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CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, Missouri
BY: KAUERSWALD \$39.00

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DEDICATION AGREEMENT

THIS AGREEMENT is made as of October 1st, 2015, between DEMIEN DEVELOPMENT COMPANY., a Missouri corporation ("Developer"), and BEAR CREEK ESTATES HOMEOWNERS ASSOCIATION, LLC, a Missouri limited liability company ("Association").

WHEREAS, Developer is the developer of the residential subdivision in Wentzville, St. Charles County, Missouri known as Bear Creek Estates (the "Subdivision"); and

WHEREAS, Developer currently owns lots 50A, 52A, and the common areas of the Subdivision; and

WHEREAS, the Master Declaration of Covenants and Restrictions of Bear Creek Estates (the "Declaration") is recorded in Book 1994 Page 1643 through Page 1653 of the Office of the Recorder of Deeds of St. Charles County, Missouri; and

Whereas, said Master Declaration of Covenants and Restrictions of Bear Creek Estates was amended on the 1st day of October, 2015, and said amendment is recorded in Book DE6435, Page 1453 of the Office of Recorder of Deeds of St. Charles County, Missouri; and

WHEREAS, pursuant to Section D of the Declaration, the Developer is the Trustee of the Subdivision, since it has not sold all of the lots it owns; and

WHEREAS, Developer is entering this Agreement in order to turn over and surrender control of the Subdivision to the Association; and

WHEREAS, Developer is, by this Agreement, and pursuant to Section D of the Declaration, voluntarily calling for the election of successor trustees;



WHEREAS, this Agreement is being entered into in connection with the concurrent turnover of control of the Board of Directors of the Association from Developer to the residents of the Subdivision:

NOW, THEREFORE, the parties agree as follows:

1. Transfer of Title to Common Areas. Developer, by these presents dedicates unto the Association all of its interest and title, subject to any of the rights retained herein, if any, to the common areas of the Subdivision, as more particularly described in the plat of the Subdivision recorded in Plat Book , Page _____ of the Office of the Recorder of Deeds of St. Charles County, Missouri together with any associated improvements and equipment thereon in the Subdivision, St. Charles County, Missouri.
2. Transfer of Title to Lot 50A. Developer, by these presents dedicates unto the Association all of its interest and title, subject to any of the rights retained herein, if any, to the following described property: Lot 50A of the Subdivision, as currently platted, and associated improvements and equipment thereon in the Subdivision, St. Charles County, Missouri.
3. Developer Financial Contributions. The parties agree and stipulate that the transfer and dedication of Lots 51A and 51B, as set forth in Paragraph 2 above, is adequate consideration and contribution by the Developer to support the terms and conditions, promises and covenants contained in this Agreement.
4. Operation of Common Areas.
 - a. Except as provided in subsection (b) below, from and after the date hereof, the Association shall be responsible for and shall make all decisions and bear all costs and expenses relating to the ownership, operation and maintenance of the common areas of the Subdivision and all other expenses that are to be paid by the Association under the Master Declaration of Covenants and Restrictions of Bear Creek Estates (the "Declaration"). From and after the date hereof, the Association, at its expense, will be responsible for insuring all common areas and will cause Developer to be named as an additional insured in the Association's liability policy until Developer has filed a Certificate of Substantial Completion for the Subdivision. In addition, the Association shall provide casualty insurance on the Developer's lots in accordance with past practices.
5. Notice of Assignment of Stormwater Improvements Easement and Maintenance Agreement.

a. Notice is given that Developer did assign that certain Stormwater Improvements Easement and Maintenance Agreement dated June 18, 1997, by and between the City of Wentzville, Missouri and Demien Development



Company, (hereinafter "Stormwater Agreement") to the Bear Creek Golf, LLC, a Missouri limited liability company, on October 23, 2013 and said assignment is recorded in Book DE6111, Page 79 of the Office of Recorder of Deeds of St. Charles County, Missouri.

b. Pursuant to said assignment, Bear Creek Golf, LLC did assume all "Maintenance" obligations as set forth in Paragraph 3 of the Stormwater Agreement and is therefore responsible for maintaining the Stormwater Detention Improvements, as defined in the Stormwater Agreement, in good repair, all as specifically set forth in Paragraph 3 of said Stormwater Agreement.

c. Further, Bear Creek Golf, LLC did agree to accept the Stormwater Improvement Easements, as described in Paragraph 1 of the Stormwater Agreement and Bear Creek Golf, LLC accepted said easements for the purpose of constructing, operating and maintaining the Storm Water Detention Improvements, all for the use, enjoyment and benefit of the District Property, as described in the Stormwater Agreement.

d. Further, bear Creek golf, LLC did agree that it possesses the experience and financial capability to undertake and complete the duties and obligations set forth in the Stormwater Agreement, so as to provide for and support the assignment of the Stormwater Agreement as set forth above.

6. Notice of Assignment of Bear Creek Golf Community Development Agreement.

a. Notice is given that Developer did assign that certain Bear Creek Golf Community Development Agreement dated April 9, 1997, by and between the City of Wentzville, Missouri and Demien Development Company, (hereinafter "Development Agreement") to Bear Creek Golf, LLC, a Missouri limited liability company, on October 23, 2013, and said assignment is recorded in Book DE6112, Page 1385 of the Office of Recorder of Deeds of St. Charles County, Missouri.

b. Pursuant to said assignment, Bear Creek Golf, LLC did assume to become the "Developer" under the Development Agreement and agree to undertake the "Developer Undertakings", as set forth in Article III, Section 3.3 of the Development Agreement, to the extent said Developer Undertakings have not been completed by Demien Development Company as of the date of said assignment.

c. Further, Bear Creek Golf, LLC expressly assumed all obligations to perform the Covenants Related to Property, as described in Article V, Section 5.2 of the Development Agreement.



d. Further, Bear Creek Golf, LLC agreed and acknowledged that it has the experience and financial capability to undertake and complete the duties and obligations as set forth in the Development Agreement, as required by Section 5.1 of the Development Agreement, so as to support said assignment.

7. Mutual Release.

a. The Association, for itself and its officers, directors and members, hereby releases and discharges Developer, and its officers, directors, employees and agents, from any and all claims and causes of action, losses, damages, suits, judgments and any liability whatsoever that any of the releasing parties may now or hereafter have against any of such released parties related to (i) the ownership, operation, or maintenance of the "Common Areas" of the Subdivision prior to the date hereof, or (ii) the operation, administration or control of the Association prior to the date hereof.

b. Developer, for itself and its officers, directors, employees, and agents, hereby releases and discharges the Association, and its officers directors, and members, from any and all claims and causes of action, losses, damages, suits, judgments and any liability whatsoever that any of the releasing parties may now or hereafter have related to (i) the ownership, operation, or maintenance of the "Common Areas" of the Subdivision prior to the date hereof, or (ii) the operation, administration or control of the Association prior to the date hereof.

8. Full Release. The Association, for itself and its officers, directors and members, hereby releases and forever discharges Developer, and its officers, directors, employees and agents, from any and all claims and causes of action, losses, damages, suits, judgments and any liability whatsoever that any of the releasing parties may now or hereafter have against Developer related to:

- a. The ownership, operation, or maintenance of the "Common Areas" of the Subdivision prior to the date hereof;
- b. The operation, administration or control of the Association prior to the date hereof
- c. The ownership, construction, operation, or maintenance of the community swimming pool;
- d. Detention ponds and lakes in the Development.

9. Turnover Date. For purposes of the Declaration and the Bylaws of the Association, the Developer agrees that the "Turnover Date" shall be the date of full execution of this Agreement. Prior to execution of this Agreement, the Developer has either sold all lots owned in the subdivision or voluntarily called for the election of Trustees, and the newly-elected Trustees are lot owners and residents of the Subdivision, who hereby represent that they have acted independently of the Developer and in the best



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interests of this Association and its members in connection with the negotiation and approval of this Agreement.

10. Governing Law. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and shall be governed by the laws of Missouri.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

(Remainder of this page left blank. Signature Pages to Follow)



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

On this 1st day of October, 2015, before me, Shannan Johnson, a Notary Public in and for said state, personally appeared JOHN P. CARUSO, RODNEY MCKENZIE and JOHN DRIVER, in their capacity as Trustees of BEAR CREEK HOMEOWNERS ASSOCIATION, LLC a Missouri limited liability company known to me to be the persons who executed the within Dedication Agreement on behalf of said limited liability company and acknowledged to me that they executed the same with the agreement of the majority in number of the Managers or Members of the company and that they executed the same for the purposes therein stated.

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

Shannan Johnson
Notary Public

My Commission Expires:



SHANNAN K. JOHNSON
My Commission Expires
January 31, 2017
St. Charles County
Commission # 13443150