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CERTIFIED-FILED FOR RECORD  
Barbara J. Hall  
Recorder of Deeds  
St. Charles County, MO  
BY: Janice James

### COMMON WELL EASEMENT AND AGREEMENT

THIS EASEMENT AND AGREEMENT, made and entered into this 25<sup>th</sup> day of Sept., 2006, by and between DONALD MCGILL and GINA MCGILL, his wife, hereinafter referred to as "MCGILLS" and Dale Wethington at 57 Entrance Ct., hereinafter referred to as Wethington.

WHEREAS, the undersigned MCGILLS are the present owners of property situated in the County of St. Charles, State of Missouri to-wit: LOT 6, THE VILLAGE, FORISTELL, MO.

WHEREAS, it is the intention of the undersigned to establish joint rights, to install, to maintain and use water from a well located on the above-described premises; and

WHEREAS, it is advisable for the efficient operation of said well and the obtaining of good and uninterrupted flow of water there from, to define the rights and obligations of the parties herein using the water from said well, together with the corresponding easement and water right.

NOW, THEREFORE, by and for the consideration in the sum of ONE DOLLAR (\$1.00), paid to the MCGILLS by Wethington, the receipt of which is hereby acknowledged, the MCGILLS and Wethington hereby create and establish an easement and the right of use as hereinafter specified for the joint benefits of the present and future owners of the above-described property, their heirs, successors and assigns forever, through and under that portion of the herein described lots as follows, to-wit:

A circular easement with a 10 foot radius out from the water well located on the above-described properties owned by the MCGILLS for the benefit of the property owned by

Wethington, described as follows: LOT 5, THE VILLAGE, FORISTELL, MO.

With right to construct, maintain and install water pipes, electric lines, pump house, pumping equipment and all additional facilities necessary to drill, deepen, construct, supply power to, repair and maintain a water well on said easement with rights to transport, pipe and use water from said well for the use and benefit of the present and future owners of the lot described above, for their separate and individual use as a domestic water supply to their property, with right of said owners to enter upon said easement to carry out the rights of use as herein established. All costs involved in the operation, maintenance, repair and all other expenses arising out of the process of supplying water from said well for said lot as herein provided shall be paid for and only to the extent of the ONE DOLLAR (\$1.00) consideration paid to the MCGILLS by Wethington. It is agreed by the parties hereto, as well as understood by the parties hereto, that the MCGILLS extent of repair and maintenance of the herein-described well ceases once the said ONE DOLLAR (\$1.00) has been exhausted, at which time, any costs involved in the operation, maintenance, repair or other expenses arising out of the process of supplying water from said wells for the lots herein shall be paid for equally by each of the owners of any lot which has benefit of this well, paid when due or anticipated, and accumulated equally by all of them in advance.

PAUL DOYEL

80 ENTRANCE CT  
FORISTELL, MO 63348



It is further understood that any lot owners which has benefit of this well, shall pay the MCGILLS a yearly amount of \$66.00 per lot for the electric use of the well due April 1 each year. This said amount of \$66.00 is a per year/per household average estimate determined by Cuivre River Electric Cooperative, Inc. and can change from year to year. It is further understood that all costs of equipment, water pipes and hardware used in the hook-up to said well will be the responsibility of

Wethington. It is further understood that the MCGILLS do not warrant neither quality nor quantity of any water originating from said well, and all parties' use of said well is at their individual risk. It is further understood and agreed that the MCGILLS do not warrant nor assume any responsibility for the in operation of the said well, in excess of the fund reserve created by all lot owners who are benefited by the said well.

Failure of either one of the said parties to pay any expenses outlined herein, within thirty (30) days after the due date in demand, shall constitute a violation herein under, and that parties' rights herein under shall be withheld and suspended and their water supply may be shut off until such time as that portion is paid or the other lot owners reimbursed if advanced by them, at which time, the right, so suspended, shall be fully reinstated.

Should a dispute or a disagreement arise between the owners of said tracts, resulting from methods, expenditures or processes of fulfilling the provisions herein, and these differences cannot be reconciled between than, and each shall appoint an arbitrator, and the appointees shall decide the issue in accordance with this agreement. Failure by an owner to appoint an arbitrator, after being given a thirty (30) days notice by the other owners of the necessity to arbitrate a disagreement shall constitute an acceptance of his part of the disputed matter. Nothing herein, however, shall be construed to prevent any interested party from recourse by due process of law. It is further agreed that

Wethington shall be responsible for all the costs to extend and maintain the water lines onto and through their own properties. The provisions herein shall be perpetual and run with the land, but may be terminated by mutual agreement of all parties then having an interest in the land.



STATE OF MISSOURI )

) SS.

COUNTY OF ST. CHARLES )

On this 25<sup>th</sup> day of September, 2006, before me, a Notary Public in and for said State, personally appeared GINA MCGILL, known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same for the purposes therein stated.

Theresa L. Graham

My Term Expires: 7/12/10

Notary Public



THERESA L. GRAHAM  
My Commission Expires  
July 12, 2010  
St. Louis County  
Commission #06913726



STATE OF MISSOURI )

) SS.

COUNTY OF ST. CHARLES )

On this 20<sup>th</sup> day of September, 2006, before me, a Notary Public in and for said State, personally appeared DALE WETHINGTON, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same for the purposes therein stated.

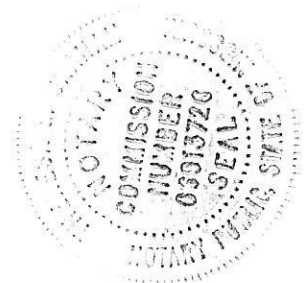
Theresa L. Graham

My Term Expires: 7/12/10

Notary Public



THERESA L. GRAHAM  
My Commission Expires  
July 12, 2010  
St. Louis County  
Commission #06913726



RECORD AS IS

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

Donald McGill  
DONALD MCGILL

Dale Wethington  
DALE WETHINGTON

Gina K McGill  
GINA MCGILL

STATE OF MISSOURI     )  
                                  )   SS.

COUNTY OF ST. CHARLES )  
On this 25<sup>th</sup> day of September, 2006, before me, a Notary Public in and for said State, personally appeared DONALD MCGILL, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same for the purposes therein stated.

Theresa L. Graham  
Notary Public

My Term Expires: 7/12/10



THERESA L. GRAHAM  
My Commission Expires  
July 12, 2010  
St. Louis County  
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