

ORDINANCE #65617
Board Bill No. 158

An ordinance recommended by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment authorizing and directing the Mayor and the Comptroller of the City of St. Louis (the "City") to execute and deliver on behalf of the City to St. Louis Air Cargo Services, Inc. (the "Grantee"), a Temporary and Non-Exclusive Easement Agreement (the "Easement Agreement") between the City and the Grantee, in order to accommodate the Grantee's construction of additional air cargo facilities at Lambert-St. Louis International Airport (the "Airport"); this Easement Agreement, which is attached hereto as **ATTACHMENT "A"** and made a part hereof, grants to the Grantee a temporary and non-exclusive easement over and under the surface of certain real estate at the Airport more fully described in Section One of this Ordinance for the purpose of installing, constructing, maintaining, repairing, monitoring, and operating a Glycol Recovery System consisting of an Oil/Water Separator, a Glycol Control Structure, a Glycol Pump Well and other improvements and appurtenances thereto necessary to comply with certain federal, state, and local laws and regulations regarding the containment of certain ground water contaminants; and containing an emergency clause.

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

Section One. The Mayor and the Comptroller of the City of St. Louis (the "City") are hereby authorized and directed to execute and deliver on behalf of the City to St. Louis Air Cargo Services, Inc. (the "Grantee"), a Temporary and Non-Exclusive Easement Agreement (the "Easement Agreement") between the City and the Grantee, in order to accommodate the Grantee's construction of additional air cargo facilities at Lambert-St. Louis International Airport (the "Airport"); this Easement Agreement grants to the Grantee a temporary and non-exclusive easement over and under the surface of certain real estate at the Airport for the purpose of installing, constructing, maintaining, repairing, monitoring, and operating a Glycol Recovery System consisting of an Oil/Water Separator, a Glycol Control Structure, a Glycol Pump Well, and other improvements and appurtenances thereto necessary to comply with certain federal, state, and local laws and regulations regarding the containment of certain ground water contaminants and is to read in words and figures as set out in **ATTACHMENT "A"**, which is attached hereto and made a part hereof.

Section Two. 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.

ATTACHMENT "A"

CITY OF ST. LOUIS, MISSOURI
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT
TEMPORARY EASEMENT AGREEMENT

GRANTOR: CITY OF ST. LOUIS
GRANTEE: ST. LOUIS AIR CARGO SERVICES, INC.

AIRPORT NUMBER AL-376
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT
TEMPORARY EASEMENT AGREEMENT
BETWEEN THE CITY OF ST. LOUIS AND
ST. LOUIS AIR CARGO SERVICES, INC.

THIS TEMPORARY AND NON-EXCLUSIVE EASEMENT AGREEMENT, made this _____ day of _____, 2002 (the "Easement Agreement"), by and between The City of St. Louis, a municipal corporation of the State of Missouri (the "Grantor") acting by and through its Mayor and Comptroller, and St. Louis Air Cargo Services Inc., a Missouri corporation (the "Grantee").

WITNESSETH THAT:

WHEREAS, the Grantor is the owner and operator of Lambert- St. Louis International Airport, located in the County of St. Louis Missouri;

WHEREAS, the Grantor and the Grantee have entered into that certain GROUND LEASE AND AGREEMENT (Air Cargo Terminal, AL-140) (the "Ground Lease") dated April 1, 1987 and authorized by Ordinance No. 60337 approved March 4, 1987,

the term of which expires on April 30, 2019;

WHEREAS, the Grantee desires to construct additional air cargo facilities in accordance with and subject to the terms, covenants, and conditions of the Ground Lease, and as a result of that construction will be required to comply with the federal laws and regulations of the Environmental Protection Agency and state laws and regulations of the Missouri Department of Natural Resources regarding the containment of certain ground water contaminants;

WHEREAS, the Grantee desires to construct a Glycol Recovery System consisting of an Oil/Water Separator, a Glycol Control Structure, a Glycol Pump Well and other improvements and appurtenance thereto (collectively the "Facility") to comply with said laws and other applicable federal, state, and local laws and regulations;

WHEREAS, the Grantee has submitted a Tenant Construction or Alteration Application ("TCA") including detailed drawings, plans and specifications for the construction of the Facility in accordance with ARTICLE V, entitled "RESTORATION, MODIFICATION OR CONSTRUCTION OF IMPROVEMENTS" of the Ground Lease and said TCA has been approved by the Grantor;

WHEREAS, the Grantor and the Grantee both agree that no feasible location for the proposed Facility lies within the Grantee's leased Premises (as defined and described in the Ground Lease); and

WHEREAS, it is necessary in order to accommodate the Grantee's construction of additional air cargo facilities for the Grantor to grant to the Grantee a temporary and non-exclusive easement for the purpose of installing, constructing, maintaining, repairing, monitoring, and operating the Facility on property owned by the City and located on the Airport as described below.

NOW THEREFORE, for and in consideration of the mutual promises, covenants, and agreements herein contained, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the City hereby grants and conveys to the Grantee a Temporary and Non-Exclusive Easement (the "Temporary Easement") over and under the surface of certain real estate in the County of St. Louis, State of Missouri (the "Easement Area"), more fully described as follows:

A tract of land being part of United States Survey 2524, Township 46 North, Range 6 East, St. Louis County, Missouri; said tract being more particularly described as follows:

COMMENCING at the intersection of the southwestern line of property described in a lease to St. Louis Air Cargo Services, Inc. recorded in Book 8842, Page 2431 of the St. Louis County Recorder's Office with the western line of James S. McDonnell Boulevard; thence in a generally northwestwardly direction along said southwestern lease line the following courses and distances: North 57 degrees 45'14" West, 477.59 feet; North 32 degrees 14'46" East, 167.650 feet and North 57 degrees 45'14" West, 205.00 feet to **THE POINT OF BEGINNING** of the tract of land herein described; thence leaving the southwestern line of said lease South 32 degrees 14'46" West, 113.57 feet; thence North 57 degrees 18'53" West, 135.00 feet; thence North 32 degrees 14'46" East, 112.54 feet to a point on the southwestern line of said lease; thence South 57 degrees 45'14" East, 135.00 feet along the southwestern line of said lease to the Point of Beginning, and containing 15,262 square feet, according to calculation prepared by P.B.Q. & D. in June, 1999. See the plat of the Easement Area identified as **EXHIBIT "A"**, attached hereto and incorporated herein.

Reserving unto the Grantor, its successors and assigns, the aviagation right more fully set forth in section 6 below, entitled "AVIAGATION RESERVATION".

The Grantor is willing that the Grantee so use the Temporary Easement over and under the Easement Area subject to the following terms, covenants, conditions, and reservation:

1. PURPOSE/USE. The Grantee, its agents, employees, representatives, contractors, and permitted assigns shall use this Easement Area only for the purpose of installing, constructing, maintaining, repairing, monitoring, and operating a functional Facility.

2. TERM. The term of this Easement Agreement shall begin on the date first written above and shall end April 30, 2019 the expiration date of the Ground Lease, or the early termination date of the Ground Lease, or if the Grantee should abandon its Temporary Easement as provided for herein; unless sooner terminated in accordance with other provisions of this Agreement. The

Grantee shall be deemed to have abandoned the Temporary Easement or the Easement Area when the Grantee no longer uses the Temporary Easement for the purpose of installing, constructing, maintaining, repairing, monitoring and operating a functional Facility. This Easement Agreement is expressly subject to and shall not become effective or binding on either the Grantor or the Grantee until fully executed by both the Grantor and Grantee.

3. RESTORATION. Grantee shall not change the existing ground elevation or drainage pattern. All surfaces of the Easement Area and surrounding property shall be restored to its original ground elevation, drainage pattern, and condition after completion of the initial or any subsequent installation, construction, maintenance or repairs, except to the extent the Director of Airports agrees otherwise in writing, ordinary wear and tear excepted. At the effective date of the expiration or early termination of this Easement Agreement or the abandonment of the Temporary Easement or Easement Area by the Grantee, the Facility including without limitation all improvements constructed, installed or placed in or on the Easement Area by the Grantee, including any alterations, modifications and enlargements thereof shall become the Grantor's property with title vesting in Grantor upon the expiration or early termination of the Easement Agreement or the abandonment of the Temporary Easement or the Easement Area by the Grantee; subject, however, to Grantee's obligation to monitor, operate, repair, and maintain, and its right of possession and use during the term and in accordance with the terms, covenants, conditions, and reservation of this Easement Agreement. However, Grantor reserves the right and Grantee agrees that the Director of Airport may in his/her sole and absolute discretion (at the effective date of the expiration or early termination of this Easement Agreement or the abandonment of the Temporary Easement or the Easement Area by the Grantee) require the Grantee to remove the Facility including without limitation all improvements constructed, installed or placed in or on the Easement Area by the Grantee, including any alterations, modification and enlargements thereof or appurtenances thereto and/or restore the Easement Area substantially to the condition that originally existed at the time this Temporary Easement was granted. It understood and agreed by the Grantor and Grantee that such restoration and removals as contemplated under this Section 3. Restoration shall only apply to improvements constructed, installed or placed in or on the Easement Area, including any alterations, modification and enlargements thereof and appurtenances thereto within the Easement Area as defined in the preamble of this Easement and as shown on EXHIBIT "A" attached hereto. Grantee agrees to bear all cost of such removals and restorations. No notice to quit possession at the expiration date of the term of this Easement Agreement shall be necessary.

4. MAINTENANCE\IMPROVEMENTS WITHIN EASEMENT. The Grantee shall maintain the Easement Area, including without limitation the Facilities and all improvements constructed, installed or placed in or on the Easement Area by the Grantee, including any alterations, modifications and enlargements thereof or appurtenances thereto, in a clean, safe, and in good order and repair, and in accordance with the applicable federal, state, and local law and regulations including without limitation environmental laws. Grantee shall obtain all necessary permits, licenses, and approvals in connection with the activities to be conducted pursuant to this Easement Agreement, including without limitation the necessary TCA in accordance with ARTICLE V, entitled "RESTORATION, MODIFICATION OR CONSTRUCTION OF IMPROVEMENTS" of the Ground Lease. In the event the Grantee fails to perform any duties or obligations hereunder, and such failure shall continue for thirty (30) calendar days after written notice by Grantor of the alleged failure to perform said duties (or, if the cause of the default by its nature can not be cured within said 30 days, then if the Grantee does not commence to correct such default within said 30 day period or does not fully correct the same as promptly as reasonable practical) the Grantor shall have the right to cure such default and Grantee warrants, represents and agrees to pay the Grantor promptly the reasonable cost actually incurred by Grantor to cure said default including without limitation reasonable legal fees and cost of litigation.

5. ACCESS. Grantee has the right of free access to and from the Temporary Easement or Easement Area for its employees, representatives, contractors, and agents together with the right to use additional space adjacent to the Easement Area and the right to bring necessary equipment upon the Grantor's premises as may be required during the period of any construction, installation, repairs, monitoring or maintenance in connection with the performance of the Grantee's activities as set out in section 1, all of which is subject to any applicable federal, state, and local laws, rules, regulations or requirements including but not limited to the Airport's Security Identification Display Area ("SIDA") requirements (if applicable), which may restrict or limit access to the Temporary Easement or Easement Area. In no event shall the Grantee, its employees, contractors, consultants, agents, or representatives interfere with the safe and efficient operation or administration of the Airport. Grantee shall give the Grantor reasonable and timely notice of its need to enter the Easement Area except for routine inspections and maintenance.

6. AVIAGATION RESERVATION. The Grantor reserves unto itself, successors and assigns for the use and benefit of the public, a perpetual and assignable easement and right-of-way, for the free and unobstructed passage of aircraft in, through, and across all the navigational air space above the Easement Area, together with the continuing right to cause and allow in all the air space above the surface of the Easement Area such noise, vibration, fumes, dust, fuel particles, illumination, interference with television, radio or any other type of transmission and other effects as may be caused by or result from the operation of aircraft or the landing at or taking off from or from the operation of aircraft on or at the Airport, also together with the rights to mark and

light obstructions to air navigation any and all buildings, structures or other improvements and trees or other objects which extend into this easement or right-of-way.

The term "aircraft" is defined for the purpose of this instrument as any contrivance now known or hereafter invented, designed or used for navigation or flight in air or space involving either persons or property.

The Grantee, its successors in interest or assigns will not erect, nor permit the erection of, any structure, facility, or object, on or in the Easement Area which encroaches upon or extends into this easement or right-of-way, and that neither the Grantee, its successors or assigns will hereafter use, or permit or suffer the use of the Temporary Easement or Easement Area in such manner as to create electrical interference with radio communication to or from any aircraft, or as to make it difficult for aircraft pilots to distinguish between airport lights and other lights, or as to impair visibility in the vicinity of any airport, or as to otherwise endanger the landing, taking off, or maneuvering of aircraft.

The Grantee expressly agrees for itself, its successors and permitted assigns: a) to prohibit any use of the Temporary Easement or Easement Area which would be a hazard to the flight of aircraft over the land or to and from the Airport or interfere with air navigation and/or communication facilities serving the Airport; b) to restrict the height of structures, objects or natural growth, and other obstructions over the surface of the land, and c) to provide to the Federal Aviation Administration (the "FAA") notice of proposed construction or alteration to the Temporary Easement in a form acceptable to the Federal Aviation Administration (FAA") (currently, FAA Form 7460-1, entitled "Notice of Proposed Construction or Alteration") for its review and un-objectual determination, prior to commencement of construction, that the proposed construction or alteration is not an obstruction or hazard to the flight of aircraft over the land or to and from the Airport.

7. RIGHTS LIMITED. No rights except those specifically set out in this Easement Agreement are granted or conveyed to the Grantee. The Grantor makes no representation or warranties, expressed or implied, as to the suitability or fitness of the Temporary Easement or Easement Area for any particular purpose. Nothing herein shall be construed or interpreted to mean that the Grantee or any of its employees or agents is employees or agents of the Grantor.

8. INDEMNIFICATION.

A. Grantee warrants, represents, and agrees that it shall repair any and all damages to property arising out of or in connection with the rights granted by this Easement Agreement. Further, the Grantee agrees to protect, defend and hold, indemnify and save harmless the Grantor, its Board of Aldermen, Airport Commission, officers, employees, agents, contractors, and consultants completely harmless from and against all liabilities, losses, suits, claims or causes for action, judgments, fines or demand (including but not limited to attorney fees, court costs, and expert fees) of any nature whatsoever arising out of or incident to this Easement Agreement or the use of the Temporary Easement or Easement Area and/or the acts or omissions of the Grantee's officers, employees, agents, representatives, contractors, consultants, licensee, independent contractors, or invitees regardless of where the injury, death, or damage may occur, and such indemnity shall survive the expiration or any termination of this Easement Agreement including the abandonment of the Temporary Easement. Grantor and Grantee each mutually agree that each will be responsible for their own negligent acts and/or negligent omissions. Grantor agrees to give reasonable notice of any such claims or actions. The Grantee shall use counsel reasonably acceptable to the City Counselor of the Grantor or his/her designee, after consultation with the Director of Airports or his/her designee in carrying out its obligations hereunder. Grantee shall have the right to defend, compromise, or settle to extent of Grantee's interest.

B. Grantee warrants, represents, and agrees that it shall protect, defend and hold, indemnify and save harmless the Grantor, its Board of Aldermen, Airport Commission, officers, employees, agents, contractors, and consultants completely harmless from and against all liabilities, losses, suits, claims or causes for action, judgments, administrative proceedings, fines or demand (including but not limited to attorney fees, court costs, and expert fees) of any nature whatsoever arising out of or incident to the use, manufacture, generation, production, treatment, storage, transportation, disposal, discharge, release, or spilling, into or onto the air, water, soil, sewer system or similar media of any hazardous substance, hazardous waste, pollutant, toxic pollutant, extremely hazardous substance, toxic substance, infectious waste, solid waste, oil, petroleum product or derivative, or similar material or substance, or other chemical substance or material subject to federal, state, or local laws or regulations, discharge, release or spill, whether accidental or intentional, which occurs on or from the Temporary Easement or Easement Area during the Term of this Easement Agreement or previous agreements between the parties. Grantee's indemnity, liability, or obligation includes but is not limited to all costs and expenses related to the sampling, testing, investigation, cleanup, removal, remediation, decontamination, or restoration of the Easement Area and other affected areas. Grantor and Grantee each mutually agree that each will be responsible for their

own negligent acts and/or negligent omissions. Grantor agrees to give reasonable notice of any such claims or actions. The Grantee shall use counsel reasonably acceptable to the City Counselor of the Grantor or his/her designee, after consultation with the Director of Airports or his/her designee in carrying out its obligations hereunder. Grantee shall have the right to defend, compromise, or settle to extent of Grantee's interest.

9. LIABILITY INSURANCE.

A. Grantee, as partial consideration for the Grantor's performance hereunder, at its expense, at all times during the term hereof, shall cause Grantor and its Board of Aldermen, Airport Commission, officers, agents, and employees and Grantee to be insured on an occurrence basis against the risk of all claims and demands arising or alleged to arise out of the activities or omissions of Grantee, its officers, agents, employees, consultants, contractors, licensees, independent contractors, and invitees pursuant to this Easement Agreement or use of the Easement Area or the Grantee's operations on or affecting the Easement Area whether on or off the Easement Area. Grantee shall maintain a Comprehensive General Liability policy of insurance, in a minimum amount of One Million Dollars (\$1,000,000) per incident and in the aggregate comprised of such primary and excess policies of insurance as lessee finds it feasible to purchase during the term of this Easement Agreement.

B. Grantee, shall also obtain, at its sole expense and at all times during the term of this Easement Agreement plus five (5) years, Pollution Legal Liability Insurance coverage specific to the Easement Area, insuring the Grantor and its Board of Aldermen, Airport Commission, officers, agents, and employees and Grantee to be insured on an occurrence basis against the risk of all claims and demands by third persons for bodily injury (including wrongful death), property cleanup, legal defenses, and property damage arising or alleged to arise out of the activities or omissions of the Grantee, its officers, agents, employees, consultants, contractors, licensees, independent contractors, and invitees pursuant to the Easement Agreement or the use of the Easement area or the Grantee's operations on or affecting the Easement area whether on or off Easement Area in a minimum amount of One Million Dollars (\$1,000,000) per incident and in the aggregate, comprised of such primary and excess policies of insurance as Grantee finds it feasible to purchase. Said Pollution Legal Liability Insurance coverage shall not exclude underground tanks or exclude or prevent the Grantor from taking legal action to protect its rights and property. Grantor acknowledges and agrees that the foregoing Pollution Legal Liability Insurance may be satisfied by Grantee's tenant or tenants who use the Facility.

C. Insofar as said insurance provide protection against liability for damages to a third party for bodily injury, death and property damage, Grantor, and its Board of Aldermen, Airport Commission, officers, employees and agents shall be named as an "Additional Insured". Such liability insurance coverage shall also extend to damage, destruction and injury to Grantor owned or leased property and Grantor's personnel, and caused by or resulting from work, acts, operations, or omissions of the Grantee, its officers, agents, employees, consultant, contractors, licensees, independent contractors and invitees, and insuring the Grantee's contractual obligations hereunder.

D. Certificates of said insurance shall be filed with the Director of Airports in a form and content reasonably satisfactory to the Grantor. Grantor hereby reserves the right to review said insurance policies and deductibles. At least fifteen (15) calendar days prior to the expiration of any such policy, Grantee shall submit to the Director of Airports or his/her designee a certificate showing that such insurance coverage has been renewed. If such coverage is canceled or reduced, Grantee shall within fifteen (15) calendar days after the date of such written notice from the insurer of such cancellation or reduction in coverage, file with the Director of Airports or his/her designee, a certificate showing that the required insurance has been reinstated or provided through another insurance company. Such policies of insurance required of Grantee herein shall be in a form and with a company of companies approved by Grantor, and qualified to do insurance business in the State of Missouri. (Said insurance companies must be "A" rated or higher.) 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 thirty (30) calendar days written notice to the Director of Airport. Each such insurance policy shall also provide primary coverage to the Grantor and its Board of Aldermen, Airport Commission, officers, employees and agents when any policy issued to the Grantor, its Board of Aldermen, Airport Commission, officers, employees and agents provide duplicate or similar coverage; then in such circumstances, the Grantor's and its Board of Aldermen, Airport Commission, officers, employees and agents' policy will be excess over the Grantee's policy.

E. Grantee, at its expense, at all times during the term hereof, shall maintain for its employees workers' compensation insurance coverage at least at the statutory limits applicable to Grantee.

F. No Alderman, Commissioner, Director, officer, employee, board member of either party shall be

personally liable under or in connection with this Easement Agreement.

G. Grantee, on behalf of itself and its insurers, hereby waives any claim or right of recovery from Grantor, its Board of Aldermen, Airport Commission, officers, employees, and agents for loss or damage to Grantee or its property or the property of others under Grantee's control, to the extent that such loss is covered by valid insurance policy. Grantee shall provide notice of this waiver of subrogation to its insurers.

H. Grantee and Grantor understand and agree that the minimum limits of coverage under the insurance policies herein required may become inadequate, and Grantee agrees that it will increase such minimum coverage limits upon receipt of notice in writing from the City's Director of Airport or his designee. Such notice to change coverage limits shall, in general, be issued with no more frequency than every fifth year of the lease terms; however, the Director of Airports, or his designee, may at any time, take note of judgement awards and out of court settlements and direct an increase in the minimum coverage limits of the insurance requirements at any time during the term hereof.

10. **SUCCESSOR IN INTERESTS.** This Easement Agreement and the parties' commitments and obligation within, shall be binding on both parties, their successors, and permitted assigns. Notwithstanding anything to the contrary, this Temporary Easement granted hereunder is personal to St. Louis Air Cargo Services Inc., and may not be assigned or apportioned without the Grantor's prior written consent as provided for in Ordinance 63687 approved in 1996 and such approval may be granted or withheld in Grantor's sole and absolute discretion. The parties hereto understand and agree that the Grantee is responsible for the performance of its permitted assigns under this Easement Agreement. Permitted assignees must expressly assume in writing the terms, covenants, and conditions contained in this Easement Agreement.

11. **NOTICE.** Any notice, request, consent, approval, information, document, correspondences provided for in this Easement Agreement shall be in writing and delivered personally or sent by an overnight or express mail service, with a return receipt, postage prepaid to the person and address set forth below. The notice shall be deemed effective upon receipt. Any party may change the person or address to which notices are to be sent to it by giving written notice of such change to the other party in the manner herein provided for giving notice.

If to Grantee:

Mr. Myron Haith
 President
 St. Louis Air Cargo Services, Inc.
 11415 W. 87th Terrace
 Overland Park, KS 66214

and, if to the Grantor:

Director of Airports
 Property Issues
 Lambert-St. Louis International Airport
 10701 Lambert International Boulevard
 P.O. Box 10212
 Lambert Station, St. Louis, Mo. 63145

with a copy to:

Airport Properties Division Manager
 Airport Properties Department
 Lambert-St. Louis International Airport
 10701 Lambert International Boulevard
 P.O. Box 10212
 Lambert Station, St. Louis, Mo. 63145.

12. **ENVIRONMENTAL NOTICE.** Grantee shall immediately notify the Director of Airports or his/her designee

and shall provide a written summary report within thirty (30) days for any of the following: (a) any correspondence or communication from any governmental entity regarding the application of environmental laws to the Easement Area or Grantee's operation on or affecting the Easement Area, (b) any change in Grantee's operations on or affecting the Easement Area that will change or has the potential to change the Grantee's or Grantor's obligations or liabilities under the any federal, state, or local environmental laws or regulations, (c) any disposal, release, or spill of any hazardous substance, extremely hazardous substance, hazardous waste, solid waste, oil petroleum product or derivative, infectious waste, pollutant, toxic pollutant, toxic substance, or chemical substance or material subject to federal, state, or local law or regulation, and (d) any breaches of any federal, state, or local environmental laws or regulations.

13. TERMINATION. This Easement Agreement shall be considered in default when Grantee fails to fulfill any of the terms, covenants, or conditions of this Easement Agreement. Such default shall be considered a material breach of this Easement Agreement for which the Grantor at its sole option may terminate the Easement Agreement and/or seek such appropriate remedies at law or in equity after first giving the Grantee thirty (30) days written notice specifying the date and cause of termination. No such termination shall be effective if the Grantee (a) cannot by the nature of the default cure it within such thirty (30) day period, and (b) commences to correct such default within said thirty (30) days, and (3) corrects the same as promptly as is reasonably practicable.

14. GENERAL PROVISIONS.

A. It is understood and agreed by and between the Grantor and Grantee that the Easement Agreement shall be deemed and construed to be entered into and to be performed in the City of St. Louis, State of Missouri, and it is further understood and agreed by and between parties hereto that the law of the State of Missouri, City Charter, and Ordinance shall govern the rights, obligations, duties and liabilities of the parties to the Easement Agreement and also govern the interpretation of the Easement Agreement.

B. The terms, covenants, conditions, warranties, and provisions of this Easement Agreement are intended by the parties as a final expression of their agreement with respect to such terms, covenant, conditions, warranties, or provisions as are included in this Easement Agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. This Easement Agreement may be amended from time to time by written agreement, duly authorized and executed by all the signatories to this Easement Agreement.

C. Grantee shall comply with all federal, state, and local laws, and regulations, as well as rules and regulations established by the Grantor or the Director of Airports, now or hereafter, applicable to this Easement Agreement, the Easement Area, Grantee's operations on or affecting the Easement Area, or any adjoining public ways, as to the manner of use or the condition of the Easement Area or of the adjoining public ways.

D. A waiver by either party of the terms, covenants, or conditions hereto to be performed, kept or observed by the other party shall not be construed as, or operate as, a waiver of any subsequent default or breach of any of the terms, covenants or conditions of this Easement Agreement.

E. The parties affirm each has full knowledge of the terms covenants conditions, warranties and requirements contained in this Easement Agreement. As such, the terms, covenants, conditions, warranties and requirements of this Easement Agreement shall be fairly construed and the usual rule, of construction, if applicable, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed, in the interpretation of this Easement Agreement or any amendments, modifications or exhibits thereto.

F. Grantee shall not allow any mechanic's liens or Other liens or encumbrances to attach to Airports property or any part thereof by its actions or omissions. Should any such lien or encumbrance be filed against the Grantor's property, Grantee shall satisfy the lien within thirty (30) calendar days of notice by the Grantor.

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

H. Grantee shall coordinate the activities performed under the Easement Agreement with the Airport representative designated by the Director of Airports.

I. In the event of a conflict between the Grantee and any other tenant, licensee, or concessionaire, as to the respective rights of the others, the Director of Airports shall review the applicable agreements and by reasonable interpretation thereof determine the rights of each party, and Grantee agrees to be bound by such decision. All determinations by the Director of Airports are final.

J. Time is of the essence in this Easement Agreement. The parties agree that time shall be of the essence in the performance of each and every obligation and understanding of this Easement Agreement.

K. When the consent, approval, waiver, or certification ("Approval") of a party is required under the terms of this Easement Agreement; such approval must be in writing and signed by the party Approving. Whenever the Approval of the City or the Director of Airports is required, the Approval must be from the Director of Airports. or his/her authorized designee. Grantor and Grantee agree that extensions of time for performance may be made by the written mutual consent of the Director of Airports and the Grantee or its designee.

L. Grantor and Grantee acknowledge and agree that a default under this Easement Agreement shall not constitute or be considered a default under any other agreement between Grantor and Grantee, including, without limitation, the Ground Lease.

TO HAVE AND TO HOLD THE TEMPORARY EASEMENT, with all right appertaining thereto unto the Grantee, its successors, and permitted assigns, it being understood and agreed that the reservation, conditions, and covenants shall run with the land.

IN WITNESS WHEREOF, The City and the Grantee have entered into this Easement Agreement as set forth above by affixing their signatures hereto.

Pursuant to City of St. Louis Ordinance No. _____, approved on the _____ day of _____, 2002.

GRANTOR/CITY:

THE CITY OF ST. LOUIS:

BY: _____
Mayor,
City of St. Louis

COUNTERSIGNED:

BY: _____
Comptroller,
City of St. Louis

APPROVED AS TO FORM:

ATTEST:

BY: _____
City Counselor,
City of St. Louis

BY: _____
Register
City of St. Louis

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this _____ day of _____, 2002 before me appeared Francis G. Slay, to me personally known, who being by me duly sworn, did say he is the Mayor of the City of St. Louis, a municipal corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation and that said instrument was signed and sealed on behalf of said corporation pursuant to Ordinance Number _____, approved _____, 2002.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my official seal the day and year above written.

Notary Public

My commission expires _____.

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this _____ day of _____, 2002 before me appeared Darlene Green, Comptroller, to me personally known, who being by me duly sworn, did say she is the Comptroller of the City of St. Louis, a municipal corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation and that said instrument was signed and sealed in behalf of said corporation pursuant to Ordinance Number _____, approved _____, 2002.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my official seal the day and year above written.

Notary Public

My commission expires _____.

GRANTEE:

ST. LOUIS AIR CARGO SERVICES, INC., A MISSOURI CORPORATION:

BY: _____ BY: _____
Name Name
Title Title

ATTEST:

BY: _____
Name
Title

STATE OF MISSOURI)
) SS.
CITY OF)

On this _____ day of _____, 2002 before me appeared _____ and _____, respectively being by me duly sworn did state that they are the _____ and the _____ of St. Louis Air Cargo Services, Inc., a Missouri corporation, and that they are authorized to execute this instrument on behalf of St. Louis Air Cargo Services, Inc. and acknowledge said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my official seal the day and year above written.

Notary Public

My commission expires _____.

See attached Exhibit A

Approved: August 5, 2002

ORDINANCE 65617 - EXHIBIT A

EXHIBIT "A"

65617

06/18/99

