

STATE OF MISSOURI
COUNTY OF PIKE

I hereby certify that this instrument was filed for record on the
29 day of January 20 16
at 11 o'clock 08 minutes A. M., and is Recorded in
Book 331, Page 8262.



Sherry McCarty, Recorder of Deeds
By Sherrida Neumeier Deputy
\$ 4800

R/PCT

MUTUAL BENEFIT ACCESS AGREEMENT

THIS MUTUAL BENEFIT ACCESS AGREEMENT (this "Agreement") is made as of January 29, 2016 (the "Effective Date"), by and between (a) **Pohrer Farm, LLC**, a Missouri limited liability company ("Pohrer"), whose address for purposes of this instrument is 19413 Pike 275, Bowling Green, Missouri 63334, (b) **Helen Moellering**, a single individual, whose address for purposes of this instrument is 19500 Pike 275, Bowling Green, Missouri 63334 and **James and Kathleen Harris**, whose address for purposes of this instrument is 3288 Sandridge Drive, St. Charles, Missouri 63301 (collectively, "Moellering"), and (c) **Randall E. and Melissa Dempsey** (collectively, "Dempsey"), whose address for purposes of this instrument is 20103 Pike 263, Bowling Green, Missouri 63343.

Each of the foregoing parties may be referred to herein individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H :

WHEREAS, Pohrer is the owner of that certain real property located in Pike County, Missouri, which property is more particularly described in Exhibit A attached hereto and made a part hereof (the "Pohrer Property"); and

WHEREAS, Dempsey is the owner of that certain real property located in Pike County, Missouri, adjacent along the southern border of the Pohrer Property, which property is more particularly described in Exhibit B attached hereto and made a part hereof (the "Dempsey Property"); and

WHEREAS, Moellering is the owner of that certain real property located in Pike County, Missouri, adjacent along the western border of the Pohrer Property, which property is more particularly described in Exhibit C attached hereto and made a part hereof (the "Moellering Property"); and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of creating mutual access easements across the Parties' properties described in Exhibits A, B and C (individually, each a "Parcel" and collectively, the "Parcels") for the purpose of access to County Road Pike 275, as more particularly provided herein.

NOW, THEREFORE, the Parties hereby declare that the Parcels shall be held, sold and conveyed subject to the following easements and agreements, which shall run with the Parcels and be binding on all parties having any right, title or interest therein, their heirs, personal representatives, successors and assigns.

The Parties acknowledge and agree that County Road Pike 275, a public right of way of variable width ("Pike 275"), crosses through the Dempsey Property and ends at the northern boundary of the Dempsey Property at or about the southeastern corner of the Moellering Property and the southwestern corner of the Pohrer Property.

The Parties agree that each Party shall have a perpetual, appurtenant, non-exclusive easement over and across those portions of the Parcels reasonably necessary for pedestrian and vehicular ingress to and egress from each Party's Parcel from and to Pike 275, together with the right at each such Party's sole election and cost, to make such roadway and related improvements to access Pike 275 from its Parcel as reasonably necessary to fully enjoy such Party's use of the easement rights granted herein.

The easements and agreements created and imposed herein shall be effective upon the Effective Date hereof and shall continue in full force and effect perpetually, shall run with the Parcels, and shall be for the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors, and assigns. Notwithstanding a Party's ownership of more than one Parcel, the easements granted hereunder shall burden and benefit each Parcel individually, without merger as a result of such common ownership. This Agreement may only be amended by a written instrument, executed and acknowledged by the then owners of the Parcels, and thereafter duly recorded in the recording office of Pike County, Missouri. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed and delivered this Mutual Benefit Access Agreement as of the day and year first written above.

Randall Dempsey
Randall Dempsey

STATE OF MISSOURI)
) ss
COUNTY OF Pike)

On this 28th day of January, 2016, before me personally appeared Randall Dempsey, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) free act and deed.

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

Kenzie Hart
Notary Public

My Commission Expires: 9-13-2016

Melissa Dempsey
Melissa Dempsey

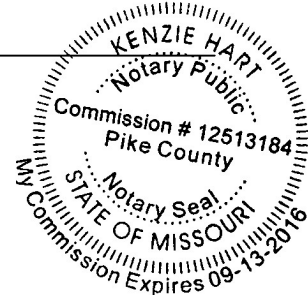
STATE OF MISSOURI)
) ss
COUNTY OF PIKE)

On this 28th day of January, 2016, before me personally appeared MELISSA DEMPSEY, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) free act and deed.

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

Kenzie Hart
Notary Public

My Commission Expires: 9-13-16



James E Harris
James Harris

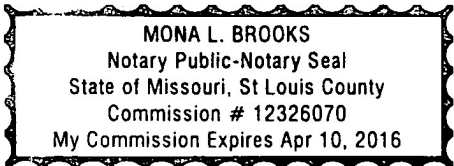
STATE OF MISSOURI)
COUNTY OF St. Louis) ss
)

On this 28th day of January, 2016, before me personally appeared JAMES HARRIS, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) free act and deed.

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

Mona L Brooks
Notary Public

My Commission Expires: 4/10/2016



Kathleen Harris
Kathleen Harris

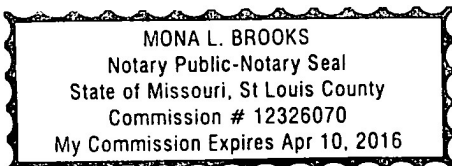
STATE OF MISSOURI)
COUNTY OF St. Louis) ss
)

On this 28th day of January, 2016, before me personally appeared KATHLEEN HARRIS, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) free act and deed.

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

Mona L Brooks
Notary Public

My Commission Expires: 4/10/2016



Helen Moellering
Helen Moellering

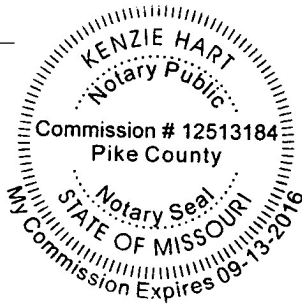
STATE OF MISSOURI)
) ss
COUNTY OF PIKE)

On this 28th day of January, 2016, before me personally appeared HELEN MOELLERING, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) free act and deed.

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

Kenzie Hart
Notary Public

My Commission Expires: 9-13-2016



POHRER FARM, LLC
a Missouri limited liability company

By: *Ed Pohrer*
Name: Edward Pohrer
Title: Managing Member

STATE OF MISSOURI)
) ss
COUNTY OF St. Louis)

On this 20th day of January, 2016, before me appeared EDWARD POHRER, to me personally known, who, being by me duly sworn did say that he is the MANAGING MEMBER of **Pohrer Farm, LLC**, a Missouri limited liability company, and that the foregoing instrument was signed in behalf of such company by authority of its members/manager, and he acknowledged the foregoing instrument to be the free act and deed of such company.

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

Mona L Brooks
Notary Public

My Commission Expires: 4/10/2016

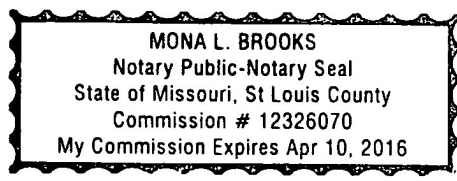


EXHIBIT A

LEGAL DESCRIPTION OF POHRER PROPERTY

A 183.03 ACRE TRACT OF LAND WITHIN PART OF THE WEST 1/2 OF SECTION 1 AND PART OF THE N.E. 1/4 OF N.E. 1/4 OF SECTION 2 TOWNSHIP 52 NORTH, RANGE 2 WEST OF THE 5TH P.M. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE N.W. CORNER OF SECTION 1 THENCE S89°17'39"E 1301.85 FT. TO A POINT; THENCE S00°08'36"E 733.61 FT. TO A POINT; THENCE S89°17'39"E 1311.04 FT. TO A POINT; THENCE S00°51'40"E 654.35 FT. TO A POINT; THENCE S01°00'29"E 220.22 FT. TO A POINT; THENCE S39°44'31"W 125.34 FT. TO A POINT; THENCE S18°17'38"W 128.77 FT. TO A POINT; THENCE S03°22'47"W 188.02 FT. TO A POINT; THENCE S00°58'37"E 140.30 FT. TO A POINT; THENCE S01°04'09"W 193.86 FT. TO A POINT; THENCE S09°27'54"W 125.00 FT. TO A POINT; THENCE S08°15'21"W 183.41 FT. TO A POINT; THENCE S08°16'29"W 166.60 FT. TO A POINT; THENCE S47°46'09"W 101.29 FT. TO A POINT; THENCE S00°20'28"W 1182.97 FT. TO A POINT; THENCE S08°45'06"W 313.37 FT. TO A POINT; THENCE S00°19'37"E 387.47 FT. TO A POINT; THENCE S05°31'59"E 51.28 FT. TO A POINT; THENCE S71°49'56"W 24.71 FT. TO A POINT; THENCE S56°27'37"W 48.00 FT. TO A POINT; THENCE S84°48'00"W 60.04 FT. TO A POINT; THENCE S69°56'23"W 63.37 FT. TO A POINT; THENCE S74°53'33"W 118.61 FT. TO A POINT; THENCE S81°40'22"W 47.38 FT. TO A POINT; THENCE S07°54'23"W 47.02 FT. TO A POINT; THENCE N59°10'18"W 169.44 FT. TO A POINT; THENCE N00°33'47"W 632.22 FT. TO A POINT; THENCE N88°03'39"W 506.29 FT. TO A POINT; THENCE N00°36'23"E 1434.78 FT. TO A POINT; THENCE N00°08'36"W 1409.24 FT. TO A POINT; THENCE S89°46'26"W 1319.10 FT. TO A POINT; THENCE S89°54'19"W 1331.12 FT. TO A POINT; THENCE N00°33'21"E 1424.51 FT. TO A POINT; THENCE N89°38'43"E 1331.13 FT. TO THE POINT OF THE BEGINNING.

ALL AS SHOWN ON A PLAT BY FITCH AND ASSOC.

ALSO

A 0.60 ACRE TRACT OF LAND WITHIN PART OF THE NORTH 1/2 OF SECTION 1 TOWNSHIP 52 NORTH, RANGE 2 WEST OF THE 5th P.M. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE N.W. CORNER OF SECTION 1 THENCE S89°17'39"E 1301.85 FT. TO A POINT; THENCE S00°08'36"E 733.61 FT. TO A POINT; THENCE S89°17'39"E 1311.04 FT. TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE S89°17'39"E 35.04 FT. TO A POINT; THENCE S01°11'59"E 704.34 FT. TO A POINT; THENCE S88°57'49"W 39.05 FT. TO A POINT; THENCE N01°00'29"W 51.06 FT. TO A POINT; THENCE N00°51'40"W 654.34 FT. TO THE POINT OF THE BEGINNING.

ALL AS SHOWN ON A PLAT BY FITCH AND ASSOC.

EXHIBIT B

LEGAL DESCRIPTION OF DEMPSEY PROPERTY

The following described real property lying, being and situate in the County of Pike, State of Missouri, to wit:

All of the South half of the Northeast quarter, and the Southeast fourth of the Northwest Quarter, of Section Two (2); ALSO ten (10) acres, the North half of the East half of the Northeast fourth of the Southeast Quarter of said Section Two (2), all in Township Fifty-two (52) North, Range Two (2) West, containing One Hundred Thirty-three and 26/100 acres, excepting thirty—three acres off of the East end of the above described tract of land conveyed to William Wilkerson, leaving 100.26 acres.

TOGETHER WITH a strip of land Twenty (20) feet wide for road purposes out of the above described Ten (10) acres sold to William Wilkerson, and which said strip begins at the Northwest corner of said Ten acres and run thence South about 60 yards, thence down a branch in a Southeasterly direction to the South line of said ten acres, same being reserved in a deed from W.T. Farmer and wife to said William Wilkerson, recorded in Book 125 at page 247 in the Recorder's office of Pike County, Missouri.

ALSO, the South half of the Southeast Quarter of Section Three (3), Also the Southwest fourth of the Southwest Quarter of Section Two (2) except one acre out of the same used for graveyard purposes; Also the Northwest fourth of the Southeast Quarter of Section Two (2), and the West half of the Northeast fourth of the Southeast Quarter of said Section Two (2), and all the above described real estate situated, lying and being in Township Fifty—two (52) North of Range Two (2) West, and containing One hundred and seventy-nine (179) acres.

EXHIBIT C

LEGAL DESCRIPTION OF MOELLERING PROPERTY

The following described real property lying, being and situate in the County of Pike, State of Missouri, to wit:

All of Lot Two of the Northwest Quarter of Section Two, containing Ninety and 20/100ths acres, being further described as the North Ninety and 20/100ths acres of the Northwest Quarter of said Section Two. And the Northwest Quarter of the Northeast Quarter of Section Two, containing forty-six acres, being further described as the West half of the North Ninety-two acres of the Northeast Quarter of said Section Two, all in Township Fifty-two North, Range Two West. And the Southwest Quarter of the Southeast Quarter of Section 35, Township Fifty-three North, Range Two West, containing forty-five acres, and containing in the aggregate 181 and 20/100ths acres, more or less.

Also a strip of land twenty feet wide off the south side of the North twenty acres of the Northeast Quarter of the Northeast Quarter of Section Three, Township Fifty-two North, Range Two West. Said strip extending from the present public road due East to the East line of said Section Three.

ALSO, a strip of land along the South edge of the Northeast Quarter of the Northeast Quarter of Section Three (3) Township Fifty-two (52) North, Range Two (2) West, more particularly described as follows: Commencing at a point Twenty (20) feet North of the Southwest corner of the above described quarter quarter section line; thence East parallel to the section line to a point just East of an existing pond; thence Northeast to a point forty (40) feet North of the section line, thence East parallel to the section line to a point of intersection with the East line of the above described quarter quarter section.