



TITLE OF DOCUMENT: UTILITY EASEMENT DEED

DATE OF DOCUMENT: NOVEMBER 17, 2022

GRANTOR: WASTE CONNECTIONS OF MISSOURI, INC., f/k/a PROGRESSIVE WASTE SOLUTIONS OF MO, INC., f/k/a IESI MO CORPORATION

GRANTORS MAILING ADDRESS: 1235 NORTH LOOP WEST, SUITE 205 HOUSTON, TEXAS 77008

GRANTORS DEED RECORDING: DOCUMENT NO. 2009-05441

GRANTEE: CITY OF JACKSON, MISSOURI 101 COURT ST. JACKSON, MISSOURI 63755

PROPERTY ADDRESS: 2004 LEE AVENUE JACKSON, MISSOURI 63755

LEGAL DESCRIPTION OF EASEMENT: SEE PAGE 1 OF DEED

UTILITY EASEMENT DEED

THIS DEED, made and entered into this 17TH day of NOVEMBER, 2022, by and between **WASTE CONNECTIONS OF MISSOURI, INC.**, a Missouri Corporation, of the County of Cape Girardeau, State of Missouri, Grantor, and **THE CITY OF JACKSON, MISSOURI**, a Municipal Corporation, of the County of Cape Girardeau, State of Missouri, Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar and Other Good and Valuable Consideration, paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents **GRANT** unto the said Grantee, **AN EASEMENT** for the following purposes:

To construct, maintain, and repair general utilities and all city services of whatsoever kind, as well as appurtenances necessary for the operation thereof, situated in the County of Cape Girardeau and State of Missouri, to-wit:

Part of the United States Private Survey No. 244, Township 31 North, Range 12 East of the Fifth Principal Meridian in the City of Jackson, Cape Girardeau County, Missouri, more particularly described as follows:

Beginning at the intersection of the southeast right of way of Lee Avenue, 40' wide and the southwest property line of the land now of formerly of Hamlet Group LLC as recorded in deed book 2017 page 11344, Cape Girardeau County records; THENCE South 40 degrees 49 minutes 15 seconds East, 18.95 feet; THENCE leaving the southwest property line, along a curve the left having a radius of 2,739.98 feet, an arc length of 501.81 feet, and a central angle of 10 degrees 29 minutes 36 seconds to the northeast property line of land now of formerly City of Jackson as recorded in deed book 356 page 976, Cape Girardeau County records; THENCE along the northeast property line, North 55 degrees 56 minutes 30 seconds West, 19.95 feet to the aforementioned southeast right of way line of Lee Avenue, 40' wide; THENCE along a curve to the right having a radius of 2759.98 feet, an arc length of 507.17 feet, and a central angle of 10 degrees 31 minutes 43 seconds to the POINT OF BEGINNING (the "Premises").

The herein described area contains 9,788 square feet, and is subject to all easements, right of way, restrictions and license affecting the same, either written or implied.

TO HAVE AND TO HOLD the said EASEMENT, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to its successors, heirs and assigns forever.

IN CONSIDERATION OF THE FOREGOING, the parties mutually agree as follows:

1. The Grantee agrees that the use hereby granted shall be limited exclusively to utility facilities and uses incidental thereto.

2. The Grantee shall conduct all operations hereunder in a prudent and reasonable manner, and consistent with all applicable laws and regulations of the United States and the state of Missouri, and Grantee agrees that it will indemnify, defend and hold harmless the Grantor from and against any and all claims, demands, losses, suits, damages, fines, penalties, liabilities, expenses, costs, and causes of action for injury or damage caused by Grantee's acts, errors, or omissions: (i) in the exercise of its rights granted hereunder, or (ii) otherwise related, directly from all claims and actions at law and in equity which may arise out of, or as a consequence of negligence of the Grantee, or its authorized agents, servants, employees or assigns, in maintaining, repairing and utilizing the easement granted hereunder.

3. The Grantor hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by the Grantee of the rights granted hereunder; provided, however, that the Grantor shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of the Grantee which shall not be unreasonably delayed, conditioned or withheld.

4. The Grantor agrees that the Grantee may assign the rights granted to it hereunder to any assignee who demonstrates sufficient competence and gives adequate assurances that any work to be performed pursuant to such assignment shall be conducted in a skillful manner, and that the owner's interest in the easement premises shall be protected to the same extent as hereunder.

5. The Grantee agrees to repair any equipment, personal property, or vegetation on the property which is disturbed or damaged as a result of said utility installation, and shall be restored at least to the conditions which existed before work was begun.

6. The Grantee shall provide Grantor with written notice prior to Grantee's entry onto the Premises.

[Remainder of page intentionally left blank. Signatures appear on following page.]

IN WITNESS WHEREOF, the said Grantor has executed these presents the day and year first above written.

WASTE CONNECTIONS OF MISSOURI, INC.

[Handwritten Signature]

AARON BRADLEY
REGIONAL VICE PRESIDENT

ATTEST:

Secretary

STATE OF COLORADO)

COUNTY OF DOUGLAS) SS.

On this 17TH day of November, 2022, before me personally appeared Aaron Bradley, to me known, who, being by me first duly sworn, did say that he is the President of Waste Connections of Missouri, Inc., a corporation of the State of Missouri; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that said Aaron Bradley 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 said county and state the day and year first above written.

[Handwritten Signature]
Stephanie Sena, Notary Public
State of ~~Missouri~~ COLORADO
County of ~~Cape Girardeau~~ Douglas
My term expires: May 04, 2024

STEPHANIE SENA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164016927
MY COMMISSION EXPIRES MAY 04, 2024

EASEMENT PLAT
9,788 SQ FT PERMANENT UTILITY
EASEMENT



SCALE: 1" = 100'
 0 50 100

POINT OF BEGINNING

N/F
 HAMLET GROUP LLC
 2017/11344

JACKSON GORDONVILLE & DELTA RR CO.
 N/F
 520/171
 $L=507.17'$, $R=2759.98'$
 $\Delta=10^{\circ}31'43''$

LEE AVENUE (40'W)

NEW PERMANENT EASEMENT

N/F
 IRSI MO CORP
 2009/05441

N/F
 CITY OF JACKSON
 356/976

$532.10(C)$
 $S40^{\circ}49'15''E(C)$
 $533.31(R)$
 $S39^{\circ}44'08''E(R)$

$N55^{\circ}56'30''W(R)$
 $455.19(R)$
 $N56^{\circ}47'55''W(C)$
 $455.16(C)$

$S49^{\circ}10'46''W(C)$
 $372.27(C)$
 $S50^{\circ}15'52''W(R)$
 $370.95(R)$

LEGEND

- NEW PERMANENT EASEMENT
- PROPERTY LINE
- - - - - RIGHT OF WAY

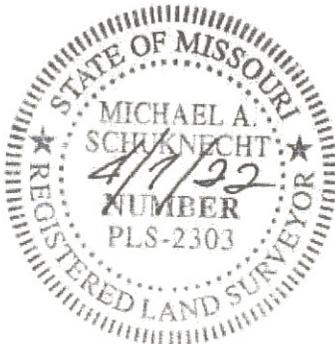


EXHIBIT "A"

PART OF THE UNITED STATES PRIVATE SURVEY NO. 244
 TOWNSHIP 31 NORTH, RANGE 12 EAST
 JACKSON, COUNTY OF CAPE GIRAREDEAU, MISSOURI