

THE ABOVE SPACE FOR RECORDERS USE ONLY

**EASEMENT**

Boone Electric Cooperative Work Order # 21-17607 Date:

KNOW ALL MEN BY THESE PRESENTS, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I/we, CITY OF COLUMBIA, the undersigned, whether one or more, (hereinafter called "**Grantor**"), for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, remise, convey and confirm unto Boone Electric Cooperative, a Missouri rural electric cooperative, whose address is 1413 Rangeline St, Columbia, Missouri, 65201, (hereinafter called "**Grantee**") and to its successors and assigns, perpetual easement for the purposes set forth herein and to enter upon the lands of the undersigned, situated in the County of Boone, State of Missouri, and more particularly described as follows, the "Easement Area":

BOONE ELECTRIC COOPERATIVE ELECTRIC EASEMENT # 1

A ELECTRIC EASEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 36 TOWNSHIP 47 NORTH, RANGE 12 WEST, BOONE COUNTY MISSOURI AND BEING OVER AND ACROSS THE TRACT DESCRIBED THE DEED IN BOOK 363 PAGE 152 OF THE BOONE COUNTY RECORDS, SAID EASEMENT BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

STARTING AT THE NORTHEAST CORNER OF LOT 1 COYOTE ACRES AS SHOWN IN PLAT BOOK 43 PAGE 30 OF THE BOONE COUNTY RECORDS, ALSO BEING A POINT ON THE UNRECORDED AIRPORT DRIVE UTILITY CORRIDOR SURVEY BY PLS 2499 AND DATED 9-30-20; THENCE WITH THE EAST LINE OF SAID AIRPORT DRIVE UTILITY CORRIDOR SURVEY S.85°23'30"E, 141.65 FEET; THENCE WITH A CURVE TO THE LEFT 160.56 FEET, CURVE RADIUS 125.00, CHORD N.57°41'35"E, 149.75 FEET; THENCE N.20°53'50"E, 1,660.00 FEET; THENCE N.66°52'30"W, 6.50 FEET TO THE CENTERLINE OF THE 20 FOOT WIDE ELECTRIC EASEMENT DESCRIBED IN BOOK 816 PAGE 68 OF THE BOONE COUNTY RECORDS AND THE POINT OF BEGINNING OF THIS CENTERLINE AND EASEMENT;

THENCE FROM THE POINT OF BEGINNING LEAVING SAID EASEMENT S.65°10'50"E, 227.75 FEET; THENCE N.31°45'20"E, 111.50 FEET TO THE END OF THIS CENTERLINE AND EASEMENT AND CONTAINING 6,780 SQUARE FEET

BOONE ELECTRIC COOPERATIVE ELECTRIC EASEMENT # 2

A ELECTRIC EASEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 36 AND THE SOUTH WEST AND SOUTH EAST QUARTER OF SECTION 25 ALL IN TOWNSHIP 47 NORTH, RANGE 12 WEST, BOONE COUNTY MISSOURI AND BEING OVER AND ACROSS THE TRACT DESCRIBED THE DEEDS IN BOOK 363 PAGE 152, BOOK 365 PAGE 210 AND BOOK 365 PAGE 442 ALL OF THE BOONE COUNTY RECORDS, SAID EASEMENT BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

STARTING AT THE NORTHEAST CORNER OF LOT 1 COYOTE ACRES AS SHOWN IN PLAT BOOK 43 PAGE 30 OF THE BOONE COUNTY RECORDS, ALSO BEING A POINT ON THE UNRECORDED AIRPORT DRIVE UTILITY CORRIDOR SURVEY BY PLS 2499 AND DATED 9-30-20; THENCE WITH THE EAST LINE OF SAID AIRPORT DRIVE UTILITY CORRIDOR SURVEY S.85°23'30"E, 141.65 FEET; THENCE WITH A CURVE TO THE LEFT 160.56 FEET, CURVE RADIUS 125.00, CHORD N.57°41'35"E, 149.75 FEET; THENCE N.20°53'50"E, 1,660.00 FEET; THENCE N.66°52'30"W, 6.50 FEET TO THE CENTERLINE OF THE 20 FOOT WIDE ELECTRIC EASEMENT DESCRIBED IN BOOK 816 PAGE 68 OF THE BOONE COUNTY RECORDS; THENCE N.27°47'30"E, 10.00 FEET TO THE POINT OF BEGINNING OF THIS CENTERLINE AND EASEMENT; THENCE FROM THE POINT OF BEGINNING N.21°11'20"E, 509.15 FEET TO POINT A OF THIS DESCRIPTION; THENCE N.21°11'20"E, 172.50 FEET TO POINT B OF THIS DESCRIPTION; THENCE N.22°20'20"E, 515.75 FEET; THENCE S.68°32'50"E, 258.35 FEET; THENCE N.21°13'30"E, 252.00 FEET; THENCE S.72°38'50"E, 12.65 FEET TO POINT C OF THIS DESCRIPTION; THENCE S.72°38'50"E, 25.00 FEET TO THE END OF THIS CENTERLINE AND EASEMENT AND CONTAINING 0.80 ACRES.

ALSO

STARTING AT SAID POINT A, THENCE S.68°43'40"E, 10.00 FEET TO THE POINT OF BEGINNING OF THIS CENTERLINE; THENCE FROM THE POINT OF BEGINNING S.68°47'50"E, 482.60 FEET TO THE END OF THIS CENTERLINE AND EASEMENT AND CONTAINING 9652 SQUARE FEET.

ALSO;

STARTING AT SAID POINT B, THENCE S.67°14'30"E, 10.00 FEET THE POINT OF BEGINNING OF THIS CENTERLINE AND EASEMENT; THENCE FROM THE POINT OF BEGINNING S.67°14'30"E, 336.25 FEET; THENCE N.70°07'30"E, 72.65 FEET TO THE END OF THIS CENTERLINE AND EASEMENT AND CONTAINING 8177 SQUARE FEET

ALSO,

STARTING AT SAID POINT C, THENCE N.26°13'30", 10.12 FEET TO THE POINT OF BEGINNING OF THIS CENTERLINE AND EASEMENT; THENCE FROM THE POINT OF BEGINNING N.26°13'30"E, 179.20 FEET; TO THE END OF THIS CENTERLINE AND EASEMENT AND CONTAINING 3,585 SQUARE FEET

And to thereon place, replace, construct, reconstruct, relocate, modify, patrol, repair, operate and maintain, either above ground or underground or a combination of both, in place as of even date herewith or subsequently built, electric and/or communication systems of one or more circuits and all necessary appurtenances and equipment for the distribution and transmission of electrical energy and/or communication data or information of any type whatsoever, to and across the above described lands of the undersigned.

Excepting the right of ingress and egress as set forth herein, the activities of Grantee shall be restricted to the Easement Area.

As currently constructed and/or upon completion of construction of the electric and/or communication systems within the Easement Area, the location of the easement granted herein, the burden, scope of use, and footprint of said easement shall be defined and fixed, except as otherwise provided for herein. Nothing set forth herein shall be deemed to limit Grantee's right and ability to upgrade any portion of the electric and/or communication systems and other necessary appurtenances and equipment of any type in the future on, across and within the Easement Area so as to enable Grantee, its successors or assigns to furnish service to others, and within the Easement Area the right to increase or decrease the size, capacity of the electric and/or communication systems, type, number or location of necessary appurtenances and equipment, all as Grantee may deem necessary or advisable.

The Grantee covenants it will not conduct any activities that will have an adverse effect on the aeronautical use of the airport unless requested to do so by Grantor.

Grantee shall have full rights of ingress and egress to, from and over the above described lands, for the exercise of the rights herein granted; and to license, permit or otherwise agree to the joint use of the easement rights set forth herein by assignment to any successor, wholly owned subsidiary or commercial communications business, without further consent of the Grantor. The undersigned agrees to keep the Easement Area clear of all future buildings, structures, water impoundments or obstructions that may interfere with the safe and reliable operation or maintenance of the electric and/or communication systems, except where permitted by Grantee. The undersigned furthermore agrees to advise and consult with Grantee in advance of any activities within the Easement Area that could threaten to damage or destroy the electric and/or communication systems or any associated equipment whether above or below the ground level. No delay in exercising any or all of the rights granted herein to Grantee shall be interpreted to be a surrender of any of the rights granted herein nor abandonment of the easement as granted.

The Grantee agrees to pay to the Grantor herein any reasonable damage to the real property of Grantor, caused by the repair, reconstruction, operation, or maintenance of Grantee's electric and/or communication systems; provided that such claims for damage are presented in writing to Grantee within one (1) year from date of discovery of such damage, otherwise such claims shall be forever barred.

Grantor covenants that they are the fee owner(s) of the above described lands.

IN WITNESS WHEREOF, the undersigned have set their hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
De'Carlton Seewood, City Manager

ATTEST:

Date: \_\_\_\_\_

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

STATE OF MISSOURI                    )  
  ) ss  
COUNTY OF BOONE                    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me appeared De'Carlton Seewood, to me personally known, who, being by me duly sworn, did say that such person 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 its 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 by hand and affixed my official seal, at my office in Columbia, Boone County, Missouri, the day and year last above written.

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

My commission expires: \_\_\_\_\_.