BILL NO.: 6502

INTRODUCED BY: ALDERWOMAN PARKER TICE

ALDERWOMAN SIMS ALDERMAN GOULD ALDERMAN ERGER ALDERMAN PLUFKA
ALDERMAN WEGGE
ALDERMAN LOCHMOELLER
ALDERWOMAN HARTER

AN ORDINANCE APPROVING AN AGREEMENT AND EASEMENT WITH THE METROPOLITAN ST. LOUIS SEWER DISTRICT.

WHEREAS, the Metropolitan St. Louis Sewer District needs an easement through the Brentwood Wetland Arboretum for their Webster Groves Trunk E Sanitary Relief Project;

NOW, THEREFORE BE IT ORDAINED, by the Board of Aldermen of the City of Brentwood, Missouri, as follows:

SECTION 1: The Board of Aldermen approves an agreement and easement with MSD in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this Ordinance and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The Mayor, City Administrator and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this Ordinance.

SECTION 2: This Ordinance shall be in full force and effect from and after the date of its passage and approval according to law.

PASSED BY THE BOARD OF ALDERMEN THIS 20TH DAY OF MAY 2024.

David A. Dimmitt, Presiding Officer

BILL NO.: 6502

APPROVED BY THE MAYOR THIS 20TH DAY OF MAY 2024

David A. Dimmitt, Mayor

ATTEST:

Kelle Silvey, Deputy City Clerk

1st Reading: May 20, 2024 2nd Reading: May 20, 2024

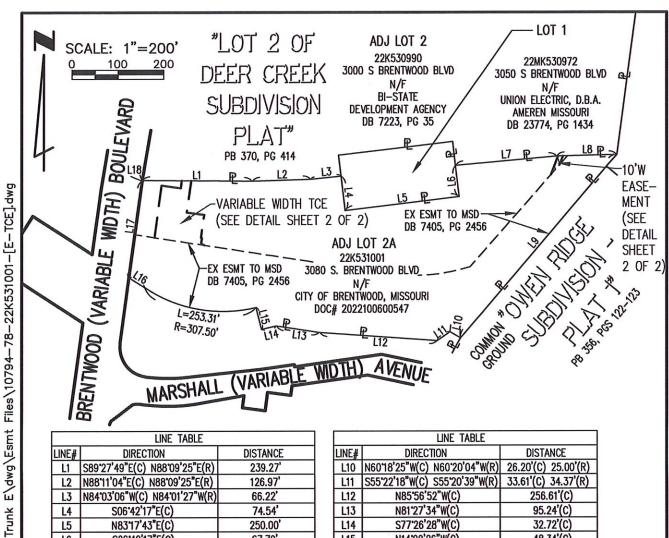
EASEMENT

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS, that <u>City of Brentwood</u>, 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, replace, 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.

Also, granted and conferred upon The Metropolitan St. Louis Sewer District by this instrument is a temporary construction easement shown but not hachured giving The Metropolitan St. Louis Sewer District the right to use certain areas, designated on Exhibit "A" as temporary construction easement area, including ingress and egress, the right to remove trees, shrubs, and bushes, grade, excavate and fill as necessary to build said sewer(s) and/or stormwater improvements and to perform all other related construction, including temporary relocated utilities for this project. The temporary construction easement hereby granted shall become null and void upon the completion of this project.

IN WITNESS WHEREOF, the said City of Bren	ntwood has caused these presents to be signed by
its <u>Mayor</u> this <u>219</u> day of <u>May</u> , 20 <u>24</u> .	
0	City of Drontwood
	City of Brentwood
	By 2
Attact	
Attest:	David Dimmitt, Mayor
Sign Name	
Print Name Kelle Silvey / Secretary	
STATE OF MISSOURI)	
) SS.	
COUNTY OF ST. LOUIS)	
On this 2/5tday of May,	2024, before me appeared David Dimmitt, to me
personally known, who being by me duly sworn, die	d say he is Mayor of Brentwood and that said
instrument was signed in behalf of said corporation by	authority of its Board of Alderman, and said David
<u>Dimmitt</u> acknowledged said instrument to be the free ac	ct and deed of said corporation.
IN TESTIMONY WHEREOF I have horowith	set my hand and affixed my notarial seal the day
	set my hand and anixed my hotalial seal the day
My Commission expires 10.5. 2024	
my commission expires	genia wit
, , , , , , , , , , , , , , , , , , ,	Notary Public
MSD/ENG. 3.10 – Corp – Esmt & TOP J STUDIO	T . TC///
mission & All	Jessica J Stutte
1 3.00,0.00.202 Tolin I	
EZ NOTADY CEAL	
NOTARY SECTION ST. Louis 8:05	
My Commission expires 10.5.2024. MSD/ENG. 3.10 – Corp – Esmt & TOMINING SEAL NOTARY SEAL NOTARY SEAL	Notary Public Jessica J Stutte



LINE TABLE	
DIRECTION	DISTANCE
S89'27'49"E(C) N88'09'25"E(R)	239.27
N8811'04"E(C) N88'09'25"E(R)	126.97'
N84'03'06"W(C) N84'01'27"W(R)	66.22'
S06'42'17"E(C)	74.54
N8317'43"E(C)	250.00'
S06°42'17"E(C)	67.79'
N84'44'57"E(C) N84'43'18"E(R)	220.41'
N88'43'46"E(C) N88'42'07"E(R)	130.01
S40'38'01"W(C) S40'42'53"W(R)	519.95'(C) 519.45'(R)
	DIRECTION S89'27'49"E(C) N88'09'25"E(R) N88'11'04"E(C) N88'09'25"E(R) N84'03'06"W(C) N84'01'27"W(R) S06'42'17"E(C) N83'17'43"E(C) S06'42'17"E(C) N84'44'57"E(C) N84'43'18"E(R) N88'43'46"E(C) N88'42'07"E(R)

LINE TABLE		
LINE#	DIRECTION	DISTANCE
L10	N6018'25"W(C) N60'20'04"W(R)	
L11	S55°22'18"W(C) S55°20'39"W(R)	33.61'(C) 34.37'(R)
L12	N85°56'52"W(C)	256.61'(C)
L13	N81°27'34"W(C)	95.24'(C)
L14	S77*26'28"W(C)	32.72'(C)
L15	N14'09'26"W(C)	48.34'(C)
L16	N57°53'35"W(C)	40.28'
L17	N07°49'09"E(C)	211.05'
L18	N1070'00"E(C)	1.19'

LEGEND

(C)-CALCULATED

(R)-RECORD

TCE-TEMPORARY CONSTRUCTION **EASEMENT**

INITIAL:

EXHIBIT "A"

ADJ. LOT 2A OF "LOT 2 OF DEER CREEK SUBDIVISION PLAT", PLAT BOOK 370, PAGE 414 BRENTWOOD, ST. LOUIS COUNTY, MISSOURI

EASEMENT PLAT

SABUR SURVEYING, INC.

(SHEET 1 OF 2)

1751 ASHBY RD ST. LOUIS, MO 63114

(314) 428-1414 Authority No.

LS-293-D

Duane R. Burrell, P.L.S. Missouri License No. 2459

Date: 3/27/2024



3/27/24

Projects\22-106_Webster 2024 at 10:23:11 PM

Plotted by SABUR591 on March 2. C:\Users\SABUR591\Desktop\My

REVIEWED

By sjantosik at 9:48 am, Apr 02, 2024

10794-78-22K531001-[E-TCE]

RELIEF (SKME-628) PHASE 1 (10794) SANITARY ш TRUNK GROVES

MEBSTER

N88'09'25"E(R) N88'11'04"E(C) 126.97

<u>_</u>; =60

WEBSTER GROVES TRUNK E SANITARY RELIEF (SKME-628) PHASE 1 (10794)

FYOR

By sjantosik at 9:48 am, Apr 02, 2024



Metropolitan St. Louis Sewer District

2350 Market Street St. Louis, MO 63103-2555 314-768-6200 www.msdprojectclear.org

May 8, 2024

City of Brentwood Bola Akande 2348 S. Brentwood Blvd Brentwood, MO. 63144

RE:

Sewer Easement

MSD Project #10794

Webster Groves Trunk E Sanitary Relief (SKME-628) Phase 1 and Phase II For property located at: 3080 S Brentwood Blvd St. Louis MO 63144

Parcel #78 - County Locator #22K-53-1001

Dear Bola Akande:

In exchange for the granting of an easement across part of your property, the Metropolitan St. Louis Sewer District ("MSD") agrees to the following:

- 1. MSD's Contractor is required by the contract with MSD to protect and avoid damage to all private property along the line of work, and shall repair, replace or compensate for any damage to improvements; such as retaining walls, fences, pavements, landscaping, or any other property disturbed or damaged as a result of the construction on the above project. Normally, however, trees, shrubs and plants within the easement lines may be removed and not replaced unless otherwise shown on the plans or provided in the Project Specifications. MSD will enforce these and all other provisions of its contract with the Contractor.
- 2. MSD will need to use this property for both the Webster Groves Trunk E. Sanitary Relief (SKME-628) Phase I (anticipated construction time August 2024 July 2025) and Webster Groves Trunk E. Sanitary Relief (SKME-628) Phase II (anticipated construction start time Winter 2025/Spring 2026)

3. Phase I

a. Notice & Contractor Communication:

- i. MSD's Contractor shall meet with you no less than <u>thirty</u> (30) days prior to commencing construction activities on the Property.
- ii. MSD's Contractor shall notify you no less than seven (7) days prior to commencing construction activities on the Property.
- iii. Upon commencement of construction activities on the Property, MSD's Contractor shall be required to provide you with monthly status reports.

b. Fencing

i. MSD's Contractor shall install and maintain a 60" chain link fence shown at the location on attached "EXHIBIT A"

c. Spoils protection

i. If any excavated dirt is stored/stockpiled longer than two (2) weeks and will be reused onsite, it shall be cover cropped with a seed mix approved by the City of Brentwood.

d. Use of Temporary Construction Easement (TCE)

i. MSD's Contractor shall only use the portion of TCE shown on "EXHIBIT A" for ingress/egress. No stockpiling of materials or equipment will be allowed in this area.

4. Phase II

a. Notice & Contractor Communication:

- i. MSD's Contractor shall meet with you no less than thirty (30) days prior to commencing construction activities on the Property.
- ii. MSD's Contractor shall notify you no less than seven (7) days prior to commencing construction activities on the Property.
- iii. Upon commencement of construction activities on the Property, MSD's Contractor shall be required to provide you with monthly status reports.

b. Fencing

i. MSD's Contractor shall install and maintain a 60" chain link fence shown at the location on attached "EXHIBIT B"

c. Spoils protection

 If any excavated dirt is stored/stockpiled longer than two (2) weeks and will be reused onsite, it shall be cover cropped with a seed mix approved by the City of Brentwood.

5. Restoration - Phase I & Phase II

i. Temporary Restoration

- 1. MSD's Contractor shall <u>Seed & Straw</u> all the impacted areas disturbed as part of this project.
- 2. The Seed Mix shall be approved by the City of Brentwood.

ii. Permanent Restoration

- 1. MSD shall pay the City of Brentwood \$27,215.00 to purchase the desired seed mix and plant the seed mix over the area disturbed by these projects, at a time deemed appropriate by the City of Brentwood
- 2. Total area = 59,711sf

6. Payment

- a. MSD will make a one-time payment to you in the amount of \$17,162.00 for the necessary easement rights.
- b. Restoration Payment Phase I & II = \$27,215.00
- c. Total Payment \$44,377.00

If you have any questions or if I can be of assistance, please call me at 314-768-6268.

Sincerely,

Craig Berry

Craig Berry Right-Of-Way Agent

