

St. Louis City Ordinance 64302

FLOOR SUBSTITUTE

BOARD BILL NO. [97] 231

INTRODUCED BY ALDERMAN Michael McMillan

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 Ten Dollars (\$10.00) and other good and valuable consideration, a Quit Claim Deed to remise, release and forever quit-claim unto WARNER JENKINSON COMPANY, INC., certain property known and numbered as 2825 North Market, Parcel ID 2361-00-00100, 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 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 WARNER JENKINSON COMPANY, INC. certain City-owned property known as and numbered 2825 North Market Street, Parcel No. 2361-00-00100.

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 _____, 1997, by and between THE CITY OF SAINT LOUIS, a municipal corporation of the State of Missouri, 1200 Market Street, St. Louis, Missouri, GRANTOR, and WARNER JENKINSON COMPANY, INC., a New York Corporation, licensed to do business in the State of Missouri, whose address is 2526 Baldwin, St. Louis, Missouri 63106, Saint Louis, Missouri, GRANTEE.

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) 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:

Beginning at the point of intersection of North Market Street with the east line of Glasgow Avenue, thence north along the east line of said Glasgow Avenue 264' 1-3/8", more or less to its intersection with the south line of Benton Street, thence east along the south line of said Benton Street 603' 4", more or less to its intersection with the west line of Leffingwell Avenue, thence south along the west line of said Leffingwell Avenue 265' 7", more or less to its intersection with the north line of North Market Street, thence west along the north line of North Market Street 603' 8", more or less to the Point of Beginning. Known as and numbered 2825 North Market Street; Parcel ID 2361-00-00100.

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, 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 Grantee, its heirs, devisees, executors, administrators, and assigns, namely that the Grantee nor any party in its behalf shall not erect billboards upon the aforesaid premises; also, that during a period of five years immediately following the execution of this deed, Grantee shall not convey, transfer or assign any part or all of the premises, except for purposes exclusively relating to the continuing and ongoing operations at Grantee's facility and property immediately adjacent to the property described herein.

PROVIDED, that as to the Grantor herein, the breach of any of the foregoing conditions shall cause the premises to revert to the Grantor, 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.

