



CITY OF ST. PETERS BOARD OF ALDERMEN

TENTATIVE AGENDA FOR REGULAR MEETING
ST. PETERS JUSTICE CENTER, 1020 GRAND TETON DRIVE, ST. PETERS, MO 63376

September 8, 2016 - 7:00 P.M.

- A. Call to Order, Mayor Len Pagano
- B. Roll Call
- C. Opening Ceremonies
 - 1. Invocation
 - 2. Pledge of Allegiance
 - 3. Proclamation: Daughters of the American Revolution, Constitution Week
 - 4. Oath of Office: Police Officer Shaunta Reece
 - 5. Oath of Office: Police Officer Joshua Hoffman
- D. Approval of Minutes: The [Board of Aldermen Work Session meeting of August 25, 2016](#); and the [Regular Board of Aldermen meeting of August 25, 2016](#).
- E. Reports of Officers, Boards and Commissions
 - 1. Mayoral Report of Appointments to Boards and Commissions
 - a. [Appointment to Senior Advisory Committee](#)
 - b. [Re-Appointments to the Planning and Zoning Commission](#)
 - 2. City Administrator's Report:
 - a. [Fiscal Year 2016 Bond Update](#) – French
 - 3. Report of Director, Planning, Community and Economic Development: None
 - 4. St. Peters Business Spotlight:
 - a. St. Charles County YMCA
 - b. Study Metrix Research

F. Open Forum

1. Citizens Petitions and Comments
2. Communications from the Elected Officials
3. Announcements

G. Public Hearings:

1. [Public Hearing for the Proposed Tax Rates for Calendar Year 2016](#)

H. Unfinished (Old) Business Items: None

I. New Business Items:

1. [Bill No. 16-144: Bill](#) establishing the ad valorem taxes for all real and tangible personal property within the City of St. Peters, for the period of January 1, 2016 to December 31, 2016
2. [Bill No. 16-145: Bill](#) amending Section 105.050 of the St. Peters City Code pertaining to City wards [Sponsor: Mayor Pagano]
3. [Bill No. 16-146: Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri, to enter into an agreement for a Permanent Drainage Easement with Mark J. Carlson for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12)
4. [Bill No. 16-147: Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri, to enter into an agreement for a Permanent Drainage Easement with Bernard J. Dubray and Joann Dubray for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12)
5. [Bill No. 16-148: Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri, to enter into an agreement for a Permanent Drainage Easement with Carleton Fancher and Aimee Fancher for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12)
6. [Bill No. 16-149: Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri, to enter into an agreement for a Permanent Drainage Easement with Henry Jr. Foster and Marilyn J. Foster for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12)
7. [Bill No. 16-150: Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri, to enter into an agreement for a Permanent Drainage Easement with Anthony M. Garey and Mary Gail Garey for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12)
8. [Bill No. 16-151: Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri, to enter into an agreement for a Permanent Drainage Easement with Roger D. Greene and Shirley A. Greene for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12)
9. [Bill No. 16-152: Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri, to enter into an agreement for a Permanent Drainage Easement with Steven C. Groth and Amy L. Groth for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12)

10. [Bill No. 16-153](#): Bill authorizing the City Administrator of the City of St. Peters, Missouri, to enter into an agreement for a Permanent Drainage Easement with Robert F. Mahn and Shu-Lih Wu for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12)
11. [Bill No. 16-154](#): Bill authorizing the City Administrator of the City of St. Peters, Missouri, to enter into an agreement for a Permanent Drainage Easement with John W. Peisker, III for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12)
12. [Bill No. 16-155](#): Bill authorizing the City Administrator of the City of St. Peters, Missouri, to enter into an agreement for two (2) Permanent Drainage Easement with Roy H. Schoenholtz and Carole A. Schoenholtz, Trustees of the Schoenholtz Family Revocable Living Trust for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12)
13. [Bill No. 16-156](#): Bill authorizing the City Administrator of the City of St. Peters, Missouri, to enter into an agreement for a Permanent Drainage Easement with Bryan H. Smith and Tiffany M. Smith (formerly Bouchard) for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12)
14. [Bill No. 16-157](#): Bill authorizing the City Administrator of the City of St. Peters, Missouri, to enter into an agreement for a Temporary Construction Easement with James Connelly and Lori Connelly for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12)
15. [Bill No. 16-158](#): Bill authorizing the City Administrator of the City of St. Peters, Missouri, to enter into an agreement for a Temporary Construction Easement with Leo L. Kalips, III and Sandra L. Kalips for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12)
16. [Bill No. 16-159](#): Bill authorizing the City Administrator of the City of St. Peters, Missouri, to enter into an agreement for a Temporary Construction Easement with Michael W. Koester and Anna T. Koester for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12)
17. [Bill No. 16-160](#): Bill authorizing the City Administrator of the City of St. Peters, Missouri, to enter into an agreement for a Temporary Construction Easement with Heath W. McCann and Jessica L. McCann for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12)
18. [Bill No. 16-161](#): Bill authorizing the City Administrator of the City of St. Peters, Missouri, to enter into an agreement for a Temporary Construction Easement with Narcissa Yvette Ojeda for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12)
19. [Bill No. 16-162](#): Bill authorizing the City Administrator of the City of St. Peters, Missouri, to enter into an agreement for a Temporary Construction Easement with Joseph P. Schulte for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12)
20. [Bill No. 16-163](#): Bill authorizing the City Administrator of the City of St. Peters, Missouri, to enter into an agreement for a Temporary Construction Easement with Lee J. Wagner and Joan L. Wagner for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12)

21. [Bill No. 16-164](#): [Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri to execute a contract change order with M & H Concrete Contractors, Incorporated for the 2016 Concrete Slab Replacement Program
 22. [Bill No. 16-165](#): [Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri, to enter into agreements for Permanent Drainage Easements for the St. Peters Memory Care Project (Klondike Partners, L.P.)
 23. [Bill No. 16-166](#): [Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri, to enter into an agreement for a Permanent Drainage Easement and a Permanent Water Line Easement for the St. Peters Memory Care Project (St. Peters Memory Care Realty, LLC)
 24. [Bill No. 16-167](#): [Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri, to enter into an agreement for a Permanent Water Line Easement for the St. Peters Memory Care Project (St. Peter's Senior Care, LLC)
 25. [Bill No. 16-168](#): [Bill](#) accepting for maintenance the dedication of a certain traffic signal and appurtenances, pavement widening on Mid Rivers Mall Drive and sidewalk, certain water distribution lines, sanitary sewer lines and storm sewer lines in and connected with the McKelvey Marketplace Plat (CROSS4 MO-2, LLC)
 26. [Bill No. 16-169](#): [Bill](#) accepting for maintenance the dedication of a certain traffic signal and appurtenances, pavement widening and sidewalks in and connected with the Spencer Creek Shopping Center Plat (CROSS4 MO-1, LLC)
 27. [Bill No. 16-170](#): [Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri to execute a contract agreement with KCI Construction Company for construction of the Storm Water Pump Station No. 3 Replacement Project
- J. Executive Session re: Litigation, Real Estate and Personnel, pursuant to Section 610.021 (1)(2)(3)(9)(12)(13)(14) & 610.022 (1-6)
- K. Adjournment

AGENDA Posted at City Hall: September 6, 2016 at 9:00 a.m.
By: P. Smith, City Clerk

Next Regular Board of Aldermen Meeting: September 22, 2016



CITY OF ST. PETERS BOARD OF ALDERMEN
WORK SESSION MINUTES
August 25, 2016

BOARD OF ALDERMEN ITEMS FOR DISCUSSION

The Work Session was called to order at approximately 5:00 p.m. on Thursday, August 25, 2016 at the St. Peters Justice Center located at 1020 Grand Teton Drive. Patty Smith, City Clerk, called the roll. The following were present: Mayor Pagano; Alderman Aytes; Alderman Barclay; Alderman Bateman; Alderman Hollingsworth; Board President Reitmeyer; Alderman Shea; Alderman Thomas; Alderman Violet; Russ Batzel, City Administrator; Jeff Finkelstein, Chief of Police; Special Counsel Randy Weber; Burt Benesek, Transportation and Development Services Manager; Bill Malach, Water Environment Services Manager; Dave Kuppler, Health and Environmental Services Manager; Jeff Hutsler, Parks and Golf Services Manager; Rick Olteo, Recreation and Cultural Services Manager; Cathy Pratt, Staff Support Services Manager; Patty Smith, City Clerk.

COMMUNICATIONS FROM BOARD MEMBERS/ALDERMANIC REPRESENTATIVES

Committee reports were given during this time.

Alderman Thomas reported that the Health & Wellness Advisory Committee is addressing the epidemic of drug abuse. He stated that substance abuse is the number one St. Charles County Health Assessment concern and Missouri is the only state that has not enacted legislation providing for a prescription drug monitoring program; and Kentucky legislature, who has recently passed legislation, has urged the Missouri Legislature to follow suit. He explained the program, which allows doctors to distinguish through a central prescription drug database, whether or not an individual is going to numerous doctors for the same addictive drugs.

Alderman Thomas moved to bring forth discussion at the next Work Session meeting as an RBA, requesting the Missouri State Legislature to enact legislation for a Prescription Drug Monitoring Program, or unless the Board unanimously agrees to bring forth a Resolution in Support of this legislation. Further discussion was held regarding the involvement of other cities and St. Charles County with this program; and recommending Alderman Thomas contact the County. A bill was being considered by the St. Charles County Council and if the entire County and other municipalities participate, our City may want to support this as well; and previous proposed State legislation to enact this program was unsuccessful. Alderman Hollingsworth seconded Alderman Thomas's motion. Alderman Thomas amended his motion for a draft Resolution to include St. Charles County leadership as well as the State of Missouri to support this program. Further discussion ensued and Alderman Bateman requested more resources related to Heroin addiction from the Health & Wellness Advisory Committee and recommended bringing this item before the St. Charles County Municipal League at their August 30th meeting. Alderman Thomas motioned for staff to draft

a resolution for the City to support State Legislation along with the St. Charles County Council, for a Prescription Drug Monitoring Program, and bring back to the September 8, 2016 Work Session meeting. Alderman Hollingsworth seconded the motion. All in favor, the motion was approved. **This item will be placed on the September 8, 2016 Work Session agenda for review.**

BOARD OF ALDERMEN ITEMS FOR DISCUSSION

UNFINISHED (OLD) BUSINESS ITEMS

None

NEW BUSINESS ITEMS

Alderman Thomas moved and Alderman Hollingsworth seconded the motion to remove Discussion/"No Solicitation Without License" Signs at Subdivision Entrances from the agenda for discussion. The motion was approved.

DISCUSSION/"NO SOLICITATION WITHOUT LICENSE" SIGNS AT SUBDIVISION ENTRANCES – BARCLAY

Alderman Barclay requested discussion about providing and placing "No Solicitation without License" signs in subdivisions that request them, on existing sign posts at subdivision entrances. He provided photos of a sign and sticker on the overhead. He explained that over time, more residents have complained about solicitors coming to their homes without obtaining a "Solicitors Peddlers License" from the City. There is a fee for a City license and background checks are required. During natural disasters, there is an influx of out of town contractors swarming neighborhoods who do not comply with City ordinances. Currently residents can place a "No Solicitors Invited" sticker to their front door or window, which the City provides. Alderman Barclay suggested a sign similar to what the City of St. Charles uses stating "No Solicitation without License" to remind businesses they must be licensed to solicit and do business in the City. Discussion regarding the sign size, verbiage, uniformity, placement, application and enforcement was held. Alderman Thomas moved and Alderman Barclay seconded the motion to move forward with "No Solicitation without License" signs at subdivision entrances which request them. The motion was approved. **No further Board action is required with this item.**

Alderman Bateman moved and Alderman Aytes seconded the motion to remove Discussion/City Licensing Requirements for Contractors from the agenda for discussion. The motion was approved.

DISCUSSION/CITY LICENSING REQUIREMENTS FOR CONTRACTORS – SHEA/REITMEYER/MAYOR

Alderman Shea explained that this is a continuation of the previous discussion regarding Chapter 605 for Business License requirements, which anyone doing business of any nature in the City limits is required to have a business license issued by the City. This discussion is to better inform the public, especially after a storm event which brings in a lot

of outside businesses who go door to door trying to solicit business without a valid City license. Alderman Shea reminded residents to contact the City's Business Licensing office for verification of valid licensed businesses. Mayor Pagano suggested communication in the City's Hometown magazine to educate the residents of this matter.

Alderman Bateman moved and Alderman Aytes seconded the motion to remove Discussion/Water Service Line Repair Program from the agenda for discussion. The motion was approved.

DISCUSSION/WATER SERVICE LINE REPAIR PROGRAM – THOMAS/REITMEYER

Alderman Thomas began discussion to expand the Water Service Line Repair Program explaining that in some cases when there is a leak, the resident is responsible for hiring a company for leak detection, when the exact location of the leak is not apparent. Alderman Thomas would like to include that cost, when needed, in the program. The total cost for leak detection services would be approximately \$3,800 a year. Alderman Hollingsworth advised that the City is not able to amend the program without going to a vote by the residents and Alderman Thomas advised that the out of pocket cost to residents of one dollar will not change. Bill Malach gave a background of the Water Service Line Repair Program which began in 2012. He advised that the ballot language from House Bill 142 and approved by St. Peters voters, which states "for the purpose of repair or replacement of water lines extending from the water main to a residential dwelling due to failure of the line, shall the City of St. Peters be authorized to impose a fee not to exceed one dollar per month or twelve dollars annually on residential property for each water service line providing water service within the City of St. Peters to residential property having four or fewer dwelling units for the purpose of paying for the costs of necessary water service line repairs or replacements". Mr. Malach noted this program only covers repairs and replacement. He stated the history of this program in the City is currently running in a deficit due to increase repair costs. He suggested the City contract with a leak detection contractor and the resident could pay \$300 fee for the service or they can find their own company. This would be similar to the sewer lateral program, where the residents pay \$300 for a sewer lateral inspection. Alderman Thomas suggested two options to either add the additional costs as needed for the approximate 10% of residents who need the leakage detection, which would be approximately \$3800 annually or the other option would be to hold off and revisit this a year from now, but advised that we cannot increase the \$12 annual insurance fee without voter approval. Alderman Barclay mentioned there are two other similar programs that some residents may benefit from Missouri American Water and National League of Cities. Alderman Thomas would like to table this item for future discussion after staff reviews what neighboring cities are doing with the program. Alderman Thomas moved and Alderman Violet seconded the motion to table this item until the September 8, 2016 Work Session meeting. The motion was approved. **This item will be placed on the September 8, 2016 Work Session Agenda for further discussion.**

MAYOR/CITY ADMINISTRATOR ITEMS FOR DISCUSSION

UNFINISHED (OLD) BUSINESS ITEMS

Alderman Hollingsworth moved and Alderman Shea seconded the motion to remove Discussion/Running for Office Filing Location (continued from 8-11-16) from the agenda for discussion. The motion was approved.

DISCUSSION/RUNNING FOR OFFICE FILING LOCATION (CONTINUED FROM 8-11-16)
– MAYOR; (CONTINUED FROM 8-11-16); AND

DISCUSSION/RUNNING FOR OFFICE FILING FEES (CONTINUED FROM 8-11-16)

Mayor Pagano continued the discussion from the August 11, 2016 Work Session meeting on candidacy filing location and questioned if the Board agrees to the west building entrance of city hall as the location for filers to remain inside until filing begins. Discussion was held regarding clarification and use of a sign in sheet; staff support during the evening(s) prior to the official start of filing; date and time west end of city hall should be opened up to filers to stay until the official filing time begins. After various discussions on these items, it was suggested that Board President Reitmeyer poll the Board members and bring feedback to the table for public discussion, the process, filing location, dates and times of opening the west end of city hall, and office filing fees. The Board of Aldermen was in agreement to this suggestion.

NEW BUSINESS ITEMS

Alderman Reitmeyer moved and Alderman Barclay seconded the motion to remove 2016 Concrete Slab Replacement Change Order from the agenda for discussion. The motion was approved.

2016 CONCRETE SLAB REPLACEMENT CHANGE ORDER – BENESEK

Mr. Benesek is requesting approval to execute a contract change order with M & H Concrete for the 2016 Slab Replacement Program in the amount of \$280,000. M & H Concrete was the low bidder on the contract by 33% of the next lowest bidder. Currently M & H has completed all work associated with the contract except for work on Millwood Drive and Driftwood Lane. Those streets have been differed to FY 2017, due to ongoing storm water improvement projects. The proposed change order will add 8,125 square yards of residential pavement replacement to that contract on 25 additional streets. This will allow completion of the slab replacement work planned as part of the 2016 management program as well as address concerns that the City has received over the course of this summer. Alderman Shea moved and Alderman Thomas seconded the motion to place these items on the September 8, 2016 Board of Aldermen meeting agenda. The motion was approved. **This item will be placed on the September 8, 2016 Board of Aldermen meeting agenda for consideration.**

Alderman Hollingsworth moved and Alderman Shea seconded the motion to remove Storm Water Pump Station No. 3 Replacement Project Bid Recommendation from the agenda for discussion. The motion was approved.

STORM WATER PUMP STATION NO. 3 REPLACEMENT PROJECT BID
RECOMMENDATION – MALACH

Mr. Malach requested approval to place a bid recommendation on the next Board of Aldermen meeting for the proposed Storm Water Pump Station No. 3 Replacement Project which is located in Old Town. The engineer's cost estimate was \$3,180,000 and KCI Construction Company from St. Louis bid \$2,540,000 and Martin General Contractors bid at \$3,812,373. Staff is recommending awarding to the lowest qualified bidder, KCI Construction Company. Mr. Malach advised that KCI has previously and successfully performed several projects for the City. Alderman Shea moved and Alderman Reitmeyer seconded the motion to place these items on the September 8, 2016 Board of Aldermen meeting agenda. The motion was approved. **This item will be placed on the September 8, 2016 Board of Aldermen meeting agenda for consideration.**

MISCELLANEOUS UPDATES – BATZEL

Cathy Pratt explained that since 2001, the CDBG Home Improvement Loan Program has assisted 549 households. This program offers a \$5,000 zero percent forgivable loan after five years. With an increase in costs in home repairs, staff is recommending increasing the allowable amount from \$5,000 to \$7,500 and mirror the program that St. Charles County provides of a \$5,000 loan and \$2,500 grant. She advised that currently residents are only allowed to take advantage of this program one time and would suggest changing the requirements to allow a second loan once the first loan has concluded. After comments, addressing questions and concerns, and further discussion among the Board of Aldermen, it was agreed to move forward with these suggested changes. Alderman Hollingsworth moved and Alderman Thomas seconded the motion to approve these recommended changes as discussed. The motion was approved. **No further Board action is required with this item.**

BOARD MEETING AGENDA ITEM REVISIONS – BATZEL

None

EXECUTIVE SESSION RE: LITIGATION, REAL ESTATE AND PERSONNEL, PURSUANT TO SECTION 610.021 (1)(2)(3)(9)(12)(13)(14) & 610.022 (1-6)

No Executive Session was called at this time.

ADJOURNMENT OF THE WORK SESSION

Alderman Shea moved and Alderman Hollingsworth seconded the motion to adjourn the Regular Board of Aldermen meeting. The motion was approved and the Regular Board of Aldermen meeting was adjourned at approximately 6:41 p.m.

Submitted by,

Patricia E. Smith
City Clerk

DRAFT



CITY OF ST. PETERS CITY HALL
BOARD OF ALDERMEN MINUTES
AUGUST 25, 2016

CALL TO ORDER

Mayor Pagano called the Board of Aldermen meeting to order at approximately 7:00 p.m. on August 25, 2016, at the St. Peters Justice Center located at 1020 Grand Teton Drive. Patty Smith, City Clerk, called the roll. Present were: Mayor Pagano; Alderman Aytes; Alderman Barclay; Alderman Bateman; Alderman Hollingsworth; Board President Reitmeyer; Alderman Shea; Alderman Thomas; Alderman Violet; Russ Batzel, City Administrator; Randy Weber, Special Counsel; Jeff Finkelstein, Chief of Police; Patty Smith, City Clerk. The Invocation was delivered by Pastor Steve Koeneman. The Pledge of Allegiance was led by Mayor Pagano.

ACKNOWLEDGEMENT OF CERTIFIED ELECTION RESULTS HELD AUGUST 2, 2016

Copies of the certified election results from the St. Charles County Election Authority were provided to the Board of Aldermen. City Clerk Smith read the Certified Election results for August 2, 2016. Alderman Shea moved and Alderman Reitmeyer seconded the motion to approve and accept the Certified Election results for August 2, 2016. The motion was approved unanimously.

APPROVAL OF MINUTES: WORK SESSION MEETING OF AUGUST 11, 2016 AND THE REGULAR BOARD OF ALDERMEN MEETING OF AUGUST 11, 2016

Alderman Reitmeyer moved and Alderman Hollingsworth seconded the motion to approve the Board of Aldermen Work Session meeting minutes of August 11, 2016, and the Regular Board of Aldermen meeting minutes of August 11, 2016. The motion carried and the minutes were approved.

REPORTS OF OFFICERS, BOARDS AND COMMISSIONS

MAYORAL REPORT OF APPOINTMENTS TO BOARDS AND COMMISSIONS

CITY ADMINISTRATOR'S REPORT

None

REPORT OF DIRECTOR OF PLANNING, COMMUNITY AND ECONOMIC DEVELOPMENT

PETITION 16-14, AMENDED CPD, JOSEPH M. BALDETTI – POWERS

Julie Powers presented Petition 16-14; Amended CPD, Joseph M. Baldetti: A request for an amended Commercial Planned District (CPD) to allow the additional uses of a dance studio, fitness/aerobics salon, martial arts studio, and other indoor entertainment activities on a 2.12 +/- acre parcel. The subject site is located on the west side of Church Street, north of Mexico Road (427 South Church Street). (Ward 1) At the August 3, 2016 Planning and Zoning Commission meeting, this request was recommended by staff and the Planning and Zoning

Commission recommended approval to the Board of Aldermen. Mr. Baldetti was present to further explain his request to open Athletic Advantage, which will be a small private fitness studio with four trainers. Questions by the Aldermen were addressed.

UPDATE TO TITLE IV LAND USE CHAPTER 405 – POWERS

Ms. Powers explained the two proposed updates to City Code Chapter 405 on tonight's agenda. These items were previously discussed at the June 23, 2016 Work Session meeting and was reviewed by the Planning and Zoning Commission on August 3, 2016, who recommended approval to the Board of Aldermen; with the purpose of regulating indecent exposure by prohibiting body painting in establishments in the City limits of St. Peters; updating our City Code to mirror state statutes; and regulate, on land within the City, hunting and the discharge of firearms and projectile weapons.

The first update modifies and adds definitions related to adult-oriented businesses, bookstore, video store or peep show; and fully opaque covering, and the state of nudity; and I-2 Heavy Industrial District regarding Special Use Permit. This is business item I-03 on tonight's agenda.

The second update modifies hunting of wildlife in the I-1 and I-2 Heavy Industrial District and adds definitions and numerous criteria to support the heavy restrictions. This will permit hunting in a limited area within the City boundaries. This is business item I-02 on tonight's agenda.

ST. PETERS BUSINESS SPOTLIGHT

SIP & SAVOR, GREATER ST. CHARLES COUNTY CHAMBER OF COMMERCE

Scott Tate, President of the Greater St. Charles County Chamber of Commerce, spoke about the upcoming Sip and Savor event that's being held at 370 Lakeside on September 1st. Lori Tainter, Chairperson of the Sip and Savor event, shared the list of St. Peters businesses that are participating.

OPEN FORUM

CITIZENS PETITIONS AND COMMENTS

Mayor Pagano called individuals to come forward to speak who completed public comment cards. Deborah Pagoria, 41 N. Joyce Ellen Way, requested an appraisal report from Alderman Thomas that was discussed with her regarding effects of Proposition Q. She requested the City pay for home appraisals before and after the development of the proposed banquet and aquatic centers. If there is a de-valuation, she is requesting compensation to homeowners. Ken Krawczak, 41 N. Joyce Ellen Way, made comments regarding his concerns for the upkeep of Dardenne Lake that he feels is being used as a landfill for concrete and causes flooding. He expressed concerns for wildlife lost when trees were cut down in the spring.

COMMUNICATIONS FROM THE ELECTED OFFICIALS

Elected Officials made comments during this time.

Alderman Violet stepped out of the meeting in progress at approximately 7:34 p.m. and returned at approximately 7:37 p.m.

ANNOUNCEMENTS

PUBLIC HEARINGS

VOLUNTARY ANNEXATION – 1905 OAK TREE STREET – POWERS

Julie Powers presented the Voluntary Annexation of the Baty/Guerdan property located at 1905 Oak Tree Street in HiPoint Acres. This will be discussed at the September 7, 2016 Planning and Zoning Commission meeting and on the following Board of Aldermen meeting to finalize the annexation. Mayor Pagano opened the Public Hearing at approximately 7:44 p.m., and asked anyone wishing to speak on this annexation to please come forward. Seeing no one present to comment, Mayor Pagano closed the Public Hearing at approximately 7:45 p.m.

UNFINISHED (OLD) BUSINESS ITEMS:

None

NEW BUSINESS ITEMS:

MOTION/APPROVED: BILL NO. 16-132: ORDINANCE NO. 6597: AN ORDINANCE AMENDING CERTAIN SECTIONS OF THE MUNICIPAL CODE OF THE CITY OF ST. PETERS, MISSOURI; TITLE IV: LAND USE PERTAINING TO ZONING AND PROPERTY WITHIN SAID CITY IN RESPONSE TO REZONING PETITION NUMBER 16-14 BY JOSEPH M. BALDETTI BY MAKING CERTAIN CHANGES IN THE DESIGNATED DISTRICTS IN CERTAIN SECTIONS OF SAID CITY

Alderman Reitmeyer moved and Alderman Hollingsworth seconded the motion to introduce the Bill. The motion carried. Alderman Reitmeyer moved and Alderman Hollingsworth seconded the motion to read Bill No. 16-132 for the first time. The motion carried and Alderman Aytes read the Bill. Alderman Bateman moved and Alderman Aytes seconded the motion to read the Bill for the second time. The motion carried and Alderman Violet read the Bill. Alderman Hollingsworth moved and Alderman Aytes seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-132 was passed becoming Ordinance No. 6597.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-133: ORDINANCE NO. 6598: AN ORDINANCE OF THE CITY OF ST. PETERS, MISSOURI, AMENDING SECTIONS 210.175.A., SUBSECTIONS 3 AND 6, 405.100.B., 405.110.C., 405.230.D., AND 405.240.D. OF THE ST. PETERS CITY CODE, AND ENACTING A NEW SECTION 405.500, REGULATING THE USE OF LAND IN CERTAIN ZONING CLASSIFICATIONS WITHIN THE CITY; AND, PROVIDING PENALTIES FOR VIOLATIONS THEREOF [SPONSOR: MAYOR]

Alderman Bateman moved and Alderman Aytes seconded the motion to introduce the Bill. The motion carried. Alderman Bateman moved and Alderman Aytes seconded the motion to read Bill

No. 16-133 for the first time. The motion carried and Alderman Bateman read the Bill. Alderman Bateman moved and Alderman Aytes seconded the motion to read the Bill for the second time. The motion carried and Alderman Thomas read the Bill. Alderman Reitmeyer moved and Alderman Bateman seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-133 was passed becoming Ordinance No. 6598.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-134: ORDINANCE NO. 6599: AN ORDINANCE OF THE CITY OF ST. PETERS, MISSOURI, AMENDING SECTIONS 210.005 AND 405.100.B OF THE ST. PETERS CITY CODE; ENACTING A NEW SECTION 210.282; AND AMENDING SECTIONS 210.280, 405.240.D.16, AND 600.230 OF THE ST. PETERS CITY CODE BY DELETING THEM IN THEIR ENTIRETY, AND, IN LIEU THEREOF, ENACTING NEW SECTIONS 210.280, 405.240.D.16, AND 600.230; PROHIBITING INDECENT EXPOSURE AND SEXUAL CONDUCT WITH ANIMALS; AND REGULATING ADULT-ORIENTED BUSINESSES IN THE CITY OF ST. PETERS [SPONSOR: MAYOR]

Alderman Shea moved and Alderman Bateman seconded the motion to introduce the Bill. The motion carried. Alderman Shea moved and Alderman Bateman seconded the motion to read Bill No. 16-134 for the first time. The motion carried and Alderman Barclay read the Bill. Alderman Hollingsworth moved and Alderman Shea seconded the motion to read the Bill for the second time. The motion carried and Alderman Shea read the Bill. Alderman Hollingsworth moved and Alderman Violet seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-134 was passed becoming Ordinance No. 6599.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-135: ORDINANCE NO. 6600: AN ORDINANCE AMENDING ORDINANCE NO. 6398, ORDINANCE NO. 6440, AND ORDINANCE NO. 6542 PROVIDING FOR THE ADOPTION OF THE GENERAL FUND, DEBT SERVICE FUND, COMMUNITY DEVELOPMENT BLOCK GRANT FUND, COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT FUND, LOCAL PARKS AND STORM WATER FUND, SEWER LATERAL REPAIR PROGRAM FUND, SPECIAL ALLOCATION FUNDS, TRANSPORTATION TRUST FUND, WATER SERVICE LINE REPAIR PROGRAM FUND, CENTRAL MATERIALS PROCESSING FACILITY FUND, RECREATION FUND, SOLID WASTE FUND, AND WATER/SEWER FUND BUDGETS FOR THE CITY OF SAINT PETERS FOR FISCAL YEAR COMMENCING ON OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016

Alderman Reitmeyer moved and Alderman Hollingsworth seconded the motion to introduce the Bill. The motion carried. Alderman Reitmeyer moved and Alderman Hollingsworth seconded the motion to read Bill No. 16-135 for the first time. The motion carried and Alderman Hollingsworth read the Bill. Alderman Violet moved and Alderman Hollingsworth seconded the motion to read the Bill for the second time. The motion carried and Alderman Reitmeyer read the Bill. Alderman Aytes moved and Alderman Reitmeyer seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-135 was passed becoming Ordinance No. 6600.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-136: ORDINANCE NO. 6601: AN ORDINANCE PROVIDING FOR THE ADOPTION OF THE GENERAL FUND, DEBT SERVICE FUND, COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT FUND, LOCAL PARKS AND STORM WATER FUND, SEWER LATERAL REPAIR PROGRAM FUND, SPECIAL ALLOCATION FUNDS, TRANSPORTATION TRUST FUND, WATER SERVICE LINE REPAIR PROGRAM FUND, CENTRAL MATERIALS PROCESSING FACILITY FUND, RECREATION FUND, SOLID WASTE FUND, AND WATER/SEWER FUND BUDGETS FOR THE CITY OF SAINT PETERS FOR FISCAL YEAR COMMENCING ON OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017

Alderman Aytes moved and Alderman Barclay seconded the motion to introduce the Bill. The motion carried. Alderman Aytes moved and Alderman Barclay seconded the motion to read Bill No. 16-136 for the first time. The motion carried and Alderman Aytes read the Bill. Alderman Bateman moved and Alderman Barclay seconded the motion to read the Bill for the second time. The motion carried and Alderman Violet read the Bill. Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-136 was passed becoming Ordinance No. 6601.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-137: ORDINANCE NO. 6602: AN ORDINANCE AMENDING SECTION 235.090.B.1 OF THE CODE OF THE CITY OF ST. PETERS, MISSOURI RELATING TO THE SOLID WASTE SERVICE RATES

Alderman Bateman moved and Alderman Reitmeyer seconded the motion to introduce the Bill. The motion carried. Alderman Bateman moved and Alderman Reitmeyer seconded the motion to read Bill No. 16-137 for the first time. The motion carried and Alderman Bateman read the Bill. Alderman Hollingsworth moved and Alderman Shea seconded the motion to read the Bill for the second time. The motion carried and Alderman Thomas read the Bill. Alderman Shea moved and Alderman Hollingsworth seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-137 was passed becoming Ordinance No. 6602.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-138: ORDINANCE NO. 6603: AN ORDINANCE AMENDING SECTIONS 705.040 AND 710.260 OF THE CODE OF THE CITY OF ST. PETERS, MISSOURI RELATING TO THE WATER AND SEWER RATES

Alderman Shea moved and Alderman Reitmeyer seconded the motion to introduce the Bill. The motion carried. Alderman Shea moved and Alderman Reitmeyer seconded the motion to read Bill No. 16-138 for the first time. The motion carried and Alderman Barclay read the Bill. Alderman

Violet moved and Alderman Shea seconded the motion to read the Bill for the second time. The motion carried and Alderman Shea read the Bill. Alderman Reitmeyer moved and Alderman Violet seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-138 was passed becoming Ordinance No. 6603.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-139: ORDINANCE NO. 6604: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A TEMPORARY CONSTRUCTION EASEMENT WITH THE BROOKWOOD ESTATES HOMEOWNERS ASSOCIATION FOR THE P-27 CALWOOD CHANNEL IMPROVEMENTS PROJECT

Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to introduce the Bill. The motion carried. Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to read Bill No. 16-139 for the first time. The motion carried and Alderman Hollingsworth read the Bill. Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to read the Bill for the second time. The motion carried and Alderman Reitmeyer read the Bill. Alderman Shea moved and Alderman Hollingsworth seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-139 was passed becoming Ordinance No. 6604.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-140: ORDINANCE NO. 6605: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO EXECUTE A CONTRACT CHANGE ORDER WITH GERSHENSON CONSTRUCTION COMPANY FOR THE JUNGERMANN ROAD-MEXICO ROAD INTERSECTION IMPROVEMENT PROJECT

Alderman Barclay moved and Alderman Aytes seconded the motion to introduce the Bill. The motion carried. Alderman Barclay moved and Alderman Aytes seconded the motion to read Bill No. 16-140 for the first time. The motion carried and Alderman Aytes read the Bill. Alderman Hollingsworth moved and Alderman Aytes seconded the motion to read the Bill for the second time. The motion carried and Alderman Violet read the Bill. Alderman Hollingsworth moved and Alderman Aytes seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-140 was passed becoming Ordinance No. 6605.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-141: ORDINANCE NO. 6606: AN ORDINANCE DIRECTING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO A CONTRACT WITH INTERNATIONAL TRUCK AND ENGINE CORPORATION FOR THE PURCHASE OF A ROAD TRACTOR

Alderman Bateman moved and Alderman Barclay seconded the motion to introduce the Bill. The motion carried. Alderman Bateman moved and Alderman Barclay seconded the motion to read Bill No. 16-141 for the first time. The motion carried and Alderman Bateman read the Bill. Alderman Barclay moved and Alderman Violet seconded the motion to read the Bill for the second time. The motion carried and Alderman Thomas read the Bill. Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-141 was passed becoming Ordinance No. 6606.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-142: ORDINANCE NO. 6607: AN ORDINANCE DIRECTING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO A CONTRACT WITH INTERNATIONAL TRUCK AND ENGINE CORPORATION FOR THE PURCHASE OF A TANDEM AXLE DUMP TRUCK WITH SNOWPLOW

Alderman Barclay moved and Alderman Shea seconded the motion to introduce the Bill. The motion carried. Alderman Barclay moved and Alderman Shea seconded the motion to read Bill No. 16-142 for the first time. The motion carried and Alderman Barclay read the Bill. Alderman Shea moved and Alderman Aytes seconded the motion to read the Bill for the second time. The motion carried and Alderman Shea read the Bill. Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-142 was passed becoming Ordinance No. 6607.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 16-143: ORDINANCE NO. 6608: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT PROVIDING FOR ACQUISITION OF RIGHT-OF-WAY FOR THE MID RIVERS MALL DRIVE – OHMES ROAD INTERSECTION IMPROVEMENT PROJECT

Alderman Violet moved and Alderman Reitmeyer seconded the motion to introduce the Bill. The motion carried. Alderman Violet moved and Alderman Reitmeyer seconded the motion to read Bill No. 16-143 for the first time. The motion carried and Alderman Hollingsworth read the Bill. Alderman Reitmeyer moved and Alderman Shea seconded the motion to read the Bill for the second time. The motion carried and Alderman Reitmeyer read the Bill. Alderman Hollingsworth moved and Alderman Shea seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-143 was passed becoming Ordinance No. 6608.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Yes
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

EXECUTIVE SESSION RE: LITIGATION, REAL ESTATE AND PERSONNEL, PURSUANT TO SECTION 610.021 (1)(2)(3)(9)(12)(13)(14) & 610.022 (1-6)

No Executive Session was called at this time.

ADJOURNMENT

Alderman Thomas moved and Alderman Hollingsworth seconded the motion to adjourn the Regular Board of Aldermen meeting. The motion was approved and the Regular Board of Aldermen meeting was adjourned at approximately 8:05 p.m.

Respectfully submitted,

Patricia E. Smith
City Clerk

DRAFT

CITY OF ST. PETERS, MO



INTEROFFICE MEMORANDUM

TO: BOARD OF ALDERMEN

Len Pagano

FROM: MAYOR LEN PAGANO

SUBJECT: APPOINTMENTS TO THE SENIOR ADVISORY COMMITTEE

DATE: AUGUST 23, 2016

I am nominating the following individual for appointment as a member to the Senior Advisory Committee for the respective term as follows:

Patricia Fuchs, 1309 Wyndham Park Drive, St. Peters, MO 63376, (Ward 1), for the term effective immediately and expiring June 30, 2019.

If you have any questions or comments regarding this appointment, please contact me.

APPLICATIONS

(Applications on file with the City Clerk's Office)



CITY OF ST. PETERS, MO

INTEROFFICE MEMORANDUM

TO: BOARD OF ALDERMEN

FROM: MAYOR LEN PAGANO

A handwritten signature in cursive script that reads "Len Pagano".

SUBJECT: RE-APPOINTMENTS TO THE PLANNING AND ZONING COMMISSION

DATE: AUGUST 26, 2016

I am nominating the following individuals for re-appointment as members to the Planning and Zoning Commission as follows:

Ms. Denise O'Mara, 31 Harvest Rust Court, St. Peters, MO 63376, (Ward 4), for the term effective October 1, 2016 and expiring September 30, 2020.

Mr. Chris Winslow, 44 Marcus Drive, St. Peters, MO 63376, (Ward 4), for the term effective October 1, 2016 and expiring September 30, 2020.

I am nominating the following individual for re-appointment as an alternate member to the Planning and Zoning Commission as follows:

Mr. Joseph Markus, 204 Mattina Court, St. Peters, MO 63376, (Ward 4), for the term effective October 1, 2016 and expiring September 30, 2020.

If you have any questions or comments regarding these appointments, please contact me.

APPLICATIONS

(Applications on file with the City Clerk's Office)



INTEROFFICE MEMORANDUM

TO: MAYOR AND BOARD OF ALDERMEN
FROM: BETH FRENCH, DIRECTOR OF FINANCE
SUBJECT: FISCAL YEAR 2016 BOND UPDATE
DATE: AUGUST 29, 2016
CC: RUSSELL W. BATZEL, CITY ADMINISTRATOR

The City's Bond Compliance Policy requires that I report annually on matters related to our outstanding Bond Issues. The following highlights bond issue related activity from the previous year:

- On February 4, 2016, the City issued \$16,170,000.00 of General Obligation Refunding Bonds, Series 2016. The proceeds of these bonds were used to refinance and defease the City's General Obligation Bonds, Series 2008, which were used to build the Justice Center.
- On July 5, 2016, the City issued \$8,000,000 of General Obligation Bonds, Series 2016. These bonds are the fourth issue of the \$40,000,000 bonds approved by the voters on August 3, 2010, and will be used to make various improvements to the City's storm water system.
- On August 2, 2016, the voters of the City of St. Peters approved \$12,000,000 General Obligation Bonds to acquire, construct, renovate, install, improve and equip park and recreational facility improvements within the City, including a new municipal aquatic park, an new municipal golf course clubhouse with banquet/community center, other park and recreational improvements within the City and related access, site improvements and land acquisition.
- The IRS requires that if the City uses its tax-exempt bond proceeds to (1) buy higher yielding investments (investments that produce a materially higher yield than the yield on the bonds over the term of the bond issue) or (2) replace funds that were used to buy higher yielding investments, the City must remit the excess earnings back to the United States (i.e., a rebate payment). As part of the City's ongoing monitoring procedures, the City engaged Gilmore & Bell to perform the City's arbitrage and rebate calculations on an annual basis. During the current fiscal year, the City did not have any bonds that required a rebate payment.
- As bond proceeds are spent over the course of the year, the City reviews the use of those proceeds to ensure the Financed Facilities are used for valid tax-exempt purposes and not for private use.
- In addition, in preparation of the City's annual audit each year by its external independent auditing firm, the City performs another review of the use of all bond proceeds.
- As part of the City's obligation to provide continuing disclosure to its bondholders, the City engaged WM Financial Strategies to file the required Annual Disclosure Report with the Municipal Securities Rulemaking Board "MSRB" on their Electronic Municipal Market Access "EMMA" system. The Report was filed on March 18, 2016, which is within the timeframe provided in the Continuing Disclosure Undertakings for the City's bonds.
- In July 2016 the City was notified that Moody's Investors Service placed 462 prior ratings under review in conjunction with its updated methodology for rating Lease, Appropriation, Moral Obligation and Comparable Debt of US State and Local Governments. The City's Certificates of

Participation (City of St. Peters, Missouri, Lessee), Series 2010A was selected for review and a possible rating change.

- Other than the redemption and defeasance discussed above, the City has had no other Material Events that required disclosure filings under the Continuing Disclosure Undertakings for the City's bonds. To the best of the City's knowledge and belief it has materially complied with its continuing disclosure requirements.
- The City has added all required bond issues to the Missouri Accountability Portal as required by state statute.
- Attached is a list of the City's outstanding bonds as of September 30, 2016.

Series of Bonds	Year/Series	Issued	Outstanding September 30 , 2015	Additions	Retirements	Outstanding September 30 , 2016
General Obligation Bonds, Series 2008	2008	\$16,000,000.00	16,000,000.00	-	16,000,000.00	-
General Obligation Refunding Bonds, Series 2010	2010	\$2,520,000.00	1,890,000.00	-	295,000.00	1,595,000.00
General Obligation Bonds, Series 2010B	2010B	\$3,790,000.00	3,790,000.00	-	-	3,790,000.00
General Obligation Refunding Bonds, Series 2011	2011	\$5,150,000.00	730,000.00	-	730,000.00	-
General Obligation Bonds, Series 2012	2012	\$4,000,000.00	3,495,000.00	-	175,000.00	3,320,000.00
General Obligation Bonds, Series 2014	2014	\$9,675,000.00	9,290,000.00	-	380,000.00	8,910,000.00
General Obligation Refunding Bonds, Series 2015	2015	\$7,050,000.00	7,050,000.00	-	50,000.00	7,000,000.00
General Obligation Refunding Bonds, Series 2016	2016	\$16,170,000.00	-	16,170,000.00	-	16,170,000.00
General Obligation Bonds, Series 2016	2016	\$8,000,000.00	-	8,000,000.00	-	8,000,000.00
Certificates of Participation (City of St. Peters, Missouri, Lessee), Series 2010A	2010A	\$870,000.00	190,000.00	-	55,000.00	135,000.00
Certificates of Participation - Taxable (City of St. Peters, Missouri, Lessee), Series 2010B	2010B	\$8,805,000.00	7,050,000.00	-	370,000.00	6,680,000.00
Certificates of Participation Refunding (City of St. Peters, Missouri, Lessee), Series 2010C	2010C	\$1,725,000.00	1,255,000.00	-	125,000.00	1,130,000.00
Certificates of Participation Refunding (City of St. Peters, Missouri, Lessee), Series 2013	2013	\$18,540,000.00	16,400,000.00	-	1,010,000.00	15,390,000.00
Neighborhood Improvement District Bonds (Crown Colony Phase One), Series 2006	2006	\$52,700.00	6,700.00	-	6,700.00	-
Combined Waterworks and Sewerage System Revenue Bonds, Series 2003	2003	\$6,831,690.75	10,880,000.00	-	1,360,000.00	9,520,000.00
Combined Waterworks and Sewerage System Revenue Bonds, Series 2007	2007	\$9,999,780.30	19,505,000.00	-	500,000.00	19,005,000.00
Combined Waterworks and Sewerage System Revenue Bonds, Series 2009	2009	\$5,000,000.00	4,925,000.00	-	125,000.00	4,800,000.00
Combined Waterworks and Sewerage System Revenue Bonds, Series 2015	2015	\$7,500,000.00	7,500,000.00	-	-	7,500,000.00
Revenue Notes (Premier 370 Project) Series 2008A	2008A	\$18,000,000.00	13,305,000.00	-	-	13,305,000.00
Tax-Exempt Tax Increment Revenue Notes , Series 2001	2001	\$4,367,000.00	1,642,000.00	-	1,642,000.00	-

NOTICE OF PUBLIC HEARING

A public hearing will be held at 7:00 p.m., September 8, 2016 at the St. Peters Justice Center, 1020 Grand Teton Drive, Saint Peters, MO 63376, at which time citizens may be heard on the property tax rates proposed to be set by the City of Saint Peters, a political subdivision. The tax rates shall be set to produce substantially the same revenues as required for property tax in the annual budget for the fiscal year beginning October 1, 2016. The figures presented in this notice are based on current data, but are subject to change in order to comply with state and county regulations and to include modifications approved by the Board of Equalization. Each tax rate is determined by dividing the amount of revenue required by the current assessed valuation. The result is multiplied by 100 so the tax rate will be expressed in cents per \$100 valuation.

(By Categories)	Assessed Valuation Prior Tax Year 2015	Current Tax Year 2016
Real Estate	\$889,480,077	\$950,855,572
Personal Property	168,760,771	178,406,358
Railroad and Utility	22,168,279	20,702,838
Total	<u>\$1,080,409,127</u>	<u>\$1,149,964,768</u>

Fund	Amount of Property Tax Revenues Budgeted for Fiscal Year 2016/17	Proposed Tax Rates for 2016 (per \$100)
General	\$6,828,900	\$0.6095
Debt Service	1,791,700	\$0.1605
Total	<u>\$8,620,600</u>	<u>\$0.7700</u>

Change in Revenue From Prior Fiscal Year:		
New Construction & Improvements	\$512,983	6.17%
Newly Added Territory	1,810	0.02%
State Assessed Previously Locally Assessed	(11)	0.00%
Change in Assessed Value on Prior Year Property	20,796	0.25%
Total Change in Revenue From Prior Fiscal Year	<u>\$535,578</u>	<u>6.44%</u>

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE AD VALOREM TAXES FOR ALL REAL AND TANGIBLE PERSONAL PROPERTY WITHIN THE CITY OF ST. PETERS, FOR THE PERIOD OF JANUARY 1, 2016 TO DECEMBER 31, 2016

WHEREAS, the City of St. Peters has calculated its Debt Service Fund and General Fund property tax rates in accordance with the Missouri State Auditors Office instructions.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION NO. 1 – Tax Levy

That there shall be levied and collected in the manner prescribed by law, the following taxes on Real Estate and Personal Property for the year 2016 of Seventy-Seven Cents per One Hundred Dollars of assessed valuation broken down as follows:

City General Fund	\$.6095
Debt Service Fund	<u>\$.1605</u>
Total Assessed Rate	\$.7700

SECTION NO. 2 – Delinquent Payment Penalty

(a) That there shall be collected on all delinquent real estate taxes, in addition to the amount of delinquent tax, a penalty in the sum of eighteen percent of each year’s delinquency, except that said penalty shall not exceed two percent per month, or fractional part thereof, or eighteen percent annually.

(b) That all lands and lots, on which said taxes are delinquent and unpaid, are subject to sale to discharge the lien for the delinquent and unpaid taxes, according to the practice and procedure set out in Chapter 140, R. S. Mo 1986 and subsequent revisions.

SECTION NO. 3 – Delinquent Payment Penalty

(a) That there shall be collected on all delinquent personal property taxes, in addition to the amount of delinquent tax, a penalty in the sum of eighteen percent of each year’s delinquency, except that said penalty shall not exceed two percent per month, or fractional part thereof, or eighteen percent annually.

(b) That in any suit brought by the City Collector to recover said delinquent taxes and penalties, a fee in the amount of ten percent of the taxes due, but in no event less than five dollars, shall be allowed the attorney for the Collector.

SECTION NO. 4 – Tax Rate Ceiling

The Board of Aldermen hereby determines and declares that the City General Fund tax rate ceiling under Sections 137.073(4), 137.073.6(1)(c), and 137.073.6(3) Revised Statutes of Missouri, as amended, to be \$.6095 for each one hundred dollars assessed valuation.

SECTION NO. 5 – EFFECTIVE DATE

This Ordinance shall be in force and take effect from and after the date of its passage and approval.

SECTION NO. 6. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION NO. 7. Severability Clause

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

Read two times, passed and approved this 8th day of September, 2016.

As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 105.050 OF THE ST. PETERS
CITY CODE PERTAINING TO CITY WARDS

WHEREAS, the City of St. Peters is divided into four (4) wards; and

WHEREAS, the 2010 Decennial Census Data provides accurate information concerning the City's population as of the date the census is performed; and

WHEREAS, the 2010 Decennial Census Data shows the City's population, as distributed amongst its wards, changed only slightly from the 2000 Decennial Census Data and only in certain areas of the City; and

WHEREAS, the Board of Aldermen nonetheless deems it appropriate to change certain boundaries of the existing wards in the City in order to reflect the 2010 Decennial Census Data.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION NO. 1: Section 105.050 of the St. Peters City Code is hereby amended by deleting the same in its entirety, and substituting in lieu thereof the following:

SECTION 105.050. CITY WARDS.

A. From and after the first day of October 1, 2016, the City of St. Peters, Missouri shall be divided into four (4) separate and distinct political wards, with two (2) aldermen for each ward, and the boundaries of those wards are hereby established as follows:

1. Ward I. All of the following nine (9) parcels of land lying within the corporate limits of the City of St. Peters, Missouri, and more particularly described as follows:
 - a. Parcel 1: All the land north of the Norfolk & Southern Railroad and west of Spencer Creek
 - b. Parcel 2: All the land north of Mexico Road, south of the Norfolk & Southern Railroad, and west of Spencer Road. With the exception of parcels with the following County Account Numbers (400140A001, 387810A000, 387840A000, 387930A000, 387960A000).
 - c. Parcel 3: All the land north of I-70, east of Spencer Creek, south of the Norfolk & Southern Railroad, and west of Executive Centre Parkway.
 - d. Parcel 4: All the land south of I-70, north of Mexico Road, west of Jungermann Road, and east of Spencer Road.

- e. Parcel 5: All the land west of Jungermann Road, east of Spencer Road, that is south of Mexico Road and north of the northern boundary lines for Orchard Hills and Spencer Creek North subdivisions to a intersection at Gold Run Drive thence north along Gold Run Drive to the intersection of Boone Hills Drive thence west along Boone Hills Drive to Spencer Road.
 - f. Parcel 6: All the land south of Mexico Road and north of the northern property line of the former Marian Dallavelle property and north of the northern boundary line for the Carrington Place and Brookmount Estates subdivisions, west of Spencer Road, and east of the western boundary line of the Ville Du Pre subdivision.
 - g. Parcel 7: All the land south of Mexico Road and north of the southern boundary of the parcels plated as Crystal Lake Estates subdivision, west of South Church Street to the eastern border of Crystal Lake Estates subdivision thence south to the eastern border of parcels plated as Crystal Lakes Estates subdivision, and east of the western borders of Crystal Lakes Estates, Church Street Village, and the parcel with County Account Number of T152900015.
 - h. Parcel 8: All the land west of West Sunny Hill Blvd, east of the western border of Green Forest Estates subdivision, south of Mexico Road, and north of the southern border of the Green Forest Estates subdivision.
 - i. Parcel 9: All the land west of the Green Forest subdivision, south of Mexico Road, and north of latitude 38 Degrees 46 Minutes 56 Seconds
2. Ward II. All of the following four (4) parcels of land lying within the corporate limits of the City of St. Peters, Missouri, and more particularly described as follows:
- a. Parcel 1: All the land south of Mexico Road, north of Willott Road, west of western boundaries of the Ville Du Pre and Carrington Place subdivisions, and east of Mid Rivers Mall Drive.
 - b. Parcel 2: All the land south of Mexico Road, west of Mid Rivers Mall Drive, and north of 38 Degrees 45 Minutes 49 Seconds north, except those parcels previously described as being in Ward I.
 - c. Parcel 3: All the land south of Willott Road, east of Mid Rivers Mall Drive, west of the eastern boundary of Hickory Ridge subdivision, and north of 38 Degrees 45 Minutes 49 Seconds north.
 - d. Parcel 4: All the land contained in the parcels with the following County Account numbers (400140A001, 387810A000, 387840A000, 387930A000, 387960A000).
3. Ward III. All of the following seven (7) parcels of land lying within the corporate limits of the City of St. Peters, Missouri, and more particularly described as follows:
- a. Parcel 1: All the land north of the Norfolk & Southern Railroad and east of Spencer Creek.

- b. Parcel 2: All the land south of the Norfolk & Southern Railroad, east of Executive Centre Parkway, and north of I-70
 - c. Parcel 3: All the land south of I-70, east of Jungermann Road to a point intersecting with the northern property line of Tanglewood subdivision thence down the western border of Tanglewood subdivision, north of the southern border of (Tanglewood subdivision and Laurel Park to its eastern border), thence north to the southern border of Huntleigh Estates, thence east following the western and southern border of Hermitage subdivision to Hackman Road.
 - d. Parcel 4: All the land South of Willott Road, west of Jungermann Road, north of the northern boundary of Country Creek subdivision and east of the eastern boundary of Crescent Hills subdivision.
 - e. Parcel 5: All the land West Jungermann Road, north of Willott Road, east of Spencer Road, and south of the southern boundary line described for Parcel 5 of Ward I.
 - f. Parcel 6: All the land east of the western border of Carrington Place subdivision, south of the southern borders of Drovers Crossing and Shadow Creek subdivisions adjacent to Carrington Place subdivision and the parcel with County Account Number of 406290A000, west of Spencer Road, and north of Willott Road.
 - g. Parcel 7: All the land contained within the boundaries of Enwood, Springwood, and Hanover Crossing subdivisions
4. Ward IV. All of the following three (3) parcels of land lying within the corporate limits of the City of St. Peters, Missouri, and more particularly described as follows:
- a. Parcel 1: All the land contained within the boundaries of Crescent Hills, Country Creek, Mills Farm Estates, and Briarwick subdivisions.
 - b. Parcel 2: All the land south of Briarwick subdivision and south of the southern boundary of Parcel 3 of Ward III, and north of State Route 364, with northern limit of 38 Degrees 45 Minutes 49 Seconds north where there are no adjacent parcels.
 - c. Parcel 3: All the land south of State Route 364.

B. The map designated as the “City of St. Peters Aldermanic Ward Map, 2016”, being on file in the office of the City Clerk, and as more particularly described in Section A above, is hereby adopted and approved and made a part of this ordinance by reference.

C. Wherever a ward dividing line is shown as a street, the dividing line shall be the center of such street.

D. Future annexations to the City shall be incorporated into the ward which is contiguous to the property being annexed.

SECTION NO. 2: The City Clerk is hereby instructed to forward to the County Recorder of Deeds a certified copy of this ordinance.

SECTION NO. 3. Effective Date. Upon its final passage and approval, this Ordinance shall be in full force and take effect on October 1, 2016.

SECTION NO. 4. Savings. Except as expressly set forth herein, nothing contained in this Ordinance shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in manner connected with the subject matter hereof.

SECTION NO. 5. Severability. If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer valid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

Read two times, passed, and approved this 8th day of September, 2016.

As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Approved this _____ day of _____, 2016

Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A PERMANENT DRAINAGE EASEMENT WITH MARK J. CARLSON FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

WHEREAS, it is in the best interest of the inhabitants of the City of St. Peters, Missouri, that improvements be made to the Spencer Creek stream channel and the St. Peters Condo basin; and

WHEREAS, the City of St. Peters did pass Ordinance 6553 on June 23, 2016, for construction and maintenance of said Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12); and

WHEREAS, construction and maintenance of said improvements necessitates obtaining a permanent drainage easement from Mark J. Carlson, a single person; and

WHEREAS, the City of St. Peters and said Mark J. Carlson desire to enter into a Permanent Drainage Easement Agreement for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to negotiate, execute, and administer, on behalf of said City, a Permanent Drainage Easement Agreement, in substantially the form attached hereto and made a part hereof, with Mark J. Carlson, a single person, for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

SECTION 2. The City Clerk is hereby directed to cause said Permanent Drainage Easement Agreement to be recorded in the office of the Recorder of Deeds of St. Charles County, Missouri.

SECTION 3. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability Clause

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 5. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 8th day of September, 2016.

As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Approved this 8th day of September, 2016.

Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Draft

Permanent Drainage Easement Agreement

This Agreement, made and entered into as of the _____ day of _____, 2016, by and between Mark J. Carlson, a single person, whose mailing address is 26 Barkwood Trails, St. Peters, Missouri 63376, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

Witnesseth, that the **GRANTOR**, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by the said **GRANTEE**, the receipt and sufficiency of which are hereby acknowledged, do by these presents *Grant* unto the said **GRANTEE**,

A Perpetual Right and Easement, for the purposes of constructing, re-constructing, using, stabilizing, planting vegetation, operating and maintaining detention basins, stream channels and stream channel improvements, and patrolling detention basin and stream channel improvements, and other appurtenances thereto, in, on, upon, along, over, under, through and across the real estate more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein (the "Easement Area"). The **GRANTEE** shall have the right to survey, stake, slope, alter existing grade of, reshape, construct, reconstruct, install, place, keep, operate, maintain, inspect, control, add to and relocate at will, at any time, and from time to time, storm water control and water quality improvements, lines, pipes and other appurtenances associated therewith, including, without limitation, the right of ingress and egress to and over the above described Easement Area and premises of **GRANTOR** adjoining the same, for all purposes herein stated; together with the right at any time and from time to time, to trim and cut down any and all brush, saplings, trees and overhanging branches, and remove same and any vegetation and/or any rocks or other obstructions upon, over, and under said Easement Area or any portion thereof for the purposes hereinabove set out, and with the further right at any time and from time to time, to remove any or all of the said improvements and appurtenances thereto located upon, over across and under said Easement Area by virtue hereof. **GRANTEE** covenants and agrees that after any construction or work done on and to the Easement Area herein granted, that it will restore any adjacent property of the **GRANTOR** outside of the Easement Area to substantially its prior condition, to the extent practicable.

GRANTOR covenants and agrees that it will not, nor will it allow others to construct, plant, erect or cause to be placed within the limits of said Easement Area herein granted any object,

including but not limited to, lawn furniture, swing sets, woodpiles, or compost piles. **GRANTOR** further covenants and agrees it will not interfere with the proper construction or use of said water quality improvements. **GRANTOR** further agrees that it will not conduct nor allow others to conduct any of the following acts in, on, upon, along, over, through or across the herein described Easement Area without prior written consent of **GRANTEE**: (a) drilling, excavating or removing from the Easement Area of any topsoil, sand, rock or other mineral resource or natural deposit or other materials; (b) mowing, cutting, removing or otherwise destroying trees, grasses, or other vegetation; (c) introducing or planting of additional trees, grasses or other vegetation; (d) manipulating or altering the natural watercourses; (e) dumping of any waste or unsightly or offensive material; (f) changing the topography of the Easement Area in any manner; (g) tilling the Easement Area; or (h) conducting any activity which is detrimental to the water quality of the adjacent stream.

GRANTOR does hereby release and agree to indemnify, defend and hold harmless the **GRANTEE**, its officials, employees and contractors from and of any and all liability, including, but not limited to, damages, or claims for damages, including attorney's fees, arising from or as a result of, the actions or omissions, whether negligent or not, of **GRANTOR** or its agents, contractors, volunteers, or residents related in any manner to **GRANTEE'S** construction of the storm water control and water quality improvements, and **GRANTEE'S** maintenance of the Basin and/or stream channel improvements.

GRANTOR, for itself, its successors and assigns, does hereby warrant and covenant unto **GRANTEE** (1) that **GRANTOR** is the owner of the above described Easement Area and has full right and authority validly to grant this easement, (2) that **GRANTEE** may quietly enjoy the Easement Area for the purposes herein stated, and (3) that **GRANTOR** will not interfere with the exercise and enjoyment of the easement rights hereinabove conveyed.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

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 and assigns forever.

GRANTEE:

CITY OF ST. PETERS MISSOURI
a Missouri municipal corporation

By: _____
Russell W. Batzel, City Administrator

SEAL

STATE OF MISSOURI }
 }SS.
COUNTY OF ST, CHARLES }

On this _____ day of _____, 2016, before me appeared, Russell W. Batzel, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a Municipal Corporation of the State of Missouri, that the seal affixed to the foregoing instrument is the seal of said City, that said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen; and, that said City Administrator acknowledged said instrument to be the free act and deed of said City.

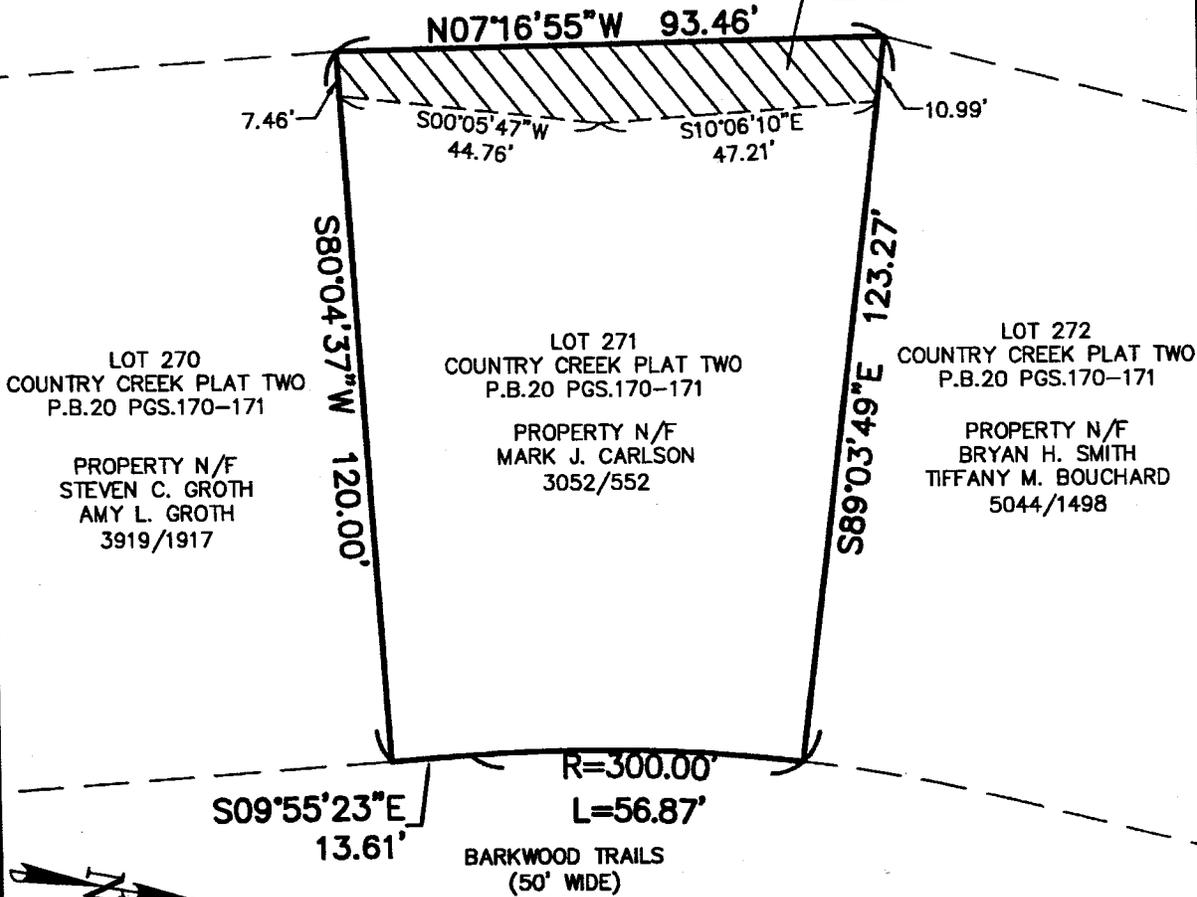
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

COMMON GROUND
COUNTRY CREEK PLAT TWO
P.B.20 PGS.170-171

PERMANENT DRAINAGE
EASEMENT
1,036 SQ. FT.



LOT 270
COUNTRY CREEK PLAT TWO
P.B.20 PGS.170-171

PROPERTY N/F
STEVEN C. GROTH
AMY L. GROTH
3919/1917

LOT 271
COUNTRY CREEK PLAT TWO
P.B.20 PGS.170-171

PROPERTY N/F
MARK J. CARLSON
3052/552

LOT 272
COUNTRY CREEK PLAT TWO
P.B.20 PGS.170-171

PROPERTY N/F
BRYAN H. SMITH
TIFFANY M. BOUCHARD
5044/1498



SCALE: 1" = 30'

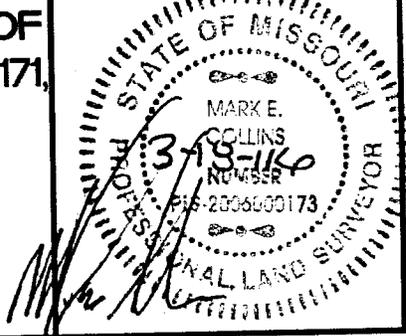
- GENERAL NOTES:**
1. BASIS OF BEARINGS ADOPTED FROM "COUNTRY CREEK PLAT TWO" AS RECORDED IN P.B. 20, PGS. 170-171 OF THE ST. CHARLES COUNTY RECORDS.
 4. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

EXHIBIT A	
DATE	03/16/2016
DRAWN	MLR

PERMANENT DRAINAGE EASEMENT

INITIALS:	
PROJECT	05-13464A
FILE	13464A PDE 2

A TRACT OF LAND BEING PART OF LOT 271 OF
"COUNTRY CREEK PLAT TWO" P.B.20 PGS.170-171,
WITHIN U.S. SURVEY 1640,
TOWNSHIP 47 NORTH, RANGE 4 EAST
OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF ST. PETERS,
ST. CHARLES COUNTY, MISSOURI



Land Description
1,036 Sq. Ft.
March 16, 2016
Bax Project No. 13-13464A
MLR

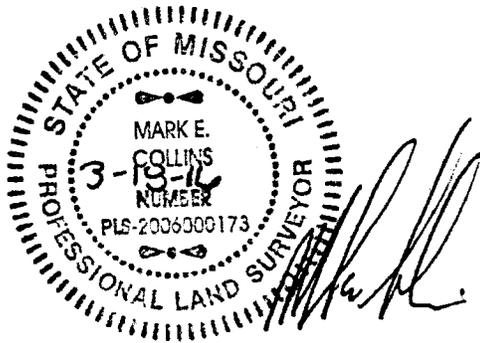
EXHIBIT B

MARK J. CARLSON
3052/552
3-0153-5303-00-0271.0000000

PERMANENT DRAINAGE EASEMENT

A tract of land being part of Lot 271 of "Country Creek Plat Two", a subdivision according to the plat thereof recorded in Plat Book 20 Pages 170-171 of the St. Charles County records, within U.S. Survey 1640, Township 47 North, Range 4 East of the fifth principal meridian, City of St. Peters, St. Charles County, Missouri and being more particularly described as follows:

Beginning at the Southwest corner of Lot 271 of said "Country Creek Plat Two"; thence along the West line of said Lot 271, North 07 degrees 16 minutes 55 seconds West 93.46 feet; thence leaving said West line of Lot 271, along the North line of Lot 271, South 89 degrees 03 minutes 49 seconds East 10.99 feet; thence leaving said North line of Lot 271, South 10 degrees 06 minutes 10 seconds East 47.21 feet to a point; thence South 00 degrees 05 minutes 47 seconds West 44.76 feet to a point in the South line of said Lot 271; thence along said South line of Lot 271, South 80 degrees 04 minutes 37 seconds West 7.46 feet to the point of beginning containing 1,036 square feet according to calculations made by Bax Engineering during the month of March, 2016.



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A PERMANENT DRAINAGE EASEMENT WITH BERNARD J. DUBRAY AND JOANN DUBRAY FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

WHEREAS, it is in the best interest of the inhabitants of the City of St. Peters, Missouri, that improvements be made to the Spencer Creek stream channel and the St. Peters Condo basin; and

WHEREAS, the City of St. Peters did pass Ordinance 6553 on June 23, 2016, for construction and maintenance of said Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12); and

WHEREAS, construction and maintenance of said improvements necessitates obtaining a permanent drainage easement from Bernard J. DuBray and JoAnn DuBray, husband and wife; and

WHEREAS, the City of St. Peters and said Bernard J. DuBray and JoAnn DuBray desire to enter into a Permanent Drainage Easement Agreement for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to negotiate, execute, and administer, on behalf of said City, a Permanent

Drainage Easement Agreement, in substantially the form attached hereto and made a part hereof, with Bernard J. DuBray and JoAnn DuBray, husband and wife, for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

SECTION 2. The City Clerk is hereby directed to cause said Permanent Drainage Easement Agreement to be recorded in the office of the Recorder of Deeds of St. Charles County, Missouri.

SECTION 3. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability Clause

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 5. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 8th day of September, 2016.

As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Approved this 8th day of September, 2016.

Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Draft

Permanent Drainage Easement Agreement

This Agreement, made and entered into as of the _____ day of _____, 2016, by and between Bernard J. DuBray and JoAnn DuBray, husband and wife, whose mailing address is 54 Spencer Trail, St. Peters, Missouri 63376, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

Witnesseth, that the **GRANTOR**, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by the said **GRANTEE**, the receipt and sufficiency of which are hereby acknowledged, do by these presents *Grant* unto the said **GRANTEE**,

A Perpetual Right and Easement, for the purposes of constructing, re-constructing, using, stabilizing, planting vegetation, operating and maintaining detention basins, stream channels and stream channel improvements, and patrolling detention basin and stream channel improvements, and other appurtenances thereto, in, on, upon, along, over, under, through and across the real estate more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein (the "Easement Area"). The **GRANTEE** shall have the right to survey, stake, slope, alter existing grade of, reshape, construct, reconstruct, install, place, keep, operate, maintain, inspect, control, add to and relocate at will, at any time, and from time to time, storm water control and water quality improvements, lines, pipes and other appurtenances associated therewith, including, without limitation, the right of ingress and egress to and over the above described Easement Area and premises of **GRANTOR** adjoining the same, for all purposes herein stated; together with the right at any time and from time to time, to trim and cut down any and all brush, saplings, trees and overhanging branches, and remove same and any vegetation and/or any rocks or other obstructions upon, over, and under said Easement Area or any portion thereof for the purposes hereinabove set out, and with the further right at any time and from time to time, to remove any or all of the said improvements and appurtenances thereto located upon, over across and under said Easement Area by virtue hereof. **GRANTEE** covenants and agrees that after any construction or work done on and to the Easement Area herein granted, that it will restore any adjacent property of the **GRANTOR** outside of the Easement Area to substantially its prior condition, to the extent practicable.

GRANTOR covenants and agrees that it will not, nor will it allow others to construct, plant, erect or cause to be placed within the limits of said Easement Area herein granted any object,

including but not limited to, lawn furniture, swing sets, woodpiles, or compost piles. **GRANTOR** further covenants and agrees it will not interfere with the proper construction or use of said water quality improvements. **GRANTOR** further agrees that it will not conduct nor allow others to conduct any of the following acts in, on, upon, along, over, through or across the herein described Easement Area without prior written consent of **GRANTEE**: (a) drilling, excavating or removing from the Easement Area of any topsoil, sand, rock or other mineral resource or natural deposit or other materials; (b) mowing, cutting, removing or otherwise destroying trees, grasses, or other vegetation; (c) introducing or planting of additional trees, grasses or other vegetation; (d) manipulating or altering the natural watercourses; (e) dumping of any waste or unsightly or offensive material; (f) changing the topography of the Easement Area in any manner; (g) tilling the Easement Area; or (h) conducting any activity which is detrimental to the water quality of the adjacent stream.

GRANTOR does hereby release and agree to indemnify, defend and hold harmless the **GRANTEE**, its officials, employees and contractors from and of any and all liability, including, but not limited to, damages, or claims for damages, including attorney's fees, arising from or as a result of, the actions or omissions, whether negligent or not, of **GRANTOR** or its agents, contractors, volunteers, or residents related in any manner to **GRANTEE'S** construction of the storm water control and water quality improvements, and **GRANTEE'S** maintenance of the Basin and/or stream channel improvements.

GRANTOR, for itself, its successors and assigns, does hereby warrant and covenant unto **GRANTEE** (1) that **GRANTOR** is the owner of the above described Easement Area and has full right and authority validly to grant this easement, (2) that **GRANTEE** may quietly enjoy the Easement Area for the purposes herein stated, and (3) that **GRANTOR** will not interfere with the exercise and enjoyment of the easement rights hereinabove conveyed.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

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 and assigns forever.

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

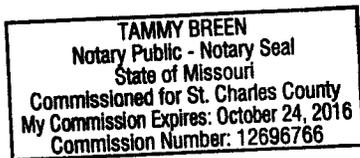
On this 21st day of June, 2016, before me personally appeared JOANN DUBRAY, known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same as her free act and deed.

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

My Commission Expires:



GRANTEE:

CITY OF ST. PETERS MISSOURI
a Missouri municipal corporation

By: _____
Russell W. Batzel, City Administrator

SEAL

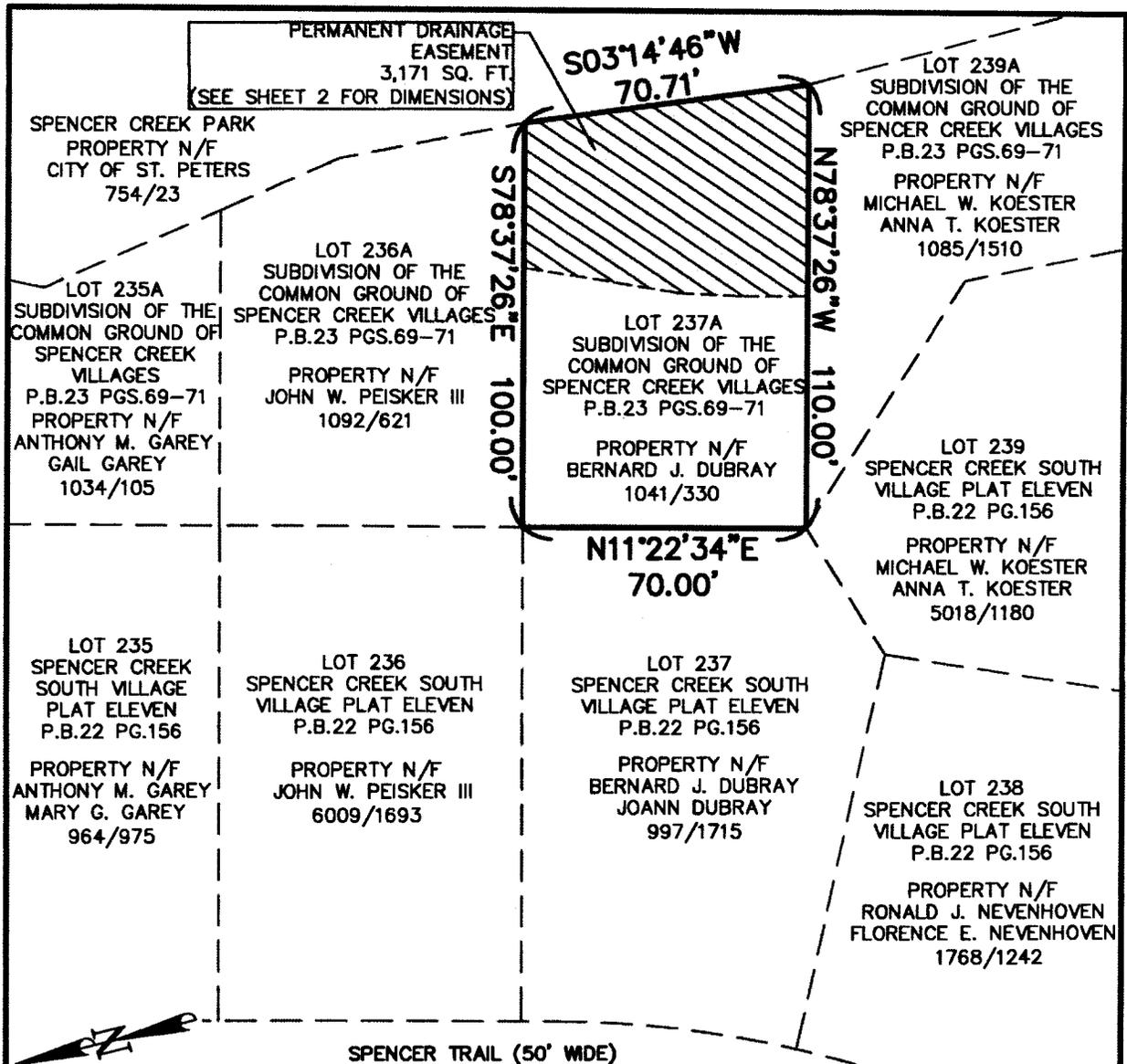
STATE OF MISSOURI }
 }SS.
COUNTY OF ST, CHARLES }

On this _____ day of _____, 2015, before me appeared, Russell W. Batzel, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a Municipal Corporation of the State of Missouri, that the seal affixed to the foregoing instrument is the seal of said City, that said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen; and, that said City Administrator acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:



SCALE: 1" = 40'

GENERAL NOTES:

1. BASIS OF BEARINGS ADOPTED FROM "SUBDIVISION OF THE COMMON GROUND OF SPENCER CREEK VILLAGES" AS RECORDED IN P.B. 23, PGS.69-71 OF THE ST. CHARLES COUNTY RECORDS.
4. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

SHEET 1 OF 2

EXHIBIT A

INITIALS:

DATE 03/16/2016
DRAWN MLR

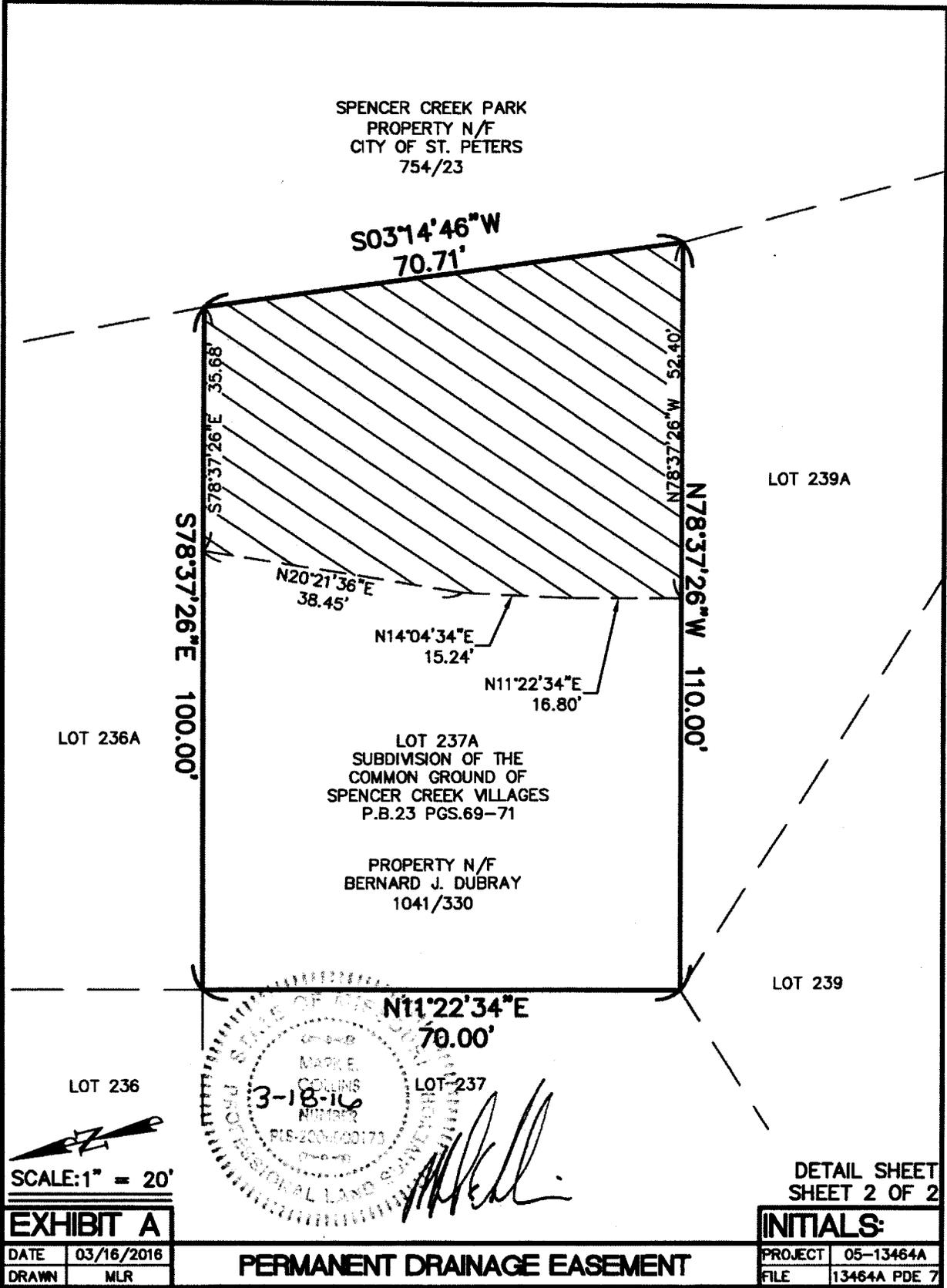
PERMANENT DRAINAGE EASEMENT

PROJECT 05-13464A
FILE 13464A PDE 7

A TRACT OF LAND BEING PART OF LOT 237A OF 'SUBDIVISION OF THE COMMON GROUND OF SPENCER CREEK VILLAGES' P.B.23 PG.,69-71 WITHIN U.S. SURVEY 1640, TOWNSHIP 47 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ST. PETERS, ST. CHARLES COUNTY, MISSOURI

3-1876
[Signature]

SPENCER CREEK PARK
 PROPERTY N/F
 CITY OF ST. PETERS
 754/23



LOT 236A

LOT 239A

LOT 237A
 SUBDIVISION OF THE
 COMMON GROUND OF
 SPENCER CREEK VILLAGES
 P.B.23 PGS.69-71

PROPERTY N/F
 BERNARD J. DUBRAY
 1041/330

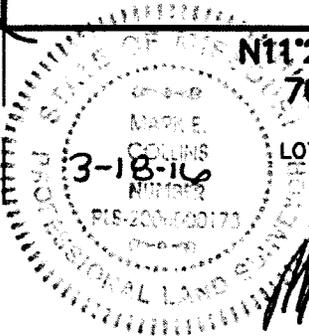
LOT 239

LOT 236

LOT 237



SCALE: 1" = 20'



Mark Collins

DETAIL SHEET
 SHEET 2 OF 2

EXHIBIT A	
DATE	03/16/2016
DRAWN	MLR

PERMANENT DRAINAGE EASEMENT

INITIALS:	
PROJECT	05-13464A
FILE	13464A PDE 7

Land Description
3,171 Sq. Ft.
March 16, 2016
Bax Project No. 13-13464A
MLR

BERNARD J. DUBRAY
1041/330
2-0108-5691-00-237A.0000000

EXHIBIT B

PERMANENT DRAINAGE EASEMENT

A tract of land being part of Lot 237A of "Subdivision of the Common Ground of Spencer Creek Villages", a subdivision according to the plat thereof recorded in Plat Book 23 Pages 69-71 of the St. Charles County records, within U.S. Survey 1640, Township 47 North, Range 4 East of the fifth principal meridian, City of St. Peters, St. Charles County, Missouri and being more particularly described as follows:

Beginning at the Northeast corner of Lot 237A of said "Subdivision of the Common Ground of Spencer Creek Villages"; thence along the East line of said Lot 237A, South 03 degrees 14 minutes 46 seconds West 70.71 feet; thence leaving said East line of Lot 237A, along the South line of Lot 237A, North 78 degrees 37 minutes 26 seconds West 52.40 feet; thence leaving said South line of Lot 237A, North 11 degrees 22 minutes 34 seconds East 16.80 feet to a point; thence North 14 degrees 04 minutes 34 seconds East 15.24 feet to a point; thence North 20 degrees 21 minutes 36 seconds East 38.45 feet to a point in the North line of said Lot 237A; thence along said North line of Lot 237A, South 78 degrees 37 minutes 26 seconds East 35.68 feet to the point of beginning containing 3,171 square feet according to calculations made by Bax Engineering during the month of March, 2016.



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A PERMANENT DRAINAGE EASEMENT WITH CARLETON FANCHER AND AIMEE FANCHER FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

WHEREAS, it is in the best interest of the inhabitants of the City of St. Peters, Missouri, that improvements be made to the Spencer Creek stream channel and the St. Peters Condo basin; and

WHEREAS, the City of St. Peters did pass Ordinance 6553 on June 23, 2016, for construction and maintenance of said Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12); and

WHEREAS, construction and maintenance of said improvements necessitates obtaining a permanent drainage easement from Carleton Fancher and Aimee Fancher, husband and wife; and

WHEREAS, the City of St. Peters and said Carleton Fancher and Aimee Fancher desire to enter into a Permanent Drainage Easement Agreement for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to negotiate, execute, and administer, on behalf of said City, a Permanent Drainage Easement Agreement, in substantially the form attached hereto and made a part hereof, with Carleton Fancher and Aimee Fancher, husband and wife, for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

SECTION 2. The City Clerk is hereby directed to cause said Permanent Drainage Easement Agreement to be recorded in the office of the Recorder of Deeds of St. Charles County, Missouri.

SECTION 3. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability Clause

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 5. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 8th day of September, 2016.

As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Approved this 8th day of September, 2016.

Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Draft

Permanent Drainage Easement Agreement

This instrument, made and entered into this 9th day of May, 2016, by and between, Carleton Fancher and Aimee Fancher, husband and wife, their successors and assigns, with a mailing address of 20 Constellation Hill, St. Peters, Missouri 63376, hereinafter referred to as GRANTOR, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, its grantors and assigns, whose address is #1 St. Peters Centre Blvd., St. Peters, Missouri 63376 hereinafter referred to as GRANTEE.

Witnesseth, that the GRANTOR, for and in consideration of the sum of \$1.00 and other good and valuable consideration paid by the said GRANTEE, the receipt and sufficiency of which is hereby acknowledged, do by these presents *Grant* unto the said GRANTEE,

A Perpetual Right and Easement, for the purpose of constructing, re-constructing, using, stabilizing, planting vegetation, operating and maintaining a stream channel, and patrolling stream channel improvements, and other appurtenances thereto, in, on, upon, along, over, under, through and across the real estate more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein (the "Easement Area"). The GRANTEE shall have the right to survey, stake, slope, alter existing grade of, reshape, construct, reconstruct, place, install, place, keep, operate, maintain, inspect, control, add to and relocate at will, at any time, and from time to time, storm water control and water quality improvements, lines, pipes and other appurtenances associated therewith, including, without limitation, the right of ingress and egress to and over the above described Easement Area and premises of GRANTOR adjoining the same, for all purposes herein stated; together with the right at any time and from time to time, to trim and cut down any and all brush, saplings, trees and overhanging branches, and remove same and any vegetation and/or any rocks or other obstructions upon, over, and under said Easement Area or any portion thereof for the purposes hereinabove set out, and with the further right at any time and from time to time, to remove any or all of the said improvements and appurtenances thereto located upon, over, across and under said Easement Area by virtue hereof. GRANTEE covenants and agrees that after any construction or work done on and to the Easement Area herein granted, that it will restore the ground surface to substantially its prior condition, to the extent practicable.

GRANTOR covenants and agrees that it will not, nor will it allow others to construct, plant erect or cause to be placed within the limits of said Easement Area herein granted any object,

including but not limited to, lawn furniture, swing sets, woodpiles, or compost piles. GRANTOR further covenants and agrees it will not interfere with the proper construction or use of water quality improvements. GRANTOR further agrees that it will not conduct nor allow others to conduct any of the following acts in, on, upon, along, over, through or across the herein described Easement Area without prior written consent of GRANTEE: (a) drill, excavating or removing from the Easement Area of any topsoil, sand, rock or other mineral resource or natural deposit or other materials; (b) mowing, cutting, removing or otherwise destroying trees, grasses, or other vegetation; (c) introducing or planting of additional trees, grasses or other vegetation; (d) manipulating or altering the natural watercourses; (e) dumping of any waste or unsightly or offensive material; (f) changing the topography of the Easement Area in any manner; (g) tilling the Easement Area; or (h) conducting any activity which is detrimental to the water quality of the adjacent basin.

GRANTOR does hereby release and agree to indemnify, defend and hold harmless the GRANTEE, its officials, employees and contractors from and of any and all liability, including, but not limited to, damages, or claims for damages, including attorney's fees, arising from or as a result of, the actions or omissions, whether negligent or not, of GRANTOR or its agents, contractors, volunteers, or resident related in any manner to GRANTEE'S construction of the stormwater control and water quality improvements, and GRANTEE'S maintenance of the constructed improvements.

GRANTOR, for itself, its successors and assigns, does hereby warrant and covenant unto GRANTEE (1) that GRANTOR is the owner of the above described Easement Area and has full right and authority validly to grant this easement, (2) that GRANTEE may quietly enjoy the Easement Area for the purposes herein stated, and (3) that GRANTOR will not interfere with the exercise and enjoyment of the easement rights hereinabove conveyed.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

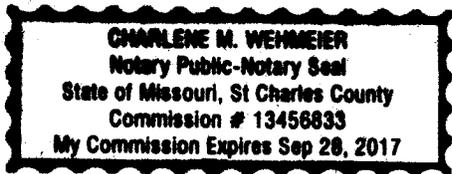
To Have and to Hold the said ***Easement***, together with all rights and appurtenances to the same belonging, unto the said GRANTEE, and to its successors and assigns forever.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

STATE OF MISSOURI)
)SS.
COUNTY OF St Charles)

On this 9th day of May, 2016, before me personally appeared AIMEE FANCHER, known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same as her 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.



Charlene M. Wehmeier
Notary Public

My Commission Expires: 9/28/2017

GRANTEE:

CITY OF ST. PETERS MISSOURI
a Missouri municipal corporation

By: _____
Russell W. Batzel, City Administrator

SEAL

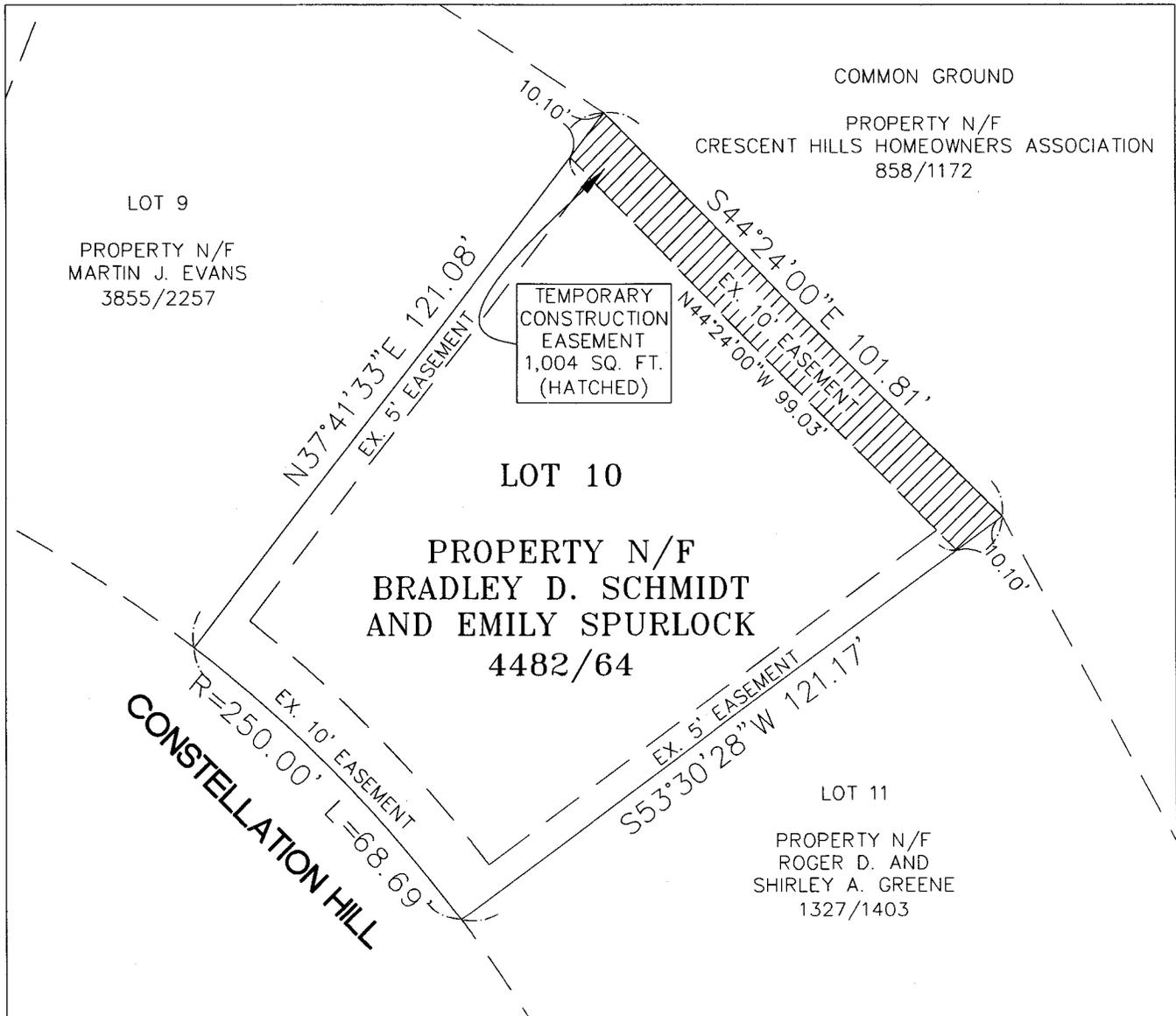
STATE OF MISSOURI }
 }SS.
COUNTY OF ST, CHARLES }

On this _____ day of _____, 2016, before me appeared, Russell W. Batzel, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a Municipal Corporation of the State of Missouri, that the seal affixed to the foregoing instrument is the seal of said City, that said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen; and, that said City Administrator acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:



GENERAL NOTES:

1. BASIS OF BEARINGS ADOPTED FROM MISSOURI STATE PLANE COORDINATE SYSTEM, EAST ZONE.
2. THE DIRECTIONS AND DISTANCES SHOWN ON THIS EXHIBIT ARE BASED ON CALCULATIONS COMBINING RECORD DEEDS FROM THE ST. CHARLES COUNTY RECORDS, OLD SURVEYS FROM THE ARCHIVES OF BAX ENGINEERING AND ACTUAL EXISTING SURVEY MONUMENTATION FOUND IN THE FIELD.
3. ALTHOUGH THE DIRECTIONS AND DISTANCES SHOWN ON THIS EXHIBIT MAY BE DIFFERENT THAN THAT DESCRIBED IN DEED BOOK 2811 PAGE 155, IT IS INTENDING TO DESCRIBE THE SAME TRACT OF LAND.
4. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

SCALE: 1' = 30'

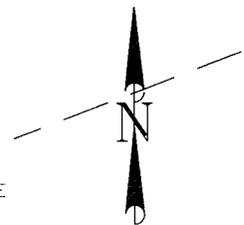


EXHIBIT A

DATE	8/9/06
DRAWN	GMH

PERMANENT DRAINAGE EASEMENT

INITIALS:

PROJECT	05-13464
FILE	13464-TCE10

A TRACT OF LAND BEING PART OF
 LOT 10 OF "CRESCENT HILLS"
 P.B. 21 PG. 67, IN U.S. SURVEY 1640,
 TOWNSHIP 46 NORTH, RANGE 4 EAST
 OF THE FIFTH PRINCIPAL MERIDIAN,
 ST. CHARLES COUNTY, MISSOURI

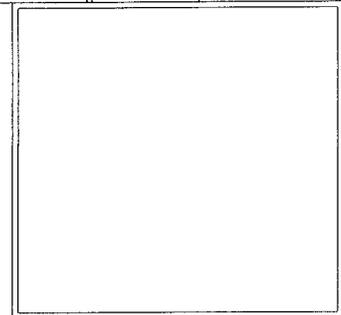


EXHIBIT B

LAND DESCRIPTION
1,004 SQUARE FEET
BAX PROJECT NO. 05-13464
AUGUST 10, 2006
GMH

PERMANENT DRAINAGE EASEMENT

A tract of land being part of Lot 10 of "Crescent Hills", a subdivision according to the plat thereof recorded in Plat Book 21 Page 67 of the St. Charles County records, in U.S. Survey 1640, Township 46 North, Range 4 East of the Fifth Principal Meridian, St. Charles County, Missouri and being more particularly described as follows:

BEGINNING at the Northern most corner of Lot 11 of said "Crescent Hills" said point also being the Eastern most corner of aforesaid Lot 10; thence along the Southeast line of said Lot 10, South 53 degrees 30 minutes 28 seconds West 10.10; thence leaving said Southeast line of Lot 10, North 44 degrees 24 minutes 00 seconds West 99.03 feet to a point on the Northwest line of said Lot 10; thence along said Northwest line of Lot 10, North 37 degrees 41 minutes 33 seconds East 10.10 feet to the Northern most corner of said Lot 10; thence along the Northeast line of said Lot 10, South 44 degrees 24 minutes 00 seconds East 101.81 feet to the POINT OF BEGINNING and containing 1,004 square feet according to calculations by Bax Engineering Company, Inc., during August, 2006.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A PERMANENT DRAINAGE EASEMENT WITH HENRY JR. FOSTER AND MARILYN J. FOSTER FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

WHEREAS, it is in the best interest of the inhabitants of the City of St. Peters, Missouri, that improvements be made to the Spencer Creek stream channel and the St. Peters Condo basin; and

WHEREAS, the City of St. Peters did pass Ordinance 6553 on June 23, 2016, for construction and maintenance of said Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12); and

WHEREAS, construction and maintenance of said improvements necessitates obtaining a permanent drainage easement from Henry Jr. Foster and Marilyn J. Foster, husband and wife; and

WHEREAS, the City of St. Peters and said Henry Jr. Foster and Marilyn J. Foster desire to enter into a Permanent Drainage Easement Agreement for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to negotiate, execute, and administer, on behalf of said City, a Permanent Drainage Easement Agreement, in substantially the form attached hereto and made a part hereof, with Henry Jr. Foster and Marilyn J. Foster, husband and wife, for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

SECTION 2. The City Clerk is hereby directed to cause said Permanent Drainage Easement Agreement to be recorded in the office of the Recorder of Deeds of St. Charles County, Missouri.

SECTION 3. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability Clause

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 5. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 8th day of September, 2016.

As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Approved this 8th day of September, 2016.

Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Draft

Permanent Drainage Easement Agreement

This Agreement, made and entered into as of the ____ day of _____, 2016, by and among Henry Jr. Foster and Marilyn J. foster husband and wife, whose mailing address is 26 Constellation Hill, St. Peters, Missouri 63376, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

Witnesseth, that the **GRANTOR**, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by the said **GRANTEE**, the receipt and sufficiency of which are hereby acknowledged, do by these presents *Grant* unto the said **GRANTEE**,

A Perpetual Right and Easement, for the purposes of constructing, re-constructing, using, stabilizing, planting vegetation, operating and maintaining detention basins, stream channels and stream channel improvements, and patrolling detention basin and stream channel improvements, and other appurtenances thereto, in, on, upon, along, over, under, through and across the real estate more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein (the "Easement Area"). The **GRANTEE** shall have the right to survey, stake, slope, alter existing grade of, reshape, construct, reconstruct, install, place, keep, operate, maintain, inspect, control, add to and relocate at will, at any time, and from time to time, storm water control and water quality improvements, lines, pipes and other appurtenances associated therewith, including, without limitation, the right of ingress and egress to and over the above described Easement Area and premises of **GRANTOR** adjoining the same, for all purposes herein stated; together with the right at any time and from time to time, to trim and cut down any and all brush, saplings, trees and overhanging branches, and remove same and any vegetation and/or any rocks or other obstructions upon, over, and under said Easement Area or any portion thereof for the purposes hereinabove set out, and with the further right at any time and from time to time, to remove any or all of the said improvements and appurtenances thereto located upon, over across and under said Easement Area by virtue hereof. **GRANTEE** covenants and agrees that after any construction or work done on and to the Easement Area herein granted, that it will restore any adjacent property of the **GRANTOR** outside of the Easement Area to substantially its prior condition, to the extent practicable.

GRANTOR covenants and agrees that it will not, nor will it allow others to construct, plant, erect or cause to be placed within the limits of said Easement Area herein granted any object,

including but not limited to, lawn furniture, swing sets, woodpiles, or compost piles. **GRANTOR** further covenants and agrees it will not interfere with the proper construction or use of said water quality improvements. **GRANTOR** further agrees that it will not conduct nor allow others to conduct any of the following acts in, on, upon, along, over, through or across the herein described Easement Area without prior written consent of **GRANTEE**: (a) drilling, excavating or removing from the Easement Area of any topsoil, sand, rock or other mineral resource or natural deposit or other materials; (b) mowing, cutting, removing or otherwise destroying trees, grasses, or other vegetation; (c) introducing or planting of additional trees, grasses or other vegetation; (d) manipulating or altering the natural watercourses; (e) dumping of any waste or unsightly or offensive material; (f) changing the topography of the Easement Area in any manner; (g) tilling the Easement Area; or (h) conducting any activity which is detrimental to the water quality of the adjacent stream.

GRANTOR does hereby release and agree to indemnify, defend and hold harmless the **GRANTEE**, its officials, employees and contractors from and of any and all liability, including, but not limited to, damages, or claims for damages, including attorney's fees, arising from or as a result of, the actions or omissions, whether negligent or not, of **GRANTOR** or its agents, contractors, volunteers, or residents related in any manner to **GRANTEE'S** construction of the storm water control and water quality improvements, and **GRANTEE'S** maintenance of the Basin and/or stream channel improvements.

GRANTOR, for itself, its successors and assigns, does hereby warrant and covenant unto **GRANTEE** (1) that **GRANTOR** is the owner of the above described Easement Area and has full right and authority validly to grant this easement, (2) that **GRANTEE** may quietly enjoy the Easement Area for the purposes herein stated, and (3) that **GRANTOR** will not interfere with the exercise and enjoyment of the easement rights hereinabove conveyed.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

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 and assigns forever.

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

On this 11th day of MAY, 2016, before me personally appeared Marilyn J. Foster, known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same as her 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.

Mary N Spinner
Notary

My Commission Expires:



GRANTEE:

CITY OF ST. PETERS MISSOURI
a Missouri municipal corporation

By: _____
Russell W. Batzel, City Administrator

SEAL

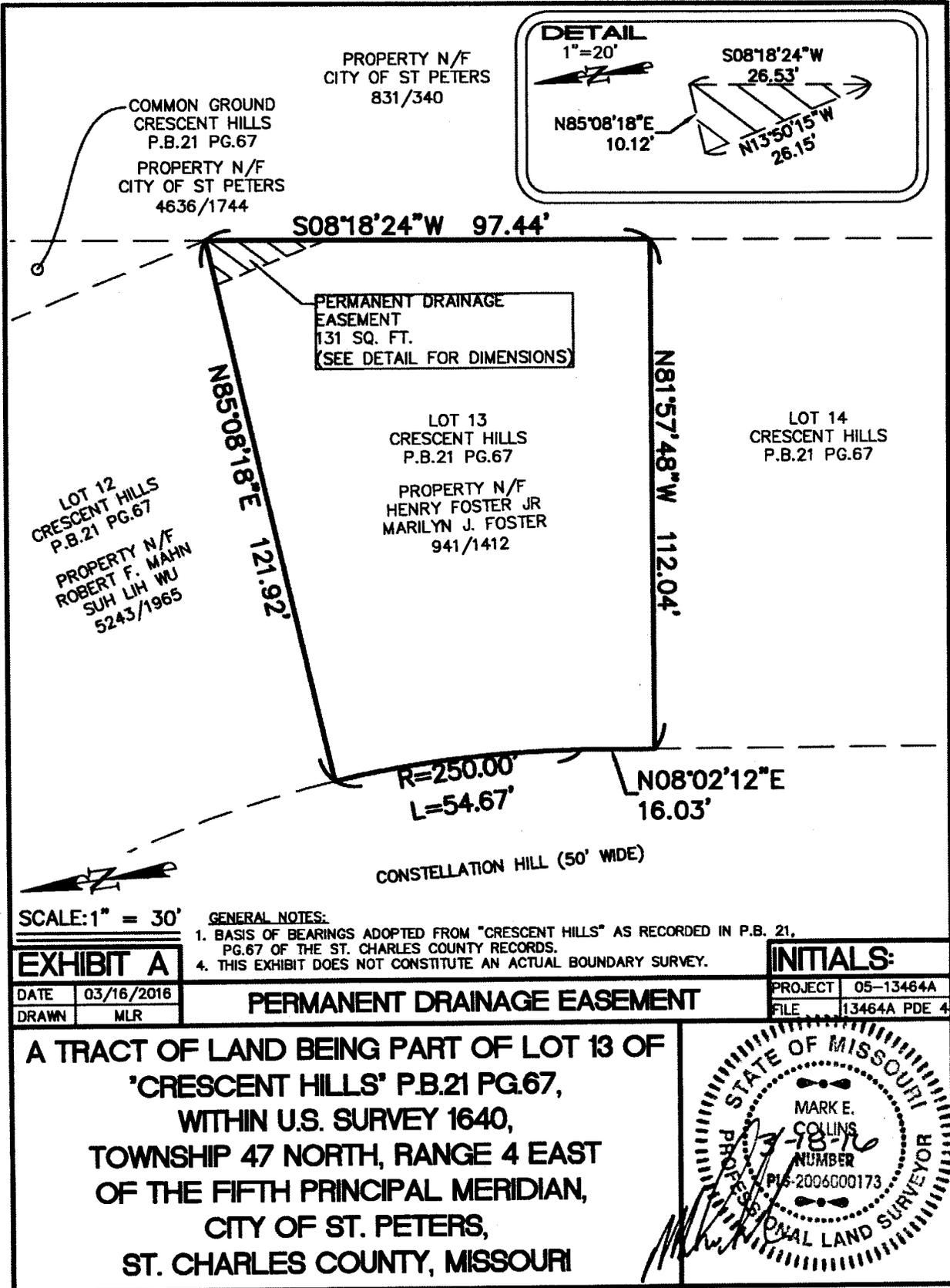
STATE OF MISSOURI }
 }SS.
COUNTY OF ST, CHARLES }

On this _____ day of _____, 2016, before me appeared, Russell W. Batzel, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a Municipal Corporation of the State of Missouri, that the seal affixed to the foregoing instrument is the seal of said City, that said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen; and, that said City Administrator acknowledged said instrument to be the free act and deed of said City.

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

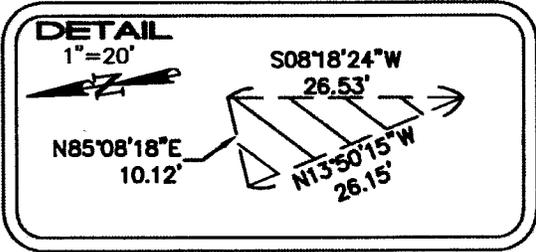
Notary Public

My Commission Expires:



PROPERTY N/F
CITY OF ST PETERS
831/340

COMMON GROUND
CRESCENT HILLS
P.B.21 PG.67
PROPERTY N/F
CITY OF ST PETERS
4636/1744



LOT 12
CRESCENT HILLS
P.B.21 PG.67
PROPERTY N/F
ROBERT F. MAHN
SUH LIH WU
5243/1965

LOT 13
CRESCENT HILLS
P.B.21 PG.67
PROPERTY N/F
HENRY FOSTER JR
MARILYN J. FOSTER
941/1412

LOT 14
CRESCENT HILLS
P.B.21 PG.67

SCALE: 1" = 30'

GENERAL NOTES:

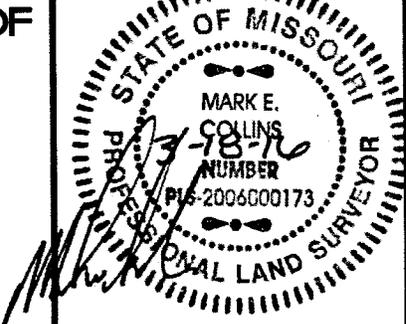
1. BASIS OF BEARINGS ADOPTED FROM "CRESCENT HILLS" AS RECORDED IN P.B. 21, PG.67 OF THE ST. CHARLES COUNTY RECORDS.
4. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

EXHIBIT A	
DATE	03/16/2016
DRAWN	MLR

PERMANENT DRAINAGE EASEMENT

INITIALS:	
PROJECT	05-13464A
FILE	13464A PDE 4

A TRACT OF LAND BEING PART OF LOT 13 OF
'CRESCENT HILLS' P.B.21 PG.67,
WITHIN U.S. SURVEY 1640,
TOWNSHIP 47 NORTH, RANGE 4 EAST
OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF ST. PETERS,
ST. CHARLES COUNTY, MISSOURI



Land Description
131 Sq. Ft.
March 16, 2016
Bax Project No. 13-13464A
MLR

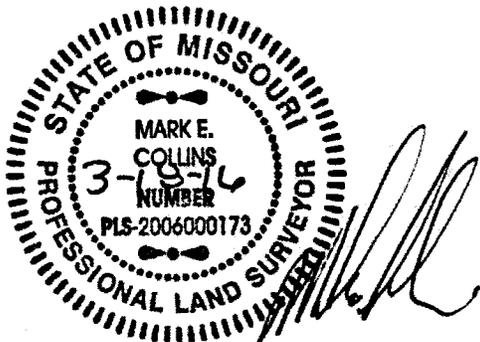
HENRY FOSTER JR
MARILYN J. FOSTER
941/1412
3-0153-5376-00-0013.0000000

EXHIBIT B

PERMANENT DRAINAGE EASEMENT

A tract of land being part of Lot 13 of "Crescent Hills", a subdivision according to the plat thereof recorded in Plat Book 21 Page 67 of the St. Charles County records, within U.S. Survey 1640, Township 47 North, Range 4 East of the fifth principal meridian, City of St. Peters, St. Charles County, Missouri and being more particularly described as follows:

Beginning at the Northeast corner of Lot 13 of said "Crescent Hills"; thence along the East line of said Lot 13, South 08 degrees 18 minutes 24 seconds West 26.53 feet; thence leaving said East line of Lot 13, North 13 degrees 50 minutes 15 seconds West 26.15 feet to a point in the North line of said Lot 13; thence along said North line of Lot 13, North 85 degrees 08 minutes 18 seconds East 10.12 feet to the point of beginning containing 131 square feet according to calculations made by Bax Engineering during the month of March, 2016.



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A PERMANENT DRAINAGE EASEMENT WITH ANTHONY M. GAREY AND MARY GAIL GAREY FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

WHEREAS, it is in the best interest of the inhabitants of the City of St. Peters, Missouri, that improvements be made to the Spencer Creek stream channel and the St. Peters Condo basin; and

WHEREAS, the City of St. Peters did pass Ordinance 6553 on June 23, 2016, for construction and maintenance of said Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12); and

WHEREAS, construction and maintenance of said improvements necessitates obtaining a permanent drainage easement from Anthony M. Garey and Mary Gail Garey, husband and wife; and

WHEREAS, the City of St. Peters and said Anthony M. Garey and Mary Gail Garey desire to enter into a Permanent Drainage Easement Agreement for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to negotiate, execute, and administer, on behalf of said City, a Permanent Drainage Easement Agreement, in substantially the form attached hereto and made a part hereof, with Anthony M. Garey and Mary Gail Garey, husband and wife, for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

SECTION 2. The City Clerk is hereby directed to cause said Permanent Drainage Easement Agreement to be recorded in the office of the Recorder of Deeds of St. Charles County, Missouri.

SECTION 3. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability Clause

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 5. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 8th day of September, 2016.

As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Approved this 8th day of September, 2016.

Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Draft

Permanent Drainage Easement Agreement

This Agreement, made and entered into as of the ____ day of _____, 2016, by and between Anthony M. Garey and Mary Gail Garey , husband and wife, whose mailing address is 58 Spencer Trail, St. Peters, Missouri 63376, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

Witnesseth, that the **GRANTOR**, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by the said **GRANTEE**, the receipt and sufficiency of which are hereby acknowledged, do by these presents *Grant* unto the said **GRANTEE**,

A Perpetual Right and Easement, for the purposes of constructing, re-constructing, using, stabilizing, planting vegetation, operating and maintaining detention basins, stream channels and stream channel improvements, and patrolling detention basin and stream channel improvements, and other appurtenances thereto, in, on, upon, along, over, under, through and across the real estate more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein (the "Easement Area"). The **GRANTEE** shall have the right to survey, stake, slope, alter existing grade of, reshape, construct, reconstruct, install, place, keep, operate, maintain, inspect, control, add to and relocate at will, at any time, and from time to time, storm water control and water quality improvements, lines, pipes and other appurtenances associated therewith, including, without limitation, the right of ingress and egress to and over the above described Easement Area and premises of **GRANTOR** adjoining the same, for all purposes herein stated; together with the right at any time and from time to time, to trim and cut down any and all brush, saplings, trees and overhanging branches, and remove same and any vegetation and/or any rocks or other obstructions upon, over, and under said Easement Area or any portion thereof for the purposes hereinabove set out, and with the further right at any time and from time to time, to remove any or all of the said improvements and appurtenances thereto located upon, over across and under said Easement Area by virtue hereof. **GRANTEE** covenants and agrees that after any construction or work done on and to the Easement Area herein granted, that it will restore any adjacent property of the **GRANTOR** outside of the Easement Area to substantially its prior condition, to the extent practicable.

GRANTOR covenants and agrees that it will not, nor will it allow others to construct, plant, erect or cause to be placed within the limits of said Easement Area herein granted any object,

including but not limited to, lawn furniture, swing sets, woodpiles, or compost piles. **GRANTOR** further covenants and agrees it will not interfere with the proper construction or use of said water quality improvements. **GRANTOR** further agrees that it will not conduct nor allow others to conduct any of the following acts in, on, upon, along, over, through or across the herein described Easement Area without prior written consent of **GRANTEE**: (a) drilling, excavating or removing from the Easement Area of any topsoil, sand, rock or other mineral resource or natural deposit or other materials; (b) mowing, cutting, removing or otherwise destroying trees, grasses, or other vegetation; (c) introducing or planting of additional trees, grasses or other vegetation; (d) manipulating or altering the natural watercourses; (e) dumping of any waste or unsightly or offensive material; (f) changing the topography of the Easement Area in any manner; (g) tilling the Easement Area; or (h) conducting any activity which is detrimental to the water quality of the adjacent stream.

GRANTOR, for itself, its successors and assigns, does hereby warrant and covenant unto **GRANTEE** (1) that **GRANTOR** is the owner of the above described Easement Area and has full right and authority validly to grant this easement, (2) that **GRANTEE** may quietly enjoy the Easement Area for the purposes herein stated, and (3) that **GRANTOR** will not interfere with the exercise and enjoyment of the easement rights hereinabove conveyed.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

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 and assigns forever.

In Witness Whereof, the said **GRANTOR** and **GRANTEE** have executed these presents as of the day and year first above written.

GRANTOR:

By: Anthony M. Garey
Anthony M. Garey, owner

By: Mary Gail Garey
Mary Gail Garey, owner

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

On this 22ND day of APRIL, 2016, before me personally appeared ANTHONY M. GAREY, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

IN TESTIMAONY 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



My Commission Expires:

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

On this 22ND day of APRIL, 2016, before me personally appeared MARY GAIL GAREY, known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same as her free act and deed.

IN TESTIMAONY 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



My Commission Expires:

GRANTEE:

CITY OF ST. PETERS MISSOURI
a Missouri municipal corporation

By: _____
Russell W. Batzel, City Administrator

SEAL

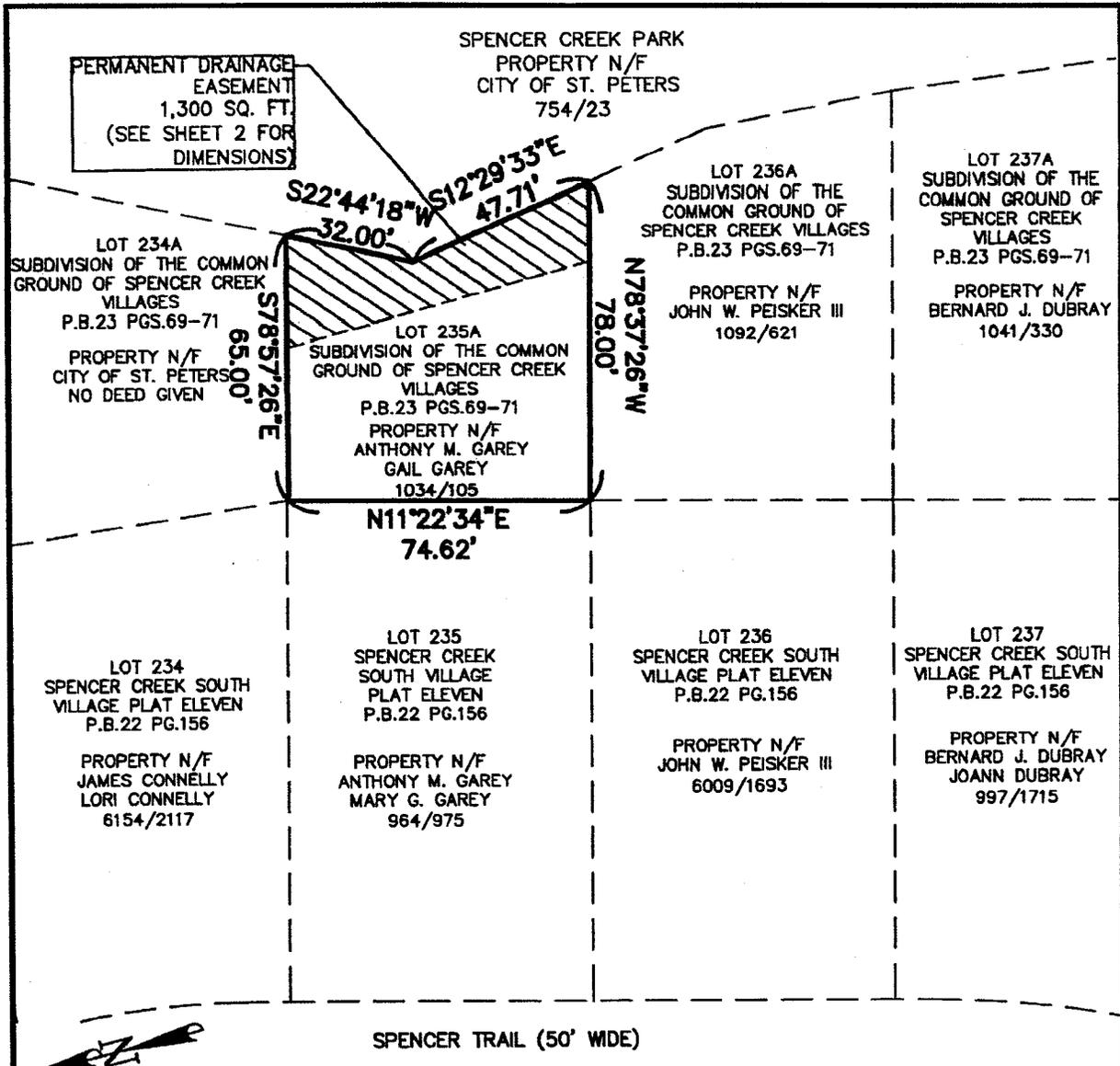
STATE OF MISSOURI }
 }SS.
COUNTY OF ST, CHARLES }

On this _____ day of _____, 2016, before me appeared, Russell W. Batzel, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a Municipal Corporation of the State of Missouri, that the seal affixed to the foregoing instrument is the seal of said City, that said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen; and, that said City Administrator acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:



SCALE: 1" = 40'

GENERAL NOTES:

1. BASIS OF BEARINGS ADOPTED FROM "SUBDIVISION OF THE COMMON GROUND OF SPENCER CREEK VILLAGES" AS RECORDED IN P.B. 23, PGS.69-71 OF THE ST. CHARLES COUNTY RECORDS.
4. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

SHEET 1 OF 2

EXHIBIT A

DATE 03/16/2016
DRAWN MLR

PERMANENT DRAINAGE EASEMENT

INITIALS:

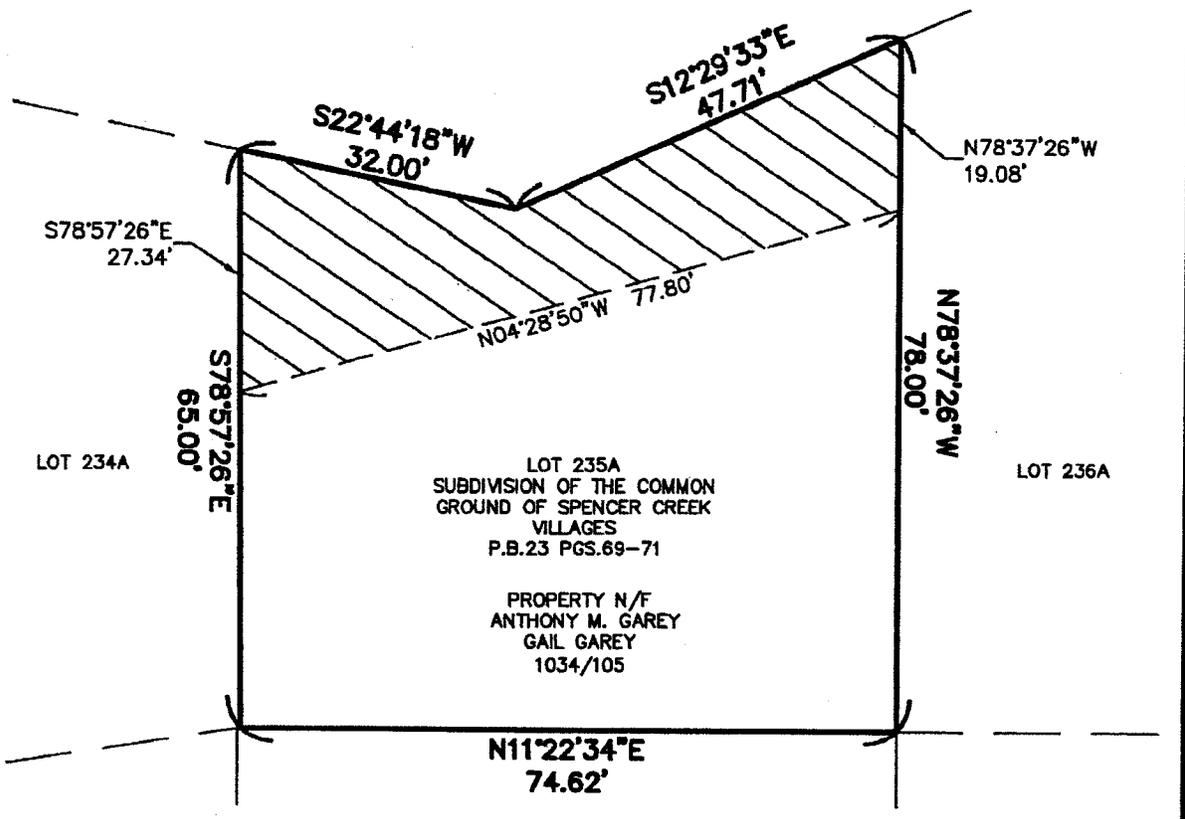
PROJECT 05-13464A
FILE 13464A PDE 9

A TRACT OF LAND BEING PART OF LOT 235A OF
'SUBDIVISION OF THE COMMON GROUND OF
SPENCER CREEK VILLAGES' P.B.23 PG.69-71
WITHIN U.S. SURVEY 1640,
TOWNSHIP 47 NORTH, RANGE 4 EAST
OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF ST. PETERS,
ST. CHARLES COUNTY, MISSOURI



64

SPENCER CREEK PARK
 PROPERTY N/F
 CITY OF ST. PETERS
 754/23



LOT 234A

LOT 235A
 SUBDIVISION OF THE COMMON
 GROUND OF SPENCER CREEK
 VILLAGES
 P.B.23 PGS.69-71

LOT 236A

PROPERTY N/F
 ANTHONY M. GAREY
 GAIL GAREY
 1034/105

LOT 234

N11°22'34"E
 74.62'

LOT 236



SCALE: 1" = 20'

DETAIL SHEET
 SHEET 2 OF 2

EXHIBIT A

INITIALS:

DATE	03/16/2016
DRAWN	MLR

PERMANENT DRAINAGE EASEMENT

PROJECT	05-13464A
FILE	13464A PDE 9

PK

Land Description
1,300 Sq. Ft.
March 16, 2016
Bax Project No. 13-13464A
MLR

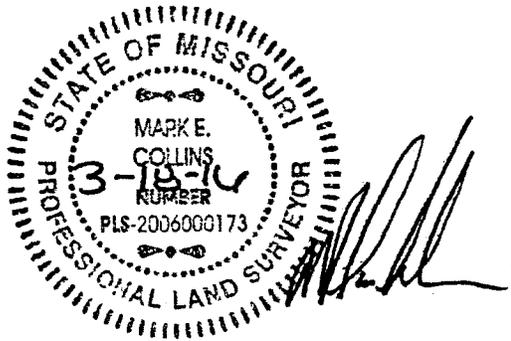
ANTHONY M. GAREY
GAIL GAREY
1034/105
2-0108-5691-00-235A.0000000

EXHIBIT B

PERMANENT DRAINAGE EASEMENT

A tract of land being part of Lot 235A of "Subdivision of the Common Ground of Spencer Creek Villages", a subdivision according to the plat thereof recorded in Plat Book 23 Pages 69-71 of the St. Charles County records, within U.S. Survey 1640, Township 47 North, Range 4 East of the fifth principal meridian, City of St. Peters, St. Charles County, Missouri and being more particularly described as follows:

Beginning at the Northeast corner of Lot 235A of said "Subdivision of the Common Ground of Spencer Creek Villages"; thence along the East line of said Lot 235A, South 22 degrees 44 minutes 18 seconds West 32.00 feet; thence continuing along said East line of Lot 235A, South 12 degrees 29 minutes 33 seconds East 47.71 feet; thence leaving said East line of Lot 235A, along the South line of Lot 235A, North 78 degrees 37 minutes 26 seconds West 19.08 feet; thence leaving said South line of Lot 235A, North 04 degrees 28 minutes 50 seconds West 77.80 feet to a point in the North line of Lot 235A; thence along the North line of Lot 235A, South 78 degrees 57 minutes 26 seconds East 27.34 feet to the point of beginning containing 1,300 square feet according to calculations made by Bax Engineering during the month of March, 2016.



OK

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A PERMANENT DRAINAGE EASEMENT WITH ROGER D. GREENE AND SHIRLEY A. GREENE FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

WHEREAS, it is in the best interest of the inhabitants of the City of St. Peters, Missouri, that improvements be made to the Spencer Creek stream channel and the St. Peters Condo basin; and

WHEREAS, the City of St. Peters did pass Ordinance 6553 on June 23, 2016, for construction and maintenance of said Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12); and

WHEREAS, construction and maintenance of said improvements necessitates obtaining a permanent drainage easement from Roger D. Greene and Shirley A. Greene, husband and wife; and

WHEREAS, the City of St. Peters and said Roger D. Greene and Shirley A. Greene desire to enter into a Permanent Drainage Easement Agreement for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to negotiate, execute, and administer, on behalf of said City, a Permanent Drainage Easement Agreement, in substantially the form attached hereto and made a part hereof, with Roger D. Greene and Shirley A. Greene, husband and wife, for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

SECTION 2. The City Clerk is hereby directed to cause said Permanent Drainage Easement Agreement to be recorded in the office of the Recorder of Deeds of St. Charles County, Missouri.

SECTION 3. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability Clause

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 5. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 8th day of September, 2016.

As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Approved this 8th day of September, 2016.

Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Draft

Permanent Drainage Easement Agreement

This Agreement, made and entered into as of the _____ day of _____, 2016, by and between Roger D. Greene and Shirley A. Greene, husband and wife, whose mailing address is 22 Constellation Hill, St. Peters, Missouri 63376, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

Witnesseth, that the **GRANTOR**, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by the said **GRANTEE**, the receipt and sufficiency of which are hereby acknowledged, do by these presents *Grant* unto the said **GRANTEE**,

A Perpetual Right and Easement, for the purposes of constructing, re-constructing, using, stabilizing, planting vegetation, operating and maintaining detention basins, stream channels and stream channel improvements, and patrolling detention basin and stream channel improvements, and other appurtenances thereto, in, on, upon, along, over, under, through and across the real estate more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein (the "Easement Area"). The **GRANTEE** shall have the right to survey, stake, slope, alter existing grade of, reshape, construct, reconstruct, install, place, keep, operate, maintain, inspect, control, add to and relocate at will, at any time, and from time to time, storm water control and water quality improvements, lines, pipes and other appurtenances associated therewith, including, without limitation, the right of ingress and egress to and over the above described Easement Area and premises of **GRANTOR** adjoining the same, for all purposes herein stated; together with the right at any time and from time to time, to trim and cut down any and all brush, saplings, trees and overhanging branches, and remove same and any vegetation and/or any rocks or other obstructions upon, over, and under said Easement Area or any portion thereof for the purposes hereinabove set out, and with the further right at any time and from time to time, to remove any or all of the said improvements and appurtenances thereto located upon, over across and under said Easement Area by virtue hereof. **GRANTEE** covenants and agrees that after any construction or work done on and to the Easement Area herein granted, that it will restore any adjacent property of the **GRANTOR** outside of the Easement Area to substantially its prior condition, to the extent practicable.

GRANTOR covenants and agrees that it will not, nor will it allow others to construct, plant, erect or cause to be placed within the limits of said Easement Area herein granted any object,

including but not limited to, lawn furniture, swing sets, woodpiles, or compost piles. **GRANTOR** further covenants and agrees it will not interfere with the proper construction or use of said water quality improvements. **GRANTOR** further agrees that it will not conduct nor allow others to conduct any of the following acts in, on, upon, along, over, through or across the herein described Easement Area without prior written consent of **GRANTEE**: (a) drilling, excavating or removing from the Easement Area of any topsoil, sand, rock or other mineral resource or natural deposit or other materials; (b) mowing, cutting, removing or otherwise destroying trees, grasses, or other vegetation; (c) introducing or planting of additional trees, grasses or other vegetation; (d) manipulating or altering the natural watercourses; (e) dumping of any waste or unsightly or offensive material; (f) changing the topography of the Easement Area in any manner; (g) tilling the Easement Area; or (h) conducting any activity which is detrimental to the water quality of the adjacent stream.

GRANTOR does hereby release and agree to indemnify, defend and hold harmless the **GRANTEE**, its officials, employees and contractors from and of any and all liability, including, but not limited to, damages, or claims for damages, including attorney's fees, arising from or as a result of, the actions or omissions, whether negligent or not, of **GRANTOR** or its agents, contractors, volunteers, or residents related in any manner to **GRANTEE'S** construction of the storm water control and water quality improvements, and **GRANTEE'S** maintenance of the Basin and/or stream channel improvements.

GRANTOR, for itself, its successors and assigns, does hereby warrant and covenant unto **GRANTEE** (1) that **GRANTOR** is the owner of the above described Easement Area and has full right and authority validly to grant this easement, (2) that **GRANTEE** may quietly enjoy the Easement Area for the purposes herein stated, and (3) that **GRANTOR** will not interfere with the exercise and enjoyment of the easement rights hereinabove conveyed.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

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 and assigns forever.

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

On this 11th day of MAY, 2016, before me personally appeared SHIRLEY A. GREENE, known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same as her 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

My Commission Expires:



GRANTEE:

CITY OF ST. PETERS MISSOURI
a Missouri municipal corporation

By: _____
Russell W. Batzel, City Administrator

SEAL

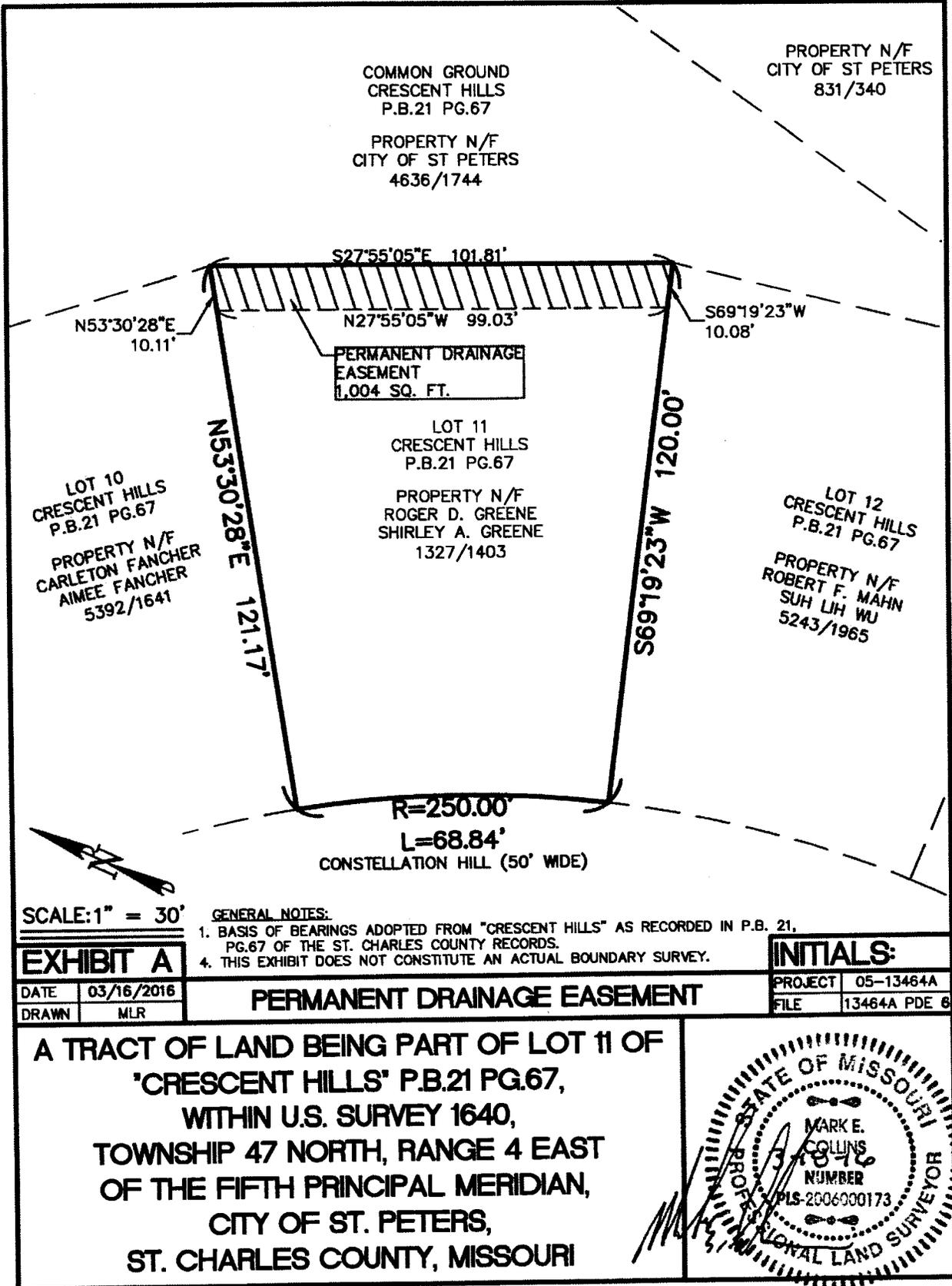
STATE OF MISSOURI }
 }SS.
COUNTY OF ST, CHARLES }

On this _____ day of _____, 2016, before me appeared, Russell W. Batzel, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a Municipal Corporation of the State of Missouri, that the seal affixed to the foregoing instrument is the seal of said City, that said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen; and, that said City Administrator acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:



COMMON GROUND
CRESCENT HILLS
P.B.21 PG.67

PROPERTY N/F
CITY OF ST PETERS
831/340

PROPERTY N/F
CITY OF ST PETERS
4636/1744

N53°30'28"E
10.11'

S27°55'05"E 101.81'

N27°55'05"W 99.03'

S69°19'23"W
10.08'

PERMANENT DRAINAGE
EASEMENT
1,004 SQ. FT.

LOT 10
CRESCENT HILLS
P.B.21 PG.67
PROPERTY N/F
CARLETON FANCHER
AIMEE FANCHER
5392/1641

LOT 11
CRESCENT HILLS
P.B.21 PG.67

PROPERTY N/F
ROGER D. GREENE
SHIRLEY A. GREENE
1327/1403

LOT 12
CRESCENT HILLS
P.B.21 PG.67
PROPERTY N/F
ROBERT F. MAHN
SUH LIH WU
5243/1965

N53°30'28"E
121.17'

S69°19'23"W
120.00'

R=250.00'

L=68.84'

CONSTELLATION HILL (50' WIDE)

SCALE: 1" = 30'

GENERAL NOTES:

1. BASIS OF BEARINGS ADOPTED FROM "CRESCENT HILLS" AS RECORDED IN P.B. 21, PG.67 OF THE ST. CHARLES COUNTY RECORDS.
4. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

EXHIBIT A

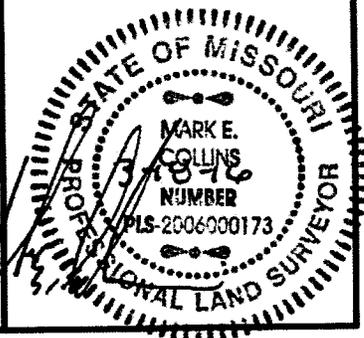
DATE 03/16/2016
DRAWN MLR

PERMANENT DRAINAGE EASEMENT

INITIALS:

PROJECT 05-13464A
FILE 13464A PDE 6

A TRACT OF LAND BEING PART OF LOT 11 OF
'CRESCENT HILLS' P.B.21 PG.67,
WITHIN U.S. SURVEY 1640,
TOWNSHIP 47 NORTH, RANGE 4 EAST
OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF ST. PETERS,
ST. CHARLES COUNTY, MISSOURI



Land Description
1,004 Sq. Ft.
March 16, 2016
Bax Project No. 13-13464A
MLR

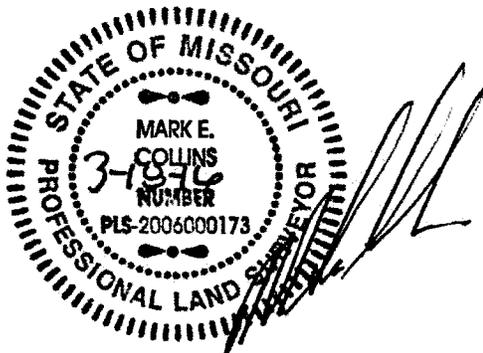
ROGER D. GREENE
SHIRLEY A. GREENE
1327/1403
3-0153-5376-00-0011.0000000

EXHIBIT B

PERMANENT DRAINAGE EASEMENT

A tract of land being part of Lot 11 of "Crescent Hills", a subdivision according to the plat thereof recorded in Plat Book 21 Page 67 of the St. Charles County records, within U.S. Survey 1640, Township 47 North, Range 4 East of the fifth principal meridian, City of St. Peters, St. Charles County, Missouri and being more particularly described as follows:

Beginning at the Northeast corner of Lot 11 of said "Crescent Hills"; thence along the East line of said Lot 11, South 27 degrees 55 minutes 05 seconds East 101.81; thence leaving said East line of Lot 11, along the South line of Lot 11, South 69 degrees 19 minutes 23 seconds West 10.08 feet; thence leaving said South line of Lot 11, North 27 degrees 55 minutes 05 seconds West 99.03 feet to a point in the North line of said Lot 11; thence along said North line of Lot 11, North 53 degrees 30 minutes 28 seconds East 10.11 feet to the point of beginning containing 1,004 square feet according to calculations made by Bax Engineering during the month of March, 2016.



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A PERMANENT DRAINAGE EASEMENT WITH STEVEN C. GROTH AND AMY L. GROTH FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

WHEREAS, it is in the best interest of the inhabitants of the City of St. Peters, Missouri, that improvements be made to the Spencer Creek stream channel and the St. Peters Condo basin; and

WHEREAS, the City of St. Peters did pass Ordinance 6553 on June 23, 2016, for construction and maintenance of said Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12); and

WHEREAS, construction and maintenance of said improvements necessitates obtaining a permanent drainage easement from Steven C. Groth and Amy L. Groth, husband and wife; and

WHEREAS, the City of St. Peters and said Steven C. Groth and Amy L. Groth desire to enter into a Permanent Drainage Easement Agreement for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to negotiate, execute, and administer, on behalf of said City, a Permanent Drainage Easement Agreement, in substantially the form attached hereto and made a part hereof, with Steven C. Groth and Amy L. Groth, husband and wife, for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

SECTION 2. The City Clerk is hereby directed to cause said Permanent Drainage Easement Agreement to be recorded in the office of the Recorder of Deeds of St. Charles County, Missouri.

SECTION 3. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability Clause

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 5. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 8th day of September, 2016.

As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Approved this 8th day of September, 2016.

Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Draft

Permanent Drainage Easement Agreement

This Agreement, made and entered into as of the _____ day of _____, 2016, by and between Steven C. Groth and Amy L. Groth, husband and wife, whose mailing address is 28 Barkwood Trails, St. Peters, Missouri 63376, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

Witnesseth, that the **GRANTOR**, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by the said **GRANTEE**, the receipt and sufficiency of which are hereby acknowledged, do by these presents *Grant* unto the said **GRANTEE**,

A Perpetual Right and Easement, for the purposes of constructing, re-constructing, using, stabilizing, planting vegetation, operating and maintaining detention basins, stream channels and stream channel improvements, and patrolling detention basin and stream channel improvements, and other appurtenances thereto, in, on, upon, along, over, under, through and across the real estate more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein (the "Easement Area"). The **GRANTEE** shall have the right to survey, stake, slope, alter existing grade of, reshape, construct, reconstruct, install, place, keep, operate, maintain, inspect, control, add to and relocate at will, at any time, and from time to time, storm water control and water quality improvements, lines, pipes and other appurtenances associated therewith, including, without limitation, the right of ingress and egress to and over the above described Easement Area and premises of **GRANTOR** adjoining the same, for all purposes herein stated; together with the right at any time and from time to time, to trim and cut down any and all brush, saplings, trees and overhanging branches, and remove same and any vegetation and/or any rocks or other obstructions upon, over, and under said Easement Area or any portion thereof for the purposes hereinabove set out, and with the further right at any time and from time to time, to remove any or all of the said improvements and appurtenances thereto located upon, over across and under said Easement Area by virtue hereof. **GRANTEE** covenants and agrees that after any construction or work done on and to the Easement Area herein granted, that it will restore any adjacent property of the **GRANTOR** outside of the Easement Area to substantially its prior condition, to the extent practicable.

GRANTOR covenants and agrees that it will not, nor will it allow others to construct, plant, erect or cause to be placed within the limits of said Easement Area herein granted any object,

including but not limited to, lawn furniture, swing sets, woodpiles, or compost piles. **GRANTOR** further covenants and agrees it will not interfere with the proper construction or use of said water quality improvements. **GRANTOR** further agrees that it will not conduct nor allow others to conduct any of the following acts in, on, upon, along, over, through or across the herein described Easement Area without prior written consent of **GRANTEE**: (a) drilling, excavating or removing from the Easement Area of any topsoil, sand, rock or other mineral resource or natural deposit or other materials; (b) mowing, cutting, removing or otherwise destroying trees, grasses, or other vegetation; (c) introducing or planting of additional trees, grasses or other vegetation; (d) manipulating or altering the natural watercourses; (e) dumping of any waste or unsightly or offensive material; (f) changing the topography of the Easement Area in any manner; (g) tilling the Easement Area; or (h) conducting any activity which is detrimental to the water quality of the adjacent stream.

GRANTOR does hereby release and agree to indemnify, defend and hold harmless the **GRANTEE**, its officials, employees and contractors from and of any and all liability, including, but not limited to, damages, or claims for damages, including attorney's fees, arising from or as a result of, the actions or omissions, whether negligent or not, of **GRANTOR** or its agents, contractors, volunteers, or residents related in any manner to **GRANTEE'S** construction of the storm water control and water quality improvements, and **GRANTEE'S** maintenance of the Basin and/or stream channel improvements.

GRANTOR, for itself, its successors and assigns, does hereby warrant and covenant unto **GRANTEE** (1) that **GRANTOR** is the owner of the above described Easement Area and has full right and authority validly to grant this easement, (2) that **GRANTEE** may quietly enjoy the Easement Area for the purposes herein stated, and (3) that **GRANTOR** will not interfere with the exercise and enjoyment of the easement rights hereinabove conveyed.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

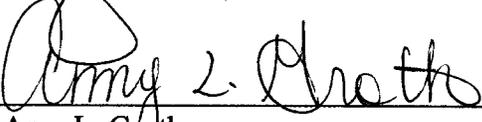
All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

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 and assigns forever.

In Witness Whereof, the said GRANTOR and GRANTEE have executed these presents as of the day and year first above written.

GRANTOR:

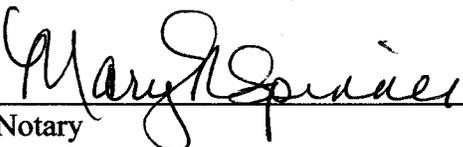
By: 
Steve C. Groth, owner

By: 
Amy L. Groth, owner

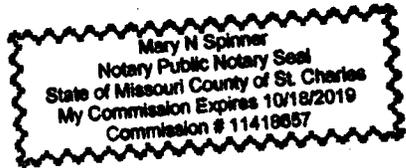
STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this 15th day of JUNE, 2016, before me personally appeared STEVEN C. GROTH, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his 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

My Commission Expires:



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

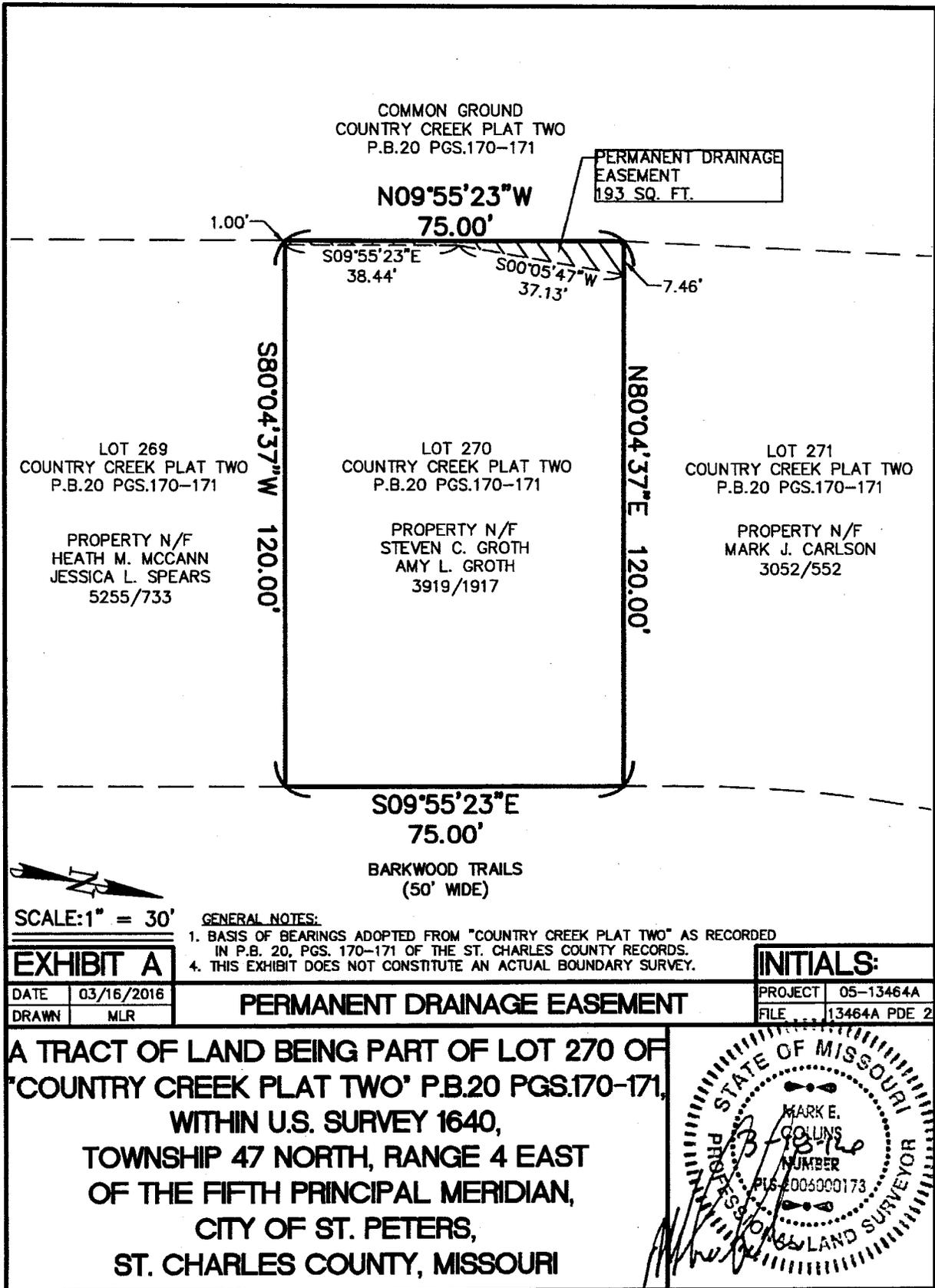
On this 15th day of JUNE, 2016, before me personally appeared AMY L. GROTH, known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same as her free act and deed.

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.

Mary N Spinner
Notary

My Commission Expires:





COMMON GROUND
COUNTRY CREEK PLAT TWO
P.B.20 PGS.170-171

N09°55'23"W
75.00'

PERMANENT DRAINAGE
EASEMENT
193 SQ. FT.

1.00'

S09°55'23"E
38.44'

S00°05'47"W
37.13'

7.46'

S80°04'37"W
120.00'

LOT 269
COUNTRY CREEK PLAT TWO
P.B.20 PGS.170-171

PROPERTY N/F
HEATH M. MCCANN
JESSICA L. SPEARS
5255/733

LOT 270
COUNTRY CREEK PLAT TWO
P.B.20 PGS.170-171

PROPERTY N/F
STEVEN C. GROTH
AMY L. GROTH
3919/1917

LOT 271
COUNTRY CREEK PLAT TWO
P.B.20 PGS.170-171

PROPERTY N/F
MARK J. CARLSON
3052/552

N80°04'37"E
120.00'

S09°55'23"E
75.00'

BARKWOOD TRAILS
(50' WIDE)



SCALE: 1" = 30'

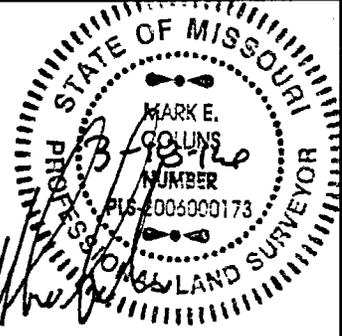
- GENERAL NOTES:
1. BASIS OF BEARINGS ADOPTED FROM "COUNTRY CREEK PLAT TWO" AS RECORDED IN P.B. 20, PGS. 170-171 OF THE ST. CHARLES COUNTY RECORDS.
 4. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

EXHIBIT A	
DATE	03/16/2016
DRAWN	MLR

PERMANENT DRAINAGE EASEMENT

INITIALS:	
PROJECT	05-13464A
FILE	13464A PDE 2

**A TRACT OF LAND BEING PART OF LOT 270 OF
 'COUNTRY CREEK PLAT TWO' P.B.20 PGS.170-171,
 WITHIN U.S. SURVEY 1640,
 TOWNSHIP 47 NORTH, RANGE 4 EAST
 OF THE FIFTH PRINCIPAL MERIDIAN,
 CITY OF ST. PETERS,
 ST. CHARLES COUNTY, MISSOURI**



Land Description
193 Sq. Ft.
March 16, 2016
Bax Project No. 13-13464A
MLR

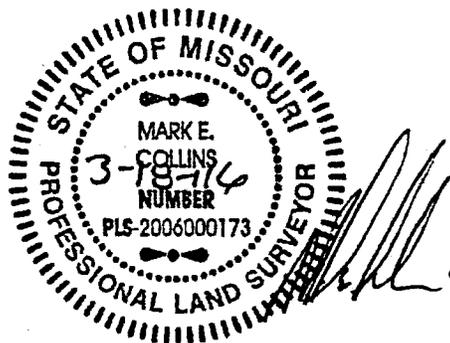
STEVEN C. GROTH
AMY L. GROTH
3919/1917
3-0153-5303-00-0270.0000000

EXHIBIT B

PERMANENT DRAINAGE EASEMENT

A tract of land being part of Lot 270 of "Country Creek Plat Two", a subdivision according to the plat thereof recorded in Plat Book 20 Pages 170-171 of the St. Charles County records, within U.S. Survey 1640, Township 47 North, Range 4 East of the fifth principal meridian, City of St. Peters, St. Charles County, Missouri and being more particularly described as follows:

Beginning at the Southwest corner of Lot 270 of said "Country Creek Plat Two"; thence along the West line of said Lot 270, North 09 degrees 55 minutes 23 seconds West 75.00 feet; thence leaving said West line of Lot 270, along the North line of Lot 270, North 80 degrees 04 minutes 37 seconds East 7.46 feet; thence leaving said North line of Lot 270, South 00 degrees 05 minutes 47 seconds West 37.13 feet to a point; thence South 09 degrees 55 minutes 23 seconds East 38.44 feet to a point in the South line of said Lot 270; thence South 80 degrees 04 minutes 37 seconds West 1.00 feet to the point of beginning containing 193 square feet according to calculations made by Bax Engineering during the month of March, 2016.



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A PERMANENT DRAINAGE EASEMENT WITH ROBERT F. MAHN AND SHU-LIH WU FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

WHEREAS, it is in the best interest of the inhabitants of the City of St. Peters, Missouri, that improvements be made to the Spencer Creek stream channel and the St. Peters Condo basin; and

WHEREAS, the City of St. Peters did pass Ordinance 6553 on June 23, 2016, for construction and maintenance of said Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12); and

WHEREAS, construction and maintenance of said improvements necessitates obtaining a permanent drainage easement from Robert F. Mahn, a single person, and Suh-Lih Wu, a single person; and

WHEREAS, the City of St. Peters and said Robert F. Mahn and Shu-Lih Wu desire to enter into a Permanent Drainage Easement Agreement for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to negotiate, execute, and administer, on behalf of said City, a Permanent Drainage Easement Agreement, in substantially the form attached hereto and made a part hereof, with Robert F. Mahn, a single person, and Shu-Lih Wu, a single person, for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

SECTION 2. The City Clerk is hereby directed to cause said Permanent Drainage Easement Agreement to be recorded in the office of the Recorder of Deeds of St. Charles County, Missouri.

SECTION 3. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability Clause

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 5. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 8th day of September, 2016.

As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Approved this 8th day of September, 2016.

Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Draft

Permanent Drainage Easement Agreement

This Agreement, made and entered into as of the ____ day of _____, 2016, by and among Robert F. Mahn, a single person, and Suh-Lih Wu, a single person, whose mailing address is 24 Constellation Hill, St. Peters, Missouri 63376, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

Witnesseth, that the **GRANTOR**, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by the said **GRANTEE**, the receipt and sufficiency of which are hereby acknowledged, do by these presents *Grant* unto the said **GRANTEE**,

A Perpetual Right and Easement, for the purposes of constructing, re-constructing, using, stabilizing, planting vegetation, operating and maintaining detention basins, stream channels and stream channel improvements, and patrolling detention basin and stream channel improvements, and other appurtenances thereto, in, on, upon, along, over, under, through and across the real estate more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein (the "Easement Area"). The **GRANTEE** shall have the right to survey, stake, slope, alter existing grade of, reshape, construct, reconstruct, install, place, keep, operate, maintain, inspect, control, add to and relocate at will, at any time, and from time to time, storm water control and water quality improvements, lines, pipes and other appurtenances associated therewith, including, without limitation, the right of ingress and egress to and over the above described Easement Area and premises of **GRANTOR** adjoining the same, for all purposes herein stated; together with the right at any time and from time to time, to trim and cut down any and all brush, saplings, trees and overhanging branches, and remove same and any vegetation and/or any rocks or other obstructions upon, over, and under said Easement Area or any portion thereof for the purposes hereinabove set out, and with the further right at any time and from time to time, to remove any or all of the said improvements and appurtenances thereto located upon, over across and under said Easement Area by virtue hereof. **GRANTEE** covenants and agrees that after any construction or work done on and to the Easement Area herein granted, that it will restore any adjacent property of the **GRANTOR** outside of the Easement Area to substantially its prior condition, to the extent practicable.

GRANTOR covenants and agrees that it will not, nor will it allow others to construct, plant, erect or cause to be placed within the limits of said Easement Area herein granted any object,

including but not limited to, lawn furniture, swing sets, woodpiles, or compost piles. **GRANTOR** further covenants and agrees it will not interfere with the proper construction or use of said water quality improvements. **GRANTOR** further agrees that it will not conduct nor allow others to conduct any of the following acts in, on, upon, along, over, through or across the herein described Easement Area without prior written consent of **GRANTEE**: (a) drilling, excavating or removing from the Easement Area of any topsoil, sand, rock or other mineral resource or natural deposit or other materials; (b) mowing, cutting, removing or otherwise destroying trees, grasses, or other vegetation; (c) introducing or planting of additional trees, grasses or other vegetation; (d) manipulating or altering the natural watercourses; (e) dumping of any waste or unsightly or offensive material; (f) changing the topography of the Easement Area in any manner; (g) tilling the Easement Area; or (h) conducting any activity which is detrimental to the water quality of the adjacent stream.

GRANTOR does hereby release and agree to indemnify, defend and hold harmless the **GRANTEE**, its officials, employees and contractors from and of any and all liability, including, but not limited to, damages, or claims for damages, including attorney's fees, arising from or as a result of, the actions or omissions, whether negligent or not, of **GRANTOR** or its agents, contractors, volunteers, or residents related in any manner to **GRANTEE'S** construction of the storm water control and water quality improvements, and **GRANTEE'S** maintenance of the Basin and/or stream channel improvements.

GRANTOR, for itself, its successors and assigns, does hereby warrant and covenant unto **GRANTEE** (1) that **GRANTOR** is the owner of the above described Easement Area and has full right and authority validly to grant this easement, (2) that **GRANTEE** may quietly enjoy the Easement Area for the purposes herein stated, and (3) that **GRANTOR** will not interfere with the exercise and enjoyment of the easement rights hereinabove conveyed.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

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 and assigns forever.

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

On this 5th day of MAY, 2016, before me personally appeared SUH-LIH WU, known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same as her 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

My Commission Expires:



GRANTEE:

CITY OF ST. PETERS MISSOURI
a Missouri municipal corporation

By: _____
Russell W. Batzel, City Administrator

SEAL

STATE OF MISSOURI }
 }SS.
COUNTY OF ST, CHARLES }

On this _____ day of _____, 2016, before me appeared, Russell W. Batzel, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a Municipal Corporation of the State of Missouri, that the seal affixed to the foregoing instrument is the seal of said City, that said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen; and, that said City Administrator acknowledged said instrument to be the free act and deed of said City.

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

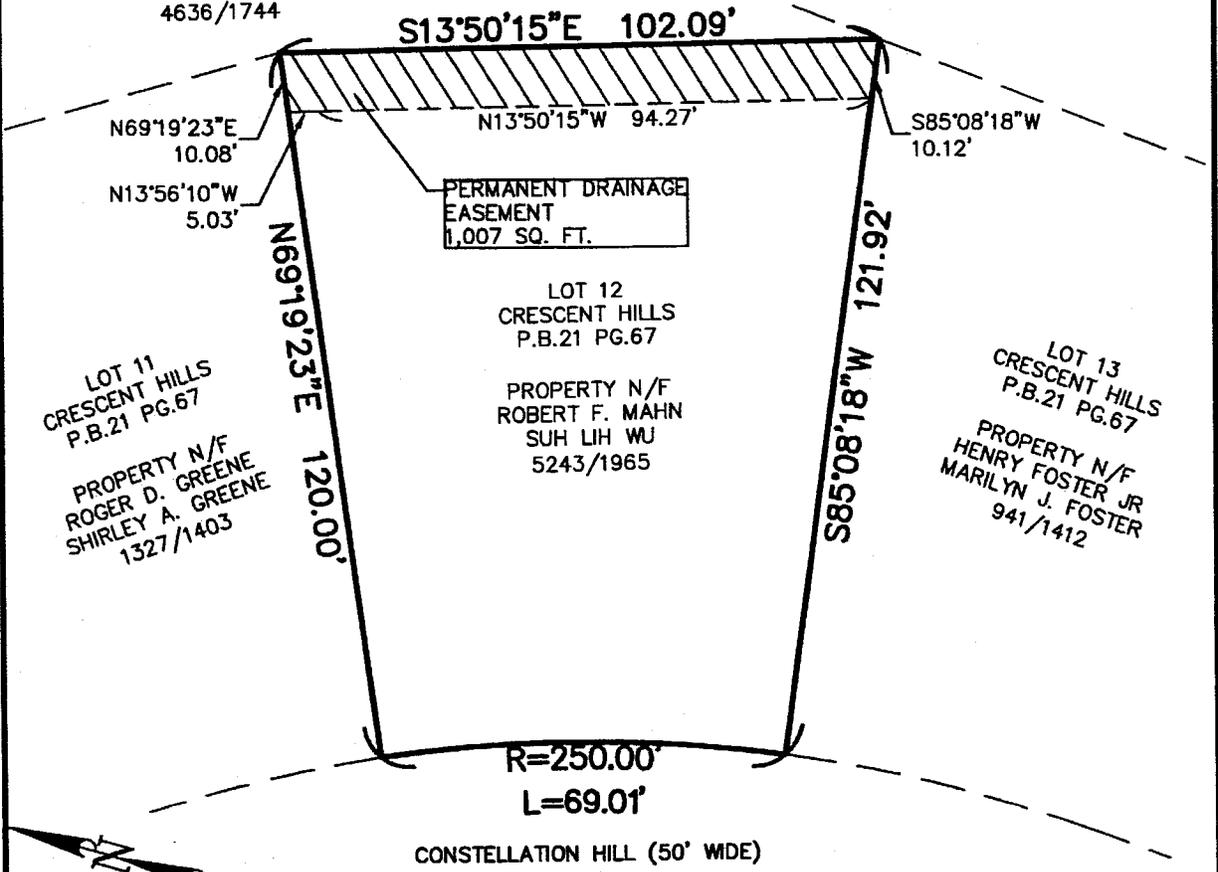
Notary Public

My Commission Expires:

COMMON GROUND
CRESCENT HILLS
P.B.21 PG.67

PROPERTY N/F
CITY OF ST PETERS
4636/1744

PROPERTY N/F
CITY OF ST PETERS
831/340



SCALE: 1" = 30'

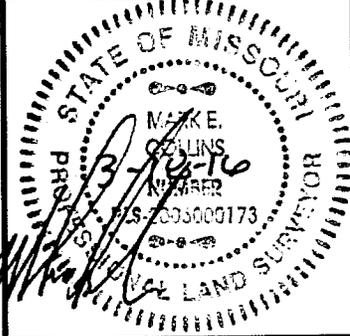
GENERAL NOTES:
1. BASIS OF BEARINGS ADOPTED FROM "CRESCENT HILLS" AS RECORDED IN P.B. 21, PG.67 OF THE ST. CHARLES COUNTY RECORDS.
4. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

EXHIBIT A	
DATE	03/16/2016
DRAWN	MLR

PERMANENT DRAINAGE EASEMENT

INITIALS:	
PROJECT	05-13464A
FILE	13464A PDE 5

**A TRACT OF LAND BEING PART OF LOT 12 OF
"CRESCENT HILLS" P.B.21 PG.67,
WITHIN U.S. SURVEY 1640,
TOWNSHIP 47 NORTH, RANGE 4 EAST
OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF ST. PETERS,
ST. CHARLES COUNTY, MISSOURI**



Land Description *241 Crescent Hills 1-1-11*
1,007 Sq. Ft.
March 16, 2016
Bax Project No. 13-13464A
MLR

ROBERT F. MAHN
SUH LIH WU
5243/1965
3-0153-5376-00-0012.0000000

EXHIBIT B

PERMANENT DRAINAGE EASEMENT

A tract of land being part of Lot 12 of "Crescent Hills", a subdivision according to the plat thereof recorded in Plat Book 21 Page 67 of the St. Charles County records, within U.S. Survey 1640, Township 47 North, Range 4 East of the fifth principal meridian, City of St. Peters, St. Charles County, Missouri and being more particularly described as follows:

Beginning at the Northeast corner of Lot 12 of said "Crescent Hills"; thence along the East line of said Lot 12, South 13 degrees 50 minutes 15 seconds East 102.09 feet; thence leaving said East line of Lot 12, along the South line of Lot 12, South 85 degrees 08 minutes 18 seconds West 10.12 feet; thence leaving said South line of Lot 12, North 13 degrees 50 minutes 15 seconds West 94.27 feet to a point; thence North 13 degrees 56 minutes 10 seconds West 5.03 feet to a point in the North line of said Lot 12; thence along said North line of Lot 12, North 69 degrees 19 minutes 23 seconds East 10.08 feet to the point of beginning containing 1,007 square feet according to calculations made by Bax Engineering during the month of March, 2016.

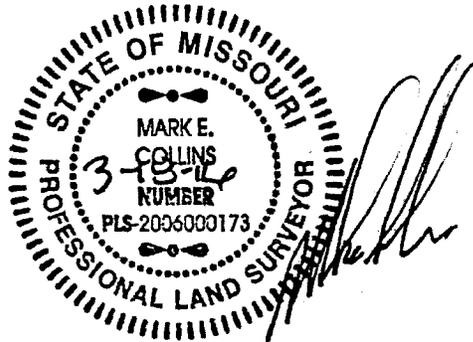


EXHIBIT B

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A PERMANENT DRAINAGE EASEMENT WITH JOHN W. PEISKER, III FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

WHEREAS, it is in the best interest of the inhabitants of the City of St. Peters, Missouri, that improvements be made to the Spencer Creek stream channel and the St. Peters Condo basin; and

WHEREAS, the City of St. Peters did pass Ordinance 6553 on June 23, 2016, for construction and maintenance of said Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12); and

WHEREAS, construction and maintenance of said improvements necessitates obtaining a permanent drainage easement from John W. Peisker, III; and

WHEREAS, the City of St. Peters and said John W. Peisker, III desire to enter into a Permanent Drainage Easement Agreement for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to negotiate, execute, and administer, on behalf of said City, a Permanent Drainage Easement Agreement, in substantially the form attached hereto and made a part hereof, with John W. Peisker, III for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

SECTION 2. The City Clerk is hereby directed to cause said Permanent Drainage Easement Agreement to be recorded in the office of the Recorder of Deeds of St. Charles County, Missouri.

SECTION 3. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability Clause

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 5. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 8th day of September, 2016.

As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Approved this 8th day of September, 2016.

Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Draft

Permanent Drainage Easement Agreement

This Agreement, made and entered into as of the _____ day of _____, 2016, by and between John W. Peisker, III, a married person, acting individually and pursuant to Assent to Execution of Deed and Disclaimer of Interest as recorded on April 29, 2013, in Book 6009 Page 1690 of the St. Charles County, Missouri, records, whose mailing address is 56 Spencer Trail, St. Peters, Missouri 63376, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

Witnesseth, that the **GRANTOR**, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by the said **GRANTEE**, the receipt and sufficiency of which are hereby acknowledged, do by these presents *Grant* unto the said **GRANTEE**,

A Perpetual Right and Easement, for the purposes of constructing, re-constructing, using, stabilizing, planting vegetation, operating and maintaining detention basins, stream channels and stream channel improvements, and patrolling detention basin and stream channel improvements, and other appurtenances thereto, in, on, upon, along, over, under, through and across the real estate more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein (the "Easement Area"). The **GRANTEE** shall have the right to survey, stake, slope, alter existing grade of, reshape, construct, reconstruct, install, place, keep, operate, maintain, inspect, control, add to and relocate at will, at any time, and from time to time, storm water control and water quality improvements, lines, pipes and other appurtenances associated therewith, including, without limitation, the right of ingress and egress to and over the above described Easement Area and premises of **GRANTOR** adjoining the same, for all purposes herein stated; together with the right at any time and from time to time, to trim and cut down any and all brush, saplings, trees and overhanging branches, and remove same and any vegetation and/or any rocks or other obstructions upon, over, and under said Easement Area or any portion thereof for the purposes hereinabove set out, and with the further right at any time and from time to time, to remove any or all of the said improvements and appurtenances thereto located upon, over across and under said Easement Area by virtue hereof. **GRANTEE** covenants and agrees that after any construction or work done on and to the Easement Area herein granted, that it will restore any

adjacent property of the **GRANTOR** outside of the Easement Area to substantially its prior condition, to the extent practicable.

GRANTOR covenants and agrees that it will not, nor will it allow others to construct, plant, erect or cause to be placed within the limits of said Easement Area herein granted any object, including but not limited to, lawn furniture, swing sets, woodpiles, or compost piles. **GRANTOR** further covenants and agrees it will not interfere with the proper construction or use of said water quality improvements. **GRANTOR** further agrees that it will not conduct nor allow others to conduct any of the following acts in, on, upon, along, over, through or across the herein described Easement Area without prior written consent of **GRANTEE**: (a) drilling, excavating or removing from the Easement Area of any topsoil, sand, rock or other mineral resource or natural deposit or other materials; (b) mowing, cutting, removing or otherwise destroying trees, grasses, or other vegetation; (c) introducing or planting of additional trees, grasses or other vegetation; (d) manipulating or altering the natural watercourses; (e) dumping of any waste or unsightly or offensive material; (f) changing the topography of the Easement Area in any manner; (g) tilling the Easement Area; or (h) conducting any activity which is detrimental to the water quality of the adjacent stream.

GRANTOR does hereby release and agree to indemnify, defend and hold harmless the **GRANTEE**, its officials, employees and contractors from and of any and all liability, including, but not limited to, damages, or claims for damages, including attorney's fees, arising from or as a result of, the actions or omissions, whether negligent or not, of **GRANTOR** or its agents, contractors, volunteers, or residents related in any manner to **GRANTEE'S** construction of the storm water control and water quality improvements, and **GRANTEE'S** maintenance of the Basin and/or stream channel improvements.

GRANTOR, for itself, its successors and assigns, does hereby warrant and covenant unto **GRANTEE** (1) that **GRANTOR** is the owner of the above described Easement Area and has full right and authority validly to grant this easement, (2) that **GRANTEE** may quietly enjoy the Easement Area for the purposes herein stated, and (3) that **GRANTOR** will not interfere with the exercise and enjoyment of the easement rights hereinabove conveyed.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

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 and assigns forever.

GRANTEE:

CITY OF ST. PETERS MISSOURI
a Missouri municipal corporation

By: _____
Russell W. Batzel, City Administrator

SEAL

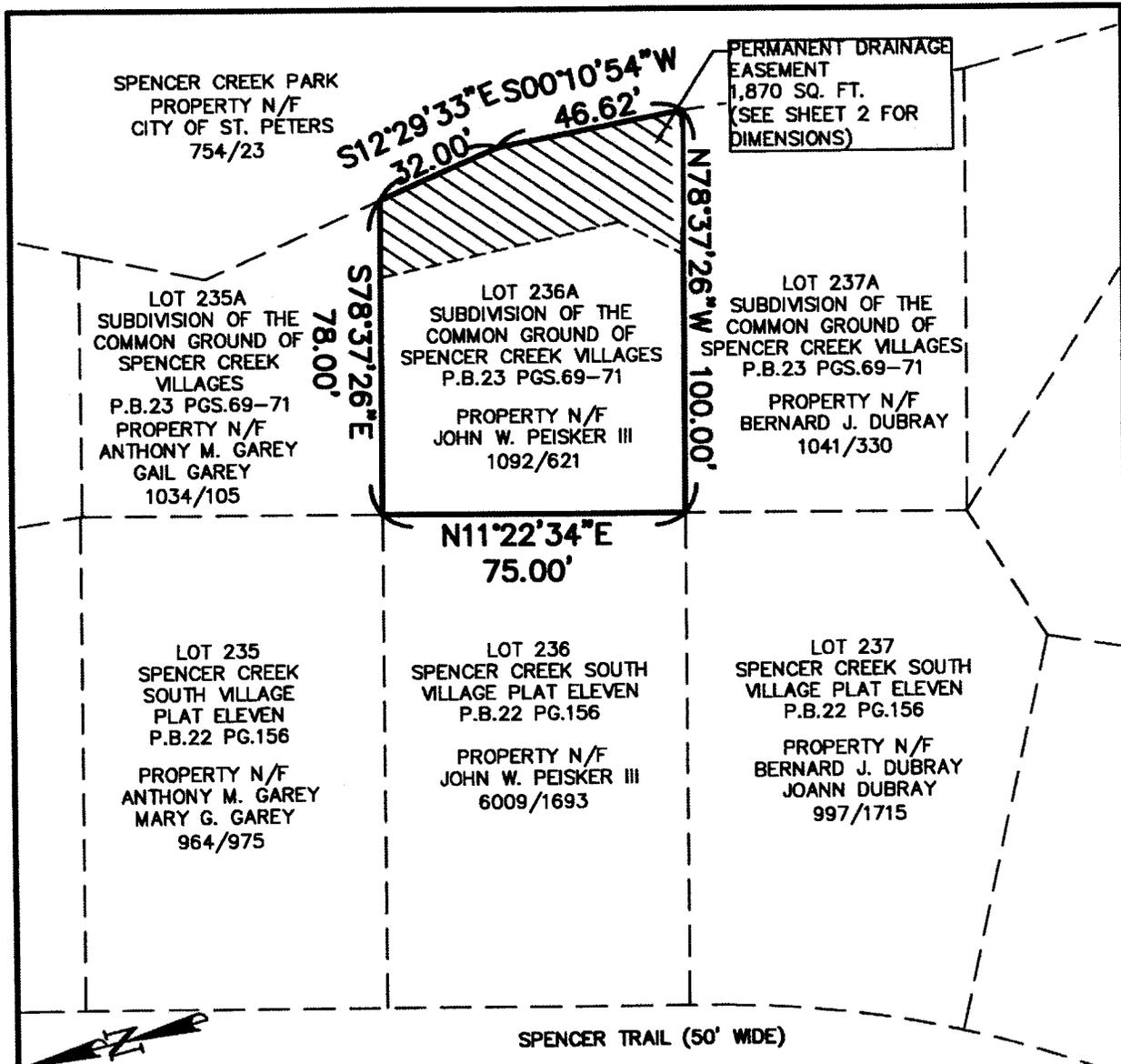
STATE OF MISSOURI }
 }SS.
COUNTY OF ST, CHARLES }

On this _____ day of _____, 2016, before me appeared, Russell W. Batzel, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a Municipal Corporation of the State of Missouri, that the seal affixed to the foregoing instrument is the seal of said City, that said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen; and, that said City Administrator acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:



SCALE: 1" = 40'

GENERAL NOTES:

1. BASIS OF BEARINGS ADOPTED FROM "SUBDIVISION OF THE COMMON GROUND OF SPENCER CREEK VILLAGES" AS RECORDED IN P.B. 23, PGS.69-71 OF THE ST. CHARLES COUNTY RECORDS.
4. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

SHEET 1 OF 2

EXHIBIT A

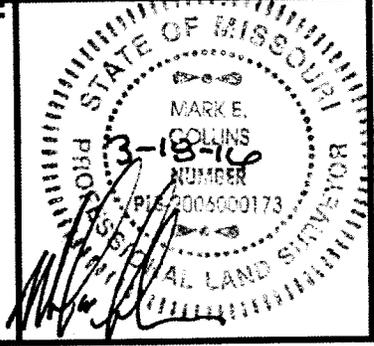
DATE 03/16/2016
DRAWN MLR

PERMANENT DRAINAGE EASEMENT

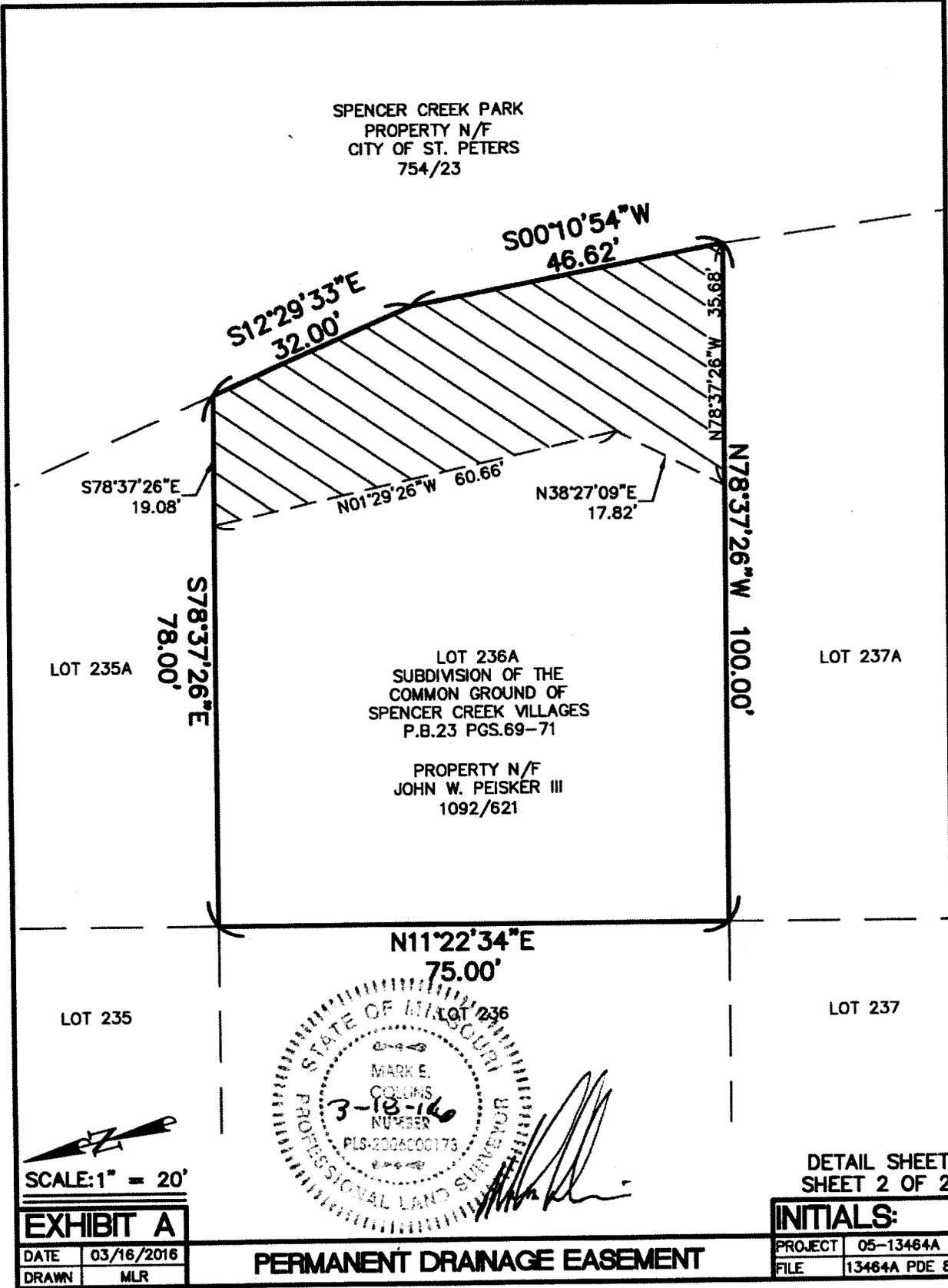
INITIALS:

PROJECT 05-13464A
FILE 13464A PDE 8

**A TRACT OF LAND BEING PART OF LOT 236A OF
'SUBDIVISION OF THE COMMON GROUND OF
SPENCER CREEK VILLAGES' P.B.23 PG.69-71
WITHIN U.S. SURVEY 1640,
TOWNSHIP 47 NORTH, RANGE 4 EAST
OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF ST. PETERS,
ST. CHARLES COUNTY, MISSOURI**



SPENCER CREEK PARK
 PROPERTY N/F
 CITY OF ST. PETERS
 754/23



LOT 235A

LOT 236A
 SUBDIVISION OF THE
 COMMON GROUND OF
 SPENCER CREEK VILLAGES
 P.B.23 PGS.69-71

LOT 237A

PROPERTY N/F
 JOHN W. PEISKER III
 1092/621

LOT 235

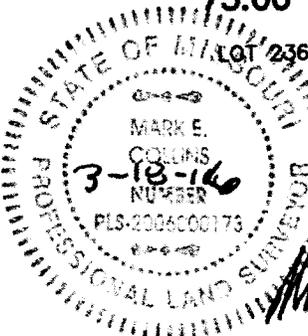
N11°22'34"E
 75.00'

LOT 236

LOT 237



SCALE: 1" = 20'



[Handwritten Signature]

DETAIL SHEET
 SHEET 2 OF 2

EXHIBIT A

INITIALS:

DATE	03/16/2016
DRAWN	MLR

PERMANENT DRAINAGE EASEMENT

PROJECT	05-13464A
FILE	13464A PDE 8

Land Description
1,870 Sq. Ft.
March 16, 2016
Bax Project No. 13-13464A
MLR

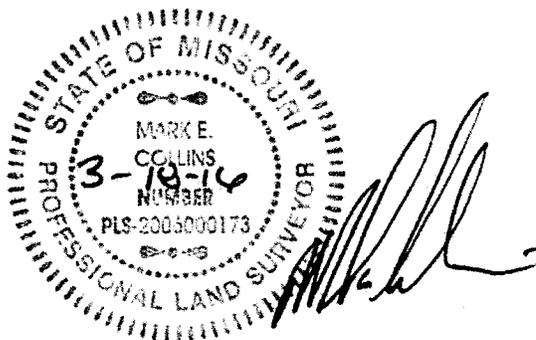
JOHN W. PEISKER III
1092/621
2-0108-5691-00-236A.0000000

EXHIBIT B

PERMANENT DRAINAGE EASEMENT

A tract of land being part of Lot 236A of "Subdivision of the Common Ground of Spencer Creek Villages", a subdivision according to the plat thereof recorded in Plat Book 23 Pages 69-71 of the St. Charles County records, within U.S. Survey 1640, Township 47 North, Range 4 East of the fifth principal meridian, City of St. Peters, St. Charles County, Missouri and being more particularly described as follows:

Beginning at the Northeast corner of Lot 236A of said "Subdivision of the Common Ground of Spencer Creek Villages"; thence along the East line of said Lot 236A, South 12 degrees 29 minutes 33 seconds East 32.00 feet; thence continuing along said East line, South 00 degrees 10 minutes 54 seconds West 46.62 feet; thence leaving said East line of Lot 236A, along the South line of said Lot 236A, North 78 degrees 37 minutes 26 seconds West 35.68 feet; thence leaving said South line of Lot 236A, North 38 degrees 27 minutes 09 seconds East 17.82 to a point; thence North 01 degrees 29 minutes 26 seconds West 60.66 feet to a point in the North line of said Lot 236A; thence along said North line of Lot 236A, South 78 degrees 37 minutes 26 seconds East 19.08 feet to the point of beginning containing 1,870 square feet according to calculations made by Bax Engineering during the month of March, 2016.



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR FOR TWO (2) PERMANENT DRAINAGE EASEMENTS WITH ROY H. SCHOENHOLTZ AND CAROLE A. SCHOENHOLTZ, TRUSTEES OF THE SCHOENHOLTZ FAMILY REVOCABLE LIVING TRUST FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

WHEREAS, it is in the best interest of the inhabitants of the City of St. Peters, Missouri, that improvements be made to the Spencer Creek stream channel and the St. Peters Condo basin; and

WHEREAS, the City of St. Peters did pass Ordinance 6553 on June 23, 2016, for construction and maintenance of said Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12); and

WHEREAS, construction and maintenance of said improvements necessitates obtaining two (2) permanent drainage easements from Roy H. Schoenholtz and Carole A. Schoenholtz, Trustees of the Schoenholtz Family Revocable Living Trust U/T/A dated October 26, 2005; and

WHEREAS, the City of St. Peters and said Roy H. Schoenholtz and Carole A. Schoenholtz, as Trustees of said Schoeholtz Family Revocable Living Trust desire to enter into two (2) Permanent Drainage Easement Agreements for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to negotiate, execute, and administer, on behalf of said City, two (2) Permanent Drainage Easement Agreements, in substantially the forms attached hereto and made a part hereof, with Roy H. Schoenholtz and Carole A. Schoenholtz, Trustees of the Schoenholtz Family Revocable Living Trust U/T/A dated October 26, 2005, for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

SECTION 2. The City Clerk is hereby directed to cause said Permanent Drainage Easement Agreements to be recorded in the office of the Recorder of Deeds of St. Charles County, Missouri.

SECTION 3. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability Clause

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 5. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 8th day of September, 2016.

As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Approved this 8th day of September, 2016.

Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Draft

Permanent Drainage Easement Agreement

This Agreement, made and entered into as of the 13 day of May, 2016, by and between Roy H. Schoenholtz and Carole A. Schoenholtz, Trustees of the Schoenholtz Family Revocable Living Trust U/T/A dated October 26, 2005, whose mailing address is 22 Long Branch Court, St. Peters, Missouri 63376, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

Witnesseth, that the **GRANTOR**, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by the said **GRANTEE**, the receipt and sufficiency of which are hereby acknowledged, do by these presents *Grant* unto the said **GRANTEE**,

A Perpetual Right and Easement, for the purposes of constructing, re-constructing, using, stabilizing, planting vegetation, operating and maintaining detention basins, stream channels and stream channel improvements, and patrolling detention basin and stream channel improvements, and other appurtenances thereto, in, on, upon, along, over, under, through and across the real estate more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein (the "Easement Area"). The **GRANTEE** shall have the right to survey, stake, slope, alter existing grade of, reshape, construct, reconstruct, install, place, keep, operate, maintain, inspect, control, add to and relocate at will, at any time, and from time to time, storm water control and water quality improvements, lines, pipes and other appurtenances associated therewith, including, without limitation, the right of ingress and egress to and over the above described Easement Area and premises of **GRANTOR** adjoining the same, for all purposes herein stated; together with the right at any time and from time to time, to trim and cut down any and all brush, saplings, trees and overhanging branches, and remove same and any vegetation and/or any rocks or other obstructions upon, over, and under said Easement Area or any portion thereof for the purposes hereinabove set out, and with the further right at any time and from time to time, to remove any or all of the said improvements and appurtenances thereto located upon, over across and under said Easement Area by virtue hereof. **GRANTEE** covenants and agrees that after any construction or work done on and to the Easement Area herein granted, that it will restore any adjacent property of the **GRANTOR** outside of the Easement Area to substantially its prior condition, to the extent practicable.

GRANTOR covenants and agrees that it will not, nor will it allow others to construct, plant, erect or cause to be placed within the limits of said Easement Area herein granted any object, including but not limited to, lawn furniture, swing sets, woodpiles, or compost piles. **GRANTOR** further covenants and agrees it will not interfere with the proper construction or use of said water quality improvements. **GRANTOR** further agrees that it will not conduct nor allow others to conduct any of the following acts in, on, upon, along, over, through or across the herein described Easement Area without prior written consent of **GRANTEE**: (a) drilling, excavating or removing from the Easement Area of any topsoil, sand, rock or other mineral resource or natural deposit or other materials; (b) mowing, cutting, removing or otherwise destroying trees, grasses, or other vegetation; (c) introducing or planting of additional trees, grasses or other vegetation; (d) manipulating or altering the natural watercourses; (e) dumping of any waste or unsightly or offensive material; (f) changing the topography of the Easement Area in any manner; (g) tilling the Easement Area; or (h) conducting any activity which is detrimental to the water quality of the adjacent stream.

GRANTOR does hereby release and agree to indemnify, defend and hold harmless the **GRANTEE**, its officials, employees and contractors from and of any and all liability, including, but not limited to, damages, or claims for damages, including attorney's fees, arising from or as a result of, the actions or omissions, whether negligent or not, of **GRANTOR** or its agents, contractors, volunteers, or residents related in any manner to **GRANTEE'S** construction of the storm water control and water quality improvements, and **GRANTEE'S** maintenance of the Basin and/or stream channel improvements.

GRANTOR, for itself, its successors and assigns, does hereby warrant and covenant unto **GRANTEE** (1) that **GRANTOR** is the owner of the above described Easement Area and has full right and authority validly to grant this easement, (2) that **GRANTEE** may quietly enjoy the Easement Area for the purposes herein stated, and (3) that **GRANTOR** will not interfere with the exercise and enjoyment of the easement rights hereinabove conveyed.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

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 and assigns forever.

In Witness Whereof, the said GRANTOR and GRANTEE have executed these presents as of the day and year first above written.

GRANTOR:

SCHOENHOLTZ FAMILY REVOCABLE LIVING TRUST U/T/A DATED OCTOBER 26, 2005

By: [Signature]
Roy H. Schoenholtz, Trustee

By: [Signature]
Carole A. Schoenholtz, Trustee

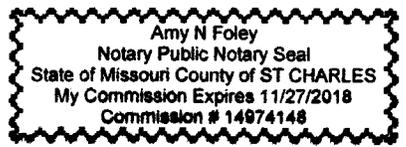
STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this 13 day of May, 2016, before me personally appeared ROY H. SCHOENHOLTZ, who being by me duly sworn, did say that he is a Trustee of the SCHOENHOLTZ FAMILY REVOCABLE LIVING TRUST U/T/A DATED OCTOBER 26, 2005, and known to me to be the person who executed the within Permanent Drainage Easement Agreement in behalf of said SCHOENHOLTZ FAMILY REVOCABLE LIVING TRUST and that said ROY H. SCHOENHOLTZ acknowledged said instrument to be the free act and deed of said SCHOENHOLTZ FAMILY REVOCABLE LIVING TRUST.

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.

[Signature]
Notary

My Commission Expires: 11/27/2018



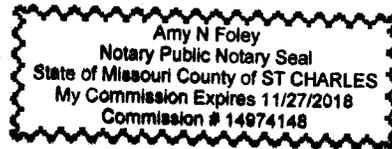
STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this 13 day of May, 2016, before me personally appeared CAROLE A. SCHOENHOLTZ, who being by me duly sworn, did say that she is a Trustee of the SCHOENHOLTZ FAMILY REVOCABLE LIVING TRUST U/T/A DATED OCTOBER 26, 2005, and known to me to be the person who executed the within Permanent Drainage Easement Agreement in behalf of said SCHOENHOLTZ FAMILY REVOCABLE LIVING TRUST and that said CAROLE A. SCHOENHOLTZ acknowledged said instrument to be the free act and deed of said SCHOENHOLTZ FAMILY REVOCABLE LIVING TRUST.

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.

Amy N. Foley
Notary

My Commission Expires: 11/27/2018



GRANTEE:

CITY OF ST. PETERS MISSOURI
a Missouri municipal corporation

By: _____
Russell W. Batzel, City Administrator

SEAL

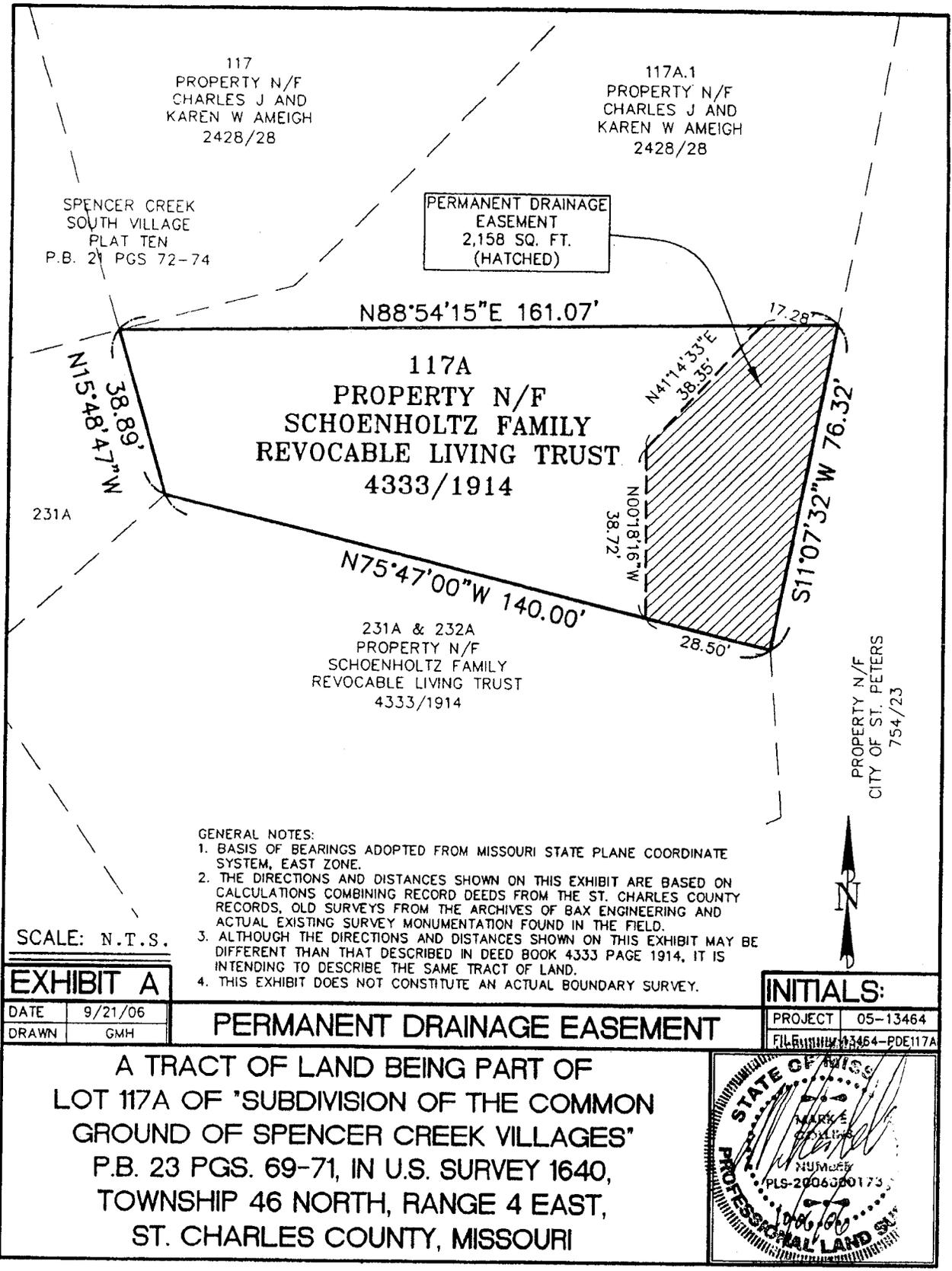
STATE OF MISSOURI }
 }SS.
COUNTY OF ST, CHARLES }

On this _____ day of _____, 2016, before me appeared, Russell W. Batzel, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a Municipal Corporation of the State of Missouri, that the seal affixed to the foregoing instrument is the seal of said City, that said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen; and, that said City Administrator acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:



117
PROPERTY N/F
CHARLES J AND
KAREN W AMEIGH
2428/28

117A.1
PROPERTY N/F
CHARLES J AND
KAREN W AMEIGH
2428/28

SPENCER CREEK
SOUTH VILLAGE
PLAT TEN
P.B. 21 PGS 72-74

PERMANENT DRAINAGE
EASEMENT
2,158 SQ. FT.
(HATCHED)

117A
PROPERTY N/F
SCHOENHOLTZ FAMILY
REVOCABLE LIVING TRUST
4333/1914

231A & 232A
PROPERTY N/F
SCHOENHOLTZ FAMILY
REVOCABLE LIVING TRUST
4333/1914

PROPERTY N/F
CITY OF ST. PETERS
754/23

- GENERAL NOTES:
1. BASIS OF BEARINGS ADOPTED FROM MISSOURI STATE PLANE COORDINATE SYSTEM, EAST ZONE.
 2. THE DIRECTIONS AND DISTANCES SHOWN ON THIS EXHIBIT ARE BASED ON CALCULATIONS COMBINING RECORD DEEDS FROM THE ST. CHARLES COUNTY RECORDS, OLD SURVEYS FROM THE ARCHIVES OF BAX ENGINEERING AND ACTUAL EXISTING SURVEY MONUMENTATION FOUND IN THE FIELD.
 3. ALTHOUGH THE DIRECTIONS AND DISTANCES SHOWN ON THIS EXHIBIT MAY BE DIFFERENT THAN THAT DESCRIBED IN DEED BOOK 4333 PAGE 1914, IT IS INTENDING TO DESCRIBE THE SAME TRACT OF LAND.
 4. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

SCALE: N.T.S.

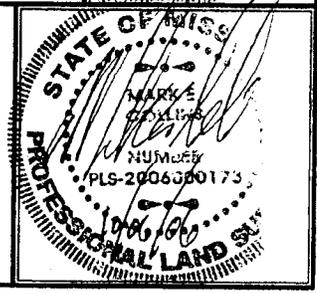


EXHIBIT A	
DATE	9/21/06
DRAWN	GMH

PERMANENT DRAINAGE EASEMENT

INITIALS:	
PROJECT	05-13464
FILE NUMBER: 03464-PDE117A	

A TRACT OF LAND BEING PART OF
LOT 117A OF "SUBDIVISION OF THE COMMON
GROUND OF SPENCER CREEK VILLAGES"
P.B. 23 PGS. 69-71, IN U.S. SURVEY 1640,
TOWNSHIP 46 NORTH, RANGE 4 EAST,
ST. CHARLES COUNTY, MISSOURI





ENGINEERING

PLANNING

SURVEYING

EXHIBIT B

LAND DESCRIPTION

2.158 SQUARE FEET

BAX PROJECT NO. 05-13464

SEPTEMBER 21, 2006

GMH

PERMANENT DRAINAGE EASEMENT

A tract of land being part of Lot 117A of "Subdivision of the Common Ground of Spencer Creek Villages", a subdivision according to the plat thereof recorded in Plat Book 23 Pages 69-71 of the St. Charles County records, in U. S. Survey 1640, Township 46 North, Range 4 East of the Fifth Principal Meridian, St. Charles, Missouri and being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 232A of said "Subdivision of the Common Ground of Spencer Creek Villages" said point also being the Southeast corner of aforesaid Lot 117A; thence along the South line of said Lot 117A, North 75 degrees 47 minutes 00 seconds West 28.50 feet; thence leaving said South line of Lot 117A, North 00 degrees 18 minutes 16 seconds West 38.72 feet; thence North 41 degrees 14 minutes 33 seconds East 38.35 feet to a point on the North line of said Lot 117A; thence along said North line of Lot 117A, North 88 degrees 54 minutes 15 seconds East 17.28 feet to the Northeast corner of said Lot 117A; thence along the East line of said Lot 117A, South 11 degrees 07 minutes 32 seconds West 76.32 feet to the POINT OF BEGINNING and containing 2,158 square feet according to calculations by Bax Engineering Co., Inc. during September, 2006.



BAX ENGINEERING CO., INC.
221 Point West Blvd.
St. Charles, MO 63301
636-928-5552 FAX 928-1718

Permanent Drainage Easement Agreement

This Agreement, made and entered into as of the 13 day of May, 2016, by and between Roy H. Schoenholtz and Carole A. Schoenholtz, Trustees of the Schoenholtz Family Revocable Living Trust U/T/A dated October 26, 2005, whose mailing address is 22 Long Branch Court, St. Peters, Missouri 63376, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

Witnesseth, that the **GRANTOR**, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by the said **GRANTEE**, the receipt and sufficiency of which are hereby acknowledged, do by these presents *Grant* unto the said **GRANTEE**,

A Perpetual Right and Easement, for the purposes of constructing, re-constructing, using, stabilizing, planting vegetation, operating and maintaining detention basins, stream channels and stream channel improvements, and patrolling detention basin and stream channel improvements, and other appurtenances thereto, in, on, upon, along, over, under, through and across the real estate more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein (the "Easement Area"). The **GRANTEE** shall have the right to survey, stake, slope, alter existing grade of, reshape, construct, reconstruct, install, place, keep, operate, maintain, inspect, control, add to and relocate at will, at any time, and from time to time, storm water control and water quality improvements, lines, pipes and other appurtenances associated therewith, including, without limitation, the right of ingress and egress to and over the above described Easement Area and premises of **GRANTOR** adjoining the same, for all purposes herein stated; together with the right at any time and from time to time, to trim and cut down any and all brush, saplings, trees and overhanging branches, and remove same and any vegetation and/or any rocks or other obstructions upon, over, and under said Easement Area or any portion thereof for the purposes hereinabove set out, and with the further right at any time and from time to time, to remove any or all of the said improvements and appurtenances thereto located upon, over across and under said Easement Area by virtue hereof. **GRANTEE** covenants and agrees that after any construction or work done on and to the Easement Area herein granted, that it will restore any adjacent property of the **GRANTOR** outside of the Easement Area to substantially its prior condition, to the extent practicable.

GRANTOR covenants and agrees that it will not, nor will it allow others to construct, plant, erect or cause to be placed within the limits of said Easement Area herein granted any object, including but not limited to, lawn furniture, swing sets, woodpiles, or compost piles. **GRANTOR** further covenants and agrees it will not interfere with the proper construction or use of said water quality improvements. **GRANTOR** further agrees that it will not conduct nor allow others to conduct any of the following acts in, on, upon, along, over, through or across the herein described Easement Area without prior written consent of **GRANTEE**: (a) drilling, excavating or removing from the Easement Area of any topsoil, sand, rock or other mineral resource or natural deposit or other materials; (b) mowing, cutting, removing or otherwise destroying trees, grasses, or other vegetation; (c) introducing or planting of additional trees, grasses or other vegetation; (d) manipulating or altering the natural watercourses; (e) dumping of any waste or unsightly or offensive material; (f) changing the topography of the Easement Area in any manner; (g) tilling the Easement Area; or (h) conducting any activity which is detrimental to the water quality of the adjacent stream.

GRANTOR does hereby release and agree to indemnify, defend and hold harmless the **GRANTEE**, its officials, employees and contractors from and of any and all liability, including, but not limited to, damages, or claims for damages, including attorney's fees, arising from or as a result of, the actions or omissions, whether negligent or not, of **GRANTOR** or its agents, contractors, volunteers, or residents related in any manner to **GRANTEE'S** construction of the storm water control and water quality improvements, and **GRANTEE'S** maintenance of the Basin and/or stream channel improvements.

GRANTOR, for itself, its successors and assigns, does hereby warrant and covenant unto **GRANTEE** (1) that **GRANTOR** is the owner of the above described Easement Area and has full right and authority validly to grant this easement, (2) that **GRANTEE** may quietly enjoy the Easement Area for the purposes herein stated, and (3) that **GRANTOR** will not interfere with the exercise and enjoyment of the easement rights hereinabove conveyed.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

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 and assigns forever.

In Witness Whereof, the said GRANTOR and GRANTEE have executed these presents as of the day and year first above written.

GRANTOR:

SCHOENHOLTZ FAMILY REVOCABLE LIVING TRUST U/T/A DATED OCTOBER 26, 2005

By: *Roy H. Schoenholtz*
Roy H. Schoenholtz, Trustee

By: *Carole A. Schoenholtz*
Carole A. Schoenholtz, Trustee

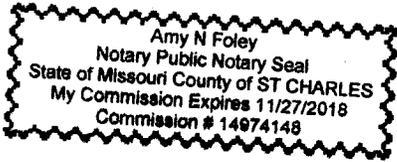
STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this 13 day of May, 2016, before me personally appeared ROY H. SCHOENHOLTZ, who being by me duly sworn, did say that he is a Trustee of the SCHOENHOLTZ FAMILY REVOCABLE LIVING TRUST U/T/A DATED OCTOBER 26, 2005, and known to me to be the person who executed the within Permanent Drainage Easement Agreement in behalf of said SCHOENHOLTZ FAMILY REVOCABLE LIVING TRUST and that said ROY H. SCHOENHOLTZ acknowledged said instrument to be the free act and deed of said SCHOENHOLTZ FAMILY REVOCABLE LIVING TRUST.

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.

Amy N. Foley
Notary

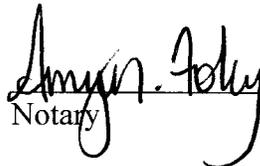
My Commission Expires: 11/27/2018



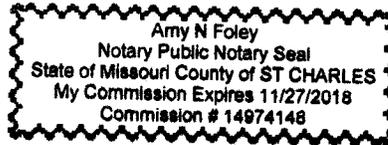
STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this 13 day of May, 2016, before me personally appeared CAROLE A. SCHOENHOLTZ, who being by me duly sworn, did say that she is a Trustee of the SCHOENHOLTZ FAMILY REVOCABLE LIVING TRUST U/T/A DATED OCTOBER 26, 2005, and known to me to be the person who executed the within Permanent Drainage Easement Agreement in behalf of said SCHOENHOLTZ FAMILY REVOCABLE LIVING TRUST and that said CAROLE A. SCHOENHOLTZ acknowledged said instrument to be the free act and deed of said SCHOENHOLTZ FAMILY REVOCABLE LIVING TRUST.

IN TESTIMAONY 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

My Commission Expires: 11/27/2018



GRANTEE:

CITY OF ST. PETERS MISSOURI
a Missouri municipal corporation

By: _____
Russell W. Batzel, City Administrator

SEAL

STATE OF MISSOURI }
 }SS.
COUNTY OF ST, CHARLES }

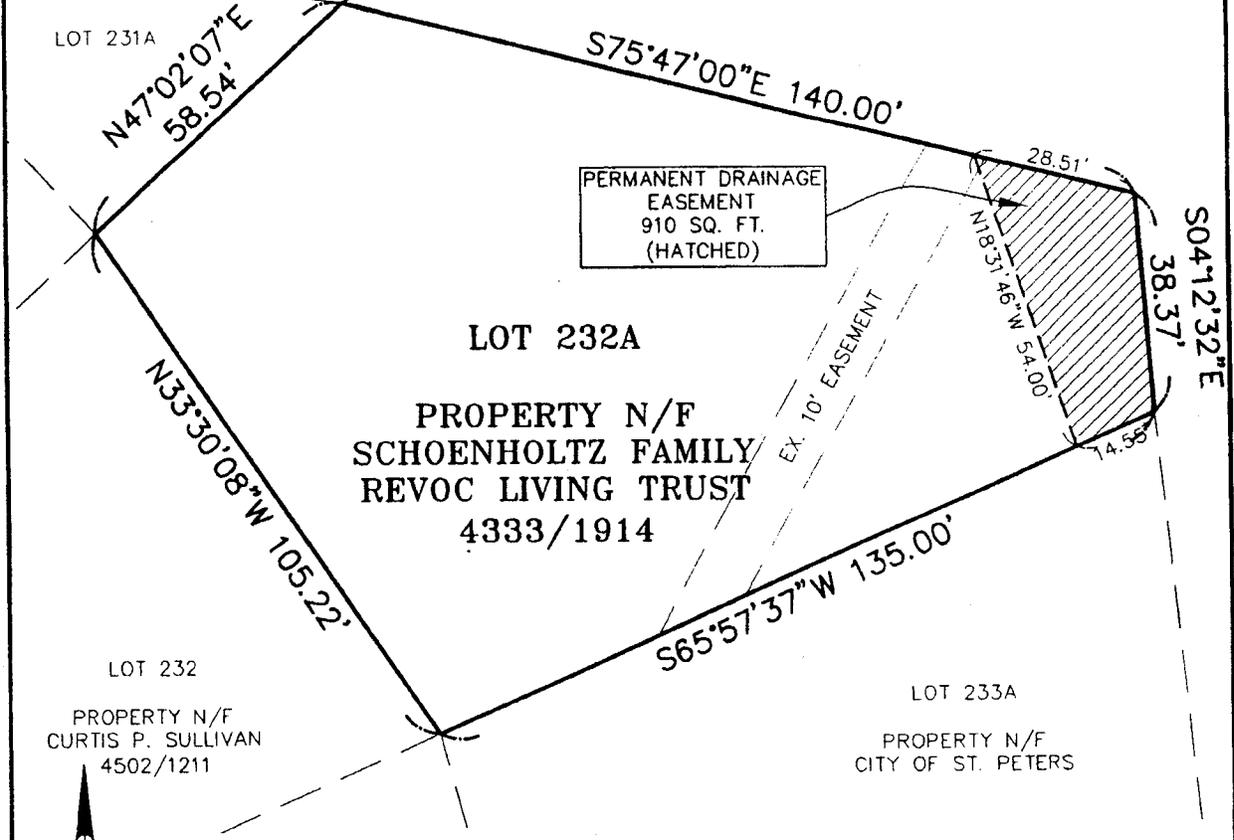
On this _____ day of _____, 2016, before me appeared, Russell W. Batzel, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a Municipal Corporation of the State of Missouri, that the seal affixed to the foregoing instrument is the seal of said City, that said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen; and, that said City Administrator acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:

PROPERTY N/F
SCHOENHOLTZ FAMILY
REVOC LIVING TRUST
4333/1914



LOT 232A

PROPERTY N/F
SCHOENHOLTZ FAMILY
REVOC LIVING TRUST
4333/1914

PERMANENT DRAINAGE
EASEMENT
910 SQ. FT.
(HATCHED)

LOT 232
PROPERTY N/F
CURTIS P. SULLIVAN
4502/1211

LOT 233A
PROPERTY N/F
CITY OF ST. PETERS



- GENERAL NOTES:
1. BASIS OF BEARINGS ADOPTED FROM MISSOURI STATE PLANE COORDINATE SYSTEM, EAST ZONE.
 2. THE DIRECTIONS AND DISTANCES SHOWN ON THIS EXHIBIT ARE BASED ON CALCULATIONS COMBINING RECORD DEEDS FROM THE ST. CHARLES COUNTY RECORDS, OLD SURVEYS FROM THE ARCHIVES OF BAX ENGINEERING AND ACTUAL EXISTING SURVEY MONUMENTATION FOUND IN THE FIELD.
 3. ALTHOUGH THE DIRECTIONS AND DISTANCES SHOWN ON THIS EXHIBIT MAY BE DIFFERENT THAN THAT DESCRIBED IN DEED BOOK 4333 PAGE 1914, IT IS INTENDING TO DESCRIBE THE SAME TRACT OF LAND.
 4. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

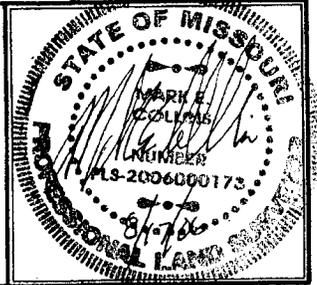
SCALE: N.T.S.

EXHIBIT A	
DATE	8/9/06
DRAWN	GMH

PERMANENT DRAINAGE EASEMENT

INITIALS:	
PROJECT	05-13464
FILE	13464-PDE232A

A TRACT OF LAND BEING PART OF LOT 232A OF
"SUBDIVISION OF SPENCER CREEK VILLAGES
COMMON GROUND"
P.B. 23 PGS. 69-71, IN U.S. SURVEY 1640,
TOWNSHIP 46 NORTH, RANGE 4 EAST,
ST. CHARLES COUNTY, MISSOURI





ENGINEERING

PLANNING

SURVEYING

EXHIBIT B

LAND DESCRIPTION

910 SQUARE FEET

BAX PROJECT NO. 05-13464

AUGUST 10, 2006

GMH

PERMANENT DRAINAGE EASEMENT

A tract of land being part of Lot 232A of "Subdivision of Spencer Creek Villages Common Ground", a subdivision according to the plat thereof recorded in Plat Book 23 Pages 69-71 of the St. Charles County records, in U.S. Survey 1640, Township 46 North, Range 4 East of the Fifth Principal Meridian, St. Charles County, Missouri and being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 233A of said "Subdivision of Spencer Creek Villages Common Ground" said point also being the Southeast corner of aforesaid Lot 232A; thence along the South line of said Lot 232A, South 65 degrees 57 minutes 37 seconds West 14.55 feet; thence leaving said South line of Lot 232A, North 18 degrees 31 minutes 46 seconds West 54.00 feet to a point on the North line of said Lot 232A; thence along said North line of Lot 232A, South 75 degrees 47 minutes 00 seconds East 28.51 feet to the Northeast corner of said Lot 232A; thence along the East line of said Lot 232A, South 04 degrees 12 minutes 32 seconds East 38.37 feet to the POINT OF BEGINNING and containing 910 square feet according to calculations by Bax Engineering Company, Inc., during August, 2006.



BAX ENGINEERING COMPANY, INC.
221 Point West Blvd.
St. Charles, MO 63301
636-928-5552 FAX 928-1718

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A PERMANENT DRAINAGE EASEMENT WITH BRYAN H. SMITH AND TIFFANY M. SMITH (FORMERLY BOUCHARD) FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

WHEREAS, it is in the best interest of the inhabitants of the City of St. Peters, Missouri, that improvements be made to the Spencer Creek stream channel and the St. Peters Condo basin; and

WHEREAS, the City of St. Peters did pass Ordinance 6553 on June 23, 2016, for construction and maintenance of said Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12); and

WHEREAS, construction and maintenance of said improvements necessitates obtaining a permanent drainage easement from Bryan H. Smith and Tiffany M. Smith (formerly Bouchard), husband and wife; and

WHEREAS, the City of St. Peters and said Bryan H. Smith and Tiffany M. Smith (formerly Bouchard) desire to enter into a Permanent Drainage Easement Agreement for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to negotiate, execute, and administer, on behalf of said City, a Permanent Drainage Easement Agreement, in substantially the form attached hereto and made a part hereof, with Bryan H. Smith and Tiffany M. Smith (formerly Bouchard), husband and wife, for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

SECTION 2. The City Clerk is hereby directed to cause said Permanent Drainage Easement Agreement to be recorded in the office of the Recorder of Deeds of St. Charles County, Missouri.

SECTION 3. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability Clause

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 5. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 8th day of September, 2016.

As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Approved this 8th day of September, 2016.

Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Draft

Permanent Drainage Easement Agreement

This Agreement, made and entered into as of the ____ day of _____, 2016, by and between Bryan H. Smith and Tiffany M. Smith (formerly Bouchard), husband and wife, whose mailing address is 24 Barkwood Trails, St. Peters, Missouri 63376, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

Witnesseth, that the **GRANTOR**, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by the said **GRANTEE**, the receipt and sufficiency of which are hereby acknowledged, do by these presents *Grant* unto the said **GRANTEE**,

A Perpetual Right and Easement, for the purposes of constructing, re-constructing, using, stabilizing, planting vegetation, operating and maintaining detention basins, stream channels and stream channel improvements, and patrolling detention basin and stream channel improvements, and other appurtenances thereto, in, on, upon, along, over, under, through and across the real estate more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein (the "Easement Area"). The **GRANTEE** shall have the right to survey, stake, slope, alter existing grade of, reshape, construct, reconstruct, install, place, keep, operate, maintain, inspect, control, add to and relocate at will, at any time, and from time to time, storm water control and water quality improvements, lines, pipes and other appurtenances associated therewith, including, without limitation, the right of ingress and egress to and over the above described Easement Area and premises of **GRANTOR** adjoining the same, for all purposes herein stated; together with the right at any time and from time to time, to trim and cut down any and all brush, saplings, trees and overhanging branches, and remove same and any vegetation and/or any rocks or other obstructions upon, over, and under said Easement Area or any portion thereof for the purposes hereinabove set out, and with the further right at any time and from time to time, to remove any or all of the said improvements and appurtenances thereto located upon, over across and under said Easement Area by virtue hereof. **GRANTEE** covenants and agrees that after any construction or work done on and to the Easement Area herein granted, that it will restore any adjacent property of the **GRANTOR** outside of the Easement Area to substantially its prior condition, to the extent practicable.

GRANTOR covenants and agrees that it will not, nor will it allow others to construct, plant, erect or cause to be placed within the limits of said Easement Area herein granted any object, including but not limited to, lawn furniture, swing sets, woodpiles, or compost piles. **GRANTOR** further covenants and agrees it will not interfere with the proper construction or use of said water quality improvements. **GRANTOR** further agrees that it will not conduct nor allow others to conduct any of the following acts in, on, upon, along, over, through or across the herein described Easement Area without prior written consent of **GRANTEE**: (a) drilling, excavating or removing from the Easement Area of any topsoil, sand, rock or other mineral resource or natural deposit or other materials; (b) mowing, cutting, removing or otherwise destroying trees, grasses, or other vegetation; (c) introducing or planting of additional trees, grasses or other vegetation; (d) manipulating or altering the natural watercourses; (e) dumping of any waste or unsightly or offensive material; (f) changing the topography of the Easement Area in any manner; (g) tilling the Easement Area; or (h) conducting any activity which is detrimental to the water quality of the adjacent stream.

GRANTOR does hereby release and agree to indemnify, defend and hold harmless the **GRANTEE**, its officials, employees and contractors from and of any and all liability, including, but not limited to, damages, or claims for damages, including attorney's fees, arising from or as a result of, the actions or omissions, whether negligent or not, of **GRANTOR** or its agents, contractors, volunteers, or residents related in any manner to **GRANTEE'S** construction of the storm water control and water quality improvements, and **GRANTEE'S** maintenance of the Basin and/or stream channel improvements.

GRANTOR, for itself, its successors and assigns, does hereby warrant and covenant unto **GRANTEE** (1) that **GRANTOR** is the owner of the above described Easement Area and has full right and authority validly to grant this easement, (2) that **GRANTEE** may quietly enjoy the Easement Area for the purposes herein stated, and (3) that **GRANTOR** will not interfere with the exercise and enjoyment of the easement rights hereinabove conveyed.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

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 and assigns forever.

In Witness Whereof, the said GRANTOR and GRANTEE have executed these presents as of the day and year first above written.

GRANTOR:

By: Bryan H. Smith
Bryan H. Smith, owner

By: Tiffany M. Smith
Tiffany M. Smith (formerly Bouchard), owner

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

On this 18th day of MAY, 2016, before me personally appeared BRYAN H. SMITH, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his 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.

Mary N Spinner
Notary

My Commission Expires:



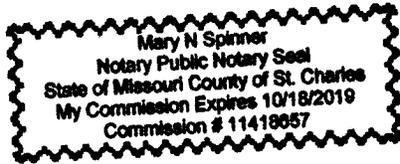
STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this 18th day of MAY, 2016, before me personally appeared TIFFANY M. SMITH (formerly Bouchard), known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same as her 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

My Commission Expires:



GRANTEE:

CITY OF ST. PETERS MISSOURI
a Missouri municipal corporation

By: _____
Russell W. Batzel, City Administrator

SEAL

STATE OF MISSOURI }
 }SS.
COUNTY OF ST, CHARLES }

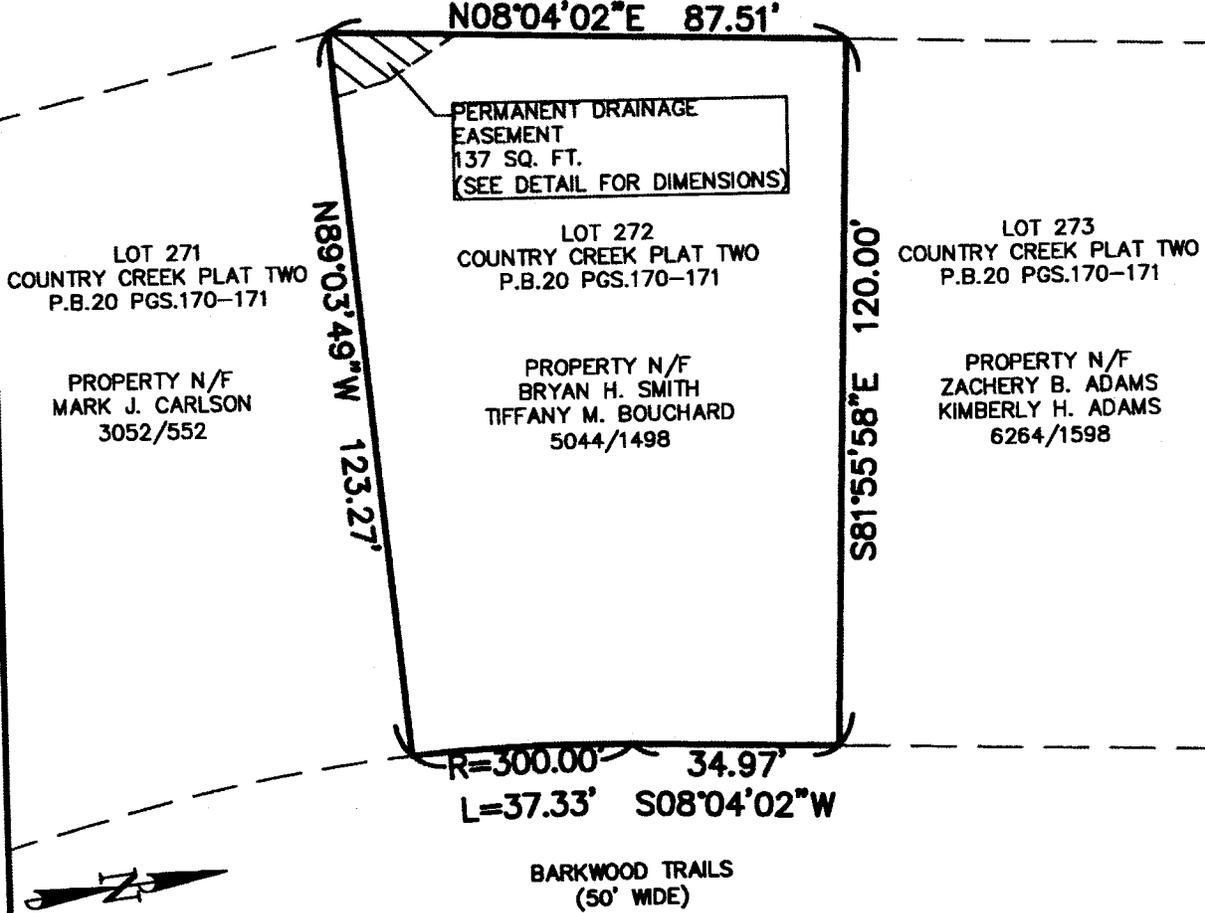
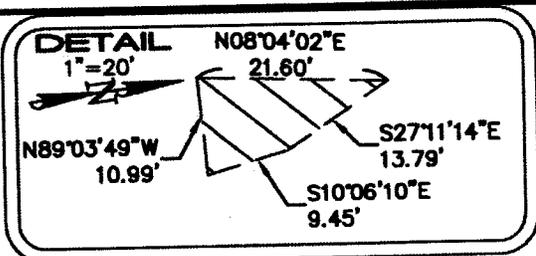
On this _____ day of _____, 2016, before me appeared, Russell W. Batzel, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a Municipal Corporation of the State of Missouri, that the seal affixed to the foregoing instrument is the seal of said City, that said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen; and, that said City Administrator acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:

COMMON GROUND
COUNTRY CREEK PLAT TWO
P.B.20 PGS.170-171



SCALE: 1" = 30'

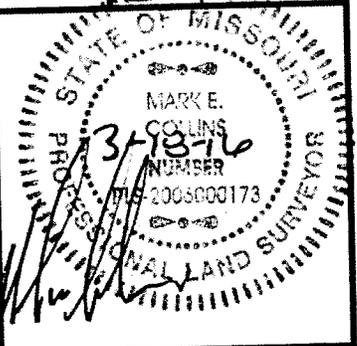
- GENERAL NOTES:**
1. BASIS OF BEARINGS ADOPTED FROM "COUNTRY CREEK PLAT TWO" AS RECORDED IN P.B. 20, PGS. 170-171 OF THE ST. CHARLES COUNTY RECORDS.
 4. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

EXHIBIT A	
DATE	03/16/2016
DRAWN	MLR

PERMANENT DRAINAGE EASEMENT

INITIALS:	
PROJECT	05-13464A
FILE #	18464A PDE 1

A TRACT OF LAND BEING PART OF LOT 272 OF
"COUNTRY CREEK PLAT TWO" P.B.20 PGS.170-171,
WITHIN U.S. SURVEY 1640,
TOWNSHIP 47 NORTH, RANGE 4 EAST
OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF ST. PETERS,
ST. CHARLES COUNTY, MISSOURI



Land Description
137 Sq. Ft.
March 16, 2016
Bax Project No. 13-13464A
MLR

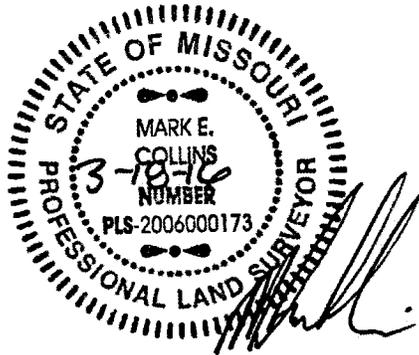
EXHIBIT B

TIFFANY M. BOUCHARD
BRYAN H. SMITH
5044/1498
3-0153-5303-00-0272.0000000

PERMANENT DRAINAGE EASEMENT

A tract of land being part of Lot 272 of "Country Creek Plat Two", a subdivision according to the plat thereof recorded in Plat Book 20 Pages 170-171 of the St. Charles County records, within U.S. Survey 1640, Township 47 North, Range 4 East of the fifth principal meridian, City of St. Peters, St. Charles County, Missouri and being more particularly described as follows:

Beginning at the Southwest corner of Lot 272 of said "Country Creek Plat Two"; thence along the West line of said Lot 272, North 08 degrees 04 minutes 02 seconds East 21.60 feet; thence leaving said West line of Lot 272, South 27 degrees 11 minutes 14 seconds East 13.79 feet to a point; thence South 10 degrees 06 minutes 10 seconds East 9.45 feet to a point in the South line of said Lot 272; thence along said South line of Lot 272, North 89 degrees 03 minutes 49 seconds West 10.99 feet to the point of beginning containing 137 square feet according to calculations made by Bax Engineering during the month of March, 2016.



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A TEMPORARY CONSTRUCTION EASEMENT WITH JAMES CONNELLY AND LORI CONNELLY FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

WHEREAS, it is in the best interest of the inhabitants of the City of St. Peters, Missouri, that improvements be made to the Spencer Creek stream channel and the St. Peters Condo basin; and

WHEREAS, the City of St. Peters did pass Ordinance 6553 on June 23, 2016, for construction and maintenance of said Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12); and

WHEREAS, construction and maintenance of said improvements necessitates obtaining a temporary construction easement from James Connelly and Lori Connelly, husband and wife; and

WHEREAS, the City of St. Peters and said James Connelly and Lori Connelly desire to enter into a Temporary Construction Easement Agreement for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to negotiate, execute, and administer, on behalf of said City, a Temporary Construction Easement Agreement, in substantially the form attached hereto and made a part hereof, with James Connelly and Lori Connelly, husband and wife, for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

SECTION 2. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 3. Severability Clause

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 4. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 8th day of September, 2016.

As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Approved this 8th day of September, 2016.

Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Draft

Temporary Construction Easement Agreement

This Instrument, Made and entered into this _____ day of _____, 2016, by and between James Connelly and Lori Connelly, husband and wife, whose mailing address is 60 Spencer Trail, St. Peters, Missouri 63376, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

Witnesseth, that the said GRANTOR, for and in consideration of the sum of \$1.00 and other good and valuable consideration paid by the said GRANTEE, the receipt and sufficiency of which is hereby acknowledged, do by these presents *Grant* unto the said GRANTEE,

A Temporary Construction Easement, as more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein, for the purpose of surveying, staking, cutting, filling, sloping embankments, altering the existing grade of, reshaping and otherwise using the easement in order to construct the **Covenant Park/Country Creek Stream Restoration Project, P-12** adjacent thereto and all other necessary improvements in connection therewith. GRANTEE covenants and agrees that after any such work done on and to the temporary construction easement herein granted, that it will restore the surface of the easement as nearly as practicable to its prior condition. This Temporary Construction Easement shall cease and terminate upon the completion of construction of the **Covenant Park/Country Creek Stream Restoration Project, P-12** and all other improvements to be installed in connection therewith.

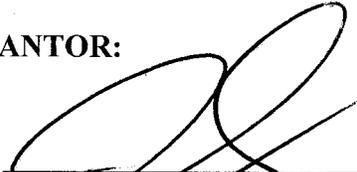
All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

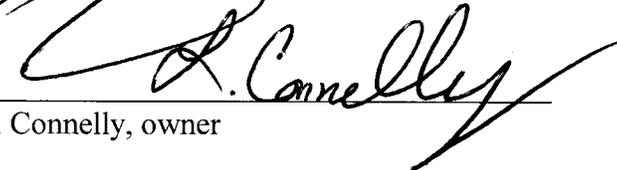
All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

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 and assigns forever.

In Witness Whereof, the said GRANTOR and GRANTEE hereto have executed these presents as of the day and year first above written.

GRANTOR:

By: 
James Connelly, owner

By: 
Lori Connelly, owner

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

On this 23rd day of JUNE, 2016, before me personally appeared JAMES CONNELLY, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

IN TESTIMAONY 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

My Commission Expires:



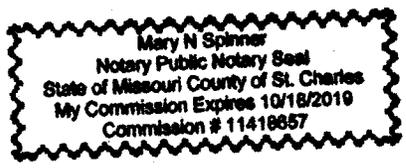
STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

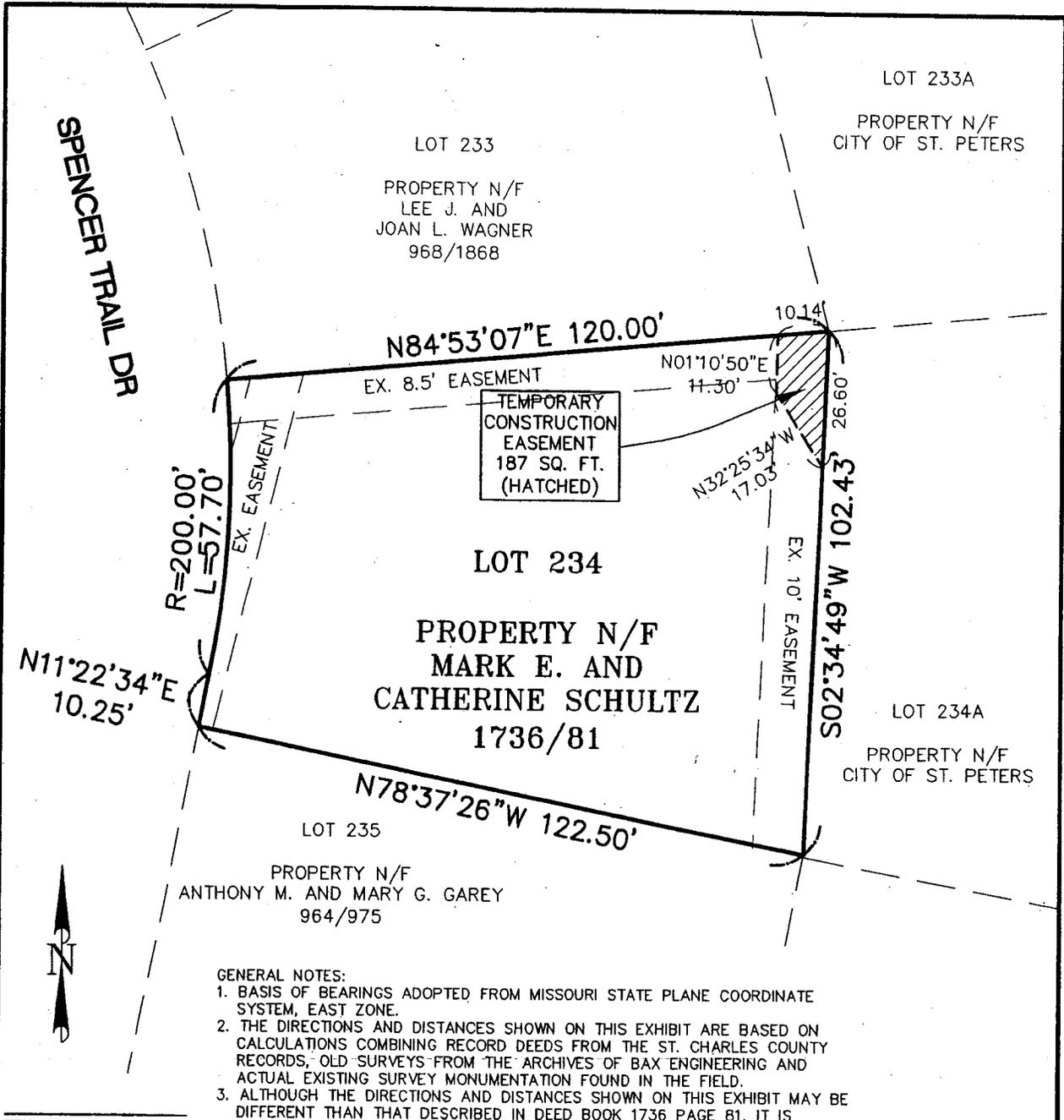
On this 23rd day of JUNE, 2016, before me personally appeared LORI CONNELLY, known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same as her free act and deed.

IN TESTIMAONY 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.

Mary N Spinner
Notary

My Commission Expires:





- GENERAL NOTES:
1. BASIS OF BEARINGS ADOPTED FROM MISSOURI STATE PLANE COORDINATE SYSTEM, EAST ZONE.
 2. THE DIRECTIONS AND DISTANCES SHOWN ON THIS EXHIBIT ARE BASED ON CALCULATIONS COMBINING RECORD DEEDS FROM THE ST. CHARLES COUNTY RECORDS, OLD SURVEYS FROM THE ARCHIVES OF BAX ENGINEERING AND ACTUAL EXISTING SURVEY MONUMENTATION FOUND IN THE FIELD.
 3. ALTHOUGH THE DIRECTIONS AND DISTANCES SHOWN ON THIS EXHIBIT MAY BE DIFFERENT THAN THAT DESCRIBED IN DEED BOOK 1736 PAGE 81, IT IS INTENDING TO DESCRIBE THE SAME TRACT OF LAND.
 4. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

EXHIBIT A

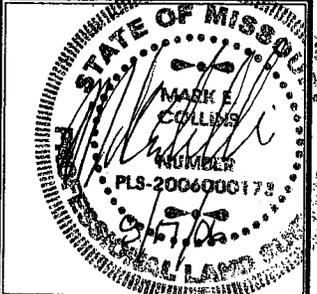
DATE	8/9/06
DRAWN	GMH

TEMPORARY CONSTRUCTION EASEMENT

INITIALS:

PROJECT	05-13464
FILE	118867 TCE234

A TRACT OF LAND BEING PART OF LOT 234 OF "SPENCER CREEK SOUTH VILLAGE, PLAT ELEVEN" P.B. 22 PG. 156, IN U.S. SURVEY 1640, TOWNSHIP 46 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. CHARLES COUNTY, MISSOURI





ENGINEERING

PLANNING

SURVEYING

EXHIBIT 'B'

LAND DESCRIPTION
187 SQUARE FEET
BAX PROJECT NO. 05-13464
AUGUST 10, 2006
GMH

TEMPORARY CONSTRUCTION EASEMENT

A tract of land being part of Lot 234 of "Spencer Creek South Village, Plat Eleven", a subdivision according to the plat thereof recorded in Plat Book 22 Page 156 of the St. Charles County records, in U.S. Survey 1640, Township 46 North, Range 4 East of the Fifth Principal Meridian, St. Charles County, Missouri and being more particularly described as follows:

BEGINNING at the Southeast corner of Lot 233 of said "Spencer Creek South Village, Plat Eleven" said point also being the Northeast corner of aforesaid Lot 234; thence along the East line of said Lot 234, South 02 degrees 34 minutes 49 seconds West 26.60 feet; thence leaving said East line of Lot 234, North 32 degrees 25 minutes 34 seconds West 17.03 feet; thence North 01 degrees 10 minutes 50 seconds East 11.30 feet to a point on the North line of said Lot 234; thence along said North line of Lot 234, North 84 degrees 53 minutes 07 seconds East 10.14 feet to the POINT OF BEGINNING and containing 187 square feet according to calculations by Bax Engineering Company, Inc., during August, 2006.



BAX ENGINEERING CO., INC.
221 Point West Blvd.
St. Charles, MO 63301
636-928-5552 FAX 928-1718

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A TEMPORARY CONSTRUCTION EASEMENT WITH LEO L. KALIPS, III AND SANDRA L. KALIPS FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

WHEREAS, it is in the best interest of the inhabitants of the City of St. Peters, Missouri, that improvements be made to the Spencer Creek stream channel and the St. Peters Condo basin; and

WHEREAS, the City of St. Peters did pass Ordinance 6553 on June 23, 2016, for construction and maintenance of said Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12); and

WHEREAS, construction and maintenance of said improvements necessitates obtaining a temporary construction easement from Leo L. Kalips, III and Sandra L. Kalips, husband and wife; and

WHEREAS, the City of St. Peters and said Leo L. Kalips, III and Sandra L. Kalips desire to enter into a Temporary Construction Easement Agreement for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to negotiate, execute, and administer, on behalf of said City, a Temporary Construction Easement Agreement, in substantially the form attached hereto and made a part hereof, with Leo L. Kalips, III and Sandra L. Kalips, husband and wife, for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

SECTION 2. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 3. Severability Clause

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 4. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 8th day of September, 2016.

As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Approved this 8th day of September, 2016.

Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Draft

Temporary Construction Easement Agreement

This Instrument, Made and entered into this _____ day of _____, 2016, by and between Leo L. Kalips, III and Sandra L. Kalips, husband and wife, whose mailing address is 17 Novella Drive, St. Peters, Missouri 63376, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

Witnesseth, that the said GRANTOR, for and in consideration of the sum of \$1.00 and other good and valuable consideration paid by the said GRANTEE, the receipt and sufficiency of which is hereby acknowledged, do by these presents *Grant* unto the said GRANTEE,

A Temporary Construction Easement, as more particularly described on Exhibit "A", attached hereto and incorporated by reference herein, for the purpose of surveying, staking, cutting, filling, sloping embankments, altering the existing grade of, reshaping and otherwise using the easement in order to construct the **Covenant Park/Country Creek Stream Restoration Project, P-12** adjacent thereto and all other necessary improvements in connection therewith. GRANTEE covenants and agrees that after any such work done on and to the temporary construction easement herein granted, that it will restore the surface of the easement as nearly as practicable to its prior condition. This Temporary Construction Easement shall cease and terminate upon the completion of construction of the **Covenant Park/Country Creek Stream Restoration Project, P-12** and all other improvements to be installed in connection therewith.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

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 and assigns forever.

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

On this 11th day of JULY, 2016, before me personally appeared SANDRA L. KALIPS, known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same as her 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

My Commission Expires:



GRANTEE:

CITY OF ST. PETERS, MISSOURI

By: _____
Russell W. Batzel, City Administrator

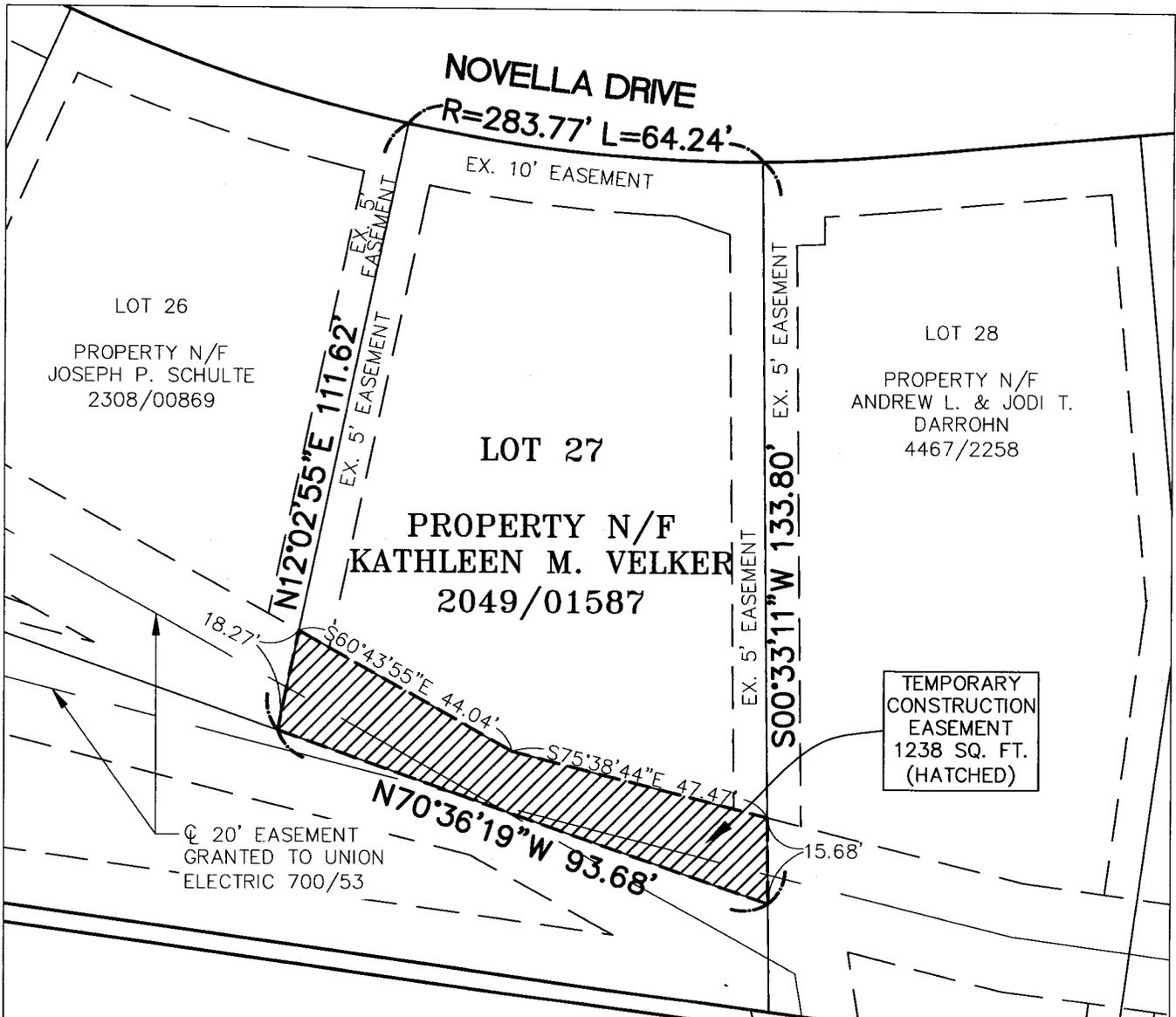
STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this _____ day of _____, 2016, before me appeared, Russell W. Batzel, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a Municipal Corporation of the State of 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 Board of Aldermen; and that said City Administrator acknowledged said instrument to be the free act and deed of said City.

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

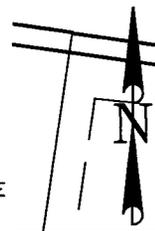
Notary Public

My Commission Expires:



- GENERAL NOTES:
1. BASIS OF BEARINGS ADOPTED FROM MISSOURI STATE PLANE COORDINATE SYSTEM, EAST ZONE.
 2. THE DIRECTIONS AND DISTANCES SHOWN ON THIS EXHIBIT ARE BASED ON CALCULATIONS COMBINING RECORD DEEDS FROM THE ST. CHARLES COUNTY RECORDS, OLD SURVEYS FROM THE ARCHIVES OF BAX ENGINEERING AND ACTUAL EXISTING SURVEY MONUMENTATION FOUND IN THE FIELD.
 3. ALTHOUGH THE DIRECTIONS AND DISTANCES SHOWN ON THIS EXHIBIT MAY BE DIFFERENT THAN THAT DESCRIBED IN DEED BOOK 3855 PAGE 2257, IT IS INTENDING TO DESCRIBE THE SAME TRACT OF LAND.
 4. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

SCALE: 1' = 30'



TEMPORARY
CONSTRUCTION
EASEMENT
1238 SQ. FT.
(HATCHED)

EXHIBIT A	
DATE	3/14/16
DRAWN	JDF

TEMPORARY CONSTRUCTION EASEMENT

INITIALS:	
PROJECT	1508
FILE	1508-TCE27.DWG

**A TRACT OF LAND BEING PART OF
LOT 27 OF "COVENANT PARK PLAT TWO"
P.B. 20 PG. 86, IN U.S. SURVEY 1640,
TOWNSHIP 46 NORTH, RANGE 4 EAST
OF THE FIFTH PRINCIPAL MERIDIAN,
ST. CHARLES COUNTY, MISSOURI**

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A TEMPORARY CONSTRUCTION EASEMENT WITH MICHAEL W. KOESTER AND ANNA T. KOESTER FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

WHEREAS, it is in the best interest of the inhabitants of the City of St. Peters, Missouri, that improvements be made to the Spencer Creek stream channel and the St. Peters Condo basin; and

WHEREAS, the City of St. Peters did pass Ordinance 6553 on June 23, 2016, for construction and maintenance of said Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12); and

WHEREAS, construction and maintenance of said improvements necessitates obtaining a temporary construction easement from Michael W. Koester and Anna T. Koester, husband and wife; and

WHEREAS, the City of St. Peters and said Michael W. Koester and Anna T. Koester desire to enter into a Temporary Construction Easement Agreement for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to negotiate, execute, and administer, on behalf of said City, a Temporary Construction Easement Agreement, in substantially the form attached hereto and made a part hereof, with Michael W. Koester and Anna T. Koester, husband and wife, for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

SECTION 2. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 3. Severability Clause

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 4. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 8th day of September, 2016.

As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Approved this 8th day of September, 2016.

Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Draft

Temporary Construction Easement Agreement

This Instrument, Made and entered into this _____ day of _____, 2016, by and between Michael W. Koester and Anna T. Koester, husband and wife, whose mailing address is 50 Spencer Trail Court, St. Peters, Missouri 63376, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

Witnesseth, that the said GRANTOR, for and in consideration of the sum of \$1.00 and other good and valuable consideration paid by the said GRANTEE, the receipt and sufficiency of which is hereby acknowledged, do by these presents *Grant* unto the said GRANTEE,

A Temporary Construction Easement, as more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein, for the purpose of surveying, staking, cutting, filling, sloping embankments, altering the existing grade of, reshaping and otherwise using the easement in order to construct the **Covenant Park/Country Creek Stream Restoration Project, P-12** adjacent thereto and all other necessary improvements in connection therewith. GRANTEE covenants and agrees that after any such work done on and to the temporary construction easement herein granted, that it will restore the surface of the easement as nearly as practicable to its prior condition. This Temporary Construction Easement shall cease and terminate upon the completion of construction of the **Covenant Park/Country Creek Stream Restoration Project, P-12** and all other improvements to be installed in connection therewith.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

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 and assigns forever.

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

On this 18th day of JUNE, 2016, before me personally appeared ANNA T. KOESTER, known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same as her 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.

Mary N Spinner
Notary

My Commission Expires:



GRANTEE:

CITY OF ST. PETERS, MISSOURI

By: _____
Russell W. Batzel, City Administrator

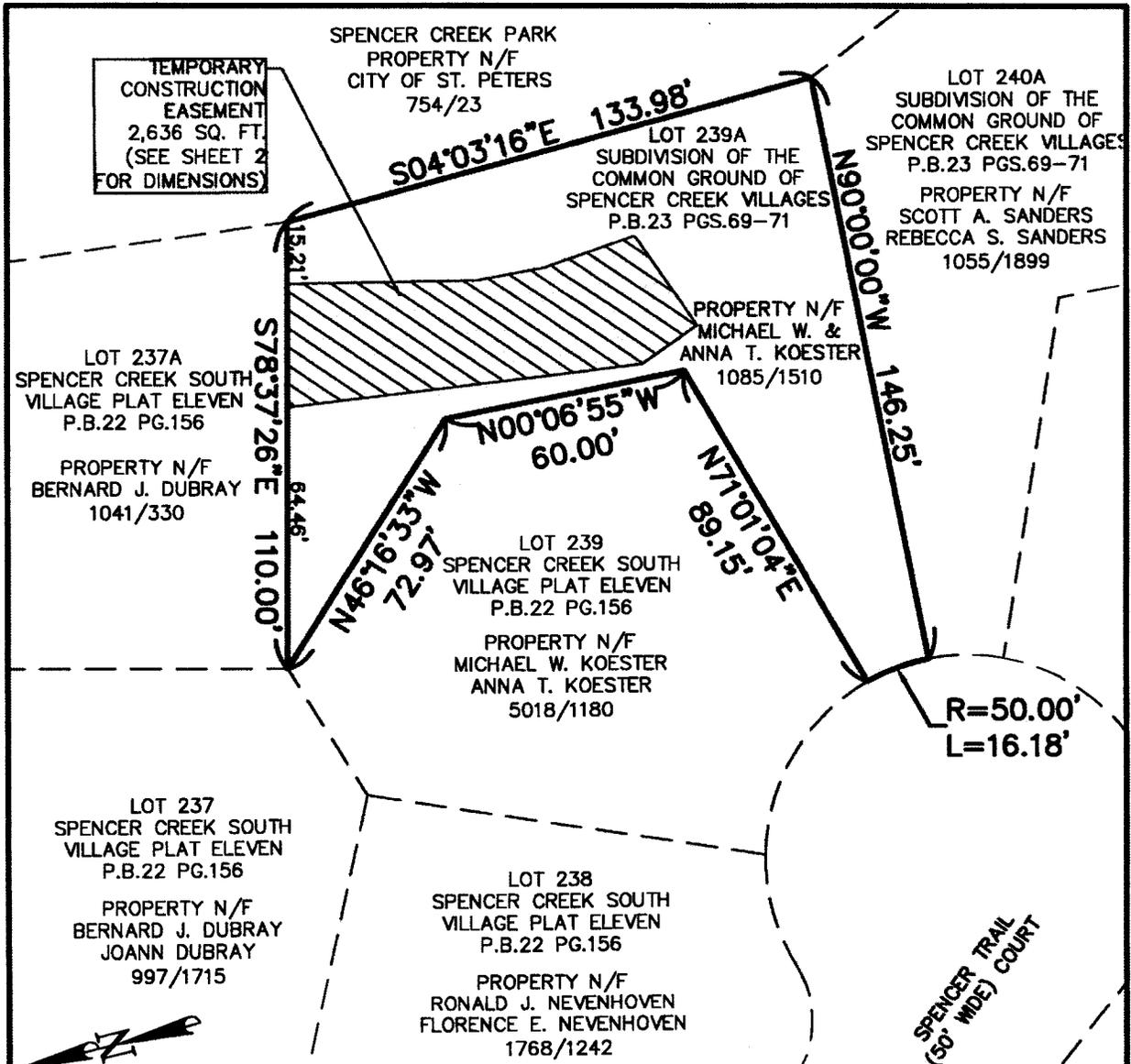
STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this _____ day of _____, 2016, before me appeared, Russell W. Batzel, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a Municipal Corporation of the State of 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 Board of Aldermen; and that said City Administrator acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:



TEMPORARY
CONSTRUCTION
EASEMENT
2,636 SQ. FT.
(SEE SHEET 2
FOR DIMENSIONS)

SPENCER CREEK PARK
PROPERTY N/F
CITY OF ST. PETERS
754/23

LOT 239A
SUBDIVISION OF THE
COMMON GROUND OF
SPENCER CREEK VILLAGES
P.B.23 PGS.69-71

LOT 240A
SUBDIVISION OF THE
COMMON GROUND OF
SPENCER CREEK VILLAGES
P.B.23 PGS.69-71
PROPERTY N/F
SCOTT A. SANDERS
REBECCA S. SANDERS
1055/1899

LOT 237A
SPENCER CREEK SOUTH
VILLAGE PLAT ELEVEN
P.B.22 PG.156

PROPERTY N/F
BERNARD J. DUBRAY
1041/330

PROPERTY N/F
MICHAEL W. &
ANNA T. KOESTER
1085/1510

LOT 239
SPENCER CREEK SOUTH
VILLAGE PLAT ELEVEN
P.B.22 PG.156

PROPERTY N/F
MICHAEL W. KOESTER
ANNA T. KOESTER
5018/1180

LOT 237
SPENCER CREEK SOUTH
VILLAGE PLAT ELEVEN
P.B.22 PG.156

PROPERTY N/F
BERNARD J. DUBRAY
JOANN DUBRAY
997/1715

LOT 238
SPENCER CREEK SOUTH
VILLAGE PLAT ELEVEN
P.B.22 PG.156

PROPERTY N/F
RONALD J. NEVENHOVEN
FLORENCE E. NEVENHOVEN
1768/1242

R=50.00'
L=16.18'

SPENCER TRAIL
(50' WIDE) COURT



SCALE: 1" = 40'

GENERAL NOTES:

1. BASIS OF BEARINGS ADOPTED FROM "SUBDIVISION OF THE COMMON GROUND OF SPENCER CREEK VILLAGES" AS RECORDED IN P.B. 23, PGS.69-71 OF THE ST. CHARLES COUNTY RECORDS.
4. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

SHEET 1 OF 2

EXHIBIT A

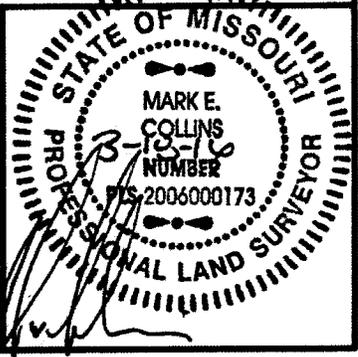
DATE 03/16/2016
DRAWN MLR

TEMPORARY CONSTRUCTION EASEMENT

INITIALS:

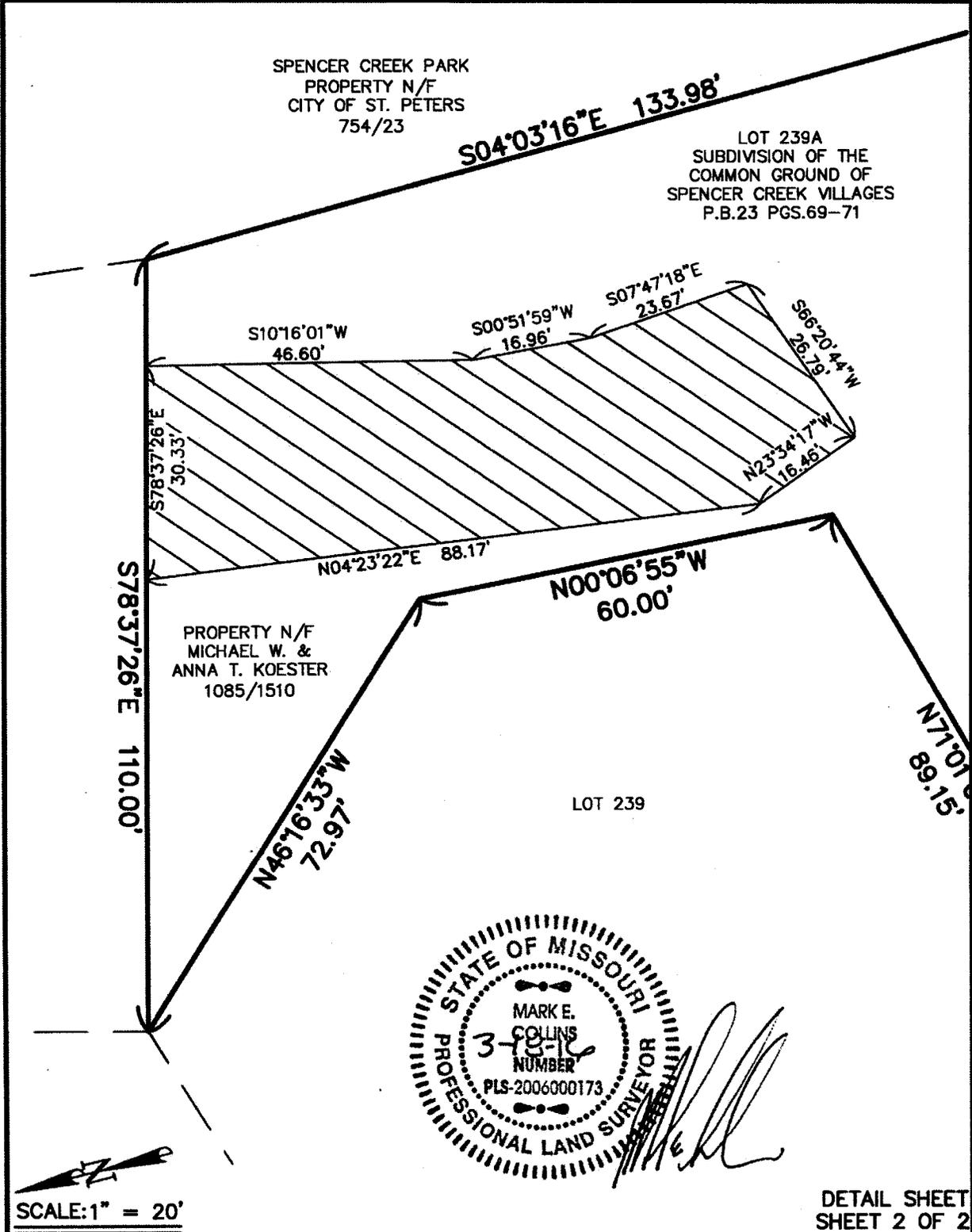
PROJECT 05-13464A
SHEET 1 OF 2 13464A TCE 1

A TRACT OF LAND BEING PART OF LOT 239A OF
"SUBDIVISION OF THE COMMON GROUND OF
SPENCER CREEK VILLAGES" P.B.23 PG.69-71
WITHIN U.S. SURVEY 1640,
TOWNSHIP 47 NORTH, RANGE 4 EAST
OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF ST. PETERS,
ST. CHARLES COUNTY, MISSOURI



SPENCER CREEK PARK
PROPERTY N/F
CITY OF ST. PETERS
754/23

LOT 239A
SUBDIVISION OF THE
COMMON GROUND OF
SPENCER CREEK VILLAGES
P.B.23 PGS.69-71



PROPERTY N/F
MICHAEL W. &
ANNA T. KOESTER
1085/1510

LOT 239



SCALE: 1" = 20'

DETAIL SHEET
SHEET 2 OF 2

EXHIBIT A

INITIALS:

DATE	03/16/2016
DRAWN	MLR

TEMPORARY CONSTRUCTION EASEMENT

PROJECT	05-13464A
FILE	13464A TCE 1

Land Description
2,636 Sq. Ft.
March 16, 2016
Bax Project No. 13-13464A
MLR

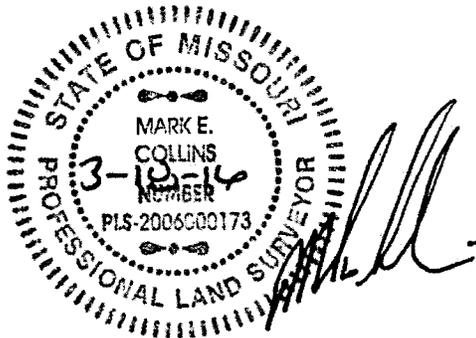
MICHAEL W. KOESTER
ANNA T. KOESTER
1085/1510
2-0108-5691-00-239A.0000000

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT

A tract of land being part of Lot 239A of "Subdivision of the Common Ground of Spencer Creek Villages", a subdivision according to the plat thereof recorded in Plat Book 23 Pages 69-71 of the St. Charles County records, within U.S. Survey 1640, Township 47 North, Range 4 East of the fifth principal meridian, City of St. Peters, St. Charles County, Missouri and being more particularly described as follows:

Commencing at the Northeast corner of Lot 239A of said "Subdivision of the Common Ground of Spencer Creek Villages"; thence along the North line of said Lot 239A, North 78 degrees 37 minutes 26 seconds West 15.21 feet to the actual point of beginning of the herein described tract of land; thence leaving said North line of Lot 239A, the following courses and distances, South 10 degrees 16 minutes 01 seconds West 46.60 feet; South 00 degrees 51 minutes 59 seconds West 16.96 feet; South 07 degrees 47 minutes 18 seconds East 23.67 feet; South 66 degrees 20 minutes 44 seconds West 26.79 feet; North 23 degrees 34 minutes 17 seconds West 16.46 feet; and North 04 degrees 23 minutes 22 seconds East 88.17 feet to a point in the aforesaid North line of Lot 239A; thence along said North line of Lot 239A, South 78 degrees 37 minutes 26 seconds East 30.33 feet to the point of beginning containing 2,636 square feet according to calculations made by Bax Engineering during the month of March, 2016.



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A TEMPORARY CONSTRUCTION EASEMENT WITH HEATH W. MCCANN AND JESSICA L. MCCANN FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

WHEREAS, it is in the best interest of the inhabitants of the City of St. Peters, Missouri, that improvements be made to the Spencer Creek stream channel and the St. Peters Condo basin; and

WHEREAS, the City of St. Peters did pass Ordinance 6553 on June 23, 2016, for construction and maintenance of said Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12); and

WHEREAS, construction and maintenance of said improvements necessitates obtaining a temporary construction easement from Heath W. McCann and Jessica L. McCann, husband and wife; and

WHEREAS, the City of St. Peters and said Heath W. McCann and Jessica L. McCann desire to enter into a Temporary Construction Easement Agreement for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to negotiate, execute, and administer, on behalf of said City, a Temporary Construction Easement Agreement, in substantially the form attached hereto and made a part hereof, with Heath W. McCann and Jessica L. McCann, husband and wife, for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

SECTION 2. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 3. Severability Clause

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 4. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 8th day of September, 2016.

As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Approved this 8th day of September, 2016.

Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Draft

Temporary Construction Easement Agreement

This Instrument, Made and entered into this _____ day of _____, 2016, by and between Heath W. McCann and Jessica L. McCann, husband and wife, whose mailing address is 30 Barkwood Trails, St. Peters, Missouri 63376, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

Witnesseth, that the said GRANTOR, for and in consideration of the sum of \$1.00 and other good and valuable consideration paid by the said GRANTEE, the receipt and sufficiency of which is hereby acknowledged, do by these presents *Grant* unto the said GRANTEE,

A Temporary Construction Easement, as more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein, for the purpose of surveying, staking, cutting, filling, sloping embankments, altering the existing grade of, reshaping and otherwise using the easement in order to construct the **Covenant Park/Country Creek Stream Restoration Project, P-12** adjacent thereto and all other necessary improvements in connection therewith. GRANTEE covenants and agrees that after any such work done on and to the temporary construction easement herein granted, that it will restore the surface of the easement as nearly as practicable to its prior condition. This Temporary Construction Easement shall cease and terminate upon the completion of construction of the **Covenant Park/Country Creek Stream Restoration Project, P-12** and all other improvements to be installed in connection therewith.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

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 and assigns forever.

In Witness Whereof, the said GRANTOR and GRANTEE hereto have executed these presents as of the day and year first above written.

GRANTOR:

By: Heath W. McCann
Heath W. McCann, owner

By: Jessica L. McCann
Jessica L. McCann, owner

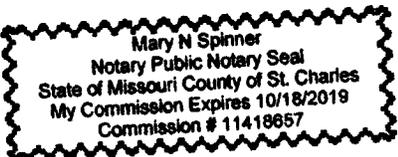
STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this 25th day of APRIL, 2016, before me personally appeared HEATH W. MCCANN, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his 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.

Mary N. Spinner
Notary

My Commission Expires:



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

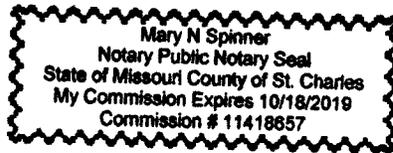
On this 25th day of APRIL, 2016, before me personally appeared JESSICA L. McCANN, known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same as her free act and deed.

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

My Commission Expires:



GRANTEE:

CITY OF ST. PETERS, MISSOURI

By: _____
Russell W. Batzel, City Administrator

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

On this _____ day of _____, 2016, before me appeared, Russell W. Batzel, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a Municipal Corporation of the State of 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 Board of Aldermen; and that said City Administrator acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:

BARKWOOD TRAILS DR

S09°55'23"E 75.00'

LOT 269

**PROPERTY N/F
CHRISTIEN MARIE
STEINLAGE
1763/1873**

LOT 270

PROPERTY N/F
STEVEN C. AND
AMY L. GROTH
3919/1917

LOT 268

PROPERTY N/F
CAROL M. ALLEN
1782/1550

N80°04'37"E 120.00'

EX. 5' EASEMENT

S80°04'37"W 120.00'

EX. 20' EASEMENT

TEMPORARY CONSTRUCTION
EASEMENT
375 SQ. FT.
(HATCHED)

EX. 5' EASEMENT
S09°55'23"E 75.00'

5.00'

5.00'

N09°55'23"W 75.00'

COMMON GROUND

PROPERTY N/F
CITY OF ST. PETERS
1860/905



GENERAL NOTES:

1. BASIS OF BEARINGS ADOPTED FROM MISSOURI STATE PLANE COORDINATE SYSTEM, EAST ZONE.
2. THE DIRECTIONS AND DISTANCES SHOWN ON THIS EXHIBIT ARE BASED ON CALCULATIONS COMBINING RECORD DEEDS FROM THE ST. CHARLES COUNTY RECORDS, OLD SURVEYS FROM THE ARCHIVES OF BAX ENGINEERING AND ACTUAL EXISTING SURVEY MONUMENTATION FOUND IN THE FIELD.
3. ALTHOUGH THE DIRECTIONS AND DISTANCES SHOWN ON THIS EXHIBIT MAY BE DIFFERENT THAN THAT DESCRIBED IN DEED BOOK 1763 PAGE 1873, IT IS INTENDING TO DESCRIBE THE SAME TRACT OF LAND.
4. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

SCALE: 1' = 30'

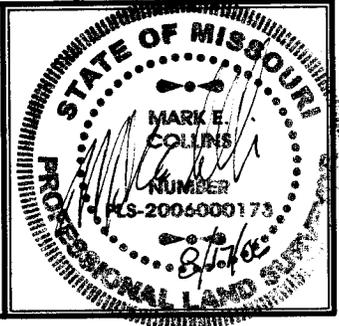
EXHIBIT A

DATE	8/9/06
DRAWN	GMH

TEMPORARY CONSTRUCTION EASEMENT

INITIALS:	
PROJECT	05-13464
FILE	13464-TCE269

**A TRACT OF LAND BEING PART OF
LOT 269 OF "COUNTRY CREEK, PLAT TWO"
P.B. 20 PGS. 170-171, IN U.S. SURVEY 1640,
TOWNSHIP 46 NORTH, RANGE 4 EAST
OF THE FIFTH PRINCIPAL MERIDIAN,
ST. CHARLES COUNTY, MISSOURI**





ENGINEERING

PLANNING

SURVEYING

EXHIBIT B

LAND DESCRIPTION

375 SQUARE FEET

BAX PROJECT NO. 05-13464

AUGUST 10, 2006

GMH

TEMPORARY CONSTRUCTION EASEMENT

A tract of land being part of Lot 269 of "Country Creek, Plat Two", a subdivision according to the plat thereof recorded in Plat Book 20 Pages 170-171 of the St. Charles County records, in U.S. Survey 1640, Township 46 North, Range 4 East of the Fifth Principal Meridian, St. Charles County, Missouri and being more particularly described as follows:

BEGINNING at the Southwest corner of Lot 270 of said "Country Creek, Plat Two" said point also being the Northwest corner of aforesaid Lot 269; thence along the North line of said Lot 269, North 80 degrees 04 minutes 37 seconds East 5.00 feet; thence leaving said North line of Lot 269, South 09 degrees 55 minutes 23 seconds East 75.00 feet to a point on the South line of said Lot 269; thence along said South line of Lot 269, South 80 degrees 04 minutes 37 seconds West 5.00 feet to the Southwest corner of said Lot 269; thence along the West line of said Lot 269, North 09 degrees 55 minutes 23 seconds West 75.00 feet to the POINT OF BEGINNING and containing 375 square feet according to calculations by Bax Engineering Company, Inc., during August, 2006.



BAX ENGINEERING CO., INC.
221 Point West Blvd.
St. Charles, MO 63301
636-928-5552 FAX 928-1718

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A TEMPORARY CONSTRUCTION EASEMENT WITH NARCISSA YVETTE OJEDA FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

WHEREAS, it is in the best interest of the inhabitants of the City of St. Peters, Missouri, that improvements be made to the Spencer Creek stream channel and the St. Peters Condo basin; and

WHEREAS, the City of St. Peters did pass Ordinance 6553 on June 23, 2016, for construction and maintenance of said Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12); and

WHEREAS, construction and maintenance of said improvements necessitates obtaining a temporary construction easement from Narcissa Yvette Ojeda; and

WHEREAS, the City of St. Peters and said Narcissa Yvette Ojeda desire to enter into a Temporary Construction Easement Agreement for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to negotiate, execute, and administer, on behalf of said City, a Temporary

Construction Easement Agreement, in substantially the form attached hereto and made a part hereof, with Narcissa Yvette Ojeda, for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

SECTION 2. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 3. Severability Clause

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 4. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 8th day of September, 2016.

As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Approved this 8th day of September, 2016.

Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Draft

Temporary Construction Easement Agreement

This Instrument, Made and entered into this _____ day of _____, 2016, by and between Narcissa Yvette Ojeda, a married person acting individually and pursuant to Assent dated April 24, 2014, and recorded on June 6, 2014, in Book 6197 Page 1160 of the St. Charles County, Missouri records, whose mailing address is 32 Barkwood Trails, St. Peters, Missouri 63376, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

Witnesseth, that the said GRANTOR, for and in consideration of the sum of \$1.00 and other good and valuable consideration paid by the said GRANTEE, the receipt and sufficiency of which is hereby acknowledged, do by these presents *Grant* unto the said GRANTEE,

A Temporary Construction Easement, as more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein, for the purpose of surveying, staking, cutting, filling, sloping embankments, altering the existing grade of, reshaping and otherwise using the easement in order to construct the **Covenant Park/Country Creek Stream Restoration Project, P-12** adjacent thereto and all other necessary improvements in connection therewith. GRANTEE covenants and agrees that after any such work done on and to the temporary construction easement herein granted, that it will restore the surface of the easement as nearly as practicable to its prior condition. This Temporary Construction Easement shall cease and terminate upon the completion of construction of the **Covenant Park/Country Creek Stream Restoration Project, P-12** and all other improvements to be installed in connection therewith.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

GRANTEE:

CITY OF ST. PETERS, MISSOURI

By: _____
Russell W. Batzel, City Administrator

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

On this _____ day of _____, 2016, before me appeared, Russell W. Batzel, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a Municipal Corporation of the State of 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 Board of Aldermen; and that said City Administrator acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:



ENGINEERING

PLANNING

SURVEYING

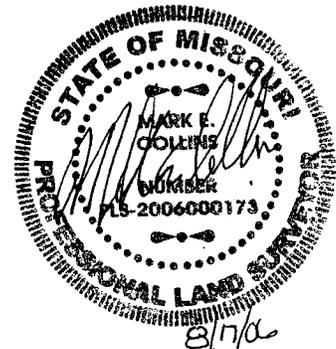
EXHIBIT 'B'

LAND DESCRIPTION
1,125 SQUARE FEET
BAX PROJECT NO. 05-13464
AUGUST 10, 2006
GMH

TEMPORARY CONSTRUCTION EASEMENT

A tract of land being part of Lot 268 of "Country Creek, Plat Two", a subdivision according to the plat thereof recorded in Plat Book 20 Pages 170-171 of the St. Charles County records, in U.S. Survey 1640, Township 46 North, Range 4 East of the Fifth Principal Meridian, St. Charles County, Missouri and being more particularly described as follows:

BEGINNING at the Southwest corner of Lot 269 of said "Country Creek, Plat Two" said point also being the Northwest corner of aforesaid Lot 268; thence along the North line of said Lot 268, North 80 degrees 04 minutes 37 seconds East 15.00 feet; thence leaving said North line of Lot 268, South 09 degrees 55 minutes 23 seconds East 75.00 feet to a point on the South line of said Lot 268; thence along said South line of Lot 268, South 80 degrees 04 minutes 37 seconds West 15.00 feet to the Southwest corner of said Lot 268; thence along the West line of said Lot 268, North 09 degrees 55 minutes 23 seconds West 75.00 feet to the POINT OF BEGINNING and containing 1,125 square feet according to calculations by Bax Engineering Company, Inc., during August, 2006.



BAX ENGINEERING CO., INC.
221 Point West Blvd.
St. Charles, MO 63301
636-928-5552 FAX 928-1718

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A TEMPORARY CONSTRUCTION EASEMENT WITH JOSEPH P. SCHULTE FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

WHEREAS, it is in the best interest of the inhabitants of the City of St. Peters, Missouri, that improvements be made to the Spencer Creek stream channel and the St. Peters Condo basin; and

WHEREAS, the City of St. Peters did pass Ordinance 6553 on June 23, 2016, for construction and maintenance of said Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12); and

WHEREAS, construction and maintenance of said improvements necessitates obtaining a temporary construction easement from Joseph P. Schulte, a single person; and

WHEREAS, the City of St. Peters and said Joseph P. Schulte desire to enter into a Temporary Construction Easement Agreement for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to negotiate, execute, and administer, on behalf of said City, a Temporary

Construction Easement Agreement, in substantially the form attached hereto and made a part hereof, with Joseph P. Schulte, a single person, for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

SECTION 2. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 3. Severability Clause

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 4. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 8th day of September, 2016.

As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Approved this 8th day of September, 2016.

Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Draft

Temporary Construction Easement Agreement

This Instrument, Made and entered into this _____ day of _____, 2016, by and between Joseph P. Schulte, a single person, whose mailing address is 19 Novella Drive, St. Peters, Missouri 63376, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

Witnesseth, that the said GRANTOR, for and in consideration of the sum of \$1.00 and other good and valuable consideration paid by the said GRANTEE, the receipt and sufficiency of which is hereby acknowledged, do by these presents *Grant* unto the said GRANTEE,

A Temporary Construction Easement, as more particularly described on Exhibit "A", attached hereto and incorporated by reference herein, for the purpose of surveying, staking, cutting, filling, sloping embankments, altering the existing grade of, reshaping and otherwise using the easement in order to construct the **Covenant Park/Country Creek Stream Restoration Project, P-12** adjacent thereto and all other necessary improvements in connection therewith. GRANTEE covenants and agrees that after any such work done on and to the temporary construction easement herein granted, that it will restore the surface of the easement as nearly as practicable to its prior condition. This Temporary Construction Easement shall cease and terminate upon the completion of construction of the **Covenant Park/Country Creek Stream Restoration Project, P-12** and all other improvements to be installed in connection therewith.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

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 and assigns forever.

In Witness Whereof, the said GRANTOR and GRANTEE hereto have executed these presents as of the day and year first above written.

GRANTOR:

By: Joseph P. Schulte
Joseph P. Schulte, owner

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

On this 19th day of AUGUST, 2016, before me personally appeared JOSEPH P. SCHULTE, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his 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.

Mary N Spinner
Notary

My Commission Expires:



GRANTEE:

CITY OF ST. PETERS, MISSOURI

By: _____
Russell W. Batzel, City Administrator

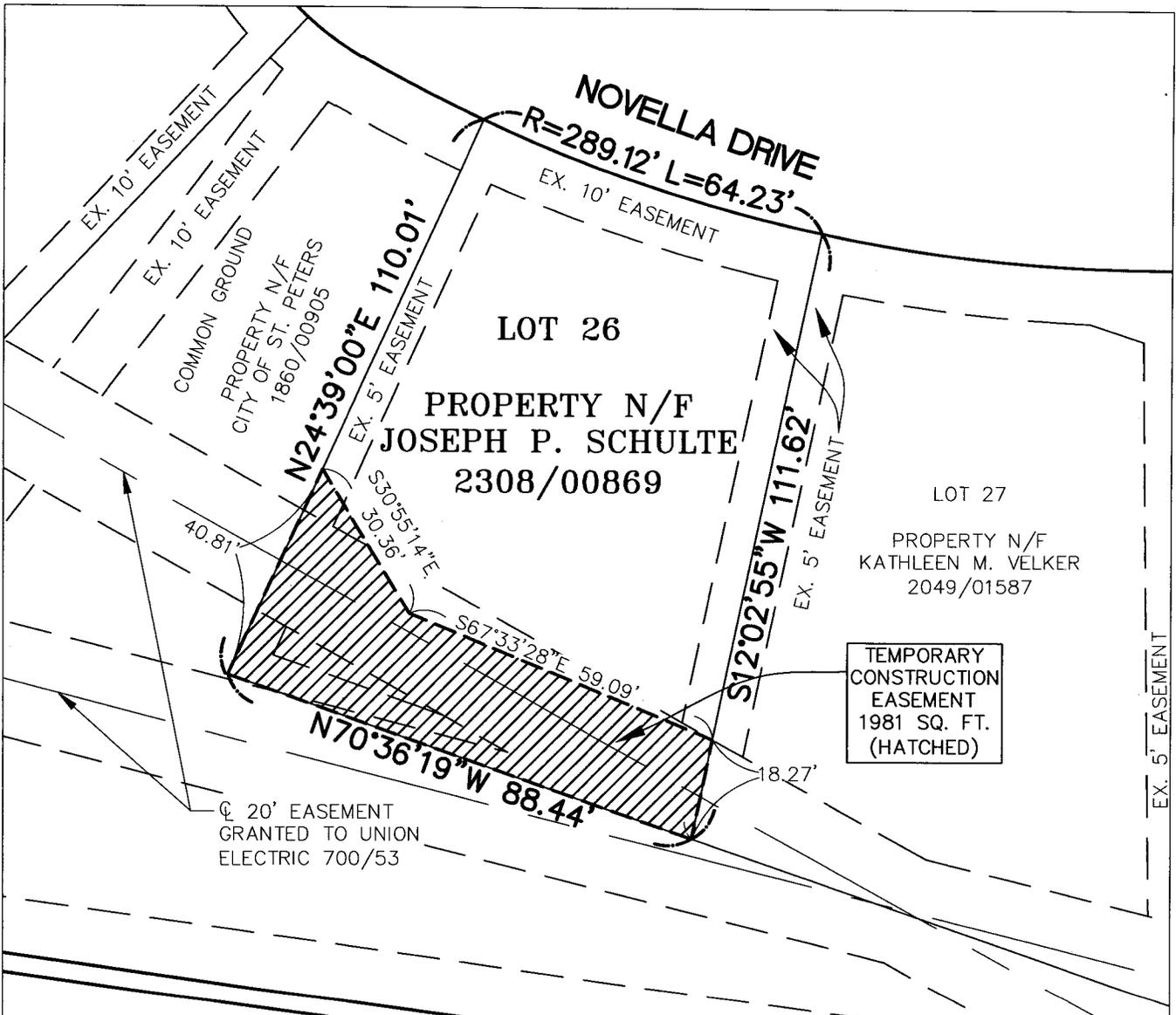
STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this _____ day of _____, 2016, before me appeared, Russell W. Batzel, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a Municipal Corporation of the State of 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 Board of Aldermen; and that said City Administrator acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

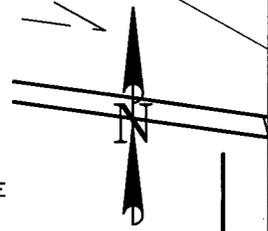
My Commission Expires:



⊕ 20' EASEMENT
GRANTED TO UNION
ELECTRIC 700/53

TEMPORARY
CONSTRUCTION
EASEMENT
1981 SQ. FT.
(HATCHED)

- GENERAL NOTES:
1. BASIS OF BEARINGS ADOPTED FROM MISSOURI STATE PLANE COORDINATE SYSTEM, EAST ZONE.
 2. THE DIRECTIONS AND DISTANCES SHOWN ON THIS EXHIBIT ARE BASED ON CALCULATIONS COMBINING RECORD DEEDS FROM THE ST. CHARLES COUNTY RECORDS, OLD SURVEYS FROM THE ARCHIVES OF BAX ENGINEERING AND ACTUAL EXISTING SURVEY MONUMENTATION FOUND IN THE FIELD.
 3. ALTHOUGH THE DIRECTIONS AND DISTANCES SHOWN ON THIS EXHIBIT MAY BE DIFFERENT THAN THAT DESCRIBED IN DEED BOOK 2308 PAGE 00869, IT IS INTENDING TO DESCRIBE THE SAME TRACT OF LAND.
 4. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.



SCALE: 1' = 30'

EXHIBIT A	
DATE	3/14/16
DRAWN	JDF

INITIALS:	
PROJECT	1508
FILE	1508-TCE26.DWG

TEMPORARY CONSTRUCTION EASEMENT

**A TRACT OF LAND BEING PART OF
LOT 26 OF "COVENANT PARK PLAT TWO"
P.B. 20 PG. 86, IN U.S. SURVEY 1640,
TOWNSHIP 46 NORTH, RANGE 4 EAST
OF THE FIFTH PRINCIPAL MERIDIAN,
ST. CHARLES COUNTY, MISSOURI**

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A TEMPORARY CONSTRUCTION EASEMENT WITH LEE J. WAGNER AND JOAN L. WAGNER FOR THE SPENCER CREEK CHANNEL & ST. PETERS CONDO BASIN IMPROVEMENTS PROJECT (P-12)

WHEREAS, it is in the best interest of the inhabitants of the City of St. Peters, Missouri, that improvements be made to the Spencer Creek stream channel and the St. Peters Condo basin; and

WHEREAS, the City of St. Peters did pass Ordinance 6553 on June 23, 2016, for construction and maintenance of said Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12); and

WHEREAS, construction and maintenance of said improvements necessitates obtaining a temporary construction easement from Lee J. Wagner and Joan L. Wagner, husband and wife; and

WHEREAS, the City of St. Peters and said Lee J. Wagner and Joan L. Wagner desire to enter into a Temporary Construction Easement Agreement for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to negotiate, execute, and administer, on behalf of said City, a Temporary Construction Easement Agreement, in substantially the form attached hereto and made a part hereof, with Lee J. Wagner and Joan L. Wagner, husband and wife, for the Spencer Creek Channel & St. Peters Condo Basin Improvements Project (P-12).

SECTION 2. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 3. Severability Clause

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 4. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 8th day of September, 2016.

As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Approved this 8th day of September, 2016.

Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Draft

Temporary Construction Easement Agreement

This Instrument, Made and entered into this _____ day of _____, 2016, by and between Lee J. Wagner and Joan L. Wagner, husband and wife, whose mailing address is 62 Spencer Trail, St. Peters, Missouri 63376, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

Witnesseth, that the said GRANTOR, for and in consideration of the sum of \$1.00 and other good and valuable consideration paid by the said GRANTEE, the receipt and sufficiency of which is hereby acknowledged, do by these presents *Grant* unto the said GRANTEE,

A Temporary Construction Easement, as more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein, for the purpose of surveying, staking, cutting, filling, sloping embankments, altering the existing grade of, reshaping and otherwise using the easement in order to construct the **Covenant Park/Country Creek Stream Restoration Project, P-12** adjacent thereto and all other necessary improvements in connection therewith. GRANTEE covenants and agrees that after any such work done on and to the temporary construction easement herein granted, that it will restore the surface of the easement as nearly as practicable to its prior condition. This Temporary Construction Easement shall cease and terminate upon the completion of construction of the **Covenant Park/Country Creek Stream Restoration Project, P-12** and all other improvements to be installed in connection therewith.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

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 and assigns forever.

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

On this 23rd day of JUNE, 2016, before me personally appeared JOAN L. WAGNER, known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same as her 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.

Mary N Spinner
Notary

My Commission Expires:



GRANTEE:

CITY OF ST. PETERS, MISSOURI

By: _____
Russell W. Batzel, City Administrator

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

On this _____ day of _____, 2016, before me appeared, Russell W. Batzel, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a Municipal Corporation of the State of 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 Board of Aldermen; and that said City Administrator acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:

LOT 232
 PROPERTY N/F
 CURTIS P. SULLIVAN
 4502/1211

LOT 233A
 PROPERTY N/F
 CITY OF ST. PETERS

LOT 233
 PROPERTY N/F
 LEE J. AND
 JOAN L. WAGNER
 968/1868

TEMPORARY
 CONSTRUCTION
 EASEMENT
 318 SQ. FT.
 (HATCHED)

LOT 234
 PROPERTY N/F
 MARK E. AND
 CATHERINE SCHULTZ
 1736/81

LOT 234A
 PROPERTY N/F
 CITY OF ST. PETERS

SPENCER TRAIL DR

R=200.00' L=66.06'

EX. 20' EASEMENT

EX. 8.5' EASEMENT

EX. 10'

N65°57'37"E 120.00'

S14°34'38"E 105.22'

S84°53'07"W 120.00'

N39°37'04"E 12.33'
 N14°34'38"W 27.38'

10.14'



- GENERAL NOTES:
1. BASIS OF BEARINGS ADOPTED FROM MISSOURI STATE PLANE COORDINATE SYSTEM, EAST ZONE.
 2. THE DIRECTIONS AND DISTANCES SHOWN ON THIS EXHIBIT ARE BASED ON CALCULATIONS COMBINING RECORD DEEDS FROM THE ST. CHARLES COUNTY RECORDS, OLD SURVEYS FROM THE ARCHIVES OF BAX ENGINEERING AND ACTUAL EXISTING SURVEY MONUMENTATION FOUND IN THE FIELD.
 3. ALTHOUGH THE DIRECTIONS AND DISTANCES SHOWN ON THIS EXHIBIT MAY BE DIFFERENT THAN THAT DESCRIBED IN DEED BOOK 968 PAGE 1868, IT IS INTENDING TO DESCRIBE THE SAME TRACT OF LAND.
 4. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

SCALE: 1' = 30'

EXHIBIT A

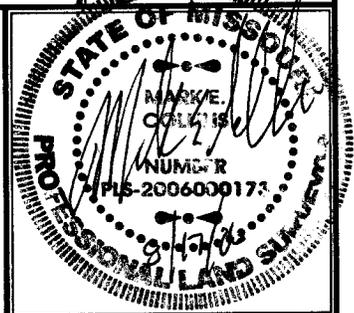
DATE	8/9/06
DRAWN	GMH

TEMPORARY CONSTRUCTION EASEMENT

INITIALS:

PROJECT	05-13464
FILE NUMBER	05-13464-TCE233

A TRACT OF LAND BEING PART OF LOT 233 OF
 "SPENCER CREEK SOUTH VILLAGE, PLAT ELEVEN"
 P.B. 22 PG. 156, IN U.S. SURVEY 1640,
 TOWNSHIP 46 NORTH, RANGE 4 EAST
 OF THE FIFTH PRINCIPAL MERIDIAN,
 ST. CHARLES COUNTY, MISSOURI





ENGINEERING

PLANNING

SURVEYING

EXHIBIT B

LAND DESCRIPTION

318 SQUARE FEET

BAX PROJECT NO. 05-13464

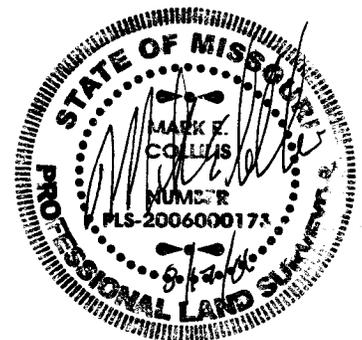
AUGUST 10, 2006

GMH

TEMPORARY CONSTRUCTION EASEMENT

A tract of land being part of Lot 233 of "Spencer Creek South Village, Plat Eleven", a subdivision according to the plat thereof recorded in Plat Book 22 Page 156 of the St. Charles County records, in U.S. Survey 1640, Township 46 North, Range 4 East of the Fifth Principal Meridian, St. Charles County, Missouri and being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 234 of said "Spencer Creek South Village, Plat Eleven" said point also being the Southeast corner of aforesaid Lot 233; thence along the South line of said Lot 233, South 84 degrees 53 minutes 07 seconds West 10.14 feet; thence leaving said South line of Lot 233, North 14 degrees 34 minutes 38 seconds West 27.38 feet; thence North 39 degrees 37 minutes 04 seconds East 12.33 feet to a point on the East line of said Lot 233; thence along said East line of Lot 233, South 14 degrees 34 minutes 38 seconds East 36.26 feet to the POINT OF BEGINNING and containing 318 square feet according to calculations by Bax Engineering Company, Inc., during August, 2006.



BAX ENGINEERING CO., INC.
221 Point West Blvd.
St. Charles, MO 63301
636-928-5552 FAX 928-1718

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO EXECUTE A CONTRACT CHANGE ORDER WITH M & H CONCRETE CONTRACTORS, INCORPORATED FOR THE 2016 CONCRETE SLAB REPLACEMENT PROGRAM

WHEREAS, the City of St. Peters did previously enter into an agreement with M & H Concrete Contractors, Incorporated for the 2016 Concrete Slab Replacement Program; and

WHEREAS, additional work not included in the original contract documents is required to successfully complete the 2016 Concrete Slab Replacement Program; and

WHEREAS, M & H Concrete Contractors, Incorporated has prepared an acceptable cost proposal for additional work associated with the 2016 Concrete Slab Replacement Program.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Administrator of the City of St. Peters, Missouri be and is hereby authorized to execute a Contract Change Order with M & H Concrete Contractors, Incorporated in the initial amount of \$280,000.00, for additional work associated with the 2016 Concrete Slab Replacement Program. Upon approval of the City Administrator the initial contract amount shall be adjusted as necessary based on the final measured quantities at the unit prices bid in the contract or noted in the Change Order proposal for additional work associated with the 2016 Concrete Slab Replacement Program.

SECTION 2. The City Administrator be and he is hereby authorized to negotiate, execute and administer said Contract Change Order on behalf of the City of St. Peters.

SECTION 3. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability Clause

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid, is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 6. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed and approved this 8th day of September, 2016.

As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Approved this 8th day of September, 2016.

Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AGREEMENTS FOR PERMANENT DRAINAGE EASEMENTS FOR THE ST PETERS MEMORY CARE PROJECT (KLONDIKE PARTNERS, L.P.)

WHEREAS, it is in the best interest of the inhabitants of the City of St. Peters, Missouri, that easements be acquired for improvements to and maintenance of the City's water line system and storm sewer system; and

WHEREAS, the improvements to said watershed necessitates obtaining Permanent Drainage Easements from Klondike Partners, L.P.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. The City does hereby accept and agrees to said Permanent Drainage Easements, and the City Administrator of the City of St. Peters, Missouri, be and is hereby authorized to execute on behalf of the City of St. Peters, Missouri, two Permanent Drainage Easements, in substantially the forms attached hereto and made a part hereof, with Klondike Partners, L.P., for the St. Peters Memory Care Project.

SECTION 2. The City Clerk is hereby directed to cause said Permanent Drainage Easements to be recorded in the office of the St. Charles County, Missouri Recorder of Deeds Office.

SECTION 3. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability Clause

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would

have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 5. This Ordinance shall take effect and be in force from and after its passage by the Board of Aldermen and its approval by the Mayor of the City of St. Peters, Missouri.

Read two times, passed, and approved this 8th day of September, 2016.

Len Pagano, Mayor of St Peters

Attest: _____
Patricia E. Smith, City Clerk

Approved this _____ day of _____, 2016.

Len Pagano, Mayor of St Peters

Attest: _____
Patricia E. Smith, City Clerk

Permanent Drainage Easement Agreement

This Agreement, made and entered into as of the ____ day of _____, 2016, by and among Klondike Partners, L.P., a Missouri limited partnership, by Richard P. Norden, Managing Partner, whose mailing address is 4680 Mexico Road, St. Peters, Missouri 63376; The Jerome A. Burkemper Trust Dated November 2,3 1993, by Timothy J. Burkemper and Mary Jane Shelley, Successor Co-Trustees, whose mailing address is 1211 S. Duchesne
St Charles, MO 63301; Mutual Assurance Company Partnership Trust (also known as Mac-Pat), by Michael H. Bross, Successor Co-Trustee, whose mailing address is 219 Caliburn Ct Weldon Spring MO 63304; and J. Michael Hannegan, David C. Hannegan and Thomas P. Hannegan as Independent, Successor, Co-Personal Representatives of the Estate of John C. Hannegan, Deceased, whose mailing address is 223 N Main Street St Charles MO 63301, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

Witnesseth, that the **GRANTOR**, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by the said **GRANTEE**, the receipt and sufficiency of which are hereby acknowledged, do by these presents *Grant* unto the said **GRANTEE**,

A Perpetual Right and Easement, for the purpose of constructing, re-constructing, using, operating, maintaining, adding to the number of, and patrolling storm sewers, including, but not limited to, other appurtenances thereto, in, on, upon, along, over, under, through and across the real estate more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein (the "Easement Area"). The **GRANTEE** shall have the right to survey, stake, slope, alter the existing grade of, reshape, construct, reconstruct, place, keep, operate, maintain, inspect, control, add to and relocate at will, at any time, said storm sewer system, or other appurtenances associated therewith, including, without limitation, the right of ingress and egress to and over the above described Easement Area and premises of **GRANTOR** adjoining the same, for all purposes herein stated; together with the right at any time and from time to time, to trim and cut down any and all brush, saplings, trees and overhanging branches, and remove same and/or any rocks or other obstructions upon, over, and under said Easement Area or any portion thereof or of said systems by any other person, association or corporation for the purposes hereinabove set out, and with the further right at any time and from time to time, to remove any or all of the said systems and appurtenances thereto located upon, over across and under said Easement Area by

virtue hereof. GRANTEE covenants and agrees that after any construction or repair work done on and to the Easement Area herein granted, that it will restore the ground surface to substantially its prior condition, to the extent practicable.

GRANTOR, for itself, its successors and assigns, does hereby warrant and covenant unto GRANTEE (1) that GRANTOR is the owner of the above described Easement Area and has full right and authority validly to grant this easement, (2) that GRANTEE may quietly enjoy the Easement Area for the purposes herein stated, and (3) that GRANTOR will not interfere with the exercise and enjoyment of the easement rights hereinabove conveyed.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

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 and assigns forever.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

In Witness Whereof, the said **GRANTOR** and **GRANTEE** have executed these presents as of the day and year first above written.

GRANTOR:

KLONDIKE PARTNERS, L.P.

By: 
Richard P. Norden, Managing Partner

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

On this 17th day of August, 2016, before me personally appeared RICHARD P. NORDEN, Managing Partner of Klondike Partners, L.P., known to me to be the person who executed the within Permanent Drainage Easement Agreement in behalf of said partnership and acknowledged said instrument to be the free act and deed of said partnership

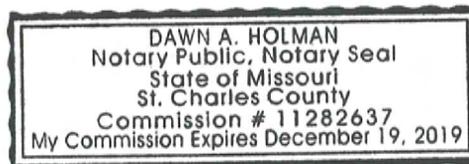
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary

My

Commission

Expires: Dec 19, 2019



GRANTEE:

CITY OF ST. PETERS MISSOURI
a Missouri municipal corporation

By: _____
Russell W. Batzel, City Administrator

SEAL

STATE OF MISSOURI }
 }SS.
COUNTY OF ST, CHARLES }

On this _____ day of _____, 2016, before me appeared, Russell W. Batzel, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a Municipal Corporation of the State of Missouri, that the seal affixed to the foregoing instrument is the seal of said City, that said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen; and, that said City Administrator acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:

"BDY. ADJ. LOT
1A-1 AND LOT 1B"

PLAT BOOK 46, PAGE 345

Adjusted LOT 1A-1

N/F

501 Partnership, a Mo. Gen. Partnership
Bk. 5784, Pg. 1322

"BDY. ADJ. LOT
1A-2 AND LOT 1B"

PLAT BOOK 47, PAGE 15

Adjusted LOT 1A-2

N/F

Norden, et al
Bk. 1676, Pg. 1771

N.89°11'19"E.

101.07'

346.85' 10'W. Esmt. per

P.B. 45, Pg. 314

357.29'

☉ Prop. 10'W. Esmt.

☉ Prop.
10'W. Esmt.

S.32°49'01"E.
33.49'

N.45°55'44"E.
114.85'

Exist. 10'W. Esmt.
per P.B. 47, Pg. 296

"MEMORY CARE
PLAT BOOK

"ST. PETERS"
47, PAGE 296

N/F

St. Peters Memory Care Realty, LLC.

Bk. 6269, Pg. 1383

(Bk. 6159, Pg. 1040)

Bk. 6269, Pg. 1386

(Bk. 6159, Pg. 1049)

LOT 1

N/F

Norden, et al
Bk. 1676, Pg. 1771

S.00°27'05"E. 501.04'

LOT 2

SCALE: 1" = 50'

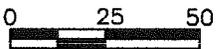


EXHIBIT "A"

INITIAL:

PERMANENT DRAINAGE EASEMENT
PART OF LOT 2 OF

"MEMORY CARE - ST. PETERS", PB. 47, PG. 296
PT. OF FRAC. SEC. 29, T.47N., R.4E.

ST. CHARLES COUNTY, MISSOURI

"EXHIBIT B"

LAND DESCRIPTION

Permanent Drainage Easement
10 feet wide
Part of Lot 2
"Memory Care - St. Peters"
Plat Book 47, Page 296
City of St. Peters, Mo.

1,483 sq. ft.

August 08, 2016

A tract of land for purposes of easement delineation being part of Lot 2 of "MEMORY CARE – ST. PETERS", a subdivision, as recorded in Plat Book 47, Page 296 of the St. Charles County Office of Recorder of Deeds and being more particularly described as follows:

Commencing at a point being the point of intersection of the common line of Lot 1 and Lot 2 of said "Memory Care – St. Peters" subdivision with the Northern line of said Lot 2, as is depicted in said Plat Book 47, Page 296; thence along said common line, South 00 degrees 27 minutes 05 seconds East, a distance of 50.30 feet to a point, said point being on the centerline of the 10 feet wide permanent easement herein described, said point being also the TRUE POINT OF BEGINNING of the tract of land herein described:

Thence leaving said common line of Lot 1 and Lot 2, along the centerline of the herein described 10 feet wide permanent easement, South 32 degrees 49 minutes 01 seconds East, a distance of 33.49 feet to a point; thence North 45 degrees 55 minutes 44 seconds East, a distance of 114.85 feet to a point, said point being the point of intersection of the herein described centerline with the North line of the aforesaid Lot 2, said point being also the point of terminus of the herein described easement centerline and containing 1,483 square feet, more or less.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A PERMANENT DRAINAGE EASEMENT AND A PERMANENT WATER LINE EASEMENT FOR THE ST PETERS MEMORY CARE PROJECT (ST. PETERS MEMORY CARE REALTY, LLC)

WHEREAS, it is in the best interest of the inhabitants of the City of St. Peters, Missouri, that easements be acquired for improvements to and maintenance of the City's water line system and storm sewer system; and

WHEREAS, the improvements to said watershed necessitates obtaining a Permanent Drainage Easement and Permanent Water Line Easement from St. Peters Memory Care Realty, LLC.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. The City does hereby accept and agrees to said Permanent Drainage Easement and Permanent Water Line Easement, and the City Administrator of the City of St. Peters, Missouri, be and is hereby authorized to execute on behalf of the City of St. Peters, Missouri, a Permanent Drainage Easement and Permanent Water Line Easement, in substantially the forms attached hereto and made a part hereof, with St. Peters Memory Care Realty, LLC, for the St. Peters Memory Care Project.

SECTION 2. The City Clerk is hereby directed to cause said Permanent Drainage Easement and Permanent Water Line Easement to be recorded in the office of the St. Charles County, Missouri Recorder of Deeds Office.

SECTION 3. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability Clause

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 5. This Ordinance shall take effect and be in force from and after its passage by the Board of Aldermen and its approval by the Mayor of the City of St. Peters, Missouri.

Read two times, passed, and approved this 8th day of September, 2016.

Len Pagano, Mayor of St Peters

Attest: _____
Patricia E. Smith, City Clerk

Approved this _____ day of _____, 2016.

Len Pagano, Mayor of St Peters

Attest: _____
Patricia E. Smith, City Clerk

Permanent Drainage Easement Agreement

This Agreement, made and entered into as of the _____ day of _____, 2016, by and between St. Peters Memory Care Realty, LLC, a Missouri limited liability company, whose mailing address is c/o Alan R. Naul, 3899 Maple Avenue, Commonwealth Hall, Suite 300, Dallas, Texas 75219, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

Witnesseth, that the **GRANTOR**, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by the said **GRANTEE**, the receipt and sufficiency of which are hereby acknowledged, do by these presents *Grant* unto the said **GRANTEE**.

A Perpetual Right and Easement, for the purpose of constructing, re-constructing, using, operating, maintaining, adding to the number of, and patrolling storm sewers, including, but not limited to, other appurtenances thereto, in, on, upon, along, over, under, through and across the real estate more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein (the "Easement Area"). The **GRANTEE** shall have the right to survey, stake, slope, alter the existing grade of, reshape, construct, reconstruct, place, keep, operate, maintain, inspect, control, add to and relocate at will, at any time, said storm sewer system, or other appurtenances associated therewith, including, without limitation, the right of ingress and egress to and over the above described Easement Area and premises of **GRANTOR** adjoining the same, for all purposes herein stated; together with the right at any time and from time to time, to trim and cut down any and all brush, saplings, trees and overhanging branches, and remove same and/or any rocks or other obstructions upon, over, and under said Easement Area or any portion thereof or of said systems by any other person, association or corporation for the purposes hereinabove set out, and with the further right at any time and from time to time, to remove any or all of the said systems and appurtenances thereto located upon, over across and under said Easement Area by virtue hereof. **GRANTEE** covenants and agrees that after any construction or repair work done on and to the Easement Area herein granted, that it will restore the ground surface to substantially its prior condition, to the extent practicable.

GRANTOR, for itself, its successors and assigns, does hereby warrant and covenant unto **GRANTEE** (1) that **GRANTOR** is the owner of the above described Easement Area and has full right and authority validly to grant this easement, (2) that **GRANTEE** may quietly enjoy the

Easement Area for the purposes herein stated, and (3) that GRANTOR will not interfere with the exercise and enjoyment of the easement rights hereinabove conveyed.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

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 and assigns forever.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

In Witness Whereof, the said GRANTOR and GRANTEE have executed these presents as of the day and year first above written.

GRANTOR:

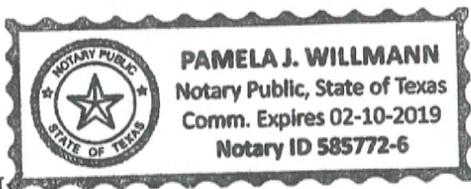
ST. PETERS MEMORY CARE REALTY, LLC
a Missouri limited liability company

By: 
Alan R. Naul, Authorized Representative

STATE OF Texas)
COUNTY OF Dallas) SS

On this 16th day of August, 2016, before me personally appeared ALAN R. NAUL, Authorized Representative of St. Peters Memory Care Realty, LLC, known to me to be the person who executed the within Permanent Drainage Easement Agreement in behalf of said limited liability company and acknowledged to me that he/she/they executed the same for the purposes therein stated.

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

My Commission

Expires:

GRANTEE:

CITY OF ST. PETERS MISSOURI

a Missouri municipal corporation

By: _____
Russell W. Batzel, City Administrator

SEAL

STATE OF MISSOURI }
 }SS.
COUNTY OF ST. CHARLES }

On this _____ day of _____, 2016, before me appeared Russell W. Batzel, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a Municipal Corporation of the State of Missouri, that the seal affixed to the foregoing instrument is the seal of said City, that said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen; and, that said City Administrator acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:

"BDY. ADJ. LOT
1A-1 AND LOT 1B"

PLAT BOOK 46, PAGE 345
Adjusted LOT 1A-1

"BDY. ADJ. LOT
1A-2 AND LOT 1B"

PLAT BOOK 47, PAGE 15
Adjusted LOT 1A-2

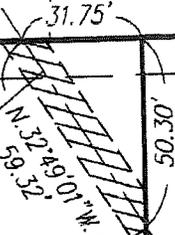
N. 89°11'19"E.

346.85' 10'W. Esmt. per

P.B. 45, Pg. 314

357.29'

⊕ Prop. 10'W. Esmt.



Exist. 10'W. Esmt.
per P.B. 47, Pg. 296

"MEMORY CARE
PLAT BOOK

- ST. PETERS"
47, PAGE 296

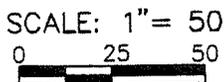
N/F
St. Peters Memory Care Realty, LLC.
Bk. 6269, Pg. 1383
(Bk. 6159, Pg. 1040)
Bk. 6269, Pg. 1386
(Bk. 6159, Pg. 1049)

N/F
Norden, et al
Bk. 1676, Pg. 1771



LOT 1

LOT 2



- S. 00°27'05"E. - 501.04'

EXHIBIT "A"

INITIAL:

PERMANENT DRAINAGE EASEMENT
PART OF LOT 1 OF
"MEMORY CARE - ST. PETERS", PB. 47, PG. 296
PT. OF FRAC. SEC. 29, T.47N., R.4E.
ST. CHARLES COUNTY, MISSOURI

"EXHIBIT B"

LAND DESCRIPTION

Permanent Drainage Easement
10 feet wide
Part of Lot 1
"Memory Care - St. Peters"
Plat Book 47, Page 296
City of St. Peters, Mo.

593 sq. ft.

August 08, 2016

A tract of land for purposes of easement delineation being part of Lot 1 of "MEMORY CARE - ST. PETERS", a subdivision, as recorded in Plat Book 47, Page 296 of the St. Charles County Office of Recorder of Deeds and being more particularly described as follows:

Commencing at a point being the point of intersection of the common line of Lot 1 and Lot 2 with the Northern line of said plat of "Memory Care - St. Peters", as all is depicted in said Plat Book 47, Page 296; thence along said common line, South 00 degrees 27 minutes 05 seconds East, a distance of 50.30 feet to a point, said point being on the centerline of the 10 feet wide permanent easement herein described, said point being also the TRUE POINT OF BEGINNING of the tract of land herein described:

Thence leaving said common line of Lot 1 and Lot 2, along the centerline of the herein described 10 feet wide permanent easement, North 32 degrees 49 minutes 01 seconds West, a distance of 59.32 feet to a point, said point being the point of intersection of the herein described centerline with the North line of the aforesaid Lot 1, said point being also the point of terminus of the herein described easement centerline and containing 593 square feet, more or less.

Permanent Water Line Easement Agreement

This instrument, made and entered into this ____ day of _____, 2016, by and between, St. Peters Memory Care Realty, LLC, a Missouri limited liability company, whose mailing address is c/o Alan R. Naul, The Javelin Group, 3899 Maple Avenue, Commonwealth Hall, Suite 300, Dallas, Texas 75219, hereinafter GRANTOR, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, its grantors and assigns, whose address is #1 St. Peters Centre Blvd., St. Peters, MO 63376. GRANTEE.

Witnesseth, that the GRANTOR, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by the said GRANTEE, the receipt and sufficiency of which is hereby acknowledged, do by these presents *Grant* unto the said GRANTEE.

A Perpetual Right and Easement, for the purpose of constructing, re-constructing, using, operating, maintaining, and adding to the number of, and patrolling water lines, including, but not limited to, conduits and other appurtenances thereto, in, on, upon, along, over, under, through and across the real estate more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein (the "Easement Area"). The GRANTEE shall have the right to survey, stake, slope, alter the existing grade of, reshape, construct, reconstruct, place, keep, operate, maintain, inspect, control, add to and relocate at will, at any time, said water lines and other appurtenances associated therewith, including, without limitation, the right of ingress and egress to and over the above described Easement Area and premises of GRANTOR adjoining the same, for all purposes herein stated; together with the right at any time and from time to time, to trim and cut down any and all brush, saplings, trees and overhanging branches, and remove same and/or any rocks or other obstructions upon, over, and under said Easement Area or any portion thereof or of said systems by any other person, association or corporation for the purposes hereinabove set out, and with the further right at any time and from time to time, to remove any or all of the said systems and appurtenances thereto located upon, over across and under said Easement Area by virtue hereof. GRANTEE covenants and agrees that after any construction or repair work done on and to the Easement Area herein granted, that it will restore the ground surface to substantially its prior condition, to the extent practicable.

GRANTOR, for itself, its successors and assigns, does hereby warrant and covenant unto GRANTEE (1) that GRANTOR is the owner of the above described Easement Area and has full

right and authority validly to grant this easement, (2) that GRANTEE may quietly enjoy the Easement Area for the purposes herein stated, and (3) that GRANTOR will not interfere with the exercise and enjoyment of the easement rights hereinabove conveyed.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

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 and assigns forever.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

GRANTEE:

CITY OF ST. PETERS MISSOURI
a Missouri municipal corporation

By: _____
Russell W. Batzel, City Administrator

SEAL

STATE OF MISSOURI }
 }SS.
COUNTY OF ST. CHARLES }

On this _____ day of _____, 2016, before me appeared, Russell W. Batzel, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a Municipal Corporation of the State of Missouri, that the seal affixed to the foregoing instrument is the seal of said City, that said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen; and, that said City Administrator acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:

"BDY. ADJ. LOT
1A-1 AND LOT 1B"

PLAT BOOK 46, PAGE 345
Adjusted LOT 1A-1

N.89°11'19"E.

"BDY. ADJ. LOT
1A-2 AND LOT 1B"

PLAT BOOK 47, PAGE 15
Adjusted LOT 1A-2

10'W. Esmt. per

P.B. 45, Pg. 314

346.85'

357.29'

Prop. 10'W. Esmt.

S.89°32'55"W.
27.04'

83.40'

501.04'

Exist. 10'W. Esmt.
per P.B. 47, Pg. 296

"MEMORY CARE
PLAT BOOK

- ST. PETERS"
47, PAGE 296

N/F

St. Peters Memory Care Realty, LLC.

Bk. 6269, Pg. 1383
(Bk. 6159, Pg. 1040)
Bk. 6269, Pg. 1386
(Bk. 6159, Pg. 1049)

N/F

Norden, et al
Bk. 1676, Pg. 1771



LOT 1

S.00°27'05"E.

LOT 2

SCALE: 1" = 50

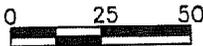


EXHIBIT "A"

INITIAL:

WATER LINE EASEMENT EXHIBIT
PART OF LOT 1 OF

"MEMORY CARE - ST. PETERS", PB. 47, PG. 296
PT. OF FRAC. SEC. 29, T.47N., R.4E.
ST. CHARLES COUNTY, MISSOURI

"EXHIBIT B"

LAND DESCRIPTION

Permanent Water Line Easement
10 feet wide
Part of Lot 1
"Memory Care - St. Peters"
Plat Book 47, Page 296
City of St. Peters, Mo.

270 sq. ft.

August 08, 2016

A tract of land for purposes of easement delineation being part of Lot 1 of "MEMORY CARE - ST. PETERS", a subdivision, as recorded in Plat Book 47, Page 296 of the St. Charles County Office of Recorder of Deeds and being more particularly described as follows:

Commencing at a point being the point of intersection of the common line of Lot 1 and Lot 2 with the Northern line of said plat of "Memory Care - St. Peters", as all is depicted in said Plat Book 47, Page 296; thence along said common line, South 00 degrees 27 minutes 05 seconds East, a distance of 83.40 feet to a point, said point being on the centerline of the 10 feet wide permanent easement herein described, said point being also the TRUE POINT OF BEGINNING of the tract of land herein described:

Thence leaving said common line of Lot 1 and Lot 2, along the centerline of the herein described 10 feet wide permanent easement, South 89 degrees 32 minutes 55 seconds West, a distance of 27.04 feet to a point, said point being the point of terminus of said easement and containing 270 square feet, more or less.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR A PERMANENT WATER LINE EASEMENT FOR THE ST PETERS MEMORY CARE PROJECT (ST. PETER'S SENIOR CARE, LLC)

WHEREAS, it is in the best interest of the inhabitants of the City of St. Peters, Missouri, that easements be acquired for improvements to and maintenance of the City's water line system; and

WHEREAS, the improvements to said water line system necessitates obtaining a Permanent Water Line Easement from St. Peter's Senior Care, LLC.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. The City does hereby accept and agrees to said Permanent Water Line Easement, and the City Administrator of the City of St. Peters, Missouri, be and is hereby authorized to execute on behalf of the City of St. Peters, Missouri, a Permanent Water Line Easement, in substantially the form attached hereto and made a part hereof, with St. Peter's Senior Care, LLC, for the St. Peters Memory Care Project.

SECTION 2. The City Clerk is hereby directed to cause said Permanent Water Line Easement to be recorded in the office of the St. Charles County, Missouri Recorder of Deeds Office.

SECTION 3. Savings Clause

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability Clause

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a

subsequent change in applicable law so that the provision, which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 5. This Ordinance shall take effect and be in force from and after its passage by the Board of Aldermen and its approval by the Mayor of the City of St. Peters, Missouri.

Read two times, passed, and approved this 8th day of September, 2016.

Len Pagano, Mayor of St Peters

Attest: _____
Patricia E. Smith, City Clerk

Approved this 8th day of September, 2016.

Len Pagano, Mayor of St Peters

Attest: _____
Patricia E. Smith, City Clerk

Permanent Water Line Easement Agreement

This instrument, made and entered into this ____ day of _____, 2016, by and between, St. Peter's Senior Care, LLC, a Missouri limited liability company, whose mailing address is c/o Alan R. Naul, The Javelin Group, 3899 Maple Avenue, Commonwealth Hall, Suite 300, Dallas, Texas 75219, hereinafter GRANTOR, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, its grantors and assigns, whose address is #1 St. Peters Centre Blvd., St. Peters, MO 63376, GRANTEE.

Witnesseth, that the GRANTOR, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by the said GRANTEE, the receipt and sufficiency of which is hereby acknowledged, do by these presents *Grant* unto the said GRANTEE.

A Perpetual Right and Easement, for the purpose of constructing, re-constructing, using, operating, maintaining, and adding to the number of, and patrolling water lines, including, but not limited to, conduits and other appurtenances thereto, in, on, upon, along, over, under, through and across the real estate more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein (the "Easement Area"). The GRANTEE shall have the right to survey, stake, slope, alter the existing grade of, reshape, construct, reconstruct, place, keep, operate, maintain, inspect, control, add to and relocate at will, at any time, said water lines and other appurtenances associated therewith, including, without limitation, the right of ingress and egress to and over the above described Easement Area and premises of GRANTOR adjoining the same, for all purposes herein stated; together with the right at any time and from time to time, to trim and cut down any and all brush, saplings, trees and overhanging branches, and remove same and/or any rocks or other obstructions upon, over, and under said Easement Area or any portion thereof or of said systems by any other person, association or corporation for the purposes hereinabove set out, and with the further right at any time and from time to time, to remove any or all of the said systems and appurtenances thereto located upon, over across and under said Easement Area by virtue hereof. GRANTEE covenants and agrees that after any construction or repair work done on and to the Easement Area herein granted, that it will restore the ground surface to substantially its prior condition, to the extent practicable.

GRANTOR, for itself, its successors and assigns, does hereby warrant and covenant unto GRANTEE (1) that GRANTOR is the owner of the above described Easement Area and has full

right and authority validly to grant this easement, (2) that GRANTEE may quietly enjoy the Easement Area for the purposes herein stated, and (3) that GRANTOR will not interfere with the exercise and enjoyment of the easement rights hereinabove conveyed.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

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 and assigns forever.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

GRANTEE:

CITY OF ST. PETERS MISSOURI
a Missouri municipal corporation

By: _____
Russell W. Batzel, City Administrator

SEAL

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

On this _____ day of _____, 2016, before me appeared, Russell W. Batzel, who being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, Missouri, a Municipal Corporation of the State of Missouri, that the seal affixed to the foregoing instrument is the seal of said City, that said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen; and, that said City Administrator acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:

#BDY. ADJ. LOT 1A-1 AND LOT 1B OF
ST. PETERS CORPORATE CENTRE 3rd

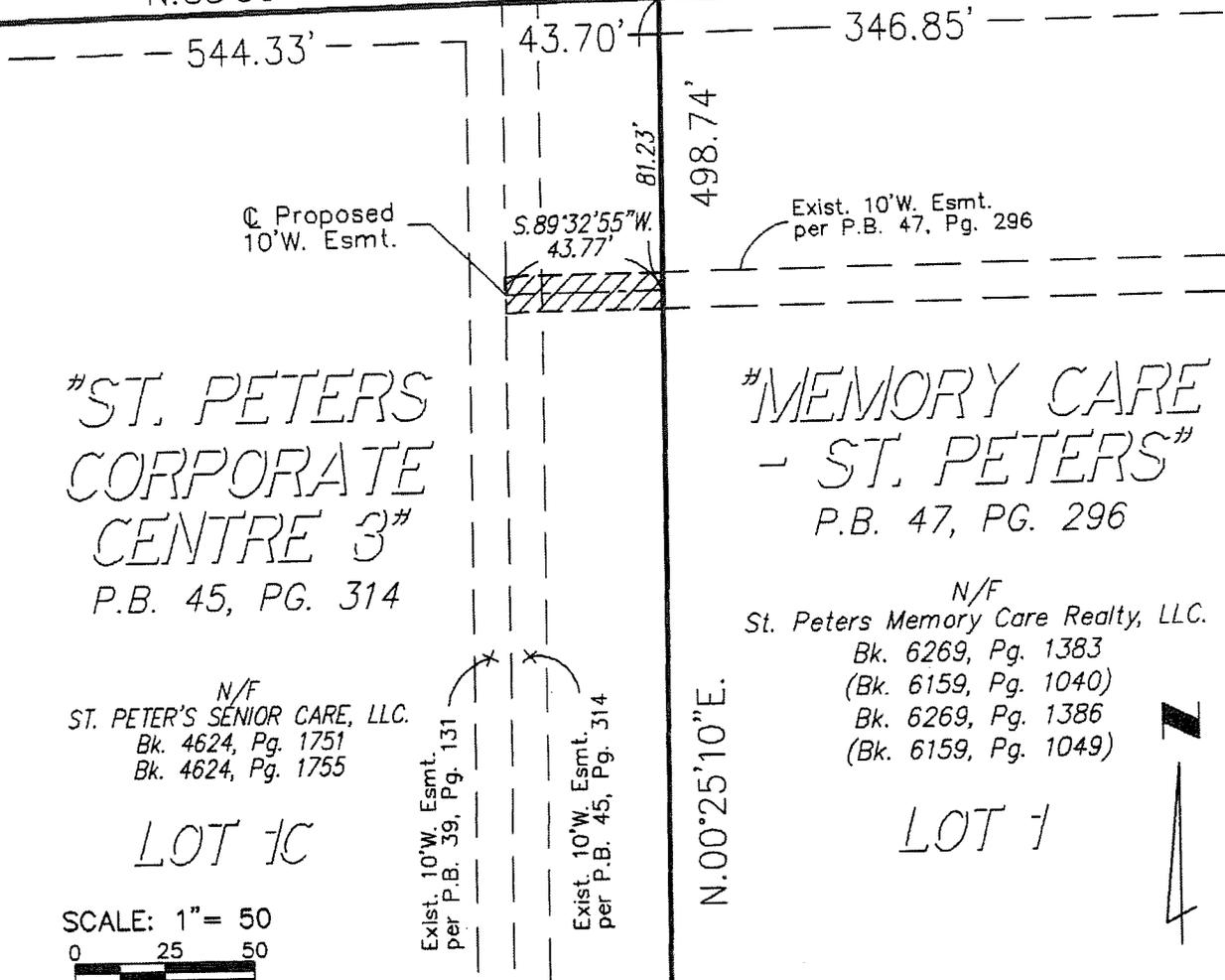
PLAT BOOK 46, PAGE 345

Adjusted LOT 1B

Adjusted LOT 1A-1

N.88°55'07"E.

N.89°11'19"E.



N/F
ST. PETER'S SENIOR CARE, LLC.
Bk. 4624, Pg. 1751
Bk. 4624, Pg. 1755

LOT 1C

SCALE: 1" = 50
0 25 50

N/F
St. Peters Memory Care Realty, LLC.
Bk. 6269, Pg. 1383
(Bk. 6159, Pg. 1040)
Bk. 6269, Pg. 1386
(Bk. 6159, Pg. 1049)

LOT 1



EXHIBIT "A"

INITIAL:

WATER LINE EASEMENT EXHIBIT
PART OF LOT 1C OF
"ST. PETERS CORPORATE CENTRE 3rd", PB. 45, PG. 314
PT. OF FRAC. SEC. 29, T.47N., R.4E.
ST. CHARLES COUNTY, MISSOURI

"EXHIBIT B"

LAND DESCRIPTION

Permanent Water Line Easement
10 feet wide
Part of Lot 1C
"St. Peters Corporate Centre 3"
Plat Book 45, Page 314
City of St. Peters, Mo.

438 sq. ft.

August 08, 2016

A tract of land for purposes of easement delineation being part of Lot 1C of "ST. PETERS CORPORATE CENTRE 3", a subdivision, as recorded in Plat Book 45, Page 314 of the St. Charles County Office of Recorder of Deeds and being more particularly described as follows:

Commencing at a point being the point of intersection of the common line of Lot 1C of said St. Peters Corporate Centre 3 and Lot 1 of "MEMORY CARE - ST. PETERS", a subdivision, as recorded in Plat Book 47, Page 296, with the Northern line of said Lot 1C of the plat of St. Peters Corporate Centre 3, as per said Plat Book 45, Page 314; thence along said common line, South 00 degrees 25 minutes 10 seconds West, a distance of 81.23 feet to a point, said point being on the centerline of the 10 feet wide permanent easement herein described, said point being also the TRUE POINT OF BEGINNING of the tract of land herein described:

Thence leaving said common line of Lot 1C and Lot 1, along the centerline of the herein described 10 feet wide permanent easement, South 89 degrees 32 minutes 55 seconds West, a distance of 43.77 feet to a point, said point being the point of terminus of said easement and containing 438 square feet, more or less.

ORDINANCE NO.

AN ORDINANCE ACCEPTING FOR MAINTENANCE THE DEDICATION OF A CERTAIN TRAFFIC SIGNAL AND APPURTENANCES, PAVEMENT WIDENING ON MID RIVERS MALL DRIVE AND SIDEWALK, CERTAIN WATER DISTRIBUTION LINES, SANITARY SEWER LINES AND STORM SEWER LINES IN AND CONNECTED WITH THE MCKELVEY MARKETPLACE PLAT (CROSS4 MO-2, LLC)

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI AS FOLLOWS:

SECTION 1. The City of St. Peters, Missouri does hereby accept for maintenance as part of the public traffic signal system of the City of St. Peters, Missouri, a certain traffic signal and appurtenances located in and connected with the McKelvey Marketplace Plat a subdivision filed for record in Plat Book 48, Page 160 and Permanent Utility Easements recorded in Deed Book 6401 Pages 1675-1683 (Smotherman) and Deed Book 6401, Pages 1684-1690 (Developmental Learning Center, Inc.) as filed in the office of the Recorder of Deeds of St. Charles County, Missouri. Said traffic signal and all associated appurtenances being designated as follows:

Located on Mid Rivers Mall Drive at St. Peters Howell Road

SECTION 2. The City of St. Peters, Missouri does hereby also accept for maintenance as part of the roadway and sidewalk system of the City of St. Peters, Missouri, the roadway widening and sidewalk constructed within the Mid Rivers Mall Drive right-of-way adjacent to the McKelvey Marketplace Development.

SECTION 3. The City of St. Peters, Missouri does hereby accept for maintenance, as part of the water distribution system of the City of St. Peters, Missouri, certain water distribution lines in and connected with the McKelvey Marketplace Development so constructed within either the street rights-of-way or utility easements located within said tract of land in St. Charles County, Missouri, as identified in the Instrument of Dedication of Improvements in substantially the form attached hereto, marked as Exhibit "A", and made a part hereof, to wit:

Approximately 1037 lineal feet of 8" PVC/DI beginning at the north property line of McKelvey Marketplace running south within the Mid Rivers Mall Drive right-of-way to a point opposite St. Peters Howell Road where it takes two 45 degree bends and runs west, parallel to the north side of the private road serving McKelvey Marketplace and terminating at the west property line of the McKelvey Marketplace development.

SECTION 4. The City of St. Peters, Missouri does hereby accept for maintenance, as part of the sanitary sewer system of the City of St. Peters, Missouri, certain sanitary sewer lines so constructed in and connected with the McKelvey Marketplace development located in St. Charles County, Missouri, as identified in the Instrument of Dedication of Improvements in substantially the form attached hereto, marked as Exhibit “A”, and made a part hereof, to wit:

Sanitary sewer lines described as follows:

203 Lineal Feet of Eight inch (8”) PVC SDR35 beginning at sanitary sewer structure #7069MH608 to, and including, sanitary sewer structure #7069MH609

203 Lineal Feet of Eight inch (8”) PVC SDR35 beginning at sanitary sewer structure #7069MG609 to, and including, sanitary sewer structure #7069MH610

280 Lineal Feet of Eight inch (8”) PVC SDR35 beginning at sanitary sewer structure #7069MH610, to and including, sanitary sewer structure #7069MH611

29 Lineal Feet of Eight inch (8”) PVC SDR35 beginning at sanitary sewer structure #7069MH611 to, and including, sanitary sewer structure #7069MH612

160 Lineal Feet of Eight inch (8”) PVC SDR35 beginning at sanitary sewer structure #7069MH612 to, and including, sanitary sewer structure #7069MH612

SECTION 5. The City of St. Peters, Missouri does hereby accept for maintenance, as part of the storm sewer system of the City of St. Peters, Missouri, certain storm sewer lines so constructed in and connected with the McKelvey Marketplace development located in St. Charles County, Missouri, as identified in the Instrument of Dedication of Improvements in substantially the form attached hereto, marked as Exhibit “A”, and made a part hereof, to wit:

Storm sewer lines described as follows:

43 Lineal Feet of Eighteen inch (18”) RCP beginning at existing storm sewer structure #7069AI130 to, and including, storm sewer structure #7069SWM523

42 Lineal Feet of Eighteen inch (18”) RCP beginning at storm sewer structure #7069SWM523 towards, but not including, storm sewer structure #7069WQM522

SECTION 6. That the traffic signal and appurtenances and pavement widening and sidewalk constructed within either the street rights-of-way or utility easements of the subdivision identified in Sections 1 and 2 of this Ordinance, shall from and after the full execution of an Instrument of Dedication of Improvements, in substantially the form attached hereto and made a part hereof, are hereby dedicated to the City of St. Peters, Missouri, and shall become part of the

public traffic signal system and roadway and sidewalk system of said City in perpetuity. CROSS4 MO-2, LLC shall thereafter be relieved from further obligation with respect to the maintenance of said traffic signal and appurtenances and pavement widening and sidewalk, except as may be contained within the executed Escrow Agreement Guaranteeing Improvement on file with the City.

SECTION 7. That the water distribution lines constructed within the street rights-of-way or utility easements of the subdivision identified in Section 3 of this Ordinance, shall from and after the full execution of an Instrument of Dedication of Improvements, in substantially the form attached hereto, are hereby dedicated to the City of St. Peters, Missouri, and shall become part of the water distribution lines of the said City in perpetuity. CROSS4 MO-2, LLC, shall thereafter be relieved from further obligation with respect to the maintenance of said water distribution lines except as may be contained within the execute Escrow Agreement Guaranteeing Improvement on file with the City.

SECTION 8. That the sanitary sewer lines constructed within either the street rights-of-way or utility easements of the subdivision identified in Section 4 of this Ordinance, shall from and after the full execution of an Instrument of Dedication of Improvements, in substantially the form attached hereto and made a part hereof, are hereby dedicated to the City of St. Peters, Missouri, and shall become part of the sanitary sewer system of said City in perpetuity. CROSS4 MO-2, LLC shall thereafter be relieved from further obligation with respect to the maintenance of said sanitary sewer lines except as may be contained within the executed Escrow Agreement Guaranteeing Improvement on file with the City.

SECTION 9. That the storm sewer lines constructed within either the street rights-of-way or utility easements of the subdivision identified in Section 5 of this Ordinance, shall from and after the full execution of an Instrument of Dedication of Improvements, in substantially the form attached hereto and made a part hereof, are hereby dedicated to the City of St. Peters, Missouri, and shall become part of the storm sewer system of said City in perpetuity. CROSS4 MO-2, LLC shall thereafter be relieved from further obligation with respect to the maintenance of said storm sewer lines except as may be contained within the executed Escrow Agreement Guaranteeing Improvement on file with the City.

SECTION 10. The Mayor of the City of St. Peters, Missouri, be and is hereby authorized to execute said Instrument of Dedication of Improvements which is by and between CROSS4 MO-2, LLC and the City of St. Peters, Missouri, and the Clerk of the City of St. Peters, Missouri is hereby authorized to affix the seal of the City to said Instrument of Dedication of Improvements and directed to cause said document to be recorded in the office of the Recorder of Deeds of St. Charles County, Missouri.

SECTION 11. Savings Clause.

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements

thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 12. Severability Clause.

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 8. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 8th day of September, 2016.

As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Approved this 8th day of September, 2016.

Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Exhibit A

INSTRUMENT OF DEDICATION OF IMPROVEMENTS

THIS INSTRUMENT is made and entered this ____ day of _____, 2016, by and between CROSS4 MO-2, LLC (GRANTOR), a Missouri limited liability company, whose mailing address is 4735 Central Street, Kansas City, Missouri 64112, and the City of St. Peters (GRANTEE), Missouri, a municipal corporation, whose address is One St. Peters Centre Boulevard, St. Peters, Missouri 63376.

WHEREAS, CROSS4 MO-2, LLC has constructed improvements to include a traffic signal and associated appurtenances, pavement widening, sidewalk, water lines, sanitary sewer and a storm sewer system in and connected with the McKelvey Marketplace Plat which was recorded on July 6, 2015, in Plat Book 48, Page 160 in the office of the St. Charles County Recorder of Deeds, and Permanent Utility Easements recorded August 7, 2015 in Deed Book 6401, pages 1675-1683 (Smotherman) and Deed Book 6401, pages 1684-1690 (Developmental Learning Center, Inc.) at the St. Charles County Recorder of Deeds. Said improvements and systems have been constructed according to the City of St. Peters standards for same, and said improvements and systems have been located in public roadway right-of-way or easements; and

WHEREAS, CROSS4 MO-2, LLC intends that the traffic signal and associated appurtenances, pavement widening on Mid Rivers Mall Drive, and sidewalk, along with certain waterlines, sanitary sewer and storm sewers constructed either within public roadway right-of-way or utility easements as part of the McKelvey Marketplace development, become part of the public traffic signal system, roadway and sidewalk systems, water distribution system, sanitary sewer system and the storm sewer system of the City of St. Peters, Missouri; and

NOW THEREFORE, CROSS4 MO-2, LLC does hereby dedicate said traffic signal and all associated appurtenances to wit:

Located on Mid Rivers Mall Drive at St. Peters Howell Road

to become and hereafter to perpetually remain part of the public traffic signal system of the City of St. Peters, Missouri; and

WHEREAS, CROSS4 MO-2, LLC, does hereby dedicate the roadway widening and sidewalk constructed within the Mid Rivers Mall Drive right-of-way to become and hereafter to perpetually remain part of the roadway and sidewalk systems of the City of St. Peters, Missouri; and

WHEREAS, CROSS4 MO-2, LLC, being the owner of all the water lines located and

connected with the McKelvey Marketplace development, does hereby dedicate certain water lines and associated valves connected with the McKelvey Marketplace development and located within either the right-of-way of Mid Rivers Mall Drive or utility easements reflected on said McKelvey Marketplace plat to wit:

Approximately 1037 lineal feet of 8" C-900 PVC/DI beginning at the north property line of McKelvey Marketplace running south within the Mid Rivers Mall Drive right-of-way to a point opposite St. Peters Howell Road where it takes two 45 degree bends and runs west, parallel to the north side of the private road serving McKelvey Marketplace and terminating at the west property line of the McKelvey Marketplace development

to become and hereafter to perpetually remain part of the water distribution system of the City of St. Peters, Missouri; and

WHEREAS, CROSS4 MO-2, LLC, being the owner of all the sanitary sewer lines located within and connected with the McKelvey Marketplace development, does hereby dedicate certain sanitary sewer lines connected with the McKelvey Marketplace development and located within easements reflected on said McKelvey Marketplace plat to wit:

203 Lineal Feet of Eight inch (8") PVC SDR35 beginning at sanitary sewer structure #7069MH608 to, and including, sanitary sewer structure #7069MH609

203 Lineal Feet of Eight inch (8") PVC SDR35 beginning at sanitary sewer structure #7069MH609 to, and including, sanitary sewer structure #7069MH610

280 Lineal Feet of Eight inch (8") PVC SDR35 beginning at sanitary sewer structure #7069MH610 to, and including, sanitary sewer structure #7069MH611

29 Lineal Feet of Eight inch (8") PVC SDR35 beginning at sanitary sewer structure #7069MH611 to, and including, sanitary sewer structure #7069MH612

160 Lineal Feet of Eight inch (8") PVC SDR35 beginning at sanitary sewer structure #7069MH612 to, and including, sanitary sewer structure #7069MH267

to the City of St. Peters, Missouri, and the same shall become a part of the sanitary sewer system of said City in perpetuity; and

WHEREAS, CROSS4 MO-2, LLC, being the owner of all the storm sewer lines located within and connected with the McKelvey Marketplace development, does hereby dedicate certain storm sewer lines connected with the McKelvey Marketplace development and located within easements reflected on said McKelvey Marketplace plat to wit:

43 Lineal Feet of Eighteen inch (18") RCP beginning at existing storm sewer structure #7069AI130 to, and including, storm sewer structure #7069SWM523

42 Lineal Feet of Eighteen inch (18") RCP beginning at storm sewer structure #7069SWM523 towards, but not including, storm sewer structure #7069WQM522 to the City of St. Peters, Missouri, and the same shall become a part of the storm sewer system of said City in perpetuity.

The City of St. Peters, Missouri does hereby accept the aforesaid traffic signal and associated appurtenances, roadway and sidewalks, certain waterlines, certain sanitary sewer lines and certain storm sewer lines as a part of the public traffic signal system, roadway and sidewalk systems, water distribution system, sanitary sewer system and storm sewer system of the City of St. Peters in perpetuity.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

GRANTOR:

CROSS4 MO-2, LLC
a Missouri limited liability company

By: [Signature]

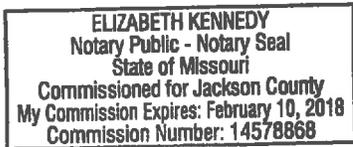
Printed Name: Hunter Harris

Title: Manager

STATE OF MISSOURI)
COUNTY OF JACKSON) SS.

On this 24 day of August, 2016, before me, ELIZABETH KENNEDY
a Notary Public in and for said state, personally appeared Hunter Harris
Manager of CROSS4 MO-2, LLC, known to me to be the person who executed the
within INSTRUMENT OF DEDICATION OF IMPROVEMENTS in behalf of said limited
liability company and acknowledged to me that he executed the same for the purposes therein
stated.

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 Elizabeth Kennedy

My Term Expires: Feb. 10, 2018

GRANTEE:

CITY OF ST. PETERS, MISSOURI
a Missouri municipal corporation

By: _____
Len Pagano, Mayor

STATE OF MISSOURI }
)ss.
COUNTY OF ST. CHARLES }

On this _____ day of _____, 2016, before me appeared, Len Pagano, who being by me duly sworn, did say that he is the Mayor of the City of St. Peters, Missouri, a municipal corporation of the State of 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 Board of Aldermen; and that said Mayor 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 aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

ORDINANCE NO.

AN ORDINANCE ACCEPTING FOR MAINTENANCE THE DEDICATION OF A CERTAIN TRAFFIC SIGNAL AND APPURTENANCES, PAVEMENT WIDENING AND SIDEWALKS IN AND CONNECTED WITH THE SPENCER CREEK SHOPPING CENTER PLAT (CROSS4 MO-1, LLC)

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI AS FOLLOWS:

SECTION 1. The City of St. Peters, Missouri does hereby accept for maintenance as part of the public traffic signal system of the City of St. Peters, Missouri, a certain traffic signal and appurtenances located in and connected with the Spencer Creek Shopping Center Plat a subdivision filed for record in Plat Book 48, Page 160 and within a Permanent Roadway Maintenance and Utility Easement recorded in Deed Book 6401 Pages 1691-1696 (Sandra K. Farrell Trust) as filed in the office of the Recorder of Deeds of St. Charles County, Missouri. Said traffic signal and all associated appurtenances being designated as follows:

Located on the northwest corner of Jungermann Road and Sutters Mill Road

SECTION 2. The City of St. Peters, Missouri does hereby also accept for maintenance as part of the roadway and sidewalk system of the City of St. Peters, Missouri, the roadway widening and sidewalks constructed within the Sutters Mill Road and Jungermann Road rights-of-way and/or easements.

SECTION 3. That the traffic signal and appurtenances and pavement widening and sidewalks constructed within either the street rights-of-way or utility easements of the subdivision identified in Sections 1 and 2 of this Ordinance, shall from and after the full execution of an Instrument of Dedication of Improvements, in substantially the form attached hereto and made a part hereof, are hereby dedicated to the City of St. Peters, Missouri, and shall become part of the public traffic signal system and roadway and sidewalk system of said City in perpetuity. CROSS4 MO-1, LLC shall thereafter be relieved from further obligation with respect to the maintenance of said traffic signal and appurtenances and pavement widening and sidewalk, except as may be contained within the executed Escrow Agreement Guaranteeing Improvement on file with the City.

SECTION 4. Savings Clause.

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 5. Severability Clause.

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 6. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 8th day of September, 2016.

As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Approved this 8th day of September, 2016.

Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

INSTRUMENT OF DEDICATION OF IMPROVEMENTS

THIS INSTRUMENT is made and entered this ____ day of _____, 2016, by and between CROSS4 MO-1, LLC (GRANTOR), a Missouri limited liability company, whose mailing address is 4735 Central Street, Kansas City, Missouri 64112, and the City of St. Peters (GRANTEE), Missouri, a municipal corporation, whose address is One St. Peters Centre Boulevard, St. Peters, Missouri 63376.

WHEREAS, CROSS4 MO-1, LLC has constructed improvements to include a traffic signal and associated appurtenances, pavement widening, and sidewalk in and connected with the Spencer Creek Shopping Center Plat which was recorded on July 6, 2015, in Plat Book 48, Page 160 in the office of the St. Charles County Recorder of Deeds, and within a Permanent Roadway Maintenance and Utility Easement recorded in Deed Book 6401, pages 1691-1696 (Sandra K. Farrell Trust). Said improvements and systems have been constructed according to the City of St. Peters standards for same, and said improvements and systems have been located in public roadway right-of-way or easements; and

WHEREAS, CROSS4 MO-1, LLC intends that the traffic signal and associated appurtenances, pavement widening and sidewalk constructed either within public roadway right-of-way or utility easements as part of the Spencer Creek Shopping Center development, become part of the public traffic signal system, roadway and sidewalk systems of the City of St. Peters, Missouri; and

NOW THEREFORE, CROSS4 MO-1, LLC does hereby dedicate said traffic signal and all associated appurtenances to wit:

Located on the northwest corner of Jungermann Road and Sutters Mill Road

to become and hereafter to perpetually remain part of the public traffic signal system of the City of St. Peters, Missouri; and

WHEREAS, CROSS4 MO-1, LLC, does hereby dedicate the roadway widening and sidewalks constructed within the Sutters Mill Road and Jungermann Road rights-of-way and/or easements to become and hereafter to perpetually remain part of the roadway and sidewalk systems of the City of St. Peters, Missouri; and

The City of St. Peters, Missouri does hereby accept the aforesaid traffic signal and associated appurtenances, and roadway widening and sidewalks as a part of the public traffic signal

system, and roadway and sidewalk systems of the City of St. Peters in perpetuity.

GRANTOR:

CROSS4 MO-1, LLC
a Missouri limited liability company

By: [Signature]

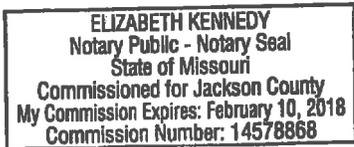
Printed Name: Hunter Harris

Title: Manager

STATE OF MISSOURI)
COUNTY OF JACKSON) SS.

On this 24 day of August, 2016, before me, Elizabeth Kennedy, a Notary Public in and for said state, personally appeared Hunter Harris, Manager of CROSS4 RETAIL DEVELOPMENT, LLC, known to me to be the person who executed the within INSTRUMENT OF DEDICATION OF IMPROVEMENTS in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

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 Elizabeth Kennedy

My Term Expires: Feb 10, 2018

GRANTEE:

CITY OF ST. PETERS, MISSOURI
a Missouri municipal corporation

By: _____
Len Pagano, Mayor

STATE OF MISSOURI }
)ss.
COUNTY OF ST. CHARLES }

On this _____ day of _____, 2016, before me appeared, Len Pagano, who being by me duly sworn, did say that he is the Mayor of the City of St. Peters, Missouri, a municipal corporation of the State of 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 Board of Aldermen; and that said Mayor 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 aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO EXECUTE A CONTRACT AGREEMENT WITH KCI CONSTRUCTION COMPANY FOR CONSTRUCTION OF THE STORM WATER PUMP STATION NO. 3 REPLACEMENT PROJECT

WHEREAS, the City of St. Peters owns, as a public utility, a storm sewer system operated for the general health, safety and welfare of the community; and

WHEREAS, it is in the best interest of the inhabitants of the City of St. Peters to facilitate storm water flow within the corporate limits; and

WHEREAS, the City solicited bids for the Storm Water Pump Station No. 3 Replacement Project; and

WHEREAS, bid proposals were received from two (2) qualified bidders on August 18, 2016; and

WHEREAS, it is recommended that the bid be awarded to KCI Construction Company for construction of the Storm Water Pump Station No. 3 Replacement Project.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to execute a contract agreement with KCI Construction Company in the initial amount of \$2,540,000.00 for the construction of the Storm Water Pump Station No. 3 Replacement Project. Upon approval of the City Administrator, the initial contract amount shall be adjusted as necessary based on the final measured quantities.

SECTION 2. The City Administrator be and he is hereby authorized to negotiate, execute and administer said contract on behalf of the City of St. Peters.

SECTION 3. The Project approved by this Ordinance is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration

("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be complete within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation. Non-compliance with this ordinance will be investigated and adjudicated by the Department of Labor and Industrial Relations pursuant to RSMo 292.675.

SECTION 4. Savings Clause. Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 5. Severability Clause. If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid, is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 6. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two (2) times, passed and approved this 8th day of September, 2016.

As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Approved this 8th day of September, 2016.

Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

Draft