

BILL NO. _____

ORDINANCE NO. 23-44

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ATTEST TO THE CITY'S ACCEPTANCE OF CERTAIN PROPERTY FROM LOVE'S TRAVEL STOPS & COUNTRY STORES, INC. FOR A UTILITY EASEMENT, WHICH SAID PROPERTY IS PARTICULARLY SET FORTH IN THE ATTACHED UTILITY EASEMENT DEED.

WHEREAS, Love's Travel Stops & Country Stores, Inc. is scheduled to close on the purchase of the property depicted in Exhibit 2 on December 8, 2023, and prior thereto requires the City accept the form of the easements referenced herein as part of the Transportation Development District formed by the Circuit Court of Madison County, Case No. 23MD-CC00019, on November 1, 2023, that requires improvements and infrastructures including installation of a public lift station and force main on the property referenced herein.

WHEREAS, Love's Travel Stops & Country Stores, Inc. is dedicating to the City of Fredericktown, Missouri, a utility easement described in the Utility Easement Deed attached hereto as Exhibit 1; and

WHEREAS, Love's Travel Stops & Country Stores, Inc. is also dedicating to the City of Fredericktown, Missouri, a 20 foot access easement to the utility easement as depicted in Exhibit 2; however, the legal description of said access easement is still in the process of being prepared;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF FREDERICKTOWN, MISSOURI, AS FOLLOWS:

Section 1. The Mayor and Board of Aldermen of the City of Fredericktown, Missouri, have determined that the acceptance of the utility easement granted by Love's Travel Stops & Country Stores, Inc. is in the best interest of the citizens of the City of Fredericktown and do hereby accept the permanent easements in substantially the form of the deed which is attached hereto, subject to all of the terms and conditions therein expressed and subject to the condition that the easement deed includes a specific legal description of an access easement to the utility easement as depicted in Exhibit 2.

Section 2. The Mayor and the City Clerk of the City of Fredericktown, Missouri, be and they are hereby authorized to do all acts and execute all instruments appropriate or necessary to accept the above easements and to effectuate the City's obligations contained therein.

Section 3. The City Clerk of the City of Fredericktown, Missouri, is hereby directed to file the Permanent Easement Deed with the Recorder of Deeds of Madison County, Missouri.

Section 4. This ordinance shall take effect and be in force from and after its passage and approval.

THIS ORDINANCE having been read in full this 6th day of December, 2023, the Board of Aldermen voted as follows:


Long	<u>ayz</u>	Brown	<u>ayz</u>
Polete	<u>ayz</u>	Miller	<u>ayz</u>
Jones	<u>ayz</u>	Shankle	<u>ayz</u>

THIS ORDINANCE having been read in ~~full~~ the second time on this 6th day of December, 2023, the Board of Aldermen voted as follows:

Long	<u>ayz</u>	Brown	<u>ayz</u>
Polete	<u>ayz</u>	Miller	<u>ayz</u>
Jones	<u>ayz</u>	Shankle	<u>ayz</u>

PASSED AND APPROVED this 6th day of December, 2023, by 6 ayes,
0 nays, 0 abstentions, 0, and 0 absentees.

CITY OF FREDERICKTOWN, MISSOURI

By: 
Travis Parker, Mayor

ATTEST:



Theresa Harbison, City Clerk

Exhibit 1

UTILITY EASEMENT DEED

THIS DEED, made and entered into this _____ day of _____, 2023, by and between, **LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.**, an Oklahoma corporation 10601 N Pennsylvania Ave, Oklahoma City, Oklahoma 73120-4108, **Grantor**, and **CITY OF FREDERICKTOWN, MISSOURI**, a municipal corporation, of P. O. Box 549, City of Fredericktown, County of Madison, State of Missouri, **Grantee**.

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar and Other Good and Valuable Consideration paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents **GRANT AND CONVEY** unto the said Grantee, **AN EASEMENT** for the following purposes:

To construct, reconstruct, maintain, repair, replace, remove and operate on or above the surface, or underground, sanitary sewer utilities and services of whatsoever kind and necessary appurtenances thereto over, upon, across, under, in and through the real estate more particularly described in Exhibit A beginning on page 4 attached hereto and incorporated herein and depicted on Exhibit B situated in the County of Madison and State of Missouri.

TO HAVE AND TO HOLD the said **EASEMENT**, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to its successors, heirs and assigns forever.

IN CONSIDERATION OF THE FOREGOING, the parties mutually agree as follows:

1. The Grantee agrees that the use hereby granted shall be limited exclusively to utility facilities and uses incidental thereto.

2. The Grantors hereby reserve the right to use the easement premises in any manner that will not prevent or interfere with the exercise by the Grantee of the rights granted hereunder; provided, however, that the Grantors shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of the Grantee.

3. The Grantors agree that the Grantee may assign the rights granted to it hereunder to any assignee who demonstrates sufficient competence and gives adequate assurances that any work to be performed pursuant to such assignment shall be conducted in a skillful manner, and that the owners' interest in the easement premises shall be protected to the same extent as hereunder.

4. The Grantor agrees that the Grantee has the perpetual right to enter in and upon all streets, roads, highways and access roads abutting or upon said land for access to the above strip of land.

5. The Grantor agrees that the Grantee has the perpetual right to cut, trim, or otherwise control the growth of trees and/or brush located within or adjacent to the above strip of land which may interfere with or threaten to endanger the above described facilities, and/or the operation and maintenance thereof, to clear and keep cleared all structures, buildings, improvements and fire hazards located within the above described easement (said hazards or obstructions shall not be interpreted to include fences or cultivated crops other than growing trees, hedges, etc., that might reach such heights as to become a hazard to the City's facilities thereon).

IN WITNESS WHEREOF, the said Grantors have executed these presents the day and year first above written.

Love's Travel Stops & Country Stores, Inc.

(seal)

By: _____

ATTEST:

By: _____

STATE OF OKLAHOMA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2023, before me, the undersigned notary, personally appeared _____, personally known to me to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as _____ for Love's Travel Stops & Country Stores, Inc., a corporation, and acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year first above written.

_____, Notary Public
State of Oklahoma
County of _____
Commission No. _____
Commission Expires: _____

Exhibit A

Tract 1:

BEING A VARIABLE WIDTH EASEMENT FOR SANITARY SEWER PURPOSES LOCATED ON PART OF UNITED STATES SURVEY #3087, BEING PART OF SECTION 12, TOWNSHIP 33 NORTH, RANGE 6 EAST LOCATED IN MADISON COUNTY, MISSOURI AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF MADISON COUNTY ROAD 517 (OLD MISSOURI ROUTE H), MARKING THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN DEED BOOK 259 AT PAGE 150 - TRACT 10; THENCE ALONG SAID EAST LINE SOUTH 25 DEGREES 44 MINUTES 44 SECONDS WEST, A DISTANCE OF 1039.00 FEET;

THENCE CONTINUING ALONG SAID EAST LINE SOUTH 28 DEGREES 54 MINUTES 13 SECONDS EAST, A DISTANCE OF 97.18 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MISSOURI STATE ROAD NO. 72;

THENCE DEPARTING THE EAST RIGHT-OF-WAY LINE OF MADISON COUNTY ROAD 517 AND CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE SOUTH 61 DEGREES 02 MINUTES 08 SECONDS EAST, A DISTANCE OF 101.28 FEET;

THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE NORTH 40 DEGREES 52 MINUTES 06 SECONDS EAST, A DISTANCE OF 539.87 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT AREA;

THENCE NORTH 40 DEGREES 52 MINUTES 06 SECONDS EAST, A DISTANCE OF 20.00 FEET

THENCE SOUTH 49 DEGREES 07 MINUTES 54 SECONDS EAST, A DISTANCE OF 119.62 FEET;

THENCE NORTH 40 DEGREES 52 MINUTES 06 SECONDS EAST, A DISTANCE OF 23.93 FEET;

THENCE NORTH 56 DEGREES 13 MINUTES 14 SECONDS EAST, A DISTANCE OF 61.75 FEET;

THENCE SOUTH 49 DEGREES 07 MINUTES 54 SECONDS EAST, A DISTANCE OF 21.39 FEET;

THENCE SOUTH 56 DEGREES 07 MINUTES 03 SECONDS WEST, A DISTANCE OF 62.80 FEET;

THENCE SOUTH 49 DEGREES 07 MINUTES 54 SECONDS EAST, A DISTANCE OF 3.49 FEET;

THENCE SOUTH 40 DEGREES 52 MINUTES 06 SECONDS WEST, A DISTANCE OF 36.00 FEET;

THENCE NORTH 49 DEGREES 07 MINUTES 54 SECONDS WEST, A DISTANCE OF 13.71 FEET;

THENCE SOUTH 40 DEGREES 52 MINUTES 06 SECONDS WEST, A DISTANCE OF 6.88 FEET;

THENCE NORTH 49 DEGREES 07 MINUTES 54 SECONDS WEST, A DISTANCE OF 130.62 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,656 SQUARE FEET, MORE OR LESS. SUBJECT TO ALL RIGHTS-OF-WAY OF RECORD.

Tract 2: Access easement to access Tract 1 described as follows: (legal description to be inserted describing the 20 foot strip shown on Exhibit 2 as marked with the red line parallel to the property line from Hwy 72 to the sewer easement location.)

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MISSOURI BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RESTORATION OF ALL ADJACENT WATERSHEDS.
7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE SYSTEMS THROUGHOUT CONSTRUCTION.
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20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RESTORATION OF ALL ADJACENT WATERSHEDS.

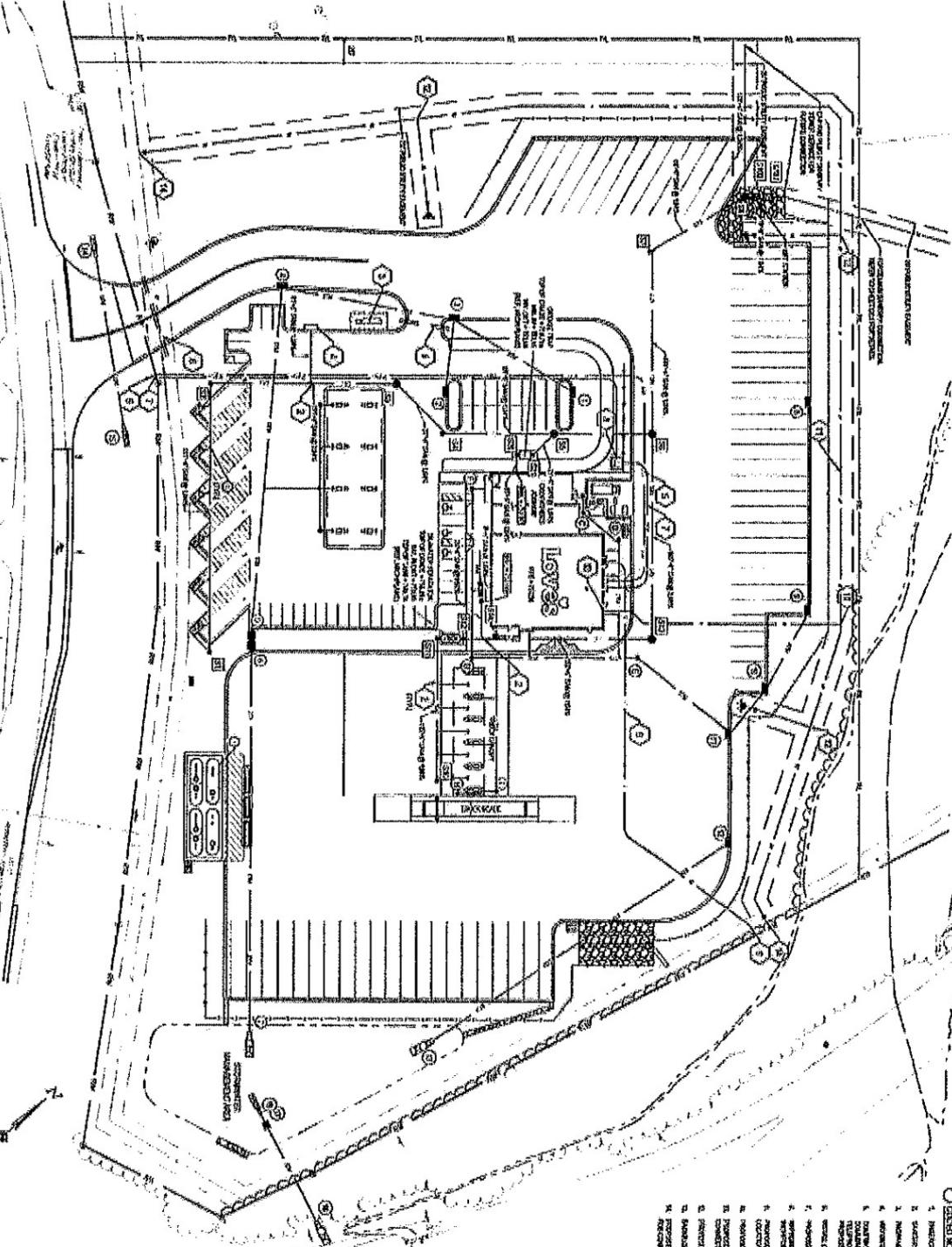
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30. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RESTORATION OF ALL ADJACENT WATERSHEDS.



MISSOURI ONE CALL SYSTEM

30 DAYS BEFORE THE START OF CONSTRUCTION, THE CONTRACTOR SHALL CALL 800-452-4529 TO REPORT ALL UTILITIES TO BE EXCAVATED OR DISTURBED. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL UTILITIES LOCATED AND DEPT. CONTACT INFORMATION THROUGHOUT CONSTRUCTION.

NO.	UTILITIES	DEPT. CONTACT
1	Electric	800-452-4529
2	Gas	800-452-4529
3	Water	800-452-4529
4	Sewer	800-452-4529
5	Telephone	800-452-4529
6	Cable	800-452-4529
7	Other	800-452-4529



GENERAL NOTES

1. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE SYSTEMS THROUGHOUT CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RESTORATION OF ALL ADJACENT WATERSHEDS.
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LOVE'S TRAVEL STOPS

FREDERICKTOWN, MO

NORTHWEST CORNER OF HWY 272 & HWY 67

54942 FREDERICKTOWN, MO

CEISO

2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100

Exhibit 2