

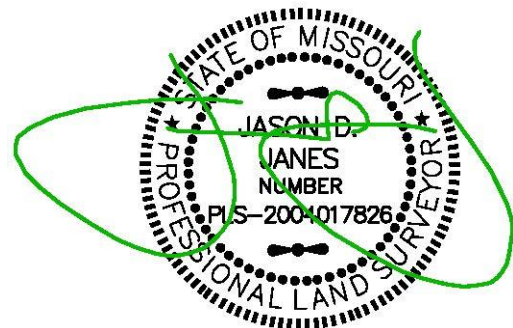


Description – Dane Omohundro
11.4 Acre Tract #1.1

2021-006733
February 23, 2021

A tract of land lying in U.S. Survey #1708, Township 51 North, Range 1 West, Lincoln County, Missouri being more fully described as follows to wit:

Commencing at a found Stone marking the Northwest Corner of Lot 5 of U.S. Survey #1708; thence South 20 degrees, 24 minutes and 35 seconds East along the West line of said Lot 5 and along Lincoln County Route #248 a distance of 528.35 feet to a found 5/8" iron pin on the centerline of Prairie Ridge Road marking the **True Point of Beginning**; thence North 64 degrees, 37 minutes and 15 seconds East leaving said West line and said County Route and along said centerline 43.00 feet; thence North 31 degrees, 05 minutes and 58 seconds East along said centerline 193.75 feet; thence North 16 degrees, 53 minutes and 12 seconds East along said centerline 247.41 feet; thence North 14 degrees, 50 minutes and 37 seconds East along said centerline 194.30 feet; thence North 52 degrees, 22 minutes and 03 seconds East along said centerline 86.97 feet; thence North 64 degrees, 22 minutes and 03 seconds East along said centerline 281.82 feet to a point from which a 5/8" iron pin bears South 18 degrees, 35 minutes and 14 seconds East 20.00 feet; thence South 18 degrees, 35 minutes and 14 seconds East leaving said centerline 803.55 feet to a found 5/8" iron pin; thence South 68 degrees, 13 minutes and 25 seconds West 794.95 feet to the West line of said Lot 5, from which a found 5/8" iron pin bears North 68 degrees, 13 minutes and 25 seconds East 30.00 feet; thence North 20 degrees, 24 minutes and 35 seconds West along said West line and said County Route 290.85 feet to the Point of Beginning, containing 11.4 Acres, more or less, with the above described being subject to that portion now being used for public road purposes and subject to easements and rights-of-way of record or not record, if any. As per survey #2021-006733 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 during February of 2021.



February 23, 2021

Prepared by
JANES SURVEYING, Inc.
222 South Main
Palmyra, Missouri 63461

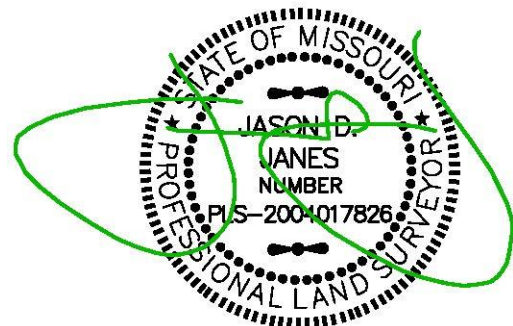


Description – Dane Omohundro
11.4 Acre Tract #1.2

2021-006733
February 23, 2021

A tract of land lying in U.S. Survey #1708, Township 51 North, Range 1 West, Lincoln County, Missouri being more fully described as follows to wit:

Commencing at a found Stone marking the Northwest Corner of Lot 5 of U.S. Survey #1708; thence South 20 degrees, 24 minutes and 35 seconds East along the West line of said Lot 5 and along Lincoln County Route #248 a distance of 819.20 feet to a point from which a 5/8" iron bears North 68 degrees, 13 minutes and 25 seconds East 30.00 feet; thence North 68 degrees, 13 minutes and 25 seconds East leaving said West line and said County Route 794.95 feet to a found 5/8" iron pin marking the **True Point of Beginning**; thence North 18 degrees, 35 minutes and 14 seconds West 803.55 feet to the centerline of Prairie Ridge Road, from which a 5/8" iron pin bears South 18 degrees, 35 minutes and 14 seconds East 20.00 feet; thence North 64 degrees, 22 minutes and 03 seconds East along said centerline 31.19 feet; thence North 64 degrees, 02 minutes and 45 seconds East along said centerline 193.64 feet; thence North 51 degrees, 00 minutes and 45 seconds East along said centerline 249.64 feet to a point from which a found 5/8" iron pin bears South 19 degrees, 45 minutes and 00 seconds East 20.00 feet; thence South 19 degrees, 45 minutes and 00 seconds East leaving said centerline 698.90 feet to a found 1/2" iron pin; thence South 10 degrees, 31 minutes and 13 seconds East 373.30 feet to a found 5/8" iron pin; thence South 37 degrees, 09 minutes and 50 seconds West 254.77 feet to a found 5/8" iron pin; thence South 67 degrees, 40 minutes and 33 seconds West 159.37 feet to a found 5/8" iron pin; thence North 27 degrees, 48 minutes and 14 seconds West 306.92 feet to the Point of Beginning, containing 11.4 Acres, more or less, with the above described being subject to easements and rights-of-way of record or not record, if any. As per survey #2021-006733 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 during February of 2021.



February 23, 2021

Prepared by
JANES SURVEYING, Inc.
222 South Main
Palmyra, Missouri 63461



Recording Date/Time: 12/14/2020 at 08:39:30 AM

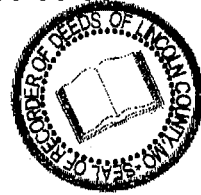
Instr #: 2020014766

Book: 2456 Page: 673

Type: EASE

Pages: 12

Fee: \$57.00 \$ 20200014020



Dottie D. Crenshaw
Recorder of Deeds

LANDMARK TITLE AND GUARANTY CO

DECLARATION OF PRIVATE ROADWAY EASEMENT AND UTILITY EASEMENT AGREEMENT

THIS DECLARATION, made by Robert Dane Omohundro, Kaylee Marie Omohundro, Boyd B. Mills, and Tylie J. Mills (collectively, and herein after referred to, as "Declarant" or "Declarants") with their principal place of business located at 20812 Highway W, Clarksville, MO 63366.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in the Counties of Lincoln and Pike, Missouri as shown on the Boundary Survey situated in the Counties of Lincoln and Pike, Missouri, and which Boundary Survey was filed in the Lincoln County, Missouri Recorder of Deeds Office on December 11, 2020, in Plat Book 3 at Page 654 and filed in the Pike County, Missouri Recorder of Deeds Office on December 11, 2020, in Plat Book 7 at Page 726 which **real property is more particularly described on "Schedule A"** annexed hereto hereinafter referred to as the "Property;" and

WHEREAS, Declarant has proposed residential development on the Property; and

WHEREAS, Declarant desires to provide for the use and maintenance of a private roadway known and designated on said Boundary Survey, the metes and bounds of which are as described thereon as a 30.00 feet wide Roadway Easement, and for the use and maintenance of a utility easement known and designated on said Boundary Survey, the metes and bounds of which are as described thereon as a 70.00 feet wide Utility Easement. **The Roadway Easement and the Utility Easement are more particularly described on "Schedule B,"** annexed hereto and collectively referred to as the "Common Area."

NOW, THEREFORE, Declarant hereby declares that the Common Area shall be constructed, held, conveyed, used, and maintained in accordance with the provisions of this Declaration.

ARTICLE I. Definitions

Section 1. Declarant shall mean and refer to Robert Dane Omohundro, Kaylee Marie Omohundro, Boyd B. Mills, and Tylie J. Mills and their successors and assigns.

Section 2. Association shall mean and refer to the collective owners of the Lots, as described

below, and their successors and assigns, which is an unincorporated association, upon the conveyance of all Lots by Declarant. Until that time, the Declarant shall act as and for the Association with all powers and responsibilities as set forth hereinafter.

Section 3. Board or Board of Directors shall mean and refer to the Board of Directors of the Association after the Declarant has conveyed all Lots.

Section 4. Member shall mean and refer to every person or entity who owns a Lot in the subdivision.

Section 5. Boundary Survey shall mean and refer to the Boundary Survey filed in the Lincoln County, Missouri Recorder of Deeds Office on December 11, 2020, in Plat Book 3 at Page 654 and filed in the Pike County, Missouri Recorder of Deeds Office on December 11, 2020, in Plat Book 7 at Page 726.

Section 6. Property shall mean and refer to all the real property shown on the Boundary Survey, encompassed within the legal description attached hereto as Schedule A.

Section 7. Common Area shall mean the roadway and the utility easement designated on the Boundary Survey being the real property to be owned as provided for hereinafter in Article III, Section 1, for the common use and enjoyment of the members of the Association.

Section 8. Lot shall mean and refer to each of the following six (6) plots of land shown on the recorded Boundary Survey with the following acreages, more or less, to-wit: 22.0 acres, 31.5 acres, 24.4, 28.3, 10.5, and 22.8.

Section 9. Owner shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Lot but excluding those having such interest mainly as security for the performance of an obligation.

ARTICLE II.

Membership in the Association

Section 1. Membership. Every owner of a Lot which is subject to this Declaration shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration. Ownership of a Lot shall be the sole qualification for membership. Membership in the Association shall lapse and terminate when a member shall cease to be an Owner.

Section 2. Voting Rights. Each member of the Association shall be entitled to one vote with respect to any Association matter. When more than one person or entity owns any Lot, their vote shall be exercised as they among themselves determine, but in no event will a split vote, nor more than one vote, be cast with respect to any Lot.

ARTICLE III.

Property Rights

Section 1. Title to the Common Area. Except as set forth in Section 3 below, the Declarant hereby covenants for itself, its successors, and assigns that it will convey an undivided fee simple title to the Common Area to Lot Owners free and clear of all mortgages, liens, and encumbrances, except such encumbrances and conditions as are set forth herein on the Boundary Survey and those set forth on Schedule A annexed hereto. Declarant further covenants that it will convey title to the Common Area to each Lot Owner contemporaneously with the conveyance of the Lot and the

undivided fee simple conveyance of the Common Area shall mandatorily be conveyed when the Lot is later conveyed by Owner.

Section 2. Easements. Lot owners shall have a perpetual easement of ingress and egress for all purposes over the Roadway Easement portion of the Common Area as described herein. Declarant expressly reserves the right for itself, its successors and assigns, and for the Association and its assigns to grant easements over the Utility Easement portion of the Common Area aforesaid to public authorities and utility companies for installation of pipes, lines, conduits, and the like to serve the property, and to adjacent property owners provided that any such adjacent owner is willing to be bound by the terms hereof, including the liability for maintenance assessments.

Section 3. Power to Convey the Common Area. The Declarant hereby reserves unto itself, its successors and assigns, to convey the Common Area pursuant to Article III, Section 1., above. Until such time as title to every Lot has been conveyed by Declarant, each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, hereby appoints the Declarant as his attorney-in-fact with full power to convey or dedicate the Common Area as herein set forth. Any such conveyance of the Common Area will be subject to the perpetual easements set forth in Article II, Section 2, above, and further will provide for the maintenance, repair, and replacement of the Roadway Easement portion of the Common Area, including the removal of snow and ice and for the cost of liability insurance, if any, for the Roadway Easement portion of the Common Area.

ARTICLE IV.

Covenant for Maintenance Assessment

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot owned by it, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association for the Roadway Easement portion of the Common Area: (1) Annual Assessments or Charges; and (2) Special Assessments for Capital Improvements; such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with interest thereon and cost of collection thereof, including reasonable attorney's fees as hereinafter provided, shall be a charge on a lot and shall be a continuing lien on the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Lot Owner at the time when the assessment accrued. The personal obligation for delinquent assessment shall pass from an Owner to such Owner's successor in title by such successor's acceptance of the deed or by any other means of conveyance of such lot for which any such assessments are delinquent.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for any or all of the following purposes:

For the maintenance, repair, and replacement of the Roadway Easement portion of the Common Area, including the removal of snow and ice and for the cost of liability insurance for the Roadway Easement portion of the Common Area.

3. Annual Assessments. After consideration of current maintenance costs and future needs of the Association with regard to the Roadway Easement portion of the Common Area, the Board, or the Declarant until all Lots are conveyed by it, shall fix the annual assessment to be paid by each Owner to the Association. The Board, or the Declarant until all Lots are conveyed by it, shall prepare a budget upon which the annual assessments for the ensuing year will be based, and a copy of such budget, together with a notice of annual assessment will be submitted to each Owner at least thirty (30) days prior to the commencement of each annual assessment period.

The Board, or the Declarant until all Lots are conveyed by it, may, after consideration of future costs for capital improvements to said road, establish a reserve fund for such purposes with the monies necessary for such reserve fund to be part of the annual assessment.

4. Special Assessments for Capital Improvement. In addition to the annual assessments authorized above, the Declarant may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction or reconstruction, unexpected repair, or replacement of the Roadway Easement portion of the Common Area. Upon Declarant conveying all Lots, the Association will have thereafter have authority to levy special assessments as aforesaid, provided that any such special assessment shall have the assent of the Owners of at least a majority of the Lots at a meeting duly called for this purpose.

5. Uniform Rate of Assessment. Both annual and special assessments shall be charged equally to each Owner granted an easement of ingress and egress over the Roadway Easement portion of the Common Area, including those Lots still owned by Declarant, and may be collected on such basis as the Association deems practicable except that such assessments will be collected no less frequently than on an annual basis.

6. Date of Assessment of Annual Assessments. As to each Lot, the annual assessment provided for herein shall be prorated and the liability for such assessment commences when title to such a Lot is conveyed by the Declarant.

The due dates of the Annual Assessments shall be established by the Association as set forth above. The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

7. Effect of Nonpayment of Assessment, Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of nine percent (9%) per annum and the Association may bring an action at law against the Owner or any other person personally obligated to pay the same or foreclose the lien against the Lot, and the interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner or other person liable for payment of any assessment may waive or otherwise escape from liability for the assessments provided for herein by nonuse of the Common

Area or by abandonment of the Owner's Lot.

8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

9. Exempt Property. All properties dedicated to and accepted by a local public authority and the Common Area subject to this Declaration shall be exempt from the assessments created herein.

ARTICLE V. Condemnation

Section 1. Condemnation. In the event of a taking or a diminution in value in connection with or by eminent domain of all or part of the Common Area, the award made for such taking or diminution shall be payable to the Owners of the Common Area relative to their ownership interest.

ARTICLE VI. General Provisions

Section 1. The Provisions of this Declaration shall run with and bind the land in perpetuity and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, or assigns in perpetuity. The provisions of this Declaration may be amended by an instrument signed by Declarant while owning one or more Lots, and thereafter by the Owners signed by not less than sixty-six and two-thirds ($\frac{2}{3}$) percent of the owners.


Section 2. In the event that any governmental authority requires the modification of any provision contained in this Declaration, the Declarant shall have the power and authority to amend any provision herein to conform to the governmental requirements. For the purpose of effectuating such amendments, each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, hereby appoints the Declarant as his attorney-in-fact with full power to execute a supplemental Declaration on behalf of said Owner.

Section 3. This Declaration shall be recorded in the Lincoln and Pike Counties Recorder of Deeds Offices by the Declarant prior to the conveyance by the Declarant of a Lot.

IN WITNESS WHEREOF, Robert D. Omohundro, Kaylee M. Omohundro, Boyd B. Mills, and Tylie J. Mills, the Declarants, have executed this document.


Robert Dane Omohundro

Date: 12-11-20


Kaylee Marie Omohundro

Date: 12/11/20

Kaylee Marie Omohundro

Boyd B. Mills
Boyd B. Mills

Date: 12/11/2020

Tylie J. Mills
Tylie J. Mills

Date: 12/11/2020

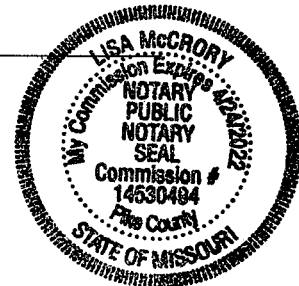
STATE OF MISSOURI)
) SS
COUNTY OF PIKE ~~LINCOLN~~)

On this 11th day of December 2020, before me appeared Robert Dane Omohundro, to me personally known, who being by me duly sworn, did state that he is authorized to make this affirmation, and that the statements made herein are true to the best of his knowledge, information and belief.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my official seal in the County and State aforesaid, the date and year written above.

My Commission Expires: 4/24/2022

Lisa McCrory
Notary Public



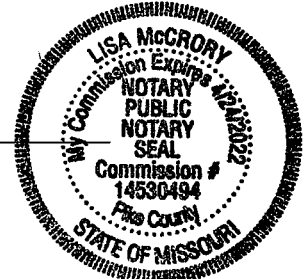
STATE OF MISSOURI)
) SS
COUNTY OF PIKE ~~LINCOLN~~)

On this 11th day of December 2020, before me appeared Kaylee Marie Omohundro, to me personally known, who being by me duly sworn, did state that she is authorized to make this affirmation, and that the statements made herein are true to the best of her knowledge, information and belief.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my official seal in the County and State aforesaid, the date and year written above.

My Commission Expires: 4/24/2022

Lisa McCrory
Notary Public



STATE OF MISSOURI)
 PIKE)
 COUNTY OF ~~LINCOLN~~) SS

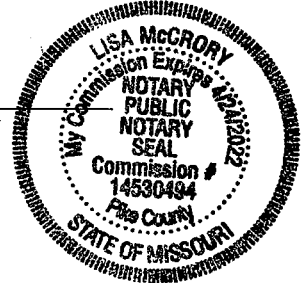
On this 11th day of December 2020, before me appeared Boyd B. Mills, to me personally known, who being by me duly sworn, did state that he is authorized to make this affirmation, and that the statements made herein are true to the best of his knowledge, information and belief.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my official seal in the County and State aforesaid, the date and year written above.

My Commission Expires:

4/24/2022

Lisa McCrory
 Notary Public



STATE OF MISSOURI)
 PIKE)
 COUNTY OF ~~LINCOLN~~) SS

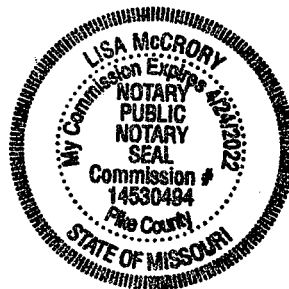
On this 11th day of December 2020, before me appeared Tylie J. Mills, to me personally known, who being by me duly sworn, did state that she is authorized to make this affirmation, and that the statements made herein are true to the best of her knowledge, information and belief.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my official seal in the County and State aforesaid, the date and year written above.

My Commission Expires:

4/24/2022

Lisa McCrory
 Notary Public



SCHEDULE A

Tract 1

A tract of land lying in U.S. Survey #1708, Township 52 North, Range 1 West, Pike County and Township 51 North, Range 1 West, Lincoln County, Missouri being more fully described as follows to-wit:

Beginning at a found 1/2" iron pin marking the Northeast Corner of Lot 1 of U.S. Survey #1708; thence South 20 degrees, 17 minutes and 11 seconds East along the East line of said Lot #1 a distance of 936.78 feet to a 5/8" iron pin; thence South 68 degrees, 32 minutes and 09 seconds West leaving said East line 1183.08 feet to the centerline of Prairie Ridge Road, from which a 5/8" iron pin bears North 68 degrees, 32 minutes and 09 seconds East 20.00 feet; thence North 12 degrees, 46 minutes and 32 seconds West leaving said centerline 973.70 feet to a 5/8" iron pin on the North line of Lots 1 & 2 of said U.S. Survey #1708; thence North 69 degrees, 56 minutes and 38 seconds East along said North line 1055.56 feet to the Point of Beginning, containing 24.4 Acres, more or less, with the above described being subject to easements and rights-of-way of record or not record, if any. As per survey #2020-006574 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 during December 2020.

Tract 2

A tract of land lying in U.S. Survey #1708, Township 52 North, Range 1 West, Pike County and Township 51 North, Range 1 West, Lincoln County, Missouri being more fully described as follows to-wit:

Commencing at a found 1/2" iron pin marking the Northeast Corner of Lot 1 of U.S. Survey #1708; thence South 20 degrees, 17 minutes and 11 seconds East along the East line of said Lot #1 a distance of 936.78 feet to a 5/8" iron pin marking the **True Point of Beginning**; thence continue South 20 degrees, 17 minutes and 11 seconds East along said East line 345.84 feet to a found stone on the line common to Township 51 North, Range 1 West & Township 52 North, Range 1 West; thence South 20 degrees, 37 minutes and 35 seconds East leaving said common Township line and along the East line of Lots 1 & 5 of said U.S. Survey #1708 a distance of 596.11 feet to a 5/8" iron pin; thence South 56 degrees, 42 minutes and 48 seconds West leaving said East line 590.60 feet to a 5/8" iron pin; thence South 85 degrees, 54 minutes and 38 seconds West 871.61 feet to the centerline of Prairie Ridge Road, from which a 5/8" iron pin bears North 85 degrees, 54 minutes and 38 seconds East 20.00 feet; thence North 09 degrees, 31 minutes and 51 seconds East along said centerline 208.65 feet; thence North 01 degree, 04 minutes and 44 seconds East along said centerline 164.71 feet; thence North 12 degrees, 46 minutes and 32 seconds West along said centerline 477.02 feet to a point from which a 5/8" iron pin bears North 68 degrees, 32 minutes and 09 seconds East 20.00 feet; thence North 68 degrees, 32 minutes and 09 seconds East leaving said centerline 1183.08 feet to the Point of Beginning, containing 28.3 Acres, more or less, with the above described being subject to easements and rights-of-way of record or not record, if any. As per survey #2020-006574 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 during December of 2020.

Tract 3

A tract of land lying in U.S. Survey #1708, Township 51 North, Range 1 West, Lincoln County, Missouri being more fully described as follows to-wit:

Commencing at a found 1/2" iron pin marking the Northeast Corner of Lot 1 of U.S. Survey #1708; thence South 20 degrees, 17 minutes and 11 seconds East along the East line of said Lot #1 a distance of 936.78 feet to a 5/8" iron pin; thence continue South 20 degrees, 17 minutes and 11 seconds East along said East line 345.84 feet to a found stone on the line common to Township 51 North, Range 1 West & Township 52 North, Range 1 West; thence South 20 degrees, 37 minutes and 35 seconds East leaving said common Township line and along the East line of Lots 1 & 5 of said U.S. Survey #1708 a distance of 596.11 feet to a 5/8" iron pin; thence South 56 degrees, 42 minutes and 48 seconds West leaving said East line 590.60 feet to a 5/8" iron pin marking the **True Point of Beginning**; thence South 07 degrees, 35 minutes and 25 seconds West 206.21 feet to a found 1/2" iron pin; thence South 25 degrees, 46 minutes and 43 seconds West 503.01 feet to a 5/8" iron pin; thence South 74 degrees, 12 minutes and 09 seconds West 411.03 feet to a found 1/2" iron pin; thence North 19 degrees, 45 minutes and 00 seconds West 698.90 feet to the centerline of Prairie Ridge Road, from which a 5/8" iron pin bears South 19 degrees, 45 minutes and 00 seconds East 20.00 feet; thence North 09 degrees, 31 minutes and 51 seconds East along said centerline 50.00 feet to a point from which a 5/8" iron pin bears North 85 degrees, 54 minutes and 38 seconds East 20.00 feet; thence North 85 degrees, 54 minutes and 38 seconds East leaving said centerline 871.61 feet to the Point of Beginning, containing 10.5 Acres, more or less, with the above described being subject to easements and rights-of-way of record or not record, if any. As per survey #2020-006574 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 during December of 2020.

Tract 4

A tract of land lying in U.S. Survey #1708, Township 51 North, Range 1 West, Lincoln County, Missouri being more fully described as follows to-wit:

Commencing at a found Stone marking the Northwest Corner of Lot 5 of said U.S. Survey #1708; thence South 20 degrees, 24 minutes and 35 seconds East along the West line of said Lot 5 and along Lincoln County Route #248 a distance of 528.35 feet to a 5/8" iron pin on the centerline of Prairie Ridge Road marking the **True Point of Beginning**; thence North 64 degrees, 37 minutes and 15 seconds East leaving said West line and said County Route and along said centerline 43.00 feet; thence North 31 degrees, 05 minutes and 58 seconds East along said centerline 193.75 feet; thence North 16 degrees, 53 minutes and 12 seconds East along said centerline 247.41 feet; thence North 14 degrees, 50 minutes and 37 seconds East along said centerline 194.30 feet; thence North 52 degrees, 22 minutes and 03 seconds East along said centerline 86.97 feet; thence North 64 degrees, 22 minutes and 03 seconds East along said centerline 313.01 feet; thence North 64 degrees, 02 minutes and 45 seconds East along said centerline 193.64 feet; thence North 51 degrees, 00 minutes and 45 seconds East along said centerline 249.64 feet to a point from which a 5/8" iron pin bears South 19 degrees, 45 minutes and 00 seconds East 20.00 feet; thence South 19 degrees, 45 minutes and 00 seconds East leaving said centerline 698.90 feet to a found 1/2" iron pin; thence South 10 degrees, 31 minutes and 13 seconds East 373.30 feet to a 5/8" iron pin; thence South 37 degrees, 09 minutes and 50 seconds West 254.77 feet to a 5/8" iron pin; thence South 67 degrees, 40 minutes and 33 seconds West 159.37 feet to a 5/8" iron pin; thence North 27 degrees, 48 minutes and 14 seconds West 306.92 feet to a 5/8" iron pin; thence South 68 degrees, 13 minutes and 25 seconds West 794.95 feet to the West line of

said Lot 5, from which a 5/8" iron pin bears North 68 degrees, 13 minutes and 25 seconds East 30.00 feet; thence North 20 degrees, 24 minutes and 35 seconds West along said West line and along Lincoln County Route #248 a distance of 290.85 feet to the Point of Beginning, containing 22.8 Acres, more or less, with the above described being subject to easements and rights-of-way of record or not record, if any. As per survey #2020-006574 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 during December of 2020.

Tract 5

A tract of land lying in U.S. Survey #1708, Township 51 North, Range 1 West, Lincoln County, Missouri being more fully described as follows to-wit:

Beginning at a found Stone marking the Northwest Corner of Lot 5 of said U.S. Survey #1708; thence North 69 degrees, 50 minutes and 07 seconds East along the North line of said Lot 5 a distance of 370.71 feet to a found 1/2" iron pin marking the Southwest Corner of Lot 2 of said U.S. Survey #1708; thence North 20 degrees, 12 minutes and 29 seconds West leaving said North line and along the West line of said Lot 2 a distance of 759.98 feet to a 5/8" iron pin; thence North 66 degrees, 29 minutes and 29 seconds East leaving said West line 1143.85 feet to the centerline of Prairie Ridge Road, from which a 5/8" iron pin bears South 66 degrees, 29 minutes and 29 seconds West 20.00 feet; thence South 12 degrees, 46 minutes and 32 seconds East along said centerline 341.94 feet; thence South 01 degree, 04 minutes and 44 seconds West along said centerline 164.71 feet; thence South 09 degrees, 31 minutes and 51 seconds West along said centerline 258.65 feet; thence South 51 degrees, 00 minutes and 45 seconds West along said centerline 249.64 feet; thence South 64 degrees, 02 minutes and 45 seconds West along said centerline 193.64 feet; thence South 64 degrees, 22 minutes and 03 seconds West along said centerline 313.01 feet; thence South 52 degrees, 22 minutes and 03 seconds West along said centerline 86.97 feet; thence South 14 degrees, 50 minutes and 37 seconds West along said centerline 194.30 feet; thence South 16 degrees, 53 minutes and 12 seconds West along said centerline 247.41 feet; thence South 31 degrees, 05 minutes and 58 seconds West along said centerline 193.75 feet; thence South 64 degrees, 37 minutes and 15 seconds West along said centerline 43.00 feet to a 5/8" iron pin on the West line of said Lot 5; thence North 20 degrees, 24 minutes and 35 seconds West said leaving centerline and along said West line and along Lincoln County Route #248 a distance of 528.35 feet to the Point of Beginning, containing 22.0 Acres, more or less, with the above described being subject to easements and rights-of-way of record or not record, if any. As per survey #2020-006574 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 during December of 2020.

Tract 6

A tract of land lying in U.S. Survey #1708, Township 52 North, Range 1 West, Pike County and Township 51 North, Range 1 West, Lincoln County, Missouri being more fully described as follows to-wit:

Beginning at a 5/8" iron pin marking the Northwest Corner of Lot 2 of said U.S. Survey #1708; thence North 69 degrees, 56 minutes and 38 seconds East along the North line of Lots 1 and 2 of said U.S. Survey #1708 a distance of 1285.39 feet to a 5/8" iron pin; thence South 12 degrees, 46 minutes and 32 seconds East leaving said North line 1108.78 feet to the centerline of Prairie Ridge Road, from which a 5/8" iron pin bears South 66 degrees,

29 minutes and 29 seconds West 20.00 feet; thence South 66 degrees, 29 minutes and 29 seconds West leaving said centerline 1143.85 feet to a 5/8" iron pin on the West line of said Lot 2; thence North 20 degrees, 12 minutes and 29 seconds West along said West line 1168.73 feet to the Point of Beginning, containing 31.5 Acres, more or less, with the above described being subject to easements and rights-of-way of record or not record, if any. As per survey #2020-006574 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 during November 2020.

SCHEDULE B**DESCRIPTION - 30.00 FEET WIDE ROADWAY EASEMENT**

A 30.00 FEET WIDE ROADWAY EASEMENT LYING IN U.S. SURVEY #1708, TOWNSHIP 51 NORTH, RANGE 1 WEST & TOWNSHIP 52 NORTH RANGE 1 WEST, LINCOLN COUNTY, MISSOURI LYING 15.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED LINE TO-WIT:

COMMENCING AT THE NORTHWEST CORNER OF LOT 5 OF SAID U.S. SURVEY #1708; THENCE SOUTH 20 DEGREES, 24 MINUTES AND 35 SECONDS EAST 528.35 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 64 DEGREES, 37 MINUTES AND 15 SECONDS EAST 43.00 FEET; THENCE NORTH 31 DEGREES, 05 MINUTES AND 58 SECONDS EAST 193.75 FEET; THENCE NORTH 16 DEGREES, 53 MINUTES AND 12 SECONDS EAST 247.41 FEET; THENCE NORTH 14 DEGREES, 50 MINUTES AND 37 SECONDS EAST 194.30 FEET; THENCE NORTH 52 DEGREES, 22 MINUTES AND 03 SECONDS EAST 86.97 FEET; THENCE NORTH 64 DEGREES, 22 MINUTES AND 03 SECONDS EAST 313.01 FEET; THENCE NORTH 64 DEGREES, 02 MINUTES AND 45 SECONDS EAST 193.64 FEET; THENCE NORTH 51 DEGREES, 00 MINUTES AND 45 SECONDS EAST 249.64 FEET THENCE NORTH 09 DEGREES, 31 MINUTES AND 51 SECONDS EAST 258.65 FEET; THENCE NORTH 01 DEGREE, 04 MINUTES AND 44 SECONDS EAST 164.71 FEET; THENCE NORTH 12 DEGREE, 46 MINUTES AND 32 SECONDS WEST 477.02 FEET TO THE POINT OF TERMINATION OF SAID LINE. AS PER SURVEY #2020-006574 OF JASON D. JANES, MISSOURI PROFESSIONAL LAND SURVEYOR #2004017826. DURING NOVEMBER 2020.

DESCRIPTION - 70.00 FEET WIDE UTILITY EASEMENT

A 70.00 FEET WIDE UTILITY EASEMENT LYING IN U.S. SURVEY #1708, TOWNSHIP 51 NORTH, RANGE 1 WEST & TOWNSHIP 52 NORTH, RANGE 1 WEST, LINCOLN COUNTY, MISSOURI LYING 35.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED LINE TO-WIT:

COMMENCING AT THE NORTHWEST CORNER OF LOT 5 OF SAID U.S. SURVEY #1708; THENCE SOUTH 20 DEGREES, 24 MINUTES AND 35 SECONDS EAST 528.35 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 64 DEGREES, 37 MINUTES AND 15 SECONDS EAST 43.00 FEET; THENCE NORTH 31 DEGREES, 05 MINUTES AND 58 SECONDS EAST 193.75 FEET; THENCE NORTH 16 DEGREES, 53 MINUTES AND 12 SECONDS EAST 247.41 FEET; THENCE NORTH 14 DEGREES, 50 MINUTES AND 37 SECONDS EAST 194.30 FEET; THENCE NORTH 52 DEGREES, 22 MINUTES AND 03 SECONDS EAST 86.97 FEET; THENCE NORTH 64 DEGREES, 22 MINUTES AND 03 SECONDS EAST 313.01 FEET; THENCE NORTH 64 DEGREES, 02 MINUTES AND 45 SECONDS EAST 193.64 FEET; THENCE NORTH 51 DEGREES, 00 MINUTES AND 45 SECONDS EAST 249.64 FEET THENCE NORTH 09 DEGREES, 31 MINUTES AND 51 SECONDS EAST 258.65 FEET; THENCE NORTH 01 DEGREE, 04 MINUTES AND 44 SECONDS EAST 164.71 FEET; THENCE NORTH 12 DEGREE, 46 MINUTES AND 32 SECONDS WEST 477.02 FEET TO THE POINT OF TERMINATION OF SAID LINE. AS PER SURVEY #2020-006574 OF JASON D. JANES, MISSOURI PROFESSIONAL LAND SURVEYOR #2004017826. DURING NOVEMBER 2020.



Recording Date/Time: 12/14/2020 at 08:39:30 AM

Instr #: 2020014767

Book: 2456 Page: 674

Type: WD

Pages: 3

Fee: \$30.00 S 20200014020



LANDMARK TITLE AND GUARANTY CO

Dottie D. Crenshaw
Recorder of Deeds

GENERAL WARRANTY DEED

THIS INDENTURE, made on the 11th day of December 2020, by and between Robert Dane Omohundro and Kaylee Marie Omohundro, a married couple, and Boyd B. Mills and Tylie J. Mills, a married couple, of Pike County, Missouri, Grantors/Parties of the First Part, and Jacob Hammett and Shelby Hammett, a married couple, of Pike County, Missouri, Grantees/Parties of the Second Part, (mailing address of first named Grantee: 14436 Hwy D, Louisiana, MO 63353 _____).

WITNESSETH, That said Parties of the First Part, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION to them paid by the said Parties of the Second Part, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain and Sell, Convey and Confirm, unto the said Parties of the Second Part, their heirs, successors, and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situate in Lincoln County, Missouri, to-wit:

A tract of land lying in U.S. Survey #1708, Township 51 North, Range 1 West, Lincoln County, Missouri being more fully described as follows to-wit:

Beginning at a found Stone marking the Northwest Corner of Lot 5 of said U.S. Survey #1708; thence North 69 degrees, 50 minutes and 07 seconds East along the North line of said Lot 5 a distance of 370.71 feet to a found 1/2" iron pin marking the Southwest Corner of Lot 2 of said U.S. Survey #1708; thence North 20 degrees, 12 minutes and 29 seconds West leaving said North line and along the West line of said Lot 2 a distance of 759.98 feet to a 5/8" iron pin; thence North 66 degrees, 29 minutes and 29 seconds East leaving said West line 1143.85 feet to the centerline of Prairie Ridge Road, from which a 5/8" iron pin bears South 66 degrees, 29 minutes and 29 seconds West 20.00 feet; thence South 12 degrees, 46 minutes and 32 seconds East along said centerline 341.94 feet; thence South 01 degree, 04 minutes and 44 seconds West along said centerline 164.71 feet; thence South 09 degrees, 31 minutes and 51 seconds West along said centerline 258.65 feet; thence South 51 degrees, 00 minutes and 45 seconds West along said centerline 249.64 feet; thence South 64 degrees, 02 minutes and 45 seconds West along said centerline 193.64 feet; thence South 64 degrees, 22 minutes and 03 seconds West along said centerline 313.01 feet; thence South 52 degrees, 22 minutes and 03 seconds West

along said centerline 86.97 feet; thence South 14 degrees, 50 minutes and 37 seconds West along said centerline 194.30 feet; thence South 16 degrees, 53 minutes and 12 seconds West along said centerline 247.41 feet; thence South 31 degrees, 05 minutes and 58 seconds West along said centerline 193.75 feet; thence South 64 degrees, 37 minutes and 15 seconds West along said centerline 43.00 feet to a 5/8" iron pin on the West line of said Lot 5; thence North 20 degrees, 24 minutes and 35 seconds West said leaving centerline and along said West line and along Lincoln County Route #248 a distance of 528.35 feet to the Point of Beginning, containing 22.0 Acres, more or less, with the above described being subject to easements and rights-of-way of record or not record, if any. As per survey #2020-006574 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 during December of 2020.

DEED RESTRICTIONS

The purchaser as to the tract of land hereby conveyed, and with intent to bind all persons in whom the tract hereby conveyed shall for the time being be vested, but not so as to be personally liable under this covenant after purchaser has parted with the said tract, for purchaser and purchaser's heirs and assigns hereby covenants with the Parties of the First Part and its assigns, through the acceptance of this General Warranty Deed, as follows:

No single or doublewide mobile homes shall be placed on the tract; no modular homes shall be placed on the tract; no hog confinements and no junk yards shall be placed on the tract, and there shall be no subdivision of this tract.

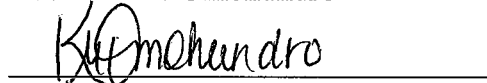
THIS DOCUMENT, INCLUDING LEGAL DESCRIPTION WAS PREPARED BY BURLISON LAW, ATTORNEYS, SOLELY UPON INFORMATION FURNISHED BY THE PARTIES OR THEIR AGENTS AND WITHOUT TITLE SEARCH OR EXAMINATION.

TO HAVE AND HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Parties of the Second Part, their successors and assigns forever, the said Parties of the First Part hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that the premises are free and clear of any encumbrances done or suffered by them or those under whom they claim; and that they will Warrant and Defend the title to the said premises unto the said Parties of the Second Part, and unto their heirs, successors, and assigns forever against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said Parties of the First Part have hereunto set their hand and seal, this the 11th day of December 2020.

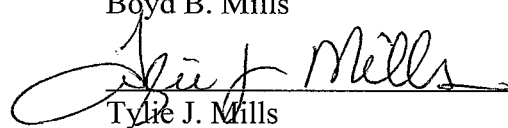


Robert Dane Omohundro



Kaylee Marie Omohundro


Boyd B. Mills


Tylie J. Mills

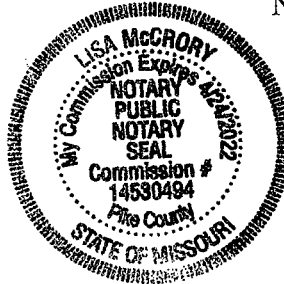
STATE OF MISSOURI)
)ss
COUNTY OF PIKE)

On the 11th day of December 2020 before me personally appeared Robert Dane Omohundro and Kaylee Marie Omohundro, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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


Notary Public


My commission expires: 4/24/2022



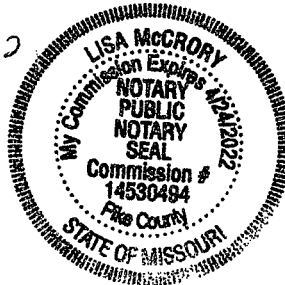
STATE OF MISSOURI)
)ss
COUNTY OF PIKE)

On the 11th day of December 2020 before me personally appeared Boyd B. Mills and Tylie J. Mills, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

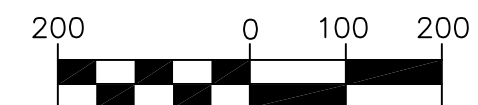

Notary Public

My commission expires: 4/24/2022





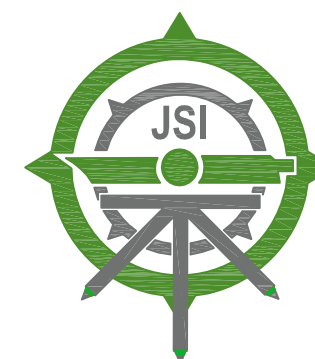
GRAPHIC SCALE



1 INCH = 200 FT.

THIS MAP HAS BEEN PREPARED AS A VISUAL AID
AND SHOULD BE CONSIDERED AS APPROXIMATE
ONLY. NO WARRANTY BY THIS FIRM IS EITHER
GIVEN OR IMPLIED AS TO ITS ACCURACY.

IMAGE COURTESY OF:



JANES
SURVEYING INC.
222 S. MAIN - P.O. BOX 146
PALMYRA, MO. 63461
PHONE 844.769.7020 / FAX 573.769.5512
WWW.JANESSURVEYING.COM

