

ORDINANCE #65807
Board Bill No. 402

An ordinance authorizing the Mayor and the Comptroller to execute a quit-claim deed to the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the "Agency") to amend the legal description of all of the right, title, and interest in certain property conveyed by the City of St. Louis as authorized by Ordinance 62241; and containing an emergency clause.

WHEREAS, pursuant to the authorization of Ordinance 62241, the Mayor and the Comptroller, acting on behalf of the City of St. Louis, executed and delivered a quit-claim deed in the form of an Agreement titled Easements for Metro Link Light Rail Transit System (the "Quit-Claim Deed") on behalf of the City of St. Louis, conveying portions of easements or other rights owned and held by the City of St. Louis, by virtue of licenses, easements, ordinances or other manner, to the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the "Agency"); and

WHEREAS, by the Quit-Claim Deed, the City granted the Agency 48 easements on public right-of-ways for the construction, reconstruction, operation, maintenance and repair of the Metro Link Light Rail Urban Mass Transit System; and

WHEREAS, a certain property description contained in the Quit-Claim Deed was erroneous and should be corrected; and

WHEREAS, it is necessary that this Board of Aldermen take appropriate official action respecting the authorization of the execution, attestation, acknowledgment, delivery and recordation of a quit-claim deed to correct a certain legal description;

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

SECTION ONE. The Board of Aldermen finds that the correction of the legal description of certain of the property conveyed to the Agency is necessary and in the public interest and is in the interest of the public health, safety, morals, and general welfare of the people of the City.

SECTION TWO. The Mayor and Comptroller are hereby authorized and directed to execute, attest, acknowledge, deliver and record a quit-claim deed to the Bi-State Development Agency of the Missouri-Illinois Metropolitan District which shall read in words and figures in substantially the following form, with such modifications and revisions therein including the insertion of legal descriptions and other attachments as are called for in such documents, and such affidavits, and certificates, all as are consistent with the provisions of this Ordinance and the officers executing same, such officers' signatures thereon being conclusive evidence of the approval thereof (copies of such executed documents shall be filed in the records of the City):

QUIT-CLAIM DEED

THIS DEED, made and entered into this ____ day of _____, 2003, by and between THE CITY OF ST. LOUIS, MISSOURI, an instrumentality of government created pursuant to the laws of the State of Missouri with its principal office located at 1200 Market Street in the City of St. Louis, State of Missouri 63103 ("Grantor"), and THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT, a body politic and corporate, having its principal place of business at 707 North First Street in the City of St. Louis, State of Missouri 63102 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by Grantee, the receipt of which is hereby acknowledge, does by these presents **Remise, Release and forever Quit-Claim** unto Grantee, an easement on, over, under, or across certain hereinafter described portions of easements or other rights owned and held by Grantor on certain Real Estate situated in the City of St. Louis and State of Missouri, more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

This Deed is subject to all of the terms, provisions and covenants contained in that certain Easements For Metro Link Light Rail Transit System Agreement ("Agreement") dated July 1, 1991 by and between Grantor and Grantee named herein, which was recorded at Book M871 page 2062 of the St. Louis City Records. The terms of said Agreement are incorporated herein by this reference as if fully set forth herein.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto Grantee and to the heirs, successors and assigns of Grantee forever. So that neither the Grantor, nor its heirs, successors and assigns, nor any other person or persons for them or in their 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, Grantor and Grantee have hereunto set their hands the day and year first above written.

GRANTOR:

THE CITY OF ST. LOUIS

Francis Slay, Mayor

Darlene Green, Comptroller

Approved as to form:

Deputy City Counselor

Register

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

On this ____ day of _____, 2003, before me appeared Francis Slay, Mayor, and Darlene Green, Comptroller, to me personally known, who being by me duly sworn, did say that they are the Mayor and the Comptroller, respectively, of the City of St. Louis, an instrumentality of government created pursuant to the laws of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said governmental entity, and that said instrument is the seal of said governmental entity, and the said instrument was signed and sealed on behalf of said governmental entity, with due authority, and said Mayor and Comptroller acknowledged said instrument to be the free act and deed of said governmental entity.

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

Notary Public

My Commission Expires:

GRANTEE:

BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS
METROPOLITAN DISTRICT

By: _____
Larry E. Salci, Executive Director

ATTEST:

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

On this ____ day of _____, 2003, before me appeared Larry E. Salci, to me personally known, who, being by me duly sworn, did say that he is the Executive Director of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, a body politic and corporate organized and existing pursuant to Chapter 70 of the Revised Statutes of Missouri, as amended, and Chapter 127 of the Illinois Statutes Annotated; that the seal affixed to the foregoing instrument is the corporate seal of said agency, and said Larry E. Salci acknowledged said instrument to be the free act and deed of said agency.

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

Notary Public

My Commission Expires:

[EXHIBITS TO QUIT-CLAIM DEED TO FOLLOW]

SECTION THREE. This Ordinance being deemed necessary for the preservation of the public peace, safety, health and welfare, it is hereby declared to be an emergency ordinance within the meaning of Article IV, Sections 19 and 20, of the Charter of the City of St. Louis, and therefore this Ordinance shall become effective immediately upon its passage and approval by the Mayor.

Clerk, Board of Aldermen

President, Board of Aldermen

Approved: Date: _____

Mayor

Truly Engrossed and Enrolled

Chairman

Part of Theresa Avenue, 80 feet wide, lying between City Blocks 2209 and 2215 in the City of St. Louis, Missouri, and being more particularly described as follows:

Beginning at the intersection of the westerly line of said Theresa Avenue and the southerly line of Scott Avenue, 60 feet wide, said point also being the northeast corner of City Block 2209; thence across Theresa Avenue at right angles to the said westerly line South 75 degrees 16 minutes 23 seconds East 80.00 feet to the easterly line of Theresa Avenue; thence along said easterly line South 14 degrees 43 minutes 37 seconds West 258.34 feet to the southerly right-of-way line of the Norfolk Southern Railway Company; thence across said Theresa Avenue North 59 degrees 44 minutes 25 seconds West 83.03 feet to the intersection of the westerly line of Theresa Avenue and the southerly right-of-way line of said railroad; thence along said westerly line North 14 degrees 43 minutes 37 seconds East 236.10 feet to a the point of beginning. EXCEPTING THEREFROM the Southern 100 feet, more or less, conveyed to Burlington Northern Railroad Company by instruments recorded in Book 1066M page 1 and Book 1066M page 81.

Approved: February 14, 2003