

941908

## MEMORANDUM OF CONTRACT

BOOK 126 PAGE 747

On the 17 day of JUNE, 1983, DON N. THORNTON and JUNE L. THORNTON, husband and wife, (Seller), and DAVID C. MORRILL and DAISY I. MORRILL, husband and wife, (Purchaser), entered into a Real Estate Contract which is held in escrow at Gridley Investment Company, 108 North 4th Street, Coeur d'Alene, Idaho 83814, whereby Seller has agreed to convey by deed to Purchaser, whose address is Rt. 3, Box 152, Rathdrum, Idaho 83858, the following described property:

That portion of the Northeast quarter of Section 10, Township 53 North, Range 3 W.B.M., Kootenai County, State of Idaho, described as follows:

Commencing at the Northeast corner of Section 10; thence South 0°56' West along the East line of said Section, 623.70 feet to a point on the center line on the existing road; thence South 38°00' West, along said center line 1040.91 feet; thence run West parallel with the South line of the Northeast quarter of said Section 10 for a distance of 1,222 feet to the True Point of Beginning; thence run South parallel with the West line of the Northeast quarter of said Section 10 for a distance of 660 feet; thence run East parallel with the South line of the Northeast quarter of said Section 10 to a point on the center line of the existing road; thence run South 38°00' West along the center line of said road to the South line of said Northeast quarter of Section 10; thence run West along said South line to the West line of said Northeast quarter; thence run North along said West line of said Northeast quarter to a point due West of the point of beginning; thence run East parallel with the South line of said Northeast quarter to the True Point of Beginning.

Together with a 1975 Gentry 14' x 70' mobile home with 8' x 70' addition, Serial #NS178S-5903, and the refrigerator, range and wood burning stove located therein, and also the pump house heater and 32 sections of irrigation pipe (one damaged) and one plug and one angle connector concerning the irrigation pipe.

Don N. Thornton  
Don N. Thornton

David C. Morrill  
David C. Morrill

June L. Thornton  
June L. Thornton

Daisy I. Morrill  
Daisy I. Morrill

31303-WL

WARRANTY DEED

1495977

For value received, DON N. THORNTON and JUNE L. THORNTON, husband and wife, (Grantor), hereby grants, bargains, sells, and conveys to DAVID C. MORRILL and DAISY I. MORRILL, husband and wife, (Grantee), whose address is Rt. 3, Box 152, Rathdrum, Idaho 83858, the following described premises in Kootenai County, State of Idaho:

That portion of the Northeast quarter of Section 10, Township 53 North, Range 3 W.B.M., Kootenai County, State of Idaho, described as follows:

Commencing at the Northeast corner of Section 10; thence South 0°56' West along the East line of said Section, 623.70 feet to a point on the center line of the existing road; thence South 38°00' West, along said center line 1040.91 feet; thence run West parallel with the South line of the Northeast quarter of said Section 10 for a distance of 1,222 feet to the True Point of Beginning; thence run South parallel with the West line of the Northeast quarter of said Section 10 for a distance of 660 feet; thence run East parallel with the South line of the Northeast quarter of said Section 10 to a point on the center line of the existing road; thence run South 38°00' West along the center line of said road to the South line of said Northeast quarter of Section 10; thence run West along said South line to the West line of said Northeast quarter; thence run North along said West line of said Northeast quarter to a point due West of the point of beginning; thence run East parallel with the South line of said Northeast quarter to the True Point of Beginning.

To have and to hold the said premises with their appurtenances unto the Grantee and Grantee's heirs and assigns forever. And the Grantor does hereby covenant to and with Grantee that he is the owner in fee simple of the premises, that they are free from all encumbrances except the easements and other encumbrances in view and of record, and taxes for the year 1983, and that he will warrant and defend the same from all lawful claims whatsoever.

DATED: June 22, 1983

Don N. Thornton  
Don N. Thornton

June L. Thornton  
June L. Thornton

West parallel with the South line of the Northeast quarter of said Section 10, 1222 feet to a point; thence

South parallel with the West line of the Northeast quarter of said Section 10, 660 feet to a point; thence

East parallel with the South line of the Northeast quarter of said Section to a point on the center line of the existing road; thence

North 38° East along center line to the true point of beginning.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantors do hereby grant, transfer and convey unto the Grantees and their successors and assigns one water hookup to the well and water system owned by the Grantors herein from the well located on the above-described property, with rights to the pump house and pumping system located on the property thereof with all rights of ingress and egress thereto for maintenance and upkeep and necessary repairs to the system, together with an easement from the well system along the existing water line with right of ingress and egress for maintenance and repairs. Any maintenance and repairs will include returning the surface disturbance to its natural condition.

In addition to said easement, Grantors disclose that they have a permit from the State of Idaho, Department of Water Resources to draw up to .08 cubic feet per second from the existing well, Permit No. 96-8038, and the Grantors herein assign exactly one-third of that water right to the Grantees. The parties agree to execute the necessary documents to be filed with the Department of Water Resources to document said assignment.

The above-stated easement and assignment to Grantees is appurtenant to the following described real property located in Kootenai County, State of Idaho, to-wit:

That portion of the Northeast quarter of Section 10, Township 53 North, Range 3 West, as follows:

Commencing at the Northeast corner of Section 10; thence

South along the East line of Section 10, 623.70 feet to a point on the center line of the existing road; thence

South 38° West along said center line 1040.91 feet to the true point of beginning; thence

West parallel with the South line of the Northeast quarter of said Section 10, 1222 feet to a point; thence

South parallel with the West line of the Northeast quarter of said Section 10, 660 feet to a point; thence

East parallel with the South line of the Northeast quarter of said Section 10 to a point on the center line of the existing road; thence

North 38° East along center line to the true point of beginning.

Each water hookup, with a total of four hookups allowable will be for a minimum amount of 7,500 gallons per month and is for the purpose of supplying water to the Grantors' above-described property, with one water hookup for the benefit of the Grantees on the above-described property receiving the conveyance of easement water right.

This grant of easement and well and water agreement is subject to the following terms, conditions and covenants:

1. That the Grantors herein shall not be responsible in any manner for the quality or quantity of water.
2. That the Grantors, their heirs, successors and assigns herein, shall not be responsible for any act of nature which results in the diminution of the quantity or quality of water. However, in case of a shortage of water, the Grantors and Grantees herein agree to share in equal percentages the availability of water. In other words, and for example, if at a time of shortage there exists four hookups to said well in use, the parties agree to use the available water in equal percentages. Grantors additionally disclose that they presently have two other permits with the Department of Water Resources, Permit No. 96-7377 and No. 96-7557, and that Grantors agree

6-773

GRANT OF EASEMENT

BOOK 317 PAGE 88

AND

900150

WELL AND WATER AGREEMENT

THIS AGREEMENT made and entered into this 10<sup>th</sup> day of March, 1982, by and between DON N. THORNTON and JUNE L. THORNTON, husband and wife, hereinafter referred to as Grantors, and RONALD FERRELL and CINDY FERRELL, husband and wife, hereinafter referred to as Grantees,

WITNESSETH:

WHEREAS, the Grantors herein are the owners of the following described real property located in Kootenai County, State of Idaho, to-wit:

That portion of the Northeast quarter of Section 10, Township 53 North, Range 3 West, Boise Meridian, Kootenai County, State of Idaho, described as follows:

Commencing at the Northeast corner of Section 10; thence

South 0°56' West, along the East line of said Section, 623.70 feet, to a point on the center line of the existing road; thence

South 38°00' West, along said center line 1040.91 feet to the true point of beginning; thence

West parallel with the South line of the Northeast quarter of said Section 10, 1948.75 feet to the West line of said Northeast quarter; thence

South along said West line to the Southwest corner of said Northeast quarter; thence

East along the South line of said Northeast quarter to the center line of the existing road; thence

North 38°00' East, along said center line, 1398.87 feet, more or less to the true point of beginning.

EXCEPT that portion of the Northeast quarter of Section 10, Township 53 North, Range 3 West, as follows:

Commencing at the Northeast corner of Section 10; thence

South along the East line of Section 10, 623.70 feet to a point on the center line of the existing road; thence

South 38° West along said center line 1040.91 feet to the true point of beginning; thence

that these additional permits shall not alter their agreement set forth above regarding shortage of water and allocation thereof.

3. That the Grantors, their heirs, successors and assigns herein, and the Grantees, their heirs, successors and assigns herein, and any future users and/or hookups, shall be responsible equally for the cost of all repairs, maintenance and electrical power for the operation of the necessary pumps and pumping system to provide said water. Therefore, a new and separate electric meter shall be installed at or near the pump house to cover said power metering. This is to be done immediately. A new bank account shall be established at a local bank to handle deposits of monthly water rents from which expenses for electric power and repairs are to be paid. Said bank account shall require signatures of at least two (2) of the parties on all withdrawals. There shall be a charge to each user of the benefits of the above-described well and water system of \$10.00 per month for the first 7,500 gallons of water for each active hookup. Any excess of 7,500 gallons per month shall be paid at the rate of 10 cents per 100 gallons. A new water meter will be installed on each line from the well to user. Said meter shall be installed in conjunction with the installation of any water line or service hookup and shall be the expense of the recipient of the water service. It shall be the responsibility of the Grantors, and Grantees, their heirs, successors and assigns herein, to read the respective meters on the fifth day of each and every month and pay the necessary assessment, which shall be deposited immediately in the new bank account as indicated above. All obligations shall be paid immediately upon receipt of any bills. Each meter reading will be recorded in a meter reading book, and retained for permanent record of the amount of water consumed by each user. The Grantors will be entitled to a total of three (3) water hookups. The Grantees will be entitled to a total of one (1) water hookup. Each hookup shall have its own respective water meter, which will be installed at the expense of the user.

4. The Grantors and Grantees, their heirs, successors and assigns herein shall be responsible for the maintenance and repair of the water line running from the well to the respective user's property line. Users are responsible for water lines within their respective property boundaries. Any leaks or damaged water lines anywhere within the water distribution system will be repaired immediately or water service will be terminated until necessary repairs are made. Said parties shall have the right of ingress and egress along all pipelines within this water system for maintenance and repair, and any ground disturbed for maintenance or repair shall be returned to as near normal condition as possible.

5. That the easement granted hereunder is intended to be appurtenant to and shall run with the land and be both a benefit to and a burden of the respective tracts of land of the Grantees and Grantors.

THIS AGREEMENT shall be binding upon all heirs, successors and assigns of the parties hereto.

GRANTORS:

GRANTEES:

Don N. Thornton  
DON N. THORNTON

Ronald Ferrell  
RONALD FERRELL

June L. Thornton  
JUNE L. THORNTON

Cindy Ferrell  
CINDY FERRELL

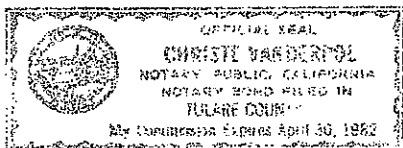
STATE OF California )

County of Tulare )

ss.

On this 16th day of March, 1982, before me, the undersigned Notary Public, personally appeared DON N. THORNTON and JUNE L. THORNTON, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and they 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.



Christie Vanderpol  
Notary Public  
Residing at: 165 No. K St., Dinuba, CA

STATE OF Idaho )  
County of Kootenai ) ss.

On this 10th day of March, 1982, before me, the undersigned Notary Public, personally appeared RONALD FERRELL and CINDY FERRELL, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and they 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.

Ross Hall  
Notary Public  
Residing at: Post Falls

Filed and recorded at the request of SANECO TITLE COMPANY  
at 5:20 o'clock PM, this 10 day of MAR 19 1982  
By: Nancy Taylor Deputy  
Fee \$ 2.00  
Carol Deitz  
Ex-Officio Auditor-Recorder  
Kootenai County, Idaho  
Return to:

Return: Kelley Realty  
Cdn



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](http://www.idwr.idaho.gov)

C. L. "BUTCH" OTTER  
Governor

GARY SPACKMAN  
Interim Director

September 11, 2009

CINDY FERRELL  
RON FERRELL  
PO BOX 311  
ATHOL, ID 83801

Application For Permit No. 95-10890

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 9/17/2009 and 9/24/2009. 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.

Sincerely,

Eric J. Davis  
Sr. Water Resource Agent

Enclosure(s)

**Ball, Dianne**

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**From:** Ball, Dianne  
**Sent:** Friday, September 11, 2009 1:22 PM  
**To:** Legal Notices-CdA Press; Legal Notices-CdAPress - Kelli Buley  
**Subject:** CoverLetter 09-11-09 CDA e-mail 95-10817,846,847,849,867,876,889,890,892.doc

**Attachments:** CoverLetter 09-11-09 CDA e-mail 95-10817,846,847,849,867,876,889,890,892.doc;  
LegalNotice 09-11-09 CDA e-mail 95-10817,46,47,49,67,76,89,90,92.doc

Good afternoon, Kelli,

Attached is our cover letter requesting publication of the attached legal notice on September 17 and 24, 2009.

If you have ANY questions or problem, please give me a call as soon as possible, or reply to this e-mail.

Please send a proof/preview copy for my review as soon as it is available.

Thanks very much for your help.



CoverLetter  
9-11-09 CDA e-mai.



LegalNotice  
9-11-09 CDA e-mai.

*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 Mineral Drive, Suite 100, Coeur d'Alene, Idaho 83815

Phone: (208) 762-2800 FAX: (208) 762-2819 [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

C.L. "BUTCH" OTTER  
Governor

GARY SPACKMAN  
Interim Director

*Please Fax or e-mail proof/preview copy to me before this goes to press.*

*Fax (208) 762-2819 ~ e-mail [dianne.ball@idwr.idaho.gov](mailto:dianne.ball@idwr.idaho.gov)*

*Thanks, Dianne*

September 11, 2009

KELLI BULEY  
LEGAL NOTICE DEPARTMENT  
COEUR D ALENE PRESS  
201 N 2ND  
COEUR D ALENE, ID 83814

RE: Application For Permit No.: 95-10817, 846,847,849,867,876,889,890,892

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated, September 17 and 24, 2009, (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

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 10/5/2009. Your cooperation is appreciated:

Sincerely,

*Dianne*

Dianne Ball  
Administrative Assistant

Enclosure(s)

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

**95-10817**

ENGWER LIVING TRUST

N 24695 MCCOY RD

ATHOL ID 83801

Point of Diversion NESE S34 T53N R03W KOOTENAI County

Source GROUND WATER

Use: IRRIGATION 04/01 to 10/31 0.12 CFS

Total Diversion: 0.12 CFS

Date Filed: 7/13/2009

Place Of Use: IRRIGATION T53N R03W S34 NESE

Total Acres: 4

**95-10846**

JOHN THOMPSON

4275 NW 24TH AVE

BOCA RATON FL 33431

Point of Diversion L3(SENW) S16 T51N R03W KOOTENAI CO

Source HAYDEN LAKE tributary to SINKS

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

Total Diversion: 0.04 CFS

Date Filed: 7/16/2009

Place Of Use: DOMESTIC T51N R03W S16 SENW Lot 7

Domestic use is for 1 home.

**95-10847**

RAY PUCKETT

PO BOX 711

BAYVIEW ID 83803

Point of Diversion NENE S33 T54N R02W KOOTENAI County

Source BAYVIEW CREEK tributary to LAKE PEND OREILLE

Point of Diversion NWNW S34 T54N R02W KOOTENAI County

Source BAYVIEW CREEK tributary to LAKE PEND OREILLE

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

Total Diversion: 0.04 CFS

Date Filed: 7/17/2009

Place Of Use: DOMESTIC T54N R02W S34 NWNW

Domestic use is for 1 home.

**95-10849**

SERENE WOODS WATER ASSN

PO BOX 567

BAYVIEW ID 83803

Point of Diversion NENE S7 T53N R02W KOOTENAI County

Source GROUND WATER

Use: IRRIGATION 04/01 to 10/31 0.2 CFS

Use: DOMESTIC 01/01 to 12/31 0.2 CFS

Total Diversion: 0.2 CFS

Date Filed: 7/17/2009

Place Of Use: DOMESTIC T53N R02W S7 NENE SENE

Place Of Use: IRRIGATION same as DOMESTIC

Total Acres: 12

Domestic use is for 6 homes.

**95-10867**

H THOMAS NORRIS

7285 E HENRY POINT RD

HAYDEN ID 83835

Point of Diversion L7(NESW) S3 T51N R03W KOOTENAI CO

Source HAYDEN LAKE tributary to SINKS

Use: IRRIGATION 03/15 to 11/15 0.04 CFS

Total Diversion: 0.04 CFS

Date Filed: 7/22/2009

Place Of Use: IRRIGATION

T51N R03W S3 NESW Lot 7 NWSE Lot 6

Total Acres: 1.5

**95-10876**

SYLTE RANCH LLC

8626 W SYLTE RANCH RD

RATHDRUM ID 83858-6820

Point of Diversion L4(SWSW) S30 T52N R04W KOOTENAI CO

Source GROUND WATER

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

Use: DOMESTIC 01/01 to 12/31 0.05 CFS

Total Diversion: 0.05 CFS

Date Filed: 7/21/2009

Place Of Use: DOMESTIC T52N R04W S30 SWSW Lot 4

Place Of Use: IRRIGATION Same as DOMESTIC

Total Acres: 2

Domestic use is for 4 homes.

95-10889

RON PRATTE  
4400 WEARHART WAY  
CHANDLER AZ 85226

Point of Diversion L2(NWSW) S20 T48N R04W KOOTENAI CO

Source COEUR D ALENE LAKE tributary to SPOKANE RIVER

Use: IRRIGATION 03/01 to 11/15 0.06 CFS

Use: AESTHETIC 01/01 to 12/31 0.18 CFS

Use: AESTHETIC STORAGE 01/01 to 12/31 1 AF

Use: DIVERSION TO STORAGE 01/01 to 12/31 0.18 CFS

Total Diversion: 0.2 CFS 1 AF

Date Filed: 7/27/2009

Place Of Use: IRRIGATION T48N R04W S20 NWSW Lot 2

All other uses same as IRRIGATION

Total Acres: 2

95-10890

CINDY FERRELL

RON FERRELL

PO BOX 311

ATHOL ID 83801

Point of Diversion SWNE S10 T53N R03W KOOTENAI County

Source GROUND WATER

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

Total Diversion: 0.2 CFS

Date Filed: 7/27/2009

Place Of Use: IRRIGATION T53N R03W S10 SWNE SENE

Total Acres: 10

95-10892

HENRY POINT HOME OWNERS ASSN

PMB 125 N 9323 GOVERNMENT WAY

HAYDEN, ID 83835

Point of Diversion L7(NESW) S3 T51N R03W KOOTENAI CO

Source HAYDEN LAKE tributary to SINKS

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

Total Diversion: 0.2 CFS

Date Filed: 7/27/2009

Place Of Use: IRRIGATION T51N R03W S3 NESW Lot 7

Total Acres: 10

Permits will be subject to all prior water rights. Protests may be submitted based on the criteria of Sec 42-203A, Idaho Code.

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 10/5/2009.

The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Interim Director

Legal #

Published on 9/17/2009 and 9/24/2009