

**Space Above for Recorder's Use Only
DOCUMENT COVER SHEET**

TITLE OF DOCUMENT: Permanent Easement Deed

DATE OF DOCUMENT: _____

GRANTOR(S): _____

MAILING ADDRESS: _____

GRANTEE(S): Northgate Estates Subdivision Trustees, Inc.
MAILING ADDRESS: 1900 Shardell Dr.
St. Louis, MO 63138

LEGAL DESCRIPTION: See Exhibit A

**REFERENCE BOOK AND
PAGE:** _____

DEED OF EASEMENT

THIS AGREEMENT is entered into on this ____ day of _____,
by and between the _____ (hereinafter, the "Grantor"), and,
NORTHGATE ESTATES SUBDIVISION TRUSTEES, INC., (hereinafter, the "Grantee").

(1) **CONVEYANCE**: In consideration of One and No/100 Dollars (\$1.00), the Grantor grants and conveys, without warranty of title expressed or implied, unto the Grantee a permanent easement on the Grantor's property ("Grantor's Easement Property") as fully described in the property description in Exhibit A, which is attached to this Agreement.

(2) **EXPRESS PURPOSE OF EASEMENT**:

A) The Grantee's use of the Easement shall be specifically and solely for the following purpose(s):

Erection and maintenance of a subdivision monument

(B) In case the Grantee shall abandon or otherwise cease its use of any of said Easement premises for the purpose above mentioned or shall use such premises for any other purpose than above mentioned, then the Grantor, its successors or assigns, may declare this easement at an end and prevent the Grantee from using or remaining upon said premises with or without process of law. The Grantee shall not have exclusive possession of said premises.

(C) The Grantee shall, at its sole cost and expense, maintain the Easement and all facilities, lines, or structures necessary for the Easement in good order, condition and repair. All installation, maintenance, repairs, replacement or cleaning of facilities or structures shall be (a) done expeditiously and diligently until completion; (b) performed in such a manner as to limit, as reasonably practicable, any use or occupancy with the Grantor Property; and (c) done with full restoration of any portion of the Grantor Property disturbed to the condition existing immediately prior to the installation.

(3) **RESTRAINTS**: The Grantee shall not have exclusive possession of said Grantor's Easement Property. The Grantor, for itself, its successors and assigns, lessees and licensees, reserves all other rights to said premises not inconsistent with the rights and easement herein granted.

(4) **TRENCHES**: The Grantee covenants and agrees to promptly backfill any trench made by it on the Easement after each entry made by the Grantee upon the Grantor's property. The Grantee shall return the Grantor's property surface to its previous condition after each entry upon the Grantor's property. The Grantor will

provide prior written notification to the Grantee regarding any changes to the elevation of the surface of the Grantor's Easement property.

(5) INDEMNIFICATION: The Grantee shall defend, indemnify and hold harmless the Grantor, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's performance of its obligations under this Agreement.

(6) GRANTOR'S LIABILITY: The Grantor assumes no liability for injury to or death of persons or loss of or damage to property arising or growing out of or which may be due, in any manner, to or in connection with the Grantee's use of the Easement property.

(7) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the Grantee:

Facsimile No: _____

(B) To the Grantor:

Facsimile No: _____

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(8) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(9) ASSIGNMENT: It is further agreed that neither the Grantee, its legal representatives, successors or assigns, nor any subsequent assignee, shall assign this Easement or any interest contained herein, without first securing the written consent of the Grantor in each instance. At the sole option of the Grantor, this Easement shall be terminated by any such unauthorized assignment, transfer or lease by any assignment or transfer by operation of law.

(10) SUCCESSOR OBLIGATION: It is further agreed that this Easement shall be binding upon the Grantee and the legal representatives, successors and assigns of the Grantee, and shall inure to the benefit of the successors and assigns of the Grantor.

(11) GRANTOR'S RIGHTS TO CONVEY: The rights conveyed to the Grantee are granted only to the extent that the Grantor has such right of conveyance under the above-described Easement and no further.

(12) LIMITATION OF GRANT: In case of the eviction of the Grantee by anyone or claiming title to or any interest in the premises, or because of failure of, defect in, or extinction of the Grantor's title, the Grantor shall not be liable to the Grantee for any damages of any nature whatsoever.

(13) EXPIRATION, PERMANENT RIGHTS: It is further agreed that upon the expiration of this Easement, or in case the Grantee shall in any manner fail to comply with the terms and conditions of this Agreement, the Grantee shall, upon demand, without notices, cease to use or remain upon said Easement premises and shall restore said Easement premises to substantially their former state, and in case the Grantee shall fail within thirty (30) days after the date of any such expiration, termination or demand to make such restoration, then the Grantor may at its election, restore said premises for the account and at the sole cost of the Grantee, and the Grantee agrees to promptly reimburse the Grantor the amount of such cost.

(14) EFFECT OF TERMINATION: No termination or cancellation of this Easement shall relieve or release the Grantee from any liability or obligation (whether of indemnity or otherwise) which may have attached or accrued previous to or which may be accruing at the time of such termination or cancellation.

(15) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Grantor this ____ day of _____, 20_____

(GRANTOR)

By _____
Print Name _____

EXHIBIT A
DESCRIPTION OF PERMANENT EASEMENT

COMMENCING at the Northwest Corner of Lot 6 of the Amended Plat of Westgate Estates Addition as recorded in Plat Book 100 Page 50 of the St. Louis County, Missouri recorders office; thence South 00 Degrees 27 Minutes 52 Seconds West, 119.33 feet; thence, North 89 Degrees 13 Minutes West, 150 feet; thence North 00 Degrees 27 Minutes 52 Seconds East, 70.95 feet to the point of BEGINNING; thence North 87 Degrees 13 Minutes 24 Seconds West, 14.02 feet, thence North 00 Degrees 27 Minutes 52 Seconds East, 30.05 feet; thence South 87 Degrees 13 Minutes 24 Seconds West, 14.02 feet; thence South 00 Degrees 27 Minutes 52 Seconds East, 30.05 feet to the point of BEGINNING, and containing 421.3 square feet, more or less.

