or hazardous building materials, in, on or around the Leased Premises.

6. Additional Parking. The City agrees to use its good offices in an attempt to obtain from the Bi–State Development Agency of the Missouri–Illinois Metropolitan District ("Bi– State") permission for GSA to utilize that portion of Bi–state property located immediately south of the Leased Premises for additional parking until such time as said right–of–way is needed by Bi-State for the construction of an anticipated light rail transportation system.

7. Assignment. This Lease may not be assigned or sublet without the written approval of the City's Board of Public Service.

8. Municipal Purpose Reservation. In the event that all or any portion of the Leased Premises shall be needed for any municipal purpose or use, including but not limited to the aforementioned light rail system, the City shall have the right to unilaterally terminate this Lease upon a one (1) year written notice thereof to GSA. The City shall also have the right to unilaterally modify or amend this Lease upon a one (1) year written notice so as to eliminate such portion of the leased area as shall be needed

for any such municipal purpose. In the event the city shall exercise any rights to unilaterally terminate, modify or amend this lease in accordance with this paragraph, the City shall reimburse GSA, subject to annual appropriation, the depreciated value of any improvements, excluding landscaping as required hereunder, which have been installed by GSA on the affected portion of the leased area. Depreciation shall be calculated using the straight–line method and GSA's actual cost of improvements shall be the true value from which depreciation is deducted; the economic life of any improvement shall be equivalent to ten years from the date of its installation.

9. Amendments. Except as provided in paragraph 7 hereof, this Lease may not be amended except by the written consent of both parties hereto.

10. Removal and Reimbursement Upon Termination. In the event of termination of this Lease by either GSA, or by the City in accordance with paragraph 5(e), GSA shall not be entitled either to remove any improvements installed on the Leased Premises or to receive any reimbursement for the value of any such improvements.

11. Subject to Easements. Any use by GSA of the Leased Premises shall be subject as appropriate to easements granted to the Missouri Highway and Transportation commission by the United States of America, et al., for the purpose of constructing U.S. Highway 40 between Twelfth and Thirteenth Streets in the City of St. Louis, Missouri, as recorded January 22, l970 in Book 8967, page 582 in the records of the City of St. Louis, Recorder of Deeds.

12. Standard Provisions. GSA and the City agree to the Standard Provisions, attached and marked as Exhibit E.

13. Notice. All notices required to be given hereunder shall be sent by United States Certified or Registered Mail, postage prepaid, addressed as set forth below or to such other address as either party shall have furnished to the other in writing.

In the case of the City, to:

President of the Board of Public Service
Room 301 City Hall
St. Louis, Missouri 63103

Comptroller of the City of St. Louis
Room 212 City Hall
St. Louis, Missouri 63103

In the case of GSA, to:

Assistant Regional Administrator
Public Buildings Service (6P)
General Services Administration
1500 East Bannister Road
Kansas City, Missouri 64131-3088

14. Headings. The headings set forth in this Lease have been inserted for convenience only and shall in no manner define, limit or describe the scope of this Lease or any provisions hereof.

15. Miscellaneous.

a. This Lease, together with all exhibits attached hereto and made a part hereof, represents the entire undertaking and agreement of the parties hereto and supersedes any and all prior agreements, arrangements, undertakings and understandings of parties hereto respecting the subject matter hereof.

b. This Lease shall be governed by the laws of the State of Missouri for all purposes and intent.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first written-above.

GENERAL SERVICES ADMINISTRATION

THE CITY OF ST. LOUIS,
MISSOURI

By: _____ By: _____
Francis Slay, Mayor

Contracting Officer
Real Estate Division
Public Building Service

ATTEST:

By: _____
Darlene Green, Comptroller

_____

(SEAL)

ATTEST:

_____
Register

Approved as to form:

_____
City Counselor

THIS LEASE EXECUTED PURSUANT TO CITY ORDINANCE NO. _____ EFFECTIVE _____, 2006.

Approved: June 23, 2006