

1 An ordinance authorizing and directing the Mayor and Comptroller of the City of St.
2 Louis to execute a Quit Claim Deed to Mr. Michael F. Daniels and Ms. Ursula L. Thatch
3 for certain City-owned property located in City Block 5427, which property is known as
4 6001-7 Pershing Avenue, upon receipt of and in consideration of the sum of Fifteen
5 Thousand Dollars (\$15,000.00), and containing an emergency clause.

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

7 **SECTION ONE.** The Mayor and Comptroller are hereby authorized and directed to
8 execute, the Contract for the Sale of Real Estate, in substantially the form as attached
9 hereto as **Exhibit A** and incorporated by reference herein, with Mr. Michael F. Daniels
10 and Ms. Ursula L. Thatch for certain City-owned property located in City Block 5427,
11 which property is known as 6001-7 Pershing Avenue , and which is more fully described
12 in said **Exhibit A**.

13 **SECTION TWO.** The Mayor and Comptroller are hereby authorized and directed to
14 execute, upon receipt of, and in consideration of, the sum of Fifteen Thousand Dollars
15 (\$15,000.00), and other good and valuable consideration, and after satisfaction of all the
16 terms and conditions of the Contract for Sale of Real Estate, the Quit Claim Deed
17 attached hereto as **Exhibit B** and incorporated by reference herein, to remise, release
18 and forever quit-claim unto Mr. Michael F Daniels and Ms. Ursula L. Thatch certain
19 City-owned property located in City Block 5427, which property is known as 6001-7
20 Pershing Avenue, and which is more fully described in said **Exhibit B**.

21 **SECTION THREE.** Emergency Clause. This ordinance, being necessary for the
22 immediate preservation of public peace, health, safety, and general welfare, shall be

1 and is hereby declared to be an emergency measure within the meaning of Sections 19
2 and 20 of Article IV of the Charter of the City of St. Louis and, as such, this ordinance
3 shall take effect immediately upon its passage and approval by the Mayor.

Date: 9/9/2016

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Board Bill # 101 Sponsor: Alderwoman Lyda Krewson

EXHIBIT A

**CONTRACT FOR SALE
OF REAL ESTATE**

This Contract is made and entered into this _____ day of _____, 2016, by and between the City of St. Louis, Missouri, a municipal corporation of the State of Missouri, 1200 Market Street, Saint Louis Missouri 63103, referred to as Seller, and Mr. Michael F. Daniels and Ms. Ursula L. Thatch, 5877 Nina Pl 3E, St. Louis Missouri, 63112 hereinafter referred to as Buyers.

In consideration of the covenant and agreements of the respective parties, as hereinafter set forth, Seller agrees to sell and convey to Buyers, and Buyers agrees to purchase and take from Seller, the real property situated in the City of St. Louis, State of Missouri, known as 6001-7 Pershing Avenue, St. Louis, Missouri, and further described as:

A certain parcel of land comprised of lots 14,15 and 16 in Block 3 of Washington Heights, and in city block 5427 of the City of St. Louis, together fronting 107 feet 3 inches on the north side of Pershing Avenue, by a depth northwardly of 130 feet to an alley; bounded east by Des Peres Avenue .

Together with all improvements and appurtenances thereto, and all right, title and interest of Seller in and to all of said property (hereinafter collectively referred to as the "Real Estate"). Title shall be marketable in fact and Seller shall convey marketable title by quit claim deed, which quit claim deed shall be in form satisfactory to and approved by the City Counselor of the City of Saint Louis. Seller warrants that any personal property included in this contract, and all improvements placed on the Real Estate, shall be conveyed free of any encumbrances.

The following terms, provisions, and conditions are further agreed to:

1. Purchase Price.

The total purchase price of the Real Estate is Fifteen Thousand Dollars (\$15,000.00) subject to the provisions contained herein. At closing, Buyers shall wire transfer the purchase price or shall tender a Cashier's Check for the full purchase amount.

2. Contingencies.

- A. Buyers represents that its performance hereunder and its satisfaction of the terms hereof is contingent only upon the specific terms of this Contract for Sale of Real Estate, itself, and that Buyer's performance hereunder and purchase of the Real Estate shall not be conditioned upon satisfaction of financing, inspection, or other contingencies unless same are designated elsewhere in this Contract.
- B. Notwithstanding anything herein to the contrary, this Contract, and Buyer's obligation to close, are contingent on the following:
- (i) Buyers obtaining from a title company a title insurance commitment for an Owner's Title Insurance Policy in the amount of the purchase price on the Real Estate, subject only to exceptions acceptable to Buyers, and containing no restrictions on Buyer's intended use of the Real Estate.
 - (ii) Buyers obtaining a survey of the property showing no boundary disputes or encroachments that would restrict Buyer's use of the Real Estate.

3. Conveyance of Title.

Conveyance shall be by quit claim deed. Seller shall tender to Buyers fee simple title to the Real Estate by quit claim deed, in form approved by the City of St. Louis, City Counselor's Office and Buyers. Buyers to pay all closing, title insurance and recording fees.

4. Taxes / Miscellaneous Claims.

Seller warrants that there are no outstanding real estate taxes, liens, judgments, or violations of any kind levied against the Real Estate, and there shall be none owed at closing.

5. Liens / Judgments / Violations.

Seller shall not allow any liens, attachments, judgements, violations, 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. Personal Property.

It is expressly understood by the parties hereto that there is no personal property located on the Real Estate.

7. Possession.

The Seller shall retain possession of the Real Estate until closing. From and forever after closing, the Buyers shall be entitled to possession.

8. Closing.

Delivery of the quit claim deed conveying title shall be concurrent with the Buyer's payment of the purchase price set forth herein. The closing date ("Closing Date") for the foregoing sale shall be on such date as may be mutually agreed after the Mayor signs the ordinance. The closing of the sale ("Closing") shall take place at a mutually agreeable time and place. The Closing of the sale is contingent upon satisfaction or waiver of all contingencies or conditions precedent set forth in this contract. Title will pass when sale is closed.

9. Broker.

The parties hereto hereby agree that Buyers and Seller shall not be liable for the payment of any fees incurred by the other for services to any broker, agent or other party.

10. Entire Agreement.

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

11. Time of Essence.

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

12. Missouri Law Governs.

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

13. Cooperation - Additional Documents.

Buyers and Seller agree to cooperate and to sign any documents reasonably required to close this transaction, or to effect any related matters to the Real Estate, including without limitation, issuance of a title insurance policy to Buyer, as well as boundary or resubdivision plats, street and alley vacation petitions and plats, and Seller providing any existing records, reports, surveys, etc. in its possession concerning the Real Estate.

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IN WITNESS WHEREOF, the Seller and Buyer have duly signed this Agreement on the date first written above.

CITY OF SAINT LOUIS

By: _____

Michael F. Daniels
(Buyer)

By: _____

Darlene Green
Comptroller
(Seller)

By: _____

Ursula L. Thatch
(Buyer)

Approved as to form:

Michael A. Garvin
City Counselor

Attest:

Parrie L. May
City Register

Exhibit B

QUIT CLAIM DEED

THIS DEED, made and entered into this _____ day of _____ 2016, by and between the City of Saint Louis, a municipal corporation of the State of Missouri, 1200 Market Street St. Louis Missouri 63103, (Grantor), and Mr. Michael F. Daniels and Ms. Ursula Thatch , 5877 Nina Pl. 3E , St. Louis Missouri, 63112 (Grantees).

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

A certain parcel of land comprised of lots 14,15 and 16 in block 3 of Washington Heights, and in city block 4327 of the City of St. Louis, together fronting 107 feet 3 inches on the north line of Pershing Avenue, by a depth northwardly of 130 feet to the alley, bounded east by Des Peres Avenue .

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantees, and to its heirs and assigns, so that neither the said Grantor, 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.

IN WITNESS WHEREOF, the said Grantor and Grantees have executed these presents the day and year first above written.

THE CITY OF SAINT LOUIS
(Grantor)

(Grantees)

By: _____
Michael F. Daniels

BY: _____
Francis G. Slay
Mayor

By: _____
Ursula L. Thatch

BY: _____
Darlene Green
Comptroller

Attest:

Parrie L. May
City Register

Approved as to form:

Michael A. Garvin
City Counselor

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

On this _____ day of _____ 2016, before me appeared Francis G. Slay 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, respectively, and that they are authorized to execute this Quit-Claim Deed on behalf of the City of Saint Louis

