

ORDINANCE #67596
Board Bill No. 161

An ordinance recommended by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment authorizing and directing the Mayor, Comptroller, City Counselor, and the Director of Airports of the City of St. Louis ("St. Louis"), to enter into and execute on behalf of St. Louis a Settlement Agreement substantially in the form as set out in **ATTACHMENT 1** to this ordinance (the "Settlement Agreement"), which is attached hereto and 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 Bridgeton, Missouri, ("Bridgeton"), necessary to resolve and settle both of the lawsuits described in Section 1 of the Settlement Agreement (the "Lawsuits") and any other claims known by St. Louis or Bridgeton on the Effective Date as defined in the Settlement Agreement concerning St. Louis' W-1W Expansion Program of the Airport in accordance with and subject to the applicable rules and regulations of the Federal Aviation Administration and the applicable provisions of the Airport's Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee dated October 15, 1984 as amended, and restated on September 10, 1997 as amended; which Settlement Agreement subject to and in accordance with its terms, covenants, warranties, and conditions also authorizes and provides in part for the following:

- 1) The payment by St. Louis to Bridgeton of Ten Million Eight Hundred Thousand Dollars (\$10,800,000.00) in accordance with the Payment Schedule as defined and provided for in Section 2(a) and Exhibit A Payment Schedule;
- 2) The retention by Bridgeton of the Commissioners' Awards provided for in Section 2(b) in regard to the Lawsuits;
- 3) The conveyance by St. Louis to Bridgeton by Quit Claim Deed of approximately 41.73 acres of land within the City of Bridgeton commonly know as the "Carrollton Property" or the "Carrollton Subdivision" (collectively the "Carrollton Property") as provided for in Section 2(c) and Exhibit W Form of Carrollton Property Deed;
- 4) The leasing by St. Louis to Bridgeton of approximately 9.87 acres of land within the City of Bridgeton as provided for in Section 2(d) and set out in Exhibit D Ground Lease;
- 5) The conveyance by Bridgeton to St. Louis by Quit Claim Deed of approximately 15.33 acres of land within the City of Bridgeton commonly know as "Freebourne Park" as provided for in Section 2(f) and Exhibit F-4 Form of Freebourne Property and Oak Valley Property Deeds ;
- 6) The conveyance by Bridgeton to St. Louis by Quit Claim Deed of approximately 11.51 acres of land within the City of Bridgeton commonly know as "Oak Valley Park" as provided for in Section 2(g) and Exhibit F-4 Form of Freebourne Property and Oak Valley Deeds;
- 7) The conveyance by Bridgeton to St. Louis by Quit Claim Deed of approximately 4.83 acres of real property within the City of Bridgeton commonly know as the "Bridgeton Municipal Complex Property" as provided for in Section 2(h) and Exhibit I Form of Municipal Complex Deed and Exhibit J Escrow Agreement;
- 8) The lease back by St. Louis of the Bridgeton Municipal Complex Property to Bridgeton for a period commencing on the Final Payment Date, as defined in the Section 2(h) and expiring on the date which is the earlier of (i) two and one-half years after the Final Payment Date or (ii) the date on which Bridgeton has substantially completed the construction of and moved into its replacement municipal complex, in accordance with Section 2(h) and Exhibit K Municipal Complex Lease and Exhibit J Escrow Agreement;
- 9) The conveyance by Bridgeton to St. Louis by Quit Claim Deed of certain streets within the City of Bridgeton as provided for in Section 2(i) and Exhibit U Form of Streets Deed;
- 10) The granting by St. Louis of a perpetual easement to Bridgeton granting Bridgeton and the general public vehicular access over certain roads and pedestrian access over the associated sidewalks as provided for in Section 2(i) and Exhibit M Carrollton Easement; and
- 11) The granting by St. Louis of a perpetual easement to Bridgeton granting Bridgeton and the general public vehicular access over certain roads and pedestrian access over the associated sidewalks as provided for in Section 7(b) and Exhibit T Road Easement; authorizing and directing the Comptroller subject to and in accordance with the provisions of the Settlement Agreement to take such actions that are necessary or appropriate to timely make the cash payments to Bridgeton in the total amount of Ten Million Eight Hundred Thousand Dollars (\$10,800,000.00) in accordance with the Payment Schedule as defined and provided for

in Section 2(a) and Exhibit A of the Settlement Agreement including, without limitation, the transfer or appropriation of funds from time to time as may be necessary or appropriate from the Airport Development Fund established under authority of Ordinance 59286, Section 13, approved October 26, 1984, into this Ordinance; authorizing the Mayor, Comptroller, Register, City Counselor, Director of Airports and other appropriate officers, agents, and employees of St. Louis, as the case may be, with the advice of the Director of Airports to enter into and execute on behalf of St. Louis and in the St. Louis' best interest any companion, attendant, or related documents, agreements, bill of sales, deeds or instruments contemplated in the Settlement Agreement and attached thereto as an exhibit, or necessary to effectuate the terms set forth in the Settlement Agreement 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 settlement of the Lawsuits or the consummation of the transactions contemplated in the Settlement Agreement for and in consideration of St. Louis' obligations as set forth in the Settlement Agreement; authorizing the Director of Airports to make such applications and provide such data and to take whatever action necessary to seek funds under the Airport Improvement Program, the Passenger Facility Charge Program or other federal state or local programs for projects or expenditures herein authorized where such projects, costs or expenditures or deemed eligible and/or monies made available for those projects, costs, or expenditures under federal, state, or local law or contract, and to authorize the deposit of such funds as may be appropriate into this Ordinance to pay for the projects, costs, or expenditures herein authorized; providing that the provisions set forth in this Ordinance shall be applicable exclusively to the documents, agreements, bill of sales, deeds, and instruments approved and/or authorized by this Ordinance, and containing a severability clause, and an emergency clause.

WHEREAS, pursuant to certain ordinances of The City of St. Louis, Missouri ("St. Louis") approving the purchase of real estate required for noise abatement purposes and/or the development, improvement and/or expansion of Lambert-St. Louis International Airport® ("Airport"), and in accordance with the Federal Aviation Regulation ("FAR") Part 150 Noise Compatibility Program and the Federal Aviation Administration ("FAA") Airport Improvement Program ("AIP"), St. Louis, acting through the Airport Authority of St. Louis (the "Airport Authority"), has acquired and St. Louis is the fee owner of approximately 41.73 acres of land within the area of the City of Bridgeton, Missouri ("Bridgeton") commonly know as the "Carrollton Property" or the "Carrollton Subdivision" (collectively the "Carrollton Property"), and more particularly described on Exhibit B to the Settlement Agreement between St. Louis and Bridgeton (the "Settlement Agreement"), which is attached hereto as **ATTACHMENT 1** and incorporated herein;

WHEREAS, pursuant to Section 809 of the Lambert-St. Louis International Airport Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee dated as of October 15, 1984 and amended and restated on September 10, 1997, as amended, St. Louis may and hereby determines that the Carrollton 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 Carrollton Property in order that it may be redeveloped for uses compatible with the Airport's operations;

WHEREAS, pursuant to the AIP, St. Louis may dispose of the Carrollton Property only upon a showing that such disposition is at a fair market value, and, is in accordance with a land use plans or restrictions as approved by the FAA which permits only commercial or development uses of Airport property that are compatible with the operation of the Airport, due to Airport noise, over-flight patterns, and height restrictions; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Settlement Agreement including, without limitation, the terms regarding the conveyance of the Carrollton Property to Bridgeton as set out in Section 2(c) of the Settlement Agreement are acceptable and that the execution, delivery and performance by St. Louis and Bridgeton of their respective obligations under the Settlement Agreement are in the best interests of St. Louis and the Airport and promote the peace, health, safety, and welfare of the residents of the metropolitan area and the traveling public.

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

SECTION ONE. The Board of Aldermen hereby adopts the foregoing recitals, which are incorporated herein by this reference, as findings.

SECTION TWO. The Mayor, Comptroller, City Counselor, and the Director of Airports of The City of St. Louis, Missouri, a constitutional charter city of the State of Missouri ("St. Louis") are hereby authorized and directed to enter into and execute on behalf of St. Louis the Settlement Agreement between St. Louis, the owner and operator of Lambert St. Louis International Airport® (the "Airport") which is located in St. Louis County, Missouri, and The City of Bridgeton, Missouri, a constitutional charter city of the State of Missouri ("Bridgeton") (the "Settlement Agreement"), substantially in the form as set out in **ATTACHMENT 1** which is attached hereto and incorporated herein, necessary to resolve and settle both of the lawsuits described in Section 1 of the

Settlement Agreement (the "Lawsuits") and any other claims known by St. Louis or Bridgeton on the Effective Date as defined in the Settlement Agreement concerning St. Louis' W-1W Expansion Program of the Airport as set out in Section 1 of the Settlement Agreement in accordance with and subject to the applicable rules and regulations of the Federal Aviation Administration and the applicable provisions of the Airport's Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated as of October 15, 1984, as amended and restated on September 10, 1997, as amended; which Settlement Agreement subject to and in accordance with its terms, covenants, warranties, and conditions also authorizes and provides in part for the following:

- 1) The payment by St. Louis to Bridgeton of Ten Million Eight Hundred Thousand Dollars (\$10,800,000.00) in accordance with the Payment Schedule as defined and provided for in Section 2(a) and Exhibit A Payment Schedule;
- 2) The retention by Bridgeton of the Commissioners' Awards as provided for in Section 2(b) in regard to the Lawsuits;
- 3) The conveyance by St. Louis to Bridgeton by Quit Claim Deed of approximately 41.73 acres of land within the City of Bridgeton commonly know as the "Carrollton Property" or the "Carrollton Subdivision" (collectively the "Carrollton Property") as provided for in Section 2(c) and Exhibit W Form of Carrollton Property Deed;
- 4) The leasing by St. Louis to Bridgeton of approximately 9.87 acres of land within the City of Bridgeton as provided for in Section 2(d) and set out in Exhibit D Ground Lease;
- 5) The conveyance by Bridgeton to St. Louis by Quit Claim Deed of approximately 15.33 acres of land within the City of Bridgeton commonly know as "Freebourne Park" as provided for in Section 2(f) and Exhibit F-4 Form of Freebourne Property and Oak Valley Property Deeds;
- 6) The conveyance by Bridgeton to St. Louis by Quit Claim Deed of approximately 11.51 acres of land within the City of Bridgeton commonly know as "Oak Valley Park" as provided for in Section 2(g) and Exhibit F-4 Form of Freebourne Property and Oak Valley Property Deeds;
- 7) The conveyance by Bridgeton to St. Louis by Quit Claim Deed of approximately 4.83 acres of real property within the City of Bridgeton commonly know as the "Bridgeton Municipal Complex Property" as provided for in Section 2(h) and Exhibit I Form of Municipal Complex Deed and Exhibit J Escrow Agreement;
- 8) The lease back by St. Louis of the Bridgeton Municipal Complex Property to Bridgeton for a period commencing on the Final Payment Date as defined in the Section 2(h) and expiring on the date which is the earlier of (i) two and one-half years after the Final Payment Date or (ii) the date on which Bridgeton has substantially completed the construction of and moved into its replacement municipal complex, in accordance with Section 2(h) and Exhibit K Municipal Complex Lease and Exhibit J Escrow Agreement;
- 9) The conveyance by Bridgeton to St. Louis by Quit Claim Deed of certain streets within the City of Bridgeton as provided for in Section 2(i) and Exhibit U Form of Streets Deed;
- 10) The granting by St. Louis of a perpetual easement to Bridgeton granting Bridgeton and the general public vehicular access over certain roads and pedestrian access over the associated sidewalks as provided for in Section 2(i) and Exhibit M entitled Carrollton Easement; and
- 11) The granting by St. Louis of a perpetual easement to Bridgeton granting Bridgeton and the general public vehicular access over certain roads and pedestrian access over the associated sidewalks as provided for in Section 7(b) and Exhibit T Road Easement.

SECTION THREE. The Comptroller, subject to and in accordance with the provisions of the Settlement Agreement, is hereby authorized and directed to take such actions that are necessary or appropriate to timely make the cash payments to Bridgeton in the total amount of Ten Million Eight Hundred Thousand Dollars (\$10,800,000.00) in accordance with the Payment Schedule as defined and provided for in Section 2(a) and Exhibit A Payment Schedule of the Settlement Agreement including, without limitation, the transfer or appropriation of funds from time to time as may be necessary or appropriate from the Airport Development Fund established under authority of Ordinance 59286, Section 13, approved October 26, 1984, into this Ordinance in order to timely make the cash payments to Bridgeton in accordance with the Payment Schedule.

SECTION FOUR. The Mayor, Comptroller, Register, City Counselor, Director of Airports, and other appropriate officers, agents, and employees of St. Louis, as the case may be, with the advice of the Director of Airports are hereby authorized to enter into and execute on behalf of St. Louis and in the St. Louis' best interest any companion, attendant, or related documents, agreements, bill of sales, deeds or instruments contemplated in the Settlement Agreement and attached thereto as an exhibit, or necessary to effectuate the terms set forth in the Settlement Agreement 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 settlement of the Lawsuits or the consummation of the transactions contemplated in the Settlement Agreement for and in consideration of St. Louis' obligations as set forth in the Settlement Agreement.

SECTION FIVE. The Director of Airports is hereby authorized to make such applications and provide such data and to take whatever action necessary to seek funds under the Airport Improvement Program, the Passenger Facility Charge Program or other federal state or local programs for projects or expenditures herein authorized where such projects, costs or expenditures or deemed eligible and/or monies made available for those projects, costs, or expenditures under federal, state, or local law or contract, and to authorize the deposit of such funds as may be appropriate into this Ordinance to pay for the projects, costs, or expenditures herein authorized.

SECTION SIX. The terms, covenants, and conditions set forth in this Ordinance shall be applicable exclusively to the Settlement Agreement and any other documents, agreements, bill of sales, deeds, and instruments approved and/or authorized by this Ordinance, and shall not be applicable to any other existing or future documents, agreements, bill of sales, deeds, 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 Settlement Agreement and/or any other 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, and 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 the St. Louis.

Attachment "1"

Is on file in the Register's office.

Exhibits A to T

Is on file in the Register's Office.

Approved: July 10, 2007