

1161949

EASEMENT

THIS EASEMENT FOR WATER AND WATER WORKS is made and entered into this 21st day of September, 1989, by and between J D LUMBER, INC., an Idaho Corporation, of Post Office Box 55, Priest River, Idaho 83856, hereinafter "Grantor", and ARMIN O. ZAHN, et. ux., of Post Office Box 2128, Coeur d'Alene, Idaho 83814, hereinafter "Grantee";

WITNESSETH:

I.

Grantor is the owner of the property that is described as follows:

The Southeast Quarter of the Southeast Quarter of Section 4; and the South Half of the Northeast Quarter; and the West Half of the Southeast Quarter; and the Northeast Quarter of the Northeast Quarter of Section 9, Township 48 North, Range 1 West of the Boise Meridian, Kootenai County, Idaho;

all further references, as used herein, to "Grantor's property", shall refer to the above.

II.

Grantee is the owner of certain real property in the East Half of the East Half of the Northwest Quarter and the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 9, Township 48 North, Range 1 West of the Boise Meridian, Kootenai County, Idaho, hereinafter referred to as "Grantee's property".

III.

The parties recite that Grantor purchased its above-described property from the United States Government, which property lies adjacent to and contiguous to Grantee's property. Historically, Grantee and Grantee's predecessors-in-interest, had appropriated certain underground spring water, pursuant to a Special Use Permit between Grantee, Grantee's predecessors-in-interest, and the United States Department of Agriculture, Forest Service. The appropriation by Grantee under the Forest Service Special Use Permit included a domestic water source with feeder pipeline and cement reservoir with 4 inch wooden pipeline and the right to maintain, repair and replace said line and reservoir upon a parcel of Grantor's property constituting approximately 1/10 of an acre. The purpose of this Easement is to insure the continued permanent access and use to said water source and pipeline by Grantee to the extent of Grantee's historical appropriation and use.

IV.

Grantor hereby grants unto Grantee an appurtenant easement, to run with the land, to the existing waters, water source,

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THIS INSTRUMENT FILED FOR RECORD BY
FIRST AMERICAN TITLE COMPANY AS AN
ACCOMMODATION. IT HAS NOT BEEN
EXAMINED AS TO ITS EXECUTION OR AS
TO ITS AFFECT UPON THE TITLE.

SCANNED

"EXHIBIT A", which is attached hereto and incorporated by this reference.

V.

This Easement shall include the right to maintain, repair and replace the reservoir and waterlines with reservoir's catch basins and pipelines commensurate with the size and capacity now existing at the time of the execution of this agreement.

VI.

In the event that Grantee or Grantee's assigns or those claiming under Grantee's rights in this Easement, maintain, replace or repair the existing reservoir and pipelines, they shall do so in a good and workmanlike manner and not cause waste or nuisance to Grantor's property.

VII.

The parties understand and agree that by this grant of easement, Grantor does not guarantee or warrant the quantity or quality of Grantee's water source as described herein.

VIII.

Grantee shall pay unto Grantor, THIRTY DOLLARS (\$30.00) per year, as good and valuable consideration for this conveyance and agreement, RECEIPT OF WHICH FIRST YEAR'S CONSIDERATION IS HEREBY ACKNOWLEDGED BY GRANTOR'S EXECUTION OF THIS AGREEMENT AS IN HAND PAID.

IX.

It is further understood and agreed and disclosed between the parties hereto, that this grant and easement is appurtenant, permanent, runs with the land and may be conveyed by Grantee to Grantee's successors-in-interest, unless the same is formally terminated, abandoned or unless Grantee or its successors-in-interest are in breach hereof.

X.

This Easement shall be binding upon the parties hereto, their heirs, agents and assigns.

XI.

Unless some other meaning and intent is apparent from the context, the plurals shall include the singular and vice versa, and masculine, feminine and neuter pronouns shall be used interchangeably.

GRANTOR:

J D LUMBER, INC.

Art Bews - Forester
Authorized Agent

GRANTEE:

Armin O. Zahn
Armin O. Zahn

ATTEST:

Darwin [Signature]
Vice President/Secretary

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SEAL

IDAHO 1980

SCANNED

APR 02 2015

County of Bonner) : SS

On this 21 day of September, 1989, before me, the undersigned, a Notary Public in and for said state, personally appeared Art Bews and David Slaughter, known or identified to me to be the Authorized Agent and Vice President/Secretary, of the corporation that executed the instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Nicholas W. Lammann
Notary Public - State of Idaho
Residing at Priest River, therein.
My commission expires: Nov 1, 1991

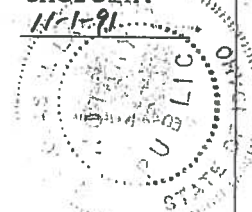


STATE OF IDAHO,)
County of Kootenai.) : SS

On this 21 day of September, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Armin O. Zahn, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Nicholas W. Lammann
Notary Public - State of Idaho
Residing at Priest River, therein.
My commission expires: Nov 1, 1991



STATE OF IDAHO }
COUNTY OF KOOTENAI } SS

AT THE REQUEST OF
First American Title Company

At 50 minutes past 2 o'clock PM

Shirley Deitz
SEP 27 1989

By Nancy Thresh
Deputy

Fee \$ 12.00
Date

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