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CERTIFIED-FILED FOR RECORD

Barbara J. Hall Recorder of Deeds

St. Charles County, Missouri

BY:GBEQUETTE

DOCUMENT TYPE:

PERMANENT STORM WATER DRAINAGE AND 12244) EC

DATE OF DOCUMENT:

August 11, 2016

GRANTOR:

JOHN P. WILEY REVOCABLE TRUST

SANITARY SEWER EASEMENT`

2862 MEXICO ROAD

O'FALLON, MISSOURI 63366

GRANTEE:

LK INVESTMENTS, I LLC

PO BOX 340

ST. PETERS, MISSOURI 63376

CITY/MUNICIPALITY:

UNINCORPORATED ST. CHARLES COUNTY, MO

LEGAL DESCRIPTION:

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, PART OF FRACTIONAL SECTION 23, ALL IN TOWNSHIP 47 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. CHARLES COUNTY, MISSOURI

REFERENCE BOOK

AND PAGE:

BOOK 1199, PAGE 1358

PERMANENT STORM WATER DRAINAGE AND SANITARY SEWER EASEMENT

KNOWN ALL MEN BY THESE PRESENTS. That on this // day of _______, 20 ______, the undersigned _______, DOHN P. WILEY REVOCABLE TRUST ("Grantor"), owner of the property described and shown on the attached Exhibit "A" incorporated herein by reference, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to it in hand paid does hereby hereby grant unto _LK INVESTMENTS I LLC , its successors, and assigns (hereinafter referred to as "Grantee"):

- (i) A non-exclusive permanent easement for grading and installation of a sanitary sewer line, storm water lines, inlets, culverts and storm water detention basin together with appurtenances thereto and siltation control in the area of the Property legally described on the attached <u>Exhibit "A"</u> incorporated herein by reference Permanent Storm Water Drainage and Sanitary Sewer Easement.
- (ii) A nonexclusive permanent easement for storm water drainage and the maintenance, repair and replacement of storm water lines, inlets, culverts within the area of the Property legally described on the attached <a href="Exhibit "A" incorporated herein by reference (the "Permanent Storm Water Drainage and Sanitary Sewer Easement") (the Permanent Sanitary Easement and Permanent Storm Water Easement are hereinafter collectively referred to as the "Permanent Easement").

(Collectively, the Permanent Storm Water Drainage and Sanitary Sewer Easement is hereinafter referred to as the "Easement").

The grant of the Easement is given upon the understanding that the following terms set forth in Paragraphs 1 through 3 below shall apply and GRANTEE, for itself, its successors, and assigns, by the execution of this Agreement herein below, expressly covenants and agrees to comply with such terms:

- In the event that Grantee, its successors or assigns shall engage an independent contractor to perform the installation of any of the work connected therewith, Grantee, its successors and assigns, shall indemnify and hold Grantor harmless from and against any mechanics or materialmen's liens in connection with such work.
- 2. Grantee, its successors, and assigns shall exercise the rights granted hereunder in compliance with all applicable governmental laws, rules, regulations, and ordinances.
- 3. Grantee, its successors and assigns, shall (i) properly backfill all excavations so as to avoid any settlement or sinking, (ii) restore the Easement Area after installation of any underground structures by regarding any disturbed areas, seeding such areas and covering such seeding with straw following completion of construction, (iii) remove all debris therefrom that is generated by the work performed by Grantee, and (iv) replace any fenced areas on or across said Easement that are removed during construction.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written:

Grantor

Print Name

ame <u>KAYHRWAA DAKAHILI</u>

Transition.

Grantee

Print Name

Title MANAGIN

MEMBIER

	STATE OF TLLINDIS SS.			
	COUNTY OF MAKEIAD			
	On this படும் day of SETTEMSER , 2016 before me personally appeared <u>கோய்குல்</u> கொல்பட்ட who being by me duly sworn did say that he/she is a trustee of නால் இய்து கொல்கு நித்த and that the foregoing instrument was signed on behalf of said trust by authority of the trustees and that said கொல்ல கொல்பட்டு கொ			
	In testimony whereof, I have set my hand and affixed my official seal in the county and state aforesaid the day and year last above written.			
	Notary Public Dergh Mosu			
gin	"OFFICIAL SEAL" Frint Name Devick Moser			
	Derick Moser Notary Public, State of Illinois My Commission Expires 2/2/2017 My Commission Expires 2/2/2017			
STATE OF Nissource ss.				
On this /24 day of Scotion has , 20 /6 before me personally appeared Leanard Kaplan who being by me duly sworn did say that he/she is a member of LK Tourstments I LC; a Limited Liability Company duly organized and existing under the laws of the state of Missing and that the foregoing instrument was signed on behalf of said Limited Liability Company by authority of its members and that said Lonard Kaplan, declared said instrument to be the free act and deed of said Limited Liability Company.				
In testimony whereof, I have set my hand and affixed my official seal in the county and state aforesaid the day and year last above written.				
	Notary Public A Liane X. Lasa Co			
	DIANE L. ROSALES Notary Public - Notary Seal St. Charles County, STATE OF MISSOURI St. Charles County, STATE OF MISSOURI			
	My Commission Expires: Oct. 19, 2018 Commission #14031880 My commission expires (1C7. 17), 2018			



Bk:DE6815 Pg:707

EASEMENT AGREEMENT AND DEED

This Easement Agreement and Deed ("Easement") made and entered into the day of O'Fallon, Missouri, Grantee.

Witnesseth: that Grantor, for and in consideration of the sum of One Dollar (\$1.00), paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said Grantee, a perpetual, non-exclusive Easement for the following purposes:

To grant access to a detention basin that services the proposed Keystone Ridge subdivision, across and through the following described real property situated in the County of St. Charles and State of Missouri, to wit:

Shown hachured on Exhibit A attached hereto and incorporated herein by reference.

The Grantor agrees that nothing shall be erected, placed, planted or allowed to grow in such a manner as to materially impede within the Grantees Emergency Access and Inspect Purposes Easement as shown on Exhibit A. Additionally, no fences shall be constructed, and nothing shall be erected, placed, planted or allowed to grow within the Emergency Access and Inspect Purposes Easement as shown on the attached Exhibit, in a manner which would materially impede the access for inspection purposes. The maintenance of the easement shall be maintained by the property owner, their successors and assigns.

The Grantor covenants to and with the Grantee that subject to existing easements and other matters of record, covering the land herein described, the Grantor is lawfully seized and possessed of said lands, has a good and lawful right and power to sell and convey the easement described herein.

To have and to hold the said Easement, together with all rights and appurtenances to the same belonging, unto the said Grantee and to its heirs and assigns forever.

In Witness Whereof, the said Grantor and Grantee has executed these presents the day and year first above written.



Grantor Guthrie Partners, LLC

By: Member Title: Member
Fereny Malensky
STATE OF MISSOURI)
COUNTY OF) SS.
On this
instrument to be the free act and deed of said Limited Liability Company.
In testimony whereof, I have set my hand and affixed my official seal in the county and state aforesaid the day and year last above written.
My commission expires: 05 27 2019 Notary Public: Je soe Ca J. Hargave Notary Public: Notary Seal State of Missouri Commission Expires: May 27, 2019 My Commission Number: 15635749



Bk:DE6815 Pg:709

Grantee City of O'Fallon, Missouri

Duri lon-Club By: Lenore Toser-AIDAZ Title: Acting City Apministrator

STATE OF MISSOURI) SS COUNTY OF St. Chas)

On this 15 day of September, 2017, before me appeared League 105er - MINAZ, to me personally known, and stated that he she is the Hering lity Hoministrator of the City of O'Fallon, Missouri, and that he she executed the foregoing Easement Agreement and Deed on behalf of the City of O'Fallon, by authority of the City Council, and that the said Easement Agreement and Deed is the free act and deed of the City of O'Fallon

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

My commission expires:

PAMELA L. CLEMENT Notary Public - Notary Seal St. Charles County STATE OF MISSOURI

My Commission Expires May 18, 2020 #12412954

6 L-1 5-3



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CERTIFIED-FILED FOR RECORD Barbara J. Hall Recorder of Doeds

St. Charles County, Missouri BY: DCRAWFORD \$36.00

(Space above this line reserved for Recorder of Deeds)

EASEMENT DEED COVER PAGE

- Agreement And Deed

Date:

Grantor: Guthrie Partners, LLC

5055 Highway N, Suite 215 Cottleville, MO 63304

Grantee:

City of O'Fallon, Missouri

100 North Main

O'Fallon, Missouri 63366

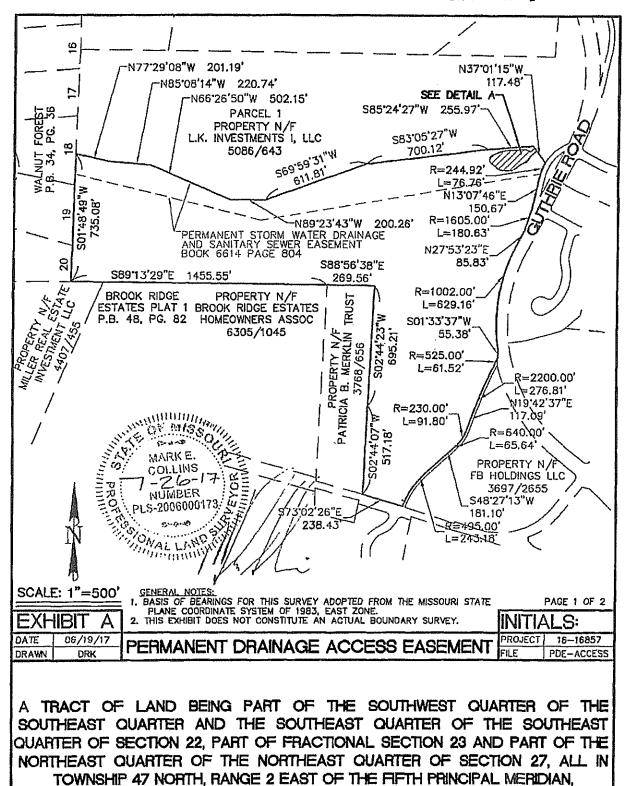
Legal Description:

A tract of land being part of the Southeast Quarter of the Southeast Quarter of Section 22, Township 47 North, Range 2 East of the Fifth Principal Meridian, St. Charles County, Missouri

The Easement is shown as hachured on the attached Easement Plat.



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ST. CHARLES COUNTY, MISSOURI

STIMBUNGO TARAT PAN GARA

BHODE COLLARS TO COLLEGE CHESTERNIELD, NO COOL SI SWINGER ROOF ROAD, SUITE 300 VICENIEL CUTHRIE, LLC







QUARTER OF SECTION 22, PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, ALL IN TOWNSHIP 47 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. CHARLES COUNTY, MISSOURI A TRACT OF LAND BEING PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST ALTA/NSPS LAND TITLE SURVEY

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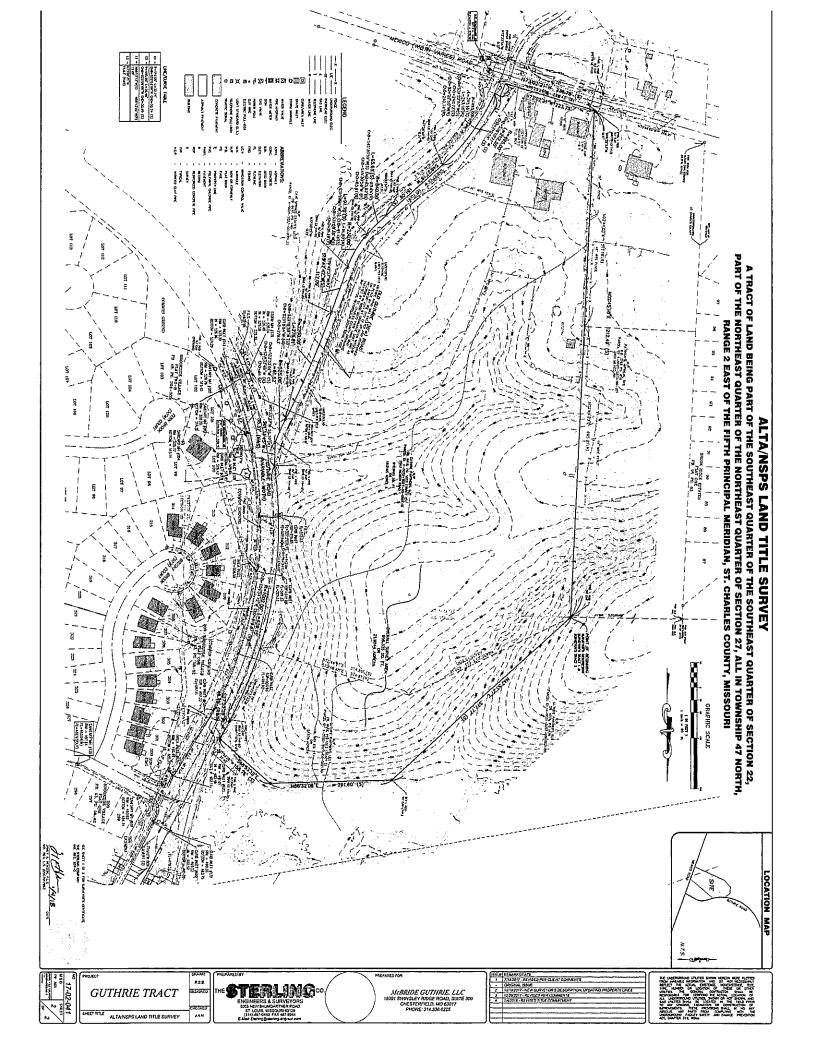
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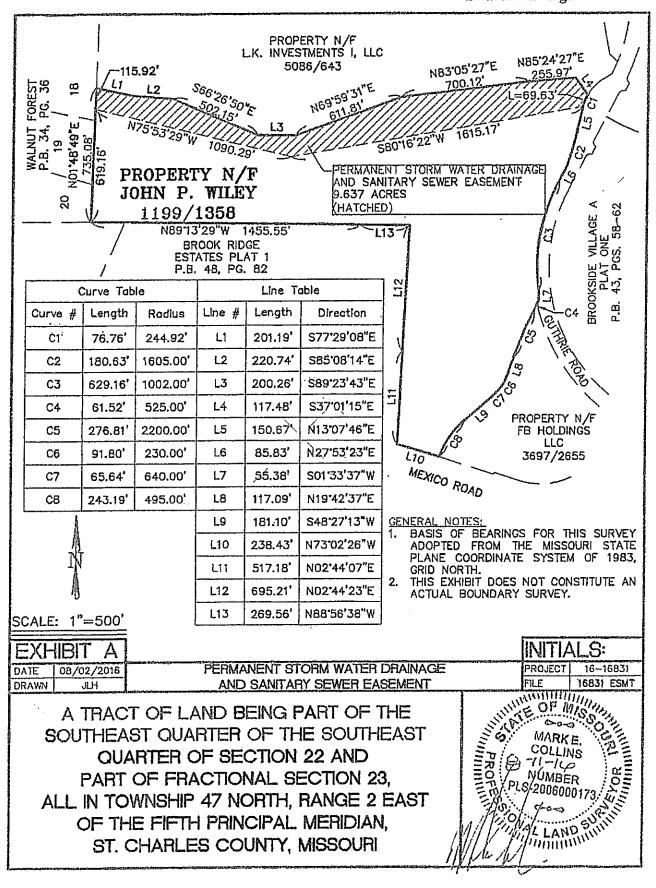
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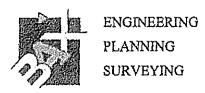


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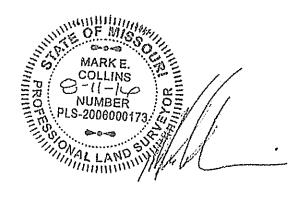


LAND DESCRIPTION 9.637 ACRES AUGUST 2, 2016 BAX PROJECT NO. 16-16831 JLH

EXHIBIT A - PAGE 2

A tract of land being part of the Southeast Quarter of the Southeast Quarter of Section 22 and part of Fractional Section 23, all in Township 47 North, Range 2 East Of The Fifth Principal Meridian, St. Charles County, Missouri and being more particularly described as follows:

Commencing at the Southeast corner of Lot 20 of "Walnut Forest", a subdivision according to the plat recorded in Plat Book 34, Page 36 of the St. Charles County Records; thence along the East line of said Lot 20 and continuing along the East line of Lot 19 and Lot 18 of said "Walnut Grove", North 01 degrees 48 minutes 49 seconds East 619.16 feet to the Actual Point of Beginning of the tract of land herein described; thence continuing along the East line of said Lot 18, North 01 degrees 48 minutes 49 seconds East 115,92 feet to a point on the South line of property conveyed to L.K. Investments I,LLC according to the deed recorded in Book 5086 Page 643 of the said Records; thence along the said South lines of the L.K. Investments I, LLC property the following courses and distances, South 77 degrees 29 minutes 08 seconds East 201.19 feet; South 85 degrees 08 minutes 14 seconds East 220.74 feet; South 66 degrees 26 minutes 50 seconds East 502.15 feet; South 89 degrees 23 minutes 43 seconds East 200.26 feet; North 69 degrees 59 minutes 31 seconds East 611.81 feet; North 83 degrees 05 minutes 27 seconds East 700.12 feet; North 85 degrees 24 minutes 27 seconds East 255.97 feet; and South 37 degrees 01 minutes 15 seconds East 117.48 feet to a point on the West right-of-way line of Guthrie Road, variable width; thence atong the said Western right-of-way line of Guthrie Road, along a curve to the left whose chord bears South 22 degrees 56 minutes 28 seconds West 69.40 feet and whose radius point bears South 58 degrees 54 minutes 50 seconds East 244,92 feet from the last mentioned point, an arc distance of 69.63 feet; thence leaving the said Western right-of-way line of Guthrie Road, the following courses and distances, South 80 degrees 16 minutes 22 seconds West 1615.17 feet; and North 75 degrees 53 minutes 29 seconds West 1090.29 feet to the Point of Beginning, containing 9.637 acres.



BAX ENGINEERING CO. 221 Point West Blvd. St. Charles, MO 63301 (636) 928-5552 Fax: (636) 928-1718 www.baxengineering.com

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60 Foot Wide Road and Utility Easement

A strip of land 60 foot wide for road and utility easement being part of the South Half of the Southeast Quarter of Section 22, Township 47 North, Range 2

East St. Charles County, Missouri and being described as follows:

Commencing at an old stone at the most Western Corner of U.S. Survey 54; thence along the Southwest line of U.S. Survey 54, South 36°-57' East 283.53 feet to an iron rod at the place of beginning of the said tract of land; thence South 36°-57' East 116.63 feet to a point on the West line of Guthrie Road; thence along the said West line with a curve to the left, said curve having a radius of 244.92 feet and a chord of South 22°-57' West 69.35 feet; thence leaving the said West line of Guthrie Road, North 36°-57' West 189.39 feet; thence North 85°-23' East 71.01 feet to the place of beginning and containing 0.21 acres, more or less.

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CERTIFIED-FILED FOR RECORD Barbara J. Hall Recorder of Deeds St. Charles County.MO BY: Paula Goodrich

EASEMENT FOR INGRESS AND EGRESS

UST025/01667

KNOW ALL MEN BY THESE PRESENTS, that the undersigned JOHN P. WILEY, a single person having an address of 150 Mexico Road, O'Fallon, Missouri 63366 ("GRANTOR"), the owner of the property legally described on the attached Exhibit A, incorporated herein by reference (the "Property") hereby grants to LK PROPERTIES II, L.L.L.P., a Missouri limited liability limited partnership, having an address of P.O. Box 340, St. Peters, MO 63376 and its employees, agents, contractors, invitees, licensees, successors and assigns (collectively, "GRANTEE") an easement (the "Easement") to enter over, upon, across and through that part of the Property legally described on the attached Exhibit A, incorporated herein by reference (the "Access Way"). Grantee shall use the Access Way for ingress and egress of personnel, vehicles and construction equipment to and from Guthrie Road and the property acquired from Grantor by Grantee pursuant to that certain General Warranty Deed dated of even date herewith and recorded in Book 3455, page 375 of the St. Charles County Recorder of Deeds office. Grantor disclaims any obligation of repair or maintenance of the Access Way, it being understood that use of the Access Way is at the sole risk of Grantee, to each of whom the Grantor assumes no responsibility or liability for safety of passage or hazards or conditions existing in or with respect to the Access Way. Grantee may improve the Access Way with such roadway or other street and storm water improvements to facilitate ingress and egress as Grantee, in its sole discretion, may desire or the City of O'Fallon, Missouri may require. Grantee may, in Grantee's sole discretion, dedicate any such roadway or other street and storm water improvements to the City of O'Fallon as a public street and improvements and in such event, Grantor shall, if necessary or desirable to accomplish such dedication, execute any plat or other instrument reasonably necessary to effectuate such dedication. Grantee agrees that in the event Grantee obtains an alternate means of ingress and egress to Guthrie Road that is suitable to

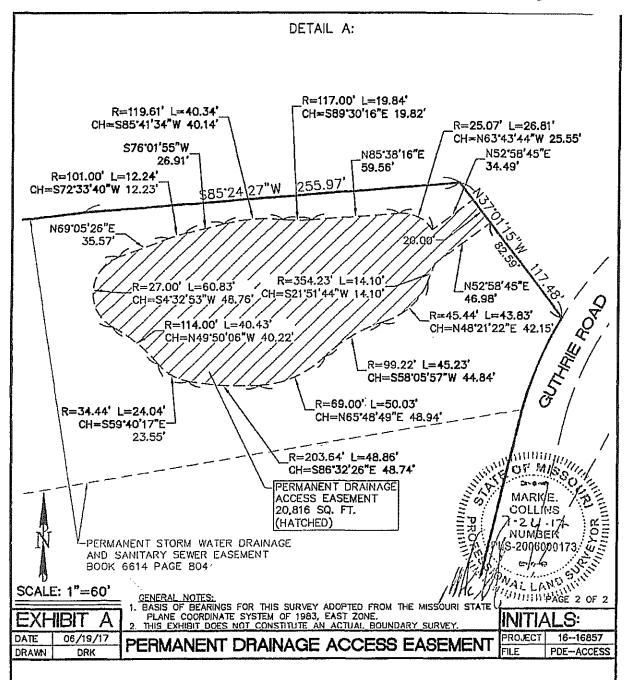


Grantee and the City of O'Fallon, Missouri, then Grantee shall terminate this Easement and quit claim the same to Grantor, its successors and assigns.

IN WITNESS WHEREOF, the unde	rsigned has caused this instrument to be executed the		
JOHN F. WILEY			
STATE OF MISSOURI))SS			
COUNTY OF ST. CHARLES)			
On this 13th day of Current person, to me known to be the person descriinstrument, and acknowledged that he execuring			
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Alaska and State of Alaska the day and year first above written.			
My term expires: Maich 23,2008	Notary Public		
	Notary LISA M. HOGEN Lincoln County My Commission Expires March 23, 2008		



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A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, PART OF FRACTIONAL SECTION 23 AND PART OF THE NORTHEAST QUARTER OF SECTION 27, ALL IN TOWNSHIP 47 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. CHARLES COUNTY, MISSOURI

