

St. Louis City Ordinance 64902

FLOOR SUBSTITUTE

BOARD BILL NO. [99] 295

INTRODUCED BY ALDERMAN TERRY KENNEDY

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 the **City**) to execute and deliver to Southwestern Bell Telephone Company, St. Louis, Missouri, (herein after called Southwestern Bell) its successors and assigns, an easement agreement for use of City of St. Louis Water Division (herein after called the **City**) property along the West Side of Old Bonhomme Road and South of Olive Street Road located on the East side of City Water Division Property known as the Stacy Park Reservoir, said property located in St. Louis County.

WHEREAS, the City is the owner of a piece of real property located in the County of St. Louis on which Southwestern Bell would like to construct a new interconnection facility, and

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

WHEREAS, the City is willing to grant an easement , as described in Exhibit A, to Southwestern Bell Telephone Company.

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 authorized and directed to execute and deliver to Southwestern Bell, its successors and assigns, the easement as described in Exhibit A of this Ordinance, located in the County 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 declared to be an emergency measured 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 A

SOUTHWESTERN BELL TELEPHONE COMPANY CASE 231M97

EASEMENT AGREEMENT FOR FACILITIES

THIS EASEMENT is entered into this _____ day of February, 2000 by and between the CITY OF ST. LOUIS WATER DIVISION (hereinafter referred to as Grantor or City), and SOUTHWESTERN BELL TELEPHONE COMPANY (hereinafter referred to as Grantee or Southwestern Bell).

The City, under the authority granted by ordinance Number _____ approved on the ____ day of February, 2000, in consideration for the sum of \$1.00 per square foot or a total sum of \$250.00 and other valuable considerations, receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the GRANTEE, its associated and allied companies, its and their respective successors, assigns and licensees, an easement to construct, operate, maintain, inspect, replace and remove underground telecommunications systems and lines, and all appurtenances thereto, as may be required by grantee from time to time, upon, over and under a strip of land (SEE EXHIBIT A) across grantor's land situated in County of St. Louis, State of Missouri, and described as follows and subject to the following conditions.

GENERAL CONDITIONS

This easement pertains to a ten foot (10) by twenty-five (25) foot portion of the City of St. Louis Stacy Park as described as:

PART OF A PARCEL OF GROUND IN THE NORTHWEST QUARTER OF SECTION SIX (6), TOWNSHIP FORTY-FIVE (45), RANGE SIX (6) EAST IN ST. LOUIS COUNTY, MISSOURI AND EVIDENCED BY A GENERAL WARRANTY DEED RECORDED IN BOOK 512 PAGE 365 OF THE ST. LOUIS COUNTY RECORDER OF DEEDS.

All work authorized shall be confined to the area as previously indicated.

1. This easement is hereby granted by the City, and accepted by the Applicant, SOUTHWESTERN BELL TELEPHONE COMPANY, upon the distinct and expressed understanding and condition that the City, its successors and assigns shall not be in any manner whatsoever, either by law or in equity, 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 agreement

and resulting from the use and occupancy of said property by the Applicant, its employees, officials, agents, licensees and invitees.

2. The Grantee, 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 damage to, or destruction of property of any person or persons whomsoever, arising from or growing out of work to be performed by the Grantee or their contractor or contractors.

3. The Grantee shall file a certificate of insurance with the Board of Public Service demonstrating Bodily Injury Insurance has been obtained for the duration of this agreement. The limits of this insurance shall not be less than \$100,000.00 for a single injury and \$1,000,000.00 for multiple injuries. Property damage shall not be less than \$5,000.00 for one accident and \$50,000.00 in the aggregate. The City of St. Louis Water Division shall be named as the insured. The minimum amounts of coverage required for Liability Insurance as set out herein shall not be construed to limit the liability of the Grantee.

4. If the City intends to construct any facilities within or upon the herein described real property, the City shall give the Grantee 60 day notice and an opportunity to review and comment on the detailed plans and specifications. During any construction program or repair of existing facilities, the City shall determine what precautions are to be taken to avoid damage to the facilities of the Grantee; the City, however, shall not be held liable for any damages that might occur. This easement shall terminate and be null and void if grantor requires the use of the property for any reason whatsoever.

5. The Grantee, SOUTHWESTERN BELL TELEPHONE COMPANY, shall have the right, subject to conditions, herein, and the attached site plan approved by the Board of Public Service, to perform the herein described work on the City of St. Louis Water Division property.

6. The Grantee shall take all necessary precautions to prevent damage to the underground utilities within the vicinity, and/or to any survey markers which are in the vicinity of the herein described real property. Should the Grantee damage any such utilities in any way, the Grantee shall repair such damage according to the City Water Division's instructions as soon as practicable.

7. The Grantee shall insure that ingress and egress shall not be impeded at any time.

8. No other construction shall be performed by grantee, other than that as detailed on the approved plans on file in the office of the City of St. Louis Water Division, and filed with the Board of Public Service of the City of St. Louis.

9. The Grantee hereby acknowledges and understands that there are no comfort stations located in the subject area. The Grantee shall make arrangements and provide at least one (1) portable sanitary convenience during any construction period. The Grantee shall also provide for sufficient trash containers to serve their employees and staff. The Grantee shall be responsible for the disposal/removal of these services.

10. THE GRANTEE SHALL INSURE THAT THEIR EMPLOYEES AND REPRESENTATIVES UTILIZE THE AFOREMENTIONED CONVENIENCES AND SERVICE. WATER DIVISION PERSONNEL SHALL BE THE JUDGE OF SATISFACTORY REMOVAL OF ALL DEBRIS AND LITTER. IF, IN THEIR OPINION, SUCH REMOVAL HAS NOT BEEN SATISFACTORY, FUTURE REQUESTS FOR USE OF WATER DIVISION PROPERTY WILL BE DENIED.

11. The Grantee shall not do any act which would cause the temporary interruption of the water transmission by the City Water Division without permission from the appropriate authority. Furthermore, the Grantee shall repair any and all damage done, to the property of the City of St. Louis Water Division, during the construction authorized by this easement.

12. The Grantee shall not change the ground elevation or existing drainage pattern without making provision for adequate catch basins or sewers, and all excess material not used in fill during the authorized construction shall be removed.

13. The surface of any ground disturbed along the City Water Division property shall be left smooth and neat and not require fine grading for mowing. After grading, disturbed areas shall be seeded, fertilized and strawed as required. The Water Division shall not provide any grounds improvements other than routine mowing.

14. All material used on the Water Division property shall be clean earth or granular limestone only. No rubble or debris shall be used.

15. The City reserves the right to use the subject property for any purpose.

16. The City reserves the right to repair and maintain all water mains and related facilities located in the herein described property. During any repair or maintenance work of the above listed items, and on existing or future mains, the City shall not be held liable for any damages to the facilities of the Grantee.

17. The Grantee shall give the Water Division at least forty-eight (48) hours notice before any work begins on the subject property, in order that the Water Division may have a representative present to insure that existing facilities are not damaged.

TO HAVE AND TO HOLD same, with all rights and appurtenances to the same belonging, unto Grantee, its successors, assigns and licensees, until the use of the easement is relinquished or abandoned for a period exceeding 365 days, at which time the easement will cease to exist, or as otherwise terminated.

GRANTEE, its successors, assigns and licensees, shall repair and restore the property and pay for damage to other property following construction and maintenance work. Further, Grantor reserves the right to use and enjoy their interests in the easement area insofar as the exercise thereof does not endanger or interfere with the construction, operation maintenance of said systems and lines.

GRANTOR warrants that they are the owners of the land here conveyed and have the right to make this conveyance and receive the payment, therefore, and Grantors covenant that Grantee. Its successor, assigns and licensees, may quietly enjoy the premises for the use herein stated. Grantor agrees to hold Grantee harmless from liability arising from such undisclosed hazards.

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

THE CITY OF ST. LOUIS

BY: _____

CLARENCE HARMON
MAYOR

DARLENE GREEN
COMPTROLLER

SOUTHWESTERN BELL TELEPHONE COMPANY

BY: _____

SANDRA J. KOESTERER, DIRECTOR

ENGINEERING CONSTRUCTION

Approved as to form:

CITY COUNSELOR

ATTEST:

REGISTER

Legislative History				
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND
02/11/00	02/11/00	PU		
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE
03/03/00			03/10/00	03/17/00
ORDINANCE	VETOED		VETO OVR	