RECORDING COVER SHEET			
Document Title:	Roadway Maintenance Agreement		
Document Date:	, 2024		
Grantor(s):			
Grantor(s) Address:			
Grantee(s):	N/A		
Grantee(s) Address:	N/A		
Legal Description:	See page .		

ROADWAY MAINTENANCE AGREEMENT

This Roadway Maintenance Agreemen	nt is made this day of, 2024, by
and between	, of the County of Cape Girardeau, State of
Missouri; and	, of the County of Perry, State of Missouri;
hereinafter referred to as "Owners" or "Grante	ors".
WHEREAS, Owners named above ar	re owners of separate tracts of real property in Cape
Girardeau County, Missouri over and across	which an access easement has been established (and
recorded), said roadway easement described a	as follows:
An easement () described as follows:	feet in width for the purpose of a roadway being
WHEREAS, said Owners are users of	said easement for access to their separate properties to
and from Missouri State Highway "" in	Cape Girardeau County, Missouri; and
WHEREAS, the Parties wish to esta	ablish an agreement to provide for the upkeep and
maintenance of such roadway;	

NOW, THEREFORE, the parties agree as follows;

- 1. The Owners of any tract or parcel of real estate using the above described easement for access to separately owned property or who accesses property via said easement way shall be responsible for and maintain the road in good condition such that all Owner/users will have free and unobstructed access to it for its intended use and availability to all of such Owners for ingress and egress to their separately owned properties.
- 2. All costs of upkeep, repair and maintenance of the subject roadway shall be shared equally between the Owners, except that both of the Owners must approve any improvement and any repair or replacement which would not be expected or routine as concerns "maintenance" of a roadway. Failure or refusal of an Owner to voluntarily pay or contribute his/her/their equal share of cost of maintenance shall constitute a forfeiture of that owner(s) rights to use of the easement, which forfeiture shall be enforceable by any contributing Owner by way of injunctive relief or specific performance of this Agreement. The cost of any action to compel performance of this Agreement, including reasonable attorney fees, shall be paid by the party found in violation.

- 3. If both of the Owners cannot agree to share in the cost of an improvement to the roadway which one of the Owner's desires to make, then the Owner desiring to make such improvement may do so at that Owner's own cost so long as the improvement will not diminish in any way the use any other owner had prior to such improvement.
- 4. If either tract owner causes any road destruction directly, that tract owner is responsible for any repair or replacement of the damaged roadway.
- 5. This Agreement shall inure to the benefit and bind the parties, their personal representatives, heirs, successors in title and assigns and the agreements herein contained shall run with the land.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year above first written.

STATE OF MISSOURI

) ss.

COUNTY OF CAPE GIRARDEAU

On this _____ day of ______, 2024, before me personally appeared ______, 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 for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year first above written.

	Notary Public
STATE OF MISSOURI COUNTY OF CAPE GIRARDEAU)) ss.)
, to me k	, 2024, before me personally appeared known to be the persons described in and who executed
the foregoing instrument, and acknowledge for the purposes therein stated.	ed that they executed the same as their free act and deed
IN TESTIMONY WHEREOF, I hav office in said county and state the day and y	ve hereunto set my hand and affixed my official seal at my year first above written.
	Notary Public



To: Matter: Roadway Maintenance Agr.

c/o Reliable Community Title Company 21 South Main Street Perryville, MO 63775

Date: January 23, 2024

Preparation of blank Roadway Maintenance Agreement

\$ 125.00