

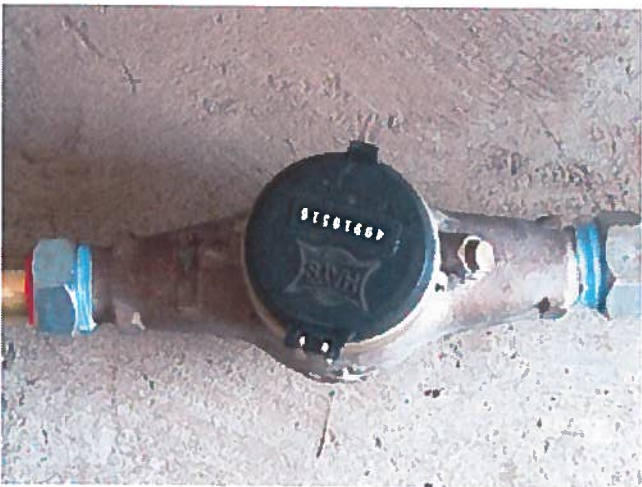
Nelson, Dan

From: BRAD BOWEN [btsbbow@msn.com]
Sent: Thursday, May 15, 2014 10:31 AM
To: Nelson, Dan
Subject: Holden Water permit # 61-7751

Dan, Here are the pictures of the well head extension and the meter. If you need anything else please let me know right away.

Brad Bowen, Power of Attorney for Rick Holden







JOINT WELL USE AND MAINTENANCE AGREEMENT

334-2190
Water Resources

THIS AGREEMENT is entered into by and between
and Ricky C. Holden and Kimberly M. Holden, husband and wife

owners of tracts of land described as: the E1/2 of Lot 16, Block 1, Airport Subdivision

AND Loree M. Saunders

Central District
Health

owners of tract of land described as:

The well is located in the E1/2 of Lot 17, Block 1, Airport Subdivision

At the present time a domestic well is located upon said tract as "Exhibit B" and it is the purpose of this agreement to provide for and the joint ownership, use and maintenance of said wells or any other wells which the parties hereto might hereafter decide to provide for joint use.

IT IS THEREFORE HEREBY AGREED between parties hereto as follows:

1. That each party hereto conveys to the other a sufficient interest so that each party shall own an interest in the wells, in the pumping equipment located therein or thereon, the well house and in the water produced by said wells, which said water shall be used for domestic purposes.

2. For the purpose of conveying water from either of said wells or any other wells hereafter provided, each party shall be solely responsible for the installation and maintenance of underground water lines from said wells to their respective property.

3. All expenses for electrical power and maintenance of the pump and motor in each wells, or for replacement of the same, shall be paid by the parties hereto in equal prorations, payable in monthly installments and within ten days from the due date for payment of such expenses. In addition each party (parties) name herein shall pay 25.00 per month to be deposited in a reserve account in such bank as the parties hereto shall select which funds shall be used for future replacement or repair of pumping equipment, and deposited in the name of the "owners of Exhibit B" and funds may be withdrawn from said fund upon checks signed by any two members of the joint venture.

4. For the purpose of installing and maintaining underground waterlines from the wells to the respective residence of each party, each party gives to the other an easement over their respective tracts, which easement shall be 10 feet wide and the centerline of said easement shall be the underground line first installed for the purpose of conveying water from said wells to the respective tract owned by each party to this agreement.

5. Water shall be used for domestic purposes only, and to irrigate any yard (with shallow well only) and each party shall use said water in an economical manner and shall not waste the same. For a charge of \$25.00 monthly]

6. Controlling interest shall stay with the owners of "Exhibit B" (wells location). Each of the parties hereto shall have an equal say in any decisions concerning the maintenance, operation, repair and replacement or additions to the well or wells, pumps, or motors, pump houses, if any, and other equipment. In the event of disagreement, the decision of the majority shall prevail.

7. If any party fails or refuses to pay their share of electrical and maintenance expenses or fails to pay the monthly charge for the reserve account or otherwise fails to comply with the terms of this agreement, then the other parties shall have the right to disconnect the nonpaying or noncomplying parties' water service, after first giving such party 30 days advance notice in writing, and the defaulting parties' connection to said water system shall not be reconnected until all delinquent payments have been made, including payment for the expense, if any, of disconnecting and reconnecting the water hookup, and reasonable attorney's fees, if any are incurred.

8. The right of each party to the ownership of the wells, pump, motor and other equipment and to the water produced by said wells shall be appurtenant to the real property owned by each respective party and the covenants and agreements herein contained shall run with the land and shall extend to and be binding upon the heirs, personal representatives and assigns of the respective parties hereto. In the event any of the parties hereto shall hereafter sell their residence which is receiving water under the provisions of this agreement, then such parties shall have the right to assign and transfer the buyer all of their rights under this agreement, insofar as the buyer of the same shall be subject to all of the duties and obligations of the seller as set forth under the provisions of this agreement.

9. The provisions of this agreement shall be binding upon inure to the benefits of the heirs, personal representatives and assigns of each respective party hereto.

DATED THIS 10th DAY OF May 2001
Loree M. Saunders
Loree M. Saunders
Recky C. Holden
Recky C. Holden
Kimberly M. Holden
Kimberly M. Holden

STATE OF IDAHO

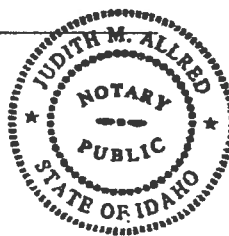
County of

On this day personally appeared before me the undersigned, a Notary Public in and for State, personally appeared Loree M. Saunders, Recky C. Holden and Kimberly M. Holden known or identified to me to be the person S whose name S subscribed to the within instrument, and acknowledged to me that they executed the same.

Signature: Judith M. Allred

Name: JUDITH M. ALLRED

Residing: MTN HOME
Commission Expires: 05-22-06



328478

ELMORE COUNTY, IDAHO ss
Request of
GUARANTY TITLE, INC.

Time 4:28 P.M.

Date May 10, 2001

GAIL L. BEST, Recorder

By Cheryl M. Lyle

Fee 6.00 Deputy

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

WE, **RICKY C. HOLDEN** and **KIMBERLY M. HOLDEN**, both of legal age, American citizens, married, and a resident of 253 Palhi, Poblacion, Malay, Aklan, Philippines do hereby NAME, CONSTITUTE AND APPOINT Spouses **BRAD BOWEN** and **TIFFANY BOWEN**, likewise both of legal age, and American citizens, and a residents of Mountain Home, Idaho, 83647 USA, as our true and lawful Attorney-in-Fact, for us and our name, place and stead, for our own use and benefit, to do and perform any or all of the following acts and things, to wit:

1. To manage and administer our business located in the United States of America, the HOLDEN'S TRAILER PARK located in Mountain Home, Idaho, United States of America, and to take all the necessary actions to protect the same against any person or entity;
2. To receive checks in the name of our company or in our names and deposit the same in our account or out company's account, or any account we will direct them to;
3. To make, sign, execute, and deliver necessary contracts, documents, agreements and other writings of whatever nature of kind relative to the above stated authority.

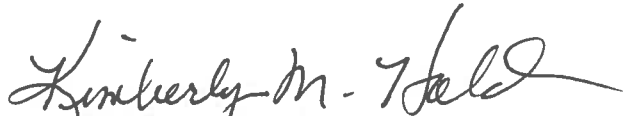
HEREBY GIVING AND GRANTING unto our attorney-in-fact full power and authority to do and perform every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as we might or could lawfully do if personally present, hereby ratifying and confirming all that our attorney-in-fact or substitute shall lawfully do or cause to be done by virtue of these presents;

IN WITNESS WHEREOF, We have hereunto set our hand this 31st day of August 2012 at Boracay Island, Malay, Aklan.



RICKY C. HOLDEN

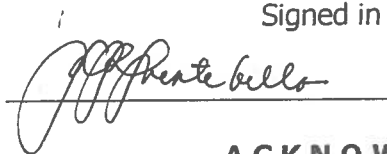
Principal



KIMBERLY M. HOLDEN

Principal

Signed in the presence of:



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF AKLAN) S.S.
MUNICIPALITY OF MALAY)
X-----X

BEFORE ME, a Notary Public for and in the Province of Aklan this 31st day of August 2012 at Boracay Island, Malay, Aklan, personally appeared: Ricky C. Holden with his Passport No. 486948136 issued on September 9, 2011 issued at USA and Kimberly C. Holden with her Passport No. 610191623 issued on April 8, 2011 at USA known to me and to me known to be the same persons, who executed the foregoing instrument, and acknowledge the same as their free act and deed.

WITNESS MY HAND AND SEAL on the date and place above stated.



IMMANUEL L. SODUSTA

Notary Public until December 31, 2012
Regalado Street, Kalibo, Aklan
Notarial Commission No. 14 (2011-2012)
Place of Commission: Kalibo, Aklan
PTR No. 3134409: Jan. 2, 2012
Issued at Kalibo, Aklan
Attorney's Roll No. 38207
IBP Lifetime No. 02372

Doc. No. 286
Page No. 59
Book No. XXII
Series of 2012.