RESOLUTION 61

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF CHESTERFIELD TO EXECUTE A LEASE AGREEMENT ON BEHALF OF THE CITY WITH ARTHUR E. AND DOYLE E. GUSTUS.

WHEREAS, the City of Chesterfield, having reviewed various proposals to lease property for the location of the City of Chesterfield Department of Public Works; and

WHEREAS, after due consideration and public notice thereof, the City Council of the City of Chesterfield has determined that the best proposal is the proposal made by Arthur E. and Doyle E. Gustus;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

The City Administrator of the City of Chesterfield is hereby authorized to execute a lease with Arthur E. and Doyle E. Gustus for a building and land to house the Department of Public Works of the City of Chesterfield. Said lease is attached hereto and incorporated herein.

Said lease shall be in full force and effect from and after the passage of this Resolution and its approval by the Mayor.

Passed and approved this 5th day of JUNE, 1989.

Fred M Herbert
MAYOR

ATTEST:

Martha L. De May
CITY CLERK

KAVENEY, BEACH, BOND, ULLOM & BURCKE

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RAYMOND I. HARRIS
OF COUNSEL

May 19, 1989

Mr. Bill Hawn
Director of Public Works
City of Chesterfield
922 Roosevelt Parkway
Chesterfield, MO 63017

Re: Lease

Dear Bill:

I have reviewed the final draft of the Lease Agreement to which you sent to me and believe that it is approved to form. I would note that I believe that I have sent you, under separate cover, a copy of the Ordinance to be signed and passed by same, authorizing Mike Herring to enter into this Agreement. If you need anything further, please let me know.

Very truly yours,

Doug Beach

Douglas R. Beach

DRB:lb

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FORM 383 REVISED (1960) A DIVISION OF S.G. Adams CLASS A

COMMERCIAL LEASE

This Lease, made and entered into, this 1st day of July 1989,

by and between Arthur E. and Doyle E. Gustus

Parties hereinafter called Lessor, and

THE CITY OF CHESTERFIELD MISSOURI

hereinafter called Lessee,

WITNESSETH, That the said Lessor for and in consideration of the rents, covenants and agreements hereinafter mentioned and hereby agreed to be paid, kept and performed by said Lessee, or Lessees, successors and assigns, has leased and by these presents does lease to said Lessee the following described premises, situated in the City of Chesterfield State of Missouri, to-wit:

Premises

18446 Centaur Road, Chesterfield, MO

Use of Premises To have and to hold the same, subject to the conditions herein contained, and for no other purpose or business than that of

Public works Department and Outside Storage Area as deemed approiate for activities consistant with Chesterfields Public Works Department

Term and Rental for and during the term of Sixty Months (60)
commencing on the 1st Day July 1989
and ending on the 31st Day of July, 1992
at the ~~yearly rental of~~ Monthly Rental Rate $3,500 per month Dollars,
payable in advance in equal monthly installments of

$3,500.00 per month

This lease is expressly contingent upon the annual appropriation of funds each year to pay for the annual installments due under this lease, by the City of Chesterfield City Council

ADDENDUM TO LEASE BETWEEN ARTHUR E. AND DOYLE E. GUSTUS, LESSOR, AND THE CITY OF CHESTERFIELD, MISSOURI, LESSEE, DATED JULY 1, 1989

It is hereby agreed by and between Lessor and Lessee that the following provisions shall become a part of the Lease between Arthur E. and Doyle E. Gustus, Lessor, and the City of Chesterfield, Missouri, Lessee, dated July 1, 1989, to which this Addendum is attached, as fully as if contained in the printed form of said Lease:

1. Lessee shall be responsible for and pay all utility bills including fire protection fees, sewer service charges and any required municipal inspection fees. Lessee shall provide such portable fire protection equipment as required by applicable government authorities. Lessee agrees to construct it's own chain link fence from the rear building corner to the back fence.

2. Lessee agrees that it will not permit the accumulation of rubbish, garbage or other waste in and around the Demised Premises and in the event that Lessee fails to remove same promptly upon written notice from Lessor, Lessor shall have the right to remove same and cost of such removal shall be paid by Lessee as additional rental payable the following month. Disposal of rubbish shall not be by burning in or about the Demised Premises. Lessor reserves the right to approve the location of any and all trash containers located on the exterior of the Demised Premises. Lessor agrees to give Lessee 10 days notice prior to taking any self-help to measures as authorized in this paragraph.

3. Lessee agrees to make all arrangements for telephone communication systems, wired music and other communication systems direct with the utility or supplies and assumes all responsibility for scheduling and cost of installation. Lessor consents to the installation of any electronic equipment by Lessee, which Lessee shall be allowed to remove at the termination of this lease.

4. It is understood and agreed between the parties hereto that any charges against the Lessee by the Lessor for services or for work done on the premises by order of the Lessee or otherwise accruing under this contract shall be considered as rent due and shall be included in any lien for rent due and unpaid. Lessor to provide Lesseewith a waiver of payment for any sums due upon receipt of payment of Lessee.

5. Lessee agrees to pay his pro rata share of any increases in real estate taxes after the 1989 tax year. Lessee agrees to pay said increase when notified by Lessor of the additional amount due. The Lessee shall not be charged for any increase resulting from extraordinary improvements within other areas of the building that are not attributable to Lessee. The pro-rata share shall be Lessee's square footage as compared to the total net rentable footage of the demised building.

6. If Lessee shall fail to pay, when the same is due and payable, any rent, any additional rent, or any other charges required to be paid hereunder, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of one percent (1) per month. Lessor's acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount nor prevent Lessee from exercising any of the other rights and remedies available to Lessor. Any liability of Lessor for the payment of money under this Lease shall survive the termination date of this Lease.

7. The rights of the Lessee under this Lease shall be and are subject to and subordinated to the ground lease, if any, and the liens of any mortgages, deeds of trust (including blanket mortgages or deeds of trust covering the Leased Premises and/or other properties) or any other security interest which as been or which hereafter may be placed upon the Leased Premises, and to any and all advances to be made thereunder.

8. The provisions of this clause shall be self-operative; however, Lessee agrees that it shall on demand at any time or times, execute, acknowledge and deliver to Lessor any and all instruments in order to subordinate this Lease and Lessee's rights thereunder. In the event Lessor exercises its option to subordinate this Lease to any deed of trust or mortgage pursuant hereto Lessee shall at the option of the holder of said deed or trust or mortgage or to any purchaser attorn to said holder of any such deed of trust or mortgage or to any purchaser at any foreclosure sale thereunder. The foregoing provisions shall be applicable to any renewal, amendment, extension, consolidation, modification or replacement of any such first mortgage or deed of trust.

9. Should Lessee elect to buyout of the Lease, then upon written notice by the Lessee of their intent to buyout of the Lease, Lessor would initiate steps to start marketing the space to others. If such buyout occurs, any rent collected from others for any part of the remaining term of this lease, less marketing and leasing costs, would be paid back to the Lessee. Should Lessee elect to buyout the Lease, the buyout cost shall be three months rent or $10,500. due, upon formal notification in writing after 42 months of occupancy. It shall equal two (2) months rent ($7,000.00) after 50 months occupancy. Upon formal notification, all equipment and fixtures installed by the City are to be removed by the City at termination of Lease.

10. All equipment and "fixtures" installed by the City may be removed by the City at the termination of this lease, subject to repair of any damage to the building caused by said removal.