

A G R E E M E N T

THIS AGREEMENT made this 30th day of August, 1958, by and between Gaborne H. Brethorst and Virginia Brethorst, his wife, parties of the first part, and Edmund E. Bickmeyer and Eleanor Bickmeyer, his wife, parties of the second part, all of Hermann, Gasconade County, Missouri.

WITNESSETH: Whereas, the parties of the first part are the fee simple owners of a certain tract of land situated in the County of Gasconade, State of Missouri, described as follows: 75.100 acres, more or less located in the Northeast Cr. of the Southwest 1/4 of Section No. 32, Township 46 North, Range 4 West of the 5th P. M., described as follows: commencing at the intersection of the North and South quarter line of Section No. 32, Township 46 North, Range 4 West, and the North R/W of Highway No. 100, and running North 70° 20' W. along the North R/W of Highway #100, a distance of 580.34 feet to the point or place of beginning, the Northeast corner of tract (corner is a 1" x 36" iron pipe set at the North R/W of Highway #100); thence North 19° 30' S. along the West line of Edmund Bickmeyer tract 220 feet to a 1" x 36" iron pipe set; thence No. 70° 20' West parallel with Highway #100 a distance of 148.5 feet to a 1" x 36" iron pipe set; thence S. 19° 30' West 220 feet to a 1" x 36" iron pipe set at the North R/W of Highway #100; thence S. 70° 20' E. along the North R/W of Highway 100 148.5 feet to the point of beginning.

WHEREAS, the parties of the second part are the fee simple owners of a certain tract of land situated in the County of Gasconade, State of Missouri, described as follows:

The West half of Lot 2 and all of Lot 3, commencing at the NE corner of the SW 1/4 Sec. 32, Twp. 46 N., Range 4 West, (corner is a 3/4" x 26" iron rod set at the West road line) and running due South a distance of 892 feet to the North R/W of Hwy. 100; thence N. 70° 20' W. a distance of 297.67 feet to an iron pipe set at the North R/W of Hwy. 100, the point or place of beginning; thence N. 70° 20' W. a distance of 290.17 feet; thence N. 19° 40' E. a distance 220 feet to an iron pipe set; thence S. 70° 20' E. a distance of 290.17 feet to an iron pipe set; thence S. 19° 40' W. a distance 220 feet to the point or place of beginning, containing in all 1.495 acres, more or less and located in the NE 1/4 of the SW 1/4 of Sec. 32, Twp. 46 North, Range 4 West of 5th P. M.

WHEREAS, said tracts hereinbefore described are adjoining tracts of land having a common boundary line, that is, the East boundary line of the Brethorst tract and the West boundary line of the Bickmeyer tract, and upon which tracts are situated residential dwellings owned by the respective parties hereto, and

WHEREAS, parties hereto have caused a deep fresh water well to be drilled upon the boundary line between said tracts at a point 88 feet South from the Northeast corner of the hereinbefore described Brethorst tract or the Northwest corner of the hereinbefore described Bickmeyer tract, the cost of which well was equally shared by the parties hereto, and

WHEREAS, the parties hereto have caused to be constructed over said deep well a frame pumphouse measuring six feet by eight feet centered over said deep well and situated in the east-west direction with the eight foot sides facing the north and south respectively; the cost of which pump house was equally shared by the parties hereto, and

WHEREAS, the parties hereto are now jointly using said well for the benefit and enjoyment of their respective properties, and

WHEREAS, the parties have constructed said well as a party well and intend that said well shall hereafter be equally and jointly owned and operated by the parties hereto, their executors, administrators, successors and assigns, and

WHEREAS, the parties hereto further intend that said respective owners of the hereinbefore described Brethorst and Bickmeyer tracts, their executors, administrators, successors, and assigns, shall forever have an equal right and privilege to take and use water from said well for residential purposes in and upon said tracts.

NOW THEREFORE, for and in consideration of these premises, the terms, agreements, covenants and stipulations, the parties hereby agree as follows, to-wit:

1. It is mutually agreed by the parties hereto, their heirs, personal representatives and assigns, that the deep well constructed on the boundary line as hereinbefore described, shall be a party well for the use and benefit of the respective owners of said hereinbefore described Brethorst and Bickmeyer tracts; that the respective owners of said tracts shall have an equal right to use water from said well for residential purposes related to their respective tracts; that the respective owners of said tracts shall have an equal right to enter upon the lands of the other immediately surrounding said well and pumphouse hereinbefore described, for the purpose of examining, maintaining and repairing said well and pumphouse and all fixtures and equipment related thereto; that each party hereto, their heirs, personal representatives and assigns expressly covenant to equally share all costs of maintaining, operating and repairing said deep well and pumphouse; and that all conveyances by the parties hereto, their heirs, personal representatives and assigns, of the within described tracts of land shall contain the party well provisions set forth in this paragraph and that these covenants shall be construed as running with the respective lands or tracts.

2. That this agreement shall be binding upon the parties hereto and their respective heirs, personal representatives, executors and assigns.

IN WITNESS WHEREOF, THE PARTIES HAVE SUBSCRIBED THEIR NAMES in duplicate on this 30th day of August, 1958.

Osborne M. Brethorst.
Virginia Brethorst.
Parties of First Part.

Edmund E. Bickmeyer.
Eleanor Bickmeyer.
Parties of Second Part.

STATE OF MISSOURI }
COUNTY OF GASCONADE } SS

On this 30th day of August, 1958, before me personally appeared Osborne M. Brethorst and Virginia Brethorst, his wife, 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 at my office in Hermann, Missouri, the day and year first above written.

Randolph E. Puchta.
Notary Public.

(SEAL) My term expires 9-6-1959.

STATE OF MISSOURI }
COUNTY OF GASCONADE } SS

On this 30th day of August, 1958, before me personally appeared Edmund E. Bickmeyer and Eleanor Bickmeyer, his wife, 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 at my office in Hermann, Missouri, the day and year first above written.

Randolph E. Puchta.
Notary Public.

(SEAL) My term expires 9-6-1959.

Filed for record this 8th day of October, 1958, at 10:00 o'clock A. M.

Emilie Y. Block
Recorder.
Eleanor Bickmeyer
Deputy.
