EMERGENCY SERVICE TURN AROUND AND ACCESS EASEMENT

This Emergency Service Turn Around and Access Easement (this "Agreement") is made and entered into this 20 day of NOVEMBER, 2023, by and between **Willy Investments, LLC,** a Missouri limited liability company and **Coats St. LLC**, a Missouri limited liability company (collectively, "Grantors"), and the **City of Columbia**, a municipal corporation of Missouri ("Grantee"). Additionally, those owners identified on the signature page as "Additional Owners" have executed this Easement for the purposes of confirming their agreement to contribute to the maintenance and repair costs of the Easement (defined below).

WITNESSETH:

BACKGROUND RECITALS

This Agreement is made and entered into by Grantor and Grantee in light of the following facts, matters and circumstances:

Grantors are the owners of adjacent tracts of real estate located in Boone County, Missouri, which are legally described as follows:

Willy Investments, LLC Property:

Lot 5 of Alpine Estates as shown in Plat Book 10, Page 51 of the Boone County, Missouri Records.

Coats St. LLC Property:

Lot 4 of Alpine Estates as shown in Plat Book 10, Page 51 of the Boone County, Missouri Records.

Collectively, such properties are referred to herein as "Grantors' Properties." Grantors' Properties share a common driveway and Grantors desire to create a perpetual, non-exclusive easement in favor of Grantee to be used as a turnaround for emergency service vehicles, including fire service vehicles.

The Additional Owners are the owners of the properties legally described on Exhibit 3 and, in consideration of Grantors conveying the Easement to Grantee, are willing to contribute to the repair and maintenance costs of the Easement on the terms and conditions set forth herein.

NOW THEREFORE, in view of the following Recitals, Grantors, Grantee and Additional Owners do hereby mutually promise, covenant, declare, state and agree as follows:

1. **Grantors' Properties Subject to Easement**. In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantors do hereby declare that Grantors' Properties, and all real estate contained therein, shall be held, sold and conveyed subject to the easements and all terms and conditions set forth in this Agreement. This Agreement, and all easements, terms and conditions contained herein, shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Grantors' Properties.

2. **Grant of Easement.** In consideration of the mutual promises set forth herein, Grantors do hereby grant and create a non-exclusive, perpetual and irrevocable access and turnaround easement (the "Easement") over and across the easement area which is legally described as set forth in Exhibit 1 (the "Easement Area") in favor of Grantee. The Easement Area is depicted on Exhibit 2. The Easement shall be subject to the terms and conditions set forth herein.

3. **Use of Easement Area**. Grantors and Grantee shall not install any fence, gate, building or other obstruction in the Easement Area. Grantors and Grantee shall not use the Easement Area for parking of vehicles or storage of any materials.

4. **Maintenance of Easement Area**. Each of the Grantors and the Additional Owners agree as follows with respect to the maintenance of the Easement Area.

a. Routine Maintenance. Grantors shall be responsible for performing and paying for routine maintenance, such as snow removal. Such maintenance shall be shared equally between Grantors with Willy Investments, LLC being responsible for one-half of the routine maintenance costs and Coats St. LLC being responsible for the other one-half of the routine maintenance costs.

b. Replacement/Work Required by Grantee. In the event that a substantial amount of the Easement Area requires replacement or resurfacing or in the event that Grantee mandates any work in the Easement Area, the cost of performing such work shall be shared equally among Grantors and the Additional Owners on a per-lot basis.

c. Decisions regarding Maintenance/Repair. All decisions regarding maintenance, repair or replacement of the Easement Area shall be made by Grantors; provided, however, that

the Easement Area shall be kept in a reasonable state of repair and decisions by Grantors must be made reasonably and in good faith.

d. Failure to Pay. Each of the Additional Owners and Grantors agree to pay their proportionate share of the foregoing expenses within fifteen (15) days of receipt of a written request for payment. In the event any such party fails to pay such party's share of the cost within fifteen (15) days, then the amount due and owing shall bear interest at the rate of nine percent (9%) per annum from the due date until paid in full.

e. Further Subdivision. As of the Effective Date of this Agreement, there are twelve lots subject to this Easement. In the event any of such lots are further subdivided, then each of the subdivided lots shall remain subject to this Easement and the parties' proportionate percentage of the maintenance costs shall be recalculated to account for the additional lot(s).

5. Maintenance in event of Damage by Party. Notwithstanding the provisions of paragraph 4 above, each party shall be responsible for promptly repairing, at such party's sole cost and expense, any damage to the Easement Area and any damage to any driving surface located in the Easement Area if such damage was caused by such party or its agents, representatives, invitees or licensees.

6. Compliance. All construction and maintenance work in the Easement Area shall be performed in a manner which complies with all applicable laws, statutes, rules, codes and regulations.

7. Enforcement. The provisions of this Agreement shall be enforceable by proceedings in law or in equity, or both, including the remedies of injunction and specific performance. In any proceeding to enforce the provisions of this Agreement, the prevailing party shall have the right to recover from the other party all cost and expenses incurred in enforcing this Agreement, including its attorneys' fees, in addition to all other remedies to which such party is entitled.

8. Entire and Complete Agreement. This Agreement contains the entire and complete agreement between Grantee and Grantor with respect to the Easement. All prior undertakings, understandings or agreements with respect to such matters are hereby cancelled, terminated, abrogated and rendered of no further force or effect.

9. No Oral Amendment. This Agreement may not be amended orally. Purported oral amendments to this Agreement shall be of no force or effect. This Agreement may be amended only by a written document of amendment signed by all parties and recorded in the Real Estate Records of Boone County, Missouri. Further, no deed or other conveyance of title to any lot described herein shall be deemed to abrogate or amend this Agreement unless such document is executed by all parties to this Agreement and specifically provides that it is intended to amend or abrogate this Agreement.

10. Agreement to Run with Land. The terms and conditions of this Agreement, and all easements and agreements contained herein, shall run with the land as to Grantors' Properties

and the real estate owned by the Additional Owners. Further, this Agreement shall inure to the benefit of, and be binding upon, each of the undersigned Grantors and Additional Owners and upon the successors in title to each of their respective lots.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year hereinabove first set forth.

GRANTORS:

Willy Investments, LLC

By: _____ Manager
Signature Title

Tyler Willy
Printed Name

Coats St. LLC

By: _____ OWNER COATSSTLLC.
Signature Title

Chris Dorr
Printed Name

ADDITIONAL OWNERS:

Ty-Co Investments, LLC

By: _____ owner
Signature Title

Stacy Salter
Printed Name

TDW Investments, LLC

By: _____ Manager
Signature Title

Tyler Willy
Printed Name

STATE OF MISSOURI)
) SS
COUNTY OF BOONE)

On this 13 day of OCTOBER, 2023, before me appeared TYLER WILLY, to me personally known, who, being by me duly sworn did say that he is the MANAGER of Willy Investments, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its members, and acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and notarial seal at my office in the State and County aforesaid, on the day and year hereinabove first written.

KEVIN M. SCHWEIKERT
Notary Public - Notary Seal
Boone County - State of Missouri
Commission Number 13399734
My Commission Expires Jan 2, 2026

_____
KEVIN M. SCHWEIKERT, Notary Public
BOONE County, State of Missouri
My commission expires: JANUARY 2, 2026

STATE OF MISSOURI)
) SS
COUNTY OF BOONE)

On this 13 day of OCTOBER, 2023, before me appeared CHRIS DORR, to me personally known, who, being by me duly sworn did say that he is the OWNER of Coats St. LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company by

authority of its members, and acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and notarial seal at my office in the State and County aforesaid, on the day and year hereinabove first written.

KEVIN M SCHWEIKERT, Notary Public
BOONE County, State of Missouri
My commission expires: _____.

KEVIN M. SCHWEIKERT
Notary Public - Notary Seal
Boone County - State of Missouri
Commission Number 13399734
My Commission Expires Jan 2, 2026

STATE OF MISSOURI)
) SS
COUNTY OF BOONE)

On this 20 day of NOVEMBER, 2023, before me appeared STACEY SALTER, to me personally known, who, being by me duly sworn did say that he is the OWNER of Ty-Co Investments, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its members, and acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and notarial seal at my office in the State and County aforesaid, on the day and year hereinabove first written.

KEVIN M. SCHWEIKERT, Notary Public
BOONE County, State of Missouri
My commission expires: _____.

KEVIN M. SCHWEIKERT
Notary Public - Notary Seal
Boone County - State of Missouri
Commission Number 13399734
My Commission Expires Jan 2, 2026

STATE OF MISSOURI)
) SS
COUNTY OF BOONE)

On this 18 day of OCTOBER, 2023, before me appeared TYLER WILLY, to me personally known, who, being by me duly sworn did say that he is the MANAGER of TDW Investments, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its members, and acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and notarial seal at my office in the State and County aforesaid, on the day and year hereinabove first written.

_____, Notary Public
BOONE County, State of Missouri
My commission expires: JANUARY 2, 2026

KEVIN M. SCHWEIKERT
Notary Public - Notary Seal
Boone County - State of Missouri
Commission Number 13399734
My Commission Expires Jan 2, 2026

Exhibit 1 – Legal Description of Easement Area

AN EASMENT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 49 NORTH, RANGE 12 WEST, CITY OF COLUMBIA, BOONE COUNTY, MISSOURI, AND BEING A PART OF LOT 4 AND LOT 5 OF ALPINE ESTATES AS SHOWN IN PLAT BOOK 10 PAGE 51 AND BEING PART OF THE TRACT DESCRIBED BY THE DEED IN BOOK 5381 PAGE 89 AND BEING PART OF THE TRACT DESCRIBED BY THE DEED IN BOOK 5347 PAGE 103 ALL OF THE BOONE COUNTY RECORDS SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE NORTHWEST CORNER OF LOT 6 OF SAID ALPINE ESTATES; THENCE WITH THE WEST LINE OF SAID LOT 6 AND SAID LOT 5 S 00°23'10"W, 200.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5 THE POINT OF BEGINNING OF THIS EASEMENT;

THENCE FROM THE POINT OF BEGINNING LEAVING THE WEST LINE OF SAID LOT 5 AND WITH THE WEST LINE OF SAID LOT 4 S 00°23'10"W. 15.00 FEET; THENCE LEAVING THE WEST LINE OF SAID LOT 4 S 88°51'40"E, 49.55 FEET; THENCE N 01°08'20"E, 20.00 FEET; THENCE N 88°51'40"W. 49.80 FEET TO A POINT ON THE WEST LINE OF SAID LOT 5; THENCE WITH THE WEST LINE OF SAID LOT 5 S 00°23'10"W. 5.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 ACRES OR 994 SQUARE FEET.

Exhibit 2 – Depiction of Easement Area

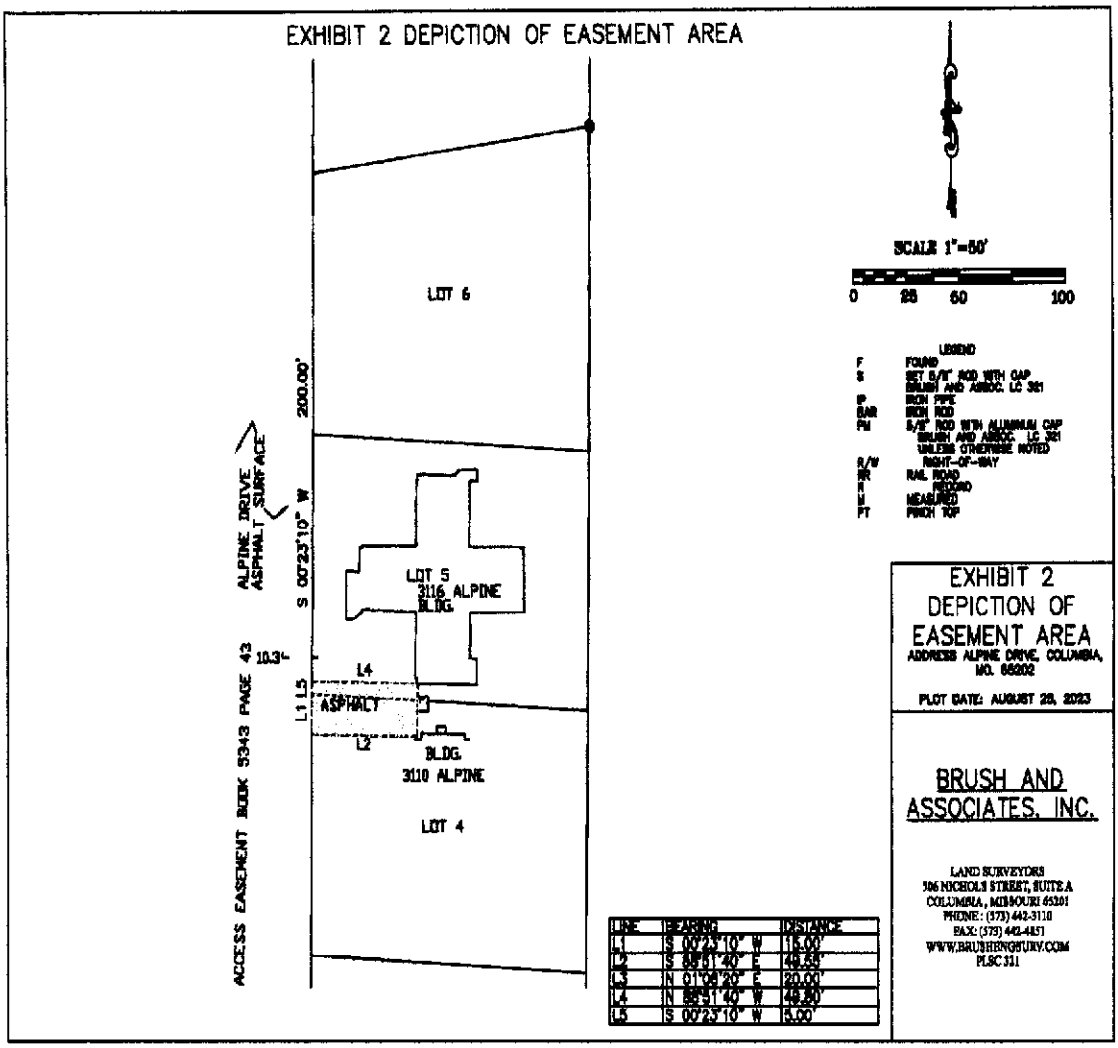

Exhibit 3 – Legal Description of Additional Owners' Properties

Ty-Co Investments, LLC Property: LOT 12, 13, 14 AND LOT 15 OF ALPINE ESTATES AS SHOWN IN PLAT BOOK 10 PAGE 51 OF THE BOONE COUNTY RECORDS.

TDW Investments, LLC Property: LOT 1 AND LOT 1E EXCEPTION OF ALPINE ESTATES AS SHOWN IN PLAT BOOK 10 PAGE 51 OF THE BOONE COUNTY RECORDS.

Coats St., LLC Property: LOT 2 AND LOT 3 OF ALPINE ESTATES AS SHOWN IN PLAT BOOK 10 PAGE 51 OF THE BOONE COUNTY RECORDS.

Willy Investments, LLC: LOT 6 OF ALPINE ESTATES AS SHOWN IN PLAT BOOK 10 PAGE 51 OF THE BOONE COUNTY RECORDS.