

1734450

STATE OF IDAHO
COUNTY OF KOOTENAI } ss
AT THE REQUEST OF
PIONEER TITLE CO.
May 23 3 25 PM '02
DANIEL L. ENGLISH
DEPUTY
FEES 18.00

102158TH

WATER WELL AGREEMENT AND EASEMENT

COME NOW BRIAN F. EDDS and NANCY A. EDDS husband and wife, hereinafter called the "First Party" without regard to the singular or plural and;

Frank A. & Sarah A. Triano, husband & wife, hereinafter called the "Second Party" without regard to the singular or plural.

IT IS AGREED by and between the parties that they have reached an Agreement concerning the joint development of a water well and wish to recite their Agreement herein, to wit:

RECITAL:

THE PARTIES HERETO AGREE TO THE FOLLOWING FACTS AS CONCERNING THIS AGREEMENT, to wit:

1. The First Party is the owner of certain real property located in Kootenai County, State of Idaho, to wit:

The East 962 feet of the South half of the Southwest Quarter of Section 20, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho EXCEPT the South 1027.5 feet thereof.

ALSO EXCEPTING THEREFROM that certain Deed recorded April 9, 1929 in Book 93 of Deeds at Page 549, records of Kootenai County, Idaho.

WATER WELL AGREEMENT AND EASEMENT - 1

1734450

2. The Second Party is the owner of certain real property located in Kootenai County,

State of Idaho, to wit:

The East 962 feet of the North 232.5 feet of the South 1027.5 feet of the South half of the Southwest Quarter of Section 20, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

EXCEPTING THEREFROM that certain Deed recorded April 9, 1929 in Book 93 of Deeds at Page 549, records of Kootenai County, Idaho.

3. That a water well to be jointly used by the parties hereto is located on the property herein described as the property of the Second Party.

4. That said well currently produces adequate water for domestic purposes of both of the properties.

5. That the parties hereto mutually agree to certain terms and conditions concerning said joint water well, which are contained in this Agreement.

AGREEMENT:

IT IS MUTUALLY AGREED that First Party and Second Party will jointly maintain and use a water well located on Second Party's real property. That for a valuable consideration, receipt of which is hereby acknowledged, the Second Party hereby grants and conveys to the First Party an easement for any existing pipeline from the well head site to the property boundary of the First Party; to maintain and install all necessary water pipes to run from the water well site to the First Party's property line; to construct, improve, repair and maintain said pipeline, or it's replacement. Said easement shall not exceed a width of twenty four (24) feet, lying twelve feet on each side of the centerline of said existing pipeline and lying within a twelve (12) foot radius of the center of said existing water well. That the Parties hereto, or their agents, may pass over said easement and may cut and remove brush, trees and other obstructions which hinder the

1734450

maintenance or repair or improvement of said water well and it's facilities. That any man made improvement on the land of the Second Party, including but not limited to fences or shrubbery shall be returned to good repair when the repair or maintenance or improvement is completed. That the Second Party may not erect or cause to be erected any structure, other than a fence or shrubbery, which would hinder the First Party in the above endeavors.

Both the First and Second Parties shall jointly share in the cost to maintain, repair and replace any and all necessary equipment to keep the existing water well operating and functioning in good repair and condition at all times during this Agreement. That this Agreement binds the heirs, successors and assigns of both the First and Second Parties. That the interests of the First and Second Parties in this Agreement are deemed to run with the land and shall be considered a part of the respective properties. The maintenance, repair and replacement costs hereinbefore described shall be born at a ratio that is proportionate to the Party's water use. The Party's water use is to be determined by the installation of water meters on the respective lines of the Parties. The costs of electrical power to run said well are to also be apportioned in a similar manner.

That at the time construction begins of the property of the Second Party, said Party shall install, or cause to be installed the water meter for that property, that at the time of the sale or occupancy of the property of the First Party, said Party shall install, or cause to be installed a water meter for that property. At such time both water meters are installed, the Parties shall split the costs of the installation of an separate electric meter for pump use.

That the current water production of the well is sufficient for the uses of the Parties. That if either Party should need more water than the current water well configuration can produce, then the costs to improve said water well shall be completely born by the Party needing the

1734450

additional water. That neither Party shall use so much water so as to cause the other Party not to have access to 5 gallons per minute of water. That if either Party does not have access to 5 gallons of water per minute from said well, and the other Party is using more than 5 gallons per minute or more than one half of the total water being used, then such Party using more than 5 gallons per minute or more than one half the total water shall be deemed to need more water than the current configuration can produce and shall completely bear the costs to improve said water well and/or it's facilities. Further, that if either Party improves said well to produce additional water for it's own use, then said Party is entitled to all of the water over 5 gallons per minute that it has increased.

It is mutually agreed that the purpose and use of this well is for human consumption and therefore the Parties agree to not use any pesticides, fertilizers, toxins or animal feces within Twenty (20) feet of the well head. That each Party shall use good judgement and reasonable behavior in protecting the health concerns of the water well site.

That if either Party incurs any reasonable attorneys fees in order to protect their interests under this agreement, whether for negotiations, litigation or any other reasonable means, then the Party required to make repairs, maintenance or improvements to the water well shall also pay the aggrieved Party's attorneys fees.

This Agreement is the entire Agreement of the Parties and any and all modifications or addendums hereto shall be in a form similar to this Agreement and must be in writing.

FIRST PARTY

Nancy A. Edds Date 5-23-02
NANCY A. EDDS

SECOND PARTY

Shahid Khan 5-23-02
Shahid Khan Date 5-23-02

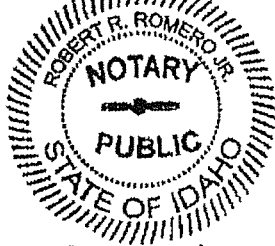
1734450

Brian F. Edds Date May/15/02
BRIAN F. EDDS

STATE OF IDAHO)
)SS
County of Kootenai)

On this 15 day of May, 2002, before me, a Notary Public in and for the State of Idaho, personally appeared Brian F. Edds, known to me or proven by satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL



[Signature]

Notary Public for the State of Idaho
Residing at: CSH

My Commission expires: 12-25-2005

STATE OF IDAHO)
)SS
County of Kootenai)

On this 23rd day of May, 2002, before me, a Notary Public in and for the State of Idaho, personally appeared Nancy A. Edds, known to me or proven by satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

WITNESS MY HAND AND OFFICIAL SEAL



[Signature]

Notary Public for the State of Idaho
Residing at: 207 HOLLAND

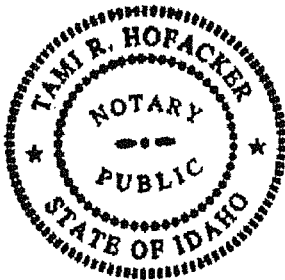
My Commission expires: 10/29/2002

1'734450

STATE OF IDAHO)
)SS
County of Kootenai)

On this 23RD day of May, 2002, before me, a Notary Public in and for the State of Idaho, personally appeared FRANK A. TRIANO AND *, known to me or proven by satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that they/~~he~~/she executed the same. * SARAH A. TRIANO

WITNESS MY HAND AND OFFICIAL SEAL




Notary Public for the State of Idaho
Residing at: 2147402411
My commission expires: 10/29/2002

1734450

STATE OF IDAHO } ss
COUNTY OF KOOTENAI }
AT THE REQUEST OF
PIONEER TITLE CO.

MAY 23 3 25 PM '02

DANIEL J. ENGLISH

DEPUTY
FEE \$

102158TH

WATER WELL AGREEMENT AND EASEMENT

COME NOW BRIAN F. EDDS and NANCY A. EDDS husband and wife, hereinafter called the "First Party" without regard to the singular or plural

and;

Frank A. & Sarah A. Triano, husband & wife hereinafter called the "Second Party" without regard to the singular or plural.

IT IS AGREED by and between the parties that they have reached an Agreement concerning the joint development of a water well and wish to recite their Agreement herein, to wit:

RECITAL:

THE PARTIES HERETO AGREE TO THE FOLLOWING FACTS AS CONCERNING THIS AGREEMENT, to wit:

1. The First Party is the owner of certain real property located in Kootenai County, State of Idaho, to wit:

The East 962 feet of the South half of the Southwest Quarter of Section 20, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho EXCEPT the South 1027.5 feet thereof.

ALSO EXCEPTING THEREFROM that certain Deed recorded April 9, 1929 in Book 93 of Deeds at Page 549, records of Kootenai County, Idaho.

WATER WELL AGREEMENT AND EASEMENT - 1

1734450

2. The Second Party is the owner of certain real property located in Kootenai County, State of Idaho, to wit:

The East 962 feet of the North 232.5 feet of the South 1027.5 feet of the South half of the Southwest Quarter of Section 20, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

EXCEPTING THEREFROM that certain Deed recorded April 9, 1929 in Book 93 of Deeds at Page 549, records of Kootenai County, Idaho.

3. That a water well to be jointly used by the parties hereto is located on the property herein described as the property of the Second Party.

4. That said well currently produces adequate water for domestic purposes of both of the properties.

5. That the parties hereto mutually agree to certain terms and conditions concerning said joint water well, which are contained in this Agreement.

AGREEMENT:

IT IS MUTUALLY AGREED that First Party and Second Party will jointly maintain and use a water well located on Second Party's real property. That for a valuable consideration, receipt of which is hereby acknowledged, the Second Party hereby grants and conveys to the First Party an easement for any existing pipeline from the well head site to the property boundary of the First Party; to maintain and install all necessary water pipes to run from the water well site to the First Party's property line; to construct, improve, repair and maintain said pipeline, or it's replacement. Said easement shall not exceed a width of twenty four (24) feet, lying twelve feet on each side of the centerline of said existing pipeline and lying within a twelve (12) foot radius of the center of said existing water well. That the Parties hereto, or their agents, may pass over said easement and may cut and remove brush, trees and other obstructions which hinder the

1734450

maintenance or repair or improvement of said water well and it's facilities. That any man made improvement on the land of the Second Party, including but not limited to fences or shrubbery shall be returned to good repair when the repair or maintenance or improvement is completed. That the Second Party may not erect or cause to be erected any structure, other than a fence or shrubbery, which would hinder the First Party in the above endeavors.

Both the First and Second Parties shall jointly share in the cost to maintain, repair and replace any and all necessary equipment to keep the existing water well operating and functioning in good repair and condition at all times during this Agreement. That this Agreement binds the heirs, successors and assigns of both the First and Second Parties. That the interests of the First and Second Parties in this Agreement are deemed to run with the land and shall be considered a part of the respective properties. The maintenance, repair and replacement costs hereinbefore described shall be born at a ratio that is proportionate to the Party's water use. The Party's water use is to be determined by the installation of water meters on the respective lines of the Parties. The costs of electrical power to run said well are to also be apportioned in a similar manner.

That at the time construction begins of the property of the Second Party, said Party shall install, or cause to be installed the water meter for that property, that at the time of the sale or occupancy of the property of the First Party, said Party shall install, or cause to be installed a water meter for that property. At such time both water meters are installed, the Parties shall split the costs of the installation of an separate electric meter for pump use.

That the current water production of the well is sufficient for the uses of the Parties. That if either Party should need more water than the current water well configuration can produce, then the costs to improve said water well shall be completely born by the Party needing the

1734450

additional water. That neither Party shall use so much water so as to cause the other Party not to have access to 5 gallons per minute of water. That if either Party does not have access to 5 gallons of water per minute from said well, and the other Party is using more than 5 gallons per minute or more than one half of the total water being used, then such Party using more than 5 gallons per minute or more than one half the total water shall be deemed to need more water than the current configuration can produce and shall completely bear the costs to improve said water well and/or it's facilities. Further, that if either Party improves said well to produce additional water for it's own use, then said Party is entitled to all of the water over 5 gallons per minute that it has increased.

It is mutually agreed that the purpose and use of this well is for human consumption and therefore the Parties agree to not use any pesticides, fertilizers, toxins or animal feces within Twenty (20) feet of the well head. That each Party shall use good judgement and reasonable behavior in protecting the health concerns of the water well site.

That if either Party incurs any reasonable attorneys fees in order to protect their interests under this agreement, whether for negotiations, litigation or any other reasonable means, then the Party required to make repairs, maintenance or improvements to the water well shall also pay the aggrieved Party's attorneys fees.

This Agreement is the entire Agreement of the Parties and any and all modifications or addendums hereto shall be in a form similar to this Agreement and must be in writing.

FIRST PARTY

Nancy A. Edds Date 5-23-02
NANCY A. EDDS

SECOND PARTY

Shahat Nawi 5-23-02
Shahat Nawi 5-23-02

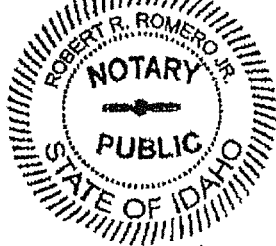
1734450

Brian F. Edds Date May/15/02
BRIAN F. EDDS

STATE OF IDAHO)
)SS
County of Kootenai)

On this 15 day of May, 2002, before me, a Notary Public in and for the State of Idaho, personally appeared Brian F. Edds, known to me or proven by satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL



[Signature]
Notary Public for the State of Idaho
Residing at: Cd H

My Commission expires: 12-25-2005

STATE OF IDAHO)
)SS
County of Kootenai)

On this 23rd day of May, 2002, before me, a Notary Public in and for the State of Idaho, personally appeared Nancy A. Edds, known to me or proven by satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

WITNESS MY HAND AND OFFICIAL SEAL



[Signature]
Notary Public for the State of Idaho
Residing at: 207 HOLLING

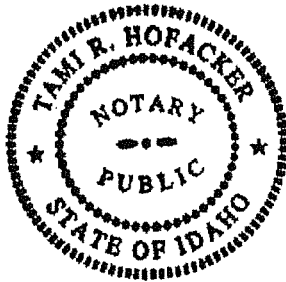
My Commission expires: 10/29/2002

1734450

STATE OF IDAHO)
)SS
County of Kootenai)

On this 23RD day of May, 2002, before me, a Notary Public in and for the State of Idaho, personally appeared FRANK A. TRIANO AND *, known to me or proven by satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that they/he/she executed the same. * SARAH A. TRIANO

WITNESS MY HAND AND OFFICIAL SEAL




Notary Public for the State of Idaho

Residing at: 2474 DOLAN

My commission expires: 10/29/2002

1734450

STATE OF IDAHO }
COUNTY OF KOOTENAI } ss
AT THE REQUEST OF
PIONEER TITLE CO.

MAY 23 3 25 PM '02

DANIEL L. ENGLISH

DEPUTY
FEES

102158TH

WATER WELL AGREEMENT AND EASEMENT

COME NOW BRIAN F. EDDS and NANCY A. EDDS husband and wife, hereinafter called the "First Party" without regard to the singular or plural

and;

Frank A. & Sarah A. Triano, husband & wife, hereinafter called the "Second Party" without regard to the singular or plural.

IT IS AGREED by and between the parties that they have reached an Agreement concerning the joint development of a water well and wish to recite their Agreement herein, to wit:

RECITAL:

THE PARTIES HERETO AGREE TO THE FOLLOWING FACTS AS CONCERNING THIS AGREEMENT, to wit:

1. The First Party is the owner of certain real property located in Kootenai County, State of Idaho, to wit:

The East 962 feet of the South half of the Southwest Quarter of Section 20, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho EXCEPT the South 1027.5 feet thereof.

ALSO EXCEPTING THEREFROM that certain Deed recorded April 9, 1929 in Book 93 of Deeds at Page 549, records of Kootenai County, Idaho.

WATER WELL AGREEMENT AND EASEMENT - 1

1734450

2. The Second Party is the owner of certain real property located in Kootenai County, State of Idaho, to wit:

The East 962 feet of the North 232.5 feet of the South 1027.5 feet of the South half of the Southwest Quarter of Section 20, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

EXCEPTING THEREFROM that certain Deed recorded April 9, 1929 in Book 93 of Deeds at Page 549, records of Kootenai County, Idaho.

3. That a water well to be jointly used by the parties hereto is located on the property herein described as the property of the Second Party.

4. That said well currently produces adequate water for domestic purposes of both of the properties.

5. That the parties hereto mutually agree to certain terms and conditions concerning said joint water well, which are contained in this Agreement.

AGREEMENT:

IT IS MUTUALLY AGREED that First Party and Second Party will jointly maintain and use a water well located on Second Party's real property. That for a valuable consideration, receipt of which is hereby acknowledged, the Second Party hereby grants and conveys to the First Party an easement for any existing pipeline from the well head site to the property boundary of the First Party; to maintain and install all necessary water pipes to run from the water well site to the First Party's property line; to construct, improve, repair and maintain said pipeline, or it's replacement. Said easement shall not exceed a width of twenty four (24) feet, lying twelve feet on each side of the centerline of said existing pipeline and lying within a twelve (12) foot radius of the center of said existing water well. That the Parties hereto, or their agents, may pass over said easement and may cut and remove brush, trees and other obstructions which hinder the

1734450

maintenance or repair or improvement of said water well and it's facilities. That any man made improvement on the land of the Second Party, including but not limited to fences or shrubbery shall be returned to good repair when the repair or maintenance or improvement is completed. That the Second Party may not erect or cause to be erected any structure, other than a fence or shrubbery, which would hinder the First Party in the above endeavors.

Both the First and Second Parties shall jointly share in the cost to maintain, repair and replace any and all necessary equipment to keep the existing water well operating and functioning in good repair and condition at all times during this Agreement. That this Agreement binds the heirs, successors and assigns of both the First and Second Parties. That the interests of the First and Second Parties in this Agreement are deemed to run with the land and shall be considered a part of the respective properties. The maintenance, repair and replacement costs hereinbefore described shall be born at a ratio that is proportionate to the Party's water use. The Party's water use is to be determined by the installation of water meters on the respective lines of the Parties. The costs of electrical power to run said well are to also be apportioned in a similar manner.

That at the time construction begins of the property of the Second Party, said Party shall install, or cause to be installed the water meter for that property, that at the time of the sale or occupancy of the property of the First Party, said Party shall install, or cause to be installed a water meter for that property. At such time both water meters are installed, the Parties shall split the costs of the installation of an separate electric meter for pump use.

That the current water production of the well is sufficient for the uses of the Parties. That if either Party should need more water than the current water well configuration can produce, then the costs to improve said water well shall be completely born by the Party needing the

1734450

additional water. That neither Party shall use so much water so as to cause the other Party not to have access to 5 gallons per minute of water. That if either Party does not have access to 5 gallons of water per minute from said well, and the other Party is using more than 5 gallons per minute or more than one half of the total water being used, then such Party using more than 5 gallons per minute or more than one half the total water shall be deemed to need more water than the current configuration can produce and shall completely bear the costs to improve said water well and/or it's facilities. Further, that if either Party improves said well to produce additional water for it's own use, then said Party is entitled to all of the water over 5 gallons per minute that it has increased.

It is mutually agreed that the purpose and use of this well is for human consumption and therefore the Parties agree to not use any pesticides, fertilizers, toxins or animal feces within Twenty (20) feet of the well head. That each Party shall use good judgement and reasonable behavior in protecting the health concerns of the water well site.

That if either Party incurs any reasonable attorneys fees in order to protect their interests under this agreement, whether for negotiations, litigation or any other reasonable means, then the Party required to make repairs, maintenance or improvements to the water well shall also pay the aggrieved Party's attorneys fees.

This Agreement is the entire Agreement of the Parties and any and all modifications or addendums hereto shall be in a form similar to this Agreement and must be in writing.

FIRST PARTY

SECOND PARTY

Nancy A. Edds Date 5-23-02
NANCY A. EDDS

Shahid Khan 5-23-02
Shahid Khan Date 5-23-02

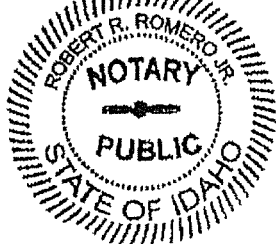
1734450

Brian F. Edds Date May/15/02
BRIAN F. EDDS

STATE OF IDAHO)
)SS
County of Kootenai)

On this 15 day of May, 2002, before me, a Notary Public in and for the State of Idaho, personally appeared Brian F. Edds, known to me or proven by satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL



[Signature]

Notary Public for the State of Idaho

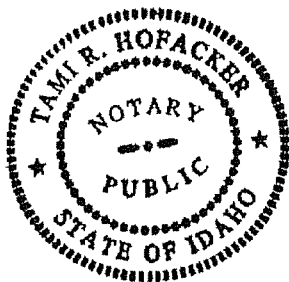
Residing at: CSH

My Commission expires: 12-25-2003

STATE OF IDAHO)
)SS
County of Kootenai)

On this 23rd day of May, 2002, before me, a Notary Public in and for the State of Idaho, personally appeared Nancy A. Edds, known to me or proven by satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

WITNESS MY HAND AND OFFICIAL SEAL



[Signature]

Notary Public for the State of Idaho

Residing at: 207 HOLLIS

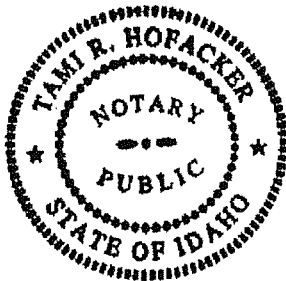
My Commission expires: 10/29/2002

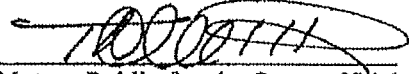
1734450

STATE OF IDAHO)
)SS
County of Kootenai)

On this 23RD day of May, 2002, before me, a Notary Public in and for the State of Idaho, personally appeared FRANK A. TZIANO AND *, known to me or proven by satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that they/~~he~~/she executed the same. * SARAH A. TZIANO

WITNESS MY HAND AND OFFICIAL SEAL




Notary Public for the State of Idaho

Residing at: 2177 DZUM

My commission expires: 10/29/2002