

TITLE OF DOCUMENT:	WATER LINE EASEMENT DEED
DATE OF DOCUMENT:	FEBRUARY 24, 2025
GRANTOR:	MEC MO HOLDINGS, LLC, SERIES 4, FORMERLY KNOWN AS AHMAD MO HOLDINGS, LLC
GRANTORS MAILING ADDRESS:	1200 WEST DEYOUNG MARION, ILLINOIS 62959
GRANTORS DEED RECORDING:	DOCUMENT #2021-02671
GRANTEE:	CITY OF JACKSON, MISSOURI 101 COURT STREET JACKSON, MISSOURI 63755
PROPERTY ADDRESS:	2260 EAST JACKSON BOULEVARD JACKSON, MISSOURI 63755
LEGAL DESCRIPTION OF EASEMENT:	SEE PAGES 2, 3, & 4 OF DEED

WATER LINE EASEMENT DEED

THIS DEED, made and entered into this 24th day of February, 2025, by and between **MEC MO HOLDINGS, LLC, SERIES 4, a Missouri Limited Liability Company, formerly known as AHMAD MO HOLDINGS, LLC, SERIES 4, a Missouri Limited Liability Company**, 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, 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 2 OF K LAND ESTATES NO. 2, IN THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 15, PAGE 94 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 30°59'41" EAST ALONG THE WEST LINE OF SAID LOT 2, 8.39 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 81°48'47" EAST 72.77 FEET; THENCE SOUTH 59°15'07" EAST 60.85 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE SOUTH 24°59'33" WEST ALONG SAID EAST LINE, 10.05 FEET; THENCE LEAVING SAID EAST LINE, NORTH 59°15'07" WEST 6.13 FEET; THENCE SOUTH 30°44'53" WEST 26.84 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST JACKSON BOULEVARD; THENCE NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 10.00 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 30°44'53" EAST 26.80 FEET; THENCE NORTH 59°15'07" WEST 43.73 FEET; THENCE NORTH 81°48'47" WEST 34.97 FEET; THENCE SOUTH 30°44'53" WEST 13.05 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST JACKSON BOULEVARD; THENCE NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 10.00 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 30°44'53" EAST 8.86 FEET; THENCE NORTH 81°48'47" WEST 22.84 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 5.85 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 1,712 SQUARE FEET.

Temporary Easement No. 1:

THAT PART OF LOT 2 OF K LAND ESTATES NO. 2, IN THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 15, PAGE 94 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 59°00'19" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF EAST JACKSON BOULEVARD, 5.85 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, AND LEAVING SAID NORTH RIGHT OF WAY LINE, SOUTH 81°48'47" EAST 68.64 FEET; THENCE SOUTH 59°15'07" EAST 59.86 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE SOUTH 24°59'33" WEST ALONG SAID EAST LINE, 27.01 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF JACKSON BOULEVARD; THENCE NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 125.95 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 2,480 SQUARE FEET.

[Remainder of page intentionally left blank.]

SAID TEMPORARY CONSTRUCTION EASEMENT BEING NULL AND VOID UPON COMPLETION OF CONSTRUCTION.

Temporary Easement No. 2:

THAT PART OF LOT 2 OF K LAND ESTATES NO. 2, IN THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 15, PAGE 94 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 30°59'41" EAST ALONG THE WEST LINE OF SAID LOT 2, 8.39 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE NORTH 30°59'41" EAST ALONG SAID WEST LINE, 37.92 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 59°15'07" EAST 126.87 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE SOUTH 24°59'33" WEST ALONG SAID EAST LINE, 10.05 FEET; THENCE LEAVING SAID EAST LINE, NORTH 59°15'07" WEST 60.85 FEET; THENCE NORTH 81°48'47" WEST 72.77 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 2,210 SQUARE FEET AS SHOWN ON THE SURVEY WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT A.

SAID TEMPORARY CONSTRUCTION EASEMENT BEING NULL AND VOID UPON COMPLETION OF CONSTRUCTION.

TO HAVE AND TO HOLD the said **EASEMENT**, together with all rights and appurtenances to the same belonging, unto the said Grantee, 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 water utility facilities and uses incidental thereto.

2. The Grantee covenants and agrees that the Grantee, and the Grantee's contractors, subcontractors, agents, representatives, and employees, shall at all times during construction of the Permanent Easement and notwithstanding the Temporary Easements, keep at least one-half (1/2) of vehicular access point to and from East Jackson Boulevard open and accessible for the Grantor, and the Grantor's employees, agents, guests, and invitees but that, in the event the access point to and from E. Jackson Boulevard is required to be closed more than one-half (1/2) the width in order to perform temporary construction of the Permanent Easement, the Grantee shall: (a) provide advance written notice to the Grantor of the need for such closure no less than three (3) days prior to such closure; (b) provide adequate alternative access to and from Grantor's building for Grantor's employees, guests and invitees, and otherwise ensure that Grantor's business operations, including, without limitation, customer access to the parking spaces, are not interrupted; and (c) ensure that such access point does not remain closed for more than two (2) consecutive days.

3. To the maximum extent permitted under applicable law, Grantee agrees to protect, indemnify, defend and hold harmless Grantor and its respective parents, subsidiaries and affiliates, and its respective officers, directors, shareholders, employees, representatives, agents contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the "Indemnified Parties") from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by any of the Indemnified Parties (regardless of whether contingent, direct, consequential, liquidated or unliquidated)(collectively, "Losses"), and any and all claims, demands, suits and causes of action

brought or raised against any of the Indemnified Parties (collectively, "Claims"), arising out of resulting from relating to or connected with: (i) any act or omission of Grantee or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns ("Grantee Parties") at, on or about Grantor's Property, and/or (ii) any breach or violation of this Easement on the part of Grantee, and notwithstanding anything to the contrary in this Easement, such obligation to indemnify and hold harmless the Indemnified Parties shall survive any termination of this Easement. This indemnification shall include, but not be limited to, claims made under any workman's compensation law or under any plan for employee's disability and death benefits (including without limitation claims and demands that may be asserted by employees, agents, contractors and subcontractors).

4. 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.

5. The Grantor agrees that the Grantee may assign the rights, other than relinquishing said easement, 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.

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 or any future maintenance work, as near as practicable, in a good workmanlike manner. This provision shall survive the termination of the Temporary Easement.

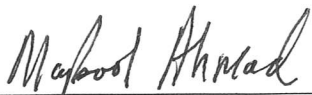
7. The Grantee shall pay to Grantor the sum of Eight Thousand Dollars (\$8,000.00) in return for this Water Line Easement Deed and said sum shall be paid within thirty (30) days from date of execution.

8. The term "Grantor" as used herein is intended to include its representatives, successor, and assigns.

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

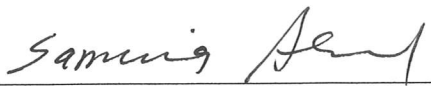
☐ **IN WITNESS WHEREOF**, the said Grantor has executed these presents this 24 day of February, 2025.

MEC MO HOLDINGS, LLC, SERIES 4



Maqbool Ahmad, Manager

(SEAL)



Samina Ahmad, Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF WILLIAMSON)

On this 24 day of February, 2025, before me personally appeared Maqbool Ahmad and Samina Ahmad, to me known to be the persons who executed the within document as Managers of MEC MO Holdings, LLC, Series 4, a Missouri limited liability company, and are authorized by the Operating Agreement of said limited liability company to execute the within document on behalf of said limited liability company, and acknowledged to me that they executed the same as their free act and deed and as the free act and deed of said limited liability company for the purposes therein stated.

IN WITNESS 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.



Mark A. Kochan, Notary Public

State of Illinois

County of Williamson

My term expires: _____



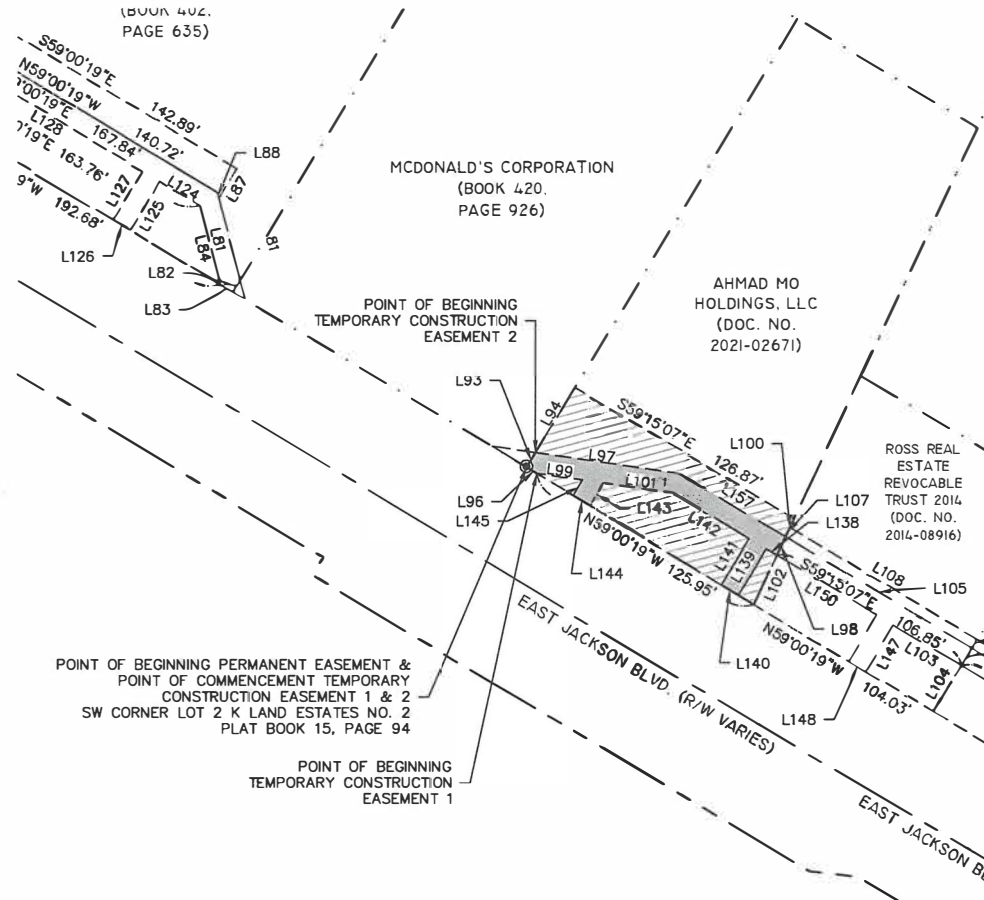


NORTH BASIS
MISSOURI STATE PLANE
COORDINATE SYSTEM 1983
EAST ZONE
MODOT VRS NAD83(2011)

60 0 60 120

REFERENCES

1. DOCUMENT NO. 2021-02671 (SUBJECT)
2. K LAND ESTATES NO. 2, PLAT BOOK 15, PAGE 94



EASEMENT SURVEY FOR AHMAD MO HOLDINGS, LLC

/ Part of Lot 2 of K Land Estates No. 2, City of Jackson, Cape Girardeau County, Missouri.

PARCEL LINE TABLE

Line #	Direction	Length
L93	(N)S30°59'41"W(E)	8.39
L94	N30°59'41"E	37.92
L96	(S)N59°00'19"W(E)	5.85
L97	(N)S81°48'47"E(W)	72.77
L98	(N)S24°59'33"W(E)	10.05
L99	(S)N81°48'47"W(E)	22.84
L100	S24°59'33"W	10.05
L101	N81°48'47"W	34.97
L102	S24°59'33"W	27.01
L138	N59°15'07"W	6.13
L139	S30°44'53"W	26.84
L140	N59°00'19"W	10.00
L141	N30°44'53"E	26.80
L142	N59°15'07"W	43.73
L143	S30°44'53"W	13.05
L144	N59°00'19"W	10.00
L145	N30°44'53"E	8.86
L146	N59°15'06"W	6.97
L157	(N)S59°15'07"E(W)	60.85

ACCURACY STANDARD: TYPE URBAN

LEGEND

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

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



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
AHMAD MO
HOLDINGS, LLC
2260 E. JACKSON BLVD.
JACKSON, MO

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