

REMS INFORMATION

Agreement ID: UEC201802-9841

Project ID: 17892

**GRANT OF EASEMENT
FOR GAS PIPELINE PURPOSES**

THIS INDENTURE, made on the _____ day of _____, 2018, by and between the **City of Columbia**, a municipal corporation in the County of Boone and the State of Missouri, Grantor, and, **Union Electric Company d/b/a Ameren Missouri**, a Missouri corporation, Grantee, (Grantee's mailing address is _____)

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, assigns licensees, agents, lessees, contractors, sub-contractors and tenants, a non-exclusive right, privilege and authority to construct, operate, replace, repair, maintain, use, inspect, and patrol a natural gas line consisting of piping, hardware, valves, including communication lines and appurtenances thereto which are directly associated with the rights granted herein for construction, operation, replacement, repair, maintenance, use, inspection, and patrolling of such natural gas line, under, across and upon the property legally described in **Exhibit "A"** and as depicted in **Exhibit "B"** attached hereto and incorporated herein by reference (the "Easement Area"). Nothing contained herein shall grant Grantee the right to assign lease or subcontract any portion of the easement area for any other purpose other than a purpose directly associated with the rights granted herein for construction, operation, replacement, repair, maintenance, use, inspection, and patrolling of such natural gas line.

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 use, operation or 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 within the Easement Area 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.

At any time after ten (10) years from the date of this Easement, Grantor may relocate the Easement Area if in the opinion of Grantor the location granted herein unreasonably interferes with the present or future use by Grantor of Grantor's land. The first such relocation shall be at Grantee's sole cost and expense with any subsequent relocation at Grantor's expense; provided, however, that Grantor shall provide to Grantee a substitute Easement Area reasonably suited to Grantee's needs at no cost to Grantee.

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 successors', assigns', licensees', agents', lessees', contractors', subcontractors', tenants', officers', members', or employees' exercise of rights granted pursuant to this Easement, including any liability for injury or death to the person or property of Grantee, its contractors, agents, officers, members, employees, invitees, or licensees. Grantee hereby covenants and agrees to defend and indemnify Grantor, its officers, employees, agents, 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: Union Electric Company d/b/a Ameren Missouri

By: _____
Printed Name: _____
Title: _____

ATTEST:

Printed Name: _____
Title: _____

STATE OF Missouri)
)ss.
COUNTY OF Boone)

On this ____ day of _____ in the year 2018, 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 _____)
)ss.
COUNTY OF _____)

On this ____ day of _____ in the year 2018, before me, a Notary Public in and for said state, personally appeared, _____, who being by me duly sworn, acknowledged that she/he is the _____ of **Union Electric Company d/b/a Ameren Missouri**, a Missouri corporation, and that said instrument was signed in behalf of said corporation and further acknowledged that it was executed as a free act and deed for the purposes therein stated and that she/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.

Notary Public

Exhibit A

Legal Description of Easement Area

EXHIBIT "A"

COSMO PARK, COLUMBIA, MO

A strip of land, across part of the Southwest quarter of Section 2 and part of the Southeast quarter of Section 3, Township 48 North, Range 13 West, in the City of Columbia, Boone County, Missouri, being more particularly described as follows:

From Missouri Geographic Reference System Station "Boone 2", State Plane Coordinates of Northing = 348,225.045 meters, Easting = 511,745.085 meters (1 meter = 3.28083333 feet); thence on a direct line, S68°22'03"W, 1784.97 feet to a right-of-way monument 229.95 feet left of centerline Station 717+41.14, Missouri State Route E (also known as Stadium Blvd.), as per deed of record in Book 3557, page 139, Boone County Recorder's Office; thence southerly, along the easterly boundary of said tract of land as described in Book 3557, page 139, on a curve to the left having a radius of 275.00 feet, an arc length of 49.35 feet (the chord of said curve being S5°21'07"E, 49.28 feet) to a point 235.74 feet left of centerline Station 717+89.75, Missouri State Route E (also known as Stadium Blvd.) and the **POINT OF BEGINNING** for this description; thence southerly, along the easterly boundary of said tract of land as described in Book 3557, page 139, on a curve to the left having a radius of 275.00 feet, an arc length of 54.11 feet (the chord of said curve being S16°07'46"E, 54.02 feet); thence S83°52'37"E, 46.20 feet; thence S71°55'20"E, 432.10 feet to a point on the northerly right-of-way line of Business Loop 70, as per deed of record in Book 635, page 637, Boone County Recorder's Office; thence S82°31'40"E, along the northerly right-of-way line of Business Loop 70, 77.29 feet; thence S69°35'34"E, along the northerly right-of-way line of Business Loop 70, 216.07 feet; thence S83°59'07"E, 805.26 feet; thence S76°47'23"E, 521.00 feet; thence S81°25'19"E, 379.56 feet; thence S65°39'02"E, 26.52 feet to a point on the northerly right-of-way line of Business Loop 70; thence S82°31'40"E, along the northerly right-of-way line of Business Loop 70, 1289.29 feet; thence N52°28'20"E, 89.10 feet to a point on the westerly right-of-way line of Schwabe Lane; thence N4°09'07"E, along the westerly right-of-way line of Schwabe Lane, 2204.37 feet to a point on the southerly right-of-way line of Parkside Drive (Old Route E, Old Sexton Road); thence N63°19'12"W, along the southerly right-of-way line of Parkside Drive (Old Route E, Old Sexton Road); 54.13 feet; thence S4°09'07"W, 1108.93 feet; thence S46°16'33"E, 25.95 feet; thence S4°09'07"W, 1092.88 feet; thence S52°28'20"W, 60.84 feet; thence N82°31'40"W, 1268.58 feet; thence N16°53'06"W, 35.46 feet; thence N81°25'19"W, 397.69 feet; thence N76°47'23"W, 522.12 feet; thence N83°59'07"W, 840.60 feet; thence N71°25'49"W, 671.35 feet; thence N83°52'37"W, 88.19 feet to the point of beginning.

Containing 246,082 sq. ft. (5.65 acres)

CREASY SPRINGS, COLUMBIA, MO

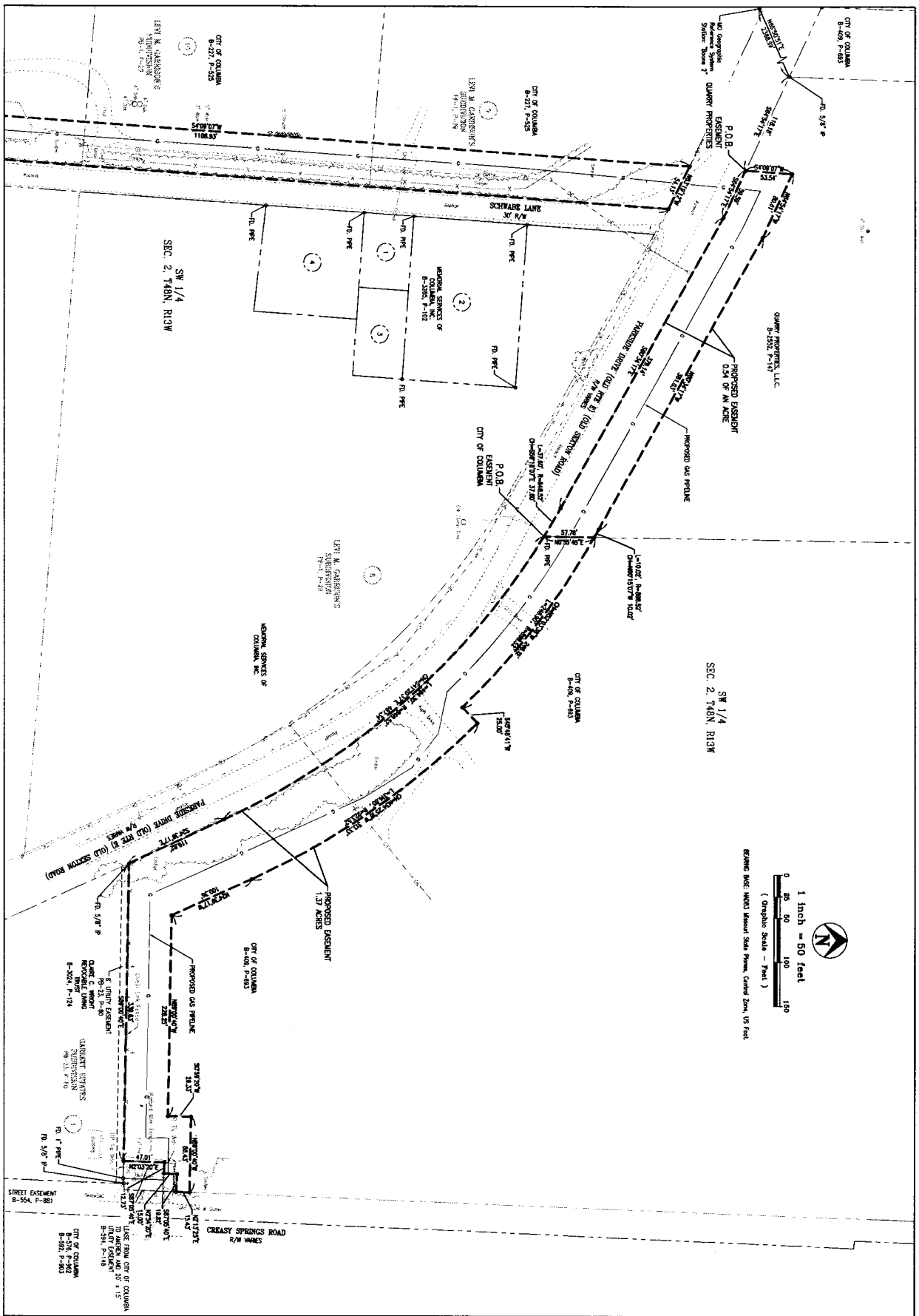
A strip of land, across part of the Southwest quarter of Section 2, Township 48 North, Range 13 West, in the City of Columbia, Boone County, Missouri, being more particularly described as follows:

From Missouri Geographic Reference System Station "Boone 2", State Plane Coordinates of Northing = 348,225.045 meters, Easting = 511,745.085 meters (1 meter = 3.28083333 feet); thence on a direct line, N65°50'51"E, 2368.99 feet to an iron pin at the southwesterly corner of a tract of land as described in Book 2552, page 147, Boone County Recorder's Office, also being a point on the northerly right-of-way line of Parkside Drive (Old Route E, Old Sexton Road); thence S64°54'17"E, along the southerly line of said tract of land as described in Book 2552, page 147, also being the northerly right-of-way line of Parkside Drive (Old Route E, Old Sexton Road), 118.18 feet; thence S64°54'17"E, along the southerly line of said tract of land as described in Book 2552, page 147, also being the northerly right-of-way line of Parkside Drive (Old Route E, Old Sexton Road), 59.59 feet; thence S60°34'17"E, along the southerly line of said tract of land as described in Book 2552, page 147, also being the northerly right-of-way line of Parkside Drive (Old Route E, Old Sexton Road), 379.14 feet; thence southeasterly, along the southerly line of said tract of land as described in Book 2552, page 147, also being the northerly right-of-way line of Parkside Drive (Old Route E, Old Sexton Road), on a curve to the right having a radius of 848.52 feet, an arc length of 37.60 feet (the

chord of said curve being S59°18'07"E, 37.60 feet), to a point on the westerly line of a tract of land as described in Book 409, page 693, Boone County Recorder's Office and the **POINT OF BEGINNING** for this description; thence southeasterly, along the southwesterly line of said tract of land as described in Book 409, page 693, also being the northeasterly right-of-way line of Parkside Drive (Old Route E, Old Sexton Road), on a curve to the right having a radius of 848.52 feet, an arc length of 494.30 feet (the chord of said curve being S41°20'37"E, 487.34 feet); thence S24°39'17"E, along the southwesterly line of said tract of land as described in Book 409, page 693, also being the northeasterly right-of-way line of Parkside Drive (Old Route E, Old Sexton Road), 119.82 feet to the southwesterly corner of said tract of land as described in Book 409, page 693; thence S89°00'40"E, along the southerly line of said tract of land as described in Book 409, page 693, 339.63 feet to the southwesterly corner of a lease agreement from the City of Columbia to Union Electric Company (now known as Ameren) as per Book 594, page 148, Boone County Recorder's Office; thence N2°03'20"E, along the westerly line of said lease agreement in Book 594, page 148, 47.01 feet to the northwesterly corner thereof; thence S87°05'40"E, along the northerly line of said lease agreement in Book 594, page 148, 12.73 feet to the southwesterly corner of a 20 foot by 15 foot utility easement from the City of Columbia to Union Electric Company (now known as Ameren) as per Book 594, page 148, Boone County Recorder's Office; thence N2°54'20"E, along the westerly line of said 20 foot by 15 foot utility easement in Book 594, page 148, 15.00 feet to the northwesterly corner thereof; thence S87°05'40"E, along the northerly line of said 20 foot by 15 foot utility easement in Book 594, page 148, 19.82 feet to a point on the westerly right-of-way line of Creasy Springs Road; thence N2°13'25"E, along the westerly right-of-way line of Creasy Springs Road, 15.43 feet; thence N89°00'40"W, 86.43 feet; thence S0°59'20"W, 26.33 feet; thence N89°00'40"W, 228.25 feet; thence N24°39'17"W, 100.36 feet; thence northwesterly, on a curve to the left having a radius of 923.52 feet, an arc length of 314.85 feet (the chord of said curve being N34°25'18"W, 313.33 feet); thence S45°48'41"W, 25.00 feet; thence northwesterly, on a curve to the left having a radius of 898.52 feet, an arc length of 246.90 feet (the chord of said curve being N52°03'38"W, 246.12 feet) to a point on the aforesaid westerly line of a tract of land as described in Book 409, page 693; thence S0°55'45"W, along the westerly line of said tract of land as described in Book 409, page 693, 57.78 feet to the point of beginning.
Containing 59,823 sq. ft. (1.37 acres)

BEARING BASE: NAD83 Missouri State Planes, Central Zone, US Foot

Exhibit B
Depiction of Easement Area



SHEET TITLE
EASEMENT EXHIBIT
 SHEET NUMBER
6
 OF 8 SHEETS

**AMEREN - GAS MAIN
 COSMO PARK**
 AMEREN
 COSMO PARK
 COLUMBIA, BOONE CO., MISSOURI

Central Missouri Professional Services, Inc.
 ENGINEERING - SURVEYING - MATERIALS TESTING
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PRINTS ISSUED
 06-28-2014
 REVISIONS: