

# City of Columbia

701 East Broadway, Columbia, Missouri 65201



**Agenda Item Number:** B 67-15

**Department Source:** Parks and Recreation

**To:** City Council

**From:** City Manager & Staff

**Council Meeting Date:** 3/16/2015

**Re:** Accept donation of Lot 112 of Crosscreek Center and related easements for the Grindstone Creek Trail Phase I project.

## Documents Included With This Agenda Item

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

**Supporting documentation includes:** Photos Lot 112 Crosscreek Center

## Executive Summary

Staff has prepared an ordinance which authorizes the acceptance of Lot 112 of Crosscreek Center and related easements for the construction of the Grindstone Creek Trail Phase I. At the April 21, 2014 meeting, Council approved the acquisition of several easements including two permanent Scenic Conservation Bike/Walkway easements; two permanent drainage easements; and a temporary construction easement, all from MDS Real Estate Associates, LLC. At the time, staff was negotiating with MDS on donating these easements along with Lot 112 of Crosscreek Center which will be a future site for the expansion of the North Fork of the Grindstone Trail. MDS is now ready to make the donation of all easements and Lot 112 and staff is requesting that Council approve the ordinance which accepts the donation.

## Discussion

On April 21, 2014, Council approved the acquisition of six (6) permanent Scenic Conservation Bike/Walkway easements, two (2) temporary construction easements, and two permanent drainage easements for the construction of the Grindstone Creek Trail Phase I. Since that time staff has been negotiating with all affected property owners.

Staff has negotiated a donation of easements and property from MDS Real Estate. This includes two permanent Scenic Conservation Bike/Walkway easements; two permanent drainage easements; and a temporary construction easement. Park planning staff also discussed the donation of Lot 112 of Crosscreek Center. The future North Fork of the Grindstone Creek Trail will likely be routed on this lot, so it is a valuable acquisition. Mr. John States of MDS Real Estate, wanted to make all donations at the same time and Council approval of this ordinance accepts the donation of the easements and Lot 112.

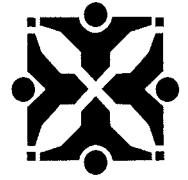
## Fiscal Impact

Short-Term Impact: None.

Long-Term Impact: None

# City of Columbia

701 East Broadway, Columbia, Missouri 65201



## Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Parks, Recreation and Greenways

Strategic Plan Impact: Health, Safety and Wellbeing

Comprehensive Plan Impact: Mobility, Connectivity, and Accessibility

## Suggested Council Action

Approve the ordinance authorizing the acceptance of the donation of the easements and lots required for the Phase I construction of the Grindstone Creek Trail.

## Legislative History

Brown Easement Acquisition - December 1, 2014

[http://www.gocolumbiamo.com/ParksandRec/Council\\_Agenda\\_Items/councilagendaitems\\_2011-2015.php](http://www.gocolumbiamo.com/ParksandRec/Council_Agenda_Items/councilagendaitems_2011-2015.php)

MoDOT Easement Acquisition - June 16, 2014

<http://www.gocolumbiamo.com/Council/Commissions/downloadfile.php?id=13998>

Amendment Sheet for Easement Acquisition - April 21, 2014

<http://www.gocolumbiamo.com/Council/Commissions/downloadfile.php?id=13305>

Acquisition Authorization for Phase I Grindstone Creek Trail - April 7, 2014

<http://www.gocolumbiamo.com/Council/Commissions/downloadfile.php?id=13170>

  
Department Approved

  
City Manager Approved

Introduced by \_\_\_\_\_

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

Ordinance No. \_\_\_\_\_

Council Bill No. B 67-15

**AN ORDINANCE**

authorizing an agreement for donation of property interests with MDS Real Estate Association, LLC as it relates to Phase I construction of the Grindstone Creek Trail; 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 donation of property interests with MDS Real Estate Association, LLC as it relates to Phase I construction of the Grindstone Creek Trail. The form and content of the agreement shall be substantially in the same form as set forth in "Exhibit A" attached hereto.

SECTION 2. 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

## AGREEMENT FOR DONATION OF PROPERTY INTERESTS

This Agreement made an entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between MDS Real Estate Association, LLC, a Missouri limited liability company (hereafter referred to as "Donor") and the City of Columbia, Missouri a municipal corporation (hereafter referred to as "Donee").

WITNESSETH,

In consideration of the respective covenants of the parties and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged the parties mutually agree as follows:

1. Donor agrees to convey to Donee as a charitable contribution upon the terms and conditions set out herein, rights, title and interests as specified in the following described properties:
  - (a) Fee simple title to:  
Lot One Hundred Twelve (112) of Crosscreek Center. Plat One (1), a subdivision located in the City of Columbia, Boone County, Missouri as shown by Plat recorded at Plat book 42, Page 22, Records of Boone County, Missouri conveyed by general warranty deed and free of all liens and encumbrances. Taxes for 2015 shall be prorated as of date of closing.
  - (b) Easement for Drainage Purposes as set forth in the document marked Exhibit A attached hereto.

Donor shall at Donor's expense obtain release from existing liens, deeds of trust or other encumbrances on said property served by the easement at Donor's expense.

- (c) Scenic Conservation Bike/Walkway Easement as set forth in the document marked Exhibit B attached hereto.

Donor shall at Donor's expense obtain release from existing liens, deeds of trust or other encumbrances on said property served by the easement at Donor's expense.

- (d) Temporary Construction Easement as set forth in the document marked Exhibit C attached hereto.

Donor shall at Donor's expense obtain release from existing liens, deeds of trust or other encumbrances on said property served by the easement at Donor's expense.

2. In the event donor is claiming a charitable contribution, the value of the donation shall be established by appraisal at Donors' expense and Donee agrees to execute an IRS form 8283 upon request by Donor acknowledging receipt of the donation but not necessarily agreeing with the claimed fair market value.
3. Donor shall within twenty (20) days hereafter deliver to Donee a commitment to issue an owner's policy of title insurance on the properties described in paragraph 1 above with the amount of the title insurance coverage to be appraised value of the Property and said title insurance commitment shall name Donee as insured and shall be executed by a reputable title insurance company license to write title insurance in Missouri, which policy shall insure the owner's title to be marketable in fact as called for by this Agreement and shall provide that a policy shall be issued to Donee immediately after the Donor's General Warranty Deed to Donee and the documents of Exhibits A, B, And C are placed of record.

Donee shall have the right to object to any matter shown in the title insurance commitment which Donee believes may adversely affect the Donee's intended use of the Property by giving written notice of such to Donor. If Donee does not object to a matter which is shown in the title insurance commitment within ten (10) day s after Donee receives the title insurance commitment, Donee shall be deemed to have waived the right to object to that particular item which shall be deemed a "Permitted Exception" except Donee shall not be required to object to any lien of deed of trust on the Property and Donor shall at closing procure the release of any liens on the Property.

If Donee objects to a matter shown in the title insurance commitment within the aforesaid ten (10) day period and the defect can't be cured, this Agreement shall be null and void.

Donor agrees to pay, discharge and procure release of all liens and deeds of trust on the properties on the closing date.

4. Closing shall occur at the Boone Central Title Company on or before June 1, 2015. Costs of closing, except those specifically designated to be paid by one of the parties, shall be split between the parties.
5. Acceptance of the four interests is contingent upon the approval of the City Council of Columbia, Missouri. The parties agree that it is intended to be a "package donation" in that if Council does not approve and accept all four (4) conveyances, Donor shall not be obligated to convey any of the interests set forth herein.
6. Notices that are required or permitted by this Agreement shall be in writing and mailed or delivered to the following addresses:

City:  
City of Columbia  
P.O. Box 6015  
Columbia, MO 65205  
Attn: Legal Dept.

MDS Real Estate Association, LLC:  
MDS Real Estate Associates  
2005 W. Broadway, Ste. 220  
Columbia, MO 65203

7. This Agreement shall be governed by the laws of Missouri and jurisdiction and venue shall be in the Circuit Court of Boone County, Missouri.
8. These provisions and covenants herein shall inure to the benefit of and be binding upon the parties respective heirs, representatives, successors and assigns.

In witness whereof the parties have executed this Agreement the day and year first above written.

CITY:

CITY OF COLUMBIA, MISSOURI

BY: \_\_\_\_\_  
Miike Matthes, City Manager

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

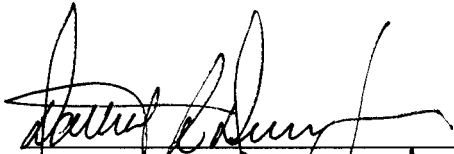
CERTIFICATION: I hereby certify that this agreement is within the purpose of the appropriation to which it is to be charged, Account No. \_\_\_\_\_, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

\_\_\_\_\_  
John Blattel, Director of Finance





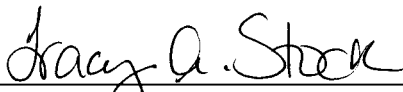
MDS Real Estate Association, LLC

  
\_\_\_\_\_  
DAVID A. DUNAFON

STATE OF Missouri                    )  
  ) ss  
COUNTY OF Boone                    )

On this 25<sup>th</sup> day of February, 2015, before me, a Notary Public in and for said state, personally appeared, MDS Real Estate Association, LLC, known to me to be the persons who executed the above Agreement and acknowledged to me that they executed the same for the purposes therein stated.

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

  
\_\_\_\_\_  
Notary Public

My commission expires: June 26, 2016

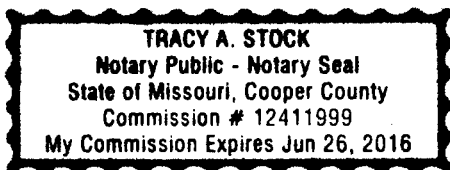


EXHIBIT A

**GRANT OF EASEMENT FOR DRAINAGE PURPOSES**

THIS INDENTURE, made on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between MDS Real Estate Associates, L.L.C, a limited liability company 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 City of Columbia, Missouri, the receipt of which is hereby acknowledged does hereby grant unto said City, 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:

**Parcel #: 17-404-00-00-005.00 01**

**Ordinance #: Ordinance No. 022034**

**LEGAL DESCRIPTION:**

**TWO (2) TRACTS LOCATED IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 48 NORTH, RANGE 12 WEST, COLUMBIA, BOONE COUNTY, MISSOURI, BEING PART OF THE TRACT DESCRIBED BY THE TRUSTEE'S DEED UNDER SALE RECORDED IN BOOK 3826, PAGE 8 OF THE BOONE COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**TRACT 1**

**COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST HALF OF THE NORTHEAST QUARTER AS SHOWN BY CONCORDE OFFICE AND INDUSTRIAL PLAZA PLAT 14-B, RECORDED IN PLAT BOOK 42, PAGE 44 OF THE BOONE COUNTY RECORDS; THENCE WITH THE QUARTER SECTION LINE, N88°46'30"W, 1079.70 FEET; THENCE, LEAVING SAID QUARTER SECTION LINE, N22°40'50"E, 110.55 FEET; THENCE N28°30'35"E, 180.00 FEET; THENCE N35°26'00"E, 111.30 FEET; THENCE N38°57'00"E, 71.45 FEET; THENCE 139.77 FEET ALONG A 150.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N65°38'45"E, 134.77 FEET; THENCE S87°39'35"E, 113.95 FEET; THENCE 49.15 FEET ALONG A 200.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S80°37'10"E, 49.03 FEET; THENCE S73°34'40"E, 18.93 FEET; THENCE 43.34 FEET ALONG A 100.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, S85°59'45"E, 43.01 FEET TO THE POINT OF BEGINNING;**

THENCE FROM THE POINT OF BEGINNING, N16°11'45"E, 91.00 FEET; THENCE S73°48'00"E, 42.50 FEET; THENCE S24°37'20"W, 117.00 FEET; THENCE N68°48'00"W, 25.35 FEET; THENCE N15°56'00"E, 22.52 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,960 SQUARE FEET, NOT INCLUDING THE AREA WITHIN THE PROPOSED PERMANENT TRAIL EASEMENT OR THE PROPOSED TEMPORARY CONSTRUCTION EASEMENT.

**TRACT 2**

COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST HALF OF THE NORTHEAST QUARTER AS SHOWN BY CONCORDE OFFICE AND INDUSTRIAL PLAZA PLAT 14-B, RECORDED IN PLAT BOOK 42, PAGE 44 OF THE BOONE COUNTY RECORDS; THENCE WITH THE QUARTER SECTION LINE, N88°46'30"W, 1079.70 FEET; THENCE LEAVING SAID QUARTER SECTION LINE, N22°40'50"E, 110.55 FEET; THENCE N28°30'35"E, 180.00 FEET; THENCE N35°26'00"E, 111.30 FEET; THENCE N38°57'00"E, 71.45 FEET; THENCE 139.77 FEET ALONG A 150.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N65°38'45"E, 134.77 FEET; THENCE S87°39'35"E, 113.95 FEET; THENCE 49.15 FEET ALONG A 200.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S80°37'10"E, 49.03 FEET; THENCE S73°34'40"E, 18.93 FEET; THENCE 58.88 FEET ALONG A 100.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N89°33'15"E, 58.03 FEET; THENCE N72°41'15"E, 14.87 FEET; THENCE S17°18'45"E, 18.51 FEET; THENCE 64.49 FEET ALONG A 36.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, S68°37'55"E, 56.21 FEET; THENCE N60°02'50"E, 40.18 FEET; THENCE 77.86 FEET ALONG A 100.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N82°21'10"E, 75.91 FEET; THENCE S75°20'30"E, 52.72 FEET; THENCE 24.76 FEET ALONG A 50.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S61°09'15"E, 24.51 FEET; THENCE S46°58'00"E, 7.13 FEET; THENCE 43.85 FEET ALONG A 60.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, S67°54'15"E, 42.88 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, N13°06'00"W, 90.30 FEET; THENCE N76°54'00"E, 41.83 FEET; THENCE S13°06'00"E, 85.70 FEET; THENCE S14°50'40"E, 31.50 FEET; THENCE S64°19'30"W, 24.00 FEET; THENCE N44°11'15"W, 37.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 873 SQUARE FEET, NOT INCLUDING THE AREA WITHIN THE PROPOSED PERMANENT TRAIL EASEMENT OR THE PROPOSED TEMPORARY CONSTRUCTION EASEMENT.

This grant includes the right of the City of Columbia, Missouri, its officers, agents and employees, to cross Grantor's abutting land and enter upon said real estate at any time for the purpose 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 MDS Real Estate Associates, LLC has caused these presents to be signed by its authorized member(s) the day and year first written above.



# EXHIBIT B

## SCENIC CONSERVATION BIKEWAY/WALKWAY EASEMENT

THIS INDENTURE, made on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between MDS Real Estate Associates, L.L.C, a limited liability company 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 Grantor, for good and valuable consideration, which includes 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 all the following purposes: (1) all conservation purposes (including but not limited to storm water and erosion control), (2) preservation as open green space and/or woodland, (3) for the construction, installation, reconstruction, replacement, removal, repair, maintenance, and operation of a bikeway/walkway-path/trail, not to exceed ten (10) feet in width, and appurtenances thereto:

**Project: Grindstone Creek Trail Phase I**

**Ordinance #: Ordinance No. 022034**

**LEGAL DESCRIPTION:**

**A STRIP OF LAND FIFTY (50) FEET WIDE LOCATED IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 48 NORTH, RANGE 12 WEST, COLUMBIA, BOONE COUNTY, MISSOURI, BEING ACROSS PART OF THE TRACT DESCRIBED BY THE TRUSTEE'S DEED UNDER SALE RECORDED IN BOOK 3826, PAGE 8 OF THE BOONE COUNTY RECORDS AND BEING TWENTY-FIVE (25) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:**

**COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST HALF OF THE NORTHEAST QUARTER AS SHOWN BY CONCORDE OFFICE AND INDUSTRIAL PLAZA PLAT 14-B, RECORDED IN PLAT BOOK 42, PAGE 44 OF THE BOONE COUNTY RECORDS; THENCE WITH THE QUARTER SECTION LINE, N88°46'30"W, 1079.70 FEET TO THE POINT OF BEGINNING;**

**THENCE FROM THE POINT OF BEGINNING, LEAVING SAID QUARTER SECTION LINE, N22°40'50"E, 110.55 FEET; THENCE N28°30'35"E, 180.00 FEET; THENCE N35°26'00"E, 111.30 FEET; THENCE N38°57'00"E, 71.45 FEET; THENCE 139.77 FEET ALONG A 150.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N65°38'45"E, 134.77 FEET; THENCE S87°39'35"E, 113.95 FEET; THENCE 49.15 FEET ALONG A 200.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S80°37'10"E, 49.03 FEET; THENCE S73°34'40"E, 18.93 FEET; THENCE 58.88 FEET ALONG A 100.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE**

HAVING A CHORD, N89°33'15"E, 58.03 FEET; THENCE N72°41'15"E, 14.87 FEET; THENCE S17°18'45"E, 18.51 FEET; THENCE 64.49 FEET ALONG A 36.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, S68°37'55"E, 56.21 FEET; THENCE N60°02'50"E, 40.18 FEET; THENCE 77.86 FEET ALONG A 100.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N82°21'10"E, 75.91 FEET; THENCE S75°20'30"E, 52.72 FEET; THENCE 24.76 FEET ALONG A 50.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S61°09'15"E, 24.51 FEET; THENCE S46°58'00"E, 7.13 FEET; THENCE 103.93 FEET ALONG A 60.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N83°24'30"E, 91.42 FEET; THENCE N33°47'00"E, 11.53 FEET; THENCE 38.32 FEET ALONG A 36.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N64°16'45"E, 36.54 FEET; THENCE S85°13'30"E, 5.45 FEET; THENCE 20.02 FEET ALONG A 50.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N83°18'20"E, 19.89 FEET; THENCE N71°50'05"E, 72.90 FEET; THENCE 9.58 FEET ALONG A 50.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N77°19'35"E, 9.57 FEET TO THE EAST LINE OF SAID WEST HALF OF THE NORTHEAST QUARTER, THE END OF THE DESCRIBED CENTERLINE, BEING N1°32'50"E, 496.75 FEET FROM THE SOUTHEAST CORNER OF SAID WEST HALF OF THE NORTHEAST QUARTER. THE DESCRIBED STRIP CONTAINS 1.32 ACRES, NOT INCLUDING THE AREA WITHIN THE SEWER EASEMENT RECORDED IN BOOK 2233, PAGE 272.

Grantor 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 it 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 scenic, erosion control, and conservation 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.

Grantor accepts 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 bikeway/walkway, or as otherwise may result from the Grantee's ownership of the easement granted herein.

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

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

The Grantor 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 bikeway/walkway, and for conservation, scenic, and erosion purposes or for reasons of public safety, as determined by the Parks and Recreation Department.

Grantor's 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.

The Grantor hereby covenants with Grantee that it is the true and lawful owner of the above-described real property and is lawfully seized of the same in fee simple and has good right and full power to grant this Deed 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 MDS Real Estate Associates, L.L.C has caused these presents to be signed by its authorized member(s) the day and year first written above.

MDS Real Estate Associates, L.L.C

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

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

STATE OF )  
 )ss.  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2015, before me, a Notary Public in and for said state, personally appeared, \_\_\_\_\_, who being by me duly sworn, acknowledged that they are member(s) of MDS Real Estate Associates, L.L.C, a limited liability company, and that said instrument was signed in behalf of said company 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 limited liability company to execute the same.

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

\_\_\_\_\_  
Notary Public



# EXHIBIT C

## AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT for temporary construction easement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between MDS Real Estate Associates, L.L.C, a limited liability company of 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 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 the Grindstone Creek Trail Phase I 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 #: 17-404-00-00-005.00 01**

**Ordinance #: Ordinance No. 022034**

### LEGAL DESCRIPTION:

**A STRIP OF LAND ONE HUNDRED TWENTY (120) FEET WIDE LOCATED IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 48 NORTH, RANGE 12 WEST, COLUMBIA, BOONE COUNTY, MISSOURI, BEING ACROSS PART OF THE TRACT DESCRIBED BY THE TRUSTEE'S DEED UNDER SALE RECORDED IN BOOK 3826, PAGE 8 OF THE BOONE COUNTY RECORDS AND BEING SIXTY (60) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:**

**COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST HALF OF THE NORTHEAST QUARTER AS SHOWN BY CONCORDE OFFICE AND INDUSTRIAL PLAZA PLAT 14-B, RECORDED IN PLAT BOOK 42, PAGE 44 OF THE BOONE COUNTY RECORDS; THENCE WITH THE QUARTER SECTION LINE, N88°46'30"W, 1079.70 FEET; THENCE, LEAVING SAID QUARTER SECTION LINE, N22°40'50"E, 110.55 FEET; THENCE N28°30'35"E, 180.00 FEET; THENCE N35°26'00"E, 111.30 FEET; THENCE N38°57'00"E, 71.45 FEET; THENCE 139.77 FEET ALONG A 150.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N65°38'45"E, 134.77 FEET; THENCE S87°39'35"E, 113.95 FEET; THENCE 49.15 FEET ALONG A 200.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S80°37'10"E, 49.03 FEET; THENCE S73°34'40"E, 18.93 FEET; THENCE 58.88 FEET ALONG A 100.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N89°33'15"E, 58.03 FEET; THENCE N72°41'15"E, 14.87 FEET; THENCE N17°18'45"W, 25.00 FEET TO THE POINT OF BEGINNING;**

THENCE FROM THE POINT OF BEGINNING, S17°18'45"E, 43.51 FEET; THENCE 64.49 FEET ALONG A 36.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, S68°37'55"E, 56.21 FEET; THENCE N60°02'50"E, 40.18 FEET; THENCE 77.86 FEET ALONG A 100.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N82°21'10"E, 75.91 FEET; THENCE S75°20'30"E, 52.72 FEET; THENCE 24.76 FEET ALONG A 50.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S61°09'15"E, 24.51 FEET; THENCE S46°58'00"E, 7.13 FEET; THENCE 103.93 FEET ALONG A 60.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N83°24'30"E, 91.42 FEET; THENCE N33°47'00"E, 11.53 FEET; THENCE 38.32 FEET ALONG A 36.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N64°16'45"E, 36.54 FEET; THENCE S85°13'30"E, 5.45 FEET; THENCE 20.02 FEET ALONG A 50.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N83°18'20"E, 19.89 FEET; THENCE N71°50'05"E, 72.90 FEET; THENCE 9.58 FEET ALONG A 50.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N77°19'35"E, 9.57 FEET TO THE EAST LINE OF SAID WEST HALF OF THE NORTHEAST QUARTER, THE END OF THE DESCRIBED CENTERLINE, BEING N1°32'50"E, 496.75 FEET FROM THE SOUTHEAST CORNER OF SAID WEST HALF OF THE NORTHEAST QUARTER. THE DESCRIBED STRIP CONTAINS 0.88 ACRES, NOT INCLUDING THE AREA WITHIN THE PROPOSED PERMANENT TRAIL 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 two years 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 limited liability company.

IN WITNESS WHEREOF, the said \_\_\_\_\_ has caused these presents to be signed by its authorized member(s) the day and time first written above.

MDS Real Estate Associates, L.L.C

By: \_\_\_\_\_  
Name and Title

By: \_\_\_\_\_  
Name and Title

STATE OF Missouri

)

)ss.

COUNTY OF Boone

)

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2015, before me, a Notary Public in and for said state, personally appeared, \_\_\_\_\_, who being by me duly sworn, acknowledged that s/he is a member of MDS Real Estate Associates, L.L.C, and that said instrument was signed in behalf of said company and further acknowledged that s/he executed the same as a free act and deed for the purposes therein stated and that s/he has been granted the authority by said company to execute the same.

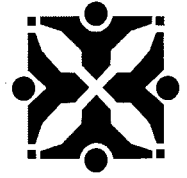
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

\_\_\_\_\_  
Notary Public

My commission expires:

# City of Columbia

701 East Broadway, Columbia, Missouri 65201



## SUPPORTING DOCUMENTS INCLUDED WITH THIS AGENDA ITEM ARE AS FOLLOWS:

Photos Lot 112 Crosscreek Center



**Supporting Documents**  
**Views of Lot 112 of Crosscreek Center**



From Maguire Blvd. the view to the south shows the retaining wall for the Maguire Blvd. bridge and the location of the proposed route for the future North Fork of Grindstone Trail.



From Maguire Blvd. the view to the southeast shows the approximate location for the future North Fork of Grindstone Trail.



From Maguire Blvd. the view to the east shows to the North Fork of Grindstone Creek below.



From Maguire Blvd. the view to the northeast shows the steep slope from the Furniture Factory Outlet Store down to the North Fork of Grindstone Creek below.