

To Whom it May Concern,

I, Harold Debenham, installed a system to draw water from Lake
Coeur d'Alene to my home at 24646 S. Snow Owl Lane in approximately
1984.

Signed: Harold Debenham

Harold Debenham

Witness: Lynn Schwendiman
Lynn Schwendiman

Date: 5/2/13

SPRING WATER USAGE AGREEMENT - COTTONWOOD BAY

Coeur d' Alene Lake - Idaho

Gov. Lot 4, Sec. 4, T. 47 N R4W BM - Above service read and above Flat "Dewey's Cottonwood Bay Tracts".

This agreement is between Harold J. Debenham, owner of Lot #8 of plat and Donald G. Dewey (legal owner of Gov. Lot 4, less plated part and the N 3-1/2 acres of the East Half Lot 4) and his son Richard W. Dewey.

By agreement, Mr. Debenham has built a reservoir and installed collector pipes from the spring (s) to the reservoir; arranged water pipe and tap to side of the road for convience of property owners along the road (for drinking water). He is to maintain sed system and to pay a fee of one dollar per year rent. He may call upon and expect the other owners along the road to assist him in the labors of the upkeep of the system. Property and all equipment incl. reservoir etc. are the property of Donald G. Dewey and Richard W. Dewey.

Mr. Debenham is hereby given permission to connect a water pipe to his cabin and property and to connect to the reservoir so as to use the overflow therefrom. This agreement does not give a permanent easment nor permission to file for water rights.

No other connections to the system are to be made without the written permission from Donald G. Dewey or Richard W. Dewey.

This agreement is good until canceled by either party with a written ninety day notice.

Mr. Quinn was also included in the original permission given for this water system -- but, as Mr. Quinn has sold his property, his name is omitted from this written agreement.

Dated: September 24, 1982

Donald G. Dewey
Donald G. Dewey

Richard W. Dewey
Richard W. Dewey
Heir and unrecorded Owner

Harold J. Debenham
Harold J. Debenham

Lois L. Debenham
Lois L. Debenham

206
722 1232

206
722 1223
Call

Agreement

This is to authorize (as far as the undersigned are concerned) Mr. Harold Debenham and Mr. Willard C. Quinn to re-work and develop the natural spring on our property, Gov. Lot #4, Sec. 4, Township 47 N, Range 4 WBM.

It is understood that Mr. Quinn and Mr. Debenham will develop the spring in such a way as to consolidate the flow into one channel and create a reservoir that will store water for the use of all the property owners of Cotton-wood Bay Colony, by tapping the reservoir and piping the flow to the road-side in the vicinity that it is now flowing. Mr. Quinn and Mr. Debenham in return shall have exclusive permission to tap and run pipes to their property and to use the overflow from this said reservoir. Maintaining of the reservoir and pipes will be the responsibility of these two parties or by arrangements they are able to make with the other property owners.

It is also understood that the tap at the road-side shall have connection means so that a hose or such can be attached to gain the maximum use of the water in case of fire.

We shall--and do request that all the property owners help as best they can to keep this equipment in good order by not abusing it or contaminating the water in any way.

Signed, December 13, 1962

Harold Debenham
Willard C. Quinn



AGREEMENT

This is to authorize (as far as the undersigned are concerned) Mr. Harold Debenham and Mr. Willard Quinn to re-work and develop the natural spring on our property: Gov. Lot #4, Sec. 4, Township 47 N, Range 4 WBM.

It is understood that Mr. Quinn and Mr. Debenham will develop the spring in such a way as to consolidate the flow into one channel and create a reservoir that will store water for the use of all the property owners of Cottonwood Bay Colony, by taping the reservoir and piping the flow to the road-side in the vicinity that it is now flowing. Mr. Quinn and Mr. Debenham in return shall have exclusive permission to tap and run pipes to their property and to use the overflow from this said (said?) reservoir. Maintaining of the reservoir and pipes will be the responsibility of these two parties or by arrangements they are able to make with the other property owners.

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We shall -- and do request that all the property owners help as best they can to keep this equipment in good order by not abusing or contaminating the water in any way.

Signed: December 13, 1962

Donald G. Dewey

Norman K. Dewey

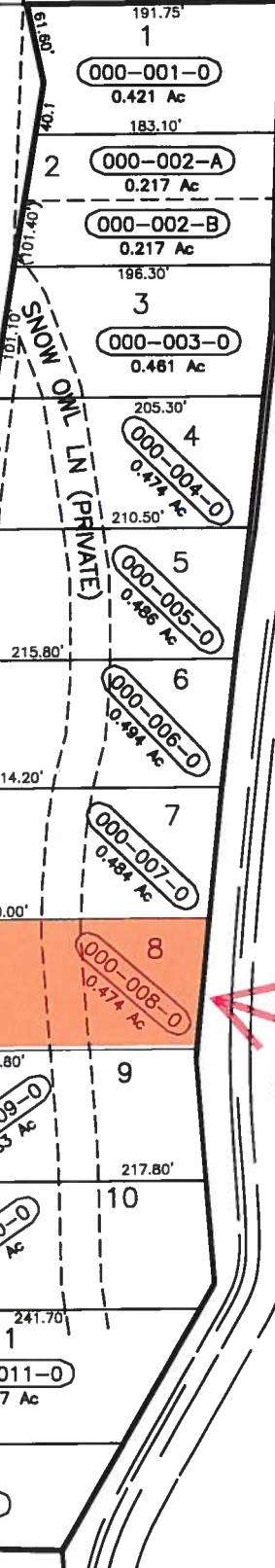
• • (This re-typed page is simply to clarify
the faded original)

Coeur d'Alene

705.40'
S89°08'20"W
(1275)
1,166 Ac

Dewey's Cottonwood Bay Tracts

0-1740



THIS SKETCH IS PROVIDED SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING SAID LAND. PIONEER TITLE OF COEUR D'ALENE ASSUMES NO LIABILITY FOR ANY MATTER RELATED TO THIS SKETCH. REFERENCE SHOULD BE MADE TO AN ACTUAL SURVEY FOR FURTHER INFORMATION.



Note:
Shoreline
purpose
to extend
mark
otherwise

COTTONWOOD B

SCALE: 1 INCH = 200 FEET

NE