

02/09/2018

NOTICE OF ERROR
REPLY

COPY

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: 95-4386

DODGE LEGACY LLC

PO BOX 1318

COEUR D ALENE ID 83816

Telephone Number: 2087692021

RECEIVED

APR 03 2018

DEPARTMENT OF
WATER RESOURCES

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

"No beneficial use found"

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

Domestic use for one household.

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

There is an established use for this water right. See enclosed documents.

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

DATE:

3/30/18

SIGNATURE:

[Signature]

Please print your name:

David B. Dodge, Manager, Dodge Legacy

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

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

02/09/2018
COPY

RIGHT NUMBER: 95-4386
NAME AND ADDRESS: DODGE LEGACY LLC
PO BOX 1318
COEUR D ALENE ID 83816

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

No beneficial use found.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

No beneficial use found: This is included for a claim based on beneficial use that is proposed to be disallowed because beneficial use of water was not confirmed by IDWRs field examination or by other evidence submitted by the claimant.

CLAIM TO A WATER RIGHT

Notice is hereby given that James W Donald

(name of claimant)

The extent and nature of said claim is as follows:

- | | | | | | | | | |
|--------|----------------------|-----|-------------------------|----------------|------|-------------------|----|------------------------|
| Amount | <u>0.04</u> | Use | <u>Domestic</u> | Period of Use: | From | <u>Jan 1</u> | To | <u>Dec 31</u> |
| Amount | <u> </u> | Use | <u> </u> | Period of Use: | From | <u> </u> | To | <u> </u> |
| Amount | <u> </u> | Use | <u> </u> | Period of Use: | From | <u> </u> | To | <u> </u> |
| | (cfs, gpm
or a/d) | | (dom., irri.,
stock) | | | | | (both dates inclusive) |

- A claim is not acceptable on a ground-water source with a priority later than March 25, 1963 or on a surface-water source with a priority later than May 20, 1971. An exception to this rule is that a claim may be filed on domestic use from a ground-water source.

- B) Describe means of diversion of water: (pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.) Give sizes and capacities; be as specific as possible. _____

- [illegible]

Total No. of acres

- (7) If you are claiming water as a member of an organization, list name of organization: _____

Scale: 2 inches equal 1 mile.

State of Idaho)
County of *Kootenai*) ss.

to a water right, together with all attached information, and that the matters and facts therein are true to the best of affiant's knowledge.

James H. Donald
(Claimant)

Sworn to before me this 31 day of October 1977

Robert S. Haynes
Notary Public
Residing at coll

For Department Use Only

Received by RWH Date 10-31-77 Exception filed by: _____ Forwarded to _____ Date _____
Prelim. check by _____ Date _____
\$10.00 fee received by JDW Date 10-26-77 # 9450 claimant by: _____
Approved for publication by _____
Published in Casper Star-Tribune _____
Dates 11-10-77 _____
OK 11-17-77 _____

COP

RECEIVED

FEB 2 1990

STATE
COUNTY
FILED

IDAHO
KOOTENAI } s.

JAN 31 9 37 AM '90

Linda Garrett

DEPUTY

Department of Water Resources

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

* * * * *

SHERMAN SCHROCK and VICKEY
SCHROCK, husband and wife,

Plaintiffs,

vs.

JAMES DONALD and ELIZABETH
DONALD, husband and wife,
and ANDREW FARMER and NANCY
FARMER, husband and wife, and
DIRECTOR OF THE IDAHO DEPARTMENT
OF WATER RESOURCES,

Defendants.

CASE NO. 73149

STIPULATION AND ORDER
FOR DISMISSAL OF
DIRECTOR OF IDAHO
DEPARTMENT OF WATER
RESOURCES

* * * * *

IT IS STIPULATED by and among the parties hereto, by
and through their respective counsel of record, Paul R. Kroeger
of the firm Lempesis, Anderson, Kroeger, P.A., appearing for
the plaintiffs, Pat W. Arney appearing for the defendants James
Donald and Elizabeth Donald, husband and wife, and Andrew
Farmer and Nancy Farmer, husband and wife, and A. Lynne
Krogh-Hampe for the Director of the Idaho Department of Water
Resources, that the Director of the Idaho Department of Water
Resources be dismissed from the above entitled action without
prejudice.

STIPULATION AND ORDER FOR DISMISSAL OF DIRECTOR OF IDAHO
DEPARTMENT OF WATER RESOURCES - 1

1 DATED: November 16, 1989
2 LEMPESIS, ANDERSON, KROEGER, P.A.

DATED: Oct. 24, 1989

3
4 BY: Paul R. Kroeger
5 PAUL R. KROEGER

BY: PAT W. ARNEY
PAT W. ARNEY

6
7 BY: A. Lynne Krogh-Hampe
8 A. Lynne Krogh-Hampe
9 Deputy Attorney General

10 ORDER

11 This cause coming on at this time on stipulation of
12 the parties hereto, through their respective counsel of record,
13 and good cause appearing therefor;

14 IT IS HEREBY ORDERED and this does ORDER that the
15 Director of the Idaho Department of Water Resources be
16 dismissed as a defendant in the above entitled action without
17 prejudice, upon the agreement of the parties, all parties to
18 bear their owns costs and attorneys' fees.

19 Dated this 24 day of January, ¹⁹⁹⁰~~1989~~.

20 CAROL M. HAMAN
21 DISTRICT JUDGE

22 CERTIFICATE OF MAILING

23 I hereby certify that on this 31st day of January,
24 ¹⁹⁹⁰~~1989~~, I served a copy of the foregoing STIPULATION AND ORDER
25 FOR DISMISSAL, by depositing same in the United States mail,
26 postage prepaid, in an envelope, addressed to the following:

27 Paul R. Kroeger
28 LEMPESIS, ANDERSON, KROEGER, P.A.
Attorneys at Law
P.O. Box 218
Post Falls ID 83854

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A. Lynne Krogh-Hampe
Deputy Attorney General
Department of Water Resources
1301 N. Orchard
Statehouse Mail
Boise ID 83720

Pat W. Arney
111 North Second
P.O. Box 758
Coeur d'Alene ID 83814

SHIRLEY A. DEITZ
Linda Garrett

CLERK

1239p

COPY

STATE OF IDAHO } ss
COUNTY OF KOOTENAI }
AT THE REQUEST OF
PIONEER TITLE COMPANY

Dec 18 12 27 PM '09

SHIRLEY DEITZ

C. Reed
FEE \$ 27.00 DEPUTY

1169579

AGREEMENT

This Agreement made and entered this 14 day of November, 1989, between SHERMAN SCHROCK and VICKEY SCHROCK, husband and wife, hereinafter "Schrock;" JAMES DONALD and ELIZABETH DONALD, husband and wife, hereinafter "Donald;" and ANDREW FARMER and NANCY FARMER, husband and wife, hereinafter "Farmer."

WHEREAS, all the parties to this Agreement are parties to Kootenai County Civil Case No. 73149 and are desirous of resolving the issues raised therein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and the incorporation of this Agreement in an order of dismissal of Civil Case 73149, and other good and valuable consideration, the parties hereto agree as follows:

1. The parties agree that the Idaho Department of Water Resources will be dismissed from Civil Case No. 73149 prior to the entry of the order of dismissal herein contemplated.

2. At the time of execution hereof, Donald and Farmer shall quitclaim all of their right, title and interest in and to a certain well (as reflected by license of water right number 95-07798 and 95-07546 and by reservation in that certain Warranty Deed from James W. Donald and Elizabeth Donald to Vaughn P. Donald and Pamela Donald dated October 21, 1978, and shown as document number 785906 records of Kootenai County, Idaho) any water therefrom, and any rights-of-way or easements therefrom located on the property of Schrock, to Schrock. Donald and Farmer shall have no responsibility for past or future costs or obligations concerning said well and Schrock shall hold Donald and Farmer harmless in regard to any claims concerning said well.

3. The parties to this Agreement have water rights to a certain springs, collection facilities and pipelines located on the property of Donald. The springs serving the parcels of the three parties (as hereinafter described below) are in the NW1/4 SW1/4, S. 9, T. 50 N., R. 4 W.B.M., Kootenai County, Idaho. The respective ownerships and rights are as follows:

AGREEMENT

This Agreement made and entered this 14 day of November, 1989, between SHERMAN SCHROCK and VICKEY SCHROCK, husband and wife, hereinafter "Schrock;" JAMES DONALD and ELIZABETH DONALD, husband and wife, hereinafter "Donald;" and ANDREW FARMER and NANCY FARMER, husband and wife, hereinafter "Farmer."

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<u>OWNER</u>	<u>PLACE OF USE</u>	<u>PRIORITY DATE</u>	<u>QTY</u>	<u>PURPOSE</u>
James & Elizabeth Donald Rt. # 1 Box 77 Coeur d' Alene ID 83814 (Claim No. 95-04387)	E1/2 of E. 313 ft., Govt. Lot 8, Sec. 9, T. 50N., R. 4 W.B.M. Kootenai Cty., ID	06/22/65	.04 cfs	Domestic for one household
Sherman & Vickey Schrock N. 2430 Foothill Dr. Coeur d'Alene ID 83814 (Claim No. 95-04386)	Portion of W1/2 of E. 313 ft., Govt. Lot 8, Sec. 9, T. 50N., R. 4 W.B.M. Kootenai Cty., ID	06/01/69	.04 cfs	Domestic for one household
James & Elizabeth Donald Rt. # 1 Box 77 Coeur d' Alene ID 83814 (for Andrew and Nancy Farmer) (Application for a Permit No. 95-08609)	E1/2 of E. 313 ft., Govt. Lot 8, Sec. 9, T. 50N., R. 4 W.B.M. Kootenai Cty., ID	11/23/88	.02 cfs	Domestic for one household

4. The parties hereto acknowledge that even though each has a paper right to two miner's inches of water on a continuous flow basis (one inch continuous flow for a year would develop 14.48 acre feet annually), the average daily production from the common spring source on the Donald property is approximately 900 gallons per day, or 328,500 gallons per year, or approximately one acre foot annually. The parties hereto agree that regardless of their respective water right priorities, the parties hereto shall share the flow from the springs one-third (1/3) each when the daily yield is 600 gallons or more. All water overflowing the reservoir shall be also divided one-third (1/3) each, provided that the other parties hereto shall have the right to use said overflow one-half (1/2) each if one party does not then wish to use such overflow water, or one party may use all the overflow water if the other two parties do not wish to use such overflow water. At yields below 600 gallons per day, Donald and Schrock shall share 50 - 50 and Farmer shall receive no water pursuant to right, but Donald may then make part or all of Donald's entitlement available to Farmer or Farmer's successor at Donald's discretion. At flows below 300 gallons per day total, the parties will again share one-third (1/3), one-third (1/3), one-third (1/3), it being recognized that such flows would be required for culinary and drinking purposes.

The parties further acknowledge that if average daily yields are below 600 gallons per day, that water will not be

used for any purposes other than domestic within the three dwellings, or their replacements.

5. Donald shall own the collection facilities and improvements including the pipeline used in common, from the springs to the "T," and have responsibility for repair and maintenance of the system from the springs to the "T." Each party shall own and maintain their private facilities from the "T" (junction) in the pipe, it being understood Donald and Farmer shall share 50 - 50 below the "T." Schrock and Farmer are herein granted an easement for the conveyance of their water in the common facilities. Schrock is herein granted an easement for his pipeline from the "T" to Schrock's boundary, as well as a secondary easement ten feet in width (five feet on each side of his pipeline) from his boundary to the "T" for access, operation and maintenance purposes. Schrock and Farmer are herein granted a secondary easement ten feet in width (five feet on each side of the pipeline) for access from the "T" to the spring along the existing pipeline (or as the same may be then located) for use by Schrock or Farmer for operation and maintenance purposes as outlined in Paragraph 6 hereof in the event Donald is absent or unable to perform the repairs. Such easement shall be as shown on Exhibit "A".

6. The parties hereto agree that the responsibility for costs of repair, maintenance or replacement of the spring collection network and the pipeline located on Donald's property, but used in common by the parties, shall be one-third (1/3) each. Prior to undertaking repair and maintenance of the system from the springs to the "T," if maintenance costs are contemplated, Donald shall give the parties hereto thirty (30) days mailed notice containing an estimate of the cost of repairs (based on a contractor's estimate if the work is to be accomplished by other than Donald). In the event any maintenance is actually conducted by any party hereto, the cost shall be limited to out of pocket costs, with no reimbursement for personal labor. In the event of an emergency, and in the absence of Donald, after an attempt has been made to alert the other party hereto, any party may do what is necessary to restore the system to working order or to prevent damage to the system. Bills for repairs shall be paid within thirty (30) days after submitted by mail. Parties who have not paid within said thirty (30) days shall not be entitled to water until said bill is paid.

7. If at any time the system has fallen in disrepair, and for that reason only the water available to the parties falls below a total of 600 gallons per day, and after written demand to Donald or his successor the system is not thereafter repaired within thirty (30) days, Schrock or Farmer or their successors may proceed to make said repairs, the cost thereof to be shared as set out in Paragraph 6 above.

8. The parties acknowledge that installing devices to measure daily volumes would be expensive. Such will not be required unless unanimously agreed.

9. The parties agree to take all reasonable measures to keep any person from hereafter appropriating or diverting water from the common spring source, unless all agree.

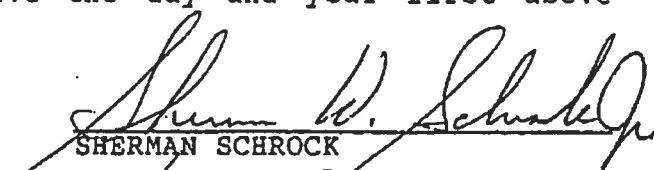
10. So long as the financial obligations for the operation of the system are current, the rights to water hereunder shall not be terminable, and each party shall be deemed the owner of a covenant running with the land in the system for the benefit of his respective parcel.

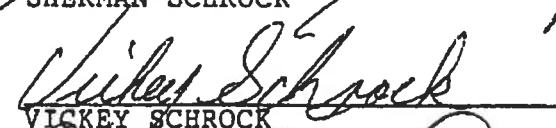
11. Any decision to hereafter further develop the spring area or convert to a subterranean water source in the area of the springs can only be made by a unanimous consensus of the parties hereto.

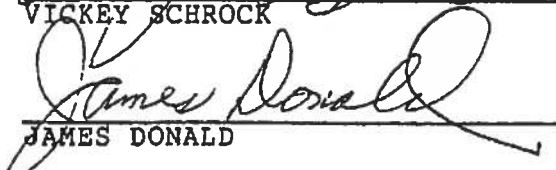
12. Donald covenants that in any subsequent sale of the property where the spring or part of the common system is located, that the parties hereto will be protected to the extent of their rights set out herein.

13. This Agreement and the covenants herein contained shall be binding upon and inure to the heirs, successors, assigns and personal representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the day and year first above written.


SHERMAN SCHROCK


VICKIE SCHROCK


JAMES DONALD


ELIZABETH DONALD

Andrew Farmer
ANDREW FARMER

Nancy Farmer
NANCY FARMER

As the successors to the interests of Schrock, the undersigned approve and agree to be bound by the provisions of this Agreement.

James H. Neff
JAMES H. NEFF

Gloria Neff
GLORIA NEFF

STATE OF IDAHO)
County of KOTENAI) ss.

On this 14 day of November, 1989, before me, a Notary Public, in and for said County and State, personally appeared SHERMAN SCHROCK, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Paul R. Koege
NOTARY PUBLIC FOR IDAHO
Residing at: POST FALLS, ID
My commission expires: 1/2/93

STATE OF IDAHO)
County of KOTENAI) ss.

On this 14 day of NOVEMBER, 1989, before me, a Notary Public, in and for said County and State, personally appeared VICKY SCHROCK, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

Alexander D.
NOTARY PUBLIC FOR IDAHO
Residing at: Coeur d'Alene
My commission expires: 4/94

STATE OF IDAHO)
County of Kootenai) ss.

On this 16th day of October, 1989, before me, a Notary Public, in and for said County and State, personally appeared JAMES DONALD, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Dorlene Kessier
NOTARY PUBLIC FOR IDAHO
Residing at: Coeur d'Alene, Id.
My commission expires: 4-4-91

STATE OF IDAHO)
County of Kootenai) ss.

On this 16th day of October, 1989, before me, a Notary Public, in and for said County and State, personally appeared ELIZABETH DONALD, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

Dorlene Kessier
NOTARY PUBLIC FOR IDAHO
Residing at: Coeur d'Alene, Id.
My commission expires: 4-4-91

STATE OF IDAHO)
County of Kootenai) ss.

On this 16th day of October, 1989, before me, a Notary Public, in and for said County and State, personally appeared ANDREW FARMER, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Dorene Kisser
NOTARY PUBLIC FOR IDAHO
Residing at: Central Ave. Id.
My commission expires: 4-4-91

STATE OF IDAHO)
County of Kootenai) ss.

On this 16th day of October, 1989, before me, a Notary Public, in and for said County and State, personally appeared NANCY FARMER, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

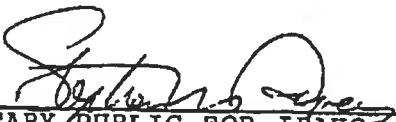
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Dorene Kisser
NOTARY PUBLIC FOR IDAHO
Residing at: Central Ave. Id.
My commission expires: 4-4-91

STATE OF IDAHO)
County of Kootenai) ss.

On this 20th day of October, 1989, before me, a Notary Public, in and for said County and State, personally appeared Eugene R. NEFF, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

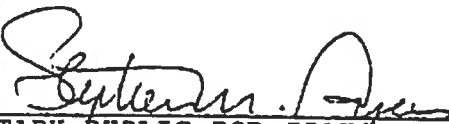
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


NOTARY PUBLIC FOR IDAHO
Residing at: Coeur d'Alene
My commission expires: 12-28-94

STATE OF IDAHO)
County of Kootenai) ss.

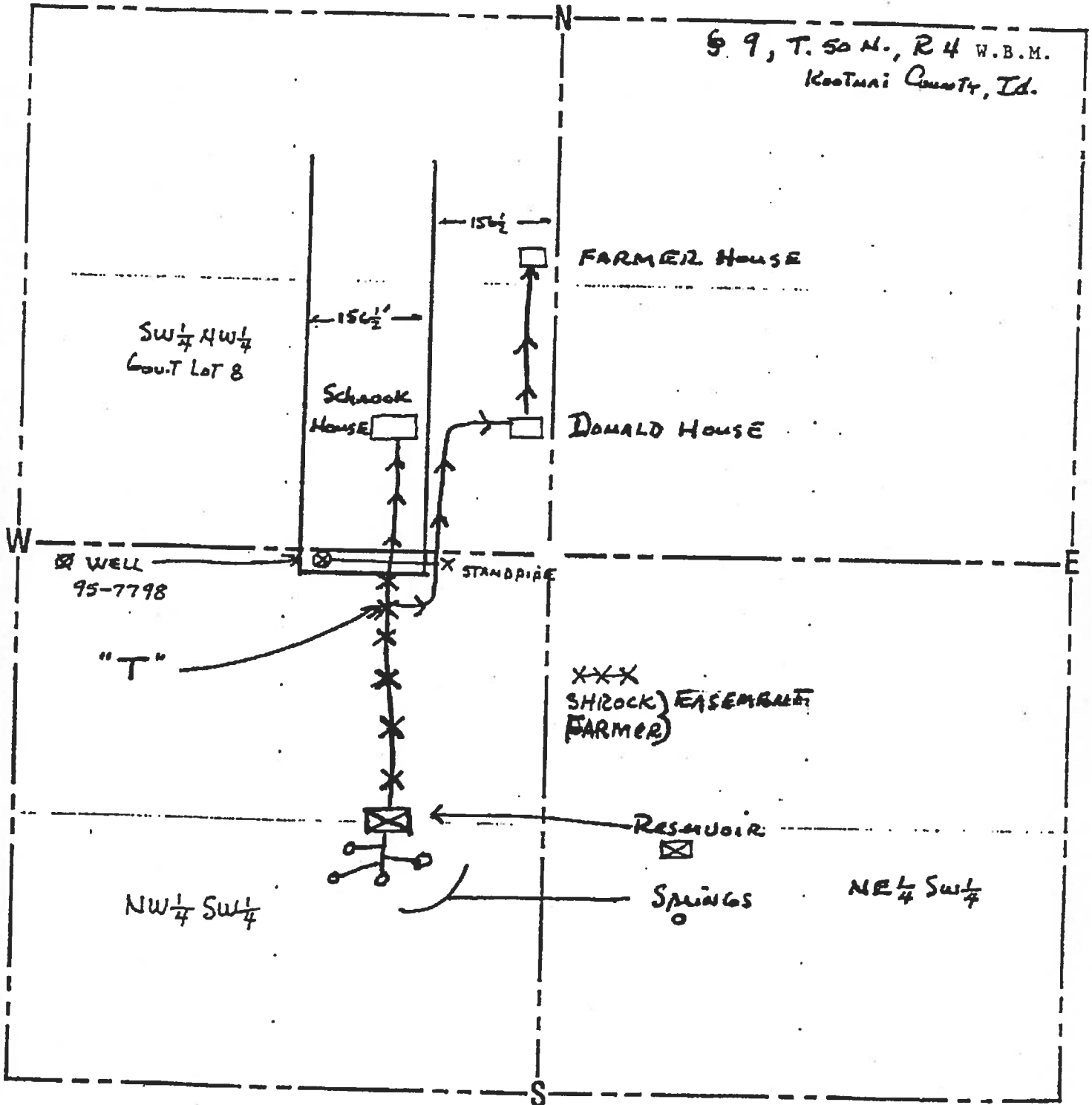
On this 26th day of October, 1989, before me, a Notary Public, in and for said County and State, personally appeared Glenn NEFF, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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


NOTARY PUBLIC FOR IDAHO
Residing at: Coeur d'Alene
My commission expires: 12-28-94

1687m

EXHIBIT "A"



(Award Office, Atlanta)

*James H. Hight, Mayor
Office 307, 1978*

MIRIAM S. YOUNGMAN

EUGENIE C. YOUNGMAN

DATED this 27th day of April, 1978.

In consideration of the execution by VAUGHN P. DONALD and PAMELA DONALD of a Modification of the Agreement of Sale and Purchase dated April 13, 1978, between them and the undersigned, we release them from any and all claims of any kind or nature arising out of the alleged incorrect boundary description, we further recognize that water right no. 95-4387 has a priority over water right no. 95-4386, the latter being the water right we are purchasing.

Department of Water Resources

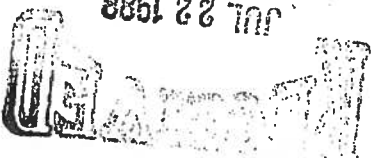
RELEASE AGREEMENT

APR 24 1989

RECEIVED

95-4386

JUL 22 1988



Return to
County Auditor-Recorder
Kootenai County, Idaho
Box 77, Coeur d'Alene, Idaho

By: James J. Donald
Deputy
JUN 25 1981
day of
M, this

Filed and recorded at the request of
James J. Donald
Husband
Elizabeth Donald
Wife, Grantors
(L.S.)
(L.S.)

DATED this 21 day of November, 1977.

The West 1/2 of the East 313 feet of Government Lot 8, Section 9,
Township 50 North, Range 4 West, Boise Meridian, Kootenai County,
Idaho.

IT IS THE INTENT AND PURPOSE of this deed to permit the above referenced
water right to be used on the following described property:

Water Right represented by Claim to Water Right No 95-4386
presently used on the following described property:
The East 1/2 of the East 313 feet of Government Lot 8, Section 9,
Township 50 North, Range 4, West Boise Meridian, Kootenai County,
Idaho.

FOR VALUE RECEIVED, JAMES W. DONALD and ELIZABETH DONALD, husband and
wife, "Grantors", hereby convey, release, remise and forever quitclaim unto
VAUGHN P. DONALD and PAMELA DONALD, husband and wife, "Grantees", whose
current address is Route 1, Box 76, Coeur d'Alene, Idaho 83814, all of the
Grantors' right title and interest in and to:

QUITCLAIM DEED
OF
WATER RIGHTS

BOOK 287 PAGE 245

Department of Water Resources
Northern District Office
JUL 1 1988
7502290

RECEIVED
879085

* BOOK 313 PAGE 335

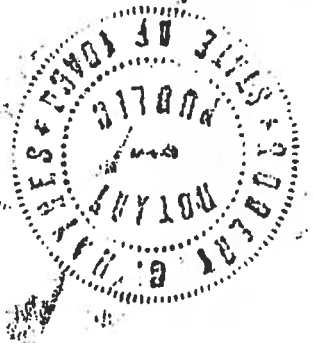
INDEXED
COMPARSED
INDEXED

Water Right 90-4086

On this 21 day of November, 1977, before the undersigned Notary Public, personally appeared JAMES W. DONALD and ELIZABETH DONALD, husband and wife, known to me to be the Grantors named in the foregoing instrument, and acknowledged to me that they executed the same.

STATE OF IDAHO)
) ss.
 County of Kootenai)

Robert J. Lawrence
 Notary Public for Idaho
 Residing at Coeur d'Alene.



Witness and recorded at the request of James W. Donald
 at 9 o'clock a M., this 22 day of NOV 22 1977
 By: Robert J. Lawrence
 Notary Public
 Kootenai Auditor-Recorder
 Kootenai County, Idaho
 Return to 971 Boy 77 CAA

Water Right # 95-4386

INDEXED

* BOOK 313 PAGE 335

TRACED

COMPARED
INDEXED

RECEIVED
879085

JUL 1 1900
750290
Department of Water Resources
Northern District Office

QUITCLAIM DEED

OF

WATER RIGHTS

BOOK 287 PAGE 245

FOR VALUE RECEIVED, JAMES W. DONALD and ELIZABETH DONALD, husband and wife, "Grantors", hereby convey, release, remise and forever quitclaim unto VAUGHN P. DONALD and PAMELA DONALD, husband and wife, "Grantees", whose current address is Route 1, Box 76, Coeur d'Alene, Idaho 83814, all of the Grantors' right title and interest in and to:

Water Right represented by Claim to Water Right No 95-4386 presently used on the following described property:

The East 1/2 of the East 313 feet of Government Lot 8, Section 9, Township 50 North, Range 4, West Boise Meridian, Kootenai County, Idaho.

IT IS THE INTENT AND PURPOSE of this deed to permit the above referenced water right to be used on the following described property:

The West 1/2 of the East 313 feet of Government Lot 8, Section 9, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

DATED this 21 day of November, 1977.

James W. Donald (L.S.)
Husband

Elizabeth Donald (L.S.)
Wife, Grantors

Filed and recorded at the request of James W. Donald
at 11:15 o'clock P. M., this JUN 25 1981 day of 19
By: Nancy West
Deputy
Fee \$ 8.00

Carol Deitz
Ex-Officio Auditor-Recorder
Kootenai County, Idaho
Return to Rt 1, Box 77, Cda, Ida.

RECEIVED
JUL 22 1988

Department of Water Resources

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 21 day of November, 1977, before the undersigned Notary Public, personally appeared JAMES W. DONALD and ELIZABETH DONALD, husband and wife, known to me to be the Grantors named in the foregoing instrument, and acknowledged to me that they executed the same.



Robert G. Haynes
Notary Public for Idaho
Residing at Coeur d'Alene.

and recorded at the request of James W. Donald
9- o'clock a M., this 22 day of NOV 22 1977 19
By: Kathy Taylor Deputy
Fee \$ 4.00
Carol Deitz
Ex Officio Auditor-Recorder
Kootenai County, Idaho
Return to Box 77 CSA

QUITCLAIM DEED

OF

WATER RIGHTS

FOR VALUE RECEIVED, JAMES W. DONALD and ELIZABETH DONALD, husband and wife, "Grantors", hereby convey, release, remise and forever quitclaim unto VAUGHN P. DONALD and PAMELA DONALD, husband and wife, "Grantees", whose current address is Route 1, Box 76, Coeur d'Alene, Idaho 83814, all of the Grantors' right title and interest in and to:

Water Right represented by Claim to Water Right No (95-4386) presently used on the following described property:

The East 1/2 of the East 313 feet of Government Lot 8, Section 9, Township 50 North, Range 4, West Boise Meridian, Kootenai County, Idaho.

IT IS THE INTENT AND PURPOSE of this deed to permit the above referenced water right to be used on the following described property:

The West 1/2 of the East 313 feet of Government Lot 8, Section 9, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

DATED this 21 day of November, 1977.

James W. Donald (L.S.)
Husband

Elizabeth Donald (L.S.)
Wife, Grantors

STATE OF IDAHO)
) ss.
County of Kootenai)

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Robert S. Haynes
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Robert D. Haynes
Notary Public for Idaho
Residing at Coeur d'Alene.



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES
NORTHERN DISTRICT
4055 Government Way
667-6484

COEUR D' ALENE, IDAHO 83814

November 17, 1977

RE: Claim No. 95-4386

James W Donald
Rt 1 Box 77
Coeur d'Alene, Id

The Department of Water Resources has completed the processing of your claim to a water right, and no further action is authorized under Section 42-225a and 42-225b, Idaho Code. Your claim will be retained in our files and will be available at any time for use by you or the court.

As you are aware, the filing of a claim does not, in itself, guarantee you a water right; it only records and preserves the information and the evidence which you included in your claim.

If, at a later date, you find that you have additional information or supporting evidence that you would like to have included in your claim file, you may have that information or evidence added at any time. Please refer to your claim number when corresponding with our office.

We are enclosing, for your records, a copy of your claim. If you have any questions, or if we may be of any further assistance, please contact us.

Sincerely,

ROBERT G. HAYNES, P.E.
Regional Supervisor

RGH:ab

Enclosure





STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NORTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

Suite No. 1
4055 Government Way
Coeur d'Alene, Idaho 83814
(208) 667-6484

November 3, 1977

Re: Claim No. 95-4386 ✓ and 95-4387

Coeur d'Alene Press
2nd and Lakeside
Coeur d'Alene, ID 83814

Gentlemen:

Enclosed is a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing ample time for you to submit us a galley proof for review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted, assuming the notice is correct. If we have any corrections, we will notify you before the first publication. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to our office along with the publication bill. Your cooperation in this matter is appreciated.

Very truly yours,

ROBERT G. HAYNES, P.E.
District Supervisor

RGH:ab

Enc: Legal Notice(s)

Bill Mowbray
11-17-77
[Signature]

NOTICE OF CLAIM TO A WATER RIGHT

NO. 95-4386

Notice is hereby given that James W Donald
Rt 1 Box 77, Coeur d'Alene, Id
has filed a claim to a water right established by diversion and application
to beneficial use of 0.04 cubic feet per second ~~gallons per minute~~
of water from 4 springs
with point of diversion in the NW 1/4, Sec 9, T50N, R4W, B.M., Kootenai
County

The water is claimed to be used from Jan 1 to Dec 31
for domestic purposes

with a priority of 1969;
the place of use is within the Gov Lot 8, Sec 9, T50N, R4W, B.M.

Any exception to this claim of water right may be filed with the Idaho
Department of Water Resources, 4055 Government Way, Coeur d'Alene, Idaho,
83814.

C. STEPHEN ALLRED
Director

Published in the Coeur d'Alene Press, Coeur d'Alene, Id
on November 10 and November 17, 1977

FILED
NOV 17 1977
IDAHO DEPT. OF WATER RESOURCES