

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: B 128-15

Department Source: Public Works

To: City Council

From: City Manager & Staff

Council Meeting Date: 5/18/2015

Re: Authorizing the City Manager to Execute a Grant of Easement for Drainage Purposes

Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Exhibits to Resolution/Ordinance

Supporting documentation includes: Map

Executive Summary

Authorizing the City Manager to execute a Grant of Easement for Drainage Purposes relating to the completed Maguire Road extension project. During the construction of this project, the drainage way was relocated to property owned by Union Electric.

Discussion

Union Electric is granting an easement to the City of Columbia for an existing drainage way that was relocated during the construction of the Maguire Road extension project. This drainage way was originally planned to be located adjacent to the bridge over Grindstone Creek; however, the bridge stabilization project forced the drainage way to be relocated adjacent to the right of way on Union Electric property.

Fiscal Impact

Short-Term Impact: N/A

Long-Term Impact: N/A

Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Transportation

Strategic Plan Impact: Infrastructure

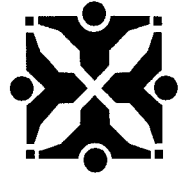
Comprehensive Plan Impact: Infrastructure

Suggested Council Action

Staff recommends that the City Council authorize the City Manager to execute the Grant of Easement for Drainage Purposes.

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Legislative History

None



Department Approved



City Manager Approved

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 128-15

AN ORDINANCE

authorizing the City Manager to execute a grant of easement for drainage purposes with Union Electric Company, d/b/a Ameren Missouri, relating to the Maguire Road extension project; directing the City Clerk to have the conveyance 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 a grant of easement for drainage purposes with Union Electric Company, d/b/a Ameren Missouri, relating to the Maguire Road extension project. The form and content of the easement shall be substantially in the same form as set forth in "Exhibit A" attached hereto.

SECTION 2. The City Clerk is authorized and directed to have the conveyance 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 _____, 2015.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

GRANT OF EASEMENT FOR DRAINAGE PURPOSES

THIS INDENTURE, made on the _____ day of _____, 2015, by and between Union Electric Company, d/b/a Ameren Missouri, a corporation of the State of Missouri, Grantor, and the City of Columbia, a municipal corporation in the County of Boone and the State of Missouri, Grantee; Grantee's mailing address is Post Office Box 6015, Columbia, MO 65205;

WITNESSETH:

That the said Grantor in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations paid by the Grantee, the receipt of which is hereby acknowledged does hereby grant unto said Grantee, its successors and assigns, the privilege, authority and right to construct, operate, replace, repair and maintain a storm drainage system which is all drainage facilities used for collecting and conducting storm water to, through, and from drainage areas to the points of final outlet including, but no limited to the following: conduits and appurtenant features, canals, ditches, streams, gullies, flumes, culverts and gutters, along with such other rights as are necessary and incidental thereto, under, across and upon the following described real estate, owned by us, situated in the County of Boone, State of Missouri, to-wit:

LEGAL DESCRIPTION:

AN IRREGULAR SHAPED PARCEL ALONG THE EAST LINE OF A TRACT OF LAND DESCRIBED IN A WARRANTY DEED IN BOOK 3372 AT PAGE 128, SAID TRACT BEING LOT 29B OF CONCORDE OFFICE & INDUSTRIAL PLAZA PLAT 14-B AS RECORDED IN PLAT BOOK 42 AT PAGE 44, BOTH OF THE BOONE COUNTY RECORDS; SITUATE IN THE CITY OF COLUMBIA, BOONE COUNTY, MISSOURI; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

STARTING AT THE NORTHEAST CORNER OF SAID LOT; THENCE ALONG THE EASTERLY LINE OF SAID LOT, SAID LINE ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF MAGUIRE BOULEVARD, S.30°08'35"E., 100.00 FEET TO THE POINT OF BEGINNING AT THE SOUTHEASTERLY CORNER OF A PLATTED DRAINAGE EASEMENT; THENCE CONTINUING ALONG SAID LINE S.30°08'35"E., 86.61 FEET TO THE NORTHEAST CORNER OF A PROPOSED 50 FOOT SCENIC CONSERVATION BIKEWAY/WALKWAY EASEMENT; THENCE LEAVING SAID LINE AND ALONG THE LINES OF SAID EASEMENT ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET A DISTANCE OF 25.16 FEET (THE CHORD OF SAID CURVE

HAVING BEARING AND DISTANCE OF S.84°32'25"W., 25.04 FEET); S.74°55'50"W., 37.96 FEET; ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET A DISTANCE OF 15.06 FEET (THE CHORD OF SAID CURVE HAVING BEARING AND DISTANCE OF S.77°23'40"W., 15.06 FEET); THENCE LEAVING THE LINES OF SAID EASEMENT N.27°28'30"W., 61.81 FEET; THENCE N.59°51'10"E., 70.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 5,276 SQUARE FEET INCLUSIVE OF 1,623 SQUARE FEET OF PLATTED UTILITY EASEMENT AND EXISTING DRAINAGE EASEMENT AS RECORDED IN BOOK 3466 AT PAGE 34 OF SAID RECORDS.

This grant includes the right of the Grantee, its contractors, agents and employees, to cross Grantor's abutting and enter upon said real estate at any time for the purpose of exercising any of the rights herein granted.

Grantee agrees that all activities permitted under this easement shall comply in all respects with all local, state and federal safety codes, standards and regulations ("Laws"). Grantee shall be solely responsible for all such activities, and shall obtain all permits and approvals related thereto. In no event shall the Grantee suffer or permit the existence of a lien or other encumbrances to be filed against Grantor's property, and shall provide the documentation and surety, as required by Grantor, to ensure that no such lien is filed, and that any lien so filed is immediately discharged.

The Grantee shall be solely responsible for the acts or omissions of its employees, contractors and subcontractors.

Without limiting any obligations or liabilities under this Agreement, the Grantee shall require its contractors and subcontractors shall, at their own expense, to provide and maintain or cause to be provided and maintained, in effect beginning upon the effective date for the life of this Agreement, minimum insurance coverage as follows:

Commercial General Liability Insurance naming Ameren Missouri, its officers, directors, and employees as additional insureds on a primary and non-contributory basis. The amount of insurance covering liability shall not be less than Two Million Dollars (\$2,000,000) as to any one occurrence and Two Million Dollars (\$2,000,000) in the aggregate with respect to bodily injury, including death, and property damage. Grantee shall also require contractors and subcontractors to carry workers' compensation insurance with limits no less than required by law and employers liability with limits not less than One Million Dollars (\$1,000,000).

The Grantee shall furnish to Ameren Missouri a Certificate of Insurance that the required coverage from any contractor and subcontractor is in force prior to the commencement of activities upon the above described property. Such certificate shall contain a clause stating that in the event of cancellation or material change; at least thirty (30) days' prior written notice shall be given to Ameren Missouri.

The Grantee agrees to bear responsibility for all costs or expenses for damages done to the property. Upon notification of a breach of the terms of this easement by the Grantee, Grantee shall take such steps to eliminate the breach to the reasonable satisfaction of the Grantor. Failure to remedy such breach may result in the termination of this easement.

The Grantor covenants with Grantee that, subject to liens and encumbrances of record at the date of this easement, it is the owner of the above-described property, and has the right and authority to make and execute this Grant of Easement.

TO HAVE AND TO HOLD said real property unto said Grantee, the City of Columbia, its successors and assigns forever, for the uses and purposes hereinbefore described.

IN WITNESS WHEREOF, the said Vice-President has caused these presents to be signed by its Vice-President the day and year first written above.

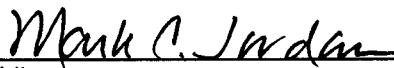
Union Electric Company, d/b/a Ameren Missouri

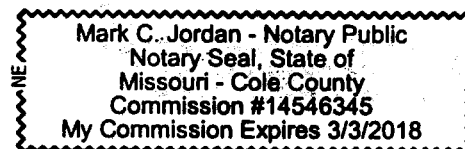

DENNIS W. WEISENBORN, Vice-President

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

On this 30th day of April, 2015, before me, a Notary Public in and for said state, personally appeared, DENNIS W. WEISENBORN, who being by me duly sworn, acknowledged that he is a Vice-President of Union Electric Company, d/b/a Ameren Missouri, a Missouri corporation, and that said instrument was signed in behalf of said corporation and further acknowledged that they executed the same as a free act and deed for the purposes therein stated and that they have been granted the authority by said corporation to execute the same.

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


Notary Public



IN WITNESS WHEREOF, said CITY OF COLUMBIA, MISSOURI has caused these presents to be signed by its City Manager and the city seal hereunto affixed at Columbia, Missouri this _____ day of _____, 2015.

ATTEST:

CITY OF COLUMBIA

SHEELA AMIN, City Clerk

MIKE MATTHES, City Manager

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this _____ day of _____, 2015, before me a Notary Public in and for said County and State aforesaid, personally appeared MIKE MATTHES to me personally known, who, by me duly sworn, did say that he is the City Manager of the City of Columbia; and that the seal affixed to the foregoing instrument is the city seal of said city and that the said instrument was signed and sealed in behalf of said city by authority of its City Council; and the said MIKE MATTHES_ 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 the day and year last above written.

My Commission expires: _____

Notary Public



SUPPORTING DOCUMENTS INCLUDED WITH THIS AGENDA ITEM ARE AS FOLLOWS:

Map



Scale: 1"=40'

Union Electric Co.
d/b/a AmerenUE
WD Bk 3372 Pg 128

Concorde Office & Industrial Plaza
Plat 14-B
PB 42 Pg 44
Lot 29B

17-404-00-01-014.00

Platted 20' utility
easement 100.00'

Drainage Easement
Bk 3466 Pg 34

Maguire Blvd

PDE 5,276 sqft incl
1,623 plot util & ex drain
Bk 3466 Pg 34

Platted drainage
easement

N 59°51'10"E
70.88'

N 27°28'50"W
61.81'

S 74°55'50"W
37.96'

Rt
R=175.00'
L=15.06'
CH=S.77°23'40"W., 15.06'

Proposed
50' Scenic Conservation
Bikeway/Walkway easement

Lt Non-tangent
R=75.00'
L=25.16'
CH=S.84°32'25"W
25.04'



City of Columbia, Missouri
Department of Public Works

Bio-Retention Terrace
Union Electric Co. Drainage Easement

Scale: As shown Own: BJA Date: 11/7/14