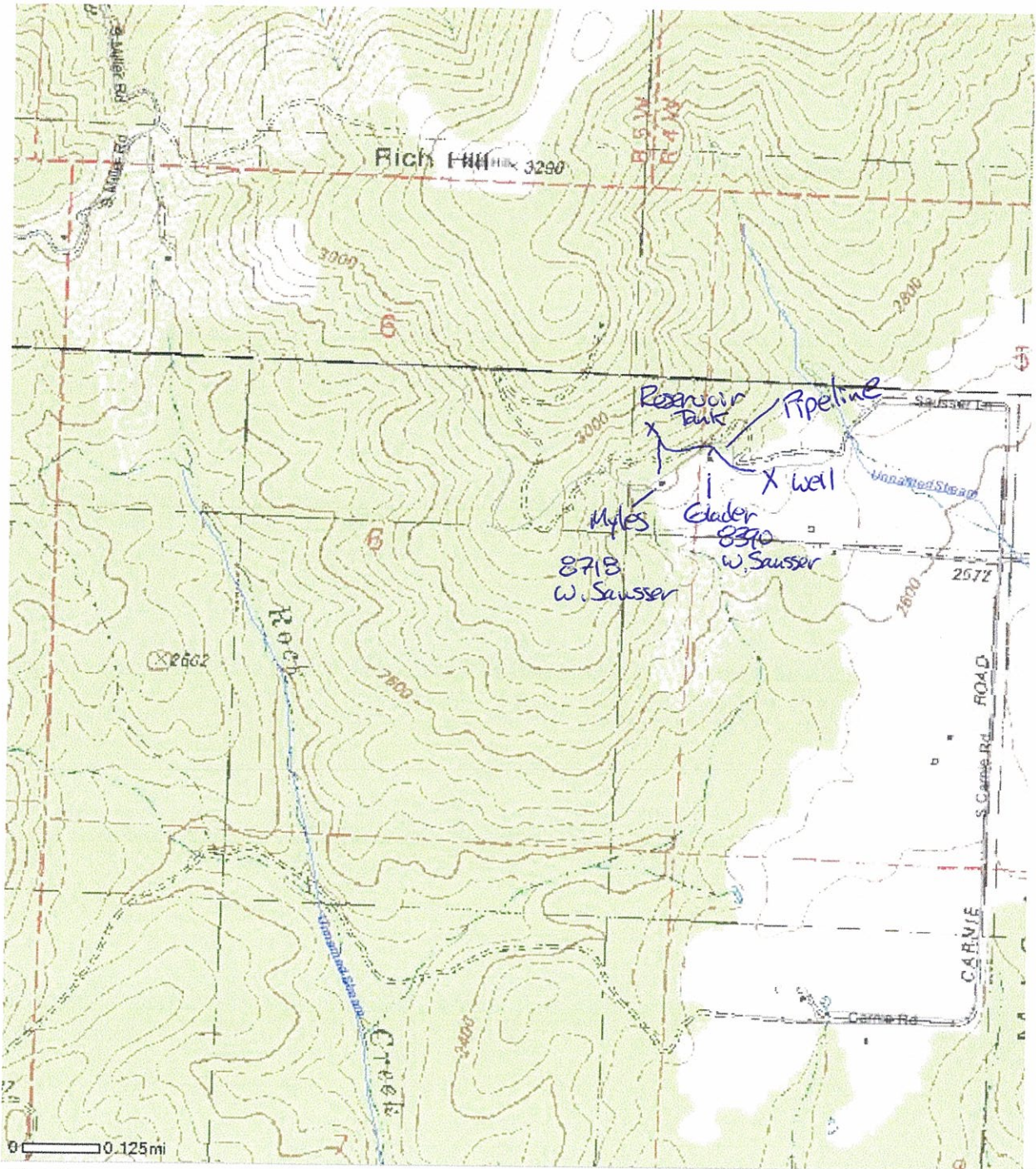


T49N R4W S5

Well location SW $\frac{1}{4}$ NW $\frac{1}{4}$
Kootenai County

- ☒ ☐ Towns and Places
- ☒ ☐ Highways and Roads
- ☐ ☐ Elk Zones
- ☐ ☐ Big Game Management Units (GMU)
- ☒ ☐ Lakes and Ponds
- ☒ ☐ Rivers and Streams

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6/11/10



WELL DRILLER'S REPORT

State law requires that this report be filed with the Director, Department of Water Administration within 30 days after the completion or abandonment of the well.

[illegible]

PG
6/1/10

128 19 day of March 1974
By Marguerite Tomlin
Notary
Book 75 PAGE 551
Bea 967 Cda

A G R E E M E N T

THIS AGREEMENT made and entered into by and between
MICHAEL V. BRYAN and BARBARA ANN BRYAN, husband and wife,
hereinafter called "First Parties"; JOHN MANNERING and ANN
MANNERING, husband and wife, hereinafter called "Second
Parties", and KENNETH BUCKNER and CAROLYN BUCKNER, husband
and wife, hereinafter called "Third Parties",

W I T N E S S E T H:

WHEREAS, the First Parties are the owners of the following
described property, to-wit:

The North Half of the Following described
property:

The Southwest Quarter of the Northwest
Quarter, Section 5, Township 49 North,
Range 4 W.B.M., Kootenai County, State
of Idaho, LESS the South 330 feet thereof, and

WHEREAS, the Second Parties are the owners of the following
described property, to-wit: -

The South Half of the following described
property:

The Southwest Quarter of the Northwest
Quarter, Section 5, Township 49 North,
Range 4 W.B.M., Kootenai County, State
of Idaho, LESS the South 330 feet thereof.

and

WHEREAS, the Third Parties are the owners of the following
described property, to-wit:

The East Half of the Southeast Quarter
of the Northeast Quarter, Section 6,
Township 49 North, Range 4 W.B.M., Kootenai
County, State of Idaho.

and

WHEREAS, there is located two (2) wells on the property of
the Second Parties. Well #1 lying 176 feet West from the East

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line and 65 feet North of the South line of the property of the Second Parties above described, and Well #2 is located 899 feet West of the East line and 260 feet North of the South line of the property of the Second Parties above described, as shown on Exhibit "A" attached, and

WHEREAS, all of the parties hereto have contributed to the said wells and the water system hereinafter described, and

WHEREAS, it is the intent that all of the parties hereto shall have an equal interest in and to said Wells and said water system which shall become appurtenant to their properties; now, therefore;

IT IS HEREBY COVENANTED AND AGREED by and between the parties as follows:

1. The Second Parties do hereby grant and convey unto the First Parties and the Third Parties an undivided one-third (1/3) interest each, in and to Well #1 and Well #2 hereinabove described, together with a piece of property 20 feet square surrounding said Wells with the Wells to be the center thereof, together with an undivided one-third (1/3) interest each, in and to the pumphouse, pumps, pipes, valves and Electrical Apparatus in connection therewith.

2. The Third Parties hereto do grant unto the First Parties and the Second Parties a perpetual right and easement to maintain the reservoir and/or water tank in its present location upon the property of the Third Parties above described, together with ingress and egress thereto for the purpose of repairs and maintenance. The Third Parties grant and convey unto the First Parties and the Second Parties the right to use and maintain the tank and a 20 foot square parcel of land upon which it is presently located.

3. Each of the parties hereto grants unto the other any easement necessary to lay and maintain a water system from the Wells to the properties of each party hereto, which easement shall be in the same location as that existing in favor of and used by Kootenai Electric Cooperative. It is specifically agreed that the Second Parties grant a right of way to lay and maintain a pipeline from Well #2 to the main pipeline.

4. It is understood that one household only may be served from said water system on any of the properties herein described of the parties hereto.

5. Each party hereto, or their successors in interest, shall share equally in the maintenance and expense of said water system, including any necessary repairs.

6. The parties to this agreement, so long as they own said property, shall have a right to use said water for domestic use as the same is defined by the statutes of the State of Idaho for one household, upon the property of each and shall have the further right to irrigate one-half (1/2) acre so long as sufficient water is available for domestic use in all three (3) households.

7. The rights and privileges herein granted shall be appurtenant to the properties of the parties hereinabove described and shall pass with the land as an appurtenance thereto, whether mentioned or not, and subsequent owners and assignees of the properties shall be bound thereby, provided, however, it is specifically understood and agreed that no assignee or grantee of any of the parties hereto shall have the right to use said water for irrigation, it being specifically understood that the right to irrigate is limited to the parties of this agreement personally.

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6/1/10

and places set forth in the acknowledgments hereto.

Michael V. Bryan

Barbara Ann Bryan

FIRST PARTIES

~~John Mannering~~

Ann Mannering

SECOND PARTIES

Kenneth Buckner

Carolyn Buckner

THIRD PARTIES

STATE OF IDAHO)

County of Kootenai _____)

On this April day of March, 1974, before me the undersigned Notary Public, personally appeared MICHAEL V. BRYAN and BARBARA ANN BRYAN, husband and wife, known 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 in this certificate first above written.

Notary Public for Idaho

Residing at Coeur d'Alene

My Commission expires: 8-20-74

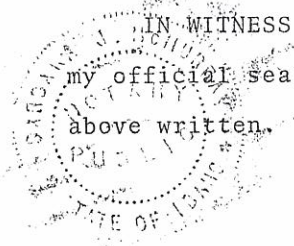
RG
6/1/10

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STATE OF IDAHO)
County of Kootenai)^{ss}

On this 14th day of March, 1974, before me the undersigned Notary Public, personally appeared JOHN MANNERING and ANN MANNERING, husband and wife, known 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 in this certificate first above written.

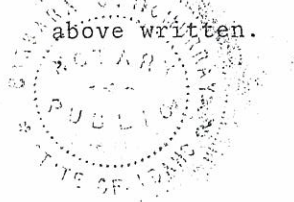


Barbara J. McManis
Notary Public for Idaho
Residing at Coeur d'Alene
My Commission expires: 8-20-74

STATE OF IDAHO)
County of Kootenai)^{ss}

On this 14th day of March, 1974, before me the undersigned Notary Public, personally appeared KENNETH BUCKNER and CAROLYN BUCKNER, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

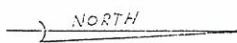
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



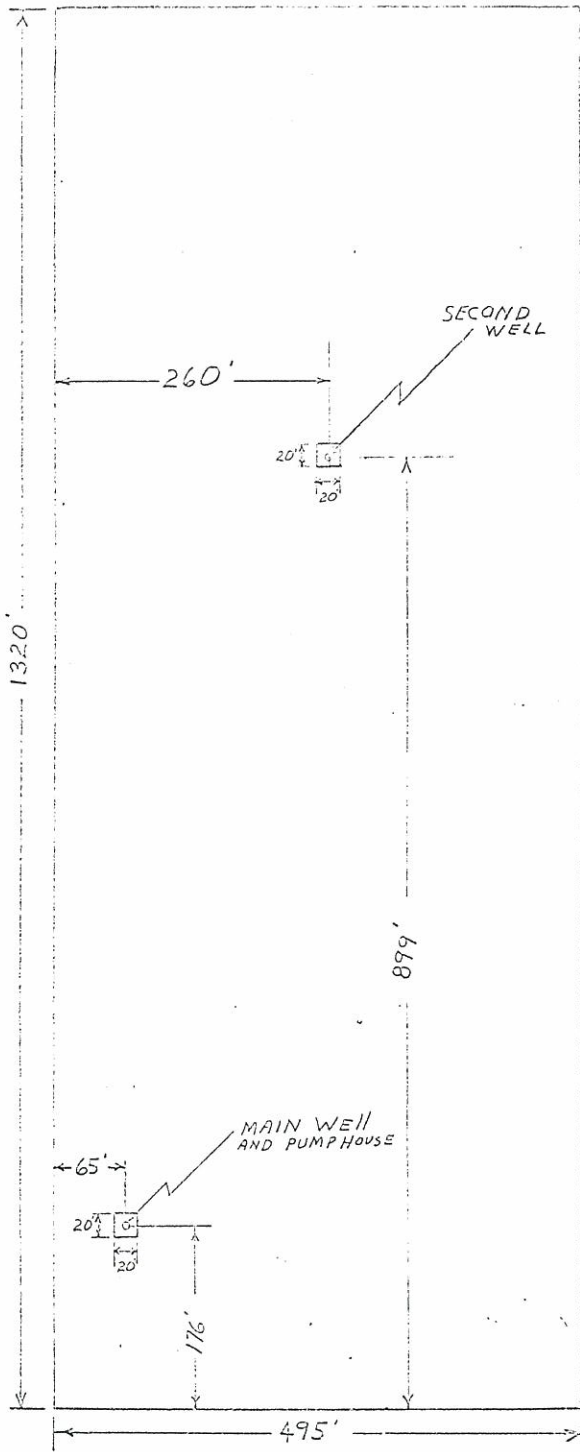
Barbara J. McManis
Notary Public for Idaho
Residing at Coeur d'Alene
My Commission expires: 8-20-74

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6/1/10

THE SOUTH HALF OF THE FOLLOWING DESCRIBED PROPERTY,
 THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER,
 SECTION 5, TOWNSHIP 47 NORTH, RANGE 4 WEST, NOOTEN,
 COUNTY, STATE OF IDAHO, LESS THE SOUTH 330 FEET
 THERE OF.



*Miner's
 property*



SCALE
 $\frac{3}{4}'' = 100'$

EXHIBIT "H"

*RB
 6/1/10*