

162843

AGREEMENT

This is an agreement by and between:

First Party: Present owner of Lot 6, Block 19, Farmin's Addition to Sandpoint, Idaho (Ross Rexall Drug, Inc.)

and

Second Party: Present owners of Lot 7, Block 19, Farm-in's Addition to Sandpoint, Idaho (Stephanie Rasor and William Ferguson)

IT IS MUTUALLY AGREED by and between first party and second party that first party grants to second party the right, privilege, and easement to place a commercial sign on the southwest corner of first party's property, to-wit: The said Lot 6, Block 19, Farmin's Addition to Sandpoint, Idaho, this servitude in favor of said second party's property, the said Lot 7, Block 19, Farmin's Addition to Sandpoint, Idaho.

The parties are agreed that said sign shall be put up at the sole cost and expense of second party, and at such time as second party may desire to do so and without any expense to first party, but it is understood and agreed that second party shall do so in accordance with city ordinances and state highway regulations, if any.

It is further understood and agreed that second party at this time has a commercial sign directly across the street from first party's property, and the sign which the sign which the parties now have in contemplation is of like size, height, quality, and nature, and any sign which second party puts on first party's property shall be comparable.

*FILED FOR RECORD  
JAN 6 1975 11:22 A.M.  
COUNTY CLERK  
BY Betty O'Donnell, Deputy*  
*Steve Siadine 85  
569 Mico. Pkwy  
fee \$2.00*

If necessary, for illumination of said sign, the second party shall have access across such portions of first party's property as may be necessary for the installation of an underground electrical line, all to be at second party's expense, and the property of the first party shall be restored to its original condition as it was prior to such installation.

This agreement shall bind and inure to the benefit of the heirs, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on the 13 day of December, 1974.

Party of the First Part:

ROSS REXALL DRUG, INC.

By Ross D. Payne  
Ross Payne, President

Don Leaverton  
Don Leaverton, Sec'y.

Party of Second Part:

Stephanie Rasor  
Stephanie Rasor

STATE OF IDAHO )  
                  ) ss.  
County of Bonner )

On this 13th day of December, 1974, before me, the undersigned Notary Public in and for said state, personally appeared Ross D. Payne and Don Leaverton, known to me to be the president and secretary, respectively of Ross Rexall Drug, Inc., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same, and personally appeared Stephanie Rasor, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same.

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

Wm. B. [Signature]  
Notary Public, for State of Idaho  
Residing at: Sandpoint

