

TITLE OF DOCUMENT:	WATER LINE EASEMENT DEED
DATE OF DOCUMENT:	October __, 2024
GRANTOR:	ALDI INC.
GRANTORS MAILING ADDRESS:	475 PEARL DRIVE ST. PETERS, MISSOURI 63376
GRANTORS DEED RECORDING:	DOCUMENT #2022-04793
GRANTEE:	CITY OF JACKSON, MISSOURI 101 COURT STREET JACKSON, MISSOURI 63755
PROPERTY ADDRESS:	2502 EAST JACKSON BOULEVARD JACKSON, MISSOURI 63755
LEGAL DESCRIPTION OF EASEMENT:	SEE PAGES 2 & 3 OF DEED

WATER LINE EASEMENT DEED

THIS DEED (the "Agreement"), made and entered into this _____ day of October, 2024, by and between **ALDI INC.**, an Illinois corporation, (the "Grantor"), and **THE CITY OF JACKSON, MISSOURI**, a Municipal Corporation, of the County of Cape Girardeau, State of Missouri (the "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, a non-exclusive, perpetual easement (the "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, which is also generally depicted on Exhibit A, attached hereto and made a part hereof, situated in the City of Jackson, County of Cape Girardeau, and State of Missouri, to-wit (the "Easement Area"):

Permanent Easement:

THAT PART OF U.S.P.S. NO. 782, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 2 OF TURNER SUBDIVISION, AS RECORDED IN DOCUMENT NO. 2016-14480 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI; THENCE NORTH 59°00'19" WEST ALONG THE NORTH RIGHT OF WAY LINE OF EAST JACKSON BOULEVARD, 361.42 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DOCUMENT NO. 2022-04793 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 24°58'23" EAST ALONG THE WEST LINE OF SAID TRACT, 17.60 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 59°00'19" EAST 183.02 FEET; THENCE NORTH 30°59'41" EAST 16.86 FEET; THENCE SOUTH 59°00'19" EAST 10.00 FEET; THENCE SOUTH 30°59'41" WEST 16.79 FEET; THENCE SOUTH 63°49'53" EAST 48.16 FEET; THENCE SOUTH 61°41'17" EAST 90.08 FEET; THENCE SOUTH 59°20'20" EAST 21.42 FEET TO A POINT ON THE EAST LINE OF SAID TRACT; THENCE SOUTH 08°19'31" WEST, ALONG SAID EAST LINE, 28.13 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 7,300 SQUARE FEET.

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. Grantee shall maintain the public water utility facilities, at its sole cost and expense, in a good, safe, and working condition. Grantee further acknowledges and agrees that Grantee shall not (i) block access or visibility to Grantor's property adjacent to the Easement Area or the signage thereon, (ii) obstruct or interfere with the business operations on Grantor's property, or (iii) store construction vehicles or materials on Grantor's property.

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 Area at any time whatsoever without the express prior written consent of the Grantee not to be unreasonably denied, withheld, conditioned, or delayed. Grantee acknowledges and agrees that Grantor's paving, driveways, curbing, or utilities shall not be considered an obstruction hereunder.

4. The Grantor agrees that, subject to the terms and conditions contained in this Agreement, 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 Area 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 21
day of October, 2024.

GRANTOR:

ALDI INC.,
an Illinois corporation

By: 

Brian McGee, Group Director of Real Estate

(SEAL)

STATE OF Ohio)
) ss.
COUNTY OF Franklin)

On this 21 day of October, 2024, before me personally appeared Brian McGee, to me known to be the persons who executed the within document as Group Director of Real Estate of Aldi Inc., an Illinois corporation and are authorized by said corporation to execute the within document on behalf of said 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 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.



KAITLIN PURVIS
Notary Public
State of Ohio
My Comm. Expires
October 6, 2027

Kaitlin Purvis
Kaitlin Purvis, Notary Public
State of Ohio
County of Franklin
My term expires: 10/06/27

EXHIBIT A Easement Area

