



* 2006031700313 *

JANICE M. HAMMONDS, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT
AGRMT

GRANTOR
MERTZ FREDRICK B TR ETAL

TO

GRANTEE
WILD TURKEY DEV L L C

PROPERTY DESCRIPTION:

ENCLAVE AT FOXHAVEN LOT 2 PB 352 PG 563 W/O/P

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

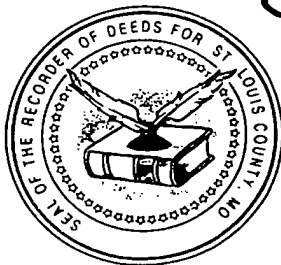
STATE OF MISSOURI)
SS.
COUNTY OF ST. LOUIS)

Document Number
313

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 9 pages, (this page inclusive), was filed for record in my office on the 17 day of March 2006 at 08:29 AM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

Jolann Reber
Deputy Recorder



Janice M. Hammonds
Recorder of Deeds
St. Louis County, Missouri

Mail to:

[Empty box for mailing address]

- ___ N.P.
- ___ N.P.C.
- ___ N.N.C.
- ___ N.N.I.

Destination code: M

RECORDING FEE \$45.00
(Paid at the time of Recording)

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WOP

EASEMENT AGREEMENT

F31812

This Easement Agreement ("Agreement") is made and entered into and is effective as of the 8th day of MARCH, 2006 by and between **Fredrick B. and Nolene E. Mertz, Trustees of the Fredrick B. Mertz and Nolene E. Mertz Joint Revocable Living Trust dated February 9, 1993** (the "GRANTOR"), and **Wild Turkey Development, L.L.C.** (the "GRANTEE"); the Grantee and Grantor may be collectively referred to herein as the "Parties" and individually as a "Party".

Recitals

A. Grantor is the owner of a parcel of real property located in St. Louis County, Missouri, which parcel is legally described on Exhibit A attached hereto and made a part hereof by this reference (hereinafter referred to as the "Grantor Parcel").

B. Grantee is the owner of that parcel of real property located in St. Louis County, Missouri, which is legally described on Exhibit B attached hereto and made a part hereof by this reference ("Grantee Parcel").

C. Grantee desires to build a road across the Grantor Parcel for the purpose of ingress to and egress from the Grantee Parcel. The location of said Road shall be as shown in Exhibit C attached hereto and made a part hereof by this reference (the "Easement Area").

Agreement

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the conditions set forth herein, the Parties hereto agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors and assigns, a perpetual, appurtenant, non-exclusive easement across the Easement Area solely for pedestrian and vehicular ingress and egress to and from Grantee's Parcel, and utility purposes ("Easement"). The parties acknowledge that the width of this easement was

agreed upon in reliance upon preliminary discussions with the City of Wildwood regarding the possible development of the Grantee Parcel and is 40 feet wide with a centerline as identified in Exhibit C. The parties agree that should the City of Wildwood reduce or increase its minimum easement size requirements, the parties shall make their best efforts to modify the Easement Area to comply with the City of Wildwood's requirements.

2. Road. Grantee shall, at its sole cost, construct in the Easement Area a road of customary dimensions ("Road") suitable for pedestrian and vehicular ingress and egress and in compliance with all applicable codes, standards and regulations of applicable government jurisdictions on or before April 1, 2007 ("Completion Date"). Anything to the contrary herein notwithstanding, the Easement herein granted shall lapse and terminate if Grantee does not complete construction of the Road by the Completion Date.

3. Maintenance and Repairs of Road. Throughout the term of the Easement, Grantee shall, at its sole cost and expense, repair and maintain the Road to such standards as required by any applicable government jurisdiction.

4. Utility Purposes. The term "utility purposes", includes, but is not limited to the installation, repair or maintenance of telephone, electrical and other utility lines, above or below grade.

5. Temporary Construction Easement. Grantee may, from time to time, enter upon the Grantor Parcel to construct, reconstruct, repair or maintain the Road and utilities. Any work done by Grantee shall be at Grantee's sole cost and expense. All construction authorized by this Agreement shall be conducted expeditiously and in a manner which minimizes interference with Grantor's activities and promotes safety. Subject to these conditions, Grantor hereby grants to Grantee and its contractors, agents, representatives and employees, a temporary construction easement over the Grantor Parcel in such limited areas as is necessary for the construction, reconstruction, repair and maintenance of the Road and the utilities.

6. Reservation of Rights. Grantor reserves the right to grant other easements to, upon, across, under and through the Easement Area to such utilities or third parties as Grantor in its sole discretion determines, provided that no such easement may be granted the purpose or effect of which unreasonably interferes with the Grantee's ability to use and enjoy the Easement granted herein for the purposes intended by this Agreement. Grantor further reserves and retains all uses, rights and privileges as may be exercised and enjoyed without undue interference with the easement granted herein, including, without limitation, the installation of utilities. Subject to Grantee's rights hereunder, Grantee shall not unreasonably interfere with Grantor's use and enjoyment of the Easement Area.

7. Indemnification. Grantee agrees to repair at its own cost and expense any damage caused to the Grantor Parcel or the improvements thereon as a result of Grantee's construction, reconstruction, repair or maintenance activities under this Agreement, and Grantee shall restore the affected portion of the Grantor Parcel to their former condition. In addition, Grantee shall indemnify and hold Grantor and its members, officers, directors, employees, agents, customers and invitees harmless from and against any injuries, claims, expenses, costs, damages, and losses whatsoever, including reasonable attorneys' fees and court costs, incurred or sustained by Grantor or any other person as a result of Grantee's or its officers', directors', employees',

agents', invitees' or contractors' use, construction, reconstruction, repair or maintenance of the Road and the Easement Area.

8. Reimbursement of Grantor's Expenses. In the event that Grantee shall fail to adequately perform its obligations hereunder, then Grantor may (but shall not be required to), after giving Grantee thirty (30) days' prior written notice of its default and an opportunity to cure, perform such maintenance or repairs as it deems necessary. Grantee agrees to reimburse Grantor for the cost of such work that is reasonable and normal within thirty (30) days after being presented with a bill or invoice therefor. In the event said bill or invoice is not paid within the designated time, said sum shall accrue interest at the rate of eight percent (8%) per annum until paid in full. Notwithstanding the foregoing, if Grantee sells or otherwise conveys all of Grantee's Parcel to any other person or persons, whether voluntarily or involuntarily, Grantee shall be relieved of all future obligations under Sections 2, 3, 7, and this Section 8, and Grantor shall look solely to the new owner of the Grantee Parcel to satisfy these obligations.

9. Attorney's Fees. In the event one of parties breaches the terms of this Agreement, the non-breaching party shall be entitled to recover from the other party his/her reasonable legal fees, courts costs and expenses incurred in enforcing the terms of this Agreement, whether or not a court action is instituted, but such attorney's fees shall begin to accrue only after notice of the alleged breach. The non-breaching party may pursue any legal remedy at law or in equity including, but not limited to, a legal action to compel compliance with the terms of this Agreement.

10. Successors and Assigns. This Agreement, and all obligations and rights granted or conferred herein, shall run with the land, and the rights, obligations and agreements herein shall at all times inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

11. Notice. All notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be in writing and shall be served (as an alternative to personal service) by registered or certified mail, overnight courier service or facsimile (followed promptly by hard copy) at the addresses set forth below:

As to Grantor: Mr. and Mrs. Fredrick B. Mertz
c/o Mr. Charles A. James, Attorney-at-Law
14 Church Street
Ferguson, MO 63135
314-521-1888 (voice)
314-521-7555 (fax)
cajesq@mac.com

As to Grantee: Wild Turkey Development, L.L.C.
c/o Todd Massa
McCarthy, Leonard, Kaemmerer,
Owen, McGovern & Striler, L.C.
400 South Woods Mill Road, Suite 250
Chesterfield, MO 63017
Fax: 314-392-5221

Any such notice or demand given by registered or certified mail or by reputable overnight courier with postage or charges thereon fully prepaid and addressed to the party to be served at the addresses set forth above or by facsimile at the numbers set forth above shall constitute proper notice hereunder upon (a) delivery to the United States Postal Service, (b) delivery to such overnight courier, or (c) transmission by facsimile, whichever is appropriate.

12. Recording. The Parties agree that this Easement Agreement shall be recorded against their respective titles of record.

13. Choice of Law. This Agreement shall be construed and governed according to the laws of the State of Missouri.

14. Headings. All paragraph headings or captions contained herein are for convenience only, and are not to be construed to be or to modify any terms of this Agreement.

15. Entire Agreement. This Agreement constitutes the entire agreement of the parties and may not be modified except by express written amendment by the parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement as of the date first above written.

GRANTOR:

FREDRICK B. MERTZ AND NOLENE E. MERTZ
JOINT REVOCABLE LIVING TRUST DATED
DATED FEBRUARY 9, 1993

By: *Fredrick B. Mertz Trustee*
FREDRICK B. MERTZ, TRUSTEE

By: *Nolene E. Mertz Trustee*
NOLENE E. MERTZ, TRUSTEE

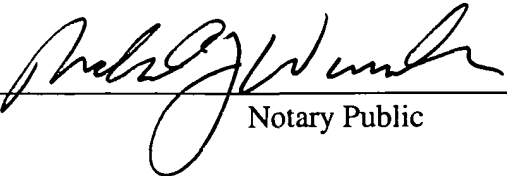
GRANTEE:

WILD TURKEY DEVELOPMENT, L.L.C.

By: *John Shaw*
Authorized Agent JOHN SHAW MEMBER

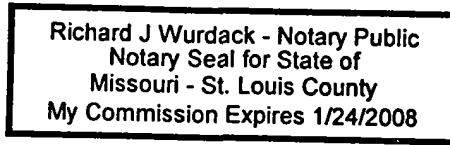
STATE OF MISSOURI)
) SS.
COUNTY OF St Louis)

On this 8th day of MARCH, 2006, before me, a Notary Public, personally appeared Fredrick B. Mertz and Nolene E. Mertz, his wife, known to me to be the persons who executed the foregoing Easement Agreement, and acknowledged that they executed the same as Trustees of the Fredrick B. Mertz and Nolene E. Mertz Joint Revocable Living Trust Dated FEBRUARY 9, 1993, as amended, and that they executed said Agreement for the purposes therein stated.



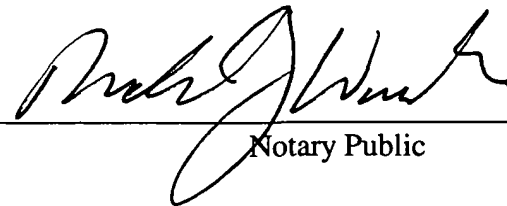
Notary Public

My Commission Expires: 01-24-08



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

On this 8th day of MARCH, 2006, before me, a Notary Public, personally appeared JOHN SHAW, known to me to be the person who executed the foregoing Easement Agreement, and acknowledged that he is an authorized agent of Wild Turkey Development, L.L.C., that he is duly authorized to execute said Agreement on behalf of said company, and that he executed said Agreement on behalf of said company for the purposes therein stated.



Notary Public

My Commission Expires: 01-24-08

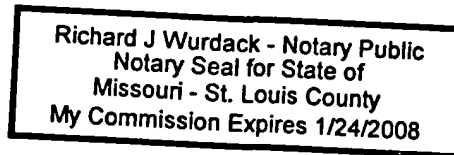


EXHIBIT "A"

Lot Two (2) of Enclaves at Foxhaven, a lot split of a tract of land being a part of the Northeast qr of the Southeast qr of Section 31, and a part of the Northwest qr of the Southwest qr of Section 32, Township 44 North, Range 3 East, City of Wildwood, St. Louis County, Missouri. Recorded in Plat Book 352, Page 563.

EXHIBIT "B"
Legal Description Attachment

File No. 31350A

Tract I

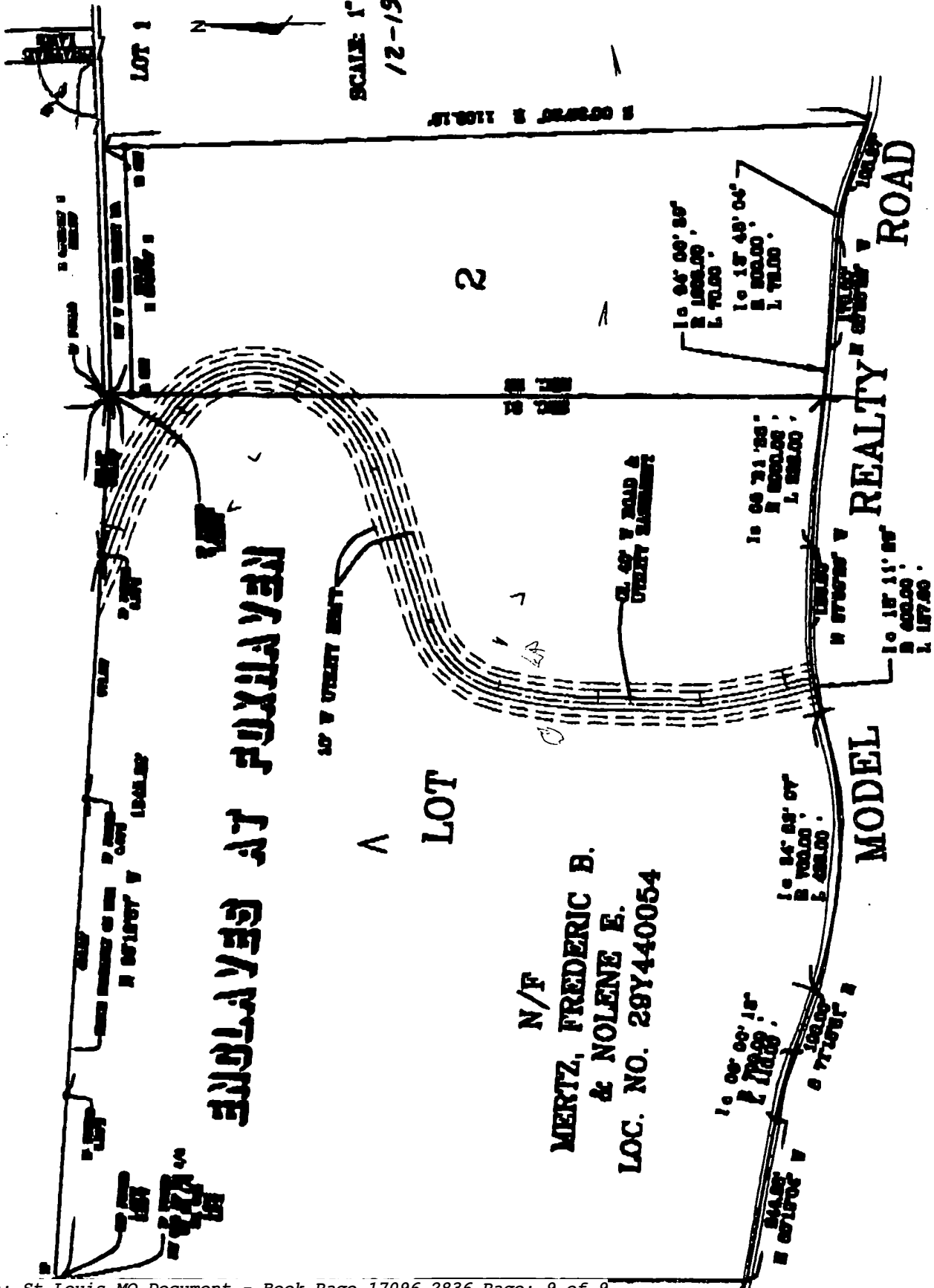
The South half of the Northeast qr of Section 31, Township 44 North, Range 3 East of the 5th P.M., in St. Louis County, Missouri, being that parcel of land conveyed to Catherine Frances Opel, John Thomas Opel & Mary Alice Hollander by instrument recorded in Book 7733 Page 392 of the St. Louis County, Missouri records and being more particularly described as: Beginning at the East qr corner of said Section 31, being a point on the North line of Enclaves at Foxhaven, a subdivision according to the plat thereof recorded in Plat Book 352 Page 563 of said St. Louis County Records, thence along said North line along the North line of Lot split of part of the Northwest qr, Southeast qr of Section 31, Township 44 North, Range 3 East according to the plat thereof recorded in Plat Book 346 Page 125 of said St. Louis County Records and the westward extension thereof, North 85 degrees 27 minutes 40 seconds West 2690.24 feet to the center of said Section 31, thence along the North-South centerline of said Section 31 and the boundary line of Fox Mountain Estates Plat One, a subdivision according to the plat thereof recorded in Plat Book 138 Pages 20, 21 & 22 of said St. Louis County Records, North 2 degrees 20 minutes 22 seconds East 1172.88 feet to the Northwest corner of said South half of the Northeast qr of Section 31, thence continuing along the boundary of said Fox Mountain Estates Plat One, the South line of Flat Rock Valley Subdivision, a subdivision according to the plat thereof recorded in Plat Book 299 Page 3 of said St. Louis county Records and the South line of a 12 foot wide strip of land conveyed to Ray Opel and Catherine Opel by trustee's deed recorded in Book 6925 Page 1578 of said St. Louis County Records South 89 degrees 22 minutes 15 seconds East 2662.92 feet to the Northeast corner of said South half of the Northeast qr of Section 31, Thence along the East line of said Section 31 and the West line of Fox Creek Valley, a subdivision according to the Plat thereof recorded in Plat Book 120 Pages 4 & 5 of said St. Louis County Records South 1 degree 13 minutes 07 seconds West 1355.87 feet back to the point of beginning.

Tract II

A 12 foot wide parcel of land in the Southeast corner of the Northeast qr of the Northeast qr of Section 31, Township 44 North, Range 3 East of the 5th P.M., in St. Louis County, Missouri, being that parcel of land conveyed to Ray Opel and Catherine Opel by trustee's deed recorded in Book 6925 Page 1578 of the St. Louis County, Missouri, records and being more particularly described as: Beginning at said Southeast corner of the Northeast qr of the Northeast qr of Section 31, thence along the South line of said Northeast qr of the Northeast qr of Section 31, North 89 degrees 22 minutes 15 seconds West 12 feet, thence North 1 degree 21 minutes 37 seconds East 432 feet, thence South 89 degrees 22 minutes 15 seconds East 12 feet to the East line of said Northeast qr of the Northeast qr of Section 31, thence along said East line South 1 degree 21 minutes 37 seconds West 432 feet back to the point of beginning.

EXHIBIT C

SCALE 1"=200'
12-19-05



ENJOYED AT FULLY

N/F
MERTZ, FREDERIC B.
& NOLENE E.
LOC. NO. 28Y440054