

Pulaski County, Missouri

I, RACHELLE BEASLEY, CIRCUIT CLERK AND EX-OFFICIO RECORDER
OF PULASKI COUNTY, DO HEREBY CERTIFY THAT THE
WITHIN INSTRUMENT OF WRITING WAS ON MAY 09, 2012
AT 02:45PM, DULY FILED FOR RECORD IN THIS OFFICE IN
DOC NO.: 2012-3216

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND
AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN WARRENSVILLE, MO
RACHELLE BEASLEY (CIRCUIT CLERK)

BY: Ashley Stahlke, DEPUTY



Legal Description is on Page 5

AGREEMENT FOR JOINT USE OF WELL NO. 7

THIS AGREEMENT, Made and Entered into this 20 day of APRIL, 2012,
by and between Ridge Creek Development, L.L.C., a Missouri Limited Liability Company,
hereinafter referred to as First Party (Grantor), and Bryan McCollum, a single man, hereinafter
referred to as Second Party (Grantee); WITNESSETH:

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WHEREAS, Second Party is or soon will be the owner of the real estate described as Parcel
#1 on Exhibit "A" (which is attached hereto and made a part hereof by reference); And

WHEREAS, First Party is the owner of the real estate described as Parcel #2 on Exhibit "A";
And

WHEREAS, there is located on Parcel #2 a well which is intended to provide water for use
on the real estate described as Parcel #1; And

WHEREAS, the First Party and Second Party desire to hereby establish the rights and
obligations of the future owners of any portion of Parcel #1 relating to the said well;

NOW THEREFORE, the Parties hereby agree as follows:

1. The said well (and related equipment) shall be owned by First Party or its successors and
assigns.
2. Water from the said well shall be used only for normal residential purposes for one single-
family residence located on each of the lots described said Parcel #1.
3. In the event of a shortage of water, each party shall conserve the water used by that party.
4. The First Party shall be entitled to charge each owner of any lot described in Parcel #1 for
the water used by said owner. The current monthly charge for use of water from said well shall be
the sum of \$28.00 to each lot. First Party retains the right to increase said charge per month.

Pulaski County, Missouri

STATE OF MISSOURI

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COUNTY OF PULASKI

On this 2 day of February, 2007, before me personally appeared Robert S. Driben and Michelle Driben, 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 at my office in J. Robert Missouri, the day and year first above written.

My term expires 12-11-10

Stacy Dame
Notary public

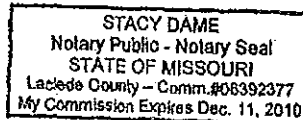


EXHIBIT "A"

Tract #1:

All of Lot 39, in RIDGE CREEK, PLAT NO. 2, a Subdivision of Pulaski County, Missouri, according to the recorded plat thereof filed in the Recorder's Office of Pulaski County, Missouri.

Tract #2:

Well Tract No. 5 - All that part of Lot 76 in Ridge Creek Plat No. 2, per the plat thereof filed in the Recorder's Office of Pulaski County, Missouri, described as follows: Beginning at the Northeast corner of said Lot 76, thence South 00° 43' 18" West 75 feet along the East line of said Lot 76 to the point of beginning of said Well Tract No. 5; thence South 00° 43' 18" West 20 feet along the East line of said Lot 76; thence North 89° 16' 42" West 20 feet; thence North 00° 43' 18" East 20 feet; thence South 89° 16' 42" East 20 feet to the point of beginning of said well tract. Said Well Tract No. 5 also uses an easement along the East 12 feet of the North 75 feet of Lot 76 in Ridge Creek Plat No. 2 for water pipes to and from said well to lots in said subdivision.

Pulaski County, Missouri

I, RACHELLE BEASLEY, CIRCUIT CLERK AND EX-OFFICIO RECORDER
OF PULASKI COUNTY, DO HEREBY CERTIFY THAT THE
WITHIN INSTRUMENT OF WRITING WAS ON MAY 03, 2010
AT 01:36PM, DULY FILED FOR RECORD IN THIS OFFICE IN
DOC NO.: 2010-2616



IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND
AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN WAYNESVILLE, MO
RACHELLE BEASLEY (CIRCUIT CLERK)

BY: Dana B. [Signature], DEPUTY

Legal Description is on Page 4

AGREEMENT FOR JOINT USE OF WELL NO. 5

THIS AGREEMENT, Made and Entered into this 28th day of April, 2010,
by and between Ridge Creek Development, L.L.C., a Missouri Limited Liability Company,
hereinafter referred to as First Party (Grantor), and Michael Kindred and Patricia A. Kindred,
husband and wife, hereinafter referred to as Second Parties (Grantees); WITNESSETH:

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WHEREAS, Second Parties are or soon will be the owners of the real estate described as
Parcel #1 on Exhibit "A" (which is attached hereto and made a part hereof by reference); And

WHEREAS, First Party is the owner of the real estate described as Parcel #2 on Exhibit "A";
And

WHEREAS, there is located on Parcel #2 a well which is intended to provide water for use
on the real estate described as Parcel #1; And

WHEREAS, the First Party and Second Parties desire to hereby establish the rights and
obligations of the future owners of any portion of Parcel #1 relating to the said well;

NOW THEREFORE, the Parties hereby agree as follows:

1. The said well (and related equipment) shall be owned by First Party or its successors and assigns.
2. Water from the said well shall be used only for normal residential purposes for one single-family residence located on each of the lots described said Parcel #1.
3. In the event of a shortage of water, each party shall conserve the water used by that party.
4. The First Party shall be entitled to charge each owner of any lot described in Parcel #1 for the water used by said owner. The current monthly charge for use of water from said well shall be the sum of \$28.00 to each lot. First Party retains the right to increase said charge per month.

Pulaski County, Missouri

5. All of the cost of maintenance and repair of the said well (and related equipment), including the cost of replacing the pump and other equipment, shall be the responsibility of the Party of the First Party.

6. Each owner of any lot described in Parcel #1 (the Parties of the Second Part) shall be separately responsible for the cost of installation, repair and maintenance of the pipes which connect that party's residence to the said well, and each party shall keep those pipes in good repair at all times. The cost of maintenance and repair of pipes which are used to distribute water to more than one of the parcels shall be paid equally by the persons who are then the fee owners of each parcel which is served by those pipes.

7. Each lot owner of any lot described in Parcel #1 (the Parties of the Second Part) hereby grants to the Party of the First Part an easement over the real estate owned by that party for purposes of maintenance, repair and replacement of the pipes which are used to distribute water from the well to the parcels.

8. Any party shall have the right to have the well water tested by a responsible local authority at any time.

9. No party shall locate or relocate any element of an individual sewage disposal system within 100 feet of the well.

10. No party shall install landscaping or improvements which will impair use of the easements granted hereby.

11. Any removal or replacement of pre-existing site improvements which are necessary for operation, maintenance, replacement, improvement, inspection or testing of the well (and related equipment) will be at the cost of the owner of such site improvements, except that costs to remove and replace a common boundary fence or wall shall be shared equally by the owners of the properties sharing this common boundary fence or wall.

12. In the event of abandonment of the water supply system, the cost of taking such reasonable action as may be required to avoid contamination of ground water or to avoid other hazards shall be paid by the Party of the First Part, or its successors and assigns.

13. Each party using water from the said well assumes the risk of damage or injury resulting from the use of that well and no other party shall be liable therefor.

14. The rights and obligations of each party hereto shall be considered to run with each of the said parcels which have been designated to be parcels entitled to obtain water from the said well, and be for the use and benefit of, and shall be binding upon, all persons hereafter having any interest in each lot described in Parcel #1.

15. If any lot owner should fail or refuse to pay the monthly water bill, within 10 days after receipt of demand therefrom, then the First Party, or its successors in interest, shall have the right to terminate the defaulting party's rights hereunder by giving written notice to that effect to the

Pulaski County, Missouri

defaulting party and by causing a copy of such notice to be recorded in the Recorder's Office of Pulaski County, Missouri, and thereupon the defaulting party shall cease to have any rights hereunder unless and until the defaulting party has cured all defaults (including payment of interest at the statutory rate on all sums due from the defaulting party). First Party or its successor shall have the right to charge to said lot owner a disconnect fee from the well water and to charge a re-connect fee in the event said lot owner pays their debt.

16. The remedies provided in Paragraph #15 hereof are not exclusive and any party shall have the right to undertake legal action against another party because of the default of the other party, and in such legal action the Court shall be authorized to award to the winning party a reasonable sum for the costs and expenses (including counsel fees) incurred by the winning party.

17. The Party of the First Part retains the right to convey all interest in said well and the easements thereto to other parties in the future, and to amend in whole or in part this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year above written.

RIDGE CREEK DEVELOPMENT, L.L.C.

By Michael S. Stoner
Michael S. Stoner, Member

By Denise Stoner
Denise R. Stoner, Member

"FIRST PARTY"

Michael Kindred
Michael Kindred
Patricia A. Kindred
Patricia A. Kindred

"SECOND PARTIES"

STATE OF MISSOURI)
COUNTY OF PULASKI) SS

On this 28th day of April, 2010, before me appeared Michael S. Stoner and Denise R. Stoner, to me personally known, who, being by me duly sworn on oath, did state that they are the sole members of Ridge Creek Development, L.L.C., a limited liability company organized under the "Missouri Limited Liability Company Act", and that by a resolution adopted by all of the members of the said limited liability company they have been authorized to execute this document on behalf of the limited liability company, and that they executed the foregoing instrument on behalf of the said limited liability company, and that said instrument is the free act and deed of said company.

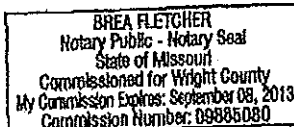
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St. Robert, Missouri, the day and year first above written.

My term expires _____

Brea Fletcher

Notary public

Page 3



Unofficial Document

Pulaski County, Missouri

STATE OF MISSOURI

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COUNTY OF PULASKI

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On this 30 day of April, 2010, before me personally appeared Michael Kindred and Patricia A. Kindred, 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 at my office in Waynesville, Missouri, the day and year first above written.

My term expires

Aug 3, 2012.

Amee L. Dumas
Notary public

AMEE L. DUMAS
Notary Public - Notary Seal
STATE OF MISSOURI
Pulaski County
My Commission Expires August 3, 2012
Commission # 08379449

EXHIBIT "A"

Parcel #1:

All of Lot 73 in RIDGE CREEK, Plat No. 2, a Subdivision of Pulaski County, Missouri, according to the recorded plat thereof filed in the Recorder's Office of Pulaski County, Missouri.

Parcel #2:

Well Tract No. 5 - All that part of Lot 76 in Ridge Creek Plat No. 2, per the plat thereof filed in the Recorder's Office of Pulaski County, Missouri, described as follows: Beginning at the Northeast corner of said Lot 76, thence South 00° 43' 18" West 75 feet along the East line of said Lot 76 to the point of beginning of said Well Tract No. 5; thence South 00° 43' 18" West 20 feet along the East line of said Lot 76; thence North 89° 16' 42" West 20 feet; thence North 00° 43' 18" East 20 feet; thence South 89° 16' 42" East 20 feet to the point of beginning of said well tract. Said Well Tract No. 5 also uses an easement along the East 12 feet of the North 75 feet of Lot 76 in Ridge Creek Plat No. 2 for water pipes to and from said well to lots in said subdivision.

Pulaski County, Missouri

I, RACHELLE BEASLEY, CIRCUIT CLERK AND EX-OFFICIO RECORDER
OF PULASKI COUNTY, DO HEREBY CERTIFY THAT THE
WITHIN INSTRUMENT OF WRITING WAS ON MAY 09, 2012
AT 02:45PM, DULY FILED FOR RECORD IN THIS OFFICE IN
DOC NO.: 2012-3216

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND
AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN WAYNESVILLE, MO
RACHELLE BEASLEY (CIRCUIT CLERK)

BY: Ashley Stockstill, DEPUTY



Legal Description is on Page 5

AGREEMENT FOR JOINT USE OF WELL NO. 7

THIS AGREEMENT, Made and Entered into this 20 day of APRIL, 2012,
by and between Ridge Creek Development, L.L.C., a Missouri Limited Liability Company,
hereinafter referred to as First Party (Grantor), and Bryan McCollum, a single man, hereinafter
referred to as Second Party (Grantee); WITNESSETH:

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WHEREAS, Second Party is or soon will be the owner of the real estate described as Parcel
#1 on Exhibit "A" (which is attached hereto and made a part hereof by reference); And

WHEREAS, First Party is the owner of the real estate described as Parcel #2 on Exhibit "A";
And

WHEREAS, there is located on Parcel #2 a well which is intended to provide water for use
on the real estate described as Parcel #1; And

WHEREAS, the First Party and Second Party desire to hereby establish the rights and
obligations of the future owners of any portion of Parcel #1 relating to the said well;

NOW THEREFORE, the Parties hereby agree as follows:

1. The said well (and related equipment) shall be owned by First Party or its successors and assigns.
2. Water from the said well shall be used only for normal residential purposes for one single-family residence located on each of the lots described said Parcel #1.
3. In the event of a shortage of water, each party shall conserve the water used by that party.
4. The First Party shall be entitled to charge each owner of any lot described in Parcel #1 for the water used by said owner. The current monthly charge for use of water from said well shall be the sum of \$28.00 to each lot. First Party retains the right to increase said charge per month.

Pulaski County, Missouri

5. All of the cost of maintenance and repair of the said well (and related equipment), including the cost of replacing the pump and other equipment, shall be the responsibility of the Party of the First Party.

6. Each owner of any lot described in Parcel #1 shall be separately responsible for the cost of installation, repair and maintenance of the pipes which connect that party's residence to the said well, and each party shall keep those pipes in good repair at all times. The cost of maintenance and repair of pipes which are used to distribute water to more than one of the parcels shall be paid equally by the persons who are then the fee owners of each parcel which is served by those pipes.

7. Each lot owner of any lot described in Parcel #1 hereby grants to the Party of the First Part an easement over the real estate owned by that party for purposes of maintenance, repair and replacement of the pipes which are used to distribute water from the well to the parcels.

8. Any party shall have the right to have the well water tested by a responsible local authority at any time.

9. No party shall locate or relocate any element of an individual sewage disposal system within 100 feet of the well.

10. No party shall install landscaping or improvements which will impair use of the easements granted hereby.

11. Any removal or replacement of pre-existing site improvements which are necessary for operation, maintenance, replacement, improvement, inspection or testing of the well (and related equipment) will be at the cost of the owner of such site improvements, except that costs to remove and replace a common boundary fence or wall shall be shared equally by the owners of the properties sharing this common boundary fence or wall.

12. In the event of abandonment of the water supply system, the cost of taking such reasonable action as may be required to avoid contamination of ground water or to avoid other hazards shall be paid by the Party of the First Part, or its successors and assigns.

13. Each party using water from the said well assumes the risk of damage or injury resulting from the use of that well and no other party shall be liable therefor.

14. The rights and obligations of each party hereto shall be considered to run with each of the said parcels which have been designated to be parcels entitled to obtain water from the said well, and be for the use and benefit of, and shall be binding upon, all persons hereafter having any interest in each lot described in Parcel #1.

15. If any lot owner should fail or refuse to pay the monthly water bill, within 10 days after receipt of demand therefrom, then the First Party, or its successors in interest, shall have the right to terminate the defaulting party's rights hereunder by giving written notice to that effect to the defaulting party and by causing a copy of such notice to be recorded in the Recorder's Office of

Pulaski County, Missouri

Pulaski County, Missouri, and thereupon the defaulting party shall cease to have any rights hereunder unless and until the defaulting party has cured all defaults (including payment of interest at the statutory rate on all sums due from the defaulting party). First Party or its successor shall have the right to charge to said lot owner a disconnect fee from the well water and to charge a re-connect fee in the event said lot owner pays their debt.

16. The remedies provided in Paragraph #15 hereof are not exclusive and any party shall have the right to undertake legal action against another party because of the default of the other party, and in such legal action the Court shall be authorized to award to the winning party a reasonable sum for the costs and expenses (including counsel fees) incurred by the winning party.

17. The Party of the First Part retains the right to convey all interest in said well and the easements thereto to other parties in the future, and to amend in whole or in part this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year above written.

RIDGE CREEK DEVELOPMENT, L.L.C.

By Michael S. Stoner
Michael S. Stoner, Member

Bryan McCollum
Bryan McCollum

By Denise R. Stoner
Denise R. Stoner, Member

"SECOND PARTY"

"FIRST PARTY"

STATE OF MISSOURI)
) SS
COUNTY OF PULASKI)

On this 20 day of APRIL, 2012, before me appeared Michael S. Stoner and Denise R. Stoner, to me personally known, who, being by me duly sworn on oath, did state that they are the sole members of Ridge Creek Development, L.L.C., a limited liability company organized under the "Missouri Limited Liability Company Act", and that by a resolution adopted by all of the members of the said limited liability company they have been authorized to execute this document on behalf of the limited liability company, and that they executed the foregoing instrument on behalf of the said limited liability company, and that said instrument is the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St. Robert MO, Missouri, the day and year first above written.

My term expires 4/28/15.

Kali R. Gilbert
Kali R. Gilbert Notary public



Pulaski County, Missouri

Exhibit A

LOT 41-A:

ALL THAT PART OF LOT 41 IN "RIDGE CREEK PLAT NO. 2", A SUBDIVISION FILED AT CABINET B, PAGE 196 IN THE OFFICE OF THE RECORDER OF DEEDS FOR PULASKI COUNTY, MISSOURI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIN FOUND MONUMENTING THE MOST WESTERLY CORNER OF SAID LOT 41 COMMON WITH THE CORNER OF LOT 42 IN SAID SUBDIVISION AT THE NORTHEASTERLY RIGHT OF WAY OF LYNWOOD ROAD, (50 FEET WIDE SUBDIVISION ROADWAY), THENCE DEPARTING THE ROAD RIGHTS OF WAY ALONG AND WITH THE LINE COMMON TO LOT 41 AND LOT 42 N 63° 29' 42" E 176.82 FEET, (SUBDIVISION PLAT CALL = N 63° 29' 20" E 176.82 FEET.), TO AN IRON PIN FOUND MONUMENTING THE CORNER COMMON TO LOTS 41, 42, 43 AND 38 IN SAID SUBDIVISION; THENCE ALONG THE LINE COMMON TO LOT 41 AND LOT 38, S 28° 11' 18" E 120.2 FEET., (SUBDIVISION PLAT BEARING = N 28° 11' 13" W), TO AN IRON PIN MONUMENTING THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT OF LAND; THENCE CONTINUE ALONG THE LINE COMMON TO LOT 41 AND LOT 38, S 28° 11' 18" E 126.93 FT, (SUBDIVISION PLAT BEARING = N 28° 11' 13" W), TO AN IRON PIN FOUND MONUMENTING THE CORNER COMMON TO LOT 41 AND LOT 38 ON THE NORTHWESTERLY RIGHT OF WAY LINE OF LANEY ROAD, (50 FT. WIDE SUBDIVISION ROADWAY); THENCE ALONG AND WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF LANEY ROAD, S 36° 18' 42" W 96.36 FT. (SUBDIVISION PLAT CALL = N 36° 18' 42" E 96.36 FT.), TO AN IRON PIN; THENCE ALONG A CURVE TO THE RIGHT AT THE INTERSECTION OF THE NORTHWEST RIGHT OF WAY LINE OF LANEY ROAD WITH THE NORTHEAST RIGHT OF WAY LINE OF LYNWOOD ROAD, THE DEFLECTION ANGLE FOR SAID CURVE = 97° 45' 27", THE RADIUS = 25.0 FEET. AND THE ARC LENGTH FOR SAID CURVE = 42.66 FEET. TO AN IRON PIN; THENCE CONTINUE ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF LYNWOOD ROAD, (50 FT. WIDE SUBDIVISION ROADWAY), N 45° 55' 51" W 136.52 FEET TO AN IRON PIN FOUND MONUMENTING AN ANGLE POINT AT THE NORTHEASTERLY RIGHT OF WAY OF LYNWOOD ROAD THENCE DEPARTING THE NORTHEASTERLY RIGHT OF WAY OF LYNWOOD ROAD, (50 FEET WIDE SUBDIVISION ROADWAY), N 53° 38' 09" E 164.83 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD AND TO ALL UTILITIES AS THE SAME MAY NOW BE LOCATED.

Unofficial Document

Pulaski County, Missouri

Recorded in Pulaski County, Missouri

Recording Date/Time: 10/22/2013 at 03:08:13 PM
Instr #: 201307143

Type: AGRE
Pages: 4
Fee: \$33.00 \$

Rachelle Beasley
Rachelle Beasley, Recorder of Deeds



Legal Description is on Page 4

AGREEMENT FOR JOINT USE OF WELL NO. 8

THIS AGREEMENT, Made and Entered into this 16th day of October, 2013, by and between Ridge Creek Development, L.L.C., a Missouri Limited Liability Company, hereinafter referred to as First Party (Grantor), and Andrew Thompson, a single man, hereinafter referred to as Second Party (Grantee); WITNESSETH:

WHEREAS, Second Party is or soon will be the owner of the real estate described as Parcel #1 on Exhibit "A" (which is attached hereto and made a part hereof by reference); And

WHEREAS, First Party is the owner of the real estate described as Parcel #2 on Exhibit "A"; And

WHEREAS, there is located on Parcel #2 a well which is intended to provide water for use on the real estate described as Parcel #1; And

WHEREAS, the First Party and Second Party desire to hereby establish the rights and obligations of the future owners of any portion of Parcel #1 relating to the said well;

NOW THEREFORE, the Parties hereby agree as follows:

1. The said well (and related equipment) shall be owned by First Party or its successors and assigns.
2. Water from the said well shall be used only for normal residential purposes for one single-family residence located on lot described in Parcel #1.
3. In the event of a shortage of water, each party shall conserve the water used by that party.
4. The First Party shall be entitled to charge the owner of Parcel #1 for the water used by said owner. The current monthly charge for use of water from said well shall be the sum of \$28.00 to lot described on Parcel #1. First Party retains the right to increase said charge per month.

Page 1

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Unofficial Document

Pulaski County, Missouri

5. All of the cost of maintenance and repair of the said well (and related equipment), including the cost of replacing the pump and other equipment, shall be the responsibility of the Party of the First Part.

6. Owner the lot described in Parcel #1 (the Party of the Second Part) shall be separately responsible for the cost of installation, repair and maintenance of the pipes which connect that party's residence to the said well, and that party shall keep those pipes in good repair at all times. The cost of maintenance and repair of pipes which are used to distribute water to Parcel #1 shall be paid by the persons who are then the fee owners of that parcel which is served by those pipes.

7. Owner of the lot described in Parcel #1 (the Party of the Second Part) hereby grants to the Party of the First Part an easement over the real estate owned by that party for purposes of maintenance, repair and replacement of the pipes which are used to distribute water from the well to the parcels.

8. Any party shall have the right to have the well water tested by a responsible local authority at any time.

9. No party shall locate or relocate any element of an individual sewage disposal system within 100 feet of the well.

10. No party shall install landscaping or improvements which will impair use of the easements granted hereby.

11. Any removal or replacement of pre-existing site improvements which are necessary for operation, maintenance, replacement, improvement, inspection or testing of the well (and related equipment) will be at the cost of the owner of such site improvements, except that costs to remove and replace a common boundary fence or wall shall be shared equally by the owners of the properties sharing this common boundary fence or wall.

12. In the event of abandonment of the water supply system, the cost of taking such reasonable action as may be required to avoid contamination of ground water or to avoid other hazards shall be paid by the Party of the First Part, or its successors and assigns.

13. Each party using water from the said well assumes the risk of damage or injury resulting from the use of that well and no other party shall be liable therefor.

14. The rights and obligations of each party hereto shall be considered to run with the said parcel which has been designated to be a parcel entitled to obtain water from the said well, and be for the use and benefit of, and shall be binding upon, all persons hereafter having any interest in the lot described in Parcel #1.

Pulaski County, Missouri

15. If any lot owner should fail or refuse to pay the monthly water bill, within 10 days after receipt of demand therefrom, then the First Party, or its successors in interest, shall have the right to terminate the defaulting party's rights hereunder by giving written notice to that effect to the defaulting party and by causing a copy of such notice to be recorded in the Recorder's Office of Pulaski County, Missouri, and thereupon the defaulting party shall cease to have any rights hereunder unless and until the defaulting party has cured all defaults (including payment of interest at the statutory rate on all sums due from the defaulting party). First Party or its successor shall have the right to charge to said lot owner a disconnect fee from the well water and to charge a re-connect fee in the event said lot owner pays their debt.

16. The remedies provided in Paragraph #15 hereof are not exclusive and any party shall have the right to undertake legal action against another party because of the default of the other party, and in such legal action the Court shall be authorized to award to the winning party a reasonable sum for the costs and expenses (including counsel fees) incurred by the winning party.

17. The Party of the First Part retains the right to convey all interest in said well and the easements thereto to other parties in the future, and to amend in whole or in part this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year above written.

RIDGE CREEK DEVELOPMENT, L.L.C.

By Michael S. Stoner
Michael S. Stoner, Member

By Denise R. Stoner
Denise R. Stoner, Member

Andrew Thompson
Andrew Thompson

"SECOND PARTY"

"FIRST PARTY"

STATE OF MISSOURI

) SS

COUNTY OF PULASKI

On this 10th day of October, 2013, before me appeared Michael S. Stoner and Denise R. Stoner, to me personally known, who, being by me duly sworn on oath, did state that they are the sole members of Ridge Creek Development, L.L.C., a limited liability company organized under the "Missouri Limited Liability Company Act", and that by a resolution adopted by all of the members of the said limited liability company they have been authorized to execute this document on behalf of the limited liability company, and that they executed the foregoing instrument on behalf of the said limited liability company, and that said instrument is the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St. Robert, Missouri, the day and year first above written.

Theresa G. Webb
Notary public

My term expires _____

Page 3

THERESA G. WEBB
Notary Public - Notary Seal
STATE OF MISSOURI
Pulaski County
My Commission Expires February 6, 2017
Commission # 13446060

Unofficial Document

Pulaski County, Missouri

STATE OF MISSOURI

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) SS

COUNTY OF PULASKI

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On this 11th day of October, 2013, before me personally appeared Andrew Thompson, 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. And the said Andrew Thompson further declared himself to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St. Robert, Missouri, the day and year first above written.

My term expires _____.

Theresa G Webb
Notary public

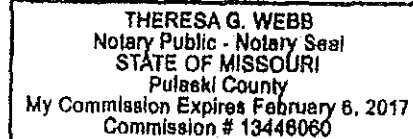


EXHIBIT "A"

Parcel #1:

All of Lot 61 in RIDGE CREEK, Plat No. 2, a Subdivision of Pulaski County, Missouri, according to the recorded plat thereof filed in the Recorder's Office of Pulaski County, Missouri.

Parcel #2:

Well Tract No. 8 is located on the South line of Lot 63 in RIDGE CREEK Plat No. 2, a Subdivision of Pulaski County, Missouri, per the plat thereof filed in the Recorder's Office of Pulaski County, Missouri, according to the recorded plat thereof filed in the Recorder's Office of Pulaski County, Missouri.

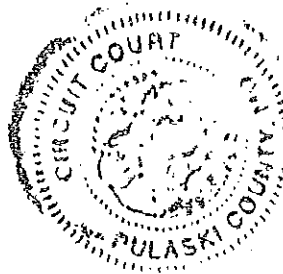
Well Tract No. 8 also uses an easement along the South 12 feet of the Southeasterly 75 feet of Lot 63 in Ridge Creek Plat No. 2 for water pipes to and from said well to lots in said subdivision.

Pulaski County, Missouri

I, RACHELLE BEASLEY, CIRCUIT CLERK AND EX-OFFICIO RECORDER
OF PULASKI COUNTY, DO HEREBY CERTIFY THAT THE
WITHIN INSTRUMENT OF WRITING WAS ON DECEMBER 18, 2006
AT 04:21PM, DULY FILED FOR RECORD IN THIS OFFICE IN
DOC NO.: 2006-9746

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND
AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN WAYNESVILLE, MO
RACHELLE BEASLEY (CIRCUIT CLERK)

BY: Bruce Thomas DEPUTY



36-
6187
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AGREEMENT FOR JOINT USE OF WELL NO. 9

THIS AGREEMENT, Made and Entered into this 17th day of December, 2006
by and between Ridge Creek Development, L.L.C., a Missouri Limited Liability Company
hereinafter referred to as First Party (Grantor) and Bobby D. Walters and Angela M. Walters,
Husband and Wife and Matthew F. Louvet and Megan B. Louvet, Husband and Wife, Parties of
the Second Part (Grantees)

WHEREAS, First Party is owner of the real estate described as Parcel #1 on Exhibit "A"
(which is attached hereto and made a part hereof by reference): And

WHEREAS, Second Parties are the owners of the real estate described as Parcel #2 on
Exhibit "A" And

WHEREAS, there is located on Parcel #1 a well which is intended to provide water for
use of future owners of any portion of Parcel #1; And

WHEREAS, the First part desires to hereby establish the rights and obligations of the
future owners of any portion of Parcel #1 relating to the said well;

NOW THEREFORE, the First Party hereby agrees as follows:

1. The said well (and related equipment) shall be owned by First Party or its successors
and assigns.
2. Water from the said well shall be used only for normal residential purposes for one
single-family residence located on each of the lots described said Parcel #1.
3. In event of a shortage of water, each party shall conserve the water used by that party.
4. The First Party shall be entitled to charge each owner of any lot described in Parcel
#1 for the water used by said owner. The current monthly charge for use of water from
said well shall be the sum of \$28.00 to each lot. First Party retains the right to increase
said charge per month.

Page One

Unofficial Document

Pulaski County, Missouri

5. All of the cost of maintenance and repair of the said well (and related equipment), including the cost of replacing the pump or other equipment, shall be the responsibility of the Party of the First Part.
6. Each owner of any lot described in Parcel #1 shall be separately responsible for the cost of installation, repair and maintenance of the pipes which connect that party's residence to the said well, and each party shall keep those pipes in good repair at all times. The cost of maintenance and repair of pipes which are used to distribute water to more than one of the parcels shall be paid equally by the persons who are then the fee owners of each parcel which is served by those pipes.
7. Each lot owner of any lot described in Parcel #1 hereby grants to the Party of the First Part an easement over the real estate owned by the party for purposes of maintenance, repair and replacement of the pipes which are used to distribute water from the well to the parcels.
8. Any party shall have the right to have the well water tested by a responsible local authority at any time.
9. No party shall locate or relocate any element of an individual sewage disposal system within 100 feet of the well.
10. No party shall install landscaping or improvements which will impair use of the easement granted hereby.
11. Any removal or replacement of preexisting site improvements which are necessary for operation, maintenance, replacement, improvement, inspection or testing of the well (and related equipment) will be at the cost of the owner of such site improvements, except that cost to remove and replace a common boundary fence or wall shall be shared equally by the owners of the properties sharing this common boundary fence or wall.
12. In the event of abandonment of the water supply system, the cost of taking such reasonable action as may be required to avoid contamination of ground water or to avoid other hazards shall be paid by the Party of the First Part, or its successors and assigns.

Pulaski County, Missouri

13. Each party using water from the said well assumes the risk of damage or injury resulting from the use of that well and no other party shall be liable therefore.
14. The rights and obligations of each party hereto shall be considered to run with each of the said parcels which have been designated to be entitled to obtain water from the said well, and shall be for the use and benefit of, and shall be binding upon, all persons hereafter having any interest in each lot described in Parcel #1.
15. If any lot owner should fail or refuse to pay the monthly water bill, within 10 days after receipt of demand there from, then the First Party, or its successors in interest, shall have the right to terminate the defaulting party's rights hereunder by giving written notice to that effect to the defaulting party and by causing a copy of such notice to be recorded in the Recorder's Office of Pulaski County, Missouri, and thereupon the defaulting party shall cease to have any rights hereunder unless and until the defaulting party has cured all defaults (including payment of interest at the statutory rate on all sums due from the defaulting party). First Party or its successor shall have the right to charge to said lot owner a disconnect fee from the well water and to charge a reconnect fee in the event said lot owner pays their debt.
16. The remedies provided in Paragraphs #16 hereof are not exclusive and any party shall have the right to undertake legal action against another party because of the default of the other party, and in such legal action the Court shall be authorized to award to the winning party a reasonable sum for the costs and expenses (including counsel fees) incurred by the winning party.
17. The Party of the First Part retains the right to convey all interest in said well and the easements thereto to other parties in the future, and to amend in whole or in part this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year above written.

Page Three

Ridge Creek Development, L.L.C.

Unofficial Document

Pulaski County, Missouri

By Denise Stoner
Denise Stoner, Member

By Michael Stoner
Michael Stoner, Member

FIRST PARTY

By Bobby D. Walters
Bobby D. Walters
By Matthew F. Louvet
Matthew F. Louvet

By Angela M. Walters
Angela M. Walters
By Megan B. Louvet
Megan B. Louvet

SECOND PARTY

STATE OF MISSOURI
COUNTY OF PULASKI

On this 7th day of December, 2006, before me appeared Michael Stoner and Denise Stoner, to me personally known, who, being by me duly sworn, did say that they are the sole members of Ridge Creek Development, L.L.C., a Missouri Limited Liability Company, and that they executed the foregoing instrument on behalf of said Company by authority of its members, and they acknowledge said instrument to be the free act and deed of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St. Robert, Missouri, the day and year first above written.

Kevin W. Sargent
Notary public

My term expires _____

Page Four



KEVIN W. SARGENT
My Commission Expires
August 30, 2009
Pulaski County
Commission #05763235

Unofficial Document

Pulaski County, Missouri

Exhibit "A"

Parcel #1:

All of Lot Nine (9) in RIDGE CREEK PLAT NO. 2, a Subdivision of Pulaski County, Missouri, per the plat thereof filed in the Recorder's Office of Pulaski County, Missouri.

Parcel #2:

All of Lot Fifty-One (51) in RIDGE CREEK PLAT NO. 2, a Subdivision of Pulaski County, Missouri, per the plat thereof filed in the Recorder's Office of Pulaski County, Missouri.

All of Lot Fifty-Two (52) in RIDGE CREEK PLAT NO. 2, a Subdivision of Pulaski County, Missouri, per the plat thereof filed in the Recorder's Office of Pulaski County, Missouri.

Unofficial Document

Pulaski County, Missouri

I, RACHELLE BEASLEY, CIRCUIT CLERK AND EX-OFFICIO RECORDER
OF PULASKI COUNTY, DO HEREBY CERTIFY THAT THE
WITHIN INSTRUMENT OF WRITING WAS ON DECEMBER 18, 2006
AT 04:13PM, DULY FILED FOR RECORD IN THIS OFFICE IN
DOC NO.: 2006-9745

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND
AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN WAYNESVILLE, MO
RACHELLE BEASLEY, (CIRCUIT CLERK)

BY: Ruthy Hamer DEPUTY



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6751
6-15

AGREEMENT FOR JOINT USE OF WELL NO. 9

THIS AGREEMENT, Made and Entered into this 7th day of December, 2006
by and between Ridge Creek Development, L.L.C., a Missouri Limited Liability Company
hereinafter referred to as First Party (Grantor)

WHEREAS, First Party is owner of the real estate described as Parcel #1 on Exhibit "A"
(which is attached hereto and made a part hereof by reference); And

WHEREAS, First Party is the owner of the real estate described as Parcel #2 on Exhibit
"A" And

WHEREAS, there is located on Parcel #2 a well which is intended to provide water for
use of future owners of any portion of Parcel #1; And

WHEREAS, the First part desires to hereby establish the rights and obligations of the
future owners of any portion of Parcel #1 relating to the said well;

NOW THEREFORE, the First Party hereby agrees as follows:

1. The said well (and related equipment) shall be owned by First Party or its successors
and assigns.
2. Water from the said well shall be used only for normal residential purposes for one
single-family residence located on each of the lots described said Parcel #1.
3. In event of a shortage of water, each party shall conserve the water used by that party.
4. The First Party shall be entitled to charge each owner of any lot described in Parcel
#1 for the water used by said owner. The current monthly charge for use of water from
said well shall be the sum of \$28.00 to each lot. First Party retains the right to increase
said charge per month.

Pulaski County, Missouri

5. All of the cost of maintenance and repair of the said well (and related equipment), including the cost of replacing the pump or other equipment, shall be the responsibility of the Party of the First Part.
6. Each owner of any lot described in Parcel #1 shall be separately responsible for the cost of installation, repair and maintenance of the pipes which connect that party's residence to the said well, and each party shall keep those pipes in good repair at all times. The cost of maintenance and repair of pipes which are used to distribute water to more than one of the parcels shall be paid equally by the persons who are then the fee owners of each parcel which is served by those pipes.
7. Each lot owner of any lot described in Parcel #1 hereby grants to the Party of the First Part an easement over the real estate owned by the party for purposes of maintenance, repair and replacement of the pipes which are used to distribute water from the well to the parcels.
8. Any party shall have the right to have the well water tested by a responsible local authority at any time.
9. No party shall locate or relocate any element of an individual sewage disposal system within 100 feet of the well.
10. No party shall install landscaping or improvements which will impair use of the easement granted hereby.
11. Any removal or replacement of preexisting site improvements which are necessary for operation, maintenance, replacement, improvement, inspection or testing of the well (and related equipment) will be at the cost of the owner of such site improvements, except that cost to remove and replace a common boundary fence or wall shall be shared equally by the owners of the properties sharing this common boundary fence or wall.
12. In the event of abandonment of the water supply system, the cost of taking such reasonable action as may be required to avoid contamination of ground water or to avoid other hazards shall be paid by the Party of the First Part, or its successors and assigns.

Pulaski County, Missouri

13. Each party using water from the said well assumes the risk of damage or injury resulting from the use of that well and no other party shall be liable therefore.
14. The rights and obligations of each party hereto shall be considered to run with each of the said parcels which have been designated to be entitled to obtain water from the said well, and shall be for the use and benefit of, and shall be binding upon, all persons hereafter having any interest in each lot described in Parcel #1.
15. If any lot owner should fail or refuse to pay the monthly water bill, within 10 days after receipt of demand there from, then the First Party, or its successors in interest, shall have the right to terminate the defaulting party's rights hereunder by giving written notice to that effect to the defaulting party and by causing a copy of such notice to be recorded in the Recorder's Office of Pulaski County, Missouri, and thereupon the defaulting party shall cease to have any rights hereunder unless and until the defaulting party has cured all defaults (including payment of interest at the statutory rate on all sums due from the defaulting party). First Party or its successor shall have the right to charge to said lot owner a disconnect fee from the well water and to charge a reconnect fee in the event said lot owner pays their debt.
16. The remedies provided in Paragraphs #16 hereof are not exclusive and any party shall have the right to undertake legal action against another party because of the default of the other party, and in such legal action the Court shall be authorized to award to the winning party a reasonable sum for the costs and expenses (including counsel fees) incurred by the winning party.
17. The Party of the First Part retains the right to convey all interest in said well and the easements thereto to other parties in the future, and to amend in whole or in part this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year above written.

Pulaski County, Missouri

Ridge Creek Development, L.L.C.

By Denise Stoner
Denise Stoner, Member

By Michael Stoner
Michael Stoner, Member

FIRST PARTY

STATE OF MISSOURI
COUNTY OF PULASKI

On this 7th day of December, 2006, before me appeared Michael Stoner and Denise Stoner, to me personally known, who, being by me duly sworn, did say that they are the sole members of Ridge Creek Development, L.L.C., a Missouri Limited Liability Company, and that they executed the foregoing instrument on behalf of said Company by authority of its members, and they acknowledge said instrument to be the free act and deed of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St. Robert, Missouri, the day and year first above written.

Kevin W. Sargent
Notary public

My term expires _____.



KEVIN W. SARGENT
My Commission Expires
August 30, 2009
Pulaski County
Commission #05763285

Page Four

Unofficial Document

Pulaski County, Missouri

Exhibit "A"

Parcel #1:

All of Lots Fifty-Three (53), Fifty-Four (54), Fifty-Five (55), Fifty-Six (56) and Fifty-Seven (57) in RIDGE CREEK PLAT NO. 2, a Subdivision of Pulaski County, Missouri, per the plat thereof filed in the Recorder's Office of Pulaski County, Missouri.

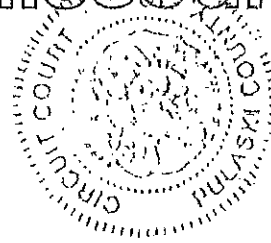
Parcel #2:

All of Lot Nine (9) in RIDGE CREEK PLAT NO. 2, a Subdivision of Pulaski County, Missouri, per the plat thereof filed in the Recorder's Office of Pulaski County, Missouri.

Unofficial Document

Pulaski County, Missouri

I, RACHELLE BEASLEY, CIRCUIT CLERK AND EX OFFICIO RECORDER OF PULASKI COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS ON JANUARY 07, 2011 AT 09:38AM, DULY FILED FOR RECORD IN THIS OFFICE IN DOC NO.: 2011-172



IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN WAYNESVILLE, MO
RACHELLE BEASLEY (CIRCUIT CLERK)

BY: Dora Brown DL, DEPUTY

Legal Description is on Page 8

AGREEMENT FOR JOINT USE OF WELL NO. 11

THIS AGREEMENT, Made and Entered into this 20th day of December, 2010, by and between Ridge Creek Development, L.L.C., a Missouri Limited Liability Company, hereinafter referred to as First Party (Grantor), and Berndt F. Spittka, a single man, and Marcus R. Ricks and Tasha N. Ricks, husband and wife, and Stacy L. Ball and Christiana Ball, husband and wife, and Sara R. L. Garrett and Keith I. Garrett, her husband, and Rudy A. Vaca, a single man, and Neal Green and Ashley Green, husband and wife, and Kiley S. Davis and Peggy L. Davis, husband and wife, and Mark Porrett and Wadeana Porrett, husband and wife, hereinafter referred to as Second Parties (Grantees); WITNESSETH:

WHEREAS, Second Parties are or soon will be the owners of the real estate described as Parcel #1 on Exhibit "A" (which is attached hereto and made a part hereof by reference); And

WHEREAS, First Party is the owner of the real estate described as Parcel #2 on Exhibit "A"; And

WHEREAS, there is located on Parcel #2 a well which is intended to provide water for use on the real estate described as Parcel #1; And

WHEREAS, the First Party and Second Parties desire to hereby establish the rights and obligations of the future owners of any portion of Parcel #1 relating to the said well;

NOW THEREFORE, the Parties hereby agree as follows:

1. The said well (and related equipment) shall be owned by First Party or its successors and assigns.
2. Water from the said well shall be used only for normal residential purposes for one single-family residence located on each of the lots described said Parcel #1.

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Pulaski County, Missouri

3. In the event of a shortage of water, each party shall conserve the water used by that party.
4. The First Party shall be entitled to charge each owner of any lot described in Parcel #1 for the water used by said owner. The current monthly charge for use of water from said well shall be the sum of \$28.00 to each lot. First Party retains the right to increase said charge per month.
5. All of the cost of maintenance and repair of the said well (and related equipment), including the cost of replacing the pump and other equipment, shall be the responsibility of the Party of the First Party.
6. Each owner of any lot described in Parcel #1 shall be separately responsible for the cost of installation, repair and maintenance of the pipes which connect that party's residence to the said well, and each party shall keep those pipes in good repair at all times. The cost of maintenance and repair of pipes which are used to distribute water to more than one of the parcels shall be paid equally by the persons who are then the fee owners of each parcel which is served by those pipes.
7. Each lot owner of any lot described in Parcel #1 hereby grants to the Party of the First Part an easement over the real estate owned by that party for purposes of maintenance, repair and replacement of the pipes which are used to distribute water from the well to the parcels.
8. Any party shall have the right to have the well water tested by a responsible local authority at any time.
9. No party shall locate or relocate any element of an individual sewage disposal system within 100 feet of the well.
10. No party shall install landscaping or improvements which will impair use of the easements granted hereby.
11. Any removal or replacement of pre-existing site improvements which are necessary for operation, maintenance, replacement, improvement, inspection or testing of the well (and related equipment) will be at the cost of the owner of such site improvements, except that costs to remove and replace a common boundary fence or wall shall be shared equally by the owners of the properties sharing this common boundary fence or wall.
12. In the event of abandonment of the water supply system, the cost of taking such reasonable action as may be required to avoid contamination of ground water or to avoid other hazards shall be paid by the Party of the First Part, or its successors and assigns.
13. Each party using water from the said well assumes the risk of damage or injury resulting from the use of that well and no other party shall be liable therefor.
14. The rights and obligations of each party hereto shall be considered to run with each of the said parcels which have been designated to be parcels entitled to obtain water from the said well, and be for the use and benefit of, and shall be binding upon, all persons hereafter having any interest in each lot described in Parcel #1.

Pulaski County, Missouri

15. If any lot owner should fail or refuse to pay the monthly water bill, within 10 days after receipt of demand therefrom, then the First Party, or its successors in interest, shall have the right to terminate the defaulting party's rights hereunder by giving written notice to that effect to the defaulting party and by causing a copy of such notice to be recorded in the Recorder's Office of Pulaski County, Missouri, and thereupon the defaulting party shall cease to have any rights hereunder unless and until the defaulting party has cured all defaults (including payment of interest at the statutory rate on all sums due from the defaulting party). First Party or its successor shall have the right to charge to said lot owner a disconnect fee from the well water and to charge a re-connect fee in the event said lot owner pays their debt.

16. The remedies provided in Paragraph #15 hereof are not exclusive and any party shall have the right to undertake legal action against another party because of the default of the other party, and in such legal action the Court shall be authorized to award to the winning party a reasonable sum for the costs and expenses (including counsel fees) incurred by the winning party.

17. The Party of the First Part retains the right to convey all interest in said well and the easements thereto to other parties in the future, and to amend in whole or in part this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year above written.

RIDGE CREEK DEVELOPMENT, L.L.C.

By Michael S. Stoner
Michael S. Stoner, Member

By Denise Stoner
Denise R. Stoner, Member

"FIRST PARTY"

Berndt F. Spittka
Berndt F. Spittka
BY M. Ricks
Tasha N. Ricks AS Her Attorney In Fact

Marcus R. Ricks
Marcus R. Ricks
Stacy L. Ball

Christiana Ball
Christiana Ball

Sarah R. L. Garrett
Sarah R. L. Garrett

Keith I. Garrett
Keith I. Garrett

Rucy A. Vaca
Rucy A. Vaca

Neal Green
Neal Green

Ashley Green
Ashley Green

Pulaski County, Missouri

15. If any lot owner should fail or refuse to pay the monthly water bill, within 10 days after receipt of demand therefrom, then the First Party, or its successors in interest, shall have the right to terminate the defaulting party's rights hereunder by giving written notice to that effect to the defaulting party and by causing a copy of such notice to be recorded in the Recorder's Office of Pulaski County, Missouri, and thereupon the defaulting party shall cease to have any rights hereunder unless and until the defaulting party has cured all defaults (including payment of interest at the statutory rate on all sums due from the defaulting party). First Party or its successor shall have the right to charge to said lot owner a disconnect fee from the well water and to charge a re-connect fee in the event said lot owner pays their debt.

16. The remedies provided in Paragraph #15 hereof are not exclusive and any party shall have the right to undertake legal action against another party because of the default of the other party, and in such legal action the Court shall be authorized to award to the winning party a reasonable sum for the costs and expenses (including counsel fees) incurred by the winning party.

17. The Party of the First Part retains the right to convey all interest in said well and the easements thereto to other parties in the future, and to amend in whole or in part this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year above written.

RIDGE CREEK DEVELOPMENT, L.L.C.

By _____
Michael S. Stoner, Member

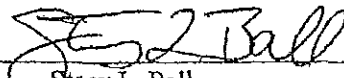
By _____
Denise R. Stoner, Member

"FIRST PARTY"

Berndt F. Spittka

Marcus R. Ricks

Tasha N. Ricks


Stacy L. Ball

Ball

Sarah R. L. Garrett

Keith I. Garrett

Rucy A. Vaca

Neal Green

Ashley Green

Pulaski County, Missouri

15. If any lot owner should fail or refuse to pay the monthly water bill, within 10 days after receipt of demand therefrom, then the First Party, or its successors in interest, shall have the right to terminate the defaulting party's rights hereunder by giving written notice to that effect to the defaulting party and by causing a copy of such notice to be recorded in the Recorder's Office of Pulaski County, Missouri, and thereupon the defaulting party shall cease to have any rights hereunder unless and until the defaulting party has cured all defaults (including payment of interest at the statutory rate on all sums due from the defaulting party). First Party or its successor shall have the right to charge to said lot owner a disconnect fee from the well water and to charge a re-connect fee in the event said lot owner pays their debt.

16. The remedies provided in Paragraph #15 hereof are not exclusive and any party shall have the right to undertake legal action against another party because of the default of the other party, and in such legal action the Court shall be authorized to award to the winning party a reasonable sum for the costs and expenses (including counsel fees) incurred by the winning party.

17. The Party of the First Part retains the right to convey all interest in said well and the easements thereto to other parties in the future, and to amend in whole or in part this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year above written.

RIDGE CREEK DEVELOPMENT, L.L.C.

By _____
Michael S. Stoner, Member

By _____
Denise R. Stoner, Member

"FIRST PARTY"

Berndt F. Spittka

Marcus R. Ricks

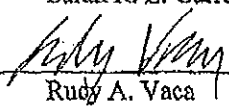
Tasha N. Ricks

Stacy L. Ball

Ball

Sarah R. L. Garrett

Keith I. Garrett


Rudy A. Vaca

Neal Green

Ashley Green

Pulaski County, Missouri

15. If any lot owner should fail or refuse to pay the monthly water bill, within 10 days after receipt of demand therefrom, then the First Party, or its successors in interest, shall have the right to terminate the defaulting party's rights hereunder by giving written notice to that effect to the defaulting party and by causing a copy of such notice to be recorded in the Recorder's Office of Pulaski County, Missouri, and thereupon the defaulting party shall cease to have any rights hereunder unless and until the defaulting party has cured all defaults (including payment of interest at the statutory rate on all sums due from the defaulting party). First Party or its successor shall have the right to charge to said lot owner a disconnect fee from the well water and to charge a re-connect fee in the event said lot owner pays their debt.

16. The remedies provided in Paragraph #15 hereof are not exclusive and any party shall have the right to undertake legal action against another party because of the default of the other party, and in such legal action the Court shall be authorized to award to the winning party a reasonable sum for the costs and expenses (including counsel fees) incurred by the winning party.

17. The Party of the First Part retains the right to convey all interest in said well and the easements thereto to other parties in the future, and to amend in whole or in part this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year above written.

RIDGE CREEK DEVELOPMENT, L.L.C.

By _____
Michael S. Stoner, Member

By _____
Denise R. Stoner, Member

"FIRST PARTY"

Berndt F. Spittka


Marcus R. Ricks

Tasha N. Ricks

Stacy L. Ball

Ball


Sarah R. L. Garrett


Keith I. Garrett

Rucy A. Vaca

Neal Green

Ashley Green

Pulaski County, Missouri

15. If any lot owner should fail or refuse to pay the monthly water bill, within 10 days after receipt of demand therefrom, then the First Party, or its successors in interest, shall have the right to terminate the defaulting party's rights hereunder by giving written notice to that effect to the defaulting party and by causing a copy of such notice to be recorded in the Recorder's Office of Pulaski County, Missouri, and thereupon the defaulting party shall cease to have any rights hereunder unless and until the defaulting party has cured all defaults (including payment of interest at the statutory rate on all sums due from the defaulting party). First Party or its successor shall have the right to charge to said lot owner a disconnect fee from the well water and to charge a re-connect fee in the event said lot owner pays their debt.

16. The remedies provided in Paragraph #15 hereof are not exclusive and any party shall have the right to undertake legal action against another party because of the default of the other party, and in such legal action the Court shall be authorized to award to the winning party a reasonable sum for the costs and expenses (including counsel fees) incurred by the winning party.

17. The Party of the First Part retains the right to convey all interest in said well and the easements thereto to other parties in the future, and to amend in whole or in part this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year above written.

RIDGE CREEK DEVELOPMENT, L.L.C.

By _____
Michael S. Stoner, Member

By _____
Denise R. Stoner, Member

"FIRST PARTY"

Berndt F. Spittka

Marcus R. Ricks

Tasha M. Ricks

Stacy L. Ball



Ball

Sarafi R. L. Garrett

Keith I. Garrett

Rucy A. Vaca

Neal Green

Ashley Green

Page 3

Unofficial Document

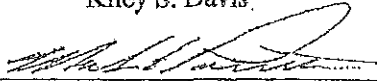
Pulaski County, Missouri



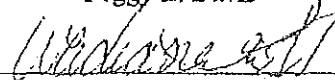
Kiley S. Davis



Peggy L. Davis



Mark Porrett



Wadeana Porrett

"SECOND PARTIES"

STATE OF MISSOURI)

) SS

COUNTY OF PULASKI)

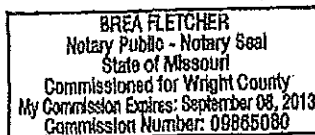
On this 26th day of December, 2010, before me appeared Michael S. Stoner and Denise R. Stoner, to me personally known, who, being by me duly sworn on oath, did state that they are the sole members of Ridge Creek Development, L.L.C., a limited liability company organized under the "Missouri Limited Liability Company Act", and that by a resolution adopted by all of the members of the said limited liability company they have been authorized to execute this document on behalf of the limited liability company, and that they executed the foregoing instrument on behalf of the said limited liability company, and that said instrument is the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St. Robert, Missouri, the day and year first above written.

My term expires _____



Notary public



STATE OF Missouri)

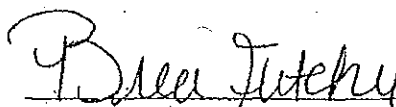
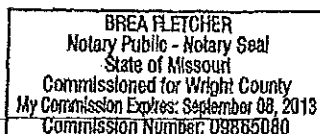
) SS

COUNTY OF Pulaski)

On this 10th day of January, 2011, before me personally appeared Berndt F. Spittka, 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. And the said Berndt F. Spittka further declared himself to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St. Robert, Missouri, the day and year first above written.

My term expires _____



Notary public

Pulaski County, Missouri

STATE OF Missouri)
COUNTY OF Pulaski) SS

On this 3rd day of January, 2011, before me personally appeared Stacy L. Ball and Christiana Ball, 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 at my office in St. Robert, Missouri, the day and year first above written.

My term expires _____

Brea Fletcher

Notary public

BREA FLETCHER
Notary Public - Notary Seal
State of Missouri
Commissioned for Wright County
My Commission Expires: September 08, 2013
Commission Number: 09885080

Pulaski County, Missouri

STATE OF Missouri)
COUNTY OF Pulaski) SS

On this 5th day of January, 2011, before me personally appeared Sara R. L. Garrett and Keith I. Garrett, her husband, 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 at my office in St. Robert, Missouri, the day and year first above written.

My term expires _____

Brea Fletcher

Notary public

BREA FLETCHER
Notary Public - Notary Seal
State of Missouri
Commissioned for Wright County
My Commission Expires: September 08, 2013
Commission Number: 09865080

STATE OF Washington)
COUNTY OF Pierce) SS

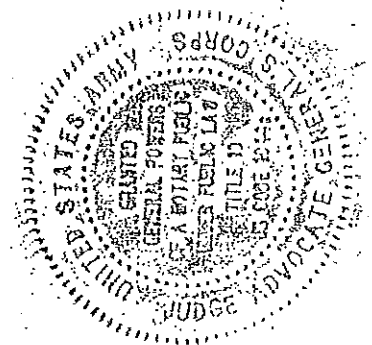
On this 22 day of December, 2010, before me personally appeared Rudy A. Vaca, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed. And the said Rudy A. Vaca further declared himself to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Joint Base Lewis-McChord, WA, the day and year first above written.

My term expires 30 Dec 2011

[Signature]

Notary public



Pulaski County, Missouri

STATE OF Missouri)
) SS
COUNTY OF Pulaski)

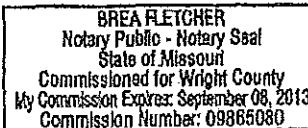
On this 21st day of December, 2010, before me personally appeared Neal Green and Ashley Green, her husband, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St. Robert, Missouri, the day and year first above written.

My term expires _____.

Brea Fletcher

Notary public



STATE OF Missouri)
) SS
COUNTY OF Pulaski)

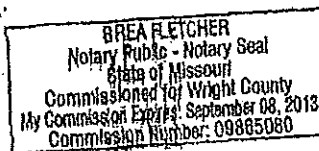
On this 14th day of January, 2011, before me personally appeared Kiley S. Davis and Peggy L. Davis, her husband, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St. Robert, Missouri, the day and year first above written.

My term expires _____.

Brea Fletcher

Notary public



Pulaski County, Missouri

STATE OF MISSOURI

)

) SS

COUNTY OF PULASKI

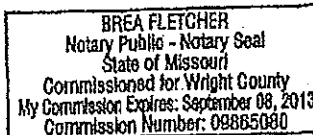
)

On this 29th day of December, 2010, before me personally appeared Marcus R. Ricks, attorney in fact for Natasha Ricks, who is personally known to me and who, being by me first duly sworn on oath, stated that he executed the foregoing instrument on behalf of, and as attorney in fact for, the said Natasha Ricks, and who did say that the said Natasha Ricks is now living and sane and is single, and has not revoked the power of attorney, and the said Marcus R. Ricks acknowledged said instrument to be the free act and deed of the said Marcus R. Ricks.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St. Robert, Missouri, the day and year first above written.

My term expires _____

Brea Fletcher
Notary public



Unofficial Document

Pulaski County, Missouri

STATE OF Missouri)
COUNTY OF Pulaski) SS

On this 21st day of December, 2010, before me personally appeared Mark Porrett and Wadeana Porrett, her husband, 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 at my office in St. Robert, Missouri, the day and year first above written.

My term expires _____.

Brea Fletcher
Notary public

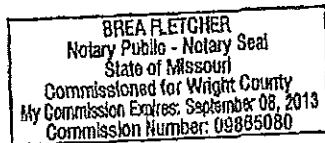


EXHIBIT "A"

Parcel #1:

All of Lots 25, 26, 27, 30 and 31 in RIDGE CREEK DEVELOPMENT PHASE 3, a Subdivision of Pulaski County, Missouri, per the plat thereof filed in the Recorder's Office of Pulaski County, Missouri.

ALSO All of Lots 28, 29 and 32 in AMENDED PLAT OF LOTS 28, 29 and 32 in RIDGE CREEK DEVELOPMENT PHASE 3, a Subdivision of Pulaski County, Missouri, per the plat thereof filed in the Recorder's Office of Pulaski County, Missouri.

Parcel #2:

Well Tract No. 11 serves All of Lots 25, 26, 27, 30 and 31 in RIDGE CREEK DEVELOPMENT PHASE 3, a Subdivision of Pulaski County, Missouri, per the plat thereof filed in the Recorder's Office of Pulaski County, Missouri.

ALSO All of Lots 28, 29 and 32 in AMENDED PLAT OF LOTS 28, 29 and 32 in RIDGE CREEK DEVELOPMENT PHASE 3, a Subdivision of Pulaski County, Missouri, per the plat thereof filed in the Recorder's Office of Pulaski County, Missouri.

Well No. 11 is located between Lots 25 and 33 in RIDGE CREEK DEVELOPMENT PHASE THREE, a Subdivision in Pulaski County, Missouri, per the plat thereof filed in the Recorder's Office of Pulaski County, Missouri.

Pulaski County, Missouri

I, RACHELLE BEASLEY, CIRCUIT CLERK AND EX-OFFICIO RECORDER
OF PULASKI COUNTY, DO HEREBY CERTIFY THAT THE
WITHIN INSTRUMENT OF WRITING WAS ON APRIL 23, 2009
AT 03:12PM, DULY FILED FOR RECORD IN THIS OFFICE IN
DOC NO.: 2009-2436



IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND
AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN WAYNESVILLE, MO
RACHELLE BEASLEY (CIRCUIT CLERK)

BY: Danah Powell DEPUTY

Legal Description is on Page 6

AGREEMENT FOR JOINT USE OF WELL NO. 13

THIS AGREEMENT, Made and Entered into this 22nd day of April, 2009,
by and between Ridge Creek Development, L.L.C., a Missouri Limited Liability Company,
hereinafter referred to as First Party (Grantor), and Daniel B. Sayre and Kristi L. Sayre, husband and
wife, and Todd C. Dean and Lori C. Dean, husband and wife, and Sandra Lemmer, a single woman,
hereinafter referred to as Second Parties (Grantees); WITNESSETH:

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34
1918
BR

WHEREAS, Second Parties are or soon will be the owners of the real estate described as
Parcel #1 on Exhibit "A" (which is attached hereto and made a part hereof by reference); And

WHEREAS, First Party is the owner of the real estate described as Parcel #2 on Exhibit "A";
And

WHEREAS, there is located on Parcel #2 a well which is intended to provide water for use
on the real estate described as Parcel #1; And

WHEREAS, the First Party and Second Parties desire to hereby establish the rights and
obligations of the future owners of any portion of Parcel #1 relating to the said well;

NOW THEREFORE, the Parties hereby agree as follows:

1. The said well (and related equipment) shall be owned by First Party or its successors and
assigns.
2. Water from the said well shall be used only for normal residential purposes for one single-
family residence located on each of the lots described said Parcel #1.
3. In the event of a shortage of water, each party shall conserve the water used by that party.

Pulaski County, Missouri

4. The First Party shall be entitled to charge each owner of any lot described in Parcel #1 for the water used by said owner. The current monthly charge for use of water from said well shall be the sum of \$28.00 to each lot. First Party retains the right to increase said charge per month.

5. All of the cost of maintenance and repair of the said well (and related equipment), including the cost of replacing the pump and other equipment, shall be the responsibility of the Party of the First Party.

6. Each owner of any lot described in Parcel #1 shall be separately responsible for the cost of installation, repair and maintenance of the pipes which connect that party's residence to the said well, and each party shall keep those pipes in good repair at all times. The cost of maintenance and repair of pipes which are used to distribute water to more than one of the parcels shall be paid equally by the persons who are then the fee owners of each parcel which is served by those pipes.

7. Each lot owner of any lot described in Parcel #1 hereby grants to the Party of the First Part an easement over the real estate owned by that party for purposes of maintenance, repair and replacement of the pipes which are used to distribute water from the well to the parcels.

8. Any party shall have the right to have the well water tested by a responsible local authority at any time.

9. No party shall locate or relocate any element of an individual sewage disposal system within 100 feet of the well.

10. No party shall install landscaping or improvements which will impair use of the easements granted hereby.

11. Any removal or replacement of pre-existing site improvements which are necessary for operation, maintenance, replacement, improvement, inspection or testing of the well (and related equipment) will be at the cost of the owner of such site improvements, except that costs to remove and replace a common boundary fence or wall shall be shared equally by the owners of the properties sharing this common boundary fence or wall.

12. In the event of abandonment of the water supply system, the cost of taking such reasonable action as may be required to avoid contamination of ground water or to avoid other hazards shall be paid by the Party of the First Part, or its successors and assigns.

13. Each party using water from the said well assumes the risk of damage or injury resulting from the use of that well and no other party shall be liable therefor.

14. The rights and obligations of each party hereto shall be considered to run with each of the said parcels which have been designated to be parcels entitled to obtain water from the said well, and be for the use and benefit of, and shall be binding upon, all persons hereafter having any interest in each lot described in Parcel #1.

Pulaski County, Missouri

15. If any lot owner should fail or refuse to pay the monthly water bill, within 10 days after receipt of demand therefrom, then the First Party, or its successors in interest, shall have the right to terminate the defaulting party's rights hereunder by giving written notice to that effect to the defaulting party and by causing a copy of such notice to be recorded in the Recorder's Office of Pulaski County, Missouri; and thereupon the defaulting party shall cease to have any rights hereunder unless and until the defaulting party has cured all defaults (including payment of interest at the statutory rate on all sums due from the defaulting party). First Party or its successor shall have the right to charge to said lot owner a disconnect fee from the well water and to charge a re-connect fee in the event said lot owner pays their debt.

16. The remedies provided in Paragraph #15 hereof are not exclusive and any party shall have the right to undertake legal action against another party because of the default of the other party, and in such legal action the Court shall be authorized to award to the winning party a reasonable sum for the costs and expenses (including counsel fees) incurred by the winning party.

17. The Party of the First Part retains the right to convey all interest in said well and the easements thereto to other parties in the future, and to amend in whole or in part this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year above written.

RIDGE CREEK DEVELOPMENT, L.L.C.

By Michael S. Stoner
Michael S. Stoner, Member

By Denise B. Stoner
Denise R. Stoner, Member

"FIRST PARTY

Daniel B. Sayre
Daniel B. Sayre
Todd C. Dean
Todd C. Dean

Kristi L. Sayre
Kristi L. Sayre
Lori C. Dean
Lori C. Dean

Sandra Lemmer
Sandra Lemmer

"SECOND PARTIES"

Pulaski County, Missouri

STATE OF MISSOURI)
) SS
COUNTY OF PULASKI)

On this 22 day of April, 2009, before me appeared Michael S. Stoner and Denise R. Stoner, to me personally known, who, being by me duly sworn on oath, did state that they are the sole members of Ridge Creek Development, L.L.C., a limited liability company organized under the "Missouri Limited Liability Company Act", and that by a resolution adopted by all of the members of the said limited liability company they have been authorized to execute this document on behalf of the limited liability company, and that they executed the foregoing instrument on behalf of the said limited liability company, and that said instrument is the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St. Robert, Missouri, the day and year first above written.

My term expires January 23, 2012

Shirley Spencer
Shirley Spencer Notary public



SHIRLEY SPENCER
My Commission Expires
January 23, 2012
Texas County
Commission #00416119

STATE OF MISSOURI)
) SS
COUNTY OF PULASKI)

On this 22 day of April, 2009, before me personally appeared Daniel B. Sayre and Kristi L. Sayre, 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 at my office in St. Robert, Missouri, the day and year first above written.

My term expires January 23, 2012

Shirley Spencer
Shirley Spencer Notary public



SHIRLEY SPENCER
My Commission Expires
January 23, 2012
Texas County
Commission #00416119

Pulaski County, Missouri

STATE OF MISSOURI)
) SS
COUNTY OF PULASKI)

On this 22 day of April, 2009, before me personally appeared Todd C. Dean and Lori C. Dean, 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 at my office in St. Robert, Missouri, the day and year first above written.

My term expires

January 23, 2012

Shirley Spencer
Shirley Spencer Notary public



SHIRLEY SPENCER
My Commission Expires
January 23, 2012
Texas County
Commission #03416119

STATE OF MISSOURI)
) SS
COUNTY OF PULASKI)

On this 22 day of April, 2009, before me personally appeared Sandra Lemmer, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed. And the said Sandra Lemmer further declared herself to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St. Robert, Missouri, the day and year first above written.

My term expires

January 23, 2012

Shirley Spencer
Shirley Spencer Notary public



SHIRLEY SPENCER
My Commission Expires
January 23, 2012
Texas County
Commission #03416119

Pulaski County, Missouri

EXHIBIT "A"

Parcel #1:

All of Lots 21, 22, 23, 24, 40, 41 and 42 in RIDGE CREEK DEVELOPMENT PHASE 3, a Subdivision of Pulaski County, Missouri, per the plat thereof filed in the Recorder's Office of Pulaski County, Missouri.

Parcel #2:

Well No. 13: A potable water well, water storage tank and water pipe appurtenances located within a well enclosure, (well house), sited entirely within a utility easement dedicated on the subdivision plat for "RIDGE CREEK DEVELOPMENT PHASE 3", a subdivision filed at Cabinet "B", Page 222 in the Office of the Recorder of Deeds for Pulaski County, Missouri and the location for which said well enclosure, (well house) is more particularly described as follows: commencing at an iron pin monumenting the southwest corner of Lot 22 in said "RIDGE CREEK DEVELOPMENT PHASE 3"; thence along the Lot line common to Lot 22 and Lot 23 in said subdivision, North 38° 07' 59" East 4.41 feet to its intersection with the southwest wall of the well enclosure and the POINT OF BEGINNING for hereon described well enclosure location; thence departing said lot line South 55° 00' East 3.96 feet to the southeast corner of the well enclosure; thence North 35° 00' East 5.1 feet to the northeast corner of the well enclosure; thence North 55° 00' West 6.1 feet to the northwest corner of the well enclosure; thence South 35° 00' West 5.1 feet to the southwest corner of the well enclosure; thence South 55° 00' East 2.14 feet to the point of beginning. Description from survey made by Gary B. George under date of September 5, 2007.

Pulaski County, Missouri

I, RACHELLE BEASLEY, CIRCUIT CLERK AND EX-OFFICIO RECORDER
OF PULASKI COUNTY, DO HEREBY CERTIFY THAT THE
WITHIN INSTRUMENT OF WRITING WAS ON SEPTEMBER 09, 2008
AT 01:20PM, DULY FILED FOR RECORD IN THIS OFFICE IN
DOC NO.: 2008-5846

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND
AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN WAYNESVILLE, MO
RACHELLE BEASLEY (CIRCUIT CLERK)



BY: Dorcas Powell IX, DEPUTY

Legal Description is on Page 6

AGREEMENT FOR JOINT USE OF WELL NO. 17

THIS AGREEMENT, Made and Entered into this 29 day of August, 2008,
by and between Ridge Creek Development, L.L.C., a Missouri Limited Liability Company,
hereinafter referred to as First Party (Grantor), and David J. West and Julie M. West, husband and
wife, and Daniel L. O'Dell and Nicole B. O'Dell, husband and wife, and Nicholas Lopez and Leah
Lopez, husband and wife, and Steven W. Long and Janene K. Long, husband and wife, hereinafter
referred to as Second Parties (Grantees); WITNESSETH:

WHEREAS, Second Parties are or soon will be the owners of the real estate described as
Parcel #1 on Exhibit "A" (which is attached hereto and made a part hereof by reference); And

WHEREAS, First Party is the owner of the real estate described as Parcel #2 on Exhibit "A";
And

WHEREAS, there is located on Parcel #2 a well which is intended to provide water for use
on the real estate described as Parcel #1; And

WHEREAS, the First Party and Second Parties desire to hereby establish the rights and
obligations of the future owners of any portion of Parcel #1 relating to the said well;

NOW THEREFORE, the Parties hereby agree as follows:

1. The said well (and related equipment) shall be owned by First Party or its successors and
assigns.
2. Water from the said well shall be used only for normal residential purposes for one single-
family residence located on each of the lots described said Parcel #1.
3. In the event of a shortage of water, each party shall conserve the water used by that party.

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Pulaski County, Missouri

4. The First Party shall be entitled to charge each owner of any lot described in Parcel #1 for the water used by said owner. The current monthly charge for use of water from said well shall be the sum of \$23.00 to each lot. First Party retains the right to increase said charge per month.
5. All of the cost of maintenance and repair of the said well (and related equipment), including the cost of replacing the pump and other equipment, shall be the responsibility of the Party of the First Party.
6. Each owner of any lot described in Parcel #1 shall be separately responsible for the cost of installation, repair and maintenance of the pipes which connect that party's residence to the said well, and each party shall keep those pipes in good repair at all times. The cost of maintenance and repair of pipes which are used to distribute water to more than one of the parcels shall be paid equally by the persons who are then the fee owners of each parcel which is served by those pipes.
7. Each lot owner of any lot described in Parcel #1 hereby grants to the Party of the First Part an easement over the real estate owned by that party for purposes of maintenance, repair and replacement of the pipes which are used to distribute water from the well to the parcels.
8. Any party shall have the right to have the well water tested by a responsible local authority at any time.
9. No party shall locate or relocate any element of an individual sewage disposal system within 100 feet of the well.
10. No party shall install landscaping or improvements which will impair use of the easements granted hereby.
11. Any removal or replacement of pre-existing site improvements which are necessary for operation, maintenance, replacement, improvement, inspection or testing of the well (and related equipment) will be at the cost of the owner of such site improvements, except that costs to remove and replace a common boundary fence or wall shall be shared equally by the owners of the properties sharing this common boundary fence or wall.
12. In the event of abandonment of the water supply system, the cost of taking such reasonable action as may be required to avoid contamination of ground water or to avoid other hazards shall be paid by the Party of the First Part, or its successors and assigns.
13. Each party using water from the said well assumes the risk of damage or injury resulting from the use of that well and no other party shall be liable therefor.
14. The rights and obligations of each party hereto shall be considered to run with each of the said parcels which have been designated to be parcels entitled to obtain water from the said well, and be for the use and benefit of, and shall be binding upon, all persons hereafter having any interest in each lot described in Parcel #1.

Pulaski County, Missouri

15. If any lot owner should fail or refuse to pay the monthly water bill, within 10 days after receipt of demand therefrom, then the First Party, or its successors in interest, shall have the right to terminate the defaulting party's rights hereunder by giving written notice to that effect to the defaulting party and by causing a copy of such notice to be recorded in the Recorder's Office of Pulaski County, Missouri, and thereupon the defaulting party shall cease to have any rights hereunder unless and until the defaulting party has cured all defaults (including payment of interest at the statutory rate on all sums due from the defaulting party). First Party or its successor shall have the right to charge to said lot owner a disconnect fee from the well water and to charge a re-connect fee in the event said lot owner pays their debt.

16. The remedies provided in Paragraph #15 hereof are not exclusive and any party shall have the right to undertake legal action against another party because of the default of the other party, and in such legal action the Court shall be authorized to award to the winning party a reasonable sum for the costs and expenses (including counsel fees) incurred by the winning party.

17. The Party of the First Part retains the right to convey all interest in said well and the easements thereto to other parties in the future, and to amend in whole or in part this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year above written.

RIDGE CREEK DEVELOPMENT, L.L.C.

By Michael S. Stoner
Michael S. Stoner, Member

By Denise R. Stoner
Denise R. Stoner, Member

"FIRST PARTY"

David J. West
David J. West

Daniel L. O'Dell
Daniel L. O'Dell

Nicholas Lopez
Nicholas Lopez

Steven W. Long
Steven W. Long

Julie M. West
Julie M. West

Nicole B. O'Dell
Nicole B. O'Dell

Leah Lopez
Leah Lopez

Janelene K. Long
Janelene K. Long

"SECOND PARTIES"

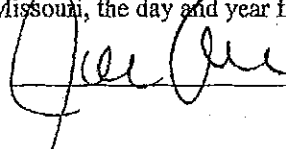
Pulaski County, Missouri

STATE OF MISSOURI)
) SS
COUNTY OF PULASKI)

On this 29th day of August, 2008, before me appeared Michael S. Stoner and Denise R. Stoner, to me personally known, who, being by me duly sworn on oath, did state that they are the sole members of Ridge Creek Development, L.L.C., a limited liability company organized under the "Missouri Limited Liability Company Act", and that by a resolution adopted by all of the members of the said limited liability company they have been authorized to execute this document on behalf of the limited liability company, and that they executed the foregoing instrument on behalf of the said limited liability company, and that said instrument is the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St. Robert, Missouri, the day and year first above written.

My term expires _____



Notary public



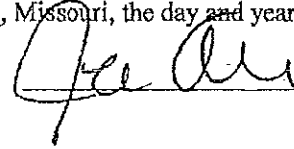
JENNY QUICK
My Commission Expires
August 28, 2009
Pulaski County
Commission #05473661

STATE OF MISSOURI)
) SS
COUNTY OF PULASKI)

On this 29th day of August, 2008, before me personally appeared David J. West and Julie M. West, 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 at my office in St. Robert, Missouri, the day and year first above written.

My term expires _____



Notary public



JENNY QUICK
My Commission Expires
August 28, 2009
Pulaski County
Commission #05473661

Pulaski County, Missouri

STATE OF MISSOURI)
) SS
COUNTY OF PULASKI)

On this 29th day of August, 2008, before me personally appeared Daniel L. O'Dell and Nicole B. O'Dell, 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 at my office in St. Robert, Missouri, the day and year first above written.

My term expires _____

Jenny Quick

Notary public



JENNY QUICK
My Commission Expires
August 26, 2009
Pulaski County
Commission #05473661

STATE OF MISSOURI)
) SS
COUNTY OF PULASKI)

On this 29th day of August, 2008, before me personally appeared Nicholas Lopez and Leah Lopez, 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 at my office in St. Robert, Missouri, the day and year first above written.

My term expires _____

Jenny Quick

Notary public



JENNY QUICK
My Commission Expires
August 26, 2009
Pulaski County
Commission #05473661

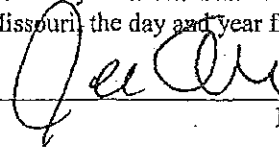
Pulaski County, Missouri

STATE OF MISSOURI)
) SS
COUNTY OF PULASKI)

On this 29th day of August, 2008, before me personally appeared Steven W. Long and Janene K. Long, 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 at my office in St. Robert, Missouri, the day and year first above written.

My term expires _____.



Notary public



JENNY QUICK
My Commission Expires
August 26, 2009
Pulaski County
Commission #05473681

EXHIBIT "A"

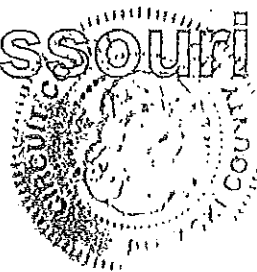
Parcel #1:

All of Lots 49, 50, 51, 52, 53 and 54 in RIDGE CREEK DEVELOPMENT PHASE 3, a Subdivision of Pulaski County, Missouri, per the plat thereof filed in the Recorder's Office of Pulaski County, Missouri.

Parcel #2:

Well No. 17: A potable water well, water storage tank and water pipe appurtenances located within a well enclosure, (well house), sited entirely within a utility easement dedicated on the subdivision plat for "RIDGE CREEK DEVELOPMENT PHASE 3", a subdivision filed at Cabinet "B", Page 222 in the Office of the Recorder of Deeds for Pulaski County, Missouri and the location for which said well enclosure, (well house) is more particularly described as follows: commencing at an iron pin monumenting the southeast corner of Lot 53 in said "RIDGE CREEK DEVELOPMENT PHASE 3"; thence along the Lot line common to Lot 53 and Lot 54 in said subdivision, North 75° 00' West 17.06 feet to its intersection with the East wall of the well enclosure and the POINT OF BEGINNING for hereon described well enclosure location; thence departing said lot line North 16° 39' East 3.09 feet to the northeast corner of the well enclosure; thence North 73° 21' West 5.1 feet to the northwest corner of the well enclosure; thence South 16° 39' West 6.1 feet to the southwest corner of the well enclosure; thence South 73° 21' East 5.1 feet to the southeast corner of the well enclosure; thence North 16° 39' East 3.01 feet to the point of beginning. Description from survey made by Gary B. George under date of September 5, 2007.

Pulaski County, Missouri



I, RACHELLE BEASLEY, CIRCUIT CLERK AND EX-OFFICIO RECORDER
OF PULASKI COUNTY, DO HEREBY CERTIFY THAT THE
WITHIN INSTRUMENT OF WRITING WAS ON MARCH 24, 2010
AT 02:25PM, DULY FILED FOR RECORD IN THIS OFFICE IN
DOC NO.: 2010-1745

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND
AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN WAYNESVILLE, MO
RACHELLE BEASLEY (CIRCUIT CLERK)

BY: Melvin Bogen, DEPUTY

Legal Description is on Page 8

AGREEMENT FOR JOINT USE OF WELL NO. 13

THIS AGREEMENT, Made and Entered into this 11th day of March, 2010, by and between Ridge Creek Development, L.L.C., a Missouri Limited Liability Company, hereinafter referred to as First Party (Grantor), and Craig L. Rudy, a single man, and Eric W. Timmerman and Barbara Helen Timmerman, husband and wife, and Devin Morris Forsythe, a single man, and Lorenzo Casanova and Liliana Casanova, husband and wife, and Larry D. Hurd and Ruby A. Hurd, husband and wife, and Robert E. Hausken and Christy J. Hausken, husband and wife, and Bobby D. Walters and Angela M. Walters, husband and wife, and Jesus Garza, Jr. and Julie Garza, husband and wife, hereinafter referred to as Second Parties (Grantees); WITNESSETH:

⑮
6:00 PM
CHIEF
MAY

WHEREAS, Second Parties are or soon will be the owners of the real estate described as Parcel #1 on Exhibit "A" (which is attached hereto and made a part hereof by reference); And

WHEREAS, First Party is the owner of the real estate described as Parcel #2 on Exhibit "A"; And

WHEREAS, there is located on Parcel #2 a well which is intended to provide water for use on the real estate described as Parcel #1; And

WHEREAS, the First Party and Second Parties desire to hereby establish the rights and obligations of the future owners of any portion of Parcel #1 relating to the said well;

NOW THEREFORE, the Parties hereby agree as follows:

1. The said well (and related equipment) shall be owned by First Party or its successors and assigns.
2. Water from the said well shall be used only for normal residential purposes for one single-family residence located on each of the lots described said Parcel #1.
3. In the event of a shortage of water, each party shall conserve the water used by that party.

Pulaski County, Missouri

4. The First Party shall be entitled to charge each owner of any lot described in Parcel #1 for the water used by said owner. The current monthly charge for use of water from said well shall be the sum of \$28.00 to each lot. First Party retains the right to increase said charge per month.
5. All of the cost of maintenance and repair of the said well (and related equipment), including the cost of replacing the pump and other equipment, shall be the responsibility of the Party of the First Party.
6. Each owner of any lot described in Parcel #1 shall be separately responsible for the cost of installation, repair and maintenance of the pipes which connect that party's residence to the said well, and each party shall keep those pipes in good repair at all times. The cost of maintenance and repair of pipes which are used to distribute water to more than one of the parcels shall be paid equally by the persons who are then the fee owners of each parcel which is served by those pipes.
7. Each lot owner of any lot described in Parcel #1 hereby grants to the Party of the First Part an easement over the real estate owned by that party for purposes of maintenance, repair and replacement of the pipes which are used to distribute water from the well to the parcels.
8. Any party shall have the right to have the well water tested by a responsible local authority at any time.
9. No party shall locate or relocate any element of an individual sewage disposal system within 100 feet of the well.
10. No party shall install landscaping or improvements which will impair use of the easements granted hereby.
11. Any removal or replacement of pre-existing site improvements which are necessary for operation, maintenance, replacement, improvement, inspection or testing of the well (and related equipment) will be at the cost of the owner of such site improvements, except that costs to remove and replace a common boundary fence or wall shall be shared equally by the owners of the properties sharing this common boundary fence or wall.
12. In the event of abandonment of the water supply system, the cost of taking such reasonable action as may be required to avoid contamination of ground water or to avoid other hazards shall be paid by the Party of the First Part, or its successors and assigns.
13. Each party using water from the said well assumes the risk of damage or injury resulting from the use of that well and no other party shall be liable therefor.
14. The rights and obligations of each party hereto shall be considered to run with each of the said parcels which have been designated to be parcels entitled to obtain water from the said well, and be for the use and benefit of, and shall be binding upon, all persons hereafter having any interest in each lot described in Parcel #1.

Pulaski County, Missouri

15. If any lot owner should fail or refuse to pay the monthly water bill, within 10 days after receipt of demand therefrom, then the First Party, or its successors in interest, shall have the right to terminate the defaulting party's rights hereunder by giving written notice to that effect to the defaulting party and by causing a copy of such notice to be recorded in the Recorder's Office of Pulaski County, Missouri, and thereupon the defaulting party shall cease to have any rights hereunder unless and until the defaulting party has cured all defaults (including payment of interest at the statutory rate on all sums due from the defaulting party). First Party or its successor shall have the right to charge to said lot owner a disconnect fee from the well water and to charge a re-connect fee in the event said lot owner pays their debt.

16. The remedies provided in Paragraph #15 hereof are not exclusive and any party shall have the right to undertake legal action against another party because of the default of the other party, and in such legal action the Court shall be authorized to award to the winning party a reasonable sum for the costs and expenses (including counsel fees) incurred by the winning party.

17. The Party of the First Part retains the right to convey all interest in said well and the easements thereto to other parties in the future, and to amend in whole or in part this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year above written.

RIDGE CREEK DEVELOPMENT, L.L.C.

By _____ ✓
Michael S. Stoner, Member

"FIRST PARTY"

By _____ ✓
Denise R. Stoner, Member

Eric W. Timmerman

Lorenzo Casanova

Larry D. Hurd
_____ ✓

Barbara Helen Timmerman

Liliana Casanova

Ruby A. Hurd
_____ ✓

Robert E. Hausken

Bobby D. Walters
_____ ✓

Christy J. Hausken

Angela M. Walters
_____ ✓

Pulaski County, Missouri

2

15. If any lot owner should fail or refuse to pay the monthly water bill, within 10 days after receipt of demand therefrom, then the First Party, or its successors in interest, shall have the right to terminate the defaulting party's rights hereunder by giving written notice to that effect to the defaulting party and by causing a copy of such notice to be recorded in the Recorder's Office of Pulaski County, Missouri, and thereupon the defaulting party shall cease to have any rights hereunder unless and until the defaulting party has cured all defaults (including payment of interest at the statutory rate on all sums due from the defaulting party). First Party or its successor shall have the right to charge to said lot owner a disconnect fee from the well water and to charge a re-connect fee in the event said lot owner pays their debt.

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17. The Party of the First Part retains the right to convey all interest in said well and the easements thereto to other parties in the future, and to amend in whole or in part this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year above written.

RIDGE CREEK DEVELOPMENT, L.L.C.

By Michael S. Stoner
Michael S. Stoner, Member

By Denise R. Stoner
Denise R. Stoner, Member

"FIRST PARTY

Eric W. Timmerman

Barbara Helen Timmerman

Lorenzo Casanova

Liliana Casanova

Larry D. Hurd
Robert E. Hausken

Ruby A. Hurd
Christy L. Hausken

Bobby D. Walters

Angela M. Walters

Pulaski County, Missouri

15. If any lot owner should fail or refuse to pay the monthly water bill, within 10 days after receipt of demand therefrom, then the First Party, or its successors in interest, shall have the right to terminate the defaulting party's rights hereunder by giving written notice to that effect to the defaulting party and by causing a copy of such notice to be recorded in the Recorder's Office of Pulaski County, Missouri, and thereupon the defaulting party shall cease to have any rights hereunder unless and until the defaulting party has cured all defaults (including payment of interest at the statutory rate on all sums due from the defaulting party). First Party or its successor shall have the right to charge to said lot owner a disconnect fee from the well water and to charge a re-connect fee in the event said lot owner pays their debt.

16. The remedies provided in Paragraph #15 hereof are not exclusive and any party shall have the right to undertake legal action against another party because of the default of the other party, and in such legal action the Court shall be authorized to award to the winning party a reasonable sum for the costs and expenses (including counsel fees) incurred by the winning party.

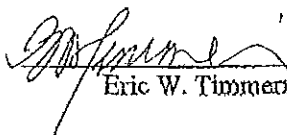
17. The Party of the First Part retains the right to convey all interest in said well and the easements thereto to other parties in the future, and to amend in whole or in part this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year above written.

RIDGE CREEK DEVELOPMENT, L.L.C.

By _____
Michael S. Stoner, Member

"FIRST PARTY"


Eric W. Timmerman

Lorenzo Casanova

Larry D. Hurd

Robert E. Hausken

Bobby D. Walters

By _____
Denise R. Stoner, Member

Barbara Helen Timmerman

Liliana Casanova

Ruby A. Hurd

Christy J. Hausken

Angela M. Walters

Pulaski County, Missouri

15. If any lot owner should fail or refuse to pay the monthly water bill, within 10 days after receipt of demand therefrom, then the First Party, or its successors in interest, shall have the right to terminate the defaulting party's rights hereunder by giving written notice to that effect to the defaulting party and by causing a copy of such notice to be recorded in the Recorder's Office of Pulaski County, Missouri, and thereupon the defaulting party shall cease to have any rights hereunder unless and until the defaulting party has cured all defaults (including payment of interest at the statutory rate on all sums due from the defaulting party). First Party or its successor shall have the right to charge to said lot owner a disconnect fee from the well water and to charge a re-connect fee in the event said lot owner pays their debt.

16. The remedies provided in Paragraph #15 hereof are not exclusive and any party shall have the right to undertake legal action against another party because of the default of the other party, and in such legal action the Court shall be authorized to award to the winning party a reasonable sum for the costs and expenses (including counsel fees) incurred by the winning party.

17. The Party of the First Part retains the right to convey all interest in said well and the easements thereto to other parties in the future, and to amend in whole or in part this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year above written.

RIDGE CREEK DEVELOPMENT, L.L.C.

By _____
Michael S. Stoner, Member

"FIRST PARTY

Eric W. Timmerman

Lorenzo Casanova

Larry D. Hurd

Robert E. Hausken

Bobby D. Walters

By _____
Denise R. Stoner, Member

BH Zimmerman
Barbara Helen Timmerman

Liliana Casanova

Ruby A. Hurd

Christy J. Hausken

Angela M. Walters

Pulaski County, Missouri

Jesus Garza, Jr.

Julie Garza

Craig L. Rudy

Devin Morris Forsythe
Devin Morris Forsythe

"SECOND PARTIES"

STATE OF MISSOURI)

) SS

COUNTY OF PULASKI)

On this _____ day of _____, 2010, before me appeared Michael S. Stoner and Denise R. Stoner, to me personally known, who, being by me duly sworn on oath, did state that they are the sole members of Ridge Creek Development, L.L.C., a limited liability company organized under the "Missouri Limited Liability Company Act", and that by a resolution adopted by all of the members of the said limited liability company they have been authorized to execute this document on behalf of the limited liability company, and that they executed the foregoing instrument on behalf of the said limited liability company, and that said instrument is the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____ Missouri, the day and year first above written.

My term expires _____

Notary public

STATE OF MISSOURI)

) SS

COUNTY OF PULASKI)

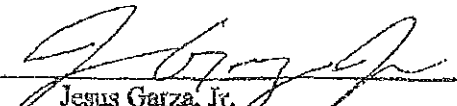
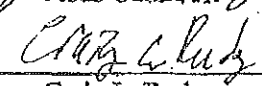
On this _____ day of _____, 2010, before me personally appeared Eric W. Timmerman and Barbara Helen Timmerman, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

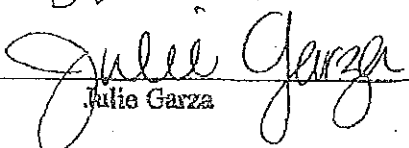

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____, Missouri, the day and year first above written.

My term expires _____

Notary public

Pulaski County, Missouri


Jesus Garza, Jr.

Craig L. Rudy


Julie Garza

Devin Morris Forsythe

"SECOND PARTIES"

STATE OF MISSOURI)
) SS
COUNTY OF PULASKI)

On this 18th day of March, 2010, before me appeared Michael S. Stoner and Denise R. Stoner, to me personally known, who, being by me duly sworn on oath, did state that they are the sole members of Ridge Creek Development, L.L.C., a limited liability company organized under the "Missouri Limited Liability Company Act", and that by a resolution adopted by all of the members of the said limited liability company they have been authorized to execute this document on behalf of the limited liability company, and that they executed the foregoing instrument on behalf of the said limited liability company, and that said instrument is the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St. Robert, Missouri, the day and year first above written.

My term expires _____



Notary public

ANNALIA N. LUJAN
Notary Public - Notary Seal
STATE OF MISSOURI
Pulaski County
My Commission Expires August 24, 2012
Commission # 08624632

STATE OF MISSOURI)
) SS
COUNTY OF PULASKI)

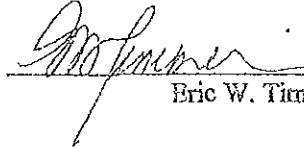
On this _____ day of _____, 2010, before me personally appeared Eric W. Timmerman and Barbara Helen Timmerman, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____, Missouri, the day and year first above written.

My term expires _____

Notary public

Pulaski County, Missouri



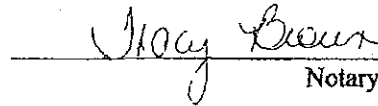
Eric W. Timmerman

STATE OF ALABAMA)
) SS
COUNTY OF Madison)

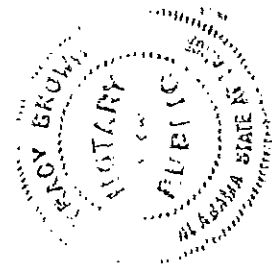
On this 22nd day of MARCH, 2010, before me personally appeared Eric W. Timmerman, husband of Barbara Helen Timmerman, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Huntsville, Alabama, the day and year first above written.

My term expires Oct 03 2011.



Notary public



Unofficial Document

Pulaski County, Missouri

BH Timmerman
Barbara Helen Timmerman

STATE OF NEW JERSEY)
)SS
COUNTY OF MOORE)

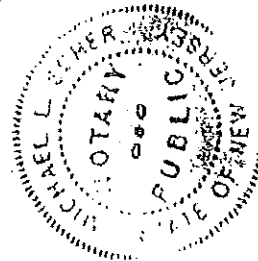
On this 23 day of MARCH, 2010, before me personally appeared Barbara Helen Timmerman, wife of Eric W. Timmerman, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in BOONTON, New Jersey, the day and year first above written.

Michael L. Scher
Notary Public

My term expires AUG. 02, 2010.

MICHAEL L. SCHER
Notary Public, State of New Jersey
No. 2258638
Qualified in Morris County
My Commission Expires Aug. 2, 2010



Unofficial Document

Pulaski County, Missouri

STATE OF MISSOURI)

) SS

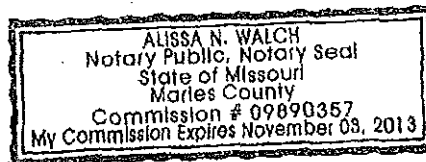
COUNTY OF PULASKI)

On this 16th day of March, 2010, before me personally appeared Lorenzo Casanova and Liliana Casanova, 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 at my office in St. Robert, Missouri, the day and year first above written.

My term expires 11.3.2013

Alissa N. Walch
Notary public



STATE OF MISSOURI)

) SS

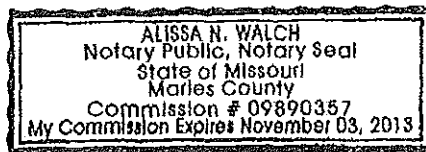
COUNTY OF PULASKI)

On this 16th day of March, 2010, before me personally appeared Larry D. Hurd and Ruby A. Hurd, 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 at my office in St. Robert, Missouri, the day and year first above written.

My term expires 11.3.2013

Alissa N. Walch
Notary public



Pulaski County, Missouri

STATE OF MISSOURI

)
) SS
)

COUNTY OF PULASKI

On this _____ day of _____, 2010, before me personally appeared Robert E. Hausken and Christy J. Hausken, 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 at my office in _____, Missouri, the day and year first above written.

My term expires _____

Notary public

STATE OF MISSOURI

)
) SS
)

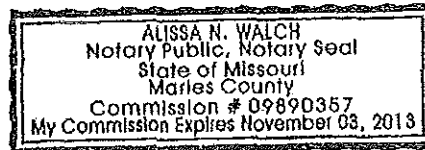
COUNTY OF PULASKI

On this 17th day of March, 2010, before me personally appeared Bobby D. Walters and Angela M. Walters, 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 at my office in St. Robert, Missouri, the day and year first above written.

My term expires 11.3.2013

Alissa N. Walch
Notary public



Pulaski County, Missouri

STATE OF MISSOURI

)
) SS


COUNTY OF PULASKI

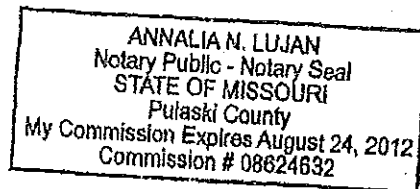
2

On this 18th day of March, 2010, before me personally appeared Robert E. Hausken and Christy J. Hausken, 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 at my office in St. Robert, Missouri, the day and year first above written.

My term expires 8-24-12.

 Notary public



STATE OF MISSOURI

)
) SS

COUNTY OF PULASKI

On this _____ day of _____, 2010, before me personally appeared Bobby D. Walters and Angela M. Walters, 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 at my office in _____, Missouri, the day and year first above written.

My term expires _____.

Notary public

Pulaski County, Missouri

STATE OF MISSOURI)

) SS

COUNTY OF PULASKI)

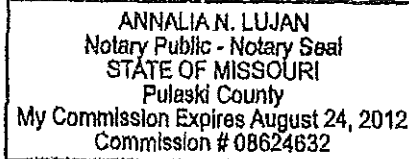
On this 18th day of March, 2010, before me personally appeared Jesus Garza, Jr. and Julie Garza, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St. Robert, Missouri, the day and year first above written.

My term expires 8-24-12



Notary public



STATE OF MISSOURI)

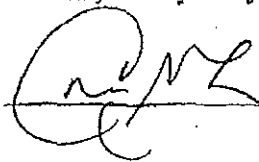
) SS

COUNTY OF PULASKI)

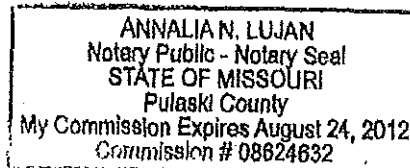
On this 18th day of March, 2010, before me personally appeared Craig L. Rudy, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed. And the said Craig L. Rudy further declared himself to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St. Robert, Missouri, the day and year first above written.

My term expires 8-24-12



Notary public



Pulaski County, Missouri

STATE OF MISSOURI

)
) SS
)

COUNTY OF PULASKI

On this 15th day of March, 2010, before me personally appeared Devin Morris Forsythe, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed. And the said Devin Morris Forsythe further declared himself to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St. Robert, Missouri, the day and year first above written.

My term expires 11.3.2013

Alissa N. Walch
Notary public

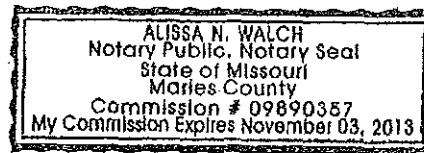


EXHIBIT "A"

Parcel #1:

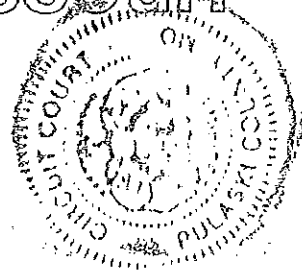
All of Lots 43, 44, 45, 46, 47 and 48 in RIDGE CREEK DEVELOPMENT - PHASE 3, a Subdivision of Pulaski County, Missouri, according to the recorded plat thereof filed in the Recorder's Office of Pulaski County, Missouri and all of Lots 55, 56 and 57 in LOTS 55, 56 and 57 ADDITION TO RIDGE CREEK DEVELOPMENT - PHASE 3, a Subdivision in Pulaski County, Missouri, according to the recorded plat thereof filed in the Recorder's Office of Pulaski County, Missouri.

Parcel #2:

Well Tract No. 18 is located on line between Lots 55 and 56 in LOTS 55, 56 and 57 ADDITION TO RIDGE CREEK DEVELOPMENT - PHASE 3, a Subdivision in Pulaski County, Missouri, according to the recorded plat thereof filed in the Recorder's Office of Pulaski County, Missouri.

Pulaski County, Missouri

I, RACHELLE BEASLEY, CIRCUIT CLERK AND EX-OFFICIO RECORDER
OF PULASKI COUNTY, DO HEREBY CERTIFY THAT THE
WITHIN INSTRUMENT OF WRITING WAS ON JULY 08, 2010
AT 03:34PM, DULY FILED FOR RECORD IN THIS OFFICE IN
DOC NO.: 2010-4231



IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND
AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN WAYNESVILLE, MO
RACHELLE BEASLEY (CIRCUIT CLERK)

BY: Dasha Brown, DEPUTY

Legal Description is on Page 6

AGREEMENT FOR JOINT USE OF WELL NO. 22

THIS AGREEMENT, Made and Entered into this 21st day of April, 2010,
by and between Ridge Creek Development, L.L.C., a Missouri Limited Liability Company,
hereinafter referred to as First Party (Grantor), and CB CONTRACTING, LLC, a Missouri Limited
Liability Company, and T.R.B. BUILDERS, L.L.C., a Missouri Limited Liability Company, and
TIMBER RIDGE BUILDERS, INC., a Missouri corporation and Ridge Creek Development, L.L.C.,
a Missouri Limited Liability Company, hereinafter referred to as Second Parties (Grantees);
WITNESSETH:

(U)
39-
4397
L.L.C.

WHEREAS, Second Parties are or soon will be the owners of the real estate described as
Parcel #1 on Exhibit "A" (which is attached hereto and made a part hereof by reference); And

WHEREAS, First Party is the owner of the real estate described as Parcel #2 on Exhibit "A";
And

WHEREAS, there is located on Parcel #2 a well which is intended to provide water for use
on the real estate described as Parcel #1; And

WHEREAS, the First Party and Second Parties desire to hereby establish the rights and
obligations of the future owners of any portion of Parcel #1 relating to the said well;

NOW THEREFORE, the Parties hereby agree as follows:

1. The said well (and related equipment) shall be owned by First Party or its successors and
assigns.
2. Water from the said well shall be used only for normal residential purposes for one single-
family residence located on each of the lots described said Parcel #1.
3. In the event of a shortage of water, each party shall conserve the water used by that party.

Pulaski County, Missouri

4. The First Party shall be entitled to charge each owner of any lot described in Parcel #1 for the water used by said owner. The current monthly charge for use of water from said well shall be the sum of \$28.00 to each lot. First Party retains the right to increase said charge per month.

5. All of the cost of maintenance and repair of the said well (and related equipment), including the cost of replacing the pump and other equipment, shall be the responsibility of the Party of the First Party.

6. Each owner of any lot described in Parcel #1 shall be separately responsible for the cost of installation, repair and maintenance of the pipes which connect that party's residence to the said well, and each party shall keep those pipes in good repair at all times. The cost of maintenance and repair of pipes which are used to distribute water to more than one of the parcels shall be paid equally by the persons who are then the fee owners of each parcel which is served by those pipes.

7. Each lot owner of any lot described in Parcel #1 hereby grants to the Party of the First Part an easement over the real estate owned by that party for purposes of maintenance, repair and replacement of the pipes which are used to distribute water from the well to the parcels.

8. Any party shall have the right to have the well water tested by a responsible local authority at any time.

9. No party shall locate or relocate any element of an individual sewage disposal system within 100 feet of the well.

10. No party shall install landscaping or improvements which will impair use of the easements granted hereby.

11. Any removal or replacement of pre-existing site improvements which are necessary for operation, maintenance, replacement, improvement, inspection or testing of the well (and related equipment) will be at the cost of the owner of such site improvements, except that costs to remove and replace a common boundary fence or wall shall be shared equally by the owners of the properties sharing this common boundary fence or wall.

12. In the event of abandonment of the water supply system, the cost of taking such reasonable action as may be required to avoid contamination of ground water or to avoid other hazards shall be paid by the Party of the First Part, or its successors and assigns.

13. Each party using water from the said well assumes the risk of damage or injury resulting from the use of that well and no other party shall be liable therefor.

14. The rights and obligations of each party hereto shall be considered to run with each of the said parcels which have been designated to be parcels entitled to obtain water from the said well, and be for the use and benefit of, and shall be binding upon, all persons hereafter having any interest in each lot described in Parcel #1.

Pulaski County, Missouri

15. If any lot owner should fail or refuse to pay the monthly water bill, within 10 days after receipt of demand therefrom, then the First Party, or its successors in interest, shall have the right to terminate the defaulting party's rights hereunder by giving written notice to that effect to the defaulting party and by causing a copy of such notice to be recorded in the Recorder's Office of Pulaski County, Missouri, and thereupon the defaulting party shall cease to have any rights hereunder unless and until the defaulting party has cured all defaults (including payment of interest at the statutory rate on all sums due from the defaulting party). First Party or its successor shall have the right to charge to said lot owner a disconnect fee from the well water and to charge a re-connect fee in the event said lot owner pays their debt.

16. The remedies provided in Paragraph #15 hereof are not exclusive and any party shall have the right to undertake legal action against another party because of the default of the other party, and in such legal action the Court shall be authorized to award to the winning party a reasonable sum for the costs and expenses (including counsel fees) incurred by the winning party.

17. The Party of the First Part retains the right to convey all interest in said well and the easements thereto to other parties in the future, and to amend in whole or in part this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year above written.

RIDGE CREEK DEVELOPMENT, L.L.C.

By Michael S. Stoner
Michael S. Stoner, Member

By Denise R. Stoner
Denise R. Stoner, Member
"FIRST PARTY"

CB CONTRACTING, LLC

By Derek Cooper
Derek Cooper, Member

By Billy Buechter
Billy Buechter, Member

RIDGE CREEK DEVELOPMENT, L.L.C.

By Michael S. Stoner
Michael S. Stoner, Member

By Denise R. Stoner
Denise R. Stoner, Member

T.R.B. BUILDERS, L.L.C.

By Travis R. Rollins
Travis R. Rollins, Member

TIMBER RIDGE BUILDERS, INC.

By Donald Howser, Jr.
Donald Howser, Jr., President

Attest: Chris Diehls
Chris Diehls, Secretary

"SECOND PARTIES"

Page 3

Unofficial Document

Pulaski County, Missouri

STATE OF MISSOURI)

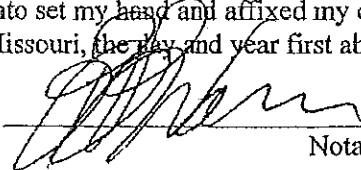
) SS

COUNTY OF PULASKI)

On this 21 day of APRIL, 2010, before me appeared Michael S. Stoner and Denise R. Stoner, to me personally known, who, being by me duly sworn on oath, did state that they are the sole members of Ridge Creek Development, L.L.C., a limited liability company organized under the "Missouri Limited Liability Company Act", and that by a resolution adopted by all of the members of the said limited liability company they have been authorized to execute this document on behalf of the limited liability company, and that they executed the foregoing instrument on behalf of the said limited liability company, and that said instrument is the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in WAGNERVILLE, Missouri, the day and year first above written.

My term expires 10/12/11.


Notary public

BRUCE B. WARREN
Notary Public - Notary Seal
STATE OF MISSOURI
Pulaski County
My Commission Expires October 12, 2011
Commission # 07493893

STATE OF MISSOURI)

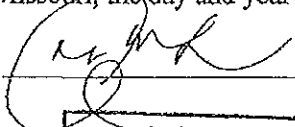
) SS

COUNTY OF Pulaski)

On this 21st day of April, 2010, before me appeared Derek Cooper and Billy Buechter, to me personally known, who, being by me duly sworn on oath, did state that they are the sole members of CB Contracting, LLC, a limited liability company organized under the "Missouri Limited Liability Company Act", and that by a resolution adopted by all of the members of the said limited liability company they have been authorized to execute this document on behalf of the limited liability company, and that they executed the foregoing instrument on behalf of the said limited liability company, and that said instrument is the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St. Robert, Missouri, the day and year first above written.

My term expires 8/24/2012.


Notary public

ANNALIA N. LUJAN
Notary Public - Notary Seal
STATE OF MISSOURI
Pulaski County
My Commission Expires August 24, 2012
Commission # 08624632

Page 4

Unofficial Document

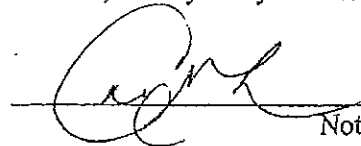
Pulaski County, Missouri

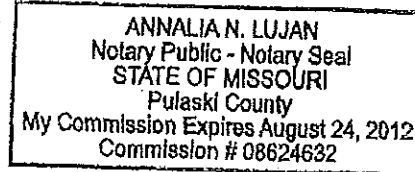
STATE OF MISSOURI)
COUNTY OF Pulaski) SS

On this 21st day of April, 2010, before me appeared Travis R. Rollins, to me personally known, who, being by me duly sworn on oath, did state that he is the sole member of T.R.B. Builders, L.L.C., a limited liability company organized under the "Missouri Limited Liability Company Act", and that by a resolution adopted by all of the members of the said limited liability company he has been authorized to execute this document on behalf of the limited liability company, and that he executed the foregoing instrument on behalf of the said limited liability company, and that said instrument is the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St. Robert, Missouri, the day and year first above written.

My term expires 8/24/2012.


Notary public

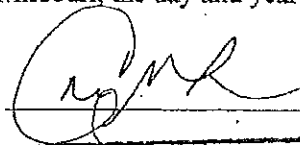


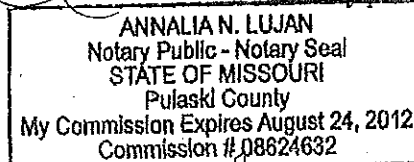
STATE OF MISSOURI)
COUNTY OF Pulaski) SS

On this 21st day of April, 2010, before me appeared Donald Howser, Jr. to me personally known, who, being by me duly sworn, did say that he is the President of TIMBER RIDGE BUILDERS, INC., a Corporation of the State of Missouri, ~~and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation~~, and that said instrument was signed ~~and sealed~~ in behalf of said Corporation by authority of its Board of Directors, and the said Donald Howser, Jr. acknowledged said instrument to be the free act and deed of said Corporation. And the said corporation has no corporate seal.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St. Robert, Missouri, the day and year first above written.

My term expires 8/24/2012.


Notary public



Pulaski County, Missouri

EXHIBIT "A"

Parcel #1:

All of Lots 5-A, 5-B, 6-A, 6-B, 7-A, 7-B, 13 and 14 in the RESUBDIVISION OF LOTS 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 of RIDGE CREEK DEVELOPMENT - PHASE 3, a Subdivision of Pulaski County, Missouri, according to the recorded plat thereof filed in the Recorder's Office of Pulaski County, Missouri. *NOTE: TIMBER 20 OF BULLOCK, INC OWNS 5A, 5B, 6A, 7A, 7B*

Parcel #2:

Well Tract No. 22 - Serves All of Lots 5-A, 5-B, 6-A, 6-B, 7-A, 7-B, 13 and 14 in the RESUBDIVISION OF LOTS 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 of RIDGE CREEK DEVELOPMENT - PHASE 3, a Subdivision of Pulaski County, Missouri, according to the recorded plat thereof filed in the Recorder's Office of Pulaski County, Missouri.

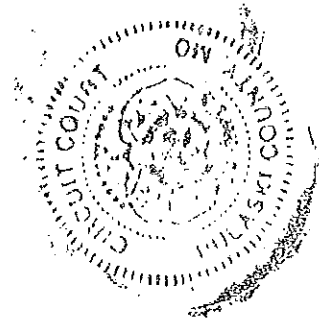
Well Tract No. 22 is located on line between Lots 5-A and 5-B in the RESUBDIVISION OF LOTS 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 of RIDGE CREEK DEVELOPMENT - PHASE 3, a Subdivision of Pulaski County, Missouri, according to the recorded plat thereof filed in the Recorder's Office of Pulaski County, Missouri.

Pulaski County, Missouri

I, RACHELLE BEASLEY, CIRCUIT CLERK AND EX-OFFICIO RECORDER
OF PULASKI COUNTY, DO HEREBY CERTIFY THAT THE
WITHIN INSTRUMENT OF WRITING WAS ON JULY 08, 2010
AT 03:35PM, DULY FILED FOR RECORD IN THIS OFFICE IN
DOC NO.: 2010-4232

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND
AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN WAYNESVILLE, MO
RACHELLE BEASLEY (CIRCUIT CLERK)

BY: Rache Beasley, DEPUTY



Legal Description is on Page 4

AGREEMENT FOR JOINT USE OF WELL NO. 23

THIS AGREEMENT, Made and Entered into this 21st day of April, 2010,
by and between Ridge Creek Development, L.L.C., a Missouri Limited Liability Company,
hereinafter referred to as First Party (Grantor) and TIMBER RIDGE BUILDERS, INC., a Missouri
corporation and Ridge Creek Development, L.L.C., a Missouri Limited Liability Company,
hereinafter referred to as Second Parties (Grantees); WITNESSETH:

(4)
33'
4397
new

WHEREAS, Second Parties are or soon will be the owners of the real estate described as
Parcel #1 on Exhibit "A" (which is attached hereto and made a part hereof by reference); And

WHEREAS, First Party is the owner of the real estate described as Parcel #2 on Exhibit "A";
And

WHEREAS, there is located on Parcel #2 a well which is intended to provide water for use
on the real estate described as Parcel #1; And

WHEREAS, the First Party and Second Parties desire to hereby establish the rights and
obligations of the future owners of any portion of Parcel #1 relating to the said well;

NOW THEREFORE, the Parties hereby agree as follows:

1. The said well (and related equipment) shall be owned by First Party or its successors and
assigns.
2. Water from the said well shall be used only for normal residential purposes for one single-
family residence located on each of the lots described said Parcel #1.
3. In the event of a shortage of water, each party shall conserve the water used by that party.
4. The First Party shall be entitled to charge each owner of any lot described in Parcel #1 for
the water used by said owner. The current monthly charge for use of water from said well shall be
the sum of \$28.00 to each lot. First Party retains the right to increase said charge per month.

Page 1

Unofficial Document

Pulaski County, Missouri

5. All of the cost of maintenance and repair of the said well (and related equipment), including the cost of replacing the pump and other equipment, shall be the responsibility of the Party of the First Party.

6. Each owner of any lot described in Parcel #1 shall be separately responsible for the cost of installation, repair and maintenance of the pipes which connect that party's residence to the said well, and each party shall keep those pipes in good repair at all times. The cost of maintenance and repair of pipes which are used to distribute water to more than one of the parcels shall be paid equally by the persons who are then the fee owners of each parcel which is served by those pipes.

7. Each lot owner of any lot described in Parcel #1 hereby grants to the Party of the First Part an easement over the real estate owned by that party for purposes of maintenance, repair and replacement of the pipes which are used to distribute water from the well to the parcels.

8. Any party shall have the right to have the well water tested by a responsible local authority at any time.

9. No party shall locate or relocate any element of an individual sewage disposal system within 100 feet of the well.

10. No party shall install landscaping or improvements which will impair use of the easements granted hereby.

11. Any removal or replacement of pre-existing site improvements which are necessary for operation, maintenance, replacement, improvement, inspection or testing of the well (and related equipment) will be at the cost of the owner of such site improvements, except that costs to remove and replace a common boundary fence or wall shall be shared equally by the owners of the properties sharing this common boundary fence or wall.

12. In the event of abandonment of the water supply system, the cost of taking such reasonable action as may be required to avoid contamination of ground water or to avoid other hazards shall be paid by the Party of the First Part, or its successors and assigns.

13. Each party using water from the said well assumes the risk of damage or injury resulting from the use of that well and no other party shall be liable therefor.

14. The rights and obligations of each party hereto shall be considered to run with each of the said parcels which have been designated to be parcels entitled to obtain water from the said well, and be for the use and benefit of, and shall be binding upon, all persons hereafter having any interest in each lot described in Parcel #1.

15. If any lot owner should fail or refuse to pay the monthly water bill, within 10 days after receipt of demand therefrom, then the First Party, or its successors in interest, shall have the right to terminate the defaulting party's rights hereunder by giving written notice to that effect to the defaulting party and by causing a copy of such notice to be recorded in the Recorder's Office of Pulaski County, Missouri, and thereupon the defaulting party shall cease to have any rights hereunder

Pulaski County, Missouri

unless and until the defaulting party has cured all defaults (including payment of interest at the statutory rate on all sums due from the defaulting party). First Party or its successor shall have the right to charge to said lot owner a disconnect fee from the well water and to charge a re-connect fee in the event said lot owner pays their debt.

16. The remedies provided in Paragraph #15 hereof are not exclusive and any party shall have the right to undertake legal action against another party because of the default of the other party, and in such legal action the Court shall be authorized to award to the winning party a reasonable sum for the costs and expenses (including counsel fees) incurred by the winning party.

17. The Party of the First Part retains the right to convey all interest in said well and the easements thereto to other parties in the future, and to amend in whole or in part this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year above written.

RIDGE CREEK DEVELOPMENT, L.L.C.

By Michael S. Stoner
Michael S. Stoner, Member
By Denise R. Stoner
Denise R. Stoner, Member

"FIRST PARTY"

RIDGE CREEK DEVELOPMENT, L.L.C.

By Michael S. Stoner
Michael S. Stoner, Member
By Denise R. Stoner
Denise R. Stoner, Member

TIMBER RIDGE BUILDERS, INC.

By Donall Howser, Jr.
Donall Howser, Jr., President

Attest: Chris Diehls
Chris Diehls, Secretary
"SECOND PARTIES"

STATE OF MISSOURI)
) SS
COUNTY OF PULASKI

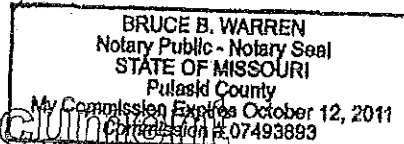
On this 21 day of APRIL, 2010, before me appeared Michael S. Stoner and Denise R. Stoner, to me personally known, who, being by me duly sworn on oath, did state that they are the sole members of Ridge Creek Development, L.L.C., a limited liability company organized under the "Missouri Limited Liability Company Act", and that by a resolution adopted by all of the members of the said limited liability company they have been authorized to execute this document on behalf of the limited liability company, and that they executed the foregoing instrument on behalf of the said limited liability company, and that said instrument is the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in WARRENVILLE, Missouri, the day and year first above written.

My term expires 10/12/11

Bruce B. Warren
Notary public

Page 3



Unofficial Document

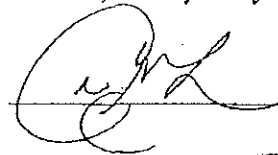
Pulaski County, Missouri

STATE OF MISSOURI)
) SS
COUNTY OF Pulaski)

On this 21st day of April, 2010, before me appeared Donald Howser, Jr. to me personally known, who, being by me duly sworn, did say that he is the President of TIMBER RIDGE BUILDERS, INC., a Corporation of the State of Missouri, and that he said ~~affirmed the foregoing instrument to be the free act and deed of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and the said Donald Howser, Jr. acknowledged said instrument to be the free act and deed of said Corporation.~~ And the said corporation has no corporate seal.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St. Robert, Missouri, the day and year first above written.

My term expires 8/24/2012.



Notary public

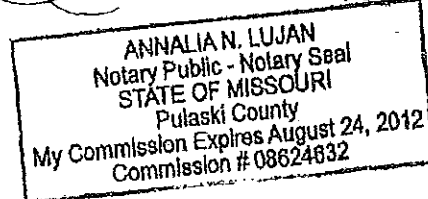


EXHIBIT "A"

Parcel #1:

All of Lots 8-A, 8-B, 9-A, 9-B, 10-A, 10-B, 11 and 12 in the RESUBDIVISION OF LOTS 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 of RIDGE CREEK DEVELOPMENT - PHASE 3, a Subdivision of Pulaski County, Missouri, according to the recorded plat thereof filed in the Recorder's Office of Pulaski County, Missouri. NOTE: TIMBER RIDGE BUILDERS INC OWNS 8A, 8B, 9A, 9B, 10A, 10B

Parcel #2:

Well Tract No. 23 - Serves All of Lots 8A, 8-B, 9-A, 9-B, 10-A, 10-B, 11 and 12 in the RESUBDIVISION OF LOTS 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 of RIDGE CREEK DEVELOPMENT - PHASE 3, a Subdivision of Pulaski County, Missouri, according to the recorded plat thereof filed in the Recorder's Office of Pulaski County, Missouri.

Well Tract No. 23 is located in the Southwest corner of 8-B in the RESUBDIVISION OF LOTS 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 of RIDGE CREEK DEVELOPMENT - PHASE 3, a Subdivision of Pulaski County, Missouri, according to the recorded plat thereof filed in the Recorder's Office of Pulaski County, Missouri.

Pulaski County, Missouri

I, RACHELLE BEASLEY, CIRCUIT CLERK AND EX-OFFICIO RECORDER
OF PULASKI COUNTY, DO HEREBY CERTIFY THAT THE
WITHIN INSTRUMENT OF WRITING WAS ON APRIL 01, 2010
AT 04:29PM, DULY FILED FOR RECORD IN THIS OFFICE IN
DOC NO.: 2010-2088

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND
AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN WAYNEVILLE, MO
RACHELLE BEASLEY (CIRCUIT CLERK)

BY: Dasha Brand, DEPUTY



Legal Description on Page 4

AGREEMENT FOR JOINT USE OF WELL NO. 24

THIS AGREEMENT, Made and Entered into this 31 day of March, 2010,
by and between Ridge Creek Development, L.L.C., a Missouri Limited Liability Company,
hereinafter referred to as First Party (Grantor); WITNESSETH:

WHEREAS, First Party is the owner of the real estate described as Parcel #1 on Exhibit "A"
(which is attached hereto and made a part hereof by reference); And

WHEREAS, First Party is the owner of the real estate described as Parcel #2 on Exhibit "A";
And

WHEREAS, there is located on Parcel #2 a well which is intended to provide water for use
on the real estate described as Parcel #1; And

WHEREAS, the First Party desires to hereby establish the rights and obligations of the future
owners of any portion of Parcel #1 relating to the said well;

NOW THEREFORE, the First Party hereby agrees as follows:

1. The said well (and related equipment) shall be owned by First Party or its successors and assigns.
2. Water from the said well shall be used only for normal residential purposes for one single-family residence located on each of the lots described in said Parcel #1.
3. In the event of a shortage of water, each party shall conserve the water used by that party.
4. The First Party shall be entitled to charge each owner of any lot described in Parcel #1 for the water used by said owner. The current monthly charge for use of water from said well shall be the sum of \$28.00 to each lot. First Party retains the right to increase said charge per month.

Pulaski County, Missouri

5. All of the cost of maintenance and repair of the said well (and related equipment), including the cost of replacing the pump and other equipment, shall be the responsibility of the Party of the First Part.

6. Each owner of any lot described in Parcel #1 shall be separately responsible for the cost of installation, repair and maintenance of the pipes which connect that party's residence to the said well, and each party shall keep those pipes in good repair at all times. The cost of maintenance and repair of pipes which are used to distribute water to more than one of the parcels shall be paid equally by the persons who are then the fee owners of each parcel which is served by those pipes.

7. Each lot owner of any lot described in Parcel #1 hereby grants to the Party of the First Part an easement over the real estate owned by that party for purposes of maintenance, repair and replacement of the pipes which are used to distribute water from the well to the parcels.

8. Any party shall have the right to have the well water tested by a responsible local authority at any time.

9. No party shall locate or relocate any element of an individual sewage disposal system within 100 feet of the well.

10. No party shall install landscaping or improvements which will impair use of the easement granted hereby.

11. Any removal or replacement of preexisting site improvements which are necessary for operation, maintenance, replacement, improvement, inspection or testing of the well (and related equipment) will be at the cost of the owner of such site improvements, except that costs to remove and replace a common boundary fence or wall shall be shared equally by the owners of the properties sharing this common boundary fence or wall.

12. In the event of abandonment of the water supply system, the cost of taking such reasonable action as may be required to avoid contamination of ground water or to avoid other hazards shall be paid by the Party of the First Part, or its successors and assigns.

13. Each party using water from the said well assumes the risk of damage or injury resulting from the use of that well and no other party shall be liable therefor.

14. The rights and obligations of each party hereto shall be considered to run with each of the said parcels which have been designated to be parcels entitled to obtain water from the said well, and be for the use and benefit of, and shall be binding upon, all persons hereafter having any interest in each lot described in Parcel #1.

15. If any lot owner should fail or refuse to pay the monthly water bill, within 10 days after receipt of demand therefrom, then the First Party, or its successors in interest, shall have the right to terminate the defaulting party's rights hereunder by giving written notice to that effect to the defaulting party and by causing a copy of such notice to be recorded in the Recorder's Office of Pulaski County, Missouri, and thereupon the defaulting party shall cease to have any rights hereunder unless and until the defaulting party has cured all defaults (including payment of interest at the

Unofficial Document

Pulaski County, Missouri

EXHIBIT "A"

Tract #1:

All of Lots 3-A, 3-B, 3-C, 4-A, 4-B, 4-C, and 4-D, in the RESUBDIVISION OF LOTS 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 of RIDGE CREEK DEVELOPMENT - PHASE 3, Subdivision of Pulaski County, Missouri, according to the recorded plat thereof filed in the Recorder's Office of Pulaski County, Missouri.

ALSO All of Lot 2 RIDGE CREEK DEVELOPMENT - PHASE NO. 3, a Subdivision of Pulaski County, Missouri, according to the recorded plat thereof filed in the Recorder's Office of Pulaski County, Missouri.

Tract #2:

Well Tract No. 24 - Serves All of Lots 3-A, 3-B, 3-C, 4-A, 4-B, 4-C, and 4-D, in the RESUBDIVISION OF LOTS 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 of RIDGE CREEK DEVELOPMENT - PHASE 3, Subdivision of Pulaski County, Missouri, according to the recorded plat thereof filed in the Recorder's Office of Pulaski County, Missouri.

ALSO All of Lot 2 RIDGE CREEK DEVELOPMENT - PHASE NO. 3, a Subdivision of Pulaski County, Missouri, according to the recorded plat thereof filed in the Recorder's Office of Pulaski County, Missouri.

Well No. 24 is located on the Northwesterly line of Lot 3-B in the RESUBDIVISION OF LOTS 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 of RIDGE CREEK DEVELOPMENT - PHASE 3, Subdivision of Pulaski County, Missouri, according to the recorded plat thereof filed in the Recorder's Office of Pulaski County, Missouri.