

PRIVATE ROAD MAINTENANCE AGREEMENT

An Agreement made this original date of November 20, 2013 applicable to the undersigned parcel owners and users,

RECITALS

WHEREAS, Mystical Lane is a private road situated in Haw Creek Township, County of Morgan, State of Missouri, and

WHEREAS, the undersigned parcel owners are the owners or users of the Roadway Property situated in Haw Creek Township, County of Morgan, and State of Missouri, commonly known as Mystical Lane, and described as follows:

A private road which commences at the intersection of the north/south boundary of sections 10 and 11 of Haw Creek Township, Morgan County, Missouri and Fairground Road of Morgan County, Missouri; thence meandering in a southerly direction approximately 1220 feet to the boundary of sections 11 and 14 of Haw Creek Township, Morgan County, Missouri; thence approximately 2995 feet to the end of the road at the approximate map coordinates of 38° 24' 16" N and 92° 53' 15" W in section 14 of the afore said township.

WHEREAS, the parties desire to enter into an Agreement regarding the costs of maintenance and improvements to Mystical Lane; and

WHEREAS, it is agreed that future parcel owners or users will add their signatures to this document;

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Vehicle and Pedestrian Access Easement. The Roadway Property shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all the parcel owners and their occupants, agents, employees, guests, services and emergency vehicles.

2. Utility Easement. The Roadway Property shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained.

3. Road Commission Agent. A Road Commission Agent shall be elected by a majority of the subscribed property owners, will serve a term of two years, and can be replaced or renewed at any time by a simple majority vote of the subscribed parcel owners. The Road Commission Agent shall be responsible for monitoring the condition of the road surface and initiating maintenance activities as needed to maintain the minimum road surface standards. No maintenance or repairs shall be initiated unless sufficient funds are available in the Road Maintenance Fund.

4. Acting Road Commission Agent. Until such time as a proper election among the subscribed property owners can be held, Thomas Apgar will serve as the Road Commission Agent, unless replaced or renewed by a simple majority of subscribed parcel owners..

5. Road Maintenance. Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to insure the provision of safe access by emergency vehicles. If any parcel owner performs improvements, maintenance, repairs or replacements without the approval of the other lot owners prior to performing such work, the lot owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency.

6. Driveway(s). All parcel owners shall maintain their ingress and egress routes in such a manner as to not cause deterioration to the private road, i.e. culverts or whistles shall be installed in such a manner that surface water will be diverted to ditches or other appropriate drainage conveyances and not spilled on to the roadway.

7. Parking. For the safety of the residents, no machinery, trailers, vehicles or other property may be stored or parked upon Mystical Lane except parking of vehicles for limited periods of time (not to exceed twelve hours).

8. Cost Sharing. Road maintenance, snowplowing and road improvement costs shall be shared equitably between the parcel owners sharing access to the above mentioned road. Parcel owners who have not constructed nor dwell on the Private Road shall be encouraged to share in this agreement.

9. Prepayment. Prepayment of maintenance, snowplowing and improvement costs will be made to the road maintenance account by each property owner. Each parcel owner shall contribute \$200 annually or \$17 monthly for the anticipated cost for road maintenance, road improvements, and annual snow removal. The money will be remitted to the Road Commissioner Agent; all money(s) collected shall be handled according to Paragraph No. 13.

10. Definition of a Parcel. A parcel is defined as a land entity having a certified survey map (CSM), a platted subdivision lot number, or a parcel identification number in the case of unplatted lands. Each parcel is assessed and granted (1) vote regardless of the number of owners. If a parcel is owned by more than one person, all of the owners of the parcel will collectively be referred to as the "parcel owner" for purposes of this Agreement, and will be entitled to one collective vote (i.e. each parcel represents one vote in the matters covered by this Agreement).

11. Future Parcels. Any additional parcels gaining access to the Private Road by way of splitting existing parcels will be bound by all terms and conditions of this agreement, and will be required to pay that portion of the maintenance, snowplowing and improvement costs incurred after the split. If any additional parcels are created after the original Private Road Maintenance Agreement is signed, the new parcel owners must also sign the agreement. When a parcel is being sold on a land contract, the land contract vendee shall be deemed the owner of record.

12. Snow Plowing. The Private Road shall be snowplowed so as to permit year round access. The cost shall be shared by the parcel owners as indicated in Paragraph No. 7 above. Parcel

owners or lessees who elect to perform this maintenance will be considered private contractors and shall be remunerated as such from the road maintenance fund. Individual driveway snow plowing, if desired, will be invoiced to the parcel owners directly by the snow plow contractor.

13. Checking Account. The Road Commission Agent shall establish and maintain a bank checking account with a local bank, and will prepare and distribute to the herein affected parcel owners an annual income and expense report and a yearend balance sheet, accounting for all funds received and disbursed.

14. Effective Term. This Agreement shall be perpetual, and shall encumber and run with the land as long as the road remains private.

15. Binding Agreement. This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.

16. Amendment. This Agreement may be amended only by two-thirds majority consent of all subscribed parcel owners.

17. Enforcement. This Agreement may be enforced by a majority of parcel owners. If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if the party prevails.

18. Disputes. If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all of the lot owners. Contact information for local arbitrators can be obtained through the American Arbitration Association. In selecting a third party arbitrator, each lot shall be entitled to one vote and the nominee receiving a majority of the votes shall be the arbitrator. All parties shall share in the cost of any arbitration.

19. Notices. Parcel owners under the Agreement shall be notified by mail or in person. If an address of a parcel owner is not known, a certified notice will be mailed to the address to which the parcel owner's property tax bills are sent.

20. Invalidity. Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.

21. Other Agreements. This Private Road Maintenance Agreement replaces all previous Private Road Maintenance Agreements regarding the described Private Road.

22. Recording This Document. Original and amended copies of this document, including added signatures, shall be recorded and provided to the County Clerk of Morgan County by the Road Commission Agent.

Signed on _____, 2013

STATE OF _____)

COUNTY OF _____)

On _____, 2013, _____ personally appeared before
me and acknowledged that this instrument was executed as his/her free act and deed.

Notary Public