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**United States Department of Agriculture
Rural Development
Missouri
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May 14, 2007

SUBJECT: CBP Guide 64, Right-of-Way Easement Packet
TO: Project Attorneys, Project Engineers & Applicants
FROM: Missouri Rural Development

This packet is provided for your information and may assist you in complying with RSMo Section 523.282.1, including any and all recent amendments. Several sample easements are included to assist you in drafting a right-of-way easement form for your project. A copy of Form RD 442-22, Opinion of Counsel Relative to Rights-of-Way, which is required to be executed by the project attorney before project bidding, is also included for your review.

Each project attorney must ensure the legal sufficiency of the easement forms used on the project and be in a position to issue his/her opinion on Form RD 442-22. Both the applicant and funding agencies will rely on the project attorney's opinion.

Although the enclosed sample easement forms were drafted by two very experienced Missouri attorneys, there is no representation being made by the drafting attorneys, or the funding agencies, as to the legal sufficiency of the easement forms. The local project attorney will need to opine on the legal sufficiency of the easement form, by executing Form RD 442-22.

Neither the engineer, applicant/owner nor any other party should proceed with obtaining project easements until the easement format and language has been reviewed and approved by the local project attorney that will be executing Form RD 442-22, Opinion of Counsel Relative to Rights-of-Way.

The RD sample guides for right-of-way easements used in the past are no longer acceptable as we understand they may no longer meet the provisions of Missouri State Statutes, as amended.

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OPINION OF COUNSEL RELATIVE TO RIGHTS-OF-WAY

Date _____

Dear Sir:

I have reviewed the action taken by _____
(hereinafter called the "Corporation") in obtaining a right-of-way for the construction, operation, and maintenance of the facilities to be installed, repaired, or enlarged with the proceeds of a loan made or insured by, and/or a grant from Rural Development to the Corporation. I have examined the right-of-way instruments, permits, or licenses obtained from landowners, public bodies, and public utilities and made such searches of the public records necessary to determine the legal sufficiency of the instruments covered by the "Right-of-way Certificate," executed by the Corporation on _____, 19 _____. I also have examined the "Right-of-way Map" to determine whether continuous and adequate land and rights-of-way are owned or have been acquired by the instruments covered in the "Right-of-way Certificate."

Based on the foregoing examination, and to the best of my knowledge, information, and belief, I am of the opinion that:

- A. The legal instruments by which the Corporation has acquired said rights-of-way (a) are in appropriate and due legal form and adequately confer upon the Corporation the necessary rights-of-way for the construction, operation, and maintenance of its facilities in their present or proposed location, and such omissions or defects as may exist will in no substantial way or manner endanger the value or operation of the facilities, and (b) have each been properly recorded in the appropriate public land records of each County in which any of the land affected thereby is situated. Such consents, releases, or subordinations from lienholders recommended by me or required by Rural Development have been obtained.
- B. The legal instruments referred to above give unto the Corporation a continuous and adequate right-of-way to permit the construction, operation, and maintenance of the Corporation's facilities except as below noted.
- C. Exceptions:

Very truly yours,

Attorney for _____

Disclaimer

Chapter 523 - The attached two easement forms represent the opinion of an attorney (experienced in water and sewer utilities) as of March 21, 2007 and are subject to future revisions because of additional research, information, statutory amendments or court decisions. It does not constitute legal advice and is not to be interpreted or relied upon as such. Its purpose is solely to further discussion of the subject matter. Any person or entity affected by the subject matter should obtain legal advice from an attorney selected by such person or entity. The author assumes no responsibility for the accuracy of any statement therein or the legal effectiveness or consequences of using the attached easement forms.

Easement acquisition under the amended Chapter 523 RSMo
Sample where there is only negotiation

WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ and _____, husband and wife, of the County of _____, and State of Missouri hereinafter designated as GRANTOR (herein so styled, whether one or more) for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid and delivered by Public Water Supply District No. _____, of _____ County, Missouri (hereinafter referred to as GRANTEE), (insert district address) 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, its successors and assigns, the perpetual easement and right to enter upon the lands of GRANTOR, situated in the County of _____ in the State of Missouri, described as follows:

(Use specific description, such as: "A strip of land ___ feet in width adjoining and running along the _____ side of _____ Road across the following described tract of land: Put in description of tract owned by GRANTOR)

and to erect, construct, install, lay, operate, survey, inspect, maintain, repair, rebuild, replace, enlarge, remove and patrol on or over or under said lands one or more pipes or tiles for the transmission of water, and all appliances and appurtenances, including but not limited to meters, flush hydrants and valves, necessary in connection therewith, together with the perpetual right to go in and upon said land for said purposes; and thereafter to erect, construct, install, lay, operate, survey, inspect, maintain, repair, rebuild, replace, enlarge, remove and patrol over and under said lands one or more additional pipes or tiles for the transmission of water, and all additional appliances and appurtenances, including but not limited to meters, flush hydrants and valves, necessary in connection therewith, together with the perpetual right to go in and upon said land for said purposes; GRANTEE'S use and enjoyment of this easement and the rights and privileges granted to GRANTEE herein shall not be disturbed by GRANTOR. GRANTOR has voluntarily executed this easement as a result of negotiations with GRANTEE and GRANTEE made no threat to take said easement by eminent domain.

Easement acquisition under the amended Chapter 523 RSMo
Sample where there is only negotiation

TO HAVE AND TO HOLD said easement and rights unto GRANTEE and its successors and assigns forever.

It is understood and agreed that the consideration herein stated shall be the full consideration due to GRANTOR from GRANTEE for going upon said lands and laying of said water pipe line, and that said GRANTEE shall be liable to GRANTOR for such property damages as may occur in the future by virtue of the same being located upon said above described lands.

Title to said water pipe line shall be and remain in said GRANTEE, its successors or assigns.

Grantor acknowledges that Grantee has informed Grantor as follows:

1. Grantor has received a copy of the State CDBG Programs Project Easements brochure. The brochure describes the Grantor's rights under the Uniform Relocation Assistance and Real Property Acquisitions Act and regulations at 49 CFR, Part 24.
2. The rights described are the right to just compensation for the easement, based on an appraisal or valuation. A valuation is required if the value is estimated at \$10,000 or less. Where the damage exceeds \$10,000, the right to an appraisal and the right to accompany the appraiser is required. The Grantor has the right to waive those rights and to donate the easement for this project to the Grantee.
3. After having been fully informed of the above, to the extent the value of any rights and interests conveyed may exceed the consideration and benefit flowing to Grantor, Grantor waives the right to Just Compensation and an appraisal under the Uniform Relocation Assistance and Real Property Acquisition Policies Act and accepts such consideration as is herein expressed for said donation.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this ____ day of _____, 20____.

Easement acquisition under the amended Chapter 523 RSMo
Sample where there is only negotiation

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20__ before me, the undersigned, a Notary Public, personally appeared _____ and _____, husband and wife, to me known to be the persons described in and who executed the foregoing Easement as Grantor and acknowledged to me that they executed the same as their voluntary, free act and deed for the purposes therein stated.

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

Notary Public in and for Platte County, Missouri

My Commission Expires:

Easement acquisition under the amended Chapter 523 RSMo
Sample where eminent domain procedure is commenced and
at some point settled before a judgment is obtained

WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ and _____, husband and wife, of the
County of _____, and State of Missouri hereinafter designated as
GRANTOR (herein so styled, whether one or more) for and in consideration of the sum
of Ten Dollars (\$10.00) and other valuable consideration paid and delivered by Public
Water Supply District No. _____, of _____ County, Missouri (hereinafter
referred to as GRANTEE), (insert district address) 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, its successors and assigns, the perpetual easement and
right to enter upon the lands of GRANTOR, situated in the County of _____ in
the State of Missouri, described as follows:

*(Use specific description, such as: "A strip of land ____ feet in width adjoining
and running along the _____ side of _____ Road across the following described
tract of land: Put in description of tract owned by GRANTOR)*

and to erect, construct, install, lay, operate, survey, inspect, maintain, repair, rebuild,
replace, enlarge, remove and patrol on or over or under said lands one or more pipes or
tiles for the transmission of water, and all appliances and appurtenances, including but
not limited to meters, flush hydrants and valves, necessary in connection therewith,
together with the perpetual right to go in and upon said land for said purposes; and
thereafter to erect, construct, install, lay, operate, survey, inspect, maintain, repair,
rebuild, replace, enlarge, remove and patrol over and under said lands one or more
additional pipes or tiles for the transmission of water, and all additional appliances and
appurtenances, including but not limited to meters, flush hydrants and valves, necessary
in connection therewith, together with the perpetual right to go in and upon said land for
said purposes; GRANTEE'S use and enjoyment of this easement and the rights and
privileges granted to GRANTEE herein shall not be disturbed by GRANTOR.
GRANTOR hereby acknowledges receipt of a copy of Chapter 523 of the Revised
Statutes of Missouri, as amended by the Laws of 2006, and knowingly waives all rights

Easement acquisition under the amended Chapter 523 RSMo
Sample where eminent domain procedure is commenced and
at some point settled before a judgment is obtained

granted to GRANTOR thereunder and releases GRANTEE from the requirements of said statute.

TO HAVE AND TO HOLD said easement and rights unto GRANTEE and its successors and assigns forever.

It is understood and agreed that the consideration herein stated shall be the full consideration due to GRANTOR from GRANTEE for going upon said lands and laying of said water pipe line, and that said GRANTEE shall be liable to GRANTOR for such property damages as may occur in the future by virtue of the same being located upon said above described lands.

Title to said water pipe line shall be and remain in said GRANTEE, its successors or assigns.

Grantor acknowledges that Grantee has informed Grantor as follows:

1. Grantor has received a copy of the State CDBG Programs Project Easements brochure. The brochure describes the Grantor's rights under the Uniform Relocation Assistance and Real Property Acquisitions Act and regulations at 49 CFR, Part 24.
2. The rights described are the right to just compensation for the easement, based on an appraisal or valuation. A valuation is required if the value is estimated at \$10,000 or less. Where the damage exceeds \$10,000, the right to an appraisal and the right to accompany the appraiser is required. The Grantor has the right to waive those rights and to donate the easement for this project to the Grantee.
3. After having been fully informed of the above, to the extent the value of any rights and interests conveyed may exceed the consideration and benefit flowing to Grantor, Grantor waives the right to Just Compensation and an appraisal under the Uniform Relocation Assistance and Real Property Acquisition Policies Act and accepts such consideration as is herein expressed for said donation.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this ____ day of _____, 20____.

Easement acquisition under the amended Chapter 523 RSMo
Sample where eminent domain procedure is commenced and
at some point settled before a judgment is obtained

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20__ before me, the undersigned, a Notary Public, personally appeared _____ and _____, husband and wife, to me known to be the persons described in and who executed the foregoing Easement as Grantor and acknowledged to me that they executed the same as their voluntary, free act and deed for the purposes therein stated.

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

Notary Public in and for Platte County, Missouri

My Commission Expires:

Disclaimer

The new Statute 523 and the new public policy it implements are substantial changes in public policy regarding the validity of easements and the rights an easement document provides.

It is unique to Missouri in many ways. Old forms generally used on Water and Wastewater projects in Missouri and other states will not comply with the requirements of the new Missouri law and public policy.

The new laws utilize terms sometimes not defined or inexplicitly defined.

Judicial decisions and perhaps legislative refinements will interpret and clarify over time.

The interpretations and opinions provided in the forms are suggested and provided for your study and analysis and are based on what would appear to be correct but cannot be guaranteed to be correct or sufficiently explicit.

Each entity utilizing a new easement form must rely on its own attorney and engineer in determining the options it chooses to pursue in easement preparation and acquisition.

It is hoped these four drafts may be helpful to your study and review, but many issues are unsettled or uncertain at present and no one can guarantee that all concepts suggested in these forms will prove to be entirely correct or sufficiently explicit over time. Have your own attorney review any form you use and approve it for the purpose you have in mind.

(area reserved for recording data)

**RIGHT-OF-WAY EASEMENT
(Water)**

THIS INDENTURE is made on the ____ day of _____, 20____,
by and between _____ and _____
husband and wife, of _____ County, Missouri, hereinafter called Grantor and Public
Water Supply District No. of _____ County, Missouri, a political corporation
organized under Chapter 247, RSMo., hereafter called Grantee, whose address is
_____.

WHEREAS, Grantor owns land in _____ County, MO., with the following
property description:

*(Abstractor will enter the legal description of landowner's property here to assist
owner and involved professionals in locating the property and addressing problems).*

NOW THEREFORE, in consideration of Five Dollars and Other Good and Valuable
Consideration the receipt and adequacy of which is hereby acknowledged, Grantor does hereby
grant, bargain and sell, convey and confirm unto Grantee and unto its successors and assigns an
easement hereafter described with right of ingress and egress thereto over adjacent land of
Grantor. The easement purpose is restricted to use for public water supply transmission and
delivery lines, and appurtenances essential thereto. The burden of this easement and the initial
easement footprint is explicitly located by Grantor on the following **easement description:**

That part of the property description lying within 10 feet on both sides of the
centerline of the lines, as initially built, and within 10 feet in all directions of all
other facilities installed to permit service as described herein.

Upon completion, the initial structures explicitly fix the burden, scope of use and
footprint within the above express terms of the instrument. The location of the
burden shall be fixed to the degree occupied by the initial structures upon

Easement Description continues on following page:

completion of such structures. Modernization, reasonable upgrade and expansion

is permitted by this instrument as explicitly described below.

This instrument permits the Grantee to use the explicitly described easement description to construct, operate, inspect, maintain, repair, rebuild, replace, remove and patrol water lines and essential appurtenances, necessary in connection therewith, subject to the terms and restrictions set forth in this instrument. This easement permits the installation of facilities routinely needed to provide water service which depending on the circumstances and design may include valves, a flush valve, a meter pit, meter yoke, and meter, a lid and ring, a detection wire riser, or air relief valve. Meter vaults with bypass are sometimes installed at creek or river crossings.

Where access to the easement area from a public roadway is impractical or would visit damage upon the Grantor, the Grantee is permitted and licensed irrevocably so long as service is potentially available to the property, to obtain access to the easement area and water structures and including the shutoff valve, over adjacent lands of the grantor by utilizing grantor's gates and the access routes which appear customarily used or designated by grantor for access and egress to the relevant easement description. Except when presence on the property is brief, Grantee employees will endeavor to notify persons residing on the property of their presence and purpose.

Expansion and upgrade of the initially completed structure is permitted by this instrument but is explicitly described, limited and confined as follows:

The Grantee may install reasonably sized replacement service facilities described above, additional, stronger or larger reasonably sized lines, in the initial easement description, and may extend a main or service line to a roadway contiguous to the easement description. In the case of an incomplete crossing of grantor's property, Grantee may extend a transmission main on across grantor's property description in a direct line extending the initial main, to reach an adjacent property, in which case the burden of the easement and easement footprint as to said extension, will thereafter be described with the same parameters of the initial easement description - on either side of the extension as installed.

The purpose of any later expansion or upgrade will be solely to provide public water service.

The footprint and burden of any expansion or upgrade will remain confined and limited to the easement description explicitly described in the initial and extension terms of this instrument.

Consideration includes the privileges and benefits mutually obtained. The improvement will allow water service to be available and will enhance property value. Others have provided and are providing easements without additional consideration and this instrument is provided in consideration of similar grants made by others for mutual benefit of all. The Grantee will make a considerable investment on the easement description. To the extent the value of any rights and interests conveyed exceed the consideration and benefit flowing to Grantor, Grantor waives the

right to Just Compensation and an appraisal under the Uniform Relocation Assistance and Real Property Acquisition Policies Act. The consideration herein stated compensates Grantor for allowing the Grantee to go upon said lands and lay the initial structures, however Grantee is obligated to maintain and repair disturbance of the easement description and any ingress and egress routes so no damage will result from the use by Grantee including disturbance to any adjacent land of the Grantor or Grantor's heirs or assigns. After the initial construction, the Grantee will pay the Grantor or Grantor's heirs or assigns any damages occasioned by use of the easement description and access routes, or in the alternative, at the Grantee's option, will be permitted to repair the same to the condition prior to damage by the Grantee as is reasonably feasible as promptly as weather, ground condition and scheduling reasonably permit.

Grantor acknowledges that Grantee has informed Grantor as follows:

1. Grantor has received a copy of the State CDBG Programs Project Easements brochure. The brochure describes the Grantor's rights under the Uniform Relocation Assistance and Real Property Acquisitions Act and regulations at 49 CFR, Part 24.
2. The rights described are the right to just compensation for the easement, based on an appraisal or valuation. A valuation is required if the value is estimated at \$10,000 or less. Where the damage exceeds \$10,000, the right to an appraisal and the right to accompany the appraiser is required. The Grantor has the right to waive those rights and to donate the easement for this project to the Grantee.
3. After having been fully informed of the above, to the extent the value of any rights and interests conveyed may exceed the consideration and benefit flowing to Grantor, Grantor waives the right to Just Compensation and an appraisal under the Uniform Relocation Assistance and Real Property Acquisition Policies Act. and accepts such consideration as is herein expressed for said donation.

This instrument is intended in good faith and fair dealing to meet or exceed all statutory, common law or public policy requirements. Any uncertainty will be resolved to give force and effect to the intention of the parties, to treat both parties fairly, and both parties waive any statutory, common law, or public policy option to seek vacation of this instrument.

IN WITNESS WHEREOF Grantors have executed this instrument the day and year first above written.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MISSOURI)
)ss.
COUNTY OF _____)

On this ____ day of _____, 20__, before me appeared _____
and _____, 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 WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at
my office in _____ the day and year first above written.

(SEAL)

Notary Public, State of Missouri

CORPORATE ACKNOWLEDGMENT

STATE OF MISSOURI)
)ss.
COUNTY OF _____)

On this ____ day of _____, 20__, before me appeared _____
_____ who being by me duly sworn, did say that he/she is the
President of _____ a corporation of the State of
Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said
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 from its Board of Directors and said _____
acknowledged said instrument to be the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at
my office in _____ the day and year first above written.

(SEAL)

Notary Public, State of Missouri

(area reserved for recording data)

**RIGHT-OF-WAY EASEMENT
(Wastewater)**

THIS INDENTURE is made on the ____ day of _____, 20____,
by and between _____ and _____
husband and wife, of _____ County, Missouri, hereinafter called Grantor and

(identify municipality, sewer district)
of _____ County, Missouri, a political corporation organized under _____
(identify statute under which Grantee is organized)
hereafter called Grantee, whose address is _____.

WHEREAS, Grantor owns land in _____ County, MO., with the following
property description:

*(Abstractor will enter the legal description of Grantor's property here to assist
owner and involved professionals in locating the property and addressing problems).*

NOW THEREFORE, in consideration of Five Dollars and Other Good and Valuable
Consideration the receipt and adequacy of which is hereby acknowledged, Grantor does hereby
grant, bargain and sell, convey and confirm unto Grantee and unto its successors and assigns an
easement hereafter described with right of ingress and egress thereto over adjacent land of
Grantor. The easement purpose is restricted to use for public wastewater collection and
transmission through lines, pumping facilities and appurtenances essential thereto. The burden
of this easement and the initial easement footprint is explicitly located by Grantor on the
following **easement description:**

Easement Description continues on following page:

*(Wastewater easements often cannot follow boundary lines so a "strip
description" is very often not a practical solution where survey description of
each wastewater facility placement is not practical. Section 523.282.2 permits
the following description **if the limiting language which follows it is employed:**)*

That part of the property description lying within 10 feet on both sides of the
centerline of the lines, as initially built, and within 10 feet in all directions of all
other facilities installed to permit service as described herein.

Upon completion, the initial structures explicitly fix the burden, scope of use and footprint within the above express terms of the instrument. The location of the burden shall be fixed to the degree occupied by the initial structures upon completion of such structures. Modernization, reasonable upgrade, and expansion is permitted by this instrument as explicitly described below.

This instrument permits the Grantee to use the explicitly described easement description to construct, operate, inspect, maintain, repair, rebuild, replace, remove and patrol wastewater lines and pumping facilities and essential appurtenances, necessary in connection therewith, subject to the terms and restrictions set forth in this instrument. This easement permits the installation of facilities routinely needed to provide wastewater service which depending on the circumstances and design may include a clean out, a shutoff valve, some gravity service line, septic tank, a step tank with pump, a grinder pumping unit, a transmission line to the Grantee's main which may be a gravity line or a force line, a pump or meter pit, a lid, a check valve assembly, a control box disconnect with breaker apparatus, an alarm, lines providing electric current to the pump, and connections to the power source in the home or at the owner's meter. On occasions a step tank may be installed to collect and pump wastewater from the property of grantor and others and independent facilities for electrical service on a Grantee's meter or condo or apartment facility meter may be installed.

Where access to the easement area from a public roadway is impractical or would visit damage upon the Grantor, the Grantee is permitted and licensed irrevocably so long as service is potentially available to the property, to obtain access to the easement area and wastewater structures and including the shutoff valve, over adjacent lands of the grantor by utilizing grantor's gates and the access routes which appear customarily used or designated by grantor for access and egress to the relevant easement description. Except when presence on the property is brief, Grantees' employees will endeavor to notify persons residing on the property of their presence and purpose.

Expansion and upgrade of the initially completed structure is permitted by this instrument but is explicitly described, limited and confined as follows:

The Grantee may install reasonably sized replacement service facilities described above, additional, stronger or larger reasonably sized lines in the initial easement description, and may extend a main or service line to a roadway contiguous to the easement description. In the case of an incomplete crossing of grantor's property, Grantee may extend a transmission main on across grantor's property description in a direct line extending the initial main, to reach an adjacent property, in which case the burden of the easement and the easement footprint as to said extension will thereafter be described with the parameters of the initial easement description – on either side of the extension as installed.

The purpose of any later expansion or upgrade will be solely to provide public wastewater service to the public.

The footprint and burden of any expansion or upgrade will remain confined and limited to the easement description explicitly described in the initial and extension terms of this instrument.

Consideration includes the privileges and benefits mutually obtained. The improvement will allow wastewater service to be available and will enhance property value. Others have provided and are providing easements without additional consideration and this instrument is provided in consideration of similar grants made by others for mutual benefit of all. The Grantee will make a considerable investment on the easement description. To the extent the value of any rights and interests conveyed exceed the consideration and benefit flowing to Grantor, Grantor waives the right to Just Compensation and an appraisal under the Uniform Relocation Assistance and Real Property Acquisition Policies Act. The consideration herein stated compensates Grantor for allowing the Grantee to go upon said lands and lay the initial structures, however Grantee is obligated to maintain and repair disturbance of the easement description and any ingress and egress routes so no damage will result from the use by Grantee including disturbance to any adjacent land of the Grantor or Grantor's heirs or assigns. After the initial construction, the Grantee will pay the Grantor or Grantor's heirs or assigns any damages occasioned by use of the easement description and access routes, or in the alternative, at the Grantee's option, will be permitted to repair the same to the condition prior to damage by the Grantee as is reasonably feasible as promptly as weather, ground condition and scheduling reasonably permit.

Grantor acknowledges that Grantee has informed Grantor as follows:

1. Grantor has received a copy of the State CDBG Programs Project Easements brochure. The brochure describes the Grantor's rights under the Uniform Relocation Assistance and Real Property Acquisitions Act and regulations at 49 CFR, Part 24.
2. The rights described are the right to just compensation for the easement, based on an appraisal or valuation. A valuation is required if the value is estimated at \$10,000 or less. Where the damage exceeds \$10,000, the right to an appraisal and the right to accompany the appraiser is required. The Grantor has the right to waive those rights and to donate the easement for this project to the Grantee.
3. After having been fully informed of the above, to the extent the value of any rights and interests conveyed may exceed the consideration and benefit flowing to Grantor, Grantor waives the right to Just Compensation and an appraisal under the Uniform Relocation Assistance and Real Property Acquisition Policies Act. and accepts such consideration as is herein expressed for said donation.

This instrument is intended in good faith and fair dealing to meet or exceed all statutory, common law or public policy requirements. Any uncertainty will be resolved to give force and effect to the intention of the parties, to treat both parties fairly, and both parties waive any statutory, common law, or public policy option to seek vacation of this instrument.

IN WITNESS WHEREOF Grantors have executed this instrument the day and year first

above written.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MISSOURI)
)ss.
COUNTY OF _____)

On this ___ day of _____, 20__, before me appeared _____
and _____, 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 WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at
my office in _____ the day and year first above written.

(SEAL)

Notary Public, State of Missouri

CORPORATE ACKNOWLEDGMENT

STATE OF MISSOURI)
)ss.
COUNTY OF _____)

On this _____ day of _____, 20__, before me appeared _____
_____ who being by me duly sworn, did say that he/she is the
President of _____ a corporation of the State of
Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said
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 from its Board of Directors and said _____
acknowledged said instrument to be the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at
my office in _____ the day and year first above written.

(SEAL)

Notary Public, State of Missouri