

Return to:  
Jack Ramirez  
360 E Loch Lloyd Parkway  
Loch Lloyd, MO 64012

~~1st Amendment~~

**AMENDED  
AMENDED ROAD MAINTENANCE AGREEMENT**

**\* RE-RECORDING- TO REMOVE "FIRST AMENDMENT" FROM THE TITLE**

RECITALS:

This document supersedes and replaces the Road Maintenance Agreement dated April 28, 2020, on file and of record in the Office of the Clerk and Recorder of Yellowstone County, Montana, as Document No 3925217.

THE UNDERSIGNED are all of the owners of the following described real property located in the North 1/2 of Section 15, Township 1 North, Range 24 East, M.P.M., Yellowstone County, Montana:

Tracts 1A, 5A, 6A, 7A, 8A, 14A, 17A, 18A, 19A, and 22A, Certificate of Survey 781, 2<sup>nd</sup> Amended, on file and of record in the Office of the Clerk and Recorder of Yellowstone County, Montana, as Document No.3883466; Tracts 9A-2 and 10A-2, Certificate of Survey 781, 3<sup>rd</sup> Amended, on file and of record in the Office of the Clerk and Recorder of Yellowstone County, Montana, as Document No. 3900687; Tracts 20A-2 and 21A-2 Certificate of Survey 781, 4<sup>th</sup> Amended, on file and of record in the Office of the Clerk and Recorder of Yellowstone County, Montana, as Document No. 3922577; and Tracts 11A-1, 12A-1, 13A-1, 15A-1, and 16A-1 of Certificate of Survey 781 5<sup>th</sup> Amended, on file and of record in the Office of the Clerk and Recorder of Yellowstone County, Montana, as Document No. 3974297.

The foregoing Certificates of Survey constitute all of the property known as Far And Away Subdivision.

THE UNDERSIGNED are also all of the Developers referred to in the document entitled AMENDED DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF FAR AND AWAY ESTATES SUBDIVISION, pertaining to the above described real property, on file and of record in the Office of the Clerk and Recorder of Yellowstone County, Montana, as Document No. 3981859.



All of the above-described tracts will be served by roads and access driveways constructed by the undersigned (hereinafter referred to as "the Developers") for the purpose of providing access for ingress and egress to such tracts.

Subsequent to the execution and filing of the initial Road Maintenance Agreement dated April 28, 2020, Developers filed a document entitled DECLARATION OF AMENDED EASEMENT FOR PRIVATE ACCESS AND UTILITIES and VACATION OF PORTIONS OF EXISTING EASEMENT in the Office of the Clerk and Recorder of Yellowstone County, Montana, as Document No. 3960787, which document altered the original planned routes of the roads Far Away Trail, Land Rush Lane, and Hidden Spring Lane, and added the road Hideaway Trail. This alteration of the original planned routes in turn required boundary changes for Tracts 11A-1, 12A-1, 13A-1, 15A-1, and 16A-1 reflected in Certificate of Survey 781 5<sup>th</sup> Amended, on file and of record in the Office of the Clerk and Recorder of Yellowstone County, Montana, as Document No. 3974297.

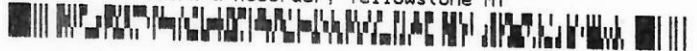
In December of 2020, the Developers also executed and filed a document entitled DECLARATION OF LIMITED ACCESS EASEMENT in the Office of the Clerk and Recorder of Yellowstone County, Montana, as Document No. 3953816, creating a perpetual private limited access easement across Tracts 17A, 21A-2 and 22A of the above described property for access to the adjacent Montana State Trust Land described as Section 16, Township 1 North, Range 24 East, M.P.M., Yellowstone County, Montana.

By virtue of all of the foregoing actions, the following roads, access driveways, and access easement in Far And Away Subdivision are the subject of this agreement:

- (a) Bermes Road;
- (b) Canyon View Lane;
- (c) Far Away Trail;
- (d) Land Rush Lane;
- (e) Hidden Spring Lane;
- (f) Hideaway Trail;
- (g) The access driveway across Tract 5A to Tract 6A;
- (h) The access easement creating a path across Tract 22 and 21A-2 for access to adjacent State Land; and
- (i) That portion of Corrienta Way in McFarland Subdivision from the south boundary of Angus Avenue to the north boundary of Tract 7A and Far Away Trail; provided, however, that with respect this portion of Corrienta Way, the duty to maintain is applicable only to the extent the County neglects or refuses to maintain this portion of Corrienta Way.

IT IS, THEREFORE, AGREED with respect to the foregoing that:

At such time as each of the above-described tracts or lots is sold or transferred by the Developers to a person or persons other than a Developer (as the term Developer is defined in the above-referenced AMENDED DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF FAR AND AWAY ESTATES SUBDIVISION), the purchasers and



transferees, their successors and assigns, (referred to hereinafter as "Owners") shall be obligated to maintain the above described roads, access driveway and access easement. The obligation to maintain shall also include the legs of any hammerhead "T" or "Y" turnarounds at the end of any of the roads or access driveways; any gates, automatic gates, or appurtenances; and any roads or access driveways created or modified as a result of (a) re-platting; (b) re-routing of roads; (c) re-designating roads as access driveways or vice versa; or (d) the division or subdivision of tracts into smaller tracts or lots. The roads and access driveways will be maintained in a manner that provides all-weather access for automobile use. The obligation to maintain automatic gates includes the obligation to pay the cost of operation of such gates.

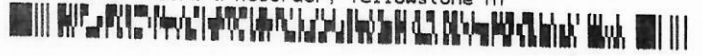
The Owner or Owners of each such tract or lot as described above, excluding the Developers, shall be severally liable for an equal share of the cost of such maintenance as is duly authorized as provided herein. The Owners acknowledge and agree that sharing such costs equally will provide economies of scale, be more easily administered, and take into account the benefit all tracts or lots receive from the emergency segment of Far Away Trail and the access easement to State Trust Land.

If any tracts or lots are re-platted or are divided or subdivided into smaller tracts or lots, the cost of such maintenance as is duly authorized will be divided equally among the Owners of the total number of tracts and lots, excluding the Developers, regardless of the size of the tracts or lots, and each Owner of all resulting tracts or lots will be severally liable for an equal share of the costs of such maintenance of the roads and access driveways.

The Owners shall administer the maintenance obligations herein through the Far And Away Estates Homeowners Association (referred herein as the "Association"). Any maintenance undertaken must be duly authorized in accordance with the articles and bylaws of the Association. The Owners acknowledge and agree that they are required to be, and by virtue of the ownership of a tract are, Members of the Association.

In the event that any obligated Owner fails or refuses to pay that Owner's share of the cost of duly authorized maintenance, the Association shall have a contractual lien against the tract of the non-paying member for the amount of the unpaid assessment, and shall have the right to foreclose on such lien to collect the unpaid assessment. A notice of such lien shall be recorded in the office of the Clerk and Recorder of Yellowstone County. Such lien shall not have priority over a first mortgage or trust indenture of record. In the event of foreclosure of the lien, the prevailing party shall be entitled to an award of costs and reasonable attorney fees.

Because the maintenance of the roads is provided at the cost of the Owners, no Owner, without the express written consent of the Association, shall grant any person or entity entering from property adjacent to Far And Away Estates Subdivision, an easement or other permission, temporary or permanent, for the purpose of crossing any portion of the Owner's property to obtain access to and the use of any roads or easements in Far and Away Estates Subdivision; provided, however, the Developers may reserve an easement for such purposes if Developers determine such an easement would be in the best interests of Far and Away Estates Subdivision.



The Owners of any portion of the above-described real property, by acceptance of a conveyance, covenant and agree faithfully to observe and abide by the terms of this Road Maintenance Agreement, and this agreement shall be binding upon the Owners, their successors and assigns, and shall be deemed an obligation running with the above-described land binding the Owners and all persons claiming under them.

With respect to any of the roads described or referred to above, this agreement shall remain in force and effect until such time as city, county or state authorities shall undertake or agree to maintain such road.

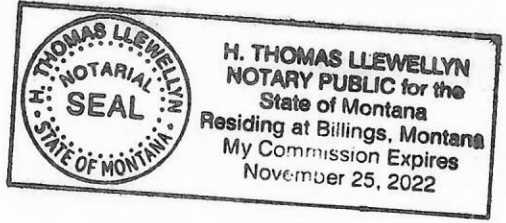
IN WITNESS WHEREOF, the undersigned have executed this Road Maintenance Agreement as of this 27<sup>th</sup> day of July, 2021.

James Hertz  
James Hertz

STATE OF MONTANA )  
  :SS  
County of Yellowstone )

On this 27 day of July, 2021, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared James Hertz known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



H. Thomas Llewellyn  
Notary Public in and for the State of Montana  
Printed name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

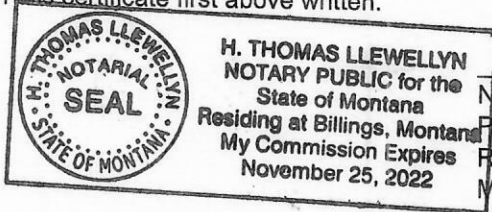


Constance R. Hertz Bypass Trust  
By James Hertz, Trustee By James Hertz Trustee

STATE OF MONTANA )  
:SS  
County of Yellowstone )

On this 27 day of July, 2021, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared James Hertz, Trustee of Constance R. Hertz Bypass Trust, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



H. Thomas Llewellyn  
Notary Public in and for the State of Montana  
Printed name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

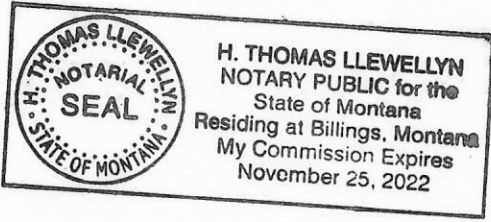
James Todd Hertz  
James Todd Hertz

By: James Hertz Attorney in Fact  
James Hertz, Attorney in Fact for James Todd Hertz  
By James Todd Hertz

STATE OF MONTANA )  
:SS  
County of Yellowstone )

On this 27 day of July, 2021, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared James Hertz known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact for James Todd Hertz and acknowledged to me that he subscribed the name of James Todd Hertz as principal and his own name as Attorney in Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



H. Thomas Llewellyn  
Notary Public in and for the State of Montana  
Printed name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



Kerrie Ann Robertson  
Kerrie Ann Robertson

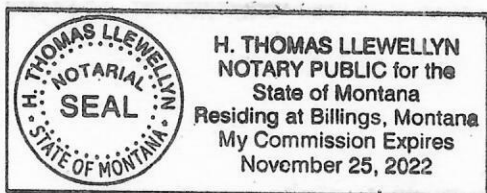
By: James Hertz Attorney in fact  
James Hertz, Attorney in Fact for Kerrie Ann Robertson

Kerrie Ann Robertson  
STATE OF MONTANA )

:ss  
County of Yellowstone )

On this 27 day of July, 2021, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared James Hertz known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact for Kerrie Ann Robertson and acknowledged to me that he subscribed the name of Kerrie Ann Robertson as principal and his own name as Attorney in Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



H. Thomas Llewellyn  
Notary Public in and for the State of Montana  
Printed name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Paul A. Miron  
Paul A. Miron

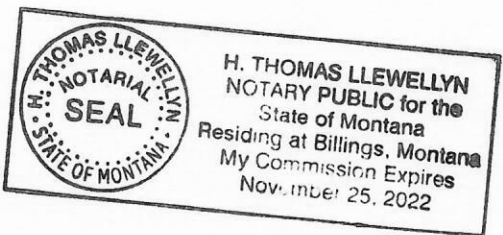
By: James Hertz Attorney in fact  
James Hertz, Attorney in Fact for Paul A. Miron

Paul A. Miron  
STATE OF MONTANA )

:ss  
County of Yellowstone )

On this 27th day of July, 2021, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared James Hertz, known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact for Paul A. Miron and acknowledged to me that he subscribed the name of Paul A. Miron as principal and his own name as Attorney in Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



H. Thomas Llewellyn  
Notary Public in and for the State of Montana  
Printed name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



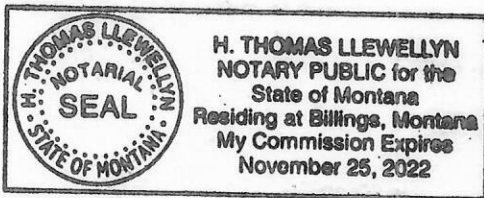
Jamie H. Miron  
Jamie H. Miron

By: James Hertz, Attorney in Fact  
James Hertz, Attorney in Fact for Jamie H. Miron

STATE OF MONTANA )  
:ss  
County of Yellowstone )

On this 27 day of July, 20 21, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared James Hertz known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact for Jamie H. Miron and acknowledged to me that he subscribed the name of Jamie H. Miron as principal and his own name as Attorney in Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



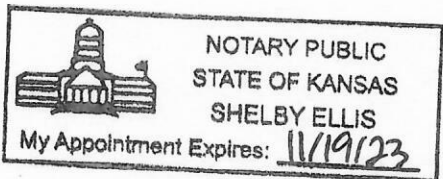
H. Thomas Llewellyn  
Notary Public in and for the State of Montana  
Printed name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Sandra R. Fuller  
Sandra R. Fuller  
By: Jack S. Ramirez, Attorney in Fact  
for Sandra R. Fuller  
Jack S. Ramirez, Attorney in Fact for Sandra R. Fuller

STATE OF Kansas  
:ss  
County of Johnson

On this 19 day of July, 20 21, before me, the undersigned, a Notary Public in and for the State of Kansas, personally appeared Jack S. Ramirez known to me to be the person whose name is subscribed to the within instrument as Attorney in Fact for Sandra R. Fuller and acknowledged to me that he subscribed the name of Sandra R. Fuller as principal and his own name as Attorney in Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



Shelby Ellis  
Notary Public in and for the State of Kansas  
Printed name: Shelby Ellis  
Residing at: 13100 State line Rd Leawood, KS  
My commission expires: 11/19/23 06209



Christine R Arensberg

Christine R. Arensberg

By: Jack S Ramirez, Attorney in Fact  
for Sandra R. Fuller

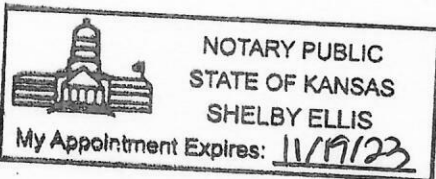
Jack S. Ramirez, Attorney in Fact for Christine R. Arensberg

STATE OF Kansas

County of Johnson :SS

On this 19 day of July, 2021, before me, the undersigned, a Notary Public in and for the State of Kansas personally appeared Jack S. Ramirez known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact for Christine R. Arensberg and acknowledged to me that he subscribed the name of Christine R. Arensberg as principal and his own name as Attorney in Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



Shelby Ellis

Notary Public in and for the State of Kansas

Printed name: Shelby Ellis

Residing at: 13100 State Line Rd, Leawood, KS

My commission expires: 11/19/23

06209

Yellowstone Farms, LLC

Yellowstone Farms, LLC

Jack S. Ramirez, Member Representative

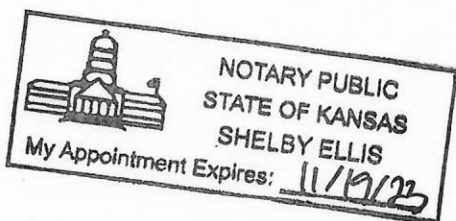
By: Jack S Ramirez  
Member Representative, Member Representative

STATE OF Kansas

County of Johnson :SS

On this 19 day of July, 2021, before me, the undersigned, a Notary Public in and for the State of Kansas, personally appeared Jack S. Ramirez, Member Representative of Yellowstone Farms, LLC, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



Shelby Ellis

Notary Public in and for the State of Kansas

Printed name: Shelby Ellis

Residing at: 13100 State Line Rd, Leawood, KS

My commission expires: 11/19/23

06209