Finney Schlotthauer Financial History

- Shared Driveway Landscaping Paid for by Schlotthauer, Maintained by Schlotthauer, Irrigated by Schlotthauer, Zero help from Finney.
- 2.) Shared Driveway Fencing Paid for by Schlotthauer, Zero help from Finney.
- 3.) Shared Driveway Paid for by Schlotthauer, Maintained By Schlotthauer, Seal Coating Paid by Schlotthauer, Zero help from Finney.
- 4.) Shared Driveway Landscaping Paid for by Schlotthauer, Maintained by Schlotthauer, Irrigated by Schlotthauer, Zero help from Finney.
- 5.) Dog Invisible Fence Location as requested by Finney to protect all properties.
- 6.) Dog Invisible Fence Location requested by Finney when Father in Law brough poodle to visit.
- 7.) Subsequent fence section required by Finney, Finney Paid Half of Cost (Only ever financial contribution).
- 8.) Shared Beach Requested by Finney Schlotthauer Paid all costs, Sand donated by mutual friend, Zero help from Finney.
- 9.) Shared Patio Area Requested by Finney Schlotthauer paid all costs, maintenance, Finney shared an old fire pit.
- 10.) Property Line Dead Tree needing Removal Schlotthauer paid all costs, Zero help from Finney.
- 11.) Property line Fence Finney Demanded Schlotthauer paid all costs, Zero help from Finney.



SHARED USE AGREEMENT

This agreement is made and effective on the date of the last signature acknowledged below by and between FRED FINNEY and DIANE FINNEY, husband and wife, whose mailing address is 7014 E. Maplewood Ave., Post Falls, Idaho 83854 (hereafter "Finney"); and ROSS D. SCHLOTTHAUER, an unmarried man with a mailing address of 6980 E. Maplewood Ave. Post Falls, Idaho 83854, (hereafter "Schlotthauer").

RECITALS:

- A. Finney is the owner of certain real property and improvements legally described in **Exhibit A** attached and incorporated herein, (hereafter the "Finney Parcels");
- B. Schlotthauer is the owner of certain real property and improvements located adjacent to the Finney Parcels and legally described in **Exhibit B** attached and incorporated herein, (hereafter the Schlotthauer Parcels");
- C. The parties desire to share the use of certain existing improvements located on their respective parcels as depicted and identified in Exhibit C attached and incorporated herein; and
- D. The parties desire to preserve and promote the harmonious use and enjoyment of their respective parcels without binding their heirs, successors or assigns.

THEREFORE, in consideration of their mutual benefit and for other good and valuable consideration received, the parties now agree as follows:

- 1. <u>Reciprocal License for Shared Use of Beach</u>: Finney hereby grants to Schlotthauer a license to use and enjoy that portion of the beach area depicted on Exhibit C and located on the Finney Parcels. Schlotthauer hereby grants to Finney a license to use and enjoy that portion of the beach area depicted on Exhibit C and located on the Schlotthauer Parcels.
- 2. <u>Reciprocal License for Shared Use of Fire Pit and Patio Area</u>: Finney hereby grants to Schlotthauer a license to use and enjoy the fire pit and that portion of the concrete patio area depicted on Exhibit C and located on the Finney Parcels. Schlotthauer hereby grants to Finney a license to use and enjoy that portion of the concrete patio area, excluding the cabana building, as depicted on Exhibit C and located on the Schlotthauer Parcels.

- 3. Reciprocal License for Shared Use of Hot Tub: The existing hot tub depicted in Exhibit C was placed by Schlotthauer and is located partially on the Schlotthauer Parcels and partially on the Finney Parcels. Finney hereby grants to Schlotthauer a license to use and maintain the hot tub in its current location and to use the concrete area surrounding the hot tub on the Finney Parcels. Schlotthauer hereby grants to Finney a license to use and enjoy the hot tub and concrete area surrounding the hot tub any time that Schlotthauer is not using the hot tub. Finney will attempt to contact Schlotthauer prior to using the hot tub and will vacate the hot tub within 30 minutes after verbal request from Schlotthauer.
- 4. <u>License for Gate</u>: The existing gate depicted on Exhibit C was placed by Schlotthauer in the boundary fence constructed by Schlotthauer. Finney hereby grants to Schlotthauer a license to pass through the gate for vehicle ingress and egress to and from the Schlotthauer Parcels with verbal permission from Finney when Finney is available in person or by cell phone, and for emergency use without permission if Finney is not available. Schlotthauer expressly acknowledges and agrees that Schlotthauer has no express or implied easement rights to pass through the gate depicted on Exhibit C.
- 5. <u>License for Landscaping</u>: The existing trees and landscaping depicted on Exhibit C were placed by Schlotthauer over a pre-existing septic drainfield that serves the Finney Parcels. Finney hereby grants to Schlotthauer a license to maintain said trees and landscaping as long as the trees and landscaping do not damage or interfere with the normal operation of the septic drainfield or any repair or replacement of said drainfield by Finney. If necessary to operate, maintain, repair or replace the existing drainfield, Finney may remove any of the tree or landscaping without prior approval from Schlotthauer and without replacing any items removed.
- 6. <u>All Licenses are Personal</u>: All of the licenses granted herein are personal to each party, shall not run with the land and shall expire and terminate without prior notice upon the sale or transfer of title by either party.
- 7. <u>All Licenses Subject to Revocation</u>: All of the licenses granted herein may be terminated by the granting party at any time by giving written notice to the other party. Notice of termination shall be effective upon hand delivery to the grantee, or three (3) business days after such notice is mailed by U.S. Mail, postage paid and addressed to the grantee's address above.
- 8. <u>Care and Maintenance of Shared Improvements</u>: The parties agree to exercise extra care when using shared improvements to avoid personal injury or property damage. All ordinary and necessary repair, maintenance and/or replacement expenses shall be the sole responsibility of the party who owns or placed the improvement.

- 9. Joint Waiver and Release of Liability: Each party expressly understands and assumes all risk of personal injury, property damage or death that may occur while using shared improvements or exercising the license rights granted herein. Each party agrees to release, indemnify, defend and hold harmless the other party for any accident, injury, illness, death, loss, damage or liability to person or property, arising or resulting directly or indirectly from their use of the shared improvements. If a party's guest suffers any injury or loss while using the shared improvements, that party agrees to assume any financial obligation, either through insurance or through some other means, for any injuries, costs, expenses, damages or liability incurred.
- 10. Construction and Interpretation: The law of the State of Idaho shall apply to this Agreement and the proper venue for any action shall be in Kootenai County, Idaho. This document shall be interpreted in accordance with the fair and simple meaning of the words and not strictly interpreted against either party.
- 11. Costs and Attorney Fees. The prevailing party in any litigation involving the interpretation or enforcement of this Agreement shall be entitled to an award of attorney fees and costs against the non-prevailing party.
- 12. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument.

IN WITNESS, the parties have executed this instrument on the dates acknowledged below.

Finney:

Fred Finney

STATE OF IDAHO County of Kootenai

This record was acknowledged before me on Dovembe 2

and Diane Finney, husband and wife.

Signature of notary publi

My commission expires:

Shared Use Agreement

Page - 3



Schlotthauer: Ross D. Schlotthauer	
STATE OF IDAHO County of Kootenai This record was acknowledged before me on Schlotthauer.	, 2022 by Ross D. Signature of notary public My commission expires: 08/07/26
	H Orley White COMM. # 20202941 NOTARY PUBLIC STATE OF IDAHO MY COMM. EXP. 08/07/2026

Exhibit A Finney Parcels per Record of Survey Book 29, Page 129 Kootenai County Instrument No. 2544684000

Parcel A:

A parcel of land being a portion of Government Lot 4 of Section 8, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and more particularly described, as follows:

Commencing at the northeast corner of said Section 8 being a 2 inch aluminum cap marked PLS 6603 per CP&F 2020879000, Records of Kootenai County, from which the North quarter corner bears N88° 43' 07"W 2652.73 feet;

thence along the North line of said Government Lot 4 N88° 43' 07"W 471.03 feet to the intersection of said North line and the extension of the West line of the plat of Edgewater at Mill River filed under Book J of Plats, Page 60, Records of Kootenai County;

thence along said West extension line S1° 17' 14"W 69.36 feet to the southerly right of way of Maplewood Avenue;

thence along said southerly right-of-way, along a non-tangent curve to the right with a radius of 5997.29 feet, an arc length of 85.64 feet, a delta of 0° 49' 05" with a long chord bearing N82° 23' 02"W 85.64 feet to the **True Point of Beginning**;

thence leaving said southerly right of way, S1° 12' 40"W 349.94 feet;

thence N88° 41' 14"W 95.32 feet;

thence N1° 21' 27"E 361.81 feet to said southerly right of way of Maplewood Avenue;

thence along said southerly right of way, along a non-tangent curve to the left with a radius of 5997.29 feet, an arc length of 95.16 feet, a delta of 0° 54' 33" with a long chord bearing S81° 31' 13"E 95.16 feet to the **True Point of Beginning**;

said parcel of land containing 0.775 acre of land, more or less.

Parcel B:

A parcel of land being a portion of Government Lot 4 of Section 8, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and more particularly described as follows:

Commencing at the northeast corner of said Section 8 being a 2 inch aluminum cap marked PLS 6603 per CP&F 2020879000, Records of Kootenai County, from which the North quarter corner bears N88° 43' 07"W 2652.73 feet;

thence along the North line of said Government Lot 4 N88° 43' 07"W 471.03 feet to the intersection of said North line and the extension of the West line of the plat of Edgewater at Mill River filed under Book J of Plats, Page 60, Records of Kootenai County;

thence along said southerly right-of-way, along a non-tangent curve to the right with a radius of 5997.29 feet, an arc length of 28.82 feet, a delta of 0° 16' 31" with a long chord bearing N82° 39' 19"W 28.82 feet to the **True Point of Beginning**:

thence leaving said southerly right-of-way, S0° 49' 52"W 273.00 feet;

thence S0° 21' 25"W 49.75 feet;

thence S1° 54' 33"W 20.85 feet;

thence N88° 41' 14"W 58.74 feet;

thence N1° 12' 40"E 349.94 feet to said southerly right of way of Maplewood Avenue;

thence along said southerly right of way, along a non-tangent curve to the left with a radius of 5997.29 feet, an arc length of 56.81 feet, a delta of 0°32'34" with a long chord bearing S82° 14' 47"E 56.81 feet to the **True Point of Beginning**;

said parcel of land containing 0.459 acre of land, more or less.

Parcel D:

A parcel of land being a portion of Government Lot 4 of Section 8, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and more particularly described as follows:

Commencing at the northeast corner of said Section 8 being a 2 inch aluminum cap marked PLS 6603 per CP&F 2020879000, Records of Kootenai County, from which the North quarter corner bears N88° 43' 07"W 2652.73 feet;

thence along the North line of said Government Lot 4 N88° 43' 07"W 471.03 feet to the intersection of said North line and the extension of the West line of the plat of Edgewater at Mill River filed under Book J of Plats, Page 60, Records of Kootenai County;

thence along said West extension line S1° 17' 14"W 69.36 feet to the. southerly right-of-way of Maplewood Avenue;

thence along said southerly right-of-way, along a non-tangent curve to the right with a radius of 5997.29 feet, an arc length of 180.80 feet, a delta of 1° 43' 38" with a long chord bearing N81° 55' 46"W 180.79 feet;

thence leaving said southerly right-of-way, S1° 21' 27"W 361.81 feet to the **True Point of Beginning**;

thence S88° 41' 14"E 154.06 feet;

thence S1° 54' 33"W 29.92 feet;

thence N88 ° 41' 14"W 178.96 feet;

thence N41° 25' 52"E 39.12 feet to the True Point of Beginning;

said parcel of land containing 4,981 square feet of land, more or less.

The East 100 feet of Tax No. 4232:

The East 100.00 feet of the following described parcel:

Part of Government Lot 4, Section 8, Township 50 North, Range 4 W.B.M., described as follows:

Beginning 440 feet South and 750 feet East of the NW corner of said Lot 4;

thence West 300 feet;

thence South 90 feet; thence West 75 feet;

thence South 320 feet, more or less, to the Spokane River;

thence Easterly along the River to a point directly South of the place of beginning;

thence North to the place of beginning.

Exhibit B Schlotthauer Parcels

Parcel 1:

A parcel of land being a portion of Government Lot 4, Section 8, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and being more particularly described as follows:

Commencing at the northeast corner of said Section 8 being a 2 inch aluminum cap marked PLS 6603 per CP&F 2020879000, Records of Kootenai County, Idaho from which the North quarter corner bears N88° 43' 07"W 2652.73 feet; thence along the North line of said northeast quarter, N88° 43' 07"W 875.78 feet; thence leaving said North line, S1° 20' 06"W 179.93 feet to a ½ Inch rebar with yellow plastic cap marked PLS 832 at the southwest corner of the parcel of land described in Book 141, Page 563, Records of Kootenai County, Idaho; thence along the South line of said parcel, S88° 45' 02"E 112.61 feet to the **True Point of Beginning**;

thence continuing along said South line, S88° 45' 02"E 112.61 feet to a point on the West line of the parcel of land described in Instrument No. 2535237000, Records of Kootenai County, Idaho;

thence along said West line, S1° 21' 27"W 230.00 feet to the southwest corner of said parcel;

thence along the West line of the parcel of land described in Instrument No. 2535234000, Records of Kootenai County, Idaho, S41° 25′ 52″W 39.12 feet, to the southwest corner of said parcel;

thence N88° 44' 23"W 100.00 feet to a point on the West line of the parcel described in Instrument No. 2522170000, Records of Kootenai County, Idaho;

thence along said West line, N24° 14' 19"E 32.47 feet;

thence continuing along said West line, N1° 20' 47"E 229.98 feet to the **True Point of Beginning**;

said parcel of land containing 0.667 acre of land, more or less.

Parcel 2:

A parcel of land being a portion of Government Lot 4, Section 8, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and being more particularly described as follows:

Commencing at the northeast corner of said Section 8 being a 2 inch aluminum cap marked PLS 6603 per CP&F 2020879000, Records of Kootenai County, Idaho from which the North quarter corner bears N88° 43' 07"W 2652.73 feet; thence along the North line of said northeast quarter, N88° 43' 07"W 875.78 feet; thence leaving said North line, S1° 20' 06"W 179.93 feet to a ½ Inch rebar with yellow plastic cap marked PLS 832 at the southwest corner of the parcel of land described in Book 141, Page 563, Records of Kootenai County, Idaho; thence along the

South line of said North 180 feet, S88° 45' 02"E 225.22 feet to a point on the West line of the parcel of land described in Instrument No. 2535237000, Records of Kootenai County, Idaho; thence along said West line, S1° 21' 27"W 230.00 feet to the southwest corner of said parcel; thence along the West line of the parcel of land described in Instrument No. 2535234000, Records of Kootenai County, Idaho, S41° 25' 52"W 39.12 feet to the southwest corner of said parcel, said point also being the **True Point of Beginning**;

thence along the West line of the parcel of land described as the East 100 feet of the Tax Number 4232, Records of Kootenai County, Idaho, S1° 15' 39"W 364.52 feet to a found 5/8 inch rebar with yellow plastic cap marked "PLS 4182";

thence continuing along said West line, S1° 15' 39"W 22.47 feet, more or less, to the Spokane River;

thence along said Spokane River in a northwesterly direction N88° 37' 55"W 100.00 feet;

thence leaving said Spokane River and along the East line of the parcel of land described in Instrument No. 2522170000, Records of Kootenai County, N1° 15' 39"E 386.80 feet;

thence leaving said East line, S88° 44' 23"E 100.00 feet to the **True Point of Beginning**; said parcel of land containing 0.888 acre of land, more or less.

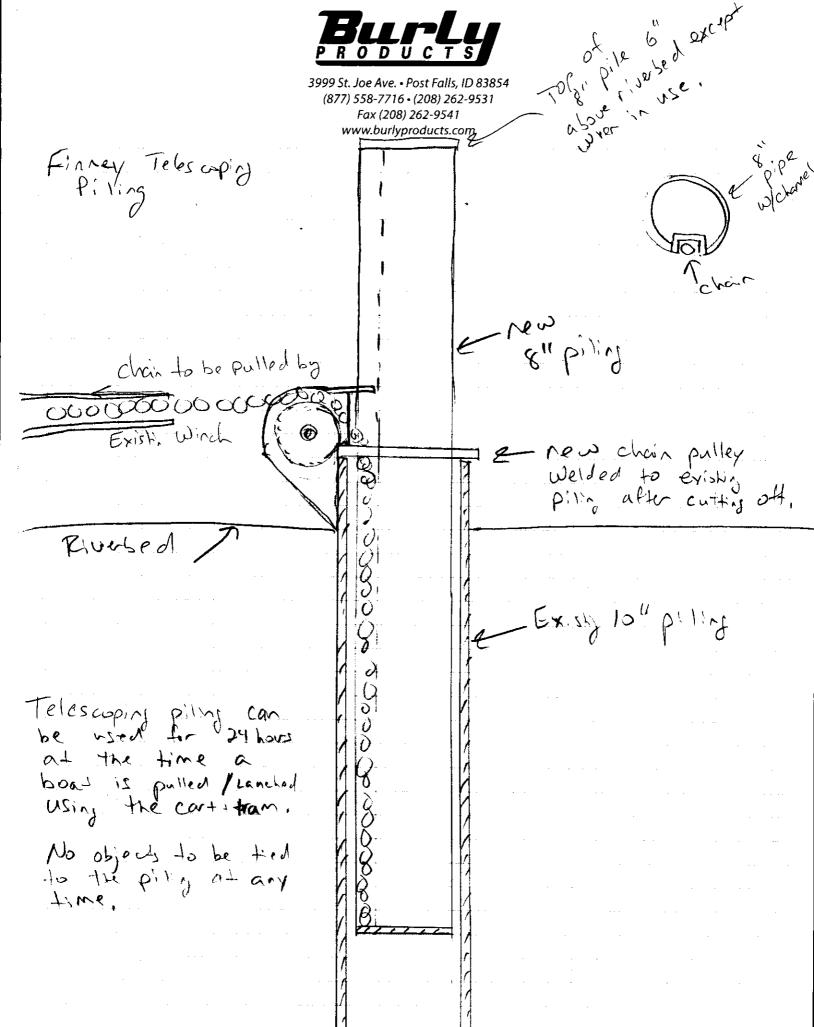


Hi Ross-

I am enclosing the Shared Use Agreement that you and Fred had talked about last summer. If you would review and sign with notary (if it looks good to you) and mail back to me I will send to the attorney to have it recorded.

Let me know if you have any questions or concerns.

Thanks! Diane



October 14, 2025

Hello Ross,

I wanted to share a couple of interactions I have had with our neighbor, Fred Finney. I do not know how your interactions have been with Fred, but I feel he has not been a very friendly neighbor.

The first interaction I had with Fred was when he was driving by my house on his golf cart. He saw me sitting on my deck and stopped. Fred told me that you were complaining about the pilings he was going to have installed. Fred said if he could not get the pilings installed, he was going to park his boat on the dry dock, in between our houses. Fred said his boat would be looking down into our kitchens. That sounds mean spirited to me.

The second interaction came after Fred heard we were objecting to the pilings. Fred called me about the solar panel I have out by my entry gate. He said the solar panel is on his property and it needs to be moved right away and then hung up the phone. The solar panel is 2' x 2' in size and sticks out above the 10' hedge. You cannot see it unless you are looking for it. The hedge is on my land so the solar panel is on my land as well. The solar panel has been there for over a year. I feel like Fred is bringing this up now because we are challenging his piling install.

Fred has been acting like he still owns the land he sold to us; he does not like it when we disagree with him. His spiteful behavior is not very neighborly.

I hope this gets resolved quickly. George Cheroke

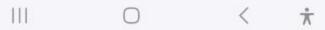


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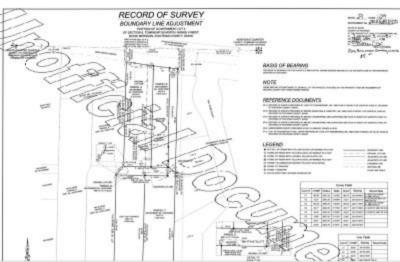


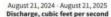


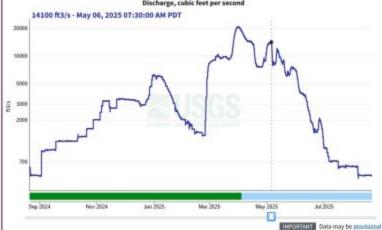












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Time

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Selected	14100 ft3/s	Provisional	09:30:00 AM POT May 06, 2025
500000000000000000000000000000000000000			07:30:00 AM POT

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Statistics for August 21, 2025 based on 112 years of data

Value

low	25th percentile	median	75th percentile	mean	high
109.0 83/4	400.25 ft 3/s	676.0 ft3/s	1160.0 %3/s	829,902 ft3/s	2740.0 R3/s

Shahis



Discharge, cubic feet per second





🛆 Median daily statistic (112 years) —— Discharge













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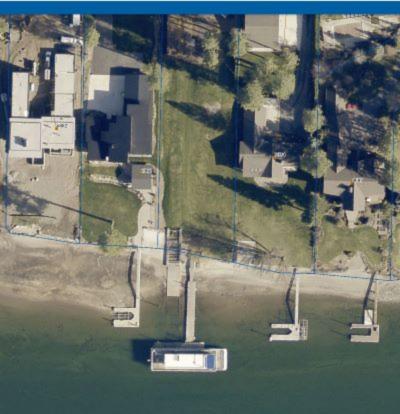


































\$10,000,000 5729 E Marine Dr. Post Falls, ID 83854 & Untroroved Land T Bull II --

beds

baths A

A 10.85 Acres Lot

6 5-HOA

10.85 Acres

Contact agent

What's special

2 5-2estimate®

SPORANE RIVERFRONT PARCELS

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Travel times

SCOTT L. POORMAN, PC

A Professional Legal Service Corporation 320 E. Neider Ave., Suite 204 ◆ Coeur d'Alene, Idaho 83815

Scott L. Formura, Attorney

Cheboy Tachera, Legal Assistant

August 2, 2023

Mr. Ross D. Schlotthauer 6980 E. Maplewood Ave. Post Falls, Idaho 83854.

Re: Finney Shared Use Agreement

Dear Mr. Schlotthauer.

You may recall that I represent Fred and Diane Finney and assisted them with the drafting of a Shared Use Agreement lost year. I am informed that my clients and their family members have experienced several disturbing encoursers with your dogs on their property. I am also informed that you plan to install an "invisible fence" to restrain your dogs, and that burrier will be placed around the existing hot tulk fire pit, patio area and beach area where those improvements corroach upon my client, land.

Mr. and Mrs. Finney intend to place a sociarity fence along the common legal boundary with your property. To facilitate the fence construction, please remove all of the existing uncroachments from my clients? lead, including your hot tob and any other encountring improvements that you wish to retain within sixty (60) days from the date of fits letter.

In addition, all licenses granted by my clients under the Staged Use Agreement will be revoked and terminated sixty (60) days from the date of this letter. My clients will consider any encounting improvements that remain on their fand after 60 days to be abstractional. Thank you far your anticipated cooperation in semoving your encountingents from my clients' property.

Finally, the construction of the security fence may not be entirely effective to keep your dogs from trespossing on my clients I and. If your dogs are not properly I have advised my relients of their legal rights under I datho Code Title 25. Chapter 28. Mr. and Mrs. Finney sincerely hope further legal action is no more says.

Co: clients

Phone: 208-772-6800 ◆ Email: office@poormanlegal.com











MISH- AN-NOCK

\$10,000,000 10.85 Acres 5729 E Marine Dr

Pont Falls, ID 83856

Contact agent



RS-51 Video 1 -https://youtu.be/T9pqY3NWkmQ

RS-52 Video 2 -https://youtu.be/b9NBQcVwgcY

RS-53 Video 3 -https://youtu.be/gr9cMOK-Sb8

In Kootenai County, it is illegal to attach skirting to a recreational vehicle (RV). The county's land use and development code specifically states, "No decks or additions shall be attached to an RV, nor shall an RV be skirted".

Why skirting is not allowed

The restriction on skirting is part of a larger set of regulations intended to prevent RVs from being used as permanent dwellings. Kootenai County code enforces a clear distinction between a temporary recreational vehicle and a permanent residential structure.

Other rules that reinforce this policy include: @

- · No permanent additions: Attaching any other additions, like decks, is also prohibited.
- RV must be mobile: RVs must remain in a serviceable condition and registered so they
 can be operated on the roads. They cannot be placed on blocks with the tires or
 running gear removed.
- Primary residence required: If the RV is on a property that is otherwise undeveloped, the owner must have a primary residence elsewhere.

Other rules for RVs in Kootenai County

Kootenai County has additional regulations concerning the use and occupancy of RVs outside of a designated RV park:

- Temporary occupancy: Use of an RV is limited to "temporary or intermittent" purposes, not for year-round residency.
- Use during construction: An RV can be used as a dwelling during the construction of a permanent home on the same parcel. This is only allowed with an active building permit and must cease once the permanent residence is completed.
- Proper sewage disposal: The RV must be connected to an approved sewage disposal system or be fully self-contained and emptied at a legal location.