BOARD BILL # 331 INTRODUCED BY ALDERWOMAN PHYLLIS YOUNG

An ordinance recommended by the Port Authority Commission of the City of St. Louis authorizing and directing the Mayor and the Comptroller to enter into a lease agreement between the City of St. Louis and Consolidated Grain and Barge Co., a Missouri Corporation, for certain land and mooring rights on the Unimproved Wharf for a period of ten (10) years commencing on the date of execution with three (3) five (5) year options, in substantially the form attached hereto and incorporated by reference herein as Exhibit 1, and containing an emergency clause.

SECTION ONE. The Mayor and Comptroller of the City of St. Louis are hereby authorized and directed to enter into a lease agreement with Consolidated Grain and Barge Co., a Missouri Corporation, for a period of ten (10) years commencing on the date of execution with three (3) five (5) year options, in substantially the form attached hereto and incorporated by reference herein as Exhibit 1.

SECTION TWO. Passage of this ordinance being necessary for the immediate preservation of public peace, health, safety, and general welfare of the residents of the City of St. Louis, shall be and 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, as such, this ordinance shall take effect immediately upon its passage and approval by the Mayor.

EXHIBIT 1

LEASE FOR LAND AND MOORING

This LEASE FOR LAND AND MOORING is made and entered into as of the _____ day of _____, 20___, by and between the City of St. Louis, a body corporate and a political subdivision duly organized and validly existing under its charter and the Constitution and laws of the State of Missouri (hereinafter called "Lessor"), and Consolidated Grain and Barge Co., a Missouri Corporation (hereinafter called "Lessee").

WITNESSETH:

1. The term "Lease" shall mean this agreement, including amendments thereto, together with any Exhibits, and the attached APPENDIX "A," and any amendments thereto.

2. That, for and in consideration of the rents hereinafter reserved to be paid by Lessee to the Lessor, and the mutual covenants and agreements herein contained, the Lessor hereby leases and lets to Lessee the following described land and mooring (the "Property"), to wit:

PARCEL A

From the point of intersection of the prolongation of the north line of Miller Street and the east line of Wharf, established by Ordinance No. 21236, in a northerly direction along said Wharf line a distance of One Hundred Three Feet (103') to a point, thence at an angle of Ninety degrees (90º) in a westerly direction a distance of Twenty-Five Feet (25') to the point of beginning. From the point of beginning along aforesaid line perpendicular to the east line of the Wharf a distance of One Hundred Forty Feet (140') to a point; thence at an angle of Ninety degrees (90º) in a northerly direction a distance of Two Hundred Twenty-Five Feet (225') to a point, thence at an angle of Ninety degrees (90º) in an easterly direction, a distance of One Hundred Forty Feet (140') to a point, thence at an angle of Ninety degrees (90º) in a southerly direction a distance of Two Hundred Twenty-Five Feet (225') to the point of beginning and containing approximately Thirty One Thousand Five Hundred Square Feet (31,500'). Also the mooring privileges beginning at a point One Hundred Three Feet (103') north of the intersection of the prolongation of the north line of Miller Street and the east line of the Wharf and extending northward for a distance of Two Hundred Twenty-Five Feet (225').

PARCEL B

Bounded on the north by a line parallel to and perpendicularly distant One Hundred Three Feet (103') north of the north line of Miller Street. Bounded on the east side by the top of the bank of the Mississippi River. Bounded on the south by a line parallel to and a perpendicular distance of Six Hundred Feet (600')

south from said north boundary line. Bounded on the west by a line parallel to and a perpendicular distance of Twenty-Five Feet (25') east of the Flood Wall, and containing approximately Twenty-Eight Thousand One Hundred Square Feet (28,100').

Also the mooring privileges beginning at a point One Hundred Three Feet (103') north of the intersection of the prolongation of the north line of Miller Street and extending southward a distance of approximately Six Hundred Feet (600').

3. The term of this Lease shall be for a period of Ten (10) years, beginning on the _____ day of _____, 20___, and terminating on the _____ day of _____ 20___, with three (3) five (5) year options, each option to be exercised with the mutual consent of the Lessee and the Lessor's Port Authority Commission and Board of Public Service which consent may be withheld for any reason or for no reason at all. Lessee must give six (6) months written notice to the Comptroller, Room 212, City Hall, St. Louis, Missouri 63103, prior to the expiration of this Lease or any extension thereof if it wishes to exercise an option to extend for an additional five (5) year period.

4. For the rights and privileges herein granted, the Lessee agrees to pay the rent as described in this Section 4.

An annual rental of Twenty Thousand Seven Hundred Eighty Two Dollars and Twelve Cents ($20,782.12) payable at a rate of One Thousand Seven Hundred Thirty One Dollars and Eighty Four Cents ($1,731.84) paid monthly in advance.

The rents to be paid to Lessor for the rights and privileges leased hereunder shall be subject to adjustments as provided by, and under the terms and conditions set forth in APPENDIX "A," which is attached hereto and incorporated by reference.

5. The Lessee shall use the property for only the purpose of cargo operations, including heavy lift and barge fleeting operations. The Lessee is responsible for all maintenance and repair requirements of the Property.

6. All other matters governing this lease are set forth in APPENDIX "A."

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Lease Agreement.

LESSEE:	LESSOR:
CONSOLIDATED GRAIN AND BARGE CO.	THE CITY OF ST. LOUIS
By: _____	_____
	Mayor
ATTEST:	_____
	Comptroller
	ATTEST:
	_____
	City Register
	APPROVED AS TO FORM, ONLY:
	_____
	City Counselor

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

On this _____ day of _____, 20___, before me appeared FRANCIS G. SLAY and DARLENE GREEN to me personally known, who being by me duly sworn did say that they are the Mayor and Comptroller of the City of St. Louis and that they are authorized to execute this Lease Agreement on behalf of the City of St. Louis under the authority of Ordinance No. _____ and acknowledge said instrument to be the free act and deed of the City of St. Louis.

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

_____

Notary Public

My Commission Expires:

(SEAL)

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

On this _____ day of _____, 20___ before me, a Notary Public in and for the City of St. Louis, Missouri, appeared_____ who, being sworn, did say that he is _____ of Consolidated Grain and Barge Co. and that said Lease Agreement was signed in behalf of said company by authority of instrument to be the free act and deed of said company.

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

_____

Notary Public

My Commission Expires:

(SEAL)