

## *St. Louis City Ordinance 65026*

FLOOR SUBSTITUTE  
BOARD BILL NO. [00] 114

INTRODUCED BY ALDERMAN FRANCIS G. SLAY

An ordinance authorizing and directing the Mayor and the Comptroller to execute a contract for sale of real estate by and between the City of St. Louis, as Seller, and The Jones Company Custom Homes, Inc., as Buyer, pertaining to 39.178 acres, more or less, of certain City-owned real estate located at 14845 Olive Boulevard in St. Louis County, which property has been declared surplus by the City of St. Louis Department of Public Utilities, Water Division, for a sum of Two Million Eight Hundred Forty Five Thousand Seven Hundred Fifty Dollars (\$2,845,750.00); and providing for the deposit of sale proceeds into the Waterworks Revenue Fund; 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 a Contract for Sale of Real Estate, pursuant to the terms of, and in substantially the same form as, that document attached hereto as Exhibit A and incorporated herein by this reference as if set out in full, together with any and all other related additional documents, to remise, release, and quit-claim unto The Jones Company Custom Homes, Inc. ("Buyer"), for the sum of Two Million Eight Hundred Forty Five Thousand Seven Hundred Fifty Dollars (\$2,845,750.00), 39.178 acres, more or less, or real property located at 14845 Olive Boulevard, St. Louis County, Missouri, which property has been declared surplus by the City of St. Louis Department of Public Utilities, Water Division.

SECTION TWO. Sale proceeds shall be deposited into the Waterworks Revenue Fund, in accordance with the terms, provisions, and requirements of existing Water Division Bond Covenants.

SECTION THREE. 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.

EXHIBIT A  
CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by and between THE JONES COMPANY CUSTOM HOMES, INC., a Missouri corporation, (hereinafter referred to as "Purchaser"), and the City of St. Louis, a municipal corporation of the state of Missouri, (hereinafter referred to as "(Seller)").

WITNESSETH, THAT:

WHEREAS, Seller is the owner of that certain 39.178 acre, more or less, parcel of real property located at 14845 Olive Boulevard, St. Louis County, Missouri, as more particularly described on Exhibit A-1 attached hereto and incorporated herein by this reference as if fully set out, (hereinafter referred to as the "Property"); the legal description of the Property shall be determined by survey as hereinafter provided; and

WHEREAS, the aforementioned property has been declared surplus by the City of St. Louis Department of Public Utilities, Water Divisions; and

WHEREAS, the City of St. Louis issued an "Invitation for Submission of Proposals for Sale of Land Owned by the City of St. Louis, Water Division" pertaining to the aforementioned property; and

WHEREAS, the proposal received from The Jones Company Custom Homes, Inc., Buyer herein, was selected by a duly appointed and acting Selection Committee comprised of City of St. Louis officials; and

WHEREAS, Purchaser is desirous of acquiring the Property and Seller is desirous of selling the Property to Purchaser upon the terms and conditions hereinafter set forth.

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, 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 as the purchase price (the "Purchase Price") for the Property the sum of Two Million Eight Hundred Forty Five Thousand Seven Hundred Fifty Dollars (\$2,845,750.00), which said sum shall be payable as follows:

(i) Purchaser has previously deposited One Hundred Forty Two Thousand Two Hundred Eighty Seven and 50/100 Dollars (\$142,287.50) with Seller to secure its bid for the Property, which said sum shall be applied to the Purchase Price upon closing

(ii) Purchaser shall, at closing hereunder, pay Seller the Purchase Price, of which Purchaser's earnest money shall form a part, by cashier's check, it being expressly agreed and understood that the Purchase Price shall be reduced or increased by an amount determined by multiplying Seventy Two Thousand Six Hundred Thirty Six and 43/100 Dollars (\$72,636.43) by the actual number of acres or portions thereof, if any, less than or greater than 39.178 determined to be contained in the Property.

3. Contingencies:

(a) This Contract and the Parties' obligations hereunder, (including but not limited to the obligation of either party to close the sale as contemplated by Section 9 of this Contract), are contingent upon Purchaser's compliance with, and satisfaction of, the terms, provisions, and/or covenants identified and set forth as "Conditions Precedent to Seller's Obligations" in the "Invitation for Submission of Proposals for Sale of Land Owned by the City of St. Louis Water Division" attached hereto as Exhibit A-2 and incorporated herein by this reference as if fully set out. Without limiting the generality of the foregoing, the parties hereto specifically acknowledge that this Contract is contingent upon Purchaser's agreement to provide and

grant to Seller, in perpetuity and to the substantive satisfaction of Seller:

i. Ongoing, permanent, and perpetual access through the Property from Olive Street Road to the Howard Bend Treatment Plant. Purchaser shall make provisions for a perpetual non-exclusive easement for vehicle access across the Property from Olive Street Road to the aforesaid Howard Bend Treatment Plant for employees, visitors, agents, contractors, invitees, members of the public, and the transport of equipment, materials, and supplies. If Purchaser elects to provide Seller an easement for access through the Property other than that in existence at the time of execution of this Contract, Purchaser shall so notify Seller, in writing and within one hundred fifty (150) days subsequent to this Contract's Acceptance Date, of such intention and election. This Contract is expressly contingent upon Seller's approval of such alternative access easement, which approval may be granted or withheld at the sole discretion of Seller. In the event Seller does not approve and/or Seller and Purchaser cannot agree upon the specific provisions of any such alternative access plans within ninety (90) days subsequent to the original tender of notice to Seller of Purchaser's alternative easement, this Contract shall be null and void and of no further force and effect, unless the parties agree in writing to extend the period of time for such negotiations. In the event this contract shall be null and void, Seller shall refund to Purchaser all earnest money deposited hereunder. The Comptroller for the City of St. Louis is hereby identified as Seller's authorized agent with respect to any such negotiations and written amendments pertaining to alternative access

easement. The parties shall execute any and all documents deemed necessary or desirable to Seller's City Counselor to commemorate the aforementioned agreement, (whether to maintain existing access or whether to pursue and establish new alternative access easement), within thirty (30) days of approval of said agreement and failure of the parties to agree upon the form, content, and/or manner of execution of such documents shall render this Contract null and void and of no further force and effect. In the event this contract shall be null and void, Seller shall refund to Purchaser all earnest money deposited hereunder.

ii. Ongoing, permanent and perpetual utility easement(s) to the Howard Bend Treatment Plant including, but not limited to, electric, natural gas, and telephone service. Presently, a high-voltage overhead electric feed runs from Olive Street road to the treatment plant in easement. Telephone and natural gas services lie adjacent to the existing access road. Purchaser shall provide a perpetual non-exclusive easement(s) for utilities, or shall provide, (at Purchaser's sole expense and to the satisfaction of Seller), a non-exclusive easement(s) for utilities to the Howard Bend Treatment Plant in an alternate manner. If Purchaser elects to provide utility easement(s) to the Howard Bend Treatment Plant in an alternate manner, Purchaser shall so notify Seller, in writing and within one hundred fifty (150) days subsequent to this Contract's Acceptance Date, of such intention and election. This Contract is expressly contingent upon Seller's approval of such alternative easement(s), which approval may be granted or withheld at the sole discretion of Seller. In the event Seller and Purchaser cannot agree

upon the specific provisions of any such alternative utility easement(s) within ninety (90) days subsequent to the original tender of notice to Seller of Purchaser's alternative easement(s), this Contract shall be null and void and of no further force and effect, unless the parties agree in writing to extend the period of time for such negotiations. In the event this contract shall be null and void, Seller shall refund to Purchaser all earnest money deposited hereunder. The Comptroller for the City of St. Louis is hereby identified as Seller's authorized agent with respect to any such negotiations and written amendments relating to the relocation of utility easements. The parties shall execute any and all documents deemed necessary or desirable to Seller's City Counselor to commemorate the aforementioned agreements within thirty (30) days of said agreement and failure of the parties to agree upon the form, content, and/or manner of execution of such documents shall render this Contract null and void and of no further force and effect. In the event this contract shall be null and void, Seller shall refund to Purchaser all earnest money deposited hereunder.

(b) This Contract and Purchaser's obligations hereunder are contingent upon the Property being zoned or rezoned to the R-3 District classification by appropriate governmental bodies in the City of Chesterfield and the County of St. Louis, Missouri, and the granting of all governmental, quasi-governmental and public utility approvals and permits required for the use intended to be made of the Property by Purchaser. Without limiting the generality of the foregoing, such approvals shall specifically permit the relocation of any easements and other encumbrances, (pursuant and subject to the foregoing provisions of Section(s) 3(a)i and/or 3(a)ii hereof), which, in Purchaser's sole discretion, interfere with Purchaser's intended use of

the Property. Purchaser, at its sole cost and expense, covenants to petition for such zoning and to apply for all approvals and permits necessary for Purchaser's intended use of the Property within thirty (30) days after the date of Seller's acceptance of this Contract (the "Acceptance Date"). Seller covenants that it will cooperate with Purchaser in its efforts to have the Property zoned or rezoned and to obtain all required approvals and permits; provided, however, that all expenses in regard to such matters shall be subject to the approval of and paid by Purchaser.

(c) In the event said zoning, rezoning, permits and approvals are not granted within one hundred eighty (180) days after the Acceptance Date (the "Contingency Expiration Date"; provided, however, if the contingency contained in this Paragraph 3 is extended as hereinafter provided, the "Contingency Expiration Date" shall be the last day of such extended period), at the sole option of Purchaser, this Contract shall be terminated, and Purchaser shall receive a full refund of its earnest money deposit; provided, however, if at the expiration of said period, Purchaser's petitions and/or applications for zoning, rezoning, permits and approvals are then pending before a board, body, bureau or agency having jurisdiction thereof, Purchaser may extend the aforesaid contingency period for up to two (2) successive ninety (90) day periods or until official action by way of grant or denial of such petitions and applications is received, whichever is earlier.

#### 4. Title:

(a) This Contract and Purchaser's obligations hereunder are further contingent upon Purchaser's receipt, at Purchaser's sole cost and expense, within sixty (60) days after the Acceptance Date, of a commitment (and copies of all instruments reflected as exceptions thereon) (the "Commitment") from Security Title Insurance Agency, L.L.C. (the "Title Company") to issue as of closing hereunder an ALTA Owner's Policy of Title Insurance (Form B-1970) covering the Property and providing full extended coverage over all general and special title

exceptions except Permitted Exceptions (as hereinafter defined), together with a zoning endorsement on ALTA Form 3.0 and access and survey endorsements. Seller shall, upon closing, remove the liens of all mortgages, deeds of trust and other security instruments against the Property reflected upon the Commitment. Purchaser shall have thirty (30) days after receipt of the Commitment to deliver written notice to Seller of any objections that Purchaser may have to the state of title of the Property. If no notice of objection is given, all items (other than liens of mortgages, deeds of trust and other security instruments which Seller shall remove as of closing) listed as special exceptions on the Commitment shall be deemed "Permitted Exceptions." In the event Purchaser objects to the state of title and Seller is unable to satisfy any objectionable items to the reasonable satisfaction of Purchaser and the Title Company within thirty (30) days after Seller's receipt of such notice, Purchaser shall either: (i) accept the state of title subject to said objectionable conditions and exceptions without adjustment in the Purchase Price, in which event said conditions and exceptions shall be deemed Permitted Exceptions, or (ii) reject the state of title, in which event this Contract shall be terminated and Purchaser's earnest money shall be refunded in full to Purchaser. Purchaser's failure to reject the state of title under clause (ii) above by written notice within five (5) days after Purchaser is advised of Seller's inability to satisfy any such objectionable matters shall be deemed Purchaser's acceptance of title pursuant to clause (i) above.

(b) During the pendency of this Contract, without Purchaser's prior written consent, which consent shall not be unreasonably withheld, Seller shall not impose any additional covenants, conditions, restrictions, easements or other encumbrances upon title to the Property. If, notwithstanding the foregoing, any matters become conditions or exceptions to the state of title following acceptance of the state of title, Seller shall notify Purchaser of such conditions or exceptions and Purchaser shall have ten (10) days after receipt of such notice to object thereto. In the event Seller is unable to satisfy said objectionable

matters to the reasonable satisfaction of Purchaser and the Title Company within thirty (30) days after receiving notice of such objectionable matters, Purchaser shall either: (i) accept the state of title subject to said objectionable conditions and exceptions without any adjustment in the Purchase Price, in which event said conditions and exceptions shall be deemed Permitted Exceptions; or (ii) reject the state of title, in which event this Contract shall be terminated and of no force and effect, and Purchaser's earnest money shall be refunded in full to Purchaser. Purchaser's failure to reject the state of title under clause (ii) above by written notice within five (5) days after Purchaser is advised of Seller's inability to satisfy any such objectionable matters shall be deemed Purchaser's acceptance of title pursuant to clause (i) above.

(c) Purchaser's obligation to close on the Property hereunder is contingent upon Purchaser being able to obtain, at Purchaser's sole cost and expense, from the Title Company, upon closing, an Owner's Policy of Title Insurance for the Property in the form specified above and in the amount of the Purchase Price, containing no exceptions other than:

- (i) current taxes not yet due and payable;
- (ii) the Permitted Exceptions;
- (iii) the lien of Purchaser's lender; and
- (iv) exceptions created pursuant to the terms hereof and any other matters which have been approved in writing by Purchaser.

If Purchaser is unable to obtain said policy upon closing hereunder, Purchaser may terminate this Contract, and Purchaser's earnest money shall be refunded in full to Purchaser. Notwithstanding anything contained in this Contract to the contrary, in the event necessitated by reason of the exercise of the rights under any of the provisions of this, Section 4, closing (and the obligations of the parties hereto) shall be extended accordingly.

5. Delivery of Documents, etc.: Within ten (10) days following the Acceptance Date, Seller shall deliver the following to Purchaser:

- (a) A copy of all recorded plats affecting the Property, or any part thereof.
- (b) A copy of all covenants and restrictions affecting the Property, or any part thereof.
- (c) A copy of any surveys of the Property in the possession or under the control of Seller, including, but not limited to, outboundary and topographical surveys.
- (d) A copy of any certificates of title, commitments for title insurance or title insurance policies covering the Property, or any part thereof, which are in the possession and control of the Seller.
- (e) A copy of any engineering, soil and hazardous substances studies made of the Property which are in Seller's possession or under Seller's control.

#### 6. Engineering and Feasibility Reviews

(a) Purchaser shall have until 5:00 p.m. on the Contingency Expiration Date to review and inspect those items to be delivered pursuant to Section 5 hereof and to conduct or have conducted on its behalf and at its sole cost and expense, such soil tests, environmental studies, surveys and engineering and market studies as it deems necessary or advisable. Seller hereby grants Purchaser and Purchaser's agents and representatives the right, at Purchaser's sole cost and expense, to access and inspect the Property, cause boundary line and topographical surveys to be prepared, take soil samples, conduct boring and environmental tests and such other engineering investigations and inspections as Purchaser may reasonably require. Purchaser shall indemnify and hold Seller harmless from and against any loss, cost and/or expense (including reasonable attorney's fees and litigation expenses) incurred, sustained by or claimed against Seller by reason of Purchaser's activities upon the Property, and in the event the sale contemplated

under this Contract fails to occur for any reason whatsoever, Purchaser shall restore the Property to the same condition existing prior to such activities.

(b) Purchaser's obligation to consummate the purchase called for herein shall be subject to Purchaser's reasonable satisfaction, within the aforesaid period, with the information contained in the documents to be delivered pursuant to Section 5 hereof and with the results of any independent tests or studies made by or on behalf of Purchaser pursuant to this, Section 6. In the event Purchaser is dissatisfied with any such information or results, Purchaser may, at any time prior to the expiration of the foregoing period, terminate this Contract, in which event Purchaser's earnest money shall be refunded in full to Purchaser and the parties shall be released from all further obligations hereunder.

7. Survey: Purchaser shall, at its sole expense, cause a current survey of the Property to be performed by a registered land surveyor licensed in the State of Missouri. Such survey shall establish the right-of-way dedication strip, if any, and otherwise the edge of any adjoining roadway as the boundary line of the Property. Such survey shall (a) comply with the minimum standard detail requirements established by the American Congress on Surveying and Mapping and the American Land Title Association and shall be certified to Purchaser and the Title Company to be in compliance with the minimum standards for property boundary surveys of the Division of Geology and Land Survey, Missouri Department of Natural Resources; (b) show the boundary lines and legal description of the Property; (c) specify the area, in square feet, of the Property; (d) show the location of all improvements, fences and driveways on the Property and show no encroachments of boundary and building lines, easements and rights-of-way; (e) show the location and course of all visible and recorded easements and rights-of-way and sewage, water, electricity, gas and other utility facilities and conduits upon or adjacent to or servicing the Property; and (f) show access to public rights-of-way to and from the Property on adjacent streets. Purchaser shall, on or before 5:00 p.m. on the Contingency Expiration Date, deliver written notice to Seller of any defects disclosed therein which, in the reasonable judgment of Purchaser, will impair the value of the Property or Purchaser's contemplated use thereof, and Seller shall

have thirty (30) days from the date Purchaser delivers such notice to Seller to cure such defects. In the event Seller is unable to effect such cure, this Contract shall, at Purchaser's sole option, be terminated and of no force and effect, and Purchaser's earnest money shall be refunded in full. The legal description of the Property prepared pursuant to said survey shall be controlling for all purposes hereof.

8. Representations of Seller: The Property is being sold "as-is" without any representation or warranty by Seller.

9. Closing:

(a) The closing of the sale contemplated under this Sales Contract shall occur within thirty (30) days after written notice of satisfaction or waiver of all of the contingencies and conditions precedent contained herein or on such earlier date as the parties may agree. Closing shall take place at the offices of the Title Company or at such other 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 recordable form, conveying the Property to Purchaser;

(ii) An affidavit or other undertaking as may be reasonably 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 County area and shall also pay the cost of any Owner's and Mortgagee's Policies of Title Insurance.

#### 10. Failure to Close:

(a) In the event Purchaser fails to close hereunder for any reason other than Seller's default, Purchaser shall, at Purchaser's sole cost and expense, provide Seller with copies of all materials produced by or for Purchaser relative to the Property including, but not limited to, surveys, soil reports, environmental studies, development plans and drawings.

(b) In the event Purchaser defaults and fails to close hereunder, Seller shall accept Purchaser's earnest money as liquidated and stipulated damages and in lieu of all other remedies at law or in equity, in which event this Contract shall terminate and Purchaser shall have no further right, title or interest of any kind or nature in or to the Property.

(c) In the event Seller shall fail to close hereunder, Seller shall refund to Purchaser all earnest money deposited hereunder; provided, however, nothing herein contained shall be construed as limiting Purchaser's right to specifically enforce this Contract or Purchaser's damages should it elect to pursue the same.

11. Commissions: The parties hereto each represent onto the other that they have not engaged the services of a real estate agent, broker, or

salesperson, (except to the extent discussed in Section 24 hereof), in connection with the instant sale, and that no commission, finder's fee or broker's fee is 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 attorney's fees and court costs, incurred by reason of any claim for such commission or fee contrary to the provisions hereof by reason of the acts of the indemnifying party hereunder.

12. 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) two (2) 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

If to Purchaser: The Jones Company Custom Homes, Inc.  
                              16640 Chesterfield Grove Road  
                              Suite 200  
                              Chesterfield, Missouri 63005  
                              Attention: Howard Chilcutt

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.

14. Survival: There are certain provisions of this Contract which by their terms and by necessity must be completed after closing hereof; any such terms shall survive closing.

15. Time is of the Essence: It is agreed by and between Seller and Purchaser that time is of the essence in this Contract.

16. 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.

17. 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.

18. 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 such documents.

19. 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.

20. 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.

21. 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 in connection herewith.

22. 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.

23. Entire Agreement: This Contract constitutes the entire agreement between the parties.

24. Agency Disclosure: Purchaser and Seller hereby acknowledges 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.

IN WITNESS WHEREOF, the parties have executed this Contract for Sale in the City of St. Louis, State of Missouri, the day and year first above written.

SELLER:

PURCHASER:

THE CITY OF ST. LOUIS,

THE JONES COMPANY CUSTOM HOMES, INC,

a municipal corporation of the state of Missouri

a Missouri corporation

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Clarence Harmon, Mayor  
President and Chief Operating Officer

Howard Chilcutt  
16640 Chesterfield Grove Road  
Chesterfield, Missouri 63005

BY: \_\_\_\_\_

Darlene Green, Comptroller  
636-537-7000

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Ray, City Counselor

\_\_\_\_\_  
Rita Krapf, Register

Exhibit A-1

HOWARD BEND EXCESS PROPERTY

A TRACT OF LAND BEING PART OF LOT 3 OF THE SUBDIVISION OF MOSS HUNTON'S LAND IN U.S. SURVEY 121, TOWNSHIP 45 NORTH, RANGE 4 EAST, SAINT LOUIS COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 2,

PAGE 21 IN THE SAINT LOUIS COUNTY SURVEYOR'S OFFICE, AND BEING MORE

PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A REBAR FOUND AT THE POINT OF INTERSECTION OF THE NORTHWEST LINE OF RELOCATED STATE ROUTE 340 (ALSO KNOWN AS OLIVE STREET ROAD, WHICH WIDTH VARIES) WITH THE LINE BETWEEN LOTS 2 AND 3 OF SAID MOSS HUNTON'S LAND, SAID POINT BEARING NORTH 76 DEGREES

34 MINUTES 34 SECONDS WEST 60 FEET RADIAL DISTANCE FROM CENTERLINE STATION 105+09.95;

THENCE ALONG SAID NORTHWEST LINE OF RELOCATED STATE ROUTE 340 THE FOLLOWING COURSES AND DISTANCES:

SOUTH 25 DEGREES 57 MINUTES 12 SECONDS WEST 304.72 FEET TO A POINT 110 FEET RADIAL DISTANCE NORTHWEST OF CENTERLINE STATION 102+00;

SOUTH 21 DEGREES 37 MINUTES 22 SECONDS WEST 192.28 FEET TO A POINT 110 FEET RADIAL DISTANCE NORTHWEST OF CENTERLINE STATION 100+00;

SOUTH 20 DEGREES 11 MINUTES 55 SECONDS WEST 305.71 FEET TO A POINT 75 FEET RADIAL DISTANCE NORTHWEST OF CENTERLINE STATION 96+86;

SOUTH 30 DEGREES 29 MINUTES 34 SECONDS WEST 57.45 FEET TO A POINT 75 FEET RADIAL DISTANCE NORTHWEST OF CENTERLINE STATION 96+27;

SOUTH 33 DEGREES 22 MINUTES 22 SECONDS WEST 203.52 FEET TO A POINT 75.71 FEET RADIAL DISTANCE NORTHWEST OF CENTERLINE STATION

94+17.94, SAID POINT BEING IN THE EASTERLY  
LINE OF A TRACT OF LAND CONVEYED TO  
ROBERT AND MARY LUSTER , RECORDED IN DEED  
BOOK 7000; PAGE 1838 OF SAINT LOUIS COUNTY  
RECORDS;

THENCE ALONG THE EASTERLY LINE OF SAID LUSTER  
TRACT NORTH 33 DEGREES 11 MINUTES 35 SECONDS WEST  
206.74 FEET TO AN IRON PIPE;

THENCE ALONG THE NORTHERLY LINE OF SAID LUSTER  
TRACT SOUTH 44 DEGREES 13 MINUTES 58 SECONDS WEST  
150.00 FEET TO AN IRON PIPE;

THENCE ALONG THE WESTERLY LINE OF SAID LUSTER  
TRACT SOUTH 33 DEGREES 11 MINUTES 35 SECONDS EAST  
50.00 FEET TO THE NORTHEAST CORNER OF A TRACT OF  
LAND CONVEYED TO HERBERT AUTENRIETH, RECORDED IN  
DEED BOOK 5066; PAGE 511 OF SAINT LOUIS COUNTY  
RECORDS;

THENCE SOUTH 44 DEGREES 13 MINUTES 58 SECONDS WEST  
200.00 FEET TO A POINT IN THE LINE BETWEEN U.S. SURVEY  
121 AND U.S. SURVEY 157, SAID POINT BEARING NORTH 33  
DEGREES 11 MINUTES 35 SECONDS WEST 223.14 FEET FROM  
AN OLD STONE IN THE FORMER NORTHWEST LINE OF OLIVE  
STREET ROAD;

THENCE ALONG SAID LINE BETWEEN U.S. SURVEY 121 AND  
U.S. SURVEY 157 NORTH 33 DEGREES 11 MINUTES 35  
SECONDS WEST 783.84 FEET TO THE SOUTHWEST CORNER OF  
A TRACT OF LAND CONVEYED TO SAINT LOUIS COUNTY,  
RECORDED IN DEED BOOK 7079; PAGE 969 OF SAINT LOUIS  
COUNTY RECORDS;

THENCE ALONG THE BOUNDARY OF SAID SAINT LOUIS  
COUNTY TRACT OF LAND THE FOLLOWING COURSES AND  
DISTANCES;

NORTH 45 DEGREES 51 MINUTES 27 SECONDS  
EAST 482.98 FEET TO A POINT;

NORTH 44 DEGREES 48 MINUTES 23 SECONDS  
WEST 200.28 FEET TO A POINT;

NORTH 64 DEGREES 17 MINUTES 43 SECONDS  
WEST 312.68 FEET TO A POINT;

SOUTH 52 DEGREES 52 MINUTES 00 SECONDS  
WEST 273.00 FEET TO A POINT IN THE LINE  
BETWEEN U.S. SURVEY 121 AND U.S. SURVEY 157;

THENCE ALONG SAID LINE BETWEEN U.S. SURVEY 121 AND  
U.S. SURVEY 157 NORTH 33 DEGREES 11 MINUTES 35  
SECONDS WEST 358.63 FEET TO A POINT IN THE CENTERLINE  
OF A PRIVATE ROAD (20 FEET WIDE);

THENCE ALONG SAID CENTERLINE OF A PRIVATE ROAD THE  
FOLLOWING COURSES AND DISTANCES;

NORTH 00 DEGREES 35 MINUTES 06 SECONDS  
EAST 79.07 FEET TO A POINT;

NORTH 08 DEGREES 52 MINUTES 54 SECONDS  
WEST 165.00 FEET TO A POINT;

NORTH 41 DEGREES 23 MINUTES 54 SECONDS  
WEST 85.00 FEET TO A POINT;

NORTH 54 DEGREES 56 MINUTES 54 SECONDS  
WEST 269.15 FEET TO A POINT IN THE LINE  
BETWEEN U.S. SURVEY 121 AND U.S. SURVEY 157;

THENCE ALONG SAID LINE BETWEEN U.S. SURVEY 121 AND  
U.S. SURVEY 157 NORTH 33 DEGREES 11 MINUTES 35  
SECONDS WEST 147.27 FEET TO AN IRON PIN IN THE  
CENTERLINE OF A PRIVATE ROAD (40 FEET WIDE);

THENCE ALONG SAID CENTERLINE OF A PRIVATE ROAD  
NORTH 56 DEGREES

41 MINUTES 50 SECONDS EAST 375.53 FEET TO AN OLD STONE  
IN THE NORTHEAST CORNER OF SAID LOT 3 OF MOSS  
HUNTON'S LAND;

THENCE ALONG THE LINE BETWEEN LOT 2 AND LOT 3 SOUTH  
57 DEGREES

43 MINUTES 53 SECONDS EAST 2091.17 FEET TO THE POINT OF  
BEGINNING

OF THE TRACT OF LAND HEREIN DESCRIBED, AND  
CONTAINING 39.178 ACRES, MORE OR LESS, ACCORDING TO  
A SURVEY PERFORMED BY THE CITY OF ST. LOUIS IN  
NOVEMBER, 1999.

SUBJECT TO RESTRICTIONS AND EASEMENTS OF RECORD.

(THE CENTERLINE OF SAID RELOCATED STATE ROUTE 340 IS  
TIED TO THIS PROPERTY DESCRIPTION BY COMMENCING AT  
AN OLD STONE FOUND AT THE SOUTHWEST CORNER OF  
SAID LOT 3 OF MOSS HUNTON'S LAND, BEING ALSO THE  
SOUTHWEST CORNER OF THE TRACT OF LAND CONVEYED  
TO CHARLES AND EDNA LANGLEY BY DEED RECORDED IN  
BOOK 5314; PAGE 265 SAINT LOUIS COUNTY RECORDS;

THENCE SOUTH 11 DEGREES 37 MINUTES 36 SECONDS WEST  
83.51 FEET TO CENTERLINE P. C. STATION 89+69.50, WHICH  
HAS A RADIUS POINT BEARING NORTH 45 DEGREES 46  
MINUTES 01 SECONDS WEST 2864.789 FEET;

THENCE ALONG A CURVE TO THE LEFT AN ARC DISTANCE  
OF 1627.91 FEET, WITH A CHORD BEARING NORTH 27  
DEGREES 57 MINUTES 13 SECONDS EAST A DISTANCE OF  
1606.10 FEET TO CENTERLINE EQUATION AND P. T. STATION  
105+97.41 BACK EQUALS CENTERLINE STATION 105+27.85  
AHEAD;

THENCE LEAVING SAID CENTERLINE OF RELOCATED STATE  
ROUTE 34 SOUTH

47 DEGREES 16 MINUTES 43 SECONDS WEST 105.31 FEET TO  
THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN  
DESCRIBED.)

## Exhibit A-2

# INVITATION FOR SUBMISSION OF PROPOSALS FOR SALE OF LAND OWNED BY THE CITY OF ST. LOUIS WATER DIVISION

## PROPOSAL

Sealed proposals for the purchase of approximately 39.63 acres of land owned by the City of St. Louis Water Division will be received in the Office of the Comptroller of the City of St. Louis, Missouri, Room 311, St. Louis City Hall, 1200 Market Street, during regular business hours until 2:00 p.m. Central Daylight Time, April 20, 2000 after which time no bids can be altered or any other bids accepted.

## LOCATION

The land offered for sale is located adjacent to the City's Howard Bend Water Plant at 14845 Olive Boulevard in the city of Chesterfield.

## LEGAL DESCRIPTION

Exact legal description is being revised. It will be mailed as a separate exhibit shortly.

## CONDITIONS PRECEDENT TO SELLER'S OBLIGATION

The Water Division's Bond Covenants require the opinion of a Water Consultant that the property "is not useful in the operation thereof" of the Waterworks System. The opinion of the Water Consultant should be available during the advertising period and may contain conditions or contingencies which must be met for this opinion to be rendered.

The sale of this property is subject to the passage of enabling legislation by the Board of Aldermen of the City of St. Louis and signing into law by its Mayor.

## GENERAL TERMS OF SALE

1. The description of the property set forth in the invitation for proposals is believed to be correct, but any error or omission shall not constitute grounds or reason for nonperformance of the contract of sale, of claim by purchaser for allowance, refund or deduction from the purchase price.
2. The property is offered for sale and will be sold "As Is" without representation, warranty or guaranty as to quantity, quality, character,

condition, size or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for allowance or deduction upon such grounds will be considered.

3 The Seller reserves the right to accept or reject any and all proposals; and the receipt of a proposal form shall not be an acceptance of a proposal.

The successful bidder agrees to assume possession of the property on the date of closing.

All proposals must be accompanied by an earnest money deposit in the amount of 5% of proposed purchase price. This deposit is to be in the form of a cashier's check, made payable to the City of St. Louis. Deposits of unsuccessful bidder will be returned after the acceptance by the City of St. Louis of the successful bid proposal. The deposit of the successful bidder will be retained as earnest money and will become part of the overall cash consideration.

It should be understood that any financing contingency contained in the offer of the successful bidder shall be for the purpose of allowing awardee sufficient time to secure financing.

It should be understood that any zoning contingency contained in the offer of the successful bidder shall be for the purpose of allowing awardee sufficient time to obtain requested zoning changes.

There are two communications towers on the site, the larger of the two is on an easement granted to St. Louis County. The second is a temporary installation which should be removed from the site by the end of March 2000.

Main access to the water plant currently passes through the property in question. Purchaser must either maintain the existing access road or make other provisions so as to allow unimpeded and unrestricted vehicle access across the property from Olive Street Road to the Seller's Property known as the Howard Bend Treatment Plant for employees, visitors, agents, contractors, and the transport of equipment, materials, and supplies and any other use deemed necessary at the seller's sole discretion. Where relocation of access roadways is required, the Purchaser shall construct and maintain such access roadways for use by Seller as specified earlier.

Purchaser must maintain continued uninterrupted service of utilities to the Howard Bend Treatment Plant including, but not necessarily limited to, electric, natural gas and telephone service. Presently, a high-voltage overhead electric feed runs from

Olive Street Road to the treatment plant in easement. Telephone and natural gas services lie adjacent to the existing access road and must be either maintained or relocated at purchaser's expense.

An existing easement for St. Louis County Water Company and vehicle access to the St. Louis County police facility and emergency response center crosses the property.

Purchaser shall certify that its uses and improvements to the property will not increase the instantaneous flow of storm water runoff in natural or improved drainage ways immediately downstream of the boundaries of the property.

Any title evidence which may be desired by the successful bidder will be procured by him at this sole cost and expense. The Seller will, however, cooperate with the successful bidder or his authorized agent in this connection, and will permit examination and inspection of such deeds, judgements in condemnation proceedings or other documents relating to the title of the premises and property involved as it may have available. It is understood that the Seller will not be obligated to pay for any expenses incurred in connection with title matters or survey of the property.

If a bid for the purchase of the property is accepted and the contingencies, if any, referred to in Section 6 and 7 above and the condition referred to under "Conditions Precedent to Seller's Obligation" are satisfied, conveyance of Seller's interest therein will be made by a Quit Claim Deed.

The invitation to submit proposals and the proposal, when accepted by the Seller, shall constitute the basis for a sales contract between the successful bidder and the Seller. Such agreement shall conform to the terms and conditions referred to in the proposal document. No oral statements or representation made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract or any interest therein be transferred or assigned by the successful bidder, without consent of the Seller, and any assignment transaction without such consent shall be void and earnest money forfeited.

Proposals will be evaluated on the following: intended purpose, compatibility with surrounding uses and purchase price. Each bidder should give a brief description of their planned usage for the entire site.

#### ADDITIONAL INFORMATION

If any bidder has any questions or needs clarification on any documents in this packet, they should contact the Comptroller's Office Asset Management Section at 314-589-6015 or 622-4830.

Notice by the Seller of acceptance or rejection of a bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his duly authorized representative at the address indicated in the bid documents.

Send all proposals to: Office of the Comptroller,  
 Asset Management Section  
 Room 311, St. Louis, City Hall  
 1200 Market, St. Louis, Missouri 63103

<b>Legislative History</b>				
<b>1ST READING</b>	<b>REF TO COMM</b>	<b>COMMITTEE</b>	<b>COMM SUB</b>	<b>COMM AMEND</b>
06/30/00	06/30/00	W&M		
<b>2ND READING</b>	<b>FLOOR AMEND</b>	<b>FLOOR SUB</b>	<b>PERFECTN</b>	<b>PASSAGE</b>
07/14/00			07/21/00	07/21/00
<b>ORDINANCE</b>	<b>VETOED</b>	<b>VETO OVR</b>	<b>SIGNED BY MAYOR</b>	
65026			08/02/00	