

ORDINANCE #68857
Board Bill No. 273
Committee Substitute

An Ordinance amending Ordinance Numbers 65857 and 66431 and 67059 and 68429 and 68532 and 68533 and 68755 pertaining to the Grand Center Redevelopment Area approving a Tax Increment Financing Redevelopment Agreement for the Grand Center Redevelopment Area; approving a seventh Amendment to the Redevelopment Agreement contained in Exhibit A to such Ordinances; prescribing other matters and making findings with respect thereto; modifying the terms and timing of the sale and purchase of the property at 634 N. Grand in accordance with a certain Contract and Sale of Real Estate; approving the Contract for the Sale of Real Estate; authorizing certain actions by City officials; and containing a severability clause and an emergency clause.

WHEREAS, the City of St. Louis, Missouri (the "City"), is a body corporate and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of its charter, the Constitution and laws of the State of Missouri; and

WHEREAS, pursuant to Ordinance No. 65703 approved November 15, 2002, the Board of Aldermen did approve a Redevelopment Plan dated August 2, 2002, as amended (the "Redevelopment Plan") for the Grand Center Redevelopment Area (the "Redevelopment Area") which provides for development of: (a) District Theaters, Museums and Arena Redevelopment Projects; (b) District Parking Redevelopment Projects; (c) District Green Space and Public Improvement Redevelopment Projects; (d) District Education and Housing Redevelopment Projects; (e) District Historic Rehabilitation Redevelopment Projects; and (f) District Retail and Mixed Use Redevelopment Projects (the entire proposal for redevelopment as described in the Redevelopment Plan being hereinafter referred to as a series of "Redevelopment Projects"); and

WHEREAS, the City's Board of Aldermen did duly consider and adopt Ordinance No. 65857 on February 25, 2003 authorizing execution of a redevelopment agreement by and between the City and Grand Center, Inc. ("Developer"), and the City did, pursuant to said ordinance, enter into a Redevelopment Agreement dated April 24, 2003 with the Developer (the "Redevelopment Agreement") in order to implement the Redevelopment Plan and the Redevelopment Projects therein; and

WHEREAS, as implementation of the Redevelopment Plan and the Redevelopment Agreement progressed, it became evident that certain changes were required, and the Developer requested certain amendments to the Redevelopment Agreement and the City's Board of Alderman did duly consider and adopt Ordinance No. 66431 in July, 2004 authorizing execution of an Amendment to the Redevelopment Agreement (the "First Amendment") and did duly consider and adopt Ordinance No. 67059 in March, 2006 authorizing execution of a second Amendment to the Redevelopment Agreement (the "Second Amendment") and did duly consider and adopt Ordinance No. 68429 in July, 2009 authorizing execution of a third Amendment to the Redevelopment Agreement (the "Third Amendment") and did duly consider and adopt Ordinance No. 68532 in December, 2009 authorizing execution of a fourth Amendment to the Redevelopment Agreement (the "Fourth Amendment") and did duly consider and adopt Ordinance No. 68533 in December, 2009 authorizing a fifth Amendment to the Redevelopment Agreement (the "Fifth Amendment") and did duly consider and adopt Ordinance No. 68755 in October, 2010 authorizing a sixth Amendment to the Redevelopment Agreement (the "Sixth Amendment") by and between the City and the Developer; and

WHEREAS, as implementation of the Redevelopment Plan and the Redevelopment Agreement (as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Sixth Amendment) has continued to progress; and

WHEREAS, certain Redevelopment Projects can be completed with lower TIF Allocation amounts and certain other Redevelopment Projects cannot be completed without TIF Allocation amounts; and

WHEREAS, Section 2.D.(ii)(b) of the Redevelopment Agreement relating to the City providing Developer with a \$500,000 non-interest bearing note is no longer necessary; and

WHEREAS, in exchange for the further consideration of the City's request for the Industrial Development Authority of the City of St. Louis to issue its TIF Bonds as set forth in Ordinance No. ____ [Board Bill No. 274], certain terms concerning the sale of the property at 634 N. Grand need to be modified in connection with the proposed ultimate redevelopment of said property; and

WHEREAS, Section 2.H.(iv) of the Redevelopment Agreement relating to Issuance Costs incurred by the City has been determined to be obsolete and requires modification; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Seventh Amendment to the Redevelopment Agreement attached as Exhibit A hereto (the "Seventh Amendment") are acceptable and that the execution, delivery and performance by the City and the Developer of their respective obligations under the Redevelopment Agreement, as amended, are in the best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the Act and the Redevelopment Plan; and

WHEREAS, the Board of Aldermen hereby determines, in exchange for the further consideration of the City's request for the Industrial Development Authority of the City of St. Louis to issue its TIF Bonds as set forth in Ordinance No. _____ [Board Bill No. 274], that modifying terms of the sale of the property at 634 N. Grand from City to Developer in accordance with a certain Contract for Sale of Real Estate attached at Exhibit B is in the best interest of the City.

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

SECTION ONE. The Redevelopment Agreement contained in Exhibit A to Ordinance 66857, the First Amendment contained in Exhibit A to Ordinance 66431, the Second Amendment contained in Exhibit A of Ordinance 67059, the Third Amendment contained in Exhibit A of Ordinance 68427, the Fourth Amendment contained in Exhibit A of Ordinance 68532, the Fifth Amendment contained in Exhibit A to Ordinance 68533, and the Sixth Amendment contained in Exhibit A of Ordinance 68755 are hereby ratified and approved. The Seventh Amendment, attached hereto as Exhibit A, is hereby approved and the Redevelopment Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment and all exhibits attached thereto and all Redevelopment Projects set forth therein are hereby deemed amended in accordance with the Seventh Amendment.

SECTION TWO. In exchange for the further consideration of the City's request for the Industrial Development Authority of the City of St. Louis to issue its TIF Bonds as set forth in Ordinance No. _____ [Board Bill No. 274], the Contract for Sale of Real Estate attached hereto as Exhibit B, is hereby approved.

SECTION THREE. The Mayor and Comptroller of the City and all other officers, agents, representatives and employees of the City are hereby authorized to take any and all actions as may be deemed necessary, desirable, convenient or proper to carry out and comply with the intent of this Ordinance with regard to the implementation of the Redevelopment Plan, the Redevelopment Agreement and the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, and the Seventh Amendment and to execute and deliver for and on behalf of the City all certificates, instruments or other documents as may be necessary, desirable, convenient or proper to carry out the matters herein authorized.

SECTION FOUR. The Mayor and the Comptroller or their designated representatives are hereby further authorized and directed to make any changes to the documents and instruments approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary, desirable, convenient or proper in order to carry out the matters herein authorized.

SECTION FIVE. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION SIX. This being an ordinance involving the sale, rehabilitation and financing of property and necessary for the immediate preservation of the public peace, health and safety, it is declared to be an emergency measure as defined by Article IV, Sections 19 and 20 of the Charter of the City of St. Louis and shall take effect and be in force from and after its adoption and approval by the Mayor.

EXHIBIT A

1. Section 2.D.(ii)(b), pertaining to that certain non interest-bearing City Note in the amount of \$500,000, is hereby deleted.
2. Section 2.H.(iv) of the Redevelopment Agreement shall be deleted and a new Section 2.H.(iv) shall be inserted,

as follows:

“The Developer shall, concurrently with the issuance of any TIF Notes, TIF Bonds, or other Obligations issued by the City or its related agencies, pay the City a flat fee to be reasonably determined by the City Comptroller in her sole discretion at the time of the issuance to pay for the City’s Issuance Costs.”

3. The existing Exhibit D-1 and Exhibit D-2 to the Redevelopment Agreement and First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment approved in Exhibit A to Ordinance 65857, Ordinance 66431, Ordinance 67059, Ordinance 65875, Ordinance 68532, Ordinance 68533 and Ordinance 68755 shall be deleted and a new Exhibit D-1 and Exhibit D-2 shall be inserted as follows:

**EXHIBIT D-1 (to Redevelopment Agreement)
 PHASE I REDEVELOPMENT PROJECTS
 Allocable Amount of TIF Obligations**

Series A Notes

1. SLU Arena	\$ 8,000,000 (not to exceed when added to related Series B Notes and amount on deposit in the SLU EATs account and any amount that is to be covered upon refinancing due to a change in interest rates)
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Series B Notes

1. SLU Arena	\$ 1,865,000
2. Woolworth’s	\$ 1,850,000
3. District Expenses and Reimbursements	\$ 750,000
4. P.W. Shoe Lofts (residential/retail)	\$ 650,000
5. Sweetie Pie’s Restaurant & Banquet Center	\$ 600,000
6. Metropolitan Building	\$ 1,100,000
7. 634 N. Grand	\$ 3,200,000
8. Medinah	\$ 3,000,000
9. Humboldt	\$ 1,175,000
10. Beaux Arts Building	\$ 1,500,000
11. Moto East	\$ 635,000
12. West Locust Loft	\$ 380,000
13. Grandel Theatre	\$ 2,300,000
14. Urban Garden	\$ 750,000
15. Celestial Temple/Art St. Louis Project	\$ 250,000
16. Olive West Housing (land assembly and development)	\$ 4,500,000
17. District Improvements and Expenses	\$ 3,500,000

GRAND TOTAL SERIES B NOTES: \$28,805,000

Series C Notes

- 1. Phase I Retail Mixed Use (Grand and Lindell) \$ 2,500,000
- 2. Garage I (\$2,150 per space for 1,000 spaces) \$ 2,150,000

GRAND TOTAL SERIES C \$4,650,000

Series D Notes

- 1. Contemporary Art Museum \$ 2,000,000
- 2. Sun Theatre \$ 1,750,000

GRAND TOTAL SERIES D NOTES: \$3,750,000

**EXHIBIT B
CONTRACT FOR SALE OF REAL ESTATE**

THIS CONTRACT (“Contract”) made and entered into this ____ day of _____, 2011 (“Effective Date”), by and between GRAND CENTER, INC., a Missouri not for profit corporation, (“Purchaser”), and the CITY OF ST. LOUIS, a municipal corporation of the State of Missouri, (“Seller”).

WITNESSETH, THAT:

WHEREAS, Seller is the owner of that certain parcel of real estate and all improvements thereon commonly known and numbered as 626-634 N. Grand, St. Louis, Missouri, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference as if fully set out, (“Property”); and

WHEREAS, Seller and Purchaser are parties to that certain Redevelopment Agreement dated as of April 24, 2003, as amended on May 23, 2005, as amended on July 11, 2006, as amended on August 27, 2009, amended on December 31, 2009, as amended on December 31, 2010, as may be amended from time to time (the “Redevelopment Agreement”); and

WHEREAS, pursuant to the terms of the Redevelopment Agreement and terms and conditions relating to the issuance of certain Industrial Development Bonds as authorized by Ordinance No. ____ [Board Bill No. 274], Seller desires and agrees to sell and Purchaser desires and agrees to purchase the Property under certain terms and conditions as set forth herein; and

WHEREAS, pursuant to the terms of the Redevelopment Agreement Seller and Purchaser have identified an alternative purchaser, 634 N Grand, LLC, to whom this Contract may be assigned subject to the terms of said Redevelopment Agreement, as amended, and to this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, promises and conditions herein contained, the parties agree as follows:

1. Sale: For the consideration hereinafter set forth and upon all the terms, provisions and conditions and at the times herein contained, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, the Property.
2. Purchase Price: Purchaser shall pay to Seller the sum of Three Million Two Hundred Thousand and No/100 Dollars (\$3,200,000.00) (the “Purchase Price”), which sum shall be payable at closing by cashier’s check, wire or other immediately available funds.
3. Assignability in Favor of the Development; Assignability Generally. Notwithstanding anything herein to the contrary, Seller and Purchaser agree that Purchaser shall have the right to offer the Property to 634 N Grand, LLC. (“Project Developer”). In the event that Purchaser and Project Developer come to an agreement whereby Project Developer agrees to purchase

the Property and redevelop the same on terms not less than those set forth herein, Purchaser agrees to assign all of its rights under this Contract to Project Developer. Any excess over the Purchase Price paid by Project Developer shall be payable to Seller. Seller and Purchaser agree that, except as provided for in this paragraph, Purchaser shall not assign its rights and duties under this Contract to any third party other than Project Developer without the prior written consent of the Seller's Board of Estimate and Apportionment.

4. No Further Encumbrances by Seller. From and after the Effective Date, Seller agrees that Seller will not, without the prior consent of the Purchaser, enter into any agreement, covenant or other document placing any covenant, restriction or easement on the Property or encumber the Property with any new deeds of trust, mortgages, or other security instruments.

5. Representations of Seller: Seller represents that this Contract has been, and all the documents to be delivered by Seller to Purchaser at closing will be, duly authorized, executed, and delivered by Seller, are or will be legal, valid, and binding obligations of Seller, will be sufficient at closing to convey good and marketable title to Purchaser, are or will be at closing enforceable in accordance with their respective terms, and do not and will not at closing violate any provision of any agreement to which Seller is a party. Seller further represents that the Property is not the subject of any pending, or to the best of Seller's knowledge, threatened claim, proceeding or litigation. Seller further represents that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and that Seller will furnish to Purchaser, prior to closing, an affidavit in the form satisfactory to Purchaser confirming same. Seller further represents that there will be no person in possession or occupancy of the Property or any part thereof as of the date of closing, nor will there be any persons who have possessory rights in respect to the Property or any part thereof as of the date of closing. Seller further represents that there are no taxes due on the Property as of the date of closing.

SELLER MAKES NO WARRANTIES AND REPRESENTATIONS AS TO THE CONDITION OF THE PROPERTY. SELLER HEREBY DISCLAIMS ALL WARRANTIES, IMPLIED OR EXPRESS, WRITTEN OR ORAL, AS TO THE REAL ESTATE, ANY IMPROVEMENTS, AND ANY PERSONAL PROPERTY COMPRISING THE PROPERTY. SELLER HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF HABITABILITY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY EXPRESS OR IMPLIED WARRANTY AS TO THE QUALITY OF ANY OF THE PROPERTY, OR ANY OTHER WARRANTY OR REPRESENTATION. THE PROPERTY IS TO BE CONVEYED TO PURCHASER IN ITS "AS IS, WHERE IS" CONDITION. THE SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, AS TO THE SIZE OR ACREAGE OF THE PROPERTY.

PURCHASER HEREBY ACKNOWLEDGES THAT PURCHASER HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION OF SELLER, IMPLIED OR EXPRESS, WRITTEN OR ORAL AS TO THE CONDITION OR QUALITY OF THE PROPERTY AND PURCHASER AGREES TO PURCHASE THE PROPERTY IN ITS "AS IS, WHERE IS" CONDITION.

6. Closing:

(a) The closing of the sale contemplated under this Contract shall occur within three (3) days of the issuance of certain Industrial Development Bonds as authorized by Ordinance No. ____ [Board Bill No. 274], unless the parties otherwise mutually agree. The closing shall occur at a time and location as the parties mutually agree.

(b) At closing, Seller shall execute (where necessary) and deliver to Purchaser the following:

- (i) A Quit Claim Deed, in the form attached hereto as Exhibit B, conveying the Property to Purchaser;
- (ii) An affidavit required by the title company to remove from Purchaser's Owner's Policy of Title Insurance the standard exceptions for unfiled mechanics' liens, materialmen's liens or other liens for services, labor or materials furnished to or created by Seller and for parties in possession; and
- (iii) Possession of the Property subject to Permitted Exceptions.

(c) At closing, the following prorations and adjustments shall be made to the Purchase Price:

- (i) Real estate taxes payable in respect of the Property for the calendar year in which the closing occurs shall be prorated, on a calendar year basis. If at the time of the closing, the final current tax bills and assessments for the Property have not been received, then the parties shall prorate on the basis of the most recent available tax bills.

- (ii) Purchaser shall pay the cost of recording and filing fees and other fees and costs customarily treated as “closing costs” in the St. Louis Metropolitan Area and shall also pay the cost of any Owner’s and Mortgagee’s Policies of Title Insurance.

7. Condition at Closing: At closing, possession of the Real Estate shall be delivered to Purchaser in substantially the condition existing as of the Effective Date, excepting normal wear and tear. If the Property is destroyed or materially damaged, or if condemnation proceedings are commenced against the Property between the Effective Date and the closing, Purchaser may terminate this Contract.

8. Remedies:

(a) In the event of default hereunder by Seller, Purchaser shall be entitled to all remedies available at law or equity, including the right to seek specific performance and/or money damages. In the event of default hereunder by Purchaser, Seller shall be entitled to pursue any remedy available at law or equity, including the right to seek specific performance/and or money damages.

(b) In the case of any legal or equitable action taken by either party in connection with the default of the other party, the prevailing party shall be entitled to recover from the other party all costs and reasonable attorneys’ fees incurred in connection therewith.

9. Commissions: The parties hereto each represent to the other that they have not engaged the services of a real estate agent, broker, or salesperson in connection with the transaction contemplated hereunder, and that no commissions, finder’s fees or broker’s fees are due to any person, firm or entity by reason hereof. The parties further covenant and agree to hold each other harmless by way of indemnification or otherwise from all loss, damage and expense, including attorneys’ fees and court costs, incurred by reason of any claim for such commission or fee arising out of the acts of the indemnifying party hereunder.

10. Notices: Any notice-required or permitted to be given-hereunder shall be deemed given (i) on the date written notice is personally delivered or (ii) three (3) business days after deposited with the United States Postal Service, registered or certified mail, return receipt requested, postage prepaid, or (iii) on the first business day after deposited with a national courier guaranteeing overnight delivery, and addressed as follows:

If to Seller: Comptroller, City of St. Louis
 ATTN: Asset Manager
 Room 311 City Hall
 St. Louis, Missouri 63103

With a copy to:

City Counselor
 Room 314 City Hall
 St. Louis, Missouri 63103

With a copy to:

Armstrong Teasdale LLP
 ATTN: Thomas J. Ray
 One Metropolitan Square, Suite 2600
 St. Louis, Missouri 63102

If to Purchaser: Grand Center, Inc.
 ATTN: President
 ATTN: Will Zorn
 3526 Washington, 2nd Floor
 St. Louis, Missouri 63103

with a copy to:

Bryan Cave LLP

ATTN: Linda M. Martinez
One Metropolitan Square, Suite 3600
St. Louis, Missouri 63102

11. Signs: Purchaser may, with the approval of the Seller's Asset Manager, place signs on the Property marketing the development.
12. Non-Discrimination: The Purchaser agrees that, during the term of this Agreement and as an independent covenant running with the land, there shall be no discrimination upon the basis of race, creed, color, national origin, sex, age, marital status or physical handicap in the sale, lease, rental, occupancy or use of any of the Property and said covenant may be enforced by the City; provided, however, the City shall have no affirmative duty to any successor in title to this conveyance to enforce this covenant. The Purchaser further agrees that a provision containing the covenants of this paragraph shall be included in all agreements pertaining to the lease or conveyance or transfer (by any means) of the Property, including but not limited to, the Quit Claim Deed.
13. Binding Effect: This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal and personal representatives, successors and assigns, subject to the Charter and ordinances of the City of St. Louis.
14. Time is of the Essence: It is agreed by and between Seller and Purchaser that time is of the essence in this Contract.
15. Construction and Interpretation: This Contract has been made and entered into in the City of St. Louis, State of Missouri, and shall be governed and construed by and in accordance with the laws of the State of Missouri without giving effect to conflict of laws principles.
16. Computation of Time: If the last day for deposit of earnest money, giving of notice of performance of any obligation or condition hereunder is a Saturday, Sunday or legal holiday in the State of Missouri, then such last day shall be extended to the next succeeding business day thereafter.
17. Severability: Whenever possible, each provision of this Contract and any other related document shall be interpreted in such manner as to be valid under applicable law, but if any provision of any of the foregoing shall be invalid or prohibited under such applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision, or the remaining provisions of this Contract.
18. Section Headings: The headings of the sections and paragraphs in this Contract are inserted solely for convenience of reference and are not intended to govern, limit, or aid the construction of any term or provision hereof.
19. Waiver: No claim of waiver, consent, or acquiescence with respect to any provision of this Contract shall be made against any party hereto except on the basis of a written instrument executed by or on behalf of such party.
20. Further Actions: Purchaser and Seller agree to execute such further documents and take such further actions as may reasonably be required to carry out the provisions and intent of this Contract or any agreement or document related hereto or entered into connection herein.
21. Counterparts: This Contract may be signed in any number of counterparts and signature to any one counterpart shall be deemed signature to all counterparts, which when taken together shall constitute one contract.
22. Survival: Those provisions of this Contract which relate to warranties including but not limited to Section 7, and post-closing calculations or post closing performances required of Seller and Purchaser shall survive the Closing.
23. Entire Agreement: This Contract constitutes the entire agreement between the parties and no amendment made be made, unless in writing and signed by the parties hereto.
24. Sales Commission Warranty: Purchaser and Seller hereby acknowledge that certain officers, directors, stockholders, employees, and/or agents of the other are licensed real estate brokers and/or agents, and that any involvement by such persons in this transaction is for their own account without commission. No commission is owed by Seller to Purchaser as a result of the transaction contemplated in this Contract.

25. Recording: Purchaser shall have a right to record a copy of this Contract or a short form Memorandum of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract in the City of St. Louis, State of Missouri, as of the Effective Date.

SELLER:

PURCHASER:

THE CITY OF ST. LOUIS,
a municipal corporation of the state of Missouri

GRAND CENTER, INC.,
a Missouri non-for-profit corporation

By: _____
Francis G. Slay, Mayor

By: _____
Vincent C. Schoemehl, Jr., President

By: _____
Darlene Green, Comptroller

APPROVED AS TO FORM:

Patricia Hageman, City Counselor

Exhibit A
Legal Description of Property
[Follows]

Exhibit B
Form of Quit Claim Deed
[Follows]

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: Quit Claim Deed

DATE OF DOCUMENT: _____, 20____

GRANTOR: The City of Saint Louis

Mailing Address: 1200 Market Street
St. Louis, Missouri 63103

GRANTEE: _____

Mailing Address: _____

LEGAL DESCRIPTION: See Exhibit A on Page 5 Hereof

REFERENCE BOOK & PAGE: N/A

QUIT CLAIM DEED

THIS DEED is made and entered into this ____ day of _____, 20 ____, by and between **THE CITY OF SAINT LOUIS**, a municipal corporation of the State of Missouri, with an address of 1200 Market Street, St. Louis, Missouri 63103, the Grantor, and _____, a Missouri _____ with an address of _____, the Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said Grantee, the sufficiency and receipt of which is hereby acknowledged, does by these presents **REMISE, RELEASE AND FOREVER QUIT CLAIM** unto the said Grantee, the following described Real Estate in the City of St. Louis, State of Missouri, to wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE

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

The Grantee agrees that there shall be no discrimination upon the basis of race, creed, color, national origin, sex, age, marital status or physical handicap in the sale, lease, rental, occupancy or use of any of the Property and said covenant may be enforced by the Grantor; provided, however, the Grantor shall have no affirmative duty to any successor in title to this conveyance to enforce this covenant. The Grantee further agrees that a provision containing the covenants of this paragraph shall be included in all agreements pertaining to the lease or conveyance or transfer (by any means) of the Real Estate.

IN WITNESS WHEREOF, the parties have executed these presents as of the day and year first above written.

Grantor:

The City of Saint Louis,
a municipal corporation of the State of Missouri

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

Approved as to form:

By: _____
Patricia Hageman, City Counselor

Attest:

By: _____
Parrie L. May, City Register

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

On this ____ day of _____, 20____, 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 65026 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

My Commission Expires:

Grantee:

_____,
a Missouri _____

By: _____
_____, _____

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

On this ____ day of _____, 20__, before me appeared _____, to me personally known, who being by me duly sworn did say that he is the _____ of _____, a Missouri _____, and that he is authorized to execute this Quit Claim Deed on behalf of said corporation under the authority of its Board of Directors, and acknowledges that he executed said instrument as his free act and deed.

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

My Commission
Expires:
