

BILL NO 2074

ORDINANCE 1851

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT, FOR MCBRIDE & SON CENTER, LOTS 1 AND 4, AND PARTS OF LOTS 3 AND 4, MORE PARTICULARLY DESCRIBED AS A TRACT OF LAND IN U.S. SURVEY 125, TOWNSHIP 45 NORTH, RANGE 4 EAST, ST LOUIS COUNTY, MISSOURI.

WHEREAS, the owner has proposed a Boundary Adjustment Plat for McBride & Son Center Lots 1 and 4, and parts of Lots 3 and 4. The petitioner proposes to make use of the vacated Boones Crossing right-of-way by platting this property into the McBride and Son center subdivision ; and,

WHEREAS, the Department of Planning and Department of Public Works have reviewed the Boundary Adjustment Plat in accordance with the Boundary Adjustment regulations of the City of Chesterfield and has recommended approval of same and forwarded said Boundary Adjustment Plat to the City Council.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The Boundary Adjustment Plat which is attached hereto as Exhibit "A" and made part hereof as if fully set out herein is hereby approved; the owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of said Boundary Adjustment Plat by affixing their signatures and the official seal of the City of Chesterfield as required on said documents.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 20th day of May, 2002.


MAYOR

ATTEST:


DEPUTY CITY CLERK

Boundary Adjustment and Easement Plat

of Lots 1 and 4 of "McBride & Son Center" and
part of Lots 3 and 4 of the Herman Ficke Estate Subdivision
U.S. Survey 125, Township 45 North - Range 4 East
City of Chesterfield, St. Louis County, Missouri

We have during the month of May 2002, by order of McBride & Son Investment Co., Inc., made a Survey and Boundary Adjustment and Easement Plat of "A tract of land being Lots 1 and 4 of 'McBride & Son Center' and part of Lots 3 and 4 of the Herman Ficke Estate Subdivision in U.S. Survey 125, Township 45 North - Range 4 East, City of Chesterfield, St. Louis County, Missouri," and the results of said Survey are represented on this plat. This survey was executed in compliance with the current Missouri Minimum Standards for Property Boundary Surveys adopted by the Missouri Board for Architects, Professional Engineers and Professional Land Surveyors and The Missouri Department of Natural Resources, and meets the accuracy requirements set forth for Urban Property.

IN WITNESS WHEREOF, I have signed and sealed the foregoing this ____ day of _____, 2002.

VOLZ INCORPORATED

Thomas E. Smith
Professional Land Surveyor
MO P.L.S. # 1462

We, the undersigned owners of the tract of land herein platted and further described in the foregoing surveyor's certificate have caused the same to be surveyed in the manner shown on this plat, which shall hereafter be known as "Boundary Adjustment and Easement Plat of Lots 1 and 4 of McBride & Son Center and part of Lots 3 and 4 of the Herman Ficke Estate Subdivision."

All storm water and utility easements shown on this plat, unless designated for other specific purposes, are hereby dedicated to the City of Chesterfield, Missouri, St. Louis County Water Company, Laclede Gas Company, Ameren UE, Southwestern Bell Telephone Company, Metropolitan St. Louis Sewer District, their successors and assigns as their interests may appear for the purpose of improving, constructing, maintaining, and repairing public utilities and sewer and drainage facilities, with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair, or replacement of said utilities, sewers and drainage facilities.

The Chesterfield Valley Storm Water Easement shown on this plat is hereby dedicated to the City of Chesterfield, Missouri, their successors and assigns as their interest may appear for the purpose of construction, maintaining and repair of the dry/wet basins, channels, drainage facilities and sewer lines in conformance with the Chesterfield Valley Storm Water Plan. The property owner(s) shall be responsible for maintaining the dry/wet basins, channels, drainage facilities and sewer lines, located within the easement, as well as the portion of the reservoir located on the Missouri Department of Transportation's right-of-way, in good working order and in good repair as appropriate. In the event that the property owner(s) or its successors in title to said property shall fail to maintain the dry/wet basins, channels, drainage facilities and sewer lines in accordance with the approved Chesterfield Valley Storm Water Plan, the City of Chesterfield, Missouri, their successors and assigns shall be permitted to enter onto the property and make the repairs and corrections and perform such maintenance as it deems necessary and bill the property owners of said property for the services performed. It is further agreed that in the event that said bill or charge for services performed shall not be paid within a period of thirty (30) days said sum shall become a lien on the real property and shall accrue interest at a rate of eight percent (8%) until paid in full.

All easements that overlay the Chesterfield Valley Storm Water Easements shall be subordinate to the Chesterfield Valley Storm Water Easements.

The Perpetual, Non-exclusive easement for access, ingress and egress and utilities with respect to McBride & Son Center Drive, is hereby dedicated to the present and future owners or occupants of Lots 1A, 2, 3, 4A, and 5A for the purpose of access, ingress, egress and utilities.

The Drive Easement shown on this plat is hereby dedicated to the present and future owners or occupants of Lot 5A for the purpose of ingress, and egress.

Building lines as shown on this plat are hereby established.

Two permanent monuments for each block created (indicated as ▲) and semi permanent monuments at all lot corners (indicated as ●) will be set, with the exception that the front lot corners may be monumented by notches or crosses cut in concrete paving on the prolongation of the lot line, within twelve (12) months after the recording of this subdivision plat, in accordance with 10 CSR 30-2.090 of the Missouri Department of Natural Resources and 4 CSR 30-1.6.090 of the Missouri Department of Economic Development. In addition, other survey monuments indicated on this subdivision plat, required by the Subdivision Ordinance of the City of Chesterfield, Missouri will be set.

This boundary adjustment is subject to conditions and restrictions as set forth in that certain reciprocal easement agreement recorded in book _____, Page _____ in the St. Louis County Records, as amended.

It is hereby certified that all existing easements are shown on this plat as of the time and date of recording of this plat.

IN WITNESS WHEREOF, I have signed and sealed the foregoing this ____ day of _____, 2002.

Lot 4A and Lot 5A

McBRIDE & SON INVESTMENT CO., INC.

By: _____

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this ____ day of _____, 2002, before me personally appeared _____, who being by me duly sworn did say that he is the _____ of McBride & Son Investment Co., Inc., a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have signed and sealed the foregoing the day and year first above written.

My Commission Expires:

Notary Public

Lot 1
SHERIDAN PROPERTIES
LIMITED PARTNERSHIP No. IV

By: _____

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this ____ day of _____, 2002, before me personally appeared _____, who being by me duly sworn did say that he is the _____ of _____, a General Partner of Sheridan Properties, Limited Partnership No. IV, a Limited Partnership of the State of Missouri, and that the said instrument was signed on behalf of said Limited Partnership and the said _____ acknowledged said instrument to be the free act and deed of said Limited Partnership.

IN WITNESS WHEREOF, I have signed and sealed the foregoing the day and year first above written.

My Commission Expires:

Notary Public

The undersigned holder or legal owner of notes secured by deed recorded in Book _____, Page _____ of the St. Louis County Records, joins in and approves in every detail this Boundary Adjustment and Easement Plat.

IN WITNESS WHEREOF, it has signed and sealed the foregoing this ____ day of _____, 2002

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this ____ day of _____, 2002, before me personally appeared _____, who being by me duly sworn did say that he is the _____ of Union Planters Bank, N.A. f/k/a Magna Bank, N.A., a National Banking Association Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have signed and sealed the foregoing the day and year first above written.

My Commission Expires:

Notary Public

The undersigned holder or legal owner of notes secured by deed recorded in Book _____, Page _____ of the St. Louis County Records, joins in and approves in every detail this Boundary Adjustment and Easement Plat.

IN WITNESS WHEREOF, it has signed and sealed the foregoing this ____ day of _____, 2002

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this ____ day of _____, 2002, before me personally appeared _____, who being by me duly sworn did say that he is the _____ of North American Savings Bank, F.S.B., a Federal savings bank, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have signed and sealed the foregoing the day and year first above written.

My Commission Expires:

Notary Public

This is to certify that this Boundary Adjustment Plat of a tract of land being Lots 1 and 4 of "McBride & Son Center" as recorded in Plat Book 347 page 314 and part of Lots 3 and 4 of the Herman Ficke Estate Subdivision" as recorded in Book 12498 page 2331, City of Chesterfield, St. Louis County, Missouri, was approved by the City Council of the City of Chesterfield by Ordinance Number _____ on _____, 2002 and thereby authorizes the recording of this plat with the office of the St. Louis County Recorder of Deeds.

ATTEST:

John Nations, MAYOR

Martha Demay, CITY CLERK

VOLZ
INCORPORATED

LAND SURVEYORS - ENGINEERS - LAND PLANNERS
10849 INDIAN HEAD IND'L. BLVD.
ST. LOUIS, MISSOURI 63132-1166
PHONE (314) 426-6212
FAX (314) 890-1250

6283-1
SHEET 1 OF 2
Boundary Adjustment and Easement
Plat of McBride & Son Center



TABULAR
EXHIBIT
1