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

*legal size paper*

# 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 MSMo 59.310.3. This is the first page of your document--DO NOT REMOVE.



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

**EASEMENT**

The undersigned, **REGIONS BANK**, an Alabama state banking corporation ("Grantor"), does hereby grant and convey to the **UNION ELECTRIC COMPANY**, d/b/a AmerenUE, a Missouri corporation ("Grantee"), a permanent non-exclusive utility easement and right-of-way over, across, under and through the hachured Easement Area shown on **Exhibit "A"**, attached hereto and incorporated herein by reference (the "Easement Area"). Said Easement Area is part of Grantor's property situated in the City of St. Charles, State of Missouri, which is more particularly described as a ten (10) foot strip of land in Lot 38, Harvestowne Plat Two, St. Charles County, Missouri; as described and recorded in Plat Book 19, Page 178 and in Deed Book 1084, Page 615 of the St. Charles County, Missouri, Records (the "Property").

This Overhang Easement is for the ingress and egress over, across, under, and through the Easement Area, and to enter upon the Easement Area for the construction, operation, maintenance, repair and/or replacement of electrical line(s) within said Easement Area. It is the intent of the parties that the location of the hachured ten (10) feet wide strip ("Easement Strip") be substantially as shown on the attached **Exhibit "A"**. Any substantial deviation or proposed relocation of such facilities shall not occur without the prior written consent of the Grantor.

Grantee hereby agrees to restore the Property and the Easement Area to the condition existing on the date of construction whenever said Property and the Easement Area shall be disturbed as a result of this Easement and the purposes of operating, maintaining, repairing and/or replacing thereof.

Grantee shall indemnify, defend and hold Grantor harmless from any damages or liability resulting from or incidental to such construction, operation, maintenance, repair and/or replacement of said Easement Area and any utilities constructed therein.

Grantee agrees that any use within the Easement Area shall be performed as to interfere as little as reasonably possible with the use and enjoyment of the Property. At no time shall access to Grantor's banking facility and/or drive thru located on the Property be hindered as a result of Grantee's use of this Easement. Grantee also agrees it shall not cause any encumbrance, judgment or other lien against the Easement Area or the Property.

Grantor shall have the full and free use of the Easement for paving, parking and driveable landscape surface; provided that Grantor does not damage Grantee's facilities.

This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and assigns.

**IN WITNESS WHEREOF**, Grantor has caused this instrument to be executed as of this 27<sup>th</sup> day of August, 2009.

Signed, sealed and delivered in the presence of:  
  
Print Name: Kathy Smithers  
Print Name: Rena Goodwin

**REGIONS BANK, an Alabama state banking Corporation**  
By: [Signature]  
Its: VICIE PRESIDENT  
  
BRENDA L. STARNES



STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a notary public in and for said county in said state, do hereby certify that Drenda Starnes, personally came before me this day and acknowledged that he (or she) is Vic. President of Regions Bank, an Alabama banking corporation, and backed by authority duly given and as the act of the said banking corporation, the foregoing instrument was signed in its name by its officer, sealed with its corporate seal, and attested by himself (or herself) as its officer.

Witness my hand and seal, this 27th day of August, 2009.



[SEAL]

May Cremer

Notary Public

(Print Name)

May Cremer

My Commission Expires: 5-4-2011

HARVESTOWNE #2  
LOT 38

PARKTOWNE DR.

EASEMENT  
EXHIBIT "A"

HARVESTOWNE INDUSTRIAL DR.

ROW

10'

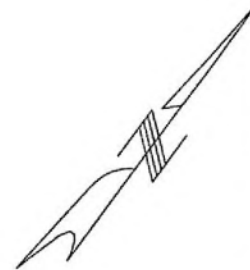
OVERHANG EASEMENT  
REQUIRED

ROW

134'±

38

PROPERTY N/F OF  
MEGA BANK OF  
ST. CHARLES CO  
1084/615  
3-0016-5173-00-38  
1416 HARVESTOWNE IND DR.



DESIGNED BY: GCS	DRAWN BY: JPS	DATE: 8-4-09	REVISION: 1	SCALE: NTS
MEGA BANK OF ST. CHARLES CO BIRMINGHAM, ALABAMA		GEOLOGICAL DESCRIPTOR: 1416 HARVESTOWNE IND DR. AMEREN WORK ORDER NUMBER SHEET 045605 1 OF 1		

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