

CULINARY WATER WELL AGREEMENT

473683

THIS AGREEMENT, made and entered into this 30th day of August, 2001 by the following:

Wiley and Judy Henson - Subdivision #1, Lot 1 & 2, Block 3, North Pinehaven
Larry and Ida Hardcastle - Subdivision #1, Lot 5, Block 4, North Pinehaven
Gil and Myrna Jensen - Subdivision #1, Lot 6, Block 4, North Pinehaven
Kent and Marcia Riley - Subdivision #1, Lot 7, Block 4, North Pinehaven -
Gary and Mildred Fletcher - Subdivision #1, Lot 5, Block 5, North Pinehaven - *not signed.*
Bill and Doris Oakley - Subdivision #1, Lot 7, Block 5, North Pinehaven
Paul and Pat Carver - Subdivision #1, Lot 9, Block 5, North Pinehaven
Frank and Debra Lott - Subdivision #1, Lot 12, Block 5, North Pinehaven

The parties listed above own property located in Fremont County, Idaho and have ownership in the well located in Subdivision #1 on the boundary line corner between 4 & 10, block 5, North Pinehaven. *Well Group #5*

The owners receiving water from the well shall pay equal shares of the cost to maintain a proper usable well with the costs split equally between the owners. It is further agreed that the parties, their heirs or future owners will pay \$100.00 per year (or such amount agreed upon) for electricity and maintenance of the community well to the designated well manager. This amount is payable 30 days following notification. This also applies to any maintenance costs over and above the amount accumulated in the well account.

It is further agreed that each of the water users is solely responsible for the location of their connection, for hookup, including backfilling to proper grade, resurfacing roadway where needed, and maintenance of his own water line from the well line connection point.

It is further agreed that any new membership or hookup to the well system following this dated culinary well agreement will pay a well group membership fee of \$500.00 to the current well manager. The membership fee may be revised from time to time as agreed by the owners.

It is further agreed that in the event of a major repair or replacement to the well, pump or main lines, each well owner will be assessed equally. Payment must be made 30 days following notification.

It is further agreed that in the event that a party of this agreement does not pay yearly assessment or their share of major repair cost they authorize the well group to discontinue water to the non paying party and agree to pay any court costs necessary for collection of such past due obligations.

It is further agreed that a party to this agreement may withdraw from the agreement, drill their own well or make other arrangements for their water supply. Any funds accumulated from said party shall remain with the well fund.

It is further agreed that if a party to this agreement sells their cabin the well membership goes with the cabin. The new owner will need to sign this well agreement and it will subsequently be recorded at the Fremont County Recorder Office.

It is further agreed that this agreement shall be binding upon the heirs, executors, administrators, and assignees of the respective parties.

473683

By signing this Culinary Water Well Agreement document the owners are in agreement to the terms list on the previous page.

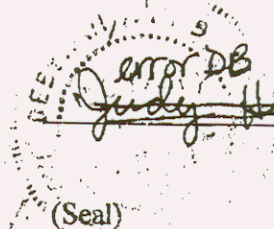
State of North Carolina

County of Jackson

Subscribed and sworn to (or affirmed) before me this 11th day of September 2001 by

Wiley Henson
Owner

Judy Henson
Owner



Deborah Ann Bryson
Notary Public

My commission expires April 21, 2006

Microfilm Num. 473683
29 May 2002
13:10 O'clock P M
24-9 Sharp Deputy
at Request of
dda Hardcastle

473683

By signing this Culinary Water Well Agreement document the owners are in agreement to the terms list on the previous page.

State of Idaho

County of Bonneville

Subscribed and sworn to (or affirmed) before me this 10 day of September, 2001 by

Dary S. Fletcher
Owner

Michael Fletcher
Owner

Janice C. Stearns
Notary Public

(Seal)



My commission expires 1-3-2006

473683

By signing this Culinary Water Well Agreement document the owners are in agreement to the terms list on the previous page.

State of Nevada

County of Jefferson / Fremont

Subscribed and sworn to (or affirmed) before me this 7th day of Sept, 2001 by

Frank Lott
Owner

Olivia Lott
Owner

June Hutchinson

Notary Public

(Seal)

My commission expires 4-9-2004

473683

By signing this Culinary Water Well Agreement document the owners are in agreement to the terms list on the previous page.

State of Idaho

County of Madison

Subscribed and sworn to (or affirmed) before me this 6th day of September, 2001 by

Paul Sturver
Owner

Patricia A. Carver
Owner

David Pincock

Notary Public

(Seal)



My commission expires Sept 13, 2006

473683

By signing this Culinary Water Well Agreement document the owners are in agreement to the terms list on the previous page.

State of Utah

County of Salt Lake

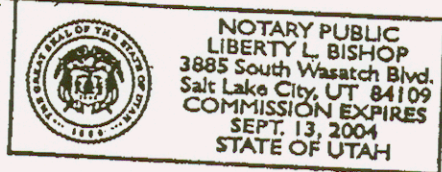
Subscribed and sworn to (or affirmed) before me this 5th day of Sept., 2001 by

Julia W. Jensen
Owner

Myra M. Jensen
Owner

Liberty L. Bishop
Notary Public

(Seal)



My commission expires Sept. 13, 2004

473683

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State of Idaho

County of Gooding

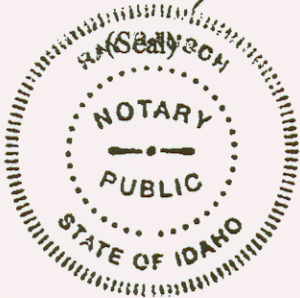
Subscribed and sworn to (or affirmed) before me this 4 day of Sept, 2001 by

Dorie McClellan
Owner

William C. Dickey
Owner

[Signature]

Notary Public



My commission expires 5/15/05

By signing this Culinary Water Well Agreement document the owners are in agreement to the terms list on the previous page.

State of IDAHO

County of BONNEVILLE

Subscribed and sworn to (or affirmed) before me this 30 day of August, 2001 by

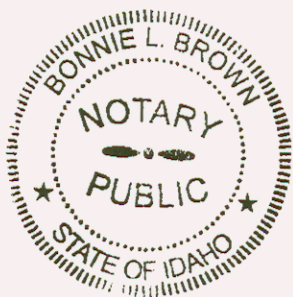
Jerry A. Henderson
owner

David H. Hurdcastle
owner

Bonnie L. Brown

Notary Public

(Seal)



My commission expires 11-04-06

By signing this Culinary Water Well Agreement document, the owners/members are in agreement to the terms listed on the previous page. The original agreement document is identified by #473683 as recorded at the Fremont County Recorder Office, St. Anthony, Idaho.

State of Idaho
County of Madison

Subscribed and sworn to (or affirmed) before me

this 9th day of Aug 2002 by

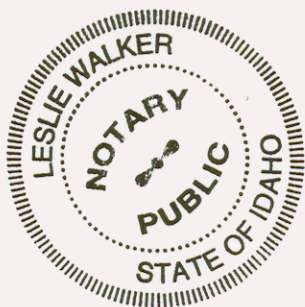
[Signature]
Owner

[Signature]
Owner

[Signature]

Notary Public

(Seal)

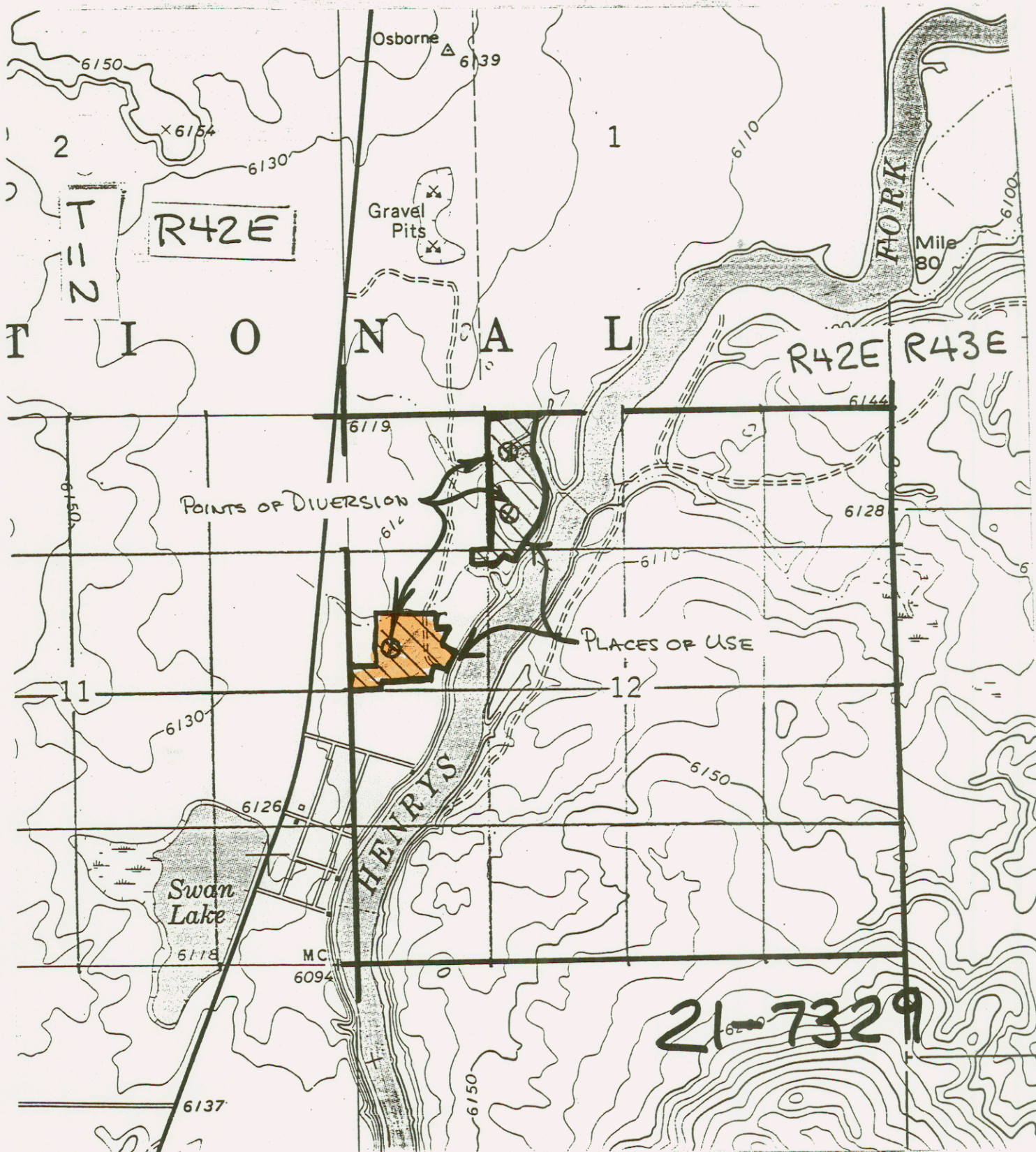


My Commission expires

6-2-2004

475997
13 Aug 2002
9:05
FREMONT COUNTY RECORDER
Deputy
[Signature]

21-7329



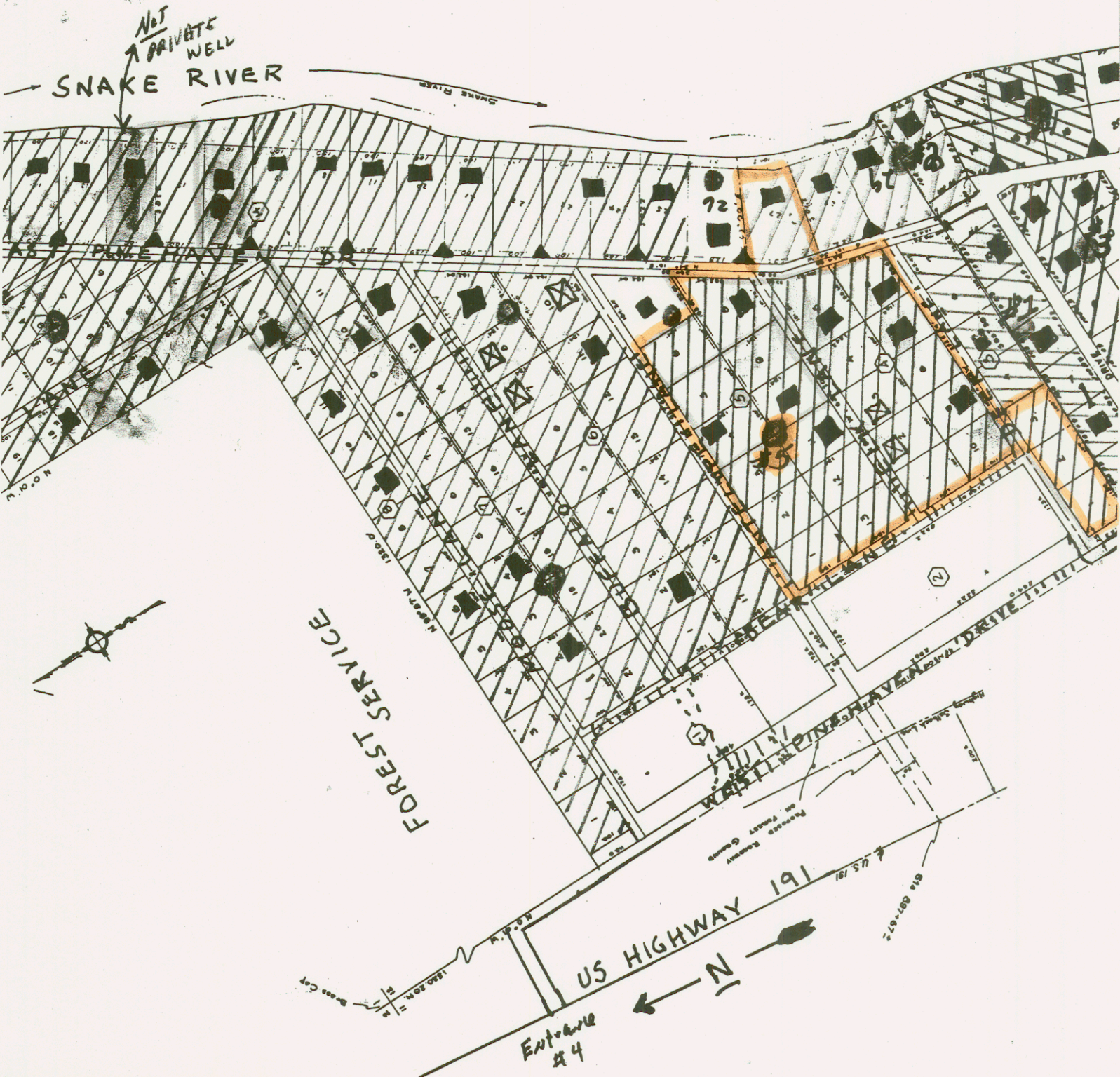
PONDS LODGE 11

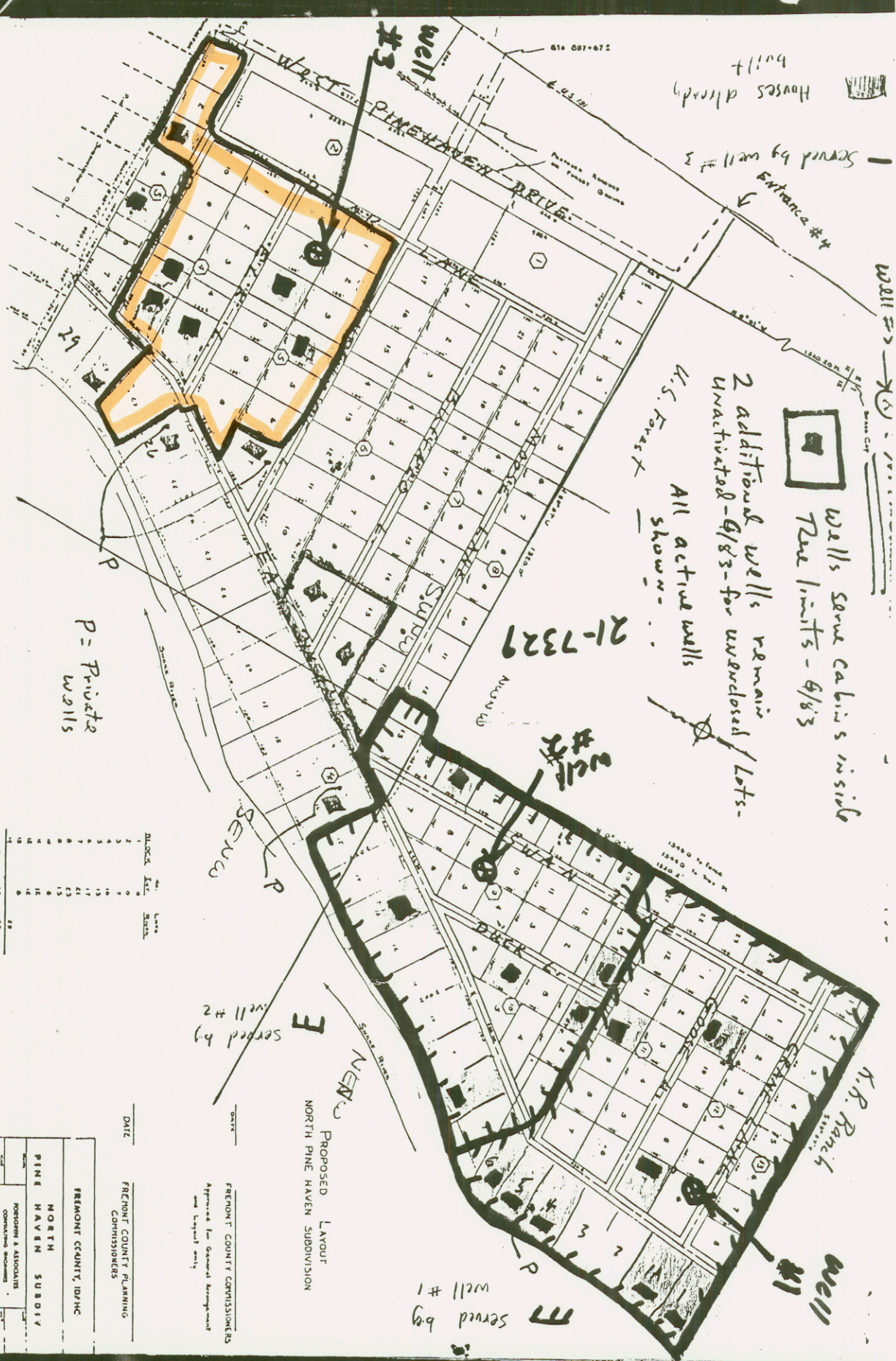
MACKS INN 17

WEST YELLOWSTONE 40

SOUTH: ASHTON 17

IDAHO FALLS 70





Block	Lot	Area
1	1	1.00
2	2	1.00
3	3	1.00
4	4	1.00
5	5	1.00
6	6	1.00
7	7	1.00
8	8	1.00
9	9	1.00
10	10	1.00
11	11	1.00
12	12	1.00
13	13	1.00
14	14	1.00
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16	16	1.00
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28	28	1.00
29	29	1.00
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37	37	1.00
38	38	1.00
39	39	1.00
40	40	1.00
41	41	1.00
42	42	1.00
43	43	1.00
44	44	1.00
45	45	1.00
46	46	1.00
47	47	1.00
48	48	1.00
49	49	1.00
50	50	1.00

DATE _____

PROPOSED LAYOUT
NORTH PINE HAVEN SUBDIVISION

FREMONT COUNTY COMMISSIONERS
Approved for General Arrangement
and Layout only.

FREMONT COUNTY PLANNING
COMMISSIONERS

FREMONT COUNTY, IDAHO

NORTH
PINE HAVEN SUBDIVISION

DESIGNED & ASSOCIATES
CONSULTING ENGINEERS

DATE _____

SCALE 1" = 50'