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**REMS INFORMATION**

Agreement ID: UEC-202507-59577

Project ID: 78426

**EASEMENT AGREEMENT**

25411 HIGHWAY 179, BOONVILLE, MO 65233  
PARCEL NO. 08-4.0-17-000-000-017.000

THIS EASEMENT, made and entered into this 29 day of October, 2025, by and between **UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI**, a Missouri corporation, its successors and assigns (hereinafter "Grantor"), and **CITY OF COLUMBIA, A MUNICIPAL CORPORATION OF BOONE COUNTY, MISSOURI**, its successors and assigns (hereinafter "Grantee");

WITNESSETH THAT:

WHEREAS, Grantor is the owner of a tract of land (hereinafter "Grantor's Land") situated in Section 17, Township 48 North, Range 15 West of the 5th Principal Meridian in Cooper County, State of Missouri and described in Exhibit "A", attached hereto and made a part hereof; and

WHEREAS Grantor has constructed and operates certain electric and/or gas facilities (hereinafter "Grantor's Facilities") upon, over, across, and under Grantor's Land, and;

WHEREAS, Grantee desires to obtain an easement (hereinafter "Easement") to construct, repair, and maintain overhead electric transmission power line (hereinafter individually and collectively "Grantee's Facilities") upon and over a portion of Grantor's Land, said easement area described in Exhibit "A" and illustrated in Exhibit "A", said exhibits attached hereto and made a part hereof, (hereinafter "Easement Area"), and;

WHEREAS, Grantor is willing to allow Grantee to construct, maintain, operate, repair, and remove Grantee's Facilities upon and over the Easement Area, subject to the conditions and covenants hereinafter set forth.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100th Dollars (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged and the covenants and

provisions hereinafter set forth to be kept and performed by Grantee, Grantor does hereby remise, release and quit-claim unto Grantee, a permanent easement to construct, maintain, operate, repair and remove Grantee's Facilities upon and over the Easement Area, subject, however, to all easements, mortgages, restrictions, or encumbrances whatsoever, whether or not the same are of record;

RESERVING, however, unto Grantor, its successors and assigns, the right to the continued use and occupancy of the Easement Area for any use not inconsistent with the easement rights herein conveyed.

This Easement is subject to the following terms and conditions:

1. Grantee shall prepare and deliver to Grantor a final plan and profile as-built drawing of Grantee's Facilities within sixty (60) days of completion of construction of Grantee's Facilities.
2. Grantee shall make no modifications to Grantee's Facilities without having first obtained Grantor's prior written consent thereto, which consent shall not be arbitrarily withheld. For any such modifications, Grantee shall provide said as-built drawing requirement set forth in Section 1 above.
3. Grantee shall maintain full and complete twenty-four (24) hour unobstructed access to Grantor's Facilities located in the Easement Area. Grantee shall use and cause others to use extra precaution in the construction, maintenance, operation, repair or removal of Grantee's Facilities when adjacent to, over, under, or near Grantor's Facilities and shall maintain proper support and stabilization for Grantor's Facilities and shall prevent damage or collapse due to undermining. Grantee, except in the case of emergency, shall provide Grantor with at least forty-eight (48) hours advance written notice of any digging or trenching on or adjacent to Grantor's Land to permit Grantor to have a field supervisor on the property during said digging or trenching. In the case of an emergency, Grantee shall notify Grantor of any digging or trenching by telephone as soon as possible.
4. Grantee shall provide, and shall require all persons acting under Grantee to provide, no less than twenty-five (25) feet radial clearance from all of Grantor's Facilities, including towers, poles, overhead and underground lines. Grantee shall warn and instruct each and every person engaged in or in any way connected with such work as to the existence, location and nature of Grantor's Facilities. As and to the extent applicable, the Grantee shall comply with, and shall require any person(s) acting under the Grantee including without limitation agents, contractors and employees, to comply with RSMo Chapter 319.010-319.050 ("Missouri Underground Facility Safety and Damage Prevention Act") and the National Electrical Safety Code (collectively "Laws"), as such laws may be amended from time to time. Nothing contained in this instrument shall be construed to relieve the Grantee, or any person(s) acting under the Grantee, from duty to comply with Laws; but if and to the extent that this instrument provides for precautions or specific clearances which are greater than those imposed by Laws, such greater precautions or clearances provided for in this instrument shall be binding on the Grantee and any such person(s) acting under the Grantee.
5. All construction, maintenance, operation, repair or removal of Grantee's Facilities shall be performed in such a manner that it will not endanger or interfere with Grantor's operation and maintenance of Grantor's Facilities or appurtenances thereto. In the event construction, maintenance, operation, repair or removal of Grantee's Facilities requires the use of cranes, hoists or other devices, Grantee shall maintain a minimum of twenty (20) feet radial clearance in any area directly under or adjacent to any of Grantor's overhead facilities.
6. All cuts, ditches, trenches, ruts, or excavations made by Grantee, its agents, employees, contractors, or their representatives, in connection with the construction, maintenance, operation, repair or removal of Grantee's Facilities shall be refilled to and maintained at the level of the adjoining ground, and Grantee shall re-seed all disturbed areas.

7. Grantee shall continually maintain efficient and orderly operation and maintenance of Grantee's Facilities on the Easement Area in such a manner so as not to unreasonably disturb or interfere with Grantor's use thereof.
8. All charges for work and materials supplied in connection with Grantee's Facilities and all taxes levied in connection therewith shall be borne by Grantee and Grantee shall hold Grantor's Land harmless from any liens or encumbrances arising here from.
9. Grantee or its contractor shall be responsible, at its cost and expense, for obtaining any permits or other governmental authorizations required for its use of the Easement Area and for compliance with all laws and ordinances pertaining to use of the premises.
10. Grantee and its contractor(s) engaged in construction, maintenance, repair or removal of Grantee's Facilities on the Easement Area shall obtain (a) general liability insurance which shall name Grantor as an additional insured on a primary and non-contributory basis with limits of coverage not less than \$1,000,000, (b) Workers' Compensation insurance with statutory limits, (c) Automobile liability insurance covering all owned, non-owned and hired automotive equipment of not less than \$1,000,000 combined single limit each occurrence for bodily and/or personal injury, including death, and property damage, (d) Employers' Liability with limits not less than \$1,000,000, and (e) excess liability in an amount not less than \$2,000,000 per occurrence. Said insurance, as it pertains to Grantor, shall cover liabilities arising out of occurrences during the term of this Easement and said period of construction, maintenance, repair or removal upon Grantor's Land. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Grantee's obligation or responsibility for payment of damages, or limiting, diminishing, or waiving the Grantee's obligation to indemnify, defend, and save Grantor harmless in accordance with the provisions of this Easement. Grantee and any contractors or subcontractors shall furnish Grantor with an acceptable certificate of insurance.
11. In the event Grantee shall fail to perform any of its duties hereunder and shall fail within thirty (30) days after written notice from Grantor to correct such default, Grantor shall have the right to cure said default or may employ other persons to do so, and Grantee hereby agrees to pay, reimburse, and compensate Grantor for whatever costs or expenses which are thereby incurred by Grantor. The foregoing shall be without prejudice to any other right or remedy.
12. Grantee acknowledges and agrees that: (a) Grantor reserves the right to access and use the Easement Area if necessary or convenient in its work to construct, reconstruct, use, operate, maintain, add to the number of and patrol Grantor's Facilities that are now or may in the future be located on the Easement Area, and furthermore, the Grantee shall not hold Grantor liable for damage to Grantee's Facilities that occurs during Grantor's access and use of the Easement Area, provided such damage is the result of Grantor's reasonable actions; and (b) Grantor reserves the right to add facilities upon, over, across and under the Easement Area.
13. To the maximum extent permissible by law, Grantee agrees to defend and hold harmless Grantor, its successors and assigns, transferees, employees, agents, lessees, contractors, subcontractors, as well as trustees, beneficiaries, relatives, partners, officers, directors and related or affiliated entities, against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including death, including without limitation, reasonable attorneys' fees (collectively, "Claims"), arising out of (i) the operation or activities of Grantee and/or the operations of its employees, agents, contractors and subcontractors on or near the Easement Area; (ii) any breach of this Easement agreement by Grantee; or (iii) the violation of any environmental laws by Grantee. This indemnification shall not apply to Claims to the extent caused by the gross negligence or intentional misconduct on the part of the Grantor. Before any work by Grantee or on behalf of Grantee commences on the Easement Area,

Grantee shall provide, maintain and deliver to Grantor verification that Grantee is in compliance with the requirements set forth in Sections 9 and 10 above.

This Easement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have hereunto caused this Easement to be executed on the date hereinabove written.

SIGNATURES ON FOLLOWING PAGES

Grantor:

Union Electric Company d/b/a Ameren Missouri

By: Janice Wenzel

Name: Janice Wenzel

Title: Director, Real Estate

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF <sup>Illinois</sup> ~~MISSOURI~~  
COUNTY OF Madison } SS  
OR CITY OF \_\_\_\_\_

On this 29 day of October, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

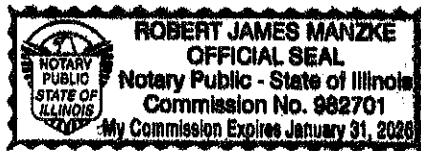
Janice Wenzel

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)			
<input type="checkbox"/> Individual(s)	<input checked="" type="checkbox"/> Corporate	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partner(s)
<input type="checkbox"/> Trustee(s)	Title(s) of Officer(s): _____	Member(s)/Manager(s): _____	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Executor(s)	_____	_____	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Administrator(s)	_____	_____	<input type="checkbox"/> Other (Specify Below): _____
<input type="checkbox"/> Attorney-In-Fact	_____	_____	_____
<input type="checkbox"/> Conservator(s)	_____	_____	_____
<input type="checkbox"/> Guardian(s)	_____	_____	_____

1/31/2026  
My Commission Expires

Robert James Manzke  
Notary Public



Grantee:

City of Columbia, a Municipal Corporation of Boone County

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ALL PURPOSE NOTARY ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

\_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)			
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Corporate	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partner(s)
<input type="checkbox"/> Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Executor(s)	_____	_____	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Administrator(s)	_____	_____	<input type="checkbox"/> Other (Specify Below):
<input type="checkbox"/> Attorney-In-Fact	_____	_____	_____
<input type="checkbox"/> Conservator(s)	_____	_____	_____
<input type="checkbox"/> Guardian(s)	_____	_____	_____

My Commission Expires \_\_\_\_\_

Notary Public \_\_\_\_\_

Prepared By: O.R. Colan, 3050 West Clay, Suite 200, St. Charles, MO 63301  
Return To: O.R. Colan, Attn: Nick Knobbe, 3050 West Clay, Suite 200, St. Charles, MO 63301  
CON  
WO#: UEC12439  
File Number:  
Facility Name: Cooper Substation  
38.922163°N, 92.573845°W  
10/29/2025

Exhibit 'A'

An easement in, on, upon, along, over, through, across and under all that part of the South Half of the Northeast Quarter of Section 17, Township 48 North, Range 15 West of the Fifth Principal Meridian conveyed to Union Electric Company, by deed as Book 152, Page 930 recorded in the Cooper County, Missouri land records and being more particularly described as follows:  
Commencing at an iron pipe at the Southeast corner of the Northeast Quarter of Section 17;  
Thence North  $01^{\circ}18'15''$  East along the East line said Northeast Quarter a distance of 316.94 feet to the beginning of the easement herein described; Thence leaving said East line North  $88^{\circ}38'27''$  West a distance of 94.40 feet; Thence North  $73^{\circ}47'34''$  West a distance of 267.54 feet; Thence North  $89^{\circ}01'32''$  West a distance of 389.21 feet; Thence North  $02^{\circ}30'52''$  East a distance of 100.00 feet; Thence South  $89^{\circ}01'51''$  East a distance of 400.05 feet; Thence South  $73^{\circ}26'09''$  East a distance of 261.74 feet; Thence South  $88^{\circ}38'27''$  East a distance of 87.48 feet to aforesaid East line of the Northeast Quarter of Section 17; Thence South  $01^{\circ}18'15''$  West along said East line a distance of 100.00 feet to the beginning containing 1.7 acres.

**Exhibit 'A'**

**Drawing of  
Subject Easement  
Across the  
Union Electric Company  
Property**

N/F.  
Union Electric Company  
Bk. 152, Pg. 930  
S.1/2 of the N.E.1/4  
Section 17  
T 48 N, R 15 W

N/F  
Missouri Power  
& Light Company  
Bk. 109, Pg. 149



2025-10-22

THIS SKETCH DOES NOT DEPICT A  
BOUNDARY SURVEY

- LEGEND**
- = Found Iron Pin
  - = Calculated Position - No Monument Set
- P.O.C. = Point of Commencement  
P.O.B. = Point of Beginning

**LEGEND**

Subject Easement  
1.7 Ac.

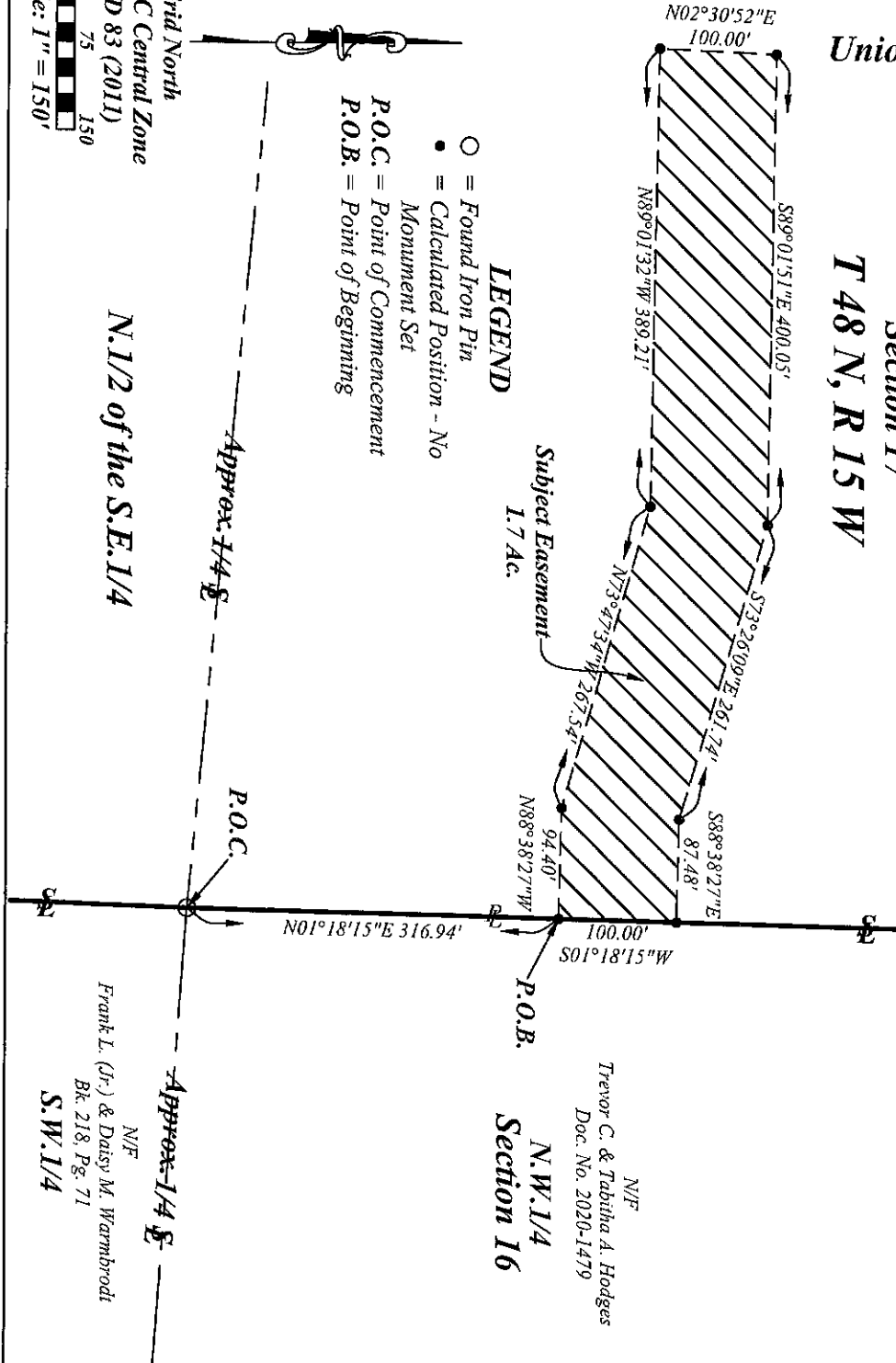
N.F.  
Trevor C. & Tabitha A. Hodges  
Doc. No. 2020-1479  
N.W.1/4  
Section 16

Sheet 2 of 2

Grid North  
MO SPC Central Zone  
NAD 83 (2011)  
0 75 150  
Scale: 1" = 150'

N.1/2 of the S.E.1/4

N.F.  
Frank L. (Jr.) & Daisy M. Warmbrodt  
Bk. 218, Pg. 71  
S.W.1/4



Ameren	CWL - Cooper County: Cooper, MO	Job No. 2024518 File No. UE CWL-Cooper	Date: 10-22-25 Drawn By: SM Reviewed By: MZ/DJH	Zahner & Associates, Inc. 200 Zahner Place Perryville, MO 63775 (573)547-1771
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