

## *St. Louis City Ordinance 64329*

FLOOR SUBSTITUTE

BOARD BILL NO. [97] 367

INTRODUCED BY ALDERMAN NANCY WEBER

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 Union Electric Company d/b/a AmerenUE (herein called "Ameren"), its successors and assigns, a Transmission Easement Agreement for a strip of land between Creve Coeur Mill Road and approximately 200 feet West of River Valley Drive, located on the North side of the City of St. Louis Water Division R O W (herein called "Water Division") owned by the City of St. Louis and located in St. Louis County.

WHEREAS, the City is the owner of a strip of real property located in the City of St. Louis in which Ameren is interested erecting a line of power poles to carry electrical energy to sub-stations in St. Charles County along with the right of ingress and egress for construction and maintenance, and

WHEREAS, it is deemed to be in the public interest to permit the extension of such power lines across the property owned by the City, and

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

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 AmerenUE Company, its successors and assigns, the easement, as described in Exhibit 1 of the Ordinance, located in St. Louis County.

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 declared 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

## TRANSMISSION EASEMENT AGREEMENT

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_ 1998, by and between the CITY OF ST. LOUIS (City), a Charter City under the laws of the State of Missouri, its successors, and assigns, hereinafter referred to as Grantor or City, whether one or more and whether an individual, individuals, or a corporation, and UNION ELECTRIC COMPANY d/b/a AmerenUE (Ameren), 1901 Chouteau Avenue, St. Louis, Missouri a Missouri Corporation, its successors, and assigns, hereinafter referred to as Grantee or Ameren.

The City, under authority granted by Ordinance Number \_\_\_\_\_ approved on \_\_\_\_\_, 1998, for and in consideration of the sum of Twenty Three Thousand Dollars (\$23,000) paid to the City of St. Louis Water Division, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, subject to termination rights, bargain, sell, convey, and confirm unto the Grantee the right and easement fifteen feet (15') in width measured at ground level, the North boundary line being the North property line of the St. Louis Water Division Right of Way, and increasing to thirty feet (30') of air space to the South, above the forty foot (40') level as shown in Exhibit "A1", attached hereto and made a part hereof, for the purpose to accommodate the City and the guidelines of the 1997 National Electrical Safety Code C2 and extending from Creve Coeur Mill Road to River Valley Drive, a distance of approximately thirty-one hundred feet (3,100); on, along, over, and across the lands of Grantor situated in St. Louis County, Missouri, more particularly described in Exhibits "A2" attached hereto, made a part hereof and subject to the following conditions.

1. This easement is hereby granted by the City, and accepted by Ameren 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 Ameren, its employees, officials, agents, licensees and invitees. The Ameren 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 Ameren 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. If the City intends to construct or reconstruct any facilities within or upon the above described real property, the City shall give Ameren ample notice and an opportunity to review and comment on the detailed plans and specifications. During any construction and/or repair program of existing facilities, the City and Ameren shall determine what precautions are to be taken to avoid damage to the facilities of Ameren; 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.

3. Ameren shall have the right, subject to the plan approved by the Board of Public Service and the Water Division, to enter upon the property to maintain, rehabilitate and repair their facilities within the herein described real property. Ameren 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 Ameren disturb the protective coating on any of the water mains, or damage the water mains in any manner whatsoever, Ameren 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 Ameren.

4. No use, other than to maintain, rehabilitate and repair the electrical transmission line facilities as set forth in the approved detailed plans and specifications, on file in the Office of the Board of Public Service, shall be made of this easement.

5. Ameren 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 of said City. Furthermore, Ameren 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 Ameren maintenance, rehabilitation or repair program.

6. Ameren 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 removed from the site.

7. 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, Ameren shall reseed barren areas at the start of the spring growing season.

8. 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.

9. 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.

10. 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 Ameren.

11. Except in the case of an emergency, Ameren 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.

12. Any manholes or appurtenances affected by any maintenance, rehabilitation and/or repair event shall be set to proper grade by Ameren. 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.

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

14. Due to the close proximity of St. Louis County Water Company's Twenty Foot (20') easement for their thirty six inch (36") water main (granted by the City through B P S Permit No. 37967, dated June 19,1952), and since this easement overlaps the County Water Company's Easement, this easement will be granted ONLY upon written approval of St. Louis County Water Company.

15. In the event that the easement provided for herein shall be abandon by Ameren, or if Ameren ceases to use and maintain the Subject Property for the purpose of this Easement, or Ameren 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. Ameren shall be responsible for removal of all Ameren facilities and restoration of the ground surfaces.

Together with the right, permission, privilege, and authority in Grantee to survey, stake, construct, reconstruct, erect, place, keep, operate, maintain, inspect, patrol, at any time, and from time to time, in, on, upon, along, over, and across the herein described easement a line of towers, and appurtenances, crossarms, wires, cables, transformers, anchors, guy wires, foundations, footings and any other appurtenances for the purpose of transmitting electric energy and Ameren's telecommunications along said lines (providing plans are submitted to the Grantor and approved before the start of construction, "as constructed" drawings to be supplied after construction is complete), to trim, cut, clear or remove, at any time, and from time to time, from said easement or the premises of the Grantor adjoining the same on either side trees and brush which, in the judgement of the Grantee, may endanger the safety of, or interference with, the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspecting, patrolling, addition to and relocation of Grantee's facilities; and the right of controlled ingress and egress to, from, and over the herein described easement and any of the adjoining lands of the Grantor, with permission, at any and all times for doing anything necessary or convenient in the rights herein granted; also the privilege of removing at Grantee's option at any time, any or all of Ameren's improvements erected in, on, upon, and over the herein described easement.

The Grantor warrants and covenants unto Ameren that, subject to liens and encumbrances of record at the date of this easement, it is the owner of the above described land and has full right and authority validly to grant this easement, and that Grantee may quietly enjoy the premises.

This easement conveyance shall run as long as it is being used for the specifically stated purpose for this easement except that the City shall retain the right of withdrawal and termination of said easement if an unforeseen emergency would arise that could be hazardous and a danger to the City of St. Louis water supply or if use of said easement would be deemed essential to the continuous operation of the City water system. This easement shall be binding upon the parties hereto, their heirs, successors, executors, administrators and assigns.

TO HAVE AND TO HOLD the easement aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anyway appertaining unto said Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal as of the day and year first written above written.

THE CITY OF ST. LOUIS

BY: \_\_\_\_\_  
MAYOR

Ameren Services Company, as Agent for AmerenUE  
\_\_\_\_\_

COMPTROLLER ATTEST:

UNION ELECTRIC COMPANY D/B/A AmerenUE  
BY: \_\_\_\_\_  
Michael J. Montana, Vice President

Approved as to form: \_\_\_\_\_  
Assistant Secretary,

Ameren Services Company  
\_\_\_\_\_

CITY COUNSELOR

ATTEST:

ATTEST:

\_\_\_\_\_  
Assistant Secretary,

REGISTER

Union Electric Company d/b/a AmerenUE

| Legislative History |                |           |             |               |
|---------------------|----------------|-----------|-------------|---------------|
| 1ST READING         | REF TO<br>COMM | COMMITTEE | COMM<br>SUB | COMM<br>AMEND |

|                        |                        |                  |                 |                 |
|------------------------|------------------------|------------------|-----------------|-----------------|
| <b>02/27/98</b>        | <b>02/27/98</b>        | <b>PU</b>        |                 |                 |
| <b>2ND<br/>READING</b> | <b>FLOOR<br/>AMEND</b> | <b>FLOOR SUB</b> | <b>PERFECTN</b> | <b>PASSAGE</b>  |
| <b>03/06/98</b>        |                        |                  | <b>03/13/98</b> | <b>03/13/98</b> |
| <b>ORDINANCE</b>       | <b>VETOED</b>          |                  | <b>VETO OVR</b> |                 |
| <b>64329</b>           |                        |                  |                 |                 |