

7.00
CLASS A
1.00
8.00
DP

COUNTY Fee
State User Fee
Total

Warranty Deed

This Deed, Made and entered into this

14th

day of

December nineteen hundred and Seventy-Seven , by and between

WILLIAM A. MCGUIRE AND VIRGINIA N. MCGUIRE, his wife

525

of the County of St. Louis State of Missouri
parties of the first part, and

STATE OF MISSOURI) ss
COUNTY OF ST. LOUIS)
FILED FOR RECORD

JAMES P. CITTADINO and MARY A. CITTADINO, his wife
* [whose address is: *St. #1 Box 910*

77 DEC 15 AM 4:35

W. A. McGuire

Wm. E. Frank
RECORDED & INDEXED

of the County of St. Louis State of Missouri
parties of the second part.

Witnesseth, that the said parties of the first part, for and in consideration of the sum of One Dollar and other good and valuable considerations paid by the said parties of the second part, the receipt of which is hereby acknowledged, do by these presents *Bargain and Sell, Convey and Confirm* unto the said parties of the second part, the following described Real Estate, situated in the County of St. Louis , and State of Missouri, to-wit:

PARCEL 1: A tract of land in U. S. Survey 125, Township 45 North, Range 4 East (being a portion of a tract of land conveyed to William A. McGuire and Virginia Marie McGuire, his wife, by instrument filed for record in Book 6545 page 1187 of the St. Louis County records), in St. Louis County, Missouri, and more particularly described as follows:

Beginning at a point; said point being on the Eastern line of said McGuire parcel North 32 degrees 13 minutes West 301.00 feet from the North right-of-way line of Wild Horse Creek Road, 60 feet wide; thence leaving the East line of said McGuire tract generally in a Westerly and Northwardly direction the following courses and distances: South 65 degrees 48 minutes 08 seconds West 246.59 feet, South 71 degrees 15 minutes 08 seconds West 76.15 feet, North 47 degrees 27 minutes 02 seconds West 208.11 feet, South 88 degrees 46 minutes 59 seconds West 74.30 feet, North 63 degrees 13 minutes 21 seconds West 210.00 feet, North 13 degrees 52 minutes 01 seconds West 86.67 feet, North 29 degrees 51 minutes 59 seconds East 230.49 feet and North 13 degrees 52 minutes 01 seconds West 240.14 feet to a point on the West bank of Caulk's Creek; thence along the West bank of Caulk's Creek generally in a Northwest direction to the most Southern corner of a 1 acre tract known as the Mill Site; thence along the Southwest line of said 1 acre tract North 51 degrees 10 minutes 00 seconds West 208.70 feet to the most Western corner thereof; thence North 38 degrees 50 minutes 00 seconds East 208.74 feet to the most Northern corner of said Mill Site; thence South 51 degrees 10 minutes 00 seconds East 208.70 feet to the most Eastern corner of said 1 acre tract and being on the West bank of Caulk's Creek; thence along the West bank of Caulk's Creek generally in a Northeast direction to its intersection with the East line of aforementioned McGuire tract; thence South 32 degrees 13 minutes 00 seconds East 1868.89 feet along McGuire's East line to the point of beginning as per survey by Elbring Surveying Company during November and December, 1977.

PARCEL 2: A perpetual easement, for pedestrians, vehicles, and underground utility purposes, for ingress to and egress from Parcel 1 herein from and to Wild Horse Creek Road, said easement to run with, and be appurtenant to Parcel 1, and for the benefit of the present and future owners thereof, said easement to be over and upon the following described land, to-wit:

An easement (50 feet in width) for ingress and egress and public utilities to the above described Parcel 1, the East line being more particularly described as follows:

Beginning at a point; said point being on the East line of a parcel of land conveyed to William A. McGuire and Virginia Marie McGuire by instrument recorded in Book 6545 page 1187 of the St. Louis County records at its intersection with the North line of Wild Horse Creek Road, 60 feet wide; thence North 32 degrees 13 minutes West 301.00 feet along McGuire's East line to the point of ending. The above described easement is bounded on the South by the North line of Wild Horse Creek Road and on the North by the South line of aforementioned Parcel 1.

Reserving, However, unto Parties of First Part, and all persons claiming under Parties of the First Part, a perpetual easement for pedestrians, vehicles, and utilities, for ingress to and egress from property retained (herein called "Retained Property") by Parties of the First Part (and bounding on the west and south the property conveyed herein to Parties of the Second Part), from and to Wild Horse Creek Road, said easement to run with, and be appurtenant to Retained Property and to be for the benefit of the present and future owners thereof, said easement to be over and upon the following described land, to-wit:

An easement, 50 feet in width, for ingress, egress and public utilities across a tract of land in U. S. Survey 125, Township 45 North - Range 4 East, St. Louis County, Missouri, the West line being more particularly described as follows:

Commencing at a point; said commencing point being at the intersection of the East line of a parcel conveyed to William A. McGuire and Virginia Marie McGuire, his wife, by instrument recorded in Book 6545 page 1187 of the St. Louis County records with the North line of Wild Horse Creek Road, 60 feet wide; thence North 32 degrees 13 minutes West 301.00 feet; thence South 65 degrees 48 minutes 08 seconds West 246.59 feet and South 71 degrees 15 minutes 08 seconds West 76.15 feet to the point of beginning; thence generally in a Northwest direction the following courses and distances: North 47 degrees 27 minutes 02 seconds West 208.11 feet, South 88 degrees 46 minutes 59 seconds West 74.30 feet, North 63 degrees 13 minutes 21 seconds West 210.00 feet and North 13 degrees 52 minutes 01 seconds West 86.67 feet to the point of ending. The above described easement is bounded on the South by a course of North 71 degrees 15 minutes 08 seconds East on the North by a course of North 29 degrees 51 minutes 59 seconds East.

The "Retained Property" referred to herein (and to which the aforesaid reserved easement is made appurtenant to) is that property described in instrument recorded in Book 6545 at Page 1187, Excepting therefrom Parcel 1 conveyed herein to Parties of Second Part.

To Have and to Hold the same, together with all rights and appurtenances to the same belonging, unto the said parties of the second part, and to their heirs and assigns forever.

The said parties of the first part hereby covenanting that they and their heirs, executors and administrators shall and will Warrant and Defend the title to the premises unto the said parties of the second part, and to their heirs and assigns forever, against the lawful claims of all persons claiming by, through or under parties of the first part but none other, excepting, however, the general taxes for the calendar year 1977 and thereafter, and the special taxes becoming a lien after the date of this deed.

In Witness Whereof, the said parties of the first part have executed these presents the day and year first above written.

William A. McGuire
WILLIAM A. MCGUIRE
Virginia M. McGuire
VIRGINIA M. MCGUIRE

State of Missouri, }
County of St. Louis } ss.

On this 15th day of December, 1977, before me personally appeared William A. McGuire and Virginia M. McGuire, his wife to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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.



Joan B. Sellers
Notary Public.
My term expires August 31, 1981 (printed: Joan B. Sellers)

State of Missouri, }
of } ss.

On this _____ day of _____, 19____, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ 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 my hand and affixed my official seal in the _____ and State aforesaid, the day and year first above written.

My term expires _____ Notary Public.

Case 2097
Est. 7594
O.D. 2238

DR19
County Fee 0.00
State User Fee 2.00
Total 2.00



Southwestern Bell - EASEMENT FOR UNDERGROUND FACILITIES

THIS EASEMENT, entered into by the undersigned, herein referred to as GRANTORS, and SOUTH-WESTERN BELL TELEPHONE COMPANY, GRANTEE, wherein GRANTORS, in consideration of the sum of Ten and 00/100----- Dollars, (\$ 10.00)

and other valuable consideration, receipt of which is hereby acknowledged, do by these presents ~~grant~~ **CONVEY AND CONFIRM** unto GRANTEE, its associated and allied companies, its and their respective successors, assigns and licensees, a permanent easement to construct, operate, maintain, inspect, replace and remove such underground telecommunication systems and lines, and all appurtenances thereto, as may be required by Grantee from time to time, upon, over and under a strip of land Sixteen & One half feet in width, across Grantors' land situated in St. Louis County, State of Missouri, and described as follows:

QUIT-CLAIM, RELEASE, AND

A tract of land in U.S. Survey 125, Township 45 North, Range 4 East, and being part of a tract of land conveyed to William A. McGuire and Virginia Marie McGuire, his wife, as recorded in Deed Book 6546, Page 1187, of the St. Louis County Records, St. Louis County, Missouri, and being more particularly described as follows.

EASEMENT DESCRIPTION

Beginning at a point in the Northern right-of-way line of Wild Horse Creek Road, 60 feet wide, said point being in the West bank of Gaulk's Creek, said West bank being described as property line according to the aforementioned book and page; thence in a Northernly direction, along said West bank, to a point being North of and 16.50 feet radial distance from the aforementioned Northern right-of-way line of Wild Horse Creek Road; thence along a line 16.50 feet North of and running parallel with the Northern right-of-way line of Wild Horse Creek Road, along a curve to the right, having a radius of 865.52 feet to a point of tangency; thence North 84 degrees, 12 minutes East, 41.89 feet; thence along a curve to the right, having a radius of 991.36 feet, and an arc length of 157.46 feet; thence South 86 degrees, 42 minutes East, 70 feet; thence South 3 degrees, 18 minutes West, 16.50 feet to a point in the Northern right-of-way line of the aforementioned Wild Horse Creek Road; thence along said Northern right-of-way line, North 86 degrees, 42 minutes West, 70 feet; thence along a curve to the left, having a radius of 974.88 feet, and an arc length of 154.84 feet; thence South 84 degrees, 12 minutes West, 41.89 feet; thence along a curve to the left, having a radius of 849.02 feet to the point of beginning.

EXHIBIT "A" ATTACHED

SUBJECT TO EASEMENTS, CONDITIONS, AND RESTRICTIONS, IF ANY, OF RECORD

TO HAVE AND TO HOLD same, with all rights and appurtenances to the same belonging, unto Grantee, its successors, assigns and licensees, until the use of the easement is relinquished or abandoned, including (1) the right of ingress and egress to and from the easement by reasonable routes across Grantors' property, (2) the right to clear and trim trees, overhanging branches, roots, brush and other obstructions in the easement, (3) the right to place on the surface of the easement manholes, cable risers, connector terminals, repeaters, testing terminals and route markers, and (4) the right to install temporary or permanent gates in fences crossing the easement, **ALL UPON CONDITION THAT GRANTEE, AT NO EXPENSE TO GRANTOR, SHALL RESTORE PROPERTY AND HOLD GRANTOR HARMLESS FROM ALL DAMAGES.**

Grantee, its successors, assigns and licensees, shall repair and restore the property and pay for damage to crops and other property following construction and maintenance work. Further, Grantors reserve the right to use and enjoy their interests in the easement area insofar as the exercise thereof does not endanger or interfere with the construction, operation and maintenance of said systems and lines; and included in this reservation is the right of ordinary cultivation of crops, **AND CONSTRUCTION OF IMPROVEMENTS WITHIN, OVER AND UPON THE EASEMENT AREA.**

Grantors warrant that they are the owners of the land here conveyed and have the right to make this conveyance and receive the proceeds therefor, and Grantors covenant that Grantee, its successors, assigns and licensees, may quietly enjoy the premises for the uses herein stated.

Signed and executed this 17th day of November, 1980
William A. McGuire
William A. McGuire

Witness: *David C. [Signature]*

STATE OF MISSOURI
COUNTY OF ST. LOUIS
RECORDS
1980 DEC - 3 AM 10-04

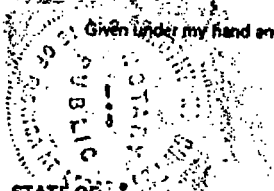
Wm E. F. [Signature]
602-7286

ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF Palm Beach
William A. McGuire

BEFORE ME, the undersigned authority, on this day personally appeared , known to me to be the person/s whose name/s is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the uses, purposes and considerations therein expressed as his/her/their free and voluntary act and deed.

Given under my hand and seal of office this the 17th day of November, A.D. 1980



Dorothy K. Coffey
DOROTHY K. COFFEY
Notary Public,
My Commission Expires October 22, 1982

STATE OF
COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared , known to me to be the person/s whose name/s is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the uses, purposes and considerations therein expressed as his/her/their free and voluntary act and deed.

Given under my hand and seal of office this the _____ day of _____, A.D. 19____

Notary Public,
My Commission Expires _____

CORPORATION ACKNOWLEDGMENT

STATE OF
COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared , known to me to be the person whose name is subscribed to the foregoing instrument, and upon being duly sworn did state and acknowledge that he/she is of _____ a corporation organized under the laws of the State of _____ and that he/she executed the foregoing instrument in the capacity stated under authority of its Board of Directors and had affixed thereto the corporate seal for the uses, purposes and considerations therein expressed as the free and voluntary act and deed of the corporation.

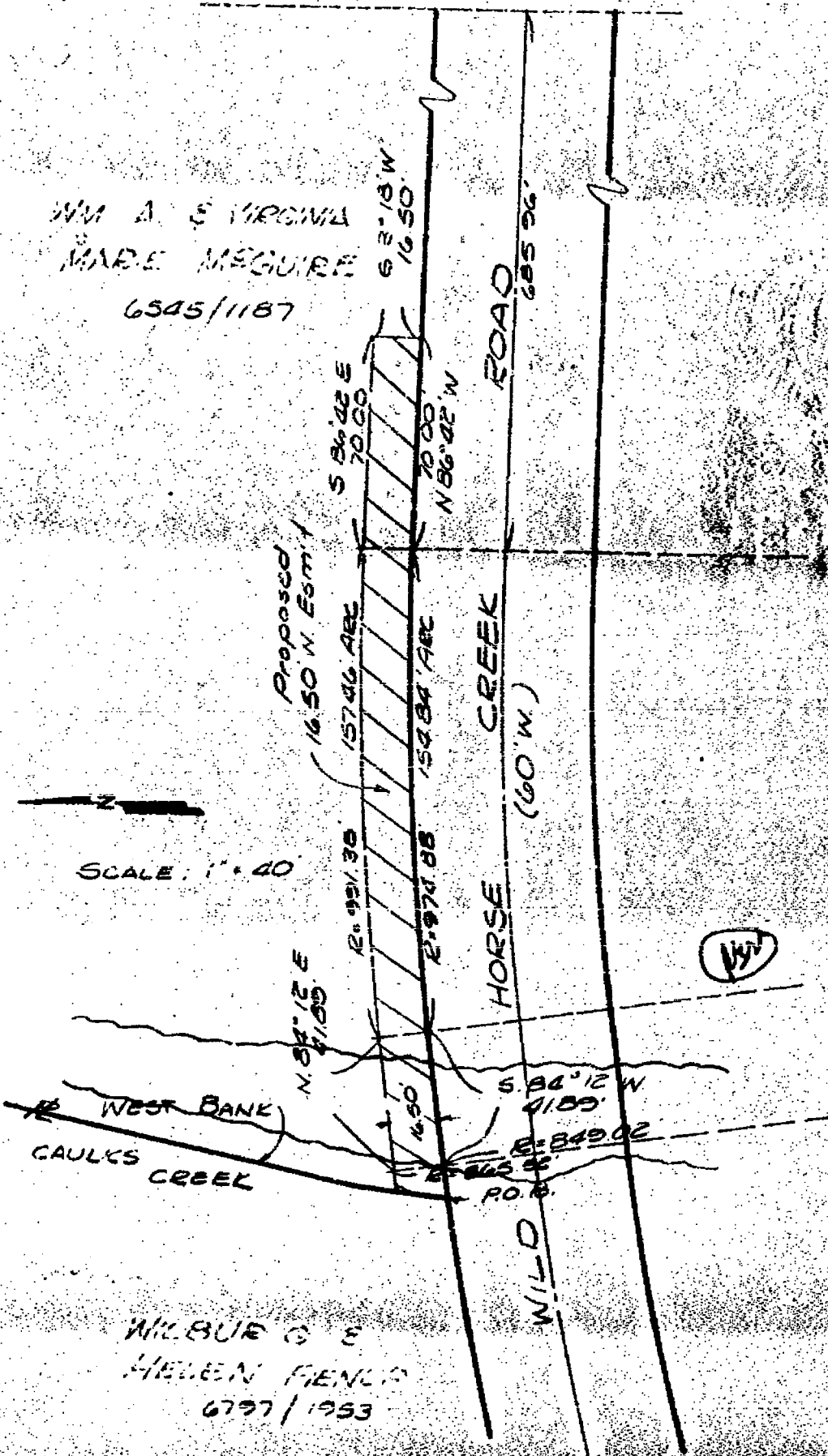
Given under my hand and seal of office this the _____ day of _____, A.D. 19____

Notary Public,
My Commission Expires _____

WM A S VIRGINIA
MADE MEGUIRE
6345/1187



SCALE: 1" = 40'



WILBUR G S
HELEN FIELDS
6797/1953

#1
WE HEREBY CERTIFY that we have prepared this plat showing a 16.50-ft. easement for Southwestern Bell telephone Co. through land as described in Executrix's deed recorded in Bk. 6545, Pg. 1187, in U. S. Survey 125, Township 45 North, Range 4 East, in St. Louis County, Missouri.

IN WITNESS WHEREOF, we have hereunto set our firm name at our office St. Louis County, Missouri this 27 day of October

FOX & COLE, PLANNING,
CIVIL ENGINEERING AND SURVEYING

Patrick G. Bohn

Patrick G. Bohn
Registered Land Surveyor
State of Missouri L.S. 1635



BOOK 7296 PAGE 871

END OF DOCUMENT



81

590
The

RESTRICTION AGREEMENT

WILLIAM A. MCGUIRE and VIRGINIA M. MCGUIRE, his wife,
(both herein called Seller) and JAMES P. CITTADINO and
MARY A. CITTADINO, his wife, (both herein called Buyer),
hereby agree in connection with a portion of a tract of land
in U.S. Survey 125, Township 45 North, Range 4 East (described
in instrument recorded in Book 6545 at Page 1187 of St. Louis
County records) conveyed by Seller to Buyer by deed dated
and recorded on December 15, 1977, as follows:

- (1) With respect to the southeasternmost three
(3) acres of the tract of land described in
instrument recorded in Book 6545 at Page
1187, as aforesaid, bounded North by the
land conveyed as aforesaid by Seller to
Buyer, east by the east line of the tract
described in instrument recorded in
Book 6545 at Page 1187, and south by the
right of way of Wild Horse Creek Road,
said three (3) acres shall be used for
residential purposes only.
- (2) The aforesaid restriction shall run with and
be appurtenant to the land encumbered thereby,
and shall terminate upon the expiration of
fifteen (15) years, from and after December
15, 1977.

68

RECORDED
INDEXED
FILED

78 JAN 30 AM 11:08

Wm. A. McGuire
RECORDED OFFICE

(3) The foregoing shall bind the liens and assigns
of the undersigned.

Dated December 15, 1977.

James P. Cittadino

JAMES P. CITTADINO
Mary A. Cittadino

MARY A. CITTADINO

William A. McGuire

WILLIAM A. MCGUIRE
Virginia M. McGuire

VIRGINIA M. MCGUIRE

MISSOURI
~~MISSOURI~~
STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS.

On this 13th day of January, 1978, before me personally appeared JAMES P. CITTADINO and MARY A. CITTADINO, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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.

Robert L. Gibbs

Notary Public
Robert L. Gibbs

My commission expires:
Aug 27, 1979

~~MISSOURI~~
STATE OF MISSOURI)
COUNTY OF ~~ST. LOUIS~~) SS.

On this 6th day of January, 1978, before me personally appeared WILLIAM A. MCGUIRE and VIRGINIA M. MCGUIRE, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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.

Virginia P. Dugan

Notary Public
Virginia P. Dugan

My commission expires:
MY COMMISSION EXPIRES NOVEMBER 11, 1979