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James A. McClure (1924-2011)
Raymond D. Givens (1917-2008)

March 9, 2017

Linda Werner
Idaho Department of Water Resources
Northern Regional Office
7600 N. Mineral Drive, Suite 100
Coeur d'Alene, ID 83815-7763

RECEIVED
MAR 13 2017
IDWR/NORTHERN

Re: Water Right No. 95-17232

Dear Linda,

As we discussed on the phone recently, on behalf of Becky Nelson and Susan Martell, I am sending you the enclosed documents to support the claimed August 20, 1907 priority date for water right no. 95-17232.

First, to provide context for the Lot/Block legal descriptions in other enclosed documents, I have included a copy of the May 24, 1907, plat for the Garwood townsite that I obtained from the Kootenai County recorder's office. I've also included a "zoomed in" copy of the portion of the Garwood plat relevant to this claim. The entire Garwood plat was later vacated and, therefore, is not referenced in more modern legal descriptions.

Concerning the claimed priority date, I have enclosed a copy of the June 6, 1908 deed from State Trust and Investment Company ("State Trust") to Alice J. Fountain obtained from the Kootenai County recorder's office conveying Lots 2 and 3 of Block 2 in the "townsite of Garwood, according to plat of townsite of Woodville" for the sum of \$100. The Garwood plat shows that Lots 2 and 3 of Block 2 are within water right no. 95-17232's claimed place of use in the NWNE of Section 25, T52N, R4W. Ms. Nelson has explained to me that she and Ms. Martell (her sister) are the grandchildren of Alice Fountain and her husband Albert (Bert), who is referenced at the end of the deed as the person who had it recorded.

Linda Werner
Idaho Department of Water Resources
March 9, 2017
Page 2

The 1908 deed is consistent with the enclosed Article of Agreement dated May 15, 1907 in which State Trust agreed to convey Lots 2 and 3 of Block 2 "in the original townsite of Woodville" to Bert Fountain upon his monthly payments totaling \$100. It is not clear why the deed and Article of Agreement reference "Woodville." In any case, the deed clearly references the townsite of Garwood, and the Garwood plat clearly shows the location of Lots 2 and 3 of Block 2 in the NWNE of Section 25, T52N, R4W.

Ms. Nelson has explained to me that her understanding of family history is consistent with these documents. Namely, that Bert and Alice Fountain began living at their home on Lots 2 and 3 of Block 2 beginning in 1907 and that six children were born at that home, including Ms. Nelson's and Ms. Martell's mother Lucy Fountain (nicknamed "Bob") in 1909, and their uncle Bruce Fountain on August 20, 1907—the priority date claimed for water right no. 95-17232. The Fountains later acquired more land surrounding Lots 2 and 3. Ms. Nelson has told me that, as a child (born in 1947), she regularly visited her grandparents at the property and is personally familiar with the entire property and its history. In fact, she says she used to clean out the water intakes from the springs when she visited.

Ms. Nelson's explanation of family history is supported by the photographs enclosed with this letter, which she obtained from her family's photo album. One page of photographs includes a picture of her mother and siblings labeled "Ruth-Miles-Bruce-Bob," which Ms. Nelson tells me was taken at the family residence on Lots 2 and 3. In this picture, Bruce appears to be about 4 years old, and Lucy ("Bob") appears to be about 2 years old, dating the picture around 1911. On the other page of photographs, there is a picture labeled "Miles-Dad," showing a garden on the property. Miles was born in 1905 and appears to be around 6 years old in this picture, which dates this picture around 1911 also.

In light of all of this, it can be reasonably inferred that the domestic water use claimed under water right no. 95-17232 began at least as early as August 20, 1907. Please let me know if you need any more information to support that priority date.

Sincerely,



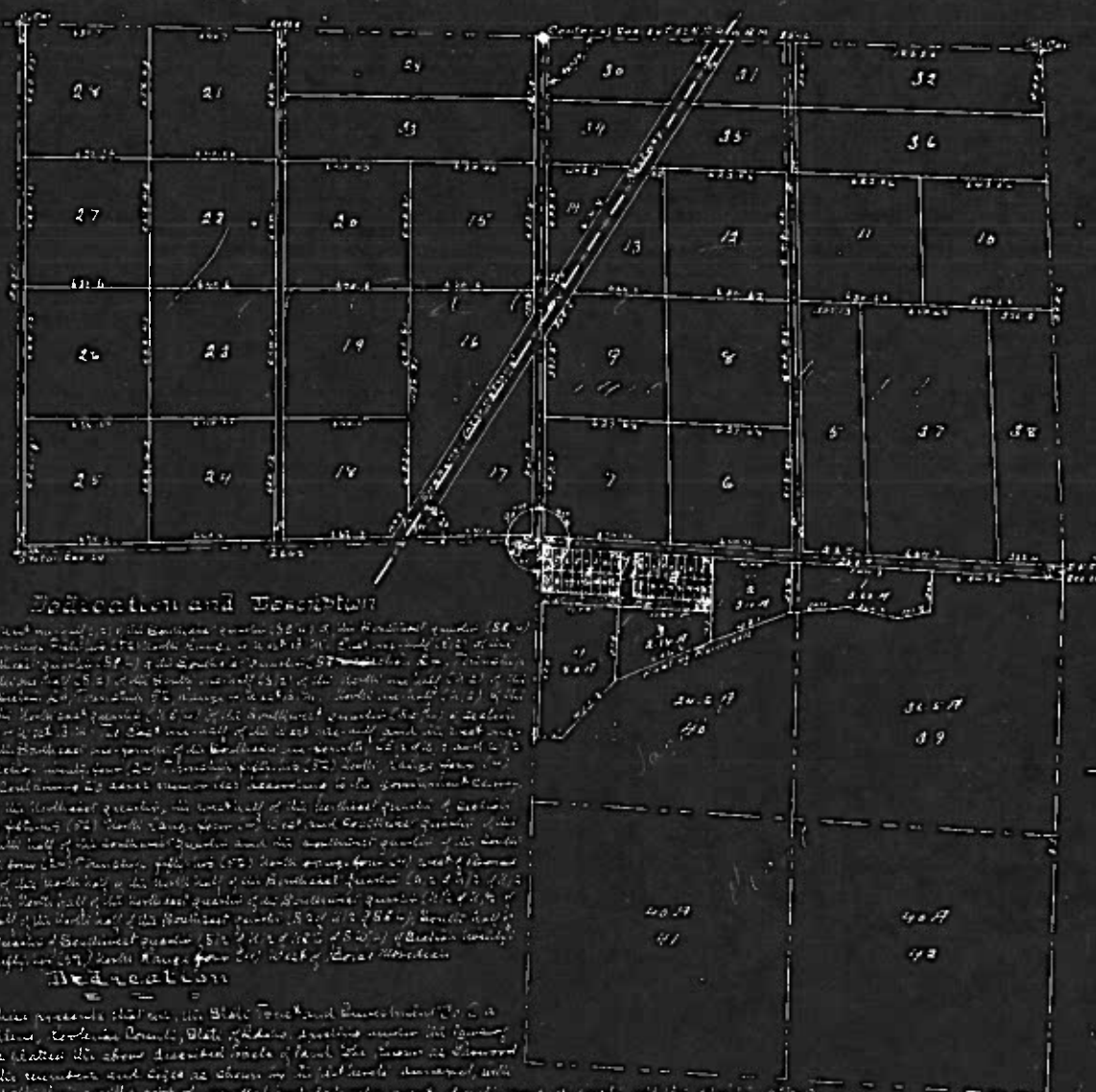
Michael P. Lawrence

cc: Becky Nelson
Susan Martell

MPL/lg
Enclosures
13579108_6 [13485-2]

Garwood

B-141



Dedication and Description

[illegible]

Education

Have all men by their records that are in the State Land Department to be a
petitioner of County of Adams, Colorado, State of Idaho, applying under the Homestead
Land Bill of Idaho have located the above described lands of land the town as shown
with left and front of the monument and also as shown on the attached map, with
a view of the same with the other records and to hereby state, declare a
true and lawful claim to the same for the purpose of
the Homestead Law and to have records of the same made and deposited with the
State Land Department.

(De Generali et ubi ultimum)

Samuel P. Sargent, Arthur Tullie, William (Grand), 24th

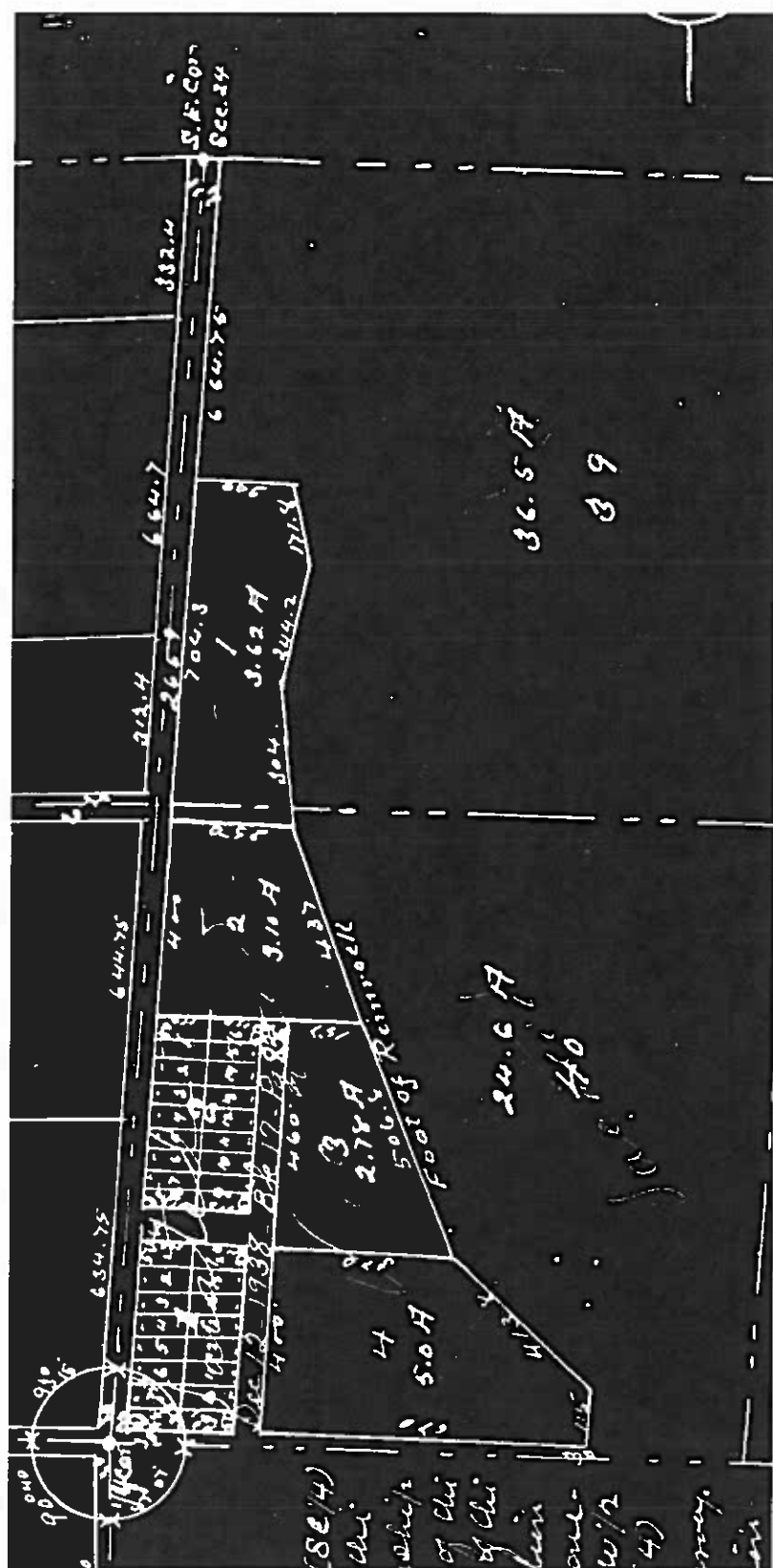
Q. & A. Series

2. Family develops that there is a constant threat of punishment as consequences for not

RECEIVED

MAR 13 2017

IDWB/NORTHERN



that on the fifth day of February A.D. 1908, it was well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the land in fee simple, and that the same on said last date were free and clear from all incumbrances whatever, and that since said date said party of the first part has done no act to incumber the same, and that the above bargained premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, under any title prior to the fifth day of February A.D. 1908, or under any incumbrance since said date placed thereon by said party of the first part, it will forever warrant and defend, except reservations heretofore mentioned, except that this conveyance is made, and is hereby declared to be subject to any and all taxes and assessments, and any and all liens, charges, incumbrances and conveyances arising from or growing out of any tax or assessment levied on or against said premises or any part thereof, for the year 1908.

IN TESTIMONY WHEREOF, the said Milwaukee Land Company has caused these presents to be signed by its President, and attested by its Secretary, and its corporate seal to be hereunto affixed the day and year first above written.

(Corporate seal)

Milwaukee Land Company.

Attest: E.W. Adams, Secretary.

By Burton Hanson President.

State of Illinois)
) ss.
County of Cook)

On this 10th day of February A.D. 1908, before me W.D. Millard, a Notary Public personally appeared Burton Hanson and E.W. Adams, known to me to be respectively the President and Secretary of the corporation that executed the within and foregoing instrument, and acknowledged to me that such corporation executed the same.

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

(Notarial seal)

W.D. Millard, Notary Public

Cook County, County Illinois

Filed for record at the request of E.G. Deaton A.D. 1908 at 9:20 A.M. and recorded in Vol 30 of Deeds page 51 Records of Kootenai County, State of Idaho.

Fee \$1.50

T.L. Quarles, Register of Deeds

34153.

COMPARED
By *[Signature]*

THIS INDENTURE made this 6th day of June in the year of our Lord one thousand nine hundred and eight, between the State Trust and Investment Company, a corporation organized and existing under and by virtue of the laws of the State of Idaho, with its principal place of business at Coeur d'Alene, Kootenai County, State of Idaho, party of the first part and Alice J. Fountain of Kootenai County, State of Idaho, party of the second part.

WITNESSETH: That, Whereas the said party of the first part is a corporation duly incorporated and existing under and by virtue of the laws of the State of Idaho, and has acquired certain real estate hereinafter described, and the Board of Directors by resolution have provided that the president and Secretary-Treasurer should sell and convey the hereinafter described land and should make, execute and deliver for and on behalf of said State Trust & Investment Company and as its act and deed, the conveyance of said property and to affix to said conveyance the corporate name and seal of said corporation.

NOW, THEREFORE, in pursuance of said resolution aforesaid and in consideration of the sum of One hundred (\$100) dollars lawful money of the United States, paid by said party of the second part, receipt whereof is hereby acknowledged, the said party of the

first part by these presents does grant, bargain, sell and convey and confirm unto the said party of the second part his heirs, and assigns forever:

Let two (2), and three (3) of Block Two (2) in the original Townsite of Garwood, Kootenai County, Idaho, according to a map and plat of the Townsite of Woodville, now on file and of record in the office of the County Recorder, said County of Kootenai, State of Idaho. Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to have and to hold said premises above bargained and conveyed with the appurtenances unto the said party of the second part, his heirs and assigns forever:

And the said party of the first part for its successors and assigns does covenant, grant, bargain and agree to and with said party of the second part his heirs and assigns that at the time of the sealing and delivery of these presents it is well seized of the premises conveyed as of a good, sure, perfect, absolute and indefeasible estate of inheritance in law and fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid; and that the same are free and clear of all other or former grants, bargains, sales, liens, taxes, assessments and incumbrances of whatsoever kind or nature, except the taxes of 1908, which party of the second part shall pay and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof, said party of the first part shall and will warrant and defend.

Provided however, that the party of the second part, his heirs, or assigns, shall never carry on any saloon business or sell or allow the sale of liquors either directly or indirectly on the premises herein granted.

IN WITNESS WHEREOF, the said party of the first part, by resolution of its Board of Directors, has caused these presents to be signed by its President and Secretary-Treasurer and its corporate name and seal to be hereunto affixed, on the day and year first above written.

(Corporate seal)

STATE TRUST & INVESTMENT COMPANY,

By P.J. Scallion, President.

Attest: G.W. Mason, Secretary-Treasurer.

State of Idaho)
) ss.
County of Kootenai)

On this 6th day of June in the year 1908, before me Snowden G. Sargent, a Notary Public personally appeared P.J. Scallion and G.W. Mason, known to me to be the President and Secretary-Treasurer respectively, of the corporation that executed the instrument and acknowledged to me that such corporation executed the same.

Given under my hand and official seal the day and year in this certificate first above written.

(Notarial seal)

Snowden G. Sargent, Notary Public

State of Idaho)
) ss.
County of Kootenai)

Filed for record at the request of Bert Fountain on the 24 day of June 1908 at 10:25 o'clock A.M. and recorded in book 30 of Deeds on page 52.

I.L. Quarles, County Recorder

Fee \$1.50

By Jas.A. Foster, Deputy.

Article in Agreement, Made this 15th day of May

in the year of our Lord, One Thousand Nine Hundred and seven between
State Trust and Investment Company (a corporation)

of Coeur d'Alene, County of Kootenai and State of Idaho
party of the first part, and Bert Jantary

of Woodville, County of Kootenai and State of Idaho
Party of the second part.

WITNESSETH, that if the party of the second part shall first make the payments and perform the
covenants hereinafter mentioned on his part to be made and performed, the said party
of the first part hereby covenants and agrees to convey and assure to the said party of the second
part, in fee simple, clear of all incumbrances whatever, by a good and sufficient Warranty Deed, the
lots, piece or parcel of ground, situated in the county of Kootenai and State of
Idaho known and described as

243
Lots number 243 Block number two (2) in the
original townsite of Woodville, Kootenai County, Idaho, according
to map or plat of said townsite of Woodville now on file and of
record in the office of the County recorder of said County of
Kootenai, State of Idaho.

and the said party of the second part hereby covenants and agrees to pay to the said party
of the first part the sum of ~~100.00~~ 100.00 Dollars,
in the manner following: Ten dollars (10.00) upon signing of this
agreement and five dollars (5.00) per month thereafter until
said sum of ~~100.00~~ 100.00 shall have been paid.

with interest at the rate of 8% per cent. per annum payable

from time to time unpaid and to pay all taxes.

with interest at the rate of..... $8\frac{1}{2}\%$ per cent. per.....~~annum~~.....payable.....
~~monthly~~.....annually, on the whole sum remaining from time to time unpaid, and to pay all taxes,
assessments, or impositions that may be legally levied or imposed upon said land subsequent to the year
.....1907..... And in case of a failure of said party.....of the second
part to make either of the payments, or any part thereof, or to perform any of the covenants on.....
.....his.....part hereby made and entered into, this contract shall, at the option of the part.....of
the first part, be forfeited and determined, and the part.....of the second part shall forfeit all payments

Article of Agreement.

State Trust & Invest. Co.

TO
Bert Fountain

STATE OF IDAHO } ss
County of Kootenai }

I hereby certify that the within
instrument was filed for record in the
office of the County Auditor, of said
County, on the.....day of
....., 190....., at.....
o'clock.....m., at the request of.....

and recorded in Book.....of
....., on page.....

County Recorder.

By Deputy.

Recorded on....., 190.....

made by.....him.....on this contract, and such payments shall
be retained by the part.Y...of the first part in full satisfaction and in liquidation of all damages by.....
....them.....sustained, and.....they.....shall have the right to re-enter
and take possession of the premises aforesaid.

.....It is further agreed by and between the parties.....
hereto that the saloon business or sale of intoxicating liquors.....
is prohibited under this contract.....

IT IS ~~MUTUALLY~~ AGREED by and between the parties hereto, that the time of payment shall be
the essence of this contract, and that all the covenants and agreements herein contained shall extend to
and be obligatory upon heirs, executors, administrators, and assigns of the respective parties.

IN WITNESS WHEREOF, The parties to these Presents have hereunto set their hands and seals the
day and year first above written.

Signed, sealed and delivered in the presence of

State Trust & Invest. Co. [SEAL]

Bert Fountain [SEAL]

Albert Fountain [SEAL]

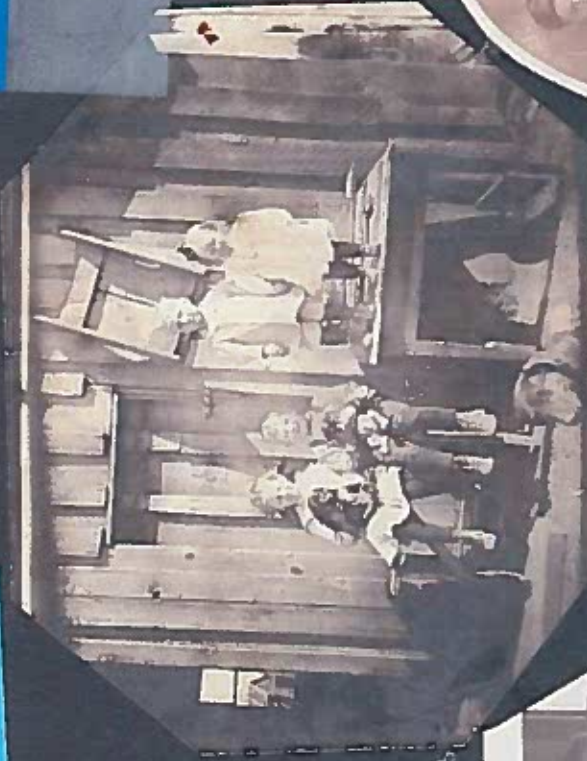
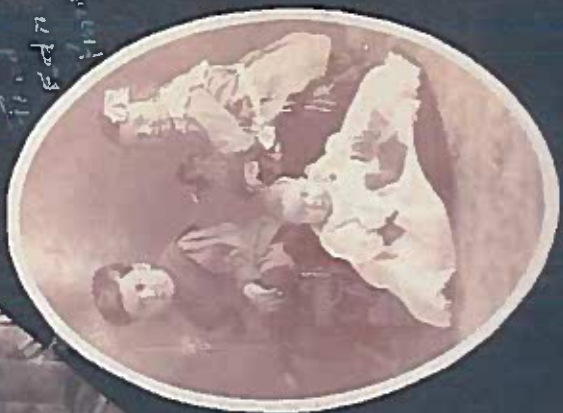
.....[SEAL]

blue

blue

blue

Cousins
Edna
1905



Ruth Niles Bruce Bob

When The family was



When The family was



Miles Dad



Lute - Grandpa

Class 1910