

AIRPORT CUSTOMER TRANSFER AGREEMENT

THIS AIRPORT CUSTOMER TRANSFER AGREEMENT is entered into this _____ day of _____, 2026, between the CITY OF COLUMBIA, MISSOURI ("City") and CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 of Boone County, Missouri ("District") (collectively, the "Parties").

WHEREAS, City and District entered into an Agreement on October 9, 1995 (herein, the "1995 Agreement") regarding expansion of the capacity of the City's water system at the Columbia Regional Airport and expansion of the capacity of the District's water system in the vicinity of the airport, under which 1995 Agreement the Parties also agreed to various terms upon which the District would provide and the City would purchase from the District water for domestic service and fire flows, for the City's own requirements and for City customers on City-owned real estate within the airport boundaries;

WHEREAS, City and District entered into a Territorial Agreement on August 6, 1998 which was approved by the Missouri Public Service Commission on January 26, 1999; and

WHEREAS, under the Territorial Agreement, the water service area of the City includes the "Columbia Regional Airport" as the same was legally described in Exhibits 4 and 5 to the Territorial Agreement (the area so described being referred to herein as the "Airport");

WHEREAS, under the Territorial Agreement, the water service area of the District includes the area legally described in Exhibit 1 thereto, a portion of which District water service area adjoins the Airport; and

WHEREAS, the provisions of paragraph 9 of the Territorial Agreement permit, subject to the prior approval of the governing boards of both parties, the transfer of customers between the parties; and

WHEREAS, the provisions of paragraph 13 of the Territorial Agreement permit the Parties to purchase water from each other at mutually agreed upon locations where it would be more efficient to do so than to extend, replace or relocate water mains and/or duplicate facilities; and

WHEREAS, the City and the District now desire to enter into a customer transfer agreement as permitted under paragraph 9 of the Territorial Agreement, to transfer customers with the boundaries of the Airport to the District, to make the City a District customer for the purchase of water as permitted under paragraph 13 of the Territorial Agreement, and in connection with all of said arrangements to transfer certain related facilities and easements, from the City to the District.

NOW, THEREFORE, the parties agree as follows:

1. District Water Service Applications & Water Users Agreements for Each Airport Meter. Promptly after the execution of this Agreement, for each City meter within the Airport that either (i) is presently measuring water usage that is reported by the City to the District and billed by the District to the City, or (ii) that has not measured any water usage within the preceding twelve (12) months (an "inactive meter") but that will nonetheless be replaced subject to the condition set forth in paragraph 2, below regarding inactive meters (in either case, an existing "City meter"), the City shall, as applicable, obtain and deliver to the District a separate:

a) District Water Service Application & Water Users Agreement, in the form attached hereto as "**Exhibit A**," executed by the water user being billed by the City for the usage measured by such City meter, together with any applicable fees, charges and deposits; or

b) District Water Service Application & Water Users Agreement, in the form attached hereto as "**Exhibit B**," executed by the City, where:

(i) the City is the user of the water measured by, or in the case of an inactive meter the user to whom water is made available through, such City meter, or

(ii) the user of the water measured by, or in the case of an inactive meter the user to whom water is made available through, such City meter is the City's tenant, and the tenant's water service is included under the tenant's lease with the City.

2. Transfer of Customers Upon Removal of City Meters and Installation of District Meters. Promptly after the City's delivery of all the executed Water Service Applications & Water Users Agreements and applicable deposits called for in paragraph 1 (the "District agreements"), the City and the District shall cooperate and replace each existing City meter described in conditions (i) and (ii) of paragraph 1, at which time the water users under the District agreements shall, if they were City customers, cease being City customers, and all such water users under the District agreements, including the City, shall become District customers to whom water service (or water availability) will be furnished pursuant to the terms of their respective District agreements, and in accordance with the By-laws, Rules and Regulations of the District as the same now exist and as the same may from time to time be amended, including, in the case of District meters replacing inactive City meters, but not limited to, those relating to the District's standard availability fees and charges for inactive meters.

3. Delivery of Bill of Sale and Easements Upon Transfer of Customers. Simultaneous with the City's transfer of customers within the Airport to the District called for paragraph 2, the City shall deliver to the District:

a) An executed Assignment of Easements, in the form attached hereto as "**Exhibit C**," for recording by the District at the District's expense;

b) An executed Water Line Easement, in the form attached hereto as "**Exhibit D**," for recording by the District at the District's expense; and

c) The Bill of Sale, in the form attached hereto as "**Exhibit E**."

4. Agreement Regarding Future Customers Within Airport. The Parties agree that subsequent to the delivery of the documents called for in paragraph 3, future water service customers within the Airport shall be customers of the District and not customers of the Airport, unless all of the following conditions apply:

a) an applicant for water service has properly executed a District Water Service Application & Water Users Agreement and paid any applicable fees, charges and deposits to the District;

b) the District in its discretion has nonetheless determined that it is unable or unwilling to provide the water service the applicant has requested and has so notified the applicant and the City; and

c) the City desires to provide water service to such applicant.

5. This Agreement shall be binding upon the undersigned and our successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Airport Customer Transfer Agreement to be executed on the day and year first above written.

CITY OF COLUMBIA, MISSOURI

BY: _____
DE'CARLON SEEWOOD, City Manager

ATTEST:

SHEELA AMIN, City Clerk

APPROVED AS TO FORM:

_____, City Counselor/

CERTIFICATION: I hereby certify that no City funds shall be expended pursuant to this agreement as this agreement contemplates no costs to City.

Matthew Lue, Director of Finance



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

By: JKC
JOHN K. COLLIER, President

ATTEST:

Lauren Kile
LAUREN KILE,
Clerk

“EXHIBIT A”
TO AIRPORT CUSTOMER TRANSFER AGREEMENT
(non-City District Water Service Application & Water Users Agreement)

Account # _____

Applicant: _____
 Last Name First Name Initial

Co-Applicant: _____
 Last Name First Name Initial

 Mailing Address City Zip Code

 Service Address or Location Number in Family Owner _____

 Email Address Date Tenancy Begins Renter _____

 Primary Phone Number Secondary Phone Number Owner's Name

 Applicant's Employer Work Phone Co-Applicant's Employer Work Phone

Applicant should be at the service address or location when water service is turned on. Applicant assumes all responsibility for any open outlets resulting in water loss or damages.

Applicant contractually agrees to pay all water charges to this Water District until said applicant has terminated service, at the service address or location.

District reserves the right to discontinue water service at this service address or location without further notice if rules, regulations, and policies have not been followed.

PLEASE CHECK THE PRIMARY USE OF WATER

____ Household ____ Farming ____ Non-domestic (business, commercial, industrial)

____ Other Please specify _____

The applicant certifies that the use marked is the predominant use of water. If water purchased results in a sales tax liability due to use other than stated, the applicant assumes responsibility for remitting such tax due directly to the Missouri Department of Revenue. If the nature of the use of water changes, the Water District must be notified.

WATER USERS AGREEMENT

The undersigned, being the owner or occupier of land within Consolidated Public Water Supply District No. 1, hereby makes application to said District for a water service connection and if said water service is made available by said District, agrees to the following conditions:

1. To become a water user of the District I hereby tender _____ per meter as a water meter deposit and guarantee that my bills will be paid monthly and an additional _____ per meter for meter setting and service line charge. The meter setting and service line charge will not be refunded if water service connection is made available to the water user, but the meter deposit will be refunded upon application when service is discontinued and all charges and bills are paid. In the event the District is unable to provide water service from its established system of mains and connections as constructed, or if it not feasible for the District to extend its lines to reach the service address or location, then it is understood that this agreement shall be null, and void and the above amount paid shall be refunded to the undersigned applicant. In the event that site soil or rock conditions are such to prevent normal installation time and procedures, the owner/customer will be responsible for additional equipment, material and labor expenses to accomplish the installation. _____ (customer initials – new meter sets only)

2. To pay the minimum monthly water charge in the amount of _____ per meter for the water service connection from the time service is made available by the District, whether or not water is being used, and to pay for additional water used at the rate set out in the rate schedule adopted by the Board of Directors. Any changes made in the minimum monthly water charge and rate schedule by the Board of Directors of the District shall become a part of this agreement as though fully set out herein.

3. The Rules and Regulations of the District provide that the District will read the water meters. Bills for water used will be rendered by the District on or before the 5th of the month following the month in which the water is used. The undersigned agrees to pay said service bill on or before the 15th day of the month in which the bill is rendered or be subject to a late charge as set out in the Rules and Regulations. Failure of the District to submit a service bill shall not excuse the undersigned from his obligation to pay for the water used. Failure to pay a bill by the 1st day of the month following the month in which the bill is rendered may result in discontinuance of the service.

4. The water service supplied by the District shall be for the sole use of the undersigned; the undersigned agrees that the undersigned will not extend or permit the extension of pipes for the purpose of transferring water from one property to another, nor will the undersigned share, resale, or sub-meter water to any other consumer. Each meter service shall supply water to only one residence or business establishment located on land within the District.

5. If after water service is made available the same is discontinued or disconnected for any purpose, pursuant to the Bylaws and Rules and Regulations of the District, reconnection shall be upon the conditions set out in the Bylaws and Rules and Regulations of the District.

6. The undersigned agrees that the undersigned will make no physical connection between any private water system and the water system of the District. Representatives of the District may at any reasonable time come on the premises where the water is being used for the purpose of making inspection to enforce the provision. Violation of the provision shall be grounds for disconnection of service.

7. The laws of the State of Missouri, the Bylaws of the District, and the Rules and Regulations of the District, as presently existing, and as may be amended from time to time are made a part of this agreement as though fully set out herein.

8. The undersigned further agrees that part of the consideration of the installation of service is to execute and provide the Water District with easements in usual and customary form as used by the District over and across the undersigned's land for the purpose of this installation, or as may otherwise be required by the District for its water mains and facilities.

9. The undersigned agrees that in the event any part of the water system of the undersigned constructed, expanded, modified or repaired after January 1, 1989 is found to contain materials that are not "lead free" the District shall have the right to remove the water meter and sever the service line serving the undersigned. The definition of "lead free" as used herein shall be as defined in the Rules and Regulations of the Missouri Department of Natural Resources as it now exists and as it may from time-to-time hereafter be redefined by it.

10. The undersigned acknowledges and agrees that the District does not guarantee any specified pressure or quantity of water will be furnished through the above mentioned water meter, and the undersigned does hereby fully release and forever discharge District from all claims, demands, actions and causes of action arising out of or resulting from the inadequacy or nonavailability of water to supply to and through the above mentioned water meter from any cause, including but not limited to inadequate water pressure, inadequate water supply, nonavailability of water supply, mechanical failure, power failure or any defect in the water system of the District. The undersigned does hereby agree to indemnify and forever hold District harmless from any loss or damage, including reasonable attorney fees and reasonable litigation expenses, arising out of or resulting from any claim, demand, action or cause of action asserted against District by any person or entity resulting from the inadequacy or nonavailability of water to supply the above mentioned water meter from any cause, including but not limited to inadequate water pressure, inadequate water supply, nonavailability of water supply, mechanical failure, power failure or any defect in the water system of District.

11. The undersigned agrees to indemnify and forever hold the District harmless from any loss or damage, including attorney fees and litigation expenses, sustained as a result of any damages from any cause inflicted upon by the water meter, meter well, water valves and all other water service facilities located on the referenced land and if the District has a fixed charge for any element of the aforesaid damages the undersigned at the election of the District shall pay to District said fixed charge for said element of damage.

12. Has this location / structure previously been served by a well? _____ No _____ Yes

Applicant Name

Applicant Signature

Last Four Digits of SSN

Date

Co-Applicant Name

Co-Applicant Signature

Last Four Digits of SSN

Date

“EXHIBIT B”
TO AIRPORT CUSTOMER TRANSFER AGREEMENT
(City District Water Service Application & Water Users Agreement)

Account # _____

Applicant

Contact for Billing/Service

Billing/Mailing Address

City

Zip Code

Service Address or Location

Contact Email Address

Primary Phone Number

Secondary Phone Number

Applicant should be at the service address or location when water service is turned on. Applicant assumes all responsibility for any open outlets resulting in water loss or damages.

Applicant contractually agrees to pay all water charges to this Water District until said applicant has terminated service, at the service address or location.

District reserves the right to discontinue water service at this service address or location without further notice if rules, regulations, and policies have not been followed.

PLEASE CHECK THE PRIMARY USE OF WATER

_____ Household

_____ Farming

_____ Non-domestic (business, commercial, industrial)

_____ Other

Please specify _____

Applicant certifies that the use marked is the predominant use of water. If water purchased results in a sales tax liability due to use other than stated, the Applicant assumes responsibility for remitting such tax due directly to the Missouri Department of Revenue. If the nature of the use of water changes, the Water District must be notified.

WATER USERS AGREEMENT

The Applicant, being the owner or occupier of land within Consolidated Public Water Supply District No. 1, hereby makes application to said District for a water service connection and if said water service is made available by said District, agrees to the following conditions:

1. To become a water user of the District Applicant has tendered _____ per meter as a water meter deposit and to guarantee that Applicant's bills will be paid monthly has tendered an additional _____ per meter for meter setting and service line charge. The meter setting and service line charge will not be refunded if water service connection is made available to the water user, but the meter deposit will be refunded upon application when service is discontinued and all charges and bills are paid.
2. To pay the minimum monthly water charge in the amount of _____ per meter for the water service connection from the time service is made available by the District, whether or not water is being used, and to pay for additional water used at the rate set out in the rate schedule adopted by the Board of Directors. Any changes made in the minimum monthly water charge and rate schedule by the Board of Directors of the District shall become a part of this agreement as though fully set out herein.
3. The Rules and Regulations of the District provide that the District will read the water meters. Bills for water used will be rendered by the District on or before the 5th of the month following the month in which the water is used. The Applicant agrees to pay said service bill on or before the 15th day of the month in which the bill is rendered, or be subject to a late charge as set out in the Rules and Regulations. Failure of the District to

submit a service bill shall not excuse the Applicant from its obligation to pay for the water used. Failure to pay a bill by the 1st day of the month following the month in which the bill is rendered may result in discontinuance of the service.

4. The water service supplied by the District shall be for the sole use of Applicant; Applicant agrees that Applicant will not extend or permit the extension of pipes for the purpose of transferring water from one property to another, nor will Applicant share, resale, or sub-meter water to any other consumer. Each meter service shall supply water to only one residence or business establishment located on land within the District.

5. If after water service is made available the same is discontinued or disconnected for any purpose, pursuant to the Bylaws and Rules and Regulations of the District, reconnection shall be upon the conditions set out in the Bylaws and Rules and Regulations of the District.

6. Applicant agrees that Applicant will make no physical connection between any private water system and the water system of the District. Representatives of the District may at any reasonable time come on the premises where the water is being used for the purpose of making inspection to enforce the provision. Violation of the provision shall be grounds for disconnection of service.

7. The laws of the State of Missouri, the Bylaws of the District, and the Rules and Regulations of the District, as presently existing, and as may be amended from time to time are made a part of this agreement as though fully set out herein.

8. Applicant further agrees that part of the consideration of the installation of service is to execute and provide the Water District with easements in usual and customary form as used by the District over and across Applicant's land for the purpose of this installation, or as may otherwise be required by the District for its water mains and facilities.

9. Applicant agrees that in the event any part of the water system of the undersigned constructed, expanded, modified or repaired after January 1, 1989 is found to contain materials that are not "lead free" the District shall have the right to remove the water meter and sever the service line serving the undersigned. The definition of "lead free" as used herein shall be as defined in the Rules and Regulations of the Missouri Department of Natural Resources as it now exists and as it may from time to time hereafter be redefined by it.

10. Applicant acknowledges and agrees that the District does not guarantee any specified pressure or quantity of water will be furnished through the above mentioned water meter, and Applicant does hereby fully release and forever discharge District from all claims, demands, actions and causes of action arising out of or resulting from the inadequacy or nonavailability of water to supply to and through the above mentioned water meter from any cause, including but not limited to inadequate water pressure, inadequate water supply, nonavailability of water supply, mechanical failure, power failure or any defect in the water system of the District. Without waiving sovereign immunity, Applicant does hereby agree to be responsible for any loss or damage, arising out of or resulting from any claim, demand, action or cause of action asserted against District by any person or entity resulting from the inadequacy or nonavailability of water to supply the above mentioned water meter from any cause, including but not limited to inadequate water pressure, inadequate water supply, nonavailability of water supply, mechanical failure, power failure or any defect in the water system of District.

11. Without waiving sovereign immunity, Applicant agrees to be responsible for any loss or damage, sustained by the District as a result of any damages from any cause inflicted upon the water meter, meter well, water valves and all other water service facilities located on the referenced land and if the District has a fixed charge for any element of the aforesaid damages the undersigned at the election of the District shall pay to District said fixed charge for said element of damage.

12. Has this location / structure previously been served by a well? No Yes

Applicant:

The City of Columbia

By: _____

Date: _____

Printed Name:

Title:

01/10/19

**EXHIBIT A
TO ASSIGNMENT OF EASEMENTS**

Instrument Number: 15019
Book/Page: 1331/40
Instrument Title: Grant of Easement for Utility Purposes
Instrument Date: July 3, 1997
Grantor: Harold Duncan
Grantee: City of Columbia
Legal Description:

A strip of land twenty (20) feet in width over a part of the tract described in the Deed of Personal Representative in Book 792 at page 45 of the Boone County Records; situate in the southwest quarter of Section 36, Township 47 North, Range 12 West, Boone County, Missouri; said strip lying ten (10) feet in width on each side of the following described centerline:

Commencing at a found ½ inch bar on the south line of said Section 36 at the northwest corner of the survey recorded in Book 374 at page 4, thence N.88°51'20"W., 667.10 feet to the POINT OF BEGINNING on the Airport Water Main Baseline at Station 89+78.20; thence N.21°16'00"E., 2389.59 feet to the END of the described centerline on the west line of the survey recorded in Book 383 at page 220 at a point S.1°15'40"W., 469.02 feet from the northwest corner of said survey and on the Baseline at Station 113+67.79.

The above described strip contains 1.1 acres.

Instrument Number: 0218
Book/Page: 1375/7
Instrument Title: Order of Condemnation
Instrument Date: October 6, 1997
Grantors: Ralph Henry Goetting; Linda Goetting; Boone County Nat'l Bank
Grantee: City of Columbia
Legal Description:

A strip of land twenty (20) feet in width over a part of the tract described in the warranty deed in Book 415 at page 653 of the Boone County Records; situate in the northeast quarter of Section 2, and in the northwest quarter of Section 1, both in Township 46 North, Range 12 West, Boone County, Missouri; said strip lying ten (10) feet in width on each side of the following described centerline:

Commencing at a found stone, at the center of Section 2, Township 46 North, Range 12 West; thence N.1°00'10"E., with the north and south subdivision line of said Section 2 a distance of 847.68 feet to the north line of a 50.75 acre tract of land as described in the quit-claim deed in Book 245 at page 186, said point being 688.38 feet West of the northeast corner of said tract; thence continuing N.1°00'10"E., 75.42 feet; thence S.88°39'40"E., 240.00 feet to the POINT OF

BEGINNING being 75.90 feet left or northerly from Airport Water Main Baseline Station 47+53; thence continuing S.88°39'40"E., 1733.52 feet to a point of 78.52 feet left or northerly from Baseline Station 64+86.56; thence S.88°53'00"E., 716.50 feet to the Baseline at Station 72+60.56; thence N. 21°16'00"E., 1717.64 feet to the END of the described centerline on the north line of Section 1, Township 46 North, Range 12 West, at a point N.88°51'20"W., 667.10 feet from the northwest corner of a survey recorded in Book 374 at page 4 and on the Baseline at Station 89+78.20;

LESS AND EXCEPT the water line easement in that portion of the above-described strip previously conveyed by the City of Columbia to Consolidated Public Water Supply District No. 1 by Quit Claim Deed dated February 8th, 2000, recorded as Instrument 2000002381 at Book 1597, Page 739 Records of Boone County, Missouri.

**“EXHIBIT D”
TO AIRPORT CUSTOMER TRANSFER AGREEMENT
(Water Line Easement)**

CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BOONE COUNTY, MISSOURI
1500 North Seventh Street
Columbia, Missouri 65201

WATER LINE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That on this _____ day of _____, 2026 the CITY OF COLUMBIA, MISSOURI, a municipal corporation, hereinafter referred to as Grantor, for and in consideration of the sum of \$100.00 and other valuable consideration, paid and delivered by CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO.1 of Boone County, Missouri, a public water supply district, hereinafter referred to as the Grantee, Grantor’s receipt of which payment is hereby acknowledged, hereby Grants, Bargains, Sells and Conveys to said Grantee and its agents and assigns, the perpetual easement and right to enter upon, erect, construct, install, lay, operate, inspect, maintain, repair, rebuild, upgrade, replace, remove and patrol, one or more pipes of any size for the transmission of water, and all appliances necessary in connection therewith, including but not limited to water meter pits, water meters, water valves, air release valves, water pressure regulators and fire hydrants (collectively, “Grantee’s Facilities”), on, over and under certain lands of Grantor located in Sections 25 and 36 of Township 47 North, Range 12 West, in the County of BOONE, State of Missouri, described as follows:

A TRACT LOCATED IN NORTHWEST, SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 25 AND THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 36, ALL OF TOWNSHIP 47 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI, BEING PART OF THE TRACT DESCRIBED BY THE FOLLOWING DEEDS; BOOK 363 PAGE 152, BOOK 363 PAGE 153, BOOK 365 PAGE 180, BOOK 365 PAGE 209, BOOK 365 PAGE 210, BOOK 365 PAGE 441, BOOK 365 PAGE 442, BOOK 473 PAGE 321, ALL OF THE BOONE COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

STARTING AT THE NORTH WEST CORNER OF SAID SECTION 25, THENCE WITH THE WEST LINE OF SAID SECTION 25, S.01°11’15”W, 140.65 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF STATE ROUTE H; THENCE WITH SAID SOUTH RIGHT OF WAY, S.89°38’10”E, 2.11 FEET TO A POINT 75 FEET RIGHT OF THE CENTERLINE OF STATE ROUTE H AT STATION 52+75; THENCE S.00°20’30”W, 20.00 FEET TO A POINT 95 FEET RIGHT OF THE CENTERLINE OF STATE ROUTE H AT STATION 52+75; THENCE S.89°38’10”E, 15.22 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING AND CONTINUING WITH SAID SOUTH RIGHT OF WAY, S.89°38’10”E, 309.75 FEET TO A POINT 95 FEET RIGHT OF THE CENTERLINE OF STATE ROUTE H AT STATION 56+00; THENCE N.00°20’25”E 20.00 FEET TO A POINT 75 FEET RIGHT OF THE CENTERLINE OF STATE ROUTE H AT STATION 56+00; THENCE S.89°38’10”E, 400.00 FEET TO A POINT 75 FEET RIGHT OF THE CENTERLINE OF STATE ROUTE H AT STATION 60+00; THENCE S

66°36'35"E, 217.32 FEET TO A POINT 160 FEET RIGHT OF THE CENTERLINE OF STATE ROUTE H AT STATION 62+00; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE S.57°21'20"W, 11.82 FEET TO POINT A OF THIS DESCRIPTION; THENCE S.57°21'20"W, 10.00 FEET; THENCE N 65°16'00"W, 198.48 FEET; THENCE N 89°42'50"W, 12.31 FEET; THENCE S 89°04'10"W, 313.12 FEET; THENCE S.78°36'30"W, 32.66 FEET; THENCE S.86°06'10"W, 77.82 FEET, TO A POINT ON THE NORTH LINE OF THE WATER LINE EASEMENT DESCRIBED IN BOOK 414 PAGE 866 OF THE BOONE COUNTY RECORDS; THENCE WITH SAID NORTH LINE N.86°37'20"W, 276.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.32 ACRES; ALSO

A 20 FOOT WIDE EASEMENT BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, BEGINNING AT POINT A, AS DESCRIBED ABOVE, THENCE S.32°38'40"E, 121.57 FEET; THENCE S.07°40'00"E, 42.87 FEET; THENCE S.14°47'40"E, 1323.63 FEET; THENCE S.17°10'00"E, 223.23 FEET; THENCE S.23°39'40"E, 83.97 FEET; THENCE S.31°16'40"E, 207.93 FEET; THENCE S.37°00'30"E, 75.31 FEET; THENCE S.44°39'10"E, 1070.07 FEET; THENCE S.44°40'40"E, 74.33 FEET; THENCE S.42°07'10"E, 178.69 FEET; THENCE S.33°23'30"E, 265.84 FEET; THENCE S.22°20'10"E, 256.07 FEET; THENCE S.10°57'30"E, 349.86 FEET; THENCE S.01°48'50"W, 225.06 FEET; THENCE S.12°00'00"E, 309.72 FEET; THENCE S.21°39'30" W, 1233.30 FEET; THENCE S.19°41'00" W, 362.46 FEET; THENCE S.21°20'20"W, 954.80 FEET; THENCE S.21°25'40" W, 1333.02 FEET; THENCE S.21°08'50"W, 454.65 FEET TO A POINT ON THE EAST LINE OF LOT 2 COYOTE ACRES IN PLAT BOOK 43 PAGE 30, ALSO BEING, THE CENTER LINE OF A UTILITY EASEMENT AS DESCRIBED IN BOOK 1331, PAGE 40, ALL OF THE BOONE COUNTY RECORDS, SAID POINT BEING S.01°18'20"W, 219.75 FEET FROM THE NORTH CORNER OF SAID LOT 2, SAID POINT BEING THE END OF THIS CENTERLINE AND EASEMENT. THE SIDELINES OF SAID EASEMENT BEING ELONGATED AND SHORTENED TO END ON THE EAST LINE OF SAID LOT 2 AND CONTAINING 4.20 ACRES; ALSO

A STRIP OF LAND TWENTY (20) FEET IN WIDTH OVER A PORTION OF THE TRACT DESCRIBED IN THE DEED OF PERSONAL REPRESENTATIVE IN BOOK 792 AT PAGE 45 OF THE BOONE COUNTY RECORDS; SITUATE IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 47 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI, BEING A PART OF LOT 2 COYOTE ACRES IN PLAT 43 PAGE 30 OF THE BOONE COUNTY RECORDS, ALSO BEING THE EASEMENT DESCRIBED IN BOOK 1331 PAGE 40 OF THE BOONE COUNTY RECORDS; SAID STRIP LYING TEN FEET (10) FEET IN WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND 1/2 INCH BAR ON THE SOUTH LINE OF SAID SECTION 36 AT THE NORTHWEST CORNER OF THE SURVEY RECORDED IN BOOK 374 AT PAGE 4, THENCE N.88°51'20"W., 667.10 FEET TO THE POINT OF BEGINNING ON THE AIRPORT WATER MAIN BASELINE AT STATION 89+78.20; THENCE N.21°16'00"E., 2389.59 FEET TO THE END OF THE DESCRIBED CENTERLINE ON THE WEST LINE OF THE SURVEY RECORDED IN BOOK 383 AT PAGE 220 AT A POINT S.1°15'40"W., 469.02 FEET FROM THE NORTHWEST CORNER OF SAID SURVEY AND ON THE BASELINE AT STATION 113 + 67.79. AND CONTAINING 1.1 ACRES

(collectively herein, the "easement area").

Grantee's rights in the easement area shall include the rights: to place or store spoil, materials and equipment; to remove any tree, brush, structure or obstruction which, in Grantee's judgment, may endanger the safety or interfere with the operation and maintenance of Grantee's Facilities; and the right of ingress and egress to, from and over the easement area and in and upon all streets, roads, or highways abutting the easement area, for doing anything necessary in connection with, or useful to the enjoyment of the easement rights herein granted.

Grantee shall restore the surface of the easement area as nearly as practicable and permissible, to its prior condition and contour following any disturbance occasioned by Grantee's exercise of its easement rights granted herein.

In addition to the easement rights herein conveyed in the legally described easement area, Grantee shall also have: (a) the perpetual easement and right to enter upon (i) any lands currently owned by Grantor that adjoin said easement area ("adjacent lands") and within which adjacent lands Grantee has installed or in the future installs water meter pits, water meters, or water valves, whether installed or to be installed pursuant to an agreement with Grantor, an agreement with a tenant or licensee of Grantor, or an agreement with the transferee of any other interest in said adjacent lands, (b) the rights to operate, inspect, read, maintain, repair, rebuild, upgrade, replace, or remove any such water meter pits, water meters or water valves so installed, and (c) the general right of ingress and egress to, from and over said adjacent lands for doing anything necessary in connection with, or useful to the enjoyment of the specific easement rights conveyed in this paragraph.

TO HAVE AND TO HOLD said easement and rights unto 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 lands and laying of Grantee's Facilities.

Title to Grantee's Facilities shall be and remain in Grantee.

Grantor covenants that, subject to liens and encumbrances of record as of the date of this Water Line Easement, Grantor is lawfully seized and possessed of the lands described herein, has a good and lawful right and power to sell and convey the easement herein granted, and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused the undersigned to execute this Water Line Easement this _____ day of _____, 2026.

CITY OF COLUMBIA, MISSOURI

By: _____

De'Carlton Seewood, City Manager

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this _____ day of _____ in the year 2026, before me, a Notary Public in and for said state, personally appeared De'Carlton Seewood, City Manager of the City of Columbia, Missouri, who being by me duly sworn, acknowledged that they executed the same as a free act and deed for the purposes therein stated and that they have been granted the authority by said City of Columbia, Missouri to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

My commission expires:

Notary Public
Printed Name: _____

"EXHIBIT E"
TO AIRPORT CUSTOMER TRANSFER AGREEMENT
(Bill of Sale)
BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned CITY OF COLUMBIA, MISSOURI, a municipal corporation hereinafter called "CITY," for ten dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby bargain, sell and deliver to CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BOONE COUNTY, MISSOURI, a public corporation, hereinafter called "DISTRICT," title to the following described property, to wit:

A water main consisting of a nine thousand one hundred foot (9,100'), 16" diameter section extending from a point on New Salem Road at the boundary of the Columbia Regional Airport, in a northerly direction along Airport Road to a point west of the LeMone Hangar then reducing to five thousand one hundred foot (5,100'), 12" diameter section, extending from the 16" diameter water main in a northerly direction along Airport Road to the point of the District Well on State Route H, together with the control valves, fire hydrants, air release valves and other appurtenant thereto, as more particularly shown and described on Exhibit 1 to this Bill of Sale

(herein, the "Airport Road Main and Appurtenances").

CITY represents and warrants to DISTRICT that to the best of CITY'S knowledge, the Airport Road Main and Appurtenances are free and clear of all liens and encumbrances.

Dated this _____ day of _____, 2026.

CITY OF COLUMBIA, MISSOURI

By:

DE'CARLON SEEWOOD, City Manager

Date

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

_____, City Counselor

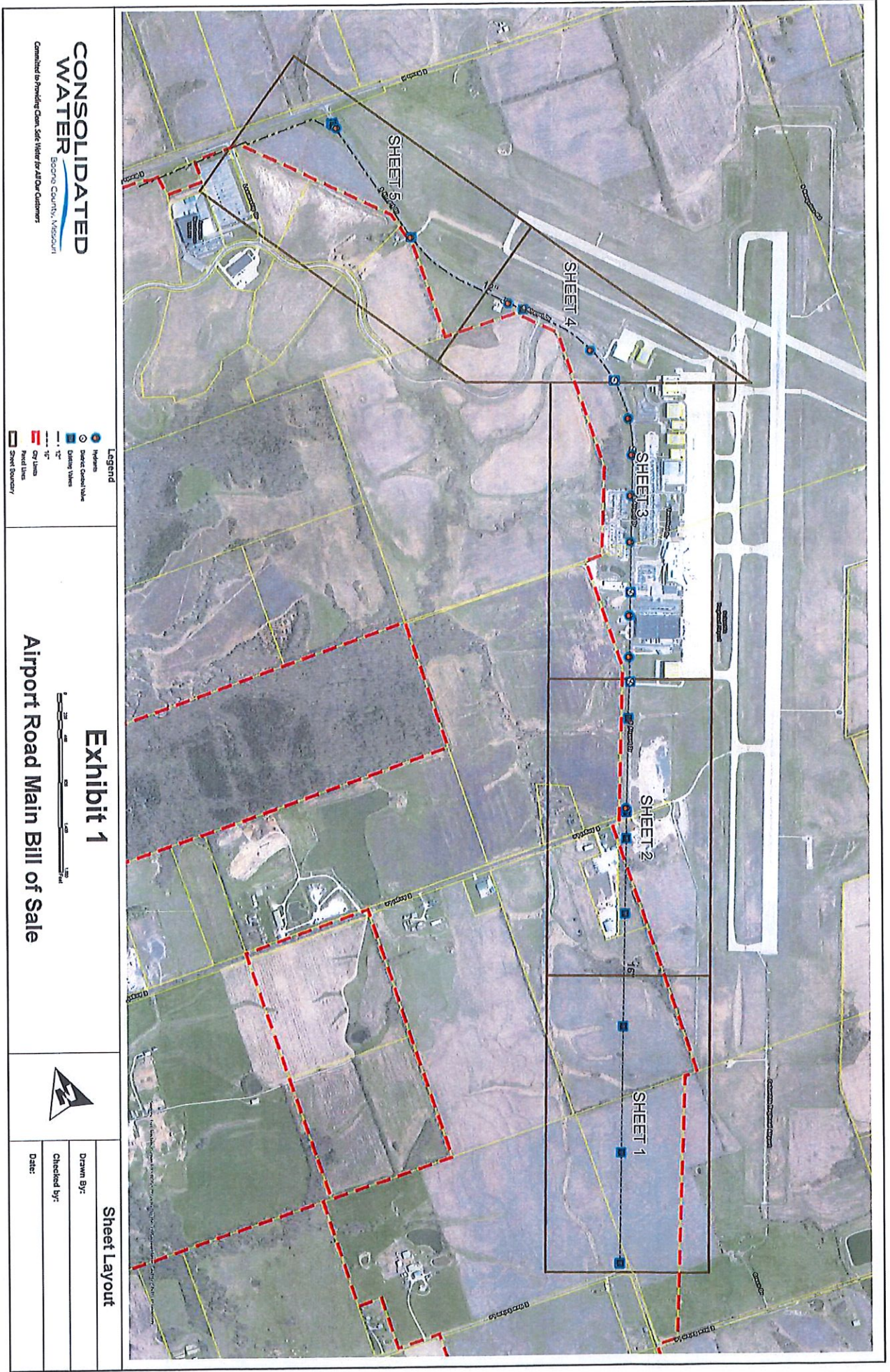
STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this _____ day of _____, 2026, before me, a Notary Public in and for the aforesaid state and county, personally appeared **DE'CARLON SEEWOOD**, who executed the foregoing Bill of Sale in his authorized capacity as City Manager of Columbia, Missouri, a municipal corporation, and who acknowledged that he executed the same in behalf of said city as its free act and deed and under the authority of the Columbia City Council.

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.

Notary Public

My commission expires:



CONSOLIDATED WATER
 Berne County, Missouri
 Committed to Providing Clean, Safe Water for All Our Customers

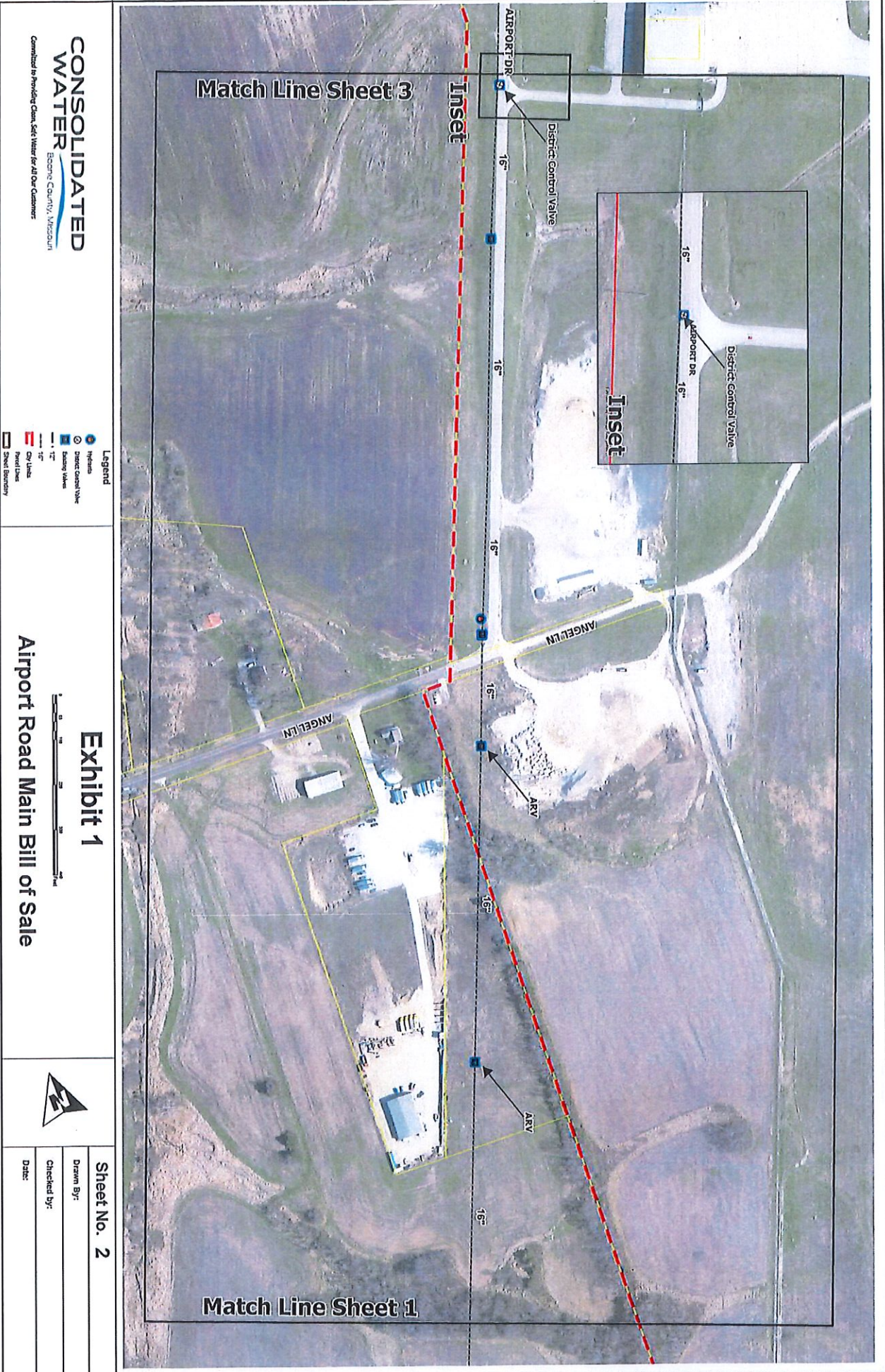
- Legend**
- Marker
 - Easement
 - Utility Lines
 - 12"
 - 15"
 - Street Boundary

Exhibit 1
 Airport Road Main Bill of Sale



Sheet Layout

Drawn By:	
Checked By:	
Date:	



CONSOLIDATED WATER
 Become County, Missouri
 Committed to Providing Clean, Safe Water for All Our Customers

- Legend**
- Hydrant
 - District Control Valve
 - Existing Valve
 - 16" Pipe
 - 24" Pipe
 - Sheet Boundary

Exhibit 1

Airport Road Main Bill of Sale



Sheet No. 2

Drawn By:

Checked by:

Date:



CONSOLIDATED WATER
 Boone County, Missouri
 Committed to providing Clean, Safe Water for All Our Customers

- Legend**
- District Control Valve
 - Median
 - Loading Station
 - 16"
 - 12"
 - Parcel Lines
 - City Limits
 - ▭ Street Boundary

Exhibit 1

Airport Road Main Bill of Sale

1" = 50' Scale



Sheet No. 3

Drawn By: _____

Checked by: _____

Date: _____

