

GRANT OF EASEMENT FOR SEWER PURPOSES

THIS INDENTURE, made on the _____ day of _____, 20_____, by and between the **City of Columbia**, a municipal corporation in the County of Boone and the State of Missouri, Grantor, and, the **Boone County Regional Sewer District**, a public corporation and common sewer district, Grantee, (Grantee's mailing address is 1314 N. 7th Street, Columbia MO 65201)

WITNESSETH:

That Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by Grantee, the receipt of which is hereby acknowledged, does hereby grant unto said Grantee its successors and assigns, a non-exclusive right, privilege and authority to construct, operate, replace, repair and maintain sewers and pipes, including the necessary manholes and other fixtures, under, across and upon the property legally described in **Exhibit "A"** and depicted on **Exhibit "B"** attached hereto (the "Easement Area").

The authority granted herein includes the right of the Grantee, its officers, agents and employees, to enter upon the Easement Area at any time for the purpose of exercising any of the rights herein granted; also the right to trim, clear or remove, at any time from said easement any tree, brush, structure or obstruction of any kind or character whatsoever which, in the reasonable judgment of the Grantee may endanger the safety of or interfere with the operation and maintenance of Grantee's facilities.

Grantor expressly reserves for itself, its successors and its assigns, the right to use the Easement Area or to grant other easements or licenses at the same location so long as such uses do not unreasonably interfere with the rights herein granted.

The Grantor covenants that, subject to liens, encumbrances, conditions, restrictions, easements, leases and licenses, whether or not of record, it is the owner of the above-described land and has the right and authority to make and execute this Grant of Easement. The use of the word "grant" shall not imply any warranty on the part of the Grantor with respect to the Grant of Easement or Easement Area.

Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense.

Grantee shall not use, deposit or permit the use or deposit of any hazardous material or

toxic waste or other harmful substances on the Land or on any other real property of Grantor adjacent to the Easement Area.

Grantee shall not materially interfere with the use by and operation and activities of Grantor on its property, and Grantee shall use such routes and follow such procedures on Grantor's property as result in the least damage and inconvenience to Grantor.

Grantee shall be responsible for any damage to Grantor's property or that of third parties resulting from any exercise of the rights herein granted, including but not limited to soil erosion, subsidence or damage resulting therefrom. Grantee shall promptly repair and restore to its original condition any of Grantor's property, including, but not limited to, roads, utilities, buildings and fences that may be altered, damaged or destroyed in connection with the exercise of the Easement or use of the Easement Area.

This Grant of Easement is made on the express condition that Grantor is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of Grantee's, its contractors', agents', officers', members', employees', invitees', or licensees' exercise of rights granted pursuant to this Easement or use of the Easement Area or of the improvements or personal property of Grantee thereto or thereon, including any liability for injury or death to the person or property of Grantee, its contractors, agents, officers, members, employees, invitees, or licensees or to any property under the control or custody of Grantee. Grantee hereby covenants and agrees to defend and indemnify Grantor, its officers, employees, agents, students, invitees and guests and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the exercise of the Easement or use of the Easement Area by Grantee, however occurring, other than those caused solely by the willful or negligent acts or omissions of Grantor.

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

FOR GRANTOR: City of Columbia

By: _____
Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

Approved as to form:

Nancy Thompson, City Counselor

FOR GRANTEE: Boone County Regional Sewer District

By: *Thomas T. Ratermann*
Thomas T. Ratermann, General Manager

ATTEST:

Lesley Oswald
Lesley Oswald, Assistant Secretary

STATE OF Missouri)
)ss.
COUNTY OF Boone)

On this _____ day of _____ in the year 20____, before me, a Notary Public in and for said state, personally appeared, Mike Matthes, who being by me duly sworn, acknowledged that he is the City Manager of the City of Columbia and that said instrument was signed in behalf of said municipal corporation and further acknowledged that it was executed as a free act and deed for the purposes therein stated and that he has been granted the authority by said municipal corporation to execute the same.

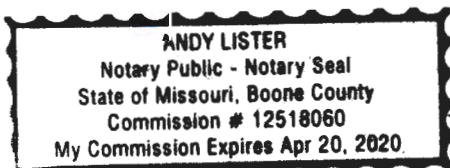
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written above.

Notary Public

STATE OF Missouri)
)ss.
COUNTY OF Boone)

On this 25th day of January in the year 2018, before me, a Notary Public in and for said state, personally appeared, Thomas T. Ratermann, who being by me duly sworn, acknowledged that he is the General Manager of the Boone County Regional Sewer District and that said instrument was signed in behalf of said district and further acknowledged that it was executed as a free act and deed for the purposes therein stated and that he/she has been granted the authority by said district to execute the same.

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



Notary Public *Andy Lister*

Exhibit A

Legal Description of Easement Area

CITY OF COLUMBIA PROPERTY

TWO TRACTS OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 49 NORTH, RANGE 13 WEST, BOONE COUNTY, MISSOURI, BEING PART OF THE QUIT CLAIM DEED RECORDED IN BOOK 476, PAGE 117 AND THE WARRANTY DEED RECORDED IN BOOK 1483, PAGE 766 OF THE BOONE COUNTY RECORDS AND BEING FURTHER DESCRIBED AS FOLLOWS:

PERMANENT SEWER EASEMENT

A 20.00 FOOT WIDE TRACT OF LAND, COMMENCING AT THE NORTHEAST CORNER OF THE SURVEY RECORDED IN BOOK 396 AT PAGE 9 OF SAID COUNTY RECORDS, SAID CORNER BEING ON THE QUARTER SECTION LINE AND N 1°51'E, 1815.9 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 35-49-13; THENCE ALONG THE EAST LINE OF TRACT 1 OF THE WARRANTY DEED RECORDED IN BOOK 421 AT PAGE 131, N1°51'E, 559.0 FEET TO THE NORTHEAST CORNER OF SAID DEED; THENCE ALONG THE NORTH LINE OF SAID DEED, N89°08'55"W, 56.27 FEET TO THE POINT OF BEGINNING;
THENCE LEAVING SAID LINES, S01°39'55"E, 147.76 FEET; THENCE N82°06'05"W, 226.45 FEET; THENCE N37°04'05"W, 44.64 FEET; THENCE N52°55'55"E, 20.00 FEET; THENCE S37°04'05"E, 36.35 FEET TO A POINT ON THE SOUTH LINE OF THE SEWER EASEMENT RECORDED IN BOOK 453, PAGE 349; THENCE ALONG SAID LINE, S82°06'05"E, 194.51 FEET; THENCE LEAVING SAID LINE, N01°39'55"W, 124.99 FEET TO THE LINE OF SAID QUIT CLAIM DEED; THENCE ALONG SAID DEED LINE, S89°08'55"E, 20.02 FEET TO THE POINT OF BEGINNING.

THIS TRACT CONTAINS 7,745 GROSS SQUARE FEET, OF WHICH 905 SQUARE FEET OF EXISTING EASEMENT OVERLAPS FOR A NET NEW PERMANENT EASEMENT AREA OF 6,840 SQUARE FEET, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT

COMMENCING AT THE NORTHEAST CORNER OF THE SURVEY RECORDED IN BOOK 396 AT PAGE 9 OF SAID COUNTY RECORDS, SAID CORNER BEING ON THE QUARTER SECTION LINE AND N 1°51'E, 1815.9 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 35-49-13; THENCE ALONG THE EAST LINE OF TRACT 1 OF THE WARRANTY DEED RECORDED IN BOOK 421 AT PAGE 131, N1°51'E, 559.0 FEET TO THE NORTHEAST CORNER OF SAID DEED; THENCE ALONG THE NORTH LINE OF SAID DEED, N89°08'55"W, 32.75 FEET TO A POINT ON THE WEST LINE OF THE STREET EASEMENT RECORDED IN BOOK 683, PAGE 343, THE POINT OF BEGINNING;
THENCE ALONG THE LINES OF SAID EASEMENT, S05°15'55"W, 105.19 FEET; THENCE ALONG A 1185.92-FOOT RADIUS CURVE TO THE LEFT, 142.01 FEET, SAID CURVE HAVING A CHORD WHICH BEARS S01°50'05"W, 141.93 FEET; THENCE S01°35'45"E, 153.77 FEET; THENCE LEAVING SAID LINES, S88°20'05"W, 41.96 FEET; THENCE N01°39'55"W, 239.58 FEET; THENCE N82°06'05"W, 197.55 FEET; THENCE N37°04'05"W, 62.93 FEET; THENCE N52°55'55"E, 40.00 FEET; THENCE S37°04'05"E, 46.35 FEET TO A POINT ON THE SOUTH LINE OF THE SEWER EASEMENT RECORDED IN BOOK 453, PAGE 34; THENCE ALONG SAID LINE, S82°06'05"E, 174.23 FEET; THENCE LEAVING SAID EASEMENT LINE, N01°39'55"W, 122.50 FEET TO A POINT ON THE NORTH LINE OF SAID DEED; THENCE ALONG SAID DEED LINE, S89°08'55"E, 63.56 FEET TO THE POINT OF BEGINNING.

THIS TRACT CONTAINS 28,525 GROSS SQUARE FEET, OF WHICH 7,745 SQUARE FEET IS PROPOSED PERMANENT EASEMENT AND 1,915 SQUARE FEET EXISTING EASEMENT OVERLAPS FOR A NET NEW TEMPORARY EASEMENT AREA OF 18,865 SQUARE FEET, MORE OR LESS.

Exhibit B
Depiction of Easement Area

