# WATER LINE REPLACEMENT CONTRACT (2016-098-02 Route H Relocation Project)

THIS CONT	TRACT, made and	entered into this	day of	, 2019,	by and
between CITY	OF COLUMBIA, 1	MISSOURI, a munici	pal corporation,	hereinafter called '	'CITY,"
and CONSOLI	DATED PUBLIC	WATER SUPPLY D	DISTRICT NO.	1 OF BOONE CO	UNTY,
MISSOURI, a N	Aissouri public cor	poration, hereinafter o	alled "DISTRIC	T:"	

#### WITNESSETH:

WHEREAS, the CITY has prepared plans for roadway improvements to be made in the State Route H road right-of-way (herein "Road Improvements"); and

WHEREAS, in connection with the aforesaid Road Improvements the parties desire to agree to the provisions contained herein in regard to relocating and replacing a portion of the existing three inch (3") Water Line of the DISTRICT and replacing the existing Water Line of the DISTRICT with a twelve inch (12") Water Line that will run parallel and along the new right of way of State Route H.

NOW, THEREFORE, in consideration of the respective covenants of the parties and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby mutually agree as follows:

Replacement and Upgrade: In connection with making the aforesaid Road Improvements the CITY and DISTRICT shall share in the expenses of relocating and replacing that portion of the three inch (3") Water Line of the DISTRICT which runs along State Route H. The DISTRICT desires to upgrade such three inch (3") Water Line which is to be relocated, and to replace it with a (12") Water Line. Therefore, while CITY shall reimburse the DISTRICT for the costs that would be incurred in relocating the three inch (3") Water Line, the DISTRICT shall be responsible to pay for the additional costs incurred in upgrading the Water Line from a three inch (3") Water Line to a twelve inch (12") Water Line (such upgrade being referred to herein as "the Upgrade"). All costs of the work for the moving of, and such replacement of and the Upgrade of such Water Line and other Water Lines hereinafter described, and other work hereinafter described in this Contract (all, collectively, "The Work"), shall be performed by the City or its contractor in accordance with the plans attached hereto as Exhibit "A" and incorporated herein, and the Water Distribution Specifications attached hereto as Exhibit "B" and incorporated herein by reference.

- 2. <u>DISTRICT COST</u>: DISTRICT agrees that it shall reimburse CITY for all of CITY'S costs incurred by the CITY in the performance of the Work for the Upgrade, meaning that portion of all Costs incurred by the City for the Work which arises by reason of the Upgrade of the Water Line from a three inch (3")Water Line to a twelve inch (12") Water Line; provided that the sum of the costs to be reimbursed by DISTRICT to CITY for DISTRICT'S Upgrade to a twelve inch (12") Water Line shall not exceed the DISTRICT'S estimated cost which the DISTRICT estimates it would incur for the Upgrade, as such estimated cost for the Upgrade is shown on Exhibit C, which is annexed to this Agreement and is incorporated herein by reference. The costs and expenses for the Work shall be allocated between DISTRICT and CITY pursuant to Exhibit "C", which is annexed to and incorporated into this Agreement by reference.
- 3. <u>CITY COST:</u> CITY agrees that it shall be responsible for all of the costs of the Work which would otherwise be incurred for the moving and replacement of the DISTRICT'S three inch (3") Water Line, again with the costs of the Work to be allocated between DISTRICT and CITY pursuant to Exhibit "C", which is annexed to and incorporated into this Agreement. CITY shall pay to the DISTRICT the DISTRICT'S cost incurred for engineering fees, attorney fees and other reasonable costs and expenses incurred by DISTRICT in connection with the preparation of the Plans, Exhibit A, and the preparation of this Agreement, and in connection with all other matters referred to in this Agreement. CITY shall pay said amount to DISTRICT upon being furnished by the DISTRICT with an itemized list of which such costs and expenses, provided that said costs and expenses shall not exceed the sum of \$15,000.00.

#### 4. EASEMENT:

- A. <u>Easement from CITY</u>. Concurrently with the execution of this Contract, CITY shall execute and deliver to DISTRICT that Water Line Easement, a copy of which is attached hereto as Exhibit "D" and is made a part hereof. CITY agrees that it will not execute any document terminating or amending any of the aforesaid easements before The Work specified herein has been completed without the prior written consent of DISTRICT.
- B. <u>Easements to be Provided by DISTRICT</u>. Before commencement of The Work, DISTRICT shall procure the execution of those Easements for Water Line Purposes attached hereto as Exhibit "E," Exhibit "F" and Exhibit "G," and incorporated herein by reference, and shall record the same in the office of the Recorder of Deeds of Boone County, Missouri.

- 5. <u>WATERLINE INSTALLATION</u>: CITY agrees to have a Contractor approved by District install all Water Lines (collectively, "Water Lines") and other water service facilities (all, collectively, "The Work") described in and in conformity with the plans attached hereto as Exhibit "A". The Work shall also be performed in conformity with the Water Distribution Specifications and Typical Construction Details attached hereto as Exhibit "B" and made a part hereof.
- 6. <u>INSPECTION</u>: CITY agrees to give to DISTRICT not less than seventy-two (72) hours prior written notice of CITY'S intention to start The Work and DISTRICT shall have the right to have a representative present to inspect The Work as the same is being done.
- 7. <u>WATER SERVICE DISRUPTION</u>: CITY agrees that in performing The Work CITY, or its Contractor, will perform said Work in such a manner as to minimize the disruption of water service to the customers of the DISTRICT.
- 8. <u>WATER LINE TESTING</u>: DISTRICT will furnish water to the aforesaid Water Lines in connection with flushing and testing said Water Lines as required by the rules and regulations of the Missouri Department of Natural Resources.
- 9. <u>OWNERSHIP</u>: Upon completion of The Work in accordance with the provisions contained herein the aforesaid replaced Water Lines shall be deemed transferred to and shall become the Water Lines and property of the DISTRICT.
- 10. <u>CORRECTIVE WORK</u>: CITY shall promptly give DISTRICT written notice when the Road Improvements have been completed. CITY shall repair or replace at CITY'S expense any defective work or materials installed as a part of The Work performed under this Contract which arise or become apparent within one (1) year after the completion of the aforesaid Road Improvements. In addition CITY shall perform all backfilling work, erosion control work and cleanup work which DISTRICT reasonably determines to be needed within one (1) year after the Road 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, in a timely manner, its obligations under this paragraph; provided that DISTRICT notifies CITY of any loss, damage or requirement for Work within one (1) year of completion of the Road Improvement.
- 11. <u>ENFORCEMENT IN EQUITY</u>: 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.

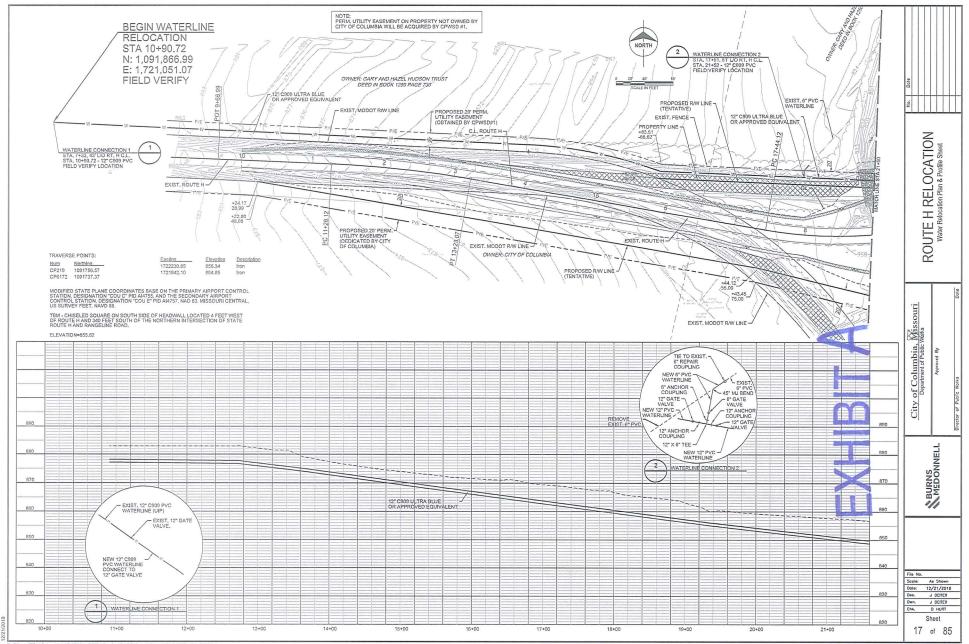
- 12. <u>LITIGATION EXPENSES</u>: In the event of any litigation between the parties in regard to the provisions of this contract, the prevailing party in said litigation shall have the right to recover from the other party all reasonable litigation expenses including a reasonable attorney fee.
- 13. <u>JURISDICTION AND VENUE</u>: The jurisdiction and venue of any dispute under the terms of this contract shall be in the Circuit Court of Boone County, Missouri.
- 14. <u>SUCCESSORS AND ASSIGNS</u>: This contract shall be binding upon the parties hereto and their successors and assigns.

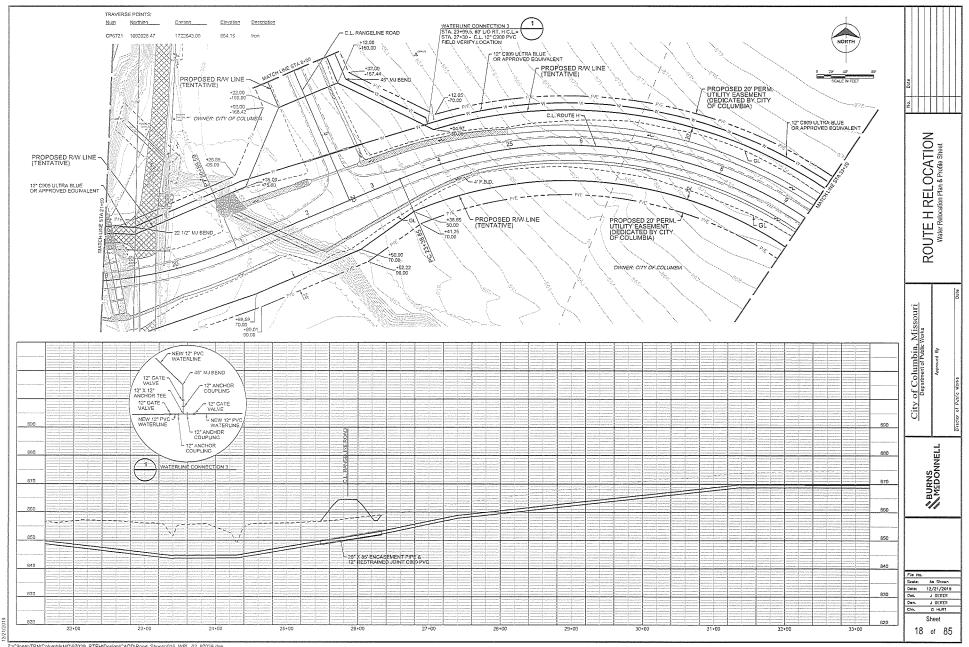
IN WITNESS WHEREOF, the parties have hereunto executed this contract the day and year first above written.

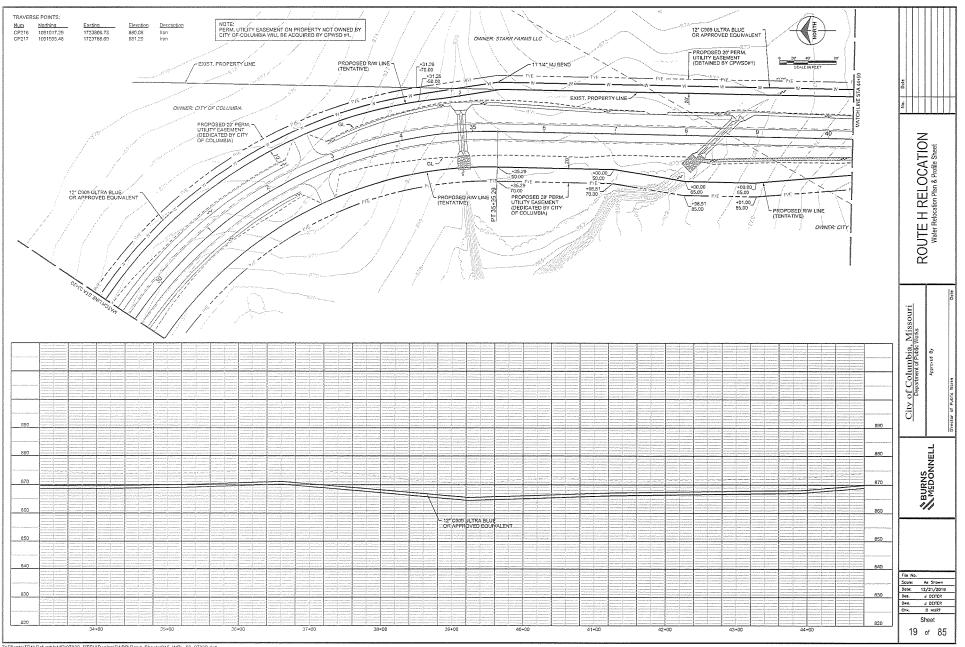
	CITY:
	CITY OF COLUMBIA, MISSOURI
	BY:
ATTEST:	
SHEELA AMIN, City Clerk	
APPROVED AS TO FORM:	
NANCY THOMPSON, City Counselog	M

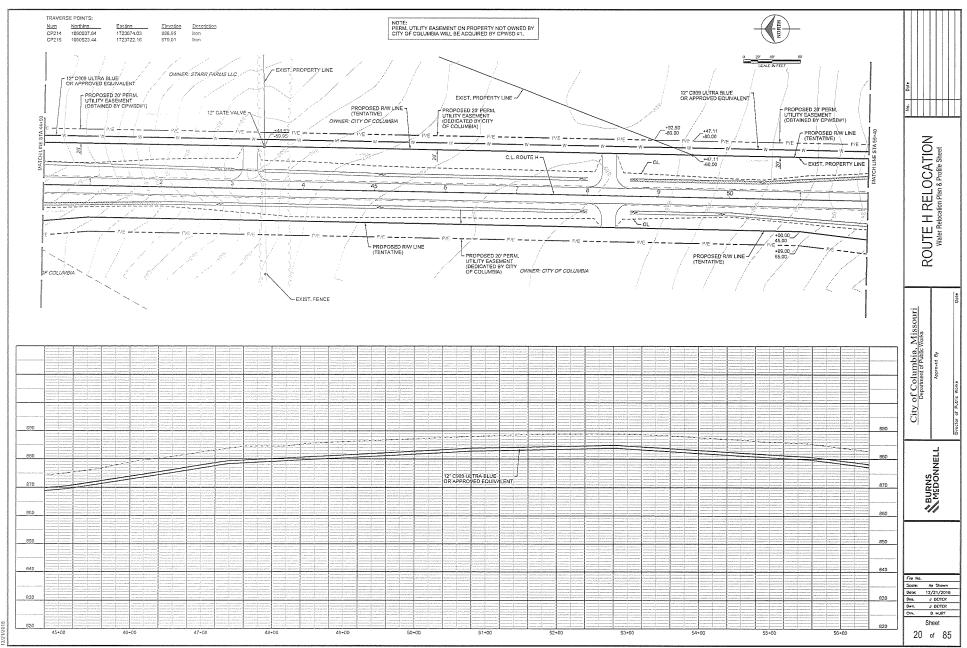
DISTRICT:
CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BOONE CITY, MISSOURI
BY:
ATTEST:
JANET SEARS, District Clerk
STATE OF MISSOURI ) ) SS.
CITY OF BOONE )
On this day of, 2019, before me appeared JOHN GLASCOCK, to be personally known, who, being by me duly sworn, did say that he is the City 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 it 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, a my office in Columbia, Missouri, the day and year first above written.
My commission expires:
Notary Public

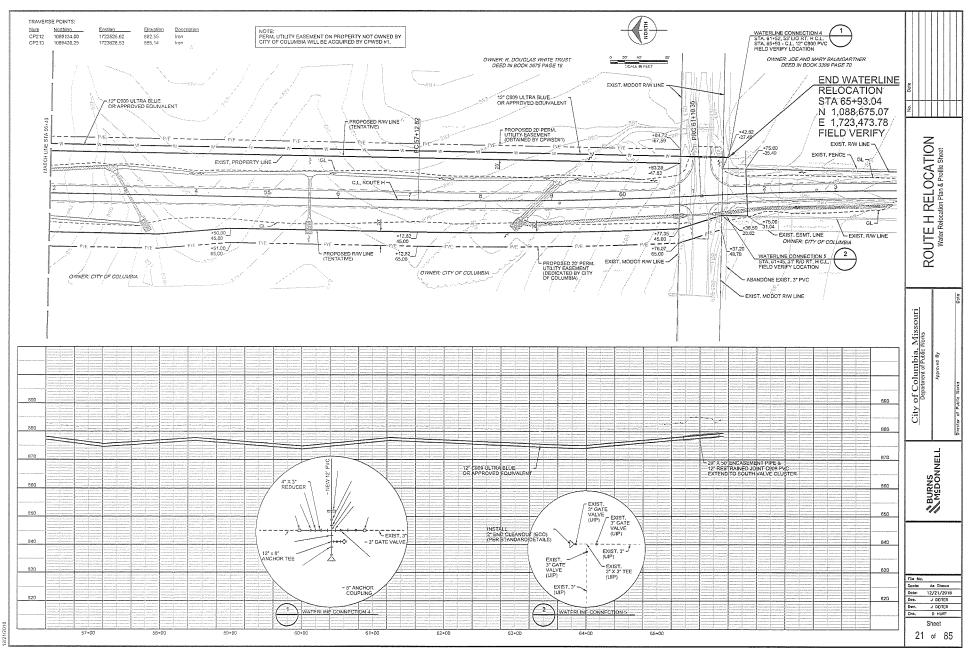
STATE OF MISSOURI )
) SS.
COUNTY OF BOONE )
On this day of, 2019, before me appeared JEROME GLASCOCK, to me personally known, who, being by me duly sworn, did say that he is the President of CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BOONE CITY, MISSOURI, a Missouri public corporation, and that 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:
Notary Public

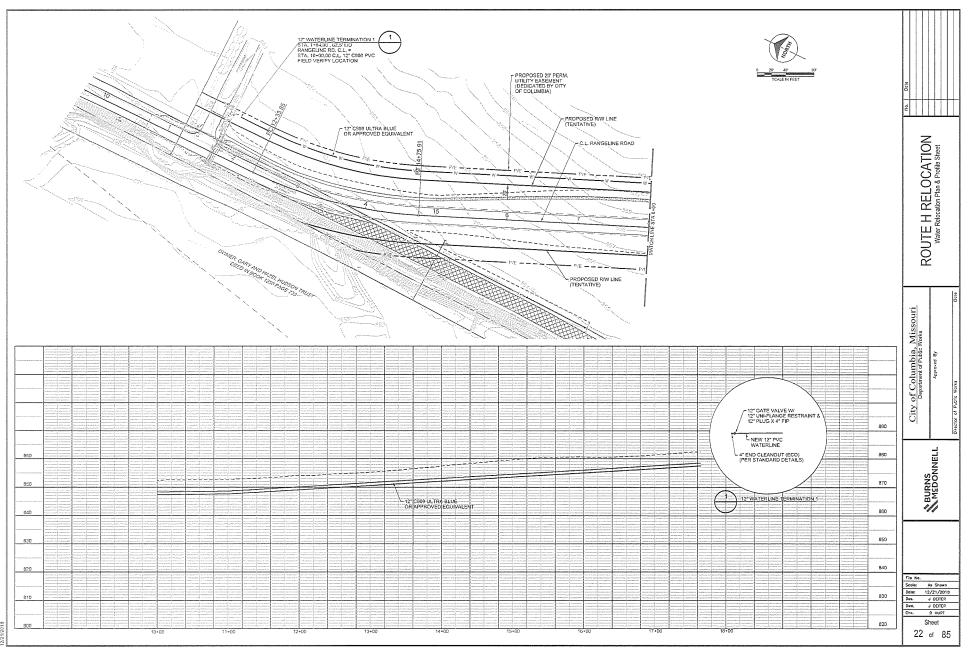


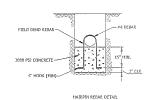








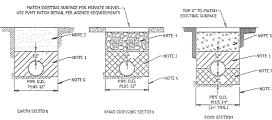




-RUN RODS THROUGH FLANGES, USE DOUBLE NUTS FOR R" AND LARGER PIPE, OR WHEN 6 OR MORE RODS ARE USED. "X" ALL-THREAD STAINLESS STEEL RODS PVC PIPE -DUC-LUGS ARE ACCEPTABLE FOR E" PIPE OR LESS. LENGTH OF PVC HIPPLE NO. OF RODS

TIEBACK RODS MAY BE ATTACHED TO D.I. FITTINGS, VALVES, INDRANTS, AND CONCRETE RESTRAINING BLOCKS.

TIEBACK ROD & HAIRPIN REBAR DETAILS

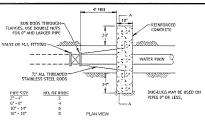


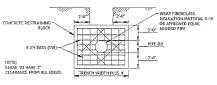
#### DEDDING AND BACKFILL NOTES:

- 1. SUITABLE EARTH EXCAVATED MATERIAL FREE FROM DEBRIS, MUCK, MUD BALLS, ROCK, AND HARD ORJECTS LARCER THAN 1° DIA, PIPE SHALL REST ON UNDISTURBED EARTH WITH CUTOUT FOR PIPE DELL.
- 2. SUITABLE EARTH EXCAVATED MATERIAL FREE FROM DEBRIS, MUCK, MUD BALLS, ROCK, AND HARD OBJECTS LARGER THAN 2" DIAL
- FOR COUNTY ROAD USE 2.5" MINUS LINESTONE ROCK, FOR OTHER ROADWAYS AND PRIVATE DRIVES USE 1" CLEAN LIMESTONE ROCK, OR AS REQUIRED BY LOCAL JURISDICTION.
- 5. SUITABLE MIX OF EARTH EXCAVATED MATERIAL WITH NO MORE THAN 50% EXCAVATED ROCK NO LARGER THAN 4" SEZE,
- 6. ADDITIONAL TRENCH WIDTH AS REQUIRED TO INSTALL FIFTINGS AND THRUST BLOCKS.
- 7. ADDITIONAL TRENCH WIDTH TO INSTALL FITTINGS AND THRUST BLOCKS TO BE PIPE O.O. PLUS 32" WITH A MINIMUM OF 42".

- SEDDING MATERIAL SHALL DE TAMPED IN LAYERS UNDER THE PIPE HAVINCHES AND AROUND THE PIPE TO TOP OF PIPE, TO PROVIDE A UNIFORM BEARING SURFACE.
- ANY OVER EXCAVATION DUE TO REMOVAL OF UNSUSTABLE MATERIAL, IN THE BOTTOM OF THE TRENCH SHALL BE BACKFILLED WITH ACCEPTABLE MATERIAL AND COMPACTED.
- 3. COVER OVER THE PIPE SHALL BE 40" UNLESS OTHERWISE SHOWN ON THE PLANS,
- 4. LOCATOR WIRE, NOT SHOWN, SHALL BE INSTALLED ON ALL PIPE.
- S. FOR ROCK SECTION, PROVIDE A 5' LONG GARTHEN DAM SECTION OF SUITABLE EARTH EXCAVATED MATERIAL FROM BOTTOM OF TRENCH TO TOP OF TRENCH A MINIMUM SPACING OF 100 FT, OR AS DIRECTED BY THE DISTRICT INSPECTOR.

PIPE TRENCHING DETAIL



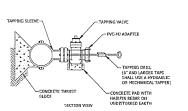


RESTRAINING BLOCK DETAIL

6" SDR 21 PVC VALVE BOX RISER CUT OUT BOTTOM OF RISER PIPE TO FIT AROUND GATE VALVES UP TO 8°. SET BELL END OF RISER ON VALVE & BLOCK FOR GATE VALVES GREATER THAN 8\*. MJ GATE VALVE - CONCRETE PAD WITH HAIRPIN REBAR ON UNDISTURBED EARTH SECTION VIEW GENERAL NOTES:

- ANCHOR COUPLING OR PVC PIPE WITH TIEBACK RODS WILL BE REQUIRED BETWEEN VALVE AND FITTINGS
- 2. WRAP VALVE AND JOINTS WITH VISQUEEN,
- 3. VALVE AND RISER SHALL SE PLUMB AND CHECKED BY A LEVEL.

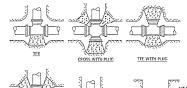
GATE VALVE AND VALVE BOX DETAIL

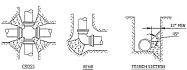


TAPPING SLEEVE AND VALVE ASSEMBLY



VERTICAL BEND THRUST BLOCK DETAIL





	HC	RIZON	TAL THR	USTOL	OCKS			
Pipe		Minimum Bearing Area						
Size	11,25	22,5	45	90	TeefPlug	Cross '		
(In)	(37)	(14f)	(af)	(56)	(5f)	(al)		
4	0.4	0.8	1.5	2.8	2.0	1.0		
6	0.8	1.7	3.2	6.0	4.2	2.1		
ô	1.4	2.8	5.5	10.1	7.2	3.6		
10	2.2	4.4	8.5	15.8	11.1	5.0		
12	3.1	6.1	12.0	22.2	15.7	7.8		
14	3.7	7.4	14.5	26.7	18.9	9.5		
16	4.8	9.6	18.9	34,9	24.7	12.3		

HORIZONTAL BEND THRUST BLOCK DETAIL

- THRUST BLOCKS SHALL BE FORMED AND POURED AGAINST UNDISTURBED SOIL KEEP "T" BOLTS CLEAR OF CONCRETE, WRAPPED IN 8 MIL VINYL PLASTIC PROTECTOR.
- 2. THICKNESS BETWEEN FITTING AND SOIL SHALL BE A MINIMUM OF 12".
- 3. CONCRETE SHALL HAVE 3000 PSI MINIMUM COMPRESSIVE STRENGTH.
- 4. PLUGS SHALL BE WRAPPED WITH 8 MIL VISQUEEN.

THRUST BLOCKING DETAIL

- NO WORK SHALL BE STARTED WITHOUT NOTIFYING CPWSD BOONE NO. 1 AT LEAST 72 HOURS IN ADVANCE AT (\$73) 449-8723.
- 2. CONTRACTOR SHALL OBTAIN A BOONE COUNTY PERMIT FROM PUBLIC WORKS, WHERE REQUIRED.
- DISTRICT WILL OBTAIN A MODOT PERMIT, WHERE REQUIRED. ANY OTHER PERMITS ARE CONTRACTOR'S RESPONSIBILITY.
- 4. CONTRACTOR IS RESPONSIBLE TO HAVE ALL UTILITIES WITHIN PROJECT AREA LOCATED IN THE FIELD PRIOR TO CONSTRUCTION, CONTACT MISSOURI ONE CALL SYSTEM AT 1-900-DIG-RITE OR B11.
- WATER LINE ALIGNMENT TO BE STAKED BY \_\_\_\_\_\_ VARIANCE FROM APPROVED ALIGNMENT MUST BE APPROVED BY WATER DISTRICT PRIOR TO INSTALLATION.

- 6. MINIMUM COVER ON WATER LINE SHALL BE 40°, UNLESS OTHERWISE NOTED.
- LOCATOR WIRE SHALL BE INSTALLED ON ALL PIPE INCLUDING SERVICE CROSSINGS, TWO STRANDS OF LOCATOR WIRE SHALL BE INSTALLED ON HIGHWAY BORES AND CREEK CROSSINGS.
- MAINTAIN 10' OF HORIZONTAL AND 18" OF VERTICAL SEPARATION BETWEEN WATER LINES AND NON-POTABLE LINES.
- 9. CONTRACTOR TO CONFIRM ALL SERVICE CROSSINGS, AS REQUIRED.
- CONCRETE THRUST BLOCKING FORMS TO BE APPROVED BY DISTRICT INSPECTOR BEFORE POURING BLOCKING. CONCRETE BLOCKS OR QUICKCRETE SHALL NOT BE ALLOWED.
- ALL LINES TO BE PIGGED, DISINFECTED AND PRESSURE TESTED PRIOR TO CONNECTING TO EXISTING MAIN, TEMPORARY BLOWOFFS, FLUSH VALUES, ETC. WILL BE THE CONTRACTOR'S PESPONSIBILITY FOR INSTALLATION AND REMOVAL, AS NECESSARY.
- TRENCH BACKFILL UNDER PRIVATE ROAD CROSSINGS SHALL BE 1" CLEAN ROCK, TRENCH BACKFILL FOR PRIVATE ENTRANCES AND COUNTY ROADS SHALL BE 1" COMPACTED SURFACE ROCK.
- TIE-INS OR WET TAP TIE-INS SHALL BE MADE ONLY AFTER CONTRACTOR OR INDIVIDUAL HAS COORDINATED AND ACQUIRED PRIOR APPROVAL FROM CPWSD FOODRE NO. 1 AS TO:
  - A) ACTUAL TIME OF DAY SERVICE WILL BE DISPUPTED.

    (B) METHOD DE TIE-IN AND MATERIAL HAVE BEEN APPROVED BY DISTRICT INSPECTOR,

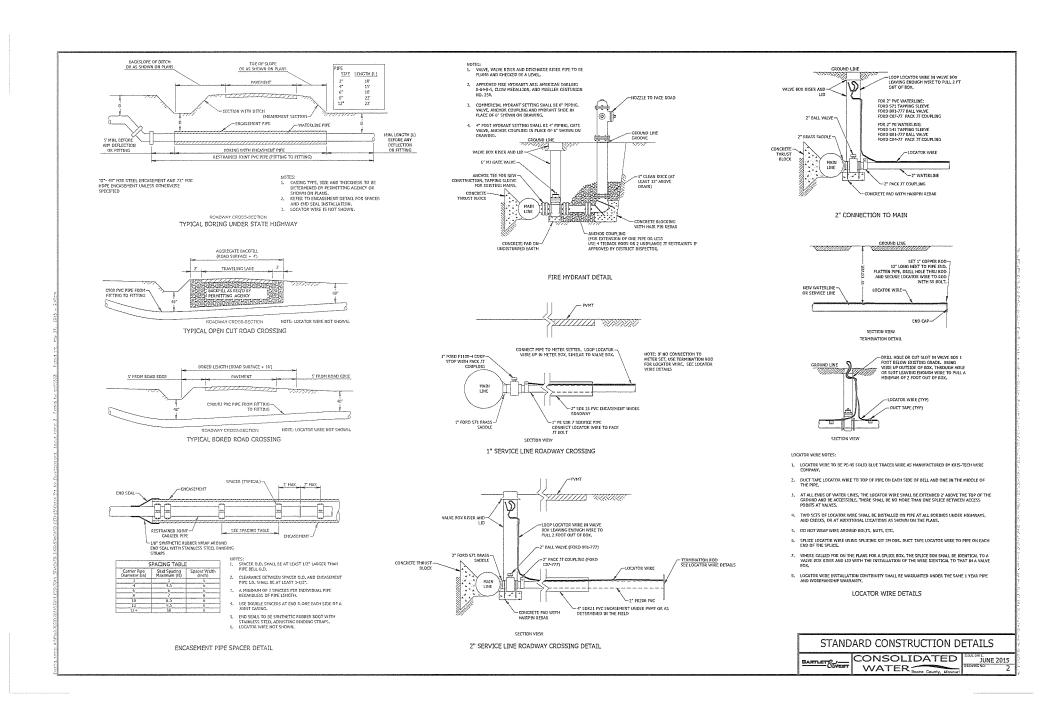
    (C) ALL MATERIALS RECEDE FOR TIC-IN ON STIT AND ASSEMBLED AS FAR AS POSSIBLES

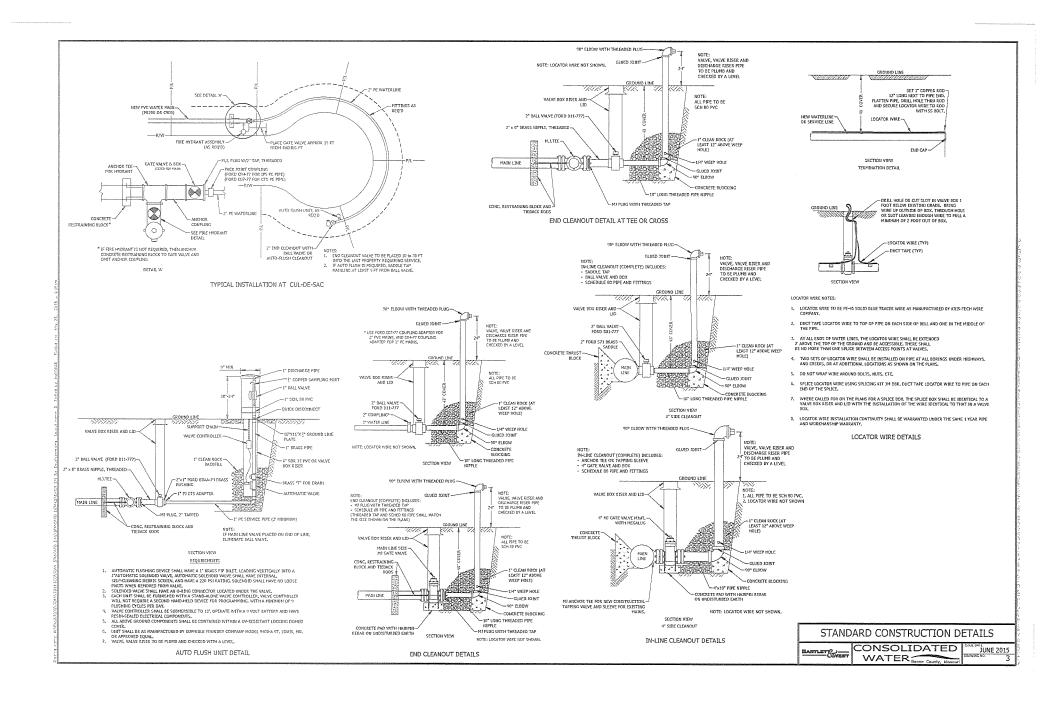
    (C) NO TIE-INS TO BE SCHEDULED ON FRIDAYS, DISTRICT PAID HOLIDAYS OR WEEKEN
- 14. CONTRACTOR TO CLEANUP, SEED AND MULCH AS PER PROJECT SPECIFICATIONS,
- 15. ALL PIPES WITH OPEN ENDS INDICATED FOR ABANDOMMENT SHALL BE CAPPED.
- 16. VALVES TO BE ABANDONED WILL REMOVE THE RISER TO AT LEAST 12" BELOW THE GROUND, THE LID WILL BE GIVEN TO THE WATER DISTRICT.
- 17. FITTINGS TO BE MECHANICAL JOINT DUCTILE IRON, PVC FITTINGS GREATER THAN 3" WILL NOT BE ALLOWED,
- 18. TEES WITH ANCHOR COUPLINGS MAY BE USED IN LIEU OF ANCHOR TEES SHOWN ON THE PLANS,
- USE OF XI ALL-THREAD STAINLESS STEEL TIE-BACK RODS MAY BE APPROVED BY THE DISTRICT INSPECTOR IN PLACE OF DI ANCHOR COUPLINGS.

STANDARD CONSTRUCTION DETAILS

CONSOLIDATED WATER

JUNE 2015





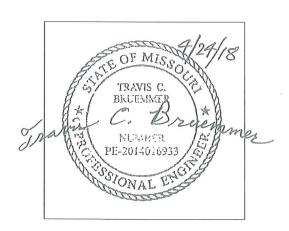
#### STANDARD SPECIFICATIONS AND DETAILS

#### 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 C**

# Route H Water Line Replacement & Upgrade Estimated Responsibility of Cost Summary

	Total	City of Columbia Responsibility	Consolidated Water Responsibility
12 Inch Water Line Installation Estimated Construction Cost (actual cost will be based on quantities installed)	\$ 284,100.00	\$ 124,200.00	\$ 159,900.00
District Engineering & Attorney Fee Design (not to exceed)	\$ 15,000.00	\$ 15,000.00	\$ -
Estimated Totals	\$ 299,100.00	\$ 139,200.00	\$ 159,900.00

The District Inspector and the City Inspector will track Water Line quantities installed using a daily quantity ledger to track the materials installed to track the cost of the project. The twelve inch (12") material list for the project is attached hereto as Exhibit A. The three inch (3") replacement material list is attached hereto as Exhibit "A-1)

### Route H Waterline Relocation & Upgrade Material List

<u>Project Description:</u> Replacment of approximatly 5300 feet of 3" waterline and appurtenances with 12" waterline and appurtenances.

	waterline and appurtenances.				
District	- 12 Inch Waterline Extension Material	List			•
11	20" Steel Encasement with 12" PR200 Restrianed Joint PVC @ Rangeline (open cut)	LF	85		
2	20" Steel Encasement with 12" PR200 Restrained Joint PVC @ Route H (Earth Bore)	LF	50		
2	12" C200 RJ PVC (open cut)	LF	80		
3	12" C900 PR235 Ultra Blue PVCO	LF	5,300		
4	6" C200 PVC	LF	20		
5	3" C200 PVC	LF	40		
6	12" Gate Valve	EA	10		
7	6" Gate Valve	EA	1		
8	3" Gate Valve	EA	2		·
9	12" Anchor Coupling	EA	9		
10	6" Anchor Coupling	EA	2		
11	4" Anchor Coupling	EA	4	-10000000-0000000000000000000000000000	***************************************
	12" MJ Bend	<u> </u>			
12		EA	5		
13	6" MJ Bend	EA	1	<u> </u>	
14	3" MJ Bend	EA	2		
15	12" x 12" x 12" MJ Tee	EA	2		
16	12" x 12" x 6" MJ Anchor Tee	EA	1		
17	12" x 4 " MJ Cross	EA	1		
18	12" x 6" MJ Reducer	EA	1		
19	4" x 3" MJ Reducer	EA	2		
20	12" MJ Sleeve	EA	2		
21	6" MJ Sleeve	EA	1		
22	3" MJ Sleeve	EA	2		
23	12" MJ Plug x Tapped 4"	EA	1		
24	12" Sigma One Lok (SLCE12)	EA	2		
25	4" End Clean Out Complete	EA	1		
26	2" End Clean Out Complete	EA	1		
27	1" PE Service Line	LF	100		
28	1" PE Service Line with 2" Encasement	LF	40		
29	Relocate Service Meter	EA	1		
30	Remove Existing 1.5" Meter @ Airport Property	EA	1		
31	Fire Hydrant Installation	EA	1		
32	Rock Trench Excavation	CY	5		
33	Crovel for Structures, Transh Bookfill	CY	20		
34	Gravel for Structures, Trench Backfill, and Road Surfaces	TON	200		
35	Connect to Existing 12" @ Rt. H	EA	1		
36	Connect to Existing 6" @ Rangeline North	EA	1		
37	Connect to Existing 3" @ Rangelien South	EA	1	***************************************	
38	Permanent Seed & Mulch	LF	5,300		
39	Restoration Waterline Testing	LF	5,300		
40	Waterline Testing	LS	1		1

# **EXHIBIT A**

JILY " J	Inch Waterline Replacement Material Lis	St			
			Etimated	Unit	
tem No.	Description	Unit	Quantities	Price	Amount
	8" PVC Encasement With 3" PR200 RJ PVC @				
1	Rangeline (open cut)	LF.	85		
	8" Steel Encasement With 3" C200 RJ PVC @				
2	Route H (earth bore)	LF	50	:	
3	3" RJ C200 PVC (open cut)	LF	80		
4	3" C200 PVC	LF	5,300		
5	6" C200 PVC	LF	20		
6	6" Gate Valve	EA	1		
7	3" Gate Valve	EA	10		
8	3" Anchor Coupling	EA	9		
9	3" DI Tee	EA	3		
10	3" MJ Bend	EA	5		
11	3" MJ Sleeve	EA	2		Committee of the transport
12	6" MJ Sleeve	EA	1		
13	3" MJ Plug x 2" FIP	EA	1		
14	2" ECO Complete	EA	2		
15	1" PE Service Line	LF	100		
16	1" PE Service Line with 2" Encasement	LF	40		
17	Relocate Service Meter	EA	1		
18	Remove Existing 1.5" Meter @ Airport Property	EA	1		
	Rock Trench Excavation	CY	5		
	Concrete Thrust Blocking	CY	20		
	Gravel for Structures, Trench Backfill,				
	and Road Surfaces	TON	200		
19	Connect to Existing 6" @ Rangeline North	EA	1		
20	Connect to Existing 3" @ Rangeline South	EA	1		
21	Connect to Existing 3" @ Beginning of Project	EA	1		
22	Permanent Seed & Mulch	LF	5,300		
23	Restoration	LF	5,300		
24	Waterline Testing	LS	1		

# **EXHIBIT A-1**

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

#### WATER LINE EASEMENT

THIS INDENTURE, made on the	day of		, 20	, by
and between the CITY OF COLUMBIA	, Missouri, a municipa	I corporation in the State	of Missouri,	Grantor
and CONSOLIDATED PUBLIC WATE	R SUPPLY DISTRICT	NO. 1, of Boone County,	Missouri org	ganized
under the laws of the State of Missouri	, Grantee (Grantee's n	nailing address is 1500 N	orth 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 OFBOONE 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"E356.65 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 <u>Exhibit A</u>, 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 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.

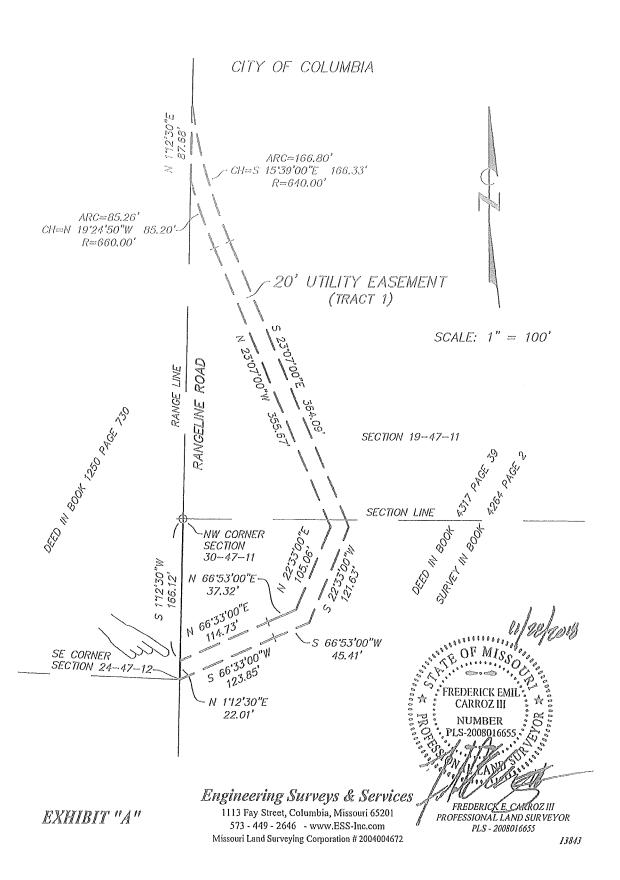
Grantor, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including at the location of the easement granted herein; this right to develop and improve includes the right to remove or relocate any structure on the Airport, 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.

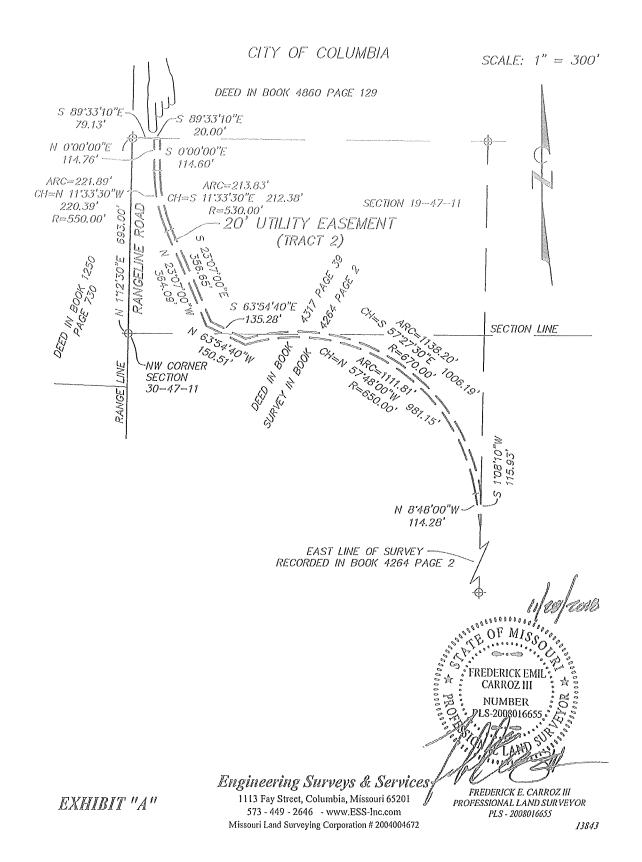
In the event Grantor requires the easement premises for expansion, improvements, development of the Airport, Grantor reserves the right, on a six (6) months' notice, to relocate or replace the Grantee's improvements in substantially similar form at another generally comparable location on the Airport 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.

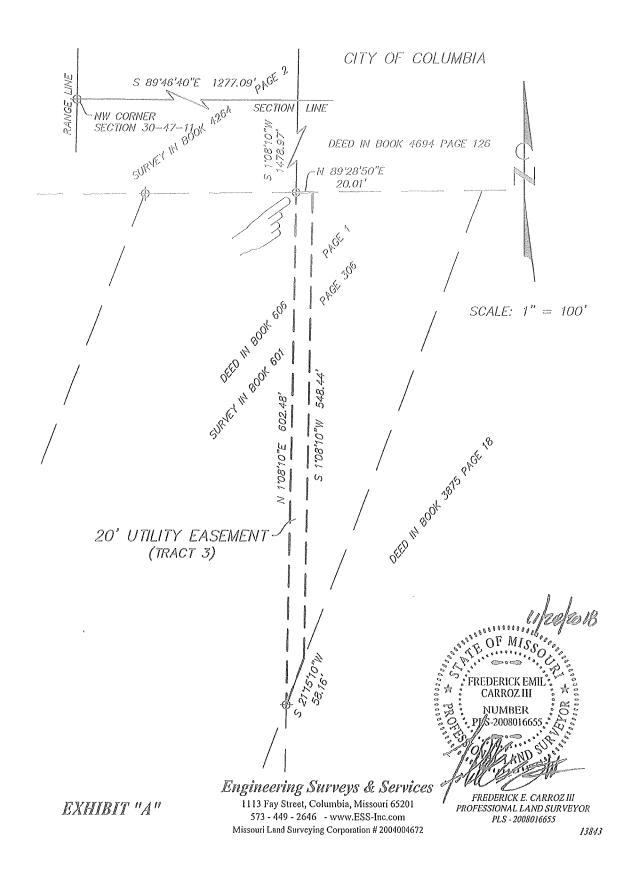
IN WITNESS WHEREOF, the said City of Columbia has caused these presents to be signed by its City Manager the day and year first above written.

#### City of Columbia, Missouri

Ву	: John Glascock, City Manager
Attest:	
Sheela Amin, City Clerk	-
Approved as to form:	
Nancy Thompson, City Counselor	
STATE OF Missouri )	
)ss. COUNTY OF Boone )	
and for said state, personally appeared, John Glasco the City Manager of the City of Columbia, Missouri, municipal corporation and further acknowledged tha	in the year 20, before me, a Notary Public in ck, who being by me duly sworn, acknowledged that he is and that said instrument was signed in behalf of said at he executed the same as a free act and deed for the d the authority by said corporation to execute the same.
IN TESTIMONY WHEREOF, I have hereunto set my written above.	y hand and affixed my official seal the day and year last
My commission expires:	<u>.</u>
	Notary Public







#### GRANT OF WATER LINE EASEMENT

Grantor:

Starr Farms LLC, a Missouri Limited Liability Company [3401 Broadway Business Park STE 101,

Columbia, MO 65203]

Grantee:

Consolidated Public Water Supply District No. 1 of Boone County, Missouri [1500 North Seventh

Street, Columbia, MO 65201]

Legal

Description:

The following described real estate situated in Boone County, Missouri:

A tract of land containing 119.30 acres, more or less, located in the North Half (N ½) of Section 30, Township 47 North, Range 11 West, Boone County, Missouri, and described in warranty deed Book 4694, Page 126, Records of Boone County, Missouri.

and the following part of such real estate:

Starting at the northwest corner of Section 30, Township 47 North, Range 11 West, thence along the section line, S 89°46'10"E 1277.25 feet to the east line of the tract described by survey recorded in Book 4264 Page 2, records of Boone County, Missouri; thence along said line, S 1°08'10"W 554.24 feet to the point of beginning.

From the point of beginning, thence leaving the east line of the tract described by survey recorded in book 4264 page 2, S 13°35'00"E 118.06 feet; thence S 1°08'10"W 809.88 feet to the northerly line of the tract described by survey recorded in book 601 page 306; thence along said line, S 89°28'30"W 30.01 feet to the southeast corner of the tract described by survey recorded in book 4264 page 2, records of Boone County, Missouri; thence along the easterly line thereof,

N 1°08'10"E 924.93 feet to the point of beginning, and containing 26,022 square feet or 0.60 acre.

Date of Document:	2018



#### Consolidated Public Water Supply District No. 1 of Boone County, Missouri 1500 North Seventh Street, Columbia, MO 65201 573-449-8723

#### GRANT OF WATER LINE EASEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

That Starr Farms LLC, a Missouri Limited Liability Company, (hereinafter referred to, jointly and severally if more than one, as Grantor) (Grantors mailing address is: 3401 Broadway Business Park STE 101, Columbia, MO 65203), for and in consideration of the sum of One Hundred Dollars (\$100.00) to Grantor paid, and other valuable consideration paid and delivered to Grantor by Consolidated Public Water Supply District No. 1 of Boone County, Missouri (a consolidated public water supply district organized under Chapter 247 of the Revised Statutes of Missouri, which is hereinafter referred to as Grantee) (Grantees mailing address is: 1500 North Seventh Street, Columbia, MO 65201) [the receipt and sufficiency of which are hereby acknowledged and confessed by Grantor], hereby Grants, Bargains, Sells and Conveys to Grantee perpetual casements and rights (collectively, "the Easements"), with respect to a portion (such portion being hereinafter referred to and described as "the Easement Land") of Grantor's Land and real estate ("Grantor's Land"), which such Grantor's Land is situated in the County of Boone, State of Missouri, and is described as follows:

A TRACT OF LAND CONTAINING 119.30 ACRES, MORE OR LESS, LOCATED IN THE NORTH HALF (N ½) OF SECTION 30, TOWNSHIP 47 NORTH, RANGE 11 WEST, BOONE COUNTY, MISSOURI, AND DESCRIBED IN WARRANTY DEED BOOK 4694, PAGE 126, RECORDS OF BOONE COUNTY, MISSOURI.

to enter upon such portion of Grantor's Land, and to erect, construct, install, lay, operate, inspect, maintain, repair, rebuild, upgrade, enhance, improve, replace, remove and patrol on, over and under said portion of said Grantor's Land (said portion of Grantor's Land being hereinafter referred to as "the Easement Land"), and in and upon all streets, roads, or highways abutting upon said Easement Land, one or more pipes of any size for the transmission of water, and all appliances necessary in connection therewith, together with the perpetual right to go in and upon said Easement Land for said purposes.

The Easements granted hereby, and the perpetual easements and rights granted hereby, shall be over, across and upon and shall affect only the following described portion of Grantor's Land, which such portion of Grantor's Land is referred to herein as "the Easement Land", and which is located within the boundaries of Grantor's above-described Land, and within Boone County, Missouri:

STARTING AT THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 47 NORTH, RANGE 11 WEST, THENCE ALONG THE SECTION LINE, S 89°46'10"E 1277.25 FEET TO THE EAST LINE OF THE TRACT DESCRIBED BY SURVEY RECORDED IN BOOK 4264 PAGE 2, RECORDS OF BOONE COUNTY, MISSOURI; THENCE ALONG SAID LINE, S 1°08'10"W 554.24 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, THENCE LEAVING THE EAST LINE OF THE TRACT DESCRIBED BY SURVEY RECORDED IN BOOK 4264 PAGE 2, S 13°35'00"E 118.06 FEET; THENCE S 1°08'10"W 809.88 FEET TO THE NORTHERLY LINE OF THE TRACT DESCRIBED BY SURVEY RECORDED IN BOOK 601 PAGE 306; THENCE ALONG SAID LINE, S 89°28'30"W 30.01 FEET TO THE SOUTHEAST CORNER OF THE TRACT DESCRIBED BY SURVEY RECORDED IN BOOK 4264 PAGE 2, RECORDS OF BOONE COUNTY, MISSOURI; THENCE ALONG THE EASTERLY LINE THEREOF, N 1°08'10"E 924.93 FEET TO THE POINT OF BEGINNING, AND CONTAINING 26,022 SQUARE FEET OR 0.60 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.)

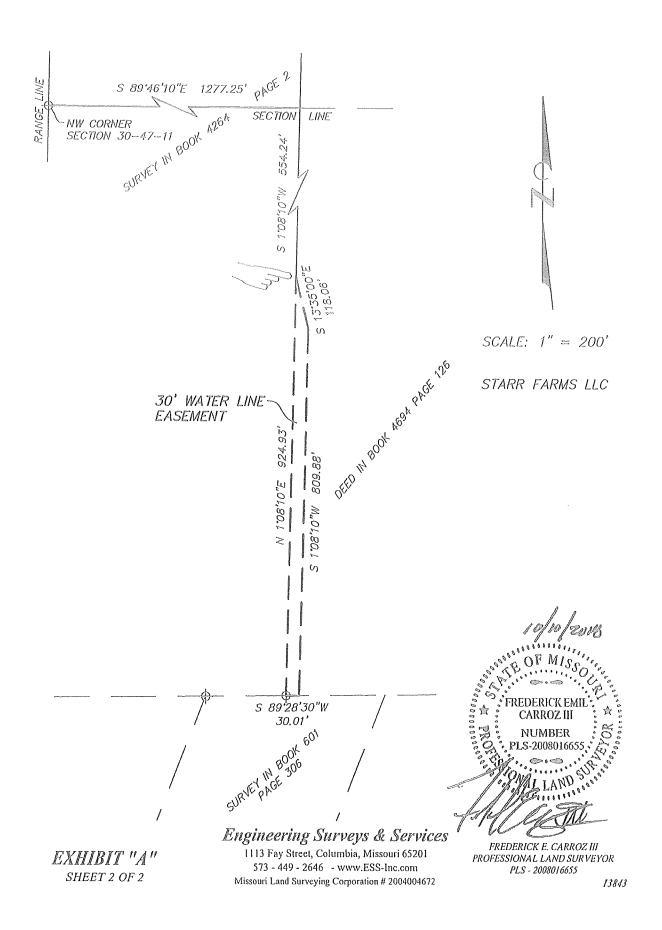
TO HAVE AND TO HOLD the said easements and rights unto the said Grantee forever.

It is understood and agreed that the consideration herein stated shall be the full consideration due to Grantor from said Grantee for going upon said Easement Land and the laying of said water pipe lines and appliances.

Title to said water pipe lines and appliances shall be and remain in Grantee.

Grantor covenants to and with said Grantee that subject to existing easements, if any, for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and telegraph lines covering Grantors Land herein described, Grantor is lawfully seized and possessed of said Grantors Land, and has a good and lawful right and power to sell and convey them and that they are free and clear of all liens and encumbrances, except as herein stated.

IN WITNESS W		Grantor has executed this deed on this day of	
		Starr Farms LLC, a Missouri Limited Liability Company	
	Russell A. Starr, Member Starr Farms LLC		
		Glenna J. Starr, Member Starr Farms LLC	
		James Lee Starr, Member Starr Farms LLC	
		Judith Lynne Starr, Member Starr Farms LLC	
STATE OF MISSOURI COUNTY OF BOONE	) ) SS.		
On this			
	Y WHEREOF, I have hereu day and year first above wri	nto set my hand and affixed my official seal, at my office in tten.	
My commission expires:	·		
		Notary Public	





Recorded in Boone County, Missouri

Date and Time: 11/13/2017 at 03:16:05 PM Instrument #: 2017023195 Book: 4826 Page: 131

Instrument Type: ESMT Recording Fee: \$30.00 S

No. of Pages: 3

Nora Dietzel, Recorder of Deeds

#### GRANT OF WATER LINE EASEMENT

Grantor:

Gary V. Hudson and Hazel F. Hudson, husband and wife, Trustees of the Gary and Hazel Hudson

Trust UTA dated October 12, 1994 [9601 S. Rangeline Road Columbia, MO 65201]

Grantee:

Consolidated Public Water Supply District No. 1 of Boone County, Missouri [1500 North Seventh

Street, Columbia, MO 65201]

Legal

Description:

The following described real estate situated in Boone County, Missouri:

The Southeast Quarter (SE ½) of the Northeast Quarter (NE ½) and the East Half (E ½) of the Southeast Quarter (SE ½) of Section 24, Township 47, Range 12 in Boone County, Missouri, except that part deeded to the State of Missouri for road purposes by deed recorded in Book 1, Page 460 Deed Records of Boone County, Missouri and this property being described in deed recorded in Book 1250, Page 730, Records of Boone County, Missouri.

and the following part of such real estate:

A strip of land being twenty feet (20') wide abutting the north right of way of State Route H.

Said twenty feet (20') to be shortened or lengthened as necessary to abut the east & west lines of the above described said tract.

Date of Document: /0-3/- ,2017



#### Consolidated Public Water Supply District No. 1 of Boone County, Missouri 1500 North Seventh Street, Columbia, MO 65201 573-449-8723

#### GRANT OF WATER LINE EASEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

That Gary V. Hudson and Hazel F. Hudson, husband and wife, Trustees of the Gary and Hazel Hudson Trust UTA dated October 12, 1994 (hereinafter referred to, jointly and severally if more than one, as Grantor) (Grantors mailing address is: 9601 S. Rangeline Road Columbia, MO 65201), for and in consideration of the sum of One Hundred Dollars (\$100.00) to Grantor paid, and other valuable consideration paid and delivered to Grantor by Consolidated Public Water Supply District No. 1 of Boone County, Missouri (a consolidated public water supply district organized under Chapter 247 of the Revised Statutes of Missouri, which is hereinafter referred to as Grantee) (Grantees mailing address is: 1500 North Seventh Street, Columbia, MO 65201) [the receipt and sufficiency of which are hereby acknowledged and confessed by Grantor], hereby Grants, Bargains, Sells and Conveys to Grantee perpetual easements and rights (collectively, "the Easements"), with respect to a portion (such portion being hereinafter referred to and described as "the Easement Land") of Grantor's Land and real estate ("Grantor's Land"), which such Grantor's Land is situated in the County of Boone, State of Missouri, and is described as follows:

THE SOUTHEAST QUARTER (SE ½) OF THE NORTHEAST QUARTER (NE ½) AND THE EAST HALF (E ½) OF THE SOUTHEAST QUARTER (SE ½) OF SECTION 24, TOWNSHIP 47, RANGE 12 IN BOONE COUNTY, MISSOURI, EXCEPT THAT PART DEEDED TO THE STATE OF MISSOURI FOR ROAD PURPOSES BY DEED RECORDED IN BOOK 1, PAGE 460 DEED RECORDS OF BOONE COUNTY, MISSOURI AND THIS PROPERTY BEING DESCRIBED IN DEED RECORDED IN BOOK 1250, PAGE 730, RECORDS OF BOONE COUNTY, MISSOURI.

to enter upon such portion of Grantor's Land, and to erect, construct, install, lay, operate, inspect, maintain, repair, rebuild, upgrade, enhance, improve, replace, remove and patrol on, over and under said portion of said Grantor's Land (said portion of Grantor's Land being hereinafter referred to as "the Easement Land"), and in and upon all streets, roads, or highways abutting upon said Easement Land, one or more pipes of any size for the transmission of water, and all appliances necessary in connection therewith, together with the perpetual right to go in and upon said Easement Land for said purposes.

The Easements granted hereby, and the perpetual easements and rights granted hereby, shall be over, across and upon and shall affect only the following described portion of Grantor's Land, which such portion of Grantor's Land is referred to herein as "the Easement Land", and which is located within the boundaries of Grantor's above-described Land, and within Boone County, Missouri:

A STRIP OF LAND BEING TWENTY FEET (20') WIDE ABUTTING THE NORTH RIGHT OF WAY OF STATE ROUTE H.

SAID TWENTY FEET (20') TO BE SHORTENED OR LENGTHENED AS NECESSARY TO ABUT THE EAST & WEST LINES OF THE ABOVE DESCRIBED SAID TRACT.

TO HAVE AND TO HOLD the said easements and rights unto the said Grantee forever.

It is understood and agreed that the consideration herein stated shall be the full consideration due to Grantor from said Grantee for going upon said Easement Land and the laying of said water pipe lines and appliances.

Title to said water pipe lines and appliances shall be and remain in Grantee.

Grantor covenants to and with said Grantee that subject to existing easements, if any, for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and telegraph

lines covering Grantors Land herein described, Grantor is lawfully seized and possessed of said Grantors Land, and	1
has a good and lawful right and power to sell and convey them and that they are free and clear of all liens and	
encumbrances, except as herein stated.	

encumbrances, except as			
IN WITNESS W	/HEREOF, the undersigned 17.	d Grantor has executed this deed	don this $\frac{3/2^4}{2}$ day of
		Gary V. Hudson, Trustee	J. oron
		Hazel F. Hudson, Trustee	·-
STATE OF MISSOURI	)		
COUNTY OF BOONE	SS.		
	)		
BOONE, in the State of M Trustees of the Gary and I	AISSOURI, personally app Hazel Hudson Trust UTA (	eared, Gary V. Hudson and Haz dated October 12, 1994, to me k	ry Public in and for the County of zel F. Hudson, husband and wife, known to be the persons y executed the same as their free
	Y WHEREOF, I have here lay and year first above wr	unto set my hand and affixed m	y official seal, at my office in
My commission expires:	3-21-2017	Notary Public	CHAD HENRY My Commission Expires March 21, 2018
		OF MISE	Boone County Commission #14397914



Recorded in Boone County, Missouri

Date and Time: 06/18/2018 at 10:10:23 AM

Instrument #: 2018011613 Book: 4908 Page: 71

Instrument Type: ESMT Recording Fee: \$33.00 S

No. of Pages:

Markluty L. Nora Dietzel, Recorder of Deeds

#### GRANT OF WATER LINE EASEMENT

Grantor:

R. Douglas White, Trustee of the R. Douglas White Trust, established by Revocable Living Trust

Indenture dated November 13, 2003 [8801 E. Highway H, Ashland, MO 65010]

Grantee:

Consolidated Public Water Supply District No. 1 of Boone County, Missouri [1500 North Seventh

Street, Columbia, MO 65201]

Legal

Description:

The following described real estate situated in Boone County, Missouri:

A tract of land containing 48.70 acres, more or less, located in the southeast quarter (SE ¼) of the northwest quarter (NW ¼) of Section 30, Township 47 North, Range 11 West, Boone County, Missouri, and described in deed recorded in Book 3875, Page 18 Records of Boone County, Missouri.

and the following part of such real estate:

A strip of land being twenty feet (20') in width, described follows:

Starting at the northwest corner of Section 30, Township 47 North, Range 11 West, thence along the section line, S 89°46'10"E 1277.25 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 1479.17 feet to the southeast corner of said tract; thence S 1°07'50"W 602.48 feet to the northeast corner of the tract described by survey recorded in book 4264 page 3, the point of beginning.

From the point of beginning, thence along the easterly line of the tract described by survey recorded in book 601, page 306, N 21°14′50″E 58.16 feet; thence leaving said line, S 1°08′10″W 1187.37 feet to the northerly right-of-way line of State Route H; thence along said line, N 88°57′50″W 20.00 feet to the southeast corner the tract described by survey recorded in book 4264 page 3; thence along the easterly line thereof, N 1°08′10″E 1132.79 feet to the point of beginning, and containing 23,202 square feet or 0.53 acre.



#### Consolidated Public Water Supply District No. 1 of Boone County, Missouri 1500 North Seventh Street, Columbia, MO 65201 573-449-8723

#### GRANT OF WATER LINE EASEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

That R. Douglas White, Trustee of the R. Douglas White Trust, established by Revocable Living Trust Indenture dated November 13, 2003 (hereinafter referred to, jointly and severally if more than one, as Grantor) (Grantors mailing address is: 8801 E. Highway H, Ashland, MO 65010), for and in consideration of the sum of One Hundred Dollars (\$100.00) to Grantor paid, and other valuable consideration paid and delivered to Grantor by Consolidated Public Water Supply District No. 1 of Boone County, Missouri (a consolidated public water supply district organized under Chapter 247 of the Revised Statutes of Missouri, which is hereinafter referred to as Grantce) (Grantees mailing address is: 1500 North Seventh Street, Columbia, MO 65201) [the receipt and sufficiency of which are hereby acknowledged and confessed by Grantor], hereby Grants, Bargains, Sells and Conveys to Grantee perpetual easements and rights (collectively, "the Easements"), with respect to a portion (such portion being hereinafter referred to and described as "the Easement Land") of Grantor's Land and real estate ("Grantor's Land"), which such Grantor's Land is situated in the County of Boone, State of Missouri, and is described as follows:

A TRACT OF LAND CONTAINING 48.70 ACRES, MORE OR LESS, LOCATED IN THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 30, TOWNSHIP 47 NORTH, RANGE 11 WEST, BOONE COUNTY, MISSOURI, AND DESCRIBED IN DEED RECORDED IN BOOK 3875, PAGE 18 RECORDS OF BOONE COUNTY, MISSOURI.

to enter upon such portion of Grantor's Land, and to erect, construct, install, lay, operate, inspect, maintain, repair, rebuild, upgrade, enhance, improve, replace, remove and patrol on, over and under said portion of said Grantor's Land (said portion of Grantor's Land being hereinafter referred to as "the Easement Land"), and in and upon all streets, roads, or highways abutting upon said Easement Land, one or more pipes of any size for the transmission of water, and all appliances necessary in connection therewith, together with the perpetual right to go in and upon said Easement Land for said purposes.

The Easements granted hereby, and the perpetual easements and rights granted hereby, shall be over, across and upon and shall affect only the following described portion of Grantor's Land, which such portion of Grantor's Land is referred to herein as "the Easement Land", and which is located within the boundaries of Grantor's above-described Land, and within Boone County, Missouri:

A STRIP OF LAND BEING TWENTY FEET (20') IN WIDTH, DESCRIBED FOLLOWS:

STARTING AT THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 47 NORTH, RANGE 11 WEST, THENCE ALONG THE SECTION LINE, S 89°46′10″E 1277.25 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 1479.17 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE S 1°07′50″W 602.48 FEET TO THE NORTHEAST CORNER OF THE TRACT DESCRIBED BY SURVEY RECORDED IN BOOK 4264 PAGE 3, THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, THENCE ALONG THE EASTERLY LINE OF THE TRACT DESCRIBED BY SURVEY RECORDED IN BOOK 601 PAGE 306, N 21°14'50"E 58.16 FEET; THENCE LEAVING SAID LINE, S 1°08'10"W 1187.37 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROUTE H; THENCE ALONG SAID LINE, N 88°57'50"W 20.00 FEET TO THE SOUTHEAST CORNER THE TRACT DESCRIBED BY SURVEY RECORDED IN BOOK 4264 PAGE 3; THENCE ALONG THE EASTERLY LINE THEREOF, N 1°08'10"E 1132.79 FEET TO THE POINT OF BEGINNING, AND CONTAINING 23,202 SQUARE FEET OR 0.53 ACRE.

## (SAID EASEMENT LAND IS SHOWN AND DESCRIBED BY EXHIBIT A, WHICH IS ATTACHED TO THIS GRANT OF EASEMENT AND IS INCORPORATED INTO THIS GRANT OF EASEMENT BY REFERENCE.)

TO HAVE AND TO HOLD the said easements and rights unto the said Grantee forever.

It is understood and agreed that the consideration herein stated shall be the full consideration due to Grantor from said Grantee for going upon said Easement Land and the laying of said water pipe lines and appliances.

Title to said water pipe lines and appliances shall be and remain in Grantee.

Grantor covenants to and with said Grantee that subject to existing easements, if any, for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and telegraph lines covering Grantors Land herein described, Grantor is lawfully seized and possessed of said Grantors Land, and has a good and lawful right and power to sell and convey them and that they are free and clear of all liens and encumbrances, except as herein stated.

IN WITNESS WHEREOF, the undersigned G	rantor has executed this deed on this $rac{+-}{-}$ day of
, 2018.	Louglas White, Trustee
STATE OF MISSOURI )	
) SS.	
COUNTY OF BOONE )	
BOONE, in the State of MISSOURI, personally appear Trust, established by Revocable Living Trust Indent	, 2018, before me, a Notary Public in and for the County of ed, R. Douglas White, Trustee of the R. Douglas White ture dated November 13, 2003, to me known to be the astrument and acknowledged that they executed the same as
IN TESTIMONY WHEREOF, I have hereunte Columbia, Missouri, the day and year first above writte	o set my hand and affixed my official seal, at my office in n.
My commission expires: 3-71-7077.	
$\overline{N}$	lotary Public
	CHAD HENRY Notary Public – Notary Seal Boone County – State of Missouri Commission Number 14397914 My Commission Expires Mar 21, 2022

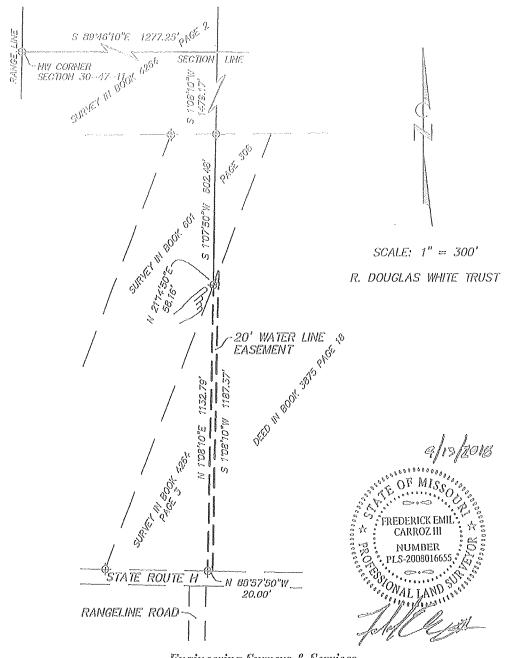


EXHIBIT "A"
SHEET 2 OF 2

Engineeving Surveys & Services
1113 Fay Street, Columbia, Missouri 65201
573 - 449 - 2646 - www.ESS-Inc.com

Missouri Land Surveying Corporation # 2004004672

FREDERICK E. CARROZ III PROFESSIONAL LAND SURVEYOR PLS - 2008016655 13843