

Agreement between City of Columbia, Ken Jacob and Nancy Sublette

This agreement made by and between the City of Columbia, Missouri ("the City"), and Ken Jacob and Nancy Sublette ("the Owners") is entered into on the date of the last signatory noted below ("the Effective Date").

Whereas, the City intends to establish an underground utility corridor along St. Charles Road in Columbia, including through a portion of the property owned by the Owners at 4810 St. Charles Road ("the Property").

Whereas, in order to facilitate the development of the utility corridor, the City is seeking an easement along St. Charles Road through a portion of the Property.

Whereas, the Owners have agreed to grant that easement.

Whereas, Ken Jacob has represented that he has power of attorney to enter into this agreement on behalf of Nancy Sublette as indicated in the power of attorney attached hereto as Exhibit A.

Therefore, the parties agree as follows:

1. The Owners agree that they will grant an easement over a strip of land, ten (10) feet wide, located in the southwest quarter of Section 10 T48N R12W, in Columbia, Boone County, Missouri, being part of Tract "A" as described by a survey recorded in Book 350, Page 295, of the Boone County, Missouri records ("the property"), and further described as follows:

Starting at the northeast corner of Tract "A" described by a survey recorded in book 350 page 295, thence S 1° 21' 10" E, along the easterly line thereof, 14.03 feet to the point of beginning.

From the point of beginning, thence S 1° 21' 10" E, along the easterly line of the tract described by a survey recorded in book 350 page 295, a distance of 10.92 feet; thence leaving said line, S 64° 58' 40" W 319.05 feet to the westerly line of the tract described by a survey recorded in book 350 page 295; thence N 13° 55' 10" W, along said line, 10.19 feet to a point being S 13° 55' 10" E 12.25 feet from the northwest corner of said tract; thence leaving the westerly line of said tract, N 64° 58' 40" E 321.47 feet to the point of beginning and containing 3203 square feet or 0.07 acre.

In order to convey that easement, the Owners agree to execute and return to the City the attached Exhibit B, titled Grant of Easement for Utility Purposes.

2. After receiving the executed easement, the City will take the following actions to mitigate any impact that the easement may have on the Property.
 - a. The City will construct a driveway along the eastern side of the property at the approximate location indicated in Exhibit C. The driveway will be approximately twelve (12) feet wide and eighty-two feet long with the driveway flaring to fourteen feet wide at the road. For construction, the City will remove the topsoil down to an 8" depth and haul it away, then bring in a 6" base of compacted rock, and then pave with 3" of blacktop/asphalt. The City will make reasonable efforts to minimize tree damage in the construction of the driveway.
 - b. The City will purchase and install two gates of a type pictured in Exhibit D. One gate will be over the existing driveway. The other gate will be across the new driveway. Both gates will be set back far enough to park a vehicle in front of the gates and will be wide enough for large vehicles to enter the property.
 - c. The City will purchase and plant up to thirty (30) red cedar trees along the front of the property to enhance the screening, to be planted at a location

directed by Owner Ken Jacob. The City will replace trees that fail to survive for three years from initial planting;

- d. The City will remove four dead trees on the Property and the dead trees will be reduced to firewood or disposed as directed by Ken Jacob;
- e. The City will reseed all areas disturbed by the City's work on the property with appropriate perennial grass seed.
- f. The City will pay the Owners jointly the sum of eight hundred and seventeen dollars (\$817.00) for the value of the easement.
- g. The City will pay the Owners jointly the sum of Two Hundred Fifty One Dollars (\$251.00) for attorney fees incurred by Owners as a result of Owners' discussions with the City involving the development of the underground utility corridor, as evidenced by Exhibit E, attached hereto.

3. The City will provide the Owners, through Ken Jacob, with a schedule for the work on the property. It is understood that the work is weather dependent and may be rescheduled. If rescheduled, the City will provide Owners, through Ken Jacob, at least twenty-four hours' notice prior to entry on the Property.

4. No provision of this agreement is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under this agreement.

5. In no event shall the language of this agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

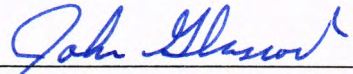
6. This agreement includes the following exhibits, which are incorporated herein by reference.

Exhibit	Description
A	Power of Attorney
B	Grant of Easement for Utility Purposes
C	Diagram of Approximate Driveway Location
D	Gate Illustration

In the event of a conflict between the terms of any exhibit and the terms of this agreement, the terms of this agreement control.

[SIGNATURE PAGE FOLLOWS]

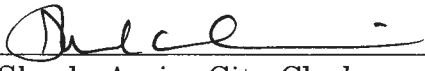
City of Columbia, Missouri

By: 
John Glascock, City Manager
Interim

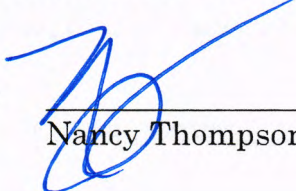
Date August 1, 2019

Date: _____

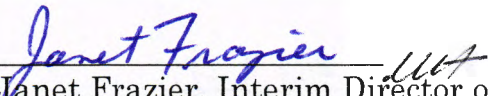
ATTEST:

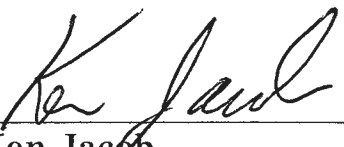
By: 
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: 
Nancy Thompson, City Counselor/JKM *JKM*

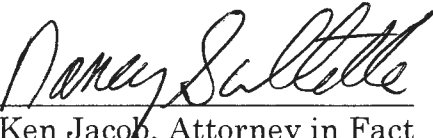
I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, that is, account 37688360 604990 E0205 and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

 *1104*
Janet Frazier, Interim Director of Finance


Ken Jacob

July 22, 2019
Date

Nancy Sublette

By: 
Ken Jacob, Attorney in Fact

July 22, 2019
Date

Power of Attorney

I, Nancy Sublette appoint Ken Jacob, 4810 St. Charles Road, Columbia Missouri, 65201, as my agent (attorney-in-fact) to act for me in any lawful way with respect to the following initialed subjects:

NS
(Initial here)

Real property transactions designated below.

Exhibit A

SPECIAL INSTRUCTIONS:

This authority is limited to signing on my behalf all documents needed to:

- Enter an agreement with the City of Columbia, Missouri, for establishing the terms for the granting of a utility easement on the property known as 4810 St. Charles Road, Columbia Missouri, 65201; and
- Execute and grant the utility easement to the City of Columbia on the property known as 4810 St. Charles Road, Columbia Missouri, 65201.

This power of attorney will continue to be effective even though I become incapacitated.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

[SIGNATURE AND NOTARY ACKNOWLEDGEMENT ON FOLLOWING PAGE]

Signed this 8 day of July, 2019.

Nancy Sublette
Nancy Sublette

State of California, County of San Diego.

BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, THE AGENT ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of California
County of _____

On this _____ day of _____, 20____, before me personally came Nancy Sublette, to me known to be the individual described in and who executed the foregoing power of attorney, and acknowledged that she executed the same as her free and voluntary act and deed.

See Attached

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

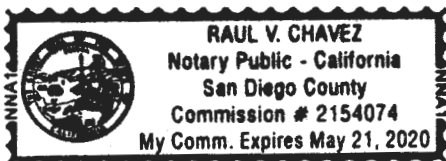
State of California

County of San Diego }

On 7.8.19 before me, Raul V. Chavez Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Nancy Sublette
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Raul V. Chavez

Place Notary Seal and/or Stamp Above

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Power of Attorney

Document Date: 7.8.19 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

GRANT OF EASEMENT FOR UNDERGROUND UTILITY PURPOSES

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE made and entered into this 22 day of July, 2019 by and between **Ken Jacob and Nancy Sublette**, husband and wife, whose mailing address is 1778 Ala Mona Boulevard, Honolulu, Hawaii, 96815, hereinafter referred to as the Grantor, in consideration of the sum of Eight Hundred and Seventeen Dollars (\$ 817.00) and other good and valuable consideration to it in hand paid by the City of Columbia, Missouri, Grantee, a municipal corporation, whose address is P.O. Box 6015, Columbia, MO 65205, the receipt of which is hereby acknowledged, does hereby grant unto said City, its successors and assigns, an easement for the right, privilege, and authority to construct, operate, replace, repair, and maintain underground electric, telephone, cable tv and fiber optic lines in conduits, with the associated below grade manholes and handholes, (no above grade padmounted or pedestal mounted equipment), under and across the following described real estate, commonly known as 4810 E. St. Charles Road, in Columbia, situated within the County of Boone, State of Missouri, to-wit:

Commented [JKM1]: Fill in in front of the notary.

See attached Exhibit 'A', Sheet 1 of 2 and Sheet 2 of 2.

Commented [JKM2]: Attach Easement Exhibit A to this document before executing.

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 for the purpose of exercising any of the rights herein granted, and includes, also, the right to trim, cut, clear, or remove, at any time from said easement trees, brush, and any and all obstructions of whatsoever kind or character which, in the judgment of said City, may endanger the safety of or interfere with the operation and maintenance of said city's facilities, together with the right of ingress and egress to and from the herein described easement from the public street right of way of St. Charles Road, coming across the adjoining land of the Grantor that lies to the north of the easement, limited to the purposes herein stated. The Grantor agrees that it will not erect any building or structure on the herein described easement or permit any hazard or obstructions of any kind on said easement which, in the judgment of the City, shall interfere with the construction, placement, operation, and maintenance of the City's facilities. The City agrees to restore all surfaces that have been disturbed by its construction work, and that this work to restore the easement area shall be done to the satisfaction of the Grantor. The City agrees that its construction and maintenance work shall be planned and executed so as not to inconvenience the Grantor.

The Grantor covenants that, subject to liens and encumbrances of record at the date of this easement, it is the owner of the above-described land, and has the right and authority to make and execute this Grant of Easement.

Exhibit B

IN WITNESS WHEREOF, the Grantor has hereunto set its hand this

22 day of July

Commented [JKM3]: Fill in in front of the notary.

By:

Ken Jacob

Commented [JKM4]: Sign in front of the notary.

Nancy Sublette

Commented [JKM5]: Sign the name "Nancy Sublette" in front of the Notary.

By: Ken Jacob,

Her attorney-in-fact, appointed pursuant to Power of Attorney dated July 8, 2019, and recorded on _____, 2019, in the Office of the Boone County, Missouri, Recorder of Deeds, at Book _____, Page _____, as Document _____

Commented [JKM6]: Do not fill in. This will be completed after the power of attorney is filed with the recorder of deeds.

STATE OF Hawaii)
COUNTY OF Honolulu)ss.

On this 22 day of July, 2019, before me, a Notary Public in and for said state, personally appeared Ken Jacob, to me known to be the persons described in and who executed the foregoing document, both for himself and as Attorney-in-Fact for Nancy Sublette, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at my office in Honolulu County, State of Hawaii, the day and year first above written.

Notary Public

STACEY PAK

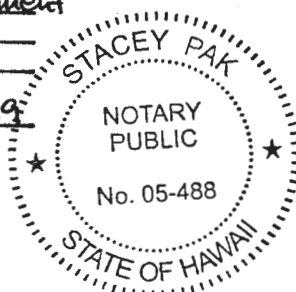
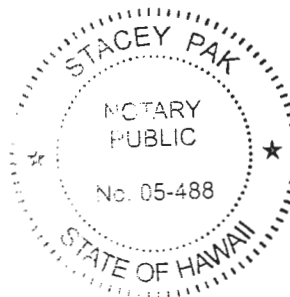
My commission expires: July 19, 2023

Commented [JKM7]: To be completed by the Notary.

Doc. Date: 07/22/2019 # Pages: 2
Stacey Pak First Circuit
Doc. Description Grant of Easement
for underground utility
purposes

Notary Signature Date 07/22/2019

NOTARY CERTIFICATION



Utility Easement - Ken Jacob and Nancy Sublette – 4810 East St. Charles Road (deed in book 514 page 417)

A strip of land, ten (10) feet wide, located in the southwest quarter of Section 10 T48N R12W, in Columbia, Boone County, Missouri, being part of Tract "A" described by a survey recorded in book 350 page 295 and further described as follows:

Starting at the northeast corner of Tract "A" described by a survey recorded in book 350 page 295, thence S 1°21'10"E, along the easterly line thereof, 14.03 feet to the point of beginning.

From the point of beginning, thence S 1°21'10"E, along the easterly line of the tract described by a survey recorded in book 350 page 295, a distance of 10.92 feet; thence leaving said line, S 64°58'40"W 319.05 feet to the westerly line of the tract described by a survey recorded in book 350 page 295; thence N 13°55'10"W, along said line, 10.19 feet to a point being S 13°55'10"E 12.25 feet from the northwest corner of said tract; thence leaving the westerly line of said tract, N 64°58'40"E 321.47 feet to the point of beginning and containing 3203 square feet or 0.07 acre.



Timothy J. Reed
6/12/18

TIMOTHY J. REED
PROFESSIONAL LAND SURVEYOR
LS-2089

EXHIBIT "A"
SHEET 1 OF 2

Engineering Surveys and Services
1113 Fay Street Columbia, Missouri 65201
573-449-2646 - www.ESS-Inc.com
Missouri Land Surveying Corporation #2004004672

13854

SCALE: 1" = 60'

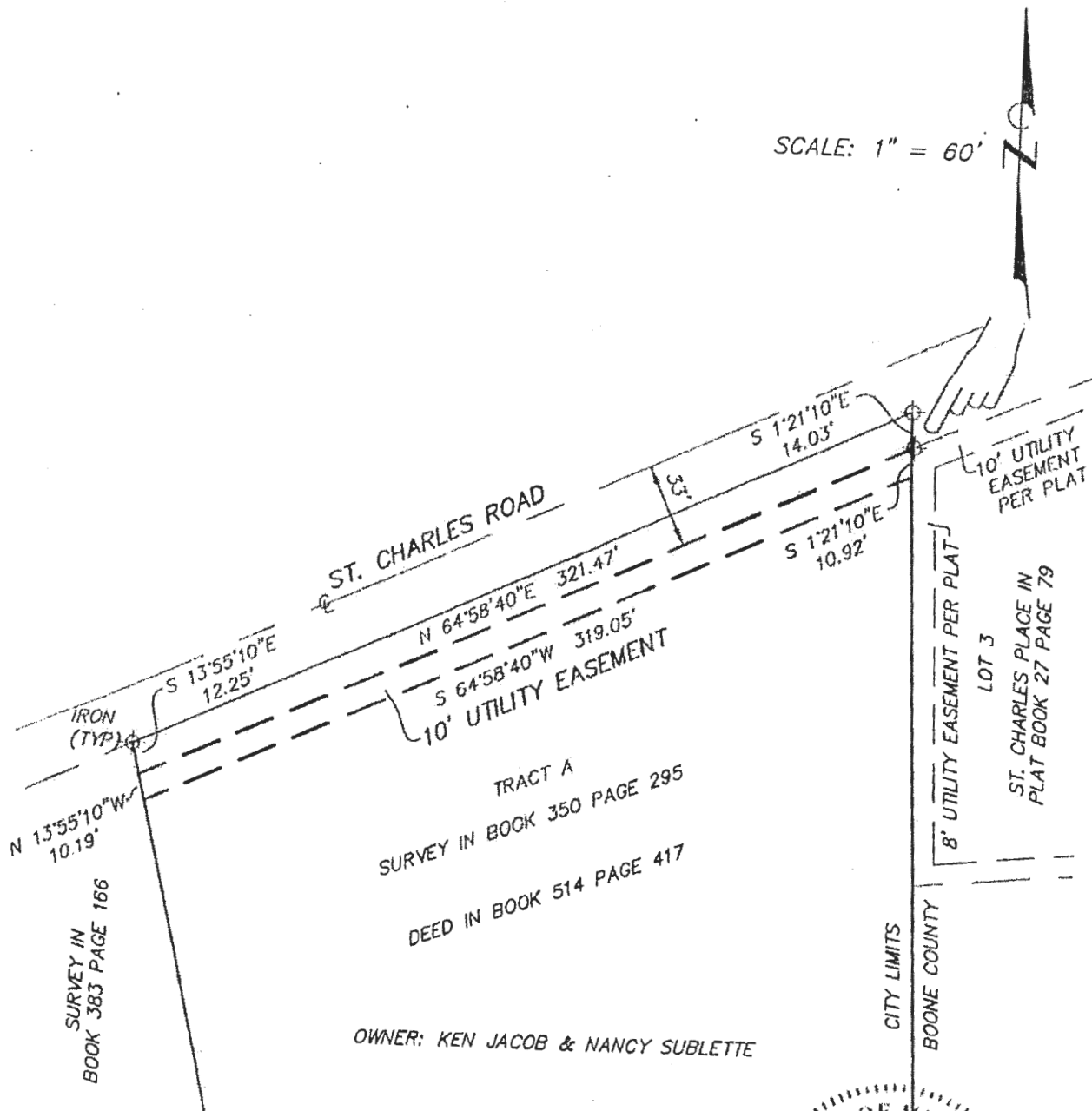
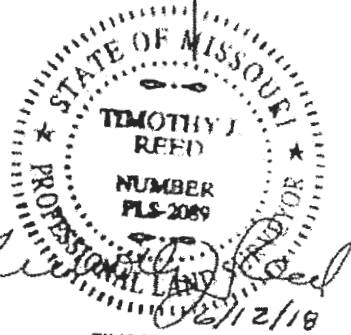


EXHIBIT "A"
SHEET 2 OF 2

Engineering Surveys & Services

1113 Fay Street, Columbia, Missouri 65201
573 - 449 - 2646 - www.ESS-Inc.com
Missouri Land Surveying Corporation # 2004004672



TIMOTHY J. REED
PROFESSIONAL LAND SURVEYOR
LS-2089

13854



Exhibit C



Exhibit D