

Council Bill: B 306-17

MOTION TO AMEND: \_\_\_\_\_

MADE BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

MOTION: I move that Council Bill B 306-17 be amended as set forth on this amendment sheet.

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Exhibit B attached to this amendment sheet is substituted for the original Exhibit B attached to the ordinance.

## TREE PRESERVATION EASEMENT

THIS INDENTURE, made on the [click here and insert date in text box] (hereinafter referred to as “Effective Date”), by and between [click here and insert legal name of all Grantors of the property and type of entity (i.e., corporation, limited liability company, single person, married persons, etc.) in text box], and its successors and assigns (hereinafter referred to as “Grantor”), and the City of Columbia, Missouri, a municipal corporation (hereinafter referred to as “Grantee” or “City”), Grantee’s mailing address Post Office Box 6015, Columbia, MO 65205;

WHEREAS, Grantor is the sole owner in fee simple of certain real property in the City of Columbia, Missouri (hereinafter referred to as “Property”); and

WHEREAS, the Property contains areas defined as climax forest in Section 29-1.11(a) of the Code of Ordinances of the City of Columbia; and

WHEREAS, Grantor wishes to preserve and protect the natural and undisturbed beauty and character of the climax forest areas described herein with a Tree Preservation Easement;

### WITNESSETH:

That the Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the City, its successors and assigns, an exclusive easement for the right, privilege, authority to preserve and protect the trees, roots, and area over, under, across, and upon the following described tree preservation areas which are the areas designated “Tree Preservation Easement” on the depiction attached hereto as **Exhibit A**, owned by Grantor, situated in the County of Boone, State of Missouri, and further described as:

See attached **Exhibit B** for easement Legal Description

(hereinafter referred to as “Easement Area”)

Except as permitted herein, no action of any kind may be undertaken to harm or remove a deciduous native Missouri tree identified as a Specified Tree within the Easement Area by a Tree Survey prepared and signed by an internationally certified arborist or design professional. The

Tree Survey shall identify all trees located within the Easement Area that have a Diameter at Breast Height (DBH) of four (4) inches or greater (“Specified Trees”) and shall be attached hereto as **Exhibit C**. Grantor will not cut or remove the Specified Trees within the Easement Area without permission from the Grantee.

Grantor will also restrict and forbid any activity within the Easement Area that will impede the protection and preservation of the specified trees, will not allow the construction or development of any buildings, billboards, structures, or facilities of any kind over, under, across, and upon the Easement Area that will impact the specified trees, and will not take any other action that may harm the specified trees within the Easement Area.

This grant includes the right of the City, its officers, agents, and employees, to enter upon the Easement Area at any time for the purpose of inspecting, exercising, and enforcing any of the rights herein granted, including restoring the Easement Area to its agreed upon nature. City may assess the reasonable costs of restoration against the Property and the Grantor waives all rights to contest those costs. Further, Grantee may enforce the terms of this Easement by any proceeding in law or in equity to restrain violation, to compel compliance, or to recover damages, including attorneys’ fees and costs of the enforcement actions. The City may trim, clear or remove, at any time from the Easement Area any tree, brush, structure or obstruction of any kind or character whatsoever installed, constructed or grown upon the Easement Area after the Effective Date without the consent of Grantee which, in the sole reasonable judgment of the City, endangers the safety of or interferes with the operation and maintenance of City facilities or interferes with any other rights granted herein.

Grantee’s ingress and egress to and from the Easement Area for the purpose of exercising any of the rights herein granted shall be from the adjacent public right of way or easement.

Grantee is prohibited from constructing or installing any utilities or right-of-ways within the Easement Area that will reduce the undeveloped climax forest areas to be preserved.

The Grantor covenants, subject to liens and encumbrances of record as of the Effective Date, that it is the owner of the above-described land and has the right and authority to make and execute this Tree Preservation Easement.

This Tree Preservation Easement does not convey a right to the public to use the Easement Area nor does it convey any right of possession in the Easement Area to the public or the Grantee. Access by the Grantee to the Easement Property is limited to access necessary for purposes of inspection, preservation, and enforcement as specified herein.

This Tree Preservation Easement runs with the land and is binding on the Grantor, its successors and assigns, and inures to the benefit of the Grantee, its successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its authorized member the day and year first above written.

GRANTOR:

**[CLICK HERE AND INSERT NAME OF GRANTOR IN TEXT BOX]**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said state, personally appeared **[click here and insert legal name of all Grantors (i.e., name of person(s), name of officer(s)/member(s) of the business) of the property in text box] [click here and insert whether married couple or single person OR insert name of business/partnership and type of entity (i.e., corporation, limited liability company, etc.) in text box]**, known to me to be the person(s) described in and who executed the above easement and acknowledged to me that such easement was executed the same as a free act and deed for the purposes therein stated and that they have been granted the authority to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written above.

By: \_\_\_\_\_  
Notary Public

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

## **EXHIBIT A**

Depiction of Tree Preservation Easement

## **EXHIBIT B**

Legal Description of Property

## **EXHIBIT C**

### Tree Survey