

TITLE OF DOCUMENT: WATER LINE EASEMENT DEED

DATE OF DOCUMENT:

GRANTOR: THE HAMLET GROUP, LLC

GRANTORS MAILING ADDRESS: 112 S. BROADVIEW
CAPE GIRARDEAU, MISSOURI 63701

GRANTORS DEED RECORDING: DOCUMENT NO. 2017-11344

GRANTEE: CITY OF JACKSON, MISSOURI
101 COURT ST.
JACKSON, MISSOURI 63755

PROPERTY ADDRESS: 1900 LEE AVENUE
JACKSON, MISSOURI 63755

LEGAL DESCRIPTION OF EASEMENT: SEE PAGE 1 OF DEED

WATER LINE EASEMENT DEED

April THIS DEED, made and entered into this 26th day of _____, 2023, by and between **THE HAMLET GROUP, LLC**, 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 \$70,000.00 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 a water line and necessary appurtenances thereto, over, upon, across, under, in and through the following described real estate in the City of Jackson, County of Cape Girardeau, and State of Missouri, to-wit:

Part of the United States Private Survey No. 244 & 179, Township 31 North, Range 12 East of the Fifth Principal Meridian in the City of Jackson, Cape Girardeau County, Missouri, more particularly described as follows:

Beginning at the intersection of the southeast right of way of Lee Avenue, 40' wide and the northeast property line of the land now of formerly of IRSI Mo Corp as recorded in deed book 2009 page 5441, Cape Girardeau County records; THENCE along a curve to the right having a radius of 2,759.98 feet, an arc length of 250.37, and a central angle of 5 degrees 11 minutes 51 seconds; THENCE North 48 degrees 42 minutes 51 seconds East, 176.00 feet; THENCE leaving the right of way of Lee Avenue, South 41 degrees 13 minutes 30 seconds East, 19.25 feet; THENCE South 48 degrees 46 minutes 30 seconds West 175.46 feet; THENCE along a curve to the left having a radius of 2739.98 feet, an arc length of 251.05 feet, and a central angle of 5 degrees 14 minutes 59 seconds to the aforementioned northeast property line; THENCE North 40 degrees 49 minutes 15 seconds West 18.95 feet to the POINT OF BEGINNING.

The herein described area contains 8,119 square feet, and is subject to all easements, right of way, restrictions and license affecting the same, either written or implied.

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 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 belonging to the Grantor which is disturbed or damaged as a result of said water utility installation or any future maintenance work and shall be restored at least to the conditions which existed before work was begun.
6. The Grantor agrees to provide to Grantee a free water tap at no charge to Grantee.
7. The Grantee acknowledges that the continued access of delivery trucks to Grantor's property is of paramount importance. Grantee agrees that it shall maintain ingress and egress for delivery trucks to Grantor's property at all times during installation, repairs or maintenance to the water utility.
8. The Grantee shall pay to Grantor the sum of Seventy Thousand dollars (\$70,000.00) in return for this Water Line Easement Deed 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.]

IN WITNESS WHEREOF, the said Grantor has executed these presents the day and year first above written.

THE HAMLET GROUP, LLC

[Signature]
_____, Managing Member

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

On this 26 day of April, 2023, before me personally appeared Jason Coaker, to me known to be the person who executed the within document as the Managing Member of The Hamlet Group, 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.

Karen R Neal

Notary Public
State of Missouri
County of Cape Girardeau

My term expires: 5/13/24

