

WATER-WELL AGREEMENT

THIS AGREEMENT made this 19th day of May 2005, by and between ROBERT J. MAST and SARAH J. MAST, of 505 Elijah Dr., Libby, Montana 59923, Parties of the First Part, and DAVID R. MAST and JoANN M. MAST, of 451 Elijah Dr., Libby, Montana 59923, Parties of the Second Part, WITNESSETH:

WHEREAS, Parties of the First Part are the owners of certain premises referred to as Parcel No. 1 and described as follows:

The West Half of the Southeast Quarter of the Northeast Quarter, Section 18, Township 29 North Range 30 West, P.M.M. Lincoln County, Montana.

AND WHEREAS, Parties of the Second Part are the owners of property herein referred to as Parcel No. 2 and described as follows:

Lots 5 and 5A of the amended Plat of Lot 5 of Log Home Village Subdivision, according to the plat thereof on file in the office of the Clerk and Recorder of Lincoln County, Montana.

WHEREAS there has been constructed a water supply on Parcel No. 1 above described which supply has been equipped with a storage tank, pump, casing, pipe and other fittings necessary to create a supply of water for domestic use and which storage tank, pump, casing, pipe and fittings heretofore referred to as the water system, in fact and by the intention of the parties, have become affixed to and are a part of the real property;

WHEREAS, all parties are desirous that said water system shall be used for the benefit of both parcels above described;

NOW THEREFORE, in consideration of the mutual benefits arising therefrom and intending to bind the heirs, administrators and assigns of all parties hereto, the parties agree as follows:

1. The Parties of the First Part, their executors, administrators and assigns, shall be the owners of an undivided one-half interest in and to said water system and of the water developed therefrom.

2. The Parties of the Second Part, their executors, administrators and assigns, shall be the owners of an undivided one-half interest in and to said water system and of the water developed therefrom.

3. Parties of the Second Part, their executors, administrators and assigns, shall be the owners of an easement over Parcel No. 1 for a pipe line from the water supply to carry such water to their respective Parcel at the place the same is now located.

4. The parties shall have the right of ingress and egress to repair and maintain the pipe line, and to repair and maintain the water system, provided only that the parties shall not interfere with or disturb the improvements or landscaping on the respective parcels more than necessary.

5. The parties hereto mutually agree to jointly operate and maintain said water system and pay equal shares of the costs of operation and maintenance and of the costs of any repair or alteration to the system necessary or agreed to by the parties to be desirable.

IN WITNESS WHEREOF, all parties have hereunto set their hands the day and year hereinabove written.

Robert J. Mast
Robert J. Mast

David F. Mast
David F. Mast

Sarah J. Mast
Sarah J. Mast

JoAnn M. Mast
JoAnn M. Mast

PARTIES OF THE FIRST PART

PARTIES OF THE SECOND PART

STATE OF MONTANA

County of Lincoln

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} ss

On this 10th day of May, 2005, before me, a notary public in and for said State, personally appeared THURTELL MAST, SARAH L. MAST, DAVID R. MAST, and JOANN M. MAST, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Lawrence F. Spear

Notary Public for State of Montana
Residence at Liberty, MT

My commission expires June 21, 2008