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DEBORAH L ENGEMANN
RECORDER OF DEEDS
WARREN COUNTY, MO



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Title of Document: **WATER WELL AGREEMENT**

Date of Document: January 23rd, 2015

Grantor: Lee Michael Conoyer and Christina Ann Conoyer, husband and wife

Grantor's Address: 31091 Peaceful Ridge, Jonesburg, Missouri 63351

Grantee: Kerma D Schaefer, a single person

Grantee's Address: 1820 Washington, Florissant, Missouri 63033

Legal Description: See pages 2 and 3.

Reference Book
and Page(s):

EASEMENT AND WATER WELL AGREEMENT

THIS EASEMENT AND WATER WELL AGREEMENT ("Agreement") is made as of this, 23rd day of January 2015, by and between the following parties:

LEE MICHAEL CONOYER and CHRISTINA ANN CONOYER,
husband and wife (together "Grantors")

and

KERMA D. SCHAEFER, a single person ("Grantee")

Grantors and Grantees shall be referred to collectively herein as the "Parties".

WHEREAS, Grantors are the owners of a certain tract of real estate located in Warren County, Missouri, ("Grantor's Property") and legally described as:

A tract of land being part of the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of Section Thirty-four (34), Township Forty-Seven (47) North, Range Four (4) West, County of Warren, State of Missouri, and being described as follows: Commencing at a Missouri State Land Survey Monument at the Southwest corner of said Section 34; thence along the West line of said Section 34 North 2 degrees -7' East 1746.49 feet to an iron rod at the place of beginning of the tract herein described; thence continuing along said West line North 2 degrees -7' East 257.13 feet to an iron rod; thence leaving said West line South 87 degrees -53' East 508.23 feet to an iron rod; thence South 2 degrees -7' West 257.13 feet to an iron rod; thence North 87 degrees -53' West 508.23 feet to the place of beginning and containing 3.00 acres, more or less.

SUBJECT TO BUILDING LINES, EASEMENTS, CONDITIONS, AND RESTRICTIONS OF RECORD, IF ANY,

and

WHEREAS, Grantee is the owner of a certain tract of real estate located in Warren County, Missouri, ("Grantee's Property") and legally described as:

Section 34, Township 47 North, Range 4 West and being described as follows: Commencing at a Missouri Land Survey Monument at the Southwest corner of said Section 34; thence along the West line of said Section 34 North 2 degrees 7' East 1489.36 feet to an iron rod at the place of beginning of the tract herein described; thence continuing along said West line North 2 degrees 7' East 257.13 feet to an iron rod; thence leaving said West line South 87 degrees 53' East 508.23 feet to an iron rod; thence South 2 degrees 7' West 257.13 feet to a point; thence North 87 degrees 53' West 508.23 feet to the place of beginning and containing 3.00 acres, more or less

SUBJECT TO BUILDING LINES, EASEMENTS, CONDITIONS, AND RESTRICTIONS OF RECORD, IF ANY,

and

WHEREAS, the Grantors' Property and Grantees' Property are contiguous to each other, and

WHEREAS, there exists on Grantor's Property a water well ("Well"), with said Well providing water service to both Grantors' and Grantee's properties, and

WHEREAS, the Parties desire to provide for a reciprocal well easement on both properties, part of which easement shall be on Grantor's Property and part of which shall be on Grantee's Property for the use, maintenance and operation of the Well; the easement for the Well is legally described as follows:

A tract of land for well easement being part of the Northwest Quarter of the Southwest Quarter of Section 34, Township 47 North, Range 4 West, Warren County, Missouri and being described as follows:

Commencing at a Missouri State Land Survey monument at the Southwest corner of Section 34; thence along the West line of Section 34, North 02°-07' East 1746.49 feet to an old iron rod; thence South 87°-53' East 389.10 feet to the place of beginning of the said tract of land; thence North 02°-07' East 10.00 feet; thence South 87°-53' East 20.00 feet; thence South 02°-07' West 20.00 feet; thence North 87°-53' West 20.00 feet; thence North 02°-07' East 10.00 feet to the place of beginning, and containing 400 square feet, more or less.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Grantors do by these presents grant to the Grantee, her heirs, successors and assigns, an easement over and through Grantors' Property, for the purpose of the use, maintenance and operation of the Well located on Grantors' Property, subject to the following conditions which are agreed upon by and between the parties.

1. Use of the Well. Grantor and Grantee shall have the equal right to use said Well and the water therefrom on the terms and conditions set forth herein. Notwithstanding, neither party shall have the right to allow any third party to use any of the water produced by the Well without the written consent of the other party, nor shall any party permit the sale of water to any other person.

2. Maintenance Agreement Regarding Well. The Well, although located on Grantors' Property, shall be owned equally by Grantor and Grantee. Grantor and Grantee shall each have the right to enter upon the land of the other for the sole purpose of common maintenance and repair of the Well, to the extent that such entry is necessary to assure the continuance of the flow of water to Grantee's Property and to Grantors' Property.

3. Cost of Maintenance of Well. Grantors and Grantee shall each be responsible for one-half (½) of the cost of the operations, including utility costs, maintenance and capital improvements necessary to maintain the Well in good working order. The Parties agree to meet personally no less than twice a year to determine their respective one-half (½) contribution, and shall produce all necessary documents showing any expenses paid for by one or both of the Parties. Nothing in this Agreement shall prevent Grantors and Grantee from electing any agreed payment procedure, such as paying in alternating months for electric charges for the Well, and for other routine charges, and to "true-up" all capital expenditures and monthly routines on a yearly basis, which shall be during the month of January of each year, beginning in January, 2015, or as agreed between the Parties.

4. Enforcement. If either party to this Agreement shall fail to contribute as required by this Agreement, and the other party shall be compelled to pay the full amount of any repair, maintenance, utility cost, then the party so making such payment shall be entitled to collect, in addition to any amount due him or her under this Agreement, the sum of five hundred dollars (\$500.00) in liquidated damages, if such payment shall in arrears more than two months after the monthly bill has been received and distributed, or more than two months after the annual "true-up". In event that either side shall be compelled to file a lawsuit to enforce the terms of this Agreement, then, in that event, the prevailing party shall receive his or her attorney's fees and cost to the court.

5. Emergencies. Emergency maintenance and repair may be ordered by either party without approval of the other, to assure continuance flow of water and continued ingress and egress to Grantors' Property and Grantees' Property.

6. Notice. Any notices to be sent with respect to this document shall be addressed to the Parties to this Agreement at the addresses set forth on the cover page.

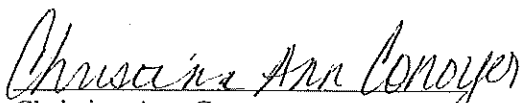
7. Successors and Assigns. This Agreement and the terms, conditions and covenants set forth herein shall be binding on and shall inure to the benefit of Grantors and Grantees and their respective successors and assigns.

8. Authority. Each party to this Agreement hereby represents and warrants that the Parties and persons executing this Agreement on behalf of such party have been duly authorized to execute this Agreement.

IN WITNESS WHEREOF, the Grantor and Grantees have hereunto set their hands and seals the 23rd day of January, 2015.

GRANTORS:


Lee Michael Conoyer


Christina Ann Conoyer

GRANTEE


Kerma D. Schaefer

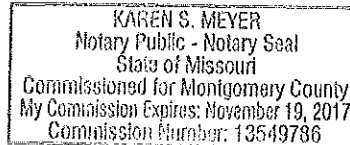
STATE OF MISSOURI)
) SS.
COUNTY OF Montgomery)

On this 23rd day of January, 2015, before me personally appeared, LEE MICHAEL CONOYER and CHRISTINA ANN CONOYER, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, on the day and year first above written

Karen S Meyer
Notary Public Karen S Meyer

My term expires: November 19, 2017



STATE OF MISSOURI)
) SS
COUNTY OF Montgomery)

On this 23rd day of January, 2015, before me personally appeared, KERMA D. SCHAEFER, a single person, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

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

Karen S Meyer
my term expires: November 19, 2017 Notary Public Karen S Meyer

