

TITLE OF DOCUMENT:	WATER LINE EASEMENT DEED
DATE OF DOCUMENT:	JUNE 11, 2024
GRANTOR:	MCDONALD'S CORPORATION
GRANTORS MAILING ADDRESS:	110 N. CARPENTER ST. CHICAGO, ILLINOIS 60607-2101
GRANTORS DEED RECORDING:	BOOK 420, PAGE 926
GRANTEE:	CITY OF JACKSON, MISSOURI 101 COURT STREET JACKSON, MISSOURI 63755
PROPERTY ADDRESS:	2220 EAST JACKSON BOULEVARD JACKSON, MISSOURI 63755
LEGAL DESCRIPTION OF EASEMENT:	SEE PAGES 2 & 3 OF DEED

WATER LINE EASEMENT DEED

THIS DEED, made and entered into this _____ day of _____, 2024, by and between **MCDONALD'S CORPORATION, a Delaware Corporation d/b/a Delaware McDonald's Corporation**, of the County of Cook, State of Illinois, "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, **A NON-EXCLUSIVE EASEMENT** for the following purposes:

To construct, maintain, repair, replace, and operate a water line and related facilities (the "Water Facilities") 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 No. 1:

THAT PART OF LOT 2 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 SAID LOT 2; THENCE NORTH 30°59'41" EAST ALONG THE WEST LINE OF SAID LOT 2, 6.83 FEET; THENCE SOUTH 14°37'43" EAST 9.77 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, 6.98 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 24 SQUARE FEET.

Permanent Easement No. 2:

THAT PART OF LOT 2 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 SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 59°00'19" WEST ALONG THE NORTH RIGHT OF WAY LINE OF JACKSON BOULEVARD, 19.95 FEET; THENCE LEAVING SAID NORTH RIGHT OF

WAY LINE, SOUTH 81°48'47" EAST 21.64 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE SOUTH 30°59'41" WEST ALONG SAID EAST LINE, 8.39 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 84 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. Permanent Easement #1 and Permanent Easement #2 shall hereafter be collectively referred to as the "Easement Premises".
2. The Grantee agrees that the use hereby granted shall be limited exclusively to the Water Facilities.
3. 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 because of negligence of the Grantee, or its authorized agents, servants, employees, or assigns, in maintaining, repairing, and utilizing the easement granted hereunder.
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, Grantor shall have the right to maintain, restore, improve, or replace any improvements existing or located in the easement areas as of the date hereof. Subject to the terms herein, Grantor shall not obstruct, or permit to be obstructed, the Easement Premises and/or Grantor's adjacent property without the express prior written consent of the Grantee.
5. 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.
6. The Grantee agrees to restore the surface of the ground of the Easement Premises to the same condition in which it was before the start of the improvement or any future maintenance work, as near as practicable and to repair any damage to Grantor's property adjacent to the Easement Premises and the improvements thereon arising out of Grantee's use of the easement rights granted herein. Grantee further agrees not to (i) block any curb-cut to Grantor's property, (ii) interfere or interrupt the business operations on Grantor's property, and/or (iii) to store any equipment, vehicles, supplies and/or materials on Grantor's property.

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

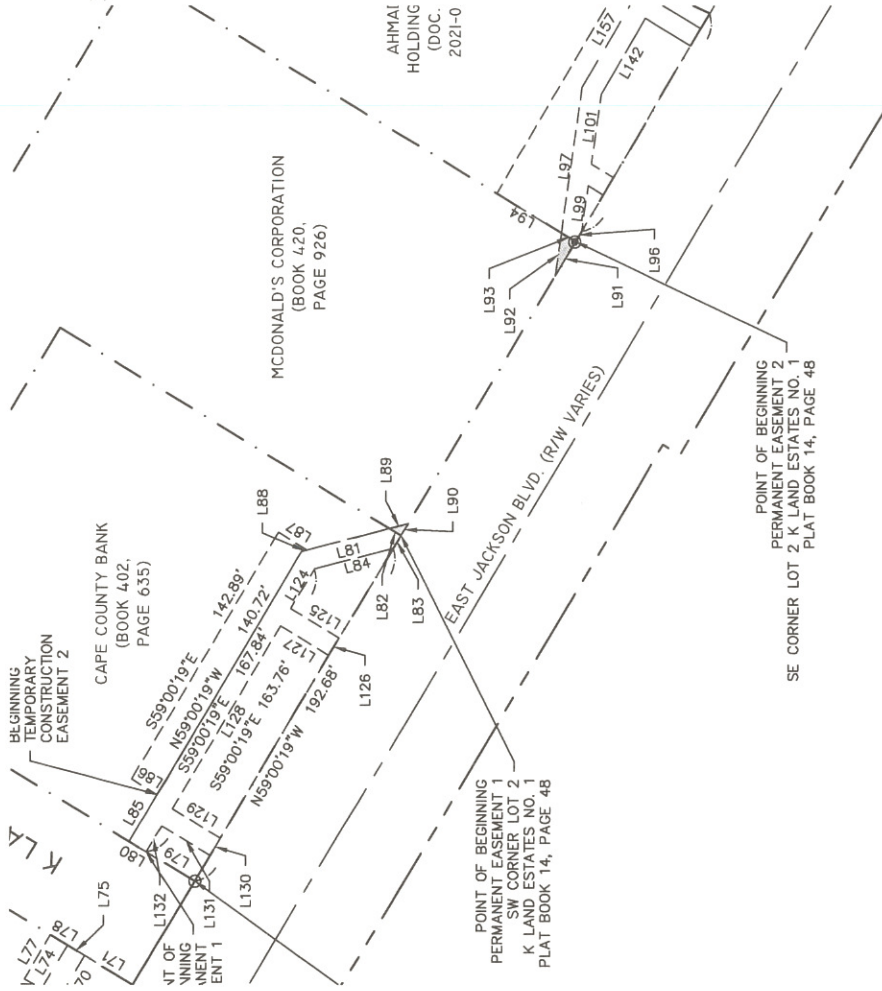


NORTH BASIS
MISSOURI STATE PLANE
COORDINATE SYSTEM 1983
EAST ZONE
MODOT VRS NAD83(2011)



REFERENCES

1. BOOK 420, PAGE 926 (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	19.95
L92	S81°48'47"E	21.84
L93	S30°59'41"W	8.39
L94	N31°00'00"E	37.92
L96	(S)N59°00'19"W(E)	5.85

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**

CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING

113 WEST MAIN STREET
JACKSON, MISSOURI 63755
TEL: 573-243-4080
FAX: 573-243-2191

EASEMENT SURVEY FOR
MCDONALD'S CORPORATION
2220 E. JACKSON BLVD.
JACKSON, MO

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