

ORDINANCE #66680
Board Bill No. 441

An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute a Quit Claim Deed to Nestle Purina PetCare Company for certain City-owned property located in City Block 420, which property is known as Tracts A, B, and C, containing 2.3 acres more or less, upon receipt of and in consideration of the sum of Five Hundred Nine Thousand Eight Hundred Eighty-Three Dollars (\$509,883.00), 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 Contract for the Sale of Real Estate, in substantially the form as attached hereto as **Exhibit A** and incorporated by reference herein, with Nestle Purina Petcare Company for certain City-owned property located in City Block 420, which property is known as Tracks A, B, and C, containing 2.3 acres more or less, and which is more fully described in said **Exhibit A**.

SECTION TWO. The Mayor and Comptroller are hereby authorized and directed to execute, upon receipt of, and in consideration of, the sum of Five Hundred Nine Thousand Eight Hundred Eighty-Three Dollars (\$509,883.00), and other good and valuable consideration, and after satisfaction of all the terms and conditions of the Contract for Sale of Real Estate, the Quit Claim Deed attached hereto as **Exhibit B** and incorporated by reference herein, to remise, release and forever quit-claim unto Nestle Purina Petcare Company certain City-owned property located in City Block 420, which property is known as Tracks A, B, and C, containing 2.3 acres more or less, and which is more fully described in said **Exhibit B**.

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 B

QUIT CLAIM DEED

THIS DEED, made and entered into this ____ day of _____, 2005, 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 Nestle Purina PetCare Company, whose address is Checkerboard Square, St. Louis, Missouri 63164 (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 City of Saint Louis and State of Missouri, to-wit:

See Exhibit A attached hereto and incorporated into this deed.

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.

THE CITY OF SAINT LOUIS
(Grantor)

NESTLE PURINA PETCARE COMPANY
(Grantee)

By: _____
Francis G. Slay
Mayor

By: _____
Kevin Berryman
Chief Financial Officer

minutes 30 seconds west 220.90 feet to a cross in the northern line of Chouteau Street 80 feet wide; thence along said northern line of Chouteau Street south 75 degrees 40 minutes 39 seconds east 127.72 feet to the place of beginning containing 49,600.31 square feet or 1.1387 acres more or less. Subject to any easements, restrictions, conditions, or reservations of record.

TRACT B

Beginning at a cross at the intersection of the northern line of Chouteau Street, 80 feet wide, with the western line of a 20-foot wide alley, said cross being north 75 degrees 40 minutes 39 seconds west 127.72 feet from the southeastern corner of said City Block 420; thence along the western line of said 20-foot wide alley north 17 degrees 42 minutes 30 seconds east 299.90 feet to an iron pipe; thence south 75 degrees 40 minutes 39 seconds east 5.01 feet to an iron pipe; said iron pipe being on the western line of a 15-foot wide alley; thence along said western line of a 15-foot wide alley north 17 degrees 42 minutes 30 seconds east 145.62 feet to an iron pipe; thence north 33 degrees 36 minutes 26 seconds west 95.55 feet to an iron pipe; thence south 17 degrees 42 minutes 30 seconds west 488.89 feet to a point of curve to the right, having a radius of 22 feet; thence along said curve to the right an arc distance of 33.26 feet to a point in the northern line of Chouteau Street, 80 feet wide; thence along said northern line of Chouteau Street south 75 degrees 40 minutes 39 seconds east 90.37 feet to the place of beginning containing 34,334.32 square feet or 0.7882 acres, more or less. Subject to any easements, restrictions, conditions, or reservations of record.

TRACT C

A tract of land being property of the City of St. Louis, Missouri, located north of a street, irregular width, west of Seventh Street (80 feet wide); 53.40 feet east of and parallel to Eighth Street (60 feet wide) being said east line of Ralston Purina property; and on the north by the southern face of a concrete retaining wall, in City Block 420 and being more particularly described as follows.

Beginning at a point of intersection of the south face of a concrete retaining wall for railroad tracks for approach to MacArthur Bridge and the western line of Seventh Street (80 feet wide); thence leaving the southern face of the said concrete retaining wall along the west line of said Seventh Street, south 17 degrees 42 minutes 30 seconds west, a distance of 68.16 feet to a point of curve, said point being the intersection of the west line of said Seventh Street with the north line of the aforementioned street; thence leaving the west of said Seventh Street along the north line of said street the following courses: along a curve to the right, having a radius of 43.21 feet, an arc distance of 83.83 feet, and having a chord which bears south 87 degrees 37 minutes 03 seconds west, a chord distance of 71.29 feet to a point of tangency north 36 degrees 48 minutes 07 seconds west a distance of 159.22 feet to a point; thence leaving said north line of a street north 17 degrees 42 minutes and 30 seconds east along said eastern line of property owned by Ralston Purina a distance of 36.76 feet to a point in the south face of a concrete retaining wall; thence along the southern face of a concrete retaining wall the following courses; south 70 degrees 26 minutes 38 seconds east, a distance of 9.93 feet to a point; south 68 degrees 29 minutes 14 seconds east, a distance of 24.98 feet to a point; south 66 degrees 16 minutes 34 seconds east, a distance of 24.97 feet to a point; south 61 degrees 31 minutes 57 seconds east, a distance of 24.99 feet to a point; south 59 degrees 22 minutes 32 seconds east, a distance of 25.01 feet to a point; south 56 degrees 40 minutes 58 seconds east, a distance of 25.00 feet to a point; south 55 degrees 00 minutes 27 seconds east, a distance of 24.96 feet to a point; south 53 degrees 22 minutes 54 seconds east, a distance of 11.98 feet to a point; south 72 degrees 34 minutes 51 seconds east, a distance of 4.07 feet to a point, said point being the true point of beginning and containing 16,583.63 square feet or 0.387 acres more or less, subject to any easements, restrictions, conditions, or reservations of record.

Exhibit A

CONTRACT FOR SALE OF REAL ESTATE

This Contract is made and entered into this _____ day of _____, 2005, 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 Nestle Purina PetCare Company, Checkerboard Square, Saint Louis, Missouri 63164, 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, known as Tracts A, B, and C, in CB 420, containing 2.3 acres more or less, St. Louis, Missouri, and further described as:

See Exhibit A attached hereto and incorporated into this contract

together with all improvements and appurtenances thereto, 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. Seller warrants that any personal property included in this contract, and all improvements placed on the Real Estate, shall be conveyed free of any encumbrances.

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

1. Purchase Price.

The total purchase price of the Real Estate is Five Hundred Nine Thousand Eight Hundred Eighty-Three Dollars (\$509,883.00) subject to the provisions contained herein. At closing, Buyer shall wire transfer the purchase price or shall tender a Cashier's Check for the full purchase amount.

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 undertaking environmental investigation and testing on the Real Estate and adjacent property, with results satisfactory to Buyer.
- (ii) Buyer obtaining from a title company a title insurance commitment for an Owner's Title Insurance Policy in the amount of the purchase price on the Real Estate, subject only to exceptions acceptable to Buyer, and containing no restrictions on Buyer's intended use of the Real Estate.
- (iii) Buyer obtaining a survey of the property showing no boundary disputes or encroachments that would restrict Buyer's use of the Real Estate.

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 Nestle Purina PetCare Company. Buyer to pay all closing, title insurance and recording fees.

4. Taxes / Miscellaneous Claims.

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

5. Liens / Judgements / 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.

It is expressly understood by the parties hereto that there is no personal property located on the Real Estate.

7. Possession.

The Seller shall retain possession of the Real Estate until closing. From and forever 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 sale under this contract shall be closed at a place, date and time mutually agreed upon by both parties, but no later than April 29, 2005. 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.

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.

(This portion of page intentionally left blank)

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

NESTLE PURINA PETCARE COMPANY

CITY OF SAINT LOUIS

BY: _____

BY: _____

Kevin Berryman
Chief Financial Officer
(Buyer)

Darlene Green
Comptroller
(Seller)

Approved as to form:

Thomas J. Ray
Deputy City Counselor

Attest:

Parrie L. May
City Register

Approved: April 29, 2005