

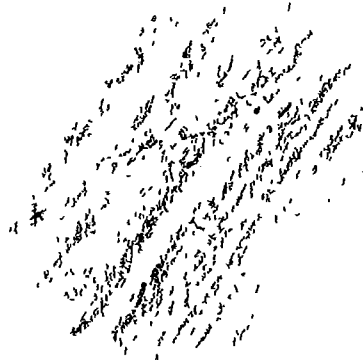


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2007-17742

JANET ROBERT
RECORDER OF DEEDS
CAPE GIRARDEAU COUNTY MO
RECORDED AND SEALED ON
12/26/2007 11:56AM
REC FEE \$36.00
PAGES 5

Jones & Edmunds
36 Chg



WATER WELL AGREEMENT

JANET ROBERT
Vickie Alreyer Deputy

THIS AGREEMENT is entered into by and between MISSISSIPPI VALLEY THERAPEUTIC HORSEMANSHIP, a Missouri Nonprofit Corporation, GRANTOR, whose mailing address is 192 Hope Hill, Oak Ridge, Missouri 63769, hereinafter "First Party", and ELIZABETH F RIGDON, TRUSTEE OF THE ELIZABETH F RIGDON REVOCABLE TRUST INDENTURE, dated December 15, 2004, GRANTEE, whose mailing address is 2650 Bloomfield Road, Cape Girardeau, Missouri 63703, "Second Party",

WHEREAS, First Party is fee simple owner of real estate described as follows

That part of the Northeast Quarter of Section 8, Township 33 North, Range 12 East of the Fifth Principal Meridian, described as follows

Commence at the Northeast corner of said Section 8, thence North 89 degrees 21' 00" West along the Section line, 69 00 feet to the West right-of-way line of State Route "D", thence Southerly along said right-of-way with the following South 0 degrees 47' 14" West, 947 83 feet, South 9 degrees 37' 06" West, 97 91 feet, South 0 degrees 37' 08" West, 353 60 feet, South 7 degrees 53' 02" East, 101 11 feet, and South 0 degrees 37' 08" West, 979 48 feet, thence departing from said right-of-way and along the existing fence North 89 degrees 21' 22" West, 483 28 feet to an iron pin for a Place of Beginning, thence continue along said fence with the following North 88 degrees 47' 14" West, 482 98 feet, North 89 degrees 59' 18" West, 232 68 feet, South 89 degrees 16' 48" West, 516 34 feet, South 88 degrees 38' 30" West, 391 59 feet, and South 89 degrees 37' 51" West, 214 88 feet to the center thread of Poor Creek, thence Northerly and Easterly along said creek with the following meanders North 33 degrees 59' 14" East, 291 51 feet, North 47 degrees 46' 18" East, 200 02 feet, North 77 degrees 06' 33" East, 263 92 feet, North 75 degrees 01' 38" East, 431 14 feet, South 72 degrees 59' 17" East, 213 22 feet, North 89 degrees 03' 56" East, 326 08 feet, and North 60 degrees 31' 35" East, 149 21 feet, thence departing from said creek South 19 degrees 44' 04" East, 73 44 feet to an iron pin, thence South 19 degrees 07' 08" East, 515 17 feet to the Place of Beginning, in Cape Girardeau County, Missouri Together with an easement for ingress and egress over the following described tract That part of the Northeast Quarter of Section 8, Township 33 North, Range 12 East of the Fifth Principal Meridian, described as follows Commence at the Northeast corner of said Section 8, thence North 89 degrees 21' 00" West along the Section line, 69 00 feet to the West right-of-way line of State Route "D", thence Southerly along said right-of-way with the following South 0 degrees 47' 14" West, 947 83

feet, South 9 degrees 37' 06" West, 97 91 feet, South 0 degrees 37' 08" West, 353 60 feet, South 7 degrees 53' 02" West, 101 11 feet, and South 0 degrees 37' 08" West, 979 48 feet for a Place of Beginning, thence around said tract with the following North 0 degrees 37' 08" East, 30 00 feet, North 89 degrees 21' 22" West, 70 01 feet, North 0 degrees 38' 38" East, 15 00 feet, North 89 degrees 21' 22" West, 226 00 feet, South 0 degrees 38' 38" West, 15 00 feet, and North 89 degrees 21' 22" West, 198 03 feet to the East line of the above described tract, thence South 19 degrees 07' 08" East, 31 88 feet to the Southeast corner thereof, thence South 89 degrees 21' 22" East, 483 28 feet to the Place of Beginning, in Cape Girardeau County, Missouri

Subject to terms, conditions, restrictions, reservations and easements of record, if any

WHEREAS, Second Party is fee simple owner of real estate described as follows

That part of the Northeast quarter of Section 8, Township 33 North, Range 12, East of the Fifth Principal meridian, described as follows Commence at the Northeast corner of said Section 8, thence North 89 degrees 21 minutes 00 seconds West along the Section line, 69 00 feet to the West right-of-way line of State Route 'D', thence Southerly along said right-of-way with the following South 0 degrees 47 minutes 14 seconds West, 947 83 feet, South 9 degrees 37 minutes 06 seconds West, 97 91 feet, and South 0 degrees 37 minutes 08 seconds West, 187 92 feet for a place of beginning, thence continue along said right-of-way with the following South 0 degrees 37 minutes 08 seconds West, 165 68 feet, South 7 degrees 53 minutes 02 seconds West, 101 11 feet, and South 0 degrees 37 minutes 08 seconds West, 979 89 feet, thence departing from said right-of-way and along the existing fence North 89 degrees 21 minutes 22 seconds West, 483 28 feet to an iron pin, thence North 19 degrees 07 minutes 08 seconds West along the East line of 17 036 acres now owned by Mississippi Valley Therapeutic Horsemanship, a distance of 515 23 feet to an iron pin, thence North 19 degrees 44 minutes 04 seconds West, 39 36 feet to an iron pin, thence North 70 degrees 52 minutes 52 seconds East, 35 00 feet to an iron pin, thence North 16 degrees 21 minutes 10 seconds West, 59 78 feet to a cross chiseled in stone in Poor Creek, thence Easterly along said creek with the following North 47 degrees 56 minutes 45 seconds East, 274 58 feet to a cross chiseled in stone, North 31 degrees 20 minutes 12 seconds east, 293 40 feet, North 50 degrees 10 minutes 44 seconds East, 168 08 feet, and North 56 degrees 37 minutes 32 seconds East, 191 58 feet to the place of beginning, in Cape Girardeau County, Missouri, containing 13 230 acres, being subject to the following described access easement Beginning at the Southeast corner of the above described 13 230 acres, thence around the perimeter with the following North 0 degrees 37 minutes 08 seconds West, 30 00 feet, North 89 degrees 21 minutes 22 seconds West, 70 01 feet, North 0 degrees 38 minutes 38 seconds East, 15 00 feet, North 89 degrees 21 minutes 22 seconds West, 226 00 feet, South 0 degrees 38 minutes 38 seconds West, 15 00 feet, and North 89 degrees 21 minutes 22 seconds West, 198 03 feet to the East line of Mississippi Valley Therapeutic Horsemanship property, thence South 19 degrees 07 minutes and 08 seconds East, 31 88 feet to the Southeast corner thereof, thence South 89 degrees 21 minutes 22 seconds East, 483 28 feet to the place of beginning

WHEREAS, First Party by this Agreement is conveying to Second Party the right to use, access and maintain a water line to an existing well located on the property owned by First Party,

WHEREAS, the parties desire to enter into an agreement regarding their respective

rights and responsibilities with regard to the said well, which rights and responsibilities shall run with the land and be binding upon the parties hereto, their heirs and assigns, and successors in interest.

NOW THEREFORE, the parties agree as follows

1 First Party grants to Second Party the right to share in the use of water from the water well located on First Party's property and said right shall exist only so long as said well provides a source of water. At such time as the well runs dry, Second Party's right to share in the use of the well shall expire, and First Party shall be under no obligation to re-dig the well or to dig the well deeper or take any steps in an attempt to make the well provide a source of water.

2 First Party makes no representation or warranty as to the quality of the water produced from the well, and Second Party agrees to accept the water in whatever condition it may be in at the time it is acquired.

3 Second Party's use of the water from the well shall be limited to use supplied to a residence and any out buildings, shed or barns to be located on the property owned by Second Party, and or any replacement thereof. Second Party specifically agrees that use of the well water shall be limited to one residence and any out buildings, sheds or barns that service said residence.

4 First Party and Second Party agree to share equally all expenses incurred in maintaining the well, including any necessary repairs or replacement of the pump or engine connected with the well. Party of the Second Party shall have access to the well for the use and maintenance of the well.

5 Until such time as Second Party's property is developed such that Second Party actually uses the well as a source of water, the electric meter shall remain on First Party's property, and First Party shall be responsible for all electrical costs in connection with the well.

6 At such time as Second Party's property is developed such that Second Party actually uses the well as a source of water, Second Party shall pay to First Party the sum of

Five Dollars (\$5 00) per month, due and payable in advance on the first day of each month, which sum shall represent Second Party's portion of the operational or utility cost (i.e., electricity) incurred in the operation of the pump and engine for the well

7 This Agreement shall run with the land and shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns, and shall continue until modified in writing by the parties hereto, or their authorized representatives, heirs, personal representatives, successors or assigns

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed this 19th day of ^{December}~~August~~, 2007

FIRST PARTY

Mississippi Valley Therapeutic Horsemanship,
a Missouri Nonprofit Corporation,

By Elizabeth F. Rigdon, President
Elizabeth F. Rigdon, President

(SEAL)
ATTEST

Christy Bock
Christy Bock, ~~Secretary~~
Treasurer

SECOND PARTY

Elizabeth F. Rigdon Revocable Trust Indenture,
Dated December 15, 2001

By Elizabeth F. Rigdon
Elizabeth F. Rigdon, Trustee

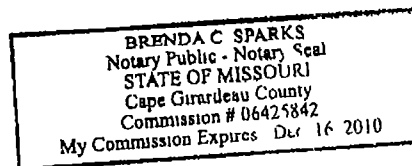
STATE OF MISSOURI)
) ss
COUNTY OF CAPE GIRARDEAU)

On this 19th day of ^{December}~~September~~, 2007, before me personally appeared ELIZABETH F RIGDON, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she is the President of Mississippi Valley Therapeutic Horsemanship, a Missouri Nonprofit Corporation, and she executed the same as her free act and deed and with full authority of said corporation's Board of Directors

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

Brenda C Sparks
, Notary Public'

My Commission Expires 12-16-10



STATE OF MISSOURI)
) ss
COUNTY OF CAPE GIRARDEAU)

On this 19th day of ^{December}~~September~~, 2007, before me personally appeared ELIZABETH F RIGDON, to me known to be the person described in and who executed the foregoing instrument as Trustee of said Trust, and acknowledged that she executed the same as her free act and deed and in the capacity and for the purposes stated therein

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

Brenda C Sparks
, Notary Public

My Commission Expires 12-16-10

