

ORDINANCE #66250
Board Bill No. 412
Committee Substitute

An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute, upon receipt of and in consideration of the sum of Five Hundred Forty Thousand Dollars (\$540,000.00) and other good and valuable consideration, a Quit Claim Deed to remise, release and forever quit-claim unto The City of Bellefontaine Neighbors, certain City-owned property located in St. Louis County, Missouri, which property is known as an irregular parcel of land containing 49 acres more or less; authorizing and directing the Mayor of the City of St. Louis to execute a Release to release and quit-claim to The City of Bellefontaine Neighbors, Missouri any right or reversionary interest that the City of St. Louis may have in certain property owned by the State of Missouri and contiguous to the City-owned property; and containing an emergency clause.

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

SECTION ONE. The Mayor and Comptroller are hereby authorized and directed to execute the Real Estate Purchase Option, substantially in the form as attached hereto as Exhibit B, incorporated herein by reference and, upon receipt of and in consideration of the sum of Five Hundred Forty Thousand Dollars (\$540,000.00) and other good and valuable consideration, the Quit Claim Deed, substantially in the form as attached hereto as Exhibit A-1, to remise, release and forever quit-claim unto The City of Bellefontaine Neighbors, certain City-owned property located in St. Louis County, Missouri, which property is known as an irregular parcel of land containing 49 acres more or less, and which is more fully described in said Exhibit A-1.

SECTION TWO. The Mayor and Comptroller are hereby authorized and directed to execute the Release, substantially in the form as attached hereto as Exhibit C, incorporated herein by reference, to release and quit-claim to The City of Bellefontaine Neighbors, Missouri any right or reversionary interest that the City of St. Louis may have in certain property owned by the State of Missouri, and contiguous to the City-owned property located in St. Louis County, Missouri which State-owned property is more fully described in said Exhibit C.

SECTION THREE. Emergency Clause. This ordinance, being necessary for the immediate preservation of public peace, health, safety, and general welfare, shall be and is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and, as such, this ordinance shall take effect immediately upon its passage and approval by the Mayor.

Exhibit A-1

QUIT CLAIM DEED

THIS DEED, made and entered into this ____ day of _____, 2004, by and between the City of Saint Louis, a municipal corporation of the State of Missouri, 1200 Market Street, St. Louis, Missouri 63103, (Grantor), and The City of Bellefontaine Neighbors, whose address is 9641 Bellefontaine Road, St. Louis, Missouri 63137, (Grantee).

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) to it paid by the said Grantee, 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 County of Saint Louis and State of Missouri, to-wit:

See Exhibit A attached hereto and incorporated into this deed

Subject to restrictions, covenants, and easements of record.

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 neither the said Grantor, 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 Grantor and Grantee have executed these presents the day and year first above written.

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERN LINE OF INTERSTATE I-270, WITH THE WESTERN LINE OF PROPERTY, NOW OR FORMERLY, OF JOHN P. POTT, BEING ALSO THE EASTERN LINE OF HATHAWAY MANOR NO. 13; THENCE N 89° 41' 30" E 406.55 FEET AND S 89° 00' E 502.66 FEET, ALONG THE SOUTHERN LINE OF SAID INTERSTATE I-270, TO THE EASTERN LINE OF SAID JOHN P. POTT PROPERTY; THENCE S 0° 39' 30" W 2364.85 FEET ALONG THE EASTERN LINE OF SAID JOHN P. POTT PROPERTY, TO ITS SOUTHEASTERN CORNER, IN THE SOUTHERN LINE OF SAID SECTION 32; THENCE N 89° 06' 30" W 909.15 FEET, ALONG THE SOUTHERN LINE OF SAID SECTION 32, BEING ALSO THE SOUTHERN LINE OF SAID TOWNSHIP, TO THE SOUTHWESTERN CORNER OF SAID JOHN P. POTT PROPERTY; THENCE N 0 ° 39' 30" E 2357.29 FEET, ALONG THE WESTERN LINE OF SAID JOHN P. POTT PROPERTY, AND ALONG THE EASTERN LINE OF HATHAWAY MANOR NO. 5, HATHAWAY MANOR NO. 16, AND SAID HATHAWAY MANOR NO. 5, TO THE POINT OF BEGINNING, AND CONTAINING 49 ACRES±.

EXHIBIT B

CONTRACT AMENDMENT AUTHORIZING EXTENSION OF THE "OPTION TERM"
CREATED BY THAT CERTAIN "REAL ESTATE PURCHASE OPTION"
BY AND BETWEEN THE CITY OF ST. LOUIS AND
THE CITY OF BELLEFONTAINE NEIGHBORS
DATED OCTOBER 21, 1998

This Agreement, dated this 1st day of January 2003, is made and entered by and between the City of St. Louis, a municipal corporation of the State of Missouri and the City of Bellefontaine Neighbors.

WHEREAS, the parties hereto have previously executed a certain REAL ESTATE PURCHASE OPTION dated October 21, 1998, which Agreement is attached hereto as Exhibit A and is incorporated herein by this reference as if fully set out.

AND WHEREAS, the parties hereto desire to amend the aforementioned REAL ESTATE PURCHASE OPTION, (Exhibit A), in a manner whereby the "Option Term" (as defined therein) is extended until December 31, 2004, 5:00 p.m.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The "Option Term" referenced in Section 2 of the aforementioned REAL ESTATE PURCHASE OPTION attached hereto as Exhibit A is hereby extended until 5:00 p.m., December 31, 2004.
2. All other terms and provisions of the aforementioned REAL ESTATE PURCHASE OPTION attached hereto as Exhibit A shall remain in full force and effect. Nothing contained herein shall be construed as a modification of any terms or provisions, (other than the aforementioned "Option Term" extension), contained in the aforementioned REAL ESTATE PURCHASE OPTION attached hereto as Exhibit A.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals on the day and year first written above.

OPTIONEE:
City of Bellefontaine Neighbors, Missouri

Signed Marty Rudloff
Mayor, City of Bellefontaine Neighbors

Attest:

Signed Charlotte Youngman
City Clerk

OWNER:
This Agreement as approved by the Board of Estimate & Apportionment of the City of St. Louis on 4/22/03

Signed Yudora L. Mason

Secretary, Board of Estimate & Apportionment of the City of St. Louis

REAL ESTATE PURCHASE OPTION

This Agreement, dated this 21st day of October 1998, by and between the City of St. Louis, a municipal corporation of the state of Missouri, ("Owner"), and The City of Bellefontaine Neighbors, ("Optionee").

The parties hereto state as follows:

- A. The parties acknowledge that this Agreement shall be of no force or effect, and this Agreement shall not be binding upon the parties hereto, unless and until all local requirements pertaining to execution of same by the parties hereto have been satisfied. Specifically, Optionee acknowledges that this Agreement shall not be binding upon Owner unless and until Owner's Board of Aldermen considers, approves, and passes legislation, (pursuant to the Charter, code, and ordinances of the City of St. Louis), and same finally becomes law in accordance with said Charter, code, and ordinances.
- B. Owner holds fee simple title to certain real estate located in St. Louis County, Missouri, further described in Exhibit A attached hereto, ("Real Estate"), and subject to certain restrictions of record.
- C. Optionee wishes to acquire an option on the Real Estate.
- D. Owner intends and desires to grant Optionee the option to purchase the Real Estate and Optionee intends and desires to acquire the option to purchase the Real Estate pursuant to the terms hereinafter provides.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained hereinafter, the payment by optionee to Owner of One Hundred Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to satisfaction of the conditions precedent and limitations set forth in Section A, above, the parties agree as follows:

1. Owner hereby grants to Optionee the option to purchase the Real Estate, upon the terms and conditions set forth hereinafter, for the purchase price of not less than Five Hundred Forty Thousand Dollars, (\$540,000.00), payable at closing, subject to standard prorations and adjustments and upon terms approved by Owner's City Counselor.
2. Optionee's right to exercise the aforementioned Option shall expire at 5:00 p.m., August 31, 1999. The period between the execution of this Option Agreement and August 31, 1999 shall be deemed, for purposes of this Agreement, the "Option Term". In the event of Optionee's failure to exercise the Option within the stated period of time for any reason, the Option shall expire and Owner shall be free of all obligations under this Agreement.
3. Optionee may exercise the Option only by written notice to Owner electing to close on the purchase of Real Estate in accordance with the terms of this Agreement. The written notice shall propose a closing date.
4. If the Option is exercised, the closing shall occur at a time and place mutually agreeable to the parties, but such closing date need not take place within the Option Term.
5. To the extent permitted by law, Owner hereby represents to Optionee that the Real Estate is not subject to any sale contract or other agreement concerning the transfer or lease of the Real Estate and Owner shall not, without Optionee's prior written consent, enter into any such sale contract or agreement with respect to the Real Estate or convey any interest in the Real Estate at any time prior to the expiration of the Option Term.
6. Notices shall be sent by hand delivery, telecopy (if confirmed and followed by hard copy), or U.S. Mail by Certified Mail, Return Receipt Requested, postage prepaid, to the parties as set forth below:

Owner: Comptroller
 Attention: Asset Manager
 Room 311 City Hall
 St. Louis, Missouri 63103

With a copy to:

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

Optionee: Mayor Marty Rudloff
City of Bellefontaine Neighbors City Hall
9641 Bellefontaine Road
Bellefontaine Neighbors, Missouri 63137-1818

- 7. At any closing following any exercise of the Option by Optionee, Optionee shall pay or cause to be released to the closing agent, the purchase price, subject to such other adjustments as are standard practice for real estate transactions.
- 8. Each party warrants and represents to the other that there are no sales commissions due hereunder as a result of any brokers or agents employed by it.
- 9. Optionee’s rights hereunder are fully assignable with the consent of the Owner, which consent shall be subject to and contingent upon satisfaction of the laws of the City of St. Louis pertaining to assignment of contractual arrangements. This Agreement is binding upon and shall inure to the benefit of the heirs, successors, and assigns of the parties.
- 10. This Agreement constitutes the entire agreement of the parties hereto and neither party shall be bound by any change hereto unless executed with equal formality to the original.
- 11. The laws of the State of Missouri shall govern this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first written above.
OWNER:

This Agreement was approved by the Board of Estimate and Apportionment of the City of St. Louis on October 21, 1998.

Signed Sandra Granberry 10/23/98
Secretary, Board of Estimate and Apportionment of the City of St. Louis

Signed Marty Rudloff
Mayor, City of Bellefontaine Neighbors

Attest: Signed Charlotte Youngman
City Clerk

**EXHIBIT C
RELEASE**

WHEREAS, Ordinance 44325, approved December 22, 1947 (the “1947 Ordinance”), authorized and directed the Mayor and the Comptroller of the City of St. Louis, Missouri, to transfer and convey to the Director of the Department of Public Health and Welfare of the State of Missouri, as Trustee for the State of Missouri, the institution, buildings and ground located at Bellefontaine and Hall Roads in St. Louis County, Missouri known as the St. Louis Training School, for the sum of One Dollar; and

WHEREAS, on July 19, 1948, pursuant to the 1947 Ordinance, the Mayor and the Comptroller of the City of St. Louis, Missouri, executed a quit-claim deed to the Director of the Department of Public Health and Welfare of the State of Missouri for the property located at Bellefontaine and Hall Roads in St. Louis County, Missouri, said deed being recorded in Book 2428, Page 374 in the office of the Recorder of Deeds of St. Louis County, Missouri; and

WHEREAS, said quit-claim deed included restrictive language (hereinafter the “Restriction”) requiring that the State of Missouri, through an appropriate agency, maintain, manage, control and operate the said property as a state school or colony for feeble-minded and epileptics in accordance with the provisions of Article VI, Chapter 51, of the Revised Statutes of Missouri, 1939; and

WHEREAS, the State of Missouri, through its Office of Administration, Division of Design and Construction, has granted to The City of Bellefontaine Neighbors, Missouri, a municipal corporation, an option to purchase the said property as part of an assembly of ground being undertaken by the City of Bellefontaine Neighbors, Missouri to promote economic development and revitalization of the said property and the surrounding area; and

WHEREAS, in order to permit the City of Bellefontaine Neighbors, Missouri to proceed with its assembly of ground and its efforts to promote economic development and revitalization of the area, the City of Bellefontaine Neighbors, Missouri has requested the City of St. Louis, Missouri to revoke the 1947 Ordinance and to execute a release of the Restriction and any reversionary interest or right of reverter the City of St. Louis, Missouri may have in the said property, which property (the "Property") is more particularly described as follows:

See Exhibit A attached hereto and incorporated herein by reference.

WHEREAS, the Mayor and the Comptroller of the City of St. Louis, Missouri, were authorized and directed by Ordinance _____ approved _____, 2004, to execute a release of the Restriction and of any right or possible right of any reversionary interest or right of reverter the City of St. Louis, Missouri may have in the Property.

NOW THEREFORE, this indenture is made this ____ day of _____, 2004, between the City of St. Louis, Missouri, by and through the Mayor and the Comptroller of the City of St. Louis, Missouri, and their successors, as Grantor, and the City of Bellefontaine Neighbors, Missouri, as Grantee.

In consideration of One Dollar and other valuable consideration paid by the City of Bellefontaine Neighbors, Missouri to the City of St. Louis, Missouri, the receipt wherefore is hereby acknowledged, the City of St. Louis, Missouri, hereby expressly releases the Property from the Restriction and hereby releases and quit-claims to the City of Bellefontaine Neighbors, Missouri any right or possible right of reversionary interest or right of reverter it may have or which may accrue in the Property.

[Signature Page Follows]

THE CITY OF SAINT LOUIS

By: _____
Francis Slay
Mayor

By: _____
Darlene Green
Comptroller

Approved as to form:

Attest:

City Counselor

City Register

State of Missouri)
) ss
City of St. Louis)

On this ____ day of _____, 2004, before me appeared Francis Slay, Mayor, and Darlene Green, Comptroller, to me personally known, who being by me duly sworn, did say that they executed the foregoing instrument on behalf of the City of Saint Louis, a municipal corporation, by authority of Article XV, Section 2 of the Saint Louis City Charter, and that they acknowledged said instrument to be the free act and deed of said corporation, pursuant to Ordinance _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in the City of St. Louis, aforesaid, the day and year first above written.

Notary

EXHIBIT A

Land having a front of about 89.88 chains on the southern line of Highway 77 of the State of Missouri, 125 feet wide, and on the Southern line of Hall Avenue, 40 feet wide and having an easternmost depth of about 41 chains along Bellefontaine Road, 60 feet wide, and a westernmost depth of about 40.58 chains along the western line of lot 6 of Subdivision of Daniel Bissell's Estate, to the southern lines of lots 4, 5 and 6 of the said subdivision, and abutting thereon about 84.76 chains; excepting, however, from the said land both Highway 99 of the said state of irregular width, but mainly 200 feet wide, and the said Highway 77. Land having a front of 26.54 chains on the southern line of Highway 77 of the State of Missouri, 100 feet wide, and having an easternmost depth of 40.65 $\frac{7}{8}$ chains along the western line of lot 6 of Subdivision of Daniel Bissell's Estate, and a westernmost depth of 40.65 $\frac{7}{8}$ chains to the westward prolongation of the southern line of said lot 6, and abutting thereon, 26.35 $\frac{1}{4}$ chains, the said depths being substantially parallel with each other. Land beginning at the northwestern corner point of lot 2 of Subdivision of Daniel Bissell's Estate, and running thence southwardly along the western line of the said Lot 36.26 chains to the northern line of Subdivision of Jas. R. Bissell's Estate; thence eastwardly along the said northern line about 16.684 chains to the western line of property now or formally of A. Ritter; thence northwardly along the said western line 9.493 chains to the northern line of the said property; thence eastwardly along the said northern line 16.886 chains to the eastern line of the said property; thence southwardly along the said eastern line 9.493 chains to the said northern subdivision line; thence eastwardly along the said northern line about 9.20 chains to the western line of said latter subdivision; thence northwardly along the said western line about 36.26 chains to a stone in the southern line of a private road, 30 feet wide; and thence westwardly along the said road line 42.75 chains to the point of beginning; excepting therefrom, however, Highway 99 of the State of Missouri, 200 feet wide; together with all personal property, equipment and machinery of every kind, character and description located in or on said premises.

Approved: April 20, 2004