



**2006-004246-0**

Recording Dist: 311 - Palmer  
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**WELL AND UTILITY EASEMENTS**

**FOR**

**HEART HAVEN ESTATES**

*m8u7182*

**AFTER RECORDATION RETURN TO:**

James H. McCollum  
Law Offices of James H. McCollum, LLC  
510 L Street, Suite 540  
Anchorage, Alaska 99501-1959

WELL AND UTILITY EASEMENTS

This Easement Declaration is made and entered into this 13 day of February, 2006, by ELLEN GREEN, whose address is 8471 Foxlair Circle, Anchorage, Alaska 99507-3668, ("Grantor"), and HEARTLAND HOMES, INC., whose address is 5403 N Sandalwood Lane, Palmer, Alaska 99645 ("Grantee").

WITNESSETH

WHEREAS, Grantor is the owner of the following described real property, to-wit:

Tract 1, HEART HAVEN ESTATES PHASE 1 SUBDIVISION, according to the official plat thereof, filed under the Plat Number 2006-9, Serial No. 2006-002643-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.  
("Burdened Property").

WHEREAS, Grantee is the owner of the following described real property, to-wit:

Lots I through 18, Block 1, together with Tracts A through C and Tract A-1, HEART HAVEN ESTATES PHASE 1 SUBDIVISION, according to the official plat thereof, filed under the Plat Number 2006-9, Serial No. 2006-002643-0, records of the Palmer Recording District, Third Judicial District, State of Alaska.  
("Benefited Property").

WHEREAS, the Grantor is desirous of providing for easements for construction, drilling, use and maintenance, repair and replacement of wells and a water system located on the Burdened Property for the benefit of Grantee.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, Grantor grants and conveys to Grantee the following easements appurtenant located on the Burdened Property and shown as Tract 1 on Exhibit A hereto.

1. Water System. "Water System" includes but is not limited to; wells, well houses, pumps, water storage reservoirs, pressure tanks, water lines and pipes, water mains and such appurtenances necessary to the operation of the water system providing water service to the Benefited Property.

2. Wells Easement. An easement for the purpose of drilling, constructing, maintaining repairing and replacing three (3) water wells and the appurtenances thereto located within the circle extending to a thirty (30) feet radius of each well as shown on Exhibit A hereto. Said easement includes the right to construct, maintain, repair and replace Water System.



3. Water line Easement. An easement for the use and purpose of constructing, maintaining, repairing and replacing the Water System, to transport water to the Benefited Property, and to provide service from the wells to the Benefited Property. Said water line easement shall be at reasonable locations within the 'Easement Boundary' area as shown on Exhibit A hereto and shall be forty (40) feet in width, being twenty (20) feet on either side of the water line as constructed, and shall extend on, over, across and underneath said a strip of land from the well sites to the Benefited Property. Except for the Water System buildings and electrical structures, no permanent type of building or structure shall be constructed, placed or permitted upon the water line easement.

4. Electric Utility Easement. An easement for the use and purpose of constructing, maintaining, repairing and replacing electric utility lines and appurtenances to the Benefited Property, to provide an electric service line to and from the wells to the Benefited Property. Said easement shall be at reasonable location, as determined by the electric utility company constructing the electric line and within the 'Easement Boundary' area as shown on Exhibit A hereto. Said electric utility line easement shall be twenty (20) feet in width, being ten (10) feet on either side of the electric service line as constructed, and shall extend on, over, across and underneath said strip of land from the well sites to the Benefited Property. Except for the Water System buildings and electrical structures, no permanent type of building or structure shall be constructed, placed or permitted upon the electric utility line easement.

5. Gas Utility Easement. An easement for the use and purpose of constructing, maintaining, repairing and replacing gas lines and appurtenances to the Benefited Property, to provide a gas service line to and from the wells to the Benefited Property. Said easement shall be at a reasonable location to be determined by the gas utility company constructing the gas line and within the 'Easement Boundary' area as shown on Exhibit A hereto. Said gas utility line easement shall be twenty (20) feet in width, being ten (10) feet on either side of the gas service line as constructed, and shall extend on, over, across and underneath said strip of land from the well sites to the Benefited Property. Except for the Water System buildings and electrical structures, no permanent type of building or structure shall be constructed, placed or permitted upon the gas utility line easement.

6. Access Easement. The Grantee is granted the additional right of ingress and egress over and upon the Burdened Property to maintain, repair and replace the Water System to the Benefited Property, if such is necessary, but in no instance shall such right of ingress and egress extend beyond any reasonable amount of land necessary for such ingress and egress.

7. Management. The management of the Water System shall be vested in the Grantee, who will operate, maintain and pay the costs of operation and maintenance to keep the Water System in working order. This responsibility may be transferred by Grantee to a homeowner's association for the condominium project on the Benefited Property.

8. Use. Each owner of the Benefited Property shall have the right of reasonable use of the Water System which shall not exceed reasonable domestic uses for each residential dwelling unit located on the Benefited Property. Grantee shall not furnish water from the Water System to any other persons, properties or dwellings without prior consent of both parties hereto.



9. Restrictions. Grantor agrees and covenants that said Grantor, its heirs, successors, and assigns will not construct, maintain or suffer to be constructed or maintained upon the said land of the Grantor and within two hundred feet (200) of the wells herein described, so long as the same is operated to furnish potable water for public consumption, any of the following: cesspools; sewers; pressure effluent pipes; building sewers; privies; septic tanks; drainfields; and any other receptacle for the storage, conveyance, treatment or disposal of sewage; manure piles; manure, sewage, and other lagoons; building foundations, garbage of any kind or description; loafing shed; animal feeding stations; barns; chicken houses; rabbit hutches; dog kennels; pigpens; or other enclosures or structures for the keeping or maintenance of fowl, animals; underground storage tanks; hazardous waste sites; storage of liquid or dry chemicals, herbicides, or insecticides; public roads, surface water; railroad tracks; power utility or gas lines (except for utility and gas lines required for the Water System), or known or suspected sources of contamination such as use or application of liquid or dry chemicals, herbicides or insecticides on or around household foundations or any other structural foundations; and fuel storage tanks. No wells shall be drilled within 1,000 feet of known sanitary and abandoned landfills.

10. This agreement and covenants shall run with the land and shall be binding upon all parties hereto, their heirs, successors and assigns, having or acquiring any right, title or interest in the land described herein or any part thereof, as long as said Water System is used for the purpose of furnishing potable water for public consumption.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

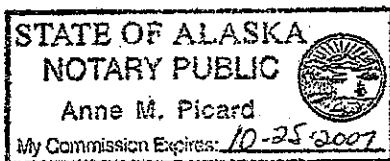
GRANTOR:

Ellen Green  
Ellen Green

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 17<sup>th</sup> day of February, 2006, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared ELLEN GREEN, known to me to be the person who signed the foregoing instrument.

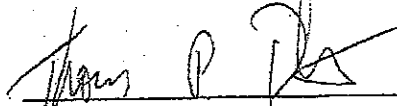
WITNESS my hand and official seal the day and year in this certificate first above written.



Anne M. Picard  
Notary Public in and for Alaska  
My commission expires: 10/25/2007



GRANTEE: HEARTLAND HOMES, INC.



Thomas P. Rolston  
President

STATE OF ALASKA

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ss.

)

THIRD JUDICIAL DISTRICT

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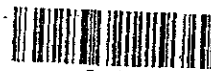
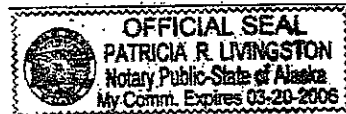
THIS IS TO CERTIFY that on this 20 day of February, 2006 before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **THOMAS P. ROLSTON**, known to me to be the President of **HEARTLAND HOMES, INC.**, and the person who signed the foregoing instrument on behalf of said Corporation.

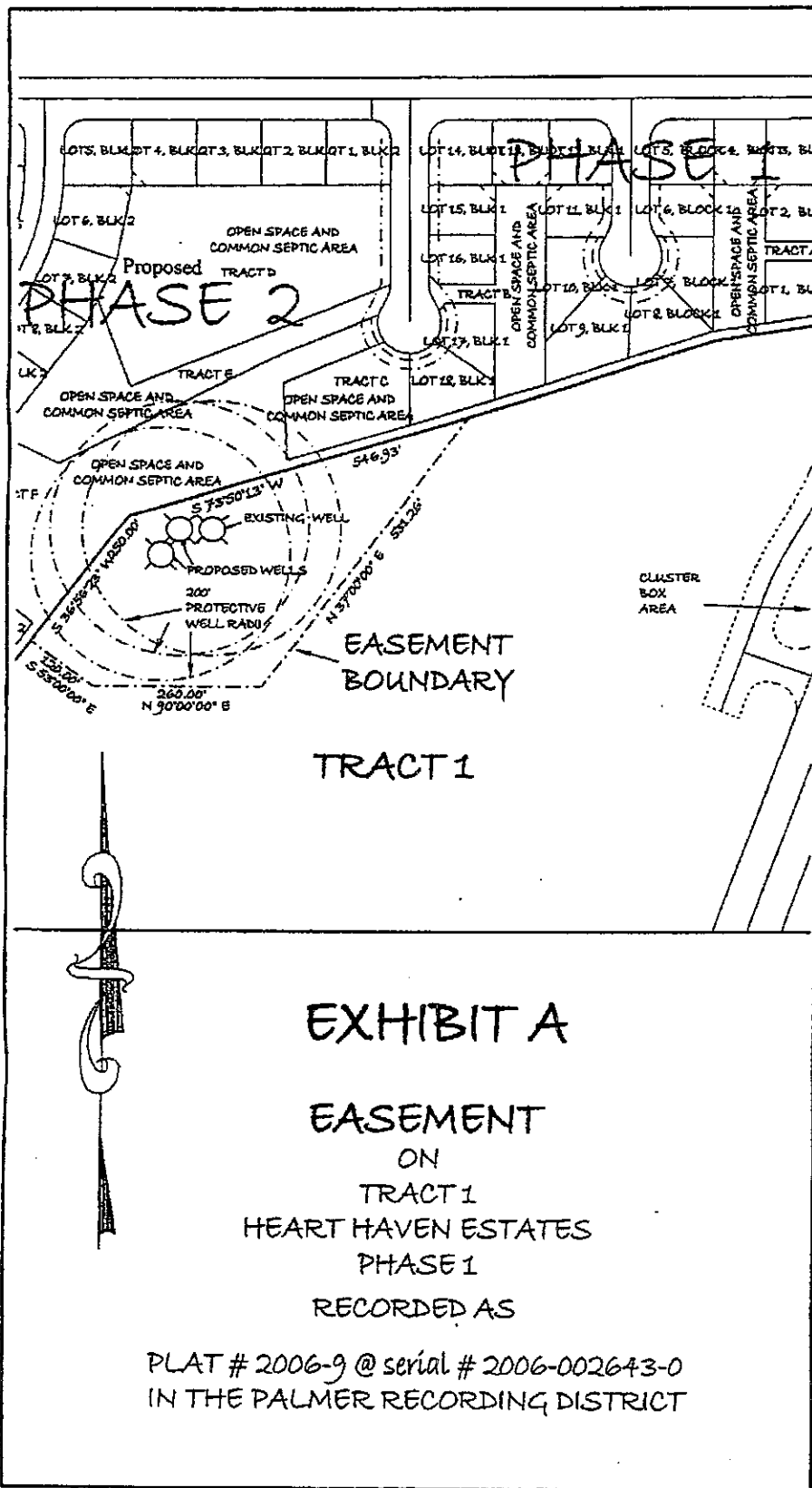
WITNESS my hand and official seal the day and year in this certificate first above written.



Notary Public in and for Alaska

My commission expires:





# EXHIBIT A

EASEMENT  
ON  
TRACT 1  
HEART HAVEN ESTATES  
PHASE 1  
RECORDED AS

PLAT # 2006-9 @ serial # 2006-002643-0  
IN THE PALMER RECORDING DISTRICT

