

BOARD BILL # 148 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 ("Agreement") substantially in the form as set out in
5 **ATTACHMENT "1"** to this Ordinance, which is attached hereto and incorporated herein, between
6 St. Louis, the owner and operator of Lambert-St. Louis International Airport® ("Airport"), which is
7 located in St. Louis County, Missouri, and NorthPark Partners, LLC, a Missouri corporation
8 ("NorthPark"), providing for the sale of approximately 6.475 acres of property owned by St. Louis
9 and located in St. Louis County ("St. Louis Property"), which is more fully described in Section 1.A
10 of the Agreement and Exhibit "A" thereto entitled "Legal Description of St. Louis Property", for the
11 sum of Two Hundred Twenty Five Thousand Dollars (\$225,000), and providing for the purchase
12 of approximately 0.35 acres of property owned by NorthPark and located in St. Louis County (the
13 "NorthPark Property"), which is more fully described in Section 1.B of the Agreement and Exhibit
14 "B" thereto entitled "Legal Description of NorthPark Property", for the sum of Seventeen
15 Thousand Seven Hundred Dollars (\$17,700), subject to and in accordance with its provisions, and
16 to the applicable rules and regulations of the Federal Aviation Administration ("FAA") and the
17 applicable provision of the Airport's Amended and Restated Indenture of Trust between UMB
18 Bank, N.A., Trustee, dated October 15, 1984 as amended, and Restated on September 10, 1997 as
19 amended; authorizing and directing the Mayor and the Comptroller of St. Louis to enter into and
20 execute on behalf of St. Louis the quit claim deed substantially in the form as set out in Exhibit "D"
21 to the Agreement entitled "Form of Quit Claim Deed for St. Louis Property", remising, releasing,
22 conveying, and forever quit-claiming unto NorthPark, its successors in interest and assigns, the St.

1 Louis Property subject to the easement and restrictive covenants as defined and provided for in said
2 quit claim deed; authorizing and directing the Mayor and the Comptroller of St. Louis to enter into
3 and execute on behalf of St. Louis, a quit claim deed substantially in the form as set out in Exhibit
4 “E” to the Agreement entitled “Form of Quit Claim Deed for NorthPark Property”, remising,
5 releasing, conveying, and forever quit-claiming unto St. Louis, its successors in interest, and assigns
6 the NorthPark Property; authorizing and directing the Mayor and the Comptroller of St. Louis to
7 enter into and execute on behalf of St. Louis an “Easement Agreement”, substantially in the form as
8 set out in Exhibit “C” to the Agreement entitled “Form of Easement Agreement”, whereby St. Louis
9 is granting to NorthPark a non-exclusive easement on certain property owned by St. Louis and more
10 fully described in the Easement Agreement for the purpose of installing, maintaining, repairing and
11 operating a storm water detention basin management system or facility, subject to the provisions of
12 the Easement Agreement; authorizing the Mayor, the Comptroller, the Register, the City Counselor,
13 the Director of Airports, and other appropriate officers, agents, and employees of St. Louis, with the
14 advice of the Director of Airports, to enter into and execute on behalf of St. Louis and in St. Louis’
15 best interest any attendant or related documents, agreements, permits, amendments, affidavits,
16 certifications, or instruments deemed necessary to effectuate the terms set forth in the Agreement,
17 and/or deemed necessary to preserve and protect St. Louis’ interest, and/or to take such actions as
18 may be necessary or appropriate in connection with the consummation of the transactions
19 contemplated herein; providing that the provisions set forth in this Ordinance will be applicable
20 exclusively to the agreements, documents, permits, and instruments approved and/or authorized by
21 this Ordinance; and containing a severability clause and an emergency clause.

22 **WHEREAS**, pursuant to certain ordinances of the City of St. Louis, Missouri (“St.
23 Louis”) approving the purchase of real estate required for noise abatement purposes and/or the

1 development or improvement of Lambert-St. Louis International Airport® (“Airport”), and in
2 accordance with any applicable rules and regulations under the Federal Aviation Regulation
3 (“FAR”) part 150 Noise Compatibility Program, the Federal Aviation Administration (“FAA”)
4 Airport Improvement Program (“AIP”), the Passenger Facility Charge (“PFC”) Program, and/or
5 any other applicable federal, state, or local laws and regulations, St. Louis, acting through the
6 Airport Authority of St. Louis (“Airport Authority”), has acquired and St. Louis is the fee owner
7 of approximately 6.475 acres of real property (“St. Louis Property”) located in St. Louis County,
8 Missouri and is more fully described in Section 1.A and EXHIBIT “A” to the Agreement and
9 Contract of Sale (“Agreement”), between St. Louis and NorthPark Partners, LLC (“NorthPark”),
10 which is attached hereto as **ATTACHMENT “1”** and incorporated herein;

11 **WHEREAS**, pursuant to Section 809 of the Lambert-St. Louis International Airport®
12 Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated October 15,
13 1984 as amended, and restated on September 10, 1997 as amended, St. Louis may and hereby
14 determines that the St. Louis Property is not necessary or useful in the operation of the Airport
15 and is not needed for further aviation purposes of the Airport and, therefore, St. Louis may
16 dispose of, transfer, or exchange the St. Louis Property in order that it may be redeveloped for
17 uses compatible with the Airport’s operations;

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

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

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

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

9 **SECTION TWO.** The Director of Airports and the Comptroller of the City of St. Louis
10 ("St. Louis") are hereby authorized and directed to enter into and execute on behalf of St. Louis an
11 Agreement and Contract of Sale ("Agreement") substantially in the form as set out in
12 **ATTACHMENT "1"** to this Ordinance, which is attached hereto and incorporated herein, between
13 St. Louis, the owner and operator of Lambert-St. Louis International Airport® ("Airport"), which is
14 located in St. Louis County, Missouri, and NorthPark Partners, LLC, a Missouri corporation
15 ("NorthPark"), providing for the sale of approximately 6.475 acres of property owned by St. Louis
16 and located in St. Louis County ("St. Louis Property"), which is more fully described in Section 1.A
17 of the Agreement and Exhibit "A" thereto entitled "Legal Description of St. Louis Property", for
18 the sum of Two Hundred Twenty Five Thousand Dollars (\$225,000), and providing for the
19 purchase of approximately 0.35 acres of property owned by NorthPark and located in St. Louis
20 County (the "NorthPark Property") to St. Louis, which is more fully described in Section 1.B of the
21 Agreement and Exhibit "B" thereto entitled "Legal Description of NorthPark Property", for the sum
22 of Seventeen Thousand Seven Hundred Dollars (\$17,700), subject to and in accordance with its
23 provisions, and to the applicable rules and regulations of the Federal Aviation Administration

1 (“FAA”) and the applicable provision of the Airport’s Amended and Restated Indenture of Trust
2 between UMB Bank, N.A., Trustee, dated October 15, 1984 as amended, and Restated on
3 September 10, 1997 as amended;

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

11 **SECTION FOUR.** 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 NorthPark Property”, remising, releasing,
15 conveying, and forever quit-claiming unto St. Louis, its successors in interest and assigns, the
16 NorthPark Property.

17 **SECTION FIVE.** The Mayor and the Comptroller of St. Louis are hereby authorized
18 and directed to enter into and execute on behalf of St. Louis, subject to and in accordance with the
19 terms of the Agreement, an “Easement Agreement”, substantially in the form as set out in Exhibit
20 “C” to the Agreement entitled “Form of Easement Agreement”, whereby St. Louis is granting to
21 NorthPark a non-exclusive easement on certain property owned by St. Louis and more fully
22 described in the Easement Agreement for the purpose of installing, maintaining, repairing and

1 operating a storm water detention basin management system or facility, subject to and in
2 accordance with the provisions of the Easement Agreement.

3 **SECTION SIX.** The Mayor, the Comptroller, the Register, the City Counselor, the
4 Director of Airports, and other appropriate officers, agents, and employees of St. Louis, with the
5 advice of the Director of Airports, are hereby authorized to enter into and execute on behalf of St.
6 Louis and in St. Louis' best interest any attendant or related documents, agreements, permits,
7 amendments, affidavits, certifications, or instruments deemed necessary to effectuate the terms set
8 forth in the Agreement, and/or deemed necessary to preserve and protect St. Louis' interest, and/or
9 to take such actions as may be necessary or appropriate in connection with the consummation of the
10 transactions or agreements contemplated herein.

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

18 **SECTION EIGHT.** The sections or provisions of this Ordinance or portions thereof will
19 be severable. In the event that any section or provision of this Ordinance or portion thereof is held
20 invalid by a court of competent jurisdiction, such holding will not invalidate the remaining sections
21 or provisions of this Ordinance unless the court finds the valid sections or provisions of this
22 Ordinance are so essentially and inseparably connected with, and so dependent upon, the illegal,
23 unconstitutional or ineffective section or provision that it cannot be presumed that the Board of

1 Aldermen would have enacted the valid sections or provisions without the illegal, unconstitutional
2 or ineffective sections or provisions or unless the court finds that the valid sections or provisions,
3 standing alone, are incomplete and incapable of being executed in accordance with the legislative
4 intent.

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