

STATE OF IDAHO P. 2
COUNTY OF KOOTENAI
AT THE REQUEST OF
First American Title Company

2005 OCT 19 P 4:53

DANIEL J. ENGLISH

DEPUTY

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37.00

1989492

120672

ESTOPPEL CERTIFICATE

This Estoppel Certificate is made by **CLYDE R. DENNISTON** and **MARJANNA DENNISTON**, husband and wife, of HANDEN IDAHO, hereinafter collectively "Denniston," and certifies to William A. Spring and his respective successors and assigns, that the following information and representations are accurate as of the date below:

1. Denniston entered into that certain Easement Agreement dated the 4th day of May, 2003, with Stephen Parker ("Parker"), which Easement was recorded as instrument No. 1809702 and re-recorded as instrument No. 1981458, records of Kootenai County, Idaho (hereinafter the "Denniston Easement"), as it concerned real property more particularly described in said Easement and the establishment of a sewage disposal system thereon, a copy of the Denniston Easement is attached hereto as **Exhibit "A"** and incorporated herein by reference.
2. Denniston acknowledges that pursuant to the Denniston Easement, a community waste water system has been constructed which includes two drip fields, the transport lines connecting the drip field to a connection point for each lot (Lots 14 thru 19, inclusive, First Addition to Block B, English Point Building Sites).
3. The drainfields or drip fields and the transmission or transport lines referenced above are more particularly described on that certain Easement recorded as instrument No. 1981458, records of Kootenai County, Idaho, a copy of which is attached hereto as **Exhibit "B"** and incorporated herein by reference, and more particularly depicted on **Exhibit "C"** attached hereto and incorporated herein by reference.
4. Denniston acknowledges that Parker, as assignor, transferred and assigned all his right, title and interest under the Denniston Easement to the East Waverly Local Homeowners Association, Inc., a non-profit Idaho corporation (the "Association"), a copy of said Assignment is attached hereto as **Exhibit "D"** and incorporated herein by reference.
5. The Denniston Easement is in good standing and remains in full force and effect, has not been assigned, has not been modified, supplemented or amended in any other way, and there are no other agreements between Denniston and Parker concerning said Easement, except as specified hereafter, if any.
6. The Denniston Easement is valid and in full force and effect and, to the best knowledge of Denniston, neither Denniston nor Parker are in default under said Easement.

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7. Similarly, as the new holder of the Denniston Easement, the Association has not defaulted and is in no way in default in the performance of its obligations under the Denniston Easement through the date of this certification, and Denniston acknowledges that all lots which have hooked up to the system to date have paid Denniston in full.

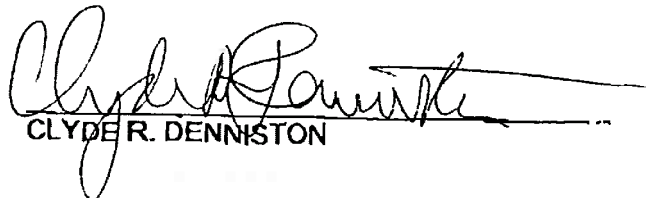
8. Denniston has no current claims or defenses against either Parker or the Association, nor has either Parker or the Association asserted any current offsets or claims against Denniston under the Denniston Easement.

9. Denniston has not filed and is not the subject of any filing for bankruptcy or reorganization under federal bankruptcy law.

10. Denniston has not received any notice of any present violation of any federal, state, county or municipal laws, regulations, ordinances, or order or directives related to the use of or condition of the subservient real property more particularly described in the Denniston Easement.

11. The Dennistons' receipt of payment in the amount of \$35,000.00 from the owner of adjusted Lot 17A, Block A, English Point Replat "A", according to the Plat recorded in Book J of Plats, page 221, records of Kootenai County, Idaho (formerly Lot 11, First Addition to Block B, of English Point Building Sites, according to the Plat recorded in Book "D" of Plats, at page 150, records of Kootenai County, Idaho, as adjusted), shall entitle said Lot 17A to the full benefit of the sewage disposal system and the Denniston Easement, including, without limitation, the right to connect the improvements on said Lot 17A to said system.

DATED this 4 day of October, 2005.


CLYDE R. DENNISTON


MARJANNA DENNISTON

1981458

DRAINFIELD AND TRANSMISSION LINE EASEMENTS

1989492 NW 1/4 SEC. 16, T.51N., R.3W., B.M., KOOTENAI COUNTY, IDAHO

LINE TABLE		
LINE	LENGTH	BEARING
L1	19.72	N 52°39'27" W
L2	46.92	N 46°47'13" E
L3	45.28	N 56°16'00" E
L4	34.84	N 46°11'42" E
L5	34.80	N 46°39'16" E
L6	30.30	N 43°34'13" E
L7	45.00	N 46°19'27" E
L8	17.38	S 50°44'51" E
L9	88.83	S 44°26'03" W
L10	10.84	S 24°45'18" W
L11	21.49	N 46°27'54" W
L12	30.93	N 55°27'47" W
L13	35.35	N 52°34'47" W
L14	53.83	N 63°25'10" W
L15	98.05	N 45°10'34" W
L16	42.99	N 65°31'05" W
L17	117.78	N 73°47'32" W
L18	42.36	S 78°48'31" W
L19	31.94	S 39°04'33" W

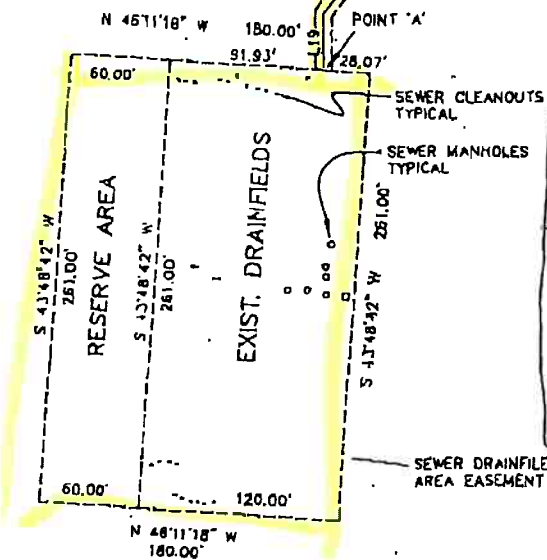
10' WIDE SEWER LINE EASEMENT

10' WIDE SEWER EASEMENT FROM EDGE OF ASPHALT.

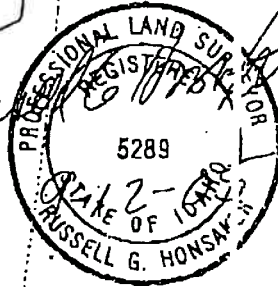
EXIST. EDGE OF ASPHALT

EXIST. SEWER VALVE BOXES

EDGE OF ASPHALT



STATE OF IDAHO
 COUNTY OF KOOTENAI
 AT THE REQUEST OF Michael Kase
 2005 SEP 20 A 11:47
 DANIEL J. ENGLISH
 DEPUTY
 FEES 18



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C1	530.50	8°19'59"	77.15	77.09	N 41°30'32" E

TITLE: EASEMENT EXHIBIT

SCALE: 1" = 100' DATE: 9/9/05 FILE: E65

FRAME & SME
 Consulting Engi
 503 North 4th Street, Coeur d'Alene
 Ph. (208)884-2121/Fax: 783-5502/Em

EXHIBIT
 "C"

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1809702

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF
Michael Keese

PAGE 1 of 2 ck

2003 JUN 26 A 10:39

DANIEL J. ENGLISH
ap
DEPUTY
FEES 9.00 EASEMENT

This Agreement of Easement made in the County of Kootenai, State of Idaho, on the 4th day of May 2003 by CLYDE R DENNISTON and MARJANNA DENNISTON, husband and wife, residing at English Point on Hayden Lake, County of Kootenai, State of Idaho, hereinafter referred to as "Party of the First Part", and STEPHEN PARKER residing at 7 McMurty Ct, Alameda, Ca 94052 hereinafter referred to as "Party of the Second Part".

WHEREAS, the Party of the First Part represents and warrants that they own and have fee simple title to that certain parcel of real estate located in the County of Kootenai, State of Idaho, more particularly described as follows:

Government Lots 1 and 3, Section 16, Township 51 North, Range 3 W.B.M., less all plotted parts.

and

WHEREAS, the Party of the Second Part desires to use a part of said property for a sub-surface septic disposal area, such as a drain field or absorption bed in compliance with State and County rules and regulations concerning sewage disposal for a single family residence for one Lot only between Lots 14-19 inclusive to:

FIRST ADDITION to BLOCK "B", of English Point Building Sites, according to the plat recorded in Book "D" of Plats, at page 150, records of Kootenai County, State of Idaho.

NOW, THEREFORE, it is mutually agreed as follows:

1. The Party of the First Part does hereby grant, assign, and set over unto the Party of the Second Part a perpetual easement for sub-surface septic tank waste disposal area.
2. Except as herein granted, the Party of the First Part shall continue to have full use and enjoyment of the property, but grants the right to the Party of the Second Part to enter and cross upon the above described land for construction, operation and maintenance of the sewer system.
3. The Party of the Second Part, their heirs and assigns, covenant with Party of the First Part, their heirs and assigns to at all times maintain and make necessary repairs

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EXHIBIT
'A'

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at their own expense, should the sewer system require the same for its proper upkeep and maintenance.

4. This easement intended to be perpetual and therefore run with the land for the benefit of the Party of the Second Part unto their successors and assigns until a sewage and/or affluent system become available to the above described property for connection. When a sewage and/or affluent system is available, the easement granted herein shall terminate, and the real property on which easement is located shall revert to the Party of the First Part.

5. This contract is subject to site approval by the Panhandle Health District for a sewage disposal system for one Lot only between Lots 14-19 inclusive.

6. Included in this contract, the Party of the First Part deeds land to the Second Part, that land described as follows: The land between Lots 14, 15, 16, 17, 18, 19 and English Point Rd Block "B" First Addition. That would be from the Southwest corner of Lot 19 to English Point Rd then north on east side English Point Rd approximately 600ft then east to Northwest corner of Lot 14.

7. This contract is for the amount \$35,000, \$5,000 due at signing and \$30,000 due subject to the closing of Earnest Money contract #144953 which will close on or before 7-10-2003.

8. Party of the First Part grants Party of the Second Part authorization to build a sewage disposal system for an additional five Lots with a price of \$35,000 per Lot cost to be paid at time of hookup. Additional Lots may have up too 6(SIX) BED-ROOMS, each.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.

Clyde R Denniston
CLYDE R DENNISTON

Marjanna Denniston
MARJANNA DENNISTON

Stephen Parker
STEPHEN PARKER

Estrella S. Parker
Estrella S. Parker

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STATE OF IDAHO)

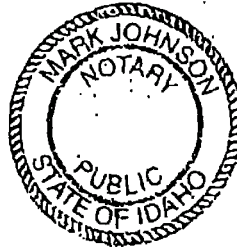
)ss.

COUNTY OF KOOTENAI)

On this 20th day of June, in the year of 2003, before me Mark Johnson, personally appeared Clyde R. Denniston and Marjanna Denniston, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.



Notary Public of Idaho
Residing at: Coeur d'Alene, ID.
Commission Expires: 11/22/2005



STATE OF CALIFORNIA)

)ss.

COUNTY OF ALAMEDA)

On this 24th day of June, in the year of 2003, before me, personally appeared Stephen P. Parker and Estrella S. Parker, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.



Notary Public of California
Residing at: Oakland
Commission Expires: 5-13-06



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EASEMENT

A 10 FOOT WIDE STRIP OF LAND BEING MEASURED 5 FEET AT A RIGHT ANGLE TO EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE LYING IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 51 NORTH, RANGE 3 WEST, B.M., KOOTENAI COUNTY, IDAHO:

BEGINNING AT THE ADJUSTED NORTHWESTERLY CORNER OF LOTS 16 AND 17, BLOCK B OF THE PLAT OF ENGLISH POINT BUILDING SITES FIRST ADDITION AS SHOWN ON RECORD OF SURVEY, BOOK 22, PAGE 396, RECORDS OF KOOTENAI COUNTY, SAID CORNER BEING THE TRUE POINT OF BEGINNING FOR THIS CENTERLINE DESCRIPTION;

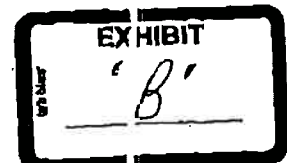
THENCE N 55°27'47" W, 30.93 FEET;
THENCE N 52°34'47" W, 35.35 FEET;
THENCE N 63.2510 W, 53.83 FEET;
THENCE N 45°10'34" W, 98.05 FEET;
THENCE N 65°31'05" W, 42.99 FEET;
THENCE N 73°47'32" W, 117.78 FEET;
THENCE S 78°48'31" W, 42.36 FEET;
THENCE S 39°04'33" W, 31.94 FEET TO POINT 'A' AND THE TERMINUS FOR THIS CENTERLINE DESCRIPTION.

THE LINES 5 FEET TO EITHER SIDE OF THE AFOREMENTIONED CENTERLINE BEING LENGTHENED OR SHORTENED TO INTERSECT THE NORTHWESTERLY BOUNDARY LINES OF SAID LOTS 16 AND 17.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL;

BEGINNING AT THE AFOREMENTIONED POINT 'A';
THENCE S 46°11'18" E, 28.07 FEET;
THENCE S 43°48'42" W, 261.0 FEET;
THENCE N 46°11'18" W, 180.0 FEET;
THENCE N 43°48'42" E, 261.0 FEET;
THENCE S 46°11'18" E, 151.93 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 10 FOOT WIDE STRIP OF LAND PARALLEL TO AND 10 FEET SOUTHEASTERLY AT A RIGHT ANGLE TO THE FOLLOWING DESCRIBED LINE:



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BEGINNING AT THE NORTHWESTERLY CORNER OF LOTS 14 AND 15, BLOCK B OF THE PLAT OF ENGLISH POINT BUILDING SITES FIRST ADDITION, BOOK D, PAGE 150, RECORDS OF KOOTENAI COUNTY;
 THENCE N 52°39'27" W, 19.72 FEET TO THE TRUE POINT OF BEGINNING FOR THIS LINE DESCRIPTION AND A POINT ON A NON-TANGENT CIRCULAR CURVE TO THE RIGHT;
 THENCE 77.15 ALONG SAID CIRCULAR CURVE, HAVING A RADIUS OF 530.5 FEET, A CENTRAL ANGLE OF 8°19'59", A CHORD BEARING OF S 41°30'32" W AND A CHORD DISTANCE OF 77.09 FEET;
 THENCE S 46°47'13" W, 46.92 FEET;
 THENCE S 56°16'00" W, 45.28 FEET;
 THENCE S 46°11'42" W, 34.84 FEET;
 THENCE S 46°39'16" W, 34.80 FEET;
 THENCE S 43°34'13" W, 30.30 FEET;
 THENCE S 46°19'27" W, 45.0 FEET, MORE OR LESS TO POINT 'B' AND THE INTERSECTION WITH THE NORTHWESTERLY PROJECTION OF THE ADJUSTED SOUTHERLY BOUNDARY LINE OF LOT 17, BLOCK B OF SAID ENGLISH POINT BUILDING SITES FIRST ADDITION AS SHOWN ON RECORD OF SURVEY BOOK 22, PAGE 403, RECORDS OF KOOTENAI COUNTY AND THE TERMINUS OF THIS LINE DECRPTION.

THE LINE 10 FEET SOUTHEASTERLY FROM THE AFOREMENTIONED LINE BEING LENGHTENED OR SHORTENED TO INTERSECT THE NORTHWESTERLY PROJECTION OF THE NORTH BOUNDARY OF SAID LOT 15 AND THE SAID NORTHWESTERLY PROJECTION OF THE ADJUSTED SOUTHERLY BOUNDARY LINE OF LOT 17.

TOGETHER WITH A 10 FOOT WIDE STRIP OF LAND, SAID STRIP BEING MEASURED 5 FEET AT A RIGHT ANGLE TO EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID ADJUSTED LOT 17;
 THENCE S 50°44'51" E, ALONG THE ADJUSTED SOUTHERLY BOUNDARY LINE, 17.38 FEET TO A POINT ON WAVERLY LOOP ROAD;
 THENCE FOLLOWING WAVERLY LOOP ROAD, S 44°26'03" W, 88.83 FEET,
 THENCE S 24°45'18" W, 10.84 FEET MORE OR LESS TO THE ADJUSTED LOT LINE BETWEEN LOTS 18 AND 19, BLOCK B OF SAID PLAT AS SHOWN ON SAID RECORD OF SURVEY, BOOK 22, PAGE 403 AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

THE LINES 5 FEET TO EITHER SIDE OF THE AFOREMENTIONED CENTERLINE DESCRIPTION BEING LENGHTENED OR SHORTENED TO INTERSECT THE WESTERLY BOUNDARIES OF SAID LOTS 17 AND 18 AND THE SAID ADJUSTED LOT LINE BETWEEN LOTS 18 AND 19.

[Handwritten signature]
 PROFESSIONAL LAND SURVEYOR
 REGISTERED
 5288
 STATE OF IDAHO
 RUSSELL G. HONSAKER

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ASSIGNMENT AND ASSUMPTION AGREEMENT

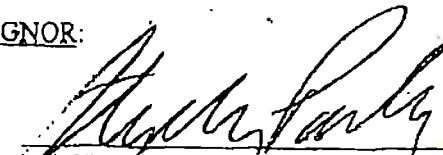
COMES NOW, STEPHEN PARKER ("Assignor") and EAST WAVERLY LOOP HOMEOWNERS ASSOCIATION, INC., a nonprofit corporation ("Assignee"), and agree, transfer, convey, grant, set over and assign as follows:

1. Assignor hereby assigns, conveys, grants, transfers and sets over all of his right, title and interest under said Easement recorded as Instrument No. 1809702, records of Kootenai County, Idaho, to Assignee.

2. Assignee hereby assumes all obligations of Assignor under that certain Easement recorded as Instrument No. 1809702, records of Kootenai County, Idaho.

ASSIGNOR:

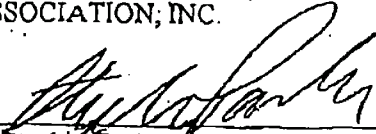
Dated: September 16th, 2005.


STEPHEN PARKER

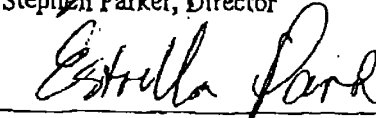
ASSIGNEE:

EAST WAVERLY LOOP HOMEOWNERS ASSOCIATION, INC.

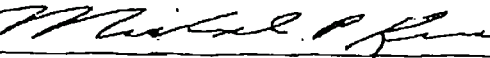
Dated: September 16th, 2005.

By 
Stephen Parker, Director

Dated: September 16th, 2005.

By 
Estrella Parker, Director

Dated: September 20th, 2005.

By 
Michael Keese, Director

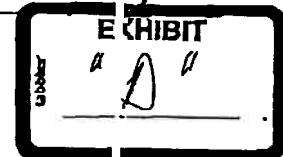
STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF
Michael Keese

2005 SEP 20 A 11 47

DANIEL J. ENGLISH

DEPUTY

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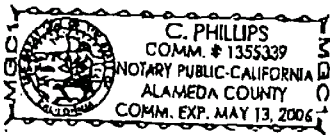
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STATE OF IDAHO CALIF.)
)ss.
COUNTY OF KOOTENAI (ALAMEDA)

On this 16th day of Sept., 2005, before me, a Notary Public in and for the State of Idaho, personally appeared before me ESTRELLA PARKER, who, being by me first duly sworn, declared that she is a Director of East Waverly Loop Homeowners Association, Inc., that she signed the foregoing instrument as a Director of the corporation, and that the statements therein contained are true.

WITNESS my hand and official seal hereto affixed the day and year first above written.

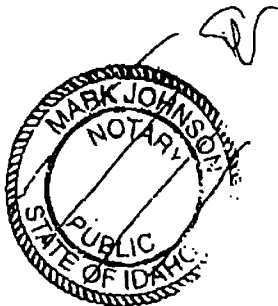


C Phillips
Notary Public for the State of Idaho
Residing in Oakland
Commission Expires 5-13-06

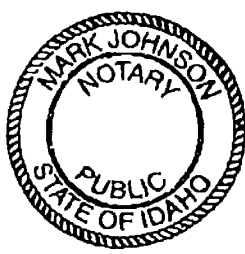
STATE OF IDAHO)
)ss.
COUNTY OF KOOTENAI)

On this 20 day of SEPTEMBER, 2005, before me, a Notary Public in and for the State of Idaho, personally appeared before me MICHAEL KEESE, who, being by me first duly sworn, declared that he is a Director of East Waverly Loop Homeowners Association, Inc., that he signed the foregoing instrument as a Director of the corporation, and that the statements therein contained are true.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Mark Johnson
Notary Public for the State of Idaho
Residing in COVIL O'ALLEN
Commission Expires 11-22-2005

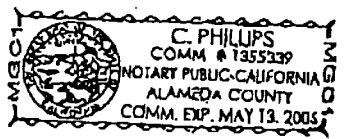


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STATE OF IDAHO CALIFORNIA)
COUNTY OF KOOTENAI ALAMEDA) ss.

On this 16th day of Sept, 2005, before me, a Notary Public in and for the State of Idaho, personally appeared STEPHEN PARKER, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal hereto affixed the day and year first above written.

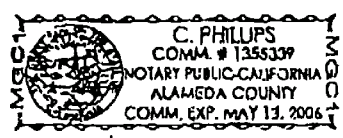


C Phillips
Notary Public for the State of Idaho CALIFORNIA
Residing in Oakland
Commission Expires 5-13-06

STATE OF IDAHO CALIF.)
COUNTY OF KOOTENAI ALAMEDA) ss.

On this 16th day of Sept., 2005, before me, a Notary Public in and for the State of Idaho, personally appeared before me STEPHEN PARKER, who, being by me first duly sworn, declared that he is a Director of East Waverly Loop Homeowners Association, L.C., that he signed the foregoing instrument as a Director of the corporation, and that the statements therein contained are true.

WITNESS my hand and official seal hereto affixed the day and year first above written.



C Phillips
Notary Public for the State of Idaho CALIF.
Residing in Oakland
Commission Expires 5-13-06