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After Recording Return To:
Chris Johnson
Sullivan, Tabaracci & Rhoades, P.C.
1821 South Ave. West, 3rd Floor
Missoula, MT 59801



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Missoula County Vickie R Zeier E Bk-782 Pg-118

**DECLARATION OF WATER LINE EASEMENTS,
AND WELL USE AGREEMENT**

THIS DECLARATION is made and entered this 25th day of Jan, 2008, GM
by Mostad Construction, Inc., a Montana corporation, 729 West Central Ave., Missoula, MT
59801, and provides as follows:

Mostad Construction, Inc., a Montana corporation, is referred to herein as Declarant. Declarant does hereby declare, grant and set forth these easements, covenants, and conditions to run with the lands described herein, which easements, covenants, and conditions shall be binding upon all parties and persons claiming an interest in any of the property described hereafter, and which easements, covenants, and conditions shall be for the benefit of and limitations upon, and are created for the purpose of providing reasonably necessary services, and keeping said real property desirable, uniform, and suitable for the uses as specified herein. These easements, covenants, and conditions shall apply to all future Owners or parties having or acquiring any right, title or interest in the real property described herein, and shall inure to the benefit of and be binding upon each successor in interest of the Declarant, whether or not this Declaration is identified in any subsequent grant of the real property identified herein.

1. LAND DESCRIBED:

Declarant is the Owner of and has some right, title and interest, both legal and equitable, in that land identified as Lots 1 through 17 of River Pines Estates, inclusive of

all streets and common areas, a platted subdivision of Missoula County, Montana, according to the official recorded plat thereof. The water and utility line easements and well use agreements created herein shall specifically apply to the following Lots:

- Well and easement located on Lot 5 shall serve and be for the benefit of Lot 1.
- Well and easement located on Lot 9 shall serve and be for the benefit of Lot 10.
- Well and easement located on Lot 12 shall serve and be for the benefit of Lot 11.
- Well and easement located on Lot 12 shall serve and be for the benefit of Lot 13.
- Well and easement located on Lot 7 shall serve and be for the benefit of Lot 14.
- Well and easement located on Lot 16 shall serve and be for the benefit of Lot 15.

2. PURPOSE AND DESCRIPTION OF EASEMENTS:

Declarant, on behalf of itself, its successors and assigns hereby declares, grants, and sets forth non-exclusive easements, except as limited herein, for well use and 20 foot wide water line easements for water line over, under, and across Lots 5, 9, 12, 7, and 16, as identified above, from the well heads located on said Lots, across said Lots, roads and/or common areas, all as designated on the Plat of River Pines Estates, inclusive of the easement area around the well heads as shown on the plat, and inclusive of the right to draw water from said wells. The express purpose of this easement and well use agreement is to provide water to the benefitted Lots identified above for domestic purposes, and to serve the habitable dwellings to be constructed on said Lots, and to provide water for lawn and landscaping maintenance. Any storage tank, pressure bladder, treatment device, or other related facility necessary to assist in providing a ready supply of potable water to the improvement located on a benefitted Lot shall be located on that Lot, and not on the Lot on which the well is located, absent additional agreement between the Lot owners. The easements created herein shall also include the right to run power line or electricity to the pump serving the well, and the right to temporarily place on said burdened property a generator to provide electricity to the well in case of emergency or other failure of power source for said well pump. Nothing herein shall preclude the use of other power source, or separate metering of any pump, or other specific written arrangement between the owners of a burdened and benefitted Lot.

The easement rights created above shall also include the right of ingress and egress for general water line maintenance and well-related purposes only, and not for other general ingress and egress on the burdened Lot.

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3. OPERATING TERMS FOR WELLS:

a. The Declarants, their heirs and assigns, declare and state that the wells that serve other Lots, as identified above, shall hereafter be for the sole use and benefit of benefitted Lots, according to the limitations herein, and that the wells and related water lines and facilities shall be for the sole use and benefit of said Lots 1, 10, 11, 13, 14, and 15.

b. Immediately after completion of any work by an Owner of in a described Easement area, said Owner shall cause the surface of the land to be restored as much as possible to the condition that existed immediately prior to commencement of such work. Failure to complete this restoration within seven (7) days of completion of the work in the Easement area shall enable the Owner of the land on which the work occurred to hire the work done by a third party. The first Owner shall pay to the second Owner the costs of such work within ten (10) days and if not paid, the second Owner shall be entitled to costs and reasonable attorneys fees if legal action is required to collect said sums.

c. The water from said wells that are the subject of this easement shall not be shared between the owners of the burdened and benefitted Lots, absent further written agreement, and shall in any event be used primarily for domestic purposes, such as household use, light gardening and lawn maintenance. Only upon the meeting of such needs may the well be used for other purposes, and such other uses may not materially interfere with the primary, domestic uses. The Declarant advises future owners that applicable state and county regulations may further restrict available uses of the well.

d. Each individual user of a well shall be responsible for compliance with the reporting and filing requirements of government agencies, as are applicable, regarding the well.

e. Each benefitted Owner has reserved to him the right to make further grant of easement to utility providers, such as electrical service, as may be necessary to secure such service for well related purposes.

4. RESPONSIBILITY FOR COSTS:

a. The Owner of the Lot benefitting from the easement and use of an off-Lot

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well agrees to pay for all costs to maintain, replace, repair and install the water line from the well said benefitted property, and to pay for all costs to maintain, repair, and keep in good working order the said well and related pump facilities.

b. The Owner of Lot benefitting from an off-Lot well shall bear the cost of electricity to operate the well, either by separate power line from that Owner's Lot or by separate metering of a different source of electricity.

c. Decisions affecting maintenance, upgrades, back-up systems and power sources, and other additions to an off-Lot well (either due to governmental regulations or necessary to maintain sufficient, adequate domestic water supply) shall be at the option of the Owner of the benefitted Lot.

5. ADDITIONAL COVENANTS:

The well on burdened Lots and the utilities described herein are for the exclusive use of and enjoyment by the benefitted properties described herein. Declarant, its heirs and assigns, hereby covenants to keep the water supplied from said wells free from impurities which might be injurious to the public health. Certain practices hereinafter enumerated shall be prohibited on the burdened Lots. Declarant, its heirs and assigns, will not construct, maintain, or suffer to be constructed or maintained within Fifty (50) feet of the well herein described, so long as the same is operated to furnish water for public consumption, any potential source of contamination, such as septic tanks and drainfields, sewer lines, underground storage tanks, barns, animal feed stations, enclosures for maintaining fowl or animal manure, pet kennels, liquid or dry chemical storage, herbicides, insecticides, hazardous waste, or garbage of any kind or description. Said restriction does not apply to any roadway identified in the said Plat, or driveway to any structure associated with a Lot.

Appropriate conservation measures shall be taken by the Owners of the benefitted Lots to ensure most efficient use of the resource available. Such measures may include, but not be limited to, regular monitoring of use and electrical records to check for leaks in the system; periodic pressure checks for leaks, if such are suspected; and the use of conservation fixtures, as may be appropriate and called for in local building codes.

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6. NO WARRANTIES:

Declarant makes no warranties whatsoever, express or implied, regarding the quantity, quality, duration or availability of the water to be derived from the wells. All subsequent grantees, heirs and assigns shall conduct their own inspection of the well or wells and make such inquiries as they desire regarding the same. All subsequent grantees, heirs and assigns acquire these Easements and interests in any well in their present condition and without warranties.

7. ENFORCEMENT

The Owners and their respective successors and assigns shall have the right to enforce, by proceedings at law or in equity, the covenants, restrictions and easements imposed by this Agreement, against any person or persons who have violated or who are attempting to violate any of the covenants or restrictions of this Agreement, to enjoin or prevent them from doing so, to cause the violations to be remedied, and/or to recover damages for any violations. Any Owner violating any of the covenants or restrictions of the Agreement shall also be liable for attorney's fees to be fixed by the Court in favor of any party successfully bringing action based on such violation. These costs and fees duly awarded shall also constitute a lien on such Owner's tract.

8. BINDING EFFECT AND TO RUN WITH THE LAND:

The Easements created and granted herein and the rights and covenants contained herein, are granted for the benefit of the present and futures owners of the above-described properties, their heirs, successors and assigns, and shall be binding upon Grantors and Grantees, their heirs, successors and assigns, and shall run with the lands described herein, as to all benefits and burdens created above.

DATED this 25th day of Jan, 2007 SM

Mostad Construction, Inc.

Gene Mostad
by: Gene Mostad, its: President

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STATE OF MONTANA }
COUNTY OF MISSOULA } ss.

gm This instrument was acknowledged before me on the 2nd day of January, 2008, by Gene Mostad, the President of Mostad Construction, Inc., a Montana corporation.

(seal)
 JANE E. HANSEN
NOTARY PUBLIC-MONTANA
Residing at Missoula, Montana
My Comm. Expires Apr. 6, 2010

Janet E. Hansen
Notary Public for the State of Montana
Residing at: Missoula, MT
My Commission Expires: April 6, 2010
Name Printed: Janet E. Hansen

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