

1 An Ordinance authorizing and directing the Mayor and the Comptroller of the City of
2 Saint Louis to execute, upon receipt of and in consideration of the sum of One Dollar
3 (\$1.00), and other good and valuable consideration, a permanent, irrevocable
4 Subterranean Easement Agreement, which shall give, grant, extend and confer on the
5 Metropolitan St. Louis Sewer District, its agents, successors, and assigns, the exclusive
6 right to build a tunnel located underground in the Easement on a strip of ground in City
7 Block 2832 in which sewer line(s) will be constructed and maintained, and containing an
8 emergency clause.

9 **BE IT ORDAINED BY THE CITY OF SAINT LOUIS AS FOLLOWS:**

10 SECTION ONE. The Mayor and Comptroller of the City of Saint Louis are
11 hereby authorized and directed to execute a permanent, irrevocable Easement,
12 attached hereto as Exhibit "A" which shall give, grant, extend and confer on the
13 Metropolitan St. Louis Sewer District, its agents, successors, and assigns, the exclusive
14 right to build a tunnel located underground in the Easement on a strip of ground in City
15 Block 2832 in which sewer line(s) will be constructed and maintained.

16 SECTION TWO. The passage of this ordinance being deemed necessary for
17 the preservation of the public peace, health, and safety, it is hereby deemed to be an
18 emergency measure within the meaning of Sections 19 and 20 of Article IV of the
19 Charter of the City of Saint Louis, and shall become effective upon its passage and
20 approval by the Mayor.

Exhibit "A"

SUBTERRANEAN EASEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2005, by and between the City of St. Louis, a municipal corporation of the State of Missouri, ("Grantor") and The Metropolitan St. Louis Sewer District, a body corporate, a municipal corporation and a political subdivision of the State of Missouri ("Grantee").

WITNESSETH

Whereas, Grantor desires to grant to Grantee a Subterranean Easement to be located within the Grantor's private property which is located in City Block 2832 in the City of St. Louis, Missouri; and,

Whereas, Grantee desires to construct a tunnel located underground in the Easement in which sewer line(s) will be constructed and maintained (as per Exhibits A and B attached hereto and incorporated herein by reference); and,

Whereas Grantor may hereafter desire to construct buildings and/or improvements, which could possibly be located above the tunnel and sewer line(s) that Grantee proposes to construct, and in order to afford protection of the tunnel and sewer line(s); and,

Whereas Grantee is desirous of permitting Grantor to construct buildings and/or improvements over the Easement and whereas Grantee intends that the use and purpose of the proposed tunnel and sewer line(s) shall not interfere with the reasonable and normal use and occupancy of any future buildings and/or improvements;

NOW, THEREFORE, for good and valuable consideration paid by each party hereto, one to the other, the receipt of which is herein acknowledged, and for consideration of the mutual covenants contained herein, Grantor and Grantee hereby agree as follows:

1. Grantor does hereby give, grant, extend, and confer on Grantee an Easement to

build and maintain a tunnel and sewer line(s) in the ground described, as shown hachured on the Easement Plats attached hereto as Exhibits A and B (the "Easement"). Said Easement is restricted and limited to the ground underneath the surface of the land as depicted on Exhibits A and B. Grantee may from time to time enter into the Easement under conditions stated herein to construct, reconstruct, or maintain the sewer line(s) aforesaid, and may assign its rights in this Easement to the State, County or City or other political subdivisions of the State of Missouri, provided that such political entities agree to the terms and assume the obligations of Grantee under this Easement Agreement.

2. That entry into the Easement herein granted shall only be from underground location(s) off Grantor's property unless a separate surface easement is also obtained from Grantor.
3. The development of any buildings and/or improvements over the Easement will not result in a violation of the Easement granted and accepted herein. Grantee hereby agrees that its exercise of rights under this grant of Easement shall not interfere with the reasonable and normal use and occupancy of future buildings and/or improvements located over the Easement, except as otherwise specified herein.
4. There shall be no drilling, boring, or pile driving of any kind directly over or within the Easement herein granted without the express written consent of Grantee.
5. Any use of explosives anywhere within the boundaries of the subject property must conform to all local and/or county governments requirements. Grantor must also obtain the express written consent of Grantee in order to use explosives anywhere within the boundaries of the subject property, however, such consent shall not be arbitrarily withheld.
6. There shall be no excavation of any sort by grantor within the Easement herein granted.
7. The parties hereto agree to execute all additional documents that are necessary in order to fully confirm and facilitate the intent of this agreement.

This Easement Agreement shall be binding upon Grantor, Grantor's heirs, executors and assigns and shall inure to the benefit of Grantee, its successors and assigns.

IN WITNESS WHEREOF, the said City of St. Louis, a municipal corporation of the State of Missouri, has caused these presents to be signed by its Mayor and Comptroller this _____ day of _____ 2005.

CITY OF ST. LOUIS

BY: _____
Francis G. Slay
Mayor

BY: _____
Darlene Green
Comptroller

Approved as to form:

Patricia A. Hageman
City Counselor

Attest:

Parrie L. May
City Register

Exhibit "A"

BELLERIVE PARK
SUBTERRANEAN EASEMENT

A TRACT OF LAND BEING PART OF BLOCKS 3 AND 4 TOWN OF CARONDELET AS RECORDED IN PLAT BOOK 1 PAGE 68 OF THE CITY OF ST. LOUIS, MISSOURI RECORDS AND CONVEYED TO THE CITY OF ST. LOUIS, MISSOURI BY ORDINANCE 22937 AND 23854 OF THE CITY OF ST. LOUIS, MISSOURI RECORDS AND FURTHER DESCRIBED AS FOLLOWS;

COMMENCING FROM AN OLD COTTON SPINDLE (98.20 FEET SOUTH, 0.30 FEET WEST OF THE NORTHWEST PROPERTY CORNER OF BELLERIVE PARK) BEING ON THE EAST RIGHT-OF-WAY LINE OF BROADWAY (100 FEET WIDE) STREET THENCE ALONG SAID EAST RIGHT-OF-WAY LINE OF BROADWAY (100 FEET WIDE) STREET SOUTH 29 DEGREES 00 MINUTES 53 SECONDS WEST A DISTANCE OF 102.91 FEET TO THE POINT OF BEGINNING AND BEING ON SAID EAST RIGHT-OF-WAY LINE OF BROADWAY (100 FEET WIDE) STREET AND THE CENTERLINE OF BATES (50 FEET WIDE); THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE OF BROADWAY (100 FEET WIDE) STREET AND THE CENTERLINE OF BATES (50 FEET WIDE) SOUTH 55 DEGREES 57 MINUTES 00 SECONDS EAST A DISTANCE OF 320.44 FEET ALONG THE CENTERLINE OF FORMER BATES (50 FOOT WIDE) STREET VACATED BY ORDINANCE 18602 THE CENTERLINE OF A 30 FOOT WIDE EASEMENT CENTERED ON THE CENTERLINE OF FORMER BATES (50 FOOT WIDE) STREET VACATED BY ORDINANCE 18602 TO THE WEST RIGHT-OF-WAY LINE (60 FOOT WIDE) CONVEYED TO MISSOURI PACIFIC RAILROAD COMPANY CONTAINING 9,613 SQUARE FEET OR 0.22 ACRES MORE OR LESS.