

5-5

Chester Lackey  
Chester Lackey

20602126

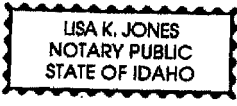
State of Idaho }  
County of Bannock } ss.

On this 130-06 day of 130-06, in the year 2005, before me, a Notary Public in and for said state, personally appeared,

Chester Lackey known

or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



Lisa K. Jones  
Notary Public for the State of Idaho  
Residing at: Pocatello  
Commission Expires: 06-01-07

## MUTUAL USE AGREEMENT

THIS AGREEMENT entered into this 24<sup>th</sup> day of March, 1998, between THE COUNTRY PLACE ASSOCIATION, INC., an Idaho Corporation, hereafter referred to as "Association", and THE COUNTRY PLACE TOO HOMEOWNERS ASSOCIATION, INC., an Idaho Corporation, hereafter referred to as "Association Too", with both Associations jointly referred to herein as the "Parties";

WHEREAS, the Association is the owner of and responsible for the maintenance, repair and improvements of all common areas, including the existing private access and interior roadways, buried sewer line and buried six-inch water line situate upon the real property particularly described on Exhibit A attached hereto and by reference incorporated herein; and

WHEREAS, by Quitclaim Deed dated September 19, 1991, and recorded as Instrument No. 91016623 in the official records of Bannock County, Idaho, the Association, as Grantor, conveyed to Bill K. Lystrup, his heirs and assigns, as Grantee, the real property particularly described in Exhibit B attached hereto and by reference incorporated herein, together with any interest the Association had in the common area contained in said real property because of the Declaration of Covenants recorded as Instrument No. 601054 in Book 320 of the official records of Bannock County, Idaho; and

WHEREAS, by Quitclaim Deed dated September 19, 1991, and recorded as Instrument No. 91016024 in the official records of Bannock County, Idaho, Bill K. Lystrup, as Grantor, conveyed to the Association, as Grantee, the real property particularly described in Exhibit A attached hereto and by reference incorporated herein, excepting therefrom "Grantor's right to use existing roadway

for access to property described in Exhibit B and Grantor's right to use existing sewer line and existing six-inch water line for the benefit of property described in Exhibit B;" and

WHEREAS, Association Too is now the owner of all common areas contained within Exhibit B pursuant to a Corporation Quitclaim Deed recorded as Instrument No. 93017836 in the official records of Bannock County, Idaho, from Becker-West, Inc., the successor in interest to the ownership of Bill K. Lystrup in the real property described in Exhibit B; and

WHEREAS, Association Too, has the identical responsibility of maintenance, repair and improvements of all common areas, including access and interior roadways, sewer lines and water lines presently situate or hereafter to be constructed upon the real property particularly described on Exhibit B attached hereto and by reference incorporated herein; and

WHEREAS, the Parties desire to enter into a written agreement to share the expense incurred for the maintenance, repair and improvement of the existing roadway, sewer line and water line situate upon or within the real property described in Exhibit A upon the terms and conditions hereafter set forth;

NOW THEREFORE, IT IS MUTUALLY AGREED BY THE PARTIES AS FOLLOWS:

1. That the Parties shall always maintain the existing roadway upon the real property described in Exhibit A as a private roadway for the exclusive use of the owners and members of the respective Parties, their agents, guests, invitees and lessees for ingress and egress of vehicular and pedestrian traffic to and from the contiguous real property of the owners and members of the Parties, respectively. The Parties shall share equally in the costs to maintain, repair, and improve the existing private roadway upon the real property described in Exhibit A, including snow removal, but Association Too

shall, at its sole cost and expense construct, maintain, repair, and improve the private roadways now or hereafter laid out and constructed upon the real property described in Exhibit B in accordance with the recorded plat of The Country Place Townhouse P.U.D.

2. The existing utility easements upon or under the real property described in Exhibit A shall be for the exclusive use of the Parties, their heirs, successors, and assigns solely for the purpose of installing, operating, and maintaining utilities for electricity, telephone, gas, water, and sewer, to serve all the property of the owners and members of the respective Parties. The Parties shall share equally in the costs to maintain, repair, and improve the main utility lines for electricity, gas, water, and sewer which serve the owners and members of both Parties, but each association shall be solely responsible for the cost to hook into such main lines and to maintain, repair, and improve all utility lines running from the main lines which do not serve owners and members of the other Association.

Association Too shall at its sole cost and expense, construct, maintain, repair and improve all utilities to be constructed upon the real property described in Exhibit B in accordance with the recorded plat of the Country Place Townhouse P.U.D.

3. The terms and conditions of this Mutual Use Agreement shall be appurtenant to and shall run with the real property described in Exhibits A and B, respectively, for the benefit of, and be binding upon the Parties and their respective owners and members and their heirs, successors, and assigns, unless hereafter revoked in writing by the Parties, their successors and assigns, and duly recorded with the County Recorder of

Bannock County, Idaho.

Executed the day and year first above written by the presidents of the respective Associations,  
duly authorized by resolution of the respective boards of directors.

THE COUNTRY PLACE ASSOCIATION, INC.

By: Helen M. Rowland  
President

ATTEST:

Bonita R. Bradley  
Secretary

THE COUNTRY PLACE TOO HOMEOWNERS  
ASSOCIATION, INC.

By: J. A. Boyle  
President

ATTEST:

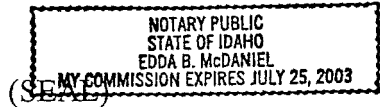
Mary Catherine Hadley  
Secretary

STATE OF IDAHO )  
 :  
County of Bannock )

On this 24<sup>th</sup> day of March, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared HELEN M. ROWLAND, known or identified to me to be the President of THE COUNTRY PLACE ASSOCIATION, INC., the corporation that executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Edda B. McDaniel  
NOTARY PUBLIC FOR IDAHO  
Residing at Pocatello  
My Commission Expires: 7/25/2003

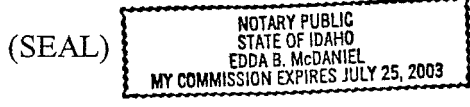


STATE OF IDAHO )  
 :  
County of Bannock )

On this 24<sup>th</sup> day of March, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN DOYLE, known or identified to me to be the President of THE COUNTRY PLACE TOO HOMEOWNERS ASSOCIATION, INC., the corporation that executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Edda B. McDaniel  
NOTARY PUBLIC FOR IDAHO  
Residing at Pocatello  
My Commission Expires: 7/25/2003



A tract of land in the southeast quarter of the southeast quarter of Section 35, Township 6 South, Range 34 East, Boise Meridian, a portion of The Country Place, Townhouse P.U.D. recorded in the records of Bannock County, Idaho, June 1, 1978 as instrument 601055, described as follows:

BEGINNING at the southwest corner of The Country Place, Townhouse P.U.D. recorded in the records of Bannock County, Idaho, June 1, 1978 as instrument 601055; thence

North  $00^{\circ}13'49''$  East along the west boundary of The Country Place, Townhouse P.U.D. for a distance of 125.25 feet; thence

North  $84^{\circ}14'29''$  East along the north side of a private road for a distance of 193.04 feet; thence

Continuing along the north side of the private road  
North  $89^{\circ}49'24''$  East for a distance of \_\_\_\_\_; thence

South  $00^{\circ}00'44''$  East along the east side of the private road for a distance of 145.23 feet to an angle point on the north boundary of The Country Place, thence

A+D

Following the boundary of The Country Place, Townhouse P.U.D. for the next five (5) courses

1. South  $89^{\circ}59'17''$  West for a distance of \_\_\_\_\_; set to an angle point; thence
2. South  $03^{\circ}28'29''$  East for a distance of 67.11 feet to a point in the northerly right of way line of Grant Avenue; thence
3. North  $81^{\circ}14'05''$  West along the north right of way line of Grant Avenue for a distance of 256.96 feet; thence
4. North  $00^{\circ}13'25''$  West for a distance of 27.77 feet; thence
5. South  $89^{\circ}59'17''$  West for a distance of 162.52 feet to the point of beginning.

Comprising 1.64 acres, more or less.

The Country Place Townhouse P.U.D., the boundaries of which are more particularly described as follows:

A parcel of land lying in the E½ of the SE¼, SE¼ Section 35 T. 6 S., R34 E., B.M., South of the Portneuf River and in Lot 4, Section 1, T. 7 S, R 34 E., B.M., more particularly described as follows:

BEGINNING at the SE corner of said Section 35, T. 6 S., R. 34 E., B.M.; thence S. 89°59'17" W along the south line of said Section 35 a distance 248.23 feet; thence S. 03°28'29" E a distance of 6711 feet to north right-of-way of Grant avenue; thence a right-of-way N. 81°14'05" W a distance 2 the west line of said Section 1, T.7 S. *entire* thence along said westline N *Sub* ce of 27.77 feet to the south n 35; thence along said south 4 a distance of 162.52 feet; E a distance of 431.23 feet to y of the Portneuf River flood conca thence along said easement the following s and distances S 72°52'49" E - 18.43 feet; N 1. 07'11" E - 50 feet; S 72°52'49" E - 656.86 feet to the East line of said Section 35; thence along said East line S 00°13'08" W. a distance of 280.09 feet to the SE corner of said Section 35, which is the TRUE POINT OF BEGINNING and containing 6.03 acres, more or less.

Excepting therefrom the following real property more particularly described as follows:

A tract of land in the southeast quarter of the southeast quarter of Section 35, Township 6 South, Range 34 East, Boise Meridian, a portion of The Country Place, Townhouse P.U.D. recorded in the records of Bannock County; Idaho, June 1, 1978 as instrument 601055, described as follows:

BEGINNING at the south Townhouse P.U.D. recor County, Idaho June 1, 1

*excepting out A + D*

untry Place, of Bannock 1055; thence

North 00°13'49" East a Country Place, Townhouse feet; thence

ary of The e of 125.25



North 84°14'29" East along the north side of a private road for a distance of 193.04 feet; thence

Continuing along the north side of the said private road North 89°49'24" East for a distance of 230.39 feet; thence

South 00°00'44" East along the east side of a private road for a distance of 145.23 feet to an intersection with the south boundary of The Country Place, Townhouse P.U.D.; thence

Following the boundary of The Country Place, Townhouse P.U.D. for the next five (5) courses:

1. South 89°59'17" West for a distance of 10.47 feet to an angle point; thence
2. South 03°28'29" East for a distance of 67.11 feet to a point in the northerly right of way line of Grant Avenue; thence
3. North 81°14'05" West along the north right of way line of Grant Avenue for a distance of 256.96 feet; thence
4. North 00°13'25" West for a distance of 27.77 feet; thence
5. South 89°59'17" West for a distance of 162.52 feet to the point of beginning.

Comprising 1.64 acres, more or less.