

ORDINANCE #65859
Board Bill No. 433

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 twenty foot (20') wide strip of land crossing the City of St. Louis Water Division (hereinafter called "Water Division") R O W. The sole purpose of said Easement is for maintenance of "Storm Water" appurtenances located in the easement and directing storm water into Creve Coeur.Creek. The Water Division R O W is owned by the City of St. Louis and located in unincorporated St. Louis County. This ordinance is repealing Ordinance #60682 approved February 23, 1988, which ordinance pertains to the same subject matter.

WHEREAS, the easement under Ordinance #60682 is abandon pursuant to the letter from the Villages of Polo Run Master Homeowners' Association dated August 8, 2002.

WHEREAS, the City is the owner of a strip of real property located in the County of St. Louis in which MSD is willing to maintain certain storm water appurtenances with right of ingress and egress for maintenance functions, and

WHEREAS, it is deemed to be in the public interest to permit such activity as to maintain said storm water appurtenances across the 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. Ordinance #60682 is hereby repealed.

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 owns a strip of property Right of Way (hereinafter called R O W) which contains three (3) water conduits that service the City of St. Louis, located in St. Louis County; and

WHEREAS, the storm water erosion, that jeopardized said conduits, has been resolved by the construction of certain storm water control facilities across the R O W; and

WHEREAS, the City is willing to give an easement to the District for future operation and maintenance of these storm water control facilities: and

WHEREAS, the District is willing to accept the easement and for maintenance responsibility from the City under certain conditions; and

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, 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 and right of way for the purpose and use of maintaining a rock and concrete swale sufficient in size and character to effectively transport all storm water, from the Polo Run Subdivision, across the City R O W

directly into Creve Coeur Creek. Said easement being described as a track of land being part of U. S. Survey 1929, Township 46 North, Range 5 East of the 5th Principle Meridian, St. Louis County, Missouri, and being more particularly described as follows:

Commencing at the Southwestern most corner of Seven Pines Plat 2, as recorded in Plat Book 122, Page 18 of the St. Louis County Records, said point also being the Southwestern most corner of Lot 28 of said Seven Pines Plat 2; THENCE South 62 degrees 15 minutes 15 seconds East along the Southerly line of said Seven Pines Plat 2 a distance of 436.90 feet to a point on the Westerly Right-of-Way of Sprucedale (50 feet wide) Drive; Thence South 28 degrees 13 minutes 41 seconds West along the Westerly line of said Sprucedale Drive 50.31 feet to a point on the Northerly line of a 100 foot wide Right-of-Way formerly conveyed to the City of St. Louis Water Division as recorded in Deed Book 677, Page 477 of the St. Louis County Records; THENCE North 62 degrees 23 minutes 39 seconds West along the Northerly line of said Right-of-Way a distance of 457.01 feet; THENCE South 79 degrees 00 minutes 41 seconds West 337.71 feet to the POINT OF BEGINNING of the described easement; THENCE South 27 degrees 51 minutes 20 seconds East 104.5 feet to a point on the Southerly line of the aforementioned City of St. Louis Water Division Right-of-Way ; THENCE South 79 degrees 00 minutes 41 seconds West along the Southerly line of the said Right-of-Way 31.35 feet; THENCE North 27 degrees 51 minutes 20 seconds West 83.60 feet; THENCE South 79 degrees 00 minutes 41 seconds West 79.15 feet; THENCE North 10 degrees 59 minutes 19 seconds West 20.00 feet to a point on the Northerly line of the afore mentioned City of St. Louis Water Division Right-of-Way; THENCE North 79 degrees 00 minutes 41 seconds East along the Northerly line of said Right-of-Way a distance of 104.43 feet to the POINT OF BEGINNING.

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 for its approval, which approval shall not unreasonably be withheld.
3. 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.
4. The District will assume maintenance responsibility for the concrete storm sewer facility that runs North to South within said easement. The District shall take all precautions to prevent damage to the water conduits and their appurtenances or to any survey markers located in the above described property and, if damages occur, shall repair the City 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 and reconstruction of storm water facilities.
6. During construction, reconstruction, maintenance or repair of the storm water facilities, the District shall use only the lightest possible stat (non-vibrating) grading and compaction equipment over the water conduits.
7. 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.
8. The District shall not change the ground elevation or existing drainage pattern without making provision for adequate catch basins and sewers. All excess material not used for fill during construction shall be removed from the site..

- 9. The surface of any ground, disturbed within the easement that is disturbed during construction by the District or the City shall be graded smooth and shall be seeded and fertilized..
- 10. All fill material used on the easement shall be clean earth or granular limestone only. No rubble or debris shall be used.
- 11. 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 storm water facilities damaged by construction.
- 12. The District shall adhere to the U. S. Army Corps of Engineers, St. Louis District's

**MANUAL OF RECOMMENDED MAINTENANCE PRACTICE
CONTINUING AUTHORITIES PROGRAM SECTION 14 PROJECTS
City of St. Louis Water Division Water Lines
Prepared by the Engineering Division CEMVS-ED-DCC
March, 2001**

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 25, 2003