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BOOK 666 PAGE 010



STATE OF MISSOURI  
COUNTY OF MONTGOMERY

The foregoing instrument was filed for record in my office on  
the 8th day of  
November 20 11 at the hour of  
12 o'clock and 19 minutes P M., and  
recorded in deed Book 666  
on page 10

Witness my hand and office seal

Shelia See, Recorder of Deeds

By \_\_\_\_\_ Deputy

### CORRECTED WATER WELL AGREEMENT

THIS AGREEMENT, dated this 4 day of November, 2011, by and between **DAVID A. OWENS, TRUSTEE, of the David A. Owens Revocable Trust U/T/A dated November 5, 2009**, Grantor, of 103 Oak Ridge Road, Montgomery City, Missouri, 63361, (hereinafter referred to as "Party of the First Part") and **HAROLD HUNTER, TRUSTEE, of the Harold Hunter Revocable Trust U/T/A dated October 16, 1998, as amended February 8, 2005, an undivided one-half interest and JOAN F. HUNTER, TRUSTEE, of the Joan F. Hunter Revocable Trust U/T/A dated October 16, 1998, as amended February 8, 2005, an undivided one-half interest**, Grantee, of 364 Old Williamsburg Road, Montgomery City, Missouri, 63361 (hereinafter referred to as "Party of the Second Part").

This corrects a Water Well Agreement recorded on December 30, 2009, in Deed Records of Montgomery County, Missouri, in Book 638, at Page 15, and fully supersedes the prior Agreement.

WITNESSETH:

WHEREAS, the Party of the First Part is the owner of the real property located in Montgomery County, Missouri, (hereinafter described as Tract I) and legally described as follows:

See Attached Exhibit "A"

WHEREAS, Party of the Second Part is the owner of real property located in Montgomery County, Missouri, (hereinafter described as Tract II) and legally described as follows:

SEE ATTACHED EXHIBIT "B"

WHEREAS, there is currently in place and in use a water well on Tract II, which is supplying water to Tract I and Tract II, and located in a 10' wide well, waterline and pump house Easement for the use of Tract I and Tract II and legally described as Follows:

SEE ATTACHED EXHIBIT "C"

WHEREAS, a portion of the water line which supplies water from the well to Tract II crosses Tract I & Tract II, and;

WHEREAS, the waterline is located within area as described in Exhibit "C".

NOW THEREFORE, in consideration of the premises and other good and valuable consideration including the sum of Ten Dollars (\$10.00) paid to Party of the First Part by the Party of the Second Part, it is covenanted, contracted, and agreed as follows:

1. The parties hereto agree that the Party of the Second Part shall at all times provide electricity to the water pump and well.

2. Party of the Second Part hereby grants, bargains, sells, and conveys to the Party of the First Part, their heirs, successors and assigns, the non-exclusive Well, Waterline and Pump House Easement to and from the water well presently located on Tract II over and across the course of the existing water line to Tract I for the purpose of transporting water to Tract I as described in Exhibit "C".

3. It is agreed that all maintenance costs, repairs and replacements to the well, water pump and incidental machinery and equipment necessary for the functioning of the water well shall be borne equally by the parties of the First Part and Second Part hereto. The Party of the First Part and Second Part shall pay and be responsible for all expenses related to the repairs and replacements of the water line leading from Tract II to Tract I. Both Parties shall be responsible for repairs of any damages caused to the water line or associated equipment. The Party of the Second Part shall retain the right to shut off the flow of water to Tract I if it is necessary to repair any of the water equipment or treat the water. Said repair work shall be done as quickly as possible so that water may be restored to Tract I as soon as reasonably practicable. If the water or water equipment on Tract II is destroyed or damaged for any reason then either party shall restore the water and equipment to working order as soon as practicable after said destruction or damage.

4. In the event the water supply of the water well diminishes to such a low level of supply that it cannot supply both Tract I and Tract II with adequate quantities of water, it is agreed that either party may shut off the flow of water until the supply of water has been replenished in the water well.

5. Either party shall have the right of specific performance to require an offending party to meet their obligations with respect to the payment of their share of the costs of the water well and line and the party found in default shall be required to pay all costs of any court action including reasonable attorney fees.

6. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Party of the First Part's above described real estate, their heirs, successors and assigns and replaces all previous agreements.

7. The easement granted herein is a perpetual easement except as provided below with the right, privilege and authority to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove the water pipe leading from the existing water well to the described tracts.

8. This Contract shall be binding upon the heirs, successors, representatives, and assigns of the Parties hereto.

9. The provisions of this Water Well Agreement, may be modified or this Water Well Agreement may be terminated by mutual consent of the parties hereto, their successors or assigns by written instrument recorded in the Recorder of Deeds Office of Montgomery County, Missouri.

10. All notices provided in this Agreement shall be in writing and delivered to the parties last known address to be effective.

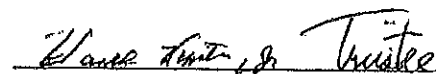
11. This agreement shall terminate Two years from a public water supply becoming available and located on Tract I.

12. Water supplied from Tract II to Tract I shall be for Residential and Agriculture purposes only.

13. In the event the current owner of Tract I conveys its interest to a subsequent owner, the subsequent owner shall pay the owner of Tract II the sum of \$20.00 per month for use of the well (estimated share for electrical cost) so long as the well provides water to Tract I. In the event electrical rates increase from that at the date of this agreement is executed, the percentage of the increase shall be added to the original \$20.00 fee. (For example: if rates increase 10%, then the monthly fee shall increase by \$2.00 for a new rate of \$22.00).

IN WITNESS WHEREOF, the Parties hereunto have executed this agreement the day and year first above written.

  
DAVID A. OWENS, TRUSTEE,  
Party of the First Part

  
HAROLD HUNTER, TRUSTEE,  
Party of the Second Part

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Joan F. Hunter Trustee  
JOAN F. HUNTER, TRUSTEE,  
Party of the Second Part

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF MONTGOMERY )

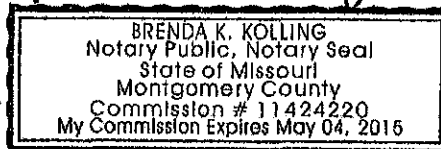
On this 4 day of November, 2011, before me personally appeared DAVID A. OWENS, TRUSTEE of the David A. Owens Revocable Trust U/T/A dated November 5, 2009, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed:

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

Brenda K. Kolling  
Notary Public

My Commission Expires:

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF MONTGOMERY )

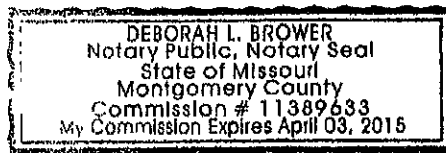


On this 4<sup>th</sup> day of October, 2011, before me personally appeared HAROLD HUNTER, TRUSTEE of the Harold Hunter Revocable Trust U/T/A dated October 16, 1998 and JOAN F. HUNTER, TRUSTEE of the Joan F. Hunter Revocable Trust U/T/A dated October 16, 1998, an undivided one-half interest, to me known 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 the day and year first above written.

Deborah L. Brower  
Notary Public Deborah L. Brower

My Commission Expires: 4-3-2015



## LEGAL DESCRIPTION TRACT I, EXHIBIT "A"

A tract of land being part of the southeast quarter of the northwest quarter and part of the southwest quarter of the northeast quarter of Section 10, Township 48 North, Range 6 West, and being more particularly described as follows: Beginning at the northeast corner of the southwest quarter of the northeast quarter of said Section 10, said corner being in a County Road, thence with said County Road the following courses and distances: S 57° 12' W, 106.7 feet to a point, thence S 70° 29' W, 270.2 feet to a point, thence S 64° 53' 30" W, 772.2 feet to a point, thence S 53° 20' 30" W, 903.7 feet to a point, thence S 38° 44' W, 94.2 feet to a point, thence S 41° 14' W, 281.9 feet to a point in the south line of the southeast quarter of the northwest quarter of said Section 10, thence with said south line, N 89° 29' W, 735.3 feet to the southwest corner of said quarter quarter section, thence N 1° 57' 30" E, 1319.2 feet to the northwest corner of said quarter quarter section, thence S 89° 15' E, 1351.8 feet to the northeast corner of said quarter quarter section, thence S 89° 43' E, 1351.8 feet to the point of beginning,

Except:

A tract of land being part of the Southeast Quarter of the Northwest Quarter of Section 10, Township 48 North, Range 6 West, Montgomery County, Missouri.

and being described as follows:

Beginning at an old iron pipe at the Southwest Corner of the Southeast Quarter of the Northwest Quarter; thence along the West line of the Southeast Quarter of the Northwest Quarter, North 01°-58' East 351.22 feet to an iron rod; thence South 89°-32' East 844.76 feet to an iron rod; thence South 72°-09' East 152.61 feet; thence along the centerline of a County Road, South 53°-22' West 30.31 feet; thence South 38°-30' West 94.10 feet; thence South 40°-59' West 280.32 feet; thence leaving the said centerline of the County Road and along the South line of the Southeast Quarter of the Northwest Quarter, North 89°-32' West 735.30 feet to the place of beginning

EXCEPT 10 Acres described in Exhibit "B"



## LEGAL DESCRIPTION TRACT II, EXHIBIT "B"

A tract of land of being part of the Southwest Quarter of the Northeast Quarter and part of the Southeast Quarter of the Northwest Quarter of Section 10, Township 48 North, Range 6 West, Montgomery County, Missouri and being described as follows:

Beginning at an old iron pipe at the Northeast Corner of the Southwest Quarter of the Northeast Quarter in the County Road; thence along the centerline of the County Road, South 57°-09' West 106.72 feet to an old iron pipe; thence South 70°-24' West 269.92 feet to an old iron pipe; thence South 64°-52' West 770.99 feet to an old iron pipe; thence South 53°-22' West 44.02 feet to a PK Nail; thence leaving the said centerline, North 36°-38' West 20.00 feet to a Railroad Spike; thence North 28°-33' West 48.44 feet to an iron rod; thence North 06°-08' East 111.85 feet to a cut cross; thence South 85°-11' East 7.22 feet to an iron rod; thence North 02°-47' East 94.12 feet to an iron rod; thence North 89°-43' West 275.00 feet to an iron rod; thence North 71°-39' West 808.72 feet to an iron rod; thence along the North line of the Southeast Quarter of the Northwest Quarter, South 89°-12' East 780.80 feet to an old post in a Rock Pile; thence along the North line of the Southwest Quarter of the Northeast Quarter, South 89°-44' East 1350.50 feet to the place of beginning and containing 10.00 acres, more or less.

LEGAL DESCRIPTION EXHIBIT "C"

10 Foot Wide Well, Waterline, and Pump House Easement

A strip of land 10 feet wide for well, waterline, and pump house easement being part of the Southwest of the Northeast Quarter of Section 10, Township 48 North, Range 6 West, Montgomery County, Missouri and being described as follows:

Commencing at an old iron pipe at the Northeast Corner of the Southwest Quarter of the Northeast Quarter; thence South 57°-09' West 106.72 feet; thence South 70°-24' West 269.92 feet; thence South 64°-52' West 770.99 feet; thence South 53°-22' West 44.02 feet; thence North 36°-38' West 20.00 feet; thence North 28°-33' West 48.44 feet; thence North 06°-08' East 111.85 feet to a cut cross at the place of beginning of the North line of the said 10 foot wide strip of land; thence along the said North line, South 85°-11' East 7.22 feet to an iron rod; thence South 85°-11' East 10.00 feet; thence South 81°-09' East 40.00 feet to the end of the said North line of the 10 foot wide well, waterline, and pump house easement.