

TITLE OF DOCUMENT: SANITARY SEWER EASEMENT DEED

DATE OF DOCUMENT: MAY 9, 2023

GRANTOR: THE BRANDES FAMILY
PROTECTION TRUST DATED
OCTOBER 19, 2017

GRANTORS MAILING ADDRESS: 4164 COUNTY ROAD 306
JACKSON, MISSOURI 63755

GRANTORS DEED RECORDING: DOCUMENT NO. 2017-11952

GRANTEE: CITY OF JACKSON, MISSOURI
101 COURT STREET
JACKSON, MISSOURI 63755

PROPERTY ADDRESS: 4164 COUNTY ROAD 306
JACKSON, MISSOURI 63755

LEGAL DESCRIPTION OF EASEMENT: SEE PAGES 1 & 2 OF DEED

DEED OF DEDICATION
SANITARY SEWER EASEMENT

THIS DEED, made and entered into this 9th day of May, 2023, by and between **THE BRANDES FAMILY PROTECTION TRUST DATED OCTOBER 19, 2017**, 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 Twelve Thousand Five Hundred Dollars (\$12,500.00) 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 sanitary sewer line and necessary appurtenances thereto 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:

THAT PART OF U.S.P.S. 202, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF FRACTIONAL SECTION 9, TOWNSHIP 31 NORTH, RANGE 13 EAST; THENCE NORTH 83°57'05" WEST, 132.00 FEET; THENCE SOUTH 20°24'55" WEST, 686.50 FEET TO A POINT ON THE SOUTH LINE OF U.S.P.S 202; THENCE LEAVING SAID SOUTH LINE, SOUTH 04°33'22" WEST, 63.86 FEET; THENCE NORTH 79°45'16" WEST, 283.42 FEET; THENCE NORTH 65°37'02" WEST, 396.73 FEET; THENCE NORTH 42°41'00" WEST, 42.46 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 40°30'17" WEST, 20.14 FEET; THENCE NORTH 42°41'00" WEST, 358.49 FEET; THENCE NORTH 36°00'20" WEST, 67.52 FEET; THENCE NORTH 24°23'10" EAST, 23.00 FEET; THENCE SOUTH 36°00'20" EAST, 77.72 FEET; THENCE SOUTH 42°41'00" EAST, 354.93 FEET TO THE POINT OF BEGINNING AND CONTAINING 8,587 SQUARE FEET, MORE OR LESS, SUBJECT TO ANY EASEMENTS OF RECORD.

Temporary Easement:

THAT PART OF U.S.P.S. 202, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, CAPE

GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF FRACTIONAL SECTION 9, TOWNSHIP 31 NORTH, RANGE 13 EAST; THENCE NORTH 83°57'05" WEST, 132.00 FEET; THENCE SOUTH 20°24'55" WEST, 686.50 FEET TO A POINT ON THE SOUTH LINE OF U.S.P.S 202; THENCE LEAVING SAID SOUTH LINE, SOUTH 04°33'22" WEST, 63.86 FEET; THENCE NORTH 79°45'16" WEST, 283.42 FEET; THENCE NORTH 65°37'02" WEST, 396.73 FEET; THENCE NORTH 42°41'00" WEST, 42.46 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 42°41'00" WEST, 354.93 FEET; THENCE NORTH 36°00'20" WEST, 77.72 FEET; THENCE NORTH 24°23'10" EAST, 17.25 FEET; THENCE SOUTH 36°00'20" EAST, 85.37 FEET; THENCE SOUTH 42°41'00" EAST, 352.26 FEET; THENCE SOUTH 40°30'17" WEST, 15.11 FEET TO THE POINT OF BEGINNING AND CONTAINING 6,527 SQUARE FEET, MORE OR LESS, SUBJECT TO ANY EASEMENTS OF RECORD.

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 acknowledges that Grantor has horses in the area where work will be performed. The Grantor agrees to install a temporary fence and to keep the horses separated from the work area. The Grantor agrees to submit to Grantee invoices verifying the cost for materials to construct the temporary fence. The Grantee agrees to reimburse Grantor for the cost of the materials within thirty (30) days of receipt of the invoices in an amount not to exceed One Thousand Dollars (\$1,000.00).

7. The Grantee shall pay to Grantor the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00) in return for this Sanitary Sewer Easement Deed and said sum shall be paid within thirty (30) days from date of execution.

IN WITNESS WHEREOF, the said Grantor has executed these presents this 9th day of May, 2023.

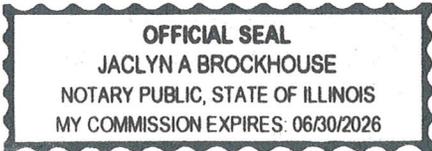
THE BRANDES FAMILY PROTECTION TRUST DATED OCTOBER 19, 2017

By: Jeanice Fae Brandes
JEANICE FAE BRANDES, TRUSTEE OF
THE BRANDES FAMILY PROTECTION TRUST DATED OCTOBER 19, 2017

STATE OF Illinois)
COUNTY OF Randolph) ss.

On this 01 day of May, 2023, before me personally appeared Jeanice Fae Brandes, Trustee of The Brandes Family Protection Trust Dated October 19, 2017, hereby stating that said Trust has not been amended or revoked since October 19, 2017, to me known to be the person described in and who executed the foregoing instrument in accordance with the terms of said trust and acknowledged to me that she executed the same as her free act and deed as such Trustee; and that said trust has not been terminated or revoked and is still in full force and effect.

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.



Jaclyn A Brockhouse
Jaclyn A Brockhouse, Notary Public
State of Illinois
County of Randolph
My term expires: 06/30/2026