
TITLE OF DOCUMENT:	GUY WIRE EASEMENT
DATE OF DOCUMENT:	JANUARY 31, 2025
GRANTOR:	ALFORD PROPERTIES, LLC
GRANTORS MAILING ADDRESS:	202 WEST DEERWOOD DRIVE JACKSON, MO 63755
GRANTORS DEED RECORDING:	DOCUMENT NO. 2024-03028
GRANTEE:	CITY OF JACKSON 101 COURT ST. JACKSON, MO 63755
PROPERTY ADDRESS:	246 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 31st day of January, 2025, by and between **ALFORD PROPERTIES, 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 71 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 ALFORD PROPERTIES, LLC, AS RECORDED IN DOCUMENT #2024-03028 OF THE CAPE GIRARDEAU COUNTY, MISSOURI RECORDS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERN LINE OF LOT 70 OF SAID "TERRACE PARK ESTATES" WITH THE NORTHEASTERN LINE OF WEST DEERWOOD DRIVE (60 FEET WIDE); THENCE ALONG SAID SOUTHEASTERN LINE OF LOT 70, NORTH 40 DEGREES 37 MINUTES 47 SECONDS EAST, 20.00 FEET TO A POINT; THENCE LEAVING SAID SOUTHEASTERN LINE OF LOT 70, SOUTH 49 DEGREES 22 MINUTES 13 SECONDS EAST, 10.00 FEET TO A POINT; THENCE SOUTH 40 DEGREES 37 MINUTES 47 SECONDS WEST, 20.00 FEET TO SAID NORTHEASTERN LINE OF WEST DEERWOOD DRIVE; THENCE ALONG SAID NORTHEASTERN LINE OF WEST DEERWOOD DRIVE, NORTH 49 DEGREES 22 MINUTES 13 SECONDS WEST, 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 200 SQUARE FEET OR 0.005 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 have executed this easement this 31st day of January, 2025.

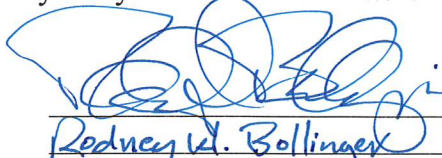
ALFORD PROPERTIES, LLC


Rodney Alford, Member

STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU) ss.

On this 31st day of January, 2025, before me personally appeared Rodney Alford, to me known, who, being by me first duly sworn, did say that he is a member of Alford Properties, 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 corporation by authority of its membership; and that he 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.


Rodney W. Bollinger, Notary Public
State of Missouri
County of Cape Girardeau

My term expires: May 13, 2028

