

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 36-07

AN ORDINANCE

authorizing the City Manager to execute an agreement for conveyance of easements with Donald L. and Joan Dicks relating to construction of the Bear Creek Outfall Sewer Extension Project; directing the City Clerk to have the agreement recorded; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement for conveyance of easements with Donald L. and Joan Dicks relating to construction of the Bear Creek Outfall Sewer Extension Project. The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. The City Clerk is authorized and directed to have a copy of the agreement recorded in the office of the Boone County Recorder of Deeds.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2007.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

AGREEMENT FOR CONVEYANCE OF EASEMENTS

This Agreement for Conveyance of Easements, is dated this _____ day of _____, 2007 by and between the City of Columbia, Missouri, a municipal corporation ("City") and Donald L. and Joan Dicks, husband and wife, ("Owners").

City and Owners agree as follows:

1. Owners agree to convey to City a permanent sewer easement and a temporary construction easement for use in the Bear Creek Outfall Sewer Extension Project. These easements are attached hereto as Exhibits "A-1" and "A-2" and incorporated by reference herein.
2. City agrees to pay Owners the sum of Seven Thousand Two Hundred Eighty-two Dollars (\$7,282.00) for the conveyance of the easements which consists of One Thousand Dollars (\$1,000.00) for the easements and Six Thousand Two Hundred Eighty-two Dollars (\$6,282.00) for damages to be sustained from the construction of the sewer.
3. City agrees to cause the following to be done in connection with the construction of the sewer on Owners' property:
 - a. Excess top soil not used for backfilling in the construction easement shall be stockpiled. If Owners do not remove the excess top soil, the contractor will be unable to finish grade and seed the property.
 - b. The property will be restored to its original grade. City shall indicate on the plans that the ditch in the far southwest corner of the property will not be filled, blocked or impeded in any way to increase backwater from surface drainage.
 - c. All manholes will be at ground level so that a mower or baler will not be obstructed.

- d. City shall indicate on the plans that the large tree located south of the house will be protected according to the City's tree protection detail specifications, previously provided. The fence is to be removed by contractor at completion of the project.
- e. All trees cut down as part of the project will be removed from the property.
- f. A plan has been designed to limit the number of trees removed from the Owners' property.
- g. City will provide a service lateral for Owner and a wye and riser. It will be Owners' responsibility to run the private sewer line, make the connection and pay the connection fee (all fees) once annexed into the City.
- h. City's contractor is obligated to maintain the trench for one (1) year from City Council acceptance of the project.
- i. Vegetation will be reestablished in both easements. The lawn shall be reestablished and graded sufficiently to allow for mowing with a lawnmower. The pasture shall be reseeded with a fescue/clover mix since it is cut for hay. If late fall or winter seeding is done, the mix shall include rye and wheat to establish a winter cover.
- j. City's contractor shall install a barrier fence on the south side of Owners' lateral field to prevent access to that field. Fencing is to be removed by contractor at the completion of the project.
- k. No contractor, subcontractor, or agent for City on this project shall be entitled to use, drive on, or block Owners' driveway for any purpose during the construction or after completion of the project.
- l. City or contractor shall provide thirty (30) days notice so that any farm machinery or equipment stored in the easement area may be moved by Owners.
- m. A silt fence shall be placed on the south line of the temporary construction easement in the vicinity of the creek to prevent damage to the creek. City or City's contractor shall stake the construction easement limits to prevent the contractor, subcontractor or agents from going beyond the easement onto private property.
- n. Any staked property irons removed as part of this project shall be replaced with a highly visible stake.
- o. City shall indicate on the design plans that compacted backfill must be utilized when backfilling the trench for the sewer line.

4. Upon execution of this agreement and conveyance of the easements, City agrees to dismiss its action in condemnation filed against Owners and known as Case No. 06BA-CV04853, with prejudice, costs to be assessed against City.

IN WITNESS WHEREOF, the parties have been duly authorized to execute this agreement as of the above referenced date.

CITY OF COLUMBIA, MISSOURI

By: _____
H. William Watkins, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann, City Counselor

OWNERS:

By: _____
Donald L. Dicks

By: _____
Joan Dicks

GRANT OF EASEMENT FOR SEWER PURPOSES

THIS INDENTURE, made on the _____ day of _____, 20____, by and between Donald L. Dicks and Joan Dicks husband and wife, of the County of Boone in the State of Missouri, Grantor, and the City of Columbia, Missouri, a municipal corporation, Grantee; Grantee's mailing address is Post Office Box 6015, Columbia, MO 65205;

WITNESSETH:

That Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, to us in hand paid by the City of Columbia, Missouri, Grantee, mailing address Post Office Box 6015, Columbia, MO 65205, a municipal corporation, the receipt of which is hereby acknowledged, do hereby grant unto said City, its successors and assigns, a non-exclusive easement with the right, privilege and authority to construct, operate, replace, repair and maintain sewers and pipes, including the necessary manholes and other fixtures, under, across and upon the following described real estate, owned by us, situated in the County of Boone, State of Missouri, to wit:

Ordinance #: **019014, Project #: C295499-01**
Project: **Bear Creek Outfall Sewer Extension Project**

LEGAL DESCRIPTION

A 20' strip of land being part of Lot 1 of D.J.D Acres Subdivision, recorded in Plat Book 35, Page 26, also being a part of the Northeast Quarter (NE 1/4) of Section Twenty (20), Township 49 North, Range 12 West, and is a part of the same land described by Deed Recorded in Book 498, Page 622 of the Boone County Records, Boone County, Missouri, being 10 feet on each side of the following described centerline:

Commencing at the Southwest corner of Lot 1 of D.J.D. Acres, being on the East Right of Way of Oakland Gravel Road; Thence along the south line of Said Lot 1, S57°52'05"E, 19.85 feet to the centerline of a proposed sanitary sewer and the POINT OF BEGINNING; Thence along the centerline of the proposed sanitary sewer, N73°27'30"E, a distance of 434.81 feet; Thence N62°22'05"E, a distance of 292.08 feet; Thence N82°06'45"E, 103.68 feet to the north line of Said Lot 1 and the POINT OF ENDING of the sanitary sewer easement; A 1/2" Iron rod found at the Northeast corner of said Lot 1 bears, N89°45'10"E, a distance of 46.10 feet.

Said sanitary sewer easement contains 16,546 square feet. Subject to easements and restrictions of record or not of record, if any.

Said easement being the right to construct, operate, replace, repair and maintain sewers and pipes under or across said easement, and rights incidental thereto, and the right of access thereto over Grantor's adjacent property along any reasonable route designated in writing by the owner thereof and accepted by Grantee or in the absence of such reasonable designation and acceptance, a reasonable right of access as designated by Grantee, its agents, officers or employees.

This grant includes the right of the City of Columbia, Missouri, its officers, agents and employees, to enter upon said real estate at any time for the purpose of exercising any of the rights herein granted; also the right to trim, clear or remove, at any time from said easement any tree, brush, structure or obstruction of any kind or character whatsoever which, in the reasonable judgment of the City may endanger the safety of or interfere with the operation and maintenance of said City's facilities.

The Grantor covenants that, subject to liens and encumbrances of record at the date of this easement, they are the owners of the above-described land and have the right and authority to make and execute this Grant of Easement.

Witness our hands the day and year first written above.

Donald L. Dicks

Joan Dicks

STATE OF Missouri)
)ss.
COUNTY OF Boone)

On this _____ day of _____ in the year 20_____, before me, a Notary Public in and for said state, personally appeared, Donald L. Dicks and Joan Dicks, husband and wife, who being by me duly sworn, acknowledged that they executed the same as their free act and deed for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

Notary Public

AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT for temporary construction easement entered into this _____ day of _____, 20____, by and between Donald L. Dicks and Joan Dicks, husband and wife, Grantor, and the City of Columbia, Missouri, Grantee; Grantee's mailing address is Post Office Box 6015, Columbia, MO 65205, a municipal corporation;

WITNESSETH:

That the Grantor, in consideration of the sum of Ten Dollars (\$10.00), to us in hand paid by the City of Columbia, Missouri, the receipt of which is hereby acknowledged, do hereby grant unto the Grantee, a temporary easement and right-of-way to be in effect during the time of construction of the **Bear Creek Outfall Sewer Extension** project in Boone County for the following purposes, namely: to provide access to said construction project by granting the right to enter upon, permanently alter the grade, store materials, and operate and park equipment on, over and across the right-of-way hereinafter described, which is located within the boundaries of a parcel of land situated in the County of Boone and State of Missouri and described as follows:

Ordinance #: **019014, Project #: C295499-01**
Project: **Bear Creek Outfall Sewer Extension Project**

LEGAL DESCRIPTION

A 70' strip of land being part of Lot 1 of D.J.D. Acres Subdivision, recorded in Plat Book 35, Page 26, also being a part of the Northeast Quarter (NE 1/4) of Section Twenty (20), Township 49 North, Range 12 West, and being a part of the same land described by deed recorded in Book 498, Page 622 of the Boone County Records, Boone County, Missouri, being 50 feet on the westerly side and 20 feet on the easterly side of the following described centerline:

Commencing at the Southwest corner of Lot 1 of D.J.D. Acres, being on the East Right of Way of Oakland Gravel Road; Thence along the South line of said Lot 1, S57°52'05"E, 19.85 feet to the centerline of a proposed sanitary sewer and the POINT OF BEGINNING; Thence along the centerline of the proposed sanitary sewer, N73°27'30"E, a distance of 434.81 feet; Thence N62°22'05"E, a distance of 292.08 feet; Thence N82°06'45"E, 103.68 feet to the north line of Said Lot 1 and the POINT OF ENDING of the temporary construction easement; A 1/2" Iron rod found at the Northeast corner of said lot 1 bears, N89°45'10"E, a distance of 46.10 feet.

Said temporary construction easement contains 53,185 square feet, and is inclusive of 16,546 square feet of permanent sanitary sewer easement. Said temporary construction easement terminates either upon the completion of construction or on December 1, 2008 whichever is earlier. Subject to easements and restrictions of record or not of record, if any.

Source

John Glascock



TO: City Council

FROM: City Manager and Staff 

DATE: January 2, 2007

SUBJECT: Agreement to Convey Easements – Bear Creek Outfall Sewer

Fiscal Impact

- Yes
- No

Other Info.

EXECUTIVE SUMMARY

Staff has prepared for Council consideration an ordinance authorizing the City Manager to execute an Agreement to Convey Easements with Donald L. Dicks and Joan Dicks, husband and wife, in connection with the construction of the Bear Creek Outfall Sewer Project.

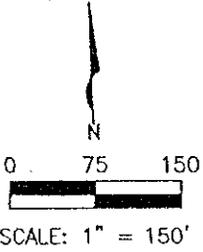
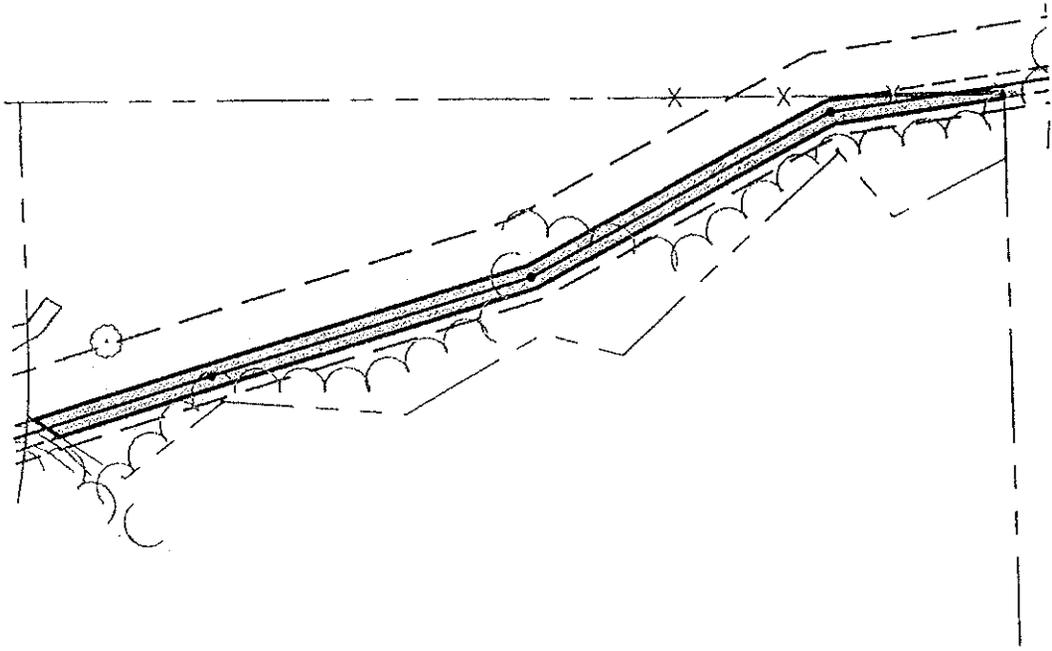
DISCUSSION

The City Council approved Ordinance 019014 on May 1, 2006 authorizing acquisition of the right-of-way for the Bear Creek Outfall Sewer Project. Mr. and Mrs. Dicks have agreed to execute the following easements: a Grant of Easement for Sewer Purposes, and an Agreement for Temporary Construction Easement in return the City agrees to pay \$7,282.00 for these easements; stockpile excess top soil, restore disturbed areas, install all manholes at ground level, provide tree protection for a tree south of their home, remove all trees cut as a result of the project, limit tree removal when possible, provide a service lateral and wye and riser, assure warranty work for one year, protect the existing lateral field with barrier fence, not use owner's driveway for access, provide 30 days notice to remove equipment in the easement, place silt fence on the south line of the temporary easement in the vicinity of the creek, replace any property irons removed as part of the project, utilize compacted backfill when backfilling the trench.

SUGGESTED COUNCIL ACTION

Approval of the ordinance.

TRABUE, HANSEN & HINSHAW, INC.
CONSULTING ENGINEERS



SANITARY SEWER EASEMENT
AREA 16,546 SQUARE FEET

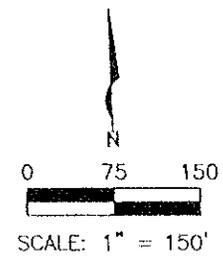
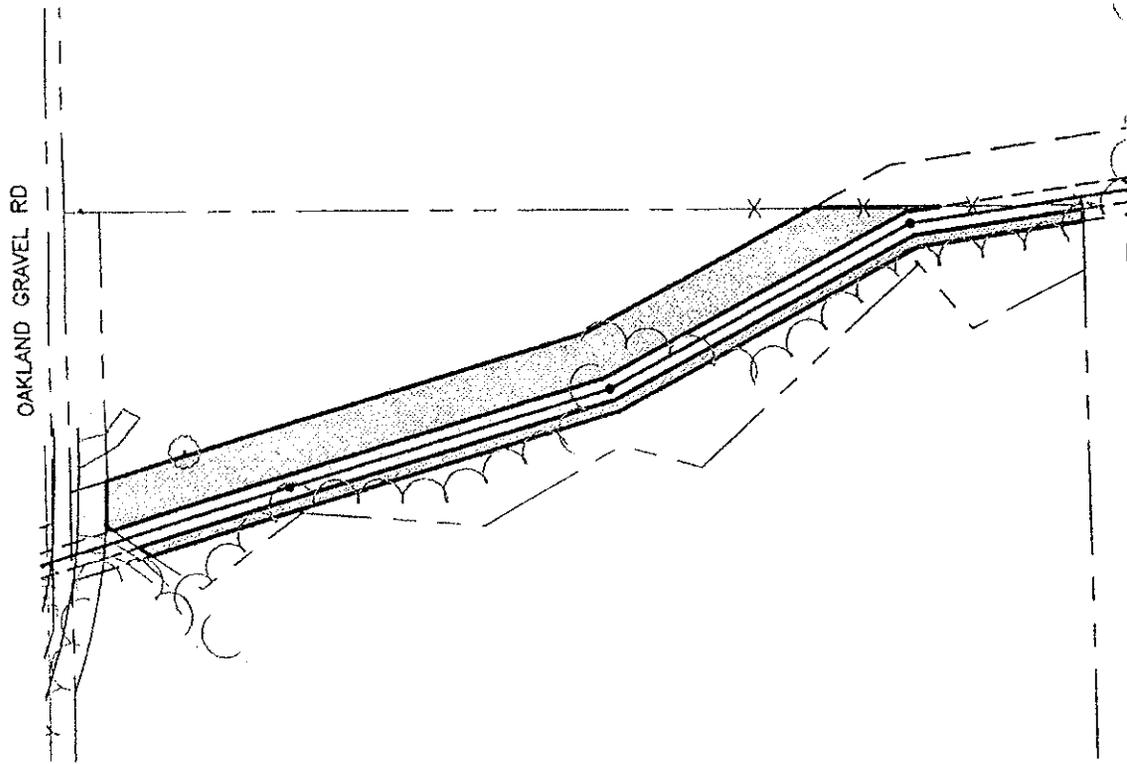
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CITY OF COLUMBIA
BEAR CREEK OUTFALL

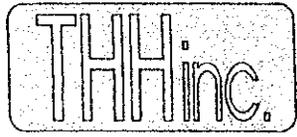
SEWER EASEMENT
DONALD L. AND JOAN
DICKS

TRABUE, HANSEN & HINSHAW, INC.
CONSULTING ENGINEERS



TEMPORARY CONSTRUCTION EASEMENT
AREA 36,639 SQUARE FEET

PARCEL 12-404-20-01-001.00



CITY OF COLUMBIA
BEAR CREEK OUTFALL

TEMPORARY CONSTRUCTION EASEMENT
DONALD L. AND JOAN
DICKS

- City, gravity
- City, Force Main
- BCRSD, gravity
- Proposed Bear Creek Outfall**
- ▭ columbia_corp_limit
- ▭ County_Boundaries



N Route B

E Oakland Church Rd

Oakland Gravel Rd

Pump Station

Bear Creek Outfall

Oakland Gravel Rd

Brown Station Rd

