

St. Louis City Ordinance 63903

FLOOR SUBSTITUTE

BOARD BILL NO. [96] 199

INTRODUCED BY ALDERMAN FRED WESSELS

AN ORDINANCE recommended by the Board of Public Service authorizing and directing the Mayor and the Comptroller of the City of St. Louis (herein called "City") to execute and deliver to the Metropolitan St. Louis Sewer District (herein called "M S D") its successors and assigns, an easement agreement for the vacated masonry water conduit of the Water Division (herein called "Water Division") located on the East side of Riverview Drive from the old Chain of Rocks Bridge South to the area known as Watkins Creek, located in land owned by the City of St. Louis.

WHEREAS, the City is the owner of a strip of real property located in the City of St. Louis in which the M S D presently has a sanitary sewer pipe installed within said masonry conduit and is desirous of access for maintenance and refurbishing this sewer pipe and associated facilities, and

WHEREAS, it is deemed to be in the public interest to permit the use of said conduit located in said property owned by the City, and

WHEREAS, the City is willing to grant an easement as described in EXHIBIT 1 to the M S D.

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 Water Division, are hereby authorized and directed to execute and deliver to the St. Louis Metropolitan Sewer District, its successors and assigns, the easement, as described in Exhibit 1 of the Ordinance, located in the City of St. Louis.

SECTION TWO. This being an Ordinance relating to a public work and improvement and to provide for the preservation of the public health, it is hereby declare to be an emergency measure as defined by Article IV, Section 20 of the City Charter, and shall become effective immediately upon its passage and approval by the Mayor.

EXHIBIT 1

EASEMENT AGREEMENT

FOR SANITARY SEWER

THIS AGREEMENT is made and entered into this ____ day of _____, 1996 by and between the City of St. Louis, Missouri, a municipal corporation of the State of Missouri, (hereinafter called "City"), and the St. Louis Metropolitan Sewer District, a municipal corporation of the State of Missouri, (hereinafter called "MSD").

This easement pertains to a portion of the City of St. Louis Water Division Chain of Rocks Plant Property and the Water Division Right of Way located on the East side of Riverview Drive.

This track of variable width being part of Lots 4, 5, 6, 7, 8, and 9 of St. Cyr Partition of U. S. Survey 3 and parts of U. S. Surveys 1957, 1829, 162, 402, and 115, being part of Outlots 115, 116 and City Block 4316 of the City of St. Louis, Missouri, and being more particularly described as follows:

Beginning at the intersection of the Eastern line of a Road fifty (50') foot in width as dedicated to public use by Ordinance Number 39696, recorded in Plat Book 25, Page 1 of the City of St. Louis Recorder of Deeds Office with the Southeastern right-of-way line of Riverview Drive as recorded in Survey Record Book 905, Pages 4 through 15 of said Recorder's Office, variable in width from one hundred (100) feet to sixty (60'): THENCE along said Southeastern right-of-way line of the following courses and distances; North 50 Degrees 40 Minutes 24 Seconds East, 2562.97 Feet to a point; THENCE North 57 Degrees 38 Minutes 53 Seconds East, 373.25 Feet to a point; THENCE North 52 Degrees 56 Minutes 53 Seconds East, 374.00 Feet to a point; THENCE North 45 Degrees 46 Minutes 53 Seconds East, 1196.88 Feet to a point; THENCE North 44 Degrees 41 Minutes 08 Seconds East, 1090.82 Feet to a point; THENCE North 41 Degrees 19 Minutes 08 Seconds East 4298.47 Feet to a point; THENCE North 32 Degrees 42 Minutes 38 Seconds East, 1021.39 Feet to a point; THENCE North 39 Degrees 49 Minutes 28 Seconds East. 1366.28 Feet to a point: THENCE North 36 Degrees 42 Minutes 08 Seconds East, 1130.57 Feet to a point; THENCE North 34 Degrees 35 Minutes 36 Seconds East, 829.77 Feet to a point; THENCE North 30 Degrees 02 Minutes 36 Seconds East, 1195.94 Feet to a point; THENCE North 22 Degrees 13 Minutes 08 Seconds East, 335.12 Feet to a point; THENCE North 15 Degrees 11 Minutes 38 Seconds East, 514.35 Feet to a point of curvature; THENCE leaving said Southeastern right-of-way line, Northeastwardly along a

curve to the right having a radial bearing South 63 Degrees 07 Minutes 51 Seconds East, with a radius of 435 Feet, an arc distance of 40.43 Feet to a point of tangency; THENCE along the line of tangency, North 32 Degrees 11 Minutes 38 Seconds East, 59.26 Feet to the Southern line of U. S. Survey 114; THENCE along said Southern line, South 82 Degrees 50 Minutes 22 Seconds East, 33.11 Feet to the Southeastern line of the herein described strip of land; THENCE along said Southeastern line the following courses and distances: South 32 Degrees 11 Minutes 38 Seconds West, 73.27 Feet to a point of curvature; THENCE Southeastwardly along a curve to the left with a radius of 405 Feet, an arc distance of 80.10 Feet to a point of non-tangency having a radial bearing South 69 Degrees 08 Minutes 17 Seconds East; THENCE continuing along said Southeastern line South 74 Degrees 48 Minutes 22 Seconds East, 27.02 Feet to a point; THENCE South 15 Degrees 11 Minutes 38 Seconds West, 50.00 Feet to a point; THENCE North 74 Degrees 48 Minutes 22 Seconds West, 30.00 Feet to a point on a line being 20 Feet Eastwardly from and parallel to the aforementioned Southeastern right-of-way line of Riverview Drive; THENCE along said parallel line the following courses and distances: South 15 Degrees 11 Minutes 38 Seconds West, 417.55 Feet to a point; THENCE South 22 Degrees 13 Minutes 08 Seconds West, 337.72 Feet to a point; THENCE South 30 Degrees 02 Minutes 36 Seconds West, 602.58 Feet to a point of curvature; THENCE leaving said parallel line and continuing along the aforementioned Southeastern line of the herein described strip of land Southeastwardly along a curve to the left with a radius of 185 Feet, an arc distance 58.60 Feet to a point of tangency; THENCE continuing along said Southeastern line, South 11 Degrees 53 Minutes 36 Seconds West, 106.76 Feet to a point of curvature; THENCE Southwestwardly along a curve to the right with a radius of 215 Feet, an arc distance of 88.15 Feet; THENCE continuing along said Southeastern line, South 35 Degrees 24 Minutes 06 Seconds West, 2261.12 Feet to a point; South 40 Degrees 23 minutes 28 Seconds West, 207.15 Feet to a point of curvature; THENCE Southwestwardly along a curve to the right with a radius of 215 Feet, an arc distance of 92.69 Feet to a point of reverse curvature, THENCE Southeastwardly along a curve to the left with a radius of 135 Feet, an arc distance of 22.68 Feet to a point of non-tangency on a line being 20 Feet Eastwardly from and parallel to the aforementioned Southeastern right-of-way line of Riverview Drive; having a radial bearing South 34 Degrees 32 Minutes 00 Seconds East; THENCE along said parallel line the following courses and distances; South 39 Degrees 49 Minutes 28 Seconds West, 1104.56 Feet to a point, South 32 Degrees 42 Minutes 38 Seconds West, 1021.65 Feet to a point, THENCE South 41 Degrees 19 Minutes 08 Seconds West, 4300.56 Feet to a point; THENCE South 44 Degrees 41 Minutes 08 Seconds West, 1091.60 Feet to a point; THENCE South 45 Degrees

46 Minutes 53 Seconds West, 1198.12 Feet to a point; THENCE South 52 Degrees 56 Minutes 53 Seconds West, 376.07 Feet to a point; THENCE South 57 Degrees 38 Minute 53 Seconds West, 84.41 Feet to a point; THENCE leaving said parallel line South 50 Degrees 40 Minutes 24 Seconds West, 285.06 Feet to a point on a line being 55 Feet from and parallel to the aforementioned Southeastern right-of-way line of Riverview Drive; THENCE along said parallel line, South 50 Degrees 40 Minutes 24 Seconds West, 2596.29 Feet to the Eastern line of the aforementioned Road Fifty (50') Foot in width as dedicated to public use; THENCE along said Eastern line, North 08 Degrees 07 Minutes 36 Seconds West, 64.30 Feet to the POINT OF BEGINNING.

The above described strip of land is variable in width from a minimum of 20 (20') Feet to a maximum width of Seventy Five (75') Feet, more or less as illustrated in "Exhibit A".

For and in consideration of the premises and the mutual covenants contained herein, and in consideration of the faithful performance by the parties of the mutual covenants and agreements hereinafter set forth, and in consideration of other good and valuable consideration, the sufficiency of which is hereby acknowledged, City of St. Louis and Metropolitan St. Louis Sewer District do hereby covenant, promise, and agree subject to the following conditions:

1. This easement is hereby granted by the City and accepted by M S D, a municipal corporation of the State of Missouri, 2000 Hampton Avenue, St. Louis, Missouri, 63139-2079, its successors and assigns, upon the distinct and expressed understanding and condition that the City, its successors and assigns shall not in any manner whatsoever, either by law or in equity, be liable for any loss of life or injury that may be suffered or sustained by any person or persons, or for any loss or damage to any property, during the duration of this easement, and resulting from the use and occupancy of said Water Division property by the M S D, its employees, officials, agents, licensees and invitees. The M S D agrees to require any contractor, or contractors, engaged in the performance of any work within the aforementioned property to indemnify the City against all claims or demands arising from, or growing out of the injury to, or death of, any person, or persons, or damage to, or destruction of any property of any person or persons whomsoever, arising from, or growing out of any and all work performed by the M S D or their contractor or contractors. The City of St. Louis shall be named as an additional insured on all insurance policies within the aforementioned property.

2. This easement pertains, in part, to City of St. Louis Water Division Chain of Rocks property enclosed by perimeter fencing. This property is considered to be a restricted area subject to controlled access. The M S D and their designated agents shall observe security access requirements, work rules and HAZMAT/Safety Training as may be established by the City from time to time.

3. Each and every maintenance, rehabilitation and repair program by the M S D shall be considered as a separate event. Each event shall be documented by detailed plans and specifications. Any and all work performed by M S D or their designated agents shall be separate from City facilities. No City apparatus or facility shall be utilized in conjunction with any work by M S D. Any persons or legal entity intending to construct any facilities within, over, or upon the herein described real property shall first submit such detailed plans and specifications to the City's Board of Public Service and the Water Division, for their approval, such approval shall not unreasonably be withheld.

4. If the City intends to construct or reconstruct any facilities within or upon the above described real property, the City shall give M S D ample notice and an opportunity to review and comment on the detailed plans and specification. During any construction and/or repair program; of existing facilities, the City shall determine what precautions are to be taken to avoid damage to the facilities of M S D; the City, however, shall not be held liable for any damages that may occur. The City will backfill paved areas to grade with granular backfill.

5. M S D shall have the right, subject to the above Condition Number 2 and the plan approved by the Board of Public Service and the Water Division, to enter upon the property to maintain, rehabilitate and repair their fifty-four inch (54") diameter sanitary sewer within the herein described real property. M S D will take all necessary precautions to prevent damage to the water mains and their appurtenances, or to any survey markers which are in the vicinity of the herein described real property. Should M S D disturb the protective coating on any of the water mains, or damage the water mains in any manner whatsoever, M S D shall repair the mains and/or coating to the City of St. Louis Water Division specifications. Should any survey markers be damaged or destroyed, they shall be reset by Water Division Personnel, at the expense of the Metropolitan St. Louis Sewer District.

6. No use, other than to maintain, rehabilitate and repair the fifty-four inch (54") diameter sanitary sewer, as set forth in the approved detailed plans and specification for each event, on file in the Office of the Board of Public Service, shall be made of this easement.

7. During any repair of the sanitary sewer, M S D shall construct an earthen berm on the east side of the sanitary sewer. This berm shall be of sufficient height to direct any drainage and/or flow away from the Water Division clear water basins. This berm shall be of sufficient length as deemed necessary by the Water Division to prevent contamination of the settling basins due to failure of the sanitary sewer. This structure shall be constructed of clean earth. Compaction of material shall be such so as to prevent erosion due to rain or rupture of the sanitary sewer line. M S D shall provide all other measures deemed necessary by the Water Division to prevent contamination of the settling basins due to failure of the sanitary sewer.

8. M S D shall not commit any act which would cause the temporary interruption of water transmission by the City of St. Louis without permission from the Water Commissioner and/or Purification Section of the Water Division of said City. Furthermore, M S D shall repair any and all damage done to the property of the City of St. Louis, including all water mains and appurtenances of the City, during any maintenance, rehabilitation or repair program.

9. M S D shall not change the ground elevation or existing drainage patterns without making provisions for adequate catch basins and sewers. All excess material not used in fill during construction shall be moved.

10. The surface of any ground disturbed along Water Division property shall be left smooth and neat and not require fine grading for mowing. After grading, disturbed areas shall be seeded and fertilized as required. It is possible that, due to the time of the year, winter conditions may prohibit adequate growth in the disturbed areas. Should this situation be true, M S D shall reseed barren areas at the start of the spring growing season.

11. All fill material to be used on Water Division property shall only be clean earth or granular limestone. No rubble or debris shall be used.

12. The City reserves the right to use the aforementioned property for future open cut crossing by City facilities in the ground area below the surface area in question.

13. The City reserves the right to repair and maintain the present water mains located in the herein described property. During any repair or maintenance work on the water mains or appurtenances, the City shall not be held liable for any damage to the facilities of M S D. This includes the fifty-four inch (54") diameter sanitary sewer located within the easement area.

14. M S D shall give the Water Division at least forty-eight (48) hours notice before any work on each event begins in the aforementioned property in order that the Water Division may have a representative present to insure that facilities are not damaged.

15. Any manholes or appurtenances affected by any maintenance, rehabilitation and/or repair event shall be set to proper grade by M S D. The City reserves the right of approval of the method for raising frames and covers to grade. Future adjustments to manholes or appurtenances caused by a change in elevation of the surface area of the aforementioned property shall be done, and cost borne, by the persons or agencies causing such change.

16. All work performed in conjunction with this easement shall conform to these "General Conditions".

17. In the event that the easement provided for herein shall be abandon by M S D, or if M S D ceases to use and maintain the Subject Property for the purpose of this Easement, or M S D shall fail to comply with any term or provision of this instrument, the easement shall cease to exist and all such rights shall revert back to the City of St. Louis.

IN WITNESS WHEREOF, City of St. Louis and Metropolitan St. Louis Sewer District have caused these presents to be executed and delivered as of the date first above written.

THE CITY OF ST. LOUIS METROPOLITAN ST. LOUIS SEWER DISTRICT

BY: _____
BY: _____
MAYOR

COMPTROLLER

Approved as to form:

CITY COUNSELOR

Attest:

REGISTER

Legislative History					
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND	VOTE
09/20/96	09/20/96	PU			
2ND READING	FLOOR AMEND	FLOOR SUB	VOTE	PERFECTN	PASSAGE
11/01/96				11/08/96	111/08/96
ORDINANCE	VETOED		VETO OVR		EFFECTIVE
63903					