

ROAD MAINTENANCE AGREEMENT – MAJESTIC WOODS NORTH

The parties, consisting of the owners of each and every lot within the Majestic Woods North subdivision in the Town of Eau Galle, Dunn County, Wisconsin, are co-owners of Outlot 1 and a private easement access ("the private road") as shown on the attached copy of the Plat thereof, through said subdivision.

Legacy Land Group, LLC will maintain the private road until June 1, 2007. Subsequent to June 1, 2007 and for a period of two years, ending June 1, 2009, Mike Baier, a local Eau Galle resident, has agreed to grade the private road four times per year and will plow snow every time there is an accumulation of at least 4 inches. He has agreed to a total fee of \$850 per year for all of these services, payable on June 1 of 2007 and June 1 of 2008. Thereafter the parties to this contract will re-negotiate the contract with Mike Baier or an alternative contractor.

The parties agree to share the costs and expenses of maintaining and repairing the private road servicing their lot(s), commencing on June 1, 2007 as follows:

1. *Maintenance and Repairs Defined.* The repairs and maintenance to be undertaken and performed under this agreement will exclusively include the following: snow plowing, snow removal, grading. Any additional repairs or maintenance deemed necessary or advisable, but not included within the maintenance and repair specified above, will not be undertaken under this agreement except with the approval by at least a two-thirds majority vote of those having an ownership right in Outlot One, with one vote given per lot owned. A failure to vote within seven days of a certified receipt of a notice that such a vote is needed shall be interpreted to be a vote in favor of the expenditure.

2. *Limits of Liability.* The parties agree to bear the costs and expenses of repairs and maintenance authorized pursuant to and during the term of this agreement as follows: Each party to this agreement shall bear the percentage of the total costs incurred for repair and maintenance of the private road attributable to said party's lot(s). Said percentage is determined by dividing the number of lots owned by the party by eight (the total number of lots in the subdivision (not including Outlot Two)).

Damage to these private roads resulting from operations other than normal, ordinary usage, shall be the responsibility of the party causing such damage and said party shall be responsible for returning the private road to its condition prior to such abnormal, extraordinary usage. Examples of abnormal, extraordinary usage are home construction / excavating.

3. *Indemnity.* Each of the parties indemnifies and holds the other harmless from any and all liability for injury to himself or herself or damage to his or her property when such damage results from, arises out of, or is attributable to any maintenance or repair undertaken pursuant to this agreement.

4. *Duration of Agreement.* This Agreement shall run with the land and will be binding on and will inure to the benefit of the parties, their heirs, successors, grantees, and assigns.

5. *Termination of Agreement.* The duties and obligations set forth in this agreement shall continue until such time as (a) the private road is adopted as a Town or County road; or (b) the parties to this agreement, or their heirs, successors, grantees, and assigns, by unanimous written consent, execute a written agreement modifying or eliminating the terms of this agreement. Legacy Land Group, LLC in no way implies by this paragraph that the private road as constructed and covered by this Road Maintenance Agreement will be adopted as a Town or County Road.