

<b>TITLE OF DOCUMENT:</b>	<b>WATER LINE EASEMENT DEED</b>
<b>DATE OF DOCUMENT:</b>	<b>JULY 12, 2023</b>
<b>GRANTOR:</b>	<b>JACKSON CHAMBER OF COMMERCE</b>
<b>GRANTORS MAILING ADDRESS:</b>	<b>1846 EAST JACKSON BOULEVARD JACKSON, MISSOURI 63755</b>
<b>GRANTORS DEED RECORDING:</b>	<b>DOCUMENT #2021-12570</b>
<b>GRANTEE:</b>	<b>CITY OF JACKSON, MISSOURI 101 COURT STREET JACKSON, MISSOURI 63755</b>
<b>PROPERTY ADDRESS:</b>	<b>1846 EAST JACKSON BOULEVARD JACKSON, MISSOURI 63755</b>
<b>LEGAL DESCRIPTION OF EASEMENT:</b>	<b>SEE PAGES 2, 3, &amp; 4 OF DEED</b>

## WATER LINE EASEMENT DEED

**THIS DEED**, made and entered into this 12<sup>th</sup> day of July, 2023, by and between **JACKSON CHAMBER OF COMMERCE, 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:

THAT PART OF LOT 11 OF KIMBELAND SUBDIVISION, IN THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 9, PAGE 9 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 11; THENCE NORTH 59°00'19" WEST ALONG THE NORTH RIGHT OF WAY LINE OF EAST JACKSON BOULEVARD, 1.32 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 37°47'54" WEST 41.08 FEET; THENCE NORTH 59°00'19" WEST 71.36 FEET; THENCE SOUTH 30°59'41" WEST 14.86 FEET TO A POINT ON 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 14.86 FEET; THENCE NORTH 59°00'19" WEST 10.33 FEET TO A POINT ON THE WEST LINE OF SAID LOT 11, ALSO BEING THE EAST RIGHT OF WAY LINE OF KIMBEL LANE; THENCE NORTH 07°04'26" EAST ALONG SAID LINE, 10.94 FEET; THENCE LEAVING SAID LINE, SOUTH 59°00'19" EAST 97.99 FEET; THENCE SOUTH 37°47'54" EAST 38.32 FEET; THENCE SOUTH 59°00'19" EAST 2.01 FEET TO A POINT ON THE EAST LINE OF SAID LOT 11; THENCE SOUTH 30°55'48" WEST ALONG SAID EAST LINE, 11.00 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 1,512 SQUARE FEET.

Temporary Easement No. 1:

THAT PART OF LOT 11 OF KIMBELAND SUBDIVISION, IN THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 9, PAGE 9 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 11; THENCE NORTH 59°00'19" WEST ALONG THE NORTH RIGHT OF WAY LINE OF EAST JACKSON BOULEVARD, 1.32 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 123.39 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 07°04'26" EAST ALONG THE WEST LINE OF SAID LOT 11, ALSO BEING THE EAST RIGHT OF WAY LINE OF KIMBEL LANE, 16.26 FEET; THENCE LEAVING SAID LINE, SOUTH 59°00'19" EAST 91.68 FEET; THENCE SOUTH 37°47'54" EAST 41.08 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 1,598 SQUARE FEET.

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

Temporary Easement No. 2:

THAT PART OF LOT 11 OF KIMBELAND SUBDIVISION, IN THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 9, PAGE 9 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 11; THENCE NORTH 59°00'19" WEST ALONG THE NORTH RIGHT OF WAY LINE OF EAST JACKSON BOULEVARD, 124.71 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 07°04'26" EAST ALONG THE WEST LINE OF SAID LOT 11, ALSO BEING THE EAST RIGHT OF WAY LINE OF KIMBEL LANE, 27.20 FEET TO THE PONT OF BEGINNING.

THENCE FROM THE PONT OF BEGINNING, CONTINUE NORTH 07°04'26" EAST ALONG SAID LINE, 35.46 FEET; THENCE LEAVING SAID LINE, SOUTH 52°20'41" EAST 32.81 FEET; THENCE SOUTH 46°09'52" EAST



83.75 FEET; THENCE SOUTH 37°47'54" EAST 8.37 FEET; THENCE SOUTH 42°02'59" WEST 10.16 FEET; THENCE NORTH 37°47'54" WEST 8.29 FEET; THENCE NORTH 59°00'19" WEST 97.99 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 2,412 SQUARE FEET.

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 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.]*

IN WITNESS WHEREOF, the said Grantor has executed these presents this 12<sup>th</sup>  
day of July, 2023.

**JACKSON CHAMBER OF COMMERCE**

Brian S. Geru  
Brian S. Geru, President/CEO

(SEAL)

\_\_\_\_\_, Secretary

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

On this 12<sup>th</sup> day of July, 2023, before me personally appeared \_\_\_\_\_, to me known to be the persons who executed the within document as members of Jackson Chamber of Commerce, a Missouri Nonprofit Corporation, and are authorized by the Operating Agreement of said nonprofit corporation to execute the within document on behalf of said nonprofit corporation, and acknowledged to me that they executed the same as their free act and deed and as the free act and deed of said nonprofit corporation 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.

Rodney W. Bollinger  
Rodney W. Bollinger, Notary Public  
State of Missouri  
County of Cape Girardeau  
My term expires: May 13, 2024



RODNEY W. BOLLINGER  
My Commission Expires  
May 13, 2024  
Cape Girardeau County  
Commission #12473742

# EASEMENT SURVEY FOR JACKSON CHAMBER OF COMMERCE

Part of Lot 11 of Kimbeland Subdivision, City of Jackson,  
Cape Girardeau County, Missouri.

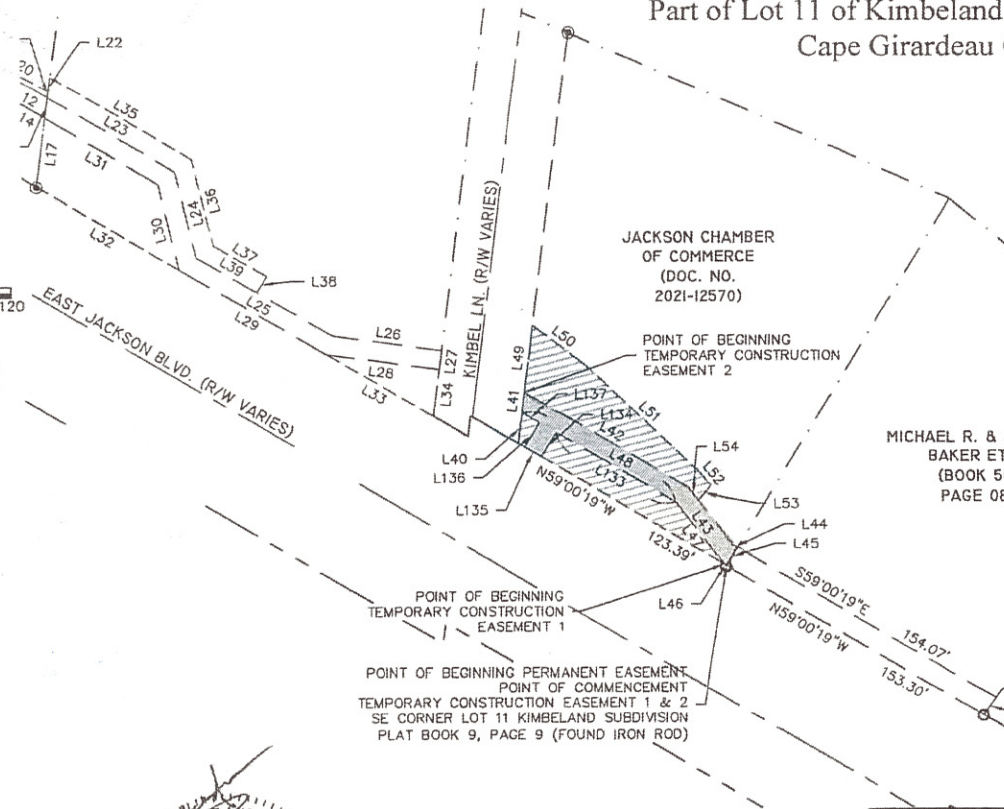


NORTH BASIS  
MISSOURI STATE PLANE  
COORDINATE SYSTEM 1983  
EAST ZONE  
MODOT VRS NAD83(2011)

60 0 60 120

## REFERENCES

1. DOCUMENT NO. 2021-12570 (SUBJECT)
2. KIMBELAND SUBDIVISION, PLAT BOOK 9, PAGE 9



## PARCEL LINE TABLE

Line #	Direction	Length
L40	N7°04'26"E	16.26
L41	N7°04'26"E	10.94
L42	(N)S59°00'19"E(W)	97.99
L43	S37°47'54"E	38.32
L44	S59°00'19"E	2.01
L45	(N)S30°55'48"W(E)	11.00
L46	N59°00'19"W	1.32
L47	(S)N37°47'54"W(E)	41.08
L48	(S)N59°00'19"W(E)	91.68
L49	N7°04'26"E	35.46
L50	S52°20'41"E	32.81
L51	S46°09'52"E	83.75
L52	S37°47'54"E	8.37
L53	S42°02'59"W	10.16
L54	N37°47'54"W	8.29
L55	S34°55'26"W	11.03
L133	N59°00'19"W	71.36
L134	S30°59'41"W	14.86
L135	N59°00'19"W	10.00
L136	N30°59'41"E	14.86
L137	N59°00'19"W	10.33

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



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



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  
JACKSON CHAMBER  
OF COMMERCE  
1846 E. JACKSON BLVD.  
JACKSON, MO

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