

St. Louis City Ordinance 63692

FLOOR SUBSTITUTE

BOARD BILL NO. [95] 13

INTRODUCED BY ALDERMAN DANIEL MCGUIRE

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 Dollars (\$500.00) and other good and valuable consideration, a Quit Claim Deed to remise, release and forever quit-claim unto The Royal Vagabonds, Inc., 4315 Westminster Place, St. Louis, Missouri, certain property known and numbered as 4300 Olive Street, St. Louis, Missouri, Parcel No. 4581-05-01800, 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 Five Hundred Dollars (\$500.00) and other good and valuable consideration, a Quit Claim Deed (attached hereto as Exhibit A) to remise, release and forever quit-claim unto The Royal Vagabonds Inc., 4315 Westminster Place, St. Louis, Missouri, certain City-owned property known and numbered as 4300 Olive Street, St. Louis, Missouri, Parcel No. 4581-05-01800.

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 _____, 1996, 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 The Royal Vagabonds, Inc., 4315 Westminster Place, Saint Louis, Missouri, Party of the Second Part,

WITNESSETH, that the said Party of the First Part, for and in consideration of the sum of Five Hundred Dollars (\$500.00) 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:

Commencing at the point of intersection of the former south line of Olive Street (60 feet wide) with the former west line of Boyle Avenue (60 feet wide), said point being also the former northeast corner of Block 4581-N of the City of Saint Louis;

Thence along said former south line of Olive Street north 48 degrees 48 minutes 11 seconds west 66.06 feet to a point in the new west right-of-way line (at Station 3+77, 32.5 feet left of centerline) of the Boyle-Pendleton connection (65 feet wide) as shown on sheet number 2 of 21 of the January 1984 Plans prepared by the Department of the President Board of Public Service, said point being the true POINT OF BEGINNING of the parcel herein described, said point also bearing south 79 degrees 41 minutes 56 seconds east a distance of 428.24 feet from the radius point of said new west line of the Boyle-Pendleton connection;

Thence along the south line of Olive Street (60 feet wide) north 48 degrees 48 minutes 11 seconds west 43.94 feet to a point in the east lot line of a parcel deeded to Grace Fellowship Church as recorded in Book M1102, Page 2125 of the City of Saint Louis Records;

Thence along said north line of alley south 48 degrees 48 minutes 11 seconds east 99.93 feet to a point in said new west line of the Boyle-Pendleton Connection, said point bearing south 57 degrees 30 minutes 09 seconds east a distance of 428.24 feet from the radius point of said new west line of the Boyle-Pendleton connection;

Thence along said new west line of the Boyle-Pendleton Connection along a curve to the left having a radius of 428.24 feet, a chord of 164.86 feet bearing north 21 degrees 23 minutes 57 seconds east, and an arc distance of 165.90 feet to the POINT OF BEGINNING and containing 12,040 square feet or 0.276 acres more or less.

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, 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;

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 establishment and maintenance of parking and "green" spaces 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.

THE CITY OF SAINT LOUISBY:

_____ Freeman R. Bosley, Jr. MayorBY:
_____ Darlene Green Comptroller Approved as to
form: _____ City

Counselor ATTEST: _____ City Register THE

ROYAL VAGABONDS, INC. BY:

_____ Name: Title: ATTEST: _____
_____ Name: Title:

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

On this _____ day of 1996, before me appeared Freeman R. Bosley, Jr., and Darlene Green by Thomas J. Bozzo, 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.

Notary Public

Legislative History				
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND
04/28/95	04/28/95	W&M	03/08/96	
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE
03/08/96			03/15/96	03/22/96
ORDINANCE	VETOED		VETO OVR	
63692				