BOARD BILL # 332 INTRODUCED BY ALDERWOMAN DIONNE FLOWERS

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 Great Rivers Greenway District, for certain land on the Unimproved Wharf for a period of ten (10) years commencing on the date of execution with three (3) five (5) year 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 Great Rivers Greenway District, 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

This LEASE FOR LAND ("Lease") 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"), through its Mayor and Comptroller, and The Great Rivers Greenway District (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 (the "Property"), to wit:

> A TRACT OF LAND IN BLOCK 2541 AND PART OF THE WHARF LYING EAST OF BLOCK 661E IN THE CITY OF ST. LOUIS, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS:
>
> BEGINNING AT POINT ON THE SOUTH LINE OF PARCEL 17 OF PROPERTY DESCRIBED IN DEED TO THE METROPOLITAN PARKS AND RECREATION DISTRICT AS RECORDED IN BOOK 12222004 PAGE 153 OF THE ST. LOUIS RECORDS, BEING DISTANT SOUTH 68 DEGREES 28 MINUTES 22 SECONDS WEST 49.11 FEET FROM THE SOUTHEAST CORNER OF SAID PARCEL 17, BEING THE SOUTHWEST CORNER OF PROPERTY DESCRIBED IN DEED TO THE KIESEL COMPANY AS RECORDED INBOOK M1764 PAGE 4 OF THE ST. LOUIS CITY RECORDS; THENCE SOUTH 14 DEGREES 00 MINUTES 42 SECONDS EAST 755.34 FEET TO THE NORTH LINE OF BRANCH STREET, 50 FEET WIDE; THENCE ALONG SAID NORTH LINE OF BRANCH STREET SOUTH 68 DEGREES 30 MINUTES 45 SECONDS WEST 28.66 FEET TO A POINT; THENCE NORTH 14 DEGREES 00 MINUTES 42 SECONDS WEST 755.32 FEET TO SAID SOUTH LINE OF PARCEL 17; THENCE ALONG SAID SOUTH LINE OF PARCEL 17 NORTH 68 DEGREES 28 MINUTES 22 SECONDS EAST 28.66 FEET TO THE POINT OF BEGINNING AND CONTAINING 21,461 SQUARE FEET.

3. 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 Lessor the following rental:

> An annual rental of Three Thousand One Hundred Fifty Three Dollars and Twenty Nine Cents ($3,153.29) paid annually in advance.
>
> The rents to be paid to Lessor for the rights and privileges leased hereunder shall be subject to adjustments as provided by, and under the terms and conditions set forth in APPENDIX "A," which is attached hereto and incorporated by reference.

5. The above area shall be used only for the purpose of a bicycle and pedestrian facility.

6. The Lessor hereby waives the requirement of Section 5 of APPENDIX "A" only to the extent the Lessee be required to purchase and maintain environmental impairment liability insurance. All other requirements contained in APPENDIX "A" shall apply.

7. All other matters governing this lease, as well as rents, are set forth in APPENDIX "A."

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

LESSEE:	LESSOR:
THE GREAT RIVERS GREENWAY DISTRICT	CITY OF ST. LOUIS, MISSOURI
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 The Great Rivers Greenway District and that said Lease Agreement was signed in behalf of said authority to be the free act and deed of said authority.

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)