

ORDINANCE #69386
Board Bill No. 277

An Ordinance recommended by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of The City of St. Louis (the "City") to enter into and execute on behalf of the City Modification NO. 4 (Supplemental Agreement NO.4) (the "Fourth Amendment") to the Lambert-St. Louis International Airport® Land Lease (DACA41-5-72-135) between the City and The United States of America (the "Government"), dated July 1, 1972, as previously amended; the Fourth Amendment, which is attached hereto as **ATTACHMENT "1"** and made a part hereof, was approved by the City's Airport Commission, and its terms are more fully described in Section One of this Ordinance; containing a severability clause; and containing an emergency clause.

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 (the "City") are hereby authorized and directed to enter into and execute on behalf of the City Modification NO. 4 (Supplemental Agreement NO.4) (the "Fourth Amendment") to the Lambert-St. Louis International Airport® Land Lease (DACA41-5-72-135) between the City and The United States of America (the "Government"), dated July 1, 1972, as previously amended; the Fourth Amendment, was approved by the City's Airport Commission, and is to read in words and figures substantially as set out in **ATTACHMENT "1"**, which is attached hereto and made a part hereof.

SECTION TWO. The sections or provisions of this Ordinance or portions thereof shall be severable. In the event that any section or provision of this Ordinance or portion thereof is held invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining sections or provisions of this Ordinance unless the court finds the valid sections or provisions of this Ordinance are so essentially and inseparably connected with, and so dependent upon, the illegal, unconstitutional or ineffective section or provision that it cannot be presumed that the Board of Aldermen would have enacted the valid sections or provisions without the illegal, unconstitutional or ineffective sections or provisions; or unless the court finds that the valid sections or provisions, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

SECTION THREE. This being an Ordinance for the preservation of public peace, health, or safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City's Charter and shall become effective immediately upon its approval by the Mayor of the City.

Lease DACA41-5-72-135

MODIFICATION NO. 4
SUPPLEMENTAL AGREEMENT NO. 4

THIS SUPPLEMENTAL AGREEMENT, made and entered into this _____ day of 2013, by and between THE CITY OF ST. LOUIS, MISSOURI, for itself, its heirs, administrators, successors, and assigns, hereinafter called the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government; WITNESSETH:

WHEREAS, Lease DACA41-5-72-135 was entered into on the 1st day of July 1972, covering use of the premises described in said lease; and

WHEREAS, by Modification No. 1 to the Lease deleted an 0.563 acre area from the leased area; and

WHEREAS, by Modification No. 2 to the Lease deleted a 2.221 acre area from the leased area; and

WHEREAS, by Modification No. 3 to the Lease added a Control Tower structure to the lease; and

WHEREAS, the Lessor now desires the return of 7.340 acres; and

WHEREAS, the Government will retain a Right of Entry to monitor and/or remediation of any sites sited and referenced in the attached Exhibit B; and

WHEREAS, it is advantageous and in the best interest of the Government to modify Lease DACA41-5-72-135 for the purposes stated above.

NOW, THEREFORE, and in consideration of the premises and of the covenants, premises and agreements herein contained and setforth to be kept and performed by the respective parties hereto, it is hereby agreed that Lease DACA41-5-72-135 shall be and the same is hereby amended in the following particulars, but in no others, effective on _____, a date mutually agreed to by the Director of Airports, on behalf of the Lessor, and the Government, to-wit:

Paragraph 2 is amended to read as follows:

A tract of land being part of U.S. Survey 1993, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, said tract being more particularly described as follows:
Commencing at the point of intersection of the centerline of Scholle Ave, (now vacated) and the Northern right of way of Natural Bridge Road, (now vacated) thence along said right of way line of Natural Bridge Road, North 52 degrees 07 minutes 40 seconds West 807.13 feet, thence

leaving said right of said line North 00 degrees 07 minutes 03 seconds West 88.85 feet, thence North 39 degrees 13 minutes 47 seconds East 101.84 feet, thence North 00 degrees 07 minutes 03 seconds West 605.18 feet, thence North 00 degrees 07 minutes 03 seconds West 146.37 feet, to the ACTUAL POINT OF BEGINNING: thence North 00 degrees 07 minutes 03 seconds West 275.00 feet, thence North 67 degrees 19 minutes 52 seconds West 770.02 feet, thence South 21 degrees 09 minutes 51 seconds West 740.13 feet, thence South 39 degrees 06 minutes 01 seconds East 34.56 feet, thence South 53 degrees 58 minutes 36 seconds East 395.38 feet, thence South 37 degrees 52 minutes 20 seconds West 5.00 feet, thence South 52 degrees 07 minutes 40 seconds East 155.10 feet, thence North 33 degrees 24 minutes 42 seconds East 31.54 feet, thence North 89 degrees 52 minutes 18 seconds East 361.74 feet, thence North 00 degrees 09 minutes 22 seconds West 508.23 feet, thence South 67 degrees 18 minutes 13 seconds East 151.38 feet to the Actual Point of Beginning and containing 15.29 Acres as per calculations by Doering Engineering, Inc. during January 2013 and is depicted on the attached Exhibit A. This description and the drawing that accompanies it are based upon record information only. No field work was done for this project.

The Government shall be granted right of way upon reasonable notice to the following sites as shown on the attached Exhibit B, Environmental Baseline Survey, Figure 6-1, Property Categories Map, Page 6-6. Specific areas as listed to include the following: 10, 11, 12, 13, 14, 20 & 21; for the purposes of further environmental testing and remediation, as required.

All other terms and conditions of Lease DACA41-5-72-135 shall be and remain the same.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the day and year first above written.

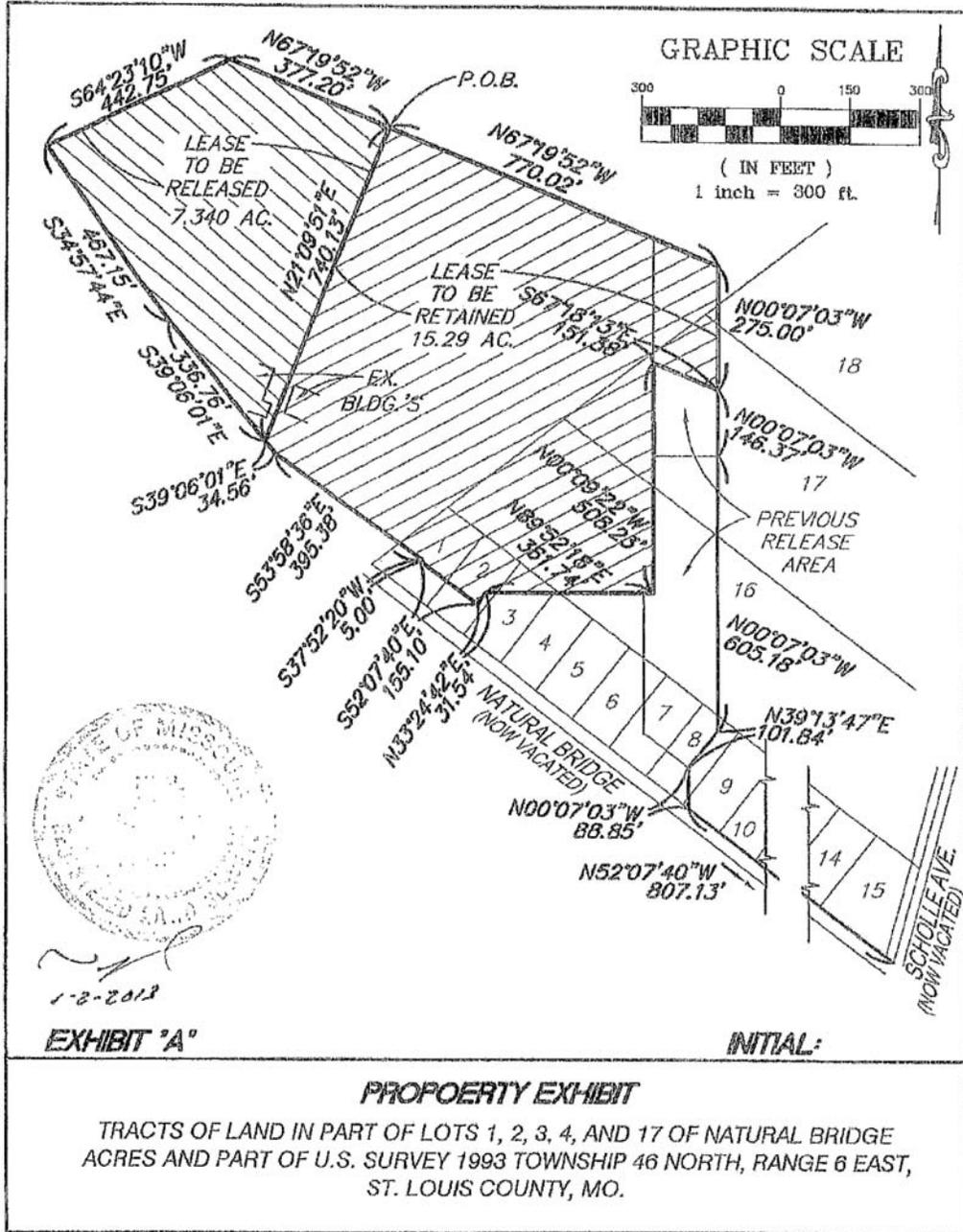
THE CITY OF ST. LOUIS, MISSOURI, OWNER AND OPERATOR OF LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT@:

The foregoing supplemental agreement was approved by the Airport Commission at its meeting on _____, 2013.

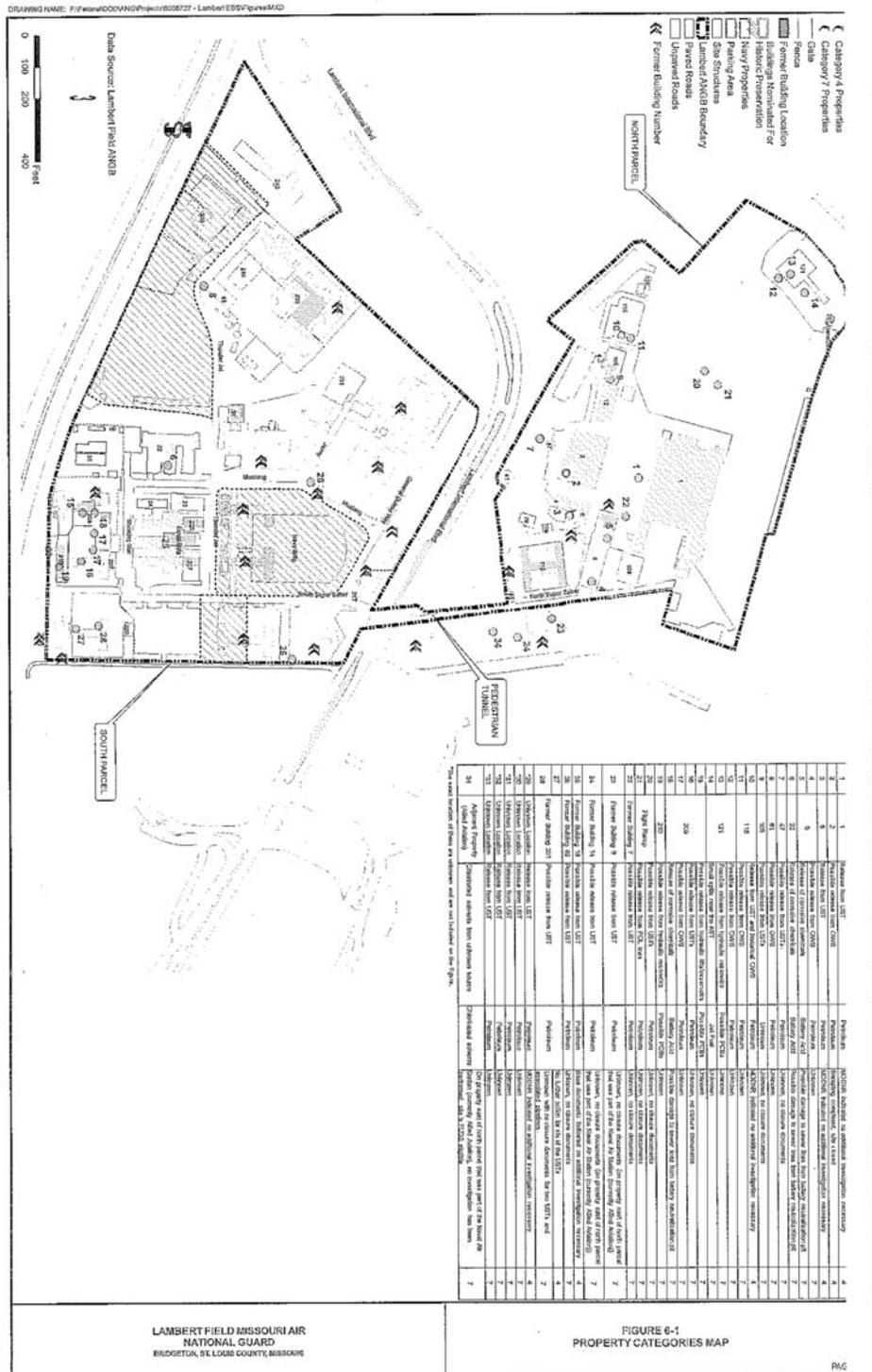
BY: _____
 Commission Chairman Date
 And Director of Airports

The foregoing supplemental agreement was approved by the Board of Estimate and Apportionment at its meeting on _____, 2013.

BY: _____
 Secretary Date



4/30/12 1/02/13



Approved: February 6, 2013