

**ORDINANCE #67149**  
**Board Bill No. 101**

An ordinance recommended by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of the City of St. Louis, Missouri, a municipal corporation ("St. Louis") to enter into and execute on behalf of St. Louis an "Agreement and Contract of Sale" (substantially in the form as set out in **ATTACHMENT "1"** which is incorporated herein), between St. Louis, the owner and operator of Lambert-St. Louis International Airport<sup>®</sup> ("Airport") which is located in St. Louis County, Missouri, and the City of Kinloch, Missouri, a municipal corporation ("Buyer"), necessary for the sale by St. Louis to Buyer of certain surplus property (the "Property") located in St. Louis County that is more fully described in Section 1 and EXHIBIT A of the Agreement and Contract of Sale in accordance with and subject to its provisions and to the applicable rules and regulations of the Federal Aviation Administration ("FAA") and the applicable provisions of the Airport's Amended and Restated Indenture of Trust dated October 15, 1984 and amended and restated on September 10, 1997 (as amended, "Airport Indentures"); providing for the deposit of the proceeds from the Agreement and Contract of Sale; authorizing and directing the Mayor and the Comptroller of St. Louis to enter into and execute on behalf of St. Louis the "Quit Claim Deed" substantially in the form as set out in EXHIBIT C to the Agreement and Contract of Sale subject to and in accordance with the terms of the Agreement and Contract of Sale, remising, releasing and forever quit-claiming unto the Buyer, its successors and assigns the Property subject to the easement and restrictive covenants as defined and provided for in the Quit Claim Deed; conditioning the execution and delivery by St. Louis of the agreements, documents, and instruments contemplated in this Ordinance on the FAA's prior written approval of: a) the release and sale of the surplus Property to the Buyer, b) the provisions of the Agreement and Contract of Sale including, without limitation, the "Purchase Price" of Three Hundred Fifty Four Thousand Dollars (\$354,000) as defined and provided for in Section 2 of the Agreement and Contract of Sale, c) Buyer's development plan for the surplus Property, and d) any other related matter required to be submitted to and approved by the FAA; authorizing the Mayor, the Comptroller, the Register, the City Counselor, and other appropriate officers, officials, agents, and employees of St. Louis with the advice of the Director of Airports to enter into and execute on behalf of St. Louis and in St. Louis' best interest any attendant or related documents, agreements, affidavits, certificates, or instruments deemed necessary to effectuate the terms set forth in the Agreement and Contract of Sale or the Quit Claim Deed, and/or deemed necessary to preserve and protect St. Louis' interest and to take such actions as are necessary or appropriate in connection with the sale of the Property or the consummation of the transactions contemplated herein; providing that the provisions set forth in this Ordinance shall be applicable exclusively to the agreements, documents, and instruments approved and/or authorized by this Ordinance, and containing a severability clause, and an emergency clause.

**WHEREAS**, pursuant to certain City of St. Louis ("St. Louis") ordinances approving the purchase of real estate required for noise abatement purposes and/or the development or improvement of Lambert-St. Louis International Airport<sup>®</sup> ("Airport"), and in accordance with Federal Aviation Regulation ("FAR") part 150 Noise Compatibility Program and the Federal Aviation Administration Airport Improvement Program (the "AIP"), St. Louis, acting through St. Louis' Airport Authority, has acquired and St. Louis is the fee owner of 31 parcels containing approximately 17.9 acres located in St. Louis County, Missouri and is more fully described in EXHIBIT A to the Agreement and Contract of Sale, which is attached hereto and incorporated herein;

**WHEREAS**, pursuant to Section 809 of the Lambert-St. Louis International Airport<sup>®</sup> Amended and Restated Indenture of Trust dated October 15, 1984 and amended and restated on September 10, 1997 (as amended, the "Airport Indentures"), St. Louis and St. Louis' Airport Authority have determined that the Property is not necessary or useful in the operation of the Airport and is not needed for further aviation purposes of the Airport and, therefore, St. Louis may dispose of or transfer the Property in order that it may be redeveloped for uses compatible with the Airport;

**WHEREAS**, pursuant to the AIP, St. Louis may dispose of the Property only upon a showing that such disposition is at a fair market value, and is in accordance with a developed land use plan as approved by the Federal Aviation Administration; and

**WHEREAS**, the Board of Aldermen hereby determines that the terms of the Agreement and Contract of Sale are acceptable and that the execution, delivery and performance by St. Louis and the Buyer of their respective obligations under the Agreement and Contract of Sale are in the best interests of St. Louis and the Airport and promote the health, safety, and welfare of its residents and the traveling public.

**NOW THEREFORE BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**SECTION ONE.** The Director of Airports and the Comptroller of the City of St. Louis ("St. Louis") are hereby authorized and directed to enter into and execute on behalf of St. Louis the "Agreement and Contract of Sale" (substantially in the form as set out in **ATTACHMENT "1"** which is incorporated herein), between St. Louis, the owner and operator of Lambert-St. Louis

International Airport® (“Airport”) which is located in St. Louis County, Missouri, and the City of Kinloch, Missouri, a municipal corporation (“Buyer”), necessary for the sale by St. Louis to Buyer of certain surplus property (the “Property”) located in St. Louis County that is more fully described in Section 1 and EXHIBIT A of the Agreement and Contract of Sale in accordance with and subject to its provisions and to the applicable rules and regulations of the Federal Aviation Administration (“FAA”) and the applicable provisions of the Airport’s Amended and Restated Indenture of Trust dated October 15, 1984 and amended and restated on September 10, 1997 (as amended, “Airport Indentures”).

**SECTION TWO.** Proceeds from the sale of the Property shall be held by St. Louis in accordance with the provisions of the Agreement and Contract of Sale and in accordance with applicable FAA rules and regulations for the release and sale or transfer of surplus property.

**SECTION THREE.** The Mayor and the Comptroller of St. Louis are hereby authorized and directed to enter into and execute on behalf of St. Louis the “Quit Claim Deed” substantially in the form as set out in EXHIBIT C to the Agreement and Contract of Sale subject to and in accordance with the terms of the Agreement and Contract of Sale, remising, releasing and forever quit-claiming unto Buyer, its successors and assigns the Property subject to the easement and restrictive covenants as defined and provided for in the Quit Claim Deed.

**SECTION FOUR.** The execution and delivery by St. Louis of the agreements, documents, and instruments contemplated in this Ordinance are hereby expressly conditioned on the FAA’s prior written approval of: a) the release and sale of the surplus Property to the Buyer, b) the provisions of the Agreement and Contract of Sale including, without limitation, the “Purchase Price” of Three Hundred Fifty Four Thousand Dollars (\$354,000) as defined and provided for in Section 2 of the Agreement and Contract of Sale, c) Buyer’s development plan for the surplus Property, and d) any other related matter required to be submitted to and approved by the FAA.

**SECTION FIVE.** The Mayor, the Comptroller, the Register, the City Counselor, and other appropriate officers, officials, agents, and employees of St. Louis with the advice of the Director of Airports are hereby authorized to enter into and execute on behalf of St. Louis and in St. Louis’ best interest any attendant or related documents, agreements, affidavits, certificates, or instruments deemed necessary to effectuate the terms set forth in the Agreement and Contract of Sale or the Quit Claim Deed, and/or deemed necessary to preserve and protect St. Louis’ interest, and to take such actions as are necessary or appropriate in connection with the sale Property or the consummation of the transactions contemplated herein.

**SECTION SIX.** The terms, covenants, and conditions set forth in this Ordinance shall be applicable exclusively to the agreements, documents, and instruments approved or authorized by this Ordinance and shall not be applicable to any other existing or future agreements, documents, or instruments unless specifically authorized by an ordinance enacted after the effective date of this Ordinance. All provisions of other ordinances of St. Louis which are in conflict with this Ordinance shall be of no force or effect as to the agreements, documents, and instruments approved and/or authorized by this Ordinance.

**SECTION SEVEN.** The sections, conditions, or provisions of this Ordinance or portions thereof shall be severable. If any section, condition, or provision of this Ordinance or portion thereof contained herein is held invalid by the court of competent jurisdiction, such holding shall not invalidate the remaining sections, conditions or provisions of this Ordinance.

**SECTION EIGHT.** This being an Ordinance providing for public peace, health, or safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of St. Louis’ Charter and shall become effective immediately upon its approval by the Mayor of St. Louis.

**EXHIBIT C-1  
LEGAL DESCRIPTION OF THE PROPERTY**

Land Descriptions  
Zambrana Engineering, Inc. Project Number 205005.00

1. A tract of land being Lots 47 and 48 of East Kinloch Terrace First Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 24 Page 53 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 47 and 48 of East Kinloch Terrace First Addition, being bound on the East by the

common line between Lots 46 and 47, on the South by the common line between Lots 47 and 48 and 17 and 18, on the West by the common line between Lots 48 and 49 and on the North by the Wesley Avenue.

2. A tract of land being Lots 26 through 38 of East Kinloch Terrace First Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County Missouri, as per plat recorded in Plat Book 24 Page 53 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 26 through 38 of East Kinloch Terrace First Addition, being bound on the East by Mable Avenue (formerly Carson Road) on the South by Fifth Street, on the West by the common lines between Lots 25 and 26, and 39 and 38, and on the North by Wesley Avenue.

3. A tract of land being Lots 23 and 24 of East Kinloch Terrace First Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County Missouri, as per plat recorded in Plat Book 24 Page 53 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 23 and 24 of East Kinloch Terrace First Addition, being bound on the East by the common line between Lots 24 and 25, on the South by Fifth Street on the West by the common line between Lots 22 and 23 and on the North by the common line between Lots 23 and 24 and 41 and 42.

4. A tract of land being Lot 43 of East Kinloch Terrace First Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County Missouri, as per plat recorded in Plat Book 24 Page 53 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lot 43 of East Kinloch Terrace First Addition, being bound on the East by the common line between Lots 42 and 43 and on the South by the common line between Lots 22 and 43, on the West by the common line between Lots 43 and 44 and on the North by Wesley Avenue.

5. A tract of land being Lot 3 of East Kinloch Terrace 3rd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County Missouri, as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lot 3 of East Kinloch Terrace 3rd Addition, being bound on the East by the common line between Lot 3 and 28, on the South by Schoolway Avenue on the West by Witt Street (formerly Lix Avenue) on the North, by the common line between Lots 3 and 4.

6. A tract of land being Lots 25 and 29 thru 32 of East Kinloch Terrace 3rd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 25 and 29 thru 32 of East Kinloch Terrace 3rd Addition, being bound on the East by the common lines between Lots 32 and 33, and 24 and 25, on the South by Schoolway Avenue, on the West by the common lines between Lots 25 and 26 thru 28 and 29 thru 32, on the North by Courtney Avenue.

7. A tract of land being Lots 18, 19, 21 thru 23 and 34 thru 39 of East Kinloch Terrace 3rd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 18, 19, 21 thru 23 and 34 thru 39 of East Kinloch Terrace 3rd Addition being bound on the East by Behle Avenue, on the South by Schoolway Avenue, thence along the common line between Lots 19 and 20, thence along the common line between Lots 20 and 37, thence along the common line between Lots 20 and 21, thence along said Schoolway Avenue, thence being bound on the West by the common line between Lots 23 and 24, and 33 and 34, on the North by Courtney Avenue.

8. A tract of land being Lots 1, 2, 7, of East Kinloch Terrace 3rd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 1, 2, 7 of East Kinloch Terrace 3rd Addition, being bound on the East by the common line between Lots 7 and 8, on the South by the common line between Lots 1 and 7 and Lots 27 thru 29 of East Kinloch Terrace 2nd Addition as per plat recorded in Plat Book 16 Page 38 of the St. Louis County recorders office, on the West by Witt Street, (formerly Lix Avenue) and on the North by Schoolway Avenue.

9. A tract of Land being Lot 29 of East Kinloch Terrace 2nd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 26 Page 38 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lot 29 of East Kinloch Terrace 2nd Addition, being bound on the East by the common line between Lots 29 and 30, on the South the Martin Luther King Boulevard, on the West by the common line between Lots 28 and 29, on the North by the common line between Lot 29 and Lot 7 of East Kinloch Terrace 3rd Addition as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office.

10. A tract of land being Lots 9 thru 12 of East Kinloch Terrace 3rd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 9 thru 12, of East Kinloch Terrace 3rd Addition, being bound on the East by the common line between Lots 12 and 13, on the South by the common line between Lots 9 thru 12 and 31 thru 34, on the West by the common line between Lots 8 and 9, and on the North by Schoolway Avenue.

11. A tract of land being Lots 15 thru 17 of East Kinloch Terrace 3rd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 15 thru 17 of East Kinloch Terrace, 3rd Addition, being bound on the East by Behle Avenue, on the South by the common line between Lots 15 thru 17 and 37 thru 39 of East Kinloch Terrace 2nd Addition as per plat recorded in Plat Book 26 Page 38 of the St. Louis County recorders office, on the West by the common line between Lots 14 and 15 and on the North by Schoolway Avenue.

12. A tract of land being Lots 34 thru 39 of East Kinloch Terrace 2nd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 26 Page 38 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 34 thru 39 of East Kinloch Terrace 2nd Addition, being bound on the East by Behle Avenue, on the South by Martin Luther King Boulevard, (formerly Oak Ridge Avenue) on the West by the common line between Lots 33 and 34 and on the North by the common line between Lots 34 thru 39 and Lots 12 thru 17 of East Kinloch Terrace 3rd Addition as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office.

13. A tract of Land being Lots 15 thru 18 of East Kinloch Terrace 2nd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 26 Page 38 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 15 thru 18 of East Kinloch Terrace 2nd Addition, being bound on the East by the common line between Lots 14 and 15, on the South by the common line between Lots 9 thru 12 and 15 thru 18, on the West by the common line between Lots 18 and 19, and on the North by Martin Luther King Boulevard, (formerly Oak Ridge Avenue).

14. A tract of land being Lot 13 of East Kinloch Terrace 2nd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 26 Page 38 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lot 13 of East Kinloch Terrace 2nd Addition, being bound on the East by Behle Avenue, on the South by Wesley Avenue, on the West by the common line between Lots 12 and 13, on the North by the common line between Lots 13 and 14.

15. A tract of land being Lots 16, 18, 20 and the West 12.5 feet of Lot 22 of Nora-Dale Subdivision, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 100 Page 88 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 16, 18, 20 and the West 12.5 feet of Lot 22 of Nora-Dale Subdivision, being bound on the East by the line 12.5 feet East of and parallel with the West line of Lot 22, on the South by the common line between Lots 16, 18, 20, 22, and 15, 17, 19, 21, and on the West by the common line between Lots 14 and 16, and on the North by Courtney Avenue.

16. A tract of land being Lots 36 and 38 of Nora-Dale Subdivision, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 100 Page 88 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 36 and 38 of Nora-Dale Subdivision, being bound on the East by the common line between Lots 38 and 40, on the South by the common line between Lots 36, 38 and 35, 37, on the West by the common line between Lots 34 and 36, and on the North by Courtney Avenue.

17. A tract of land being Lots 35, 37, 39, 41, 43, 45, and 47 thru 50 of Nora-Dale Subdivision, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 100 Page 88 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 35, 37, 39, 41, 43, 45, and 47 thru 50 of Nora-Dale Subdivision, being bound on the East by Thurston Avenue, on the South by Schoolway Avenue, on the West by the common line between Lots 33 and 35, on the North by the common line between Lots 35, 37, 39, 41, 43, 45, and Lots 36, 38, 40, 42, 44, 46, and on the West by the common line between Lots 46 and 48, and on the North by Courtney Avenue.

18. A tract of land being Lots 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, and 29 of Nora-Dale Subdivision, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 100 Page 88 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, and 29 of Nora-Dale Subdivision, being bound on the East by the common line between Lots 29 and 31, on the South by Schoolway Avenue, on the West by the common line between Lots 5 and 7, and on the North by the common line between Lots 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29 and 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, and 30.

19. A tract of land being Lots 1 thru 6, and 47 thru 55 in Block 34 of South Kinloch Park Fourth Subdivision, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 10 Page 48 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 1 thru 6 and 47 thru 55 in Block 34 of South Kinloch Park Fourth Subdivision, being bound on the East by Evelyn Street, on the South by the common line between Lots 46 and 47, on the West by the common line between Lots 47 thru 52 and 12 thru 6, thence along the common line between Lots 6 and 7, thence bound by Mable Avenue, thence bound on the North by Carson Road.

20. A tract of land being Lots 11 and 12 in Block 34 of South Kinloch Park Fourth Subdivision, Township 46 North,

Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 10 Page 48 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 11 and 12 in Block 34 of South Kinloch Park Fourth Subdivision, being bound on the West by the common line between Lots 11 and 12 and 48 and 49, on the South by the common line between Lots 12 and 13, on the West by Mable Avenue, and on the North by a common line between Lots 10 and 11.

21. A tract of land being Lots 15 thru 34 in Block 34 of South Kinloch Park Fourth Subdivision, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 10 Page 48 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 15 thru 34 in Block 34 of South Kinloch Park Fourth Subdivision, being bound on the East by Evelyn Street, on the South by Granberry Street, on the West by Mable Avenue, and on the North by the common lines between Lots 14 and 15, thence along the common line between Lots 15 thru 24 and 35 thru 44, thence along the common line between Lots 34 and 35.

22. A tract of Land being Lots 1 thru 3 and 38 thru 40 in Block 33 of South Kinloch Park Fourth Subdivision, Township 46 North, Range 6 East, St. Louis County, Missouri, as per plat recorded in Plat Book 10 Page 48 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 1 thru 3 and 38 thru 40 in Block 33 of South Kinloch Park Fourth Subdivision, being bound on the East by Evelyn Street, on the South by the common line between Lots 3 and 4 and 37 and 38, on the West by Mable Avenue, and on the North by Granberry Street.

23. A tract of land containing four separate tracts of land in Section 10, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County Missouri, said tract being more particularly described as follows:

A tract of land being bound on the East by the Western line of a tract of land conveyed to William and Louise Gibbs, as per deed recorded in Deed Book 6972 Page 2264 of the St. Louis County recorders office, and the Western line of a tract conveyed to Ann Barenberg as per deed recorded in Deed Book 10206 Page 2471 of the St. Louis County recorders office, bound on the South by Schoolway Avenue, on the West by Behle Avenue, and on the North by Courtney Avenue.

24. A tract of land being in Section 10, Township 46 North, Range 6 East, St. Louis County Missouri, being a tract conveyed to the City of St. Louis by deed recorded in Deed Book 9189 Page 2032 of the St. Louis County recorders office and also being know as 8153 Wesley Avenue.

25. A tract of land containing 3 parcels of land in Section 10, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, said tract being more particularly described as follows:

A tract of land being bound on the East by the West line of a tract of land conveyed to St. Louis County, by deed recorded in Deed Book 15820 Page 2021 of the St. Louis County recorders office, being bound on the South by the Northern line of several tracts of land conveyed to Southern Mission Missionary Baptist Church as per deeds recorded in Deed Book 9565 Page 1863, Deed Book 8839 Page 1752 and Deed Book 8784 Page 1460 of the St. Louis County recorders office, bound on the West by Behle Avenue and on the North by Martin Luther King Boulevard, (formerly Oak Ridge Avenue).

26. A tract of land containing two tracts in Section 10, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, said tract being more particularly described as follows:

A tract of land being bound on the South by Wesley Avenue, on the West, North and East by property conveyed to Kinloch Church of God per deeds recorded in Deed Book 9102 Page 1057 and Deed Book 5713 Page 338 of the St. Louis County recorders office.

27. A tract of land containing two tracts in Section 10, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, said tract being more particularly described as follows:

A tract of land being bound on the East by Mable Avenue, on the South by Wesley Avenue, on the West and North by the East and South lines of a tract conveyed to Kinloch Church of God, per deed recorded in Deed Book 5713 Page 338 of the St. Louis County recorders office.

28. A tract of land in the Northeast corner of Wesley Avenue and Jones Street conveyed to the City of St. Louis by deed recorded in Deed Book 11348 Page 1333 of the St. Louis County recorders office and also known as 8047 Wesley Avenue.

29. A tract of land in Section 10, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, said tract being more particularly described as follows:

Tract bounded on the East by a tract conveyed to Kenneth Rice by deed conveyed in Deed Book 12335 Page 1751 of the St. Louis County recorders office, bound on the South by the North line of a tract conveyed to Otis Hughes by deed recorded in Deed Book 13181 Page 1601 of the St. Louis County recorders office, bound on the West by Behle Avenue, bound on the North by Schoolway Avenue.

30. A tract of land in Section 10, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, said tract being more particularly described as follows:

Tract bounded on the East by a tract conveyed to City of Kinloch by deed recorded in Deed Book 7429 Page 696 of the St. Louis County recorders office, being bound on the South by the North line of a tract conveyed to Kate Walker by deed recorded in Deed Book 8403 Page 887 of the St. Louis County recorders office, bound on the West by a tract conveyed to City of Kinloch by deed recorded in Deed Book 6847 Page 2141 of the St. Louis County recorders office, bound on the North by Schoolway Avenue.

31. A tract of land containing eleven parcels in Section 10, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, said tract being more particularly described as follows:

Tract bound on the North by Schoolway Avenue, on the East by the Western lines of a tract conveyed to City of Kinloch by deed recorded in Deed Book 6847 Page 2141 of the St. Louis County recorders office, and a tract conveyed to Kate Walker per deed recorded in Deed Book 8403 Page 887 of the St. Louis County recorders office, being bound on the South by Martin Luther King Boulevard, (formerly Oak Ridge Avenue) being bound on the West by the Eastern lines of tracts conveyed to Otis Hughes by deed recorded in Deed Book 13181 Page 1601 and Kenneth Rice by deed recorded in Deed Book 12335 Page 1751 of the St. Louis County recorders office.

The area of all 31 combined parcels is 17.9 Acres.

These descriptions prepared from Subdivision Plats and Assessor information only.

March 29, 2005 revised

KINLOCH-EXHIBIT C-1, LEGAL DESCRIP (SAME AS EXH A), REVISED FINAL 3-29-05, MAP

**EXHIBIT A  
LEGAL DESCRIPTION OF THE PROPERTY**

Land Descriptions  
Zambrana Engineering, Inc. Project Number 205005.00

1. A tract of land being Lots 47 and 48 of East Kinloch Terrace First Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 24 Page 53 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 47 and 48 of East Kinloch Terrace First Addition, being bound on the East by the common line between Lots 46 and 47, on the South by the common line between Lots 47 and 48 and 17 and 18, on the West by the common line between Lots 48 and 49 and on the North by the Wesley Avenue.

2. A tract of land being Lots 26 through 38 of East Kinloch Terrace First Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County Missouri, as per plat recorded in Plat Book 24 Page 53 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 26 through 38 of East Kinloch Terrace First Addition, being bound on the East by Mable Avenue (formerly Carson Road) on the South by Fifth Street, on the West by the common lines between Lots 25 and 26, and 39 and 38, and on the North by Wesley Avenue.

3. A tract of land being Lots 23 and 24 of East Kinloch Terrace First Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County Missouri, as per plat recorded in Plat Book 24 Page 53 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 23 and 24 of East Kinloch Terrace First Addition, being bound on the East by the common line between Lots 24 and 25, on the South by Fifth Street on the West by the common line between Lots 22 and 23 and on the North by the common line between Lots 23 and 24 and 41 and 42.

4. A tract of land being Lot 43 of East Kinloch Terrace First Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County Missouri, as per plat recorded in Plat Book 24 Page 53 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lot 43 of East Kinloch Terrace First Addition, being bound on the East by the common line between Lots 42 and 43 and on the South by the common line between Lots 22 and 43, on the West by the common line between Lots 43 and 44 and on the North by Wesley Avenue.

5. A tract of land being Lot 3 of East Kinloch Terrace 3rd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County Missouri, as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lot 3 of East Kinloch Terrace 3rd Addition, being bound on the East by the common line between Lot 3 and 28, on the South by Schoolway Avenue on the West by Witt Street (formerly Lix Avenue) on the North, by the common line between Lots 3 and 4.

6. A tract of land being Lots 25 and 29 thru 32 of East Kinloch Terrace 3rd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 25 and 29 thru 32 of East Kinloch Terrace 3rd Addition, being bound on the East by the common lines between Lots 32 and 33, and 24 and 25, on the South by Schoolway Avenue, on the West by the common lines between Lots 25 and 26 thru 28 and 29 thru 32, on the North by Courtney Avenue.

7. A tract of land being Lots 18, 19, 21 thru 23 and 34 thru 39 of East Kinloch Terrace 3rd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 18, 19, 21 thru 23 and 34 thru 39 of East Kinloch Terrace 3rd Addition being bound on the East by Behle Avenue, on the South by Schoolway Avenue, thence along the common

line between Lots 19 and 20, thence along the common line between Lots 20 and 37, thence along the common line between Lots 20 and 21, thence along said Schoolway Avenue, thence being bound on the West by the common line between Lots 23 and 24, and 33 and 34, on the North by Courtney Avenue.

8. A tract of land being Lots 1, 2, 7, of East Kinloch Terrace 3rd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 1, 2, 7 of East Kinloch Terrace 3rd Addition, being bound on the East by the common line between Lots 7 and 8, on the South by the common line between Lots 1 and 7 and Lots 27 thru 29 of East Kinloch Terrace 2nd Addition as per plat recorded in Plat Book 16 Page 38 of the St. Louis County recorders office, on the West by Witt Street, (formerly Lix Avenue) and on the North by Schoolway Avenue.

9. A tract of Land being Lot 29 of East Kinloch Terrace 2nd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 26 Page 38 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lot 29 of East Kinloch Terrace 2nd Addition, being bound on the East by the common line between Lots 29 and 30, on the South the Martin Luther King Boulevard, on the West by the common line between Lots 28 and 29, on the North by the common line between Lot 29 and Lot 7 of East Kinloch Terrace 3rd Addition as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office.

10. A tract of land being Lots 9 thru 12 of East Kinloch Terrace 3rd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 9 thru 12, of East Kinloch Terrace 3rd Addition, being bound on the East by the common line between Lots 12 and 13, on the South by the common line between Lots 9 thru 12 and 31 thru 34, on the West by the common line between Lots 8 and 9, and on the North by Schoolway Avenue.

11. A tract of land being Lots 15 thru 17 of East Kinloch Terrace 3rd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 15 thru 17 of East Kinloch Terrace, 3rd Addition, being bound on the East by Behle Avenue, on the South by the common line between Lots 15 thru 17 and 37 thru 39 of East Kinloch Terrace 2nd Addition as per plat recorded in Plat Book 26 Page 38 of the St. Louis County recorders office, on the West by the common line between Lots 14 and 15 and on the North by Schoolway Avenue.

12. A tract of land being Lots 34 thru 39 of East Kinloch Terrace 2nd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 26 Page 38 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 34 thru 39 of East Kinloch Terrace 2nd Addition, being bound on the East by Behle Avenue, on the South by Martin Luther King Boulevard, (formerly Oak Ridge Avenue) on the West by the common line between Lots 33 and 34 and on the North by the common line between Lots 34 thru 39 and Lots 12 thru 17 of East Kinloch Terrace 3rd Addition as per plat recorded in Plat Book 31 Page 78 of the St. Louis County recorders office.

13. A tract of Land being Lots 15 thru 18 of East Kinloch Terrace 2nd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 26 Page 38 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 15 thru 18 of East Kinloch Terrace 2nd Addition, being bound on the East by the common line between Lots 14 and 15, on the South by the common line between Lots 9 thru 12 and 15 thru 18, on the West by the common line between Lots 18 and 19, and on the North by Martin Luther King Boulevard, (formerly Oak Ridge Avenue).

14. A tract of land being Lot 13 of East Kinloch Terrace 2nd Addition, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 26 Page 38 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lot 13 of East Kinloch Terrace 2nd Addition, being bound on the East by Behle Avenue, on the South by Wesley Avenue, on the West by the common line between Lots 12 and 13, on the North by the common line between Lots 13 and 14.

15. A tract of land being Lots 16, 18, 20 and the West 12.5 feet of Lot 22 of Nora-Dale Subdivision, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 100 Page 88 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 16,18, 20 and the West 12.5 feet of Lot 22 of Nora-Dale Subdivision, being bound on the East by the line 12.5 feet East of and parallel with the West line of Lot 22, on the South by the common line between Lots 16, 18, 20, 22, and 15, 17, 19, 21, and on the West by the common line between Lots 14 and 16, and on the North by Courtney Avenue.

16. A tract of land being Lots 36 and 38 of Nora-Dale Subdivision, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 100 Page 88 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 36 and 38 of Nora-Dale Subdivision, being bound on the East by the common line between Lots 38 and 40, on the South by the common line between Lots 36, 38 and 35, 37, on the West by the common line between Lots 34 and 36, and on the North by Courtney Avenue.

17. A tract of land being Lots 35, 37, 39, 41, 43, 45, and 47 thru 50 of Nora-Dale Subdivision, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 100 Page 88 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 35, 37, 39, 41, 43, 45, and 47 thru 50 of Nora-Dale Subdivision, being bound on the East by Thurston Avenue, on the South by Schoolway Avenue, on the West by the common line between Lots 33 and 35, on the North by the common line between Lots 35, 37, 39, 41, 43, 45, and Lots 36, 38, 40, 42, 44, 46, and on the West by the common line between Lots 46 and 48, and on the North by Courtney Avenue.

18. A tract of land being Lots 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, and 29 of Nora-Dale Subdivision, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 100 Page 88 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, and 29 of Nora-Dale Subdivision, being bound on the East by the common line between Lots 29 and 31, on the South by Schoolway Avenue, on the West by the common line between Lots 5 and 7, and on the North by the common line between Lots 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29 and 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, and 30.

19. A tract of land being Lots 1 thru 6, and 47 thru 55 in Block 34 of South Kinloch Park Fourth Subdivision, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 10 Page 48 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 1 thru 6 and 47 thru 55 in Block 34 of South Kinloch Park Fourth Subdivision, being bound on the East by Evelyn Street, on the South by the common line between Lots 46 and

47, on the West by the common line between Lots 47 thru 52 and 12 thru 6, thence along the common line between Lots 6 and 7, thence bound by Mable Avenue, thence bound on the North by Carson Road.

20. A tract of land being Lots 11 and 12 in Block 34 of South Kinloch Park Fourth Subdivision, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 10 Page 48 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 11 and 12 in Block 34 of South Kinloch Park Fourth Subdivision, being bound on the West by the common line between Lots 11 and 12 and 48 and 49, on the South by the common line between Lots 12 and 13, on the West by Mable Avenue, and on the North by a common line between Lots 10 and 11.

21. A tract of land being Lots 15 thru 34 in Block 34 of South Kinloch Park Fourth Subdivision, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 10 Page 48 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 15 thru 34 in Block 34 of South Kinloch Park Fourth Subdivision, being bound on the East by Evelyn Street, on the South by Granberry Street, on the West by Mable Avenue, and on the North by the common lines between Lots 14 and 15, thence along the common line between Lots 15 thru 24 and 35 thru 44, thence along the common line between Lots 34 and 35.

22. A tract of Land being Lots 1 thru 3 and 38 thru 40 in Block 33 of South Kinloch Park Fourth Subdivision, Township 46 North, Range 6 East, St. Louis County, Missouri, as per plat recorded in Plat Book 10 Page 48 of the St. Louis County recorders office, said tract being more particularly described as follows:

Lots 1 thru 3 and 38 thru 40 in Block 33 of South Kinloch Park Fourth Subdivision, being bound on the East by Evelyn Street, on the South by the common line between Lots 3 and 4 and 37 and 38, on the West by Mable Avenue, and on the North by Granberry Street.

23. A tract of land containing four separate tracts of land in Section 10, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County Missouri, said tract being more particularly described as follows:

A tract of land being bound on the East by the Western line of a tract of land conveyed to William and Louise Gibbs, as per deed recorded in Deed Book 6972 Page 2264 of the St. Louis County recorders office, and the Western line of a tract conveyed to Ann Barenberg as per deed recorded in Deed Book 10206 Page 2471 of the St. Louis County recorders office, bound on the South by Schoolway Avenue, on the West by Behle Avenue, and on the North by Courtney Avenue.

24. A tract of land being in Section 10, Township 46 North, Range 6 East, St. Louis County Missouri, being a tract conveyed to the City of St. Louis by deed recorded in Deed Book 9189 Page 2032 of the St. Louis County recorders office and also being know as 8153 Wesley Avenue.

25. A tract of land containing 3 parcels of land in Section 10, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, said tract being more particularly described as follows:

A tract of land being bound on the East by the West line of a tract of land conveyed to St. Louis County, by deed recorded in Deed Book 15820 Page 2021 of the St. Louis County recorders office, being bound on the South by the Northern line of several tracts of land conveyed to Southern Mission Missionary Baptist Church as per deeds recorded in Deed Book 9565 Page 1863, Deed Book 8839 Page 1752 and Deed Book 8784 Page 1460 of the St. Louis County recorders office, bound on the West by Behle Avenue and on the North by Martin Luther King Boulevard, (formerly Oak Ridge Avenue).

26. A tract of land containing two tracts in Section 10, Township 46 North, Range 6 East of the Fifth Principal

Meridian, St. Louis County, Missouri, said tract being more particularly described as follows:

A tract of land being bound on the South by Wesley Avenue, on the West, North and East by property conveyed to Kinloch Church of God per deeds recorded in Deed Book 9102 Page 1057 and Deed Book 5713 Page 338 of the St. Louis County recorders office.

27. A tract of land containing two tracts in Section 10, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, said tract being more particularly described as follows:

A tract of land being bound on the East by Mable Avenue, on the South by Wesley Avenue, on the West and North by the East and South lines of a tract conveyed to Kinloch Church of God, per deed recorded in Deed Book 5713 Page 338 of the St. Louis County recorders office.

28. A tract of land in the Northeast corner of Wesley Avenue and Jones Street conveyed to the City of St. Louis by deed recorded in Deed Book 11348 Page 1333 of the St. Louis County recorders office and also known as 8047 Wesley Avenue.

29. A tract of land in Section 10, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, said tract being more particularly described as follows:

Tract bounded on the East by a tract conveyed to Kenneth Rice by deed conveyed in Deed Book 12335 Page 1751 of the St. Louis County recorders office, bound on the South by the North line of a tract conveyed to Otis Hughes by deed recorded in Deed Book 13181 Page 1601 of the St. Louis County recorders office, bound on the West by Behle Avenue, bound on the North by Schoolway Avenue.

30. A tract of land in Section 10, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, said tract being more particularly described as follows:

Tract bounded on the East by a tract conveyed to City of Kinloch by deed recorded in Deed Book 7429 Page 696 of the St. Louis County recorders office, being bound on the South by the North line of a tract conveyed to Kate Walker by deed recorded in Deed Book 8403 Page 887 of the St. Louis County recorders office, bound on the West by a tract conveyed to City of Kinloch by deed recorded in Deed Book 6847 Page 2141 of the St. Louis County recorders office, bound on the North by Schoolway Avenue.

31. A tract of land containing eleven parcels in Section 10, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, said tract being more particularly described as follows:

Tract bound on the North by Schoolway Avenue, on the East by the Western lines of a tract conveyed to City of Kinloch by deed recorded in Deed Book 6847 Page 2141 of the St. Louis County recorders office, and a tract conveyed to Kate Walker per deed recorded in Deed Book 8403 Page 887 of the St. Louis County recorders office, being bound on the South by Martin Luther King Boulevard, (formerly Oak Ridge Avenue) being bound on the West by the Eastern lines of tracts conveyed to Otis Hughes by deed recorded in Deed Book 13181 Page 1601 and Kenneth Rice by deed recorded in Deed Book 12335 Page 1751 of the St. Louis County recorders office.

The area of all 31 combined parcels is 17.9 Acres.  
These descriptions prepared from Subdivision Plats and Assessor information only.

March 29, 2005 revised

KINLOCH-EXH A, LEGAL DESCRIP, REVISED FINAL 3-29-05, MAP

**EXHIBIT B**  
**TENANT LIST**

NAME OF TENANT	DESCRIPTION OF SPACE	COMMENCEMENT DATE	EXPIRATION DATE	AMOUNT OF DEPOSIT	RENT AMOUNT	RENT DUE DATE	TERMINATE W/O CAUSE

## EXHIBIT C

## FORM OF QUIT CLAIM DEED

**THIS QUIT CLAIM DEED**, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2006, by and between THE CITY OF ST. LOUIS, a Municipal Corporation of the State of Missouri, whose address is City Hall, Room 200, 1200 Market Street, St. Louis, Missouri 63103 (the “**Grantor**”), and THE CITY OF KINLOCH, a Municipal Corporation of the State of Missouri, whose address is 5990 Monroe Street, Kinloch, Missouri, 63140 (the “**Grantee**”).

**WITNESSETH:** that Grantor, for and in consideration of that certain monetary consideration paid by the Grantee and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents REMISE, RELEASE AND QUIT-CLAIM unto the Grantee, its successors and assigns, the following described real estate, situated in the County of St. Louis, and State of Missouri, to wit:

See EXHIBIT C-1 attached hereto and incorporated into this deed (the “**Property**”).

**SUBJECT TO** the Aviagation Easement (as hereinafter defined) and the Restrictive Covenant (as hereinafter defined), as expressly reserved as provided below.

**TO HAVE AND TO HOLD** the Property, together with all rights and appurtenances to the same belonging, unto said Grantee, and to its successors and assigns, so that neither said Grantor, nor its heirs, successors and assigns, or any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the Property, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

For the purposes hereof the term “**Aircraft**” shall mean any contrivance now known or hereafter invented, designed or used for navigation or flight in air or space involving either persons or property. For the purposes hereof, the term “**Navigational Air Space**” shall mean all of the space above the Property as defined or established under FAR Part 77 or subsequent and additional regulations of the Federal Aviation Administration (“**FAA**”) as applied to Lambert-St. Louis International Airport® (the “**Airport**”).

Grantor does hereby reserve and declare for the Grantor and its successors and assigns for the use and benefit of said Grantor and the public, a perpetual and assignable aviagation easement and right-of-way, (the “**Aviagation Easement**”) for (i) the free and unobstructed passage of aircraft in, through, and across all the Navigational Air Space or Aviagation Easement (ii) the entry in, through, across, or upon the Property, the Navigational Air Space, or Aviagation Easement of such noise, vibration, fumes, dust, fuel particles, illumination, radio or any other type of transmission (including, without limitation, transmissions which may interfere with television or other commercial, public and private broadcasts or transmission), and any other effects, all as may be allowed in, caused by, or result from the maintenance or operation of Aircraft or the arrival and departure of Aircraft in, on, to and from the Airport, or the maintenance or operation of the Airport; and (iii) the marking and lighting of obstructions to air navigation, including but not limited to any and all buildings, structures or other improvements and trees or other objects which extend into the Navigational Air Space or Aviagation Easement.

Grantor does hereby reserve and declare for the Grantor and its successors and assigns for the use and benefit of said Grantor and the public, and, in accepting this deed the Grantee, on its behalf and on behalf of all successors in interest in the Property, agrees that the Property shall be subject to the following restrictions with respect to its use: (i) no structure, building, facility, improvement, or object of natural growth shall be permitted upon the Property which encroaches upon or extends into the Navigational Air Space or Aviagation Easement; (ii) the Property shall not be used in such manner as to create electrical interference with radio communication to or from any Aircraft, (iii) the Property shall not be used in any manner which would be a hazard to the flight of Aircraft within the Navigational Air Space, interfere with the navigational and/or communications facilities or navigational aids serving the Airport, make it difficult for Aircraft pilots to distinguish between Airport lights and other lights, impair visibility in the vicinity of the Airport, endanger the landing, taking off, operation, or maneuvering of Aircraft, or constitute an obstruction to air navigation, as defined from time to time by application of the criteria of FAR Part 77 or subsequent additional regulations of the FAA; (iv) the Property shall not be used in such a manner as would violate any applicable federal, state, or local laws or regulations relating to interference with landing, taking off, operation, or maneuvering of Aircraft at the Airport; (v) that development of the Property shall be carried out in compliance with applicable federal and state laws and regulations relating to discovery of “historic property” as defined and provided for in 36 CFR 800.16(l)(1), as may be amended from time to time; (vi) that development of the Property shall be carried out in compliance with applicable federal and state laws and regulations regarding wetlands; and (vii) that prior to the commencement of any construction on the Property, the FAA shall be provided notice of proposed construction or





\_\_\_\_\_  
(signature)

Name(print): \_\_\_\_\_

Notary Public

My term expires:

KINLOCH-EXH C, FORM OF QUIT CLAIM DEED, CLEAN DRAFT 8-19-05, MAP- updated 4-28-06

**EXHIBIT C-1**

**LEGAL DESCRIPTION OF THE PROPERTY**

**Lambert Airport  
Kinloch Development (Phase 1)  
(17.9 Acres more or less)**

KINLOCH- EXHIBIT C-1 (SAME AS EXHIBIT A) LEGAL DESCRIPTION, FINAL 3-29-05, MAP

**ATTACHMENT 1**

**CITY OF ST. LOUIS  
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®**

**AGREEMENT AND CONTRACT OF SALE**

**SELLER: CITY OF ST. LOUIS, MISSOURI**

**BUYER: CITY OF KINLOCH, MISSOURI**

**CONTRACT NO: # \_\_\_\_\_  
AUTHORIZED BY ORDINANCE NO: \_\_\_\_\_**

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**CITY OF ST. LOUIS  
 LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®**

**AGREEMENT AND CONTRACT OF SALE**

**THIS AGREEMENT AND CONTRACT OF SALE** is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006 (the “**Agreement**”), by and between THE CITY OF ST. LOUIS, MISSOURI, a municipal corporation, as seller (“**St. Louis**”) and CITY OF KINLOCH, MISSOURI, a municipal corporation, as buyer (“**Kinloch**”).

**WITNESSETH THAT:**

**WHEREAS**, St. Louis is the owner and operator of Lambert-St. Louis International Airport® (the “**Airport**”) which is located in St. Louis County, Missouri;

**WHEREAS**, St. Louis desires to sell to Kinloch and Kinloch desires to purchase and acquire from St. Louis certain surplus real estate situated in the County of St. Louis, Missouri as further described herein; and

**WHEREAS**, the execution and delivery of this Agreement by St. Louis and/or Kinloch is hereby expressly contingent on the prior written approval by the Federal Aviation Administration (“**FAA**”) of: a) the release and sale of said surplus real estate to Kinloch, b) the provisions of this Agreement, c) Kinloch’s Development Plan for said surplus real estate, and d) any other related matter required to be submitted to and approved by the FAA.

**NOW THEREFORE**, in consideration of the terms, covenants, warranties, and conditions herein, to be faithfully kept and performed by St. Louis and Kinloch, it is agreed as follows:

**1. PURCHASE OF PROPERTY.** Kinloch hereby agrees to purchase and St. Louis hereby offers and agrees to sell all of St. Louis’ rights, title, and interest in and to the real property located within the boundary described in **EXHIBIT “A”** entitled “Legal Description of the Property,” which is attached hereto and incorporated herein, together with all improvements and fixtures thereon and appurtenances thereto including all rights-of-way adjacent to said real property and all abutters and access rights thereto and all water and mineral rights owned by St. Louis, if any, collectively hereinafter referred to as the “**Property**,” subject to certain leases and tenancies (the “**Leases**”) affecting the Property reviewed and approved by Kinloch and adjustments based on title investigations or surveys identified and mutually agreed to by St. Louis and Kinloch, as provided for in Section 15 below. All Leases known by St. Louis to be affecting the Property, if any, are more particularly described in **EXHIBIT “B”**, which is entitled “Tenant List” and is attached hereto and incorporated herein (see section 7 entitled “**Leases**”).

**2. PURCHASE PRICE.** The “**Purchase Price**” for the Property shall be THREE HUNDRED FIFTY FOUR THOUSAND DOLLARS (\$354,000.00), which both parties agree and acknowledge to be the fair market value of the Property based on appraisals of the Property, which take into account the highest and best use of the Property and the fact that the Property is be sold “**AS IS**” and may be subject to certain title defects and monetary liens. At the Closing (defined in Section 3 below) and upon the delivery of the Quit Claim Deed as hereinafter provided, Kinloch shall pay to St. Louis, by wire-transfer of good, current, immediately available funds, the Purchase Price subject to the closing costs, prorations and adjustments as provided in Section 6 below (the “**Closing Payment**”). Kinloch understands and agrees that St. Louis shall have full discretion to use the Closing Payment as it so desires and such discretion shall not be subject to the approval of Kinloch. Further, Kinloch acknowledges and understands that the net proceeds obtained by St. Louis from the sale of the Property are considered to be Airport revenue and must be deposited

by St. Louis into an interest bearing account and reinvested in an approved noise compatibility project for Airport purposes as agreed to by the FAA.

**3. CLOSING DATE.** The consummation of the sale transaction contemplated herein (the “Closing”) shall occur at the offices of Gateway Title Company, 1600 South Hanley Road, suite 100, St. Louis, Missouri 63144, the title company, closing agent and escrow agent (the “Title Company”), or at such other place or title company as may be agreed on by the parties hereto in writing. The Closing shall occur on the date (the “Closing Date”) designated by the written notice constituting the “Closing Notice”, as hereinafter provided. Following the satisfaction or waiver pursuant to the terms of this Agreement of all conditions precedent to the occurrence of the Closing on the part of both Kinloch and/or St. Louis, as applicable (the date upon which the last such condition precedent is to be satisfied or waived being referred to as the “Contingency Satisfaction Date”), Kinloch may give the Closing Notice to St. Louis setting the Closing Date, provided that neither party has validly terminated this Agreement pursuant to any termination right granted hereunder, and further provided that the Closing Date so designated in the Closing Notice must be a date more than fifteen (15) and less than sixty (60) days after the date of the Closing Notice (unless otherwise mutually agreed to by St. Louis and Kinloch in writing). If Kinloch has not given the Closing Notice within thirty (30) days after the aforesaid Contingency Satisfaction Date, then St. Louis may give the Closing Notice to Kinloch setting the Closing Date, provided that neither party has validly terminated this Agreement pursuant to any termination right granted hereunder, and further provided that the Closing Date so designated in the Closing Notice must be a date more than fifteen (15) and less than sixty (60) days after the date of the Closing Notice (unless otherwise mutually agreed to by St. Louis and Kinloch in writing). If neither Kinloch nor St. Louis has given a timely Closing Notice as provided for herein within forty-five (45) days after the maximum time period provided for FAA approval pursuant to Section 33 below, then this Agreement shall be null and void, unless the parties hereto mutually agree in writing to extend the time to close the sale on the Property.

- A. Title Company Authorization. Unless otherwise agreed to by St. Louis and Kinloch, St. Louis and Kinloch shall each deposit thirteen (13) original executed counterparts of this Agreement with the Title Company and shall direct the Title Company to distribute completed sets of the fully executed Agreement to the parties (8 to St. Louis and 4 to Kinloch), and to retain one (1) set for its records. The date on which the Title Company receives the last executed counterpart shall be the effective date of this Agreement (the “Effective Date”), and the Effective Date for this Agreement shall be written by the Title Company below:

Effective Date: \_\_\_\_\_

The Title Company is hereby authorized and instructed to deliver the documents and moneys to be deposited with it pursuant to the terms, covenants and conditions contained herein. Kinloch and St. Louis shall, on or before Closing, execute any and all documents and perform any and all acts in “good faith” reasonably necessary or appropriate to close the purchase and sale of the Property pursuant to the terms, covenants, warranties, and conditions of this Agreement.

**4. TITLE TRANSFER.** The sale and purchase of the Property shall be effective upon Closing and title to the Property shall transfer at the Closing to Kinloch.

**5. TRANSFER OF POSSESSION.** On the Closing Date, St. Louis shall transfer possession of the Property upon completion of the Closing to Kinloch free of all leases, tenancies, occupancy, or possessory rights of any kind whatsoever affecting the Property done or suffered by St. Louis, excepting the Leases reviewed and approved by Kinloch as provided for in Section 7 entitled “Leases”. The Property shall be delivered to Kinloch in its present condition (see Section 16 titled “General Condition of the Property”).

**6. CLOSING COSTS AND PRORATIONS.**

- A. Closing Costs. Kinloch shall pay all closing costs or settlement costs associated with the Property and expenses, irrespective of local custom, except those costs or expenses required for curing or release of liens, title encumbrances, or other title corrective measures, including recording costs associated therewith, which may become the responsibility of and obligation of St. Louis, if St. Louis so agrees, as provided for in Section 15 below.

B. Prorations and Adjustments.

(i) Taxes. Current real property taxes and general and special assessments (public or private), if any, shall be prorated between the parties as of the day of the Closing, Kinloch to have the day of the Closing. The calculation shall be based on the latest available assessment and rate and if both are not available, the previous year. St. Louis and Kinloch shall bear their prorated shares of the cost of all taxes and assessments related to the Property. St. Louis and Kinloch, however, acknowledge that as political subdivisions of the State of Missouri, the Property as held by either St. Louis or Kinloch should be fully exempt from ad valorem property tax, and, as a result, such prorations should not be necessary.

(ii) Revenue/Expenses. All revenue or income and all expenses or costs associated with the Property including, without limitation, rental income, operating revenue, non-metered sewer and water and other utility charges, repair and maintenance costs, and other operating or administrative expenses shall not be apportioned or prorated and shall remain the right, obligation, and/or responsibility of St. Louis until the Closing Date, at which time, such revenue, costs and expenses shall become the right, obligation and/or responsibility of Kinloch. Rent, if any, collected after the Closing from any tenants whose rent was delinquent at the time of the Closing shall be deemed to apply first to the rent which was delinquent at the time of the Closing and second to the current rent due. St. Louis hereby represents and agrees that there are no security deposits, prepaid rents, or other charges held or controlled by St. Louis in regard to the Leases, if any, defined in Section 7 below. The amount of any metered sewer, water and other utility bills applicable to the Property and allocable to the period prior to the Closing Date shall be determined by final meter or other usage reading and shall be paid by St. Louis when final bills are rendered. Non-metered utility charges, if any, shall be prorated to the Closing Date and shall be credited or charged against the Purchase Price.

(iii) Closing Statement. Prior to the Closing, the Title Company shall prepare and send a preliminary closing statement to St. Louis and Kinloch for their review and approval. The final "Closing Statement" shall be prepared by the Title Company and St. Louis and Kinloch shall each sign their respective Closing Statement at or prior to the Closing.

7. LEASES. St. Louis hereby covenants, represents, warrants, and agrees that the Tenant List listing and describing any Leases is complete, accurate, and correct to the best of St. Louis' knowledge, which covenant, representation and warranty shall be true on the Effective Date and as of the Closing Date (see Exhibit B). Within ten (10) calendar days of the Effective Date, St. Louis shall deliver to Kinloch copies of all Leases, including any amendments thereto, lease assignment and subleases, if any, and any other records directly relating to the Leases reasonably requested by Kinloch. St. Louis acknowledges and agrees that Kinloch's review and approval of the Leases within thirty-five (35) calendar days after the date upon which Kinloch receives all of the Leases is a condition precedent to the Closing. In the event that Kinloch disapproves any of the Leases, Kinloch may, at any time prior to the aforementioned thirty-five (35) calendar days, terminate or cancel this Agreement as its sole option or remedy without any liability whatsoever to Kinloch or St. Louis by giving written notice thereof to St. Louis. If Kinloch fails to give such timely notice to St. Louis, Kinloch shall be deemed to have waived its rights to terminate or cancel this Agreement pursuant to this Section 7. St. Louis hereby covenants, represents, warrants and agrees that, after the Effective Date of this Agreement, it will not enter into, renew or amend any lease or tenancy without the prior written approval of Kinloch and such approval shall not be unreasonably withheld, delayed, or conditioned. St. Louis shall give Kinloch twenty (20) calendar days' prior notice of St. Louis' desire to renew or amend any Lease or consent to or permit any subleasing of any portion of the Property and shall contemporaneously deliver a written copy of said proposed lease, renewal, amendment or sublease to Kinloch for its review and approval (provided that notwithstanding the foregoing, Kinloch shall not be obligated to consent to any amendment or extension of any such lease which would result in the lease term being extended beyond the Closing Date, unless such lease provides for termination at the lessor's discretion upon not more than 30 days notice).

A. Additional Warranties. St. Louis warrants, represents, and agrees that: i) the copies and originals of the Leases, if any, required hereunder to be submitted by St. Louis to Kinloch are true, accurate, and complete leases with all attachments, amendments, assignments, and subleases, if any, and to the best of St. Louis' knowledge constitute the sole and entire agreements between St. Louis and tenants relating to the specific tenant's lease hold; ii) the Leases, if any are listed on EXHIBIT B, are in full force and effect; iii) St. Louis, to the best of its knowledge, is unaware of any breach or default in regard to any Lease; iv) rents, if any, are paid to date, except as otherwise disclosed to Kinloch prior to the Closing; v) rents, if any, are paid directly to St. Louis and St. Louis is unaware of any claim or lien by any third party to any such rents; and vi) St. Louis does not hold or control any security deposits or prepaid rents in regard to the Leases, if any.

- B. Notice to Tenants. If there are any Leases, Kinloch shall notify each tenant under the Leases, in writing, of Kinloch's acquisition of the Property, immediately after the Closing. This notice shall set forth Kinloch's address for the payment of rent, if any and Kinloch's address for giving notice. St. Louis shall, if requested by Kinloch, join in the execution of such notice.

**8. INSPECTIONS OF PROPERTY.**

- A. Access To Property. During the period commencing on the Effective Date and ending on the earlier of (i) the Closing or (ii) ninety (90) calendar days after the Effective Date (the "**Inspection Period**"), Kinloch and Kinloch's employees, consultants, agents, representatives, inspectors, licensees, independent contractors and contractors (including, without limitation, any holders of development rights as to the Property pursuant to agreements with Kinloch) (collectively, the "**Permitted Parties**") may enter the Property during regular business hours as reasonably necessary to make such inspections, testing, reports, surveys, environmental inspections (including sampling), studies and assessments as Kinloch in its sole discretion and at its costs may determine to make, and to inspect and copy at the Airport non-privileged reports, documents and records pertaining solely to the Property, including but not limited to: all plans and specifications, blueprints, soil reports, geological, environmental and engineering reports, environmental compliance and waste management plans and other governmental reports, if any, that St. Louis has in its possession or under St. Louis' control relating to St. Louis' ownership or the condition of the Property (the "**Inspection Work**"), after St. Louis has obtained confidentiality agreements executed on behalf of Kinloch and its Permitted Parties in accordance with St. Louis' customary practices regarding confidentiality. In furtherance of the foregoing purposes, Kinloch and the other Permitted Parties are permitted to temporarily store, move and remove equipment and supplies that are to be used directly in the Inspection Work. Such equipment and supplies shall be promptly removed by Kinloch and/or other Permitted Parties from the Property once no longer required for the Inspection Work. The protection of such equipment and supplies temporarily stored on the Property from weather, theft, vandalism, damage, and all other hazards and the proper and safe storage of such equipment and supplies is solely the responsibility of Kinloch and/or its Permitted Parties who placed the same upon the Property, and St. Louis shall have no obligation or liability therefor. Kinloch on behalf of itself and its Permitted Parties agree to take all reasonable and /or necessary precautions to safeguard all persons and property when conducting its Inspection Work, shall guard against the mishandling of its equipment, and supplies, and shall exercise due caution and proper judgment in all of its Inspection Work. St. Louis shall have the right to inspect the work site and Kinloch's or any other Permitted Parties' equipment and supplies for compliance with the terms of this Agreement. Kinloch or any other Permitted Party desiring to enter the Property shall give St. Louis at least three (3) working days' written notice in advance of any intended inspection or entry (the "**Inspection Notification**"). This Inspection Notification shall include: a) the specific location and the type of Inspection Work to be performed including, without limitation, notice of any excavating, drilling, or boring work, b) a copy of all necessary permits, licenses, and/or authorizations that may be required by law in order to conduct the Inspection Work, c) the type of equipment to be used (including the operating height of any cranes, drilling equipment, or other equipment that may penetrate or approach the height limits as established in FAR Part 77), d) approximate number of workers on site, e) a general schedule including a detailed work plane along with appropriate health and safety information, if applicable, and f) prior to the use or operation of any crane, drilling, or other piece of equipment on the Property that may penetrate or approach the height limits as established in FAR Part 77, a copy of Form 7460 filed with and approved by the FAA. Kinloch's and its Permitted Parties access to the Property may be supervised by St. Louis, if St. Louis so elects.

B. Covenants.

- (i) Kinloch agrees that it and its Permitted Parties shall conduct all Inspection Work on the Property in compliance with all applicable federal, state, local, and Airport rules, procedures, laws, regulations, ordinances, orders, decrees, advisory circulars, permits and codes including, without limitation, all rules and regulations which the Director may establish from time to time, all security, safety, health and environmental laws and all laws, rules, regulations, permits, and advisory circulars of any regulatory bodies having jurisdiction with respect to Permitted Activities, the Property or the Airport, as they may be amended from time to time.

C. Limitations On Access/Inspection Work.

(i) Kinloch shall not do or permit its Permitted Parties to do anything on the Property that would be in conflict with or violate the requirement of TSA regulations or security directives regarding airport security, as they may be amended from time to time, or the Airport's TSA approved security plan. Any fines and/or penalties levied against St. Louis for security violations at the Airport caused by Kinloch or any of its Permitted Parties shall be due and payable to St. Louis by Kinloch within thirty (30) days of St. Louis' request.

(ii) Kinloch shall be responsible for obtaining and coordinating any security badging, vehicle decals, and/or any other actions that may be required to ensure that Kinloch and its Permitted Parties are in compliance with St. Louis' security plan, and TSA regulations and security directives, as they may be amended from time to time. Kinloch shall be responsible for all costs associated with obtaining such badge and/or access privileges contemplated herein.

(iii) Kinloch shall not knowingly do or permit any of its Permitted Parties to do anything on the Property that would be in conflict or violate the requirements of Part 139 of the Federal Aviation Regulations, "Certification and Operations: Land Airports Serving Certain Air Carriers" or any successor regulation, order, or directive, or that would jeopardize the Airport's operating certificate obtained pursuant to such federal regulations.

(iv) Kinloch shall be responsible for its Permitted Parties and shall immediately initiate and take all corrective action should any of its Permitted Parties fail to strictly comply with any term or provision of this Agreement.

(v) Kinloch and its Permitted Parties (at their cost) shall comply with all security and access procedures of St. Louis' tenants that may apply to certain portions of the Property.

D. Damage To Property During Inspection Work: Any damage to the Property made by Kinloch or any person acting for or on behalf of Kinloch, shall be repaired promptly, replacing or restoring any pavement, concrete, or vegetation that is damaged and generally placing the Property and all points of entry by such inspectors in the same condition as before the inspection or entry to the extent reasonably practical, ordinary wear and tear accepted, unless otherwise agreed to by St. Louis in writing. All Inspection Work, and all repairs to the Property arising from the Inspection Work, shall be at Kinloch's expense. Kinloch and its Permitted Parties shall use its best efforts to minimize damage to the Property and to minimize any interference with St. Louis' tenants, the FAA or their operations, the operations of St. Louis or the Airport when conducting the Inspection Work. In no event shall Kinloch or any of its Permitted Parties interfere with the operations of the FAA's or Airport NAVAIDS and/or the operations of the Airport or St. Louis' tenants when conducting the Inspection Work (see Section 8.C above.)

E. Interference To Air Navigation: Kinloch warrants, represents, and agrees that no obstruction to air navigation, as such are defined from time to time by application of the criteria of FAR Part 77 or subsequent and additional regulations of the FAA, will be installed, placed, operated, used, or permitted to remain on the Property by Kinloch or its Permitted Parties during the Inspection Period. Kinloch further agrees not to install, operate, or place on the Property any equipment, machinery, or objects that would in any way interfere with the safe and efficient operations of navigation aides or would interfere with the safe and efficient operations of the Airport or interfere with the operations of the Airport's tenants or other users of the Airport. Kinloch warrants, represents, and agrees that prior to the use or operation by Kinloch or any other Permitted Party of any crane, drilling, or other piece of equipment on the Property that may penetrate or approach the height limits as established in FAR Part 77, Kinloch shall file a Form 7460 with and obtain the approval from the FAA. St. Louis reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against such obstructions to air navigation. The mailing address for the FAA's Airport Division is as follows:

FAA Central Region  
Airport Division  
901 Locust  
Kansas City, MO 64106-2325

- F. Contingency. Kinloch's satisfaction with the physical, environmental and overall condition of the Property within the Inspection Period is a condition precedent to Closing. In the event that Kinloch is not so satisfied with the condition of the Property, Kinloch may, at any time prior to the expiration of the Inspection Period, terminate or cancel at its sole option or remedy this Agreement without any liability whatsoever to Kinloch or St. Louis by giving written notice thereof to St. Louis. If Kinloch fails to give such written notice within the Inspection Period, Kinloch shall be deemed to have waived its right to terminate or cancel this Agreement pursuant to this Section 8.
- G. Documents/Reports. Except as herein expressly provided, Kinloch acknowledges and agrees that any information and documents obtained from St. Louis in accordance with this Section 8 are for informational purposes only, and although believed to be reliable, shall not be relied upon by Kinloch, and in the event any such information or documents are incorrect or incomplete, St. Louis shall not be liable to Kinloch for such inaccuracies because St. Louis makes no warranty or representation expressed or implied that the information or documents are true, complete, or accurate.
- H. Indemnification. Kinloch, to the extent permitted by law, shall protect, defend and hold, indemnify, and save harmless St. Louis and its directors, officers, employees, representatives, and agents from and against any and all liabilities, losses, suits, claims or causes of action, judgments, fines or demands (including but not limited to reasonable attorney fees', court costs, and expert fees), in connection with loss of life, personal injury, or damage to property arising out of the negligent acts or negligent omissions or wrongful acts of Kinloch and its officers, employees, representatives, consultants, contractors, invitees, independent contractors, and agents or other Permitted Parties while performing or resulting from the Inspection Work (except to the extent arising out of the negligence or intentional misconduct of St. Louis, its boards, commissions, directors, officers, employees, contractors, agents or representatives), and such indemnity shall survive the Closing or the consummation or termination of this Agreement. Nothing herein shall be construed or interpreted to waive Kinloch's or St. Louis' rights of sovereign immunity.
- I. Building Code Compliance. St. Louis represents, WARRANTS, and agrees that as of the Effective Date, St. Louis has no knowledge of the receipt of any written or other notice ("**Code Notice**") from any governmental authority, quasi-governmental authority, insurance company, or insurance rating service of any building code violations, repairs, replacements or alterations to the Property that have not as of the date hereof been remedied by St. Louis in a good and workmanlike manner, or of any alleged or potential environmental non-compliance not already disclosed to Kinloch in writing prior to the Effective Date. St. Louis shall immediately advise Kinloch of any Code Notices received by St. Louis prior to the Closing, all of which shall be remedied or resolved to Kinloch's reasonable satisfaction as a condition precedent to the Closing. Kinloch's sole remedy for St. Louis' breach of any term, covenant, condition, or provision of this Section 8.I shall be to terminate or cancel this Agreement with no further liability whatsoever to Kinloch or St. Louis by giving St. Louis written notice of the termination prior to the Closing. If Kinloch fails to object in writing prior to the Closing, Kinloch waives its right to terminate this Agreement pursuant to this Section 8.I.
- 9. DOCUMENTS TO BE DEPOSITED WITH TITLE COMPANY BY ST. LOUIS.** On or before the Closing, St. Louis shall deliver to Title Company for delivery to Kinloch upon Closing the following:
- A. Five (5) recordable and fully executed Quit Claim Deeds in the form attached hereto as **EXHIBIT "C"** and incorporated herein (the "Form of Quit Claim Deed"), remising, releasing, forever quit-claiming unto Kinloch the Property subject without limitation to all easements, restrictions, covenants, and other matters of record, unless otherwise agreed to by St. Louis and Kinloch in writing or waived by Kinloch as more fully described and provided for in Section 15 entitled "Form of Conveyance and Title Insurance."
- B. A valid and binding ordinance authorizing St. Louis to consummate the sale contemplated herein, in a form reasonably acceptable to the Title Company and Kinloch.
- C. A final Closing Statement (see Section 6B(iii)).
- D. Information for the reporting requirements required by the Internal Revenue Code of 1986 as amended, if applicable.

- E. Originals of all Leases identified in the Tenant List (see Section 7) including any amendment thereto, lease assignments, renewals and subleases, if any.
- F. Such other and further reports, documents, records, instruments, affidavits, certifications as may be reasonably necessary to complete the sale contemplated herein.

**10. DOCUMENTS TO BE DEPOSITED WITH TITLE COMPANY BY KINLOCH.** On or before the Closing, Kinloch shall deliver to Title Company for delivery to St. Louis upon Closing the following:

- A. Five (5) original recordable and fully executed Quit Claim Deeds in the form attached hereto as **EXHIBIT “C”** as more fully described and provided for in Section 15 entitled “Form of Conveyance and Title Insurance”;
- B. A valid and binding ordinance authorizing Kinloch to consummate the sale contemplated herein, in a form reasonably acceptable to the Title Company and St. Louis.
- C. The Closing Payment as provided for in Section 2 of this Agreement; and
- D. Such other and further documents, affidavits, certifications, or instruments as may be reasonably necessary to complete the sale contemplated herein.

**11. CONDITIONS PRECEDENT TO KINLOCH’S AND ST. LOUIS’ OBLIGATIONS.**

- A. Kinloch’s Closing Conditions. Kinloch shall not be obligated to close on the purchase of the Property unless the contingencies provided for in *Sections 7, 8, 15, or 33*, or other contingencies for the benefit of Kinloch set forth herein, have been satisfied or waived within the time periods provided under this Agreement with respect to such contingencies. If the foregoing Closing conditions or contingencies are not satisfied or waived pursuant to the terms of this Agreement by such date(s) as required herein, then Kinloch may elect, at Kinloch’s sole option or remedy to: (i) terminate this Agreement without any liability whatsoever to Kinloch or St. Louis; (ii) extend the Closing Date for the number of days necessary for St. Louis to fulfill, satisfy or cause to be fulfilled or satisfied any such contingencies; (iii) waive in writing any of the foregoing contingencies and proceed to close on its purchase of the Property; or (iv) unless otherwise expressly provided for herein, pursue any other rights and remedies at law and/or in equity subject to and in accordance with the terms and provisions of this Agreement.
- B. St. Louis’ Closing Conditions. St. Louis shall not be obligated to close on the sale of the Property unless the contingencies provided for in Section 33 and the other contingencies for the benefit of St. Louis set forth herein, have been satisfied or waived within the time periods provided under this Agreement with respect to such contingencies. If the foregoing Closing conditions or contingencies are not satisfied or waived pursuant to the terms of this Agreement by such date(s) as required herein, then St. Louis may elect, at St. Louis’ sole option or remedy to: (i) terminate this Agreement without any liability whatsoever to St. Louis or Kinloch; (ii) extend the Closing Date for the number of days necessary for Kinloch to fulfill, satisfy or cause to be fulfilled or satisfied any such contingencies; (iii) waive in writing any of the foregoing contingencies and proceed to close on its sale of the Property; or (iv) unless otherwise expressly provided for herein, pursue any other rights and remedies at law and/or in equity subject to and in accordance with the terms and provisions of this Agreement.
- C. Kinloch Release. Contemporaneously with the Closing on the Property as contemplated herein and as evidenced by the payment of the Closing Payment to St. Louis, Kinloch hereby releases and forever discharges St. Louis and its officers, directors, commissioners, boards, employees, contractors, consultants, representatives, and agents from any and all constitutional, statutory or common law causes of action, lawsuits, liabilities, rights, claims, damages, losses it may have now or in the future against St. Louis and/or its officers, directors, commissioners, boards, employees, contractors, consultants, representatives, and agents incidental to, arising from, or related to St. Louis’ acquisition of or ownership of the Property For purposes of this Section 11.C, Kinloch shall mean and include the City of Kinloch, its boards, commissions, representatives, and any related parties, including their successors, assigns, directors, officers, employees, shareholders, agents, and representatives.

**12. PERMITS.** St. Louis, within thirty (30) calendar days after Effective Date of this Agreement, shall deliver to Kinloch a copy of all licenses, permits, authorizations, and certificates of occupancy, if any, in St. Louis’ possession or control issued by any governmental entity relating or pertaining to the Property.

**13. ENVIRONMENTAL CONDITIONS.**

- A. Notice. In lieu of providing any covenants, representations, or warranties with respect to the Property, St. Louis agrees to make available to Kinloch all material, non-privileged documents in St. Louis' possession or control, if any, which, to the best of St. Louis' knowledge and belief, pertain to the environmental condition of the Property, or the presence of any hazardous or toxic substance, materials, gases, oil, petroleum products or derivatives, chemicals, pollutants, or waste in, on, or under the Property or any underground storage repository.

**14. RISK OF LOSS AND INSURANCE.**

- A. Risk of Loss. St. Louis assumes all risk and loss to the Property by any cause whatsoever (including but not limited to: fire, flood, earthquake, tornado, and vandalism) until and including the day of Closing when title is transferred to Kinloch. Until and including the day of the Closing, if the Property covered by this Agreement shall be damaged or destroyed, St. Louis shall immediately notify Kinloch in writing of the damage or destruction, and the amount of insurance proceeds payable, if any. In the event that a material portion of the Property is damaged or destroyed, St. Louis, after consulting with Kinloch, shall at St. Louis' option elect to: (i) restore, rehabilitate, or replace the damaged or destroyed Property and close upon the completion of such restoration or, (ii) elect to assign any insurance proceeds relating to the destruction or damage to Kinloch and proceed to close in accordance with this Agreement, in which case St. Louis shall have no further liability under this Section 14, or, if there is no insurance proceeds relating to the destruction or damage, (iii) elect to proceed to close in accordance with this Agreement, in which case St. Louis shall have no further liability under this Section 14.A. Notwithstanding the foregoing Kinloch shall have the right (as its sole option or remedy) to terminate this Agreement without any liability of any kind to Kinloch or St. Louis if: (i) there are no insurance proceeds relating to the destruction or damage, or (ii) said insurance proceeds to be assigned by St. Louis to Kinloch or St. Louis' planned restoration, as the case may be, are deemed by Kinloch in good faith to be insufficient to restore, rehabilitate, or replace the damaged or destroyed Property in a timely manner. All insurance proceeds received by St. Louis for damage to personal property or for business interruption and/or loss of use shall belong to St. Louis.
- B. Insurance. St. Louis represents, warrants, and agrees to maintain its current level of insurance coverage in force (i.e., comprehensive general liability and property insurance) in regard to the Property, if any, until and including the day of the Closing.

**15. FORM OF CONVEYANCE AND TITLE INSURANCE.**

- A. Deed to Property. St. Louis shall remise, release and quit-claim the Property (reserving for St. Louis and its successors and assigns, for the use and benefit of St. Louis and the public an avigation easement over the Property as set out in Exhibit C) by Quit Claim Deed subject, without limitation, to all easements, restrictions, covenants, and other matters of record, unless otherwise agreed to in writing by St. Louis and Kinloch or waived by Kinloch as provided for in this Section 15. St. Louis shall deliver to the Title Company for delivery to Kinloch at the Closing said recordable and duly executed Quit Claim Deed for the conveyance of the Property. After the Closing on the Property, the Title Company, unless otherwise directed in writing by Kinloch and St. Louis, shall immediately record in the office of St. Louis County Recorder of Deeds the executed Quit Claim Deed for the conveyance of the Property (see Section 10 above).
- B. Title Insurance. Within ninety (90) days after the Effective Date of this Agreement Kinloch (at its expense) shall obtain from the Title Company one or more commitments ("**Title Commitment**") to issue an ALTA Owner's Title Insurance Policy to Kinloch in the full amount of the Purchase Price, effective as of the Closing, insuring that fee simple title to the Property is vested in Kinloch (the "**Title Policy**"). Kinloch shall direct the Title Company to furnish St. Louis a copy of the Title Commitment. If the matters listed as exceptions to the Title Commitment are not satisfactory to Kinloch, Kinloch shall provide St. Louis with written notice of such objections (the "**Title Objections**") within ninety (90) days of the Effective Date. Thereafter, St. Louis may elect to cure the Title Objections raised by Kinloch, but in the event that the Title Objections are not cured within one hundred (100) days after the Effective Date, Kinloch may as its sole option or remedy elect to: (i) terminate or cancel this Agreement by giving written notice thereof prior to the expiration of such one hundred (100) day period without any liability whatsoever to Kinloch or St. Louis; (ii) enter into good faith negotiations to try to reach an agreement with St. Louis, within such one hundred (100) day period, for a reduction of the Purchase

Price; or (iii) waive within such one hundred (100) day period such Title Objections which St. Louis is not able or willing to cure through the exercise of reasonable efforts or good faith negotiations and proceed to Closing. (See also Section 15.D below.) If Kinloch does not provide, prior to the expiration of the ninety (90) day period, written notice of its Title Objection, such contingency shall be deemed waived. Kinloch shall pay the cost of the Title Policy. If Kinloch does not provide, prior to the expiration of the one hundred (100) day period, written notice terminating this Agreement, such contingency shall be deemed waived.

- C. Survey. Kinloch, at Kinloch's expense, may obtain a current survey of the Property (the "**Survey**") prepared by a licensed surveyor showing matters which are customarily disclosed on a survey. If the Survey discloses matters that are unacceptable to Kinloch ("**Survey Objections**"), Kinloch shall notify St. Louis of such matters within seventy-five (75) days of the Effective Date. In the event Kinloch does not notify St. Louis of Kinloch's Survey Objections within seventy-five (75) days of the Effective Date, it shall be deemed that the Survey is acceptable to Kinloch and all matters and contingencies which an accurate survey would show shall be deemed waived by Kinloch. In the event that Kinloch does timely notify St. Louis of the Survey Objections, thereafter, St. Louis may elect to cure the Survey Objections raised by Kinloch, and in the event that the Survey Objections are not cured within ninety (90) days of the Effective Date of this Agreement, Kinloch may as its sole option or remedy elect to: (i) terminate or cancel this Agreement by giving written notice thereof prior to the expiration of such ninety (90) day period without any liability whatsoever to Kinloch or St. Louis; (ii) enter into good faith negotiations and reach an agreement with St. Louis, within such ninety (90) day period, for a reduction of the Purchase Price; or (iii) waive within such ninety (90) day period such Title Objections which St. Louis is not able or willing to cure through the exercise of reasonable efforts or good faith negotiations and proceed to Closing. (See also Section 15.D below.) If Kinloch does not provide, prior to the expiration of the ninety (90) day period, written notice terminating this Agreement, such contingency shall be deemed waived. St. Louis shall not be required to bear any portion of the cost of the Survey.
- D. Additional Documents. St. Louis covenants and agrees to execute and deliver such customary affidavits, documents, instruments, releases, and records as may be reasonably required by Kinloch or the Title Company to consummate the purchase or limit any exception in the Title Policy. Kinloch and St. Louis acknowledge and agree that St. Louis shall have no obligation to cure any of Kinloch's Title Objections including, without limitation, judgments, deeds of trust, monetary liens or security interests, and/or Survey Objections. Nothing in this Agreement is to be construed or interpreted to require Kinloch to accept title that is not marketable in fact unless Kinloch waives such right as provided for herein and/or proceeds with the Closing on the Property and thereby accepts title that is not marketable in fact. Nothing in this Agreement is to be construed or interpreted to require or obligate St. Louis to deliver title that is marketable in fact.

**16. GENERAL CONDITION OF PROPERTY.** Kinloch acknowledges that it will have conducted or had the opportunity to conduct its own inspections and investigations of the Property including, without limitation, environmental inspections and investigations, and except as otherwise stated or provided for in this Agreement (i.e. see Section 5 "Transfer of Possession" and Section 8.I titled "Building Code Compliance") is acquiring the Property on an "**AS-IS**" basis with no warranties or representations of any kind whatsoever, express or implied, either oral or written, made by St. Louis or any of its officers, employees, agents, or representatives with respect to the physical, environmental, or structural conditions of the Property or otherwise.

- 17. LIENS.** St. Louis covenants, represents, warrants, and agrees that:
- A. St. Louis shall not allow any liens, attachments, or other encumbrances of any kind whatsoever to be filed against or on the Property between the Effective Date and the Closing caused, done, or suffered by St. Louis;
- B. As of the Closing there shall be no recorded or unrecorded contracts and/or options to which St. Louis is a party affecting title to the Property, or any part thereof;
- C. There are presently no mechanic liens placed against or on the Property, and there has been no work done on the Property which will result in the placement of a mechanic's lien on the Property after the Closing;
- D. There shall be no service, supply, maintenance or management contracts or agreements, which will be binding on Kinloch after the Closing; and

- E. To the extent that pre-existing utility liens affect any portions of the Property, St. Louis agrees to reasonably cooperate with Kinloch in requesting the release of such liens (provided that St. Louis shall not be obligated to expend any funds in connection with any such releases).
- 18. TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement. The parties agree that time shall be of the essence in the performance of each and every obligation and understanding of this Agreement.
- 19. REMEDIES UPON DEFAULT.**
- A. Kinloch's Remedies. Unless otherwise expressly provided for herein, in the event of St. Louis' unexcused breach of any of the terms, covenants, conditions, warranties, provisions, or obligations (the "**Provisions**") of this Agreement, St. Louis shall have thirty (30) calendar days following receipt of written notice thereof from Kinloch in which to cure such breach or default. In the event that the breach or default remains uncured at the expiration of such thirty (30) day cure period, Kinloch subject to and in accordance with the Provisions of this agreement shall be entitled to pursue any remedies at law and/or in equity as may be available to Kinloch including but not limited to specific performance, unless otherwise expressly provided for herein.
- B. St. Louis' Remedies. Unless otherwise expressly provided for herein, in the event of Kinloch's unexcused breach of any Provisions of this Agreement or default hereunder, Kinloch shall have thirty (30) calendar days following receipt of written notice thereof from St. Louis in which to cure such breach or default. In the event that the breach or default remains uncured at the expiration of such thirty (30) day cure period, St. Louis subject to and in accordance with the Provisions of this Agreement shall be entitled to pursue any remedies available at law and/or in equity as may be available to St. Louis including but not limited to specific performance, unless otherwise expressly provided for herein.
- C. Attorney Fees. In the event of litigation between the parties regarding this Agreement the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs, and litigation expenses.
- 20. ASSIGNMENT.** Agreement shall not be assigned in whole or part by either party.
- 21. ACKNOWLEDGMENT OF TERMS AND CONDITIONS OF SALE.** The parties affirm each has full knowledge of the Provisions contained in this Agreement. Each party acknowledges that such party and its counsel, after negotiation and consultation, have reviewed and revised this Agreement. As such, the Provisions of this Agreement shall be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits hereto.
- 22. ENTIRE AGREEMENT.** This Agreement is intended by the parties hereto as a final expression of their agreement with respect to the subject matter hereof as are included in and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement constitutes the entire agreement between the parties hereto. This Agreement may be amended from time to time by written agreement, duly authorized and executed by all the signatories to this Agreement. Kinloch acknowledges that any such amendment to the Agreement must be authorized by an ordinance recommended and approved by St. Louis's Board of Estimate and Apportionment and approved by St. Louis's Board of Aldermen. However, the Airport Director, on behalf of St. Louis and in its best interest, may agree to amend the attached exhibits, consisting of **EXHIBIT "A"**, the legal description for the Property, **EXHIBIT "B"** entitled "Tenant List", and **EXHIBIT "C"** entitled "Quit Claim Deed".
- 23. WAIVER.** No waiver of any breach of any Provision shall be deemed, or shall constitute a waiver of any preceding or succeeding breach thereof of any Provision contained herein. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act. No waiver shall be binding unless executed in writing by the party granting the waiver.
- 24. REQUIRED APPROVALS.** When the consent, approval, waiver, or certification ("**Approval**") of either party is required under the terms of this Agreement, such Approval must be in writing and signed on behalf of the party making the Approval. Whenever the Approval of St. Louis or the Director of Airports is required, the Approval must be from the Director of Airports or his/her authorized or designated representative. Whenever the Approval of Kinloch is required, the Approval must be from Keith L. Conway, Mayor of The City of Kinloch or his authorized or designated representative. St. Louis and Kinloch acknowledges that extensions of time of performance may be made by the written mutual consent of the Director of Airports on

behalf of St. Louis and Keith L. Conway, Mayor of The City of Kinloch on behalf of Kinloch.

**25. SEVERABILITY.** If for any reason one or more of the Provisions in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other Provision of this Agreement and shall be construed as if such invalid, illegal or unenforceable Provision never had been included in this Agreement, provided the invalidity of such Provision does not materially or substantially prejudice either St. Louis or Kinloch in its respective rights and obligations contained in the valid Provisions of this Agreement.

**26. NOTICES.** Any notice, request, or other communication to be given hereunder shall be in writing and (i) shall be delivered personally, or (ii) shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, or (iii) shall be sent by telex, telegram, telecopy or other similar form of rapid transmission confirmed by the mailing (by first class or express mail, postage prepaid) written confirmation at substantially the same time as such rapid transmission; and, shall be addressed to the parties at the respective addresses set forth below. A party may change its address for receipt of notice by service of notice of such change in accordance herewith.

If to St. Louis:                     Director of Airports  
   Lambert-St. Louis International Airport®  
   P.O. Box 10212, Lambert Station  
   St. Louis, MO 63145  
   Fax: (314) 426-5733

with a copy to:                     Mr. Jim Bularzik  
   Lambert-St. Louis International Airport®  
   Airport Planning & Development Office  
   13723 Riverport Drive, 3rd Floor  
   Maryland Heights, MO 63043  
   Fax: (314) 551-5013

with a copy to:                     Airport Legal Department  
   Lambert-St. Louis International Airport®  
   P.O. Box 10212, Lambert Station  
   St. Louis, MO 63145  
   Fax: (314) 426-8058  
   Attn: Mario A. Pandolfo, Jr., Esq.

If to Kinloch:                     The City of Kinloch  
   5990 Monroe Street  
   Kinloch, Missouri 63140  
   Attn: Mayor Keith L. Conway  
   (314)- 521-3335  
   Fax: (314)551-3368

with a copy to:                     Donnell Smith  
   Smith & Associates, LLC  
   1945 Woodson Road  
   St. Louis, MO 63114

If to Title Company:             Gateway Title Company  
   1600 South Hanley Road, Suite 100  
   St. Louis, MO 63144  
   Attn: Emily Devereux  
   (314) 862-2221  
   Fax: 314-647-2373

Notice shall be deemed to be given when delivered, in the case of personal delivery, when deposited in the mail, in the case of being sent by mail and when sent from the sending machine, when sent by telex, telegram, telecopy or similar form of rapid transmission.

Notice shall be deemed received at the earlier of actual receipt or two (2) calendar days after being sent in the manner provided for above.

27. **ADDITIONAL WARRANTIES.** St. Louis and Kinloch hereby represent and warrant to the other that each party has full power and authority to enter into and perform this Agreement in accordance with its Provisions. Neither party is in violation of any contract, lease, permit, license, or agreement, which would affect either party's ability to perform this Agreement in accordance with its Provisions.

28. **GOVERNING LAW.** This Agreement shall be deemed to have been made in, and construed in accordance with the laws of the State of Missouri, and is subject to the Charter of City of St. Louis and the Municipal Code of the City of Kinloch, except where there is a conflict with applicable federal regulations, orders, rules, requirements, and statutes in which case the federal law shall apply.

29. **MISCELLANEOUS PROVISIONS.**

- A. **Exhibits.** All exhibits described herein are fully incorporated into this Agreement by this reference as if fully set out herein. St. Louis and Kinloch shall, prior to Closing, reasonably and in good faith finalize and attach all such exhibits to the Agreement, which may not have been in final form as of the date of the Agreement.
- B. **Paragraph Headings.** The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope of the paragraphs hereof.
- C. **Dates and Non-business Days.** Whenever a number of days is referred to in this Agreement, days shall mean calendar days unless otherwise expressly provided. If the last day for giving of notice or for performance of any obligation or condition hereunder is a Saturday, Sunday or federal, state, St. Louis, or Kinloch holiday, then such last day shall be extended to the next succeeding business day thereafter. Whenever it is provided in this Agreement that days shall be counted, the first day to be counted shall be the day following the date on which the event causing the period to commence occurs.
- D. **Other Documents.** Each party, at the request of the other, shall execute, acknowledge (if appropriate), and deliver whatever additional documents, instruments, affidavits, certifications, and records, and perform such other acts in good faith, as may be reasonably required in order to accomplish the intent and purposes of this Agreement.
- E. **Binding Contract.** This Agreement shall become effective and binding only upon the execution by St. Louis and Kinloch and delivery of the executed counterparts of St. Louis and Kinloch to the Title Company. Kinloch acknowledges and agrees that this Agreement is subject to St. Louis' Charter and ordinance as they may be amended from time to time. St. Louis acknowledges and agrees that this Agreement is subject to Kinloch's Charter and ordinance as they may be amended from time to time. This Agreement shall inure to the benefit of and bind Kinloch and St. Louis and their respective representatives, successors, and permitted assigns.
- F. **Force Majeure.** Neither St. Louis nor Kinloch shall be deemed in violation of this Agreement if it is prevented from performing any obligation hereunder by reason of strike, boycott, labor disputes, embargoes, shortage of materials, acts of God, acts of a public enemy, acts of a superior governmental authority, weather conditions, riots, rebellions, or sabotage or any other circumstances for which it is not responsible and which is not within its control.
- G. **Gender and Number.** Whenever the sense of this Agreement so requires, the use of (i) the singular shall be deemed to include the plural, (ii) the masculine gender shall be deemed to include the feminine or neuter gender, and (iii) the neuter gender shall be deemed to include the masculine or feminine gender.
- H. **Counterparts.** This Agreement and any companion documents or instruments referred to herein, may be executed in any number of counterparts, each of which shall be original, but all of which together shall constitute one document or instrument.
- I. **No Personal Liability.** No alderman, commissioner, director, officer, board member, employee, or other agent of St. Louis or Kinloch shall be personally liable under or in connection with this Agreement.

30. **BROKERAGE COMMISSION.** The parties represent and warrant, each to the other, that neither has engaged the services of any broker with respect to this transaction. If any claims for brokerage commissions or finder fees or like payment arise out of or in connection with the transaction provided for herein, and in the event any claim is made, all such claims shall be handled and paid by the party whose actions or alleged commitment form the basis of such claims. Each party whose actions or alleged commitment form the basis of a claim shall indemnify and hold harmless the other party from and against any and all claims or demands with respect to any brokerage fees, or agent’s commissions or other compensation asserted by any person, firm, association, or corporation in connection with this Agreement or the transaction contemplated herein. The representations, warranties and agreement contained in this sub-paragraph shall survive the Closing or, if the Closing does not occur, the termination or cancellation of this Agreement

31. **SURVIVAL.** All the Provision of this Agreement shall survive the Closing and the delivery and acceptance of the deed and shall not be merged into any deed or other document given at the Closing.

32. **KNOWLEDGE.** Whenever the phrases “to the knowledge of Kinloch”, “to the best of Kinloch’s knowledge” or words of similar import are used in this Agreement, such knowledge shall be construed to mean that Kinloch has no actual or constructive knowledge except as may have already been disclosed to St. Louis prior to, or at the time of the Closing. Whenever the phrases “to the knowledge of St. Louis”, “to the best of St. Louis’ knowledge” or words of similar import are used in this Agreement, such knowledge shall be construed to mean that St. Louis has no actual or constructive knowledge except as may have already been disclosed to Kinloch prior to, or at the time of the Closing.

33. **FAA APPROVAL.** The FAA’s approval of the release and sale of the Property to Kinloch, the Provision of this Agreement, the approval of Kinloch’s Development Plan for the Property, and any other related matters required to be submitted to and approved by the FAA, are conditions precedent to St. Louis’ and/or Kinloch’s obligations to close on the sale of the property. If the FAA’s approval or the release and sale of the Property, the Provisions of this Agreement, Kinloch’s Development Plan for the Property, or any other related matters required or necessary to be to be submitted to and approved by the FAA or other appropriate government authority prior to the Closing Date are not received on or before the date twelve (12) months after the Effective Date, St. Louis and/or Kinloch shall have the right (as its sole option or remedy) to terminate this Agreement by giving written notice thereof to the other party, and in such event St. Louis shall not be obligated to convey the Property to Kinloch and neither St. Louis nor Kinloch shall have any further liability under this Agreement. It shall be the obligation of St. Louis to make a good faith effort to timely obtain such required or necessary approvals. It shall be the obligation of Kinloch to make a good faith effort to cooperate with and assist St. Louis in timely obtaining such necessary or required approvals by providing St. Louis with necessary information, plans, records, affidavits, documents, certifications, or instruments in its possession or control reasonably requested by St. Louis or the FAA and to cooperate with St. Louis in carrying out the Provisions of this Agreement.

*[Signature page to follow.]*

**IN WITNESS WHEREOF**, the parties hereto affixed their hands and seals as of the Effective Date for themselves, their successors and assigns.

**BUYER: CITY OF KINLOCH, MISSOURI**  
Pursuant to City of Kinloch Ordinance 2013 approved July 19, 2005

BY: \_\_\_\_\_

NAME: Keith L. Conway

TITLE: Mayor, City of Kinloch

DATE:

**ATTESTED TO BY:**

**APPROVED AS TO FORM BY:**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: City Clerk, City of Kinloch

TITLE: City Attorney, City of Kinloch

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SELLER: CITY OF ST. LOUIS, MISSOURI, OPERATING LAMBERT - ST. LOUIS INTERNATIONAL AIRPORT®**  
Pursuant to City of St. Louis Ordinance No. \_\_\_\_\_ approved \_\_\_\_\_, 2006.

**APPROVED BY:**

\_\_\_\_\_  
Director of Airports Date

**APPROVED BY:**

\_\_\_\_\_  
Comptroller Date  
City of St. Louis

**APPROVED AS TO FORM:**

**ATTESTED TO:**

BY: \_\_\_\_\_  
City Counselor Date  
City of St. Louis

BY: \_\_\_\_\_  
Register Date  
City of St. Louis

KINLOCH- CONTRACT OF SALE, CLEAN DRAFT 11-28-05, MAP- updated 4-28-06

**ATTACHMENT 1**

**EXHIBIT "A"  
LEGAL DESCRIPTION OF THE PROPERTY**

**Lambert Airport  
Kinloch Development (Phase 1)  
(17.9 Acres more or less )**

KINLOCH- EXHIBIT A, LEGAL DESCRIPTION, FINAL 3-29-05, MAP

**ATTACHMENT 1**

**EXHIBIT "B"**

**TENANT LIST**

**EXHIBIT C**

**FORM OF QUIT CLAIM DEED**

KINLOCH- EXHIBIT C, FORM OF QUIT CLAIM DEED, DRAFT 3-9-05, REVISED 8-19-05, MAP- updated 4-28-06

**Approved: June 30, 2006**