

ORDINANCE #65816
Board Bill No. 434

AN ORDINANCE recommended by the Board of Public Service authorizing and directing the Mayor and the Comptroller of the City of St. Louis (hereinafter called "City") to execute and deliver to The Metropolitan St. Louis Sewer District (hereinafter called "MSD"), its successors and assigns, a Easement Agreement for a five foot (5') wide strip of land crossing the City of St. Louis Water Division (hereinafter called "Water Division") property. The sole purpose of said Easement is for operation and maintenance of a sanitary sewer to service the needs of the Villas at Ladue Bluffs Subdivision. The property, owned by the City of St. Louis and is located within the corporate limits of the City of Chesterfield, in St. Louis County. This ordinance voids BPS Permit #106674, Document #262121, that allowed construction of the sanitary sewer and contains an emergency clause.

WHEREAS, the City is the owner of property located in St. Louis County known as the City Howard Bend Water Treatment Plant; located within the corporate limits of the City of Chesterfield, and

WHEREAS, it is deemed to be in the public interest to permit such activity as to operate and maintain said sanitary sewer line across property owned by the City, and.

WHEREAS, the City is willing to grant an easement, as described in **EXHIBIT 1**, to the Metropolitan St. Louis Sewer District.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The Mayor and the Comptroller, acting on behalf of the City of St. Louis, are hereby authorized and directed to execute and deliver to The Metropolitan St. Louis Sewer District, its successors and assigns, the easement as described in Exhibit 1 of the Ordinance, located in St. Louis County.

SECTION TWO. BPS Permit #106674, Document #262121 is hereby null and void.

SECTION THREE. Emergency Clause. This being an ordinance for the preservation of health and safety, it is hereby declared to be an emergency measure within the meaning of Section 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this ordinance shall become effective immediately upon its passage and approval by the Mayor.

EXHIBIT I
EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this ____ day of _____, 2003, by and between the City of St. Louis Water Division (hereinafter called the "City") and The Metropolitan St. Louis Sewer District, (hereinafter called "District"), with a mailing address of 2000 Hampton Avenue, St. Louis, Missouri 63139. This easement is authorized by City of St. Louis Ordinance Number ____ dated _____, 2003.

WHEREAS, the City is the owner of property located in St. Louis County known as the City Howard Bend Water Treatment Plant, located within the corporate limits of the City of Chesterfield, and

WHEREAS, the Villas at Ladue Bluffs Subdivision, being developed by The Jones Company and located along the Northeast side of Olive Street Road, has been given BPS Permit #106674, Document #262121 to allow the construction of a sanitary sewer line to service said subdivision, and

WHEREAS, the District is willing to be responsible for operation and maintenance of said sanitary sewer lines, and

WHEREAS, the City is willing to grant an easement as described in EXHIBIT A, to the Metropolitan St. Louis Sewer District.

NOW, THEREFORE, for the Sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City hereby sells, assigns, transfers and conveys unto the District the following described Easement:

An Easement five feet (5') in width, centered on the sanitary sewer line, located within a tract of land being a part

of Lot 8 & 9 of the subdivision of Moss Hunton’s Land as per the plat thereof recorded in Book 594, Page 437 of the St. Louis County Records and being situated in U. S. Survey 121, Township 43 North, Range 4 East, St. Louis County, Missouri (Locator #16R110022). More particularly described in “EXHIBIT A” and made a part of this document.

This agreement is subject to the following conditions:

1. This easement is hereby granted by the City and accepted by the District, its successors and assigns, upon the understanding that the City, its successors and assigns shall not be liable for any property damage, loss of life or personal injury that may be sustained by any person or persons, when damage or injury was caused by the negligence of the District, its employees, agents or licensees. The District agrees to require any contractor or contractors engaged in the performance of any work within the easement to carry liability insurance (naming the City as an additional insured) in an amount sufficient to satisfy District requirements.
2. If the District constructs any facility within the easement, the plans and specifications for said construction shall first be submitted to the City’s Board of Public Service and the Water Division for their approval, which approval shall not unreasonably be withheld.
3. The City shall allow ingress and egress to the easement and reasonable working room as required by the construction, reconstruction, maintenance or repairs.
4. If the City constructs and/or reconstructs any facilities within or upon the above described Easement, the City shall give the District ample notice and an opportunity to review and comment on the plans and specifications thereof. During any construction program or repair of existing facilities, the City shall take all precautions to avoid damage to the District facilities and, if the damages occur, shall repair said District facilities as nearly as practicable to its original condition.
5. The District shall use the easement for the sole purpose of operation, maintenance, construction and reconstruction of sanitary sewer facilities.
6. The District shall take all precautions to avoid the temporary interruption of water transmission by the City and shall seek permission of the City if any such interruption is necessary.
7. All excess material not used for fill during construction shall be removed from the site..
8. The surface of any ground, disturbed within the easement during construction by the District or the City shall be graded smooth and shall be seeded, fertilized and strawed.
9. All fill material used on the easement shall be clean earth or granular limestone only. No rubble or debris shall be used.
10. The City reserves the right to use the Easement for future open cut crossings for City water mains and, after construction shall repair, as nearly as practicable all District facilities damaged by construction.

IN WITNESS WHEREOF, the City has executed this Easement Agreement as of the day and year first above written.

THE CITY OF ST. LOUIS

THE METROPOLITAN ST. LOUIS SEWER DISTRICT

Francis G. Slay, Mayor

_____, Executive Director

Approved as to Legal Form:

Darlene Greene, Comptroller

Randy Hayman, General Counsel

Approved as to form:

ATTEST:

CITY COUNSELOR

Karl J. Tyminski, Secretary - Treasurer

ATTEST:

REGISTER

STATE OF MISSOURI)
)
CITY OF ST. LOUIS)

On this ___ day of _____, 2003 before me personally appeared Francis G. Slay and Darlene Green, respectively being by me duly sworn did state that he is the Mayor and she is the Comptroller of the City of St. Louis, a Municipal Corporation of the State of Missouri, and that said instrument was signed and sealed on behalf of the City of St. Louis by authority of Ordinance No. _____, approved on the ___ day of _____, 2003 acknowledged said instrument to be the free act and deed of said City of St. Louis.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last written above.

Notary Public

My Commission expires:

CITY OF ST. LOUIS)
)
STATE OF MISSOURI)

On this ___ day of _____, 2003 before me personally appeared _____, being by me duly sworn did state that he is the Executive Director of The Metropolitan St. Louis Sewer District, a Municipal Corporation of the State of Missouri, and that said instrument was signed and sealed on behalf of The Metropolitan St. Louis Sewer District. He also acknowledged said instrument to be the free act and deed of The Metropolitan St. Louis Sewer District.

Notary Public

My Commission expires:

Approved: February 14, 2003

EXHIBIT A - EASEMENT PLAT

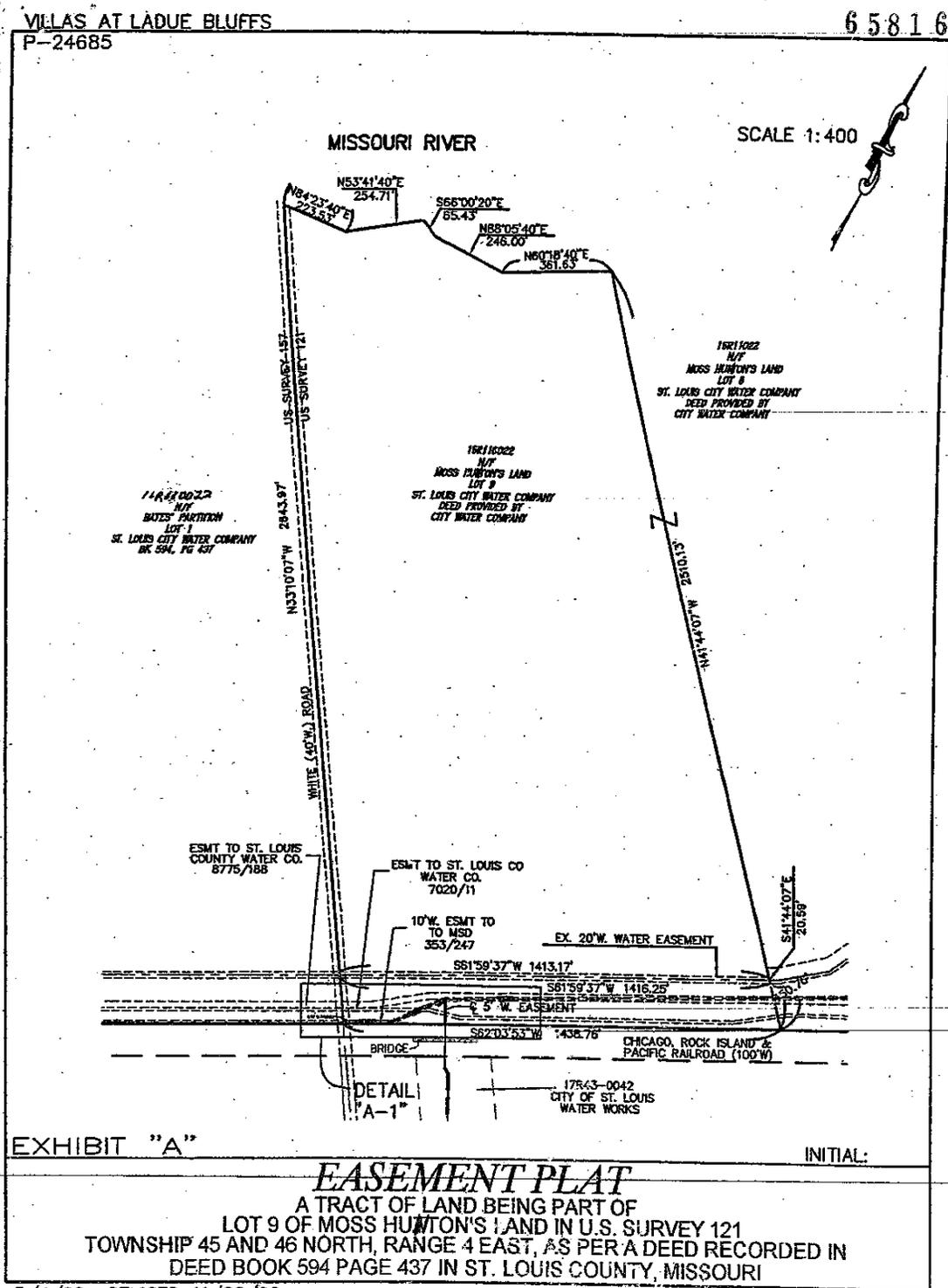


EXHIBIT A1 - EASEMENT PLAT

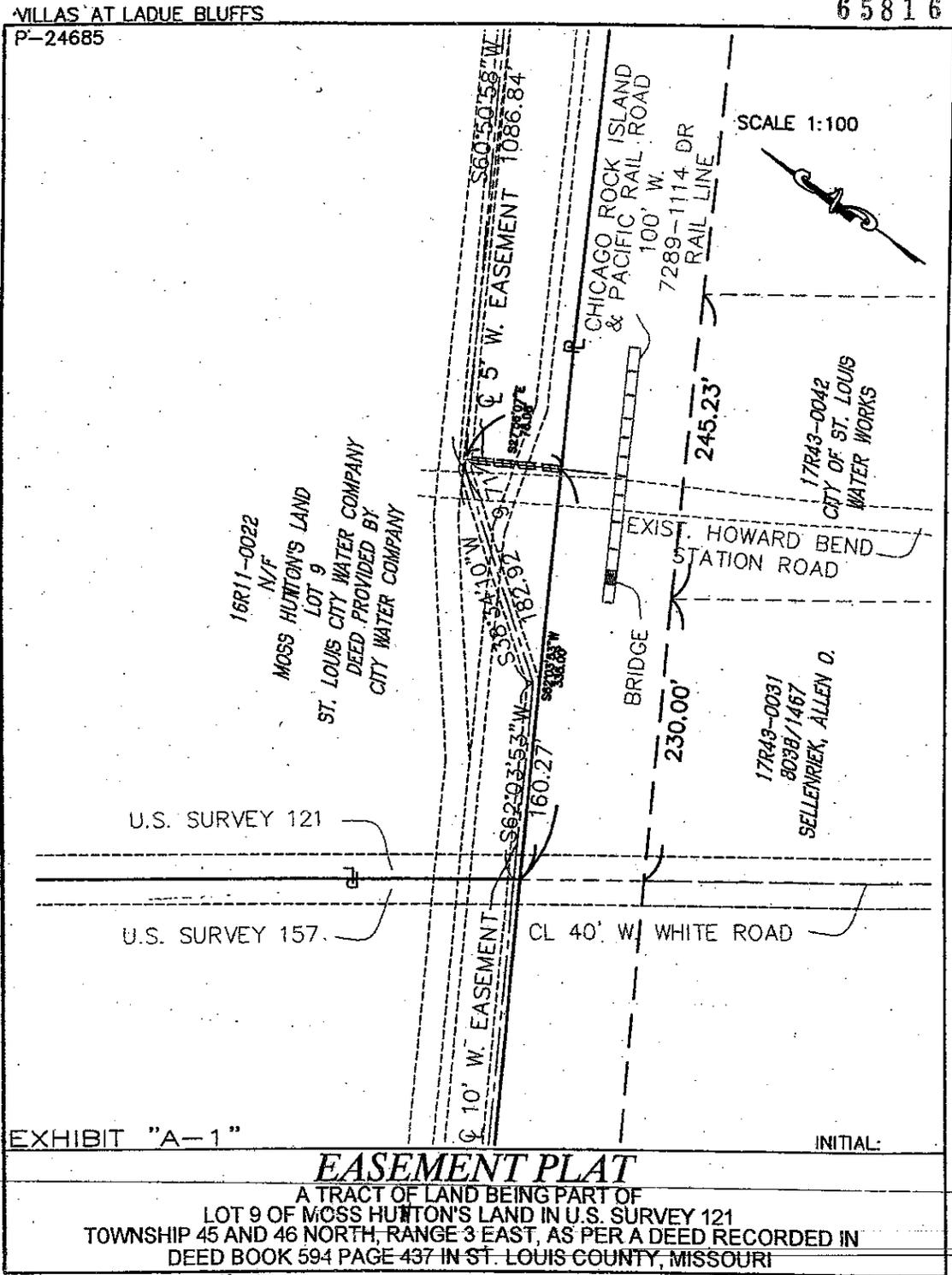


EXHIBIT "A-1" INITIAL:

EASEMENT PLAT
 A TRACT OF LAND BEING PART OF
 LOT 9 OF MOSS HUNTON'S LAND IN U.S. SURVEY 121
 TOWNSHIP 45 AND 46 NORTH, RANGE 3 EAST, AS PER A DEED RECORDED IN
 DEED BOOK 594 PAGE 437 IN ST. LOUIS COUNTY, MISSOURI