A special meeting of the Board of Trustees of The Junior College District of St. Louis - St. Louis County, Missouri was held on Tuesday, January 21, 1964 at the Central Office of the District at 4386 Lindell Boulevard, St. Louis, Missouri.

1. General Functions

1.2 Roll Call

The Board President, Mr. G. V. Williamson, called the meeting to order at 9:30 a.m. The following members of the Board were present:

Mrs. Joseph C. Bastian Mr. F. Wm. McCalpin
Mr. Lester C. Gell Mr. Guy S. Ruffin
Mr. Morris Glaser Mr. Gerald V. Williamson

Also present were President Joseph P. Cosand, and Vice President John E. Tirrell, of the Junior College staff.

Mr. Clarence M. Turley, Sr. and Mr. Clarence M. Turley, Jr. were also present at this meeting.

Mr. Kenneth Teasdale, and Mr. Bruce E. Woodruff, of the firm of Armstrong, Teasdale, Roos, Kramer and Vaughan, Counsel for the District, were also present.
1.3 Minutes

There were no Minutes to be read at this Special Meeting.

1.5 Welcome to Guests

The President of the Board, Mr. Williamson, welcomed the various members of the press, and representatives of the radio and television stations who were present at this special meeting of the Board of Trustees.

1.6 Communications

There were no communications to be read to the Board.

2. PERSONNEL

No report

3. CURRICULUM AND INSTRUCTION

No report

4. COLLEGE FACILITIES

4.1 Recommendation to purchase 22.8 acres of land at the Highlands

The President of the College, Dr. Cosand, recommended that the proposal to purchase approximately 22.8 acres of land at the Highlands, from the St. Louis Arena Corporation, for $1,800,000 — as outlined in the attached Sales Contract — and as discussed by representatives from the Junior College District and the St. Louis Arena Corporation — be considered by the Board of Trustees.

A general discussion followed.

1/21/64
Whereupon, on motion by Mr. Geil, seconded by Mr. Ruffin, and adopted by the unanimous vote of all members of the Board of Trustees...Mr. Williamson (Yes) Mr. Ruffin (Yes) Mr. Geil (Yes) Mrs. Bastian (Yes) Mr. McCalpin (Yes) and Mr. Glaser (Yes) it was

RESOLVED, That the Board of Trustees ratify and approve the sales contract between this District, and the St. Louis Arena Corporation, in the form presented to this meeting and attached to the Minutes thereof.

5. **BUSINESS AND FINANCE**

No report

6. **STUDENT PERSONNEL SERVICES**

No report

7. **COMMUNITY RELATIONS**

No report

8. **NEW BUSINESS**

No report

9. **ADJOURNMENT**

Board President Williamson asked if there were any further business to come before the Board. There was not, and Mr. McCalpin, made a motion that the meeting be adjourned. Mr. Ruffin seconded the motion, and it was unanimously approved at 9:55 a.m.

Respectfully submitted

Dolores Tygard, Secretary

Board of Trustees

The Junior College District of St. Louis - St. Louis County, Missouri

1/21/64
SALES CONTRACT

THIS AGREEMENT entered into this ___ day of January, 1961,
by and between the ST. LOUIS ARENA CORP., a Missouri corporation
(hereinafter called "Seller") and THE JUNIOR COLLEGE DISTRICT OF
ST. LOUIS, ST. LOUIS COUNTY, MISSOURI (hereinafter called "Purchaser"),
WITNESSETH:

WHENAS, Seller desires to sell and Purchaser desires to purchase
the following described property (hereinafter called the "Highland"):

A tract of land in Block 5002 (formerly 2779 and 2590) of
the City of St. Louis, described as, beginning at a point
in the South line of Oakland Avenue, 50 feet wide, dis-
tant 300 feet West of the West line of Macklin Avenue,
100 feet wide, said point being the Northwest corner of
property conveyed to Oakland Medical Building, Inc., by
deed recorded in book 6107 page 541, thence Westwardly
along the South line of Oakland Avenue 1,447 feet, thence
Southwardly and at right angles to the South line of Oak-
land Avenue 1,032 feet, more or less, to the North line
of Wise Avenue, thence Eastwardly along the North line of
Wise Avenue 105 feet to an angle point, thence continuing
in an easterly direction along the North line of Wise
Avenue 102.29 feet to an angle point at the West line of
former Sublotto Avenue (vacated by Ordinances 37151 and
31-940), thence Northwardly along the West line of said
former Sublotto Avenue, being also the West line of prop-
erty conveyed to Highland Park Industrial Center, Inc.,
by deed recorded in book 6109 page 592, 99.96 feet to
the center line of Northhold Avenue (vacated by Ordinances 4
37151 and 31-940), thence Eastwardly along the center
line of said former Northhold Avenue, being also the North
line of property conveyed to Highland Park Industrial
Center, Inc., as aforesaid, 993.24 feet to the Southwest
corner of property conveyed to Oakland Medical Building,
Inc., by deed recorded in book 107 page 564, thence North-
wardly along the West line of said property so conveyed to
Oakland Medical Building, Inc., 997.96 feet to the South
line of Oakland Avenue, the point of beginning.

and

WHENAS, the parties hereto desire to make mutually advantageous
parking arrangements with regard to the Highland and property retained
by Seller contiguous thereto;

NOW, THEREFORE, in consideration of the premises and the premises
hereinafter contained, Seller agrees to sell and Purchaser agrees to
purchase the Highland (as hereinafter described), together with all
improvements thereon for a total price of One Million Eight Hundred
Thousand Dollars ($1,00,000.00); and it, however, to the following
terms, conditions, promises and agreements:

1. Terms of Sale and Escrow Deposit - The Purchaser shall pay the total purchase price, subject to adjustments as hereinafter provided, on closing. In order to provide Seller with security prior to closing Purchaser shall, concurrently with the execution of this agreement, deposit, in escrow with Title Insurance Corporation of St. Louis, (a subsidiary of Chicago Title and Trust Company) the sum of Two Hundred Fifty Thousand Dollars ($250,000.00), or an equivalent amount of negotiable U. S. Government securities or Certificates of Deposit, endorsed or assigned in blank. Said sums, securities or Certificates shall be held by said Title Insurance Corporation pending the closing of the sale of the Highlands on or before the closing date hereinafter specified in paragraph 8. In the event said sale is not closed on or before said closing date owing to a failure of performance by Purchaser, Title Insurance Corporation, as escrow agent, shall pay over and deliver to Seller out of the escrow deposit hereby agreed to be made the sum of Two Hundred Fifty Thousand Dollars ($250,000.00) and return the balance, if any, to Purchaser. If Purchaser shall thereafter purchase the Highlands property said sum so paid shall be applied as a part of the total purchase price, otherwise it shall be forfeited by Purchaser. If, however, failure to close shall not be due to any failure of performance by Purchaser, all securities, Certificates of Deposit, or other property or sums held in escrow shall be forthwith returned to Purchaser. Escrow fees, if any, incurred hereby shall be borne by Purchaser. Purchaser shall be entitled to all interest and other amounts earned by said securities, Certificates of Deposit, or money while the same is held in escrow. On closing all sums or property held in escrow shall be returned to Purchaser.

2. Parking Arrangements - The parties hereto agree to enter into a reciprocal parking agreement on the date of closing, said agreement to represent an easement or covenant running with the
land hereby purchased and with the land retained by Seller to the
West of the Highlands property (hereinafter called "Arona property").
Said parking agreement shall contain the conditions, covenants and
promises set forth in the parking agreement attached hereto, marked
Exhibit "1" and by this reference incorporated herein, and shall cover
the areas marked "A", "B", "C", "X", "Y", and "Z" on a map attached
hereto and marked Exhibit "2" and referred to in Exhibit 1, which
said map is also expressly incorporated herein and made a part
hereof.

3. Local Descriptions and Parking Areas, etc. - Purchaser
shall, at its expense, cause exact local descriptions to be prepared
of the areas A, B, C, X, Y and Z marked on Exhibit 2 and the easement
to be given to Seller all as more fully described in Exhibit 1 and
said descriptions shall be used in the reciprocal parking agreement
to be executed on the date of closing. In this connection, Purchaser
and its representatives shall have free access to the Highlands
property and to the Arona property prior to closing in order to
cause the necessary surveys and legal descriptions to be made and
for such other planning purposes as may be useful to the District,
provided said access rights do not interfere with the use of the
property by the Arona Corporation.

4. Fixtures & Improvements, Right to Remove - Seller shall
have a right, prior to closing, to remove any and all of the ridges
and other amusement devices from the Highlands; provided, however,
that the swimming pool located on the Highlands, together with all
structures and equipment used or connected therewith, and the
structure known as the "Crest Club" shall not be subject to any
rights of removal as set out in this paragraph and shall be deemed
a part of the Highlands property to be conveyed to Purchaser.

5. Property to be conveyed to General Warranty deed, etc. -
Seller shall furnish Purchaser with a General Warranty deed, subject
to restrictions, covenants and fixtures of record, and a certain
option agreement recorded in Book 597 at Page 116 of the Records of
the Office of Recorder of the City of St. Louis. Purchaser shall, on conveyance of the Highlands, succeed to any and all rights and duties under any such easement or option agreement. The Highlands property is to be conveyed free of any other restrictions, leases, licenses, or other agreements giving any occupancy rights to any part of the Highlands property, other than the reciprocal parking agreements provided for herein.

6. **Taxes and Other Expenses** - All real estate taxes for the years 1963 and prior shall be paid by Seller prior to closing. General real estate taxes for the calendar year beginning 1964 shall be adjusted from January to date of closing and shall be computed on the basis of the latest available assessment and rate and prorated on the basis of a thirty day month. All Personal Property Taxes, if any, which may be due on any properties or fixtures located on the Highlands property shall be the obligation of Seller. Purchaser shall pay all recording fees except costs, if any, of releasing encumbrances on the property which Seller shall pay. Seller shall pay for requisite documentary stamps.

7. **Merchantable Title** - Title shall be merchantable of record and in fact, and in this regard Seller agrees to furnish Purchaser with evidence that it is a corporation in good standing in Missouri, that its corporate franchise taxes have been paid and that its Board of Directors and shareholders have duly passed an appropriate resolution authorizing the sale of the Highlands property to Purchaser, and Seller shall furnish to Purchaser a Certified copy thereof. Seller shall also furnish such other documentary and other data which Purchaser may reasonably require. If title is merchantable Purchaser shall pay for the certificate of title. If title is found not merchantable and Seller cannot perfect title within sixty days after date fixed for closing, Purchaser may, at its option decline to complete purchase of the Highlands property in which event any funds, securities, or certificates of deposit held in escrow by Title Insurance Corporation shall be returned to Purchaser and
Sellar shall pay all costs of title examination, and the costs incurred in the preparation of the surveys and legal descriptions to be made in accordance with paragraph 7; but this shall not relieve Sellar of its obligations hereunder.

2. **Closing Date** - This sale is to be closed at the office of Title Insurance Corporation, 110 Chestnut Street in the City of St. Louis on or before the 30th day of April, 1964. Title to the property shall pass and possession thereof shall be given on date of closing. Sellar shall have the right to operate any and all concessions on the property including the swimming pool, until said date of closing.

9. **No Commissions Due** - The purchase price of the property subject to the adjustments herein provided for shall be net to the Sellar and no commissions shall be due Purchaser's agent out of such purchase price. Each party shall individually and separately compensate its agent or agents for any commission that may be due.

10. **Miscellaneous** - This sales contract, including the exhibits attached hereto, constitutes the whole agreement of the parties, and the terms hereof cannot be varied without the express written consent of both parties. This contract shall bind the parties hereto and their successors and assigns. No right, power, duty, or privilege of the Sellar, and no right appurtenant to any part of the land purchased shall be extinguished, altered, or otherwise terminated by this Agreement or the conveyance of the property herein conveyed, but said rights, if any, shall be specifically preserved for the benefit of Purchaser.

IN WITNESS WHEREOF the parties have caused this Sales Contract to be executed on the day and year first above written.

[Signature]

CLARENCE K. TURNLEY, INC.

Agent for the Junior College District of St. Louis, St. Louis County, Missouri.
PROVISIONS OF RECIPROCAL PARKING AGREEMENT

A reciprocal agreement whereby The Junior College District of St. Louis, St. Louis County, Missouri (hereinafter called "District") will be able to utilize a part of the St. Louis Arena Corporation parking facilities during the week and the St. Louis Arena Corporation (hereinafter called "Arena Corporation") will be able to utilize, during weekends, parking facilities on the Highlands property to be conveyed to the District, shall be entered into between the parties on closing of the sale of said Highlands property and shall contain the following provisions:

1. Form of Agreement - The agreement shall contain adequate legal descriptions of all areas concerned herein as described on the map attached hereto as Exhibit "2" and shall be acknowledged by both parties and otherwise in an appropriate form for recording.

2. Duration - The provisions of the agreement shall be binding so long as the St. Louis Arena is standing, with public parking requirements, and shall terminate upon the demolition of the present arena structure, unless promptly restored. The Agreement shall constitute a covenant running with the land with reference both to the Highlands property and the property being retained by the Arena Corporation.

3. Use of Parking Facilities - Time -

(a) Subject to Paragraph 3(c) hereof the District, its faculty, employees, students and persons having business with the District shall have use of the areas hereinafter designated on Arena Corporation property for parking from Monday at 7 A.M. to Friday at 6 P.M. for each week during the year when school classes or activities are scheduled.

(b) The Arena Corporation and its patrons, customers and employees shall have the use for parking of the District area hereinafter designated from Friday at 6 P.M. until Monday at 7 A.M. of each week during the year, when amusement or athletic
events, functions, exhibitions or other forms of public entertainment are scheduled.

(c) During a number of week nights (Monday through Thursday, after 6:00 P.M.) throughout the year (not to exceed 50) the District shall have no right to use the Arena Corporation parking area. This restriction is to be effective only when the Arena Corporation has a scheduled event during such week night requiring use of its own parking. The Arena Corporation shall notify the District of the events to be scheduled during the succeeding 12 months on or before September 30th of each year, provided that on no more than 10 nights during the year the Arena Corporation may use its own Arena area for parking without having previously notified the District in September. The Arena Corporation shall, however, endeavor to give the District prompt notice of the scheduling of any such event.

4. Use of Parking Facilities - Areas -

(a) During the time specified in Paragraph 3(b) the District will allow the Arena Corporation exclusive use of the area designated "A" on Exhibit 2 attached hereto. The District also agrees to allow the Arena Corporation to use the area marked "B" during said time, subject, however, to the condition that at such time as the needs of the District require building on a part of area B, the District may withdraw from such use such portions of said area B as may be required for its purposes, and substitute in lieu thereof space equivalent in amount to the space so withdrawn, on the property immediately south of area B referred to on Exhibit 2 as area "C", or on such other area of the District's property as shall be mutually acceptable to both parties. The area to be withdrawn from area B shall not, however, exceed 125,000 square feet.
(b) During the time specified in Paragraph 3(a), but subject to the provisions of Paragraph 3(c), the Arena Corporation will allow the District exclusive use of the area designated as "Z" on Exhibit 2 attached hereto. The Arena Corporation shall also allow the District exclusive use of the areas marked "X" and "Y" on Exhibit 2 during said time, so long as said areas are used for parking purposes, which said use the Arena Corporation does not guarantee will be continued.

5. **Joint Easement** - The District shall grant an easement to the Arena Corporation adjacent to the building East of the Arena and along the East line of said building for a north and south distance of 400 feet by a width of 50 feet. The Arena Corporation shall grant an easement extending a like distance of 400 feet along and next to the easement granted by the District between the western boundary of the Highlands property and the east building. These joint easements shall be created in order to allow both parties free access to and from the parking areas specified in Paragraph 4 during the times and for the purposes set out in Paragraph 3.

6. **Rights of Ingress and Egress:**

(a) The Arena Corporation agrees that all Arena Corporation traffic entering District property during the times specified in Paragraph 3(b) shall be through the Arena Corporation property. All Arena Corporation traffic leaving the District property may be by any means available.

(b) During the times specified in Paragraph 3(a), but subject to the provisions of Paragraph 3(c), the District shall have free ingress and egress through the normal entrances and exits of the Arena Corporation property so long as said ingress and egress does not interfere with Arena Corporation events or uses other than parking for which the Arena Corporation may use its property.
(c) The parties agree that traffic control or other devices may be erected or utilized on the parking areas described herein by either party so long as said devices do not interfere with the use by the other party of the parking areas during the times reserved to it.

7. **Construction and Maintenance of Parking Areas** - Each party shall construct, maintain and keep adequately lighted its own parking facilities. Each party shall maintain the parking facilities in a useable condition. Neither party shall be required to police, maintain or otherwise supervise the parking areas located upon the property of the other party unless a party may have elected to provide parking control devices as specified in Paragraph 6(c) hereof.

8. **Access to Parking** - The District agrees that the areas owned by it to be used by the Arena Corporation on weekends shall be closed to the public and to the Junior College District on any such weekend (or day or night thereof) that the Arena Corporation holds an event, function, exhibition or other form of entertainment (other than bowling), so that during said weekends access to the parking areas may be exclusively controlled by the Arena Corporation. The Arena Corporation agrees that its parking areas made available to the District shall be for the exclusive use of said District, its teachers, students, employees and persons having business with the District during the weekdays specified in Paragraph 3, and while school classes or activities are scheduled.

9. **Extent of Reciprocal Agreement** - The parking privileges to be granted are limited insofar as the Arena Corporation is concerned, to patrons and employees of the Arena Corporation, and the privileges granted by the Arena Corporation to the District are limited to use by students, faculty, employees and other persons having business with the District. Each party shall be entitled to determine its own charges for parking privileges and the manner in which such parking service shall be conducted.
Supplement to Agreement dated January 20, 1964, between

ST. LOUIS ARENA CORPORATION and THE JUNIOR COLLEGE DISTRICT OF
ST. LOUIS.

Inasmuch as the parties do not have adequate surveys or correct
legal descriptions, it is agreed that said agreement is being
executed subject to the following:

1. The measurement of 1478 feet on Oakland Avenue may or may
not be correct. It is intended to be a distance extending
to a point on Oakland Avenue which running north and south
is approximately 30 feet east of the 1-story building shown
on the map marked Exhibit 2 and attached to the contract of
sale.

2. Surveys of all properties either being sold or subjected to
easements hereunder, together with legal descriptions thereof,
shall be made or caused to be made by the Junior College,
and agreement is subject to such surveys and legal descrip-
tions being approved by attorneys for both buyer and seller.

3. The 50 foot easement in paragraph 5 of parking agreement
refers to 50 feet on property being purchased by Junior
College, and Junior College shall have easement on 15 feet
west thereof.
4. Merchantable title of record and in fact referred to in paragraph 7 of agreement shall be satisfied if title company is prepared to issue its owners policy subject only to the exceptions set forth in agreement.

5. Delete the last sentence of paragraph 4 (b) of Parking Agreement and insert in lieu thereof the following:

"Except when it will interfere with the bona fide operation of Arena Corporation, the Arena Corporation shall also allow the District non-exclusive use of the areas marked 'X' and 'Y' on Exhibit 2 during said time, so long as said areas are used for parking purposes, which said use the Arena Corporation does not guarantee will be continued."

6. With reference to paragraph 4 of Sales Contract, it is understood that all personal property connected with the "Comet Ride," including the roller coaster cars, shall remain the property of seller but may be used by the purchaser until April 30, 1965. Seller shall continue to have the right to remove the rides and other amusement devices referred to in paragraph 4 until April 30, 1965; provided, however, that said right of removal may be shortened to ninety days from any written notification that purchaser requires the use of
the property on which said rides and devices are located
for building or other purposes.

7. The first sentence of paragraph 2 of Parking Agreement is
amended to read:

"The provisions of the agreement shall be binding so
long as the St. Louis Arena is standing and is used
for public entertainment, with public parking require­
ments, and shall terminate upon the demolition of the
present arena structure, unless promptly restored."

8. The third sentence of paragraph 3 (c) of Parking Agreement
shall be changed to read:

"The Arena Corporation shall notify the District of
the events to be scheduled by it as soon as practicable
but in no event less than sixty (60) days, provided
that on no more than 10 nights during the year the
Arena Corporation may use its own Arena area for parking
without having previously so notified the District."

Dated January 20, 1964.

ST. LOUIS ARENA CORP.

By

Its

THE JUNIOR COLLEGE DISTRICT OF ST. LOUIS,
ST. LOUIS COUNTY, MISSOURI
BY CLARENCE M. TURLEY, INC.
SALES CONTRACT

Between

ST. LOUIS ARENA CORPORATION
Seller

and

THE JUNIOR COLLEGE DISTRICT
OF ST. LOUIS, ST. LOUIS
COUNTY, MISSOURI
Purchaser

Dated: January , 1964

ARMSTRONG, TEASDALE, ROOS,
KRAMER & VAUGHAN
ATTORNEYS AND COUNSELORS
106 OLIVE STREET
ST. LOUIS I, MO.