

TITLE OF DOCUMENT:	WATER LINE EASEMENT DEED
DATE OF DOCUMENT:	MAY 17, 2023
GRANTOR:	RADIOLOGY INVESTMENTS GROUP, L.C.
GRANTORS MAILING ADDRESS:	70 DOCTORS PARK CAPE GIRARDEAU, MISSOURI 63703
GRANTORS DEED RECORDING:	DOCUMENT 2015-08687
GRANTEE:	CITY OF JACKSON, MISSOURI 101 COURT ST. JACKSON, MISSOURI 63755
PROPERTY ADDRESS:	1605 OLD CAPE ROAD JACKSON, MISSOURI 63755
LEGAL DESCRIPTION OF EASEMENT:	SEE PAGES 2 & 3 OF DEED

WATER LINE EASEMENT DEED

THIS WATER LINE EASEMENT DEED, made and entered into this 17 day of May, 2023, by and between RADIOLOGY INVESTMENTS GROUP, L.C., a Missouri Limited Liability Company, 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, **A NON-EXCLUSIVE EASEMENT** for the following purposes:

To construct, maintain, repair, replace, and operate a water line and necessary appurtenances thereto on, across and under 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 2 OF RADIOLOGY INVESTMENT GROUP SUBDIVISION, AS RECORDED IN DOCUMENT NO. 2020-06685 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 07°12'39" EAST ALONG THE EAST LINE OF SAID LOT 2, 17.48 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, AND LEAVING SAID EAST LINE, NORTH 59°00'20" WEST 549.89 FEET; THENCE SOUTH 31°09'48" WEST 16.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST JACKSON BOULEVARD; 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 31°09'48" EAST 26.00 FEET; THENCE SOUTH 59°00'20" EAST 555.46 FEET TO A POINT ON SAID EAST LINE OF SAID LOT 2; THENCE SOUTH 07°12'39" WEST ALONG SAID EAST LINE, 10.93 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 5,737 SQUARE FEET

Temporary Easement:

THAT PART OF LOT 2 OF RADIOLOGY INVESTMENT GROUP SUBDIVISION, AS RECORDED IN DOCUMENT NO. 2020-06685 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF EAST JACKSON BOULEVARD THE FOLLOWING COURSES, NORTH 59°00'19" WEST 182.74 FEET; THENCE NORTH 30°59'41" EAST 10.00 FEET; THENCE NORTH 59°00'19" WEST 90.00 FEET; THENCE SOUTH 30°59'41" WEST 10.00 FEET; THENCE NORTH 59°00'19" WEST 284.25 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 31°09'48" EAST 16.00 FEET; THENCE SOUTH 59°00'20" EAST 549.89 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE SOUTH 07°12'39" WEST ALONG SAID EAST LINE, 17.48 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 7,205 SQUARE FEET.

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

See drawing of Permanent Easement and Temporary Easement attached hereto as Exhibit A and incorporated by this reference.

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, and all improvements in the easement shall be located underground.

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 or intentional malfeasance 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 permanently obstruct, or

permit to be permanently obstructed by improvements constructed by Grantor after the date hereof, on the easement premises at any time whatsoever without the express prior written consent of the Grantee.

4. The Grantee agrees to immediately restore the surface of the ground and all landscaping thereon to the same condition in which it was before the start of the improvement or any future maintenance work, as near as practicable.

5. In making use of the easement, Grantee shall make adequate provisions for the safety and convenience of all persons using the easement property or the improvements installed therein or thereon.

6. Grantee shall not obstruct the driveway access area or curbcut area that intersects with East Jackson Blvd. near the southeast corner of that Lot 2.

7. Grantee shall maintain and operate the water utility facilities at all times free from leaks as is possible in the exercise of reasonable diligence; any leaks and resulting damage shall be promptly repaired at Grantee's expense. Notwithstanding the foregoing, the cost of repairs due to the actions of others will be the responsibility of the appropriate party.

8. The temporary easement set forth above shall automatically expire on the earlier of (i) completion of construction or (ii) eighteen months (18) months from the date hereof.

9. In the event an action is brought to enforce the provisions of this instrument, the prevailing party shall be entitled to recover all of its reasonable costs and expenses incurred in connection therewith, including but not limited to court costs and reasonable attorney fees.

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

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

RADIOLOGY INVESTMENT GROUP, L.C.

Mark L. Lator
_____, ~~President~~
Managing Member

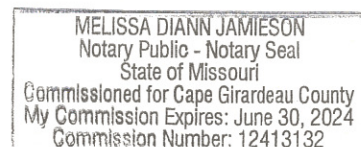
Todd m B (SEAL)
_____, Secretary

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

On this 17 day of May, 2023, before me personally
appeared Mark L. Lator, to me known to be the persons who
executed the within document as members of Radiology Investment Group, L.C., 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.

Melissa D. Jamieson
_____, Notary Public
State of Missouri
County of Cape Girardeau
My term expires: 6/30/2024



EASEMENT SURVEY FOR RADIOLOGY INVESTMENT GROUP, LC

Part of Lot 2 of Radiology Investment Group Subdivision,
in the City of Jackson, Missouri.

RADIOLOGY INVESTMENT
GROUP, L.C.
(DOC. NO.
2015-08687)



NORTH BASIS
MISSOURI STATE PLANE
COORDINATE SYSTEM 1983
EAST ZONE
MODOT VRS NAD83(2011)

60 0 60 120

REFERENCES

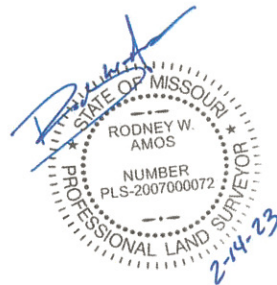
1. DOCUMENT NO. 2015-08687 (SUBJECT)
2. RADIOLOGY INVESTMENT GROUP
SUBDIVISION, DOC. NO. 2020-06685

ACCURACY STANDARD: TYPE URBAN

LEGEND

1. IRON ROD W/CAP (FOUND)
2. IRON ROD (FOUND)
3. RIGHT-OF-WAY MARKER

PERMANENT EASEMENT
 TEMPORARY CONSTRUCTION
EASEMENT



POINT OF COMMENCEMENT PERMANENT EASEMENT
POINT OF BEGINNING TEMPORARY CONSTRUCTION EASEMENT
SE CORNER LOT 2 OF RADIOLOGY INVESTMENT GROUP SUBDIVISION,
DOCUMENT NO. 2020-06685 (FOUND IRON ROD)

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 14TH
DAY OF FEBRUARY 2023.

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

POINT OF BEGINNING
PERMANENT EASEMENT

PARCEL LINE TABLE

Line #	Direction	Length
L1	(S)N7°12'39"E(W)	17.48
L2	(N)S31°09'48"W(E)	16.00
L3	N59°00'19"W	10.00
L4	N31°09'48"E	26.00
L5	(N)S7°12'39"W(E)	10.93
L6	N30°59'41"E	10.00
L7	S30°59'41"W	10.00



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
RADIOLOGY INVESTMENT
GROUP, LC
1605 OLD CAPE RD.
JACKSON, MO

SCALE 1"=60'
DATE 02-14-2023
DRAWN BY RA
CHECKED BY DR
PROJECT # 21-231