

WHEN RECORDED MAIL TO:
Mr. William Stack Jr.
W 7680 Stack Road
Coeur d'Alene, Idaho 83814

25462

Presented for recording at the request of **PIONEER TITLE COMPANY**
at 4:25 o'clock P M, this 12 day of MAR 1985

By: Dorothy Kacatur

1003674

ARTICLES OF AGREEMENT

E. of Coeur d'Alene Recorder
Shoshone County, Idaho

Vol. 12

BOOK 336 PAGE 73

Know by men by these presents, that WILLIAM E. STULL, JR.
and ANNE E. STULL, (husband and wife), of Coeur d'Alene,
hereinafter referred to as PARTY OF THE FIRST PART, and GRAEME
D. SMART and SARAH T. SMART, (husband and wife). of
Coeur d'Alene, hereinafter referred to as PARTY OF
THE SECOND PART, for valuable consideration, do hereby enter
into the following agreement.

WITNESSETH:

WHEREAS, THE PARTY OF THE FIRST PART presently owns two
(2) adjacent parcels of land, hereby described in the attached
Exhibits "A" and "B",

WHEREAS, the PARTY OF THE SECOND PART wishes to purchase
the property described on Exhibit "B" from the PARTY OF THE
FIRST PART, and

WHEREAS, there presently exists only one operating well to
supply water to both parcels of property, such well presently
located on the property described in Exhibit "B";

IT IS MUTUALLY AGREED BY the PARTY OF THE FIRST PART and
the PARTY OF THE SECOND PART, that the PARTY OF THE FIRST PART
reserves a right to an individual (one-half) interest in this
existing well, an easement to and from this well, an easement
for utility purposes, and the right to appropriate water
therefrom for the use and benefit on the adjoining premises
described in Exhibit "A".

MAINTENANCE OF WELL

Both parties covenants and agrees that the same will be solely responsible for the repair and maintenance of the water pipes on their own respective lands leading from the well. Both parties further agree to immediately establish one mutual joint bank account between them, whereby each party will be required to deposit TEN DOLLARS (\$10.00) per month until a total of FIVE HUNDRED DOLLARS (\$500.00) exists in said account. This account will be used only to subsidize repairs and maintenance work on the existing well, aside from any repairs and maintenance on their respective pipes. Any repair or maintenance of the well itself aside from the water pipes will be used from this fund and if at any time the fund is depleted TWO HUNDRED FIFTY DOLLARS (\$250.00) or less, then each party will resume depositing TEN DOLLARS (\$10.00) per month until the FIVE HUNDRED DOLLAR (\$500.00) total is attained. Both parties agree to pay one-half of any additional costs of repair or maintenance of such well exceeding FIVE HUNDRED DOLLARS (\$500.00) within five (5) days of demand from the other party.

EASEMENT

By this agreement the PARTY OF THE SECOND PART hereby grants, and conveys an easement to the PARTY OF THE FIRST PART for access to and from the existing well. This easement shall be 15 feet in width, following the present driveway, water pipes and utility lines currently in place running from the Southern border of PARCEL A to the well, and shall include the well and 15 feet surrounding the well. The easement

includes access to the water pipes and utility lines running from the well northward under the present driveway. This easement is for the benefit of and appurtenant to the land, or any portion thereof.

WATER DISPUTES

Both parties agree that if a dispute arises in regards to the amount of water available and used by each party, then a meter shall be placed on the well for the purpose of monitoring the water usage by each party, paid for out of the joint account, and the parties will pay for the cost of electricity on a pro rata share based on water usage or on any other terms agreed upon by the parties.

DATED this 29th day of March, 1985.

William E. Stull Jr.
WILLIAM E. STULL, JR.

Anne E. Stull
ANNE E. STULL

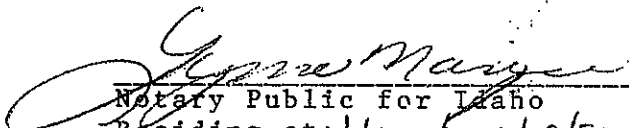
Graeme D. Smart
GRAEME D. SMART

Sarah T. Smart
SARAH T. SMART

STATE OF IDAHO)
) ss.
 County of Kootenai)

On this 29th day of March, 1985, before me, _____,
 the undersigned Notary Public, personally appeared WILLIAM E.
 STULL, JR. and ANNE E. STULL, husband and wife, known to me to
 be the person whose names are subscribed to the foregoing
 instrument and acknowledged to me that they executed the same.

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


 Notary Public for Idaho
 Residing at: Hayden Lake
 Life Commission 6-26-85

STATE OF IDAHO)
) ss.
 County of Kootenai)

On this 29th day of March, 1985, before me, _____,
 the undersigned Notary Public, personally appeared GRAEME D.
 SMART and SARAH T. SMART, husband and wife, known to me to be
 the person whose names are subscribed to the foregoing
 instrument and acknowledged to me that they executed the same.

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

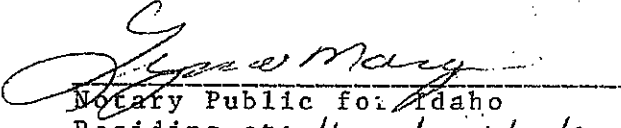

 Notary Public for Idaho
 Residing at: Hayden Lake
 Life Commission 6-26-85

EXHIBIT "A"

A portion of land in the East half of Government Lot 1, Section 30, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, State of Idaho, more specifically described as follows:

Commencing at the Northwest corner of said Section 30; thence North 89°16'23" East, 632.16 feet along the North line of said Section 30; thence South 00°16'14" West, 60.00 feet to the TRUE POINT OF BEGINNING; thence South 00°16'14" West, 758.32 feet; thence North 64°08'23" East, 707.09 feet; thence North 00°02'17" West, 517.94 feet; thence South 89°16'23" West, 364.00 feet along the North line of said Section 30; thence South 76°42'34" West, 275.79 feet along the Southerly right of way line of a County Road known as Stach Road to the TRUE POINT OF BEGINNING.

RESERVING THEREFROM a right of way for road and utility purposes over, under and across a strip of land 20 feet in width, being the West 20 feet of the above described property.

EXHIBIT "B"

A portion of land in Government Lot 1, Section 30, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, State of Idaho, more specifically described as follows:

Commencing at the Northwest corner of said Section 30; thence
North 89°16'23" East, 632.16 feet along the North line of said Section 30; thence
South 00°16'14" West, 818.32 feet to the TRUE POINT OF BEGINNING; thence
North 64°08'32" East, 707.09 feet; thence
South 00°02'17" East, 813.78 feet; thence
South 89°14'55" West, 639.61 feet; thence
North 00°16'14" East, 513.78 feet to the TRUE POINT OF BEGINNING, said property to contain 9.7 acres, more or less.

95-1033

SMITH PIN 50N04W-30-3100

