

**TITLE OF DOCUMENT:** WATER LINE EASEMENT

**DEED DATE OF DOCUMENT:** APRIL 2, 2026

**GRANTOR:** REGIONS BANK, AN ALABAMA STATE BANKING CORPORATION, AS SUCCESSOR TO CAPE COUNTY BANK

**GRANTORS MAILING ADDRESS:** 2210 EAST JACKSON BOULEVARD JACKSON, MISSOURI, 63755

**GRANTORS DEED RECORDING:** #2023-07416 BOOK 402, PAGE 635

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

**PROPERTY ADDRESS:** 2210 EAST JACKSON BOULEVARD JACKSON, MISSOURI 63755

**LEGAL DESCRIPTION OF EASEMENT:** SEE PAGE 2

**WATER LINE EASEMENT DEED**

**THIS DEED**, made and entered into this 2 day of April, 2026, by and between **REGIONS BANK**, an Alabama state banking corporation (successor to Cape County Bank), 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 an underground 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:

THAT PART OF LOT 1 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:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 30°59'41" EAST ALONG THE WEST LINE OF SAID LOT 1, ALSO BEING THE EAST RIGHT OF WAY LINE OF K LAND DRIVE, 28.30 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE ALONG SAID LINE, NORTH 30°59'41" EAST 10.00 FEET; THENCE LEAVING SAID LINE, SOUTH 59°00'19" EAST 174.84 FEET; THENCE SOUTH 00°15'21" WEST 44.56 FEET TO THE NORTH RIGHT OF WAY LINE OF EAST JACKSON BOULEVARD; THENCE NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 12.22 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 00°56'52" EAST 32.69 FEET; THENCE NORTH 59°00'19" WEST 28.31 FEET; THENCE SOUTH 30°59'41" WEST 28.30 FEET TO SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 10.00 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 30°59'41" EAST 28.30 FEET; THENCE NORTH 59°00'19" WEST 105.74 FEET; THENCE SOUTH 30°59'41" WEST 28.30 FEET TO SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 10.00 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 30°59'41" EAST 28.30 FEET; THENCE NORTH 59°00'19" WEST 14.98 FEET TO THE POINT OF BEGINNING.

**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 underground water utility facilities and uses incidental thereto.

2. The Grantee agrees that it will indemnify and hold harmless the Grantor from all costs, fees, penalties, damages, losses, expenses, liabilities, claims and actions at law and in equity which may arise out of, or because of (i) negligence of the Grantee, or its contractors, subcontractors, agents, servants, employees or assigns, in maintaining, repairing, and utilizing the easement granted hereunder, or (ii) any failure by Grantee to perform and observe the covenants, promises, agreements, obligations, terms and conditions applicable to Grantee set forth herein.

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 materially and unreasonably obstruct, or permit to be materially and unreasonably obstructed, the easement premises at any time without the express prior written consent of the Grantee, subject to the terms and conditions hereof.

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, provided that such assignee shall be subject to all the covenants, agreements, terms and conditions applicable to Grantee set forth herein.

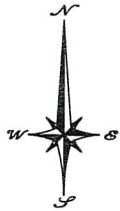
5. The Grantee agrees to restore at Grantee's sole cost and expense the surface of the ground on which the easement premises are situated to the same condition in which it was before the start of the improvement or any future maintenance work, as near as practicable. Grantee shall at Grantee's sole cost and expense perform any maintenance, repair, and upkeep work associated with the easement granted herein to ensure that the water line facilities remain at all times in good condition and repair. With respect to any maintenance, repairs or upkeep of the water line facilities by Grantee, Grantee covenants and agrees that Grantee, and Grantee's contractors, subcontractors, agents, representatives and employees, shall at all times keep at least one (1) of the two (2) vehicular access points to and from E. Jackson Boulevard open and accessible for Grantor, and Grantor's employees, agents, guests, and invitees. Moreover, Grantee covenants and agrees that, in the event either access point to and from E. Jackson Boulevard is required to be closed in order to perform any maintenance, repairs or upkeep of the water line facilities, Grantee shall: (i) provide advance written notice to the Grantor of the need for such closure no less than three (3) days prior to such closure; (ii) provide adequate alternative access to and from Grantor's building for Grantor's employees, guests and invitees, and otherwise ensure that Grantor's business operations, including, without limitation, customer access to the drive-thru ATM lanes, are not interrupted; and (iii) ensure that such access point

does not remain closed for more than two (2) consecutive days.

6. Grantee and Grantor hereby acknowledge and agree that that certain Water Line Easement Deed dated August 21, 2023 by and between Grantor and Grantee and recorded as Document #2023-07416 in the Recorder of Deeds of Cape Girardeau County, Missouri (the "2023 Deed") is hereby terminated and of no further force and effect. Without limiting the foregoing, all terms, covenants, agreements, conditions and easements (including, without limitation, the Easements (as defined in the 2023 Deed)) are hereby terminated and of no further force and effect. For the avoidance of doubt, the Permanent Easement (as defined in the 2023 Deed) is hereby terminated and replaced by the easement and easement premises described in this Deed.

*[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 402, PAGE 635 (SUBJECT)
2. K LAND ESTATES NO. 1, PLAT BOOK 14, PAGE 48

SAINT FRANCIS  
MEDICAL CENTER  
(DOC. NO.  
2014-00486)

**EASEMENT SURVEY FOR CAPE COUNTY BANK**

Part of Lot 1 of K Land Estates No. 1, City of Jackson,  
Cape Girardeau County, Missouri.

K LAND DR. (60' R/W)

CAPE COUNTY BANK  
(BOOK 402,  
PAGE 635)

POINT OF  
BEGINNING  
PERMANENT  
EASEMENT 1

POINT OF COMMENCEMENT  
PERMANENT EASEMENT  
SW CORNER LOT 1  
K LAND ESTATES NO. 1  
PLAT BOOK 14, PAGE 48  
(FOUND IRON PIPE)

EAST JACKSON BLVD. (R/W VARIES)

PARCEL LINE TABLE

Line #	Direction	Length
L200	N30°59'41"E	28.30
L201	N30°59'41"E	10.00
L202	S0°15'21"W	44.56
L203	N59°00'19"W	12.22
L204	N0°56'52"E	32.69
L205	N59°00'19"W	28.31
L206	S30°59'41"W	28.30
L207	N59°00'19"W	10.00
L208	N30°59'41"E	28.30
L209	S30°59'41"W	28.30
L210	N59°00'19"W	10.00
L211	N30°59'41"E	28.30
L212	N59°00'19"W	14.98

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

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 26TH  
DAY OF FEBRUARY 2026.

RODNEY W. AMOS MO-PLS 2007000072  
113 WEST MAIN STREET  
JACKSON, MISSOURI 63755



**STRICKLAND  
ENGINEERING**

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

CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING

EASEMENT SURVEY FOR  
CAPE COUNTY BANK  
2210 E. JACKSON BLVD.  
JACKSON, MO

SCALE	1"=60'
DATE	02-26-2026
DRAWN BY	RA
CHECKED BY	DR
PROJECT #	21-231