

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 77-08

AN ORDINANCE

authorizing the City Manager to execute an agreement with Ed and Carmel Skrabal relating to construction of a pedestrian trail connection to Longview Park; accepting permanent and short-term recreational trail easements; directing the City Clerk to have the agreement and conveyances 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 with Ed and Carmel Skrabal relating to construction of a pedestrian trail connection to Longview Park. 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 of Columbia accepts the following conveyances:

Recreational Trail Easement – Short-Term from Ed and Carmel Skrabal dated March 7, 2008.

Permanent Recreational Trail Easement from Ed and Carmel Skrabal dated March 7, 2008.

SECTION 3. The City Clerk is authorized and directed to have the agreement and conveyances recorded in the office of the Boone County Recorder of Deeds.

SECTION 4. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2008.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

**AGREEMENT FOR CONVEYANCE OF PERMANENT AND
SHORT-TERM RECREATONAL TRAIL EASEMENTS**

This agreement dated this _____ day of _____, 2008, by and between the City of Columbia, Missouri, a municipal corporation, (hereinafter "City") and Ed and Carmel Skrabal, husband and wife (hereinafter "Owners").

WHEREAS, City is building a recreational trail through Longview Park, which will eventually interconnect with the City's public trail system; and

WHEREAS, Owners own property adjacent to Longview Park which is described in warranty deed recorded at Book 1650, Page 178 of the Boone County, Missouri records, which they intend to develop in the future (hereafter known as "vacant property"); and

WHEREAS, City and Owners have agreed to the placement of a recreational trail easement – short-term prior to the development of Owners' property and the placement of a permanent trail easement after that development.

NOW, THEREFORE, City and Owners agree as follows:

1. Owners agree to convey to City a recreational trail easement through their property which shall be 8-feet in width and developed immediately. This easement is described in the Recreational Trail Easement – Short-Term attached hereto as Exhibit A. Parties agree that this easement shall remain in effect until the development of Owners' vacant property near Longview and Lisa Lorane Streets. Owners and City agree that development of Owners' property shall be done in accordance with the regulations for development of property within the City of Columbia.
2. Owners agree to convey to City a permanent recreational trail easement for which construction shall commence upon the development of Owners' vacant property. This easement is attached hereto as Exhibit B and incorporated herein by reference.

3. In exchange for the conveyance of these easements, City agrees to the following terms:

a. City will develop the trail on these easements and in City's Longview Park and refrain from building a trail on City owned property directly behind Owners' residence located at the corner of Lisa Lorane and Longview Streets. City owns real estate abutting Owners' residence described in a Deed recorded in Book 02626, Page 0169 in the records of Boone County, Missouri. By acceptance of this easement, City covenants and agrees to refrain from using or improving said land in consideration of Owners' grant of this permanent recreational trail easement. Upon approval of the agreement and acceptance of the permanent and short term easements, City agrees to quit claim city's real property being a narrow stem that truncates Owners' backyard.

b. City agrees to allow Owners to construct, at their expense, a sewer connecting their property to a sewer line located within Longview Park. Owners agree to restore the park to its previous condition after the construction of the sewer. Owners further agree that plans and specifications for the construction shall be approved by the City's public works department.

c. City agrees to erect a fence along the short-term and ultimately the permanent easement at City's expense. City and Owners will agree on the design of this fence.

d. City and Owners recognize that City will plant a tree buffer between Owners' property and the permanent easement. The parties recognize that the planting of these trees will depend upon Owners' development of the vacant land and cannot be specifically designed at this time.

4. City and Owners agree that these easements shall be conveyed upon the execution of this agreement.

IN WITNESS WHEREOF, the parties hereto have been 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

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this _____ day of _____, 2008, before me appeared H. William Watkins, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Columbia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the City Manager acknowledged this instrument to be the free act and deed of the City.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal, at my office in Columbia, Boone County, Missouri, the day and year first above written.

Notary Public

My commission expires: _____.

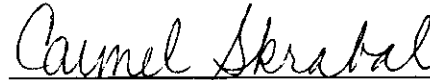
OWNERS:

By:



Ed Skrabal

By:



Carmel Skrabal

STATE OF MISSOURI)
)ss.
COUNTY OF BOONE)

On this 7th day of March, 2008, before me, a Notary Public in and for said state, personally appeared Ed and Carmel Skrabal, husband and wife, known to me to be the persons described in and who executed the foregoing instrument, 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 Shannon L. Smith

My commission expires: May 24, 2008

SHANNON L. SMITH
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires May 24, 2008

RECREATIONAL TRAIL EASEMENT – SHORT-TERM

THIS INDENTURE, made on the 7th day of March, 2008, by and between Ed and Carmel Skrabal, husband and wife, Grantors, and the City of Columbia, Missouri, a municipal corporation, Grantee, Grantee's mailing address Post Office Box 6015, Columbia, MO 65205;

WITNESSETH:

That Grantors, for good and valuable consideration, which includes separate agreements entered into between Grantor and Grantee for the conveyance of these easements, its desire to preserve for posterity the natural beauty and character of the following described property, does hereby grant unto the City of Columbia, Missouri, an exclusive perpetual easement in, over, under, across and through the following described real property for the construction, installation, reconstruction, replacement, removal, repair, maintenance, and operation of a recreational trail, not to exceed eight (8) feet in width, and appurtenances thereto:

A strip of land eight (8) feet in width over a part of the tract described in the warranty deed in Book 1650 at page 178 of the Boone County Records; situated in the southwest quarter of Section 20, Township 48 North, Range 13 West in the City of Columbia, Boone County, Missouri; said strip being described as follows:

BEGINNING at the southeast corner of Lot 33 of Longview Subdivision on the north line of Lisa Lorane Drive, both as per plat recorded in Plat Book 28 at page 95; thence along the easterly prolongation of said north line, S.85°34'00"E., 138.57 feet; thence along a curve to the right having a radius of 50.00 feet, a distance of 70.37 feet, the chord of said curve having bearing and distance of S.45°14'40"E., 64.71 feet; thence S.4°55'20"E., 8.24 feet to the prolongation of the south line of said Lisa Lorane Drive; thence along said prolongation, N85°34'00"W., 8.11 feet; thence N.4°55'20"W., 6.92 feet; thence along a curve to the left having a radius of 42.00 feet, a distance of 59.12 feet, the chord of said curve having bearing and distance of N.45°14'40"W., 54.35 feet; thence N.85°34'00"W., 138.34 feet to the east line of said Longview Subdivision; thence along said east line N.2°, 46'40"E., 8.00 feet to the POINT OF BEGINNING and containing 1690 square feet.

Grantors and Grantee, as further consideration for the easement granted herein, do hereby agree that the following terms, conditions, restrictions and limitations shall be effective and binding upon the parties and their respective successors and assigns.

The easement herein granted shall be in existence until Grantors, their successors and assigns develop their vacant property at which time the 8-foot easement described herein shall cease and Grantee shall develop a permanent recreational trail on the 15-foot permanent recreational trail easement granted by Grantors.

It is the intent of this easement that no private encroachment shall be permitted and the Grantor shall not cause to be constructed or allow to be constructed in, over, under, across, through, or upon the described easement any buildings, structures, swimming pools, signs, billboards, utility lines or pipes, power transmission lines, roadway or any other improvements not provided for herein.

Upon cessation of the use of the short-term easement by Grantee, Grantee agrees to quit claim this easement to Grantors, which will allow to develop its property without any restriction created by the short-term easement.

Grantors accept no liability for accidents or damages resulting from such public use of the easement as may be invited by the Grantee's construction of the recreational trail, or as otherwise may result from the Grantee's ownership of the easement granted herein.

Grantee agrees to keep said easement clear of debris and trash and to repair and maintain Grantee's improvements in a good and safe condition, free of nuisance.

Grantee agrees to indemnify and hold Grantors harmless for any claims, damages, suits, injuries or death which occurs on the easement.

Subject to the conditions, restrictions, and limitations contained herein, this recreational trail easement is not intended to interfere with the use of the easement area by the Grantors and their successors and assigns for all purposes which are not inconsistent with or antagonistic to this grant.

The Grantors shall not cause or allow any of the following to be done on the described easement:

- a. excavation
- b. change of topography
- c. mining, drilling, removal of top soil, sand, gravel, rocks or minerals
- d. spraying of herbicides or pesticides
- e. dumping or burning
- f. hunting or trapping
- g. commercial lumbering
- h. storage or placement of any trailers, house trailers, signs, billboards, advertisements, equipment, machinery, cars, trucks, garbage, trash, unsightly materials or items of any nature whatsoever

Except for dead or diseased plant life, which condition may be determined only by the Parks and Recreation Department of the City of Columbia, no plants, shrubs, ground cover or trees shall be removed. However, the Parks and Recreation Department may remove plants, shrubs, ground cover and trees necessary for the construction, installation, maintenance, repair, etc., of the recreational trail, and for conservation, scenic, and erosion purposes or for reasons of public safety, as determined by the Parks and Recreation Department.

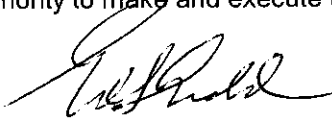
Grantors' duties, obligations, and liabilities, relating to natural drainage courses shall not be affected by the easement granted here.

The only vehicular access granted by the easement shall be for purposes of maintenance of Grantee's facilities on the easement or for access by emergency vehicles and the case of the occurrence of an emergency within the easement. Grantee agrees to use its best efforts to keep vehicular access to a minimum.

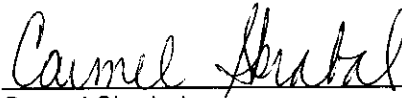
The Grantors hereby covenant with Grantee that they are the true and lawful owners of the above-described real property and are lawfully seized of the same in fee simple and has good right and full power to grant this recreational trail easement.

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.

The Grantors covenant that they have the right and authority to make and execute this agreement.



Ed Skrabal

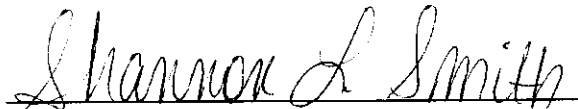


Carmel Skrabal

STATE OF MISSOURI)
)ss.
COUNTY OF BOONE)

On this 7th day of March, 2008, before me, a Notary Public in and for said state, personally appeared Ed and Carmel Skrabal, husband and wife, known to me to be the persons described in and who executed the foregoing instrument, 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 Shannon L. Smith

My commission expires:

SHANNON L. SMITH
Notary Public - Notary Seal
State of Missouri
County of Boone
Commission Expires May 24, 2008

PERMANENT RECREATIONAL TRAIL EASEMENT

THIS INDENTURE, made on the 7th day of March, 2008, by and between Ed and Carmel Skrabal, husband and wife, Grantors, and the City of Columbia, Missouri, a municipal corporation, Grantee, Grantee's mailing address Post Office Box 6015, Columbia, MO 65205;

WITNESSETH:

That Grantors, for good and valuable consideration, which includes separate agreements entered into between Grantor and Grantee for the conveyance of these easements, its desire to preserve for posterity the natural beauty and character of the following described property, does hereby grant unto the City of Columbia, Missouri, an exclusive perpetual easement in, over, under, across and through the following described real property for the construction, installation, reconstruction, replacement, removal, repair, maintenance, and operation of a recreational trail, not to exceed fifteen (15) feet in width, and appurtenances thereto:

A strip of land fifteen (15) feet in width over a part of the tract described in the warranty deed in Book 1650 at page 178 of the Boone County Records; situated in the southwest quarter of Section 20, Township 48 North, Range 13 West in the City of Columbia, Boone County, Missouri; said strip being described as follows:

Commencing at the southeast corner of Lot 33 of Longview Subdivision on the north line of Lisa Lorane Drive; both as per plat recorded in Plat Book 28 at page 95; thence along the easterly prolongation of said north line, S.85°34'00"E., 138.57 feet; thence along a curve to the right having a radius of 50.00 feet, a distance of 70.37 feet, the chord of said curve having bearing and distance of S.45°14'40"E., 64.71 feet; thence S.4°55'20"E., 8.24 feet to the prolongation of the south line of said Lisa Lorane Drive and the POINT OF BEGINNING; thence continuing S.4°55'20"E., 199.03 feet to a line of the survey in Book 1215 at page 47; thence along said line, N.25°11'20"W., 43.30 feet; thence leaving said line, N.4°55'20"W., 160.88 feet; thence S.85°34'00"E., 15.20 feet to the POINT OF BEGINNING and containing 2700 square feet.

Grantors and Grantee, as further consideration for the easement granted herein, do hereby agree that the following terms, conditions, restrictions and limitations shall be effective and binding upon the parties and their respective successors and assigns.

The easement herein granted shall run with the land in perpetuity and its is the intent and purpose of both parties to this easement to restrict and forbid any activity or use which would, as a natural consequence of such, impede or make more difficult use of the easement for its intended purposes and accomplishment of recreational trail objectives.

It is the intent of this easement that no private encroachment shall be permitted and the Grantor shall not cause to be constructed or allow to be constructed in, over, under, across, through, or upon the described easement any buildings, structures, swimming pools, signs, billboards, utility lines or pipes, power transmission lines, roadway or any other improvements not provided for herein.

Grantors accept no liability for accidents or damages resulting from such public use of the easement as may be invited by the Grantee's construction of the recreational trail, or as otherwise may result from the Grantee's ownership of the easement granted herein.

Grantee agrees to keep said easement clear of debris and trash and to repair and maintain Grantee's improvements in a good and safe condition, free of nuisance.

Grantee agrees to indemnify and hold Grantors harmless for any claims, damages, suits, injuries or death which occurs on the easement.

Subject to the conditions, restrictions, and limitations contained herein, this recreational trail easement is not intended to interfere with the use of the easement area by the Grantors and their successors and assigns for all purposes which are not inconsistent with or antagonistic to this grant.

The Grantors shall not cause or allow any of the following to be done on the described easement:

- a. excavation
- b. change of topography
- c. mining, drilling, removal of top soil, sand, gravel, rocks or minerals
- d. spraying of herbicides or pesticides
- e. dumping or burning
- f. hunting or trapping
- g. commercial lumbering
- h. storage or placement of any trailers, house trailers, signs, billboards, advertisements, equipment, machinery, cars, trucks, garbage, trash, unsightly materials or items of any nature whatsoever

Except for dead or diseased plant life, which condition may be determined only by the Parks and Recreation Department of the City of Columbia, no plants, shrubs, ground cover or trees shall be removed. However, the Parks and Recreation Department may remove plants, shrubs, ground cover and trees necessary for the construction, installation, maintenance, repair, etc., of the recreational trail, and for conservation, scenic, and erosion purposes or for reasons of public safety, as determined by the Parks and Recreation Department.

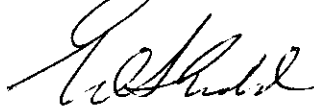
Grantors' duties, obligations, and liabilities, relating to natural drainage courses shall not be affected by the easement granted here.

The only vehicular access granted by the easement shall be for purposes of maintenance of Grantee's facilities on the easement or for access by emergency vehicles and the case of the occurrence of an emergency within the easement. Grantee agrees to use its best efforts to keep vehicular access to a minimum.

The Grantors hereby covenant with Grantee that they are the true and lawful owners of the above-described real property and are lawfully seized of the same in fee simple and has good right and full power to grant this recreational trail 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.

The Grantors covenant that they have the right and authority to make and execute this agreement.



Ed Skrabal

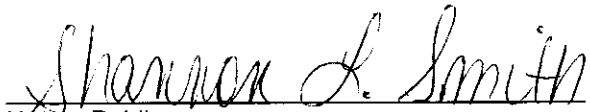


Carmel Skrabal

STATE OF MISSOURI)
)ss.
COUNTY OF BOONE)

On this 7th day of March, 2008, before me, a Notary Public in and for said state, personally appeared Ed and Carmel Skrabal, husband and wife, known to me to be the persons described in and who executed the foregoing instrument, 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

Shannon L. Smith

My commission expires: May 24, 2008

SHANNON L. SMITH
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires May 24, 2008

Source

TO: City Council
FROM: City Manager and Staff
DATE: March 17, 2008
RE: Longview Park: Permanent and Temporary Recreation Trail Easements



Mike Hood



Fiscal Impact

YES

NO ✓

Other Info.

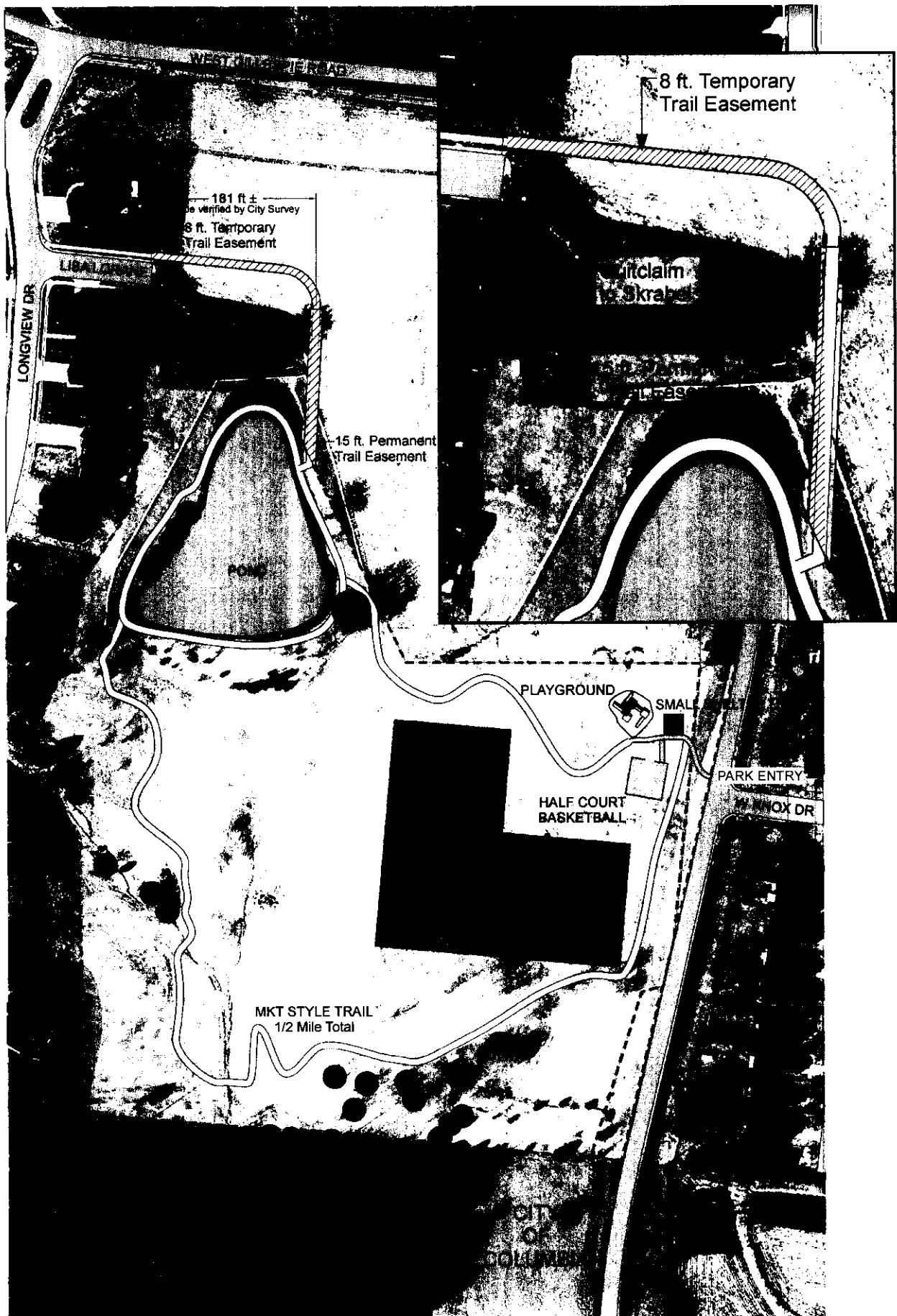
Summary: The Parks and Recreation Department is requesting an ordinance to authorize the City Manager to accept an agreement with Ed and Carmel Skrabal for a permanent and temporary or short-term recreation trail easements to facilitate the construction of a pedestrian trail connection to the Longview Park. In exchange of the permanent easement, the City will quick-claim ownership of existing City owned land that currently divides the Skrabal property. This exchange of property for a permanent and temporary easement was discussed with Council on March 5, 2007 during the initial Longview Park Development public hearing. The temporary easement is required as the Skrabals have not platted the property located at the terminus of Lisa Lorane Drive. It is anticipated that this property will be platted as a residential neighborhood. Once this adjacent property is platted, access to the park will be conducted on sidewalks connecting to the permanent easement.

Discussion: The proposed permanent and short-term recreation trail easement between the City and Ed and Carmel Skrabal is the result of a mutual understanding that the City's potential trail connection location to the park from Lisa Lorane Drive. has inherent short-comings. The original trail location is very close to the back of the Skrabal's residence located on the southside of Lisa Lorane Drive. If a trail connection were built at this location it would bisect the backyard of the Skrabal property and would substantially alter their freedom to use their yard as they see fit. It would also result in public use of a trail that was located very close to their deck and active living space near the rear of their house.

This exchange of property for a permanent and temporary or short-term easement was discussed with Council on March 5, 2007 during the initial Longview Park Development public hearing. The temporary easement is required as the Skrabals have not platted the property located at the terminus of Lisa Lorane Drive. It is anticipated that this property will be platted as a residential neighborhood. Once this adjacent property is platted, access to the park will be conducted on sidewalks connecting to the permanent easement.

Staff is recommending approval of the proposed permanent and temporary recreational trail easements in exchange for the City authorizing a quick-claim deed of the City owned trail access located behind the Skrabal's residence. Once the agreements are signed, park staff will immediately begin the construction of the new trail connection to the park.

Recommended Council Action: If the Council concurs, approve the ordinance authorizing the City Manager to enter into an agreement with Ed and Carmel Skrabal for a temporary and permanent recreational trail easement.



LONGVIEW PARK MASTER PLAN

50 0 50 100 feet

CITY OF COLUMBIA
PARKS AND RECREATION

