

WATERLINE REPLACEMENT/RELOCATION CONTRACT
(Intersection Improvement Project @ Nifong Blvd. & Sinclair RD and Vawter School RD & Mill Creek RD)

THIS CONTRACT, made and entered into this ____ day of _____, 2019, by and between the CITY OF COLUMBIA, MISSOURI, a municipal corporation, hereinafter called "CITY," and CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BOONE COUNTY, MISSOURI, a Missouri public corporation, hereinafter called "DISTRICT:"

WITNESSETH:

WHEREAS, the CITY has prepared plans for Intersection Improvements to be made in the Nifong Boulevard & Sinclair Road and Vawter School Road & Mill Creek Road Intersection right-of-way (herein "Intersection Improvements"); and

WHEREAS, in connection with the aforesaid Intersection Improvements the parties desire to agree to the provisions contained herein in regard to replacing, relocating and abandoning portions of the existing waterlines of the DISTRICT; and

WHEREAS, the CITY has, at its expense caused the Work that will be required for the Relocation of the District's Water Lines ("the Work") as such Relocation will be required by the Intersection Improvements, to be designed and engineered by Bartlett & West Engineers, who were retained by the CITY, and the Plans for such Relocation Work, as prepared by such engineers, are annexed to this Agreement as Exhibit A and are incorporated into this Agreement by reference; and

WHEREAS, the Relocation of the DISTRICT'S Water Lines will require that such Water Lines be relocated to new Utility Easements which must be acquired from those private property owners who are shown as the Grantors on those grants of Easements which are annexed to this Agreement as Exhibits C, D, E, F and G, and the CITY shall, therefore, be required to acquire, by such processes as are necessary to acquire same, those Easements which are attached to this Agreement as Exhibits C, D, E, F, and G in order that the DISTRICT'S WATER LINES can be Relocated to the land within the boundaries of such Easements, which shall be recorded by the CITY, and shall remain in effect as permanent Easements for the DISTRICT'S Water Lines, as Relocated; and

WHEREAS, the City and the DISTRICT (the "Parties"), accordingly, enter into this Agreement,

NOW, THEREFORE, in view of the foregoing recitals and consideration of the respective covenants of the Parties hereinafter set forth, the Parties do hereby mutual contract, promise, covenant and agree as follows:

1. CITY'S DUTIES IN CONNECTION WITH WATERLINE REPLACEMENT AND RELOCATION: CITY shall, as a part of the work for the making of the Intersection Improvements, at the CITY'S cost and expense, do the following:

- a) Provide and pay for Bartlett and West's Engineers, design and plans for the Relocation and Replacement of the DISTRICT Water Lines, which are attached to this Agreement as Exhibit A and are incorporated into this Agreement by reference;
- b) Cause the DISTRICT'S Water Lines to be relocated, replaced and installed in conformity with the Bartlett and West plans attached hereto as Exhibit "A" and incorporated herein, and the Water Distribution Specifications attached hereto as Exhibit "B" and incorporated herein by reference;
- c) Cause a Contractor approved by the DISTRICT to perform all work ("the Work") for the Relocation and Replacement of all of the DISTRICT'S Water Lines which are shown and described on Exhibit A (collectively, "Water Lines") and other water service facilities, which are shown on Exhibit A, in conformity with, and as described in the plans, Exhibit A to this Agreement, and conformity with the Water Distribution Specifications and Typical Construction Details attached hereto as Exhibit "B" and made a part hereof;
- d) Before commencing the work for the Intersection Improvements and the Work for the Water line Relocation and Replacement, acquire from the property owners who are shown as Grantors on such Exhibits, those Easements for Utility Purposes, which are attached to this Agreement as Exhibits "C", "D", "E", "F", and "G" and record the same in the office of the Recorder of Deeds of Boone County, Missouri, it being agreed that DISTRICT'S Water Lines and related facilities shall be Relocated to land within the boundaries of such Easements and that DISTRICT shall thereafter have the perpetual easement and rights to locate, use, maintain, repair, replace and upgrade its Water Lines within such Easements, and that the CITY shall not, in any way, terminate or amend any of such Easements without DISTRICT'S written consent first obtained, with that such

Easements to continue in effect as Easements for the continued construction, location, use, maintenance, repair, replacement and upgrade of the DISTRICT'S Water Lines and all related water distribution facilities.

2. INSPECTION: CITY agrees to give to DISTRICT not less than seventy-two (72) hours prior written notice of CITY'S intention, or that of its Contractor to perform and of the Work for the Relocation and Replacement of DISTRICT's Water Lines and that the DISTRICT shall have the right to have a representative present to inspect the Work as it is being done.

3. REIMBURSEMENT OF DISTRICT'S COSTS: The CITY shall reimburse the DISTRICT for all of its attorney fees and other reasonable costs and expenses incurred by DISTRICT in connection with the negotiations for and preparation of this Agreement and all other matters which are referred to in this Agreement. The CITY shall pay said amount to DISTRICT upon being furnished by DISTRICT with an itemized list of said costs and expenses. The total amount of said costs and expenses shall not exceed the sum of \$5,000.00.

4. WATER SERVICE DISRUPTION: CITY agrees that in the performance of the work for the Intersection Improvements and the Work for the Relocation and Replacement of the DISTRICT'S Water Lines, all such work shall be performed in such a manner as to minimize the disruption of water service to the customers of the DISTRICT, to the extent reasonably practicable.

5. WATERLINE TESTING: DISTRICT will furnish water, as required, for the flushing and testing of the Water Lines, as required by the rules and regulations of the Missouri Department of Natural Resources.

6. OWNERSHIP: Upon Completion of the Work for the Relocation and Replacement of the District's Water Lines, all ownership of such Water Lines shall be transferred to or be deemed to be transferred to the DISTRICT, and shall become the property of, and be Water lines of the DISTRICT.

7. CORRECTIVE WORK: CITY shall promptly give DISTRICT written notice of the completion of the work for the Intersection Improvements and of the Work for Relocation and Replacement of the District's Water Lines. CITY shall, repair or replace at CITY'S expense any defective work or materials installed under this Contract which arise or become apparent within one (1) year after the completion of the aforesaid Intersection Improvements and in addition CITY shall perform such backfilling work, erosion control work and cleanup work which the DISTRICT determines is needed within one (1) year after the Intersection Improvements have been

completed. CITY agrees to indemnify and hold DISTRICT harmless from any loss or damage arising out of or resulting from the failure of the CITY to perform when due its obligations under this paragraph provided that DISTRICT notifies CITY of such loss or damage within one (1) year of completion of the Rangeline Intersection project.

8. ENFORCEMENT IN EQUITY: It is agreed that in the event of any controversy concerning the rights or obligations of the parties hereto under this contract, such rights or obligations may be enforceable in law or in equity, or both; provided however, such remedies shall be cumulative and not exclusive, and shall be in addition to any other remedies which the parties may have.

9. LITIGATION EXPENSES: In the event of any litigation between the parties in regard to the provisions of this contract, the prevailing party in said litigation shall have the right to recover from the other party all reasonable litigation expenses including a reasonable attorney fee.

10. JURISDICTION AND VENUE: The jurisdiction and venue of any dispute under the terms of this contract shall be in the Circuit Court of Boone County, Missouri.

11. SUCCESSORS AND ASSIGNS: This contract shall be binding upon the parties hereto and their successors and assigns.

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

CITY:

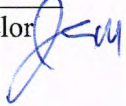
CITY OF COLUMBIA, MISSOURI

BY: _____
JOHN GLASCOCK, Interim City Manager

ATTEST:


SHEELA AMIN, City Clerk

APPROVED AS TO FORM:

NANCY THOMPSON, City Counselor 

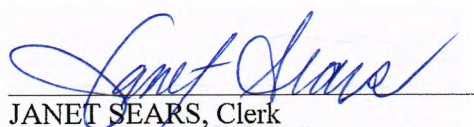
DISTRICT:

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

BY: 

JEROME GLASCOCK, President

ATTEST:



JANET SEARS, Clerk

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this _____ day of _____, 2019, before me appeared JOHN GLASCOCK, to be personally known, who, being by me duly sworn, did say that he is the Interim 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 my hand and affixed my official seal, at my office in Columbia, Missouri, the day and year first above written.

My commission expires: _____

Notary Public

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

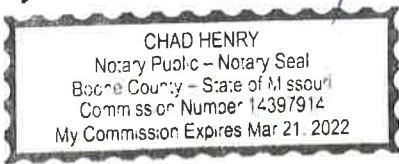
On this 21st day of February, 2019, before me appeared JEROME GLASCOCK, to me personally known, who, being by me duly sworn, did say that he is the President of CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BOONE COUNTY, MISSOURI, a Missouri public corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said President acknowledged said instrument to be the free act and deed of said corporation.

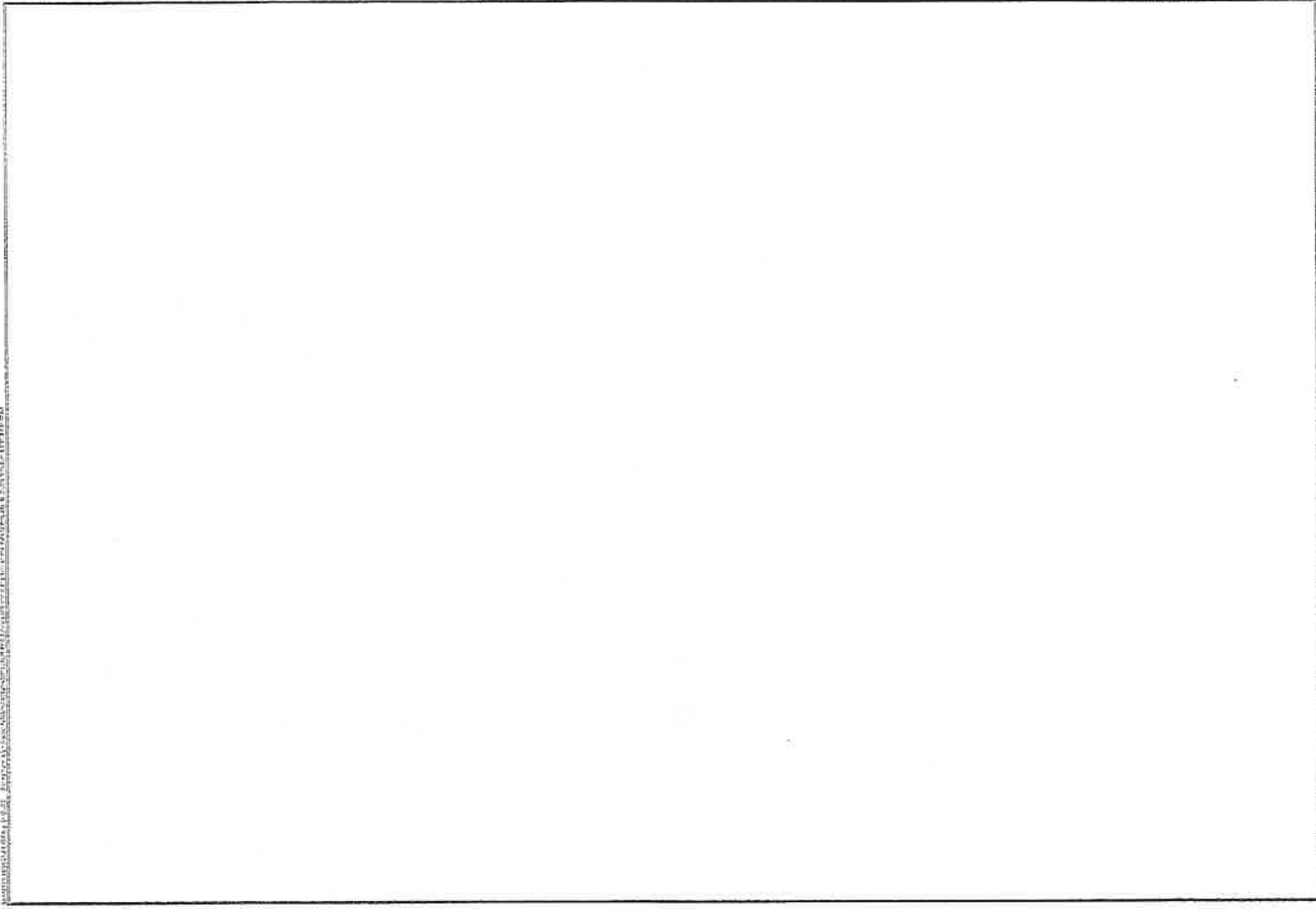
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, the day and year first above written.

My commission expires: 3-21-2022



Notary Public





City of Columbia, Missouri Department of Public Works		 <small> BRITTON & WEST ENGINEERS & ARCHITECTS 1000 WEST 10TH AVENUE SUITE 100 COLUMBIA, MISSOURI 65201-3000 TEL: 620-735-1100 FAX: 620-735-1101 WWW.BRITTONANDWEST.COM </small>	BRITTON & WEST NI FONG & SINCLAIR AND VAWTER SCHOOL & OLD MILL CREEK SUMMARY OF QUANTITIES	No. of Sheets 2 of XX
No. for construction		Date 11/17/2016	Scale AS SHOWN	Project 16107-000



EAST ROUNDABOUT
SCALE 1"=40'

DATE 02-04-2010 BY: [REDACTED] PROJECT: [REDACTED]

COORDINATE SYSTEM NOTES

1. HORIZONTAL COORDINATE SYSTEM OF 2011 MEASURE STATE
2. PLATE CONTROL POINTS, HANG UP
3. CONTROL POINTS ARE GIVEN BY HORIZONTAL STATE PLANT SYSTEM (2008/2009/2010)

HORIZONTAL CONTROL POINT TABLE

POINT NO.	POINT SET	POINT SET	POINT SET	POINT SET
PT 155	POINT SET	N: 1119884.27	E: 1076446.86	EL: 678.37
PT 151	POINT SET	N: 1120018.07	E: 1076992.93	EL: 678.37
PT 153	POINT SET	N: 1120712.03	E: 1077113.12	EL: 678.37
PT 156	POINT SET	N: 1120374.04	E: 1077076.87	EL: 678.37

Diagram 1: Control point PT 155. A circular symbol with 'CP #155' in the center. Lines radiate from the center to 'POWER POLE' (top), 'POWER POLE' (bottom), 'LIGHT POLE' (left), and 'LIGHT POLE' (right).

Diagram 2: Control point PT 151. A circular symbol with 'CP #151' in the center. Lines radiate from the center to 'POWER POLE' (top), 'POWER POLE' (bottom), 'LIGHT POLE' (left), and 'LIGHT POLE' (right).

Diagram 3: Control point PT 153. A circular symbol with 'CP #153' in the center. Lines radiate from the center to 'POWER POLE' (top), 'FLASHING SPEED LIGHT SIGN' (right), and 'NOV CORNER OF ISLET' (bottom).

Diagram 4: Control point PT 156. A circular symbol with 'CP #156' in the center. Lines radiate from the center to 'POWER POLE' (top), 'POWER POLE' (bottom), and 'STOP SIGN' (right).

Project Information:

NIFONG & SINCLAIR AND LAWTOR SCHOOL & OLD MILL CREEK CONTROL POINTS EAST ROUNDABOUT

Bartlett West
SURVEYING & ENGINEERING
1000 WEST 10TH AVENUE, SUITE 100
DENVER, CO 80202

**City of Columbian, Missouri
Department of Public Works**

NOT FOR CONSTRUCTION

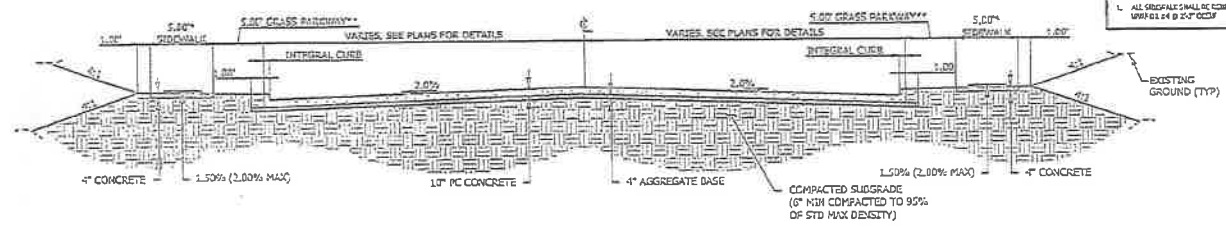
Proj. No.	14-127-450
Client	City of Columbian
Date	NOV 2010
Scale	1"=40'
Drawn	ISA
Check	ISA

Sheet
4 of 10

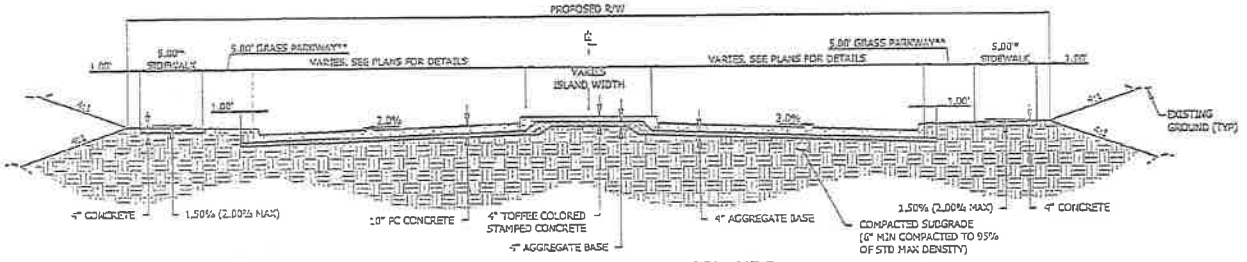
SEE CROSS SECTION FOR SPECIAL DIMENSIONS & FINISHES. IF NOT SHOWN, ASSUME STANDARD PRACTICES.

GENERAL NOTES

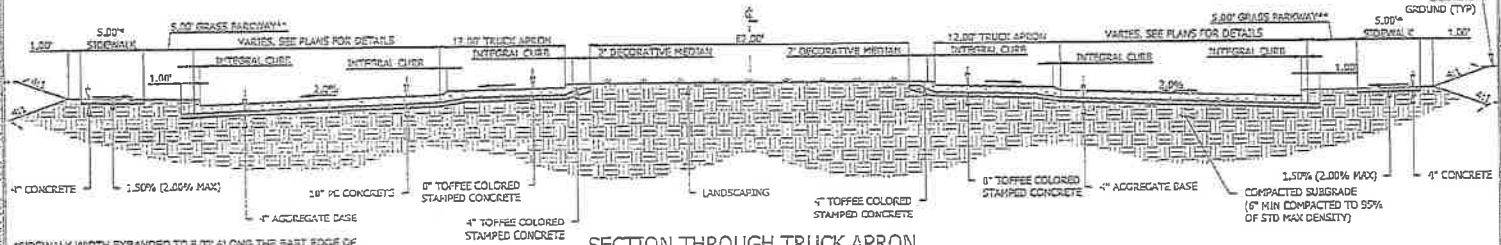
1. ALL GRADELINE WALLS TO BE CONCRETE WITH 6" x 6" x 4" WALL & 4" x 4" x 4" CORNER.



TYPICAL ROADWAY SECTION
NOT TO SCALE



SECTION THROUGH SPLITTER ISLANDS
NOT TO SCALE

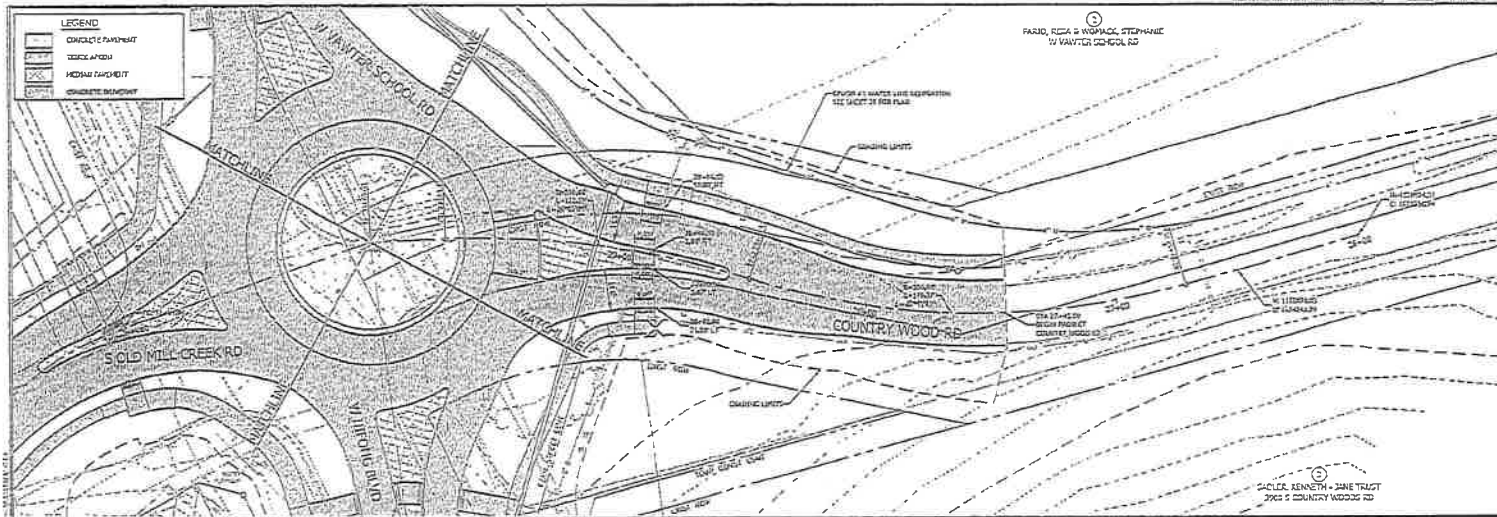


SECTION THROUGH TRUCK APRON
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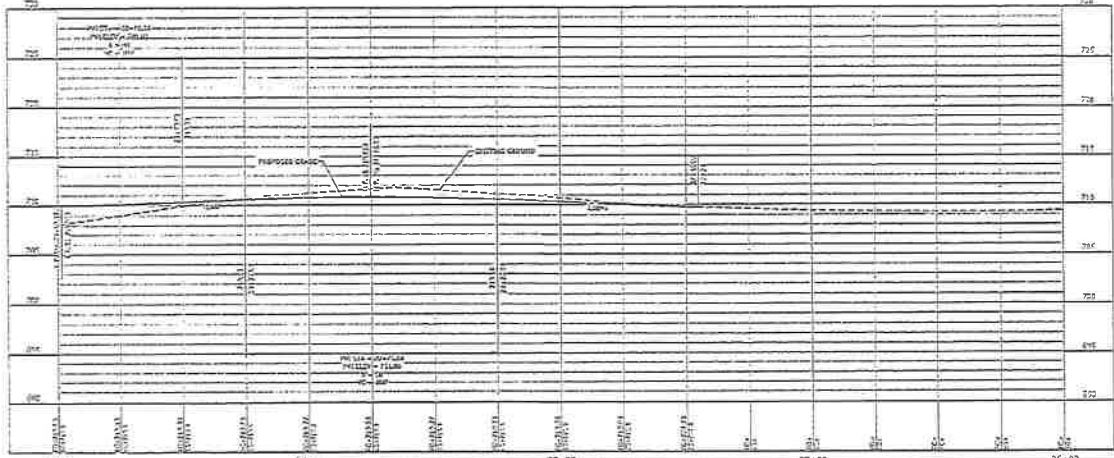
*SIDEWALK WIDTH EXPANDED TO 8.00' ALONG THE EAST EDGE OF THE PROJECT. SEE PLANS AND CROSS SECTIONS FOR DETAILS.
**GRASS PARKWAY WIDTH VARIES FOR FUTURE WIDENING. SEE PLANS AND CROSS SECTIONS FOR DETAILS.

**GRASS PARKWAY WIDTH VARIES FOR FUTURE WIDENING. SEE PLANS AND CROSS SECTIONS FOR DETAILS.

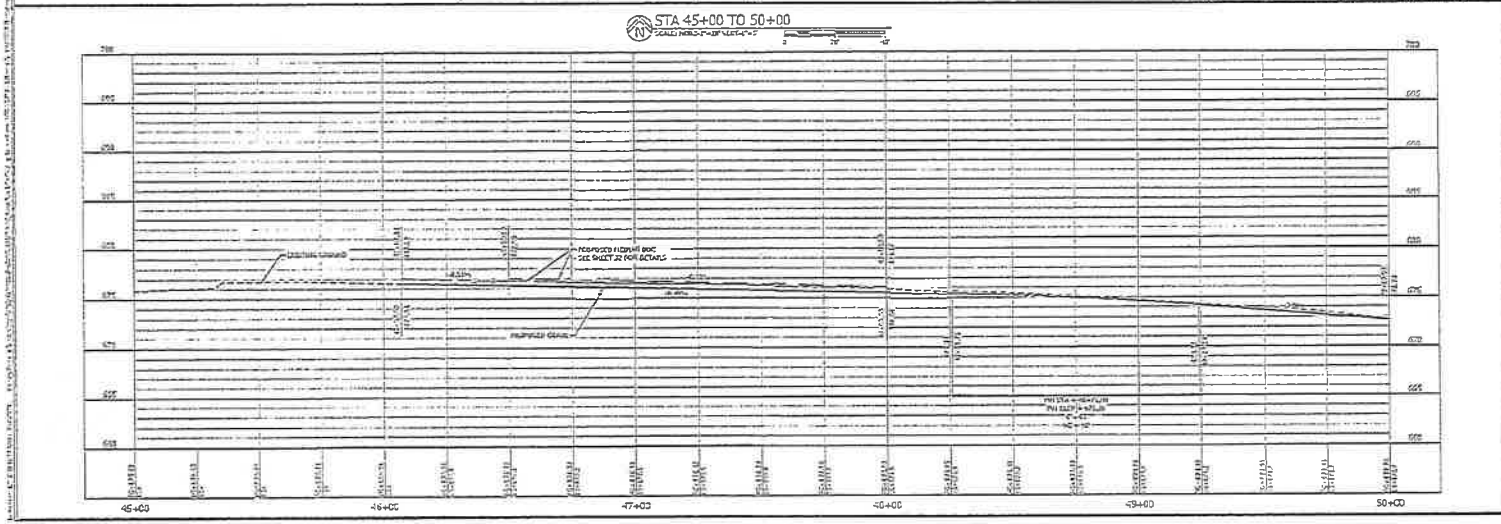
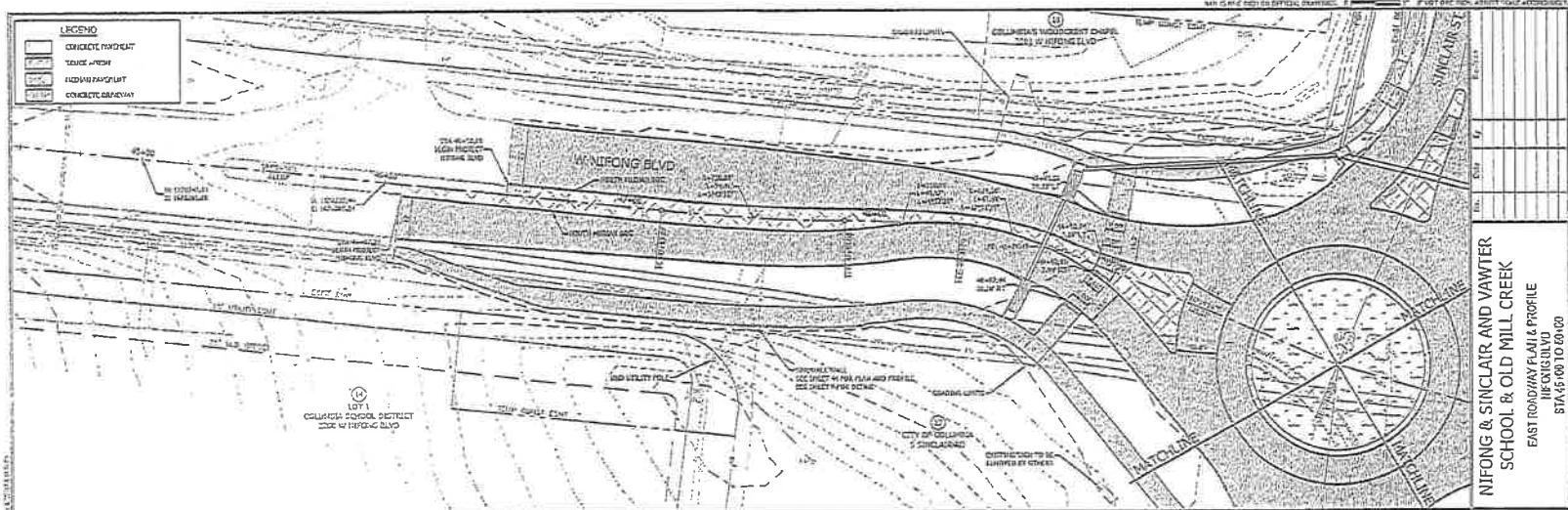
NIFONG & SINCLAIR AND VAWTER SCHOOL & OLD MILL CREEK TYPICAL SECTIONS ROAD & SPLITTER ISLANDS	10/1/17
	10/1/17
	10/1/17
Bartlett & West CIVIL ENGINEERING ARCHITECTURE 600 S. MAIN ST. SUITE 200 COLUMBIA, MISSOURI 65201	10/1/17
City of Columbia, Missouri Department of Public Works	10/1/17
NOT FOR CONSTRUCTION	10/1/17
Sheet 5 of XX	10/1/17



STA 25+00 TO 30+00
SCALE: 1/8"=1'-0" (VERTICAL)
SCALE: 1"=40' (HORIZONTAL)



<p>NOT FOR CONSTRUCTION</p>	
<p>City of Columbia, Missouri</p>	<p>Burlet & Most INCORPORATED CIVIL ENGINEERS 1001 EAST BROADWAY COLUMBIA, MISSOURI 65201 PH: 636.725.1100 FAX: 636.725.1101</p>
<p>Department of Public Works</p>	<p>NIFONG & SINCLAIR AND VAWWATER SCHOOL & OLD MILL CREEK WEST ROADWAY PAVEMENT PROFILE COUNTRY WOOD RD STATION 25+00 TO 30+00</p>
<p>Scale: 1"=40'</p> <p>Date: 05/11/11</p> <p>Drawn: J. W. WALKER</p> <p>Checked: J. W. WALKER</p> <p>Project No: 1101-11-01</p>	<p>Sheet: 12 of 12</p>



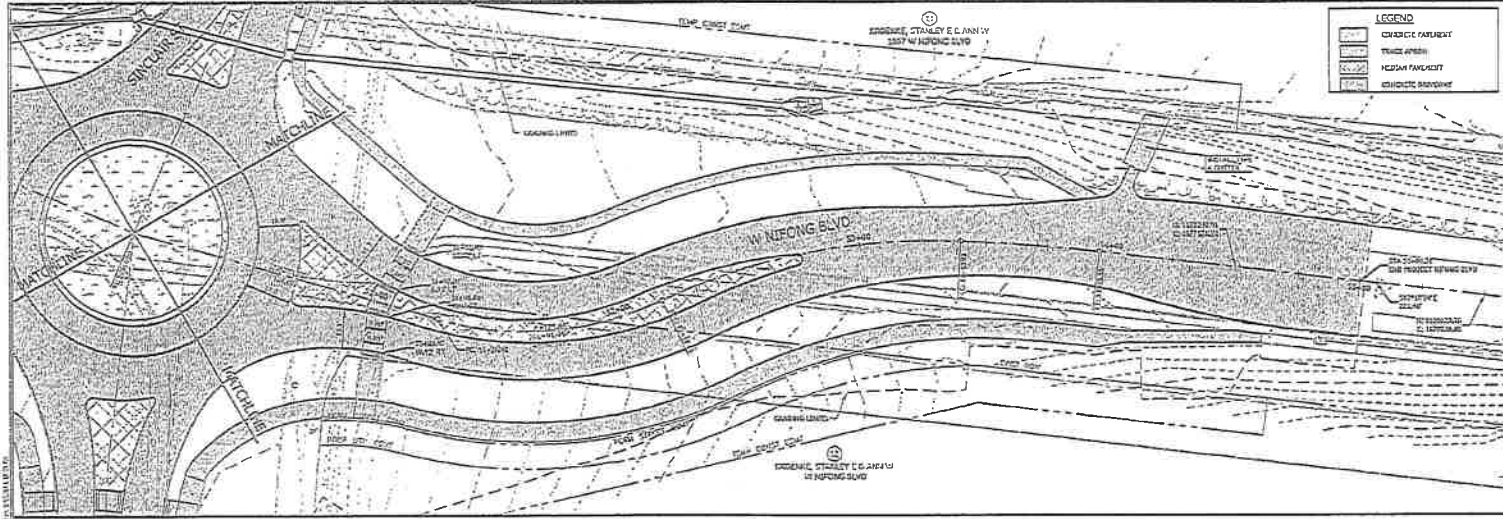
NOT FOR CONSTRUCTION

Project No.	16127-402
Scale	AS SHOWN
Date	04/02/16
Sheet	22 of 22

City of Columbia,
A Missouri
Department of
Public Works

Bartlett & West
INCORPORATED
1000 WASHINGTON AVENUE
COLUMBIA, MISSOURI 65201
TEL: 636.336.0000

**NIFONG & SINCLAIR AND VAWTER
SCHOOL & OLD MILL CREEK
EAST ROADWAY PLANS PROFILE
STA 45+00 TO 50+00**

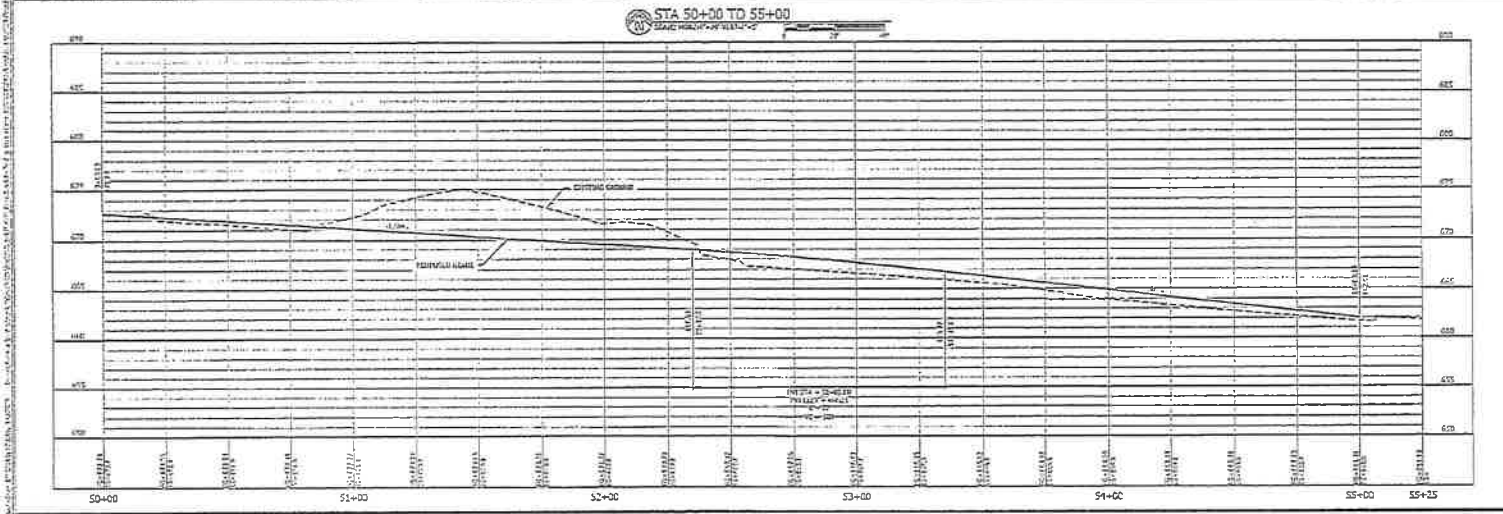


LEGEND

[Symbol]	CONCRETE PAVEMENT
[Symbol]	TEMP. ASPHALT
[Symbol]	ASPHALT PAVEMENT
[Symbol]	EXISTING SIDEWALK

Project	
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Checked by	
Approved by	

NIFONG & SINCLAIR AND VAWTIER SCHOOL & OLD MILL CREEK
 EAST ROADWAY PLAN & PROFILE
 NIFONG BLVD
 STA 50+00 TO 55+00



STA 50+00 TO 55+00
 EAST ROADWAY PROFILE

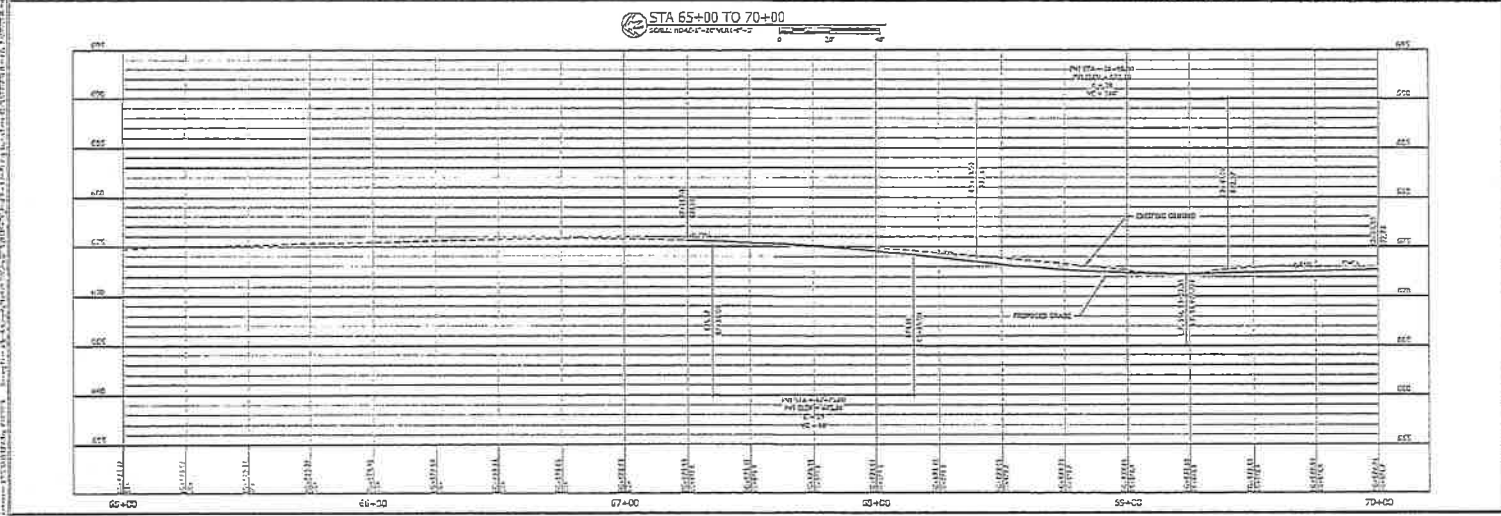
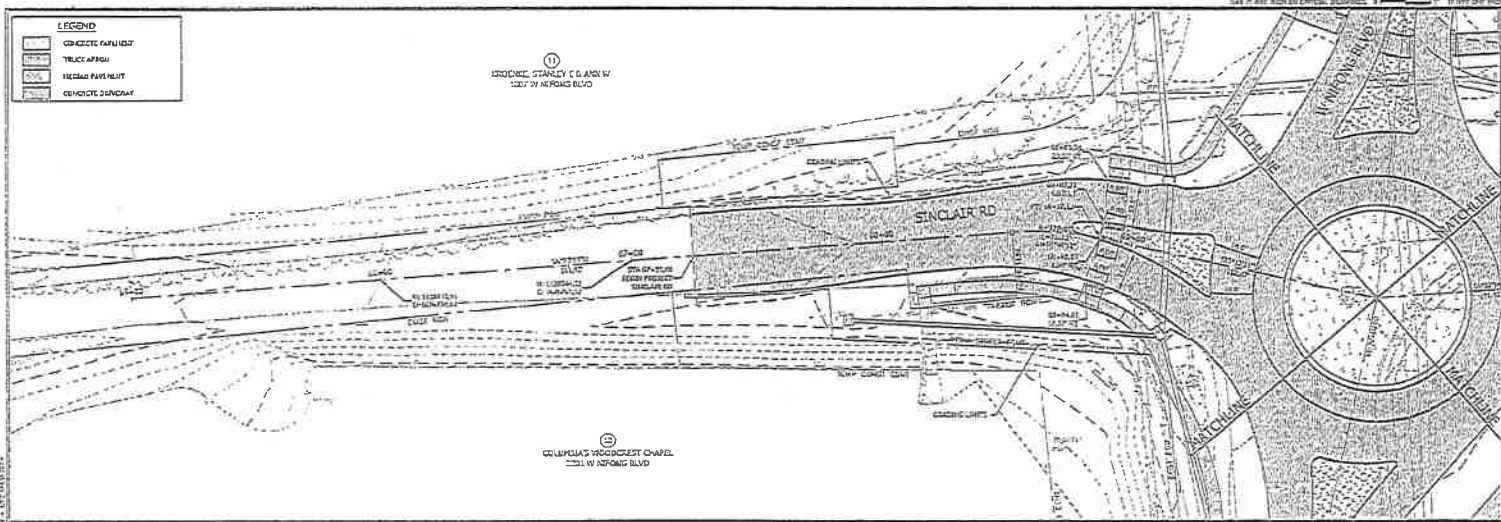
Bartlett & West
 ENGINEERS & ARCHITECTS
 1000 BROADWAY, SUITE 1000
 COLUMBIA, MISSOURI 64102

City of Columbia, Missouri
 Department of Public Works

NOT FOR CONSTRUCTION

Project	15127-000
Sheet	23 of 23
Date	08/2015
Drawn by	[Signature]
Checked by	[Signature]
Approved by	[Signature]

Sheet 23 of XX



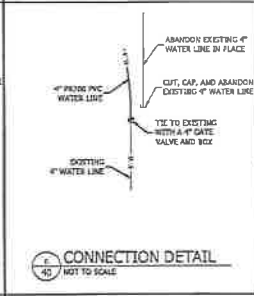
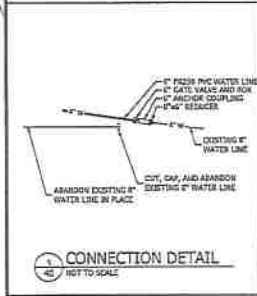
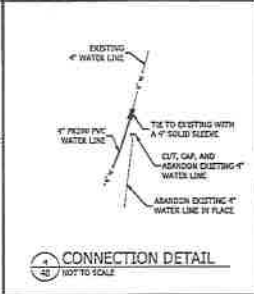
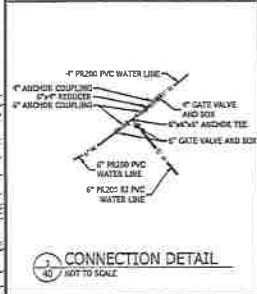
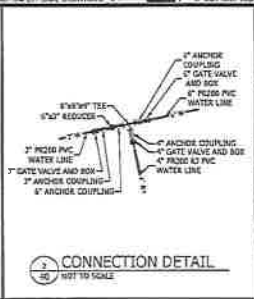
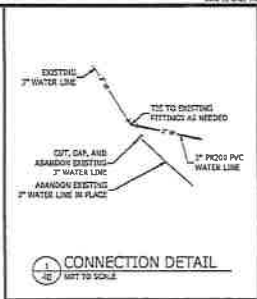
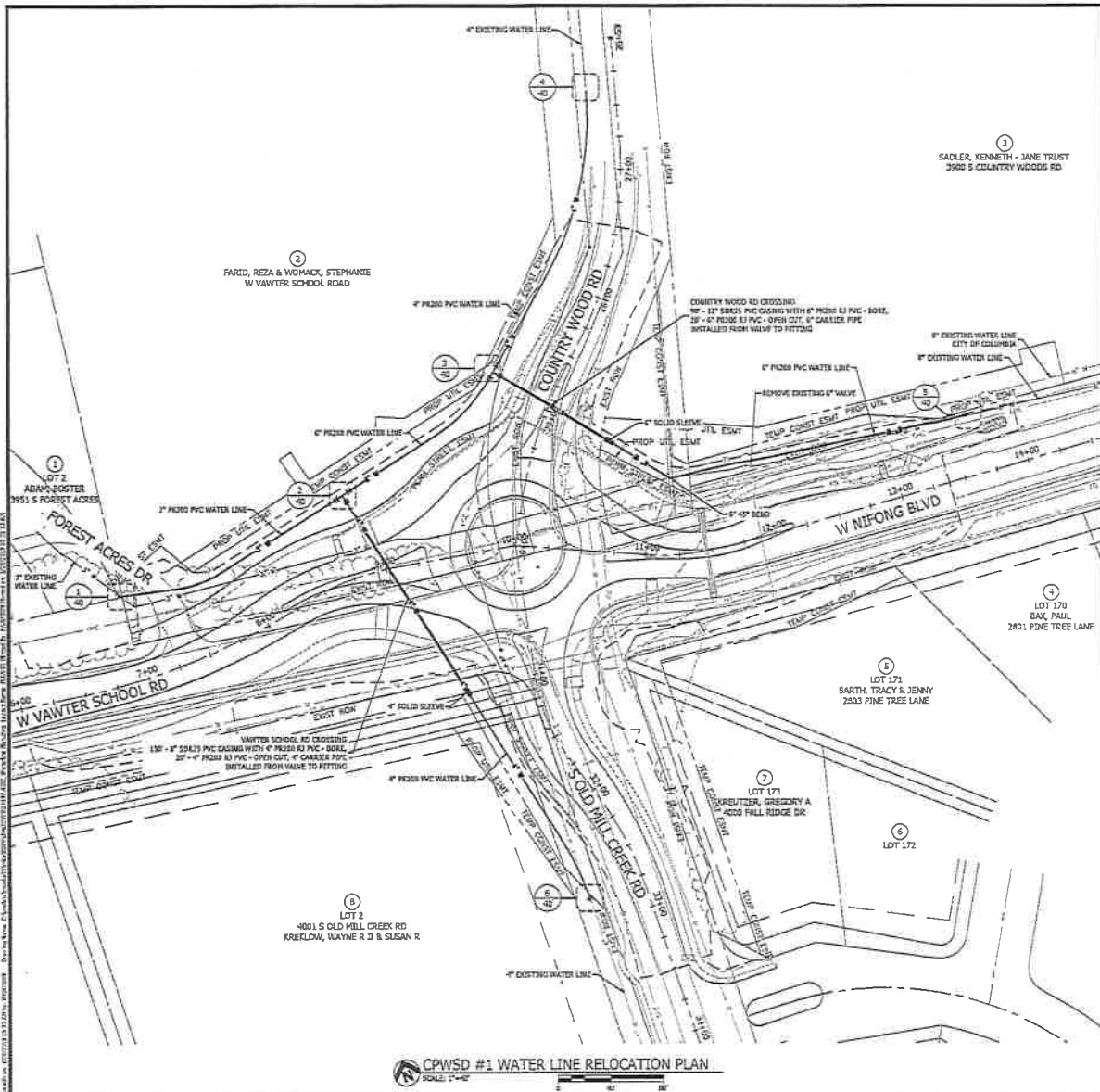
Hartliff & Mast
 ENGINEERS AND ARCHITECTS
 1001 N. BROADWAY, SUITE 100
 COLUMBIA, MISSOURI 65201
 TEL: 636-733-1111
 FAX: 636-733-1112

City of Columbia, Missouri
 Department of Public Works

NOT FOR CONSTRUCTION

Sheet
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NIFONG & SINCLAIR AND VAWTER SCHOOL & OLD MILL CREEK
 EAST ROADWAY PLANS PROFILE
 SINCLAIR STREET
 STA 65+00 TO 70+00



No.	Date	By	Revision

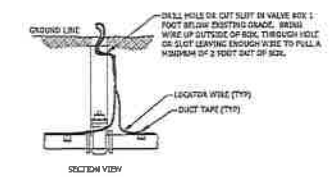
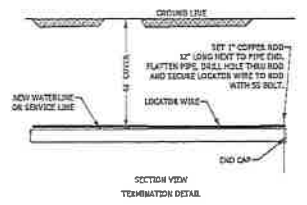
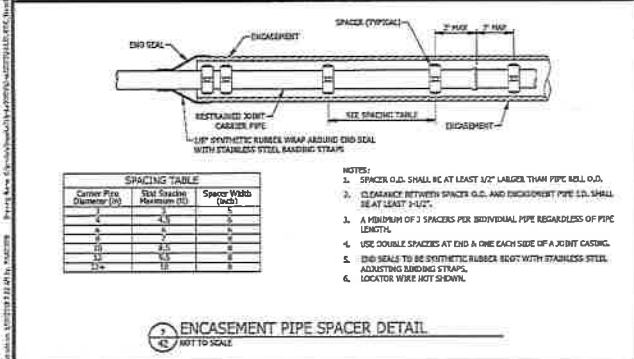
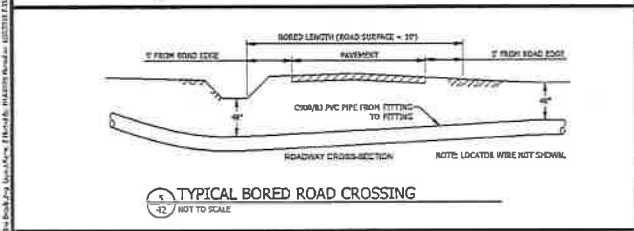
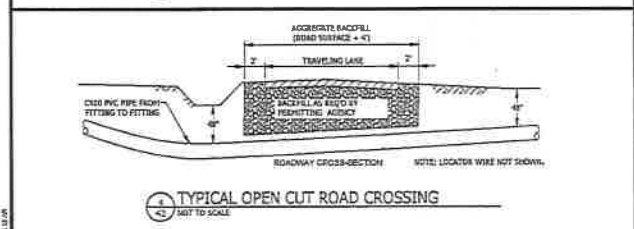
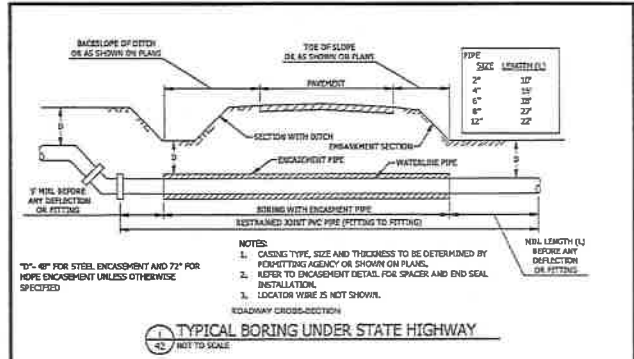
NIFONG & SINCLAIR AND VAWTER SCHOOL & OLD MILL CREEK CPWSD #1 WATER LINE RELOCATION PLAN WEST ROUNDABOUT

Bartlett & West
City of Columbia, Missouri
Department of Public Works

NOT FOR CONSTRUCTION

File No. 18137-400
Scale: AS NOTED
Date: NOV 2018
Des: JML
Dwn: WSK
Ckch: ESK

Sheet
40 of XX



- LOCATOR WIRE NOTES:**
- LOCATOR WIRE TO BE PE-45 SOLID COPPER WIRE WITH BLUE INSULATION AS MANUFACTURED BY US-TECH WIRE COMPANY.
 - DUCT TAPE LOCATOR WIRE TO TOP OF PIPE ON EACH SIDE OF BELL AND ONE IN THE MIDDLE OF THE PIPE.
 - AT ALL ENDS OF WATER LINES, THE LOCATOR WIRE SHALL BE EXTENDED 2' ABOVE THE TOP OF THE GROUND AND BE ACCESSIBLE; THESE SHALL BE NO MORE THAN ONE SPlice BETWEEN ACCESS POINTS AT VALVES.
 - TWO SETS OF LOCATOR WIRE SHALL BE INSTALLED ON PIPE AT ALL BORINGS UNDER HIGHWAYS, AND CREEKS, OR AT ADDITIONAL LOCATIONS AS SHOWN ON THE PLANS.
 - DO NOT WRAPE WIRE AROUND BOLTS, NUTS, ETC.
 - SPlice LOCATOR WIRE USING SPLICING KIT JM D&B. DUCT TAPE LOCATOR WIRE TO PIPE OR EACH END OF THE SPlice.
 - WHERE CALLED FOR ON THE PLANS FOR A SPlice BOX, THE SPlice BOX SHALL BE IDENTICAL TO A VALVE BOX ASER AND LID WITH THE INSTALLATION OF THE WIRE IDENTICAL TO THAT IN A VALVE BOX.
 - LOCATOR WIRE INSTALLATION CONTINUITY SHALL BE WARRANTED UNDER THE SAME 1 YEAR PIPE AND WORKMANSHIP WARRANTY.

6 LOCATOR WIRE DETAILS
NOT TO SCALE

REVISION	
DATE	
BY	
APP'D	

NIFONG & SINCLAIR AND VAWTER SCHOOL & OLD MILL CREEK CPWSD #1 WATER LINE CONSTRUCTION DETAILS

Bartlett & West
1114 W. BENTLEY ST., SUITE 103
ST. LOUIS, MO 63105
PHONE: 314.433.1111
FAX: 314.433.1112
WWW.BARTLETTWEST.COM

City of Columbia, Missouri
Department of Public Works

NOT FOR CONSTRUCTION

File No. 18127-400
Scale: AS NOTED
Date: NOV 2018
Des: MWA
Cnk: TSC

Sheet 42 of XX

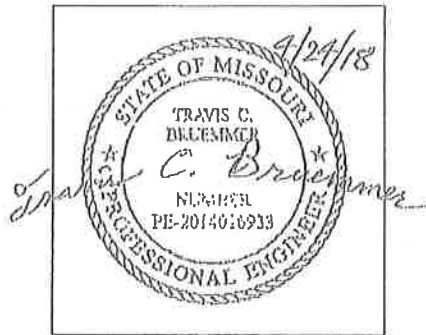
STANDARD SPECIFICATIONS AND DETAILS

FOR

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

PREPARED BY

BARTLETT & WEST, INC.
CERTIFICATE OF AUTHORITY NO. 000167-ENGINEERING
1719 SOUTHRIDGE DRIVE, SUITE 100
JEFFERSON CITY, MO 65109



TRAVIS C. BRUEMMER, P.E.
LICENSE NO. PE-2014016933

APRIL 2018

EXHIBIT "B"

EASEMENT FOR UTILITY PURPOSES

KNOW ALL PERSONS BY THESE PRESENTS:

THAT THE UNDERSIGNED Country Woods Home Owners Association, Inc., a corporation of the State of Missouri, Grantor, on this _____ day of _____, 20____ in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does or do hereby Grant, Bargain, and Sell to THE CITY OF COLUMBIA, MISSOURI, a municipal corporation, herein City or Grantee (Grantee's mailing address is: P.O. Box 6015, Columbia, MO 65205), its successors and assigns, both individually and as Trustee for the use and benefit of the "Benefited Parties" described below herein, hereinafter called Grantees, a utility easement with the right, privilege and authority to erect, construct, install, lay, operate, survey, inspect, maintain, repair, rebuild, replace and remove utility lines and utility facilities, including but not limited to water mains, power transmission lines, sanitary sewer lines and all other public utilities, and all necessary appurtenances to make said utilities complete and usable, over, under, across, and upon the following described real estate situated in Boone County, Missouri, to-wit:

Project: Nlfong Intersection Improvement
Ordinance #: 023687

LEGAL DESCRIPTION

PART OF A TRACT OF LAND IN THE SOUTHWEST QUARTER (1/4) OF SECTION 27, TOWNSHIP 48 NORTH, RANGE 11 WEST IN BOONE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 27, THENCE S 83°48'45" E ON THE SOUTH LINE OF SAID SECTION 27, A DISTANCE OF 60.25 FEET TO THE EAST RIGHT OF WAY LINE OF S. COUNTRY WOODS ROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE ALONG A NON TANGENT CURVE TO THE RIGHT HAVING AN ARC DISTANCE OF 65.56 FEET, CURVE RADIUS OF 146.68 FEET, CHORD OF N 12°03'44" E AND A CHORD LENGTH OF 65.02 FEET TO THE POINT OF BEGINNING:

THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, ALONG A CURVE TO THE RIGHT HAVING AN ARC DISTANCE OF 23.78 FEET, CURVE RADIUS OF 146.68 FEET, CHORD OF N 29°30'39" E AND A CHORD LENGTH OF 23.75 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY LINE OF COUNTRY WOODS ROAD, S 66°23'05" E, 47.72 FEET TO THE WEST LINE OF A 13 FOOT WIDE TRACT AS DESCRIBED IN DEED BOOK 801, PAGE 293 OF THE RECORDS OF BOONE COUNTY; THENCE ALONG SAID WEST LINE, S 15°16'15" W, 49.01 FEET; THENCE LEAVING SAID WEST LINE, N 42°54'56" W, 62.44 FEET TO THE POINT OF BEGINNING AND THE END OF THIS PERMANENT UTILITY EASEMENT; CONTAINING 1,872 SQUARE FEET.

The "Benefited Parties" referred to above herein shall be deemed to mean any public corporation, any public entity, any public water supply district, any utility cooperative, and any

EXHIBIT C

utility company regulated by the Missouri Public Service Commission, and said Benefited Parties shall have the right to use the easement area for the aforesaid purposes.

The parties agree that in the event the City or a Benefited Party installs utility lines or utility facilities in the above described easement area, such installation shall not materially interfere with any preexisting utility lines or utility facilities installed in the easement area by the City or a Benefited Party and that the provisions of this paragraph may be enforced by proceedings in law or in equity, or both, and in any said legal proceedings the prevailing party shall have the right to recover from the other party or parties all reasonable litigation expenses, including a reasonable attorney fee.

The parties agree that this easement may not be terminated or amended without the prior written consent of THE CITY OF COLUMBIA, MISSOURI and each Benefited Party which has any utility lines or utility facilities located in the easement area at the time of the proposed termination or amendment.

Grantor agrees that it will not erect any building or structure on the easement area or permit the installation of any obstruction on the easement area which will interfere with the construction, placement, operation and maintenance of utility lines and facilities in the easement area.

THE CITY OF COLUMBIA, MISSOURI and/or any Benefited Party shall have the right to trim, clear, cut and remove from the easement area any tree, brush, shrub, plant or other object of any kind which in the reasonable judgment of said party may interfere with the installation and/or maintenance of utility lines and utility facilities in the easement area.

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. Said Grantor hereby conveys according to the terms and provisions of the trust agreement and pursuant to the powers conferred by said agreement and states that the trust agreement remains in full force and effect at this time and that the same has not been amended or revoked.

IN WITNESS WHEREOF, the said Country Woods Home Owners Association, Inc. has caused these presents to be signed by its _____ the day and year first above written.

Country Woods Home Owners Association

STATE OF MISSOURI }
COUNTY OF BOONE } SS.

On this _____ day of _____, 20__ before me personally appeared _____, to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he or she or they executed the same as his or her or their free act and deed for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____, Missouri, the day and year first above written.

Notary Public

EASEMENT FOR UTILITY PURPOSES
(BY INDIVIDUALS)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT THE UNDERSIGNED, Reza Farid and Stephanie Womack, husband and wife, of Boone County, Missouri, hereinafter referred to as Grantor(s), on this ____ day of _____, 20__ in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does or do hereby Grant, Bargain, and Sell to THE CITY OF COLUMBIA, MISSOURI, a municipal corporation, herein City or Grantee (Grantee's mailing address is: P.O. Box 6015, Columbia, MO 65205), its successors and assigns, both individually and as Trustee for the use and benefit of the "Benefited Parties" described below herein, hereinafter called Grantees, a utility easement with the right, privilege and authority to erect, construct, install, lay, operate, survey, inspect, maintain, repair, rebuild, replace and remove utility lines and utility facilities, including but not limited to water mains, power transmission lines, sanitary sewer lines and all other public utilities, and all necessary appurtenances to make said utilities complete and usable, over, under, across, and upon the following described real estate situated in Boone County, Missouri, to-wit:

Project: Nlfong Intersection Improvement Project
Ordinance #: 023687

Legal Description:

PART OF A TRACT OF LAND IN THE SOUTHWEST QUARTER (1/4) OF SECTION 27 AND THE SOUTHEAST QUARTER (1/4) OF SECTION 28, TOWNSHIP 48 NORTH, RANGE 13 WEST IN BOONE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO REZA FARID AND STEPHANIE WOMACK AS RECORDED IN DEED BOOK 4157, PAGE 0116 OF THE BOONE COUNTY RECORDS, ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF NEW VAWTER ROAD; THENCE LEAVING THE NORTH LINE OF SAID NEW VAWTER ROAD, N 07°03'23" E, A DISTANCE OF 10.63 FEET TO A POINT ON THE WEST LINE OF SAID FARID / WOMACK TRACT AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE, N 07°03'23" E, A DISTANCE OF 40.74 FEET; THENCE LEAVING SAID WEST LINE, S 83°28'24" E, A DISTANCE OF 37.58 FEET; THENCE N 77°36'58" E, A DISTANCE OF 119.30 FEET; THENCE N 15°09'18" W, A DISTANCE OF 25.03 FEET; THENCE N 77°36'58" E, A DISTANCE OF 10.01 FEET; THENCE S 15°09'18" E, A DISTANCE OF 25.03 FEET; THENCE N 77°36'58" E, A DISTANCE OF 59.29 FEET; THENCE N 23°36'55" E, A DISTANCE OF 15.52 FEET; THENCE S 66°23'05" E, A DISTANCE OF 21.36 FEET; THENCE N 77°36'58" E, A DISTANCE OF 83.60 FEET; THENCE ALONG A NON TANGENT CURVE TO THE RIGHT HAVING AN ARC DISTANCE OF 64.49 FEET, CURVE RADIUS OF 399.50 FEET, CHORD OF N 48°52'51" E, AND A CHORD LENGTH OF 64.42 FEET TO A POINT ON THE WEST LINE OF A 50 FOOT WIDE ROADWAY EASEMENT RECORDED IN DEED BOOK 418, PAGE 851; THENCE ALONG SAID WEST LINE, S 42°25'23" W, 31.92 FEET; THENCE ALONG A NON TANGENT CURVE TO THE LEFT HAVING AN ARC DISTANCE OF 78.94

EXHIBIT D

FEET, CURVE RADIUS OF 231.68 FEET, CHORD OF S 37°49'12" W AND A CHORD LENGTH OF 78.56 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC DISTANCE OF 11.14 FEET, CURVE RADIUS OF 37.50 FEET, CHORD OF S 83°22'45" W AND A CHORD LENGTH OF 11.10 FEET TO THE POINT OF A REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC DISTANCE OF 51.59 FEET, CURVE RADIUS OF 92.50 FEET, CHORD OF S 75°54'58" W AND A CHORD LENGTH OF 50.92 FEET TO THE POINT OF A REVERSE CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC DISTANCE OF 81.50 FEET, CURVE RADIUS OF 142.50 FEET, CHORD OF S 76°19'25" W AND A CHORD LENGTH OF 80.39 FEET TO THE POINT OF A REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC DISTANCE OF 88.26 FEET, CURVE RADIUS OF 238.08 FEET, CHORD OF S 82°04'29" W AND A CHORD LENGTH OF 87.75 FEET TO THE POINT OF A REVERSE CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC DISTANCE OF 88.64 FEET, CURVE RADIUS OF 263.50 FEET, CHORD OF S 82°04'34" W AND A CHORD LENGTH OF 88.22 FEET TO THE POINT OF BEGINNING AND THE END OF THIS PERMANENT UTILITY EASEMENT; CONTAINING 12,906 SQUARE FEET.

The "Benefited Parties" referred to above herein shall be deemed to mean any public corporation, any public entity, any public water supply district, any utility cooperative, and any utility company regulated by the Missouri Public Service Commission, and said Benefited Parties shall have the right to use the easement area for the aforesaid purposes.

The parties agree that in the event the City or a Benefited Party installs utility lines or utility facilities in the above described easement area, such installation shall not materially interfere with any preexisting utility lines or utility facilities installed in the easement area by the City or a Benefited Party and that the provisions of this paragraph may be enforced by proceedings in law or in equity, or both, and in any said legal proceedings the prevailing party shall have the right to recover from the other party or parties all reasonable litigation expenses, including a reasonable attorney fee.

The parties agree that this easement may not be terminated or amended without the prior written consent of THE CITY OF COLUMBIA, MISSOURI and each Benefited Party which has any utility lines or utility facilities located in the easement area at the time of the proposed termination or amendment.

Grantor agrees that it will not erect any building or structure on the easement area or permit the installation of any obstruction on the easement area which will interfere with the construction, placement, operation and maintenance of utility lines and facilities in the easement area.

THE CITY OF COLUMBIA, MISSOURI and/or any Benefited Party shall have the right to trim, clear, cut and remove from the easement area any tree, brush, shrub, plant or other object of any kind which in the reasonable judgment of said party may interfere with the installation and/or maintenance of utility lines and utility facilities in the easement area.

IN WITNESS WHEREOF, the said Grantor(s) has or have hereunder set his or her or their hand(s) this _____ day of _____, 20__.

Reza Farid

Stephanie Womack

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE

On this ____ day of _____, 20____ before me personally appeared Reza Farid and Stephanie Womack, husband and wife, to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he or she or they executed the same as his or her or their free act and deed for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____, Missouri, the day and year first above written.

Notary Public

EASEMENT FOR UTILITY PURPOSES
(BY INDIVIDUALS)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT THE UNDERSIGNED, Wayne R. Kreklow, II and Susan R. Kreklow, husband and wife, of Boone County, Missouri, hereinafter referred to as Grantor(s), on this ____ day of _____, 20__ in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does or do hereby Grant, Bargain, and Sell to THE CITY OF COLUMBIA, MISSOURI, a municipal corporation, herein City or Grantee (Grantee's mailing address is: P.O. Box 6015, Columbia, MO 65205), its successors and assigns, both individually and as Trustee for the use and benefit of the "Benefited Parties" described below herein, hereinafter called Grantees, a utility easement with the right, privilege and authority to erect, construct, install, lay, operate, survey, inspect, maintain, repair, rebuild, replace and remove utility lines and utility facilities, including but not limited to water mains, power transmission lines, sanitary sewer lines and all other public utilities, and all necessary appurtenances to make said utilities complete and usable, over, under, across, and upon the following described real estate situated in Boone County, Missouri, to-wit:

Project: Nlfong Intersection Improvement
Parcel: 023687

PART OF LOT TWO (2) OF "COUNTRY FARMS PLAT TWO (2)" AS SHOWN BY PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 32, PAGE 25, OF THE RECORDS OF BOONE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT TWO (2) OF "COUNTRY FARMS PLAT TWO (2)", SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF NEW VAWTER ROAD; THENCE ALONG SAID LINE, S 81°57'29" E, 120.90 FEET; THENCE S 82°46'34" E, 232.11 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE OF NEW VAWTER ROAD, ALONG A NON TANGENT CURVE TO THE RIGHT HAVING AN ARC DISTANCE OF 5.51 FEET, CURVE RADIUS OF 34.50 FEET, CHORD OF S 10°17'49" E AND A CHORD LENGTH OF 5.51 FEET TO THE POINT OF A COMPOUND CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC DISTANCE OF 21.28 FEET, CURVE RADIUS OF 143.50 FEET, CHORD OF S 01°28'16" E AND A CHORD LENGTH OF 21.26 FEET; THENCE S 88°48'47" E, 3.00 FEET; THENCE ALONG A NON TANGENT CURVE TO THE LEFT HAVING AN ARC DISTANCE OF 9.10 FEET, CURVE RADIUS OF 199.50 FEET, CHORD OF S 01°19'54" W AND A CHORD LENGTH OF 9.10 FEET TO THE POINT OF BEGINNING:

THENCE CONTINUING ALONG A CURVE TO THE LEFT HAVING AN ARC DISTANCE OF 45.10 FEET, CURVE RADIUS OF 199.50 FEET, CHORD OF S 06°27'03" E AND A CHORD LENGTH OF 45.01 FEET

EXHIBIT E

TO A POINT ON THE WEST LINE OF A 20 FOOT WIDE UTILITY EASEMENT AS RECORDED IN PLAT BOOK 32 PAGE 25 OF THE PUBLIC RECORDS OF BOONE COUNTY; THENCE ALONG SAID WEST LINE, S 01°26'56" W, 103.39 FEET; THENCE LEAVING SAID WEST LINE, N 15°09'18" W, 158.53 FEET TO A POINT ON THE SOUTH LINE OF A 35 FOOT WIDE UTILITY EASEMENT AS RECORDED IN PLAT BOOK 32 PAGE 25 OF THE PUBLIC RECORDS OF BOONE COUNTY; THENCE ALONG SAID SOUTH LINE, S 82°46'34" E, 39.31 FEET TO THE POINT OF BEGINNING AND THE END OF THIS PERMANENT UTILITY EASEMENT; CONTAINING 3,163 SQUARE FEET, INCLUSIVE OF 193 SQUARE FEET OF AN EXISTING NON-ACCESS EASEMENT.

The "Benefited Parties" referred to above herein shall be deemed to mean any public corporation, any public entity, any public water supply district, any utility cooperative, and any utility company regulated by the Missouri Public Service Commission, and said Benefited Parties shall have the right to use the easement area for the aforesaid purposes.

The parties agree that in the event the City or a Benefited Party installs utility lines or utility facilities in the above described easement area, such installation shall not materially interfere with any preexisting utility lines or utility facilities installed in the easement area by the City or a Benefited Party and that the provisions of this paragraph may be enforced by proceedings in law or in equity, or both, and in any said legal proceedings the prevailing party shall have the right to recover from the other party or parties all reasonable litigation expenses, including a reasonable attorney fee.

The parties agree that this easement may not be terminated or amended without the prior written consent of THE CITY OF COLUMBIA, MISSOURI and each Benefited Party which has any utility lines or utility facilities located in the easement area at the time of the proposed termination or amendment.

Grantor agrees that it will not erect any building or structure on the easement area or permit the installation of any obstruction on the easement area which will interfere with the construction, placement, operation and maintenance of utility lines and facilities in the easement area.

THE CITY OF COLUMBIA, MISSOURI and/or any Benefited Party shall have the right to trim, clear, cut and remove from the easement area any tree, brush, shrub, plant or other object of any kind which in the reasonable judgment of said party may interfere with the installation and/or maintenance of utility lines and utility facilities in the easement area.

IN WITNESS WHEREOF, the said Grantor(s) has or have hereunder set his or her or their hand(s) this _____ day of _____, 20____.

Wayne R. Kreklow, II

Susan R. Kreklow

STATE OF MISSOURI }
 } ss.
COUNTY OF BOONE

On this _____ day of _____, 20__ before me personally appeared Wayne R. Kreldow, II, and Susan R. Kreldow, husband and wife, to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he or she or they executed the same as his or her or their free act and deed for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____, Missouri, the day and year first above written.

Notary Public

EASEMENT FOR UTILITY PURPOSES
(BY INDIVIDUALS)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT THE UNDERSIGNED, E. Stanley Kroenke and Ann W. Kroenke, husband and wife, of _____, _____ hereinafter referred to as Grantor(s), on this _____ day of _____, 20____ in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does or do hereby Grant, Bargain, and Sell to THE CITY OF COLUMBIA, MISSOURI, a municipal corporation, herein City or Grantee (Grantee's mailing address is: P.O. Box 6015, Columbia, MO 65205), its successors and assigns, both individually and as Trustee for the use and benefit of the "Benefited Parties" described below herein, hereinafter called Grantees, a utility easement with the right, privilege and authority to erect, construct, install, lay, operate, survey, inspect, maintain, repair, rebuild, replace and remove utility lines and utility facilities, including but not limited to water mains, power transmission lines, sanitary sewer lines and all other public utilities, and all necessary appurtenances to make said utilities complete and usable, over, under, across, and upon the following described real estate situated in Boone County, Missouri, to-wit:

Project: Nifong Intersection Improvement Project

Ordinance #: 023687

Legal Description:

PART OF A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER (1/4) OF SECTION 34, TOWNSHIP 48 NORTH, RANGE 13 WEST, IN THE CITY OF COLUMBIA, BOONE COUNTY, MISSOURI AS SHOWN AND DESCRIBED BY SURVEY RECORDED IN PLAT BOOK 1408, PAGE 376 OF THE REAL ESTATE RECORDS OF BOONE COUNTY, MISSOURI, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT OF LAND DESCRIBED IN PLAT BOOK 1408, PAGE 376 OF THE REAL ESTATE RECORDS OF BOONE COUNTY, MISSOURI, ALSO BEING THE SOUTH RIGHT OF WAY LINE OF NIFONG BOULEVARD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, S 83°17'12" E, 162.36 FEET TO THE POINT OF BEGINNING:

THENCE FROM SAID POINT OF BEGINNING CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE, S 83°17'12" E, A DISTANCE OF 45.98 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING AN ARC DISTANCE OF 93.70 FEET, CURVE RADIUS OF 200.50 FEET, CHORD OF S 77°06'38" W AND A CHORD LENGTH OF 92.85 FEET TO THE POINT OF A REVERSE CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC DISTANCE OF 144.94 FEET, CURVE RADIUS OF 201.00 FEET, CHORD OF S 84°22'50" W AND A CHORD LENGTH OF 141.82 FEET TO THE POINT OF A REVERSE CURVE; THENCE ALONG A CURV

EXHIBIT F

TO THE LEFT HAVING AN ARC DISTANCE OF 32.18 FEET, CURVE RADIUS OF 94.50 FEET, CHORD OF N 84°43'03" W AND A CHORD LENGTH OF 32.03 FEET TO THE EAST RIGHT OF WAY LINE OF SINCLAIR STREET; THENCE ALONG SAID EAST RIGHT OF WAY LINE, N 05°08'28" E, 10.13 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY LINE, ALONG A CURVE TO THE RIGHT HAVING AN ARC DISTANCE OF 33.89 FEET, CURVE RADIUS OF 104.50 FEET, CHORD OF S 84°15'13" E AND A CHORD LENGTH OF 33.75 FEET TO THE POINT OF A REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC DISTANCE OF 137.73 FEET, CURVE RADIUS OF 191.00 FEET, CHORD OF N 84°22'50" E AND A CHORD LENGTH OF 134.76 FEET TO THE POINT OF A REVERSE CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC DISTANCE OF 52.29 FEET, CURVE RADIUS OF 210.50 FEET, CHORD OF N 70°50'24" E AND A CHORD LENGTH OF 52.16 FEET TO THE POINT OF BEGINNING AND THE END OF THIS PERMANENT UTILITY EASEMENT; CONTAINING 2,437 SQUARE FEET, INCLUSIVE OF 656 SQUARE FEET OF AN EXISTING GAS EASEMENT

The "Benefited Parties" referred to above herein shall be deemed to mean any public corporation, any public entity, any public water supply district, any utility cooperative, and any utility company regulated by the Missouri Public Service Commission, and said Benefited Parties shall have the right to use the easement area for the aforesaid purposes.

The parties agree that in the event the City or a Benefited Party installs utility lines or utility facilities in the above described easement area, such installation shall not materially interfere with any preexisting utility lines or utility facilities installed in the easement area by the City or a Benefited Party and that the provisions of this paragraph may be enforced by proceedings in law or in equity, or both, and in any said legal proceedings the prevailing party shall have the right to recover from the other party or parties all reasonable litigation expenses, including a reasonable attorney fee.

The parties agree that this easement may not be terminated or amended without the prior written consent of THE CITY OF COLUMBIA, MISSOURI and each Benefited Party which has any utility lines or utility facilities located in the easement area at the time of the proposed termination or amendment.

Grantor agrees that it will not erect any building or structure on the easement area or permit the installation of any obstruction on the easement area which will interfere with the construction, placement, operation and maintenance of utility lines and facilities in the easement area.

THE CITY OF COLUMBIA, MISSOURI and/or any Benefited Party shall have the right to trim, clear, cut and remove from the easement area any tree, brush, shrub, plant or other object of any kind which in the reasonable judgment of said party may interfere with the installation and/or maintenance of utility lines and utility facilities in the easement area.

IN WITNESS WHEREOF, the said Grantor(s) has or have hereunder set his or her or their hand(s) this _____ day of _____, 20____.

E. Stanley Kroenke

Ann W. Kroenke

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE

On this _____ day of _____, 20__ before me personally appeared, E. Stanley Kroenke and Ann W. Kroenke, husband and wife, to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he or she or they executed the same as his or her or their free act and deed for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____, Missouri, the day and year first above written.

Notary Public

EASEMENT FOR UTILITY PURPOSES

KNOW ALL PERSONS BY THESE PRESENTS:

THAT THE Robin L. Sadler, Brian M. Sadler and Jane M. Sadler, Co-Trustees of the Kenneth-Jane Sadler Trust established by Revocable living Trust Indenture dated 11/10/1992 as amended, of Boone County, Missouri, hereinafter referred to as Grantor(s), on this ____ day of _____, 20__ in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does or do hereby Grant, Bargain, and Sell to THE CITY OF COLUMBIA, MISSOURI, a municipal corporation, herein City or Grantee (Grantee's mailing address is: P.O. Box 6015, Columbia, MO 65205), its successors and assigns, both individually and as Trustee for the use and benefit of the "Benefited Parties" described below herein, hereinafter called Grantees, a utility easement with the right, privilege and authority to erect, construct, install, lay, operate, survey, inspect, maintain, repair, rebuild, replace and remove utility lines and utility facilities, including but not limited to water mains, power transmission lines, sanitary sewer lines and all other public utilities, and all necessary appurtenances to make said utilities complete and usable, over, under, across, and upon the following described real estate situated in Boone County, Missouri, to-wit:

Project: Nifong Intersection Improvements
Ordinance #: 023687

LEGAL DESCRIPTION

PART OF A TRACT OF LAND IN THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 27, TOWNSHIP 48 NORTH, RANGE 13 WEST AS SHOWN BY SURVEY RECORDED IN BOOK 422, PAGE 154 IN THE BOONE COUNTY RECORDS, BOONE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE KENNETH AND JANE SADLER TRUST AS RECORDED IN DEED BOOK 0422, PAGE 0154 OF THE BOONE COUNTY RECORDS, SAID SOUTHWEST CORNER ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF NIFONG BOULEVARD; THENCE ALONG SAID NORTH LINE, S 15°16'15" W, 6.88 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, N42°54'56"W, 15.30 FEET TO THE WEST LINE OF SAID SADLER TRACT; THENCE N15°16'15"E, 49.01 FEET; THENCE LEAVING SAID WEST LINE, S 66°23'05" E, 69.72 FEET; THENCE S 83°28'24" E, 205.30 FEET; THENCE N 07°03'32" E, 11.10 FEET; THENCE S 82°56'30" E, 28.00 FEET; THENCE S 07°03'30" W, 32.95 FEET TO SAID NORTH RIGHT OF WAY LINE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE N 85°33'27" W, 125.84 FEET; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT HAVING AN ARC DISTANCE OF 168.82 FEET, CURVE RADIUS OF 8280.00 FEET, CHORD OF N 84°58'24" W AND A CHORD LENGTH OF 168.82 FEET TO THE POINT OF BEGINNING AND THE END OF THIS PERMANENT UTILITY EASEMENT; CONTAINING 9,278 SQUARE FEET.

EXHIBIT G

The "Benefited Parties" referred to above herein shall be deemed to mean any public corporation, any public entity, any public water supply district, any utility cooperative, and any utility company regulated by the Missouri Public Service Commission, and said Benefited Parties shall have the right to use the easement area for the aforesaid purposes.

The parties agree that in the event the City or a Benefited Party installs utility lines or utility facilities in the above described easement area, such installation shall not materially interfere with any preexisting utility lines or utility facilities installed in the easement area by the City or a Benefited Party and that the provisions of this paragraph may be enforced by proceedings in law or in equity, or both, and in any said legal proceedings the prevailing party shall have the right to recover from the other party or parties all reasonable litigation expenses, including a reasonable attorney fee.

The parties agree that this easement may not be terminated or amended without the prior written consent of THE CITY OF COLUMBIA, MISSOURI and each Benefited Party which has any utility lines or utility facilities located in the easement area at the time of the proposed termination or amendment.

Grantor agrees that it will not erect any building or structure on the easement area or permit the installation of any obstruction on the easement area which will interfere with the construction, placement, operation and maintenance of utility lines and facilities in the easement area.

THE CITY OF COLUMBIA, MISSOURI and/or any Benefited Party shall have the right to trim, clear, cut and remove from the easement area any tree, brush, shrub, plant or other object of any kind which in the reasonable judgment of said party may interfere with the installation and/or maintenance of utility lines and utility facilities in the easement area.

The Grantor covenants, 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 agreement. Said Grantor hereby conveys according to the terms and provisions of the trust agreement and pursuant to the powers conferred by said agreement and states that the trust agreement remains in full force and effect at this time and that the same has not been amended or revoked.

WITNESS our hands the day and year first written above.

By: _____
Robin L. Sadler, Co-Trustee

By: _____
Brian M. Sadler, Co-Trustee

By: _____
Jane M. Sadler, Co-Trustee

STATE OF MISSOURI }
 } SS.
COUNTY OF BOONE

On this _____ day of _____, 20__ before me personally appeared Robin L. Sadler, Brian M. Sadler and Jane M. Sadler, Co-Trustees of the Kenneth-Jane Sadler Trust established by Revocable living Trust Indenture dated 11/10/1992 as amended to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he or she or they executed the same as his or her or their free act and deed for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____, Missouri, the day and year first above written.

Notary Public