

BOOK 1295 PAGE 1933

General Warranty Deed

(Corporation)

38479

This Deed, Made and entered into this Thirty-First day of October nineteen hundred and eighty-nine, by and between

Whittaker Construction, Incorporated,
355-A Mid Rivers Mall DR
ST. PETERS, MO 63376

a corporation, organized and existing under the laws of the State of Missouri with its principal office in the County of St. Charles State of Missouri party of the first part, and Meadow Ridge Recreational Corporation, a Missouri not-for-profit corporation 4716 KellyKris St. Charles, Mo 63303 of the County of St. Charles State of Missouri part Y of the second part.

Witnesseth, that the said party of the first part, for and in consideration of the sum of One Dollar and other good and valuable consideration paid by the said part y of the second part, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain and Sell, Convey and Confirm unto the said part y of the second part,

the following described Real Estate, situated in the County of St. Charles, and State of Missouri, to-wit:

A tract of land being part of the Storm Water Retention Area and Common Ground as recorded on MEADOWRIDGE PLAT ONE, recorded in Plat Book 24, Pages 84, 85 and 86 of the St. Charles County Recorder's Office and being part of U.S. Survey 292, Township 46 North, Range 3 East, St. Charles County, Missouri, and being more particularly described as follows:

Beginning at the Northwest corner of the above described Storm Water Retention Area and Common Ground; thence leaving said corner and along the Northern line of said Storm Water Retention Area and Common Ground North 74°15'09" East, 50.00 feet to the centerline of an existing 30' wide electric easement as shown on said MEADOWRIDGE PLAT ONE; thence leaving said North line and along said centerline, South 03°13'51" East, 269.89 feet; thence South 03°13'17" East, 292.83 feet; thence South 29°24'58" East, 17.83 feet to the Southern line of said Storm Water Retention Area and Common Ground; thence leaving said centerline and along said Southern line, South 74°15'09" West, 133.59 feet to the Southwestern corner thereof; thence leaving said corner and along the Western line of said Storm Water Retention Area and Common Ground, North 05°22'18" East, 474.59 feet and North 01°58'36" West, 127.62 feet to the POINT OF BEGINNING and containing 1.059 Acres more or less.

TOGETHER WITH, a tract of land located in St. Charles County, Missouri and being all of the Storm Water Retention Area and Common Ground as shown on MEADOWRIDGE PLAT SIX, a subdivision as recorded in Plat Book 26, Pages 129, 130 and 131 of the St. Charles (Con/d Back) To Have and to Hold the same, together with all rights and appurtenances to the same belonging,

unto the said part y of the second part, and to its successors

~~XXXXX~~ and assigns forever.
The said party of the first part hereby covenanting that it and its successors, shall and will Warrant and Defend the title to the premises unto the said part y of the second part, and to its successors ~~XXXXX~~ and assigns forever against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 1989 and thereafter, and the special taxes becoming a lien after the date of this deed, and the exceptions set forth hereinabove.

In Witness Whereof, the said party of the first part has caused these presents to be signed by its President and its corporate seal, attested by its Secretary.



WHITTAKER CONSTRUCTION, INCORPORATED

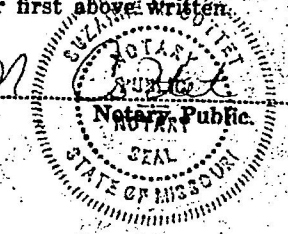
By Robert N. Whittaker, Sr. Its President.

Dr. Okhett
Secretary.

State of Missouri, } ss. On this 31st day of October, 1989,
County of St. Charles }
before me appeared Robert N. Whittaker, Sr.
to me personally known, who, being by me duly sworn, did say that he is the President
of Whittaker Construction, Incorporated,
a Corporation of the State of Missouri, and that the seal affixed to the foregoing instru-
ment 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 Robert N. Whittaker, Sr.
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 County and State aforesaid, the day and year first above written.

Suzanne M. Cottet



My term expires
SUZANNE M. COTTET
NOTARY PUBLIC STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES JUNE 18, 1993

County Recorder's Office and containing 16.2848 acres as per said plat.

Subject to all declarations, encumbrances, liens, easements, rights-of-way,
possessory rights, prescriptive rights, covenants, reservations, conditions,
and restrictions and zoning ordinances, of those not of record, and
any matter that would be disclosed by survey.

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD

1989 NOV 22 PM 12: 24

Barbara Hall
RECORDER OF DEEDS

END OF DOCUMENT

38479

GENERAL WARRANTY DEED
(Corporation)

FROM

TO

Line _____

No. _____

TRANSMISSION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, whether one or more, MEADOW RIDGE RECREATIONAL CORPORATION

a corporation of the State of Missouri, hereinafter called "Grantor" for good and valuable consideration, does hereby ~~grant~~ bargain, sell and convey to Central Electric Power Cooperative, a cooperative corporation organized under the laws of the State of Missouri with its principal office in Jefferson City, Missouri 65101 (P.O. Box 269), hereinafter called "Cooperative," and to its successors and assigns, the perpetual right to enter upon the lands of the Grantor situated in the County of St. Charles, State of Missouri, more particularly described as follows:

A strip of land 70 feet in width, being 35 feet each side of its centerline, over and across the storm water retention and Common Ground as recorded on Meadowridge Plat One, plat book 24, pages 84, 85, and 86, and Meadowridge Plat Six, plat book 26, pages 129, 130, and 131, and across a tract of land as described and recorded in Book 1295, Page 1934, all in St. Charles County Recorder's Office and herein after referred to as Meadowridge Common Ground - Said centerline is located and described as follows: From the southwesterly corner of said Meadowridge Common Ground of Meadowridge Plat One; thence N05°18'31"E, along the westerly line of said Meadowridge Common Ground, 243.76 feet to the POINT OF BEGINNING for this centerline description; thence S28°29'41"E, 455.25 feet; thence S48°20'20"E, 276.33 feet; thence S51°25'38"E, 269.98 feet; thence S24°53'32"E, 644.43 feet; thence S34°42'56"E, 720.52 feet; thence S19°49'33"E, 88.25 feet to a point on the southerly line of the aforesaid Meadowridge Common Ground of Meadowridge Plat Six, at a point that lies S73°51'55"W, 67.59 feet from the southeasterly corner thereof, and being the POINT OF TERMINATION.

Bearings are based on Claybrook Plat Three recorded in Book 24, Page 104, St. Charles County Recorder's Office.

SEE ATTACHED EXHIBIT "A"

and to construct, reconstruct, erect, add to, relocate, rebuild, modify, change operating voltage level, repair, replace, patrol, operate and maintain on the above described lands, and in and upon all streets, roads, highways, and other rights of way abutting said premises, an electric transmission line of one or more circuits, including, poles, wires, buried cable, guys, guy wires, anchors and other appurtenances necessary thereto.

At points of angle in the line, Cooperative shall have the right to place anchors, poles and guy wires off the seventy (70) foot wide easement strip granted herein.

Grantor does also hereby ~~grant~~, bargain, sell and convey to Cooperative the perpetual right to clear and keep clear by selective cutting, trimming, or removing brush, trees, and timber within thirty five (35) feet of the centerline of said electric transmission lines and all other trees which, in the opinion of the Cooperative, would endanger or be a hazard to the operation and maintenance of the lines; to dispose of the trees and brush by removing from Grantors property and to clear all structures and improvements within thirty five (35) feet of the center lines of the electric transmission lines which, in the opinion of the Cooperative, would be a hazard to the operation and maintenance of the electric lines, provided, however, that such "hazard" shall not be interpreted to include fences, picnic tables, benches, walking and riding trails or low growth vegetative species.

Cooperative shall have the right of ingress and egress to, from and over the above described lands for doing anything necessary in connection with, or useful to the enjoyment of the easement herein granted, which shall include the right to install gates in fences which cross the right of way.

Cooperative shall have the right to assign, permit or otherwise agree to the joint use or occupancy of the easement ~~by any~~ ~~other~~ ~~person~~ ~~or~~ ~~entity~~ by its Member Distribution Cooperatives.

The sole consideration to be paid by Cooperative to Grantor for the rights and privileges herein granted shall be Five Thousand Nine Hundred Fourteen dollars (\$5,914.00) to be paid within ninety days from the execution of this instrument.

Cooperative agrees to pay additionally to Grantor the actual damages to Grantor's real property and fences when and if such damages occur, occasioned by the exercise of any of the rights granted herein, it being understood that this agreement for further payment is not intended to and shall not provide additional payment for the cutting and trimming of trees, nor for the exercising of any of the rights of the easement itself, which rights are granted for the sole consideration specified in the paragraphs set forth above.

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED
FEB 20 1991
RECORDS

Grantor agrees to make no use of ~~any~~ said easement strip that would reduce line clearance or ~~in any way~~ interfere with the proper and safe operation of said transmission line by Cooperative as set out by the National Electric Safety Code.

No delay in exercising any or all of the rights granted herein to Cooperative shall be interpreted to be a surrender of any of the said rights nor abandonment of the easement granted.

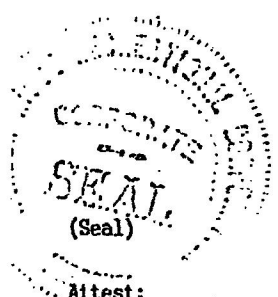
Grantor agrees that all poles, wires, transformers and all other facilities installed by and at the expense of Cooperative on Grantor's property pursuant to the rights granted by this easement shall remain the property of Cooperative and may be removed by Cooperative at its option.

All provisions contained herein shall run with the land and be binding on the parties, their heirs, successors, representatives and assigns.

Grantor states that this instrument embodies the whole agreement between Grantor and Cooperative, and that no representations, promise or agreement not expressed herein has been made to induce the Grantor to execute and deliver it, other than that certain Letter Agreement from Cooperative to Grantor, dated December 31, 1990, as amended by that certain Letter dated January 23, 1991, both of which are incorporated herein by reference, and to which this Easement is subject. Grantor states that he has read and fully understands the whole of the forgoing instrument.

Grantor covenants that he is the owner of the above described lands.

IN WITNESS WHEREOF Grantor has caused its name to be signed hereto by its _____ president, and its corporate seal to be affixed by its secretary this 11th day of February, 1991.



MEADOW RIDGE RECREATIONAL CORP.
a Missouri corporation

By Charles P. Johnson
President
Charles P. Johnson

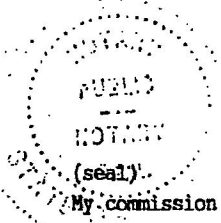
Attest:
William R. Jeude
Secretary
William R. Jeude

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

On this 12 day of February, 1991, before me Betty G. Plummer, a Notary Public in and for said State, personally appeared Charles P. Johnson and William R. Jeude known to me to be the person(s) named in, and who executed the foregoing instrument, and acknowledged that they executed the same for the purposes therein stated as _____ voluntary act and deed.

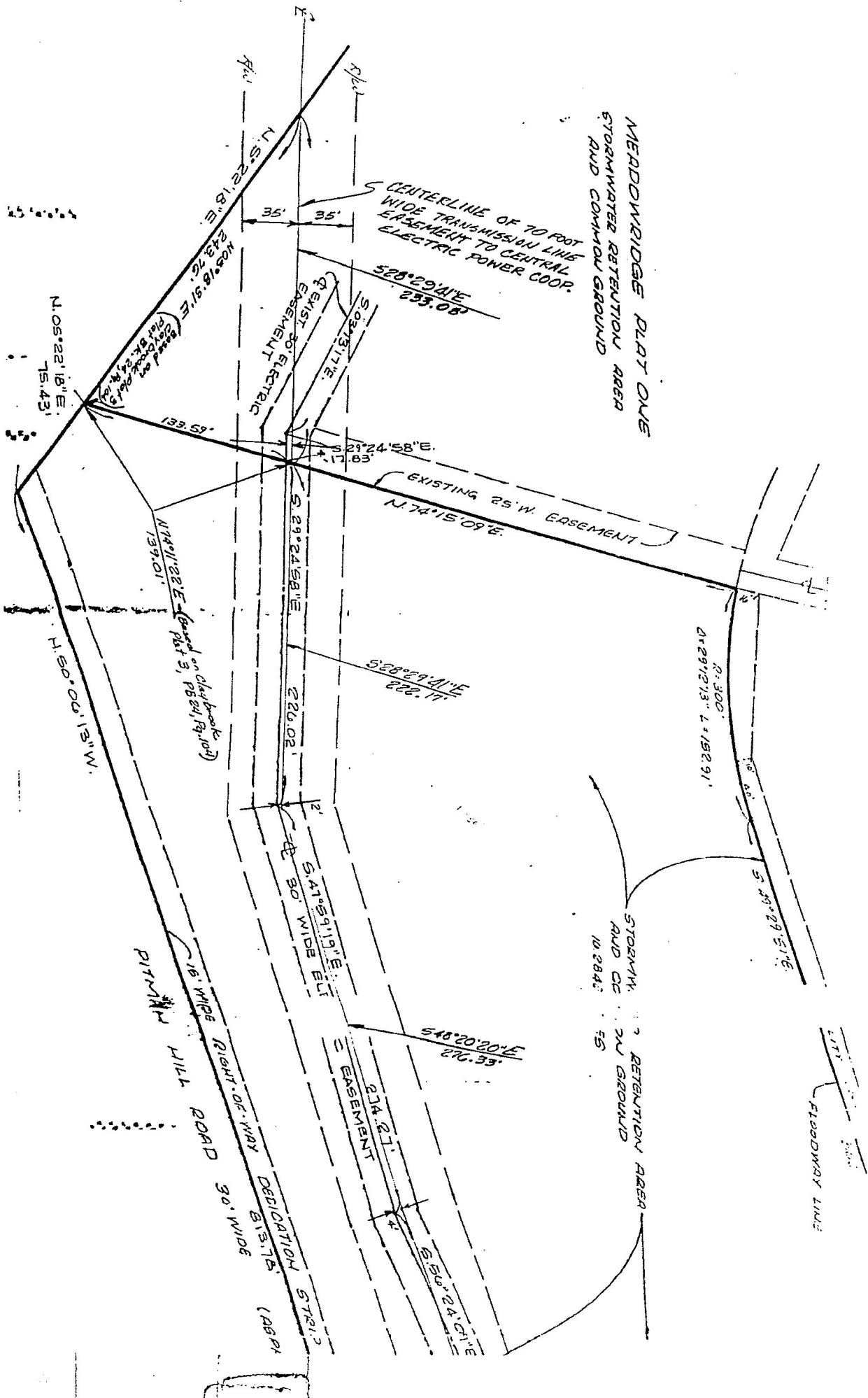
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Betty G. Plummer
Notary Public



My commission expires:
BETTY G. PLUMMER, NOTARY PUBLIC
ST. CHARLES COUNTY
STATE OF MISSOURI
MY COMMISSION EXPIRES 8-27-94

MEADOWRIDGE PLAT ONE
STORMWATER RETENTION AREA
AND COMMON GROUND



N. 05° 22' 18" E.
75.431'

H. 50° 00' 15" W.

PITMAN HILL ROAD
16' WIDE RIGHT-OF-WAY DEDICATION 5782.0
30' WIDE
815.75 (ASPT)

CENTERLINE OF 70 FOOT WIDE TRANSMISSION LINE EASEMENT TO CENTRAL ELECTRIC POWER COOP.
520° 29' 41" E. 223.08'
35'
35'

EXISTING 25' W. EASEMENT
N. 74° 15' 09" E.
S. 29° 24' 58" E. 17.83'

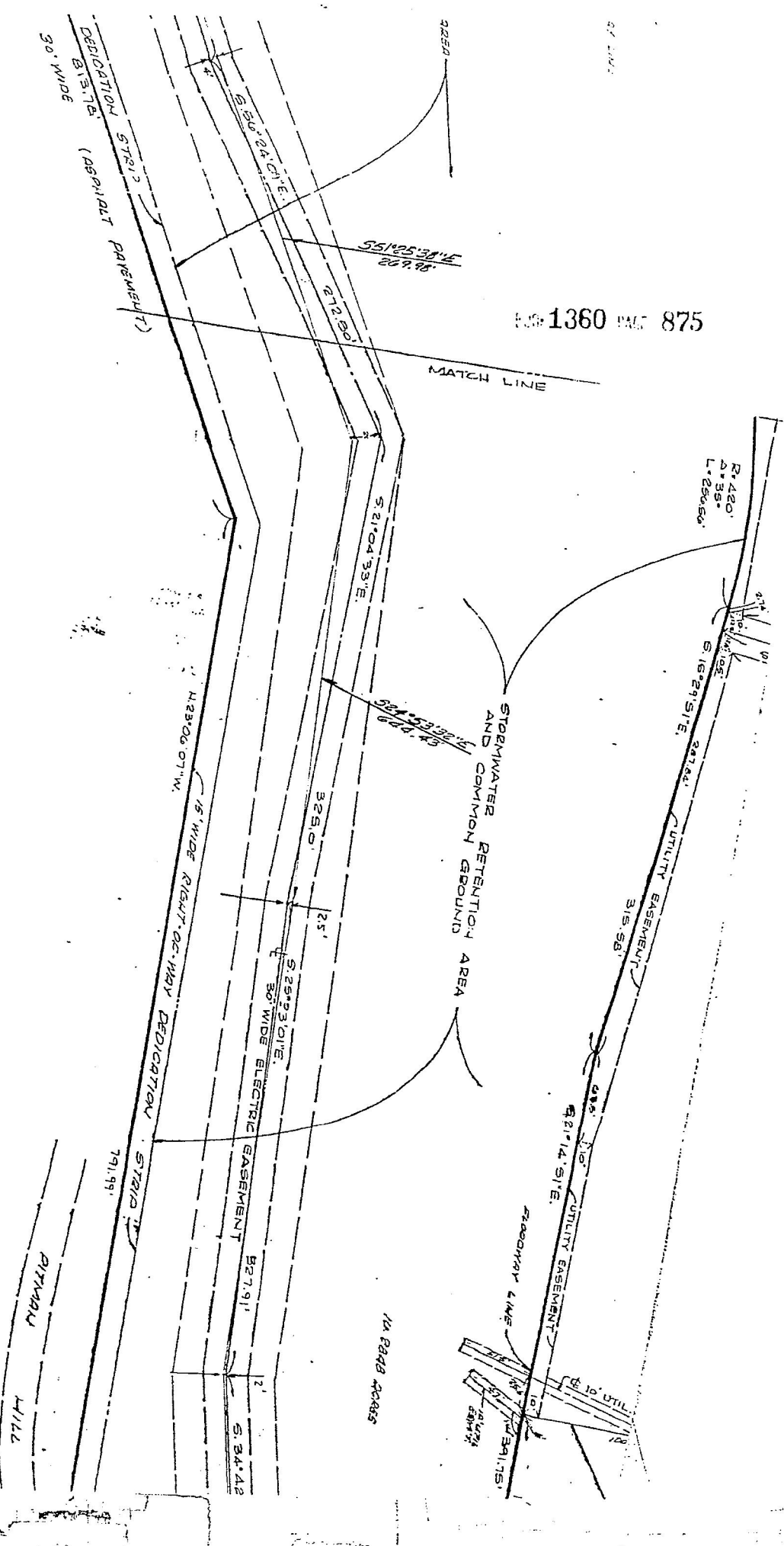
S. 29° 24' 58" E. 226.02'
S. 29° 24' 58" E. 226.02'
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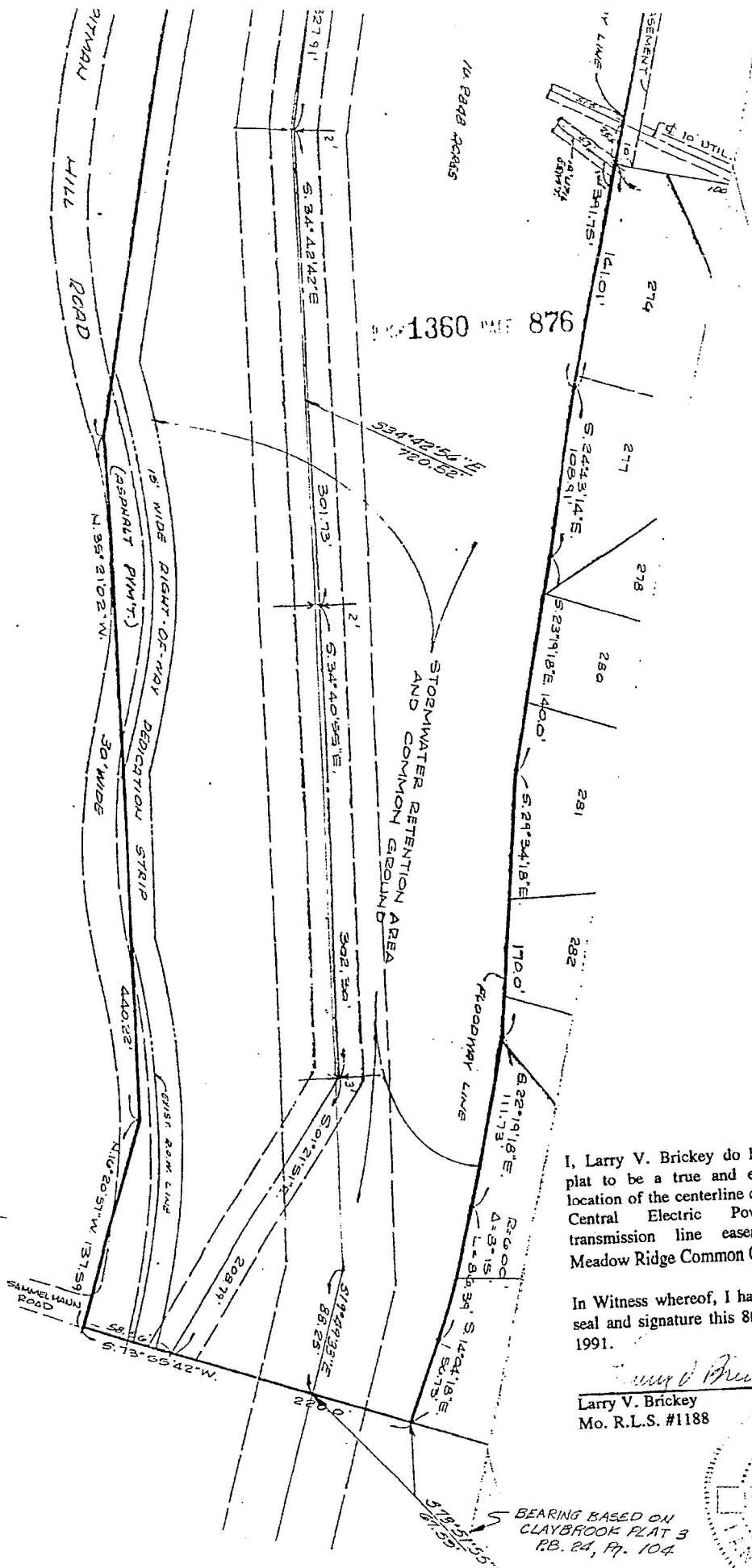
S. 41° 59' 19" E. 214.21' EASEMENT
S. 48° 20' 20" E. 202.02' EASEMENT
S. 50° 24' 21" E. 214.21' EASEMENT
STORMWATER RETENTION AREA AND COMMON GROUND 102845
FLOODWAY LINE

R. 300'
D. 291' 2.13" L. 152.91'
S. 49° 29' 51" E.

1360 PAGE 875

MATCH LINE



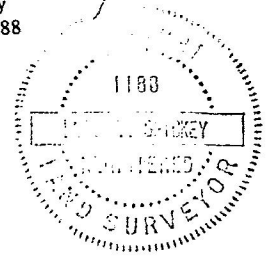


1360 PAGE 876

I, Larry V. Brickey do hereby certify this plat to be a true and exact copy of the location of the centerline of the 70 foot wide Central Electric Power Cooperative transmission line easement across the Meadow Ridge Common Ground.

In Witness whereof, I have hereunto set my seal and signature this 8th day of February, 1991.

Larry V. Brickey
 Larry V. Brickey
 Mo. R.L.S. #1188



BEARING BASED ON CLAYBROOK PLAT 3 RB. 24, Pp. 104