

STATE OF MONTANA
 DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
 1424 9TH AVENUE P.O. BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 76N 30002819 GROUND WATER CERTIFICATE
Version: - ORIGINAL RIGHT
Version Status: ACTIVE

Owners: CAROLINE M REEDY
 PO BOX 65
 THOMPSON FALLS, MT 59873

 RONALD W REEDY
 PO BOX 65
 THOMPSON FALLS, MT 59873

Priority Date: October 24, 2001 at 15:30 PM
Enforceable Priority Date: October 24, 2001 at 15:30 PM

Purpose (use): DOMESTIC
 LAWN AND GARDEN

Maximum Volume: THIS RIGHT IS LIMITED TO THE ACTUAL AMOUNT USED UP TO 10 ACRE-FEET

Source Name: GROUNDWATER
Source Type: GROUNDWATER

Points of Diversion and Means of Diversion:

ID	Govt Lot	Qtr Sec	Sec	Twp	Rge	County
1		W2NESE	9	22N	30W	SANDERS

Period of Diversion: JANUARY 1 to DECEMBER 31
Diversion Means: WELL
Well Depth: 302 FEET
Static Water Level: 180 FEET
Casing Diameter: 6 INCHES
Flowing: N
Pump Size: 1.5

Purpose (use): DOMESTIC
Households: 1
Period of Use: JANUARY 1 TO DECEMBER 31

Place of Use: (2 total records)

ID	Acres	Govt Lot	Qtr Sec	Sec	Twp	Rge	County
1			W2NESE	9	22N	30W	SANDERS

Purpose (use): LAWN AND GARDEN
Period of Use: APRIL 1 TO OCTOBER 31

Place of Use: (2 total records)

ID	Acres	Govt Lot	Qtr Sec	Sec	Twp	Rge	County
1	2.25		W2NESE	9	22N	30W	SANDERS
Total:	2.25						

Geocodes/Valid: 35321709401500000 - Y

Remarks:

NOV 15 2002

AS-BUILT SKETCH
AND
STATEMENT OF ACCURACY OF INSTALLATION

Land owner's name Ron & Candy Reedy
Permit number 03-070

I, Wayne Dyson, as the licensed installer for the
(Printed Name of Installer)
following system have constructed or altered the septic system of
the above noted parcel.

I do hereby declare that the EXACT specifications of the approved
permit issued have been followed. Accompanying this statement is
a copy of the lot layout to file in the Courthouse Environmental
Health office. This statement and the "as-built" sketch on the
back of this page or attached to this page shall be submitted to
the Environmental Health office within ten (10) days of
completion of the system.

Installer's Signature Wayne Dyson

Installer's License Number TF 30

Completion Date of System Nov - 5 - 2002

Checklist of as-built sketch:

- North arrow
- triangular measurements from two corners of house to tank access
- measurement of pipe from tank to D-box or manifold
- all parcel boundaries
- distance between the system and at least two parcel boundaries

Additional information needed (fill this out):

- 65 length of drainfield laterals
- 2 number of drainfield laterals
- 1000 gal volume of septic tank

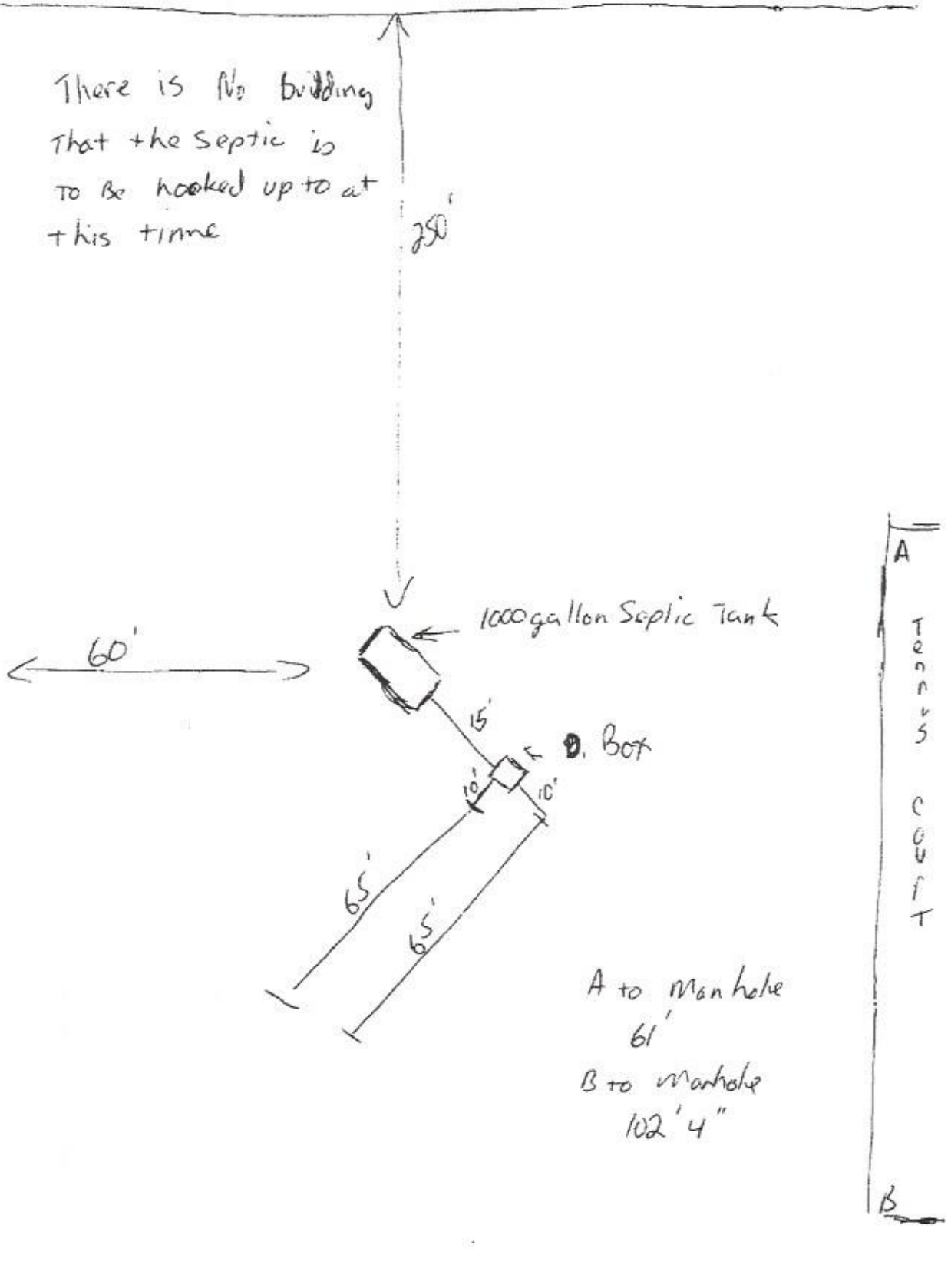
file reg/as-builts form

Ron & Candy Reedy

Permit # 03-070



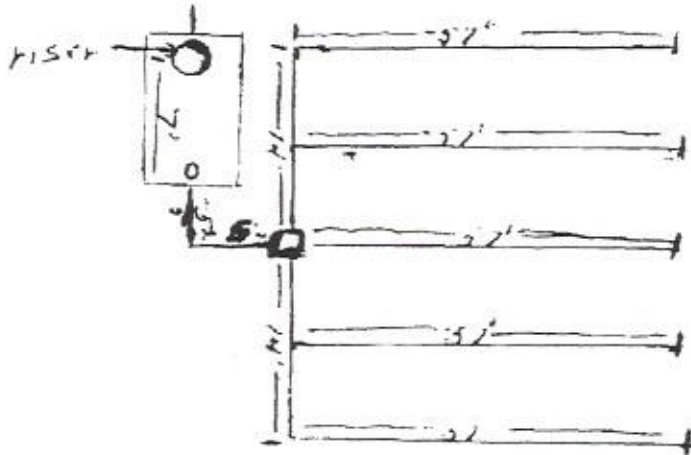
There is No building
that the septic is
to be hooked up to at
this time



A to manhole
61'
B to manhole
102' 4"

H.S. BUILT RAN Bassett

Permit # 95-099



WARRANTY DEED
(Joint Tenancy)

FOR VALUE RECEIVED:

HENRY E. LEIBER, JR. and DOROTHY P. LEIBER
of P. O. Box 1166, Thompson Falls, Montana 59873

the Grantors, do hereby grant, bargain, sell and convey unto:

RONALD L. BASSETT and CAROL A. BASSETT
of 7387 S.E. Villa, Hillsboro, Oregon 97123

the Grantees, as joint tenants (and not as tenants in common), and to the survivor of said named joint tenant, and to the heirs and assigns of such survivor, the following described premises in Sanders County, Montana, to-wit:

A parcel of land in the North half of the Southeast quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 9, Township 22 North, Range 30 West, P.M.M., described as follows:

Commencing at the East quarter corner of Section 9, thence S.89°53'28"W., along the East-West mid-section line, 656.40 feet to the point of beginning; thence S.89°53'28"W., along said mid-section line 657.70 feet; thence S.00°50'07"W., 1325.78 feet; thence S.89°52'42"E., 657.70 feet; thence N.00°49'58"E., 1328.43 feet to the point of beginning, containing 20.036 acres; and being Parcel "B" of Certificate of Survey No. 1114, Sanders County Records.

TOGETHER WITH a sixty (60) foot wide, non-exclusive easement for access road and utilities right-of-way, lying thirty (30) feet on either side of the section line between the SE $\frac{1}{4}$ of Section 9 and the SW $\frac{1}{4}$ of Section 10, Township 22 North, Range 30 West; and ALSO TOGETHER WITH a sixty (60) foot wide, non-exclusive easement for access road and utilities right-of-way, lying thirty (30) feet on either side of the North line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 9 and extending 696.40 feet along said North line from the Northeast corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ to a point on the North line of the property herein conveyed.

RESERVING UNTO the Grantors, their heirs and assigns, that thirty (30) foot wide portion of the above described easement which begins at the East line of the property herein conveyed and runs forty (40) feet, parallel and adjacent to the South side of the North line of said property being herein conveyed.

All as shown on Certificate of Survey No. 1114, Sanders County Records.

ALSO SUBJECT TO the Covenants and Restrictions shown on the attached Exhibit "A".

EXHIBIT "A"

DECLARATION OF COVENANTS AND RESTRICTIONS

WHEREAS, Henry E. Leiber, Jr. and Dorothy P. Leiber of Thompson Falls, Montana, Declarants, are the owners of property in Sanders County, Montana, more particularly described as follows:

The West half (W $\frac{1}{2}$) of Section 10; AND the North half (N $\frac{1}{2}$), the North half of the South half (N $\frac{1}{2}$ S $\frac{1}{2}$) and the South half of the Southeast quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 9, all in Township 22 North, Range 30 West, M.P.M.

AND WHEREAS the Declarants desire to impose conditions and restrictions on said land and the owners and users thereof, and the activities conducted thereon, for the benefit of themselves, as present owners, and the future owners thereof.

NOW, THEREFORE, the Declarants do hereby declare that the property above-described, shall be sold and conveyed subject to the following covenants and restrictions. These covenants and restrictions shall run with the real property, and shall be binding on all parties having or acquiring any right, title or interest in the described properties, or any part thereof, and shall inure to the benefit of each owner thereof. The Covenants and Restrictions shall apply to each parcel on and after it is conveyed by the Declarants.

1. **ACTIVITIES.** No activities shall be carried on upon the herein described land which may be or may become an annoyance or nuisance to the adjoining landholders.

2. **CONSTRUCTION.** All buildings and fences must be constructed in a workman-like manner of attractive, properly finished material that harmonizes with the surroundings.

*Original
cc's*

1565

3. **WASTE MATERIALS.** All trash, junk, garbage and other waste shall be kept in sanitary and rodent-proof containers. No automobiles, automobile bodies, motor vehicles or parts thereof may be left exposed to view from any adjoining property, in an inoperative condition except during a period not to exceed sixty (60) days while repairs are being made of such vehicle.

4. **WATER AND SEWAGE.** Although at the execution of this Declaration there are no state or local regulations governing water and septic systems on parcels of land of 20 or more acres, any septic tanks or sewage or waste disposal systems and any private water supply systems, including wells, shall be located, installed and maintained at all times in a clean and efficient manner. The Buyer, at his discretion, may use the criteria established by the Montana State Department of Health and Environmental Sciences and any other governmental agency with jurisdiction, as a reference.

These Covenants and Restrictions shall be deemed for protection and benefit of present and future owners of the herein described land. It is intended hereby that such persons shall have the right to prosecute such proceedings at law or in equity as may be appropriate to enforce the Covenants and Restrictions herein set forth. The failure by the Declarant, or any other owner of said property to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. The Declarants shall have no duty to take any affirmative action to enforce any restrictive covenants nor shall they be subject to any liability for their failure to so act.

Invalidation of any one of the foregoing Covenants and Restrictions or any portion thereof by court order, judgement or decree shall in no way affect any of the remaining provisions thereof which shall, in such case, remain in full force and effect.

DATED this 15 day of May, 1991.

Henry E. Leiber, Jr.
HENRY E. LEIBER, JR.

Dorothy P. Leiber
DOROTHY P. LEIBER

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantees, as joint tenants with right of survivorship (and not as tenants in common) and to the heirs and assigns of the survivor of said named joint tenants forever. And the said Grantors do hereby covenant to and with the said Grantees that they are the owners in fee simple of said premises; that they are free from all encumbrances; and that they will warrant and defend the same from all lawful claims whatsoever.

DATED: ^{January 2, 1992} December 19, 1991.

Henry E. Leiber, Jr.
HENRY E. LEIBER, JR.

Dorothy P. Leiber
DOROTHY P. LEIBER

STATE OF MONTANA)
) ss.
County of Sanders)

On this 15th day of May, 1991, before me, a Notary Public for the State of Montana, personally appeared HENRY E. LEIBER, JR. and DOROTHY P. LEIBER, known to me to be the person whose name s subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

Maurice Jay Baker
Notary Public, State of Montana
Residing at:
My Commission Expires:



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Filed for records 3 Day of January 1991
O'Clock p. M. Rec'd in *Bozeman* County Recorder
For *12* By *Handwritten* Deputy

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