

98-554-RS

1451015

JOINT WELL USER AGREEMENT and EASEMENT

This Agreement is made and effective on this 20th day of June, 1996, by and between LARRY HOLECEK and LINDA HOLECEK, husband and wife, (hereafter "HOLECEK"), and JERALD CHRISTENSEN and SHEILA CHRISTENSEN, husband and wife, (hereafter "CHRISTENSEN").

RECITALS:

- A. On the date of recording of this Agreement, CHRISTENSEN is the owner of certain real property located in Kootenai County, Idaho, (hereafter referred to as the "Christensen Parcel"), described in Exhibit "A" attached and incorporated herein.
- B. HOLECEK is the owner of certain real property located in Kootenai County, Idaho, (hereafter referred to as the "Holecek Parcel"), described in Exhibit "B" attached and incorporated herein.
- C. A water well exists on the Christensen Parcel (hereafter the "Well") which produces a minimum of ten (10) gallons per minute according to the original Well Driller's Report.
- D. CHRISTENSEN and HOLECEK desire to jointly use and maintain the Well to supply water for domestic purposes on their respective property.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

1. Well and Water Rights. CHRISTENSEN and HOLECEK, and their respective heirs, successors and assigns shall each have an undivided one-half (1/2) interest in the Well. CHRISTENSEN and HOLECEK shall each be entitled to draw water from the Well to be used only for "domestic purposes," as that term is defined in Idaho Code Section 42-111, or any successor statute or regulation. Water from the Well shall only be used on the real property described herein, and the Well shall be exclusively for the use of the owners of the property described herein. In the event of any water shortage or other circumstances which require rationing or other limitations on the Well, any necessary restrictions shall be shared equally.
2. Well Pump. CHRISTENSEN shall install, at CHRISTENSEN's own expense, a pump in the Well sufficient to supply water for domestic purposes to the Christensen Parcel and Holecek Parcel.

STATE OF IDAHO } ss
COUNTY OF KOOTENAI }
AT THE REQUEST OF _____
FIRST AMERICAN TITLE COMPANY

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DANIEL J. ENGLISH
Deputy
FEE \$180

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3. Water Line Easement. An easement is hereby granted by CHRISTENSEN over the Christensen Parcel for the installation, maintenance and repair of an underground water pipeline to convey water from the Well to the Holecek Parcel. Said easement is granted solely for the benefit of the Holecek Parcel and shall be two (2) feet wide beginning at the Well and running due East in a straight line to a point on the Westerly boundary of the Holecek Parcel.
4. Well Connection Obligations. At such time as the owner of the Holecek Parcel shall desire to connect to the Well, the owner of the Holecek Parcel shall professionally construct and install, at their own expense, a water line from the Well to the Holecek Parcel, an individual pressure tank with a capacity of no less than eighty (80) gallons, an underground pump house, and all other pipes, valves, fittings and fixtures necessary to convey water from the Well to the Holecek Parcel. The maximum flow rate of water from the Well to the Holecek Parcel shall not exceed five (5) gallons per minute. At the time of connection to the Well, the owner of the Holecek Parcel shall also install a water meter to measure the quantity of water supplied to the Holecek Parcel in gallons. Until such time as the owner of the Holecek Parcel shall satisfy the obligations specified in this paragraph, CHRISTENSEN shall have exclusive use of the Well.
5. Individual Maintenance Expenses. Each party to this Agreement shall be responsible for all costs of improvement, maintenance, repair or replacement of their individual pressure tank, meter, pipes, valves, fittings and fixtures that convey water from the Well to their respective property.
6. Shared Maintenance Expenses. Any operation, maintenance, repair or replacement expenses required for the Well, pump or other shared elements of the water distribution system shall be divided equally among the existing users of the water distribution system.
7. Monthly Fees and Charges. The owner of each Parcel connected to the Well shall pay a monthly service fee of Twenty dollars (\$20.00) to cover the cost of monthly utility services for the pump, and as a reserve for repair and maintenance of the Well, pump and other shared elements of the water system. Monthly service fees shall be paid to a bank account, escrow service or other entity mutually agreed upon by the parties to this Agreement. The monthly service fee may be changed or eliminated by written agreement, signed by all property owners connected to the Well.
8. Lien Rights. Any party who, after thirty (30) days written notice, fails to pay any monthly service fee or other shared expense or charge due and owing under this Agreement, hereby consents to the recording of a lien against that party's real property for the amount owed plus interest at 12% per annum.

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9. Default or Breach. It is understood and agreed between the parties that in the case of breach or default by any party regarding the terms, conditions and requirements of this Agreement, and upon failure of the defaulting party to remedy said default or breach within thirty (30) days after mailing of written notice by certified mail, postage prepaid to the defaulting party, any other non-defaulting party shall have the right to pursue any legal remedy allowed under Idaho law to enforce this Agreement. Failure to act as to any one breach or default shall not be considered a waiver of any rights for a subsequent action by the defaulting or breaching party.
10. Construction and Interpretation. The law of the State of Idaho shall apply to this Agreement and the proper venue shall be in Kootenai County, Idaho. This document shall be interpreted in accordance with the fair and simple meaning of the words and not strictly interpreted against any party.
11. Attorney's Fees. In the case of any legal action or arbitration commenced hereunder, the prevailing party shall be awarded attorney's fees and costs, whether in district or appellate court.
12. Modification and Merger. Any and all alterations or amendments to this Agreement must be in writing and signed by all parties. This Agreement constitutes the entire agreement of the parties.
13. Binding Agreement. All terms, benefits and obligations of this Agreement shall run with the real property described herein, and shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set opposite their respective signatures below.

Dated: 6-20-96

Larry D. Holecek
LARRY D. HOLECEK

Dated: 6-20-96

Linda M. Holecek
LINDA M. HOLECEK

Dated: June 20 1996

Jerald K. Christensen
JERALD K. CHRISTENSEN

Dated: June 20, 1996

Sheila A. Christensen
SHEILA A. CHRISTENSEN

Holecek Parcel

EXHIBIT "B"

THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER
OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 53 NORTH, RANGE 3
WEST, BOISE MERIDIAN, KCOTENAI COUNTY, STATE OF IDAHO.

EXCEPT THE RIGHT OF WAY FOR A COUNTY ROAD.

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Christensen Parcel

EXHIBIT "A"

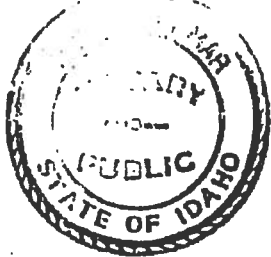
THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST
QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 53
NORTH, RANGE 3 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, STATE OF
IDAHO.

EXCEPT THE RIGHT OF WAY FOR A COUNTY ROAD.

ALSO EXCEPT THE WEST 30 FEET THEREOF.

STATE OF IDAHO)
) ss.
County of Kootenai)

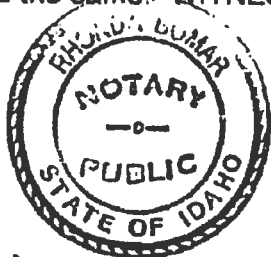
On this 24th day of June, 1996, before me, the undersigned, a Notary in and for the State of Idaho, personally appeared LARRY HOLECEK and LINDA HOLECEK, ~~husband and wife~~, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same. WITNESS my signature and official seal.



Rhonda Bumer
Notary for the State of Idaho
Residing at IDA
Commission Expires: 7-11-2000

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 24th day of June, 1996, before me, the undersigned, a Notary in and for the State of Idaho, personally appeared JERALD K. CHRISTENSEN and SHEILA A. CHRISTENSEN, ~~husband and wife~~, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same. WITNESS my signature and official seal.



Rhonda Bumer
Notary for the State of Idaho
Residing at IDA
Commission Expires: 7-11-2000