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Electronically Recorded
Choice Escrow and Land Title, LLC

Kelly Hall
Recorder of Deeds

Title of Document: Roadway Maintenance Agreement

Date of Document: 7/9/21

Grantor(s): Kelly Investment Properties, LLC
143 State Highway CC, Suite E
Nixa, MO 65714

Grantee(s): Kelly Investment Properties, LLC

Mailing Address(s): WHEN RECORDED PLEASE MAIL TO:
David A. Fielder
c/o Lowther Johnson, Attorneys at Law, LLC
901 St. Louis Street, 20th Floor
Springfield, MO 65806

Legal Description: Declan Court a private drive as shown on
The Plat of Kelby Creek Phase VI a Planned Unit Development
In Plat Book at Page 318 Slide 4675

Reference Book and Page(s): Plat Book 1 Page 318 Slide 4675

STREET MAINTENANCE AGREEMENT

THIS STREET MAINTENANCE AGREEMENT (hereinafter "Agreement") made and entered into this 9th day of July 2021, by and between the undersigned owners.

RECITALS:

WHEREAS, Declan Court is a private road situated in Kelby Creek, a planned unit development which is platted as Kelby Creek Phase VI and recorded with the Recorder of Deeds for Christian County in Plat Book 1 Page 318 Slide 4675 and located in Nixa, Christian County, Missouri (hereinafter "Roadway Property"); and

WHEREAS, the undersigned parcel owners are the owners or users of the roadway property commonly known as Declan Court and described on the Kelby Creek Phase VI plat recorded with the Christian County Recorder's Office; and

WHEREAS, the parties desire to enter into this Agreement regarding the costs of maintenance and improvements to Declan Court into the future; and

WHEREAS the parties desire to enter into this Agreement regarding the ownership and control of Declan Court into the future; and

WHEREAS, it is agreed that all future parcel owners will be bound by this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties agree as follows:

1. Ownership and Control. The undersigned parcel owners hereby convey and dedicate the roadway property known as Declan Court to the Kelby Creek Property Owners Association.
2. 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.
3. Utility Easements. 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 as to the parcels abutting the Roadway Property.
4. Road Commission Agent. A Road Commission Agent shall be elected by a majority of the property owners that abut the Roadway Property, will serve a term as agreed to by the property owners that abut the Roadway Property and can be replaced or

renewed at any time by a simple majority vote of the property owners that abut Roadway Property. 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.

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. A majority vote of property owners that abut the Roadway Property is required for any road improvements and to accept the bid for any road improvement contract. Before authorizing the expenditures for future road improvements, parcel owners will be notified by the Road Commission Agent, cost estimates will be provided, and a majority agreement will be required. If any parcel owner performs improvements, maintenance, repairs or replacements without the approval of the other lot owners abutting the Roadway Property prior to performing such work, the lot owner performing such work shall be liable for the entire cost thereof, unless such work is deemed an emergency. However, where emergency repairs are necessary as more particularly noted in paragraph 13 below, neither majority vote nor prior approval is necessary before making such improvements or undertaking such maintenance.

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

7. Cost Sharing. Road maintenance, snowplowing and road improvement costs shall be shared on a pro-rata basis between the parcel owners having access to and abutting the Roadway Property. Each parcel owner's share of costs incurred shall be determined as follows: Pro-rated cost share will be based upon the number of lots abutting the Roadway Property.

8. Prepayment. Prepayment of maintenance, snowplowing and improvement costs will be made to the road maintenance account by each property owner. Annually on or before a date as specified by the Road Commission Agent, each parcel owner will contribute their pro-rated share of the estimated annual cost for road maintenance, road improvements, and annual snow removal. The Road Commission Agent shall send each parcel owner a two week notice of the annual payments due.

9. Definition of Parcel. A parcel is defined as a land entity having a platted subdivision number abutting the Roadway Property. Each parcel is assessed and granted one 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 purpose of this Agreement and will be entitled to one collective vote.

10. Snow Plowing. The Roadway Property shall be snowplowed so as to permit year round access. The cost shall be shared by the parcel owners as indicated in paragraph 7.

Individual driveway snowplowing, if desired, will be invoiced to the parcel owners directly by the snow plow contractor.

11. 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 property owners that abut Roadway Property an annual income and expense report and a year end balance sheet, accounting for all funds received and disbursed.

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

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

14. Amendment. This Agreement may be amended only by a two-thirds majority vote of all of the land owners abutting the Roadway Property, and express written consent of both the City of Nixa and the Kelby Creek Property Owners Association.

15. Enforcement. This Agreement may be enforced by a majority of the parcel owners abutting the Roadway Property. 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.

16. 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 abutting the Roadway Property. In selecting the arbitrator each owner shall be entitled to one vote and the person receiving a majority of votes shall be the arbitrator. All parties shall share in the cost of any arbitration.

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

18. Invalidity. Should any provision of this Agreement be deemed to be 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.

19. Other Agreements. This Agreement replaces all previous road agreements regarding Declan Court.

20. Successors and Assigns. It is the intent of the parties that this Agreement shall run with the land and shall bind all of the parcel owner's successors and assigns.

21. Recording. Original and amended copies of this document including signature pages shall be recorded and provided to the Recorder of Deeds for Christian County, Missouri.

The undersigned property owners agree to the terms of this document the date set forth above.

Kelly Investment Properties, LLC

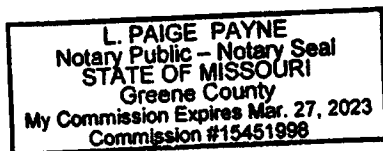
By: Sean Collins
Sean Collins, Managing Member

[SIGNATURES CONTINUED ON THE NEXT PAGE]

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

On this 9th day of July 2021 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sean Collins, to me personally known, who being by me duly sworn, did say that he is the Managing Member of Kelly Investment Properties, LLC, a Missouri Limited Liability Company, and that said instrument was signed on behalf of said Limited Liability Company, and said Sean Collins acknowledged said instrument to be the free act and deed of said Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Springfield, Missouri the day and year set out above.



L. Paige Payne
Notary Public
L. Paige Payne

My Commission Expires: _____