

WELL DRILLER'S REPORT

Twp. <u>50N</u>	Rge. <u>3W</u>	Sec. <u>33</u>
1/4	1/4	1/4
Lat. <u>46° 14' N</u>	Long. <u>117° 00' W</u>	

1. WELL TAG NO. D0046341
Drilling Permit No: _____
Other IDWR No. _____

2. OWNER HEMMINGSON, JOHN Well Number: 1256
Address 912 S. Riverside Harbor Dr.
City Post Falls State ID Zip 83835

3. LOCATION OF WELL by legal description
sketch map location must agree with written location

	Twp. <u>50N</u> ☒ North or ☐ South
	Rge. <u>3W</u> ☐ East or ☒ West
	Sec. <u>33</u> <u>1/4 SW 1/4 NW 1/4</u>
	Gov't Lot _____ County <u>KOOTENAI</u>
Lat. : : Long. : :	
Address of Well Site <u>Lakeshore Add. Sunnyside</u> City <u>Coeur d'Alene</u>	
(Give at least name of road + Distance to Road or Landmark)	
Lt. _____ Blk. _____ Sub. Name _____	

4. USE:

☒ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation
☐ Thermal ☐ Injection ☐ Other _____

5. TYPE OF WORK check all that apply (Replacement, etc.)

☒ New Well ☐ Modify ☐ Abandonment ☐ Other _____

6. DRILL METHOD

☒ Air Rotary ☐ Cable ☐ Mud Rotary ☐ Other _____

7. SEALING PROCEDURES

SEAL/FILTER PACK		AMOUNT		METHOD
Material	From	To	Backs or Pounds	
BENTONITE	0	18	150 lbs	Poured

Was drive shoe used? ☐ Y ☒ N Shoe Depth(s) RB
Was drive shoe seal tested? ☐ Y ☒ N How? _____

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
6	+2	80	.250	Steel	☒	☐	☒	☐

Length of Headpipe _____ Length of Tailpipe _____

9. PERFORATIONS/SCREENS

☐ Perforations Method _____
☐ Screens Screen Type _____

From	To	Slot Size	Number	Diameter	Material	Casing	Liner

10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

38 ft. below ground Artesian pressure _____ lb.
Depth flow encountered 38 ft. Describe access port or control devices: _____

11. WELL TESTS:

☐ Pump ☐ Bailer ☒ Air ☐ Flowing Artesian

Yield gal./min.	Drawdown	Pumping Level	Time
40+	100	93	3.5 hrs

Water Temp. COLD Bottom Hole Temp COLD

Water Quality test or comments: CLOUDY

Depth first Water encountered 38

12. LITHOLOGIC LOG: (Describe repairs or abandonment)

From	To	Remarks: Lithology, Water Quality, Temperature	Water	
8	0	3 Fill	☐	☒
8	3	8 Broken Basalt	☐	☒
8	8	21 Basalt, Gravel w/ Clay	☐	☒
8	21	38 Broken Basalt w/ Clay Seams @ 38'	☒	☐
8	38	80 Badly Broken Basalt w/ Clay Seams &	☒	☐
6	80	93 Badly Broken Basalt w/ Clay Seams	☐	☒

Completed Depth 93 (Measurable)
Date Started 11/27/2006 Completed 11/28/2006

13. DRILLER'S CERTIFICATION

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Firm Name H2O Well Service, Inc. Firm No. 448
Firm Official John Cantrell Date 11-30-06
and
Supervisor or Operator John Cantrell Date 11/30/06
JR CANTRELL (Sign Once if Firm Official and Operator)



582 West Hayden Avenue • Hayden Lake, Idaho 83835
 (208) 772-4004 Office • (800) 772-4901 Toll Free • (208) 772-4892 Fax • (509) 535-5554

Invoice

Sold To:

HEMINGSON, JOHN
 C/O LAKESIDE HOLDINGS LLC
 1858 N. LAKEWOOD DR. SUITE 303
 Coeur D'Alene, ID 83814

Invoice Number: 0014147-IN

Invoice Date: 12/28/2008

Customer Number: HEM2085

Salesperson: BB

Tax Schedule: ID KT

Phone Number: (208) 755-2886

14184

3000gal Resv./Pump System

Customer P.O.	F.O.B.	Ship VIA	Terms	DUE ON RECEIPT		
Item Number	Unit	Quantity	Price	Disc %	Amount	
16GR10S0607200	Grundfos pump 10gpm 3/4hp SOE <i>✓</i>	EACH	1.00	1,041.00	0.00	1,041.00
	Pump# B/S P10544 983874	Motor# P10544 98511010				
13GRWARRANTY	Grundfos 5yr Warranty 1/3-11/2	EACH	1.00	85.00	0.00	85.00
12GO10GS07412L	Grundfos pump 10 gpm 3/4 hp <i>Well</i>	EACH	1.00	820.00	0.00	820.00
	Pump# E0629065	Motor# 08C14-27-1801				
13GOSURANCE	Grundfos insurance 1/2-11/2 hp	EACH	1.00	50.00	0.00	50.00
25CLRHOSE1	1" Clear Braided Hose	FOOT	25.00	1.84	0.00	46.00
23PLY2001	Poly pipe ci 200 1"	FOOT	100.00	0.98	0.00	98.00
34FC844	Ford 1" Poly x M Adaptor	EACH	1.00	22.75	0.00	22.75
34FC1644	Ford 1" Poly x Fp	EACH	1.00	19.83	0.00	19.83
34F0811	1" Ford ballvalve	EACH	2.00	2.38	0.00	4.76
52SV1	1" Stop Valve Brz	EACH	1.00	80.49	0.00	80.49
31GB21	Galv 2x1" Bushing	EACH	4.00	8.09	0.00	32.36
31GBE901	Galv 1" 90° Street Elbow	EACH	6.00	4.84	0.00	29.04
31GE901	Galv elbow 90° 1"	EACH	3.00	3.73	0.00	11.19
32GN16	Galv Nipple 1"x6"	EACH	2.00	2.51	0.00	5.02
32GN112	Galv Nipple 1" x 12"	EACH	1.00	4.38	0.00	4.38
32GN14	Galv Nipple 1"x4"	EACH	2.00	1.73	0.00	3.46
32GN13	Galv Nipple 1" x 3"	EACH	1.00	1.47	0.00	1.47
31GT1	Galv 1" Tee	EACH	1.00	5.88	0.00	5.88
31GB1141	Galv 11/4x1" Bushing	EACH	2.00	5.13	0.00	10.26
31GB134	Galv bushing 1" x 3/4"	EACH	1.00	3.80	0.00	3.80

Continued

12-28-08

RECORDING REQUESTED BY:

EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into on the dates set forth below by and between JOHN HEMMINGSON, an unmarried man, of 912 S. Riverside Harbor Drive, Post Falls, Idaho 83854 (hereafter referred to as "Hemmingson"), on the one hand, and ROBERT E. HARTZ and BETTY GAYE HARTZ, husband and wife, of 3925 Appian Court, Coeur d'Alene, Idaho 83814 (hereafter collectively referred to as "Hartz") on the other hand.

RECITALS:

WHEREAS, the parties hereto acknowledge the following:

(A) Hemmingson owns certain real property in Kootenai County, Idaho lying West of and adjacent to Coeur d'Alene Lake Drive and East of and adjacent to Lake Coeur d'Alene. Said property consists of Lots 28 and 29 of Lakeshore Addition to Sunnyside, Kootenai County, Idaho. This property is referred to herein as "the Hemmingson waterfront property." The Hemmingson waterfront property is also referred to herein and in certain documents described or referred to in this Agreement as "the lower Hemmingson property." The terms "the lower Hemmingson property" and "the Hemmingson waterfront property" shall be synonymous for purposes of this Agreement.

(B) The parties previously executed a certain Agreement recorded as Kootenai County Instrument No. 2071052000 on December 7, 2006. In said Agreement, the parties mistakenly referred to the lower Hemmingson property and/or the Hemmingson waterfront property as consisting of Lots 29 and 30 of Lakeshore Addition to Sunnyside, Kootenai County, Idaho. Through this Agreement, which, as described below, supersedes the Agreement recorded as Kootenai County Instrument No. 2071052000, the parties acknowledge that "the lower Hemmingson property" and "the Hemmingson waterfront property" (which are labels used previously for the same property) refer to Lots 28 and 29 of said Lakeshore Addition and not Lots 29 and 30 of said Lakeshore Addition. By mutual agreement, the terms of Instrument No. 2071052000 are amended accordingly.

(C) Hartz owns certain real property in Kootenai County, Idaho which is contiguous to the Hemmingson waterfront property. The Hartz property lies West of and adjacent to Coeur d'Alene Lake Drive and East of and adjacent to Lake Coeur d'Alene. The Hartz property is described more

fully on Exhibit A hereto, which description is incorporated herein as though set forth in full. Said property is referred to herein as "the Hartz property."

(D) Hemmingson owns additional property, separate and distinct from the Hemmingson waterfront property, which is also in Kootenai County, Idaho, and which generally lies East of the Hemmingson waterfront property and the Hartz property. This property is described more fully on Exhibit B hereto, which description is incorporated herein as though set forth in full. Said property is referred to herein as "the upper Hemmingson property."

(E) Pursuant to Kootenai County Instrument No. 1494503, recorded June 19, 1997, the Idaho Transportation Department (ITD), which maintains the right-of-way known as Coeur d'Alene Lake Drive, granted Hartz an encroachment permit authorizing Hartz to place underground pipelines in the Coeur d'Alene Lake Drive right-of-way for the purpose of accessing the upper Hemmingson property for domestic water and septic purposes. This easement is referred to herein as "the ITD easement."

(F) Hartz further obtained an easement on the upper Hemmingson property authorizing Hartz to utilize drainfield easement area "C" as depicted on the "Construction Plans for Septic System and Drainfield" prepared by Meckel Engineering and attached as Exhibit C to Kootenai County Instrument No. 2071052000. This easement is referred to herein as "the Hartz septic easement." The drainfield authorized by the Hartz septic easement utilizes the underground piping authorized and constructed by and pursuant to the ITD easement.

(G) Hartz further maintains a well on the upper Hemmingson property. The well is maintained pursuant to the terms of a certain Agreement recorded as Kootenai County Instrument No. 1970389. Said easement is referred to herein as "the Hartz well easement." The Hartz well easement provides water to the Hartz property through the same underground piping extending through and under the Coeur d'Alene Lake Drive right-of-way as is authorized by the ITD easement (Instrument No. 1494503).

(H) On December 7, 2005, the parties hereto (Hemmingson and Hartz) caused to be recorded as Kootenai County Instrument No. 2071052000 a certain Agreement whereby they committed to modify certain of their respective easement rights, as described in said Agreement and as referred to herein, subject to the fulfillment of certain stated conditions. Those subsequent conditions having been fulfilled and completed, and the work associated with the same having been completed, the parties now wish to execute this Agreement and to record the same as the final memorialization of their rights and relations, with respect to their subject properties, as preliminarily agreed to in Kootenai County Instrument No. 2071052000.

WITNESSETH:

NOW, THEREFORE, for and in receipt of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

WELL EASEMENT

(1) The parties agreed, through Instrument No. 2071052000, to allow, under certain stated conditions, for Hemmingson's replacement of the existing Hartz well as described in said Agreement and the Hartz well easement. This well was connected to the Hartz property through the utilization of the underground piping which extends under the Coeur d'Alene Lake Drive right-of-way as is authorized by the ITD easement. Hemmingson was given the right, under Agreement No. 2071053000 to replace the Hartz well, either through the satisfactory location and drilling of a replacement well on the lower Hemmingson property or through the installation and construction of a domestic lake water system. Hemmingson has completed the satisfactory drilling of the well, on the lower Hemmingson property, in lieu of the establishment of a domestic lake water system, and the parties desire hereto to memorialize Hartz's rights, as an appurtenance to the Hartz property, in and to said replacement well.

(2) The "easement premises" for purposes of the well easement benefitting Hartz, as described herein, is defined on Exhibit C hereto, and is incorporated herein. Said well easement is visually depicted on Exhibit D hereto, which is incorporated herein.

(3) Hemmingson, for himself, his assigns, heirs, and his successors, hereby grants and conveys to Hartz, and their assigns, heirs, and successors, for the use and benefit of Hartz and for the use and benefit of any future owner of the Hartz property, and their heirs, permittees, assigns, and successors, a perpetual easement for the maintenance of a domestic well on the easement premises.

(4) The use of the easement premises, as defined herein, for the purposes of a domestic well, must comply with all applicable rules and regulations imposed by the Idaho Department of Water Resources, Kootenai County, in the State of Idaho.

(5) The easement herein granted shall run against Lot 28 (a portion of the Hemmingson waterfront property) as the servient tenement for the benefit of and an appurtenance to the Hartz property as the dominant tenement.

(6) All provisions of this instrument, including the benefits and burdens, run with the Hartz property and Hemmingson's Lot 28, as described herein, and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.

(7) Hartz, individually and on behalf of their successors, heirs, and assigns in and to the Hartz property, hereby release any and all rights maintained as to or in the nature of a well easement, on the upper Hemmingson property, pursuant to Kootenai County Instrument No. 1970389. This release and modification to Hartz's rights under said Instrument (No. 1970389) shall not operate as a release of any non-well easement rights enjoyed by Hartz under said Instrument, including but not limited to Hartz's drainfield easement rights as described in Paragraph 1 thereof. It shall, however, constitute a release of Hartz's rights under Paragraphs 2 and 3 of said Instrument.

(8) The easement granted hereunder shall include the right, on the part of Hartz, as the owner of the benefitted parcel, as well as Hartz's successors, heirs, and assigns, to access and make such repairs or modifications as may be necessary, within the specific area of the easement premises, provided Hartz returns the area encompassed therein to its original condition prior to making any such modifications or repairs.

SEWER LINE EASEMENT

(1) The "easement premises" for purposes of this grant of easement, which is separate and distinct from the well easement described above, are described in Exhibit E hereto, which is incorporated herein by this reference, and depicted on Exhibit F hereto, which is also incorporated herein by this reference.

(2) Hartz, for themselves, their assigns, their successors, and their heirs, hereby grant and convey to Hemmingson, for the benefit of the Hemmingson waterfront property, as that phrase is defined herein, and for Hemmingson's heirs, successors, and assigns therein, a perpetual easement for the maintenance of a sewer line over and across that area described in Exhibit E and depicted in Exhibit F (the easement premises).

(3) The use of the easement premises, as that phrase is defined in the context of this easement, for the purposes of a sewer line, must comply with all applicable rules and regulations imposed by Panhandle Health District, the Department of Environmental Quality, Kootenai County, and the State of Idaho.

(4) The easement herein granted shall run with the Hemmingson waterfront property, as that phrase is defined herein, as the dominant tenement, and as an appurtenance to the Hartz property, as that phrase is defined herein, as the servient tenement.

(5) All provisions of this easement grant, including the benefits and burdens, run with the Hartz and Hemmingson waterfront properties, as those phrases are defined herein, and are binding upon and inure to the heirs, assigns, and successors of the parties hereto.

(6) The easement rights granted hereunder, with respect to said sewer line, shall include the right to repair and maintain the same provided that any repair or maintenance is undertaken in a manner so as to restore the easement premises to their original pre-repair condition at the expense of the party benefitted by the easement.

SHARING AGREEMENT/ASSIGNMENT/EASEMENT **RE: HARTZ RIGHTS UNDER ITD EASEMENT**

(1) Reference is made to the ITD easement and the rights enjoyed by Hartz thereunder (recorded as Kootenai County Instrument No. 1494503).

(2) Hartz agrees, and hereby does, assign, convey, and transfer unto Hemmingson, for the benefit of the Hemmingson waterfront property (as that phrase is defined herein), the non-exclusive and mutual right to utilize Hartz's improvements, installed pursuant to the ITD easement, for the purposes set forth below. The purposes for which Hemmingson, and his heirs, successors, and assigns in and to the Hemmingson waterfront property (as that phrase is defined herein) may use the improvements caused to be constructed by Hartz pursuant to the ITD easement include the transmission of domestic waste water and septic discharge from the Hemmingson waterfront property to the upper Hemmingson property (as that phrase is defined herein), for drainfield disposition on such sites as may have been or may be established for the benefit of the Hemmingson waterfront property.

(3) The rights described in the preceding Section (2), to the extent that the same constitute easement rights, shall run with the Hartz property, as the servient tenement, for the benefit of and an appurtenance to the Hemmingson waterfront property, as the dominant tenement.

(4) All provisions of this grant and agreement, as described herein, are binding upon and inure to the heirs, assigns, and successors of the parties hereto.

(5) Neither party hereto (being the owner of the Hemmingson waterfront property or the Hartz property) shall utilize the shared rights under the ITD easement, as provided herein, in a manner so as to prejudice, impair, or harm the rights of the other. Any damage caused by either benefitted party hereto to the other party's rights or improvements as allowed by said ITD easement shall be repaired by the party causing the damage at his or her cost.

MISCELLANEOUS PROVISIONS

(1) All rights and obligations under this Agreement shall constitute appurtenances to and benefits for the respective parties described with specificity above, and shall run with and bind the parties' successors, heirs, and assigns.

(2) All parties' rights and obligations under this Agreement may be specifically enforced. Venue shall lie in the First Judicial District. The prevailing party in any action brought to enforce any right or obligation arising hereunder shall be entitled to recover his or her reasonable attorney fees and costs in addition to any other relief awarded by the Court.

(3) All items of personal property associated with the domestic well described herein as benefitting the Hartz property, including any permits associated or related therewith, shall be the personal property of Hartz and Hartz's heirs, successors, and assigns. Said improvements shall include the well and all equipment, pumps, and housing heretofore installed by Hemmingson as part of said well.

(4) The parties' Agreement previously recorded as Kootenai County Instrument No. 2071052000 shall be deemed to have merged into this Agreement and the parties hereto specifically

waive any timeliness issues arising as to the tender of their respective performance in accordance with the terms of said Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

DATED: _____

JOHN HEMMINGSON

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

On this ____ day of March, 2008, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared **JOHN HEMMINGSON**, whose name is subscribed to the within instrument and who acknowledged that he executed the same.

WITNESS my hand and official seal.

Notary Public in and for the
State of Idaho
Residing at: _____
My commission expires: _____

DATED: _____

ROBERT E. HARTZ

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

On this ____ day of March, 2008, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared **ROBERT E. HARTZ**, and whose name is subscribed to the within instrument and who acknowledged that he executed the same.

WITNESS my hand and official seal.

Notary Public in and for the
State of Idaho
Residing at: _____
My commission expires: _____

DATED: _____

BETTY GAYE HARTZ

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

On this ____ day of March, 2008, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared **BETTY GAYE HARTZ**, and whose name is subscribed to the within instrument and who acknowledged that she executed the same.

WITNESS my hand and official seal.

Notary Public in and for the
State of Idaho
Residing at: _____
My commission expires: _____

HEMMINGSON EASEMENT AGREE.wpd

1494503

Property Description
FOR ROBERT HARTZ

A parcel of land in the Plat of Lakeshore Addition to Sunnyside, Book C, Page 64, Records of Kootenai County, in Section 33, Township 50 North, Range 3 West, B.M., Kootenai County, Idaho, as shown on a survey performed by Robert Nobis, P.L.S. S-687, in March 1981 for Dr. Wm. T. Wood, more particularly described as follows:

Beginning at a concrete highway monument, r.p.s. 55+08.9, 60 foot r.w., said monument being on the westerly right-of-way line of U.S. Highway 10, Federal Aid Project 47(2) and lying Northerly, 64.95 feet along a spiral curve from pc station 55+73.3, said monument also being the True Point of Beginning for this description;

Thence Southerly, along said westerly right-of-way line and said spiral curve, 11.15 feet;

Thence leaving said westerly right-of-way line and said spiral curve, S 79°58' W, 210.0 feet to a point on the easterly shoreline of Lake Coeur d' Alene;

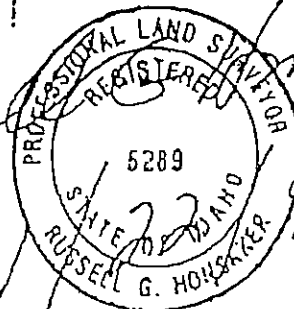
Thence Northerly, along the said shoreline, 155 feet, more or less, to a point that lies N 62°48' W, 237.3 feet from the True Point of Beginning;

Thence leaving said shoreline, N 79°58' E, 240.22 feet to the said Westerly right-of-way line of U.S. Highway 10;

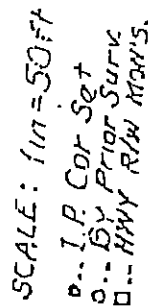
Thence S 09°37'30" W, along the said Westerly right-of-way line, 152.4 feet, more or less to the True Point of Beginning,

Said description numbered as Lot 28 and the South 55 feet of Lot 27 on the said Nobis survey of March, 1981, which equates to Lot 27 and the south 55 feet of Lot 26 as numbered on the ITD plans of said U.S. Highway 10, Federal aid Project 47(2) and which equates to Lot 27 and the South 55 feet of Lot 26 as numbered on the Kootenai County Assessor's map with respect to the right-of-way stationing.

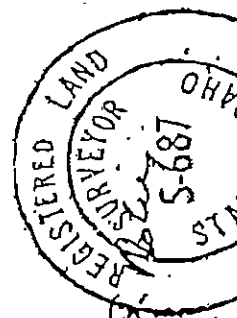
EXHIBIT "A"



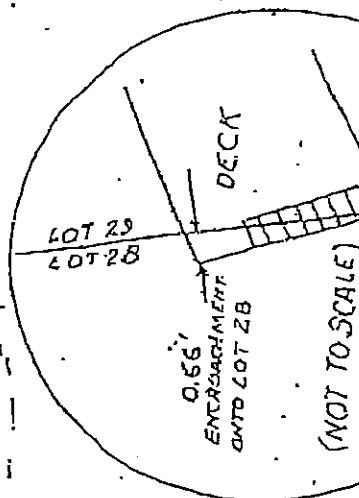
10.01.1994 12:31 JIM & DEBORAH'S REFUGEE OFF 2006 06/19/94



NORTH



Robert S.
5/16/81



PROPERTY SURVEY
Lots 28, 29, 30 & 555' LOT 27
Lakeshore Add'n to Sunnyside
in Sec 33, T50N, R3W, B.M.
Kootenai County, Ida.

Mr. Robert Hartz
DR. WALTER WOOD-
COFFEE D'ALENE, IDA.

118219

1970388

WARRANTY DEED

FOR VALUE RECEIVED, ROBERT E. HARTZ and BETTY GAYE HARTZ, husband and wife, Grantors, do hereby grant, bargain, sell and convey unto JOHN J. HEMMINGSON, an unmarried person, Grantee, whose address is 912 S. Riverside Harbor Dr., Post Falls, ID 83854 the following described premises, in Kootenai County, Idaho, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO AND RESERVING unto the Grantors an easement for the maintenance of a sewer line and drainfield over, under, and across that certain area designated as DRAINFIELD EASEMENT "C" shown on that certain Record of Survey recorded September 16, 1997, as Instrument #1505419 in Book 19, Page 87, records of Kootenai County, Idaho, and

SUBJECT TO AND RESERVING unto the Grantors an easement for the use and maintenance of an existing water well and a water line running from the well in a Westerly direction to the West boundary of the subject property.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that they are free from all encumbrances except easements and rights of way of view, and covenants, conditions and restrictions of record and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 5 day of August, 2005.

Robert E. Hartz
ROBERT E. HARTZ

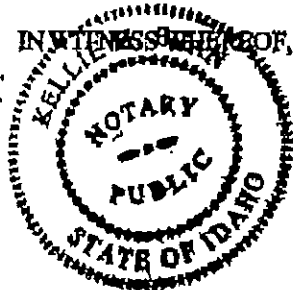
Betty Gaye Hartz
BETTY GAYE HARTZ

STATE OF IDAHO

County of Kootenai

On this 5 day of August, 2005, before me, the undersigned Notary Public, personally appeared ROBERT E. HARTZ and BETTY GAYE HARTZ, husband and wife, known or identified to me to be the persons 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 affixed my official seal the day and year first above written.



Kelli M. Smith
Notary Public for Idaho

Residing at: Post Falls

My Commission expires: 11/12/05

EXHIBIT "B"

1970388

**Schedule A
COMMITMENT**

Pioneer Title Company of Kootenai County
100 Wallace Avenue
Coeur d'Alene, ID 83814
(208) 664-8254/Fax (208) 664-9479
Title Officer: Matt Carey
Escrow Officer: Kelli Ngan

Order No. 118219

EXHIBIT A

A portion of Tracts 40 and 50 in LAKESHORE ADDITION TO SUNNYSIDE, being a part of Government Lot 2, in Section 33, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, BEGINNING at a point 2533 feet West of the East Quarter corner of said Section 33 on West side of Boy Scout Road; thence

North 21° East, 210 feet to the PLACE OF BEGINNING for this tract; thence

North 20°45' West, 45 feet along West side of Old Road to fence post; thence

North 18°45' West, 120 feet; thence

North 21°40' West, 293 feet; thence

North 44°40' West, 98 feet to point on the East line of No. 10 Highway right of way marked by a ½ inch pipe; thence

Northerly along East right of way of new No. 10 Highway, 516 feet, more or less, to South side of creek; thence

Easterly along South side of said creek, 250 feet, more or less, to West side of Old No. 10 Highway right of way; thence

Southerly along West side of Old No. 10 Highway right of way to intersection of Boy Scout Road; thence

Westerly along Boy Scout Road to PLACE OF BEGINNING.

EXCEPT a portion of Tract 40 in LAKESHORE ADDITION TO SUNNYSIDE, Kootenai County, Idaho, BEGINNING at the Northeast corner of Lot 10 of Jarvis Tract, Kootenai County, Idaho; thence

South 18°45' East, 137.4 feet along the Easterly line of Lots 10 and 9 of said Jarvis Tract to a point; thence

South 19°05' East, 45 feet along the Easterly line of said Lot 9 to a point on the Westerly line of Old Boy Scout Road; thence

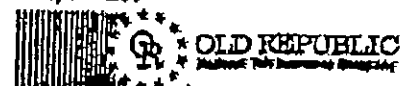
North 22°39' East, 82.6 feet along the Westerly line of the Old Boy Scout Road to the point of intersection of the Westerly line of said Scout Road with the Westerly line of Old U.S. Highway No. 10; thence

North 2°35' West, 147.5 feet along the Westerly line of Old U.S. Highway No. 10 to a point; thence

South 82°08' West, 100 feet to a point on the Easterly line of Lot A of said Jarvis Tract; thence

ALTA Commitment Form

Schedule A page 1 of 2 pages



OHT Form 0120

1970388

**Schedule A
COMMITMENT**

Pioneer Title Company of Kootenai County
100 Wallace Avenue
Coeur d'Alene, ID 83814
(208) 664-8254/Fax (208) 664-9479
Title Officer: Matt Carey
Escrow Officer: Kelli Egan

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF _____

PIONEER TITLE CO.

2005 AUG - 5 PM 3:50

DANIEL J. ENGLISH *DNW*

DEPUTY *9.*

FEES _____

Order No. 118219

South 21°50' East, 40.5 feet along the Easterly line of said Lot A to the POINT OF BEGINNING.



Engineering & Surveying

MECKEL ENGINEERING & SURVEYING
3906 N. Schreiber Way
Coeur d'Alene, ID 83815
Office 208-667-4638 • Fax 208-664-3347
www.meckel.com



January 30, 2008

Sec. 33, T50N, R3W 1/30/08

**DOMESTIC WELL
LEGAL DESCRIPTION**

A parcel of land, for domestic well purposes, located within Lot 28, Lakeshore Addition to Sunnyside, Section 33, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho filed in Book C, at Page 64 of Plats; more particularly described as follows:

Commencing at the Northeasterly corner of said Lot 28 witnessed by an existing iron rod which bears South 79°58'00" West, 2.15 feet;

thence South 79°58'00" West, 119.38 feet along the northerly line of said Lot 28 to the Point of Beginning;

thence South 10°02'00" East, 33.87 feet;

thence South 79°58'00" West, 43.59 feet;

thence North 10°02'00" West, 33.87 feet to said northerly line;

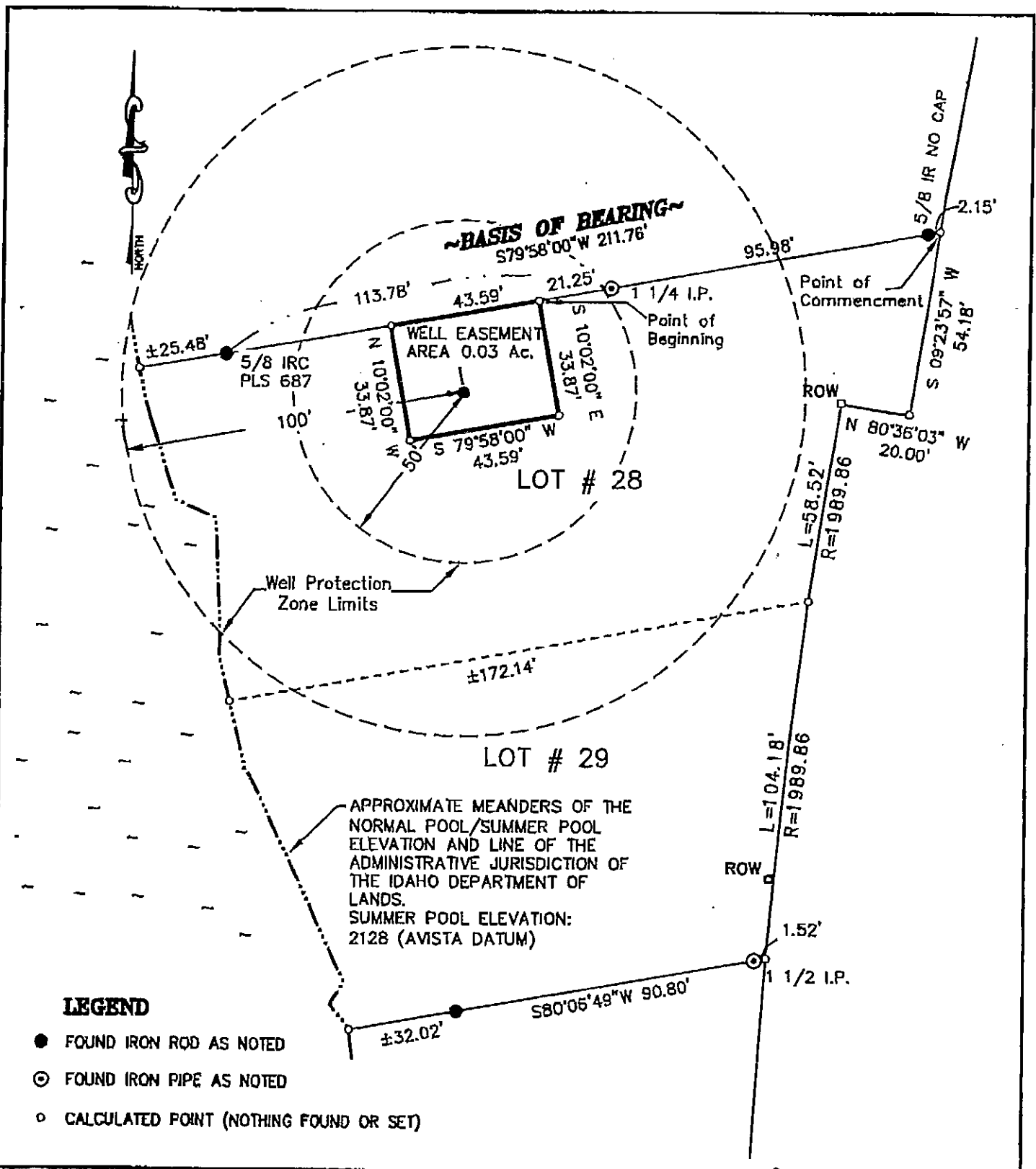
thence North 79°58'00" East, 43.59 feet along said northerly line to the Point of Beginning.

Containing 0.03 acres of land more or less.

SUBJECT TO:

Any existing easements, covenants, conditions, rights, reservations, restrictions, or encumbrances of record or in view.

EXHIBIT C



LEGAL DESCRIPTION EXHIBIT "D"

A PARCEL OF LAND LOCATED WITHIN LOT 28, LAKE SHORE ADDITION TO SUNNYSIDE, SECTION 33, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



**MECKEL ENGINEERING
& SURVEYING**

3906 N. SCHNEIDER WAY, COEUR D'ALENE, IDAHO 83815 (208)687-4611 Fax: (208)684-3347

SCALE: 1" = 40'

DATE: JAN. 30, 2008

REVISED:

DRAWN BY: DBO

CHECKED BY: DBO

CROW: ASH: DRB

JOB NO.: HEM06028

DWG: Well Easement exhibit

SHEET: 1 OF 1



Engineering & Surveying

MECKEL ENGINEERING & SURVEYING
3906 N. Schreiber Way
Coeur d'Alene, ID 83815
Office 208-667-4638 • Fax 208-664-3347
www.meckel.com



February 13, 2008

Sec. 33, T50N, R3W

**SANITARY SEWER LINE EASEMENT
LEGAL DESCRIPTION**

A parcel of land for sanitary sewer line easement purposes located within Lots 26 and 27 of Lake Shore Addition to Sunnyside, Section 33, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho filed in Book C, at Page 64 of Plats; more particularly described as follows:

Commencing at Federal Aid Project Number 47(3) highway right of way Station 51+50, 100 feet left, monumented with a 6 inch x 6 inch concrete monument and a 3 1/4 inch diameter brass cap marked State of Idaho Department of Public Works Boundary State Right of Way R.P. P.O.C. 51+50, 100 feet from which said Federal Aid Project Number Right of Way Station 55+73.3, 80 feet right, monumented with a 6 inch x 6 inch concrete post and a 3 1/4 inch diameter brass cap marked State of Idaho Department of Public Works Boundary State Right of Way R.P. P.O.C., 55+73.3, bears, South 32°04'51" West, 463.09 feet;

thence South 46°33'41" West, 262.33 feet to the Point of Beginning monumented with a 1/2 inch diameter iron rod, 24 inches long, with a plastic cap marked PLS 6374 on the easterly line of said highway right of way;

thence South 09°23'57" West, 164.29 feet along said right of way line to a 1/2 inch diameter iron rod, 24 inches long, with a plastic cap marked PLS 6374 on the southerly line of said Lot 27;

thence South 79°58'00" West, 59.72 feet along the southerly line of said Lot 27 to a 1/2 inch diameter iron rod, 24 inches long, with a plastic cap marked PLS 6374;

thence North 19°05'05" East, 33.65 feet to a 1/2 inch diameter iron rod, 24 inches long, with a plastic cap marked PLS 6374;

thence North 83°16'48" East, 29.35 feet to a 1/2 inch diameter iron rod, 24 inches long, with a plastic cap marked PLS 6374;

thence North 08°16'07" East, 133.99 feet to a 1/2 inch diameter iron rod, 24 inches long, with a plastic cap marked PLS 6374 on the northerly line of the south 55 feet of said Lot 26;

thence North 79°56'31" East, 26.63 feet along said northerly line to the Point of Beginning.

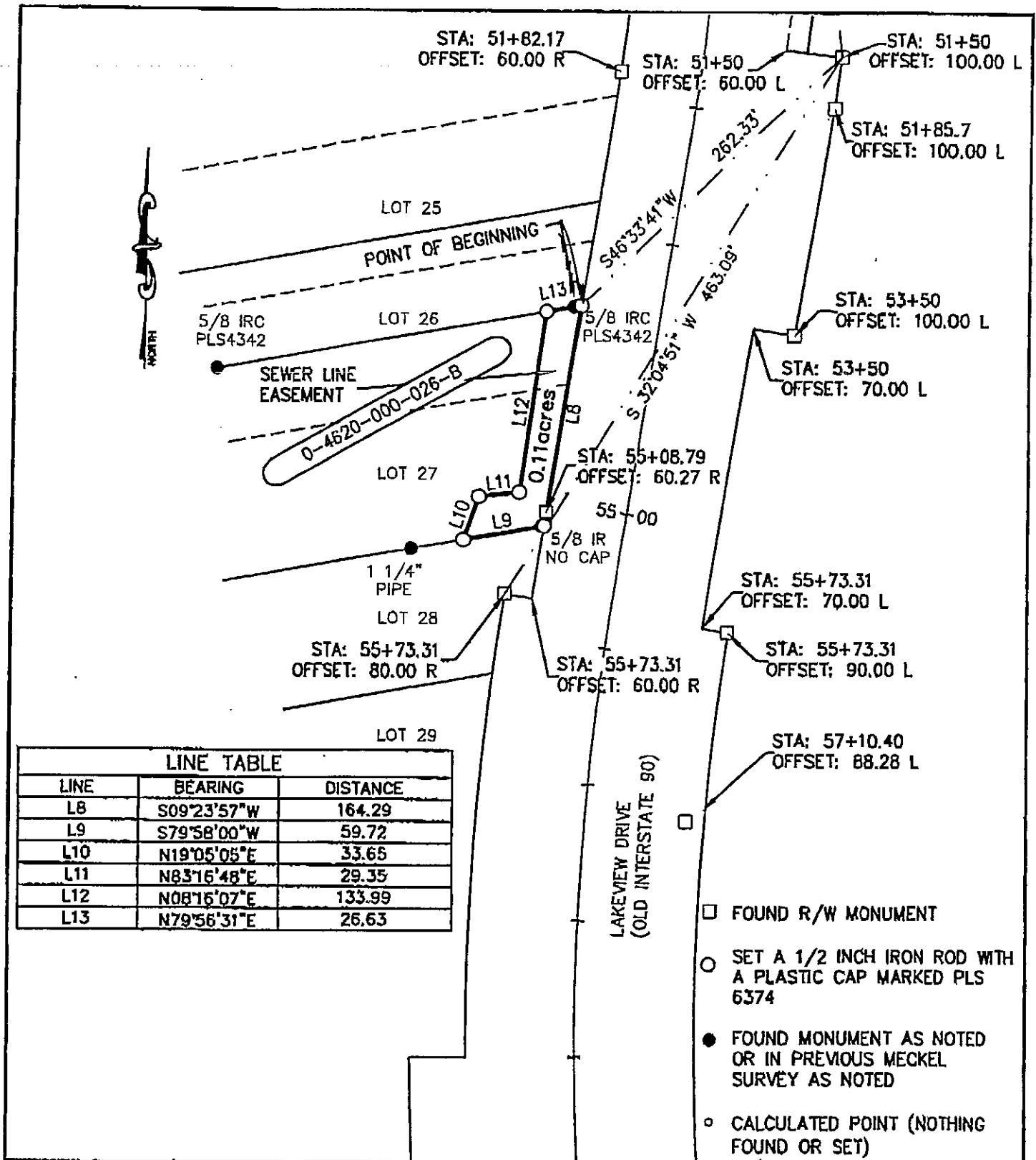
Containing 0.11 acres more or less.

SUBJECT TO:

Any existing easements, covenants, conditions, rights, reservations, restrictions, or encumbrances of record or in view.

EXHIBIT E

W:\Projects\06\HEM06028\Legal\SewerLineEasement Rev.doc



LEGAL DESCRIPTION EXHIBIT "F"

A PARCEL OF LAND LOCATED WITHIN LOTS 26 AND 27, LAKE SHORE ADDITION TO SUNNYSIDE, SECTION 33, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



**MECKEL ENGINEERING
& SURVEYING**

3906 N. SCHWABER DR., CELINA, IDAHO, 83415 (208) 667-4638 fax: (208) 664-3347

SCALE: 1" = 100'

DATE: FEB. 13, 2008

REVISED:

DRAWN BY: DBO

CHECKED BY: DBO

CREW: ASH; DRB

JOB NO.: MEM06028

DWG: MEM06028 EX 1

SHEET: 1 OF 1