2022-03623
I CERTIFY THIS INSTRUMENT
WAS FILED FOR RECORD ON:
10/20/2022 03:20:47 PM
MARION COUNTY, ARKANSAS
DAWN MOFFET, CIRCUIT CLERK
CATHY
PAGES: 4

**Shared Water Well Agreement**

This Agreement, made and entered into this 4th day of October by and between Keith S. Lawler and Laura M. Lawler, Trustees of the Keith S. Lawler and Laura M. Lawler Joint Revocable Living Trust dated March 31, 1998, hereinafter referred to as the "supplying party," and Jerry W. Bernet, hereafter referred to as the "supplied party:"

WHEREAS, the supplying party is the owner of property located in Marion County, Arkansas, which property is hereafter referred to as "Parcel 1" and is more fully described as follows:

Lot 25 Indian Meadows Subdivision, Marion County, Arkansas, as shown by the recorded plat thereof.

WHEREAS, the supplied party is the owner of property located in Marion County, Arkansas, which property is hereafter referred to as "Parcel 2" and is more fully described as follows:

Lot 26 Indian Meadows Subdivision, Marion County, Arkansas, as shown by the recorded plat thereof.

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 sharing the cost of supplying said water; and

WHEREAS, there is located a well upon the above described property of supplying party; together with water distribution facilities, hereinafter referred to as "water distribution system", for the purpose of supplying water to all properties connected to the said water distribution system; 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, the said well is deemed by the parties hereto to 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 this Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to said well and water distribution system.

NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system situated on Parcel 1 shall be used by the parties to this Agreement, as well as by all future owners and occupants of said Parcels 1 and 2, upon the following terms and conditions:

1. That as hereinafter provided, the parties hereto (and their heirs, successors and assigns, for the exclusive benefit of the respective parcels of said real estate, and for the exclusive use of the households residing thereon), are hereby granted the right in common with the other parties to this Agreement, to draw water from the well located on Parcel 1 for domestic use *excluding* the right to draw water to fill swimming pools of any type.

2. That the parties hereto shall pay or cause to be paid promptly, a proportionate share of all expenses for the operation and maintenance of the well and water distribution system that may become necessary. Each respective share shall be determined by dividing the amount of each expense by two, it being understood that the supplying party and the supplied party shall pay an amount equal to one half of the total of such necessary repair or replacement. Shared expenses include the cost of electricity for pumping, repairs and maintenance on said well and water distribution system.

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

4. That the consent of all 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.

5. That it is the agreement of the parties hereto that the payment for energy cost shall be made not later than the 15th day of each succeeding month during the term of this Agreement. In the event that any such payment remains unpaid for a period of 30 days, the supplying party may terminate the supply of water to the supplied party until all arrearages in payment are received by the supplying party.

6. That each of the parties to this Agreement does hereby grant to the other, his heirs, successors and assigns, such easements 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. These easements have been executed by separate instruments simultaneously with execution of this Agreement and will be recorded in the Marion County Circuit Clerk and Recorder's office in Yellville, Arkansas.

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

8. 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.

9. That only 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 other persons, other than 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.

10. 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.

Witness our signatures this 1st day of October 2022.

Keith S. Lawler Trustee
Keith S. Lawler, Trustee of the Keith S. Lawler and Laura M. Lawler Joint Revocable Living Trust dated March 31, 1998

Laura M Lawler Trustee
Laura M. Lawler, Trustee of the Keith S. Lawler and Laura M. Lawler Joint Revocable Living Trust dated March 31, 1998

**ACKNOWLEDGMENT**

STATE OF Missouri )
)ss
COUNTY OF Saint Louis )

On this day, before me, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Keith S. Lawler, Laura M. Lawler, to me personally well known (or satisfactorily proven to be such persons), who stated that they were duly authorized to execute the foregoing instrument, and further stated and acknowledged that they had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 1st day of October, 2022.

Julie Schwartz
Notary Public

02/18/2025
My commission expires:

JULIE SCHWARTZ
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES FEBRUARY 18, 2025
JEFFERSON COUNTY
COMMISSION #21697272

Witness our signatures this 4th day of October 2022.

Jerry W. Bernet

Jerry W. Bernet

**ACKNOWLEDGMENT**

STATE OF ~~ARKANSAS~~ Missouri )
)ss
COUNTY OF Wright )

On this day, before me, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Jerry W. Bernet, to me personally well known (or satisfactorily proven to be such persons), who stated that he were duly authorized to execute the foregoing instrument, and further stated and acknowledged that they had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 4th day of October, 2022.

Tammy D. Roberts
Notary Public

Sept. 11, 2023
My commission expires:

TAMMY D ROBERTS
Notary Public – Notary Seal
STATE OF MISSOURI
Wright County
My Commission Expires Sept. 11, 2023
Commission #19687474

Document Prepared By:
Jason Duffy, Attorney at Law
PO Box 401, Yellville, AR 72687
legaltitledeeds@gmail.com

**EASEMENT DEED**

KNOW ALL BY THESE PRESENTS:

THAT we, **Jerry W. Bernet, unmarried, survivor of Joyce K. Bernet**, GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, paid by **Jerry Moore and Tammy Moore, husband and wife, and Keith S. Lawler and Laura M. Lawler, Trustees of the Keith S. Lawler and Laura M. Lawler Joint Revocable Living Trust dated March 31, 1998**, GRANTEES, do hereby grant, bargain, sell and convey unto Grantees, an easement along and across the following described lands located in the County of Marion, State of Arkansas:

A 25' non-exclusive ingress, egress, and utility easement described as follows: Beginning at the southwest corner of Lot 35 Indian Meadows Subdivision, Marion County, Arkansas; thence east along the south line of lot 35 60' to a point; thence north 25' to a point; thence west 60' to a point on the west line of lot 35; thence south 25' to the point of beginning.

TO HAVE AND TO HOLD the same unto the Grantees and unto their successors, heirs and assigns forever. And the Grantor hereby covenant with the Grantees that the Grantor will forever warrant and defend the easement to said lands against all lawful claims whatsoever.

The Grantor may continue fully to use and enjoy the premises subject to the easement hereinabove granted to the Grantees.

IN WITNESS WHEREOF, the names of the Grantors are hereunto affixed this 4th day of October, 2022.

By: Jerry W. Bernet
Jerry W. Bernet, Grantor

**ACKNOWLEDGMENT**

STATE OF ~~ARKANSAS~~ Missouri )
) ss
COUNTY OF Wright )

On this day, before me, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Jerry W. Bernet, to me personally well known (or satisfactorily proven to be such persons), who stated that they were duly authorized to execute the foregoing instrument, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 4th day of October, 2022.

Tammy D. Roberts
Notary Public

Sept 11, 2023
My commission expires:

TAMMY D ROBERTS
Notary Public – Notary Seal
STATE OF MISSOURI
Wright County
My Commission Expires Sept. 11, 202
Commission #19667474

Document Prepared By:
Jason Duffy, Attorney at Law
PO Box 401, Yellville, AR 72687