
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 Agreement 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 “Grantors”.

WHEREAS, Owners named above are 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 as follows:

An easement _____ (____) feet in width for the purpose of a roadway being described as follows: _____.

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 establish 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.

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Notary Public

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



To:

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

Matter: Roadway Maintenance Agr.

Date: January 23, 2024

Preparation of blank Roadway Maintenance Agreement

\$ 125.00