

CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BOONE COUNTY, MISSOURI

WATER LINE EASEMENT

THIS INDENTURE, made on the _____ day of _____, 2019, by and between the CITY OF COLUMBIA, Missouri, a municipal corporation in the State of Missouri, Grantor and CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1, of Boone County, Missouri organized under the laws of the State of Missouri, Grantee (Grantee's mailing address is 1500 North Seventh Street, Columbia MO 65201).

WITNESSETH:

For and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid and delivered by Consolidated Public Water Supply District No. 1 (CPWSD #1) of Boone County Missouri to the City of Columbia, Missouri, the receipt of which is hereby acknowledged. The City of Columbia, Missouri does hereby grant unto said Consolidated Public Water Supply District No. 1, its successors and assigns, an easement for the right, privilege, and authority to construct, operate, replace, repair and maintain water mains, and to initially and at all times thereafter erect, construct, install, lay, operate, survey, inspect, maintain, repair, rebuild, upgrade, replace, enlarge, remove and patrol on over or under said lands, and all appliances necessary in connection therewith, including but not limited to water meter pits, water meters, water meter yokes, water valves, air release valves, water pressure regulators, detection wires and fire hydrants, subject to the restrictions listed below, over, under, across, and upon the following described real estate, owned by Grantor, situated in the County of Boone, State of Missouri, to-wit:

Ordinance #: _____

LEGAL DESCRIPTION

THREE TRACTS OF LAND LOCATED IN THE NORTH HALF OF SECTION 30, TOWNSHIP 47 NORTH, RANGE 11 WEST, AND IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 47 NORTH, RANGE 11 WEST, IN BOONE COUNTY, MISSOURI, BEING PART OF THE TRACT DESCRIBED BY DEED RECORDED IN BOOK 4317 PAGE 39, AND DESCRIBED BY SURVEY RECORDED IN BOOK 4264 PAGE 2, AND ALSO PART OF THE TRACT DESCRIBED BY DEED RECORDED IN BOOK 606 PAGE 1, AND DESCRIBED BY SURVEY RECORDED IN BOOK 601 PAGE 306, RECORDS OF BOONE COUNTY, MISSOURI, FURTHER DESCRIBED AS FOLLOWS:

TRACT 1

STARTING AT THE NORTHWEST CORNER OF SECTION 30 T47N R11W, THENCE ALONG THE RANGE LINE, S 1°12'30"W 166.12 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, THENCE LEAVING THE RANGE LINE, N 66°33'00"E 114.73 FEET; THENCE N 66°53'00"E 37.32 FEET; THENCE N 22°33'00"E 105.06 FEET; THENCE N 23°07'00"W 355.67 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 660.00 FEET, A DISTANCE OF 85.26 FEET, THE CHORD BEING N 19°24'50"W 85.20 FEET TO THE RANGE LINE; THENCE ALONG THE RANGE LINE, N 1°12'30"E 87.68 FEET; THENCE LEAVING THE RANGE LINE, ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 640.00 FEET, A DISTANCE OF 166.80 FEET, THE CHORD BEING S 15°39'00"E 166.33 FEET; THENCE S 23°07'00"E 364.09 FEET; THENCE S 22°33'00"W 121.63 FEET; THENCE S 66°53'00"W 45.41 FEET; THENCE S 66°33'00"W 123.85 FEET TO THE SOUTHEAST CORNER OF SECTION 24-47-12; THENCE N 1°12'30"E 22.01 FEET TO THE POINT OF BEGINNING, AND CONTAINING 15,119 SQUARE FEET OR 0.35 ACRE.

TRACT 2

STARTING AT THE NORTHWEST CORNER OF SECTION 30 T47N R11W, THENCE ALONG THE RANGE LINE N 1°12'30"E 693.00 FEET TO THE NORTHWEST CORNER OF THE TRACT DESCRIBED BY SURVEY RECORDED IN BOOK 4264 PAGE 2; THENCE ALONG THE NORTHERLY LINE THEREOF, S 89°33'10"E 79.13 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, THENCE CONTINUING ALONG THE NORTHERLY LINE OF THE TRACT DESCRIBED BY SURVEY RECORDED IN BOOK 4264 PAGE 2, S 89°33'10"E 20.00 FEET; THENCE LEAVING SAID LINE, S 0°00'00"E 114.60 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 530.00 FEET, A DISTANCE OF 213.83 FEET, THE CHORD BEING S 11°33'30"E 212.38 FEET; THENCE S 23°07'00"E 356.65 FEET; THENCE S 63°54'40"E 135.28 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 670.00 FEET, A DISTANCE OF 1138.20 FEET, THE CHORD BEING S 57°27'30"E 1006.19 FEET TO THE EAST LINE OF THE TRACT DESCRIBED BY SURVEY RECORDED IN BOOK 4264 PAGE 2; THENCE ALONG SAID LINE, S 1°08'10"W 115.93 FEET; THENCE LEAVING SAID LINE, N 8°48'00"W 114.28 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 650.00 FEET, A DISTANCE OF 1111.81 FEET, THE CHORD BEING N 57°48'00"W 981.15 FEET; THENCE N 63°54'40"W 150.51 FEET; THENCE N 23°07'00"W 364.09 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 550.00 FEET, A DISTANCE OF 221.89 FEET, THE CHORD BEING N 11°33'30"W 220.39 FEET; THENCE N 0°00'00"W 114.76 FEET TO THE POINT OF BEGINNING, AND CONTAINING 40,359 SQUARE FEET OR 0.93 ACRE.

TRACT 3

STARTING AT THE NORTHWEST CORNER OF SECTION 30 T47N R11W, THENCE ALONG THE SECTION LINE, S 89°46'40"E 1277.09 FEET TO THE EAST LINE OF THE TRACT DESCRIBED BY SURVEY RECORDED IN BOOK 4264 PAGE 2; THENCE ALONG SAID LINE, S 1°08'10"W 1478.97 FEET TO A POINT ON THE NORTH LINE OF THE TRACT DESCRIBED BY SURVEY RECORDED IN BOOK 601 PAGE 306, THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, THENCE ALONG THE NORTH LINE OF THE TRACT DESCRIBED BY SURVEY RECORDED IN BOOK 601 PAGE 306, N 89°28'50"E 20.01 FEET; THENCE LEAVING SAID LINE, S 1°08'10"W 548.44 FEET TO THE SOUTHEASTERLY LINE OF SAID TRACT; THENCE ALONG SAID LINE, S 21°15'10"W 58.16 FEET; THENCE LEAVING SAID LINE, N 1°08'10"E 602.48 FEET TO THE POINT OF BEGINNING, AND CONTAINING 11,510 SQUARE FEET OR 0.26 ACRE.

(Said Easement Land is shown by **Exhibit A**, which is attached to this Grant of Easement and is incorporated into this Grant of Easement by Reference.)

This grant includes the right of the Consolidated Public Water Supply District No. 1, its officers, agents,

and employees, to enter upon said real estate at any time, consistent with the terms this easement, 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 CPWSD #1, may endanger the safety of or interfere with the operation and maintenance of said CPWSD #1's facilities;

The Grantor warrants, 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 easement and it will defend the Grant of Easement.

The GRANTEE acknowledges this easement area is located in close proximity to the Columbia Regional Airport and therefore is subject to specific Federal and State rules and regulations established for the safety and security of the airport and Grantee shall comply with all such rules and regulations in the exercise of this easement.

The GRANTEE, its lessees, assigns, or employees prior to entering upon lands of the GRANTOR for the purposes set out in this easement shall obtain the prior written approval of the office of the Manager of Columbia Regional Airport, which approval shall not be unreasonably withheld.

The GRANTEE shall not permit any maintenance or construction equipment which would encroach into restricted airspace of clear zones, approach slopes, runway and taxiway, or safety areas to enter upon or be used upon lands of the GRANTOR without such prior written approval of the office of the Manager of Columbia Regional Airport; provided, however, that such prior approval shall not be necessary when an emergency condition exists and immediate action by the GRANTEE is necessary to protect the public health. When an emergency situation exists, the ingress and egress of the GRANTEE, its lessees or assigns, shall be coordinated with the airport management.

The GRANTEE shall not construct nor permit to stand above ground level on said easement area any building, structure, poles or other objects, manmade or natural, to a height in excess of Federal Aviation Regulation (FAR) Part 77 surfaces, based upon current runways or future runways which may be constructed.

The GRANTEE shall file a notice consistent with the requirement of FAR Part 77 (FAA Form NO. 7460-1) prior to constructing any maintenance or improvement within said easement area.

Grantor, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including at the location of the easement granted herein; this right to develop and improve includes the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Grantee from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of Grantor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

In the event Grantor requires the easement premises for expansion, improvements, development of the Airport, Grantor reserves the right, on a six (6) months' notice, to relocate or replace the Grantee's improvements in substantially similar form at another generally comparable location on the Airport property. In the event of such relocation or replacement, Grantor agrees to reimburse Grantee for costs incurred in moving its equipment and operations to a new location.

IN WITNESS WHEREOF, the said City of Columbia has caused these presents to be signed by its City Manager the day and year first above written.

City of Columbia, Missouri

By: _____
John Glascock, Interim City Manager

Attest:

Sheela Amin, City Clerk

Approved as to form:

Nancy Thompson, City Counselor *JM*

STATE OF Missouri)
)ss.
COUNTY OF Boone)

On this _____ day of _____ in the year 2019, before me, a Notary Public in and for said state, personally appeared, John Glascock, who being by me duly sworn, acknowledged that he is the City Manager of the City of Columbia, Missouri, and that said instrument was signed in behalf of said municipal corporation 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 by said corporation 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.

My commission expires: _____.

Notary Public

CITY OF COLUMBIA

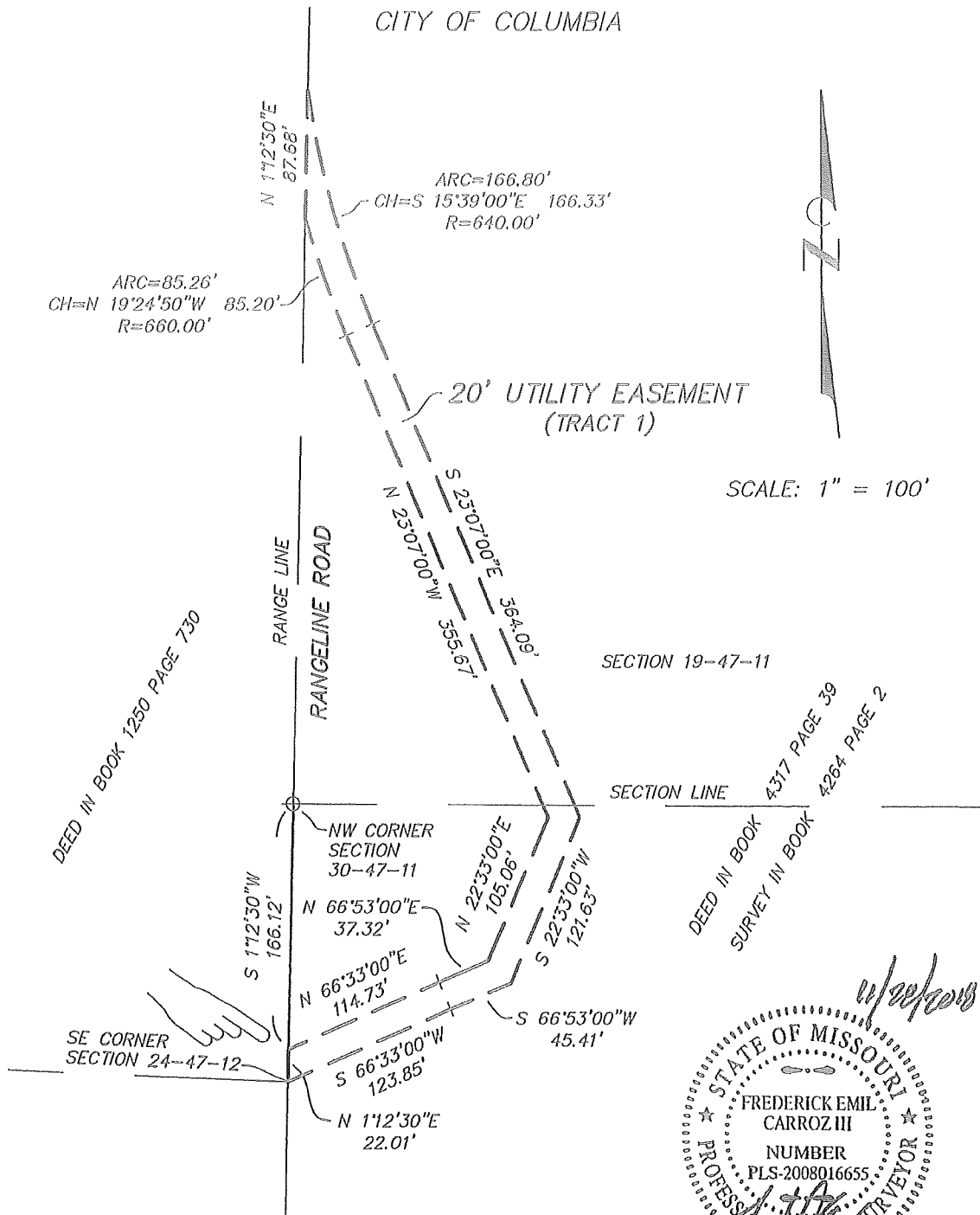


EXHIBIT "A"

Engineering Surveys & Services

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

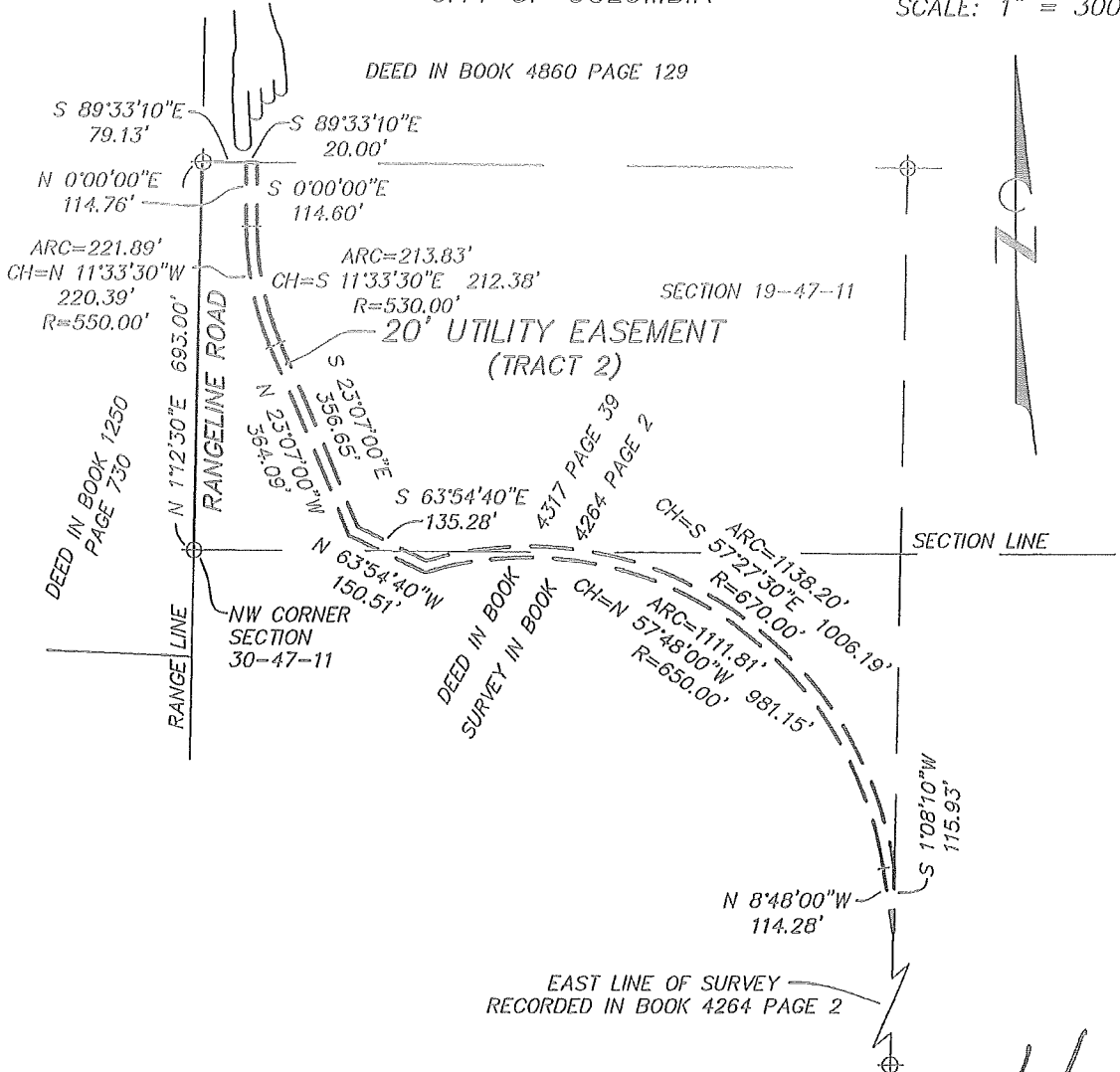
11/22/2018

STATE OF MISSOURI
 ★ FREDERICK EMIL CARROZ III ★
 NUMBER PLS-2008016655
 PROFESSIONAL LAND SURVEYOR

[Signature]
 FREDERICK E. CARROZ III
 PROFESSIONAL LAND SURVEYOR
 PLS - 2008016655

CITY OF COLUMBIA

SCALE: 1" = 300'



1/20/2008

STATE OF MISSOURI
 FREDERICK EMIL CARROZ III
 NUMBER PLS-2008016655
 PROFESSIONAL LAND SURVEYOR

[Signature]

FREDERICK E. CARROZ III
 PROFESSIONAL LAND SURVEYOR
 PLS - 2008016655

EXHIBIT "A"

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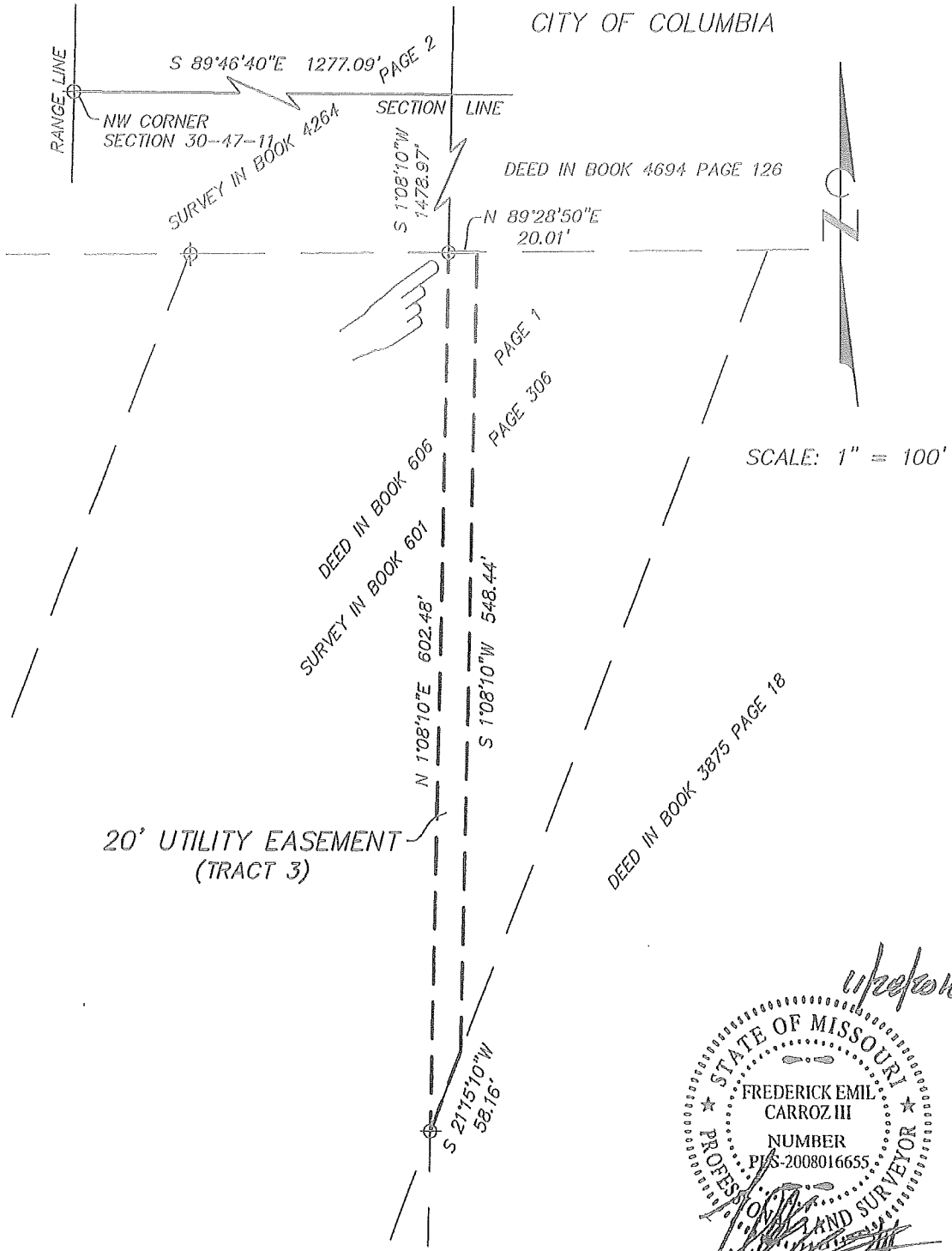


EXHIBIT "A"

Engineering Surveys & Services
 1113 Fay Street, Columbia, Missouri 65201
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 Missouri Land Surveying Corporation # 2004004672

1/16/2018

STATE OF MISSOURI
 FREDERICK EMIL CARROZ III
 NUMBER PLS-2008016655
 PROFESSIONAL LAND SURVEYOR

[Signature]
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 PROFESSIONAL LAND SURVEYOR
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