

EASEMENT

THIS EASEMENT AND AGREEMENT, made and entered into this 12th day of ~~June~~^{August}, 1963, by and between the COUNTY OF BENEWAH, IDAHO, acting by and through its Board of County Commissioners, hereinafter called "grantor" and RICHARD M. THOMAS, hereinafter called "grantee". That, in its reasonable discretion, WITNESSETH:

For and in consideration of Ten Dollars (\$10.00) and the covenants herein contained, the grantor does hereby give and grant unto grantee an easement to operate, use and maintain that certain fresh water spring which is located within and upon the County Road right-of-way between the:

Southwest Quarter (SW1/4) of Section Sixteen (16), and the Northwest Quarter (NW1/4) of Section Twenty-one (21), Township Forty-four (44) North, Range Five (5) West Boise Meridian, Benewah County, Idaho,

including the right to place, maintain and operate a pipe line from said spring to the residence of grantee and to use water therefrom.

In further consideration for the granting of this easement, grantee hereby covenants and agrees that he will exercise his rights hereunder in a manner which will in no way interfere with the use, operation and maintenance of said County Road or result in the obstruction of traffic thereon.

Except as hereinafter set forth, this easement shall be perpetual.

It is mutually agreed that in the event of any violation of the foregoing covenants on the part of grantee,

SCANNED
DEC 16 2010