

TITLE OF DOCUMENT: SANITARY SEWER EASEMENT DEED

DATE OF DOCUMENT: MAY 11, 2023

GRANTOR: THE KIRBY J. HAHN REVOCABLE TRUST AND THE LEON G. EFTINK VOLUNTARY TRUST 1996 U/T/A DATED DECEMBER 20, 1996

GRANTORS MAILING ADDRESS: P.O. BOX 320
ORAN, MISSOURI 63771

GRANTORS DEED RECORDING: BOOK 1028, PAGE 376

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

PROPERTY ADDRESS: 2355 SOUTH OLD ORCHARD ROAD
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 11 day of May, 2023, by and between **THE KIRBY J. HAHN REVOCABLE TRUST AND THE LEON G. EFTINK VOLUNTARY TRUST 1996 U/T/A DATED DECEMBER 20, 1996**, 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 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. 788, 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 TO THE POINT OF BEGINNING;

THENCE SOUTH 79°45'16" EAST, 5.59 FEET; THENCE NORTH 41°36'57" EAST, 42.95 FEET; THENCE SOUTH 48°23'03" EAST, 20.00 FEET; THENCE SOUTH 41°36'57" WEST, 39.48 FEET; THENCE SOUTH 42°53'18" EAST, 15.07 FEET; THENCE SOUTH 41°36'57" WEST, 25.12 FEET TO A POINT ON THE SOUTHWEST LINE OF A PROPERTY DESCRIBED IN DEED BOOK 1028 PAGE 376; THENCE WITH SAID SOUTHWEST LINE, NORTH 42°53'18" WEST, 26.58 FEET; THENCE LEAVING SAID SOUTHWEST LINE, NORTH 04°33'22" EAST, 22.10 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,627 SQUARE FEET, MORE OR LESS, SUBJECT TO ANY EASEMENTS OF RECORD.

Temporary Easement No.1:

THAT PART OF U.S.P.S. 788, 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 46.89 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 41°36'57" EAST, 32.32 FEET; THENCE SOUTH 48°23'03" EAST, 15.00 FEET; THENCE SOUTH 41°36'57" WEST, 42.95 FEET; THENCE NORTH 79°45'16" WEST, 5.59 FEET; THENCE NORTH 04°33'22" EAST, 16.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 612 SQUARE FEET, MORE OR LESS, SUBJECT TO ANY EASEMENTS OF RECORD.

SAID TEMPORARY CONSTRUCTION EASEMENT BEING NULL AND VOID UPON COMPLETION OF CONSTRUCTION.

Temporary Easement No. 2:

THAT PART OF U.S.P.S. 788, 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 46.89 FEET; THENCE NORTH 41°36'57" EAST, 32.32 FEET; THENCE SOUTH 48°23'03" EAST, 35.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 48°23'03" EAST, 15.00 FEET; THENCE SOUTH 41°36'57" WEST, 40.93 FEET; THENCE NORTH 42°53'18" WEST, 15.07 FEET; THENCE NORTH 41°36'57" EAST, 39.48 FEET TO THE POINT OF BEGINNING AND CONTAINING 603 SQUARE FEET, MORE OR LESS, SUBJECT TO ANY EASEMENTS OF RECORD.

SAID TEMPORARY CONSTRUCTION EASEMENT BEING NULL AND VOID UPON COMPLETION OF CONSTRUCTION.

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 sanitary sewer 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.

THE LEON G. EFTINK VOLUNTARY TRUST 1996 U/T/A DATED DECEMBER 20, 1996

By: Leon G. Eftink, Trustee
LEON G. EFTINK, TRUSTEE

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

On this 11 day of May, 2023, before me personally appeared Leon G. Eftink, Trustee of the Leon G. Eftink Voluntary Trust 1996 U/T/A Dated December 20, 1996, 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 he executed the same as his 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.

Angela M. Evans
_____, Notary Public



State of Missouri
County of Cape Girardeau
My term expires: _____