

EAST SHORE

SUBDIVISION No. 1

A SUBDIVISION LOCATED IN THE SW. 1/4 OF SECTION 12, T16S, R44E., B.M. BEAR LAKE COUNTY, IDAHO.

Marina and Commercial

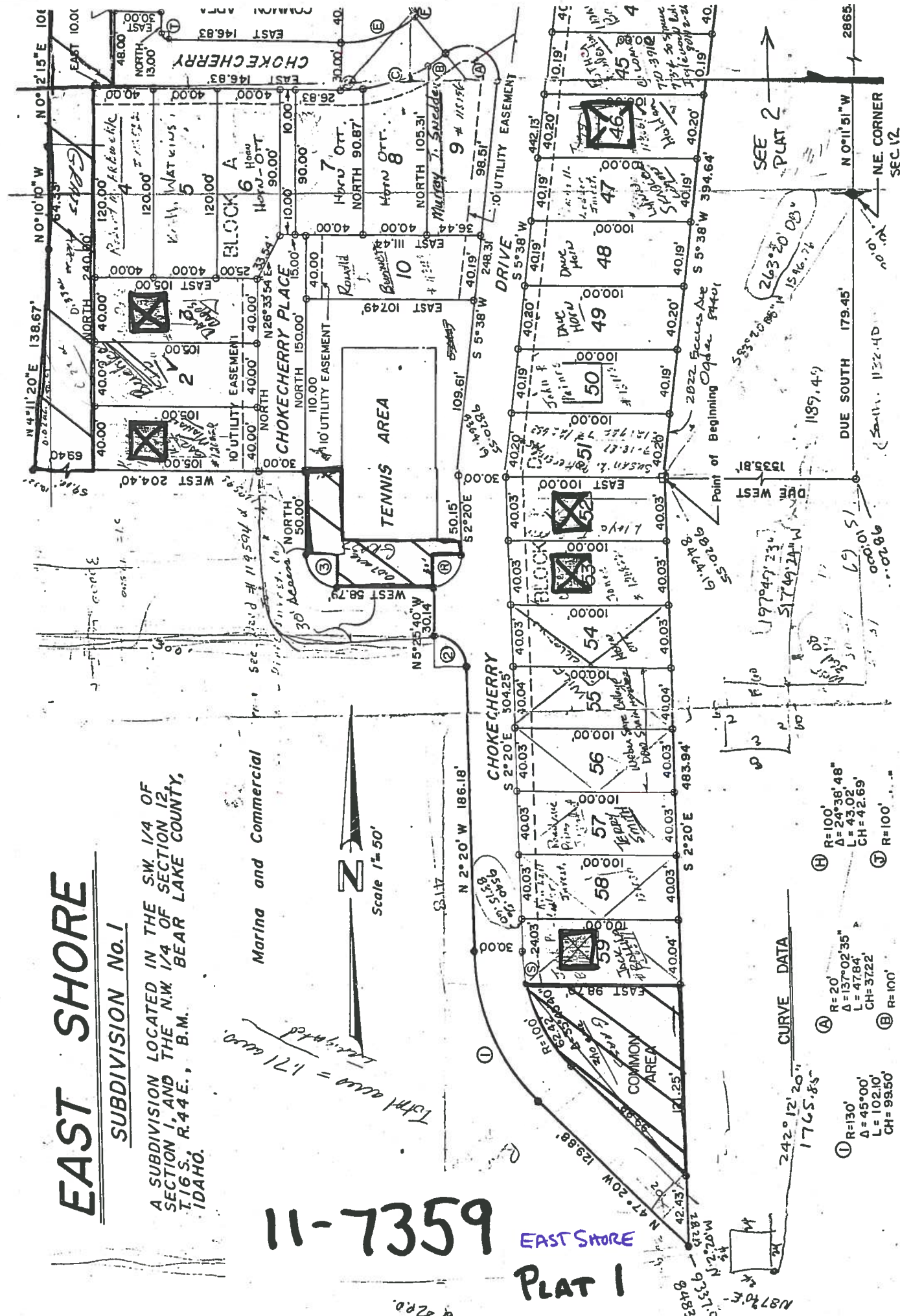


Scale 1"=50'

11-7359

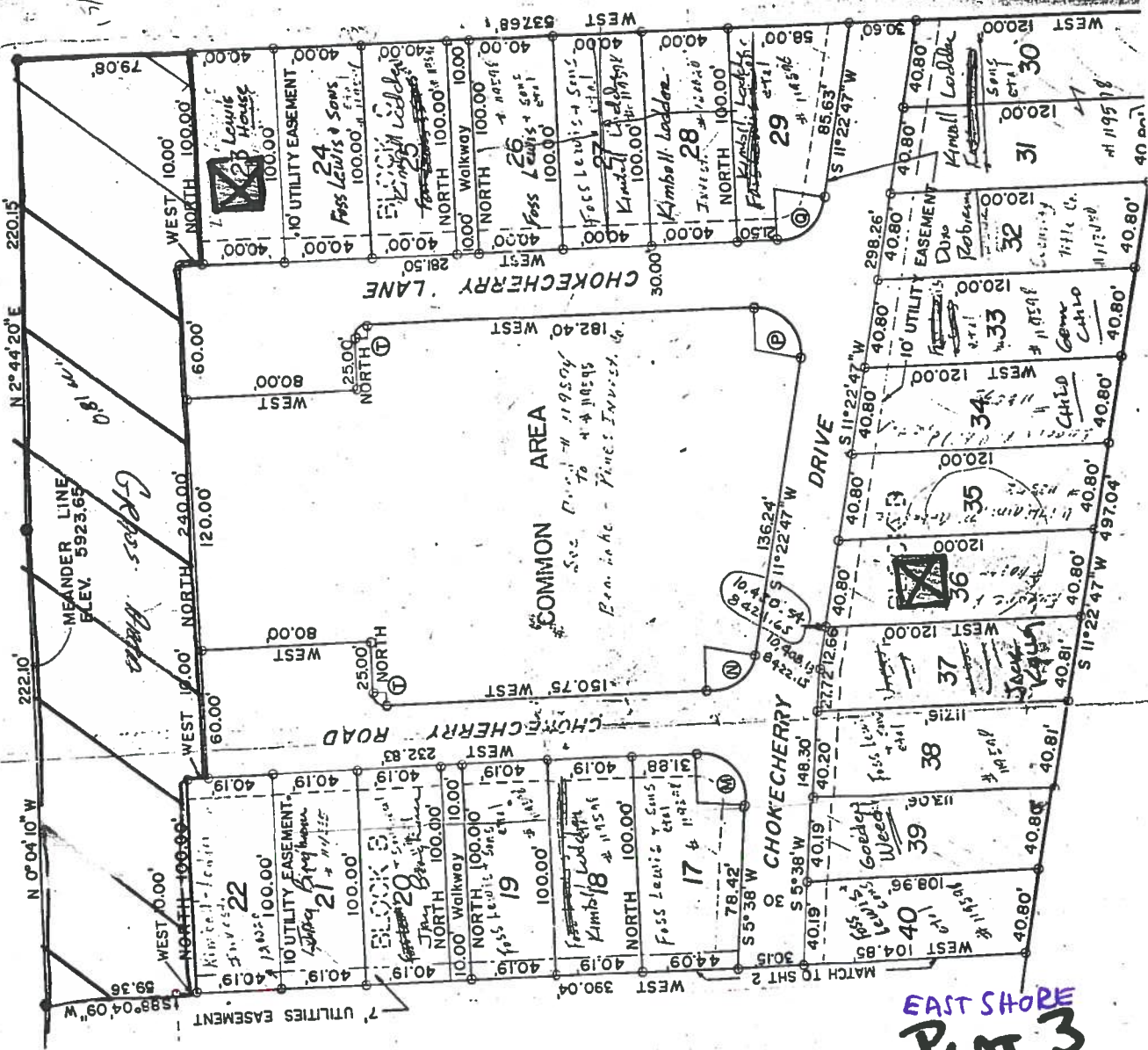
EAST SHORE

PLAT 1



SEE PLAT 3 →

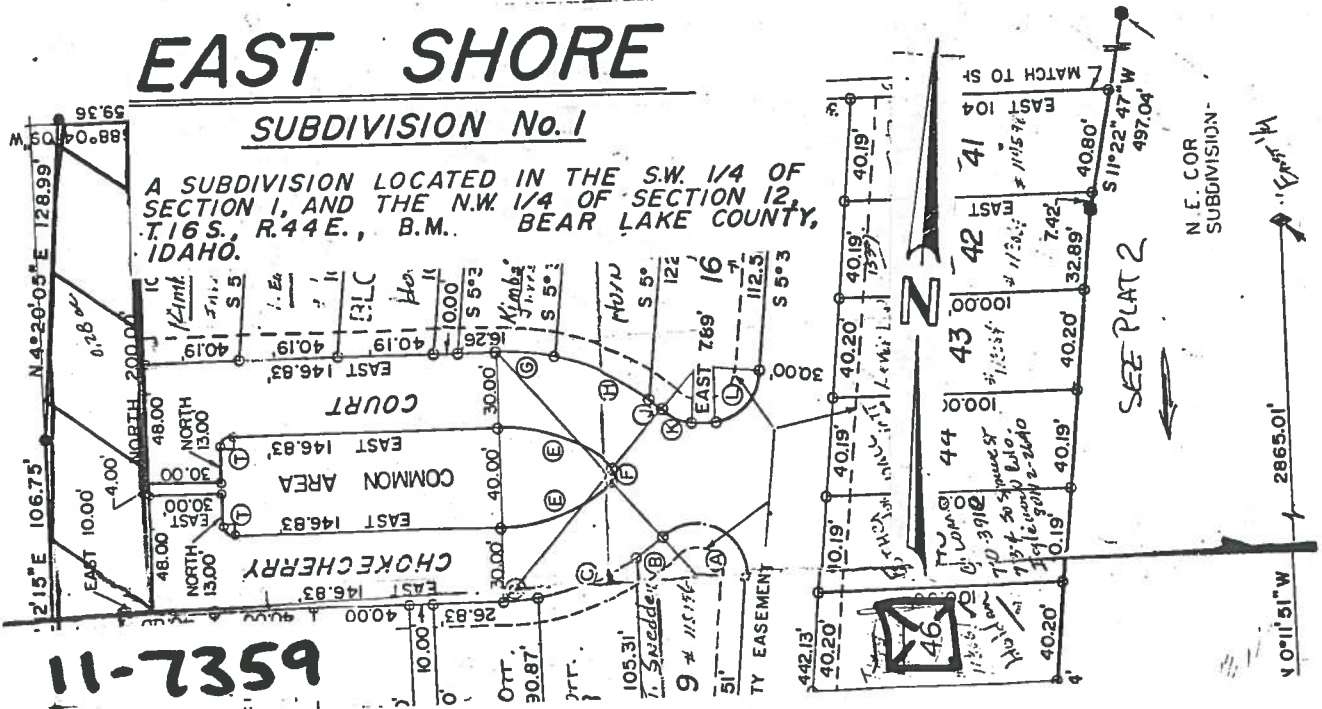




EAST SHORE

SUBDIVISION No. 1

A SUBDIVISION LOCATED IN THE S.W. 1/4 OF SECTION 1, AND THE N.W. 1/4 OF SECTION 12, T.16S. R.44E., B.M. BEAR LAKE COUNTY, IDAHO.



EAST SHORE
PLAT 3

SEE PLAT 2

N.E. COR
SUBDIVISION

652-11

BEAR LAKE SANDS NO. 2

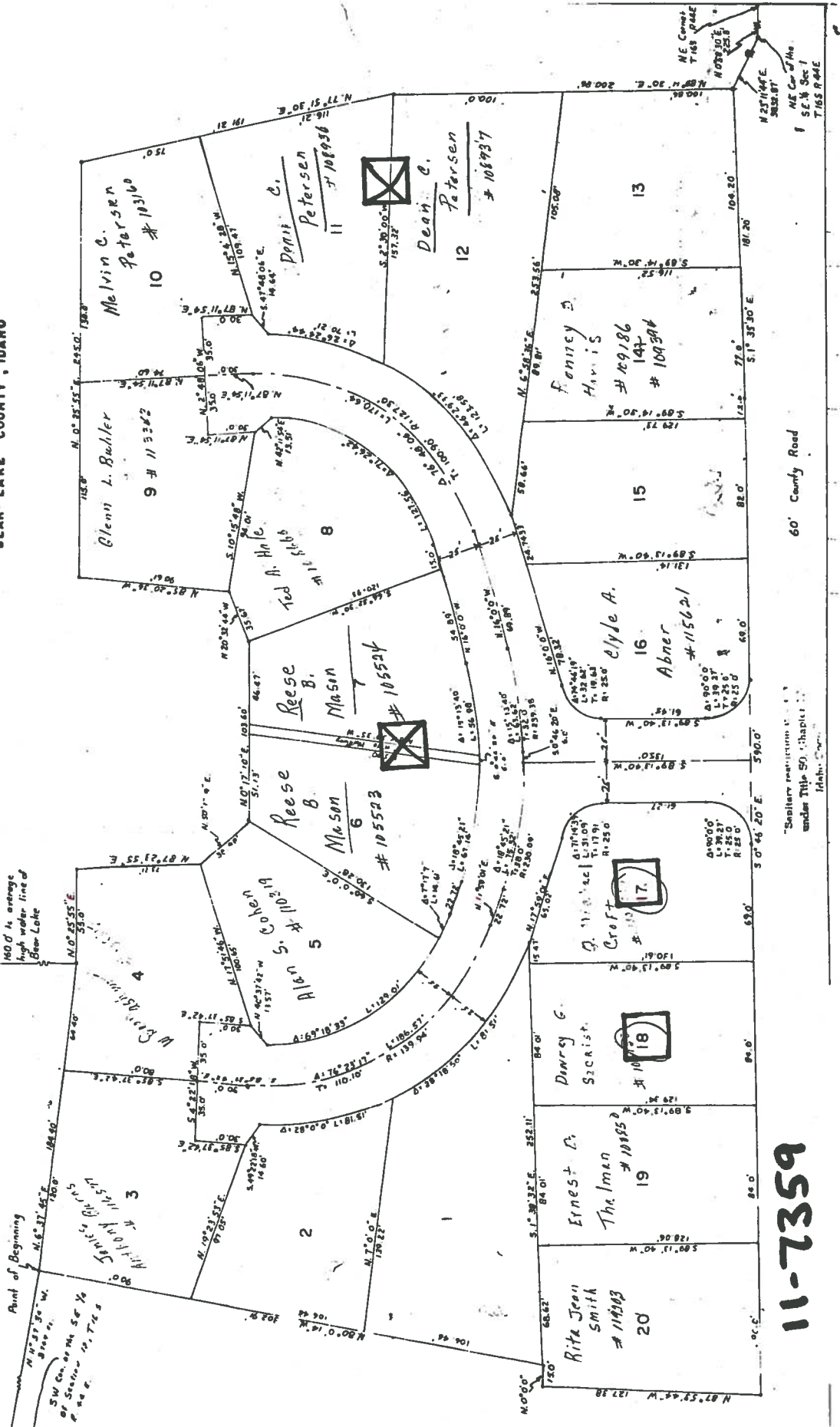
A SUBDIVISION OF A PART OF THE NE 1/4
OF SECTION 12 T.16N. R.44E.

BOISE BASE & MERIDIAN
BEAR LAKE COUNTY, IDAHO



N

Point of Beginning
140.0' to average
high water line of
Bear Lake



11-7359

60' County Road

"Sellers' partition of 1/4
under Title 50, Chapter 1,
Idaho Code"

Executed Document

ADDENDUM
RE.: EAST SHORE SUBDIVISION NO. 1

This addendum entered into this 1st day of April, 1986, between SIDNEY J. NEBEKER, the successor in interest to BEAR LAKE-PINES INVESTMENT COMPANY (Pines), herein called "Nebeker", and EAST SHORE HOMEOWNERS ASSOCIATION, the association of owners of lots in the planned unit development in EAST SHORE SUBDIVISION NO. 1 (Subdivision), herein called "Association".

WITNESSETH:

1. Nebeker represents that he is the successor in interest, directly or indirectly, to the interests of Pines in said Subdivision and related developments, and particularly to the remaining rights and obligations of Pines under that certain document dated July 23, 1979, addressed to lot owners in said Subdivision by Pines and delivered to Security Title Company, Farmington, Utah, pursuant to escrow instructions dated February 2, 1979, which document of July 23, 1979, and the escrow agreement are herein collectively referred to as the "Agreement".

2. The parties hereto recognize and acknowledge that the improvements in the water and sewer system necessary to serve the Subdivision and required by the Agreement have not yet been completed and this Addendum is intended to expedite certain interim improvements for the benefit of the Association until such time as Nebeker completes the improvements for the Subdivision and any related properties.

3. Upon the signing hereof, Nebeker agrees to:

a. Execute and deliver to the Association a deed to a lot in the Subdivision, free and clear of encumbrances, to be used by the Association to fund in part the interim improvements.

b. Grant an easement for water lines and appurtenances by executing and delivering Exhibit 2 hereto.

c. Grant the Association the right to install its pump in the well of Nebeker to supply water to members of the Association and assign by proper documents a proportionate water right in said well up to 305 gallons per minute. Nebeker reserves the right to install another pump to serve the Association and others without further cost or charge to the Association for the replacement. If the pump is replaced by Nebeker, his successors and/or assigns, it is hereby understood and agreed that the Association shall share in the ownership of the new pump which ownership will be established as a pro-rata amount equal to the percentage increase in the gallons per minute pumped. (Example: If the gallons increase to 610, Association has 1/2 interest.)

d. Within a reasonable time a Water Users Association will be formed (which will comprise all of those parties benefiting from and using the well and pump referred to above), East Shore Association will pay a pro-rata amount of the costs for maintenance and power, and capital replacement as approved by the Idaho State Department of Health, based on the actual costs of construction, maintenance and power, and the percentage amount of water used by the East Shore Association.

4. Notwithstanding the foregoing interim improvements to be made by the Association, Nebeker agrees that within seven months from date he will complete all improvements and services required by the Agreement of July 23, 1979, or if not so completed, Nebeker will deed to the Association a sufficient number of lots in the Subdivision for sale by the Association to obtain revenues from which to complete so much of the balance of the improvements required by the Agreement to serve the Association members' lots. The association will not assume any obligation to any properties other than those belonging to owners who are members of the Association.

5. The parties agree to promptly cooperate in executing any documents necessary or desirable to accomplish the objects of this Addendum.

6. Nothing herein contained is intended to relieve Nebeker and his predecessors from the continuing obligations under the Agreement or to relieve the Association and its members from obligations associated with the planned unit development as it relates to owners of lots therein.

In witness whereof the parties have caused this Addendum to be executed and delivered as of the date first above written.



SIDNEY J. NEBEKER "NEBEKER"


EAST SHORE HOME OWNERS ASSOCIATION

BY: _____
President

BY: _____
Secretary

"ASSOCIATION"

BEAR LAKE COUNTY, IDAHO

RIGHT-OF-WAY AGREEMENT

FOR CULINARY WATER LINE

BEAR-LAKE PINES INVESTMENT COMPANY, a General Partnership, and SIDNEY J. NEBEKER and RENATE B. NEBEKER, as individuals and successors in interest to Bear-Lake Pines Investment Company, Grantors, do hereby convey and warrant to THE HOME OWNERS ASSOCIATION OF EAST SHORE SUBDIVISION NO. 1, as organized and existing under the state laws of Idaho, Grantee, its successor and assigns for the sum of \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a perpetual right-of-way and easement for the purpose of digging, laying, connecting to and maintaining, cleaning and operating a culinary water pipe line across a strip of land 20 feet wide, 10 feet on each side of the following described centerline:

Beginning at a point on the East boundary of East Shore Subdivision No. 1, which is North 2°20' East 28.28 feet from the Southeast corner of said East Shore Subdivision No. 1 in Bear Lake County, Idaho, and running thence South 47°20' East 59.41 feet; thence South 5°00' East 218.86 feet; thence North 86°19' East 416.18 feet to the point of tangency of a 330 foot radius curve to the right; thence along the arc of said curve to the right 264.08 feet through a central angle of 45°51'; thence South 47°50' East 300.00 feet; thence East 150.00 feet to a point which is South 1152.40 feet and West 424.08 feet from the Northeast corner of Section 12, Township 16 South, Range 44 East of Boise Base and Meridian.

To have and to hold the same unto Grantee, its successors and assigns so long as such water lines shall be maintained with the right of ingress and egress along said right-of-way, and to maintain, operate, and replace the same. The said Grantors reserve the right to use the said premises, but only for the purposes for which this right-of-way or easement is granted to the said Grantee.

WITNESS the hands of said Grantors this 2 day of April, 1987.

BEAR-LAKE PINES INVESTMENT COMPANY

By: Sidney J. Nebeker
Sidney J. Nebeker, General Partner

By: Renate B. Nebeker
Renate B. Nebeker, General Partner

Sidney J. Nebeker
Sidney J. Nebeker, Individually

Renate B. Nebeker
Renate B. Nebeker, Individually

Nauff H. Williams
ZIONS FIRST NATIONAL BANK

STATE OF)
 : ss.
COUNTY OF)
STATE

On this 2 day of April, 1987, personally appeared before me Sidney J. Nebeker and Renate B. Nebeker, General Partners for Bear-Lake Pines Investment Company, and Sidney J. Nebeker and Renate B. Nebeker, Individually, who duly acknowledged to me that they executed the same.

My Commission Expires:
10-25-88

Notary Public James A. Hagg
Residing at: West Jordan, Utah

AND ASSIGNMENT OF WATER RIGHTS

Beginning at a point which is South 179.45 feet and West 1535.81 feet to the point of beginning of East Shore Subdivision No. 1 and South 2°20' East 624.35 feet along the East boundary of said subdivision extended from the Northeast corner of Section 12, Township 16 South Range 44 East from the Boise Base and Meridian and running thence South 87°40' West 52.50 feet; thence North 2°20' West 6.00 feet; thence South 87°40' West 24.00 feet; thence South 2°20' East 24.00 feet; thence North 87°40' East 24.00 feet; thence North 2°20' West 6.00 feet; thence North 87°40' East 90 feet, more or less, to the West line of a county road; thence North 2°20' West 12.00 feet along said West line of road; thence South 87°40' West 37.50 feet to the point of beginning.

WITNESS the hands of said Grantors this 2 day of April,
1987.

By: Sidney J. Nebeker, General Partner

By: Renate B. Nebeker, General Partner

Sidney J. Nebeker, Individually

Rehate B. Nebeker, Individually

ZIONS (FIRST) NATIONAL BANK

On this 2 day of April, 1987, personally appeared before me Sidney J. Nebeker and Renate B. Nebeker, General Partners for Bear-Lake Pines Investment Company, and Sidney J. Nebeker and Renate B. Nebeker, Individually, who duly acknowledged to me that they executed the same.

Spencer A. Morgan
Notary Public
Residing at: West Jordan, Utah

WARRANTY DEED

BEAR LAKE PINES INVESTMENT CO. AND SYDNEY J. NEBEKER AND RENATE B. NEBEKER

grantor

of

County of

State of Utah, hereby

CONVEY and WARRANT to

grantee

EAST SHORE SUBDIVISION NO. 2 HOMEOWNERS ASSOCIATION

of

County

, State of Utah

for the sum of Ten and no/100 ----- DOLLARS

the following described tract of land in

Bear Lake

County,

State of ~~Idaho~~, to-wit:

Idaho

All of Lot 68, EAST SHORE SUBDIVISION NO. 2, according to the official plat recorded as instrument #122058.

WITNESS the hand of said grantor, this 2

day of April

A. D. 19 87

BEAR LAKE PINES INVESTMENT CO.

Signed in the presence of

By: Sydney J. Nebeker General PartnerBy: Renate B. Nebeker General PartnerBy: Sydney J. Nebeker IndividuallyBy: Renate B. Nebeker Individually

STATE OF UTAH

COUNTY OF

{ SS.

Sidney J. Nebeker

On the 2 day of April
Renate B. Nebeker
appeared before me

A. D. 1987 personally

Renate B. Nebeker

the signer of the within instrument who duly acknowledged Sidney J. Nebeker to me that he executed the same.

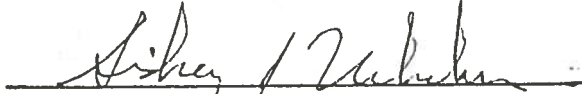
Notary Public James B. HargreavesResiding at West Jordan, UtahASSOCIATED TITLE COMPANY My Commission Expires: 10-25-88

Order No. _____

LOT SALES AGREEMENT

Whereas lot 68 of East Shore Subdivision has been turned over to the East Shore Subdivision Home Owners Association, it will be put up for sale for the sume of \$13,500. which money will be held in reserve for the completion of the water and sewer systems. In the event the lot does not sell within the first year of the date of this document the reserved money will decrease 5% per year, and each succeding year it is not sold, until the amount of money that the Home Owners Association despenses is down to \$11,000. at which time it will go no lower.

_____ day _____ 19 _____



SIDNEY J. NEBEKER
"NEBEKER"

EAST SHORE HOME OWNERS ASSOCIATION

by: _____

President

by: _____

Secretary

"ASSOCIATION"

Performance Curves

MODEL
SP 45

NOM. FLOW RATE

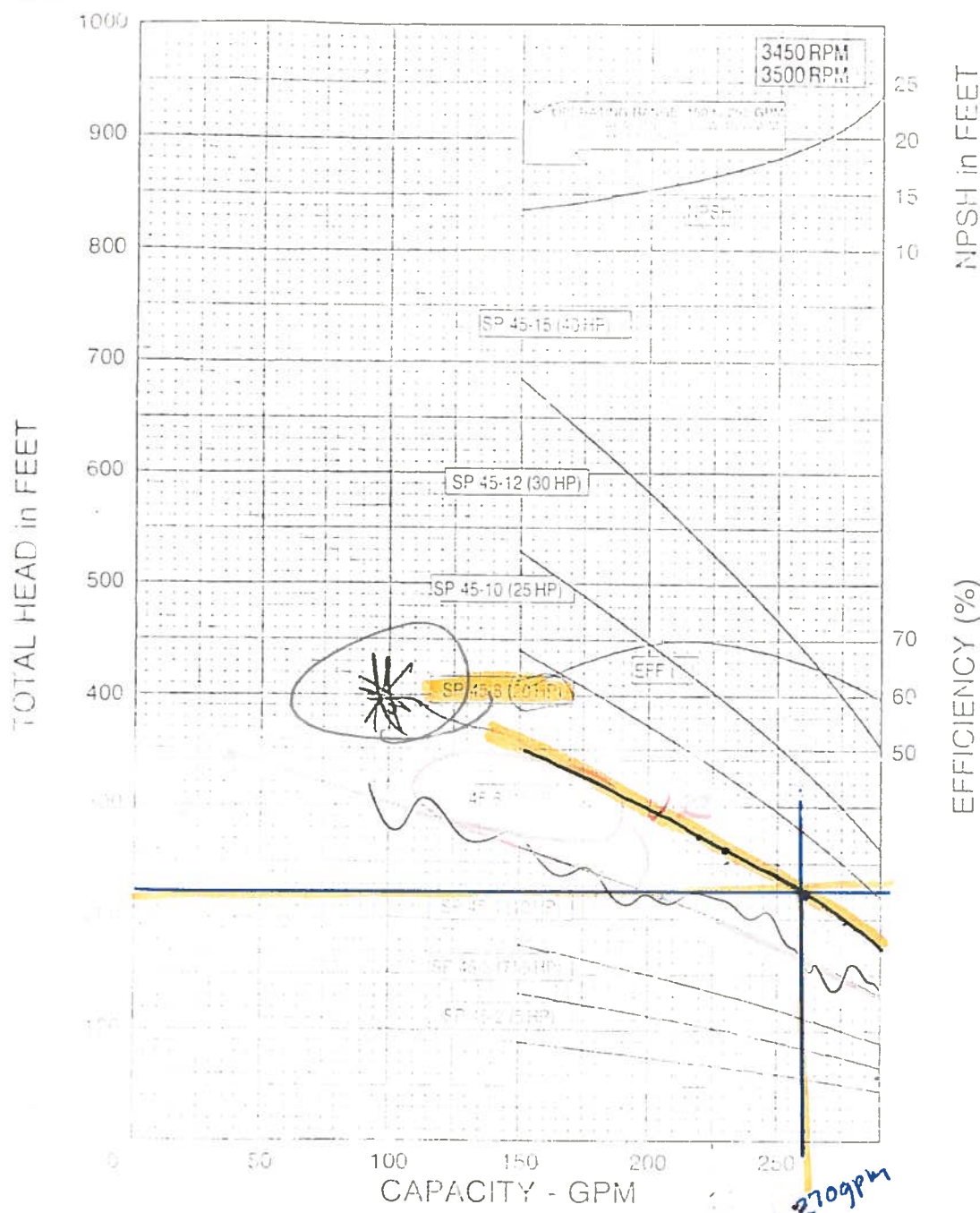
225 GPM

FLOW RANGE

150 to 290 GPM

PUMP OUTLET

3" NPT



DIMENSIONS AND WEIGHTS

MODEL NO.	HP	MIN. WELL SIZE	LENGTH (L)	APPROX. UNIT SHIPPING WT. (LBS.)
SP 45-2	5	6"	43 1/4"	86
SP 45-3	7 1/2	6"	48 1/2"	133
SP 45-4	10	6"	54 1/4"	145
SP 45-6	15	6"	64 3/4"	174
SP 45-8	20	6"	75 1/4"	193
SP 45-10	25	6"	85 5/8"	221
SP 45-12	30	6"	96 1/4"	260
SP 45-15	40	8"	114"	456

4 inch Motor 6 inch Motor

Dimensions are subject to change without notice.

