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Dennis Wilson, dep.

Benewah Abstract

21.00

WATER AGREEMENT

The undersigned, MYRON C. RAGAN and JANICE A. RAGAN, husband and wife, and DANIEL A. HAMMES and CYNTHIA A. HAMMES, husband and wife, agree as follows:

That Myron C. Ragan and Janice A. Ragan, husband and wife, are the owners of real property located in Benewah County, Idaho, upon which a developed well for the use of water is located. This source of water is presently located on and serving real property owned by Myron C. Ragan and Janice A. Ragan, husband and wife. The site of the well is located more particularly as follows:

Beginning at the West Quarter corner of Section 20, Township 46 North, Range 2 West of the Boise Meridian, Benewah County, Idaho. Thence South 89°59' East a distance of 700.62 feet along the Quarter Section line; thence South 00°33' East, a distance of 850 feet to a point; thence East a distance of 25 feet to a six-inch iron-cased well.

Myron C. Ragan and Janice A. Ragan, husband and wife, their successors in interest and assigns, hereby grant and convey fifty percent (50%) of the water derived from this water source located on their real property to Daniel A. Hammes and Cynthia A. Hammes, husband and wife, their successors in interest and assigns together with a perpetual non-exclusive easement for the right of ingress and egress over and across five (5) feet on either side of the existing well, for a total of ten (10) feet, together with perpetual non-exclusive easement of ingress and egress over and across five (5) feet on either side of the pipeline for a total

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G.F.P.
C.H.
D.B.H.

of ten (10) feet, which will run for a distance of approximately 313 feet easterly from the well, that section being the same pipeline which carries water to the Ragan household, herein described, and hereinafter referred to as the "main line", to a pipeline branching off the main line at that point, which pipeline runs in a northeasterly direction approximately 375 feet to the southern boundary of the property hereinafter described which is owned by Daniel A. Hammes and Cynthia A. Hammes. This right of ingress and egress is for the purpose of maintaining and/or replacing said well and pipeline.

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C.H.
D.B.H.

Fifty percent (50%) of the water from said well shall serve and run with one (1) residence located on the following described property owned by Myron C. Ragan and Janice A. Ragan, husband and wife, more particularly described as follows:

Beginning at the section corner common to Sections 19, 20, 29 and 30, Township 46 North, Range 2 West, Boise Meridian, Benewah County, Idaho, thence North 00°33' West 2653.99 feet along the West line of Section 20 to the quarter corner thereof; thence South 89°59' East 700.62 feet along the quarter section line to the TRUE POINT OF BEGINNING; thence South 00°33' East, parallel to the West line of said Section 20, 1120 feet to a point; thence Southeasterly 360.5 feet, more or less, to a point on the Southwest 1/16th line of the Southwest Quarter of Section 20, 960 feet East of the West line of said section; thence South 00°33' East, parallel to the West line of Section 20 to a point on the Northerly right of way of Cherry Creek County Road; thence North 54°52' East along the Northerly Cherry Creek right of way 546.71 feet to a point; thence North 00°33' West 875.53 feet to a point; thence North 69°38' West 275.15 feet to a point; thence North 41°53' West 659.33 feet to the TRUE POINT OF BEGINNING.

EXCEPT the following:

All that portion of the Southwest Quarter of Section 20, Township 46 North, Range 2 West of the Boise Meridian, Benewah County, Idaho, described as follows:

Beginning at the West Quarter corner of Section 20, Township 46 North, Range 2 West of the Boise Meridian, Benewah County, Idaho. Thence South $89^{\circ}59'$ East a distance of 700.62 feet along the Quarter Section line to the real point of beginning. Thence South $00^{\circ}33'$ East parallel to the West line of said Section 20, a distance of 550 feet to a point; thence Southeasterly 1300 feet, more or less, to a point on the Ragan Driveway; thence Northeasterly and parallel to the Ragan Driveway a distance of 250 feet more or less, to a point in the Northerly boundary line of that certain property as described in Warranty Deed to MYRON C. RAGAN, recorded October 7, 1981 in Book 100 Deeds, page 11092, records of Benewah County, Idaho; thence North $69^{\circ}38'$ West a distance of 1002.53 feet; thence North $41^{\circ}53'$ West a distance of 659.33 feet to the POINT OF BEGINNING.

Fifty percent (50%) of the water source shall serve and run with one (1) residence located on the following described property owned by Daniel A. Hammes and Cynthia a. Hammes, husband and wife, more particularly described as follows:

All that portion of the Southwest Quarter of Section 20, Township 46 North, Range 2 West of the Boise Meridian, Benewah County, Idaho, described as follows:

Beginning at the West Quarter corner of Section 20, Township 46 North, Range 2 West of the Boise Meridian, Benewah County, Idaho. Thence South $89^{\circ}59'$ East a distance of 700.62 feet along the Quarter Section line to the real point of beginning. Thence South $00^{\circ}33'$ East parallel to the West line of said Section 20, a distance of 550 feet to a point; thence Southeasterly 1300 feet, more or less, to a

across five (5) feet on either side of the pipeline for a total

WATER AGREEMENT -1-

point on the Ragan Driveway; thence Northeasterly and parallel to the Ragan Driveway a distance of 250 feet more or less, to a point in the Northerly boundary line of that certain property as described in Warranty Deed to MYRON C. RAGAN, recorded October 7, 1981 in Book 100 Deeds, page 11092, records of Benewah County, Idaho; thence North $69^{\circ}38'$ West a distance of 1002.53 feet; thence North $41^{\circ}53'$ West a distance of 659.33 feet to the POINT OF BEGINNING.

AND;

Para 2
All that portion of the Southwest Quarter of Section 20, Township 46 North, Range 2 West of the Boise Meridian, Benewah County, Idaho, described as follows:

Beginning at the West Quarter corner of Section 20, Township 46 North, Range 2 West of the Boise Meridian, Benewah County, Idaho. Thence South $89^{\circ}59'$ East a distance of 700.62 feet along the Quarter Section line, thence South $00^{\circ}33'$ East parallel to the West line of said Section 20, a distance of 550 feet to a point; thence Southeasterly 1100 feet, more or less, to the real point of beginning. Thence continuing Southeasterly a distance of 200 feet, more or less to a point on the Ragan Driveway; thence Southwesterly along the Ragan Driveway a distance of 350 feet, more or less; thence Northeasterly a distance of 254 feet, more or less to the Point of Beginning.

The parties to this agreement, their successors and assigns, have agreed that they will operate a piping system where the main line will be jointly owned and maintained. It is intended that the water for each of the single residences herein described will, flow through this main line for the first approximate 313 feet ^{711.657} from the existing well. _{CFF}
DHH

Myron C. Ragan and Janice A. Ragan, husband and wife, shall jointly own and maintain the pump and electrical system to

transport the water from this existing well to their one (1) residence, with Daniel A. Hammes and Cynthia A. Hammes, husband and wife, who shall jointly own and maintain the pump and electrical system to transport the water from this existing well to their one (1) residence. / Myron C. Ragan and Janice A. Ragan, husband and wife, shall own and maintain the piping system from the main line to transport water to their one (1) residence. Daniel A. Hammes and Cynthia A. Hammes, husband and wife, shall own and maintain the piping system from where it branches off from the main line to transport water to their one (1) residence.

The costs of maintenance, repair and/or replacement on the mainline, the pumps, the electrical system, and on said well

(such as replacing the casing), shall be shared as follows:

(WILL NOT TAKE EFFECT UNTIL WATER OPTION HAS BEEN EXERCISED)

50% to Myron C. Ragan and Janice A. Ragan,
their successors in interest and assigns; and

50% to Daniel A. Hammes and Cynthia A. Hammes,
their successors in interest and assigns.

Any party to this Water Agreement and/or their successors in interest may at any time terminate their right and interest to the water rights created in this Water Agreement, which termination will be binding upon their successors in interest. If any of the parties to this Agreement and/or their successors in interest do elect to terminate their rights in this Water Agreement, then that parties' and their successors in interest obligation to pay their maintenance, repair and/or replacement costs on said well and pumping system shall terminate. If any of the parties to this Agreement terminate their right and interest

to the water rights under this agreement, the other party maintains every right created by this Agreement, including the right to own, operate, and maintain a pump, piping and electrical system to transport water from the existing well to their one residence. Such party also maintains the water rights and easements herein described.

The consideration for this Water Agreement is the mutual benefits and obligations received and given by the parties hereto.

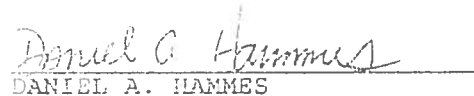
The parties are not warranting or guaranteeing quality or quantity of the water which this Water Agreement concerns. However, the parties agree not to commit any act which would diminish the quality or quantity of the water from the existing well.

The previous Water Agreement dated the 30th day of January, 1987, as Instrument #173981, is hereby amended by this Agreement.

DATED this 18th day of January, 1994.


MYRON C. RAGAN


JANICE A. RAGAN


DANIEL A. HAMMES


CYNTHIA A. HAMMES

STATE OF IDAHO)
) ss.
County of Benewah)

On this 18th day of January, 1994, before me, the undersigned, a notary public in and for Idaho, personally appeared MYRON C. RAGAN and JANICE A. RAGAN, husband and wife, known or identified to me to be the persons whose names are subscribed to the within 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.

Sharon D. Blackburn
Notary Public in and for Idaho
Residing at: St. Maries, Idaho
Commission expires: NOV. 4, 1998

STATE OF IDAHO)
) ss.
County of Benewah)

On this 18th day of January, 1994, before me, the undersigned, a notary public in and for Idaho, personally appeared DANIEL A. HAMMES and CYNTHIA A. HAMMES, husband and wife, known or identified to me to be the persons whose names are subscribed to the within 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.

Sharon D. Blackburn
Notary Public in and for Idaho
Residing at: St. Maries, Idaho
Commission expires: NOV. 4, 1998