

LICENSE FOR ARRESTING GEAR

ON LAMBERT ST. LOUIS INTERNATIONAL AIRPORT

SCANNED
MAY 22 2003

225652

Two new arresting system installations located as follows; to wit:

(1) Starting at a point on the centerline of the 12R end of runway 12R-30L, 10,018 feet long, thence proceeding parallel to the runway S $57^{\circ}47'26''$ E a distance of 1090 feet to a point beginning of the license, thence perpendicular to the runway at a bearing of N $32^{\circ}12'34''$ E 250 feet, thence S $57^{\circ}47'26''$ E a distance of 100 feet, thence S $32^{\circ}12'34''$ W a distance of 500 feet, thence N $57^{\circ}47'26''$ W a distance of 100 feet, thence N $32^{\circ}12'34''$ E a distance of 250 feet to the point of beginning.

(2) Starting at a point on the centerline of the 06 end of runway 6-24, 7600 feet long, thence proceeding parallel to the runway N $62^{\circ}49'54''$ E a distance of 1450 feet to the point of beginning of the license; thence perpendicular to the runway, N $27^{\circ}10'6''$ W a distance of 250 feet, thence N $62^{\circ}49'54''$ E a distance of 100 feet, thence S $27^{\circ}10'6''$ E a distance of 615 feet, thence S $62^{\circ}49'54''$ W a distance of 100 feet, thence N $27^{\circ}10'6''$ W a distance of 365 feet to the point of beginning.

Also, two existing arresting system installations located as follows, to-wit:

(1) Starting at a point on the centerline of 30L end of runway 12R-30L, 10,018 feet long. Thence proceeding parallel to the runway N $57^{\circ}47'26''$ W a distance of 550 feet to the point of beginning of the license, thence perpendicular to the runway S $32^{\circ}12'34''$ W a distance of

EXHIBIT "B"

400 feet, thence N $57^{\circ}47'26''$ W a distance of 100 feet, thence N $32^{\circ}12'34''$ E a distance of 650 feet thence S $57^{\circ}47'26''$ E a distance of 100 feet, thence S $32^{\circ}12'34''$ W a distance of 250 feet to the point of beginning.

(2) Starting at a point on the centerline of the 24 end of runway 6-24, 7600 feet long, thence proceeding parallel to the runway S $62^{\circ}49'54''$ W a distance of 570 feet to the point of beginning of the license; thence perpendicular to the runway S $27^{\circ}10'6''$ E a distance of 250 feet; thence S $62^{\circ}49'54''$ W a distance of 100 feet, thence N $27^{\circ}10'6''$ W a distance of 650 feet, thence N $62^{\circ}49'54''$ E a distance of 100 feet, thence S $27^{\circ}10'6''$ E a distance of 400 feet to the point of beginning.

DEPARTMENT OF THE ARMY

LICENSE FOR INSTALLATIONS UPON RIGHT-OF-WAY

THIS AGREEMENT, made this 5th day of April 1973, by and between the City of St. Louis, Missouri, a duly incorporated city under the laws of the State of Missouri, hereinafter called the "Licensor," and the UNITED STATES OF AMERICA, hereinafter called the "Government."

THAT, for and in consideration of the mutual covenants, promises and agreements herein made, the Licensor hereby grants to the Government a license to construct, operate, maintain, renew and remove two BAK-12 modified arresting systems to replace two existing systems, and retain location of two other existing systems along, across, beneath, and over the right-of-way and property of the Licensor at the locations hereinafter described; the operation and maintenance of all said systems to be in accordance with the provisions of the Letter of Agreement (Revised), Operational Agreement for Arresting Gear, Lambert-St. Louis International Airport, St. Louis, Missouri, dated 1 April 1973, a copy of which is attached hereto as Exhibit A and by reference made a part hereof, and which said locations are described as follows, to-wit: Lambert-St. Louis International Airport, St. Louis, Missouri, particularly described in Exhibit B, pages 1 and 2, and Exhibit C, both of which said exhibits are attached hereto and by reference made a part hereof as fully and completely as if herein set forth at length, together with the additional and existing supplementary power lines and control signal wiring as shown on Sheet 2 of 2, Drawing PE-1113 (McDonnell Douglas Corporation), attached hereto as

Exhibit C, in the County of St. Louis, State of Missouri, as shown on the attached map marked Exhibit C, for use in connection with a Department of the Air Force establishment known as Air Force Plant #84, St. Louis, Missouri, and upon the following terms provisions, and conditions:

1. All installations placed upon said right-of-way by the Government shall be and remain the property of the Government and may be removed therefrom by the Government at any time.
2. The construction, operation and maintenance, renewal, and removal of the said installation shall be accomplished by the Government at its sole cost and expense and in such manner as will at all times enable the Licensor to use the surface of the right-of-way.
3. In the event of any future alterations of the property of the Licensor or of the line or grade of the right-of-way necessitating changes in said installations, the Government will make such changes in its installations as may be necessary in connection with such alterations.
4. The Licensor shall not be liable for damages to property or injuries to persons arising from the construction, operation, maintenance, renewal, or removal of said installations by the Government.
5. This agreement, with the rights and privileges granted herein, shall be subject to cancellation or termination only by mutual agreement of the parties, or in the event the terms and conditions hereof are not fulfilled, or in the event the Government abandons the use of the premises for the purposes granted. In either of the latter two events, cancellation

may be effected by either party hereto upon thirty (30) days written notice to the other; and upon expiration of the said thirty (30) days after service of such notice, this agreement and the rights and privileges hereby granted, as well as the obligations hereby imposed upon the parties, shall absolutely cease and terminate.

6. The Government covenants and agrees, that, on or before the termination of this license, it will remove said installations and the appurtenances connected therewith from the premises of the Licensor and restore said premises in accordance with specifications provided by the Federal Aviation Agency or as mutually agreed upon between the parties hereto, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control excepted.

7. All expenditures to be made by the Government under the provisions of this agreement shall be subject to appropriations being available for the purpose.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives as of the day and the year first above written.

APPROVED:

FOR THE UNITED STATES AIR FORCE

By Daniel Andre
Daniel Andre
Colonel, U.S.A.F.
AFFRO, McDonnell Douglas Corp.

FOR MCDONNELL DOUGLAS CORPORATION

By R. D. Singleton
R. D. Singleton
Director, Plant Engineering
McDonnell Douglas Corporation

FOR THE CITY OF ST. LOUIS, MISSOURI

By David E. Leigh
David E. Leigh
Acting Director
St. Louis Airport Authority

FOR THE UNITED STATES OF AMERICA

By Gilbert P. Mullen
Gilbert P. Mullen
Chief, Real Estate Division
Kansas City District, Corps of
Engineers

LETTER OF AGREEMENT (REVISED)

OPERATIONAL AGREEMENT FOR ARRESTING GEAR, LAMBERT - ST. LOUIS
INTERNATIONAL AIRPORT, ST. LOUIS, MISSOURI

1 The following operational agreement is entered into by or on behalf
2 of the Federal Aviation Administration, McDonnell-Douglas Corporation
3 (herein after known as McDonnell), the 131st Tactical Fighter Wing of
4 the Missouri Air National Guard, U. S. Air Force Plant Representative,
5 McDonnell-Douglas Corporation, St. Louis, Missouri and the City of
6 St. Louis for the operation and use of arresting gear equipment
7 installed on runways 12R/30L and 6/24 at Lambert-St. Louis International
8 Airport.

9 1. General:

10 a. McDonnell has installed aircraft arresting gear upon runways
11 12R/30L and 6/24 at the Lambert-St. Louis International
12 Airport with remote control equipment in the Airport Traffic
13 Control Tower. Detailed descriptions and operational functions
14 of the arresting gear installed on runways 30L and 24 are
15 contained in McDonnell Report Number 4103 dated 9 May 1955,
16 the gear on runway 12R and 06 are contained in MDC drawings
17 P.E. 9866 (C-1-2-3) dated 12 January 1972.

18 b. Other than for testing purposes, this equipment will be used
19 only for emergencies being experienced by pilots of military
20 aircraft and aircraft under the jurisdiction of McDonnell.

21 c. The Federal Aviation Administration agrees to operate the
22 aforesaid remote control equipment in the Airport Traffic
23 Control Tower in accordance with the procedures set forth
24 in this Letter of Agreement.

- 25 d. McDonnell covenants and agrees to indemnify and save harmless
26 the UNITED STATES OF AMERICA to the extent that it may be acting
27 by and through the Federal Aviation Administration, and the
28 agents, employees, or designees of said agency, against any and
29 all loss, damage, costs and expenses which it or they may here-
30 after incur, suffer, or pay by reason of its or their negligence
31 in the operation of the said aircraft arresting gear; provided,
32 however, that the foregoing shall not be applicable to any incident
33 arising in connection with the operation of the equipment
34 by the Federal Aviation Administration personnel for aircraft
35 other than aircraft operated by McDonnell, its agents, and
36 employees.
- 37 e. McDonnell covenants and agrees that it shall undertake the
38 proper functioning of the said arresting gear and remote control
39 equipment and shall promptly perform all maintenance and repairs
40 required thereto.
- 41 f. It is mutually agreed by McDonnell and the Federal Aviation
42 Administration for and on behalf of the UNITED STATES OF AMERICA,
43 that this Agreement shall not serve to grant or confer upon
44 McDonnell any control of supervision over any employee, agent,
45 or designee of the agency or over the operation and management
46 of the St. Louis Airport Traffic Control Tower.
- 47 g. It is further mutually agreed that this agreement and the said
48 Letter of Agreement may be terminated by either McDonnell or the
49 Federal Aviation Administration by notice thereof in writing or
50 otherwise by mutual agreement.

51 2. Procedures:

- 52 a. No aircraft shall be cleared for takeoff when the arresting
53 gear is in the raised position on the runway to be used.
- 54 b. Upon specific radio request from the pilot of the aircraft
55 concerned (or from McDonnell Flight Operations or Missouri
56 Air National Guard Mobile Control Officer when McDonnell or
57 National Guard aircraft are concerned), the arresting gear
58 will be activated for the appropriate runway by Control Tower
59 personnel through use of the control panels located in the
60 Tower. In case of conflicting desires or instructions between
61 the pilot and his respective operations agency, the final authority
62 or decision shall rest with the pilot.
- 63 c. Pilot phraseologies shall be as follows for raising the arresting
64 gear:
- 65 (1) "REQUEST - CABLE - CABLE - CABLE
- 66 (2) "RAISE CABLE, RUNWAY (number)." NOTE: Normally,
67 only the cable at the far end of the runway will
68 be raised unless otherwise requested by the pilot through
69 use of the following phraseologies:
- 70 (3) "RAISE CABLE (APPROACH END, BOTH ENDS, or ALL
71 RUNWAYS)."
- 72 d. After the control panels in the Tower indicate that the appro-
73 priate arresting gear has been activated, control tower personnel
74 shall confirm to the pilot and the emergency equipment personnel
75 which cable/cables have been raised by using the following

76 phraseology: "CABLE INDICATES RAISED, (FAR END,
77 APPROACH END, BOTH ENDS, ON ALL RUNWAYS) RUNWAY (number)."

78 e. Control Tower personnel will alert the appropriate emergency
79 equipment when arresting gear use is requested. The airport
80 emergency equipment attends all emergencies. The McDonnell
81 emergency equipment will normally attend only those emergencies
82 concerning McDonnell-built or owned aircraft. In addition,
83 McDonnell Flight Operations shall be immediately advised for
84 other than McDonnell aircraft.

85 f. Control Tower personnel shall notify McDonnell Flight Operations
86 immediately of any improper operation of the control lights,
87 proper light indications are as shown below:

88 (1) The green (cable down), white (air pressure),
89 yellow (lower) and blue (raise) light should be on at all
90 times when the cable is down.

91 (2) The red light should be on when the cable is completely
92 raised.

93 g. Under no circumstances will the arresting gear be raised for
94 civil and/or commercial aircraft.

95 3. Each agency participating in this agreement shall ensure that the
96 pilots and appropriate personnel under its jurisdiction are properly
97 indoctrinated in the characteristics, operation and use of the
98 arresting gear.

99 4. Recissions:


100 a. This Operations Agreement cancels and supersedes the following
101 agreements:

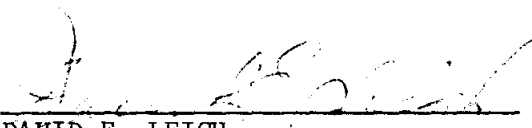
102 (1) Operational Agreement for Arresting Gear, Lambert-
103 St. Louis International Airport, St. Louis, Missouri
104 dated 22 November 1971.

105 5. Dated this 1st day of April 1973.


106 For McDonnell-Douglas Corporation:


For the City of St. Louis:

107 
108
109 R. D. SINGLETON
110 Director, Plant Engineering
McDonnell-Douglas Corporation


DAVID E. LEIGH
Acting Director
St. Louis Airport Authority

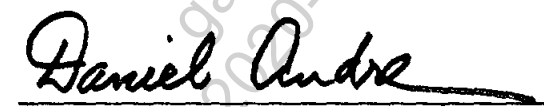
111 For the 131st Tactical Fighter
112 Group, Mo. Air National Guard:

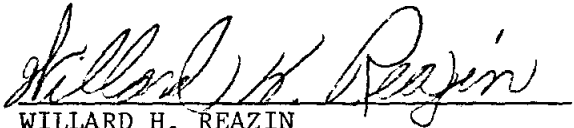
113 
114 COLONEL WILLIAM W. CANNON
115 Missouri Air National Guard


HENRY J. BROMSCHWIG
Airport Manager, Lambert-
St. Louis International Airport

117 For the United States Air Force:

For the Federal Aviation
Administration:

118 
119 DANIEL ANDRE
120 Colonel, USAF
121 AFPRO, McDonnell-Douglas Corp.


WILLARD H. REAZIN
Chief, St. Louis Airport Traffic
Control Tower

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