

A community committed to academic  
and personal success for every student



**MEMO TO: BOARD MEMBERS**

**FROM: JOHN SIMPSON**

**DATE: SEPTEMBER 8, 2016**

**RE: Webster Rock Hill Ministries: Radio Station Transmitter Installation**

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What follows is an information packet and agreement related to the installation of the proposed Rock Hill Ministries Radio Station transmitter equipment on top of the Roberts Gymnasium roof structure by utilizing the existing district antenna. In addition to a draft agreement, the information includes all of the equipment for installation along with several other related activities necessary to make the equipment operational (Reference "Paric" letter dated August 18, 2016).



August 18, 2016

Mr. Rob Steuber  
Webster Groves School District  
400 E Lockwood  
Webster Groves, MO 63119

Dear Rob:

As you know, I have been asked, on behalf of WRHM, to help coordinate the installation of a new Radio Antenna on the existing tower at WGHS. When I became involved there were a number of unanswered issues.

Those issues were regarding structural integrity of both tower and building components, electrical requirements and how to provide same, existing roof warranty issues, possible grounding of existing tower as well as access to equipment location by Radio Station personnel.

I will provide below our plan for each:

1. Attached Exhibit A are the structural design drawings provided by SSC Engineering showing guy wire attachment points at 2 locations on parapet walls as well as one on existing steel HVAC support just north of the tower. *REF. DIA S-1*
2. Roof warranty will remain intact by utilizing Taylor Roofing, original installer, to properly patch and seal, per manufacturer's recommendation, the two structural anchors at parapet walls.
3. Guy wires will be attached, 6 total, each at a high and low point on the tower and attaching at the 3 structural anchors. These will be installed, as well as the antenna itself, by SGR, Inc. Their quote is attached as Exhibit B. A Certificate of Insurance will be provided.
4. There is no electrical circuit available in the Penthouse nor is there any good method to pull a circuit from other panels within the building. After review with Vision Electric, we propose to replace the interior guts of the existing 100 amp panel located outside Coaches' office at the floor below. The current panel is an outdated fuse box that we will replace with a new interior breaker panel which will provide the district additional capacity and will allow us to run a new dedicated 20 amp circuit for the new antenna and associated equipment. Conduit will be installed surfaced mounted in the lobby area outside the Coaches' office and will penetrate the deck into



the penthouse. This work will be performed by Vision Electric and a Certificate of Insurance will be provided. Exhibit C provides information on new panel installation.

5. The existing tower has no current method of grounding, and never has to our knowledge. Vision Electric recommends that this tower be grounded to the existing building structure per NEC recommendations by attaching a #2 copper wire to the building steel beam within the Penthouse. Attached Exhibit D was provided by Vision Electric to show adherence to NEC recommendations.

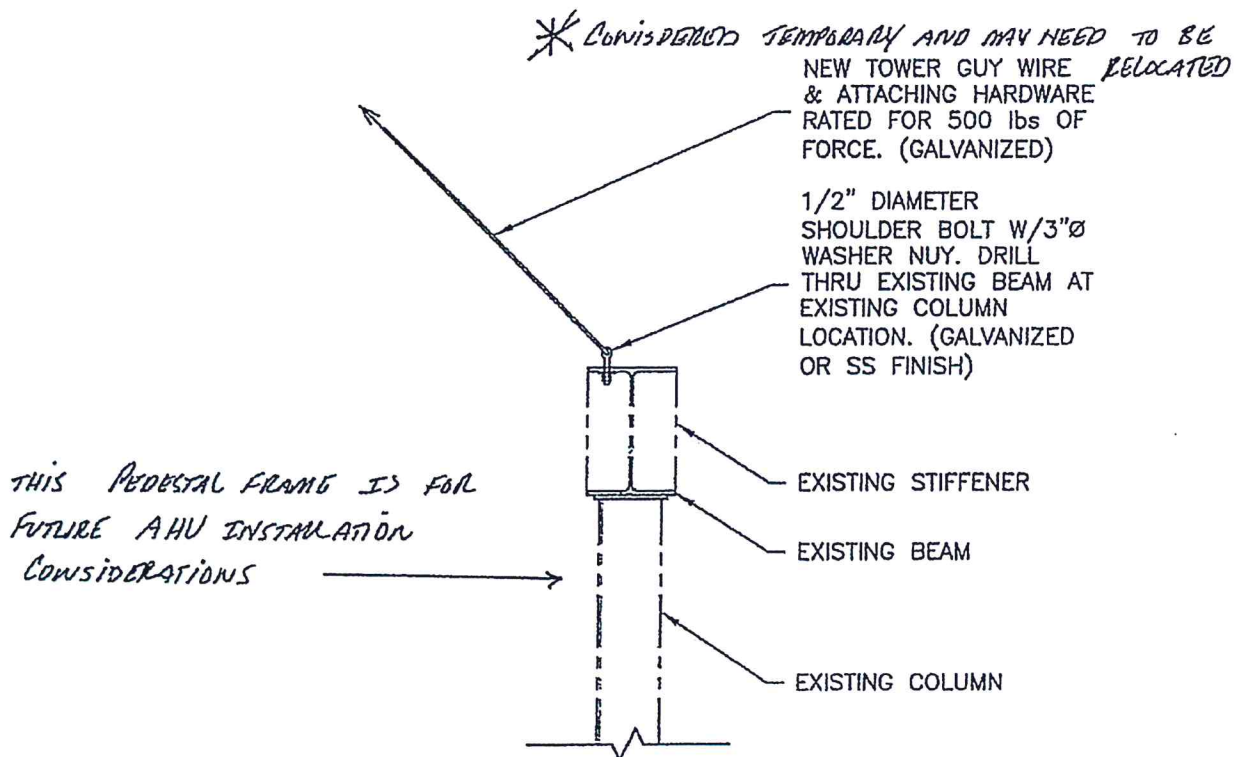
6. Access to building will be based upon School Districts standard hours of operation. Access for general maintenance will be very minimal.

Please call if you have any questions or if you feel I have missed something. We are asking for School District approval, and documentation of same, prior to submitting to City of WG for permit.

Sincerely,

PARIC CORPORATION

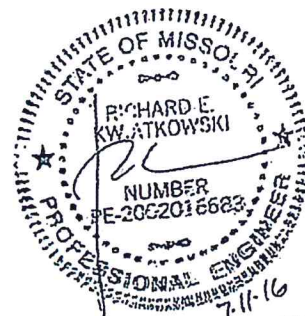
Steven D Beck  
Vice President



# SECTION THRU NEW GUY WIRE POINT OF ATTACHMENT

1

Scale: 3/4"=1'-0"



*EXHIBIT "A"*

**SSC**  
Engineering, Inc.  
18207 E Olson Avenue  
Channahon, Illinois 61005  
Phone: 815.330.7170 Fax: 815.330.7877  
Missouri Certificate of Authority #110 001244

NEW PROJECT FOR:  
**Webster Groves  
Radio Tower**

Project Location

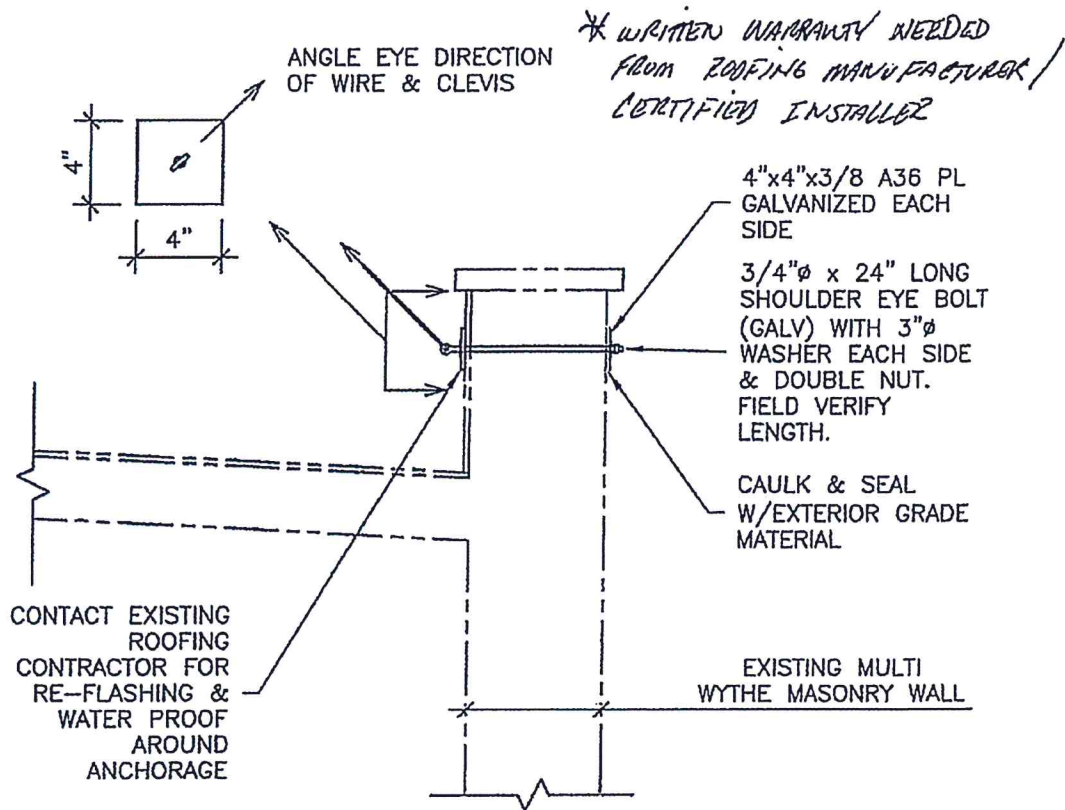
PROJECT NO.  
2016200

DATE  
06-27-16

DRAWING NO.

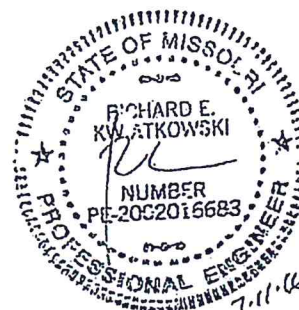
**S-1**





2 SECTION @ EXISTING PARAPET

Scale: 3/4"=1'-0"



**SSC**  
Engineering, Inc.

18707 E. 1st Avenue  
Chesterfield, Missouri 63005  
Phone: 636-533-7770 Fax: 636-530-7477  
Missouri Certificate of Authority #19C 001244

NEW PROJECT FOR:  
**Webster Groves  
Radio Tower**

Project Location

PROJECT NO.  
2016200

DATE  
06-27-16

DRAWING NO.

**S-2**



14 June 16

2330 Wengler AVE. Overland, MO 63114 (314) 427-7584 | Schutt32@charter.net

Webster Groves High School

100 Selma Ave

St. Louis, Mo. 63119

Re: 50' bracketed roof-mounted  
Rohn 25 G tower

Bruce,

S. B. R. Inc will install 2 sets of E.H.S. -  $\frac{3}{16}$ "  
guywires attached at 23' & 45' level. 2 of the  
anchors will be installed on the outer walls  
of the gymnasium with  $\frac{3}{4}$ " x 24" eyebolts with  
backup plates. Webster Groves High School will  
furnish their roofing contractor to seal around  
eyebolts. The 3<sup>rd</sup> anchor will be secured to the base  
steel for the AC unit in front of the tower.

NOTE IN  
FULL

**Tower Sales, Erection and Maintenance**

**Microwave and 2-way Antenna Sales, Erection and Maintenance**

S. G. R. Inc will then remove old antenna and coax. S. G. R. Inc will then install new FM bay and coax. S. G. R. Inc will do the above work for the price of ~~\$6500.00~~. The adjusted price would be ~~\$5800.00~~

NO COSTS TO DISTRICT

Sincerely,  
Richard A Schutt



Powering Business Worldwide

## Detail Bill of Material

Page 1 of 1

Project Name: Webster Groves School  
General Order  
No:

Negotiation No: ST220802X6K1  
Alternate No: 0000

Item No.	Qty	Product	Description
	1	Panelboards	30 Circuits, 100A, Fully Rated, 120/240V 1Ph 3W, Aluminum Bus, 10k AIC, [Bottom Fed], Flush Mounted

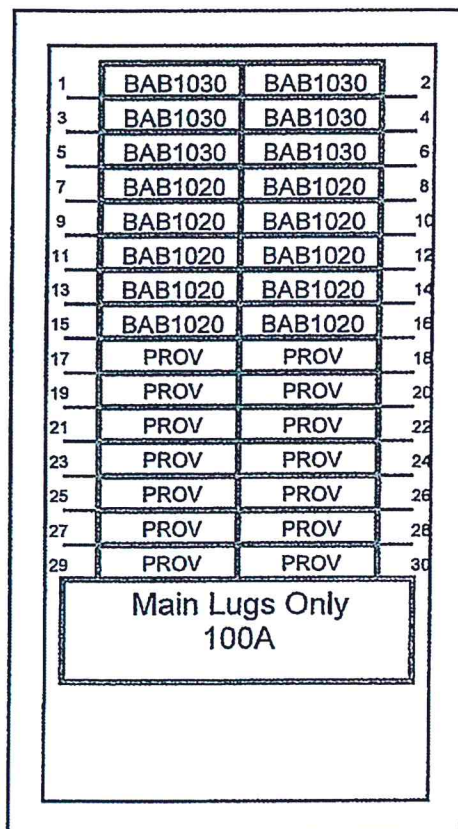
Catalog No P1RL13A130  
Designation

Qty	List of Materials
1	Retrofit Panel, 100A, Main Lugs Only
6	30A, 1P BAB Branch Breaker
10	20A, 1P BAB Branch Breaker
1	Custom Retrofit Trim
1	No Enclosure: No Box
1	Existing can is 29" H x 21" W x 5 1/2" D
1	Trim to measured after interior is mounted in the existing can

Eaton Selling Policy 25-000 applies.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.





# General Information

(Section 1 of 1)

Service Voltage: 120/240V 1Ph 3W Enclosure: None  
 Bus Rating & Type: 100A Aluminum Neutral Rating: 100A  
 Ground Bar: Std. Bolted Aluminum, Al or Cu cable  
 S.C. Rating: 10k A.I.C. Fully Rated

Main Device Type: Main Lugs Only - Bottom Cable Entry - A & C Phase Connection  
 Main Terminals: Mechanical - (1) #14-1/0 (Cu/Al)  
 Neutral Terminals: Mechanical - (1) #14-1/0 (Cu/Al)  
 Box Catalog No.: No Box  
 Trim: Custom Retrofit Trim (Define on Notes Tab)

Flush Mounted

Renovation Chassis Catalog Number P1RL1A130  
 Min. Gutter Size: Top = " [0.0mm] Bottom = " [0.0mm]  
 Left = " [0.0mm] Right = " [0.0mm]

Panel ID Nameplate:  
 Type:

UL

Trim Lock: Standard Latch & Lock  
 Circuit Directory: Plastic Sleeve with Card

## Device Modifications: Ref # Description

Branch Devices						
Qty	Poles	Trip	Frame	Amps	kAIC	
10	1	20	BAB	100	10	
6	1	30	BAB	100	10	
14	1		PROV			

Notes:  
 Trim to measured after interior is mounted in the existing can  
 Existing can is 29" H x 21" W x 5 1/2" D

The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.

PREPARED BY STEPHEN GOEDEKE	DATE 8/18/2016	Eaton			
APPROVED BY	DATE	JOB NAME Webster Groves School	DESIGNATION		
VERSION 1.0.0.10	TYPE PRL1R		DRAWING TYPE Customer Approval		
REVISION 0	DWG SIZE A	G.O.	ITEM	SHEET 1 of 1	

NEG-ALT Number  
 ST220802X6K1-0000

**Beck, Steve**

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**From:** Matt Kahrhoff <mattkahrhoff@visionmo.com>  
**Sent:** Wednesday, August 17, 2016 11:39 AM  
**To:** Beck, Steve  
**Subject:** WGHS

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Steve,

In regard to the grounding of the cell tower at WGHS, the installation as quoted will adhere to the National Electrical Code section for Receiving Stations – Section 810.21. When reviewing, please note that the bonding conductor we will be installing is copper, not aluminum or copper-clad.

**810.21 Bonding Conductors and Grounding Electrode Conductors — Receiving Stations.**

**(A) Material.** The bonding conductor or grounding electrode conductor shall be of copper, aluminum, copper-clad steel, bronze, or similar corrosion-resistant material. Aluminum or copper-clad aluminum bonding conductors or grounding electrode conductors shall not be used where in direct contact with masonry or the earth or where subject to corrosive conditions. Where used outside, aluminum or copper-clad aluminum conductors shall not be installed within 450 mm (18 in.) of the earth.

**(B) Insulation.** Insulation on bonding conductors or grounding electrode conductors shall not be required.

**(C) Supports.** The bonding conductor or grounding electrode conductor shall be securely fastened in place and shall be permitted to be directly attached to the surface wired over without the use of insulating supports. -

**(D) Physical Protection.** Bonding conductors and grounding electrode conductors shall be protected where exposed to physical damage. Where the bonding conductor or grounding electrode conductor is installed in a metal raceway, both ends of the raceway shall be bonded to the contained conductor or to the same terminal or electrode to which the bonding conductor or grounding electrode conductor is connected. – *not applicable*

**(E) Run in Straight Line.** The bonding conductor or grounding electrode conductor for an antenna mast or antenna discharge unit shall be run in as straight a line as practicable.

**(F) Electrode.** The bonding conductor or grounding electrode conductor shall be connected as required in (F)(1) through (F)(3).

**(1) In Buildings or Structures with an Intersystem Bonding Termination.** If the building or structure served has an intersystem bonding termination as required by 250.94, the bonding conductor shall be connected to the intersystem bonding termination.

**(2) In Buildings or Structures with Grounding Means.** If the building or structure served has no intersystem bonding termination, the bonding conductor or grounding electrode conductor shall be connected to the nearest accessible location on the following:

- (1) The building or structure
- (2) The grounded interior metal water piping systems, within 1.52 m (5 ft) from its point of entrance to the building, as covered in 250.52
- (3) The power service accessible means external to the building, as covered in 250.94
- (4) The nonflexible metallic power service raceway

(5) The service equipment enclosure, or

(6) The grounding electrode conductor or the grounding electrode conductor metal enclosures of the power service

Thanks,

***Matt Kahrhoff***

**Director of Construction**

**VISION Electric & Systems**

**O: 636.916.0900 ext. 227**

**M: 314.853.6148**

**[mattkahrhoff@visionmo.com](mailto:mattkahrhoff@visionmo.com)**



## **TOWER ANTENNA LEASE**

**THIS TOWER ANTENNA LEASE** (the "Lease") is entered into this \_\_\_\_ day of September, 2016, by and between Webster Groves School District, a political subdivision and body politic of the State of Missouri, located at 400 E. Lockwood, St. Louis, MO 63119 ("Landlord" or "District"), and Webster-Rock Hill Ministries, a Missouri not-for-profit corporation, located at 111 E. Waymire Ave., St. Louis, MO 63119 ("Tenant" or "WRHM").

### **WITNESSETH:**

**WHEREAS**, WRHM is a not-for-profit corporation that provides broad-based community and social services and assistance to communities and persons within the area served by the District, including the operation of a radio station that produces and broadcasts community programming; and

**WHEREAS**, in order to better service the communities served by the District, WRHM desires to install a radio antenna (the "Radio Antenna") on the District's existing tower ("Tower") located on the rooftop of Webster Groves High School, 100 Selma Ave., St. Louis, MO 63119 (the "Building"); and

**WHEREAS**, the District is willing to lease space on the Tower to Tenant for the placement of the Radio Antenna, on the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter set forth to be performed by the parties hereto, it is agreed by and between the District, as Landlord, and WRHM, as Tenant, as follows:

1. **Term.** Subject to Section 22 hereof, the term of this Lease shall be for a period of five (5) years, commencing upon the execution date of this Lease (the "Term" or "Initial Term"). Tenant shall have the option to extend the Term of this Lease for up to five (5) additional periods of one (1) year each (each, a "Renewal Term") on the same terms and conditions set forth herein. The Lease shall be automatically extended for each Renewal Term unless either Landlord or Tenant shall notify the other party, in writing, of its intention not to extend the Term or any Renewal Term at least one hundred eighty (180) days' prior to expiration of the then current Term.
2. **The Premises and Permitted Use thereof.** Subject to approval by Landlord of Tenant's plans, Tenant shall install the Radio Antenna on the Tower of the Building as depicted in the correspondence and plans set forth on Exhibit 1 attached hereto and incorporated herein by this reference (the "Premises") for the purpose of transmitting the broadcasts of Tenant's radio station, KWRH-LP, 92.9 FM, from the Radio Antenna. Landlord shall permit Tenant or Tenant's contractors to access the Building during the school day for the purpose of installing the Radio Antenna and any other work which may be required in connection therewith, provided that Tenant and its agents and contractors comply with all security measures required by the District and that the work does not unreasonably interfere with the educational environment in the Building or other operations of the District. The costs of installation of the Radio Antenna and all electrical or other work performed in connection therewith, and the maintenance thereof, shall be borne solely by Tenant. Landlord shall have no obligation or liability whatsoever for the cost of installing the Radio Antenna or preparing the Tower or Building for the Radio Antenna, or maintaining the Radio Antenna. It shall be the sole responsibility (and cost) of Tenant to provide an electrical circuit serving the Radio Antenna separate from the electrical circuits serving the Building.
3. **Construction; Maintenance.** The Radio Antenna shall be installed by Tenant so as to not cause any physical harm or damage to the Tower or Building, including but not limited to the roof and/or

roof membrane of the Building, nor render invalid any warranty covering such roof or roof membrane. The installation and maintenance of the Radio Antenna shall be at Tenant's sole risk and cost and shall be in compliance with all applicable laws, rules, regulations and ordinances, including those of the Federal Communications Commission (FCC) applicable to RF antennae and radio frequency emissions. District maintenance and other personnel shall have no participation or involvement whatsoever in the installation or maintenance of the Radio Antenna. Tenant will be solely responsible for and shall promptly pay all charges for electricity and any other utilities utilized in connection with the Radio Antenna.

4. **Tenant's Access to Premises.** Landlord and its agents shall have the right to enter and inspect the Premises at all times. Landlord agrees to permit Tenant access to the Premises and Tenant's Radio Antenna when custodians are present in the Building. In an emergency, access may be granted with approval of the District's Director of Facilities or Superintendent of Schools. Prior to commencement of installation of the Radio Antenna, Tenant shall designate in writing the person in Tenant's employment who shall serve as a contact person during the Term of this Lease for any and all communications between the District and Tenant relative to the installation and maintenance of the Radio Antenna.
5. **Rent.** Tenant shall pay to Landlord for Tenant's use of the Premises annual rent in the amount of \$1.00 each year during the Term hereof and any Renewal Term. In addition, in the event that the cost of furnishing electricity to the Radio Antenna shall exceed the reasonable expectation of the Parties, Tenant agrees to pay or reimburse Landlord for the reasonable cost of such electricity within ten (10) days of Landlord's invoice therefor.
6. **Broadcast Programming.** In further consideration of Tenant's use of the Premises, during the Term hereof and any Renewal Term, Tenant agrees to produce, broadcast and air, at no expense to the District and on a non-exclusive basis, community programming serving the needs and interests of the communities comprising the District and sports programming and athletic contests involving the District's athletic teams using the Radio Antenna and facilities of Tenant's radio station, KWRH-LP, 92.9FM.
7. **Programming Disclaimer.** In respect of broadcasts originating from the property of Webster Groves School District or involving athletic teams or contests to which the District is a party and using the means and facilities of the Radio Antenna, WRHM shall provide a disclaimer substantially similar in form and content to the following as part of each broadcast:

*The views and opinions expressed in this broadcast are those of Webster-Rock Hill Ministries [or KWRH] and do not necessarily reflect the policy or position of Webster Groves School District. Webster-Rock Hill Ministries [or KWRH] is solely responsible for its content.*

8. **Indemnity of Landlord.** Tenant shall indemnify and hold harmless Landlord from any and all loss, costs, damages, and claims arising out of Tenant's negligence or wrongful acts, including but not limited to any damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees that Landlord may suffer due to the presence or discovery of any Hazardous Substance (as defined by law) on the Premises or the migration of any Hazardous Substance to the Building or other properties or release into the environment that arises from the Radio Antenna or Tenant's use of the Premises, or from any other activity, work, or thing done, or permitted by the Tenant in the Premises, and Tenant shall further indemnify and hold harmless Landlord against and from any and all loss, costs, damages, and claims to the extent such damages arises from Tenant's breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or of its agents, contractors, servants, invitees, or employees, and from and against all



costs, attorneys' fees, expenses and liabilities incurred or paid in connection with any such claim or any action or proceeding brought against the Landlord by reason of Tenant's use of the Premises.

9. **Representation and Warranty.** Tenant represents and warrants that its use of the Premises will not interfere with any telecommunications facilities or other systems currently located on the Tower or the Building, or to be located on the Tower or Building in the future.
10. **Assignment and Subletting.** Tenant shall not sublet or grant access to the Premises or any part thereof or assign this Lease, or permit any business to be operated in or from the Premises by any person, firm or corporation other than Tenant without the prior written consent of Landlord, which consent may be withheld or denied in Landlord's sole discretion.
11. **Damage or Destruction.** If the Premises or the Building are damaged by fire or other casualty, Landlord may elect to immediately terminate this Lease or if Landlord elects to so repair, Tenant to the extent of its obligation to maintain and repair the Premises shall also promptly repair such damage.
12. **Defaults.** The occurrence of any of the following shall constitute an event of default:
  - (a) A failure by Tenant to deliver any payment or service required to be made by Tenant hereunder, where such failure continues for ten (10) days after notice that such payment or service was not so delivered.
  - (b) A failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for thirty (30) days after written notice thereof by Landlord, including, but not limited to, any objection to the content of broadcast programming which the Landlord shall deem objectionable, in its sole discretion.

If an event of default shall occur, Landlord may, at any time thereafter, at Landlord's option, exercise any or all rights at law or in equity, which may be permitted by the laws of the State of Missouri.
13. **Rules and Regulations.** Tenant shall faithfully observe and strictly comply with any Rules and Regulations attached to this Lease and such other rules and regulations as Landlord may from time to time reasonably adopt.
14. **Requirements by Law.** Tenant, at Tenant's sole cost and expense, shall promptly comply with all present and future laws, orders, rules, regulations, and requirements of all public authorities, including the FCC, and any fire underwriters insurance rating agency or similar organization which may impose any violation, order or duty upon Landlord or Tenant with respect to the Tower, Radio Antenna or Premises.
15. **Surrender of Premises.** At the conclusion of this Lease, Tenant will remove the Radio Antenna and other trade fixtures, and repair any damage which may be caused to the Premises and Building as a result of such removal, reasonable wear and tear excepted.
16. **Liens.** Tenant shall do all things necessary to prevent the filing of any mechanic's, material provider's, or other lien against the Premises or the Building or the interest of the Landlord by reason of any work, labor, services, or material performed or supplied or claimed to have been performed or supplied to Tenant, or anyone holding the Premises, or any part thereof, though or under Tenant. If any such lien shall at any time be filed, Tenant shall either cause the same to be immediately vacated and canceled of record. If Tenant in good faith determines that such lien

should be contested, Tenant shall furnish such security, surety bond or otherwise, as may be necessary or be prescribed by law to release the same as a lien. If Tenant shall fail to vacate or release such lien, Landlord may, but shall not be obligated to, vacate or release the same. Tenant shall repay to Landlord, on demand, all sums disbursed or deposited by Landlord pursuant to the foregoing provisions of this paragraph, including Landlord's costs and expenses and reasonable attorneys' fees incurred in connection therewith.

17. **Insurance.** Tenant shall obtain and keep in force during the Term or any Renewal Term of this Lease a Commercial General Liability policy of insurance protecting Tenant and Landlord (as an additional insured) against claims for bodily injury, personal injury, and property damage based upon, involving or arising out of the use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence. The limits of said insurance required by this Lease or as carried by Tenant shall not, however, limit the liability of Tenant nor relieve Tenant of any obligation hereunder. All insurance to be carried by Tenant shall be primary to and not contributory with any similar insurance carried by Landlord, whose insurance shall be considered excess insurance only. Tenant shall name Landlord as an additional insured and annually provide Landlord an insurance certificate evidencing such coverage. Tenant agrees to provide to Landlord a minimum of 30 days' notice should such insurance be modified or canceled.
18. **Subordination.** This Lease is and shall at all times, unless Landlord shall otherwise elect, be subject and subordinate to all covenants, restrictions, easements and encumbrances now or hereafter affecting the fee title to the Building and to all ground and underlying leases and mortgages or financing or refinancing.
19. **Attornment.** Tenant agrees that, in the event of a sale, transfer, or assignment of the Landlord's interest in the Building or any part thereof, including the Premises, Tenant will attorn to and recognize such transferee, purchaser, ground or underlying lessor or mortgagee as Landlord under this lease.
20. **Estoppel Certificate.** Tenant shall, at any time and from time to time execute, acknowledge and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect and the dates to which the rental and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults, if any, which are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part.
21. **Transfer of Landlord's Interest.** In the event of any transfer of Landlord's interest in the Premises or in the real property of which the Premises is a part, Landlord shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer.
22. **Early Termination and/or Relocation of Radio Antenna.** Notwithstanding anything in this Lease to the contrary, Landlord may, at its option and in its sole discretion, elect to terminate this Lease or relocate the Radio Antenna upon six (6) months' advance written notice delivered to Tenant in accordance with the Notice provision of this Lease. Any and all costs associated with relocation of the Radio Antenna shall be borne by Tenant.
23. **Attorney's Fees.** In the event that either party should bring suit because of the breach of any provision of this Lease, or for any other relief hereunder, all costs and expenses, including reasonable attorneys' fees, shall be paid to the prevailing party by the non-prevailing party.



24. **No Brokers.** Tenant covenants, warrants and represents to Landlord that it has not dealt with any broker or agent in connection the negotiation or execution of this Lease.
25. **Notices.** Every notice to be given under this Lease shall be in writing and shall be sent by Certified or Registered Mail, postage prepaid, return receipt requested, or overnight courier, and shall be addressed to the respective party's mailing address as stated in the preamble hereof, "Attn: Superintendent of Schools" in the case of Landlord and "Attn: President" in the case of Tenant; and the same shall be deemed given when received or refused by the addressee. Either party may designate, by similar written notice to the other party, any other address for such purposes. Except with respect to service of a summons and other papers in a lawsuit, each of the parties hereto waive personal or any other service than as provided for in this paragraph. Notwithstanding the foregoing, either party hereto may give the other party telephone notice of the need for emergency repairs.
26. **Entire Agreement.**
- (a) This Lease, the exhibits and addenda, if any, attached hereto set forth all of the covenants, promises, agreements, conditions and understanding, between the parties.
- (b) All prior conversations or writings between the parties hereto or their representatives are merged herein and extinguished.
- (c) This Lease shall not be modified without the express written consent of Landlord and Tenant.
27. **Successors and Assigns.** Except as otherwise provided in this Lease, all of the conditions, covenants, and agreements of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.
28. **Governing Law.** This Lease shall be governed by the laws of the State of Missouri.

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

LANDLORD:

Webster Groves School District

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Dr. John Simpson, Superintendent of Schools

TENANT:

Webster-Rock Hill Ministries

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Wynn Miller, President