

St. Louis City Ordinance 64540

FLOOR SUBSTITUTE

BOARD BILL NO. [98] 210

INTRODUCED BY ALDERMAN Marit Clark

AN ORDINANCE authorizing and directing the Mayor and the Comptroller to execute a Contract for Sale pertaining to certain City-owned real estate located in City Blocks 1704, 1705, 1707E, and 1718E, for a sum of not less than Five Hundred Thousand Dollars (\$500,000.00), by and between the City of St. Louis ("Seller") and MOROC Corporation, ("Buyer"); and containing an emergency clause.

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

SECTION ONE. The Mayor and the Comptroller, on behalf of the City of St. Louis, ("Seller") are hereby authorized and directed to execute the Contract for Sale of Real Estate, attached hereto as Exhibit A, and any other related documents, to remise, release, and quit-claim unto MOROC Corporation, ("Buyer") for the sum of not less than Five Hundred Thousand Dollars (\$500,000.00), and other valuable considerations, certain property located in City Blocks 1704, 1705, 1707E, and 1718E, pursuant to the terms and conditions referenced in said Contract for Sale and related documents.

SECTION TWO. This Ordinance, being deemed necessary for the immediate preservation of the public health, safety, and general welfare, shall be and is hereby declared to be an emergency measure within the meaning of Article IV, Section 20 of the Charter of the City of Saint Louis, and as such, shall take effect immediately upon its approval by the Mayor.

CONTRACT FOR SALE OF REAL ESTATE

This Contract is made and entered into this ____ day of December, 1998 by and between the City of St. Louis, a municipal corporation of the state of Missouri, City Hall, St. Louis, Missouri, 1200 Market Street, St. Louis, Missouri, hereinafter referred to as Seller, and MOROC Corporation, a Missouri Corporation, whose address is 13818 Rider Train Drive, Earth City, Missouri, hereinafter referred to as Buyer. In consideration of the covenants 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, subject to conditions set forth herein, certain real property situated in the City

of St. Louis, State of Missouri, located in City Blocks 1704, 1705, 1707E and 1718E, and more fully described in the Quit Claim Deed attached hereto as Exhibit 1, together with all improvements and personal property thereon, and all right, title and interest of Seller in and to all of said Real Estate subject to all easements, rights of way, and restrictions of record (hereinafter collectively referred to as the "Real Estate"). Legal description on Seller's title to govern. Title shall be marketable in fact and Seller shall convey marketable title by Quit Claim Deed.

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

1. Purchase price.

The purchase price of the real estate is Five Hundred Thousand Dollars (\$500,000.00) and other good and valuable consideration, subject to the provisions contained herein.

2. Approval Contingency.

Purchaser shall have thirty (30) days (the **Approval Period**) from the date of execution of this Contract by Purchaser and Seller to obtain the written approval of the Board of Directors of United Parcel Service of America, Inc. to this Contract. On or before the end of the Approval Period, Purchaser may notify Seller in writing that said Board of Directors did not approve this Contract, in which case this Contract shall terminate. If Purchaser gives no such notice within the Approval Period, this contingency shall be deemed satisfied.

3. Title Contingency.

In addition to any other requirements herein, Purchaser's obligations hereunder are contingent upon Purchaser's ability to secure an owner's title insurance policy in a form acceptable to Purchaser, at Purchaser's sole and absolute discretion. Purchaser shall have thirty (30) days (the **Title Inspection Period**) from the date of execution of this Contract by Purchaser and Seller to satisfy itself as to the state of title. On or before the end of the Title Inspection Period, Purchaser may notify Seller in writing that the state of title is unacceptable to Purchaser, in which case this Contract shall terminate. If Purchaser gives no such notice within the Title Inspection Period, this contingency shall be deemed satisfied. If title is marketable, Purchaser shall pay for certificate of title

4. Environmental Contingency.

In addition to any other requirements herein, Purchaser's obligations hereunder are contingent upon the Real Estate being free of all environmental contamination and hazardous waste (as defined under any applicable law or regulation) anywhere in, on, under or upon the Real Estate or improvements thereon. Seller acknowledges that it has received environmental reports that indicate that the Real Estate is in need of remediation for asbestos, underground storage tanks and other environmental matters, as set forth in such reports. Seller shall furnish a copy of all such reports to Purchaser promptly after acceptance of this Contract. Seller covenants to promptly commence remediation of the Real Estate to abate all such disclosed conditions and to complete such remediation by not later than June 30, 1999 (the Environmental Clean-up Period). Seller shall keep Purchaser advised during the Environmental Clean-up Period as to the ongoing remediation efforts and Purchaser, upon request, shall be furnished with copies of all reports, tests, studies and the like pertaining to the remediation and any Phase I and thereafter reports about the Real Estate. Seller shall complete the remediation activities on or before June 30, 1999, including removal of all existing asbestos and closure of all existing underground storage tanks, and any and all other environmental conditions so as to remediate the Real Estate to a condition free of hazardous waste or other environmental condition. Seller shall deliver to Purchaser a Letter of Closure regarding the Real Estate issued by the Missouri Department of Natural Resources as to the underground storage tank closures and written notice that the required environmental remediation has been completed on or before June 30, 1999. Purchaser shall have ninety (90) days (the Environmental Inspection Period) after the date on which Purchaser receives such written notice from Seller, to review all remediation work performed by Seller and documentation relating thereto within Seller's possession or control, and to conduct such further or other investigations, testing or audits, as Purchaser deems reasonable and necessary to satisfy itself that the environmental remediation that Seller is required to undertake as a condition to closing has been fully completed. Purchaser during this period shall give Seller written notice of any matter of remediation that Purchaser reasonably believes has not been accomplished and Seller shall promptly complete such further remediation and the closing date shall be extended accordingly. All remediation undertaken by Seller shall be at Seller's sole expense and shall be in conformity with all applicable laws. The obligations of Seller under this Paragraph shall survive the closing and are acknowledged to be a material inducement to Purchaser in Purchaser offering to purchase the Real Estate for the stated purchase price.

5. Closing.

Upon satisfaction of the foregoing contingencies to Purchaser's obligation to close hereunder, Closing shall occur at the offices of Commonwealth Land Title Insurance Company (the Title Company), in Clayton, Missouri on such date which is ten (10) business days after the earlier to occur of (i) Purchaser's written notice to Seller that the environmental condition of the Real Estate is satisfactory, or (ii) the expiration of the Environmental Inspection Period. Purchaser to pay all closing fees. Title to pass when sale is closed. Possession of Real Estate to be delivered to Purchaser at time of transfer of title.

6. Brokerage.

Purchaser and Seller represent and warrant that neither of them have dealt with any broker, agent or other person in connection with this transaction. Each party shall indemnify and hold the other harmless against claims for brokerage commissions asserted to have resulted from contacts with the indemnifying party.

7. Seller's Representations and Warranties.

Seller represents and warrants to Purchaser that:

- (a) The Real Estate is owned by Seller and is not subject to any contract, option to purchase, right of first refusal, reversionary interest or other restriction of a similar nature other than this Contract.
- (b) Seller has not received any oral or written notice of any pending, threatened or contemplated condemnation proceeding or other proceeding in the nature of eminent domain pending with regard to the Real Estate or any part thereof.
- (c) Seller has not received any oral or written notice of any violation or potential violation of any zoning, building or other statute, ordinance, regulation or restriction concerning the Real Estate or the use thereof, nor to the best of Seller's knowledge does any such violation exist.
- (d) Seller has not received any oral or written notice that the Real Estate is subject to any special assessments, and to the best of Seller's knowledge, no such special assessment is being proposed.
- (e) Seller has not received any oral or written notice that the Real Estate is in violation of any recorded restrictions, indenture or land use matter to which it is subject.

(f) The Real Estate as of closing shall be vacant and free of tenants.

8. Closing Documents.

At closing, Seller shall execute, acknowledge and/or deliver, together with the delivery of other applicable items described in this Contract:

(a) A quit claim deed subject only to the exceptions approved by Purchaser, together with a bill of sale, covering the Real Estate.

(b) Such affidavits as title company shall reasonable require in order to omit from the tile policy all standard exceptions and exceptions for judgments or bankruptcies with respect to Seller.

(c) Such other and further closing documents as are usual and customary for a transaction of this type.

9. Seller's Obligations Until Closing.

Until the closing to this Contract, Seller shall:

(a) Maintain the Real Estate in the same condition, reasonable wear and tear excepted, as it is in on the date hereof.

(b) Continue to manage the Real Estate in a reasonable, diligent and prudent manner.

(c) Not enter into any new lease with respect to the Real Estate.

10. Days.

If the date for performance of any act hereunder falls on a Saturday, Sunday or legal holiday, then the time for performance thereof shall be deemed extended to the next successive business day.

11. Survival.

The responsibility of Seller for breaches of representations and warranties set forth in this Contract and in any certificate, schedule or other document delivered in connection herewith shall survive the closing. In the event that the closing adjustments are based on estimates, the parties agree to readjust such amounts after closing when final information is available.

12. Time of Essence.

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

13. Entire Agreement.

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

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

IN WITNESS WHEREOF, the parties have duly signed this agreement on the date set forth herein.

SELLER

City of St. Louis

By: _____

Clarence Harmon, Mayor

By: _____

Darlene Green, Comptroller

Approved as to form:

City Counselor

BUYER MOROC, Corporation

By: _____

By: _____

Attest: _____

Register

QUIT CLAIM DEED

THIS DEED, Made and entered into this _____ day of _____, 1999, by and between the CITY OF SAINT LOUIS, a Municipal Corporation of the State of Missouri, 1200 Market Street, Saint Louis, Missouri, Party of the First Part, and MOROC Corporation, a Missouri corporation whose address is 13818 Rider Train Drive, Earth City, Missouri, Party of the Second Part.

WITNESSETH, that the said Party of the First Part, for and in consideration of the sum of Five Hundred Thousand Dollars (\$500,000.00) to it paid by the said Party of the Second Part, the receipt of which is hereby acknowledged, does by these presents REMISE, RELEASE, and QUIT CLAIM unto the said Party of the Second Part, the following described real estate, hereinafter referred to as the Premises, situated in the City of Saint Louis and State of Missouri, to wit:

A TRACT OF LAND located in City Blocks 1704, 1705, 1707E and 1718E, including a portion of that part of Scott Avenue, 60 feet wide, vacated by Ordinance 43866, and including that part of 23rd Street, 60 feet wide, vacated by Ordinance 51795, all in the City of Saint Louis, Missouri, being more particularly described as follows.

Beginning at the point of intersection of the east line of 22nd Street, 60 feet wide, and the south line of said vacated Scott Avenue, being also the original northwest corner of City Block 1704;

thence along said east line of 22nd Street north 14 degrees 39 minutes 04 seconds east 30.00 feet to the centerline of said vacated Scott Avenue; thence along said centerline vacated Scott Avenue 75 degrees 11 minutes 59 seconds east 183.46 feet to a point in the northerly right-of-way line of the Metrolink Rail System marked by Metrolink monument 4-431;

thence along said northerly right-of-way line the following courses and distances; thence on a curve to the right, whose radius point bears north 28 degrees 44 minutes 29 seconds west 772.00 feet, having an arc length of 224.89 feet, and a chord bearing south 69 degrees 36 minutes, 14 seconds west 224.09 feet to the east line of said 22nd Street;

thence on a curve to the right, whose radius point bears north 12 degrees 06 minutes 30 seconds west 1038.88 feet, having an arc length of 132.48 feet, and a chord bearing south 81 degrees 32 minutes 40 seconds west 132.39 feet; thence south 85 degrees 11 minutes 54 seconds west 239.44 feet; thence on a curve to the right, whose radius point bears north 04 degrees 48 minutes 06 seconds west 1572.08 feet, having an arc length of 101.53 feet, and a chord bearing south 87 degrees 02 minutes 55 seconds west 101.51 feet; thence on a curve to the right whose radius point bears north 01 degrees 06 minutes 04

seconds west 1172.00 feet, having an arc length of 226.87 feet, and a chord bearing north 85 degrees 33 minutes 21 seconds west 226.51 feet; thence on a curve to the right, whose radius point bears north 09 degrees 59 minutes 23 seconds east 1572.13 feet, having an arc length of 128.41 feet, and a chord bearing north 77 degrees 40 minutes 13 seconds west 128.38 feet; thence north 75 degrees 19 minutes 49 seconds west 158.84 feet; thence north 61 degrees 31 minutes 55 seconds west 102.97 feet to Metrolink Monument #4-440 in the south line of Atlantic or Half Street, 30 feet wide. thence along said south line Atlantic Street north 75 degrees 11 minutes 59 seconds west 43.84 feet to the east line of Jefferson Avenue, 80 feet wide;

thence along said east line of Jefferson Avenue north 00 degrees 50 minutes 35 seconds west 295.96 feet to the south line of Scott Avenue, 60 feet wide; thence along said south line of Scott Avenue south 75 degrees 11 minutes 59 seconds east 1177.25 feet to the point of beginning, and containing 301,660 square feet, or 6.925 acres, more or less.

EXCEPTING THEREFROM, the portion of 22nd Street described as follows.

Beginning at the point of intersection of said east line of 22nd Street and the south line of said vacated Scott Avenue, being also the original northwest corner of City Block 1704;

thence along said east line of 22nd Street south 14 degrees 39 minutes 04 seconds west 99.16 feet to the northerly right of way line of the Metrolink Rail system; thence on a curve to the right, whose radius point bears north 12 degrees 06 minutes 30 seconds west 1038.88 feet, having an arc length of 66.18 feet, and a chord bearing south 79 degrees 42 minutes 55 seconds west 66.17 feet to the west line of said 22nd Street;

thence along said west line of 22nd Street north 14 degrees 39 minutes 04 seconds east 127.21 feet to the south line of said Scott Avenue; thence along said south line Scott Avenue south 75 degrees 11 minutes 59 seconds east 60.00 feet to the Point of Beginning, and containing 6815 square feet or 0.156 acres, more or less.

AND EXCEPTING THEREFROM the portions of Atlantic Street and 23rd Street described as follows.

Beginning at Metrolink Monument #4-440 in the south line of said south line of Atlantic Street;

thence along said south line of Atlantic Street north 75 degrees 11 minutes 59 seconds west 43.84 feet to the east line of Jefferson Avenue, 80 feet wide;

thence along said east line of Jefferson Avenue north 00 degrees 50 minutes 35 seconds west 31.15 feet to the north line of said Atlantic Street;

thence along said north line of Atlantic Street south 75 degrees 11 minutes 59 seconds east 520.51 feet to the point of intersection with the former west line of said 23rd Street, said point also being the southeast corner of City Block 1718E;

thence continuing along said north line of Atlantic Street south 75 degrees 11 minutes 59 seconds east 167.93 feet to the northerly right of way line of the Metrolink Rail system;

thence along said northerly right of way line along a curve to the right, whose radius point bears north 02 degrees 05 minutes 50 seconds west 1572.08 feet, having an arc length of 27.33 feet, and a chord bearing south 88 degrees 24 minutes 02 seconds west 27.33 feet to a point;

thence continuing along said northerly right of way line along a curve to the right, whose radius point bears north 01 degrees 06 minutes 04 seconds west 1172.00 feet, having an arc length of 145.06 feet, and a chord bearing north 87 degrees 33 minutes 21 seconds west 144.97 feet to a point in the west line of 23rd Street; 60 feet wide;

thence along said west line of 23rd Street north 14 degrees 39 minutes 04 seconds east 8.74 feet to a point in the south line of said Atlantic Street, said point being also the northeast corner of City Block 1707E;

thence along said south line of Atlantic Street north 75 degrees 11 minutes 59 seconds west 468.34 feet to the Point of Beginning and containing 1910 square feet or 0.438 acres, more or less.

AND RESERVING the following easements for street and bridge maintenance, described as follows.

EASEMENT #1: A strip of land of the uniform width of 40 feet extending from the north line of Atlantic (or Half) Street, 30 feet wide, along the east line of Jefferson Avenue, 80 feet wide, to the south line of Scott Avenue, 60 feet wide, and thence along the south line of said Scott Avenue to the west line of 22nd Street, 60 feet wide, being more particularly described as follows:

Beginning at Metrolink Monument #4-142 at the intersection of the north line of said Atlantic Street and the east line of said Jefferson Avenue;

thence along said east line of Jefferson Avenue north 00 degrees 50 minutes 35 seconds west 264.81 feet to the south line of Scott Avenue, 60 feet wide; thence along said south line of Scott Avenue south 75 degrees 11 minutes 59 seconds east 1117.25 feet to a point in the west line of 22nd Street, 60 feet wide, said point being also the original northeast corner of City Block 1705;

thence along said west line of 22nd Street south 14 degrees 39 minutes 04 seconds west 40.00 feet;

thence along a line, a perpendicular distance of 40 feet southerly of and parallel to said south line of Scott Avenue north 75 degrees 11 minutes 59 seconds west 1064.62 feet to a point, a perpendicular distance of 40 feet easterly of said east line of Jefferson Avenue;

thence along a line, a perpendicular distance of 40 feet easterly of and parallel to said east line of Jefferson Avenue south 00 degrees 50 minutes 35 seconds east 223.27 feet to a point in said north line of Atlantic Street;

thence along said north line of Atlantic Street north 75 degrees 11 minutes 59 seconds west 41.54 feet to the Point of Beginning, and containing 53,400 square feet, or 1.226 acres, more or less.

EASEMENT #2: A strip of land of the uniform width of 30 feet extending from the west line of 22nd Street, 60 feet wide, to the north line of Atlantic Street, 30 feet wide, being more particularly described as follows:

Commencing at the point of intersection of the south line of Scott Avenue; 60 feet wide, with the west line of said 22nd Street, being also the northeast corner of City Block 1705;

thence along said west line of 22nd Street south 14 degrees 39 minutes 04 seconds west 70.00 feet to the true Point of Beginning of the strip of land herein described;

thence leaving said west line of 22nd Street south 84 degrees 07 minutes 43 seconds west 324.81 feet to a point north 04 degrees 48 minutes 06 seconds west 50.00 feet from Metrolink Monument #4-1974;

thence south 87 degrees 11 minutes 32 seconds west 232.51 feet to the point of intersection of said north line of Atlantic Street with the west line of 23rd

Street, 60 feet wide, and vacated by Ordinance #51795, said point being the southeast corner of City Block 1718E;

thence along said north line of Atlantic Street south 75 degrees 11 minutes 59 seconds east 99.17 feet;

thence leaving said north line of Atlantic Street north 87 degrees 11 minutes 32 seconds east 137.79 feet;

thence north 84 degrees 07 minutes 43 seconds east 314.38 feet to said west line of 22nd Street;

thence along said west line of 22nd Street north 14 degrees 39 minutes 04 seconds east 32.03 feet to the Point of Beginning, and containing 15,160 square feet, or 0.348 acres, more or less.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Party of the Second Part, and to its heirs and assigns. So that neither the said Party of the First Part, 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 Parties hereto have executed these presents the day and year first above written.

PARTY OF THE FIRST PART

City of Saint Louis

By: _____
Darlene Green, Comptroller

By: _____
Clarence Harmon, Mayor

PARTY OF THE SECOND PART MOROC

Corporation

By: _____

By: _____

Approved as to form:

Attest:

City Counselor

City Register

STATE OF MISSOURI)

CITY OF ST. LOUIS) ss. On this ____ day of _____, 1999
before me appeared Clarence Harmon 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 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)

CITY OF ST. LOUIS) ss. On this ____ day of _____, 1999,
before me appeared _____ to me personally

known, who being by me duly sworn did say that ____ is the _____ of MOROC, a Missouri Corporation, and that ____ is authorized to execute the foregoing instrument by authority of its Board of Directors, and that ____ executed the foregoing instrument as ___ free act and deed, as Party of the Second Part.

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

Legislative History				
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND
11/20/98	11/20/98	HUDZ		
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE
01/15/99			01/22/99	01/22/99
ORDINANCE	VETOED		VETO OVR	
64540				