

1785798

Recorded at the Request of:

Lukins & Annis, P.S.
250 Northwest Blvd. Suite 102
Coeur d'Alene, Idaho 83814

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF
Lukins & Annis
2003 MAR -7 P 1:27
DANIEL J. ENGLISH
[Signature]
DEPUTY
FEES 900

DECLARATION OF WATER SHARING EASEMENTS

This Declaration of Water Sharing Easements is made and effective this 7th day of March, 2003, by **CHRISTOPHER F.X. POWERS and STEPHANIE H. POWERS, husband and wife** (collectively the "Declarants"), with reference to the following facts:

A. The Declarants are the owners of four (4) parcels of land located along North Hayden Lake Road in the Hayden Lake area of Kootenai County, Idaho, which are more particularly identified and described as follows:

Well Parcel:

Lot 1, Block 1, HAYDEN ACRES, according the to plat thereof recorded in Book "G" of Plats, at Page 57, Records of Kootenai County, Idaho.

Control Parcel:

Lot 2, Block 1, POWERS HILLSIDE ESTATES, according the to plat thereof recorded in Book "G" of Plats, at Page 131, Records of Kootenai County, Idaho.

Westerly Parcel:

Lot 1, Block 1, POWERS HILLSIDE ESTATES, according the to plat thereof recorded in Book "G" of Plats, at Page 131, Records of Kootenai County, Idaho.

Easterly Parcel:

Lot 3, Block 1, POWERS HILLSIDE ESTATES, according the to plat thereof recorded in Book "G" of Plats, at Page 131, Records of Kootenai County, Idaho.

All such Parcels shall be referred to herein individually by the above designations, or collectively as the "User Parcels."

B. The Declarants desire to establish easement rights in favor of the User Parcels, for the use of an existing water system located on the Well Parcel, including a water well, pump, piping, and other equipment necessary or convenient to withdraw water from the ground and transport it to the various properties to be served (all elements being referred to herein collectively as the "Water System"), all subject to the terms and conditions set forth in this Declaration.

1785798

NOW, THEREFORE, the Declarants hereby declare that each of the User Parcels shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the non-exclusive easements established herein for the use and enjoyment of the Water System, which easements are hereby established for the benefit of all such User Parcels. The easements, obligations, and rights established herein shall constitute encumbrances and benefits running with the land and shall be perpetually binding upon and shall inure to the benefit of the Declarants and their successors in interest and assigns, and all parties having or acquiring any right, title or interest in or to any of the User Parcels.

The easement rights shall be subject to the following terms and conditions:

1. The Well Parcel and the Control Parcel shall have perpetual, non-exclusive rights to use, operate, maintain, repair, and replace the Water System for domestic and irrigation purposes on such Parcels (but without any right to use water from the Water System on any other property not described herein, and without any right to grant further water easements or rights to any other property not described herein).

2. The Declarants and their successors in interest with respect to the Control Parcel hereby reserve and shall have the exclusive right to grant similar water rights in the Water System to either the Westerly Parcel or the Easterly Parcel (but not both). Such rights shall be established by the recordation of an amendment to this Declaration in the official records of Kootenai County, making specific reference to this Declaration, and describing the granting of such rights to either the Westerly Parcel or Easterly Parcel.

3. The rights of all User Parcels using the Water System shall be equal, but neither the Declarants nor any of their successors with respect to any of the Parcels shall be deemed to have made any warranty or representation to any other User Parcel owner, as to the amount or quality of water available from the Water System.

4. Each of the User Parcels shall also have non-exclusive easements over each of the other User Parcels for purposes of installing, operating, maintaining, repairing and replacing underground water lines as reasonably required to transport water from the Well Parcel to the individual User Parcels. Such lines shall be located underground, and as close as practicable to the boundaries of the various User Parcels so as not to interfere with construction of other improvements on the User Parcels.

5. The Declarants also acknowledge that there already exists an agreement for the sharing of rights in the Water System between the Declarants, as the owners of the Well Parcel, and the third party owners of Lot 2, Block 1, of Hayden Acres (the "Third Party Parcel") located immediately to the east of the Well Parcel (the "Prior Agreement"). Accordingly, all rights under this Declaration are subject and subordinate to the rights established in the Prior Agreement. However, the Declarants, as operators of the Water System and the holders of rights to receive monthly payments from the owner of the Third Party Parcel for water service under the Prior Agreement, hereby declare that such operation obligations and the right to collect fees therefor, shall be assigned exclusively to the owner of the Control Parcel (until such owner shall relinquish such obligations and rights as provided herein).

1785798

6. All costs of operating, repairing, and maintaining the Water System (excluding any delivery pipes or equipment servicing only a single User Parcel) shall be borne by the owner of the Control Parcel, in that power to the Water System is metered through said Control Parcel, which is the Declarants' current homesite. The owners of each other User Parcel shall pay to the owner of the Control Parcel, as a condition to the right to receive water, a monthly fee equal to the monthly fee paid from time to time under the Prior Agreement.

7. Should the owner of the Control Parcel determine, in its discretion, to relinquish the right and obligation to operate, repair, and maintain the Water System for the benefit of the User Parcels and the Third Party Parcel (along with the right to collect fees therefor), then such owner shall have the right to record an amendment to this Declaration, removing said Control Parcel from the terms of this Declaration. In that event, the owners of the remaining Parcels shall agree among themselves as to how the Water System shall thereafter be operated, maintained, and repaired, and how the fees for water service shall be determined and paid. Following such agreement, such remaining owners shall cause the power to the Water System to be provided through another Parcel, and the Control Parcel shall be relieved of any further obligations with respect to the Water System. Such rights and obligations, including the right to collect fees for water service, shall then be assigned according to the agreement of the remaining owners.

Dated: March 7, 2003

Christopher F. X. Powers
CHRISTOPHER F.X. POWERS

Stephanie H. Powers
STEPHANIE H. POWERS

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

On this 7 day of March, 2003, before me, EDWARD F. WROE, a Notary Public in and for the State of Idaho, personally appeared CHRISTOPHER F.X. POWERS and STEPHANIE H. POWERS, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Edward F. Wroe
Notary Public for Idaho
Residing at DALETON
Commission Expires 11/22/06

130183

DANIEL J. ENGLISH 3P I 2169827000
KOOTENAI CO. RECORDER Page 1 of 3
BBB Date 07/23/2008 Time 16:23:02
REC-REQ OF PIONEER TITLE COMPANY
RECORDING FEE: 9.00
2169827000 DE 2

Recorded at the Request of:

Lukins & Annis, P.S.
250 Northwest Blvd. Suite 102
Coeur d'Alene, Idaho 83814
Attention: Peter J. Smith IV

AMENDED DECLARATION OF WATER SHARING EASEMENTS

This Amended Declaration of Water Sharing Easements ("Amended Declaration") is made and effective this 8 day of July, 2008, by **CHRISTOPHER F.X. POWERS and STEPHANIE H. POWERS, husband and wife**, whose address is P.O. Box 2577, Hayden, Lake, Idaho 83835 (collectively the "Declarants"), with reference to the following facts:

A. On March 7, 2003, Declarants recorded a "Declaration of Water Sharing Easements" ("Prior Declaration") with the Kootenai County Recorder's Office as Instrument No. 1785798.

B. At the time the Prior Declaration was recorded, Declarants were the owners of four (4) parcels of land located along North Hayden Lake Road in the Hayden Lake area of Kootenai County, Idaho, which are more particularly identified and described as follows:

Well Parcel:

Lot 1, Block 1, HAYDEN ACRES, according the to plat thereof recorded in Book "G" of Plats, at Page 57, Records of Kootenai County, Idaho.

Control Parcel:

Lot 2, Block 1, POWERS HILLSIDE ESTATES, according the to plat thereof recorded in Book "G" of Plats, at Page 131, Records of Kootenai County, Idaho.

Westerly Parcel:

Lot 1, Block 1, POWERS HILLSIDE ESTATES, according the to plat thereof recorded in Book "G" of Plats, at Page 131, Records of Kootenai County, Idaho.

Easterly Parcel:

Lot 3, Block 1, POWERS HILLSIDE ESTATES, according the to plat thereof recorded in Book "G" of Plats, at Page 131, Records of Kootenai County, Idaho.

All such Parcels shall be referred to herein individually by the above designations, or collectively as the "User Parcels."

L:\P\POWERS022459\00002\REV\AMENDMENT TO DECLARATION OF WATER SHARING EASEMENTS-062608-PJS.DOCX 6/30/08

C. The Prior Declaration provided in Paragraph 2 that the Declarants reserved the exclusive right to grant water rights in the Water System to either the Westerly Parcel or the Easterly Parcel (but not both). Such rights were to be established by the recordation of an amendment to the Prior Declaration in the official records of Kootenai County, making specific reference to Prior Declaration, and describing the granting of such rights to either the Westerly Parcel or Easterly Parcel.

NOW, THEREFORE, Declarants by this Amended Declaration hereby establish easement rights in favor of the Easterly Parcel (described above), for the use of an existing water system located on the Well Parcel, including a water well, pump, piping, and other equipment necessary or convenient to withdraw water from the ground and transport it to the various properties to be served (all elements being referred to herein collectively as the "Water System"), all subject to the terms and conditions set forth in the Prior Declaration, the remaining terms of which are incorporated herein by this reference.

The Declarants hereby declare that the Easterly Parcel shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the non-exclusive easements established in Prior Declaration for the use and enjoyment of the Water System, which easements are hereby established for the benefit of the Easterly Parcel. The easements, obligations, and rights established herein shall constitute encumbrances and benefits running with the land and shall be perpetually binding upon and shall inure to the benefit of the Declarants and their successors in interest and assigns, and all parties having or acquiring any right, title or interest in the Easterly parcel.

Dated: July 8, 2008


CHRISTOPHER F.X. POWERS


STEPHANIE H. POWERS

STATE OF IDAHO)

:ss.

County of Kootenai)

On this 8th day of July, 2008, before me, Brenda Cara Zosel, a Notary Public in and for the State of Idaho, personally appeared CHRISTOPHER F.X. POWERS and STEPHANIE H. POWERS, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Brenda Cara Zosel

Notary Public for Idaho

Residing at Coeur d'Alene, ID

Commission Expires 05.19.2012



Accurate Testing Labs, LLC

7950 Meadowlark Way
Coeur d'Alene, ID 83815
Phone (208) 762 8378 Fax (208) 762 9082
www.accuratetesting.com
info@accuratetesting.com

Certificate of Analysis

Order No.: **2020060238**

Page: 1 of 1

Chris Powers
5954 English Point Rd
Hayden, ID 83835

Project: 37371 E. Hayden Lake Rd

Date Received: 06/10/2020 11:25

Sample: **1** Matrix: Drinking Water
Location: Cistern Fill Pipe D/T Collected: 06/10/2020 10:40
Sample Type: RS-Routine Sample Collected by: Chris

Analyte	Result	Unit	Method	PQL	Analysis Date	Analyst
E. Coli	Absent	cfu/100mL	9223B-PA	1	06/11/20	GM
Total Coliform	Absent	cfu/100mL	9223B-PA	1	06/11/20	GM

Sample: **2** Matrix: Drinking Water
Location: Hose Bib D/T Collected: 06/10/2020 11:00
Sample Type: RS-Routine Sample Collected by: Chris

Analyte	Result	Unit	Method	PQL	Analysis Date	Analyst
E. Coli	Absent	cfu/100mL	9223B-PA	1	06/11/20	GM
Total Coliform	Absent	cfu/100mL	9223B-PA	1	06/11/20	GM

Sample: **3** Matrix: Drinking Water
Location: Kitchen Sink D/T Collected: 06/10/2020 10:45
Sample Type: RS-Routine Sample Collected by: Chris

Analyte	Result	Unit	Method	PQL	Analysis Date	Analyst
E. Coli	Absent	cfu/100mL	9223B-PA	1	06/11/20	GM
Total Coliform	Absent	cfu/100mL	9223B-PA	1	06/11/20	GM

If the RESULT is 'ND' (Not Detected) or 'Absent', that means the concentration is less than the PQL (Practical Quantitation Limit for this method).

Comments:



Laboratory Supervisor, Digitally signed by: Walter Mueller Date: 06/11/20