

BILL NO.: 4527

ORDINANCE NO.: _____

Introduced by: Council Present

AN ORDINANCE OF THE CITY OF BERKELEY, MISSOURI, AUTHORIZING THE GRANTING AN EASEMENT TO AMEREN UE, AND AUTHORIZING THE MAYOR TO EXECUTE ALL LEGAL DOCUMENTS NECESSARY FOR THE GRANT AND TRANSFER *(The City Council does hereby find and declare that an emergency exists which requires the immediate passage of this ordinance for preservation of the welfare of the citizens of the City of Berkeley.)*

WHEREAS, the City of Berkeley, Missouri, is authorized to own and possess real property and real property rights within City’s corporate limits; and

WHEREAS, the City of Berkeley is the owner of certain real property located at 8340 Frost Avenue within the corporate limits of the City of Berkeley, County of St. Louis, State of Missouri, and

WHEREAS, Ameren UE is requesting a fifteen-foot (15’) wide strip of land being part of Lot A of the commercial areas of Frostwood Plat 9; commonly known as 8340 Frost Avenue.

Now, Therefore, Be it Ordained by the City Council of the City of Berkeley, Missouri, as follows:

Section 1 Council hereby authorizes the Mayor to execute all legal documents necessary to grant the easement to Ameren UE, the perpetual rights and easement to construct, reconstruct, use, operate, maintain, inspect, add to the number of and patrol an electric and communication line or line consisting of poles, guys, anchors, wires, cables, conduits, fixtures, and other appurtenances thereto, including transformers, upon, over, across, and under the following described land in the attached electrical easement agreement along with **Exhibit A**.

Section 2 This Ordinance shall be in full force and effect from and after the date of its passage.

Section 3 The City Council does hereby find and declare that an emergency exists which requires the immediate passage of this ordinance for preservation of the welfare of the citizens of the City of Berkeley.

1st Reading this _____ day of _____ 2017

2nd Reading this _____ day of _____ 2017

3rd Reading, PASSED and APPROVED, this _____ **day of** _____ **2017**

Theodore Hoskins, Mayor

ATTEST:

Deanna L. Jones, City Clerk

Approved As To Form:
Donnell Smith, City Attorney

Final Roll Call:

Mayor Hoskins	Aye	___	Nay	___	Absent	___	Abstain	___
Councilwoman Hoskins	Aye	___	Nay	___	Absent	___	Abstain	___
Councilwoman Kirkland	Aye	___	Nay	___	Absent	___	Abstain	___
Councilwoman Mathison	Aye	___	Nay	___	Absent	___	Abstain	___
Councilman-at-Large McDaniel	Aye	___	Nay	___	Absent	___	Abstain	___
Councilwoman Mitchell	Aye	___	Nay	___	Absent	___	Abstain	___
Councilwoman Williams	Aye	___	Nay	___	Absent	___	Abstain	___

Easement at 8340 Frost Ave to Ameren UE

Electric Easement (MO Corporation)

REMS INFORMATION

Agreement ID: UEC-201703-4412

Project ID: 9047

EASEMENT

(Electric Line)

8340 Frost Avenue
Berkeley, MO
Gateway Division (Berkeley District)

KNOW ALL MEN BY THESE PRESENTS, this _____ day of _____, 20____, that CITY OF BERKELEY, its successors and assigns, whether one or more and whether an individual, individuals, a corporation or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One and No/100^{ths} Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI, a Missouri corporation, its successors, assigns, licensees, agents, lessees, contractors, sub-contractors and tenants (hereinafter "Grantee"), the perpetual right and easement to construct, reconstruct, use, operate, maintain, inspect, add to the number of and patrol an electric and communication line or lines consisting of poles, guys, anchors, wires, cables, conduits, fixtures, and other appurtenances thereto, including transformers, upon, over, across, and under the following described land, in U.S. Surveys 2979 and 2, Township 46 North, Range 6 East, St. Louis County, Missouri, to-wit:

A fifteen (15) foot wide strip of land being part of Lot A of the commercial area of Frostwood Plat 9, a subdivision in U.S. Surveys 2979 and 2, Township 46 North, Range 6 East; as per plat recorded thereof in Plat Book 66, Page 13; as described by deed thereof recorded in Deed Book 20535, Page 671 of the St. Louis County, Missouri, Records.

The strip where the Grantee's facilities shall be located hereunder ("Easement Strip") shall be fifteen (15) feet wide and is shown as hachured on the drawing marked Exhibit "A" hereto attached and made a part hereof.

Parcel ID No. 10J120920

together with all rights reasonably implied by and incidental to the exercise and enjoyment of said easement rights, 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 to trim, control, cut and remove, or cause to be removed, at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, over-hanging branches and other obstructions upon, over and under the surface of said easement area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, or endanger the safety of, said facilities; and the right to license, permit or otherwise agree to the use or occupancy of said easement or any portion thereof of said facilities by any other

person, association or corporation for the purposes hereinabove set out; and with the further right to remove at any time and from time to time any or all of the said line or lines, and appurtenances thereto, located upon, over, across or under said land by virtue hereof.

Grantee shall be responsible for actual damages occurring on the herein described property as a result of the construction, operation, maintenance or repair of Grantee's facilities and shall reimburse the owner thereof for such loss or damages. Grantee shall not be responsible for any indirect, consequential or punitive damages.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the above-described land and has full right and authority validly to grant this easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

IN WITNESS WHEREOF, CITY OF BERKELEY has caused these presents to be signed by its _____.

CITY OF BERKELEY

By: _____
Name: Theodore Hoskins
Title: Mayor

STATE OF MISSOURI }
COUNTY OF _____ } SS

On this _____ day of _____, 20____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF BERKELEY, and that the seal affixed to the foregoing instrument is the city 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 said Mayor acknowledged said instrument to be the free act and deed of said municipality.

My Commission expires _____.

Notary Public

RRW/rst
WR# 21MT666640
redocs\easement\rrw-ease-city of berkeley (8340 frost avenue)
02/23/17

WR 666640	Job Type: *	F Code: *	3/3/2017	Estimate By: JF	Estimate District: 05	Finance Code: 05	Date Staked: *	Highest Voltage: 4kV	Area Map: *	Wunderberg Grid: 09 009	
Customer: Berkeley Police Department				Municipality: *		Feeder: 269-4		Tree Trim #: *		Volume & Page #: 16 #46	Engineer Approval: *
Address: 8340 Frost				CUSTOMER CHARGES? yes - seqa		Revision 0		Ameren		No Scale Ameren NOT to scale	

Exhibit A

print on 8.5x11

sheet 1

secondary wire is omitted for clarity

