

Location Information

GWIC Id: 154108	Source of Data: LOG
Location (TRS): 15N 22W 25 ADB	Latitude (dd): 47.0331
County (MT): MISSOULA	Longitude (dd): -114.3172
DNRC Water Right:	Geomethod: TRS-SEC
PWS Id:	Datum: NAD27
Block:	Altitude (feet):
Lot:	Certificate of Survey:
Addition:	Type of Site: WELL

Well Construction and Performance Data

Total Depth (ft): 108.00	How Drilled: CABLE
Static Water Level (ft): 14.00	Driller's Name: CKC
Pumping Water Level (ft): 25.00	Driller License: WWC185
Yield (gpm): 50.00	Completion Date (m/d/y): 8/17/1995
Test Type: AIR	Special Conditions:
Test Duration: 2.00	Is Well Flowing?:
Drill Stem Setting (ft):	Shut-In Pressure:
Recovery Water Level (ft):	Geology/Aquifer: 112ALVM
Recovery Time (hrs):	Well/Water Use: DOMESTIC
Well Notes:	

Hole Diameter Information

No Hole Diameter Records currently in GWIC.

Casing Information¹

From	To	Dia	Wall Thickness	Pressure Rating	Joint Type
-4.0	108.0	6.0			STEEL

Annular Seal Information

From To Description

0.0	18.0	BENTONITE
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Completion Information¹

From	To	Dia	# of Openings	Size of Openings	Description
108.0	108.0	6.0			OPEN BOTTOM *

Lithology Information

From	To	Description
0.0	8.0	TOPSOIL
8.0	38.0	SAND
38.0	75.0	HEAVY GRAVEL & CLAY

Hurds Well

EASEMENT

Raymond J. Rose and Lora May Rose of P.O. Box 460135, Huson, Montana 59846 (Roses) are the owners of a certain parcel of real property, which is located in Missoula County Montana and described as follows:

The S $\frac{1}{2}$ W $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 24, Township 15 North, Range 22 West, Principal Meridian, Missoula County, Montana; and

The E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 25, Township 15 North, Range 22 West, Principal Meridian, Missoula County, Montana; (Rose Property)

John D. Hurd and Jill J. Hurd of 507 Marcelle Drive, Ft. Wayne, Indiana 46845 (hereinafter Hurds), are the owners of the following described parcel of real property:

Tract A of Certificate of Survey No. 4245 and being the N $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 24, Township 15 North, Range 22 West, Principal Meridian, Missoula County, Montana;

Tract C of Certificate of Survey No. 4245 and being the S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 24, Township 15 North, Range 22 West, Principal Meridian, Missoula County, Montana;

Tract D of Certificate of Survey No. 4245 and being the N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 24, Township 15 North, Range 22 West, Principal Meridian, Missoula County, Montana; and

Tract E of Certificate of Survey No. 4245 and being the S $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 24, Township 15 North, Range 22 West, Principal Meridian, Missoula County, Montana. (Hurd Property)

Roses have consented to the installation of a water well upon and an underground water service line and related apparatus across their property to provide water service to the Hurd Property as described above.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, to Roses paid by Hurds, the receipt and sufficiency of which consideration is hereby acknowledged, it is agreed as follows:

1. Roses hereby grant unto John D. Hurd and Jill J. Hurd, for the benefit of the Hurd Property, an easement for the installation, maintenance, repair and removal of a water well together with an underground water line and related apparatus, including but not limited to electrical service, over, across and under the Rose Property, the terms of which easement are described herein, together with rights of reasonable access onto the Rose Property to carry out the activities anticipated herein.

2. The location of the water well, along with the underground water lines and related apparatus, shall be at such place on the Rose Property and the Hurd Property as Hurds may reasonably determine, without unduly interfering with any existing use or improvements thereon, provided that the well, along with the underground water lines and related apparatus will be located in the approximate places illustrated in Exhibit "A". Once the water well and line are installed said easement shall be 15 feet in diameter from the location of the water well and five feet on either side of the water line as the same are ultimately located on the Rose Property, together with rights of reasonable access onto the Rose Property to carry out the activities anticipated herein.

3. The purpose of the easement is to provide domestic water to a single family residence to be constructed upon the Hurd Property. For the purposes of this easement domestic use includes, but is not limited to, watering of lawn and garden areas, but not including irrigation for agricultural purposes. If adequate water supply exists in order for the system to supply the Roses the minimum amount of water described in Paragraph 4, Hurds may extend the water supply to no more than one additional residential dwelling located on the Hurd Property, but cannot extend the use to other properties. The Hurds anticipate that the water well together with an underground water line and related apparatus, will include a pump in the range of five to ten horsepower; a cistern in the range of one thousand to two thousand gallons, to be located on the Hurd Property; a two-hundred pound water supply line two inches in diameter made of P.V.C. piping between the well and cistern, off of which line, prior to the point at which it exits the Rose Property, the connection to the Roses shall be made for the purposes described in paragraph 4. The specifications described herein are estimates only, the exact specifications will be such as to reasonably carry out the purposes of this easement. To the extent reasonably possible the water system and apparatus, including electrical service, anticipated herein will be buried.

4. The Hurds shall provide water to Roses' existing shop building located upon the Rose Property, for the purposes of watering stock, together with lawn and garden areas. It is anticipated that the water well together with an underground water line and related apparatus, will provide to the Roses' shop building no less than ten gallons per minute.

5. Roses shall bear no cost or expense in connection with the installation, maintenance, operation, repair and removal of the water well, or with the underground water line and related apparatus, to be located in the easement, specifically including the costs of connecting the Roses shop to the underground water line as anticipated by paragraph 4 of this easement. All costs and expense related to the installation, maintenance, operation, repair and removal of the water well, or with the underground water line and related apparatus, to be located in the easement, specifically including the costs of connecting the Roses shop to the underground water line as anticipated by paragraph 4 of this easement shall be borne by Hurds. In the event it is necessary to repair or maintain the water line, which repair or maintenance requires disturbing the surface of the easement area, Hurds, or the successive owners of their property, shall be responsible for returning the surface

area to as close to its original condition as possible and as soon after the repairs are made as is reasonably possible.

6. In the event the water produced from the well anticipated herein is not adequate in quantity or quality to provide an adequate supply, for the purposes described herein, to both the Hurd Property and Rose Property, the Hurds shall be under no obligation to proceed with the installation of water lines or related apparatus, and this easement shall thereupon be abandoned by Hurds delivering a notice of abandonment to the Roses, which notice shall be delivered to Roses within sixty days of the Hurds' determination that the water supply is inadequate. The water well, and the underground water line and related apparatus shall be installed and operating to the extent of providing water to Roses on or before June 1, 1996 and if not then this easement shall be abandoned by Hurds promptly delivering a notice of abandonment to the Roses. In the event of abandonment, Hurds shall leave the well, along with all installed casing, on the Rose Property, subject to any governmental requirements, including capping of the abandoned well.

7. Hurds agree to make proper, advance arrangements with Missoula electric Cooperative, U.S. West and all other utility companies, whose underground service lines the water line will cross, and with the Frenchtown Irrigation District, whose irrigation ditch the water line will cross.

8. It is agreed that all water rights to the water produced by the well anticipated herein shall be shared between the Hurds and the Roses, with the Roses' entitlement to one-third of the water rights and the Hurds' to two-thirds of the water rights.

9. In the event the Hurds fail to maintain or operate the water system, once it is installed, as described herein or fail to keep or perform any of the other covenants or requirements contained herein and if they shall fail to remedy such breach within one hundred and eighty days after deposit in the mail of a written notice specifying such breach this easement shall be deemed forfeited and terminated and all rights of the Hurds hereunder shall be null, void and at an end with Roses to be immediately reinvested with all right, title and interest conveyed pursuant to this easement and further with the rights to the well, pump, water lines and related apparatus to the extent the same are located on the Rose Property. In the event of termination pursuant to this paragraph, Hurds agree to execute such documents as reasonably necessary to effect and evidence the termination described above. The written notice hereinabove referred to shall be sent by certified mail to Hurds at their address as previously set forth in this easement. Personal delivery of any such written notice shall also be deemed sufficient. In the event Hurds change their address, they shall, in writing, advise Sellers their new address; and any notice sent to Buyers' old address before this is done shall be valid and fully effective. The period above mentioned shall run from the date such notice is deposited in the mail or from the date of personal service as above provided. It is expressly agreed that absence of the Hurds from the Hurd Property, or the Hurds' non-use of water from the water system, shall not be considered an abandonment or failure to operate, so long as Hurds operate and maintain the water system as required herein.

10. In the event any litigation is commenced to enforce, rescind or interpret any term or provision of this Contract, the prevailing party shall be entitled to recover from the other party, and the other party agrees to pay to the prevailing party, in addition to costs and disbursements allowed by law, the prevailing party's reasonable attorneys fees in preparation of, at trial and on appeal therefrom. Attorneys fees shall include any attorney services rendered prior to the institution of litigation including all reasonable expenses necessarily incurred in such proceedings, and shall include an estimate of the attorneys fees to be incurred by the prevailing party following judgment in connection with collection of that judgment.

11. It is the intention of the parties that the easement herein granted be deemed a perpetual easement established for the benefit of the Hurd Property. The rights, privileges and obligations granted and assumed by the parties to this document shall be binding upon the heirs, successors and assigns of the parties hereto unless modified, altered or terminated by a subsequent written document executed in writing by the then owners of the Rose, and Hurd Properties.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands this 27 day of April 1995.

Raymond J. Rose
Raymond J. Rose
Lora May Rose
Lora May Rose

John D. Hurd

Jill J. Hurd

STATE OF MONTANA)
 :ss.
County of Missoula)

This instrument was acknowledged before me on April 27, 1995 by Raymond J. Rose and Lora May Rose.

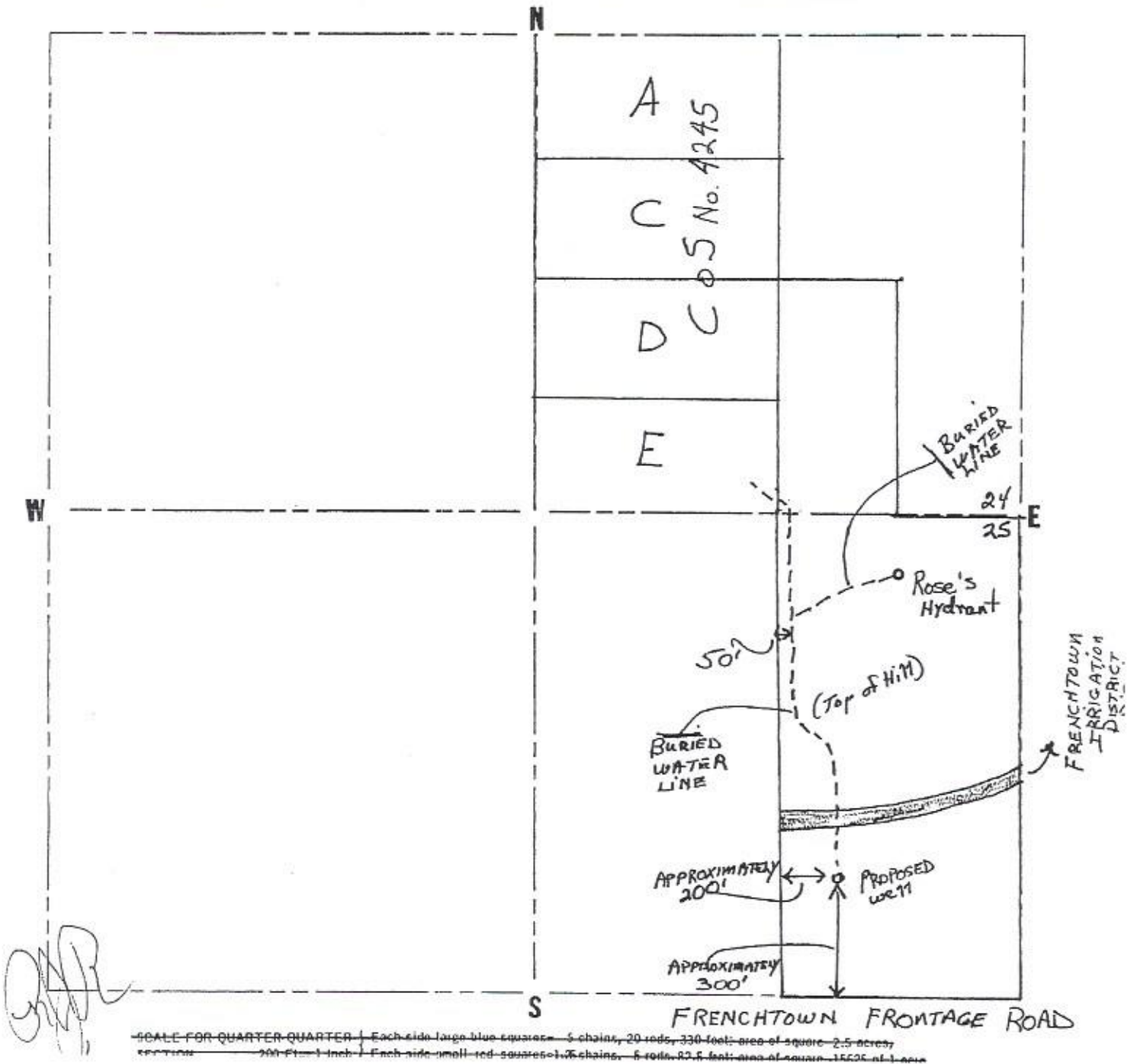
Terry K. Botsford
Notary Public for the State of Montana
Residing at: Missoula, MT
My commission expires: 8/13/98



EXHIBIT "A" OF ROSE TO HURD EASEMENT AGREEMENT

SECTIONS 24 AND 25 OF T 15 N, R 22 W, P.M. MISSOULA COUNTY

SCALE FOR QUARTER SECTION | Each side large blue square—10 chains, 40 rods, 660 feet; area of square—10 acres.
400 Ft. | 1 inch | Each side small red square—2.5 chains, 10 rods, 165 feet; area of square—625 of 1 acre.



STATE OF MONTANA)
 :SS.
County of Missoula)

This instrument was acknowledged before me on _____, 1995 by John D. Hurd and Jill J. Hurd.

(Seal, if any)

Notary Public for the State of Montana
Residing at: _____
My Commission expires: _____