

BOARD BILL #219

Introduced by Alderman Joseph Roddy

1 An ordinance authorizing and directing the Mayor and Comptroller of the City of St.
2 Louis to execute a Quit Claim Deed to JARUBA CORP. for certain City-owned property
3 located in City Block 5114, which property is known as 4213 Gibson Avenue, upon
4 receipt of and in consideration of the sum of Three Hundred Seventy-Five Thousand
5 Dollars (\$375,000.00), 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 JARUBA CORP. for
10 certain City-owned property located in City Block 5114, which property is known as
11 4213 Gibson Avenue , 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 Three Hundred Seventy-
14 Five Thousand Dollars (\$375,000.00), and other good and valuable consideration, and
15 after satisfaction of all the terms and conditions of the Contract for Sale of Real Estate,
16 the Quit Claim Deed attached hereto as **Exhibit B** and incorporated by reference
17 herein, to remise, release and forever quit-claim unto JARUBA CORP. certain City-
18 owned property located in City Block 5114, which property is known as 4213 Gibson
19 Avenue, and which is more fully described in said **Exhibit B**. Notwithstanding the
20 provisions of Ordinance No. 61250, the money considered received, as aforesaid, shall
21 be credited to a St. Louis Police Department capital account for improvements or
22 purchase of the building at 2150 S.59th Street .

Date: 12/12/14

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Board Bill # 219

Sponsor: Alderman Joseph Roddy

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

EXHIBIT A

**CONTRACT FOR SALE
OF REAL ESTATE**

This Contract is made and entered into this _____ day of _____, 2015, 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 JARUBA CORP. whose address is 4155 Manchester Avenue 63110, 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 4213 Gibson Avenue , St. Louis, Missouri, and further described as:

An irregular shaped commercial site of approximately .601 acres in City Block 5114, lying just off the intersection of Kentucky Avenue and Manchester Avenue containing a 15,598 gross square foot one story concrete tilt-up industrial building . Parcel ID 5114.01.435.01

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 Three Hundred Seventy-Five Thousand Dollars (\$375,000.00) 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 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.
 - (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 during the period between the Effective Date and May 1, 2015 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.

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.

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 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.

JARUBA CORP.

CITY OF SAINT LOUIS

By: _____
John T. Baumstark, Sr.
President
(Buyer)

By: _____
Darlene Green
Comptroller
(Seller)

Approved as to form:

Winston Calvert
City Counselor

Attest:

Parrie L. May
City Register

Exhibit B

QUIT CLAIM DEED

THIS DEED, made and entered into this _____ day of _____ 2015, 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 JARUBA CORP., whose address is 4155 Manchester Avenue , St. Louis Mo. 61110. (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:

An irregular shaped commercial site of approximately .601 acres in City Block 5114, lying just off the intersection of Kentucky Avenue and Manchester Avenue containing a 15,598 gross square foot one story concrete tilt-up industrial building known as 4213 Gibson.
Parcel ID 5114.01.435.01

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, not 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)

JARUBA CORP.
(Grantee)

BY: _____
Francis G. Slay
Mayor

By: _____
John T. Baumstark, Sr.
President

BY: _____
Darlene Green
Comptroller

Attest:

Parrie L. May
City Register

Approved as to form:

Winston Calvert
City Counselor

