

1 An ordinance authorizing and directing the Mayor and Comptroller of the City of St.
2 Louis to execute a Quit Claim Deed to Myrtle Hilliard Davis Comprehensive Health
3 Centers, Inc. for certain City-owned property located in City Block 3677, which property
4 is described in Exhibit A, upon receipt of and in consideration of the sum of One Dollar
5 (\$1.00), and containing an emergency clause.

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

7 **SECTION ONE.** The Mayor and Comptroller are hereby authorized and directed to
8 execute, the Contract for the Sale of Real Estate, in substantially the form as attached
9 hereto as **Exhibit A** and incorporated by reference herein, with Myrtle Hilliard Davis
10 Comprehensive Health Centers, Inc. for certain City-owned property located in City
11 Block 3677 and which is more fully described in said **Exhibit A**.

12 **SECTION TWO.** The Mayor and Comptroller are hereby authorized and directed to
13 execute, upon receipt of, and in consideration of, the sum of One Dollar (\$1.00) and
14 other valuable consideration, and after satisfaction of all the terms and conditions of the
15 Contract for Sale of Real Estate, the Quit Claim Deed attached hereto as **Exhibit B** and
16 incorporated by reference herein, to remise, release and quit-claim unto Myrtle Hilliard
17 Davis Comprehensive Health Centers, Inc. certain City-owned property located in City
18 Block 3677, which property is more fully described in said Quit Claim Deed.

19 **SECTION THREE.** Emergency Clause. This ordinance, being necessary for the
20 immediate preservation of public peace, health, safety, and general welfare, shall be
21 and is hereby declared to be an emergency measure within the meaning of Sections 19

1 and 20 of Article IV of the Charter of the City of St. Louis and, as such, this ordinance
2 shall take effect immediately upon its passage and approval by the Mayor.

Date: January 8, 2016

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Board Bill #269 Sponsor: Alderman Samuel L Moore

EXHIBIT A

**CONTRACT FOR SALE
OF REAL ESTATE**

This Contract is made and entered into this _____ day of _____, 2016, by and between the City of St. Louis, Missouri, a municipal corporation of the State of Missouri, 1200 Market Street, Saint Louis, Missouri 63103, referred to as Seller, and Myrtle Hilliard Davis Comprehensive Health Centers, Inc., a Missouri nonprofit corporation, whose address is 5471 Dr. Martin Luther King Drive, St. Louis Missouri 63112-4299 hereinafter referred to as Buyer.

In consideration of the covenant and agreements of the respective parties, as hereinafter set forth, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and take from Seller, the real property situated in the City of St. Louis, State of Missouri, further described as:

A tract of land being all of lots 1 through 8 and all of lots 12 through 41 and the southern two feet of lot 9 all in block 5 of the Estate of Honorable Robert Wash a subdivision filed for record in plat book 6 page 89 and those portions of St. Ferdinand vacated by ordinance 47509 and those portions of a 15 foot wide North and South alley vacated by ordinance 47509 and that portion of a 15 foot wide East and West alley vacated by ordinance 47509 and being part of St. Louis City Block 3677, St. Louis City, Missouri and further described as:

Beginning at the Southernmost corner of St. Louis City Block 3677, said point being where the West line of Whittier Street (formerly Wash Ave. 60 feet wide) intersects the North line of North Market (formerly Parsons Street, 50 feet wide); thence North 61 degrees 05 minutes 42 seconds West along the north line of North Market as previously mentioned a distance of 526.85 feet to a point on the East line of Annie Malone Drive (formerly Goode Avenue, 60 feet wide); thence leaving said North Market 27 degrees 54 minutes 39 seconds East along the East line of said Annie Malone Drive a distance of 206.00 feet to the most Western corner of a tract conveyed to St. Philip's Evangelical Lutheran Church by a deed recorded in book 6892 at page 487 in the St. Louis City Land Records; thence leaving the East line of Annie Malone Drive South 61 degrees 05

minutes 42 seconds East along the Southern line of the St. Philip's Evangelical Lutheran Church tract and the prolongation thereof a distance of 144.99 feet to a point, said point being on the Eastern line of a 15 foot wide North and South alley; thence leaving said Southern line North 27 degrees 18 minutes 23 seconds East along the East line of said alley as previously mentioned and the prolongation thereof a distance of 123.95 feet to a point in the North line of vacated St. Ferdinand Drive (50 feet wide); thence leaving said alley prolongation South 60 degrees 57 minutes 00 seconds East along the North line of said vacation a distance of 389.26 feet to a point on the West line of Whittier Street; thence South 28 degrees 58 minutes 04 seconds West a distance of 327.89 feet to the point of beginning and containing 156,720 square feet or 3.60 acres more or less.

Together with all improvements (including buildings) and appurtenances thereto and thereon, and all right, title and interest of Seller in and to all of said property (hereinafter collectively referred to as the "Real Estate"). Title shall be marketable in fact and Seller shall convey marketable title by quit claim deed, which quit claim deed shall be in form satisfactory to and approved by the City Counselor of the City of Saint Louis.

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

1. Purchase Price.

The total purchase price of the Real Estate is One Dollar (\$1.00) subject to the provisions contained herein. The Real Estate is being sold to Buyer for nominal consideration so that Buyer may pursue and obtain a federal grant to construct, and actually construct, a new health clinic on the real estate. The Real Estate will only be used by Buyer for the operation of a health clinic.

2. Contingencies.

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

B. Notwithstanding anything herein to the contrary, this Contract, and Buyer's obligation to close, are contingent on the following:

- (i) Buyer obtaining from a title company a title insurance commitment for an Owner's Title Insurance Policy, subject only to exceptions acceptable to Buyer, and containing no restrictions on Buyer's

intended use of the Real Estate except as set forth in the quit claim deed to Buyer.

- (ii) Buyer obtaining a survey of the property showing no boundary disputes or encroachments that would restrict Buyer's use of the Real Estate.

- C. Buyer at Buyer's expense may conduct such due diligence as Buyer deems appropriate concerning the Property. Seller authorizes Buyer and Buyer's representative to conduct such inspections on the Property and Buyer deems appropriate in order to complete its due diligence, including, but not limited to surveys and environmental inspections. Buyer agrees to indemnify and hold Seller harmless against all expense and liability arising from any personal injury or property damage caused by Buyer's due diligence.

3. Conveyance of Title.

Conveyance shall be by quit claim deed. Seller shall tender to Buyer fee simple title to the Real Estate by quit claim deed, in form approved by the City of St. Louis City Counselor's Office; and Buyer to pay all closing, title insurance and recording fees. The quit claim deed to Buyer will contain a right (or rights) of reverter in favor of the Seller in the event that (i) Buyer fails to obtain a federal grant to construct a new health clinic on the Real Estate on or before the 1st day of April, 2017 or (ii) Buyer obtains such a grant but fails to complete construction of a new health clinic on the Real Estate on or before the 1st day of April, 2018. The deed to Buyer will also contain certain use restrictions on the use of the Real Estate by Buyer. The form of quit claim deed is attached to this Contract as **Exhibit 1**.

4. Taxes / Miscellaneous Claims.

Seller warrants that there are no outstanding real estate taxes, liens, judgments, or violations of any kind levied against the Real Estate, and there shall be none owed at closing.

5. Liens / Judgments / Violations.

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

6. Personal Property; Condition of Real Estate.

It is expressly understood by the parties hereto that there is no personal property located on the Real Estate which is being conveyed to Buyer under this Contract. EXCEPT WITH RESPECT TO THOSE WARRANTIES EXPRESSLY MADE HEREIN, IF ANY, SELLER HEREBY DISCLAIMS ALL WARRANTIES, IMPLIED OR EXPRESS, WRITTEN OR ORAL, AS TO THE REAL ESTATE. SELLER HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY EXPRESS OR IMPLIED WARRANTY AS TO THE QUALITY OR CONDITION OF THE REAL ESTATE, OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER. THE REAL ESTATE IS TO BE CONVEYED TO BUYER IN ITS "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES TO BUYER AS TO WHETHER THERE ARE ANY HAZARDOUS MATERIALS OR SUBSTANCES LOCATED ON OR ABOUT THE REAL ESTATE OR WHETHER THE REAL ESTATE IS IN COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS, AND BUYER ASSUMES ALL RESPONSIBILITY FOR THE SAME, INCLUDING ALL COSTS OF REMEDIATING OR REMOVING HAZARDOUS MATERIALS OR SUBSTANCES OR CAUSING THE REAL ESTATE TO COMPLY WITH APPLICABLE ENVIRONMENTAL LAWS. BUYER SHALL INDEMNIFY SELLER AGAINST AND HOLD SELLER HARMLESS FROM ANY CLAIMS, JUDGMENTS, COSTS, ATTORNEYS' FEES, OR OTHER EXPENSES INCURRED BY SELLER IN CONNECTION WITH ANY CLAIMS RELATING TO HAZARDOUS MATERIALS OR SUBSTANCES. BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION OF SELLER, IMPLIED OR EXPRESS, WRITTEN OR ORAL AS TO THE CONDITION OR QUALITY OF THE REAL ESTATE AND BUYER AGREES TO PURCHASE THE REAL ESTATE IN ITS "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. BUYER REPRESENTS AND WARRANTS TO SELLER THAT BUYER IS FAMILIAR WITH THE CONDITION OF THE REAL ESTATE AND THE CONDITION OF THE REAL ESTATE IS SATISFACTORY TO BUYER IN EVERY RESPECT.

7. Possession.

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

8. Closing.

Delivery of the quit claim deed conveying title shall be concurrent with the

Buyer's payment of the purchase price set forth herein. The closing date ("Closing Date") for the foregoing sale shall be on a date which is mutually agreed. The closing of the sale ("Closing") shall take place at the Title Company. The Closing of the sale is contingent upon satisfaction or waiver of all contingencies or conditions precedent set forth in this contract. Title will pass when sale is closed.

9. Broker.

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

10. Entire Agreement.

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

11. Time of Essence.

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

12. Missouri Law Governs.

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

13. Cooperation - Additional Documents.

Buyer and Seller agree to cooperate and to sign any documents reasonably required to close this transaction, or to effect any related matters to the Real Estate, including without limitation, issuance of a title insurance policy to Buyer, as well as boundary or resubdivision plats, street and alley vacation petitions and plats, and Seller providing any existing records, reports, surveys, etc. in its possession concerning the Real Estate.

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

Myrtle Hilliard Davis
Comprehensive Health Centers, Inc.

City Of St. Louis

By: _____
Angela R. Clabon
Chief Executive Officer
(Buyer)

By: _____
Darlene Green
Comptroller
(Seller)

Approved as to form:

Michael A Garvin
City Counselor

Attest:

Parrie L. May
City Register

Exhibit B

(Also Exhibit 1 to the Contract for Sale of Real Estate)

QUIT CLAIM DEED

THIS DEED, made and entered into this _____ day of _____ 2016, 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 (Grantor), and Myrtle Hilliard Davis Comprehensive Health Centers, Inc., a Missouri nonprofit corporation, with an address of 5471 Dr. Martin Luther King Drive, St. Louis Mo. 61112-4299 (Grantee).

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) to it paid by the said Grantee, the terms, conditions, covenants, and agreements set forth in this Deed, and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents Remise, Release, and Quit-Claim unto the said Grantee, the following described Real Estate, situated in the City of Saint Louis and State of Missouri, to-wit (the "Premises"):

A tract of land being all of lots 1 through 8 and all of lots 12 through 41 and the southern two feet of lot 9 all in block 5 of the Estate of Honorable Robert Wash a subdivision filed for record in plat book 6 page 89 and those portions of St. Ferdinand vacated by ordinance 47509 and those portions of a 15 foot wide North and South alley vacated by ordinance 47509 and that portion of a 15 foot wide East and West alley vacated by ordinance 47509 and being part of St. Louis City Block 3677, St. Louis City, Missouri and further described as:

Beginning at the Southernmost corner of St. Louis City Block 3677, said point being where the West line of Whittier Street (formerly Wash Ave. 60 feet wide) intersects the North line of North Market (formerly Parsons Street, 50 feet wide); thence North 61 degrees 05 minutes 42 seconds West along the north line of North Market as previously mentioned a distance of 526.85 feet to a point on the East line of Annie Malone Drive (formerly Goode Avenue, 60 feet wide); thence leaving said North Market 27 degrees 54 minutes 39 seconds East along the East line of said Annie Malone Drive a distance of 206.00 feet to the most Western corner of a tract conveyed to St. Philip's Evangelical Lutheran Church by a deed recorded in book 6892 at page 487 in the St. Louis City Land Records; thence leaving the East line of Annie Malone Drive South 61 degrees 05 minutes 42 seconds East along the Southern line of the St. Philip's Evangelical Lutheran Church tract and the prolongation thereof a distance of 144.99 feet to a point, said point being on the Eastern line of a 15 foot wide North and South alley; thence leaving said Southern line North 27 degrees 18 minutes 23 seconds East along the East line of said alley as previously mentioned and the prolongation thereof a distance of 123.95 feet to a point in the North line of vacated St. Ferdinand Drive (50 feet wide); thence leaving said alley prolongation South 60 degrees 57 minutes 00 seconds East along the North line of said vacation a distance of 389.26 feet to a point on the West line of Whittier Street; thence South 28 degrees 58 minutes 04 seconds West a distance of 327.89 feet to the point of beginning and containing 156,720 square feet or 3.60 acres more or less.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to its heirs and assigns, so that, subject to the terms, conditions, covenants, and agreements contained in this Deed, neither the said Grantor, not its successors or assigns, 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, subject to the terms, conditions, covenants, and agreements contained in this Deed, by these presents, be excluded and forever barred.

Notwithstanding anything in this Deed to the contrary, the conveyance of the Premises to the Grantee is subject to the following terms, conditions, covenants, and agreements:

1. Grantee covenants and agrees that the Premises shall only be used for the purpose of operating a health clinic and related appurtenances and uses. This covenant shall not release the Grantee from obtaining any governmental approvals required for such use, whether such approvals are to be obtained from the Grantor or any other jurisdiction. Grantee covenants and agrees to comply with all applicable laws and ordinances, including, without limitation, all ordinances of the Grantor relating to access and prohibiting discrimination on the basis of race, gender, or other classification.

2. The Premises are being conveyed to Grantee for nominal consideration so that Grantee may pursue a federal grant to demolish the existing improvements on the Premises and construct a new health clinic building on the Premises (the "New Clinic"). The New Clinic shall be constructed by Grantee in accordance with all applicable laws and ordinances.

3. In the event that Grantee fails to obtain the federal grant to demolish the existing improvements and construct the New Clinic on or before the 1st day of April, 2017 (the "Grant Deadline Date"), then the fee ownership of, and title to, the Premises shall immediately and unconditionally revert to the Grantor.

4. In the event that the Grantee does obtain the federal grant to demolish the existing improvements and construct the New Clinic on or before the Grant Deadline Date but fails to complete construction of the New Clinic on or before the 1st day of April, 2018 (the "Construction Deadline Date"), then, subject to the terms of the following Section 5, the fee ownership of, and title to, the Premises shall immediately and unconditionally revert to the Grantor.

5. If, in Grantor's reasonable judgment, Grantee has made substantial progress toward completion of the New Clinic, Grantor may extend the Construction Deadline Date for a period not to exceed 24 months. If, at the end of the extension of the Construction Deadline Date, the New Clinic is not complete, the fee ownership of, and title to, the Premises shall immediately and unconditionally revert to the Grantor.

6. In the event that fee ownership of, and title to, the Premises reverts to the Grantor for any reason under this Deed, Grantee hereby releases and waives any claims to compensation for work done by Grantee or in connection with the New Clinic.

7. The foregoing terms, conditions, covenants, and agreements shall run with the land and bind the Premises, and be binding upon the successors and assigns of the parties hereto for a period of 40 years from the date of this Deed first set forth above.

[The remainder of this page is intentionally blank-signature page follows.]

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

THE CITY OF SAINT LOUIS
(Grantor)

Myrtle Hilliard Davis
Comprehensive Health Centers, Inc.
(Grantee)

BY: _____
Francis G. Slay
Mayor

By: _____
Angela R. Clabon
Chief Executive Officer

BY: _____
Darlene Green
Comptroller

Attest:

Parrie L. May
City Register

Approved as to form:

Michael A. Garvin
City Counselor

