

TITLE OF DOCUMENT:	GUY WIRE EASEMENT
DATE OF DOCUMENT:	FEBRUARY 6, 2025
GRANTOR:	B2VS, LLC
GRANTORS MAILING ADDRESS:	2451 NORTH HIGH STREET, SUITE B JACKSON, MO 63755
GRANTORS DEED RECORDING:	DOCUMENT NO. 2014-08199
GRANTEE:	CITY OF JACKSON 101 COURT ST. JACKSON, MO 63755
PROPERTY ADDRESS:	203 WEST DEERWOOD DRIVE JACKSON, MO 63755
LEGAL DESCRIPTION OF EASEMENT:	SEE PAGE 1 OF EASEMENT DEED

GUY WIRE EASEMENT

THIS DEED, made and entered into this 6th day of February, 2025, by and between **B2VS, LLC**, 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, 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, **AN EASEMENT** for the following purposes:

To construct, operate, maintain, repair, replace, upgrade, and remove a guy wire and necessary appurtenances thereto, over, under, along, and across the following described real estate situated in the City of Jackson, 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 PART LOT 74 OF "TERRACE PARK ESTATES", RECORDED IN PLAT BOOK 23 PAGE 37 OF THE CAPE GIRARDEAU COUNTY, MISSOURI RECORDS, SAID TRACT ALSO BEING PROPERTY NOW OR FORMERLY OWNED BY B2VS, LLC, AS RECORDED IN DOCUMENT #2014-08199 OF THE CAPE GIRARDEAU COUNTY, MISSOURI RECORDS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERN LINE OF LOT 75 OF SAID "TERRACE PARK ESTATES" WITH THE SOUTHWESTERN LINE OF WEST DEERWOOD DRIVE (60 FEET WIDE); THENCE ALONG SAID SOUTHWESTERN LINE OF WEST DEERWOOD DRIVE, SOUTH 49 DEGREES 22 MINUTES 13 SECONDS EAST, 15.00 FEET TO A POINT; THENCE LEAVING SAID SOUTHWESTERN LINE OF WEST DEERWOOD DRIVE, SOUTH 40 DEGREES 37 MINUTES 47 SECONDS WEST, 20.00 FEET TO A POINT; THENCE NORTH 49 DEGREES 22 MINUTES 13 SECONDS WEST, 15.00 FEET TO SAID SOUTHEASTERN LINE OF LOT 75; THENCE ALONG SAID SOUTHEASTERN LINE OF LOT 75, NORTH 40 DEGREES 37 MINUTES 47 SECONDS EAST, 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 300 SQUARE FEET OR 0.007 ACRES, MORE OR LESS, ACCORDING TO CALCULATIONS BY EFK MOEN, L.L.C. DURING THE MONTH OF NOVEMBER, 2024.

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 guy wire 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 the 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 block, or permit to be blocked, 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 assurance 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.]

TO HAVE AND TO HOLD the same, together with all rights, privileges, appurtenances and immunities to the same belonging, unto the said Grantee, and to its successors, heirs and assigns, forever, so that neither the said Grantor nor it's heirs, or any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and every one of them, shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the undersigned has executed this easement this 6th day of February, ~~2024~~ 2025

B2VS, LLC

Laurie Bolen
Laurie Bolen, Member

STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU) ss.

On this 6th day of February, 2025, 2024, before me personally appeared Laurie Bolen, to me known, who, being by me first duly sworn, did say that she is a member of B2VS, LLC, a Missouri limited liability company of the State of Missouri; that the seal affixed to the foregoing instrument is the corporate seal of said company; that said instrument was signed and sealed on behalf of said company by authority of its membership; and that she acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY 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.

Angela Birk
_____, Notary Public

State of Missouri
County of Cape Girardeau

My term expires: January 28, 2028

ANGELA BIRK
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JANUARY 28, 2028
CAPE GIRARDEAU COUNTY
COMMISSION #24050334



SCALE: 1" = 20'

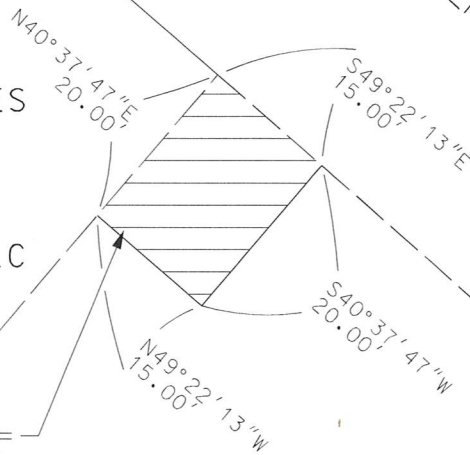


0' 10' 20'

TERRACE PARK ESTATES
PB 23, PG. 37

PROPERTY N/F
K & K STORAGE II LLC
DOC. 2022-03199
LOT 75

NEW PERMANENT EASEMENT =
300.00 S.F.



W DEERWOOD DR

1

TERRACE PARK ESTATES
PB 23, PG. 37

PROPERTY N/F
B2VS LLC
DOC. 2014-08199
LOT 74

EXHIBIT "A" - PARCEL 1

ARC

NEW PERMANENT EASEMENT EXHIBIT
LOT 74 OF TERRACE PARK ESTATES
CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI