

BILL NO. 2713

ORDINANCE NO. 2530

AN ORDINANCE PROVIDING FOR THE ACQUISITION, BY PURCHASE OR CONDEMNATION, OF PERMANENT AND TEMPORARY EASEMENTS COMPRISING APPROXIMATELY 8.52 ACRES OF THE PARCEL LOCATED AT 17971 N. OUTER 40 ROAD, CHESTERFIELD, MISSOURI 63005 TITLED IN THE NAME OF ST. CHARLES SAND COMPANY FOR USE AS A PUBLIC HIKING, BIKING OR RECREATIONAL TRAIL AS PART OF A DEDICATED SYSTEM OF TRAILS.

WHEREAS, the City of Chesterfield is a political subdivision, City of the Third Class, located in St. Louis County, Missouri and duly incorporated under the Revised Statutes of Missouri; and,

WHEREAS, the City Council, having been duly elected and qualified, is empowered to, among other things, acquire and hold property within the City for, among other things, public recreational trails, public parks and other public purposes pursuant to the Revised Statutes of Missouri; and,

WHEREAS, the City, pursuant to Chapters 77, 88, 90, 258 and 523 of the Revised Statutes of Missouri has the power, authority, and privilege to acquire, by condemnation or otherwise, private property for public use; and,

WHEREAS, the City Council has determined that the City requires the acquisition of certain easements necessary to establish and extend the Monarch Chesterfield Levee Trail, a public hiking, biking or recreational trail and to install, operate, and maintain said trail as part of a dedicated system of trails; and,

WHEREAS, the City has identified certain permanent and temporary easements as being necessary for the establishment or extension of said trail, said easements comprised of approximately 8.50 acres of that parcel of real property commonly known and numbered as 17971 N. Outer 40 Road, Chesterfield, Missouri 63005, titled in the name of St. Charles Sand Company.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, AS FOLLOWS:

Section 1. The City has determined that it is necessary and proper for the City to acquire a permanent easement containing approximately 1.61 acres and a temporary construction license containing approximately 6.91 acres on property located at 17971 N. Outer 40 Road, Locator Nos. 16W240030 and 16W310034, legally described as set forth on Exhibit A attached hereto and incorporated herein by this reference, for the purpose of establishing, extending and maintaining a public hiking, biking or recreational trail as part of a dedicated system of trails.

Section 2. The City's Attorney(s) and/or the City Administrator on behalf of the City Council are authorized to take such action as may be necessary to acquire said easements from the current owners, St. Charles Sand Company, and any unknown heirs, beneficiaries and other persons, and legal entities claiming a legal interest in the subject property through negotiated purchase or by condemnation proceedings instituted by the City pursuant to the Revised Statutes of Missouri and Missouri Supreme Court Rule 86.

Section 3. In the event the City is unable to acquire the necessary easements through negotiated purchase, the City's Attorney(s) and/or the City Administrator on behalf of the City Council are authorized to take such action as may be necessary to institute condemnation proceedings to acquire said property pursuant to the City's eminent domain authority under the Revised Statutes of Missouri.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 15th day of June, 2009.


MAYOR

ATTEST:


CITY CLERK

[FIRST READING HELD: _____]

PERMANENT HIKING, BIKING AND WALKING TRAIL EASEMENT AGREEMENT

THIS PERMANENT HIKING, BIKING AND WALKING TRAIL EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 2009 by and between ST. CHARLES SAND COMPANY, a Missouri corporation with offices located at 14580 Missouri Bottom Road, Bridgeton, Missouri 63044 ("Grantor") and the CITY OF CHESTERFIELD, a 3rd class city organized under the Statutes of the State of Missouri with offices located at 690 West Chesterfield Parkway, Chesterfield, Missouri 63017 ("Grantee").

WITNESSETH, that Grantor for and in consideration of the sum of One and No/100 Dollar (\$1.00), the mutual agreements and covenants contained herein and other valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does by these presents grant unto Grantee a permanent, nonexclusive easement for the limited purpose of constructing, improving, operating, maintaining, repairing and replacing a hiking, biking and walking trail atop the existing Monarch-Chesterfield levee structure (the "Levee") comprised of 70,207 square feet of area upon the premises described as Parcel 41, locator # 16W240030 & 16W310034, located at 17971 N. Outer 40 Road in Chesterfield, Missouri 63005, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Easement Area").

TO HAVE AND TO HOLD the Easement Area unto Grantee and its assigns and successors forever; subject to the following provisions:

1. Grantee shall construct, improve, maintain, repair and replace any improvements within the Easement Area (a) at its sole cost and expense, (b) in a good and workmanlike manner, (c) in strict accordance with all applicable laws, rules and regulations, and (d) subject to all existing recorded reservations, encumbrances, easements and rights of others in and to the Easement Area.
2. Grantee, at its sole cost and expense, shall maintain in good condition and repair the Easement Area, shall remove all trash and rubbish therefrom and shall not permit any liens to attach against the Easement Area or the property of Grantor.

3. Grantee shall take such reasonable measures as it in its sole and absolute discretion deems appropriate in an effort to discourage persons utilizing the Easement Area from making unauthorized entry onto Grantor's adjacent property, these efforts may include, by way of illustration, police patrols, the posting of signage, prosecution of trespassers and the like. Grantee, at its sole costs and expense, shall promptly repair any damage to the property of Grantor or the Easement Area caused by or arising from the use thereof by Grantee, its employees or agents and shall restore Grantor's premises to substantially the condition existing prior to such damage.

4. It is hereby stipulated that, excepting only Grantor's rights in and to the Easement Area as herein recited and the Monarch-Chesterfield Levee District's rights in and to the Easement Area, Grantee shall be conclusively deemed to be in exclusive possession and control of the Easement Area.

5. Grantor agrees not to obstruct or interfere with the normal use or maintenance of the Easement Area or appurtenances thereto and further agrees that Grantor will not place, erect, install or permit in the Easement Area any structure, fixture, improvement, or other obstruction above or below ground that will unreasonably interfere with the intended use of the Easement Area; provided, however, that Grantor reserves the right to use and enjoy portions of the Easement Area in such manner as Grantor shall deem proper, including, but not limited to, all existing access (pedestrian and vehicular) over and across the easement area to real estate owned by Grantor on each side of the existing Monarch-Chesterfield Levee structure, to the extent that Grantor's use does not unreasonably interfere with the intended use of the Easement Area.

6. The Easement Area is, and the grant thereof by Grantor to Grantee is conditioned upon the use of the Easement Area as part of a greenway system of trails or part of a dedicated system of trails that is designed exclusively for the purposes designated in Section 258.100 of the Missouri Revised Statutes, and shall not include roads or streets, or sidewalks, walkways or paths which are intended solely to connect neighborhoods for pedestrian traffic, such as common sidewalks or walkways. In the event (a) the aforesaid trail is not completed and operating within the Easement Area by January 1, 2016; (b) it is judicially determined that the use of the Easement Area by Grantee does not comply with the aforesaid purpose; or (c) it is judicially determined that Grantee has abandoned the Easement Area, the easement granted by this Agreement shall terminate and Grantee shall execute and record in the appropriate public records such instruments as Grantor may reasonably request in confirmation thereof.

7. The presence of this Easement upon Grantor's property shall not negatively impact, affect or impair any density or green space calculations for any current or future use or development of the property owned by Grantor.

8. Nothing herein shall be deemed to waive or limit the ability of Grantor and Grantor's successors and assigns to seek all necessary governmental approvals in order to construct road or other improvements for pedestrian and vehicular access over and across the Easement Area so long as such improvements and access do not unreasonably interfere with the intended use of the Easement Area. It is not Grantee's intention to deprive Grantor or its licensees of access to the areas of Grantor's property divided by the Levee and Grantee agrees that construction of vehicular or pedestrian access across the Easement Area does not, in and of itself, unreasonably interfere with the intended use of the Easement Area.

9. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and no custom, act or forbearance at any time shall impose any additional obligation or liability upon any party or waive or release any party from any default or the performance or fulfillment of any obligation or liability, or operate as against any party as a supplement, alteration, amendment or change of any term or provision specified herein unless set forth in a written instrument duly executed by such party.

10. No person shall acquire any right, title or interest in any portion of the property of Grantor, except for such rights as are expressly created by this Agreement.

11. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.

12. The provisions contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

13. The Grantor does hereby covenant to the Grantee that it is lawfully seized and possessed of the fee ownership of the land and the real estate above described and that it has good and lawful right to convey it, or any part thereof, that it is free from all encumbrances other than those of record, and that it shall forever warrant and defend the title thereto against the lawful claims of all persons claiming by, through or under Grantor but none other.

14. In the event of litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first above written.

GRANTOR:

By: _____

Name:

Title:

Date:

GRANTEE:

THE CITY OF CHESTERFIELD

By: _____

Name:

City Administrator

Date:

STATE OF MISSOURI

COUNTY OF ST. LOUIS

On this ____ day of _____, 2009 before me, the undersigned Notary Public, appeared _____, to me personally known, who, being by me duly sworn did say that he is the _____ of _____, a Missouri corporation, and that said instrument was signed on behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have here unto set my hand and affixed my official seal on the day and year first above written.

Notary Public

NOTARIAL SEAL

My commission expires:

STATE OF MISSOURI

COUNTY OF ST. LOUIS

On this ____ day of _____, 2009 before me, the undersigned 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 said instrument was signed in behalf of the City of Chesterfield by authority of its Board, and said official acknowledged said instrument was executed for the purposes therein stated and signed as a free act and deed of said City.

Notary Public

NOTARIAL SEAL

My commission expires:

Legal Description

Parcel 43

A Variable Width **PERMANENT BIKE TRAIL EASEMENT** across Part of a tract of land in U.S. Surveys 368, 371, 102, and part of Lots (1) to (8) inclusive of the **Conrad Kroenung Estate Partition**, in Survey 368, Township 45 North, Range 3 East of the 5th P.M., and being more particularly described as follows:

Commencing on Grantor's easterly property line where said line intersects with the northerly right of way line of Interstate 64 (State Route 40TR); THENCE North 11 degrees 29 minutes 42 seconds West, 320.52 feet to the **Point of Beginning** of said Variable Width Permanent Bike Trail Easement; THENCE leaving said easterly line, North 50 degrees 45 minutes 07 seconds West, 26.70 feet; THENCE North 50 degrees 35 minutes 15 seconds West, 99.28 feet; THENCE North 50 degrees 25 minutes 07 seconds West, 103.27 feet; THENCE North 49 degrees 47 minutes 43 seconds West, 102.96 feet; THENCE North 49 degrees 42 minutes 09 seconds West, 7.86 feet; THENCE North 50 degrees 18 minutes 04 seconds West, 91.16 feet; THENCE North 50 degrees 15 minutes 31 seconds West, 9.40 feet; THENCE North 49 degrees 42 minutes 42 seconds West, 86.33 feet; THENCE North 50 degrees 05 minutes 06 seconds West, 12.07 feet; THENCE North 50 degrees 25 minutes 53 seconds West, 86.47 feet; THENCE North 50 degrees 06 minutes 03 seconds West, 0.55 feet; THENCE North 49 degrees 59 minutes 15 seconds West, 96.08 feet; THENCE North 50 degrees 08 minutes 51 seconds West, 1.70 feet; THENCE North 50 degrees 13 minutes 06 seconds West, 95.79 feet; THENCE North 50 degrees 24 minutes 11 seconds West, 2.05 feet; THENCE North 51 degrees 00 minutes 13 seconds West, 100.19 feet; THENCE North 51 degrees 32 minutes 54 seconds West, 3.12 feet; THENCE North 51 degrees 01 minutes 20 seconds West, 87.32 feet; THENCE North 50 degrees 55 minutes 16 seconds West, 6.40 feet; THENCE North 50 degrees 12 minutes 32 seconds West, 104.37 feet; THENCE North 48 degrees 26 minutes 52 seconds West, 1.20 feet; THENCE North 47 degrees 30 minutes 39 seconds West, 92.11 feet; THENCE North 44 degrees 49 minutes 17 seconds West, 0.87 feet; THENCE North 44 degrees 06 minutes 51 seconds West, 99.22 feet; THENCE North 33 degrees 05 minutes 22 seconds West, 140.50 feet; THENCE North 22 degrees 10 minutes 17 seconds West, 83.86 feet; THENCE North 20 degrees 22 minutes 44 seconds West, 96.69 feet; THENCE North 21 degrees 11 minutes 48 seconds West, 1.48 feet; THENCE North 21 degrees 31 minutes 23 seconds West, 100.22 feet; THENCE North 19 degrees 44 minutes 23 seconds West, 105.23 feet; THENCE North 24 degrees 17 minutes 08 seconds West, 108.09 feet; THENCE North 36 degrees 31 minutes 03 seconds West, 76.51 feet; THENCE North 51 degrees 14 minutes 45 seconds West, 14.40 feet; THENCE South 38 degrees 45 minutes 15 seconds West, 6.50 feet; THENCE North 51 degrees 14 minutes 45 seconds West, 47.19 feet; Thence North 57 degrees 38 minutes 29 seconds West, 122.16 feet; THENCE North 64 degrees 15 minutes 40 seconds West, 23.79 feet; THENCE North 25 degrees 44 minutes 20 seconds East, 6.50 feet; THENCE North 64 degrees 15 minutes 40 seconds West, 38.87 feet; THENCE North 30 degrees 47 minutes 21 seconds West, 88.18 feet; THENCE North 16 degrees 26 minutes 36 seconds West, 111.27 feet; THENCE North 13 degrees 44 minutes 20 seconds West, 92.79 feet; THENCE North 14 degrees 08 minutes 42 seconds West, 101.42 feet; THENCE North 15 degrees 41 minutes 40 seconds West, 90.67 feet; THENCE North 14 degrees 33 minutes 04 seconds West, 101.70 feet; THENCE North 14 degrees 16 minutes 48 seconds West, 99.81 feet; THENCE North 13 degrees 46 minutes 24 seconds West, 94.80 feet; THENCE North 15 degrees 33

minutes 16 seconds West, 52.44 feet; THENCE North 19 degrees 23 minutes 10 seconds West, 22.61 feet; THENCE South 74 degrees 13 minutes 23 seconds West, 9.42 feet to a point on the easterly right of way line of Interstate 64 (State Route 40TR), also being Grantor's westerly property line, THENCE continuing on said westerly property line the following three (3) courses and distances: 1) North 15 degrees 46 minutes 37 seconds West, 8.69 feet; 2) THENCE North 74 degrees 13 minutes 23 seconds East, 10.00 feet; 3) THENCE North 15 degrees 46 minutes 37 seconds West, 145.23 feet; THENCE leaving said westerly property line, North 11 degrees 03 minutes 30 seconds East, 28.85 feet; THENCE South 78 degrees 56 minutes 30 seconds East, 10.00 feet; THENCE South 11 degrees 03 minutes 30 seconds West, 34.51 feet; THENCE South 75 degrees 53 minutes 08 seconds East, 33.00 feet; THENCE North 74 degrees 13 minutes 23 seconds East, 59.56 feet; THENCE South 16 degrees 17 minutes 41 seconds East, 139.62 feet; THENCE South 73 degrees 42 minutes 19 seconds West, 31.61 feet; THENCE South 05 degrees 05 minutes 57 seconds East, 298.06 feet; THENCE South 14 degrees 33 minutes 04 seconds East, 66.79 feet; THENCE South 14 degrees 59 minutes 24 seconds East, 0.75 feet; THENCE South 15 degrees 41 minutes 40 seconds East, 90.44 feet; THENCE South 14 degrees 08 minutes 42 seconds East, 100.52 feet; THENCE South 14 degrees 25 minutes 58 seconds East, 0.68 feet; THENCE South 13 degrees 44 minutes 20 seconds East, 92.96 feet; THENCE South 16 degrees 26 minutes 36 seconds East, 109.02 feet; THENCE South 30 degrees 47 minutes 21 seconds East, 81.78 feet; THENCE South 64 degrees 15 minutes 40 seconds East, 34.36 feet; THENCE North 25 degrees 44 minutes 20 seconds East, 6.50 feet; THENCE South 64 degrees 15 minutes 40 seconds East, 25.41 feet; THENCE South 57 degrees 38 minutes 29 seconds East, 125.34 feet; THENCE South 51 degrees 14 minutes 45 seconds West, 48.75 feet; THENCE South 38 degrees 45 minutes 15 seconds West, 6.50 feet THENCE South 51 degrees 14 minutes 45 seconds East, 16.34 feet; THENCE South 36 degrees 31 minutes 03 seconds East, 80.05 feet; THENCE South 24 degrees 17 minutes 08 seconds East, 110.29 feet; THENCE South 19 degrees 44 minutes 23 seconds East, 105.60 feet; THENCE South 21 degrees 31 minutes 23 seconds East, 100.03 feet; THENCE South 21 degrees 11 minutes 48 seconds East, 1.63 feet; THENCE South 20 degrees 22 minutes 44 seconds East, 96.57 feet; THENCE South 22 degrees 10 minutes 17 seconds East, 82.19 feet; THENCE South 33 degrees 05 minutes 22 seconds East, 137.62 feet; THENCE South 44 degrees 06 minutes 51 seconds East, 97.68 feet; THENCE South 44 degrees 49 minutes 17 seconds East, 0.42 feet; THENCE South 47 degrees 30 minutes 39 seconds East, 91.64 feet; THENCE South 48 degrees 26 minutes 52 seconds East, 0.85 feet; THENCE South 50 degrees 12 minutes 32 seconds East, 104.05 feet; THENCE South 50 degrees 55 minutes 16 seconds East, 6.29 feet; THENCE South 51 degrees 01 minutes 20 seconds East, 87.24 feet; THENCE South 51 degrees 32 minutes 54 seconds East, 3.12 feet; THENCE South 51 degrees 00 minutes 13 seconds East, 100.34 feet; THENCE South 50 degrees 24 minutes 11 seconds East, 2.16 feet; THENCE South 50 degrees 13 minutes 06 seconds East, 95.82 feet; THENCE South 50 degrees 08 minutes 51 seconds East, 1.73 feet; THENCE South 49 degrees 59 minutes 15 seconds East, 96.09 feet; THENCE South 50 degrees 06 minutes 03 seconds East, 0.50 feet; THENCE South 50 degrees 25 minutes 53 seconds East, 86.48 feet; THENCE South 50 degrees 05 minutes 06 seconds East, 12.16 feet; THENCE South 49 degrees 42 minutes 42 seconds East, 86.31 feet; THENCE South 50 degrees 15 minutes 31 seconds East, 9.32 feet; THENCE South 50 degrees 18 minutes 04 seconds East, 91.23 feet; THENCE South 49 degrees 42 minutes 09 seconds East, 7.93 feet; THENCE South 49 degrees 47 minutes 43 seconds East, 102.87 feet; THENCE South 50 degrees 25 minutes 07 seconds East, 103.17 feet; THENCE South 50 degrees 35 minutes 15 seconds East, 99.24 feet; THENCE South 50 degrees 45 minutes

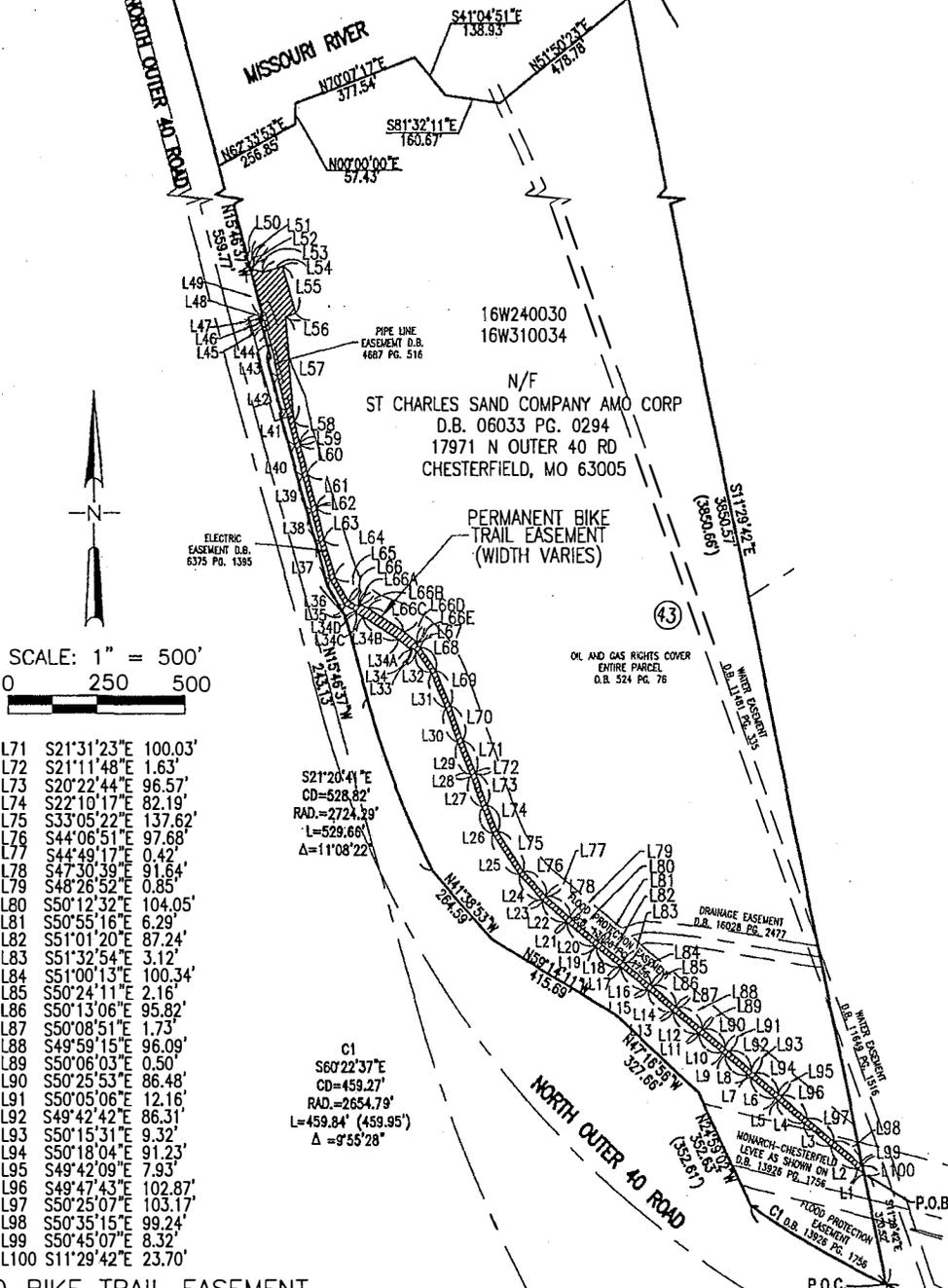
07 seconds East, 8.32 feet to a point of the Grantor's easterly property line; THENCE South 11 degrees 29 minutes 42 seconds East on said easterly property line, 23.70 feet to the Point of Beginning.

Said PERMANENT BIKE TRAIL EASEMENT containing 70,207 square feet, more or less, and being situated in the City of Chesterfield, St. Louis County, Missouri.

LINE TABLE

L1	N50°45'07"W	26.70'
L2	N50°35'15"W	99.28'
L3	N50°25'07"W	103.27'
L4	N49°47'43"W	102.96'
L5	N49°42'09"W	7.86'
L6	N50°18'04"W	91.16'
L7	N50°15'31"W	9.40'
L8	N49°42'42"W	86.33'
L9	N50°05'06"W	12.07'
L10	N50°25'53"W	86.47'
L11	N50°06'03"W	0.55'
L12	N49°59'15"W	96.08'
L13	N50°08'51"W	1.70'
L14	N50°13'06"W	95.79'
L15	N50°24'11"W	2.05'
L16	N51°00'13"W	100.19'
L17	N51°32'54"W	3.12'
L18	N51°01'20"W	87.32'
L19	N50°55'16"W	6.40'
L20	N50°12'32"W	104.37'
L21	N48°26'52"W	1.20'
L22	N47°30'39"W	92.11'
L23	N44°49'17"W	0.87'
L24	N44°06'51"W	99.22'
L25	N33°05'22"W	140.50'
L26	N22°10'17"W	83.86'
L27	N20°22'44"W	96.69'
L28	N21°11'48"W	1.48'
L29	N21°31'23"W	100.22'
L30	N19°44'23"W	105.23'
L31	N24°17'08"W	108.09'
L32	N36°31'03"W	76.51'
L33	N51°14'45"W	14.40'
L34	S38°45'15"W	6.50'
L34A	N51°14'45"W	47.19'
L34B	N57°38'29"W	122.16'
L34C	N64°15'40"W	23.79'
L34D	N25°44'20"E	6.50'
L35	N64°15'40"W	38.87'
L36	N30°47'21"W	88.18'
L37	N16°26'36"W	111.27'
L38	N13°44'20"W	92.79'
L39	N14°08'42"W	101.42'
L40	N15°41'40"W	90.67'
L41	N14°33'04"W	101.70'
L42	N14°16'48"W	99.81'
L43	N13°46'24"W	94.80'
L44	N15°33'16"W	52.44'
L45	N19°23'10"W	22.61'
L46	S74°13'23"W	9.42'
L47	N15°46'37"W	8.69'
L48	N74°13'23"E	10.00'
L49	N15°46'37"W	145.23'
L50	N11°03'30"E	28.85'
L51	S78°56'30"E	10.00'
L52	S11°03'30"W	34.51'
L53	S75°53'08"E	33.00'
L54	S74°13'23"E	59.56'
L55	S16°17'41"E	139.62'
L56	S73°42'19"W	31.61'
L57	S05°05'57"E	298.06'
L58	S14°33'04"E	66.04'
L59	S14°59'24"E	0.75'
L60	S15°41'40"E	90.44'
L61	S14°08'42"E	100.52'
L62	S14°25'58"E	0.68'
L63	S13°44'20"E	92.96'
L64	S16°26'36"E	109.02'
L65	S30°47'21"E	81.78'
L66	S64°15'40"E	34.36'
L66A	N25°44'20"E	6.50'
L66B	S64°15'40"E	25.41'
L66C	S57°38'29"E	125.34'
L66D	S51°14'45"W	48.75'
L66E	S38°45'15"W	6.50'
L67	S51°14'45"E	16.34'
L68	S36°31'03"E	80.05'
L69	S24°17'08"E	110.29'
L70	S19°44'23"E	105.60'
L71	S21°31'23"E	100.03'
L72	S21°11'48"E	1.63'
L73	S20°22'44"E	96.57'
L74	S22°10'17"E	82.19'
L75	S33°05'22"E	137.62'
L76	S44°06'51"E	97.68'
L77	S44°49'17"E	0.42'
L78	S47°30'39"E	91.64'
L79	S48°26'52"E	0.85'
L80	S50°12'32"E	104.05'
L81	S50°55'16"E	6.29'
L82	S51°01'20"E	87.24'
L83	S51°32'54"E	3.12'
L84	S51°00'13"E	100.34'
L85	S50°24'11"E	2.16'
L86	S50°13'06"E	95.82'
L87	S50°08'51"E	1.73'
L88	S49°59'15"E	96.09'
L89	S50°06'03"E	0.50'
L90	S50°25'53"E	86.48'
L91	S50°05'06"E	12.16'
L92	S49°42'42"E	86.31'
L93	S50°15'31"E	9.32'
L94	S50°18'04"E	91.23'
L95	S49°42'09"E	7.93'
L96	S49°47'43"E	102.87'
L97	S50°25'07"E	103.17'
L98	S50°35'15"E	99.24'
L99	S50°45'07"E	8.32'
L100	S11°29'42"E	23.70'

PERMANENT BIKE TRAIL EASEMENT PLAT
 PART OF A TRACT OF LAND IN US SURVEYS 368, 371, 102 AND
 PART OF LOTS 1 TO 8 IN THE CONRAD KROENUNG ESTATE PARTITION,
 IN SURVEY 368 TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE
 FIFTH P.M. CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



<p>DATE: 10-26-07</p>	 <p>Kuhlmann Design Group, Inc.</p> <p>Copyright ©2007 Kuhlmann Design Group, Inc. All rights reserved. 050119-0002 (EASEMENT_BDR)</p>	<p>66 Progress Parkway St. Louis, Missouri 63043 Tel: (314) 621-8898 (618) 234-8898</p> <p>St. Louis, Missouri Belleville, Illinois</p>	<p>LEGEND</p> <p>(C) CALCULATED (R) RECORDED PLAT (D) RECORDED DEED</p> <p>EXHIBIT "A"</p>
<p>SHEET 1 OF 2</p>			

TEMPORARY IRREVOCABLE LICENSE AGREEMENT

THIS TEMPORARY IRREVOCABLE LICENSE AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 2009 by and between ST. CHARLES SAND PLANT, a Missouri corporation with offices located at 14580 Missouri Bottom Road, Bridgeton, Missouri 63044 ("Grantor"); and, the CITY OF CHESTERFIELD, a 3rd class city organized under the Statutes of the State of Missouri with offices located at 690 West Chesterfield Parkway, Chesterfield, Missouri 63017 ("Grantee").

WITNESSETH, that Grantor for and in consideration of the sum of One and No/100 Dollar (\$1.00), the mutual agreements and covenants contained herein and other valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does by these presents grant unto Grantee a temporary irrevocable license, for the period commencing on June 1, 2009 and ending on the earlier to occur of (i) upon the completion of construction of a hiking, biking and walking trail on the existing Monarch-Chesterfield levee structure upon the premises more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Construction Area"); or (ii) December 31, 2016; subject to the following provisions:

1. Grantee shall construct, improve, maintain, repair and replace any improvements within the Construction Area (a) at its sole cost and expense, (b) in a good and workmanlike manner, (c) in strict accordance with all applicable laws, rules and regulations, and (d) subject to all existing recorded reservations, encumbrances, easements and rights of others in and to the Construction Area.

2. In conjunction with its work under this Agreement, Grantee, at its sole cost and expense, shall maintain in good condition and repair the Construction Area, shall remove all trash and rubbish therefrom, shall not permit any liens to attach against the Construction Area or the property of Grantor and shall, prior to the expiration of the license granted hereby, restore the Construction Area to substantially the same condition existing on the date hereof, except and excluding the improvements and alterations made pursuant to that certain Permanent Hiking, Biking and Walking Trail Easement between Grantor and Grantee, executed contemporaneously herewith. Grantee shall take reasonable measures to protect the property of Grantor and to prevent persons from entering the adjacent property owned by

Grantor in conjunction with its work under this Agreement. Any use of the Construction Area by Grantee shall not unreasonably disturb the business activities of Grantor.

3. Grantee will, at its sole cost and expense, promptly repair any damage to the property of Grantor or the Construction Area caused by or arising from the use, under this Agreement, thereof by Grantee, its employees, agents, licensees and invitees and shall restore the damaged area to substantially the condition existing prior to such damage.

4. It is hereby stipulated that excepting only Grantor's rights in and to the Construction Area as herein recited and the Monarch-Chesterfield Levee District's rights in and to the Construction Area, Grantee shall be conclusively deemed to be in exclusive possession and control of the Construction Area.

5. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and no custom, act or forbearance at any time shall impose any additional obligation or liability upon any party or waive or release any party from any default or the performance or fulfillment of any obligation or liability, or operate as against any party as a supplement, alteration, amendment or change of any term or provision specified herein unless set forth in a written instrument duly executed by such party.

6. No person shall acquire any right, title or interest in any portion of the property of Grantor by virtue of this Agreement, except for such rights as are expressly created by this Agreement.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.

8. The provisions contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first above written.

GRANTOR:

.

By: _____

Name: _____

Date: _____

GRANTEE:

THE CITY OF CHESTERFIELD

By: _____

Name: _____

City Administrator

Date: _____

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

On this ____ day of _____, 2009 before me appeared _____, to me personally known, who, being by me duly sworn did say that he/she is the _____ of _____, a Missouri corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have here unto set my hand and affixed my official seal on the day and year first above written.

Notary Public

My Commission Expires:

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

On this ____ day of _____, 2009 before me appeared _____, to me personally known, who, being by me duly sworn did say that he/she is the _____ of the City of Chesterfield, a Missouri corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have here unto set my hand and affixed my official seal on the day and year first above written.

Notary Public

My Commission Expires:

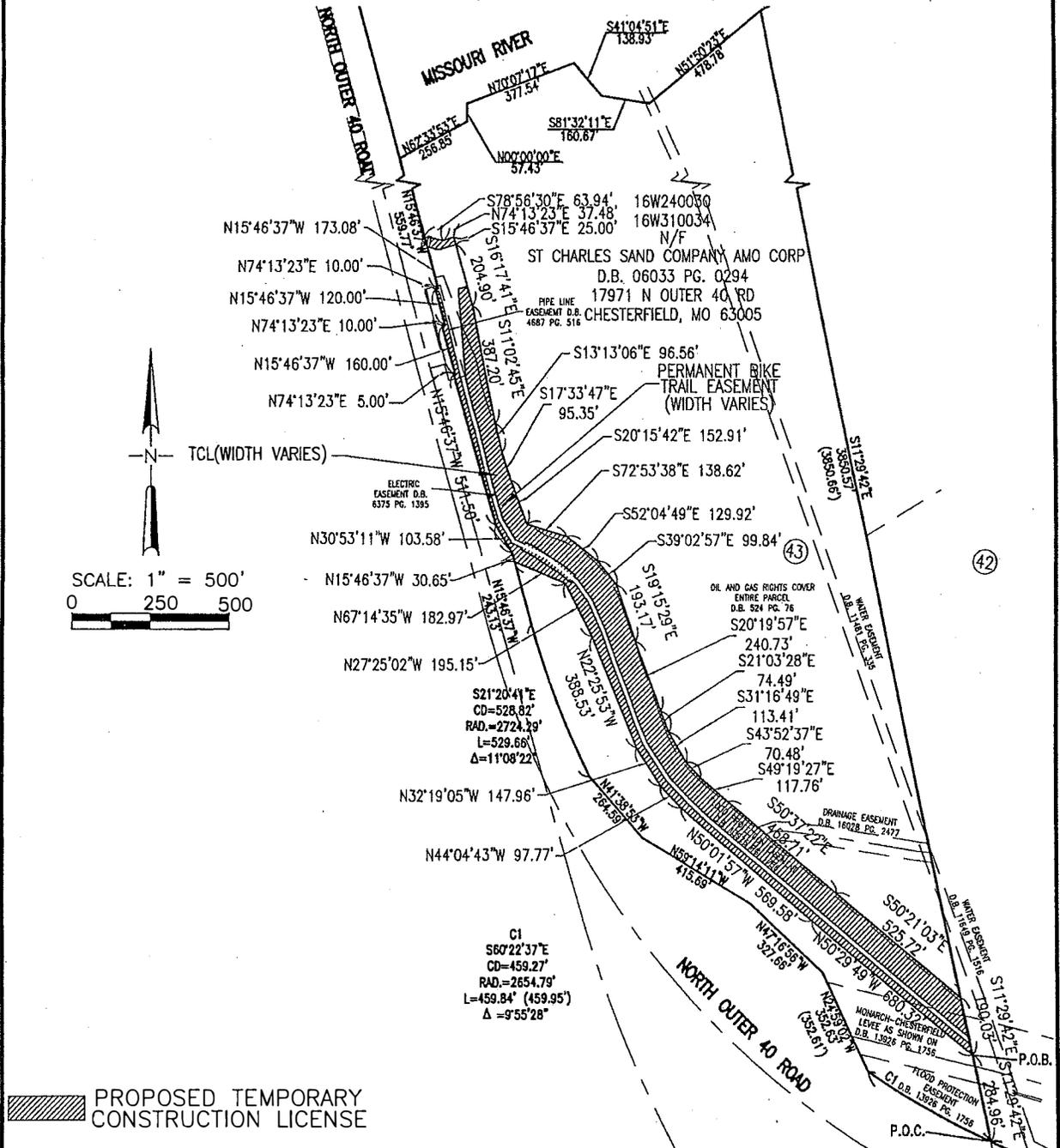
A **TEMPORARY CONSTRUCTION LICENSE** across Part of a tract of land in U.S. Surveys 368, 371, 102, and part of Lots (1) to (8) inclusive of the **Conrad Kroenung Estate Partition**, in Survey 368, Township 45 North, Range 3 East of the 5th P.M., and being more particularly described as follows:

Commencing on Grantor's easterly property line where said line intersects with the northerly right of way line of Interstate 64 (State Route 40TR); **THENCE** North 11 degrees 29 minutes 42 seconds West, 284.96 feet to the **Point of Beginning** of said Temporary Construction License; **THENCE** leaving said easterly line, North 50 degrees 29 minutes 49 seconds West, 680.32 feet; **THENCE** North 50 degrees 01 minutes 57 seconds West, 569.58 feet; **THENCE** North 44 degrees 04 minutes 43 seconds West, 97.77 feet; **THENCE** North 32 degrees 19 minutes 05 seconds West, 147.96 feet; **THENCE** North 22 degrees 25 minutes 53 seconds West, 388.53 feet; **THENCE** North 27 degrees 25 minutes 02 seconds West, 195.15 feet; **THENCE** North 67 degrees 14 minutes 35 seconds West, 182.97 feet to a point on the easterly right of way line of Interstate 64 (State Route 40TR), also being Grantor's westerly property line, **THENCE** on said westerly property line the following nine (9) courses and distances: 1) North 15 degrees 46 minutes 37 seconds West, 30.65 feet; 2) **THENCE** North 30 degrees 53 minutes 11 seconds West, 103.58 feet; 3) **THENCE** North 15 degrees 46 minutes 37 seconds West, 511.50 feet; 4) **THENCE** North 74 degrees 13 minutes 23 seconds East, 5.00 feet; 5) **THENCE** North 15 degrees 46 minutes 37 seconds West, 160.00 feet; 6) **THENCE** North 74 degrees 13 minutes 23 seconds East, 10.00 feet; 7) **THENCE** North 15 degrees 46 minutes 37 seconds West, 120.00 feet; 8) **THENCE** North 74 degrees 13 minutes 23 seconds East, 10.00 feet; 9) **THENCE** North 15 degrees 46 minutes 37 seconds West, 173.08 feet; **THENCE** leaving said westerly property line, South 78 degrees 56 minutes 30 seconds East, 63.94 feet; **Thence** North 74 degrees 13 minutes 23 seconds East, 37.48 feet; **THENCE** South 15 degrees 46 minutes 37 seconds East, 25.00 feet; **THENCE** South 16 degrees 17 minutes 41 seconds East, 204.90 feet; **THENCE** South 11 degrees 02 minutes 45 seconds East, 387.20 feet; **THENCE** South 13 degrees 13 minutes 06 seconds East, 96.56 feet; **THENCE** South 17 degrees 33 minutes 47 seconds East, 95.35 feet; **THENCE** South 20 degrees 15 minutes 42 seconds East, 152.91 feet; **THENCE** South 72 degrees 53 minutes 38 seconds East, 138.62 feet; **THENCE** South 52 degrees 04 minutes 49 seconds East, 129.92 feet; **THENCE** South 39 degrees 02 minutes 57 seconds East, 99.84 feet; **THENCE** South 19 degrees 15 minutes 29 seconds East, 193.17 feet; **THENCE** South 20 degrees 19 minutes 57 seconds East, 240.73 feet; **THENCE** South 21 degrees 03 minutes 28 seconds East, 74.49 feet; **THENCE** South 31 degrees 16 minutes 49 seconds East, 113.41 feet; **THENCE** South 43 degrees 52 minutes 37 seconds East, 70.48 feet; **THENCE** South 49 degrees 19 minutes 27 seconds East, 117.76 feet; **THENCE** South 50 degrees 37 minutes 22 seconds East, 468.71 feet; **THENCE** South 50 degrees 21 minutes 03 seconds East, 525.72 feet to a point on said Grantor's easterly property line; **THENCE** South 11 degrees 29 minutes 42 seconds East on said easterly property line, 190.03 feet to the **Point of Beginning**. **Less and Excepting** that part conveyed as a **PERMANENT BIKE TRAIL EASEMENT** above.

Said **TEMPORARY CONSTRUCTION LICENSE** containing 301,022 square feet, more or less, and being situated in the City of Chesterfield, St. Louis County, Missouri.

TEMPORARY CONSTRUCTION LICENSE PLAT

PART OF A TRACT OF LAND IN US SURVEYS 368, 371, 102 AND PART OF
 LOTS 1 TO 8 IN THE CONRAD KROENUNG ESTATE PARTITION, IN SURVEY 368
 TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE FIFTH P.M.
 CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



<p>DATE: 11-01-07</p>	<p>KdG Kuhlmann Design Group, Inc. Copyright © 2007 Kuhlmann Design Group, Inc. All rights reserved. 050119-0001 (EASEMENT_BDR)</p>	<p>66 Progress Parkway St. Louis, Missouri 63043 Tel: (314) 621-8898 (618) 234-8898 St. Louis, Missouri Belleville, Illinois</p>	<p>LEGEND (C) CALCULATED (R) RECORDED PLAT (D) RECORDED DEED</p> <p>EXHIBIT "B"</p>
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