

TITLE OF DOCUMENT:	WATER LINE EASEMENT DEED
DATE OF DOCUMENT:	JUNE 20, 2023
GRANTOR:	SAINT FRANCIS MEDICAL CENTER
GRANTORS MAILING ADDRESS:	211 ST. FRANCIS DR. CAPE GIRARDEAU, MISSOURI 63701
GRANTORS DEED RECORDING:	DOCUMENT NO. 2022-09503
GRANTEE:	CITY OF JACKSON, MISSOURI 101 COURT STREET JACKSON, MISSOURI 63755
PROPERTY ADDRESS:	2102 & 2122 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 20th day of June, 2023, by and between **SAINT FRANCIS MEDICAL CENTER**, a Missouri nonprofit corporation, 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, 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:

Permanent Easement:

A PART OF FRACTIONAL SECTION 7, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF FRACTIONAL SECTION 7 WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. ROUTE 61 (A.K.A. EAST JACKSON BLVD.) FROM WHICH THE SOUTHWEST CORNER OF FRACTIONAL SECTION 7 BEARS, S 08° 06' W, 1,253.00 FEET; THENCE S 58° 59' 25" E, 890.50 FEET ALONG SAID RIGHT OF WAY LINE TO THE MOST WESTERLY CORNER OF A TRACT OF LAND RECORDED IN DOCUMENT NO. 2022-09503 AND BEING THE TRUE POINT OF BEGINNING:

THENCE CONTINUING S 58° 59' 25" E, 24.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE LEAVING SAID RIGHT OF WAY LINE, N 31° 00' 35" E, 25.50 FEET; THENCE S 58° 59' 25" E, 143.97 FEET; THENCE S 31° 00' 35" W, 25.50 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. ROUTE 61; THENCE S 58° 59' 25" E, 15.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE LEAVING SAID RIGHT OF WAY LINE, N 31° 00' 35" E, 25.50 FEET; THENCE S 58° 59' 25" E, 200.74 FEET; THENCE S 31° 00' 35" W, 25.50 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. ROUTE 61; THENCE S 58° 59' 25" E, 26.00 FEET ALONG SAID RIGHT OF WAY LINE TO THE INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF K LAND DRIVE, ALSO BEING THE MOST SOUTHERLY CORNER OF SAID TRACT RECORDED IN DOCUMENT NO.

2022-09503; THENCE N 30° 59' 37" E, 40.50 FEET ALONG THE WESTERLY RIGHT OF WAY LINE OF K LAND DRIVE; THENCE LEAVING SAID RIGHT OF WAY LINE, N 58° 59' 25" W, 409.70 FEET TO THE NORTHWESTERLY LINE OF DOCUMENT NO. 2022-09503; THENCE S 31° 00' 37" W, 40.50 FEET ALONG SAID LINE TO THE POINT OF BEGINNING, CONTAINING 0.18 ACRES (7,803 SQUARE FEET), MORE OR LESS.

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.

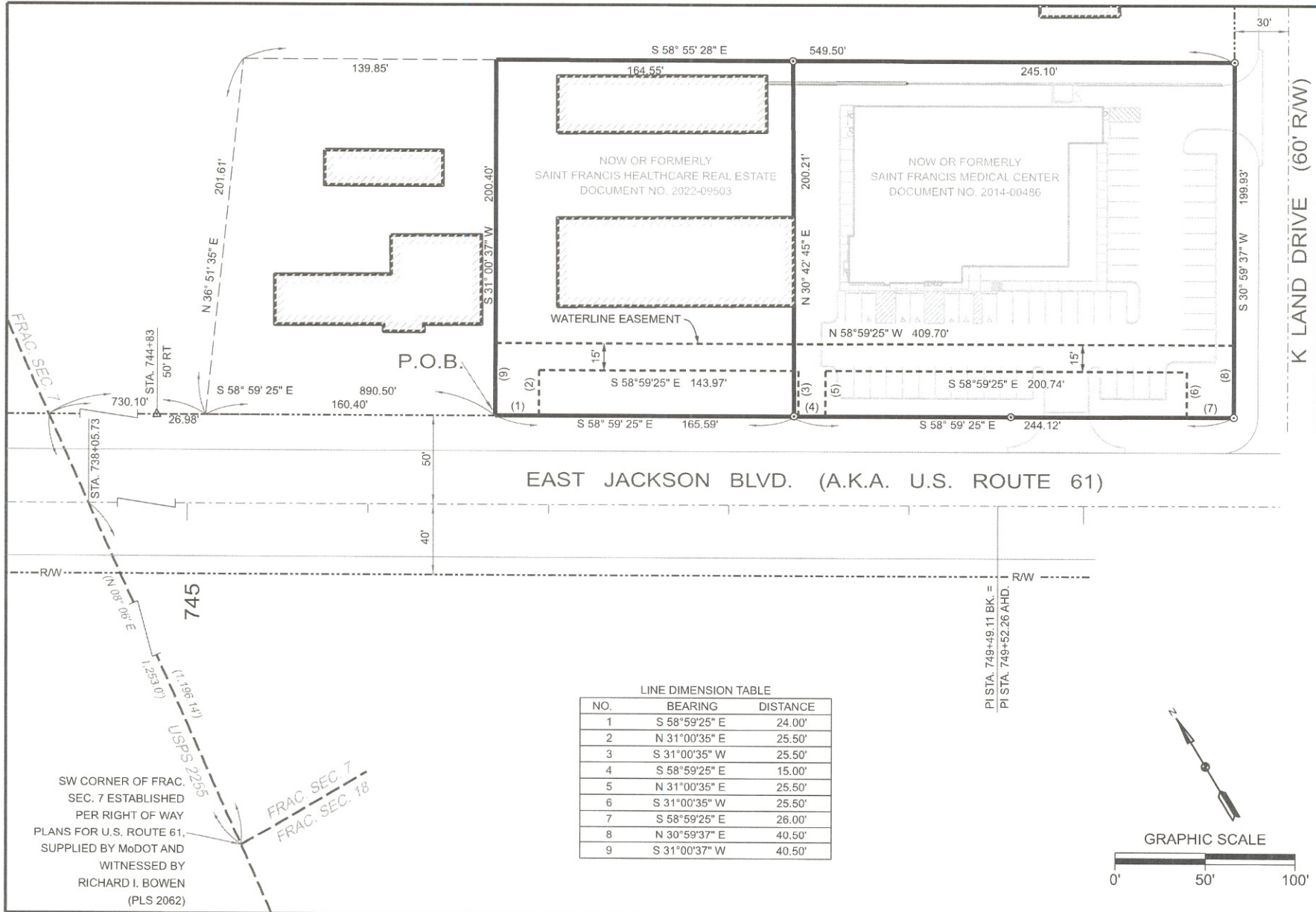
2. The Grantee agrees that it will indemnify and hold harmless the Grantor from all claims and actions at law and in equity which may arise out of, or because of negligence of the Grantee, or its authorized agents, servants, employees or assigns, in maintaining, repairing, and utilizing the easement 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.

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



LINE DIMENSION TABLE

NO.	BEARING	DISTANCE
1	S 58°59'25" E	24.00'
2	N 31°00'35" E	25.50'
3	S 31°00'35" W	25.50'
4	S 58°59'25" E	15.00'
5	N 31°00'35" E	25.50'
6	S 31°00'35" W	25.50'
7	S 58°59'25" E	26.00'
8	N 30°59'37" E	40.50'
9	S 31°00'37" W	40.50'

Bowen
ENGINEERING & SURVEYING P.C.
Engineering Corporation
Land Surveying Corporation
MO State Cert. of Authority #000383 MO State Cert. of Authority #001166

WATERLINE EASEMENT EXHIBIT

SAINT FRANCIS HEALTHCARE SYSTEM
JACKSON CLINIC
2130 E. JACKSON BLVD., JACKSON, MO

JOB NO.	S23-042
DATE	MAY 23, 2023
FILE	S23042.DGN
DWN BY	CMB
CKD BY	CKK
SCALE	1" = 50'

SHEET NO.
1 of 1