

# *St. Louis City Ordinance 63127*

FLOOR SUBSTITUTE

BOARD BILL NO. [93] 302

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.

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"), a Utility Easement which is described as follows:

An easement on a tract of land in U.S. Survey 656, Township 46 North, Range 6 East, St. Louis County, Missouri, said tract being more particularly described as follows.

Commencing at the intersection of the northerly right of way line of Interstate Highway 70 and the centerline of an existing 20 foot wide easement to St. Louis Water Company recorded in Book 7683, Page 1157 of the St. Louis County Records, thence along said easement centerline North 32 degrees 12 minutes 34 seconds East, 113.83 feet to the end of the 20 foot wide portion of the said existing easement and the beginning of the 10 foot wide portion; thence along the centerline of the 10 foot wide existing easement North 67 degrees 50 minutes 58 seconds East, 30.00 feet to the point of beginning of a proposed 20 foot wide permanent easement; thence along the centerline of the proposed 20 foot wide easement South 73 degrees 15 minutes 49 seconds East, 170.00 feet; thence continuing along the centerline of the proposed 20 foot wide easement North 15 degrees 33 minutes 47 seconds East, 135.00 feet to the centerline of the existing 10 foot wide easement recorded in Book 7683, Page 1157 of the St. Louis County Records and the point of ending of the proposed 20 foot wide easement, said tract containing 0.1466 acres or 6386 Sq. Ft., more or less, as shown on "Exhibit A" attached hereto and made a part hereof, under the following terms and conditions:

1. Use. The Utility may use this easement 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 , 1994, 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





**Legislative History**

<b>1ST READING</b>	<b>REF TO COMM</b>	<b>COMMITTEE</b>	<b>COMM SUB</b>	<b>COMM AMEND</b>
<b>02/18/94</b>	<b>02/18/94</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>03/04/94</b>			<b>03/11/94</b>	<b>03/18/94</b>
<b>ORDINANCE</b>	<b>VETOED</b>		<b>VETO OVR</b>	
<b>63127</b>				