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CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, Missouri
BY: JJAMES

TEMPORARY CONSTRUCTION EASEMENT

C08-146

THIS EASEMENT AGREEMENT, made and entered into this 7th day of August, 2008, by and between, Regions Bank, an Alabama State Banking Corporation, successor by merger to First National Bank of St. Charles (the "Grantor"), and the City of Saint Charles, Missouri (the "Grantee"), a Municipal Corporation of the State of Missouri. The mailing address of the Grantee is 200 North 2nd Street, St. Charles, Missouri 63301. The address of the property is 423 1st Capitol Dr., St. Charles MO, 63301. The Grantor's mailing address is 250 Riverchase Parkway, Suite 600, Birmingham, AL 35244.

WITNESSETH:

For and in consideration of the sum of Ten and NO/100 Dollars (\$10.00), and other good and valuable consideration, delivered to Grantors by Grantee, the Grantors, do by these presents, under the terms hereinafter set forth, give and grant to Grantee a temporary construction easement, for construction and any necessary appurtenances thereto, on, over, along and across the following described parcel of real estate:

Being the same real estate recorded in the Recorder's Office of St. Charles County, Missouri, in Book 672, Page 214.

The Temporary Construction Easement herein granted is more particularly described as follows:

See Exhibit A attached hereto and made a part hereof, hereinafter the "Easement Area."

It is specifically understood by the Grantors and Grantee that the temporary construction easement herein granted is for the purpose of making cuts, fills and sloping embankments along the North Fifth Street Corridor Improvements Project and for providing working room for construction of the North Fifth Street Corridor Improvements Project and related improvements. Notwithstanding the foregoing, the scope of this temporary construction easement shall not include the right to stage or otherwise store any material or equipment on the property of Grantor or within the Easement Area.



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First National Bank of St. Charles
North Fifth Street Corridor
Improvements Project Phase 1

The Grantee covenants and agrees that as part of the construction of the North Fifth Street Corridor Improvements Project that it will restore, at Grantor's expense, the Easement Area and other affected portions of Grantor's property to the condition existing on the date hereof whenever said property shall be disturbed by Grantee as a result of this temporary construction easement. Said restoration shall include the creation of a new slope, the proper backfill of all excavations to the extent practicable, the removal of all trees and shrubs located within the grading limits, the removal and replacement of all fences on or across the temporary construction easement, and fine grading and sodding of all disturbed ground area.

The Grantors covenant and agree that they will not erect any structures, fences or landscaping on the temporary construction easement herein granted prior to the release of the temporary construction easement. The Grantor shall be responsible for maintaining sodded and/or seeded areas once vegetation is established.

This temporary construction easement herein granted shall cease and terminate 30 days after the construction work on North Fifth Street Corridor Improvements Project is accepted by the City of St. Charles, Missouri.

Grantee agrees that any use of the Easement Area shall be performed with as little interference as possible with Grantors' use and enjoyment of the property. Grantee shall ensure that the Grantor has full access to its property throughout the term of this temporary construction easement. Grantee also agrees that it shall not cause any encumbrance, judgment or other lien against the Easement Area or Grantors' property as a whole. In the event such a lien, judgment or other encumbrance is recorded against Grantors' property as a whole as a result of the temporary construction easement, Grantor may elect to force Grantee to remove such indebtedness by suit in which event Grantors shall be entitled to recover its reasonable attorneys' fees and court costs from Grantee, including any necessary appeals.

To the extent permitted by law, Grantee shall indemnify, defend and hold harmless from and against any and all damages or liability incurred by Grantor resulting from or incidental to Grantee's use of the Easement Area during the term of the temporary construction easement.

[Signature page follows]



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First National Bank of St. Charles
North Fifth Street Corridor
Improvements Project Phase 1
Signature Page

Signed and executed the day and year first above written.

Regions Bank, an Alabama state banking corporation,
successor by merger to First National Bank of St. Charles

By: Jonathan T. Tucker

Print: Jonathan T. Tucker

Title: Vice President

CITY OF ST. CHARLES, MISSOURI

Patricia M. York 8/19/08
By: Patricia M. York, Mayor Date

Attest:

Marilyn K. McCoy
City Clerk





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First National Bank of St. Charles
North Fifth Street Corridor
Improvements Project Phase 1
Notary Page

STATE OF ALABAMA)
) SS
COUNTY OF Shelby)

On this 7th day of August, 2008, before me appeared Sonathan T. Tucker, to me personally known who, being by me duly sworn, did say that he is the Vice President of Regions Bank, an Alabama state banking corporation, successor by merger to First National Bank of St. Charles, and that the foregoing instrument was signed on behalf of said corporation by authority of its directors, and he acknowledged said instrument to be the free act and deed of said corporation.

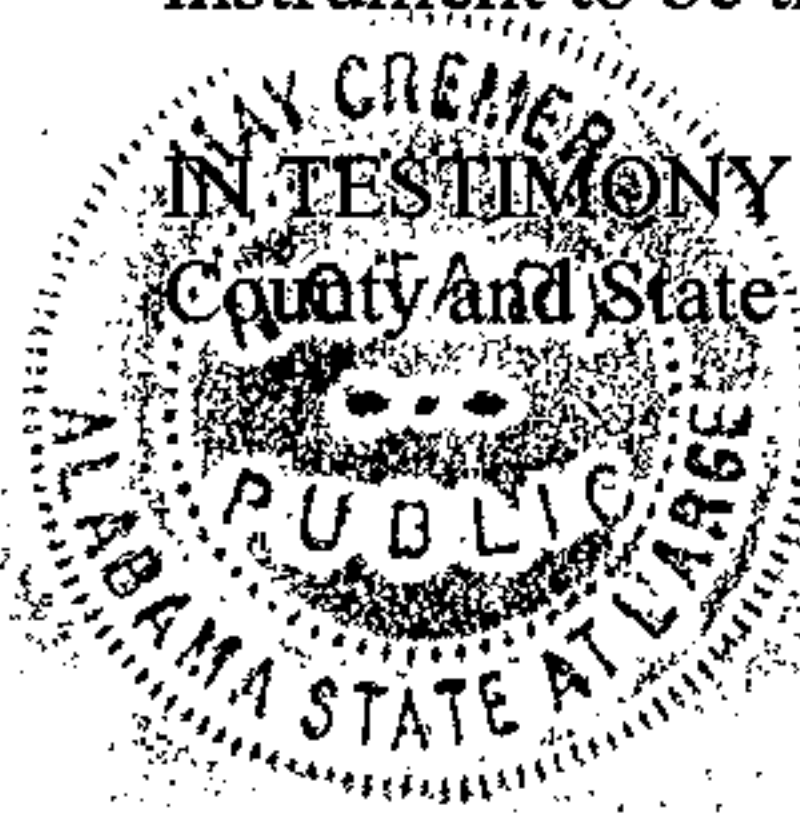
IN TESTIMONY

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

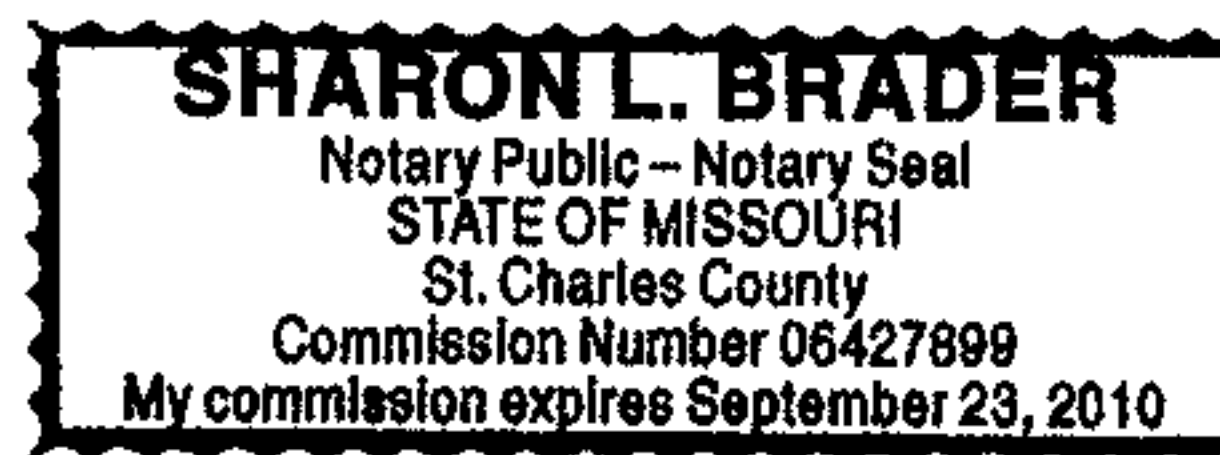
County and state

Mary Cremer

Notary Public



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



On this 19th day of August, 2008 before me personally appeared PATRICIA M. YORK, to me personally know to be the mayor of the City of St. Charles, acknowledged that she executed the same for the purposes therein contained.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Sharon L. Brader

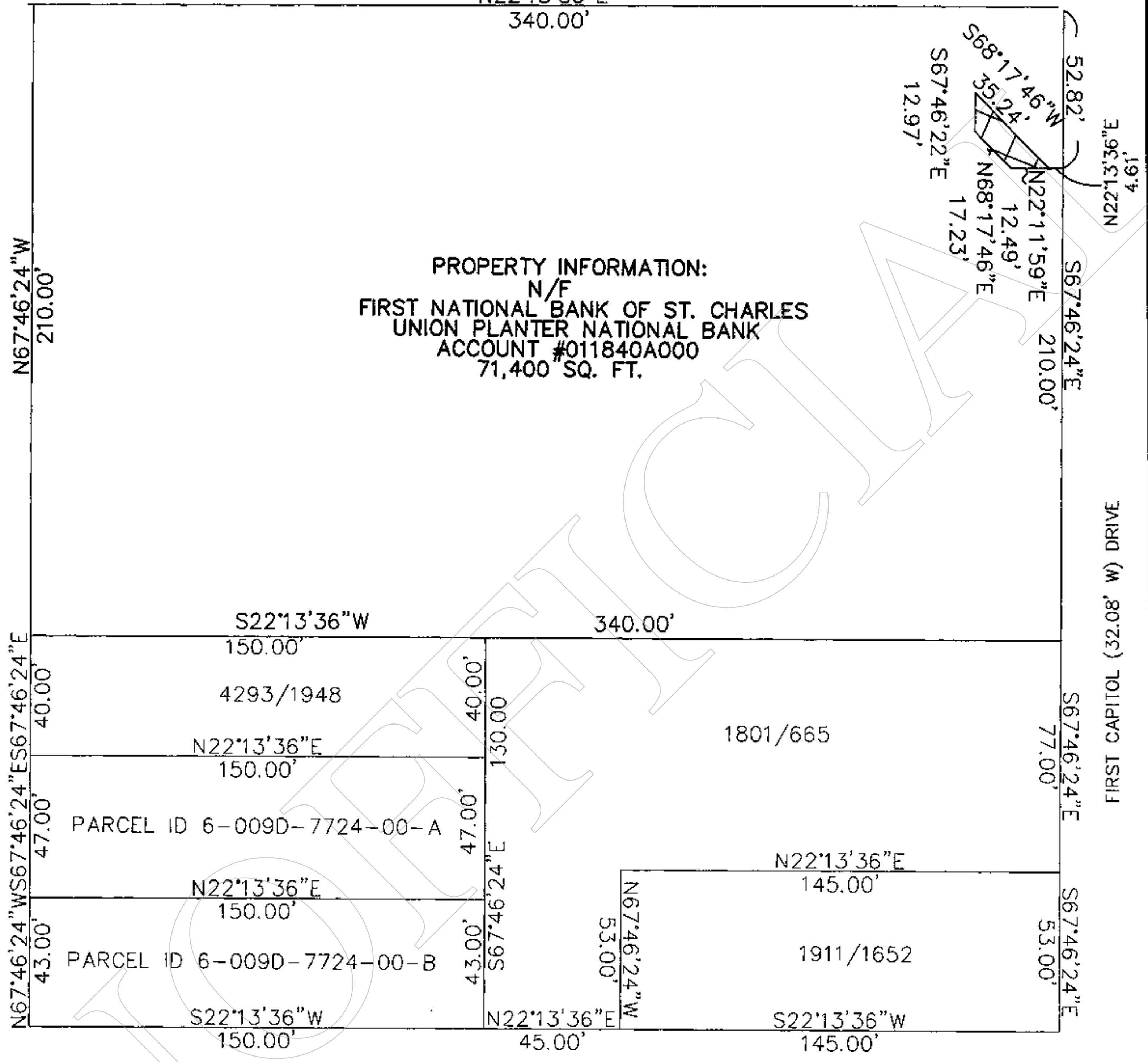
Notary Public



EASEMENT PLAT

5TH STREET

N22°13'36"E
 340.00'



PROPERTY INFORMATION:
 N/F
 FIRST NATIONAL BANK OF ST. CHARLES
 UNION PLANTER NATIONAL BANK
 ACCOUNT #011840A000
 71,400 SQ. FT.

N67°46'24"W 210.00'
 N67°46'24"WS67°46'24"ES67°46'24"E 42.97'
 40.00'
 47.00'
 43.00'

S22°13'36"W

340.00'

150.00'

4293/1948

N22°13'36"E

150.00'

PARCEL ID 6-009D-7724-00-A

N22°13'36"E

150.00'

PARCEL ID 6-009D-7724-00-B

S22°13'36"W

150.00'

N22°13'36"E
 45.00'

1801/665

N22°13'36"E
 145.00'

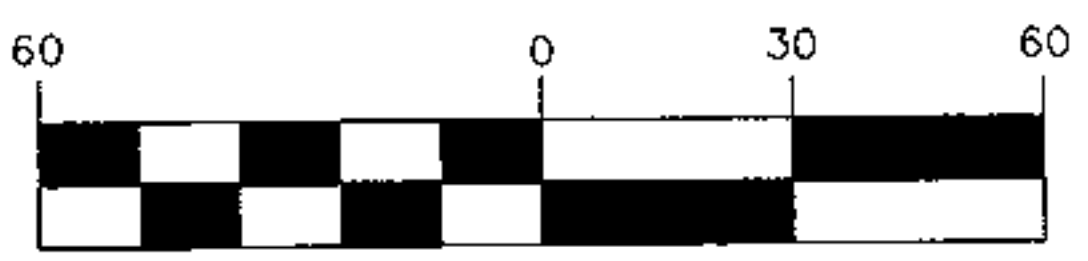
1911/1652

S22°13'36"W
 145.00'

52.82'
 3.96'
 1.94'
 N22°13'36"E
 S67°46'24"E 210.00'
 S67°46'24"E
 77.00'
 S67°46'24"E
 53.00'

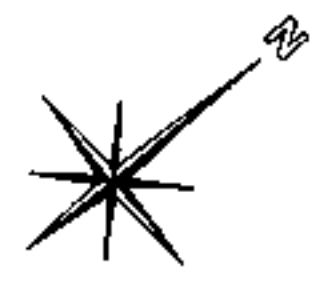
FIRST CAPITOL (32.08' W) DRIVE

GRAPHIC SCALE



(IN FEET)

1 inch = 60 ft.



71,400 SQ. FT. TOTAL AREA
 236 SQ. FT. T.C.E.

EXHIBIT "A"

INITIAL:

EASEMENT PLAT

TEMPORARY CONSTRUCTION EASEMENT

PART OF BLOCK NO. 130

CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI