

EASEMENT

THIS INDENTURE, Made this 9th day of JANUARY, 1964,
by and between GEORGE R. TODD and RUBY MAE TODD, his wife.

their heirs, successors, and assigns, hereinafter referred to as Grantor, whether one or more and whether an individual, individuals, or a corporation, and UNION ELECTRIC COMPANY, a Missouri corporation, its successors, assigns, agents, lessees, tenants, contractors, sub-contractors, and licensees, hereinafter referred to as Grantee,

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and the additional consideration of the sum of One Hundred Fifty and No/100ths ----- Dollars (\$150.00) to be paid to Grantor by Grantee within sixty (60) days from the date hereof or the release of this easement from any liens or encumbrances of record, whichever date is later, Grantor does hereby grant, bargain, sell, convey, and confirm unto Grantee the perpetual right and easement 100 feet in width in, on, upon, along, over, through, across, and under the following described lands situated in Boone County, Missouri, to wit:

The Northwest $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ and a roadway in the South part of Northeast $\frac{1}{4}$ Northeast $\frac{1}{4}$. The Southeast $\frac{1}{4}$ Northeast $\frac{1}{4}$ and all the Northeast $\frac{1}{4}$ Southeast $\frac{1}{4}$; except 3 acres, more or less, being the Northwest part of said Northeast $\frac{1}{4}$, the said 3 acres bounded on the South and East by a public road running in a North-easterly direction across the Northwest part of the said Northeast $\frac{1}{4}$; all the above lands being in Section (12) Township 46 North, Range 12 East. Subject to Right of Way Deed to State of Missouri for road purposes recorded in Book 3 at Page 396.

The centerline of the easement across the above described property shall be coincident with a line described as beginning at a point in the Northwest $\frac{1}{4}$, Section 7, Township 46 North, Range 11 West, Boone County, Missouri, said point being 70 feet east of the centerline of a public road, as now traveled, extending North and South along or near the West line of said Northwest $\frac{1}{4}$, said point being measured at 90° from a point on said centerline of said public road, as now traveled, said point being 300 feet south of a point on the centerline of said public road, as now traveled, said point being the intersecting point of the Westerly prolongation of the South face of the most southerly existing house located on property in said Northwest $\frac{1}{4}$, now or formerly owned by E. D. Brinegar and Stella Mae Brinegar, to the centerline of said public road, as now traveled; thence in a Northwesterly direction to a point in the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 11, Township 46 North, Range 12 West, Boone County, Missouri, said point being 300 feet west of the centerline of a public road, as now traveled, which runs North and South along the East line of said Section 11, said 300 feet being measured at 90° to the centerline of said public road, as now traveled, from a point in the centerline of said public road, as now traveled, which is 1900 feet south of the point of intersection of the centerline of said public road, as now traveled, and the easterly prolongation of the centerline of a public road, as now traveled, which runs East and West along the North line of said Section 11, said 1900 feet being measured along the centerline of the public road, as now traveled, which runs North and South along the East line of said Section 11.

Grantee shall be responsible for all loss of or damage to farms crops (other than timber), roadways, or fences occurring on the herein described property as a result of the construction, operation, maintenance or repair of Grantee's facilities and shall reimburse the owner thereof for such loss or damage.

Grantor reserves the right to use the herein described easement area for any agricultural purpose not inconsistent with any other stipulation in this easement grant.

Grantee will not erect fences on the herein described easement area.

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Together with the perpetual right, permission, privilege, and authority in Grantee to survey, stake, construct, reconstruct, erect, place, keep, operate, maintain, inspect, patrol, add to the number of and relocate at will, at any time, and from time to time, in, on, upon, along, over, through, across, and under the herein described easement a line or lines of towers, poles, conduits and appurtenances, crossarms, wires, cables, transformers, anchors, guy wires, foundations, footings, and

any other appurtenances, for the purpose of transmitting electric energy or other power, and telephone and telegraph messages; to trim, cut, clear or remove, at any time, and from time to time, by any means whatsoever, from said easement or the premises of the Grantor adjoining the same on either side trees, brush, and any and all obstructions of whatsoever kind or character which, in the judgment of Grantee, may endanger the safety of, or interfere with, the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspecting, patrolling, addition to and relocation of, Grantee's facilities; and the right of ingress and egress to, from, and over the herein described easement and any of the adjoining lands of the Grantor at any and all times for doing anything necessary or convenient in the exercise of the rights herein granted; also the privilege of removing at Grantee's option at any time, any or all of Grantee's improvements erected in, on, upon, over, and under the herein described easement.

The Grantor agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of Grantee, will interfere with the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspection, patrolling, addition to and relocation of, Grantee's facilities.

The Grantor warrants and covenants unto Grantee that, subject to liens and encumbrances of record at the date of this easement, it is the owner of the above described land and has full right and authority validly to grant this easement, and that Grantee may quietly enjoy the premises.

TO HAVE AND TO HOLD the easement aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto said Grantee, its successors, assigns, agents, lessees, tenants, contractors, subcontractors, and licensees, forever.

This easement conveyance shall run with the land and shall be binding upon the parties hereto, their heirs, successors, executors, administrators, and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

George R. Todd
Ruby Mae Todd
George R. Todd

STATE OF MISSOURI

County of Boone

SS

On the 9th day of JANUARY, 1964, before me personally appeared GEORGE R. TODD & RUBY MAE TODD his wife, 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.

Given under my hand and seal of office the day and year first above written.

My Commission expires June 2-1967
Mary J. Lewis
 Notary Public

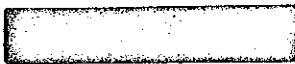
STATE OF MISSOURI

County of Boone

IN THE RECORDER'S OFFICE

I, Recorder of said county, do hereby certify that the within instrument of writing was, at 2 o'clock 51 minutes P. M., on the 10th day of JANUARY, A.D., 1964, duly filed for record in this office, and has been recorded in Book 332, Page 524.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Columbia, Missouri, on the day and year aforesaid.



Betty Saunders
 Recorder

by Nellie Roberts, Deputy

(SEAL)

STATE OF MISSOURI

OF

SS

On the _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____

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 said _____ 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 seal in my office in the _____ of _____, Missouri, the _____ day and year first above written.

My Commission expires _____

Notary Public

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 Recorded in Book No. 332
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