



# WILDWOOD

## MEMORANDUM

To: Mayor Bowlin and City Council Members

From: Rick C. Brown, Director of Public Works / City Engineer

Date: May 8, 2019

Re: Acceptance of Permanent Easements in Conjunction with the Construction of a New Sidewalk Along Highland Valley Drive

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### Background

The Department of Public Works is proposing to construct a new section of sidewalk in response to a request from the trustees of The Highlands of Chesterfield subdivision. The new sidewalk would be about 165 feet in length by 5 feet in width and would be installed along Highland Valley Drive to provide a connection between an existing sidewalk on Highland Valley Circle and the subdivision pool. **See Exhibit 1 and 2.** The City currently maintains Highland Valley Drive as a public street; however, sidewalks were not provided with the construction of this street.

For 2019, the Department has \$75,000 budgeted for new sidewalk construction under the Capital Projects Funds. The cost for this sidewalk section should be less than \$6,000 to construct. Assuming the City moves ahead with constructing the sidewalk, we would provide maintenance as is typical on all our public streets with sidewalks. Thus, to allow for the construction and maintenance of the sidewalk, the Department has requested the subdivision HOA to donate the easement necessary for that purpose.

### Recommendation

The Department is recommending approval of a resolution which authorizes the acceptance and conveyance of permanent easements from the Highlands of Chesterfield Trustees.

### Reasons for Recommendation

1. The easements are necessary to allow the construction and maintenance of the sidewalk by the City.

Therefore, the Department has prepared Resolution 2019-21, which authorizes the acceptance and conveyance of the easements to the City, for the consideration of the City Council.

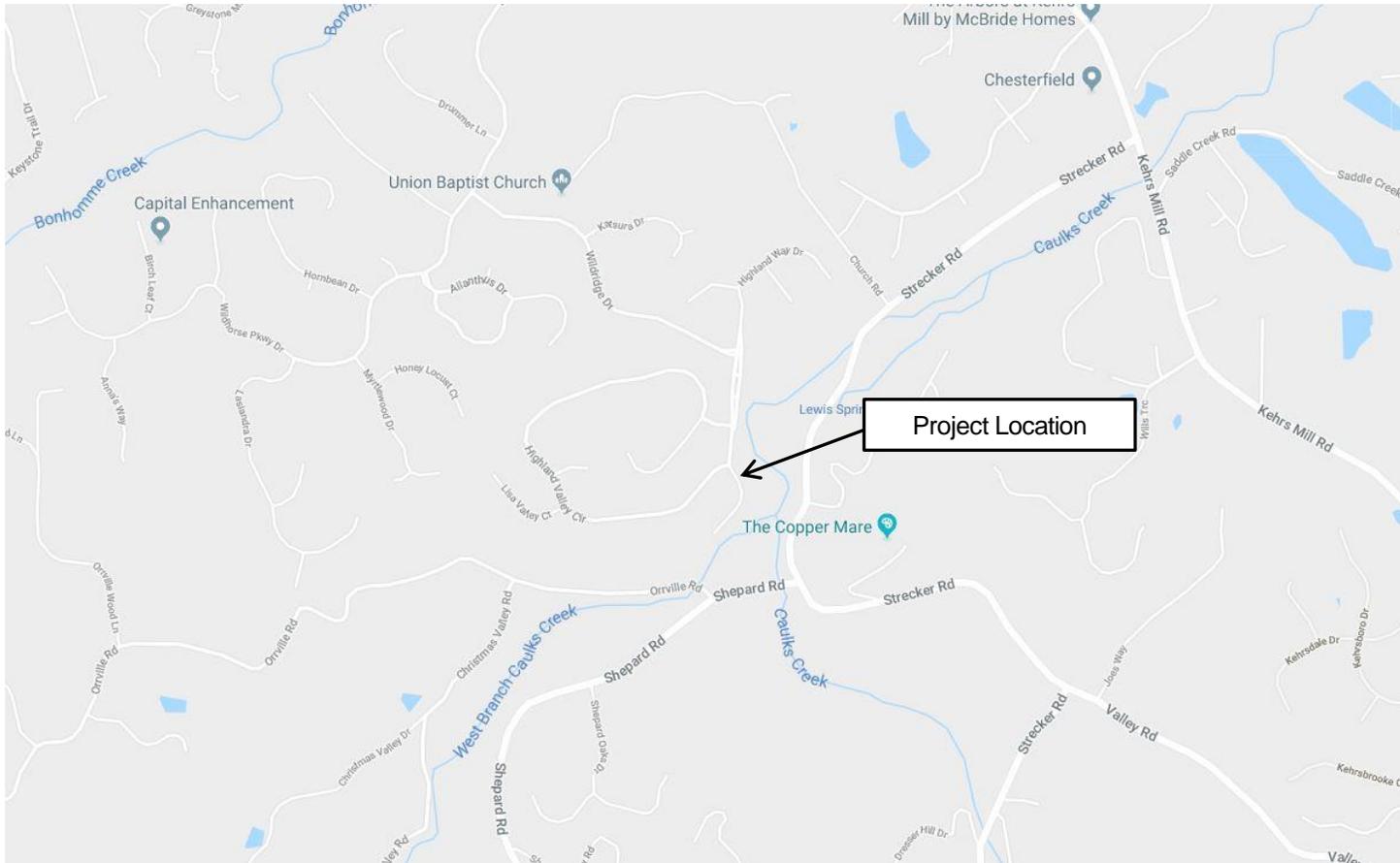
I will be available for any questions or comments at the May 13, 2019 City Council Work Session.

RCB



# WILDWOOD

## Exhibit 1: Project Location





**RESOLUTION #2019-21**

**A RESOLUTION BY THE COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY GRANT FOR ACQUISITION OF PERMANENT EASEMENTS IN CONJUNCTION WITH THE CONSTRUCTION OF A NEW SIDEWALK ALONG HIGHLAND VALLEY DRIVE WITHIN THE CITY OF WILDWOOD**

**WHEREAS**, the section of Highland Valley Drive south of Highland Valley Circle lacks any sidewalk for pedestrians; and

**WHEREAS**, the City proposes to construct about 165 feet of new sidewalk along Highland Valley Drive to provide a connection between the sidewalks on Highland Valley Circle and the subdivision pool; and

**WHEREAS**, the City Capital Projects Fund has \$75,000 budgeted under Miscellaneous Sidewalk Improvements for 2019; and

**WHEREAS**, the cost for this sidewalk section is expected to be less than \$6,000 to construct; and

**WHEREAS**, it is in the public's interest for the City to accept the conveyance of certain Permanent Right of Way Easements in support of said project.

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

**Section One.** That the form, terms, and provisions of the Right-of-Way Grant by and between the City of Wildwood, Missouri, and the Trustees under the First Amended and Restated Indenture of Trust and Restrictions, The Highlands of Chesterfield, St. Louis County, Missouri, attached hereto, marked as **Exhibit A**, and incorporated by reference herein, be and hereby is approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City the Right-of-Way Grant in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Right-of-Way Grant and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Right-of-Way Grant and this Resolution.

**Section Two.** That the Mayor is hereby authorized, empowered and directed to, on behalf of the City, execute any documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

**Section Three.** This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND RESOLVED BY THE COUNCIL OF THE CITY OF WILDWOOD, MISSOURI,  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

CITY OF WILDWOOD

BY: \_\_\_\_\_  
JAMES R. BOWLIN, MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**EXHIBIT A**  
[Attach Right-of-Way Grant]

**DOCUMENT COVER SHEET**

TITLE OF DOCUMENT: Right-of-Way Grant

DATE OF DOCUMENT: \_\_\_\_\_

GRANTOR: \_\_\_\_\_  
\_\_\_\_\_

Trustees under the First Amended and Restated Indenture  
of Trust and Restrictions, The Highlands of Chesterfield,  
St. Louis County, Missouri, recorded in Book 8612 page  
1111 of the St. Louis County Records  
16962 Manchester Rd  
Wildwood, Missouri 63040

GRANTEE: City of Wildwood  
16860 Main St.  
Wildwood, Missouri 63040

PROPERTY ADDRESS: 1451 Highland Valley Drive  
Chesterfield, MO 63005

BOOK AND PAGE REFERENCE: Book 09024, Page 0287

## **RIGHT-OF-WAY GRANT**

This Right-of-Way Grant (the “Right-of-Way Grant”) is made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and among \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, Trustees under the First Amended and Restated Indenture of Trust and Restrictions, The Highlands of Chesterfield, St. Louis County, Missouri, recorded in Book 8612 page 1111 of the St. Louis County Records (the “Grantor”), whose address is 16962 Manchester Road, Wildwood, Missouri 63040, and the CITY OF WILDWOOD, MISSOURI, a municipal corporation and charter city (the “Grantee”), of the County of Saint Louis and State of Missouri, whose address is 16860 Main St., Wildwood, Missouri 63040.

### RECITALS

WHEREAS, the Grantor is the owner of a parcel of land commonly known as 1451 Highland Valley Drive, and legally described in book 09024, page 0287 of the St. Louis County Records (the “Grantor’s Parcel”); and

WHEREAS, the Grantee desires to acquire an easement for the construction and maintenance of a sidewalk along Highland Valley Drive; and

WHEREAS, the Grantor desires to grant, and the Grantee desires to receive, a dedication of right-of-way over the Grantor’s Parcel to construct the sidewalk improvement Highland Valley Drive.

**NOW THEREFORE**, for and in consideration of the sum of One Dollar and other good and valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **RECITALS**. The recitals of fact are a material part of this instrument and are incorporated herein.

2. **EASEMENT GRANTS**.

(a) **Permanent Right of Way Easement** - The Grantor grants and dedicates to the Grantee, its successors and assigns, a perpetual, non-exclusive right-of-way easement for utilities and vehicular and pedestrian use by the general public over and across the following real estate described on Exhibit A (the “Right-of-Way Area”), attached hereto and made a part hereof, containing 0.02 Acres (888 square feet), the location of which is shown graphically on Exhibit B, attached hereto and made part hereof, subject to easements, conditions and restrictions of record.

(b) **Construction and Maintenance Easement** - The Grantor also grants to Grantee, its employees, representatives, contractors, agents and assigns, construction and maintenance easement as necessary to construct, install, and complete any sidewalk, street, utility or other improvement, and for future repairs, replacement, relocation, resurfacing, cleaning and maintenance of any sidewalk, street, utility or other

improvement, located upon the Right-of-Way Area and a reasonable distance on either side of the Right-of-Way Area, including the right to stage and store equipment and materials for such periods of time as are reasonably necessary to complete such construction, installation, completion, repairs, replacement, relocation, resurfacing, cleaning and maintenance

3. **USE OF THE EASEMENT AREAS.**

(a) Use of the Right-of-Way Area is not confined to present modes of transportation. The Grantor reserves the right to install or maintain pipes, conduits, or wires under, upon, or over the Right-of-Way Area, or to grant such rights to third parties, so long as such pipes, conduits, or wires do not materially impede the use of the Right-of-Way Area by the Grantee, its employees, representatives, contractors, agents and assigns or the general public.

4. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this Right-of-Way Grant, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, successors, assigns and personal representatives of the parties hereto.

5. **GRANTOR'S COVENANTS.** The Grantor hereby covenants that it is lawfully seized of an indefeasible estate in fee in the Grantor's Parcel.

6. **TERMINATION.** The right-of-way easement shall only terminate upon a written agreement signed by both parties hereto and recorded in the St. Louis County Records.

7. **ATTORNEY'S FEES.** In the event that any party hereto brings an action or proceeding, whether in a court or in an alternative forum of dispute resolution, for a determination of the rights of the parties under this Right-of-Way Grant or for any alleged breach or default thereof, or for any other acts arising out of this Right-of-Way Grant, the prevailing party to such action shall be entitled to an award of all of its costs, including reasonable attorney's fees, and any costs incurred in said action or proceeding in addition to other damages or relief awarded, regardless of whether final judgment or resolution is entered in such action or proceeding.

8. **CONSTRUCTION.** The rule of strict construction does not apply to this Right-of-Way Grant. This Right-of-Way Grant shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment is carried out.

IN WITNESS WHEREOF, the Grantor and the Grantee have hereunto set their hands the day and year first above written.

[The remainder of this page is intentionally left blank. Signature page to follow.]







**GRANTEE:**

**CITY OF WILDWOOD, MISSOURI**  
A Municipal Corporation

(SEAL)

By: \_\_\_\_\_  
James R. Bowlin, Mayor

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

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me appeared James R. Bowlin, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Wildwood, 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 City Council; and said James R. Bowlin 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 the day and year first above written.

\_\_\_\_\_  
Notary Public

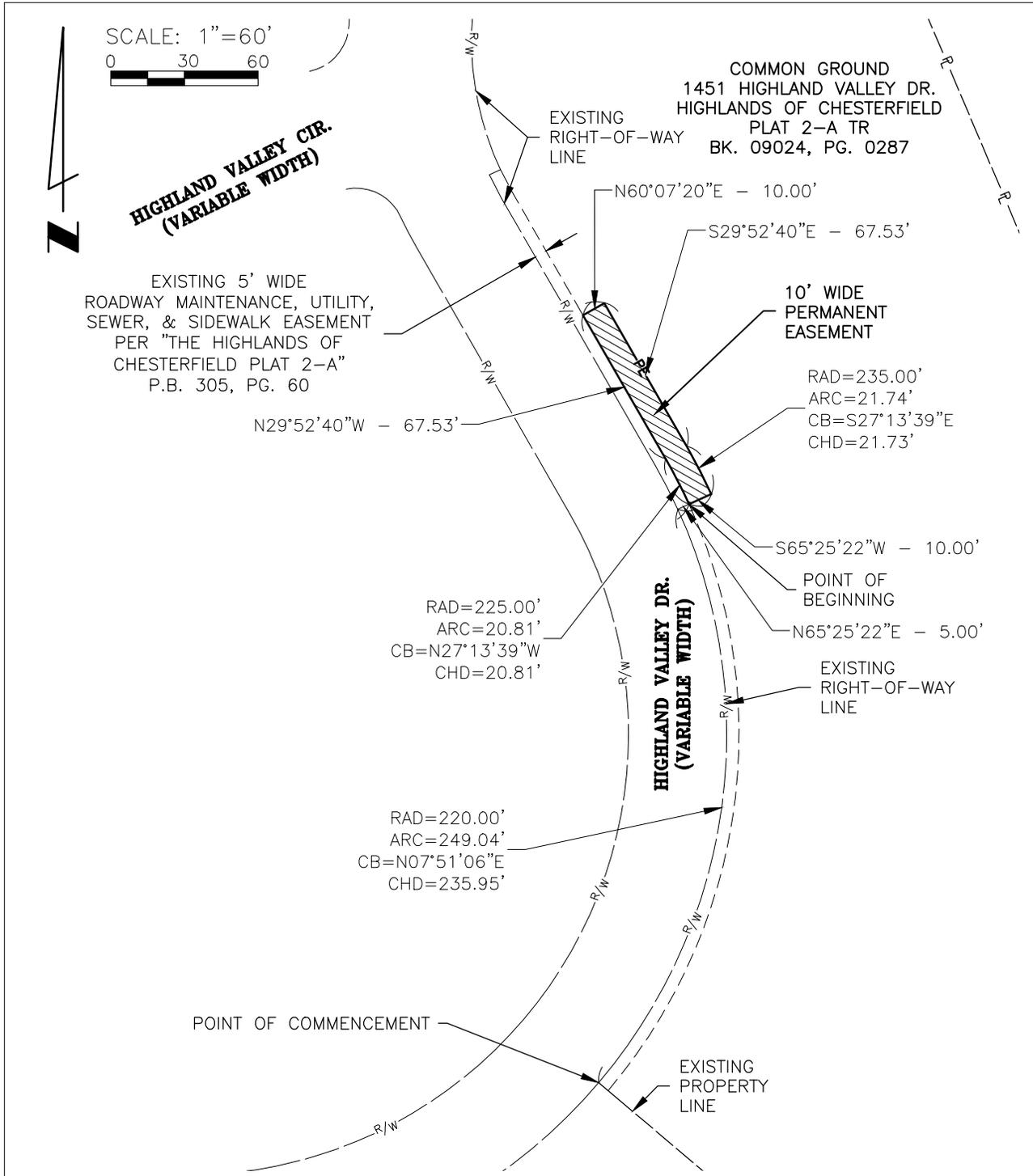
My Commission Expires:

**Exhibit A**

**10' WIDE PERMANENT RIGHT OF WAY EASEMENT**

A tract of land being part of the Common Ground of the Highlands of Chesterfield Record Plat 2-A as recorded in Plat Book 305, Page 60 of the St. Louis County Records, situated in U.S. Survey 124, Township 45 North, Range 3 East of the 5<sup>th</sup> P.M., and being more particularly described as follows:

Commencing at the intersection of the east right-of-way of Highland Valley Drive (variable width) and the south property line of the common ground parcel of the Highlands of Chesterfield Record Plat 2-A as recorded in Plat Book 305, Page 60 of the St. Louis County Records; thence with the existing east right-of-way of Highland Valley Drive (variable width) along a curve deflecting to the left having a radius of 220.00 feet, an arc length of 249.04 feet and a chord course of N07°51'06"E 235.95 feet; thence leaving said existing east right-of-way N65°25'22"E 5.00 feet to the point of beginning of the tract of land described herein; thence along a curve deflecting to the left having a radius of 225.00 feet, an arc length of 20.81 feet, and a chord course of N27°13'39"W 20.81 feet; thence N29°52'40"W 67.53 feet; thence N60°07'20"E 10.00 feet; thence S29°52'40"E 67.53 feet; thence along a curve deflecting to the right having a radius of 235.00 feet, and arc length of 21.74 feet, and a chord course of S27°13'39"E 21.73 feet; thence S65°25'22"W 10.00 feet to the point of beginning containing 0.02 Acres (888 square feet), the location of which is shown graphically on the attached Exhibit "B".



**EXHIBIT "B"**

INITIALS:

A TRACT OF LAND BEING PART OF THE COMMON GROUND OF THE HIGHLANDS OF CHESTERFIELD RECORD PLAT 2-A, PLAT BOOK 305, PAGE 60, U.S. SURVEY 124, TOWNSHIP 45 NORTH, RANGE 3 EAST, ST. LOUIS COUNTY, MISSOURI