

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 48-13

AN ORDINANCE

approving the Final Plat of Steeplechase Estates Plat 2, a major subdivision; accepting the dedication of rights-of-way and easements; authorizing a performance contract; accepting conveyances for utility and street purposes; directing the City Clerk to have the conveyances recorded in the office of the Recorder of Deeds of Boone County, Missouri; 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 Council hereby approves the Final Plat of Steeplechase Estates Plat 2, dated December 31, 2012, a major subdivision located north of Steeplechase Drive and on the east side of Howard Orchard Road, containing approximately 15.59 acres in the City of Columbia, Boone County, Missouri, and hereby authorizes and directs the Mayor and City Clerk to sign the plat evidencing such approval.

SECTION 2. The City Council hereby accepts the dedication of all rights-of-way and easements as dedicated upon the plat.

SECTION 3. The City Manager is hereby authorized to execute a performance contract with The Columbia Development Group, LLC in connection with the approval of the Final Plat of Steeplechase Estates Plat 2. The form and content of the contract shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 4. The conveyances to the City of Columbia, Missouri, a municipal corporation, more particularly described as follows:

Grant of Easement for utility purposes from The Columbia Development Group, LLC, dated February 12, 2013, more particularly described in "Exhibit B" attached hereto and made a part hereof as fully as if set forth herein verbatim.

Grant of Easement for street purposes from The Columbia Development Group, LLC, dated February 12, 2013, more particularly described in "Exhibit C" attached hereto and made a part hereof as fully as if set forth herein verbatim.

are hereby accepted.

SECTION 5. The City Clerk is hereby authorized and directed to have the conveyances recorded in the office of the Boone County Recorder of Deeds.

SECTION 6. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2013.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

PERFORMANCE CONTRACT

This contract is entered into on this _____ day of _____, 2013 between the City of Columbia, MO ("City") and The Columbia Development Group, LLC ("Subdivider").

City and Subdivider agree as follows:

1. Subdivider shall construct, erect and install all improvements and utilities required in connection with the final plat of Steeplechase Estates, Plat 2, including sidewalks and all improvements and utilities shown on the plat and related construction plans, within 36 months after the City Council approves the plat.
2. If street, utility or other construction of public improvements should occur on or adjacent to land in the subdivision at the initiative of the City Council, as benefit assessment projects, Subdivider agrees to bear Subdivider's equitable and proportionate share of construction costs, as determined by such assessments.
3. No utility service connections or occupancy permits shall be issued to the Subdivider or to any other person for any structure on land in the subdivision unless and until all utilities and improvements have been constructed, erected and installed in the structure and upon the lot or lots on which the structure is situated in accordance with all applicable ordinances, rules and regulations of the City.
4. No occupancy permit shall be issued to Subdivider or any other person for any structure constructed on land in the subdivision unless the street and sidewalk adjacent to the structure have been completed in compliance with the City's Standard Street Specifications.
5. City may construct, erect or install any improvement or utility not constructed, erected or installed by Subdivider as required by this contract. City may perform such work using City employees or City may contract for performance of the work. Subdivider shall reimburse City for all costs and expenses incurred by City in connection with the construction, erection or installation of improvements in utilities under this paragraph. Subdivider agrees to pay City all expenses and costs, including reasonable attorneys' fees, incurred by City in collecting amounts owed by Subdivider under this paragraph.
6. City shall not require a bond or other surety to secure the construction of the improvements and utilities required in connection with the final plat.
7. The obligations of Subdivider under this contract shall not be assigned without the express consent of the City Council.

8. The remedies set forth in this contract are not exclusive. City does not waive any other remedies available to enforce Subdivider's obligations under this contract or to recover damages resulting from Subdivider's failure to perform its obligations under this contract.

9. This contract is not intended to confer any rights or remedies on any person other than the parties.

IN WITNESS WHEREOF, the parties have executed this contract on the day and year first above written.

CITY OF COLUMBIA, MISSOURI

BY: _____
Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann, City Counselor

Subdivider

BY: Scott Janning

GRANT OF EASEMENT FOR UTILITY PURPOSES

THIS INDENTURE, made on the 12TH day of FEBRUARY, 2013, by and between The Columbia Development Group, LLC, a limited liability company of the State of Missouri, Grantor, and the City of Columbia, Missouri, a municipal corporation, Grantee; Grantee's mailing address is Post Office Box 6015, Columbia, MO 65205.

WITNESSETH:

THAT the Grantor, in consideration of the sum of Ten Dollars (\$10.00) to us in hand paid by the City of Columbia, Missouri, the receipt of which is hereby acknowledged, do hereby grant unto said City, its successors and assigns, an easement for the right, privilege, and authority to construct, operate, replace, repair and maintain water mains, electric light and power transmission lines, sanitary sewer lines, and all other public utilities, and all necessary appurtenances to make these utilities complete and usable, over, under, across, and upon the following described real estate, owned by us, situated in the County of Boone, State of Missouri, to-wit:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 47 NORTH, RANGE 13 WEST, CITY OF COLUMBIA, BOONE COUNTY, MISSOURI BEING PART OF TRACT 3 OF THE SURVEY RECORDED IN BOOK 2910 AT PAGE 22 OF THE RECORDS OF BOONE COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 470 OF THORNBROOK PLAT 13 RECORDED IN PLAT BOOK 38, PAGE 106; THENCE ALONG THE WEST LINE OF SAID LOT, N00°10'05"E, 79.53 FEET; THENCE LEAVING SAID LINE, N89°52'00"W, 251.18 FEET TO THE POINT OF BEGINNING; THENCE S00°08'00"W, 51.39 FEET; THENCE N89°52'00"W, 10.00 FEET; THENCE N00°08'00"E, 51.39 FEET; THENCE S89°52'00"E, 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 515 SQUARE FEET.

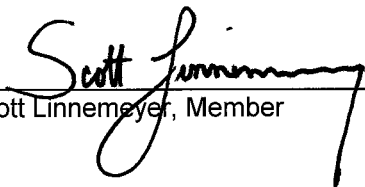
This grant includes the right of the City of Columbia, Missouri, its officers, agents, and employees, to enter upon said real estate at any time for the purpose of exercising any of the rights herein granted; also the right to trim, clear or remove, at any time from said easement or the premises of the Grantor adjoining the same or either side thereof any tree, brush, structure or obstruction of any kind or character whatsoever which, in the sole judgment of the City, may endanger the safety of or interfere with the operation and maintenance of said City's facilities; also the right of ingress and egress to and from the herein described premises over any of the adjoining land of the Grantor for the purpose of exercising any of the rights herein granted.

The Grantor covenants, subject to liens and encumbrances of record at the date of this easement, that it is the owner of the above-described land and has the right and authority to make and execute this agreement in behalf of said limited liability company.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed the day and year first written above.

THE COLUMBIA DEVELOPMENT GROUP, LLC

By:

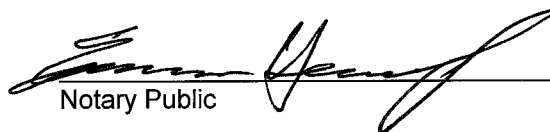


Scott Linnemeyer, Member

STATE OF MISSOURI)
)ss.
COUNTY OF BOONE)

On this 12 day of FEBRUARY in the year 2013, before me, a Notary Public in and for said state, personally appeared Scott Linnemeyer, who being by me duly sworn, acknowledged that he is a member of The Columbia Development Group and that said instrument was signed in behalf of said limited liability company and further acknowledged that he executed the same as a free act and deed for the purposes therein stated and that he has been granted the authority to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written above.



Notary Public

SPENCER HASKAMP
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires July 11, 2015
Commission #11116674

GRANT OF EASEMENT FOR STREET PURPOSES

THIS INDENTURE, made on the 12TH day of FEBRUARY, 2013, by and between The Columbia Development Group, LLC, a limited liability company of the State of Missouri, Grantor, and the City of Columbia, Missouri, a municipal corporation, Grantee; Grantee's mailing address is Post Office Box 6015, Columbia, MO 65205.

WITNESSETH:

That Grantor, in consideration of the sum of Ten Dollars (\$10.00), to us in hand paid by the City of Columbia, Missouri, the receipt of which is hereby acknowledged, do hereby grant unto said City, its successors and assigns, an easement of way for street purposes, over the following described real estate, situated in the County of Boone, State of Missouri, to wit:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 47 NORTH, RANGE 13 WEST, CITY OF COLUMBIA, BOONE COUNTY, MISSOURI BEING PART OF TRACT 3 OF THE SURVEY RECORDED IN BOOK 2910 AT PAGE 22 OF THE RECORDS OF BOONE COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 470 OF THORNBROOK PLAT 13 RECORDED IN PLAT BOOK 38, PAGE 106; THENCE ALONG THE WEST LINE OF SAID LOT, N00°10'05"E, 79.53 FEET; THENCE LEAVING SAID LINE, N89°52'00"W, 176.16 FEET TO THE POINT OF BEGINNING;

THENCE N89°52'00"W, 100.00 FEET; THENCE N00°08'00"E, 100.00 FEET; THENCE S89°52'00"E, 100.00 FEET; THENCE S00°08'00"W, 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10,000 SQUARE FEET.

THIS EASEMENT WILL BECOME NULL AND VOID WHEN STREETS ARE EXTENDED.

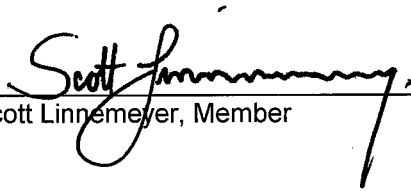
This grant includes the right of the City of Columbia, Missouri, its officers, agents and employees, to enter upon said real estate at any time for the purposes of exercising any of the rights herein granted.

The Grantor warrants that, subject to liens and encumbrances of record at the date of this easement, they are the owners of the above-described land and have the right and authority to make and execute this Grant of Easement.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed the day and year first written above.

THE COLUMBIA DEVELOPMENT GROUP, LLC

By:

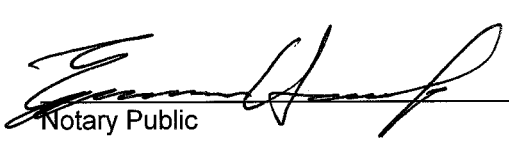


Scott Linnemeyer, Member

STATE OF MISSOURI)
)ss.
COUNTY OF BOONE)

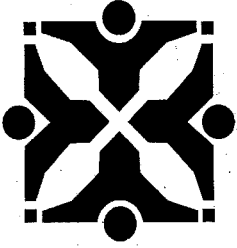
On this 12TH day of FEBRUARY in the year 2013, before me, a Notary Public in and for said state, personally appeared Scott Linnemeyer, who being by me duly sworn, acknowledged that he is a member of The Columbia Development Group and that said instrument was signed in behalf of said limited liability company and further acknowledged that he executed the same as a free act and deed for the purposes therein stated and that he has been granted the authority to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written above.



Notary Public

SPENCER HASKAMP
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires July 11, 2015
Commission #11116674



Source: Community Development - Planning ^{PR3}

Agenda Item No:

To: City Council
From: City Manager and Staff ^{MM}

Council Meeting Date: Feb 18, 2013

Re: Steeplechase Estates, Plat 2, final plat request (Case #12-228)

EXECUTIVE SUMMARY:

A request by A Civil Group, on behalf of The Columbia Development Group, for a 24-lot, final major plat to be known as Steeplechase Estates, Plat 2. The 14.7-acre site is located on Steeplechase Drive, west of Thornbrook. (Case #12-228)

DISCUSSION:

The subject site consists of approximately 14.7 acres, is zoned R-1, and is currently undeveloped. The plat is part of the phasing for the overall Steeplechase development. All lots substantially comply with the preliminary plat, and comply with applicable standards, such as those for the R-1 zoning district. The plat has been reviewed by pertinent City departments and other agencies, and complies with the Subdivision Ordinance.

The site is subject to a development agreement. Included in that document is language pertaining to the connection of the Steeplechase area to Howard Orchard Road, which is adjacent to the west. Plat 2, while abutting Howard Orchard Road, does not include a roadway connection. The developer is required to submit a \$25 per linear foot payment to the City for the Howard Orchard Road frontage. This link will be provided as part of Plat 3, which is currently under staff review, as well as a grading plan for the area contiguous to that road right-of-way.

Locator maps and a reduced size copy of the plat are attached.

FISCAL IMPACT:

None.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

None.

SUGGESTED COUNCIL ACTIONS:

Staff recommends approval of the final plat.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$0.00	Duplicates/Epands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	No
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	N/A
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	N/A
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	N/A



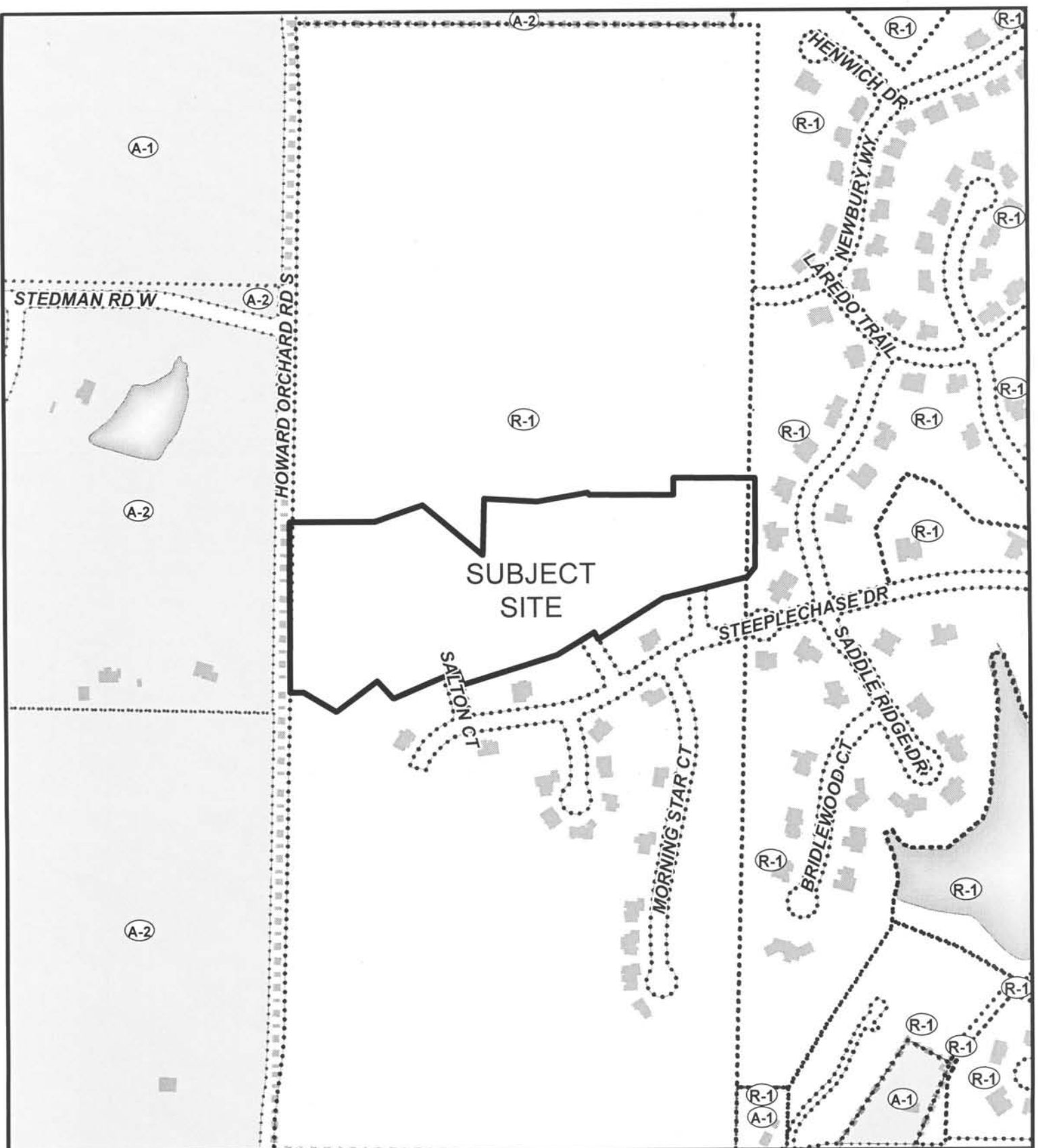
2011 Orthophoto
Source: Boone County Assessor

Case 12-228 Steeplechase Estates, Plat 2



1 inch = 400 feet





Case 12-228
Steeplechase Estates, Plat 2



1 inch = 400 feet



