

# *St. Louis City Ordinance 63526*

FLOOR SUBSTITUTE

BOARD BILL NO. [95] 115

INTRODUCED BY ALDERMAN MARY ROSS

An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute, for the sum of One Dollar (\$1.00) and other good and valuable consideration, a Quit Claim Deed to remise, release and forever quit-claim unto Archbishop Justin Rigali of the Diocese of Saint Louis property owned by the City of Saint Louis located in DeSoto Park, which property is more fully described herein; 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, upon receipt of and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, a Quit Claim Deed (attached hereto as Exhibit A) to remise, release and forever quit-claim unto Archbishop Justin Rigali of the Diocese of Saint Louis approximately 1.00 acres of property owned by the City of Saint Louis located in DeSoto Park, in City Block 6484. Provided, however, that pursuant to Ordinance 61988, which is codified as Chapter 5.74 of the Revised Code of the City of Saint Louis, the Comptroller is hereby directed to establish the DeSoto Park Fund and to deposit said one dollar (\$1.00) paid in consideration for the purchase of said 1.00 acres of DeSoto Park, in said fund for the purposes as provided in said ordinance.

SECTION TWO. 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

### QUIT CLAIM DEED

THIS DEED, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1995, by and between the City of Saint Louis, a municipal corporation of the State of Missouri, 1200 Market Street, St. Louis, Missouri, Party of the First

Part, and Archbishop Justin Rigali of the Diocese of Saint Louis, Party of the Second Part.

WITNESSETH, that the said Party of the First Part, for and in consideration of the sum of One Dollar (\$1.00) paid by the said Party of the Second Part, 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 Party of the Second Part, the following described Real Estate, situated in the City of Saint Louis and State of Missouri, to-wit:

A parcel of ground being the western 21.60 feet of Lot 7, and all of Lots 8 through 15, inclusive, in Block 21 of the continuation of WM. C. CARR'S ADDITION, together with the eastern half of former 24th Street, 60 feet wide, vacated by Ordinance 47769, and the former 20' wide east/west alley adjoining said lots on the north, vacated by Ordinance 57655, in Block 6484 (former 962) of the City of Saint Louis, Missouri; said parcel being more particularly described as follows: Beginning at the point of intersection of the northern line of Carr Street, 60 feet wide, with the centerline of said former 24th Street; thence N 15° 20' 10" E 172.45 feet along the centerline of said former 24th Street, to the southern line of property described in deed to the Board of Education of the City of Saint Louis, recorded in Book 987M, Page 721 of the City of Saint Louis Recorder's Office; thence S 74° 33' 50" E 252.60 feet along the southern line of said Board of Education property, and along the northern line of said former east/west alley, to a line distant 21.60 feet east of and parallel with the western line of said Lot 7, thence S 15° 20' 10" W 172.45 feet along said line parallel with the western line of said Lot 7, to the northern line of said Carr Street; thence N 74° 33' 50" W 252.60 feet along the northern line of said Carr Street, to the point of beginning, and containing 43.560 Square Feet, or 1.0 Acre.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Party of the Second Part, and to its heirs and assigns, so that neither the said Party of the First Part, 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.

PROVIDED, HOWEVER, that this conveyance is made and accepted upon each of the following conditions, which shall apply to and be binding upon the Party of the Second Part, its heirs, devisees, executors, administrators, and assigns, namely: That the premises shall be used exclusively for purposes

relating to the expansion and operation of Central Catholic Saint Nicholas School by the Party of the Second Part, and at the sole and exclusive cost and expense of the Party of the Second Part, to be utilized exclusively by the Party of the Second Part in conjunction with their continuing and ongoing operations at their facility and property immediately adjacent to the property described herein; and that the Party of the Second Part nor any party in its behalf shall not erect billboards upon the aforesaid premises. PROVIDED, that as to the Party of the First Part herein, the breach of any of the foregoing conditions shall cause the premises to revert to the Party of the First Part, its heirs and assigns, each of whom respectively shall have the right of immediate re-entry upon the premises in the event of any such breach; and the above-mentioned conditions shall operate as covenants running with the land, and the breach of any such covenant or the continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings by the Party of First Part, its heirs, devisees, executors, administrators or assigns.

IN WITNESS WHEREOF, the said Parties of the First Part and Second Part have executed these presents the day and year first above written.

PARTY OF THE FIRST PART

BY: \_\_\_\_\_  
Freeman R. Bosley, Jr.  
Mayor

BY: \_\_\_\_\_  
Virvus Jones  
Comptroller

PARTY OF THE SECOND PART

BY: \_\_\_\_\_  
Justin Rigali  
Archbishop of the Diocese of Saint Louis

Approved as to form:

\_\_\_\_\_  
City Counselor

Attest:

\_\_\_\_\_  
City Register

State of Missouri )

) ss.  
City of St. Louis )

On this \_\_\_\_\_ day of 1995, before me appeared Freeman R. Bosley, Jr., and Virvus Jones, to me personally known, who being by me duly sworn did say that they are the Mayor and the Comptroller of the City of Saint Louis, respectively, and that they are authorized to execute this Quit-Claim Deed on behalf of the City of Saint Louis under the authority of Ordinance \_\_\_\_\_ and acknowledge said instrument to be the free act and deed of the City of Saint Louis.

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

<b>Legislative History</b>				
<b>1ST READING</b>	<b>REF TO COMM</b>	<b>COMMITTEE</b>	<b>COMM SUB</b>	<b>COMM AMEND</b>
<b>06/16/95</b>	<b>06/16/95</b>	<b>W&amp;M</b>		
<b>2ND READING</b>	<b>FLOOR AMEND</b>	<b>FLOOR SUB</b>	<b>PERFECTN</b>	<b>PASSAGE</b>
<b>06/30/95</b>		<b>07/07/95</b>	<b>07/07/95</b>	<b>07/21/95</b>
<b>ORDINANCE</b>	<b>VETOED</b>		<b>VETO OVR</b>	
<b>63526</b>				