

State of Idaho
Department of Water Resources
Permit to Appropriate Water
NO. 95-13563

Priority: September 28, 2010

Maximum Diversion Rate: 0.15 CFS

This is to certify, that MARK WILLIAMS
29599 SOUTH HWY 97
HARRISON ID 83833
(509) 475-2345
And
RALPH JACOBS
6008 18TH
DALTON GARDENS ID 83815
And
JAMES A DAVIS
6893 W CENTURY DR
POST FALLS ID 83854

has applied for a permit to appropriate water from:

Source: GROUND WATER

and a permit is APPROVED for development of water as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>
DOMESTIC	01/01 to 12/31	0.10 CFS
IRRIGATION	03/15 to 11/15	0.05 CFS

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER, L2 (SW1/4NW1/4); Sec. 30, Twp 49N, Rge 03W, B.M., KOOTENAI County

PLACE OF USE: IRRIGATION, DOMESTIC

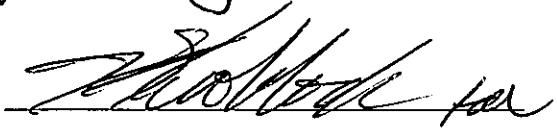
Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
49N 03W 30							2.0										2.0
							L 2										

Total Acres: 2

CONDITIONS OF APPROVAL

1. Proof of application of water to beneficial use shall be submitted on or before **January 01, 2016**.
2. Subject to all prior water rights.
3. This right does not grant any right-of-way or easement across the land of another.
4. Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which the permit holder had no control.
5. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
6. Domestic use is for 4 homes. Irrigation of lawn, garden and landscaping associated with the home is authorized under the irrigation component of this right.
7. This right when combined with all other rights shall provide no more than 3.0 afa per acre at the field headgate for irrigation of the lands above.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code. Witness the signature of the Director, affixed at Coeur d'Alene, this 12th day of January, 2011.


GARY SPACKMAN, Interim Director

KENNETH KNOBLOCK



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region, 7600 N. Mineral Drive, Suite 100 • Coeur d'Alene, Idaho 83815

Phone: (208) 762-2800 • Fax: (208) 762-2819 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

January 12, 2011

MARK WILLIAMS
29599 SOUTH HWY 97
HARRISON ID 83833

RALPH JACOBS
6008 18TH
DALTON GARDENS ID 83815

JAMES A DAVIS
6893 W CENTURY DR
POST FALLS ID 83854

RE: Permit No.95-13563

Permit Approval Notice

Dear Permit Holder:

The Department of Water Resources has issued the enclosed permit authorizing you to establish a new water right. Please be sure to thoroughly review the conditions of approval and remarks listed on your permit.

The permit is a PRELIMINARY ORDER issued by the Department pursuant to Section 67-5243, Idaho Code. It can and will become a final order without further action by the Department unless a party petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date as described in the enclosed information sheet.

As a permit owner you must commence the excavation or construction of the diverting works within one year of the date the permit was issued, and you must proceed diligently until the project is completed. The date shown under condition no. 1 is the date when the project must be completed.

The Department will send you a 'Proof Due Notice' approximately 60 days prior to the above referenced date requesting you to file either a Proof of Beneficial Use form or a Request for Extension of Time form.

The right to drill a well is not a part of this permit to appropriate water. Beginning in July of 1987, a statute was enacted which requires a drilling permit for new well construction and deepening of existing wells. If the well(s) proposed for use under this water right permit were drilled or deepened after July 1, 1987, a separate drilling permit must be obtained from this Department. Please contact the Ground Water Protection Section located here at this office or our regional office nearest you.

Also, please note that water right owners are required to report any change of water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

If you have any questions, please contact me at 208-762-2800.

Sincerely,



Keith E. Franklin

Sr. Water Resource Agent

Enclosure(s)

CERTIFICATE OF SERVICE

I hereby certify that on January 13, 2011 I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER (Approved Permit) to the person(s) listed below:

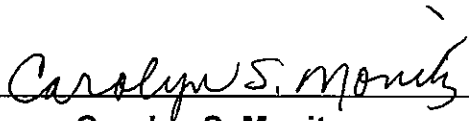
RE: WATER RIGHT NO.

95-13563

**JAMES A DAVIS
6893 W CENTURY DR
POST FALLS ID 83854**

**MARK WILLIAMS
29599 SOUTH HWY 97
HARRISON ID 83833**

**RALPH JACOBS
6008 18TH
DALTON GARDENS ID 83815**



Carolyn S. Monitz
Technical Records Specialist

Statement of Available Procedures and Applicable Time Limits

RESPONDING TO PRELIMINARY ORDERS ISSUED BY THE IDAHO DEPARTMENT OF WATER RESOURCES (To be used in connection with actions when a hearing was not held)

(Required by Rule of Procedure 730.02)

The accompanying order or approved document is a "Preliminary Order" issued by the department pursuant to section 67-5243, Idaho Code. **It can and will become a final order without further action of the Department of Water Resources ("department") unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:**

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. **Note: the petition must be received by the department within this fourteen (14) day period.** The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the Department or the Water Resource Board is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).

FINAL ORDER

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its issuance if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) the petition for reconsideration is disposed of; or
- (b) the petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

- i. A hearing was held,
- ii. The final agency action was taken,
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

Knoblock, Ken

From: Haynes, Bob
Sent: Monday, January 10, 2011 10:30 AM
To: Spackman, Gary; Peppersack, Jeff; Northern Region
Subject: My absense this week

Ken Knoblock is authorized to act for me while I am out this week.

Bob

**IDAHO DEPARTMENT OF WATER RESOURCES
APPROPRIATION APPLICATION ANALYSIS SHEET**

W.R. # 95-13563

APPLICATION ID # 76847

ENT. 10/4 BCA 11/9

OK to Publish 11/9/10

APPLICANT: Williams, Davis, Jacobs INITIAL REVIEW

BY: KD

DATE: 10/4/2010

ITEM REQUIRED INFORMATION

1. ☒ Name and Address
2. ☒ Source
3. ☒ Point of Diversion & County
4. ☒ Quantity
☒ Nature of Proposed Use
☒ Period of Use
5. ☒ Total Quantity
6. ☒ Description of diverting works
7. ☒ Time required for b/u
8. ☒ Proposed use
9. ☒ Place of use or acres irrigated
10. ☒ Other water Rights
11. ☒ Ownership
12. ☒ Map
☒ Signature
☒ Fee (Amt, receipt, acknowledgement)

*** Send info sheet Y() N()

ADDITIONAL INFORMATION

(Yes)(No)

- ☒ Shape File Created Date 10/4 By: KD
- ☐ Field check: by _____
- ☐ Field report attached
- ☐ Analysis Supp. attached(>5cfs/500af)
- ☐ Water delivered by water master? Water District # _____

PROCESSING

(Yes)(No)

PRIORITY DATE: 9/28/2010

☐ ☒

(Include Moratorium Remark)

Statewide Advertising: (Diversion rate greater than 10 cfs or 1,000 af).

ADVERTISE IN:

Newspaper: CLM Kootenai County

Dates scheduled for publication 11/18 + 25/10

Affidavit of Publication received: 11/29/10

Dates actually published: 11/18 + 25/10

Application published correctly. Yes ☒ No ☐

If not, action taken: _____

Final Date for Protest: 12/6/10

Protests Received: Yes ☐ No ☒

LETTERS SENT REQUESTING:

- () Dam Information () Fish Information
- () Power Information () Other: _____

INFORMATION RECEIVED:

- () Dam Information () Fish Information
- () Power Information () Other: _____

GROUNDWATER SECTION

WD Permit No.'s:	Tag #	Type:	Fees	Receipt No.	Upgrade Needed?
_____	_____	Dom. Non-Dom.	Paid \$ _____	_____	Y() N(☒)
_____	_____	Dom. Non-Dom.	Paid \$ _____	_____	Y() N()
_____	_____	Dom. Non-Dom.	Paid \$ _____	_____	Y() N()

- ☐ Groundwater management area
- ☐ Critical ground water area
- ☐ Well Drilling Permit required
- ☐ Well Drilling Application and Fees received
- ☐ Well Drilling Application approved?

Remarks: Well constructed in 1978

FINAL REGIONAL PROCESSING/REVIEW

(Yes)(No)

- ☒ Notice of pending void order issued. Final order response date: _____/_____/_____
- ☒ Further information required from applicant _____

- ☒ Measuring device required
- ☒ Measuring port required
- ☒ Special conditions: _____
- ☒ Special conditions of approval supplement and/or cover letter attached: _____

Approval Recommended by:

Beth Kander Date: 12/08/2010 Sr. Agent initial KD

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO,
County of Kootenai, } ss.

Mylene Farmer being first duly sworn
upon oath deposes and says:

1. I am now and at all times hereinafter mentioned was a citizen of the United States, resident of the State of Idaho, over the age of twenty-one years and not a party of the above entitled action.

2. I am now and at all times hereinafter mentioned was the printer (principal clerk) of the "Coeur d'Alene Press," a newspaper printed and published daily except Sunday in Coeur d'Alene, Kootenai County, Idaho, and having a general circulation in said county.

3. The Legal Notice

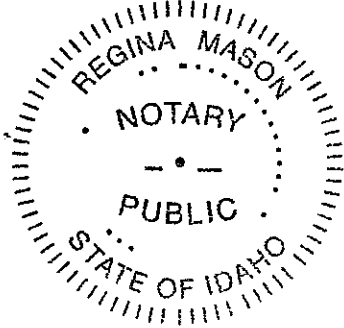
of which the annexed is a printed copy, was published in the regular Thursday issue of said newspaper for 2 consecutive weeks commencing on the 18 day of November 20 10, and ending on the 25 day of November 20 10, and such publication was made as often during said period as said Daily newspaper was regularly issued.

4. That said newspaper has been continuously and uninterruptedly published in said Kootenai County, during a period of more than seventy-eight consecutive weeks immediately prior to the first publication of said notice.

On this 25 day of November in the year of 2010, before me, a Notary Public, personally appeared Mylene Farmer, known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same.

Regina Mason
Notary Public for the State of Idaho,
residing at Coeur d'Alene, Idaho.

RECEIVED
NOV 29 2010
IDWR / NORTH



MY COMMISSION EXPIRES 6/18/15

The following application(s) have been filed to appropriate the public waters of the State of Idaho:

94-7809

DOROTHY L TAKASHINA

HISAYA TAKASHINA

14213 S TAMARACK RIDGE RD

CATALDO, ID 83810

Point of Diversion L1(SWSW) S36 T49N R01W KOOTENAI CO
Source UNNAMED POND Tributary COEUR D'ALENE RIVER

Use: IRRIGATION 04/01 to 10/31 0.03 CFS

Total Diversion: 0.03 CFS

Date Filed: 10/4/2010

Place Of Use: IRRIGATION T49N R01W S36 L1(SWSW)

Total Acres: 1

94-7820

JOSEPH M LUCHINI

LISETTE LUCHINI

29945 E CANYON RD

CATALDO, ID 83810

Point of Diversion L4(SWSW) S19 T49N R01E KOOTENAI CO

Source GROUND WATER

Use: IRRIGATION 03/15 to 10/31 0.09 CFS

Total Diversion: 0.09 CFS

Date Filed: 9/21/2010

Place Of Use: IRRIGATION T49N R01E S19 L4(SWSW)

Total Acres: 3

94-7822

KOOTENAI SCHOOL DISTRICT #274

13030 E OGARA RD

HARRISON, ID 83833

Point of Diversion NENE S26 T47N R03W KOOTENAI CO

Point of Diversion NWNW S25 T47N R03W KOOTENAI CO

Source both: GROUND WATER

Use: IRRIGATION 03/15 to 10/15 0.52 CFS

Use: MUNICIPAL 01/01 to 12/31 0.52 CFS

Total Diversion: 0.52 CFS

Date Filed: 10/14/2010

Place Of Use: IRRIGATION

T47N R03W S23 SESE

T47N R03W S24 SWSW

T47N R03W S25 NWNW

T47N R03W S26 NENE

Total Acres: 26

Place Of Use: MUNICIPAL

Municipal use is within service area of applicant

95-12599

NORTH KOOTENAI WATER DISTRICT

PO BOX 2290

HAYDEN, ID 83835

Point of Diversion SWSW S2 T51N R04W KOOTENAI CO

Point of Diversion SWSW S2 T51N R04W KOOTENAI CO

Point of Diversion NWNW S11 T51N R04W KOOTENAI CO

Point of Diversion NWNW S14 T51N R04W KOOTENAI CO

Point of Diversion L7(SWSE) S15 T51N R04W KOOTENAI CO

Point of Diversion NESE S23 T51N R04W KOOTENAI CO

Point of Diversion NESE S23 T51N R04W KOOTENAI CO

Point of Diversion NESE S23 T51N R04W KOOTENAI CO

Point of Diversion SWSE S23 T51N R04W KOOTENAI CO

Point of Diversion SWSE S23 T51N R04W KOOTENAI CO

Point of Diversion NWSW S24 T51N R04W KOOTENAI CO

Point of Diversion SESE S23 T51N R05W KOOTENAI CO

Point of Diversion NESW S32 T51N R05W KOOTENAI CO

Point of Diversion SESW S32 T51N R05W KOOTENAI CO

Point of Diversion SWNW S8 T52N R03W KOOTENAI CO

Point of Diversion NWSE S18 T52N R03W KOOTENAI CO

Point of Diversion NWSE S18 T52N R03W KOOTENAI CO

Point of Diversion L1(NENE) S6 T52N R04W KOOTENAI CO

Point of Diversion SESE S17 T52N R04W KOOTENAI CO

Point of Diversion SESE S17 T52N R04W KOOTENAI CO

Point of Diversion NESE S28 T52N R04W KOOTENAI CO

Point of Diversion SWNW S8 T52N R03W KOOTENAI CO

Point of Diversion NENE S28 T52N R04W KOOTENAI CO

Point of Diversion SENE S33 T52N R04W KOOTENAI CO

Point of Diversion NENW S28 T53N R04W KOOTENAI CO

Source for all Points of Diversion - GROUND WATER

Use: MUNICIPAL 01/01 to 12/31 5.48 CFS

Total Diversion: 5.48 CFS

Date Filed: 5/17/2010

Place Of Use: MUNICIPAL

Municipal use is within service area of applicant

RECEIVED

NOV 29 2010

IDWR / NORTH

95-13300

LISA RD WATER DISTRICT LLC

5239 LISA RD

HARRISON, ID 83833

Point of Diversion L3(NWNW) S3 T49N R03W KOOTENAI CO
Source COEUR D'ALENE LAKE Tributary SPOKANE RIVER

Use: IRRIGATION 03/15 to 11/15 0.2 CFS

Use: FIRE PROTECTION 01/01 to 12/31 0.2 CFS

Total Diversion: 0.2 CFS

Date Filed: 8/24/2010

Place Of Use: IRRIGATION

T49N R03W S4 L1(NENE) SWNE SENE L2(NENW)

L4(SWNW) NESW L5(NWSW) NESE NWSE

Place Of Use: FIRE PROTECTION same as IRRIGATION

Total Acres: 13

95-13563

MARK WILLIAMS

29599 SOUTH HWY 97

HARRISON, ID 83833

RALPH JACOBS

6008 18TH

DALTON GARDENS, ID 83815

JAMES A DAVIS

6893 W CENTURY DR

POST FALLS, ID 83854

Point of Diversion L2(SWNW) S30 T49N R03W KOOTENAI CO

Source GROUND WATER

Use: IRRIGATION 03/15 to 11/15 0.05 CFS

Use: DOMESTIC 01/01 to 12/31 0.1 CFS

Total Diversion: 0.15 CFS

Date Filed: 9/28/2010

Place Of Use: DOMESTIC T49N R03W S30 L2(SWNW)

Place Of Use: IRRIGATION same as DOMESTIC

Total Acres: 2

Domestic use is for 4 homes.

95-13565

EDWARD E HAMMOND

PO BOX 31357

SPOKANE, WA 99223

Point of Diversion L2(SESSE) S34 T48N R04W KOOTENAI CO

Source COEUR D'ALENE LAKE Tributary SPOKANE RIVER

Use: DOMESTIC 01/01 to 12/31 0.04 CFS

Total Diversion: 0.04 CFS

Date Filed: 10/4/2010

Place Of Use: DOMESTIC T48N R04W S34 L2(SESSE)

Domestic use is for 1 home.

95-13615

TINA M BOTAI

1406 E OPEN GATE LN

HARRISON, ID 83833

Point of Diversion NWSSE S30 T49N R03W KOOTENAI CO

Point of Diversion SWSSE S30 T49N R03W KOOTENAI CO

Source s SPRINGS Tributary SINKS

Use: IRRIGATION 03/15 to 11/15 0.12 CFS

Use: STOCKWATER 01/01 to 12/31 0.02 CFS

Use: DOMESTIC 01/01 to 12/31 0.06 CFS

Total Diversion: 0.18 CFS

Date Filed: 10/5/2010

Place Of Use: DOMESTIC T49N R03W S30 SENE

Place Of Use: STOCKWATER and IRRIGATION

T49N R03W S30 SWNE SENE

Total Acres: 6

Domestic use is for 2 homes.

Stockwater use is for 20 head of mixed stock.

Permits will be subject to all prior water rights. Protests may be submitted based on the criteria of Idaho Code § 42-203A. Any protest against the approval of this application must be filed with the Director, Dept. of Water Resources, Northern Region, 7600 Mineral Drive, Suite 100, Coeur D'Alene ID 83815 together with a protest fee of \$25.00 for each application on or before 12/6/2010. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Interim Director

Legal 1347

November 18, 25, 2010

The following application(s) have been filed to appropriate the public waters of the State of Idaho:

94-7809

DOROTHY L TAKASHINA

HISAYA TAKASHINA

14213 S TAMARACK RIDGE RD

CATALDO, ID 83810

Point of Diversion L1(SWSW) S36 T49N R01W KOOTENAI CO

Source UNNAMED POND Tributary COEUR D ALENE RIVER

Use: IRRIGATION 04/01 to 10/31 0.03 CFS

Total Diversion: 0.03 CFS

Date Filed: 10/4/2010

Place Of Use: IRRIGATION T49N R01W S36 L1(SWSW)

Total Acres: 1

94-7820

JOSEPH M LUCHINI

LISETTE LUCHINI

29945 E CANYON RD

CATALDO, ID 83810

Point of Diversion L4(SWSW) S19 T49N R01E KOOTENAI CO

Source GROUND WATER

Use: IRRIGATION 03/15 to 10/31 0.09 CFS

Total Diversion: 0.09 CFS

Date Filed: 9/21/2010

Place Of Use: IRRIGATION T49N R01E S19 L4(SWSW)

Total Acres: 3

94-7822

KOOTENAI SCHOOL DISTRICT #274

13030 E OGARA RD

HARRISON, ID 83833

Point of Diversion NENE S26 T47N R03W KOOTENAI CO

Point of Diversion NWNW S25 T47N R03W KOOTENAI CO

Source both : GROUND WATER

Use: IRRIGATION 03/15 to 10/15 0.52 CFS

Use: MUNICIPAL 01/01 to 12/31 0.52 CFS

Total Diversion: 0.52 CFS

Date Filed: 10/14/2010

Place Of Use: IRRIGATION

T47N R03W S23 SESE

T47N R03W S24 SWSW

T47N R03W S25 NWNW

T47N R03W S26 NENE

Total Acres: 26

Place Of Use: MUNICIPAL

Municipal use is within service area of applicant

95-12599

NORTH KOOTENAI WATER DISTRICT

PO BOX 2290

HAYDEN, ID 83835

Point of Diversion SWSW S2 T51N R04W KOOTENAI CO

Point of Diversion SWSW S2 T51N R04W KOOTENAI CO

Point of Diversion NWNW S11 T51N R04W KOOTENAI CO

Point of Diversion NWNW S14 T51N R04W KOOTENAI CO

Point of Diversion L7(SWSE) S15 T51N R04W KOOTENAI CO

Point of Diversion NESE S23 T51N R04W KOOTENAI CO

Point of Diversion NESE S23 T51N R04W KOOTENAI CO

Point of Diversion NESE S23 T51N R04W KOOTENAI CO

Point of Diversion SWSE S23 T51N R04W KOOTENAI CO

Point of Diversion SWSE S23 T51N R04W KOOTENAI CO

Point of Diversion NWSW S24 T51N R04W KOOTENAI CO

Point of Diversion SESE S23 T51N R05W KOOTENAI CO

Point of Diversion NESW S32 T51N R05W KOOTENAI CO

Point of Diversion SESW S32 T51N R05W KOOTENAI CO

Point of Diversion SWNW S8 T52N R03W KOOTENAI CO

Point of Diversion NWSE S18 T52N R03W KOOTENAI CO

Point of Diversion NWSE S18 T52N R03W KOOTENAI CO

Point of Diversion L1(NENE) S6 T52N R04W KOOTENAI CO

Point of Diversion SESE S17 T52N R04W KOOTENAI CO

Point of Diversion SESE S17 T52N R04W KOOTENAI CO

Point of Diversion NESE S28 T52N R04W KOOTENAI CO

Point of Diversion SWNW S8 T52N R03W KOOTENAI CO

Point of Diversion NENE S28 T52N R04W KOOTENAI CO

Point of Diversion SENE S33 T53 R04W KOOTENAI CO
Point of Diversion NENW S28 T53N R04W KOOTENAI CO
Source for all Points of Diversion - GROUNDWATER
Use: MUNICIPAL 01/01 to 12/31 5.48 CFS
Total Diversion: 5.48 CFS

Date Filed: 5/17/2010

Place Of Use: MUNICIPAL

Municipal use is within service area of applicant.

95-13300

LISA RD WATER DISTRICT LLC

5239 LISA RD

HARRISON, ID 83833

Point of Diversion L3(NWNW) S3 T49N R03W KOOTENAI CO

Source COEUR D ALENE LAKE Tributary SPOKANE RIVER

Use: IRRIGATION 03/15 to 11/15 0.2 CFS

Use: FIRE PROTECTION 01/01 to 12/31 0.2 CFS

Total Diversion: 0.2 CFS

Date Filed: 8/24/2010

Place Of Use: IRRIGATION

T49N R03W S4 L1(NENE) SWNE SENE L2(NENW)

L4(SWNW) NESW L5(NWSW) NESE NWSE

Place Of Use: FIRE PROTECTION same as IRRIGATION

Total Acres: 13

95-13563

MARK WILLIAMS

29599 SOUTH HWY 97

HARRISON, ID 83833

RALPH JACOBS

6008 18TH

DALTON GARDENS, ID 83815

JAMES A DAVIS

6893 W CENTURY DR

POST FALLS, ID 83854

Point of Diversion L2(SWNW) S30 T49N R03W KOOTENAI CO

Source GROUND WATER

Use: IRRIGATION 03/15 to 11/15 0.05 CFS

Use: DOMESTIC 01/01 to 12/31 0.1 CFS

Total Diversion: 0.15 CFS

Date Filed: 9/28/2010

Place Of Use: DOMESTIC T49N R03W S30 L2(SWNW)

Place Of Use: IRRIGATION same as DOMESTIC

Total Acres: 2

Domestic use is for 4 homes.

95-13565

EDWARD E HAMMOND

PO BOX 31357

SPOKANE, WA 99223

Point of Diversion L2(SESW) S34 T48N R04W KOOTENAI CO

Source COEUR D ALENE LAKE Tributary SPOKANE RIVER

Use: DOMESTIC 01/01 to 12/31 0.04 CFS

Total Diversion: 0.04 CFS

Date Filed: 10/4/2010

Place Of Use: DOMESTIC T48N R04W S34 L2(SESW)

Domestic use is for 1 home.

95-13615

TINA M BOTAI

1406 E OPEN GATE LN

HARRISON, ID 83833

Point of Diversion NWSENE S30 T49N R03W KOOTENAI CO

Point of Diversion SWSENE S30 T49N R03W KOOTENAI CO

Source s SPRINGS Tributary SINKS

Use: IRRIGATION 03/15 to 11/15 0.12 CFS

Use: STOCKWATER 01/01 to 12/31 0.02 CFS

Use: DOMESTIC 01/01 to 12/31 0.06 CFS

Total Diversion: 0.18 CFS

Date Filed: 10/5/2010

Place Of Use: DOMESTIC T49N R03W S30 SENE

Place Of Use: STOCKWATER and IRRIGATION

T49N R03W S30 SWNE SENE

Total Acres: 6

Domestic use is for 2 homes.

Stockwater use is for 20 head of mixed stock.

Permits will be subject to all prior water rights. Protests may be submitted based on the criteria of Idaho Code § 42-203A. Any protest against the approval of this application must be filed with the Director, Dept. of Water Resources, Northern Region, 7600 Mineral Drive, Suite 100, Coeur D' Alene ID 83815 together with a protest fee of \$25.00 for each application on or before 12/6/2010. The protestant must also send a copy of the protest to the applicant.
GARY SPACKMAN, Interim Director
Legal #
Published on 11/18/2010 and 11/25/2010

Ball, Dianne

From: Ball, Dianne
Sent: Tuesday, November 09, 2010 11:23 AM
To: Legal Notices-CdA Press; Legal Notices-CdAPress - Jaylene Farmer
Subject: Application for Permit No. 95-12599, 95-13300, 95-13563, 95-13565, 95-13615, 94-7809, 94-7820, 94-7822

Good morning, Jaylene,

Please publish the enclosed legal notice on the dates indicated, November 18 and 25, 2010, (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

Please provide proof/preview copy for my review before this goes to press.

This is one of our regular style, but it is a little longer due to the many points of diversion for one of the applications. For this one, I'm sure you'll be thankful for the copy and paste features we have available to us today ... so you don't have to retype all of those many points of diversion.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 12/6/2010.



LegalNotice
1-09-10 CDA e-mai.

Thanks, as always, for your super help. This lady truly appreciates YOU!

Have a simply marvelous day!

Dianne Ball

Administrative Assistant
Idaho Department of Water Resources
7600 N Mineral Dr., Ste. 100
Coeur d'Alene, ID 83815
208-762-2800 Fax 208-762-2819



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region, 7600 N. Mineral Drive, Suite 100 • Coeur d'Alene, Idaho 83815

Phone: (208) 762-2800 • Fax: (208) 762-2819 • Web Site: www.idwr.idaho.gov

November 9, 2010

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

MARK WILLIAMS
29599 SOUTH HWY 97
HARRISON, ID 83833

RALPH JACOBS
6008 18TH
DALTON GARDENS, ID 83815

JAMES A DAVIS
6893 W CENTURY DR
POST FALLS, ID 83854

Application For Permit No. 95-13563

Dear Applicant(s):

The Department of Water Resources has received your water right application. Please refer to the number referenced above in all future correspondence regarding this application.

A legal notice of the application has been prepared and is scheduled for publication in the COEUR D ALENE PRESS on 11/18/2010 and 11/25/2010. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the permit.

Please contact this office if you have any questions regarding the application.

Sincerely,

Keith E. Franklin
Sr. Water Resource Agent

AGREEMENT FOR SALE OF WELL INTEREST

This Agreement entered into this 25th day of September, 1989, by and between WILLIAM SHARP, a single man ("Sharp") and MARK KEVIN WILLIAMS and TAMMY JO WILLIAMS, husband and wife ("Williams").

R E C I T A L S:

1. The Williams have been deeded a parcel of Property from Sharp's parents estate, more particularly described on Exhibit "A" attached hereto and by reference is incorporated herein.

2. The parcel conveyed to Williams does rely for water on a well located on the portion of the property being retained by Sharp (through inheritance). Said location is more particularly illustrated on Exhibit "B" attached hereto and by this reference incorporated herein.

3. The parties to this Agreement intend to assure that the property deeded to Williams shall have an undivided ownership right, title and interest to the well, the water right, the equipment and personal property appurtenant to the well (excepting that waterline(s) running to mobile home and beach house) and an easement to assure that said property shall always be supplied potable and irrigation water as required by the Williams.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that:

I. Conveyance of Partial Ownership. That Sharp does hereby sell, convey, and transfer a one-half undivided interest in and to the well, casing, pump, engine, and the right to take water from the well and to store such water as is reasonable necessary for domestic and irrigation purposes of the property described on Exhibit "A."

II. Evidencing of Interest in Well. In accordance with the terms and intent of this Agreement, the parties agree that Sharp shall execute a Warranty Deed, which shall convey an interest in a well contemporaneous with the execution of this Agreement, a copy of which is attached hereto as Exhibit "C" and by reference is incorporated herein.

III. Maintenance of System. The parties agree that from time to time the system will require maintenance, repair, and possibly reconstruction. All parties agree that all expenses incurred in the operation of the above-described pump, equipment and well shall be shared on an equal basis with the expenses of the maintenance being fifty percent (50%) each, except as set forth below.

All parties agree to maintain the portion of the system located away from the well or located on the party's respective property in such a manner as to assure that the tank, pipes, well and all other accessories are in good order so that there will be no leakage, seepage or any defects that may cause injury to the land or endanger the potability of the

water. The line from the well to the Williams' property shall be maintained solely at the expense of Williams. The line from the well to Sharp's point of use shall be maintained solely at the expense of Sharp.

In the event a disagreement shall arise between Williams and Sharp concerning the need of repair, adequacy of the system, or any other issue dealing with the management of the well system, either party shall have the right to declare the disagreement and request, in writing, arbitration on the matter. In the event of arbitration being called by either party and the parties cannot agree as to the settlement of said disagreement, then either party may call for arbitration by appointing an arbitrator who is reasonably qualified for the issue on which there is a disagreement. Said arbitrator shall be paid by the appointing party. Within ten (10) days of the appointment of said arbitrator, the other party shall select and pay for a similarly qualified arbitrator. The two arbitrators so selected shall, within ten (10) days, select a third arbitrator, whose expense shall be borne equally by the parties, and the three arbitrators so selected shall settle the disagreement within ten (10) days from the appointment of the third arbitrator. In the event that either party shall fail to appoint an arbitrator within ten (10) days of the appointment of the first arbitrator or in the event the first two arbitrators fail to select a third arbitrator within ten (10) days after they have been

selected, then the arbitrator in question shall be appointed by the Senior District Court Judge of the First Judicial District of the State of Idaho, in and for the County of Kootenai, upon the request of either party or upon the request of the first two arbitrators as the case may be.

The board of arbitrators by majority rule shall settle all disagreements.

IV. Assignment. This Agreement shall be assignable by either party without the consent of the other and shall be binding on and inure to the benefit of the heirs, successor or assign of the parties.

V. Water Right License. The parties agree that an application for water permit has been requested through the State of Idaho for the ground water source which is the subject of this Agreement. The parties agree that the interest in the water right shall also be held as an undivided interest. In the event that any challenge to the ownership of the water right, this Agreement shall be presented to the State of Idaho as proof each party's undivided interest. If a third party shall challenge the water right of these parties, then the parties agree to bear equally the costs of protecting the water right.

VI. Improvements to the System. If either party shall desire to improve the system in such a manner which contemplates the increasing of the service to either party, then the party so desiring the increased service shall bear all

expenses concerning the improvement and the increased service, including but not limited to construction costs, surveying, engineering, purchase of personal property, and increased utility costs. However, no improvement shall decrease, detour or limit the rights of the other party.

In the event that the parties have any disagreement as to the determination of whether an increased service has been requested, then the matter shall be arbitrated in the same procedure as specified herein.

VII. Payment of Purchase Price. Williams, as partial consideration for the conveyance of this interest, agree to pay Sharp the sum of \$1,800.00. Said sum shall be paid at the execution of this Agreement and the execution of this Agreement shall be proof of the receipt of the same.

VIII. Default or Breach. It is understood and agreed between the parties that in the case of breach or default by either party in regards to the use of water or fulfillment of the requirements of this Agreement and upon mailing a notice by first class, postage prepaid to the defaulting party, and upon failure to remedy said default or breach within thirty (30) days; the non-breaching or defaulting party shall, at it's option, have the right to discontinue the supplying of water pending the remedy of the breach or default and/or pursue any other legal or equitable action as allowed under the laws of the State of Idaho. Failure to act as to any one breach or default shall not be considered a

waiver of any rights for a subsequent action by the defaulting or breaching party.

IX. Merger and Modification. Any and all alterations or amendments to this agreement must be in writing and signed by both parties. This agreement does constitute the parties' entire agreement, at the specific exception of any and all oral representations or statements by either party of agents thereof.

X. Binding Effect. This agreement shall be binding on the heirs, personal representatives, assigns and successors of the parties and each party shall be responsible for informing any and all heirs, personal representatives, assignees, or successors as the case may be of their specific responsibilities hereunder.

XI. Attorney's Fees. In the case of any commencement of legal action hereunder, the prevailing party shall be awarded attorney's fees and costs, whether in district or appellate court.

XII. Construction. In the event that a court of law is requested to interpret this Agreement, then the court shall interpret based upon the fair, simple meaning of the words and not strictly construing the content against either party. Further, the law of the State of Idaho shall apply to this Agreement and the proper venue shall be in Kootenai County, State of Idaho.

DATED this 25 day of September, 1989.

William H Sharp
WILLIAM SHARP

Mark Kevin Williams
MARK KEVIN WILLIAMS

Tammy Jo Williams
TAMMY JO WILLIAMS

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ___ day of September, 1989, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared WILLIAM SHARP, a single man, known to me to be the person 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.

Ina Gustoe
Notary for the State of Idaho
Residing at Coeur d'Alene
Commission Expires: 5-14-95

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ___ day of September, 1989, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared MARK KEVIN WILLIAMS and TAMMY JO WILLIAMS, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

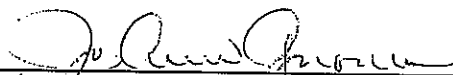
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Ina Gustoe
Notary for the State of Idaho
Residing at Coeur d'Alene
Commission Expires: 5-14-95

STATE OF IDAHO)
) ss.
County of Shoshone)

On this 25 day of September, 1989, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared TAMMY JO WILLIAMS, known to me to be the person 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.



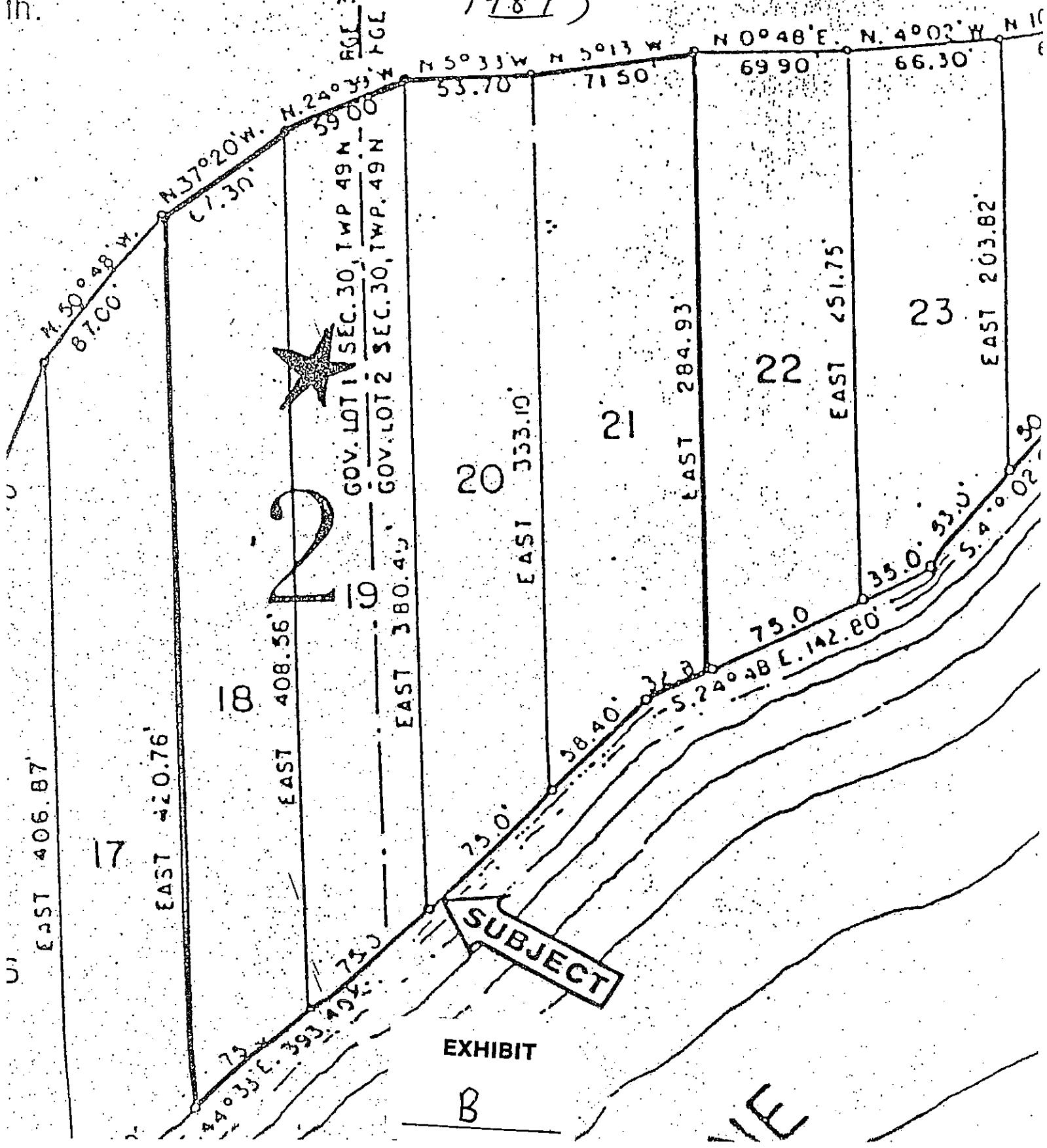
Notary for the State of Idaho
Residing at Walden
Commission Expires: 10-1-94

EXHIBIT "A"

Lot 21, Block 2, Leland Turner Bay Tracts,
Coeur d'Alene Lake, Kootenai County, State
of Idaho.

son or
pling
th.

Approximate well location
marked with star "*" (the only well located in
Lot 19 as of Sept. 25
1989)



WARRANTY DEED

GRANTOR, WILLIAM SHARP of Harrison, Idaho, County of Kootenai, State of Idaho, for a good and valuable consideration, the receipt of which hereby acknowledged, does hereby GRANT, BARGAIN, SELL, and CONVEY unto MARK KEVIN WILLIAMS and TAMMY JO WILLIAMS, husband and wife, whose current address is Box 1334, Pinehurst, Idaho, County of Shoshone, State of Idaho as GRANTEES, and to GRANTEES' heirs and assigns forever, a one-half undivided interest in a water well located in Kootenai County, more particularly described as follows:

See attached Exhibit "1."

TOGETHER with a one-half undivided interest and all improvements, water, water rights, ditches, ditch rights, easements, hereditaments and appurtenances directly related to well (not including lines from the well to Sharp's point of use) thereto.

GRANTOR, for himself, his heirs and assigns do hereby covenant, warranty and shall defend the quiet and peaceable possession of said premises by the GRANTEES, their heirs and assigns forever against the lawful claims of all persons.

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and neuter.

EXHIBIT

C

IN WITNESS WHEREOF, GRANTOR has hereunto set his hand
this 25th day of September, 1989.


WILLIAM SHARP

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 25th day of September, 1989, before me the
undersigned, a Notary Public for the State of Idaho,
personally appeared WILLIAM SHARP, a single man, known to me
to be the person 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.

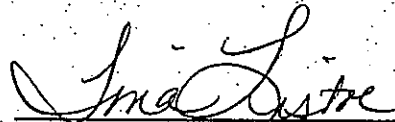
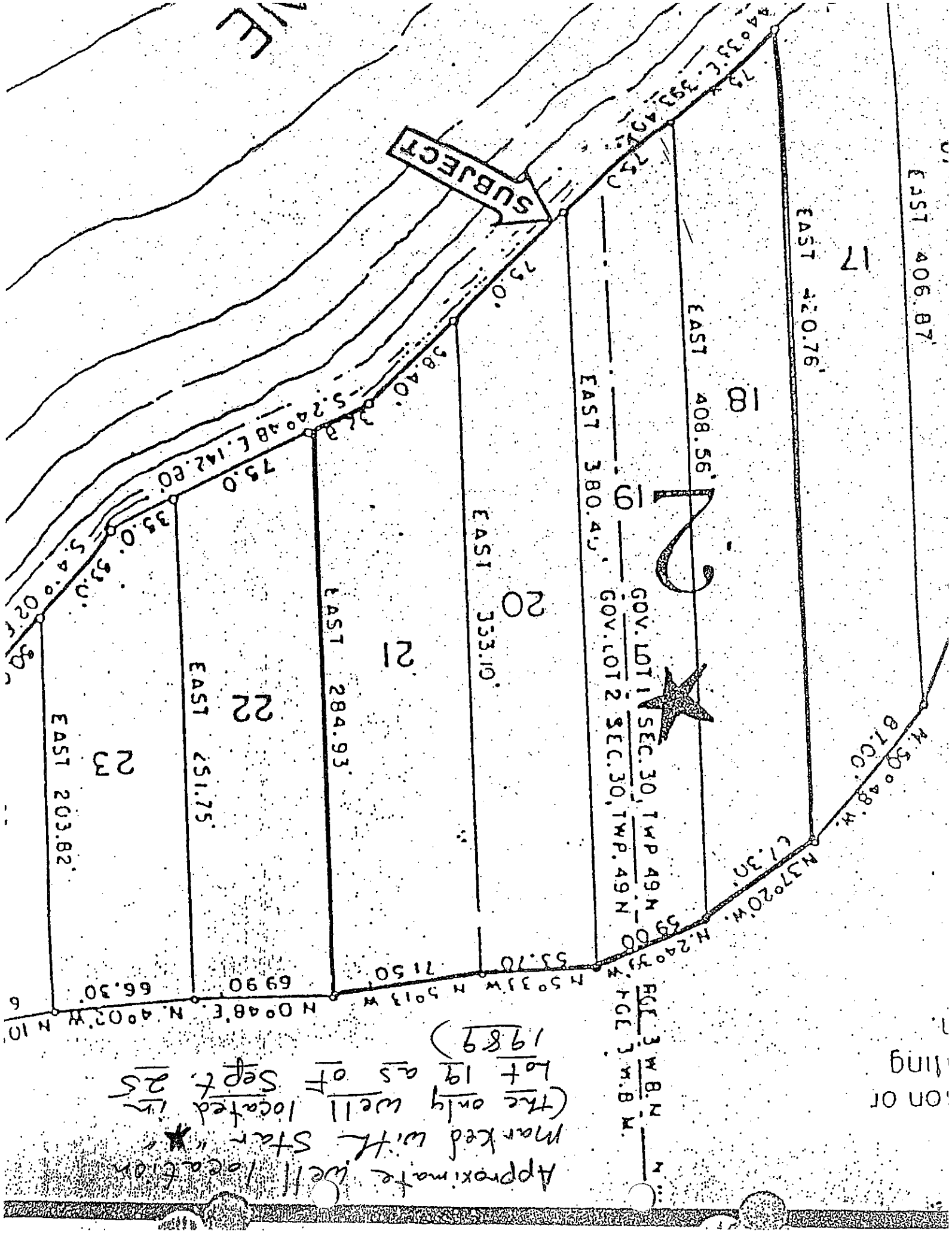

Notary for the State of Idaho
Residing at Coeur d'Alene
Commission Expires: 5-14-95

EXHIBIT "1"

Lot 19, Block 2, Leland Turner Bay Tracts,
Coeur d'Alene Lake, Kootenai County, State
of Idaho. (More particularly illustrated
on the attached map.)



1161634

WARRANTY DEED

GRANTOR, WILLIAM SHARP of Harrison, Idaho, County of Kootenai, State of Idaho, for a good and valuable consideration, the receipt of which hereby acknowledged, does hereby GRANT, BARGAIN, SELL, and CONVEY unto MARK KEVIN WILLIAMS and TAMMY JO WILLIAMS, husband and wife, whose current address is Box 1334, Pinehurst, Idaho, County of Shoshone, State of Idaho as GRANTEES, and to GRANTEES' heirs and assigns forever, a one-half undivided interest in a water well located in Kootenai County, more particularly described as follows:

See attached Exhibit "1."

TOGETHER with a one-half undivided interest and all improvements, water, water rights, ditches, ditch rights, easements, hereditaments and appurtenances directly related to well (not including lines from the well to Sharp's point of use) thereto.

GRANTOR, for himself, his heirs and assigns do hereby covenant, warranty and shall defend the quiet and peaceable possession of said premises by the GRANTEES, their heirs and assigns forever against the lawful claims of all persons.

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and neuter.

1161634

IN WITNESS WHEREOF, GRANTOR has hereunto set his hand
this 25th day of September, 1989.

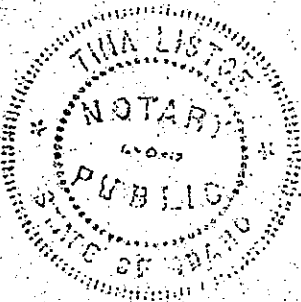
William H Sharp
WILLIAM SHARP

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 25th day of September, 1989, before me the
undersigned, a Notary Public for the State of Idaho,
personally appeared WILLIAM SHARP, a single man, known to me
to be the person 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.

Ima Lister
Notary for the State of Idaho
Residing at Coeur d'Alene
Commission Expires: 5-14-95



1161634

EXHIBIT "1"

Lot 19, Block 2, Leland Turner Bay Tracts,
Coeur d'Alene Lake, Kootenai County, State
of Idaho. (More particularly illustrated
on the attached map.)

STATE OF IDAHO }
COUNTY OF KOOTENAI } SS

AT THE REQUEST OF

MARK R. WILLIAMS

At 30 minutes past 12 o'clock P.M.

SEP 28 1989

By Linda R. K.

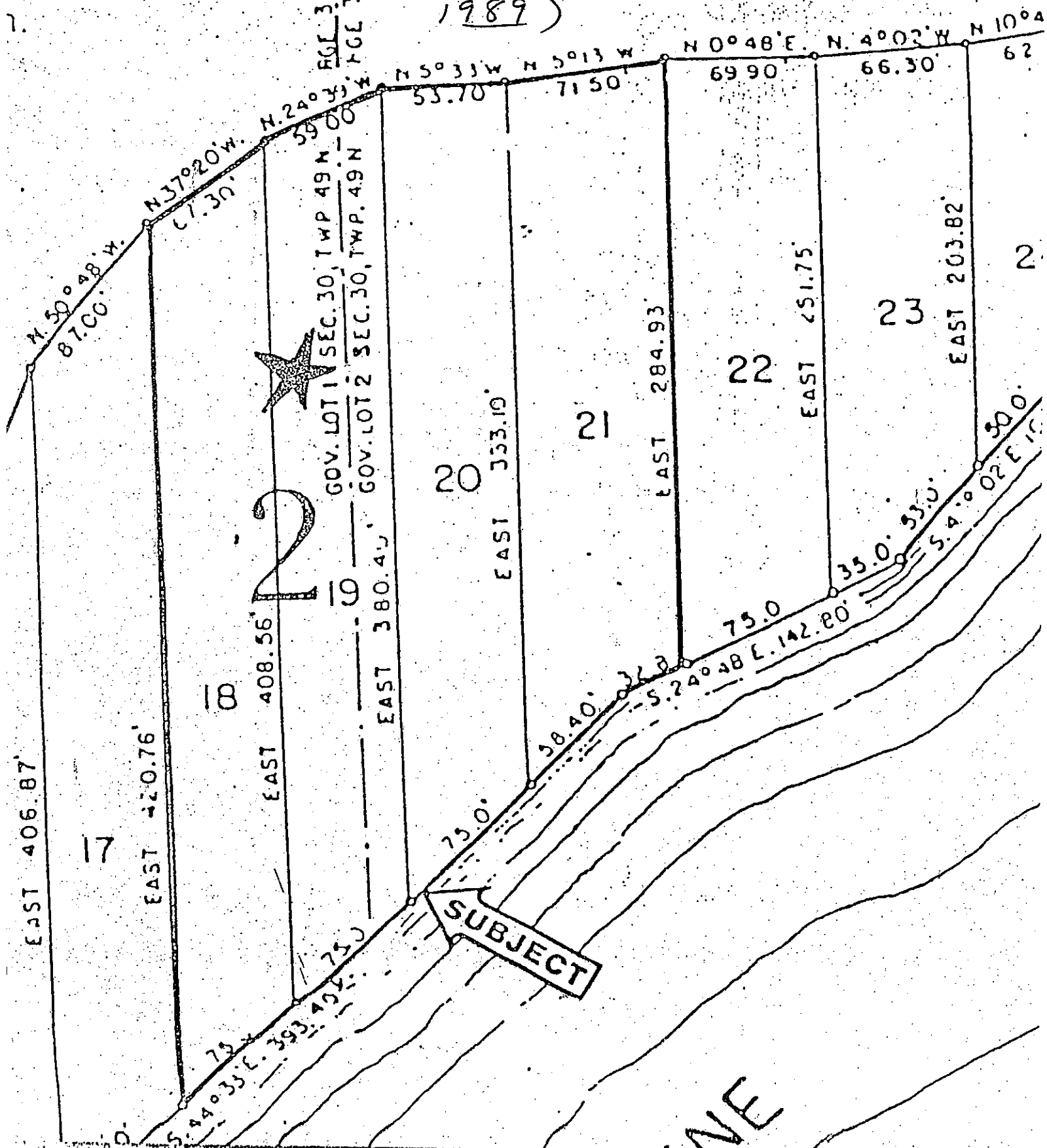
Deputy

File # 1200

1161634

on or
ling

Approximate well location
marked with star "*" (the only well located in
Lot 19 as of Sept. 25
1989)



1161835

WELL AND PIPELINE EASEMENT DEED

This Easement Deed is made on this 25th day of September, 1989, between WILLIAM SHARP, a single man, hereinafter referred to as "Grantor", and MARK KEVIN WILLIAMS and TAMMY JO WILLIAMS, husband and wife, hereinafter referred to as Grantee, (without regard to singular or plural nature of the word).

WITNESSETH;

IN CONSIDERATION of the sum of one dollar and other valuable consideration receipt of which is hereby acknowledged, Grantor hereby grants, bargains, sells, conveys and confirms a right-of-way easement to the Grantee for transportation of water through pipeline or pipelines under and across the property illustrated on Exhibit "A".

The Grantee shall have a right to transport water through the place line, repair, reconstruct and maintain said line, including but not limited to, excavation and ingress and egress to the pipeline. Grantee shall also have the right to place a replacement or add pipeline or pipelines for the same purpose. Any repairs or maintenance shall be borne equally by Grantor and Grantees in accordance with Well Agreement of the same date as this Easement. Said actions may be accomplished in time and manner at the sole discretion of the Grantee, except as restricted herein.

This grant of easement shall run with the land and

1161635

shall be binding upon and shall inure to the benefit of the Grantee or Grantees, heirs, successors, and assigns.

WITNESSETH, the hands and seals of the parties, the day and year first above written.

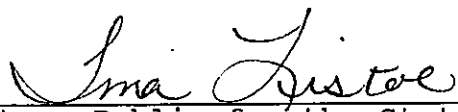
GRANTOR:

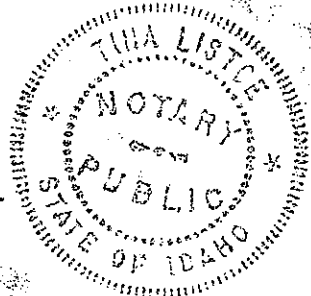

William Sharp

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 25th day of September, 1989, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared WILLIAM SHARP, known to me to be the person whose name is subscribed to the within and foregoing 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 the State of Idaho
Residing at Coeur d'Alene
Commission Expires: 5-14-95



1161835

EXHIBIT "A"

Lot 19 and 20, Block 2, Leland Turner Bay
Tracts, Coeur d'Alene Lake, Kootenai County,
State of Idaho. (More particularly illustrated
on the attached map.)

STATE OF IDAHO }
COUNTY OF KOOTENAI } SS

AT THE REQUEST OF

MARK R. W. Williams

At 30 minutes past 12 o'clock PM

Shirley Deitz

SEP 26 1989

By Mark R. Williams

Deputy

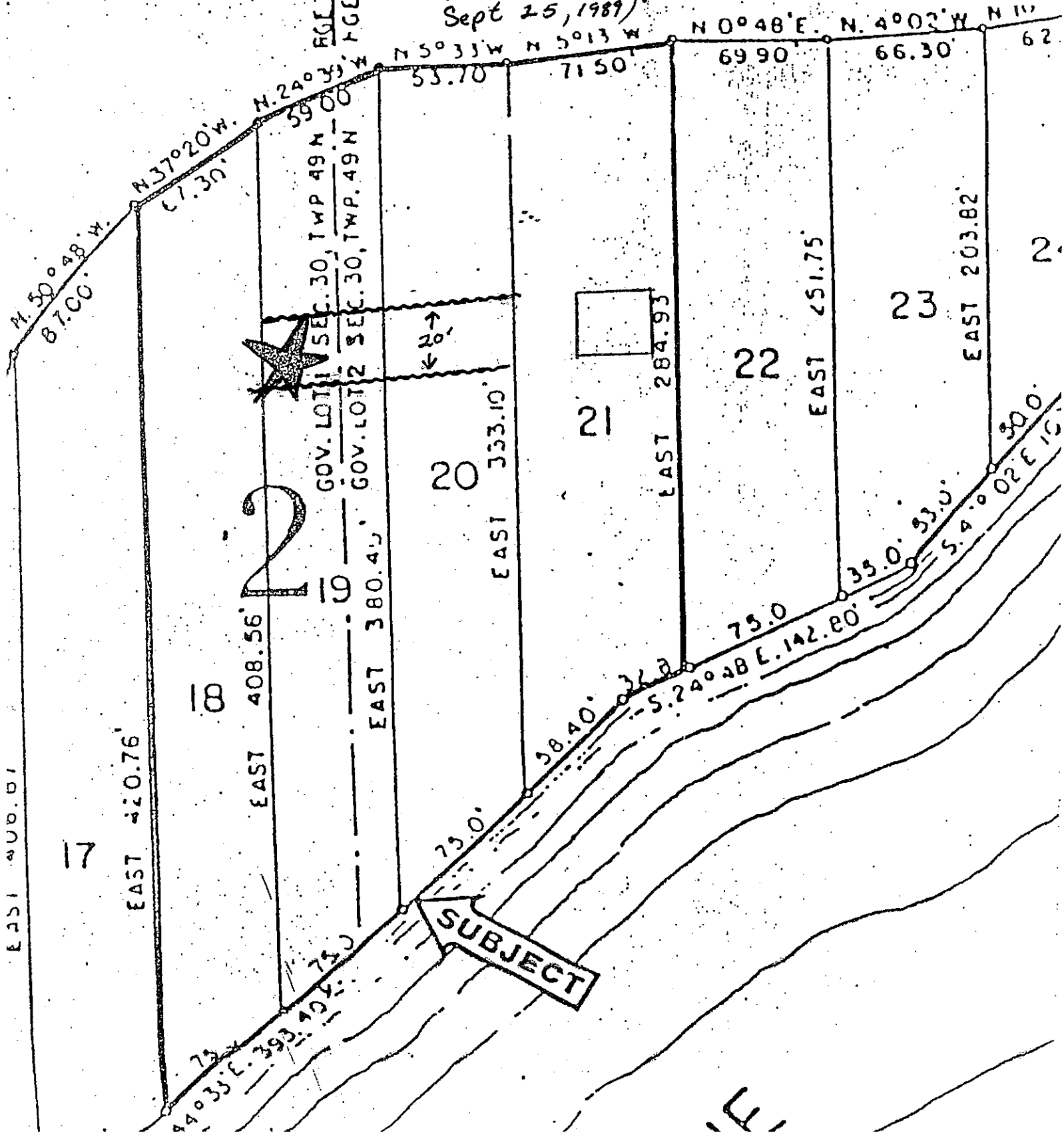
Fee \$ 12.00

200-20-00

1161635

on or
ing

Easement shall be Twenty (20') wide
over and across the entirety of Lots
19 and 20 as shown on this map.
(Easement is bounded by property Lines
and in between wavy lines "~~~~")
Star shows approximate location
of well (only well on lot 19 as of
Sept 25, 1989)



80876 JW

95-13563

ROAD AND WATER WELL MAINTENANCE AGREEMENT AND EASEMENT

1659367

THIS AGREEMENT is made by and between RALPH L. JACOBS and SUE JACOBS, dealing with their sole and separate property, hereinafter referred to as "JACOBS," AND PAUL STEWART, JR., CARRIE A. STEWART, ROGER L. STEWART, MARY PATRICIA STEWART, DAVID P. STEWART, TERESA M. STEWART, KEVIN L. CHAMBERLIN, SAUNDRA GAIL CHAMBERLIN, dealing with their sole and separate property, hereinafter referred to as "STEWART FAMILY," and, STEWART CONSTRUCTION COMPANY, INC., an Idaho corporation, hereinafter referred to as "STEWART CONSTRUCTION," hereby agree as follows:

1. JACOBS are the owners in fee simple of the following described property in Kootenai County, State of Idaho: Lot 20, Block 2, LELAND TURNER BAY TRACTS, according to the Plat recorded in the Office of the County Recorder in Book "D" of Plats, records of Kootenai County, State of Idaho.
2. The STEWART FAMILY are the owners in fee simple of the following described property in Kootenai County, State of Idaho: Lot 19, Block 2, LELAND TURNER BAY TRACTS, according to the Plat recorded in the Office of the County Recorder in Book "D" of Plats, records of Kootenai County, State of Idaho.
3. STEWART CONSTRUCTION AND JACOBS are the joint owners in fee simple of the following described property in Kootenai County, State of Idaho: Lot 18, Block 2, LELAND TURNER BAY TRACTS, according to the Plat recorded in the Office of the County Recorder in Book "D" of Plats, records of Kootenai County, State of Idaho.
4. The parties to this Agreement intend to assure that each of the subject properties maintain an undivided ownership right, title and interest to the well, the water right, the equipment and personal property appurtenant to the well (excepting the individual water line(s) running to a dwelling unit located, or to be located, on each of the subject properties, and that each party shall be equally responsible for the labor and/or the expense of maintaining its proper function and operation. Each subject property is entitled to an equal rights to the system.
5. The parties to this Agreement intend to assure that each of the subject properties have ingress/egress over and across the subject real properties owned by the parties, and that each party shall be equally responsible for the labor and/or expense of maintaining the driveway that runs across each.
6. Each of the three parties to this Agreement grant to the other two parties an easement to ensure that the rights associated with the use and maintenance of the water well system and the ingress/ egress and maintenance of the driveway are enjoyed by each. The easement is not specifically described, but is more particularly illustrated on Exhibit "A" attached hereto and by this reference incorporated herein.

STATE OF IDAHO
COUNTY OF KOOTENAI

} ss.

OCT 06 2010

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE COPY OF
THE ORIGINAL NOW ON FILE OR RECORD IN THIS OFFICE

Water/ Access Agreement - Stewart/JACOBS

DANIEL J. ENGLISH

#1659367 Easement

Page 1 of 5

Clerk/Recorder

Deputy

1659367

7. The said easement is permanent and shall inure to the benefit of, and, may be used by, all persons who may hereafter become the owners of each of the subject properties, or any parts or portions thereof.
8. This Agreement shall be assignable by either party without the consent of the other and shall be binding on and inure to the benefit of the heirs, successor or assign of the parties.
9. Any and all alterations or amendments to this Agreement must be in writing and signed by all parties. This Agreement does constitute the parties' entire agreement, at the specific exception of any and all oral representations or statements by either party of agents thereof.
10. In the event that the terms of this agreement are subject to any judicial action, the prevailing party shall be entitled to their reasonable court costs and attorney's fees.
11. This agreement shall become effective upon the date the parties execute their signatures thereby. In the event the dates are different, the agreement shall become effective upon the subsequent date.

JACOBS

Ralph L. Jacobs

Suc Jacobs

STEWART CONSTRUCTION
COMPANY, INC.

David P. Stewart
President

Saundra G. Chamberlin
Secretary

Sac/Sec

STEWART FAMILY (individually)

Paul Stewart, Jr.

Carrie A. Stewart

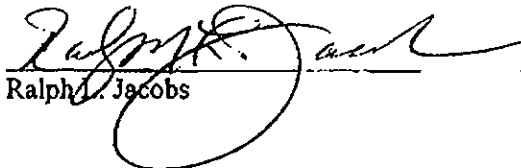
Roger L. Stewart

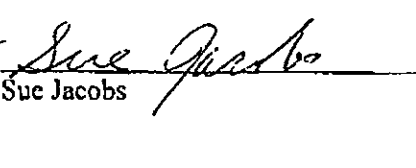
Mary P. Stewart

1659367

7. The said easement is permanent and shall inure to the benefit of, and, may be used by, all persons who may hereafter become the owners of each of the subject properties, or any parts or portions thereof.
8. This Agreement shall be assignable by either party without the consent of the other and shall be binding on and inure to the benefit of the heirs, successor or assign of the parties.
9. Any and all alterations or amendments to this Agreement must be in writing and signed by all parties. This Agreement does constitute the parties' entire agreement, at the specific exception of any and all oral representations or statements by either party of agents thereof.
10. In the event that the terms of this agreement are subject to any judicial action, the prevailing party shall be entitled to their reasonable court costs and attorney's fees.
11. This agreement shall become effective upon the date the parties execute their signatures thereby. In the event the dates are different, the agreement shall become effective upon the subsequent date.

JACOBS


Ralph L. Jacobs


Sue Jacobs

STEWART CONSTRUCTION
COMPANY, INC.

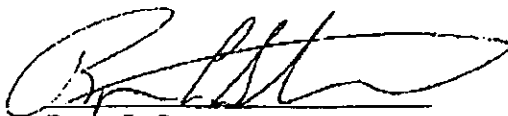
David P. Stewart
President

Saundra G. Chamberlin
Secretary

STEWART FAMILY (individually)

Paul Stewart, Jr.

Carrie A. Stewart


Roger L. Stewart

Mary P. Stewart

1659367

David P. Stewart
David P. Stewart

Teresa M. Stewart
Teresa M. Stewart

Kevin J. Chamberlin
Kevin J. Chamberlin

Sandra G. Chamberlin
Sandra G. Chamberlin

STATE OF IDAHO }
County of Kootenai } ss

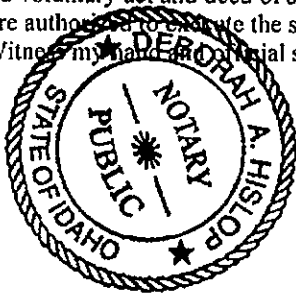
On this _____ day of _____, 20____, before me personally appeared Ralph L. Jacobs and Sue Jacobs, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public in and for the
State of Idaho
residing at _____
Commission Expires _____

STATE OF IDAHO }
County of Kootenai } ss

On this 12th day of December, 2000, before me sworn, personally appeared David P. Stewart and Sandra Gail Chamberlin, known to me to be the President and Secretary of STEWART CONSTRUCTION COMPANY, 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 they are authorized to execute the said instrument on behalf of the corporation.

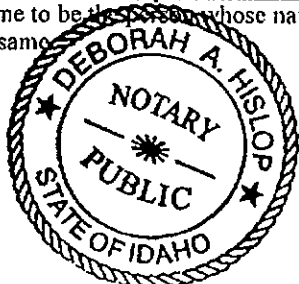
Witness my hand and official seal hereto affixed the day and year first above written.



Deborah A. Hislop
Notary Public in and for the
State of Idaho
residing at Spirit Lake, ID
Commission Expires 01-12-2005

STATE OF IDAHO }
County of Kootenai } ss

On this 12th day of December, 2000, before me personally appeared Paul Stewart, Jr., known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that _____ executed the same.



Deborah A. Hislop
Notary Public in and for the
State of Idaho
residing at Spirit Lake, ID
Commission Expires 01-12-2005

1659367

David P. Stewart

Teresa M. Stewart

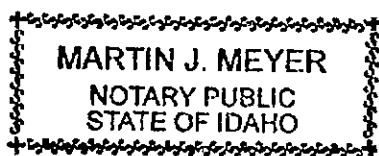
Kevin L. Chamberlin
Kevin L. Chamberlin

Saundra G. Chamberlin
Saundra G. Chamberlin

STATE OF IDAHO

County of Kootenai

On this 12th day of December, 2000, before me personally appeared Ralph L. Jacobs and Sue Jacobs, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



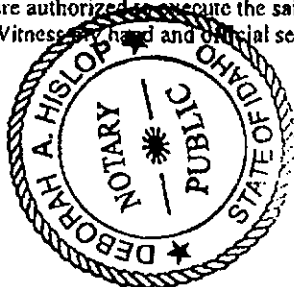
Martin J. Meyer
Notary Public in and for the
State of Idaho
residing at Kootenai Co.
Commission Expires 12/12/2003

STATE OF IDAHO

County of Kootenai

On this 12th day of December, 2000, before me sworn, personally appeared David P. Stewart and Saundra Gail Chamberlin, known to me to be the President and Secretary of STEWART CONSTRUCTION COMPANY, 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 they are authorized to execute the said instrument on behalf of the corporation.

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



Deborah A. Hislop
Notary Public in and for the
State of Idaho
residing at Spokane, ID
Commission Expires 01-12-2005

STATE OF IDAHO

County of Kootenai

On this _____ day of _____, 20____, before me personally appeared Paul Stewart, Jr., known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that _____ executed the same.

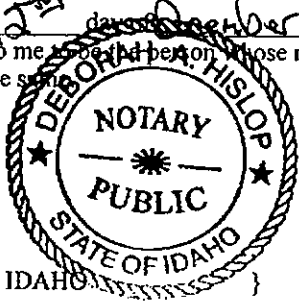
Notary Public in and for the
State of Idaho
residing at _____
Commission Expires _____

1659367

STATE OF IDAHO

County of Kootenai

On this 15th day of December, 2000, before me personally appeared Carrie A. Stewart, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

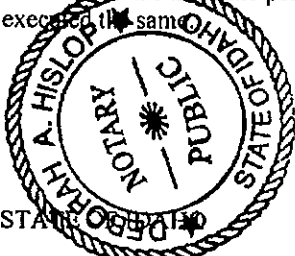


Deborah A. Hislop
Notary Public in and for the
State of Idaho
residing at Spirit Lake, ID.
Commission Expires 01-12-2005

STATE OF IDAHO

County of Kootenai

On this 15th day of December, 2000, before me personally appeared Roger L. Stewart, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

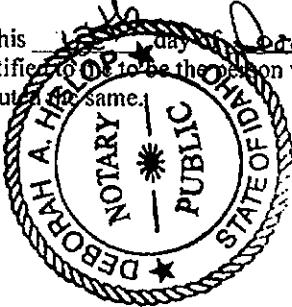


Deborah A. Hislop
Notary Public in and for the
State of Idaho
residing at Spirit Lake, ID.
Commission Expires 01-12-2005

STATE OF IDAHO

County of Kootenai

On this 15th day of December, 2000, before me personally appeared Mary P. Stewart, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

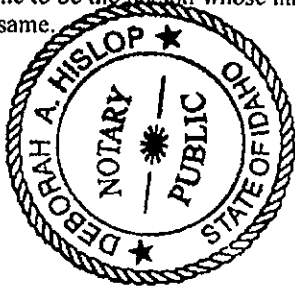


Deborah A. Hislop
Notary Public in and for the
State of Idaho
residing at Spirit Lake, ID.
Commission Expires 01-12-2005

STATE OF IDAHO

County of Kootenai

On this 12th day of December, 2000, before me personally appeared David P. Stewart, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



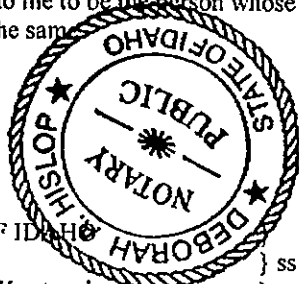
Deborah A. Hislop
Notary Public in and for the
State of Idaho
residing at Spirit Lake, ID.
Commission Expires 01-12-2005

1659367

STATE OF IDAHO

County of Kootenai

On this 12th day of December, 2000, before me personally appeared Teresa M. Stewart, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

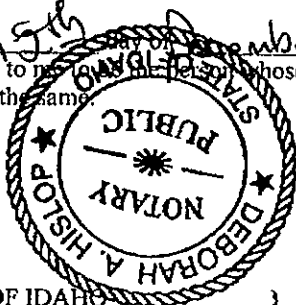


Deborah A. Hislop
Notary Public in and for the
State of Idaho
residing at Spirit Lake, ID
Commission Expires 01-12-2005

STATE OF IDAHO

County of Kootenai

On this 15th day of December, 2000, before me personally appeared Kevin L. Chamberlin, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Deborah A. Hislop
Notary Public in and for the
State of Idaho
residing at Spirit Lake, ID
Commission Expires 01-12-2005

STATE OF IDAHO

County of Kootenai

On this 12th day of December, 2000, before me personally appeared Sandra G. Chamberlin, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



Deborah A. Hislop
Notary Public in and for the
State of Idaho
residing at Spirit Lake, ID
Commission Expires 01-12-2005

1659367

EXHIBIT "A"

Water well and driveway access locations for Lots 18, 19, &
20, Block 2, LELAND TURNER BAY TRACTS, according
to the Plat recorded in the Office of the County Recorder in
Book "D" of Plats, records of Kootenai County, State of
Idaho. (More particularly illustrated on the attached map.)

STATE OF IDAHO
COUNTY OF KOOTENAI } SS
AT THE RECORDS OF
PIONEER TITLE CO.
DEC 12 3 41 PM '00
DANIEL J. ENGLISH
DEPUTY 21.00

1.

(the only well located in
lot 19 as of Sept. 25
1989)

