

GRANT OF EASEMENT FOR WATER UTILITY PURPOSES

THIS INDENTURE, made on the _____ day of _____, 20___, by and between the City of Columbia, Missouri, a municipal corporation in the State of Missouri, Grantor and Consolidated Public Water Supply District No. 1 of Boone County, Missouri organized under the laws of the State of Missouri, Grantee (Grantee's mailing address is 1500 North 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

A STRIP OF LAND TWENTY FEET (20') IN WIDTH ACROSS THE SOUTH PART OF A TRACT OF LAND DEEDED TO THE CITY OF COLUMBIA; SAID TRACT BEING IN EAST HALF (E ½) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼), AND THE EAST HALF (E ½) OF THE EAST HALF (E ½) OF THE SOUTHEAST QUARTER (SE ¼), BOTH IN SECTION 23; THE WEST HALF (W ½) OF THE NORTHWEST QUARTER (NW ¼), AND THE WEST HALF (W ½) OF THE SOUTHWEST QUARTER (SW ¼), BOTH IN SECTION 24; ALL IN TOWNSHIP 47 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI AND AS DESCRIBED IN *CORPORATION GENERAL WARRANTY DEED RECORDED IN BOOK 1669, PAGE 937 OF THE REAL ESTATE RECORDS OF BOONE COUNTY, MISSOURI.*

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

By: _____
Mike Matthes, City Manager

Attest:

Sheela Amin, City Clerk

Approved as to form:

Nancy Thompson, City Counselor

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, Missouri, and that said instrument was signed in behalf of said municipal corporation and further acknowledged that he executed the same as a free act and deed for the purposes therein stated and that 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