

1 **BOARD BILL NO. 160 INTRODUCED BY ALDERWOMAN PHYLLIS YOUNG**

2 An ordinance recommended by the Airport Commission, the Board of Public Service, and
3 the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the
4 Comptroller of the City of St. Louis, Missouri, a municipal corporation ("St. Louis") to enter into
5 and execute on behalf of St. Louis an "Agreement and Contract of Sale" (substantially in the form as
6 set out in **ATTACHMENT "1"** which is incorporated herein), between St. Louis, the owner and
7 operator of Lambert–St. Louis International Airport® ("Airport") which is located in St. Louis
8 County, Missouri, and Lambert Airport Eastern Perimeter Joint Development Commission, a body
9 corporate and politic, formed in accordance with section 70.210-70.325 Mo. Rev. Stat., as amended
10 ("Buyer"), necessary for the sale by St. Louis to Buyer of certain surplus property (the "Property")
11 located in St. Louis County that is more fully described in Section 1 and EXHIBIT "A" of the
12 Agreement and Contract of Sale in accordance with and subject to its provisions and to the
13 applicable rules and regulations of the Federal Aviation Administration ("FAA") and the applicable
14 provisions of the Airport's Amended and Restated Indenture of Trust between UMB Bank, N.A.,
15 Trustee dated October 15, 1984 as amended, and restated on September 10, 1997 as amended;
16 providing for the deposit of the proceeds from the Agreement and Contract of Sale; authorizing and
17 directing the Mayor and the Comptroller of St. Louis to enter into and execute on behalf of St. Louis
18 the "Quit Claim Deed" substantially in the form as set out in EXHIBIT "B" to the Agreement and
19 Contract of Sale subject to and in accordance with the terms of the Agreement and Contract of Sale,
20 remising, releasing and forever quit-claiming unto the Buyer, its successors and assigns the Property
21 subject to the easement and restrictive covenants as defined and provided for in the Quit Claim

June 8, 2007

Page 1 of 6

BB# 160

(Sponsor: Alderwoman Phyllis Young)

1 Deed; conditioning the execution and delivery by St. Louis of the agreements, documents, and
2 instruments contemplated in this Ordinance on the FAA's prior written approval of: a) the release
3 and sale of the surplus Property to the Buyer, b) the provisions of the Agreement and Contract of
4 Sale including, without limitation, the "Purchase Price" of Two Million One Hundred Twenty
5 Thousand Five Hundred Dollars (\$2,120,500.00), as defined and provided for in Section 2 of the
6 Agreement and Contract of Sale, and c) any other related matter required to be submitted to and
7 approved by the FAA; authorizing the Mayor, the Comptroller, the Register, the City Counselor,
8 Director of Airports, and other appropriate officers, officials, agents, and employees of St. Louis
9 with the advice of the Director of Airports to enter into and execute on behalf of St. Louis and in St.
10 Louis' best interest any attendant or related documents, agreements, affidavits, certificates, or
11 instruments deemed necessary to effectuate the terms set forth in the Agreement and Contract of
12 Sale or the Quit Claim Deed, and/or deemed necessary to preserve and protect St. Louis' interest and
13 to take such actions as are necessary or appropriate in connection with the sale of the Property or the
14 consummation of the transactions contemplated herein; providing that the provisions set forth in this
15 Ordinance shall be applicable exclusively to the agreements, documents, and instruments approved
16 and/or authorized by this Ordinance, and containing a severability clause, and an emergency clause.

17 **WHEREAS**, pursuant to certain ordinances of The City of St. Louis, Missouri ("St.
18 Louis") approving the purchase of real estate required for noise abatement purposes and/or the
19 development, improvement, and/or expansion of Lambert-St. Louis International Airport®
20 ("Airport"), and in accordance with Federal Aviation Regulation ("FAR") part 150 Noise
21 Compatibility Program and the Federal Aviation Administration ("FAA") Airport Improvement

1 Program (the “AIP”), St. Louis, acting through the Airport Authority of St. Louis (the “Airport
2 Authority”), has acquired and St. Louis is the fee owner of approximately 37.5733 acres or
3 1,636,693 square feet of real property (the “Property”) located in St. Louis County, Missouri and
4 is more fully described in Section 1 and EXHIBIT A of the Agreement and Contract of Sale,
5 which is attached hereto as **ATTACHMENT “1”** and incorporated herein;

6 **WHEREAS**, pursuant to Section 809 of the Lambert-St. Louis International Airport
7 Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee dated October 15,
8 1984 and amended, and restated on September 10, 1997 as amended, St. Louis may and hereby
9 determines that the Property is not necessary or useful in the operation of the Airport and is not
10 needed for further aviation purposes of the Airport and, therefore, St. Louis may dispose of or
11 transfer the Property in order that it may be redeveloped for uses compatible with the Airport’s
12 operations;

13 **WHEREAS**, pursuant to the AIP, St. Louis may dispose of the Property only upon a
14 showing that such disposition is at a fair market value, and, is in accordance with a land use plan
15 and/or deed restrictions approved by the FAA which permit only commercial or development
16 uses of the Property that are compatible with the operation of the Airport, due to Airport noise,
17 over-flight patterns, and height restrictions; and

18 **WHEREAS**, the Board of Aldermen hereby determines that the terms of the Agreement
19 and Contract of Sale are acceptable and that the execution, delivery and performance by St.
20 Louis and the Buyer of their respective obligations under the Agreement and Contract of Sale are
21 in the best interests of St. Louis and the Airport and promote the peace, health, safety, and

1 welfare of its residents and the traveling public.

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

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

5 **SECTION TWO.** The Director of Airports and the Comptroller of the City of St. Louis
6 (“St. Louis”) are hereby authorized and directed to enter into and execute on behalf of St. Louis the
7 “Agreement and Contract of Sale” (substantially in the form as set out in **ATTACHMENT “1”**
8 which is incorporated herein), between St. Louis, the owner and operator of Lambert–St. Louis
9 International Airport® (“Airport”) which is located in St. Louis County, Missouri, and Lambert
10 Airport Eastern Perimeter Joint Development Commission, a body corporate and politic, formed in
11 accordance with section 70.210-70.325 Mo. Rev. Stat., as amended (“Buyer”), necessary for the sale
12 by St. Louis to Buyer of certain surplus property (the “Property”) located in St. Louis County that is
13 more fully described in Section 1 and EXHIBIT A of the Agreement and Contract of Sale in
14 accordance with and subject to its provisions and to the applicable rules and regulations of the
15 Federal Aviation Administration (“FAA”) and the applicable provisions of the Airport’s Amended
16 and Restated Indenture of Trust between UMB Bank, N.A., Trustee dated October 15, 1984 as
17 amended, and restated on September 10, 1997 as amended.

18 **SECTION THREE.** Proceeds from the sale of the Property shall be held by St. Louis in
19 accordance with the provisions of the Agreement and Contract of Sale and in accordance with
20 applicable FAA rules and regulations for the release and sale or transfer of surplus property.

21 **SECTION FOUR.** The Mayor and the Comptroller of St. Louis are hereby authorized

1 and directed to enter into and execute on behalf of St. Louis the “Quit Claim Deed” substantially in
2 the form as set out in EXHIBIT B to the Agreement and Contract of Sale subject to and in
3 accordance with the terms of the Agreement and Contract of Sale, remising, releasing and forever
4 quit-claiming unto Buyer, its successors and assigns the Property subject to the easement and
5 restrictive covenants as defined and provided for in the Quit Claim Deed.

6 **SECTION FIVE.** The execution and delivery by St. Louis of the agreements, documents,
7 and instruments contemplated in this Ordinance are hereby expressly conditioned on the FAA’s
8 prior written approval of: a) the release and sale of the surplus Property to the Buyer, b) the
9 provisions of the Agreement and Contract of Sale including, without limitation, the “Purchase Price”
10 of Two Million One Hundred Twenty Thousand Five Hundred Dollars (\$2,120,500.00) as defined
11 and provided for in Section 2 of the Agreement and Contract of Sale, and c) any other related matter
12 required to be submitted to and approved by the FAA.

13 **SECTION SIX.** The Mayor, the Comptroller, the Register, the City Counselor, the
14 Director of Airports, and other appropriate officers, officials, agents, and employees of St. Louis
15 with the advice of the Director of Airports are hereby authorized to enter into and execute on behalf
16 of St. Louis and in St. Louis’ best interest any attendant or related documents, agreements, affidavits,
17 certificates, or instruments deemed necessary to effectuate the terms set forth in the Agreement and
18 Contract of Sale or the Quit Claim Deed, and/or deemed necessary to preserve and protect St. Louis’
19 interest, and to take such actions as are necessary or appropriate in connection with the sale Property
20 or the consummation of the transactions contemplated herein.

21 **SECTION SEVEN.** The terms, covenants, and conditions set forth in this Ordinance shall

1 be applicable exclusively to the agreements, documents, and instruments approved or authorized by
2 this Ordinance and shall not be applicable to any other existing or future agreements, documents, or
3 instruments unless specifically authorized by an ordinance enacted after the effective date of this
4 Ordinance. All provisions of other ordinances of St. Louis which are in conflict with this Ordinance
5 shall be of no force or effect as to the agreements, documents, and instruments approved and/or
6 authorized by this Ordinance.

7 **SECTION EIGHT.** The sections, conditions, or provisions of this Ordinance or portions
8 thereof shall be severable. If any section, condition, or provision of this Ordinance or portion thereof
9 contained herein is held invalid by the court of competent jurisdiction, such holding shall not
10 invalidate the remaining sections, conditions or provisions of this Ordinance.

11 **SECTION NINE.** This being an Ordinance providing for public peace, health, or safety,
12 it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of St. Louis'
13 Charter and shall become effective immediately upon its approval by the Mayor of St. Louis.