

Ret.to: Union Electric Co.  
500 E. Broadway- E St L. Ill.

**EASEMENT (E)**

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62202

KNOW ALL MEN BY THESE PRESENTS, that Bank of Cahokia

\$5.00 PAID

its heirs, successors and assigns hereinafter referred to as Grantor, whether one or more and whether an individual, individuals, or a corporation, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto UNION ELECTRIC COMPANY, a Missouri corporation, its successors, assigns, licenses, agents, lessees, contractors, sub-contractors and tenants (hereinafter referred to as "Grantee"), the perpetual right and easement to construct, reconstruct, use, operate, maintain, add to the number of and patrol an electric or telephone and communication line or lines, or both, consisting of poles, guys, anchors, wires, cables, fixtures, and appurtenances thereto, including transformers, on, over, across, or under the following described land, to-wit:

Lot 52 and part of Lot 53, Block 2 of Godin's Subdivision of part of Lot 213, Surveys 62, 63 and 64, "Commonfields of Cahokia", St. Clair, Co. Illinois reference being had to the plat thereof recorded at the St. Clair County Recorder's Office in Book of Plats "W" on pages 49 and 50, and more particularly described in Deed thereof recorded at said Recorder's Office on September 9, 1962 in Book 1803 on page 487. Excepting that part conveyed to the County of St. Clair by Warranty Deed dated September 29, 1975 being described as follows to-wit:

Parcel 1 - A part of Lot No. 53 in Block No. 2 of "Godin's Subdivision of part of Lot 213, Surveys 62, 63 and 64, "Commonfields of Cahokia", St. Clair County, Illinois"; reference being had to the plat thereof recorded in the Recorder's Office of said County in Book of Plats "W" on pages 49 and 50; being more particularly described as follows:

Beginning at the most westerly corner of said Lot No. 53; thence in a northeasterly direction along the northeasterly line of said Lot No. 53, a distance of 52.5 feet; thence in a southeasterly direction a distance of 29.5 feet, to a point that is 27 feet northeastward of the proposed centerline of relocated County Highway 62; reference being had to the plat thereof recorded in said Recorder's Office in Book of Plats "64" on page 171; thence in a southeasterly direction, 27 feet from and concentric with said centerline, to a point in the southeasterly line of said Lot No. 53; thence in a northwesterly direction along said southeasterly line, a distance of 121.4 feet, more or less, to the point of beginning; containing 1650 square feet, more or less.

Parcel 2 - A part of Lot No. 213 of the "Cahokia Commonfields"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats "G" on pages 16 and 17, lying on the southeasterly side of what is known as the Upper Cahokia Wagon Road, being more particularly described as all that said part of Lot No. 213 lying northwesterly of a line that is 25 feet southeasterly of & parallel to the centerline of said Upper Cahokia Wagon Road; containing 1282 square feet, more or less.

The easement herein granted shall be the West ten (10) feet of the Westerly corner of said premises, the centerline of which shall extend Northerly from a point on the Southwest line being twenty (20) feet Southeast of the most Westerly corner to a point on the North line being the most Northwesterly corner.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

The easement hereby granted includes the right of ingress and egress to and over the above described premises and the premises of Grantor adjoining the same, for all purposes herein stated, together with the right to trim or cut down or cause to be trimmed or cut down at any time and from time to time, any and all brush, saplings, trees, over-hanging branches or other obstructions upon said premises and the premises of Grantor adjoining the same which may be deemed to interfere with the construction, maintenance or use of, or endanger the safety of, said line or lines; and the right to license, permit or otherwise agree to the use or occupancy of said line or lines by any other person, association or corporation for electric, telephone and communication purposes; and with the further right to remove at any time any or all of the said line or lines, and appurtenances thereto, erected upon, over or under said land by virtue hereof.

Grantor, for itself, its heirs, successors and assigns, does hereby warrant and covenant unto Grantee (1) that it is the owner of the above described land and has full right and authority validly to grant this easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that it will not create or permit any obstruction of any kind or character that will interfere with the successful operation and maintenance of said line or lines for any of the purposes aforesaid.

IN WITNESS WHEREOF, \_\_\_\_\_ have hereto set \_\_\_\_\_ hand \_\_\_\_\_ and seal \_\_\_\_\_ at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

WITNESS:

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IN WITNESS WHEREOF, said Bank of Cahokia \_\_\_\_\_ has caused these presents to be signed by its \_\_\_\_\_ president and the corporate seal hereunto affixed at Cahokia, Illinois this 18 day of January 1976

ATTEST:

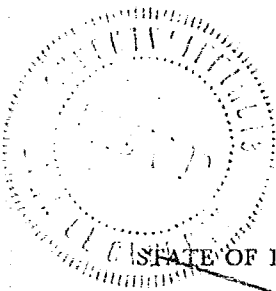
*Herbert A. Buse*  
Secretary.

Bank of Cahokia

*Ray J. Stata*  
President.

Individual Signature Corporate Signature





Husband & Wife

STATE OF ILLINOIS,  
\_\_\_\_\_ of \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_ his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My Commission expires \_\_\_\_\_

Notary Public

Single Individuals

STATE OF ILLINOIS,  
\_\_\_\_\_ of \_\_\_\_\_ } ss.

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed and the said \_\_\_\_\_ further declared \_\_\_\_\_ to be single and unmarried.

My Commission expires \_\_\_\_\_

Notary Public

Witness

STATE OF ILLINOIS,  
\_\_\_\_\_ of \_\_\_\_\_ } ss.

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person whose name is subscribed to the foregoing instrument as a witness thereto, who being by me first duly sworn upon his oath stated that he saw \_\_\_\_\_ the part \_\_\_\_\_ named in said instrument, subscribe \_\_\_\_\_ name thereto upon the day of the date thereof and heard the said part \_\_\_\_\_ acknowledge that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed, and that the person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to such instrument as part thereto \_\_\_\_\_ the person \_\_\_\_\_ who executed the same, and that said \_\_\_\_\_ subscribed his name to such instrument as a witness thereof at the time of the execution of said instrument and with the knowledge and consent of the part \_\_\_\_\_ executing the same.

My Commission expires \_\_\_\_\_

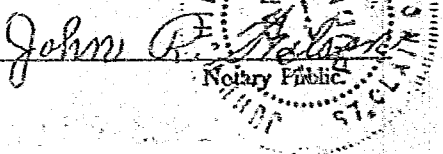
Notary Public

Corporation

STATE OF ILLINOIS,  
County \_\_\_\_\_ of St. Clair } ss.

On this 18 day of FEBRUARY, 19 76, before me appeared Richard Hutchens to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_ Bank of Cahokia and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Richard Hutchens acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires \_\_\_\_\_



My Commission Expires Dec. 6, 1977.