

## *St. Louis City Ordinance 63493*

### FLOOR SUBSTITUTE

BOARD BILL NO. [95] 38 ENTER YEAR AND NUMBER

INTRODUCED BY ALDERMAN MARY ROSS

An Ordinance recommended and approved by the Airport Commission, the Board of Public Service and the Board of Estimate and Apportionment authorizing and directing the Mayor and Comptroller to execute and deliver to Drury Displays, Inc. an easement and right of access to a tract of land owned by Drury Displays, Inc. across land owned by the City of St. Louis on property located on or near Lambert-St. Louis International Airport and located in the City of Berkeley, Missouri as herein described in Section One of this Ordinance and containing an emergency clause.

WHEREAS, Drury Displays, Inc. owns a tract of land adjacent to land owned by the City of St. Louis; and

WHEREAS, access to the Drury Displays, Inc. tract has been condemned by the City of St. Louis; and

WHEREAS, Drury Displays Inc. is desirous of replacing surface access to their tract of land; and

WHEREAS, it is necessary to convey the following easement for right of access to accommodate the needs of Drury Displays, Inc.;

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

Section One. The Mayor and the Comptroller of the City of St. Louis are hereby authorized and directed to execute and deliver an easement and right of access to Drury Displays, Inc. including the right to construct a twelve foot wide road on property owned by the City of St. Louis on or near Lambert-St. Louis International Airport located in the City of Berkeley, Missouri which easement and right of access agreement shall read in words and figures as follows:

EASEMENT AGREEMENT AND RIGHT OF ACCESS  
DRURY DISPLAYS, INC.

The City of St. Louis, a municipal corporation of the State of Missouri, (hereinafter referred to as "the Grantor") acting through its Mayor and Comptroller, in consideration of mutual agreements set forth herein, hereby grants to Drury Displays, Inc. a Missouri Corporation and its successors and assigns hereinafter referred to as "the Grantee" a perpetual non-exclusive easement and right of access over, upon and across the property described in Exhibit "A", owned by the City of St. Louis for purposes of ingress and egress to a tract of land described in Exhibit "B" owned by Grantee. The tract of land owned by the City of St. Louis starting at James S. McDonnell Boulevard and the Metrolink right of way and more or less between I-170, Scudder Road as extended on an imaginary line to James S. McDonnell Boulevard back to the point of beginning as more fully described in the legal description set out in Exhibit A hereto and incorporated herein. The tract of land owned by Drury Displays, Inc. adjoining the Metrolink right of way and near Interstate I-70 more or less between James S. McDonnell Boulevard and Interstate I-70 as more fully described in the legal description set out in Exhibit B hereto and incorporated herein.

1) Purpose of Easement. Grantee and its officers, agents, employees, contractors, subcontractors, licensee or invitees, may use this easement only for ingress and egress, on foot or in vehicles, as a roadway to and from the property described in Exhibit "B". Grantee may use the easement and areas adjacent to the easement for the construction of an improved twelve foot wide roadway pursuant to Paragraph 5.

2) Right and Restriction of Parties. Grantor covenants and agrees that Grantor, its agents, servants, employees and invitees shall not do anything which might interfere with or obstruct the purposes for which this easement and right of access is granted. Grantee covenants and agrees that Grantee and its agents, servants, employees and invitees shall not take any action which could interfere with the operation of Lambert-St. Louis International Airport.

3) Construction and Maintenance of Surface Access Road. Grantee agrees that any expense for the construction and maintenance or removal of the twelve foot wide roadway shall be the sole responsibility of the Grantee, except as otherwise provided herein.

4) Ingress and Egress. Grantee, its officers, agents, employees, contractors, subcontractors, licensees, invitees and representatives shall have the right of ingress and egress across the tract of land described in Exhibit "A" as determined by Grantor only at the location of the twelve foot wide roadway to

and from the tract of land described in Exhibit "B". Grantor its agents, servants, employees and invitees shall have the right to use the roadway constructed by Grantee pursuant to Paragraph 5, provided that Grantor will restore any damage it causes to the roadway.

5) Approval of Route, Design and Plans. Grantee may, at such time as it deems appropriate, construct an improved twelve foot wide roadway across the property described in Exhibit "A" to provide ingress and egress to the property described in Exhibit "B". Grantee will submit its drawings, plans and specifications including elevation, drainage patterns, type of material and construction details as required by Grantor for Grantor's approval prior to construction. Prior to constructing any improved roadway, Grantee will make such modifications to its plans and locate the improved roadway as Grantor may reasonably request. If Grantor fails to give Grantee written notice of any reasonable objections to the proposed plans within ninety days of submission, the plans shall be deemed approved by Grantor. Any design, plans and construction of a roadway shall comply with all orders, regulations, codes and standards issued by the United States Department of Transportation, Federal Aviation Administration ("FAA") and the City of Berkeley, Missouri. Grantee shall also seek the approval of the FAA and the City of Berkeley. If the City of Berkeley or other necessary governmental entity requires a road wider than twelve feet, the Grantor shall allow for the construction of said additional roadway width to the minimum standard width as permitted under current law for said approval.

6) FAA Authority to Act. To the extent necessary, if this easement for right of access requires any FAA approval, for either this agreement or plans or specifications or use of said gravel access road, such prior approval shall be obtained from the FAA.

7) Advertising Restriction. Grantee has no right to permit billboards or other advertising to be placed anywhere on Grantor's property.

8) Restoration of Premises. After the construction of the twelve foot roadway, the Grantee, its employees, contractors or representatives shall remove all equipment and other property placed on Grantor's land by or for the Grantee, fill and contour all ditches, ruts and depressions caused by said construction and remove all debris resulting therefrom and restrict their use of the property described in Exhibit "A" to the roadway and in connection with any maintenance, to areas adjacent to the roadway reasonably necessary for maintenance of the roadway. The Grantee shall restore Grantor's property to as

near as possible its original condition with the exception of the twelve foot wide roadway. The Grantee shall not change the existing ground elevation or drainage patterns for the construction, operation or maintenance of the twelve foot wide roadway without prior approval by Grantor.

9) Indemnification. Grantor shall incur no costs or expenses other than as specified in this Agreement, as a result of this Easement Agreement or in connection with the construction, operation and maintenance of the twelve foot wide roadway. Grantee shall protect, defend, and hold the City of St. Louis, its Board of Aldermen, Airport Commission, officers, agents and employees completely harmless from and against all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this agreement and/or the construction, use, operation or maintenance of the twelve foot wide roadway or the acts or omissions of Grantee's officers, agents, employees, contractors, subcontractors, licensees, or invitees regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole act or negligence of Lambert-St. Louis International Airport. The Airport Director or his designee shall give Grantee reasonable notice of any such claims or actions. The Grantee shall also use counsel reasonably acceptable to the Airport Director or his designee in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this agreement.

10) Covenant of Ownership. Grantor covenants that it is the owner of the property and has the right, title and capacity to grant easement and right of access granted herein.

11) Compliance with Applicable Laws. Both parties covenant and agree that they have complied with all applicable laws, statutes and regulations necessary to enter into this Easement Agreement and right of access.

12) Modification or Expansion of the Airport Program. The parties hereto agree that if there is any modification or expansion of the Airport which requires the relocation of the twelve foot wide roadway, the total cost of said relocation shall be paid equally by both the Grantor and Grantee. The Grantee shall relocate the roadway within ninety days of written notice from Grantor to vacate the roadway to a replacement location specified by Grantor. After completion of construction of the replacement roadway, the prior roadway shall

be deemed abandoned and Grantee shall no longer have access to the prior roadway.

13) Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered by hand or mailed by registered or certified mail (return receipt requested) at the following addresses (or at such other addresses for a party as shall be specified by like notice) and shall be deemed given on the date on which so hand-delivered or on the third business day following the date on which so mailed:

To Grantor: City of St. Louis  
Lambert-St. Louis International Airport  
10701 Lambert International Boulevard  
St. Louis, Mo. 63145  
Attention: Airport Director

To Grantee: Drury Displays, Inc.  
8315 Drury Industrial Parkway  
St. Louis, Mo. 63114  
Attention: Chief Executive Officer

14) Covenants to Run with the Land. This Easement Agreement and the rights, duties and obligations of the parties with respect thereto are not personal but shall be deemed covenants running with the land in favor of, or as a burden upon the property described herein.

15) Easement Binding on Successors. This Easement Agreement and right of access shall be binding and inure to the benefit of the parties hereto, their executors, heirs, administrators, successors and assigns.

16) Modification of Easement. This Easement Agreement and right of access may be modified or amended only in writing, signed by each party hereto, or its successor, as the case may be.

17) Captions. The paragraph captions are inserted for convenience of reference and are in no way to be construed as a part of this Agreement or as a limitation on the scope of the paragraphs to which they refer. IN WITNESS WHEREOF, Grantor and Grantee have executed these duplicate original counterparts the day and year first above written.

APPROVED AS TO LEGAL FORM: THE CITY OF ST. LOUIS, MISSOURI

By:  
City Counselor Mayor, City of St. Louis

(SEAL)

Register: By:

Comptroller, City of

St. Louis

DRURY DISPLAYS, INC.

By:

Title:

#### EXHIBIT "A"

The tract of land owned by the City of St. Louis starting at James S. McDonnell Boulevard and the Metrolink right of way and more or less between I-170, Scudder Road as extended on an imaginary line to James S. McDonnell Boulevard back to the point of beginning as more fully described in the legal description set out in Exhibit A hereto and incorporated herein. (Exact legal description to govern.)

Also known as a tract of land being part of Lot 5 of Lewellyn Brown Estate; part of Section 13 of Washington Park Cemetery per Plat Book 40 Page 41; part of Section 14 of Washington Park Cemetery per Plat Book 40 Page 39; and part of Section 15 of Washington Park Cemetery per Plat Book 40 Page 40, all in U.S. Survey 656, Township 46 North, Range 6 East, St. Louis County, Missouri and being more particularly described as follows:

Beginning at the intersection of the Northeastern corner of a tract of land conveyed to Younger Cemetery per the deed recorded in Book 8010 Page 989 Parcel No. 1 of the St. Louis County Records, the Southeastern corner of a tract of land conveyed to the City of St. Louis per the deed recorded in Book 6587

Page 9 Parcel No. 1 of the St. Louis County Records, and the Eastern line of Lot 5 of Lewellyn Brown Estate; thence South 08 degrees 15 minutes 01 seconds West along the Eastern line of Lot 5 of Lewellyn Brown Estate, 338.63 feet to a point at the Northeastern corner of a tract of land conveyed to Drury Displays, Inc. per the deed recorded in Book 8008 Page 1601 Parcel No. 2; thence leaving the Eastern line of Lewellyn Brown Estate along the Northern property line of said Drury Displays, Inc., North 71 degrees 11 minutes 59 seconds West, 506.88 feet to a point; thence along a curve to the right whose radius point bears North 64 degrees 57 minutes 42 seconds West, 63.58 feet from the last described point with an arc length of 91.60 feet to the point of tangency; thence North 66 degrees 24 minutes 59 seconds West, 381.50 feet to a point on the Eastern right-of-way line of Country Day Drive, 40.00 feet wide (abandoned); thence leaving said Northern property line of said Drury Displays, Inc., along said Eastern right-of-way line North 38 degrees 24 minutes 23 seconds East, 279.79 feet to a point; thence North 23 degrees 56 minutes 31 seconds East, 487.20 feet to the Southwestern corner of a tract of land conveyed to the City of St. Louis per the deed recorded in Book 6587 Page 9 Parcel No. 1 of the St. Louis County Records; thence leaving said Eastern right-of-way line of Country Day Drive along the Southern property line of said City of St. Louis tract along a curve to the left whose radius point bears North 25 degrees 09 minutes 03 seconds East, 20.00 feet from the last described point with an arc length of 7.76 feet to the point of tangency; thence South 87 degrees 06 minutes 19 seconds East, 1.30 feet to a point; thence along a curve to the right whose radius point bears South 02 degrees 53 minutes 41 seconds West, 71.31 feet from the last described point with an arc length of 100.15 to the point of tangency; thence South 06 degrees 38 minutes 19 seconds East, 68.03 feet to a point; thence along a curve to the left whose radius point bears North 83 degrees 21 minutes 41 seconds East, 451.70 feet from the last described point with an arc length of 248.11 feet to the point of tangency; thence South 38 degrees 08 minutes 49 seconds East, 70.89 feet to a point; thence along a curve to the left whose radius point bears North 51 degrees 51 minutes 11 seconds East, 176.08 feet from the last described point with an arc length of 72.37 feet to the point of tangency; thence South 61 degrees 41 minutes 49 seconds East, 204.93 feet to a point; thence South 67 degrees 08 minutes 35 seconds East, 137.75 feet to the point of beginning and containing 9.157 acres per calculations by Bax Engineering Company, Inc. during the month of October, 1991. The basis of bearings for this description is the centerline of Interstate Highway 70 as shown of the plans of the Interstate Highway 70 and Highway I-170 interchanges, Project No. I-170-5 (137).

EXHIBIT "B"

The tract of land owned by Drury Displays, Inc. adjoining the Metrolink right of way and near Interstate 70 more or less between James S. McDonnell Boulevard and Interstate I-170 as more fully described in the legal description set out in Exhibit B hereto and incorporated herein. (Exact legal description to govern.)

Also known as a tract of land in part of U.S. Survey 656, Township 46 North, Range 6 East, St. Louis County, Missouri, and described as follows: Beginning at a point on the Northern line of Parcel #3 of property conveyed to the State of Missouri by deed recorded in Book 6972 Page 219 of the St. Louis County Records, at its intersection with the Western line of property conveyed to the City of St. Louis by deed recorded in Book 6286 Page 88 of the St. Louis County Records; thence along the Western line of said City of St. Louis property, North 6 degrees 22 minutes 31 seconds East, 336.00 feet to a point of curve, said point being the Southernmost corner of property conveyed to the City of St. Louis by deed recorded in Book 6587 Page 9 of the St. Louis County Records; thence Northwestwardly along the Southwestern line of said City of St. Louis property on a curve to the left having a radius of 87.04 feet an arc distance of 97.81 feet (the chord of which bears North 25 degrees 50 minutes 08 seconds West, 97.81 feet) to a point of tangency; thence continuing along said Southwestern line, North 57 degrees 59 minutes 19 seconds West, 93.99 feet to a point; thence leaving said Southwestern line and running South 69 degrees 01 minutes 05 seconds East, 653.37 feet and South 19 degrees 28 minutes 30 seconds West 295.94 feet to a point on the Northern line of property conveyed to State of Missouri, as aforementioned; thence along said Northern line the following bearing and distances: North 73 degrees 04 minutes 45 seconds West, 130.27 feet; South 82 degrees 34 minutes 44 seconds West, 100.51 feet and North 84 degrees 10 minutes 55 seconds West, 205.34 feet to the point of beginning, now known as Washington Park Addition, according to the plat thereof recorded in Plat Book 236 Page 37 of the St. Louis County Records, EXCEPTING THEREFROM that portion conveyed to Drury Displays, Inc., by Deed recorded in Book 8008 Page 1601.

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

On this day of , 1995, before me appeared , to me personally known, who being



by me duly sworn, did say that he is the of Drury Displays, Inc., a Missouri Corporation as amended and that the seal affixed to the foregoing instrument is the seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid.

Notary Public

My Term Expires:

STATE OF MISSOURI )

) SS.

CITY OF ST. LOUIS )

On this day of , 1995, before me appeared , Mayor and , Comptroller, to me personally known, who being by me duly sworn, did say that they are the Mayor and Comptroller of the City of St. Louis, and that the seal affixed tot he foregoing instrument is the seal of said City and that said instrument was signed and sealed in behalf of said Mayor and Comptroller by authority of Ordinance No. and said Mayor and Comptroller acknowledged said instrument to be the free act and deed of said City. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid.

Notary Public

My Term Expires:

Section Two. The Director of the Airport is hereby authorized and directed as agent for the City upon written request from Drury Displays, Inc. to approve the exact location and plans for construction of a twelve foot wide improved roadway as authorized by this easement to grant access and to enter into such other agreements, grant approvals and consents and take such other actions as are necessary under terms which are in the best interest of the City to implement the provisions of the Easement. Section Three. The obligations of the City in the Easement are contingent on the dismissal by Drury Displays, Inc. and Druco, Inc. of all claims with prejudice arising out of the condemnation lawsuit City of St. Louis vs. Younger Cemetery, St. Louis County Circuit Court, Cause No. 636842A. Section Four. This being an

Ordinance providing for Public Work, Expansion and Improvement, it is hereby declared to be an emergency measure as defined under Article IV, Section 20 of the City Charter and shall become effective immediately upon approval by the Mayor of the City of St. Louis.

<b>Legislative History</b>				
<b>1ST READING</b>	<b>REF TO COMM</b>	<b>COMMITTEE</b>	<b>COMM SUB</b>	<b>COMM AMEND</b>
<b>04/28/95</b>	<b>04/28/95</b>	<b>T&amp;C</b>	<b>06/14/95</b>	
<b>2ND READING</b>	<b>FLOOR AMEND</b>	<b>FLOOR SUB</b>	<b>PERFECTN</b>	<b>PASSAGE</b>
<b>06/16/95</b>			<b>06/23/95</b>	
<b>ORDINANCE</b>	<b>VETOED</b>		<b>VETO OVR</b>	
<b>63493</b>				