RESOLUTION #228

WHEREAS, the City of Chesterfield has undertaken the development of its Central City Park site; and,

WHEREAS, said development includes the installation of sanitary sewers; and,

WHEREAS, the City has negotiated an agreement with Chesterfield Village, Inc. to tie into an existing sanitary sewer through a sewer easement and that if the future development of the Sachs' site requires future relocation, that the same will be accomplished with the City paying its own expenses for any said relocation.

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

1. The City Administrator is authorized to execute the Relocation Agreement which is marked Exhibit A and attached hereto relative to the sanitary sewer installation and easement with Chesterfield Village, Inc.

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

Passed and approved this 3RD day of NOVEMBER, 1997.

Nancy Greenwood
MAYOR

ATTEST:

Marsha L. DeMay
CITY CLERK

RELOCATION AGREEMENT

COMES NOW the City of Chesterfield, hereinafter referred to as "City", and Chesterfield Village, Inc., hereinafter referred to as "Chesterfield", and memorialize their discussions and agreements as follows:

WHEREAS, City is responsible for construction and installation of sanitary sewer improvements on the strip of ground shown as hachured on the attached Easement Plat marked Exhibit A, and made a part hereof; and

WHEREAS, Chesterfield is desirous of future development of the property on which the easement is to be located; and

WHEREAS, the approved plan by the City and the Metropolitan St. Louis Sewer District calls for the construction of the sanitary sewer within the easement to serve the Chesterfield Central City Park; and

WHEREAS, Chesterfield, at the request of City, will grant the necessary sewer easement to the Metropolitan St. Louis Sewer District as shown on Exhibit A, subject to the provisions of this Agreement.

WHEREAS, the City can not obtain the necessary easement from adjoining property owners.

NOW THEREFORE, in consideration of the matters set forth above, the parties agree as follows:

1. City agrees to remove, relocate and rebuild the sewer at an alternative location at the sole expense of the City in the event the existence and location of the sewer conflicts with or prevents desired development of the property by Chesterfield, as shall be determined by Chesterfield in its sole discretion. Such relocation shall take place within 120 days following the recording by Chesterfield of a replacement sewer easement to the Metropolitan St. Louis Sewer District, pursuant to paragraph 3 below.

2. City agrees, at its sole cost, to pursue vacation of the original easement once the relocated easement is recorded.

3. Chesterfield agrees to provide a necessary and reasonable easement to accommodate said relocated sewer.

4. This Agreement is binding upon and shall inure to the benefit of the successors and assigns of the parties.

5. This Agreement shall be interpreted in accordance with the laws of the State of Missouri.

CITY OF CHESTERFIELD	CHESTERFIELD VILLAGE, INC.
By:_____	By:_____
Title: Mayor	Title:_____
Dated:_____	Dated:_____

E A S E M E N T

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS. That Chesterfield Village, Inc., for and in consideration of the sum of One Dollar ($1.00) and other valuable considerations to it in hand paid by The Metropolitan St. Louis Sewer District, the receipt of which is hereby acknowledged, does hereby give, grant, extend, and confer on The Metropolitan St. Louis Sewer District the exclusive right to build and maintain a sewer or sewers, including stormwater improvements, on the strip or strips of ground described as shown hachured on the attached "Easement Plat" marked Exhibit "A" and made a part hereof, and to use such additional space adjacent to the easement(s) so granted as may be required for working room during the construction, reconstruction, maintenance, or repair of the aforementioned sewer or sewers, including stormwater improvements. The Metropolitan St. Louis Sewer District may from time to time enter upon said premises to construct, reconstruct, maintain, or repair the aforesaid sewer or sewers, including stormwater improvements, and may assign its rights herein to the State, County, City, or other political subdivisions of the State. The easement(s) hereby granted is(are) irrevocable and shall continue forever.

IN WITNESS WHEREOF, the said Chesterfield Village Inc. _____ has caused these presents to be signed by its _____ and its corporate seal to be affixed this _____ day of _____, 19____.

Chesterfield Village, Inc.

By _____

Attest:

_____
Officer

_____
Secretary

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

On this _____ day of _____, 19___, before me appeared _____, to me personally known, who being by me duly sworn, did say he is _____ _____ of _____ and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed 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 herewith set my hand and affixed my notarial seal the day and year first above written. My Commission expires _____.

_____
Notary Public

MSD/ENG. 3.12

EASEMENT

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS, That the City of Chesterfield, for and in consideration of the sum of One Dollar ($1.00) and other valuable considerationsto Chesterfield Village Inc. in hand paid by the City of Chesterfield, the receipt of which is hereby acknowledged, do(es) hereby give, grant, extend, and confer on the City of Chesterfield the exclusive right to build and maintain a sewer or sewers, including Sanitary Sewer improvements, on the strip or strips of ground described as shown hachured on the attached "Easement Plat" marked Exhibit "A" and made a part hereof, and to use such additional space adjacent to the right-of-way so granted as may be required for working room during the construction period. The City of Chesterfield may from time to time enter upon said premises to construct, reconstruct, or maintain the sewers or stormwater improvements aforesaid, and may assign its rights in this easement to the State, County, or other political subdivisions of the State. The right-of-way hereby granted is irrevocable and shall continue forever.

All sanitary sewer easements as dedicated to the City of Chesterfield per the above, shall not be in the possession or control of the City. Nor shall the City be responsible for the maintenance, inspection, alteration, repair, or operation on any sanitary system.

In the event that the existence and location of the sanitary sewer conflicts with or prevents development of the property, the City agrees to remove, relocate, and rebuild the sewer at an alternative location at the sole expense of the City, provided that necessary and reasonable easements are provided to accomodate said relocation.

IN WITNESS WHEREOF, the above named grantor(s) has(ve) signed these presents this ____ day of _____, 19 _____.

Chesterfield Village, Inc.

By: _____

Officer: _____

Attested: _____
Secretary

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

On this _____ day of _____, 19____, before me, the undersigned Notary Public, personally appeared _____ to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public _____