

**BOARD BILL # 11                      INTRODUCED BY ALDERMAN STEPHEN CONWAY**

1            An ordinance recommended by the Airport Commission, the Board of Public Service, and  
2 the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the  
3 Comptroller of the City of St. Louis ("St. Louis") to enter into and execute on behalf of St. Louis an  
4 Agreement and Contract of Sale for the Exchange of Property ("Agreement") substantially in the  
5 form as set out in **ATTACHMENT "1"** to this Ordinance, which is attached hereto and  
6 incorporated herein, between St. Louis, the owner and operator of Lambert-St. Louis International  
7 Airport® ("Airport"), which is located in St. Louis County, Missouri, and NorthPark Partners, LLC,  
8 a Missouri corporation ("NorthPark"), providing for the sale and exchange of approximately 1.23  
9 acres of property owned by St. Louis and located in St. Louis County ("St. Louis Property"), which  
10 is more fully described in Section 1.A of the Agreement and Exhibit "A" thereto entitled "Legal  
11 Description of St. Louis Property", for approximately 1.23 acres of property owned by NorthPark  
12 and located in St. Louis County (the "NorthPark Property"), which is more fully described in  
13 Section 1.B of the Agreement and Exhibit "B" thereto entitled "Legal Description of NorthPark  
14 Property", subject to and in accordance with its provisions, and to the applicable rules and  
15 regulations of the Federal Aviation Administration ("FAA") and the applicable provision of the  
16 Airport's Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated  
17 October 15, 1984 as amended, and Restated on September 10, 1997 as amended; authorizing and  
18 directing the Mayor and the Comptroller of St. Louis to enter into and execute on behalf of St. Louis  
19 the quit claim deed substantially in the form as set out in Exhibit "E" to the Agreement entitled  
20 "Form of Quit Claim Deed for St. Louis Property", remising, releasing, conveying, and forever quit-  
21 claiming unto NorthPark, its successors in interest and assigns, the St. Louis Property subject to the  
22 easement and restrictive covenants as defined and provided for in said quit claim deed; authorizing

1 and directing the Mayor and the Comptroller of St. Louis to enter into and execute on behalf of St.  
2 Louis, a quit claim deed substantially in the form as set out in Exhibit “F” to the Agreement entitled  
3 “Form of Quit Claim Deed for NorthPark Property”, remising, releasing, conveying, and forever  
4 quit-claiming unto St. Louis its successors in interest and assigns, the NorthPark Property subject to  
5 its provisions; authorizing and directing the Mayor and the Comptroller of St. Louis to enter into  
6 and execute on behalf of St. Louis an “Easement Agreement”, substantially in the form as set out in  
7 Exhibit “C” to the Agreement entitled “Form of Utility Easement Agreement”, whereby NorthPark  
8 is granting to St. Louis a perpetual and exclusive easement under certain property owned by  
9 NorthPark and more fully described in the Easement Agreement for the purpose of installing,  
10 repairing and maintaining St. Louis’ glycol recovery lines, subject to the provisions of the Easement  
11 Agreement; authorizing and directing the President of the Board of Public Service and the Director  
12 of Airports to enter into and execute on behalf of St. Louis a “Temporary Use Permit”, substantially  
13 in the form as set out in Exhibit “D” to the Agreement entitled “Form of Temporary Use Permit”,  
14 between St. Louis and NorthPark, whereby St. Louis is granting to NorthPark a temporary right of  
15 access over the “Permit Area” (as defined and provided for in Section 3 and Exhibit D of the  
16 Agreement) for the purpose of making cuts and sloping of the property within the Permit Area,  
17 subject to the provisions of the Temporary Use Permit; conditioning the execution and delivery by  
18 St. Louis of the agreements, documents, and instruments contemplated in this Ordinance on the  
19 FAA’s prior written approval of: a) the sale and exchange of the St. Louis Property for the  
20 NorthPark Property and b) any other related matter required to be submitted to and approved by the  
21 FAA; authorizing the Mayor, the Comptroller, the Register, the City Counselor, the Director of  
22 Airports, and other appropriate officers, agents, and employees of St. Louis, with the advice of the  
23 Director of Airports, to enter into and execute on behalf of St. Louis and in St. Louis’ best interest

1 any attendant or related documents, agreements, permits, amendments, affidavits, certifications, or  
2 instruments deemed necessary to effectuate the terms set forth in the Agreement, and/or deemed  
3 necessary to preserve and protect St. Louis' interest, and/or to take such actions as may be necessary  
4 or appropriate in connection with the consummation of the transactions contemplated herein;  
5 providing that the provisions set forth in this Ordinance shall be applicable exclusively to the  
6 agreements, documents, permits, and instruments approved and/or authorized by this Ordinance;  
7 and containing a severability clause and an emergency clause.

8         **WHEREAS**, pursuant to certain ordinances of the City of St. Louis, Missouri ("St.  
9 Louis") approving the purchase of real estate required for noise abatement purposes and/or the  
10 development or improvement of Lambert-St. Louis International Airport® ("Airport"), and in  
11 accordance with any applicable rules and regulations under the Federal Aviation Regulation  
12 ("FAR") part 150 Noise Compatibility Program, the Federal Aviation Administration ("FAA")  
13 Airport Improvement Program ("AIP"), the Passenger Facility Charge ("PFC") Program, and/or  
14 any other applicable federal, state, or local laws and regulations, St. Louis, acting through the  
15 Airport Authority of St. Louis ("Airport Authority"), has acquired and St. Louis is the fee owner  
16 of approximately 1.23 acres of real property ("St. Louis Property") located in St. Louis County,  
17 Missouri and is more fully described in Section 1.A and EXHIBIT "A" to the Agreement and  
18 Contract of Sale for the Exchange of Property ("Agreement"), between St. Louis and NorthPark  
19 Partners, LLC ("NorthPark"), which is attached hereto as **ATTACHMENT "1"** and  
20 incorporated herein;

21         **WHEREAS**, pursuant to Section 809 of the Lambert-St. Louis International Airport®  
22 Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated October 15,  
23 1984 as amended, and restated on September 10, 1997 as amended, St. Louis may and hereby

1 determines that the St. Louis Property is not necessary or useful in the operation of the Airport  
2 and is not needed for further aviation purposes of the Airport and, therefore, St. Louis may  
3 dispose of, transfer, or exchange the St. Louis Property in order that it may be redeveloped for  
4 uses compatible with the Airport's operations;

5 **WHEREAS**, pursuant to the AIP, St. Louis may dispose of real property only upon a  
6 showing that such disposition is at a fair market value, and is in accordance with a land use plan  
7 and/or deed restrictions approved by the Federal Aviation Administration ("FAA") which permit  
8 only commercial or development uses of the St. Louis Property that are compatible with the  
9 operations of the Airport, due to Airport noise, over-flight patterns, and height restrictions; and

10 **WHEREAS**, the Board of Aldermen hereby determines that the terms of the Agreement  
11 are acceptable and that the execution, delivery and performance by St. Louis and NorthPark of  
12 their respective obligations under the Agreement are in the best interests of St. Louis and the  
13 Airport and promote the peace, health, safety, and welfare of its residents and the traveling  
14 public.

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

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

18 **SECTION TWO.** The Director of Airports and the Comptroller of the City of St. Louis  
19 ("St. Louis") are hereby authorized and directed to enter into and execute on behalf of St. Louis an  
20 Agreement and Contract of Sale for the Exchange of Property ("Agreement") substantially in the  
21 form as set out in **ATTACHMENT "1"** to this Ordinance, which is attached hereto and  
22 incorporated herein, between St. Louis, the owner and operator of Lambert-St. Louis International  
23 Airport® ("Airport"), which is located in St. Louis County, Missouri, and NorthPark Partners, LLC,

1 a Missouri corporation (“NorthPark”), providing for the sale and exchange of approximately 1.23  
2 acres of property owned by St. Louis and located in St. Louis County (“St. Louis Property”), which  
3 is more fully described in Section 1.A of the Agreement and Exhibit “A” thereto entitled “Legal  
4 Description of St. Louis Property”, for approximately 1.23 acres of property owned by NorthPark  
5 and located in St. Louis County (the “NorthPark Property”), which is more fully described in  
6 Section 1.B and Exhibit “B” of the Agreement entitled “Legal Description of NorthPark Property”,  
7 subject to and in accordance with its provisions, and to the applicable rules and regulations of the  
8 Federal Aviation Administration (“FAA”) and the applicable provision of the Airport’s Amended  
9 and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated October 15, 1984 as  
10 amended, and Restated on September 10, 1997 as amended;

11 **SECTION THREE.** The Mayor and the Comptroller of St. Louis are hereby authorized  
12 and directed to enter into and execute on behalf of St. Louis, subject to and in accordance with the  
13 terms of the Agreement, a quit claim deed substantially in the form as set out in Exhibit “E” to the  
14 Agreement entitled “Form of Quit Claim Deed for St. Louis Property”, remising, releasing,  
15 conveying, and forever quit-claiming unto NorthPark, its successors in interest and assigns, the St.  
16 Louis Property subject to the easement and restrictive covenants as defined and provided for in said  
17 quit claim deed.

18 **SECTION FOUR.** The Mayor and the Comptroller of St. Louis are hereby authorized  
19 and directed to enter into and execute on behalf of St. Louis, subject to and in accordance with the  
20 terms of the Agreement, a quit claim deed substantially in the form as set out in Exhibit “F” to the  
21 Agreement entitled “Form of Quit Claim Deed for NorthPark Property”, remising, releasing,  
22 conveying, and forever quit-claiming unto St. Louis, its successors in interest and assigns, the  
23 NorthPark Property subject to its provisions.

1           **SECTION FIVE.**     The Mayor and the Comptroller of St. Louis are hereby authorized  
2 and directed to enter into and execute on behalf of St. Louis in accordance with the terms of the  
3 Agreement an “Easement Agreement”, substantially in the form as set out in Exhibit “C” to the  
4 Agreement entitled “Form of Utility Easement Agreement”, whereby NorthPark is granting to St.  
5 Louis a perpetual and exclusive easement under certain property owned by NorthPark and more  
6 fully described in the Easement Agreement for the purpose of installing, repairing and maintaining  
7 St. Louis’ glycol recovery lines, subject to and in accordance with the provisions of the Easement  
8 Agreement.

9           **SECTION SIX.**    The President of the Board of Public Service and the Director of Airports  
10 are hereby authorized to enter into and execute on behalf of St. Louis, in accordance with the terms  
11 of the Agreement, a “Temporary Use Permit”, substantially in the form as set out in Exhibit “D” to  
12 the Agreement entitled “Form of Temporary Use Permit”, between St. Louis and NorthPark,  
13 whereby St. Louis is granting to NorthPark a temporary right of access over the “Permit Area” (as  
14 defined and provided for in Section 3 and Exhibit D of the Agreement) for the purpose of making  
15 cuts and sloping of the property within the Permit Area, subject to and in accordance with the  
16 provisions of the Temporary Use Permit.

17           **SECTION SEVEN.** The execution and delivery by St. Louis of the agreements,  
18 documents, and instruments contemplated in this Ordinance are hereby expressly conditioned on the  
19 FAA’s prior written approval of: a) the sale and exchange of the St. Louis Property for the  
20 NorthPark Property and b) any other related matter required to be submitted to and approved by the  
21 FAA.

22           **SECTION EIGHT.** The Mayor, the Comptroller, the Register, the City Counselor, the  
23 Director of Airports, and other appropriate officers, agents, and employees of St. Louis, with the

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

7 **SECTION NINE.** The terms, covenants, and conditions set forth in this Ordinance shall  
8 be applicable exclusively to the agreements, documents, permits and instruments approved or  
9 authorized by this Ordinance and shall not be applicable to any other existing or future agreements,  
10 documents, permits, or instruments unless specifically authorized by an ordinance enacted after the  
11 effective date of this Ordinance. All provisions of other ordinances of St. Louis which are in conflict  
12 with this Ordinance shall be of no force or effect as to the agreements, documents, permits, and  
13 instruments approved and/or authorized by this Ordinance.

14 **SECTION TEN.** The sections or provisions of this Ordinance or portions thereof shall be  
15 severable. In the event that any section or provision of this Ordinance or portion thereof is held  
16 invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining sections  
17 or provisions of this Ordinance unless the court finds the valid sections or provisions of this  
18 Ordinance are so essentially and inseparably connected with, and so dependent upon, the illegal,  
19 unconstitutional or ineffective section or provision that it cannot be presumed that the Board of  
20 Aldermen would have enacted the valid sections or provisions without the illegal, unconstitutional  
21 or ineffective sections or provisions; or unless the court finds that the valid sections or provisions,  
22 standing alone, are incomplete and incapable of being executed in accordance with the legislative  
23 intent.

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