

St. Louis City Ordinance 64115

FLOOR SUBSTITUTE

BOARD BILL NO. [97] 102

INTRODUCED BY ALDERMAN Robert Ruggeri

AN ORDINANCE authorizing and directing the Mayor and the Comptroller to execute a Contract for Sale pertaining to certain City-owned real estate located in City Block 4810, for a sum of Twenty-Five Thousand Dollars (\$25,000), by and between the City of St. Louis ("Seller") and Phillip Wagenknecht, DVM, d/b/a Saint Louis Pet Clinic ("Buyer"); and containing an emergency clause.

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

SECTION ONE. The Mayor and the Comptroller, on behalf of the City of St. Louis, ("Seller") are hereby authorized and directed to execute the Contract for Sale of Real Estate, attached hereto as Exhibit A and incorporated herein by this reference as if set out in full, together with its attendant Quit Claim Deed and any other related documents, to remise, release, and quit-claim unto Phillip Wagenknecht, DVM d/b/a Saint Louis Pet Clinic ("Buyer") for the sum of Twenty-Five Thousand Dollars (\$25,000), and other valuable considerations, certain property located in City Block 4810, pursuant to the terms and conditions referenced in said documents.

SECTION TWO. This Ordinance, being deemed necessary for the immediate preservation of the public health, safety, and general welfare, shall be and is hereby declared to be an emergency measure within the meaning of Article IV, Section 20 of the Charter of the City of Saint Louis, and as such, shall take effect immediately upon its approval by the Mayor.

EXHIBIT A

CONTRACT FOR SALE OF REAL PROPERTY

This contract is made and entered into this ____ day of _____, 1997 by and between the City of St. Louis, a municipal corporation of the state of Missouri, City Hall, St. Louis, Missouri, 1200 Market Street, St. Louis, Missouri, hereinafter referred to as Seller, and Phillip Wagenknecht, DVM, d/b/a Saint Louis Pet Clinic, 2245 South Grand, St. Louis, Missouri, 63104, hereinafter referred to as Buyer. In consideration of the covenants 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,

subject to conditions set forth herein, certain real property situated in the City of St. Louis, State of Missouri, located in City Block 4810 and more fully described in the Quit Claim Deed attached hereto as Exhibit 1, together with all improvements and personal property thereon and appurtenant thereto, and all right, title and interest of Seller in and to all of said property (hereinafter collectively referred to as the "Real Estate"). Legal description on Seller's title to govern. Title shall be marketable in fact and Seller shall convey marketable title by Quit Claim Deed. The aforementioned property shall be conveyed in AS IS condition, and Seller makes no representations or warranties, of whatever nature, regarding the condition of the Real Estate and/or its suitability for any purposes contemplated by Buyer. The following terms, provisions, and conditions are further agreed to:

1. Purchase price. The purchase price of the real estate is Twenty-Five Thousand Dollars (\$25,000.00) and other good and valuable consideration, subject to the provisions contained herein.
2. Conveyance of title. Conveyance shall be by Quit Claim Deed, in form approved by the City of St. Louis City Counselor, subject to any deed restrictions or easements.
3. Zoning. This Contract is contingent upon the subject property being zoned ___ , allowing Buyer to operate a veterinary facility, or upon City of Saint Louis granting a variance for non-conforming use for subject property. In the event that said zoning or variance is not obtained prior to the date of closing, Buyer may elect to either cancel the contract or to close.
4. Risk of loss. Seller assumes all risk and liability for loss, damage, or injury by fire, windstorm, accident, or other cause to the real estate until the closing date. If the real estate is damaged after the date of this contract and before the date set for closing, Buyer shall elect, within twenty (20) days of the date of such damage, to either cancel the contract or to close. Notwithstanding the foregoing, Seller shall be under no obligation to return the Real Estate to its condition prior to any of the aforementioned reasons or causes.
5. Liens. Buyer shall not allow any liens, attachments, 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. Possession. The Seller shall retain possession of the real estate until closing.

7. Closing. Delivery of the Quitclaim 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 on the date mutually agreeable by the parties no later than August 15, 1997. Title will pass when sale is closed, subject to the limitations and/or deed restrictions and/or covenants set forth in the attached Exhibit 1.

8. Entire agreement. This instrument contains the entire agreement between the Buyer and Seller and may be not changed or terminated orally. Stipulations and covenants herein are to apply and bind the successors and assigns of the respective parties hereto, and shall survive the closing.

9. Time of Essence. Time shall be the essence in the performance of each and every obligation and undertaking by the parties in this agreement.

This contract shall be interpreted and governed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have duly signed this agreement on the date set forth herein.

BUYER:

PHILLIP WAGENKNECHT
d/b/a Saint Louis Pet Clinic

SELLER:

CITY OF ST. LOUIS

Mayor

Comptroller

APPROVED AS TO FORM:

City Counselor

Register

EXHIBIT 1
TO CONTRACT FOR SALE OF REAL PROPERTY

QUIT CLAIM DEED

THIS DEED, Made and entered into this _____ day of _____, 1997, by and between the CITY OF SAINT LOUIS, a Municipal Corporation of the State of Missouri, 1200 Market Street, Saint Louis, Missouri, Party of the First Part, and Phillip Wagenknecht, DVM, d/b/a Saint Louis Pet Clinic, 2245 South Grand, St. Louis, Missouri, 63104, Party of the Second Part.

WITNESSETH, that the said Party of the First Part, for and in consideration of the sum of Twenty-Five Thousand Dollars (\$25,000.00) paid by the said Party of the Second Part, 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, hereinafter referred to as the Premises, situated in the City of Saint Louis and State of Missouri, to wit:

Lot 9 in City Block 4810, now known as part of Parcel C of a resubdivision of parts of City Blocks 4804, 4809, and 4810 in United States Survey 2037, Township 45 North, Range 6 east, recorded in Survey Record Book 18 Page 50 of the City of Saint Louis, Missouri. Numbered 6840 Bleeck Avenue; Parcel ID 4810-00-01050.

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.

IN WITNESS WHEREOF, the said Party of the First Part has executed these presents the day and year first above written.

PARTY OF THE FIRST PART

City of Saint Louis

By: _____

Darlene Green

Comptroller

By: _____

Clarence Harmon

Mayor

Approved as to form:

City Counselor

PARTY OF THE SECOND PART

By: _____

Phillip Wagenknecht

Attest:

City Register

State of Missouri)

) ss.

City of Saint Louis)

On this ____ day of _____, 1997 before me appeared Clarence Harmon 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 Saint Louis 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.

State of Missouri)

) ss.

City of Saint Louis)

On this _____ day of _____, 1997, before me appeared Phillip Wagenknecht to me personally known, who being by me duly sworn did say that he executed this Quit Claim Deed, and acknowledged said instrument to be his free act and deed, as Party of the Second Part.

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
05/23/97	05/23/97	W&M		
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE
06/27/97			07/11/97	07/18/97
ORDINANCE	VETOED		VETO OVR	
64115				

>