

GRANT OF EASEMENT, WATER SHARE AND JOINT USE AGREEMENT

THIS INSTRUMENT made and entered into by DONALD P. HERMAN and JUDY H. HERMAN, husband and wife, hereinafter referred to as "HERMAN," of W. 2763 Valhalla Road, Coeur d'Alene ID 83814.

WHEREAS, HERMAN is the owner of certain real property located in the County of Kootenai, State of Idaho, more particularly described as:

HERMAN PARCEL 2 - SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE FULLY INCORPORATED HEREIN.

HERMAN PARCEL 3 - SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE FULLY INCORPORATED HEREIN.

WHEREAS, there is presently a well and water transmission lines which are located on the real property described above as the HERMAN PARCEL 2, which is more particularly described as follows:

HERMAN PARCEL 2 - SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE FULLY INCORPORATED HEREIN.

The location of the well and water transmissions lines are generally depicted on Exhibit "C" attached hereto and by reference fully incorporated herein. It is necessary that this instrument be made a matter of record to establish the rights, interests, and further responsibilities of each parcel owner as it concerns the maintenance, repair and use of the well, pump, and water transmission line to the owners of the property described as **HERMAN PARCEL 2** and **HERMAN PARCEL 3**.

NOW THEREFORE, it is hereby established as follows:

1. Well. An easement is hereby granted, conveyed and reserved for the use of the well, and water system located on the real property described herein as the **HERMAN PARCEL 2**, more particularly described in Exhibit "A" and by reference fully incorporated herein. The well described herein shall be used for the exclusive use of the **HERMAN PARCEL 2** and the **HERMAN PARCEL 3**, described herein. The well and pump are located on the **HERMAN PARCEL 2** and their location is generally depicted in the schematic marked as Exhibit "C" attached hereto and by reference fully incorporated herein. The owner of **HERMAN PARCEL 3** shall be entitled to an

undivided fifty percent (50%) interest in the well and the owner of **HERMAN PARCEL 2** shall be entitled to an undivided fifty percent (50%) interest in the well. Use of the well and the water system cannot be expanded to other properties or other uses as limited by this agreement without written consent of all of the owners of the **HERMAN PARCEL 2** and **HERMAN PARCEL 3**. In the event there is any shortage of water which requires any rationing and/or limitations to be placed on the well, the same shall be proportionate to said ownership. This easement shall be appurtenant to the property described as **HERMAN PARCEL 2** and **HERMAN PARCEL 3** and shall run with the land.

2. Well, Pump, and Water Transmission Line Easement. An easement is hereby granted, conveyed, established and reserved twenty-five (25) feet around the well and pump, in their present location, for the placement, maintenance and repair of the well and pump, on the **HERMAN PARCEL 2**. Said easement location is generally depicted in the schematic marked as Exhibit "C" attached hereto and by reference fully incorporated herein.

An easement is also granted, conveyed, established and reserved for the installation, maintenance and repair of the water transmission line from the well and pump to the **HERMAN PARCEL 3**. The centerline location of the easement for the water transmission line is from the well in its present location on **HERMAN PARCEL 2** bearing S. 70° W. for approximately thirty-four feet (34') to the east boundary line of **HERMAN PARCEL 3**. Said easement is generally depicted in the schematic marked as Exhibit "C" and shall be seven and one-half (7 ½) feet in width on either side of the water line, for a total of fifteen (15) feet in width.

An easement is also granted, conveyed, established and reserved to provide access to said easement for necessary repairs and maintenance to the water transmission line.

All easements described in this paragraph 2 shall be appurtenant to the property described as **HERMAN PARCEL 2** and **HERMAN PARCEL 3**, and shall run with the land.

3. Costs. All costs for the maintenance and repair of the well, including the pump, shall be shared equally with the owners of the **HERMAN PARCEL 2** being responsible for fifty percent (50%) of the costs and the owners of the **HERMAN PARCEL 3** being responsible for fifty percent (50%) of the costs. The owner of **HERMAN PARCEL 3** shall not be responsible for any costs for the maintenance and repair of the well, including the pump, until such time as **HERMAN PARCEL 3** hooks up to the well. Each parcel owner shall be responsible for the maintenance and repair of their

2. GRANT OF EASEMENT, WATER SHARE AND JOINT USE AGREEMENT

SCANNED

APR 12 2010

own water transmission line and from the well. Once use of the water has started, the responsibility for payment of costs shall continue, regardless of any discontinuance of use by a parcel thereafter.

4. Electricity. All electricity for the well and pump shall be shared evenly and be the responsibility of all of the parcel owners, once **HERMAN PARCEL 3** hooks up to the well. Presently the owner of the **HERMAN PARCEL 2** is being billing for the electricity for the well with the electricity bill for their residence. The owner of the **HERMAN PARCEL 3** shall pay their proportionate share of the electricity bill for the well to the owner of **HERMAN PARCEL 2** so long as the electricity for the well continues to be billed with the electricity bill for the residence on the **HERMAN PARCEL 2** and after **HERMAN PARCEL 3** hooks up to the well. Said payment shall be made on or before the 15th of each month after a copy of the electricity bill is presented to the owner of **HERMAN PARCEL 3**.

In the event that a separate electrical meter is installed for the well, the parcel owner being billed for the electricity agrees to provide a copy of the electric bill promptly to the other owner. Each owner agrees to pay for electric costs billed within ten (10) days of receipt of the billing for the electricity. The parties shall share equally in the costs of the installation of any separate electrical meter in accordance with the terms of this agreement.

5. Hookup Costs. All costs to hook onto the system shall be borne by the individual parcel owners. Any costs for the continued maintenance and repair of the water transmission line from the well, including individual holding tanks, as is constructed to the individual parcels shall be the responsibility of the individual parcel owners. Any such hook up shall be done and maintained in such a manner as to not permit any back flow contamination of the well at any time.

6. Use. Use of the water shall not be disproportionate to the other users. Use of the water shall be limited to use for one (1) household and guest home for each parcel. The water shall only be used for domestic use, lawn irrigation, garden and pets and not for any agricultural use (small gardens excluded) and not commercial crop or livestock operations. No animals shall be pastured within one hundred (100) feet of the well.

7. Default. In the event any owner fails to pay their share of the costs for the repair and maintenance of the well, within ten (10) days after written demand from the other parcel owner, then in that event, their right to use the well can be terminated until such time as all costs

3. GRANT OF EASEMENT, WATER SHARE AND JOINT USE AGREEMENT

SCANNED
APR 12 2010

and expenses have been reimbursed, plus interest at a rate of eighteen percent (18%) per annum to be calculated thirty (30) days after the first written demand for contribution has been made.

Furthermore, in the event the nonpayment should continue, a lien right is hereby established and the other owners shall have the right to file and record a claim of lien and to foreclose the lien on the individual tract as a mortgage under the laws of the State of Idaho. Any and all costs and attorney's fees incurred resulting from said default shall be paid by the defaulting party.

8. Attorney's fees. In the event any legal action is necessitated for the enforcement of the terms of this agreement attorney's fees and costs shall be allowed to the prevailing party.

DATED THIS ____ day of _____, 2002.

DONALD P. HERMAN

JUDY H. HERMAN

STATE OF IDAHO)
).ss
County of Kootenai)

On this ____ day of _____, 2002 before me, _____ a
Notary Public for the State of Idaho, personally appeared DONALD P. HERMAN and JUDY H.
HERMAN known or identified to me to be the persons whose names are subscribed to the
foregoing instrument and acknowledged to me that they executed the same.

Notary Public for Idaho
Residing in:
Commission expires:

4. GRANT OF EASEMENT, WATER SHARE AND JOINT USE AGREEMENT

SC. 100
APR 12 2002

Schedule A
COMMITMENT

Pioneer Title Company of Kootenai County
100 Wallace Avenue
Coeur d'Alene, ID 83814
(208) 664-8254/Fax (208) 664-9479
Title Officer: Liz Nelson
Escrow Officer: Nadine Cooper

Order No. 103537

EXHIBIT A

PARCEL I:

A parcel of land in the Northeast Quarter of the Northwest Quarter of Section 11, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, State of Idaho, described as follows:

BEGINNING at the North Quarter corner of said Section 11; thence

Along the North line of the Northwest Quarter South $88^{\circ}31'50''$ West, 678.00 feet to an iron rod, which is the TRUE POINT OF BEGINNING; thence

Continuing South $88^{\circ}31'50''$ West, 414.70 feet to an iron rod; thence

South $36^{\circ}45'$ East, 789.24 feet to an iron rod; thence

North $41^{\circ}19'10''$ East, 55.00 feet to an iron rod; thence

North $65^{\circ}40'20''$ East, 244.31 feet to an iron rod; thence

North $32^{\circ}17'10''$ West, 592.69 feet to an iron rod on the North line of the Northwest Quarter, which was the TRUE POINT OF BEGINNING.

PARCEL II:

TOGETHER with an easement for ingress and egress the center line of an access road in the Northwest Quarter of Section 11, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, State of Idaho, described as follows:

BEGINNING at a point on the center line of the County road, that point being South $24^{\circ}39'50''$ West, 1673.30 feet from the North Quarter corner of the section; thence

North $29^{\circ}03'15''$ East, 40.36 feet to a point; thence

North $55^{\circ}33'$ East, 58.48 feet to a point; thence

North $41^{\circ}28'45''$ East, 101.93 feet to a point; thence

North $18^{\circ}11'$ East, 273.52 feet to a point; thence

EXHIBIT A
PAGE 1 OF 2



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North 49°49'40" East, 124.93 feet to a point; thence
North 12°04'30" East, 75.40 feet to a point; thence
North 59°04'50" West, 97.77 feet to a point; thence
South 74°02'50" West, 107.80 feet to a point; thence
South 55°22'50" West, 186.14 feet to a point; thence
South 57°44'10" West, 161.02 feet to a point; thence
South 88°35' West, 139.99 feet to a point; thence
North 71°47'50" West, 126.21 feet to a point; thence
North 36°30'30" West, 179.45 feet to a point; thence
North 2°06'50" West, 70.30 feet to a point; thence
North 14°55'10" East, 196.34 feet to a point; thence
North 29°34'30" East, 91.48 feet to a point; thence
Crossing the West line of Lot 3 North 53°50'30" East, 242.44 feet to a point; thence
Crossing the West line of Lot 2 North 27°18'30" East, 197.77 feet to a point; thence
North 45°58'10" East, 199.04 feet to a point; thence
North 70°15'30" East, 62.71 feet to a point; thence
Crossing the West line of Lot 1 South 78°57'50" East, 75.98 feet to a point; thence
South 58°29'40" East, 184.46 feet to a point at the end of the road.
Total length of the road, 2993.52 feet.

As recorded July 18, 1979 as Instrument No. 812734, Book 300 at Page 478.

3539
ALTA Commitment Form

Schedule A page 3 of 3 page(s)

EXHIBIT A
PAGE 2 OF 2



APR 12 2000

EXHIBIT 8

Parcel 3

A parcel of land in the Northeast quarter of the Northwest quarter of Section 11, Township 49 North, Range 4 W.B.M., Kootenai County, State of Idaho, described as follows:

Beginning at the North quarter corner of said Section 11; thence

Along the North line of the Northwest quarter, South $88^{\circ}31'50''$ West, 1092.70 feet to an iron rod, which is the True Point of Beginning; thence

Continuing South $88^{\circ}31'50''$ West, 242.74 feet to an iron rod at the Northwest corner of the Northeast quarter of the Northwest quarter; thence

South $31^{\circ}32'40''$ East, 994.71 feet to an "X" mark on the rock; thence

North $41^{\circ}06'55''$ East, 63.07 feet to an iron rod; thence

North $41^{\circ}19'15''$ East, 231.75 feet to an iron rod; thence

North $36^{\circ}45'$ West, 789.24 feet to an iron rod on the North line of the Northwest quarter, which was the True Point of Beginning.

TOGETHER with an easement for ingress and egress the center line of an access road in the Northwest quarter of Section 11, Township 49 North, Range 4 W.B.M., Kootenai County, State of Idaho, described as follows:

Beginning at a point on the center line of the County Road, that point being South $24^{\circ}39'50''$ West, 1673.30 feet from the North quarter corner of the section; thence

North $29^{\circ}03'15''$ East, 40.36 feet to a point; thence

North $55^{\circ}33'$ East, 58.48 feet to a point; thence

North $41^{\circ}28'45''$ East, 101.93 feet to a point; thence

North $18^{\circ}11'$ East, 273.52 feet to a point; thence

North $49^{\circ}49'40''$ East, 124.93 feet to a point; thence

North $12^{\circ}04'30''$ East, 75.40 feet to a point; thence

North $59^{\circ}04'50''$ West, 97.77 feet to a point; thence

South $74^{\circ}02'50''$ West, 107.80 feet to a point; thence

South $55^{\circ}22'50''$ West, 186.14 feet to a point; thence

South $57^{\circ}44'10''$ West, 161.02 feet to a point; thence

continued . . .

EXHIBIT
PAGE 1

OF 21

SCANNED
APR 12 2010

Page 2

EXHIBIT B

South 88°35' West, 139.99 feet to a point; thence
North 71°47'50" West, 126.21 feet to a point; thence
North 36°30'30" West, 179.45 feet to a point; thence
North 2°06'50" West, 70.30 feet to a point; thence
North 14°55'10" East, 196.34 feet to a point; thence
North 29°34'30" East, 91.48 feet to a point; thence
Crossing the West line of Lot #3 North 53°50'30" East, 242.44 feet to a
point; thence
Crossing the West line of Lot #2 North 27°18'30" East, 197.77 feet to a
point; thence
North 45°58'10" East, 199.04 feet to a point; thence
North 70°15'30" East, 62.71 feet to a point; thence
Crossing the West line of Lot #1 South 78°57'50" East, 75.08 feet to a
point; thence
South 58°29'40" East, 184.46 feet to a point at the end of the road;
Total length of the road, 2993.52 feet.

EXHIBIT B
PAGE 2 OF 2

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APR 12 2000

SCANNED
APR 12 2010

