

1283324

OCT 18 2010

IDWR/NORTHERN

STATE OF IDAHO }
COUNTY OF KOOTENAI } SS
AT THE REQUEST OF _____
KOOTENAI COUNTY TITLE CO.
Nov 13 11 09 AM '92

AGREEMENT FOR USE AND MAINTENANCE OF WELL

THIS AGREEMENT, made and entered into this 17th day of Nov 1992 by and between RALPH E. JENNINGS, a single man, hereafter referred to as "JENNINGS" and AL McCOY and BETTY McCOY, (ELIZABETH L.) husband and wife, hereafter referred to as "McCOYS".

WHEREAS, JENNINGS is the legal owner of certain real property situate in Kootenai County, Idaho, the description of which is attached hereto and labeled as Parcel A and expressly incorporated herein by reference, which property shall hereinafter be referred to as Parcel A, and

WHEREAS, McCOYS are the legal owners of certain real property in Kootenai County, Idaho, the description of which is attached hereto and labeled as Parcel B and expressly incorporated herein by reference, which property shall hereinafter be referred to as Parcel B, and

WHEREAS, there is on Parcel A a well used both by JENNINGS, as owner of Parcel A and by McCOYS, as owners of Parcel B, and

WHEREAS, the parties hereto desire to enter into an agreement for the use and maintenance of said well.

NOW THEREFOR, in consideration of the mutual covenants herein contained, it is hereby agreed as follows:

1. JENNINGS agrees to furnish water to McCOYS to be used by McCOYS on the land particularly described above from the well located on the above described property owned

by JENNINGS; provided, said agreement to furnish water is subject to the right of JENNINGS to share equally in water use and the obligation of McCOY to share equally in maintenance cost of the well, as hereafter provided.

2. The water shall be supplied through the existing water line location to the dominant estate and all parties shall share equally in water use and maintenance costs of the well.

3. In the event of breach of any of the conditions or covenants contained herein, this agreement and the rights granted herein shall terminate if after notice in writing having been given by the one party to the other party in breach, thirty (30) days elapse without said breach or default being remedied.

4. The rights and encumbrances herein created and received shall be appurtenant to and a part of the parcels of realty hereby affected, and the agreement, covenants and conditions herein are deemed to be "covenants running with land", and the heirs, transferees, and assignees and devisees of the parties hereto shall be bound fully by virtue of their ownership of said property.

Al McCoy
Al McCoy

Ralph E. Jennings
Ralph E. Jennings

Betty McCoy (Elizabeth L. McCoy)
Betty McCoy

1283324

STATE OF WASHINGTON)
) ss.
County of)

I certify that I know or have satisfactory evidence that AL McCOY and BETTY McCOY, husband and wife, are the persons who appeared before me, and said persons acknowledges that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 11-13-92

Thomas F. Anderson
Notary Public in and for the State
of Washington, residing at
Richland.

My appointment expires: 4-13-93

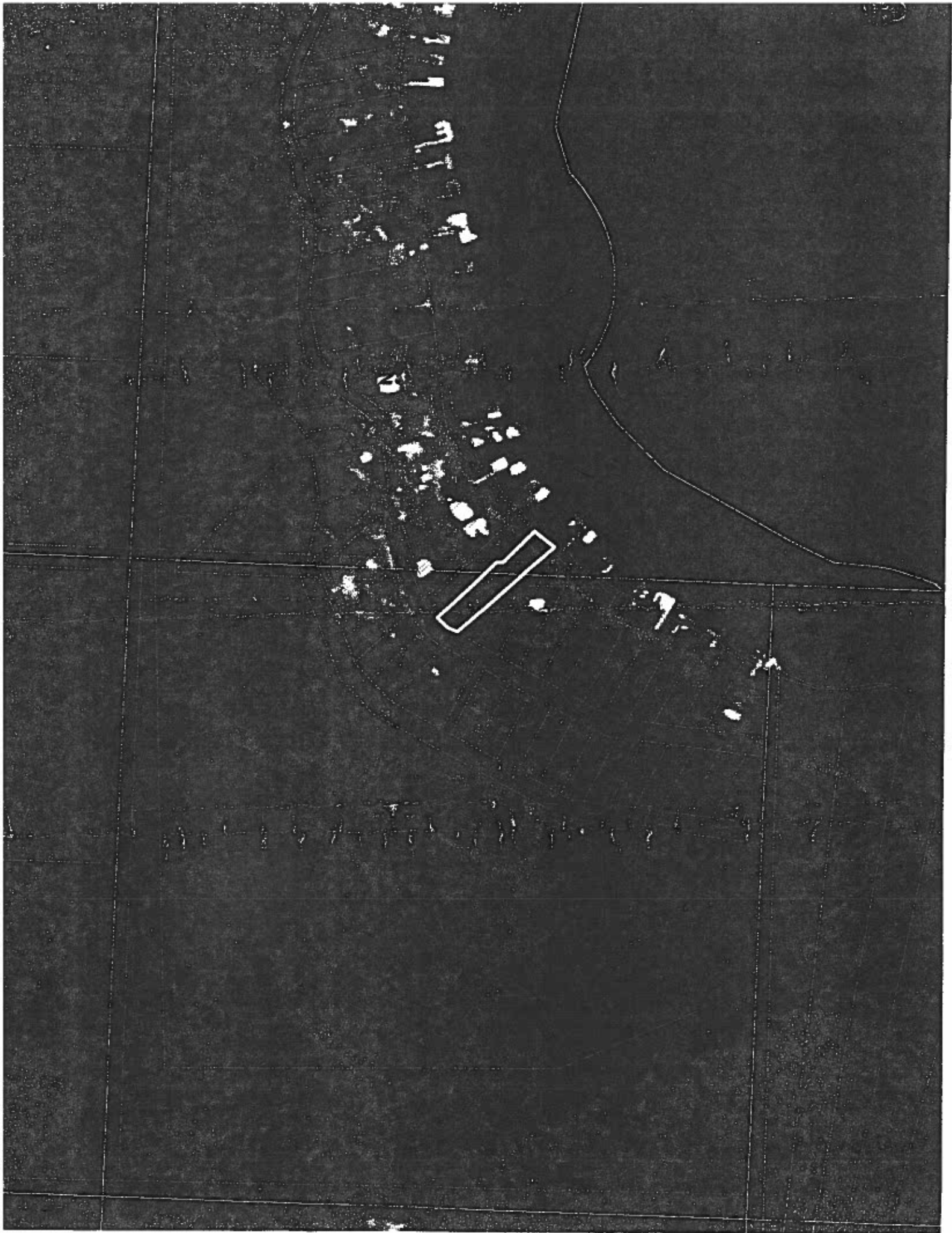
STATE OF WASHINGTON)
) ss.
County of Whitman)

I certify that I know or have satisfactory evidence that RALPH E. JENNINGS is the person who appeared before me, and said person acknowledges that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: November 17, 1992

Dorinda R. Thompson
Notary Public in and for the State
of Washington, residing at
Coeur d'Alene.

My appointment expires: 7-19-92
re38:jennmcco.wel



1283324

PARCEL A *JENNINGS*

Lot 10-A, CEDAR GROVE TRACTS, according to the plat recorded in the office of the County Recorder in Book C of Plats at Page 237, records of Kootenai County, Idaho.

EXCEPTING therefrom that part of said Lot 10-A lying northwesterly of a line lying parallel with and one (1) foot southeasterly, from, measured at right angles to the lot line common to Lots 10-A, Cedar Grove Tracts.

PARCEL B *McCoy*

Lots 10-A, 11 and 12, CEDAR GROVE TRACTS, according to plat recorded in the office of the County Recorder in Book C of Plats at page 237, records of Kootenai County, Idaho.

EXCEPT THEREFROM that portion of Lot 12 described in the deed to Nathan G. Marks et ux recorded Sept. 4, 1969 in Book 232 of Deeds at page 187, records of Kootenai County, Idaho.

ALSO EXCEPTING THEREFROM that portion of Lot 10-A described in the deed to Ralph E. Jennings et ux recorded Aug. 9, 1971 in Book 249 of Deeds at page 347, records of Kootenai County, Idaho.

SCANNED
OCT 18 2010

This claim is for a community (two party shared) well between William H Gray and Elizabeth L McCoy. The original claim on 11-18-1992 was made between McCoy and a previous owner, Ralph Jennings. A copy of the joint agreement is attached. Location and legal description is on page 4 of that agreement.

A copy of McCoy's claim submitted is also attached.

The street address for the property on which the well is located is 1300 W. Gary Rd, Worley, ID 83876

William H. Gray