ORDINANCE #67422
Board Bill No. 379

An ordinance pertaining to Forest Park; authorizing and directing the execution and delivery of a lease reviewed and recommended by the Board of Public Service and approved by the City Counselor, of certain land in Forest Park described in Exhibit A and depicted in Exhibit B attached hereto and incorporated herein by reference, to Shakespeare Festival of St. Louis, Inc., a Missouri not-for-profit corporation, for a term of ten years, with a renewal provision.

WHEREAS, the Mission Statement of the Shakespeare Festival is "to produce professional Shakespeare theatre, outdoors in a city park, free and for a diverse audience, and to provide education through schools and community outreach;" and

WHEREAS, annually, beginning in 2001, the Shakespeare Festival has presented high caliber professional productions of Shakespeare's plays to the public, without charge, under the name "Shakespeare in the Park," in an area in Forest Park east of the Art Museum's northeast parking lot, pursuant to a temporary permit issued by the City's Parks Director; and

WHEREAS, these annual performances have achieved great success and public acclaim, and the Shakespeare Festival desires to obtain assurance that it may continue to offer such performances; and

WHEREAS, the Shakespeare Festival believes that its performances would benefit, and the over-all quality of the experience for its patrons would be enhanced, if a permanent location for its activities could be established within Forest Park and certain improvements and amenities installed; and

WHEREAS, to that end, the Shakespeare Festival has proposed that it be permitted to lease the area which it has historically used as the site of its performances; and

WHEREAS, the Shakespeare Festival's use of a limited area in Forest Park for its public performances as described herein will not reduce the "green space" of the Park, and the performances will be open to the public and are in keeping with widespread and customary park usages in St. Louis and other cities where public theatrical performances are commonplace; and

WHEREAS, the Mayor and Comptroller of the City, acting for and on behalf of the City pursuant to the City Charter and Ordinance _____ (Board Bill 378), have been authorized and directed to execute this Lease to the Shakespeare Festival for land situated in Forest Park described on Exhibit A and depicted on Exhibit B attached hereto, together with the improvements thereon; and

WHEREAS, this Lease was reviewed and favorably recommended in writing by the Board of Public Service, and has been approved by the City Counselor as to form and as being, except as otherwise expressly noted herein, in all respects consistent with Chapter 22.42 of the Revised Code of the City of St. Louis, 1994, Annotated ("Code") prior to adoption of Ordinance _____ (Board Bill 378);

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

SECTION ONE. The Mayor and the Comptroller of the City of St. Louis are authorized and directed to enter into a Lease to the Shakespeare Festival of St. Louis, Inc. of certain land in Forest Park, for purposes as set forth in such Lease, which shall be in substantially the form of Exhibit A hereto, incorporated herein by this reference.

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 shall become effective immediately upon its passage and approval by the mayor.

LEASE AGREEMENT

CITY OF ST. LOUIS, MISSOURI

AND

SHAKESPEARE FESTIVAL OF ST. LOUIS

This Lease ("Lease") dated _____, ____ ("the Date of this Lease") is between the CITY OF ST. LOUIS, MISSOURI, a municipal corporation organized and existing under its Charter and the constitution and laws of the State of Missouri ("City") and SHAKESPEARE FESTIVAL OF ST. LOUIS, a Missouri not for profit corporation ("Shakespeare Festival").

WHEREAS, the Mission Statement of the Shakespeare Festival is "to produce professional Shakespeare theatre, outdoors in a city park, free and for a diverse audience, and to provide education through schools and community outreach;" and

WHEREAS, annually, beginning in 2001, the Shakespeare Festival has presented high caliber professional productions of Shakespeare's plays to the public, without charge, under the name "Shakespeare in the Park," in an area in Forest Park east of the Art Museum's northeast parking lot, pursuant to a temporary permit issued by the City's Parks Director; and

WHEREAS, these annual performances have achieved great success and public acclaim, and the Shakespeare Festival desires to obtain assurance that it may continue to offer such performances; and

WHEREAS, the Shakespeare Festival believes that its performances would benefit, and the over-all quality of the experience for its patrons would be enhanced, if a permanent location for its activities could be established within Forest Park and certain improvements and amenities installed; and

WHEREAS, to that end, the Shakespeare Festival has proposed that it be permitted to lease the area which it has historically used as the site of its performances; and

WHEREAS, the Shakespeare Festival's use of a limited area in Forest Park for its public performances as described herein will not reduce the "green space" of the Park, and the performances will be open to the public and are in keeping with widespread and customary park usages in St. Louis and other cities where public theatrical performances are commonplace; and

WHEREAS, the Mayor and Comptroller of the City, acting for and on behalf of the City pursuant to the City Charter and Ordinance _____ (Board Bill ____), have been authorized and directed to execute this Lease to the Shakespeare Festival for land situated in Forest Park described on Exhibit A and depicted on Exhibit B attached hereto, together with the improvements thereon; and

WHEREAS, this Lease was reviewed and favorably recommended in writing by the Board of Public Service, and has been approved by the City Counselor as to form and as being, except as otherwise expressly noted herein, in all respects consistent with Chapter 22.42 of the Revised Code of the City of St. Louis, 1994, Annotated ("Code") prior to adoption of Ordinance _____ (Board Bill ____);

NOW, THEREFORE, in consideration of the mutual covenants in this Lease, the City and the Shakespeare Festival agree as follows:

1. LEASED PREMISES. The City hereby leases and rents to Shakespeare Festival, and the Shakespeare Festival hereby leases and rents from the City, the land described on Exhibit A and depicted on Exhibit B attached hereto, each incorporated herein by this reference (the "Leased Premises"). Subject to the terms and provisions of this Lease, the Shakespeare Festival shall be entitled to quiet enjoyment and, during those portions of the year designated as the Exclusive Use Period in Section 4 hereof, sole and exclusive possession of the Leased Premises. The Leased Premises are subject to easements, rights of way, restrictions or covenants of record, if any, and existing rights of way for sewers, pipelines, conduits and utilities. The City reserves the right to enter or allow entry by third parties upon the Leased Premises for the purpose of repairing and reconstructing existing sewers, water pipes and mains, pipelines and utility conduits running through the Leased Premises, in which event the City shall be responsible for the costs of any such repairs and for reconstructing and restoring the Leased Premises in the event of any damage therefrom. The Shakespeare Festival acknowledges that it is taking the Leased Premises in their current, "as is", condition.

2. TERM. The term of this Lease shall be ten years, from _____, 2007 to 2017. Section 5.d. of Ordinance 59741 to the contrary notwithstanding, at the end of the initial term, (a) this Lease shall automatically be renewed, for one additional renewal term of five (5) years at the option of the Shakespeare Festival, upon the same terms and conditions hereof, and (b) thereafter this Lease may be automatically renewed for an unlimited number of successive renewal terms of two (2) years each, upon the same terms and conditions hereof, unless (i) the Shakespeare Festival shall give written notice to the City at least one (1) year prior to the expiration of such renewal term of its election not to renew this Lease, or (ii) the City shall give notice to the Shakespeare Festival at least one (1) year prior to the expiration of such renewal term of its election not to renew this Lease. Notwithstanding Ordinance

59741, the City and the Shakespeare Festival acknowledge that the Shakespeare Festival will be expending funds and constructing improvements on the Leased Premises, and such expenditures and construction shall create a basis and consideration for expecting the Lease to be renewed. The Shakespeare Festival acknowledges that neither expenditures of funds by the Shakespeare Festival, nor construction of improvements by the Shakespeare Festival, nor any representation by any City official or employee, shall create any valid expectancy or right in the Shakespeare Festival to renewal of this Lease, or obligation by the City to renew this Lease, except as provided in this Lease. The Shakespeare Festival's performance of all its undertakings in this Lease, over the term of the Lease, is a valid factor for consideration by the City in determining whether this Lease shall be renewed.

3. RENT. The Shakespeare Festival shall pay on demand annual calendar year rent in the amount of One Dollar ($1.00), the receipt of which for the initial year (2007) is hereby acknowledged. All rent shall be held in a special fund for the account of the City's Department of Parks, Recreation and Forestry, to wit, the Special Park Fund established by Ordinance 51336 and referred to as the Forest Park Fund by Ordinance 61988. In addition, the Shakespeare Festival shall make a significant number of seats at each performance available to the public without charge. The Shakespeare Festival will secure and keep in force, or cause to be secured and kept in force, all licenses and permits required for the construction or installation of any utilities or improvements or the sale of any food, beverage or other items on the Leased Premises.

4. USE.

(a) In General. The Leased Premises shall be held and maintained by the Shakespeare Festival for the performance and presentation of plays open to the public generally during the approximately three week period each year commencing on the Friday of Memorial Day weekend and ending on Father's Day. This presentation shall include both the weekend at the beginning of such period and the weekend at its end, both Saturday and Sunday in each case. In addition, the Shakespeare Festival shall have the exclusive right to use the Leased Premises for the four weeks prior to the performance period, for rehearsals and to set the stage, and one week after the performance period to strike the sets and clear the site. Such eight-week period is the Exclusive Use Period. By agreement between the Shakespeare Festival and the City's Director of Parks, Recreation and Forestry (the "Park Director"), the starting and/or ending dates of the Exclusive Use Period for any year may be changed to a different date or dates. During the Exclusive Use Period, the Shakespeare Festival may install or provide for concessions sales, food and beverage services sales, portable toilets and other facilities ancillary to the plays.

(i) Temporary Installations. During the Exclusive Use Period, the Shakespeare Festival is also authorized to erect on the Leased Premises one or more stages, stage sets, ramps and other elements of scenery appropriate to its plays; seating and lighting equipment; lobby tents, banner installations, and other equipment, structures, hardware and accessories necessary and appropriate to its activities and theatrical and social mission.

(ii) Sales At The Leased Premises. During the Exclusive Use period, the Shakespeare Festival may make available for sale to the public, either directly or through concessionaires, such items of merchandise, food and beverages as it deems appropriate, subject to the approval of the Parks Director, which approval shall not be unreasonably withheld.

(iii) Security. During the Exclusive Use Period, the Shakespeare Festival shall be solely responsible for the security of persons and property at the Leased Premises and shall provide security personnel on an as-needed basis.

(iv) Noise Control. In order to enhance the experience of persons attending performances, the City will take reasonable steps to reduce noise from other activities that might interfere with the audience's ability to hear the actors.

(b) Open Use Period. The portions of each calendar year which do not fall within the Exclusive Use Period shall constitute the Open Use Period. Activities during the Open Use Period shall be subject to the following:

(i) Use. While there are no restrictions as to the activities which may be conducted during the Open Use Period, except that such activities must be limited to the type that may be safely conducted in a small theatre space.

(ii) Permits. During such Open Use Periods, the Leased Premises shall be available for use by qualified applicants upon application to the Parks Director, who shall issue (or deny) permits for use in accordance with the normal procedures (and fees) for issuing permits to use other areas within Forest Park. Each permittee shall be responsible for all costs incurred in the conduct of its activities on the Leased Premises, including utility charges, clean-up costs and other expenses.

(iii) Security. The Shakespeare Festival shall have no obligation to provide security during the Open Use Periods.

(iv) Liability. The Shakespeare Festival shall not be responsible for any loss, liability, cost or expense relating to any personal injury or property damage which occurs during any Open Use Period, except for any such loss, liability, cost or expense arising out of an activity actually conducted by the Shakespeare Festival during any such period or caused by the gross negligence or willful misconduct of the Shakespeare Festival. In issuing permits for use of the Leased Premises during any Open Use Period, the Parks Director shall inform the permittee that such permittee shall be solely responsible for all incidents which occur during its occupancy of the Leased Premises and that neither the City, any agency of the City nor the Shakespeare Festival have or assume any liability whatsoever with respect to any such incident. The application for a permit or a separate agreement to be signed by an applicant shall contain an acknowledgment of the foregoing and the agreement of the applicant to indemnify and save and hold the City, all of its agencies and the Shakespeare Festival harmless from all loss, liability, cost and expense arising from any such incident.

(v) Rules and Regulations. Except as otherwise provided above or in rules and regulations promulgated from time to time by the Shakespeare Festival with the approval of the Parks Director, all use of the Leased Premises during any Open Use Period shall be subject to the generally applicable rules and regulations concerning activities conducted in Forest Park.

(vi) Preemptive Rights. As lessee of the Leased Premises, and recognizing that the Shakespeare Festival may hereafter expand its activities, either occasionally or permanently, the Shakespeare Festival has the right (A) to designate additional periods as Exclusive Use Periods with the approval of the Parks Director, which approval shall not be unreasonably withheld, and (B) to reserve portions of the Open Use Periods for its activities from time to time. Any such designation or reservation shall be by written notices to the City's Parks Department, stating the period or periods in question, with starting and ending dates.

5. IMPROVEMENTS.

(a) The Shakespeare Festival intends to make certain improvements (the "Improvements") during the term of this Lease as its activities reasonably require and as funds become available. The Improvements shall be consistent with the City's Forest Park Master Plan approved by the Community Development Commission on December 5, 1995, as amended (the "Master Plan"). The Improvements shall consist of (i) the initial improvements listed on Exhibit C attached hereto, and (ii) other improvements as jointly agreed to from time to time by the Shakespeare Festival and the Park Director.

(b) Each of the Improvements shall be installed pursuant to plans and specifications approved by the City's Board of Public Service. The design of the Improvements will be the subject of a review process as provided with respect to "Privately Funded Projects" by the Master Plan. All necessary building, excavation, electrical and mechanical permits required by law or ordinance will be obtained by the Shakespeare Festival or its contractors in the normal course. Prior to the commencement of installation and construction of any Improvement, the Shakespeare Festival will obtain and maintain in force during installation and construction, insurance in amounts specified by the Board of Public Service and payment and performance bonds on which the City will be an additional obligee, for the full amount of each contract let to perform such improvements.

(c) The Shakespeare Festival shall be solely responsible for all costs of maintenance and repair of such Improvements and, during their use by the Shakespeare Festival, of their operation, including utility and cleaning expense. Any permittee of the Premises during an Open Use Period shall be responsible for all damage to the Improvements that occur during its permit period. The Parks Director shall require that an applicant for a permit to use the Leased Premises shall provide evidence of insurance against such damage as a condition to the issuance of a permit.

(d) At the expiration of this Lease the Improvements shall become the property of the City.

(e) All construction or other work on the Leased Premises intended or likely to have a lasting effect on the character of such Leased Premises by the Shakespeare Festival, its contractors or agents, shall be done in complete compliance with all applicable city, state and federal codes and pursuant to plans and specifications approved by the City's Board of Public Service, the Cultural Resources Office and subject to approval by or permit of any other City department or agency whose approval or permission may be required under the City Charter or ordinances prior to the commencement of any construction or work and subject to any review or procedure required under the City's 1995 Forest Park Master Plan. This provision shall not require any such approval with respect to stage sets, scenery, seating, concession stands or temporary installations incident to a performance or other activity on the

Leased Premises.

6. INDEMNIFICATION. The Shakespeare Festival shall indemnify and hold harmless the City, and all its departments, boards, officers, agents, and employees from all suits, actions, loss, expense, or claims of any kind whatsoever, including attorneys' fees or expenses, arising out of or relating in any way to the execution, performance, or non-performance of this Lease or the operation, use or occupancy of the Leased Premises, whether or not covered by insurance. The Shakespeare Festival shall, at the City's option, defend the City, at the Shakespeare Festival's sole expense, against any such claim, suit or action.

7. REPAIRS, MAINTENANCE AND EXPENSES. The Shakespeare Festival shall be responsible for and pay all expenses of any kind or description relating to the Leased Premises and all improvements thereon during the Exclusive Use Period and at any other time when the Shakespeare Festival is conducting any activity on the Leased Premises, including, without limitation, paying for all utilities and all costs of maintenance, repair and operation of the stage and any related facility, and will maintain the Leased Premises in good order and in clean and safe condition and will not commit or permit any waste on the Leased Premises. The Shakespeare Festival's maintenance obligations shall be limited to maintaining the Improvements. The Shakespeare Festival shall have no obligation for care of the grass or other plantings on the Leased Premises, all of which shall be the responsibility of the Parks Department, provided, that neither the Parks Department nor any other City agency shall alter the nature or design of the landscaping, the contours of the land, plant any additional trees or shrubs or alter the surface of the Leased Premises in any way, such as by the installation of paving or a sidewalk (except for temporary excavations as necessary to provide or maintain underground utilities or drainage systems), or take any action which would alter or impair the audience sightlines, without the prior approval of the Shakespeare Festival. The City will assure that the grass on the Leased Premises and in the areas adjacent to the Leased Premises indicated on Exhibit B is mowed and other vegetation pruned as needed and weather permits prior to the installation of the temporary seating for the public performances.

Except as otherwise specifically provided in this Lease, nothing in this Lease shall be construed to exempt the Shakespeare Festival, its contractors or agents from the provisions of any City ordinance of general applicability.

8. PARKING. The City shall permit patrons of the Shakespeare Festival's public performances to park in the parking areas adjacent to the Leased Premises and on public streets without charge to the Shakespeare Festival and, in addition, shall permit the Shakespeare Festival to reserve the parking lot northeast of the Art Museum for its special patrons and guests, from 4:30 o'clock p.m. until 1 hour after the end of each performance. The Shakespeare Festival may provide parking attendants for such lot without charge to the City.

9. INSPECTION. Authorized personnel of the City shall during normal City business hours and at any time have access to the Leased Premises to ascertain whether the Leased Premises are being maintained in accordance with this Lease. Such entry and inspection shall be upon reasonable verbal notice to the Shakespeare Festival; provided that with respect to matters affecting health and safety the City shall have such access and inspection rights as are applicable to other properties within the City.

10. INSURANCE.

(a) The Shakespeare Festival shall, at its sole cost, procure and maintain on file with the City's Comptroller at all times during the initial term and any renewal term of this Lease insurance and certificates or other evidence of such insurance as hereafter specified. The policies shall name "The City of St. Louis and its officers, agents, and employees" and "Board of Police Commissioners for the City of St. Louis, Missouri, and its employees and agents acting within the scope and course of their employment" as additional insureds and be issued by financially sound insurers approved by the City's Comptroller's Office.

(b) Insurance in the initial minimum amounts, below, shall be provided:

(1) Worker's Compensation: Missouri statutory.

(2) Comprehensive Liability (to include premises, operations, products, and completed operations and personal and bodily injury including death:

	Each Occurrence	Aggregate
Bodily Injury	$100,000	$300,000
Property Damage	$ 50,000	$ 50,000

(3) All Risk Property Coverage: The Shakespeare Festival shall maintain, at its sole expense, a standard form all risk property coverage insurance policy, subject to reasonable deductibles, on the Leased Premises and Improvements of not less than full insurable value, and its own insurance on personal property, furnishings and equipment owned by the Shakespeare Festival.

(c) Contractors and Subcontractors shall maintain builder's risk insurance as appropriate to the work and comprehensive liability insurance in the same amounts as the Shakespeare Festival is required to maintain pursuant to Subsection (b)(2) above.

(d) Prior to cancellation of any insurance policy, the City shall be given thirty (30) days written notice by registered mail, return receipt requested.

11. DIRECTIONAL SIGNAGE. The City agrees that during the Exclusive Use Period, the Shakespeare Festival may place temporary signs directing people to the play site in Forest Park. The number, nature and location of such signs shall be subject to the prior written approval of the Parks Director and of any other City office or agency with jurisdiction of such matters. The City agrees that it will install, at convenient locations within Forest Park, signs indicating the direction to the Festival site of a style and character similar to the signs giving directions to the Zoo, the Municipal Theatre and other Park attractions.

12. NONDISCRIMINATION AND MINORITY PARTICIPATION. The Shakespeare Festival agrees to conform to all applicable federal, state and local equal opportunity laws. In addition, the Shakespeare Festival agrees to seek and encourage participation of businesses owned and controlled by minorities and women in construction work within the Leased Premises pursuant to the attached Exhibit D, incorporated herein by this reference. The Shakespeare Festival agrees to designate one of its employees as a Minority Participation Administrator, and to notify the City of the name, business address and telephone number of such administrator. During the term of this Lease, the Shakespeare Festival shall report, with respect to each Exclusive Use Period, and within ____ days thereafter, to the City's contract compliance officer, the level of MBE and WBE participation in its operations. The Shakespeare Festival agrees that in the use of the Land and the improvements on the Leased Premises, it, its contractors or agents, will not exclude or discriminate against any person solely because of race, color, creed, gender, or sexual orientation or for any reason not sanctioned by law and not applicable alike to persons generally in the use of the Leased Premises.

13. DEFAULT AND REMEDIES. Notwithstanding any provision of Section 5.d of Ordinance 59741 to the contrary:

(a) The following conditions will constitute a violation under this Lease:

(1) If the Shakespeare Festival fails to make any payment or contribution when due the City or fails to maintain required insurance, and Shakespeare Festival fails to cure such default within five (5) days after written notice from the City to the Shakespeare Festival of such default.

(2) If the Shakespeare Festival fails to perform any of its other non-monetary obligations under this Lease when due or called for and fails to cure such default within thirty (30) days after written notice of such default.

(3) If the Shakespeare Festival shall fail to satisfy any final judgment against it arising out of its operations at the Leased Premises within thirty (30) days after such judgment becomes payable and all appeals have been exhausted.

(4) The levy of any attachment or execution or the appointment of any receiver or the execution of any other process of any court which directly or indirectly substantially interferes with the Shakespeare Festival's activities, under or related to this Lease and which attachment, execution, receivership, or other process of such court (or the effect thereof) is not vacated, dismissed or set aside within a period of thirty (30) days.

(5) If the Shakespeare Festival shall be adjudged bankrupt, or a receiver be appointed for the Shakespeare Festival's property, or if the Shakespeare Festival's interest in this Lease shall pass by operation of law to any person other than the Shakespeare Festival and such adjudication, appointment or order is not vacated, dismissed, or set aside within ten (10) days from its entry.

(6) If the Shakespeare Festival shall make any assignment, sublease, or encumbrance of this Lease or any interest of the Shakespeare Festival under this Lease, without the City's approval and such default is not cured within ten (10) days after written notice of such default by the City to the Shakespeare Festival.

(7) If the City commits an act, or fails to act, so as to interfere with or prevent the Shakespeare Festival's operation of the Leased Premises as contemplated under this Lease and such default is not cured within ten (10) days after written notice of such default by the Shakespeare Festival to the City.

(b) If any of the events identified in subparagraphs(a)(1) through (a)(7) of this paragraph should occur, such event shall constitute a violation of this Lease if the defaulting party fails to cure such default within the applicable cure period.

(c) If the Shakespeare Festival shall be in breach of this Lease, as provided above, this Lease and the Shakespeare Festival's interest and rights thereunder shall, upon ten (10) days written notice from the City to the Shakespeare Festival, cease, terminate, and be forfeited and the Shakespeare Festival shall surrender the Leased Premises forthwith. In addition, if any of the conditions identified in subparagraph (a) above should occur and the party in default does not cure the default within the applicable cure period, the non-defaulting party may elect to terminate this Lease immediately (unless the Lease has been terminated under the preceding sentence) and seek all remedies as provided at law or in equity, provided that either party may seek injunctive relief to prevent any default or threatened default without regard to any cure period.

(d) Anything herein to the contrary notwithstanding, the Shakespeare Festival's remedies against the City for any breach of this Lease shall be limited to injunctive or other equitable relief except in the case of an intentional or willful breach by the City.

14. SUCCESSORS AND ASSIGNS. The agreements and covenants in this Lease shall bind and inure to the benefit of the successors and permitted assigns of the parties. References herein to officers and departments of the City shall include the successors to their respective functions.

15. GOVERNING LAW. This Lease and the rights and liabilities of the parties to this Lease shall be governed by the laws of the State of Missouri. If any provision of this Lease is invalidated by judicial decision or statutory enactment, the invalidity of any such provision will not affect the validity of any other provisions of this Lease.

16. CAPTIONS. Captions in this Lease are included for convenience only and are not to be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

17. NON-WAIVER. No failure of either party to exercise any power given under this Lease or to insist upon strict compliance with the undertakings, duties and obligations of the other party hereunder, and no custom or practice of either party at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the provisions, covenants, terms and conditions of this Agreement.

18. PEACEABLE TERMINATION. The Shakespeare Festival shall peaceably and immediately give up and surrender to the City the Leased Premises and every part thereof upon termination of this Lease.

19. TIME OF ESSENCE. Time is of the essence of each provision of this Lease, provided, however, that the time periods of any Improvements or performance of any other obligations under this Lease shall be extended for delays beyond the Shakespeare Festival's reasonable control such as, for example, delays caused by strikes, lockouts, labor disputes, riots, weather conditions, fire or other casualties, tornadoes, cyclones, floods, acts of God, war, terrorism, invasion or acts of a public enemy, accidents, government restrictions or priorities regarding acquisition or use of material, unanticipated or unusual site conditions, failure or delay in obtaining necessary permits of any governmental or quasi-governmental agency following application therefor, litigation challenging any right of the Shakespeare Festival, its successors or assigns with respect to any Improvement or this Lease, or other inability upon the part of the Shakespeare Festival to obtain materials or labor, or inability to perform not growing out of its own fault, or for delays caused by the City, state or federal government. The Shakespeare Festival shall give the City notice of the cause of any delay and a reasonable estimate of the amount of time such delay is expected to continue. Notwithstanding the generality of the foregoing, a scheduled performance which is delayed or cancelled due to adverse weather does not require any notice to the City.

20. INTEGRATED AGREEMENT. This Lease contains or refers to all of the agreements of the parties and cannot be amended or modified except by written agreement.

21. NOTICES. All notices, demands, requests or responses required by this Lease shall be in writing and may be delivered by personal delivery or certified mail, return receipt requested to the following addresses:

To the City:

Comptroller, City of St. Louis
Room 212 City Hall
St. Louis, MO 63103

with copies to:

Director of Parks, Recreation and Forestry
5600 Clayton Avenue
St. Louis, MO 63110

Francis Oates, Esq.
City Counselor's Office
Room 314, City Hall
St. Louis, MO 63103

To the Shakespeare Festival:

Shakespeare Festival of St. Louis
462 North Taylor Avenue, Suite 202
St. Louis, MO 63108
Attention: Managing Director

with a copy to:

Chairman of the Board
Shakespeare Festival of St. Louis
462 North Taylor Avenue, Suite 202
St. Louis, MO 63108

Each party shall have the right to designate a different address or recipient for notices by giving notice in conformity with this section.

22. REPORT. By January 31st of each year the Shakespeare Festival shall submit to the Parks Director a written report describing in detail the activities and operations of the Shakespeare Festival on the Leased Premises in the preceding year.

IN WITNESS WHEREOF, this Lease is executed as of the day and year at the beginning of the Lease by the:

CITY OF ST. LOUIS

By:_____

Francis G. Slay
Mayor

By:_____
Darlene Green
Comptroller

SHAKESPEARE FESTIVAL OF ST. LOUIS

By:_____
_____
Chairman of the Board

APPROVED AS TO FORM:

_____
City Counselor

ATTEST:

_____
Register

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

On this ____ day of _____, 2006, before me, a notary public, personally appeared Francis G. Slay and Darlene Green, to me known to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same for the purposes stated therein.

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

_____
Notary Public

My commission expires:

_____

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

On _____, ____, before me, a notary public, personally appeared _____, to me known to be the person who executed the foregoing instrument and acknowledged to me that he executed the same for the purposes stated therein.

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

_____
Notary Public

My commission expires:

_____

EXHIBIT A

Legal Description

DESCRIPTION OF SHAKESPEARE FESTIVAL LEASEHOLD
DMA PROJECT NO. 06058

A tract of land being part of Forest Park, being a tract of land located in U.S. Survey 2037, Township 45 North, Range 6 East, of the 5th Principal Meridian, City of St. Louis, Missouri. Being more particularly described as follows; and the following State Plane Coordinates (SPC), being Missouri State Plane Coordinates – NAD 83 (CORS 2002) – East Zone (Meters):

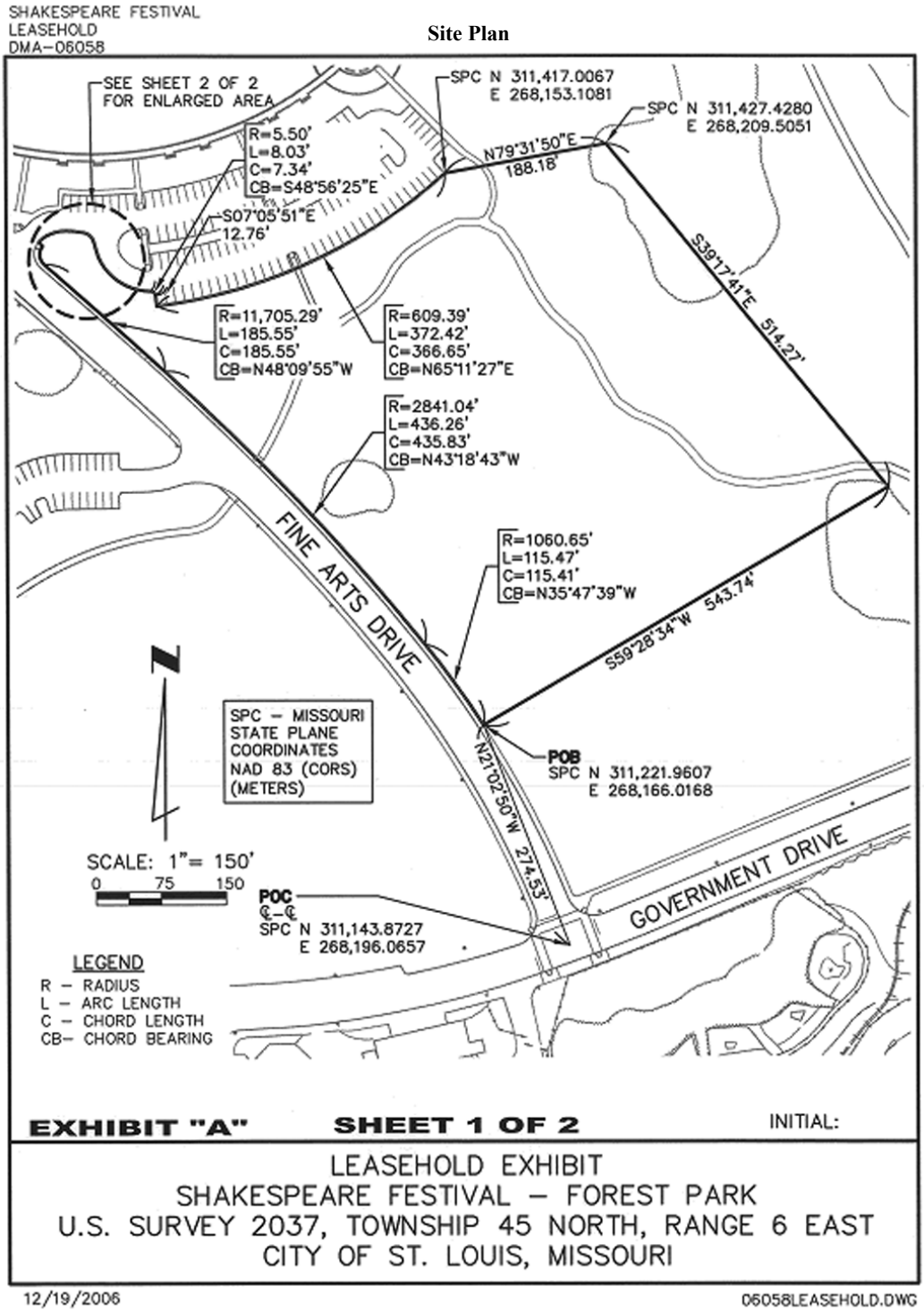
COMMENCING at a point, said point being the intersection of the centerline of Fine Arts Drive with the centerline of Government Drive (SPC-North 311,143.8727, East 268,196.0657); THENCE North 21 degrees 02 minutes 50 seconds West for a distance of 274.53 feet to a point on the east edge of a sidewalk along Fine Arts Drive (SPC-North 311,221.9607, East 268,166.0168), being the point of **BEGINNING**; THENCE continuing along said east edge of a sidewalk, along a curve to the left with a radius of 1060.65 feet, having a chord bearing North 35 degrees 47 minutes 39 seconds West for a distance of 115.41 feet, and an arc distance of 115.47 feet to a point; THENCE along a curve to the left with a radius of 2841.04 feet, having a chord bearing North 43 degrees 18 minutes 43 seconds West for a distance of 435.83 feet, and an arc distance of 436.26 feet to a point; THENCE along a curve to the left with a radius of 11,705.29 feet, having a chord bearing North 48 degrees 09 minutes 55 seconds West for a distance of 185.55 feet, and an arc distance of 185.55 feet to a point ; THENCE along a curve to the right with a radius of 15.43 feet, having a chord bearing North 04 degrees 37 minutes 43 seconds West for a distance of 21.43 feet, and an arc distance of 23.69 feet to a point; THENCE North 45 degrees 55 minutes 12 seconds West a distance of 5.93 feet to a point on the back of a concrete curb; THENCE departing said east edge of a sidewalk, along said back of concrete curb, along a curve to the right with a radius of 27.20 feet, having a chord bearing North 50 degrees 25 minutes 19 seconds East for a distance of 13.47 feet, and an arc distance of 13.61 feet to a point; THENCE along a curve to the right with a radius of 52.20 feet, having a chord bearing North 81 degrees 21 minutes 39 seconds East for a distance of 29.83 feet, and an arc distance of 30.25 feet to a point; THENCE South 82 degrees 02 minutes 21 seconds East a distance of 10.60 feet to a point; THENCE along a curve to the right with a radius of 15.50 feet, having a chord bearing South 48 degrees 43 minutes 40 seconds East for a distance of 17.02 feet, and an arc distance of 18.02 feet to a point; THENCE South 15 degrees 24 minutes 59 seconds East a distance of 10.13 feet to a point; THENCE along a curve to the left with a radius of 64.00 feet, having a chord bearing South 53 degrees 05 minutes 58 seconds East for a distance of 78.25 feet, and an arc distance of 84.19 feet to a point; THENCE along a curve to the right with a radius of 5.50 feet, having a chord bearing South 48 degrees 56 minutes 25 seconds East for a distance of 7.34 feet, and an arc distance of 8.03 feet to a point; THENCE South 07 degrees 05 minutes 51 seconds East a distance of 12.76 feet to a point; THENCE along a curve to the left with a radius of 609.39 feet, having a chord bearing North 65 degrees 11 minutes 27 seconds East for a distance of 366.65 feet, and an arc distance of 372.42 feet to a point (SPC-North 311,417.0067, East 268,153.1081); THENCE departing said back of concrete curb North 79 degrees 31 minutes 50 seconds East a distance of 188.18 feet to a point (SPC-North 311,427.4280, East 268,209.5051); THENCE South 39 degrees 17 minutes 41 seconds East a distance of 514.27 feet to a point; THENCE South 59 degrees 28 minutes 34 seconds West a distance of 543.74 feet to the **POINT OF BEGINNING**.

Said tract containing 315,722 square feet or 7.25 acres of land, more or less.

December 15, 2006
R:\06058 Shakespeare Festival Leasehold\06058 Leasehold.doc

EXHIBIT B

Site Plan



SHAKESPEARE FESTIVAL
LEASEHOLD
DMA-06058

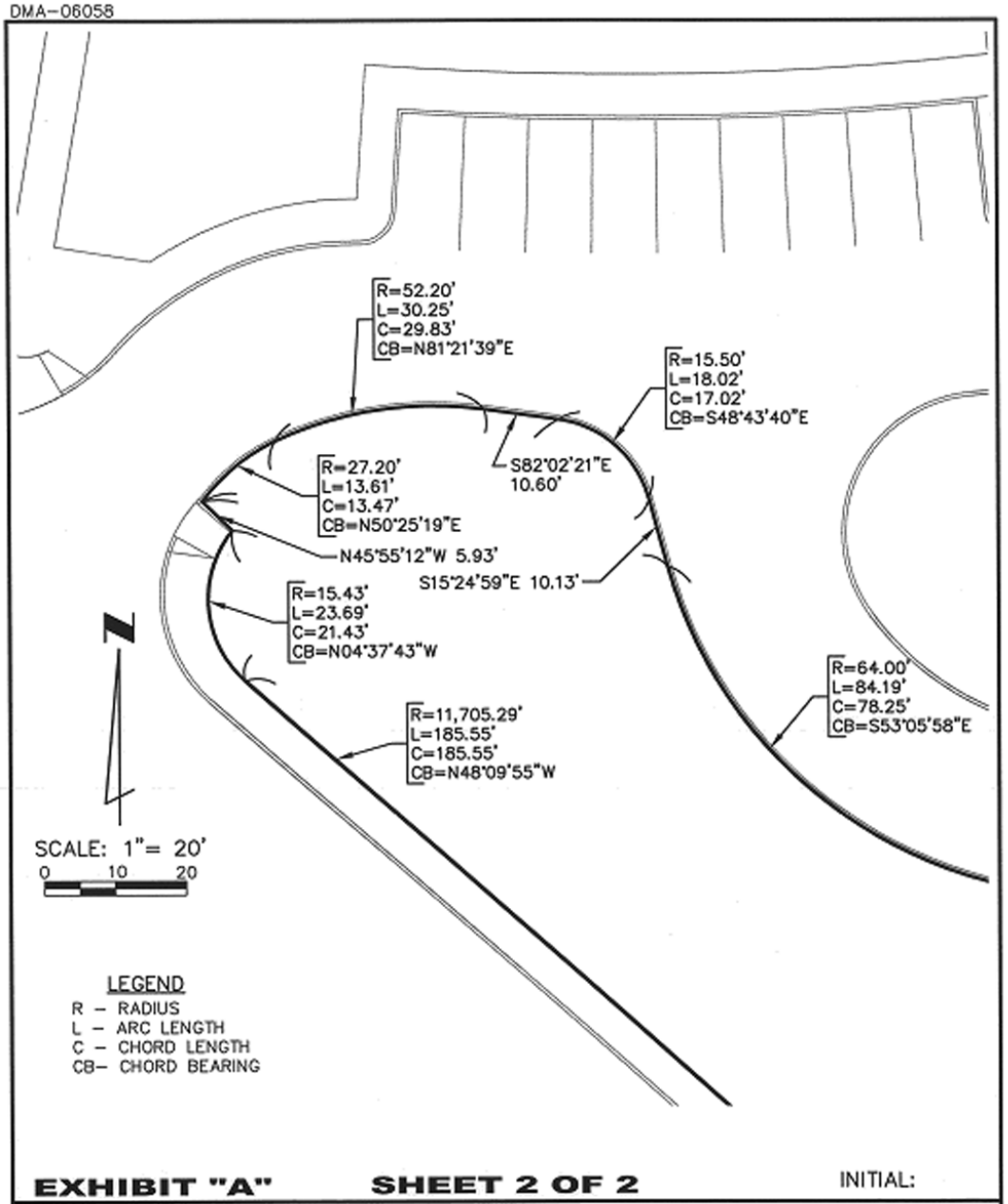


EXHIBIT "A" **SHEET 2 OF 2** INITIAL:

LEASEHOLD EXHIBIT
SHAKESPEARE FESTIVAL – FOREST PARK
U.S. SURVEY 2037, TOWNSHIP 45 NORTH, RANGE 6 EAST
CITY OF ST. LOUIS, MISSOURI

12/19/2006 06058LEASEHOLD.DWG

EXHIBIT C

- Drainage
- Permanent electrical supply
- Perimeter lighting
- Grading
- Landscaping
- Permanent water supply

EXHIBIT D

[Equal Employment Opportunity]

Approved: February 16, 2007