

TITLE OF DOCUMENT:	WATER LINE EASEMENT DEED
DATE OF DOCUMENT:	AUGUST 21, 2023
GRANTOR:	REGIONS BANK, AS SUCCESSOR TO CAPE COUNTY BANK
GRANTORS MAILING ADDRESS:	2210 EAST JACKSON BOULEVARD JACKSON, MISSOURI 63755
GRANTORS DEED RECORDING:	BOOK 402, PAGE 635
GRANTEE:	CITY OF JACKSON, MISSOURI 101 COURT STREET JACKSON, MISSOURI 63755
PROPERTY ADDRESS:	2210 EAST JACKSON BOULEVARD JACKSON, MISSOURI 63755
LEGAL DESCRIPTION OF EASEMENT:	SEE PAGES 2, 3 & 4 OF DEED

WATER LINE EASEMENT DEED

THIS DEED (this "Deed"), made and entered into this 21 day of August, 2023, by and between **REGIONS BANK**, an Alabama state banking corporation (successor to Cape County Bank), 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 Two Thousand and 00/100 Dollars (\$2,000) due and payable by Grantee to Grantor upon the mutual execution of this instrument, and for 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 (collectively, the "Easements"):

Permanent Easement (the "Permanent Easement"):

THAT PART OF LOT 1 OF K LAND ESTATES NO. 1, IN THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 14, PAGE 48 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 30°59'41" EAST ALONG THE WEST LINE OF SAID LOT 1, ALSO BEING THE EAST RIGHT OF WAY LINE OF K LAND DRIVE, 28.30 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE NORTH 30°59'41" EAST 10.00 FEET; THENCE SOUTH 59°00'19" EAST 167.84 FEET; THENCE SOUTH 14°37'43" EAST 44.99 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE SOUTH 30°59'41" WEST ALONG SAID EAST LINE, 6.83 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF JACKSON BOULEVARD; THENCE LEAVING SAID EAST LINE, NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 7.32 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 14°37'43" WEST 40.46 FEET; THENCE NORTH 59°00'19" WEST 23.04 FEET; THENCE SOUTH 30°59'41" WEST 28.30 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; 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°59'41" EAST 28.30 FEET; THENCE

NORTH 59°00'19" WEST 105.74 FEET; THENCE SOUTH 30°59'41" WEST 28.30 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; 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°59'41" EAST 28.30 FEET; THENCE NORTH 59°00'19" WEST 14.98 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 2,676 SQUARE FEET.

Temporary Easement No. 1 (the "Temporary Easement No. 1"):

THAT PART OF LOT 1 OF K LAND ESTATES NO. 1, IN THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 14, PAGE 48 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 30°59'41" EAST ALONG THE WEST LINE OF SAID LOT 1, ALSO BEING THE EAST RIGHT OF WAY LINE OF K LAND DRIVE, 28.30 FEET; THENCE LEAVING SAID LINE, SOUTH 59°00'19" EAST 163.76 FEET; THENCE SOUTH 14°37'43" EAST 40.46 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, 192.68 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 5,044 SQUARE FEET.

SAID TEMPORARY EASEMENT NO. 1 SHALL BE TERMINATED, NULL AND VOID AND OF NO FURTHER FORCE AND EFFECT UPON COMPLETION OF CONSTRUCTION WITHOUT THE NEED FOR ANY FURTHER ACTION BY GRANTOR OR GRANTEE.

Temporary Easement No. 2 (the "Temporary Easement No. 2," and together the Temporary Easement No. 1, collectively, the "Temporary Easements"):

THAT PART OF LOT 1 OF K LAND ESTATES NO. 1, IN THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 14, PAGE 48 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 30°59'41" EAST ALONG THE WEST LINE OF SAID LOT 1, ALSO BEING THE EAST RIGHT OF WAY LINE OF K LAND DRIVE, 38.30 FEET;

THENCE LEAVING SIAD LINE, SOUTH 59°00'19" EAST 27.12 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, NORTH 30°59'41" EAST 15.00 FEET; THENCE SOUTH 59°00'19" EAST 142.89 FEET; THENCE SOUTH 31°33'11" WEST 16.97 FEET; THENCE NORTH 14°37'43" WEST 2.82 FEET; THENCE NORTH 59°00'19" WEST 140.72 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 2,144 SQUARE FEET.

SAID TEMPORARY EASEMENT NO. 2 SHALL BE TERMINATED, NULL AND VOID AND OF NO FURTHER FORCE AND EFFECT UPON COMPLETION OF CONSTRUCTION WITHOUT THE NEED FOR ANY FURTHER ACTION BY GRANTOR OR GRANTEE.

TO HAVE AND TO HOLD the said **PERMANENT 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 Grantor from all costs, fees, penalties, damages, losses, expenses, liabilities, claims and/or actions at law or in equity which may arise out of, or because of (a) negligence of the Grantee, or its contractors, subcontractors, agents, servants, employees or assigns, in maintaining, repairing, and utilizing the Easements granted hereunder, or (b) any failure by Grantee to perform and observe the covenants, promises, agreements, obligations, terms and conditions applicable to Grantee set forth herein.
3. The Grantor hereby reserves the right to use the premises of the Easements 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 premises of the Easements at any time without the express prior written consent of the Grantee, subject to the terms and conditions hereof.
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 Permanent Easement shall be protected to the same extent as hereunder, provided that such assignee shall be subject to all the covenants, agreements, terms and condition applicable to Grantee herein.

5. The Grantee agrees to restore the surface of the ground on which the Easements are situated to the same condition in which it was before the start of construction of the Permanent Easement or any future maintenance work of the Permanent Easement, as near as practicable. Grantee shall at Grantee's sole cost and expense perform any maintenance, repair, and upkeep work associated with the Permanent Easement to ensure that the Permanent Easement remains at all times in good condition and repair.

6. With respect to the Temporary Easements, 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 (1) of the two (2) vehicular access points to and from E. Jackson Boulevard open and accessible for the Grantor, and the Grantor's employees, agents, guests, and invitees. Moreover, the Grantee covenants and agrees that, in the event either access point to and from E. Jackson Boulevard is required to be closed 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 drive-thru ATM lanes, are not interrupted; and (c) ensure that such access point does not remain closed for more than two (2) consecutive days.

7. Notwithstanding the foregoing or any provision herein to the contrary, during construction of the Permanent Easement, the Grantee, and the Grantee's contractors, subcontractors, agents, representatives and employees, shall keep the access point to K Land Drive open at all times without any interruption whatsoever.

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

IN WITNESS WHEREOF, the said Grantor has executed these presents this 21
day of August, 2023.

GRANTOR:

REGIONS BANK, an Alabama state banking corporation

By: [Signature]
Name: Jon Tucker
Its: Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

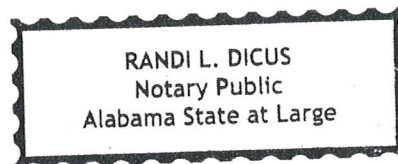
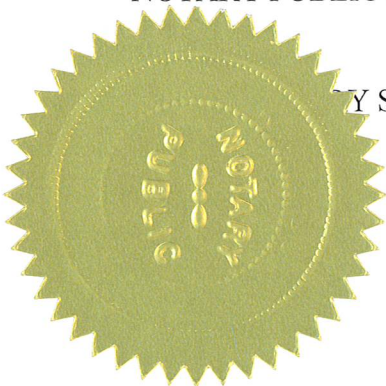
On this the 21 day of August, 2023, before me, the undersigned officer, personally appeared Jon Tucker, as vice president of Regions Bank, an Alabama state banking corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by and on behalf of such corporation.

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.

My Commission Expires: 6/26/2024
NOTARY PUBLIC (Signature)

[Signature]

RANDI L DICUS
(Printed Name)



EASEMENT SURVEY FOR CAPE COUNTY BANK

Part of Lot 1 of K Land Estates No. 1, City of Jackson,
Cape Girardeau County, Missouri.

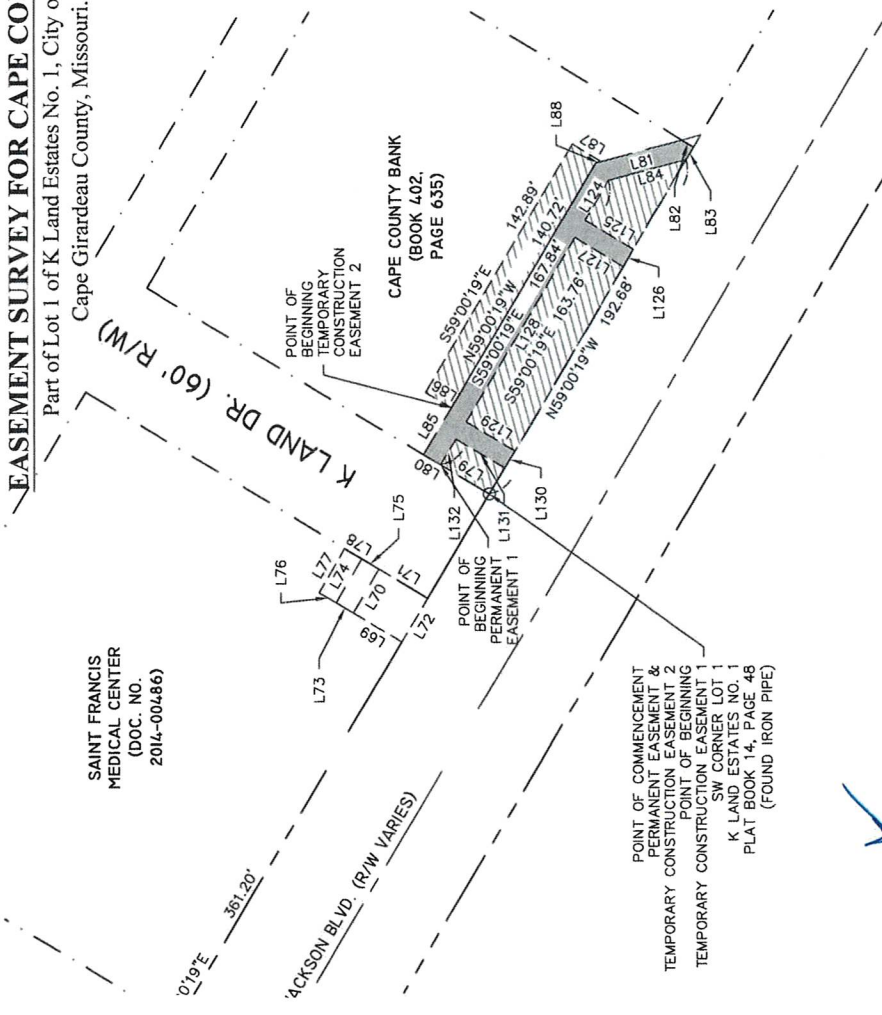
SAINT FRANCIS
MEDICAL CENTER
(DOC. NO.
2014-00486)



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



- REFERENCES
1. BOOK 402, PAGE 635 (SUBJECT)
 2. K LAND ESTATES NO. 1, PLAT BOOK 14, PAGE 48



PARCEL LINE TABLE		
Line #	Direction	Length
L79	N30°59'41\"E	28.30
L80	N30°59'41\"E	10.00
L81	S14°37'43\"E	44.99
L82	(N)S30°59'41\"W(E)	6.83
L83	N59°00'19\"W	7.32
L84	(S)N14°37'43\"W(E)	40.46
L85	S59°00'19\"E	27.12
L86	N30°59'41\"E	15.00
L87	S31°33'11\"W	16.97
L88	N14°37'43\"W	2.82
L89	S14°37'43\"E	9.77
L90	N59°00'19\"W	6.98
L91	N59°00'19\"W	6.79
L92	N59°00'19\"W	14.21
L93	N76°15'40\"E	29.56
L94	(S)N30°59'41\"E(W)	14.08
L95	(N)S76°15'40\"W(E)	9.56
L96	(S)N30°59'41\"E(W)	6.73
L124	N59°00'19\"W	23.04
L125	S30°59'41\"W	28.30
L126	N59°00'19\"W	10.00
L127	N30°59'41\"E	28.30
L128	N59°00'19\"W	105.74
L129	S30°59'41\"W	28.30
L130	N59°00'19\"W	10.00
L131	N30°59'41\"E	28.30
L132	N59°00'19\"W	14.98

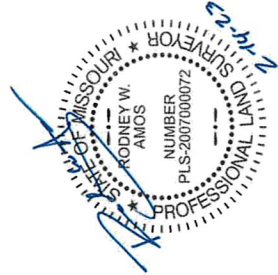
ACCURACY STANDARD: TYPE URBAN

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

STRIKLAND ENGINEERING

CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING

113 WEST MAIN STREET
JACKSON, MISSOURI 63755
TEL: 573-243-2190
FAX: 573-243-2191

SCALE 1\"=60'

DATE 02-14-2023

DRAWN BY RA

CHECKED BY DR

PROJECT # 21-231

EASEMENT SURVEY FOR
CAPE COUNTY BANK
2210 E. JACKSON BLVD.
JACKSON, MO