

# *St. Louis City Ordinance 63044*

FLOOR SUBSTITUTE

BOARD BILL NO. [93] 206

INTRODUCED BY ALDERMAN JO ANNE WAYNE

An Ordinance recommended by the Airport Commission and the Board of Public Service authorizing and directing the Mayor and the Comptroller to execute an Easement Agreement between the City of St. Louis and the St. Louis County Water Company relative to the construction, operation and maintenance of water lines and appurtenances on property owned by the City of St. Louis and located on Lambert St. Louis International Airport in St. Louis County, as herein described in Section One of this Ordinance, in order to accommodate construction required as a part of the Metro Link Light Rail Transit Project; and containing an emergency clause.

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

Section One. The Mayor and the Comptroller are hereby authorized and directed to execute an Easement Agreement between the City of St. Louis and the St. Louis County Water Company relative to the construction, operation and maintenance of water lines and appurtenances on property owned by the City of St. Louis and located on Lambert St. Louis International Airport in St. Louis County, in order to accommodate construction required as a part of the Metro Link Light Rail Transit Project, which Easement Agreement shall read in words and figures as follows:

EASEMENT AGREEMENT

ST. LOUIS COUNTY WATER COMPANY

The City of St. Louis, a municipal corporation of the State of Missouri (hereinafter referred to as "the City") acting through its Mayor and Comptroller, in consideration of the mutual agreements set forth herein, hereby grants to the St. Louis County Water Company, a Missouri corporation (hereinafter referred to as "the Utility") Two (2) Utility Easements which are described as follows:

Parcel 1:

An easement on a parcel of land in Section 9 and U. S. Surveys 656, 401, 168 and 2524, T.46N. R.6E. of the 5th P.M., City of Berkeley, St. Louis County, Missouri, and being more particularly described as follows:

Commencing at a point, said point located at the intersection of the Northerly right of way line of Interstate 70 and the Easterly right of way line of McDonnell Boulevard; thence along said Northerly right of way line of Interstate 70 along a curve with a radius of 1787.28 feet for a distance of 58.61 feet, the long chord of said curve being South 75 degrees, 23' 39" East 58.61 feet, the Easterly end of said curve located on the Easterly right of way line of Country Day Lane (abandoned); thence along said Easterly right of way line of Country Day Lane (abandoned) North 37 degrees, 37' 53" East a distance of 105.76 feet to a point, said point being the point of beginning; thence continuing along said Easterly right of way line of Country Day Lane (abandoned) North 37 degrees, 37' 53" east a distance of 19.03 feet; thence leaving said Easterly right of way line of Country Day Lane (abandoned) South 05 degrees, 49' 40" West a distance of 73.96 feet; thence South 69 degrees, 16' 12" East a distance of 217.19 feet; thence South 20 degrees, 43' 48" West a distance of 75.81 feet to a point, said point located on said Northerly right of way line of Interstate 70; thence along said Northerly right of way line of Interstate 70 North 67 degrees, 11' 20" West a distance of 10.01 feet; thence leaving said Northerly right of way line of Interstate 70 North 20 degrees, 43' 48" East a distance of 65.45 feet to a point; said point located on the Northerly easement line of Metro Link; thence along said Northerly easement line of Metro Link North 69 degrees, 16' 12" West a distance of 46.76 feet; thence continuing along said Northerly easement line of Metro Link along a curve with a radius of 2195.44 feet for a distance of 118.34 feet, the long chord of said curve being North 70 degrees, 48' 51" West 118.33 feet; thence continuing along said Northerly easement line of Metro Link along a curve with a radius of 1654.28 feet for a distance of 48.25 feet, the long chord of said curve being North 73 degrees, 11' 38" West 48.25 feet; thence leaving said Northerly easement line of Metro Link North 05 degrees, 49' 40" East a distance of 72.18 feet to the point of beginning, containing 0.0901 acres, more or less, as shown on "Exhibit A" attached hereto and made a part hereof,

Parcel 2:

An easement on a tract of land in U. S. Survey 168, Township 46 North, Range 6 East, St. Louis County, Missouri, said tract being more particularly described as follows:

Commencing at a point, said point being the point of beginning of the existing, adjacent easement as granted by the City of St. Louis to the St. Louis County Water Company, dated January 5, 1984, and recorded in Book 7608, Page 2408 of the St. Louis County Records, said point also being located in U. S. Survey 656 of the above township and range; thence along the Southerly line of the aforesaid existing easement for the following five courses and distances; North 55 degrees 53 minutes 53 seconds West, 1224.16 feet; along a curve to the left having a radius of 1675.02 feet and an arc distance of 121.23 feet; North 60 degrees 02 minutes 50 seconds West, 1.59 feet; along a curve to the right having a radius of 1606.02 feet and an arc distance of 55.92 feet; North 58 degrees 02 minutes 50 seconds West, 1518.13 feet; thence along the Easterly line of the aforesaid existing easement South 22 degrees 42 minutes 36 seconds West, 30.00 feet to the point of beginning of the proposed 10 foot wide easement; thence South 67 degrees 17 minutes 24 seconds East, 10.00 feet; thence South 22 degrees 42 minutes 36 seconds West, 60.00 feet; thence North 67 degrees 17 minutes 24 seconds West, 10.00 feet to the Easterly line of the aforesaid existing easement; thence along the Easterly line of said existing easement North 22 degrees 42 minutes 36 seconds East, 60.00 feet to the point of beginning, containing 600 sq. ft., more or less, as shown on "Exhibit B" attached hereto and made a part hereof, under the following terms and conditions:

1. Use. The Utility may use these easements only for the construction, operation and maintenance of water lines, pump station and appurtenances serving customers in St. Louis County.
2. Indemnification. Utility agrees to indemnify and save harmless the City, its Board of Aldermen, Airport Commission, officers, agents and employees from and against any and all loss of or damage to property of third persons, or injuries to, or death of, any person or persons, and from any negligent actions or negligent proceedings of any kind whatsoever, in any way resulting from, or arising out of the negligent acts and omissions of officers and employees of Utility arising out of this Agreement or the negligent use and occupancy of the Premises and the Airport; and Utility agrees to defend the City in any action or proceeding brought thereon. City agrees to give prompt notice of any claims. Utility shall have the right to defend, compromise, or settle to extent of Utility's interest.
3. Term. The term of this Easement Agreement shall begin on , 1993, and shall end only if and when and to the extent the Utility abandons its facilities within the Easement.

4. Restoration. Utility shall not change the existing ground elevation or drainage pattern. All surfaces shall be restored to their original conditions after completion of the initial or any subsequent construction or repairs. Utility shall reimburse private owners who lease airport land, for damages to tilled land, crops or other property.

5. Access. Utility has the right of free access to the easement for its employees and agents, together with the right to use additional space adjacent to the above described easement as may be required during the period of construction and maintenance. Utility will give City reasonable notice of its need to enter the easement for non emergency purposes.

6. Obstruction or Interference. The undersigned agree not to obstruct or interfere with the maintenance of such pipe line or lines, and any connections to the pipe line, by erecting or causing to be erected any building or structure on said easement.

7. Right Limited. No rights, except those specifically set out in Agreement are granted to the Utility. Executed this day of , 1993, on behalf of the City of St. Louis.

THE CITY OF ST. LOUIS

Mayor, City of St. Louis

APPROVED AS TO FORM: COUNTERSIGNED:

City Counselor,  
City of St. Louis

Comptroller,  
City of St. Louis

Register,  
City of St. Louis

STATE OF MISSOURI )

CITY OF ST. LOUIS ) ss. On this day of , 1993, before me appeared and , to me personally known, who being by me duly sworn, did say that they are the Mayor and Comptroller, respectively, of the City of St. Louis, a Municipal Corporation, and that the seal affixed to the foregoing

instrument is the corporate seal of the said municipal corporation and that said instrument was signed and sealed in behalf of said corporation pursuant to Ordinance Number , approved , 1993.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in the City of St. Louis, aforesaid, the day and year first above written.

Notary Public  
My commission expires:

Executed this day of , 1993, on behalf of the St. Louis County Water Company.

ST. LOUIS COUNTY WATER

John Ackerman  
Vice President Engineering

ATTEST:

STATE OF MISSOURI )

CITY OF ST. LOUIS ) ss. On this day of , 1993, before me appeared John Ackerman, to me personally known, who, being by me duly sworn did say that he is Vice President Engineering of St. Louis County Water Company, and that the seal affixed to the foregoing instrument is the corporate 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 John Ackerman 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 notarial seal in the County of St. Louis, Missouri, the day and year last above written.

Notary Public  
My commission expires:

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

**Legislative History**

<b>1ST READING</b>	<b>REF TO COMM</b>	<b>COMMITTEE</b>	<b>COMM SUB</b>	<b>COMM AMEND</b>
<b>10/15/93</b>	<b>10/15/93</b>	<b>T&amp;C</b>		
<b>2ND READING</b>	<b>FLOOR AMEND</b>	<b>FLOOR SUB</b>	<b>PERFECTN</b>	<b>PASSAGE</b>
<b>12/10/93</b>			<b>12/17/93</b>	<b>12/17/93</b>
<b>ORDINANCE</b>	<b>VETOED</b>		<b>VETO OVR</b>	
<b>63044</b>				