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CERTIFIED-FILED FOR RECORD

Mary E. Dempsey

Recorder of Deeds

St. Charles County, Missouri

BY:CGRAF

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Space Above Line Reserved for Recorder's Use

*20-250272-BTP*

1. Title of Document: Reciprocal Easement Deed and Agreement
2. Date of Document: *Feb 11 2020*
3. Grantor(s): Daniele C. Munzer f/k/a Daniele C. Klees and Lee Munzer, wife and husband  
210 Oakborough Drive, Lake St. Louis, MO 63367
4. Grantee(s): Daniel Christopher Hermeyer and Sarah Christine Hermeyer, husband and wife  
206 Oakborough Dr., Lake St. Louis, MO 63367
5. Statutory Mailing Address: Same as above
6. Legal Description: See Exhibit A attached hereto  
*B + C*

**Title Partners Agency, LLC**  
457 Sovereign Ct.  
Ballwin, MO 63011

**EASEMENT DEED AND AGREEMENT**

This RECIPROCAL EASEMENT DEED AND AGREEMENT is made and entered into as of this 11<sup>th</sup> day of February, 2020 by and between Daniele C. Munzer f/k/a Daniele C. Klees and Lee Munzer (“Grantor”), and Daniel Christopher Hermeyer and Sarah Christine Hermeyer, (“Grantee”).

WITNESSETH:

WHEREAS, Grantor is the owner of that certain tract of real property (the “Parcel A”) located in St. Charles County, Missouri, being more particularly described as:

See attached Exhibit A

WHEREAS, Grantor desires to grant an easement in and upon a certain portion of Parcel A, to Grantee, as owner, and any successor and assigns forever of that certain real property located in St. Charles County, Missouri, being more particularly described as:

See attached Exhibit B.

AND FURTHER, Grantee desires to reciprocally grant an easement to Grantor in and upon a certain portion of Parcel B, to Grantor, as owner, and any successor and assigns forever of that certain real property located in St. Charles County, Missouri, being more particularly described in Exhibit A.

NOW THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which Grantor hereby acknowledges, the Grantor agrees as follows:

1. Grant of Easement. Grantor (as the owner of the Parcel A) and Grantee (as the owner of Parcel B) hereby GIVE, GRANT, EXTEND, CONFER AND CONVEY UNTO the each other Reciprocally, and Grantors and Grantees successors and assigns forever, a non-exclusive easement in and upon that certain portion of land (the “Easement Area”) on which a portion of Parcel B’s Concrete encroaches on Parcel A, and Parcel A’s Concrete Block Wall encroaches on Parcel B, as shown in the survey attached hereto as Exhibit C. These easements shall continue for maintaining the existing Easement Areas in their current locations and current dimensions, and shall not allow for the extension or enlargement of the existing Easement Areas. In the event that it becomes necessary to have the Concrete on Parcel B replaced/repared or that portion of the Concrete that is in the Easement Area replaced/repared, then Grantee or the current owner of Parcel B shall cause the same to be replaced/repared and/or maintained at the discretion of Grantee at Grantee’s cost and expense. In the event that it becomes necessary to have the Concrete Block Wall on Parcel A replaced/repared or that portion of the Concrete

that is in the Easement Area replaced/repared, then Grantor or the current owner of Parcel A shall cause the same to be replaced/repared and/or maintained at the discretion of Grantor at Grantor's cost and expense.

2. Use and Enjoyment of Easement. The use and enjoyment of the Easement Area given by this instrument shall extend to the owners of Parcel A and Parcel B in each owner's capacity as the owners of Parcel A and Parcel B, and to any person or entity deriving title to any portion of Parcel A and Parcel B thereafter forever.
3. Extinguishment of easement: If said Concrete of Concrete Block Wall is/are ever removed completely from either Parcel, the easement respective rights granted in this instrument are hereby forever extinguished as applies to each element.
4. Miscellaneous. This instrument and the grants, agreements and covenants contained herein may not be altered or amended, except by a duly recorded written instrument duly executed by the then record title owners of all of Parcel A and all of the Parcel B. This instrument shall be governed by and construed according to the laws of the State of Missouri. This instrument and the grants, agreements and covenants contained herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs and assigns, and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, the Grantor has executed this instrument as of the date first hereunder stated.

GRANTOR:

Daniele C. Munzer f/k/a Daniele C. Klees

Lee Munzer

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

On this 11<sup>th</sup> day of February, 2020, before me personally appeared Daniele C. Munzer f/k/a Daniele C. Klees and Lee Munzer, wife and husband, to me known to be the person 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.

Corinna Russo  
Notary Public

My Commission Expires: 12-14-21

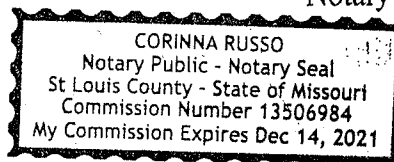




EXHIBIT A:  
("Burdened Property")

Lot 23 in Block 6 of Field Crest, a Subdivision in the County of Saint Charles, Missouri, according to the plat thereof recorded in Plat Book 6, Page 40 of the Saint Charles County Records.

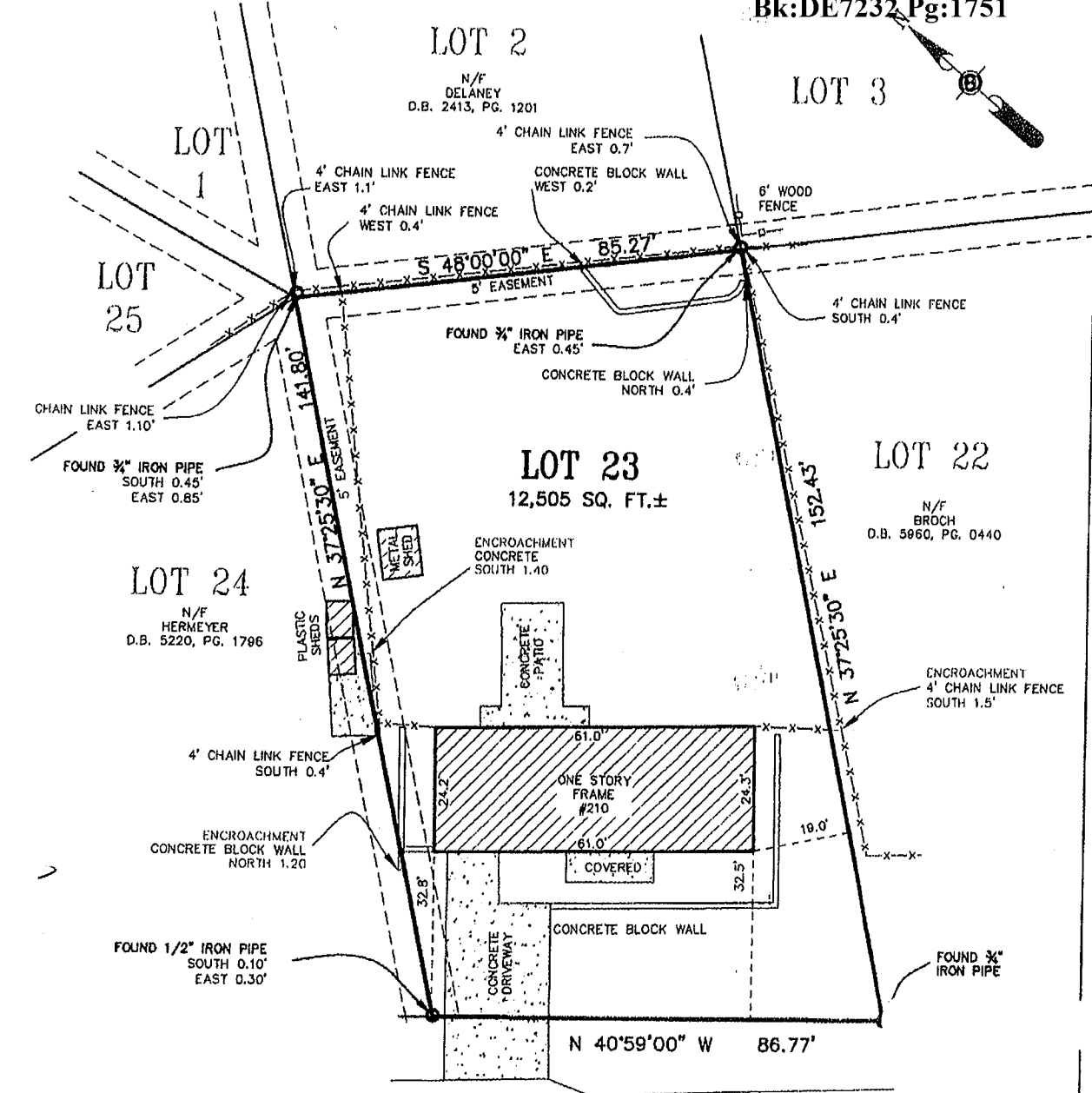
EXHIBIT B:  
("Benefitted Property")

Part of Lots 24 and 25 in Block 6 of Field Crest Subdivision, according to the plat thereof recorded in Plat Book 6 pages 40 and 41 of the St. Charles County records, and described as follows: Beginning at a point in the Northeast line of Oakborough Drive at the point dividing lots 23 and 24 of Field Crest Subdivision, thence North 37 degrees 25 minutes 30 seconds East along said dividing line 141.80 feet to a point; thence North 70 degrees 54 minutes 50 seconds West 82.51 feet to a point; thence South 49 01 minutes West and at right angles to the Northeast line of Oakborough Drive 07.74 feet to a point; thence South 40 degrees 59 minutes East along the Northeast line of Oakborough Drive 100.00 feet to the point of beginning.

EXHIBIT C

Survey attached on following page.

The affected portion of the real estate is located in the Western portion of the surveyed property, and is labeled as "Encroachment Concrete South 1.40" and "Encroachment Concrete Block Wall North 1.20".



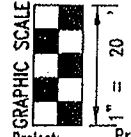
OAKBOROUGH (50' WIDE) DRIVE

Old Republic National Title Insurance Company, Issuing Agent: Title Premier, LLC;  
Commitment Number: 20-256272-BTP; Commitment Date: January 13, 2020  
ITEM 7: Building Lines and Easements in Plat Book 6, Page 40 (Unless otherwise noted, the Building Lines and Easements were taken from this instrument)

This is to certify that we, James Surveying Company, at the request of Breonna S. Stalley and Title Premier, LLC, we have, on the 28th day of January, 2020, to the best of our ability and judgment, executed a Property Boundary Survey in accordance with the "Missouri Standards for Property Boundary Surveys" as established by the Missouri Board for Architects, Professional Engineers and Land Surveyors and the Missouri Department of Agriculture, Division of Geology and Land Survey, on Lot 23 in Block 6 of FIELD CREST, a Subdivision in the County of St. Charles, according to the plat thereof recorded in Plat Book 6, Page 40 of the St. Charles County Records in St. Charles County, Missouri, and that this Survey reflects all visible improvements, including fences and easements, as depicted on the Record Plat and on the above mentioned Title Commitment. The subject property is an URBAN property as defined in said Standards. The Bearing Reference System, Building Lines and Easements, unless otherwise referenced, are taken from the Record Plat, the current Zoning Set Backs may not be shown. This Boundary Survey is non-transferable.



SHEET 2 OF 2



Surveyed by: C.W.  
Drafted by: D.L.  
Dated: 2/3/2020  
Revised: -

LEO J. KLUTHO  
Professional Land Surveyor  
In Responsible Charge  
MISSOURI REGISTRATION NUMBER: PLS-2005019212  
EXPIRES: DECEMBER 31, 2021  
Survey Number: 211805