

St. Louis City Ordinance 63292

FLOOR SUBSTITUTE

BOARD BILL NO. [94] 206

INTRODUCED BY ALDERMAN GERALDINE OSBORN

An ordinance recommended and approved by the Airport Commission and the Board of Estimate and apportionment authorizing a Fourth Amendment to the Indenture of Lease between the City of St. Louis and the Lambert Field Fueling Facilities Corporation, which was authorized by Ordinance 47554 approved June 28, 1955 and amended by Ordinance 57108 approved January 30, 1976, Ordinance 57585 approved April 3, 1978 and Ordinance 59330 approved December 7, 1984; and containing an emergency clause.

WHEREAS, the City of St. Louis and the Lambert Field Fueling Corporation desire to amend said Lease, as amended, to their mutual benefit by amending Section 201. Premises and Section 601. Ground Rental Payment.

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

SECTION ONE. A Fourth Amendment to the Indenture of Lease with Lambert Field Fueling Corporation, authorized by Ordinance 47554 approved June 28, 1955, and amended by Ordinance 57108 approved January 30, 1976, Ordinance 57585 approved April 3, 1978, and Ordinance 59330 approved December 7, 1984, is hereby authorized to read in words and figures as follows:

FOURTH AMENDMENT

TO

INDENTURE OF LEASE

(Lambert Field Fueling Facilities Corp.)

This FOURTH AMENDMENT, entered into this ____ day of _____, 1994 between the CITY OF ST. LOUIS, a municipal corporation of the State of Missouri ("Lessor") and LAMBERT FIELD FUELING FACILITIES CORPORATION, A Delaware Corporation, ("Lessee").

WITNESSETH, That:

WHEREAS, The Lessor and the Lessee are parties to an Indenture of Lease (the Lease) dated July 1, 1995; and Amendment to Lease Indenture (the First Amendment) undated; and Amendment to Lease Indenture (the Second Amendment) dated October 1, 1977, and an Amendment to Lease Indenture (the Third Amendment) dated December 10, 1984, and

WHEREAS, the lessor and the lessee desire to amend the lease in their mutual benefit.

NOW, THEREFORE, for and in consideration of the promises, and of the mutual covenants and agreements herein contained, and other valuable considerations, the Lessor and Lessee agree as follows: Section 2. Section 201 of the Lease as amended by Section 2 of the Third Amendment, is hereby deleted in its entirety and the following Section 201 is substituted in its place.

"201. Lessor hereby leases and demises to Lessee and Lessee takes from Lessor, space on Lambert-St. Louis International Airport as shown on Exhibits B,C, & D ("Demised Premises"), which are filed of record in the office of the City Register and are incorporated herein by reference and made a part hereof:

- a. Parcel 1 - The "fuel storage area" being shown and described on Exhibit B;
- b. Parcel 2 - The maintenance and administration building being shown and described on Exhibit C;
- c. The Facilities;
- d. Parcel 3 - The truck fill area shown and described on Exhibit D.

Section 6. Sections 601 and 602 of the Lease as amended by Section 7. Sections 601 and 602 of the Third Amendment are hereby deleted in their entirety and the following 601 is substituted in their place.

"601. Ground Rental Payment. Beginning on the date of the Third Amendment to this Lease until December 21, 1990, Lessee will pay to the Lessor an annual rental rate of .25 cents per square foot for the fuel storage area described on Exhibit B, the maintenance and administration building area described on Exhibit C and the truck fill area described on Exhibit D. This rental will be paid in equal monthly amounts on or before the first of each month of the term of this Lease.

The rental rate for such parcels for the remainder of the term of this lease will be determined by mutual agreement between the Lessor and Lessee every five

years. If the Lessor and Lessee are unable to agree, then each will hire a qualified independent appraiser to appraise the ground and improvements provided by the Lessor 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." All other terms and conditions of the Indenture of Lease and its Amendments are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto affixed their hands and seals as set forth below for themselves, their successors and assigns.

Pursuant to City of St. Louis Ordinance # ____ approved _____.
LAMBERT FIELD FULING FACILITIES CORP.

Title: _____
Date: _____

THE CITY OF ST. LOUIS, MISSOURI, OPERATING LAMBERT ST. LOUIS INTERNATIONAL AIRPORT:

The foregoing Agreement was approved by the Airport Commission at its meeting on _____, 1994.

Commission Chairman Date
and Director of Airports

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on _____, 1994.

Secretary, Date
Board of Estimate & Apportionment

APPROVED AS TO FORM:

City Counselor Date
City of St. Louis

Comptroller, Date
City of St. Louis

Register, Date
City of St. Louis

SECTION TWO. This being an ordinance to provide for a public work and improvement, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City Charter and shall become effective immediately upon its approval by the Mayor of the City of St. Louis.

Legislative History				
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND
09/16/94	09/16/94	T&C		
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE
09/23/94			09/30/94	10/07/94
ORDINANCE	VETOED		VETO OVR	
63292				

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