

St. Louis City Ordinance 62604

FLOOR SUBSTITUTE

BOARD BILL NO. [91] 392

INTRODUCED BY ALDERMAN JoAnn Wayne

An Ordinance recommended by the Airport Commission and the Board of Estimate and Apportionment, authorizing and directing the Mayor and the Comptroller to enter into and execute on behalf of the City of St. Louis, an Amendment to a certain Lease Agreement authorized by Ordinance 59733, approved February 26, 1986, between the City of St. Louis and the McDonnell Douglas Corporation for the lease of certain lands located in St. Louis County, owned by the City of St. Louis and part of Lambert St. Louis International Airport, for its operation at the Airport, said Amendment to the aforementioned Lease Agreement contained in Section One of this Ordinance; and containing an emergency clause.

WHEREAS, McDonnell Douglas Corporation desires to lease certain lands for its operations at the Airport, and

WHEREAS, the City of St. Louis is leasing certain lands to the aforementioned Corporate Entity under Lease Agreement (AL 154) as authorized by Ordinance 59733 approved February 26, 1986; and

WHEREAS, the City of St. Louis and McDonnell Douglas Corporation desire to amend that Agreement to delete Tract IID.

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

Section One. The Mayor and the Comptroller are hereby authorized and directed to enter into and execute on behalf of the City an Amendment to Lease Agreement AL 154 between the City of St. Louis and the McDonnell Douglas Corporation for the lease of certain lands located in St. Louis County, owned by the City of St. Louis and part of Lambert St. Louis International Airport, for its operation at the Airport, said Amendment to the aforementioned Lease Agreement to read in terms and figures as follows:

AIRPORT NUMBER

AMENDMENT TO

LAMBERT ST. LOUIS INTERNATIONAL AIRPORT

LEASE AGREEMENT

(MCDONNELL DOUGLAS PRODUCT DEVELOPMENT CENTER)

THIS AMENDMENT, made and entered into as of the day of , 199 by and between the CITY OF ST. LOUIS ("City") and MCDONNELL DOUGLAS CORPORATION, ("Lessee").

WITNESSETH, That:

WHEREAS, the City and the Lessee made and entered into a Lease Agreement ("Agreement") as of the First day of January, 1985; and

WHEREAS, the City and Lessee desire to amend the Agreement to delete Tract IID.

NOW, THEREFORE, for and in consideration of the promises, and of the mutual covenants and agreements herein contained, and other valuable considerations, the City and Lessee agree as follows:

ARTICLE I

LEASED PREMISES

Section 101. Leased Premises. City hereby leases and demises to Lessee and Lessee takes from City, space on Lambert St. Louis International Airport (Parcels Tract IIA, Tract IIB as shown on Exhibit A, attached hereto and made a part hereof, ("Leased Premises")) and as described below. The rights granted in Section 102 hereof may be exercised only on the Leased Premises.

Section 102. Rights. City hereby grants to Lessee, subject to all the terms, covenants, and conditions of this Agreement, the right for the use of the Leased Premises only for construction, maintenance and use of buildings, structures and other improvements relating to Lessee's aerospace operations.

Section 103. Access. Subject to Section 601 hereof, the Lessee has the right of free access, ingress to and egress from the Leased Premises, for the Lessee's employees, agents, guests, patrons and invitees.

Section 104. Additional Leased Premises. City hereby grants to Lessee, subject to all the terms, covenants, and conditions of this agreement, the right to lease the additional parcels designated Tract IIC, Tract IIE, Tract IIF and Tract IIIH,

on Exhibit A attached hereto. The right to lease the additional parcels is conditioned upon the following:

A. In the event the Lessee determines its business requires additional automobile parking Lessee may elect to add Tract IIC to the Leased Premises by giving the City thirty days prior written notice of such election. The annual rent for the Tract IIC shall be at the then current per sq. ft. ground rental rate of the Leased Premises.

B. In the event Runway 17 35 is abandoned and parcels Tract IIE and Tract IIF are available for lease the City will give written notice to Lessee of such availability prior to notifying any third party. The Lessee shall have 90 days to elect to add Tract IIE or Tract IIE and Tract IIF to the leased premises. The annual rent shall be at the then current per sq. ft. ground rental rate less a to be agreed upon adjustment for any building restrictions.

C. In the event Tract IIH is available for lease by reason of the abandonment of the current use the City will give written notice to Lessee of such availability prior to notifying any third party. The Lessee shall have 30 days to elect to add Tract IIH to the leased premises. The annual rent shall be at the then current per sq. ft. ground rental rate with a to be agreed upon adjustment for the condition of the then existing improvements.

Section 105. Partial Surrender. At the later of anytime after the 10th anniversary of the beginning date of the term of this Agreement or five years after the Tracts have been made available to Lessee for lease, the City may require the Lessee to surrender to the City any part or all of any Tracts described in Section 104 but only if Lessee has not constructed improvements on the Tracts or parts thereof the City requires Lessee to surrender. For the purpose of determining improved area Lessee's fence line shall be controlling.

The Lessee may elect to surrender to the City any part or all of any Tracts leased hereunder on or after such date provided the area being surrendered shall be contiguous to the air operations area and in the event the Tracts or any part thereof shall have been improved the surrender shall be subject to Section 507 hereof. Lessee will pay the costs to relocate or reconstruct replacement earth berms which may have been constructed on the area being surrendered.

ARTICLE II LEASE TERM

Section 201. Term. The term of this Agreement shall begin on January 1, 1985 and shall end on December 31, 2034 unless sooner terminated in accordance with other provisions of this Agreement.

Section 202. Surrender of Possession. No notice to quit possession at the expiration date of the term of this Agreement shall be necessary. Lessee covenants and agrees that at the expiration date of the term of this Agreement, or at the earlier termination hereof, it will peaceably surrender possession of the Leased Premises in good condition, reasonable wear and tear, acts of God, and other casualties excepted, and the City shall have the right to take possession of the Leased Premises with or without due process of law.

ARTICLE III RENTAL FEES

Section 301. Ground Rental Payment. Lessee will pay to City for the first ten years of the term of this agreement an annual rental rate of \$.158 per square foot for the 1,465,098 square feet of the Leased Premises or \$231,485.48 annually. This rental will be paid in equal monthly amounts of \$19,290.46 on or before the first of each month. Lessee may elect to pay the annual rent in one advance payment before 1 January of each lease year, and in such event the Lessee shall be entitled to a 10% rent reduction for such year. The rental rate for the remainder of the term of this agreement will be determined by mutual agreement between the City and Lessee every five years except that the first review will take place on the 10th anniversary of the lease. If the City and Lessee are unable to agree, then each will hire a qualified independent appraiser to appraise the ground and improvements provided by the City for rental value on a market value basis. The new rental rate will be determined by adding the rates arrived at by the two appraisers and then dividing the total by two. However, in no event, will the rental rate be less than \$.20 per square foot per year during the term of this Agreement after the initial 10 year period and the rental rate for the first five year period after the initial ten year period shall not be more than \$.26 per square foot per year and for each succeeding five year period the rental rate shall not be more than 15% greater than the rental rate for the previous five year period.

Section 302. Unpaid Rent and Fees. All unpaid rent and fee payments due the City hereunder will bear a service charge of 1 1/2% per month if same is not paid and received by the City on or before the 30th of the month in which said payments are due, and the Lessee agrees that it will pay and discharge all costs and expenses including attorney's fees incurred or expended by the City in collection of said delinquent amounts due including services charges.

Section 303. Prompt Payment of Taxes and Fees. Lessee covenants and agrees to pay promptly all lawful general taxes, special assessments, excises, license fees, permit fees, and utility service charges of whatever nature, applicable to its operation on the Leased Premises and to take out and keep current all licenses, municipal, state or federal, required for the conduct of its business at and upon the Leased Premises, and further covenants and agrees not to permit any of said taxes, assessments, fees and charges to become delinquent.

Section 304. Mechanics' and Materialmen's Liens. The Lessee agrees not to permit any mechanics' or materialmen's or any other lien to be foreclosed upon the Leased Premises of any part or parcel thereof, or the improvements thereon, by reason of any work or labor performed or materials furnished by any mechanic or materialman or for any other reason.

ARTICLE IV

LESSEE'S OPERATIONS

Section 401. Occupancy of Premises. Lessee accepts the Leased Premises "as is".

ARTICLE V

CONSTRUCTION BY LESSEE

Section 501. Construction By Lessee. Lessee intends to construct facilities necessary for the performance of the use set out in Section 102 above. If Lessee fails to construct facilities on one or more Tracts or parts thereof City may take back those Tracts or parts thereof described in Section 104 in accordance with Section 105 above.

Section 502. Performance Development Standards. All construction will be in accordance with the Performance and Development Standards of the Airport. These Standards for the Leased Premises are attached hereto as Exhibit B and made a part hereof.

Section 503. Preparation of Plans and Specifications. The Lessee shall develop detailed drawings, plans and specifications for improving and equipping the Leased Premises. Lessee will begin work on proposed improvements only after it has received the written approval of its plans and specifications from the Director of Airports.

Section 504. Contractor's Liability Insurance. In any contract appertaining to improving and equipping the Leased Premises, Lessee shall require the contractor to cause the City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, to be insured against the risk of

claims and demands, just or unjust, by third persons against the City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, against and from all such claims and demands, a combined single limit of not less than \$1,000,000 for bodily injury and property damage. Said insurance shall be in a form agreeable to the City.

Section 505. Certificate of Completion. Upon the completion of the improvements hereunder, the Lessee shall submit to the Director of Airports a copy of its acceptance letter certifying completion and a certified copy of any certificate or permit which may be required by any federal, state or local government or agency in connection with the completion or occupancy thereof by Lessee.

Section 506. Signs. Lessee agrees that no signs or advertising displays shall be placed on, painted on or erected in any manner upon the areas of the Leased Premises exposed to the public without prior written approval of the Director of Airports and that such signs shall conform to reasonable standards established by said Director of Airports with respect to wording, type, size, design, color and location.

Section 507. Title to Improvements. All improvements installed by the Lessee shall become the property of the City upon termination of this Agreement, except that the City reserves the right and the Lessee agrees that the Director of Airports may require the Lessee to remove any or all improvements and structures and restore the Leased Premises to their original condition. The Lessee agrees to bear all costs of such removals and restorations.

ARTICLE VI

USE OF LEASED AREAS

Section 601. Compliance with Laws and Regulations. Lessee shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, city, local and other governmental authorities, now or hereafter applicable to the Leased Premises or to any adjoining public ways, as to the manner of use or the condition of the Leased Premises or of adjoining public ways.

Section 602. Repairs and Maintenance. Lessee will provide and pay for all repairs and maintenance of the Leased Premises.

Section 603. Right to Enter, Inspect and Make Repairs. The City and its authorized officers, employees, agents, contractors, subcontractors and other representative shall have the right subject to Lessee's and U.S. Government

Security Regulations (at such times as may be reasonable under the circumstances and with as little interruption of Lessee's operations as is reasonably practicable) to enter upon and in the Leased Premises for the following purposes:

A. To inspect such premises to determine whether Lessee has complied and is complying with the terms and conditions of this Agreement.

B. To gain access to the mechanical, electrical, utility and structural systems of the Airport for the purpose of maintaining and repairing such systems.

Section 604. Utilities. Lessee will provide and pay for utilities it requires.

Section 605. Interference to Air Navigation. The Lessee agrees that no obstruction to air navigation, as such as defined from time to time by application of the criteria of Part 77 of the Federal Aviation regulations or subsequent and additional regulations of the Federal Aviation Administration, will be constructed or permitted to remain on the Leased Premises. Any obstructions will be removed by the Lessee at its expense. The Lessee agrees not to increase the height of any structure or objects or permit the growth of plantings of any kind or nature whatsoever that would interfere with the line of sight of the control tower and its operations. The Lessee further agrees not to install any structures, objects, machinery or equipment that would interfere with operation of navigation aides or that would interfere with the safe and efficient operations of the Airport, or interfere with the operations of other tenants and users of the Airport.

Section 606. Security Plan and Facilities. Lessee hereby acknowledges that City is required by Federal Aviation Regulations, Part 107, to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to air operations areas. City has met said requirements by developing a master security plan for the Airport, and Lessee covenants and agrees to be fully bound by and immediately responsive to the requirements of the plan in connection with Lessee's exercise of the privileges granted to Lessee hereunder. Lessee will reimburse City for all fines imposed upon City by the FAA resulting from Lessee's negligence or failure to act in relation to Part 107.

ARTICLE VII

LOSS OF AND LIABILITIES PERTAINING TO LEASED PROPERTY

Section 701. Liability Insurance. Lessee, at its expense, at all times during the term hereof, shall cause the City and its Board of Aldermen, Airport

Commission, officers, agents and employees and Lessee to be insured on an occurrence basis against the risk of all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the activities of Lessee its officers, agents, employees, and independent contractors pursuant to this Agreement on the Leased Premises under Lessee's General Comprehensive coverage.

The minimum limits of coverage for the above class of insurance shall equal a single limit of \$1,000,000 comprised of such primary and excess policies of insurance as Lessee finds it feasible to purchase during the term of this Agreement.

Insofar as said insurance provides protection against liability for damages to a third party for bodily injury, death and property damage, the City shall be included as a named insured. Such liability insurance coverage shall also extend to damage, destruction and injury to City owned or leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of Lessee, its officers, agents, employees and independent contractors on the Leased Premises. The City shall have no liability for any premiums charged for such coverage, and the inclusion of the City as a named insured is not intended to, and shall not, make the City a partner or joint venturer with Lessee in its operations hereunder.

Section 702. Property Insurance. Except to the extent the Lessee's improvements on the Lease Premises are insured during the construction and installation, Lessee agrees that at all times during the term of this Lease, at its own cost and expense, it shall keep all of such real property on the Leased Premises insured against loss or damage by perils as set forth in the Missouri approved forms for fire, lightning, and the perils of the Missouri Approved Extended Coverage Endorsement.

In case of any material damage to or destruction of the Lessee's structures and improvements or any part thereof, Lessee will give prompt notice thereof to the City, and the Lessee will promptly commence and complete with due diligence and in accordance with plans approved by Lessee and the Director of Airports, the restoration of such property in a manner consistent with Lessee's then current business plans. In the event of such damage or destruction, the proceeds from all property insurance policy or policies shall be devoted exclusively to the restoration of the damaged property. To the extent of any loss or damage where the insurance proceeds are insufficient for such restoration, Lessee assumes the risk of such uninsured loss or damage or insufficiency of the

insurance proceeds, and shall be obligated to pay the costs or balance of costs of restoration.

Section 703. Evidence of Insurance. Certificates, or other evidence of insurance coverage required of Lessee in this Article, shall be delivered to the Director of Airports in form and content satisfactory to the City.

At least 15 days prior to the expiration of any such policy, Lessee shall submit to the Director of Airports a certificate showing that such insurance coverage has been renewed. If such coverage is canceled or reduced, Lessee shall within 15 days after the date of such written notice from the insurer of such cancellation or reduction in coverage, file with the Director of Airports, a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

All policies of insurance herein shall be in a form and in a company or companies approved by the City, and qualified to do insurance business in the State of Missouri. Each such policy shall provide that the policy may not be materially changed, altered or canceled by the insurer during its term without first giving 30 days notice to the Director of Airports.

Section 704. Indemnification. Lessee agrees to indemnify and save harmless the City, its Board of Aldermen, Airport Commission, officers, agents and employees from and against any and all loss of or damage to property of third persons, or injuries to, or death of, any person or persons, and from any actions or proceedings of any kind whatsoever, in any way resulting from, or arising out of the acts and omissions of officers and employees of Lessee arising out of this Agreement or the use and occupancy of the Leased Premises, except to the extent resulting from the negligence or willful misconduct of the City, its officers, agents, and employees; and

Lessee agrees to defend the City in any action or proceeding brought thereon. City agrees to give prompt notice of any claims. Lessee shall have the right to defend, compromise, or settle to extent of Lessee's interest.

ARTICLE VIII

ASSIGNMENT AND SUBLETTING

Section 801. Assignment and Subletting. Lessee shall not assign or sublease this Agreement without first obtaining written approval of the Director of Airports and Airport Commission. At least 90 days prior to any contemplated assignment or sublease of this Agreement, Lessee shall submit a written request to the Director of Airports. No assignment or sublease shall be made or shall be

effective unless Lessee shall not be in default on any of the other terms, covenants and conditions herein contained. The party to whom such assignment is made shall expressly assume in writing the terms, covenants and obligations contained in this Agreement. In the event of any assignment consistent with the foregoing provisions of this Article, Lessee upon consummation thereof shall be released and discharged from any and all obligations contained in this Agreement.

Lessee may elect to lease floor space in any buildings it may construct on the leased premises with first obtaining the approval of the Director of Airports which approval shall not be unreasonably withheld.

ARTICLE IX

TERMINATION OF LEASE IN ENTIRETY

Section 901. City's Right to Terminate. The City, acting by and through its Director of Airports, may declare this Agreement terminated in its entirety, in the manner provided in Section 903 hereof, upon the happening of any one or more of the following events:

A. If the fees, charges, or other money payments which the Lessee herein agrees to pay, or any part thereof, shall be unpaid after the date the same shall become due.

B. If, during the term of this Agreement, Lessee shall:

1. Apply for, or consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its assets;
2. File a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due;
3. Make a general assignment for the benefit of creditors;
4. File a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of an insolvency law;
5. File an answer admitting the material allegations of a petition filed against any said assignee or sublessee in any bankruptcy, reorganization or insolvency proceedings; or if during the term of this Agreement an order, judgment or decree shall be entered by any court of competent jurisdiction, or the application of a creditor, adjudicating Lessee a bankrupt or insolvent, or approving a petition seeking a reorganization of Lessee, and such order,

judgment or decree shall continue unstayed and in effect for any period of 90 consecutive days.

C. If Lessee shall have failed in the performance of any material covenant or condition within control of Lessee and herein required to be performed by Lessee.

On the date set forth in the notice of termination, the term of this Agreement and all right, title and interest of Lessee shall expire, except as otherwise provided in Section 903 hereof.

Failure of the City to take any authorized action upon default by Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by the Lessee shall not be construed to be or act as a waiver of the default or any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessee. The acceptance of monies by the City from Lessee for any period or periods after a default by Lessee of any of the terms, covenants and conditions herein required to be performed, kept and observed by Lessee shall not be deemed a waiver or estopping of any right on the part of the City to terminate this Agreement for failure by Lessee to so perform, keep or observe any of said terms, covenants or conditions.

Section 902. Lessee's Right to Terminate. Lessee, at its option, may declare this Agreement terminated in its entirety, in the manner provided in Section 903 hereof for any one or more of the following causes:

A. If a court of competent jurisdiction issues an injunction or restraining order against the City preventing or restraining the use of the Airport for Airport purposes in its entirety or substantial entirety.

B. If the City shall have abandoned the Airport for a period of at least 30 days and shall have failed to operate and maintain the Airport in such manner as to permit landings and takeoffs of planes by scheduled air carriers.

C. In the event of destruction of all or a material portion of the Airport or the Airport facilities, or in the event that any agency or instrumentality of the United States Government or any state or local government shall occupy the Airport or a substantial part thereof, or in the event of military mobilization or public emergency wherein there is a curtailment, either by executive decree or legislative action, of normal civilian traffic at the Airport or of the use of motor vehicles or airplanes by the general public, or a limitation of the supply of automobiles or of automobile fuel, supplies, or parts for general public use, and

any of said events shall result in material interference with Lessee's normal business operations or substantial diminution of Lessee's gross revenue from the operation at the Airport, continuing for a period in excess of 60 days.

D. If the City shall have failed in the performance of any material covenant or condition within the control of the City and herein required to be performed by the City.

Section 903. Procedures for Termination. No termination declared by either party shall be effective unless and until not less than 45 days have elapsed after notice by either party to the other specifying the date upon which such termination shall take effect, and the cause for which this Agreement is being terminated and no such termination shall be effective if such cause of default is cured within 45 days or, if the cause of default by its nature cannot be cured within such 45 day period, if the party at default commences to correct such default within said 45 days and corrects the same as promptly as is reasonably practicable.

In the event that suit shall be instituted by the City upon the default of payment of charges and fees as provided, then Lessee agrees also to pay a reasonable attorney's fee.

Section 904. Rights Cumulative. It is understood and agreed that the rights and remedies of the City and Lessee specified in this Article are not intended to be, and shall not be exclusive of one another or exclusive of any other legal right of either of the parties hereto.

ARTICLE X MISCELLANEOUS PROVISIONS

Section 1001. Notice. Except as herein otherwise expressly provided, all notices required to be given to the City hereunder shall be in writing and shall be sent by certified mail, return receipt requested, to the Director of Airports, St. Louis Airport Authority, P.O. Box 10212, Lambert Station, St. Louis, MO, 63145. All notices, demands, and requests by the City to Lessee shall be sent by certified mail, return receipt requested addressed to Director, Corporate Properties, McDonnell Douglas Corporation, P.O. Box 516, St. Louis, MO 63166.

The parties or either of them may designate in writing from time to time by notice in above manner, any changes in addresses or any addresses of substitute or supplementary persons in connection with said notices. The effective date of

service of any such notice shall be the date such notice is mailed to Lessee or said Director.

Section 1002. Non Discrimination and Affirmative Action Program.

A. The Lessee hereto understands and agrees that the City in operation and use of Lambert St. Louis International Airport will not on the grounds of race, creed, color, religion, sex, national origin or ancestry, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21, Subtitle A of Title 49 of the Code of Federal Regulations. Lessee hereby agrees that its premises shall be posted to such effect as required by such regulation.

B. Lessee agrees that in performing under this Agreement, neither it nor anyone under its control will permit discrimination against any employee, worker or applicant for employment because of race, creed, color, religion, sex, national origin or ancestry. Lessee will take affirmative action to insure that applicants are employed and that employees are treated fairly without regard to race, creed, color, religion, sex, national origin or ancestry. Such action must include, but shall not be limited to action to bar, employ, upgrade or recruit; expel, discharge, demote or transfer; layoff, terminate or create intolerable working conditions, rates of pay or other forms of compensation and selection for training including apprenticeship.

C. Lessee will in all printed or circulated solicitations or other advertisement or publication for employees placed by or on behalf of the Lessee state that all qualified applicants shall receive meaningful consideration for employment without regard to race, creed, color, religion, sex, national origin or ancestry. All advertisements or solicitations for applicants for employment must contain the phrase "An Equal Opportunity Employer". Lessee shall not make inquiry in connection with prospective employment which expresses directly or indirectly any limitation, specification or discrimination because of race, creed, color, religion, sex, national origin or ancestry.

D. Lessee agrees that should it be determined by the Lessee or City that Lessee will be unable to conform to its approved positive employment program submitted to determine eligibility under the fair employment practices provisions of the City Code, he will notify the Fair Employment Practices Division of the Civil Rights Enforcement Agency (CREA) within 10 days of such determination, as to the steps to be taken by Lessee to achieve the provisions of its program.

E. Lessee will permit reasonable access by City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.

F. Lessee further agrees that these clauses (B through E) covering discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Lessee in all contracts or agreements he enters into with suppliers of materials or services, contractors and subcontractors, and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or service in connection with this Agreement.

G. Whenever the Lessee is sued by a subcontractor, vendor, individual, group or association as a result of compliance with the clauses (A through F) of these provisions relating to fair employment practices, Lessee shall notify the City Counselor in writing of such suit or threatened suit within 10 days.

H. Lessee will establish and maintain for the term of this Agreement an affirmative action program according to the Mayor's Executive Order numbered and dated on Equal Opportunity in Employment and the City reserves the right to take such action as the City of St. Louis and the United States Government may direct to enforce the above covenants.

I. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

Section 1003. No Personal Liability. No Alderman, Commissioner, Director, officer, employee or other agent of either party shall be personally liable under or in connection with this Agreement.

Section 1004. Force Majeure. Neither the City nor Lessee shall be deemed in violation of this Agreement, if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes,

shortage of material, acts of God, acts of the public enemy, act of superior governmental authority, weather conditions, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible or which is not within its control.

Section 1005. Successors and Assigns. All of the terms, provisions, covenants, stipulations, conditions and considerations of this Agreement shall extend to and bind the legal representatives, successors, sublessees and assigns of the respective parties hereto.

Section 1006. Quiet Enjoyment. Subject to the provisions of the Agreement, the City covenants that Lessee on paying the rentals and otherwise performing its covenants and other obligations hereunder, shall have quiet and peaceable possession of the Premises.

Section 1007. Operation and Maintenance of Airport. The City shall at all times operate the Airport properly and in a sound and economical manner; and the City shall use reasonable effort to maintain, preserve and keep the same or cause the same to be maintained, preserved and kept, with the appurtenances in good repair, working order and condition, and shall from time to time use reasonable effort to make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the Airport may be properly and advantageously conducted in conformity with standards customarily followed by municipalities operating airports of like size and character.

Section 1008. Title to Site. The Leased Premises from the date hereof until the termination of this Agreement shall be owned in fee simple title by the City or in such lesser estate as in the opinion of the City Counselor is sufficient to permit the letting thereof by the City as herein provided for the full term provided in this Agreement.

Section 1009. Agreements with the United States. This Agreement is subject and subordinate to the provisions of any agreements heretofore made between the City and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of Federal rights or property to the City for Airport purposes, or to the expenditure of Federal funds for the extension, expansion, or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Airport and Airway Development Act as it has been amended from time to time. Any agreement

hereafter made between the City and the United States will not be inconsistent with rights granted to Lessee herein.

Section 1010. Modifications for Granting FAA Funds. In the event that the Federal Aviation Administration requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this document; Lessee agrees to consent to such reasonable amendments, modifications, revisions, supplements, deletions of any of the terms, conditions, or requirements of this Agreement, as may be reasonably required to enable the City to obtain said Federal Aviation Administration funds, provided that in no event shall such changes impair the right of Lessee hereunder.

Section 1011. Governing Law. This Agreement shall be deemed to have been made in, and be construed in accordance with the laws of the State of Missouri.

Section 1012. Headings. The headings of the Articles and Sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 1013. Amendments. This Agreement may be amended from time to time by written agreement, duly authorized and executed by representatives of all the parties hereto.

Section 1014. Previous Agreements. Except as specifically set out in this Agreement, the terms and provisions of this Agreement shall in no way affect or impair the terms, obligations or conditions of any existing or prior agreement between Lessee and the City.

Section 1015. Withholding Required Approvals. Whenever the approval of the City, or the Director of Airports, or of Lessee is required herein, no such approval shall be unreasonably requested or withheld. Whenever the approval of the City is required, the approving official is the Director of Airports.

Section 1016. Waivers. No waiver of default by either party of any of the terms, covenants and conditions hereto to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the other party.

Section 1017. Invalid Provisions. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either the City or Lessee in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.

Section 1018. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties hereto and all other representations or statements heretofore made, verbal or written are merged herein.

Section 1019. Memorandum of Lease. The City and Lessee agree at the request of either party to execute a memorandum of this Lease in a recordable form for the sole purpose of giving notice to the Lease including the options to add to the Leased Premises.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Agreement the day and year first above written.

THE CITY OF SAINT LOUIS

Mayor

APPROVED AS TO FORM ONLY

City Counselor, City of St. Louis

Register, City of St. Louis

COUNTERSIGNED

Comptroller, City of St. Louis

The foregoing Agreement was approved in substance by the Board of Estimate and Apportionment at its meeting on the _____ day of _____, 1985.

Secretary,
Board of Estimate & Apportionment

MCDONNELL DOUGLAS CORP.

President

ATTEST

Secretary

Section Two. This being an Ordinance providing for public peace, health and safety, it is hereby declared to be an emergency measure within the meaning of Article IV, Section 20 of the Charter of the City of St. Louis and shall become effective immediately upon its passage and approval by the Mayor of the City of St. Louis.

Legislative History				
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND
03/31/92	03/31/92	T&C		
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE
03/20/92			03/27/92	03/31/92
ORDINANCE	VETOED		VETO OVR	
62604				