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WATER USERS AGREEMENT  
AND EASEMENT

WHEREAS, Brian G. Deschamps is the owner of Tracts 1 of COS 4932 located in the East 1/2 of S35, T15N, R21W, P.M.M., Missoula County, Montana, and

WHEREAS, the above described parcel shares a common well, located on said Tract 1, COS 4932,, which provides water for residential and domestic purposes to the said parcel and also to an adjacent parcel, described as a parcel located in the East 1/2 of Section 35, east of the Mill Creek Road, and North of the ditch located in S35, T15N, R 21 W, P.M.M., Missoula County and

WHEREAS, the owners of said properties, as signatories hereto, wish to clarify and memorialize the responsibilities of themselves or subsequent owners of said parcels, for repair, maintenance, and operation and use of said well, and

WHEREAS, the parties hereto wish to memorialize the easement relating to the well, so that said easement and well maintenance agreement are encumbrances running with the above described parcels of land.

NOW THEREFORE, the owners of the above described parcels of land agree that the said parcels will share a common well, and shall be encumbered as follows:

1. The well located on above said Lot shall be considered a shared well for use by the owners of the said properties. The shared well shall be used, operated and maintained to assure an adequate supply of safe and potable water for the benefit of present and future owners of the affected properties. The well shall be commonly owned, with each of the owners of the 2 properties owning an undivided interest in the well.
2. The undersigned owner of Tract 1 hereby grants a perpetual easement for the benefit of the owners of the parcel located in the East 1/2 of Section 35, T15N, R21W, east of the Mill Creek Road and north of the ditch, for the purpose of repair, maintenance, and operation of the well located on said Tract.
3. Any cost for repair, maintenance or operation of said well shall be paid one-half (1/2) by each owner of the affected property. In the event it becomes necessary to replace the well, said owners shall be required to each pay one-half (1/2) of the cost for the replacement of said common well.
4. The Declarants and any other owners of the two tracts of land originally described, by acceptance of a deed or contract for purchase, whether or not so expressed in said deed or contract, are deemed to covenant and agree to pay the amounts of assessment necessary for the continued operation, repair, and maintenance of the common water system established by this agreement. The expenditures of the funds shall be governed mutually by the owners of the common well, with said moneys to be used only for maintenance,

repair, and operation of the water system. The assessments, and any other amounts necessary to repair, maintain, replace, or operate the well, together with such interest thereon and costs of collection thereon is as hereinafter provided for, shall be a charge and continuing lien upon the said properties, against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as is provided for herein, shall be the obligation of the owner of each tract of land from the date when the assessment becomes payable, and shall constitute a lien running with the real property as well. In the event an assessment shall become delinquent, the assessment, together with interest thereon, and costs of collection, shall become a continuing lien on the individual lot which shall run with the land. The assessment shall bear interest from the date due at the maximum annual percentage rate allowed by law, not to exceed twelve (12%) percent per annum. The owners of the common well may take whatever action necessary to collect the delinquent assessment, including an action at law against the owner obligated to pay the same and/or an action to foreclose the lien against the real property which the assessment is a lien against. There shall be added to the amount of such assessment the cost of collecting the same or foreclosing the lien including reasonable costs and attorney's fees in collecting the amounts of the assessment, and interest.

5. No amendments to this agreement, relating to the shared well shall be allowed unless first approved by the Montana State Department of Environmental Quality, and all of the parties to this agreement.

This agreement shall be binding upon the heirs, personal representative or assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned owner of Tract 1 of COS 4932 has hereunto subscribed his name the day and year first above written.

Signature B. Deschamps

Printed Name: Bryan G. Deschamps

ACKNOWLEDGEMENT  
State of Montana  
County of Missoula

On this 31 day of January, 2007 before me, a notary public for the state of Montana, personally appeared Bryan G. Deschamps, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Bad Beeler  
Notary Public for the State of Montana, Residing at Missoula. My  
Commission Expires 05/27/2010 My printed name is:  
Bad Beeler

IN WITNESS WHEREOF, the undersigned owner of a parcel located in the E1/2 of Section 35, and east of the Mill Creek Road, and north of the ditch, has hereunto subscribed his name the day and year first above written.

Signature Alfred G. Deschamps  
Printed Name: Alfred G. DESCAMPS

ACKNOWLEDGEMENT  
State of Montana  
County of Missoula

On this 31 day of Jan, 2007, before me, a notary public for the state of Montana, personally appeared Alfred G. Deschamps, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Juliana E Ockler  
Notary Public for the State of Montana, residing at  
Frenchtown. My Commission Expires Oct 24, 2010. My printed name is:  
Juliana E Ockler.



JULIANA E. OCKLER  
NOTARY PUBLIC-MONTANA  
Residing at Frenchtown, Montana  
My Comm. Expires Oct. 24, 2010

fred Deschamps  
15400 MILL CK. Rd.  
Frenchtown, Mt.  
59834