

EASEMENT

THIS EASEMENT, made and entered into this 19th day of FEBRUARY, 1972,
by and between the following parties: E. D. Coston, a single person
, Earl Miller and Ollie Miller, his wife, Estel Thomas and
Virginia Thomas, his wife, Robert O. Boggs and Dorothy Boggs, his wife, and
John H. Sexauer and _____, his wife,

WITNESSETH:

WHEREAS, the parties hereto are presently using a roadway more particularly
described as follows, to-wit:

A 20 foot wide roadway lying South of a line described as follows:
Beginning at a point N.89°37' E. 440.0 feet of a point being NO° 10' E
10.0 feet of the center line of private road and the North line of the
Northwest 1/4 of the Northeast 1/4 of Section 32, thence S.89° 37' W 440.0
feet to a point located NO° 10' E. of the Northwest corner of said 1/4
thence N89°12'W 132.8 feet to a point, thence S36° 29'W 197.2 feet to
a point, thence S46° 34' W 504.7 feet to a point, thence S.87°43'W 187.4
feet to a point, thence S72° 34' W 341.0 feet to a point, thence S50° 01'
W 447.4 feet to a point, thence S24° 55' W 253.8 feet to a point, thence S60°
50' W 441.3 feet to a point, thence S66°59' W 263.3 feet to a point, thence
S82°25' W 155.3 feet to a point, said point being S64°53'E 57.8 feet of the
Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 32, thence
S46°26' W 182.7 feet to a point, thence S86°36' W 133.6 feet to a point,
thence S80° 46' W 72.6 feet to a point on the North right-of-way of Missouri
State Highway 100 and the end of said private road.

WHEREAS, the described roadway is situate upon real estate owned by E. D.
Coston _____, Earl Miller and Ollie Miller, his
wife, Estel Thomas and Virginia Thomas, his wife, and adjoining and abutting
property owned by Robert O. Boggs and Dorothy Boggs, and

WHEREAS, the parties hereto and their successors in interest have been using
said roadway for many years, and

WHEREAS, portions of said roadway have been dedicated to the public previously
through various instruments, and

WHEREAS, JOHN H. SEXAUER and _____ are purchasing
real estate adjoining said roadway from Earl Miller and Ollie Miller, and

WHEREAS, the parties hereto desire that a written easement for said roadway be
entered into by and between the parties hereto.

NOW THEREFORE, for and in consideration of the terms, agreements, covenants
herein contained the parties hereto hereby agree and covenant as follows, to-wit:

T B A

1. That the parties hereto mutually grant, demise and convey unto the others a perpetual right of ingress and egress for all normal and reasonable roadway purposes over the above described roadway for the use of themselves, their assigns, guests, agents, invitees and the public.

2. That the parties hereto shall bear the expense of repair and maintenance of the roadway in the amount and manner that they shall agree upon from time to time.

3. That no party hereto shall cause the roadway to be obstructed as not to allow others the free and unrestricted use thereof.

4. That the terms, conditions and covenants contained herein are interdependent and binding upon the parties hereto, their heirs and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 19th day of ^{February} ~~January~~, 1972.

[Signature]

[Signature]

Ollie Miller

Virginia H. Thomas

Earl Miller

John H. Searner

R. O. Bogg

Donity Searner

Donacky C. Bogg

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STATE OF MISSOURI }
COUNTY OF GASCONADE } SS.

On February 17, 1972, before me appeared E. D. Coston, who declared himself to be single and unmarried, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his 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 last above written.

Aug 22nd 1974
My commission expires:

Merlin T. Rathert
Notary Public MERLIN T. RATHERT

STATE OF MISSOURI, }
COUNTY OF GASCONADE } SS.

On February 16, 1972, before me appeared Earl Miller and Ollie Miller, his 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 in the County and State aforesaid, the day and year last above written.

My commission expires: 3/9/75

STATE OF MISSOURI }
COUNTY OF GASCONADE } SS.

Charles L. Brinkman
Notary Public

On February 16, 1972, before me appeared Robert O. Boggs and Dorothy Boggs, his 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 in the County and State aforesaid, the day and year last above written.

My commission expires: 3/9/75

STATE OF MISSOURI }
COUNTY OF GASCONADE } SS.

Charles L. Brinkman
Notary Public

On February 19, 1972, before me appeared Estel Thomas and Virginia Thomas, his 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 in the County and State aforesaid, the day and year last above written.

Aug 22nd 1974
My commission expires:

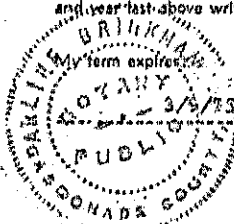
Merlin T. Rathert
Notary Public MERLIN T. RATHERT

STATE OF ~~MISSOURI~~ MISSOURI, County of GASCONADE ss.: On

February 23, 1972, before me personally appeared John H. Sexauer and Dorothy Sexauer, his wife

to me known to be the person 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 in the County and State aforesaid, the day and year last above written.



Arline Brinkmann
Arline Brinkmann, Notary Public
Address: Hermann, Missouri

STATE OF MISSOURI

County of Gasconade

IN THE RECORDER'S OFFICE

I, C. W. TOEDTMANN, Clerk of the Circuit Court and Ex-Officio Recorder within and for the County aforesaid, do certify, that the instrument of writing hereby attached, with the acknowledgment thereon, was filed for record in my office on the 24th day of Feb. 1972 at 9 o'clock P.M. and that the same is duly recorded in said office.

In Book 129 for recording at Page 757
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court.

Done at Hermann, Missouri, this 24th day of Feb. 1972

C. W. Toedtmann
Margaret Ann Loren, Deputy

QUIT - CLAIM DEED

D-2592

BOOK 230 PAGE 374

STATE OF MISSOURI,

COUNTY OF

IN THE
RECORDER'S
OFFICE

1. Gasconade ss. B. H. Leadolt, Recorder of
said County, do hereby certify that the within instrument of writ-
ing was at 1 o'clock and 50 Minutes P. M., on the
31st day of March A. D. 1989
duly filed for record in my office, and is recorded in the
records of this office, in Book 230, at page 374.
IN WITNESS WHEREOF, I have hereunto set my hand and af-
fixed my official seal at Hermann
Missouri, this 31st day of March
A. D. 1989.

B. H. Leadolt Recd
By Joyce Salathier

This Deed Witnesseth, that on March 31, 1989
George P. Oelschlaeger By: Eleanor J. Oelschlaeger,
his attorney-in-fact pursuant to Power of Attorney
as per Book 216 page 499 and Eleanora J. Oelschlaeger
wife of George P. Oelschlaeger

for and in consideration of the sum of One Dollar and
other valuable consideration paid by the said party or
parties of the second part, the receipt of which is hereby
acknowledged, does or do by these presents, Remise and
Forever Quit-Claim unto Brock M. Lutz, Trustee of the Brock M. Lutz Revocable
Living Trust U/A December 12, 1984

of 748 Speede Rd., St. Louis, Mo 63131, Grantee -, his
heirs, successors and assigns, the following described real estate situate in
Gasconade County, Missouri, to-wit:

That part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 31, lying North and East of Hwy.
#100. That part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 32, lying North and East of
Hwy. #100. That part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 32, lying North and
East of Hwy. #100. The South 417.4 feet off the West 626.1 feet off the NW $\frac{1}{4}$
of the NW $\frac{1}{4}$ of Section 32 containing 6 acres. That part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$
lying South and East of a private road which said private road is shown on
Birk Survey 10,284. Part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 32, described as
follows: Commencing at the Southwest corner and running North 0° 16' 35" East
200 feet along the West line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ to the point of beginning,
thence South 89° 55' 10" East 719.7 feet to a point on the Bluff, thence North-
westerly along the Bluff as follows: North 45° 51' 35" West 162.23 feet, thence
North 26° 51' 35" West 462 feet, North 69° 30' West 363 feet, North 78° West
66 feet to the West line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, thence South along the West
line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ to the point of beginning, all being situate in
Township 46 North; Range 4 West of the 5th P.M.

Subject to reservation by Grantors of the right to lay a pipe from a spring as
per prior Deed as recorded in Book 85 page 288.

TO HAVE AND TO HOLD THE SAME, With all the right, immunities, privileges and
appurtenances thereto belonging, unto the said party or parties of the second part,
and to their heirs and assigns, of such party or parties, forever, so that neither
the said party of the first part, nor any other person or persons, for them or in
their name or behalf shall or will hereafter claim or demand any right or title to
the aforesaid premises or any part thereof, but they and each of them shall, by these
presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said party or parties of the first part has or have
hereunto set their hand or hands the day and year first above written.

x Eleanor J. Oelschlaeger
George P. Oelschlaeger by Eleanor J. Oelschlaeger

x Eleanor J. Oelschlaeger
Eleanor J. Oelschlaeger
State of Missouri
County of Gasconade

On this 31 day of MARCH, 1989 before me personally appeared Eleanor
Oelschlaeger, attorney in fact for George P. Oelschlaeger, her husband, who is
personally known to me to be the person who executed the foregoing instrument indi-
vidually and in behalf of said George P. Oelschlaeger and by me being duly sworn
did say that said George P. Oelschlaeger is still living and sane and has not revoked
said power of attorney, and the said Eleanor Oelschlaeger acknowledged said Instru-
ment to be her free act and deed and the free act and deed of said George P. Oelsch-
laeger.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal
at my office in Hermann, Missouri the day and year first above written.

Commission Expires: 6-15-92

Oliver W. Stenme
Notary Public
Oliver W. Stenme

Commissioned in Gasconade County, Missouri

P.O. Box 87, Hermann, Missouri 65041

STATE OF MISSOURI)
) ss:
 COUNTY OF GASCONADE)

D-2813

AFFIDAVIT

I, the undersigned, James A. Alley, state that the matters contained in this Affidavit are true to the best of my knowledge.

1. With respect to the real estate described below, The Alley Partnership, Inc., a Missouri General Business Corporation, claims an interest through a Timber Sale Contract, a copy of which is attached to this Affidavit and incorporated in it by reference.

The legal description is:

Part of the Southeast Quarter of the Northwest Quarter lying North of the Northern most Bluff described as follows: Commencing at the Southeast corner, North 01 deg. 10 min. East 147.1 ft. along the East line of the Southeast Quarter of the Northwest Quarter, thence North 12 deg. 29 min. West 103.6 ft., thence North 88 deg. 51 min. East 24.5 ft. to a point on the East line of the Southeast Quarter of the Northwest Quarter the point of beginning, thence South 88 deg. 51 min. West 169 ft., thence South 17 deg. 05 min. West 135.1 ft. to the bluff, thence along the bluff as follows: North 75 deg. 21 min. 35 sec. West 330 ft., North 45 deg. 51 min. 35 sec. West 162.23 ft., North 26 deg. 51 min. 35 sec. West 462 ft., North 69 deg. 30 min. West 363 ft., north 78 deg. West 66 ft. to the West line of the Southeast Quarter of the Northwest Quarter, thence North along the West line of the Southeast Quarter of the Northwest Quarter approximately 508 ft., to the Northwest Corner of said Southeast Quarter of the Northwest Quarter, thence East to the Northeast Corner of the Southeast Quarter of the Northwest Quarter, thence South along the East line to the point of beginning, containing approximately 28 acres. Part of the Northeast Quarter of the Northwest Quarter described as follows: Commencing at the Southeast corner, North 49 deg. 32 Min. West 272.7 ft., North 39 deg. 03 Min. West 244.4 ft., North 40 deg. 28 min. West 239.6 ft., North 18 deg. 24 min. West 371.65 ft., to the North line of a private road, thence North 46 deg. 34 min. East 507 ft., to the North line of the Northeast Quarter of the Northwest Quarter, thence West along said North line to the Northwest corner, thence South to the Southwest corner, thence East to the point of beginning containing 25.5 acres together with road

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easement as per Bk. 129, Pg. 757, all in Sec. 32, Twp. 46 North, Range 4 West of the 5th P.M., and containing in the aggregate approximately 53 1/2 acres.

2. On best information and belief, this legal description describes the land applicable to the Timber Sale Contract, and is intended to encompass that property owned by a trust established by Earl Miller and Ollie Miller (the "Miller Trust"), and/or the trustees of that trust. In the event that this legal description includes lands other than those belonging to the Miller Trust, or its Trustees, the affiant will cause The Alley Partnership, Inc., to execute a Quit-Claim Deed on the request of any party, other than the Miller Trust or its Trustees, who establishes the title to their property has been clouded by the filing of this Affidavit.

3. It is the intention of The Alley Partnership, Inc., through its agents, servants, employees, to cut the timber specified within the attached contract and to perform all other covenants contained in it. At the conclusion of performance under the contract, by all parties to it, the undersigned will cause The Alley Partnership, Inc. to execute a Quit-Claim Deed to this property.

Further Affiant Sayeth Naught.

James A. Alley
James A. Alley

Subscribed and sworn to before me this 4 day of August, 1997.

Donna F. Mundwiller
Notary Public

My Comm. Exp:

9-23-98



#615
P.D. 2100
J.A.A.

TIMBER SALE CONTRACT

We, The Alley Partnership, Inc. of Manchester, Missouri, hereinafter called Purchaser, agrees to purchase from Earl and Ollie Miller Trust, hereinafter called the Seller, the designated timber specified below.

WITNESSETH:

ARTICLE I The Seller hereby agrees to sell to the Purchaser, subject to the terms listed below, all the timber specified below, on a certain tract owned by the Seller, located in Twp. 46 N, Range 4 W, Section 32, County of Gasconade, State of Missouri (see attached Exhibit A), located on 42 acres more or less.

ARTICLE II The Purchaser agrees:

1. To pay Seller as indicated in sub-paragraph 2 for walnut, white oak, red oak, basswood, and ash trees marked with a red spot of paint at eye level.
2. As timber is sold, Purchaser will pay Seller as follows:

| | |
|---|----------------------|
| Walnut, white oak and red oak veneer logs - | 50% of selling price |
| (Logs sold as veneer grade and with pricing of \$1.50/bd. ft. and up.) | |
| Export Quality sawlogs - | 50% of selling price |
| (Logs sold as quality sawlogs and with pricing of \$1.00/bd. ft. and up.) | |
| Domestic Quality sawlogs - | 30% of selling price |
| (Logs sold as quality sawlogs and with pricing of \$0.80/bd. ft. and up.) | |
| Stave logs - | 25% of selling price |
| Other lower grade logs - | 20% of selling price |
3. To pay Seller on the first of each month for all logs sold by the Purchaser. Purchaser will provide photocopies of tally sheets and records of all timber sold.
4. To bear the cost of all labor, equipment, transportation and insurance associated with harvesting operations and marketing of the logs.
5. The Alley Partnership, Inc. agrees to indemnify, protect, defend and hold harmless, the Seller, and Seller's heirs, successors, and assigns, from and against any and all claims, actions, demands, liabilities, and costs, including attorney fees, arising from any loss, damage, injury, or death, actual or claimed, occurring or allegedly occurring on the premises or resulting from the negligence of The Alley Partnership, Inc. or its agents, during timber cutting and removal work on property described as 42 acres, Twp. 46 N, Range 4 W, Section 32, Gasconade County, Missouri. The obligations assumed by The Alley Partnership, Inc., under this paragraph shall be limited to the extent of liability coverage, for defense and indemnity, furnished under a policy of insurance identified in the certificate of insurance attached to this agreement and incorporated by reference in it.

In addition, The Alley Partnership will immediately secure Comprehensive General Liability Insurance, including contractual coverage, with a minimum of \$500,000/1,000,000 for bodily injury and \$100,000 for property damage and a Certificate of Insurance showing General Liability and Workmen's Compensation coverage and naming Seller as additional insured, shall be furnished Seller.

6. To cut and remove timber in the following manner, except as provided in paragraph 7 of this Article II:

Purchaser will perform a silvicultural, selective harvest on the estimated 42 acres. James Alley, a professional forester, will mark trees to be cut with a red spot of paint at eye level in order to clearly identify those trees which are to be selectively removed from the timber stands for purposes of silvicultural thinning and timber stand improvement. Seller's trustee will then have the opportunity to inspect and approve the marking before equipment is introduced for harvesting purposes.

The corners of the property to be harvested will first be located and the boundary lines surveyed and flagged by Purchaser.

Cutting will proceed through the tract, taking all of the above described timber, it being the parties' mutual interest for cutting operations to proceed in a clean and progressive manner across the tract. However, the parties to this contract recognize and agree that wet weather conditions may prohibit Purchaser from conducting cutting, skidding and hauling operations in certain areas of the property as operations progress across the property.

In any and all events, Purchaser will vacate the property no later than December 31, 1998 with damage repaired in accordance with Article III.

7. Any language to the contrary appearing in paragraph 6 notwithstanding, the parties recognize and agree that trees of veneer quality (as determined by the Purchaser) shall not be cut during such times of the year that weather conditions make the cutting of such trees unprofitable or ill advised in the judgement of Purchaser, it being the parties' mutual intent to maximize the economic benefits of this contract to both parties.

And provided further that the time frames expressed in paragraph 6 hereof, shall be extended by an amount of time equal to the time lost as a result of fire, flood, storms or other natural disasters not caused by Purchaser's negligence or intentional neglect.

ARTICLE III The Purchaser further agrees to cut and remove said timber in strict accordance with the following conditions:

1. To waive all claim to the above described trees unless they are cut and removed on or before December 31, 1998.
2. To do all in his power to prevent and suppress forest fires on or threatening the sale area.
3. To prevent from unnecessary injury young growth and other trees not designated for cutting.

4. To repair damage caused by logging to fences, bridges, roads, trails or other improvements beyond ordinary wear and tear.
5. To allow the Seller to cut and remove any portion of a tree left on the ground by the Purchaser after he has removed his products.

ARTICLE IV The Seller agrees to the following conditions:

1. To guarantee title to the forest products covered by this agreement and to defend it against all claims at his expense.
2. To grant or secure necessary entry and right-of-way to the Purchaser and his employees on and across the area covered by this agreement.

ARTICLE V It is mutually understood and agreed by and between the parties hereto as follows:

1. In the case of dispute over the terms of this contract, we agree to accept the decision of an arbitration board of three selected persons as final. Each contracting parties will select one person and the third will be the State Forester or his chosen representative.

Signed in duplicate this 12th day of April, 1997.

PURCHASER:

James A. Alley
James A. Alley

4-12-97
Date

Bill D. Alley
Bill D. Alley

4/12/97
Date

SELLER:

Bernice J. Bruens, Trustee 12 April 97
Date

STATE OF MISSOURI }
COUNTY OF GASCONADE } ss IN THE RECORDER'S OFFICE
I, Judith A. Schulte, Ex-Officio Recorder, within and for the county afore-
said, do certify that the instrument of writing hereto attached, with the
certificate thereon was filed for record in my office on the 4
day of August 1997 at 1
o'clock and 50 minutes P M., and that the same is duly recorded
in said office in Book 317 at Page 75. In Witness Whereof,
I have hereunto set my hand and affixed the seal of said office. Done at
office in Hermann, Mo., this 4 day of August 1997.
JUDITH A. SCHULTE, Ex-Officio Recorder
By Pamela R. Greinke Deputy
Elkins-Swyers Co., Springfield, Mo. - W-1978

pg. 3000
J.A.