



Memorandum

Department of Public Works

TO: James A. Eckrich, PE
Public Works Dir./City Engineer

FROM: Zachary S. Wolff, PE
Assistant City Engineer *ZSW*

DATE: July 26, 2018

RE: Monarch Chesterfield Levee Trail Transfer to Wildwood

To facilitate construction of Phase III of the Monarch Chesterfield levee trail the City acquired multiple Permanent Hiking, Biking and Walking Trail Easements. The easements allow the City to construct, improve, maintain, and replace trail improvements. A portion of the Phase III trail, approximate 7,800 feet, is located in the City of Wildwood. To date this portion of the trail has been maintained by the City of Chesterfield. An exhibit is attached that depicts the limits of the trail within Wildwood.

As you are aware, we recently met with Mr. Joe Vujnich, City of Wildwood Director of Planning and Park, and Mr. Gary Crews, City of Wildwood Superintendent of Parks and Recreation to discuss transferring easements and future trail maintenance responsibility of the portion of the trail within the City of Wildwood to the City of Wildwood. Mr. Vujnich indicated Wildwood would accept the transfer.

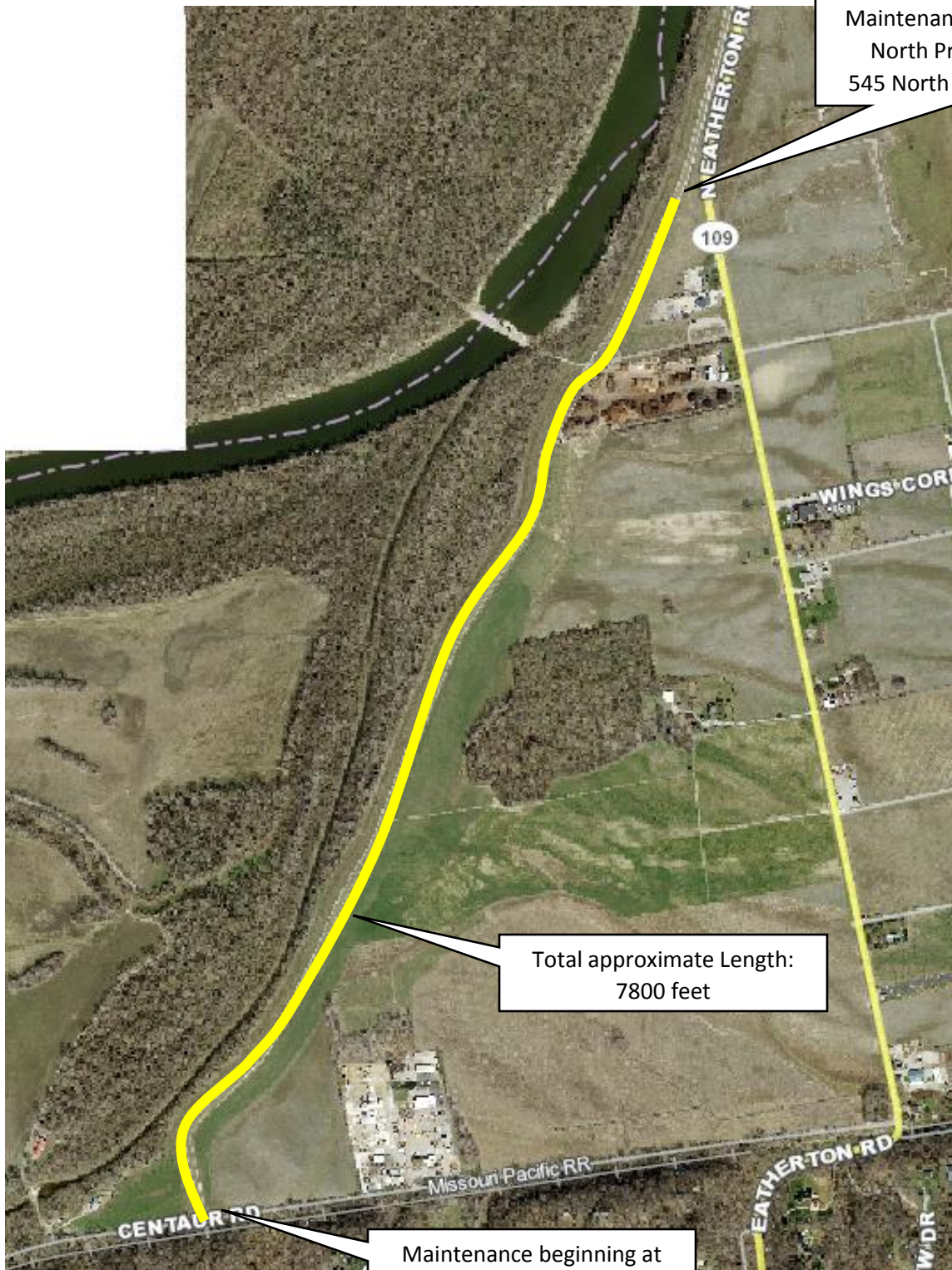
As requested, in order to finalize the easement transfer, a Council Resolution and Quit Claim Deed have been drafted and are included with this memo. Please let me know if you have any questions or need any additional information to proceed with the easement transfers.

Please forward to PPW for review and recommendation

McTeish

7/27/2018

cc:



Maintenance ending at the North Property line of 545 North Eatherton Road

Total approximate Length: 7800 feet

Maintenance beginning at the Centaur Road

RESOLUTION NO. XXX

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A QUIT CLAIM DEED ASSIGNING CERTAIN PERMANENT HIKING, BIKING AND WALKING TRAIL EASEMENTS FOR THE MONARCH CHESTERFIELD LEVEE TRAIL LOCATED IN THE CITY OF WILDWOOD TO THE CITY OF WILDWOOD, MO.

WHEREAS, for the purposes of constructing and maintaining Phase III of the Monarch Chesterfield Levee Trail the City of Chesterfield (City) obtained 13 Permanent Hiking, Biking and Walking Trail Easement Agreements (easements) on private properties located in the City of Wildwood (Wildwood).

WHEREAS, the easements allow the City to construct, improve, maintain, repair, and replace trail improvements within the easement area.

WHEREAS, Wildwood has agreed to accept responsibility for the portion of the Monarch Chesterfield Levee Trail located within its corporate limits.

WHEREAS, in accordance with the easements, the City may assign its rights and responsibilities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI AS FOLLOWS:

Section 1. City Council approves the assignment of easements associated with the portion of the Monarch Chesterfield Levee Trail located in Wildwood to the City of Wildwood; and authorizes the City Administrator to prepare and execute the documents necessary for assignment of the easements.

Passed and approved this _____ day of _____, 2018.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD:

QUIT CLAIM DEED

THIS DEED, made and entered into this _____ day of _____, 2018, by and between the City of Chesterfield, 690 Chesterfield Parkway West, Chesterfield, MO 63017-0760, Grantor, which has obtained Permanent Hiking, Biking and Walking Easements on certain properties located in the City of Wildwood, and the City of Wildwood, 16860 Main Street, Wildwood, MO 63040, Grantee.

WITNESSETH: that Grantor, for and in consideration of the sum of One Dollar and No/100 (\$1.00) and other valuable considerations paid to it by Grantee, the receipt of which is hereby acknowledged, does by these presents, remise, release, transfer, assign and forever quitclaim unto the Grantee the fourteen (14) Permanent Hiking, Biking and Walking Easements, including all rights, responsibilities and obligations, that Grantor has on the properties listed below. By conveyance of the subject easements to Grantee, Grantor is releasing all interests and responsibilities it has to Grantee.

<u>Property Address</u>	<u>St. Louis County Locator No.</u>	<u>County Recorder of Deeds Book & Page for Easement</u>
545 N. Eatherton Road	17X-34-0121	Book 20217, Page 2144
539 N. Eatherton Road	17X-34-0112	Book 20217, Page 2144
527 N. Eatherton Road	17X-34-0086	Book 19016, Page 1544
515 N. Eatherton Road	17X-32-0077	Book 19016, Page 1554
513 N. Eatherton Road	17X-32-0055	Book 19016, Page 1542
501 N. Eatherton Road	17X-32-0088	Book 18569, Page 248
495 N. Eatherton Road	18X-64-0013	Book 18099, Page 1749
365 N. Eatherton Road	18X-63-0014	Book 19317, Page 2435
18425 Centaur Road	18X-61-0016	Book 18310, Page 1807
18415 Centaur Road	18X-33-0033	Book 18310, Page 1816
18525 Centaur Road	18X-31-0101	Book 19091, Page 1589
18455 Centaur Road	18X-22-0011	Book 20951, Page 0043
18495 Centaur Road	19X-53-0025	Book 19385, Page 950
18495 Centaur Road	19X-53-0025	Book 19317, Page 2445

IN WITNESS WHEREOF, the Grantor has executed these presents the day and year first above written.

CITY OF CHESTERFIELD

Attest: _____

(SEAL) Vickie Hass, City Clerk

Michael O. Geisel, City Administrator

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STATE OF MISSOURI )

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COUNTY OF ST LOUIS) SS. On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me personally appeared \_\_\_\_\_ to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ 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.

My term expires: \_\_\_\_\_

Notary Public