

<b>TITLE OF DOCUMENT:</b>	<b>WATER LINE EASEMENT DEED</b>
<b>DATE OF DOCUMENT:</b>	<b>MARCH 7, 2025</b>
<b>GRANTORS:</b>	<b>DAVID AND KAREN VOSHAGE</b>
<b>GRANTOR'S MAILING ADDRESS:</b>	<b>319 NORTH DONNA DRIVE JACKSON, MISSOURI 63755</b>
<b>GRANTOR'S DEED RECORDING:</b>	<b>DOCUMENT NO. 2017-01453</b>
<b>GRANTEE:</b>	<b>CITY OF JACKSON, MISSOURI 101 COURT STREET JACKSON, MISSOURI 63755</b>
<b>PROPERTY ADDRESS:</b>	<b>2640 EAST JACKSON BOULEVARD JACKSON, MISSOURI 63755</b>
<b>LEGAL DESCRIPTION OF EASEMENT:</b>	<b>SEE PAGE 2 OF DEED</b>

## WATER LINE EASEMENT DEED

**THIS DEED**, made and entered into this 7<sup>th</sup> day of March, 2025, by and between **DAVID VOSHAGE AND KAREN VOSHAGE**, husband and wife, of the County of Cape Girardeau, State of Missouri, Grantors, and **THE CITY OF JACKSON, MISSOURI**, a Municipal Corporation, of the County of Cape Girardeau, State of Missouri, Grantee.

**WITNESSETH**, that the said Grantors, 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 1 OF TURNER SUBDIVISION AS RECORDED IN DOCUMENT NO. 2016-14480 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1 OF SAID TURNER SUBDIVISION; THENCE NORTH 22°26'29" EAST ALONG THE WEST LINE OF SAID LOT 1, 10.06 FEET TO THE NORTH LINE OF AN EXISTING UTILITY EASEMENT DEDICATED ON SAID TURNER SUBDIVISION, FOR THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE NORTH 22°26'29" EAST ALONG SAID WEST LINE, 17.22 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 59°20'20" EAST 31.74 FEET TO THE WEST LINE OF AN EXISTING UTILITY EASEMENT DEDICATED ON SAID TURNER SUBDIVISION; THENCE SOUTH 08°05'42" WEST ALONG SAID WEST LINE, 18.69 FEET TO SAID NORTH LINE OF SAID EXISTING UTILITY EASEMENT; THENCE LEAVING SAID WEST LINE, NORTH 59°00'30" WEST ALONG SAID NORTH LINE, 36.45 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 584 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.

**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 Grantors 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 Grantors hereby reserve 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 Grantors 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 Grantors agree 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 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.

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

7<sup>th</sup> IN WITNESS WHEREOF, the said Grantors have executed these presents this  
day of March, 2025.

David Voshage  
DAVID VOSHAGE

Karen Voshage  
KAREN VOSHAGE

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF CAPE GIRARDEAU )

On this 7<sup>th</sup> day of March, 2025, before me personally appeared David Voshage and Karen Voshage, to me known to be the persons whose names are subscribed to the within 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 said county and state the day and year first above written.

Rodney W. Bollinger

Rodney W. Bollinger, Notary Public  
State of Missouri  
County of Cape Girardeau  
My term expires: May 13, 2028

RODNEY W. BOLLINGER  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
MY COMMISSION EXPIRES MAY 13, 2028  
CAPE GIRARDEAU COUNTY  
COMMISSION #12473742



# EASEMENT SURVEY FOR DAVID & KAREN VOSHAGE

Part of Lot 1 of Turner Subdivision,  
in the City of Jackson, Missouri.

ALDI INC.  
(DOC. NO.  
2022-04793)

LOT 1  
DAVID VOSHAGE &  
KAREN VOSHAGE  
(DOC. NO.  
2017-01453)

LOT 2  
M & S COMMERCIAL  
PROPERTIES, LLC  
(DOC. NO.  
2017-03191)

LOT 3  
DAVID VOSHAGE &  
KAREN VOSHAGE  
(DOC. NO.  
2017-01453)

STEVEN L. HORST  
TRUST ETAL.  
(DOC. NO.  
2007-17068)

POINT OF COMMENCEMENT  
SW CORNER LOT 1 TURNER  
SUBDIVISION DOC. NO.  
2016-14480

EXISTING 10'  
UTILITY  
EASEMENT

POINT OF  
BEGINNING

HIGHWAY "67"  
(JACKSON BLVD.)

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 5TH  
DAY OF MARCH 2025.

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

PARCEL LINE TABLE

Line #	Direction	Length
L1	N8°12'06"E	10.81
L2	N8°19'31"E	17.36
L3	(N)S8°12'06"W(E)	18.02
L4	(N)S22°26'29"W(E)	17.22
L5	N59°00'30"W	67.90
L6	N22°26'29"E	10.06
L7	S59°20'20"E	31.74
L8	S8°05'42"W	18.69
L9	N59°00'30"W	36.45



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

60 0 60 120

## REFERENCES

1. DOCUMENT NO. 2017-01453 (SUBJECT)
2. TURNER SUBDIVISION DOCUMENT NO.  
2016-14480

ACCURACY STANDARD: TYPE URBAN

## LEGEND

1. ● IRON ROD W/CAP (FOUND)
2. ○ IRON ROD (FOUND)
3. △ RIGHT-OF-WAY MARKER
4. ⊕ CHISELED CROSS



PERMANENT EASEMENT



**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  
DAVID & KAREN VOSHAGE  
2640 E. JACKSON BLVD.  
JACKSON, MO

SCALE	1"=60'
DATE	03-05-2025
DRAWN BY	RA
CHECKED BY	DR
PROJECT #	21-231

<b>TITLE OF DOCUMENT:</b>	<b>WATER LINE EASEMENT DEED</b>
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<b>PROPERTY ADDRESS:</b>	<b>2616 EAST JACKSON BOULEVARD JACKSON, MISSOURI 63755</b>
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Permanent Easement:

THAT PART OF LOT 3 OF TURNER SUBDIVISION AS RECORDED IN DOCUMENT NO. 2016-14480 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 3 OF SAID TURNER SUBDIVISION; THENCE NORTH 08°12'06" EAST ALONG THE WEST LINE OF SAID LOT 3, 10.81 FEET TO THE NORTH LINE OF AN EXISTING UTILITY EASEMENT DEDICATED ON SAID TURNER SUBDIVISION, FOR THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE NORTH 08°12'06" EAST ALONG SAID WEST LINE, 18.02 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 59°20'20" EAST 72.32 FEET TO THE EAST LINE OF SAID LOT 3; THENCE SOUTH 22°26'29" WEST ALONG SAID EAST LINE, 17.22 FEET TO THE NORTH LINE OF SAID EXISTING UTILITY EASEMENT; THENCE LEAVING SAID EAST LINE, NORTH 59°00'30" WEST ALONG SAID NORTH LINE, 67.90 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 1,181 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.

**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 Grantors 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 Grantors hereby reserve 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 Grantors shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of the Grantee.
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7<sup>th</sup> **IN WITNESS WHEREOF**, the said Grantors have executed these presents this  
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DAVID VOSHAGE

Karen Voshage  
KAREN VOSHAGE

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF CAPE GIRARDEAU )

On this 7<sup>th</sup> day of March, 2025, before me personally appeared David Voshage and Karen Voshage, to me known to be the persons whose names are subscribed to the within 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 said county and state the day and year first above written.

Rodney W. Bollinger  
Rodney W. Bollinger Notary Public  
State of Missouri  
County of Cape Girardeau  
My term expires: May 13, 2028

RODNEY W BOLLINGER NOTARY PUBLIC - NOTARY SEAL STATE OF MISSOURI MY COMMISSION EXPIRES MAY 13, 2028 CAPE GIRARDEAU COUNTY COMMISSION #12473742
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STEVEN L. HORST  
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POINT OF COMMENCEMENT  
SW CORNER LOT 3 TURNER  
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