2 CURRENT MAILING ADDRESS	h) Recovery senter level 14 ft. at • 1 hrs. after pemping slopped.		
P.O. Box 460328 Huson, Montana 59846	Wells intended to yield 100 gpm or more shall be tested for a period of		
3. WELL LOCATION NW 15 SE 14 NE 14 Section 25 Township 15N N/S Range 22W E/W CountMissoul	conducted continuously at a constant discharge at least as great as the it fended appropriation, in addition to the above information, water level da shall be collected and recorded on the Department's "Aquiller Test Data form. NOTE: All wells shall be emplored with an access port to leach male water.		
Govn't Lot or Lot Black	a pressure gauge that will indicate the shut-in pressure of a flowing well. Removable caps are acceptable as societs ports.		
tract Number	111. VOCS WELL PLUGGED ON ABANDONED?Y88_X_NO		
PROPOSED USE: Domestic 2 Stock □ Inrigetion □ Other □ specify	1/yes, how?		
5. TYPEOF WORK:	Dopin (ft.) From So Formation		
New well 32 Method: Dug Bored Cable 20 Orivan	0 8 Topsoil		
Deepened	8 38 Saud		
Thomas of the control	38 75 Heavy gravek and clay		
6. DIMENSIONS: Diameter of Hole Dia. 6 In. from 0 ft. to 108 ft.	25 95 Fine sand and water		
Dia. 0 In. from 0 ft. to 108 ft. Dia. 1. from ft. to ft.	Bend		
Diain. fromft. toft			
7. CONSTRUCTION DETAILS:			
Cesing: Steel Dia 6 from +4 ft to 108 ft.			
Through D Milliand Dia from fl-to h. TypeA-53B Wall Thickness 250	and the second s		
Casing; Plastic Diafromft. toft.			
Weight Dia from ft. to ft.			
PERFORATIONS: Yes O No 19			
Type of perforator used			
Type of perforation used			
perforations fromft. toft.	,		
perforations fromft. toft.			
SCREENS: Yes O No 19			
Manufacturer's NameModel No			
Dia. Sict size from ft. to ft.			
DieSiot sizefromft. toft.			
GRAVEL PACKED: Yes D No E Size of gravel			
Gravel placed fromft. toft.			
GROUTED: To what depth? 18 #	21-20		
Material used in grouting bentonite			
8. WELL HEAD COMPLETION:			
Pittess Adapter & Yes D No			
9. PUMP (if installed)			
Manufacturer's name			
Type Model No HP.	AYYACH ADDITRONAL BHEETS IF NECESSARY		
O. WELLTEST DATA	13. DATE COMPLETED August 17, 1995		
The information requested in this section is required for all wells. All depth measurements shall be from the top of the well casing. All wells under 100 gpm must be tested for a minimum of one hour and provide the following information:	 NRILLEB/CONTRACTOR'S CERTIFICATION. This well was drilled under my jurisdiction and this report is true to the best of my knowledge. 		
h) Static water level immediately before testing 14 ft. If flow- ing; closed-in pressure psi, gpm.	August 20, 1995		
other, (epecify) c) Depth at which pump is set for test 50 * d) The pumping rate: 50 ± cpm. e) Pumping water level ≤5 ft. at ≥ bra. after i	10475 Hiway 10 W., Missoula, MT 59802		
e) Pumping water level <>> ft. at < hra. after pumping began.	Charles FAtalleut 185		
MONTANA DEPARTMENT OF NATURAL DESCRIPTION			

Montana Bureau of Mines and Geology Ground-Water Information Center Site Report **HURD JOHN & JILL**

Plot this site on a topographic map

makasmoniek aronimonioan omnin okoneraski karo kari

Location Information

GWIC Id: 154108

Location (TRS): 15N 22W 25 ADB

County (MT): MISSOULA

DNRC Water Right:

PWS Id:

Block:

Lot:

Addition:

Source of Data: LOG

Latitude (dd): 47.0331

Longitude (dd): -114.3172

Geomethod: TRS-SEC

Datum: NAD27

Altitude (feet):

Certificate of

Survey:

Type of Site: WELL

Well Construction and Performance Data

Total Depth (ft): 108.00

Static Water Level (ft): 14.00

Pumping Water Level (ft): 25.00

Yield (gpm): 50.00

Test Type: AIR

Test Duration: 2.00

Drill Stem Setting (ft):

Recovery Water Level (ft):

Recovery Time (hrs):

Well Notes:

How Drilled: CABLE

Driller's Name: CKC

Driller License: WWC185

Completion Date (m/d/y): 8/17/1995

Special Conditions:

Is Well Flowing?:

Shut-In Pressure:

Geology/Aquifer: 112ALVM

Well/Water Use: DOMESTIC

Hole Diameter Information

No Hole Diameter Records currently in GWIC.

Casing Information¹

Wall Pressure

From To Dia Thickness Rating Joint Type

-4.0 108.0 6.0

STEEL

Annular Seal Information Completion Information 1 From To Description

of Size of

From To Dia Openings Openings Description

108.0 108.0 6.0

OPEN **BOTTOM** *

Lithology Information

0.0 18.0 BENTONITE

From	То	Description		
0.0	8.0 TOPS	OIL		
8.0	38.0 SAND)		
38.0	75.0 HEAV	Y GRAVEL & CLAY		

Hunds 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 S½W½E½SE¼ of Section 24, Township 15 North, Range 22 West, Principal Meridian, Missoula County, Montana; and

The E½NE¼ 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 N½NW¼SE¼ 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 S½NW¼SE¼ 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 N½SW¼SE¼ 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 S½SW¼SE¾ 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.
- The purpose of the easement is to provide domestic water to a single family residence 3. 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.

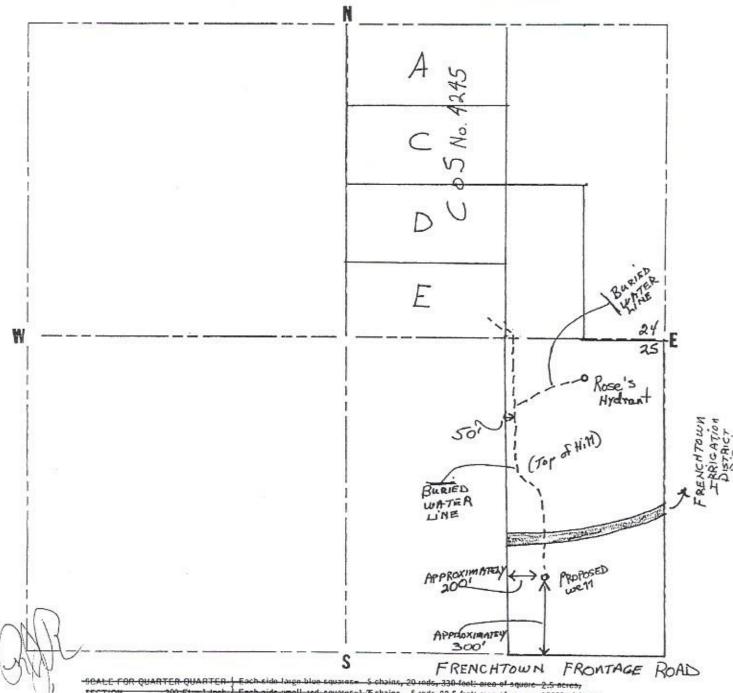
- 6. In the event the water produced from the well anticipated herein is not adequate in quantity or quality to provide an adequate supply, for the purposes described herein, to both the Hurd Property and Rose Property, the Hurds shall be under no obligation to proceed with the installation of water 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 than 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 <u>all water rights</u> 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.
- 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.

Raymond J. Rose		John D.	Hurd	
Lora May Rosé		Jill J. H	ard	
STATE OF MONTANA)			
County of Missoula	:ss.)			
This instrument was and Lora May Rose.	acknowledged	perfore me on	ul27 , 1995 by	Raymond
Seal, if a KN K BOTSFOR		Notary Public for	or the Sate of You	itana

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 equates—10 chains, 10 rade, 560 fact; area of equate — 10 acros 400 Ft. 1 linch — { Each elide small rad equates—2.5 chains, 10 rade, 165 fact; area of equate - 625 of 1 acros.



STATE OF MUNIANA) :ss.	
County of Missoula)	
This instrument was Jill J. Hurd.	acknowledged before me on	, 1995 by John D. Hurd and
(Seal, if any)	Notary Public for Residing at: My Commission	the State of Montana