

TITLE OF DOCUMENT:	UTILITY EASEMENT DEED
DATE OF DOCUMENT:	JANUARY 11, 2022
GRANTOR:	SEMO REAL ESTATE COMPANY, LLC
GRANTORS MAILING ADDRESS:	P.O. BOX 2045 CAPE GIRARDEAU, MISSOURI 63702- 2045
GRANTORS DEED RECORDING:	DOCUMENT NO. 2018-05250
GRANTEE:	CITY OF JACKSON, MISSOURI 101 COURT STREET JACKSON, MISSOURI 63755
PROPERTY ADDRESS:	3646 COUNTY ROAD 316 CAPE GIRARDEAU, MISSOURI 63701
LEGAL DESCRIPTION OF EASEMENT:	SEE PAGES 1, 2, & 3 OF DEED

DEED OF DEDICATION
UTILITY EASEMENT

THIS DEED, made and entered into this 11th day of January, 2022, by and between **SEMO REAL ESTATE COMPANY, LLC**, a 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, does by these presents **GRANT** unto the said Grantee, **AN EASEMENT** for the following purposes:

To construct, maintain, repair, replace, and operate general utilities and all city services of whatsoever kind, as well as appurtenances necessary for the operation thereof, over, upon, across, under, in, and through the following described real estate situated in the County of Cape Girardeau and State of Missouri, to-wit:

Permanent Easement:

PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 31 NORTH, RANGE 13 EAST IN THE COUNTY OF CAPE GIRARDEAU, MISSOURI, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCE AT A FOUND STONE AT THE CENTER OF SAID SECTION 21; THENCE NORTH 88°30'22" EAST, WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21, 111.23 FEET, TO THE SOUTHERLY COMMON CORNER BETWEEN A TRACT CONVEYED IN DOCUMENT NUMBER 2016-09100 AND A TRACT CONVEYED IN DOCUMENT NUMBER 2008-06026, THE POINT OF BEGINNING; THENCE NORTH 40°59'45" WEST, WITH THE COMMON LINE BETWEEN SAID TRACTS, 477.25 FEET TO A POINT ON THE SOUTH LINE OF COUNTY ROAD 316, SAID SOUTH LINE BEING DETERMINED AS 15 FEET NORMAL TO AND OFFSET SOUTHERLY FROM THE MIDDLE OF THE EXISTING PAVEMENT; THENCE WITH SAID SOUTH LINE OF COUNTY ROAD 316, NORTH 46°15'44" EAST, 108.96 FEET; THENCE NORTH 46°25'46" EAST, 194.81 FEET; THENCE NORTH 46°01'50" EAST, 265.52 FEET; THENCE NORTH 45°12'19" EAST, 210.35 FEET TO A POINT ON THE WEST LINE OF A TRACT CONVEYED IN DOCUMENT NUMBER 2017-05354; THENCE LEAVING SAID SOUTH LINE OF COUNTY ROAD 316, AND WITH THE WESTERLY LINE OF SAID TRACT, SOUTH 07°29'38" EAST, 37.17 FEET; THENCE LEAVING SAID WEST LINE OF SAID TRACT, SOUTH 46°10'04" WEST, 731.85 FEET; THENCE SOUTH

02°34'40" WEST, 14.49 FEET; THENCE SOUTH 41°00'44" EAST, 436.22 FEET; THENCE NORTH 88°30'22" EAST, 274.21 FEET TO A POINT ON THE WEST LINE OF AN EASEMENT CONVEYED IN DEED BOOK 1027 AT PAGE 981; THENCE WITH THE WEST LINE OF SAID EASEMENT, SOUTH 20°53'59" EAST, 15.90 FEET; THENCE SOUTH 88°30'22" WEST, WITH SAID SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21, 289.80 FEET TO THE POINT OF BEGINNING, AND CONTAINING 32,667 SQ. FT. (0.75 ACRES), MORE OR LESS, AS SHOWN IN THE ACCOMPANYING EXHIBIT.

Temporary Easement:

PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 31 NORTH, RANGE 13 EAST IN THE COUNTY OF CAPE GIRARDEAU, MISSOURI, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCE AT A FOUND STONE AT THE CENTER OF SAID SECTION 21; THENCE NORTH 88°30'22" EAST, WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21, 111.23 FEET, TO THE SOUTHERLY COMMON CORNER BETWEEN A TRACT CONVEYED IN DOCUMENT NUMBER 2016-09100 AND A TRACT CONVEYED IN DOCUMENT NUMBER 2008-06026, THE POINT OF BEGINNING; THENCE NORTH 40°59'45" WEST, WITH THE COMMON LINE BETWEEN SAID TRACTS, 477.25 FEET TO A POINT ON THE SOUTH LINE OF COUNTY ROAD 316; THENCE WITH SAID SOUTH LINE OF COUNTY ROAD 316, NORTH 46°15'44" EAST, 108.96 FEET; THENCE NORTH 46°25'46" EAST, 194.81 FEET; THENCE NORTH 46°01'50" EAST, 265.52 FEET; THENCE NORTH 45°12'19" EAST, 210.35 FEET TO A POINT ON THE WEST LINE OF A TRACT CONVEYED IN DOCUMENT NUMBER 2017-05354; THENCE LEAVING SAID SOUTH LINE OF COUNTY ROAD 316, AND WITH THE WESTERLY LINE OF SAID TRACT, SOUTH 07°29'38" EAST, 79.15 FEET; THENCE SOUTH 82°30'22" WEST, 21.39 FEET; THENCE SOUTH 04°53'45" WEST, 27.32 FEET; THENCE NORTH 85°06'15" WEST, 38.80 FEET; THENCE SOUTH 46°10'04" WEST, 639.09 FEET; THENCE SOUTH 41°00'44" EAST, 436.36; THENCE NORTH 88°30'22" EAST, 262.14 FEET, TO A POINT ON THE WEST LINE OF AN EASEMENT CONVEYED IN DEED BOOK 1027 AT PAGE 981; THENCE WITH THE WEST LINE OF SAID EASEMENT, SOUTH 06°28'45" EAST, 10.04 FEET; THENCE CONTINUE ALONG THE WEST LINE OF SAID EASEMENT, SOUTH 20°53'59" EAST, 15.90 FEET; THENCE SOUTH 88°30'22" WEST, WITH SAID SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 21, 289.80 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THAT PORTION WITHIN THE ABOVE DESCRIBED PERMANENT EASEMENT,

AND CONTAINING 17,857 SQ. FT. (0.41 ACRES), MORE OR LESS, AS SHOWN IN THE ACCOMPANYING EXHIBIT.

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 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 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.

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 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.


6. The Grantee agrees to pay the Grantor the sum of \$47,335.00 for the construction of perimeter fencing and two gates. The new fence shall be constructed along the inside edge of the easement so that city crews have ready access to the city utility easement as needed.

7. The Grantor agrees that no concrete loads shall be placed on the ground in the easement above the public utilities because such dumping of concrete makes it impossible for the city to maintain its easement and ultimately causes damage to lines therein.

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

IN WITNESS WHEREOF, the said Grantor has executed these presents this 11th
day of January, 2022.


SEMO REAL ESTATE COMPANY, LLC

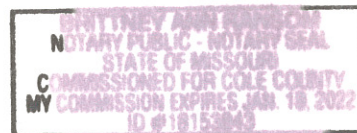
By: 
CEO, Member OFFICE

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

On this 11th day of January, 2022, before me personally appeared Mitch Parrish, to me known to be the person who executed the within document as a member of SEMO Real Estate Company, LLC, a Missouri limited liability company, and is 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 he executed the same as his free act and deed and as the free act and deed of said limited liability company for the purposes therein stated.

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.

, Notary Public
State of Missouri
County of Cape Girardeau
My term expires: Jan. 18, 2022



EASEMENT EXHIBIT FOR THE CITY OF JACKSON

PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND OF THE
SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP
31 NORTH, RANGE 13 EAST IN THE COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI

LEGEND

- = FOUND IRON ROD
- ⊙ = SET IRON ROD
- = FOUND MONUMENT
- = FOUND STONE
- = BOUNDARY LINE
- - - = RIGHT OF WAY LINE
- · - · - = ADJACENT PROPERTY LINE
- - - = SECTION LINE
- - - = CENTERLINE
- PE = PERMANENT EASEMENT
- TE = TEMPORARY EASEMENT
- · - · - = EXISTING UTILITY EASEMENT
- · - · - = EXISTING FENCE LINE
- · - · - = NEW FENCE LINE
- ▨ = NEW PERMANENT EASEMENT
- ▩ = NEW TEMPORARY EASEMENT

EASEMENT SUMMARY		
	SQ. FT.	ACRES
PERMANENT EASEMENT	32,667	0.75
TEMPORARY EASEMENT	17,857	0.41

NOW OR FORMERLY
NITSCH FARMS LP
DOC. #2020-07055

COUNTY ROAD #316

NEW 40' ROLLING GATE
IN NEW FENCE AT
EXISTING ENTRANCE
LOCATION

100' WIDE ELECTRIC EASEMENT
BOOK 480 PAGE 126

TRACT 1
8.16 ACRES±

NOW OR FORMERLY
SRM REAL ESTATE
HOLDINGS, INC.
DOC. #2008-06026

NOW OR FORMERLY
JOHNNIE V. HAUPT
REVOCABLE TRUST
DOC. #2016-09100

NOW OR FORMERLY
DAVID & BARBARA
FORD, ETAL
DOC. #2010-04637

NORTHWEST
QUARTER
SECTION 21

NORTHEAST
QUARTER
SECTION 21

NOW OR FORMERLY
DONALD L. HEUER TRUST ET AL
BOOK 1076, PG 256

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S07° 29' 38"E	37.17'
L2	S02° 34' 40"W	14.49'
L3	S20° 53' 59"E	15.90'
L4	S07° 29' 38"E	41.98'
L5	S82° 30' 22"W	21.39'
L6	S06° 28' 45"E	10.04'

SOUTHWEST
QUARTER
SECTION 21

POINT OF COMMENCEMENT
CENTER OF SECTION 21
FOUND STONE

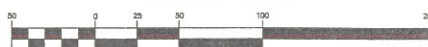
SOUTHEAST
QUARTER
SECTION 21

POINT OF BEGINNING
PERMANENT EASEMENT
TEMPORARY EASEMENT



NORTH ORIENTATION IN ACCORDANCE
WITH THE MISSOURI STATE PLANE
COORDINATE SYSTEM EAST ZONE

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

KOEHLER

Professional Engineers & Land Surveyors

194 Coker Lane
Cape Girardeau, Missouri 63701
Ph: (573) 335 - 3026 Fax: (573) 335 - 3049

DRAWN BY	REV	DATE	DESCRIPTION	INITIALS
JOSH JANSEN	1	8/17	ADDRESS CITY COMMENTS	JJ
CHECKED BY	2	8/25	REMOVE NEW ROW	JJ
SURVEY DATE				
DRAWING DATE		8-11-2021		
DRAWING NO		36822		