

ORDINANCE #66150
Board Bill No. 364

An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute, upon receipt of and in consideration of the sum of Two Hundred Ten Thousand Four Hundred Eighty Dollars (\$210,480.00) and other good and valuable consideration, a Quit Claim Deed to remise, release and forever quit-claim unto Metropolitan Park and Recreation District certain City-owned property located in Out Lot 121, which property is known as 10800 and 10800R Riverview Drive, containing 8.053 acres, more or less, and containing an emergency clause.

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

SECTION ONE. The Mayor and Comptroller are hereby authorized and directed to execute, upon receipt of and in consideration of the sum of Two Hundred Ten Thousand Four Hundred Eighty Dollars (\$210,480.00) and other good and valuable consideration, a Quit Claim Deed, attached hereto as Exhibit A, to remise, release and forever quit-claim unto Metropolitan Park and Recreation District certain City-owned property located in Out Lot 121, which property is known as 10800 and 10800R Riverview Drive, containing 8.053 acres, more or less, and which is more fully described in said Exhibit A.

SECTION TWO. Emergency Clause. This ordinance, being necessary for the immediate preservation of public peace, health, safety, and general welfare, shall be and is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and, as such, this ordinance shall take effect immediately upon its passage and approval by the Mayor.

Exhibit A

QUIT CLAIM DEED

THIS DEED, made and entered into this ____ day of _____, 2004, by and between the City of Saint Louis, a municipal corporation of the State of Missouri, 1200 Market Street, St. Louis, Missouri 63103, (Grantor), and Metropolitan Park and Recreation District, a political subdivision of the State of Missouri, whose address is 1000 St. Louis Union Station Grand Central Building, Suite 102, St. Louis, Missouri 63103, (Grantee).

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) to it paid by the said Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents Remise, Release, and Quit-Claim unto the said Grantee, the following described Real Estate, situated in the City of Saint Louis and State of Missouri, to-wit:

See Exhibit A attached hereto and incorporated into this deed.

Subject to restrictions, covenants, and easements of record.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to its heirs and assigns, so that neither the said Grantor, nor its heirs, nor any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor and Grantee have executed these presents the day and year first above written.

THE CITY OF SAINT LOUIS
(Grantor)

METROPOLITAN PARK AND RECREATION DISTRICT
(Grantee)

BY: _____
Francis G. Slay
Mayor

By: _____
David L. Fisher
Executive Director

BY: _____
Darlene Green
Comptroller

Approved as to form:

City Counselor

Attest:

Parrie L. May
City Register

State of Missouri)
) ss.
City of St. Louis)

On this ____ day of _____, 2004, before me appeared Francis G. Slay and Darlene Green to me personally known, who being by me duly sworn did say that they are the Mayor and the Comptroller of the City of Saint Louis, respectively, and that they are authorized to execute this Quit-Claim Deed on behalf of the City of Saint Louis under the authority of Ordinance _____ and acknowledge said instrument to be the free act and deed of the City of Saint Louis.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Notary Public

State of Missouri)
) ss.
City of St. Louis)

On this ____ day of _____, 2004, before me appeared David L. Fisher, to me personally known, who being by me duly sworn did say that he is the Executive Director of Metropolitan Park And Recreation District, and that he is authorized to execute this Quit-Claim Deed on behalf of said Metropolitan Park And Recreation District under the authority of its board of directors, and acknowledged that he executed said instrument as the free act and deed of said Metropolitan Park And Recreation District.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Notary Public

EXHIBIT A

PARCEL 1. A TRACT OF LAND IN U.S. SURVEY 114 AND IN OUTLOT 121 OF THE CITY OF ST. LOUIS, MISSOURI, AND BEING PART OF LOT 6 OF THE SUBDIVISION OF THE ESTATE OF BENJAMIN F. WATKINS AS RECORDED IN BOOK 9, PAGE 37 OF THE CITY OF ST. LOUIS, MISSOURI RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWED:

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE EASTERN RIGHT-OF-WAY LINE OF RIVERVIEW DRIVE 80'W WITH THE SOUTHERN LINE OF SAID U.S. SURVEY 114; THENCE LEAVING SAID RIGHT-OF-WAY LINE ALONG THE SOUTHERN LINE OF SAID U.S. SURVEY 114, SOUTH 83°01' 36" EAST, A DISTANCE OF 565.00 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE LEAVING SAID SOUTHERN LINE OF U.S. SURVEY 114 ALONG THE WESTERN LINE OF PROPERTY NOW OR FORMERLY OF THE CITY OF ST. LOUIS AS RECORDED IN BOOK 5258, PAGE 41 OF THE CITY OF ST. LOUIS MISSOURI RECORDS, NORTH 06°58' 24" EAST, A DISTANCE OF 702.32 FEET TO A POINT IN THE NORTHERN LINE OF LOT 6 OF SAID SUBDIVISION OF WATKINS; THENCE ALONG SAID NORTHERN LINE OF LOT 6 SOUTH 83°02'

31" EAST; A DISTANCE OF 421.30 FEET TO A POINT ON THE WESTERN BANK OF THE MISSISSIPPI RIVER; THENCE ALONG THE WESTERN BANK OF SAID RIVER SOUTH 19°54' 21" WEST, A DISTANCE OF 720.71 FEET TO A POINT ON THE SOUTHERN LINE OF THE FOREMENTIONED U.S. SURVEY 114; THENCE ALONG SAID SOUTHERN LINE OF U.S. SURVEY 114 NORTH 83°01' 36" WEST, A DISTANCE OF 260.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 239,300 SQUARE FEET OR 5.493 ACRES, MORE OR LESS. PARCEL ID 9121-00-02500

PARCEL 2. A TRACT OF LAND IN U.S. SURVEY 114 AND IN OUTLOT 121 OF THE CITY OF ST. LOUIS, MISSOURI, AND BEING PART OF LOT 6 OF THE SUBDIVISION OF THE ESTATE OF BENJAMIN F. WATKINS AS RECORDED IN BOOK 9, PAGE 37 OF THE CITY OF ST. LOUIS, MISSOURI RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWED:

BEGINNING AT A POINT MARKING THE INTERSECTION OF THE EASTERN RIGHT-OF-WAY LINE OF RIVERVIEW DRIVE (80' WIDE) WITH THE SOUTHERN LINE OF SAID U.S. SURVEY 114; THENCE LEAVING SAID U.S. SURVEY LINE ALONG THE EASTERN LINE OF SAID RIVERVIEW DRIVE THE FOLLOWING COURSES: NORTH 15°00' 26" EAST, A DISTANCE OF 11.58 FEET TO A POINT; THENCE SOUTH 74°59' 32" EAST, A DISTANCE OF 30.00 FEET TO A POINT; THENCE NORTH 21°37' 42" EAST, A DISTANCE OF 253.21 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY LINE ALONG THE NORTHERN LINE OF WILLIAM J. KOMAN, AS RECORDED IN BOOK 837M, PAGE 635 CITY OF ST. LOUIS RECORDS, SOUTH 74°59' 31" EAST, A DISTANCE OF 474.27 FEET TO A POINT IN THE WESTERN LINE OF CITY OF ST. LOUIS PROPERTY, AS RECORDED IN BOOK 169M, PAGE 319, OF SAID CITY OF ST. LOUIS RECORDS; THENCE ALONG THE WESTERN LINE OF SAID CITY PROPERTY SOUTH 06°58' 24" WEST, A DISTANCE OF 185.96 FEET TO A POINT ON THE SOUTHERN LINE OF SAID U.S. SURVEY 114; THENCE ALONG SAID SOUTHERN LINE NORTH 83°01' 36" WEST, A DISTANCE OF 565.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 111,500 SQUARE FEET OR 2.560 ACRES, MORE OR LESS. PARCEL ID 9121-00-00100

Exhibit B

**CONTRACT FOR SALE
OF REAL ESTATE**

This Contract is made and entered into this ____ day of _____, 2004, by and between the City of St. Louis, Missouri, a municipal corporation of the State of Missouri, 1200 Market Street, Saint Louis, Missouri, 63103, referred to as Seller, and Metropolitan Park and Recreation District, a political subdivision of the State of Missouri, 1000 St. Louis Union Station Grand Central Building, Suite 102, St. Louis, Missouri 63103, hereinafter referred to as Buyer.

In consideration of the covenant and agreements of the respective parties, as hereinafter set forth, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and take from Seller, the real property situated in the City of St. Louis, State of Missouri, known as 10800 and 10800R Riverview Drive, containing 8.053 acres, more or less, and further described as:

See Attached Exhibit A

together with all improvements and appurtenances thereto, and all right, title and interest of Seller in and to all of said property (hereinafter collectively referred to as the "Real Estate"). Title shall be marketable in fact and Seller shall convey marketable title by quit claim deed, which quit claim deed shall be in form satisfactory to and approved by the City Counselor of the City of Saint Louis. Seller warrants that any personal property included in this contract, and all improvements placed on the Real Estate, shall be conveyed free of any encumbrances.

The following terms, provisions, and conditions are further agreed to:

1. Purchase Price.

The purchase price of the Real Estate is Two Hundred Ten Thousand Four Hundred Eighty Dollars (\$210,480.00) subject to the provisions contained herein. At closing, Buyer shall wire transfer the purchase price or shall tender a Cashier's Check for the full purchase amount.

2. Contingencies.

Buyer represents that its performance hereunder and its satisfaction of the terms hereof is contingent only upon the specific terms of this Contract for Sale of Real Estate, itself, and that Buyer's performance hereunder and purchase of the Real Estate shall not be conditioned upon satisfaction of financing, inspection, or other contingencies unless same are designated elsewhere in this Contract.

3. Conveyance of Title.

Conveyance shall be by quit claim deed. Seller shall tender to Buyer fee simple title to the Real Estate by quit claim deed, in form approved by the City of St. Louis, City Counselor's Office. Buyer to pay all closing, title insurance and recording fees.

4. Taxes.

Seller warrants that there are no outstanding real estate taxes or liens of any kind levied against the Real Estate.

5. Liens.

Seller shall not allow any liens, attachments, or other encumbrances to be filed against said Real Estate during the period of time following the execution of this contract and prior to closing of this contract.

6. Personal Property.

All Seller personal property must be removed by a date mutually agreed upon by both parties.

7. Possession.

Seller shall retain possession of the Real Estate until closing. From and forever after closing, Buyer shall be entitled to possession.

8. Closing.

Delivery of the quit claim deed conveying title shall be concurrent with Buyer's payment of the purchase price set forth herein. The sale under this contract shall be closed at a place, date and time mutually agreed upon by both parties. Title will pass when sale is closed.

9. Broker.

The parties hereto hereby agree that Buyer and Seller shall not be liable for the payment of any fees incurred by the other party for services to any broker or agent.

10. Entire Agreement.

This instrument contains the entire agreement between Buyer and Seller and may not be changed or terminated orally. Stipulations and covenants herein are to apply to and bind the successors and assigns of the respective parties hereto, and shall survive the closing.

11. Time of Essence.

Time shall be of the essence in the performance of each and every obligation and undertaking by the parties in this Agreement.

12. Missouri Law Governs.

This contract shall be interpreted and governed in accordance with the laws of the State of Missouri.

Disclosure.

Buyer acknowledges disclosure by Seller that the Real Estate includes in part a solid waste disposal area that was closed pursuant to Title 10, 80-2.030(2) of the Code of State Regulations of Missouri, and that a Statement of Closure was recorded in Plat Book 82, Page 29 of the City of St. Louis, Missouri Records.

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IN WITNESS WHEREOF, the Seller and Buyer have duly signed this Agreement on the date first written above.

METROPOLITAN PARK
AND RECREATION DISTRICT

CITY OF SAINT LOUIS

By: _____
David L. Fisher
Executive Director
(Buyer)

By: _____
Darlene Green
Comptroller
(Seller)

Approved as to form:

Thomas J. Ray
Deputy City Counselor

Attest:

Parrie L. May
City Register

(There are exhibits attached to this document)

Approved: February 9, 2004