

Jordan, Blake

From: Jerrilee Brower [jbrower54@hotmail.com]
Sent: Friday, August 15, 2014 3:47 PM
To: Jordan, Blake; Oksana Roth
Subject: MOOSE MOUNTAIN WELL EASEMENT AGREEMENT
Attachments: Image (127).jpg; Image (126).jpg; Image (125).jpg; Image (124).jpg; Image (123).jpg; Image (122).jpg; Image (121).jpg; Image (120).jpg; Image (119).jpg; Image (118).jpg; Image (117).jpg; Image (116).jpg

Attached please find the recorded easement agreement for the new well in Moose Mountain Subdivision.

Please call me with any questions.

Thanks!

Jerrilee

**MOOSE MOUNTAIN SUBDIVISION PROPERTY OWNERS ASSOCIATION
AGREEMENT FOR PERMANENT EASEMENT**

This easement agreement between BRENT V. SIMONSON & KRISTI SIMONSON hereinafter referred to as "GRANTOR," and the Moose Mountain Subdivision Property Owners Association, Inc., 831 E Madlee Inkom, Idaho 83245, hereafter referred to as the "ASSOCIATION," state:

WITNESSETH:

WHEREAS: The GRANTOR is the record owner of the following described real estate in Bannock County, State of Idaho:

Lot 7 Block 1 of Moose Mountain Subdivision

And has the unrestricted right to grant the easement hereinafter described relative to said real estate;

NOW, THEREFORE, in view of the premises and for good and valuable consideration paid by the ASSOCIATION to the GRANTOR, the receipt of all of which hereby is acknowledged by the GRANTOR, they agree as follows:

The GRANTOR does hereby grant, assign and convey to the ASSOCIATION:

Any portion of the permanent easement as described in Exhibit "A" that is over/across said GRANTOR's described real estate

1. The GRANTOR by these presents does grant, bargain, and convey unto the ASSOCIATION and its successors and assigns, a permanent easement over and across the following described property to construct or reconstruct, maintain, inspect, operate, protect, repair, replace, alter or remove wells, pipelines, and appurtenant structures on said permanent easement.
2. The GRANTOR herein agrees not to build, create or construct, or permit to be built, created or constructed, any obstruction, building or other structures over or that would interfere with said wells, pipelines, and appurtenant structures or ASSOCIATION'S rights hereunder.
3. The GRANTOR herewith agrees to follow Idaho Rules for Public Water Systems 58.01.08 (IDAPA 58.01.08) pertaining to maintaining minimum distances from public water system wells.
4. The ASSOCIATION (through its proper officers, agents or employees) shall have all rights of ingress and egress to and from said real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the ASSOCIATION'S use, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.
 - a. The ASSOCIATION agrees to restore, to their pre-entry condition, areas within the easement that are damaged during maintenance/repair of said wells, pipelines, and appurtenant structures.
 - b. The ASSOCIATION agrees to not harm the trees in the 50-foot ground water well easement provided the trees do not interfere with maintenance and repair of the well or the pipeline.
 - c. In the event that a permanent structure is built the ASSOCIATION will provide adequate landscaping to camouflage the structure.
5. The ASSOCIATION hereby agrees to hold and save the GRANTOR harmless from any and all claims of third parties arising from ASSOCIATION'S use of the rights herein granted.
6. The easement described above shall continue for a period of perpetuity.

In witness whereof the parties have set their hand and seals this 13 day of August, 2014.

Exhibit "A"

Part of Lots 7, 8, and 13 Block 1 of Moose Mountain Subdivision located in the N1/2 of Section 23 Township 7 South, Range 36 East, B.M. Bannock County, Idaho described as:

Commencing at the northeast corner of said Lot 8 of said Moose Mountain Subdivision, running thence along the east line of said Lot 8 S00°15'47"E 10.00 feet; thence N89°39'30"W 105.21 feet to a point of a non-tangent curve; thence along said non-tangent curve to the right 293.23 feet (Curve Data: Radius=50.00 feet, Delta 336°00'44", Chord bears N15°24'01"W 20.781 feet); thence S89°39'31"E 110.63 feet; thence S00°15'47" 10.00 feet to the point of beginning.

Parcel Contains 0.229 Acres more or less

Grantors

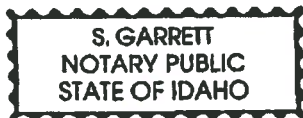
District Association

[Signature]

Jerrilee Brower

State of Idaho) SS
County of Bannock)

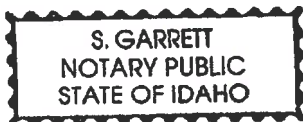
On this 13 day of August, 2014, personally appeared before me Sheila Garrett ^{Travis W. Lambson and Jewel M. Lambson} known or identified to me, to be the person whose name ^{is} subscribed to the within instrument, and acknowledged to me ^{as} he executed the same.



[Signature]
Notary Public for Idaho
My Commission Expires 9-30-17

State of Idaho) SS
County of Bannock)

On this 13 day of August, 2014, personally appeared before me Sheila Garrett ^{as Travis W. Lambson and Jewel M. Lambson} to be the President / Secretary ^{Jerrilee Brower} of the corporation that executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



[Signature]
Notary Public for Idaho
My Commission Expires 9-30-17

THIS INSTRUMENT FILED FOR RECORD BY
FIRST AMERICAN TITLE COMPANY AS AN
ACCOMODATION ONLY AND HAS NOT BEEN
EXAMINED AS TO ITS EXECUTION OR AS
TO ITS EFFECT UPON THE TITLE.

MOOSE MOUNTAIN SUBDIVISION PROPERTY OWNERS ASSOCIATION
AGREEMENT FOR PERMANENT EASEMENT

This easement agreement between RONALD K. WARD & MALINDA WARD hereinafter referred to as "GRANTOR," and the Moose Mountain Subdivision Property Owners Association, Inc., 831 E Madlee Inkam, Idaho 83245, hereafter referred to as the "ASSOCIATION," state:

WITNESSETH:

WHEREAS: The GRANTOR is the record owner of the following described real estate in Bannock County, State of Idaho:

Lot 8 Block 1 of Moose Mountain Subdivision

And has the unrestricted right to grant the easement hereinafter described relative to said real estate;

NOW, THEREFORE, in view of the premises and for good and valuable consideration paid by the ASSOCIATION to the GRANTOR, the receipt of all of which hereby is acknowledged by the GRANTOR, they agree as follows:

The GRANTOR does hereby grant, assign and convey to the ASSOCIATION:

Any portion of the permanent easement as described in Exhibit "A" that is over/across said GRANTOR's described real estate

1. The GRANTOR by these presents does grant, bargain, and convey unto the ASSOCIATION and its successors and assigns, a permanent easement over and across the following described property to construct or reconstruct, maintain, inspect, operate, protect, repair, replace, alter or remove wells, pipelines, and appurtenant structures on said permanent easement.
2. The GRANTOR herein agrees not to build, create or construct, or permit to be built, created or constructed, any obstruction, building or other structures over or that would interfere with said wells, pipelines, and appurtenant structures or ASSOCIATION'S rights hereunder.
3. The GRANTOR herewith agrees to follow Idaho Rules for Public Water Systems 58.01.08 (IDAPA 58.01.08) pertaining to maintaining minimum distances from public water system wells.
4. The ASSOCIATION (through its proper officers, agents or employees) shall have all rights of ingress and egress to and from said real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the ASSOCIATION'S use, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.
 - a. The ASSOCIATION agrees to restore, to their pre-entry condition, areas within the easement that are damaged during maintenance/repair of said wells, pipelines, and appurtenant structures.
 - b. The ASSOCIATION agrees to not harm the trees in the 50-foot ground water well easement provided the trees do not interfere with maintenance and repair of the well or the pipeline.
 - c. In the event that a permanent structure is built the ASSOCIATION will provide adequate landscaping to camouflage the structure.
5. The ASSOCIATION hereby agrees to hold and save the GRANTOR harmless from any and all claims of third parties arising from ASSOCIATION'S use of the rights herein granted.
6. The easement described above shall continue for a period of perpetuity.

In witness whereof the parties have set their hand and seals this 13 day of August, 2014.

Grantors

District Association

~~_____~~
Brent V. Simonson
Brent V. Simonson

Jerrilee Broderick

State of Idaho) SS
County of Bannock)

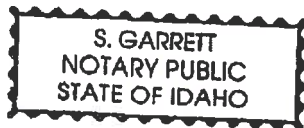
On this 13th day of August, 2014, personally appeared before me ^{Sheila Garrett} Brent V. Simonson and Kristi ^{Simonson} Simonson, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me he executed the same.



Sheila Garrett
Notary Public for Idaho
My Commission Expires 9-30-17

State of Idaho) SS
County of Bannock)

On this 13 day of August, 2014, personally appeared before me ^{Sheila Garrett} John Knight and Jerrilee ^{Broderick} Broderick, to be the President / Secretary of the corporation that executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Sheila Garrett
Notary Public for Idaho
My Commission Expires 9-30-17

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FIRST AMERICAN TITLE COMPANY AS AN
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