

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.

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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: _____

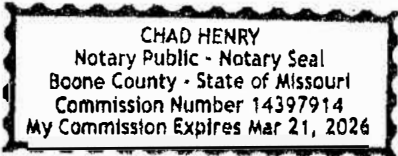
Notary Public

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.

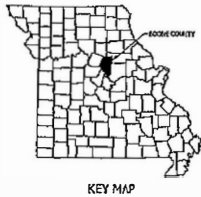
My commission expires: 3/21/2026



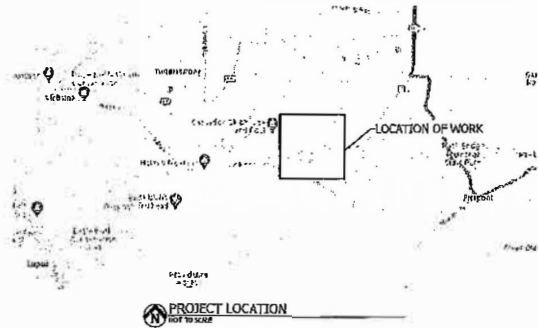
Chad Henry
Notary Public

OLD PLANK-ROUTE K ROUNDABOUT WATER LINE RELOCATION

DISTRICT PROJECT NO. 2023-007
 CPWSD 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
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 BOARD PROTECTIVE DOUBLE STRIKES 18" CONCRETE LOCATIONS SHALL BE IDENTIFIED WITH DOUBLE STRIKES AND WATER MARKS AND INCLUDED IN THE BOARD PROTECTIVE STRIKES UNIFORMS.
 8. HORIZONTAL DISTANCE BETWEEN BENT LINES SHALL BE 100' MINIMUM UNLESS NOTED.
 9. CONTRACTOR TO COVER ALL STRUCK OPERATIONS AS REQUIRED.
 10. CONTRACTOR SHALL OBTAIN APPROVAL FROM THE WATER DISTRICT IN ADVANCE BEFORE PLACING BLOCKING, CONCRETE BLOCKS OR EQUIPMENT SHALL NOT BE ALLOWED.
 11. ALL LINES TO BE PROBED, CIRCUMFERED AND MEASURED PRIOR TO CONTRACTOR TO DISTRICT INSPECTOR, TO VERIFY DEPTH OF PIPE FROM SURFACE, SHALL BE THE CONTRACTOR'S RESPONSIBILITY FOR INSTALLATION AND PROTECTION AS REQUIRED.
 12. EXCAVATION SHALL BE PROBED PRIOR TO ANY PRIVATE BOARD OPERATIONS AND TO VERIFY BENT LINES AND EQUIPMENT SHALL BE 1" CLEAN JOCK.
 13. WORK SHALL BE MADE ONLY AT THE CONTRACTOR'S RISK AND SHALL BE COORDINATED AND APPROVED PRIOR TO ANY WORK 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 CONTRACTOR SHALL BE RESPONSIBLE FOR THE AS OF THE AS APPROVED BEFORE AS POSSIBLE.
 - D) TO THE END TO BE SUBMITTED ON RECORDS, WITH DISTRICT INSPECTOR'S SIGNATURE ON RECORDS.
 14. CONTRACTOR TO CLEANUP, FILL AND REPAIR AS PER PROJECT SPECIFICATIONS.
 15. ALL PIPES WITH OPEN ENDS INDICATED FOR ADVANCE PROTECTION SHALL BE COVERED.
 16. WATER TO BE AS REQUIRED SHALL BE MADE THE SAME TO AT LEAST 2' BELOW THE ORIGINAL, THE WORK SHALL BE OPEN TO THE WATER DISTRICT.
 17. PIPES TO BE RELOCATED SHALL BE IDENTIFIED ON THE DISTRICT CREW TEAM 7" SHALL NOT BE ALLOWED. ALL RELOCATED JOINTS SHALL HAVE JOINT PROTECTION IN PLACE ON ALL JOINTS.
 18. TIES WITH ANCHOR BOLTS SHALL BE USED TO TIE UP OF PIPES, TIES SHALL BE IN PLACE AS APPROVED BY THE WATER DISTRICT INSPECTOR.
 19. USE OF 1" ALL-PURPOSE STAINLESS STEEL TIE-ROPS SHALL BE APPROVED BY THE WATER DISTRICT INSPECTOR IN PLACE OF RELOCATED JOINTS.

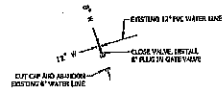
CALL OR CLICK A DATE BEFORE THE WORK
 1-800-816-8111 or 417-816-8111
 www.mtccm.com

COVER SHEET OLD PLANK-ROUTE K ROUNDABOUT WATER LINE RELOCATION DISTRICT PROJECT NO. 2023-007 CPWSD NO. 1 OF BOONE COUNTY, MISSOURI MAY 2024	
NOT FOR CONSTRUCTION	
EXISTING PROPOSED TOTAL DATE DRAWN BY CHECKED BY DATE	03-01 1 of 7

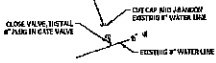
EXHIBIT A

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

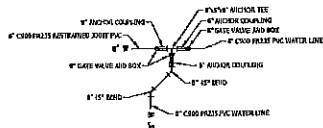
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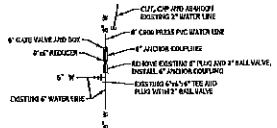
2 DETAIL C-102-2
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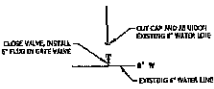
3 DETAIL C-102-3
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4 DETAIL C-102-4
NOT TO SCALE



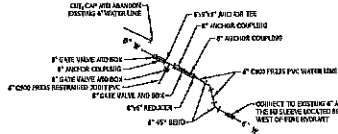
5 DETAIL C-102-5
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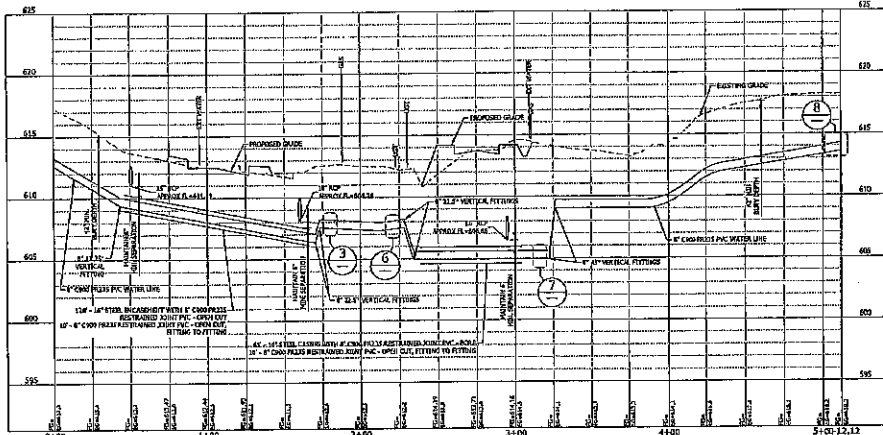
6 DETAIL C-102-6
NOT TO SCALE



7 DETAIL C-102-7
NOT TO SCALE



8 DETAIL C-102-8
NOT TO SCALE



DETAILS AND PROFILE
SCALE: 1/4" = 1'-0"

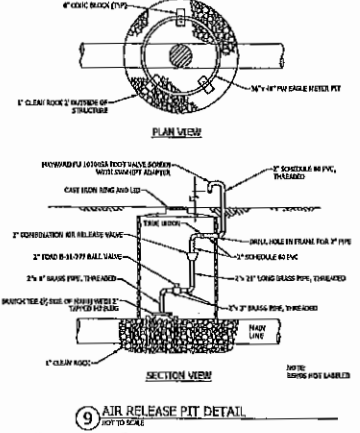
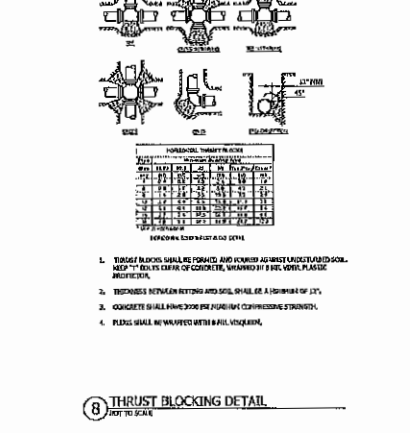
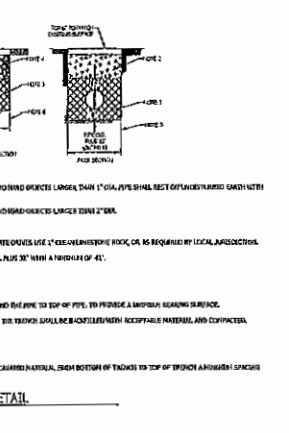
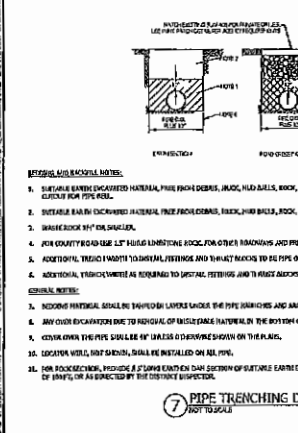
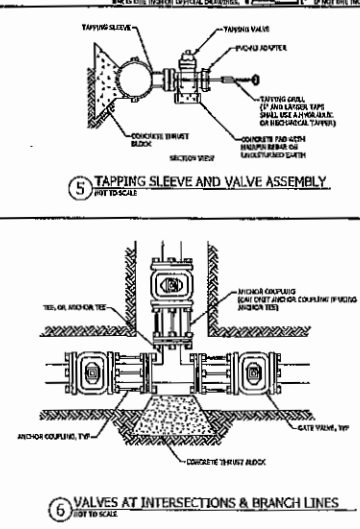
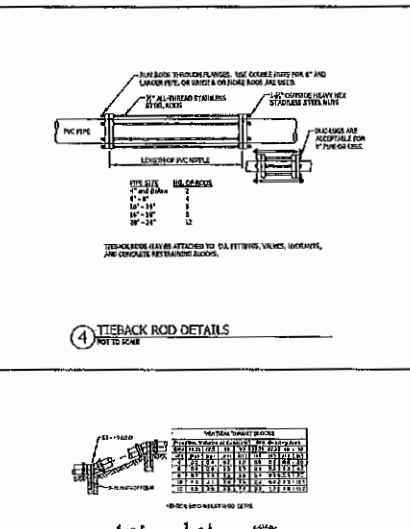
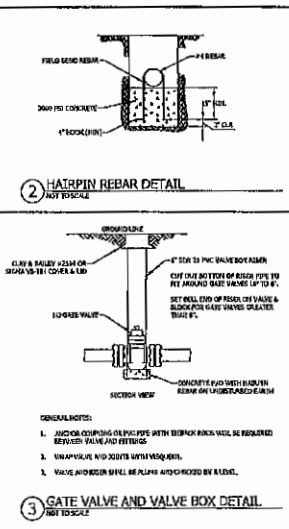
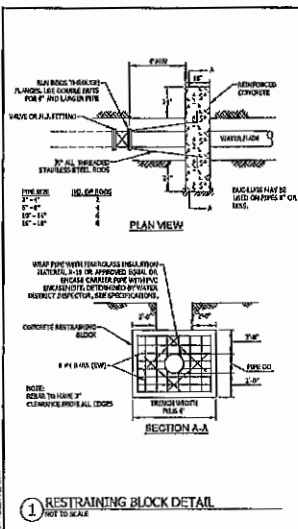
Bartlett & West

DETAILS AND PROFILE

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

NOT FOR CONSTRUCTION

DATE	BY	CHK
01/10/2023	JLW	JLW
02/10/2023	JLW	JLW
03/10/2023	JLW	JLW
04/10/2023	JLW	JLW
05/10/2023	JLW	JLW
06/10/2023	JLW	JLW
07/10/2023	JLW	JLW
08/10/2023	JLW	JLW
09/10/2023	JLW	JLW
10/10/2023	JLW	JLW
11/10/2023	JLW	JLW
12/10/2023	JLW	JLW



1 RESTRAINING BLOCK DETAIL
NOT TO SCALE

2 HATPIN REBAR DETAIL
NOT TO SCALE

3 GATE VALVE AND VALVE BOX DETAIL
NOT TO SCALE

4 THRUST BLOCKING DETAIL
NOT TO SCALE

5 TAPPING SLEEVE AND VALVE ASSEMBLY
NOT TO SCALE

6 VALVES AT INTERSECTIONS & BRANCH LINES
NOT TO SCALE

7 PIPE TRENCHING DETAIL
NOT TO SCALE

8 AIR RELEASE PIT DETAIL
NOT TO SCALE

9 THRUST BLOCKING DETAIL
NOT TO SCALE

10 RESTRAINING BLOCK DETAIL
NOT TO SCALE

GENERAL NOTES:

1. ALL JOINTS AND COUPLINGS OF PIPE WITH THRUST BLOCK SHALL BE REINFORCED BETWEEN WALL AND FITTING.
2. UNAPPROVED AND UNTESTED MATERIALS.
3. WALLS AND BOXES SHALL BE REINFORCED AND CURVED BY SLABS.

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GENERAL NOTES:

1. SUSTAINABLE BANKS (ENHANCED MATERIAL, FREE FROM DEBRIS, ROCK, AND HARD PARTICLES LARGER THAN 1" DIA.) PIPE SHALL REST ON UNDISTURBED UNADDED SAND WITH SLOPE AS PER PIPE SPEC.
2. SUSTAINABLE BANKS BY OVERLAPPING MATERIAL, FREE FROM DEBRIS, ROCK, AND HARD PARTICLES LARGER THAN 2" DIA.
3. BRIDGE ROCK 18" DIA. MAXIMUM.
4. FOR COUNTY ROAD USE 12" HOLLOW CONCRETE BLOCK FOR OTHER ROADWAYS AND PRIVATE DRIVE USE 12" CONCRETE BLOCKS OR AS REQUIRED BY LOCAL JURISDICTION.
5. ADDITIONAL TRENCH WIDTH TO PERMIT FITTINGS AND TRENCH WIDTH TO BE PIPE DIA. PLUS 36" WITH A MINIMUM OF 48".
6. ADDITIONAL TRENCH WIDTH AS REQUIRED TO PERMIT FITTINGS AND TO PERMIT ACCESS.

GENERAL NOTES:

1. TRENCHING SHALL BE IN TWO LAYERS UNLESS THE PIPE IS 18" OR SMALLER AND BACKED THE PIPE TO TOP OF PIPE TO PROVIDE A MINIMUM BEARING SURFACE.
2. ANY OTHER EXCAVATION DUE TO REMOVAL OF UNSUSTAINABLE MATERIAL IN THE BOTTOM OF THE TRENCH SHALL BE OBTAINED WITH ACCEPTABLE MATERIAL AND COMPACTED.
3. COVER OVER THE PIPE SHALL BE 24" UNLESS OTHERWISE SPECIFIED ON THE PLAN.
4. LOCATE AND SET THE SLOPE SHALL BE INSTALLED ON ALL PIPE.
5. FOR ROCKY AREAS, PROVIDE A 2" MINIMUM SAND SECTION OF SUSTAINABLE ENHANCED MATERIAL FROM BOTTOM OF TRENCH TO TOP OF BRUSH OR GRASS MATS OF MATS, OR AS SPECIFIED BY THE DISTRICT SUPERVISOR.

GENERAL NOTES:

1. THRUST BLOCKS SHALL BE FORMED AND CURED AS SPECIFIED ABOVE. KEEP 1" CLEARANCE OF CONCRETE, UNLESS OTHERWISE SPECIFIED.
2. TRENCHES BETWEEN FITTINGS AND SLABS SHALL BE A MINIMUM OF 12".
3. CONCRETE SHALL HAVE 2000 PSI COMPRESSIVE STRENGTH.
4. PILING SHALL BE WALLS WITH 8" DIA. VERTICALS.

GENERAL NOTES:

1. TAPPING SLEEVES SHALL BE FORMED AND CURED AS SPECIFIED ABOVE. KEEP 1" CLEARANCE OF CONCRETE, UNLESS OTHERWISE SPECIFIED.
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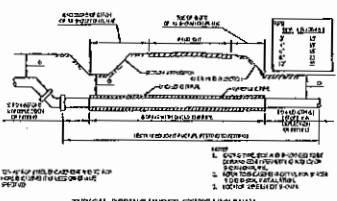
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Bartlett & West
CONSTRUCTION DETAILS
OLD PLANKROUTE K AND ABOUT WATER LINE RELOCATION
DISTRICT PROJECT NO. 2024-007
CPIED NO. 1 OF BOONE COUNTY, MISSOURI

NOT FOR CONSTRUCTION

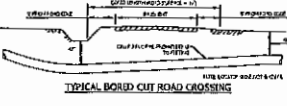
DATE: 4/1/24



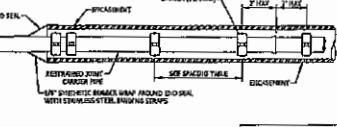
1. TYPICAL BORING UNDER STATE HIGHWAY
NOT TO SCALE



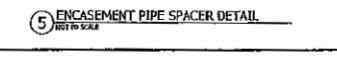
2. TYPICAL OPEN CUT ROAD CROSSING
NOT TO SCALE



3. TYPICAL BORED CUT ROAD CROSSING
NOT TO SCALE



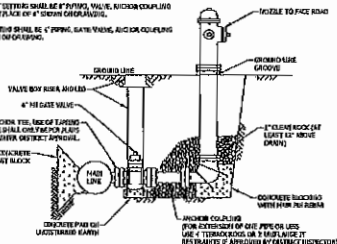
4. TYPICAL ROADWAY CROSSING
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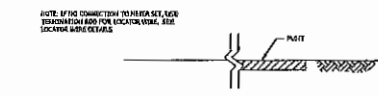
5. ENCASMENT PIPE SPACER DETAIL
NOT TO SCALE

Spacer Pipe Diameter (in.)	Min. Spacer Length (in.)	Spacer Width (in.)
12	12	12
18	18	18
24	24	24
30	30	30
36	36	36
42	42	42
48	48	48
54	54	54
60	60	60
66	66	66
72	72	72

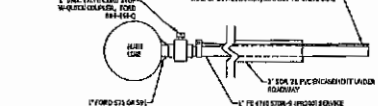
- NOTES:
1. VALVE, VALVE BOX AND DISCHARGE REGULATOR TO BE PLUMB AND DECIDED BY A LEVEL.
 2. APPROVED FIRE HYDRANTS AND ANCHOR BOLTINGS 6-41-85, COMPROMISED, AND (HARDER CONTAINMENT), 2018.
 3. COMPROMISE (MOUNTING) DETAILS SHALL BE 8" PIPING, VALVE, ANCHOR BOLTING AND DISCHARGE REGULATOR TO BE 4" TYPICAL CONNECTION.
 4. 1" FIRE HYDRANT SETTING SHALL BE 4" PIPING, GATE VALVE, ANCHOR BOLTING IN PLACE OF 8" BORE IN CONNECTION.



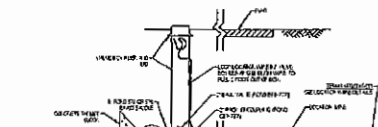
6. FIRE HYDRANT DETAIL
NOT TO SCALE



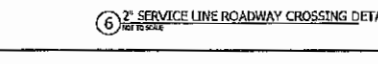
7. TYPICAL BORED CUT ROAD CROSSING
NOT TO SCALE



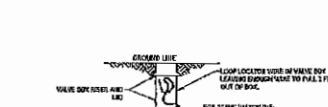
8. TYPICAL BORED CUT ROAD CROSSING
NOT TO SCALE



9. 2" SERVICE LINE ROADWAY CROSSING DETAIL
NOT TO SCALE



10. LOCATOR WIRE DETAILS
NOT TO SCALE



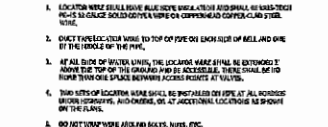
11. 2" CONNECTION TO MAIN
NOT TO SCALE



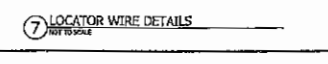
12. TYPICAL BORED CUT ROAD CROSSING
NOT TO SCALE



13. TYPICAL BORED CUT ROAD CROSSING
NOT TO SCALE



14. LOCATOR WIRE DETAILS
NOT TO SCALE



15. LOCATOR WIRE DETAILS
NOT TO SCALE

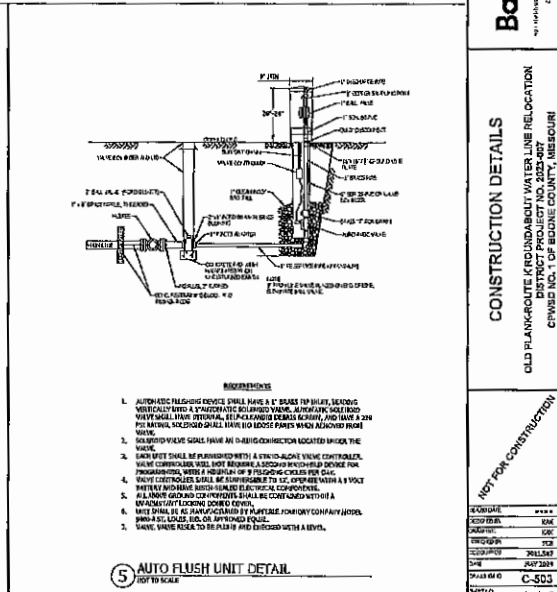
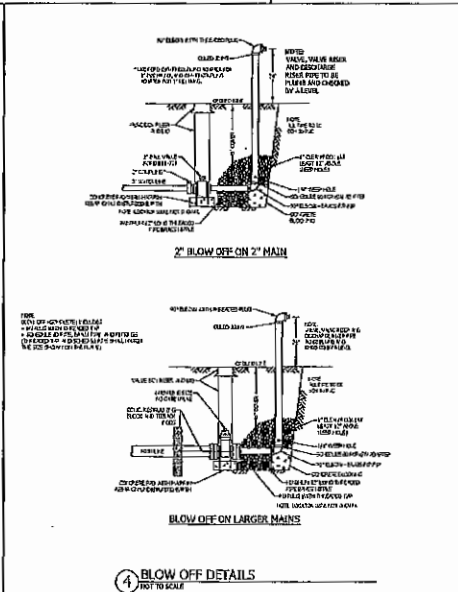
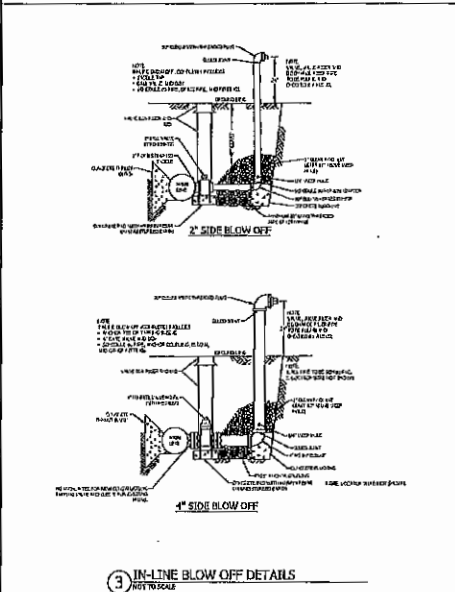
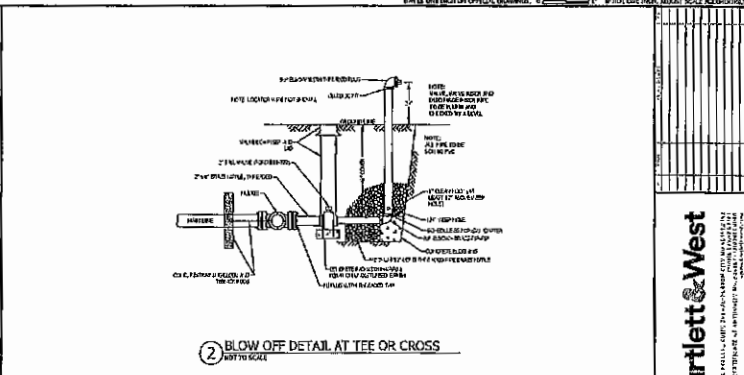
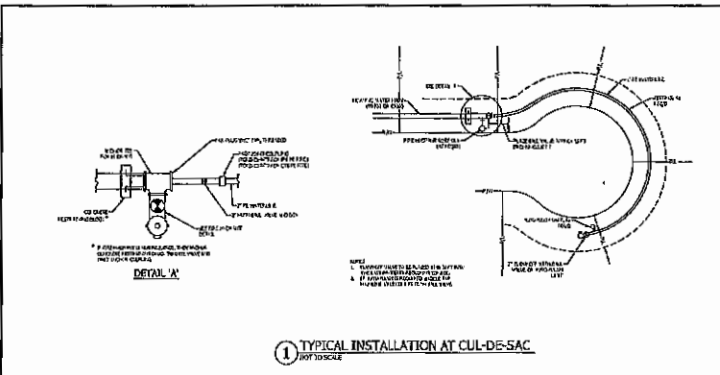
Bartlett & West

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



- REQUIREMENTS**
1. AUTOMATIC BLOW OFF UNITS SHALL HAVE A 2\"/>
 2. BLOW OFF VALVE SHALL HAVE AN IN-FLIGHT POSITION LOCATED UNDER THE MAIN.
 3. EACH UNIT SHALL BE PROVIDED WITH A STANDARD VALVE CONTROLLER. VALVE CONTROLLER SHALL NOT BE SUBJECT TO CORROSION FROM ANY SOURCE. CONTROLLER SHALL BE PROVIDED WITH A BATTERY OPERATED POWER SOURCE FOR EACH UNIT.
 4. EACH CONTROLLER SHALL BE EQUIPPED WITH A 12 VOLT BATTERY OPERATED POWER SOURCE.
 5. ALL BATTERY OPERATED POWER SOURCES SHALL BE PROVIDED WITH A BATTERY OPERATED POWER SOURCE.
 6. EACH UNIT SHALL BE PROVIDED WITH A BATTERY OPERATED POWER SOURCE.
 7. EACH UNIT SHALL BE PROVIDED WITH A BATTERY OPERATED POWER SOURCE.

Bartlett & West

CONSTRUCTION DETAILS

OLD PLANKROUTE KROUNDABOUT WATER LINE RELOCATION
DISTRICT PROJECT NO. 2022-001
CONTRACT NO. 1 OF BUREAU COUNTY, ILLINOIS

NOT FOR CONSTRUCTION

NO. OF SHEETS	4
NO. OF SHEETS USED	4
DATE	04/27/2022
BY	...
CHECKED	...
APPROVED	...
SCALE	C-502

4 of 7

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

-  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

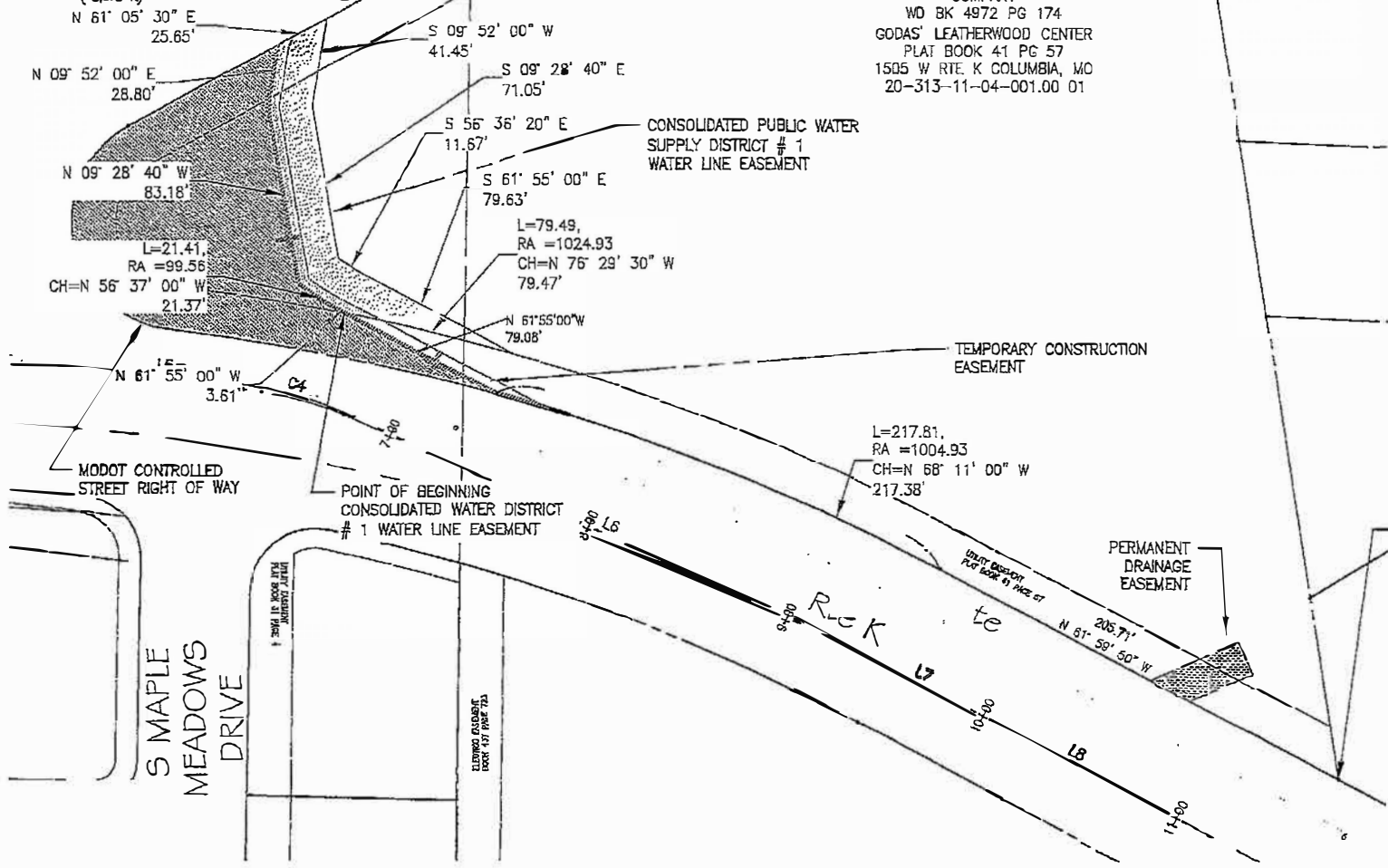
SECTION LINE
PLANK ROAD
UNIT 050001
PLAT BOOK 41 PAGE 57


NORTH WEST QUARTER
SECTION 11
TOWNSHIP 47 NORTH
RANGE 13 WEST



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\11-01-old plank rd - roundabout\design\route k old plank rd plan-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 4th 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.

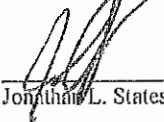
Grantor covenants to and with said Grantee that subject to existing easements, if any, for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and telegraph lines covering the land herein described, Grantor is lawfully seized 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 4th 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



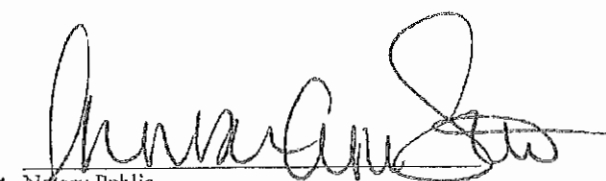
Jonathan L. States, Manager of Oil Investments RTK LLC

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 4th 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

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

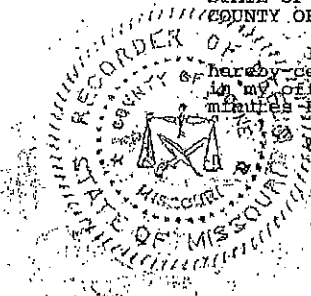
Earl S. S. Stuart
Notary Public

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 GIPLIN