



DocId:8007136

Tx:4006389

202207445

RECORDED ON

11/04/2022 11:53:03 AM

REC FEE 63.00

PAGES: 14

DEBORAH L ENGEMANN

RECORDER OF DEEDS

WARREN COUNTY, MO

**SHARED WATER WELL #3 AGREEMENT**

This Agreement, made and entered into this 26th day of October, 2022 by and between DALE DELARBER and CHRISTINE DELARBER, husband and wife, parties of the first part, hereinafter referred to as the "Grantors", and BRUCE A. CAMPBELL and KATHRYN S. CAMPBELL, husband and wife, ROGER A. OBRECHT and LINDA M. OBRECHT, Trustees, or the successor trustees, under the ROGER & LINDA OBRECHT QUALIFIED SPOUSAL TRUST DATED FEBRUARY 27, 2018, and any amendments thereto, KEITH J. KENDALL and MELISSA D. KENDALL, husband and wife, MICHAEL J. OOSTENDORP and ANGIE D. OOSTENDORP, husband and wife, JAMES D. EDMONSON and LINDA S. EDMONSON, husband and wife, parties of the second part, hereinafter referred to as the "Grantees":

RECITALS

WHEREAS, the Grantors are now the owner of property (herein after Lot 51), located in the County of Warren, State of Missouri, address of 12057 Claremont Ln., Wright City, MO 63390, which property is more fully described as follows, to wit: (Document No. 200800730)

Lot 51 of Claremont, according to the plat thereof recorded in Plat Book D-23 and D-24 of the Warren County Records.

WHEREAS, the Grantee, BRUCE A. CAMPBELL and KATHRYN S. CAMPBELL, are the owners of property (hereinafter Lot 46) located in the County of Warren, State of Missouri, address of 24333 Campbell Ct., Wright City, MO 63390 which property is more fully described as follows, to wit: (Document No. 200704564)

Lot 46 of Claremont, according to the Plat thereof recorded in Plat Book D-23 and D-24 of the Warren County Records.

WHEREAS, the Grantee, ROGER A. OBRECHT and LINDA M. OBRECHT, Trustees, or the successor trustees, under the ROGER & LINDA OBRECHT QUALIFIED SPOUSAL TRUST DATED FEBRUARY 27, 2018, and any amendments thereto, are the owners of property (hereinafter Lots 47 and 48) located in the County of Warren, State of Missouri, address of 12225 Claremont Ln., Wright City, MO 63390 which property is more fully described as follows, to wit: (Document No. 2018801316)

Lot 47 and 48 of Claremont, according to the Plat thereof recorded in Plat Book D-23 and D-24 of the Warren County Records.

WHEREAS, the Grantee, KEITH J. KENDALL and MELISSA D. KENDALL, are the owners of property (hereinafter Lot 49) located in the County of Warren, State of Missouri, address of 12161 Claremont Ln., Wright City, MO 63390 which property is more fully described as follows, to wit: (Book 1375, Page 444)

Lot 49 of Claremont, according to the Plat thereof recorded in Plat Book D-24 of the Warren County Records.

WHEREAS, the Grantee, MICHAEL J. OOSTENDORP and ANGIE D. OOSTENDORP, are the owners of property (hereinafter Lot 50) located in the County of Warren, State of Missouri, address of 12633 Claremont Ln., Wright City, MO 63390 which property is more fully described as follows, to wit: (Document No. 201704604)

Lot 50 of Claremont, according to the plat thereof recorded in Slide D-23 and D-24 of the Warren County Records.

WHEREAS, the Grantee, JAMES D. EDMONSON and LINDA S. EDMONSON, are the owners of property (hereinafter Lot 52) located in the County of Warren, State of Missouri, address of 12021 Claremont, Wright City, MO 63390 which property is more fully described as follows, to wit: (Book 1387, Page 865)

Lot 52 of Claremont, according to the Plat thereof recorded in Plat Book D-23 and D-24 of the Warren County Records.

WHEREAS, the undersigned parties deem it necessary to provide a well system to service the parcels described herein, and an Agreement has been reached relative to supplying water from the well and the cost of supplying said water;

WHEREAS, a well and water distribution facilities, hereinafter referred to as "water distribution system", is located on Lot 51, for the purpose of supplying water to Lot 51 and Lot 46, 47, 48, 49, 50, and 52; and

WHEREAS, it is the intention and purpose of the undersigned parties that the well and water distribution system shall be used and operated to provide an adequate supply of water for each of the properties connected thereto, for the domestic consumption of the occupants of said properties, and to assure the continuous and satisfactory operation and maintenance of the well and water distribution system for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto; and

WHEREAS, it is deemed by the parties hereto that the proposed well will be of adequate capacity to supply a single-family dwelling on each of the parcels described herein with water from the well for all domestic uses of a single-family residing therein; and

WHEREAS, the parties hereto desire to enter into this Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to said well and water distribution system.

AGREEMENT

NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system located on Lot 51 shall be used by Lot 51 and Lot 46, 47, 48, 49, 50, and 52, as well as by all future owners and occupants of said parcels, upon the following terms and conditions:

1. That until this Agreement is terminated, as hereinafter provided, the parties hereto, their heirs, successors and assigns, for the exclusive benefit of the respective parcels of real estate, and for the exclusive use of the household residing thereon, are hereby granted the right to draw water from the well located on Lot 51 for domestic use excluding the right to draw water to fill swimming pools of any type.

2. That all shared expenses for the maintenance of the water distribution system that may become necessary will be shared equally by Lot 51 and Lot 46, 47, 48, 49, 50, and 52. Shared expenses include, but are not limited to, the cost of system maintenance, including repairs, testing, inspection and disinfection; system component replacement due to wear, obsolescence, incrustation or corrosion; and system improvement to increase the service life of material or component, to restore well yield, or to provide necessary system protection on said well and water distribution system.

3. That the cost of any removal or replacement of pre-existing site improvements on an individual parcel necessary for system operation, maintenance, replacement, improvements, inspection or testing, damaged as a result of repair of the well or water distribution system maintenance will be borne by the owner of the affected parcel, except that costs to remove and replace common boundary fencing or walls damaged as a result of repair shall be shared equally between or among parties so damaged.

4. That each of the parties hereby agrees that they will promptly repair, maintain and replace all water pipes or mains serving their respective dwellings.

5. That any necessary replacement or improvement of one or more system elements will at least restore original system performance. That after a repair or replacement, the owners will restore the Well Lot to a substantially similar condition as the Well Lot was prior to the repair or replacement.

6. That no party shall be responsible for unilaterally incurred shared well debts of another party, except for correction of emergency situations. Emergency situation costs shall be equally shared.

7. That the consent of a majority of the parties to pay a proportionate share of costs shall be obtained prior to embarking upon expenditures for system maintenance, replacement or improvement, except in emergency situations.

8. That repair costs for system damage caused by persons other than a resident or guest at a property sharing the well shall be equally shared between all parties.

9. That it is the agreement of the parties hereto that cost for electricity to the well shall be shared equally by Lot 51 and Lot 46, 47, 48, 49, 50, and 52. The parties may mutually appoint one party to assume responsibility for the electric bill for the well. Payment for the electric bill shall be paid from the water fund as provided in paragraph 10.

10. Each Lot owner shall be liable for an annual water contribution of Three Hundred Dollars (\$300.00) with the right of a 10% increase per year without vote, due and payable within thirty (30) days. The annual assessment will be due on May 1st each year. The water contribution shall be payable by each Lot owner. Said contribution shall constitute a lien against each Lot and be subject to collection as provided in paragraph 12. Two (2) Lot Owners, from separate Lots within this agreement, shall act as trustees or stewards of the assessment fund. Funds shall be held in an account separate from any personal account. Monthly electricity, repairs, testing and maintenance will be paid from such Fund, and an annual report will be offered. Both trustees, or stewards, will be listed on the account so as to maintain uninterrupted monthly payments for

electricity or repairs. The majority of the Lot Owners may designate an outside third party (bonded and insured) be paid to handle the monthly bills and maintain the assessment funds in a secured separate account.

11. If repair or expense to the well would leave the water fund with a balance that would not allow the water fund to pay the monthly electric expense, water testing expense and the insurance premium, then and only then would a Special Water Contribution be utilized. If the Special Water Contribution is levied on to the Lot Owners of this agreement, a detailed report as to the amount of the repair or expense and the remaining balance in the water fund shall be sent to the Lot Owners of this agreement. If the remaining balance is not sufficient to pay the monthly expenses until the next annual water contribution is collected, then the amount of the repair or expense would be sent out and divided by the Lot Owners of this agreement. Lot owners that reside in Claremont that own more than one Lot would only be responsible for a Special Water Assessment for each Lot that has on it a residential structure.

12. That it is the agreement of the parties that they are permitted, or may permit a third party, to file a suit against any Party to this agreement who shall fail to pay a Water Contribution or Special Water Contribution and which is more than 2 months delinquent. In the event that a suit is filed, the party against which the suit is sought shall pay all reasonable attorney's fees and costs incurred by the enforcing party/parties, as approved by a court of competent jurisdiction. Said attorney's fees and costs shall be added to the account balance, upon judgment, to enforce same. Upon rendition of a final judgment, it may be enforced and executed in the manner provided by law, including without limitation, execution upon the Lot. The parties agree that any party who fails to contribute may be disconnected from the Well. In the event there is a disconnection for nonpayment of the annual or special assessment the cost of the disconnection and the cost of the reconnection will be the responsibility of the party that was disconnected.

13. That costs for abandoning all or part of the shared system so that contamination of ground water or other hazards will be avoided shall be equally shared between all parties.

14. That each of the parties to this Agreement does hereby grant to the other, their heirs, successors and assigns, such easement over, across and through the respective parcels as shall be reasonably necessary for the construction of the well, maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement. This easement is described below, to wit:

Lot 51 of Claremont, according to the plat thereof recorded in Plat Book D-23 and D-24 of the Warren County Records.

15. That no party may install landscaping or improvements that will impair the use of said easement.

16. That each party shall have the right to act to correct an emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the system to deliver water upon demand.

17. That those parcels of real estate hereinabove described and the dwellings located thereon shall be permitted to receive water from said well and pumping equipment; and each of the parties hereto does hereby covenant and agree that he/she will not allow or permit persons, other than permitted users and household guests, to take, draw, use or receive water from the well, nor permit other persons to connect to the pipes or mains serving his/her respective parcel.

18. That in the event the referenced well shall become contaminated and shall no longer supply water suitable for domestic consumption, or shall no longer supply water adequate for the needs of all relevant parties, or in the event that another source of water shall become available to the respective parcels, then the rights and obligations of the parties created by this Agreement shall cease and terminate in accordance with the terms and conditions hereinafter described.

19. That upon the availability of such other source of water, it is contemplated that a reasonable time shall be allowed to effectuate the necessary connections to the new source.

20. That the respective rights and obligations of the parties shall continue until parties who wish to terminate their participation in the Well Agreement have mutually agreed and executed and filed a written statement of termination at the Office of the Register of Deeds of the County of Warren, State of Missouri. Upon termination of participation in this Agreement, the owner and occupant of each residence which is terminated from the Agreement shall have no further right to the use of the well or well house. The terminated parties shall disconnect their respective lateral connection from said well system and shall have no further obligation to pay or collect for maintenance and related expenses incurred thereafter. The costs of disconnection from the well and water system shall be borne by the owner of the pertinent parcel.

21. That the undersigned parties shall permit periodic well water sampling and testing by a responsible authority at the request of an undersigned party, mortgagee or the United States of America, Rural Housing Services.

22. That corrective measures shall be implemented if testing reveals a significant water quality deficiency, but only with the consent of a majority of all parties.

23. That continuity of water service shall be assured to Lot 46, 47, 48, 49, 50, and 52 if Lot 51 has no further need for the shared well system, in which case Lot 46, 47, 48, 49, 50, and 52 will assume the costs for the continuing water supply.

24. That no party shall locate or relocate any element of an individual sewage disposal system within 50 feet (100 feet for proposed construction) of the shared well.

25. That the said well and this Agreement, if amended, shall serve no more than eight single-family dwelling units or eight parcels, notwithstanding the ability of the parties to make other amendments to this Agreement.

26. That the connection of any additional living unit to the shared well system shall be prohibited without the consent of all parties; appropriate amendment of the agreement; and compliance with existing HUD requirements for mortgage insurance eligibility regarding yield, safety and potability, valve control, and limits on the quantity of living units or properties served.

27. That the parties may amend this Agreement to assure equitable distribution of shared costs and responsibilities; however, this Agreement may not be amended during the term of a Federally-insured (direct) or guaranteed mortgage on any property served, except as provided herein, for the purpose of adding to the prescribed number of parties.

28. That any dispute or impasse between parties with regard to the system or terms of the agreement shall be resolved through binding arbitration. Binding Arbitration shall be through the American Arbitration Association or a similar body and may be initiated at any time by any party to the agreement. Arbitration costs shall be equally shared by parties to the agreement.

29. That the term of this Agreement shall be perpetual, except as herein limited.

30. That the benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the heirs, successors in title and assigns of the parties hereto.

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

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH
MAY BE ENFORCED BY THE PARTIES.**

This space below has been intentionally left blank,

Signature pages to follow.

BY 
DALE DELARBER, Grantor

DATE 11 / 2 / 22

BY 
CHRISTINE DELARBER, Grantor

DATE 11 / 2 / 22

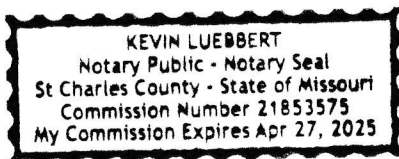
STATE OF MISSOURI)
COUNTY OF St. Charles) SS.

On this 2nd day of November, 2022, before me personally appeared DALE DELARBER and CHRISTINE DELARBER, 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 in the County and State aforesaid, the day and year first above written.


Notary Public

My Commission Expires: 4-27-2025



BY Bruce A. Campbell
BRUCE A. CAMPBELL, Grantee

DATE 10-3-22

BY Kathryn S. Campbell
KATHRYN S. CAMPBELL, Grantee

DATE 11-3-22

STATE OF MISSOURI)
COUNTY OF Warren) SS.

On this 3 day of November, 2022, before me personally appeared BRUCE A. CAMPBELL and KATHRYN S. CAMPBELL, 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 in the County and State aforesaid, the day and year first above written.

Dawn R. Williams
Notary Public


My Commission Expires:

DAWN R. WILLIAMS
Notary Public - Notary Seal
State of Missouri
Commissioned for Warren County
My Commission Expires: July 13, 2024
Commission Number: 12380370

DAWN R. WILLIAMS
Notary Public - Notary Seal
State of Missouri
Commissioned for Warren County
My Commission Expires: July 13, 2024
Commission Number: 12380370

BY 
ROGER A. OBRECHT, Trustee under
the ROGER & LINDA OBRECHT
QUALIFIED SPOUSAL TRUST DATED
FEBRUARY 27, 2018, and any
amendments thereto, Grantee

DATE Oct. 22, 2022

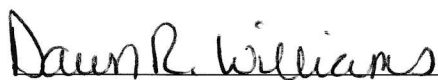
BY 
LINDA M. OBRECHT, Trustee under
the ROGER & LINDA OBRECHT
QUALIFIED SPOUSAL TRUST DATED
FEBRUARY 27, 2018, and any
amendments thereto, Grantee

DATE October 22, 2022

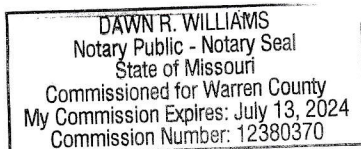
STATE OF MISSOURI)
COUNTY OF Warren) SS.

On this 22 day of October, 2022, before me personally appeared ROGER A. OBRECHT and LINDA M. OBRECHT, Trustees, or the successor trustees, under the ROGER & LINDA OBRECHT QUALIFIED SPOUSAL TRUST DATED FEBRUARY 27, 2018, and any amendments thereto, 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 in the County and State aforesaid, the day and year first above written.


Notary Public

My Commission Expires:



BY Keith J. Kendall
KEITH J. KENDALL, Grantee

DATE 11-3-22

BY Melissa D. Kendall
MELISSA D. KENDALL, Grantee

DATE 11-3-22

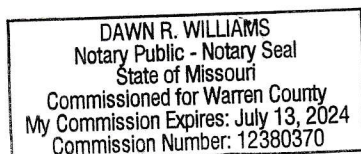
STATE OF MISSOURI)
) SS.
COUNTY OF Warren)

On this 3 day of November, 2022, before me personally appeared KEITH J. KENDALL and MELISSA D. KENDALL, 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 in the County and State aforesaid, the day and year first above written.

Dawn R. Williams
Notary Public

My Commission Expires:



BY Michael J. Oostendorp
MICHAEL J. OOSTENDORP, Grantee

DATE 11/2/2022

BY Angie D. Oostendorp
ANGIE D. OOSTENDORP, Grantee

DATE 11/2/22

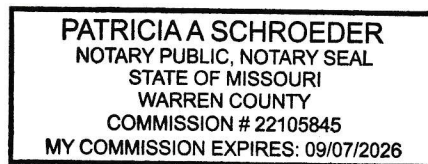
STATE OF MISSOURI)
) SS.
COUNTY OF Warren)

On this 02 day of November, 2022, before me personally appeared MICHAEL J. OOSTENDORP and ANGIE D. OOSTENDORP, 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 in the County and State aforesaid, the day and year first above written.

Patricia A. Schroeder
Notary Public

My Commission Expires: 09/07/2026



BY James D. Edmonson
JAMES D. EDMONSON, Grantee

DATE 10/22/2022

BY Linda S. Edmonson
LINDA S. EDMONSON, Grantee

DATE 10/22/2022

STATE OF MISSOURI)
COUNTY OF Warren) SS.

On this 22 day of October, 2022, before me personally appeared JAMES D. EDMONSON and LINDA S. EDMONSON, 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 in the County and State aforesaid, the day and year first above written.

Dawn R. Williams
Notary Public

My Commission Expires:

