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FAX TRANSMITTAL FORM

To: Craig Faxton

From: George Wine

Date Sent: 06/30/2015

CC:

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(including Cover Sheet)

Message:

Water Rights Agreement and Easements. Thanks Craig

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6/28/90**WATER RIGHTS AGREEMENT AND EASEMENTS**

THIS AGREEMENT AND GRANT OF EASEMENTS, made and entered into this 27th day of June, 1990, by and between KEITH G. WILSON and WENDY M. WILSON, husband and wife, of Route 1, Box 23B, St. Maries, Benewah County, Idaho, herein called "Grantors", and LOUIS G. WILSON and EVELYN G. WILSON, husband and wife, of Route 1, Box 23B, St. Maries, Benewah County, Idaho, herein called "Grantees".

WITNESSETH:

That the parties hereto own certain parcels of real property, identified and described in addendum to this instrument as hereafter set forth; the respective properties are now served by a spring and water source located on certain other property owned by Grantors (likewise described on addenda as hereafter set forth), and the parties now wish to settle and agree concerning the future status and use of said spring and water source, and assure the application and use of water therefrom for the benefit of respective parcels now owned by Grantors and Grantees, and in this connection, the parties hereto covenant and agree as follow:

1. Grantors, Keith G. Wilson and Wendy M. Wilson, are the owners of a tract of real property where the spring and water source referred to is located, said spring being in the northerly portion of said tract of land. The real

property where said spring is located owned by Grantors as aforesaid, shall hereafter be referred to as Parcel No. 1, and a legal description thereof is attached hereto marked Exhibit "A" and made a part of this instrument by reference the same as if set forth at length in this paragraph.

2. Grantors, Keith G. Wilson and Wendy M. Wilson, are likewise the owner of a tract of land lying generally north and east of the spring located on Parcel No. 1, which tract is to receive domestic water from the spring and water source on Parcel No. 1, according to the further terms hereof; Grantors' property thus serviced and to be serviced by said spring and water source, is described herein as Parcel No. 2, and a legal description of said Parcel No. 2 is attached hereto and incorporated herein the same as if set forth at length in this paragraph. House and outbuildings are located on said Parcel No. 2.

3. Grantees herein, Louis G. Wilson and Evelyn G. Wilson, are the owners of a tract of land which partially borders upon, in the northeasterly portion thereof, Parcel No. 2. The tract of land owned by Grantees is likewise served and to be served by the spring and water source, according to the further provisions of this easement and agreement. The parcel of land owned by Grantees shall hereafter be called Parcel No. 3, and a legal description thereof is attached hereto and incorporated herein by

reference the same as if set forth at length in this instrument.

Now, in consideration of the mutual covenants and agreements and recitals hereof, the undersigned grant, covenant and agree as follows:

With respect to the spring and water source located in the northerly portion of Parcel No. 1, the undersigned Grantors do grant and convey easement, unto the owners of Parcel No. 2 (now owned by Grantors), and unto the owners of Parcel No. 3 (now owned by Grantees), an easement for the use of said described spring located on Parcel No. 1, and the owners of said tracts 2 and 3 shall have the right to the use of such spring for purpose of providing of domestic water unto the houses located on Parcels 2 and 3. No right to use of water for irrigation purposes is conferred herein. The use is for household purposes only.

Said owners of Parcels 2 and 3 respectively shall have and are granted an easement for the use of such spring, including the right to maintain and improve the same, and they shall have a right of ingress and egress thereto for this purpose; they shall further have and are hereby granted an easement for water line leading to and from said spring and water source in a general northwesterly direction to its point of entry into Parcel No. 2, this easement to confer the right to inspect and to replace such pipe or conduit from time to

time as required in connection with maintenance, repair and upkeep of the spring and of the pipeline.

The Grantors herein, as owners of Parcel No. 2, grant and convey unto Grantees, as owners of Parcel No. 3, an easement over, along and across Parcel No. 2, and particularly along the northerly portion thereof, where the pipeline is now located, for the purpose of having and maintaining pipeline running from the point of intersection of the initial pipeline with the westerly boundary of said Parcel No. 2, and running in a general northeasterly direction, to the point of entry into the southwesterly portion of Parcel No. 3. Grantees, as beneficial owners of such easement, shall have the right to enter upon Parcel No. 2 to inspect, repair or replace said pipeline, in order to keep the same functional for the transporting of water granted herein unto Parcel No. 3, so that said owners of Parcel No. 3 shall have an easement both along and across Parcel No. 2 and Parcel No. 1, as well as the right to the use of the spring and spring waters as above set forth.

It is understood and agreed that from the point of intersection of the original pipeline running from the spring in Parcel No. 3 to the southwesterly boundary line of Parcel No. 2, there will be two pipelines carrying water from such location unto the respective parcels, and the grant of the water herein contained, and the water rights, shall be coequal

as between the owners of Parcel No. 2 (now Grantors themselves), and the owners of Parcel No. 3. Said owners shall work cooperatively in the upkeep and maintenance of both the spring source itself and the pipelines and conduits herein referred to, sharing the expense on an equal basis of upkeep of the spring, and sharing in upkeep, maintenance and replacement of all facilities used in common by the owners of Parcel No. 2 and Parcel No. 3. The owner of Parcel No. 3 shall pay the power bill for electrical power for the pump, which pumps water over the spring source.

The rights and obligations conferred hereby, shall run with the land, and subsequent holders of title or right to possession of Parcels No. 1, 2 or 3 shall receive the same subject to the rights, burdens and obligations above set forth.

The Grantors herein make no guarantee or representation with respect to the spring and water source the subject of this agreement and the easements contained herein, concerning the volume of water produced by such spring, either at the time of the execution of this document, or at any future time, nor any guarantees or representations respecting the condition or quality of any existing facilities.

Grantors do agree and represent that they have good title and lawful authority to enter into this agreement, and to grant the easements and rights herein granted benefiting

Parcels No. 2 and 3.

IN WITNESS WHEREOF, the parties have hereunto set
their hands and seals on the day and year first above written.

/s/
KEITH G. WILSON

/s/
WENDY M. WILSON

Grantors

/s/
LOUIS G. WILSON

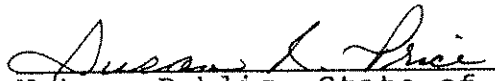
/s/
EVELYN G. WILSON

Grantees

STATE OF IDAHO)
 : ss.
County of Benewah)

On this 27th day of June, 1990, before me the undersigned, a Notary Public in and for the said State, personally appeared KEITH G. WILSON and WENDY M. WILSON, husband and wife, known to me to be the persons whose names are subscribed to the above and foregoing WATER RIGHTS AGREEMENT AND EASEMENTS, and acknowledged to me that they executed the same.

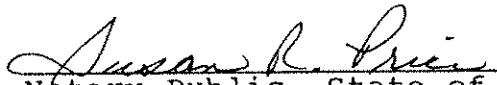
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.


Notary Public, State of Idaho
Residing at: St. Maries
Commission expires: 12/05/94 11-17-94

STATE OF IDAHO)
 : ss.
County of Benewah)

On this 27th day of June, 1990, before me the undersigned, a Notary Public in and for the said State, personally appeared LOUIS G. WILSON and EVELYN G. WILSON, husband and wife, known to me to be the persons whose names are subscribed to the above and foregoing WATER RIGHTS AGREEMENT AND EASEMENTS, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.


Notary Public, State of Idaho
Residing at: St. Maries
Commission expires: 12/05/94 11-17-94

PARCEL NO. 1: (Property owned by Grantors, Keith G. Wilson and Wendy M. Wilson, where spring is located.)

A parcel in the South Half of the Southwest Quarter (S 1/2 SW 1/4) and the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section Twenty (20), Township Forty-six (46) North, Range Two (2) West, Boise Meridian. The boundary of this parcel is described as:

Beginning at a point on the north-south centerline of said Section Twenty (20), from which point the South 1/4 Corner of said section bears S 00°08'45" E - 1,040.85 feet. Running thence N 54°44'30" E a distance of 448.99 feet to a point on the north line of said Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4); thence S 89°40'15" W, along said north line, a distance of 244.18 feet; thence S 30°41'45" E a distance of 85.53 feet; thence S 50°11'30" W a distance of 263.70 feet; thence N 88°56'30" W a distance of 227.96 feet; thence S 72°03'45" W a distance of 194.28 feet; thence N 44°09'15" W a distance of 410.43 feet to a point on the southeasterly right-of-way boundary of the Cherry Creek County Road (said right-of-way boundary runs parallel to and 25 feet offset southeasterly from the centerline of said road); thence S 47°43'30" W, along said right-of-way boundary, a distance of 228.11 feet; thence S 70°39'30" W, along said right-of-way boundary, a distance of 287.85 feet; thence S 54°54'30" W, along said right-of-way boundary, a distance of 275.56 feet; thence S 21°23'30" E a distance of 442.81 feet; thence N 65°48'30" E a distance of 1323.00 feet to the point of beginning. Enclosing an area of 11.48 acres.

PARCEL NO. 2: (Property owned by Grantors, Keith G. Wilson and Wendy M. Wilson.)

A parcel in the East Half of the Southwest Quarter (E 1/2 SW 1/4) and the West Half of the Southeast Quarter (W 1/2 1/4 SE 1/4) of Section Twenty (20), Township Forty-six (46) North, Range Two (2) West, Boise Meridian. The boundary of said parcel is described as:

Beginning at a point from which the Southwest Corner of said Section Twenty (20) bears S 60°22'15" West - 2,402.84 feet. Running thence North 45°48'15" East, a distance of 705.84 feet; thence South 30°44'15" East, a distance of 464.19 feet; thence South 50°09'00" West, a distance of 263.70 feet; thence North 88°59'00" West, a distance of 227.96 feet; thence South 72°01'15" West, a distance of 194.28 feet; thence North 44°11'45" West, a distance of 183.88 feet to the point of beginning. Enclosing an area of 5.42 acres.

EXCEPTING THEREFROM the following described tract:

A parcel in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) and the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section Twenty (20), Township Forty-six (46) North, Range Two (2) West Boise Meridian. Also being a portion of Tax No. 893 described in a deed recorded in Book 100, Page 10866. The boundary of this parcel is described as:

Beginning at a point on the northeasterly boundary of said Tax No. 893, from this point the southeast corner of said Northwest Quarter Southeast Quarter (NW 1/4 SE 1/4) bears S 31°19'15" E - 323.60 feet and N 89°24'30" E - 1,162.83 feet. This

point is also the centerline of a roadway easement. Running thence N $31^{\circ}19'15''$ W a distance of 84.88 feet to the northwest corner of said Tax No. 893; thence S $45^{\circ}13'15''$ W a distance of 147.22 feet; thence N $89^{\circ}09'00''$ E a distance of 151.86 feet to the point of beginning. Enclosing an area of 0.14 acres.

PARCEL NO. 3: (Tract owned by Grantees, Louis G. Wilson and Evelyn G. Wilson)

A parcel in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) and the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section Twenty (20), Township Forty-six (46) North, Range Two (2) West, Boise Meridian. The boundary of said parcel is described as:

Beginning at a point on the south line of said NW 1/4 SE 1/4, from this point the southeast corner of said NW 1/4 SE 1/4 bears N 89°24'30" E - 504.46 feet, said point also being the southwest corner of Tax No. 944 recorded in an Escrow Sales Agreement in Book 154, Page 5354 in Benewah County. Running thence N 15°11'00" E, along the boundary of Tax No. 944, a distance of 361.44 feet; thence N 58°28'30" E, along the boundary of Tax No. 944 and the thread of Cherry Creek, a distance of 147.55 feet; thence N 19°16'15" E, along the boundary of Tax No. 944 and the thread of Cherry Creek, a distance of 107.29 feet to a point on the southwesterly right-of-way boundary of State Highway No. 5; thence N 48°25'45" W, along said highway right-of-way boundary (said right-of-way boundary runs parallel to and 40 feet offset southwesterly from the centerline of said highway), a distance of 264.90 feet; thence along said right-of-way boundary on a 1,472.50 foot radius curve right, concave to the northeast, through a central angle of 12°34'57", an arc distance of 323.37 feet. The chord of this curve segment bears N 42°08'15" W - 322.72 feet to the northeast corner of Tax No. 540-B as described in Book 100, Page 1559; thence S 44°51'00" W, along the easterly boundary of said Tax No. 540-B, a distance of 152.63 feet; thence S 36°16'00" W, along the easterly boundary of Tax No. 540-B and 541,

a distance of 145.66 feet; thence S 47°18'00" W, along the easterly boundary of Tax No. 541, a distance of 212.23 feet; thence N 16°14'00" W, along the westerly boundary of Tax No. 541, a distance of 149.24 feet to a point on the southeasterly right-of-way boundary of the Cherry Creek County Road; thence S 61°42'45" W, along said road right-of-way (said right-of-way boundary runs parallel to and 25 feet offset from the centerline of said road as it currently exists), a distance of 612.04 feet to the northwest corner of Tax No. 894; thence S 31°19'15" E, along the northeasterly boundary of Tax No. 894, a distance of 219.58 feet to the southeast corner of Tax No. 894 and a point on the northwesterly boundary of Tax No. 893; thence N 78°09'00" E, across a portion of Tax No. 893, a distance of 151.86 feet to a point on the northeasterly boundary of Tax No. 893 and the centerline of a roadway easement; thence S 31°19'15" E, along the northeasterly boundary of Tax No. 893, a distance of 323.60 feet to a point on the south boundary of said NW 1/4 SE 1/4; thence N 89°24'30" E, along said south boundary, a distance of 658.37 feet to the point of beginning. Enclosing an area of 16.48 acres.

Subject to and together with an easement for the right of ingress and egress along a roadway 30 feet in width, the centerline of this roadway is described as: Beginning at a point on the northeasterly boundary of said Tax No. 893, from which point the southeast corner of the NW 1/4 SE 1/3 bears S 31°19'15" E - 323.60 feet and N 89°24'30" E - 1,162.83 feet. Running thence the following courses:

1. N 45°45'00" E - 160.42 feet;
2. N 58°07'00" E - 145.93 feet;
3. N 38°32'00" E - 139.78 feet;
4. N 47°18'00" E - 212.53 feet;
5. N 36°16'00" E - 146.00 feet;
6. N 44°51'00" E - 149.04 feet,

to a point on said southwesterly right-of-

way boundary of State Highway No. 5.

The above described non-exclusive easement right is to perpetually run with and serve Tax No. 893 as described in Book 100, Page 10866, and/or adjoining lands.

Note: To equate the bearings in the above description and roadway easement to the record descriptions of Tax Numbers 540-B, 541, 893 and 894, rotate the record bearings $00^{\circ}34'00''$ counterclockwise.