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**CERTIFIED-FILED FOR RECORD**

**Barbara J. Hall**

Recorder of Deeds

St. Charles County, Missouri

BY: MKIMBLE \$61.00

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# Recorder of Deeds Certificate St. Charles County Missouri

## NON-STANDARD DOCUMENT

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# ST. CHARLES COUNTY

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



TEMPORARY CONSTRUCTION EASEMENT

C116-433

THIS TEMPORARY CONSTRUCTION EASEMENT, (the "Agreement made and entered into this 20th 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**, constitutional home rule charter city and political subdivision of the State of Missouri (the "Grantee"). The mailing address of the Grantor is 250 Riverchase Parkway, 6<sup>th</sup> 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 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 by Grantee to Grantor, the Grantor, does by these presents, under the terms hereinafter set forth, give and grant to Grantee a non-exclusive temporary construction easement, for construction and any necessary appurtenances thereto, on, over, along and across a portion of 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 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 Grantor and Grantee that the temporary construction easement herein granted is for the limited purpose of making cuts, fills and sloping embankments along the project commonly referred to as the "First Capitol Dr. Enhancement Project" and for providing working room for construction of the First Capitol Dr. Enhancement 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 Grantor's



property or within the Easement Area.

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 the 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.

This temporary construction easement herein granted shall cease and terminate upon the earlier of (a) two (2) years from the date of this Agreement, or (b) 30 days after the construction work within the Easement Area has been completed by Grantee. If, however, the Grantee should abandon said easement or fail to use the same for a period of six (6) consecutive months after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interest hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement crosses. 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.

To the extent permitted by applicable law, 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.

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. 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. 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.

[Signature page follows]



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





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STATE OF ALABAMA )  
 )  
COUNTY OF SHELBY )

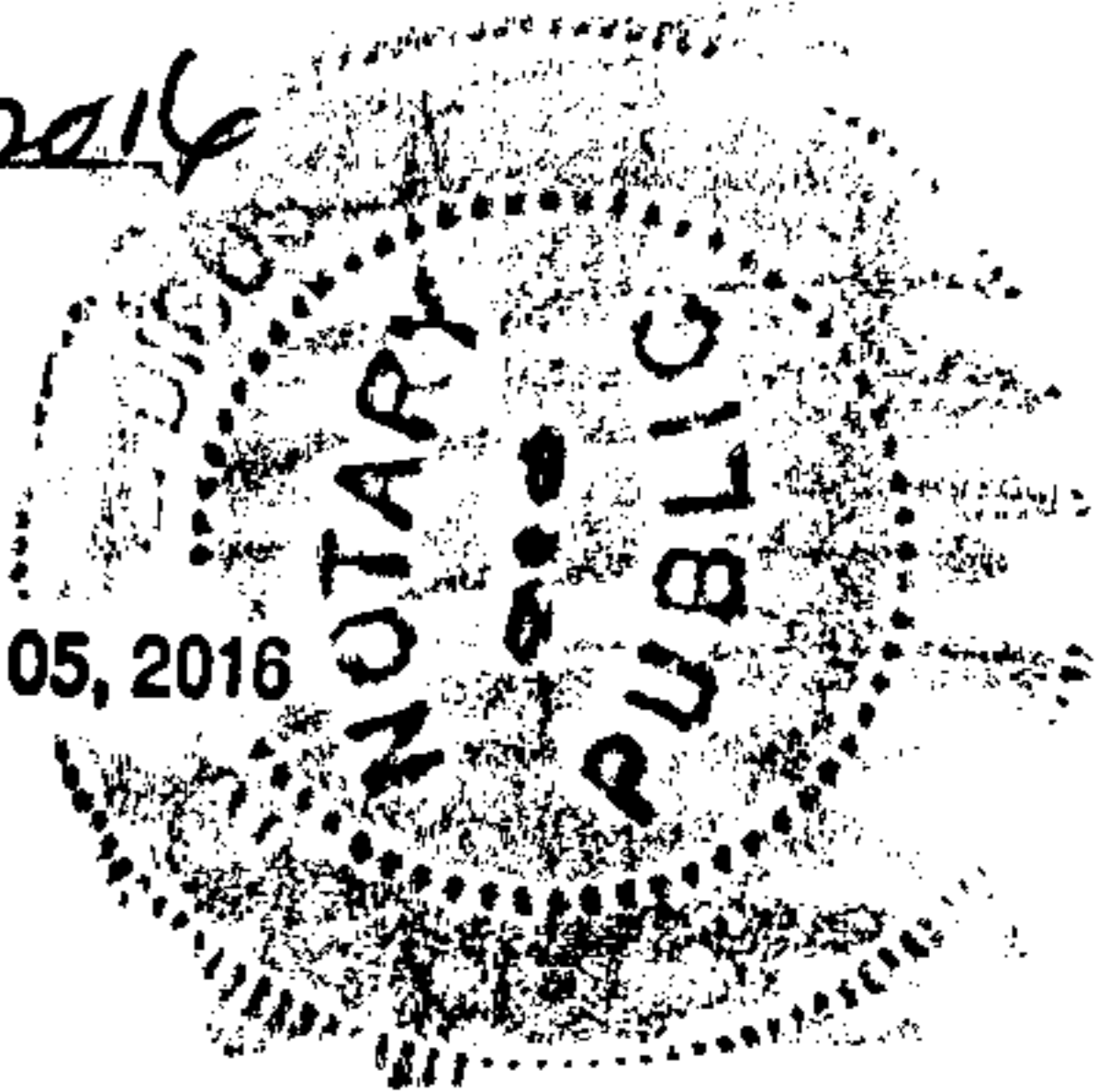
I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that, Kary Cox whose named as the Vice President of Regions Bank, an Alabama state banking corporation, f/k/a First National Bank of St. Charles, is signed to the foregoing instrument, and who is known to me, acknowledged 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. Faeth, 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

My commission expires: April 18, 2019

KIMBERLY S. HUDSON  
Notary Public - Notary Seal  
STATE OF MISSOURI  
St. Charles County  
My Commission Expires: April 18, 2019  
Commission #15387078



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[Exhibit A]

