

<b>TITLE OF DOCUMENT:</b>	<b>WATER LINE EASEMENT DEED</b>
<b>DATE OF DOCUMENT:</b>	<b>JULY 19, 2024</b>
<b>GRANTOR:</b>	<b>WILSON P. PAIS</b>
<b>GRANTOR'S MAILING ADDRESS:</b>	<b>296 CLOVERDALE RANCH ROAD CAPE GIRARDEAU, MISSOURI 63701</b>
<b>GRANTOR'S DEED RECORDING:</b>	<b>DOCUMENT NO. 2023-06065</b>
<b>GRANTEE:</b>	<b>CITY OF JACKSON, MISSOURI 101 COURT STREET JACKSON, MISSOURI 63755</b>
<b>PROPERTY ADDRESS:</b>	<b>977 SOUTH DONNA DRIVE JACKSON, MISSOURI 63755</b>
<b>LEGAL DESCRIPTION OF EASEMENT:</b>	<b>SEE PAGE 2 OF DEED</b>

WPP

## WATER LINE EASEMENT DEED

**THIS DEED**, made and entered into this 19th day of July, 2024, by and between **WILSON P. PAIS**, a married man, 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 Eleven Thousand Two Hundred Dollars (\$11,200.00) and Other Good and Valuable Consideration, paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents **GRANT** unto the said Grantee, **AN EASEMENT** for the following purposes:

To construct, maintain, repair, replace, and operate a water line and necessary appurtenances thereto, over, upon, across, under, in and through the following described real estate situated in the City of Jackson, County of Cape Girardeau, and State of Missouri, to-wit:

Permanent Easement:

THAT PART OF LOT 12 OF KIMBELAND SUBDIVISION, IN THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 9, PAGE 9 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 12; THENCE NORTH 59°00'19" WEST ALONG THE NORTH RIGHT OF WAY LINE OF EAST JACKSON BOULEVARD, 153.30 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 30°55'48" EAST ALONG THE WEST LINE OF SAID LOT 12, 11.00 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 59°00'19" EAST 154.07 FEET TO A POINT ON THE EAST LINE OF SAID LOT 12, ALSO BEING THE WEST RIGHT OF WAY LINE OF DONNA DRIVE; THENCE SOUTH 34°55'26" WEST ALONG SAID LINE, 11.03 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 1,691 SQUARE FEET.

**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.

WPP

**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 water utility facilities and uses incidental thereto.

2. The Grantee agrees that it will indemnify and hold harmless the Grantor from all claims and actions at law and in equity which may arise out of, or because 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.

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 Grantor agrees that the Grantee may remove the pin oak tree growing under the electric utility high line wires adjacent to East Jackson Boulevard.

6. The Grantee agrees to restore the surface of the ground to the same condition in which it was before the start of the improvement, any future maintenance work, or the removal of the pin oak tree, as near as practicable.

7. The Grantee shall pay to the Grantor the sum of Eleven Thousand Two Hundred Dollars (\$11,200.00) in return for this Water Line Easement Deed and the removal of the pin oak tree, and said sum shall be paid within thirty (30) days from date of execution.

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

WPP

WILSON P. PAIS

On this 19<sup>th</sup> day of July, 2024, before me personally appeared Wilson P. Pais, to me known to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same as his free act and deed.

**AMY GRAHAM**  
**NOTARY PUBLIC - NOTARY SEAL**  
**STATE OF MISSOURI**  
**COUNTY OF SCOTT**  
**COMMISSION #12561615**  
 My Commission Expires: October 21, 2024

Amy Graham  
Amy Graham, Notary Public  
 State of Missouri  
 County of Cape Girardeau  
 My term expires: 10-21-2024





NORTH BASIS  
MISSOURI STATE PLANE  
COORDINATE SYSTEM 1983  
EAST ZONE  
MODOT VRS NAD83(2011)

60 0 60 120

#### REFERENCES

1. BOOK 507, PAGE 088 (SUBJECT)
2. KIMBELAND SUBDIVISION, PLAT BOOK 9, PAGE 9

JACKSON CHAMBER  
OF COMMERCE  
(DOC. NO.  
2021-12570)

WILSON P. PAIS  
(DOC. NO.  
2023-06065)

POINT OF BEGINNING PERMANENT EASEMENT  
SE CORNER LOT 12 KIMBELAND SUBDIVISION  
PLAT BOOK 9, PAGE 9 (FOUND IRON ROD)

EAST JACKSON BLVD. (R/W VARIES)

ACCURACY STANDARD: TYPE URBAN

#### LEGEND

1. IRON ROD W/CAP (FOUND)
2. IRON ROD (FOUND)
3. RIGHT-OF-WAY MARKER

PERMANENT EASEMENT  
 TEMPORARY CONSTRUCTION EASEMENT



THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE  
CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY  
SURVEYS AS MADE EFFECTIVE JUNE 1, 2022. IN WITNESS  
WHEREOF, I HAVE SET MY SEAL AND SIGNATURE THIS 14TH  
DAY OF FEBRUARY 2023.

RODNEY W. AMOS MO-PLS 2007000072  
113 WEST MAIN STREET  
JACKSON, MISSOURI 63755

## EASEMENT SURVEY FOR WILSON P. PAIS

Part of Lot 12 of Kimbeland Subdivision, City of Jackson,  
Cape Girardeau County, Missouri.

#### PARCEL LINE TABLE

Line #	Direction	Length
L40	N7°04'26"E	16.26
L41	N7°04'26"E	10.94
L42	(N)S59°00'19"E(W)	97.99
L43	S37°47'54"E	38.32
L44	S59°00'19"E	2.01
L45	(N)S30°55'48"E(W)	11.00
L46	N59°00'19"W	1.32
L47	(S)N37°47'54"W(E)	41.08
L48	(S)N59°00'19"W(E)	91.68
L49	N7°04'26"E	35.46
L50	S52°20'41"E	32.81
L51	S46°09'52"E	83.75
L52	S37°47'54"E	8.37
L53	S42°02'59"W	10.16
L54	N37°47'54"W	8.29
L55	S34°55'26"W	11.03
L133	N59°00'19"W	71.36
L134	S30°59'41"W	14.86
L135	N59°00'19"W	10.00
L136	N30°59'41"E	14.86
L137	N59°00'19"W	10.33



STRICKLAND  
ENGINEERING

113 WEST MAIN STREET  
JACKSON, MISSOURI 63755  
TEL: 573-243-4080  
FAX: 573-243-2191

CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING

EASEMENT SURVEY FOR  
WILSON P. PAIS  
977 E. DONNA DR.  
JACKSON, MO

SCALE	1"=60'
DATE	02-14-2023
DRAWN BY	RA
CHECKED BY	DR
PROJECT #	21-231