

September 8, 2010

Idaho Department of Water Resources
7600 Mineral Drive, Suite 100
Coeur d'Alene, ID 83814

Re: Notice of Claim to a Water Right
Parcel Number 0-7120-001-011-0

Gentlepersons,

I respectfully add these comments and documents to the attached signed Notice of Claim to a Water Right.

- I am the owner of the lake cabin recorded as parcel 0-7120-001-011-0, also described as "Sandy Beach Lot 11 Block 1 02 47N 04W".
- The attached copies of the 1951 Purchase Contract and 1953 Warranty Deed document when my husband, Bailey, and I acquired the property. We began using water from the lake when building our cabin in 1952. In our earliest days, we hauled water with buckets up to the cabin. Later, we installed a pump. A copy of our 1956 Taxpayers Statement is also attached.
- In 1979, Bailey and I signed the attached "Agreement Relating to Disposition of Property upon Death". I am the sole owner following Bailey's October 8, 2002 passing.

Please send me a date-stamped copy of this Claim to a Water Right.

Sincerely,

Louise C. Reynolds

For a copy of the

Refinement

W. A. Williams
Box 11, Sweden

2. A letter by Pauline and I, as sent by mail, sent to London
on Monday, 24th July 1920. Beyond our personal
affairs.

divinagora, & certifiante

Received
 of Mary J. Smith
 \$10.00
 for
 G. O. Madras

4. Henry's son, King, the C. P. bio. prof. was made/for-
given most many times by the American judges 1950
and is converted to be back home in a 11

William Carey
of Wrentham, England

Plate - 11

505

File: REYNOLDS - Notice of Claim
to Water Right - September 2010.pdf
Page 4 of 18

Koolana County Idaho.

[illegible][illegible]

State of Idaho }
County of Shoshone } ss

In answer to the above, I have the honor to inform you that I have not yet received any information from the day and again I have not yet received any information.

Wm. A. Wood

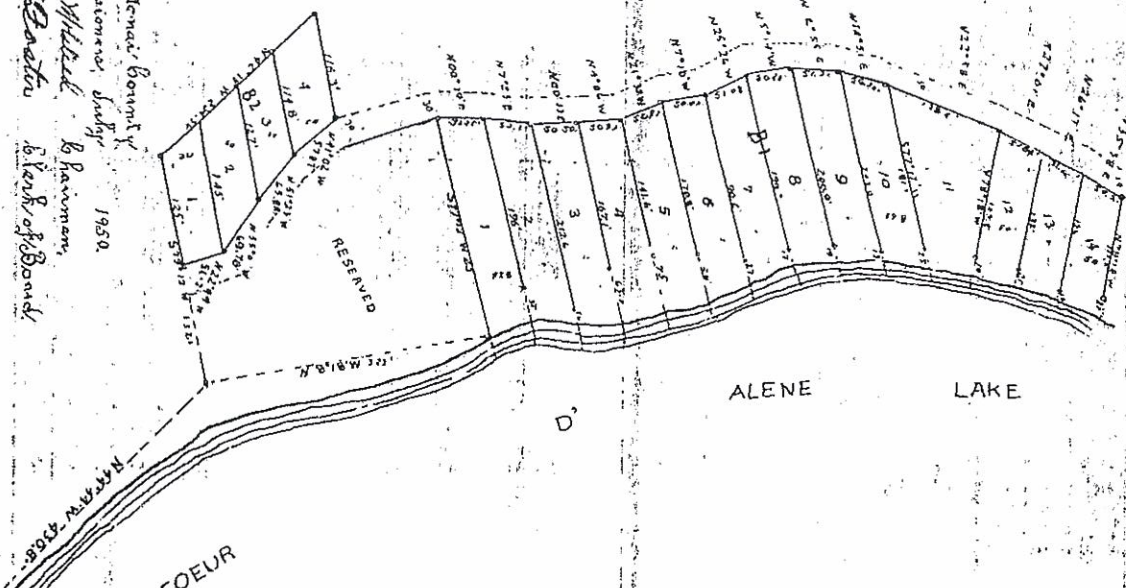
25-68

Plate 17

Plate 13

File: REYNOLDS - Notice of Claim
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John A. Eaton
U. S. Bank of Bond.



KENNETH A. BELL
ATTORNEY AT LAW
OLD NATIONAL BANK BUILDING
SPOKANE, WASHINGTON

September 21, 1954

Mr. Bailey H. Reynolds
South 3903 Sherman
Spokane, Washington

Dear Bailey:

In checking through my files I find that I have the original warranty deed for your lake property. You will probably want to keep this with your other important papers and I am therefore sending it on to you.

Also attached is a copy of the contract for the lot which you may wish to keep.

Sincerely yours,


Kenneth A. Bell

KAB:lb
Attachments

*You will notice I have had
your deed properly recorded,
K.*

WARRANTY DEED.

- - - - -

THIS INDENTURE, made and entered into this 13th day of July, A.D., 1953, by and between C. A. MADSON and EVA M. MADSON, husband and wife, parties of the first part, and BAILEY H. REYNOLDS and LOUISE C. REYNOLDS, husband and wife, parties of the second part, WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration to them in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said parties of the second part, the following described property situate in Kootenai County, State of Idaho, to-wit:

Lot 11 in Block 1 of Sandy Beach, according to the plat thereof on file and of record in the office of the County Recorder, Kootenai County, Idaho, together with the appurtenances thereunto appertaining and the riparian rights thereunto belonging. Reserving, however, unto the parties of the first part, and their successors and assigns, and also for the benefit of all other persons whom now own or who may hereafter acquire any of the Lots in said Block 1 of Sandy Beach, the right to use the existing roadway across said Lot 11, which roadway is situate near to the lake shore.

RESTRICTIVE USE: Said premises hereby conveyed, or any buildings to be erected thereon shall not at any time be used for the purpose of any trade, manufacture or business of any description. Nor shall the Grantees herein or their successors or assigns maintain or suffer to be maintained any houseboat or other structure for human habitation in the water appurtenant to the said property hereby conveyed.

TO HAVE AND TO HOLD the same unto the said parties of the second part, their successors and assigns forever.

The parties of the first part warrant the title to said property and that the same is free and clear of all encumbrances whatsoever excepting

existing taxes, assessments and existing easements for right of ways.

IN WITNESS WHEREOF, the parties of the first part have hereunto set
their hands and seals the day and year in this instrument first written.

C. A. Madson

Eva M. Madson

STATE OF WASHINGTON }
 }
County of Spokane }

ss.



On this 13th day of July, A.D., 1953, before me, the undersigned
Notary Public, personally appeared C. A. MADSON and EVA M. MADSON,
husband and wife, known to me to be the persons whose names are
subscribed to the foregoing instrument, and acknowledged to me that
they executed the same.

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

Eldon Jones
Notary Public for said County and State,
residing at Davenport. My
Commission Expires: June 10-57.

FILED
C. W. N. D. E. R.
ASSESSOR
374644
INDEXED
COMPARED

TRACED

State of Idaho
County of Kootenai

Filed for record
at the request of

James A. Deel

on SEP 10 1953

at 10:22 o'clock AM

and recorded in book 153

of 466 Page 470

County Recorder

By James A. Deel

Deputy

Fee \$ 1.50

Old Mat bank delg
Spokane con



CONTRACT.

THIS AGREEMENT, made and entered into this 11th day of October, A.D., 1951, by and between C. A. MADSON and EVA. M. MADSON, husband and wife, hereinafter referred to as the Vendors, and BAILEY H. REYNOLDS and LOUISE C. REYNOLDS, husband and wife, hereinafter referred to as the purchasers, WITNESSETH:

That the Vendors do hereby agree to sell and the Purchasers do hereby agree to purchase the following described property situate in Kootenai County, State of Idaho, to-wit:

Lot 11 in Block 1 of Sandy Beach, according to the plat thereof on file and of record in the office of the County Recorder, Kootenai County, Idaho, together with the appurtenances therunto appertaining and the riparian rights therunto belonging. Reserving, however, unto the said Vendors, and their successors and assigns, and also for the benefit of all other persons who now own or who may hereafter acquire any of the Lots in said Block 1 of Sandy Beach, the right to use the existing roadway across said Lot 11, which roadway is situate near to the Lake shore.

RESTRICTIVE USE: Said premises hereby conveyed, or any buildings to be erected thereon shall not at any time be used for the purpose of any trade, manufacture or business of any description. Nor shall the Grantees herein or their successors or assigns maintain or suffer to be maintained any houseboat or other structure for human habitation in the water appurtenant to the said property hereby conveyed.

for a total consideration of the sum of Three Hundred Fifty (\$350.00) Dollars payable as hereinafter provided and upon the terms and conditions hereinafter specified, to-wit:

PAYMENTS:

Said principal consideration of Three Hundred Fifty (\$350.00) Dollars shall be payable as follows:

\$125.00 in cash, upon the signing of this agreement, the receipt whereof is hereby acknowledged by the Vendors.

The balance amounting to \$225.00 shall be payable as follows:

\$125.00 on the 1st day of November, 1952, and the remaining \$100.00 on the 1st day of November, 1953. The deferred principal balances shall bear interest at the rate of 5% per annum, which interest shall be payable annually at the time of and in addition to the installments upon the principal, as hereinabove mentioned.

The Purchasers may pay, in addition to the installments herein provided, any amount they desire upon any installment payment date.

Upon receipt by the Vendors of the total purchase price, as herein provided, the Vendors will cause to be delivered to the Purchasers a Warranty Deed but no Abstract of Title, executed by the Vendors conveying said property to the Purchasers, free and clear of all encumbrances as of the date of this Contract excepting the existing easements and restrictive use of the premises, as hereinbefore mentioned.

POSSESSION:

The Purchasers shall be entitled to the possession of said premises immediately upon the execution of this Contract.

GENERAL PROVISIONS:

The Purchasers agree that they will not suffer or permit any waste or damage to be committed thereon during the life of this Contract and that they will not suffer or permit any liens or encumbrances whatever to be placed upon or against the said premises during the life of this Contract.

DEFAULT:

IT IS UNDERSTOOD AND AGREED that in the event the Purchasers shall fail, neglect or refuse to make payment of the balance of the purchase price and interest, as herein provided, or shall fail or neglect to perform any other covenant or condition herein provided to be performed by the Purchasers, the Vendors may at their option and after thirty (30) days written notice declare this Contract at an end and re-enter and take possession of said premises retaining

any and all payments theretofore made hereunder as liquidated damages for the use and possession of said premises. Notice of such default shall be deemed to have been given when contained in writing and contained in a sealed envelope addressed to the Purchasers at S.O. 3903 Sherman, Spokane, Washington, with the postage thereon prepaid and deposited in the United States Post Office.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year in this instrument first written.

C. A. Madson

Eva M. Madson

Vendors.

Bailey H. Reynolds

Louise C. Reynolds

Purchasers.

STATE OF WASHINGTON

ss

County of Spokane.

On this 12 day of May, A.D., 1952, before me, the undersigned Notary Public, personally appeared C. A. Madson and Eva M. Madson, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this instrument first written.

Edouard Jones
Notary Public for the State of
Washington, residing at Dishman
My commission expires 6/10/53.

STATE OF WASHINGTON

ss

County of Spokane.

On this 21 day of ^{Nov-}~~May~~, A.D., 1952, before me, the undersigned Notary Public, personally appeared Bailey H. Reynolds and Louise C. Reynolds, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this instrument first written.

Richard P. Meyers
Notary Public for the State of
Washington, residing at Spokane
My commission expires: 9-17-53

MILLER, KNUDSON & EISMANN

ATTORNEYS AT LAW

COEUR D'ALENE PROFESSIONAL CENTER

816 SHERMAN AVENUE - P. O. BOX E

COEUR D'ALENE, IDAHO 83814

PHONE 208/664-8115

E. L. MILLER
J. T. KNUDSON
SAMUEL EISMANN

November 29, 1979

Mr. and Mrs. Bailey H. Reynolds
South 3907 Sherman
Spokane, Washington 99203

RE: DISPOSITION OF PROPERTY AGREEMENT

Dear Mr. and Mrs. Reynolds:

Pursuant to your request of November 12, enclosed herewith please find an "Agreement Relating to Disposition of Property upon Death".

Please review the Agreement to make sure all necessary information is completed, including the date of marriage.

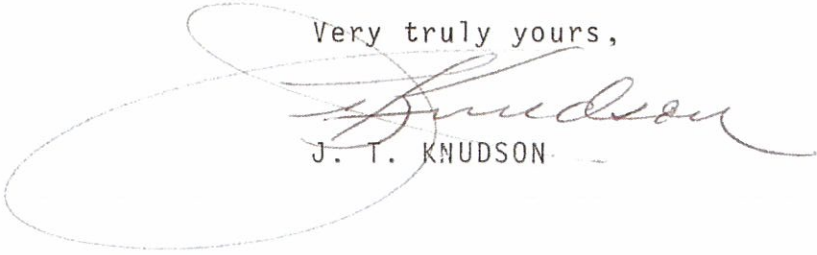
The instrument should then be signed and acknowledged by both of you before a Notary Public and filed of record with the Records Office of Kootenai County in Coeur d'Alene.

Please note that I have made the Agreement specifically applicable to both personal and real property situate within the State of Idaho alone, and the Agreement would have no application elsewhere.

Per your request, I have sent each party their respective agreements and have billed them accordingly. I am herewith enclosing a statement for your document.

If you have any questions, please feel free to contact me.

Very truly yours,



J. T. KNUDSON

JTK:ggm
Enclosures

828432

TRACTED INDEXED

AGREEMENT RELATING TO DISPOSITION
OF PROPERTY UPON DEATH

BOOK 104 PAGE 433

THIS AGREEMENT, made and entered into this 10th day of December, 1979, by and between BAILEY H. REYNOLDS, herein the husband, and LOUISE C. REYNOLDS, herein the wife, residents of the County of Spokane, State of Washington, is relative to property in which said parties, or either of them, have any interest, and the disposition thereof upon the death of either of the parties hereto as provided by Section 15-6-201 Idaho Code, WITNESSETH:

I.

The parties hereto were married on the 18th day of April, 1943, and ever since said date have been, and now are, husband and wife.

II.

It is agreed that upon the death of either of the parties hereto, all right, title, interest and estate of the decedent, whether separate property or community property in character, in and to the following described real property, shall upon the death of such decedent, pass to and absolutely vest in the survivor as between the parties hereto insofar as permitted pursuant to the provisions of Idaho Code Section 15-6-201, as now in effect or as may hereafter be amended.

III.

The real property which is subject to the provisions of this agreement is situate in the County of Kootenai, State of Idaho, described as follows, to-wit:

Lot 11, Block 1, SANDY BEACH, according
to the plat recorded in the office of
the County Recorder.

IV.

It is further agreed between the parties hereto that upon
the death of either of the parties hereto all right, title and
interest of the decedent, whether separate property or community
property in character, in and to any personal property in which
the decedent has any interest in the State of Idaho shall, upon
the death of such decedent, pass to and absolutely vest in the
survivor as between the parties hereto insofar as permitted
pursuant to the provisions of Section 15-6-201, Idaho Code, as
now in effect or as hereafter amended.

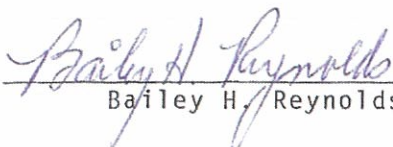
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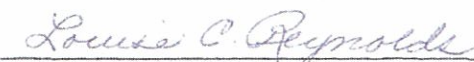
It is further understood and agreed between the parties
hereto that the vesting of real and personal property as herein
provided upon the death of the first of the parties to die is
subject to any and all liabilities imposed upon such survivor
under the provisions of said Idaho Code.

IN WITNESS WHEREOF the parties have hereunto set their hands
the day and year hereinabove first written.

HUSBAND:

WIFE:


Bailey H. Reynolds


Louise C. Reynolds

STATE OF Washington)
County of Spokane) ss.

On this 10 day of December, 19 79, before
me, a Notary Public in and for said State, personally appeared

BAILEY H. REYNOLDS and LOUISE C. REYNOLDS,
husband and wife, known to me to be the persons whose names are
subscribed to the foregoing instrument, and they acknowledged
to me that they executed the same.

WITNESS my hand and official seal.



Elaine A. Gilbert
Notary Public for
Residing at: Nine Mile Falls
My Commission expires: 3-12-83

and recorded at the request of Bailey Reynolds
10¹⁵ o'clock A M., this _____ day of DEC 12 1979, 19____
By: Arleta J. Johnson
Fee \$ 6.00

Carol Beltz
County Auditor-Recorder
Spokane County, Idaho

Return to

A. 3907 Sherman
Spokane, Wash. 99203