

**AMENDED JOINT WATER WELL AGREEMENT**

**THIS AGREEMENT** Is made and entered into this 29<sup>th</sup> day of December, 2005, by and between, **MONTANA ARTISAN CENTER, LLC**, of P.O. Box 2376, Bigfork, Montana 59911, and **MARC W. JOHNSON**, of 228 Mud Creek Lane, Ronan, Montana 59864, hereinafter referred to as "Johnson".

**WITNESSETH:**

**WHEREAS** MONTANA ARTISAN CENTER, LLC is the owner of the following described real property situate in Lake County, Montana, viz:

Parcel B on Certificate of Survey No. 6215 records of Lake County, Montana.

**AND WHEREAS** "Johnson" is the owner of the following described real property situate in Lake County, Montana, viz:

Parcel A on Certificate of Survey No. 6215 records of Lake County, Montana.

**AND WHEREAS**, Montana Artisan Center is subdividing Parcel B into the Artisan Center Subdivision consisting of Lots 1, 2, 3 and 4.

**AND WHEREAS**, there is a water well and appurtenant water system located on Artisan Center Subdivision Lot 3 and as shown on Exhibit "A" attached hereto.

**AND WHEREAS**, the parties hereto have previously entered into a joint water well agreement which is recorded at Microfile No. 453425.

**AND WHEREAS**, the parties desire to amend their agreement concerning said water well ownership and appurtenant water system.

**NOW THEREFORE**, For and in consideration of the Sum of **TEN DOLLARS AND OTHER VALUABLE CONSIDERATION \*\*\* (\$10.00)**, the parties hereto do hereby mutually understand and agree that their joint water well agreement filed for record at Microfile No. 453425 is amended as follows:

1. The Water Well Agreement is amended so as to be appurtenant only to Parcels A on Certificate of Survey 6215 and Lot 3 on Montana Artisan Center Subdivision.
2. All other terms and conditions of the Agreement recorded at Microfile No. 453425 shall remain in full force and effect as to the two properties described above.

3. Lots 1, 2 and 4 of Montana Artisan Center Subdivision shall have no rights or obligations concerning said water well or the agreement recorded at Microfile No. 453425.

IT IS FURTHER UNDERSTOOD and AGREED that the right to use water and the ownership and easement rights hereby granted shall not be severable from the real property hereinbefore described, nor shall they be divisible or transferable from said property without the written agreement of the parties herein or their heirs or assigns; it is also agreed that said rights hereby conveyed are perpetual and appurtenant.

This agreement shall inure and be binding upon the parties hereto and their heirs, administrators and assigns respectively, and shall be an appurtenance to the above described lands.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 29<sup>th</sup> day of December, 2005.

MONTANA ARTISAN CENTER, LLC

BY:

  
\_\_\_\_\_  
MITCH KOPCZYK

  
\_\_\_\_\_  
MARC W. JOHNSON

STATE OF MONTANA, COUNTY OF LAKE

Recorded At 4:14 O'clock P M JAN 04 2006

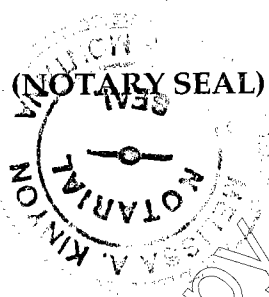
Microfilm 465669 RUTH E. HODGES Recorder

Fees \$ 3300 By Judy Muniz Deputy

STATE OF MONTANA )  
County of Lake ) : SS.

On this 29<sup>th</sup> day of December, 2005, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared MITCH KOPCZYK, known to me to be the owner/shareholder of Montana Artisan Center, LLC, whose name is subscribed to the within instrument and acknowledged to me that he executed the same for the purposes therein on behalf of Montana Artisan Center, LLC.

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



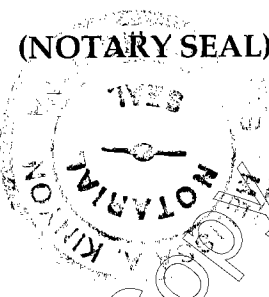
Melissa A Kingon  
Notary Public for the State of Montana

Melissa A Kingon  
Printed Name of Notary  
Residing at: Dolson MT  
My commission expires: 5-10-2009

STATE OF MONTANA )  
County of Lake ) : SS.

On this 20<sup>th</sup> day of December, 2005, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared MARC W. JOHNSON, known to me to be the person described in and whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



Melissa A Kingon  
Notary Public for the State of Montana

Melissa A. Kingon  
Printed Name of Notary  
Residing at: Dolson MT  
My commission expires: 5-10-2009

JOINT WATER WELL AGREEMENT

THIS AGREEMENT Is made and entered into this 12<sup>th</sup> day of November, 2004, by and between, MONTANA ARTISAN CENTER, LLC, of P.O. Box 2376, Bigfork, Montana 59911, and MARC W. JOHNSON, of 228 Mud Creek Lane, Ronan, Montana 59864, hereinafter referred to as "Johnson";

## WITNESSETH:

WHEREAS MONTANA ARTISAN CENTER, LLC is the owner of the following described real property situate in Lake County, Montana, viz:

Parcel  
Tract B on Certificate of Survey No. 6215, records of  
Lake County, Montana.

AND WHEREAS "Johnson" is the owner of the following described real property situate in Lake County, Montana, viz:

Parcel  
Tract A on Certificate of Survey No. 6215, records of  
Lake County, Montana.

AND WHEREAS, there is a water well and appurtenant water system located on the above real property and as shown on Exhibit "A" attached hereto.

AND WHEREAS, the parties hereto desire to divide said water system in a manner that will provide each of them a beneficial use for domestic and commercial purposes;

AND WHEREAS, the parties desire to establish in writing their agreement concerning said water well ownership and appurtenant water system, and the responsibilities for maintenance and operation;

NOW THEREFORE, For and in consideration of the Sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION \*\*\* (\$10.00), the parties hereto do hereby mutually understand and agree that the ownership of the above described water well and appurtenant water system shall be as follows:

1. MONTANA ARTISAN CENTER, LLC shall have an undivided one-half interest, and "Johnson" shall have an undivided one-half interest in and to said water well and water system appurtenant to the above described properties. The interests of each respective party shall be appurtenant to the above described properties, and said interest shall not be further divided without the written consent of the other parties having been first obtained.
2. The parties hereto grant unto each other an easement twenty (20) feet in width upon the above described properties for purposes of

Return:  
Matt O'Neill  
PO Box 699  
Polson MT  
59860

STATE OF MONTANA, COUNTY OF LAKE  
Recorded At 3:14 O'clock P M NOV 16 2004  
Microfilm 453425 WITH E. HODGES  
Fees \$ 24.00 By Jerry M. [Signature] Deputy

reconstruction, repair, removal, maintenance and operation of said water well and water system the approximate location of said easement is depicted on the attached Exhibit "A".

3. The parties shall split the costs for electricity, maintenance, repairs and any other costs of operation, one-half each, at such times and in such manner as the Parties shall determine, but at least annually.

4. Any necessary excavation or disturbance to the surface of the properties shall be repaired and replaced in order to return the property as reasonably as possible to its natural state.

5. In the event the said water well fails to supply adequate water as required by the Department of Environmental Quality this Agreement shall terminate and all rights and obligations herein shall be extinguished.

6. In the event the parties disagree over the allocation of expenses, the parties agree to install water meters and divide and pay expenses according to volume of water used by each party. In the event meters are installed, the parties agree to split the cost one-half each.

IT IS FURTHER UNDERSTOOD and AGREED that the right to use water and the ownership and easement rights hereby granted shall not be severable from the real property hereinbefore described, nor shall they be divisible or transferable from said property without the written agreement of the parties herein or their heirs or assigns; it is also agreed that said rights hereby conveyed are perpetual and appurtenant.

This agreement shall inure and be binding upon the parties hereto and their heirs, administrators and assigns respectively, and shall be an appurtenance to the above described lands.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 12th day of November, 2004.

MONTANA ARTISAN CENTER, LLC

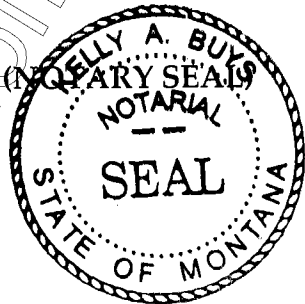
BY:   
MITCH KOPCZYK

  
MARC W. JOHNSON

STATE OF MONTANA )  
 : SS.  
County of Lake )

On this 12th day of November, 2004, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared MITCH KOPCZYK, known to me to be the owner/shareholder of Montana Artisan Center, LLC, whose name is subscribed to the within instrument and acknowledged to me that he executed the same for the purposes therein on behalf of Montana Artisan Center, LLC.

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

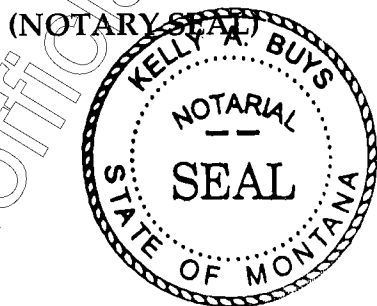


Kelly A. Buys  
Notary Public for the State of Montana  
Kelly A. Buys  
Printed Name of Notary  
Residing at: Polson, MT 59860  
My commission expires: 9/22/2006

STATE OF MONTANA )  
 : SS.  
County of Lake )

On this 12th day of November, 2004, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared MARC W. JOHNSON, known to me to be the person described in and whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



Kelly A. Buys  
Notary Public for the State of Montana  
Kelly A. Buys  
Printed Name of Notary  
Residing at: Polson, MT 59860  
My commission expires: 9/22/2006

