

St. Louis City Ordinance 64565

FLOOR SUBSTITUTE

BOARD BILL NO. [98] 84

INTRODUCED BY ALDERMAN MICHAEL MITCHELL

An ordinance authorizing a Lease between the City of St. Louis and W.A.T. Dignity Corporation for property and improvements located at Whittier and Kennerly Streets; authorizing and directing the Mayor and the Comptroller to enter into a Lease on behalf of the City of St. Louis; setting forth the terms and conditions of the Lease; with an emergency clause.

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

SECTION ONE. The Board of Aldermen hereby declares that it has reviewed the following Lease and the plans of W.A.T. Dignity Corporation for the rehabilitation of the Premises as hereinafter defined and finds that the use to be made of a portion of the Premises by Tenant for the operation of a 257 unit multi family residential development for low income persons with a preference for elderly persons capable of independent living with commercial facilities will serve a public need.

SECTION TWO. The Mayor and the Comptroller are hereby authorized and directed to enter into a Lease with W.A.T. Dignity Corporation which shall read in words and figures in substantially the following form:

LEASE

This Lease (Lease) is made and entered into as of this _____ day of _____, 1999, (the date of this Lease) by and between THE CITY OF ST. LOUIS, MISSOURI (Landlord) and W.A.T. DIGNITY CORPORATION (Tenant), a Missouri corporation.

WHEREAS, Landlord is the fee simple owner of certain property and improvements thereon located at Whittier and Kennerly Streets in the City of St. Louis, State of Missouri, more particularly described on EXHIBIT A attached hereto and incorporated herein by reference (the Premises);

WHEREAS, the Premises were operated by the City of St. Louis for many years as a hospital serving the population of the City of St. Louis and particularly persons of low and moderate income;

WHEREAS, the City is no longer operating a municipal hospital; a need exists in the City for housing for the elderly, and Tenant's proposed uses of the Premises are compatible with such need; the governing body of the City has determined that the proposed uses of the Premises by the Tenant will be for the benefit of the City of St. Louis and its residents;

WHEREAS, Tenant intends to operate a multifamily housing project with a preference for elderly persons in a portion of the Premises on behalf of and for the benefit of Landlord and the residents of the City of St. Louis;

WHEREAS, Tenant intends to obtain financing to accommodate approximately two hundred fifty seven apartments for low income persons with a preference for the elderly and 18,000 square feet of commercial rental space;

WHEREAS, pursuant to Ordinance _____ adopted by the Board of Aldermen of the City of St. Louis and approved _____, 1999; Landlord is authorized to Lease the Premises to Tenant upon the terms and conditions herein contained.

1. Granting of Leasehold. Landlord, in consideration of the rent hereinafter reserved and agreed to be paid and the stipulations, agreements, covenants and conditions hereinafter set forth, hereby rents, leases, and lets to Tenant, and Tenant hereby rents, leases and hires from Landlord, the Premises in accordance with the terms and conditions hereof. Until March 1, 1999, Landlord shall have the right to continue to operate any utility equipment or facility presently located in improvements on the Premises, shall have full access to the Premises and improvements for such utility operations, and may remove any surplus utility equipment or parts from the Premises and improvements. Tenant acknowledges and agrees that a certain building, commonly referred to as the clinic building, is located generally south of Parcel A of the Premises, and generally east of Parcel B of the Premises. Tenant covenants and agrees that, throughout the Term hereof, Tenant will reserve, maintain, and provide for the use of clinic building employees and visitors, not less than fifty parking spaces for full size automobiles, at no cost or charge to Landlord, the users of such parking spaces, or Regional Medical Center. Such parking spaces shall be provided on Parcel B of the Premises and as close as possible to the clinic building; provided, the parties may agree from time to time in writing on relocation of any or all of such parking spaces.

2. Uses. Tenant shall use the Premises for the purposes of providing housing for low income persons with a preference for the elderly. With the prior written

approval of Landlord's Board of Estimate and Appointment, Tenant may be permitted to use the Premises for other lawful purposes from time to time.

3. Cooperation of Landlord. Landlord agrees to execute and deliver any and all appropriate consents and other documents and instruments necessary or required for subletting of the Premises pursuant to Section 19 hereof. Landlord agrees reasonably and appropriately to cooperate with Tenant at Tenant's sole cost and expense in (i) obtaining financing for a two hundred fifty seven (257) unit apartment project for low income persons with a preference for the elderly; and (ii) complying with the requirements and certification of the State Health Planning and Development Agency of the Missouri Department of Social Services and the Missouri Health Facilities Review Committee, if applicable. To the extent permitted by law, Landlord's Board of Estimate and Apportionment is authorized in its discretion, to execute, on behalf of Landlord, corrective or clarifying supplemental agreements hereto facilitate these objectives, at no cost or expense to Landlord.

4. Term. The Term of this Lease shall be ninety nine (99) years, commencing on the date of this Lease, and shall expire, unless sooner terminated as hereinafter provided, at midnight on _____, 2097; provided, that if loans to finance one hundred percent (100%) of Tenant's proposed uses of the Premises pursuant to Section 2 hereof have not been closed and funded by September 1, 1999, after the date of this Lease, either party may terminate this Lease at any time during the sixty (60) days thereafter by giving notice of such termination to the other party; and, provided further, that if Tenant shall not have commenced renovation and reconstruction at the Premises by September 1, 1999 after the date of this Lease, either party may terminate this Lease at any time during the sixty days thereafter by giving notice of such termination to the other party.

5. Warranty of Title and Quiet Enjoyment. Landlord represents and warrants to and covenants with the Tenant that Landlord has a fee simple interest in the Premises, free and clear of all liens, encumbrances, and conditions or restrictions of title except for those items which shall be listed on an EXHIBIT B to be attached to this Lease prior to its execution. Landlord covenants that the Tenant upon paying the rental hereunder specified and provided, and duly performing and observing the several covenants in this Lease agreed to be performed by such parties, shall have peaceable possession and quiet enjoyment of the Premises during the entire term hereof.

6. Rental. Tenant covenants and agrees to pay to Landlord as and for the rental of the Premises, a Base Rent of Four Million Nine Hundred Fifty Thousand

Dollars (\$4,950,000) payable in arrears on the last day of each Lease Year (defined below) during the term hereof in equal initial annual installments of Fifty Thousand Dollars (\$50,000). With the prior approval of Landlord's Board of Estimate and Apportionment, as hereinafter provided, any sublease may provide that the sublessee shall pay his portion of the Base Rent or Adjusted Base Rent as hereinafter defined either to the Tenant or directly to the Landlord. The Term Lease Year shall mean twelve (12) consecutive calendar months commencing on the date of this Lease. Beginning on the first day of the twentieth Lease Year, and on the first day of every fifth Lease Year thereafter, the annual rental installments shall be increased (and in no event decreased) by a percentage of the annual rental installment payable hereunder in the Lease Year preceding the Lease Year in which such increase is first payable, equal to the percentage increase, if any, in the last full calendar year for which the Consumer Price Index (All Items) (the Index) shall have been published by the United States Department of Labor of the Index over the Index for the fifth previous year. If the United States shall cease to publish the Index, rental increases hereunder shall be calculated using such other index reflecting general cost of living increases as may be reasonably selected by Landlord's Board of Estimate and Apportionment. After any such increase of the annual rental installments hereunder, an Adjusted Base Rent for the remainder of the Term hereof shall be calculated in lieu of the Base rent provided for hereunder. Any such increased annual rental installments shall be allocated to the sublet units in the same proportion as the initial annual installments of rental are allocable hereunder.

7. Taxes. Landlord hereby acknowledges and represents that the Premises, as real property owned by the City of St. Louis, are presently exempt and will upon completion of the renovation of the Premises be eligible for real estate tax abatement as provided in Ordinance No. 191 of the City of St. Louis.

8. Insurance. Tenant, at its sole cost and expense, shall at all times carry general accident and public liability insurance for the Premises in the amount of not less than \$3,000,000 per person, \$5,000,000 per occurrence against all forms of lost or injury including death, personal and bodily injury, and medical malpractice, and not less than \$10,000,000 coverage against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri designating Landlord as a named additional insured without cost to Landlord. Landlord's Board of Estimate and Apportionment may, not more frequently than every ten years, at Landlord's cost, retain an Insurance Consultant qualified to evaluate insurance needs in connection with the Premises, to review the amounts of

property coverage under this Section. Tenant shall obtain any increased coverage recommended by such consultant on thirty days notice. Tenant shall at all times maintain or cause to be maintained in full force and effect with respect to the Premises Worker's Compensation insurance in Missouri statutory amounts.

Tenant shall furnish Landlord with certificates evidencing insurance coverage, as provided herein, bearing evidence of payment of premiums, which certificates shall provide that such insurance shall not be cancelable without at least sixty (60) days prior written notice from the insurer to Landlord. In the event that Tenant shall fail to maintain such insurance coverage, Landlord may pay for the cost of maintaining such insurance and Tenant shall promptly reimburse Landlord for any insurance premiums paid by Landlord in connection therewith; provided, however, prior to expending any sums for such insurance coverage, Landlord shall first give Tenant ten (10) days notice of its intention to purchase such insurance and Landlord shall have no right to purchase such insurance or to seek reimbursement from Tenant if Tenant obtains such insurance coverage within said ten (10) day period. Landlord shall not be liable to Tenant or any person claiming through or under Tenant for any injury to person or damage to property of whatsoever kind or nature caused by water, rain, ice, snow, frost, fire, storm, accidents or any other conditions on the Premises. All insurance policies hereunder shall be issued by insurers acceptable to Landlord's Comptroller.

9. Maintenance and Utilities. Tenant, at its own cost and expense, shall maintain the Premises and improvements (unless removed) now or hereafter situated thereon in good condition and repair. Landlord shall have no responsibility to effect any repairs or replacements in connection with the Premises, all of which are the Tenant's obligation as aforesaid. Tenant shall be responsible for all costs of utility services consumed or furnished in connection with Tenant's use and occupancy of the Premises.

10. Improvements. Tenant shall have the right during the term of this Lease, to construct, rehabilitate or remove any improvements on the Premises, which improvements shall be constructed, rehabilitated or removed in a good and workmanlike manner and in accordance with applicable requirements of the National Historic Preservation Act of 1966, as amended, all rules and regulations promulgated in connection therewith, and all other laws, statutes, ordinances and regulations of governmental authorities having jurisdiction with respect to the Premises. In this regard, Landlord shall cooperate reasonably and appropriately with Tenant. Landlord will reasonably assist Tenant in applying

for permits or other authorizations for construction, rehabilitation or removal of any improvements, provided that Tenant shall pay all costs and expenses involved therein and shall hold Landlord harmless from any such costs or expenses.

11. Removal of Transformers. Transformers on the Premises have been found to contain PCBs and will have to be removed as part of the rehabilitation of the Premises. Such removal of the transformers shall be done by Tenant at Tenant's sole cost and expense, in accordance with environmental standards and controls, for disposition thereof by Landlord in accordance with applicable environmental standards and controls. Such removal shall be effected at a time agreeable to Landlord so as to permit the prompt disposition of such transformers. Except as hereinabove provided in this Section 11, Tenant accepts the Premises in "as is" condition, and hereby releases, and agrees to hold Landlord harmless from, any claim, loss, costs, damage, judgment or liability of any kind whatsoever, by or to any person, including governmental agencies, arising out of or relating to any defect, condition of, or substance in or upon the Premises, including, by way of example and not limitation, asbestos or radioactive substances.

12. Status of Tenant. Tenant shall not be deemed, by virtue of or pursuant to this Lease, for any purpose whatsoever, to be an agent or employee of Landlord, but rather, shall be deemed to be and is intended to be, an independent contractor. No work or activity, including but not limited to renovation, reconstruction, or removal of any improvements on the Premises, or any business activity or operations of any kind on the Premises, conducted by Tenant or anyone in privity with or operating allegedly or in fact under, for, or on behalf of Tenant, shall ever be deemed to be a public work of or on behalf of Landlord for any purpose whatsoever.

13. Liens. Tenant shall keep the Landlord's fee estate and Tenant's Leasehold estate in the Premises free and clear from all mechanics', materialmen's and other liens for work or labor done, services performed, materials or appliances contributed, used or furnished in or about the Premises in connection with any operations of Tenant, or any alteration, rehabilitation, restoration, improvements, repairs or reconstruction which Tenant may make or any work or construction permitted by Tenant on or about the Premises. If Tenant desires to contest any lien of the nature set forth in this Section 13, it shall notify Landlord of its intention to do so within thirty (30) days after the recording of such a lien, and Tenant shall protect and indemnify Landlord against all losses, expense and damage resulting therefrom. In such case,

Tenant shall not be in default hereunder until thirty (30) days after the final determination of the validity thereof, within which time Tenant shall satisfy and discharge such lien to the extent held valid, and all penalties, interest, and costs in connection thereof. Tenant shall upon request of Landlord's Comptroller furnish proof of or provision for payment of all contractors, subcontractors, materialmen or suppliers, or lien waivers therefrom, with respect to any work on the Premises.

14. Indemnification. Tenant shall save harmless from, and indemnify, Landlord against any and all liens, costs, liabilities, claims, losses, damages, judgments, and expenses (including but not limited to reasonable attorney's fees) of any kind, incurred by or asserted or rendered against Landlord, by reason of this Lease, the Premises or any condition thereon or therein, or any act, conduct, omission, activity, or operation of Tenant, or any person claiming under or acting for or on behalf of Tenant in any capacity whatever. Nothing herein contained shall be construed to make Tenant or any person claiming under or acting or on behalf of Tenant in any capacity whatever the agent of the Landlord for the purpose of binding the Landlord or the Premises for any purpose, including but not limited to, the payment of contractors, subcontractors, mechanics or materialmen's liens under the present or any future laws of the State of Missouri, but all improvements made or erected on the Premises or any part hereof by the Tenant or persons claiming by, through or under the Tenant shall be furnished and erected solely on the credit of the Tenant and Tenant's interests in the Leasehold term hereby created and shall under no circumstances be binding upon the estate of the Landlord in the Premises.

15. Compliance with Laws. Tenant covenants that it will comply with all laws, statutes, ordinance and regulations applicable to the Premises relating to use or occupancy thereof or to the making of repairs or alterations thereto, and will indemnify and hold Landlord harmless from any liability or expense as owner of the Premises with respect thereto including all reasonable costs and attorney's fees, that Landlord may have or incur in connection therewith.

16. Surrender. At the expiration or other termination (by forfeiture or otherwise) of this Lease and subject to applicable laws, statutes, ordinances and regulations of governmental authorities having jurisdiction with respect to the Premises, Tenant shall surrender the Premises in good condition and repair, ordinary wear and tear expected, provided, however, Tenant shall be entitled, but not obligated to remove all or any improvements, furniture, machinery, trade fixtures, and equipment located on the Premises and installed by Tenant

during the term hereof. If Tenant elects to remove such improvements, furniture, machinery, trade fixtures or equipment, Tenant shall do so at its own cost and without costs to Landlord.

17. Condemnation. (a) If, as a result of condemnation, the entire Premises and all interests therein shall be taken, this Lease shall terminate as a result of the taking on the date of vesting of title in the condemnor pursuant to such condemnation and the rent and payment provided for in Section 6 hereof shall be apportioned as of such date, but the termination shall not affect the right of either party to receive compensation for its loss resulting from the taking in the condemnation. (b) If less than the entire Premise shall be taken as a result of any condemnation and the portion of the Premises remaining after the taking shall be insufficient for the reasonable needs of the business or businesses conducted on the Premises, Tenant may terminate this Lease upon vesting of title in the condemnor and the rent provided for in Section 6 hereof shall be apportioned as of the date of such termination, but the termination shall not affect the right of either party to receive compensation for its loss resulting from the taking in the condemnation. (c) If a part of the Premises is taken in condemnation and this Lease is not terminated pursuant to the provisions of subsection 17(b), then this Lease shall terminate as a result of the taking as to the portion of the Premises so taken upon vesting of title in the condemnor, but the partial termination shall not affect the right of either party to receive compensation for its loss resulting from the taking in the condemnation. This Lease shall remain in full force and effect as to the portion of the Premises not taken, provided that (i) Tenant may, at Tenant's option and at its sole cost and expense, promptly restore all buildings or improvements located on the Premises of which any part has been taken to a complete architectural unit; and (ii) if Tenant so elects to restore any such building or improvements the Landlord shall pay to or at the direction of Tenant the cost of restoration to the extent of the net amount of any award that may be received by Landlord for physical damage to the buildings or improvements or properly allocable to physical damage to the buildings or improvements (which shall not be deemed to include the net amount of any award received by Landlord which is properly allocable to the Landlord's interest in the land, exclusive of improvements, taken); and (iii) there shall be an equitable reduction in the rent provided for in Section 6 hereof.

18. Damage to Premises. In the event the Premises or any sublet unit thereof shall be damaged so as to be rendered untenable for a period of one hundred eighty days or more, then and in the event, the payment of the first subsequent annual rental installment for the Premises, if the entire Premises have been so

rendered untenable, or, that portion of such annual rental installment allocable to such sublet unit hereunder, may be deferred until the date for payment hereunder of the second subsequent annual rental installment after the date of the event of such damage.

19. Subleasing; Assignment and Conveyance. Tenant may sublet or convey the Premises to sublessees or Unit Owners by deed, assignment of this Lease, subleases, or any other form of transfer or conveyance, consistent herewith, subject, however, to the prior written approval of the transferee and of the form and content of all instruments of transfer or conveyance by Landlord's Board of Estimate and Apportionment. Subject to prior written approval of any assigns or sublessee (other than individual Tenants or residents of the proposed elderly housing facility) and of the form and content of all such assignments or subleases (other than to individual Tenants of the proposed housing facility) by Landlord's Board of Estimate and Apportionment. Tenant or sublessees may assign this Lease or sublet or sub sublet the Premises or any part thereof for the uses permitted by this Lease and may place one or more mortgages or deeds of trust on the Leasehold as security for loans to finance or maintain the improvements to be constructed, rehabilitated or replaced by Tenant or sublessees and lender or bondholders shall have a right to assume the encumbered Leasehold interest in the event of a mortgage or deed of trust default or foreclosure; provided, however, no such assignment, subletting, mortgage or deed of trust shall have the effect of conveying, imperiling or prejudicing Landlord's ownership of the Premises or Landlord's fee title to the Premises and shall be subject to all the terms of this Lease. Landlord and Tenant shall execute all addendums and amendments to this Lease as may be requested by any lender contemplated hereunder, provided the form and content of such amendment is acceptable to Landlord in its reasonable discretion. Tenant shall notify Landlord in writing within ten (10) days after any payment in full; prepayment or refinancing, of any loans secured by an interest in the Leasehold or execution of any mortgage or deed of trust. Approval of a transferee, assignee, sublessee shall not be denied hereunder if such transferee, assignee, or sublessee is either a corporation in which W.A.T. Dignity Corporation is a member or a general partner.

20. Real Estate Tax Abatement. All other provisions of this Lease notwithstanding pursuant to the authority granted in Ordinance No. 191 of the City of St. Louis which provides for real estate tax abatement to the Premises pursuant to Chapters 99 and 353 the Lessee shall have the authority in order to secure said real estate tax abatement to transfer the Lease to the Land Clearance for Redevelopment Authority of the City of St. Louis and to WAT Dignity

Urban Redevelopment Corporation and then back to the Lessee without securing additional approval from the Landlord or its Board of Estimate and Apportionment.

21. Default. The following events (❖Defaults❖) shall entitle Landlord to the remedies hereinafter provided:

(a) Failure by Tenant to make any payment or rent hereunder as and when due:

(b) Failure by Tenant to maintain insurance in effect on the Premises as required hereunder, or to reimburse Landlord for premiums paid by Landlord hereunder.

(c) Failure by Tenant to observe or perform any other covenant, agreement, condition, promises, undertaking or obligation whatsoever of Tenant hereunder.

(d) Tenant❖s (i) admission in writing of its inability to pay its debts as they become due; or (ii) filing of a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future Federal or State Statute or regulation, or filing of a pleading asking for such relief; or (iii) making an assignment for the benefit of its creditors; or (iv) consenting to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or shall fail to have vacated or set aside the appointment of any trustee, receiver or liquidator which was made without Landlord❖s consent or acquiescence; or (v) being finally adjudicated as bankrupt or insolvent under any Federal or State law; or (vi) being subject to any proceeding or suffering the entry of a final and non appealable court order, under any Federal or State law appointing a receiver, trustee or liquidator for all or a major part of its property or ordering the winding up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not the subject of the Landlord❖s consent, shall not be dismissed, vacated, denied, set aside or stayed within 60 days after the day of entry or commencement; or (vii) suffering a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(e) Tenant shall vacate or abandon the Premises, and the same shall remain uncared for and unoccupied for a period of 60 days.

22. Remedies. In addition to any other remedy available at law or in equity:

(a) in case of any Default as defined in Section 21(a) and (b) hereof, if Tenant shall fail to cure such Default within fifteen (15) days after notice of any such Default given by Landlord, the City Comptroller or the City Counselor to Tenant and to any person or entity which shall have given notice to Landlord that such person or entity holds a mortgage or deed of trust or other security interest in the Leasehold estate of the Tenant;

(b) in the case of any Default as defined in Section 21(c) hereof, if Tenant shall fail to cure such Default within thirty (30) days after notice of such Default given in the manner and to the parties referred to in subsection 22(a) above and if such Default cannot be cured within the thirty (30) day notice period, then if Tenant shall either fail to commence efforts to cure the Default within the thirty (30) day notice period or fail after such commencement to diligently proceed with efforts to cure such Default;

(c) in the case of any Default as defined in Section 21 (d) (subject to any then applicable Federal law) or 21 (e) hereof, immediately; then in any such event, Landlord may either:

(i) terminate this Lease, and with or without process of law, expel and remove Tenant, or any other person or persons in occupancy from the Premises, together with their goods and chattels, using such forces as necessary in the judgment of Landlord or its agents in so doing, and repossess the Premises; or

(ii) terminate Tenant's right to possession only, without terminating this Lease, and with or without process of law, expel and remove Tenant, or any other person in occupancy from the Premises, together with their goods and chattels, using such forces as may be necessary in the judgment of the Landlord or its agents in so doing, and repossess the Premises without such entry and possession terminating this Lease or releasing Tenant in whole or in part from Tenant's obligation to pay rent hereunder for the full term hereof. Upon and after entry into possession without termination of the Lease, Landlord shall use its best efforts to relet the Premises or any part thereof for the account of the Tenant, for such rent, (including a Term beyond the term hereof, the part of any such term which is beyond Term hereof shall not be chargeable to Tenant's account), and upon such terms and conditions as Landlord, in Landlord's sole discretion, shall determine, and Landlord shall apply all rents received upon

such a renting as follows: (A) first, to the payment such reasonable expenses as Landlord may have incurred in recovering possession of the Premises (including legal expenses and attorney's fees) and in putting the same into order or condition for rental and renting of the Premises; and (B) then to the fulfillment of the covenants of Tenant hereunder. If the consideration collected by Landlord upon any such reletting for the account of Tenant is not sufficient to pay in full the amount of rent reserved in the Lease whether with the items and expenses enumerated in subsection (A) and (B) above, then Tenant shall pay to the Landlord the amount of each yearly deficiency upon demand. In the event the rents collected by Landlord from any such reletting for Tenant's account exceed payment of the expenses enumerated in subsections (A) and (B) above and exceed the amount of the rent reserved in this Lease as it becomes due, such excess shall be utilized by Landlord to be applied against any subsequent deficiency and any excess remaining at the term of this Lease shall be returned to Tenant.

23. Acceptance of Others Upon Default. In the event of any Default hereunder by Tenant which would otherwise permit Landlord to terminate this Lease, Landlord shall accept and attorn to any approved sublessee or mortgage hereunder as a Tenant under this Lease upon the cure of all defaults or breaches hereunder, within the times provided in Section 22 of this Lease, either with respect to the Premises or that portion thereof sublet to or subject to the mortgage such sublessee or mortgage, including without limitation the payment of all back arrearage of rent and other sums required to be paid thereunder by Tenant. Upon Landlord's acceptance of such attornment to such sublessee or mortgage the sublessee or mortgagees shall have the rights and obligations of the Tenant and such party and Landlord shall promptly execute all documents necessary to evidence such acceptance and attornment.

24. Notice. All notices and all rent and other payments required under the terms of this Lease shall be made in writing and personally delivered or deposited in the United States mail, as registered or certified matter, return receipt requested, addressed as follows:

if to Landlord:

Comptroller of the City of St. Louis
City Hall, Room 211
Tucker Boulevard and Market Street
St. Louis, Missouri 63103

if to Tenant:

W.A.T. Dignity Corporation
209 East Kirkham Square
St. Louis, Missouri 63119

with a copy to:

S. Jerome Pratter, Esq.
The Stolar Partnership
911 Washington Avenue
St. Louis, Missouri 63101

or to such other address of which Tenant or Landlord shall give written notice to the other as provided in this Section 24. Any notice or payment, unless otherwise provided herein, shall be deemed to be given on the date the same is personally delivered or deposited in the United States mail, as registered or certified matter, postage prepaid.

25. Binding Effect. All of the terms and conditions of this Lease shall bind and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

26. Non Discrimination. Tenant agrees that in the use of the leased property or in the use of any property used in connection with the leased property, Tenant will not exclude or discriminate against any person solely because of race, color, or creed, or for any reason not sanctioned by law and not applicable alike to persons generally in the use of said property.

27. Estoppel. Promptly on request of Tenant, Landlord shall from time to time execute estoppel certificates stating that this Lease is then in full force and effect, that rent has been paid through the date of the certificate, and that the Landlord knows of no default by Tenant hereunder, or if any of such facts are not true, then stating specifically in what respect they are not true.

28. Right of Access of the Premises. The Tenant agrees that the Landlord and its duly authorized agents shall have the right at reasonable times (during business hours), subject to the Tenant's usual safety and security requirements, to enter upon the Premises (i) to examine and inspect the Premises without interference or prejudice to the Tenant's operations, (ii) to ascertain Tenant's compliance with this Lease and applicable ordinances and (iii) exhibiting the Premises to prospective purchasers, lessees or trustee.

29. Remedies. All of the remedies provided for herein are cumulative, and given without impairing any of the rights or remedies of Landlord. The failure of any party to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that it may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

30. Net Lease. The parties hereto agree that this Lease shall be deemed and construed to be a **Net Lease**.

31. Amendment. This Lease may be modified, amended or surrendered only by an instrument in writing duly executed by the Landlord or Tenant.

32. Headings. The titles of the sections of this Lease are for convenience only and shall not be considered as part of the Lease for purposes of construction of the terms and conditions hereof.

33. Recording. Tenant shall, at its own expense, record this Lease and any amendments or modifications thereto in the Office of the Recorder of Deeds of the City of St. Louis.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

Attest:

City Register

Approved as to form:

City Counselor

CITY OF ST. LOUIS

By:

Clarence Harmon

Mayor

By:

Darlene Green

Comptroller

W.A.T. DIGNITY CORPORATION

By:
Name:
Title:

STATE OF MISSOURI)

) ss. On this ____ day of _____, 1999, before me
CITY OF ST. LOUIS) appeared Clarence Harmon, and Darlene Green, to me personally known, who being by me duly sworn did say that they are the Mayor and the Comptroller of THE CITY OF ST. LOUIS, and that they are authorized to execute the Lease on behalf of the City by authority of Ordinance _____ and they acknowledge said instrument to be the free act and deed of the City.

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

Notary Public

My term expires:

STATE OF MISSOURI)

) ss. On this ____ day of _____, 1999, before me
CITY OF ST. LOUIS) appeared , to me personally known, who being by me duly sworn did say that he is the President of W.A.T. DIGNITY CORPORATION, as corporation organized under the laws of the State of Missouri, that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed in behalf of the corporation by authority of its Board of Directors; and he acknowledged the instrument to be the free act and deed of the corporation.

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

Notary Public

My term expires:

EXHIBIT A

LEGAL DESCRIPTION FOR LEASE OF HOMER G. PHILLIPS HOSPITAL PROPERTY

PARCEL A

A legal description of the tract of land in blocks 6 and 7 of subdivision of the eastern portion of property belonging to the Estate of Honorable Robert Wash, deceased, situated in the Grand Prairie Common Fields (recorded in Plat Book 6, page 89) and being the former Homer G. Phillips site, by Ordinances 33812,33363 and 47509, excepting therefrom a parcel of land containing the former Hospital's Nurse Residence (presently leased by City to Annie Malone Children Home by Ordinance 59437), excepting also therefrom a parcel of land containing the present Homer G. Phillips Clinic building, said tract being part of City blocks 3675 and 3676 and also vacated eastern portion of Cottage Avenue by Ordinance 39375, vacated east west alley in City Block 3675 by ordinance 33812, vacated east west alley and northern portion of north south alley in City Block 3676 by Ordinances 33812, and being more fully described as follows:

BEGINNING at the intersection of the western right of way line of Whittier Street, 60 feet wide and the southern right of way line of Kennerly Avenue, 70 feet wide, thence south 30 degrees 00 minutes 00 seconds west along said western line of Whittier Street, a distance of 608.31 feet to a point in the former northern right of way line of St. Ferdinand Avenue, 50 feet wide; thence north 59 degrees 58 minutes 35 seconds west along said northern line of St. Ferdinand Avenue, a distance of 135.50 feet to a point; said point being 10 feet east of said Clinic Building; thence north 30 degrees 04 minutes 04 seconds east along a line parallel to and 10 feet east of the said Clinic Building a distance of 36.46 feet to a point, said point being 10 feet north and 10 feet east of north eastern corner of said Clinic Building; thence north 59 degrees 47 minutes 24 seconds west along a line parallel to and 10 feet north of the Clinic Building a distance of 34.05 feet to a point; thence north 30 degrees 18 minutes 48 seconds east along a line parallel to and 10 feet east of enclosed walkway between said Clinic Building and former Homer G. Phillips Hospital Building a distance of 89.50 feet to a point; thence north 60 degrees 57 minutes 11 seconds west along a line parallel to and on the southern line of former Homer G. Phillips Hospital a distance of 30.38 feet to a point; thence south 30 degrees 00 minutes 31 seconds west along a line parallel to and 10 feet west of enclosed walkway between said Clinic Building and former Homer G. Phillips Hospital a distance of 89.53 feet to a point; thence north, 59 degrees 56 minutes 45 seconds west along a line parallel to and 10 feet north of said Clinic Building a distance of 55.62 feet to a point , said point being 10 feet north and 10 feet west

of northwestern corner of said Clinic Building, thence south 29 degrees 57 minutes 11 seconds west along a line parallel to and 10 feet west of the Clinic Building a distance of 36.07 to a point in the former northern right of way line of St. Ferdinand Avenue 50 feet wide; thence north 59 degrees 58 minutes 35 seconds west along said former northern line of said avenue a distance of 134.23 feet to a point in the eastern line of vacated north south 15 feet wide alley in City Block 3676; thence north 29 degrees 01 minutes 46 seconds east along said eastern line of said north south alley, a distance of 179.17 feet to a point; thence north 59 degrees 58 minutes 35 seconds west, a distance of 30.00 feet to a point; thence north 29 degrees 01 minutes 46 seconds east, a distance of 100.00 feet to a point in the southern right of way line of Cottage Avenue, 50 feet wide; thence south 59 degrees 58 minutes 35 seconds east, along said southern line of Cottage Avenue, a distance of 30.00 feet to a point; thence north 29 degrees 01 minutes 46 seconds east along said eastern line of Cottage Avenue and continuing along the eastern right of way line of north south 15 feet wide alley in City block 3675 a distance of 329.25 feet to a point in the southern right of way line of Kennerly Avenue, 70 feet wide; then south 59 degrees 58 minutes 35 seconds east along said southern line of Kennerly avenue, a distance of 399.53 feet to the point of beginning and containing 235,876.71 square feet or 5.415 acres more or less.

PARCEL B

A track of land in City Block 3677 and being in Block 5 of Wash[◆]s Estate Subdivision and being all of Lots 1 through 8 and southern part of Lot 9, and Lots 12 through 14 and Lots 39 through 41 and that portion of the north south alley vacated by Ordinance 47509 and the western portion of the east west alley vacated by Ordinance 47509 abutting aforesaid Lots 12 through 14 and Lots 39 through 41 and more fully described as follows:

BEGINNING at the intersection of the line of North Market Street, 50 feet wide, and the eastern line of Anne Malone Drive, 60 feet wide, thence north 29 degrees 01 minutes 46 seconds east a distance of 206.13 feet along said western line of lots 1 through southern part of Lot 9 to a point, said point being the southwest corner of a tract of land now or formerly conveyed to St. Phillips Evangelical Lutheran Church by deed recorded in Book 6392 on Page 437 of the City of St. Louis Recorder; thence south 59 degrees 58 minutes 35 seconds east along the southern line of said St. Phillips Evangelical Lutheran Church tract a distance of 144.99 feet to a point on the western line of said Lot 12 in City Block 3677, said point being the eastern line of a former 15 feet wide alley; thence north 29 degrees 01 minutes 26 seconds east along the western line of said Lot 12 to the northwestern corner of Lot 12 being a distance of 73

feet more or less also to the southern line of former vacated St. Ferdinand Street, 50 feet wide; thence south 59 degrees 58 minutes 35 seconds east along the northern line of said Lots 12 through 14 a distance of 75 feet to a point in the northeastern corner of said Lot 14; thence south 29 degrees 01 minutes 46 seconds west along said eastern line of Lot 14 and continuing southwardly across said vacated 15 feet wide former east west alley and continuing southwardly along the eastern line of Lot 39 a total distance of 279 feet more or less to a point in the northern line of North Market Street, 50 feet wide; thence north 59 degrees 58 minutes 35 seconds west along said southern line of Lots 39 through 41 and continuing across said vacated 15 feet wide north south alley and continuing along said southern line of Lot 1 to said southwestern corner of said Lot, total distance of 220 feet [^] more or less to the point of beginning and containing approximately 50,813.85 square feet or 1.1665 acres more or less.

EXHIBIT C

City/Regional areas within the Premises:

SECTION THREE: This Ordinance being deemed necessary for the preservation of the public health and welfare, it is hereby declared to be and emergency ordinance within the meaning of Article IV, Sections 19 and 20 of the Charter.

APPROVED: _____, 1999

Legislative History				
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND
07/24/98	07/24/98	PU	09/16/98	
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE
09/18/98			09/25/98	09/25/98
ORDINANCE	VETOED		VETO OVR	
64565				