

463478

NO. 463478  
AT THE REQUEST OF: Maclean Johnson  
DATE & HOUR: 2-14-02 10:17  
SUSAN PETERSEN  
LATAH COUNTY RECORDER  
FEE \$ 21.00 BY S. Chapman  
picked up 10:17

After Recording, return to:

Patrick M. Risken  
Evans, Craven & Lackie, P.S.  
818 West Riverside, Suite 250  
Spokane, WA 99201  
(509) 455-5200

**EASEMENTS AND AGREEMENT FOR JOINT USE OF WELL**

THESE EASEMENTS AND AGREEMENT are made in this 12 day of ~~November~~ February 2002, by and between OLE JOHNSON and MARILYN JOHNSON, husband and wife, JOHN HOLUP and SARAH HOLUP, husband and wife, and THE ESTATE OF CONNIE B. HINGSTON, all of Moscow, Idaho:

WITNESSETH:

WHEREAS the Johnsons are the owners of the following described real property situated in Latah County, State of Idaho, to-wit:

A tract located in the Northeast Quarter of Section 30, Township 39 North, Range 5 West B.M., Latah County, State of Idaho, and further described as follows:

BEGINNING at the point where the Easterly right of way line of the North and South State Highway (F.A.P. 18-A2) intersects the South line of the Northeast Quarter of Section 30 in Township 39 North, Range 5 West B.M. said point being also N. 88 degrees 16 minutes E. 737.8 feet from the Southwest corner of said Northeast Quarter of Section 30; running thence N. 32 degrees 17 minutes E. 269.46 feet; thence N. 18 degrees 04 minutes E. 452.97 feet to a concrete highway marker, said point being the true point of beginning; thence S. 86 degrees 56 minutes E. 528.34 feet to the intersection with the centerline of the old Moscow-Lewiston County road; thence along said centerline N. 29 degrees 24 minutes W. 562.76 feet; thence N. 61 degrees 14 minutes W. 163.10 feet to the intersection with the Easterly right of way line of said State Highway (F.A.P. 18-A2); thence S. 09 degrees 17 minutes W. 25.6 feet along said right of way line; thence N. 80 degrees 43 minutes W. 20.0 feet along said right of

AGREEMENT FOR JOINT  
USE OF WELL - 1

way line; thence S. 09 degrees 17 minutes W. 525.50 feet along said right of way line to the true point of beginning. Said Tract No. 3 contains 3.57 acres; and

WHEREAS the Holups are the owners of the following described real property situated in Latah County, State of Idaho, to-wit:

A tract located in the Northeast Quarter of Section 30, Township 39 North, Range 5 West B.M., Latah County, State of Idaho, and further described as follows:

BEGINNING at the point where the Easterly right of way line of the North and South State Highway (F.A.P. 18-A2) intersects the South line of the Northeast Quarter of Section 30 in Township 39 North, Range 5 West B.M. said point being also N. 88 degrees 16 minutes E. 737.8 feet from the Southwest corner of said Northeast Quarter of Section 30; running thence along the subdivision line N. 88 degrees 16 minutes E. 520.64 feet; thence N. 3 degrees 12 minutes W. 223.47 feet to the true point of beginning; said point being the common corner for the tracts No. 1, No. 2, No. 4, and No. 5; thence N. 88 degrees 16 minutes E. 493.45 feet to the intersection with the centerline of the old Moscow-Lewiston County road; thence along said centerline N. 24 degrees 04 minutes W. 212.49 feet; thence along said centerline N. 29 degrees 24 minutes W. 209.24 feet; thence N. 86 degrees 56 minutes W. 327.20 feet; thence S. 3 degrees 12 minutes E. 409.47 feet to the true point of beginning. Said Tract No. 4 contains 3.50 acres; and

WHEREAS the Connie B. Hingston Estate is the owner of the following described real property situated in Latah County, State of Idaho, to-wit:

A tract located in the Northeast Quarter of Section 30, Township 39 North, Range 5 West B.M., Latah County, State of Idaho, and further described as follows:

BEGINNING at the point where the Easterly right of way line of the North and South State Highway (F.A.P. 18-A2) intersects the South line of the Northeast Quarter of Section 30 in Township 39 North, Range 5 West B.M. said point being also N. 88 degrees 16 minutes E. 737.8 feet from the Southwest corner of said Northeast Quarter of Section 30; running thence along the sub-division line N. 88 degrees 16 minutes E. 520.64 feet to the true point of beginning; thence along the sub-division line N. 88 degrees 16 minutes E. 579.46 feet to the intersection with the centerline of the old Moscow-Lewiston County Road; thence along said centerline N. 24 degrees 04 minutes

AGREEMENT FOR JOINT  
USE OF WELL - 2

W. 241.71 feet; thence S. 88 degrees 16 minutes W. 493.45 feet; thence S. 3 degrees 12 minutes E. 223.47 feet to the true point of beginning. Said Tract No. 5 contains 2.61 acres; and

WHEREAS there is a well for water located in the Northeast Corner of the Hingston property with an electric pump and with a pipeline running in a generally northerly direction from the well across the Hingston property to and across the Holup property and then to the Johnson property; and

WHEREAS the parties hereto wish to enter into an agreement as to their respective interests in said well and fixtures, and as to the use thereof, and for the repair, maintenance and operation of said facilities;

**NOW, THEREFORE**, it is hereby Agreed as follows:

1. That in consideration of the payment of Two Thousand Dollars (\$2,000.00) each, having already been made by each party hereto, each of said parties (a marital community being one party) owns a one-third (1/3) interest in and to said well, pump, casing and pipeline.
2. That such facilities and the water therefrom shall be for the use of the above-described tracts of land.
3. That each tract shall be entitled to a supply of water for **one** household dwelling and related domestic purposes including irrigation of a reasonably sized lawn and garden, but excluding irrigation, keeping livestock, maintaining pasture and the filling of outdoor pools – a pool level may be restored by use of the well, but a pool must be filled by another source, such as by truck;
4. That the Hingston Estate grants an easement and right of way to the Holups and Johnsons to enter upon the Hingston property at any time to (1) maintain, repair and reconstruct the pumping facilities of the well, and (2) to maintain, repair and reconstruct the pipeline running from the well to the North boundary of the Hingston property.
5. That the Holups grant an easement and right of way to the Hingston Estate and the Johnsons to enter upon the Holup property at any time to maintain, repair and reconstruct the pipeline running through the Holups' property.
6. That the Johnsons grant an easement and right of way to the Holups and to the Hingston Estate to enter upon the Johnson property at any time to maintain, repair and reconstruct the said pipeline running through the Johnson property.

AGREEMENT FOR JOINT  
USE OF WELL - 3

7. That as part of the consideration for the easements granted in Paragraphs 4, 5 and 6 above, the respective grantees of each and every one of those particular easements granted in Paragraphs 4, 5 and 6 above covenant and agree to:

- a. Prosecute such repair, maintenance and/or reconstruction with due diligence, and, in general, with such reasonable haste and in such manner as not to cause unreasonable inconvenience to the grantor; and
- b. Diligently refill any and all excavations made by them on the particular premises in an orderly and workmanlike manner to substantially the level of the nearest adjacent ground; and
- c. Forthwith and within a reasonable time restore the surface of the premises to a substantially like condition as existed just prior to the excavation.

8. That no party hereto shall have the right to change the location of the water line other than by the written mutual consent of all parties to this Agreement.

9. That each of the parties shall contribute an equal one-third (1/3) share of any and all costs and expenses required for the repair, maintenance and reconstruction of the well and pumping facilities. The costs and expenses required for the repair, maintenance and reconstruction of that part of the pipeline running from the well and located entirely upon the Hingston property shall be borne entirely by the Hingston estate or successors in interest. The costs and expenses required for the repair, maintenance and reconstruction of that part of the pipeline running from the North boundary of the Hingston property upon and through the Holup property and then to and upon the Johnson property shall be borne by the Holups and Johnsons, or their respective successors, in equal one-half (1/2) shares.

10. That each of the said parties hereto shall contribute a pro rata share of any and all costs and expenses required for the operation of the pumping facilities, including the cost of electricity, which pro rata share shall be a sum in the same proportion to the total cost of operation as the amount of water used by a party is to the total amount of water used by all parties.

11. That for the purpose of determining each party's pro rata share of the operating costs, a water meter has been installed on each of the above tracts of land to measure and to control the supply of water to each tract. Each party shall be individually responsible for the repair,

AGREEMENT FOR JOINT  
USE OF WELL - 4

maintenance and replacement of the water meter on its tract of land. Each party shall be responsible for reading its own meter and reporting its consumption of water to the well secretary, who shall be elected by the parties and who shall pay the operating costs, and who shall be immediately reimbursed by the parties according to their pro rata share as defined in Paragraph 10 above.

12. That water to any tract may be discontinued for any of the following reasons;

- a. For the use of water for any other property or purpose not described in this agreement, unless the written consent of all parties hereto is given previous to said use, with that consent held by the well secretary and a copy to each party hereto;
- b. For willful waste of water through imperfect pipes, fixtures, meters or otherwise;
- c. For nonpayment within ten (10) days after billing by the well secretary for any charges as requested in Paragraphs 9, 10 and 11 above.

13. That when service has been discontinued, it will be restored upon satisfaction of the condition under which service was suspended.

14. That the language in all parts of this Agreement shall, in all cases, be construed simply according to its plain meaning and not strictly for or against any party hereto. Realizing that it is impossible to foresee and to provide for all future contingencies that may arise out of this community well agreement, and knowing that court litigation is expensive, the parties agree to make an earnest good faith effort to settle any differences amicably amongst themselves and to make any written amendments hereto by Addendum, to be filed with the Latah County Auditor for public record.

15. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto. The parties intend that this agreement run with the land and that any person who shall become the owner of any of the above-described tracts of land shall be bound by the terms of and shall have the benefits of this Agreement.

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AGREEMENT FOR JOINT  
USE OF WELL - 5

DATED this 12<sup>th</sup> ~~day of November, 2001.~~ February 2002

*OLE JOHNSON*  
OLE JOHNSON

*[Signature]*  
CONNIE B. HINGSTON ESTATE  
By: Patrick M. Risken  
Personal Representative

*MARILYN JOHNSON*  
MARILYN JOHNSON

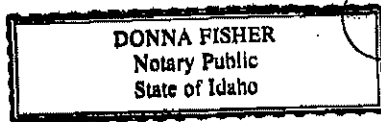
*JOHN HOLUP*  
JOHN HOLUP

*SARAH HOLUP*  
SARAH HOLUP *Sara Holup*

STATE OF IDAHO )  
  :ss.  
County of Latah )

On this 12<sup>th</sup> ~~day of November, 2001.~~ February 2002, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared before me OLE JOHNSON and MARILYN JOHNSON, known to me to be the persons whose names are subscribed to the above and foregoing instrument, and acknowledging that they have each executed the same with full understanding of the import thereof and after opportunity to consult counsel.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial seal that date last above written.



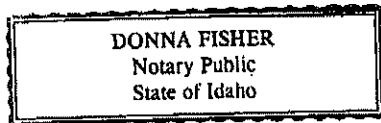
*[Signature]*

Notary Public in and for the State of Idaho,  
Residing at Moscow, *Idaho*  
My Commission Expires: August 10, 2007  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF IDAHO )  
:ss.  
County of Latah )

On this 12<sup>th</sup> day of ~~November~~ <sup>February</sup> 2001, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared before me JOHN HOLUP and SARAH HOLUP, known to me to be the persons whose names are subscribed to the above and foregoing instrument, and acknowledging that they have each executed the same with full understanding of the import thereof and after opportunity to consult counsel.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial seal that date last above written.



*Donna Fisher*  
Notary Public in and for the State of Idaho,  
Residing at  Moscow, Idaho   
My Commission Expires  August 10, 2007

MY COMMISSION EXPIRES  
August 10, 2007  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF WASHINGTON )  
:ss.  
County of Spokane )

On this 31st day of October, 2001, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared before me PATRICK M. RISKEN, known to me to be the person whose name is subscribed to the above and foregoing instrument as the Personal Representative of the Connie B. Hingston Estate, and having provided proof of his authority and capacity to act as same, and acknowledging that he has executed the same with full understanding of the import thereof and after opportunity to consult counsel.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial seal that date last above written.



*Mary T. Newlin*  
Notary Public in and for the State of  
Washington, Residing at Spokane  
My Commission Expires:  11/8/02

AGREEMENT FOR JOINT  
USE OF WELL - 7

250267

EASEMENTS AND AGREEMENT FOR JOINT USE OF WELL

THESE EASEMENTS AND AGREEMENT are made in triplicate this 24 day of July, 1970, by and between LAWRENCE PAUL and L. GRACE PAUL, husband and wife, of Moscow, Idaho, hereinafter called the Pauls, and EMSLEY H. STEVENS and JUDITH M. STEVENS, husband and wife, of Moscow, Idaho, hereinafter called, the Stevens, and OLE JOHNSON and MARILYN JOHNSON, husband and wife, of Moscow, Idaho, hereinafter called the Johnsons;

W I T N E S S E T H:

WHEREAS the Pauls are the owners of the following described real property situated in Latah County, State of Idaho, to-wit:

A tract located in the Northeast Quarter of Section 30, Township 39 North, Range 5 West B.M., Latah County, State of Idaho, and further described as follows: BEGINNING at the point where the Easterly right of way line of the North and South State Highway (F.A.P. 18-A2) intersects the South line of the Northeast Quarter of Section 30 in Township 39 North, Range 5 West B.M. said point being also N. 88 degrees 16 minutes E. 737.8 feet from the Southwest corner of said Northeast Quarter of Section 30; running thence along the sub-division line N. 88 degrees 16 minutes E. 520.64 feet to the true point of beginning; thence along the sub-division line N. 88 degrees 16 minutes E. 579.46 feet to the intersection with the centerline of the old Moscow-Lewiston County Road; thence along said centerline N. 24 degrees 04 minutes W. 241.71 feet; thence S. 88 degrees 16 minutes W. 493.45 feet; thence S. 3 degrees 12 minutes E. 223.47 feet to the true point of beginning. Said Tract No. 5 contains 2.61 acres; and

WHEREAS the Stevens are the owners of the following described real property situated in Latah County, State of Idaho, to-wit:

A tract located in the Northeast Quarter of Section 30, Township 39 North, Range 5, West B.M., Latah County, State of Idaho, and further described as follows: BEGINNING at the point where the Easterly right of way line of the North and South State Highway (F.A.P. 18-A2) intersects the South line of the Northeast Quarter of Section 30 in Township 39 North, Range 5 West B.M. said point being also N. 88 degrees 16 minutes E. 737.8 feet from the Southwest corner of said Northeast Quarter of Section 30; running thence along the sub-division line N. 88 degrees 16 minutes E. 520.64 feet; thence N. 3 degrees 12 minutes W. 223.47 feet to the true point of beginning; said point being the common corner for tracts No. 1, No. 2, No. 4, and No. 5; thence N. 88 degrees 16



minutes E. 493.45 feet to the intersection with the centerline of the old Moscow-Lewiston County Road; thence along said centerline N. 24 degrees 04 minutes W. 212.49 feet; thence along said centerline N. 29 degrees 24 minutes W. 209.24 feet; thence N. 86 degrees 56 minutes W. 327.20 feet; thence S. 3 degrees 12 minutes E. 409.47 feet to the true point of beginning. Said Tract No. 4 contains 3.50 acres; and

WHEREAS the Johnsons are the owners of the following described real property situated in Latah County, State of Idaho, to-wit:

A tract located in the Northeast Quarter of Section 30, Township 39 North, Range 5 West B.M., Latah County, State of Idaho, and further described as follows: BEGINNING at the point where the Easterly right of way line of the North and South State Highway (F.A.P. 18-A2) intersects the South line of the Northeast Quarter of Section 30 in Township 39 North, Range 5 West B.M. said point being also N. 88 degrees 16 minutes E. 737.8 feet from the Southwest corner of said Northeast Quarter of Section 30; running thence N. 32 degrees 17 minutes E. 269.46 feet; thence N. 18 degrees 04 minutes E. 452.97 feet to a concrete highway marker, said point being the true point of beginning; thence S. 86 degrees 56 minutes E. 528.34 feet to the intersection with the centerline of the old Moscow-Lewiston County Road; thence along said centerline N. 29 degrees 24 minutes W. 562.76 feet; thence N. 61 degrees 14 minutes W. 163.10 feet to the intersection with the Easterly right of way line of said State Highway (F.A.P. 18-A2); thence S. 09 degrees 17 minutes W. 25.6 feet along said right of way line; thence N. 80 degrees 43 minutes W. 20.0 feet along said right of way line; thence S. 09 degrees 17 minutes W. 525.50 feet along said right of way line to the true point of beginning. Said Tract No. 3 contains 3.57 acres; and

WHEREAS there is a well for water located in the Northeast corner of the Paul property with an electric pump and with a pipeline running in a generally northerly direction from the well across the Paul property to and across the Stevens property and then to the Johnson property; and

WHEREAS the parties hereto wish to enter into an agreement as to their respective interests in said well and fixtures, and as to the use thereof, and for the repair, maintenance and operation of such facilities;

NOW, THEREFORE, it is agreed as follows:

1. That in consideration of a payment of Two Thousand Dollars (\$2,000.00) each of the parties hereto shall have and are hereby granted a one-third (1/3) interest in and to said well, pump, casing, and pipeline.

2. That such facilities and the water therefrom shall be for the exclusive use of the above described tracts of land.

3. That each tract shall be entitled to a supply of water for one household dwelling and related domestic purposes including irrigation of a reasonable lawn and garden area, the filling of a swimming pool and water for three head of livestock, but excluding irrigation of pasture. In the event of a shortage of water, its use for household purposes shall take preference over any and all other uses as set forth in this paragraph.

4. That the Pauls grant a perpetual easement and right of way to the Stevens and the Johnsons to enter upon the Paul property at any time to (1) maintain, repair and reconstruct the pumping facilities of the well, and (2) to maintain, repair and reconstruct the pipeline running from the well to the North boundary of the Paul property.

5. That the Stevens grant a perpetual easement and right of way to the Pauls and the Johnsons to enter upon the Stevens' property at any time to maintain, repair and reconstruct the pipeline running through the Stevens' property.

6. That the Johnsons grant a perpetual easement and right of way to the Stevens and the Pauls to enter upon the Johnson property at any time to maintain, repair and reconstruct the said pipeline running through the Johnson property.

7. That as part of the consideration for the easements granted in Paragraphs 4, 5 and 6 above, the respective grantees of each and every one of those particular easements granted in Paragraphs 4, 5 and 6 above covenant and agree to:

a. Prosecute such repair, maintenance and/or reconstruction with due diligence, and, in general, with such reasonable haste and in such manner as not to cause unreasonable inconvenience to the grantor; and

b. Diligently refill any and all excavations made by them on

the particular premises in an orderly and workmanlike manner to substantially the level of the nearest adjacent ground; and

c. Forthwith and within a reasonable time restore the surface of the premises to a substantially like condition as existed just prior to the excavation.

8. That no party shall have the right to change the location of the water line other than by the mutual consent of all parties to this agreement.

9. That each of the parties shall contribute an equal one-third ( $1/3$ ) share of any and all costs and expenses required for the repair, maintenance and reconstruction of the well and pumping facilities. The costs and expenses required for the repair, maintenance and reconstruction of that part of the pipeline running from the well and located entirely upon the Paul property shall be borne entirely by the Pauls. The costs and expenses required for the repair, maintenance and reconstruction of that part of the pipeline running from the North boundary of the Paul property upon and through the Stevens property and then to and upon the Johnson property shall be borne by the Stevens and Johnsons in equal one-half ( $1/2$ ) shares.

10. That each of the parties shall contribute a pro rata share of any and all costs and expenses, such as electrical power, required for the operation of the pumping facilities, which pro rata share shall be a sum in the same proportion to the total cost of operation as the amount of water used by a party is to the total amount of water used by all parties.

11. That for the purpose of determining each party's pro rata share of the operating costs under Paragraph 10 above, a water meter has been installed on each of the above tracts of land to measure the amount of water used by each tract. Each party shall be individually responsible for the repair, maintenance and replacement of the meter on his tract of land and shall at all times keep the meter

in good working condition. Each party shall read his own meter and report his consumption of water to the well secretary, who shall pay the operating costs, and who shall be immediately reimbursed by the parties according to their pro rata share as defined in Paragraph 10 above. The well secretary shall be the owner of the property upon which the well is situated.

12. That water to any tract may be cut off for any of the following reasons:

- a. For the use of water for any other property or purpose not described in this agreement.
- b. For wilful waste of water through imperfect pipes, fixtures, meters, or otherwise.
- c. For nonpayment within ten (10) days after billing by the well secretary for any charges as requested by Paragraphs 9, 10 and 11 above.

13. That when service has been discontinued, it will be renewed when the conditions under which the service was suspended are corrected.

14. That the language in all parts of this agreement shall, in all cases, be construed simply according to its fair meaning and not strictly for or against any party. Realizing that it is impossible to foresee and to provide for all future problems that may arise out of this community well agreement, and knowing that court litigation is expensive, the parties agree to make an earnest effort to settle any differences amicably among themselves and to make any written amendments or additions to this agreement that their experience should prove desirable.

15. That this agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto. The parties intend that this agreement run with the land and that any person who shall become the owner of any of the above described tracts of land shall be bound by the terms

250267

of and shall have the benefits of this agreement.

Dated this 24 day of July, 1970.

Lawrence Paul  
Lawrence Paul

L. Grace Paul  
L. Grace Paul

Emsley H. Stevens  
Emsley H. Stevens

Judith M. Stevens  
Judith M. Stevens

Ole Johnson  
Ole Johnson

Marilyn Johnson  
Marilyn Johnson

STATE OF IDAHO )  
                  ) :ss.  
County of Latah )

On this 24 day of July, 1970, before me, the undersigned, a Notary Public in and for said state, personally appeared LAWRENCE PAUL and L. GRACE PAUL, known to me to be the persons whose names are subscribed to the above and foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the date last above written.



W. W. WORTENSON  
NOTARY PUBLIC in and for the State  
of Idaho, residing at Moscow, Idaho.

250267

STATE OF IDAHO )  
                  ) :ss.  
County of Latah )

On this 24 day of July, 1970, before me, the undersigned, a Notary Public in and for said state, personally appeared EMSLEY H. STEVENS and JUDITH M. STEVENS, known to me to be the persons whose names are subscribed to the above and foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the date last above written.



*[Handwritten Signature]*

NOTARY PUBLIC in and for the State of Idaho, residing at Moscow, Idaho.

STATE OF IDAHO )  
                  ) :ss.  
County of Latah )

On this 28 day of July, 1970, before me, the undersigned, a Notary Public in and for said state, personally appeared OLE JOHNSON and MARILYN JOHNSON, known to me to be the persons whose names are subscribed to the above and foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the date last above written.



*[Handwritten Signature]*

NOTARY PUBLIC in and for the State of Idaho, residing at Moscow, Idaho.

NO. 250267  
At the request of: Martinson, Cole & Warren  
Date & Hour: Aug 3 1970 9:30 A.  
M.K. Cline,  
Latah County Recorder  
fee \$ 7.00 by MacFarlane  
m / Box 599  
Moscow, Ida.

246862

PERMISSIVE GRANT OF WATER RIGHT

The grantors, MABEL C. GANO, a widow, and MARY GANO PAASCH, a feme sole trader, hereby give and grant to ROBERT EARL CLYDE and PATRICIA M. CLYDE, husband and wife, a water right as follows:

WHEREAS, the said Mabel C. Gano and her husband, Ward F. Gano, now deceased, gave a permissive easement and right to appropriate water in connection with and as a part of that certain Warranty Deed dated the first day of May, 1961, as recorded in Book 145 of Deeds at page 634, Office of Recorder of Latah County, Idaho, and

WHEREAS, said easement was to terminate upon the death of the grantor, Ward F. Gano, and

WHEREAS, Ward F. Gano died December 21, 1966, and

WHEREAS, it is the wish of the parties to continue to use the water and to grant a permissive easement for further enjoyment at this time:

NOW, THEREFORE, said permissive easement and right to appropriate water (as it is presently being appropriated by grantees) for domestic purposes only from the spring and cistern located on the land of said grantors adjoining the land of said grantees is hereby renewed and extended, said easement to continue at the sufferance of said grantors.

DATED this 30 day of September, 1969.

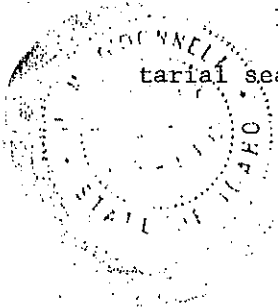
Mary Gano Paasch

Mabel C. Gano

STATE OF IDAHO )
) ss.
County of Latah )

On this 30 day of September, 1969, before me, the under-
signed Notary Public in and for said State, personally appeared MABEL
C. GANO, a widow, and MARY GANO PAASCH, a feme sole trader, known to
me to be the persons whose names are subscribed to the foregoing
instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and no-
tarial seal the date last above written.



J. M. O'Donnell
Notary Public for Idaho
Residing at Moscow, Idaho

246862

State of Idaho }
County of Latah } ss

I certify that this instrument was filed
on the 3 day of October 19 69
at 9:50 o'clock A. M. Request of
J. M. O'Donnell
recorded in vol. 17 of L + A. at
page 583

M. K. CLINE

County Recorder

By Jean Bauer
Deputy

Fee \$ 2.00 chg

3/



213114

WARRANTY DEED

The grantors, WARD F. GANO and MABEL C. GANO, husband and wife, for and in consideration of the sum of One Dollar and other valuable consideration, in hand paid, convey and warrant unto ROBERT EARL CLYDE and PATRICIA M. CLYDE, husband and wife, a fee simple and merchantable title against all lawful claims and demands, in and to the following described real estate situated in Latah County, Idaho:

Beginning at the point of intersection of the Easterly right-of-way line of U. S. Highway 95 (North and South FAP 18-a(2) Highway) and the West line of the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section Thirty (30), Township Thirty-nine (39) North, Range Five (5) West of the Boise Meridian, said point of intersection being located approximately 742 feet North of the Southwest Corner of said S. E. 1/4 S. W. 1/4 of Section Thirty (30), and running thence S. 00° 14' E. a distance of 152.0 feet along the West line of said S. E. 1/4 S. W. 1/4 of Section Thirty (30), thence N. 72° 46' E. a distance of 386.0 feet, thence N. 52° 46' E. a distance of 300.0 feet, thence N. 44° 51' W. a distance of 298.3 feet to a point on the said Easterly right-of-way line of U.S. Highway 95, thence S. 46° 36' W. a distance of 370.5 feet along said Easterly right-of-way line, said Easterly right-of-way line being located 50 feet Easterly from, and parallel to, the center line of said U. S. Highway 95, thence N. 43° 24' W. a distance of 15.0 feet, thence S. 46° 36' W. a distance of 162.9 feet along the said Easterly right-of-way line of U. S. Highway 95, said Easterly right-of-way line being located 35 feet Easterly from, and parallel to, the center line of said U. S. Highway 95, to the point of beginning, and containing 3.3 acres, more or less,

together with the permissive easement and right to appropriate water (as it is presently being appropriated by grantees) for domestic and livestock purposes only from the spring and cistern located on the adjoining land owned by said grantors, said easement permitted at the sufferance of said grantors, said easement to terminate upon the death of the grantor, Ward F. Gano.

Dated this 1st day of May, 1961.



Ward F. Gano

Mabel C. Gano

STATE OF IDAHO )  
 ) ss.  
County of Latah )

On this 1st day of May, 1961, before me, the under-  
signed Notary Public in and for said State, personally appeared  
WARD F. GANO and MABEL C. GANO, husband and wife, known to me to  
be the persons whose names are subscribed to the foregoing instru-  
ment, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and  
notarial seal the date last above written.

*[Signature]*  
Notary Public for Idaho  
Residing at Moscow, Idaho



213114

WARRANTY DEED

Ward F. Gano,  
et ux Mabel C.

to

Robert Earl Clyde  
et ux Patricia M.

State of Idaho )  
County of Latah )

I certify that this instrument was filed  
on the 16 day of June, 1961  
at 3:25 o'clock P.M. Request of  
Robert Earl Clyde  
recorded in vol. 145 Deeds  
page 634

BESSIE BARCOCK

County Recorder

By Lois Blanchard  
Deputy

Fee 11.50

m/ Robert Earl Clyde  
Route 1, Moscow, Idaho