

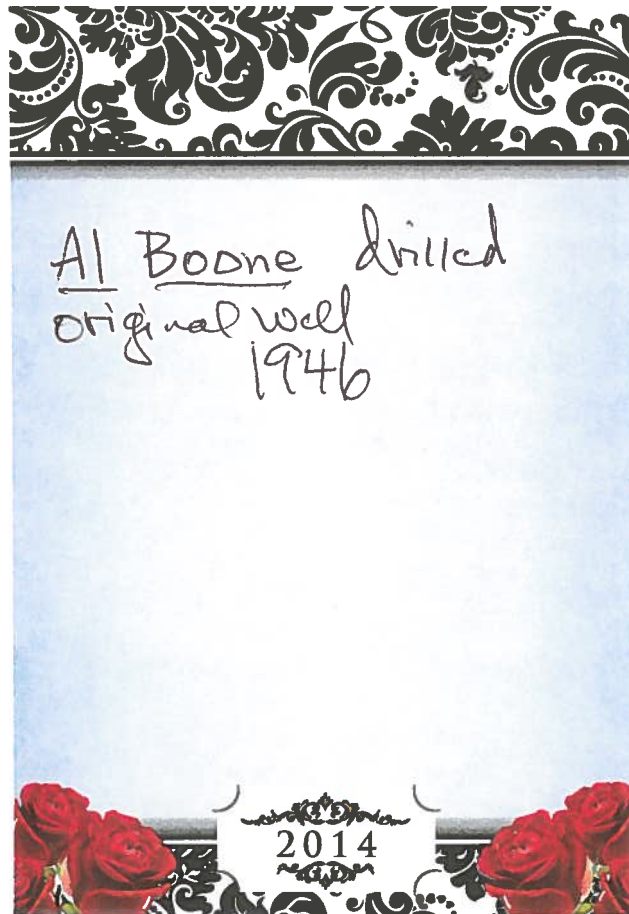
Statement of Darlene K. Shriner, Successor Trustee for Rodney L. Shriner Living Trust

The original well for Kootenai County property tax parcel 48N05W-12-2600 was completed by Al Boone for Gurshum F. Lacy and Mary N. Lacy in 1946. The Lacys owned the parcel in 1946. This well was covered by the rerouting of U.S. Highway 95 after 2000 and replaced by a well new well (tag number D0017320). The new well paid for by the Idaho Department of transportation.

The old well and well D0017320 have both used for the water right associated with Adjudication Claim 95-10760.

*Darlene K. Shriner*

Darlene K. Shriner



*Note provided  
with information  
of Rodney L. Shriner  
to Darlene K. Shriner*

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APR 09 2014

## RIGHT OF WAY CONTRACT

Project No.: NH-CM-5110(119)  
Parcel No: 1  
Key No: 2815  
Project Name: BELGROVE TO MICA  
County: Kootenai

THIS AGREEMENT, made this 16 day of March 2001, between the STATE OF IDAHO, IDAHO TRANSPORTATION DEPARTMENT, by and through the IDAHO TRANSPORTATION BOARD, by its Chief Engineer or the authorized representative, herein called "STATE," and Rodney Shriner, herein called "GRANTOR."

NOW THEREFORE, the parties hereto agree as follows:

1. State shall pay Grantor and the Lienholder(s), if any, such sums of monies as are set out below. Grantor agrees to pay all taxes and assessments due and owing, including those for year 2000, and Grantor shall execute and deliver to State a notarized instrument of conveyance corresponding to the interest being acquired.
2. This contract shall not be binding unless and until executed by the Chief Engineer or the authorized representative.
3. The parties have herein set out the whole of their agreement, the performance of which constitutes the entire consideration for the grant of said right of way and shall relieve the State of all future claims or obligations on that account or on account of the location, grade and construction of the proposed highway.
4. Grantor represents that to the best of their knowledge no hazardous materials have been stored or spilled on the subject property during their ownership or during previous ownerships at least insofar as they observed or have been informed. In the alternative, if the grantor has knowledge of storage or spill of hazardous materials on the subject property, that information is set out below. This sale is conditional upon full disclosure of any such information.
5. Grantor hereby grants the State or its contractor a Temporary Easement of ingress and egress for construction of approaches, fencing or any other item requiring a Temporary Easement. Said Easement to terminate upon completion of construction.

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**6. State will pay Grantor for land, improvements and control of access, as follows:**

**16.88 acres right of way and control of access \$85,340.00**

**Improvements: (List all being purchased)**

|                            |             |
|----------------------------|-------------|
| <u>Home Barn, woodshed</u> | \$60,000.00 |
| <u>Land</u>                | \$25,320.00 |
| _____                      | \$ _____    |
| _____                      | \$ _____    |
| _____                      | \$ _____    |
| _____                      | \$ _____    |

|                                           |                |
|-------------------------------------------|----------------|
| <del>0.142</del> acres Temporary Easement | <u>\$20.00</u> |
| <del>0</del> acres Permanent Easement     | <u>\$0.00</u>  |
| Damages to the remainder (lump sum)       | <u>\$0.00</u>  |

**SUB TOTAL..... \$85,340.00**

6. A State agrees to drill water well for grantor, including Pump and column, Concrete slab, pump house w/heater, Pressure Tank, electrical connections and necessary plumbing.

**6.B. State agrees to pay Grantor "in lieu of" construction for fencing per engineers estimate.....\$11,364.00**

|                                       |                    |
|---------------------------------------|--------------------|
| <b>ADMINISTRATIVE SETTLEMENT.....</b> | <b>\$19,300.00</b> |
|---------------------------------------|--------------------|

**SUBTOTAL.....\$116,004.00**

77. The Grantor further agrees to give the State physical possession of the property herein being acquired by the State by virtue of agreeing to vacate the property on or before 4/1/5/01.

8. Grantor agrees to give the State Legal possession of the property herein being purchased by the State on 4/15/01 or upon Grantor's receipt of payment, whichever date is later.

**9. State will construct a:**

30 foot approach at Highway Station 297+20 Right  
30 foot approach at Highway Station 296+88 Left

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|                                   |                     |
|-----------------------------------|---------------------|
| <b>TOTAL CASH SETTLEMENT.....</b> | <b>\$116,004.00</b> |
|-----------------------------------|---------------------|

Recommended for Approval

*Scott Hill*  
(District Engineer)

GRANTOR

*Robert J. Shriver*

By

*Paul R. Hays*  
(Right-of-Way Agent)

By

*David A. Hays*  
(District Right-of-Way Supervisor)

Approved for Chief Engineer

On March 24, 2008

By

*Jesse W. Smith, Jr.*  
for (Right-of-Way Manager)

SCANNED

APR 09 2014