

**TEMPORARY CONSTRUCTION EASEMENT**

THIS Temporary Construction Easement agreement entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Columbia, Missouri, a municipal corporation, of the County of Boone and the State of Missouri, Grantor, and The Islamic Center of Central Missouri, Inc., Grantee; Grantee's mailing address is Post Office Box 1241, Columbia, MO 65205.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

- 1. That the Grantor, does hereby grant unto the Grantee, a temporary construction easement located along the eastern edge of Flat Branch Park, from Locust Street extending southward approximately 150 feet (hereinafter "Easement Area"), to be in effect during the time of construction of a gymnasium on the Islamic Center property in Boone County subject to the terms and conditions contained herein 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:

A 15' WIDE STRIP OF LAND, BEING A PORTION OF A TRACT OF LAND DESCRIBED BY DEED RECORDED IN BOOK 462 PAGE 94, OF THE BOONE COUNTY RECORDS, ALSO BEING A PORTION OF SECTION 13, TOWNSHIP 48 NORTH, RANGE 13 WEST (T48N, R13W), BOONE COUNTY, MISSOURI, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF THE EAST 15' OF THE LAND DESCRIBED BY DEED RECORDED IN BOOK 462 PAGE 94, OF THE BOONE COUNTY RECORDS, LYING SOUTH OF LOCUST STREET AND NORTH OF WATER STREET.

THE ABOVE TRACT OF LAND CONTAINS 3,000 SQUARE FEET. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD OR NOT OF RECORD, IF ANY.  
**(See attached Exhibit A)**

- 2. The rights herein granted to Grantee shall terminate upon the Grantee receiving an occupancy permit for the new gymnasium or until August 21, 2020, whichever occurs first.
- 3. Grantee shall maintain and operate the Easement Area, and any permitted improvements, in a safe and workmanlike manner and shall keep and maintain the same in a professional and sightly

condition at all times. Grantee agrees that it shall comply with all rules, laws, ordinances and requirements regarding its construction activities, maintenance and use of the Easement Area and shall obtain any and all required permits and licenses.

4. Grantee shall require its agents and contractors, if any, to carry workers' compensation insurance as required by applicable law and comprehensive liability coverage in an amount not less than \$2,000,000 combined single limit for any one occurrence for injury to or death of a person or persons and for damage to property occasioned by or arising out of any use of the Easement Area.
5. Grantee shall use the Easement Area only as necessary for the purpose described in Paragraph 1 above, and shall use its best efforts not to interfere with the public's use and enjoyment of the Flat Branch Park. At no time shall Grantee block or in any way restrict access to or from Flat Branch Park or cause any operations at Flat Branch Park to be interfered with or interrupted. Grantee agrees, at their expense, to replant, replace, re-sod and repair any and all damage caused to the Easement Area or Flat Branch Park by Grantee, its employees, agents or contractors, including, but not limited to:
  - a. Any granular material placed in the Easement Area shall be removed and replaced with clean fill topped with eight (8) inches of topsoil. All fill soil added to Grantor's property shall be approved by Grantor.
  - b. The Easement Area shall not be utilized by Grantee for any storm water management requirements. All storm water run-off from the new gymnasium building constructed on Grantee's property shall be managed on Grantee's site.
  - c. The removal of the existing eleven (11) pine trees in the Easement Area shall be replaced by Grantee with three (3) inch caliper trees of the same species and the disturbed area will be mulched or sodded as required by Grantor.
  - d. No construction spoils shall be placed on Grantor's property.
6. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted.
7. If Grantee shall at any time violate any of the terms, covenants or conditions contained herein or fail to perform any of its obligations contained herein in a timely fashion, Grantor shall have the right to declare the rights granted to Grantee herein null and void and of no further force and effect and upon such event.

WHEREFORE, Grantor and Grantee have executed this Temporary Construction Easement as of the date first above written.

**[SIGNATURES APPEAR ON FOLLOWING PAGES]**

**GRANTOR:  
CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
John Glascock, Interim City Manager

ATTEST:

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

APPROVED AS TO FORM:

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

STATE OF MISSOURI )  
                                  )ss.  
COUNTY OF BOONE )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public in and for said state, personally appeared, John Glascock, who, being by me duly sworn, did say that he is the Interim 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 Interim 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.

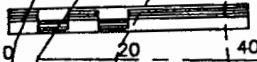
\_\_\_\_\_  
Notary Public

My commission expires:

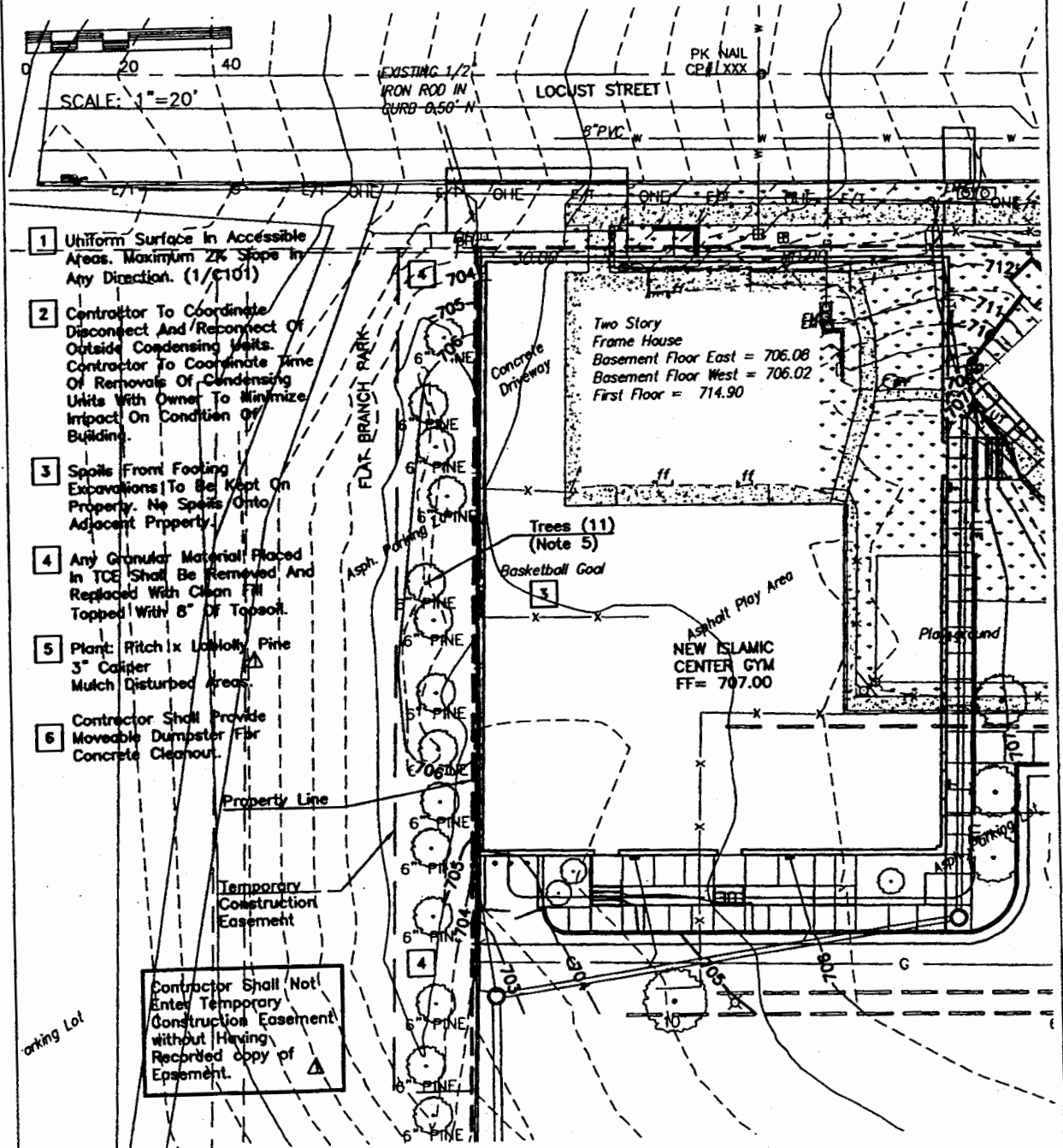


Exhibit A -  
Page 1

## Unofficial Document



SCALE: 1" = 20'



- 1 Uniform Surface in Accessible Areas. Maximum 2% Slope in Any Direction. (1/C101)
- 2 Contractor To Coordinate Disconnect And/Reconnect Of Outside Condensing Units. Contractor To Coordinate Time Of Removals Of Condensing Units With Owner To Minimize Impact On Condition Of Building.
- 3 Spoils From Footing Excavations To Be Kept On Property. No Spoils Onto Adjacent Property.
- 4 Any Granular Material Placed In TCE Shall Be Removed And Replaced With Clean Fill Topped With 6" Of Topsoil.
- 5 Plant: Pitchix Ladykill Pine 3" Caliper Mulch Disturbed Areas.
- 6 Contractor Shall Provide Moveable Dumpster For Concrete Cleanout.

Contractor Shall Not Enter Temporary Construction Easement without Having Recorded Copy of Easement.

000  
000  
000

Rangwal Architects  
Islamic Center Gym  
408 Locust St. Columbia, MO 65201

**THH**  
The Home Depot Construction Services Group

No.	Date	Description	Initials
1	10/28/13	City Comments	

# Boone County, Missouri

## Unofficial Document

Exhibit A - Page 2



Thomas A. Tropea  
 License # 28823  
 Expires 12/31/2015

**THINC**  
 Engineering & Architecture  
 10000 N. Highway 70, Suite 100  
 Independence, MO 64050  
 Phone: 816.224.1111  
 Fax: 816.224.1112  
 Email: info@thincmo.com

**Demolition Plan**  
 Islamic Center Gym  
 408 Locust St. Columbia, MO 65201

Checked by: [Signature]  
 Drawn by: [Signature]  
 Date: 11/28/13

DWG. C003  
 SHEET 2 OF 9

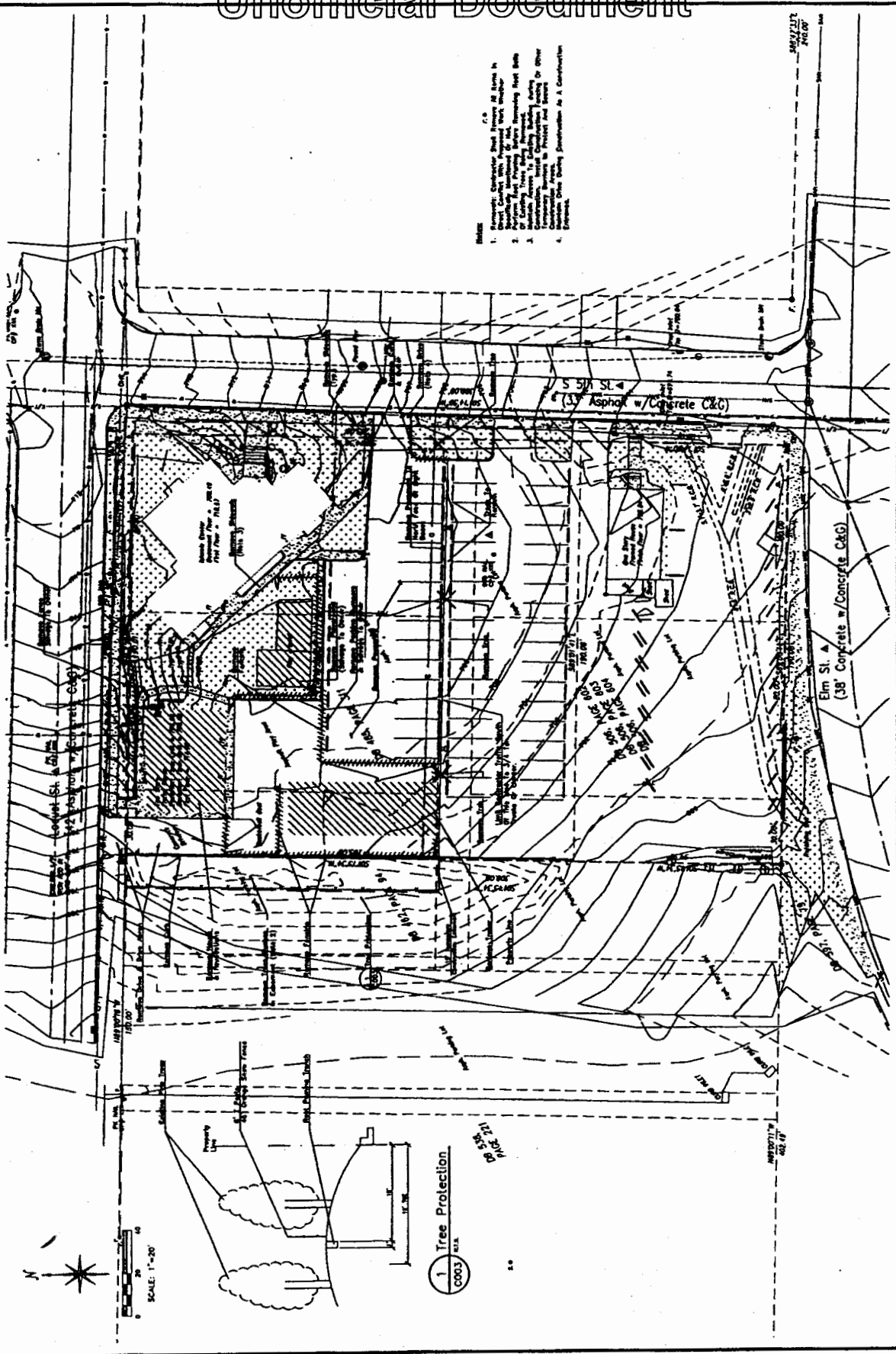
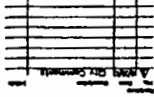


Exhibit A - Page 3



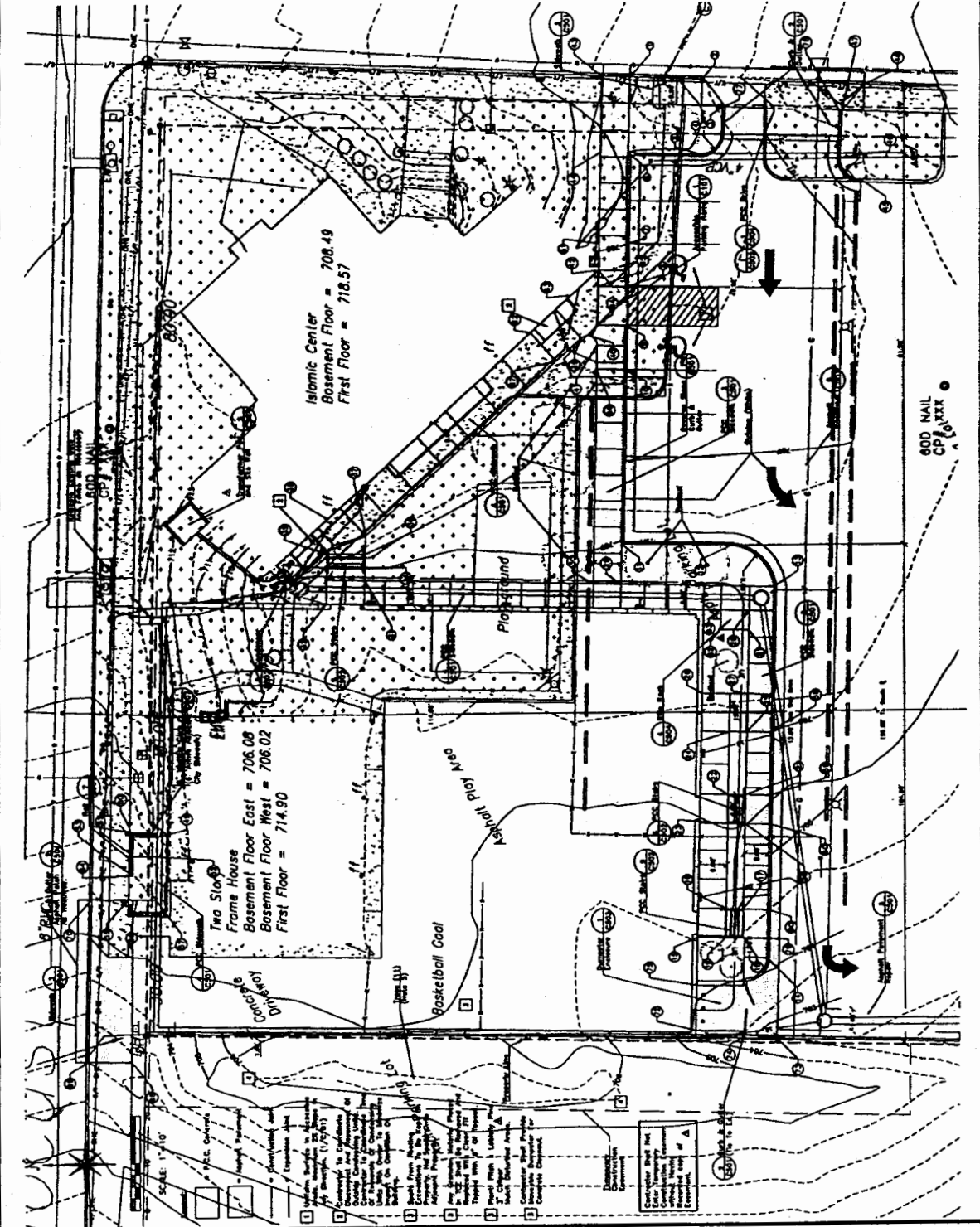
181 Home Inspection & Construction, LLC  
408 Locust St. Columbia, MO 65201  
Phone: 620-721-8811  
Fax: 620-721-8812  
www.181home.com

Site Plan  
Islamic Center Gym  
408 Locust St. Columbia, MO 65201  
Rangway Architects  
1000 N. 1st St. Columbia, MO 65201  
Phone: 620-721-8811  
Fax: 620-721-8812  
www.rangway.com

Sheet No. C102  
Date: 11-11-2011  
Scale: As Shown  
DWG. C102

Unofficial Document

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	Excavate and backfill	1000	CY	12.00	12000.00
2	Concrete foundation	100	LF	100.00	10000.00
3	Formwork	1000	SF	1.00	1000.00
4	Rebar	1000	LB	0.50	500.00
5	Foundation	100	LF	100.00	10000.00
6	Excavate and backfill	1000	CY	12.00	12000.00
7	Concrete foundation	100	LF	100.00	10000.00
8	Formwork	1000	SF	1.00	1000.00
9	Rebar	1000	LB	0.50	500.00
10	Foundation	100	LF	100.00	10000.00
11	Excavate and backfill	1000	CY	12.00	12000.00
12	Concrete foundation	100	LF	100.00	10000.00
13	Formwork	1000	SF	1.00	1000.00
14	Rebar	1000	LB	0.50	500.00
15	Foundation	100	LF	100.00	10000.00
16	Excavate and backfill	1000	CY	12.00	12000.00
17	Concrete foundation	100	LF	100.00	10000.00
18	Formwork	1000	SF	1.00	1000.00
19	Rebar	1000	LB	0.50	500.00
20	Foundation	100	LF	100.00	10000.00
21	Excavate and backfill	1000	CY	12.00	12000.00
22	Concrete foundation	100	LF	100.00	10000.00
23	Formwork	1000	SF	1.00	1000.00
24	Rebar	1000	LB	0.50	500.00
25	Foundation	100	LF	100.00	10000.00
26	Excavate and backfill	1000	CY	12.00	12000.00
27	Concrete foundation	100	LF	100.00	10000.00
28	Formwork	1000	SF	1.00	1000.00
29	Rebar	1000	LB	0.50	500.00
30	Foundation	100	LF	100.00	10000.00
31	Excavate and backfill	1000	CY	12.00	12000.00
32	Concrete foundation	100	LF	100.00	10000.00
33	Formwork	1000	SF	1.00	1000.00
34	Rebar	1000	LB	0.50	500.00
35	Foundation	100	LF	100.00	10000.00
36	Excavate and backfill	1000	CY	12.00	12000.00
37	Concrete foundation	100	LF	100.00	10000.00
38	Formwork	1000	SF	1.00	1000.00
39	Rebar	1000	LB	0.50	500.00
40	Foundation	100	LF	100.00	10000.00
41	Excavate and backfill	1000	CY	12.00	12000.00
42	Concrete foundation	100	LF	100.00	10000.00
43	Formwork	1000	SF	1.00	1000.00
44	Rebar	1000	LB	0.50	500.00
45	Foundation	100	LF	100.00	10000.00
46	Excavate and backfill	1000	CY	12.00	12000.00
47	Concrete foundation	100	LF	100.00	10000.00
48	Formwork	1000	SF	1.00	1000.00
49	Rebar	1000	LB	0.50	500.00
50	Foundation	100	LF	100.00	10000.00
51	Excavate and backfill	1000	CY	12.00	12000.00
52	Concrete foundation	100	LF	100.00	10000.00
53	Formwork	1000	SF	1.00	1000.00
54	Rebar	1000	LB	0.50	500.00
55	Foundation	100	LF	100.00	10000.00
56	Excavate and backfill	1000	CY	12.00	12000.00
57	Concrete foundation	100	LF	100.00	10000.00
58	Formwork	1000	SF	1.00	1000.00
59	Rebar	1000	LB	0.50	500.00
60	Foundation	100	LF	100.00	10000.00
61	Excavate and backfill	1000	CY	12.00	12000.00
62	Concrete foundation	100	LF	100.00	10000.00
63	Formwork	1000	SF	1.00	1000.00
64	Rebar	1000	LB	0.50	500.00
65	Foundation	100	LF	100.00	10000.00
66	Excavate and backfill	1000	CY	12.00	12000.00
67	Concrete foundation	100	LF	100.00	10000.00
68	Formwork	1000	SF	1.00	1000.00
69	Rebar	1000	LB	0.50	500.00
70	Foundation	100	LF	100.00	10000.00
71	Excavate and backfill	1000	CY	12.00	12000.00
72	Concrete foundation	100	LF	100.00	10000.00
73	Formwork	1000	SF	1.00	1000.00
74	Rebar	1000	LB	0.50	500.00
75	Foundation	100	LF	100.00	10000.00
76	Excavate and backfill	1000	CY	12.00	12000.00
77	Concrete foundation	100	LF	100.00	10000.00
78	Formwork	1000	SF	1.00	1000.00
79	Rebar	1000	LB	0.50	500.00
80	Foundation	100	LF	100.00	10000.00
81	Excavate and backfill	1000	CY	12.00	12000.00
82	Concrete foundation	100	LF	100.00	10000.00
83	Formwork	1000	SF	1.00	1000.00
84	Rebar	1000	LB	0.50	500.00
85	Foundation	100	LF	100.00	10000.00
86	Excavate and backfill	1000	CY	12.00	12000.00
87	Concrete foundation	100	LF	100.00	10000.00
88	Formwork	1000	SF	1.00	1000.00
89	Rebar	1000	LB	0.50	500.00
90	Foundation	100	LF	100.00	10000.00
91	Excavate and backfill	1000	CY	12.00	12000.00
92	Concrete foundation	100	LF	100.00	10000.00
93	Formwork	1000	SF	1.00	1000.00
94	Rebar	1000	LB	0.50	500.00
95	Foundation	100	LF	100.00	10000.00
96	Excavate and backfill	1000	CY	12.00	12000.00
97	Concrete foundation	100	LF	100.00	10000.00
98	Formwork	1000	SF	1.00	1000.00
99	Rebar	1000	LB	0.50	500.00
100	Foundation	100	LF	100.00	10000.00



1. Quantities in Circle are Top of Deck Unless Indicated
2. Dimensions are in Feet unless otherwise indicated
3. All dimensions are to center unless otherwise indicated