

SALK OF REAL PROPERTY AND RECEIPT

For and in consideration of the sum of \$ 1,351.00 , I hereby grant
unto Lee Schvaneveldt a one-third interest in a water well on my premises
together with the water therefrom, as per an agreement hereinafter to be
consumated, and unto Norman Fannesbeck and Myron Fannesbeck a one-third
interest in said water well together with the water therefrom on my
premises as per agreement hereinafter to be consumated, and hereby reserve
unto myself a one-third interest to the water well and the water thereof.

Lewis Bincham
THAT I HAVE

Ada Bincham
THAT I HAVE

STATE OF IDAHO)
COUNTY OF FRANKLIN)

On this 23 day of November, 1960, before me, *Reel W. Smith*,
Notary Public in and for said state, personally appeared
Lewis Bincham, known to me to be the person whose name is subscribed to the
within 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 day and year in this certificate first above written.

Reel W. Smith
Notary Public for Idaho
Residing at Preston, Idaho

SEAL



AGREEMENT

This agreement made this 23rd day of November, 1960, by and between Lewis Bingham, Lee Schvaneveldt and Norman and Myron Fomesbeck;

Whereas, Lewis Bingham has paid \$856.00, Lee Schvaneveldt has paid \$856.00 and Norman and Myron Fomesbeck have paid \$856.00 to dig a water well on the premises of Lewis Bingham in the County of Franklin, State of Idaho, and described as follows:

At or near the Northeast Corner of the Northeast Quarter of the Northeast Quarter, Section 36, Township 15 South, Range 37 East of the Boise Meridian; and

Whereas, it is the intention and desire of the above named parties to each have an equal undivided one-third interest in and to said water well. It is hereby agreed as follows:

That Lee Schvaneveldt and Norman and Myron Fomesbeck shall pay for the installation of the pump motor, pipe, power lines, ditches, ~~head-gates~~, measuring devices and whatever is necessary for the conveyance of the water from said well to the afore mentioned parties land, and shall have the flow of the water from said well as follows: One-half to Lee Schvaneveldt and one-half to Norman and Myron Fomesbeck except as hereinafter provided.

Said Lewis Bingham now has his land in Soil Bank and at any time he or his assigns, purchasers or heirs desire to use one-third of the water from said well, said Lewis Bingham or his transferee shall pay one-third of the expense of installing the afore mentioned pump motor, pipe, power lines, ditches, ~~head-gates~~, measuring devices and whatever is necessary for the conveyance of the water from said well.

Provided further, that the afore mentioned pump motor, pipe, power lines, ditches, ~~head-gates~~ and measuring devices shall be depreciated each year at the rate of 7½ percent, that is to say; that Lewis Bingham's one-third share shall be deducted 7½ percent for each year that he is not receiving water.

Said Lewis Bingham further agrees and hereby grants to all parties connected herewith a right-of-way for maintenance and repairs and necessary ditches, roads and easements leading to and from said water well to the parties property named herein.

Said Lee Schvaneveldt and Norman and Myron Fomesbeck will pay all expenses of power maintenance and assessments levied against said water well the time they use the water, and in the event that said Lewis Bingham joins in the use of his one-third, then he shall pay one-third of the expenses and maintenance.

To clarify this contract, Norman and Myron Fomesbeck shall be considered as one and have a one-third undivided interest.

Lewis Bingham hereby agrees to perfect his Water Application and Well Permit.

IN WITNESS WHEREOF We hereby set our hands and seals this 30 day of January, 1960.

Lewis Bingham
L. E. Schvaneveldt
J. Myron Fomesbeck
Norman D. Fomesbeck

STATE OF IDAHO)
COUNTY OF FRANKLIN) SS

On this 30 day of January, 1960, before me, Dell W. Smith, a Notary Public in and for said state, personally appeared Lewis Bingham, Lee Schvaneveldt, Norman and Myron Fomesbeck, known to me to be the persons whose names are subscribed to the within 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 day and year in this certificate first above written.

Seal

Dell W. Smith
Notary Public for Idaho
Residing at Preston, Idaho

State of Idaho
County of Franklin--ss.

Recorded at the request of Myron Fomesbeck at 10:00 a.m., April 29, 1965.

Fee: \$1.80

C. L. Swenson: Ex-Officio Recorder
By Carol P. Swenson Deputy