

Unofficial Document

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Agreement to Improve and Maintain Roadway 444

This Agreement, Made and entered into on this 1st day of July, 1992, by and between Curt R. Kelly and Peggy J. Kelly and any prospective Buyer(s) of the following properties herein described, to Wit:

Tract #5, A tract of land located in the S/W quarter of Sec. 21, Twn. 51 N., Range 12 W., Boone County Mo., described as follows: Starting at the S/W corner of Sec. 21, go north 1320' feet, thence east 40' feet to point of beginning, thence east 500.5' feet, thence north 775.35' feet to State Hwy. "V" right-a-way, thence northwest 546.67' feet along right-a-way, thence south 995.27' feet to point of beginning, containing approx. 10.08 acres.

Tract #6, A tract of land located in the S/W quarter of Sec. 21, Twn. 51 N., Range 12 W., Boone County Mo. described as follows: Starting at the S/W corner of Sec. 21, thence with the west line of Sec. 21 as shown by survey recorded in Book 1109, Page 738, go north 660' to point of beginning; thence continuing north 660'; thence parallel with the south line of sec 21-51-12, 662' to the northwest corner of tract # 3 of said survey; thence with the west line of said Tract #3, south 660' thence west 662' to the point of beginning, containing 10.03 acres.

Tract #8, A tract of land located in the S/E quarter of Sec. 20, Twn. 51 N., Range W. Boone County Mo. described as follows: Starting at the S/W corner of Sec. 20-51-12 go north 660.0' to point of beginning; thence west 660.0', thence north 660.0', thence east 660.0', thence south 660.0' to point of beginning, containing 10 acres.

Tract # 9, A tract of land located in the S/E quarter of Sec. 20, Twn. 51 N., Range 12 W., Boone County Mo. described as follows: The south 1/2 of the N/W quarter of the S/E quarter of Sec. 20-51-12, and the south 1/2 of the N/E quarter of the S/E quarter of Sec. 20-51-12, containing 40 acres.

Tract 10; A tract of land located in the S/W quarter of Sec. 21, Twn. 51 N., Range 12 W., Boone County Mo. described as follows: Starting at the S/W corner of sec. 21-51-12 go north 1320' feet to point of beginning. Thence continue north 1012.85' feet to State highway "V" right-a-way, thence southeast along right-a-way 43.70' feet thence south 995.27' feet thence west 40.0' feet to point of beginning containing .92 acres reserved for road and utility purposes and is not for development.

Whereas, The Sellers desire to reduce to writing the covenants and agreements with respect to all of the above described lands now owned by the seller for the improvement and maintenance of a private road from the north line of Tracts #6 and #8 to the state right-a-way of highway V.

Now Therefore, In consideration of the above and foregoing and the mutual covenants and agreements herein after recited, the Seller hereby agrees as follows.

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1. The Owner (Seller) agrees that the distance from the north line of Tracts #6 and #8 above described, to the right-of-way of state highway V is approximately 1012.85 feet.

2. The Owners (Sellers) agree that in order to maintain the said private road they shall pay for the cost and expense of purchasing and applying a minimum of 45 tons of rock per calendar year over said 1012.85 feet of roadway, together with such annual improvements and maintenance to said roadway as shall be mutually agreed upon by and between the Owner (Seller) and potential buyers, such cost and expense to be borne and paid on an annual basis as and when said costs and expenses are incurred by the 5 owners of the above described tracts in the following described percentages.

Owners	% of costs
Tract 5,	20 %
Tract 9,	20 %
Tract 6,	30 %
Tract 8,	30 %
Tract 10,	0%

3. The Owner (Seller) and potential buyers further agree that there shall be an annual meeting of the then existing owners of the above described tracts for the purpose of discussing and making decisions with regard to such matters as (including but not limited to) selections contractor, specifications, materials and the like and the cost thereof as to construction, application, improvements, upgrading, maintenance, repair and the like of said roadway consistent with not less than at least the above described minimum requirement.

4. The covenants and agreements recited in this agreement to improve and maintain roadway shall be effective as of January 1, 1993 which shall run with land above described and shall be binding upon the land owners hereto and upon their respective heirs and successors in title and assigns. As and when any of the above described tracts shall be sold and conveyed, the seller (s) thereof shall be relieved and released from all further responsibility, liability and obligations as hereinabove set forth, except for such financial obligations for the calendar year in which such sale conveyance takes place which shall be subject to mutual agreement between the seller (s) and purchaser (s) of any such tract (s) or as to any proration of such financial obligation for the calendar year of said sale and conveyance.

5. The parties contemplate that tract # 10 will be conveyed by them via legal descriptions that will provide them the owners non-exclusive roadway easements over the said tract for the purposes of this agreement,

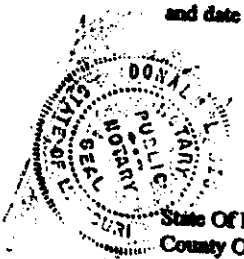
6. This agreement may be altered, changed, modified or repealed by the unanimous written consent of all of the then owners of the above described tracts which such unanimous written consent of all owners shall be notarize and recorded in the office of the Boone County Recorder of Deeds. Further, such owners may unanimously agree in

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any calendar year to alter or reduce the minimum requirements herein above set forth, or they may agree that no such improvements or maintenance is required in any given calendar year. In either such event, such unanimous agreement by all of the said owners shall be reduced to writing for each such calendar year, said agreement to be signed by all said land owners, with each receiving a signed copy thereof. In the absence of any of the foregoing, however, in the event any owner shall fail or refuse to pay his, her, it's or there required percentage share of the above described minimum annual cost and expense for improvements and maintenance of said roadway as hereinabove recited, the owner (s) of the remaining tracts shall have the right to proceed against such defaulting owner (s) at law or in equity to compel payment or to recover damages, or both. Failure to proceed against any defaulting owner (s) in any given calendar year shall not constitute a waiver of the right to so proceed for any continuing or subsequent default (s).

In Witness whereof, the undersigned have hereunto set their hands, all as of the day and date first above written.



Curt R. Kelly
Curt R. Kelly
Peggy J. Kelly
Peggy J. Kelly

State Of Missouri
County Of Boone

Subscribed and sworn to before the undersigned, a Notary Public, by Curt R. Kelly and Peggy J. Kelly, husband and wife, who acknowledged that they signed the above and foregoing agreement to improve and maintain roadway as their free act and deed, on this 15 day of July 1992.

My Commission Expires:

March 25, 1994
Donald L. Bishop
Notary Public
DONALD L. BISHOP

STATE OF MISSOURI)
COUNTY OF BOONE) SS.

Document No. 1083

I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 23rd day of January, 1995 at 12 o'clock and 49:16 minutes PM and is truly recorded in Book 1131 Page 444.

Witness my hand and official seal on the day and year aforesaid.

BETTIE JOHNSON, RECORDER OF DEEDS
by Lisa Victor deputy

