

ORDINANCE #69142
Board Bill No. 291

An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute, upon receipt of and in good consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a Termination and Release of Easement to cancel and terminate an easement over certain privately-owned property located in City Block 3946, commonly known as 3946 Papin Street.

WHEREAS, the City of St. Louis (“City”) entered into an Easement dated May 12, 1936 for the former Red Feather Express Highway; and

WHEREAS, the Red Feather Express Highway no longer exists and as such, the City wishes to terminate the Easement over the property in City Block 3946; and

WHEREAS, the existence of the easement deters future economic development of the site.

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

SECTION ONE. The Mayor and Comptroller are hereby authorized and directed to execute, upon receipt of and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a Termination and Release of Easement attached hereto as Exhibit A, to cancel and terminate the easement over certain privately-owned property located in City Block 3946, which is more fully described in said Exhibit A.

SECTION TWO. This ordinance shall become effective thirty (30) days after its passage and approval by the Mayor.

Exhibit A
Termination and Release of Easement

1. Title of Document: Termination and Release of Easement
2. Date of Document: _____, 2012
3. Grantor(s): Sterling Lacquer Manufacturing Company, a Missouri corporation
4. Grantee(s): The City of St. Louis, Missouri, a political subdivision of the State of Missouri
5. Statutory Mailing Address(es):

Grantor:

Sterling Lacquer Manufacturing Company
3150 Brannon Avenue
St. Louis, Missouri 63139

Grantee:

The City of St. Louis, Missouri
1200 Market Street
St. Louis, Missouri 63103
6. Legal descriptions: See page 1 and 2.
7. Reference to Book and Page: Book 5586, Page 26.

TERMINATION AND RELEASE OF EASEMENT

This Termination and Release of Easements is made this ____ day of _____, 2012 by and between The City of St. Louis, Missouri, a political subdivision of the State of Missouri, with a principal mailing address of 1200 Market Street, St. Louis,

Missouri, 63103 ("Grantee"), and Sterling Lacquer Manufacturing Company, a Missouri corporation, with a principal mailing address of 3150 Brannon Avenue, St. Louis, Missouri, 63139 ("Grantor").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property in the City of St. Louis described as follows:

A parcel of ground in Block 2946 of the City of St. Louis, Missouri, said parcel being more particularly described as follows: Beginning at the point of intersection of the Western line of Pacific Avenue, 50 feet wide, with the Southern line of Papin Street, 50 feet wide; thence South 15 degrees 18-3/4 minutes West 119.92 feet along the Western line of said Pacific Street to the Northern line of an East and West alley, 16 feet wide; thence North 74 degrees 19-1/4 minutes West 259.80 feet along the Northern line of said East and West alley to the Eastern line of a North and South alley, 16 feet wide; thence North 15 degrees 18-3/4 minutes East 118.17 feet along the Eastern line of said North and South alley to the Southern line of said Papin Street; thence South 74 degrees 42-1/4 minutes East 259.79 feet along the Southern line of said Papin Street to the Western line of said Pacific Avenue and the point of beginning.

hereinafter referred to as ("**Grantor's Property**"); and

WHEREAS, pursuant to a certain Easement Deed dated May 12, 1936 and recorded in Book 5586, Page 26 in the office of the Recorder of Deeds for the City of St. Louis, the Grantor granted the Grantee an easement for ingress to and egress from Grantee's Property over a portion of Grantor's Property described as follows:

A tract of land being part of St. Louis City Block 3946 and being part of Lots 32 through 40 and Lot "A" of the New Frankfort Addition, City of St. Louis, Missouri and being described as follows: Commencing at the Northeast corner of said City Block 3946, said point being where the West line of Pacific Avenue (50 feet wide) intersects the South Line of Papin Avenue (50 feet wide); thence North 75 degrees 15 minutes 32 seconds West along the South line of Papin as previously mentioned, a distance of 147.79 feet to a point, said point being on the Northeast line of the Red Feather Expressway as described in a document filed for record in the St. Louis City Recorders Office at Deed Book 5586 page 26 and being the point of Beginning of the tract being described; thence leaving said Papin Avenue South 14 degrees 44 minutes 28 seconds West along said Red Feather Expressway a distance of 28.27 feet to a point; thence South 36 degrees 45 minutes 52 seconds East a distance of 147.02 feet to a point on the North line of an East West Alley (16 feet wide); thence leaving the Northeast line of said Red Feather Expressway North 74 degrees 51 minutes 12 seconds West along the North line of said East West Alley, a distance of 145.90 feet to a point, said point being on the Southeast line of said Red Feather Expressway; thence leaving said East West Alley, North 36 degrees 45 minutes 52 seconds West along the Southeast line of said Red Feather Expressway a distance of 103.73 feet to a point in the East line of a North South Alley (16 feet wide); thence leaving Red Feather Expressway North 14 degrees 45 minutes 13 seconds East along the East line of said Alley a distance of 54.18 feet to a point on the South line of Papin Avenue as previously mentioned; thence leaving said Alley South 75 degrees 15 minutes 32 seconds East along the Southern line of said Papin Avenue a distance of 112.00 feet to the point of beginning and containing 15,901 square feet more or less.

Hereinafter referred to as ("**Easement**"); and

WHEREAS, the parties desire to release the Grantor's Property from the Easement and any other rights thereto claimed by Grantee, so that Grantor, shall henceforth be the owner of the Grantor's Property unencumbered, unrestricted and unaffected by the rights contained in the Easement.

NOW, THEREFORE, in consideration of the premises and other mutual consideration contained herein, the receipt and sufficiency of which is hereby acknowledged by the parties, Grantee does hereby CANCEL and TERMINATE the Easement and does hereby RELEASE, TERMINATE, RELINQUISH, SURRENDER AND QUIT CLAIM unto Grantor all rights granted or reserved to Grantee in the Easement, and any and all other rights to Grantor's Property held by or granted to Grantee or for the benefit of Grantee's Property, whether by written instrument, use, operation of law or otherwise.

Grantor hereby accepts said release and surrender and hereby consents and agrees to the cancellation and termination of

said Easement.

IN WITNESS WHEREOF, Grantor and Grantee have each caused this Termination and Release of Easement to be duly executed by its authorized representative the day and year first above written.

GRANTEE:

The City of St. Louis, Missouri

By: _____
Francis G. Slay
Mayor

By: _____
Darlene Green
Comptroller

Approved as to form:

Attest:

City Counselor

Parrie L. May
City Register

STATE OF MISSOURI)
) SS:
_____ OF _____)

On this ___ day of _____, 2012, before me appeared Francis G. Slay and Darlene Green to me personally known, who, being by me duly sworn, did say that they are the Mayor and the Comptroller of the City of St. Louis, respectively, and that they are authorized to execute this Termination and Release of Easment on behalf of the City of St. Louis under the authority of Ordinance Number _____ and acknowledge said instrument to be the free act and deed of the City of St. Louis.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the _____ and State aforesaid, the day and year first above written.

Notary Public

Printed Name: _____

My term expires: _____

GRANTOR:

Sterling Lacquer Manufacturing Company

By: _____

Printed Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
_____ OF _____)

On this ___ day of _____, 2012, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____ of Sterling Lacquer Manufacturing Company, a corporation of the State of Missouri, and that the Termination and Release of Easement was signed in behalf of said company, by authority of its Board of Directors and said Board of Directors acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the _____ and State aforesaid, the day and year first above written.

Notary Public

Printed Name: _____

My term expires: _____

Approved: March 28, 2012