BOARD BILL # 232 INTRODUCED BY ALDERWOMAN MARLENE DAVIS

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 ("St. Louis") to enter into and execute on behalf of St. Louis an Agreement and Contract of Sale ("Agreement") substantially in the form as set out in **ATTACHMENT "1"** to this Ordinance, 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 NorthPark Partners, LLC, a Missouri corporation ("NorthPark"), providing for the sale of approximately 2.554 acres of property owned by St. Louis and located in St. Louis County ("St. Louis Property"), which is more fully described in Section 1 of the Agreement and Exhibit "A" thereto entitled "Legal Description of St. Louis Property", for the sum of One Hundred Fifty Thousand Dollars ($150,000) subject to and in accordance with its provisions, and to the applicable rules and regulations of the Federal Aviation Administration ("FAA") and the applicable provision 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; 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 "B" to the Agreement entitled "Form of Quit Claim Deed for St. Louis Property", remising, releasing, conveying, and forever quit-claiming unto NorthPark, its successors in interest and assigns, the St. Louis Property subject to the easements and restrictive covenants as defined and provided for in said quit claim deed; conditioning the execution and delivery of the quit claim deed at the closing as contemplated in the Agreement on the FAA prior approval of the sale of the St. Louis Property; authorizing and directing the Mayor, the Comptroller, the Register, the City

Counselor, and other appropriate officers, 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, permits, amendments, affidavits, certifications, or instruments deemed necessary to effectuate the terms set forth in the Agreement, and/or deemed necessary to preserve and protect St. Louis' interest, and to take such actions as may be necessary or appropriate in connection with the consummation of the transactions contemplated herein; providing that the provisions set forth in this Ordinance shall be applicable exclusively to the agreements, documents, permits, 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 or improvement of Lambert-St. Louis International Airport® ("Airport"), and in accordance with any applicable rules and regulations under the Federal Aviation Regulation ("FAR") part 150 Noise Compatibility Program, the Federal Aviation Administration ("FAA") Airport Improvement Program ("AIP"), the Passenger Facility Charge ("PFC") Program, and/or any other applicable federal, state, or local laws and regulations, St. Louis, acting through the Airport Authority of St. Louis ("Airport Authority"), has acquired and St. Louis is the fee owner of approximately 2.554 acres of real property ("St. Louis Property") located in St. Louis County, Missouri and is more fully described in Section 1 and EXHIBIT "A" to the Agreement and Contract of Sale ("Agreement"), between St. Louis and NorthPark Partners, LLC ("NorthPark"), which is attached hereto as **ATTACHMENT "1"** and incorporated herein;

WHEREAS, pursuant to Section 809 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, St. Louis may and hereby determines that the St. Louis 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, transfer, or exchange the St. Louis 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 real property only upon a showing that such disposition is at a fair market value, and is in accordance with a land use plan and/or deed restrictions approved by the FAA which permit only agricultural, commercial, or development uses of the St. Louis Property that are compatible with the operations 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 Agreement are acceptable and that the execution, delivery and performance by St. Louis and NorthPark of their respective obligations under the Agreement are in the best interests of St. Louis and the Airport and promote the peace, health, safety, and welfare of its residents 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 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 an Agreement and Contract of Sale ("Agreement") substantially in the form as set out in **ATTACHMENT "1"** to this Ordinance, 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 NorthPark Partners, LLC, a Missouri corporation ("NorthPark"), providing for the sale of approximately 2.554 acres of property owned by St. Louis and located in St. Louis County ("St. Louis Property"), which is more fully described in Section 1 of the Agreement and Exhibit "A" thereto entitled "Legal Description of St. Louis Property", for the sum of One Hundred Fifty Thousand Dollars ($150,000), subject to and in accordance with its provisions, and to the applicable rules and regulations of the Federal Aviation Administration ("FAA") and the applicable provision 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;

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, subject to and in accordance with the terms of the Agreement, a quit claim deed substantially in the form as set out in Exhibit "B" to the Agreement entitled "Form of Quit Claim Deed for St. Louis Property", remising, releasing, conveying, and forever quit-claiming unto NorthPark, its successors in interest and assigns, the St. Louis Property subject to the easements and restrictive covenants as defined and provided for in said quit claim deed.

SECTION FOUR. The execution and delivery by St. Louis of the quit claim deed and other instruments or documents at the closing on this transaction, as is contemplated in the Agreement, are hereby expressly conditioned on the FAA's prior written approval of: a) the sale of the St. Louis Property to NorthPark and b) 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, agents, and employees of St. Louis, with the advice of the Director of

Airports, are hereby authorized and direct to enter into and execute on behalf of St. Louis and in St. Louis' best interest any attendant or related documents, agreements, permits, amendments, affidavits, certifications, or instruments deemed necessary to effectuate the terms set forth in the Agreement, and/or deemed necessary to preserve and protect St. Louis' interest, and/or to take such actions as may be necessary or appropriate in connection with the consummation of the transactions or agreements contemplated herein.

SECTION SIX. The terms, covenants, and conditions set forth in this Ordinance are applicable exclusively to the agreements, documents, permits and instruments approved or authorized by this Ordinance and are not be applicable to any other existing or future agreements, documents, permits, 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 will have no force or effect as to the agreements, documents, permits, and instruments approved and/or authorized by this Ordinance.

SECTION SEVEN. The sections or provisions of this Ordinance or portions thereof are 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 will 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 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 is effective immediately upon its approval by the Mayor of St. Louis.