

AGREEMENT REGARDING ROAD ASSESSMENTS & BOND & USE OF ROADWAYS

COME NOW the Parties, **COOKSEY CONSTRUCTION, INC.**, and its successors and assigns, hereinafter referred to as "Cooksey", and **DAN TRACY, GEORGE WAHBE, and GEORGETTE KRJAMALMEYER**, as Trustees of **HERMITAGE HILLS SUBDIVISION**, hereinafter referred to as "Trustees", and for their agreement regarding road assessments and bond and use of roadways, state as follows:

WHEREAS, Hermitage Hills Subdivision is a platted subdivision within Jefferson County, Missouri; and

WHEREAS, Cooksey is a construction company building homes in and around Hermitage Hills Subdivision; and

WHEREAS, the Trustees are acting on behalf of the homeowners of Hermitage Hills Subdivision; and

WHEREAS, a dispute has existed between Cooksey and the Trustees with regard to the use of roads and payment of bond for Cooksey Construction within the subdivision; and

WHEREAS, the Parties now wish to resolve those above-referenced issues.

WHEREFORE, the Parties, for mutual consideration herein stated, agree as follows:

1. Cooksey shall provide approximately 300 feet of concrete paving to Walnut Ridge Road and pay to the Trustees a sum of Seven Thousand Five Hundred Dollars (\$7,500.00) in complete and full satisfaction for any and all damage which his equipment may have done to the roads and common areas of Hermitage Hills Subdivision up through the date of this Agreement. Cooksey is hereby forever released from liability for any such damage.
2. For homes constructed within Hermitage Hills Subdivision, Cooksey shall post a One Thousand Dollar (\$1,000.00) bond for any home directly serviced by an asphalt road. No bond shall be required for construction of homes which are directly serviced by concrete roads. When bond is required, Cooksey and the Trustees shall agree which roads shall be used for ingress and egress on said construction projects, and if no visible damage exists to those roads after completion of construction, then the bond shall be returned to Cooksey.
3. Cooksey shall be given permission to utilize the concrete streets of Hermitage Hills Subdivision for ingress and egress during construction on real estate of Chancellor Farms, said real estate platted as all of lots 313 through 322 of Chancellor Farms, a subdivision in Jefferson County, Missouri, as per plat thereof recorded in Book 99,

Page 14. No bond shall be posted by Cooksey for said ingress and egress. Any indenture and restrictions for said lots shall provide that after conveyance of said lots from Cooksey Construction, Inc., the subsequent owner of said lot shall be responsible to pay an assessment of TWO HUNDRED FIFTY DOLLARS (\$250.00) ^{GEW} per year per lot to the Trustees of Hermitage Hills Subdivision for the upkeep of the roads in Hermitage Hills Subdivision. The Trustees shall convey an easement to Cooksey and his successors and assigns for access to Chancellor Farms Subdivision for ingress and egress over any and all platted roadways within Hermitage Hills Subdivision.

4. This Agreement is intended to settle any and all disputes between the Parties herein, and the Trustees and Cooksey forever release and discharge each other from any liability for any disputes, acts or omissions occurring prior to the date of this Agreement.
5. This document represents the complete agreement of the Parties and this Agreement supersedes any previous discussions, correspondence, or other communication.

COOKSEY CONSTRUCTION, INC:

By: _____
 DENNIS COOKSEY, President

Date: _____

Trustees of HERMITAGE HILLS SUBDIVISION:

By: *Dan Tracy*
 DAN TRACY, Trustee

Date: 3-20-2000

By: *George Wahbe*
 GEORGE WAHBE, Trustee

Date: 3-20-2000

By: *George Kreamalmeyer*
 GEORGE ITE KREAMALMEYER, Trustee

Date: _____

EASEMENT DEED

THIS DEED Made and entered into this 20th day of March, 2000, by and between Dan Tracy, George Waibe, and Georgette Kreamalmeyer, Trustees of Hermitage Hills Subdivision, of the County of Jefferson, State of Missouri, as Grantors and Cooksey Construction, Inc., and its heirs, successors, and assigns, of the County of Jefferson, State of Missouri, as Grantee.

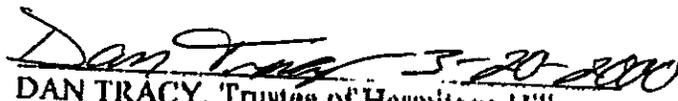
WITNESSETH, that the said Grantors, for and in consideration of the sum of \$1.00 paid by Grantee, the receipt of which is hereby acknowledged, does by these presents Grant unto the said Grantee, its heirs, successors, and assigns,

An Easement for the purpose of ingress and egress for the construction and occupancy of residential homes in Chancellor Farm Subdivision, platted as all of lots 313 through 322 of Chancellor Farms, a subdivision in Jefferson County, Missouri, as per plat thereof recorded in Plat Book 99, Page 14, over the following described Real Estate, situated in the County of Jefferson, State of Missouri, to-wit:

Any and all roadways within Hermitage Hills Subdivision, said subdivision being recorded in Plat Book 36, Page 4 and 5 of the Jefferson County Land Records.

To Have and to Hold the said Easement, together with all rights and appurtenances to the same belonging, unto the Grantee, and its heirs and assigns forever.

In Witness Whereof, the Grantors have executed these presents the day and year first above written.


DAN TRACY, Trustee of Hermitage Hills Subdivision

GEORGE WAIBE, Trustee of Hermitage Hills Subdivision


GEORGETTE KREAMALMEYER, Trustee of Hermitage Hills Subdivision