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COMPARED
TRACTED

BOOK 259 PAGE 155

AGREEMENT FOR USE OF WELL

This agreement made and entered into this 5 day of October, 1972,
by and between ROBERT H. GRAY and LOIS M. GRAY, hereinafter referred to as
party of the first part, who own the following described property:

Parcel indicated as Lot 8, Block 2

A tract of land in Government Lot 1, Section 14, Township 48
North, Range 4 West, B.M., Kootenai County, Idaho, described
as follows:
beginning at a concrete monument on the Westerly right-of-way
line of Highway 95A at station 335 + 12.0, said point being
S. 59° 35' W., 243.8 feet and S. 74° 28 1/2' W., 609.3 feet
from the North one-quarter corner of Section 14, thence
N. 06° 07' E., 77.52 feet to a point in the center-line of the
existing access road, being the true point of beginning; thence
along said center-line N. 85° 53' E., 94.70 feet; thence
N. 03° 35' E., 87.0 feet to a point on the shore of Lake Coeur
d'Alene; thence
along the shore S. 88° 56' W., 90.0 feet; thence
S. 06° 07' W., 92.48 feet to the true point of beginning, including
appurtenant riparian rights and shore lands between extended side
lines and subject to a road easement extending 15 feet Northerly,
measured at right angles, from the center-line of the existing
access road, and including right of use of said access road.

hereinafter referred to in this agreement as Lot 8 in Block 2, and Rudolph N.
Snider and Helen L. Snider, husband and wife, hereinafter referred to as party
of the second part, who own the following described property:

A tract of land in Government Lot 1, Section 14, Township 48
North, Range 4 West, B.M., Kootenai County, Idaho, described
as follows:
beginning at a concrete monument on the Westerly right-of-way
line of Highway 95A at station 335 + 12.0, said point being
S. 59° 35' W., 243.8 feet and S. 74° 28 1/2' W., 609.3 feet from the
North one-quarter corner of Section 14, thence
along said right-of-way line along a curve to the left with a
radius of 493.0 feet a distance of 100.17 feet to a point which is
S. 78° 11' E. 100.0 feet from the aforesaid point; thence
N. 03° 35' E., 113.1 feet to the true point of beginning for this
description; thence
continuing N. 03° 35' E., 87.0 feet to a point on the shore of
Lake Coeur d'Alene; thence
along the shore N. 88° 56' E., 80.0 feet; thence
S. 00° 48' W., 85.0 feet; thence
S. 87° 44' W., 84.3 feet to the true point of beginning, including
appurtenant riparian rights and shore lands between extended side
lines and subject to a road easement along the Southerly 15 feet
and including right of use of the existing access road.
Also includes a 1/6 interest in existing spring, water system, and
maintenance, lying North ± 30' of the South line of the above
described property.

hereinafter referred to as Lot 5 in Block 2, and Diane Y. Hawley, a single
woman, and Carol L. Atkinson, a single woman, as tenants in common, hereinafter

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Attorney at Law
West 704 First Avenue
Spokane, Wash. 99204
Telephone RI 7-3171

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referred to as party of the third part, who own the following described property:

A tract of land in Government Lot 1, Section 14, Township 48 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows:

beginning at a concrete monument on the Westerly right-of-way line of Highway 95A at station 335 + 12.0, said point being S. 59° 35' W., 243.8 feet and S. 74° 28 1/2' W., 609.3 feet from the North one-quarter corner of Section 14, thence along said right-of-way line along a curve to the left with a radius of 493.0 feet a distance of 100.17 feet to the true point of beginning, being S. 73° 11' E., 100.0 feet from the aforesaid point; thence

continuing along said right-of-way line curve 90.13 feet to a point which is S. 84° 14' E., 90.0 feet from the aforesaid point; thence

N. 00° 48' E., 125.2 feet to a point in the center-line of the existing access road; thence

along said center-line S. 87° 44' W., 84.30 feet; thence S. 03° 35' W., 113.1 feet to the true point of beginning, and subject to a road easement extending 15 feet Southerly, measured at right angles, from the center-line of the existing access road, and including right of use of said access road.

Also includes a 1/6 interest in existing spring, water system and maintenance, said spring lying in the above described property.

The purchase of this lot entitles lake access over Newton lane (76').

hereinafter referred to as Lot 6 in Block 2.

WITNESSETH, that whereas, party of the first part and party of the second part have constructed a well, including a pressure tank, a built-in pump located in the housing beneath the surface, located on the following described property:

A tract of land in Government Lot 1, Section 14, Township 48 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows:

beginning at a concrete monument on the Westerly right-of-way line of Highway 95A as station 335 + 12.0, said point being S. 59° 35' W., 243.8 feet and S. 74° 28 1/2' W., 609.3 feet from the North one-quarter corner of Section 14, thence

N. 06° 07' E., 77.52 feet to a point in the center-line of the existing access road; thence

along said center-line N. 85° 53' E., 94.70 feet; thence S. 03° 35' W., 113.1 feet to a point on the Westerly right-of-way line of Highway 95A; thence

along said right-of-way line along a curve to the right with a radius of 493.0 feet, a distance of 100.17 feet to the point of beginning, being N. 73° 11' W., 100.0 feet from the aforesaid point, and subject to a road easement extending 15 feet Southerly, measured at right angles, from the center-line of the existing access road, and including right of use of said road.

Also includes a 1/6 interest in existing spring, water system and maintenance, said spring lying in Lot 6, Block 2.

The purchase of this lot entitles lake access over Newton lane (76').

hereinafter referred to as Lot 7 in Block 2, and,

WHEREAS, party of the first part (Gray) is the owner of that parcel known as Lot 7, Block 2, and desires to grant a permanent easement to the owners of the property described as Lot 5, Lot 6, Lot 8, and any other owners

AGREEMENT FOR USE OF WELL - 2

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1 who subsequently acquire an interest in and to the use of said well. That said
2 easement shall bind party of the first part (Grays), their heirs and assigns,
3 and they hereby grant unto party of the second part and party of the third part,
4 their heirs and assigns, and to any subsequent parties to this agreement a
5 permanent easement to locate and continue to use the well now located on the
6 parcel known as Lot 7 in Block 2, for so long as the use of this well shall be
7 desired by said parties, together with the right to trespass on said property
8 to maintain and repair said well, pump and pressure tank, together with an ease-
9 ment across the property described as Lot 7 in Block 2, for the 1 inch pipeline
10 now located thereon to the respective lots 5, 6 and 8, and any other lots that
11 may connect with said water system. Said easement to include the right to
12 maintain and repair said pipelines.

13 Said parties to this agreement agree that party of the first part and
14 party of the second part shall have the right to sell two additional equal
15 interests in and to the use of said well, to two other property owners, The
16 proceeds of the sale of said use of said water system shall be divided two-
17 thirds to party of the first part (Grays) and one-third to party of the second
18 part (Sniders). It is further agreed by party of the first part and party of
19 the second part that they will grant an undivided interest in and to said well,
20 casings, pump, and the right to take water from said well, to store said water
21 for domestic purposes in a reservoir on land adjacent to said well, and to
22 convey such water from said well and/or tank to the tracts described above or
23 to two additional tracts if they join the water system. Said granting of the
24 right to use the said water shall be used for domestic purposes only and shall
25 be for a period so long as the well is capable of producing water. There shall
26 be no warrant on the party of the first part or party of the second part that
27 the well will produce water nor shall they be obligated to produce water from
28 said well.

29 Parties hereto agree to pay to party of the third part, the sum of
30 \$5.00 per year for the cost of electricity or any other sum so agreed upon by
31 all of the users of said water system. Said users further agree that they will
32 equally share in the maintenance and replacement and upkeep of said well and
water system.

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In the event other parties not exceeding two, shall join in the mutual use of this system by their subscribing to and agreeing to the terms of this agreement, they will pay their equal share of the maintenance, repairs and cost of maintaining said water system.

No capital improvements exceeding the cost of \$100.00 shall be chargeable to the users of the water system unless said capital improvements shall be approved by all the parties to this agreement.

The terms and conditions of this agreement and the right and easement to take water and to store and conduct same over, through and across the land where it is now located will be binding upon the subscribers to this agreement, their heirs and assigns forever.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed this 5 day of October, 1972.

Robert H. Gray

R. M. Snider

Lois M. Gray
Parties of First Part

William L. Snider
Parties of Second Part

+ Carol J. Atkinson

Diane J. Hawley
Parties of Third Part

STATE OF

County of

} ss.

I, the undersigned Notary Public in and for the above named County and State, do hereby certify that on this 5 day of October, 1972, personally appeared before me ROBERT H. and LOIS M. GRAY, husband and wife, to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal the day and year last above written.

Laura S. Beebe
Notary Public in and for the State of
Wash., residing at Spokane

AGREEMENT FOR USE OF WELL - 4

R. MAURICE COOPER
Attorney at Law
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Spokane, Wash. 99204
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SCANNED

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1 STATE OF }
2 County of } ss

3 I, the undersigned Notary Public in and for the above named County and
4 State, do hereby certify that on this 13 day of October, 1972,
5 personally appeared before me RUDOLPH N. and HELEN L. SNIDER, husband and wife,
6 to me known to be the individuals described in and who executed the within
7 instrument and acknowledged that they signed and sealed the same as their free
8 and voluntary act and deed, for the uses and purposes therein mentioned.

9 Given under my hand and official seal the day and year last above
10 written.

11 [Signature]
12 Notary Public in and for the State of _____,
13 _____, residing at _____

14 STATE OF California }
15 County of Los Angeles } ss.

16 I, the undersigned Notary Public in and for the above named County and
17 State, do hereby certify that on this 23rd day of October, 1972,
18 personally appeared before me CAROL L. ATKINSON, a single woman, and DIANE Y.
19 HAWLEY, a single woman, to me known to be the individuals described in and who
20 executed the within instrument and acknowledged that they signed and sealed
21 the same as their free and voluntary act and deed, for the uses and purposes
22 therein mentioned.

23 Given under my hand and official seal the day and year last above
24 written.



33 Mary E. Kellegrew
34 Notary Public in and for the State of California,
35 residing at Northridge

36 We the undersigned, signifying our desire to join the water system,
37 having read the foregoing agreement to use water, agree to the terms and
38 conditions thereof, and to be bound by same as if we originally had signed
39 said agreement.

40 LOT 3 BLK 1

41 LOT 4 BLK 2

42 [Signature]

43 [Signature]

44 [Signature]

45 [Signature]

46 Filed and recorded at the request of Robert H. Gray
47 at 11:15 o'clock A. M., this 13th day of November, 1972
48 HAROLD B. PETERSON By: Gilda Jakopson
49 Deputy
50 500
51 3310 Division
52 Spokane, Wash. 99203
53 ROBERT H. GRAY

54 AGREEMENT FOR USE OF WELL - 5

55 R. MAURICE COOPER
56 Attorney at Law
57 West 704 First Avenue
58 Spokane, Wash. 99204
59 Telephone RI 7-3171

SUPPLEMENT TO AGREEMENT FOR USE OF WELL

Original agreement dated October 5, 1972 was recorded in Kootenai County, Idaho on November 13, 1972 as Document No. 61 in Book 259, Page 155.

The purpose of this supplement is to add four more interests to the well, consideration for which has been received and hereby acknowledged by the five existing members.

It is agreed that future maintenance on distribution system serving the original five members will be at the expense of said five members. Installation and maintenance on distribution system for the four new interests will be at their expense. (Monczki and Barry, Lots 1 and 2 in Block 2 will maintain theirs. Borning and Shoemaker, Lots 9 and 10 in Block 2 will maintain theirs.)

Any expense of maintenance to well, pump, pressure tank, electrical system will be shared equally by all nine members, all stipulations in original agreement being applicable.

Bernard C. Borning and Coralie H. Borning, owners of Lot in Block 2, grant an easement for water line to cross the south portion of their lot to serve themselves and the owners of Lot in Block 2, their heirs and assigns. Said easement to include right to maintain and repair said pipelines.

Names and legal descriptions of properties not on original Agreement for Use of Well are as follows:

ART MITCHELL and MIRANNE MITCHELL, who own the following described property:

A tract of land in Government Lot 1, Section 14, Township 48 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, described as follows:

BEGINNING at a concrete monument on the Westerly right of way of Highway 95A at Station 342+73.7, said point being South $59^{\circ}35'$ West, 243.8 feet from the North Quarter corner of Section 14; thence, along the Easterly line of a private access road as follows: South $59^{\circ}28'$ West, 97.57 feet; thence, South $62^{\circ}31'$ West, 83.56 feet; thence, South $89^{\circ}12'$ West, 69.75 feet; thence, North $74^{\circ}09'$ West, 52.20 feet to the TRUE POINT OF BEGINNING, being a point in the center-line of a private access road; thence, along said center-line South $89^{\circ}29'$ West, 122.0 feet; thence, North $00^{\circ}48'$ East, 85.0 feet to a point on the shore of Lake Coeur d'Alene; thence, along the shore North $88^{\circ}56'$ East, 120.0 feet; thence, leaving the shore South $00^{\circ}36'$ East, 86.16 feet to the TRUE POINT OF BEGINNING.

hereinafter referred to as Lot 4 in Block 2.

CONRAD G. MERRICK and PHYLLIS B. MERRICK, who own the following described property:

A tract of land in Government Lot 1, Section 14, Township 48 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows:

Beginning at a concrete monument on the Westerly right-of-way line of Highway 95A at station 335 + 12.0, said point being S. 59°35' W., 243.8 feet and S. 74°28'30" W., 609.3 feet from the North one-quarter corner of Section 14, thence

along said right-of-way line along a curve to the left with a radius of 493.0 feet a distance of 190.30 feet to the true point of beginning, being S. 78°25' E., 189.11 feet from the aforesaid point; thence

continuing along said right-of-way line curve 96.16 feet to a point which is N. 84°56'30" E., 96.0 feet from the aforesaid point; thence

leaving said right-of-way line N. 00°52' W., 117.55 feet to a point in the center-line of the existing access road; thence

along said center-line S. 89°29' W., 92.0 feet; thence

S. 00°48' W., 125.2 feet to the true point of beginning, and subject to a road easement extending 15 feet Southerly measured at right angles, from the center-line of the existing access road, and including right of use of said access road.

Subject to the lake access over Newton Lane (76') to the East; and one-sixth interest in existing water and septic tank system.

hereinafter referred to as Lot 3 in Block 2.

LAWRENCE J. SHOEMAKER and PAMELA J. SHOEMAKER, who own the following described property:

A tract of land in Government Lot 1, Section 14, Township 48 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, described as follows:

BEGINNING at a concrete monument on the Westerly right-of-way line of Highway 95A at Station 335+12.0, said point being South 59°35' West, 243.8 feet and South 74°28½' West 609.3 feet from the North quarter corner of Section 14; thence, along said right-of-way line North 67°32' West, 95.0 feet to the TRUE POINT OF BEGINNING; thence, North 06°54' East, 132.10 feet to a point on the shore of Lake Coeur d'Alene; thence, along the shore as follows: South 88°56' West, 38.72 feet; thence, South 79°04' West, 61.28 feet; thence, leaving the shore South 04°58' West, 88.86 feet to a point on the Westerly right-of-way line of Highway 95A; thence, along said right-of-way line along a curve to the right with a radius of 366.5 feet, a distance of 70.03 feet to a point which is South 73°01' East, 70.0 feet from the aforesaid point; thence, continuing along said right-of-way line South 67°32' East, 25.71 feet to the TRUE POINT OF BEGINNING, including appurtenant riparian rights and shore lands between extended side lines and subject to a road easement extending 15 feet Northerly and 15 feet Southerly, measured at right angles, from the center line of the existing access road, and including right of use of said access road.

hereinafter referred to as Lot 10 in Block 2.

desc^{ed} property: BURNING, who own the follo

A tract of land in Government Lot 1, Section 14, Township 48 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows:

Beginning at a concrete monument on the Westerly right-of-way line of Highway 95A at station 335+12.0, said point being S. 59 degrees 35 minutes W., 243.8 feet and S. 74 degrees 28 $\frac{1}{2}$ minutes W., 609.3 feet from the North one-quarter corner of Section 14, thence

along said right-of-way line S. 67 degrees 32 minutes West, 95.0 feet; thence

N. 06 degrees 54 minutes E., 132.1 feet to a point on the shore of Lake Coeur d'Alene; thence

along the shore N. 88 degrees 56 minutes E., 90.0 feet; thence

S. 06 degrees 07 minutes W., 170.0 feet to the point of beginning, including appurtenant riparian rights and shore lands between extended side lines and subject to a road easement extending 15 feet Northerly and 15 feet Southerly measured at right angles, from the center line of the said existing access road, and including right of use of said access road.

hereinafter referred to as Lot 9, in Block 2

WARREN L. BARRY and PATRICIA A. BARRY, who own the following described property:

A tract of land in Government Lot 1, Section 14, Township 48 North, Range 4 W. B.M., Kootenai County, State of Idaho, described as follows:

Beginning at a concrete monument on the Westerly right-of-way line of Highway 95A at Station 342+73.7, said point being South 59°35' West, 243.8 feet from the North quarter corner of Section 14; thence

continuing along said right-of-way line along a curve to the right with a radius of 493.0 feet a distance of 284.3 feet to a point South 52°50' West, 280.47 feet from said concrete monument and being the TRUE POINT OF BEGINNING; thence

continuing along said right-of-way line 86.12 feet to a point South 74°21' West, 86.0 feet from the aforesaid point; thence

leaving said right-of-way line North 00°52' West, 117.55 feet to a point in the centerline of a private access road; thence

along said centerline North 89°29' East, 30.0 feet; thence

along the Southerly line of a private access and parking area South 74°09' East, 52.2 feet; thence

leaving said line South 03°08' East, 80.45 feet to the TRUE POINT OF BEGINNING.

The purchase of this lot entitles lake access over Newton Lane (76') and one-sixth interest in existing water and septic tank system.

hereinafter referred to as Lot 2 in Block 2

described property:

A tract of land in Government Lot 1, Section 14, Township 48 North, Range 4 West B.M., Kootenai County, Idaho, described as follows:

Beginning at a concrete monument on the Westerly right-of-way line of Highway 95A at station 342+73.7, said point being S. 59°35' W., 243.8 feet from the North one-quarter corner of Section 14, thence

along the Easterly line of a private access road as follows

S. 59°28' W., 97.57 feet; thence

S. 62°31' W., 83.56 feet; thence

S. 89°12' W., 69.75 feet; thence

S. 03°08' E., 80.45 feet to a point on the Westerly right-way line of Highway 95A; thence

along said right-of-way line along a curve to the left with a radius of 493.0 feet a distance of 284.37 feet to the point of beginning, being N. 52°50' E., 280.47 feet from the aforesaid point, and including right of use of existing access

hereinafter referred to as Lot 1 in Block 2.

IN WITNESS WHEREOF, all parties to this agreement, original and copies are below signed this 3rd day of September 1985.

Robert N. Gray

Lois M. Gray

Coralie H. Borning

Bernard C. Borning

Patricia Monchi

Clifton Monchi

Harold L. Barry

Patricia Ann Barry

Shane J. Hawley

Lawrence J.

James J. Shoen

Conrad S. Tre

Phyllis L. Mer

R. D. Snider

Helen L. Snier

Dorlan R. Gray

Carol L. Oute

Art Mitchell

Miranda M.

County of Kootenai } ss

I, the undersigned Notary Public in and for the above named and State, do hereby certify that on this 28th day of July, 1985, personally appeared before me ROBERT H. and LOIS M. GRAY, and wife, BERNARD C. and CORALIE H. BORNING, husband and wife, and PATRICIA A. BARRY, husband and wife, CHESTER and PATRICIA R. husband and wife, and DIANE Y. HAWLEY, a single woman, to me known and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last written.

William R. Kenne
Notary Public in and for
of IDAHO, res
HARRISON.

STATE OF }
County of } ss

I, the undersigned Notary Public in and for the above named and State, do hereby certify that on this 5th day of June, 1985, personally appeared before me RUDOLPH N. and HELEN L. SNIDER, husband and wife, to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last written.

Cheryl A. Ross
Notary Public in and for the
of IDAHO,
at Harrison

STATE OF Idaho }
County of Kootenai } ss

I, the undersigned Notary Public in and for the above named and State, do hereby certify that on this 29th day of June, 1985, personally appeared before me LAWRENCE J. and PAMELA SHOEMAKER, husband and wife, to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last written.

Leta B. Turner
Notary Public in and for
of Idaho
at Harrison Idaho

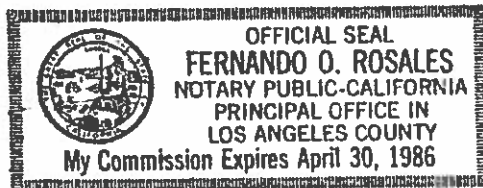
STATE OF CALIFORNIA)
County of LOS ANGELES) ss

BOOK 143 PAGE 1

I, the undersigned Notary Public in and for the above name and State, do hereby certify that on this 22 day of AUG 1985, personally appeared before me CAROL L. ATKINSON, a single to me known to be the individual described in and who executed t instrument and acknowledged that she signed and sealed the same free and voluntary act and deed, for the uses and purposes there tioned.

Given under my hand and official seal the day and year las written.

Carol L. Atkinson



Fernando O. Rosales
Notary Public in and fo
State of CALIFORNIA
residing at HUNTINGTON

STATE OF *Idaho*)
County of *Kootenai*) ss

I, the undersigned Notary Public in and for the above name and State, do hereby certify that on this 3rd day of 1985, personally appeared before me ART MITCHELL and MIRAN husband and wife, to me known to be the individua in and who executed the within instrument and acknowledged that and sealed the same as their free and voluntary act and deed, fo and purposes therein mentioned.

Given under my hand and official seal the day and year las written.



Zeta B. Turner
Notary Public in and f
of *Idaho*
at *Harrison, Ida*

STATE OF *Ida*)
County of *Kootenai*) ss

I, the undersigned Notary Public in and for the above name and State, do hereby certify that on this 31 day of 1985, personally appeared before me CONRAD G. MERRICK and PHYLLI MERRICK, husband and wife, to me known to be the individuals des and who executed the within instrument and acknowledged that the and sealed the same as their free and voluntary act and deed, fo uses and purposes therein mentioned.

Given under my hand and official seal the day and year las written.

Zeta B. Turner
Notary Public in, and f
State of *Idaho*
residing at *Harrison*

STATE OF Idaho }
County of Kootenai } ss

I, the undersigned Notary Public in and for the above named and State, do hereby certify that on this 9th day of Aug 1985, personally appeared before me GORDON R. GRAY, a single man known to be the individual described in and who executed the w instrument and acknowledged that he signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last written.

Leta B. Turner
Notary Public in and for
State of Idaho
residing at Harmon
Jefferson County

STATE OF IDAHO }
COUNTY OF KOOTENAI } ss

AT THE REQUEST OF

R. H. Gray
At 40 minutes past 4 o'clock pm

Leah Phelps

SEP 3 1985

By Dorothy Keestren
Deputy

Fee \$ 14.00

Return to

N. 5201-8 Argonne
Spokane
9921