



CITY OF ST. PETERS BOARD OF ALDERMEN

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

October 27, 2016 - 6:00 P.M.

- A. Call to Order, Mayor Len Pagano
- B. Roll Call
- C. Opening Ceremonies
 - 1. Invocation
 - 2. Pledge of Allegiance
 - 3. Proclamation: No Hunger Holiday, November 22, 2016
 - 4. Proclamation: Plumbers & Pipefitters Local 562 – 30th Anniversary Heat's On Program
 - 5. Presentation: Show Me PACE; Jan Schumacher & Josh Campbell
 - 6. Presentation: Central County Fire Chief Dan Aubuchon
- D. Approval of Minutes: The [Board of Aldermen Work Session meeting of October 13, 2016](#); and the [Regular Board of Aldermen meeting of October 13, 2016](#).
- E. Reports of Officers, Boards and Commissions
 - 1. Mayoral Report of Appointments to Boards and Commissions
 - a. [Appointment to the Veterans Memorial Commission](#)
 - 2. City Administrator's Report:
 - 3. Report of Director, Planning, Community and Economic Development: None
 - 4. St. Peters Business Spotlight: None
- F. Open Forum
 - 1. Citizens Petitions and Comments

2. Communications from the Elected Officials
 3. Announcements
- G. Public Hearings: None
- H. Unfinished Business Items: None
- I. New Business Items:
1. **Bill No. 16-198: Bill** authorizing the City Administrator of the City of St. Peters, Missouri, to enter into agreements providing for either Temporary Construction Easements or for both Temporary Construction Easements and Permanent Drainage Easements with various property owners for the Country Hill Estates, Shining Rock, Rachels Trail, and Forest Grove Court Stormwater Project – P-24
 2. **Bill No. 16-199: Bill** accepting for maintenance the Dedication of Certain Sections of Sidewalk and Certain Water Distribution Lines in and or connected with the Resubdivision of Lots 2 and 14 of Jungermann Subdivision Plat (Country Club Carwash and Mobil on the Run Development)
- 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: October 24, 2016 at 9:00 a.m.
By: P. Smith, City Clerk

Next Regular Board of Aldermen Meeting: November 10, 2016



CITY OF ST. PETERS BOARD OF ALDERMEN
WORK SESSION MINUTES
October 13, 2016

BOARD OF ALDERMEN ITEMS FOR DISCUSSION

The Work Session was called to order at approximately 5:00 p.m. on Thursday, October 13, 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; Alderman Shea; Alderman Thomas; Board President Reitmeyer; Alderman Violet; Russ Batzel, City Administrator; Special Counsel Randy Weber; Jeff Finkelstein, Chief of Police; Cathy Pratt, Staff Support Services Manager; Burt Benesek, Transportation and Development Services Manager; Bill Malach, Water Environment Services Manager; Rick Oloteo, Recreation and Cultural Services Manager; Jeff Hutsler, Parks and Golf Services Manager; Dave Kuppler, Health and Environmental Services Manager; Patty Smith, City Clerk.

COMMUNICATIONS FROM BOARD MEMBERS/ALDERMANIC REPRESENTATIVES

Committee reports were given during this time.

BOARD OF ALDERMEN ITEMS FOR DISCUSSION

UNFINISHED BUSINESS ITEMS

MULTI-WAY STOP SIGN INSTALL/EHLMANN ROAD AND SHADY SPRINGS INTERSECTION (CONTINUED FROM 9-22-16) – VIOLET/SHEA

Alderman Violet began discussion, recounting concerns received with the Ehlmann Road and Shady Springs intersection; and Mr. Benesek provided background of this item and the temporary sign installation process previously discussed and directed by the Board of Aldermen at the September 22, 2016 Work Session. He reported that as of today, 20 comments were received via the City's concern system; 11 were opposed and 9 were in support of the multi-way stop. Summarizing the majority of the comments, citizens did not see a need for the multi-way stop. Alderman Violet added that the few comments she received were mixed and Alderman Shea advised the majority of comments he received were opposed; which he recommended removing the temporary multi-way stop signs for now and re-addressing in another year. Alderman Violet was in agreement. Mr. Benesek confirmed the policy stating that if such action fails to create the multi-way stop, another request may be submitted for consideration after twelve (12) months. Mr. Batzel explained that this is item I-04 on tonight's Board meeting agenda for consideration, and should the Board desire to follow the unwarranted policy, tabling the business item indefinitely would be appropriate. **This is business item I-04 on this evening's Board of Aldermen meeting agenda for consideration.**

NEW BUSINESS ITEMS

Alderman Thomas moved and Alderman Violet seconded the motion to remove this item for discussion. The motion passed with one opposition vote from Alderman Hollingsworth.

DISCUSSION/CITYWIDE SMOKING BAN INSIDE PUBLIC PLACES – AYLES

Alderman Ayles explained that the City of O'Fallon's code prohibits smoking in enclosed public places and he would like to open discussion for the Board's opinion and input of this topic. Discussion ensued on the City's current code regarding the Prohibition of Smoking in City Properties; no smoking in City parks and at celebrate St. Peters; 25 foot setback from city buildings; private industry's capability of making their own choices; possible support of a County wide ban of smoking in restaurants; engage the Health & Wellness Advisory Committee with this topic; educate the public. The consensus was for Alderman Thomas, Aldermanic Liaison to the Health & Wellness Committee, to take this topic to the Committee for further review and input before returning to the Board of Aldermen. **This item will come back at an undetermined future meeting for further discussion.**

MAYOR/CITY ADMINISTRATOR ITEM

UNFINISHED BUSINESS ITEMS

Alderman Hollingsworth moved and Alderman Shea seconded the motion to remove Discussion/Chapter 105 Elections (Continued from 9-22-16) from the table for discussion. The motion was approved.

DISCUSSION/CHAPTER 105 ELECTIONS (CONTINUED FROM 9-22-16) – MAYOR

Mayor Pagano requested to table this item indefinitely. Alderman Hollingsworth moved and Alderman Bateman seconded the motion to table this item indefinitely. All in favor, the motion was approved.

NEW BUSINESS ITEMS

Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to remove Draft Resolution/Public Improvement Project to Mid Rivers Mall from the agenda for discussion. The motion was approved.

DRAFT RESOLUTION/PUBLIC IMPROVEMENT PROJECT TO MID RIVERS MALL – PRATT

Ms. Pratt informed the Board of Aldermen that the Suemandy/Mid-Rivers Community Improvement District (Mid-Rivers Mall) would like to make public improvements at Mid Rivers Mall including but not limited to the following projects: parking lot improvements, entrance improvements and the installation of public art. These improvements will be financed through bonds issued by the St. Charles County Industrial Development Authority, who requires support of the project by the municipality in the form of a Resolution. No

questions or discussion was held. **This is business item I-15 on this evening's Board of Aldermen meeting agenda for consideration.**

MISCELLANEOUS UPDATES – BATZEL

Lisa Bedian gave a summary update on 2016 Celebrate St. Peters event and answered questions from the Aldermen.

Alderman Hollingsworth left the meeting in progress at approximately 5:58 p.m.
Alderman Hollingsworth returned to the meeting in progress at approximately 6:00 p.m.

BOARD MEETING AGENDA ITEM REVISIONS – BATZEL

Mr. Batzel informed the Board of Aldermen that Unfinished Business Item H-1 on this evening's Regular meeting agenda has a date which is now past. In Section No. 1, A. and Section No. 3, the effective date is October 1, 2016 and should be amended on the floor during the readings of the Bill to a future effective date.

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

Alderman Barclay moved and Alderman Thomas seconded the motion to enter Executive Session re: Litigation, Real Estate and Personnel, pursuant to Section 610.021(1)(2)(3)(9)(12)(13)(14) & 610.022 (1-6) and then adjourn the Work Session meeting from the Executive Session. With the motion approved, the Board of Aldermen entered Executive Session at approximately 6:01 p.m. Roll Call was taken as follows: President of the Board of Aldermen, Alderman Reitmeyer: yes; Alderman Hollingsworth: yes; Alderman Thomas: yes; Alderman Bateman: yes; Alderman Violet: yes; Alderman Shea: yes; Alderman Barclay: yes; Alderman Aytes: yes.

ADJOURNMENT OF THE EXECUTIVE SESSION AND THE WORK SESSION

Alderman Thomas moved and Alderman Barclay seconded the motion to adjourn the Executive Session and the Work Session meetings. The motion carried and the Executive Session and the Work Session was adjourned at approximately 6:10 p.m. with roll call shown as follows: President of the Board of Aldermen, Alderman Reitmeyer, yes; Alderman Bateman, yes; Alderman Hollingsworth, yes; Alderman Thomas, yes; Alderman Barclay, yes; Alderman Violet, absent; Alderman Shea, yes; Alderman Aytes, yes.

Submitted by,

Patricia E. Smith
City Clerk



CITY OF ST. PETERS CITY HALL
BOARD OF ALDERMEN MINUTES
OCTOBER 13, 2016

CALL TO ORDER

Mayor Pagano called the Board of Aldermen meeting to order at approximately 7:00 p.m. on October 13, 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 Scout Pack 961.

RECOGNITION: ELIZABETH "BETTY" GONZALES

Alderman Bateman read the Certificate of Recognition to Elizabeth "Betty" Gonzales regarding all of her accomplishments, including being elected as the first woman Commander of the Department of Missouri during the Department Convention held in Kansas City, Missouri July 10-13, 2016. Mayor Pagano and the entire Board of Aldermen congratulated her and Mrs. Gonzales introduced her family.

PRESENTATION: USO Pennies for Patriots

Alderman Reitmeyer, along with the Mayor and entire Board of Aldermen, presented to the USO, a check in the amount of \$2500 collected for the USO of Missouri "Pennies for Patriots" program through aluminum can donations.

Members of the Veterans Memorial Commission announced an update on the number of plaques for the St. Peters Veterans Wall of Honor and the current balance of funds collected for the USO of Missouri "Pennies for Patriots" program.

RECOGNITION: ALDERMAN ROCKY REITMEYER

Mayor Pagano, on behalf of the City of St. Peters, recognized Alderman Reitmeyer for serving on the Board of Directors for the St. Charles County Municipal League as well as the Missouri Municipal League during his career as Alderman of the City of St. Peters.

APPROVAL OF MINUTES: WORK SESSION MEETING OF SEPTEMBER 22, 2016 AND THE REGULAR BOARD OF ALDERMEN MEETING OF SEPTEMBER 22, 2016

Alderman Hollingsworth moved and Alderman Violet seconded the motion to approve the Board of Aldermen Work Session meeting minutes of September 22, 2016, and the Regular Board of Aldermen meeting minutes of September 22, 2016. The motion carried and the minutes were approved.

REPORTS OF OFFICERS, BOARDS AND COMMISSIONS

MAYORAL REPORT OF APPOINTMENTS TO BOARDS AND COMMISSIONS

APPOINTMENTS TO THE VETERANS MEMORIAL COMMISSION

Alderman Bateman read the appointments to the Veterans Memorial Commission. Alderman Barclay moved and Alderman Bateman seconded the motion to approve the appointment of the following individuals to serve as members to the Veterans Memorial Commission: Donald Philips, 6 Country Hill Road, St. Peters, MO 63376 (Ward 1), for the term effective immediately and expiring December 31, 2018. Mr. Philips will be filling the vacancy of Laura Roodhouse, who resigned. The following individual for appointment as an alternate member to the Veterans Memorial Commission: Brittany Smith, 24 Appletree Drive, St. Peters, MO 63376 (Ward 3), for the term effective immediately and expiring December 31, 2019. Ms. Smith will be filling the vacancy of Donald Philips. All in favor, the motion was approved.

CITY ADMINISTRATOR'S REPORT

REPORT OF DIRECTOR OF PLANNING, COMMUNITY AND ECONOMIC DEVELOPMENT

PETITION 16-15, AMENDED PUD – ZM MANAGEMENT, LLC – POWERS

Julie Powers presented the ZM Management, LLC Petition 16-15 request for an amended Planned Urban Development for multiple-family units on a 9.34 +/- acre parcel. The site is located on the south side of Route 364, east of Robert Ridge Drive. The Planning and Zoning Commission and staff has recommended approval of this amendment. Cliff Heitman with Bax Engineering spoke about the Meadowridge Apartment project; which will consist of 180 apartment units and 15 buildings on the site. The buildings will be three-stories in height and consist of a mix of one and two bedrooms. The complex's amenities will include a club house, pool, enhanced landscaping, and walking trail access. There were no questions or comments from the Board of Aldermen or the public. This is Business Item I-01 on this evening's agenda.

PETITION 16-16 – REZONING - ST. PETERS MO (SWC S. ST. PETERS AND WOODSTONE) – POWERS

Ms. Powers presented Petition 16-16 for the request to change of zoning from the I-1 Light Industrial District to the C-3 General Commercial District for an 8 +/- acre parcel. The site is located on the south side of Route 364, west of Woodstone Drive. She advised this is an area that will be developed into three commercial lots. Ms. Powers advised the first lot was also proposed with a site plan as a Fresh Thyme Market. Edwin Gebauer with InSight Real Estate spoke and presented a slide show on the proposed project. The Planning and Zoning Commission and staff have recommended approval of this rezoning. There were no questions or comments from the Board of Aldermen or the public. This is Business Items I-02 and I-08 on this evening's agenda.

ST. PETERS BUSINESS SPOTLIGHT

CAMPBELL MONTESSORI ADULT COMMUNITY, 3881 SHADY SPRINGS LANE (WARD 3)

Sandy Johnson Hershey showed pictures of the four theme rooms in new Campbell Montessori Adult Community that was previously the Montessori School. This Adult Day C in menu planning

and cooking, games and discussion groups, musical activities, gardening, artwork, exercise, and media viewing for participants. After state licensing they will be ready for 32 participants. Alderman Bateman asked about registering and Ms. Johnson Hershey advised that the cost is \$75 a day and would like for participants to visit 3 days a week for a more community environment. Once their state license is received, they will be able to accept medicaid.

BIG BEAR TATTOO, 94 SPENCER ROAD (WARD 1)

Ms. Terry Bear spoke and gave slide show about the history and growth of Big Bear Tattoo business with her husband Bob Bear. Ms. Bear spoke about their fundraisers and contributions to local charities. She advised they received the Best Business Award in 2015 and accreditation from the Better Business Bureau. Ms. Bear also showed pictures of work from their tattoo artists.

OPEN FORUM

CITIZENS PETITIONS AND COMMENTS

Donna Phelan, 420 Newport Drive, St. Peters spoke in favor of the intersection stop signs at Ehlmann and Shady Springs due to increase traffic and near miss accidents. Ms. Phelan would like the temporary multi-way stop signs to be permanent. This is Business Item 4 to be voted on tonight's agenda.

COMMUNICATIONS FROM THE ELECTED OFFICIALS

Elected Officials made comments during this time.

ANNOUNCEMENTS

PUBLIC HEARINGS

None

UNFINISHED BUSINESS ITEMS:

Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to remove Bill No. 16-145 from the table.

MOTION/APPROVED: BILL NO. 16-145: ORDINANCE NO. 6648: AN ORDINANCE AMENDING SECTION 105.050 OF THE ST. PETERS CITY CODE PERTAINING TO CITY WARDS [SPONSOR: MAYOR PAGANO]

Alderman Reitmeyer moved and Alderman Barclay seconded the motion to introduce the Bill. The motion carried. Alderman Reitmeyer Shea moved and Alderman Barclay seconded the motion to read Bill No. 16-145 for the first time. The motion carried and Alderman Reitmeyer read the Bill. Alderman Barclay moved and Alderman Reitmeyer seconded the motion to have read in the amendments to the Bill. The motion was approved. Alderman Barclay read in the amendments to the Bill as follows:

Under Section No. 1, A: "From and after the first day of **January 1, 2017**"...

Under Section No. 1, B: "The map designated as the "City of St. Peters Aldermanic Ward Map, **2017**"...

Under Section No. 3: Effective Date. Upon its final passage and approval, this Ordinance shall be in full force and take effect on **January 1, 2017**.

Alderman Hollingsworth moved and Alderman Barclay seconded the motion to read the Bill, as amended, for the second time. The motion carried and Alderman Hollingsworth read the Bill as amended. Alderman Barclay moved and Alderman Hollingsworth seconded the motion to put the Bill, as amended, to a final vote. The motion was approved and Bill No. 16-145 was passed becoming Ordinance No. 6648.

Reitmeyer: Yes Thomas: Yes Bateman: No Hollingsworth: Yes
Shea: No Violet: Yes Aytes: Yes Barclay: Yes
AYES: 6 NAYS: 2 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

NEW BUSINESS ITEMS:

MOTION/APPROVED: BILL NO. 16-184: ORDINANCE NO. 6649: AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO EXECUTE A PLANNED URBAN DEVELOPMENT (PUD) AGREEMENT WITH KAPLAN DEVELOPMENT AND INVESTMENT CO., AND ZM MANAGEMENT, LLC FOR DEVELOPMENT OF THE MEADOWRIDGE APARTMENTS

Alderman Barclay moved and Alderman Reitmeyer seconded the motion to introduce the Bill. The motion carried. Alderman Barclay moved and Alderman Reitmeyer seconded the motion to read Bill No. 16-184 for the first time. The motion carried and Alderman Shea read the Bill. Alderman Barclay moved and Alderman Reitmeyer seconded the motion to read the Bill for the second time. The motion carried and Alderman Barclay read the Bill. Alderman Barclay moved and Alderman Shea seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-184 was passed becoming Ordinance No. 6649.

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. 16-185: ORDINANCE NO. 6650: AN ORDINANCE AMENDING CERTAIN SECTIONS OF THE MUNICIPAL CODE OF THE CITY OF ST. PETERS, TITLE IV: LAND USE PERTAINING TO ZONING PROPERTY WITHIN SAID CITY IN RESPONSE TO REZONING PETITION NUMBER 16-16 ST PETERS MO (SWC S. ST. PETERS AND WOODSTONE), LLC BY MAKING CERTAIN CHANGES IN THE DESIGNATED DISTRICTS IN CERTAIN SECTIONS OF SAID CITY

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. 16-185 for the first time. The motion carried and Alderman Thomas 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 Bateman read the Bill. Alderman Shea moved and Alderman Bateman seconded the motion to put the Bill to a final vote. The motion was approved and Bill

No. 16-185 was passed becoming Ordinance No. 6650.

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. 16-186: ORDINANCE NO. 6651: AN ORDINANCE AMENDING SECTION 505.040, A.11., 111.6.7 OF THE ST. PETERS CITY CODE PERTAINING TO THE BUILDING CODE

Alderman Reitmeyer moved and Alderman Shea seconded the motion to introduce the Bill. The motion carried. Alderman Reitmeyer moved and Alderman Shea seconded the motion to read Bill No. 16-186 for the first time. The motion carried and Alderman Bateman read the Bill. Alderman Reitmeyer moved and Alderman Bateman seconded the motion to read the Bill for the second time. The motion carried and Alderman Bateman read the Bill. Alderman Shea moved and Alderman Violet seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-186 was passed becoming Ordinance No. 6651.

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:

Alderman Hollingsworth left the meeting in progress.

MOTION/TABLED: BILL NO. 16-187: AN ORDINANCE PROVIDING FOR AND RELATING TO STOP SIGNS IN THE CITY OF ST. PETERS, MISSOURI BY ESTABLISHING PERMANENT MULTI-WAY STOPS UPON APPROACHING OR ENTERING THE INTERSECTION OF EHLMANN ROAD AND SHADY SPRINGS LANE, FROM ALL DIRECTIONS, AND AMENDING SCHEDULE II OF TITLE III OF THE MUNICIPAL CODE OF THE CITY OF ST. PETERS PROVIDING FOR STOP INTERSECTIONS

Alderman Shea moved and Alderman Violet seconded the motion to introduce the Bill. The motion carried. Alderman Shea moved and Alderman Violet seconded the motion to read Bill No. 16-187 for the first time. The motion carried and Alderman Shea read the Bill. Alderman Bateman moved and Alderman Thomas seconded the motion to table this bill indefinitely. Alderman Shea opposed. The motion was approved and Bill No. 16-187 was tabled indefinitely.

MOTION/APPROVED: BILL NO. 16-188: ORDINANCE NO. 6652: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO A CONTRACT WITH NB WEST CONTRACTING FOR THE RACHELS TRAIL AND SHINING ROCK DRIVE STORM WATER IMPROVEMENTS PROJECT (P-24)

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. 16-188 for the first time. The motion carried and Alderman Violet read the Bill. Alderman Aytes moved and Alderman Barclay seconded the motion to read the Bill for the second time. The motion carried and Alderman Aytes read the Bill. Alderman Bateman moved and Alderman Aytes seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-188 was passed becoming Ordinance No. 6652.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Absent
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/APPROVED: BILL NO. 16-189: ORDINANCE NO. 6653: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AN AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENTS WITH WILLIAM H. AND BEVERLY A. FEY, LAVINA L. GOWEN, JEFFREY R. HAYES AND COURTNEY E. SEROCKE, JOANN MCCORMACK LIVING TRUST IN C/O FRED E. MCCORMACK, AND KENDALL AND DEBORAH ROWLISON FOR THE P-24 RACHELS TRAIL STORM WATER IMPROVEMENT PROJECT

Alderman Reitmeyer moved and Alderman Aytes seconded the motion to introduce the Bill. The motion carried. Alderman Reitmeyer moved and Alderman Aytes seconded the motion to read Bill No. 16-189 for the first time. The motion carried and Alderman Reitmeyer read the Bill. Alderman Shea moved and Alderman Reitmeyer seconded the motion to read the Bill for the second time. The motion carried and Alderman Shea read the Bill. Alderman Shea moved and Alderman Aytes seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-189 was passed becoming Ordinance No. 6653.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Absent
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/APPROVED: BILL NO. 16-190: ORDINANCE NO. 6654: AN ORDINANCE APPROVING A RECORD PLAT WITHIN THE CITY OF ST. PETERS, MISSOURI, FOR THE PURPOSE OF RECORDING IN ST. CHARLES COUNTY, MISSOURI (MID RIVERS TRADE PARK RESUBDIVISION OF LOT 4)

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. 16-190 for the first time. The motion carried and Alderman Barclay read the Bill. Alderman Thomas moved and Alderman Barclay 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 Aytes seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-190 was passed becoming Ordinance No. 6654.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Absent
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/APPROVED: BILL NO. 16-191: ORDINANCE NO. 6655: AN ORDINANCE APPROVING A RECORD PLAT WITHIN THE CITY OF ST. PETERS, MISSOURI, FOR THE PURPOSE OF RECORDING IN ST. CHARLES COUNTY, MISSOURI (RESUBDIVISION OF LOT 8 OF THE RESUBDIVISION OF LOT 4 WAL-MART'S FIRST ADDITION TO THE CITY OF ST PETERS)

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. 16-191 for the first time. The motion carried and Alderman Bateman read the Bill. Alderman Reitmeyer moved and Alderman Bateman seconded the motion to read the Bill for the second time. The motion carried and Alderman Violet read the Bill. Alderman Reitmeyer moved and Alderman Shea seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-191 was passed becoming Ordinance No. 6655.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Absent
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/APPROVED: BILL NO. 16-192: ORDINANCE NO. 6656: AN ORDINANCE APPROVING A RECORD PLAT WITHIN THE CITY OF ST. PETERS, MISSOURI, FOR THE PURPOSE OF RECORDING IN ST. CHARLES COUNTY, MISSOURI (KOENIG SUBDIVISION ADDITION)

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. 16-192 for the first time. The motion carried and Alderman Aytes 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 Reitmeyer read the Bill. Alderman Shea moved and Alderman Violet seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-192 was passed becoming Ordinance No. 6656.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Absent
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/APPROVED: BILL NO. 16-193: ORDINANCE NO. 6657: AN ORDINANCE APPROVING A RECORD PLAT WITHIN THE CITY OF ST. PETERS, MISSOURI, FOR THE PURPOSE OF RECORDING IN ST. CHARLES COUNTY, MISSOURI (RESUBDIVISION OF LOT B MID RIVERS MALL SITE COMMON PLAT ONE)

Alderman Bateman moved and Alderman Violet seconded the motion to introduce the Bill. The motion carried. Alderman Bateman moved and Alderman Violet seconded the motion to read Bill No. 16-193 for the first time. The motion carried and Alderman Shea 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 Barclay read the Bill. Alderman Barclay moved and Alderman Reitmeyer seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-193 was passed becoming Ordinance No. 6657.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Absent
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/APPROVED: BILL NO. 16-194: ORDINANCE NO. 6658: AN ORDINANCE ACCEPTING FOR MAINTENANCE THE DEDICATION OF A CERTAIN SANITARY SEWER LINE AND A CERTAIN WATER DISTRIBUTION LINE IN AND CONNECTED WITH THE GABLES AT COTTLEVILLE (126 OHMES ROAD)

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. 16-194 for the first time. The motion carried and Alderman Thomas 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 Bateman read the Bill. Alderman Bateman moved and Alderman Violet seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-194 was passed becoming Ordinance No. 6658.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Absent
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/APPROVED: BILL NO. 16-195: ORDINANCE NO. 6659: AN ORDINANCE AUTHORIZING THE CITY OF ST. PETERS, MISSOURI TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (2000 PREMIER PARKWAY PROJECT), SERIES 2016, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$18,000,000 FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ACQUIRING AND CONSTRUCTING A FACILITY FOR AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; APPROVING A PLAN FOR THE PROJECT; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS

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. 16-195 for the first time. The motion carried and Alderman Violet read the Bill. Alderman Reitmeyer moved and Alderman Bateman seconded the motion to read the Bill for the second time. The motion carried and Alderman Aytes read the Bill. Alderman Shea moved and Alderman Violet seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-195 was passed becoming Ordinance No. 6659.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Absent
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/APPROVED: BILL NO. 16-196: ORDINANCE NO. 6660: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO A CONTRACT WITH INSITUFORM TECHNOLOGIES FOR CURED- IN-PLACE PIPE (CIPP) LINING OF CERTAIN STORM SEWER AND SANITARY SEWER LINES

Alderman Reitmeyer moved and Alderman Shea seconded the motion to introduce the Bill. The motion carried. Alderman Reitmeyer moved and Alderman Shea seconded the motion to read Bill No. 16-196 for the first time. The motion carried and Alderman Reitmeyer read the Bill. Alderman Shea moved and Alderman Barclay seconded the motion to read the Bill for the second time. The motion carried and Alderman Shea read the Bill. Alderman Shea moved and Alderman Barclay seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-196 was passed becoming Ordinance No. 6660.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Absent
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/APPROVED: BILL NO. 16-197: ORDINANCE NO. 6661: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO A CONTRACT WITH INSITUFORM TECHNOLOGIES FOR CURED- IN-PLACE PIPE (CIPP) LINING OF A CERTAIN STORM SEWER UNDER OAK HILL LANE AND A CERTAIN STORM SEWER NEAR SHADY SPRINGS LANE

Alderman Bateman moved and Alderman Shea seconded the motion to introduce the Bill. The motion carried. Alderman Bateman moved and Alderman Shea seconded the motion to read Bill No. 16-197 for the first time. The motion carried and Alderman Barclay read the Bill. Alderman Shea moved and Alderman Barclay 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 Shea seconded the motion to put the Bill to a final vote. The motion was approved and Bill No. 16-197 was passed becoming Ordinance No. 6661.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Absent
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 MAYOR:

MOTION/ADOPTED: RESOLUTION NO. 1537: A RESOLUTION APPROVING A PROJECT TO BE FINANCED BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF ST. CHARLES COUNTY, MISSOURI

Alderman Violet moved and Alderman Aytes seconded the motion to introduce the Resolution. The motion carried. Alderman Violet moved and Alderman Aytes seconded the motion to read the Resolution for the first time. The motion carried and Alderman Bateman read the Resolution. Alderman Reitmeyer moved and Alderman Bateman seconded the motion to put the Resolution to a final vote. The motion was approved and Resolution No. 1537 was adopted.

Reitmeyer: Yes Thomas: Yes Bateman: Yes Hollingsworth: Absent
Shea: Yes Violet: Yes Aytes: Yes Barclay: Yes
AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1 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 Violet moved and Alderman Bateman 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 8:57 p.m.

Respectfully submitted,

Patricia E. Smith
City Clerk



CITY OF ST. PETERS, MO

INTEROFFICE MEMORANDUM

TO: BOARD OF ALDERMEN *Jim Pagano*

FROM: MAYOR PAGANO

SUBJECT: APPOINTMENT TO THE VETERANS MEMORIAL COMMISSION

DATE: OCTOBER 27, 2016

I am nominating the following individual for appointment as a member to the Veterans Memorial Commission as follows:

Donald L. Shaikewitz, 52 Soenker Circle, St. Peters, MO 63376 (Ward 3) for the term effective immediately and expiring December 31, 2016.

Mr. Shaikewitz will be filling the vacancy of Forrest Routh, who resigned.

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

APPLICATIONS

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO ENTER INTO AGREEMENTS PROVIDING FOR EITHER TEMPORARY CONSTRUCTION EASEMENTS OR FOR BOTH TEMPORARY CONSTRUCTION EASEMENTS AND PERMANENT DRAINAGE EASEMENTS WITH VARIOUS PROPERTY OWNERS FOR THE COUNTRY HILL ESTATES, SHINING ROCK, RACHELS TRAIL, AND FOREST GROVE COURT STORMWATER PROJECT - P-24

WHEREAS, it is in the best interest of the inhabitants of the City of St. Peters, Missouri, to complete improvement projects identified in the City's Storm Water Watershed Management Plan in order to comply with requirements of the City's MS4 Permit and to improve water quality; and

WHEREAS, said improvement projects necessitates obtaining either temporary construction easements or both temporary construction easements and permanent drainage easements from various property owners.

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 temporary construction easements and 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, Temporary Construction Easement Agreements and Permanent Drainage Easement Agreements, in substantially the forms attached hereto and made a part hereof, with various property owners as identified in Exhibit A which is attached hereto and incorporated by reference herein, for the Country Hill Estates, Shining Rock, Rachels Trail, and Forest Grove Court Stormwater Project P-24.

No.

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 27nd day of October, 2016.

As Presiding Officer and as Mayor
Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

No.

Approved this _____ day of _____, 2016.

Len Pagano, Mayor

Attest: _____
Patricia E. Smith, City Clerk

DRAFT

No.

Exhibit A

Temporary Construction Easement only:

Gary C. and Suzanne Westhoff
12 B Shining Rock Drive

Patricia A. Allen
12A Shining Rock Drive

Rudolf Bieri
10B Shining Rock Drive

Michael E. and Krista J. Smith
10A Shining Rock Drive

Temporary Construction Easement and Permanent Drainage Easement:

Patricia Ann White
125 Misty View Lane

Jana L. Kolthoff
8A Shining Rock Drive

Adam Brock
6B Shining Rock Drive

Joanna L. Saunders
8B Shining Rock Drive

Donald E. and Aleen S. Ford
6A Shining Rock Drive

Drew K. Ferguson
4A Shining Rock Drive

Drew K. Ferguson
4B Shining Rock Drive

Temporary Construction Easement Agreement

This Instrument, Made and entered into this 3 day of August, 2016, by and between Patricia A. Allen, whose mailing address is 12A Shining Rock 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 **Shining Rock Stormwater Project #P-24** 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 **Shining Rock Stormwater Project #P-24** 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.

LOT 774
CARRINGTON ESTATES ADDITION
P.B. 30, PG. 158

PROPERTY N/F
SANDRA R. STILL
2613/281

38 RIVER BOAT DRIVE

S88°29'46"E
40.47'

EX. 10'W ESMT
PB 20, PG 80

S88°29'46"E
35.43'

10.00'

N01°22'49"E
10.05'

N88°31'46"W
35.39'

NEW TEMPORARY
CONSTRUCTION
EASEMENT
(356 S.F.)

PART OF LOT 854
SPENCER CREEK NORTH VILLAGE #8
P.B. 20, PGS. 80-81

PROPERTY N/F
RUDOLF BIERI
6089/629

10 SHINING ROCK DRIVE

N01°22'49"E 119.93'

PART OF LOT 855
SPENCER CREEK NORTH VILLAGE #8
P.B. 20, PGS. 80-81

PROPERTY N/F
PATRICIA A. ALLEN
4272/1694

PARCEL ID# 2-0108-5243-00-0855.1000000
12A SHINING ROCK DRIVE

S01°36'22"W 119.84'

PART OF LOT 855
SPENCER CREEK NORTH VILLAGE #8
P.B. 20, PGS. 80-81

PROPERTY N/F
GARY C. AND SUZANNE WESTHOFF
1818/1052

12B SHINING ROCK DRIVE

EX. 5'W ESMT
PB 20, PG. 80

N88°37'11"W

40.00'

SHINING ROCK DR.
(50' WIDE)



SCALE: 1"=30'

GENERAL NOTES:

1. BASIS OF BEARINGS ADOPTED FROM THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, EAST ZONE, GRID NORTH.
2. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

EXHIBIT A

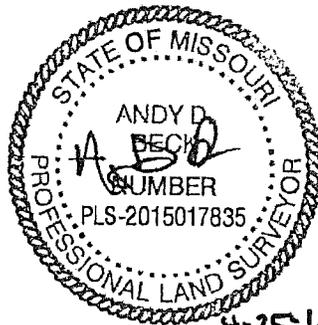
DATE	04/25/16
DRAWN	EB

TEMPORARY CONSTRUCTION EASEMENT

INITIALS:

PROJECT	15-16533C
FILE	PAR9-TCE

A TRACT OF LAND BEING PART OF
LOT 855 OF "SPENCER CREEK-
NORTH VILLAGE PLAT 8", AS RECORDED
IN PLAT BOOK 20 PAGES 80-81,
OF ST. CHARLES COUNTY RECORDS
ST. CHARLES COUNTY, MISSOURI



Temporary Construction Easement Agreement

This Instrument, Made and entered into this 2 day of August, 2016, by and between Rudolf Bieri, whose mailing address is 60B Lost Dutchman 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 **Shining Rock Stormwater Project #P-24** 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 **Shining Rock Stormwater Project #P-24** 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.

LOT 629
CARRINGTON ESTATES
P.B: 30, PGS. 116-119

LOT 774
CARRINGTON ESTATES ADDITION
P.B. 30, PG. 158

PROPERTY N/F
PATRICIA ANN WHITE
3927/2074

PROPERTY N/F
SANDRA R. STILL
2613/281

125 MISTY VIEW LANE

38 RIVER BOAT DRIVE

S88°37'11"E
6.93'

S88°29'46"E
31.54'

EX. 10'W ESMT
PB 20, PG. 80

10.00'

S88°29'46"E
26.75'

10.06'

N88°31'46"W
33.47'

NEW TEMPORARY
CONSTRUCTION
EASEMENT
(337 S.F.)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°37'11"E	6.72'
L2	S01°22'49"W	10.06'

PART OF LOT 854
SPENCER CREEK NORTH VILLAGE #8
P.B. 20, PGS. 80-81

PROPERTY N/F
MICHAEL E. AND KRISTA J. SMITH
2636/1842

10A SHINING ROCK DRIVE

N01°22'49"E 120.00'

PART OF LOT 854
SPENCER CREEK NORTH VILLAGE #8
P.B. 20, PGS. 80-81

PROPERTY N/F
RUDOLF BIERI
6089/629
PARCEL ID# 2-0108-5243-00-0854-1000000

10A SHINING ROCK DRIVE

S01°22'49"W 119.93'

PART OF LOT 855
SPENCER CREEK NORTH VILLAGE #8
P.B. 20, PGS. 80-81

PROPERTY N/F
PATRICIA A. ALLEN
4272/1694

12A SHINING ROCK DRIVE

EX. 5'W ESMT
PB 20, PG. 80

SHINING ROCK DR.
(50' WIDE)

N88°37'15"W
38.47'



SCALE: 1"=30'

GENERAL NOTES:

1. BASIS OF BEARINGS ADOPTED FROM THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, EAST ZONE, GRID NORTH.
2. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

EXHIBIT A

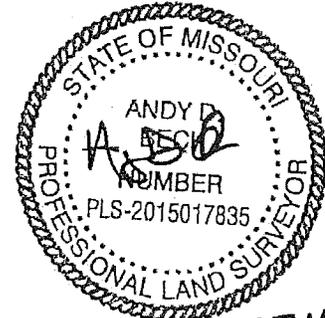
INITIALS:

DATE 04/25/16
DRAWN EB

TEMPORARY CONSTRUCTION EASEMENT

PROJECT 15-16533C
FILE PAR8-TCE

A TRACT OF LAND BEING PART OF
LOT 854 OF "SPENCER CREEK-
NORTH VILLAGE PLAT 8", AS RECORDED
IN PLAT BOOK 20 PAGES 80-81,
OF ST. CHARLES COUNTY RECORDS
ST. CHARLES COUNTY, MISSOURI



Permanent Drainage Easement Agreement

This Agreement, made and entered into as of the 26th day of July, 2016, by and between Adam Brock, whose mailing address is 6B Shining Rock 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 **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

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:

LOT 628
 CARRINGTON ESTATES
 P.B. 30, PGS. 116-119

PROPERTY N/F
 JAMES H. AND BRIDGETT L. MYERS
 1412/1929

123 MISTY VIEW LANE

S88°37'11"E
 44.29'

EX. 10W ESMT
 PB 20, PG. 80

10.02' S88°37'11"E 43.60'
 5.01' N88°37'11"W 43.25' 5.00'

NEW PERMANENT
 DRAINAGE
 EASEMENT
 (217 S.F.)

PART OF LOT 852
 SPENCER CREEK NORTH VILLAGE #8
 P.B. 20, PGS. 80-81

PROPERTY N/F
 DONALD E. AND ALEEN S. FORD
 1965/920

6A SHINING ROCK DRIVE

N02°34'29"W 121.17'

PART OF LOT 852
 SPENCER CREEK NORTH VILLAGE #8
 P.B. 20, PGS. 80-81
 PROPERTY N/F
 ADAM BROCK
 4644/1972

PARCEL ID# 2-0108-5243-00-0852.1000000
 6B SHINING ROCK DRIVE

S01°22'49"W 120.00'

PART OF LOT 853
 SPENCER CREEK NORTH VILLAGE #8
 P.B. 20, PGS. 80-81

PROPERTY N/F
 TYLER AND REBECCA JONES
 5572/1941

8 SHINING ROCK DRIVE



R=240.00' L=20.59'
 S88°55'24"W 20.58'
 SHINING ROCK DR.
 (50' WIDE)
 N88°37'11"W
 15.37'

SCALE: 1"=30'

GENERAL NOTES:

1. BASIS OF BEARINGS ADOPTED FROM THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, EAST ZONE, GRID NORTH.
2. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

EXHIBIT A	
DATE	04/25/16
DRAWN	EB

PERMANENT DRAINAGE EASEMENT

INITIALS:	
PROJECT	15-16533C
FILE	PAR4-PDE

A TRACT OF LAND BEING PART OF
 LOT 852 OF "SPENCER CREEK-
 NORTH VILLAGE PLAT 8", AS RECORDED
 IN PLAT BOOK 20 PAGES 80-81,
 OF ST. CHARLES COUNTY RECORDS
 ST. CHARLES COUNTY, MISSOURI

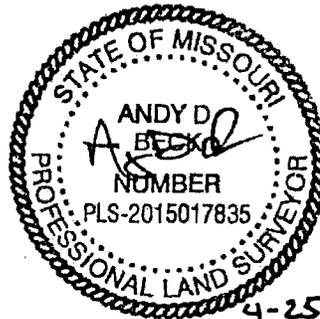
EXHIBIT B

LAND DESCRIPTION
217 SQ. FT.
APRIL 25, 2016
BAX PROJECT NO. 15-16533C
MLR

PERMANENT DRAINAGE EASEMENT
ADAM BROCK
4644/1972
2-0108-5243-00-0852.1000000

A TRACT OF LAND BEING PART OF LOT 852 OF "SPENCER CREEK-NORTH VILLAGE PLAT 8", AS RECORDED IN PLAT BOOK 20 PAGES 80-81 OF THE ST. CHARLES COUNTY RECORDS, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF PROPERTY CONVEYED TO ADAM BROCK BY DEED RECORDED IN DEED BOOK 4644 PAGE 1972 OF SAID RECORDS, WITH THE SOUTH LINE OF LOT 628 OF "CARRINGTON ESTATES", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 30 PAGES 116-119 OF SAID RECORDS; THENCE ALONG SAID WEST LINE OF THE BROCK PROPERTY, SOUTH 02 DEGREES 34 MINUTES 29 SECONDS EAST 10.02 FEET TO THE SOUTH LINE OF A 10 FEET WIDE EASEMENT RECORDED IN PLAT BOOK 20 PAGES 80-81 OF SAID RECORDS, SAID POINT ALSO BEING THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND DESCRIBED HEREIN; THENCE ALONG SAID SOUTH LINE OF 10 FEET WIDE EASEMENT, SOUTH 88 DEGREES 37 MINUTES 11 SECONDS EAST 43.60 FEET TO A POINT IN THE EAST LINE OF SAID BROCK PROPERTY; THENCE ALONG SAID EAST LINE OF THE BROCK PROPERTY, SOUTH 01 DEGREES 22 MINUTES 49 SECONDS WEST 5.00 FEET TO A POINT; THENCE LEAVING SAID EAST LINE OF THE BROCK PROPERTY, NORTH 88 DEGREES 37 MINUTES 11 SECONDS WEST 43.25 FEET TO A POINT IN THE AFORESAID WEST LINE OF THE BROCK PROPERTY; THENCE ALONG SAID WEST LINE OF BROCK PROPERTY, NORTH 02 DEGREES 34 MINUTES 29 SECONDS WEST 5.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 217 SQUARE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING APRIL, 2016.



4-25-16

Temporary Construction Easement Agreement

This Instrument, Made and entered into this 26th day of July, 2016, by and between Adam Brock, whose mailing address is 6B Shining Rock 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 **Shining Rock Stormwater Project #P-24** 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 **Shining Rock Stormwater Project #P-24** 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:

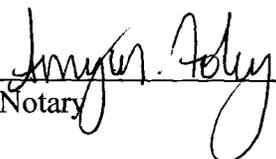


Adam Brock, owner

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

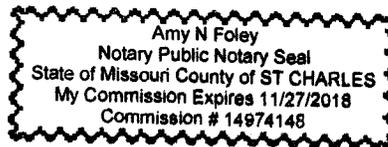
On this 26 day of July, 2016, before me personally appeared ADAM BROCK, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

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: 11/27/2018



LOT 628
CARRINGTON ESTATES
P.B. 30, PGS. 116-119

PROPERTY N/F
JAMES H. AND BRIDGETT L. MYERS
1412/1929

123 MISTY VIEW LANE

S88°37'11"E
44.29'

EX. 10W ESMT
PB 20, PG. 80

15.04'

S88°37'11"E 43.25'

NEW TEMPORARY
CONSTRUCTION
EASEMENT
(386 S.F.)

9.02'

9.00'

N88°37'11"W 42.63'

PART OF LOT 852
SPENCER CREEK NORTH VILLAGE #8
P.B. 20, PGS. 80-81

PROPERTY N/F
DONALD E. AND ALEEN S. FORD
1965/920

6A SHINING ROCK DRIVE

N02°34'29"W 121.17'

PART OF LOT 852
SPENCER CREEK NORTH VILLAGE #8
P.B. 20, PGS. 80-81
PROPERTY N/F
ADAM BROCK
4644/1972

PARCEL ID# 2-0108-5243-00-0852.1000000
6B SHINING ROCK DRIVE

S01°22'49"W 120.00'

PART OF LOT 853
SPENCER CREEK NORTH VILLAGE #8
P.B. 20, PGS. 80-81

PROPERTY N/F
TYLER AND REBECCA JONES
5572/1941

8 SHINING ROCK DRIVE



R=240.00' L=20.59'
S88°55'24"W 20.58'

N88°37'11"W
15.37'

SHINING ROCK DR.
(50' WIDE)

SCALE: 1"=30'

GENERAL NOTES:

1. BASIS OF BEARINGS ADOPTED FROM THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, EAST ZONE, GRID NORTH.
2. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

EXHIBIT A

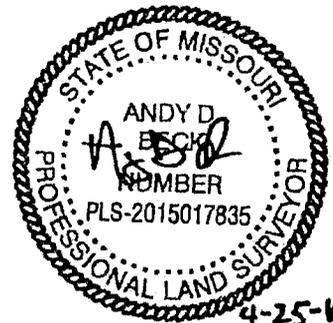
INITIALS:

DATE	04/25/16
DRAWN	EB

TEMPORARY CONSTRUCTION EASEMENT

PROJECT	15-16533C
FILE	PAR4-TCE

A TRACT OF LAND BEING PART OF
LOT 852 OF "SPENCER CREEK-
NORTH VILLAGE PLAT 8", AS RECORDED
IN PLAT BOOK 20 PAGES 80-81,
OF ST. CHARLES COUNTY RECORDS
ST. CHARLES COUNTY, MISSOURI



Permanent Drainage Easement Agreement

This Agreement, made and entered into as of the ____ day of _____, 2016, by and between Drew K. Ferguson, whose mailing address is 4B Shining Rock 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 **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.

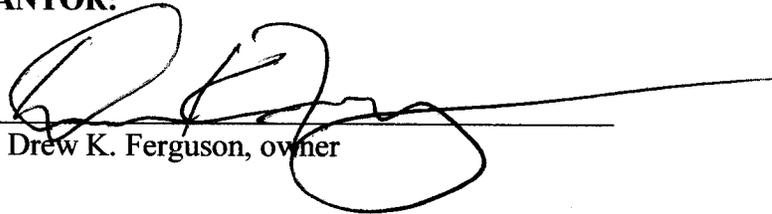
All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

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.

DRAFT

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

GRANTOR:

By: 
Drew K. Ferguson, owner

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

On this 11th day of AUGUST, 2016, before me personally appeared DREW K. FERGUSON, 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:



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.

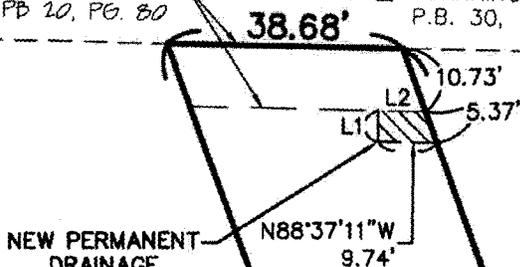
Notary Public

My Commission Expires:

PROPERTY N/F
 JERRY L. AND DONNA L. BLANKENSHIP
 1409/0947

119 MISTY VIEW LANE
 EX. 10' W EGMT
 PB 20, PG. 80

LOT 626
 CARRINGTON ESTATES
 P.B. 30, PGS. 116-119



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N01°22'49\"E	5.00'
L2	S88°37'11\"E	7.79'

NEW PERMANENT
 DRAINAGE
 EASEMENT
 (44 S.F.)

PART OF LOT 851
 SPENCER CREEK NORTH VILLAGE #8
 P.B. 20, PGS. 80-81
 PROPERTY N/F
 DREW K. FERGUSON
 2259/49
 4B SHINING ROCK DRIVE

PART OF LOT 850
 SPENCER CREEK NORTH VILLAGE #8
 P.B. 20, PGS. 80-81
 PROPERTY N/F
 BARBARA L. BARR
 4277/2013
 2B SHINING ROCK DRIVE



SHINING ROCK DR.
 (50' WIDE)

R=240.00' L=34.99'
 S65°54'56\"W 34.96'

SCALE: 1"=30'

GENERAL NOTES:

1. BASIS OF BEARINGS ADOPTED FROM THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, EAST ZONE, GRID NORTH.
2. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

EXHIBIT A	
DATE	04/25/16
DRAWN	EB

INITIALS:	
PROJECT	15-165334
FILE	PART-PDI

PERMANENT DRAINAGE EASEMENT

A TRACT OF LAND BEING PART OF
 LOT 851 OF "SPENCER CREEK-
 NORTH VILLAGE PLAT 8", AS RECORDED
 IN PLAT BOOK 20 PAGES 80-81,
 OF ST. CHARLES COUNTY RECORDS
 ST. CHARLES COUNTY, MISSOURI

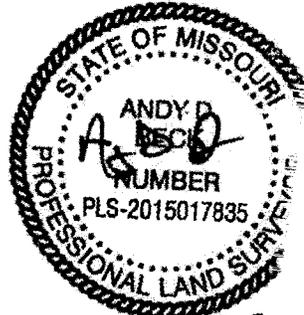


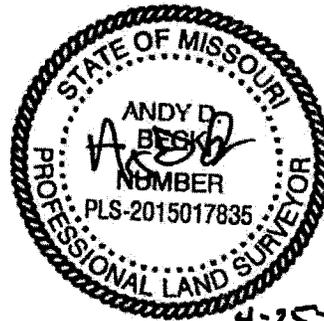
EXHIBIT B

LAND DESCRIPTION
44 SQ. FT.
APRIL 25, 2016
BAX PROJECT NO. 15-16533C
MLR

PERMANENT DRAINAGE EASEMENT
DREW K. FERGUSON
847/114
2-0108-5243-00-0851.1000000

A TRACT OF LAND BEING PART OF LOT 851 OF "SPENCER CREEK-NORTH VILLAGE PLAT 8", AS RECORDED IN PLAT BOOK 20 PAGES 80-81 OF THE ST. CHARLES COUNTY RECORDS, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHEAST LINE OF PROPERTY CONVEYED TO DREW K. FERGUSON BY DEED RECORDED IN DEED BOOK 847 PAGE 114 OF SAID RECORDS WITH THE SOUTH LINE OF LOT 626 OF "CARRINGTON ESTATES", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 30 PAGES 116-119 OF SAID RECORDS; THENCE ALONG THE SAID NORTHEAST LINE OF THE FERGUSON PROPERTY, SOUTH 19 DEGREES 54 MINUTES 28 SECONDS EAST 10.73 FEET TO THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND DESCRIBED HEREIN; THENCE CONTINUING ALONG SAID NORTHEAST LINE OF THE FERGUSON PROPERTY, SOUTH 19 DEGREES 54 MINUTES 28 SECONDS EAST 5.37 FEET TO A POINT; THENCE LEAVING SAID NORTHEAST LINE OF THE FERGUSON PROPERTY, NORTH 88 DEGREES 37 MINUTES 11 SECONDS WEST 9.74 FEET TO A POINT; THENCE NORTH 01 DEGREES 22 MINUTES 49 SECONDS EAST 5.00 FEET TO A POINT IN THE SOUTH LINE OF A 10 FEET WIDE EASEMENT RECORDED IN PLAT BOOK 20 PAGES 80-81 OF SAID RECORDS; THENCE EASTWARDLY ALONG SAID SOUTH LINE OF A 10 FEET WIDE EASEMENT EASEMENT, SOUTH 88 DEGREES 37 MINUTES 11 SECONDS EAST 7.79 FEET TO THE POINT OF BEGINNING AND CONTAINING 44 SQUARE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING APRIL, 2016.



4-25-16

Temporary Construction Easement Agreement

This Instrument, Made and entered into this _____ day of _____, 2016, by and between Drew K. Ferguson, whose mailing address is 4B Shining Rock 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 **Country Hill Estates, Shining Rock, Rachels Trail, and Forest Grove Court Stormwater Project P-24** 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 **Country Hill Estates, Shining Rock, Rachels Trail, and Forest Grove Court Stormwater Project P-24** and all other improvements to be installed in connection therewith.

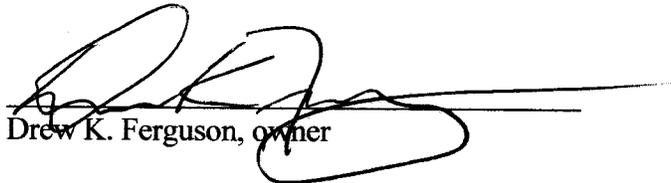
All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

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:


Drew K. Ferguson, owner

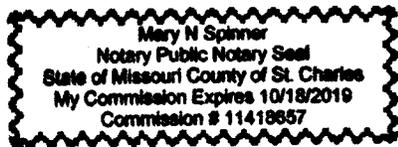
STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this 11th day of AUGUST, 2016, before me personally appeared DREW K. FERGUSON, 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:



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:

PROPERTY N/F
 JERRY L. AND DONNA L. BLANKENSHIP
 1409/0947
 119 MISTY VIEW LANE
 EX. 10' W ESMT
 PB 20, PG. 80
S88°37'11"E
38.68'
 LOT 626
 CARRINGTON ESTATES
 P.B. 30, PGS. 116-119

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S01°22'49"W	5.00'
L2	S88°37'11"E	9.74'

NEW TEMPORARY
 CONSTRUCTION
 EASEMENT
 (480 S.F.)

PART OF LOT 850
 SPENCER CREEK NORTH VILLAGE #8
 P.B. 20, PGS. 80-81
 PROPERTY N/F
 BARBARA L. BARR
 4277/2013
 2B SHINING ROCK DRIVE

PART OF LOT 851
 SPENCER CREEK NORTH VILLAGE #8
 P.B. 20, PGS. 80-81
 PROPERTY N/F
 DREW K. FERGUSON
 2259/49
 4B SHINING ROCK DRIVE

PARCEL ID # 2-0108-5243-00-0851.100000
 4A SHINING ROCK DRIVE
 SPENCER CREEK NORTH VILLAGE #8
 DREW K. FERGUSON
 847/114
S19°34'28"E
149.39'
N20°19'07"W
162.96'

SHINING ROCK DR.
 (50' WIDE)
 R=240.00' L=34.99'
S65°54'56"W 34.96'



SCALE: 1"=30'

GENERAL NOTES:

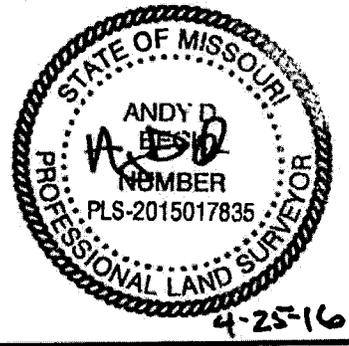
1. BASIS OF BEARINGS ADOPTED FROM THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, EAST ZONE, GRID NORTH.
2. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

EXHIBIT A	
DATE	04/25/16
DRAWN	EB

INITIALS:	
PROJECT	15-16533C
FILE	PAR1-TCE

TEMPORARY CONSTRUCTION EASEMENT

A TRACT OF LAND BEING PART OF
 LOT 851 OF "SPENCER CREEK-
 NORTH VILLAGE PLAT 8", AS RECORDED
 IN PLAT BOOK 20 PAGES 80-81,
 OF ST. CHARLES COUNTY RECORDS
 ST. CHARLES COUNTY, MISSOURI



Permanent Drainage Easement Agreement

This Agreement, made and entered into as of the _____ day of _____, 2016, by and between Drew K. Ferguson, whose mailing address is 4B Shining Rock 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 **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.

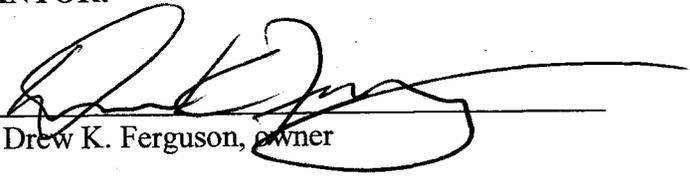
All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

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.

DRAFT

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

GRANTOR:

By: 
Drew K. Ferguson, owner

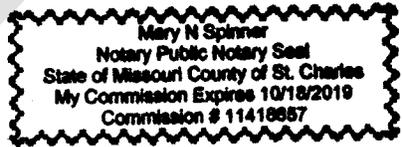
STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this 11th day of AUGUST, 2016, before me personally appeared DREW K. FERGUSON, 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:



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

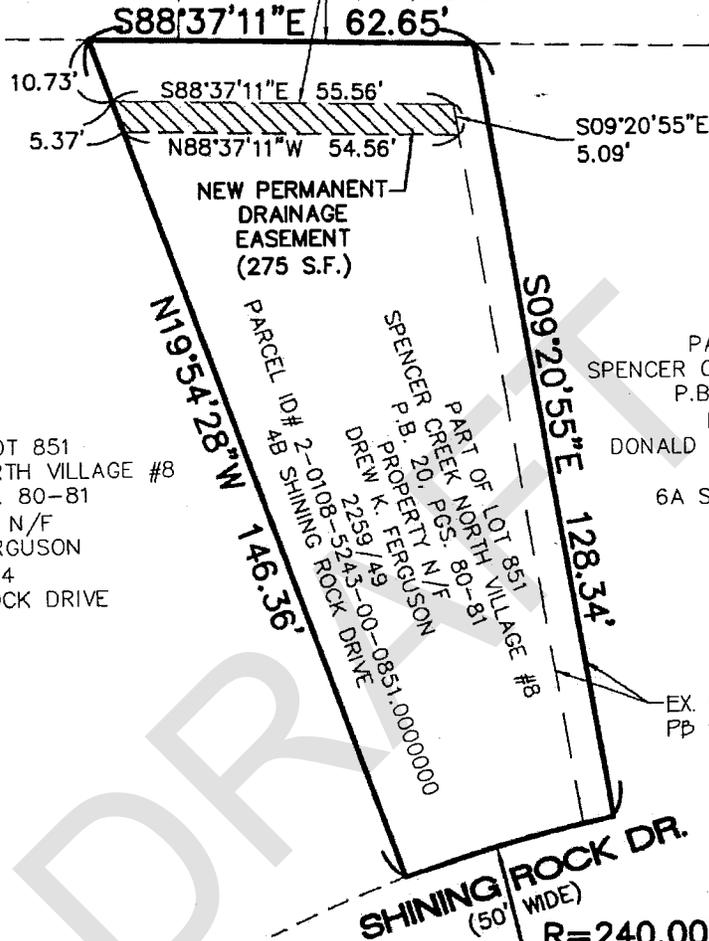
My Commission Expires:

LOT 626
 CARRINGTON ESTATES
 P.B. 30, PGS. 116-119
 PROPERTY N/F
 JERRY L. AND
 DONNA L. BLANKEN
 1409/0947
 119 MISTY VIEW LANE

LOT 627
 CARRINGTON ESTATES
 P.B. 30, PGS. 116-119
 PROPERTY N/F
 RUSSELL A. AND CHARLENE L. VOSSenkEMPER
 1397/1620
 121 MISTY VIEW LANE
 EX. 10'W ESMT
 PD 20, PG. 80

PART OF LOT 851
 SPENCER CREEK NORTH VILLAGE #8
 P.B. 20, PGS. 80-81
 PROPERTY N/F
 DREW K. FERGUSON
 847/114
 4A SHINING ROCK DRIVE

PART OF LOT 852
 SPENCER CREEK NORTH VILLAGE #8
 P.B. 20, PGS. 80-81
 PROPERTY N/F
 DONALD E. AND ALEEN S. FORD
 1965/920
 6A SHINING ROCK DRIVE



SCALE: 1"=30'

GENERAL NOTES:

1. BASIS OF BEARINGS ADOPTED FROM THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, EAST ZONE, GRID NORTH.
2. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

EXHIBIT A

DATE	04/25/2016
DRAWN	EB

PERMANENT DRAINAGE EASEMENT

INITIALS:	
PROJECT	15-16533C
FILE	PAR2-PDE

A TRACT OF LAND BEING PART OF
 LOT 851 OF "SPENCER CREEK-
 NORTH VILLAGE PLAT 8", AS RECORDED
 IN PLAT BOOK 20 PAGES 80-81,
 OF ST. CHARLES COUNTY RECORDS
 ST. CHARLES COUNTY, MISSOURI

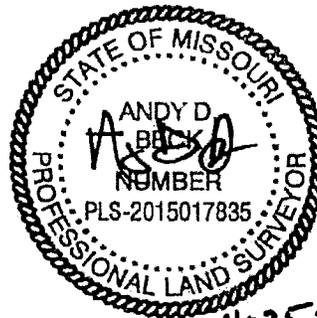


LAND DESCRIPTION
275 SQ. FT.
APRIL 25, 2016
BAX PROJECT NO. 15-16533C
MLR

EXHIBIT B
PERMANENT DRAINAGE EASEMENT
DREW K. FERGUSON
2259/49
2-0108-5243-00-0851.0

A TRACT OF LAND BEING PART OF LOT 851 OF "SPENCER CREEK-NORTH VILLAGE PLAT 8", AS RECORDED IN PLAT BOOK 20 PAGES 80-81 OF THE ST. CHARLES COUNTY RECORDS, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWEST LINE OF PROPERTY CONVEYED TO DREW K. FERGUSON BY DEED RECORDED IN DEED BOOK 2259 PAGE 49 OF SAID RECORDS, WITH THE SOUTH LINE OF LOT 626 OF "CARRINGTON ESTATES", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 30 PAGES 116-119 OF SAID RECORDS; THENCE ALONG SAID SOUTHWEST LINE OF THE FERGUSON PROPERTY, SOUTH 19 DEGREES 54 MINUTES 28 SECONDS EAST 10.73 FEET TO THE SOUTH LINE OF A 10 FEET WIDE EASEMENT AS RECORDED IN PLAT BOOK 20 PAGES 80-81 OF SAID RECORDS, SAID POINT ALSO BEING THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND DESCRIBED HEREIN; THENCE ALONG THE SOUTH LINE OF SAID 10 FEET WIDE EASEMENT, SOUTH 88 DEGREES 37 MINUTES 11 SECONDS EAST 55.56 FEET TO A POINT IN THE WEST LINE OF A 5 FEET WIDE EASEMENT RECORDED IN PLAT BOOK 20 PAGES 80-81 OF SAID RECORDS; THENCE ALONG SAID WEST LINE OF A 5 FEET WIDE EASEMENT, SOUTH 09 DEGREES 20 MINUTES 55 SECONDS EAST 5.09 FEET TO A POINT; THENCE LEAVING SAID WEST LINE OF A 5 FEET WIDE EASEMENT, NORTH 88 DEGREES 37 MINUTES 11 SECONDS WEST 54.56 FEET TO THE AFORESAID SOUTHWEST LINE OF THE FERGUSON PROPERTY; THENCE ALONG SAID SOUTHWEST LINE OF THE FERGUSON PROPERTY, NORTH 19 DEGREES 54 MINUTES 28 SECONDS WEST 5.37 FEET TO THE POINT OF BEGINNING AND CONTAINING 275 SQUARE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING APRIL, 2016.



Temporary Construction Easement Agreement

This Instrument, Made and entered into this _____ day of _____, 2016, by and between Drew K. Ferguson, whose mailing address is 4B Shining Rock 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 **Country Hill Estates, Shining Rock, Rachels Trail, and Forest Grove Court Stormwater Project P-24** 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 **Country Hill Estates, Shining Rock, Rachels Trail, and Forest Grove Court Stormwater Project P-24** and all other improvements to be installed in connection therewith.

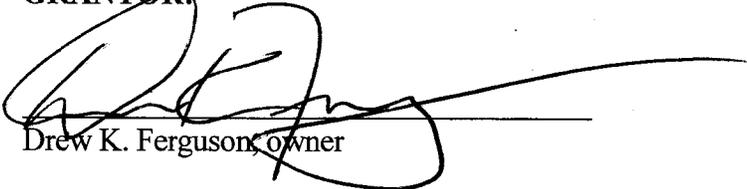
All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

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:


Drew K. Ferguson, owner

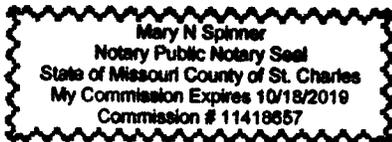
STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this 11th day of AUGUST, 2016, before me personally appeared DREW K. FERGUSON, 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:



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 626
CARRINGTON ESTATES
P.B. 30, PGS. 116-119
PROPERTY N/F
JERRY L. AND
DONNA L. BLANKEN
1409/0947
119 MISTY VIEW LANE

LOT 627
CARRINGTON ESTATES
P.B. 30, PGS. 116-119
PROPERTY N/F
RUSSELL A. AND CHARLENE L. VOSSENKEMPER
1397/1620
121 MISTY VIEW LANE
EX. 10' W ESMT
PB 20, PG. 80

PART OF LOT 851
SPENCER CREEK NORTH
VILLAGE #8
P.B. 20, PGS. 80-81
PROPERTY N/F
DREW K. FERGUSON
847/114
4A SHINING ROCK DRIVE

PART OF LOT 852
SPENCER CREEK NORTH VILLAGE #8
P.B. 20, PGS. 80-81
PROPERTY N/F
DONALD E. AND ALEEN S. FORD
1965/920
6A SHINING ROCK DRIVE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S72°15'15"W	10.37'
L2	N16°36'58"W	8.87'
L3	S74°49'49"W	9.46'
L4	N18°40'54"W	10.85'



SCALE: 1"=30'

GENERAL NOTES:

1. BASIS OF BEARINGS ADOPTED FROM THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, EAST ZONE, GRID NORTH.
2. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

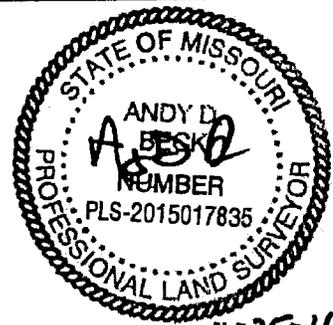
EXHIBIT A	
DATE	03/25/16
DRAWN	EB

TEMPORARY CONSTRUCTION EASEMENT

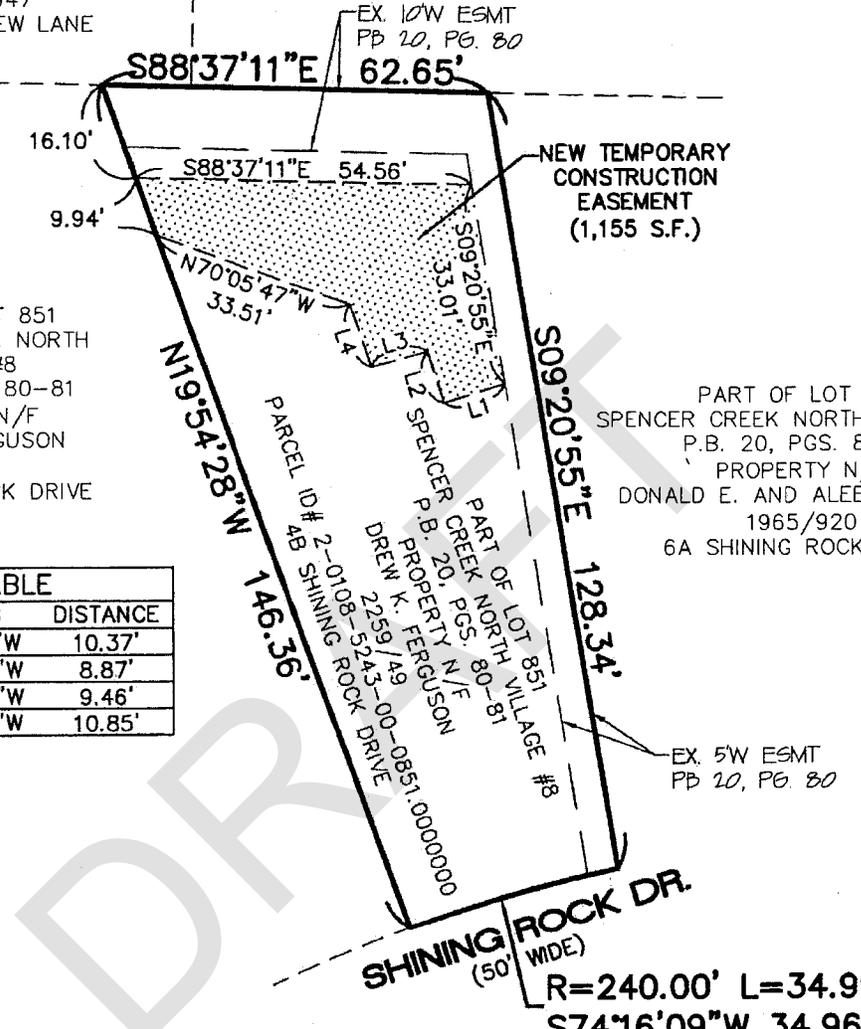
INITIALS:

PROJECT	15-16533C
FILE	PAR2-TCE

A TRACT OF LAND BEING PART OF
LOT 851 OF "SPENCER CREEK-
NORTH VILLAGE PLAT 8", AS RECORDED
IN PLAT BOOK 20 PAGES 80-81,
OF ST. CHARLES COUNTY RECORDS
ST. CHARLES COUNTY, MISSOURI



4-25-16



Permanent Drainage Easement Agreement

This Agreement, made and entered into as of the _____ day of _____, 2016, by and between Donald E. Ford and Aleen S. Ford, husband and wife, whose mailing address is 6A Shining Rock 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 **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.

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

GRANTOR:

By: Donald E. Ford
Donald E. Ford, owner

By: Aleen S. Ford
Aleen S. Ford, owner

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

On this 15th day of AUGUST, 2016, before me personally appeared DONALD E. FORD, 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:



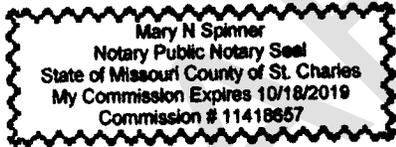
STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this 15th day of AUGUST, 2016, before me personally appeared ALEEN S. FORD, 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:



DRAFT

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:

LOT 627
CARRINGTON ESTATES
P.B. 30, PGS. 116-119

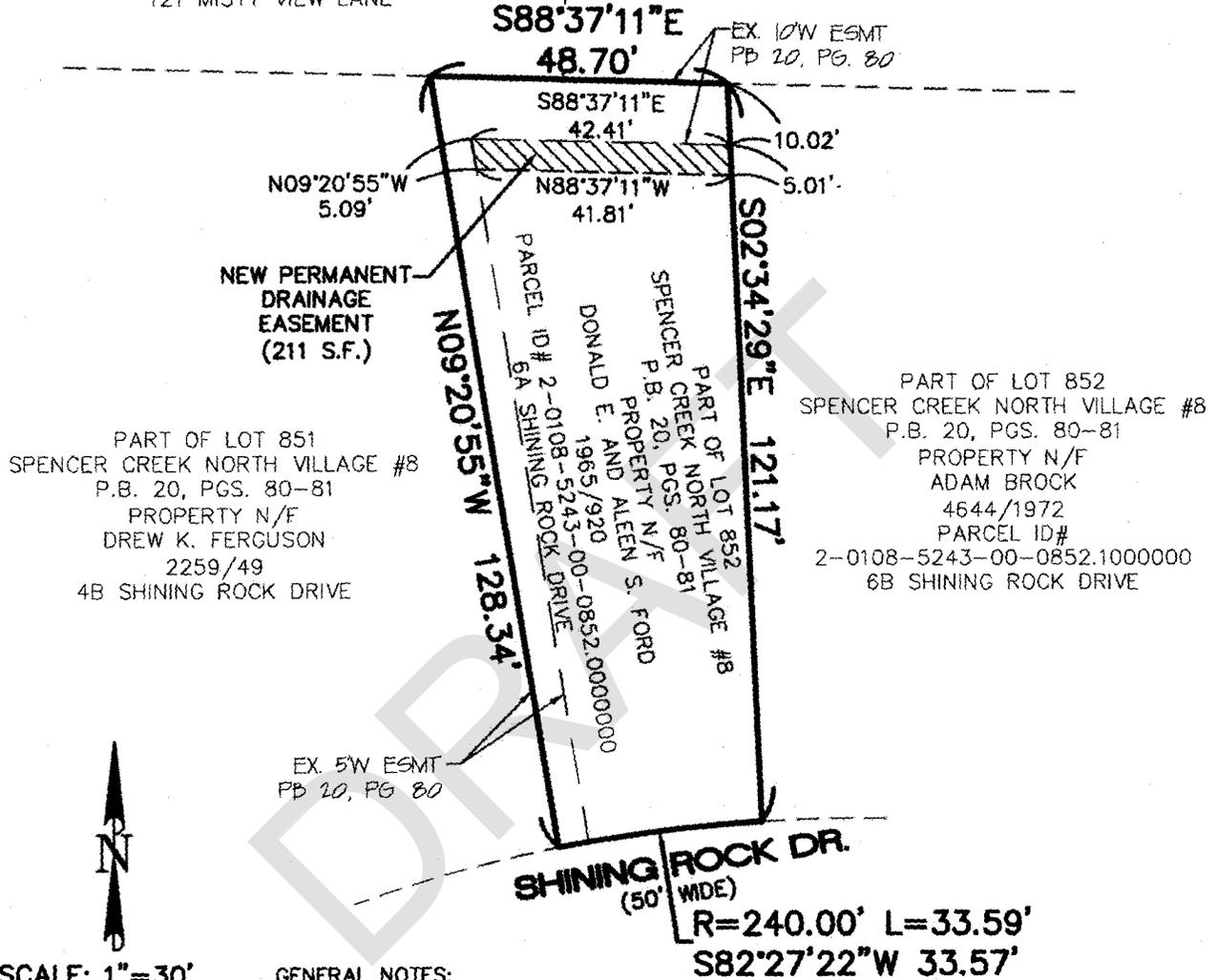
PROPERTY N/F
RUSSELL A. AND CHARLENE L. VOSSENKEMPER
1397/1620

121 MISTY VIEW LANE

LOT 628
CARRINGTON ESTATES
P.B. 30, PGS. 116-119

PROPERTY N/F
JAMES H. AND BRIDGETT L. MYERS
1412/1929

123 MISTY VIEW LANE



SCALE: 1"=30'

GENERAL NOTES:

1. BASIS OF BEARINGS ADOPTED FROM THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, EAST ZONE, GRID NORTH.
2. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

EXHIBIT A	
DATE	04/25/16
DRAWN	EB

PERMANENT DRAINAGE EASEMENT	
------------------------------------	--

INITIALS:	
PROJECT	15-16533C
FILE	PAR3-PDE

A TRACT OF LAND BEING PART OF
LOT 852 OF "SPENCER CREEK-
NORTH VILLAGE PLAT 8", AS RECORDED
IN PLAT BOOK 20 PAGES 80-81,
OF ST. CHARLES COUNTY RECORDS
ST. CHARLES COUNTY, MISSOURI

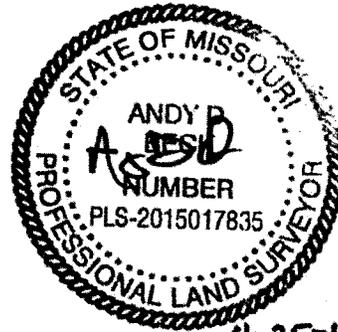


LAND DESCRIPTION
211 SQ. FT.
APRIL 25, 2016
BAX PROJECT NO. 15-16533C
MLR

PERMANENT DRAINAGE EASEMENT
DONALD E. AND ALEEN S. FORD
1965/920
2-0108-5243-00-0852.0

A TRACT OF LAND BEING PART OF LOT 852 OF "SPENCER CREEK-NORTH VILLAGE PLAT 8", AS RECORDED IN PLAT BOOK 20 PAGES 80-81 OF THE ST. CHARLES COUNTY RECORDS, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF PROPERTY CONVEYED TO DONALD E. FORD AND ALEEN S. FORD BY DEED RECORDED IN DEED BOOK 1965 PAGE 920 OF SAID RECORDS, WITH THE SOUTH LINE OF LOT 628 OF "CARRINGTON ESTATES", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 30 PAGES 116-119 OF SAID RECORDS; THENCE ALONG SAID EAST LINE OF SAID FORD PROPERTY, SOUTH 02 DEGREES 34 MINUTES 29 SECONDS EAST 10.02 FEET TO THE SOUTH LINE OF A 10 FEET WIDE EASEMENT RECORDED IN PLAT BOOK 20 PAGES 80-81 OF SAID RECORDS, SAID POINT ALSO BEING THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND DESCRIBED HEREIN; THENCE CONTINUING ALONG SAID EAST LINE OF THE FORD PROPERTY, SOUTH 02 DEGREES 34 MINUTES 29 SECONDS EAST 5.01 FEET TO A POINT; THENCE LEAVING SAID EAST LINE OF THE FORD PROPERTY, NORTH 88 DEGREES 37 MINUTES 11 SECONDS WEST 41.81 FEET TO THE EAST LINE OF A 5 FEET WIDE EASEMENT RECORDED IN PLAT BOOK 20 PAGES 80-81 OF SAID RECORDS; THENCE ALONG SAID EAST LINE OF A 5 FEET WIDE EASEMENT, NORTH 09 DEGREES 20 MINUTES 55 SECONDS WEST 5.09 FEET TO THE AFORESAID SOUTH LINE OF A 10 FEET WIDE EASEMENT AS RECORDED IN PLAT BOOK 20 PAGE 80-81 OF SAID RECORDS; THENCE ALONG SAID SOUTH LINE OF A 10 FEET WIDE EASEMENT, SOUTH 88 DEGREES 37 MINUTES 11 SECONDS EAST 42.41 FEET TO THE POINT OF BEGINNING AND CONTAINING 211 SQUARE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING APRIL, 2016.



4-25-16

Temporary Construction Easement Agreement

This Instrument, Made and entered into this _____ day of _____, 2016, by and between Donald E. Ford and Aleen S. Ford, husband and wife, whose mailing address is 6A Shining Rock 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 **Shining Rock Stormwater Project #P-24** 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 **Shining Rock Stormwater Project #P-24** 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:

Donald E. Ford
Donald E. Ford, owner

Aleen S. Ford
Aleen S. Ford, owner

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

On this 15th day of AUGUST, 2016, before me personally appeared DONALD E. FORD, 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 15th day of AUGUST, 2016, before me personally appeared ALEEN S. FORD, 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.

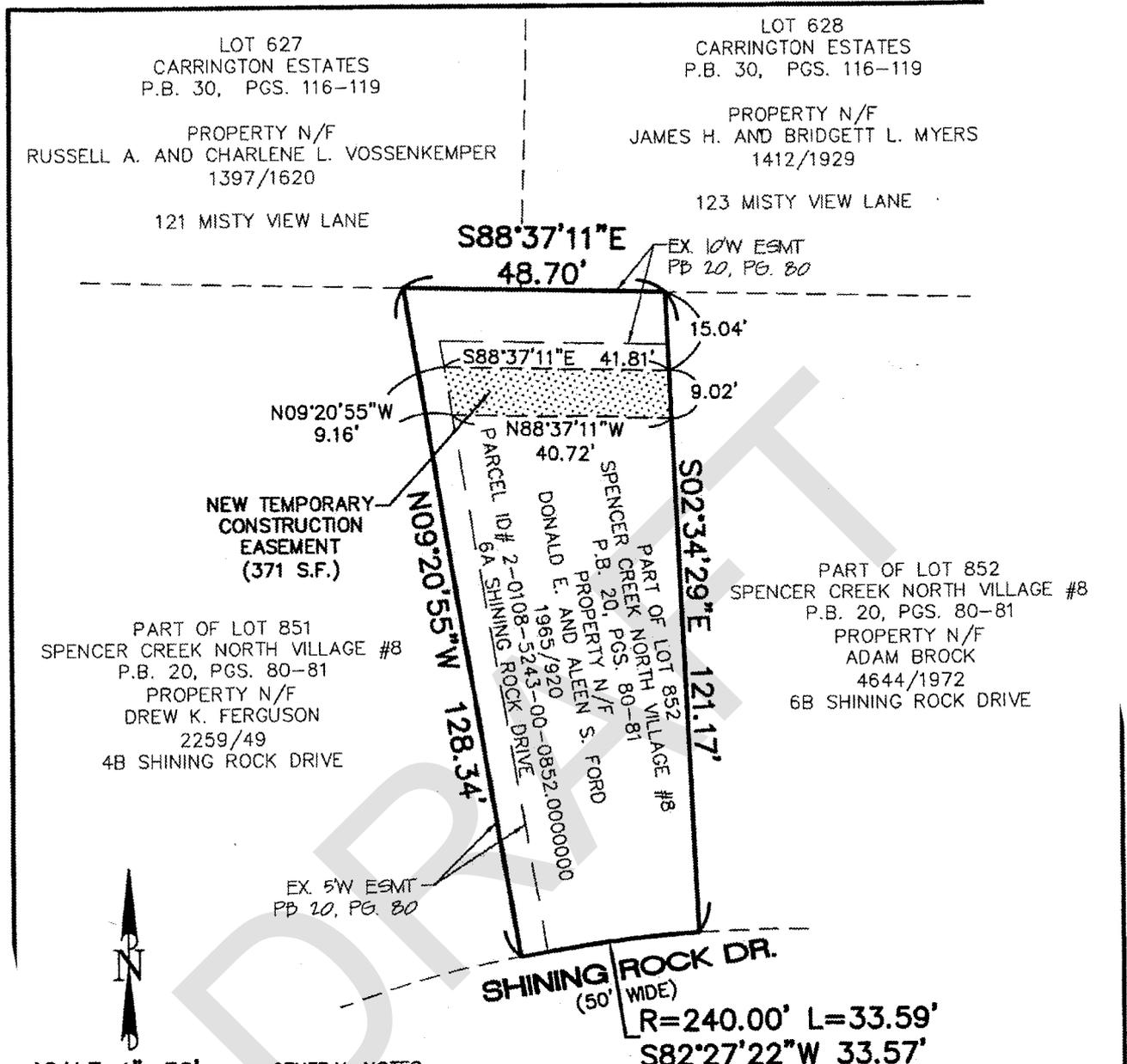
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Mary N Spinner
Notary

My Commission Expires:



DRAFT



SCALE: 1"=30'

GENERAL NOTES:

1. BASIS OF BEARINGS ADOPTED FROM THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, EAST ZONE, GRID NORTH.
2. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

EXHIBIT A		INITIALS:	
DATE	04/25/16	PROJECT	15-16533C
BY	EB	FILE	PAR3-TCE
TEMPORARY CONSTRUCTION EASEMENT			

A TRACT OF LAND BEING PART OF LOT 852 OF "SPENCER CREEK-NORTH VILLAGE PLAT 8", AS RECORDED IN PLAT BOOK 20 PAGES 80-81, OF ST. CHARLES COUNTY RECORDS ST. CHARLES COUNTY, MISSOURI

STATE OF MISSOURI
 ANDY D. [Signature]
 NUMBER
 PLS-2015017835
 PROFESSIONAL LAND SURVEYOR
 4-25-16

Permanent Drainage Easement Agreement

This Agreement, made and entered into as of the _____ day of _____, 2016, by and between Jana L. Kolthoff, whose mailing address is P.O. Box 671, 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 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

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:

LOT 628
CARRINGTON ESTATES
P.B. 30, PGS. 116-119

PROPERTY N/F
JAMES H. AND BRIDGETT L. MYERS
1412/1929

123 MISTY VIEW LANE

S88°37'11"E
37.74'

EX. 10'W ESMT
PB 20, PG. 80

S88°37'11"E
37.70'

10.00'

5.00'

N88°37'11"W
37.68'

5.00'

NEW PERMANENT
DRAINAGE
EASEMENT
(188 S.F.)

PART OF LOT 852
SPENCER CREEK NORTH VILLAGE #8
P.B. 20, PGS. 80-81

PROPERTY N/F
ADAM BROCK
4644/1972

6B SHINING ROCK DRIVE

N01°22'49"E 120.00'

PART OF LOT 853
SPENCER CREEK NORTH VILLAGE #8
P.B. 20, PGS. 80-81

PROPERTY N/F
TYLER AND REBECCA JONES
5572/1941

PARCEL ID# 2-0108-5243-00-0853.0000000
8 SHINING ROCK DRIVE

S01°36'22"W 120.00'

PART OF LOT 853
SPENCER CREEK NORTH VILLAGE #8
P.B. 20, PGS. 80-81

PROPERTY N/F
JOANNA L. SAUNDERS
5984/1287

PARCEL ID#
2-0108-5243-00-0853.1000000
8 SHINING ROCK DRIVE

SHINING ROCK DR.
(50' WIDE)

N88°37'11"W
37.27'



SCALE: 1"=30'

GENERAL NOTES:

1. BASIS OF BEARINGS ADOPTED FROM THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, EAST ZONE, GRID NORTH.
2. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

EXHIBIT A

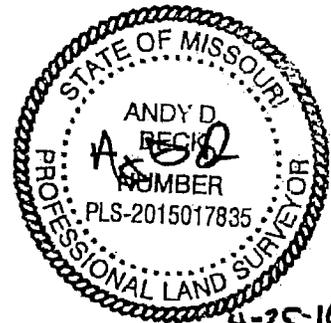
DATE	04/25/16
DRAWN	EB

PERMANENT DRAINAGE EASEMENT

INITIALS:

PROJECT	15-16533C
FILE	PAR5-PDE

A TRACT OF LAND BEING PART OF
LOT 853 OF "SPENCER CREEK-
NORTH VILLAGE PLAT 8", AS RECORDED
IN PLAT BOOK 20 PAGES 80-81,
OF ST. CHARLES COUNTY RECORDS
ST. CHARLES COUNTY, MISSOURI



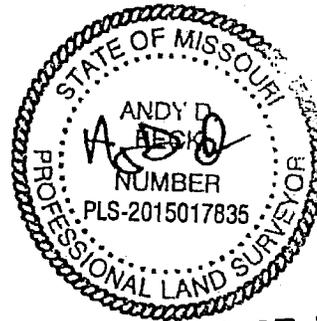
LAND DESCRIPTION
188 SQ. FT.
APRIL 25, 2016
BAX PROJECT NO. 15-16533C
MLR

EXHIBIT B

PERMANENT DRAINAGE EASEMENT
TYLER AND REBECCA JONES
5572/1941
2-0108-5243-00-0853.0000000

A TRACT OF LAND BEING PART OF LOT 853 OF "SPENCER CREEK-NORTH VILLAGE PLAT 8", AS RECORDED IN PLAT BOOK 20 PAGES 80-81 OF THE ST. CHARLES COUNTY RECORDS, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF PROPERTY CONVEYED TO TYLER JONES AND REBECCA JONES BY DEED RECORDED IN DEED BOOK 5572 PAGE 1941 OF SAID RECORDS, WITH THE SOUTH LINE OF LOT 628 OF "CARRINGTON ESTATES", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 30 PAGES 116-119 OF SAID RECORDS; THENCE ALONG SAID EAST LINE OF THE JONES PROPERTY, SOUTH 01 DEGREES 36 MINUTES 22 SECONDS WEST 10.00 FEET TO THE SOUTH LINE OF A 10 FEET WIDE EASEMENT AS RECORDED IN PLAT BOOK 20 PAGES 80-81 OF SAID RECORDS, SAID POINT ALSO BEING THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND DESCRIBED HEREIN; THENCE CONTINUING ALONG SAID EAST LINE OF JONES PROPERTY, SOUTH 01 DEGREES 36 MINUTES 22 SECONDS WEST 5.00 FEET TO A POINT; THENCE LEAVING SAID EAST LINE OF JONES PROPERTY, NORTH 88 DEGREES 37 MINUTES 11 SECONDS WEST 37.68 FEET TO A POINT IN THE WEST LINE OF SAID JONES PROPERTY; THENCE ALONG SAID WEST LINE OF THE JONES PROPERTY, NORTH 01 DEGREES 22 MINUTES 49 SECONDS EAST 5.00 FEET TO THE AFORESAID SOUTH LINE OF A 10 FEET WIDE EASEMENT RECORDED IN PLAT BOOK 20 PAGES 80-81 OF SAID RECORDS; THENCE ALONG THE SOUTH LINE A 10 FEET WIDE EASEMENT, SOUTH 88 DEGREES 37 MINUTES 11 SECONDS EAST 37.70 FEET TO THE POINT OF BEGINNING AND CONTAINING 188 SQUARE FEET ACCORDING TO CALCULATIONS MADE BY BAX ENGINEERING COMPANY DURING APRIL, 2016.



4-25-16

Temporary Construction Easement Agreement

This Instrument, Made and entered into this _____ day of _____, 2016, by and between Jana L. Kolthoff, a single person, whose mailing address is P.O. Box 671, 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 **Shining Rock Stormwater Project #P-24** 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 **Shining Rock Stormwater Project #P-24** 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.

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:

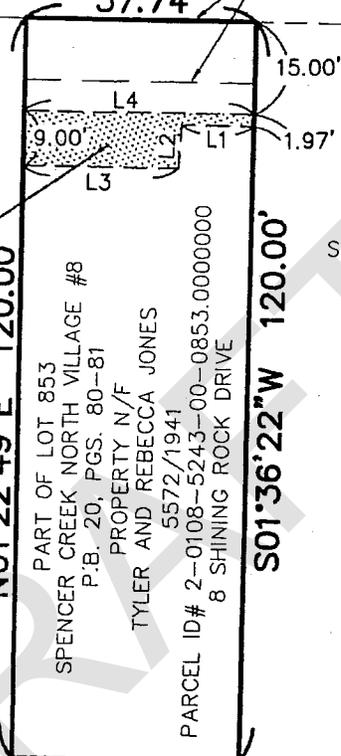
LOT 628
CARRINGTON ESTATES
P.B. 30, PGS. 116-119

PROPERTY N/F
JAMES H. AND BRIDGETT L. MYERS
1412/1929

123 MISTY VIEW LANE

S88°37'11"E
37.74'

EX. 10'W ESMT
PB 20, PG. 80



NEW TEMPORARY
CONSTRUCTION
EASEMENT
(255 S.F.)

PART OF LOT 852
SPENCER CREEK NORTH VILLAGE #8
P.B. 20, PGS. 80-81

PROPERTY N/F
ADAM BROCK
4644/1972

6B SHINING ROCK DRIVE

N01°22'49"E 120.00'

PART OF LOT 853
SPENCER CREEK NORTH VILLAGE #8
P.B. 20, PGS. 80-81

PROPERTY N/F
TYLER AND REBECCA JONES

5572/1941
PARCEL ID# 2-0108-5243-00-0853.0000000
8 SHINING ROCK DRIVE

S01°36'22"W 120.00'

PART OF LOT 853
SPENCER CREEK NORTH VILLAGE #8
P.B. 20, PGS. 80-81

PROPERTY N/F
JOANNA L. SAUNDERS
5984/1287
PARCEL ID#
2-0108-5243-00-0853.1000000
8 SHINING ROCK DRIVE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°23'38"W	11.80'
L2	S04°19'04"W	7.09'
L3	N88°37'11"W	25.51'
L4	S88°37'11"E	37.68'



SHINING ROCK DR.
(50' WIDE)

N88°37'11"W
37.27'

SCALE: 1"=30'

GENERAL NOTES:

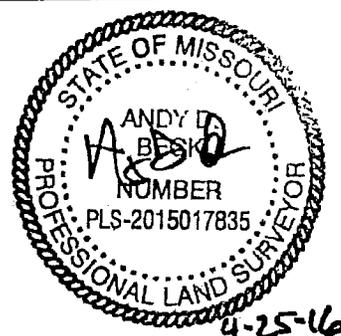
1. BASIS OF BEARINGS ADOPTED FROM THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, EAST ZONE, GRID NORTH.
2. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

EXHIBIT A	
DATE	04/25/16
DRAWN	EB

TEMPORARY CONSTRUCTION EASEMENT

INITIALS:	
PROJECT	15-16533C
FILE	PAR5-TCE

A TRACT OF LAND BEING PART OF
LOT 853 OF "SPENCER CREEK-
NORTH VILLAGE PLAT 8", AS RECORDED
IN PLAT BOOK 20 PAGES 80-81,
OF ST. CHARLES COUNTY RECORDS
ST. CHARLES COUNTY, MISSOURI



Permanent Drainage Easement Agreement

This Agreement, made and entered into as of the _____ day of _____, 2016, by and between Joanna L. Saunders, whose mailing address is 218 Lark Hill Lane, Ballwin Missouri 63021, 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.

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

GRANTOR:

By: *Joanna L. Saunders*
Joanna L. Saunders, owner

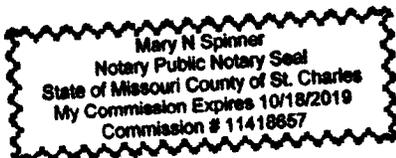
STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this 19th day of OCTOBER, 2016, before me personally appeared JOANNA L. SAUNDERS, 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.

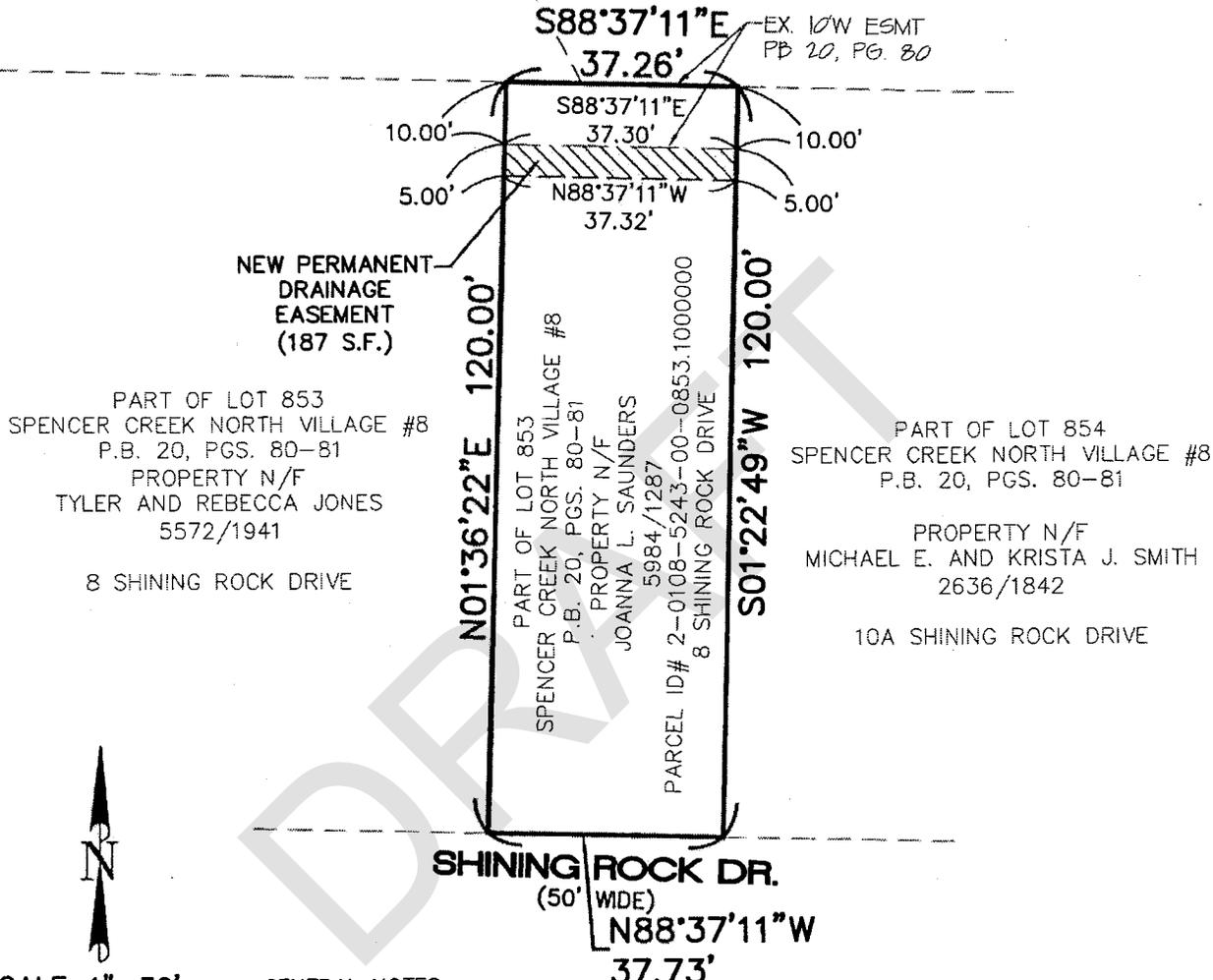
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

LOT 628
 CARRINGTON ESTATES
 P.B. 30, PGS. 116-119
 PROPERTY N/F
 JAMES H. AND BRIDGETT L. MYERS
 1412/1929
 123 MISTY VIEW LANE

LOT 629
 CARRINGTON ESTATES
 P.B. 30, PGS. 116-119
 PROPERTY N/F
 PATRICIA ANN WHITE
 3927/2074
 125 MISTY VIEW LANE



SCALE: 1"=30'

GENERAL NOTES:

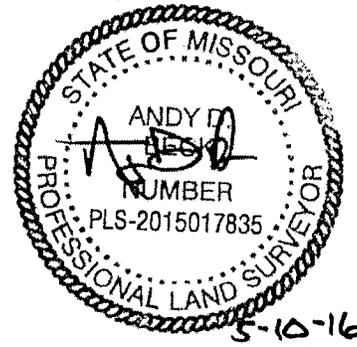
1. BASIS OF BEARINGS ADOPTED FROM THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, EAST ZONE, GRID NORTH.
2. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

EXHIBIT A	
DATE	05/09/16
DRAWN	EB

PERMANENT DRAINAGE EASEMENT

INITIALS:	
PROJECT	15-16533C
FILE	PAR6-PDE

A TRACT OF LAND BEING PART OF
 LOT 853 OF "SPENCER CREEK
 NORTH VILLAGE #8", AS RECORDED
 IN PLAT BOOK 20 PAGES 80-81,
 OF ST. CHARLES COUNTY RECORDS
 ST. CHARLES COUNTY, MISSOURI

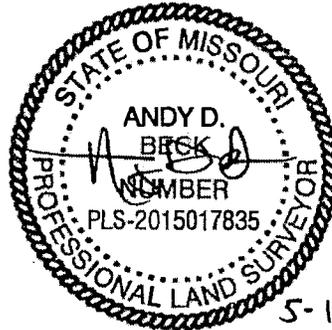


LAND DESCRIPTION
187 SQ. FT.
MAY 11, 2016
BAX PROJECT NO. 15-16533C
MLR

PERMANENT DRAINAGE EASEMENT
JOANNA L. SAUNDERS
5984/1287
2-0108-5243-00-0853.1000000

A TRACT OF LAND BEING PART OF LOT 853 OF "SPENCER CREEK NORTH VILLAGE PLAT 8", AS RECORDED IN PLAT BOOK 20 PAGES 80-81 OF THE ST. CHARLES COUNTY RECORDS, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 853; THENCE ALONG THE EAST LINE OF SAID LOT 853, SOUTH 01 DEGREES 22 MINUTES 49 SECONDS WEST 10.00 FEET TO THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND DESCRIBED HEREIN; THENCE CONTINUING ALONG SAID EAST LINE OF LOT 853, SOUTH 01 DEGREES 22 MINUTES 49 SECONDS WEST 5.00 FEET TO A POINT; THENCE LEAVING SAID EAST LINE OF LOT 853, NORTH 88 DEGREES 37 MINUTES 11 SECONDS WEST 37.32 FEET TO A POINT IN THE WEST LINE OF PROPERTY CONVEYED TO JOANNA L. SAUNDERS BY DEED RECORDED IN DEED BOOK 5984 PAGE 1287 OF SAID RECORDS; THENCE ALONG THE WEST LINE OF SAID SAUNDERS PROPERTY, NORTH 01 DEGREES 36 MINUTES 22 SECONDS EAST 5.00 FEET TO A POINT IN THE SOUTH LINE OF A 10 FEET WIDE EASEMENT RECORDED IN PLAT BOOK 20 PAGE 80-81 OF SAID RECORDS; THENCE ALONG SAID SOUTH LINE OF A 10 FEET WIDE EASEMENT, SOUTH 88 DEGREES 37 MINUTES 11 SECONDS EAST 37.30 FEET TO THE POINT OF BEGINNING AND CONTAINING 187 SQUARE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING MAY, 2016.



Temporary Construction Easement Agreement

This Instrument, Made and entered into this _____ day of _____, 2016, by and between Joanna L. Saunders, whose mailing address is 218 Lark Hill Drive, Ballwin, Missouri 63021, 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 **Shining Rock Stormwater Project #P-24** 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 **Shining Rock Stormwater Project #P-24** 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.

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 628
CARRINGTON ESTATES
P.B. 30, PGS. 116-119

PROPERTY N/F
JAMES H. AND BRIDGETT L. MYERS
1412/1929

123 MISTY VIEW LANE

LOT 629
CARRINGTON ESTATES
P.B. 30, PGS. 116-119

PROPERTY N/F
PATRICIA ANN WHITE
3927/2074

125 MISTY VIEW LANE

S88°37'11"E
37.26' EX. 10W ESMT
PB 20, PG 80

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°36'53"W	26.94'
L2	N01°22'49"E	5.00'
L3	S88°37'11"E	26.94'

PART OF LOT 853
SPENCER CREEK NORTH VILLAGE #8
P.B. 20, PGS. 80-81

PROPERTY N/F
TYLER AND REBECCA JONES
5572/1941

8 SHINING ROCK DRIVE

N01°36'22"E 120.00'

PART OF LOT 853
SPENCER CREEK NORTH VILLAGE #8
P.B. 20, PGS. 80-81

PROPERTY N/F
JOANNA L. SAUNDERS
5984/1287

PARCEL ID# 2-0108-5243-00-0853.10000000
8 SHINING ROCK DRIVE

S01°22'49"W 120.00'

NEW TEMPORARY
CONSTRUCTION
EASEMENT
(135 S.F.)

PART OF LOT 854
SPENCER CREEK NORTH VILLAGE #8
P.B. 20, PGS. 80-81

PROPERTY N/F
MICHAEL E. AND KRISTA J. SMITH
2636/1842

10A SHINING ROCK DRIVE



SHINING ROCK DR.
(50' WIDE)
N88°37'11"W
37.73'

SCALE: 1"=30'

GENERAL NOTES:

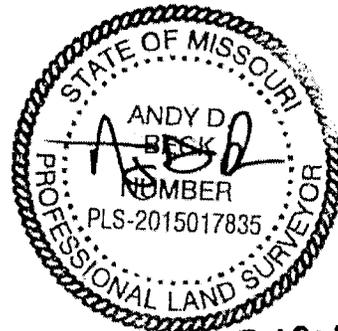
1. BASIS OF BEARINGS ADOPTED FROM THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, EAST ZONE, GRID NORTH.
2. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

EXHIBIT A	
DATE	05/09/16
DRAWN	EB

TEMPORARY CONSTRUCTION EASEMENT

INITIALS:	
PROJECT	15-16533C
FILE	PAR6-TCE

A TRACT OF LAND BEING PART OF
LOT 853 OF "SPENCER CREEK
NORTH VILLAGE #8", AS RECORDED
IN PLAT BOOK 20 PAGES 80-81,
OF ST. CHARLES COUNTY RECORDS
ST. CHARLES COUNTY, MISSOURI



5-10-16

Temporary Construction Easement Agreement

This Instrument, Made and entered into this 27 day of July, 2016, by and between Michael E. Smith and Krista J. Smith, husband and wife, whose mailing address is 10A Shining Rock 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 **Shining Rock Stormwater Project #P-24** 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 **Shining Rock Stormwater Project #P-24** 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.

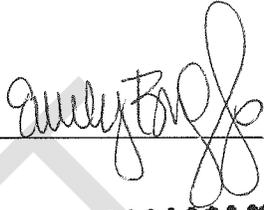
All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

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 27th day of July, 2016, before me personally appeared KRISTA J. SMITH, 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: 11-25-2018

DRAFT

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 629
CARRINGTON ESTATES
P.B. 30, PGS. 116-119

PROPERTY N/F
PATRICIA ANN WHITE
3927/2074

125 MISTY VIEW LANE

EX. 10'W ESMT
PD 20, PG. 80

S88°37'11"E
37.03'

10.00' S88°37'11"E
37.03'

10.00' 10.06'

N88°31'46"W
37.03'

NEW TEMPORARY
CONSTRUCTION
EASEMENT
(371 S.F.)

PART OF LOT 853
SPENCER CREEK NORTH VILLAGE #8
P.B. 20, PGS. 80-81
PROPERTY N/F
JOANNA L. SAUNDERS
5984/1287
8 SHINING ROCK DRIVE

N01°22'49"E 120.00'

PART OF LOT 854
SPENCER CREEK NORTH VILLAGE #8
P.B. 20, PGS. 80-81
PROPERTY N/F
MICHAEL E. AND KRISTA J. SMITH
2636/1842
PARCEL ID# 2-0108-5243-00-0854.00000000
10A SHINING ROCK DRIVE

S01°22'49"W 120.00'

PART OF LOT 854
SPENCER CREEK NORTH VILLAGE #8
P.B. 20, PGS. 80-81

PROPERTY N/F
RUDOLF BIERI
6089/629

10 SHINING ROCK DRIVE

SHINING ROCK DR.
(50' WIDE)

N88°37'15"W
37.03'



SCALE: 1"=30'

GENERAL NOTES:

1. BASIS OF BEARINGS ADOPTED FROM THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, EAST ZONE, GRID NORTH.
2. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

EXHIBIT A

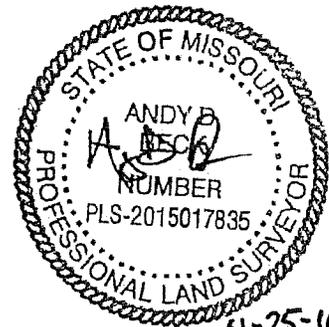
INITIALS:

DATE	04/25/16
DRAWN	EB

TEMPORARY CONSTRUCTION EASEMENT

PROJECT	15-16533C
FILE	PAR7-TCE

A TRACT OF LAND BEING PART OF
LOT 854 OF "SPENCER CREEK-
NORTH VILLAGE PLAT 8", AS RECORDED
IN PLAT BOOK 20 PAGES 80-81,
OF ST. CHARLES COUNTY RECORDS
ST. CHARLES COUNTY, MISSOURI



Temporary Construction Easement Agreement

This Instrument, Made and entered into this _____ day of _____, 2016, by and between Gary C. Westhoff and Suzanne Westhoff, husband and wife, whose mailing address is 12B Shining Rock 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 **Shining Rock Stormwater Project #P-24** 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 **Shining Rock Stormwater Project #P-24** 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:

Gary C. Westhoff
Gary C. Westhoff, owner

Suzanne Westhoff
Suzanne Westhoff, owner

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

On this 1st day of AUGUST, 2016, before me personally appeared GARY C. WESTHOFF, 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:



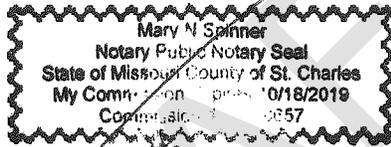
STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this 1st day of AUGUST, 2016, before me personally appeared SUZANNE WESTHOFF, 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:



DRAFT

LOT 774
 CARRINGTON ESTATES ADDITION
 P.B. 30, PG. 158

PROPERTY N/F
 SANDRA R. STILL
 2613/281

38 RIVER BOAT DRIVE

S88°29'46"E
 49.79'

EX. 10W ESMT
 PB 20, PG. 80

10.00'
 S88°29'46"E
 25.00'
 10.03'

NEW TEMPORARY
 CONSTRUCTION
 EASEMENT
 (125 S.F.)

S69°39'34"W
 26.95'

PART OF LOT 855
 SPENCER CREEK NORTH VILLAGE #8
 P.B. 20, PGS. 80-81
 PROPERTY N/F
 PATRICIA A. ALLEN
 4272/1694

12A SHINING ROCK DRIVE

N01°36'22"E 119.84'

PART OF LOT 855
 SPENCER CREEK NORTH VILLAGE #8
 P.B. 20, PGS. 80-81

PROPERTY N/F
 GARY C. AND SUZANNE WESTHOFF
 1818/1052
 PARCEL ID# 2-0108-5243-00-0855.00000000
 12B SHINING ROCK DRIVE

S01°30'24"W 99.78'

RIVER BOAT DRIVE
 (50' WIDE)

N88°37'11"W
 30.04'

SHINING ROCK DR.
 (50' WIDE)



SCALE: 1"=30'

GENERAL NOTES:

1. BASIS OF BEARINGS ADOPTED FROM THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, EAST ZONE, GRID NORTH.
2. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

EXHIBIT A

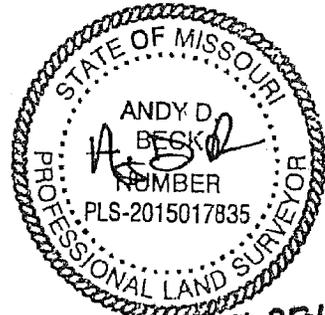
DATE	04/25/16
DRAWN	EB

TEMPORARY CONSTRUCTION EASEMENT

INITIALS:

PROJECT	15-16533C
FILE	PAR10-TCE

A TRACT OF LAND BEING PART OF
 LOT 855 OF "SPENCER CREEK-
 NORTH VILLAGE PLAT 8", AS RECORDED
 IN PLAT BOOK 20 PAGES 80-81,
 OF ST. CHARLES COUNTY RECORDS
 ST. CHARLES COUNTY, MISSOURI



Permanent Drainage Easement Agreement

This Agreement, made and entered into as of the 8 day of August, 2016, by and between Patricia Ann White, whose mailing address is 125 Misty View Lane, 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 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.

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

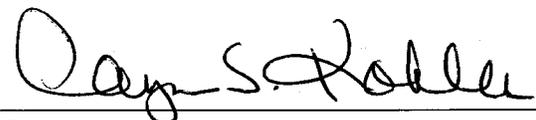
GRANTOR:

By: 
(Patricia Ann White, owner

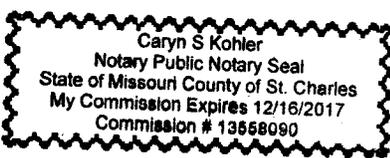
STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this 8 day of August, 2016, before me personally appeared PATRICIA ANN WHITE, 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: 12/16/2017



GRANTEE:

CITY OF ST. PETERS MISSOURI
a Missouri municipal corporation

By: _____
Russell W. Batzel, City Administrator

SEAL

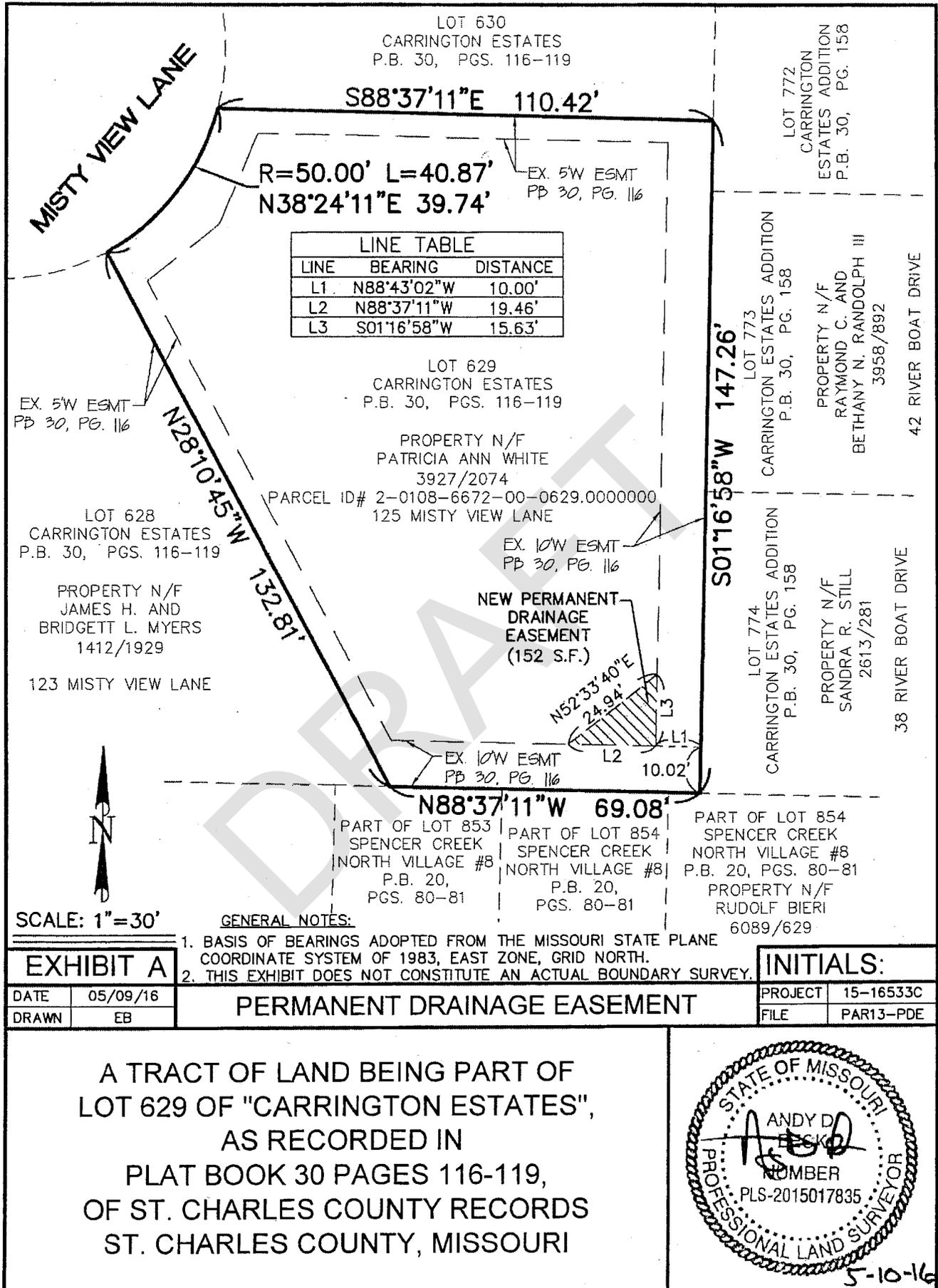
STATE OF MISSOURI }
 }SS.
COUNTY OF ST, CHARLES }

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:



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°43'02"W	10.00'
L2	N88°37'11"W	19.46'
L3	S01°16'58"W	15.63'

EX. 5W ESMT
PB 30, PG. 116

EX. 5W ESMT
PB 30, PG. 116

LOT 629
CARRINGTON ESTATES
P.B. 30, PGS. 116-119

PROPERTY N/F
PATRICIA ANN WHITE
3927/2074

PARCEL ID# 2-0108-6672-00-0629.0000000
125 MISTY VIEW LANE

EX. 10W ESMT
PB 30, PG. 116

NEW PERMANENT
DRAINAGE
EASEMENT
(152 S.F.)

LOT 628
CARRINGTON ESTATES
P.B. 30, PGS. 116-119

PROPERTY N/F
JAMES H. AND
BRIDGETT L. MYERS
1412/1929

123 MISTY VIEW LANE

LOT 772
CARRINGTON
ESTATES ADDITION
P.B. 30, PG. 158

PROPERTY N/F
RAYMOND C. AND
BETHANY N. RANDOLPH III
3958/892

42 RIVER BOAT DRIVE

LOT 773
CARRINGTON ESTATES ADDITION
P.B. 30, PG. 158

LOT 774
CARRINGTON ESTATES ADDITION
P.B. 30, PG. 158

PROPERTY N/F
SANDRA R. STILL
2613/281

38 RIVER BOAT DRIVE

PART OF LOT 853
SPENCER CREEK
NORTH VILLAGE #8
P.B. 20,
PGS. 80-81

PART OF LOT 854
SPENCER CREEK
NORTH VILLAGE #8
P.B. 20,
PGS. 80-81

PART OF LOT 854
SPENCER CREEK
NORTH VILLAGE #8
P.B. 20, PGS. 80-81
PROPERTY N/F
RUDOLF BIERI
6089/629

SCALE: 1"=30'

GENERAL NOTES:

1. BASIS OF BEARINGS ADOPTED FROM THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, EAST ZONE, GRID NORTH.
2. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

EXHIBIT A

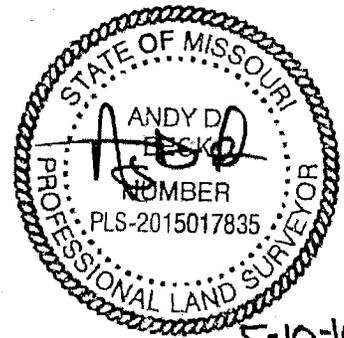
INITIALS:

DATE	05/09/16
DRAWN	EB

PERMANENT DRAINAGE EASEMENT

PROJECT	15-16533C
FILE	PAR13-PDE

A TRACT OF LAND BEING PART OF
LOT 629 OF "CARRINGTON ESTATES",
AS RECORDED IN
PLAT BOOK 30 PAGES 116-119,
OF ST. CHARLES COUNTY RECORDS
ST. CHARLES COUNTY, MISSOURI



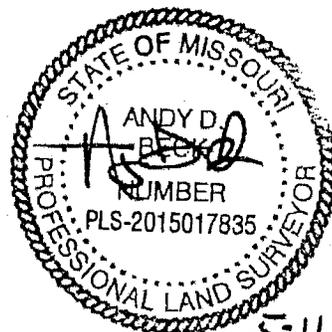
5-10-16

LAND DESCRIPTION
152 SQ. FT.
MAY 11, 2016
BAX PROJECT NO. 15-16533C
MLR

PERMANENT DRAINAGE EASEMENT
PATRICIA ANN WHITE
3927/2074
2-0108-6672-00-0629.0000000

A TRACT OF LAND BEING PART OF LOT 629 OF "CARRINGTON ESTATES", AS RECORDED IN PLAT BOOK 30 PAGES 116-119 OF THE ST. CHARLES COUNTY RECORDS, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID LOT 629 WITH THE NORTH LINE OF LOT 854 OF "SPENCER CREEK-NORTH VILLAGE PLAT 8", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 20 PAGES 80-81 OF SAID RECORDS; THENCE ALONG THE EAST LINE OF LOT 629, NORTH 01 DEGREES 16 MINUTES 58 SECONDS EAST 10.02 FEET TO A POINT; THENCE LEAVING SAID EAST LINE OF LOT 629, NORTH 88 DEGREES 43 MINUTES 02 SECONDS WEST 10.00 FEET TO A POINT IN THE NORTH LINE OF A 10 FEET WIDE EASEMENT RECORDED IN PLAT BOOK 30 PAGES 116-119 OF SAID RECORDS, SAID POINT ALSO BEING THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND DESCRIBED HEREIN; THENCE ALONG SAID NORTH LINE OF A 10 FEET WIDE EASEMENT, NORTH 88 DEGREES 37 MINUTES 11 SECONDS WEST 19.46 FEET TO A POINT; THENCE LEAVING SAID NORTH LINE OF A 10 FEET WIDE EASEMENT, NORTH 52 DEGREES 33 MINUTES 40 SECONDS EAST 24.94 FEET TO A POINT IN THE WEST LINE OF A 10 FEET WIDE EASEMENT RECORDED IN PLAT BOOK 30 PAGES 116-119 OF SAID RECORDS; THENCE ALONG SAID WEST LINE OF A 10 FEET WIDE EASEMENT, SOUTH 01 DEGREES 16 MINUTES 58 SECONDS WEST 15.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 152 SQUARE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING MAY, 2016.



Temporary Construction Easement Agreement

This Instrument, Made and entered into this 8 day of August, 2016, by and between Patricia Ann White, whose mailing address is 125 Misty View Lane, 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**.

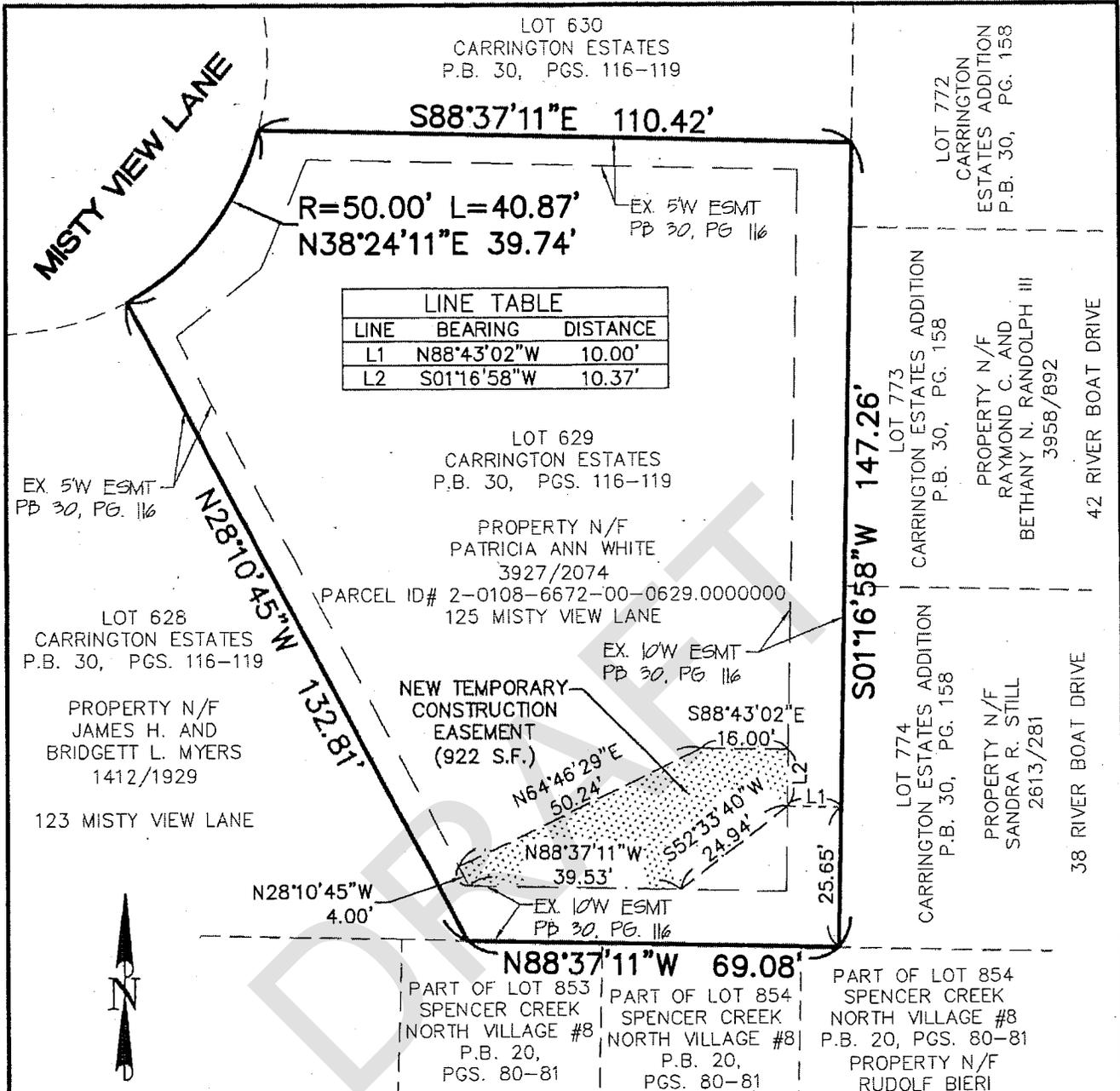
Witnesseth, that the said GRANTOR, for and in consideration of the sum of \$1.00 and other good and valuable consideration paid by the said GRANTEE, the receipt and sufficiency of which is hereby acknowledged, do by these presents *Grant* unto the said GRANTEE,

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 **Shining Rock Stormwater Project #P-24** 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 **Shining Rock Stormwater Project #P-24** 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.



SCALE: 1"=30'

GENERAL NOTES:

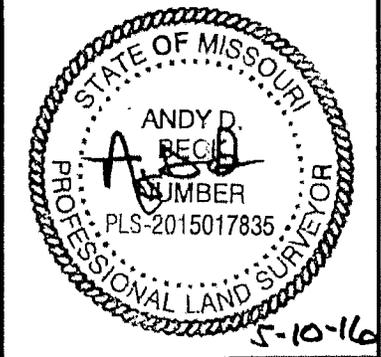
1. BASIS OF BEARINGS ADOPTED FROM THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, EAST ZONE, GRID NORTH.
2. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

EXHIBIT A	
DATE	05/09/16.
DRAWN	EB

TEMPORARY CONSTRUCTION EASEMENT

INITIALS:	
PROJECT	15-16533C
FILE	PAR13-TCE

A TRACT OF LAND BEING PART OF
LOT 629 OF "CARRINGTON ESTATES",
AS RECORDED IN
PLAT BOOK 30 PAGES 116-119,
OF ST. CHARLES COUNTY RECORDS
ST. CHARLES COUNTY, MISSOURI



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING FOR MAINTENANCE THE DEDICATION OF CERTAIN SECTIONS OF SIDEWALK AND CERTAIN WATER DISTRIBUTION LINES IN AND/OR CONNECTED WITH THE RESUBDIVISION OF LOTS 2 AND 14 OF JUNGERMANN SUBDIVISION PLAT (COUNTRY CLUB CARWASH AND MOBIL ON THE RUN DEVELOPMENT)

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 sidewalk system of the City of St. Peters, Missouri, certain sections of sidewalk located within City street rights-of-way connected with the Resubdivision of Lots 2 and 14 of Jungermann subdivision plat, a subdivision plat filed for record in Plat Book 48, Page 318 in the office of the Recorder of Deeds of St. Charles County, Missouri, and being within the City of St. Peters, Missouri.

SECTION 2. 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 said Resubdivision of Lots 2 and 14 of Jungermann subdivision plat, so constructed within either the street rights-of-way or utility easements located within said tract of land, 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 540 lineal feet of 8" water main along Jungermann Road and Mexico Road

SECTION 3. The said certain sections of sidewalk identified in Section 1 and said certain water distribution lines identified in Section 2 of this Ordinance shall, from and after the recording of said Instrument of Dedication of Improvements, become part of the sidewalk system and water distribution system of said City in perpetuity. Bluestone Mexico LLC, shall thereafter be relieved from further obligation with respect to the maintenance of said sidewalks and water lines, except as may be contained within the executed Escrow Agreement Guaranteeing Improvement on file with the City.

SECTION 4. 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 Bluestone

Mexico 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 5. 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 6. 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 7. 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 27th day of October, 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

DRAFT

Exhibit A

INSTRUMENT OF DEDICATION OF IMPROVEMENTS

THIS INSTRUMENT is made this 20th day of OCTOBER, 2016, by and between Bluestone Mexico LLC whose mailing address is 2999 Highway K, O'Fallon, MO 63368, GRANTOR, and the City of St. Peters, a Missouri municipal corporation, hereinafter GRANTEE, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376.

WHEREAS, Jungermann-Mexico Corner, LLC, did on the 8th day of March, 2016, file a record in the office of the Recorder of Deeds for St. Charles County, Missouri, a certain plat, the same being the plat of Resubdivision of Lots 2 and 14 of Jungermann subdivision, which plat was recorded in Plat Book 48 Page 318; and

WHEREAS, Bluestone Mexico LLC intends that the sidewalk along with certain waterlines constructed either within public roadway right-of-way or utility easements contained on the Resubdivision of Lots 2 and 14 of Jungermann subdivision plat and constructed as part of the Country Club Carwash and Mobil on the Run development, become part of the public sidewalk and water distribution systems of the City of St. Peters, Missouri; and

WHEREAS, Bluestone Mexico LLC, does hereby dedicate the sidewalks constructed within the Mexico Road and Jungermann Road rights-of-way to become, and hereafter to perpetually remain, part of the sidewalk system of the City of St. Peters, Missouri; and

WHEREAS, Bluestone Mexico LLC, being the owner of all the water lines located and connected with the Country Club Carwash and Mobil on the Run development, does hereby dedicate certain water lines and associated valves connected with the Country Club Carwash and Mobil on the Run development and located within either the rights-of-way of Mexico Road and Jungermann Road or utility easements reflected on said Resubdivision of Lots 2 and 14 of Jungermann subdivision plat to wit:

Approximately 540 lineal feet of 8" water main along Jungermann Road and Mexico Road

to become and hereafter to perpetually remain part of the water distribution system of the City of St. Peters, Missouri.

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 personally appeared Len Pagano, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of St. Peters, a municipal corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the Corporate Seal of said municipal corporation by authority of its Board of Aldermen and said Len Pagano 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 _____

SEAL

My Commission Expires: