

GRANT OF EASEMENT FOR ELECTRIC PURPOSES

THIS INDENTURE, made on the day _____ of _____, 2017, by and between The City of Columbia, a municipal corporation of the County of Boone and the State of Missouri, GRANTOR, Boone Electric Cooperative, a Missouri rural electric cooperative, whose address is 1413 Rangeline St., PO Box 797, Columbia, Missouri, 65205-0797, (hereinafter called "GRANTEE") and to its successors and assigns,

WITNESSETH:

That the GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) to GRANTOR in hand paid by the Boone Electric Cooperative, the receipt of which is hereby acknowledged, do hereby grant unto said Boone Electric Cooperative, its successors and assigns, an easement for the right, privilege, and authority to construct, operate, replace, repair, and maintain electric power lines, including the necessary poles, wires, guys, stubs, underground electric cables and associated aboveground pad-mounted apparatus, and other fixtures, over, under, across, and upon the following described real estate, owned by Grantor, situated in the County of Boone, State of Missouri, to-wit:

Legal Description:

A strip of land over and across the south part of a tract of land as described in Deed Book 370 at Page 492, said tract being shown by a survey as recorded in Book 374 at Page 4, both of the Boone County Records; situate in the south half (1/2) of the northwest quarter (1/4) of Section 1, Township 46 North, Range 12 West, Boone County, Missouri; said strip being the north forty-five (45) feet of the south sixty (60) feet of said tract.

And to place, replace, construct, reconstruct, erect, relocate, modify, change operating voltage, patrol, repair, operate and maintain thereon, either above ground or underground or a combination of both, an electric distribution system of one or more circuits, poles, structures, wire, guys brace poles, guy wires, anchors, cables, fiber optics, line, lines and other appurtenances for the distribution of electrical energy and data or information of any type whatsoever, to and across the above described lands of the undersigned.

Nothing set forth herein shall be deemed to limit GRANTEE'S right and ability to upgrade, expand or extend any electric line, cable, fiber optics or other lines, or communication systems, data or information systems of any type in the future on, across and within the easement so as to enable GRANTEE herein to furnish service to others, and within the easement the right to increase or decrease the voltage, size capacity of the line, number or location of lines, poles or structures, all as GRANTEE may deem necessary or advisable.

Notwithstanding any ordinance or regulation of Grantor now or subsequently in effect to the contrary, GRANTEE shall have full rights to spray, cut, trim or remove trees and shrubbery to the extent necessary to keep them clear of the aforementioned electric distribution or communication lines or system; to cut down from time to time all dead, weak, leaning or dangerous trees located outside of or within the easement, that are, upon falling, tall enough to strike the wires or any other component of the system; and to remove all structures, trees, plants or vegetation that might in Grantee's sole judgment, endanger the

line or system; and to license, permit, or otherwise agree to the joint use or occupancy of the easement by any successor or subsidiary of Grantee, including their representative successors, assigns or subsidiaries. The undersigned agrees to keep the easement clear of all future buildings, structures, grain bins, water impoundments or obstructions that may interfere with the operation or maintenance of the electric distribution or communication lines or system, except where permitted by Grantee. The undersigned furthermore agrees to advise and consult with Grantee in advance of any change in the grade and/or elevation of the land within the easement as granted herein, so as to allow grantee to maintain mandatory clearance requirements and all other safety requirements as required by and set forth in the National Electric Safety Code or other applicable federal, state or local, law, statute, rule, regulation or ordinance. 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, prior to entering upon lands of the GRANTOR for the purposes set out in this easement shall coordinate entry with the office of the Manager of the airport.

The GRANTEE shall not permit any maintenance or construction equipment which would encroach into restricted airspace or clear zones, approach slopes, runway and taxiway, or safety areas to enter upon or be used upon the land of the GRANTOR without prior approval; provided, however, that such approval shall not be necessary when an emergency conditions exists and immediate action by the GRANTEE is necessary to restore service or otherwise protect the public health. When an emergency situation exists, the ingress and egress of the GRANTEE, will be coordinated with the airport management.

The GRANTEE shall not construct nor permit to stand above ground level on said easement area any building, structure, poles or other objects, manmade or natural, to a height in excess of Federal Aviation Regulation (FAR) Part 77 (FAA Form No. 7460-1) prior to constructing any maintenance or improvement within said easement area.

The GRANTEE shall file a notice consistent with the requirement of FAR Part 77 (FAA Form No. 7460-1) prior to constructing any maintenance or improvement within said easement area.

The GRANTOR covenants that, subject to liens and encumbrances of record at the date of this easement, it is the true and lawful owner of the above-described real property and is lawfully seized of the same in fee simple and has good right and full powers to grant this Deed of Easement.

IN WITNESS WHEREOF, the undersigned have set their hands this _____ day of _____, 2017.

CITY OF COLUMBIA, MISSOURI, a Municipal Corporation

By: _____
Mike Matthes, City Manager

Attest: _____
Sheela Amin, City Clerk

STATE OF Missouri)
)ss.
COUNTY OF Boone)

On this _____ day of _____ in the year 2017, before me, a Notary Public in and for said state, personally appeared, Mike Matthes, City Manager and who, being by me duly sworn, acknowledged that he is the City Manager of the City of Columbia, MO and that said instrument was signed in behalf of said municipal corporation and further acknowledged that he executed the same as a free act and deed for the purposes therein stated and that they have been granted the authority by said corporation to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written above.

Notary Public