

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE COEUR D'ALENE-SPOKANE RIVER
BASIN WATER SYSTEM

CIVIL CASE NUMBER: 49576

Ident. Number 95-15225Date Received: 9/16/2010Receipt No: NO 31674Received By: RJ

RECEIVED

SEP 16 2010

IDWR/North

NOTICE OF CLAIM TO A WATER RIGHT

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes

Where Daily Use is less than 13,000 gallons per day

1. Name of Claimant(s) PETER AND ELIZABETH GRUNTE Phone (509) 448-1388Mailing Address S. 9412 HANGMAN VALLEY ROAD, SPOKANE, WA. Zip 99224
Street or Box City State2. Date of Priority: (Only one per claim) 10/9/70
Month/Day/Year (YYYY)3. Source of water supply (Check one) Ground Water () or Other ☒ (a) COEUR D'ALENE LAKE
which is tributary to (b) SPOKANE RIVER4. Location of Point of Diversion is: Township 48N, Range 4W, Section 30
NW 1/4 of NW 1/4, or Govt. Lot 1 BM. County of KOOTENAIParcel (PIN) no. 085800000030Additional points of diversion if any: COEUR D'ALENE LAKE

If available, GPS coordinates: _____

5. Description of diverting works (Wells, Pumps, Spring boxes, Pipelines, Etc.) including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well.

3/4 HORSEPOWER PUMP WITH 1 (ONE) INCH POLY PIPE

6. Water is claimed for the following: (limited to Domestic and/or Stockwater uses. See page 1 of the instructions.)

For DOMESTIC purposes from 4/1 to 11/30 amount .04 cfs ☒ or AFY ()
Month/Day Month/Day

For _____ purposes from _____ to _____ amount _____

7. Total Quantity claimed .04 cfs ☒ or AFY ()

8. Non-irrigation uses. Describe fully. (eg. Domestic: give number of households served if single ownership;

Stockwater and Number of livestock) DOMESTIC SINGLE FAMILY DWELLING

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9. Location of Place of Use is: Township 48 N, Range 4 W, Section 30,
NW 1/4 of NW 1/4, Govt. Lot 1 BM. Parcel (PIN) no. SAME
If different than shown in Item 4

for (Check One) Domestic ☒ Stock () Domestic and Stock ()

Additional places of use, if any NONE

10. In which county (ies) are lands listed above as place of use located? KOOTENAI

11. Do you own the property listed above as place of use? Yes ☒ No ()

If the answer is No, describe in Remarks below the authority you have to claim this water right.

12. Describe any other water rights used at the same place and for the same purposes as described above.

_____ or None ☒

13. Remarks: COPIES OF DOCUMENTS ATTACHED ARE MAP OF LOCATION, OCTOBER 1970 SALE AGREEMENT SHOWING USED HOUSE TRAILER KOWN TO UTILIZE SAME WATER SOURCE ON THIS PROPERTY, AND QUITCLAIM DEED CONVEYING THIS PROPERTY AND DWELLING TO PRESENT OWNERS, PETER AND ELIZABETH GRUNTE, IN MARCH 1980.

14. Basis of Claim (Check One) Beneficial Use ☒ Posted Notice () License () Permit () Decree ()

Court _____ Decree Date _____ Plaintiff v. Defendant _____

If applicable provide IDWR Water Right Number _____

15. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notices in the Coeur d'Alene-Spokane River Basin Adjudication." (b.) I/We do () do not ☒ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 3 (MAP, SALE AGREEMENT, QUITCLAIM DEED)

For Individuals: I/We do solemnly swear or affirm under penalty of perjury that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Peter Grunte Date: 9-12-10

Elizabeth Grunte Date: 9-12-10

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am

_____ of _____,
Title Organization

that I have signed the foregoing document in the space below as

_____ of _____,
Title Organization

and that the statements contained in the forgoing document are true and correct.

Signature of Authorized Agent _____ Date _____

Title and Organization _____

16. Notice of Appearance:

Notice is hereby given that I, _____, will be acting as attorney at law of behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____ Date _____

Address _____

Last Name _____ Identification No. _____

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SEP 20 2010



POU

POD

48N04W30NWNW
LOT 1

EXAMINED
SEP 7 0 2008
EXAMINED
SEP 7 0 2008

SALE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of October _____, 1970

by and between LOUISE DEL BRANDT, whose husband is Edwin F. Brandt,
as her separate estate, as vendors,

and PETER R. GRUNTE and AUSTRA M. GRUNTE, husband and wife, as purchasers,

WITNESSETH:

That the vendors agree to sell to the purchaser and the purchaser agrees to purchase of the vendors upon the terms and conditions hereinafter set forth, the following described real estate situate in Spokane County, State of Washington, to-wit:

TRACT 3, WEST-POINT TRACTS, Kootenai County, State of Idaho,
according to the plat recorded in Book D of Plats, page 102.

The total purchase price which the Vendor agrees to accept and the Purchasers agree to pay is the sum of \$9,000.00, of which \$2,000.00 has been paid, receipt of which is hereby acknowledged by the Vendor. The balance of the purchase price in the sum of \$7,000.00 shall be paid as follows: \$35.00, or more, on or before the 10th day of November, 1970, and \$75.00, or more, on or before the 10th day of each month thereafter until the entire balance, together with interest, has been paid in full. All monthly installment payments to be applied FIRST, to the payment of interest, and SECOND, to the reduction of principal. Interest on said \$7,000.00 shall be charged at the rate of 9% per annum on the reducing balance commencing October 9, 1970.

IT IS SPECIFICALLY UNDERSTOOD AND AGREED that a used house trailer now parked on the premises shall be removed therefrom by the Vendor on or before December 15, 1970.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that a storage shed and an outhouse now situated on the premises are included in this sale.

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SEP 21 2010

October 9, 1970

The purchaser shall have possession at _____, if any, of said property and shall continue in such possession so long as the terms of this agreement are fully complied with.

In case any action shall be brought by the vendors to enforce any of the terms of this contract, or to forfeit the same, the purchaser shall pay, in addition to the costs and disbursements provided by law, a reasonable sum for attorney's fees in said suit or action.

In case the purchaser shall be delinquent in his payment and the vendor shall give a notice of forfeiture as provided herein, the purchaser shall pay a reasonable sum for the preparation and service of the said notice not to exceed \$25.00 for each notice, and the same shall be paid in cash to the vendors or their attorneys.

In the event forfeiture is declared, all payments coming due during the thirty-day redemption period named therein, shall be automatically delinquent and must be paid in addition to the sums named in said forfeiture during the said thirty-day period to reinstate the contract.

Should the purchaser fail to make the payments or to keep and perform any of the covenants and agreements herein mentioned, the same shall constitute a forfeiture of this agreement and thereupon the vendors, at _____ her option, may declare such forfeiture by written notice to the purchaser, and at the expiration of thirty days, the terms of this agreement meanwhile not having been complied with, the vendors may enter into said premises and take possession of them, and this agreement shall be at an end and null and void, and the purchaser shall forfeit to the vendors as liquidated damages all payments made hereunder, and immediately surrender possession of said premises, but the failure of the vendors to declare a forfeiture at any time upon violation of any of the terms of this contract by the purchaser shall be deemed only an indulgence by the vendors for that particular time and shall not be construed to be a waiver of any rights of the vendors specified herein. Any notice, demand, or communication to be given by either party to this contract to the other party shall be in writing and transmitted to the other party by certified mail addressed to the vendors at _____ West 1214 - 15th Avenue, Spokane, Washington 99203 and to the purchaser at _____ East 1224 - 56th Ave., Spokane, Wn. 99203

provided that either party may change his place of address by notice to the other party given as herein provided. The mailing and certifying of any such notice, demand or communication as herein provided shall be a sufficient service thereof. Service shall be complete when such notice is certified in the United States post office.

After a Notice of Forfeiture has been given in the manner above provided, and after the thirty-day period has expired, in the event the purchasers shall not have vacated the premises, they shall be deemed tenants at sufferance, and shall be subject to all of the provisions of the unlawful detainer statute and laws of the State of Washington, and may be dispossessed in the manner provided under said law. This shall be cumulative and shall not bar any other remedy which the vendors shall have.

The purchaser hereunder assumes all risk of loss or damage to the property covered hereby from any cause and such loss or damage shall not affect any of the obligations of the purchaser under this contract.

The vendors agree to furnish _____ title insurance policy _____ certified to the date hereof, showing title in vendors free from incumbrance, except _____ easements and covenants of record and general taxes for the year, 1970

; it being understood, however, that for the purpose of this instrument, the following shall not be considered as incumbrances: Reservations contained in any of the forms of patent or deed commonly used by the United States of America, the State in which the property is located, the Northern Pacific Railroad Company or the Northern Pacific Railway Company; building restrictions common to the platted tract in which the property is situate; easements for private driveways in city limits or public roads actually in use as such; easements for telephone, sewer, gas, water or electric service; contracts common to the tract in which the property is situate with reference to supplying water and electricity to the premises and the operation of irrigation and electric systems.

The vendors have made a good and sufficient deed conveying said premises to the purchaser free and clear of all liens and incumbrances, except _____ easements and covenants of record and general taxes for the year, 1970.

It is agreed that said deed, together with a copy of this agreement, shall be placed in escrow with the _____ Washington Mutual Savings Bank, Main Office, W. 609 Sprague Ave., Spokane, Wash., which is hereby appointed escrow agent hereunder. Said escrow agent is hereby authorized to receive monies under the terms of this agreement and to issue the vendor's receipts therefor, and when the terms of this agreement are fully complied with, to deliver said deed and escrow papers to the purchaser. Each of the parties hereto agree to pay one-half of the escrow fee charged by the Escrow Agent.

Time is of the essence of this agreement.

Vendors

Peter R. Guntz

Austin J. Guntz

Purchasers

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SEP 20 2010

836636

QUITCLAIM DEED

BOOK 305 PAGE 319

For Value Received PETER R. GRUNTE and AUSTRA M. GRUNTE, husband and wife

TRACT

do hereby convey, release, remise and forever quit claim unto PETER L. GRUNTE and ELIZABETH C. GRUNTE, husband and wife

whose current address is: East 2413 Thurston, Spokane, Washington
the following described premises, to-wit:

Tract 3, West-Point Tracts, per plat recorded in Book D
of Plats, page 102, Kootenai County, Idaho.

Subject to mortgage to Lincoln Mutual Savings Bank which
grantees will assume and pay.

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SEP 20 2010

together with their appurtenances.

Dated: March 7, 1980.

Peter R. Grunte
Austra M. Grunte

WASHINGTON
STATE OF IDAHO, COUNTY OF SPOKANE
On this 7th day of March, 1980,
before me, a notary public in and for said State, personally
appeared Peter R. Grunte and Austra M.
Grunte, husband and wife

known to me to be the person S who SE nameS
subscribed to the within instrument, and acknowledged to
me that they executed the same.

William C. Robbins
Notary Public
Residing at *Spokane, WA*, Idaho
Comm. Expires

STATE OF IDAHO, COUNTY OF Kootenai
I hereby certify that this instrument was filed for record at
the request of *Dewell & Hermitians*
at _____ minutes past 10 o'clock a.m.,
this MAR 21 1980 day of _____,
19 _____, in my office, and duly recorded in Book
of Deeds at page _____

CAROL DEITZ

Ex-Officio Recorder

By *Carol Deitz* Deputy.

Fees \$ *2.00*

Mail to:

1016 Wm. Trust Inc. Center
Spokane, WA. 99204

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SEP 20 2010