



RECEIVED  
MAY 26 2020  
CITY OF SUNSET HILLS

Brian Quinlan  
Right of Way Project Manager  
In Service to Phillips 66  
555 Washington Ave  
Suite 310  
St. Louis, MO 63101  
(314)293-3748 Office

May 21, 2020

City of Sunset Hills, Missouri  
3939 South Lindbergh Boulevard  
Saint Louis, Missouri 63127-1309

RE: Phillips 66 Pipeline Project – Letter Exercise Rights in Temporary Workspace  
Tract No: MO-SL-166.000, APN # 29M420324

Dear City of Sunset Hills, Missouri,

You may have received an offer from Phillips 66 before this letter. The project engineers have recently reviewed the area. The workspace and location may have changed slightly, necessitating a revision of the map and offer. Please find the updated map attached.

Pursuant to the Pipeline Easement Agreement, Phillips 66 Pipeline hereby gives written notice of its intent to exercise its option to install and/or replace a pipeline as specified by that agreement. The pipeline will be constructed inside the boundaries of the defined easement. Additional workspace will be required to construct. In such case a payment may or may not be required. To be fair and consistent, we are offering to compensate you an amount similar to what has been typically paid on our replacement projects across the state under similar conditions. This payment includes compensation for the workspace, removal of trees and crop loss.

We ask that you sign and return two copies of the Temporary Workspace Agreement in the post-paid envelope we provide. You may retain the third copy for your records. Upon our receipt of your executed Agreement, W9, and Receipt, we will issue a draft to you in the amount of **\$41,424.00** and send it by return mail.

**Cheri Leblanc**, our agent, will visit with you in the very near future to discuss special concerns and issues which could impact the construction activities. In consideration of Covid-19, video and phone conferences are available. We will also visit with you following the construction to determine what unanticipated damages, if any, were caused by the construction and work with you to resolve the matter to your satisfaction. If you have any questions or if we may be of service in any way, please contact **Cheri Leblanc** at **(409) 926-8594** and her e-mail is **cheri.leblanc@contractlandstaff.com**. Thank you for your help.

Sincerely,

*Brian Quinlan*

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Right of Way Project Manager



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Suite 310  
St. Louis, MO 63101  
(314)293-3748 Office

RECEIVED  
MAY 01 2020  
CITY OF SUNSET HILLS

April 29, 2020

City of Sunset Hills  
3939 South Lindbergh Boulevard  
Saint Louis, Missouri 63127-1309

RE: Phillips 66 Pipeline Project – Letter Exercise Rights in Temporary Workspace  
Tract No: MO-SL-166.000, APN # 29M420324

Dear City of Sunset Hills,

You are receiving this letter as part of Phillips 66 ongoing efforts to maintain safe and reliable pipeline systems. Phillips 66 maintains a rigorous inspection program to address possible concerns, including an aggressive maintenance schedule to mitigate them. At times it is necessary for Phillips 66 to replace a segment of a pipeline due to the age, size or wall thickness of an existing pipeline. There are four (4) proposed replacement projects in Missouri encompassing nearly 70 miles of Blue Line pipeline system.

Our review of public records in St. Louis County, Missouri, indicates that you are the owner of properties along or near the route of the proposed pipeline system. As we hope to proceed with replacement activities in the area of your property in the near future, we decided to attempt to communicate with you by mail.

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Sincerely,

*Brian Quinlan*

Brian Quinlan  
Right of Way Project Manager

**TEMPORARY WORK SPACE AGREEMENT**

ON THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), 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, City of Sunset Hills, Missouri, a municipal corporation, ("Grantor"), whether one or more, hereby grant(s) to Phillips 66 Pipeline LLC ("Grantee"), the right to use and occupy, only during the period of construction or maintenance of the pipeline, valve site and appurtenances on a strip of land, herein referred to as the "Temporary Work Space," described as follows:

[SEE EXHIBIT A]

for a term not to exceed one (1) year from Grantee providing Grantor a written Notice of Commencement of Construction or Maintenance ("Notice").

This Agreement does not limit or reduce any rights and/or property interests that Grantee may possess in the property described in **Commissioner's Findings** dated **5/28/1969**.

Grantor agrees that the consideration paid for this right includes full payment for damages to the extent caused by Grantor's use of the above-described Temporary Work Space. Grantee agrees to restore the surface of the Temporary Work Space to as near its condition existing prior to such construction or maintenance as reasonably practicable.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the Effective Date.

**GRANTOR**

City of Sunset Hills, Missouri,  
a municipal corporation

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Its

**NOTARY ACKNOWLEDGMENT**

STATE OF MISSOURI                   §  
  §  
COUNTY OF \_\_\_\_\_ §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed as \_\_\_\_\_, of City of Sunset Hills, Missouri, a municipal corporation, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

STATE OF MISSOURI                   §  
  §  
COUNTY OF \_\_\_\_\_ §

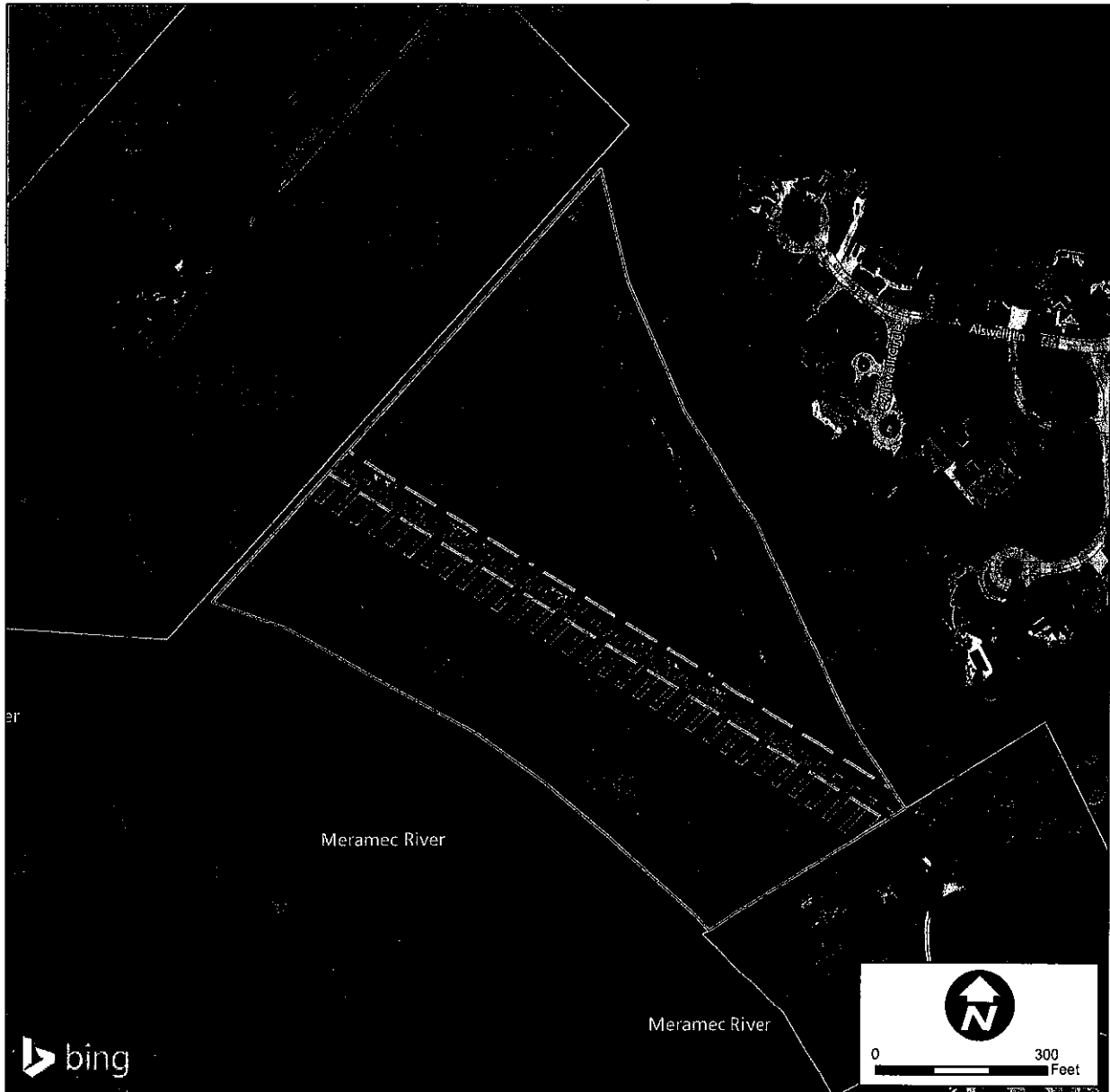
On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me the undersigned officer, appeared remotely pursuant to Executive Order 20-08, \_\_\_\_\_, whose name is subscribed as \_\_\_\_\_ of City of Sunset Hills, Missouri, a municipal corporation, proved to me through identification documents and acknowledged to me that he/she signed the forgoing instrument voluntary for its stated purpose and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my signature and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**ST. LOUIS COUNTY, MO**



<p> <b>ROUTE</b>    <b>EXISTING EASEMENTS</b>  <b>ROW</b>    <b>EXISTING PIPELINES</b>  <b>TWS</b>    <b>PROPERTY BOUNDARIES</b>  <b>ATWS</b>    <b>ADJACENT PROPERTY BOUNDARIES</b> </p> <p>           ROUTE LENGTH: 1139.24 FT \ 69.04 RDS            ROW AREA: AC    ATWS AREA: AC            TWS AREA: 2.08 AC    TRACT AREA: 15.5 AC         </p> <p> <small>AREAL CALCULATIONS AND LINEAR DISTANCES WERE            CALCULATED USING: NAD 1983 STATE PLANE MISSOURI EAST            FIPS 2401 (US FEET)</small> </p>	<b>PRELIMINARY ACQUISITION DRAWING</b>					PHILLIPS 66 PIPELINE LLC			
	<b>OWNER NAME</b> CITY OF SUNSET HILLS								
	NO	REVISION	DATE	APPR					
	SCALE	DATE	DRAWN	CHECKED	APPROVED	PROJECT	DRAWING NO.	SHEET	
	1:3,000	5/7/2020	KP	KA	KA	VILLARIDGE	MO-SL-166.000	1 of 2	
<small>THIS MAP IS FOR INFORMATION PURPOSES. DISTANCES IN THIS MAP ARE APPROXIMATIONS ONLY AND SHOULD NOT BE USED FOR AUTHORITATIVE DEFINITION OF LEGAL BOUNDARY OR PROPERTY TITLE.</small>									

**EXHIBIT A  
ST. LOUIS COUNTY, MO**




**—** ROUTE    **- - -** EXISTING EASEMENTS  
**- - -** ROW    **- - -** EXISTING PIPELINES  
**□** TWS    **▣** PROPERTY BOUNDARIES  
**□** ATWS    **□** ADJACENT PROPERTY BOUNDARIES

ROUTE LENGTH: 1139.24 FT \ 69.04 RDS  
 ROW AREA: AC    ATWS AREA: AC  
 TWS AREA: 2.08 AC    TRACT AREA: 15.5 AC

AREAL CALCULATIONS AND LINEAR DISTANCES WERE  
 CALCULATED USING: NAD 1983 STATE PLANE MISSOURI EAST  
 FIPS 2401 (US FEET)

PRELIMINARY ACQUISITION DRAWING				
NO	REVISION	DATE	APPR	
4	IFA	5/7/2020	KA	
3	IFA	4/14/2020	KA	
2	IFA	3/11/2020	KA	
1	IFA	2/25/2020	KA	

 PHILLIPS 66 PIPELINE LLC

**OWNER NAME**

CITY OF SUNSET HILLS

SCALE	DATE	DRAWN	CHECKED	APPROVED	PROJECT	DRAWING NO.	SHEET
1:3,000	5/7/2020	KP	KA	KA	VILLARIDGE	MO-SL-166.000	2 of 2

THIS MAP IS FOR INFORMATION PURPOSES. DISTANCES IN THIS MAP ARE APPROXIMATIONS ONLY AND SHOULD NOT BE USED FOR AUTHORITATIVE DEFINITION OF LEGAL BOUNDARY OR PROPERTY TITLE.

**CONSTRUCTION QUESTIONNAIRE**

**(NOTIFICATION)** Construction Notification (if other than owners of record)

Name of person to contact: Gerald Brown

Phone: 314 842 7265

Notice required 2 days prior to construction beginning on the landowner's property.

**(LAND USE)** Land Use Information

What types of land uses are associated with the property, check all that apply.

WRP (Wetland Reserve Program)  Agricultural  Pasture  Residential  Commercial

**(FENCING)** Is it okay to install a lock in gates over the ROW or at access road entrances?

Yes  No Combinations/Location of Keys or gate code: 6666 - lock supplied by Phillip & David Key

What type of permanent fencing (if any) is currently on the property? N/A - Front Gate only

Pets?  Yes  No If Yes, type of fencing \_\_\_\_\_

Do you want the permanent fencing replaced after construction?  Yes  No

**(SEEDING)** What is the existing seed mixture for lands in:

Pasture Fescue Hayfields \_\_\_\_\_ Yards \_\_\_\_\_

**(TIMBER USE)** Timber Clearing and Disposal

Do you want cut timber pushed along the side of right of way?  Yes  No

Can cut timber be mulched and scattered over the adjacent lands?  Yes  No

**(STRUCTURES)** What types of structures are impacted by the easement or temporary workspace?

Shed  Barn  Garage  Dog House  
 Retaining Walls  Driveways/Patios  Other N/A

Landowner paid to move  Landowner paid to replace  Other with approval

**(UTILITIES)**

Are there any buried utilities (private or public) on or near the right-of-way?  Yes  No

If so, state which and make a note of their general location: \_\_\_\_\_

Power  Water  Sewer  Cable  Other \_\_\_\_\_

**Irrigation System:**

Is there an irrigation system on the property near the ROW?  Yes  No

If yes, describe the type e.g., canals, ditches, etc: \_\_\_\_\_

Describe the months the irrigation system is operational \_\_\_\_\_

Special Requirements: \_\_\_\_\_

**(WELLS/SPRINGS)** Well - Spring - Septic Information

Are there active septic, water wells or springs within 150 feet of the construction work area?

Yes (Specify Approximate Stationing) \_\_\_\_\_

No Use of the well  Livestock  Irrigation  Domestic  Other \_\_\_\_\_

Describe type and depth of well and list name of Landowner preferred contractor: \_\_\_\_\_

**(FLOODING)**

Does the property flood?  Yes [ ] No

Does the area near the ROW flood?  Yes [ ] No

Is the flooding seasonal or only during major rainfall events?

Seasonal [ ] During Major Rainfalls

Specify the time it takes for the flooding to subside Depends on River Levels

**(CONSERVATION EASEMENT)** Do you have any conservation easements? [ ] Yes  No If Yes, described any special requirements: \_\_\_\_\_

Do you have any Conservation Reserve Program (CRP, GRP or other) land along the ROW?

[ ] Yes  No If Yes, what seed mix was planted \_\_\_\_\_

If timber CRP provide copy of program participation documentation \_\_\_\_\_

**(CROPS)** List crops grown on the proposed right-of-way.

**(LIVESTOCK)** What types of livestock are on the property?

[ ] Cattle [ ] Horses [ ] Goats [ ] Other N/A

**(CROSSOVER)** Will a water source be cut off from livestock requiring a crossover during construction?

[ ] Yes, Approx. Location (MP #) \_\_\_\_\_  No

**(TENANT)**

Name of Tenant: ~~City of St. Louis~~ N/A

Address: ~~3913 S. Grand Blvd~~ \_\_\_\_\_

Contact Phone 1: Go Phone 2: \_\_\_\_\_

Lease Expires: \_\_\_\_\_ Type of Lease: [ ] Share Crop % \_\_\_\_\_ [ ] Cash

NOTES:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of person interviewed by ROW Agent \_\_\_\_\_

Right-of-Way Agent \_\_\_\_\_ Dated \_\_\_\_\_



State of Missouri  
County St. Louis  
Tract No. MO-SL-166.000

**RECEIPT & DAMAGE RELEASE**

The undersigned, hereby acknowledge receipt from Phillips 66 Pipeline LLC of the sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) in full settlement of all claims for damages sustained by the undersigned by reason of the construction and testing of a pipeline across the lands referred to in that certain Temporary Work Space Agreement executed by the undersigned which granted a right of way for construction, maintenance and operation of a pipeline and other appurtenances in connection therewith across the real property of the undersigned. In consideration of such payment the undersigned hereby discharges and releases Phillips 66 Pipeline LLC and its respective agents, servants, employees and contractors from all claims, demands, actions and causes of action which the undersigned has for off right of way and on right of way damage arising out of construction and testing of said pipeline.

It is understood that this release does not in any way cover damage which may be sustained from time to time by reason of the operation, maintenance, repair, altering, moving or removing of the said pipeline after the date hereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Printed