

**EASEMENT DEED**

**THIS DEED** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, whose address is \_\_\_\_\_ of the County of \_\_\_\_\_, State of \_\_\_\_\_, **Grantor**, and **Public Water Supply District No. 2 of St. Charles County, Missouri**, 100 Water Drive, P.O. Box 967, O'Fallon, Missouri 63366, a political corporation of the County of St. Charles, State of Missouri, **Grantee**.

**Witnesseth**, that the **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 transmit and distribute water, operate, patrol, lay, construct, reconstruct, place, keep, renew, maintain, repair, replace, change the size of, remove, relocate at will, change the type of construction of and inspect water mains, hydrants, water meters, valves, fittings and appurtenances thereto of a uniform width of fifteen feet (15') in, over, under, across and through the following described real property situate in the County of St. Charles and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with a temporary construction easement of the width of thirty five feet (35') to be used for the initial installation of the water main located on either or both sides of the perpetual non-exclusive easement together with the right of ingress to and egress from the perpetual non-exclusive easement and temporary construction easement or the premises of the **Grantor** adjoining the perpetual non-exclusive easement and temporary construction easement and the right of traveling over said perpetual non-exclusive easement and temporary construction easement for the purpose of gaining ingress to and egress from the rights of way or easements owned by the **Grantee** adjacent to the ends thereof for the purpose of doing anything necessary or convenient for the enjoyment of the perpetual non-exclusive easement and temporary construction easement.

All buildings, structures, improvements, hazards, obstructions, crops and timber removed from the easement area shall become the property of the **Grantee** and may be removed or destroyed by the **Grantee** except that the **Grantor** may, at their election, remove such buildings, structures, improvements, hazards, obstructions, crops and timber at any time prior to their removal or destruction by the **Grantee** or its contractors.

The **Grantee** agrees to pay the **Grantor** reasonable damages which may arise to crops, timber and fences of the **Grantor** from the exercise of the rights herein granted. Upon completion of construction of the improvements within the permanent non-exclusive easement **Grantee** shall refill all cuts, ditches, trenches, ruts, or excavations made in connection with the construction and shall restore **Grantor's** property to the same condition it was in prior to construction as nearly as is reasonably possible.

The **Grantor** agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of the **Grantee**, will interfere with the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspection, patrolling, repair, replacement, addition to and relocation of the **Grantee's** facilities. The words hazard or obstruction shall not be interpreted to include growing crops and fences, parking lots and driveways.

The **Grantor** covenants to and with the **Grantee** that subject to existing easements, if any, for public highways, or roads, railroads, laterals, ditches, pipelines, and electrical transmission or distribution lines and telegraph and telephone lines 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 them and that they are free and clear of all encumbrances, and that the **Grantor** will forever warrant and defend the title to said easement and the quiet enjoyment thereof against the lawful claims and demands of all persons whomsoever.

The **Grantor** hereby waives, for its heirs and assigns forever, any right granted by the provisions of House Bill 1944 passed by the 93<sup>rd</sup> General Assembly to petition a court of competent jurisdiction for the vacation of the easements granted 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** has executed these presents the day and year first above written.

GRANTOR



COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn (affirmed) did say that he is the President [or other officer or agent], \_\_\_\_\_, a corporation of the State of \_\_\_\_\_, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set me hand and affixed my official seal in the County and State aforesaid, the date and year first above written.

\_\_\_\_\_  
Notary Public

My Term Expires: \_\_\_\_\_

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me first duly sworn, did say that (s)he is the President of Public Water Supply District No. 2 of St. Charles County, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said District, and that said instrument was signed and sealed on behalf of said District, by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said District.

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 Term Expires: \_\_\_\_\_