

THE ABOVE SPACE FOR RECORDERS USE ONLY

EASEMENT

Boone Electric Cooperative Work Order # _____ Date: _____

KNOW ALL MEN BY THESE PRESENTS, that on this ____ day of November, 2021, I/we, CITY OF COLUMBIA, the undersigned, whether one or more, (hereinafter called “**Grantor**”), for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, remise, convey and confirm unto Boone Electric Cooperative, a Missouri rural electric cooperative, whose address is 1413 Rangeline St, Columbia, Missouri, 65201, (hereinafter called “**Grantee**”) and to its successors and assigns, a perpetual easement for the purposes set forth herein and to enter upon the lands of the undersigned, situated in the County of Boone, State of Missouri, and more particularly described as follows, the “Easement Area”:

See attached Exhibit A containing Legal Description, incorporated herein by reference

And to thereon place, replace, construct, reconstruct, relocate, modify, patrol, repair, operate and maintain, either above ground or underground or a combination of both, in place as of even date herewith or subsequently built, electric and/or communication systems of one or more circuits and all necessary appurtenances and equipment for the distribution and transmission of electrical energy and/or communication data or information of any type whatsoever, to and across the above described lands of the undersigned.

Excepting the right of ingress and egress as set forth herein, the activities of Grantee shall be restricted to the Easement Area.

As currently constructed and/or upon completion of construction of the electric and/or communication systems within the Easement Area, the location of the easement granted herein, the burden, scope of use, and footprint of said easement shall be defined and fixed, except as otherwise provided for herein. Nothing set forth herein shall be deemed to limit Grantee’s right and ability to upgrade any portion of the electric and/or communication systems and other necessary appurtenances and equipment of any type in the future on, across and within the Easement Area so as to enable Grantee, its successors or assigns to furnish service to others, and within the Easement Area the right to increase or decrease the size, capacity of the electric and/or communication systems, type, number or location of necessary appurtenances and equipment, all as Grantee may deem necessary or advisable.

The Grantee covenants it will not conduct any activities that will have an adverse effect on the aeronautical use of the airport unless requested to do so by Grantor.

Grantee shall have full rights of ingress and egress to, from and over the above described lands, for the exercise of the rights herein granted; and to license, permit or otherwise agree to the joint use of the easement rights set

forth herein by assignment to any successor, wholly owned subsidiary or commercial communications business, without further consent of the Grantor. The undersigned agrees to keep the Easement Area clear of all future buildings, structures, water impoundments or obstructions that may interfere with the safe and reliable operation or maintenance of the electric and/or communication systems, except where permitted by Grantee. The undersigned furthermore agrees to advise and consult with Grantee in advance of any activities within the Easement Area that could threaten to damage or destroy the electric and/or communication systems or any associated equipment whether above or below the ground level. No delay in exercising any or all of the rights granted herein to Grantee shall be interpreted to be a surrender of any of the rights granted herein nor abandonment of the easement as granted.

The Grantee agrees to pay to the Grantor herein any reasonable damage to the real property of Grantor, caused by the repair, reconstruction, operation, or maintenance of Grantee’s electric and/or communication systems; provided that such claims for damage are presented in writing to Grantee within one (1) year from date of discovery of such damage, otherwise such claims shall be forever barred.

Grantor covenants that they are the fee owner(s) of the above described lands.

IN WITNESS WHEREOF, the undersigned have set their hands this ____ day of November, 2021.

CITY OF COLUMBIA, MISSOURI

By: _____
 John Glascock, City Manager

ATTEST:

 Sheela Amin, City Clerk

APPROVED AS TO FORM:

 Nancy Thompson, City Counselor

STATE OF MISSOURI)
) ss
 COUNTY OF BOONE)

On this ____ day of _____, 20____, before me appeared John Glascock, to me personally known, who, being by me duly sworn, did say that such person is the City Manager of the City of Columbia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the City Manager acknowledged this instrument to be the free act and deed of the City.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal, at my office in Columbia, Boone County, Missouri, the day and year last above written.

 Notary Public

My commission expires: _____.

OCTOBER 27, 2021

BOONE ELECTRIC COOPERATIVE EASEMENT

PROPERTY OWNER: CITY OF COLUMBIA

DEEDS: BOOK 606 PAGE 3 AND BOOK 365 PAGE 442

A STRIP OF LAND, 20 (TWENTY) FEET WIDE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 25 T47N R12W AND THE NORTHWEST QUARTER OF SECTION 30 T47N R11W, IN BOONE COUNTY, MISSOURI, GENERALLY DESCRIBED AS FOLLOWING THE DESCRIBED LINE:

STARTING AT THE SOUTHWEST CORNER OF TRACT 3 OF THE SURVEY RECORDED IN BOOK 5430 PAGE 3, THENCE ALONG THE SOUTHERLY LINE OF SAID TRACT, N 88°58'W 636 FEET; THENCE ALONG A CURVE TO THE RIGHT, A DISTANCE OF 299 FEET HAVING A RADIUS OF 603 FEET, THE CHORD BEING N 74°45'W 296 FEET; THENCE LEAVING SAID LINE S 29°27'W 17 FEET, TO THE BEGINNING.

FROM THE POINT OF BEGINNING, THENCE N 51°52'W 120 FEET; THENCE N 24°45'E 191 FEET; THENCE N 21°16'E 986 FEET; THENCE N 77°27'W 59 FEET; THENCE N 73°21'W 390 FEET; THENCE N 72°32'W 403 FEET; THENCE S 73°30'W 23 FEET; THENCE S 28°45'W 54 FEET, TO THE END OF THE LINE.

10/27/2021

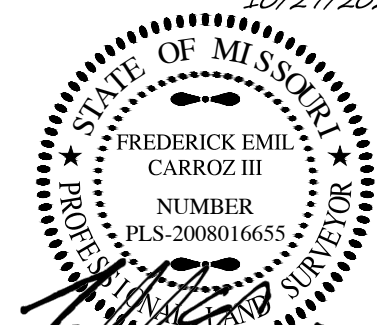


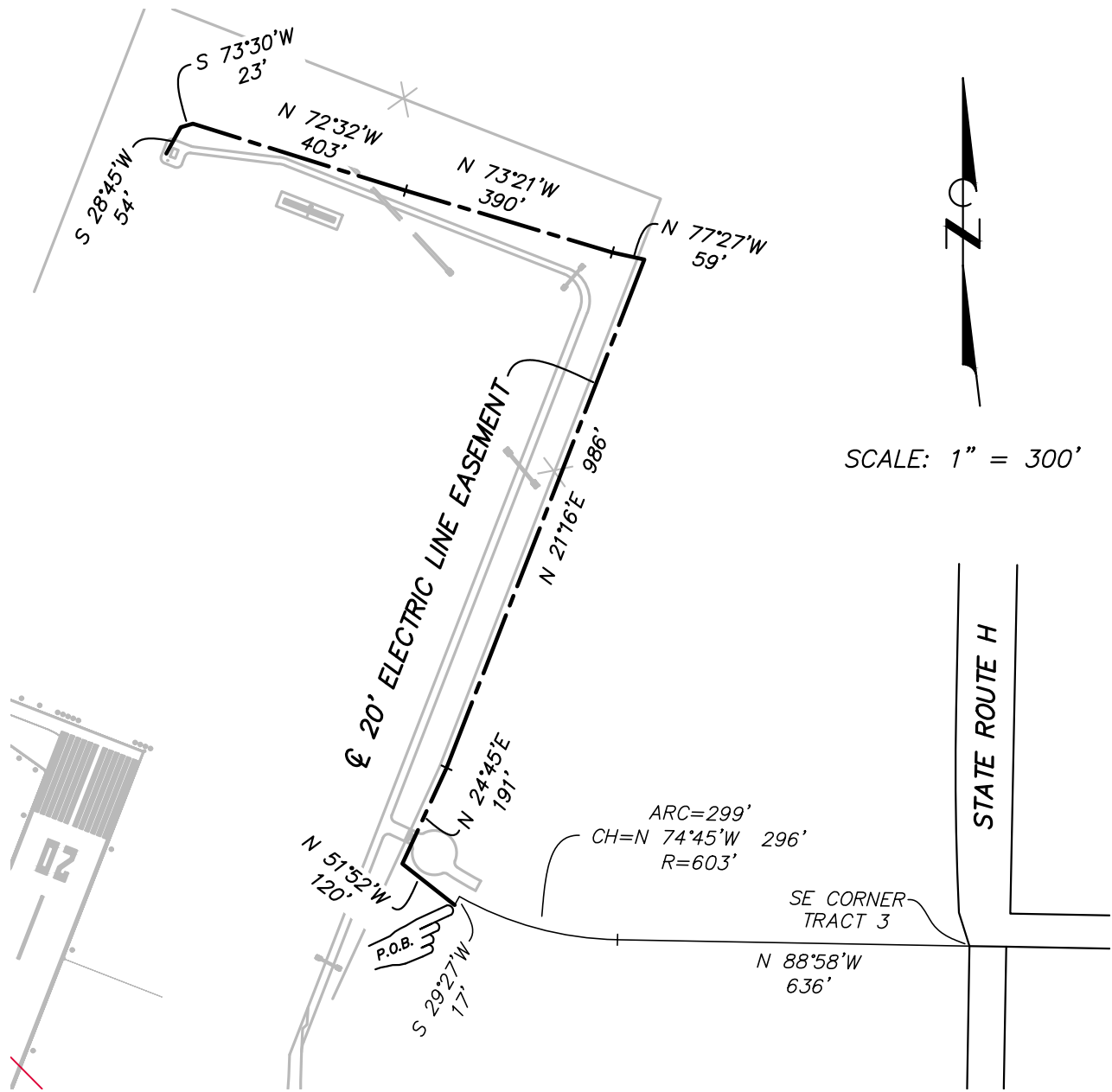
EXHIBIT "A"
SHEET 1 OF 2

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

15353



SCALE: 1" = 300'

10/27/2021



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