

Exhibit "D"

This agreement made and entered into this 16th day of March, 1912, by and between John Frazier, party of the first part, and Independent School District Number 51 of Kootenai County, Idaho, a body corporate, party of the second part, witnesseth:

That for and in consideration of the sum of \$500 in hand paid unto the said party of the first part by the said party of the second part, said payment to be made as hereinafter set forth, the party of the first part agrees to do and perform all and singular the covenants and agreements as hereinafter set forth to be by him done and performed and further agrees to convey to said second party by a good and sufficient warranty deed, and second party agrees to purchase from first party, the following described spring, lands, water, water rights and easements situate in the County of Kootenai, State of Idaho, and more particularly described as follows, to-wit: that certain live spring located 192 feet south of a point 543.5 feet west of the ^{in section} quarter corner between sections 8 and 17, township 50 north, range 5, W.B.M., Kootenai County, Idaho, together with the land upon which said spring is located in sufficient quantity and amount to admit of the construction of a reservoir of a reasonable and practicable size for retaining and confining the waters of said spring, the size of said reservoir to be determined by said second party, and the waters and water rights appurtenant thereto; and as a part of said consideration first party agrees to convey to second party an easement and right through and across the land of said first party, to-wit, through and across the ^{North East} Northwest quarter of section 17, township 50 N. Range 5. W.B.M., or a sufficient portion thereof as shall be found to be necessary for the construction of a pipe line from said spring across said quarter section belonging to said first party, said easement to cover so much and such portion of said land as shall be found practicable, necessary and most convenient for the constructing and laying of said pipe line to be determined from the line run by the surveyor on behalf of said second party.

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It is further understood and agreed by and between the parties hereto that provided second party shall determine that the location of the spring as aforesaid is not the true source of said spring, second party shall have the right to pursue the vein or course of the water furnishing the supply of the spring as aforesaid to its true source and at its option have the necessary tract of land, water, and water rights located thereon and appurtenant thereto, conveyed to it in lieu of the spring, land, water and water rights above described together with the easement and right to construct and lay the pipe line aforesaid from the present location of said spring to said true source thereof.

It is further agreed by and between the parties hereto and as a part of the consideration hereof that the party of the first part shall on or before the first day of July, 1912, dig the ditch or trench and lay therein the pipe for the conducting of said water from the said spring to the school house belonging to said second party located in the Northwest ^{East} corner of the South ^{East} quarter of the Southwest ^{East} quarter of Section 7, Township 50, N. R. 5, W.B.M. and along the line located by the surveyor of the said second party as shown by the blue print to be furnished first party by second party; that said pipe shall be laid beneath the surface in no place to a depth of less than three feet, that each and every joint in said pipe shall be wiped with white lead before same shall be joined; that first party shall cover said pipe to a depth of fully three feet, provided, however, that before covering said pipe first party shall notify second party that the pipe has been laid and is ready for the inspection thereof by the Board of Trustees of said second party, and that said pipe shall not be covered by first party until same has been duly inspected and approved by said Board of Trustees of said second party; that second party shall furnish the pipe and deliver same along the line of said ditch or trench on or before the completion thereof by first party.

It is further agreed that first party shall construct a temporary reservoir at the present location of said spring and connect said pipe line with an intake therefrom; and that when second party shall have ascertained the true source of supply of the waters of said spring and the true location of said spring, and shall have exercised their option of locating the spring at its true source and location, or shall have determined that the aforesaid location is its true location; then shall first party construct a cement reservoir of reasonable size and dimensions to be determined by said second party at such true location to be so determined and first party shall construct an intake for said pipe line in said reservoir and extend said pipe line in manner and form as aforesaid and connect same with said permanent intake in said permanent reservoir, subject to the conditions prescribed in regard to the laying of the main pipe line as aforesaid.

It is further agreed by and between the parties that second party shall furnish the white lead necessary for the wiping of the joints in said pipe line, and shall furnish the cement for the construction of the said reservoir and deliver the same at the site of said reservoir.

That all the work done or performed by first party shall be done and performed in a good, workmanlike manner and at all times subject to the inspection and approval of the Board of Trustees of said second party.

The terms of payment as aforesaid shall be as follows, to-wit: Fifty Dollars (\$50.) to be paid first party upon the execution of this contract, the receipt whereof is hereby acknowledged, Four Hundred Fifty Dollars (\$450.) upon the completion of the above mentioned work and construction and acceptance thereof by the Board of Trustees of said second party and delivery to second party of said deed of conveyance to the land upon which the true location of said spring is finally ascertained to be, together with the

water and water rights appurtenant thereto and of the easements and rights necessary for the construction, maintenance and repair of said pipeline.

IN WITNESS WHEREOF the parties hereto have affixed their respective signatures the day and year first above written.

W. F. Plonska Treas.

J. T. Frasier
Party of the first part.

L. V. Lyon

Independent School District No. 51
of Kootenai County, Idaho.

By *Chas. Waggoner*
Chairman

and By *E. F. Gannon*
Clerk.

STATE OF IDAHO,)
: SS.
COUNTY OF KOOTENAI,)

On this day of March in the year 1912, before me
....., a Notary Public, personally
appeared John Frasier, known to me to be the person whose name is
subscribed to the within instrument as party of the first part,
and acknowledged to me that he executed the same.

Notary Public.

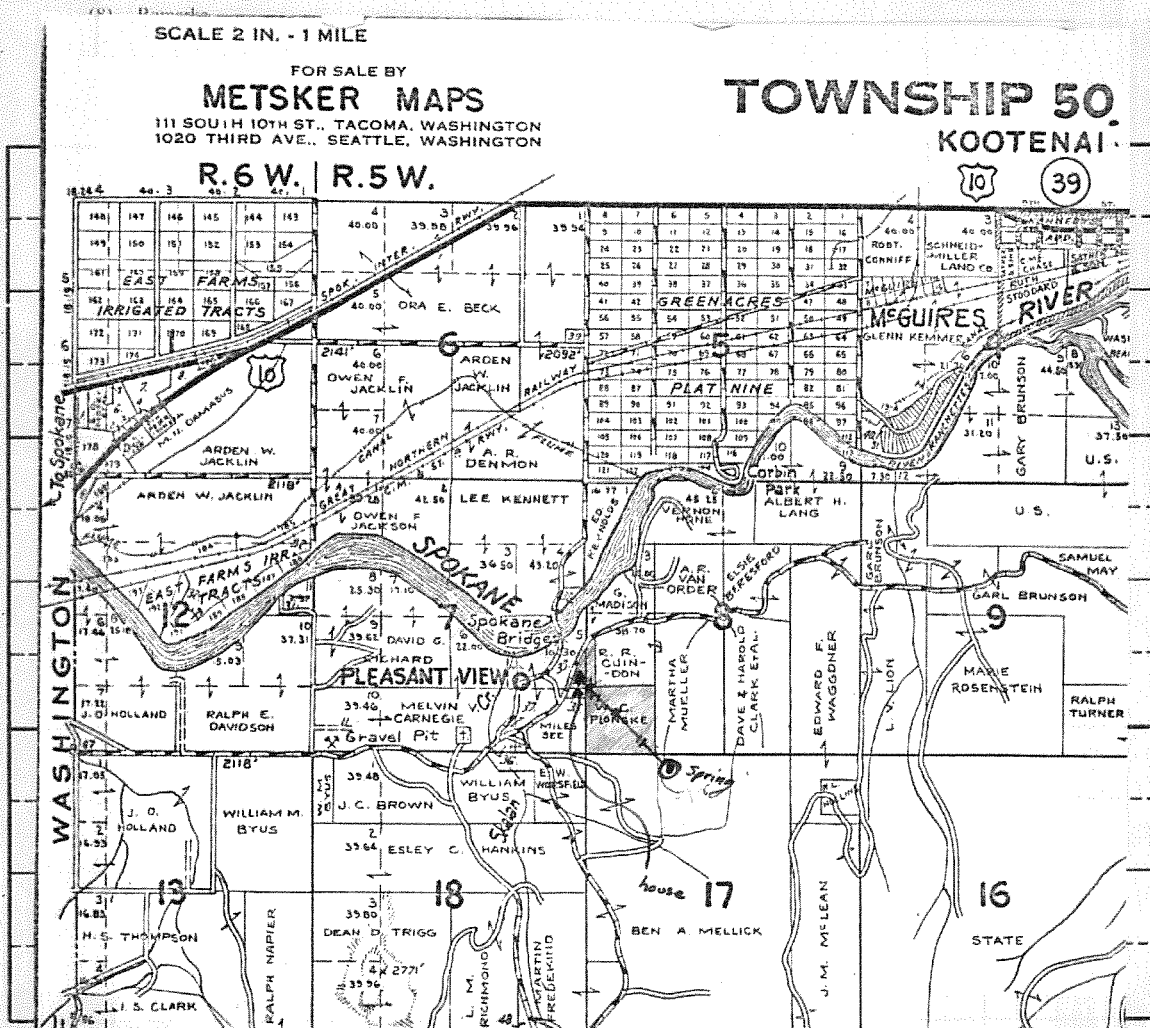
STATE OF IDAHO,)
: SS.
COUNTY OF KOOTENAI,)

On this.... day of March in the year 1912, before me
....., a Notary Public, personally ap-
peared Charles Waggoner, known to me to be the Chairman of the Board
of Trustees of Independent School District No. 51 Of Kootenai County,
Idaho, the body corporate that executed the instrument as party of
the second part, and acknowledged to me that such body corporate
executed the same.

Notary Public.

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Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho

County of KOOTENAI

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiants knowledge.

Delvin Deat
(Claimant)

Sworn to before me this 29th day of OCTOBER, 19 73.

Corda M. Roberts
Notary Public
Residing at COEUR D'ALENE, ID

My commission expires SEPT. 11, 1974

For Department Use Only

Received by <u>FB</u>	Date <u>10/29/73</u>	Exception filed by:	Forwarded to	Date
Prelim. check by <u>FB</u>	Date <u>10/29/73</u>		claimant by:	
\$10.00 fee received by <u>FB</u>	Date <u>10/29/73 # 12230</u>			
Approved for publication by <u>FB</u>	Date <u>10/29/73</u>			
Published in <u>POST FALLS TRIBUNE</u>				
Dates <u>11-8 4 11-15-73</u>				

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