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STATE OF MISSOURI )  
COUNTY OF ST. CHARLES ) SS.

On this 12th day of September, 1960 before me personally appeared Arthur A. Schaefer and Lena Schaefer, 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.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in St. Charles, Missouri the day and year first above written.

My term of office as a Notary Public will expire 1/11/61.

*Verdell Bomer*  
Notary Public

Filed for record the 17th day of January A.D., 1961 at 9 o'clock - minutes A.M.  
*Louis J. Weber* Deputy      *Ernest E. Paule*  
Recorder of Deeds

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STREET AND SIDEWALK EASEMENT

THIS INDENTURE made and entered into this 2d day of DECEMBER 1960, by and between THE MOUNT ZION BAPTIST CHURCH OF ST. CHARLES, MISSOURI, A corporation, hereinafter called grantor, and the City of St. Charles, Missouri, a Municipal Corporation, hereinafter called grantee, WITNESSETH:

Whereas, the grantor is the owner of the following described parcel of real estate lying, being and situated in the City of St. Charles, Missouri to-wit:

Part of City Square Number 130, beginning at the corner of Clay and Fifth Streets in said City of St. Charles, thence South 21° West with Fifth Street 150 feet; thence South 69° East with a line parallel with Clay Street 50 feet, thence North 21° East parallel with Fifth Street 150 feet to Clay Street, thence North 0° West with Clay Street 50 feet to the place of beginning.

and

Whereas the said grantee desires and intends to alter, modify, change and widen the intersection of Fifth and Clay Streets in the City of St. Charles, Missouri.

Now Therefore, in consideration of the sum of one dollar and other valuable consideration in hand paid by grantee to grantor, the receipt and sufficiency of which is hereby acknowledged and confessed by the grantor, the grantor does by these presents give and grant a perpetual license and easement to the said grantee on over and along the following described parcel of real estate which forms a part of the above described parcel of real estate

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for the purpose of building, constructing, creating, maintaining, repairing and relaying a public street and roadway and all necessary curbs and gutters incident to said use, the parcel over which this easement is to run and apply being particularly described as follows:

Commencing at the intersection of the East line of the real estate described above and the South curb line of Clay Street in the City of St. Charles, Missouri; thence North 69° West along the South curb line of Clay Street a distance of 40 feet to a point on said curb line which is the beginning point of the street easement herein conveyed; thence North 69° West a distance of 20 feet to a point; thence South 21° West a distance of 20 feet to a point; thence back to the place of beginning along an arc 31.42 feet in length which arc has a radius of 20 feet in length and which arc has a chord 28.28 feet in length.

Also the grantor does give and grant a perpetual license and easement to the said grantee on over and along the following described parcel of real estate which form a part of the parcel of real estate first described above, for the purposes of building, constructing, creating, maintaining, repairing and relaying a public side walk, the parcel over which this sidewalk easement is to run being more particularly described as follows:

Commencing at the intersection of the East line of the parcel of real estate first described above and the South curb line of Clay Street in the City of St. Charles Missouri; thence North 69° West along the South curb line of Clay Street a distance of 40 feet to a point which is the beginning point of the sidewalk easement herein conveyed; thence along an arc to the East curb line of Fifth Street, which arc is 31.42 feet in length and which arc has a chord 28.28 feet in length and a radius 20 feet in length; thence Eastwardly along a line parallel with the South curb line of Clay Street, a distance of 8 feet to a point; thence along an arc 21.99 feet in length having a chord 19.799 feet in length and a radius of 14 feet in length which arc terminates on the Southern edge of a sidewalk situated along the Northern side of the real estate on which the easement lies; thence to the place of beginning of this easement.

TO HAVE AND TO HOLD said easements right and rights of way unto the said grantee, its successors and assigns forever. These easements shall at all times be deemed to be and shall be, a continuing covenant running with the land on which said easements are situated and shall be binding upon the successors and assigns of the grantors herein.

In Witness Whereof, the parties have hereunto set their hands this 28th day of DECEMBER, 1962.

THE MOUNT ZION BAPTIST CHURCH OF ST. CHARLES, MISSOURI, A Corporation

Pastor Rev. Paul [Signature]

[Signature]  
President and Chairman of the Board of Deacons

Attest: Murcell Johnson Secretary  
GRANTOR

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CITY OF ST. CHARLES MISSOURI, A MUNICIPAL CORPORATION

By J.L. Harrington D.O.  
MAYOR

Attest: F.R. [Signature]  
City Clerk

STATE OF MISSOURI )  
COUNTY OF ST. CHARLES ) SS.

On this 21 day of December, 1960, before me personally appeared CHASE ROBINSON to me known personally, who being by me duly sworn did say that he is the PRESIDENT of THE MOUNT ZION BAPTIST CHURCH OF ST. CHARLES MISSOURI, A Corporation of the State of Missouri, and the said instrument was signed on behalf of said Corporation by authority of its BOARD OF DIRECTORS AND BOARD OF DEACONS and said CHASE ROBINSON acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in ST. CHARLES, MISSOURI the day and year first above written.



[Signature]  
Notary Public

My Commission Expires October 14, 1961.

STATE OF MISSOURI )  
COUNTY OF ST. CHARLES ) SS.

On this 21 day of December, 1960, before me personally appeared Reverend Daniel Hughes to me known personally, who being by me duly sworn did say that he is the pastor of the Mount Zion Baptist Church of St. Charles, Missouri, a Corporation of the State of Missouri, and the said instrument was signed on behalf of said Corporation by authority of its Board of Directors and Board of Deacons and said Reverend Daniel Hughes acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in St. Charles, Missouri the day and year first above written.



[Signature]  
Notary Public

My Commission Expires October 14, 1961

Filed for record the 17<sup>th</sup> day of January A.D. 1961 at 9 o'clock 11 minutes A.M.  
Lois J. Weber Deputy Ernest E. Pauls  
Recorder of Deeds

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