



**ANDERSON JULIAN & HULL LLP**

**ATTORNEYS AND COUNSELORS AT LAW**

Robert A. Anderson  
Brian K. Julian  
Alan K. Hull  
W. Scott Wigle  
Chris H. Hansen  
Phillip J. Collaer  
Michael P. Stefanic

Amy G. White  
Natalie C. Mendoza  
Randy L. Schmitz +  
Martha G. Wharry  
Robert E. Rice  
Deborah L. Hiller

Kenneth D. Nyman  
(of Counsel)

C. W. Moore Plaza  
250 South Fifth Street, Suite 700  
Post Office Box 7426  
Boise, Idaho 83707-7426  
Telephone: (208)344-5800  
Facsimile: (208)344-5510

e-mail: [ajh@ajhlaw.com](mailto:ajh@ajhlaw.com)  
With Attorneys Licensed to Practice in  
Idaho, AZ, CO, OR, PA, TX, and UT  
+ Licensed in Oregon only

March 3, 2000

**RECEIVED**

**MAR 06 2000**

**WATER RESOURCES  
WESTERN REGION**

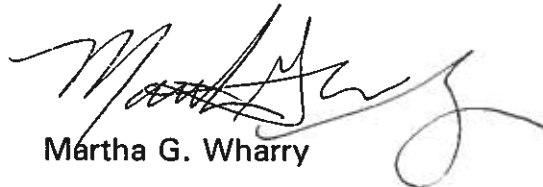
Gary Spackman  
Idaho Department of Water Resources  
Western Region Office  
2735 Airport Way  
Boise, Idaho 83705

Re: In the Matter of Application for Permit No. 63-12459 in the Name of  
Timothy Fease and/or Kathy Ellensohn

Dear Mr. Spackman:

Enclosed is the original and one copy of Kenley Henrichs' and Lisa O'Toole's  
Withdrawal of Protest of Application. Please return a conformed copy to this office  
in the enclosed stamped envelope. Thank you for your assistance with this matter. *est 3600*

Very truly yours,

  
Martha G. Wharry

MGW/lkn  
Enclosure

cc: Bryce Farris  
(w/Enclosure)

ORIGINAL

BEFORE THE DEPARTMENT OF WATER RESOURCES  
OF THE STATE OF IDAHO

RECEIVED

MAR 06 2000

WATER RESOURCES  
WESTERN REGION

IN THE MATTER OF APPLICATION  
FOR PERMIT NO. 63-12459 IN THE  
NAME OF TIMOTHY FEASE AND/OR  
KATHY ELLENSOHN

KENLEY HINRICHS' AND LISA  
O'TOOLE'S WITHDRAWAL OF  
PROTEST OF APPLICATION

COME NOW Kenley Hinrichs and Lisa O'Toole, and hereby withdraw their  
protest in the above-captioned matter.

DATED this 3 day of March, 2000.

By   
Lisa O'Toole

By  for \*  
Kenley Hinrichs

\* See attached power of attorney

CERTIFICATE OF MAILING

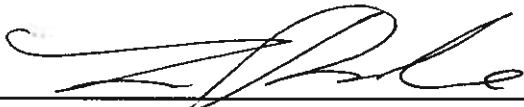
I HEREBY CERTIFY that on this \_\_\_\_ day of March, 2000, I caused to be served a true and correct copy of the foregoing KENLEY HINRICHS' AND LISA O'TOOLE'S WITHDRAWAL OF PROTEST OF APPLICATION by delivering the same to each of the following attorneys of record, by the method indicated below, addressed as follows:

Bryce Farris  
RINGERT CLARK CHARTERED  
455 South Third  
P. O. Box 2773  
Boise, Idaho 83701-2773  
Telephone: (208) 342-4591  
Facsimile: (208) 342-4657

☐ U.S. Mail, postage prepaid  
☐ Hand-Delivered  
☐ Overnight Mail  
☐ Facsimile

Gary Spackman  
Western Region Office  
Idaho Dept. of Water Resources  
2735 Airport Way  
Boise, Idaho 83705

☐ U.S. Mail, postage prepaid  
☐ Hand-Delivered  
☐ Overnight Mail  
☐ Facsimile

  
\_\_\_\_\_  
Lisa O'Toole

## LIMITED POWER OF ATTORNEY

Know All Men by These Presents: That I, Kenley Marie, of the County of Ada, State of Idaho, constituted and appointed, and by these presents to make, constitute and appoint: Lisa O'Toole of Boise, Idaho, my true and lawful attorney for and in my name, place and stead, and for my use and benefit as follows:

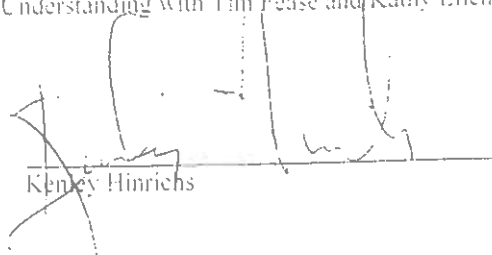
To take all acts necessary to "resolve," as she deems appropriate subject to the limitations herein, all pending litigation involving David and Beverly Pillott and Tim Fease and Kathy Ellensohn:

1. Any resolution of remaining litigation with David and Beverly Pillott needs to include the following –
  - a) Complete the execution of the current Mutual Release and Settlement agreement filed with the court.
  - b) That no agreements be signed or executed until an agreement is reached with Fease Ellensohn subject to the terms in #2 below.
  - c) That no agreement is made wherein we are paid less than \$10,000.00.
  - d) In addition to these terms, she must also be able to secure an agreement from our former attorneys, Jon Simmons and Richard Greener, fixing the amount of attorney's fees and costs which we owe them at an amount which she considers appropriate. Said agreement must provide for the release of any lien claim they have on the proceeds of a settlement with the Pillott's. Said release can be exchanged for whatever other agreement she and they deem proper and appropriate including but not limited to a deed of trust to be placed on the Old Valley Road property.
2. Any resolution of the remaining litigation with Tim Fease and Kathy Ellensohn needs to include the following –
  - a) An agreement by which all parties will adhere to regarding what public statements will be made to realtors, the title company, perspective home buyers, or other persons who may make inquire about the litigation.
  - b) An agreement that permits for the payment of the funds involved in any settlement to occur immediately to both parties upon placing the home on Old Valley Road on the market for sale.
  - c) That no agreement provide for Fease Ellensohn to use the private road for any reason.
  - d) That no agreement is made wherein we are paid less than \$10,000.00.
  - e) An agreement that resolves in total the current litigation or failing that, an agreement that provides for a resolution that allows us to place the home on Old Valley Road on the market for immediate sale. Said agreement must include provisions that negate the need to advise any realtor, title company, perspective purchaser, or other interested party of any risk that any ongoing litigation could result in the need to make any alterations to the land, pond, landscaping, home, and existing easements, as well as, negates the need for any new easements to be created.
  - f) In addition to these terms, she must also be able to secure an agreement from our former attorneys, Jon Simmons and Richard Greener, fixing the amount of attorney's fees and costs which we owe them at an amount which she considers appropriate. Said agreement must provide for the release of any lien claim they have on the proceeds of a settlement with the Pillott's. Said release can be exchanged for whatever other agreement she and they deem proper and appropriate including but not limited to a deed of trust to be placed on the Old Valley Road property.
- 3) All resolutions must be completed and all appropriate agreements must be fully executed by midnight on March 4, 2000, at which time this Power of Attorney expires and becomes a nullity.

As used herein "resolve" means to negotiate agreements which will be binding upon me, to execute my name to any of those agreements and by so doing to bind me in all respects to the terms and conditions of those agreements which I understand include but are not limited to settlement agreements, stipulations for dismissal of actions with prejudice, and deeds of trust affecting our community interest in the home located 4695 Old Valley Road (as more particularly described in the attached EXHIBIT "A" and other acts

including signing, dealing, executing, conveying, and in the writing of whatever kind and nature as may be necessary.

By this Limited Power of Attorney I am giving and granting unto said attorney authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the above stated premises, as fully to all intents and purposes as the I might or could do if personally present, and hereby ratify and confirm all that said attorney shall lawfully do or cause to be done in the above stated premises by virtue of these presents to specifically include the execution, on my behalf, of a Promissory Note dated February 8, 2000, to Cosho, Humphrey, Greener, and Welsh, P. A. in the amount of \$12,000.00, a deed of trust in favor of Cosho, Humphrey, Greener, and Welsh, P. A. against our property of 4695 Old Valley Road, Eagle, ID 83616, to secure the Promissory Note, two Drainage Easements with Tim Fease and Kathy Ellensohn, and a Memorandum of Understanding with Tim Fease and Kathy Ellensohn, all of which are dated February 9, 2000.

  
Kenley Hinrichs

STATE OF IDAHO )

) ss.

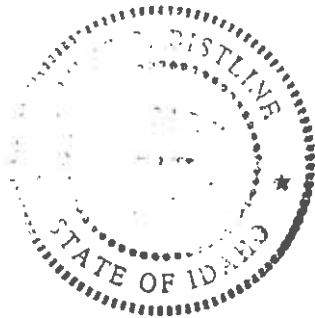
County of Ada )

On this 9th day of February, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Kenley Hinrichs, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 9th day of February, 2000.

  
Notary Public for Idaho.

My commission expires: 1/1/01



## EXHIBIT A

The Northerly 735 feet of Lot 11 of COMPTON ANDREWS TRACT, according to the Official Plat thereof, filed in Book 5 of Plats at Page 223, records of Ada County, Idaho, said Parcel being more particularly described as follows:

Commencing at a brass cap marking the Southwest corner of Section 12, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho; thence along the West boundary of said Section 12

North 00 degrees 49'22" East 567.89 feet to a point on the extended North boundary of said Lot 11; thence along the extended North boundary

North 89 degrees 35'03" East 331.19 feet to a 1/2" iron pin marking the Northwest corner of said Lot 11 which point is THE POINT OF BEGINNING; thence continuing along the North boundary of said Lot 11

North 89 degrees 35'03" East 331.17 feet (platted as 330.35 feet) to a 1/2" iron pin marking the Northeast corner of said Lot 11; thence East along the boundary of said Lot 11

South 00 degrees 49'55" West 725.00 feet to a 1/2" iron pin; thence along a line parallel with the said Northerly boundary

South 89 degrees 35'03" West 331.13 feet to a 1/2" iron pin on the West boundary of said Lot 11; thence along the said West boundary

North 00 degrees 49'42" East 725.00 feet to THE POINT OF BEGINNING.