

Boone County, Missouri

Unofficial Document



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**SCENIC CONSERVATION BIKEWAY/WALKWAY EASEMENT**

THIS INDENTURE, made on the 26<sup>th</sup> day of MAY, 2016, by and between Doris J. Overton, a single person of the County of Boone in 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 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:

**LEGAL DESCRIPTION:**

A FORTY FOOT (40') WIDE STRIP OF LAND ACROSS PART OF A TRACT OF LAND DESCRIBED IN THE WARRANTY DEED IN BOOK 638 AT PAGE 79, SAID TRACT BEING LOT 1 OF RICHLAND HEIGHTS PLAT 2 AS RECORDED IN PLAT BOOK 31 AT PAGE 46, BOTH OF THE BOONE COUNTY RECORDS, SITUATE IN THE CITY OF COLUMBIA, BOONE COUNTY, MISSOURI; BEING TWENTY (20) FEET IN WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

STARTING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE WITH THE EAST LINE OF SAID LOT, S.7°48'30"E., 243.80 FEET TO THE NORTH LINE OF A SCENIC CONSERVATION BIKEWAY/WALKWAY EASEMENT AS DESCRIBED IN BOOK 4111 AT PAGE 53 OF THE BOONE COUNTY RECORDS; THENCE LEAVING SAID EAST LINE AND ALONG THE WESTERLY & NORTHWESTERLY LINES OF SAID EASEMENT, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 770 FEET A DISTANCE OF 154.81 FEET (THE CHORD OF SAID CURVE HAVING BEARING AND DISTANCE OF S.24°26'25"W., 154.55 FEET); THENCE S.16°54'00"W., 199.41 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A

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RADIUS OF 400.00 FEET A DISTANCE OF 380.95 FEET (THE CHORD OF SAID CURVE HAVING BEARING AND DISTANCE OF S.47°34'50"W., 366.72 FEET); THENCE S.79°08'25"W., 98.43 FEET; THENCE S.75°08'55"W., 301.13 FEET; THENCE S.80°23'50"W., 57.49 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID LINES, N.6°57'20"E., 47.56 FEET; THENCE N.2°09'45"E., 63.25 FEET; THENCE N.12°43'05"E., 54.80 FEET; THENCE N.1°36'10"E., 84.40 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF HILLSDALE ROAD, THE END OF THE DESCRIBED CENTERLINE AND CONTAINING 10,001 SQUARE FEET INCLUSIVE OF 400 SQUARE FEET OF PLATTED UTILITY EASEMENT AS SHOWN BY SAID RICHLAND HEIGHTS PLAT 2.

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 City of Columbia, no plants, shrubs, ground cover or trees shall be removed. However, the City of Columbia may remove

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