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CHRIS YAMAMOTO
CANYON COUNTY RECORDER

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Canyon County Recorder's Office Cover Page

ACCOMMODATION

SHARED IRRIGATION SYSTEM AND ELECTRICITY USE AGREEMENT

The Shared Irrigation System and Electricity Use Agreement dated this 15th day of April, 2021 by Mark Neice and Michelle Bennett-Neice; Lynda Friesz-Martin and Brian Martin; and Kevin Slazas and Kimberly Slazas collectively referred to as Users.

Background of Agreement

Users are owners of adjacent properties in the city of Middleton, Canyon County, ID. Mark Neice and Michelle Bennett-Neice are the owners of the property known as Lot 5 Block 1, Blue Heron Subdivision. Lynda Friesz-Martin and Brian Martin are owners of the property known as Lot 4, Block 1, Blue Heron Subdivision. Kevin Slazas and Kimberly Slazas are owners of the property known as Lot 3 Block 1, Blue Heron Subdivision. The Users own properties that abut each other and draw irrigation water from a pond and pump located on Lot 5, Block 1, Blue Heron Subdivision. The pump runs on electric power and billing occurs through an Idaho Power account 2223980745 which Mark Neice and Michelle Bennett-Neice are the responsible payees on the account. The invoice is generated monthly by Idaho Power on approximately the 1st of each calendar month and the payment is required approximately the 15th of each calendar month. The use of the easement requires continual clean-up of pond and surrounding areas and pump maintenance, repair, or future replacement.

This irrigation easement serves all three lots and properties and includes maintenance: ongoing clean-up of pond and surrounding areas and pump maintenance, repair, or future replacement that serves Lot 3, 4, and 5 users. The Users have determined that it is in their mutual interest to have executed and recorded an agreement for sharing the costs of maintenance and repair of the pond, pump, surrounding area, and payment of shared electricity expense to generate water use from the pump. The purpose of this Agreement is to place into writing the mutual rights and obligations of the users of the jointly used Irrigation system.

Agreement

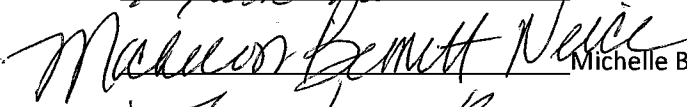
NOW THEREFORE, in consideration of their mutual promises and intending to be legally bound, the parties agree as follows:

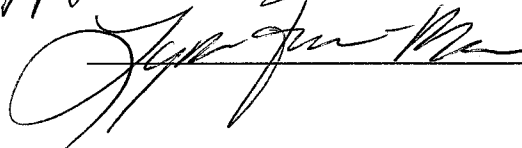
1. Grant of Easement. Each party grants to the other a permanent easement of the pond, entryway to the pond, and use of the pump located on the southwest corner of Lot 5 Block 1, Blue Heron Subdivision.
2. Sharing of Costs and Expenses. The parties shall share the expenses as follows: Mark Neice and Michelle Bennett-Neice - owners of the property known as Lot 5 Block 1, Blue Heron Subdivision; Lynda Friesz-Martin and Brian Martin - owners of the property known as Lot 4, Block 1, Blue Heron Subdivision; and Kevin Slazas and Kimberly Slazas - owners of the property known as Lot 3 Block 1, Blue Heron Subdivision, their successors and assigns shall pay equal expense for the maintenance and repair of the irrigation system, defined as costs of maintenance and repair of the pond, pump, surrounding area, and payment of shared electricity expense to generate water use from the pump located on the easement in the southwest corner of Lot 5 Block 1, Blue Heron Subdivision, Middleton, ID.

3. The electrical use and any costs associated with repair or replacement will be prorated based on percentage of land ownership of Lot 3 - 7.83 acres (38.5% of cost), Lot 4 - 5 acres (25% of cost), and Lot 5 - 7.33 acres (36.5% of cost).
- The electrical invoice bill be emailed to owners of parcels 3 and 4 on approximately the first calendar day of the month and payment of prorated shares as identified in section B, is due within 14 days. Payment method may be discussed with owners of Lot 5; the default method is payment of check. A late fee of 12% will be assessed beyond 14 calendar days.
 - If the pump requires repair or replacement, property owners will be contacted within 24 hours to determine the course of action by the land owner noting the problem. If repairs can be made by landowners, the cost of materials will be shared on the schedule in item 2.f repairs require qualified experts to repair or replace, three bids will be requisitioned and the homeowners will jointly make the decision on the winning bidder. Professional repair costs and all costs associated with the pump, electrical system, pond, or surrounding area are the responsibility of owners of Lot 3, 4, 5 Block 1, Blue Heron Subdivision and or assigns, Middleton, ID 83644.
 - Noxious weeds grow around the pump area and moss and trash accumulate in the pond. It is the responsibility of owners of Lot 3, 4, 5 Block 1, Blue Heron Subdivision and or assigns, Middleton, ID 83644 to abate these conditions. Routine maintenance will occur during each owners' water use timeframe.
 - The water is released from the irrigation company around April 15th annually. It takes 3-7 days to reach capacity at the irrigation pond. Lot 4, Block 1 will irrigate the first 3 days when water is made available at the pond, and will then communicate to owners of Lot 5, Block 1 that water is available. Lot 5, Block 1 owners will water for 4 days, and will then communicate to owners of Lot 3, Block 1 that water is available. Lot 3, Block 1 will water for 5 days and then communicate to owners of Lot 4 Block 1 that water is available. Based on needs of newly planted land or other factors contributing to a change of this schedule, communication is required from the party requiring a schedule adjustment within 3 days of need to adjust schedule, further schedule can be amended based on mutual agreement of all users.
4. Binding Effect. This Shared Irrigation Agreement shall not be modified except in writing signed by the parties, their successors or assigns. This Agreement and its obligations and benefits shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This Agreement dated this 19 day of April, 2021.


Mark Neice Lot 5, Block 1


Michelle Bennett-Neice Lot 5, Block 1


Lynda Friesz-Martin Lot 4, Block 1

Brian Martin

Brian Martin Lot 4, Block 1

Kevin Slazas

Kevin Slazas Lot 3, Block 1

Kim Slazas

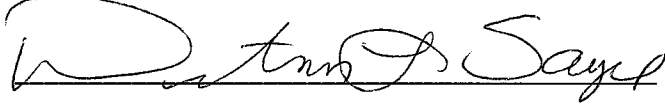
Kimberly Slazas Lot 3, Block 1

STATE OF: Idaho)

COUNTY OF Ada)

On this 22nd day of April, in the year of 2021, before me the undersigned Notary Public in and for said State, personally appeared Mark Niece known or identified to me (or proved to me on the oath of), to be the person whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

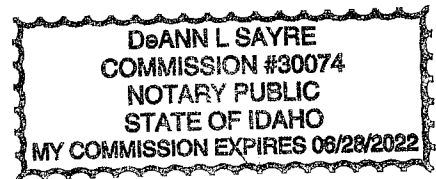
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for Idaho

Residing at: Nampa, ID

My commission expires: _____



STATE OF: Idaho)

COUNTY OF Ada)

On this 20th day of May , in the year of 2021, before me the undersigned Notary Public in and for said State, personally appeared Kevin Slazas and Kimberly Slazas known or identified to me (or proved to me on the oath of), to be the person whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

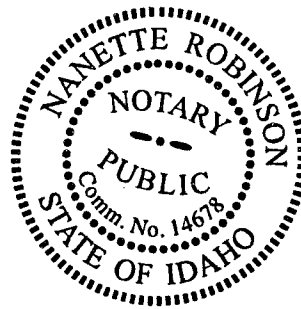
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for Idaho

Residing at: Nampa

My commission expires: 5/2/2025



STATE OF: Idaho)

COUNTY OF Ada)

On this 22nd day of April , in the year of 2021, before me the undersigned Notary Public in and for said State, personally appeared Michelle Bennett Neice known or identified to me (or proved to me on the oath of), to be the person whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

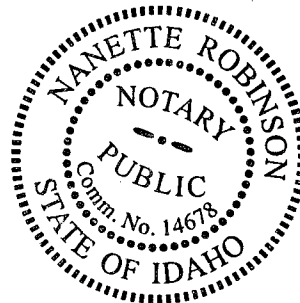
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for Idaho

Residing at: Nampa

My commission expires: 5/2/2025



STATE OF: Idaho)

COUNTY OF Ada)

On this 27th day of April, in the year of 2021, before me the undersigned Notary Public in and for said State, personally appeared Lynda Friesz-Martin known or identified to me (or proved to me on the oath of), to be the person whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

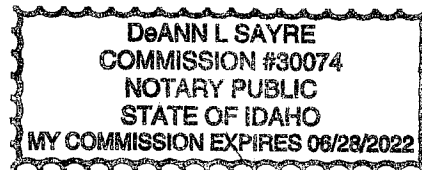
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

DeAnn L Sayre

Notary Public for Idaho

Residing at: Nampa, ID

My commission expires: _____



STATE OF: Idaho)

COUNTY OF Ada)

On this 4th day of May, in the year of 2021, before me the undersigned Notary Public in and for said State, personally appeared Brian Martin known or identified to me (or proved to me on the oath of), to be the person whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they 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.

DeAnn L Sayre

Notary Public for Idaho

Residing at: Nampa, ID

My commission expires: _____

