

Summary
Board Bill Number 132
Introduced by Alderwoman Cox Antwi
January 30, 2026

An Ordinance recommended by the Board of Public Service authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute a quitclaim deed vacating right of way and quitclaiming all of the City of St. Louis' interest in the property, improvements, and easements for the MacArthur Bridge approach in Illinois; dissolving the Municipal Bridge Commission; and containing a severability clause.

BOARD BILLNUMBER 132 INTROUDCED BY ALDERWOMAN JAMI COX ANTWI

1 An Ordinance recommended by the Board of Public Service authorizing and directing the Mayor
2 and Comptroller of the City of St. Louis to execute a quitclaim deed vacating right of way and
3 quitclaiming all of the City of St. Louis’ interest in the property, improvements, and easements for
4 the MacArthur Bridge approach in Illinois; dissolving the Municipal Bridge Commission; and
5 containing a severability clause.

6 **WHEREAS**, the City established a Municipal Bridge Commission per Chapter 3.70 (**Exhibit D**)
7 of the Revised Code of the City of St. Louis (the “Revised Code”) to control issues of access and
8 operation of the Douglas MacArthur Bridge (the “MacArthur Bridge”); and

9 **WHEREAS**, vehicular access to the MacArthur Bridge, formerly known as the Municipal Bridge,
10 has been closed from Missouri and Illinois since 1981, and portions of the vehicular approaches
11 to the Bridge were removed to prevent unauthorized automobile access to the MacArthur Bridge;
12 and

13 **WHEREAS**, the Terminal Railroad Association owns the MacArthur Bridge and continues to
14 operate it for railroad use; and

15 **WHEREAS**, the City of St. Louis (the “City”) possesses real property and easement rights in the
16 City of East St. Louis, Illinois (“East St. Louis”) described in the Purchase and Sale Agreement
17 attached hereto as **Exhibit A**, including a vehicular approach ramp and related improvements (all
18 said property and improvements, the “Property”); and

19 **WHEREAS**, the City does not have a functional need for the Property, the cost to secure and
20 maintain the Property is significant, and the City finds that the costs and liabilities associated with
21 the Property equal or exceed the value of the Property to the City; and

22 **WHEREAS**, East St. Louis has determined it is in its best interest to acquire the Property;

1 **BE IT ORDAINED BY THE CITY OF ST. LOUIS, AS FOLLOWS: SECTION ONE.**

2 **Findings of Fact.** The whereas clauses set forth above are adopted as findings of fact. **SECTION**
3 **TWO. Repeal of Chapter 3.70.** There being no current or future need for the Municipal Bridge
4 Commission, such Commission is dissolved, and Section 3.70 of the Revised Code is hereby
5 repealed.

6 **SECTION THREE. Authorization to Execute Deed.** The Mayor and Comptroller are hereby
7 authorized and directed to execute and deliver, on behalf of the City, (i) the Purchase and Sale
8 Agreement in substantially the form attached hereto as **Exhibit A** (the “PSA”); (ii) a Quitclaim
9 Deed in substantially the form attached to the PSA as Exhibit 3 thereto; and (iii) such other
10 documents as may be approved by the City Counselor and which are not inconsistent herewith and
11 which are incidental to and related to the transactions contemplated by the PSA. The Mayor and
12 Comptroller are further authorized to take such additional actions as determined necessary by the
13 City Counselor to effectuate the transfer of the Property to East St. Louis.

14 **SECTION FOUR. Vacation of Right of Way.** The City right of way in the Property shall be
15 vacated upon the delivery of the Quitclaim Deed described in Section Three.

16 **SECTION FIVE. Severability.** If any section, subsection, sentence, clause, phrase or portion of
17 this Ordinance is held to be invalid or unconstitutional, or unlawful for any reason, by any court
18 of competent jurisdiction, such portion shall be deemed and is hereby declared to be a separate,
19 distinct and independent provision of this ordinance, and such holding or holdings shall not affect
20 the validity of the remaining portions of this ordinance.

Board Bill Number 132

EXHIBIT A

PURCHASE AND SALE AGREEMENT

**City of Saint Louis
MacArthur Bridge Termination-Illinois side**

THIS PURCHASE AND SALE AGREEMENT is entered into as of the ___ day of _____, 20__ by and between the City of St. Louis, Missouri (“St. Louis”) and the City of East St. Louis, Illinois (“East St. Louis”).

WITNESSETH:

WHEREAS, East St. Louis desires to acquire certain property, including an overhead easement, owned by St. Louis and located in East St. Louis (as further defined below, the “Property”);

WHEREAS, the St. Louis has agreed to quitclaim and release any and all interests in the Property on a date to be set (the “Closing Date”) under certain conditions;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations in this Agreement, the parties agree as follows:

1. **CONSIDERATION**: East St. Louis shall acquire the Property for and in consideration of \$1.00 and other good and valuable consideration, payable to St. Louis on the Closing Date.

2. **DESCRIPTION OF THE PROPERTY**:

The Property consists of the easement as described on Exhibit 1 attached hereto, the real property as described on Exhibit 2, and all improvements and appurtenances and rights currently vested in the City of St. Louis for such areas. Exhibits 1 and 2 are fully incorporated into this Agreement.

3. **POSSESSION OF PROPERTY/TRANSFER AT CLOSING**: St. Louis hereby agrees to vacate and quitclaim the Property to East St. Louis by Quitclaim Deed in substantially the form attached as Exhibit 3, and East St. Louis agrees to accept the Property upon delivery of such Deed; provided, however, that the City of St. Louis shall have no such obligation unless such transfer and vacation is recommended by the Board of Public Service and approved by Ordinance of the Board of Aldermen of the City of St. Louis.

4. **LAWS OF MISSOURI TO GOVERN**: This Agreement shall be construed according to the laws of the State of Missouri.

5. **NO REPRESENTATIONS; PROPERTY “AS IS”; IMPROVEMENTS TRANSFERRED AND ACCEPTED AT CLOSING**: By signing this Agreement, East St. Louis acknowledges and agrees that (a) St. Louis has made no representations or warranties about the title, soil conditions, rights of access, conditions of physical structures, zoning, code violations,

construction, use or occupancy of the Property; (b) East St. Louis has had the opportunity to inspect the Property; (c) East St. Louis shall accept the Property “as is” and without recourse for any defects hidden or visible on the Property, including any environmental contamination; (d) all land, buildings, bridges, structures, equipment, or appurtenances located on the Property shall become the property and responsibility of East St. Louis upon the Closing Date whether or not such buildings, bridges, equipment or appurtenances are described in the deed of conveyance.

6. **INDEMNIFICATION**. East St. Louis agrees to hold harmless and defend St. Louis and its affiliates, employees, officers, and elected officials from and against any and all losses, liabilities, and costs (including, without limitation, reasonable attorney's fees) which St. Louis may incur, become responsible for, or pay out as a result of death or bodily injury to any person, or destruction or damage to any property, relating to the Property; provided such losses arise after the Closing Date and such losses are not caused by actions of St. Louis after the Closing Date. This Paragraph 6 shall survive the closing of the transfer of Property.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

CITY OF ST. LOUIS, MISSOURI

CITY OF EAST ST. LOUIS, ILLINOIS

By: _____

By: _____

Title: MAYOR

Title: _____

Date: _____

Date: _____

By: _____

TITLE: COMPTROLLER

Date: _____

APPROVED AS TO FORM:

ATTEST:

By: _____

By: _____

Title: CITY COUNSELOR

Title: REGISTER

APPROVED BY THE BOARD OF PUBLIC SERVICE OF THE CITY OF ST. LOUIS ON

_____.

President, Board of Public Service

Secretary, Board of Public Service

Exhibit 1

LEGAL DESCRIPTION

**75' WIDE PERPETUAL OVERHEAD EASEMENT FOR THE EASTERN ROADWAY
APPROACH TO THE MUNICIPAL BRIDGE**

AS RECORDED IN BOOK 404 PAGE 506 OF THE

ST. CLAIR COUNTY, ILLINOIS RECORDER'S OFFICE

WEST TRACT

A TRACT OF LAND BEING PART OF LOTS 293, 296, 297, 298 AND 299 OF THE 3RD SUBDIVISION OF THE CAHOKIA COMMONS, REFERENCE HAD TO THE PLAT THEREOF RECORDED IN BOOK "D", PAGE 209 OF THE ST. CLAIR COUNTY, ILLINOIS RECORDER'S OFFICE, AND PART OF U.S. SURVEY 579, ALL LOCATED IN TOWNSHIP 2 NORTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT LOCATED AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE CITY OF ST. LOUIS MUNICIPAL VEHICULAR TOLL BRIDGE APPROACH AS PER DEED AND AGREEMENT RECORDED ON APRIL 21, 1911 IN DEED BOOK 404, PAGE 506 OF THE ST. CLAIR COUNTY, ILLINOIS RECORDS (75 FOOT WIDE) WITH THE EASTERLY RIGHT OF WAY LINE OF MISSISSIPPI AVENUE (90 FEET WIDE); THENCE, ALONG THE SAID SOUTHERLY LINE OF THE 75 FOOT WIDE EASEMENT, SOUTH 73 DEGREES 06 MINUTES 12 SECONDS WEST, 576.39 FEET TO THE SOUTHERLY LINE OF LOT 293 OF THE 3RD SUBDIVISION OF THE CAHOKIA COMMONS; THENCE, ALONG THE SOUTHERLY LINE OF LOT 293, NORTH 76 DEGREES 17 MINUTES 56 SECONDS WEST, 133.75 FEET TO THE SOUTHWESTERLY CORNER OF LOT 293; THENCE, ALONG THE WESTERLY LINE OF LOT 293, NORTH 54 DEGREES 24 MINUTES 11 SECONDS EAST, 21.58 FEET TO THE NORTHERLY LINE OF SAID 75 FOOT WIDE EASEMENT; THENCE, ALONG SAID NORTHERLY LINE, NORTH 73 DEGREES 06 MINUTES 12 SECONDS EAST, 1471.48 FEET TO THE CENTERLINE OF THE CAHOKIA CREEK, AS DESCRIBED IN INSTRUMENT RECORDED IN DEED BOOK 416, PAGE 438 OF THE ST. CLAIR COUNTY, ILLINOIS, RECORDS; THENCE, ALONG SAID CENTERLINE, SOUTH 12 DEGREES 01 MINUTE 46 SECONDS EAST, 75.27 FEET TO THE SOUTHERLY LINE OF SAID 75 FOOT WIDE EASEMENT; THENCE, ALONG SAID SOUTHERLY LINE, SOUTH 73 DEGREES 06 MINUTES 12 SECONDS WEST, 794.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.472 ACRES, MORE OR LESS.

ILLINOIS CENTRAL RAILROAD (ICRR) TRACT

A TRACT OF LAND BEING PART OF THE ILLINOIS CENTRAL RAILROAD RIGHT-OF-WAY, BEING LOCATED IN TOWNSHIP 2 NORTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Exhibit 2

LEGAL DESCRIPTION

EAST TRACT

A TRACT OF LAND OF VARIABLE WIDTH, SOUTHEASTERLY OF AND ADJACENT TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF 10TH STREET , BEGINNING AT THE SOUTHERLY RIGHT-OF-WAY OF PIGGOTT AVENUE (60 FEET WIDE) AND EXTENDING SOUTHWESTERLY TO THE WESTERLY RIGHT-OF-WAY LINE OF FALLING SPRINGS ROAD (50 FEET WIDE), BEING LOCATED IN THE CITY OF EAST SAINT LOUIS, TOWNSHIP 2 NORTH, RANGE 10 WEST OF THE 3RD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1, 2, 21, & 22 OF BLOCK 2 OF DEXTER'S SECOND ADDITION, EXCEPTING THE SOUTHEASTERLY 9.5 FEET OF LOT 2 THEREOF, REFERENCE HAD TO THE PLAT THEREOF RECORDED IN PLAT BOOK "F", PAGE 1 OF THE ST. CLAIR COUNTY, ILLINOIS RECORDER'S OFFICE; AND THE WESTERLY 51 FEET OF A 16 FOOT WIDE ALLEY IN SAID BLOCK 2 LOCATED ADJACENT TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF 10TH STREET (60 FEET WIDE);

LOTS 1, 2, 21, AND 22 OF BLOCK 13 OF SAID DEXTER'S SECOND ADDITION;

THE NORTHWESTERLY 51 FEET OF TUDOR AVE (60 FEET WIDE) ADJACENT TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF 10TH STREET IN SAID DEXTER'S SECOND ADDITION;

LOTS 1 AND 2 IN BLOCK 1 OF COLA'S CENTRAL PLACE, REFERENCE HAD TO THE PLAT THEREOF RECORDED IN PLAT BOOK "G" ON PAGE 42 OF THE ST. CLAIR COUNTY, ILLINOIS RECORDER'S OFFICE;

LOT 162 OF C.O. MCCASLAND'S SUBDIVISION OF OUTLOTS A & B OF COLA'S CENTRAL PLACE, REFERENCE HAD TO THE PLAT THEREOF RECORDED IN PLAT BOOK "H" ON PAGE 10 OF THE ST. CLAIR COUNTY, ILLINOIS RECORDER'S OFFICE.

EXHIBIT 3

[FORM OF QUITCLAIM DEED]

Return this Instrument To:

Name: _____

Address: _____

Mail Future Tax Bills To:

Name: _____

Address: _____

This Instrument was Prepared by:

Office of the City Counselor

City of St. Louis

1200 Market Street, Room 314

St. Louis, Missouri 63103

QUITCLAIM DEED

The State of Illinois

County of St. Clair

THIS QUITCLAIM DEED is made on _____ by and between the **City of St. Louis, Missouri**, a constitutional charter city of the State of Missouri hereinafter referred to as "Grantor," and the **City of East St. Louis**, a city within the County of St. Clair and the State of Illinois. Grantor, for and in consideration of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, **REMISES, RELEASES AND QUITCLAIMS** to Grantee, without covenant or warranty of title, all interest, right of way and improvements over, along, across, and under the following property:

See legal descriptions in Exhibits I and II attached hereto and incorporated herein by reference.

[Remainder of this page intentionally left blank]

GRANTOR:

CITY OF ST. LOUIS, MISSOURI

BY: _____
CARA SPENCER, MAYOR

BY: _____
DONNA BARINGER, COMPTROLLER

APPROVED AS TO FORM:

ATTEST:

By: _____
CITY COUNSELOR

By: _____
REGISTER

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

On this ____ of _____, 20__ before me appeared Cara Spencer, to me personally known, who being by me duly sworn, did say that she is the Mayor of the City of St. Louis, and that she is authorized to sign this Quitclaim Deed on behalf of the City of St. Louis and acknowledges said instrument to be its free act and deed of the City of St. Louis.

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 ____ of _____, 20__ before me appeared Donna Baringer, to me personally known, who being by me duly sworn, did say that she is the Comptroller of the City of St. Louis, and that she is authorized to execute this Quitclaim Deed on behalf of the City of St. Louis and acknowledges said instrument to be the free act and deed of the City of St. Louis.

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:

EXHIBIT I

LEGAL DESCRIPTION

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EXHIBIT II

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**BOARD BILL NUMBER 132
EXHIBIT B**



When we traded ownership of the two bridges, TRRA refused to take the portion of the vehicular approach after it split away from the main bridge on the east side. (highlighted in light gray). This portion of the bridge was specifically excluded from the ordinance and remains City property.

**BOARD BILL NUMBER 132
EXHIBIT C**



There is ~1700' of bridge remaining that the City still owns. This bridge crosses two streets and two active railroad tracks.