

<b>TITLE OF DOCUMENT:</b>	<b>ACCESS &amp; DRAINAGE EASEMENT DEED</b>
<b>DATE OF DOCUMENT:</b>	<b>JANUARY 21, 2025</b>
<b>GRANTOR:</b>	<b>BELLEVUE COMMONS, LLC</b>
<b>GRANTORS MAILING ADDRESS:</b>	<b>2007 PROVIDENCE DRIVE JACKSON, MISSOURI 63755</b>
<b>GRANTORS DEED RECORDING:</b>	<b>DOCUMENT NO. 2020-13886</b>
<b>GRANTEE:</b>	<b>CITY OF JACKSON, MISSOURI 101 COURT ST. JACKSON, MISSOURI 63755</b>
<b>PROPERTY ADDRESS:</b>	<b>122 SOUTH BELLEVUE STREET JACKSON, MISSOURI 63755</b>
<b>LEGAL DESCRIPTION OF EASEMENT:</b>	<b>SEE PAGES 1 &amp; 2 OF EASEMENT DEED</b>

**DEED OF DEDICATION**  
**ACCESS & DRAINAGE EASEMENT**

**THIS DEED**, made and entered into this 21<sup>st</sup> day of January, 2025, by and between **BELLEVUE COMMONS, LLC**, a Missouri Limited Liability Company, Grantor, and **THE CITY OF JACKSON, MISSOURI**, a Municipal Corporation, of the County of Cape Girardeau, State of Missouri, Grantee.

**WITNESSETH**, that the said Grantors, 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 **PERMANENT ACCESS & DRAINAGE EASEMENT** for the following purposes:

To construct, maintain, repair, replace, and operate stormwater drainage pipes and necessary appurtenances; and to provide adequate access for inspection and maintenance 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:

ALL BEARINGS USED IN THIS DESCRIPTION ARE BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983,  
EAST ZONE-GRID NORTH.

A TRACT OF LAND BEING A PART OF LOT 20 OF TIEDEMANN'S ADDITION TO JACKSON MISSOURI, RECORDED IN PLAT BOOK 1, PAGE 29 OF THE CAPE GIRARDEAU COUNTY RECORDER'S OFFICE DESCRIBED IN DEED BOOK 2020, PAGE 13886, OF THE CAPE GIRARDEAU COUNTY RECORDER'S OFFICE, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 20 OF TIEDEMANN'S ADDITION TO JACKSON MISSOURI, AT THE INTERSECTION OF THE EAST LINE OF SOUTH BELLEVUE STREET WITH THE SOUTH LINE OF EAST MAIN STREET, SAID POINT BEING 32.50 FEET PERPENDICULAR DISTANCE RIGHT OF STATION 10+89.02 OF CENTERLINE EAST MAIN STREET; THENCE WITH SAID SOUTH LINE OF EAST MAIN STREET, SOUTH 82 DEGREES 30 MINUTES 12 SECONDS EAST, 148.66 FEET TO THE NORTHEAST CORNER OF SAID LOT 20, BEING 32.50 FEET PERPENDICULAR DISTANCE RIGHT OF STATION 12+37.68 OF CENTERLINE EAST MAIN STREET; THENCE LEAVING SAID SOUTH LINE OF EAST MAIN STREET, WITH THE EAST LINE OF SAID LOT 20, SOUTH 07 DEGREES 29 MINUTES 48 SECONDS WEST, 22.50 FEET TO A POINT, BEING 55.00 FEET PERPENDICULAR DISTANCE RIGHT OF STATION 12+37.68 OF CENTERLINE EAST MAIN STREET; THENCE LEAVING SAID EAST LINE OF LOT 20, NORTH 82 DEGREES 30 MINUTES 12 SECONDS WEST, 37.68 FEET TO A POINT, BEING 55.00 FEET PERPENDICULAR DISTANCE RIGHT OF STATION

12+00.00 OF CENTERLINE EAST MAIN STREET; THENCE NORTH 64 DEGREES 04 MINUTES 06 SECONDS WEST, 38.80 FEET TO A POINT, BEING 42.73 FEET PERPENDICULAR DISTANCE RIGHT OF STATION 11+63.19 OF CENTERLINE EAST MAIN STREET; THENCE NORTH 82 DEGREES 19 MINUTES 32 SECONDS WEST, 74.17 FEET TO A POINT ON SAID EAST LINE OF SOUTH BELLEVUE STREET, BEING 42.50 FEET PERPENDICULAR DISTANCE RIGHT OF STATION 10+89.02 OF CENTERLINE EAST MAIN STREET; THENCE WITH SAID EAST LINE OF SOUTH BELLEVUE STREET NORTH 07 DEGREES 29 MINUTES 48 SECONDS EAST, 10.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 2,200 SQUARE FEET OR 0.0505 ACRES.

**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 stormwater drainage pipes, access, 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.

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

IN WITNESS WHEREOF, the said Grantor has executed these presents the day and year first written above.

BELLEVUE COMMONS, LLC

Chris Pike

STATE OF MISSOURI )  
COUNTY OF CAPE GIRARDEAU ) ss

On this 21<sup>st</sup> day of January, 2025, before me personally appeared Chris Pike, to me known to be the persons who executed the within document as members of Bellevue Commons, LLC, a Missouri Limited Liability Company, and are authorized by the Operating Agreement of said limited liability company to execute the within document on behalf of said limited liability company, and acknowledged to me that they executed the same as their free act and deed and as the free act and deed of said limited liability company for the purposes therein stated.

IN WITNESS 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.

[Signature]  
Notary Public  
State of Missouri  
County of Cape Girardeau

My term expires: May 13, 2028

