

PLEASE CHECK PAYABLE TO: 2010 TAX BILL/RECEIPT

ENEWAH COUNTY TREASURER

01 W. COLLEGE AVE STE #103

ST MARIES, ID 83861

-208-245-2421

BILL# 1127

CODE AREA 26-0000

PARCEL NUMBER

MH45N02W035601A

IMPROVEMENT 3,460

1ST HALF DUE

AX 65.00

ATE

NT

CST

TOT

2ND HALF DUE

TAX 65.00

LATE

INT

COST

TOT

FULL DUE

TAX 130.00

LATE

INT

COST

TOT

TOT MKT 3,460

HO EXEMPT 1,730

NET MKT 1,730

PLACE OF USE

GIBSON RANDY LEE
4561 ST MARIES RIVER RD
ST MARIES ID 83861

1970 ATCO HOMES GENTRY
12X57

RECEIVED

MAY 31 2011

IDWR/NORTHERN

4561 ST MARIES RIVER 83861

TAXING DISTRICT

RATE

STATE

.000000000

COUNTY

.004043645

SCH #41

7.00

SCH #41 SUPP

.003244849

5.60

SCH #41 TORT

.000082171

.14

SCH #41 EMERGEN

★ ★ ★ IMPORTANT ★ ★ ★
PLEASE READ BOTH FRONT AND BACK

State of
Idaho
Dept. Lands

WATER LINE EASEMENT

THIS EASEMENT made this 18th day of November, 1983, by and between JOHN B. SHALZ, JR. and VELMA N. SHALZ, husband and wife, of Route 1, Box 270, City of St. Maries, County of Benewah, State of Idaho, hereinafter referred to as Grantors, and MARGARET J. GIBSON, a single woman, of Route 1, Box 272, City of St. Maries, County of Benewah, State of Idaho, hereinafter referred to as Grantees.

WHEREAS, Grantors are the owners of two (2) tracts of land situated in Benewah County, State of Idaho, described as follows, to-wit:

1. A portion of the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4), Section Three (3), Township 45 North, Range 2 West, Boise Meridian, Benewah County, Idaho, more particularly described as follows:

Beginning at a point on the North right-of-way line of the County Road which lies 700 feet Northeast along said right-of-way line from the West line of said Section, the true point of beginning; thence North 490 feet to a point; thence East 242 feet to a point; thence South approximately 300 feet to said right-of-way line; thence Southwesterly along said right-of-way line a distance of approximately 300 feet to the point of beginning.

2. A portion of the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4), Section Three (3), Township 45 North, Range 2 West, Boise Meridian, Benewah County, Idaho, more particularly described as follows:

Beginning at a point on the West line of Section 3, being 450 feet north of the right-of-way of the County Road, as now laid out, the true place of beginning; thence North a distance of 675 feet to a point on

the West line of Section 3, thence Northeasterly a distance of 700 feet to a point which is 1125 feet due North of North right-of-way of the said County Road, thence South a distance of 1125 feet to the North right-of-way of the County Road, thence Southwesterly along the County Road right-of-way a distance of 400 feet, thence North a distance of 450 feet to a point, thence westerly a distance of 300 feet to place of beginning.

WHEREAS, Grantee is the owner of the following tract of land situated in Benewah County, State of Idaho, described as follows, to-wit:

A portion of the NW 1/4 SW 1/4 of Section 3, Township 45 North, Range 2 W.B.M.; described as follows:

Beginning at the point of intersection of the West line of Section 3 and the North right-of-way of the County Road, thence North a distance of 450 feet to a point, thence East a distance of 300 feet, thence South to the North line of the County Road, thence Southwesterly along the County Road right-of-way to place of beginning.

WHEREAS, Grantors and Grantee have buried a water line across a portion of the above-described tracts of Grantors, for the use of Grantors on their said tracts and Grantee on her said tract;

WHEREAS, Grantee desires to have a perpetual easement for said water line and for maintenance, repair and replacement of the same, and Grantors desire to grant such easement;

NOW, THEREFORE, in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantors do hereby grant, bargain, sell and convey unto Grantee and her heirs and assigns forever, a perpetual, non-exclusive, easement for the purpose of conveyance of water, maintenance,

repair and replacement of the existing water line and fittings, on, in, over and across the above-described tract of Grantors, said easement being of sufficient width for such maintenance, repair and replacement of the said water line and fittings.

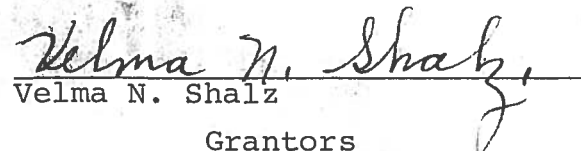
By accepting delivery of this easement, Grantee agrees that any and all maintenance, repair and replacement work by Grantee upon said water line shall be performed in a good and workmanlike manner with minimum disturbance of the said property of Grantors, returning the same as closely as reasonably possible to its condition immediately prior to such disturbance.

Grantee shall bear all costs and expenses of maintenance, repair and replacement of the said water line and fittings, except for that portion thereof which is used by Grantors and Grantee mutually. Grantors and Grantee shall share equally in all such costs and expenses which pertain to the mutual portion of the said water line.

This easement shall run with and serve the Grantee's said tracts and shall bind and inure to the benefit of Grantors and Grantee and their respective heirs, personal representatives and assigns, forever.

IN WITNESS WHEREOF, Grantors have executed this easement on the day and year first above written.


John B. Shalz, Jr.


Velma N. Shalz
Grantors

STATE OF IDAHO)
 : ss.
County of Benewah)

On this 18th day of November, 1983, before me,
the undersigned, a Notary Public in and for the said State,
personally appeared JOHN B. SHALZ, JR. and VELMA N. SHALZ,
husband and wife, known to me to be the persons whose names
are subscribed to the above and 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 date last above written.

Leresa E. Smith

Notary Public, State of Idaho
Residing at: St. Maries
Commission expires: Life Term

RECEIVED

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BR 154 page 5783

83 NOV 21 P 4: 53

BEVERLY V. DEPUTY

Kay Sethu
Peter J. Hutchinson

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WATER AGREEMENT AND EASEMENT

THIS AGREEMENT made and entered into this 18th day of November, 1983, by and between LARRY BENTCIK and MARGE BENTCIK, husband and wife, of Route 1, Box 269, City of St. Maries, County of Benewah, State of Idaho, hereinafter referred to as Grantors, and JOHN B. SHALZ, JR. and VELMA N. SHALZ, husband and wife, of Route 1, Box 270, City of St. Maries, County of Benewah, State of Idaho, and MARGARET J. GIBSON, a single woman, of Route 1, Box 272, City of St. Maries, County of Benewah, State of Idaho, hereinafter referred to as Grantees.

WHEREAS, Grantors are the owners, or beneficial owners under escrow sale agreement, of a tract of land situated in Benewah County, State of Idaho, described as follows, to-wit:

All that portion of the North 1/2 of the Southwest 1/4 of Section 3, Township 45 North, Range 2 West, Boise Meridian, Benewah County, Idaho. Lying North of the St. Maries River Road and lying West of the West line of that parcel of land contained in Escrow Sale Agreement between WALTER E. HENDERSON and MAUDE J. HENDERSON, husband and wife, and LAWRENCE R. BENTCIK and ETHEL M. BENTCIK, husband and wife, dated January 21, 1974, recorded January 21, 1974 in Book 154 of Miscellaneous, Page 1273.

And lying East of the East line of that parcel of land contained in Warranty Deed between WALTER E. HENDERSON and MAUDE J. HENDERSON, husband and wife, and JOHN B. SHALZ, JR. and VELMA N. SHALZ, husband and wife, dated September 30, 1968, recorded February 24, 1969 as Instrument No. 115084, in Book 100 of Deeds, Page 171.

And lying South of a line described as follows:
Beginning at a point, being the point of
beginning of said Bentcik parcel from which
the West 1/4 corner of said Section 3 bears
North 64°28' West, 1393.78 feet, thence
Southwesterly to the Northeast corner of said
Shalz parcel, the POINT OF TERMINATION.

WHEREAS, Grantees are the owners of the following
tracts of land situated in Benewah County, State of Idaho,
described as follows, to-wit:

SHALTZES' TRACTS:

1. A portion of the Northwest Quarter of
the Southwest Quarter (NW 1/4 SW 1/4),
Section Three (3), Township 45 North, Range 2
West, Boise Meridian, Benewah County, Idaho,
more particularly described as follows:

Beginning at a point on the North right-of-
way line of the County Road which lies 700
feet Northeast along said right-of-way line
from the West line of said Section, the true
point of beginning; thence North 490 feet to
a point; thence East 242 feet to a point;
thence South approximately 300 feet to said
right-of-way line; thence Southwesterly
along said right-of-way line a distance of
approximately 300 feet to the point of beginning.

2. A portion of the Northwest Quarter of
the Southwest Quarter (NW 1/4 SW 1/4),
Section Three (3), Township 45 North, Range
2 West, Boise Meridian, Benewah County,
Idaho, more particularly described as follows:

Beginning at a point on the West line of
Section 3, being 450 feet north of the
right-of-way of the County Road, as now laid
out, the true place of beginning; thence
North a distance of 675 feet to a point on
the West line of Section 3, thence Northeasterly
a distance of 700 feet to a point which is
1125 feet due North of North right-of-way of
the said County Road, thence South a distance

of 1125 feet to the North right-of-way of the County Road, thence Southwesterly along the County Road right-of-way a distance of 400 feet, thence North a distance of 450 feet to a point, thence westerly a distance of 300 feet to place of beginning.

GIBSON'S TRACT:

PLACE OF USE

A portion of the NW 1/4 SW 1/4 of Section 3, Township 45 North, Range 2 W.B.M.; described as follows:

Beginning at the point of intersection of the West line of Section 3 and the North right-of-way of the County Road, thence North a distance of 450 feet to a point, thence East a distance of 300 feet, thence South to the North line of the County Road, thence Southwesterly along the County Road right-of-way to place of beginning.

WHEREAS, there is on the above-described tract of Grantors a developed spring, together with water lines and fittings, which were installed at the expense of Grantees; and

WHEREAS, Grantors, their heirs and assigns, and Grantees, their heirs and assigns desire to use water from such spring for domestic purposes on the said tract of Grantors and the above-described tracts of Grantees;

NOW, THEREFORE, in consideration of Ten and no/100 Dollars (\$10.00) and the mutual covenants herein contained, Grantors do hereby grant, bargain, sell and convey unto Grantees and their heirs and assigns forever, the right to use water from said spring as Grantees shall reasonably require for domestic purposes; SUBJECT, HOWEVER, to the right of Grantors, their heirs and assigns to use so much of the overflow water from such spring as Grantors shall reasonably require for domestic purposes on the said tract of Grantors.

It is understood and agreed that, as between Grantors and Grantees, Grantees shall have the prior and superior right to use the water from such spring.

For the same consideration, Grantors do hereby grant, bargain, sell and convey unto Grantees and their heirs and assigns forever, a perpetual, non-exclusive easement for the purpose of conveyance of water, maintenance, repair and replacement of the said spring, water lines and fittings, on, in, over and across the above-described tract of Grantors, said easement being of sufficient width for such maintenance, repair and replacement of the said spring, water lines and fittings. Said easement shall also include, to the extent not already included above, sufficient radius around the spring to perform such operations.

Each party shall be responsible for maintenance, repair and replacement of their own lines running from said spring, and each party agrees to perform such maintenance, repair and replacement of their lines as shall be reasonably necessary and in a good and workmanlike manner, with minimum interference with the water rights of the other party and minimum disturbance of the said tract of Grantors, returning the same as closely as reasonably possible to its condition immediately prior to such disturbance.

This agreement and the rights granted and conveyed hereunder shall run with and serve the Grantees' said tracts and shall bind and inure to the benefit of Grantors and Grantees and their respective heirs, personal representatives and assigns, forever.

Larry Bentcik
Larry Bentcik

Marge Benticik
Marge Benticik

John B. Shalz, Jr.

Velma N. Shalz

Margaret J. Gibson
Margaret J. Gibson

STATE OF IDAHO)
 : ss.
County of Benewah)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.

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STATE OF IDAHO)
 : ss.
County of Benewah)

On this 18th day of November, 1983, before me,
the undersigned, a Notary Public in and for the said State,
personally appeared JOHN B. SHALZ, JR. and VELMA N. SHALZ,
husband and wife, known to me to be the persons whose names
are subscribed to the above and 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 date last above written.

Teresa E. Smith

Notary Public, State of Idaho
Residing at: St. Maries
Commission expires: Life Term

STATE OF IDAHO)
 : ss.
County of Benewah)

On this 10th day of November, 1983, before me,
the undersigned, a Notary Public in and for the said State,
personally appeared MARGARET J. GIBSON, a single person,
known to me to be the person whose name is subscribed to the
above and foregoing instrument, and acknowledged to me that
she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the date last above written.

RECEIVED

161187

Karen Schoelben

Notary Public, State of Idaho

Residing at: Harrison

Commission expires: Life Term

BR. 154 page 5784

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BEVERLY VALLAD
Kay Butler DEPUTY

J. Hutchinson 12/00