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AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND COMPTROLLER OF THE CITY OF ST. LOUIS TO EXECUTE A PURCHASE AND SALE AGREEMENT AND QUIT CLAIM DEED TO THE WASHINGTON UNIVERSITY FOR CERTAIN CITY-OWNED PROPERTY LOCATED IN CITY BLOCK 4854, WHICH PROPERTY IS KNOWN AS LOT 1, CONTAINING .42 ACRES MORE OR LESS, UPON RECEIPT OF AND IN CONSIDERATION OF THE SUM OF NINETY FIVE THOUSAND DOLLARS (\$95,000.00), 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, the Purchase and Sale Agreement, in substantially the form as attached hereto as **Exhibit A** and incorporated by reference herein, with The Washington University for certain City-owned property located in City Block 4854, which property is known as Lot 1, containing .42 acres more or less, and which is more fully described in said **Exhibit A**.

**SECTION TWO.** The Mayor and Comptroller are hereby authorized and directed to execute, upon receipt of, and in consideration of, the sum of Ninety Five Thousand Dollars (\$95,000.00), and other good and valuable consideration, and after satisfaction of all the terms and conditions of the Purchase and Sale Agreement, the Quit Claim Deed attached hereto as **Exhibit B** and incorporated by reference herein, to remise, release and forever quit-claim unto The Washington University certain City-owned property located in City Block 4854, which property is known as Lot 1, containing .42 acres more or less, and which is more fully described in said **Exhibit B**.

1 **SECTION THREE.** The Mayor and Comptroller of the City or their designated representatives  
2 are hereby authorized and directed to take any and all actions to execute and deliver for and on  
3 behalf of the City any and all additional certificates, documents, agreements or other instruments  
4 as may be necessary, desirable, convenient or proper in order to carry out the matters herein  
5 authorized.

6 **SECTION FOUR.** The Mayor and the Comptroller or their designated representatives, upon  
7 advice of the City Counselor, are hereby further authorized and directed to make any changes to  
8 the documents and instruments approved and authorized by this Ordinance as may be consistent  
9 with the intent of this Ordinance and necessary, desirable, convenient or proper in order to carry  
10 out the matters herein authorized.

11 **SECTION FIVE.** Emergency Clause. This Ordinance, being necessary for the immediate  
12 preservation of public peace, health, safety, and general welfare, shall be and is hereby declared  
13 to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the  
14 Charter of the City of St. Louis and, as such, this Ordinance shall take effect immediately upon  
15 its passage and approval by the Mayor.

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## **EXHIBIT A**

### **PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into as of the latest date of execution hereof (the "Effective Date"), by and between THE WASHINGTON UNIVERSITY, a corporation organized by special act of the General Assembly of the State of Missouri approved February 22, 1853 and acts amendatory thereto ("Buyer"), and THE CITY OF ST. LOUIS, MISSOURI, a body corporate and a political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri ("Seller").

WHEREAS, Seller is the owner of land located at 870 North Skinker and legally described as follows in the City of St. Louis, State of Missouri:

A TRACT OF LAND BEING PART OF LOT 4 OF ROSEDALE SUBDIVISION, PART OF VACATED OLIVE LANE AND PART OF CITY BLOCK 4854, IN CITY BLOCK 4854, CITY OF ST. LOUIS, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF SKINKER BOULEVARD, VARYING WIDTH, WITH THE CENTERLINE OF VACATED OLIVE LANE, 30 FEET WIDE, THENCE NORTHWARDLY ALONG SAID EAST RIGHT OF WAY LINE OF SKINKER BOULEVARD, VARYING WIDTH, ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 67 DEGREES 12 MINUTES 25 SECONDS EAST 390.00 FEET FROM THE LAST MENTIONED POINT A DISTANCE OF 247.77 FEET AND NORTH 59 DEGREES 11 MINUTES 36 SECONDS EAST 54.37 FEET TO THE WEST RIGHT OF WAY LINE OF THE METROLINK RIGHT OF WAY, VARYING WIDTH; THENCE SOUTHWARDLY ALONG SAID WEST RIGHT OF WAY LINE OF THE METROLINK RIGHT OF WAY, VARYING WIDTH THE FOLLOWING COURSES AND DISTANCES: SOUTH 08 DEGREES 27 MINUTES 24 SECONDS EAST 96.27 FEET, SOUTH 11 DEGREES 00 MINUTES 37 SECONDS EAST 117.48 FEET, SOUTH 37 DEGREES 53 MINUTES 01 SECOND WEST 22.55 FEET AND SOUTH 07 DEGREES 35 MINUTES 39 SECONDS WEST 15.00 FEET TO SAID CENTERLINE OF VACATED OLIVE LANE, 30 FEET WIDE; THENCE WESTWARDLY ALONG SAID CENTERLINE OF VACATED OLIVE LANE, 30 FEET WIDE, NORTH 82 DEGREES 06 MINUTES 56 SECONDS WEST 229.44 FEET TO THE POINT OF BEGINNING AND CONTAINING 34,491 SQUARE FEET OR 0.792 ACRES ACCORDING TO A SURVEY BY EFK MOEN, L.L.C. DURING JUNE, 2009.

Together with all improvements thereon, appurtenances thereto and the easements, access rights, and hereditaments thereto (all being hereinafter collectively referred to as the "870 Skinker Parcel").

WHEREAS, Buyer desires to buy and Seller desires to sell a portion of the 870 Skinker Parcel more particularly described as follows (the "Property"):

A TRACT OF LAND BEING PART OF LOT 4 OF "ROSEDALE SUBDIVISION", PART OF OLIVE LANE, AND PART OF CITY BLOCK 4854, IN CITY BLOCK 4854,

CITY OF SAINT LOUIS, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF SKINKER BOULEVARD, VARYING WIDTH, WITH THE CENTERLINE OF OLIVE LANE, 30 FEET WIDE; THENCE NORTHWARDLY ALONG SAID EAST RIGHT OF WAY LINE OF SKINKER BOULEVARD, VARYING WIDTH, ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 67 DEGREES 12 MINUTES 25 SECONDS EAST 390.00 FEET FROM THE LAST MENTIONED POINT A DISTANCE OF 159.93; THENCE LEAVING SAID EAST RIGHT OF WAY LINE OF SKINKER BOULEVARD, VARYING WIDTH, SOUTH 04 DEGREES 12 MINUTES 14 SECONDS EAST 29.93 FEET TO A POINT; THENCE SOUTH 54 DEGREES 05 MINUTES 44 SECONDS EAST 23.03 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 35 DEGREES 54 MINUTES 16 SECONDS WEST 214.00 FEET FROM THE LAST MENTIONED POINT A DISTANCE OF 81.99 FEET TO A POINT; THENCE NORTH 79 DEGREES 11 MINUTES 09 SECONDS EAST 69.99 FEET TO THE WEST RIGHT OF WAY LINE OF THE METROLINK RIGHT OF WAY, VARYING WIDTH; THENCE SOUTHWARDLY ALONG SAID WEST RIGHT OF WAY LINE OF THE METROLINK RIGHT OF WAY, VARYING WIDTH THE FOLLOWING COURSES AND DISTANCES: SOUTH 11 DEGREES 00 MINUTES 37 SECONDS EAST 40.67 FEET, SOUTH 37 DEGREES 53 MINUTES 01 SECONDS WEST 22.55 FEET AND SOUTH 07 DEGREES 35 MINUTES 39 SECONDS WEST 15.00 FEET TO THE CENTERLINE OF SAID OLIVE LANE 30 FEET WIDE; THENCE WESTWARDLY ALONG SAID CENTERLINE OF OLIVE LANE, 30 FEET WIDE, NORTH 82 DEGREES 06 MINUTES 56 SECONDS WEST 229.44 FEET TO THE POINT OF BEGINNING AND CONTAINING 18,466 SQUARE FEET OR 0.424 ACRES ACCORDING TO CALCULATIONS BY EFK MOEN, L.L.C. DURING OCTOBER 2009.

WHEREAS, for reference purposes, the Property is also herein referred to as "Lot 1."

WHEREAS, for reference purposes, the portion of the 870 Skinker Parcel referred to herein as "Lot 2" is that portion which Seller will retain after subdividing the 870 Skinker Parcel being more particular described as follows:

A TRACT OF LAND BEING PART OF LOT 4 OF "ROSEDALE SUBDIVISION," AND PART OF CITY BLOCK 4854, IN CITY BLOCK 4854, CITY OF SAINT LOUIS, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEAST RIGHT OF WAY LINE OF SKINKER BOULEVARD, VARYING WIDTH, WITH THE WEST RIGHT OF WAY LINE OF METROLINK RIGHT OF WAY, VARYING WIDTH; THENCE SOUTHWARDLY ALONG SAID WEST RIGHT OF WAY LINE OF THE METROLINK RIGHT OF WAY, VARYING WIDTH, SOUTH 08 DEGREES 27 MINUTES 24 SECONDS EAST 96.27 FEET AND SOUTH 11 DEGREES 00 MINUTES 37 SECONDS EAST 76.81 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY LINE OF METROLINK RIGHT OF WAY, VARYING WIDTH, SOUTH 79 DEGREES 11 MINUTES 09 SECONDS WEST 69.99 FEET TO A POINT;

THENCE ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS SOUTH 57 DEGREES 51 MINUTES 25 SECONDS WEST 214.00 FEET FROM THE LAST MENTIONED POINT A DISTANCE OF 81.99 FEET TO A POINT; THENCE NORTH 54 DEGREES 05 MINUTES 44 SECONDS WEST 23.03 FEET TO A POINT; THENCE NORTH 04 DEGREES 12 MINUTES 14 SECONDS WEST 29.93 FEET TO SAID SOUTHEAST RIGHT OF WAY LINE OF SKINKER BOULEVARD, VARYING WIDTH; THENCE NORTHEASTWARDLY ALONG SAID SOUTHEAST RIGHT OF WAY LINE OF SKINKER BOULEVARD, VARYING WIDTH; ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 43 DEGREES 42 MINUTES 43 SECONDS EAST 390.00 FEET FROM THE LAST MENTIONED POINT A DISTANCE OF 87.84 FEET AND NORTH 59 DEGREES 11 MINUTES 36 SECONDS EAST 54.37 FEET TO THE POINT OF BEGINNING AND CONTAINING 16,024 SQUARE FEET OR 0.368 ACRES ACCORDING TO CALCULATIONS BY EFK MOEN, L.L.C. DURING OCTOBER 2009.

WHEREAS, Seller is authorized by Ordinance No. \_\_\_\_\_ to enter into this Purchase and Sale Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereinafter expressed, it is hereby agreed as follows:

#### ARTICLE I - PURCHASE AND SALE

1.1 Agreement to Sell and Purchase. In accordance with and subject to the terms and conditions hereof, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property.

1.2 Purchase Price. The purchase price (the "Purchase Price") for the Property shall be Ninety Five Thousand and 00/100 Dollars (\$95,000.00) subject to adjustments on the basis of an actual year of 365 days, Seller to have the last day, as follows:

(a) Unless an exemption applies, general property taxes (state, county, municipal, school and fire district, and other local real estate taxes and personal property taxes) accrued for the current tax fiscal year shall be adjusted. If not fully paid prior to Closing, all taxes for prior years shall be charged to Seller as a credit against the Purchase Price. Special taxes or assessments, if any, upon the Property, assessed or becoming a lien on or prior to the date of Closing, including deferred payments or installment payments therefor payable after the date of Closing, shall be charged to Seller as a credit against the Purchase Price.

(b) Electricity, water, sewer, gas, electric and other utility charges shall be prorated between the parties so that Buyer shall be charged with any prepaid charges (as to the portion of such charges attributable to the period subsequent to Closing) as a debit to the Purchase Price, and Seller shall be charged with any accrued but unpaid, past due or delinquent charges (as to the portion of such charges attributable to the period prior to Closing) as a credit against the Purchase Price.

(c) Buyer shall pay all recording fees for the conveyance instruments. Seller shall pay all fees for releases of liens, if any. Buyer shall pay all title commitment and title insurance premiums.

(d) Buyer and Seller shall pay their own respective costs and expenses, including attorneys' fees, incidental to this Agreement and the transactions contemplated hereby.

1.3 Closing and Possession. The closing (herein referred to as the "Closing") of the transactions contemplated hereby shall take place at the offices of the Title Company on the first business day ten (10) days following the later to occur of (a) the execution of this Agreement, and (b) satisfaction of the contingencies set forth in Sections 1.6. and 1.7. Seller shall deliver possession of the Property to Buyer at Closing. Both Buyer and Seller shall close their respective portions of the transactions contemplated hereby at the offices of the Title Company (First American Title Insurance Company, 1600 South Brentwood, Suite 400, St. Louis, Missouri 63144), and not at any other title insurance company.

1.4 Deed. On the date of Closing, and as a condition thereto, Seller shall convey the Property to Buyer by quitclaim deed.

1.5 No Leases, Occupancies. On the date of Closing, and as a condition thereto, Seller shall deliver possession of the Property to Buyer free and clear of any leases, tenancies or occupancies.

1.6 Buyer Contingencies. The obligations of Buyer under this Agreement shall be subject to the satisfaction of each of the following contingencies:

(a) Buyer shall have obtained, at Buyer's expense, and reviewed and approved (as satisfactory to Buyer, in its discretion), a commitment in favor of Buyer for an ALTA Form B owner's policy of title insurance from the Title Company with respect to the Property. Buyer agrees to review and approve the commitment, and the title exceptions therein (or disapprove the same and thereby terminate this Agreement) on or before the Due Diligence Completion Date (and upon such approval, the exceptions disclosed thereon shall constitute "Permitted Exceptions" hereunder, other than the standard preprinted exceptions and any deeds of trust, mortgages, security agreements or other liens, all of which Seller shall cause to be removed and deleted at or prior to Closing).

(b) Buyer shall have obtained at Closing, at Buyer's expense (for the applicable premium), an owner's policy of title insurance from the Title Company in the amount of the Purchase Price, insuring the title and interest of Buyer in and to the Property, with exception only for the lien of general real estate taxes for the current tax fiscal year, and the Permitted Exceptions.

In the event that any one or more of the foregoing contingencies has not been satisfied or waived in writing by Buyer on or before the date of Closing (or, if earlier, the date of satisfaction thereof), then such condition precedent shall be deemed unsatisfied and this Agreement thereby terminated, and neither party shall have any further liability or obligation hereunder.

1.7 Mutual Contingencies. The obligations of each of Buyer and Seller under this Agreement shall be subject to the satisfaction of each of the following contingencies:

(a) Vacation of Olive Lane as a public street on or before the date that is Ninety days (90) following the Effective Date of this Agreement.

(b) Subdivision of the 870 Skinker Parcel into Lot 1 and Lot 2 on or before the date that is Ninety days (90) following the Effective Date of this Agreement.

Buyer acknowledges and agrees that vacation of Olive Lane as aforesaid, subdivision of the 870 Skinker Parcel as aforesaid, or both, may require approval of Seller acting through one or more of its executive and legislative functions, that Seller, acting through its legislative functions, is controlled by a Board of Aldermen as a legislative and deliberative body, and that nothing in this Agreement shall operate or be construed to bind Seller as to action by its executive functions with oversight responsibility for vacation and subdivision matters or as to action by its Board of Aldermen on any matter.

Buyer further agrees to assume responsibility for the cost and expense of preparing, submitting and recording all necessary petitions, plats and associated documentation for the vacation of Olive Lane as aforesaid and the subdivision of the 870 Skinker Parcel as aforesaid, including without limitation payment of all applicable fees to the City of St. Louis or any department or office thereof and payment of all surveyor costs and expenses.

In the event that any one or more of the foregoing contingencies has not been satisfied or mutually waived in writing by Buyer and Seller on or before the date of satisfaction thereof, then such condition precedent shall be deemed unsatisfied, and this Agreement thereby terminated, and neither party shall have any further liability or obligation hereunder.

1.8 AS-IS SALE. BUYER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES, RENOUNCES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF, AS TO, CONCERNING, OR WITH RESPECT TO, (I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (II) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, (III) THE COMPLIANCE OF OR BY THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (IV) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (V) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES, RENOUNCES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING WITHOUT LIMITATION, THOSE PERTAINING TO SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF

1980, AS AMENDED, AND THE REGULATIONS PROMULGATED THEREUNDER. BUYER SHALL RELY SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER, ITS AGENTS OR CONTRACTORS. SELLER SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF SELLER. THIS PROVISION SHALL SURVIVE CLOSING HEREUNDER OR ANY OTHER TERMINATION OR CANCELLATION OF THIS AGREEMENT.

## ARTICLE II – REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

2.1 Representations and Warranties. In order to induce Buyer to purchase the Property, Seller makes the following representations and warranties, each of which shall survive the Closing and the sale of the Property contemplated hereby:

(a) Seller hereby represents and warrants that it has full constitutional and lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms.

(b) Seller has full power and authority to enter into and perform its obligations under this Agreement and shall deliver to the Title Company at closing all affidavits and documents required by the Title Company to evidence such authority and such condition of title to the Property as the Title Company may require in order to issue an owner's policy of title insurance in a form acceptable to Buyer.

(c) Seller is not a foreign person or entity under the Foreign Investment in Real Property Tax Act of 1980, as amended.

(d) There are no tenancies or leases affecting the Property or any part thereof except as shall expire or be cancelled prior to Closing.

(e) There are no service, supply, maintenance, or management agreements affecting the Property or the operation of any part thereof except as shall expire or be cancelled prior to Closing.

(f) To the best knowledge of Seller, there is no litigation, claim, audit, action or proceeding pending or threatened before or by any court, public board or body or governmental or administrative agency or instrumentality by Seller or by any other person or entity in any manner affecting the Property, and there is no unpaid property tax, levy or assessment against the Property, nor does Seller have any knowledge of any pending or threatened condemnation proceeding against the Property or any portion thereof or of any public request, plans or proposals for changes in road grade, access or other municipal improvements that may affect the Property or result in a tax, levy or assessment against the Property.

(g) Seller has not dealt with any broker, finder or other person in connection with the offering, sale or negotiation of the sale of the Property in any manner that might give rise to any claim for commission against Buyer or any lien against the Property.

2.2 Covenants. Prior to Closing, Seller shall not (a) enter into any leases for the Property or any portion thereof, (b) enter into any service, supply, maintenance or other contracts pertaining to the Property or the operation of the Property, (c) purchase, lease or contract to purchase or lease new items of equipment or inventory with respect to the Property, or (d) alter or contract for the alteration of any existing improvements or construct or install or contract for the construction or installation of any improvements; without, in each instance, obtaining the prior written consent of Buyer.

### ARTICLE III – REPRESENTATIONS AND COVENANTS OF BUYER

3.1 Representations and Warranties. In order to induce Seller to sell the Property, Buyer makes the following representations and warranties, each of which shall survive the Closing and the sale contemplated hereby:

(a) Buyer is a corporation organized, validly existing and in good standing under the laws of the State of Missouri.

(b) Buyer has all necessary power and authority to enter into this Agreement, to execute and deliver the documents and instruments required of Buyer herein, and to perform its obligations hereunder.

(c) Buyer has dealt with no broker, finder or any other person, in connection with the purchase of or the negotiation of the purchase of the Property that might give rise to any claim for commission against Seller.

### ARTICLE IV - CASUALTY; CONDEMNATION

4.1 Casualty. In the event of the damage or destruction of all or any part of the Property prior to Closing, Buyer at its option, exercisable by written notice to Seller, may either (i) terminate this Agreement, whereupon neither party will have any further obligations hereunder (and the Deposit shall be returned to Buyer), or (ii) continue under this Agreement, whereupon Seller will assign to Buyer all its interest in and to any insurance policies and proceeds thereof payable as a result of such damage or destruction.

4.2 Condemnation. In the event of the taking of all or any part of the Property prior to Closing, by eminent domain or condemnation, then Buyer at its option, exercisable by written notice to Seller, may either (i) terminate this Agreement, whereupon neither party will have any further obligation hereunder (and the Deposit shall be returned to Buyer), or (ii) continue under this Agreement, whereupon Seller will assign to Buyer all its interest in and to any award and proceeds thereof payable as a result of such taking.

### ARTICLE V - MISCELLANEOUS

5.1 Easements.

(a) Temporary Construction Easement in Favor of Buyer: Seller shall grant to Buyer a nonexclusive right of entry and temporary construction easement (the “Buyer’s Temporary

Construction Easement”) in, upon, through, over, under and across a certain portion of Seller’s Property to be mutually agreed upon at a later date (the “Seller’s Temporary Easement Property”) subject to the terms of a Temporary Construction Easement Agreement which shall contain at least the following terms:

The purpose of Buyer’s Temporary Construction Easement shall be construction of a re-aligned Olive Boulevard and other roadway improvements east of Skinker Boulevard (the “University Improvements”).

Buyer shall have the right to enter and occupy the Seller’s Temporary Easement Property for the purpose of doing any and all matters that may be necessary or desirable in connection with the construction of such University Improvements including, but not limited to, the right to place in, upon, through, over, under and across the Seller’s Temporary Easement Property all equipment, structures, fixtures and other materials and items incidental thereto.

(b) Temporary Construction Easement in Favor of Seller: Buyer shall grant Seller a nonexclusive right of entry and temporary construction easement (the “Seller’s Temporary Construction Easement”) in, upon, through, over, under and across a certain portion of Buyer’s property to be mutually agreed upon at a later date (the “Buyer’s Temporary Easement Property”) subject to the terms of a Temporary Construction Easement Agreement which shall contain at least the following terms:

The purpose of the Seller’s Temporary Construction Easement shall be for access to and use as a staging area for construction of a public water facility (the “Water Company Improvements”).

Seller shall have the right to enter and occupy the Buyer’s Temporary Easement Property for the purpose of doing any and all matters that may be necessary or desirable in connection with the construction of such Water Company Improvements including, but not limited to, the right to place in, upon, through, over, under and across the Buyer’s Temporary Easement Property all equipment, structures, fixtures and other materials and items incidental thereto.

(c) Utility Easement: Buyer shall grant to Seller a perpetual non-exclusive easement for the construction, maintenance and replacement of water lines under a portion of the proposed new private roadway on Lot 1 that will extend east from Skinker Blvd., the exact dimensions of such easement shall be determined and mutually agreed upon at the time Seller notifies Buyer of its intent to construct the Water Company Improvements. The parties agree that they will work together in good faith with Buyer’s surveyor and/or engineers to locate the water line utility easement prior to construction the University’s Improvements.

Buyer shall grant to Seller a perpetual non-exclusive easement for the construction, maintenance and replacement of electrical service lines below the north eastern portion of Lot 1, the exact dimensions of such easement shall be determined and mutually agreed upon at a later date. The parties agree that they will work together in good faith with Buyer’s surveyor and/or engineers to locate the utility easement prior to construction of the University’s Improvements.

(d) Access Easement: Buyer shall grant to Seller a non-exclusive perpetual easement for ingress/egress across the University Improvements, the precise location of which shall be determined once the University Improvements are substantially complete. The parties agree that they will work together in good faith with Buyer’s surveyor and/or engineers to locate the access easement once the University Improvements have been designed and/or constructed.

5.2 Lot 2 Maintenance. The parties agree that Seller will permit Buyer to enter upon Lot 2 (the remainder of its property) from time to time for the sole purpose of maintaining the vacant Lot 2 until such time as Seller begins constructing the Water Company Improvements. Buyer's maintenance activities on Lot 2 may include but not be limited to mowing, weeding and removing litter and other debris from Lot 2. Such maintenance activities shall be in the sole discretion of Buyer and nothing herein shall obligate the Buyer to perform any maintenance to Lot 2 or require Buyer to maintain Lot 2 to any specific aesthetic standard. However, if Buyer undertakes such maintenance, it shall do so at Buyer's sole cost and expense.

5.3 Buyer's Indemnity. Buyer covenants and agrees to assume liability for and to defend, indemnify and hold Seller harmless from and against injuries to or death of persons (including reasonable fees and expenses of attorneys) arising out of the negligent errors, acts or omissions or misconduct of Buyer or any party for whom Buyer is legally liable which results from Buyer's presence on Lot 2 (or the presence of any party for whom Buyer is legally liable), except to the extent due to the negligence or misconduct of the Seller or any party for whom the Seller is legally liable. The Seller covenants and agrees, to the extent permitted by law, to assume liability for and to defend, indemnify and hold Buyer harmless from and against injuries to or death of persons (including reasonable fees and expenses of attorneys) arising out of the negligent errors, acts or omissions or misconduct of Seller or any party for whom Seller is legally liable which results from Seller's presence on Lot 1 (or the presence of any party for whom Seller is legally liable), except to the extent due to the negligence or misconduct of the Buyer or any party for whom the Buyer is legally liable.

5.4 Seller's Pumping Facility (Design Aesthetics). The parties acknowledge that Buyer has made and will continue to make a considerable effort to enhance the overall aesthetics of the area along Skinker Boulevard north of Delmar Boulevard and that the design aesthetic of all new construction in the area is critical to the development and growth of the area. Therefore, the parties agree that at such time as Seller designs its new pumping facility, Seller shall provide Buyer a meaningful opportunity to review and comment on the design aesthetics of the exterior of the pumping facility. If Buyer proposes a reasonable modification of the design aesthetic of the facility exterior, Seller will approve such request provided that 1) such proposed aesthetic modification does not materially impair or alter the functionality of the facility in order for it to be used for its intended purpose and 2) Buyer pays for the increased costs, if any, resulting from its proposed aesthetic modifications including any increased cost of using different material on the building exterior not originally specified in Seller's design as provided to Buyer for review.

5.5 Binding Agreement. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective heirs, personal representatives, successors and assigns.

5.6 Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally or sent by registered or certified mail, postage pre-paid, and addressed as set forth below. Any party may change the address to which notices are to be addressed by giving the other parties notice in the manner herein set forth.

(a) If to Buyer:

Amy B. Kweskin  
Treasurer  
The Washington University

Campus Box 1084  
700 Rosedale Avenue  
St. Louis, Missouri 63112

With a copy to:

Heidi Potter Klosterman  
Associate General Counsel  
The Washington University  
Campus Box 1058  
One Brookings Drive  
St. Louis, Missouri 63130-4899

(b) If to Seller:

City of St. Louis  
Office of the Comptroller  
City Hall  
1200 Market Street, Room 212  
St. Louis, Missouri 63103

With a copy to:

Curtis B. Skouby, P.E.  
Water Commissioner  
City of St. Louis Water Division  
Dept. of Public Utilities  
1640 S. Kingshighway  
St. Louis, MO 63110

With a copy to:

City Counselor  
City of St. Louis  
314 City Hall  
St. Louis, Missouri 63103

5.7 Representatives Not Personally Liable. No elected or appointed trustee, officer, agent, employee or attorney of the Buyer shall be personally liable to the Seller in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement. No elected or appointed official, agent, employee or representative of the Seller shall be personally liable to the Buyer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

5.8 Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Missouri.

5.9 Time of the Essence. Time is of the essence with respect to each and every provision of this Agreement.

5.10 Performance on Business Days. If any date for the occurrence of an event or act under this Agreement falls on a Saturday or Sunday or legal holiday in the State of Missouri, then the time for the occurrence of such event or act shall be extended to the next succeeding business day.

5.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

5.12 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

5.13 Entire Agreement. This Agreement constitutes the entire undertaking between the parties hereto, and supersedes any and all prior agreements, arrangements and understandings between the parties.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

THE WASHINGTON UNIVERSITY

By: \_\_\_\_\_

Name: Amy B. Kweskin

Title: Treasurer

Date of Execution: \_\_\_\_\_

CITY OF ST. LOUIS, MISSOURI

By: \_\_\_\_\_

Name: Francis G. Slay

Title: Mayor

Date of Execution: \_\_\_\_\_

By: \_\_\_\_\_

Name: Darlene Green

Title: Comptroller

Date of Execution: \_\_\_\_\_

(SEAL)

Attest:

\_\_\_\_\_  
Parrie L. May, City Register

Approved as to Form:

\_\_\_\_\_  
City Counselor

## EXHIBIT B

### QUIT CLAIM DEED

THIS QUITCLAIM DEED, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, 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 THE WASHINGTON UNIVERSITY, a corporation established by Act of the General Assembly of the State of Missouri approved February 22, 1853 and acts amendatory thereto, whose address is One Brookings Drive, Campus Box 1058, St. Louis, Missouri 63130-4899 ("Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents Remise, Release and Forever Quitclaim unto the Grantee, the following described Real Estate, situated in the City of St. Louis and State of Missouri, to wit:

A TRACT OF LAND BEING PART OF LOT 4 OF "ROSEDALE SUBDIVISION", PART OF OLIVE LANE, AND PART OF CITY BLOCK 4854, IN CITY BLOCK 4854, CITY OF SAINT LOUIS, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF SKINKER BOULEVARD, VARYING WIDTH, WITH THE CENTERLINE OF OLIVE LANE, 30 FEET WIDE; THENCE NORTHWARDLY ALONG SAID EAST RIGHT OF WAY LINE OF SKINKER BOULEVARD, VARYING WIDTH, ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 67 DEGREES 12 MINUTES 25 SECONDS EAST 390.00 FEET FROM THE LAST MENTIONED POINT A DISTANCE OF 159.93; THENCE LEAVING SAID EAST RIGHT OF WAY LINE OF SKINKER BOULEVARD, VARYING WIDTH, SOUTH 04 DEGREES 12 MINUTES 14 SECONDS EAST 29.93 FEET TO A POINT; THENCE SOUTH 54 DEGREES 05 MINUTES 44 SECONDS EAST 23.03 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 35 DEGREES 54 MINUTES 16 SECONDS WEST 214.00 FEET FROM THE LAST MENTIONED POINT A DISTANCE OF 81.99 FEET TO A POINT; THENCE NORTH 79 DEGREES 11 MINUTES 09 SECONDS EAST 69.99 FEET TO THE WEST RIGHT OF WAY LINE OF THE METROLINK RIGHT OF WAY, VARYING WIDTH; THENCE SOUTHWARDLY ALONG SAID WEST RIGHT OF WAY LINE OF THE METROLINK RIGHT OF WAY, VARYING WIDTH THE FOLLOWING COURSES AND DISTANCES: SOUTH 11 DEGREES 00 MINUTES 37 SECONDS EAST 40.67 FEET, SOUTH 37 DEGREES 53 MINUTES 01 SECONDS WEST 22.55 FEET AND SOUTH 07 DEGREES 35 MINUTES 39 SECONDS WEST 15.00 FEET TO THE CENTERLINE OF SAID OLIVE LANE 30 FEET WIDE; THENCE WESTWARDLY ALONG SAID CENTERLINE OF OLIVE LANE, 30 FEET WIDE, NORTH 82 DEGREES 06 MINUTES 56 SECONDS WEST 229.44 FEET TO THE POINT OF BEGINNING AND CONTAINING 18,466 SQUARE FEET OR 0.424 ACRES ACCORDING TO CALCULATIONS BY EFK MOEN, L.L.C. DURING OCTOBER 2009.

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, 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 Grantee have executed these presents the day and year first above written.

**GRANTOR:**

**GRANTEE:**

THE CITY OF SAINT LOUIS

THE WASHINGTON UNIVERSITY

By: \_\_\_\_\_  
Francis G. Slay  
Mayor

By: \_\_\_\_\_  
Amy B. Kweskin  
Treasurer

By: \_\_\_\_\_  
Darlene Green  
Comptroller

Attest:

\_\_\_\_\_  
Parrie L. May, City Register

Approved as to Form:

\_\_\_\_\_  
City Counselor

STATE OF MISSOURI            )  
                                          ) SS.  
CITY OF ST. LOUIS            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me appeared Francis G. Slay, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF MISSOURI            )  
                                          ) SS.  
CITY OF ST. LOUIS            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me appeared Darlene Green, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



STATE OF MISSOURI     )  
                                          )  
COUNTY OF ST. LOUIS    )     ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me appeared Amy B. Kweskin, to me personally known, who being by me duly sworn, did say that she is the Treasurer of THE WASHINGTON UNIVERSITY, a corporation organized and existing by Act of the General Assembly of the State of Missouri approved February 22, 1853 and acts amendatory thereto, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_