

RECORD OF SURVEY

of a portion of
Lot 9 of Sylvia's Haven
Sec. 7, Twp. 46 N., Rq. 2 W., B.M.
 Benewah County, Idaho

Date: April, 1968

Scale: 1" = 50'

LEGEND

- Lot Corner Set Prior Survey
- Old Street Right-of-Way
- Property Corner of This Survey
- (Previously Set Marker)
- Existing Fence

SURVEYOR'S CERTIFICATE

I, David S. Nelson, a Professional Land Surveyor in and for the State of Idaho, do hereby certify that the foregoing is a true and correct copy of the original field notes and computations of the survey of Lot 9 of Sylvia's Haven, Benewah County, Idaho, as shown on the attached plat, and that the same was made by me or under my direct supervision and in accordance with the laws and regulations governing the practice of land surveying in the State of Idaho.



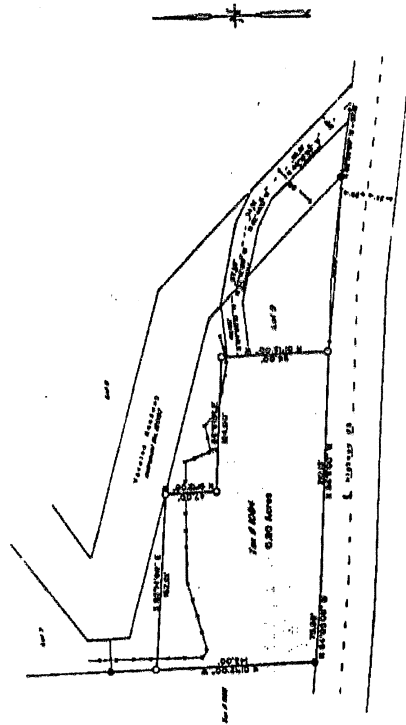
David Nelson
 4/24/68

RECORDERS CERTIFICATE

Instrument Number: 1640-36
 Date: April 25, 1968 Time: 10:00 AM
 Records of Benewah County, Idaho

Ray Anderson
David Nelson

WAS OF RECORD
 Under Observation



WATER AGREEMENT AND EASEMENT

THIS AGREEMENT made and entered into this 29th day of April, 1982, by and between DANIEL L. DAVENPORT and PATRICIA A. DAVENPORT, husband and wife, of P.O. Box 190, City of St. Maries, County of Benewah, State of Idaho, hereinafter referred to as Grantors, and DONALD J. HARVEY, JR. and SONJA G. HARVEY, husband and wife, of Route 2, Box 82, City of St. Maries, County of Benewah, State of Idaho, and C.C. CHASE and VERDIE CHASE, husband and wife, of 305 Lincoln Avenue, City of St. Maries, County of Benewah, State of Idaho, hereinafter referred to as Grantees.

WHEREAS, Grantors are the owners, or beneficial owners under escrow sale agreement, of a tract of land situated in Benewah County, State of Idaho, described as follows, to-

wit:

A portion of Lot Eight (8), Block One (1), Sylvia's Haven, a record subdivision in Benewah County, Idaho; the boundary of said portion is described as follows:

Beginning at the Southeast corner of said Lot Eight (8), said corner also being the intersect of the northerly right-of-way boundary of Highway 95A, the northeasterly edge of a dedicated roadway and the east boundary of Lot Eight (8), running thence North 1°06' West, along said east boundary of Lot Eight (8), a distance of 187.29 feet; thence West a distance of 90.95 feet; thence South 1°06' East and parallel to said east boundary, a distance of 98.76 feet; thence South 46°18' East along the northeasterly edge of said dedicated roadway, a distance of 128.12 feet to the point of beginning, enclosing an area of 0.30 acres;

WHEREAS, Grantees are the owners of the following tracts of land situated in Benewah County, State of Idaho, described as follows, to-wit:

HARVEYS' TRACT:

Lots One (1), Two (2), Three (3) and Four (4), Block Two (2), Sylvia's Haven, a record subdivision of Benewah County, Idaho.

CHASES' TRACT:

Lots Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), Block Two (2), and Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) and Eight (8), Block Three (3), Sylvia's Haven, a record subdivision of Benewah County, Idaho;

WHEREAS, there is on the above-described tract of Grantors a water well, together with a pump, casing, water lines and fittings, which were installed at the expense of Grantors and Grantees; and

WHEREAS, Grantors, their heirs and assigns, and Grantees, their heirs and assigns desire to use water from such well for domestic purposes on the said tract of Grantors and the above-described tracts of Grantees;

NOW, THEREFORE, in consideration of Ten and no/100 Dollars (\$10.00) and the mutual covenants herein contained, Grantors do hereby grant, bargain, sell and convey unto Grantees and their heirs and assigns forever, the right to use water from said well as Grantees shall reasonably require for domestic purposes for those residences, houses, mobile homes, cabins and outbuildings in existence on the said tracts of Grantees as of the date hereof, or replacements thereof; SUBJECT, HOWEVER, to the right of Grantors, their heirs and assigns to use so much water from such well as Grantors shall reasonably require for domestic purposes for those residences, houses, mobile homes, cabins and outbuildings in existence on the said tract of Grantors as of the date hereof, or replacements thereof. Neither Grantors nor

Grantees, as between Grantors and Grantees or as between themselves, shall have any prior or superior right to use the water from such well.

For the same consideration, Grantors do hereby grant, bargain, sell and convey unto Grantees and their heirs and assigns forever, a perpetual, non-exclusive easement for the purpose of conveyance of water, maintenance, repair and replacement of the said well, pump, casing, water lines and fittings, on, in, over and across the above-described tract of Grantors, said easement being ten (10) feet in width, the centerline of which is described as: Beginning at a point on the East line of said tract, from which point the Northeast corner bears N 01°06' W a distance of 10.00 feet; running thence N 84°35' W a distance of 57.15 feet to the center of said well. Said easement shall also include, to the extent not already included above, a radius of five (5) feet measured from the center of said well and running around the same.

Grantors hereby agree to pay for the cost of the electricity to operate the pump for said well; however, Grantees, Harveys and Chases, shall reimburse Grantors in the sum of Twenty-four and no/100 Dollars (\$24.00) and Twelve and no/100 Dollars (\$12.00) respectively each year therefor. Each party shall be responsible for maintenance, repair and replacement of their own lines running from said well, and each party agrees to perform such maintenance, repair and replacement of their lines as shall be reasonably necessary and in a good and workmanlike manner, with minimum interference with the water rights of the other party and minimum disturbance of the said tract of Grantors, returning the same as closely as reasonably possible to its condition immediately prior to such disturbance. The parties shall bear all other costs and expenses of maintenance, repair and replacement of said

well, pump, water lines and fittings pro rata according to the amount of water used by each up to the time of such maintenance, repair and replacement. Meters shall be utilized by each party for such purpose, which meters shall also be maintained, repaired and replaced as reasonably necessary with costs and expenses of such maintenance, repair and replacement to be borne by the parties pro rata according to their water usage.

This agreement and the rights granted and conveyed hereunder shall run with and serve the Grantees' said tracts and shall bind and inure to the benefit of Grantors and Grantees and their respective heirs, personal representatives and assigns, forever.

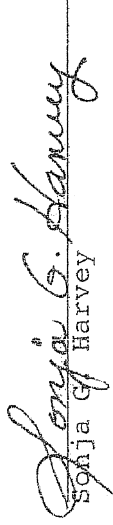
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.


Daniel L. Davenport


Patricia A. Davenport

Grantors


Donald J. Harvey, Jr.


Sonja G. Harvey


C. C. Chase

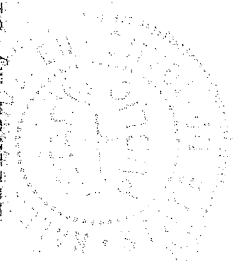
Verdie Chase
Verdie Chase

Grantees

STATE OF IDAHO)
County of Benewah) : ss.

On this 26th day of April, 1982, before me, the undersigned, a Notary Public in and for the said State, personally appeared DANIEL L. DAVENPORT and PATRICIA A. DAVENPORT, husband and wife, known to me to be the persons whose names are subscribed to the above and foregoing instrument, 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.

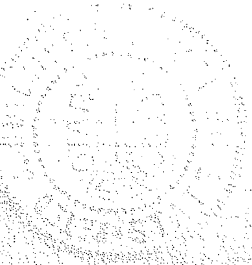


Karen Schoelkopf
Notary Public, State of Idaho
Residing at: Harrison
Commission expires: Life Term

STATE OF IDAHO)
County of Benewah) ss.

On this 26th day of April, 1982, before me,
the undersigned, a Notary Public in and for the said State,
personally appeared DONALD J. HARVEY, JR. and SONJA G.
HARVEY, husband and wife, known to me to be the persons
whose names are subscribed to the above and foregoing instrument,
and acknowledged to me that they executed the same.

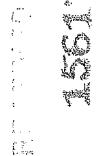
IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the date last above written.


Peter J. Hutehewer
Notary Public, State of Idaho
Residing at: St. Maries
Commission expires: Life term

STATE OF IDAHO)
County of Benewah) ss.

On this 29th day of April, 1982, before me,
the undersigned, a Notary Public in and for the said State,
personally appeared C. C. CHASE and VERDIE CHASE, husband
and wife, known to me to be the persons whose names are
subscribed to the above and foregoing instrument, 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.


Karen J. Salomon
Notary Public, State of Idaho
Residing at: Harvey, Jr.
Commission expires: Life term
156175
Pk 154 page 4959
72 JUL 8 A10: 07

Peter J. Hutehewer
Notary Public, State of Idaho
Residing at: St. Maries
Commission expires: Life term

CORRECTION DEED

THIS INDENTURE, Made and entered into this 22nd day of November, 1990, by and between EUPHEMIA PENNEY, a widow, and RAY A. SWANSON and MINA L. SWANSON, husband and wife, Parties of the First Part and STEVE W. HAWKS and DEANNE A. HAWKS, husband and wife, whose address is HC-02, Box 86, St. Maries, ID 83861, the Parties of the Second Part.

W I T N E S S E T H:

That the Parties of the First Part, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) to them in hand paid by the said Parties of the Second Part, the receipt thereof is hereby acknowledged, does hereby grant, sell and convey to the Parties of the Second Part and their heirs, devisees and assigns forever the following described real property situated in the County of Benewah, State of Idaho to-wit:

An undivided one-half interest in and to Lot Thirteen (13), Block Two (2), Sylvia's Haven Subdivision, together with an easement for purposes of moorage in and upon the riparian rights in the dockage lagoon as shown on said plat adjacent and appurtenant to the southerly forty (40) feet of the shore line of Lot Twelve (12), Block Two (2), Sylvia's Haven Subdivision, County of Benewah.

THIS INSTRUMENT is intended as a Correction Warranty Deed to correct an error in the description in that certain Warranty Deed between the parties hereto recorded in the office of the Benewah County Recorder on the 3rd day of August, 1990 as Instrument No. 184009.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, title, right and interest in and to the property, as well in law as in equity, of the Parties of the First Part.

TO HAVE AND TO HOLD, all and singular the above-mentioned and described premises together with the appurtenances unto the Parties of the Second Part, and to their heirs, devisees and assigns forever.

And the Parties of the First Part, and their heirs, shall

1. CORRECTION DEED

and will WARRANT and by these presents forever DEFEND the premises in the quiet and peaceable possession of the Parties of the Second Part, their heirs, devisees and assigns against all and every person or persons whomsoever lawfully claiming the same.

IN WITNESS WHEREOF, the Parties of the First Part have hereunto set their hands the day and year first above written.

Euphemia Penney
EUPHEMIA PENNEY

Ray A. Swanson
RAY A. SWANSON

Mina L. Swanson
MINA L. SWANSON
Parties of the First Part

STATE OF IDAHO)
County of Shoshone) ss.

On this 28th day of November, 1990, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared EUPHEMIA PENNEY, a widow, to me known to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the purposes therein specified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Marilyn J. Rasmussen
Notary Public, State of Idaho
Residing at Idaho
My commission expires: 1-1-93

2. CORRECTION DEED

STATE OF IDAHO)
)
 County of Shoshone) ss.

On this 28th day of November, 1990, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared RAY A. SWANSON and MINA L. SWANSON, husband and wife, to me known to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the purposes therein specified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Marilyn Puente
 Notary Public, State of Idaho
 Residing at Aspen
 My commission expires: 1-1-93

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Emmie Larson deputy

3. CORRECTION DEED

Dianna Hawk
 HCO2 Bld 86
 J Marx, 0083861 \$9.00