

GRANT OF EASEMENT FOR UNDERGROUND ELECTRIC PURPOSES

THIS INDENTURE, made on the day _____ of _____, 2020, by and between The City of Columbia, a municipal corporation of the County of Boone and the State of Missouri, GRANTOR, Boone Electric Cooperative, a Missouri rural electric cooperative, whose address is 1413 Rangeline St., PO Box 797, Columbia, Missouri, 65205-0797, (hereinafter called "GRANTEE") and to its successors and assigns,

WITNESSETH:

That the GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) to GRANTOR in hand paid by the Boone Electric Cooperative, the receipt of which is hereby acknowledged, do hereby grant unto said Boone Electric Cooperative, its successors and assigns, an easement for the right, privilege, and authority to construct, operate, replace, repair, and maintain underground electric power lines, including the necessary underground electric cables and associated aboveground pad-mounted apparatus, and other fixtures, over, under, across, and upon the following described real estate, owned by City of Columbia, situated in the County of Boone, State of Missouri, to-wit:

Legal Description: See Exhibit "A" attached hereto.

And to place, replace, construct, reconstruct, erect, relocate, modify, change operating voltage, patrol, repair, operate and maintain thereon, underground electric distribution of one or more circuits, structures, wire, cables, fiber optics, line, lines or systems and other appurtenances for the distribution of electrical energy and data or information of any type whatsoever, to and across the above described land of the undersigned.

Nothing set forth herein shall be deemed to limit GRANTEE'S right and ability to upgrade, expand or extend any electric line, cable fiber optics or other lines, or communication systems, data or information systems of any type in the future on, across and within the easement so as to enable GRANTEE herein to furnish service to others, and within the easement the right to increase or decrease the voltage, size capacity of the line, number or location of lines, or structures, all as GRANTEE may deem necessary or advisable.

GRANTEE shall have full rights to spray, cut, trim or remove trees and shrubbery to the extent necessary to keep them clear of the aforementioned electric distribution or communication lines or system; to cut down from time to time all dead, weak, leaning or dangerous trees located outside of or within the easement, that are tall enough to strike the wires or any other component of the system; and to remove all

structures, trees, plants or vegetation that might in Grantee's sole judgment, endanger the line or system; and to license, permit, or otherwise agree to the joint use or occupancy of the easement by any successor or subsidiary of Grantee, including their representative successors, assigns or subsidiaries. The undersigned agrees to keep the easement clear of all future buildings, structures, grain bins, water impoundments or obstructions that may interfere with the operation or maintenance of the electric distribution or communication lines or system, as provided in Grantor's reservation of rights or as permitted by Grantee. The undersigned furthermore agrees to advise and consult with Grantee in advance of any change in the grade and/or elevation of the land within the easement as granted herein, so as to allow grantee to maintain mandatory clearance requirements and all other safety requirements as required by and set forth in the National Electric Safety Code or other applicable federal, state or local, law, statute, rule, regulation or ordinance. 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.

GRANTOR reserves the right to construct and maintain light poles, sidewalk, parking lot, signage, art pad and landscaping within the easement area as reflected by the Molly Thomas-Bowden Neighborhood Policing Center conformed plan set dated 2/17/2020 and shown on Exhibit "B" of this easement.


The GRANTOR covenants that, subject to liens and encumbrances of record at the date of this easement, it is the true and lawful owner of the above-described real property and is lawfully seized of the same in fee simple and has good right and full powers to grant this Deed of Easement.

IN WITNESS WHEREOF, the undersigned have set their hands this _____ day of _____, 2020.

CITY OF COLUMBIA, MISSOURI, a Municipal Corporation

By: _____
John Glascock, City Manager

Attest: _____
Sheela Amin, City Clerk

Approved as to form: _____ 

**PROPERTY DESCRIPTION
BOONE ELECTRIC – UTILITY EASEMENT
CITY OF COLUMBIA, BOONE COUNTY, MO**

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 30 TOWNSHIP 49 NORTH, RANGE 12 WEST, CITY OF COLUMBIA, BOONE COUNTY, MISSOURI, BEING PART OF LOT 1601 OF AUBURN HILLS PLAT 16 AS RECORDED IN PLAT BOOK 52, PAGE 54 AND FURTHER DESCRIBED BY DEED RECORDED IN BOOK 4553, PAGE 66, ALL OF THE BOONE COUNTY RECORDS AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1601, SAID POINT ALSO LYING ON THE SOUTH RIGHT-OF-WAY LINE OF INTERNATIONAL DRIVE; THENCE FOLLOWING THE NORTH LINE OF SAID LOT 1601 AND SAID SOUTH RIGHT-OF-WAY LINE, S64°15'30"E, 16.46 FEET TO A POINT LYING ON THE EAST LINE OF A 30.00-FOOT UTILITY EASEMENT & PRIVATE DRIVE INGRESS/EGRESS EASEMENT SHOWN BY SAID AUBURN HILLS PLAT 16; THENCE LEAVING SAID PLAT LINES AND FOLLOWING SAID UTILITY EASEMENT LINE, S01°25'30"W, 27.43 FEET TO A POINT THAT INTERSECTS WITH A 25.00-FOOT BUILDING LINE AND UTILITY EASEMENT AS SHOWN ON SAID PLAT, SAID POINT BEING THE POINT OF BEGINNING; THENCE FOLLOWING SAID 25.00-FOOT BUILDING LINE & UTILITY EASEMENT, S64°15'30"E, 21.95 FEET; THENCE LEAVING SAID BUILDING LINE & UTILITY EASEMENT AND RUNNING PARALLEL TO THE WEST LINE OF SAID LOT 1601, S01°25'30"W, 148.63 FEET; THENCE N88°35'10"W, 20.00 FEET TO A POINT ON THE EAST LINE OF SAID 30.00-FOOT UTILITY EASEMENT & PRIVATE DRIVE INGRESS/EGRESS EASEMENT; THENCE ALONG SAID EASEMENT LINE, N01°25'30"E, 157.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,065 SQUARE FEET.


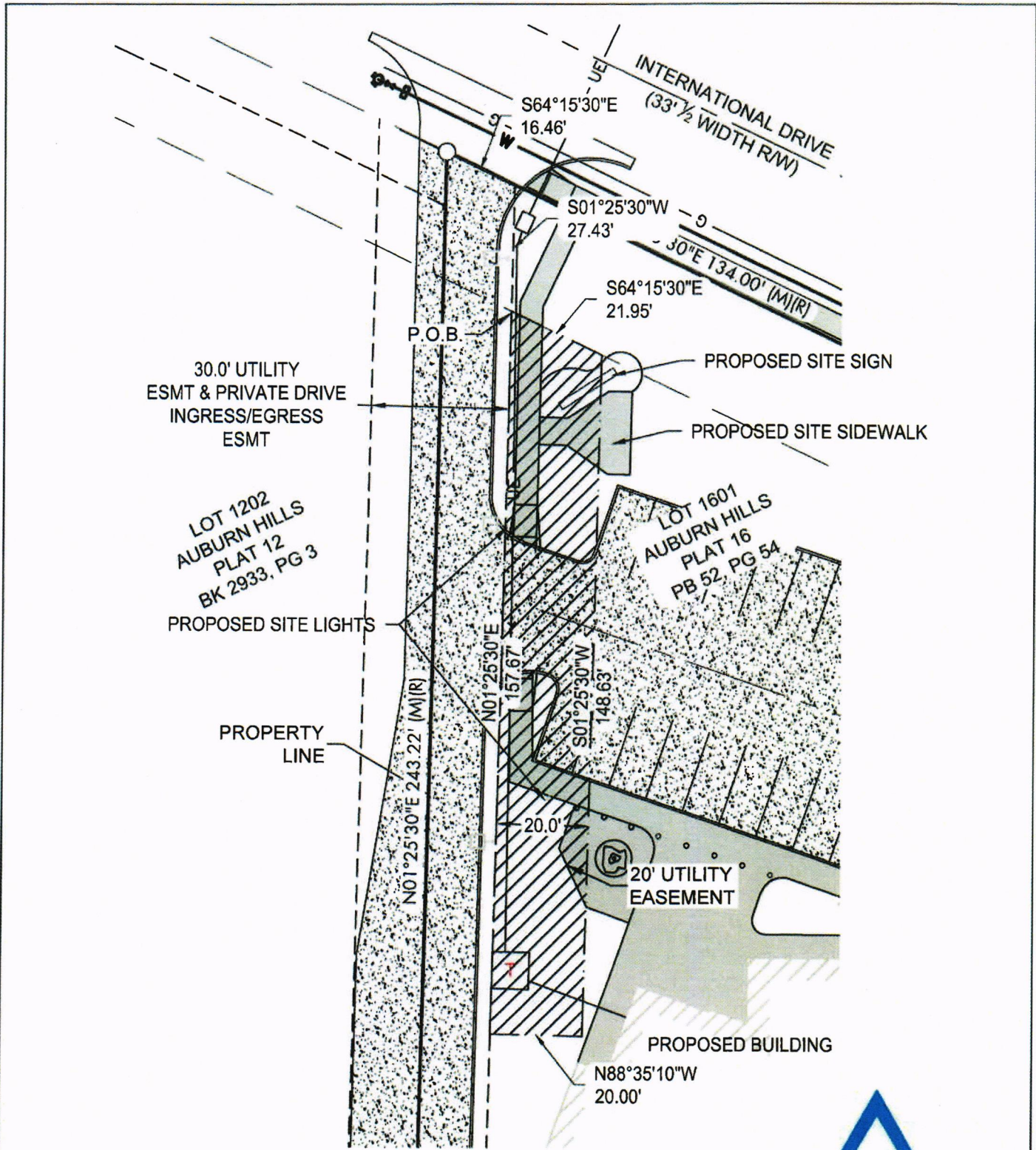

Christopher M Sander LS 2003013178



EXHIBIT "A"



PROPOSED SITE IMPROVEMENTS

EXHIBIT "B"



McCLURETM
making lives better

PROJECT NUMBER 80817016	DATE 2020-02-28	DRAWN BY SMH
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