

ASSIGNMENT OF EASEMENT RIGHTS

THIS ASSIGNMENT OF EASEMENT RIGHTS (“Assignment”) is made this _____ day of _____, 2024, by and between the Boone County Regional Sewer District, a common sewer district organized pursuant to Chapter 204, RSMo. with a mailing address of 1314 N. 7th Street, Columbia, Missouri 65201 (the “District” or “Grantor”) and the City of Columbia, Missouri, a Missouri municipal corporation with a mailing address of 701 E. Broadway, P.O. Box 6015, Columbia, Missouri 65205 (the “City” or “Grantee”).

WHEREAS, the Zaki A. Ajans Trust and Mona S. Ajans Trust own that certain real property described as follows (the “Property”):

STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 48 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI AND BEING PART OF LAND SHOWN IN THE SURVEY RECORDED IN BOOK 3232, PAGE 10 AND DESCRIBED BY THE TRUSTEES DEED RECORDED IN BOOK 5665, PAGE 146 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SURVEY RECORDED IN BOOK 3232, PAGE 10 AND WITH THE EAST LINE THEREOF, N 3°42’40”E, 1141.20 FEET TO THE POINT OF BEGINNING AND THE END OF THE EXISTING CENTERLINE AS DESCRIBED IN THE SEWER EASEMENT RECORDED IN BOOK 2808, PAGE 59:

THENCE FROM THE POINT OF BEGINNING, LEAVING SAID EAST LINE AND WITH THE CENTERLINE OF SAID SEWER EASEMENT, SAID STRIP BEING 16.00 FEET WIDE AND LYING 8.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE, S 85°07’30”W, 134.89 FEET TO POINT ‘A’ OF SAID EASEMENT DESCRIBED IN BOOK 2808, PAGE 59 AND THE END OF THIS DESCRIBED CENTERLINE; and

WHEREAS, District was granted a non-exclusive easement to use the Property, which easement was recorded with the Boone County Recorder of Deeds on September 8, 2005 as Instrument No. 2005026617 in Book 2808 at Page 59 of the records of Boone County, Missouri (the "Easement"), a copy of which is attached hereto as Exhibit A and made a part hereof, for among other purposes the right to use the Easement to construct, operate, replace, repair and maintain underground sewers and pipes; and

WHEREAS, City desires to install a 12" sewer line within the Easement area (the "New Sewer Line"), and has requested to connect to an existing District sewer line (the "Existing District Line"); and

WHEREAS, District desires to permit the City to connect to the Existing District Line, and in order to do so, will grant to City the Easement on the Property for the construction, operation and maintenance of the New Sewer Line the Easement area, provided that the District retain its ability to access and utilize the Easement as necessary to operate, replace, repair and/or maintain the District's sewer lines, including but not limited to the Existing District Line;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, District and City agrees as follows:

1. Grantor hereby grants, assigns, transfers and conveys to Grantee right, title and interest in the Easement on the Property. Such right, title and interest includes rights and interests recited in the Easement including but not limited to the right of entry and the rights of construction and maintenance of sewers and the right to make repairs and improvements to sewers.
2. District shall have no obligation, responsibility, or other liability of any kind related to the New Sewer Line, including but not limited to its construction, maintenance, or repair.
3. The Grantee acknowledges that subsequent to the assignment of the Easement to Grantee, Grantor, as a political subdivision, will continue to have the right to enter upon the Property and utilize the Easement for the purposes set forth in the Easement.

IN WITNESS WHEREOF, the parties have set their hand as of the dates set forth below.

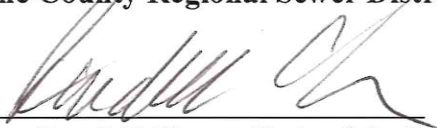
This Assignment shall be binding on, and inure to the benefit of, the parties and their respective successors and assigns.

[Remainder of page intentionally blank; signature pages follow]

IN WITNESS WHEREOF, the Grantor, through its duly authorized representative, has executed this Assignment as of the date set forth above.



GRANTOR:

Boone County Regional Sewer District

By: 
Randall Chann, Chair of the Board of Trustees

ATTEST:

Approved as to Form:

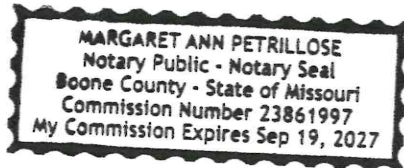

Assistant Debbie Schmedler 
Secretary of the Board of Trustees



Christopher Pieper
General Counsel

State of Missouri)
)SS.
County of Boone)

On this 26 day of August, 2024, before me, a Notary Public in and for the County of Boone, in the State of Missouri, personally appeared **Randall Chann**, Chair of the Boone County Regional Sewer District Board of Trustees, to me known to be the persons who executed the foregoing Assignment of Easement Rights, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Boone County, Missouri, the day and year first above written.




, Notary Public

IN WITNESS WHEREOF, the Grantee, by its duly authorized representative, has executed this Assignment as of the date set forth above and hereby accepts assignment of the above-described Easement.

GRANTEE:

City of Columbia, Missouri

By: _____
De'Carlton Seewood, City Manager

ATTEST:

Approved as to Form:

Sheela Amin
City Clerk

Nancy Thompson
City Counselor

State of Missouri)
)SS.
County of Boone)

On this ____ day of _____, 2024, before me, a Notary Public in and for the County of Boone, in the State of Missouri, personally appeared **De'Carlton Seewood**, City Manager of the City of Columbia, Missouri, to me known to be the persons who executed the foregoing Assignment of Easement Rights, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Boone County, Missouri, the day and year first above written.

, Notary Public

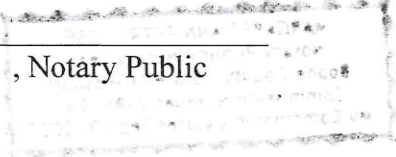


EXHIBIT A

THE EASEMENT



Recorded in Boone County, Missouri
 Date and Time 09/08/2005 at 02:36:17 PM
 Instrument # 2005026617 Book 2808 Page 59

Grantor AJANS, ZAKI A CO-TRUSTEE
 Grantee BOONE COUNTY REGIONAL SEWER DISTRICT

Instrument Type ESMT
 Recording Fee \$30.00 S
 No of Pages 3

Bettie Johnson
 Bettie Johnson, Recorder of Deeds



GRANT OF EASEMENT FOR SEWER PURPOSES

KNOW ALL PERSONS BY THESE PRESENTS:

This Easement, dated the 8th day of September, 2005, is made by and between, Zaki A. Ajans and/or Mona S. Ajans, co-trustees of the Zaki A. Ajans Trust and Mona S. Ajans and/or Zaki A. Ajans, co-trustees of the Mona S. Ajans Trust, hereinafter referred to as "GRANTOR", for and in consideration of good and valuable consideration, the receipt of which is hereby acknowledged by the undersigned, do hereby grant, bargain, sell and convey unto the Boone County Regional Sewer District a public corporation and body politic, hereinafter called the "GRANTEE", hereinafter sometimes called the "DISTRICT", (Grantee's mailing address is 1314 North Seventh Street, Columbia, MO 65201) and to its successors and assigns, a temporary construction easement and a perpetual nonexclusive gravity sewer system easement and right to enter upon the lands of the GRANTOR, described herein and situated in the County of Boone, State of Missouri, and more particularly described as follows, to-wit:

Legal Description:

Permanent Easement: Two strips of land, sixteen (16) feet wide, located in the southwest quarter of Section 1 T48N R12W and in the northwest quarter of Section 12 T48N R12W, being part of tracts "d", "e", and "f" as described by a warranty deed recorded in book 2054 page 875, the centerlines described as follows:

Starting at the southwest corner of a tract of land shown by a survey recorded in book 2044 page 806, said corner shown by said survey as being North 1245.0 feet and N 89°45'00"E 497.23 feet from the southwest corner of Section 1-48-12, thence N 89°45'00"E, along the southerly line of said tract, 252.11 feet to the point of beginning.

From the point of beginning, thence S 22°39'10"E 327.47 feet; thence S 0°39'20"W 378.29 feet; thence S 50°15'00"E 258.38 feet; thence S 47°08'50"E 400.00 feet; thence S 52°40'50"E 204.70 feet to the south line of Section 1-48-12 at a point being S 84°38'00"W 1132.00 feet from the north quarter corner of Section 12-48-12; thence continuing S 52°40'50"E 195.30 feet; thence S 89°26'10"E 357.78 feet; thence N 88°12'20"E 400.00 feet to Point "A"; thence N 85°20'40"E 134.89 feet to the end of the centerline at a point on the west line of Tract "B" of a survey recorded in book 366 page 82, being S 3°55'50"W 109.82 feet from the northwest corner thereof.

Also, from Point "A", previously described above, thence S 19°01'10"E 342.06 feet to the end of the centerline at a point on the west line of Tract "B" of a survey recorded in book 366 page 82, being S 3°55'50"W 444.94 feet from the northwest corner thereof.

Temporary Construction Easement: A temporary construction easement over tracts of land located

in the southwest quarter of Section 1 T48N R12W and in the northwest quarter of Section 12 T48N R12W, being part of tracts "d", "e", and "f" as described by a warranty deed recorded in book 2054 page 875, described as follows:

Two strips of land, fifty (50) feet wide, located in the southwest quarter of Section 1 T48N R12W and in the northwest quarter of Section 12 T48N R12W, being part of tracts "d", "e", and "f" as described by a warranty deed recorded in book 2054 page 875, the tracts being 15 feet right or south of and 35 feet left or north of lines described as follows:

Starting at the southwest corner of a tract of land shown by a survey recorded in book 2044 page 806, said corner shown by said survey as being North 1245.0 feet and N 89°45'00"E 497.23 feet from the southwest corner of Section 1-48-12, thence N 89°45'00"E, along the southerly line of said tract, 252.11 feet to the point of beginning.

From the point of beginning, thence S 22°39'10"E 327.47 feet; thence S 0°39'20"W 378.29 feet; thence S 50°15'00"E 258.38 feet; thence S 47°08'50"E 400.00 feet; thence S 52°40'50"E 204.70 feet to the south line of Section 1-48-12 at a point being S 84°38'00"W 1132.00 feet from the north quarter corner of Section 12-48-12; thence continuing S 52°40'50"E 195.30 feet; thence S 89°26'10"E 357.78 feet; thence N 88°12'20"E 400.00 feet to Point "A"; thence N 85°20'40"E 134.89 feet to the end of the centerline at a point on the west line of Tract "B" of a survey recorded in book 366 page 82, being S 3°55'50"W 109.82 feet from the northwest corner thereof.

Also, from Point "A", previously described above, thence S 19°01'10"E 342.06 feet to the end of the centerline at a point on the west line of Tract "B" of a survey recorded in book 366 page 82, being S 3°55'50"W 444.94 feet from the northwest corner thereof.

This temporary construction easement shall cease and expire at the time of the completion of the sewer construction contract or by December 31, 2006, whichever is earliest.

Said perpetual gravity sewer system easement being the right to construct, operate, replace, repair and maintain underground sewers and pipes under or across said easement, and a right to access thereto over the above-described tract of land along any reasonable route designated in writing by the owner thereof and accepted by the District; or in the absence of such reasonable designation and acceptance, a reasonable right of access as designated by the District, its agents, officers or employees.

This grant includes the right of the District, its officers, contractors, agents, servants, and employees and the officers, contractors, agents, servants and employees of other political subdivision and public corporations of the State of Missouri, to enter upon said real estate at any time for the purpose of exercising any of the rights herein granted; also the right to remove any tree, brush, structure or obstruction of any kind or character whatsoever which, in the sole judgment of the Boone County Regional Sewer District may endanger the safety of or interfere with the operation and maintenance of said Grantee facilities; said real estate shall be restored to original condition by the Grantee upon completion of any repairs, construction or maintenance.

The Grantor(s), as Trustee(s) of said Trust hereby covenant(s) as follows:

- 1) Grantor(s) hold(s) title to the above-described real estate; and
- 2) Grantor(s), as Trustee(s) of said Trust, has or have full power and authority to convey an interest in the real estate composing a portion of the Trust corpus, and is or are acting pursuant to express authority as specified in said Trust; and
- 3) The said Trust continues in full force and effect as of the date of execution of this easement.

IN WITNESS WHEREOF, the said Grantor(s) has or have hereunto set his or her or their hand(s) on the first day and year first above stated.

Zaki A. Ajans Trust

Zaki A. Ajans
Zaki A. Ajans, co-trustee

Mona S. Ajans
Mona S. Ajans, co-trustee

Mona S. Ajans Trust

Mona S. Ajans
Mona S. Ajans, co-trustee

Zaki A. Ajans
Zaki A. Ajans, co-trustee

STATE OF MISSOURI)
COUNTY OF BOONE) SS.

On this 8th day of September, 2005, before me personally appeared Zaki A. Ajans and Mona S. Ajans, co-trustees of the Zaki A. Ajans Trust and the Mona S. Ajans Trust, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal at my office in Columbia, Missouri the day and year last above written.

Vickie L. West NOTARY PUBLIC

MY COMMISSION EXPIRES: April 25, 2008

VICKIE L. WEST
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COUNTY OF BOONE
MY COMMISSION EXPIRES APRIL 25, 2008