

1 An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis to
2 execute a Missouri Highways And Transportation Commission Easement For Highway Purposes to
3 the State of Missouri, acting by and through the Missouri Highways and Transportation Commission,
4 for certain City-owned property located in City Blocks 236 and 237, which property is described
5 as a permanent aerial easement for the construction and maintenance of Interstate Highway 70 across
6 a tract of land, and containing 38,672 square feet, more or less, upon receipt of and in consideration
7 of the sum of Seventy-Nine Thousand Nine Hundred Dollars (\$79,900.00), and containing an
8 emergency clause.

9 **BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

10 **SECTION ONE.** The Mayor and Comptroller are hereby authorized and directed to execute, the
11 Missouri Highways And Transportation Commission Escrow Agreement, in substantially the form
12 as attached hereto as **Exhibit A** and incorporated by reference herein, with the State of Missouri,
13 acting by and through the Missouri Highways and Transportation Commission, for certain City-
14 owned property located in City Blocks 236 and 237, which property is described as a permanent
15 aerial easement for the construction and maintenance of Interstate Highway 70 across a tract of land,
16 and which is more fully described in said **Exhibit A**.

17 **SECTION TWO.** The Mayor and Comptroller are hereby authorized and directed to execute, upon
18 receipt of, and in consideration of, the sum of Seventy-Nine Thousand Nine Hundred Dollars
19 (\$79,900.00), and other good and valuable consideration, and after satisfaction of all the terms and
20 conditions of the Missouri Highways And Transportation Commission Escrow Agreement, the
21 Missouri Highways And Transportation Commission Easement For Highway Purposes, attached

Date: June 12, 2009

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Board Bill # 92 CS

Sponsor: Alderwoman April Ford Griffin

1 hereto as **Exhibit B** and incorporated by reference herein, to grant, bargain and sell, convey and
2 confirm unto the State of Missouri, acting by and through the Missouri Highways and Transportation
3 Commission, certain City-owned property located in City Blocks 236 and 237, which property is
4 described as a permanent aerial easement for the construction and maintenance of Interstate Highway
5 70 across a tract of land, and which is more fully described in said **Exhibit B**.

6 **SECTION THREE.** Emergency Clause. This ordinance, being necessary for the immediate
7 preservation of public peace, health, safety, and general welfare, shall be and is hereby declared to
8 be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of
9 the City of St. Louis and, as such, this ordinance shall take effect immediately upon its passage and
10 approval by the Mayor.

67.83 feet Northwesterly of and at a right angle to said centerline Station 78+27.06, BEING THE POINT OF BEGINNING; thence Southwesterly to a point 67.83 feet Northwesterly of and at a right angle to centerline Station 75+39.29; thence Southerly to a point 67.83 feet Southeasterly of and at a right angle to centerline Station 75+24.31; thence Northeasterly to a point 67.83 feet Southeasterly of and at a right angle to centerline Station 78+06.64; thence Northerly to the point of BEGINNING, and containing 38,672 square feet, more or less.

Access across Grantor's property to and from the above listed parcel for right of way (aerial easement for viaduct, piers and bents) shall be available to the Missouri Highway and Transportation Department at all times, for maintenance purposes.

The Grantor, its successors and assigns, hereby conveys and relinquishes all rights of direct access to the bridge structure constructed within the aerial easement or any highway which may be maintained upon the above described tract.

Also, a temporary construction easement in part of City Block Number 236 and 237, St. Louis City, Missouri, being more particularly described in the following two tracts:

TRACT NO. 1: A tract of land COMMENCING at a point on the centerline of Interstate Highway 70 at P.T. Station 65+58.46; thence North 62 degrees 38 minutes 07 seconds East for a distance of 480.73 feet to centerline P.C. Station 70+39.19; thence Northeasterly along the arc of a curve to the right having a radius of 1,892.60 for a distance of 202.16 feet to centerline Station 72+41.35; thence North 68 degrees 45 minutes 20 seconds East for a distance of 589.47 feet to centerline Station 78+30.82; thence Northwesterly to a point 92.83 feet Northwesterly of and at a right angle to said centerline Station 78+30.82, BEING THE POINT OF BEGINNING; thence Southwesterly to a point 92.83 feet Northwesterly of and at a right angle to centerline Station 75+42.06; thence Southerly to a point 67.83 feet Northwesterly of and at a right angle to centerline Station 75+39.29; thence Northeasterly to a point 67.83 feet Northwesterly of and at a right angle to centerline Station 78+27.06; thence Northerly to the point of BEGINNING.

TRACT NO. 2: A tract of land COMMENCING at a point on the centerline of Interstate Highway 70 at P.T. Station 65+58.46; thence North 62 degrees 38 minutes 07 seconds East for a distance of 480.73 feet to centerline P.C. Station 70+39.19; thence Northeasterly along the arc of a curve to the right having a radius of 1,892.60 for a distance of 202.16 feet to centerline Station 72+41.35; thence North 68 degrees 45 minutes 20 seconds East for a distance of 565.29 feet to centerline Station 78+06.64; thence Southeasterly to a point 67.83 feet Southeasterly of and at a right angle to said centerline Station 78+06.64, BEING THE POINT OF BEGINNING; thence Southwesterly to a point 67.83 feet Southeasterly of and at a right angle to centerline Station 75+24.31; thence Southerly to a point 92.83 feet Southeasterly of and at a right angle to centerline Station 75+21.49; thence Northeasterly to a point 92.83 feet Southeasterly of and at a right angle to centerline Station 78+02.88; thence Northerly to the point of BEGINNING. Any structure constructed within this aerial easement shall provide, at least, forty (40) feet of vertical clearance from the existing ground level to the lowest point of such structure

The above two described tracts contain 14,262 square feet, more or less.

Upon completion and acceptance of the project, the temporary easement rights in the last-described tracts shall cease and be no longer in effect.

WHEREAS, the Commission has agreed with the Owner to purchase said property; and

WHEREAS, the Owner are agreeable to conveying said property to Commission.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations in this Agreement, the parties agree as follows:

1. CONSIDERATION: The consideration for the conveyance is _____
SEVENTY NINE THOUSAND NINE HUNDRED AND NO/100TH DOLLARS (\$79,900.00
and the Owner hereby deliver to the Escrow Agent a properly executed and acknowledged warranty deed dated the ___ day of _____ 2009, conveying the above-described property. This deed shall be delivered to the Commission by the Escrow Agent upon the Commission's delivering to the Escrow Agent the specified purchase price. The purchase price is to be delivered to the Escrow Agent by the Commission on or before the **30TH day of SEPTEMBER 2009**, in the form of a state treasurer's check made payable to the above named Escrow Agent. The Escrow Agent will disburse all funds, and act as representative for all the above named parties.

2. POSSESSION OF PROPERTY: Owner hereby agree to vacate and give peaceable possession of said above-described property to Commission upon payment of the consideration specified in CONSIDERATION paragraph above, by Commission to Escrow Agent. The Owner hereby waive all statutory and common law notice to vacate said premises and, as a further consideration for this agreement, do hereby consent that Commission may institute all necessary legal proceedings to obtain possession of the property at any time after Commission becomes entitled to possession of said property under this agreement.

3. DISCLOSURE OF HAZARDOUS SUBSTANCES ON PROPERTY ACQUIRED:
The Owner represent that to the best of Owner's' knowledge and belief, there has been no generation, transportation, storage, treatment, disposal, release, leakage, spillage or emission of any hazardous or toxic substance or material or any aboveground or underground petroleum product contamination on the subject property during the Owner's' ownership or during previous ownerships, at least insofar as the Owner have observed or has been informed. In the alternative, if the Owner has knowledge of any of the aforementioned events occurring on the subject property, that information is set out below. If at any time during the period between the execution of this Agreement and the closing thereof, the Owner have actual knowledge of, learn of, or have a reason to believe that any of the aforementioned events occurred on the subject property, the Owner shall give notice to the Commission immediately. This Agreement is conditional upon full disclosure of any such information by the Owner.

3A. RIGHT OF ENTRY FOR ENVIRONMENTAL ASSESSMENT OF PROPERTY: Within forty-five (45) days after the final execution of this Agreement, the Commission shall have the right, at the Commission's cost, to inspect the property. The Commission

or the Commission's consulting engineer may enter the premises, upon reasonable notice to the Owner, to conduct an environmental assessment, and, if applicable, review the Owner's' environmental permits, reports and related documents and plans. Based on said assessment, Commission will determine if there are conditions which would create liability for removal or correction or interfere with the Commission's intended use of the property.

4. TERMINATION: The Commission may, at its discretion, void this Agreement if the Owner reveal the existence of hazardous substances on the property or if an environmental assessment reveals environmental contamination subjecting the property to costs of removal or remediation under state or federal law.

5. LAWS OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri.

6. PRORATION OF TAXES: The Commission agrees to reimburse the Owner a pro rata portion of the real estate taxes for the year in which the property is transferred to the Commission. Reimbursement is to be based on the whole number of months the Commission owns the property and the percentage of total taxes applicable to the property acquired by the Commission. Calculation and reimbursement will be made by Commission after the Owners furnish a copy of the paid tax receipt.

7. ESCROW AGENT RESPONSIBILITIES: The Escrow Agent, in consideration of the sum of one dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby agrees to perform the following:

A. ESCROW AGENT ACTIONS PRIOR TO RECEIVING PAYMENT:

- Accept and hold the conveyance documents in escrow until Commission delivers consideration for the property to the Escrow Agent.
- Certify copies of conveyance documents for use in securing payment of the purchase price.
- Cease escrow process if notified by Commission that acquisition is terminated as a result of the provisions of TERMINATION paragraph, and return all conveyance documents to respective grantors.

B. ESCROW AGENT ACTIONS UPON RECEIPT OF PAYMENT:

- Secure Owner's' execution of Certificate of Disbursement of Funds prior to releasing any funds.
- Extend title from date of commitment to closing date.
- ---

Withhold funds and disburse for delinquent taxes, if any.
- Disburse funds to those indicated as payees in CONSIDERATION paragraph.
- Record conveyance documents and releases.

C. ESCROW AGENT FINAL ACTIONS:

- Deliver to the Commission the original deed of conveyance with recording information, title policy, and CERTIFICATE OF DISBURSEMENT OF FUNDS, with the billing for title services.
- Compile all information necessary for the completion of, prepare and file Internal Revenue Service Form 1099-S, "Proceeds from Real Estate Transactions", with respect to the conveyance.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COMMONWEALTH LAND TITLE INSURANCE COMPANY
ESCROW AGENT**

BY: _____ BY: _____.

TITLE: _____ TITLE: _____

Executed by the Commission Executed by the Escrow Agent
this ____ day of _____, 2009. this ____ day of _____, 2009.

CITY OF SAINT LOUIS

BY: _____
Francis G. Slay
Mayor

BY: _____
Darlene Green
Comptroller

Approved as to form:

Stephen J. Kovac
City Counselor

Attest:

Parrie L. May
City Register

First owner executed on the ____ day of _____, 2009.

Exhibit B

CCO FORM: RW23

ROUTE: I-70_____

Approved: 6/96 (RMH)

COUNTY: St. Louis City

Revised: 1/00 (RMH)

LOCATORNO.: _____

Modified: _____

PROJECT NO.: J6I0984 _____

PARCEL NO.: 64

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
EASEMENT FOR HIGHWAY PURPOSES**

THIS INDENTURE, made this ___ day of _____, 2009, by and between _____
CITY OF ST. LOUIS, of the City of ST LOUIS, and
State of MISSOURI, party of the first part, and the State of Missouri, acting by and through the
Missouri Highways and Transportation Commission, party of the second part.

WITNESSETH, that the said party, of the first part, in consideration of the sum of _____
SEVENTY NINE THOUSAND NINE HUNDRED AND NO/100TH DOLLARS
(\$79,900.00), to be paid by the said party of the second part, the receipt of which is hereby
acknowledged, do by these presents grant, bargain and sell, convey and confirm unto said party of
the second part, its successors and assigns, the following described permanent easement and interests
in real estate in the City of _____ St Louis, State of Missouri, to wit:

A permanent aerial easement for the construction and maintenance of Interstate Highway 70
above, and across a tract of land located in part of City Block Number 236 and 237, St. Louis
City, Missouri, and being more particularly described as, COMMENCING at a point on the
centerline of Interstate Highway 70 at P.T. Station 65+58.46; thence North 62 degrees 38
minutes 07 seconds East for a distance of 480.73 feet to centerline P.C. Station 70+39.19; thence
Northeasterly along the arc of a curve to the right having a radius of 1,892.60 for a distance of
202.16 feet to centerline Station 72+41.35; thence North 68 degrees 45 minutes 20 seconds East
for a distance of 585.71 feet to centerline Station 78+27.06; thence Northwesterly to a point
67.83 feet Northwesterly of and at a right angle to said centerline Station 78+27.06, BEING THE
POINT OF BEGINNING; thence Southwesterly to a point 67.83 feet Northwesterly of and at a
right angle to centerline Station 75+39.29; thence Southerly to a point 67.83 feet Southeasterly of
and at a right angle to centerline Station 75+24.31; thence Northeasterly to a point 67.83 feet
Southeasterly of and at a right angle to centerline Station 78+06.64; thence Northerly to the point
of BEGINNING, and containing 38,672 square feet, more or less.

Access across Grantor's property to and from the above listed parcel for right of way (aerial
easement for viaduct, piers and bents) shall be available to the Missouri Highway and Transportation

Department at all times, for maintenance purposes.

The Grantor, its successors and assigns, hereby conveys and relinquishes all rights of direct access to the bridge structure constructed within the aerial easement or any highway which may be maintained upon the above described tract.

Also, a temporary construction easement in part of City Block Number 236 and 237, St. Louis City, Missouri, being more particularly described in the following two tracts:

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The above two described tracts contain 14,262 square feet, more or less.

Upon completion and acceptance of the project, the temporary easement rights in the last-described tracts shall cease and be no longer in effect.

TO HAVE AND TO HOLD the same, with all rights, privileges, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has executed the above the day and year first above written.

CITY OF SAINT LOUIS

BY: _____
Francis G. Slay
Mayor

BY: _____
Darlene Green
Comptroller

Approved as to form:

Stephen J. Kovac
City Counselor

Attest:

Parrie L. May
City Register

**STATE OF MISSOURI, acting by and
through
The MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION,
Grantee**

BY:

ED HASSINGER

TITLE: DISTRICT ENGINEER

ADDRESS: 1590 WOODLAKE DRIVE
CHESTERFIELD, MO 63017

PHONE NUMBER: 314- 340-4200

