



**STATE OF MISSOURI**

**Office of Administration  
Division of Facilities Management, Design and Construction**

**SALE OF  
STATE-OWNED REAL ESTATE**

**5701-5707 Wilson Avenue  
St. Louis, MO**

**STATE OF MISSOURI  
SALE OF STATE-OWNED REAL ESTATE**

**TERMS AND CONDITIONS OF SALE**

The State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction (“State”) will receive offers from prospective buyers (“Buyer”) for the real property described below.

**DESCRIPTION OF PROPERTY**

1. The real property to be sold is located at 5701-5707 Wilson Avenue, St. Louis, Missouri, and is more particularly described in Exhibit 1, which is attached to this document and incorporated by reference (“Property”).
2. The Property is a 4.2-acre tract of land containing a 39,119 square-foot (gross building area) former school facility. The Property is located on the south side of Interstate 44, approximately 0.25 miles east of Hampton Avenue. The Property is nearly rectangular, with approximately 355.2 feet of frontage on the north side of Wilson Avenue and approximately 294 feet along the south side of Interstate 44. The surrounding properties to the west are commercial and the properties to the east are residential.
3. The State of Missouri acquired the Property in 1968. The Department of Elementary and Secondary Education operated the Hubert Wheeler State School on the Property from approximately 1970 to 1994. The Property was leased to Harris Stowe University for classroom use from approximately 2003 to 2014. The building has been vacant since 2014.
4. The Property is identified by the City of St. Louis as Parcel No. 402200020 (9 Digit Parcel ID) or 4022-00-0020-0 (Tax Record No.).

**NOTICE OF ENVIRONMENTAL CONTAMINATION AND RESTRICTIONS**

1. **This Property contains levels of environmental contaminants (including, but not limited, to benzo(a)pyrene, arsenic, and lead), that make the Property not suitable for residential use. Any soil disturbance, drilling, or use or disturbance of groundwater at the Property will require prior consultation and approval from the Missouri Department of Natural Resources. This property also contains solid wastes buried on the property. The Property is being sold with the requirement that the Buyer place an environmental covenant/institutional controls on the Property at the time of closing. The Buyer is hereby notified that the Buyer may be assuming liability for any future remedial action at the site.**
2. Historic data indicate that, prior to the State of Missouri acquiring the Property, abandoned clay mine excavations present on and near the Property were used as unregulated dumping grounds for products associated with coal gasification, brick making, and building demolition/construction. The State of Missouri, Office of Administration conducted site exploration and partial remediation actions on the Property from December 1998 through

March 2000, with site restoration finalized in September 2000. Upon completion of the environmental response project described above, contaminants of concern, which include, but may not be limited to benzo(a)pyrene, arsenic, and lead, remain on the Property above levels that allow for the unrestricted use of the Property, and solid wastes remain buried on the Property. The environmental response project described above is deemed protective by the Missouri Department of Natural Resources only if an environmental covenant/institutional controls containing activity and use limitations are implemented remain in place for as long as the contaminants of concern remain at the Property above levels that allow for the unrestricted use of the Property.

3. A draft copy of the required environmental covenant is attached hereto as Exhibit 2. The terms of the covenant are not subject to change without approval of the Department of Natural Resources. An environmental covenant in substantially the form of Exhibit 2 shall be executed by the Buyer at the time of closing and shall be recorded concurrently with the deed.
4. The Office of Administration will provide documentation regarding environmental contaminants and/or hazardous substances on the Property upon request or upon execution of a contract for the sale of real estate. Documentation may also be obtained from the Department of Natural Resources or the Environmental Protection Agency through a public records request.

#### **GENERAL CONDITIONS OF SALE**

1. Sale of the Property (including any improvements) shall be on an “as is,” “where is” basis.
2. The Buyer agrees to take title to the Property subject to any outstanding taxes, any special liens or assessments, comprehensive land use plans, zoning, restrictions, prohibitions, permits, leases, tenancies and encumbrances affecting the Property, and other requirements or liens imposed by governmental authority, restrictions, qualifications and matters appearing on the plat, or otherwise common to the subdivision, restrictive covenants, public utility easements, and all outstanding easements, reservations, and other interests.
3. All of the State’s right, title, and interest will be conveyed to buyer by quitclaim deed without any warranties or covenants. The successful Buyer may, at its own cost, obtain a preliminary commitment for title insurance and leasehold title insurance, naming the Buyer as the insured, as set forth in the contract agreed to by the parties.
4. The State does not provide any warranties or representations regarding the environmental condition of the Property. The successful Buyer may, at its own cost, obtain an environmental assessment, as set forth in the contract agreed to by the parties.
5. Each offer shall be accompanied by an earnest money deposit (“Earnest Deposit”) in the form of a certified or cashier’s check or irrevocable letter of credit from a financial institution, made payable to the State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction in the amount of ten percent (10%) of the Buyer’s offer.
6. The Earnest Deposit shall be forfeited to the State if the successful Buyer fails to perform as specified after written notification of award. The Earnest Deposit will be applied to the purchase

price for the successful Buyer. Any Earnest Deposit received from an unsuccessful Buyer will be returned within ten (10) business days after the State's decision.

7. At closing, the successful Buyer shall be required to pay the balance of the purchase price by wire transfer of funds or other immediately available funds acceptable to the State, made payable to the State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction or to the State's designated closing agent.
8. The prospective Buyer is responsible for arranging any necessary financing. The name of any lender to be involved, if applicable, should be included with the offer.
9. The Buyer shall pay for all costs of closing including, but not limited to, the cost incurred through surveying, advertising, and appraisal of the Property, title insurance, recording costs, real estate brokerage fees, and any other closing costs that the Buyer may incur. The State may require that the closing be processed by and through a title insurance company, or other agent, designated by the State, and the Buyer shall pay any costs charged by such company or agent for this closing service.
10. The Buyer shall pay all costs of sale incurred by the State or other parties on behalf of the State, by separate certified or cashier's check, made payable to State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction or an escrow agent designated by the State, at the time of closing.
11. A copy of FMDC's standard Contract for the Sale of Real Estate is included as an Exhibit 3 to this RFP. The successful Buyer will be expected to agree to and execute the Contract within fifteen (15) business days after notice of award. The State may choose to negotiate terms of the Contract with the successful Buyer within the fifteen (15) business day period. If the parties are unable to successfully reach an agreement on Contract terms after fifteen (15) days, the State may reject the offer and accept another offer. More time may be allowed for Contract negotiation at the State's discretion. It is requested that the prospective Buyer identify all proposed terms of the Contract to be negotiated with the Buyer's offer.

## **GENERAL INFORMATION**

1. It shall be the responsibility of each Buyer to raise any questions concerning the Property or the terms and conditions of sale or sale procedures prior to submitting an offer.
2. For information concerning the Property and/or sale procedures please contact:

Sheila Eastlick, Real Estate Specialist  
Division of Facilities Management, Design and Construction  
301 W. High Street, Room 730  
PO Box 809  
Jefferson City, MO 65101  
(573)522-2283  
[sheila.eastlick@oa.mo.gov](mailto:sheila.eastlick@oa.mo.gov)

3. Buyers are cautioned to carefully examine this Terms and Conditions of Sale and the Property being offered for sale. A Buyer will not be relieved of any liabilities and/or obligations because of its lack of knowledge of conditions or requirements.
4. An on-site inspection of the Property is not mandatory, but is strongly recommended. Please contact the Real Estate Specialist, identified above, to arrange for an on-site inspection.
5. The State is not bound by or responsible for any information verbally given to any prospective Buyer by any employee or contractor of the State. Only those communications pertaining to this offer, which are in writing from the State, may be considered as a duly authorized expression on behalf of the State.

#### **OFFER SUBMISSION - REVISED 8/21/23**

1. The Property will be advertised for sale and offers will be received until **5:00 p.m. on Tuesday, September 5, 2023**. If the initial offer period does not produce a viable award recommendation, the State may, at its discretion, extend the offer period until it receives a viable offer.
2. **Offers should be submitted by U.S. Postal Service, commercial carrier, or hand delivery before the deadline to:**

**Attn: Sheila Eastlick, Real Estate Specialist  
Division of Facilities Management Design and Construction  
301 W. High Street, Room 730  
PO Box 809  
Jefferson City, Missouri, 65102**

3. Each prospective Buyer must enter its name and return address in the upper left-hand corner of the envelope containing the offer for identification purposes, and ensure that the envelope is addressed as set forth above.
4. The attached Offer Form must be completed in its entirety and be submitted in accordance with the procedures set forth herein. The price offer for the Property must be entered on the Offer Form.

#### **OFFER ACCEPTANCE**

The State reserves the right to reject or to negotiate any and all offers. The State will determine the successful offer or in its sole discretion, based on the best interest of the State of Missouri.

**OFFER FORM**

Buyer hereby offers the lump sum of \$ \_\_\_\_\_ for the purchase of the state real estate located at \_\_\_\_\_. The lump sum entered above does not include closing costs and other costs of the sale as described in the Terms and Conditions of Sale.

**CERTIFICATION**

I hereby certify that this offer is made without prior understanding, agreement or connection with any corporation, firm or person submitting an offer for this Property and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer, and certify that I am authorized to sign this Offer Form for the Buyer. I further certify that I have read and understand all the offer specifications and conditions. I agree to all terms, conditions and provisions that pertain to the sale of the specified Property.

BUYER NAME	AUTHORIZED SIGNATURE
BUYER MAILING ADDRESS	AUTHORIZED SIGNATURE (Print)
CITY                      STATE                      ZIP CODE	TITLE
TELEPHONE NUMBER NUMBER	CORPORATION CHARTER

Please note the following:

- Ensure that the name of the individual or entity purchasing the Property is properly and uniformly written (as it should appear on the deed).
  
- If the Buyer is an entity such as a general partnership, corporation, limited liability company, limited liability partnership or other organization that is not a natural person, make sure that the individual signing on behalf of the entity is authorized to do so and that his/her title matches the title on record with the Missouri Secretary of State or similar governmental entity having jurisdiction over such matters in the jurisdiction in which the entity was formed.

## EXHIBIT 1

Lots 29, 30, 31, 32, 33 and part of Lots 27 and 28 in Block 2 of CHELTENHAM, Lots 21, 22, 23 and part of Lot 20 of WIBLE'S EASTERN ADDITION to CHELTENHAM, together with the Western 36 feet of former January Avenue vacated under the provisions of Ordinance No. 52058, and in Blocks 4022 and 4023 of the City of St. Louis, more particularly described as follows: Beginning at a point in the North line of Wilson Avenue, 40 feet wide, at its intersection with a line 36 feet East of and parallel to the West line of former January Avenue, 60 feet wide, as vacated under the provisions of Ordinance No. 52058; thence North 82 degrees 57 minutes 15 seconds West along said North line of Wilson Avenue a distance of 355.20 feet to a point; thence North 8 degrees 15 minutes 30 seconds East a distance of 472.56 feet to a point in the Southerly Right-of-Way line of Interstate Highway I-44; thence in an Easterly direction along said Right-of-Way line North 87 degrees 03 minutes 45 seconds East a distance of 25.59 feet to an angle point being located in the Eastern line of Lot 20 of Wible's Eastern Addition to Cheltenham, said point being 477 feet North along the Eastern line of said Wible's Addition from the Northern line of Wilson Avenue, 40 feet wide; thence South 87 degrees 53 minutes 03 seconds East and along said I-44 Right-of-Way line 295.71 feet to a point in the West line of said former January Avenue vacated as aforesaid at a point being 502.42 feet North along said line from the Northern line of Wilson Avenue; thence North 74 degrees 42 minutes 01 seconds East along the South Right-of-Way line of I-44 a distance of 39.27 feet to a point in a line 36 feet East of and parallel to said West line of former January Avenue, vacated as aforesaid; thence South 8 degrees 15 minutes 30 seconds West along said line 36 feet East of the West line of former January Avenue, vacated as aforesaid, a distance of 517.36 feet to the point of beginning.

## EXHIBIT 2

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(ABOVE SPACE RESERVED FOR RECORDER'S USE)

Document Title: Environmental Covenant

Document Date:

Grantor: \_\_\_\_\_  
[address]

Grantee: \_\_\_\_\_  
[address]

Department: Missouri Department of Natural Resources  
P.O. Box 176, 1101 Riverside Drive, Jefferson City, Missouri 65102

Legal Description: See attached Exhibit A.



## ENVIRONMENTAL COVENANT

This Environmental Covenant (“Covenant”) is entered into by and between the Grantor, \_\_\_\_\_ (“Owner”), the Grantee, \_\_\_\_\_ (“Holder”), and the Missouri Department of Natural Resources (“MDNR” or “Department”) pursuant to the Missouri Environmental Covenants Act, Sections 260.1000 through 260.1039, RSMo. Owner, Holder, and the Department may collectively be referred to as the “Parties” herein.

### RECITALS

WHEREAS, Owner is the owner in fee simple of certain real property commonly known and numbered as 5701-5707 Wilson Avenue, St. Louis, MO, shown on the site map attached hereto as Exhibit B, and legally described as:

See attached Exhibit A

(the “Property”);

WHEREAS, the Property is situated in the City of St. Louis, Missouri;

WHEREAS, Owner desires to grant to the Holder this Covenant for the purpose of subjecting the Property to certain activity and use limitations as provided in the Missouri Environmental Covenants Act;

WHEREAS, MDNR enters into this Covenant as a “Department” pursuant to the Missouri Environmental Covenants Act, Sections 260.1000 through 260.1039 RSMo, with all the attendant rights of a “Department” under such Act, which include, but are not limited to, having a right to enforce this Covenant;

WHEREAS, Holder enters into this Covenant as a “Holder” pursuant to the Missouri Environmental Covenants Act, with all the attendant rights of a “Holder” under such Act, which include, but are not limited to, acquiring an interest in the Property and a right to enforce this Covenant;

WHEREAS, State of Missouri, Office of Administration (OA), performed soil and groundwater investigations between 1993 and 1995, and exploration/remedial and site restoration actions between 1998 and 2000 on the Property, according to the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA).

WHEREAS, the environmental response project conducted at the Property included the following activities:

Historic data indicate that abandoned clay mine excavations present on and in the vicinity of the Property prior to the its acquisition by the State of Missouri in 1968 had been used as unregulated dumping grounds for products associated with coal gasification, brick making, and

building demolition/construction. The State of Missouri, Department of Elementary and Secondary Education operated the Hubert Wheeler State School on the Property from 1970 to 1994.

A subsurface soil assessment was conducted up to a depth of 10 feet in August 1993 to address the presence of a tar-like substance oozing out of the Hubert Wheeler State School playground. The results indicated that the soil on the Property was contaminated with lead and semi-volatile coal tar components at concentrations above the Missouri Department of Health (MDOH) [now referred to as Missouri Department of Health and Senior Services, DHSS] Any Use Soil Levels (ASLs). During the 1993 soil assessment, regulated solid wastes were also observed buried along with the hazardous wastes on the property. The Missouri Department of Elementary and Secondary Education (DESE) closed the school in 1994.

The Department conducted surface soil sampling in July 1994 under CERCLA during a Site Inspection concomitant with DESE's site investigation soil sampling activities. The analytical results indicated that surface soil contamination exceeding the MDOH ASL's was prevalent throughout the courtyard/playground area.

An additional assessment for the playground area was performed on the Property during the spring and summer of 1995 and it involved the collection of more soil and groundwater samples and completion of geophysical surveys. The results of this additional deeper subsurface assessment showed that 1) the contamination extended only to shallow soil and underlying fill material, and 2) groundwater at the Property was not contaminated with tar components. However, the Department's evaluation of the data in 2020 determined that the concentrations of arsenic, cadmium, chromium, and lead in the groundwater exceeded the 2019 Environmental Protection Agency (EPA) Maximum Contaminant Levels (MCLs) for drinking water. The additional assessment report "Additional Assessment Playground Site Restoration Hubert Wheeler State School 5707 Wilson Avenue St. Louis, Missouri" prepared by Geotechnology, Inc. and dated September 7, 1995 recommended a remedial approach consisting of excavation of surface soil contamination, investigation of magnetic and infrared anomalies in an attempt to identify and remove potential source materials, and reducing the potential for human and environmental exposure through the implementation of institutional controls.

In March 1996, the Department sampled soils from residential yards located in the vicinity of the Property during a Removal Site Evaluation investigation performed under the authority of CERCLA, as amended by SARA. MDOH reviewed the analytical results and determined that the risk of exposure to soils contaminated with polycyclic aromatic hydrocarbons (PAHs) above levels of concern was very low in residential yards. However, MDOH recommended a removal action be conducted on the Property because of the apparent underground sources of free-product tar.

At the request of the Department, MDOH determined Preliminary Remedial Goals (PRGs) for the surface and subsurface soils at the Property and included them in a letter dated April 1, 1997. The same letter mentioned that in February, the Department, MDOH and OA had expressed their willingness to restrict the use of school property from future residential use. In a letter dated May 19, 1997, the Department presented remedial alternatives to OA for review. The

Department and MDOH approved OA's work plan for voluntary cleanup action in November 1998. OA conducted the exploration and partial remediation actions from December 1998 through March 2000. Site restoration was finalized in September 2000. The work is documented in the June 2001 "Documentation Report Exploration/Remedial Action Hubert Wheeler State School". Benzo(a)pyrene remained in the subsurface soils at the site at concentrations above the 1997 occupational  $10^{-5}$  PRG, but below the  $10^{-4}$  PRG, and also below soil EPA 2019 composite worker regional screening levels (RSLs) and 2020 composite worker risk-based removal management levels (RMLs) at  $10^{-4}$  target risk (TR). Arsenic and lead remained in the subsurface soils at concentrations above all the levels mentioned above.

In a letter dated June 19, 2000, the Department requested MDOH to prepare a Health Consultation for the Property and also recommended institutional and engineering controls. Also, it is stated in the letter that, *"A voluntary restrictive covenant should be filled by OA-DFM with the recorder of deeds stating a brief history of the site and the nature of contamination that is known, that the property will not be used for residential purposes, and that ground water at the site will not be used. The restrictive covenant should also specify that DNR will be notified in advance of any transfer of ownership and proposed changes in use of the property. Also it should be noted that prospective Buyers of the property will be notified of the history of the site and the nature of contamination, and the terms of site restrictions."*

MDOH and the Agency for Toxic Substances and Disease Registry (ATSDR) completed the Health Consultation in August 2000. The Health Consultation summarized the results of the soil sampling accomplished during the cleanup action and concluded that no adverse health effects were expected from levels remaining in the surface soils. The Health Consultation also recommended that, 1) the site should be used only for occupational purposes, and 2) engineering and institutional controls, including but not limited to filing a voluntary restrictive covenant with Recorder of Deeds to restrict the use of groundwater at the Property, should be put in place if exposure with contaminated subsurface soils should occur during future site redevelopment.

WHEREAS, upon completion of the environmental response project described above, contaminants of concern, which include, but may not be limited to benzo(a)pyrene, arsenic, and lead, remain on the Property above levels that allow for the unrestricted use of the Property; and solid wastes regulated under the Missouri Solid Waste Management Law and regulations also remain buried on the Property.

WHEREAS, the environmental response project described above is deemed protective if, and only if, the activity and use limitations described in this Covenant remain in place for as long as the contaminants of concern remain at the Property above levels that allow for the unrestricted use of the Property.

NOW THEREFORE, Owner, Holder, and the Department agree to the following:

**1. Parties.**

The Owner, Holder, and the Department are parties to this Covenant, and may enforce it as provided in Section 260.1030, RSMo.

**2. Activity and Use Limitations.**

Owner hereby subjects the Property to, and agrees to comply with, the following activity and use limitations:

**A. No Residential Land Use:**

Based on reports on file at MDNR's offices in Jefferson City, Missouri, and EPA's offices in Lenexa, Kansas, the Property currently meets the Department's and EPA's standards for non-residential use. Therefore, contaminants of concern remaining at the Property do not pose a significant current or future risk to human health or the environment so long as the restrictions below remain in place.

The Property shall not be used for residential purposes, which for purposes of this Covenant include but are not limited to: single family homes, duplexes, multi-plexes, apartments, condominiums, schools, retirement or senior/child-care facilities, or any land use where persons can be expected to reside.

**B. No Disturbance of Soil:**

Based on reports on file at MDNR's offices in Jefferson City, Missouri and EPA's offices in Lenexa, Kansas, the contaminants of concern remaining at the Property exceed the Department's and EPA's standards for non-residential use and/or construction worker exposure, but do not pose a significant current or future risk to human health or the environment with respect to non-residential uses of the property so long as the soil is not disturbed such that exposure may result.

Therefore, soil on the Property shall not be excavated or otherwise disturbed in any manner without the prior written approval of the Department or in accordance with a Soil Management Plan approved by the Department. Without a Soil Management Plan, when an Owner/Transferee desires to disturb soil at the Property, then such Owner/Transferee shall request permission to do so from the Department at least 30 days before the soil disturbance activities are scheduled to begin. Based on the potential hazards associated with the soil disturbance activities, the Department may deny the request to disturb the soils or may require specific protective or remedial actions before allowing such soil disturbance activities to occur.

The Owner/Transferee may propose a Soil Management Plan for Department approval. If approved, Owner/Transferee may disturb soil at the Property pursuant to the Soil Management Plan. Both Owner/Transferee and the Department shall keep a copy of the approved Soil Management Plan.

If, at any time during re-development of the property, additional, substantial solid waste is discovered on the property, the Department's Waste Management Program shall be notified of the presence of any such waste. If the solid waste is left in place at the completion of the re-development activities, the

Owner/Transferee shall document the presence of the solid waste by filing a survey plat or detailed description with the county recorder of deeds in accordance with 10 CSR 80-2.030(2).

Contaminated soil may be disturbed if necessary during an emergency (such as water or gas main break, fire, explosion or natural disaster), in which case the Owner/Transferee shall ensure that notification is provided to the Department and Holder verbally or in writing as soon as practicable, but no later than 48 hours after the disturbance begins. Any contaminated soil disturbed as part of an emergency response action must be returned to its original location and depth, or properly characterized, managed and disposed of, in accordance with all applicable local, state, and federal requirements. Within 30 days after such emergency has been abated, the Owner/Transferee shall provide a written report to the Department describing such emergency and any response actions.

**C. Construction Worker Notice**

In the event that construction or excavation work is to be performed that may expose workers to contaminated soil on the Property, Owner/Transferee shall ensure that actual notice is provided in advance, both verbally and in writing, to any person or entity performing any work that will or is likely to result in exposure to such soil, so that appropriate protective measures are taken to protect such workers' health and safety in accordance with applicable health and safety laws and regulations. Such notice shall include, but not be limited to, providing a copy of this Covenant [*and Soil Management Plan, if applicable*] to any individuals conducting or otherwise responsible for the work. Owner/Transferee shall maintain copies of any such written notice for a period of at least three years, and shall provide copies of such records to the Department and/or Holder upon request.

**D. No Drilling or Use of Groundwater:**

Based on reports on file at MDNR's offices in Jefferson City, Missouri, and EPA's offices in Lenexa, Kansas, the contaminants of concern remain in groundwater in one or more zones beneath the Property at levels exceeding the Department's or EPA's standards for one or more specific groundwater uses. Such exceedances include: arsenic, cadmium, chromium, and lead measured in the groundwater in 1995 at levels that exceeded the MCLs for drinking water.

Therefore, in addition to any applicable state or local well use restrictions, including City of St. Louis Ordinance 66777, and supporting 2006 Memorandum of Understanding between the Department and the City of St. Louis, the following restrictions shall apply to the Property:

- 1) Groundwater from the Property shall not be consumed or otherwise used for any purpose, except as approved by the Department for the collection of groundwater samples for environmental analysis purposes, collection or

treatment of groundwater for remedial purposes, or collection or treatment of groundwater as part of excavation or construction activities.

2) There shall be no drilling or other artificial penetration of any groundwater-bearing unit(s) containing contaminants, unless performed in accordance with a work plan approved by the Department;

3) Installation of any new groundwater wells on the Property is prohibited, except for wells used for investigative, monitoring and/or remediation purposes installed in accordance with a work plan approved by Department.

**E. No Construction Worker Exposure to Groundwater:**

Based on reports on file at MDNR's offices in Jefferson City, Missouri, and EPA's offices in Lenexa, Kansas, the contaminants of concern remaining at the Property exceed the Department's and EPA's standards for construction worker exposure to groundwater, but do not pose a significant current or future risk to human health or the environment so long as direct exposure is prevented.

Therefore, workers conducting construction or excavation activities shall not be exposed to groundwater on the Property in any manner without the prior written approval of the Department or in accordance with a Management Plan approved by the Department. If an Owner/Transferee desires to conduct activities that will or could expose workers to contaminated groundwater at the Property, then such Owner/Transferee shall request permission to do so from the Department at least 30 days before such activities are scheduled to begin. Based on the potential hazards associated with such activities, the Department may deny the request or may require specific protective or remedial actions before allowing such activities to occur.

The Owner/Transferee may propose a Management Plan for Department approval. If approved, Owner/Transferee may disturb ground water at the Property pursuant to the Management Plan. Both Owner/Transferee and the Department shall keep a copy of the approved Management Plan.

Contaminated groundwater may be disturbed if necessary during an emergency (such as water or gas main break, fire, explosion or natural disaster), in which case the Owner/Transferee shall ensure that notification is provided to the Department and Holder verbally or in writing as soon as practicable, but no later than 48 hours after the disturbance begins. Any contaminated groundwater disturbed as part of an emergency response action must remain in the excavation, or be properly characterized, managed and disposed of, in accordance with all applicable local, state, and federal requirements. Within 30 days after such emergency has been abated, the Owner/Transferee shall provide a written report to the Department describing such emergency and any response actions.

**F. Construction Worker Notice**

In the event that construction or excavation work is to be performed that may expose workers to contaminated groundwater on the Property, Owner/Transferee shall ensure that actual notice is provided in advance, both verbally and in writing, to any person or entity performing any work that may result in exposure to such groundwater, so that appropriate protective measures are taken to protect such workers' health and safety in accordance with applicable health and safety laws and regulations. Such notice shall include, but not be limited to, providing a copy of this Covenant [*and Management Plan, if applicable*] to any individuals conducting or otherwise responsible for the work. Owner/Transferee shall maintain copies of any such written notice for a period of at least three years, and shall provide copies of such records to the Department and/or Holder upon request.

**3. Running with the Land.**

This Covenant shall be binding upon Owner and Owner's heirs, successors, assigns, and other transferees in interest (collectively referred to as "Transferees") during their period of ownership (except that the obligation described below in paragraph 17 to re-direct any misdirected communication shall continue beyond an Owner/Transferee's period of ownership), and shall run with the land, as provided in Section 260.1012, RSMo, subject to amendment or termination as set forth herein. The term "Transferee(s)," as used in this Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees (subject to applicable lender liability protections prescribed by law), easement holders, and/or lessees.

**4. Location of Files and Records.**

Records of this environmental response project for the Property are currently located in MDNR's offices in Jefferson City, Missouri and EPA's offices in Lenexa, Kansas. Information regarding the environmental response project may be obtained by making a request to the Department pursuant to the Missouri "Sunshine Law", Chapter 610, RSMo, by referencing the site identification name of Hubert Wheeler State School, and/or to EPA pursuant to the United States Freedom of Information Act, 5 U.S.C. §552.

**5. Enforcement.**

Compliance with this Covenant may be enforced as provided in Section 260.1030, RSMo. The EPA (and any successor agencies) is expressly granted the power to enforce this Covenant. Failure to timely enforce compliance with this Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Covenant shall restrict any person from exercising any authority or rights under any other applicable law.

In addition to or in lieu of any other remedy authorized by law, prior to taking legal action to enforce this Covenant, the Department may require Owner/Transferee to submit a plan to investigate and/or correct any alleged violation of this Covenant, in which case the Department shall provide written notification to the Holder. If such Owner/Transferee fails to act within the required timeframe or if the Department finds a proposed remedy unacceptable, the Department may pursue any remedy authorized by law. In such event, the Department shall provide written notification to the Holder, prior to or contemporaneously with any legal action taken to enforce this Covenant. Should EPA decide to exercise its right to enforce this Covenant, EPA shall so notify the Department and the Holder at least 30 calendar days in advance of taking formal action to do so.

**6. Right of Access.**

Owner, on behalf of itself and any Transferees, hereby grants to the Holder, Department, and EPA and their respectively authorized agents, contractors, and employees, the right to access the Property at all reasonable times for implementation, monitoring, inspection, or enforcement of this Covenant and the related environmental response project. Nothing herein shall be deemed to limit or otherwise impede the Department's or EPA's rights of access and entry under federal or state law or other agreement.

**7. Compliance Reporting.**

Owner/Transferee shall submit to the Holder, Department and EPA by no later than January 31<sup>st</sup> of each year, documentation verifying that the activity and use limitations imposed hereby were in place and complied with during the preceding calendar year. The Compliance Report shall include the following statement, signed by Owner/Transferee:

I certify that to the best of my knowledge, after thorough evaluation of appropriate facts and information, the information contained in or accompanying this submission is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

In the event that an Owner, Transferee, or Holder becomes aware of any noncompliance with the activity and use limitations described in paragraph 2 above, such person or entity shall notify all other Parties to this Covenant in writing as soon as possible, but no later than ten (10) business days thereafter.

**8. Additional Rights.**

None Specified.

**9. Notice upon Conveyance.**

Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in



this Covenant, and provide the recording reference for this Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED \_\_\_\_\_, 20\_\_, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF \_\_\_\_\_ COUNTY, \_\_\_\_\_, ON \_\_\_\_\_, 20\_\_, AS DOCUMENT \_\_\_\_, BOOK \_\_\_\_, PAGE \_\_\_\_.

Owner/Transferee shall notify the Holder, Department and EPA within ten (10) days following each conveyance of an interest in any portion of the Property. The notice shall include the name, address, and telephone number of the Transferee, and a copy of the deed or other documentation evidencing the conveyance.

**10. Representations and Warranties.**

Owner hereby represents and warrants to the Holder and Department that:

- a) Owner has the power and authority to enter into this Covenant, to grant the rights and interests herein provided and to carry out all of Owner's obligations hereunder;
- b) This Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected; and

*[include one of the following, as appropriate:]*

*[option 1: c) only]*

- a) Owner is the sole owner of the Property and holds fee simple title, which is free, clear and unencumbered.

*[option 2: both d) and e)]*

- b) Owner has identified all other parties who hold any interest (e.g., encumbrance) in the Property and notified such parties of Owner's intention to enter into this Covenant; and
- c) to the extent that other interests in the Property exist, Owner *[and any other person who holds an interest]* has agreed to subordinate such interest to this Covenant, pursuant to Section 260.1006.4, RSMo, and the subordination agreement *[(attached hereto as Exhibit \_\_, or recorded at \_\_\_\_\_)]*.

**11. Amendments, Termination, and Temporary Deviations.**

This Covenant may be amended or terminated by approval of the Department, Holder, and the current Owner/Transferee of record at the time of such amendment or termination, pursuant to section 260.1027 RSMo. Any other Parties to this Covenant hereby waive the right to consent to any amendment to, or termination of, this Covenant. Following signature by all requisite persons or entities on any amendment or termination of this Covenant, Owner/Transferee shall record and distribute such documents as described below.

Temporary deviations from the obligations or restrictions specified in this Covenant may be approved by the Department in lieu of a permanent amendment to this Covenant. Owner/Transferee may submit a written request to the Department to temporarily deviate from specified requirements described herein for a specific purpose and timeframe, which shall not exceed ninety (90) days. Any such request shall be transmitted to the Holder and the Department as described below. The request must specifically invoke this paragraph of this Covenant, fully explain the basis for such temporary deviation, and demonstrate that protection of human health and the environment will be maintained. The Department will evaluate the request and convey approval or denial in writing. Owner/Transferee may not deviate from the requirements of this Covenant unless and until such approval has been obtained.

**12. Severability.**

If any provision of this Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

**13. Governing Law.**

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

**14. Recordation.**

Within thirty (30) days after the date of the final required signature upon this Covenant or any amendment or termination thereof, Owner shall record this Covenant with the appropriate recorder of deeds for each county in which any portion of the Property is situated. Owner shall be responsible for any costs associated with recording this Covenant.

**15. Effective Date.**

The effective date of this Covenant shall be the date upon which the fully executed Covenant has been recorded with the office of the recorder of each county in which the Property is situated.

**16. Distribution of Covenant.**

Within thirty (30) days following the recording of this Covenant, or any amendment or termination of this Covenant, Owner/Transferee shall, in accordance with Section 260.1018, RSMo, distribute a file- and date-stamped copy of the Covenant as recorded with the appropriate recorder of deeds (including book and page numbers) to: (a) each of the Parties hereto; (b) each person holding a recorded interest in the Property, including any mortgagees or easement holders; (c) each person in possession of the Property; (d) each municipality or other unit of local government in which the Property is located; and (e) any other person designated herein.

**17. Contact Information.**

Any document or other item required by this Covenant to be given to another party hereto shall be sent to:

If to Owner/Transferee:

[*title*]

[*address*]

If to Holder:

[*title*]

[*address*]

If to the Department (MDNR):

Project Manager – Hubert Wheeler State School Site  
Environmental Remediation Program, Superfund Section  
Missouri Department of Natural Resources  
P.O. Box 176  
Jefferson City, MO 65102-0176

Project Manager – Hubert Wheeler State School Site  
Waste Management Program, Compliance/Enforcement Section  
Missouri Department of Natural Resources  
P.O. Box 176  
Jefferson City, MO 65102-0176

If to EPA:

[If Superfund - Director, Superfund & Emergency Management Division]  
[If RCRA - Director, Air and Waste Management Division]  
U.S. Environmental Protection Agency – Region VII  
11201 Renner Blvd.  
Lenexa, KS 66219

The Owner/Transferee, Holder or Department may change their designated recipient of such notices by providing written notice of the same to each other. If any notice or other submittal under this Covenant is received by a former Owner/Transferee who no longer has an interest in the Property, then such former Owner/Transferee shall notify the Department, Holder, and the current Owner/Transferee of the Property regarding the misdirected communication.

**18. Reservation of Rights.**

This Covenant is a necessary component of the environmental response project described above. Nothing in this Covenant shall be construed so as to relieve any Owner/Transferee from the obligation to comply with this Covenant during their period of ownership or the obligation to comply with any other source of law. This Covenant is not a permit, nor does it modify any permit, order, agreement, decree, or judgment issued under any federal, State, or local laws or regulations,

and the Department does not warrant or aver in any manner that an Owner/Transferee's compliance with this Covenant will constitute compliance with any such requirements. The Department and EPA reserve all legal and equitable remedies available to enforce this Covenant or any other legal requirement. Nothing herein shall be construed so as to prevent the Department, Holder or EPA from taking any independent actions as allowed by law.





**FOR MDNR**

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

John D. Jurgensmeyer, Director  
Environmental Remediation Program  
Missouri Department of Natural Resources  
PO Box 176  
Jefferson City, MO 65102-0176

STATE OF MISSOURI )  
 )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me a Notary Public in and for said state, personally appeared John D. Jurgensmeyer, Director of the Environmental Remediation Program of the Missouri Department of Natural Resources, a state agency, known to me to be the person who executed the within Covenant on behalf of said agency by authority of its Director and acknowledged to me that he executed the same for the purposes therein stated.

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

**Exhibit A: Legal description for Hubert Wheeler State School Property at 5701-5707 Wilson Avenue in St. Louis, Missouri**

Lots 29,30,31,32,33 and part of Lots 27 and 28 in Block 2 of CHELTENHAM, Lots 21,22,23 and part of Lot 20 of WIBLE'S EASTERN ADDITION to CHELTENHAM, together with the Western 36 feet of former January Avenue vacated under the provisions of Ordinance No.52058, and in Blocks 4022 and 4023 of the City of St. Louis, more particularly described as follows: Beginning at a point in the North line of Wilson Avenue, 40 feet wide, at its intersection with a line 36 feet East of and parallel to the West line of former January Avenue, 60 feet wide, as vacated under the provisions of Ordinance No. 52058; thence North 82 degrees 57 minutes 15 seconds West along said North line of Wilson Avenue a distance of 355.20 feet to a point; thence North 8 degrees 15 minutes 30 seconds East a distance of 472.56 feet to a point in the Southerly Right-of- Way line of Interstate Highway 1-44; thence in an Easterly direction along said Right-of-Way line North 87 degrees 03 minutes 45 seconds East a distance of 25.59 feet to an angle point being located in the Eastern line of Lot 20 of Wible's Eastern Addition to Cheltenham, said point being 477 feet North along the Eastern line of said Wible's Addition from the Northern line of Wilson Avenue, 40 feet wide; thence South 87 degrees 53 minutes 03 seconds East and along said 1-44 Right-of-Way line 295.71 feet to a point in the West line of said former January Avenue vacated as aforesaid at a point being 502.42 feet North along said line from the Northern line of Wilson Avenue; thence North 74 degrees 42 minutes 01 seconds East along the South Right-of-Way line of 1-44 a distance of 39.27 feet to a point in a line 36 feet East of and parallel to said West line of former January Avenue, vacated as aforesaid; thence South 8 degrees 15 minutes 30 seconds West along said line 36 feet East of the West line of former January Avenue, vacated as aforesaid, a distance of 517.36 feet to the point of beginning.



**Exhibit B: Map/Photograph of the Hubert Wheeler State School Property at 5701-5707 Wilson Avenue in St. Louis, Missouri**

Geo St. Louis



a guide to geospatial data about the City of St. Louis

Monday, April 13, 2020  
7:54:31 AM



General Information		Parcel Information																																					
402200020		Records 1 to 1 of 1																																					
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Source: <http://dynamic.stlouis-mo.gov/citydata/newdesign/index.cfm>

## **EXHIBIT 3**

### **CONTRACT FOR SALE OF REAL ESTATE**

This contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between \_\_\_\_\_ (hereinafter referred to as “Buyer”) and Michael L. Parson, Governor of the State of Missouri, acting for and in behalf of the State of Missouri, represented by the Office of Administration, Division of Facilities Management, Design and Construction (hereinafter referred to as “Seller”).

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 the restrictions and covenants contained herein, a portion of the real property located at 5701-5707 Wilson Avenue and particularly described in Exhibit A, which is attached hereto and incorporated herein by reference, together with all improvements thereon and appurtenances thereto (hereinafter collectively referred to as the “Real Estate”).

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

1. Purchase Price. The Purchase Price of the Real Estate is \_\_\_\_\_ (\$\_\_\_\_\_.00). Buyer covenants and agrees to deliver to Seller, on the date of Closing, the Purchase Price in cash or immediately available funds (cash, certified check or wire transfer).
2. Conveyance of Title. Conveyance shall be by quitclaim deed. Delivery of the quitclaim deed conveying title is conditioned upon Buyer’s payment of the full Purchase Price.
3. Title Insurance. Buyer may, at its sole option, order an owner’s policy of title insurance in the amount of the Purchase Price for the Real Estate naming Buyer as the insured, written by a title insurance company licensed to do business in Missouri under the provisions of Chapter 381, RSMo. The title insurance policy shall insure the owner’s title to be in marketable condition, and shall provide that the final title policy shall be issued immediately after Seller’s quitclaim deed is recorded, provided payment is made for the premium for such policy. Buyer shall have twenty (20) business days to obtain and examine the title insurance commitment and to notify Seller in writing at P.O. Box 809, Jefferson City, MO 65102, of any objections thereto that affect marketability of title to the Real Estate. For purposes of this contract, “marketable” or “marketability” shall mean that title to the Real Estate is free from all reasonable doubt that, if the facts were disclosed in relation thereto, would raise a just apprehension and reasonable doubt that would prompt a reasonably prudent and intelligent person acting on competent legal advice to refuse to take the Real Estate for that reason. If there are any objections, Seller may, within ten (10) business days after notification thereof, furnish to Buyer evidence that any such objections have been satisfied. In the event Seller is unwilling or unable to satisfy Buyer’s objections, Buyer, at its election, may void this contract by written notice to Seller. Buyer shall pay all costs of the issuance of the original title insurance commitment and final title policy.
4. Restriction on Encumbrances. Seller shall not encumber the Real Estate or any interest therein from the date of this contract until the date of closing.

5. Risk of Loss. Seller assumes all risks and liability for loss, damage or injury by fire, windstorm, accident or other cause, to the improvements, if any, to the Real Estate until the closing date. If the improvements to the Real Estate are damaged after the date of this contract and before the date otherwise set for closing, Buyer shall elect, within twenty (20) days of the date of such damage, to either cancel the contract or to proceed to closing.

6. Condition of Property.

a. As Is. Seller has not made and does not now make any representations, warranties, or agreements as to the condition or quality of the Real Estate or its suitability for Buyer's use. Buyer agrees to accept the Real Estate "as is, where is."

b. **Notice of Environmental Contaminants.** Seller has notified Buyer of environmental contaminants or hazardous substances existing on the Real Estate, including, but not limited, to benzo(a)pyrene, arsenic, and lead, and the existence of solid wastes buried on the property. Buyer understands and acknowledges that historic data indicate that, prior to the State of Missouri acquiring the Real Estate, abandoned clay mine excavations present on and near the Real Estate were used as unregulated dumping grounds for products associated with coal gasification, brick making, and building demolition/construction. The State of Missouri, Office of Administration completed an environmental response project on the property from 1998 to 2000; however, contaminants of concern remain on the Real Estate above levels that allow for the unrestricted use of the Real Estate, and solid wastes remain buried on the Real Estate.

c. **Restrictions on Use of Real Estate.** Buyer understands and agrees that, due the presence of environmental contaminants, the Real Estate may not be used for residential purposes, and that any soil disturbance, drilling, or use or disturbance of groundwater at the Real Estate will require prior consultation and approval from the Missouri Department of Natural Resources. Buyer shall execute an environmental covenant restricting use and activities on the Real Estate at the time of closing in substantially the form attached hereto and incorporated herein by reference. The environmental covenant shall be recorded concurrently with the deed.

d. **Environmental Liability.** Buyer expressly agrees to assume full responsibility for ascertaining the extent of any environmental contaminants on the property, and for any future remediation or removal costs. Buyer agrees to waive and release any and all claims Buyer may have against Seller under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any other federal, state, or local law, whether statutory or common law, ordinance, or regulation pertaining to the release of hazardous substances into the environment from or at the Real Estate.

e. The foregoing obligations of Buyer shall survive closing, shall be deemed covenants running with the land and shall be binding on the Buyer its successors and assigns, and

any subsequent Buyers or owners of the Real Estate. Such covenants shall be restated in the Deed conveying the Real Estate to Buyer.

7. Taxes. The Real Estate is not presently subject to ad valorem taxes. From the date of closing, Buyer or its successor or assign shall be responsible to pay all property taxes if and when due.

8. Possession. Seller shall retain possession of the Real Estate until closing. From and forever after closing, Buyer shall be entitled to possession.

9. Closing. The closing shall occur following the end of the Due Diligence Period, at a time and place mutually agreeable to the parties. The closing may be extended by mutual agreement of the parties without formal amendment of this agreement.

10. Notices. Any notice provided for in this contract shall be given by sending such notice by certified U. S. Mail, return receipt requested, and a notice so sent shall be deemed to have been received on the date reflected on the return receipt. Notices to Seller shall be addressed to Office of Administration, Division of Facilities Management, Design and Construction, P.O. Box 809, Jefferson City, Missouri 65102, and notices to Buyer shall be addressed to:

---

11. Brokers. Seller and Buyer each warrant and represent to the other that there are no brokers, agents or persons acting as a finder entitled to any compensation or commission in connection with the purchase and sale of the Real Estate as contemplated hereunder.

12. Earnest Deposit. Buyer paid an Earnest Deposit of \_\_\_\_\_ (\$\_\_\_\_\_) to Seller upon submission of its offer. The Earnest Deposit shall be applied to the Purchase Price. If Buyer fails to consummate the purchase of the Property pursuant to this Contract for any reason other than pursuant to a right of termination granted to Buyer hereunder, and Seller has performed all of its obligations hereunder, Seller may terminate this Contract by notifying Buyer in writing thereof and thereupon the Earnest Deposit shall be retained by the Seller.

13. Due Diligence. In addition to its rights to review title to the Real Estate as described above, Buyer shall have the right to conduct other reviews, inspections, and due diligence with respect to the Real Estate as described herein. Buyer shall have a period ending sixty (60) days after the execution of this contract ("Due Diligence Period"), in which to request and review information and documents from Seller, and to conduct such physical inspections, tests, soil tests, and reviews with respect to the Real Estate as Buyer may elect to conduct. Buyer shall pay for such tests and, after completing the tests, shall restore the Real Estate to its prior condition. Buyer hereby agrees to indemnify and hold Seller harmless from and against any liabilities, damages, costs and expenses (including reasonable attorney fees) arising out of mechanics liens on or physical damage to the Real Estate or personal injury resulting from Buyer's or its agents' acts during any such inspection or testing on the Real Estate, and this indemnity shall survive the closing or any termination of this contract. Buyer shall have until 5:00 p.m. on the final day of the Due Diligence Period to give written notice to Seller that it is not satisfied with its review, in which case this

contract shall be deemed cancelled. If Buyer fails to give written notice of cancellation to Seller by this time, then this contract shall be deemed to be in full force and effect and all contingencies under this contract (unless otherwise specifically addressed herein, such as title review) shall be deemed to have been satisfied.

14. Successors. This contract shall be binding upon the parties hereto, their heirs, executors, and administrators, successors, and assigns. Stipulations and covenants herein are to apply and bind the successors and assigns of the respective parties.

15. Entire Agreement. This contract contains the entire agreement between Buyer and Seller. The parties acknowledge that no representations or inducements have been made other than those expressed in this contract, and that this contract supersedes any and all prior agreements, whether written or oral, pertaining to the matters expressed in this contract.

16. 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.

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

18. Execution in Counterparts. This contract may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

19. Amendment. A modification of any provision contained herein, or any other amendment to this contract, shall be effective only if the modification or amendment is in writing and signed by both Seller and Buyer. Any oral agreement to modify this contract shall be void and of no force and effect.

20. Waiver of Breach or Default. No waiver by any party hereto of any breach or default shall be considered to be a waiver of any other breach or default. The waiver of any condition shall not constitute a waiver of any breach or default with respect to any other condition, representation, or warranty.

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

BUYER

\_\_\_\_\_

Dated at\_\_\_\_\_, Missouri, this \_\_\_\_\_ day of\_\_\_\_\_,\_\_\_\_\_.

SELLER

\_\_\_\_\_

Director  
Office of Facilities Management, Design and Construction

Dated at the City of Jefferson City, Missouri this \_\_\_\_\_day of\_\_\_\_\_,\_\_\_\_\_.

## EXHIBIT A

Lots 29, 30, 31, 32, 33 and part of Lots 27 and 28 in Block 2 of CHELTENHAM, Lots 21, 22, 23 and part of Lot 20 of WIBLE'S EASTERN ADDITION to CHELTENHAM, together with the Western 36 feet of former January Avenue vacated under the provisions of Ordinance No. 52058, and in Blocks 4022 and 4023 of the City of St. Louis, more particularly described as follows: Beginning at a point in the North line of Wilson Avenue, 40 feet wide, at its intersection with a line 36 feet East of and parallel to the West line of former January Avenue, 60 feet wide, as vacated under the provisions of Ordinance No. 52058; thence North 82 degrees 57 minutes 15 seconds West along said North line of Wilson Avenue a distance of 355.20 feet to a point; thence North 8 degrees 15 minutes 30 seconds East a distance of 472.56 feet to a point in the Southerly Right-of-Way line of Interstate Highway I-44; thence in an Easterly direction along said Right-of-Way line North 87 degrees 03 minutes 45 seconds East a distance of 25.59 feet to an angle point being located in the Eastern line of Lot 20 of Wible's Eastern Addition to Cheltenham, said point being 477 feet North along the Eastern line of said Wible's Addition from the Northern line of Wilson Avenue, 40 feet wide; thence South 87 degrees 53 minutes 03 seconds East and along said I-44 Right-of-Way line 295.71 feet to a point in the West line of said former January Avenue vacated as aforesaid at a point being 502.42 feet North along said line from the Northern line of Wilson Avenue; thence North 74 degrees 42 minutes 01 seconds East along the South Right-of-Way line of I-44 a distance of 39.27 feet to a point in a line 36 feet East of and parallel to said West line of former January Avenue, vacated as aforesaid; thence South 8 degrees 15 minutes 30 seconds West along said line 36 feet East of the West line of former January Avenue, vacated as aforesaid, a distance of 517.36 feet to the point of beginning.