

8  
L-8  
S-4  
E-8



20140707000353520 ESMT  
Bk:DE6209 Pg:2144  
07/07/2014 08:07:34 AM 1/8

CERTIFIED-FILED FOR RECORD  
Barbara J. Hall  
Recorder of Deeds  
St. Charles County, Missouri  
BY:DCRAWFORD \$42.00

TEMPORARY CONSTRUCTION EASEMENT

C14-258

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement"), made and entered into this 30<sup>th</sup> day of June, 2014, by and between **Regions Bank** (the "Grantor"), an Alabama state banking corporation, f/k/a First National Bank of St. Charles, whose address for notice purposes is 250 Riverchase Parkway, Suite 600, Birmingham, Alabama, Attention: Portfolio Administration, and the **City of Saint Charles, Missouri** (the "Grantee"), a Municipal corporation of the State of Missouri, whose address for notice purposes is 200 North 2nd Street, St. Charles, Missouri 63301. The address of the property is 423 1<sup>st</sup> Capitol Dr., St. Charles MO, 63301.

WITNESSETH:

For and in consideration of the sum of Ten and NO/100 Dollars (\$10.00), and other good and valuable consideration, delivered to Grantor by Grantee, the Grantor, does 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 a portion of that certain real estate which is identified in the Recorder's Office of St. Charles County, Missouri, in Book 672, Page 214 (the "Grantor's Property"), with the specific location of the temporary construction easement area being identified on Exhibit A attached hereto (the "Easement Area").

It is specifically understood by the Grantor and Grantee that the temporary construction easement herein granted is for the purpose of making cuts, fills and sloping embankments along the Fifth Street Gateway Improvement Project (herein, the "Project") and for providing working room for construction of the 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.

The Grantee covenants and agrees that as part of the construction of the 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 Grantor covenants and agrees that they will not erect any structures, fences or landscaping on the temporary construction easement herein granted prior to the expiration 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 upon the earlier of (a) thirty (30) days after the construction work on Project is accepted by the City of St. Charles, Missouri; or (b) twenty-four (24) months from the date of this Agreement.

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 Grantor's Property. Grantee shall ensure that the Grantor has full access to the Grantor's 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 any portion of Grantor's Property. In the event such a lien, judgment or other encumbrance is recorded against Grantor's Property as a result of the temporary construction easement, Grantor may elect to force Grantee to remove such indebtedness by suit in which event Grantor 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.

Notwithstanding anything to the contrary in this Agreement, Grantor does not convey any land, but merely grants the rights, privileges and the easement hereinbefore set out. The Grantee, its successors and assigns, shall have the non-exclusive right to use and enjoy the Easement Area covered by the easement for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or permanent structures on or over any portion of the Easement Area. Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's property upon which the Easement Area is a part.

The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's property upon which the Easement Area is a part), and (ii) not to unreasonably interfere with Grantor's use of the Easement Area (or any other portion of the Grantor's property upon which the Easement Area is a part). Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction or maintenance within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance, it being understood and agreed that, at a minimum, any such construction and/or maintenance shall require at least seventy-two (72) hours' prior notice to the Grantor's authorized representative.



Grantee hereby acknowledges that one or more of Grantor's signs (the "Signs") is located within a portion of the Easement Area. In connection with its use and enjoyment of the rights granted in favor of Grantee, Grantee hereby agrees not to disturb the Signs located within the Easement Area or to interfere with the Grantor's right to maintain, repair and/or replace the Signs within the Easement Area.

Grantee, at Grantee's sole cost and expense, shall repair any damage to the Easement Area and any portion of the Grantor's property or any improvements located thereon, to the extent caused by the Grantee or to the extent arising from any construction and/or maintenance performed by Grantee or from the Grantee's use of said easement.

Grantor makes no warranty, covenant or representation respecting the nature of the quality of the grant of easement being hereby conveyed, it being understood and agreed that the grant of easement is hereby made subject to any and all easements, conditions, restrictions and other conditions that are of record or otherwise would be shown on a current, accurate survey of the Easement Area or by an inspection thereof, as well as taxes and assessments for the current year and all subsequent years, which are not yet due and payable.

[Signature page follows]



20140707000353520 4/8

Bk:DE6209 Pg:2147

Signed and executed the day and year first above written.

**GRANTOR:**

**REGIONS BANK,**  
an Alabama state banking corporation

By: *K. B. Perry*  
Name: *Kerth B. Perry*  
Title: *Senior Vice President*

**GRANTEE:**

**CITY OF ST. CHARLES, MISSOURI**

*Sally A. Faith* *6/3/14*  
By: Sally A. Faith, Mayor Date

Attest:

*Laura L. Whitehead*

City Clerk  
*Laura L. Whitehead*





20140707000353520 5/8

Bk: DE6209 Pg: 2148

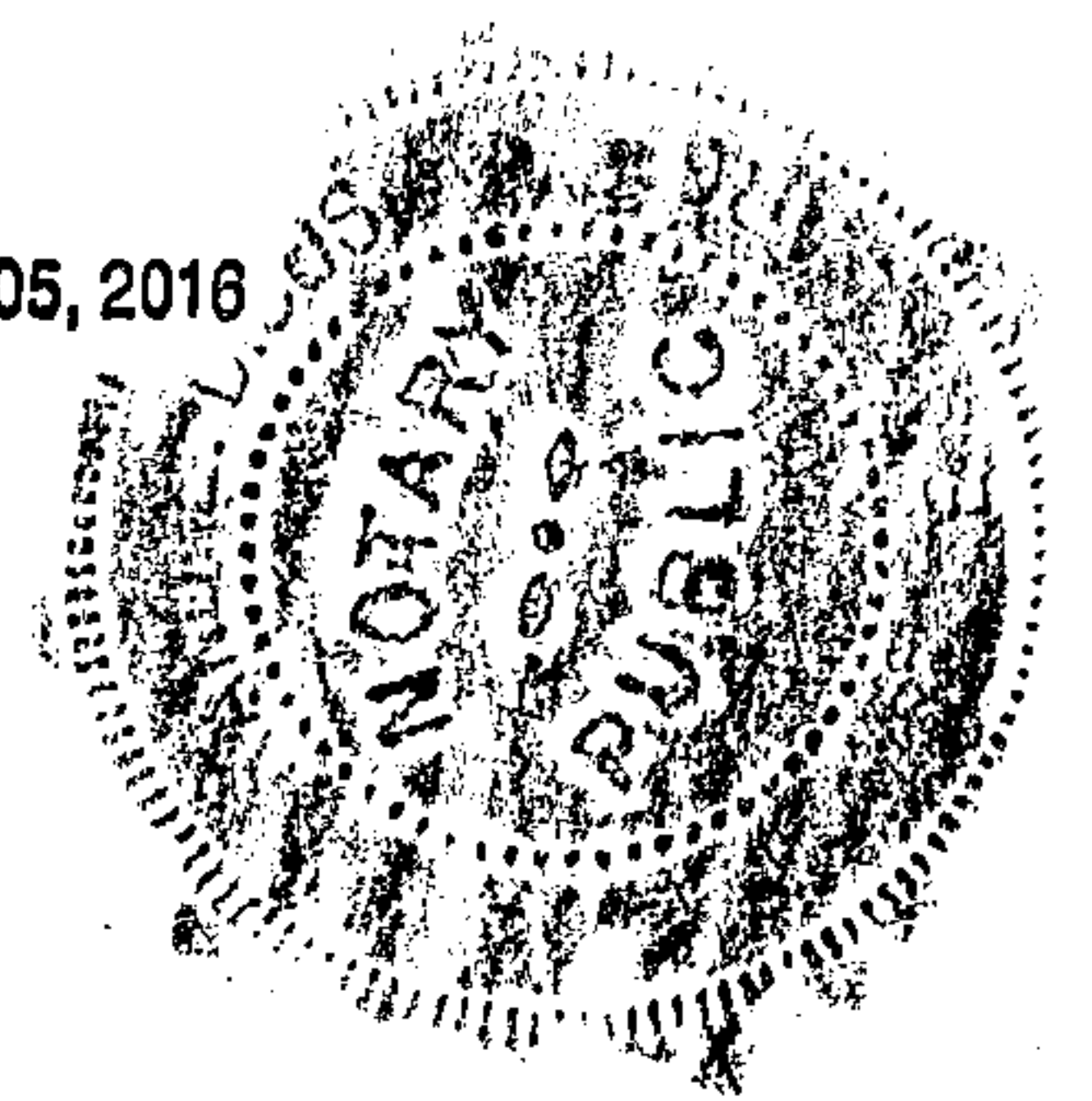
STATE OF ALABAMA )  
 ) SS  
COUNTY OF SHELBY )

On this 18 day of JUNE, 2014, before me appeared KEITH B PRESSLEY, to me personally known who, being by me duly sworn, did say that he is the SENIOR VICE PRESIDENT of **Regions Bank**, an Alabama state banking corporation, f/k/a First National Bank of St. Charles, and that the foregoing instrument was signed on behalf of said state banking corporation by authority, and he, as such officer and with full authority, acknowledged said instrument to be the free act and deed of said state banking corporation.

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.

Notary Public

**RANDI L. DICUS  
NOTARY PUBLIC  
ALABAMA STATE AT LARGE  
MY COMMISSION EXPIRES NOVEMBER 05, 2016**



UNOFFICIAL



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

On this 30<sup>th</sup> day of June, 2014, before me personally appeared Sally A. Faith, 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.

**KIMBERLY S. HUDSON**  
 Notary Public - Notary Seal  
 STATE OF MISSOURI  
 St. Charles County  
 My Commission Expires: April 18, 2015  
 Commission #11387078

*Kimberly S. Hudson*  
 \_\_\_\_\_  
 Notary Public

UNOFFICIAL



20140707000353520 7/8

**Bk:DE6209 Pg:2150**

Exhibit A

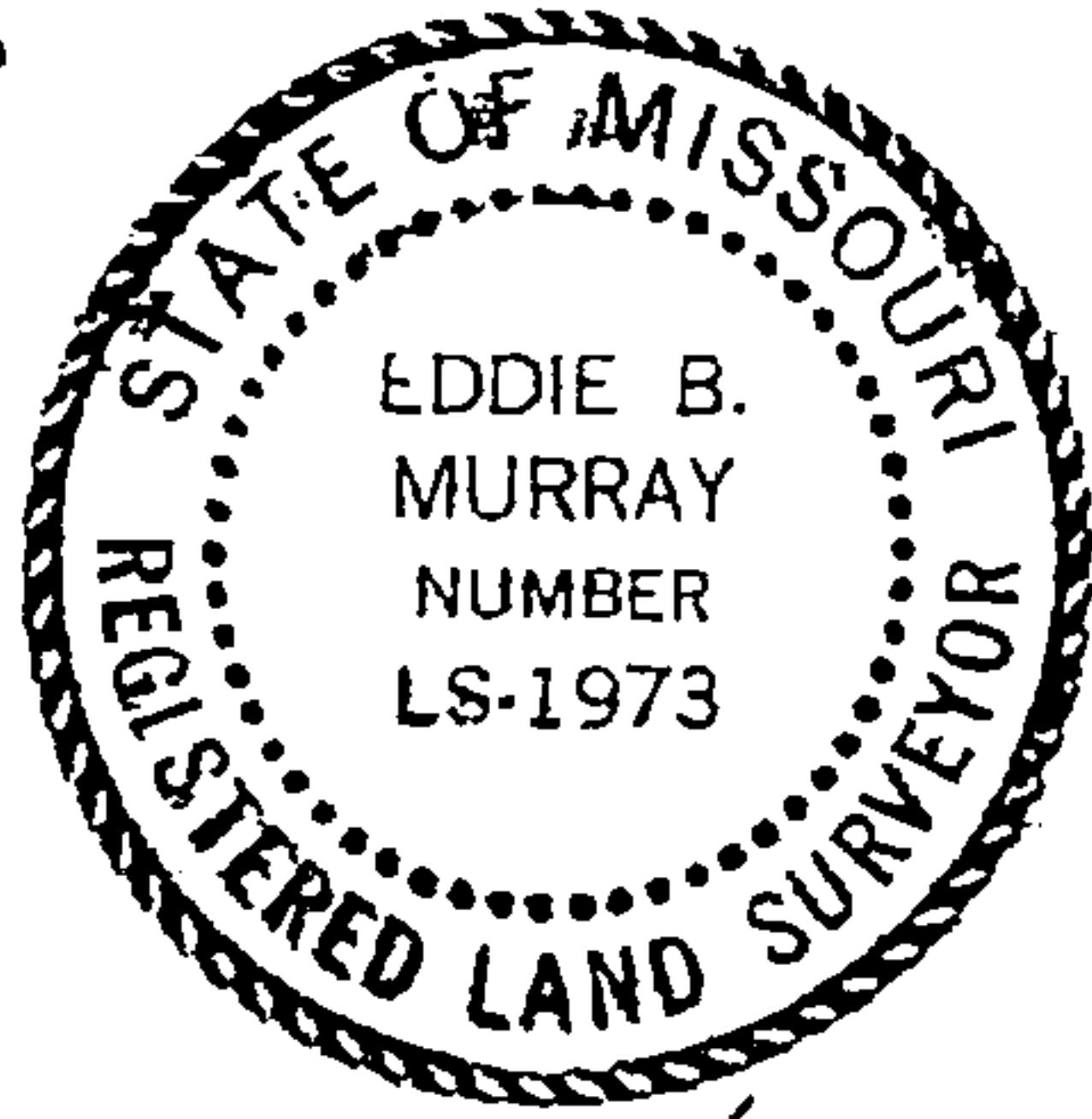
[Easement Area]

[See Attached]

UNOFFICIAL



FIFTH STREET, CITY OF ST. CHARLES  
PARCEL 5  
6/04/14



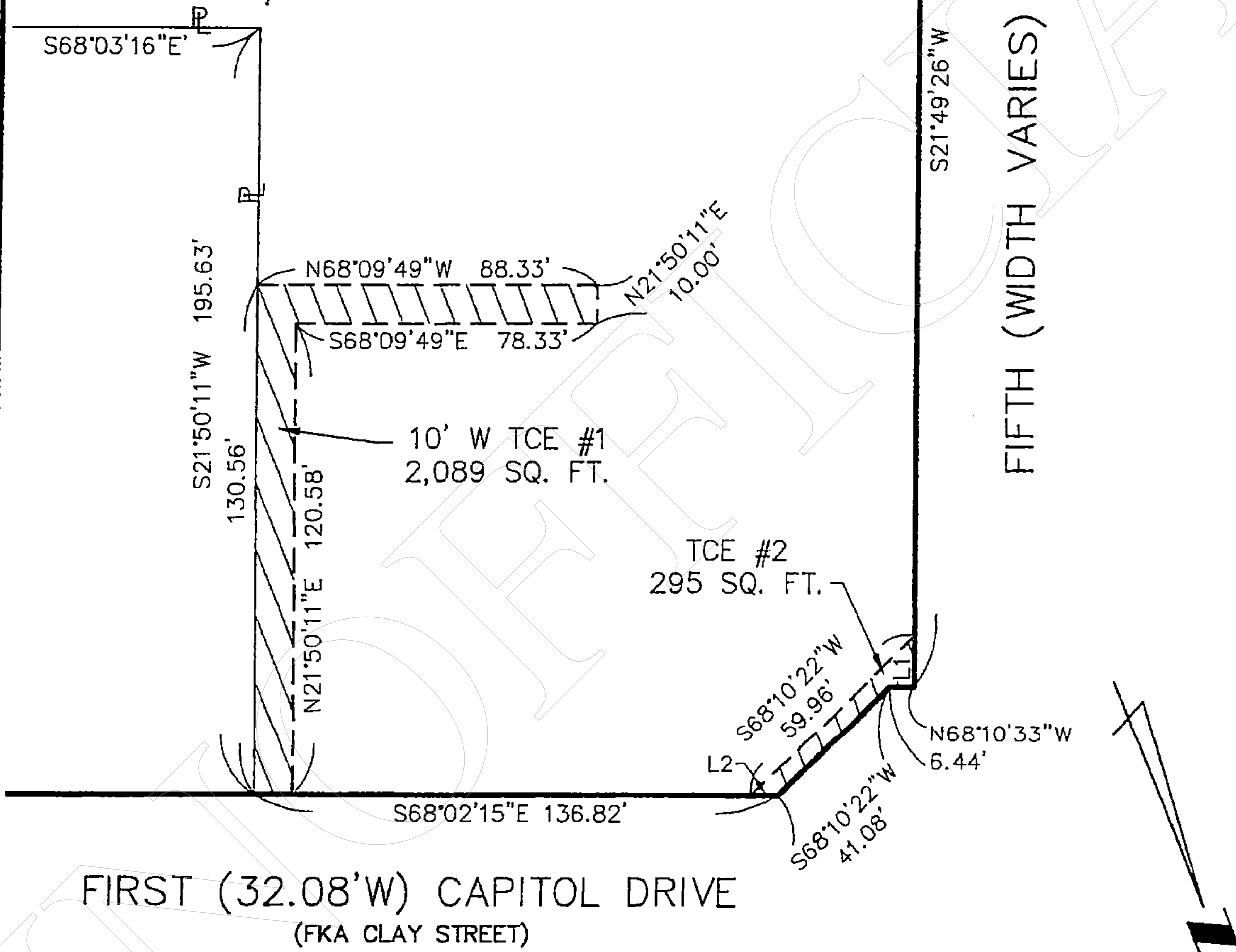
*Eddie B. Murray*  
6/4/2014

BLOCK 130

N/F  
THE FIRST NATIONAL BANK  
OF ST. LOUIS N/K/A  
REGIONS BANK  
DB 672, PG 214  
PARCEL AREA-1.45 AC.

LINE TABLE

L1 S21°49'26"W 13.05'
L2 S68°02'15"E 7.23'



FIRST (32.08'W) CAPITOL DRIVE  
(FKA CLAY STREET)

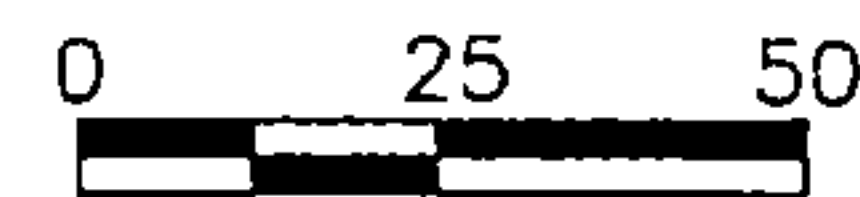
LEGEND

TCE-TEMPORARY CONSTRUCTION EASEMENT

**EXHIBIT "A"**

BASIS OF BEARINGS: GRID NORTH

SCALE: 1" = 50'



INITIAL:

EASEMENT PLAT  
PART OF BLOCK 130  
CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI