

Office of the Clerk of the District Court, Ex-Officio Auditor and Recorder, Kootenai County, Idaho

RECEIVED this day the following instrument as shown on reception record of even date herewith.

COUNTY RECORDER,
Clerk of the District Court
and Ex-Officio Auditor and
Recorder.

H. Taylor
Deputy.

Coeur d'Alene, Idaho, SEP 7 1982

Leaning Pine, Inc

TO

REQUEST OF

James M. Crosby et al

gcd

Fee, \$ *7.00*

Any inquiry Regarding This Instru-
ment Please Refer to this Number

915284

GRANTED

INDEXED

915285

BOOK 121 PAGE 494

A G R E E M E N T

THIS AGREEMENT made and entered into this 1st day of September, 1982 by and between the following named persons: HUBERT E. BONEBRAKE and MILDRED E. BONEBRAKE, husband and wife, ETHELYN SMITH, a widow, HARRIET S. McCONNEL, a widow, all being referred to as "FOUNDERS"; also GARTH M. CROSBY and HERMIA C. CROSBY, husband and wife, GWENDOLYN ANDREWS, a widow, OSCAR FARNSWORTH and JEAN FARNSWORTH, husband and wife, all being referred to as "AFFILIATES". Said Founders and Affiliates together referred to as ASSOCIATES, are parties of the first part. LEANING PINE, INC., an Idaho Corporation with its principal place of business being Kellogg, Idaho, party of the second part, hereinafter referred to as "PINE".

W I T N E S S E T H:

RECITALS:

1. The Founders hereinabove named and certain other persons who would be classified as Founders who no longer hold any interest but altogether are known as the Original Founders, acquired by purchase in the name of Roger H. McConnel and Harriet S. McConnel a tract of land referred to as the original tract bordering on Lake Coeur d'Alene at Half Round Bay in Section 11, Township 48 North, Range 4 West of Boise Meridian by deed being dated March 27, 1951, and recorded April 4, 1951, in Book 148 of Deeds at page 353, records of Kootenai County, Idaho. Said property was described as followings:

All that portion of the South 728 feet of Lot 1, and all that portion of the North 1048 feet of Lot 2, Section 11, Township 48 North, Range 4, W.B.M. lying west of State Highway No. 95-E (now called State Highway 97) being situated in the county of Kootenai, State of Idaho.

An easement is reserved for the use of the road running from highway 95-E (now called highway 97) to the lake shore for the use of the property adjoining on the north, over the above described lands.

2. This acquisition was made for the sole purpose of making said tract a pleasant and serene area for summer homes to be developed and controlled according to their original purposes and designs and this Agreement has been entered into for this express purpose and to establish rights in the roadway and water lines, pumps, and wells, and all provisions hereinafter set forth are in furtherance of that plan and program.

3. Subsequent to said purchase, said tract was conveyed to PINE, which in turn conveyed to each Founder by deed his described lot.

These lots were conveyed to the persons hereinafter named by deeds, which deeds are recorded in Deed Records of Kootenai County, State of Idaho, as follows:

1. Hubert E. and Mildred Bonebrake, husband and wife. Deed dated October 19, 1962, and recorded 7th day of November 1962, in Book 191 of Deeds at page 127.
2. Roger H. (now deceased) and Harriet S. McConnel, a widow. Deed dated January 3, 1964, and recorded the 20th day of January 1964, in Book 195 of Deeds at Page 405.
3. Norman M. (now deceased) and Ethelyn Smith, husband and wife. Deed dated April 22, 1963, and recorded April 24, 1963, in Book 192 of Deeds at Page 514.
4. Gwendolyn Andrews, a widow. Deed dated April 22, 1963, and recorded the 11th day of October 1963, in Book 194 of Deeds at Page 433.
5. Garth M. and Hermia Crosby, husband and wife. Deed dated June 17th 1968 and recorded the 24th day of June 1968 in Book 222 of deeds at Page 208-9.
6. Jack E. and Elsie McKay, husband and wife. Deed dated April 22, 1963, recorded the 24th day of May, 1963, in Book 193 of Deeds at page 92. This lot was later conveyed to A.F. Aichlmayr and Lois Aichlmayr, thereafter said parties were divorced and A.F. Aichlmayr was awarded the real property. A.F. Aichlmayr has since conveyed his interest to O.W. Farnsworth and Jean Farnsworth, husband and wife.

4. The Founders in addition to laying out the individual lots, made improvements including a road leading from Highway 95A (now Highway 97) across the tract with access roads to each lot; two wells were drilled and two water systems were established, one from the wells and one from Coeur d'Alene Lake, with pipe lines distributing water to each lot. Also, a fence along the west side of Highway 97 was built and a gate was established. Said improvements being on land owned by PINE.

NOW THEREFORE, IT IS COVENANTED AND AGREED AS FOLLOWS:

I. WATER SYSTEM:

It is agreed that the water system including the wells and two (2) pump houses, exclusive of the property itself, serving the presently existing homes is the personal property of the Associates or their successors. The water systems are very near their respective capacities. Additional lot owners should develop their own water source and system. When and if any Associate sells his home, his interest in the water system shall be included as a part of and appurtenant to said home and realty and shall be deemed to run with the land.

The costs of maintaining or repairing the water system, including the well(s), shall be born equally by the Associates or their successors and each party hereto grants to the party whose line or lines crosses the grantors property a specific easement across said grantors property for the maintenance, repair or replacement of said water system.

PINE grants to the Associates a permanent easement across its land covered by this agreement for purposes of locating, replacing, maintaining, repairing, servicing, or installing water lines, the well and two (2) pump houses, serving the homes of the Associates. In the event at some future date a new well or wells are required PINE does by this agreement grant an easement to

serve said homes from the new well or wells.

No water lines, wells or pump stations shall be moved and relocated without the written consent of a majority of the Associates, except that if the present capped well is revived for use then Associates have an easement for this well and line serving said well.

II. ACCESS ROAD:

PINE also grants to the Associates a permanent easement across its land covered by this Agreement for the roads that give access to the Associates homes. The cost of maintaining said roads and gate shall be borne equally by the Associates. Said road right of ways, water lines and wells are shown on attached Exhibit "A" which by reference is made a part hereof. The right of ingress and egress does not include the right to use heavy equipment to mar, destroy, obstruct or the right to cut trees and other growth to re-align the road to which this easement is granted.

In addition PINE agrees to convey by deed to each property owner a tract of land that will bring their respective property lines contiguous to the road right of way as shown on Exhibit "A". These tracts are shown on said Exhibit "A".

PINE may, as determined by its Directors, set such restrictions and policies as it sees fit regarding the land owned by it (subject to the easements given to the Associates) and such restrictions shall be clearly set forth in any deed given by PINE to any purchaser of land.

Purchasers from PINE of tracts and/or lots from and covered by this Agreement will be subject to all restrictions listed hereinbefore.

IV. CONFIRMATION OF OTHER EASEMENTS:

The parties hereto specifically confirm all other easements, rights or privileges each has acquired by use or otherwise over the years since acquisition of the property.

Each party hereto acknowledges that it is only a privilege and not a right to put and store docks in Half Round Bay, which privilege may be terminated by PINE or any party to whom PINE may sell property fronting on Half Round Bay.

V. INUREMENT:

This agreement is binding upon and inures to the benefit of the parties, their heirs and personal representatives.

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


Hubert E. Bonebrake


Mildred E. Bonebrake


Ethelyn Smith


Harriet S. McConnell

FOUNDERS

Garth M. Crosby
Garth M. Crosby

Hermia C. Crosby
Hermia C. Crosby

Gwendolyn Andrews
Gwendolyn Andrews

Oscar Farnsworth
Oscar Farnsworth

Jean Farnsworth
Jean Farnsworth

AFFILIATES

LEANING PINE, INC.

By W.E. Burchard
President

Attest:

Harriet A. McConnell
Secretary

STATE OF IDAHO }
COUNTY OF KOOTENAI } SS
AT THE REQUEST OF
Garth Crosby
M 15 minutes past 4 o'clock PM
SEP 7 1982
CAROL DEITZ
By Kathy Trifan Deputy
Fee \$ 21.82
Return to

STATE OF IDAHO)
) ss
County of Shoshone)

BOOK 121 PAGE 496

On this 1st day of September, 1982 before me the undersigned, a Notary Public in and for the State aforesaid, personally appeared HUBERT E. BONEBRAKE and MILDRED E. BONEBRAKE, husband and wife; ETHELYN SMITH, a widow; HARRIET S. McCONNEL, a widow; GARTH M. CROSBY and HERMIA C. CROSBY, husband and wife; GWENDOLYN ANDREWS, a widow; and OSCAR FARNSWORTH and JEAN FARNSWORTH, husband and wife, 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 the day and year in this certificate first above written.

Alben Chalkley
Notary Public in and for the State of
Idaho, Residing at: Shelburne
My Commission expires: September

STATE OF IDAHO)
) ss
County of Shoshone)

On this 1st day of September 1982 before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared HUBERT E. BONEBRAKE and HARRIET S. McCONNEL, President and Secretary, respectively, of LEANING PINE, INC., the corporation whose name is subscribed to the foregoing instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year in this certificate first above written.

Alben Chalkley
Notary Public in and for the State
of Idaho, residing at: Shelburne
My Commission expires: September

RECORD OF SURVEY
 WITHIN GOV'T LOT 2, SEC. 11, T. 48 N., R. 4 W., B.M., KOOTENAI CO., ID.

LAKE COEUR D'ALENE

TAX NO. 12143
 BOOK 308, PAGE 615
 DAVIS

TAX NO. 5583
 BOOK 193, PAGE 92
 FARNSWORTH

TAX NO. 5644
 BOOK 194, PAGE 83
 CROSBY

TAX NO. 5485
 BOOK 191, PAGE 127
 BONEBRAKE

TAX NO. 5730
 BOOK 195, PAGE 405
 McCONNEL

TAX NO. 5670
 BOOK 194, PAGE 433
 ANDREWS

TAX NO. 5541
 BOOK 192, PAGE 514
 SMITH

NOTE

SHORELINE LOCATION FROM SURVEY BY
 K. PRESTON, LAKE EL. 2122.92 (1-23-58)
 PRIVATE ROAD LOCATION BY FIELD MEASUREMENT, 3-30-82.

BASIS OF BEARING

BASIS OF BEARING IS N79°21'00"W BETWEEN TWO DRILL
 STEEL SET BY KENNETH L. PRESTON AS SHOWN ON HIS
 PLAT OF LEANING PINE POINT, 9-10-58 AND ALSO SHOWN
 ON THE RECORD OF SURVEY BY MECKEL ENGINEERING &
 SURVEYING RECORDED IN BOOK 2 OF SURVEYS, PAGE 70,
 RECORDS OF KOOTENAI COUNTY.

CERTIFICATE OF SURVEY

I, JAMES P. MECKEL, P.E./L.S. 3451, STATE OF IDAHO, HEREBY
 CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY
 MADE BY ME OR UNDER MY DIRECTION FOR LEANING PINES, INC.

NOTE

LOCATION OF THE WATER SYSTEM IS PER
 INFORMATION SUPPLIED BY GARTH CROSBY.

LEGEND

- FIND DRILL STEEL - EXCEPT AS NOTED
- SET DRILL STEEL WITH TAG
- SET IRON ROD & CAP
- R.M. REFERENCE MONUMENT PER PRESTON'S PLAT, 1958
- (R) RECORD
- ⊕ SECTION CORNER
- ⬇️ HYDRANTS

MECKEL ENGINEERING AND SURVEYING 402 IDAHO AVENUE COEUR D'ALENE, IDAHO 83814		
RECORD OF SURVEY WITHIN GOVERNMENT LOT 2, SEC. 11, T. 48 N., R. 4 W., B.M., KOOTENAI CO., IDAHO		
SCALE: 1" = 60'	DRN: P.H.	NO. 82-25
DATE: 4-5-82	CK'D: R.D.	WATER SYSTEM-5-2-82

