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CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, Missouri
BY: MKIMBLE \$61.00

3/4" margin

Recorder of Deeds Certificate St. Charles County Missouri

NON-STANDARD DOCUMENT

This document has been recorded and you have been charged a \$25.00 non-standard fee pursuant to RSMo 59.310.3. This is the first page of your document—DO NOT REMOVE.

ST. CHARLES COUNTY



Barbara J. Hall
Recorder of Deeds
201 North Second Street, Suite 338
St. Charles, MO 63301



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PERMANENT SIDEWALK AND UTILITY EASEMENT

CL6-433

THIS PERMANENT SIDEWALK AND UTILITY EASEMENT, (this "Agreement"), made and entered into this 29th day of July, 2016, by and between, **Regions Bank**, an Alabama state banking corporation, f/k/a First National Bank of St. Charles (the "Grantor"), and the **City of Saint Charles, Missouri**, a constitutional home rule charter city and political subdivision of the State of Missouri (the "Grantee"). The mailing address of Grantor is 250 Riverchase Parkway, 6th Floor, Birmingham, Alabama 35244, Attention: Portfolio Administration, and 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.

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 to Grantor, the Grantor, does by these presents, under the terms hereinafter set forth, give and grant to Grantee a non-exclusive permanent easement, for sidewalk and utilities and any necessary appurtenances thereto, on, over, along, under and across a portion of 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 "Grantor's Property"). The permanent sidewalk and utility easement herein granted is more particularly described as follows:

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

It is specifically understood by the Grantor and Grantee that the permanent sidewalk and utility easement herein granted is for the limited purpose of constructing, maintaining sidewalks and utilities and such other fixtures and other appurtenances normally associated therewith. Notwithstanding the foregoing, the scope of this permanent sidewalk and utility easement shall not include the right to stage or otherwise store any material or equipment on the Grantor's Property or within the Easement Area.



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The Grantor covenants and agrees that Grantor will not erect any structures, fences or landscaping within the Easement Area other than shrubbery or trees.

Grantee agrees that any use of the Easement Area shall be performed with as little interference as possible with Grantor's use and enjoyment of Grantor's Property. Grantee shall ensure that the Grantor has full access to the Grantor's Property throughout the term of this Agreement.

Grantee, its successors and assigns, shall have the non-exclusive right to use and enjoy the Easement Area covered by the easement only 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 similar structures on or over any portion of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

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), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work 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 (i) shall (except in the case of an emergency) require at least two (2) business days prior notice to the Grantor's authorized representative, and (2) shall (except in the case of an emergency) be performed (and completed) before or after normal business hours of the Grantor. No excavated dirt or debris may be left within the Easement Area. All excavated materials shall be properly disposed of by the Grantee. Grantee furthermore agrees not to store any tools, equipment or vehicles within the Easement Area at any time. Grantee hereby agrees to indemnify and hold Grantor harmless from and against the claims of all persons for damage to property or injury to or death of persons to the extent caused by Grantee's construction and/or maintenance work hereunder or the Grantee's negligent use of the easement granted herein. In addition, the Grantee, at Grantee's sole cost and expense, will restore the Easement Area to a condition as good as or better than prior to it performing any such work. Furthermore, 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, including, without limitation, any fences, driveways, drainage channels, and any other improvements, to the extent caused by the Grantee, its agents, employees, representatives, contractors, or subcontractors, 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 which are otherwise in existence) or which otherwise would be shown on a current, accurate survey of the property or by an inspection thereof.

To Have and to Hold the said Easement, together with all rights and appurtenances to the same belonging, unto the Grantee, and to its successors and assigns forever.



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Signed and executed the day and year first above written.

GRANTOR:

Regions Bank, an Alabama state banking corporation
f/k/a First National Bank of St. Charles
N/K/A Regions Bank

Name: Korey J. Cox
Print: Korey J. Cox
Title: Vice President

GRANTEE:

CITY OF ST. CHARLES, MISSOURI
a constitutional home rule charter city
and political subdivision of the State of Missouri

By: Sally A. Faith, Mayor
Date: 7/29/16 Sally A. Faith

Attest:

Kimberly Hudson
City Clerk ASST.
Kimberly Hudson





STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that, Karuy Cox whose named as the Vice President of Regions Bank, an Alabama state banking corporation, f/k/a First National Bank of St. Charles, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation on behalf of said state banking corporation.

Given under my hand and official seal, this 15 day of July, 2016.

Randi L Dicus
Notary Public

My commission expires: 11/5/2016

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



STATE OF MISSOURI)
)
COUNTY OF ST. CHARLES)

On this 29th day of July, 2016 before me personally appeared Sally A Faith, to me personally know to be the mayor of the City of St. Charles, a constitutional home rule charter city and political subdivision of the State of Missouri, 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, 2019
Commission #15387078**

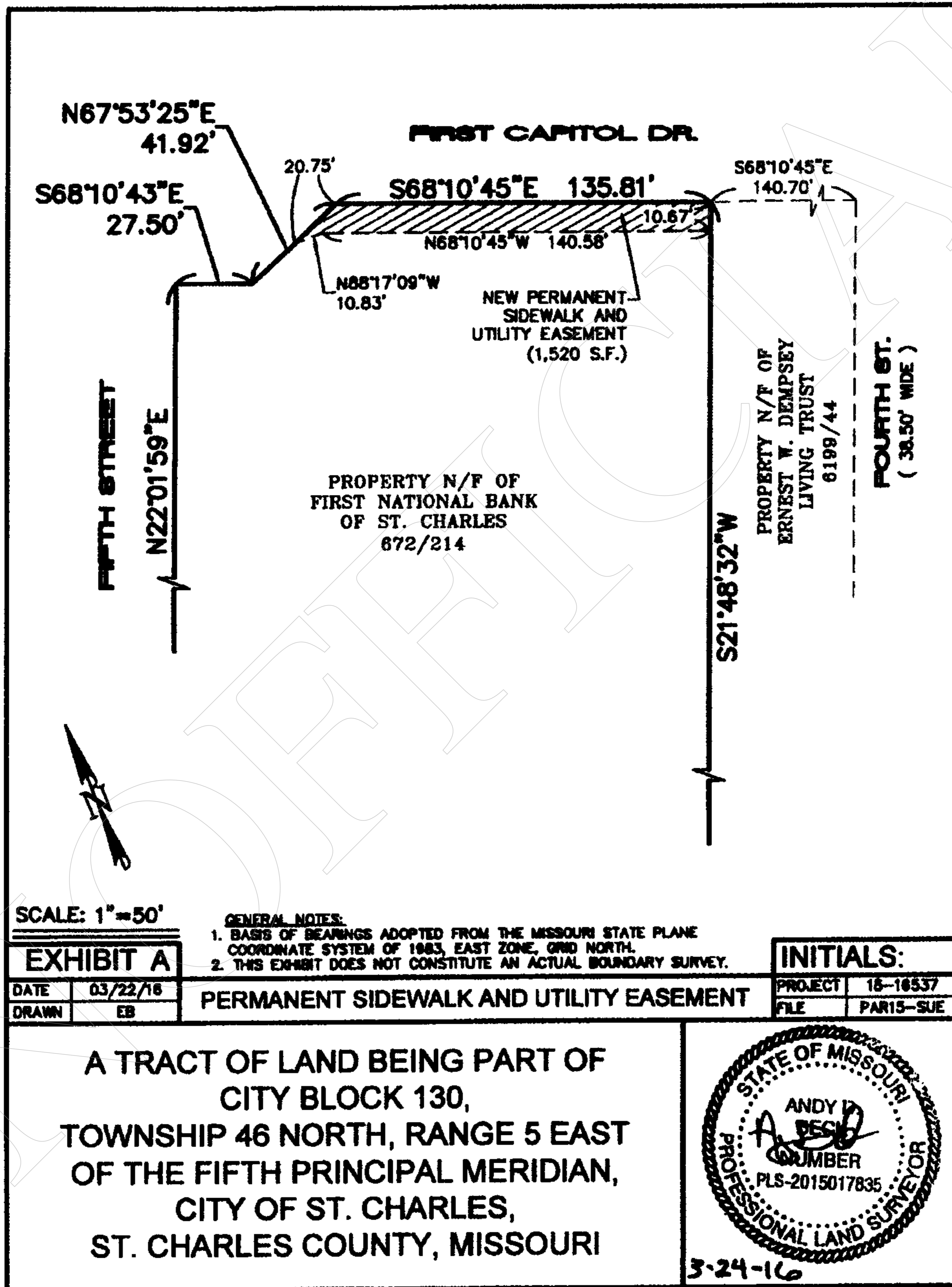
Kimberly S Hudson
Notary Public
My commission expires: April 18, 2019



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[Exhibit A]





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[Exhibit B]

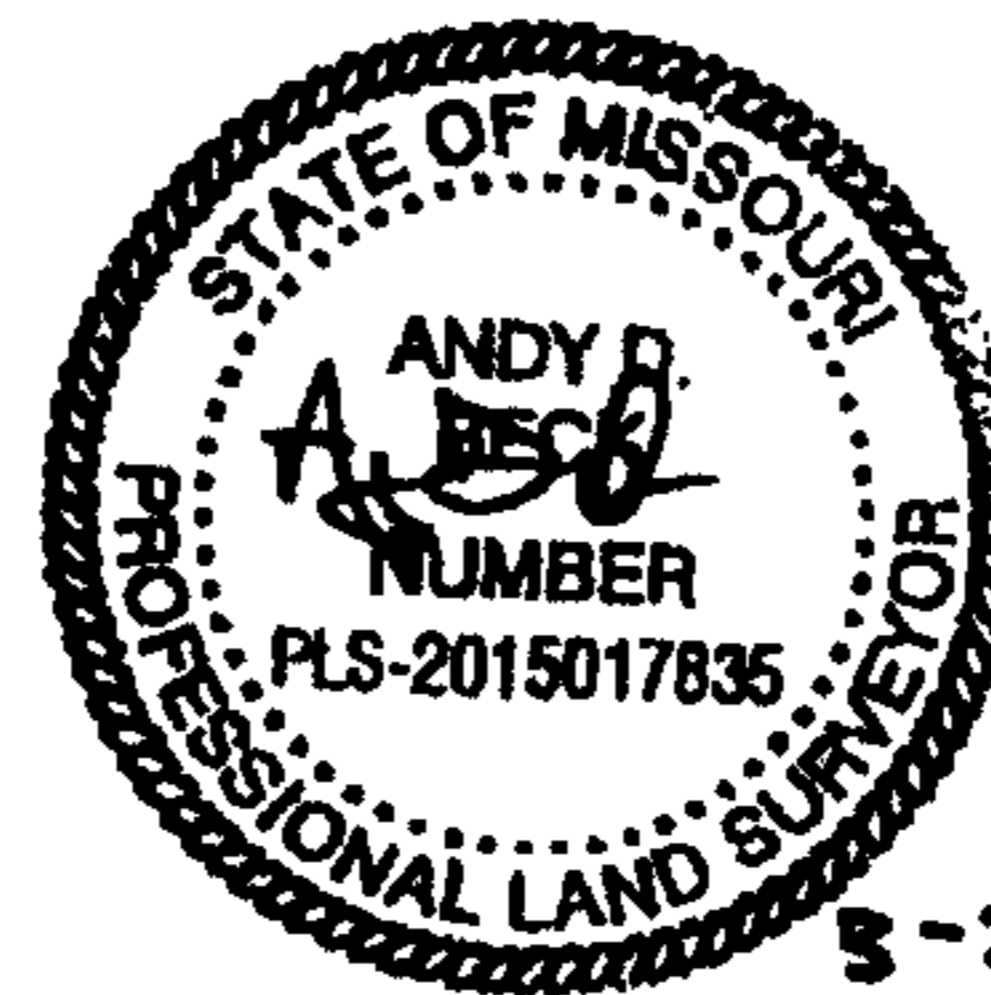
MARCH 24, 2016

AB

LAND DESCRIPTION
PARCEL 15
PERMANENT SIDEWALK AND
UTILITY EASEMENT
1,520 SQUARE FEET

A TRACT OF LAND BEING PART OF CITY BLOCK 130, TOWNSHIP 46 NORTH, RANGE 5 EAST, CITY OF ST. CHARLES, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWEST RIGHT OF WAY LINE OF FIRST CAPITOL DRIVE (32.08 FEET WIDE) WITH THE NORTHWEST RIGHT OF WAY LINE OF FOURTH STREET (38.50 FEET WIDE); THENCE NORTHWESTWARDLY ALONG SAID SOUTHWEST RIGHT OF WAY LINE OF FIRST CAPITOL DRIVE (32.08 FEET WIDE), NORTH 68 DEGREES 10 MINUTES 45 SECONDS WEST 140.70 FEET TO THE ACTUAL POINT OF BEGINNING OF THE DESCRIPTION HEREIN, ALSO BEING THE NORTHWEST LINE OF PROPERTY CONVEYED TO EARNEST W. DEMPSEY LIVING TRUST BY DEED RECORDED IN DEED BOOK 6199 PAGE 44 OF THE ST. CHARLES COUNTY RECORDS; THENCE SOUTHWESTWARDLY ALONG SAID NORTHWEST LINE OF THE DEMPSEY LIVING TRUST PROPERTY, SOUTH 21 DEGREES 48 MINUTES 32 SECONDS WEST 10.67 FEET TO A POINT; THENCE LEAVING SAID NORTHWEST LINE OF THE DEMPSEY LIVING TRUST PROPERTY, NORTH 68 DEGREES 10 MINUTES 45 SECONDS WEST 140.58 FEET TO A POINT AND NORTH 88 DEGREES 17 MINUTES 09 SECONDS WEST 10.83 FEET TO THE SOUTHEAST RIGHT OF WAY LINE OF FIFTH STREET (WIDTH VARIES); THENCE NORTHEASTWARDLY ALONG SAID SOUTHEAST RIGHT OF WAY LINE OF FIFTH STREET (WIDTH VARIES), NORTH 67 DEGREES 53 MINUTES 25 SECONDS EAST 20.75 FEET TO THE AFORESAID SOUTHWEST RIGHT OF WAY LINE OF FIRST CAPITOL DRIVE (32.08 FEET WIDE); THENCE SOUTHEASTWARDLY ALONG SAID SOUTHWEST RIGHT OF WAY LINE OF FIRST CAPITOL DRIVE (32.08 FEET WIDE), SOUTH 68 DEGREES 10 MINUTES 45 SECONDS EAST 135.81 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,520 SQUARE FEET ACCORDING TO CALCULATIONS BY BAX ENGINEERING COMPANY DURING MARCH, 2016.



3-25-16