

EASEMENT

Greene County, Missouri

_____, 2025

For and in consideration of the sum of ONE AND NO/100 Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged.

THE CITY OF WILLARD, MISSOURI, a municipal corporation (Grantor)

102 South
Willard, MO 65781

owners of a tract of land described as follows: Part of Section 23, Township 30 North, Range 23 West as described in Book 2002 at Page 1793 of the Greene County, Missouri Records,

does hereby grant unto

SPIRE MISSOURI INC. (Grantee)

700 Market Street
St. Louis, MO 63101

its successors, assigns, lessees and tenants forever, the right and easement to construct, operate and maintain a gas distribution system consisting of mains, piping, valves, service connections, appurtenances and above ground structures along with the right to construct, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate and remove a cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, in, under and across the following part of the aforesaid land, namely:

A twenty six foot (26') wide strip of land ("Easement") in the above parcel as shown on "Easement Exhibit A" and further described on "Easement Exhibit B", together with the rights to use additional space adjacent to the above-described easement as may be required during construction and the right of ingress to and egress from the above-described land and contiguous land owned by **Grantor**. In exercising its rights of access **Grantee** shall whenever practical, use existing roads or lanes.

Grantee, its successors and assigns, will have the right to use and control a line or lines of natural gas pipe for the circulation and distribution of natural gas for public or private use through the above-described property for all proper purposes connected with the installation, use, maintenance, and replacement of the line(s) of natural gas pipe, and with the attachment thereto of the service lines of its customers. Furthermore, **Grantee**, its successors and assigns, will have the right to use and control a cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the

production of cathodic protection currents therein through the above-described property for all proper purposes connected with the installation, use, maintenance, and replacement of the cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein. **Grantee** has the right and privilege of removing at any time, any or all the cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein without surrendering its easement rights stated herein.

Grantee has the right and privilege of removing at any time, any or all the line of natural gas improvements without surrendering its easement rights stated herein. If the natural gas pipe to which the service line connection(s) of the undersigned is abandoned, the service line (s) and the connection(s) may be relocated to another natural gas pipe as directed by **Grantee**.

Grantors shall have the right to use and enjoy the above-described lands, except as to the rights herein conveyed. **Grantor** agrees not to obstruct or interfere with the normal use or maintenance of such pipeline or lines and any connections to the same along with cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein. The undersigned also agrees not to erect or cause to be erected any building or structure on said easement and not place fill in excess of five (5) feet on pipeline(s) or cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, or remove overburden (cover) such that pipeline or cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, does not have at least three (3) feet of remaining cover. **Grantee** shall also have the right to clear and keep clear brush, trees, shrubbery, roots and other obstructions which, in **Grantee's** judgment, may interfere with the safe, proper and expeditious laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line(s), lines and facilities, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein or any part thereof, within or upon the above described land.

Grantor further reserves the right to make other improvements it desires on, over, in or near the Easement Area and should **Grantor's** improvements plan so require, **Grantee** will remove its gas distribution system components, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, from the referenced Easement Area; provided however, that **Grantor** agrees to provide to **Grantee** written notice no less than 120 days before commencing work in connection with any such improvements. In connection with any such improvement, **Grantor** agrees to provide detailed information regarding such improvements to **Grantee** and to cooperate with **Grantee** to identify an alternate Easement Area owned or controlled by **Grantor** and agreeable to both parties with respect to which **Grantee** would be accorded rights substantially similar to those contemplated herein. In any such instance, the cost of removing and relocating the gas distribution system components, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein shall be paid by the **Grantor** if the removal and relocation is made necessary by the actions of **Grantor**.

Grantor warrants and will defend the title to said easement during its existence with the **Grantee** for its use and benefit against all parties whatsoever.

Grantee accepts this easement with the understanding and on the condition that whenever it shall make any excavations in the above-described property the **Grantee** will properly backfill all excavations and shall restore the ground as nearly as practicable to its former condition.

PART OF THE NORTHWEST QUARTER OF SECTION 23,
TOWNSHIP 30 NORTH, RANGE 23 WEST OF THE 5TH P.M.,
CITY OF WILLARD, GREENE COUNTY, MISSOURI



- Mark R. Frankenberg, PLS #2365
State of Missouri
Registered Land Surveyor for
Buescher Frankenberg Associates, Inc
Corporate #0096



103 ELM STREET, WASHINGTON, MISSOURI 63090

DRAWN BY	DATE	Project No.
A.C.W.	06-30-25	3712

EASEMENT EXHIBIT B

PART OF THE NORTHWEST QUARTER OF SECTION 23,
TOWNSHIP 30 NORTH, RANGE 23 WEST OF THE 5TH P.M.,
CITY OF WILLARD, GREENE COUNTY, MISSOURI

SR#9670836

LEGAL DESCRIPTION

A tract of land being part of the Northwest Quarter of Section 23, Township 30 North, Range 23 West of the 5th P.M., City of Willard, Greene County, Missouri, to wit:

Beginning at the Southeast Corner of a tract of land recorded on February 19, 1988 in Book 2002, Page 1793 of the Greene County Recorder of Deeds Office, also being the west right-of-way line of "State Highway Z" and the south line of the Northwest Quarter; thence leaving the west right-of-way line along the south line N88°-02'-53"W 26.00 ft. to a point; thence leaving said south line N02°-09'-31"E 97.00 ft. to a point; thence S88°-02'-53"E 26.00 ft. to a point on said west right-of-way line; thence leaving said west right-of-way line S02°-09'-31"W 97.00 ft. to the point of beginning, containing 0.06 acres.

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