
RE: Water utility easement and related agreements
1400-1500 Business Loop 70 East Columbia, Boone County, Missouri

DEED OF WATER UTILITY EASEMENT AND RELATED AGREEMENTS

This grant of water utility easement and related agreements (the "Agreement") is made and entered into this ____ day of _____ 2023 by and between **Grantors:** EUGENIA B. ROGERS, trustee of the EUGENIA B. ROGERS TRUST DATED APRIL 10, 1994; EUGENIA B. ROGERS, trustee of the ROGERS FAMILY TRUST DATED FEBRUARY 8, 2005; and HARTLEY GARRARD BANKS ROGERS and KIMBERLY SUE ROGERS, trustees of the ROGERS JOINT REVOCABLE TRUST DATED SEPTEMBER 23, 2020 (collectively "Grantors"); and **Grantee:** CITY OF COLUMBIA, MISSOURI, a municipal corporation ("Grantee" or the "City"). Grantee's mailing address is P.O. Box 6015, Columbia, Missouri 65205.

RECITALS

- A. Grantors are collectively the fee simple owners of certain real property located in Columbia, Missouri, legally described as Tracts one (1), two (2), and three (3) of a survey recorded in Book 764, Page 646 records of Boone County, Missouri, and commonly known and numbered as 1400-1500 Business Loop 70 East, Columbia, Missouri, together with the buildings and other improvements constructed thereon ("Grantors' Property").
- B. Grantee is a municipal corporation and desires to obtain an easement from Grantors for the purposes of constructing, installing, operating, maintaining, repairing, and replacing water mains and the necessary pipes, valves, manholes, hydrants, and related appurtenances on a portion of Grantors' Property described below.
- C. Grantors and Grantee desire to enter in to this Agreement to establish a water utility easement for the purpose of allowing Grantee to construct, install, operate, maintain, repair, and replace water mains underground a 10-foot strip of land on the northern border of Tracts one (1), two (2), and three (3) of Grantors' Property. The water utility easement being granted to the City by Grantors is shown on **Exhibit A1-A6** attached hereto.

- D. Grantee understands that there are existing improvements, including a fence and front entrance that are located on the Easement Property (the fence runs east to west the entire length of the easement and the front entrance is on Tract 2), and Grantee agrees to reinstall, repair, or replace, as may be necessary, any damage to Grantors' improvements, including Grantors' fence and front entrance, caused by Grantee by its use of the easement or its constructing, installing, operating, maintaining, repairing, and replacing water mains and the necessary pipes, valves, manholes, hydrants, and related appurtenances on the Easement Property or Grantors' Property. Grantee further understands that Grantors reserve the right to maintain, repair, or replace Grantors' fence and other improvements, or install a different fence or other improvements, on the Easement Property, and that Grantee's obligation to repair any damage that Grantee may cause to Grantors' fence or improvements also applies to any fence or improvements that Grantors may choose to construct or install in the future on the Easement Property that is consistent with the terms of this Agreement.

AGREEMENT

In consideration of the sum of Ten and 00/100 Dollars (\$10.00) cash in hand paid by Grantee to Grantors, the premises, the covenants and obligations in and the benefits to be derived from this Agreement, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference, as though fully set forth herein.
2. **Description of Easement Property.** The easement granted herein is shown on the diagrams attached hereto as **Exhibit A1-A6** and is legally described as:

TRACT ONE

A strip of land Ten (10) feet wide located in the northwest quarter of Section 7 T48N R12W, Boone County, Missouri, being part of the tract described by quit-claim deed recorded in Book 5024, Page 120, also being a part of Tract One (1) of the survey recorded in Book 764, Page 646, all Records of Boone County, Missouri, and further described as:

Beginning at the northwest corner of Tract One (1) of the survey recorded in Book 764, Page 646, thence along the north line of said tract, S 89°11'20"E 377.99 feet to the east line of said tract; thence along said line, S 0°55'20"W 10.00 feet; thence leaving said line, N 89°11'20"W 377.99 feet to the west line of said tract; thence along said line, N 0°55'20"E 10.00 feet to the point of beginning, and containing 3,780 square feet or 0.09 acres.

TRACT TWO

A strip of land Ten (10) feet wide located in the northwest quarter of Section 7 T48N R12W, Boone County, Missouri, being part of the tract described by quit-claim deed recorded in Book 2812, Page 92, also being a part of Tract Two (2) of the survey recorded in Book 764, Page 646, all Records of Boone County, Missouri, and further described as:

Beginning at the northwest corner of Tract Two (2) of the survey recorded in Book 764, Page 646, thence along the north line of said tract, S 89°12'20"E 249.97 feet to the east line of said tract; thence along said line, S 0°55'20"W 10.00 feet; thence leaving said line, N 89°12'20"W 249.97 feet to the west line of said tract; thence along said line, N 0°55'20"E 10.00 feet to the point of beginning, and containing 2,500 square feet or 0.06 acres.

TRACT THREE

A strip of land Ten (10) feet wide located in the northwest quarter of Section 7 T48N R12W, Boone County, Missouri, being part of the tract described by quit-claim deed recorded in Book 3792, Page 181, also being a part of Tract Three (3) of the survey recorded in Book 764, Page 646, all Records of Boone County, Missouri, and further described as:

Beginning at the northwest corner of Tract Three (3) of the survey recorded in Book 764, Page 646, thence along the north line of said tract, S 89°12'20"E 131.91 feet to the east line of said tract; thence along said line, S 19°38'40"E 10.67 feet; thence leaving said line, N 89°12'20"W 135.66 feet to the west line of said tract; thence along said line, N 0°55'20"E 10.00 feet to the point of beginning, and containing 1,338 square feet or 0.03 acres.

(Collectively referred to as the "Easement Property").

3. Grant of Water Utility Easement and Related Agreements.

a. Grantors hereby grant and convey to Grantee, for its use and the use of its employees, agents, invitees, licensees, successors, and assigns, a non-exclusive easement for the purpose of constructing, installing, operating, maintaining, repairing, and replacing water mains underground the Easement Property. Subject to Grantee's obligations in Paragraphs 3.b-3.c below, and Grantors' reserved rights in Section 4, this grant of easement includes the right of Grantee to enter upon the Easement Property at any time for the purposes 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 Grantee, may endanger the safety of or interfere with the operation and maintenance of Grantee's facilities; and the right of ingress and egress to and from the herein described easement over any of the adjoining lands of the Grantors for the purpose of exercising any of the rights herein granted.

b. In exercising its rights under the easement granted herein, Grantee agrees to use reasonable efforts to minimize any disruption, damage, or destruction to the trees, landscaping, fencing, and other improvements on Grantors' Property or the Easement Property. Grantee further agrees to repair or replace any damage that it may cause to the Easement Property or Grantors' Property due to its use of the Easement Property or its constructing, installing, operating, maintaining, repairing, and replacing water mains and the necessary pipes, valves, manholes, hydrants, and related appurtenances on the Easement Property. Any repair or replacement of the Easement Property or Grantors' Property shall repair, replace,

or restore such property to at least as good of condition as it was before the damage caused by Grantee, in a manner consistent with the terms of this Agreement. Grantors understand that if it is necessary to remove a tree from the Easement Property due to Grantee's use of the easement, Grantee will provide and plant a replacement tree on Grantors' Property, but the replacement tree will be appropriate for planting (e.g., a sapling c. 1 inch trunk) and will likely not be the same age or size of the tree that was removed from the Easement Property, if any.

c. Grantee's obligation to repair any damage that Grantee may cause to the Easement Property or Grantors' Property includes any improvements on the Easement Property, including Grantors' fence, existing entrance, or any improvements that Grantors may choose to construct or install in the future on the Easement Property, so long as such improvements are installed and constructed consistent with the terms of this Agreement and any applicable law, statute, regulation, or ordinance.

4. **Reservation of Rights by Grantors.** The water utility easement and the Easement Property shall be subject to the following reservations of rights by Grantors:

a. The right to use the Easement Property for any use not inconsistent with the water utility easement and Grantee's rights granted herein;

b. The right of ingress and egress over and across the Easement Property for purposes of accessing Grantors' Property from East Business Loop 70;

c. The right to maintain, repair, or replace Grantors' fence, or install a different fence, or other improvements, on the Easement Property in a manner not inconsistent with Grantee's rights granted herein and in compliance with any applicable law, statute, regulation or ordinance; and

d. The right to landscape the Easement Property not inconsistent with the water utility easement and Grantee's rights granted herein.

5. **Easement Shall Not Affect Land Use Requests.** The City understands that Grantors or their successors may request that Grantors' Property be subdivided, replatted, or rezoned in the future. The parties agree that this grant of easement and related agreements do not preclude Grantors from seeking any subdivision, re-platting or rezoning of Grantors' Property, however such future actions are now and shall continue to be subject to all federal, state and local laws, statutes, regulations, and ordinances.

6. **No Grant of Special or Expanded Rights:** No part of this Agreement shall be construed or interpreted to grant, expand or confer upon Grantors any rights in excess of those rights already held by Grantors prior to this Agreement, including any interpretation that allows any exemptions or exceptions from compliance with federal, state, or local laws, statutes, regulations, and ordinances. No part of this Agreement shall be construed or interpreted to grant, expand or confer rights upon Grantors that Grantee does not have the authority or power under any law to confer.

7. **Representations and Warranties.** Grantors represent and warrant that they are the trustees of the trusts referenced herein, and that the trusts remain in full force and effect and have not been revoked. Grantors further represent and warrant that they are the owners, in fee simple, of Grantors' Property, and that they have the right to grant this easement and make this Agreement without the need for obtaining any other prior approvals. Grantee hereby represents and warrants that it has the right to make this Agreement without the need for obtaining any other prior approvals. Grantors and Grantee each

covenant to the other that the other, and their successors and assigns, shall quietly enjoy the easement granted for the purposes herein stated and they, and their successors and assigns, shall abide by the terms of this Agreement.

8. **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 with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions, laws, or regulations.

The Grantors and Grantee have executed this Agreement the day and year written below.

[Remainder of page intentionally left blank; signature pages follow]

Grantors' Signature:

DATED: October 9, 2023

Eugenia B. Rogers
EUGENIA B. ROGERS, trustee of the

EUGENIA B. ROGERS TRUST DATED APRIL 10, 1994

DATED: October 9, 2023

Eugenia B. Rogers
EUGENIA B. ROGERS, trustee of the

ROGERS FAMILY TRUST DATED FEBRUARY 8, 2005

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

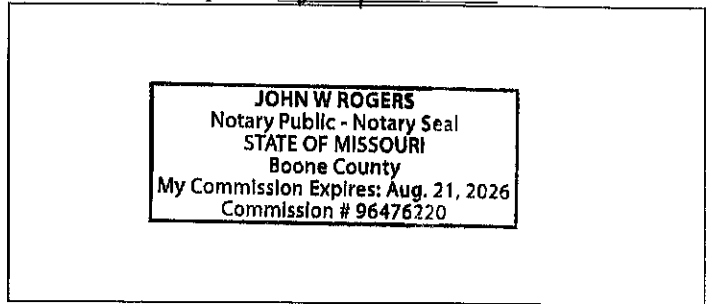
On this 9th day of October, 2023, before me personally appeared EUGENIA B. ROGERS, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

John W. Rogers

Printed Name: John W. Rogers
Notary Public in and for said State

Commission expires: 8-21-2026



DATED: Oct. 9, 2023

Hartley Garrard Banks Rogers

HARTLEY GARRARD BANKS ROGERS, trustee of the
ROGERS JOINT REVOCABLE TRUST DATED SEPTEMBER 23, 2020

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

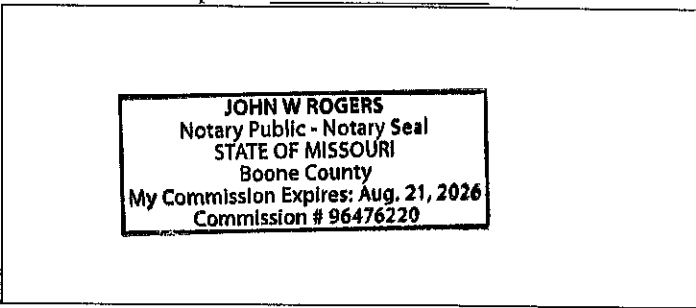
On this 9th day of October, 2023, before me personally appeared HARTLEY GARRARD BANKS ROGERS, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

John W Rogers

Printed Name: John W. Rogers
Notary Public in and for said State

Commission expires: 8-21-2026



DATED: 10/9/23

Kimberly

KIMBERLY SUE ROGERS, trustee of the
ROGERS JOINT REVOCABLE TRUST DATED SEPTEMBER 23, 2020

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

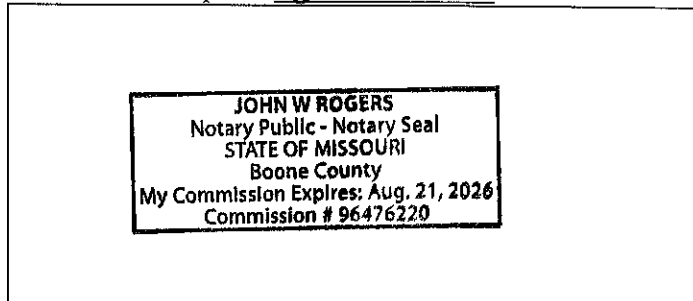
On this 9th day of October, 2023, before me personally appeared
KIMBERLY SUE ROGERS, to me known to be the person described in and who executed the foregoing
instrument and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the
County and State aforesaid, the day and year first above written.

John W Rogers

Printed Name: John W Rogers
Notary Public in and for said State

Commission expires: 8-21-2026



DATED: _____

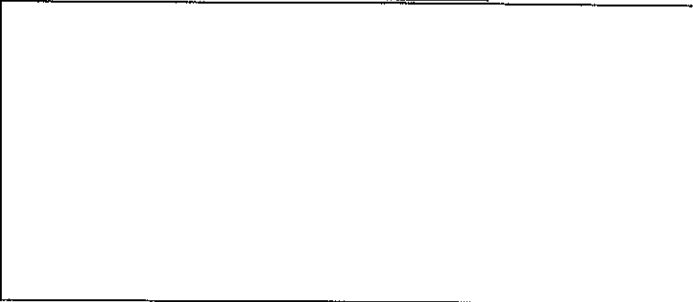
CITY OF COLUMBIA, MISSOURI
By _____

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this _____ day of _____, 2023, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Printed Name: _____
Notary Public in and for said State

Commission expires: _____


November 4, 2020

Water Utility Easement

Owner: Eugenia B. Rogers Trust

Address: 1400 E. Bus Loop 70

Deed: book 5024 page 120

A strip of land, 10 (Ten) feet wide, located in the northwest quarter of Section 7 T48N R12W, Boone County, Missouri, being part of the tract described by quit-claim deed recorded in book 5024 page 120, also being part of Tract 1 of the survey recorded in book 764 page 646, further described as follows:

Beginning at northwest corner of Tract 1 of the survey recorded in book 764 page 646, thence along the north line of said tract, S 89°11'20"E 377.99 feet to the east line of said tract; thence along said line, S 0°55'20"W 10.00 feet; thence leaving said line, N 89°11'20"W 377.99 feet to the west line of said tract; thence along said line, N 0°55'20"E 10.00 feet to the beginning, and containing 3,780 square feet or 0.09 acres.

11/4/2020

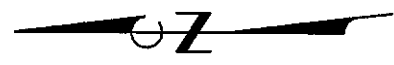
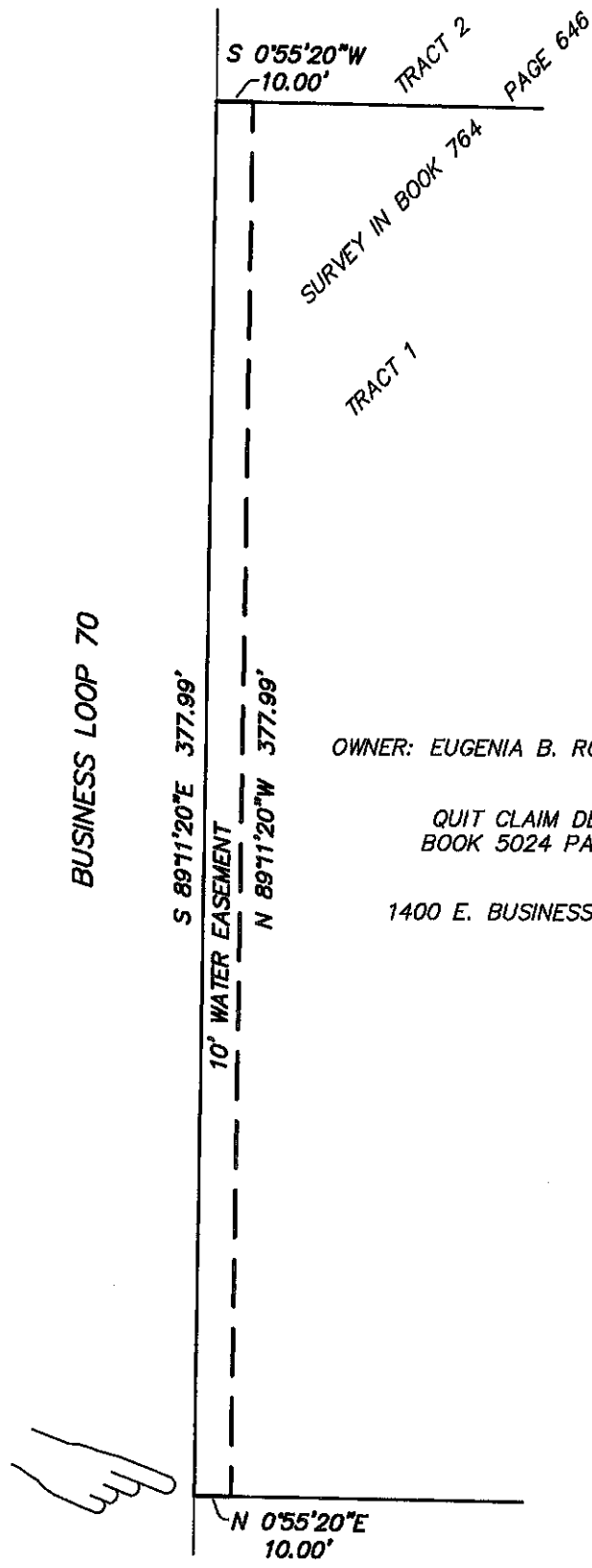


Frederick E. Carroz III

FREDERICK E. CARROZ III
PROFESSIONAL LAND SURVEYOR
PLS - 2008016655

Engineering Surveys & Services

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



SCALE: 1" = 50'

OWNER: EUGENIA B. ROGERS TRUST

QUIT CLAIM DEED IN
BOOK 5024 PAGE 120

1400 E. BUSINESS LOOP 70

11/4/2020



Frederick E. Carroz III
FREDERICK E. CARROZ III
 PROFESSIONAL LAND SURVEYOR
 PLS - 2008016655

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

14547

November 4, 2020

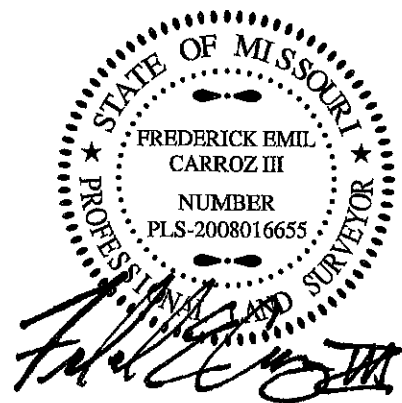
Water Utility Easement

Owner: Rogers Family Trust
Address: 1400 E. Bus Loop 70
Deed: book 2812 page 92

A strip of land, 10 (Ten) feet wide, located in the northwest quarter of Section 7 T48N R12W, Boone County, Missouri, being part of the tract described by quit-claim deed recorded in book 2812 page 92, also being part of Tract 2 of the survey recorded in book 764 page 646, further described as follows:

Beginning at northwest corner of Tract 2 of the survey recorded in book 764 page 646, thence along the north line of said tract, S 89°12'20"E 249.97 feet to the east line of said tract; thence along said line, S 0°55'20"W 10.00 feet; thence leaving said line, N 89°12'20"W 249.97 feet to the west line of said tract; thence along said line, N 0°55'20"E 10.00 feet to the beginning, and containing 2,500 square feet or 0.06 acres.

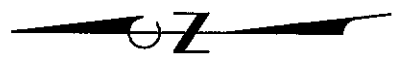
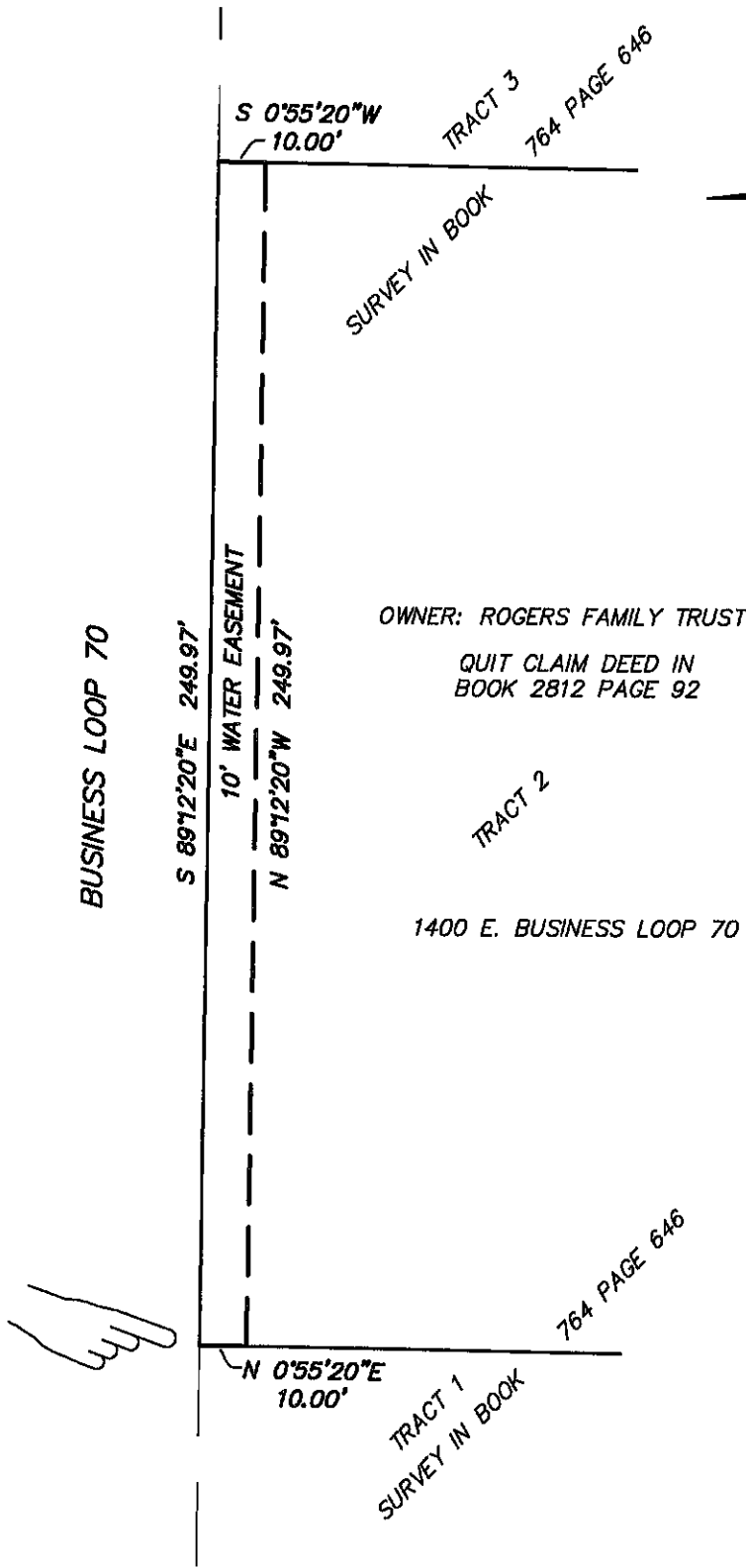
11/4/2020



Engineering Surveys & Services

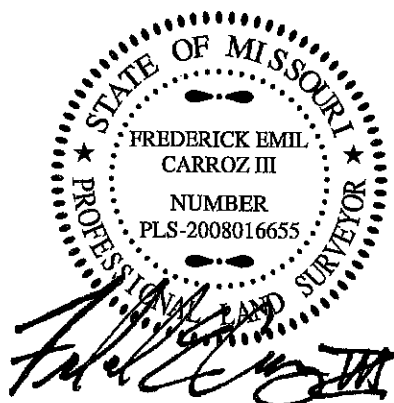
1113 Fay Street Columbia, Missouri 65201
573-449-2646 - www.ESS-Inc.com
Missouri Land Surveying Corporation #2004004672

FREDERICK E. CARROZ III
PROFESSIONAL LAND SURVEYOR
PLS -- 2008016655



SCALE: 1" = 40'

11/4/2020



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

FREDERICK E. CARROZ III
PROFESSIONAL LAND SURVEYOR
PLS - 2008016655

14547

November 4, 2020

Water Utility Easement

Owner: Rogers Joint Revocable Trust
Address: 1500 E. Bus Loop 70
Deed: book 3792 page 181

A strip of land, 10 (Ten) feet wide, located in the northwest quarter of Section 7 T48N R12W, Boone County, Missouri, being part of the tract described by quit-claim deed recorded in book 3792 page 181, also being part of Tract 3 of the survey recorded in book 764 page 646, further described as follows:

Beginning at northwest corner of Tract 3 of the survey recorded in book 764 page 646, thence along the north line of said tract, S 89°12'20"E 131.91 feet to the east line of said tract; thence along said line, S 19°38'40"E 10.67 feet; thence leaving said line, N 89°12'20"W 135.66 feet to the west line of said tract; thence along said line, N 0°55'20"E 10.00 feet to the beginning, and containing 1,338 square feet of 0.30 acres.

11/4/2020



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

FREDERICK E. CARROZ III
PROFESSIONAL LAND SURVEYOR
PLS - 2008016655

SCALE: 1" = 30'



BUSINESS LOOP 70

S 89°12'20"E 131.91'

10' WATER EASEMENT

N 89°12'20"W 135.66'

S 19°38'40"E
10.67'

N 0°55'20"E
10.00'

OWNER: HARTLET GARRARD BANKS ROGERS
& KIMBERLY ROGERS

QUIT CLAIM DEED IN
BOOK 3792 PAGE 181

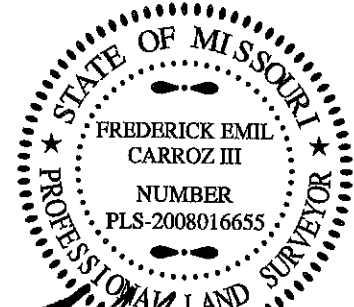
TRACT 2
SURVEY IN

BOOK 764 PAGE 646

TRACT 3

1500 E. BUSINESS LOOP 70

11/4/2020



FREDERICK E. CARROZ III
PROFESSIONAL LAND SURVEYOR
PLS - 2008016655

Engineering Surveys & Services

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

14547