

BILL NO. 3124

ORDINANCE NO. 2925

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE EASEMENTS FOR VARIOUS UTILITIES IN CONJUNCTION WITH THE DEVELOPMENT OF AN OFFICE BUILDING AT 14730 CONWAY RD. (19R530232).

WHEREAS, MHBK (USA) Leasing and Finance LLC previous dedicated property to the City of Chesterfield, as required by City of Chesterfield Ordinance 2464; and,

WHEREAS, certain utilities have requested easements to install and maintain infrastructure on the property in order to serve the proposed office building at 14730 Conway Rd. (19R530232); and,

WHEREAS, the Department of Public Services has reviewed the requests and has determined that said requests meet all applicable regulations and the easements will have no adverse effect on the City of Chesterfield.

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

Section 1. The City Council of the City of Chesterfield hereby authorizes the Mayor to execute the attached easements as depicted and described in "Exhibit A", "Exhibit B", "Exhibit C" and "Exhibit D" which are attached hereto and made part of hereof.

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

Passed and approved this 5TH day of December, 2016.

Bob Nation
PRESIDING OFFICER

Bob Nation
Bob Nation, MAYOR

ATTEST:

Vickie Hass
Vickie Hass, CITY CLERK

FIRST READING HELD: 11/21/2016

Underground Electric Easement (MO Corporation)

REMS INFORMATION

Agreement ID: UEC-201606-0589

Project ID: 3723

EASEMENT
(Underground Electric)

14730 Conway Road
Chesterfield
Ellisville District

KNOW ALL MEN BY THESE PRESENTS, this _____ day of _____, 20____, that CITY OF CHESTERFIELD, a Missouri municipality, its successors and assigns whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One and No/100ths Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI, a Missouri corporation, its successors, assigns, licensees, agents, lessees, contractors, sub-contractors and tenants (hereinafter "Grantee"), the perpetual right and easement to install, rebuild, use, operate, add to the number of and maintain underground electric and communication line or lines, cables, fixtures, appliances, and equipment appurtenant thereto, including above ground transformers, cabinets and pedestals, upon, over, across and under the following described land, in U.S. Survey 366, Township 45 North, Range 4 East, St. Louis County, Missouri, to-wit:

A twenty (20) foot wide strip of land, being part of Lot 3 of Lands of Samuel Conway Subdivision located in U.S. Survey 366, Township 45 North, Range 4 East per Deed Book 22032, Page 2885 of the St. Louis County, Missouri, Records.

The strip where the Grantee's facilities shall be located hereunder ("Easement Strip") shall be twenty (20) feet wide the centerline of which shall be the centerline of Grantee's facilities, **as actually installed**. Said location shall be, generally and as nearly as practicable, as shown illustrated (or hachured) on the drawing marked Exhibit "A" attached and made a part hereof.

Parcel ID No. 19R530232

together with all rights reasonably implied by and incidental to the exercise and enjoyment of said easement rights, including without limitation the right of ingress and egress to and over the above described easement area and premises of Grantor adjoining the same, for all purposes herein stated; together with the right to trim, control, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, overhanging branches and other obstructions upon, over and under the surface of said easement area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with exercise and enjoyment of Grantee's rights hereunder, or endanger the safety of, said facilities; and the right to license, permit or otherwise agree to the use or occupancy of said easement or any portion thereof or of said facilities by any other person, association or corporation, for the purpose hereinabove set out; and with the further right to remove at any time and from time to time any or all of the said line or lines, and appurtenances thereto located upon, over, across and under said land by virtue hereof.

Grantee shall be responsible for actual damages occurring on the herein described property as a result of the construction, operation, maintenance or repair of Grantee's facilities and shall reimburse the owner thereof for such loss or damages. Grantee shall not be responsible for any indirect, consequential or punitive damages.

The installation of such facilities shall be in accordance with Grantee's Rules and Regulations approved by the Public Service Commission of the State of Missouri. Except as provided therein, the installation, maintenance, replacement, removal and repair of the electric facilities will be at Grantee's expense, together with the obligation to return the surface to grade level.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the above described land and has full right and authority validly to grant this easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

IN WITNESS WHEREOF, CITY OF CHESTERFIELD has caused these presents to be signed by its _____ President.

CITY OF CHESTERFIELD

By: _____
Name: _____
Title: _____

STATE OF MISSOURI
COUNTY OF _____ } SS

On this _____ day of _____, 20____, 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, and that the seal affixed to the foregoing instrument is the city seal of said city and that said instrument was signed and sealed in behalf of said city by authority of its _____, and said _____ acknowledged said instrument to be the free act and deed of said municipality.

My Commission expires _____.

Notary Public

LWP/rst
WR# 21MT629225 & 21MT629476
redocs\seasement\lwp-ug ease-city of chesterfield (14730 conway rd)
06/17/16

EASEMENT FOR WATER PIPE

KNOW ALL MEN BY THESE PRESENTS, on this ___ day of _____, 2016, that the undersigned **City of Chesterfield**, a municipal corporation, ("Grantor"), owner of a tract of land in the Tract 1, Locator Number 18R220570, 14696 Conway Road, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the **Missouri-American Water Company**, a Missouri corporation with offices located at **727 Craig Road, St. Louis, Missouri, 63141**, ("Grantee"), the receipt of which is hereby acknowledged, and for other good and valuable considerations does by these presents grant, sell, convey, and confirm, unto the Missouri-American Water Company, its successors and assigns, the non-exclusive right and easement to lay, repair, replace, and forever maintain its underground water pipes and its accessory hydrants, valves and appurtenant facilities in an easement on the strip or strips of ground described as shown hachured // on the attached "**Water Line Easement**," made a part hereof (the "**Easement Area**"), together with the right to use commercially reasonable additional space adjacent to the above described easement as may be required during any period of construction and maintenance, including the ability and right of ingress and egress, but only over adjacent space not more than ten feet in width contiguous to the Easement Area and only over adjacent space as may be owned by Grantor.

Grantee, its successors and assigns, to have the right to use and control a line or lines of water pipe for the circulation and distribution of water for public or private use under the above described property for all proper purposes connected with the installation, use, maintenance, and replacement of the line of water pipe, and with the attachment thereto of the service lines of its customers. If the water pipe to which the service line connection of Grantor is abandoned the service line and connection will be relocated to another water pipe as directed by Grantee and as reasonably approved by Grantor.

Grantor agrees not to obstruct or interfere with the normal use or maintenance of such pipe line or lines and any connections to the pipe line. Grantor also agrees not to erect or cause to be erected any building or structure within the Easement Area and shall not add or remove any fill or ground in the Easement Area to the extent the fill added or ground removed would cause any damage to such pipeline or lines or any connections to the pipeline without the prior written approval of Grantee.

N/F
 EDMUND V. CONWAY
 DB. 461 PG. 119
 LOC.# 18R220020
 #14698 CONWAY ROAD
CONWAY (V.W. PUBLIC) ROAD

GRAPHIC SCALE



(IN FEET)
 1 inch = 100 ft.

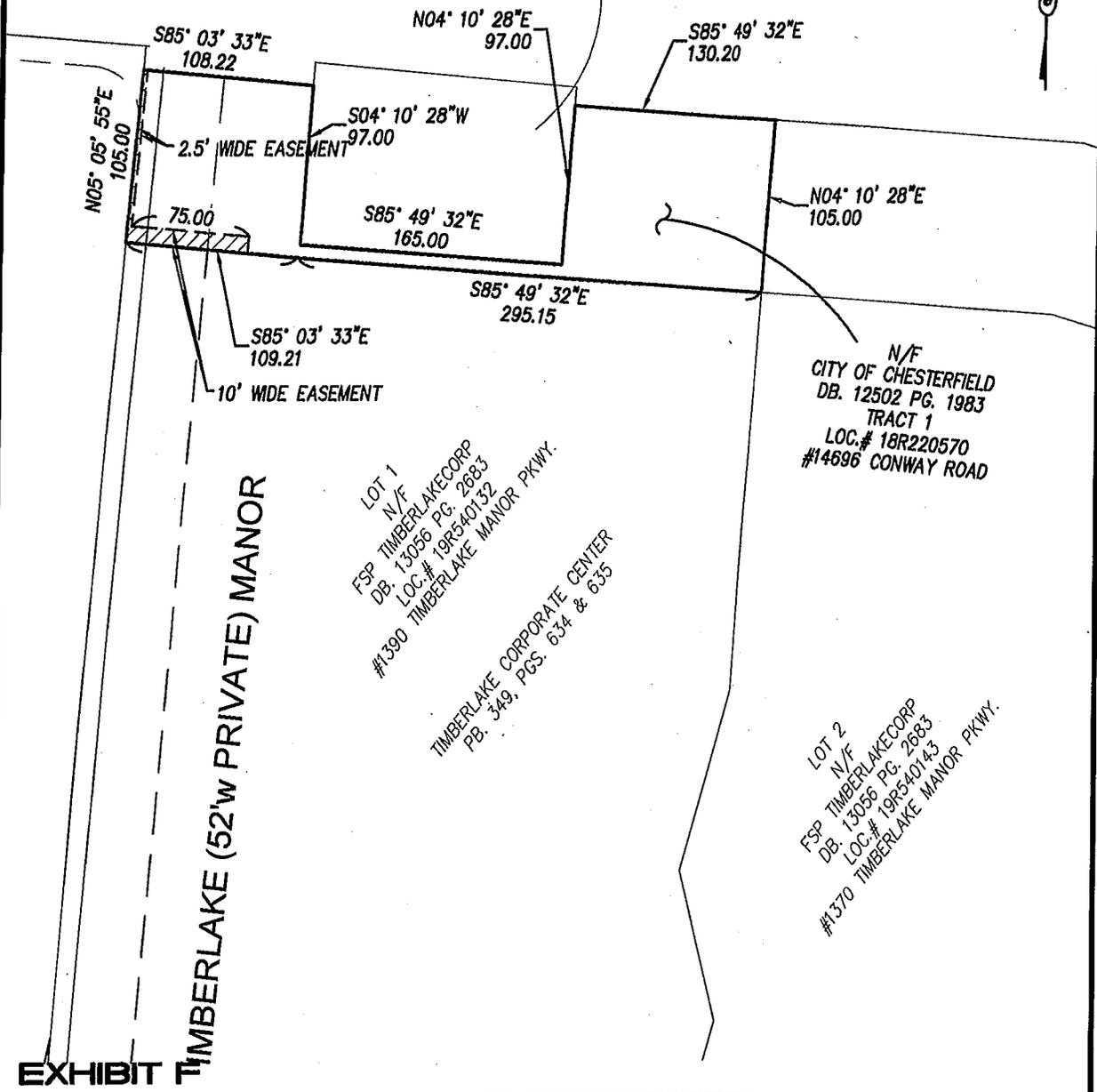


EXHIBIT T

WATER LINE EASEMENT

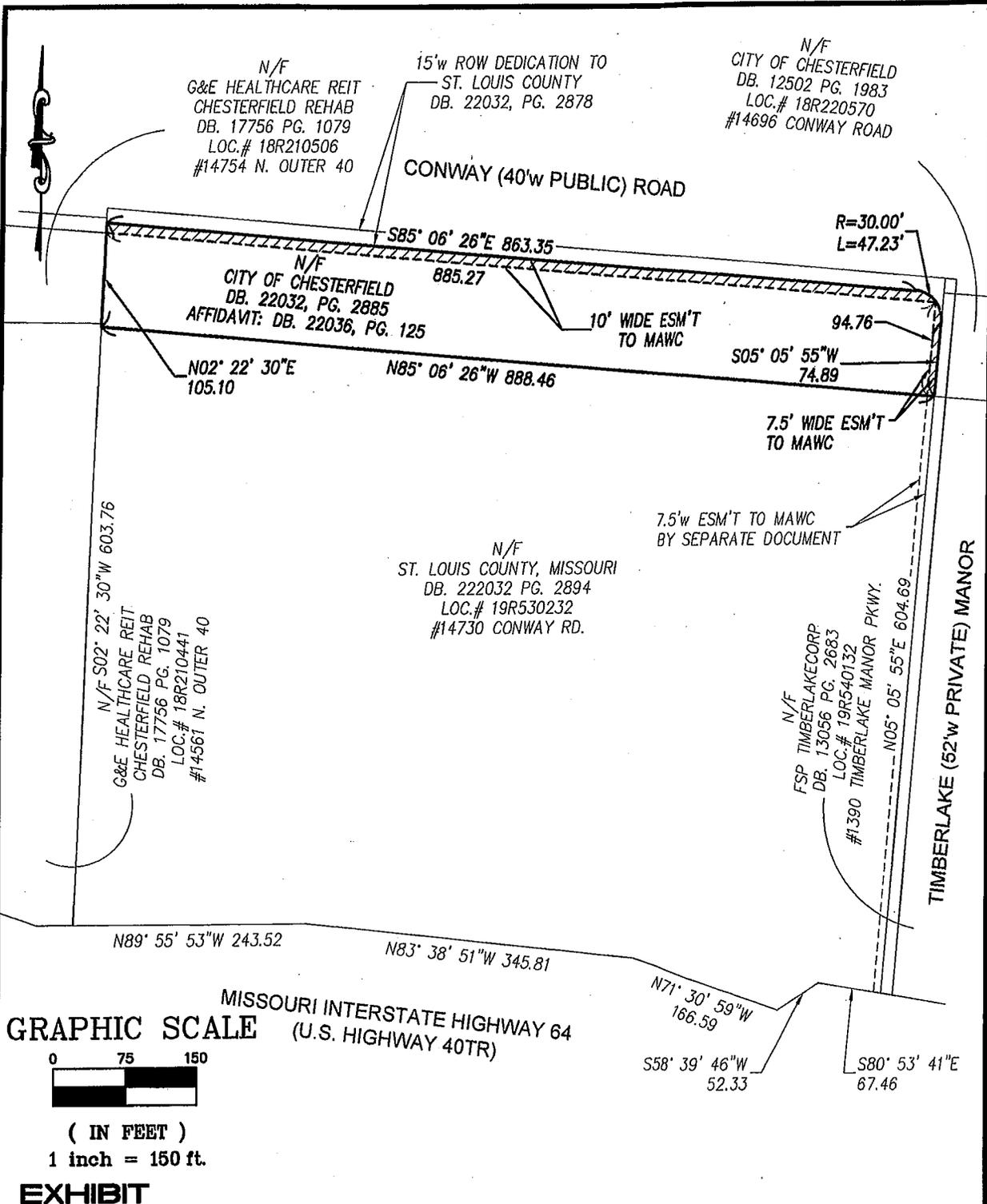
A TRACT OF LAND BEING PART OF LOT 2 OF THE "SUBDIVISION OF LANDS OF SAM CONWAY IN PARTITION", IN U.S. SURVEY 366, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

EASEMENT FOR WATER PIPE

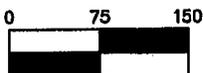
KNOW ALL MEN BY THESE PRESENTS, on this ___ day of _____, 2016, that the undersigned **City of Chesterfield**, a municipal corporation, ("Grantor"), owner of a tract of land in the Samuel Conway Subdivision, Plat Book 22032, Pages 2885-2892, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the **Missouri-American Water Company**, a Missouri corporation with offices located at **727 Craig Road, St. Louis, Missouri, 63141**, ("Grantee"), the receipt of which is hereby acknowledged, and for other good and valuable considerations does by these presents grant, sell, convey, and confirm, unto the Missouri-American Water Company, its successors and assigns, the non-exclusive right and easement to lay, repair, replace, and forever maintain its underground water pipes and its accessory hydrants, valves and appurtenant facilities in an easement on the strip or strips of ground described as shown hachured //// on the attached "**Water Line Easement**," made a part hereof (the "**Easement Area**"), together with the right to use commercially reasonable additional space adjacent to the above described easement as may be required during any period of construction and maintenance, including the ability and right of ingress and egress, but only over adjacent space not more than ten feet in width contiguous to the Easement Area and only over adjacent space as may be owned by Grantor.

Grantee, its successors and assigns, to have the right to use and control a line or lines of water pipe for the circulation and distribution of water for public or private use under the above described property for all proper purposes connected with the installation, use, maintenance, and replacement of the line of water pipe, and with the attachment thereto of the service lines of its customers. If the water pipe to which the service line connection of Grantor is abandoned the service line and connection will be relocated to another water pipe as directed by Grantee and as reasonably approved by Grantor.

Grantor agrees not to obstruct or interfere with the normal use or maintenance of such pipe line or lines and any connections to the pipe line. Grantor also agrees not to erect or cause to be erected any building or structure within the Easement Area and shall not add or remove any fill or ground in the Easement Area to the extent the fill added or ground removed would cause any damage to such pipeline or lines or any connections to the pipeline without the prior written approval of Grantee.



MISSOURI INTERSTATE HIGHWAY 64
 (U.S. HIGHWAY 40TR)



(IN FEET)
 1 inch = 150 ft.

EXHIBIT

WATER LINE EASMENT

A TRACT OF LAND BEING PART OF LOT 3 OF THE SUBDIVISION OF LANDS OF SAMUEL CONWAY AS RECORDED IN PLAT BOOK 9 PAGE 77 (CITY OF ST. LOUIS) LOCATED IN U.S. SURVEY 366, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

EASEMENTSt. Louis County, Missouri
_____, 2016

The City of Chesterfield ("**GRANTOR**"), owner of a tract of land described as follows: The Subdivision of Lands of Samuel Conway, a subdivision filed for record in Plat Book 22032 at Pages 2885-2892 of the St. Louis County, Missouri Records for and in consideration of the sum of ONE AND NO/100 Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto LACLEDE GAS COMPANY, a Missouri corporation ("**GRANTEE**"), whose address is: 700 Market St., St. Louis, MO 63101, its successors, assigns, lessees and tenants forever, the right and easement to construct, operate and maintain a gas distribution system consisting of mains, piping, valves, service connections, appurtenances and above ground structures along with the right to construct, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate and remove a cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, in, under and across the following part of the aforesaid land, namely:

A ten foot (10') wide strip of land in the above parcel as shown on 'Easement Exhibit' and further described on 'Gas Line Easement Description', together with the rights to use additional space adjacent to the above described easement as may be required during construction and the right of ingress to and egress from the above described land and contiguous land owned by **Grantor**. In exercising its rights of access **Grantee** shall whenever practical, use existing roads or lanes.

Grantee, its successors and assigns, will have the right to use and control a line or lines of natural gas pipe for the circulation and distribution of natural gas for public or private use through the above described property for all proper purposes connected with the installation, use, maintenance, and replacement of the line(s) of natural gas pipe, and with the attachment thereto of the service lines of its customers. Furthermore, **Grantee**, its successors and assigns, will have the right to use and control a cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein through the above described property for all proper purposes connected with the installation, use, maintenance, and replacement of the cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein. **Grantee** has the right and privilege of removing at any time, any or all of the cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein without surrendering its easement rights stated herein. **Grantee** has the right and privilege of removing at any time, any or all of the line of natural gas improvements without surrendering its easement rights stated herein. If the natural gas pipe to which the service line connection(s) of the undersigned is abandoned, the service line (s) and the connection(s) may be relocated to another natural gas pipe as directed by **Grantee**.

Grantors shall have the right to use and enjoy the above described lands, except as to the rights herein conveyed. **Grantor** agrees not to obstruct or interfere with the normal use or maintenance of such pipe line or lines and any connections to the same along with cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein. The undersigned also agrees not to erect or cause to be erected any building or structure on said easement and not place fill in excess of five (5) feet on pipeline(s) or cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, or remove overburden (cover) such that pipeline or cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, does not have at least three (3) feet of remaining cover. **Grantee** shall also have the right to clear and keep clear brush, trees, shrubbery, roots and other obstructions which, in **Grantee's** judgment, may interfere with the safe, proper and expeditious laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line(s), lines and facilities, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein or any part thereof, within or upon the above described land.



N/F
G&E HEALTHCARE REIT
CHESTERFIELD REHAB
DB. 17756 PG. 1079
LOC.# 18R210506
#14754 N. OUTER 40

15'w ROW DEDICATION TO
ST. LOUIS COUNTY
DB. 22032, PG. 2878

N/F
CITY OF CHESTERFIELD
DB. 12502 PG. 1983
LOC.# 18R220570
#14696 CONWAY ROAD

P.O.C. 15.01

S85° 06' 26"E 863.35' P.O.B.

N/F 516.51
CITY OF CHESTERFIELD
DB. 22032, PG. 2885
AFFIDAVIT: DB. 22036, PG. 125

AREA
1,050 Sq. Ft. R=30.00'
L=47.232'
CB=N40° 00' 15.5"W
Dist=42.50'

S02° 22' 30"W 105.10 N85° 06' 26"W 888.46'

S05° 05' 55"W 74.89

CENTERLINE 10'w
EASEMENT TO
LACLEDE GAS CO.
S04° 53' 17"W
105.00

S02° 22' 30"W 603.76'

N/F
G&E HEALTHCARE REIT
CHESTERFIELD REHAB
DB. 17756 PG. 1079
LOC.# 18R210441
#14561 N. OUTER 40

N/F
ST. LOUIS COUNTY, MISSOURI
DB. 222032 PG. 2894
LOC.# 19R530232
#14730 CONWAY RD.

N/F
FSP TIMBERLAKECORP
DB. 13056 PG. 2683
LOC.# 19R540132
#1390 TIMBERLAKE MANOR PKWY.

N05° 05' 55"E 604.69'

N89° 55' 53"W 243.52'

N83° 38' 51"W 345.81'

S58° 39' 46"W 52.33'

N71° 30' 59"W 166.59'

S80° 53' 4" 67.46'

MISSOURI INTERSTATE HIGHWAY 64
(U.S. HIGHWAY 40TR)

GRAPHIC SCALE



(IN FEET)
1 inch = 150 ft.

EXHIBIT "A"

EASEMENT EXHIBIT

A TRACT OF LAND BEING PART OF LOT 3 OF THE SUBDIVISION OF LANDS OF SAMUEL CONWAY AS RECORDED IN PLAT BOOK 9 PAGE 77 (CITY OF ST. LOUIS) LOCATED IN U.S. SURVEY 366, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

DATE 10/13/16

5370\SURVEY\EXHIBITS\GAS-ESMNT.DWG

Gas line Easement Description

An easement over and across part of a larger tract of land as conveyed to Roger Kraus by instrument recorded in Book 18395, Page 1346 being part of Lot 3 of the Subdivision of Lands of Samuel Conway, according to the plat thereof as recorded Plat Book 9 Page 77 of the St. Louis City (former County) records, located in US Survey 366, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, being more particularly described as follows:

Commencing at the northwestern corner of above said Kraus tract, said point also being located on the south right-of-way line of Conway Road, 40 feet wide; thence along the west line of said Kraus tract, South 02 degrees 22 minutes 30 seconds West, 15.01 feet to the south line of a 15.00 feet wide tract of land to be dedicated to the St. Louis County, Missouri; thence along said south line, South 85 degrees 06 minutes 26 seconds East, 516.51 feet to the POINT of BEGINNING of the centerline of a 10.00 feet wide gas line easement; thence along said centerline, South 04 degrees 53 minutes 17 seconds West, 105.00 feet to its point of terminus; containing 1,050 square feet, according to calculations performed by Stock & Associates Consulting Engineers, Inc on October 13, 2016