

RECEIVED

02/09/2018

MAR 30 2018

DEPARTMENT OF
WATER RESOURCES

NOTICE OF ERROR
REPLY

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: March 30, 2018

Water right number: 95-4040

CARL DUNN
3011 EAGLE AVE
BREMERTON WA 98310
Telephone Number: 3604051626

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

I DISAGREE WITH "NO BENEFICIAL USE FOUND"

2. Describe the changes you wish to make in the proposed recommendation:

I WISH TO AMEND ORIGINAL APPLICATION TO NOW REQUEST
FOR DOMESTIC USE AND IRRIGATION NOT TO EXCEED
1/2 ACRE.

3. Give a brief explanation as to why you disagree with these portions:

PAST HISTORY OF PROPERTY WOULD INDICATE PRIOR DOMESTIC USE BEFORE
DUNN PURCHASE IN 1968. AFTER PURCHASE IN 1968 DUNN'S & GODDARD'S IRRIGATED
GARDENS IN 2 LOCATIONS AND USED WATER FROM SYSTEM FOR DOMESTIC PURPOSES.
PLEASE SEE ATTACHED PURCHASE AGREEMENT, TRAILER PURCHASE AGREEMENT AND
TRAILER MOVING AGREEMENT FOR PERTINENT DATES. ALSO SEE ATTACHED MAPS AND
PHOTOS FOR REFERENCE

I AGREE with this proposed recommendation: no changes need to be made.

DATE: 3-27-2018

SIGNATURE:

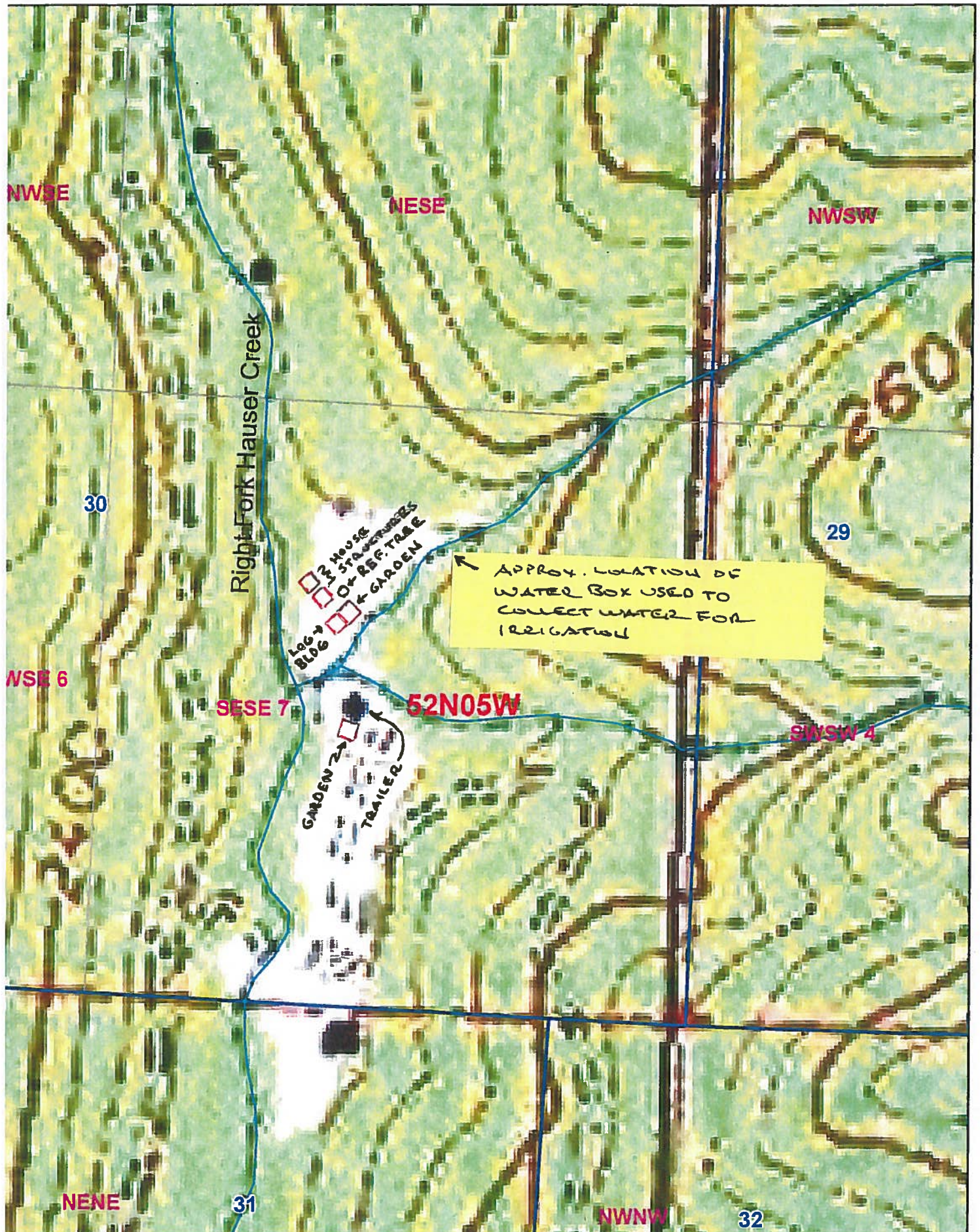


Please print your name:

CARL M. DUNN

IDWR Regional Office, 7600 N MINERAL DR STE 100, COEUR D ALENE, ID 83815-7763, (208) 762-2800

Reference Map for Claim 95-4040



REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 11th day of April, 1968
 between **FARM & BUSINESS REALTY, INC.**, a Washington corporation, Qualified
 to do business in Idaho
 hereinafter called the "seller," and **EDWARD J. DUNN and CHARLOTTE R. DUNN**, husband and wife,
 hereinafter called the "purchaser,"
 WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following
 described real estate, with the appurtenances, in Kootenai County, State of Idaho:

The South half (S. 1/2) of the Southeast Quarter (SE 1/4) of
 Section Thirty (30) Township Fifty-two (52) North Range
 5 W.B.M., all in Kootenai County, State of Idaho.

The terms and conditions of this contract are as follows: The purchase price is **EIGHT THOUSAND EIGHT HUNDRED SEVENTY FIVE and NO/100** (\$ 8,875.00) Dollars, of which
FIVE THOUSAND and NO/100 (\$5,000.00) Dollars have
 been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

See below (\$) Dollars,
 or more at purchaser's option, on or before the _____ day of _____, 19____,
 and (\$) Dollars,
 or more at purchaser's option, on or before the _____ day of each succeeding calendar month until the balance of said
 purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price
 at the rate of _____ per cent per annum from the _____ day of _____, 19____,
 which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.
 All payments to be made hereunder shall be made at Washington Trust Bank
 or at such other place as the seller may direct in writing.

Purchaser assumes and agrees to pay one-half (1/2) of the present balance of
 \$3,875.00 existing on that certain real estate contract executed by Dennis
 Wood, a divorced man, on the 19th day of October 1967 as modified by the
 agreement dated April 12th, 1968, copies of which are attached and made a
 part hereto, payments to be at the rate of \$500.00 or more per year. Seller
 is to pay the other half of the annual payment or \$500.00 per year. If seller
 fails to pay said \$500.00, purchaser shall have the right to make this payment
 and all of which will apply on the balance due of \$3,875.00.
 Warranty Deed shall be delivered to purchasers when they have paid \$3,875.00
 on the principal.
 As referred to in this contract, "date of closing" shall be when contract is signed.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee
 hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage,
 contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said
 real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate
 insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for
 the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to
 the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held
 to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to
 any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is
 in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed
 thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall
 constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award
 remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase
 price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restora-
 tion of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such
 insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such
 improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the
 purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in
 standard form, or a commitment therefor, issued by _____, insuring the purchaser to the full amount of
 said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no
 exceptions other than the following:

- a. Printed general exceptions appearing in said policy form;
- b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder
 is to be made subject; and
- c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which
 seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following: Easements and rights of way of record.

Before seller can declare purchaser's rights forfeited as provided in Paragraph 10 hereafter written notice stating the nature of the default or failure to perform must be mailed or served on purchaser and purchaser shall have 30 days from the date of mailing or date of service to remove the default or perform the covenant and in addition shall pay to seller the sum of \$25.00 to cover cost and fees for the preparation and mailing of the notice.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

SELLER:

FARM & BUSINESS, INC.

(SEAL)

Owen F. Koller

President

(SEAL)

Asst.

Secretary (SEAL)

PURCHASERS:

Edward J. Dunn
Charlotte R. Dunn

(SEAL)

STATE OF WASHINGTON,

ss.

County of SPOKANE

On this day personally appeared before me Edward J. Dunn and Charlotte R. Dunn

to me known to be the individual^B described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

11th

day of April, 1968

Shelton Lee

Notary Public in and for the State of Washington,

residing at Spokane

STATE OF WASHINGTON)

) ss

County of Spokane)

On this 11th day of April, 1968, before me, personally appeared Owen F. Koller and Irene Risson, to me known to be the President and Assistant Secretary, respectively, of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Shelton Lee
Notary Public in and for the State of Washington, residing at Spokane

STATE OF WASHINGTON, }
County of Spokane } ss.

On this 11th day of April, 1968, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared
Owen E. Koller and Irene E. Bisson
to me known to be the President and Asst. Secretary, respectively, of Farm & Business Realty, Inc.
the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.
Witness my hand and official seal hereto affixed the day and year first above written.

[Signature]
Notary Public in and for the State of Washington,
residing at Spokane

FORM 253, ACKNOWLEDGMENT, CORPORATION

675868

BOOK 271 PAGE 944

PURCHASER'S ASSIGNMENT OF CONTRACT AND DEED

TRACTED

COMPARED
INDEXED

THE GRANTOR FARM & BUSINESS REALTY, INC., a Washington corporation, qualified to do business in Idaho
for value received we do hereby convey and quit claim to
EDWARD J. DUNN and CHARLOTTE R. DUNN, husband and wife,
the following described real estate, situated in Kootenai County, State of Washington, the grantee, IDAHO
Together with all after acquired title of the grantor(s) therein.

The South half (S 1/2) or the Southeast Quarter (SE 1/4) of
Section Thirty (30) Township Fifty-two (52) North Range
5 W.B.M., all in Kootenai County, State of Idaho.

Filed and recorded at the request of *Charlotte Dunn*
at 10:31 o'clock P.M., this 24th day of JUN 24 1975, 19

By: *[Signature]* Deputy

Carol Deitz
Ex-Officio Auditor-Recorder
Kootenai County, Idaho
Return to *N. 112 Hillis Apt 103*
Spokane, WA 99206

Fee \$ *100*

and do hereby assign, transfer and set over to the grantee that certain real estate contract dated the 19th day of October, 1967, as modified by the agreement of April 11th, 1968.
between

Dennis Wood, a divorced man,
as seller and FARM & BUSINESS REALTY, INC., a Washington corporation.

as purchaser for the sale and purchase of the above described real estate. The grantee hereby assume and agree to fulfill the conditions of said real estate contract.

Dated this 11th day of April, 1968

FARM & BUSINESS REALTY, INC. (SEAL)

Owen E. Koller President (SEAL)
Irene E. Bisson Asst. Secretary

STATE OF WASHINGTON, }
County of Spokane } ss.

On this day personally appeared before me
to me known to be the individual described in and who executed the within and foregoing instrument, and
acknowledged that signed the same as free and voluntary act and deed, for the
uses and purposes therein mentioned.

GIVEN under my hand and official seal this day of , 19

Notary Public in and for the State of Washington,
residing at

IDAHO SALES TAX

VEHICLE CERTIFICATE 5-2-69

"SELF-PROPELLED MOTOR VEHICLES"

To be completed by any person titling a vehicle which was not purchased from a dealer holding an Idaho Sales Tax Seller's Permit.

NAME.....

Charles R. Goddard

ADDRESS.....

W. 307 Montgomery Spokane, Wash.

VEHICLE.....

1951

Rolls

Make

trailer

Style

510

Identification No.

1. I claim an exemption from the Idaho Sales or Use Tax for the following reason:
(complete if applicable)

I purchased this car in.....and licensed it in.....
(State) (State)

with license No.....more than three months before I became a
resident of Idaho on.....
(Date Moved to Idaho)

Signed.....

2. I purchased this vehicle from:

(Name)

(Address)

who is not a dealer and does not regularly sell motor vehicles. Sales tax as
indicated below is due.

(a) Gross Sales Price \$.....

400.00

(b) Less Credited Value of Trade-in \$.....

Describe Trade-In:

Year

Make

Body Type

Identification Number

Model

(c) Net Taxable Sales Price (line (a) minus line (b)) \$.....

400.00

(d) Sales Tax Paid to Another State (if applicable — not more
than 3% — attach evidence of payment) \$.....

Net tax due — 3% of Line (c) — (if credit on line (d) equals
tax show "none") Tax \$.....

12.00

AFFIDAVIT

State of Idaho

ss.

County of.....

We, the undersigned, swear (or affirm) that the above described vehicle was
purchased from:

Name.....
and the sales price given above is true and correct.

CITY WILLIAM P. McInerney, Spokane, Wash

Signed.....
(Purchaser)

Signed.....
(Seller)

Subscribed and sworn to before me this.....day of.....
19.....

(Notary Public)

(SEAL)

Residing at.....

I certify that sales tax in the indicated amount has been paid to me by the
registrant whose name appears on this form and will be transmitted by me to the
Tax Collector's Office.

Signed.....
(County Tax Assessor Employee)

1st Copy — Dept. of Law Enf.
2nd Copy — County Assessor's
3rd Copy — Taxpayer's Receipt

(Printed or Stamped Name)

GRANDFATHER
PURCHASED
TRAILER

NOTE: Damage Not Noted
On Number 2 Copy (Delivery Receipt)
Will Not Be Honored

NATIONAL TRAILER CONVOY, INC.

NATIONWIDE MOVERS OF MOBILE HOMES

LICENSED • BONDED I.C.C. No. M.C. 106398
P. O. Box 51096 DAWSON STATION TULSA, OKLAHOMA 74151

DISP. TERM. SPokane, Wn.
CODE 927
TERM.
CODE

COMBINATION
FREIGHT BILL &
BILL OF LADING NO.
(Not Negotiable)

232650

Received subject to the terms and conditions herein and carrier's tariffs in effect on the date of issue of this document.

DATE May 5 69

ORIGIN
SHIPPER'S NAME & ADDRESS: Charles Goddard Spokane, Wn.
DESTINATION

CONSIGNEE'S NAME & ADDRESS: Charles Goddard Houser Lake, Wn.

AYOR'S NAME & ADDRESS: Same as consignee

The property described below, in apparent good order except as noted (contents and condition of contents of packages unknown), consigned as shown below will be transported by this company for delivery at the destination herein shown or delivered to another carrier on the route to said destination. It is mutually agreed to each carrier of said property over or on any portion of the route to destination, and as to each party at any time interested in ALL or ANY of said property, that each service performed hereunder shall be subject to all of the conditions not prohibited by law, whether printed or written herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted by himself and his assigns.

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the shipper, shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. Shipper sign here:

COLLECT ON DELIVERY \$ _____ and remit to _____			C.O.D. CHARGE TO BE PAID BY SHIPPER ☐ CONSIGNEE ☐		
STREET _____ CITY _____ STATE _____			FREIGHT CHARGE COLLECT ☒ BILLED ☐		

Mayor is liable for all tires, tubes, mechanical failures and/or structural defects and/or tolls, permits and state fees on the trailer.

SIGN AT PICKUP POINT	SHIPPER OR AGENT SIGN HERE	I hereby authorize this shipment and make the declaration of values (if any) and agree to the contract terms and conditions hereof. Signed: <u>Charles Goddard</u> Date: _____	DRIVER'S CODE <u>7410</u>	DRIVER'S NAME <u>James Seagle</u>	UNIT NO. <u>D 260</u>
	NATIONAL'S AGENT SIGN HERE	This shipment received subject to exceptions as noted and according to the terms and conditions hereof. Signed: <u>Dennis Holt</u> Date: <u>5-6-69</u>	ORDER OR GBL NO.	DATE TO BE SHIPPED <u>5-6-59</u>	

NO.	SIZE	DESCRIPTION	MAKE	SERIAL NO.	WEIGHT	RATE	MILES	TOTAL
1	35 8	Mobile Home	Rollahome	1951		flat	27	\$39.50
Initial ☐		Secondary ☒		① TOTAL FREIGHT REVENUE				

SHIPPER NOTE:

① INITIAL ONE

I DO ☐ I DO NOT ☒

MISCELLANEOUS		STATE PERMITS	
TOLLS & FLAGGING, TIRES, REPAIRS & SPEC. SVCS.	AMT	STATE	AMT
DATE TRAILER MOVED TO IDAHO PROPERTY MAY 5 1969			
② TOTAL MISC.		③ TOTAL PERMITS	

FOR
HOME OFFICE
USE
ONLY

DESIRE ACTS OF GOD COVERAGE

Trailers for living purposes exclusively:
Unless a greater value for the household and personal effects and/or furnishings, not a part of the trailer at point of manufacture, included in this shipment, is declared on this Bill of Lading the shipper hereby releases such property to a value not exceeding Two Hundred Fifty Dollars (\$250.00).
I declare the excess valuation of personal effects and furnishings to be \$ _____
Signed: _____ (Shipper or Agent)

Trailers for purposes other than living purposes exclusively:
Unless a greater value per trailer and equipment is declared on this bill of lading, the shipper hereby releases his shipment to a value not exceeding Seven Thousand Five Hundred Dollars (\$7,500.00) for each trailer and equipment contained therein transported. I hereby declare the excess valuation applicable to this trailer to be \$ _____
Signed: _____ (Shipper or Agent)

FOR HOME OFFICE USE ONLY		① Total Freight Revenue	\$39.50
		② Total Miscellaneous	
		③ Total Permits	
		④ Special Hazards (Acts of God) Coverage @ \$5.00 per trailer	
		⑤ Personal Property Coverage over \$250.00 @ 55¢ per \$100.00	
		⑥ Charges for valuation over \$7,500.00 @ \$7.50 per \$1,000.00	

SIGN AT DELIVERY POINT
RECEIVED the above described property in good condition except as noted on the back hereof and agree to the foregoing contract terms and conditions
CONSIGNEE OR AGENT
(Sign here) Charles Goddard Date: _____ AM PM

GRAND TOTAL
RECEIVED TOTAL
(NO PERSONAL CHECKS ACCEPTED)
CASH
39.50

POSITIVELY NO CLAIMS WILL BE ALLOWED FOR LOSS, SHORTAGE OR DAMAGE UNLESS NOTED ON REVERSE SIDE OF DELIVERY RECEIPT AT TIME OF DELIVERY AND ALL LAWFUL CHARGES HAVE BEEN PAID AND A WRITTEN CLAIM MADE TO THE CARRIER'S ADMINISTRATIVE OFFICE IN ACCORDANCE WITH THE CONDITIONS ON THE BACK HEREOF.



PROPERTY AS PURCHASED 1968
HOUSE STRUCTURES, LOG BLDG & REF. TREE

IRRIGATED GARDEN FROM TRIBUTORY CREEK
OF RIGHT FORK HAUSER CREEK
FENCED GARDEN AREA BEHIND LOG BLDG.

REF. TREE



DUNIN FAMILY 1968/1969, JACK, CHARLOTTE,
MIKE (KID) & GRANDMA - RUTH GOODARA

LOOKING SOUTH
FENCED GARDEN AREA BEHIND LOG BLDG.
NEWLY PURCHASED TRAILER TO LEFT
ON OTHER SIDE OF CREEK

REF. TREE





TRAILER MOVED IN 1969



TRAILER GATHERING 1971

CHARLOTTE DUNN IN CHAIR / GRAMMA GOODMAN STANDS





TRAILER GARDEN
1970's



PICTURE TAKEN OVER TOP OF
TRAILER AWNING.





DOMESTIC
MORNING
CLEAN UP
1991



Dunn, Mike

Subject: Sent from Snipping Tool



4N