

**WATERLINE REPLACEMENT CONTRACT**  
**(State Route K - Old Plank Roundabout)**

THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF COLUMBIA, MISSOURI, a municipal corporation, hereinafter called "CITY," and CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BOONE COUNTY, MISSOURI, a Missouri public corporation, hereinafter called "DISTRICT:"

W I T N E S S E T H:

WHEREAS, the CITY has prepared plans for a roundabout and other road improvements to be made in the State Route K and Old Plank road right-of-way (herein "Road Improvements"); and

WHEREAS, in connection with the aforesaid Road Improvements the parties desire to reach agreement in regard to replacing and relocating portions of the existing waterlines of the DISTRICT to accommodate the Road Improvements.

NOW, THEREFORE, in consideration of the respective covenants of the parties and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby mutually agree as follows:

1. CITY'S DUTIES IN CONNECTION WITH WATERLINE REPLACEMENT AND RELOCATION: As part of the Road Improvements, CITY shall cause a contractor approved by the District in advance and in writing ("Contractor") to perform all work required to replace, install and relocate the DISTRICT's existing six-inch (6"), and eight-inch (8") waterlines and related water service facilities that are shown and described on the distribution sheets, profiles, and construction details prepared by Bartlett & West, attached hereto as Exhibit "A" and incorporated herein by reference (the "Water Lines"), with such work to be performed in conformity with and as described in both Exhibit "A" and in the Water Distribution Specifications and Typical Construction Details dated August 15, 2023 (made available to OWNER upon request); the rules and regulations of the Missouri Department of Health and Senior Services; the rules and regulations of the Missouri Department of Natural Resources ("MDNR"); the requirements of MDNR's Division of Environmental Quality Water Pollution Control Branch, and the rules and regulations of the Missouri Clean Water Commission;

2. CITY COST: CITY agrees that CITY shall be responsible for all costs of the Work. In addition, upon CITY's receipt of DISTRICT's itemized invoice, CITY agrees to

reimburse the DISTRICT the lesser of: (i) eighteen thousand dollars (\$18,000.00); or (ii) an amount equal to the sum of Bartlett & West's engineering fees charged to the DISTRICT in connection with the preparation of Exhibit "A," the DISTRICT's attorneys' fees for the preparation of this Contract, and the DISTRICT's other reasonable costs and expenses incurred in connection with this Contract as itemized by the District.

3. EASEMENTS: Concurrently with the execution of this Contract, CITY shall deliver to DISTRICT that certain original, executed Waterline Easement a copy of which is attached hereto as Exhibit "B" and made a part hereof. In connection with the Work, the CITY shall utilize the easements and easement rights granted to the DISTRICT pursuant to Exhibit "B," pursuant to those certain Waterline Easements copies of which are attached hereto as Exhibit "C", Exhibit "D".

4. INSPECTION: CITY agrees to give to DISTRICT written notice not less than seventy-two (72) hours prior to Contractor's commencement of any of the Work, and DISTRICT shall have the right to have a representative present to inspect the Work as the same is being done.

5. WATER SERVICE DISRUPTION: CITY agrees to cause its Contractor to perform the Work in such a manner as to minimize the disruption of water service to the patrons of the DISTRICT.

6. WATERLINE TESTING: DISTRICT will furnish water to the Water Lines in connection with Contractor flushing and testing the Water Lines in accordance with the rules and regulations of the MDNR.

7. OWNERSHIP: Upon completion of the Work in accordance with the provisions contained herein the Water Lines shall be deemed transferred to and become the waterlines of the DISTRICT.

8. CORRECTIVE WORK: CITY shall promptly give DISTRICT written notice when the Road Improvements have been completed. CITY shall repair or replace or cause Contractor to repair or replace, at CITY's expense, any defective work or materials installed under this Contract which arise or become apparent within one (1) year after the completion of the Road Improvements, and in addition CITY shall perform or cause Contractor to perform such backfilling work, erosion control work and cleanup work which the DISTRICT determines is needed within one (1) year after the Road Improvements have been completed. To the extent allowed by law, CITY agrees to indemnify and hold DISTRICT harmless from any loss or damage arising out of or resulting from the failure of the CITY to perform when due its

obligations under this paragraph provided that DISTRICT notifies CITY in writing of such loss or damage within one (1) year of completion of the Road Improvements and provides all necessary documentation.

9. ENFORCEMENT IN EQUITY: It is agreed that in the event of any controversy concerning the rights or obligations of the parties hereto under this Contract, such rights or obligations may be enforceable in law or in equity, or both; provided however, such remedies shall be cumulative and not exclusive, and shall be in addition to any other remedies which the parties may have.

10. LITIGATION EXPENSES: In the event of any litigation between the parties in regard to the provisions of this Contract, the prevailing party in said litigation shall have the right to recover from the other party all reasonable litigation expenses including reasonable attorneys' fees.

11. JURISDICTION AND VENUE: The jurisdiction and venue of any dispute under the terms of this Contract shall be in the Circuit Court of Boone County, Missouri.

12. SUCCESSORS AND ASSIGNS: This Contract shall be binding upon the parties hereto and their successors and assigns.

13. NON WAIVER OF IMMUNITIES: Except to the extent of CITY's limited agreement to indemnify DISTRICT as specifically set forth in paragraph 8, above, the language of this Contract shall not constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

IN WITNESS WHEREOF, the parties have hereunto executed this Contract the day and year first above written.

[remainder of this page is intentionally left blank]

CITY:  
CITY OF COLUMBIA, MISSOURI

BY: \_\_\_\_\_ *SBC*  
DE'CARLON SEEWOOD, City Manager

ATTEST:

\_\_\_\_\_  
SHEELA AMIN, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
NANCY THOMPSON, City Counselor

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

BY: *JKC*  
JOHN K. COLLIER, District President

ATTEST:

*Lauren Kile*  
LAUREN KILE, District Clerk

STATE OF MISSOURI     )  
   ) SS.  
CITY OF BOONE         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me appeared DE'CARLON SEEWOOD, to be personally known, who, being by me duly sworn, did say that he 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 my hand and affixed my official seal, at my office in Columbia, Missouri, the day and year first above written.

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

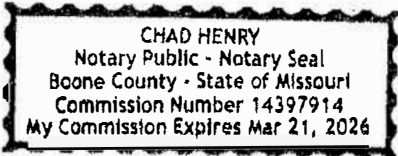
\_\_\_\_\_  
Notary Public

STATE OF MISSOURI     )  
   ) SS.  
COUNTY OF BOONE     )

On this 11th day of July, 2024, before me appeared JOHN K. COLLIER, to me personally known, who, being by me duly sworn, did say that he is the President of CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BOONE CITY, MISSOURI, a Missouri public corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said President acknowledged said instrument to be the free act and deed of said corporation.

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.

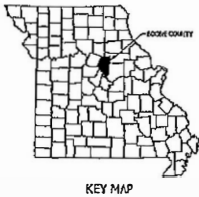
My commission expires: 3/21/2026



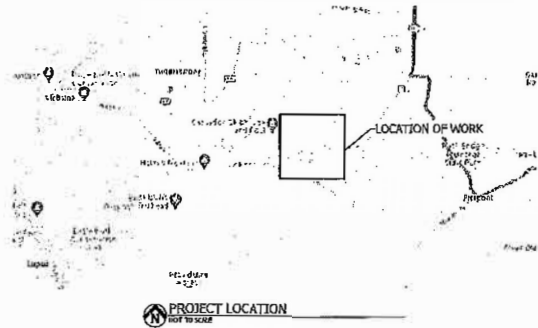
Chad Henry  
Notary Public

# OLD PLANK-ROUTE K ROUNDABOUT WATER LINE RELOCATION

DISTRICT PROJECT NO. 2023-007  
 CPUSD NO. 1 OF BOONE COUNTY, MISSOURI  
 MAY 2024



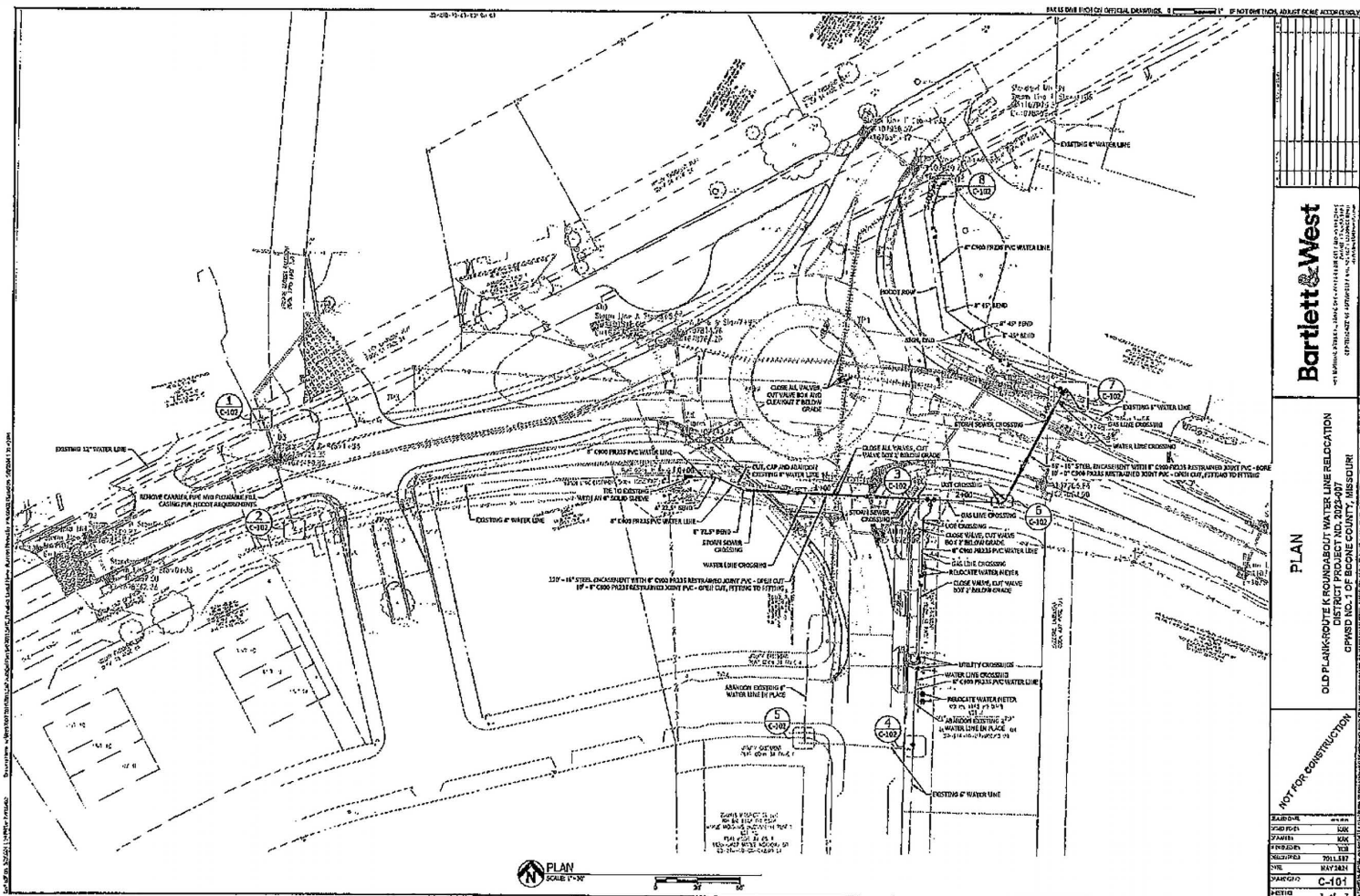
Sheet List Table		
SHEET NO.	DESCRIPTION	SHEET TITLE
1	CIVIL	COVER SHEET
2	CIVIL	PLAN
3	CIVIL	DETAILS AND ELEVATIONS
DETAILS		
4	CIVIL	CONSTRUCTION DETAILS
5	CIVIL	CONSTRUCTION DETAILS
6	CIVIL	CONSTRUCTION DETAILS
7	CIVIL	CONSTRUCTION DETAILS



- GENERAL**
1. TO WORK SHALL BE STARTED WITHIN 100 FEET OF THE WORK DISTRICT AT LEAST 72 HOURS IN ADVANCE AT 0700 HOURS.
  2. CONTRACTOR SHALL OBTAIN A BOONE COUNTY PERMIT FROM PUBLIC WORKS, APPLICABLE.
  3. DISTRICT WILL OBTAIN A MOBILE PERMIT, WHERE REQUIRED. ALL PERMITS, FEES AND CONTRACTOR RESPONSIBILITIES.
  4. CONTRACTOR IS RESPONSIBLE TO HAVE ALL UTILITIES WITHIN PROJECT ADJACENT TO THE FIELD FROM TO CONSTRUCTION, CONTACT PERSONNEL FOR THE SYSTEM AT HAND LOCATE ON FILE.
  5. WATER LINE ADJACENT TO BE STAYED BY THE WATER DISTRICT, VARIANCE FROM APPROVED ADJUSTMENT MUST BE APPROVED BY THE WATER DISTRICT PRIOR TO DISTRIBUTION.
- INSTALLATION**
6. MINIMUM COVER ON UTILITY LINE SHALL BE 48" UNLESS OTHERWISE NOTED.
  7. LOCATIONS SHALL BE IDENTIFIED BY ALL PIPE DURING SERVICE OPERATIONS. CORRECT LOCATION OR MARK SHALL BE IDENTIFIED WITH ALL CONTRACTOR PERSONNEL BEFORE DOUBLE STROKES OF CONCRETE LOCATIONS SHALL BE IDENTIFIED WITH HOLES OR MARKS NOT IDENTIFIED IN THE WORK PERIOD. IDENTIFY UTILITIES.
  8. HORIZONTAL DISTANCE BETWEEN BENT LINES TO BE IDENTIFIED WITH HOLES OR MARKS.
  9. CONTRACTOR TO COVER ALL STREETS OPENED, AS REQUIRED.
  10. CONCRETE, TRUCKS, BLOCKING FORMS TO BE APPROVED BY THE WATER DISTRICT IN ADVANCE BEFORE PLACING BLOCKING, CONCRETE BLOCKS OR EQUIPMENT SHALL NOT BE ALLOWED.
  11. ALL LANE TO BE MAINTAINED AND PROTECTED FROM DAMAGE TO EXISTING ROAD, TO MAINTAIN ROADWAY TO REMAIN OPEN, ALL OF THE CONTRACTOR'S RESPONSIBILITIES FOR MAINTENANCE AND PROTECTION.
  12. EXISTING BENCH MARKS, PRIVATE ROAD LOCATIONS AND SURVEY BENCHMARKS SHALL BE IDENTIFIED AND PROTECTED.
  13. WORK SHALL BE MADE ONLY AT THE CONTRACTOR'S RESPONSIBILITY AND COORDINATION AND ACQUIRED FROM THE WATER DISTRICT AS TO:
    - A) ACTUAL TIME OF DAY REPAIRS WILL BE DISRUPTED.
    - B) EXTENSION OF TIME AND MATERIALS WILL BE APPROVED BY THE WATER DISTRICT INSPECTOR.
    - C) THE MATERIALS BEING USED, THE QUALITY AND QUANTITY SHALL AS POSSIBLE.
    - D) TO BE TO BE SUBMITTED ON REQUEST, TO THE DISTRICT INSPECTOR OR WARDEN.
  14. CONTRACTOR TO CLEAN UP AND MAINTAIN AS PER PROJECT SPECIFICATIONS.
  15. ALL PILES WITH OTHER DEVICES INDICATED FOR ADVANCEMENT SHALL BE COVERED.
  16. WATER TO BE AS REQUIRED TO MAINTAIN THE AREA TO AT LEAST 2' BELOW THE ORIGINAL, THE HOLES TO BE OPEN TO THE WATER DISTRICT.
  17. PIPES TO BE IDENTIFIED, IDENTIFIED, AND IDENTIFIED GREATER THAN 2" WILL NOT BE ALLOWED. ALL IDENTIFIED, IDENTIFIED SHALL HAVE IDENTIFICATION MARKS ON PIPES.
  18. TIES WITH ANCHOR BOLTS SHALL BE USED TO TIE UP PIPES, TIES SHALL BE APPROVED BY THE WATER DISTRICT INSPECTOR.
  19. USE OF 1" ALL-PURPOSE STAINLESS STEEL, THE 4-POLE FORM (LARGE APPROVED BY THE WATER DISTRICT INSPECTOR) IN PLACE OF BE IDENTIFIED.

CALL OR CLICK TO BUY BEFORE YOU BUY  
 1-800-816-8111 or 811  
 www.mtsc.com

COVER SHEET OLD PLANK-ROUTE K ROUNDABOUT WATER LINE RELOCATION DISTRICT PROJECT NO. 2023-007 CPUSD NO. 1 OF BOONE COUNTY, MISSOURI MAY 2024	
NOT FOR CONSTRUCTION	
DRAWN BY: [ ] CHECKED BY: [ ] DATE: [ ] TITLE: [ ] PROJECT NO.: [ ] SHEET NO.: [ ] TOTAL SHEETS: [ ]	EXHIBIT A

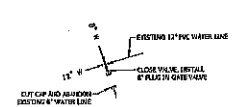


PLAN  
SCALE 1" = 30'

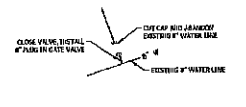
<b>Bartlett &amp; West</b>	
1110 S. GARDNER ST., SUITE 100, OMAHA, NE 68102 TELEPHONE: (402) 442-1111 FAX: (402) 442-1112 WWW.BARTLETTWEST.COM	
<b>PLAN</b> OLD PLANK ROUTE & ROUNDABOUT WATER LINE RELOCATION DISTRICT PROJECT NO. 2022-087 CPM&D NO. 1 OF BOONE COUNTY, MISSOURI	
<b>NOT FOR CONSTRUCTION</b>	
REVISION DATE DRAWN BY CHECKED BY PROJECT NO. SHEET NO. DATE	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

MAXIMUM SLOPE ON OTHER SIDEWAYS. IF NOT ONE SIDE, INDICATE SLOPE ON BOTH SIDES.

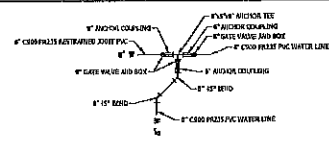
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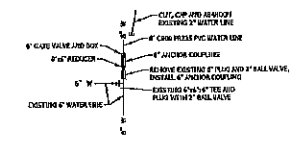
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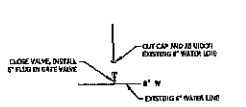
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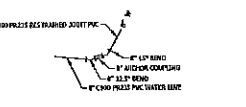
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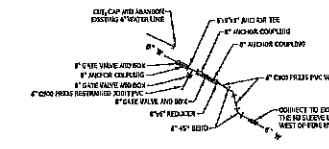
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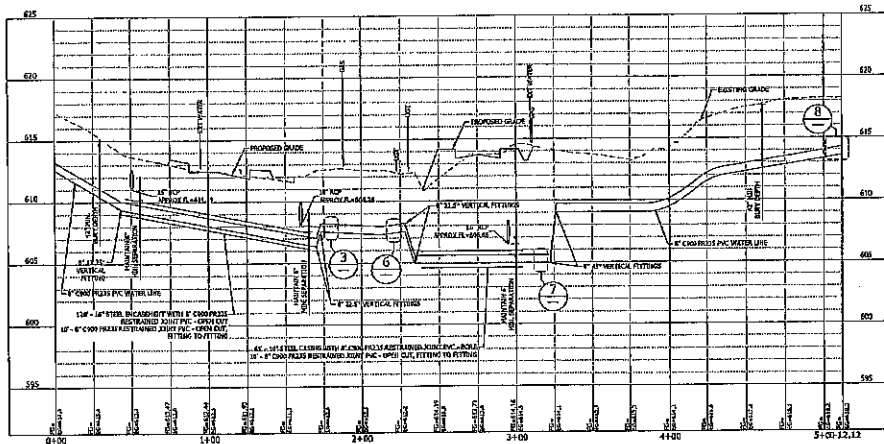
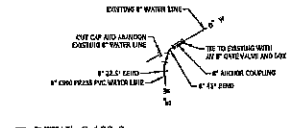
6 DETAIL C-102-6  
NOT TO SCALE



7 DETAIL C-102-7  
NOT TO SCALE



8 DETAIL C-102-8  
NOT TO SCALE



DETAILS AND PROFILE  
SCALE: HORIZONTAL 1"=40' VERTICAL 1"=4'

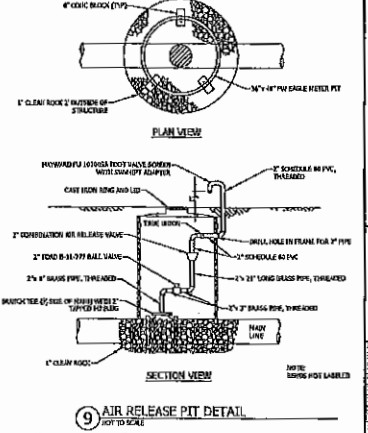
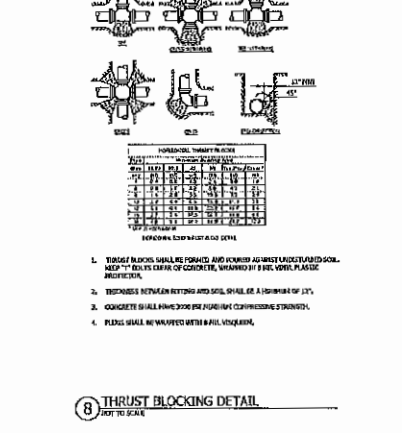
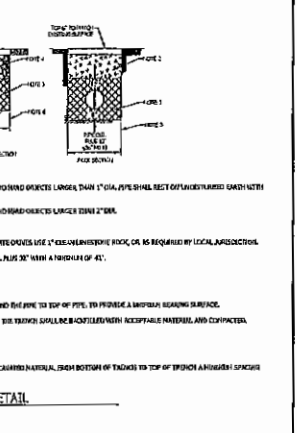
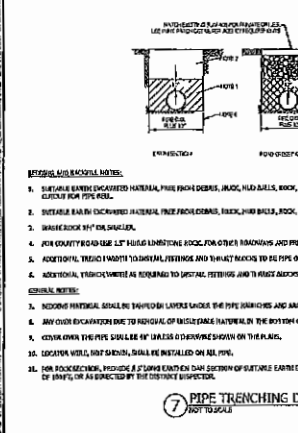
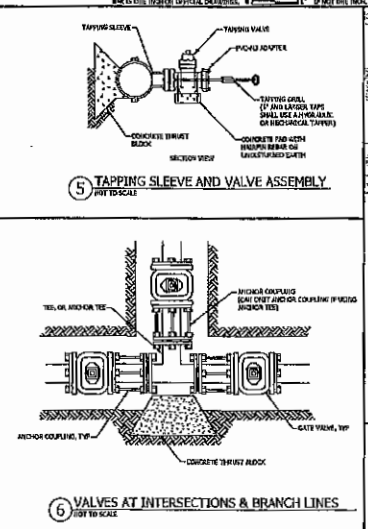
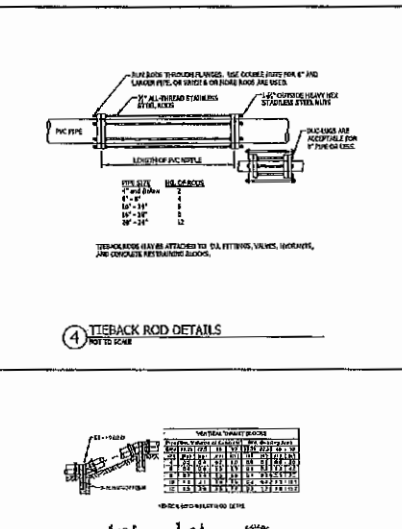
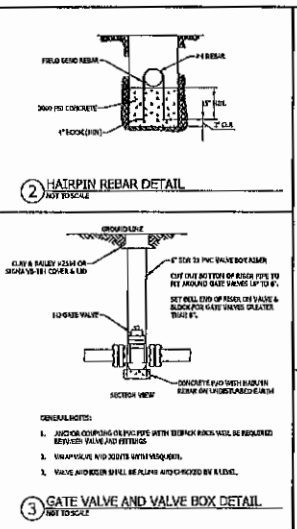
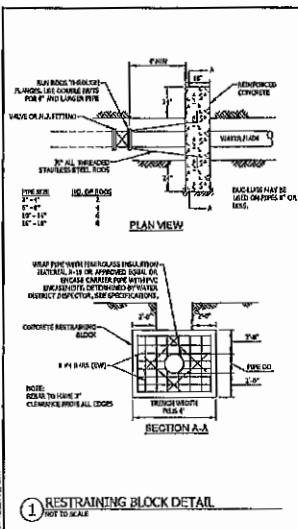
**Bartlett & West**  
ENGINEERS AND ARCHITECTS  
1001 WEST 12TH AVENUE, SUITE 100  
DENVER, COLORADO 80202-3127  
TELEPHONE: 303.733.1100  
FAX: 303.733.1101  
WWW.BARTLETTWEST.COM

DETAILS AND PROFILE  
OLD PLANK ROUTE & BOND ROAD/OUTLET WATER LINE RELOCATION  
DISTRICT PROJECT NO. 2022-007  
CHWAD, INC., OF BOONE COUNTY, MISSOURI

NOT FOR CONSTRUCTION

DATE	REVISED
01/10/2022	1
02/10/2022	2
03/10/2022	3
04/10/2022	4
05/10/2022	5
06/10/2022	6
07/10/2022	7
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04/18/2030	100





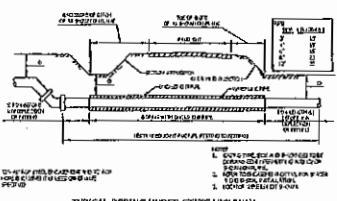
**Bartlett & West**

CONSTRUCTION DETAILS

OLD PLANKROUTE K&M UNDERCUT WATER LINE RELOCATION  
DISTRICT PROJECT NO. 2024-007  
CPWD DIST. 1 OF BOONE COUNTY, MISSOURI

NOT FOR CONSTRUCTION

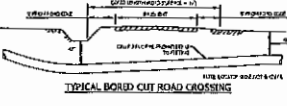
EUC/DAE  
REVISED BY: KSC  
DATE: 08/20/24  
PROJECT NO: 2024-007  
SHEET NO: 101 OF 107  
DATE: 08/20/24  
PROJECT NO: 2024-007  
SHEET NO: 101 OF 107  
DATE: 08/20/24



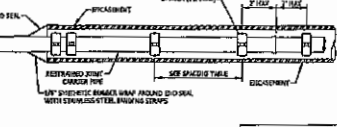
1 TYPICAL BORING UNDER STATE HIGHWAY  
NOT TO SCALE



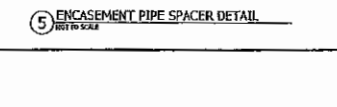
2 TYPICAL OPEN CUT ROAD CROSSING  
NOT TO SCALE



3 TYPICAL BORED CUT ROAD CROSSING  
NOT TO SCALE



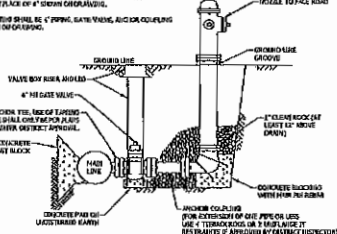
4 TYPICAL ROADWAY CROSSING  
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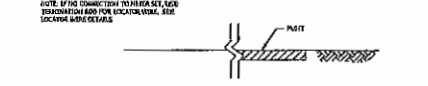
5 ENCASEMENT PIPE SPACER DETAIL  
NOT TO SCALE

Spacer Pipe Diameter (in.)	Min. Spacer	Max. Spacer	Spacer Width (in.)
6	1/2	1	1/2
8	3/4	1 1/4	3/4
10	1	1 3/4	1
12	1 1/4	2	1 1/4

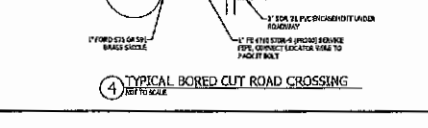
- NOTES:
1. VALVE, VALVE BOX AND DISCHARGE REGULATOR TO BE PLUMB AND DECIDED BY A LEVEL.
  2. APPROVED FIRE HYDRANTS AND ANCHOR BOLTINGS 6-418-5, COMPANION, AND (HARDER CONTAINMENT), 201A.
  3. COMPARED TO INSTANT TETHERS SHALL BE 1\"/>



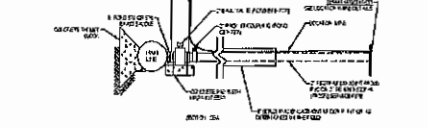
6 FIRE HYDRANT DETAIL  
NOT TO SCALE



7 TYPICAL BORED CUT ROAD CROSSING  
NOT TO SCALE



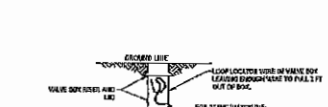
8 TYPICAL BORED CUT ROAD CROSSING  
NOT TO SCALE



9 2\"/>



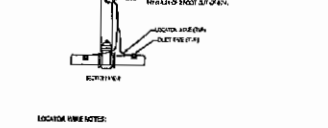
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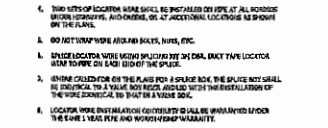
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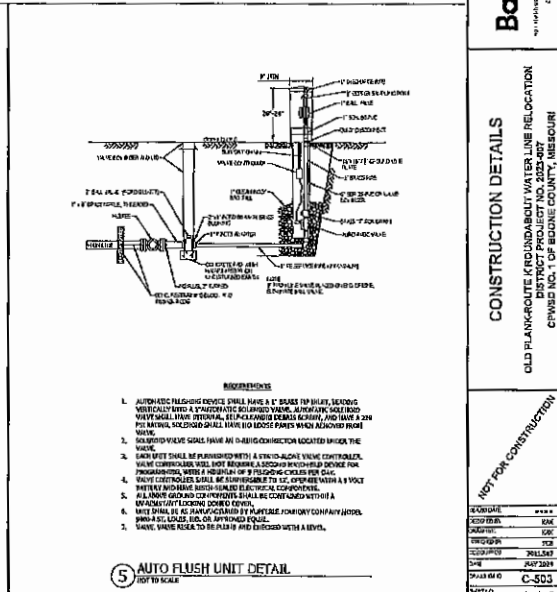
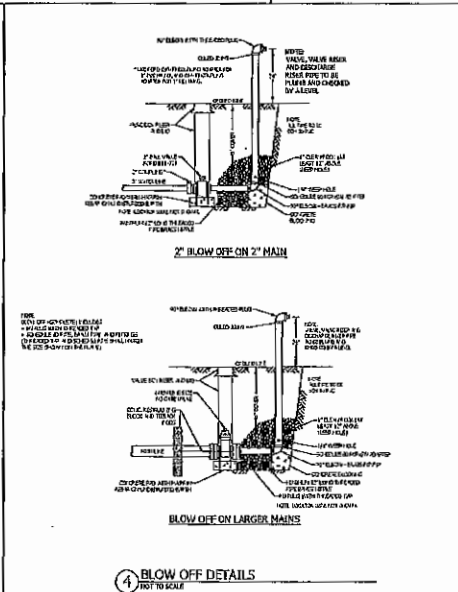
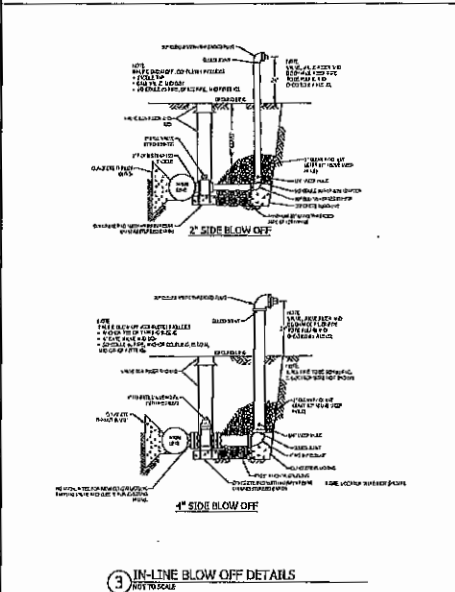
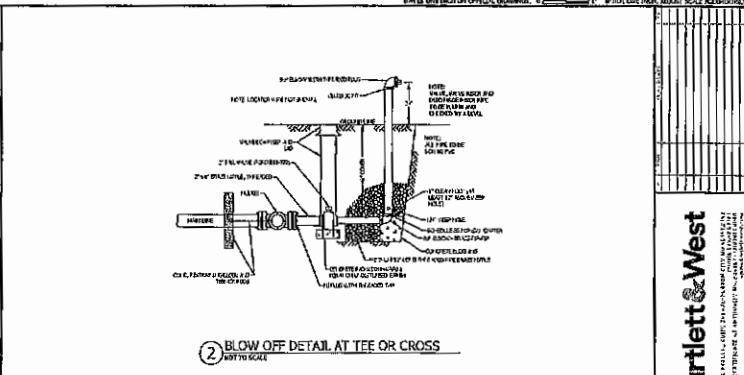
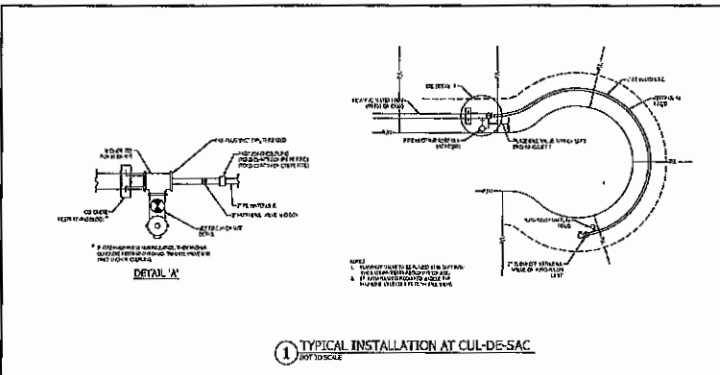
**Bartlett & West**

CONSTRUCTION DETAILS

OLD FLANK ROUTE ROUNDABOUT WATER LINE RELOCATION  
DISTRICT PROJECT NO. 2023-037  
CADD NO. 1 OF 100000 COUNTY, MISSOURI

NOT FOR CONSTRUCTION

C-302

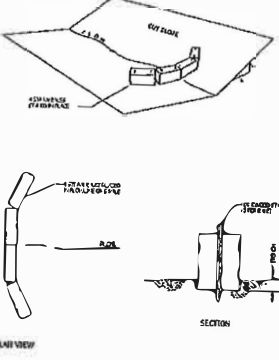


**Bartlett & West**  
ENGINEERS AND ARCHITECTS  
1000 MARKET STREET, SUITE 200, SAN FRANCISCO, CALIFORNIA 94102  
TELEPHONE: 415-774-1100  
FAX: 415-774-1101  
WWW.BARTLETTWEST.COM

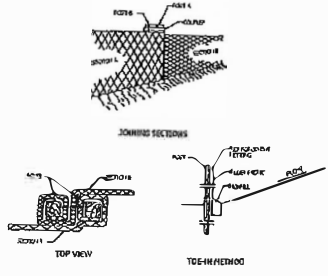
**CONSTRUCTION DETAILS**  
OLD PLANKROUTE KROUNDABOUT WATER LINE RELOCATION  
DISTRICT PROJECT NO. 2002-007  
CONTRACT NO. 1, 1UP-BUARD COUNTY-11-00101  
CONTRACT DESCRIPTION: WATER LINE RELOCATION

NOT FOR CONSTRUCTION

NO. 1	DATE
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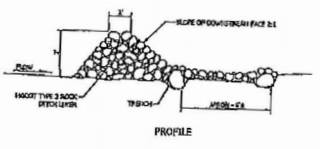


1 STRAW BALE CHECK DAM  
10 FT TO SCALE



2 SILT FENCE INSTALLATION  
10 FT TO SCALE

- NOTES:
- CUT A 4 TO 6 FOOT TRENCH ACROSS THE CHANNEL, NOTIFY AROUND THE CHANNEL TO PLACE THE HEAVY ROCKS ON THE DOWNSTREAM SIDE OF THE DAM.
  - PLACE A ROW OF LARGE ROCKS ALONG THE TRENCH TO FORM THE DOWNSTREAM TAIL. BE SURE FROM THIS ROW, THE ROCKS, ESPECIALLY ON THE DOWNSTREAM SIDE, SHOULD BE TIGHTLY PACKED SO THAT THEY WILL BE MOVED IN PLACE AND THAT THE WATER FLOW WILL GO OVER THE DAM.
  - REMOVE ALL OBSTRUCTIONS FROM THE DOWNSTREAM SIDE OF THE DAM CUT A 4 TO 6 INCH TRENCH ACROSS THE DAM, LOCATE ROWS OF HEAVY ROCKS IN THE TRENCH ACROSS THE DAM.
  - BE EXTREMELY CAREFUL TO REMOVE ALL OBSTRUCTIONS FROM THE TRENCH AND DOWNSTREAM SIDE.



3 ROCK CHECK DAM  
10 FT TO SCALE

GENERAL NOTES

- CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES AND STRUCTURES AND FOR THE PROTECTION OF THE ENVIRONMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE ENVIRONMENT AND FOR THE PROTECTION OF THE UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE ENVIRONMENT AND FOR THE PROTECTION OF THE UTILITIES AND STRUCTURES.
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**Bartlett & West**  
ENGINEERS AND ARCHITECTS  
1000 N. GARDNER STREET, SUITE 100  
DALLAS, TEXAS 75207  
PHONE: 214.742.1234  
FAX: 214.742.1235  
WWW.BARTLETTWEST.COM

**EROSION CONTROL**  
OLD PLANK/ROUTE 6 ROUNDABOUT WATER LINE RELOCATION  
DISTRICT PROJECT NO. 2003-007  
CADD NO. 1 OF BOBBIE COUNTY, MISSISSIPPI

NOT FOR CONSTRUCTION

DATE	2003-07-15
BY	JAK
CHECKED	JAK
IN CHARGE	JAK
SCALE	AS SHOWN
PROJECT	C-504
SHEET	1 OF 1

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 \_\_\_\_\_, 2024 OIL INVESTMENTS RTK LLC, a Missouri limited liability company of the state of Missouri, hereinafter designated as Grantor (herein so styled, whether one or more) for and in consideration of the sum of \$1.00 and other valuable consideration, paid and delivered by CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO.1 of Boone County, Missouri, hereinafter referred to as the Grantee, organized under the laws of the State of Missouri, the receipt of which 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 or under certain lands of Grantor situated in the County of BOONE, State of Missouri, described as follows:

A TRACT LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, AND THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 47 NORTH, RANGE 13 WEST, ALL IN BOONE COUNTY, MISSOURI, BEING PART OF THE TRACT DESCRIBED BY THE WARRANTY DEED IN BOOK 4972 PAGE 174, ALSO BEING PART OF LOT 1 GODAS' LEATHERWOOD CENTER AS SHOWN IN PLAT BOOK 41 PAGE 57, ALL OF THE BOONE COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING FROM THE POINT OF COMMENCEMENT, BEING THE SOUTHEAST CORNER OF SAID LOT 1, THENCE ALONG THE SOUTH LINE OF SAID LOT 1, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF STATE ROUTE K, N.61°59'50"W (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE), 205.71 FEET; THENCE WITH A CURVE TO THE LEFT 217.81 FEET, CURVE RADIUS 1004.93 FEET, CHORD N.68°11'00"W, 217.38 FEET; THENCE LEAVING SAID SOUTH LINE N.61°55'00"W, 79.08 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, CONTINUING N.61°55'00"W, 3.61 FEET; THENCE WITH A CURVE TO THE RIGHT 21.41 FEET, CURVE RADIUS 99.56 FEET, CHORD N.56°37'00"W, 21.37 FEET; THENCE N.09°28'40"W, 83.18 FEET; THENCE N.09°52'00"E, 28.80 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE WITH SAID NORTH LINE N.61°05'30"E, 25.65 FEET; THENCE LEAVING SAID NORTH LINE S.09°52'00"W, 41.45 FEET; THENCE S.09°28'40"E, 71.05 FEET; THENCE S.56°36'20"E, 11.67 FEET; THENCE S.61°55'00"E, 79.63 FEET TO A POINT ON THE NORTH LINE OF THE UTILITY EASEMENT AS SHOWN BY SAID GODAS' LEATHERWOOD CENTER; THENCE WITH SAID NORTH

EXHIBIT B

LINE ALONG A NON TANGENT CURVE TO THE LEFT 79.49 FEET, CURVE RADIUS 1024.93, CHORD N.76°29'40"W, 79.47 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,375 SQUARE FEET ( INCLUSIVE OF 513 SQUARE FEET OF EXISTING UTILITY EASEMENT) .

("Grantor's Property"). The footprint and location of the easement herein granted is depicted on Exhibit A, attached hereto and incorporated herein by this reference.

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.

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 Grantor's Property, 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, we have set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

OIL INVESTMENTS RTK LLC, a Missouri limited liability company of the state of Missouri

\_\_\_\_\_  
Jason A. Burchfield, Manager of Oil Investments RTK LLC

\_\_\_\_\_  
Jonathan L. States, Manager of Oil Investments RTK LLC






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, appeared Jason A. Burchfield, Manager of Oil Investments RTK LLC and Jonathan L. States, Manager of Oil Investments RTK LLC to me known to be the persons described in and who executed the foregoing easement, and, acknowledged that he was duly authorized to execute the foregoing instrument on behalf of limited liability company for the purpose therein stated.

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.

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

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

-  Temporary Construction Easement(1,136 sq.ft)
-  MoDot Controlled Street R.O.W. (0.25 acres/10,886 sq.ft)
-  Permanent Drainage Easement(615 sq.ft)
-  Limited Access Right of Way ( 181.26 ft)
-  Consolidated Public Water Supply District # 1 Water Line Easement ( 3,375 ft)

NORTH EAST QUARTER  
SECTION 10  
TOWNSHIP 47 NORTH  
RANGE 13 WEST

SECTION LINE  
PLANK ROAD  
UNIT DESIGN  
PLAT BOOK 41 PAGE 57

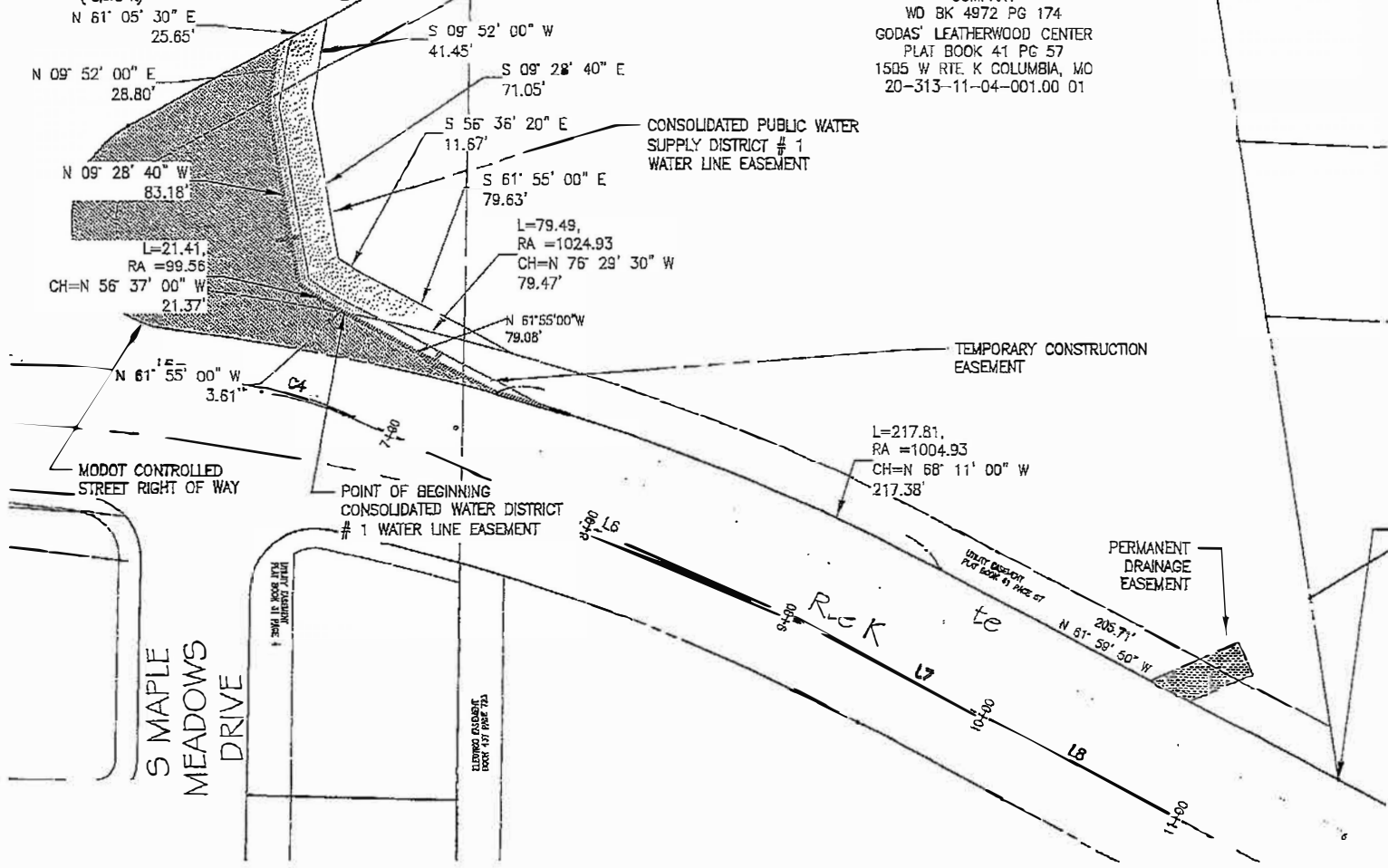
NORTH WEST QUARTER  
SECTION 11  
TOWNSHIP 47 NORTH  
RANGE 13 WEST




Scale: 1"=50'

OIL INVESTMENTS RTK LLC A MISSOURI LIMITED LIABILITY COMPANY  
WD BK 4972 PG 174  
GODAS' LEATHERWOOD CENTER  
PLAT BOOK 41 PG 57  
1505 W RTE. K COLUMBIA, MO  
20-313-11-04-001.00 01

EXHIBIT A




 city of  
**Columbia**  
 Public Works

**Rte K & Old Plank**  
 Roundabout

Scale: 1"=50'    Dwn: T.L.W.    11/7/2023

c:\p00000\proj\2023\11-04-old plank rd - roundabout\design\route k old plank rd - easements (den).dwg

2015 Orthophoto Source: Boone County Assessor



Recorded in Boone County, Missouri  
 Date and Time: 01/04/2019 at 02:31:50 PM  
 Instrument #: 2019000169 Book: 4978 Page: 142  
 Instrument Type: ESMT  
 Recording Fee: \$30.00 \$  
 No. of Pages: 3

*Nora Dietzel*  
 Nora Dietzel, Recorder of Deeds



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 4<sup>th</sup> day of JANUARY, 2019, OIL INVESTMENTS RTK LLC, a Missouri limited liability company of the state of Missouri, hereinafter designated as Grantor (herein so styled, whether one or more) for and in consideration of the sum of \$10.00 and other valuable consideration, paid and delivered by CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO.1 of Boone County, Missouri, hereinafter referred to as the Grantee, organized under the laws of the State of Missouri; the receipt of which is hereby acknowledged, hereby Grants, Bargains, Sells and Conveys to said Grantee the perpetual easement and right to enter upon the lands of Grantor situated in the County of BOONE, State of Missouri, described as follows:

LOT ONE (1) OF GODAS' LEATHERWOOD CENTER AS SHOWN BY THE PLAT THEREOF RECORDED IN PLAT BOOK 41, PAGE 57, RECORDS OF BOONE COUNTY, MISSOURI, LOCATED IN NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 10 AND THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 11, ALL IN TOWNSHIP 47 NORTH, RANGE 13 WEST, BOONE COUNTY, MISSOURI AND DESCRIBED BY WARRANTY DEED RECORDED IN BOOK 4972, PAGE 174, RECORDS OF BOONE COUNTY, MISSOURI.

and to erect, construct, install, lay, operate, inspect, maintain, repair, rebuild, upgrade, replace, remove and patrol on or over or under said lands, and in and upon all streets, roads, or highways abutting said lands 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, together with the perpetual right to go in and upon said land for said purposes. The water line easement hereby granted shall be two strips of land being more particularly described as follows:

STRIP 1

COMMENCING AT THE MOST NORTH CORNER OF SAID LOT 1 AND WITH THE EAST LINE THEREOF, SAID LINE BEING THE WEST LINE OF LOT 19, OLD PLANK ESTATES RECORDED IN PLAT BOOK 46, PAGE 3, S 8°31'00"E, 21.74 FEET TO THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING AND LEAVING SAID EAST LINE AND PARALLEL WITH THE SOUTH RIGHT OF WAY LINE FOR WEST OLD PLANK ROAD, STRIP BEING 20.00 WIDE AND LYING RIGHT AND ADJACENT TO THE FOLLOWING DESCRIBED LINE, S 58°25'10"W, 325.61 FEET; THENCE S 61°03'05"W, 179.24 FEET; THENCE S 7°54'30"W, 70.98 FEET TO POINT "A"; THENCE S 7°54'30"W, 20.00 FEET TO THE NORTH RIGHT OF WAY LINE FOR WEST ROUTE K HIGHWAY AND THE END OF THIS DESCRIBED LINE. THE SIDELINE BEING SHORTENED OR ELONGATED TO MEET PROPERTY LINES.

STRIP 2

BEGINNING AT PONT "A", AS REFERENCED IN STRIP 1 AND RUNNING PARALLEL WITH THE NORTH RIGHT OF WAY LINE FOR WEST ROUTE K, STRIP BEING 20.00 FOOT WIDE, LYING LEFT AND ADJACENT TO THE FOLLOWING DESCRIBED LINE, 374.06 FEET ALONG A 1024.69-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT SAID CURVE HAVING A CHORD, S 72°28'10"E, 371.99 FEET; THENCE S 62°00'50"E,

EXHIBIT C



190.86 FEET TO THE END OF THIS DESCRIBED LINE, THE SIDELINE BEING SHORTENED OR ELONGATED TO MEET PROPERTY LINE.

(Said Easement Land is shown by Exhibit A, which is attached to this Grant of Easement and is incorporated into this Grant of Easement by Reference.)

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 said water pipe lines and appliances.

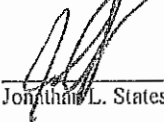
Title to said water pipe lines and appliances shall be and remain in Grantee.

Grantor covenants to and with said Grantee that subject to existing easements, if any, for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and telegraph lines covering the land herein described, Grantor is lawfully seized and possessed of said lands, has a good and lawful right and power to sell and convey them and that they are free and clear of all liens and encumbrances, except as herein stated 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, we have set our hands this 4<sup>th</sup> day of JANUARY, 20 19.

OIL INVESTMENTS RTK LLC, a Missouri limited liability company of the state of Missouri

  
\_\_\_\_\_  
Jason A. Burchfield, Manager of Oil Investments RTK LLC

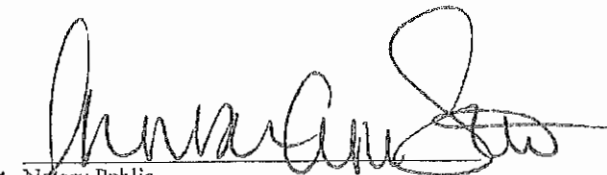
  
\_\_\_\_\_  
Jonathan L. States, Manager of Oil Investments RTK LLC

STATE OF MISSOURI     )  
                                  ) SS.  
COUNTY OF BOONE     )

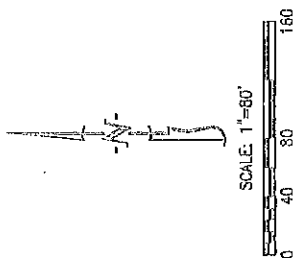
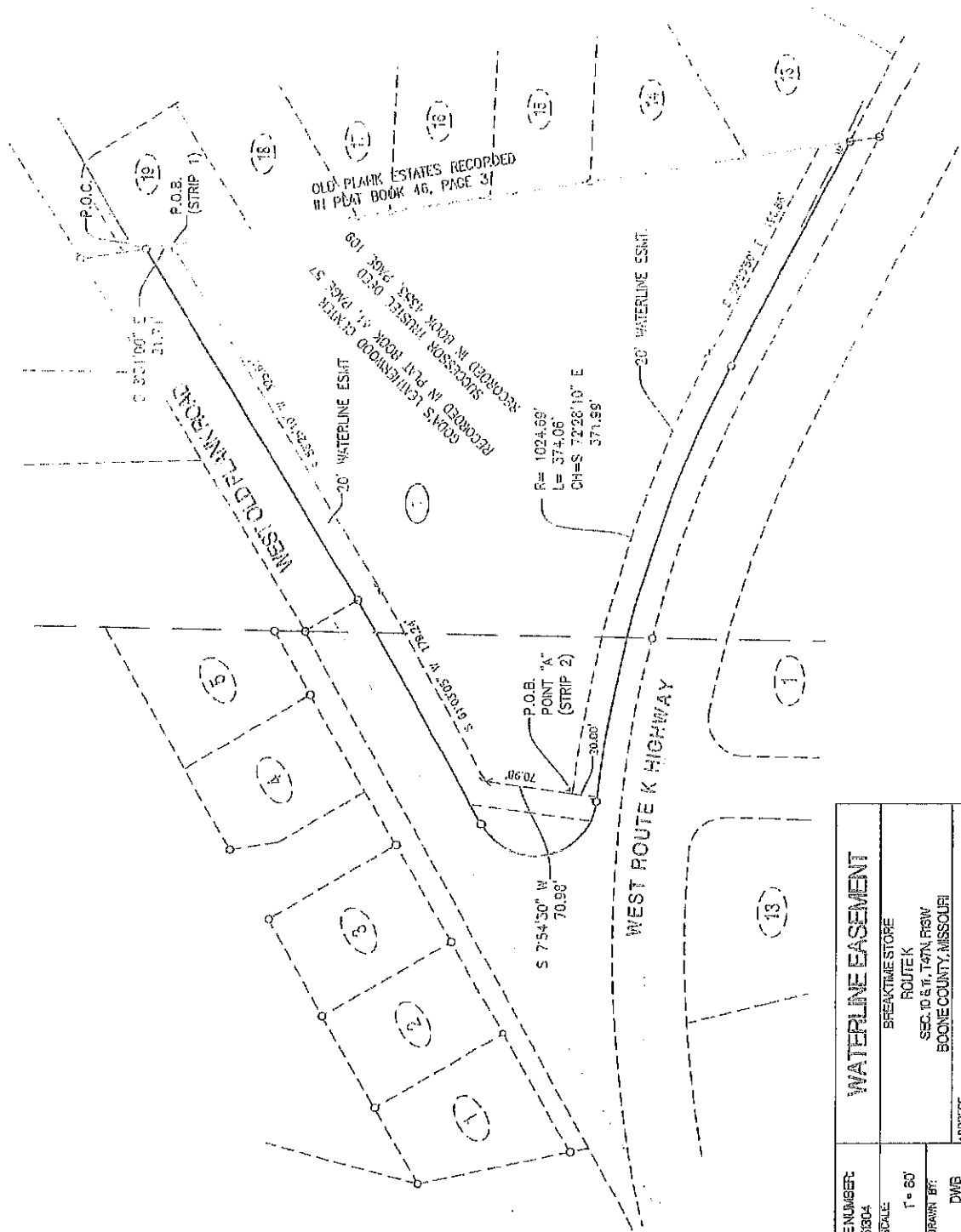
On this 4<sup>th</sup> day of JANUARY, 2019, before me, a Notary Public in and for the County of Boone, in the State of Missouri, appeared Jason A. Burchfield, Manager of Oil Investments RTK LLC and Jonathan L. States, Manager of Oil Investments RTK LLC to me known to be the persons described in and who executed the foregoing easement, and, acknowledged that he was duly authorized to execute the foregoing instrument on behalf of limited liability company for the purpose therein stated.

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.

My commission expires: 1/12/2020

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

TERESA ANN STOCKINGER  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires January 12, 2020  
Commission #16605624



<b>CRACKETT</b> ENGINEERING CONSULTANTS 1000 W. Nitro Road Building 1 Columbia, Missouri 65203 (573) 447-0292 www.crackettengineering.com	CORPORATE NUMBER: 200065904	<b>WATERLINE EASEMENT</b>	
	DATE: 12/15/2018	SCALE: 1" = 60'	BREAKTIME STORE ROUTE K SEC. 10 S. T. 147N. R. 15W BOONE COUNTY, MISSOURI
PROJECT: 160448	DRAWN BY: DMB	ADDRESS:	

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 ZUMALT PROPERTIES L. L. C., a Missouri limited liability company of the County of BOONE, State of Missouri, hereinafter designated as Grantor (herein so styled, whether one or more) for and in consideration of the sum of \$10.00 and other valuable consideration, paid and delivered by CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO.1 of Boone County, Missouri, hereinafter referred to as the Grantee, organized under the laws of the State of Missouri; the receipt of which is hereby acknowledged, hereby Grants, Bargains, Sells and Conveys to said Grantee the perpetual easement and right to enter upon the lands of Grantor situated in the County of BOONE, State of Missouri, described as follows:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 47 NORTH, RANGE 13 WEST, BOONE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHERNMOST POINT OF CEDAREBROOK SUBDIVISION PLAT NO. 1 AS SHOWN BY PLAT RECORDED IN PLAT BOOK 10, PAGE 23, RECORDS OF BOONE COUNTY, MISSOURI, BEING SHOWN AS POINT NO. (8) OF SAID PLAT; THENCE SOUTH 12 DEGREES 27' 45" EAST, 168.37 FEET TO POINT NO. (9); THENCE NORTH 77 DEGREES 32' 15" EAST, 128.69 TO POINT NO. (10); THENCE NORTH 12 DEGREES 27' 45" WEST, 160.74 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROUTE K; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING. DESCRIBED IN DEED RECORDED IN BOOK 1144 PAGE 100 RECORDS OF BOONE COUNTY, MISSOURI.

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 47 NORTH, RANGE 13 WEST, BOONE COUNTY, MISSOURI, DESCRIBED AS LOT 13 OF MAPLE MEADOWS SUBDIVISION PLAT 1, RECORDED IN PLAT BOOK 31, PAGE 4, RECORDS OF BOONE COUNTY, MISSOURI.

and to erect, construct, install, lay, operate, inspect, maintain, repair, rebuild, replace, remove and patrol on or over or under said lands, and in and upon all streets, roads, or highways abutting said lands, pipes or tiles for the transmission of water, and all appliances necessary in connection therewith, together with the perpetual right to go in and upon said land for said purposes. The water line easement hereby granted shall be 20 feet in width, the center line thereof to be located across said land as installed.

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 said water pipe lines and appliances.

Title to said water pipe lines and appliances shall be and remain in Grantee.

Grantor covenants to and with said Grantee that subject to existing easements, if any, for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and telegraph lines covering the land herein described, Grantor is lawfully seized and possessed of said lands, has a good and lawful right and power to sell and convey them and that they are free and clear of all liens and encumbrances, except as herein stated 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, we have set our hands this 11 day of January, 1999.

Asa B. Zumalt, Jr. Asa B. Zumalt  
Member,  
Zumalt Properties L.L.C.

Asa K. Zumalt Asa K. Zumalt  
Member,  
Zumalt Properties L.L.C.

Allen K. Zumalt Allen K. Zumalt  
Member,  
Zumalt Properties L.L.C.

Byron K. Zumalt Byron Zumalt  
Member,  
Zumalt Properties L.L.C.

EXHIBIT D

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF BOONE )

On this 11 day of January, 1999, before me, a Notary Public in and for the County of Boone, in the State of Missouri, personally appeared Carl B. Zumalt, Jr., Allen K. Zumalt and Brian K. Zumalt, MEMBERS 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 affixed my official seal; at my office in Columbia, Missouri, the day and year first above written.

My commission expires: April 16, 2001

Earl S. S. Stuart  
Notary Public

EARL S. S. STUART



STATE OF MISSOURI )  
COUNTY OF BOONE ) SS.

Document No. 4355

I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 19th day of February, 1999 at 1 o'clock and 47:10 minutes PM and is truly recorded in Book 1502 Page 892.

Witness my hand and official seal on the day and year aforesaid:

BETHEL JOHNSON, RECORDER OF DEEDS

by Vicki Gilpin deputy  
VICKI GILPIN

