

Memorandum
Department of Public Service

To: Mike Herring, CA
From: ^{mos} Mike Geisel, DPS
Date: 7/7/2015
Re: Grant of easement
 Monarch-Chesterfield Levee District



In conjunction with Corps of Engineers maintenance recommendations and anticipated levee improvements, the Monarch-Chesterfield Levee District has requested the grant of a permanent easement on the unprotected side of the Monarch-Chesterfield Levee, at the east end of the Chesterfield Valley Athletic Complex (CVAC). This easement, consisting of .308 acres (13,417 square feet) is proposed between the current levee alignment and its prior (pre-1993) location. This easement is located north of the undeveloped City owned property at the far eastern extent of the CVAC. There are no plans or conceptual public uses of this property. It is simply a remnant of unusable land which resulted from the levee relocation and reconstruction after the 1993 flood.

Specifically, the Corps is desirous of maintaining control of property immediately adjacent to the levee to prevent impediments, structures, and excessive vegetation. The levee district is compensating land owners at the rate of \$10,000 per acre for similar unprotected land and as such, we anticipate approximately \$3,000 as compensation for this grant of easement.

Accordingly, **I recommend and request that this information be provided to the Planning and Public Works Committee for review and consideration, in expectation that the Committee will favorably forward a recommendation to the full City Council authorizing the grant of easement through passage of the proposed ordinance attached hereto.**

If you have any questions, or need additional information, please let me know.

attachments

*OK'd
 MGG
 7/7/15*

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE GRANT OF A PERMANENT EASEMENT TO THE MONARCH-CHESTERFIELD LEVEE DISTRICT

WHEREAS, the Monarch-Chesterfield Levee District operates and maintains the Monarch-Chesterfield Levee in conformance with Public Law 84-99; and

WHEREAS, the Monarch-Chesterfield Levee protects lives, properties, and improvements for Chesterfield Valley; and

WHEREAS, The City of Chesterfield and the Monarch-Chesterfield Levee District require a cooperative relationship to ensure a uniform, coordinated and transparent response to river conditions; and

WHEREAS, The Monarch-Chesterfield Levee District is desirous of maintaining a clear zone along the riverside toe of the Monarch-Chesterfield levee and to facilitate other future levee improvements; and

WHEREAS, The Planning and Zoning Committee of City Council has reviewed and recommended the grant of permanent easement rights to the Monarch-Chesterfield Levee District for the afore described purposes; City of Chesterfield and the Monarch-Chesterfield Levee District requires a cooperative relationship to ensure a uniform, coordinated and transparent response to river conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The City Administrator is hereby authorized to execute the easement to the Monarch-Chesterfield Levee District, a copy of which is attached hereto, marked as "Exhibit A".

Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2015.

MAYOR

ATTEST:

CITY CLERK

FIRST READING HELD: _____

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: Permanent Levee Easement Deed

DATE OF DOCUMENT: _____, 2015

GRANTOR(S): **City of Chesterfield, Missouri**
Mailing Address: 690 Chesterfield Pkwy W
Chesterfield, Missouri 63017

GRANTEE(S): **Monarch-Chesterfield Levee District**
Mailing Address: c/o Husch Blackwell LLP
190 Carondelet Plaza, Suite 600, Clayton MO 63105

LEGAL DESCRIPTION: See Exhibit A

REF. BOOK & PAGE: N/A

This document was prepared by
and after recording return to:
Husch Blackwell LLP
Attention: David Human
190 Carondelet Plaza, Ste 600
St. Louis, MO 63105

PERMANENT LEVEE EASEMENT DEED

THIS PERMANENT LEVEE EASEMENT DEED (this "Easement Deed") is made and entered into this ____ day of _____, 2015, by and between the CITY OF CHESTERFIELD, MISSOURI, a political subdivision of the State of Missouri ("Grantor"), and the MONARCH-CHESTERFIELD LEVEE DISTRICT, a Missouri Levee District organized under Chapter 245 RSMo. (2013), and its successors and assigns ("Grantee"). The Grantor hereby gives, grants, extends, confers, declares and establishes the following easement, rights and obligations running to the benefit of Grantee:

SECTION I **GRANT OF PERMANENT EASEMENT**

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, extends, confers, declares and establishes to Grantee and its successors and assigns, a perpetual and assignable right and easement to construct, maintain, repair, operate, patrol and replace a flood protection levee, pump station, storm water drainage improvements, including all appurtenances thereto, and a seepage berm, together with a right of ingress and egress; reserving however, to the Grantor, and its heirs, successors and assigns, all such rights and privileges in the easement area as may be used without interfering with or abridging the rights and easement hereby acquired, over, upon and across the property described on **Exhibit A** and depicted on **Exhibit B** attached hereto (the "Permanent Levee Easement"). The Permanent Levee Easement Granted in this Easement Deed shall be perpetual.

SECTION II **USE RESTRICTIONS**

Grantor shall have the right to use the Easement in such manner so as not to interfere with or abridge the rights herein granted to Grantee, subject to the following conditions:

1. No improvement or use that would alter, diminish, damage or interfere with the performance, operation, or maintenance of the Monarch-Chesterfield levee system, including this easement, is permitted.
2. The placement of additional fill over and above, storage of any sort whatsoever, or the construction of any improvements on the Easement for any purpose shall be first subject to review and written approval by Grantee. Requests for approval shall be accompanied by such analyses, design drawings and details, and supporting documentation, as may be necessary to allow for a full review and evaluation of any potential impact upon the Easement by Grantee.

SECTION III **ASSIGNMENT**

Grantee may transfer or assign its rights hereunder to any successor levee or drainage district, the State of Missouri, County of St. Louis, Missouri or to any other state or federal political subdivision.

SECTION IV **CONSTRUCTION/BINDING EFFECT**

This Easement Deed has been entered into and shall be construed in accordance with the laws of the State of Missouri. The Easement Deed shall be binding upon and shall inure to the benefit of Grantor and Grantee and their respective heirs, successors and assigns.

Exhibit A

Legal Description of the Permanent Levee Easement

April 6, 2015

EJK

Re: City of Chesterfield
Area of Levee Easement
Parcel 16V-22-0055

20333-0

A tract of land being part of U.S. Survey 419, Township 46 North – Range 3 East, City of Chesterfield, St. Louis County, Missouri and being more particularly described as follows:

Beginning at a point on the East line of property described in the deed to City of Chesterfield recorded in Book 18711 page 2795 of the St. Louis County Records, said point being distant North 10 degrees 51 minutes 19 seconds West 1650.38 feet from the Southeast corner of said City of Chesterfield property, being also on the North line of permanent easement to the Monarch-Chesterfield Levee District recorded in Book 14473 page 1061 of the St. Louis County Records; thence Westwardly along the said North line North 60 degrees 44 minutes 00 seconds East 259.87 feet to the South line of the 200 feet wide Monarch-Chesterfield Levee Easement established by St. Louis County Circuit Court Cause No. 181323; thence Eastwardly along said South line North 88 degrees 20 minutes 20 seconds East 197.21 feet and South 88 degrees 37 minutes 40 seconds East 4.13 feet to the aforementioned East line of the City of Chesterfield property; thence Southwardly along said East line South 10 degrees 51 minutes 18 seconds East 135.08 feet to the point of beginning and containing 13,443 square feet or 0.308 Acres according to calculations by Volz Inc. during April 2015.

Exhibit B

Depiction of the Permanent Levee Easement

[attached hereto]

