

TITLE OF DOCUMENT:	ACCESS & DRAINAGE EASEMENT DEED
DATE OF DOCUMENT:	FEBRUARY 21, 2025
GRANTOR:	REBECCA MILLER
GRANTORS MAILING ADDRESS:	111 SOUTH NEAL STREET JACKSON, MISSOURI 63755
GRANTORS DEED RECORDING:	DOCUMENT NO. 2022-05055
GRANTEE:	CITY OF JACKSON, MISSOURI 101 COURT ST. JACKSON, MISSOURI 63755
PROPERTY ADDRESS:	111 SOUTH NEAL STREET JACKSON, MISSOURI 63755
LEGAL DESCRIPTION OF EASEMENT:	SEE PAGES 1 & 2 OF EASEMENT DEED

DEED OF DEDICATION
ACCESS & DRAINAGE EASEMENT

THIS DEED, made and entered into this 21st day of February, 2025, by and between **REBECCA MILLER**, a single person, 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 21 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 2022, PAGE 5055, OF THE CAPE GIRARDEAU COUNTY RECORDER'S OFFICE, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 21 OF TIEDEMANN'S ADDITION TO JACKSON MISSOURI, ON THE SOUTH LINE OF EAST MAIN STREET, SAID POINT BEING 32.50 FEET PERPENDICULAR DISTANCE RIGHT OF STATION 12+37.68 OF CENTERLINE EAST MAIN STREET; THENCE WITH SAID SOUTH LINE OF EAST MAIN STREET, SOUTH 82 DEGREES 30 MINUTES 12 SECONDS EAST, 147.77 FEET TO THE NORTHEAST CORNER OF SAID LOT 21 AT THE INTERSECTION OF THE WEST LINE OF NORTH NEAL STREET WITH THE SOUTH LINE OF EAST MAIN STREET, BEING 32.50 FEET PERPENDICULAR DISTANCE RIGHT OF STATION 13+85.45 OF CENTERLINE EAST MAIN STREET; THENCE LEAVING SAID SOUTH LINE OF EAST MAIN STREET, WITH SAID WEST LINE OF NORTH NEAL STREET, SOUTH 07 DEGREES 29 MINUTES 48 SECONDS WEST, 10.00 FEET TO A POINT, BEING 42.50 FEET PERPENDICULAR DISTANCE RIGHT OF STATION 13+85.45 OF CENTERLINE EAST MAIN STREET; THENCE LEAVING SAID WEST LINE OF NORTH NEAL STREET, NORTH 82 DEGREES 30 MINUTES 12 SECONDS WEST, 145.45 FEET TO A POINT,

BEING 42.50 FEET PERPENDICULAR DISTANCE RIGHT OF STATION 12+40.00 OF CENTERLINE EAST MAIN STREET; THENCE SOUTH 07 DEGREES 29 MINUTES 48 SECONDS WEST, 12.50 FEET TO A POINT, BEING 55.00 FEET PERPENDICULAR DISTANCE RIGHT OF STATION 12+40.00 OF CENTERLINE EAST MAIN STREET; THENCE NORTH 82 DEGREES 30 MINUTES 12 SECONDS WEST, 2.32 FEET TO A POINT ON THE WEST LINE OF SAID LOT 21, BEING 55.00 FEET PERPENDICULAR DISTANCE RIGHT OF STATION 12+37.68 OF CENTERLINE EAST MAIN STREET; THENCE WITH SAID WEST LINE OF LOT 21, NORTH 07 DEGREES 29 MINUTES 48 SECONDS EAST, 22.50 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1,507 SQUARE FEET OR 0.0346 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.

REBECCA MILLER

Rebecca Miller
Rebecca Miller

STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU) ss

On this 21st day of February, 2025, before me, the undersigned notary public, personally appeared Rebecca Miller, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same as her free act and deed.

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

