

176586 BOOK: 289 RECORDS PAGE: 213 Pages: 3
STATE OF MONTANA LINCOLN COUNTY
RECORDED: 06/01/2004 2:35 KOI: EASEMENT
CORAL M. CUMMINGS CLERK AND RECORDER
FEE: \$18.00 BY: *Jeannie Davis*
TO: FIRST AMERICAN TITLE AND ESCROW P.O. BOX 155, LIBBY, MONTANA *deputy*

WATER WELL AGREEMENT AND EASEMENT

THIS AGREEMENT is made and entered into by and between Gerald A. Schumacher and Sandra S. Schuhmacher, hereinafter referred to as Grantor, and Britt S. Stevens, hereinafter referred to as Grantee. The purpose of this agreement and easement is to benefit the land described as belonging to Grantee so that the agreement and easement will run with and be appurtenant to that land.

BACKGROUND INFORMATION:

Grantor is the owner of the following-described parcel of real property upon which a well is located in Lincoln County, Montana (Grantor Property):

Lot 5A, AMENDED PLAT OF BERGER LAKE SUBDIVISION, PHASE II, according to Plat #6403, records of Lincoln County, Montana.

Grantee is the owner of the following-described parcel of real property located in Lincoln County, Montana (Grantee Property):

Lot 8A, AMENDED PLAT OF BERGER LAKE SUBDIVISION, PHASE II, according to Plat #6403, records of Lincoln County, Montana.

The parties desire to provide for the mutual use of the well to benefit both properties.

AGREEMENT:

For good and valuable consideration, the parties hereby agree:

1. Grantee shall be entitled to one (1) domestic water service from a well located on the Grantor Property associated with Groundwater Certificate # 76D 30001250 DM filed with the Department of Natural Resources and Conservation on January 9, 2002.

a The parties shall equally share all costs of operation and maintenance of the well.

b Grantor grants to Grantee an easement across the Grantor Property, for the repair and maintenance of the water line to the Grantee Property. Before entering upon Grantor Property for the purpose of repairing or maintaining the water line, Grantee shall first notify Grantor of such intent. If excavation on Grantor's property is necessary in order to repair and maintain the waterline, Grantee shall not disturb any more soil than is reasonably necessary. In addition, Grantee agrees to restore the property, as far as is reasonably possible, to the same condition it was in prior to the excavation.

c. This agreement and easement shall be binding upon the heirs and successors of Grantor and shall be a continuing benefit to the heirs and successors of Grantee.

Gerald A. Schuhmacher
Gerald A. Schuhmacher

Sandra S. Schuhmacher
Sandra S. Schuhmacher

Britt S. Stevens
Britt S. Stevens

STATE OF MONTANA, COUNTY OF LINCOLN

On the 28 day of May, 2004, Gerald A. Schuhmacher and Sandra S. Schuhmacher personally appeared Gerald A. Schuhmacher, known to me to be the person described herein, who executed and acknowledged to me that he executed the foregoing instrument.

Shannon M. Wolleat
Notary Public Shannon M. Wolleat
Residing at Libby, Montana
My commission expires: 9.17.2007

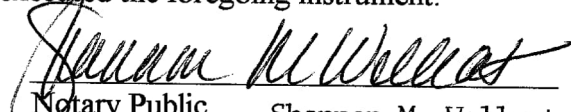
STATE OF MONTANA, COUNTY OF LINCOLN

On this _____ day of _____, 2004, personally appeared before me Gerald A. Schuhmacher, known or proved to me to be the person whose name is subscribed to the foregoing instrument as the attorney-in-fact of Sandra S. Schuhmacher, who acknowledged to me that he subscribed the name of Sandra S. Schuhmacher thereto as principal and his name as attorney-in-fact.

Notary Public
Residing at:
My Commission expires:

STATE OF MONTANA, COUNTY OF LINCOLN

On the 28 day of May, 2004, before me, a Notary Public for the State of Montana, personally appeared Britt S. Stevens, known to me to be the person described herein, who executed and acknowledged to me that he executed the foregoing instrument.


Notary Public Shannon M. Wolleat
Residing at Libby, Montana
My commission expires: 9.17.2007