I, RACHELLE BEASLEY, CIRCUIT CLARK AND SK-OFFICIO RECORDER OF PULASKI COUNTY, DO HERRBY CRATIFY THAT THE BITHIN INSTRUMENT OF VRITING WAS ON MAY 09, 2012 AT 02:45PM, OULY FILED FOR RECORD IN THIS OFFICE IN DOC NO.: 2012-3216

IN VITNESS WHEREOF, I HAVE HEREURTO SET MY HAND AND APPILED BY OFFICAL SEAL AT BY OFFICE IN VAYMESVILLE, BO RACHELLE BEASLEY (CIRCUIT CLERK)

BY: Ushley State be DRPDRY



Legal Description is on Page ___5__

AGREEMENT FOR JOINT USE OF WELL NO. 7

THIS AGREEMENT, Made and Entered into this day of APCIL, 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:

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 eyent 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.

4) 33-LL7 5656

STATE OF MISSOURI)	
COUNTY OF PULASKI) \$8)	· · · · · · · · · · · · · · · · · · ·
Robert 3, Dripen and Michelle Dri	osti' ula musivo ute	2007, before me personally appeared known to be the persons described in and edged that they executed the same as their
IN TESTIMONY VYHEREO	F, I have hereunto	set my hand and affixed my official seal at soun, the day and year first above written.
My term expires 12-11-10		Huy Dane Notary public
		STACY DAME Notary Public - Notary Seal STATE OF MISSOURI Lacede County - Comm. #06392377 My Commission Expires Dec. 11, 2010
· ·	はくいしいさ りんり	

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,

I, RACHELLE BRASLEY, CIRCUIT CLERK AND LA-OFFICED RECORD
OF PULASKI COUNTY, DO HERBBY CERTIFY THAT THE
WITHIN INSTRUMENT OF WRITING WAS ON MAY 03, 2010
AT 01:36FM, DULY FILED FOR RECORD IN THIS OFFICE IN
DOC NO.: 2010-2616

IN WITHESS WHEREOF, I HAVE HEREUNTO SET AY BAND AND AFFIXED BY OPPICAL SEAL AT BY OFFICE IN WAYNESVILLE, NO RACHELLE BEASLEY (CIRCUIT CLERK)

BY: Dava Ball, 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 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:

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 Parcol #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

33 4480

- 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 proporties 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 cuted 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. Michael Kindred enise Stoner Denise R. Stoner, Member "SECOND PARTIES" "FIRST PARTY STATE OF MISSOURI SS COUNTY OF PULASKI On this 28th day of Horal _, 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 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Missouri, the day and year first above written. my office in Notary public My term expires Page 3 State of Missouri Commissioned for Wright County

Umofficial

STATE OF MISSOURI)	
COUNTY OF PULASKI) SS	
Kindred and Patricia A. Kindred, his wife, to m	2010, before me personally appeared Michael as known to be the persons described in and who edged that they executed the same as their free act
•	reunto set my hand and affixed my official seal at Missouri, the day and year first above written.
My term expires RUG 3, 212.	amu Plumon. Notary public
inty actin comprises	110toly plante

AMEE L. DUMAS

Notary Public - Notary Seal
STATE OF MISSOURI
Puteski County

My Commission Explinis 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.

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

IN WITHESS WHEREOF, I HAVE HEREURTO SET MY HAND AND AFFIXED MY OFFICAL SEAL AT MY OFFICE IN WAYRESVILLE, NO RACHELLE BEASLEY (CIRCUIT CLERK)

1: Ushley Stocktelpe, DEPUT



Legal Description is on Page ___5__

AGREEMENT FOR JOINT USE OF WELL NO. 7

THIS AGREEMENT, Made and Entered into this <u>Lo</u> day of <u>APP1L</u>, 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:

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.

. 7 APRIL , 2012, 33-

- 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 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.

apovo willion.	
RIDGE CREEK DEVELOPMENT, L.L.C.	
By Michael S. Stoner, Member	Bryan McCollum
By Denise R. Stoner, Menber	"SECOND PARTY"
"FIRST PARTY"	NOTARY OFFICE
STATE OF MISSOURI) SS	SEASON COMPANION OF THE PROPERTY OF THE PROPER
COUNTY OF PULASKI)	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 tent. L.L.C., a limited liability company organized
	Act", and that by a resolution adopted by all of the
	ey have been authorized to execute this document
	at they executed the foregoing instrument on behalf
of the said limited liability company, and tha company.	t said instrument is the free act and deed of said
	reunto set my hand and affixed my official seal at
my office in 51, 120 bent m0	_, Missouri, the day and year first above written.
	Mr. O.
My term expires 4/28/15	Kall Koilbut Notary public

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.

Pulaski County,

Recording Date/Time: 10/22/2013

Instr #: 201307143

Type: AGRE

Pages: Fee:

Rachelle Beasley, Recorder of Deads

Legal Description is on Page 4

AGREEMENT FOR JOINT USE OF WELL NO. 8

THIS AGREEMENT, Made and Entered into this 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 singlefamily 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,

- 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.
- 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.

- 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	Anh Othic
\. 0 0 c :	Androw Thompson
Denise R. Stoner, Member	"SECOND PARTY"
"TIRST PARTY	•
STATE-OF MISSOURI)) SS	
COUNTY OF PULASKI On this 10 day of 70 01, 20	13, before me appeared Michael S. Stoner and Denis
R. Stoner, to me personally known, who, being by me	
nembers of <u>Ridge Creek Dovelopment, L.L.C.</u> , a fimit Limited Liability Company Act ^a , and that by a resoluti	
lability company they have been authorized to execu	
company, and that they executed the foregoing instruc	nent on behalf of the said limited liability company
and that said instrument is the free act and deed of said	
	set my hand and affixed my official scal at my office day and year first above written.
in Car 1 10 100001, ale	day and year hist above wither.
(Therian 17. Willow
My term expires	Notary public
Page	
	THERESA G. WEBB
	Notary Public - Notary Seal STATE OF MISSOURI
	Pulaski County My Commission Expires February 6, 2017
	Commission # 13446060

Unofficial

STATE OF MISSOURI)	
) 88	
COUNTY OF PULASKI)	•
	2013, before me personally appeared Andrew
Thompson, to me known to be the person deseri	bed 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 he	ereunto set my hand and affixed my official seal at
my office in St. Wolft	, Missouri, the day and year first above written.
	Therma & Wards
My term expires	Notary public

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

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.

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

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

2 HALA MET DEPUTY



16-6137 GL7

AGREEMENT FOR JOINT USE OF WELL NO. 9

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

- 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.

Page Two

- 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.

By Carlo Stoner, Member	By Michael Stoner, Member
FIRST PARTY By John Calaba Bobby D. Walters By Matthew F. Louvet SECOND PARTY	By Myalta M. Walters By Maga Balta Megan B. Louvet
STATE OF MISSOURI COUNTY OF PULASKI On this	Development, L.L.C., a Missouri dithe foregoing instrument on behalf of
IN TESTIMONY WHEREOF, I have here official seal at my office in St. Probert above written.	unto set my hand and affixed my , Missouri, the day and year first Notary public
My term expiresPage Four	KEVIN W. SARGENT My Commission Expires August 30, 2009 Putast County Commission #05769296

Exhibit 66A?9

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.

1, 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 04:13PH, DULY FILED FOR RECORD IN THIS OFFICE IN DOC NO.: 2006-9745

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

2 At Homes DEPUTY



335-6751 645

AGREEMENT FOR JOINT USE OF WELL NO. 9

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.

Page One

- 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.
- 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.

Page Two

- 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.	
By Call Style Denise Stoner, Member	By Michael Stoner, Member
FIRST PARTY	·
STATE OF MISSOURI COUNTY OF PULASKI	
On this Ath day of December, Stoner and Denise Stoner, to me personally know say that they are the sole members of Ridge Creek Limited Liability Company, and that they execute said Company by authority of its members, and the free act and deed of said Company.	n, who, being by me duly sworn, did Development, L.L.C., a Missouri d the foregoing instrument on behalf of
IN TESTIMONY WHEREOF, I have here official seal at my office in St. Nobert	eunto set my hand and affixed my, Missouri, the day and year first
above written.	
	MUSA
	Notary public
My term expires	
	KEVIN W. SARGENT My Connelssion Expires August 30, 2009 Pulaski County Commission #05763295

Page Four

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.

PULLASKI COUNTY DO HERERY CERTIFY THAT THE

OF PULASKI COUNTY, DO HEREBY CERTIFY THAT THE BITHIN INSTRUMENT OF BRITING WAS ON JANUARY 07, 2011 AT 09:38AH, DULY FILED FOR RECORD IN THIS OFFICE IN DOC NO.: 2011-172

IN WITNESS WHEREOF, I HAVE HEREURTO SET MY HARD AND APPLIED MY OFFICAL SEAL AT MY OFFICE IN MAYNESVILLE, NO RACHELLE BEASLEY (CIRCUIT CLERK)

BY: Cada Fay, x D. DEPUTY

Legal Description is on Page ___8__

AGREEMENT FOR JOINT USE OF WELL NO. 11

THIS AGREEMENT, Made and Entered into this Cth day of remove , 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.

Page 1

Unofficial Document

(3) Understand

- 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.

- 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 Mille Foner	By Mise Stoner
Michael S. Stoner, Member	Denise R. Stoner, Member
"FIRS	T PARTY"
Went Miller	Man
Berndt F, Spittka By M	/Marcus R. Ricks
	ney Infact
Tasha N. Ricks	Stacy L. Ball
Christiana Ball	Sarah R. L. Garrett
·	
Keith I. Garrett	Rucy A. Vaca
Neall/	Angu
Neal Green	Ashley Green
	Page 3

- 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.

Michael S. Stoner, Member	Ву	Denise R. Stoner, Member
	RST PARTY"	
	÷	,
	. ,	
Berndt F. Spittka		Marcus R. Ricks
		SE-27611
Tasha N. Ricks		Stacy L. Ball
	•	•
Ball		Sarah R. L. Garrett
Keith I. Garrett		Rucy A. Vaca
Neal Green	Page 3	Ashley Green

- 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.

y		Ву
	Michael S. Stoner, Member	Denise R. Stoner, Member
	"FIRS"	r party"
	•	
	Berndt F. Spittka	Marcus R. Ricks
	Tasha N. Ricks	Stacy L. Ball
, 	Ball	Sarah R. L. Garrett
	Keith I, Garrett	Rudy A. Vaca

		Ashley Green

- 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.

D.,	D ₂₂
Michael S. Stoner, Member	By Denise R. Stoner, Member
"FIRS	ST PARTY"
Berndt F. Spittka	Marcus R. Ricks
Tasha N. Ricks	Stacy L. Ball
Bali	Sarah R. L. Garrett
Keith of Donald	
Keith I. Garrett	Rucy A. Vaca
Neal Green	Ashley Green

Unofficial Document

Page 3

- 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, LL.C.

Michael S. Stoner, Member	Ву	Denise R. Stoner, Member
"FIR	ST PARTY"	
•		
Berndt F. Spittka	_,	Marcus R. Ricks
Tasha N. Ricks		Stacy L. Ball
Ball		Sarah R. L. Garrett
Keith I. Garrett	<u>-</u>	Rucy A. Vaca
Neal Green	Page 3	Ashley Green

Pulaski Cou	inty, Missouri	
Kiley S. Davis	Luggy A. Klavis Peggy L. Davis	
	Waring golf	
Mark Porrett	Wadeana Porrett	
"SECOND PARTIES"		
STATE OF MISSOURI)) SS		
COUNTY OF PULASKI)	A010 1 . C	
On this Oth 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 Strong Whereoff and the said instrument is the day and year first above written.		
	D Tolli	
My term expires	1) Llei Hitchu Notary public	
	BREA FLETCHER Notary Public - Notary Seal State of Missouri Commissioned for Wright County My Commission Emires: September 08, 2013 Commission Number: 09865080	
STATE OF Missouri) SS		
COUNTY OF Kulaski)	2011 Lating and accountly appear I Dam 4	
On this		
BREA FLETCHER Notary Public - Notary Seal State of Missouri Commissioned for Wright County My Commission Express September 08, 2013 Commission Number: 09865080	Talle Jutchy Notary public	

Page 4

STATE OF Missouri) SS
COUNTY OF Kulaski)
On this 3 rd day of <u>January</u> , 2011, before me personally appeared Stacy L. Ball and <u>Christiana</u> 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. Probert, Missouri, the day and year first above written.
Buen Hitcher
My term expires Notary public
BREA FLETCHER Notary Public - Notary Seal State of Missouri Compulsioned for Whight County

STATE OF Missouri)
COUNTY OF Pulash;) SS
On this the day of Canada 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 Sl. Bobard, Missouri , the day and year first above written.
Bua Tutcher
My term expires Notary public
BREA FLETCHER Notary Public - Notary Seat State of Missouri Commissioned for Wright County My Commission Express September 08, 2013 Commission Number: 09865080
STATE OF Weshington) COUNTY OF Virce)
COUNTY OF Virce
On this A day of Mecrober, 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 lose Levis - McChord, Why the day and year first above written.
helle.
My term expires 30 Nec 2011. Notary public
Sayoo

Page 6

STATE OF IVISSOUM)
COUNTY OF Rulaski)
On this Ald day of December, 2010, before me personally appeared Neal Green an 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. Polyert, Missouri, the day and year first above written.
Brea Futcher Notary public
My term expires BREA FLETCHER Notary Public - Notary Saal State of Missour Commissioned for Wright County My Commission Expires: September 08, 2013 Commission Number: 09865080
STATE OF Missouri) SS COUNTY OF Pileusici)
On this Uth day of Junuary, 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. Bobest, Wissouri , the day and year first above written.
Notary public BREA FLETCHER Notary Public - Notary Seal State of Missouri Commissioned for Wight County Ny Commission Expire September 98, 2013 Commission Humber: 09885080

STATE OF MISSOURI)
) SS
COUNTY OF PULASKI)
Marcus R. Ricks, attorney in fact fo being by me first duly sworn on oat of, and as attorney in fact for, the sa Ricks is now living and sane and is said Marcus R. Ricks acknowledged Marcus R. Ricks.	perender, 2010, before me personally appeared or Natasha Ricks, who is personally known to me and who, h, stated that he executed the foregoing instrument on behalf aid Natasha Ricks, and who did say that the said Natasha single, and has not revoked the power of attorney, and the d said instrument to be the free act and deed of the said DF, I have hereunto set my hand and affixed my official seal at , Missouri, the day and year first above written.
My term expires	BREA FLETCHER Notary Public - Notary Seal State of Misseuri

STATE OF Missouri)	
COUNTY OF Pulaski) SS	
Porrett and Wadeana Porrett, her husband, to	, 2010, before me personally appeared Mark me known to be the persons described in and who vieldged that they executed the same as their free act
IN TESTIMONY WHEREOF, I have h my office in <u>St. Hobert, Missaun</u>	tereunto set my hand and affixed my official seal at the day and year first above written.
My term expires .	Bla Futcher Notary public
BREA FLETCHER Notary Public - Notary Seal State of Missouri Commissioned for Wright County My Commission Endres: September 08, 2013 My Commission Humber (19885080)	Twotaty 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.

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

IN VITHESS WHEREOF, I HAVE HEREURTO SET MY HAND AND AFFIXED HY OFFICAL SEAL AT HY OFFICE IH WAYHESVILLE, HO RACHELLE BEASLEY (CIRCUIT CLERK)



Legal Description is on Page __6_

AGREEMENT FOR JOINT USE OF WELL NO. 13

THIS AGREEMENT, Made and Entered into this _____ day of ___ 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:

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 singlefamily 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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- 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.

Page 2 Unofficial Document

- 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.

Michael S. Stoner, Member

"FIRST PARTY

Todd C. Dean

"SECOND PARTIES"

STATE OF MISSOURI)
) SS COUNTY OF PULASKI)
On this day of d
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 Chrung 23, 2002 Shirley Sense Notary public
SHIRLEY SPENCER My Contribssion Expires January 23, 2012 Texts County Commission #06416119
STATE OF MISSOURI)
) SS COUNTY OF PULASKI)
On this day of <u>April</u> , 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, Missouri, the day and year first above written.
My term expires Canuary 33, 301,3 Sirley Spencer Notary public
SHIRLEY SPENCER My Commission Explies January 23, 2012 Texas County Commission #08416119 Page 4
Unofficial Document

STATE OF MISSOURI)
) SS COUNTY OF PULASKI)
On this day of
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 July 33, 3012 Shirly Februs Notary public
SHIRLEY SPENCER Wy Commission Expires January 23, 2012 SEAL STEVEN Commission #03416119
STATE OF MISSOURI)) SS
COUNTY OF PULASKI)
On this day of day of ,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, Missouri, the day and year first above written.
My term expires January 23, 3012 Shirley Spines Notary public
SHIRLEY SPENCER My Commission Express January 23, 2012 Texas County Commission #08416119 Page 5
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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 northwest corner of the well enclosure; thence South 35° 00' West 5.1 feet to the southwest corner of the well enclosure; thence South 35° 00' West 5.1 feet to the southwest corner of the well enclosure; thence South 35° 00' East 2.14 feet to the point of beginning. Description from survey made by Gary B. George under date of September 5, 2007.

1, RACHELLE BEASLEY, CIRCUIT CLERK AND EX-OFFICIO RECORDER OF PULASKI COURTY, DO HEREBY CERTIFY THAT THE KITHIN INSTRUMENT OF WRITING WAS ON SEPTEMBER 09, 2008 AT 01:28PM, DULY FILED FOR RECORD IN THIS OFFICE IN DOC NO.: 2008-5846

IN VITNESS WHEREOF, I HAVE HEREUNTO SET HY HAND AND AFFIXED MY OFFICAL SEAL AT MY OFFICE IN WAYNESVILLE, HO RACHELLE BEASLEY (CIRCUIT CLERK)

BY: Wacha Prevell DX, DEPUTY

Legal Description is on Page_6_

AGREEMENT FOR JOINT USE OF WELL NO. 17

THIS AGREEMENT, Made and Entered into this 27 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 Nicolas 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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- 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.

- 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

David J. West

Daniel L. O'Dell

Nicholas Lapez

Nicholas Lapez

Steven W. Long

"SECOND PARTIES"

STATE OF MISSOURI))		
COUNTY OF PULASKI)		
On this A day of Aug Denise R. Stoner, to me personally I are the sole members of Ridge Cree under the "Missouri Limited Liability members of the said limited liability composite said limited liability compa company. IN TESTIMONY WHEREC my office in St. Robert My term expires JENNY OU My Commission August 26, Pulasid Commission 40	cnown, who, being the Development of Company Act company they pany, and that the ny, and that satisfy, I have hereunded. ICK Expires 2009 unty	ng by me duly sworn of L.L.C., a limited liab ", and that by a resoluth have been authorized bey executed the foregoid instrument is the factorial and a liab to set my hand and a	on oath, did state that they oility company organized tion adopted by all of the to execute this document oing instrument on behalf free act and deed of said
TATE OF MISSOURI OUNTY OF PULASKI)) SS		
On this 39th day of Auc	nnzt.	, 2008, before me per	rsonally appeared David
West and Julie M. West, his wife, t e foregoing instrument, and acknow	o me known to	be the persons describ	ed in and who executed
IN TESTIMONY WHEREOF y office in <u>St. Robert</u>			fixed my official seal at year first above written.
y term expires	·	fee	Notary public
NOTARY My Corn Augus SEAL Puta	NY QUICK mission Expires st 28, 2009 ski County don #05473681		

				-
STATE OF MISSOURI)			
COUNTY OF PULASKI) SS)			
On this <u>29</u> day of <u>At</u> L. O'Dell and Nicole B. O'Dell, he executed the foregoing instrument, and deed.	ils wife, to me	known to be the p	ersons described in	and who
IN TESTIMONY WHERE my office in <u>St. Probert</u>	OF, I have here		nd affixed my offic and year first abov	
•	•	(101)	W	
My term expires	'		Notary p	ublic
SEAL SEAL	JENNY QUICK y Commission Explies August 26, 2009 Pulaski County mmission \$05473661	1		
TATE OF MISSOURI)) \$S)			
On this <u>29th</u> day of	s wife, to me l	mown to be the pe	rsons described in	and who
IN TESTIMONY WHEREO y office inSt. Robert			d affixed my offici and year first above	
y term expires	······································	7	Notary pu	iblic
JENNY NOTARY SEAL ST Putaski COPUSSION	sion Expires 18, 2009 County	/		

STATE OF MISSOURI)) \$\$	•		
COUNTY OF PULASKI) 33			
On this Ath day of W. Long and Janene K. Long, executed the foregoing instrume and deed.				
IN TESTIMONY WHER	LEOF, I have her		and affixed my official: y and year first above w	
My term expires	•	(fee'	Notary publi	ic
NOTARY	JENNY QUICK My Commission Exp August 26, 2003 Pritaski County	okres. 3		

EXHIBIT "A"

Commission #05473681

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 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, Miş

1, RACHELLE BEASLEY, CIRCUIT CLERK AND EX-OFFICIO RECORDER OF PULASKI COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS ON MARCH 24, 2610 AT 02:25PH, DULY FILED YOR RECORD IN THIS OFFICE IN DOC NO.: 2010-1745

IN BITHESS WHEREOF, I HAVE HEREUNTO SET AY HAND AND AFFIXED BY OFFICAL SEAL AT MY OFFICE IN WAYNESVILLE, NO RACHELLE BEASLEY (CIRCUIT CLERK)

BY: Molino Bogo (V), DEPUTY

Legal Description is on Page _8_

AGREEMENT FOR JOINT USE OF WELL NO. 18

THIS AGREEMENT, Made and Entered into this 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 Monris 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:

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.

Page 1

Unofficial Document

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- 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.

- 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 casements 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 DEVELORMENT, L.L.C.	
Ву	Ву
Michael S. Stoner, Member	Denise R. Stoner, Member
'FIRST PARTY	
Eric W. Timmerman	Barbara Helen Timmerman
Myslumin	Liliana Casanova
Jorenzo Casanoya	Liliana Casanova
Mary Ill	, Knowsky
Latry D. Hurd	Ruby A. Hutd
	V
Robert E. Hausken	Christy J. Hausken
Ellay DN H	(mele M) ratton
Bobby D. Walters	Angela M. Walters

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 become 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 logal 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 #55) 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. Stone	By Donise R Stoner
Michael S. Stoner, Member	Denise R. Stoner, Member
"FIRST PARTY	
· .	
Eric W. Timmerman	Barbara Holen Timmerman
Lorenzo Casanova	Liliana Casanova
4	
Larry D. Hurd	Ruby A. Hurd
(and It	(N) Attack
Robert E. Hausken	Christy I Hausken
Bobby D. Walters	Angela M. Walters

- 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 bereunder by giving written notice to that offect 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 bereunder 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	Ву
Michael S. Stoner, Member	Denise R. Stoner, Member
"FIRST PARTY	
molinan o	
Eric W. Timmerman	Burbara Holen Timmerman
. Lorenzo Casanova	Liliana Casanova
Larry D. Hurd	Ruby A. Hurd
Robert E. Hausken	Christy J. Hausken
Bobby D. Walters	Angela M. Walters

- 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 offect to the defaulting party and by causing a copy of such notice to be recorded in the Recorder's Office of Pulaski County, Missouti, 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	Ву	
Michael S. Stoner, Member	Denise R. Stoner, Member	
"FIRST PARTY	M Dimmerman	
Eric W. Timmerman	Barbara Helen Timmerman	
, Lorenzo Casanova	Liliana Casanova	
Larry D. Hurd	Ruby A. Hurd	
Robert E. Hausken	Christy J. Hausken	
Bobby D. Walters	Angela M. Walters	

The state of the s	garantee and a constitution of the second se
Jesus Gaza, Ir.	Julie Garza
and the second s	Per Many F
Craig L. Rudy	Devin Morris Forsymb
Craig D. Kildy	Devin Moths Polygais
"SECOND I	PARTIES"
STATE OF MISSOURI)	
) SS	
COUNTY OF PULASKI	
	2010, before me appeared Michael S. Stoner and
Denise R. Stoner, to me personally known, who, be	
are the sole members of <u>Ridge Creek Developmer</u>	
under the "Missouri Limited Liability Company A	
members of the said limited liability company they	
on behalf of the limited liability company, and that of the said limited liability company, and that s	
company.	and the mountaint is the ties act and deed of stic
	unto set my hand and affixed my official seal at
	Missouri, the day and year first above written.
	1
My term expires	Notary public
	(
	·
STATE OF MISSOURI)	
) SS	
COUNTY OF PULASKI	/
On this day of	2010, before me personally appeared Eric
V. Timmerman and Barbara Helen Timmerman hi	
n and who executed the foregoing instrument, and heir free act and deed.	recommended must may executed the same as
	into set my hand and affixed my official seal at
	Missouri, the day and year first above written.
1y term expires	\ Notary public
	,
Page 4	
	5 1

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· Pulaski Cou	anty, Missouri
About.	Julie George
Jesus Garza, Ir.	.Milie Garza
Czelg L. Rudy	Devin Morris Forsythe
"SECONI	D PARTIES"
	_, 2010, before me appeared Michael S. Stoner and
are the sole members of Ridge Creek Developm under the "Missouri Limited Liability Company members of the said limited liability company the on behalf of the limited liability company, and the	being by me duly swom on eath, did state that they nent. L.L.C., a limited liability company organized Act", and that by a resolution adopted by all of the mey have been authorized to execute this document at they executed the foregoing instrument on behalf at said instrument is the free act and deed of said
company. IN TESTIMONY WHEREOF, I have be my office in <u>St. Robert</u>	meunto set my hand and affixed my official seal at , 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	Annual and the state of the sta
COUNTY OF PULASKI) \	
, .	, 2010, before me personally appeared Eric his wife, to me known to be the persons described and acknowledged that they executed the same as
IN TESTIMONY WHEREOF, I have being office in	reunto set my hand and affixed my official seal at, Missouri, the day and year first above written.
My term expires	Notary public
Page	TO A

Unofficial Document

STATE OF ALABAMA)	
county of <u>Madison</u>)	SS
On this A day of MA	, 2010, before me personally appeared Eric lelen Timmerman, to me known to be the person described
	rument, and acknowledged that he executed the same as
his free act and deed.	,
	I have hereunto set my hand and affixed my official seal at
my office in <u>Huntsville</u>	, Alabama, the day and year first above
written.	e age
0.4 0.2 0.	11. Notary public
My term expires Of US XO	Notary public
•	and the state of t
•	San James Control

Barbara Helen Timmerman

STATE OF NEW JERSEY))SS	
COUNTY OF Froms)	·
Barbara Helen Timmerman, wife described in and who executed th same as her free act and deed. IN TESTIMONY WHER	of Eric W. Time e foregoing instr EOF, I have here	, 2010, before me personally appeared merman, to me known to be the person rument, and acknowledged that she executed the runto set my hand and affixed my official seal
at my office in So	Norhoc	, New Jersey, the day and year first above
		July States
My term expires <u>AU6. 02, 2</u>	210	Notary Public

Ministry Public, State of New Jarsey
No. 2258638

Qualified in Monts County
(a) Commission Expires Aug. 2, 2010



etatuaesaniei
STATE OF MISSOURI)) SS
COUNTY OF PULASKI)
On this 10 day of 1000 , 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, Missouri, the day and yearfirst above written.
My term expires 11.3.2013. Clibro 15. Union Notary public
AUSSA N. WALCH Notary Public, Notary Seal State of Missouri Maries County Commission # 09890357 My Commission Expires November 08, 2013
STATE OF MISSOURI)
) SS COUNTY OF PULASKI)
On this 10th day of 1000 , 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 seel at my office in, Missouri, the day and year first above written.
My term expires 11.3.203. Motary public Notary public
ALISSA N. WALCH Notary Public, Notary Seal State of Missouri Maries County Commission # 09890357 My Commission Expires November 03, 2013

Page 5

STATE OF MISSOURI)	
COUNTY OF PULASKI) SS	
On this day of E. Hausken and Christy J. Hausken, his wife, to rexecuted the foregoing instrument, and acknowle	
IN TESTIMONY WHEREOF, I have her my office in	eunto set my hand and affixed my official seal at , Missouri, the day and year first above written.
My term expires	Notary public
STATE OF MISSOURI)) SS COUNTY OF PULASKI)	
12147 1000 10	7
	eunto set my hand and affixed my official seal at Missouri, the day and year first above written.
/ly term expires 11 · 3 · 2013	Aliabo la Carola Notary public
· [AUSSA N. WALCH AUSSA N. WALCH ary Public, Notary Seal State of Missouri Maries County mmission # 09890357

Page 6

· Pulaski	County	Missouri
STATE OF MISSOURI) :	
COUNTY OF PULASKI) \$3)	
E. Hausken and Christy J. Hausker	n, his wife, to me known to l	efore me personally appeared Robert se the persons described in and who y executed the same as their free act
IN TESTIMONY WHERE my office in <u>St. Rokovy</u> t		hand and affixed my official scal at he day and year first above written.
	· Ca	Ju L
My term expires 8-24-12		Notary public
	Мус	ANNALIA N. LUJAN Notary Public - Notary Seal STATE OF MISSOURI Pulaski County Commission Expires August 24, 2012 Commission # 08624632
STATE OF MISSOURI)) SS	
COUNTY OF PULASKI) \	
On this day of		fore me personally appeared Bobby
D. Walters and Angela M. Walters executed the foregoing instrument,		

2

IN TESTIMONY WHEREOF, I have herewate set my hand and affixed my official seal at

Missouri, the day and year first above written.

Notary public

and deed.

my office in

My term expires

•	
STATE OF MISSOURI)	
COUNTY OF PULASKI) SS	
Garza, Jr. and Julie Garza, his wife, to me know	2010, before me personally appeared Jesus on to be the persons described in and who executed at they executed the same as their free act and deed.
IN TESTIMONY WHEREOF, I have be my office in St. Robert	ereunto set my hand and affixed my official seal at, Missouri, the day and year first above written.
My term expires 8-24-12	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)	
L. Rudy, to me known to be the person described	, 2010, before me personally appeared Craig in and who executed the foregoing instrument, and ee act and deed. And the said Craig L. Rudy further
IN TESTIMONY WHEREOF, I have he my office in St. Robert	reunto set my hand and affixed my official seal at, Missourl, the day and year first above written.
My term expires 8-24-12.	Notary public ANNALIA N. LUJAN
	Notary Public - Notary Seal STATE OF MISSOURI Pulaski County My Commission Expires August 24, 2012

Page 7

STATE OF MISSOURI)		
) 83		
COUNTY OF PULASKI) .		
On this 15th day Morris Forsythe, to me kno instrument, and acknowledg Devin Morris Forsythe furth	wn to be the person ed that he executed	the same as his free act and	ecuted the foregoing
IN TESTIMONY W	HEREOF, I have her	eunto set my hand and affix _, Missouri, the day and yea	ed my official seal at ir first above written.
My term expires 1.3.6	1013_	alison	Notary public
	M	AUSSA N. WALCH Notary Public. Notary Seal State of Missouri Maries County Commission # 09890357	

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.

1. RACHELLE BEASLEY, CIRCUIT CLERK AND E2-OFFICIO RECORDER OF PULASKI COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS ON JULY 08, 2010 AT 03:34PH, DULY FILED FOR RECORD IN THIS OFFICE IN DOC NO.: 2010-4231

IN PITHESS WHEREOF, I HAVE HEREONTO SET MY HAND AND APPLIXED MY OPPICAL SEAL AT MY OPPICE IN WAYNESVILLE, NO RACHELLE BEASLEY (CIRCUIT CLERK)

BY: Dasho, Band, DEPUTY

Legal Description is on Page 6

AGREEMENT FOR JOINT USE OF WELL NO. 22

THIS AGREEMENT, Made and Entered into this and of 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:

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.

Page 1

Unofficial Document

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- 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.

- 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	
Denise R. Stoner, Member "FIRST PARTY	
CB CONTRACTING, LLC	T.R.B. BUILDERS, L.L.C.
By Derek Cooper, Member	By Inmis R. Rollins, Member
By Billy Buechter, Member	TIMBER RIDGE BUILDERS, INC.
RIDGE CREEK DEVELOPMENT, L.L.C.	By All
By Michael S. Stren	Donald Howser, Jr., President
Michael S. Stoner, Member	Attest:
Denise & Stoner, Member	Chris Diehls, Secretary
Detroe of proffer talentoer	•

"SECOND PARTIES" Page 3

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Unofficial Document

Pulaski County, Missouri STATE OF MISSOURI COUNTY OF PWAYL On this 215t 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. Roby t , 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 STATE OF MISSOURI COUNTY OF Pulaski ss On this 21st day of ADVI _____, 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 the table south xelferenderforegoinginstruction the comparate souls fresh from paratical, and that said instrument was signed and acaded 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 , Missouri, the day and year first above written. My tern expires 2/24/2012 ANNALIA N. LUJAN Notary Public - Notary Seal STATE OF MISSOURI Page 5 Pulaski County My Commission Expires August 24, 2012 Commission # 08624632

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EXHIBIT "A"

Parcel #1:

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.

I, RACHELLE BEASLEY, CIRCUIT CLERK AND EX-OFFICIO RECORDER OF PULASKI COUNTY, DO HEREBY CERTIFY THAT THE KITHIN INSTRUMENT OF URITING WAS ON JULY 08, 2010 AT 03:35PM, DULY FILED FOR RECORD IN THIS OFFICE IN DOC 80: 2010-4232

IN VITHESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND APPLIED MY OFFICAL SEAL AT MY OFFICE IN WAYNESVILLE, NO RACHELLE BRASLEY (CIRCUIT CLERK)

BY: Doda Bana, DEPUTI



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:

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

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- 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

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.

RIDGE CREEK DEVELOPMENT, L.L.C.

By / Manuel & Storm	By Michael J. Johner
Michael S. Stoner, Member	Michael S. Stoner, Member
By a Make R. Stones	By Sluke R. Stoner
Denise R. Stoner, Member	Denise R. Stoner, Member
"FIRST PARTY	
	TIMBER RIDGE BUILDERS, INC.
	By
	Donald Howser, Jr., President
	Attest: Child Santa
	Chris Diehls, Secretary "SECOND PARTIES"
	BECOND PARTIES
STATE OF MISSOURI) SS	
COUNTY OF PULASKI	-
	_, 2010, before me appeared Michael S. Stoner and Denise
	by me duly sworn on oath, did state that they are the sole
	a limited liability company organized under the "Missouri
	solution adopted by all of the members of the said limited
	execute this document on behalf of the limited liability
and that said instrument is the free act and deed	nstrument on behalf of the said limited liability company,
	on said company. eunto set my hand and affixed my official seal at my office
· · · · · · · · · · · · · · · · · · ·	i, the day and year first above written.
	
10/0/4	Morrison
My term expires / \(\frac{12/1/}{} \)	Notary public
	Dage 3 BRUCE B. WARREN
<u>.</u>	Notary Public - Notary Seel
	STATE OF MISSOURI Pulaski County
Unofficia	D) (C) (C) (C) (C) (C) (C) (C) (C) (C) (C

STATE OF MISSOURI)	
COUNTY OF Pulaski) SS)	
Howser, Jr. to me personally known of TIMBER RIDGE BUILDERS, I assessment to the state of the st	1, who, being by me INC., a Corporation in the expension by said Corporation by	, 2010, before me appeared Donald duly sworn, did say that he is the President of the State of Missouri, and the said instrument authority of its Board of Directors, and the nent to be the free act and deed of said ate seal.
IN TESTIMONY WHEREOMY Office in St. Robert		set my hand and affixed my official seal at souri, the day and year first above written.
My term expires 8/24/20/2	· . (Notary public
	EXHIBIT "A"	ANNALIA N. LUJAN Notary Public - Notary Seal STATE OF MISSOURI Pulaski County My Commission Expires August 24, 2012 Commission # 08624632
	EATHDII 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 Little builtes me ones 801, A01, AP, AP, BB, 40B

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.

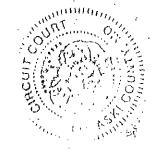




I, RACHELLE BEASLEY, CIRCUIT CLERK AND EX-OFFICIO RECORDER OF PULASKI COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS ON APRIL 01, 2010 AT 04:29PM, DULY FILED FOR RECORD IN THIS OFFICE IN DOC NO.: 2010-2008

IN WITHESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICAL SEAL AT MY OFFICE IN WAYNESVILLE, NO RACHELLE BEASLEY (CIRCUIT CLERK)

BY: Oppha Bant, DEPUTY



Legal Description on Page ___4___

AGREEMENT FOR JOINT USE OF WELL NO. 24

THIS AGREEMENT, Made and Entered into this 3/ 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.

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- 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

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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 Paragraphs #15 and #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 First Party has hereunto executed this agreement as of the day and year above written.

· .	RIDGE CREEK DEVELOPMENT, LLC
	Michael S. Storen
	Michael S. Stoner, Member
	Derise R. Stoner
	Denise R. Stoner, Member
	"FIRST PARTY"
STATE OF MISSOURI)	
COUNTY OF PULASKI)	
are the sole members of Ridge Creek Develounder the "Missouri Limited Liability Comparemembers of the said limited liability company on behalf of the limited liability company, and of the said limited liability company, and company. IN TESTIMONY WHEREOF, I have	who, being by me duly sworn on oath, did state that they opment, L.L.C., a limited liability company organized any Act", and that by a resolution adopted by all of the sy they have been authorized to execute this document d that they executed the foregoing instrument on behalf that said instrument is the free act and deed of said the hereunto set my hand and affixed my official seal at
my office in Waynesvelle	, Missouri, the day and year first above written.
My term expires <u>Nov. 20, 2012</u> .	NORMA MATHIS NOTATY DUPLIC NOTATY PUBLIC - Notary Seal STATE OF MISSOURI Pulaski County Commission # 08459663 My Commission Expires: 11 - 20 - 12
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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.