

WHEREAS, the current owners of the Duncan Farm Tract II are Ryan Schemel and MacKenzie R. Schemel, husband and wife. (Collectively the above mentioned current owners of the Duncan Farm Tract I and the aforementioned owners of Duncan Farm Tract II may be referred to as "**Grantors**"); and

WHEREAS, in that certain General Warranty Deed dated August 10, 2000, and recorded in the Land Records of Cape Girardeau County, Missouri in **Book 1074, Page 303**, the Tolberts conveyed to Mary H. Aldridge and Danny E. Reid, wife and husband, a **40.96** acre tract of land, more or less (the "**Aldridge Tract**"), subject to a restriction relating to mobile homes (the "**Restriction**"), to wit:

This conveyance is subject to and restricted so that no mobile, modular or manufactured home or residence may be placed upon, erected or used on the conveyed tract. The conveyed tract shall be further restricted for residential or agricultural uses only. No abandoned vehicles, junk or trash may be placed or maintained on the tract. Any violation of these restrictions may be enforced and remedied by injunction and award of Attorney's fees and cost against the Grantees for any such enforcement action. These restrictions may be enforced by the Grantors, their heirs, successors and assigns. These restrictions shall run with and burden the Grantees land conveyed by this Deed. The restrictions shall benefit and run with the Grantors land retained by them of which this tract is a part known generally as the "Duncan Farm" as described by Deeds recorded in Book 1032 at Page 471 and Book 779 at Page 989.

which restriction was created for the benefit of the land lying north of, west of, and adjacent to the Aldridge Tract, which is the Duncan Farm Tract I and the Duncan Farm Tract II; and

WHEREAS, in that certain General Warranty Deed dated March 20, 2006, and recorded in the Land Records of Cape Girardeau County, Missouri in **Book 2006, Page 04094**, Mary H. Aldridge and Danny E. Reid, wife and husband, conveyed that portion of the Aldridge Tract described in **Exhibit A**, attached hereto and incorporated herein by reference, to Elizabeth F. Rigdon a/k/a Elizabeth A. Rigdon, Trustee of the Elizabeth A. Rigdon Revocable Trust (hereinafter referred to as the "Trust");

CAPE GIRARDEAU COUNTY PUBLIC HEALTH CENTER
SECTION FOR ENVIRONMENTAL PUBLIC HEALTH
ON-SITE SEWAGE CONSTRUCTION PERMIT/FINAL INSPECTION

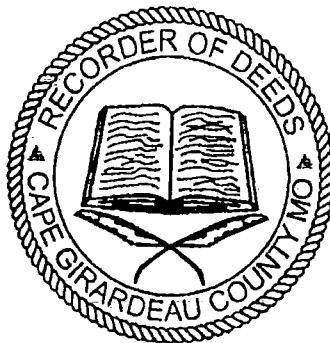
PERMIT NUMBER 031-068-24
 DATE PERMIT ISSUED 12-3-2024

OWNER NAME <u>Loma Shepard</u>		LATITUDE		LONGITUDE	
SITE ADDRESS <u>184 Hope Hill Road</u>		CITY <u>Oak Ridge</u>		ZIP CODE <u>63769</u>	
SYSTEM IS ☐ NEW ☒ REPLACEMENT ☐ REPAIR		INSTALLER ID NUMBER <u>30741</u>		INSTALLER NAME <u>Eddie Cook Jr.</u>	
SERVES ☒ RESIDENCE - NUMBER OF BEDROOMS <u>2</u> ☐ BUSINESS - NUMBER / UNITS _____ ☐ FOOD SERVICE ☐ LODGING ☐ OTHER _____		INSTALLER REGISTERED? ☒ YES ☐ NO			
		NOTIFICATION OF SYSTEM COMPLETION BY INSTALLER*			
		NOTIFICATION DATE		TIME	COMPLETION DATE <u>12/6/2024</u>
DAILY FLOW <u>240 gpd</u>	SOIL LOADING RATE <u>5</u>	PERC RATE		NOTES	
SOIL TESTER ID NUMBER <u>10031</u>	SOIL TESTER NAME <u>Brad McKee</u>				
CONSTRUCTION PERMIT			FINAL INSPECTION		
PERMITTED SYSTEM SPECIFICATIONS			Check box(es) below if installed component meets permit requirements. If not, list deficiencies. (Attach additional pages if needed.)		
STABILIZATION POND (LAGOON)			☐		
POND DIMENSIONS	WASTEWATER DEPTH	POND SEAL			
☒ SEPTIC TANK <u>Existing</u> ☐ AERATION UNIT			☐		
MANUFACTURER <u>unknown</u>	LIQUID/TREATMENT CAPACITY <u>1,000 gal.</u>	CONSTRUCTION MATERIALS <u>concrete</u>			
PUMP TANK			☐		
MANUFACTURER	LIQUID CAPACITY	CONSTRUCTION MATERIALS			
ALTERNATIVE TREATMENT COMPONENT SPECIFICATIONS (Type / Size)			☐		
DISTRIBUTION			☐		
☒ D-BOX ☐ SERIAL ☐ FLATLOT LAYOUT ☐ DOSED ☐ PRESSURE NOTES:					
TYPE OF ABSORPTION SYSTEM <u>Pipe / Gravel</u>		TOTAL AREA <u>900A sq</u>	☐		
LATERALS					
NUMBER / LENGTH(S) <u>3 / 100 ft.</u>	X WIDTH <u>3 ft.</u>	X DEPTH <u>20"</u>			
CURTAIN DRAIN ☐ YES ☒ NO		DEPTH	☐		
SETBACK VARIANCES (ATTACH ADDITIONAL PAGES, DRAWINGS, ETC. IF NEEDED)			☐		
COMMENTS			☐ AN INSTALLER'S "AS BUILT" DRAWING IS ATTACHED SHOWING ALL APPROVED CHANGES. ☒ IN ACCORDANCE WITH 701.043.3 AND 701.050 RSMO. A FINAL INSPECTION WAS NOT CONDUCTED. A CERTIFICATION WITHOUT ON-SITE INSPECTION IS ATTACHED.		
			FINAL INSPECTION APPROVED ☒ YES ☐ NO DATE <u>3/31/2025</u>		
DATE APPLICATION <u>12/3/2024</u>		PERMIT # EXPIRES <u>12/3/2025</u>		EPHS SIGNATURE <u>[Signature]</u>	
EPHS SIGNATURE <u>[Signature]</u>		EPHS NUMBER <u>1492</u>		REINSPECTION APPROVED ☐ YES ☐ NO	
		EPHS SIGNATURE		DATE	
*NOTE: INSTALLER AND HOMEOWNER READ IMPORTANT INFORMATION ON BACK OF FORM			EPHS NUMBER		



8 3 1 5 1 2 9

Tx:4172839



DOCUMENT #

2021-12364

**ANDREW DAVID BLATTNER
RECORDER OF DEEDS
CAPE GIRARDEAU COUNTY, MO
RECORDED ON
09/13/2021 11:12:46 AM
REC FEE: 48.00
PAGES: 9**

Title of Document: Appurtenant Access Easement Deed

Date of Document: September 8, 2021

Grantor(s): Mississippi Valley Therapeutic Horsemanship

Grantee(s): Elizabeth F. Rigdon (a/k/a Elizabeth A. Rigdon), Trustee of the
ELIZABETH A. RIGDON REVOCABLE TRUST U/A/D
December 15, 1994, as amended.

Mailing address of Grantee(s): 6144 Cardrona Drive, Cape Girardeau, MO 63703

Reference Book and Page(s):

Legal Description: See attached.

APPURTENANT ACCESS EASEMENT DEED

THIS DEED, made and entered this 8th day of September, 2021, by and between:

MISSISSIPPI VALLEY THERAPEUTIC HORSEMANSHIP, a
Missouri nonprofit corporation,

of the County of Cape Girardeau, State of Missouri, (hereafter "Grantor"), and

**Elizabeth F. Rigdon (a/k/a Elizabeth A. Rigdon), Trustee of the
ELIZABETH A. RIGDON REVOCABLE TRUST U/A/D December
15, 1994, as amended,**

of the County of Cape Girardeau, State of Missouri, (hereafter "Grantee") (mailing address of 6144
Cardrona Dr., Cape Girardeau, MO 63703).

WHEREAS, Grantor is seized of an estate in fee simple of a parcel of land located in Cape
Girardeau County, Missouri, and legally described as follows:

*See attached **Exhibit A**, being that property described in Document Number
04-01255, dated January 23, 2004, and recorded January 27, 2004.*

WHEREAS, Grantee is seized of an estate in fee simple of a parcel of land located in Cape
Girardeau County, Missouri, and legally described as follows:

*See attached **Exhibit B**, being that property described in Document Number
2006-04094, dated March 20, 2006, and recorded March 28, 2006.*

WHEREAS, Grantor wishes to grant to Grantee, and Grantee wishes to benefit from, a
road easement for ingress and egress situated on a portion of Grantor's property;

WHEREAS, Grantor by this instrument grants unto Grantee the easement hereinafter
described, said easement to run with the land, burdening Grantor's property and benefiting
Grantee's property, as depicted in survey attached as **Exhibit C**, and the zoomed survey image

attached as *Exhibit D*, and labeled "*EASEMENT I*" within both *Exhibit C and D*, said easement having the following legal description (hereinafter the "**TRACT**"):

THAT PART OF THE NORTHEAST QUARTER OF SECTION 8,
TOWNSHIP 33 NORTH, RANGE 12 EAST OF THE FIFTH
PRINCIPAL MERIDIAN, CAPE GIRARDEAU COUNTY, MISSOURI,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 8;
THENCE SOUTH 89°34'27" WEST ALONG THE NORTH LINE OF
SAID SECTION 8, 69.00 FEET TO A POINT ON THE WEST RIGHT
OF WAY LINE OF MISSOURI STATE ROUTE "D"; THENCE
LEAVING SAID NORTH LINE, AND ALONG SAID WEST RIGHT
OF WAY LINE THE FOLLOWING COURSES, SOUTH 00°17'19"
EAST 947.83 FEET; THENCE SOUTH 08°32'33" WEST 97.91 FEET;
THENCE SOUTH 00°27'25" EAST 353.60 FEET; THENCE SOUTH
08°57'35" EAST 101.11 FEET; THENCE SOUTH 00°27'25" EAST
979.89 FEET TO THE SOUTHEAST CORNER OF A TRACT OF
LAND DESCRIBED IN DOCUMENT NO. 2006-04094, IN THE LAND
RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, THENCE
LEAVING SAID WEST RIGHT OF WAY LINE, SOUTH 89°34'05"
WEST ALONG THE SOUTH LINE OF SAID TRACT, 483.28 FEET TO
THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING
SAID SOUTH LINE, NORTH 20°11'41" WEST ALONG THE WEST
LINE OF SAID TRACT, 31.88 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, AND LEAVING SAID
WEST LINE, SOUTH 89°34'05" WEST 14.72 FEET; THENCE ALONG
A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, FOR
AN ARC LENGTH OF 48.69 FEET, THE CHORD OF SAID ARC
BEARS NORTH 43°56'04" WEST 43.52 FEET; THENCE NORTH
02°33'47" EAST 81.10 FEET TO A POINT ON SAID WEST LINE OF
SAID TRACT; THENCE SOUTH 20°11'41" EAST ALONG SAID
WEST LINE, 51.70 FEET; THENCE LEAVING SAID WEST LINE,
SOUTH 02°33'47" WEST 33.42 FEET; THENCE ALONG A CURVE
TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, FOR AN ARC
LENGTH OF 16.23 FEET, THE CHORD OF SAID ARC BEARS
SOUTH 43°56'04" EAST 14.51 FEET; THENCE NORTH 89°34'05"
EAST 7.53 FEET TO A POINT ON SAID WEST LINE OF SAID
TRACT; THENCE SOUTH 20°11'41" EAST ALONG SAID WEST
LINE, 21.25 FEET TO THE POINT OF BEGINNING.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents **GRANT, BARGAIN, SELL and CONVEY** unto the Grantee, its successors and assigns, the full and free right and liberty for Grantee and its tenants, servants, visitors and licensees, at all times hereafter, a perpetual, nonexclusive right of way and easement in, upon,

about, over and through the above described **TRACT** for the purpose of ingress and egress to provide access to the Grantee's property, subject to the following terms:

Grantee and Grantor shall share equally in all costs associated with routine maintenance and repair of the above described **TRACT**. In the event Grantee's use of the aforesaid easement causes damage or injury to the above described **TRACT** or to Grantor's property, then Grantee shall bear the costs thereof. Likewise, in the event Grantor's use of the aforesaid easement causes damage or injury to the above described **TRACT** or to Grantee's property, then Grantor shall bear the costs thereof.

Grantee shall utilize the aforesaid easement in a reasonable and prudent manner, and Grantee's use of said easement shall not unduly prevent Grantor's quiet enjoyment of its property. Grantor shall refrain from unduly inhibiting or preventing Grantee from utilizing and accessing the aforesaid easement and above described **TRACT**.

TO HAVE AND TO HOLD the said **EASEMENT**, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to its successors and assigns, **FOREVER**, the Grantor hereby covenanting that it is the owner in fee simple of the above-described **TRACT** and have the legal right to convey same.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands:

GRANTOR:
MISSISSIPPI VALLEY
THERAPEUTIC HORSEMANSHIP
a Missouri nonprofit corporation

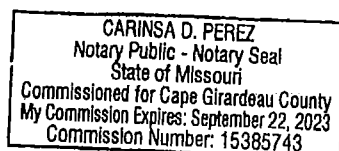

Nancy Robertson – PRESIDENT

STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

On this 8th day of September, 2021, before me personally appeared Nancy Robertson, who being duly sworn did say that she is the President of Mississippi Valley Therapeutic Horsemanship, and the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors and that the said President acknowledges that this instrument is the free act and deed of the corporation.

Witness my hand and official seal.

Carissa D. Perez
Notary Public

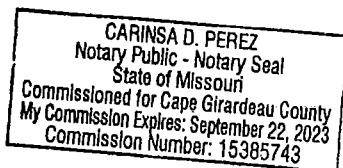


ELIZABETH A. RIGDON
REVOCABLE TRUST U/A/D
December 15, 1994, as amended

Elizabeth J. Rigdon

STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

Witness my hand and official seal.



Carina D. Perez

Notary Public

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.

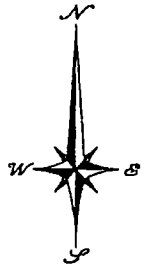
Subject to terms, conditions, restrictions, reservations and easements of record, if any.

EXHIBIT**B**

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 East, 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 East, 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, as shown on Plat of Survey by Richard T. Kogge, dated February 5, 2006.

EXHIBIT

C



NORTH BASIS
MISSOURI STATE PLANE
COORDINATE SYSTEM 1983
EAST ZONE
MO00T VRS NAD83(2011)



REFERENCES

1. DOCUMENT NO. 2006-04094 (SUBJECT)
2. DOCUMENT NO. 2004-01255
3. BOOK 1294, PAGE 332

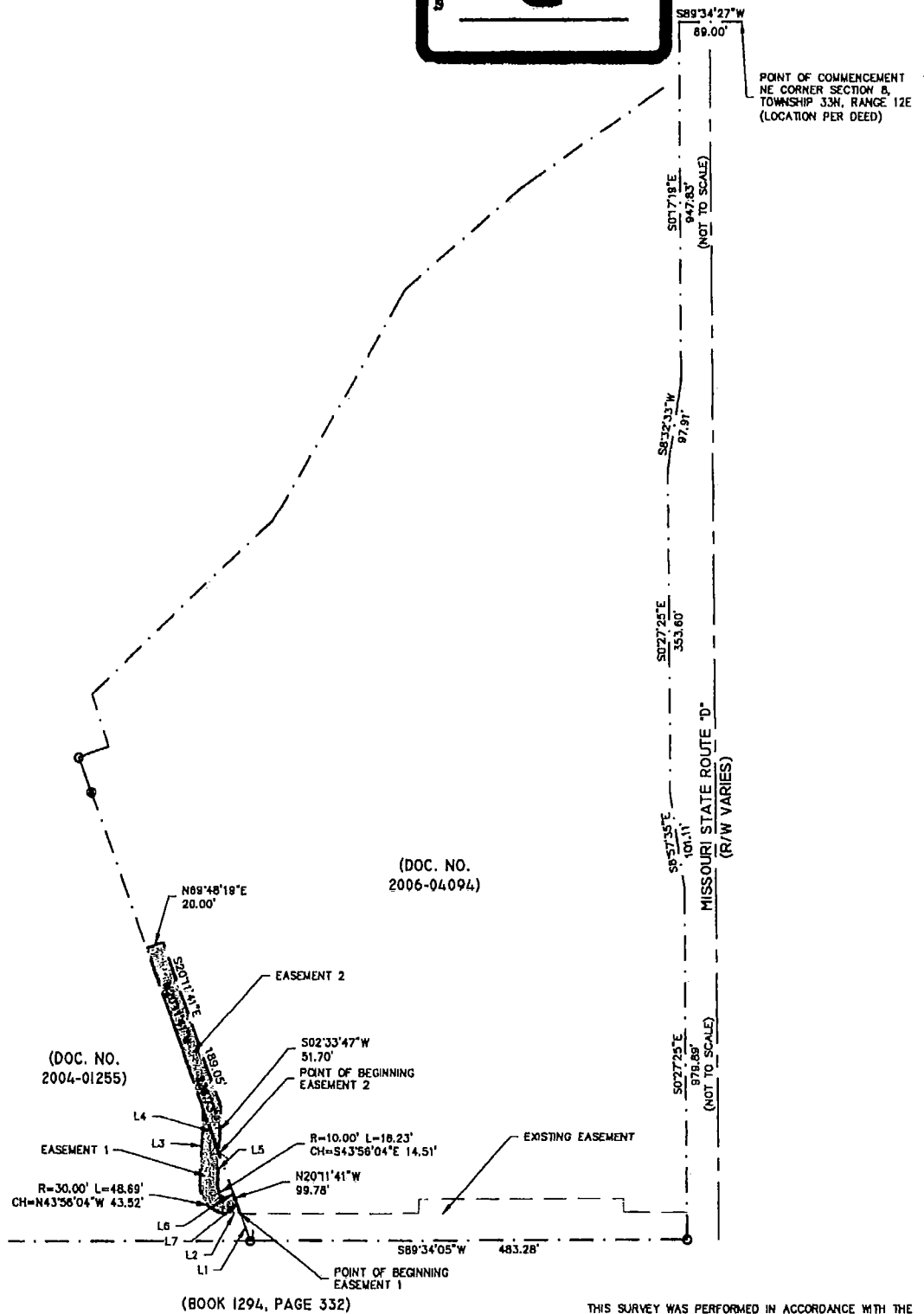
PARCEL LINE TABLE

Line #	Direction	Length
L1	N20°11'41"W	31.88'
L2	S89°34'05"W	14.72'
L3	N2°33'47"E	81.10'
L4	S20°11'41"E	51.70'
L5	S2°33'47"W	33.42'
L6	N89°34'05"E	7.53'
L7	S20°11'41"E	21.25'

ACCURACY STANDARD: TYPE RURAL

LEGEND

1. ● 1/2" IRON ROD (SET)
2. ⊙ 5/8" IRON ROD W/ALUM CAP (SET)
3. ⊙ IRON ROD W/CAP (FOUND)
4. ⊙ IRON ROD (FOUND)
5. ⊙ IRON PIPE
6. □ STONE
7. ◇ COTTON PICKER SPINDLE
8. ⊕ CHISELED CROSS
9. ⊕ AXLE
10. ⊕ ALUMINUM MONUMENT
11. △ RIGHT-OF-WAY MARKER
12. (M) MEASURED
13. (R) RECORDED



THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE
CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY
BOUNDARY SURVEYS AS MADE EFFECTIVE JUNE 30, 2017. IN
WITNESS WHEREOF, I HAVE SET MY SEAL AND SIGNATURE
THIS 19TH DAY OF MAY 2021.

ROONEY W. AMOS MO-PLS 2007000072
113 WEST MAIN STREET
JACKSON, MISSOURI 63755

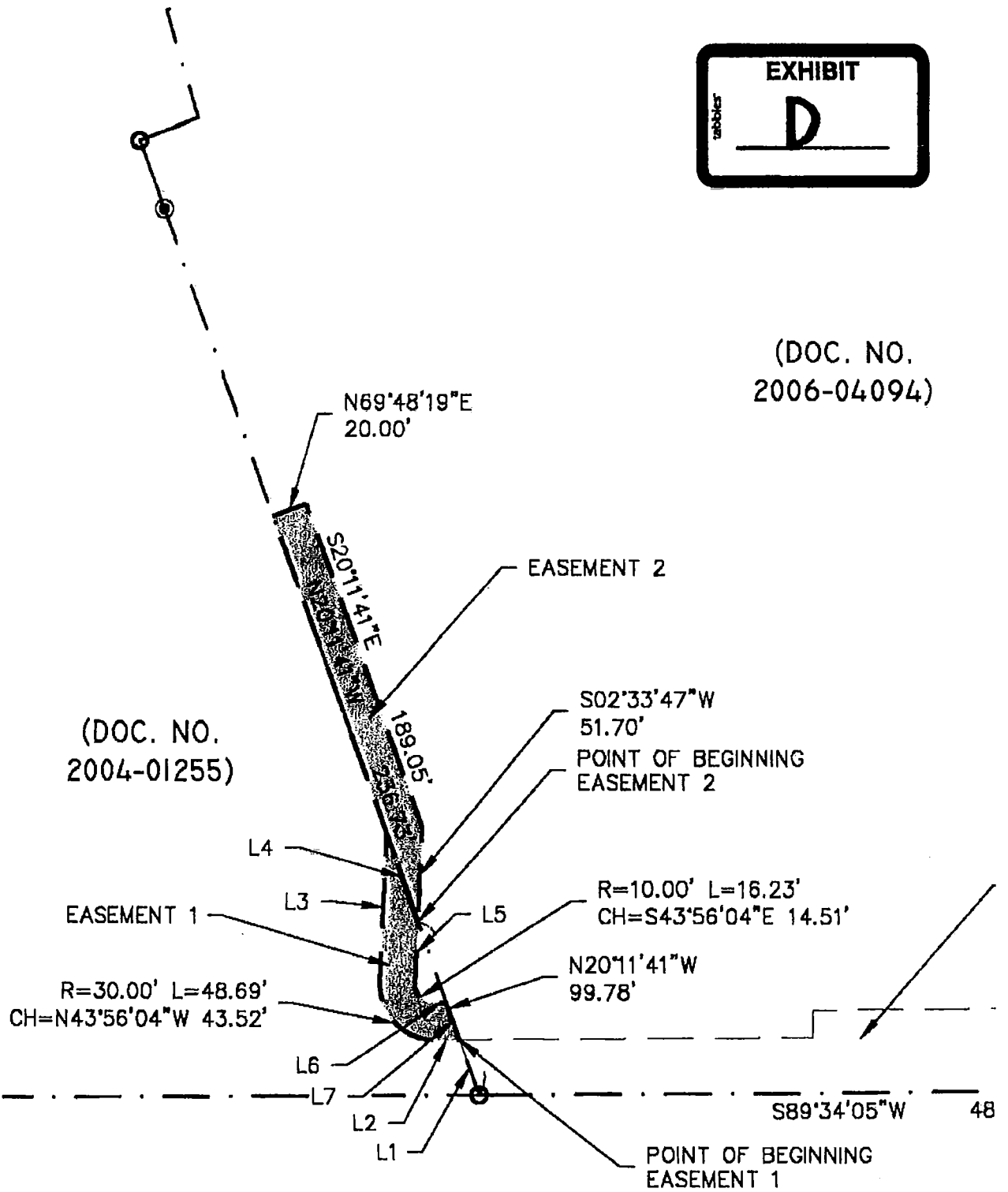


(DOC. NO.
2006-04094)

(DOC. NO.
2004-01255)

AL

(SET)



(BOOK 1294, PAGE 332)



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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 & Wimpund
36 Chg

WATER WELL AGREEMENT

JANET ROBERT

Vickie Meyer 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. Ridgon, President
Elizabeth F. Ridgon, President

(SEAL)
ATTEST

Christy Bock
Christy Bock, ~~Secretary~~
Treasurer

SECOND PARTY

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

By Elizabeth F. Ridgon
Elizabeth F. Ridgon, Trustee

STATE OF MISSOURI

)

) ss

COUNTY OF CAPE GIRARDEAU

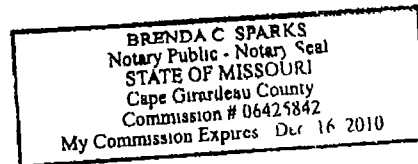
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On this 19th day of ~~September~~ ^{December}, 2007, before me personally appeared ELIZABETH F RIGDON, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she is the President of Mississippi Valley 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

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On this 19th day of ~~September~~ ^{December}, 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

