

EXHIBIT "C"

(Notarial Seal)

Geo. M. Servick
Notary Public for the State of Idaho
Residing at Coeur d'Alene, Idaho
Notary Public for the State of Idaho
Residing at Coeur d'Alene, Idaho
My commission Expires Oct. 21, 1946

STATE OF IDAHO }
County of Kootenai } ss.

I hereby certify that this instrument was filed for record at request of Peter Apostolin at 1:27 o'clock P. M., this 22 day of July A. D. 1946 in my office and duly recorded in Book 133 of Deeds Page 18.

Jas A. Foster, Ex-Officio Recorder

Fees \$1.25

By R. B. Maher, Deputy

187809

MEMORANDUM OF AGREEMENT AND EASEMENT

THIS AGREEMENT Made and entered into this 17th day of July 1946, by and between Don D. Orcutt and Etha Orcutt, husband and wife, hereinafter referred to as parties of the first part, and Matthias Joseph Dollfe, a bachelor, and Rose William Dollfe, a spinster hereinafter referred to as parties of the second part, WITNESSETH:

WHEREAS, the parties of the second part owned the following described property situated in Kootenai County, State of Idaho, to wit:

Part of Government Lot 1 in Section 11, Township 49 North, Range 4

W. B. M., described as follows: Beginning at a point from which the meander corner between Sections 11 and 12, Township 49 North, Range 4

W. B. M., bears north 24° 51' East 265.1 feet; said point is marked by an iron pin driven into the ground; thence north 59° 18' west 183.4 feet to a twin tree marked; thence south 54° 30' west 81.6 feet along road to stake; thence south 59° 18' east 290.0 feet, more or less, to Coeur d'Alene Lake; thence northeasterly along lakeshore to a point; thence north 59° 18' west 60.0 feet, more or less, to place of beginning;

Tract a: A part of Government Lot 1 in Section 11, Township 49 North, Range 4, W. B. M., described as follows: Beginning at a point on the lakeshore which is the southeast corner of the tract above described, thence north 59° 18' west along the south line of said tract 290 feet, thence south 54° 30' west 35 feet; thence south 59° 18' east 290 feet, more or less, to the lakeshore; thence northeasterly along the lakeshore approximately 35 feet to place of beginning.

Tract B: A part of Government Lot 1 in Section 11, Township 49 North, Range 4, W. B. M., described as follows: Beginning at a point on the lakeshore which is the northeast corner of the tract first above described, thence north 59° 18' west along the northerly line of said tract 243.4 feet; thence north 54° 30' east 100 feet thence south 59° 18' east to the lakeshore; thence southerly along the lakeshore 100 feet more or less to the place of beginning.

and

(I.R. Stamps \$8.80 ITW 7/22/46)

WHEREAS, the parties of the first part own a tract of land which adjoins Tract A above described on the southwest, and the parties desire to drill and construct a well for the purpose of supplying water to their respective properties; now, therefore:

IT IS UNDERSTOOD AND AGREED THAT a well will forthwith be drilled and necessary pumping equipment and a tank purchased and installed, the same to be located upon the property owned by the party of the first part, and situated about twenty-five feet in a southwesterly direction from the southwesterly boundary line of Tract A described above. The expense of the well drilling and the cost of the pumping equipment and tank and installation thereof (the type of equipment and its installation to be agreed on between the parties) is to be shared equally by the parties hereto and, by arrangement, payment therefor is to be made from a joint bank account by signature of Don D. Orcutt and Matthias Joseph Dollfe on each check.

The water from such well shall be used first for domestic purposes and each party shall be entitled to an equal share thereof and shall pay one-half of the pumping charges. Electricity for the pumping shall be furnished by the parties of the second part and parties of the first part shall pay one half of the cost thereof.

IT IS UNDERSTOOD AND AGREED THAT each party shall be entitled to one-half of any excess water after the domestic needs of the parties have been supplied, each party to pay the cost of pumping any such water used by them.

IT IS UNDERSTOOD AND AGREED that the cost of repairs and maintenance of the pumping equipment shall be borne equally by the parties.

Parties of the first part grant to parties of the second part, a perpetual easement for a pipeline leading from the well to the property now owned by the parties of the second part hereinabove described; said easement to be approximately twenty-five feet in length. The pipeline shall be so constructed as not to interfere with any buildings or structures now situated upon said premises.

This agreement and easement shall run with the land and shall be binding upon the parties hereto, their heirs, representatives, grantees and assigns.

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

Don D. Orcutt
Etha Orcutt, Parties of the First Part

Matthias Joseph Dollfe
Rose Lillian Dollfe, Parties of the Second part

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss.

On this 17th day of July 1946, before me personally appeared Matthias Joseph Dollfe, a bachelor, and Rose Lillian Dollfe, a spinster, to me known to be the persons whose names are subscribed to the within instrument and who acknowledged to me that they executed the same.

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

(Notarial Seal)

F. Vaupel
Notary Public in and for the State of
Washington, residing at Spokane

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss.

On this 17th day of July 1946, before me personally appeared Don D. Orcutt and Etha Orcutt, husband and wife, to me known to be the persons whose names are subscribed to the within instrument and who acknowledged to me that they executed the same.

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

(Notarial Seal)

F. Vaupel
Notary Public in and for the State of
Washington, residing at Spokane

STATE OF IDAHO)
County of Kootenai) ss.

Filed for record at the request of Panhandle Abstract Company on Jul 22 1946 at 2:28 o'clock P. M. and recorded in Book 133 of Deeds Page 13.

Jas A. Foster, County Recorder

Fee \$2.25

By Alberta E. Platt, Deputy

187618

KNOW ALL MEN BY THESE PRESENTS: That Ira T. Walker, herein termed the grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other valuable considerations to him paid by Lee S. Robison and Paulah B. Robison, his wife, herein termed the grantees, receipt whereof is hereby acknowledged, has bargained and sold and does hereby grant, bargain, sell and convey unto the said grantees, their heirs and assigns, forever, that certain real property situate in Hayden Lake Irrigated Tracts, in Kootenai County, Idaho, and more particularly described as follows:

North half of Tract 143, all of Tracts 144, 145 and 146,
all of Tract 147 excepting that portion thereof heretofore
conveyed to Kootenai County, Idaho by deed dated February 17,
1942, all of Tracts 148, 149, 150, 151, 152, 153, 154, 155, 156,
169, 170, 171, 172, 173, the North half of Tract 174 and all
of tract 179,