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11-47844

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COMMUNITY WELL AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of November, 1981, by and among DALYCE LEE VanCleave, RAYMOND ROBERT SCOTT and KENNETH EUGENE BABICK, of Lethbridge, Alberta, Canada, hereinafter referred to as "Owners of Lot 14"; and LORIN T. JORDAN and KAY L. JORDAN, husband and wife, of Bigfork, Montana, hereinafter referred to as "Jordans"; and WILLIAM D. BURTON and DEBRA BURTON, husband and wife, of Bigfork, Montana, hereinafter referred to as "Burtons":

W I T N E S S E S:

WHEREAS, Owners of Lot 14 are purchasing a tract of land under a Contract for Deed situated in Flathead County, Montana, being more particularly described as follows, to-wit:

See Exhibit "A" attached hereto and by this reference incorporated herein as if the same were set forth herein verbatim.

AND WHEREAS, Jordans are the owners of a tract of land situated in Flathead County, Montana, being more particularly described as follows, to-wit:

See Exhibit "B" attached hereto and by this reference incorporated herein as if the same were set forth herein verbatim.

AND WHEREAS, Burtons are the owners of a tract of land situated in Flathead County, Montana, being more particularly described as follows, to-wit:

See Exhibit "C" attached hereto and by this reference incorporated herein as if the same were set forth herein verbatim.

AND WHEREAS, a water well, pump, tank and other items necessary to the operation of the well exists on the tract of land being purchased by the Owners of Lot 14 described above;

AND WHEREAS, the water well and pumping facilities, being described as the pump, tank and other items necessary to operation of the well, are located in the basement of the house on the land being purchased by the Owners of Lot 14;

AND WHEREAS, the Owners of Lot 14, Jordans and Burtons each own a one-third (1/3) interest in the water well located on the tract of land being purchased by the Owners of Lot 14 and the pumping facilities located on the land being purchased by the Owners of Lot 14;

AND WHEREAS, the Owners of Lot 14, Jordans and Burtons wish to enter into an agreement as to the use, ownership, maintenance, repair, replacement and operational cost of the water well and the pumping facilities located on the tract of land being purchased by the Owners of Lot 14 for the use, enjoyment and benefit of the parties respective tracts of land;

NOW, THEREFORE, in consideration of the mutual covenants and other agreements as herein set forth and faithful performance of all covenants hereinafter mentioned to be mutually preformed by the parties, the above named parties do hereby agree as follows:



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1. The above described ground water well and the pumping facilities shall be a community water well and the Owners of Lot 14 do hereby confirm, grant, sell, transfer, convey and set onto Burtons an undivided one-third (1/3) interest in and to said water well, water, casing, pump and pumping facilities installed and used in connection with said water well. In addition the Owners of Lot 14 do hereby grant to Jordans and Burtons an easement on, over, under and across their tract of land upon which the well is located and an easement twentieth-five (25) feet in width, the center of which shall be the water lines installed running across their tract to the other tracts for the purpose of construction, laying, building, maintaining and repairing the underground water lines for conveying water from said well to the remaining tracts of land.

2. The parties hereto agree that the water lines shall be installed and maintained underground and in no event shall any structure be constructed or located on the easement strip herein granted. PROVIDED, HOWEVER, that the Owners of Lot 14, the grantors, reserve the right to use the easement property for purposes which will not interfere with the grantees rights hereby granted. The grantees further agree to promptly backfill any trench made on this strip and repair any damage as a result of constructing, laying, building, maintaining and repairing the water line to their respective tracts of land. The grantees shall assume individual and sole liability for their respective water lines and for the construction, laying, building, maintaining and repairing of said water lines. In otherwords, the Burtons shall not be responsible for any costs related to the Jordans' water lines and the Jordans shall not be responsible for any costs related to the Burtons' water lines. The Owners of Lot 14 will not be responsible for any costs or expenses related to the maintenance of either the Burtons' or Jordans' water lines.

3. Each of the parties that have hooked up to the water well (whether using it or not) expressly agree to share equally the cost of maintaining, repairing, replacing and operating said water well and pumping facilities. PROVIDED, HOWEVER, that each party shall be solely liable and responsible for and shall individually pay the cost and expense of constructing, installing, replacing and repairing the water lines which shall run from said water well to their respective dwelling houses. Upon receipt of bills incurred in installing, maintaining and operating said water well, pump and pumping facilities and other accessories thereto necessary and convenient to the operation of said water well, the parties shall promptly pay the sum in equal shares as aforesaid.

4. Each of the parties hereto agrees that each of them shall use no more than one-third (1/3) of the water that the water well is producing. Further the parties shall not use the water from said water well on or in relation to any property other than that described herein and above. In this connection, it is understood and agreed that the interest being granted herein to each tract shall be used only for one (1) single family residence and their animals, lawns and gardens, on the tract of land.

5. In the event of a major breakdown of the water system, the owners of the water system at the time of such breakdown shall immediately proceed to repair the well and pumping facilities so as to restore the supply of water for the benefit of such users, and the parties and/or their successors, heirs or assigns to this Agreement shall be liable for their portion of the costs of such repair in equal shares.

6. It is acknowledged by the parties to this Agreement that the water system and pumping facilities which are the subject matter of this Agreement are located in the basement of the dwelling house located on the tract of land being purchased by the Owners of Lot 14. The Owners of Lot 14 grant, convey and give Jordans

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and Burtons an easement for ingress and egress to said basement and on, over, under and across their tract of land and further to do whatever is necessary to maintain the water system which is the subject matter of this Agreement in good working order. PROVIDED, HOWEVER, that the Jordans and Burtons agree not to exercise their rights of ingress to and egress from the basement of the dwelling house situated on the tract of land being purchased by the Owners of Lot 14 without giving the Owners of Lot 14 at least twenty-four (24) hours written notice of their intention to exercise their rights under this easement. The written notice shall be deemed served and the twenty-four (24) hour period shall begin to run when said notice is either delivered personally to the Owners of Lot 14 or is attached to the dwelling house situated on the property being purchased by the Owners of Lot 14. The Owners of Lot 14 further grant Jordans and Burtons an easement for ingress and egress for the purpose of delivering the notice required by this paragraph.

7. In the event of a dispute regarding the amount of water being used by any of the parties hereto, or their successors in interest, or a dispute regarding the performance of any other terms and covenants of this Agreement and/or easement, such disputes shall be resolved by a majority vote of the parties hereto.

8. In the event that the parties hereto should fail to abide by any of the terms of this Agreement for a period of time which exceeds thirty (30) days after written Notice of Default has been mailed, in that event, all the defaulting party's right, title and interest in and to the water well and pumping facilities and to the easement granted by this Agreement shall be terminated, cancelled and forfeited and the interest forfeited by such defaulting party shall pass to the remaining parties, equally. The thirty (30) day period mentioned in this clause shall begin to run when written Notice of Default is deposited, postage pre-paid and addressed to the defaulting party's last known address, in any United States Post Office, or is delivered personally to the defaulting party. If, however, the defaulting party should make good the defaults within the thirty (30) day period, then said party's rights shall be fully reinstated under this Agreement.

9. The parties herein shall elect a manager of this community well and such manager shall be responsible to manage the operation of this water system, collect money from the parties hereto and pay the obligations of the community well. Such manager shall be elected at an annual meeting of the parties hereto, or their successors in interest, and the parties hereto, at their option, may draw up Articles of Association, By-Laws or other rules to govern and control the operation of the water system. The manager will not be entitled to compensation unless such compensation is agreed to by a majority of the parties to this Agreement. The Association, if formed, shall exist until dissolved by formal act of its' members during a meeting in which at least two-thirds (2/3) of the parties to this Agreement, or their successors in interest, are present in person and, such dissolution is desired by two-thirds (2/3) of all parties to this Agreement or their successors in interest. In the event of dissolution of an Association formed under this paragraph, the parties hereto shall then agree as to the division of the assets mentioned in this Agreement.

10. The grant of interest in the well, the water, the pump and pumping facilities and easements appurtenant thereto, and the duties and obligations created by this Agreement in connection with said Agreement, are for the benefit of and are appurtenant to the respective property of the parties hereto as above described and the obligations and grants herein shall run with the land and be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

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11. It is contemplated by the parties that this Agreement will be recorded in the Clerk and Records' Office of Flathead County, Montana.

12. In the event of litigation regarding this Agreement, or in the event that Notice of Default is required to be prepared, the successful party, or the party who is required to prepare the Notice of Default, shall be entitled to reasonable attorneys' fees and costs incurred in preparing said Notice.

13. The parties hereto agree that jurisdiction and venue for any litigation arising under this Agreement shall be placed in the District Court Of The Eleventh Judicial District Of The State Of Montana, In And For The County Of Flathead.

14. Any modification or amendment to this Agreement shall be in writing and signed by the parties hereto, or their successors in interest, with the same formalities which this Agreement is executed. No expressed or implied waiver of any default by any of the parties under this Agreement shall constitute an expressed or implied waiver of any other default by any of the parties to this Agreement. None of the remedies referred to in this Agreement are intended to be exclusive, but each shall be cumulative and in addition to any other remedies expressed in this Agreement or which any of the parties have in law or in equity.

"JORDANS"

"OWNERS OF LOT 14"

Lorin T. Jordan
LORIN T. JORDAN

Dalvce Lee VanCleave
DALVCE LEE VANCLEAVE

Kay L. Jordan
KAY L. JORDAN

Raymond Robert Scott
RAYMOND ROBERT SCOTT

Kenneth Eugene Babick
KENNETH EUGENE BABICK

"BURTONS"

William D. Burton
WILLIAM D. BURTON

Debra Burton
DEBRA BURTON

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STATE OF MONTANA)
:ss.
County of Flathead)

On this 13th day of November, 1981, before me, the undersigned, a Notary Public for the State of Montana, personally appeared WILLIAM D. BURTON and DEBRA BURTON, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



Claudette L. Walter
Notary Public for the State of Montana
Residing at Kalispell
My Commission Expires: 11-15-83

STATE OF MONTANA)
:ss.
County of Flathead)

On this 14th day of November, 1981, before me, the undersigned, a Notary Public for the State of Montana, personally appeared LORIN T. JORDAN and KAY L. JORDAN, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



Charles P. Olson
Notary Public for the State of Montana
Residing at Kalispell, Montana
My Commission Expires: 2-14-82

STATE OF MONTANA)
:ss.
County of Flathead)

On this 14th day of November, 1981, before me, the undersigned, a Notary Public for the State of Montana, personally appeared DALYCE LEE VANCLEAVE, RAYMOND ROBERT SCOTT, and KENNETH EUGENE BABICK, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



Charles P. Olson
Notary Public for the State of Montana
Residing at Kalispell, Montana
My Commission Expires: 2-14-82

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EXHIBIT "A"

A tract of land in Government Lot Four (4) of Section Eight (8), Township Twenty-seven (27) North, Range Nineteen (19) West of the Montana Principal Meridian and being more particularly described as follows:

Beginning at the Meander Corner upon ECHO LAKE between Sections 7 and 8 of the aforesaid Township and Range, which corner is a Brass Cap set in 6" x 6" x 36" con. post, which is

North 0° 05' West 4476.88 feet from the southwest corner of the aforesaid Section 8; thence
North 73° 05' East 48.00 feet; thence
North 76° 43' East 27.78 feet; thence
North 75° 34' East 68.21 feet; thence
North 69° 35' East 48.80 feet; thence
North 73° 16' East 143.30 feet; thence
North 39° 13' East 75.03 feet; thence
North 2° 16' West 141.34 feet; thence
North 35° 17' East 44.75 feet; thence
North 68° 55' East 44.61 feet; thence
South 42° 01' East 154.16 feet; thence
South 63° 50' East 108.96 feet; thence
South 87° 46' East 83.21 feet; thence
South 81° 31' East 97.28 feet; thence
North 83° 55' East 72.95 feet; thence
North 63° 07' East 23.02 feet; thence
North 19° 58' East 135.72 feet; thence
North 84° 58' East 44.66 feet; thence
South 75° 15' East 96.00 feet to the true point of beginning of the tract to be described; thence
South 76° 47' East 96.11 feet; thence
South 15° 14' 30" West 440.57 feet; thence
West 53.80 feet; thence
North 9° 39' 30" East 453.47 feet to the point of beginning

Although the above description only describes to the meander line of Echo Lake, it is the intention of Grantors to convey all of their interest to the low water mark of said Echo Lake.

That a survey of the herein described and conveyed tract was recorded May 11, 1973, in Book 553 at Page 181, records of Flathead County, Montana; and that the above described tract is shown and designated as Tract #14 on said survey.

EXCEPTING THEREFROM, that portion of the herein described conveyed tract which lies South of the existing roadway.

FURTHER EXCEPTING THEREFROM, a two-thirds (2/3) interest in the water-well and pumping facilities, and the water produced by said water-well and pumping facilities located on the herein described conveyed tract.

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EXHIBIT "B"

A tract of land in Government Lot Four (4) of Section Eight (8), Township Twenty-seven (27) North, Range Nineteen (19) West of the Montana Principal Meridian and being more particularly described as follows:

Beginning at the Meander Corner upon ECHO LAKE between Sections 7 and 8 of the afore said Township and Range, which corner is a Brass Cap set in 6" x 6" x 36" con. post, which is

North 0° 05' West 4476.88 feet from the southwest corner of the afore said Section 8; thence
North 73° 05' East 48.00 feet; thence
North 76° 43' East 27.78 feet; thence
North 75° 34' East 68.21 feet; thence
North 69° 35' East 48.80 feet; thence
North 73° 16' East 143.30 feet; thence
North 39° 13' East 75.03 feet; thence
North 2° 16' West 141.34 feet; thence
North 35° 17' East 44.75 feet; thence
North 68° 55' East 44.61 feet; thence
South 42° 01' East 154.16 feet; thence
South 63° 50' East 108.96 feet; thence
South 87° 46' East 83.21 feet; thence
South 81° 31' East 97.28 feet; thence
North 83° 55' East 72.95 feet; thence
North 63° 07' East 23.02 feet; thence
North 19° 58' East 135.72 feet; thence
North 84° 58' East 44.66 feet; thence
South 75° 15' East 96.00 feet; thence
South 76° 47' East 96.11 feet to the true point of beginning of the tract to be described; thence
South 73° 47' East 96.09 feet; thence
South 20° 43' West 425.76 feet; thence
West 53.80'; thence
North 15° 14' 30" East 440.57 feet to the point of beginning.

This tract described to the meander of ECHO LAKE but it is the intention to convey to the low water of ECHO LAKE.

GRANTING A ROAD EASEMENT which is the West 30 feet of Government Lot 11 and across the E1/2 SW1/4 as recorded in Book 200 upon page 570 and across Government Lots 2,4,5, and 6 in the afore said Section 8.

It is the intention to convey Tract Fifteen (15) of WEST VILLAGE OF ECHO CHALET VILLAGE, an unrecorded plat. RETAINING a 50 foot wide roadway across this tract as shown upon this plat.

