

APPLICATION



0 100 200 400 600 800 Feet



Legend

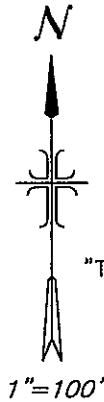
 Taxlots

EXHIBIT A

2 1
11 12

N01°08'39"W 387.14'

MEANDER CORNER



TRACT B

SAGEWIND SN HOLDING LIMITED
PARTNERSHIP
PARCEL #49N04W110225

"TRACT B" AS SHOWN ON QUITCLAIM
DEED RECORDED AS
INSTRUMENT #2190526000

SWEDE BAY RD

N74°41'19"W
327.02'

N83°19'44"W
278.18'

25' 25'

VALHALLA RD

SAGEWIND SN HOLDING
LIMITED PARTNERSHIP
PARCEL #49N04W110520

TRACT C

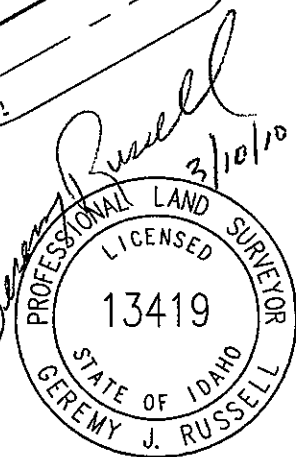
DAVID & LEESA LANE
PARCEL #49N04W110525

DESCRIBED IN WARRANTY DEED
RECORDED AS INSTRUMENT
#2231420000

TRACT A

"TRACT A" AS SHOWN ON
QUITCLAIM DEED RECORDED
AS INSTRUMENT
#2195026000

LAKE COEUR D'ALENE



GOVERNMENT LOT 1
S11, T49N, R4W

EXHIBIT A

MEMORANDUM OF AGREEMENT AND EASEMENT

THIS AGREEMENT Made and entered into this 17th day of July 1946, by and between Don D. Orcutt and Etha Orcutt, husband and wife, hereinafter referred to as parties of the first part, and Matthias Joseph Dollie, a bachelor, and Rose William Dollie, a spinster hereinafter referred to as parties of the second part, WITNESSETH:

WHEREAS, the parties of the second part owned the following described property situated in Kootenai County, State of Idaho, to wit:

Part of Government Lot 1 in Section 11, Township 49 North, Range 4

W. B. M., described as follows: Beginning at a point from which the meander corner between Sections 11 and 12, Township 49 North, Range 4

W. B. M., bears north 24° 51' East 283.1 feet; said point is marked

by an iron pin driven into the ground; thence north 59° 18' west 183.4

feet to a twin tree marked; thence south 54° 30' west 81.6 feet along

road to stake; thence north 59° 18' east 290.0 feet, more or less, to

Copier of Alena Lake; thence northeasterly along lake to a point;

thence north 59° 18' west 60.0 feet, more or less, to place of beginning;

Tract A: A part of Government Lot 1 in Section 11, Township 49 North,

Range 4, W. B. M., described as follows: Beginning at a point on the

lakeshore which is the southeast corner of the tract above described, thence

north 59° 18' west along the south line of said tract 290 feet; thence

south 54° 30' west 35 feet; thence south 59° 18' east 290 feet, more

or less, to the lakeshore; thence northeasterly along the lakeshore

approximately 35 feet to place of beginning.

Tract B: A part of Government Lot 1 in Section 11, Township 49 North,

Range 4, W. B. M., described as follows: Beginning at a point on the

lakeshore which is the northeast corner of the tract first above described,

thence north 59° 18' west along the northerly line of said tract 843.4

feet; thence north 54° 30' east 100 feet thence south 59° 18' east to the

lakeshore; thence southerly along the lakeshore 100 feet more or less to

the place of beginning.

(T.R. Stamp \$8.00 ITW 7/22/46)

and

WHEREAS, the parties of the first part own a tract of land which adjoins Tract A above described on the southeast, and the parties desire to drill and construct a well for the purpose of supplying water to their respective properties; now, therefore:

IT IS UNDERSTOOD AND AGREED THAT a well will forthwith be drilled and necessary pumping equipment and a tank purchased and installed, the same to be located upon the property owned by the party of the first part, and situated about twenty-five feet in a southwesterly direction from the southwesterly boundary line of Tract A described above. The expense of the well drilling and the cost of the pumping equipment and tank and installation thereof (the type of equipment and its installation to be agreed on between the parties) is to be shared equally by the parties hereto and, by arrangement, payment therefor is to be made from a joint bank account by signature of Don D. Orcutt and Matthias Joseph Dollie on each check.

The water from such well shall be used first for domestic purposes and each party shall be entitled to an equal share thereof and shall pay one-half of the pumping charges. Electricity for the pumping shall be furnished by the parties of the second part and parties of the first part shall pay one half of the cost thereof.

IT IS UNDERSTOOD AND AGREED THAT each party shall be entitled to one-half of any excess water after the domestic needs of the parties have been supplied, each party to pay the cost of pumping any such water used by them.

IT IS UNDERSTOOD AND AGREED that the cost of repairs and maintenance of the pumping equipment shall be borne equally by the parties.

Parties of the first part grant to parties of the second part, a perpetual easement for a pipeline leading from the well to the property now owned by the parties of the second part hereinabove described, said easement to be approximately twenty-five feet in length. This pipeline shall be so constructed as not to interfere with any buildings or structures now situated upon said premises.

This agreement and easement shall run with the land and shall be binding upon the parties hereto, their heirs, representatives, grantees and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and

Don D. Groutt
Ethel Groutt, Parties of the First Part

Matthias Joseph Dollfe.
Rose William Dollfe, Parties of the Second part

STATE OF WASHINGTON)

1990年12月15日

On this 17th day of July 1846, before me personally appeared Matthias Joseph Dollie, a bachelor, and Rosa William Dollie, a spinster, to me known to be the persons whose names are subscribed to the within instrument and who acknowledged to me that they executed the same.

Given under my hand and official seal the day and year first above written.

(Notarial Seal)

Notary Public in and for the State of
Washington, residing at Spokane

STATE OF WASHINGTON

COUNTY OF SPOKANE

On this 17th day of July 1948, before me personally appeared Don D. Gault and Ella Gault, husband and wife, to me known to be the persons whose names are subscribed to the within instrument and who acknowledged to me that they executed the same.

Given under my hand and official seal the day and year first above written.

(Notarial Seal)

F. Varpel
Notary Public in and for the State of
Washington, residing at Spokane

STATE OF IDAHO

County of Kootenai)

Filed for record at the request of Panhandle Abstract Company on Jul. 22 1948
at 2:28 o'clock P. M. and recorded in Book 135 of Deeds Page 15.

John A. Foster, County Recorder

Fee \$2.25

By Alberta E. Platt, Deputy