



CITY OF COLUMBIA, MISSOURI

LAW DEPARTMENT

July 6, 2018

Mr. David G. Brown
Attorney At Law
501 Fay Street, Suite 201
Columbia, MO 65201

RE: Joint Parking Agreement

Dear Mr. Brown:

The City received your letter of June 28, 2018 regarding your clients' Joint Parking Agreement with the City of Columbia dated August 21, 1986. Pursuant to the terms of that Agreement, the City provided timely notice of termination of the Agreement which will become effective August 21, 2018. A copy of the termination letter is enclosed for your information and use.

Please be advised the City does intend to remove the portion of the parking lot located on the City's property and will make use of its adjoining property in a manner that will necessitate the closing of that portion of the curb cut which is on the City's property. As of August 21, 2018, your clients will have no right to enter upon and traverse the City's property to access their property.

The Agreement clearly and unequivocally provides for an initial ten (10) year term and subsequent one (1) year renewals, with a one (1) year notice provision for termination. Your clients have full alternative access to their property by pedestrian traffic on all four sides and vehicular access and parking on three sides. There are absolutely no "vested property rights" that have attached based upon the contractual permission granted by the City allowing your clients to use the City tract for a limited purpose and a definite period of time.

If your clients desire to continue to utilize that portion of the parking area solely located on their property they will need to construct an entrance which does not encroach on the City's property.

Yours truly,



Nancy Thompson
City Counselor

Enclosure

June 29, 2017

Mr. Mark Milan Stevenson
Mrs. Clydia Joyce Stevenson
320 E. Broadway (*address for notices in the Agreement*)
Columbia, MO 65201

and

3212 Shoreside Dr.
Columbia, MO 65201

Notice to Terminate Agreement

Please be advised that the City of Columbia, Missouri, pursuant to paragraph 10 of the joint parking Agreement dated August 21, 1986, elects to terminate the Agreement between the parties, and the effective date of termination would be August 21, 2018.



Title

Asst Attorney City of Columbia

Date

June 29, 2017

BROWN LAW OFFICE

June 28, 2018

Ms. Nancy Thompson
City Counselor's Office
701 E Broadway
Columbia, MO 65201

RE: Notice to Terminate "Joint Parking" Agreement

Dear Ms. Thompson:

I represent the Stevensons in relation to a parking lot located at the southeast corner of Broadway and Providence Road. The parking lot is jointly owned with the City. Your office recently served notice of the City's election to terminate a "Joint Parking Agreement" that governs the lot, effective 8/21/2018.

My clients assume that the City intends to make some other use of its portion of the parking lot. This concerns my clients because the City only owns half of the parking lot, and upon the expiration of the Joint Parking Agreement there will remain a shared roadway access that serves the other half of the parking lot and several tenant businesses. I have advised my clients that there is a vested property right to the existing access. Because surveyors have been seen surveying the area, my clients are concerned that the City may have plans that would obstruct or impair that access.

Would you please have someone from the City who has knowledge of this matter contact me or the Stevensons to discuss the City's intentions?

In the meantime, please consider this letter notice that my clients assert a vested property right to the existing roadway access, including the paved area of the parking lot necessary to maintain the existing access for tenants, and including a strip of pavement along the easternmost edge of the City's "half" of the existing parking lot, as necessary to provide continued vehicular access to the buildings and parking spaces. The termination of the Joint Parking Agreement does not terminate that access right, which is an entirely different matter than the construction and maintenance of a parking lot.

Again, please let me or my clients know what the City intends. My clients are willing to work with the City to avoid a dispute.

Thank you.

Yours Truly,

David G. Brown

June 29, 2017

Mr. Mark Milan Stevenson
Mrs. Clydia Joyce Stevenson
320 E. Broadway (address for notices in the Agreement)
Columbia, MO 65201

and

3212 Shoreside Dr.
Columbia, MO 65201

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Asst Attorney City of Columbia

Title

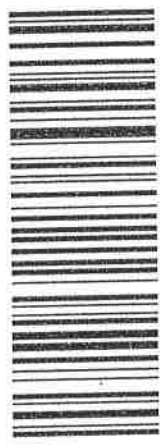
June 29, 2017

Date

*sent to home address
sent to address in K for notices (received)
e mailed to them.*

Mailed 6/29/17

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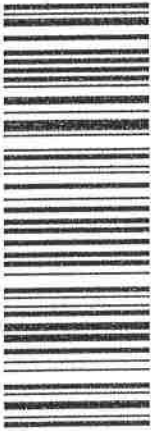
Sent To Mark & Clydia Stevenson
 Street & Apt. No.,
 or PO Box No. 300 E. Broadway
 City, State, ZIP+4 Columbia, MO 65201

PS Form 3800, July 2014 See Reverse for Instructions

City of Columbia - Law Dept.
701 E. Broadway
P.O. Box 6015
Columbia, MO 65205-6015

Address on the K. In notices

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Sent To *Mark & Clydie Stevenson*

Street & Apt. No.,
or PO Box No. *3212 Shore side Dr.*

City, State, ZIP+4® *Columbia, MD 21050*

PS Form 3800, July 2014 See Reverse for Instructions

City of Columbia - Law Dept
701 E. Broadway
P.O. Box 6015
Columbia, MO 65205-6015

Home address



Tracy Graham <tracy.graham@como.gov>

Notice to Terminate Agreement

1 message

Tracy Graham <tracy.graham@como.gov>
To: markmilam3@aol.com
Cc: Steve Van Matre <Steve.VanMatre@como.gov>

Mon, Jul 10, 2017 at 10:53 AM

Mark Stevenson,

I am sending the attached letter at the request of Attorney Steve Van Matre.

--
Sincerely,
Tracy Graham
Sr Administrative Support Assistant
City of Columbia - Law Dept.
573-817-5024

 **06.29.2017 Notice to Terminate Agreement - Stevenson.docx.pdf**
16K

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of August, 1986, by and between the City of Columbia, a municipal corporation (hereinafter City) and Mark Milam Stevenson and Clydia Joyce Stevenson, husband and wife, (hereinafter Stevensons).

WHEREAS, City owns certain property at the southeast corner of Providence and Broadway on which it plans to construct a right turn lane for traffic turning right from Providence onto Broadway; and

WHEREAS, City desires to construct a parking lot and access to said lot on the remainder of its property at that location; and

WHEREAS, Stevensons own the property abutting City's property upon which they desire a parking lot and access to said lot; and

WHEREAS, City and Stevensons have agreed to combine resources and property in order to create a parking lot to serve both owners with a single, joint point of access, the construction and maintenance of which shall be according to terms and conditions set out hereinafter.

WITNESSETH:

For and in consideration of the mutual covenants, agreements and promises herein, the parties agree as follows:

1. The City shall construct, upon its real property, described as the north 96 feet of the east 37 feet of Lot 183 of the Original Town, now City, of Columbia as recorded in Book A, Page 335 of the Boone County, Missouri Records,

- a) a right turn lane from Providence Road east onto Broadway;
- b) a reinforced concrete box culvert on Flat Branch from the south side of Broadway along with necessary storm drainage inlets and appurtenances;

c) a parking lot on top of the box culvert which shall extend onto Stevensons property described in paragraph 4 below. Said parking lot shall have constructed upon it all necessary lighting fixtures necessary to meet established City minimum standards.

A preliminary sketch of the proposed construction is attached hereto as Exhibit A and incorporated by reference herein.

2. The City agrees that it shall perform all survey, engineering and design work necessary to develop plans for the above-referenced construction. City agrees that Stevensons shall have the right to review and approve said plans for the parking lot portion of the construction prior to submission of final plans for construction to the City Council for approval.

3. The City shall advertise and administer the contract or contracts for said construction.

4. Stevensons agree that a portion of the above-described parking lot to be constructed shall be constructed on their property as set out in Exhibit A and described as the north 96 feet of the west 25 feet of Lot 182 of the Original Town, now City, of Columbia, Boone County, Missouri, as recorded in Book A, Page 335 of the Boone County, Missouri Records. Stevensons further agree that they shall, prior to the construction of the parking lot described herein, remove solely at their cost, a minimum of the north 21 feet of the lower level storage area of the building located on their property and to construct, solely at their expense, the approximately 32 feet long retaining wall to permit the City to build the concrete box culvert referenced above. Stevensons agree to construct the retaining wall to City specifications, which are set out in Detail 2-4 of the plans for the retaining wall, attached hereto as Exhibit B and herein incorporated by reference.

5. Stevensons agree to deposit with the City, prior to the award of the contract for construction described herein, an irrevocable letter of credit, in a form acceptable to the City, in an amount equal to the cost of Stevensons' share of the costs of constructing that portion of the parking lot and appurtenances located on their property. Said share shall be determined by multiplying the total cost of constructing the parking lot from subgrade to

surface and total cost of lighting fixtures by the ratio of square footage of parking lot area located on Stevensons' property to the total square footage of the parking lot area. City agrees that the cost to Stevensons shall not exceed \$9,500.

6. City and Stevensons agree that a portion of property of each of them shall be jointly used by each of them as ingress and egress, and driveway for each to access their respective parking areas. City and Stevensons further agree that the other party shall have the right to use that area of the other's property for such purposes as long as the parking lot described in this agreement is operated and maintained as such by the parties. The joint-use area is further described as the north 96 feet of the west 7 feet of Lot 182 and the north 96 feet of the east 17 feet of Lot 183, both lots being platted in the original town, now City, of Columbia, Boone County, Missouri, as recorded in Book A, Page 335 of the Boone County, Missouri Records.

7. Stevensons agree to grant City, on its standard form, a temporary construction easement upon the following described property:

The North 102 feet of the West 34 feet of Lot 182 of the Original Town, now City of Columbia, Boone County, Missouri, as recorded in Book A, Page 335 of the Boone County, Missouri Records.

A copy of said temporary construction easement is attached hereto as Exhibit C and is herein incorporated by reference.

8. City and Stevensons agree to repair and maintain their respective portions of the parking lot as a dust free surface and in a manner that is readily usable and does not constitute a hazard to users thereof. All additional maintenance or repair work shall be mutually agreed by the parties.

9. Stevensons have in force a real estate-automobile liability insurance policy as submitted to and approved by the City, the form and content of which is substantially similar to the policy attached hereto as Exhibit D and herein incorporated by reference. Stevensons further agree to maintain a

similar policy in effect at all times during the term of this agreement or any renewal thereof. City agrees to maintain similar insurance at all times during the term of this agreement or any renewal thereof. SKC 8/11/36

10. City and Stevensons agree that the initial term of this agreement shall expire on August 31, 1997. This agreement shall automatically renew for subsequent one-year terms unless notice in writing is given to the other party a minimum of one year in advance of the expiration of the initial term or any renewal thereof. Said notice shall be given to City in care of the Director of Public Works, P.O. Box N, Columbia, Missouri 65205 and to Stevensons at their offices at 320 E. Broadway, Columbia, Missouri 65201.

11. City agrees that the work specified to be constructed herein shall be substantially complete so that the parking lot can be used by both parties by September 1, 1987. City further agrees that if said work is not substantially completed by said date, Stevensons shall have the option of declaring this contract null and void and of no further validity.

IN WITNESS WHEREOF, the parties hereto have been duly authorized to enter into this agreement as of the above date.

CITY OF COLUMBIA, MISSOURI

BY Raymond A. Beck
Raymond A. Beck, City Manager

ATTEST:

Laura H. Daniel
City Clerk

APPROVED AS TO FORM

Susan C. G. [Signature]
City Counselor

Mark Milam Stevenson
Mark Milam Stevenson

Clydia Joyce Stevenson
Clydia Joyce Stevenson

STATE OF MISSOURI)
COUNTY OF BOONE)

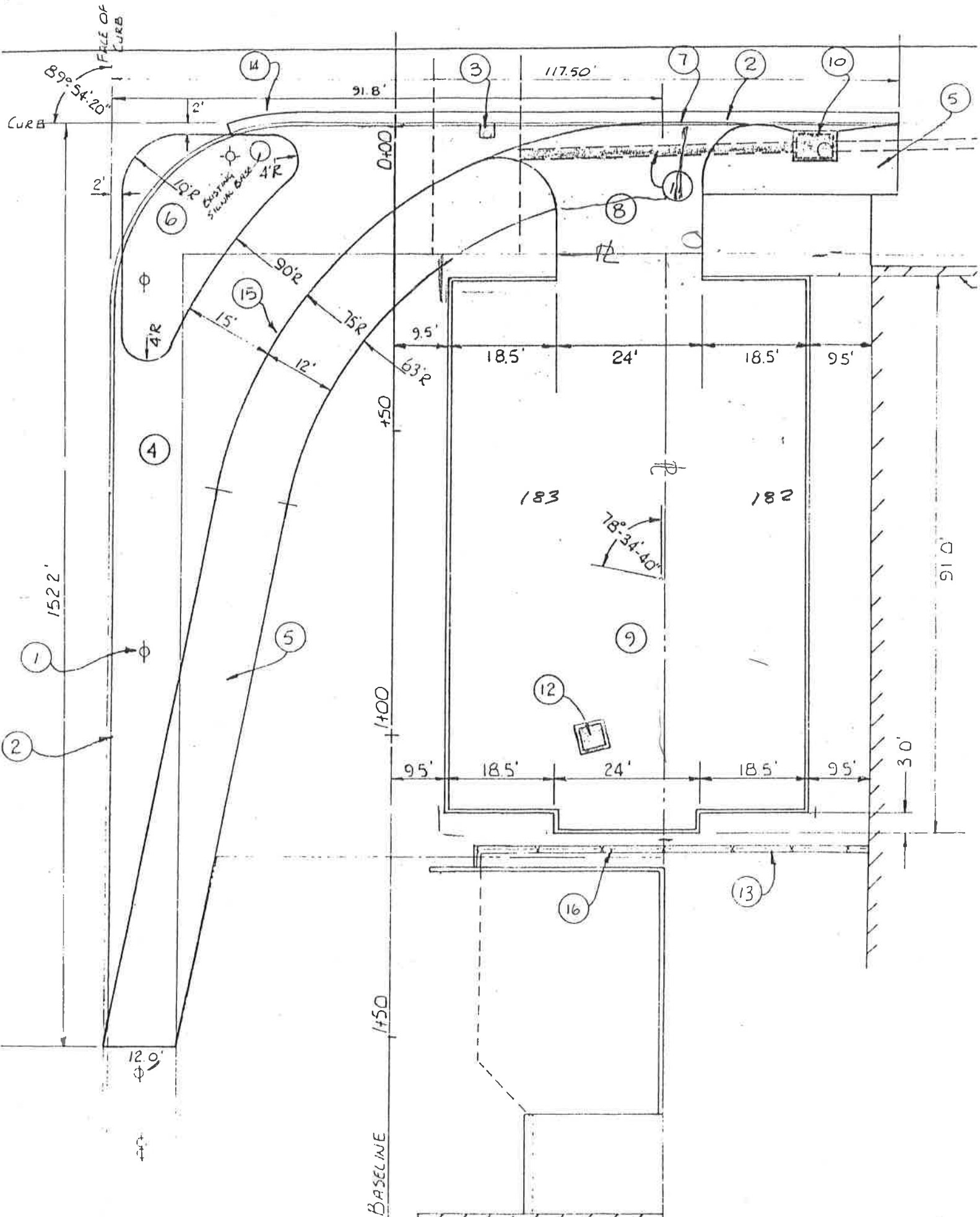
On this 21st day of August, 1986, before me, a Notary Public in and for said state, personally appeared Mark Milam Stevenson and Clydia Joyce Stevenson, known to me to be the persons who executed the within agreement and acknowledged to me that they executed the same for the purposes therein stated.

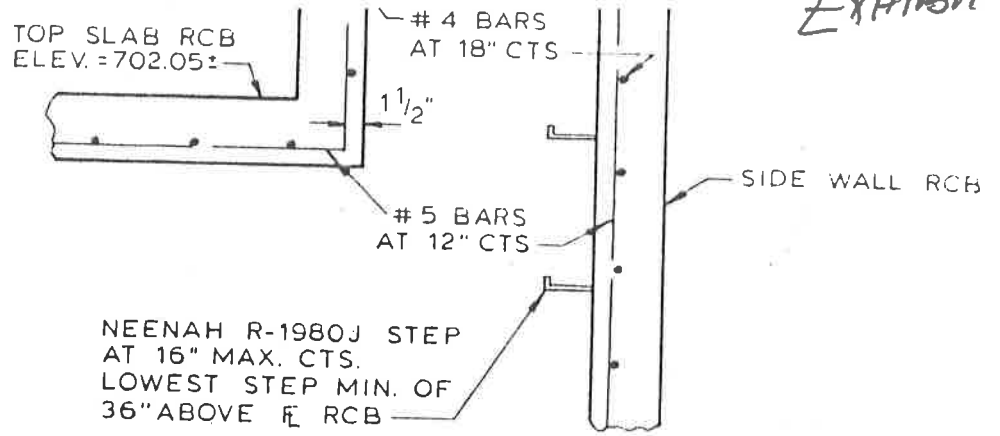
Wayne W. Silvey
Notary Public, State of Missouri

My commission expires: June 16, 1987

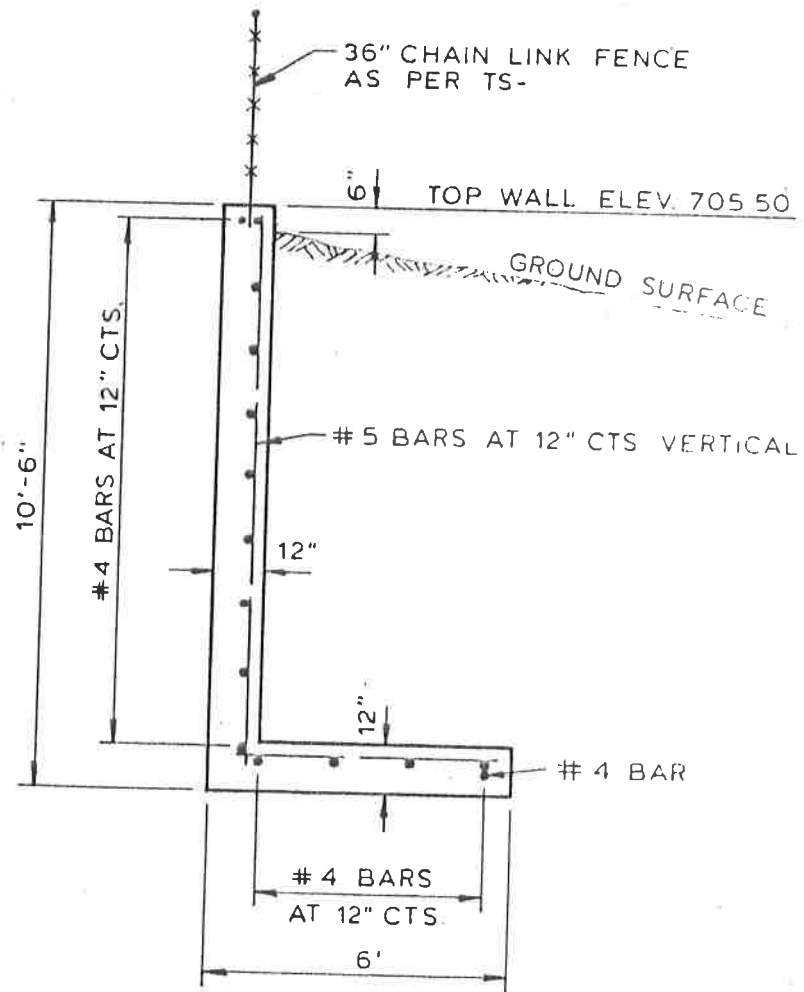
Wayne W. Silvey

EXHIBIT A





AREA INLET
DETAIL 2-3



RETAINING WALL
DETAIL 2-4

NOT IN CONTRACT

Exhibit C

AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT for temporary construction easement entered into this 11th day of August, 1986, by and between MARK MILAM STEVENSON and CLYDIA JOYCE STEVENSON, husband and wife

Parties of the First Part, and the City of Columbia, Missouri, a municipal corporation, Party of the Second Part.

WITNESSETH:

That the Parties of the First Part, in consideration of the sum of Ten Dollars, 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 Party of the Second Part, a temporary easement and right-of-way to be in effect during the time of construction of the ^{parking lot} paving project on Lot 182 for the following purposes, namely: the right to enter upon, grade and operate 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:

The North 102 feet of the West 34 feet of Lot 182 of the Original Town, now City of Columbia, Boone County, Missouri, as recorded in Book A, Page 335 of the Boone County, Missouri Records.

TO HAVE AND TO HOLD said temporary easement and right-of-way unto the party of the Second Part and to its successors and assigns during the period of construction herein referred to. Said easement and right-of-way to forever cease upon completion of said construction.

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

Mark Milam Stevenson
Mark Milam Stevenson

Clydia Joyce Stevenson
Clydia Joyce Stevenson

LIABILITY SCHEDULE

Policy No. G07 05 44

ADVANCE PREMIUMS		RATES		Premium Bases	Code Nos.	Description of Hazards
Bodily Injury	Property Damage	Bodily Injury	Property Damage			
\$295.	\$5.00	1.638	.025	a) 18,000	59993	Warehouses - private (mercantile) buildings or premises used exclusively for storing merchandise of insured where no sales operations are conducted and which are entirely separated from insureds stores or other sales places. LOCATION: 320 East Broadway, Columbia, MO.
\$155.	\$2.00	2.153	.026	a) 7,200	65198	Buildings or Premises - bank, mercantile, manufacturing or office - not occupied by the insured (Lessor's risk only) LOCATION: 25 South Fourt Street, Columbia, MO.
					65150	Vacant Land - excluding Real Estate Development Property LOCATIONS: 1) 400 Alexander Avenue 2) 703 Faye Street 3) 800 N. Fourth 4) 804 N. Fourth 5) 802 N. Fourth ALL IN COLUMBIA, BOONE COUNTY, MO.
\$27.00	\$2.00	.088	.006	b) 70' b) 42' b) 65' b) 65' b) 65'		

MIN. PREM.

B.I. - \$44.00

P.D. - \$25.00