

1 **COMMITTEE SUBSTITUTE**

2 **BOARD BILL # 233** **INTRODUCED BY ALDERWOMAN PHYLLIS YOUNG**

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

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

13 **SECTION TWO.** Passage of this ordinance being necessary for the immediate
14 preservation of public peace, health, safety, and general welfare of the residents of the City of St.
15 Louis, shall be and is hereby declared to be an emergency measure within the meaning of
16 Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and, as such, this
17 ordinance shall take effect immediately upon its passage and approval by the Mayor.

1 **EXHIBIT 1**

2
3 LEASE AGREEMENT

4
5 This Agreement made and entered into as of the ____ day of _____, 2006,
6 by and between The City of St. Louis, a Municipal Corporation of the State of Missouri
7 (hereinafter called "Lessor"), through its Mayor and Comptroller and Fred Weber, Inc., a
8 Delaware Corporation, (hereinafter called "Lessee").
9

10 WITNESSETH:

11
12 1. That, for and in consideration of the rents hereinafter reserved to be paid
13 by Lessee to the Lessor, and the mutual covenants and agreements herein contained, the Lessor
14 hereby leases and lets to said Lessee the following described land/mooring, to wit:

15 PARCEL 1.

16 A tract of land being in the city of St. Louis, Missouri and being more particularly
17 described as follows:

18 Beginning at a point at the intersection of the Western Wharf Line and the North
19 Right-of-Way of Chouteau Avenue, 60 feet wide; thence along said North Right
20 of Way North 58 degrees 45 minutes 06 seconds West a distance of 144.79 feet to
21 a point; thence North 19 degrees 49 minutes 54 seconds East a distance of 19.15
22 feet to a point; thence North 47 degrees 20 minutes 54 seconds East a distance of
23 32.32 feet to a point; thence North 39 degrees 48 minutes 54 seconds East a
24 distance of 57.45 feet to a point; thence South 58 degrees 45 minutes 06 seconds
25 East a distance of 103.58 feet to a point in the said Western Wharf Line; thence
26 along said Wharf Line South 16 degrees 47 minutes 54 seconds West a distance
27 of 110.12 feet to the point of beginning and containing 13,451.5 square feet.

28 PARCEL 2.

29 A tract of land being in the city of St. Louis, Missouri and being more particularly
30 described as follows:

31 Beginning at a point of the intersection of the Western Wharf Line and the
32 Southern Right-of-Way Line of Convent Street, 50 feet wide; thence along the
33 Eastward prolongation of said South Right-of-Way of Convent Street 127.00 feet
34 of Harbor Point 24; thence Northwardly along the Harbor Point Line 56.64 feet to
35 its intersection with the Right-of-Way of the Flood Protection Project Reach 4,
36 which is the point of beginning of described property; thence North 20 degrees 00
37 minutes 08 seconds East a distance of 174.09 feet to a point; thence South 59

1 degrees 02 minutes 52 seconds East a distance of 47.96 feet to a point, thence
2 South 28 degrees 09 minutes 43 seconds West a distance of 36.33 feet to a point;
3 thence South 31 degrees 13 minutes 42 seconds West a distance of 130.47 feet to
4 a point; thence North 73 degrees 36 minutes 59 seconds West a distance of 16.56
5 feet to the point of beginning and containing 5,563.9 square feet.

6 PARCEL 3.

7 A tract of land being in the City of St. Louis, Missouri and being more
8 particularly described as follows:

9 Beginning at a point at the intersection of the Western Wharf Line and the South
10 Right-of-Way of Chouteau Avenue, 60 feet wide; thence along the Eastern
11 prolongation of said South Right-of-Way of Chouteau Avenue 100.00 feet to
12 Harbor Point 25, which is the point of beginning of described property; thence
13 Northwardly along the Harbor Point Line North 18 degrees 52 minutes 34
14 seconds East a distance of 192.81 feet to its intersection with the Right-of-Way of
15 the Flood Protection Project Reach 4; thence along said Right-of-Way South 70
16 degrees 32 minutes 15 seconds East a distance of 39.09 feet to a point 25 feet
17 from the Floodwall; thence parallel to the Floodwall South 14 degrees 18 minutes
18 44 seconds West a distance of 244.81 feet to a point; thence continuing parallel to
19 the Floodwall South 01 degrees 57 minutes 49 seconds West a distance of 180.16
20 feet to a point; thence South 30 degrees 57 minutes 08 seconds West a distance of
21 16.24 feet to a point; thence North 59 degrees 02 minutes 52 seconds West a
22 distance of 98.59 feet to a point in the Harbor Point Line; thence along said
23 Harbor Point Line North 20 degrees 00 minutes 08 seconds East a distance of
24 171.44 feet to the point of beginning and containing 22,444.3 square feet.

25 PARCEL 4.

26 A tract of land beginning in the City of St. Louis, Missouri and being more
27 particularly described as follows:

28 Beginning at a point at the intersection of the Eastern Wharf Line and the South
29 Right-of-Way of the MacArthur Bridge, 100 feet wide, thence Southwardly along
30 said Eastern Wharf Line 18 degrees 52 minutes 34 seconds West a distance of
31 370.17 feet to a point; thence continuing along said Wharf Line South 20 degrees
32 00 minutes 08 seconds West a distance of 222.27 feet to a point; thence North 59
33 degrees 02 minutes 52 seconds West a distance of 87.60 feet to a point; thence
34 Northwardly along a line 25 feet from and parallel to the Floodwall North 01
35 degrees 57 minutes 49 seconds East a distance of 171.91 feet to a point; thence
36 continuing parallel to said Floodwall North 14 degrees 18 minutes 44 seconds
37 East a distance of 291.66 feet to a point in the Right-of-Way of the Flood

1 Protection Project Reach 4; thence continuing along said Right-of-Way 61
2 degrees 42 minutes 22 seconds West a distance of 50.21 feet to a point; thence
3 continuing along said Right-of-Way North 09 degrees 25 minutes 55 seconds East
4 a distance of 110.64 feet to a point in the said South Right-of Way of MacArthur
5 Bridge; thence South 71 degrees 29 minutes 40 seconds East a distance of 230.94
6 feet to the point of beginning and containing 89,218.9 square feet. Furthermore,
7 800 linear feet of mooring privileges on the public wharf beginning at the
8 northern prolongation of Convent Street and extending northward Eight Hundred
9 Feet (800').

10 2. This Lease Agreement shall be for a period of ten (10) years, beginning on the
11 ___ day of _____, 2006, and terminating on the ___ day of _____ 20___, with three
12 (3) five year mutual options, each option to be exercised with the mutual consent of the Lessee
13 and the Lessor's Port Authority Commission and Board of Public Service. With respect to the
14 latter, said consent shall not be unreasonably withheld as long as Lessee is performing within the
15 terms of the Lease Agreement. Lessee must give six (6) months written notice to the
16 Comptroller, Room 212, City Hall, St. Louis, Missouri 63103, prior to the expiration of this
17 agreement or any extension thereof, if it wishes to exercise an option to extend the term for an
18 additional five (5) year period.

19 3. For the rights and privileges herein granted, the Lessee agrees to pay the Lessor
20 the following rental:

21 An annual rental of Thirty Thousand, Eight Hundred Eleven Dollars and Seventy
22 Four Cents (\$30,811.74) payable annually in advance.

23 The rents to be paid to Lessor for the rights and privileges leased hereunder shall
24 be subject to adjustments as provided by, and under the terms and conditions set forth in
25 APPENDIX "A" STANDARD PROVISIONS, LEASES OF WHARF LAND AND MOORING
26 RIGHTS", which is attached hereto and made a part hereof.

27 4. The above described areas shall be used for the following purposes: Parcel 1,
28 parking equipment; Parcel 2, stockpiling sand and related office uses (including but not limited
29 to scaling and ticketing); Parcel 3, storing sand and other bulk commodities and Parcel 4, storing
30 sand and other bulk commodities and mooring barges.

31 5. All other matters governing this lease as well as rents are set forth in said
32 APPENDIX "A".

1 STATE OF MISSOURI)
2) SS.
3 CITY OF ST. LOUIS)

4 On this ____ day of _____, 2006, before me personally appeared
5 _____, to me personally known, who, being by me duly sworn, did say that
6 _____ is the Mayor of the City of St. Louis, a municipal corporation of Missouri, and that said
7 instrument was signed by _____ on behalf of said City of St. Louis; and said Mayor
8 acknowledged said instrument to be the free act and deed of said City of St. Louis.

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

11 SEAL _____
12 Notary Public

13
14 My Commission Expires:

15 STATE OF MISSOURI)
16) SS.
17 CITY OF ST. LOUIS)

18 On this ____ day of _____, 2006, before me personally appeared
19 _____, to me personally known, who, being by me duly sworn, did say that
20 _____ is the Comptroller of the City of St. Louis, a municipal corporation of Missouri, and that
21 said instrument was signed by _____ on behalf of said City of St. Louis; and said Comptroller
22 acknowledged said instrument to be the free act and deed of said City of St. Louis.

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

25 SEAL _____
26 Notary Public

27
28 My Commission Expires:

October 12, 2006
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Board Bill No. 233CS

Sponsor: Alderwoman Phyllis Young

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

On this ____ day of _____, 2006, before me personally appeared _____ who, being by me duly sworn, did say that ____ is _____ of Fred Weber, Inc. and that the seal affixed to the foregoing instrument is the company seal of said company, and that said instrument was signed and sealed in behalf of said company by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said company.

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

Notary Public

My Commission Expires: