

Introduced by: City Manager Nathan Mai-Lombardo

**AN ORDINANCE OF THE CITY OF BERKELEY, MISSOURI, GRANTING AND EXPANDING A VARIABLE WIDTH ACCESS EASEMENT TO UNION ELECTRIC COMPANY, D/B/A AMEREN MISSOURI OVER A TRACT OF LAND AS CONVEYED TO THE CITY OF BERKELEY AT THE LOCATIONS OF 5838 GARFIELD AVE, 5841 GARFIELD AVE, 5862 N HANLEY RD, AND 6400 WASHINGTON AVE**

**WHEREAS,** to meet the commitment to provide customers safe, reliable, and efficient service, Ameren Missouri is seeking to upgrade the Kinloch Substation (8252-8460 Courtney Avenue) to include feeder (1-5) updates to provide for better reliability, clearance and vegetation management which will help prepare for growth with the Kinloch & Berkeley communities.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERKELEY, MISSOURI, AS FOLLOWS:**

**Section 1.** The City Council of the City of Berkeley hereby declares that it is necessary, reasonable, and proper to grant and expand Access Easement to Union Electric Company d/b/a Ameren Missouri as shown on the attached Exhibits and more fully described as follows:

**Property Description**

**Variable Width Access Easement**

**5838 Garfield Avenue – 12J430908**

A four (4) foot wide strip of land lying within lots 24, 25 and part of lot 26 in Block 34 of Kinloch Park, according to the plat thereof recorded in Plat Book 3, Page 36 in the St. Louis County, Missouri Recorder’s Office.

The strip where the Grantee’s facilities shall be located (hereinafter “Easement Area”) shall be four (4) feet wide and is shown hachured on the drawing marked Exhibit hereto attached and made a part thereof.

**5841 Garfield Avenue – 12K641299**

A varies width wide strip of land lying within lots 47-50 in Block 33 of Kinloch Park, according to the plat thereof recorded in Plat Book 3, Page 36 in the St. Louis County, Missouri Recorder’s Office.

The strip where the Grantee’s facilities shall be located (hereinafter “Easement Area”) shall be varies width and is shown hachured on the drawing marked Exhibit hereto attached and made a part thereof.

**5862 N Hanley Road – 12K641486**

A ten (10) foot wide strip of land lying within vacated 5<sup>th</sup> Avenue, South of Block 32 and North of Block 33 of Kinloch Park, according to the plat thereof recorded in Plat Book 3, Page 36 in the St. Louis County, Missouri Recorder’s Office.

The strip where the Grantee’s facilities shall be located (hereinafter “Easement Area”) shall be ten (10) feet wide and is shown hachured on the drawing marked Exhibit hereto attached and made a part thereof.

**6400 Washington Avenue – 11J112265**

A varies width wide strip of land lying within Jefferson Park as platted in Kinloch Park Subdivision, according to the plat thereof recorded in Plat Book 3, Page 36 in the St. Louis County, Missouri Recorder’s Office.

The strip where the Grantee’s facilities shall be located (hereinafter “Easement Area”) shall be varies width wide and is shown hachured on the drawing marked Exhibit hereto attached and made a part thereof.

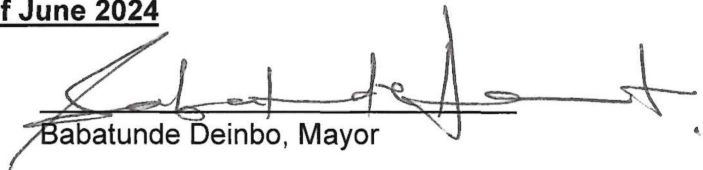
**Section 2.** The agreement will be attached and hereby incorporated herein and made a part of this ordinance, as if fully set out herein.

**Section 3.** This ordinance shall be in full force and effect from and after its passage.


1st Reading this 15<sup>th</sup> day of April 2024

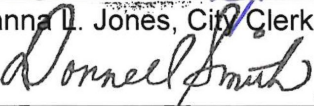
2nd Reading this 15<sup>th</sup> day of April 2024

3rd Reading, PASSED and APPROVED, this 10<sup>th</sup> day of June 2024

  
Babatunde Deinbo, Mayor

ATTEST:

  
Deanna L. Jones, City Clerk

  
Donnell Smith, City Attorney

Approved as to Form:  
Donnell Smith, City Attorney

Final Roll Call:

Councilwoman Verges	Aye ___ Nay ___ Absent <u>X</u> Abstain ___
Councilwoman Williams	Aye <u>X</u> Nay ___ Absent ___ Abstain ___
Councilman Hoskins	Aye <u>X</u> Nay ___ Absent ___ Abstain ___
Councilwoman Anthony	Aye <u>X</u> Nay ___ Absent ___ Abstain ___
Councilman Hindeleh	Aye <u>X</u> Nay ___ Absent ___ Abstain ___
Councilwoman-at-Large Crawford-Graham	Aye ___ Nay ___ Absent <u>X</u> Abstain ___
Mayor Deinbo	Aye <u>X</u> Nay ___ Absent ___ Abstain ___

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**REMS INFORMATION**

Agreement ID: UEC-2024-55284

Project ID: 72229

**EASEMENT**

(Electric)

5838 Garfield Avenue  
Saint Louis, MO 63140  
Gateway Berkeley District  
Locator No.: 12J430908

KNOW ALL MEN BY THESE PRESENTS, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that **CITY OF BERKELEY**, whose address is 8425 Airport Rd, Saint Louis, MO 63134, 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/100th 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 and assigns (hereinafter "Grantee"), a perpetual easement (hereinafter "Easement") with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, replace, use, operate, maintain, patrol, inspect, protect, repair, relocate, modify, add to the number of and remove electric and communication line or lines consisting of poles, guys, anchors, wires, cables, conduits, fixtures, appliances and other appurtenances thereto, including transformers, cabinets, and pedestals (hereinafter individually and collectively "Facilities"), together with all rights and privileges for the exercise and enjoyment of the Easement rights and the authority to extend to any other party the right to use, pursuant to the provisions hereof, upon, over, across and under the following described land in St. Louis County, State of Missouri, to-wit:

A four (4) foot wide strip of land lying within lots 24, 25 and part of lot 26 in Block 34 of Kinloch Park, according to the plat thereof recorded in Plat Book 3, Page 36 in the St. Louis County, Missouri Recorder's Office.

The strip where the Grantee's facilities shall be located (hereinafter "Easement Area") shall be four (4) feet wide and is shown hachured on the drawing marked Exhibit "A" hereto attached and made a part thereof.

Grantor also conveys the right of ingress and egress to and over the Easement Area and premises of Grantor adjoining the same, for all purposes herein stated, together with the right to trim, control the growth, 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, over-hanging 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 the exercise and enjoyment of Grantee's rights hereunder, endanger the safety of the Facilities, or in order for Grantee to maintain compliance with the minimum clearance requirements of the National Electric Safety Code.

Grantee shall be responsible for actual damages (except the trimming, controlling of growth, cutting and removal of trees and other vegetation) occurring as a result of the Grantee's exercise of the Easement rights hereinabove conveyed and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the Easement Area and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the Easement 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.

This Easement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the Grantor has hereunto caused this Easement to be executed on the date hereinabove written.

CITY OF BERKELEY

By:  \_\_\_\_\_  
Signature

Name: Nathan Mai-Lombardo

Title: City Manager

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF Missouri }  
COUNTY OF St. Louis } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

\_\_\_\_\_  
CITY OF BERKELEY

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)			
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Corporate	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partner(s)
<input type="checkbox"/> Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Executor(s)	_____	_____	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Administrator(s)	_____	_____	<input type="checkbox"/> Other (Specify Below):
<input type="checkbox"/> Attorney-In-Fact	_____	_____	_____
<input type="checkbox"/> Conservator(s)	_____	_____	_____
<input type="checkbox"/> Guardian(s)	_____	_____	_____

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

Affix Notary Stamp Below

Prepared By: LaToya L. Franklin  
Senior Real Estate Representative

Return To: LaToya L. Franklin  
1901 Chouteau Avenue-MC 700-Real Estate  
St. Louis, MO 63103  
LFranklin@ameren.com

LLF  
WR#:  
Facility Name:  
OneDrive\Projects\KinlochFeeder1\ease5838Garfield  
04/09/2024

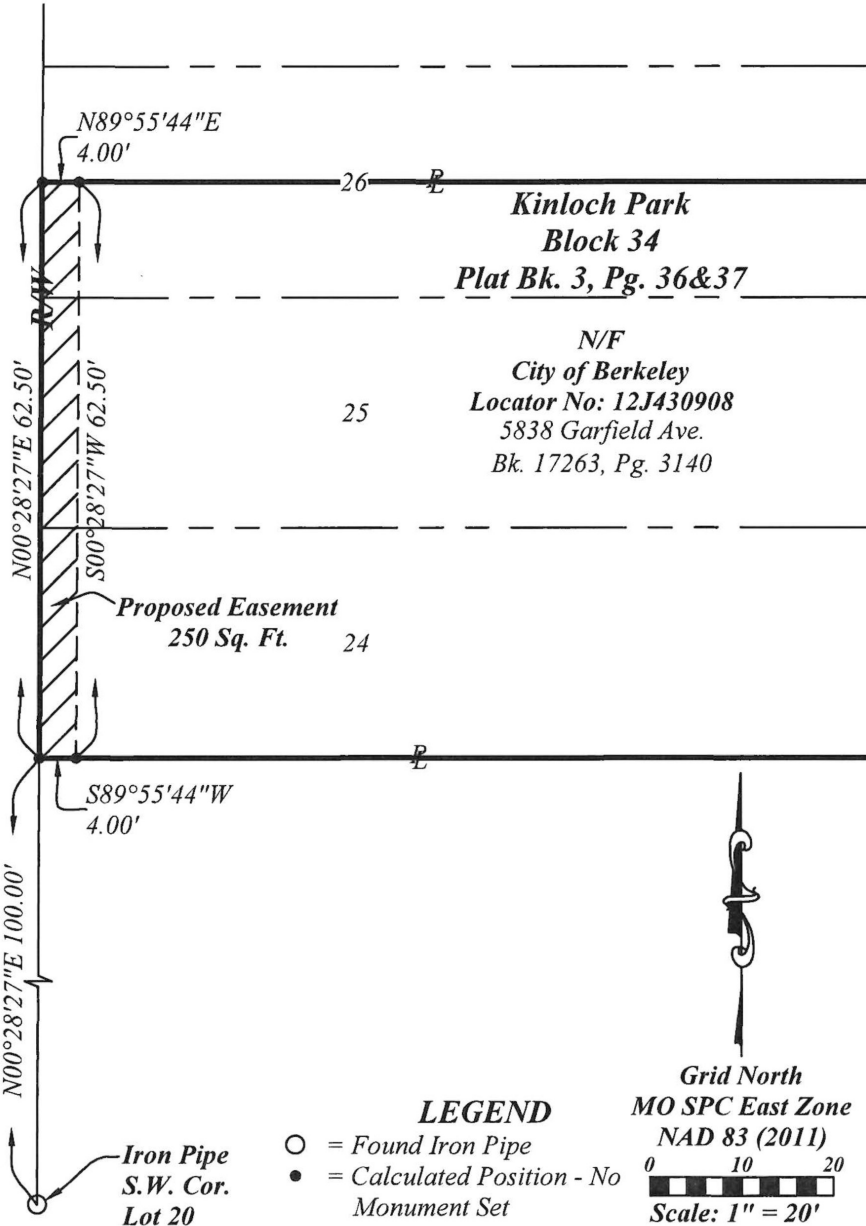
Exhibit 'A'

An easement in, on, upon, along, over, through, across and under part of Lots 24, 25 and 26 in Block 34 of Kinloch Park Subdivision recorded by Plat Bk. 3, Pages 36 and 37 in the St. Louis County, Missouri land records, Fractional Section 10, Township 46 North, Range 6 East of the Fifth Principal Meridian and being more particularly described as follows: Commencing at an iron pipe at the Southwest corner of Lot 20 of said Subdivision on the East line of Garfield Avenue (45 feet wide); Thence North  $00^{\circ}28'27''$  East along said East line a distance of 100.00 feet to the South line of aforesaid Lot 24 being the beginning of the easement herein described; Thence continuing along said East line North  $00^{\circ}28'27''$  East a distance of 62.50 feet; Thence leaving said East line North  $89^{\circ}55'44''$  East along the North line of a tract of land conveyed to the City of Berkeley by deed Book 17263, Page 3140 in aforesaid St. Louis County, Missouri land records a distance of 4.00 feet; Thence leaving said North line South  $00^{\circ}28'27''$  West a distance of 62.50 feet to the South line of aforesaid Lot 24; Thence South  $89^{\circ}55'44''$  West along said South line a distance of 4.00 to the beginning containing 250 square feet.

**Exhibit 'A'**

*Drawing of  
Subject Easement  
Across the  
City of Berkeley  
Property*

*Garfield Ave. (45' Wide)*



*[Signature]*  
2024-05-07

**Sheet 2 of 2**

THIS SKETCH DOES NOT DEPICT A  
BOUNDARY SURVEY

Ameren	Kinloch Feeder 1 County: St. Louis, MO	Job No. BE23549 File No. 12J430908 5838 Garfield Ave City of Berkeley	Date: 05-07-24 Drawn By: SM Reviewed By: DJH/MZ	Zahner & Associates, Inc. 200 Zahner Place Perryville, MO 63775 (573)547-1771
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**REMS INFORMATION**

Agreement ID: UEC-202404-55283

Project ID: 72228

**EASEMENT**

(Electric)

5841 Garfield Avenue  
Saint Louis, MO 63140  
Gateway Berkeley District  
Locator No.: 12K641299

KNOW ALL MEN BY THESE PRESENTS, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that **CITY OF BERKELEY**, whose address is 8425 Airport Rd, Saint Louis, MO 63134, 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/100th 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 and assigns (hereinafter "Grantee"), a perpetual easement (hereinafter "Easement") with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, replace, use, operate, maintain, patrol, inspect, protect, repair, relocate, modify, add to the number of and remove electric and communication line or lines consisting of poles, guys, anchors, wires, cables, conduits, fixtures, appliances and other appurtenances thereto, including transformers, cabinets, and pedestals (hereinafter individually and collectively "Facilities"), together with all rights and privileges for the exercise and enjoyment of the Easement rights and the authority to extend to any other party the right to use, pursuant to the provisions hereof, upon, over, across and under the following described land in St. Louis County, State of Missouri, to-wit:

A varies width wide strip of land lying within lots 47-50 in Block 33 of Kinloch Park, according to the plat thereof recorded in Plat Book 3, Page 36 in the St. Louis County, Missouri Recorder's Office.

The strip where the Grantee's facilities shall be located (hereinafter "Easement Area") shall be varies width wide and is shown hachured on the drawing marked Exhibit "A" hereto attached and made a part thereof.

Grantor also conveys the right of ingress and egress to and over the Easement Area and premises of Grantor adjoining the same, for all purposes herein stated, together with the right to trim, control the growth, 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, over-hanging 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 the exercise and enjoyment of Grantee's rights hereunder, endanger the safety of the Facilities, or in order for Grantee to maintain compliance with the minimum clearance requirements of the National Electric Safety Code.

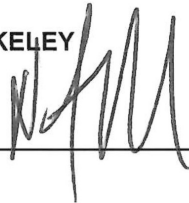
Grantee shall be responsible for actual damages (except the trimming, controlling of growth, cutting and removal of trees and other vegetation) occurring as a result of the Grantee's exercise of the Easement rights hereinabove conveyed and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the Easement Area and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the Easement 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.

This Easement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the Grantor has hereunto caused this Easement to be executed on the date hereinabove written.

CITY OF BERKELEY

By:  \_\_\_\_\_  
Signature

Name: Nathan Mai-Lombardo

Title: City Manager

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF Missouri }  
COUNTY OF St. Louis } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

\_\_\_\_\_  
CITY OF BERKELEY

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)			
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Corporate	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partner(s)
<input type="checkbox"/> Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Executor(s)	_____	_____	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Administrator(s)	_____	_____	<input type="checkbox"/> Other (Specify Below):
<input type="checkbox"/> Attorney-In-Fact	_____	_____	_____
<input type="checkbox"/> Conservator(s)	_____	_____	_____
<input type="checkbox"/> Guardian(s)	_____	_____	_____

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

Affix Notary Stamp Below

Prepared By: LaToya L. Franklin  
Senior Real Estate Representative

Return To: LaToya L. Franklin  
1901 Chouteau Avenue-MC 700-Real Estate  
St. Louis, MO 63103  
LFranklin@ameren.com

LLF  
WR#:  
Facility Name:  
OneDrive\Projects\KinlochFeeder1\lease5841Garfield  
04/09/2024

Exhibit 'A'

An easement in, on, upon, along, over, through, across and under part of Lots 47 thru 50 in Block 33 of Kinloch Park Subdivision recorded as Book 3, Pages 36 and 37 in the St. Louis County, Missouri land records, Fractional Section 10, Township 46 North, Range 6 East of the Fifth Principal Meridian and being more particularly described as follows: Commencing at a cotton picker spindle at the Northwest corner of Lot 23 of said Subdivision and the East line of North Hanley Road; Thence North  $89^{\circ}59'03''$  East along the North line of said Lot 23 a distance of 110.66 feet to the West line of a tract of land conveyed to the City of Berkeley by deed Book 6673, Page 713 recorded in aforesaid St. Louis County, Missouri land records; Thence South  $00^{\circ}33'03''$  West along said West line a distance of 30.00 feet to the South line of an existing easement conveyed to Union Electric Company by deed Book 6276, Page 1161 in said land records and being the beginning of the easement herein described; Thence North  $89^{\circ}59'03''$  East along said South line a distance of 50.09 feet; Thence leaving said South line South  $44^{\circ}25'13''$  West a distance of 67.95 feet; Thence South  $00^{\circ}33'03''$  West a distance of 46.48 feet to the South line of aforesaid Lot 50 in Block 33 of Kinloch Park Subdivision; Thence South  $89^{\circ}59'03''$  West along said South line a distance of 3.00 feet to the West line of aforesaid City of Berkeley tract; Thence North  $00^{\circ}33'03''$  East along said West line a distance of 95.00 feet to the beginning containing 1427 square feet.

# Exhibit 'A'

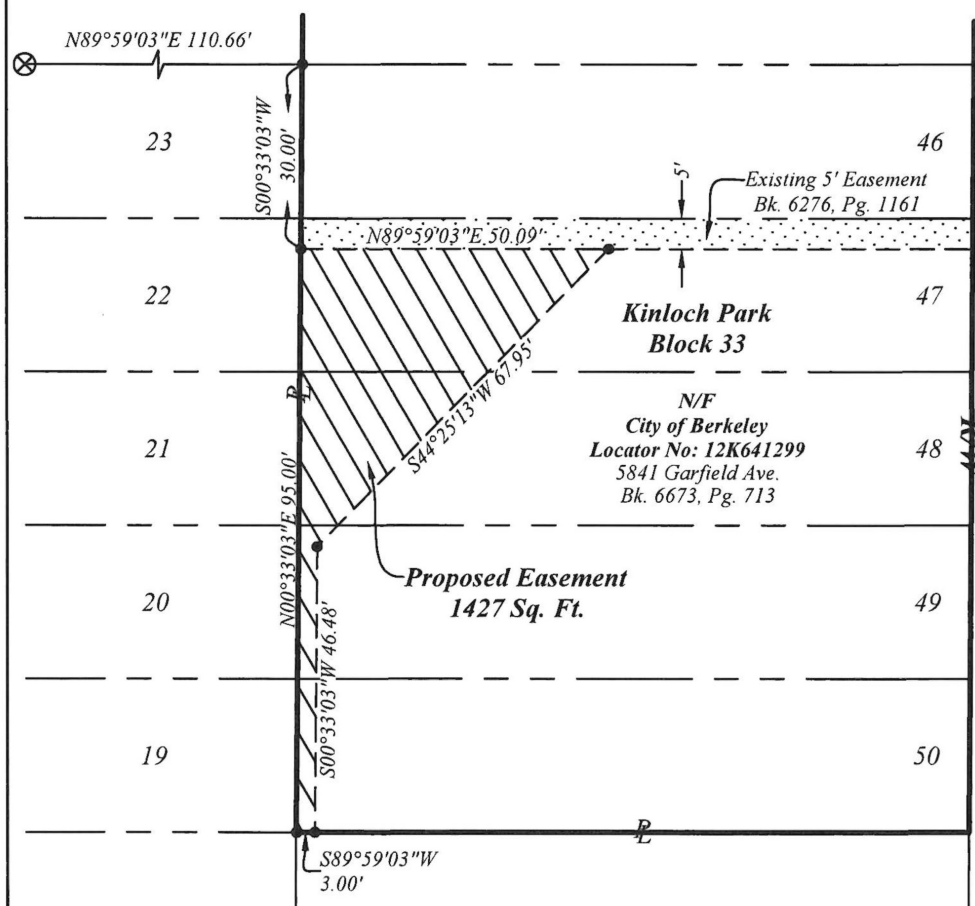
## Drawing of Subject Easement Across the City of Berkeley Property

### LEGEND

- ⊗ = Found Cotton Picker Spindle
- = Calculated Position - No Monument Set

Grid North  
MO SPC East Zone  
NAD 83 (2011)

Scale: 1" = 30'



Garfield Ave. (45' Wide)



*[Signature]*  
2024-05-07

Sheet 2 of 2

THIS SKETCH DOES NOT DEPICT A  
BOUNDARY SURVEY

Ameren	Kinloch Feeder 1 County: St. Louis, MO	Job No. BE23549 File No. 12K641299 5841 Garfield Ave City of Berkeley	Date: 05-07-24 Drawn By: SM Reviewed By: DJH/MZ	Zahner & Associates, Inc. 200 Zahner Place Perryville, MO 63775 (573)547-1771
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**REMS INFORMATION**

Agreement ID: UEC-202404-55282

Project ID: 72227

**EASEMENT**

(Electric)

5862 N. Hanley Rd  
Saint Louis, MO 63134  
Gateway Berkeley District  
Locator No.: 12K641486

KNOW ALL MEN BY THESE PRESENTS, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that **CITY OF BERKELEY**, whose address is 8425 Airport Rd, Saint Louis, MO 63134, 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/100th 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 and assigns (hereinafter "Grantee"), a perpetual easement (hereinafter "Easement") with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, replace, use, operate, maintain, patrol, inspect, protect, repair, relocate, modify, add to the number of and remove electric and communication line or lines consisting of poles, guys, anchors, wires, cables, conduits, fixtures, appliances and other appurtenances thereto, including transformers, cabinets, and pedestals (hereinafter individually and collectively "Facilities"), together with all rights and privileges for the exercise and enjoyment of the Easement rights and the authority to extend to any other party the right to use, pursuant to the provisions hereof, upon, over, across and under the following described land in St. Louis County, State of Missouri, to-wit:

A ten (10) foot wide strip of land lying within vacated 5<sup>th</sup> Avenue, South of Block 32 and North of Block 33 of Kinloch Park, according to the plat thereof recorded in Plat Book 3, Page 36 in the St. Louis County, Missouri Recorder's Office.

The strip where the Grantee's facilities shall be located (hereinafter "Easement Area") shall be ten (10) feet wide and is shown hachured on the drawing marked Exhibit "A" hereto attached and made a part thereof.

Grantor also conveys the right of ingress and egress to and over the Easement Area and premises of Grantor adjoining the same, for all purposes herein stated, together with the right to trim, control the growth, 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, over-hanging 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 the exercise and enjoyment of Grantee's rights hereunder, endanger the safety of the Facilities, or in order for Grantee to maintain compliance with the minimum clearance requirements of the National Electric Safety Code.

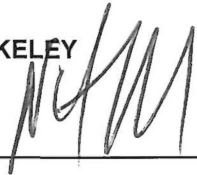
Grantee shall be responsible for actual damages (except the trimming, controlling of growth, cutting and removal of trees and other vegetation) occurring as a result of the Grantee's exercise of the Easement rights hereinabove conveyed and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the Easement Area and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the Easement 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.

This Easement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the Grantor has hereunto caused this Easement to be executed on the date hereinabove written.

CITY OF BERKELEY

By:  \_\_\_\_\_  
Signature

Name: Nathan Mai-Lombardo

Title: City Manager

**ALL PURPOSE NOTARY ACKNOWLEDGMENT**

STATE OF Missouri  
 COUNTY OF St. Louis } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

\_\_\_\_\_  
 CITY OF BERKELEY

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)			
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Corporate	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partner(s)
<input type="checkbox"/> Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Executor(s)	_____	_____	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Administrator(s)	_____	_____	<input type="checkbox"/> Other (Specify Below):
<input type="checkbox"/> Attorney-In-Fact	_____	_____	_____
<input type="checkbox"/> Conservator(s)	_____	_____	_____
<input type="checkbox"/> Guardian(s)	_____	_____	_____

\_\_\_\_\_  
 My Commission Expires

\_\_\_\_\_  
 Notary Public

Affix Notary Stamp Below

Prepared By: LaToya L. Franklin  
 Senior Real Estate Representative

Return To: LaToya L. Franklin  
 1901 Chouteau Avenue-MC 700-Real Estate  
 St. Louis, MO 63103  
 LFranklin@ameren.com

LLF  
 WR#:  
 Facility Name:  
 OneDrive\Projects\KinlochFeeder1\ease5862NHanleyRd  
 04/09/2024

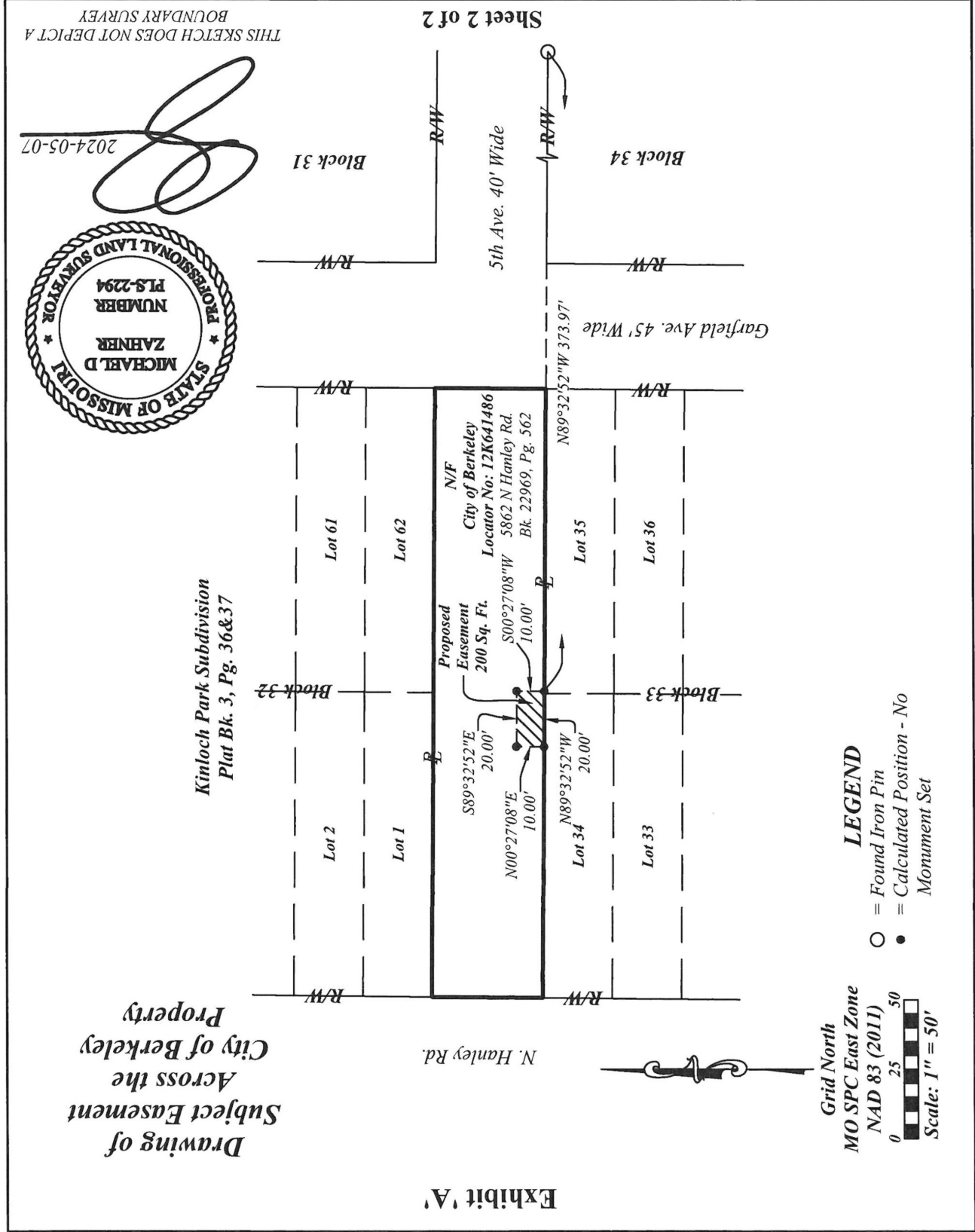
Exhibit 'A'

An easement in, on, upon, along, over, through, across and under part of vacated 5<sup>th</sup> Avenue being a tract of land conveyed to the City of Berkeley recorded by deed Book 22969, Page 562 in the St. Louis County, Missouri land records, Fractional Section 10, Township 46 North, Range 6 East of the Fifth Principal Meridian and being more particularly described as follows:  
Commencing at an iron pin at the Northeast corner of Block 34 of Kinloch Park Subdivision recorded as Plat Book 3, Pages 36 and 37 in said St. Louis County, Missouri land records;  
Thence North 89°32'52" West along the South line of 5<sup>th</sup> Avenue (40 feet wide) a distance of 373.97 feet to the beginning of the easement herein described; Thence continuing along said South line North 89°32'52" West a distance of 20 feet; Thence leaving said South line North 00°27'08" East a distance of 10.00 feet; Thence South 89°32'52" East a distance of 20.00 feet; Thence South 00°27'08" West a distance of 4.00 to the beginning containing 200 square feet.



**Drawing of  
Subject Easement  
Across the  
City of Berkeley  
Property**

**Exhibit 'A'**



**Grid North**  
MO SPC East Zone  
NAD 83 (2011)  
0 25 50  
Scale: 1" = 50'

**LEGEND**  
○ = Found Iron Pin  
● = Calculated Position - No Monument Set



**THIS SKETCH DOES NOT DEPICT A  
BOUNDARY SURVEY**

2024-05-07

Ameren	Job No. BE23549 File No. 12K641486 5862 N Hanley Rd. City of Berkeley	Date: 05-06-24 Drawn By: SM Reviewed By: DJH/MZ	Zahner & Associates, Inc. 200 Zahner Place Perryville, MO 63775 (573)547-1771
--------	--------------------------------------------------------------------------------	-------------------------------------------------------	----------------------------------------------------------------------------------------

County: St. Louis, MO  
Kinloch Feeder 1

Sheet 2 of 2

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**REMS INFORMATION**

Agreement ID: UEC-2024-55285

Project ID: 72231

**EASEMENT**

(Electric)

6400 Washington Avenue  
Saint Louis, MO 63134  
Gateway Berkeley District  
Locator No.: 11J112265

KNOW ALL MEN BY THESE PRESENTS, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that **CITY OF BERKELEY**, whose address is 8425 Airport Rd, Saint Louis, MO 63134, 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/100th 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 and assigns (hereinafter "Grantee"), a perpetual easement (hereinafter "Easement") with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, replace, use, operate, maintain, patrol, inspect, protect, repair, relocate, modify, add to the number of and remove electric and communication line or lines consisting of poles, guys, anchors, wires, cables, conduits, fixtures, appliances and other appurtenances thereto, including transformers, cabinets, and pedestals (hereinafter individually and collectively "Facilities"), together with all rights and privileges for the exercise and enjoyment of the Easement rights and the authority to extend to any other party the right to use, pursuant to the provisions hereof, upon, over, across and under the following described land in St. Louis County, State of Missouri, to-wit:

A varies width wide strip of land lying within Jefferson Park as platted in Kinloch Park Subdivision, according to the plat thereof recorded in Plat Book 3, Page 36 in the St. Louis County, Missouri Recorder's Office.

The strip where the Grantee's facilities shall be located (hereinafter "Easement Area") shall be varies width wide and is shown hachured on the drawing marked Exhibit "A" hereto attached and made a part thereof.

Grantor also conveys the right of ingress and egress to and over the Easement Area and premises of Grantor adjoining the same, for all purposes herein stated, together with the right to trim, control the growth, 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, over-hanging 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 the exercise and enjoyment of Grantee's rights hereunder, endanger the safety of the Facilities, or in order for Grantee to maintain compliance with the minimum clearance requirements of the National Electric Safety Code.

Grantee shall be responsible for actual damages (except the trimming, controlling of growth, cutting and removal of trees and other vegetation) occurring as a result of the Grantee's exercise of the Easement rights hereinabove conveyed and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the Easement Area and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the Easement 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.

This Easement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the Grantor has hereunto caused this Easement to be executed on the date hereinabove written.

CITY OF BERKELEY

By:   
Signature

Name: Nathan Mai-Lombardo

Title: City Manager

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF Missouri }  
COUNTY OF St. Louis } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

\_\_\_\_\_  
CITY OF BERKELEY

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)			
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Corporate	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partner(s)
<input type="checkbox"/> Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Executor(s)	_____	_____	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Administrator(s)	_____	_____	<input type="checkbox"/> Other (Specify Below):
<input type="checkbox"/> Attorney-In-Fact	_____	_____	_____
<input type="checkbox"/> Conservator(s)	_____	_____	_____
<input type="checkbox"/> Guardian(s)	_____	_____	_____

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

Affix Notary Stamp Below

Prepared By: LaToya L. Franklin  
Senior Real Estate Representative

Return To: LaToya L. Franklin  
1901 Chouteau Avenue-MC 700-Real Estate  
St. Louis, MO 63103  
LFranklin@ameren.com

LLF  
WR#:  
Facility Name:  
OneDrive\Projects\KinlochFeeder5\lease6400Washington  
04/09/2024

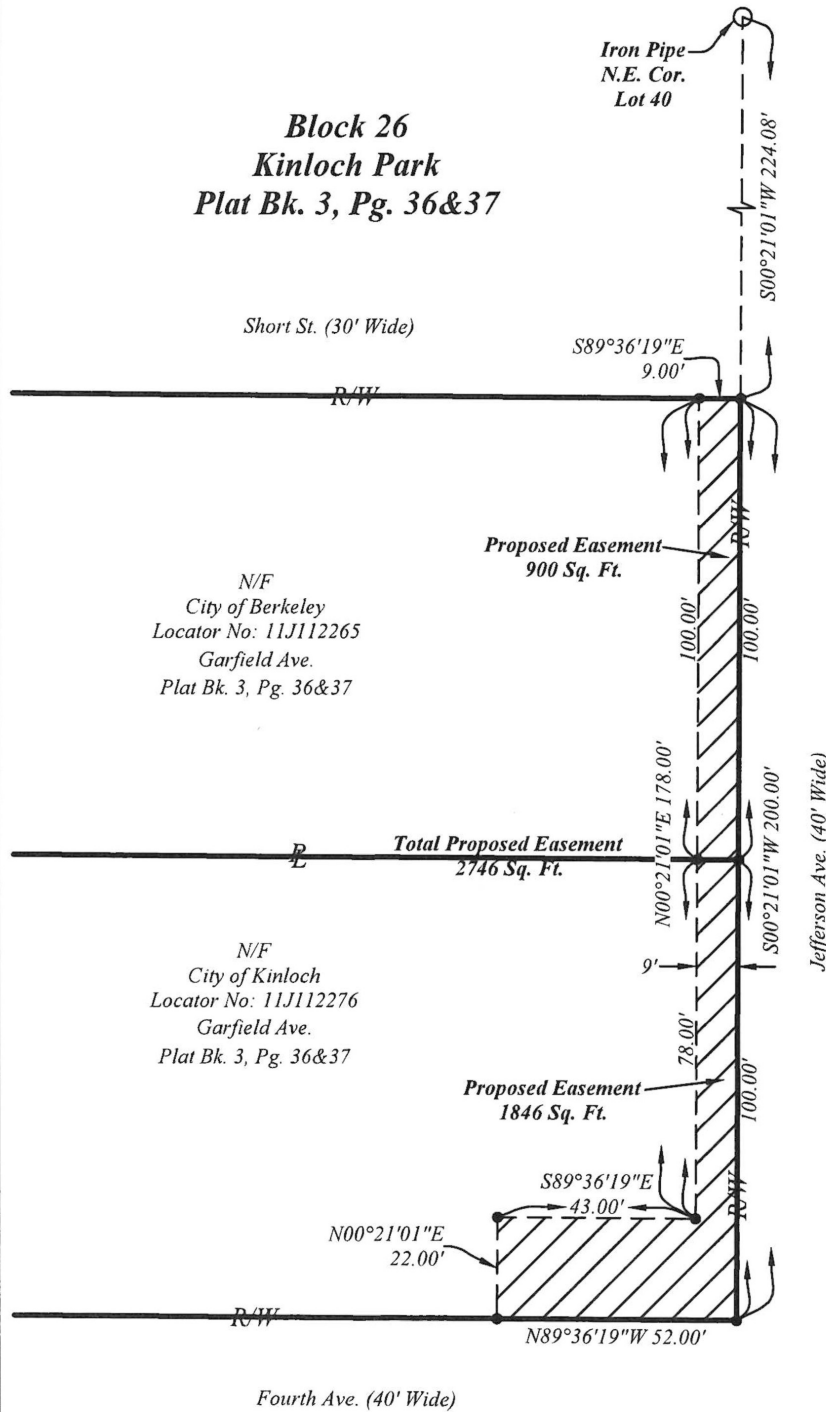
Exhibit 'A'

An easement in, on, upon, along, over, through, across and under part of Short Park (f./k./a. Jefferson Park) in Block 26 of Kinloch Park Subdivision recorded as Plat Book 3, Pages 36 and 37 in the St. Louis County, Missouri land records, Fractional Section 10, Township 46 North, Range 6 East of the Fifth Principal Meridian and being more particularly described as follows: Commencing at an iron pipe at the Northeast corner of Lot 40 in said Block 26 and the West line of Jefferson Avenue (40 feet wide); Thence South  $00^{\circ}21'01''$  West along said West line a distance of 224.08 feet to the North line of aforesaid Short Park and being the beginning of the easement herein described; Thence continuing along said West line South  $00^{\circ}21'01''$  West a distance of 200 feet to the South line of said Short Park; Thence along said South line North  $89^{\circ}36'19''$  West a distance of 52.00 feet; Thence leaving said South line North  $00^{\circ}21'01''$  East a distance of 22.00 feet; Thence South  $89^{\circ}36'19''$  East a distance of 43.00 feet; Thence North  $00^{\circ}21'01''$  East a distance of 178.00 feet to the North line of aforesaid Short Park; Thence South  $89^{\circ}36'19''$  East along said North line a distance of 9.00 feet to the beginning containing 2,746 square feet.

**Exhibit 'A'**

**Block 26  
Kinloch Park  
Plat Bk. 3, Pg. 36&37**

**Drawing of  
Subject Easement  
Across the  
City of Berkeley  
Property**



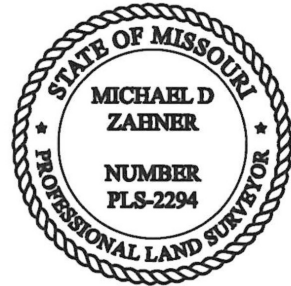
Grid North  
MO SPC East Zone  
NAD 83 (2011)

0 20 40

Scale: 1" = 40'

**LEGEND**

- = Found Iron Pipe
- = Calculated Position - No Monument Set



*[Signature]*  
2024-05-07

THIS SKETCH DOES NOT DEPICT A  
BOUNDARY SURVEY

Ameren	Kinloch Feeder 1 County: St. Louis, MO	Job No. BE23549 File No. 11J112265 City of Berkeley 11J112276 City of Kinloch	Date: 05-07-24 Drawn By: SM Reviewed By: DJH/MZ	Zahner & Associates, Inc. 200 Zahner Place Perryville, MO 63775 (573)547-1771
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