

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: B 262-15

Department Source: Public Works

To: City Council

From: City Manager & Staff

Council Meeting Date: 9/8/2015

Re: Forum Pedestrian Bridge Project - Agreement for the Conveyance of Easements with Woodrail Home Owners Association No. 4 and Vacating Certain Easements as Specified within the Agreement

Documents Included With This Agenda Item

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

Supporting documentation includes: None

Executive Summary

Authorizing the City Manager to execute an Agreement for Conveyance of Easements relating to the Forum Pedestrian Bridge (GetAbout) project. Payment for the easements will be made to Woodrail Home Owners Association No. 4 based on the appraisal.

Discussion

The Woodrail Home Owners Association No. 4 (HOA), without proper authority executed two easements to the City of Columbia on February 26, 2014. These easements were recorded and payment was made to the HOA based on the appraisal. The President of the HOA was made aware of the erroneous execution of easements and returned the payment to the City. The previously executed and erroneously signed easements will be vacated and the re-described easements will be executed and recorded.

The City and the HOA proceeded to re-design the easement/trail to better accommodate the HOA. The resulting Agreement formalizes the redesign, the need to vacate the original easements, and provides for the execution of the re-designed easements.

Fiscal Impact

Short-Term Impact: The total estimated cost for the Forum Pedestrian Bridge project is \$1,720,000 and will be funded from the Non-Motorized (GetAbout) grant. This cost includes engineering, right of way acquisition, and construction.

Long-Term Impact: The estimated annual cost for maintenance and repairs is \$3,000.

Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Transportation

Strategic Plan Impact: Health, Safety and Wellbeing, Infrastructure

Comprehensive Plan Impact: Infrastructure, Mobility, Connectivity, and Accessibility, Livable & Sustainable Communities

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Suggested Council Action

Authorize the City Manager to execute the Agreement for Conveyance of Easements and vacating those certain easements as described in the Agreement.

Legislative History

11/17/14 (Ord. #022270) Declaring the need to acquire easements for the construction of a shared use path, pedestrian bridge and roadway improvements along Forum Boulevard, between Katy Lane and Woodrail Avenue.

09/02/14 (R132-14) - Public Hearing for construction of a shared use path, pedestrian bridge and roadway improvements along Forum Boulevard, between Katy Lane and Woodrail Avenue.

01/23/14 IP meeting.

09/03/13 (REP 134-13) Non-Motorized Transportation (GetAbout) Project Prioritization.

06/17/13 (R115-13) authorizing engineering services agreement with Bartlett & West, for Forum Blvd Pedestrian & Bicycle Trail Project & construction of a new pedestrian bridge over Hinkson Creek.

10/25/12 Parks & Recreation Commission presentation.

10/23/12 Environment & Energy Commission presentation.

10/17/12 Bicycle & Pedestrian Commission presentation.

10/11/12 Disabilities Commission presentation.

10/01/12 (REP 152-12) Additional Federal Grant Funding for Nonmotorized Transportation Projects.

04/05/10 (RE 5-10) Wilson's Total Fitness Center - Forum GetAbout Alternate Designs.



Department Approved



City Manager Approved

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 262-15

AN ORDINANCE

authorizing an agreement for conveyance of easements with Woodrail Home Owners Association No. 4 as it relates to the Forum Boulevard pedestrian bridge (GetAbout) project; directing the City Clerk to have the agreement recorded; vacating easements for sidewalk and drainage and temporary construction purposes; directing the City Clerk to have a copy of this ordinance 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 Woodrail Home Owners Association No. 4 as it relates to the Forum Boulevard pedestrian bridge (GetAbout) project. The form and content of the agreement shall be substantially in the same form as set forth in "Attachment A" attached hereto.

SECTION 2. The City Clerk is authorized and directed to have the agreement for conveyance of easements with Woodrail Home Owners Association No. 4 recorded in the office of the Boone County Recorder of Deeds.

SECTION 3. The City Council finds and determines that certain easements for sidewalk and drainage and temporary construction purposes located on Lot 52 within Woodrail Subdivision Plat 4, more particularly described as follows:

GRANT OF EASEMENT FOR SIDEWALK AND DRAINAGE PURPOSES:

PART OF THE NORTHEAST QUARTER OF SECTION 27 AND PART OF THE NORTHWEST QUARTER OF SECTION 26 ALL LOCATED IN TOWNSHIP 48 NORTH, RANGE 13 WEST IN BOONE COUNTY, MISSOURI, BEING PART OF LOT 52 OF WOODRAIL PLAT NO. 4, RECORDED IN PLAT BOOK 11 PAGE 85 OF THE BOONE COUNTY RECORDS, ALSO BEING PART OF THE TRACT DESCRIBED BY THE DEED IN BOOK 424, PAGE 638, OF THE BOONE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 52 OF WOODRAIL PLAT NO. 4, RECORDED IN PLAT BOOK 11 PAGE 85, OF THE BOONE COUNTY RECORDS, ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF FORUM BOULEVARD; THENCE WITH THE WEST LINE OF SAID LOT 52, S 41°38'33" W, 31.35 FEET; THENCE LEAVING THE WEST LINE OF SAID LOT 52, S 56°41'31" E, 62.81 FEET; THENCE WITH A CURVE TO THE LEFT 35.86 FEET, CURVE RADIUS 61.00 FEET, CHORD S 73°32'05" E, 35.35 FEET; THENCE N 89°37'21" E, 7.67 FEET; THENCE WITH A CURVE TO THE RIGHT 3.94 FEET, CURVE RADIUS 11.00 FEET, CHORD S 80°07'02" E, 3.92 FEET; THENCE N 20°08'35" E, 10.00 FEET; THENCE S 69°51'25" E, 89.78 FEET; THENCE WITH A CURVE TO THE LEFT 31.14 FEET, CURVE RADIUS 115.00 FEET, CHORD S 77°36'49" E, 31.04 FEET; THENCE S 85°22'12" E, 75.95 FEET; THENCE WITH A CURVE TO THE RIGHT 19.24 FEET, CURVE RADIUS 85.00 FEET, CHORD S 78°53'10" E, 19.20 FEET; THENCE S 72°24'07" E, 78.37 FEET; THENCE S 17°35'53" W, 20.00 FEET; THENCE S 72°24'07" E, 31.91 FEET; THENCE N 14°29'04" E, 20.20 FEET; THENCE WITH A NON TANGENT CURVE TO THE LEFT 136.48 FEET, CURVE RADIUS 115.00 FEET, CHORD N 70°29'11" E, 128.61 FEET TO A POINT ON THE NORTH LINE OF LOT 52 OF WOODRAIL PLAT NO. 4, RECORDED IN PLAT BOOK 11 PAGE 85 OF THE BOONE COUNTY RECORDS, ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF FORUM BOULEVARD; THENCE WITH THE NORTH LINE OF SAID LOT 52, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF FORUM BOULEVARD, N 79°23'27" W, 34.87 FEET; THENCE LEAVING THE NORTH LINE OF SAID LOT 52, AND THE SOUTH RIGHT-OF-WAY LINE OF FORUM BOULEVARD, WITH A NON TANGENT CURVE TO THE RIGHT 90.19 FEET, CURVE RADIUS 85.00 FEET, CHORD S 77°12'03" W, 86.02 FEET; THENCE N 72°24'07" W, 29.57 FEET; THENCE N 17°35'53" E, 15.00 FEET; THENCE N 72°24'07" W, 45.00 FEET; THENCE S 17°35'53" W, 15.00 FEET; THENCE N 72°24'07" W, 28.37 FEET; THENCE WITH A CURVE TO THE LEFT 26.03 FEET, CURVE RADIUS 115.00 FEET, CHORD N 78°53'10" W, 25.97 FEET; THENCE N 85°22'12" W, 75.95 FEET; THENCE WITH A CURVE TO THE LEFT 8.87 FEET, CURVE RADIUS 85.00 FEET, CHORD S 82°22'50" E, 8.87 FEET; THENCE N 10°36'33" E, 29.79 FEET TO A POINT ON THE NORTH LINE OF LOT 52 OF WOODRAIL PLAT NO. 4, RECORDED IN PLAT BOOK 11 PAGE 85 OF THE BOONE COUNTY RECORDS, ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF FORUM BOULEVARD; THENCE WITH THE NORTH LINE OF SAID LOT 52, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF FORUM BOULEVARD, N 79°23'27" W, 197.64 FEET TO THE POINT OF BEGINNING AND CONTAINS 0.49 ACRES MORE OR LESS, INCLUSIVE OF 0.09 ACRES OF AN EXISTING PLATTED UTILITY AND DRAINAGE EASEMENT.

AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT:

PART OF THE NORTHEAST QUARTER OF SECTION 27 AND PART OF THE NORTHWEST QUARTER OF SECTION 26 ALL LOCATED IN TOWNSHIP 48 NORTH, RANGE 13 WEST IN BOONE COUNTY, MISSOURI, BEING PART OF LOT 52 OF WOODRAIL PLAT NO. 4, RECORDED IN PLAT BOOK 11 PAGE 85 OF THE BOONE COUNTY RECORDS, ALSO BEING PART OF THE TRACT DESCRIBED BY THE DEED IN BOOK 424, PAGE 638, OF THE BOONE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 52 OF WOODRAIL PLAT NO. 4, RECORDED IN PLAT BOOK 11 PAGE 85, OF THE BOONE COUNTY RECORDS, ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF FORUM BOULEVARD; THENCE WITH THE WEST LINE OF SAID LOT 52, S 41°38'33" W, 31.35 FEET; THENCE LEAVING THE WEST LINE OF SAID LOT 52, S 56°41'31" E, 62.81 FEET; THENCE WITH A CURVE TO THE LEFT 35.86 FEET, CURVE RADIUS 61.00 FEET, CHORD S 73°32'05" E, 35.35 FEET; THENCE N 89°37'21" E, 7.67 FEET; THENCE WITH A CURVE TO THE RIGHT 3.94 FEET, CURVE RADIUS 11.00 FEET, CHORD S 80°07'02" E, 3.92 FEET; THENCE S 69°51'25" E, 89.78 FEET; THENCE WITH A CURVE TO THE LEFT 33.84 FEET, CURVE RADIUS 125.00 FEET, CHORD S 77°36'49" E, 33.74 FEET; THENCE S 85°22'12" E, 75.95 FEET; THENCE WITH A CURVE TO THE RIGHT 16.98 FEET, CURVE RADIUS 75.00 FEET, CHORD S 78°53'10" E, 16.94 FEET; THENCE S 72°24'07" E, 68.37 FEET; THENCE S 17°35'53" W, 20.00 FEET; THENCE S 72°24'07" E, 52.47 FEET; THENCE N 14°29'04" E, 21.16 FEET; THENCE WITH A NON TANGENT CURVE TO THE LEFT 143.14 FEET, CURVE RADIUS 125.00 FEET, CHORD N 67°05'25" E, 135.45 FEET TO A POINT ON THE NORTH LINE OF LOT 52 OF WOODRAIL PLAT NO. 4, RECORDED IN PLAT BOOK 11 PAGE 85 OF THE BOONE COUNTY RECORDS, ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF FORUM BOULEVARD; THENCE WITH THE NORTH LINE OF SAID LOT 52, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF FORUM BOULEVARD, N 79°23'27" W, 534.99 FEET TO THE POINT OF BEGINNING AND CONTAINS 0.77 ACRES MORE OR LESS, INCLUSIVE OF 0.40 ACRES OF A PERMANENT SIDEWALK AND DRAINAGE EASEMENT GRANTED THIS DATE, AND 0.19 ACRES OF AN EXISTING PLATTED UTILITY AND DRAINAGE EASEMENT.

are in excess and surplus to the needs of the City and are hereby vacated.

SECTION 4. The City Clerk is hereby authorized and directed to cause a copy of this ordinance to be recorded in the office of the Recorder of Deeds of Boone County, Missouri.

SECTION 5. 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

CC 1 1

AGREEMENT FOR CONVEYANCE OF EASEMENTS

Grantor: Woodrail Home Owners Association No. 4 [Address: 1515 Woodrail Ave,
Columbia, MO 65203]

Grantee: City of Columbia, Missouri [address: PO Box 1016, Columbia, MO 65205-1016]

Legal

Description: The following described real estate situated in Boone County, Missouri, to wit:

See **Exhibits B and D** hereto

Date: _____, 2015

AGREEMENT FOR CONVEYANCE OF EASEMENTS

THIS AGREEMENT FOR CONVEYANCE OF EASEMENTS ("this Agreement") is made and entered into this _____ day of _____, 201____, by and between **the City of Columbia, Missouri**, a municipal corporation of the State of Missouri ("City") and **Woodrail Home Owners Association No. 4**, a Missouri nonprofit corporation ("Owner").

BACKGROUND RECITALS **["Recitals"]**

This Agreement is made and entered into by the City and the Owner (who may hereinafter be collectively referred to as "the Parties" and individually as a "Party") in view of the following facts, matters and circumstances:

Owner, an association of homeowners, owns certain real property located in the City of Columbia, Boone County, Missouri, consisting of 13.80 acres m/l, which is shown as Lot 52 of Woodrail – Plat No. 4, as shown in that certain Plat recorded at Book 11, Page 85 in the Real Property Records of Boone County, Missouri ("Owner's Property"). A true and accurate copy of such plat is attached as **Exhibit A** to this Agreement and incorporated herein by reference, as if fully set forth herein.

City desires to purchase two easements from Owner as part of the City's Forum Pedestrian Bridge construction project. The City desires to purchase one easement to use the area described in such easement as a sidewalk ("Sidewalk Easement"). A true and accurate copy of the proposed Sidewalk Easement is attached as **Exhibit B**, which is hereby incorporated into this Agreement by reference, as if fully set forth herein. The City further desires to purchase a temporary construction easement for purposes of constructing the proposed sidewalk ("Construction Easement"). A true and accurate copy of the proposed Construction Easement is attached as **Exhibit C**, which is hereby incorporated into this Agreement by reference, as if fully set forth herein. The Construction Easement and the Sidewalk Easement are collectively referred to herein as the "Easements". Owner is willing to convey the Easements to the City on the terms and conditions set forth herein.

NOW, THEREFORE, in view of the foregoing Recitals, the Parties hereto do hereby, mutually promise, covenant, declare, state and agree as follows:

AGREEMENTS

1. Conveyance of Easements. Subject to the terms and conditions of this Agreement, Owner agrees to convey to the City the Easements, substantially in the form of Exhibits B and C.

2. Payment to Owner. In consideration of the conveyance of the Easements, at the time of the delivery of the fully executed Easements by Owner to the City, the City shall pay to Owner the total sum of \$9,701.00.

3. Vacation of Previous Easement. Owner previously executed and delivered to the City, and the City recorded, that certain "Grant of Easement for Sidewalk and Drainage Purposes" dated February 26, 2015 and recorded at Book 4407 Page 113 in the Real Property records of Boone County, Missouri. A true and accurate copy of such easement is attached as **Exhibit D** and is incorporated by reference, as if fully set forth herein. The City agrees to vacate and release the easement described in Exhibit D. Upon vacation of the easement described in Exhibit D, the terms set forth in Exhibit D shall be deemed terminated, null, void and of no further effect. Owner has returned, and the City acknowledges receipt of, all consideration tendered to Owner with respect to the conveyance of the easement described in Exhibit D.

4. Construction of Sidewalk and Fence. The Sidewalk Easement is generally located as depicted in the sketch attached as **Exhibit E**, which is incorporated herein by reference as if fully set forth herein. The City agrees to construct a retaining wall along the full length of the side of the sidewalk which is adjacent to Owner's Property. The City agrees to construct a wooden fence on top of the retaining wall for the full length of the retaining wall. Such fence shall be six feet in height and composed of wood, unless the parties agree in writing to mutually agreeable substitute materials, with vertical pickets or panels with no spacing between the pickets or panels (i.e. the fence shall be solid). The City agrees to construct and maintain the sidewalk, retaining wall and wooden fence at the City's sole cost and expense. It is expressly agreed and understood that Owner shall have no repair or maintenance obligation with respect to the sidewalk, retaining wall or fence.

5. Advance Notice of Blasting. In the event that the City or its contractor(s) involved in construction of the Forum Pedestrian Bridge project determine that any blasting is required within the Easements, the contractor shall provide thirty (30) days advance written notice to Owner. Such notice shall be delivered in accordance with Section 6 of this Agreement.

6. Notice. All notices between the parties hereto shall be in writing and shall be sent by certified or registered mail, return receipt requested, by courier delivery or by e-mail to the addresses listed below. Notice shall be deemed effective upon receipt.

If to Owner:

Woodrail Home Owners Association No. 4
c/o Richard Royer
1515 Woodrail Ave
Columbia, MO 65203

With a copy to:

R. Caleb Colbert
Brown Willbrand, P.C.
601 East Broadway, Ste 201

Columbia, MO 65201
ccolbert@brownwillbrand.com

If to City:
City of Columbia
City Manager
P.O. Box 6015
701 E. Broadway
Columbia, MO 65205

Each party shall have the right to specify that notice is to be addressed to another address by giving to the other party ten (10) days written notice thereof.

7. Remedies. The parties to this Agreement may, either in law or equity, by suit, action, mandamus or other proceedings in court, seek declaratory relief and enforce and compel specific performance of this Agreement.

8. Scope of Easements. It is expressly agreed and understood that this Agreement is not intended to limit the scope of the rights or uses set forth in the Easements. In the case of any conflict between this Agreement and the Easements with respect to the rights and privileges conveyed to the City, the language of the Easements shall control.

9. Sole Benefit of Parties. This Agreement is for the sole benefit of the Parties. Nothing in this Agreement is intended to confer any rights or remedies on any third party.

10. Authority to Execute Agreement. The City executes this Agreement pursuant to authority granted by the City Council pursuant to and both parties agree they have each acted in accordance with applicable law. The Parties agree that this Agreement constitutes a lawful contract between the Parties and Owner hereby acknowledges and agrees that this Agreement and the City's ordinances and regulations applicable to this Agreement constitute lawful exercises of the City's authority and police power. Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by vote, order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

11. Entire Agreement. The parties state that this document and exhibits hereto contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

CITY:
City of Columbia, Missouri

By: _____
Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

Approved as to form:

Nancy Thompson, City Counselor

I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged, that is, account 440-8800-508.41-11 and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

000027

John Blattel, Director of Finance

OWNER:

Woodrail Home Owners Association No. 4

By: Raum

Name Printed: Richard A Royer

its President

STATE OF MISSOURI)
) SS
COUNTY OF BOONE)

On this 20th day of Aug. in the year 2015 before me, Karen S. Steinbeck (name of notary), a Notary Public in and for said state, personally appeared Richard A. Royer (name of manager or member) of **Woodrail Home Owners Association No. 4**, known to me to be the person who executed the above Agreement for Conveyance of Easements on behalf of said nonprofit corporation and acknowledged to me that he or she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and notarial seal at my office in the State and County aforesaid, on the day and year hereinabove first written.

Karen S. Steinbeck
Karen S. Steinbeck, Notary Public

My commission expires: 1-7-2018.

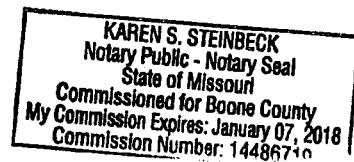


Exhibit A – Plat of Woodrail No. 4

Exhibit B – Sidewalk Easement

Exhibit C – Temporary Construction Easement

Exhibit D – February 2015 Sidewalk Easement

Exhibit E – Sketch

Exhibit A

WOODRAIL — PLAT NO. 4

A SUBDIVISION IN BOONE COUNTY, MISSOURI

LEGAL DESCRIPTION--WOODRAIL SUBDIVISION, PLAT 4

A TRACT OF LAND LIES PARTIALLY IN SECTION 34, T40N, R13W, AND PARTIALLY IN SECTION 37, T40N, R13W IN BOONE COUNTY, MISSOURI, SAID TRACT OF LAND ALSO BEING A PART OF A SURVEY RECORDED IN BOOK 9, PAGE 33 OF THE BOONE COUNTY, MISSOURI RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE CENTER OF SECTION 36, T40N, R13W SAID POINT ALSO BEING POINT NUMBER 2 OF A SURVEY RECORDED IN BOOK 9, PAGE 33 OF THE BOONE COUNTY, MISSOURI RECORDS; THENCE WITH THE CENTERLINE OF SAID HIGHWAY 56, N 89°45'W, 480.30 FEET; THENCE S 40°15'W, 50.00 FEET; THENCE ON A LINE N 30°15'W, 48.41 FEET, SAID LINE BEING A PART OF THE EAST RIGHT-OF-WAY OF WEST BULLVALE SOUTH AS SHOWN ON WOODRAIL SUBDIVISION PLAT 1 AS RECORDED IN PLAT BOOK 1, PAGE 2 OF THE BOONE COUNTY RECORDS; THENCE N 89°45'W, 120.10 FEET ALONG SAID RIGHT-OF-WAY TO THE POINT OF BEGINNING; THENCE S 64°45'W, 100 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF WEST BULLVALE SOUTH AS SHOWN ON WOODRAIL SUBDIVISION PLAT 1; THENCE N 30°15'W, 480.30 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 300.77 FEET, 156.06 FEET, THE LONG CHORD OF SAID CURVE BEING 377°15'W, 154.52 FEET; THENCE S 60°15'W, 480.30 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 150.50 FEET, 375.35 FEET, THE LONG CHORD OF SAID CURVE BEING S 80°15'W, 380.37 FEET; THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 150.50 FEET, 375.35 FEET, THE LONG CHORD OF SAID CURVE BEING N 80°15'W, 375.35 FEET; THENCE LEAVING THE NORTH BOUNDARY OF SAID WOODRAIL SUBDIVISION PLAT 1, N 89°45'W, 120.10 FEET; THENCE S 10°15'W, 50.00 FEET; THENCE N 40°15'W, 318.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WEST BULLVALE SOUTH EXTENDED; THENCE N 9°15'W, 120 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID RIGHT-OF-WAY, THENCE ALONG SAID RIGHT-OF-WAY, N 89°45'W, 154.52 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 300.77 FEET, 156.06 FEET, THE LONG CHORD OF SAID CURVE BEING S 60°15'W, 480.30 FEET; THENCE S 10°15'W, 50.00 FEET; THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 150.50 FEET, 375.35 FEET, THE LONG CHORD OF SAID CURVE BEING N 80°15'W, 375.35 FEET; THENCE S 10°15'W, 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 47.50 ACRES.

I HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND ATTACHED PLAT CORRECTLY PORTAYS A SURVEY MADE UNDER MY DIRECTION.

James V. Crockett
JAMES V. CROCKETT, CLERK

WITNESSES AND SUBORN TO BEFORE ME, A NOTARY PUBLIC, IN AND FOR BOONE COUNTY, MISSOURI: THIS 14th DAY OF August, 1974.

Bill R. Crockett
BILL R. CROCKETT, NOTARY PUBLIC
MY COMMISSION EXPIRES OCTOBER 30, 1976.

KNOW ALL MEN BY THESE PRESENTS:

THAT WOODRAIL DEVELOPMENT COMPANY, A MISSOURI CORPORATION IS THE SOLE OWNER OF THE ABOVE DESCRIBED TRACT OF LAND AND HAS CAUSED SAID TRACT OF LAND TO BE SURVEYED, SUBDIVIDED AND PLATTED AS SHOWN ON THE ATTACHED PLAT. THE STREETS DESIGNATED AS WOODRAIL DRIVE, WOODRAIL LANE, WOODRAIL DRIVE, WOODRAIL DRIVE, AND WEST BULLVALE SOUTH, AND THE SANITARY, UTILITY AND DRAINAGE, AS SHOWN AND HEREBY DESIGNATED TO THE PUBLIC USE FOREVER IN THE PLACES SHOWN ON THE PLAT.

THE PORTION OF LOTS 10 & 20, AS SHOWN AND SHOWN ON THE PLAT, ARE HEREBY RESERVED BY THE OWNER TO BE ASSIGNED TO THE OWNERS OF LOTS 10, 20, & 31 AS AN OPENED EASEMENT.

THE OWNERS OF LOTS 10 THROUGH 31 SHALL HAVE THE RIGHT, IF DESIRED, TO CONSTRUCT, OPERATE, AND MAINTAIN PIPES, DRAINAGE, & CLEANSERS TO SERVE AS PRIVATE SANITARY SEWER LATERALS FOR CONNECTION TO THE PUBLIC SANITARY SEWER SYSTEM ADJACENT, UNDER, AND UPON LOT 31 (COMMON LOT).

THOSE PORTIONS OF LOT 31, SHOWN AS DRIVEWAY EASEMENTS ON ATTACHED DRAWING, ARE HEREBY RESERVED BY THE OWNER TO BE ASSIGNED TO THE OWNERS OF LOTS 30 & 44 TO SERVE AS DRIVEWAY EASEMENTS. THE ABOVE DESCRIPTION AND ATTACHED PLAT SHALL HEREAFTER BE KNOWN AS WOODRAIL SUBDIVISION PLAT 4.

IN WITNESS WHEREOF WOODRAIL DEVELOPMENT COMPANY, INC. HAS CAUSED THESE PRESENTS TO BE SIGNED BY THE PROPER OFFICERS AND ITS CORPORATE SEAL TO BE HEREBY APPLIED ON THIS 14th DAY OF August, 1974.

Robert R. Ruppert
ROBERT R. RUPPERT, PRESIDENT

Helen Y. Ruppert
HELEN Y. RUPPERT, VICE-PRESIDENT

Bill R. Crockett
BILL R. CROCKETT - NOTARY PUBLIC

MY COMMISSION EXPIRES OCTOBER 30, 1976

DATE SUBMITTED FOR PROCESSING

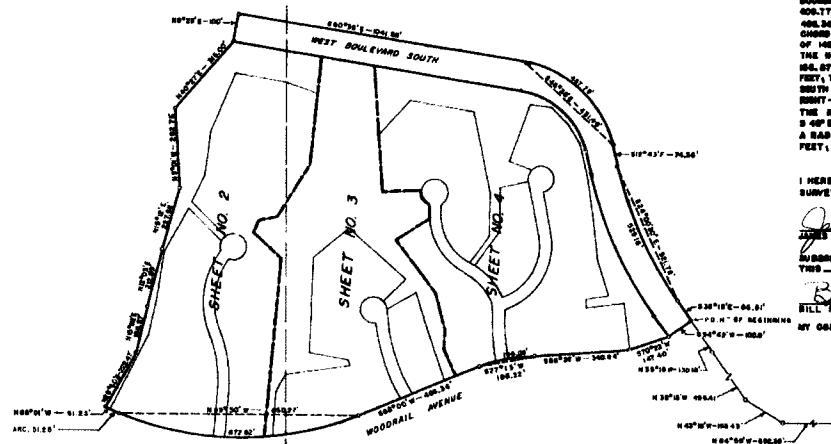
SHEET 1 OF 4

Prepared by CONSOLIDATED CONSULTANTS CORPORATION - 1820 BUS LOOP TO WEST COLUMBIA, MO.

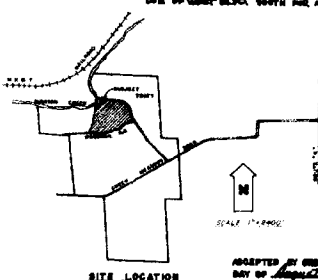
Woodrail Plat No. 4 - 3/1/74

INDEX TO PLAT

SHEET NO. 1	TITLE SHEET AND LEGAL DESCRIPTION
SHEET NO. 2	LOTS 10-26 & PART OF 52
SHEET NO. 3	LOTS 27-34 " " " "
SHEET NO. 4	LOTS 35-51 " " " "

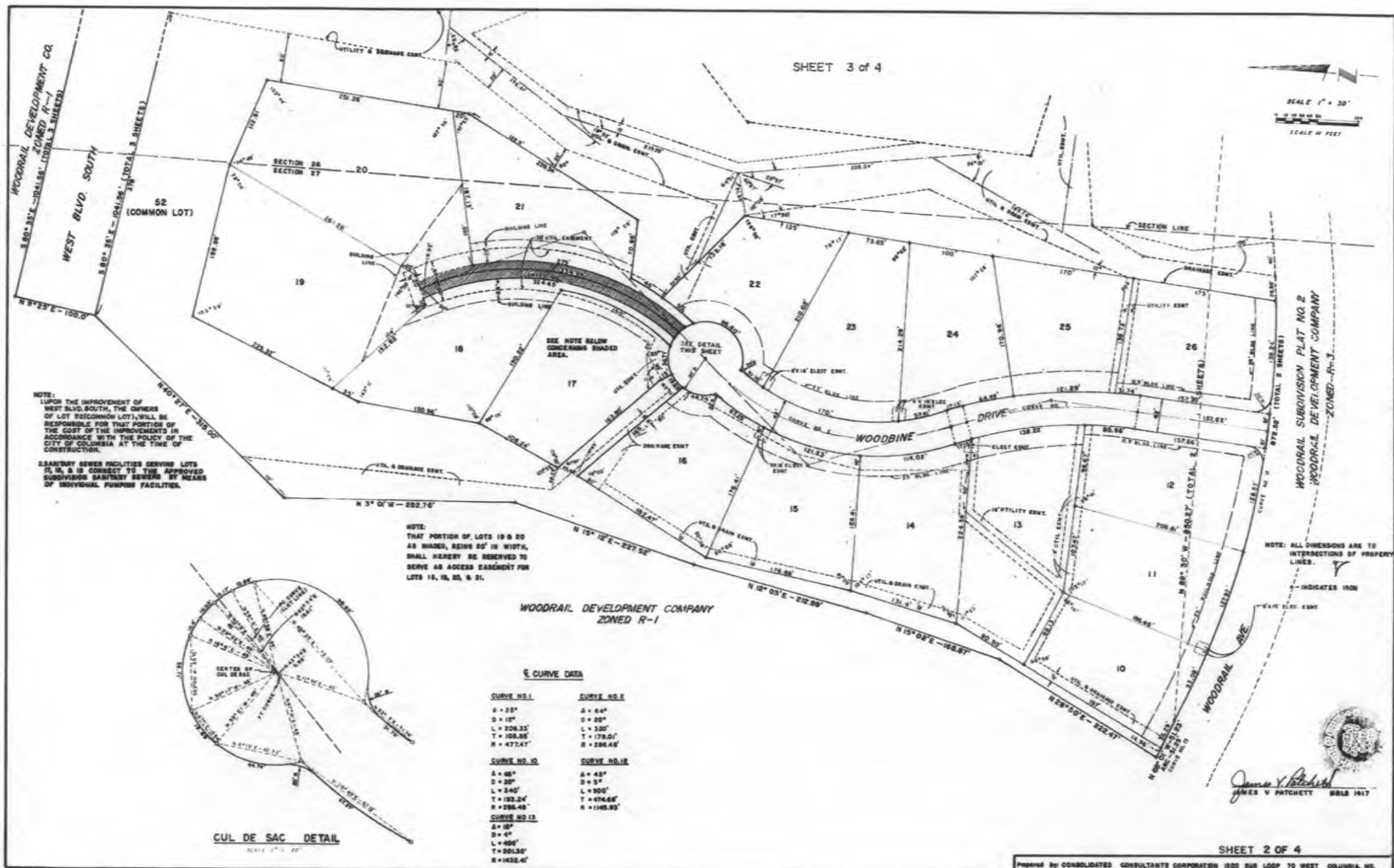


NOTE: THE DOCUMENT RECORDED IN BOOK 418 PAGE 510 OF THE BOONE COUNTY RECORDS RECALCULATES THE INTERESTS OF WEST BULLVALE SOUTH AND A PRIVATE ROADWAY.



ACCEPTED BY ORDINANCE OF THE CITY COUNCIL, THIS 19th DAY OF August, 1974, PROVIDED, HOWEVER, THAT THE CITY COUNCIL DO CONSENT TO MAINTAIN ANY OF THE STREETS DESIGNATED ON THIS PLAT UNTIL THEY ARE APPROVED TO MEET THE CITY MINIMUM STREET SPECIFICATIONS.

Tom R. Anderson
CLERK

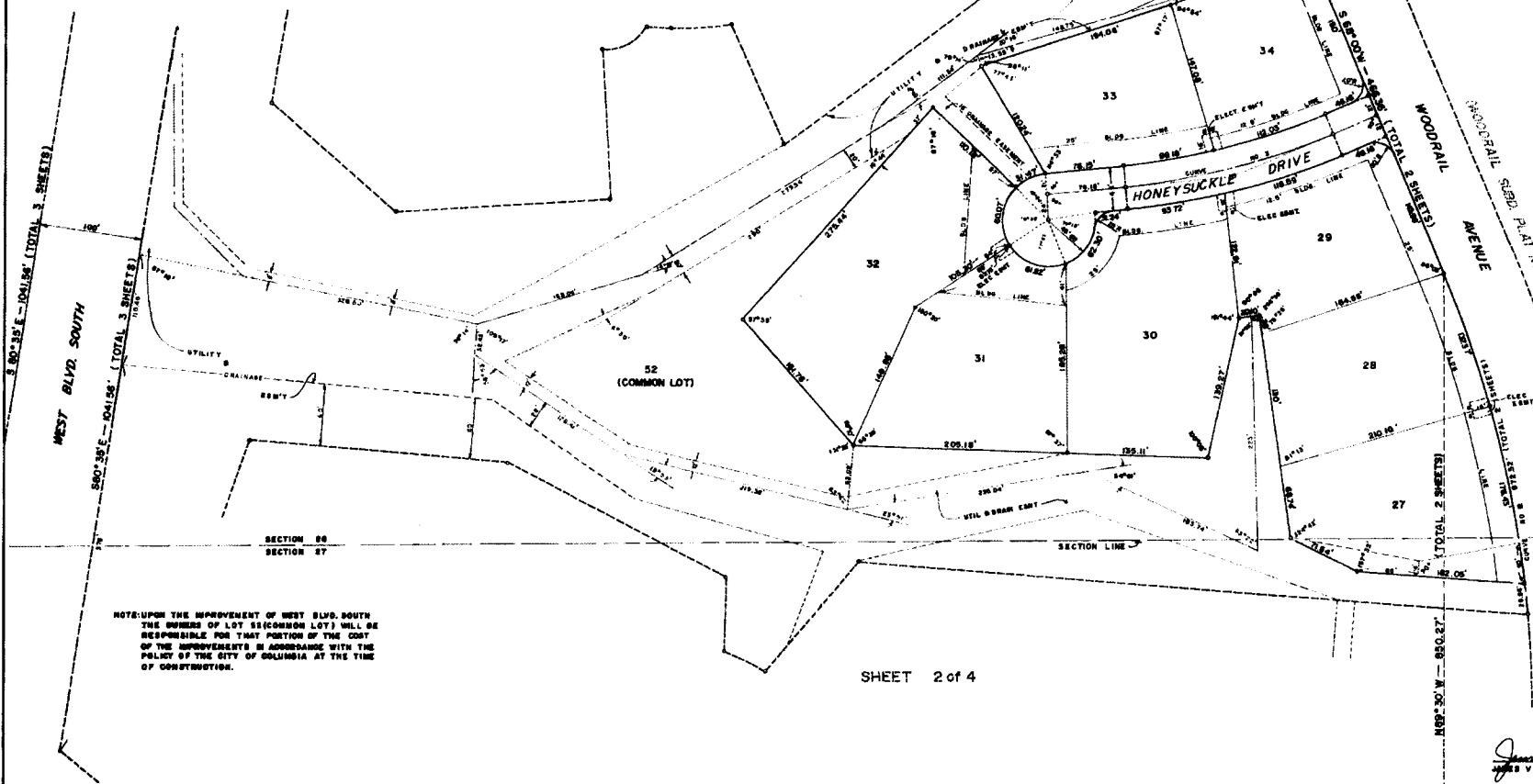


SHEET 4 of 4



CURVE DATA

CURVE NO. 3	CURVE NO. 12
A = 18°30'	A = 48°
D = 8"	D = 8"
L = 200.00'	L = 900'
T = 100.00'	T = 450.00'
R = 768.21'	R = 1146.86'



SHEET 2 of 4

James V. Patchett
JAMES V. PATCHETT
MILLS 1617

SHEET 3 of 4

W-35

WOODRAIL DEVELOPMENT COMPANY
(UNPLATTED)

HEREBY THE IMPROVEMENT OF WEST BLVD. SOUTH
THE OWNERS OF LOT 32 (COMMON LOT) WILL BE
RESPONSIBLE FOR THE PORTION OF THE COST
OF THE IMPROVEMENTS IN ACCORDANCE WITH THE
POLICY OF THE CITY OF COLUMBIA AT THE TIME
OF CONSTRUCTION.

WOODRAIL DEVELOPMENT COMPANY
ZONED R-1

WEST BLVD. SOUTH

SCALE 1" = 50'

1" = 50'

CURVE DATA

CURVE NO. 1	CURVE NO. 2
A = 51'	A = 39'
D = 8°	D = 28°
L = 133.33'	L = 154.85'
T = 68.75'	T = 66.46'
R = 394.50'	R = 250.37'
CURVE NO. 3	CURVE NO. 4
A = 61'	A = 77.75'
D = 30°	D = 38°
L = 254.09'	L = 298.14'
T = 129.00'	T = 170.32'
R = 250.37'	R = 250.37'
CURVE NO. 5	CURVE NO. 6
A = 22.35'	A = 67.03'
D = 4° 00'	D = 11° 01.7'
L = 848.40'	L = 308.60'
T = 278.35'	T = 226.36'
R = 1266.39'	R = 338.48'
CURVE NO. 7	CURVE NO. 8
A = 10.29'	A = 10.29'
D = 5° 58'	D = 5° 58'
L = 184.85'	L = 184.85'
T = 93.32'	T = 93.32'
R = 274.97'	R = 274.97'

James V. Pritchett
JAMES V. PRITCHETT JUL 14 1977

STATE OF MISSOURI
COUNTY OF BOONE

I, THE UNDERSIGNED DO HEREBY CERTIFY THAT THIS PLAT
WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF
DEEDS OF BOONE COUNTY THIS 14th DAY OF JULY 1977
HERE AND RECORDED IN PLAT BOOK 11, PAGE 58
AND FILED AT 2:00 P.M.

John Saunders
RECORDER OF DEEDS

William W. Miller
DEPUTY RECORDER OF DEEDS

SHEET 3 of 4

SHEET 4 of 4

Prepared by: CONSOLIDATED CONSULTANTS CORPORATION 1820 PUL LOOP 70 WEST COLUMBIA, MO.

Woodrail Plat No. 2 5/17 & 1/4

W35

Exhibit B

GRANT OF EASEMENT FOR SIDEWALK AND DRAINAGE PURPOSES

THIS INDENTURE, made on the _____ day of _____, 20____, by and between Woodrail Home Owners Association No. 4, a not-for-profit 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 City, its successors and assigns, an easement of way for sidewalk purposes, and 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:

Project: Forum Ped Bridge CPP 9999(516)
Parcel: 16-905-00-03-026.00

Legal Description

PART OF THE NORTHEAST QUARTER OF SECTION 27 AND PART OF THE NORTHWEST QUARTER OF SECTION 26 ALL LOCATED IN TOWNSHIP 48 NORTH, RANGE 13 WEST IN BOONE COUNTY, MISSOURI, BEING PART OF LOT 52 OF WOODRAIL SUBDIVISION PLAT 4, RECORDED IN PLAT BOOK 11 PAGE 85 OF THE BOONE COUNTY RECORDS, ALSO BEING PART OF THE TRACT DESCRIBED BY THE DEED IN BOOK 424, PAGE 638, OF THE BOONE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 52 OF WOODRAIL SUBDIVISION PLAT 4, RECORDED IN PLAT BOOK 11 PAGE 85, OF THE BOONE COUNTY RECORDS, ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF FORUM BOULEVARD; THENCE WITH THE WEST LINE OF SAID LOT 52, S 41°38'33" W, 31.35 FEET; THENCE LEAVING THE WEST LINE OF SAID LOT 52, S 56°41'31" E, 62.81 FEET; THENCE WITH A CURVE TO THE LEFT 35.86 FEET, CURVE RADIUS 61.00 FEET, CHORD S 73°32'05" E, 35.35 FEET; THENCE N 89°37'21" E, 7.67 FEET; THENCE WITH A CURVE TO THE RIGHT 3.94 FEET, CURVE RADIUS 11.00 FEET, CHORD S 80°07'02" E, 3.92 FEET; THENCE N 20°08'35" E, 10.00 FEET; THENCE S 69°51'25" E, 30.90 FEET; THENCE S 89°51'25" E, 78.42 FEET; THENCE N 10°36'33" E, 34.21 FEET, TO A POINT ON THE NORTH LINE OF LOT 52 OF WOODRAIL SUBDIVISION PLAT 4, RECORDED IN PLAT BOOK 11 PAGE 85 OF THE BOONE COUNTY RECORDS, ALSO BEING A POINT ON THE SOUTH RIGHT-OF-

Notary Public

Exhibit C

AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT for temporary construction easement entered into this _____ day of _____, 20_____, by and between, Woodrail Home Owners Association No. 4, a not-for-profit corporation of the state of Missouri, Grantor, and the City of Columbia, Missouri, 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 Grantor, in consideration of the sum of Ten Dollars (\$10.00), to us in hand paid by the City of Columbia, Missouri, a municipal corporation, 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 Forum Ped Bridge 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:

Parcel No.: 16-905-00-03-026.00
Project #: CPP 9999(516)

LEGAL DESCRIPTION

PART OF THE NORTHEAST QUARTER OF SECTION 27 AND PART OF THE NORTHWEST QUARTER OF SECTION 26 ALL LOCATED IN TOWNSHIP 48 NORTH, RANGE 13 WEST IN BOONE COUNTY, MISSOURI, BEING PART OF LOT 52 OF WOODRAIL SUBDIVISION PLAT 4, RECORDED IN PLAT BOOK 11 PAGE 85 OF THE BOONE COUNTY RECORDS, ALSO BEING PART OF THE TRACT DESCRIBED BY THE DEED IN BOOK 424, PAGE 638, OF THE BOONE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 52 OF WOODRAIL SUBDIVISION PLAT 4, RECORDED IN PLAT BOOK 11 PAGE 85, OF THE BOONE COUNTY RECORDS, ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF FORUM BOULEVARD; THENCE WITH THE WEST LINE OF SAID LOT 52, S 41°38'33" W, 31.35 FEET; THENCE LEAVING THE WEST LINE OF SAID LOT 52, S 56°41'31" E, 62.81 FEET; THENCE WITH A CURVE TO THE LEFT 35.86 FEET, CURVE RADIUS 61.00 FEET, CHORD S 73°32'05" E, 35.35 FEET; THENCE N 89°37'21" E, 7.67 FEET; THENCE WITH A CURVE TO THE RIGHT 3.94 FEET, CURVE RADIUS 11.00 FEET, CHORD S 80°07'02" E, 3.92 FEET; THENCE S 69°51'25" E, 110.78 FEET; THENCE N 10°36'33" E, 37.34 FEET; THENCE N 10°36'33" E, 34.21 FEET, TO A POINT ON THE NORTH LINE OF LOT 52 OF WOODRAIL SUBDIVISION PLAT 4, RECORDED IN PLAT BOOK 11 PAGE 85 OF THE BOONE COUNTY RECORDS, ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF FORUM BOULEVARD; THENCE WITH THE NORTH LINE OF SAID LOT 52, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF FORUM BOULEVARD, N 79°23'27" W, 197.64 FEET TO THE POINT OF BEGINNING AND

CONTAINS 0.26 ACRES, INCLUSIVE OF 0.21 ACRES OF A PERMANENT SIDEWALK AND DRAINAGE EASEMENT GRANTED THIS DATE.

TO HAVE AND TO HOLD said temporary easement and right-of-way unto the Grantee and to its successors and assigns during the period of construction herein referred to. Said easement shall cease within one year of acceptance of the completed construction project by the City Council or other date as specified in the City's acceptance of the project.

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 during the time of construction for the purpose of exercising any of the rights herein granted.

The Grantor covenants that it has the right and authority to make and execute this agreement on behalf of said corporation.

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

Woodrail Home Owners Association No. 4

By: _____
Name and title

ATTEST: _____
Name and title


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, _____, who being by me duly sworn, acknowledged that they are the _____ of Woodrail Home Owners Association No. 4, 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 the day and year last written above.

Notary Public

Exhibit D

Recorded in Boone County, Missouri
Date and Time: 03/03/2015 at 02:00:57 PM
Instrument #: 2015003718 Book: 4407 Page: 113
Instrument Type: E8MT
Recording Fee: \$30.00 S
No. of Pages: 3
Nora Dietzel, Recorder of Deeds


GRANT OF EASEMENT FOR SIDEWALK AND DRAINAGE PURPOSES

THIS INDENTURE, made on the 26TH day of FEB., 2015, by and between Woodrall Home Owners Association No. 4, a not-for-profit 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 8015, 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 City, its successors and assigns, an easement of way for sidewalk purposes, and 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:

Project: Forum Ped Bridge CPP 9999(516)
Parcel: 18-905-00-03-026.00

Legal Description

PART OF THE NORTHEAST QUARTER OF SECTION 27 AND PART OF THE NORTHWEST QUARTER OF SECTION 28 ALL LOCATED IN TOWNSHIP 48 NORTH, RANGE 13 WEST IN BOONE COUNTY, MISSOURI, BEING PART OF LOT 52 OF WOODRAIL PLAT NO. 4, RECORDED IN PLAT BOOK 11 PAGE 86 OF THE BOONE COUNTY RECORDS, ALSO BEING PART OF THE TRACT DESCRIBED BY THE DEED IN BOOK 424, PAGE 638, OF THE BOONE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 52 OF WOODRAIL PLAT NO. 4, RECORDED IN PLAT BOOK 11 PAGE 86, OF THE BOONE COUNTY RECORDS, ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF FORUM BOULEVARD; THENCE WITH THE WEST LINE OF SAID LOT 52, S 41°38'33" W, 31.35 FEET; THENCE LEAVING THE WEST LINE OF SAID LOT 52, S 58°41'31" E, 82.81 FEET; THENCE WITH A CURVE TO THE LEFT 35.86 FEET, CURVE RADIUS 81.00 FEET, CHORD S 73°32'05" E, 35.35 FEET; THENCE N 89°37'21" E, 7.67 FEET; THENCE WITH A CURVE TO THE RIGHT 3.94 FEET, CURVE RADIUS 11.00 FEET, CHORD S 80°07'02" E, 3.92 FEET; THENCE N 20°08'35" E, 10.00 FEET; THENCE S 69°51'25" E, 89.78 FEET; THENCE WITH A CURVE TO THE LEFT 31.14 FEET, CURVE RADIUS 115.00 FEET, CHORD S 77°36'49" E, 31.04 FEET; THENCE S 85°22'12" E, 75.95 FEET; THENCE WITH A CURVE TO THE RIGHT 19.24 FEET, CURVE

RADIUS 85.00 FEET, CHORD S 78°53'10" E, 19.20 FEET; THENCE S 72°24'07" E, 78.37 FEET; THENCE S 17°35'53" W, 20.00 FEET; THENCE S 72°24'07" E, 31.91 FEET; THENCE N 14°29'04" E, 20.20 FEET; THENCE WITH A NON TANGENT CURVE TO THE LEFT 136.48 FEET, CURVE RADIUS 115.00 FEET, CHORD N 70°29'11" E, 128.61 FEET TO A POINT ON THE NORTH LINE OF LOT 52 OF WOODRAIL PLAT NO. 4, RECORDED IN PLAT BOOK 11 PAGE 85 OF THE BOONE COUNTY RECORDS, ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF FORUM BOULEVARD; THENCE WITH THE NORTH LINE OF SAID LOT 52, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF FORUM BOULEVARD, N 79°23'27" W, 34.87 FEET; THENCE LEAVING THE NORTH LINE OF SAID LOT 52, AND THE SOUTH RIGHT-OF-WAY LINE OF FORUM BOULEVARD, WITH A NON TANGENT CURVE TO THE RIGHT 90.19 FEET, CURVE RADIUS 85.00 FEET, CHORD S 77°12'03" W, 86.02 FEET; THENCE N 72°24'07" W, 29.57 FEET; THENCE N 17°35'53" E, 15.00 FEET; THENCE N 72°24'07" W, 45.00 FEET; THENCE S 17°35'53" W, 15.00 FEET; THENCE N 72°24'07" W, 28.37 FEET; THENCE WITH A CURVE TO THE LEFT 26.03 FEET, CURVE RADIUS 115.00 FEET, CHORD N 78°53'10" W, 25.97 FEET; THENCE N 85°22'12" W, 75.95 FEET; THENCE WITH A CURVE TO THE LEFT 8.87 FEET, CURVE RADIUS 85.00 FEET, CHORD S 82°22'50" E, 8.87 FEET; THENCE N 10°36'33" E, 29.79 FEET TO A POINT ON THE NORTH LINE OF LOT 52 OF WOODRAIL PLAT NO. 4, RECORDED IN PLAT BOOK 11 PAGE 85 OF THE BOONE COUNTY RECORDS, ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF FORUM BOULEVARD; THENCE WITH THE NORTH LINE OF SAID LOT 52, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF FORUM BOULEVARD, N 79°23'27" W, 197.64 FEET TO THE POINT OF BEGINNING AND CONTAINS 0.49 ACRES MORE OR LESS, INCLUSIVE OF 0.09 ACRES OF AN EXISTING PLATTED UTILITY AND DRAINAGE EASEMENT.

This grant includes the right of the City of Columbia, Missouri, its officers, agents and employees, to enter upon the described land to construct, re-construct, maintain and operate a public sidewalk and storm drainage system at any time, for the purposes of exercising any of the rights herein granted.

The Grantor warrants, 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 and it will defend this Grant of Easement.

IN WITNESS WHEREOF, the said WOODRAIL HOMEOWNERS ASSOCIATION NO. 4 has caused these presents to be signed by its PRESIDENT the day and year first written above.

Woodrail Home Owners Association No. 4

By:

Name and title

RICHARD ROYAL, PRESIDENT

ATTEST:

Name and title

CHARLOTTE ANN SUTHERLAND, TREAS

BOONE COUNTY MO MAR 03 2015

STATE OF Missouri

)
)ss.
)

COUNTY OF Boone

On this 26th day of February in the year 2015, before me, a Notary Public in and for said state, personally appeared, Norma Renee Burton, who being by me duly sworn, acknowledged that they are the President of Woodrail Home Owners Association No. 4 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 the day and year last written above.

Angel Nicole Burton
Notary Public

ANGEL NICOLE BURTON
Notary Public - Notary Seal
STATE OF MISSOURI
Boone County
Commission #11040152
My Commission Expires: April 23, 2015



Recorded in Boone County, Missouri

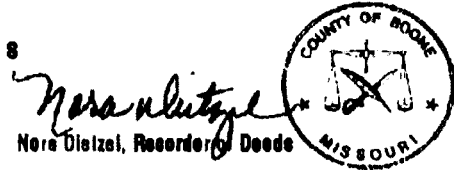
Date and Time: 03/03/2015 at 02:00:57 PM

Instrument #: 2015003719 Book: 4407 Page: 114

Instrument Type: AGR

Recording Fee: \$30.00

No. of Pages: 3



AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT for temporary construction easement entered into this 26th day of Feb, 2015, by and between, Woodrail Home Owners Association No. 4, a not-for-profit corporation of the state of Missouri, Grantor, and the City of Columbia, Missouri, 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 Grantor, in consideration of the sum of Ten Dollars (\$10.00), to us in hand paid by the City of Columbia, Missouri, a municipal corporation, 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 Forum Ped Bridge 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:

Parcel No.: 16-005-00-03-026.00

Project #: CPP 9999(516)

LEGAL DESCRIPTION

PART OF THE NORTHEAST QUARTER OF SECTION 27 AND PART OF THE NORTHWEST QUARTER OF SECTION 26 ALL LOCATED IN TOWNSHIP 48 NORTH, RANGE 13 WEST IN BOONE COUNTY, MISSOURI, BEING PART OF LOT 52 OF WOODRAIL PLAT NO. 4, RECORDED IN PLAT BOOK 11 PAGE 85 OF THE BOONE COUNTY RECORDS, ALSO BEING PART OF THE TRACT DESCRIBED BY THE DEED IN BOOK 424, PAGE 638, OF THE BOONE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 52 OF WOODRAIL PLAT NO. 4, RECORDED IN PLAT BOOK 11 PAGE 85, OF THE BOONE COUNTY RECORDS, ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF FORUM BOULEVARD; THENCE WITH THE WEST LINE OF SAID LOT 52, S 41°38'33" W, 31.35 FEET; THENCE LEAVING THE WEST LINE OF SAID LOT 52, S 56°41'31" E, 62.81 FEET; THENCE WITH A CURVE TO THE LEFT 35.86 FEET, CURVE RADIUS 61.00 FEET, CHORD S 73°32'06" E, 35.35 FEET; THENCE N 89°37'21" E, 7.67 FEET; THENCE WITH A CURVE TO THE RIGHT 3.94 FEET, CURVE RADIUS 11.00 FEET, CHORD S 80°07'02" E, 3.92 FEET; THENCE S 69°51'25" E, 89.78 FEET; THENCE WITH A CURVE TO THE LEFT 33.84 FEET, CURVE RADIUS 125.00 FEET, CHORD S 77°38'49" E, 33.74 FEET; THENCE S 85°22'12" E, 75.95 FEET; THENCE WITH A CURVE TO THE RIGHT 16.98 FEET, CURVE RADIUS 75.00 FEET, CHORD S 78°53'10" E, 16.94 FEET; THENCE S 72°24'07" E, 68.37 FEET; THENCE S 17°35'53" W, 20.00 FEET; THENCE S 72°24'07" E, 52.47 FEET; THENCE N 14°29'04" E, 21.16 FEET; THENCE WITH A NON

TANGENT CURVE TO THE LEFT 143.14 FEET, CURVE RADIUS 125.00 FEET, CHORD N 67°05'25" E, 135.45 FEET TO A POINT ON THE NORTH LINE OF LOT 52 OF WOODRAIL PLAT NO. 4, RECORDED IN PLAT BOOK 11 PAGE 85 OF THE BOONE COUNTY RECORDS, ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF FORUM BOULEVARD; THENCE WITH THE NORTH LINE OF SAID LOT 52, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF FORUM BOULEVARD, N 79°23'27" W, 534.99 FEET TO THE POINT OF BEGINNING AND CONTAINS 0.77 ACRES MORE OR LESS, INCLUSIVE OF 0.40 ACRES OF A PERMANENT SIDEWALK AND DRAINAGE EASEMENT GRANTED THIS DATE, AND 0.19 ACRES OF AN EXISTING PLATTED UTILITY AND DRAINAGE EASEMENT.

TO HAVE AND TO HOLD said temporary easement and right-of-way unto the Grantee and to its successors and assigns during the period of construction herein referred to. Said easement shall cease within one year of acceptance of the completed construction project by the City Council or other date as specified in the City's acceptance of the project.

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 during the time of construction for the purpose of exercising any of the rights herein granted.

The Grantor covenants that it has the right and authority to make and execute this agreement on behalf of said corporation.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by its Pres and attested by its Treas the day and year first written above.

Woodrail Home Owners Association No. 4

By:

Name and title

Richard Royer, Pres.

ATTEST:

Name and title

Charlotte Ann Solzberger, Treas.
CHARLOTTE ANN SOLZBERGER, TREAS.

BOONE COUNTY MO MAR 03 2015

STATE OF Missouri)
)ss.
COUNTY OF Boone)

On this 26th day of February, In the year 2015, before me, a Notary Public in and for said state, personally appeared, Richard Roper and Ann Salsinger who being by me duly sworn, acknowledged that they are the President and Treasurer of Woodrail Home Owners Association No. 4, 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 the day and year last written above.

Angel Nicole Burton
Notary Public

ANGEL NICOLE BURTON
Notary Public - Notary Seal
STATE OF MISSOURI
Boone County
Commission #11040162
Commission Expires: April 23, 2015

