

AN ORDINANCE APPROVING THE AGREEMENT ENTERED INTO BY THE CITY OF CHESTERFIELD AND CERTAIN OWNERS OF REAL PROPERTY LOCATED AT OR NEAR THE INTERSECTION OF LONG ROAD, KEHRS MILL ROAD, AND WILD HORSE CREEK ROAD FOR THE ACQUISITION OF PROPERTY, WHICH SHALL BE PART OF THE MTIA APPROVED PROJECT AT AFORESAID INTERSECTION AS PART OF AN INTERGOVERNMENTAL AGREEMENT.

WHEREAS, the EWGCC has recommended the realignment of the roadways and the construction of intersection improvements for the purpose of providing right-of-way for temporary and ultimate permanent reconstruction of the intersection to be located at Long Road, Kehrs Mill Road, and Wild Horse Creek Road pursuant to the MTIA Approved Project list (the "Project") for which St. Louis County is to be the responsible agency; and

WHEREAS, the City of Chesterfield, having recognized the importance of this intersection and having recognized that it is in the best interest of the City of Chesterfield and the public health, safety, and welfare of its residents that said aforesaid project be built and under the authority granted to the City of Chesterfield to enter into cooperative agreements with other governmental agencies, the City of Chesterfield has considered partial funding of said project; and

WHEREAS, said plans have been reviewed by St. Louis County and by MoDOT; and

WHEREAS, St. Louis County shall be ultimately responsible for the maintenance of said intersection after improvements; and

WHEREAS, the preliminary plan for correcting this intersection and the ultimate plan for correcting this intersection shall traverse the property owned by Grantor/Owner(s), the exact location of which however, cannot be ascertain until the work is undertaken and completed; and

WHEREAS, the City determines that it is in the best interest of the City that an agreement be entered into by and between the City and the Grantor/Owner(s), as identified herein for the City to acquire the right to construct said intersection on property, which is now vacant, and to acquire same for the future build out of said site for the correction of the current roadway configuration;

WHEREAS, the City agrees to fund in accordance with this agreement a portion of the costs equal to the sum of \$30,000, which shall be for the purpose of the acquisition of a right-of-way for the Project and agrees to pay the sum of \$30,000 as set forth herein as and for that right; and

WHEREAS, Grantor/Owner(s) are willing to convey the property described on Exhibit A, which is attached hereto and made a part hereof, to the City of Chesterfield for the purpose of making said property available for the project and the City hereby agrees to make the payment set forth to the Grantor/Owner(s) as provided herein for the use in said project as provided herein.

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

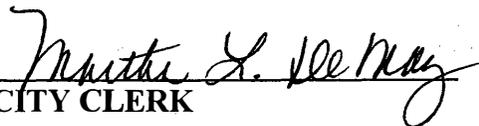
Section 1. The City Administrator of the City of Chesterfield is hereby authorized to enter into the Agreement, attached hereto and made a part hereof as if fully set out herein, as Exhibit 1, which authorizes the City of Chesterfield to purchase property for the future development of a new intersection at Long Road, Kehrs Mill Road, and Wild Horse Creek Road, all located in the City of Chesterfield.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 17th day of NOVEMBER 2003.


MAYOR

ATTEST:


CITY CLERK

AGREEMENT TO EXECUTE GENERAL WARRANTY DEED

THIS AGREEMENT (this "*Agreement*") is made and entered into as of this _____ day of _____, 2003, by and between THE CITY OF CHESTERFIELD, MISSOURI, an incorporated political subdivision of the State of Missouri, with an address of 690 Chesterfield Parkway West, Chesterfield, Missouri 63017 ("*City*"), and _____, ("*Grantor/Owner(s)*").

Background

A. In May of 2000, the East-West Gateway Coordinating Council Board of Directors ("*EWGCC*") adopted recommendations of certain major transportation improvements. The recommendations emerged from the Major Transportation Investment Analysis ("*MTIA*") process conducted over the previous two (2) years.

B. Upon recommendation of the EWGCC, the realignment of roadways and construction of intersection improvements for the purpose of providing right-of-way for temporary and ultimately permanent reconstruction of the intersection at Long Road, Kehrs Mill Road and Wild Horse Creek Road were an MTIA Approved Project (the "*Project*"), for which St. Louis County is the responsible agency.

C. The City of Chesterfield, having reviewed the recommendations of the EWGCC and having intimate knowledge and concerns with regards to the traffic and traffic congestion at the intersections of Long Road, Kehrs Mill Road and Wild Horse Creek Road, concurs with the recommendations of EWGCC; and

WHEREAS, the EWGCC has recommended the realignment of the roadways and the construction of intersection improvements for the purpose of providing right-of-way for temporary and ultimate permanent reconstruction of the intersection to be located at Long Road, Kehrs Mill Road, and Wild Horse Creek Road pursuant to the MTIA Approved Project list (the "*Project*") for which St. Louis County is to be the responsible agency; and

WHEREAS, the City of Chesterfield, having recognized the importance of this intersection and having recognized that it is in the best interest of the City of Chesterfield and the public health, safety, and welfare of its residents that said aforesaid project be built and under the authority granted to the City of Chesterfield to enter into cooperative agreements with other governmental agencies, the City of Chesterfield has considered partial funding of said project; and

WHEREAS, said plans have been reviewed by St. Louis County and by MoDOT; and

WHEREAS, St. Louis County shall be ultimately responsible for the maintenance of said intersection after improvements; and

WHEREAS, the preliminary plan for correcting this intersection and the ultimate plan for correcting this intersection shall traverse the property owned by Grantor/Owner(s), the exact location of which however, cannot be ascertain until the work is undertaken and completed; and

WHEREAS, the City determines that it is in the best interest of the City that an agreement be entered into by and between the City and the Grantor/Owner(s), as identified herein for the City to acquire the right to construct said intersection on property, which is now vacant, and to acquire same for the future build out of said site for the correction of the current roadway configuration;

WHEREAS, the City agrees to fund in accordance with this agreement a portion of the costs equal to the sum of \$30,000, which shall be for the purpose of the acquisition of a right-of-way for the Project and agrees to pay the sum of \$30,000 as set forth herein as and for that right;

WHEREAS, Grantor/Owner(s) are willing to convey the property described on Exhibit A, which is attached hereto and made a part hereof, to the City of Chesterfield for the purpose of making said property available for the project and the City hereby agrees to make the payment set forth to the Grantor/Owner(s) as provided herein for the use in said project as provided herein;

WHEREAS, the importance of acquiring said property immediately is based upon State funds only available within a short window of time; and

WHEREAS, an independent entity, GHH L.L.C., has agreed to advance the funds necessary for the purchase of this property immediately upon agreement by City to reimburse GHH for the same in the future.

Agreement

1. Grantor/Owner(s) shall execute before a duly qualified Notary Public and deliver to City of Chesterfield as Grantee a General Warranty Deed in the form of Exhibit A, attached hereto and incorporated herein by this reference, pursuant to which GHH, L.L.C. shall pay to Grantor/Owner on behalf of City a total of Thirty Thousand Dollars (\$30,000.00).

2. Upon delivery of said General Warranty Deed to the City and upon acceptance of same by the City, City shall pay to GHH, L.L.C. or their designee the sum of Thirty Thousand Dollars (\$30,000). Said sum shall be paid over a period of up to five (5) years from this date by funds appropriated by the City with the first payment of a minimum of Five Thousand Dollars (\$5,000) upon transfer and City obtaining the tile report set forth in Paragraph 3 below.

3. Completion of this Agreement is subject to City obtaining a title report reflecting ownership and encumbrances as to said property and that Grantor/Owner(s) are able to transfer marketable title to City so that construction of the intersection improvement may occur unimpeded.

4. This Agreement shall be delivered and deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri for all purposes and intents.

5. The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be effective when signed by the authorized agents of the parties, and shall be amended only by a writing signed by the authorized agents of the parties.

6. This Agreement is executed in multiple counterparts, each of which constitute one and the same instrument.

7. No official, agent, employee or representative of the City shall be personally liable in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party, or on any obligations under the terms of this Agreement.

8. Each party hereby represents and warrants that it has full right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, including but not limited to the right, power and authority to enter into the General Warranty Deed, and all of the foregoing have been and will be duly and validly authorized and approved by all necessary proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the parties, enforceable in accordance with its terms.

IN WITNESS WHEREOF, City and the Grantor/Owner(s) have caused this Agreement to be executed in their respective names and caused their respective seals to be affixed hereto as of the date first above written.

THE CITY OF CHESTERFIELD, MISSOURI

(SEAL)

By: _____
City Administrator

Attest:

City Clerk

GHH, L.L.C.

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ACKNOWLEDGEMENT

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

On this ____ day of _____, 2003, before me, the undersigned, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that he is the City Administrator of THE CITY OF CHESTERFIELD, MISSOURI, a body politic and corporate duly authorized, incorporated and existing under and by virtue of the laws of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its City Council, and said official acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Printed Name: _____
Notary Public in and for said State
Commissioned in St. Louis County

(SEAL)

My Commission Expires:

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

On this ____ day of _____, 2003, before me, the undersigned, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that he/they are the person(s) described in and who executed the foregoing instrument as Grantor/Owner(s), and that he/they executed said instrument for the purposes therein stated and as his/their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Printed Name: _____
Notary Public in and for said State
Commissioned in St. Louis County

(SEAL)

My Commission Expires: