

**AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTATION FOR AN EASEMENT AGREEMENT WITH ST. LOUIS COMMUNITY COLLEGE – WILDWOOD, FOR A 33-FOOT-WIDE ROADWAY EASEMENT FOR FUTURE PUBLIC USE.**

**WHEREAS**, St. Louis Community College ("Grantor") owns certain real property located within the City of Wildwood ("City"), of which a portion of it abuts and has frontage onto this community's Manchester Road right-of-way, where a previous dedication by the Grantor has created an area for improved access to the Property; and

**WHEREAS**, the City, with the construction of a new, 150,000 square foot building on the campus, sought additional access into and out of this Property, given its safety and circulation concerns, with the acknowledgement that the current and future improvements on it are all to be served by a single ingress and egress to them, while secondary service is via a right-out only curb cut onto State Route 109 at a hillcrest and sweeping turn (Turkey Track Road); and

**WHEREAS**, this discussion concluded with the Grantor agreeing to provide a roadway easement to the City, from Manchester Road to the parking areas of the campus, for future use, if needed, as herein described and in the form of the attached **Exhibit A**, with such being incorporated herein for all purposes (the "Driveway" and "Easement Area"); and

**WHEREAS**, Grantor desires to dedicate this Easement Area to the City for public purposes, with the certain conditions set forth in the Agreement relating to its use for the Driveway, specifically in regards to timing, assessment of need, approval processes, workmanship, and responsibilities therein for its construction costs and on-going maintenance; and

**WHEREAS**, the City hereby accepts the grant of the Easement Area, which again is subject to the provisions set forth in this Agreement; and

**WHEREAS**, it is in the public interest for the City to accept the conveyance of the Easement Area.

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

**Section One.** The City Council of the City of Wildwood, Missouri hereby authorizes the Mayor of the City of Wildwood, Missouri to execute any and all documents and/or legal papers for the acceptance and conveyance of the Easement Area from Grantor to the City for its use in association with ingress and egress needs to the SLCC Property.

**Section Two.** The Easement Area, in substantially the form as shown herein as described herein on **Exhibit A** and shown thereon, is hereby approved by the City Council of the City of Wildwood, Missouri.

**Section Three.** The City hereby agrees that, if and when the Easement Area is developed for a Driveway, it will comply with the conditions set forth as part the Agreement, as stipulated in Section Two of it.

**Section Four.** This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

This Bill was passed and approved this 11th day of March, 2024, by the Council of the City of Wildwood after having been read by title or in full two times prior to passage.

  
\_\_\_\_\_  
Presiding Officer

ATTEST:

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
James R. Bowlin, Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

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Space above this line for Recorder's Use Only

**TITLE OF DOCUMENT:** **EASEMENT AGREEMENT**

**DATE OF DOCUMENT:** February 22, 2024

**GRANTOR:** **St. Louis Community College**

Mailing Address: 3221 McKelvey Rd.  
Bridgeton, Missouri 63044

**GRANTEE:** **City of Wildwood, Missouri**

Mailing Address: 16860 Main St.  
Wildwood, Missouri 63040

**LEGAL DESCRIPTION:** See attached Exhibit A

This cover page is attached solely for the purpose of complying with the requirements stated in Section 59.310.2, RSMo. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached document. In the event of a conflict between the provision of the attached document and the provisions of this cover page, the attached document shall prevail and control.

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 22<sup>nd</sup> day of February 2024 (the "Effective Date") by and between St. Louis Community College, a community college and political subdivision of the State of Missouri ("SLCC"), whose address is 3221 McKelvey Rd., Bridgeton, MO 63044, and the City of Wildwood, Missouri, a charter city in the State of Missouri (the "City").

WITNESSETH THAT, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SLCC and the City hereby agree as follows:

1. Ownership of Easement Property. SLCC is the owner of certain real property located in Wildwood, Missouri (the "SLCC Property"). SLCC desires to construct certain improvements on the SLCC Property as shown on that certain Site Development Plan, dated May 26, 2023, approved on the condition that SLCC adhere to the provisions set forth below, a copy of which is on file in the office of the City Clerk and incorporated by reference herein (the "Site Plan").

2. Grant and Construction of Easement by SLCC.

a. The City requires that SLCC agree, and SLCC does hereby agree, that in the event that, following the completion of the improvements depicted in the Site Plan, SLCC performs any activity necessary to erect, build up, or create additional future improvements on the SLCC Property ("Future Improvements") and a transportation impact analysis ("TIA") conducted at such time indicates that an additional access point for vehicular and pedestrian traffic is necessary to accommodate such Future Improvements, SLCC shall construct on the SLCC Property a centerline thirty (30) foot wide driveway intended for vehicular and pedestrian access (the "Driveway"), as more particularly described and depicted on Exhibit A (together with the Roadway, the "Easement Area"), attached hereto and incorporated by reference, herein.

b. In the event the City determines that for public safety reasons, the Driveway should be constructed within the Easement Area prior to the addition of any Future Improvements, then, subject to the City obtaining the prior written approval of the SLCC Board of Trustees, the City shall have the right, at the City's sole cost and expense, and subject to and in accordance with all of the terms, provisions and limitations of this Agreement, and SLCC's approval, to construct the Driveway within the Easement Area, and SLCC hereby grants to the City a non-exclusive easement on, over and across the Easement Area for ingress and egress to and from the SLCC Property and Manchester Road, a public roadway, for such purpose only. The use of the Easement Area in accordance with this Agreement shall be limited to reasonable motor vehicles (including emergency vehicles) and pedestrian traffic that does not unreasonably interfere with the use, occupancy, possession or operations of the SLCC Property as a community college.

c. In the event the City constructs the Driveway within the Easement Area, such construction shall be performed in a good and workmanlike manner, lien free, and in accordance with all applicable laws and shall be performed in such a manner so as to cause minimal disruption to the SLCC Property.

3. Certain Rights Reserved. Nothing herein shall be deemed to prohibit or limit SLCC's right to construct the Driveway within the Easement Area at any time prior to the existence of any Future Improvement.

4. Termination of Easement.

a. In the event SLCC constructs the Driveway within the Easement Area, this Agreement shall automatically terminate and be of no further force or effect.

b. If completion of the Driveway within the Easement Area has not concluded by December 31, 2044, this Agreement shall automatically terminate and be of no further force or effect.

5. Covenants Running with the Land. The terms and conditions of this Agreement, unless otherwise provided, shall be binding upon and shall inure to the benefit of SLCC, the City, the successors and assigns of the parties hereto, the SLCC Property and all subsequent owners of the SLCC Property, and shall run with the land. By the recordation of this Agreement, all conditions, terms and obligations of this Agreement are effective as to and binding on the parties. The City shall have no right to assign its rights under this Agreement to any third party.

6. Maintenance of Easement. In the event the Driveway is constructed by the City, SLCC and the City will come together at such later time to determine the role(s) and responsibilities of each party in connection with the maintenance of the Driveway. Notwithstanding the foregoing, in the event that the Driveway is used as a public street of the City, where the general public is permitted to travel, the City shall be responsible for maintaining, repairing, and cleaning the Driveway at its sole cost and discretion; SLCC shall be responsible for maintenance only if the Driveway is used as a private drive, restricted to SLCC for its sole use and discretion.

7. Governing Laws. This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of Missouri.

8. Amendment. This Agreement may be amended only by a written agreement executed by both the owner of the SLCC Property and the City.

9. Counterparts. This Agreement may be executed in several counterparts. All counterparts so executed shall constitute one agreement and shall be binding on all parties, even though all the parties did not sign the original or the same counterpart signature page.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

SLCC:  
ST. LOUIS COMMUNITY COLLEGE

CITY:  
CITY OF WILDWOOD, MISSOURI

By: Mark W. Swadener

By: Jim Bowlin

Name: Mark W. Swadener

Name: Jim Bowlin

Title: Vice Chancellor for Finance, CFO

Title: Mayor

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

On this 21<sup>st</sup> day of February, 2024, before me appeared Mark Swadener personally known, who, being by me duly sworn did say that he/she is the VCF/CFO of **Louis Community College**, and that said instrument was signed and sealed in behalf of said Community College by authority of its Board of Trustees and said person acknowledged said instrument to be the free act and deed of said Community College.

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.

My Commission Expires: 10/11/2024

[Signature]  
Notary Public



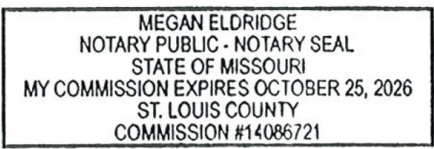
STATE OF MISSOURI )  
  ) SS  
COUNTY OF ST. LOUIS )

On this 21<sup>st</sup> day of March, 2024, before me appeared James R. Bowlin, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **City of Wildwood, Missouri**, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed in behalf of said City, by authority of its City Council; and said James R. Bowlin acknowledged said instrument to be the free act and deed of said City.

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

My Commission Expires: 10/25/26

Megan Eldridge  
Notary Public



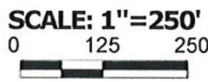
**EXHIBIT A**  
**Legal Description of Easement Area**

[See attached.]

**LEGEND**

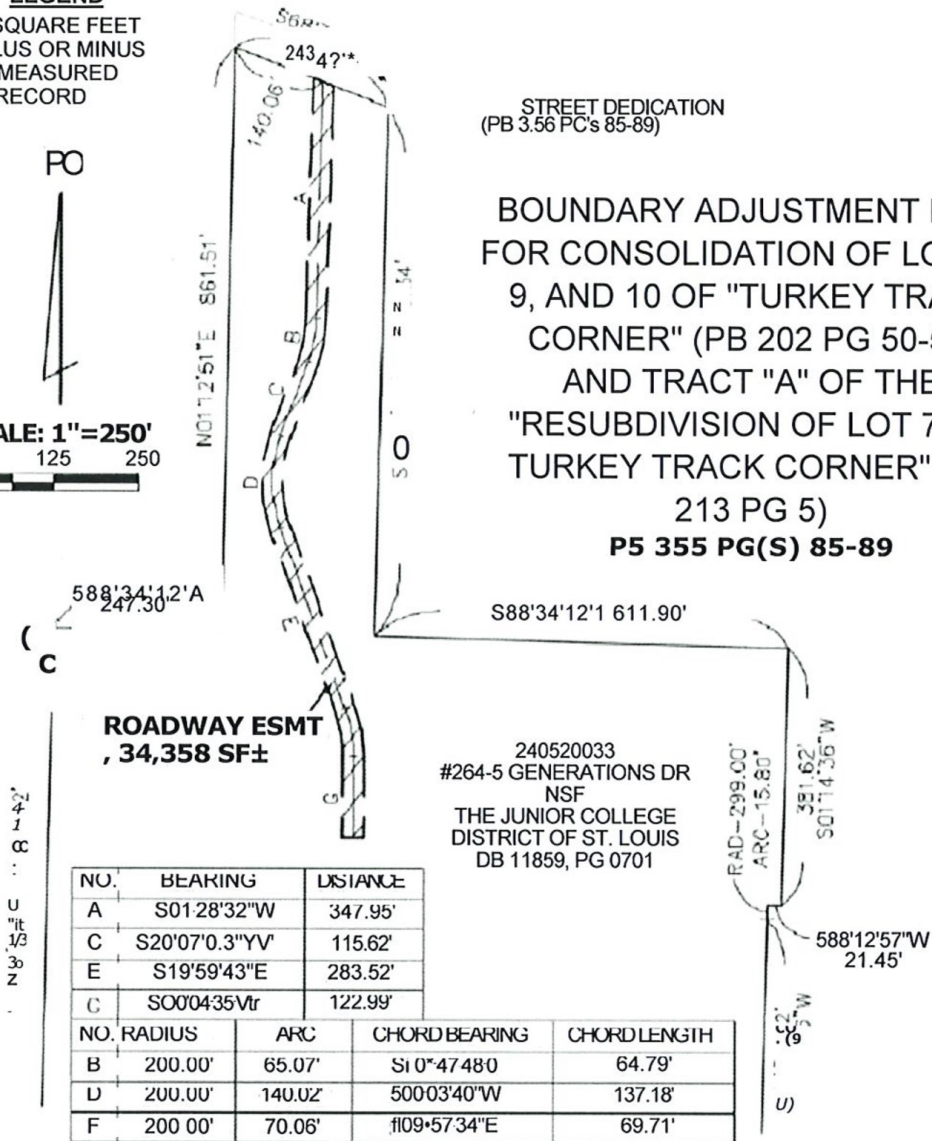
5F-SQUARE FEET  
 4-PLUS OR MINUS  
 (M)-MEASURED  
 (R)-RECORD

PO



STREET DEDICATION  
 (PB 3.56 PC's 85-89)

**BOUNDARY ADJUSTMENT PLAT  
 FOR CONSOLIDATION OF LOTS 8,  
 9, AND 10 OF "TURKEY TRACK  
 CORNER" (PB 202 PG 50-51)  
 AND TRACT "A" OF THE  
 "RESUBDIVISION OF LOT 7 OF  
 TURKEY TRACK CORNER" (PB  
 213 PG 5)  
 P5 355 PG(S) 85-89**



**ROADWAY ESMT  
 , 34,358 SF±**

240520033  
 #264-5 GENERATIONS DR  
 NSF  
 THE JUNIOR COLLEGE  
 DISTRICT OF ST. LOUIS  
 DB 11859, PG 0701

NO.	BEARING	DISTANCE
A	S01°28'32"W	347.95'
C	S20°07'0.3"YV'	115.62'
E	S19°59'43"E	283.52'
C	S00°04'35"Vtr	122.99'

NO.	RADIUS	ARC	CHORD BEARING	CHORD LENGTH
B	200.00'	65.07'	S10°47'48.0"	64.79'
D	200.00'	140.02'	S00°03'40"W	137.18'
F	200.00'	70.06'	S109°57'34"E	69.71'

**EXHIBIT "A"**

**INITIAL:**

ROADWAY EASEMENT PLAT  
 BOUNDARY ADJUSTMENT PLAT  
 PLAT BOOK 356, PAGE 85-89  
 ST. LOUIS COUNTY, MISSOURI

NO. 1110, 1,  
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5220 Oakland Ave.  
 St. Lou., MO 63110  
 (314) 863-5570

*Philip A. Grout*

Philip A. Grout, PLS Missouri -  
 License No. 2010018902  
 Missouri Land Surveying Certified  
 of Authority No. 2011020042  
 Date: 8/2/2.3

**CIVIL DESIGN, INC.  
 WOE) DBE**

R / 3 / 71

ST. LOUIS WILDWOOD CAMPUS EXPANSION