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WELL AGREEMENT

STATE OF IDAHO } 55
COUNTY OF KOOTENAI }
AT THE REQUEST OF }
PIONEER TITLE CO.
JUN 16 12 27 PM '98
DAVIS, ENGLISH

THIS AGREEMENT, MADE THIS 3RD DAY OF APRIL, 1998 AT 26355 N. JACKA LOOP RD. IN THE STATE OF IDAHO. BY AND BETWEEN, CHRIS D. ZIMMERMAN OF KOOTENAI COUNTY, STATE OF IDAHO, THE PARTIES OF THE FIRST PART, AND RONALD E. HORN OF KOOTENAI COUNTY, STATE OF IDAHO, PARTIES OF THE SECOND PART.

WITNESS; THAT IN CONSIDERATION OF THE MUTUAL CONVENIENTS AND AGREEMENTS, TO BE KEPT AND PERFORMED ON THE PART OF SAID PARTIES HERETO RESPECTIVELY, AS HEREIN AFTER STATED, THE SAID PARTIES OF THE FIRST PART DOES HEREBY CONVEYANT AND AGREE THAT THEY SHALL AND WILL AGREE UPON A ONE TIME CONNECTION FEE TO DOMESTIC WATER WELL LOCATED AT 26355 N. JACKA LOOP RD; ATHOL, ID 83801. "THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER SECTION 25, TOWNSHIP 53 NORTH RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO."

THERE WILL BE A ONE TIME CONNECTION FEE OF \$5,000.00 AND A MONTHLY CHARGE OF \$30.00 PER MONTH. THE CHARGE IS BASED ON 10,000 GALLON PER MONTH. OVER AND SAID AMOUNT A \$1.00 FEE PER 1,000 GAL WILL BE CHARGED.

PARTIES OF THE FIRST PART WILL BE RESPONSIBLE FOR ALL REPAIRS AND MAINTENANCE FOR THE PUMP AND WELL AT THE WELL LOCATION. THE WELL MUST BE REPAIRED AND OPERATIONAL WITHIN 72 HOURS. PARTIES OF THE FIRST PART ARE NOT RESPONSIBLE FOR NATURAL CAUSES. THE PARTIES OF THE SECOND PART WILL BE RESPONSIBLE FOR MAINTAINING WATER LINE FROM CONNECTION POINT TO RESIDENCE AT 26155 N. JACKA LOOP RD. "THE NORTH HALF OF THE SOUTHEAST OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 53 NORTH, RANGE 4 WEST BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO."

IN THE EVENT OF PROPERTY SOLD BY EITHER PARTY, CONTRACT WILL BE TRANSFERRED AS AGREED TO BY PARTIES OF THE FIRST PART AND PARTIES OF THE SECOND PART.

NOTARY: Chris D. Zimmerman

COMMISSION EXPIRES: 3/5/2004

CHRIS D. ZIMMERMAN Chris D. Zimmerman

BONNIE A. ZIMMERMAN Bonnie A. Zimmerman

RONALD E. HORN Ronald E. Horn

NORA J. HORN Nora J. Horn

DATE: 4-3-98

DATE: 4-3-98

DATE: 4-3-98

SCANNED
MAR 27 2017