

TRAIL LICENSE AGREEMENT

THIS TRAIL LICENSE AGREEMENT (hereinafter "Agreement") is made and entered into as of the last date executed by a party hereto as indicated below (hereinafter "Effective Date"), by and between the Missouri Department of Conservation, an agency of the State of Missouri, being authorized by and operating under the provisions of the Constitution of Missouri, Article IV, §§ 40-46, and Chapters 252 and 254, RSMo, Grantor, and **CITY OF COLUMBIA**, a constitutional charter city and political subdivision of the State of Missouri, Grantee.

WITNESSETH:

WHEREAS, Grantor is the lessor of certain tracts of land consisting of a total acreage of approximately 18.5 acres located in the City of Columbia at 3500 E Gans Rd, Columbia, Missouri 65201, said tracts being depicted and described in **Exhibit A** (hereinafter referred to as the "Premises"); and

WHEREAS, the mission of Grantor is to protect and manage the fish, forest, and wildlife resources of the state; and to facilitate and provide opportunity for all citizens to use, enjoy, and learn about these resources; and

WHEREAS, Grantee, through its Parks & Recreation Department, seeks to expand public access to recreational lands for use and enjoyment in a manner consistent with the mission of Grantor by improving and interconnecting access between the Premises and adjoining tracts of land devoted to recreational use that are held by Grantee; and

WHEREAS, Grantor is willing to grant such access rights to Grantee, for the benefit of the public, in order to improve public use and enjoyment of natural resources;

WHEREAS, Grantor and Grantee wish to enter an agreement specifying the terms and conditions under which Grantee may use the Premises.

NOW, THEREFORE, in consideration of the recitals hereinabove and the mutual promises and obligations hereinafter stated, the parties agree as follows:

ARTICLE I

Term of Agreement

1.1 **Term.** This Agreement shall commence on the Effective Date and continue for an initial period of thirty (30) years. This Agreement shall automatically renew for two (2) additional fifteen-year extensions. The Agreement may be terminated by either party at the expiration of the initial or any renewal term by either party giving to the other party notice at least sixty (60) days in advance of their intention not to renew this Agreement, or as otherwise provided herein. In the event of either party terminating the Agreement, said party shall be responsible for communicating the decisions and any associated trail closures with the public within the sixty (60) day notice timeframe.

ARTICLE II

General Provisions

2.1 **Trail Design and Cultural Resource Clearance.** Grantee shall submit to Grantor's designated staff for review, comment and advance written approval all trail design plans. Grantee shall be responsible for seeking and obtaining Cultural Resource Survey and Clearance pursuant to Section 106 of the National Historic Preservation Act (P.L. 89-665) and Advisory Council on Historic Preservation's Regulation 36 CFR Part 800.

2.2 **Trail Construction.** Grantee and its agents shall have the non-exclusive right to use the Premises to construct, maintain, relocate, reconstruct, and remove trails that meet the criteria set forth in this Agreement.

2.3 **Trail Criteria.** Any trail constructed pursuant to this Agreement shall meet the following criteria.

(a) constructed with natural surfaces—dirt trails are preferable, limited use of gravel/chat trails is acceptable, and asphalt or concrete pavement is prohibited;

(b) generally single-track in width and designed for use by pedestrians and bicycles but also suitable for occasional use by utility vehicles for maintenance purposes;

(c) wider portions of trail in limited areas are acceptable; and

(d) placed only in areas where stable trail surfaces can be maintained, and in a manner that minimizes impact on the trees and other natural features of the Premises.

2.4 Public Use of Trails. Grantee and the public shall have the right to enter onto and use the Premises, including the trails to be constructed by Grantee pursuant to this Agreement, for pedestrian and bicycle related recreational purposes.

2.5 Costs. Grantee shall pay all costs, including for labor and material, expended in furtherance of this Agreement.

2.6 Trail Maintenance and Signage. Grantee and its agents shall be responsible for all trail maintenance associated with trails constructed under this Agreement. Grantee shall be responsible for posting agreed upon signage stipulating trail maintenance is the responsibility of the Grantee.

2.7 Ownership. The parties agree that all improvements installed within the Premises, whether pre-existing or installed pursuant to this Agreement, shall be the property of the Grantor.

2.8 Use of Land by Grantor. Grantor may, from time to time, enter upon any portion of the Premises for Grantor's purposes, provided that Grantor shall use reasonable care to avoid damaging any trails on the Premises constructed by Grantee.

ARTICLE III

Consideration

3.1 Consideration. The consideration for use of the Premises shall be the labor and expense of constructing and maintaining the public trails therein in the manner set forth in this Agreement.

ARTICLE IV

Miscellaneous

4.1 Jurisdiction and Regulations; Enforcement. Grantor shall retain its full jurisdiction and authority to issue and enforce rules and regulations governing the Premises. Grantee may also apply and enforce its ordinances and park rules within

the Premises, but to the extent that such ordinances and rules do not conflict with the rules and regulations applied by Grantor.

4.2 **Constructing Structures Prohibited.** Grantee shall not erect any structures, temporary buildings, or other permanent physical improvements within the Premises without the advance written consent of Grantor.

4.4 **Sublease Prohibited.** This Agreement is non-transferable and non-assignable. Grantee shall not assign its rights to or otherwise encumber any part of the Premises without the prior written consent of the Grantor.

4.5 **Notices.** Any notices required or permitted to be given hereunder shall be deemed to have been properly given if sent by United States certified or registered mail, return receipt requested and postage prepaid, by completed electronic transmission, by commercial overnight delivery service, or by hand delivery, as follows:

If to Grantor: Regional Administrator-Central Region
Missouri Department of Conservation
3500 E Gans Road
Columbia, MO 65201

If to Grantee: Parks & Recreation Director
City of Columbia Parks and Recreation Department
1 S 7th Street
Columbia, MO 65201

or to such other persons or addresses as the parties may hereafter direct by written notice. Notices, except those hand delivered or sent by electronic transmission, shall be deemed delivered three (3) days after being deposited with the United States Postal Service. Notices sent by electronic transmission or hand delivery shall be deemed delivered upon actual delivery to the person noted above.

4.6 **Amendment.** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification, or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

4.7 Governing Law and Venue. This contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Cole County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

4.8 Nature of Grantee's Obligations. All obligations of the Grantee under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

4.9 No Waiver of Immunities. 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 regarding each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

4.10 This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

4.11 Contract Documents. This Agreement includes the following exhibits, which are incorporated herein by reference:

<u>Exhibit</u>	<u>Description</u>
A	Lease and Memorandum of Understanding Between the City of Columbia, Missouri, and the Missouri Department of Conservation
B	Gans Creek Trail Development Map

In the event of a conflict between the terms of an exhibit and the terms of this

Agreement, the terms of this Agreement controls.

ARTICLE V

Termination

5.1 **Termination for Cause.** If Grantor reasonably determines that Grantee is in breach of any term of this Agreement, Grantor shall send written notice of such breach to Grantee. If Grantee fails to cure such breach within sixty (60) days of receipt of such notice, then Grantor may immediately terminate this Agreement by sending Grantee written notice of such termination.

5.2 **Discretionary Termination.** In addition, Grantor may in its sole discretion terminate this Agreement by providing Grantee with a written notice of such termination at least one hundred eighty (180) days in advance of its effective date.

IN WITNESSETH WHEREOF, the parties have signed this Agreement on the date last written below.

MISSOURI DEPARTMENT OF CONSERVATION

By: _____
Jason Sumners
Director

Date: _____

Approved as to form:

Deputy General Counsel

CITY OF COLUMBIA, MISSOURI



By: _____

De'Carlton Seewood
City Manager

Date: _____

Attest:

Sheela Amin, City Clerk

Approved as to form:

Nancy Thompson, City Counselor/rw

Exhibit A

Introduced by Hindman

First Reading 1-5-09

Second Reading 1-20-09

Ordinance No. 020177

Council Bill No. B 16-09 A

020177

Permanent Record
Filed in Clerk's Office

AN ORDINANCE

authorizing the City Manager to execute a lease and memorandum of understanding with the Missouri Department of Conservation relating to the lease of property in the Gans Creek Recreation Area and the H.J. Waters and C.B. Moss Memorial Wildlife Area; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a lease and memorandum of understanding with the Missouri Department of Conservation relating to the lease of property in the Gans Creek Recreation Area and the H.J. Waters and C.B. Moss Memorial Wildlife Area. The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 20th day of January, 2009.

ATTEST:

[Signature]
City Clerk

[Signature]
Mayor and Presiding Officer

APPROVED AS TO FORM:

[Signature]
City Counselor

**LEASE AND MEMORANDUM OF UNDERSTANDING
BETWEEN the City of Columbia, MISSOURI
AND
MISSOURI DEPARTMENT OF CONSERVATION**

THIS LEASE AND MEMORANDUM OF UNDERSTANDING ("Lease") is made as of this 29th day of January, 2009, between the City of Columbia, Missouri, a constitutional charter City and political subdivision of the State of Missouri ("City") and Missouri Department of Conservation, an authorized Departmental agency of the State of Missouri ("MDC"), each individually a "Party" to this Lease and collectively "the Parties" hereto.

WHEREAS, City and MDC desire to establish and maintain their historic close working relationship; and,

WHEREAS, there is a need for increased public outdoor recreation opportunities and facilities in the City of Columbia; and

WHEREAS, there is a need for public use facilities which provide information and education regarding urban soil, water and natural resource conservation opportunities; and

WHEREAS, the Parties desire to work together to develop additional public recreation and community conservation facilities in Columbia, Missouri; and

WHEREAS, the City owns certain land located within its boundaries known as Gans Creek Recreation Area, operated by its Department of Parks and Recreation as a recreational area for use by the general public; and

WHEREAS, MDC owns certain land located with the boundaries of the City of Columbia known as the H.J. Waters and C. B. Moss Memorial Wildlife Area; and

WHEREAS it is the desire of the MDC to increase efficiency and reduce resource consumption of its local facilities by constructing and operating a Regional Office facility which will serve as a community conservation center for use by the general public for the purposes of urban conservation education and demonstration and by MDC staff for the purposes of natural resources administrative and research, and;

WHEREAS, the City and MDC desire to enter into a Lease and Memorandum of Understanding whereby MDC will use a portion of Gans Creek Recreation Area as a Regional Office facility and the City of Columbia will use the H.J. Waters and C. B Moss Memorial Wildlife Area to provide public recreational facilities and opportunities in accordance with the terms hereinafter set out.

NOW, THEREFORE, in consideration of the promises, covenants and other agreements herein made, and the payment of One Dollar (\$1.00) and other good and valuable considerations the receipt of which is hereby acknowledged by the City, the Parties agree as follows:

1. Leases

1.1 The City does hereby demise and lease to the MDC for use in accordance with the terms hereinafter set out certain real property located in Gans Creek Recreation Area, Columbia, Missouri ("the MDC-Leased Premises"), comprising approximately 18.5 acres (17.24 acres free of easements and rights-of-way), more particularly described in the document attached hereto as Exhibit A.

1.2 MDC shall use the MDC-Leased Premises for the purpose of developing, constructing, and operating, at its own expense, a Regional Office facility (the "Facility") which will include office and laboratory space for Central Regional and Resource Science staff and public use facilities which provide education, information and demonstrations regarding the conservation of soil, water and natural resources in the urban setting. Upon mutual agreement between City and MDC, office facilities for a city-funded naturalist/urban conservationist shall be provided in the Facility. The operations and management of the Facility will be the responsibility of MDC, which shall establish limitations for its use and availability, all in accordance with this Lease and MDC policies.

1.3 Whenever practicable and as permitted by law, the Parties intend to cause their efforts and methods to be compatible and complementary, in furtherance of the purposes of this Lease.

1.4 Site planning for the Facility and exact locations of all structures shall be as mutually agreed upon by the Parties.

1.5 MDC will construct the Facility in compliance with the Codes and Standards listed in 1 CSR 30-3.030(4)(D) and with all processes that would be applicable were MDC constructing a facility on MDC-owned land within the boundaries of City. MDC will not be subject to formal review, permit, or inspection processes of City. MDC will comply with its Land Disturbance Permit. MDC will meet the requirements of City's Stormwater Management and Water Quality Manual. MDC shall not be required to obtain a permit under Section 12A-93 of the City Code and shall not be required to post a performance bond or other performance security. A certificate of

occupancy shall not be required for the Facility. MDC shall not be required to create a formal maintenance covenant under Section 12A-95. All features will be built in accordance with plans and specifications prepared by MDC with assistance of City as needed. MDC and the City agree to share access roads and ingress/egress easements and parking areas as may be required for access to both Parties' facilities in Gans Creek Recreation Area. The Future Gans Road, a portion of Gans Road and a portion of Olds Gans Road are currently platted as a Minor Arterial Road, with a right-of-way of 100 feet and an additional 10 feet of utility easement. If, in time, the City finds it necessary to expand Gans Road equally in both directions from the centerline, it may at its own expense expand the right-of-way, utility easements and construction easements as indicated on the Display Model, attached as Exhibit D. Gans Creek Road is currently platted as a neighborhood Collector with a right-of-way of 60 feet, and an additional 10 feet of utility easement. If, in time, the City finds it necessary to expand Gans Creek Road equally in both directions from the centerline, it may at its own expense expand the right-of-way, utility easements and construction easements as indicated on the Display Model, attached as Exhibit D.

1.6 The City shall have access to the public use and classroom areas of the MDC-Leased Premises to host and sponsor meetings, seminars, classes and other public events relating to the conservation of natural resources in the urban setting. Scheduling and locations of such events will be reviewed by the MDC Site Administrator and the City representative so designated by the City Manager. Events which involve use of the Facility will require MDC personnel to operate the Facility. Should MDC incur expenses for overtime or hourly labor to accommodate the City's events, the City

will reimburse MDC for the reasonable and necessary expenses to adequately staff the Facility. Events that do not involve opening the Facility or making the Facility available for city-sponsored events outside normal business hours, will not require the presence of MDC personnel.

1.7 The MDC does hereby demise and lease to the City, for use in accordance with the terms hereinafter set out, certain real property located in Columbia, Missouri, known as the H.J. Waters and C. B. Moss Memorial Wildlife area, more particularly described on the document attached hereto as Exhibit B. Within that leased property is designated a smaller parcel, to be known as the City-Controlled Zone, more particularly identified on the document attached hereto as Appendix 1 to Exhibit C.

1.8 The operations and management of the City-Leased Premises and facilities will be the responsibility of the City, which shall establish limitations for its use and availability, all in accordance with this Lease and policies mutually agreed upon by City and MDC. Those policies will include a prohibition on the use of any property owned or leased by MDC for any activity or event that involves the sale of alcohol on the premises. The policies will also allow for archery hunting on the City-Leased Premises, in compliance with the Missouri Wildlife Code.

1.9 City will develop a master park plan for the City-Leased Premises. As part of the City's master park plan for the site, the City-Controlled Zone may be used for providing employee work space, equipment and material storage and repair areas and for providing public recreational opportunities and facilities. The portion of the City-Leased Premises outside the City-Controlled Zone shall be used for public recreational opportunities and facilities, and shall be managed in keeping with intent of the original

donation to MDC and according to the "Cooperative Management Agreement" attached hereto as Exhibit C. MDC staff input shall be included during the master plan development and any modifications thereto.

1.10 Signage for MDC-Leased Premises shall contain the phrase "...In cooperation with Columbia Parks and Recreation". Signage for City-Leased Premises shall contain the phrase "...In Cooperation with Missouri Department of Conservation", and the name "H.J. Waters and C.B. Moss Memorial Wildlife Nature Area".

2. Relationship of the Parties

2.1 No Party shall be authorized to assume or create any obligations on behalf of the other Party without the other Party's prior written agreement.

2.2 Neither Party will reference or use the other Party's name, logo, or trademark in marketing or other literature without the prior written approval of the other Party.

3. Management Committee and Notifications

3.1 Responsibility for the administration of this Lease lies with the Parties, but facilitation and direction of the efforts of the Parties under this Lease shall be coordinated by one representative from each Party, who shall serve as that Party's primary point of contact for the other Party.

3.2 The City's designee is the Director, Columbia Parks and Recreation, or a representative appointed by the Director.

3.3 The MDC's designee is the Site Administrator or a representative appointed by the Site Administrator.

3.4 Official Notifications may be sent to each Party at the following addresses:

Columbia Parks and Recreation
1 South Seventh Street
Columbia, MO 65201

Missouri Department of Conservation
P.O. Box 180
Jefferson City, MO 65102-0180

A party may change the primary point of contact or address to which notice is to be given by giving notice of such change to the other party.

4. Responsibilities of Columbia, Missouri

4.1 The City represents that it has good title to the MDC-Leased Premises and will warrant and defend same against all claims as necessary to make the property available for the Parties' intended use hereunder.

4.2 The City will maintain all grounds and facilities within the City-Leased Premises.

4.3 City may, upon written mutual agreement, and at City's expense, add to or construct additional edifices and/or facilities upon the City-Leased Premises for the purposes stated herein (section 1.7).

5. Responsibilities of the Missouri Department of Conservation

5.1 MDC represents that it has good title to the City-Leased Premises and will warrant and defend same against all claims as necessary to make the property available for the Parties' intended use hereunder.

5.2 MDC will, at its own cost, design and construct on MDC-Leased Premises a Regional Office in accordance with its designs and as described above (Section 1.5) and will not charge City for these improvements to premises so long as MDC shall occupy the facility for at least 99 years. The Parties contemplate that there may be additional improvements by MDC or cooperatively by both Parties within the MDC-Leased Premises, including but not limited to outdoor rain gardens, butterfly gardens,

hiking trails, soil and water "best management practices" or other outdoor gathering facilities. MDC and City will cooperatively design and maintain such facilities pursuant to a written agreement.

5.3 MDC shall be responsible for maintenance of the grounds of the 18.5 acre (17.24 acres free of easements and rights-of-way) Regional Office site. If requested and upon mutual agreement, City will assist with landscape planning, design and maintenance.

5.4 MDC will install or make arrangements for the installation of all necessary utilities on the MDC-Leased Premises, at its own expense. The City agrees to execute any right-of-way easements, or other legal consent required to effectuate installation of such utilities. The City will have the option of connecting to these utilities for service to City property adjacent to the MDC-Leased Premises but shall have such service separately metered and billed to the City.

5.5 MDC will, at its own cost, provide maintenance of buildings, features and all equipment connected therewith, and mowing within the immediate curtilage area surrounding the Facility. Grounds maintenance and vegetative management of remaining property on the MDC-Leased Premises shall be as mutually agreed upon by City and MDC staff, pursuant to a written agreement. MDC will erect its standard cantilever outdoor signs identifying the MDC-Leased Premises and Facility as an MDC built and operated facility, but also recognizing the participation of Columbia Parks and Recreation as stated in Section 1.10 above.

5.6 MDC will permit the City to use the public areas of the MDC-Leased Premises, as described in paragraph 1.6.

5.7 Upon opening of the Facility, MDC shall vacate and relinquish to the City, for the purposes described in this Lease, all facilities within the City-Leased Premises.

5.8 MDC's obligations under this paragraph are subject to availability of budgeted funds and appropriations which will reasonably permit construction and maintenance of the Facility described herein.

6. Term and Termination of Lease

6.1 This Lease shall be effective as of the date first set forth above upon the execution by all the Parties, and shall terminate ninety-nine (99) years from the effective date unless otherwise mutually agreed upon by the Parties.

6.2 Either Party may terminate this Lease upon six (6) months written notice to the other Party, subject to the provisions listed below.

6.3 Pursuant to the Whitestone Building Maintenance and Repair Cost Reference, and in keeping with the usual and customary practice in building maintenance and repair, the parties will presume a 50 year facility service life for facilities constructed under this Lease and Memorandum of Understanding.

6.4 If the City shall issue notice of termination of this Lease within the first fifty (50) years of its existence, then City shall reimburse MDC for its costs of construction of improvements on the MDC-Leased Premises on a pro-rata amortized basis for each of the remaining years of the then-current term of the Lease, with the amortization based on the 99-year term of the Lease. For example, if the City shall terminate the Lease at the end of the fifth year of the Lease, it shall reimburse MDC the total cost of improvements on the Leased Premises divided by 99 years, multiplied by 94 remaining years in the term of the Lease. If MDC shall issue notice

of termination of this Lease within the first fifty (50) years of its existence, then MDC shall reimburse City for its costs of construction of improvements on the City-Leased Premises on a pro-rata amortized basis for each of the remaining years of the then-current term of the Lease, with the amortization based on the 99-year term of the Lease. For example, if MDC shall terminate the Lease at the end of the fifth year of the Lease, it shall reimburse City the total cost of improvements on the City-Leased Premises divided by 99 years, multiplied by 94 remaining years in the term of the Lease. Lease termination of either of these leased premises by one party automatically terminates the lease of the other party's premises unless otherwise mutually agreed upon by both City and MDC.

6.5 If through no fault or cause of a Party, physical use of the property and facilities described herein shall become a practical or legal impossibility due to some unforeseen event, act of God, or order of a court of competent jurisdiction, then that Party may give notice of termination to the other Party as provided herein and reimbursement shall be by mutual agreement between both parties.

6.6 Upon termination of this Lease, each party shall be allowed to remove from the respective Leased Premises their furniture, supplies, equipment and other personal property, but no buildings or permanent improvements affixed thereto.

6.7 Termination of this Lease shall not terminate rights and obligations of the Parties which arose prior to such termination.

7. Integration and Modification

The agreement between the Parties consists of this Lease Agreement and the Cooperative Agreement attached as Exhibit C. This Lease may be amended only by a written instrument signed by each of the Parties.

8. Governing Law

This Lease shall be governed by and interpreted pursuant to the laws of Missouri.

9. Third Party Rights

Nothing in this Lease shall be construed to give any rights or benefits to any person/individual or entity other than the City and MDC.

10. Assignment

No Party may assign or delegate this Lease or any of its rights or obligations under this Lease without prior written consent of the other Party; provided, however, either Party upon written notice to the other Party may assign any obligations or rights under this Lease to any affiliate or subsidiary without the prior written consent of the other Party.

11. Dispute Resolution

11.1 In case of any dispute or disagreement concerning the construction or interpretation of the terms and conditions, or concerning the operation of, this Lease, including disputes regarded as such by only one of the Parties, the Parties shall negotiate in good faith for a period of sixty (60) days to resolve such dispute.

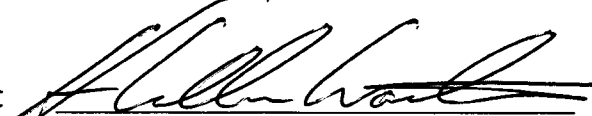
11.2 In the event legal action is required to settle any dispute, the Parties agree that venue shall lie in the Circuit Court of Cole County, Missouri.

12. Sovereign Immunity

Nothing herein shall be intended or interpreted as a waiver by either party of any immunities they may enjoy under law.

IN WITNESS WHEREOF, the Parties have signed this Lease.


CITY OF COLUMBIA, MISSOURI

By: 
H. William Watkins, City Manager

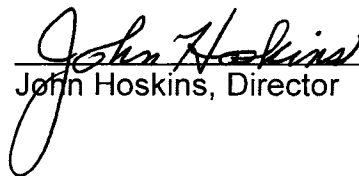

ATTEST:


Sheela Amin, City Clerk


APPROVED AS TO FORM:


Fred Boeckmann, City Counselor

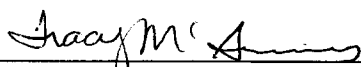
MISSOURI DEPARTMENT OF
CONSERVATION

By: 
John Hoskins, Director 

ATTEST:


Commission Secretary

APPROVED AS TO FORM:


Tracy McGinnis, General Counsel

**DESCRIPTION FOR MISSOURI DEPARTMENT OF CONSERVATION LEASE TRACT
GANS CREEK RECREATION AREA
JOB #08044.02**

DECEMBER 11, 2008

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 4 AND IN THE NORTHEAST QUARTER OF SECTION 5, BOTH IN TOWNSHIP 47 NORTH, RANGE 12 WEST, COLUMBIA, BOONE COUNTY, MISSOURI, BEING PART OF THE TRACTS DESCRIBED BY THE TRUSTEE'S DEEDS RECORDED IN BOOK 3214, PAGE 146 AND BOOK 3214, PAGE 147 OF THE BOONE COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

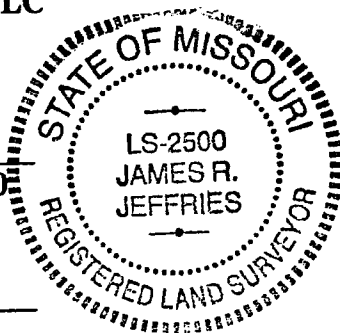
BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 4-47-12; THENCE WITH THE TOWNSHIP LINE, S88°42'45"E, 251.90 FEET TO THE NORTHWEST CORNER OF THE SURVEY RECORDED IN BOOK 1149, PAGE 343; THENCE LEAVING SAID TOWNSHIP LINE AND WITH THE WEST LINE OF SAID SURVEY, S13°13'50"E, 821.12 FEET TO THE SOUTHWEST CORNER THEREOF, SAID POINT BEING ON THE NORTHERLY LINE OF GANS CREEK SUBDIVISION BLOCK 3, RECORDED IN PLAT BOOK 13, PAGE 82; THENCE LEAVING THE WEST LINE OF SAID SURVEY AND WITH SAID NORTHERLY LINE, S55°02'25"W, 551.70 FEET; THENCE N89°32'25"W, 18.50 FEET TO THE LINE BETWEEN SAID SECTIONS 4 AND 5; THENCE LEAVING SAID NORTHERLY LINE AND SAID SECTION LINE, N44°33'50"W, 696.95 FEET; THENCE N0°20'00"E, 634.50 FEET TO THE NORTH LINE OF SAID SECTION 5-47-12; THENCE WITH SAID NORTH LINE, S88°53'05"E, 516.35 FEET TO THE POINT OF BEGINNING AND CONTAINING 18.54 ACRES.

ALLSTATE CONSULTANTS LLC

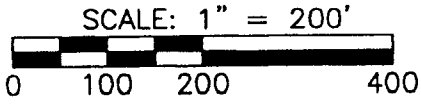
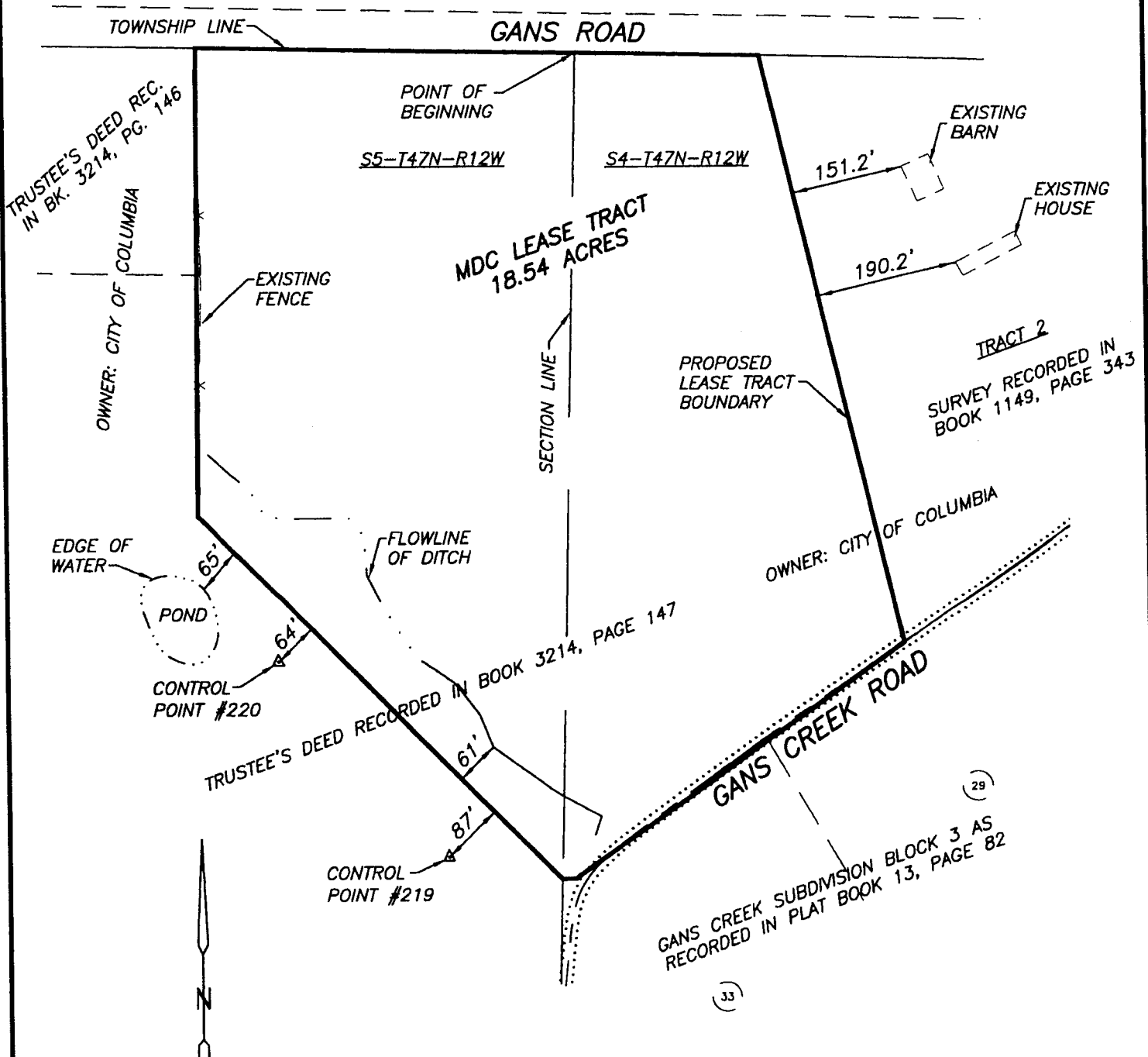
James R. Jeffries
JAMES R. JEFFRIES, PLS 2500

DEC. 11, 2008

DATE



DISPLAY FOR
MISSOURI DEPARTMENT OF CONSERVATION
 LEASE TRACT AT GANS CREEK RECREATION AREA
 COLUMBIA, BOONE COUNTY, MISSOURI
 DECEMBER 9, 2008
 REVISED: DECEMBER 11, 2008



PREPARED BY

ALLSTATE
CONSULTANTS
 3312 LEMONE INDUSTRIAL BLVD.
 COLUMBIA, MISSOURI 65201
 (573) 875-8799

A tract of land Seventy-one and Twenty-six Hundredths (71.26) acres, shown by Survey of Ronald D. Pamperl made for J. Sam Moss and recorded at Page 274, of Book 279, of the Survey Records of Boone County, Missouri, and more particularly described as follows: Beginning at Corner 5 (5) of Tract One (1) of Survey No. 7296 Boone County Survey Records, said corner being 1,344 feet south of the northeast corner of Section Nineteen (19), Township Forty-eight (48) North, Range Twelve (12) West and North 55 degrees 18 minutes East, 740 feet of Corner Thirteen (13) of Survey No. 7296, Tract Two (2); thence South 0 degrees 44 minutes West, 1,309 feet to the northeast corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section Nineteen (19), Township Forty-eight (48) North, Range Twelve (12) West; the point of beginning for this survey; thence west along the east and west subdivision line of said Section, 2,158.0 feet, set an iron on the easterly right-of-way line of U. S. Highway 63; thence South 4 degrees 04 minutes East along said right-of-way line, 238.8 feet to a point in the centerline of Grindstone Creek; thence with said Creek North 79 degrees 56 minutes West, 109.7 feet; thence South 15 degrees 19 minutes West, 99.0 feet to the centerline of the old abandoned Jefferson City Road; thence South 29 degrees 51 minutes East, 848.4 feet, to a concrete right-of-way marker on the easterly right-of-way line of U. S. Highway 63; thence along said easterly right-of-way line, 302.4 feet to another concrete right-of-way marker; thence South 44 degrees 44 minutes East, 488.9 feet, set an iron on the approximate north right-of-way line of the Old Jefferson City Road; thence North 1 degree 59 minutes East, 250 feet, set an iron on the north bank of Grindstone Creek; thence South 70 degrees 12 minutes East, 993.7 feet, set an iron on the north bank of the Grindstone Creek; thence South 72 degrees 47 minutes East, 381.4 feet, set an iron on the north bank of Grindstone Creek and on the east line of Section Nineteen (19), Township Forty-eight (48) North, Range Twelve (12) West; thence North 0 degrees 44 minutes East, 1,830.6 feet, to the point of beginning, containing 71.26 acres, more or less. Subject to roadway easement reserved in deed of J. Sam Moss and wife to H. J. Waters, Jr. dated September 6, 1956 and recorded in Book 287 at Page 167.

Twenty (20) acres in the Northeast Quarter of Section Nineteen (19), Township Forty-eight (48), Range Twelve (12), in Boone County, Missouri, more particularly described as follows: Beginning at the Southeast corner of the Northeast Quarter of said Section 19, thence West along the East and West Quarter of Section line of said Section 19 a distance of 885 feet to a point; thence North 00 degrees 44 minutes East 670 feet to a point; thence North 54 degrees 33 minutes East 1090 feet to a point described as iron #5 in Tract One (1) of county survey 7296; thence South along the East line of Section 19 a distance of 1309 feet to the point of beginning.

Subject to Highway Right-of-Way Easement granted to State Highway Commission described as follows:

All that part of Grantors' land in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 19, T 48 N, R 12 W, lying within widths as hereinafter designated on both sides of the following described centerline of highway now known as State Route 740, containing 1.74 acres of new right of way.

The centerline of said highway is described as follows:

Commencing at an iron pin at the SE corner of NE¼ of Sec. 19, T 48 N, R 12 W; thence N 55° 51' 30" E, 933.35 feet; thence N 4° 08' 30" W, 743.8 feet; thence N 20° 51' 30" W, 185.9 feet to centerline Station 310+00.18; thence S 73° 52' W, 1429.62 feet to Station 295+70.56.

Width of right of way on the left or northerly of the above described centerline is as follows:

A tract of land 110 feet in width from Station 300+00 to Station 303+00.

Width of right of way on the right or southerly of said centerline is as follows:

A tract of land increasing uniformly in width from 155 feet at Station 295+70.56 to 195 feet at Station 296+45; thence increasing uniformly in width to 230 feet at Station 298+00; thence decreasing uniformly in width to 140 feet at Station 301+00; thence decreasing uniformly in width to 130 feet at Station 305+00.

Also all abutters' rights of direct access between the highway now known as State Route 740 and Grantors abutting land in the SE¼ of the NE¼ of Sec. 19, T 48 N, R 12 W.

The land above described is shown by a copy of the plans for said highway on file with the Clerk of County Court of Boone County, Missouri.

All that part of the South Half (S½) of the Northeast Quarter (NE¼) of Section Nineteen (19), Township Forty-eight (48), Range Twelve (12) lying East of Business Highway 63 and South of County Survey 7697; EXCEPT a tract conveyed to Rennau H. Ross and wife by deed recorded in Book 346 page 235 and described by Survey recorded in Book 350 page 303; EXCEPT two (2) tracts conveyed to David L. Jones and wife by deeds recorded in Book 334 page 63 and Book 376 page 818 and described by Surveys recorded in Book 333 page 56 and Book 374 page 350 respectively all according to the Records in the Recorder of Deeds office, Boone County, Missouri.

A tract of land located in the Northeast Quarter (NE¼) of Section 19, Township 48 North, Range 12 West in Boone County, Missouri and is a part of a tract of land recorded in Book 487, Page 184 is more particularly described as follows:

Commencing at the East Quarter Corner of Section 19; thence North 89° 41' 46" West, 882.86 feet to an Iron Pipe; thence North 0° 26' 35" West, 476.40 feet; thence North 89° 19' 54" West, 714.38 feet to an Iron Pin; thence North 70° 19' 51" West, 107.48 feet to an Iron Pin at the Point of Beginning of the herein described tract. Starting at the Point of Beginning; thence North 89° 19' 54" West, 505.0 feet to an Iron Pipe on the right-of-way of Old Highway 63; thence along said right-of-way North 07° 20' 15" West, 23.1 feet Cord Distance along a common curve with a total deflection of 9° 12' and tangent of 115.3 feet; thence North 79° 53' 58" East, 5.0 feet to a right-of-way marker; thence along said common curve North 11° 39' 07" West, 92.98 feet Cord Distance to an Iron Pin; thence North 13° 26' 34" West, 73.92 feet to an Iron Pin; thence leaving said right-of-way South 70° 19' 51" East, 572.35 feet back to the Point of Beginning.

The herein described tract contains 1.07 acres more or less and is complete and coincident with a plat prepared in July, 1983.

A tract of land located in the NE ¼ of Section 19, T 48N, R 12W in Columbia, Boone County described as follows:

Starting at the NE corner of the tract described by a survey recorded in Book 487 Page 184, shown by said survey as being South 1344 feet and South 55° 18' West 1164 feet from the NE corner of Section 19, T 48 N, R 12W; thence along the lines of said survey, South 1° 02' West 150.8 feet; thence South 89° 58' West 1276.2 feet; thence North 9° 47' West 23.1 feet; thence North 79° 28' East 5.0 feet; thence North 11° 49' West 93.0 feet; thence North 14° 07' West 73.92 feet to the point of beginning.

From the point of beginning, continuing along the lines of the tract described by a survey recorded in Book 487 Page 184, North 14° 07' West 86.58 feet; thence South 75° 53' West 15.0 feet; thence North 14° 07' West 44.6 feet; thence North 64° 57' East 362.3 feet; thence South 36° 57' East 208.7 feet; thence leaving the line of said survey, South 64° 57' West 340.4 feet to the Northernly line of a tract of land described by a Warranty Deed recorded in Book 506 Page 864, thence North 71° 01' West, along said line, 104.45 feet to the point of beginning and containing 1.76 acres.

AND ALSO;

A tract of land located in the NE ¼ of Section 19, T 48N, R 12W in Columbia, Boone County, Missouri described as follows:

Beginning at the NE corner of the tract described by a survey recorded in Book 487 Page 184, shown by said survey as being South 1344 feet and South 55° 18' West 1164 feet from the NE corner of Section 19, T48N, R12W; thence along the lines of said survey, South 1° 02' West 150.8 feet; thence South 89° 58' West 292.8 feet; thence leaving the line of said survey, North 0° 02' West 227.25 feet to the Northernly line of said survey; thence South 70° 05' East, along said line, 92.0 feet; thence South 77° 52' East 213.9 feet to the beginning and containing 1.25 acres.

EXCEPT;

A roadway easement, fifteen (15) feet wide, located in the NE ¼ of Section 19, T 48N, R 12W, described as follows:

Starting at the NE corner of the tract described by a survey recorded in Book 487 Page 184, shown by said survey as being South 1344 feet and S 55° 18' W 1164 feet from the NE corner of Section 19, T48N, R12W; thence along the lines of said survey, N 77° 52' W 213.9 feet; thence N 70° 05' W 92.0 feet; thence N 54° 43' W 176.0 feet; thence N 50° 44' W 30.00 feet; thence S 57° 35' W 388.3 feet; thence N 36° 57' W 195.4 feet; thence leaving the line of said survey, S 64° 57' W 48.5 feet to the point of beginning.

From the point of beginning S 64° 57' W 17.33 feet; thence N 55° 07' W 81.09 feet; thence N 70° 49' W 58.76 feet; thence N 86° 17' W 113.83 feet; thence S 67° 27' W 163.16 feet to the Westernly line of the described by a survey recorded in Book 487 Page 184; thence, along said line, N 14° 07' W 15.16 feet; thence leaving said line, N 67° 27' E 164.43 feet; thence S 86° 17' E 119.37 feet; thence S 70° 49' E 62.86 feet; thence S 55° 07' E 91.84 feet to the beginning and containing 6,415 square feet or 0.15 acres.

A tract of land located in the Northeast Quarter (NE ¼) of Section 19, Township 48 North, Range 12 West, in Columbia, Boone County, Missouri being part of the tract shown by a Survey recorded in Book 487, Page 184, and further described as follows:

Starting at the Northeast corner of the tract described by a Survey recorded in Book 487, Page 184, shown by said Survey as being South 1344 feet and South 55 degrees, 18 minutes West, 1164 feet from the Northeast corner of Section 19, Township 48 North, Range 12 West; thence along the lines of said Survey, South 1 degree, 02 minutes West, 150.8 feet; thence South 89 degrees, 58 minutes West, 292.8 feet to the point of beginning.

From the point of beginning, continuing along the Southerly line of said Survey, South 89 degrees, 58 minutes West, 478.35 feet to the corner of a tract described by a Warranty Deed recorded in Book 506, Page 864; thence, along the Northernly line thereof, North 71 degrees, 01 minutes West, 467.7 feet; thence leaving said line, North 64 degrees, 57 minutes East, 340.4 feet to the Northernly line of the tract described by Survey recorded in Book 487, Page 184; thence along the lines of said Survey, South 36 degrees, 57 minutes East, 195.4 feet; thence North 57 degrees, 35 minutes East, 388.3 feet; thence South 50 degrees, 44 minutes East, 30.0 feet; thence South 54 degrees, 43 minutes East, 176.0 feet; thence leaving said line, South 0 degrees, 02 minutes East, 227.25 feet to the point of beginning and containing 4.34 acres, more or less; TOGETHER WITH a roadway easement as described by instruments recorded in Book 246, Page 311, and Book 270, Page 484, Records of Boone County, Missouri; ALSO, TOGETHER WITH all rights under that certain water line easement recorded in Book 263, Page 170, Records of Boone County, Missouri.

EXHIBIT C
MANAGEMENT AGREEMENT
WATERS-MOSS CONSERVATION AREA

1. Biennially professional staff from the MDC Central Forest Region and from the Columbia Parks and Recreation management staff shall meet and prepare a two year management plan of operation for the Waters-Moss area.
2. Biennial management plan shall cover wildlife and forest management practices which may include but shall not be limited to: food plots, green browse flood plots, brushpiles, timber stand improvement, invasive species control, crop tree release and scheduling of public use for resource conservation seminars, workshops and training and demonstrations to groups such as scouts, FFA, 4H and others.
3. Subject to the availability of appropriated funds and subject to the City's public improvement process, a pedestrian trail linking Grindstone Nature Area, Waters-Moss Memorial Wildlife Area and the south fork of the Grindstone creek will be cooperatively developed by MDC and City. City staff shall lead on trail design and development. MDC shall assist City with trail development, equipment, materials, labor as available and (at least partial) funding. Trail location shall be subject to approval by MDC.
4. MDC staff shall lead on forest and wildlife management practices which are dependent upon agricultural or other specialized management equipment.
5. A City-controlled zone shall be designated within the Waters-Moss Memorial Wildlife Area., as set out in Appendix 1 to this Exhibit C. City has authority to construct, develop and/or maintain public use facilities and to alter or modify currently existing facilities within the City-controlled zone. Such development or modification of facilities shall be with approval of MDC.
6. MDC will maintain existing on-site communications radio tower, antenna and associated equipment and structure(s). Should City desire to use the tower, antenna or associated equipment and structures, for placement of a city communications antenna or construction of adjacent service structures for ancillary communications equipment, the parties shall negotiate the terms of such use. Should the parties reach an agreement for such use, they shall execute a written Special Use Agreement which shall set forth the terms of City's use of the tower, antenna and associated equipment and structures. City will be responsible for maintenance of its equipment and structures placed pursuant to the Special Use Agreement.

APPENDIX 1 TO EXHIBIT C - CITY CONTROLLED ZONE

WATERS MOSS MEMORIAL AREA

CITY CONTROLLED ZONE

PROPERTY BOUNDARY

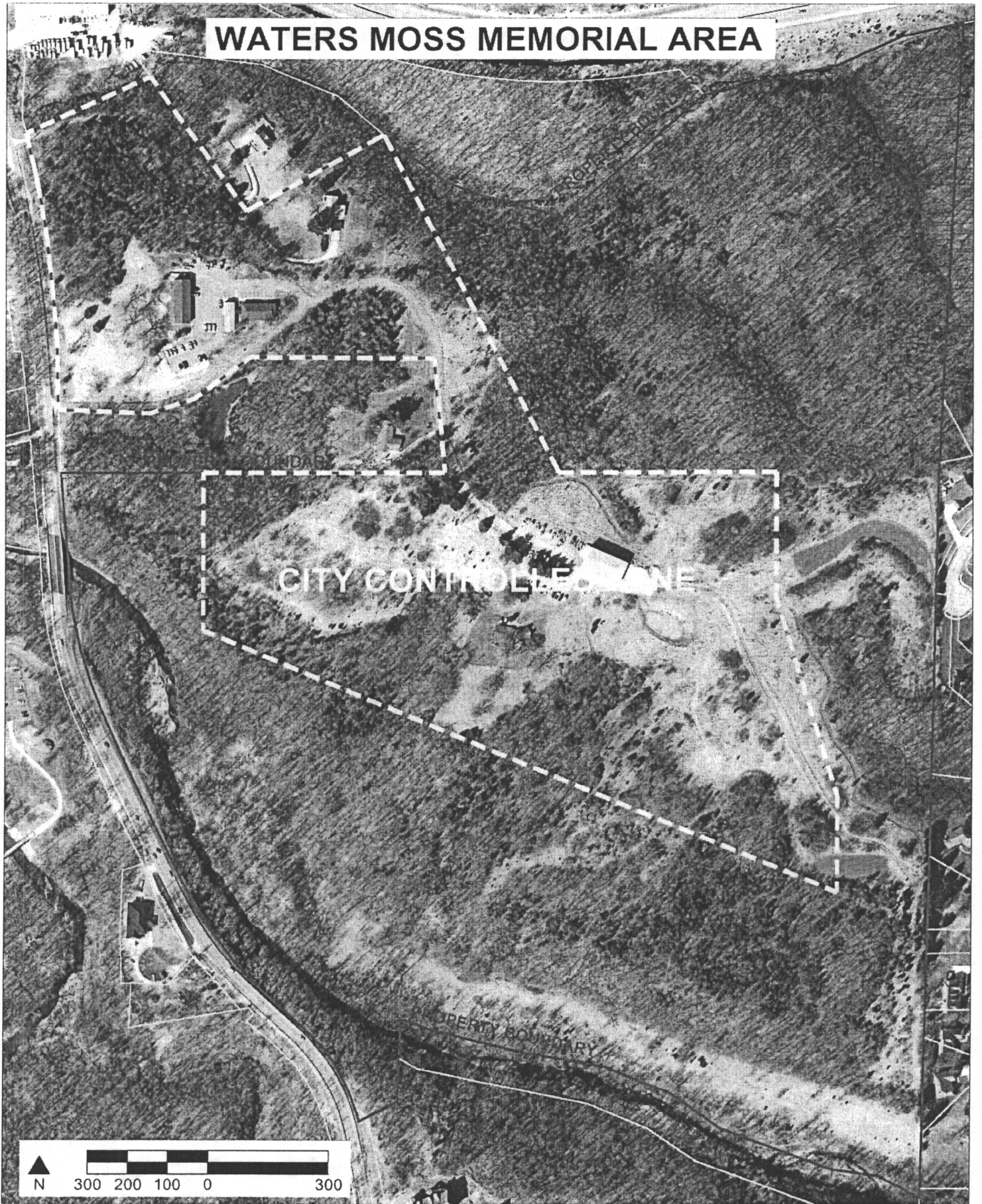
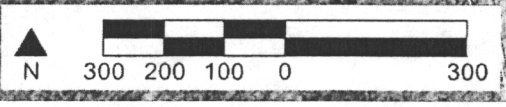
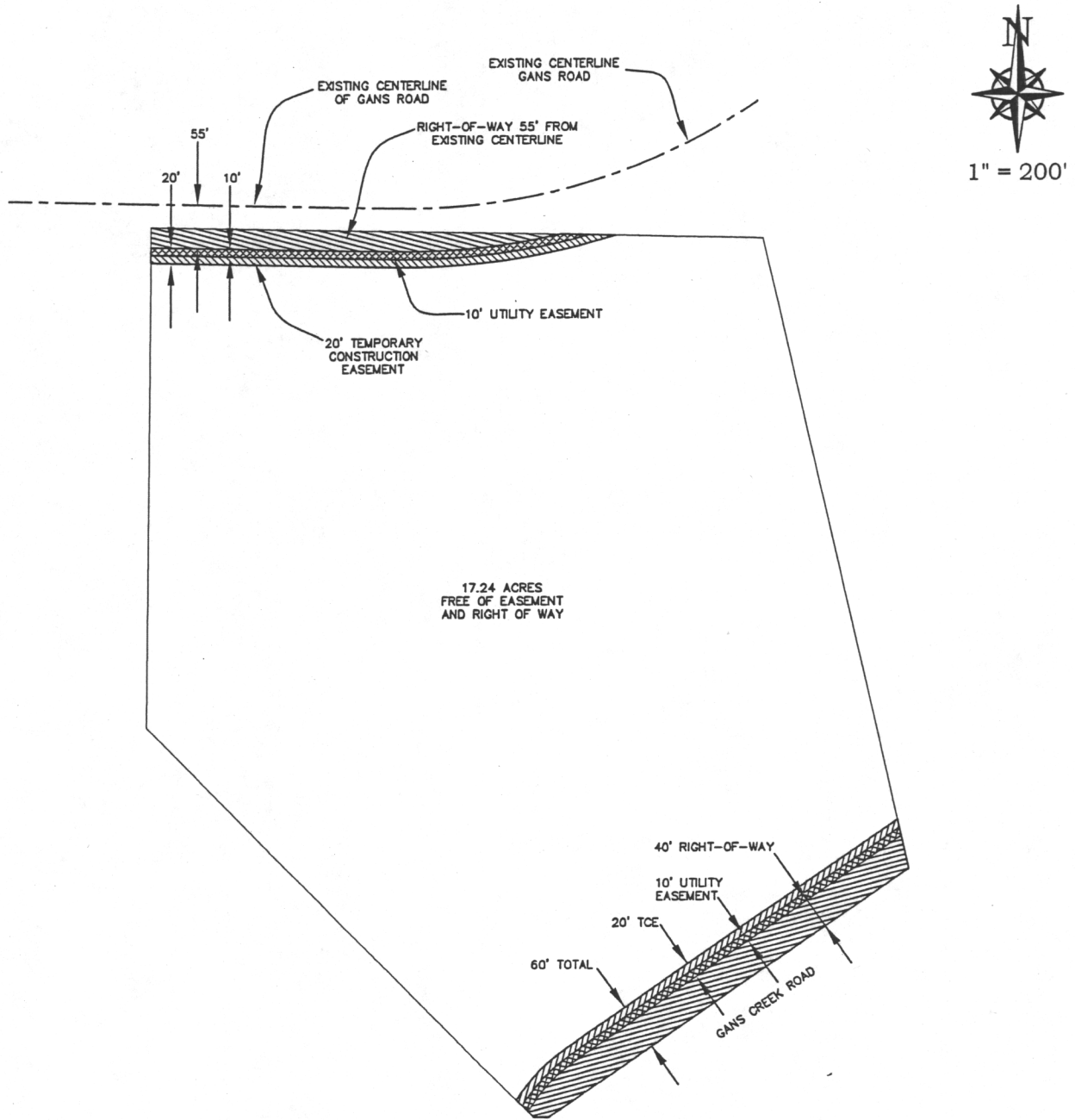



Exhibit D - Display Model



Source:

TO: City Council
FROM: City Manager and Staff 
DATE: December 22, 2008
RE: Department of Conservation Land Use Agreement

Mike Hood
~~AAH~~

SUMMARY: At the December 15, 2008, meeting, the City Council passed a motion directing staff to introduce an ordinance authorizing the proposed Lease Agreement and Memorandum of Understanding (copy attached) between the City and the Missouri Department of Conservation (MDC). The proposed agreement would lease approximately seventeen (17) acres of the City's Gans Creek Recreation Area to the MDC to serve as the location of a new community conservation center/regional office. In return the MDC would lease the 106 acre H.J. Waters and C.B. Moss Wildlife area to the City for public recreation use. This ordinance, if approved, would authorize the City Manager to sign the proposed agreement on behalf of the City.

Fiscal Impact

YES
NO

Other Info.

DISCUSSION: In early August of 2007, representatives of Missouri Department of Conservation (MDC), at a pre-council meeting work session, first presented to the City a preliminary proposal for a partnership which would result in the possible development of a new conservation education center and regional office to be located in the Columbia area. That proposal suggested the possibility of using a small portion of either the Philips or Crane properties as the site of the new conservation facility as well as the potential for additional City use of existing MDC property.

Following the MDC presentation, Council directed staff to work with MDC to develop a more detailed agreement for proceeding with consideration of the project. As such, a non-binding memorandum of understanding was negotiated between the two agencies outlining guidelines for proceeding with a more in-depth analysis of the potential for the project. The Council passed resolution 206-07 on September 17th 2007, approving the non-binding memorandum.

Utilizing the guidelines of the Memorandum, staff of the two agencies identified a recommended location for the conservation education center and negotiated terms of a definitive agreement. A draft of a formal Lease Agreement/Memorandum of Understanding was presented to the Council at their December 1, 2008, Council meeting, and was reviewed in more detail at a council work session on December 8. At the December 15 Council meeting, Council members passed a motion directing staff to introduce an ordinance officially authorizing the proposed agreement. It should be noted that the

the Missouri Conservation Commission at their December 18, 2008 meeting, voted unanimously to authorize MDC staff to officially enter into the proposed agreement with the City.

As drafted, the Lease/Memorandum of Understanding includes the following key points:

1.) The City will lease approximately 17.5 acres of the Gans Creek Recreation area (see attached map) to MDC for a period of ninety-nine (99) years for the purpose of developing, constructing, and operating a conservation education center and regional office facility.

2. The MDC will lease the 106 acre H.J. Waters and C.B. Moss Memorial Wildlife Area (see attached map) to the City for a period of ninety-nine (99) years for public recreation use. Within this property there shall be a smaller tract defined as the city-controlled zone. The City shall have the right to construct, develop, and/or maintain public use facilities and to alter or modify current existing facilities within the city-controlled zone. All acreage outside of the controlled zone shall be maintained in a natural state and managed for wildlife and natural habitat purposes in keeping with the intent of the original donation to MDC. The lease also allows for the development of a pedestrian trail along the south fork of the Grindstone Creek.

3.) MDC will construct the new facility in compliance with all codes and processes that would be applicable were MDC constructing a facility on MDC-owned land within the boundaries of the City. MDC will not be subject to the formal review, permit, or inspection processes of the City. MDC will meet the requirements of City's Stormwater Management and Water Quality Manual.

4.) The City will have access to the public use and classroom areas of the new facility to host and sponsor meetings, seminars, classes, and other public events relating to the conservation of natural resources. This use shall be subject to the terms and conditions outlined in the agreement.

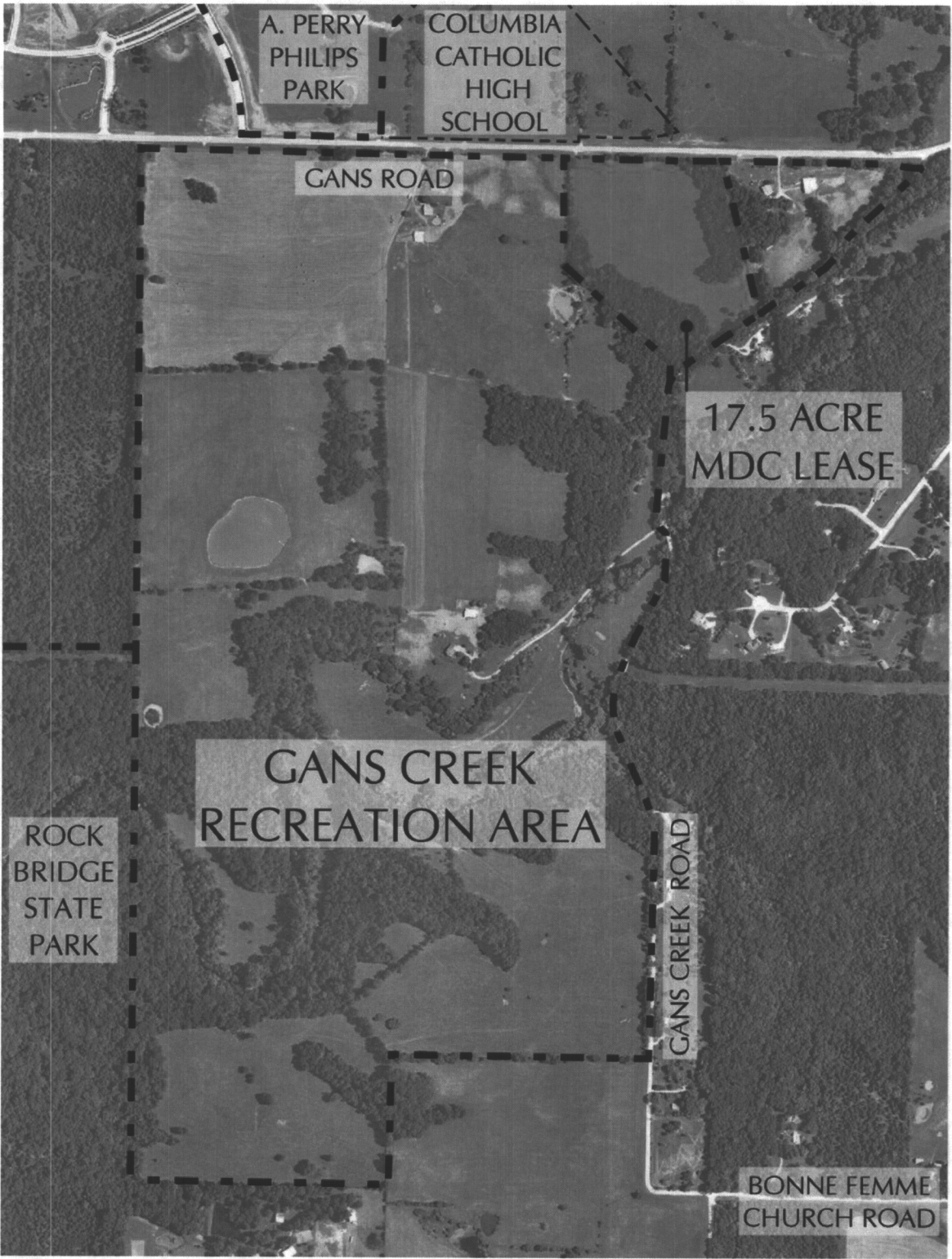
5.) The City will retain the name "H.J. Waters and C.B. Moss Memorial Wildlife Nature Area" for the city leased site. Signage for both properties shall recognize the cooperative partnership of the two agencies.

6.) Either party has the right to terminate the lease upon six months written notice subject to the detailed provisions included in the lease agreement.

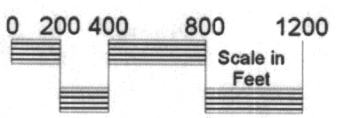
Staff of both agencies have worked cooperatively to develop a proposal which is believed to provide a positive benefit not only to

both agencies, but to the citizens of Columbia and mid-Missouri. Staff recommends approval of the proposed agreement.

SUGGESTED COUNCIL ACTION: Approve the ordinance authorizing the City Manager to sign the proposed Lease and Memorandum of Understanding with the Missouri Department of Conservation.



Gans Creek Recreation Area with MDC Lease Area



APPENDIX 1 TO EXHIBIT C - CITY CONTROLLED ZONE

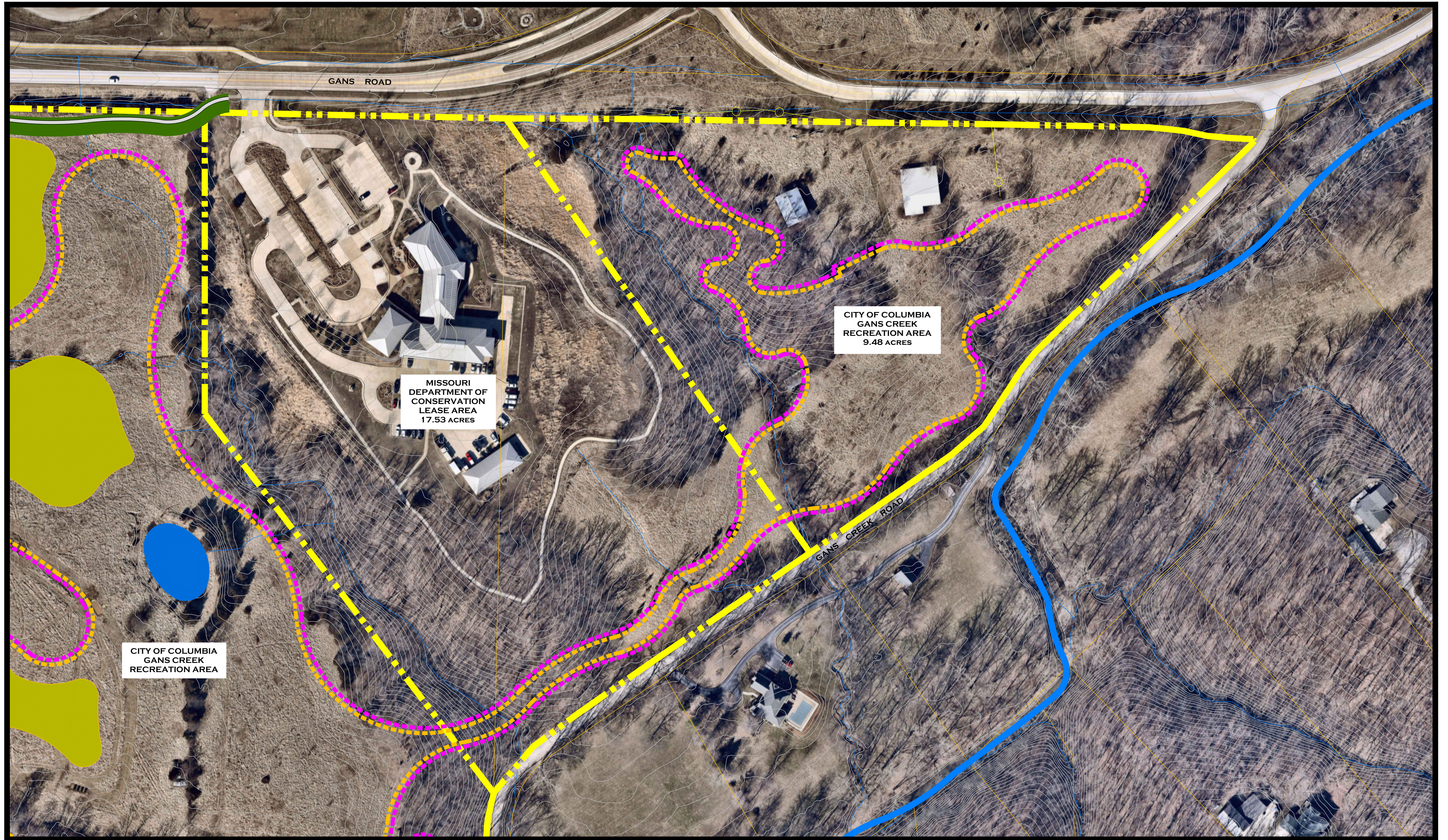
WATERS MOSS MEMORIAL
AREA

CITY CONTROLLED ZONE

+/- 47 acres

PROPERTY BOUNDARY





GANS CREEK TRAIL DEVELOPMENT

GANS CREEK RECREATION AREA

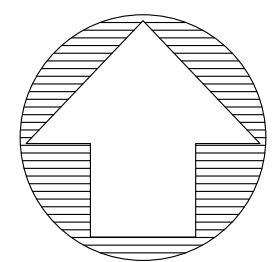


Exhibit B

