

St. Louis City Ordinance 64274

FLOOR SUBSTITUTE

BOARD BILL NO. [97] 246

INTRODUCED BY ALDERMAN MIGUEL MITCHELL

An ordinance repealing Ordinance 59437, approved March 4, 1985, and enacting a new ordinance relating to the same property, which ordinance authorizes and directs the Mayor and Comptroller of the City of St. Louis to execute, upon receipt of and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a Quit Claim Deed to remise, release and forever quit-claim unto the Annie Malone Children and Family Service Center, Incorporated, certain City-owned property located in City Block 3676, which property was formerly known as the Homer G. Phillips School of Nursing, and containing an emergency clause.

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

SECTION ONE. Ordinance 59437 approved March 4, 1985 is hereby repealed.

SECTION TWO. 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 Quit Claim Deed, attached hereto as Exhibit A, to remise, release and forever quit-claim unto the Annie Malone Children and Family Service Center, Incorporated, certain City-owned property located in City Block 3676, which property was formerly known as the Homer G. Phillips School of Nursing, and which is more fully described in said Exhibit A.

SECTION THREE. 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 _____, 1997, 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 Annie Malone Children and Family Service Center, Incorporated, a Missouri not-for-profit corporation, whose address is 2612 Annie Malone Drive, 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 Ten Dollars (\$10.00) to it 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:

All of Lots 1 through 11 in Block 6 of WASHINGTON PLACE, in the ROBERT WASHINGTON ESTATE SUBDIVISION and in Block 3676 of the City of Saint Louis, fronting 279 feet on the east line of Annie Malone Drive (formerly Goode Avenue) by a depth eastwardly between parallel lines a distance of 130 feet to a vacated alley, 15 feet wide. Together with all improvements thereon, known as and numbered 2516 Annie Malone Drive; Parcel ID 3676-00-00200.

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: (1) That the premises shall be used exclusively to provide services in residence to abused, dependent, indigent and neglected children and families, and activities related thereto, at the sole and exclusive cost and expense of the Party of the Second Part, and that said development be operated exclusively by the Party of the Second Part; and (2) that no billboards shall be erected on the 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.

CITY OF ST. LOUIS)

On this ____ day of _____, 1997, before me appeared _____ to me personally known, who being by me duly sworn did say that ___ is the _____ of Annie Malone Children and Family Service Center, Inc., a Missouri not-for-profit corporation, and that ___ is authorized to execute this Quit-Claim Deed on behalf of said corporation under the authority of its Board of Directors, and acknowledges said instrument to be the free act and deed of said corporation.

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
11/14/97	11/14/97	W&M		
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE
02/06/98			02/13/98	02/20/98
ORDINANCE	VETOED		VETO OVR	
64274				