

**AGREEMENT TO PARTIALLY VACATE ACCESS RESTRICTION AND  
IMPOSE NEW LIMITED ACCESS TO NIFONG BOULEVARD**

This Agreement is made and entered into by and between the Forum Boulevard Christian Church of Columbia, Missouri, a Missouri benevolent corporation formerly known as Westside Christian Church of Columbia, Missouri ("Owner") and the City of Columbia, Missouri, a municipal corporation of the State of Missouri ("City") effective the date of signature by the Party last executing this Agreement ("Effective Date"). The City and the Owner may hereinafter be collectively referred to as the Parties and individually as a Party.

**RECITALS**

WHEREAS, Owner owns Lot 1 of Forum Boulevard Christian Church Subdivision in Columbia, Missouri, County of Boone as recorded in Plat Book 23, page 27 of the Records of Boone County ("Subject Property"), the plat of which is attached hereto as **Exhibit A**; and

WHEREAS, Nifong Boulevard currently runs east and west from Providence Road along the southern front of the Subject Property, and Forum Boulevard runs north and south along the western front of the Subject Property; and

WHEREAS, Owner recorded an Agreement to Restrict Access on May 3, 1989 with the Boone County Recorder of Deeds that restricted access to Nifong Boulevard along the southern front of the Subject Property, attached hereto as **Exhibit B**; and

WHEREAS, Owner is expanding a building on the Subject Property and constructing additional parking; and

WHEREAS, Owner is required to build sidewalks along Nifong Boulevard on the southern front of the Subject Property with their building permit dated August 14, 2017; and

WHEREAS, Owner needs a  $\frac{3}{4}$  access point to Nifong Boulevard on the southern front of the Subject Property to accommodate additional traffic flow per the approved plans, attached hereto as **Exhibit C**; and

WHEREAS, Owner wants the City to build sidewalks along the southern front of the Subject Property in a manner that accommodates a  $\frac{3}{4}$  access point while not interfering with the City's Nifong Boulevard Improvement Project ("Improvement Project") and wants to pay the City for the costs of construction; and

WHEREAS, Owner wants to grant certain easements to the City, attached hereto as **Exhibit D**; and

WHEREAS, City intends to re-construct Nifong Boulevard in 2020 as part of the Improvement Project, to include new sidewalks, pavement, storm drainage; and

WHEREAS, City wants to grant the Owner a  $\frac{3}{4}$  access point onto Nifong Boulevard with certain traffic turns permitted, accept a payment from Owner towards construction of the sidewalks on the southern front of the Subject Property, and accept the necessary easements from the Owner for the Improvement Project.

**NOW, THEREFORE**, in view of the foregoing Recitals and in consideration of the mutual promises, declarations, covenants and agreements of the City and Owner as hereinafter set forth, the Parties hereby agree as follows:

1. **City Obligations under this Agreement.**

a. City shall partially vacate the property interest conferred to the City by the May 3, 1989 Agreement to Restrict Access.

b. City shall design, bid, construct, and inspect the Improvement Project to include the sidewalk along the southern front of the Subject Property when Improvement Project construction commences in 2020. The Improvement Project will accommodate the  $\frac{3}{4}$  access point onto the Subject Property approved as a part of **Exhibit C** and located on the southeastern corner of the Subject Property as described in section 2(c).

2. **Owner Obligations under this Agreement.**

a. Owner shall pay the City a lump sum fee of twenty-two thousand, two hundred and two dollars (\$22,202) for the cost of designing, constructing, and inspecting the sidewalk along the Nifong Boulevard front of the Subject Property in a manner that accommodates a  $\frac{3}{4}$  access intersection into the Subject Property on the southeastern corner.

b. Owner shall grant to the City all easements listed in **Exhibit D** needed for the Improvement Project at no cost to the City.

c. Owner shall construct a  $\frac{3}{4}$  access point thirty feet (30') from the southeastern corner of the Subject Property westerly along the southern front of the Subject Property with the  $\frac{3}{4}$  access point not to exceed thirty feet (30') in

width, as shown on Owner's development plans attached hereto as **Exhibit C**. The  $\frac{3}{4}$  access point shall be completed within two years of the Effective Date. The construction of the  $\frac{3}{4}$  access point shall not interfere with City's construction plans under the Improvement Project. The  $\frac{3}{4}$  access point shall be designed and constructed to allow entry to the Subject Property from vehicles traveling east or west on Nifong Boulevard, but shall only allow vehicles to exit the Subject Property by heading west on Nifong Boulevard.

3. **Deadline for Completion of Owner Obligations.** Notwithstanding anything herein to the contrary, all obligations under section 2 must be completed and paid in full before City issues any certificate of occupancy to Owner.
4. **Construction and Bonding of Improvements.** Except as otherwise expressly indicated herein, all public improvements required under the regulations of the City or this Agreement must be constructed in accordance with the City's Street, Storm Sewer, and Sanitary Sewer Specifications and Standards, as may be amended, or any successor specifications and standards adopted by the City together with any final construction plans approved by the City prior to construction of such facilities. Construction plans must include a thorough geotechnical study performed by a qualified geotechnical engineer who must certify that the proposed site development does not pose unacceptable risks to public safety or infrastructure. In connection with construction, the Owner shall be required to post bonds or other security as required by the city code. Owner is responsible for obtaining all necessary easements to construct improvements related to Owner's Development of the Subject Property.
5. **Amendments.** Any amendment to this Agreement must be in writing and must be executed by the City and the Owner, and any future owner of any part of the Subject Property who would otherwise be obligated to perform any of the requirements imposed upon the Owner by this Agreement. Oral modifications or amendments of this Agreement are of no force or effect.
6. **Remedies.** The parties to this Agreement may, either in law or equity, by suit, action, mandamus or other proceedings in court, seek declaratory relief, enforce and compel specific performance of this Agreement, provided that in no event will the City have any liability in damages, costs (including attorneys' fees) or any other monetary liability to Owner or any affiliate of Owner, any person claiming through Owner, or to their respective successors, assigns, heirs and personal representatives in respect of any suit, claim, or cause of action arising out of this Agreement or any of the actions or transactions contemplated herein.

7. **Third Party Actions.** Owner will have the right, but not the obligation to assume the costs of defense of any action or proceeding initiated by a third party challenging this Agreement, the annexation, the zoning or rezoning of the Subject Property, or any other actions or transactions contemplated by this Agreement (including, without limitation, to settle or compromise any claim or action for which Owner has assumed the defense) with counsel of Owner's choosing and the City and Owner agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent the City and Owner in any such proceeding. In no event will the City have any liability to Owner for damages or otherwise in the event that all or any part of this Agreement, the ordinances approving the annexation of the Subject Property, or the approval of a zoning request are declared invalid or unconstitutional in whole or in part by a final (as to which all rights of appeal have been exhausted or expired) judgment of a court of competent jurisdiction, and, in the event Owner elects not to assume such defense and costs, the City will have no obligation to defend or to assume the costs of defense of any such action.
8. **Notices.** All notices between the parties hereto must be in writing and must be sent by certified or registered mail, return receipt requested, by personal delivery against receipt or by overnight courier, will be deemed to have been validly served, given or delivered immediately when delivered against receipt or Three (3) business days after deposit in the mail, postage prepaid, or One (1) business day after deposit with an overnight courier, and must be addressed as follows:

If to the City:

City of Columbia  
Attn: City Manager  
701 E. Broadway  
Columbia, MO 65205

If to Owner:

Forum Christian Church of Columbia, Missouri  
Attn: David Buster, Chairman  
3900 Forum Boulevard  
Columbia, MO 65203

Each party will 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.

9. **Hold Harmless.** Owner at its sole cost and expense, hereby agrees to indemnify, protect, release, defend (with counsel acceptable to the City) and hold harmless the City, its municipal officials, elected officials, boards, commissions, officers, employees, attorneys, and agents from and against any and all causes of action, claims, demands, all contractual damages and losses, economic damages and losses, all other damages and losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, from the action or inaction of Owner, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Owner may be liable, in the activities performed, or failed to be performed, by Owner under this Agreement or in the development of the Subject property, or otherwise, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents or contractors. The indemnification, duty to defend and hold harmless obligations set forth in this Section shall survive for a period of five (5) years from the date of the later of City acceptance of public improvements or the last day of any warranty work relating to such public improvements.
10. **Insurance.** Owner must provide, at its sole expense, and maintain during all times in which Owner is constructing public improvements pursuant to this Agreement commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," that will protect the Owner, the City, and the City's officials, officers, and employees from claims which may arise from operations under this Agreement, whether such operations are by the Owner, its officers, directors, employees and agents, or any subcontractors of Owner. This liability insurance must include, but will not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all Owner operations, products, services or use of automobiles, or construction equipment. The amount of insurance required herein must be in no event less than the individual and combined sovereign immunity limits established by § 537.610 RSMo. for political subdivisions; provided that nothing herein will be deemed to waive the City's sovereign immunity. An endorsement must be provided which states that the City is named as an additional insured and stating that the policy will not be cancelled or materially modified so as to be out of compliance with the requirements of this Section, or not renewed without 30 days advance written notice of such event being given to the City.

11. **Sovereign Immunity.** Nothing in this Agreement shall constitute or be construed as a waiver of the City's governmental or official immunity or its officers or employees from liability or suit pursuant to Section 537.600 RSMo.
12. **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement.
13. **Failure or Delay to Enforce.** No failure to exercise or delay in exercising any right hereunder on the part of any Party to this Agreement shall operate as a waiver thereof, and no single or partial exercise of any right of such Party shall preclude any other or further exercise of such right or the exercise of any other right.
14. **Power of the City.** Notwithstanding anything set forth in this Agreement to the contrary, no provision contained herein shall in any manner diminish or usurp the inherent rights and powers of the City to act in its capacity as a public body. All financial obligations of the City shall be subject to future appropriation of the City in accordance with applicable laws and requirements. Further, nothing herein shall relieve Owner from complying with all applicable laws and requirements.
15. **Inspection.** Upon reasonable prior notice, the City may conduct such periodic inspections of the projects herein, including any applicable phase, as may be generally provided in the applicable law or regulation for inspection thereof pursuant to comply with the terms of this Agreement. The Owner shall not deny the City and its officers, employees, agents and independent contractors the right to inspect upon reasonable prior written request, all engineering or construction contracts or documents pertaining to the construction of the public infrastructure or any applicable phase thereof.
16. **Governing Law.** This Agreement will be construed according to the laws of the State of Missouri. The Parties will comply with all local, state, and federal laws and regulations relating to the performance of this Agreement.
17. **Venue.** Any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, must be instituted only in the Circuit Court of Boone County, Missouri or in the United States District Court- Western District of Missouri.

18. **Entire Agreement.** This Agreement contains the entire and complete agreement between the City and the Owner with respect to the requirements imposed upon the Owner for the providing of certain easements and interests in land, and the payment for construction and installation of certain improvements, all as hereinabove described in the Recitals for this Agreement and the above numbered paragraphs of this Agreement. Parties agree that this Agreement constitutes a lawful contract between the Parties and Owner hereby acknowledges and agrees that this Agreement and provisions of the City's Code of Ordinances applicable to this Agreement constitute lawful exercises of the City's authority and police power.

[SIGNATURES ON FOLLOWING PAGES]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement and shall be effective on the last day and year indicated below.

**CITY OF COLUMBIA, MISSOURI**


By: \_\_\_\_\_  
Mike Matthes, City Manager

Date: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

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

STATE OF MISSOURI     )  
  ) ss  
COUNTY OF BOONE     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me appeared Mike Matthes, 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 last above written.

By: \_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.



**OWNER:**

**Forum Boulevard Christian Church of  
Columbia, Missouri**

By: *Timothy J. Myers*

Timothy J. MYERS  
Printed Name

CHAIRMAN OF THE ELDERS  
Title FORUM CHRISTIAN CHURCH

Date: 7/10/18

STATE OF MISSOURI            )  
  ) SS  
COUNTY OF BOONE            )

On this 10 day of JULY, 2018, before me appeared Timothy MYERS, to me personally known, who, being by me duly sworn did say that he or she is CHAIRMAN OF THE ELDERS (title) of Forum Boulevard Christian Church of Columbia, Missouri, a Missouri benevolent corporation, and that said instrument was signed on behalf of said corporation, acknowledged said instrument to be the free act and deed of said organization and 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.

By: *Danielle Griffith*  
Notary Public

My commission expires: 10/28/2020



**OWNER:  
Forum Boulevard Christian Church of  
Columbia, Missouri**

By: *Leroy Anthony*  
Leroy Anthony  
Printed Name

Treasurer  
Title

Date: 10 July 2018

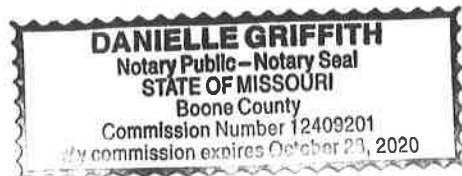
STATE OF MISSOURI            )  
  ) SS  
COUNTY OF BOONE            )

On this 10 day of JULY, 2018, before me appeared LEROY ANTHONY to me personally known, who, being by me duly sworn did say that he or she is TREASURER (title) of Forum Boulevard Christian Church of Columbia, Missouri, a Missouri benevolent corporation, and that said instrument was signed on behalf of said corporation, acknowledged said instrument to be the free act and deed of said organization and 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.

By: *Danielle Griffith*  
Notary Public

My commission expires: 10/28/2020

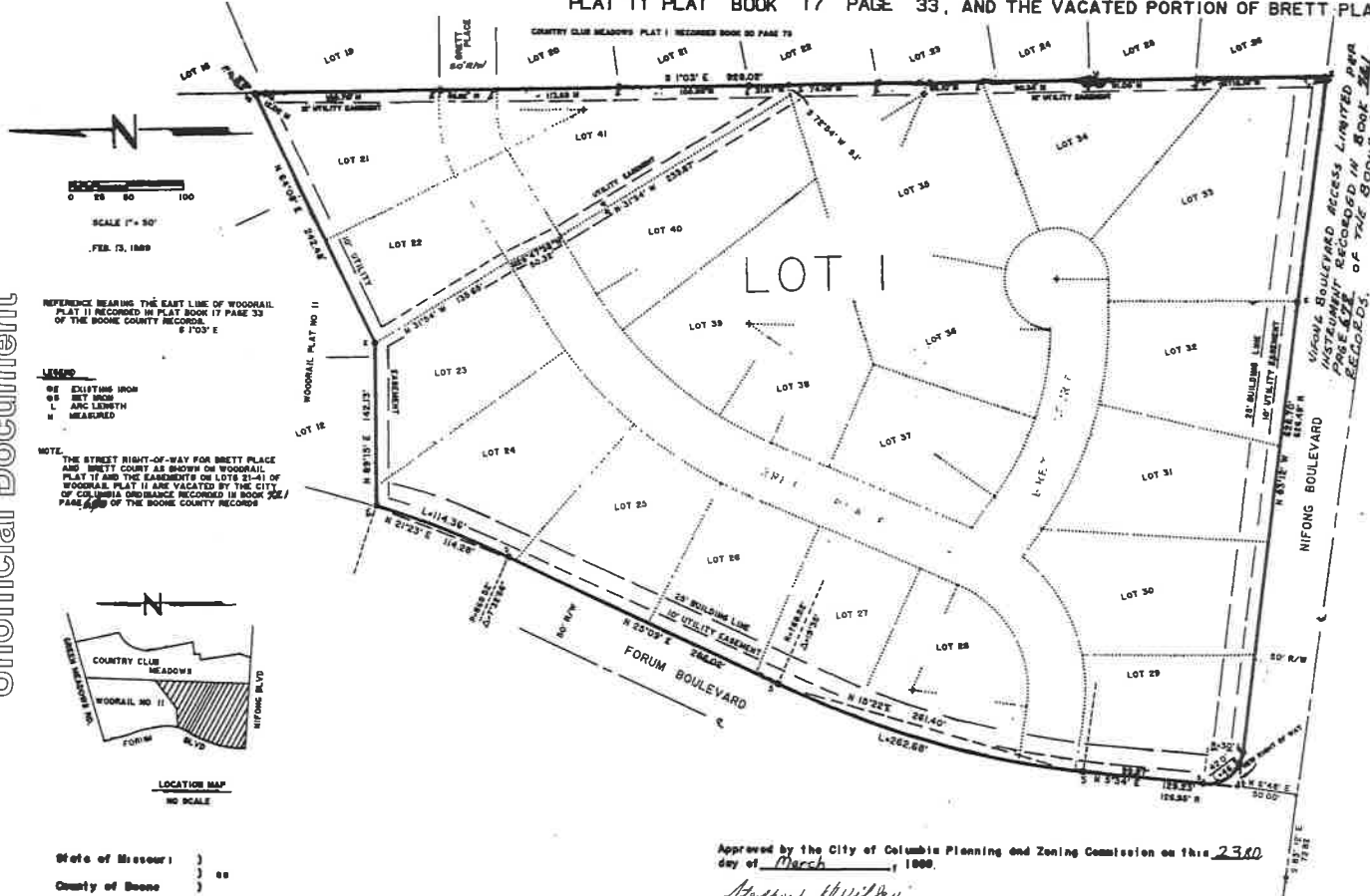


# FORUM BOULEVARD CHRISTIAN CHURCH SUBDIVISION

REPLAT OF LOTS 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 AND 41 WOODRAIL PLAT II PLAT BOOK 17 PAGE 33, AND THE VACATED PORTION OF BRETT PLACE AND BRETT COURT

Boone County, Missouri

Unofficial Document



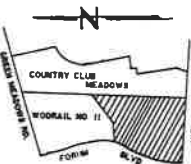
FEB. 13, 1989

REFERENCE BEARING THE EAST LINE OF WOODRAIL PLAT II RECORDED IN PLAT BOOK 17 PAGE 33 OF THE BOONE COUNTY RECORDS, S 1°03' E

LEGEND

- OF EXISTING IRON SET IRON
- ARC LENGTH MEASURED

NOTE: THE STREET RIGHT-OF-WAY FOR BRETT PLACE AND BRETT COURT AS SHOWN ON WOODRAIL PLAT II AND THE EASEMENTS ON LOTS 21-41 OF WOODRAIL PLAT II ARE VACATED BY THE CITY OF COLUMBIA ORDINANCE RECORDED IN BOOK 782, PAGE 60 OF THE BOONE COUNTY RECORDS



State of Missouri )  
County of Boone ) ss

undersigned, do hereby certify that this plat was filed for record in the office of the Recorder of Deeds of Boone County this 22nd day of March, 1989 and recorded in Plat Book 28 Page 27 and filed at

Recorder of Deeds  
Bottle Johnson

Dei Lauer Crutcher  
Deputy Recorder of Deeds  
Laura Cochran

Approved by the City of Columbia Planning and Zoning Commission on this 23rd day of March, 1989.

Stephen H. Willey  
Stephen H. Willey, Vice-Chairman

Accepted by the City Council: this 1st day of May, 1989.

Mary Anne McCallum Mayor  
Louise H. Daniel City Clerk

Description:  
A tract of land in the South Half of Section 26, Township 48 North, Range 13 West, in Columbia, Boone County, Missouri and being a replat of Lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 and 41 of WOODRAIL PLAT II recorded in Plat Book 17 Page 33 of the Boone County Records and the vacated portion of Brett Place and Brett Court described as follows:  
Beginning at the Northwest corner of said Lot 21 Woodrail Plat II, recorded in Book 17 Page 33 of the Boone County Records; thence with the east line of said Woodrail Plat II, S 1°03' E, 828.02 feet to the North right-of-way line of Nifong Boulevard; thence with the North line of Nifong Boulevard, N 83°12' E, 628.70 feet to the East line of Forum Boulevard; thence with the East line of Forum Boulevard, N 8°34' E, 120.23 feet; thence 242.08 feet with a curve to the right, curve radius 788.32 feet, chord N 15°22' E, 261.40 feet; thence N 25°08' E, 286.02 feet; thence 114.36 feet with a curve to the left, curve radius 889.52 feet, chord N 21°23' E, 114.28 feet to the Northwest corner of Lot 24; thence with the North line of said Lots 24, 23, 22, and 21, N 86°18' E, 142.13 feet; thence N 84°08' E, 242.48 feet to the Point of Beginning and contains 0.68 acres.

I hereby certify that the above survey was made under my direction and executed in accordance with the Current Minimum Standards for Property Boundary Surveys of the Missouri Department of Natural Resources, Division of Geology and Land Surveying.

Survey and Plat by BRUSH AND ASSOCIATES:

James W. Brush  
James W. Brush LS 1188

Subscribed and sworn to before me, a Notary Public in and for Boone County, Missouri this 15th day of February, 1989.

L. Suzanne Brush  
L. Suzanne Brush Notary Public My commission Expires 3-8-91

KNOW ALL MEN BY THESE PRESENTS: That, WESTSIDE CHRISTIAN CHURCH OF COLUMBIA, MISSOURI, a Missouri corporation, is the sole owner of the above described tract and have caused the same to be subdivided as shown on the plat. The easements shown on the attached plat are hereby dedicated to the public use forever. Street right of way for Forum Boulevard and Nifong Boulevard is hereby dedicated for public use forever.

James E. Fornow Chairman of the Board  
James R. Forwood Secretary

State of Missouri )  
County of Boone ) ss

On this 1st day of March, 1989, before me personally appeared James E. Fornow, Chairman of the Board and James Forwood, Secretary, to me personally known, who by me duly sworn did say that they are the respective officers as stated above of WESTSIDE CHRISTIAN CHURCH OF COLUMBIA, MISSOURI, and that this instrument was signed in behalf of said corporation by authority of its board of directors and said Chairman of the Board and Secretary acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal at my office in said county the day and year first above written,  
L. Suzanne Brush  
L. Suzanne Brush Notary Public My commission expires: 3-8-91

# Boone County, Missouri

Filed for record on May 9 1989 at 4:26 o'clock P.M In Boone Co Mo Document No. 5533 recorded in Book 721 page 672 Bettie Johnson 22228 678

AGREEMENT TO RESTRICT ACCESS **Unofficial Document**

COMES NOW, Westside Christian Church, a Missouri not-for-profit corporation, hereinafter "the Church", by and through their authorized representatives and hereby make the following agreement and restriction, to-wit

1 The Church is the current owner of the following described tract of land in Boone County, Missouri, to-wit

Lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, and 41, of Woodrill, Plat 11, as shown by plat recorded in Plat Book 17 at Page 33 of the Records of Boone County, Missouri

Subject to covenants, conditions, easements and restrictions of record

2 That the above described tract abuts on the South side of said tract onto Nifong Boulevard

3. That in order to comply with the request of the City Council of the City of Columbia during the replatting procedure of the above-described tract, the Church hereby agrees hereafter that the Church nor any of its successors or assigns will request from the City any access onto Nifong Boulevard

4 That the Church does hereby GRANT, BARGAIN, SELL, CONVEY, and CONFIRM unto the City of Columbia the Church's right of access onto Nifong Boulevard and hereby agree to hereafter limit and restrict access from the above-described property onto the public street referred to as Nifong Boulevard

IN WITNESS WHEREOF, the undersigned as the duly authorized representatives of Westside Christian Church, a Missouri not-for-profit corporation, hereby agree to bind the corporation and all successors and assigns of the corporation to the above restriction

WESTSIDE CHRISTIAN CHURCH,  
A Missouri not-for-profit corporation

BY: James E. Ferneau  
Chairman of the Board  
James E Ferneau

ATTEST

James R. Forwood  
Secretary -- James R. Forwood

No Seal

# Boone County, Missouri

## Unofficial Document

678

STATE OF MISSOURI )  
(ss  
COUNTY OF BOONE )

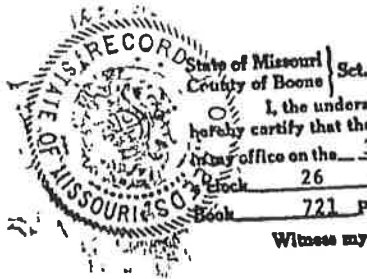
James E. Farneau has appeared as the Chairman of the Board and being first duly sworn states that he is authorized by the Board of the Westside Christian Church, a Missouri not-for-profit corporation, to enter in the above agreement, and that said agreement is entered into as the free act and deed of the Church by its officers and attested to by its Secretary.

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

  
NOTARY PUBLIC

My commission expires \_\_\_\_\_

ELTON W. FAY, NOTARY PUBLIC  
State of Missouri, Boone County  
My Commission Expires October 21, 1980



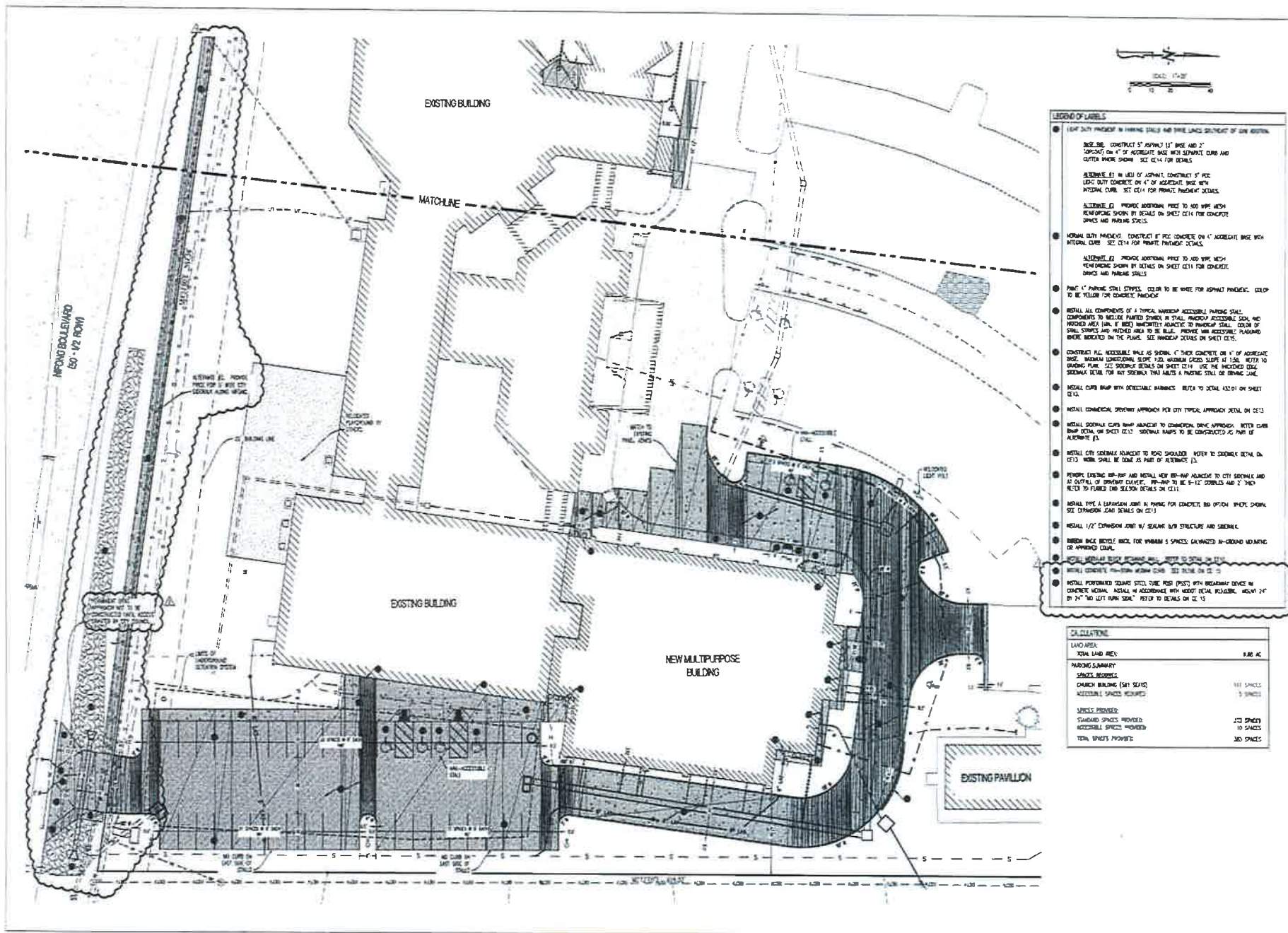
State of Missouri )  
County of Boone ) Sec.

I, the undersigned Recorder of Deeds of said County and State do hereby certify that the foregoing instrument of writing was filed for record in my office on the 3rd day of May, 1989 at 4 o'clock 26 minutes P.M and is truly recorded in Book 721 Page 678

Witness my hand and official seal on the day and year aforesaid.

Bettie Johnson, Recorder  
by Laura Cochran Deputy  
Laura Cochran





- LEGEND OF LABELS**
1. 1/4" DIA. CURB FINISHING IN FINISH SHALL AND TRUE LAND SURFACE OF THE EXISTING.
    - INCE 500. CONSTRUCT 5" ASPHALT 1/2" BASE AND 2" SURFACING ON 4" OF AGGREGATE BASE WITH 1/2" DIA. CURB AND CUTTER FINISH SHOWN. SEE CE14 FOR DETAILS.
  2. ALTERNATE #1 IN LIEU OF ASPHALT, CONSTRUCT 5" FINE LEAD CURT CONCRETE ON 4" OF AGGREGATE BASE WITH METAL CURB. SEE CE14 FOR FINISH DETAILS.
    - ALTERNATE #2 PROVIDE ADDITIONAL FINE TO 400 WPI WITH REINFORCING SHOWN BY DETAILS ON SHEET CE14 FOR CONCRETE SPACES AND FINISHING DETAILS.
  3. NORMAL CURB FINISHING. CONSTRUCT 4" FINE CONCRETE ON 4" AGGREGATE BASE WITH METAL CURB. SEE CE14 FOR FINISH DETAILS.
    - ALTERNATE #2 PROVIDE ADDITIONAL FINE TO 400 WPI WITH REINFORCING SHOWN BY DETAILS ON SHEET CE14 FOR CONCRETE SPACES AND FINISHING DETAILS.
  4. PAINT 4" PARKING STALL STRIPS. COLOR TO BE WHITE FOR ASPHALT FINISHING. COLOR TO BE YELLOW FOR CONCRETE FINISHING.
  5. INSTALL ALL COMPONENTS OF A TYPICAL HANDICAP ACCESSIBLE PARKING STALL. COMPONENTS TO INCLUDE PAINTED STRIPES IN STALL HANDICAP ACCESSIBLE SIDE AND REEDED AREA (WHICH IS REEDED UNLESS OTHERWISE INDICATED). COLOR OF SMALL STRIPES AND REEDED AREA TO BE BLUE. PROVIDE 1/4" ACCESSIBLE PAVING WHERE INDICATED ON THE PLAN. SEE HANDICAP DETAILS ON SHEET CE15.
  6. CONSTRUCT 1/2" ACCESSIBLE WALK AS SHOWN. 4" THICK CONCRETE ON 4" OF AGGREGATE BASE. MINIMUM WALKWAY WIDTH SHALL BE 48" UNLESS OTHERWISE NOTED. REFER TO REEDED AREA FOR REEDED STRIPES. SEE REEDED STRIPES ON SHEET CE14. USE THE REEDED EDGE. SIDEWALK DETAIL FOR ANY SIDEWALK THIS ABUTS A PARKING STALL OF SIMILAR TYPE. SEE CE14.
  7. INSTALL CURB RAMP WITH DETECTABLE BARRIERS. REFER TO DETAIL CE15 ON SHEET CE15.
  8. INSTALL COMMERCIAL DRIVEWAY APPROACH PER CITY TYPICAL APPROACH DETAIL ON CE15.
  9. INSTALL SIDEWALK CURB RAMP ADJACENT TO COMMERCIAL DRIVEWAY APPROACH. REFER CURB RAMP DETAIL ON SHEET CE15. SIDEWALK RAMP TO BE CONSTRUCTED AS PART OF ALTERNATE #1.
  10. INSTALL CITY SIDEWALK ADJACENT TO ROAD SHOULDER. REFER TO SIDEWALK DETAIL ON CE15. WALK SHALL BE DONE AS PART OF ALTERNATE #1.
  11. REMOVE EXISTING 8" DIA. AND INSTALL NEW 8" DIA. RAMP ADJACENT TO CITY SIDEWALK AND AT OUTLET OF DRIVEWAY APPROACH. 8" DIA. TO BE 8" x 12" SQUARES AND 2" THICK. REFER TO FINISHING DETAIL ON CE15.
  12. INSTALL TYPE A EXPANSION JOINT IN PAVING FOR CONCRETE. NO OPTION WHERE SHOWN. SEE EXPANSION JOINT DETAILS ON CE15.
  13. REEDED WALK REEDED BACK BY 1/4" DIA. SPACES. EXPANDED IN-BOARD WEARING OR APPROVED EQUAL.
  14. INSTALL CONCRETE 1/2" DIA. WALK CURB. SEE CE15 ON CE 15.
  15. INSTALL PERFORMANCE GRADE STEEL TUBE POSTS WITH REBAR/POST DRIVER IN CONCRETE NORMAL. INSTALL IN ACCORDANCE WITH DETAIL REBAR/POST. WIDTH 2 1/2" BY 2 1/2" NO LEFT HAND SIDE. REFER TO DETAILS ON CE 15.

**CALCULATION**

LAND AREA:	0.86 AC
<b>PARKING SUMMARY</b>	
SIGNAL HOUSES:	101 SHEETS
CHURCH BUILDING (541 SEATS):	5 SHEETS
ACCESSIBLE SPACES PROVIDED:	101 SHEETS
SPACES PROVIDED:	232 SHEETS
STANDARD SPACES PROVIDED:	10 SHEETS
ACCESSIBLE SPACES PROVIDED:	10 SHEETS
TOTAL SHEETS PROVIDED:	365 SHEETS

**wbarchitects**  
 317 Southpark  
 Columbia, SC 29204  
 803.762.0271  
 www.wbarchitects.com

**CURTIS**  
**MANES**  
**SCHALTE**  
 General Contractor

**PROFESSIONAL ENGINEER SEAL**  
 JAMES W. HARRIS, P.E.  
 1000 N. Main St., Ste. 100  
 Columbia, SC 29201  
 803.762.0271

**PROFESSIONAL ENGINEER SEAL**  
 JAMES W. HARRIS, P.E.  
 1000 N. Main St., Ste. 100  
 Columbia, SC 29201  
 803.762.0271



THE PROFESSIONAL ENGINEER SEAL APPLIED TO THIS SHEET APPLIES ONLY TO THE MATERIAL AND THE DESIGN FOR THE SPECIFIC PROJECT SHOWN. IT SHALL NOT BE TRANSFERRED TO ANY OTHER PROJECT. ANY CHANGES TO THE ORIGINAL DESIGN SHALL BE MADE BY THE ENGINEER AND THE ENGINEER EXPRESSLY DISCLAIMS ANY LIABILITY FOR SUCH CHANGES OR DOCUMENTS NOT CONTAINING THE SEAL.

REVISIONS:		
NO.	DATE	DESCRIPTION
1	07/15/2021	ISSUED FOR PERMIT
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98	07/15/2021	ISSUED FOR PERMIT
99	07/15/2021	ISSUED FOR PERMIT
100	07/15/2021	ISSUED FOR PERMIT

**TEMPORARY CONSTRUCTION EASEMENT**  
**WESTSIDE CHRISTIAN CHURCH OF COLUMBIA**  
**FORUM BOULEVARD CHRISTIAN CHURCH SUBDIVISION**  
**RECORDED IN PLAT BOOK 23 PAGE 27**

JUNE 26, 2018

A STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26 T48N R13W, IN COLUMBIA, BOONE COUNTY, MISSOURI, BEING PART OF LOT 1 OF FORUM BOULEVARD CHRISTIAN CHURCH SUBDIVISION, RECORDED IN PLAT BOOK 23 PAGE 27, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF FORUM BOULEVARD CHRISTIAN CHURCH SUBDIVISION, RECORDED IN PLAT BOOK 23 PAGE 27, THENCE ALONG THE SOUTHERLY LINE OF SAID LOT, N 83°12'00"W 354.21 FEET; THENCE LEAVING SAID LINE, N 78°02'00"W 44.38 FEET; THENCE N 83°12'00"W 154.03 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 41.00 FEET, A DISTANCE OF 17.78 FEET, THE CHORD BEING N 70°46'30"W 17.64 FEET; THENCE N 58°21'10"W 42.15 FEET; THENCE N 36°28'50"W 21.56 FEET; THENCE ALONG A CURVE THE RIGHT, HAVING A RADIUS OF 19.00 FEET, A DISTANCE OF 13.94 FEET, THE CHORD BEING N 15°27'20"W 13.63 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE ALONG THE LINES OF SAID LOT 1, N 5°34'00"E 75.40 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 768.52 FEET, A DISTANCE OF 262.68 FEET, THE CHORD BEING N 15°21'30"E 261.40 FEET; THENCE N 25°09'00"E 286.02 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 868.52 FEET, A DISTANCE OF 114.36 FEET, THE CHORD BEING N 21°23'00"E 114.28 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT; THENCE ALONG THE NORTHERLY LINE OF SAID LOT, N 89°15'00"E 15.79 FEET; THENCE LEAVING SAID LINE ALOING A CURVE TO THE RIGHT, HAVING A RADIUS OF 883.52 FEET, A DISTANCE OF 121.31 FEET, THE CHORD BEING S 21°13'20"W 121.21 FEET; THENCE S 25°09'00"W 286.02 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 753.52, A DISTANCE OF 102.67, THE CHORD BEING S 21°14'50"W 102.59 FEET; THENCE S 72°39'30"E 13.50 FEET; THENCE S 15°44'30"W 41.35 FEET; THENCE N 75°51'40"W 13.50 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 753.52, A DISTANCE OF 112.76 FEET, THE CHORD BEING S 9°51'10"W 112.66 FEET; THENCE S 5°34'00"W 57.46 FEET; THENCE S23°02'50"E 34.64 FEET; THENCE S 58°21'10"E 66.71 FEET; THENCE S 83°12'00"E 137.51 FEET; THENCE S 78°02'00"E 44.38 FEET; THENCE S 83°12'00"E 243.30 FEET; THENCE N 88°39'50"E 82.66 FEET; THENCE S 64°54'00"E 28.30 FEET TO THE EASTERLY LINE OF SAID LOT 1; THENCE S 1°03'00"E ALONG SAID LINE 12.93 FEET TO THE POINT OF BEGINNING, AND CONTAINING 19,629 SQ FT.



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 Missouri Land Surveying Corporation #2004004672

FREDERICK E. CARROZ III  
 PROFESSIONAL LAND SURVEYOR  
 PLS - 2008016655

SHEET 1 OF 4  
 ES&S Job # 13504



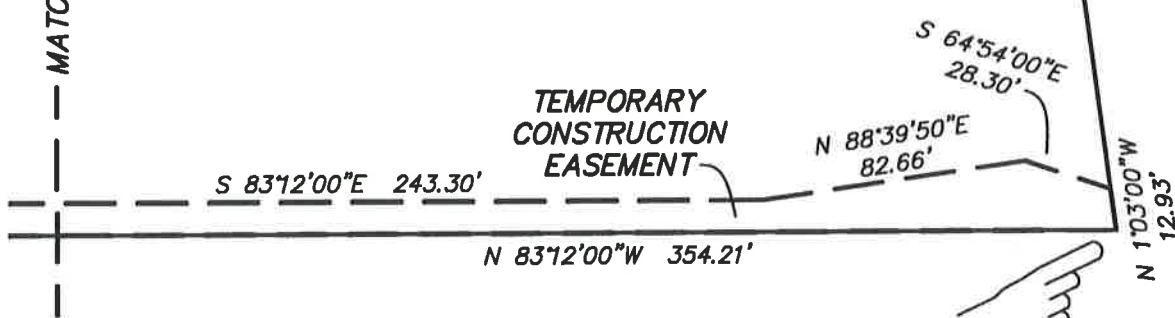
SCALE: 1" = 60'

WARRANTY DEED IN BOOK 609 PAGE 216

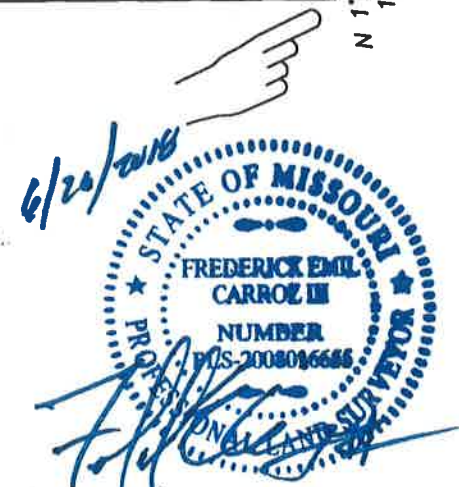
LOT 1

FORUM BOULEVARD CHRISTIAN CHURCH SUBDIVISION  
IN PLAT BOOK 23 PAGE 27

MATCH LINE



NIFONG BOULEVARD

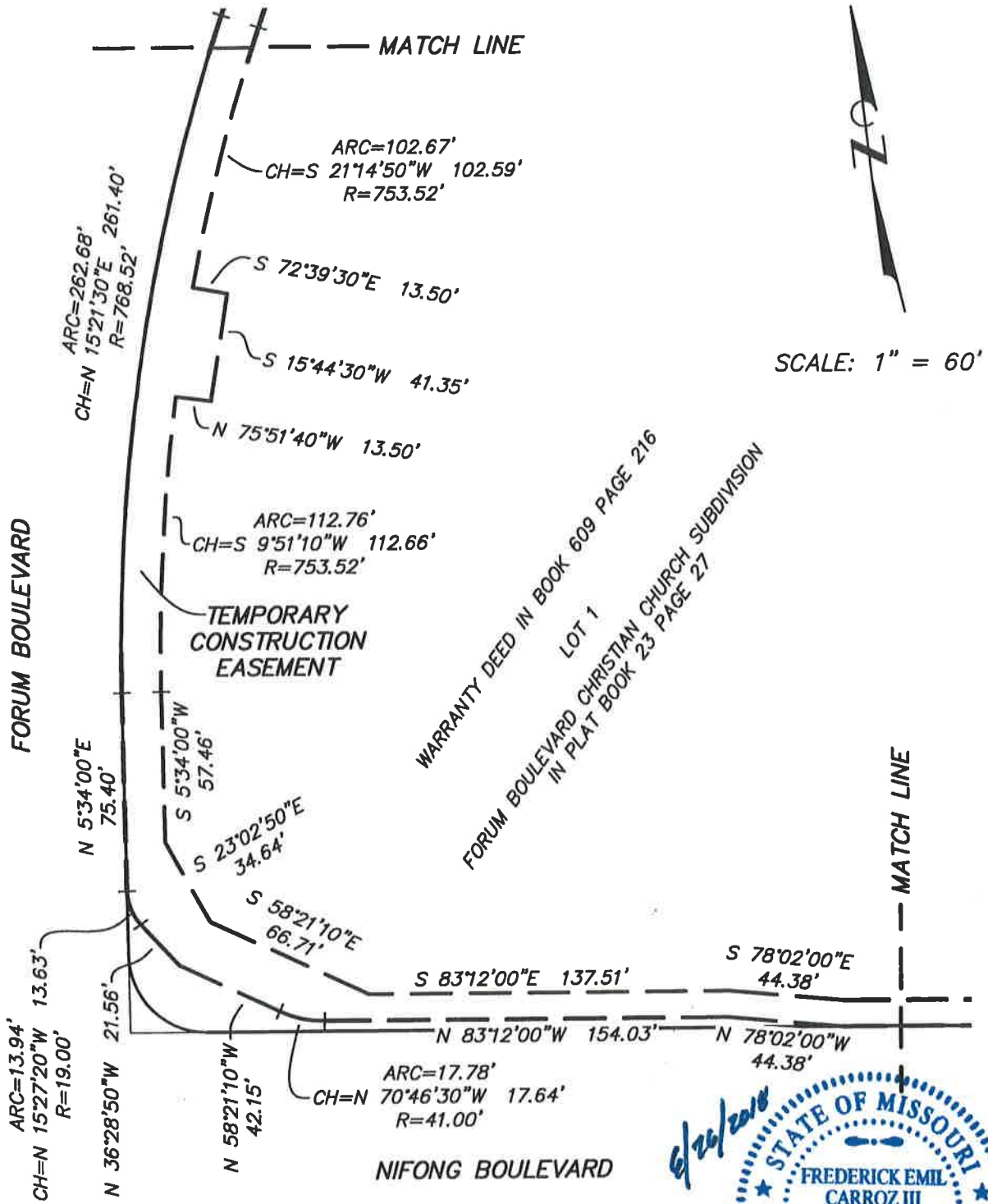


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PLS - 2008016655

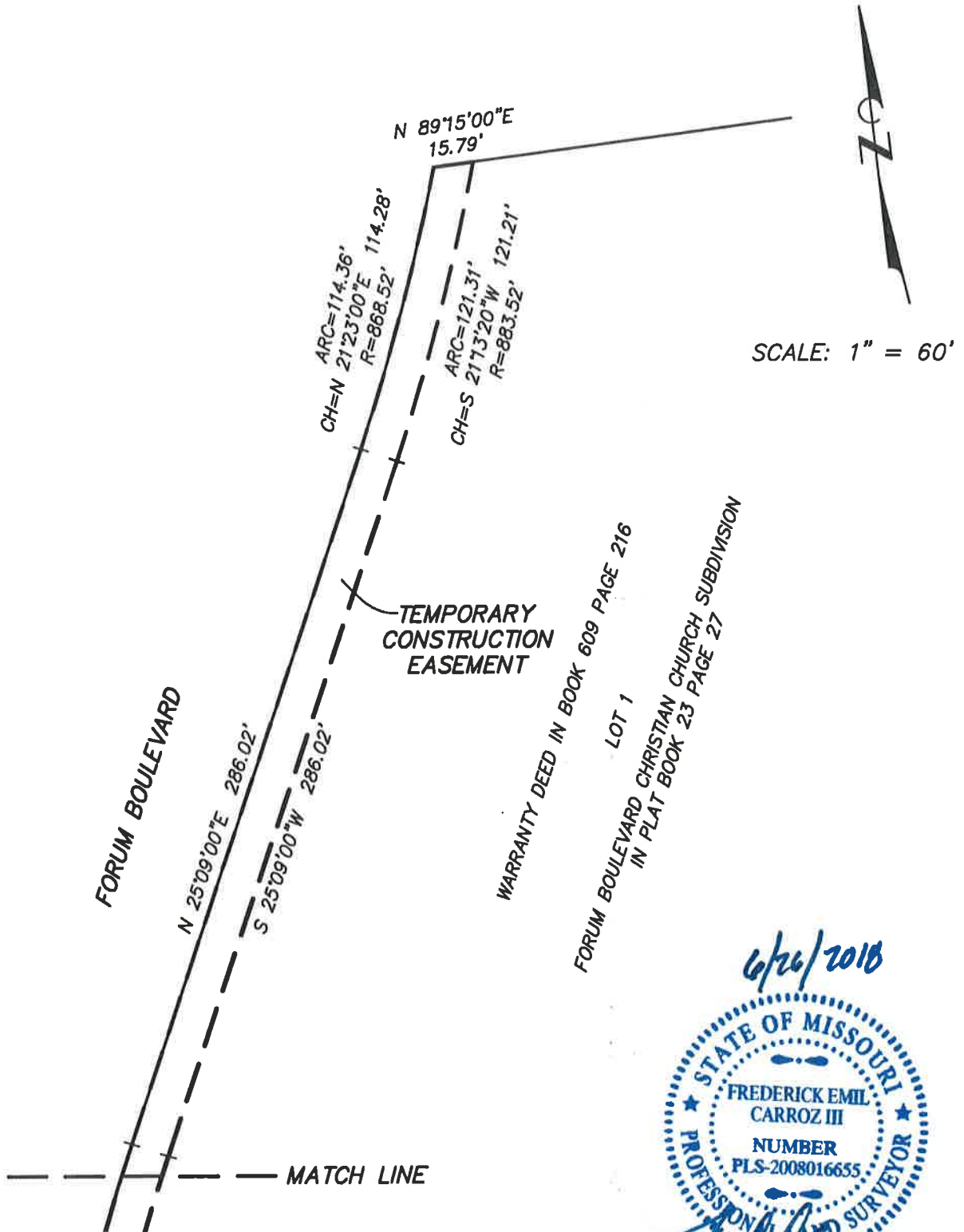




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WARRANTY DEED IN BOOK 609 PAGE 216  
 LOT 1  
 FORUM BOULEVARD CHRISTIAN CHURCH SUBDIVISION  
 IN PLAT BOOK 23 PAGE 27



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**PERMENANT UTILITY EASEMENT**

JUNE 26, 2018

WESTSIDE CHRISTIAN CHURCH OF COLUMBIA  
FORUM BOULEVARD CHRISTIAN CHURCH SUBDIVISION  
RECORDED IN PLAT BOOK 23 PAGE 27

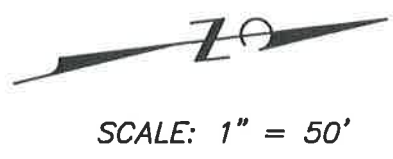
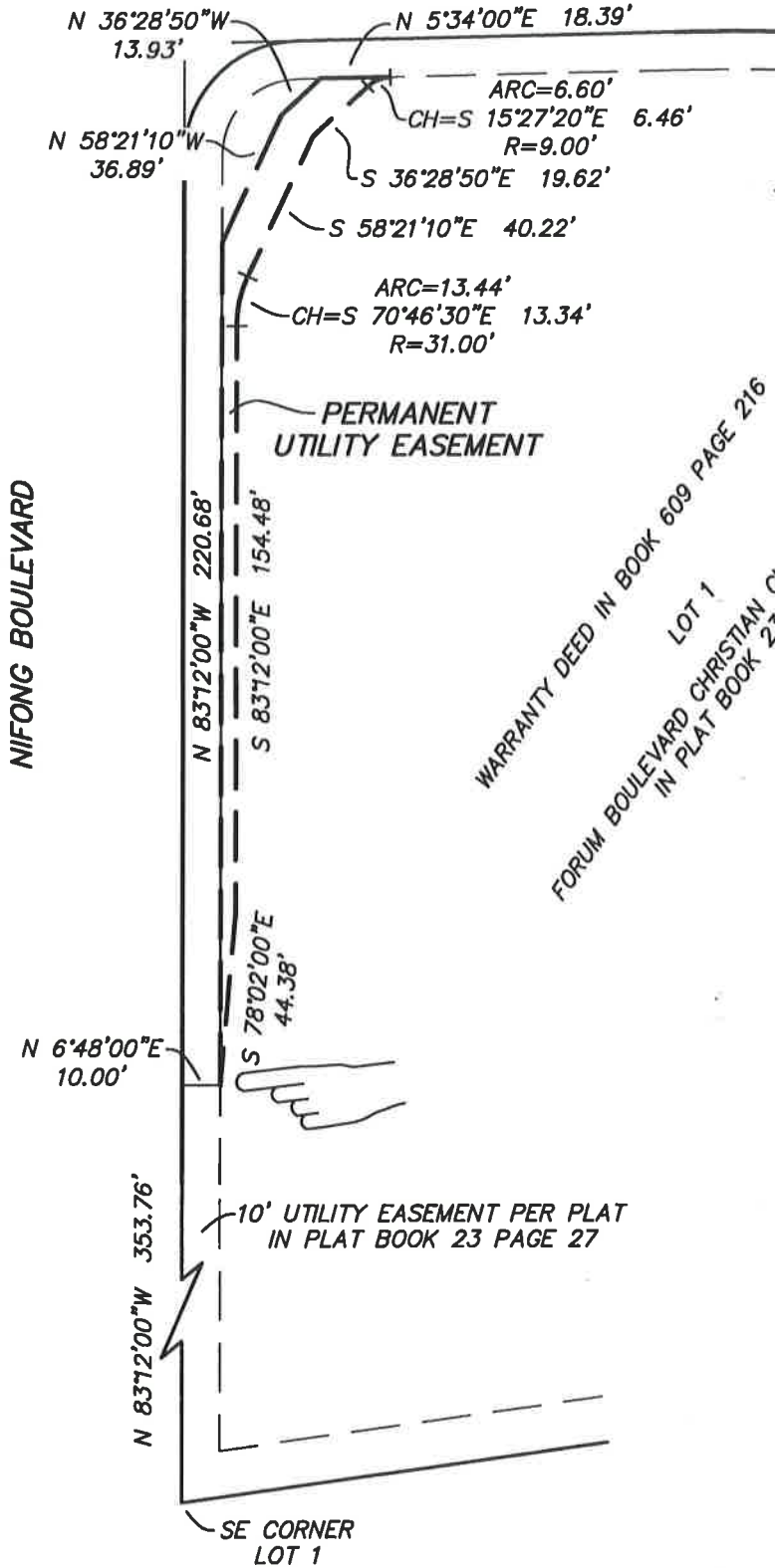
A STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26 T48N R13W, IN COLUMBIA, BOONE COUNTY, MISSOURI, BEING PART OF LOT 1 OF FORUM BOULEVARD CHRISTIAN CHURCH SUBDIVISION, RECORDED IN PLAT BOOK 23 PAGE 27, FURTHER DESCRIBED AS FOLLOWS:

STARTING AT THE SOUTHEAST CORNER OF LOT 1 OF FORUM BOULEVARD CHRISTIAN CHURCH SUBDIVISION, RECORDED IN PLAT BOOK 23 PAGE 27, THENCE N 83°12'00"W ALONG THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 353.76 FEET; THENCE LEAVING SAID LINE N 6°48'00"E 10.00 TO THE NORTHERLY LINE OF A 10 FOOT UTILITY EASEMENT DEDICATED BY FORUM BOULEVARD CHRISTIAN CHURCH SUBDIVISION, THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, THENCE ALONG THE NORTHERLY LINE OF A 10 FOOT UTILITY EASEMENT DEDICATED BY FORUM BOULEVARD CHRISTIAN CHURCH SUBDIVISION, RECORDED IN PLAT BOOK 23 PAGE 27, N 83°12'00"W 220.68 FEET; THENCE N 58°21'10"W 36.89 FEET; THENCE N 36°28'50"W 13.93 FEET TO THE EASTERLY LINE OF A 10 FOOT UTILITY EASEMENT DEDICATED BY FORUM BOULEVARD CHRISTIAN CHURCH SUBDIVISION; THENCE ALONG SAID LINE N 5°34'00"E 18.39 FEET; THENCE LEAVING SAID LINE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 9.00 FEET, A DISTANCE OF 6.60 FEET, THE CHORD BEING S 15°27'20"E 6.46 FEET; THENCE S 36°28'50"E 19.62 FEET; THENCE S 58°21'10"E 40.22 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 31.00 FEET, A DISTANCE OF 13.44 FEET, THE CHORD BEING S 70°46'30"E 13.34 FEET; THENCE S 83°12'00"E 154.48 FEET; THENCE S 78°02'00"E 44.38 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1,373 SQ. FT.



FORUM BOULEVARD



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 PROFESSIONAL LAND SURVEYOR  
 PLS - 2008016655

**ADDITIONAL RIGHT-OF-WAY**

WESTSIDE CHRISTIAN CHURCH OF COLUMBIA  
FORUM BOULEVARD CHRISTIAN CHURCH SUBDIVISION  
RECORDED IN PLAT BOOK 23 PAGE 27

JUNE 26, 2018

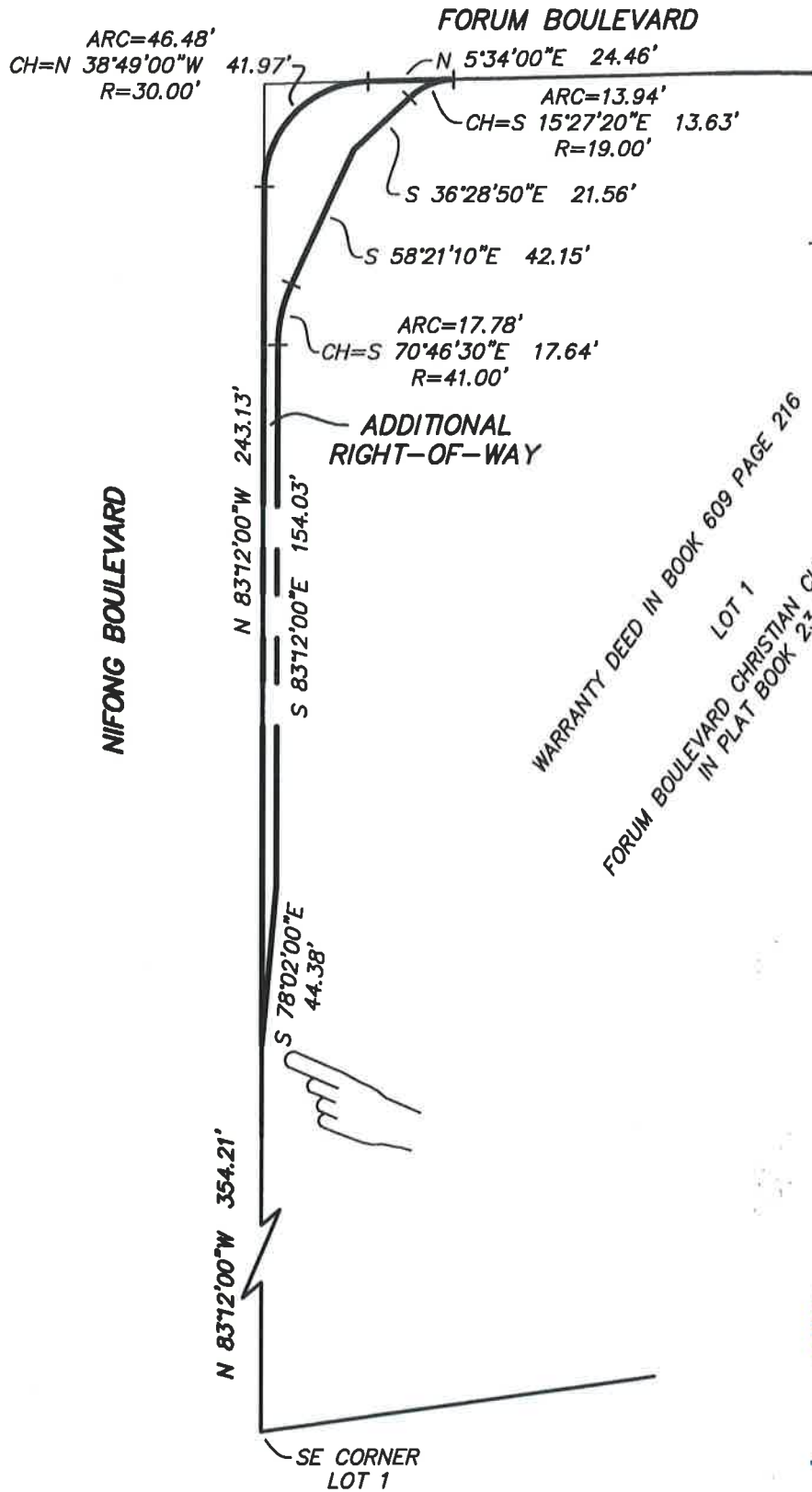
A STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26 T48N R13W, IN COLUMBIA, BOONE COUNTY, MISSOURI, BEING PART OF LOT 1 OF FORUM BOULEVARD CHRISTIAN CHURCH SUBDIVISION, RECORDED IN PLAT BOOK 23 PAGE 27, FURTHER DESCRIBED AS FOLLOWS:

STARTING AT THE SOUTHEAST CORNER OF LOT 1 OF FORUM BOULEVARD CHRISTIAN CHURCH SUBDIVISION, RECORDED IN PLAT BOOK 23 PAGE 27, THENCE N 83°12'00"W ALONG THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 354.21 FEET, THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, THENCE CONTINUING ALONG THE LINES OF LOT 1 OF FORUM BOULEVARD CHRISTIAN CHURCH SUBDIVISION, RECORDED IN PLAT BOOK 23 PAGE 27, N 83°12'00"W 243.13 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A DISTANCE OF 46.48 FEET, THE CHORD BEING N 38°49'00"W 41.97 FEET; THENCE N 5°34'00"E 24.46 FEET; THENCE LEAVING THE LINES OF SAID LOT 1, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 19.00 FEET, A DISTANCE OF 13.94 FEET, THE CHORD BEING S 15°27'20"E 13.63 FEET; THENCE S 36°28'50"E 21.56 FEET; THENCE S 58°21'10"E 42.15 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 41.00 FEET, A DISTANCE OF 17.78 FEET, THE CHORD BEING S 70°46'30"E 17.64 FEET; THENCE S 83°12'00"E 154.03 FEET; THENCE S 78°02'00"E 44.38 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1,943 SQ. FT.







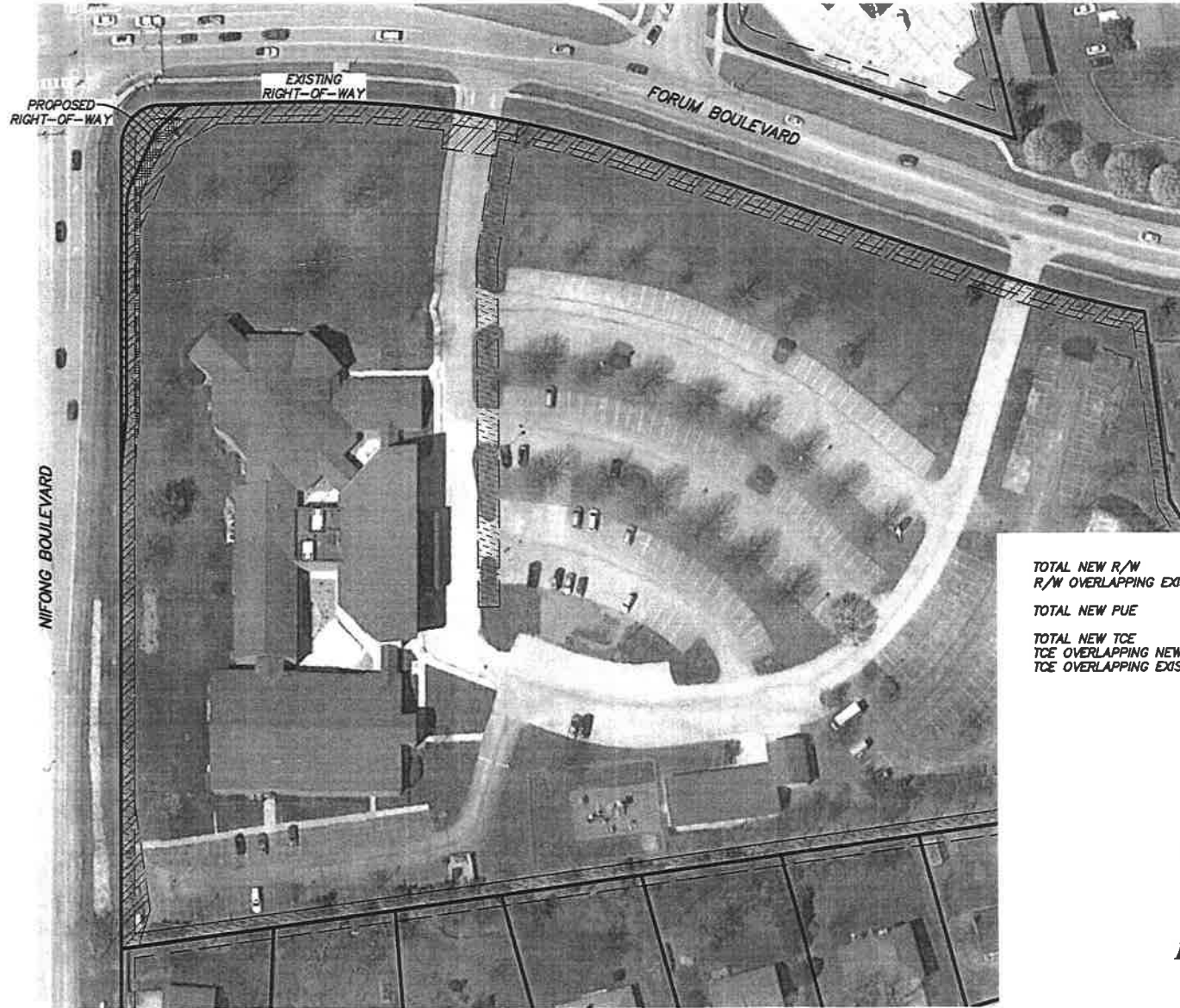
SCALE: 1" = 50'

6/26/2018

STATE OF MISSOURI  
 FREDERICK EMIL CARROZ III  
 NUMBER PLS-2008016655  
 PROFESSIONAL LAND SURVEYOR





**Engineering Surveys & Services**  
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 Missouri Land Surveying Corporation # 2004004672

FREDERICK E. CARROZ III  
 PROFESSIONAL LAND SURVEYOR  
 PLS - 2008016655



SCALE: 1" = 80'

**LEGEND**

-  TEMPORARY CONSTRUCTION EASEMENT AREA
-  RIGHT-OF-WAY DEDICATION AREA
-  PERMANENT UTILITY EASEMENT AREA
-  EXISTING EASEMENT AREA
- PUE PERMANENT UTILITY EASEMENT
- TCE TEMPORARY CONSTRUCTION EASEMENT

TOTAL NEW R/W	=	1,943 SQ. FT.	OR	0.04 ACRE
R/W OVERLAPPING EXISTING EASEMENT	=	1,575 SQ. FT.	OR	0.04 ACRE
TOTAL NEW PUE	=	1,373 SQ. FT.	OR	0.03 ACRE
TOTAL NEW TCE	=	19,629 SQ. FT.	OR	0.45 ACRE
TCE OVERLAPPING NEW PUE	=	1,373 SQ. FT.	OR	0.03 ACRE
TCE OVERLAPPING EXISTING EASEMENT	=	12,526 SQ. FT.	OR	0.29 ACRE

**EASEMENT EXHIBIT  
NIFONG BOULEVARD  
IMPROVEMENTS  
COLUMBIA, BOONE COUNTY, MISSOURI  
SHEET 1 OF 1**

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ES&S NO. 13504