

75224

Ident. No. 95-9547

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

RECEIVED
OCT 29 2008
IDWR/North

1. Name of Applicant ROBERT V. and/or Patricia NEAR Phone 208-683-2878
Mailing address P.O. BOX 630 ATHOL ID 83801 Email _____
2. Source of water supply GROUND WATER which is a tributary of _____
3. Location of point of diversion is Township S3N Range 3W Sec. 25 in the NE 1/4, NE 1/4, Govt. Lot _____ B.M., _____ County;
additional points of diversion if any: _____
4. Water will be used for the following purposes:
 Amount 0.04 for DOMESTIC purposes from 1/1 to 12/31 (both dates inclusive)
 (cfs or acre-feet per year)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
5. Total quantity to be appropriated is (a) 0.04 and/or (b) _____
 cubic feet per second acre feet per year
6. Proposed diverting works:
 - a. Describe type and size of devices used to divert water from the source _____
SUBMERSIBLE 300 SUBMERSIBLE PUMP SERIAL #001197
 - b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet;
 total reservoir capacity _____ acre-feet
 - c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet
 - d. Is ground water with a temperature of greater than 85°F being sought? _____
 - e. If well is already drilled, when? 3/17/04; Drilling firm MCCARTY DRILLING & PUMP;
 Well was drilled for (well owner) GEORGE DURRIN; Drilling Permit No. 81146 000.33559
7. Time required for completion of works and application of water to proposed beneficial use is 1 years (minimum 1 year)
8. Description of proposed uses (if irrigation only, go to item 9):
 - a. Hydropower; show total feet of head and proposed capacity in kW. _____
 - b. Stockwatering; list number and kind of livestock. _____
 - c. Municipal; show name of municipality. _____
 - d. Domestic; show number of households. 1 HOME / DOMESTIC
 - e. Other; describe fully. _____

9. Description of place of use:

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
53N	3W	8	RT	D			ME	RM											

Total number of acres to be irrigated: 0

10. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping? NONE

11. a. Who owns the property at the point of diversion? ARTHUR M. and/or JEAN A. KRUCKMAN
- b. Who owns the land to be irrigated or place of use? ROBERT V and/or PATRICIA NEAR
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: WELL AGREEMENT

12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. SHARED WELL / WELL AGREEMENT COPY INCLUDED

13. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½"x11" map clearly identifying the proposed point of diversion, place of use, section #, township & range. (A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.)

BE IT KNOWN that the undersigned hereby makes this application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Robert V Near / Patricia J Near
Signature of Applicant

ROBERT V. NEAR / Patricia J. Near
Print Name (and title, if applicable)

For Department Use:

Received by [Signature] Date 10/29/08 Time 10:05a Preliminary check by [Signature]
 Fee \$ 100.00 Received by [Signature] Receipt No. N019655 Date 10/29/08
 Publication prepared by [Signature] Date 11/12/08 Published in Coeur d'Alene 11/20 & 27/08
 Publication approved [Signature] Date 12/3/08 Dates Published 11/20 & 27/08

IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S REPORT

1. WELL TAG NO. D 0033559
DRILLING PERMIT NO. 811446
Water Right or Injection Well No.

2. OWNER:

Name George Durrin
Address 3200 N. Sheep Springs Rd.
City Athol State ID Zip 83801

3. LOCATION OF WELL by legal description:

You must provide address or Lot, Bk, Sub. or Directions to well.

Twp. 53 North ☒ or South ☐
Rge. 3 East ☐ or West ☒
Sec. 5 1/4 SW 1/4 SE 1/4
Gov't Lot _____ County Kootenai

Lat: 47 : 57:748 Long: 116: 43 : 644 WGS 84

Address of Well Site Rosebud past Sheep Springs

City Athol

Lt. _____ Bk. _____ Sub. Name _____

4. USE:

☒ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation
☐ Thermal ☐ Injection ☐ Other

5. TYPE OF WORK check all that apply (Replacement etc)

☒ New Well ☐ Modify ☐ Abandonment ☐ Other

6. DRILL METHOD:

☒ Air Rotary ☐ Cable ☐ Mud Rotary ☐ Other

7. SEALING PROCEDURES

Seal Material	From	To	Weight / Volume	Seal Placement Method
Bentonite	0	18	250#	dry granular

Was drive shoe used? ☐ Y ☒ N Shoe Depth(s) _____

Was drive shoe seal tested? ☐ Y ☐ N How? _____

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
6"	+2	523	250	Steel	☒	☐	☒	☐

Length of Headpipe _____ Length of Tailpipe _____

Packer ☐ Y ☐ N Type _____

9. PERFORATIONS/SCREENS PACKER TYPE

Perforation Method _____

Screen Type & Method of Installation _____

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
						☐	☐

10. FILTER PACK

Filter Material	From	To	Weight / Volume	Placement Method

11. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

460 ft. below ground Artesian pressure _____ lb.

Depth flow encountered _____ ft. Describe access port or control devices: _____

Office Use Only

Well ID No. _____

Inspected by _____

Twp _____ Rge _____ Sec _____

1/4 1/4 1/4

Lat: _____ Long: _____

12. WELL TESTS:

☐ Pump

☐ Bailor

☒ Air

☐ Flowing Artesian

Yield gal./min	Drawdown	Pumping Level	Time
50+			5 hrs

Water Temp. _____ Bottom hole temp. _____

Water Quality test or comments: cold & Clear

Depth first Water Encounter 51

13. LITHOLOGIC LOG: (Describe repairs or abandonment)

Bore Dia	From	To	Remarks: Lithology, Water Quality & Temperature	Water
10	0	18	Gravel, boulders	
8	18	63	Gravel, cobbles	
	63	121	Gravel, fine	
	121	153	Gravel, coarse	
	153	171	Cobbles	
	171	173	Boulder	
	173	188	Gravel, fine	
	188	219	Gravel, with fines	
	219	240	Cobbles	
	240	278	Gravel, coarse	
	278	280	Boulder	
	280	295	Cobbles, very coarse	
	295	310	Gravel, medium w/fines	
	310	340	Gravel, fine	
	340	378	Gravel, medium	
	378	424	Gravel, coarse	
	424	448	Gravel, fine w/sand	
	448	465	Gravel, fine w/brown silt	
	465	480	Gravel, medium, silt	
	480	498	Gravel, fine w/sand, silt	
	498	516	Sand, coarse, w/sand	
	516	523	Gravel, fine	X

RECEIVED

APR 7 2004

IDWR North

Completed Depth 523' (Measurable)

Date: Started 3/12/04 Completed 3/13/04

14. DRILLER'S CERTIFICATION

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name McCarthy Drilling & Pump Inc Firm No. 586

Principal Driller [Signature] Date 3-17-04

and Driller or Operator II _____ Date _____

Operator I [Signature] Date 3-17-04

Principal Driller and Rig Operator Required.

Operator I must have signature of Driller.

53N 3W 5 Well ID 388150

After Recording, return to:

LISA A. HOLMES
HOLMES LAW OFFICE, P.A.
8109 N WAYNE DRIVE
POST OFFICE BOX 369
HAYDEN ID 83835-0569
TELEPHONE: (208) 762-0100

**GRANTS OF EASEMENTS AND
DECLARATION OF COMMON WATER WELL
USE AND MAINTENANCE AGREEMENT**

PREFACE:

THIS INSTRUMENT (hereinafter referred to as the "Agreement") is made on the date hereinafter set forth by ARTHUR M. KRUCKMAN and JEAN A. KRUCKMAN, husband and wife, of P.O. Box 132, Athol ID 83801, (hereinafter referred to as "KRUCKMAN," and CHARLES DEAN BOUTTU and DONA GAYLENE BOUTTU, husband and wife, of 33616 Sheep Springs Road, Athol ID 83801, and ROBERT V. NEAR and PATRICIA NEAR, husband and wife, of 4500 Rose Mont Drive, Athol ID, ⁸³⁸⁰¹ (hereinafter collectively referred to as "KRUCKMAN/BOUTTU") with reference to the following recitals:

1. KRUCKMAN is the owner of the following parcel of real property located in the County of Kootenai, State of Idaho, to wit: **The east half of the southwest quarter of the southeast quarter of Section 5, Township 53 North, Range 3 WBM, Kootenai County, Idaho.** (Hereinafter referred to as the "KRUCKMAN PROPERTY").
2. BOUTTU is the owner of the following parcel of real property located in the County of Kootenai, State of Idaho, to wit: **The southwest quarter of the southeast quarter of the southeast quarter of Section 5, Township 53 North, Range 3 WBM, Kootenai County, Idaho.** (Hereinafter referred to as the "BOUTTU PROPERTY").
3. NEAR is the owner of the following parcel of real property located in the County of Kootenai, State of Idaho, to wit: **The north half of the northeast quarter of the northeast quarter of Section 8, Township 53 North, Range 3 WBM, Kootenai County, Idaho.** (Hereinafter referred to as the "NEAR PROPERTY").
4. There is presently a water well and well system located on the KRUCKMAN PROPERTY that services the KRUCKMAN PROPERTY, the BOUTTU PROPERTY and the NEAR PROPERTY.
5. It is necessary that the present and future owners of the KRUCKMAN PROPERTY, BOUTTU PROPERTY and NEAR PROPERTY share in the costs of repairing and maintaining said water well for the use and benefit of the present and future owners of the KRUCKMAN PROPERTY, the BOUTTU PROPERTY and the NEAR PROPERTY.
6. KRUCKMAN, BOUTTU and NEAR intend by this Agreement to impose upon the KRUCKMAN PROPERTY, BOUTTU PROPERTY and NEAR PROPERTY mutually beneficial restrictions under a general plan of operation for the benefit of the parcels of real property described herein and the present and future owners thereof.

DEFINITIONS:

7. The following words and phrases, when used in this Agreement, shall have the following meaning:
- a. **Lot and/or Lots:** An interchangeable generic reference to the KRUCKMAN PROPERTY or the BOUTTU PROPERTY or the NEAR PROPERTY.
 - b. **Occupant:** Any person, association, corporation or other entity who has acquired the legal right to rent, use or otherwise occupy any Lot whether or not such right is exercised, including said Occupant's heirs, personal representatives, successors and assigns.
 - c. **Owner and/or Owners:** The record owner or owners of title to a Lot. This term shall include any person or entity having fee title to the Lot but shall exclude any person or entity having an interest in any Lot solely as security for the performance of any obligation. If a Lot is sold under a recorded or unrecorded contract of sale to a purchaser, the legal title owner of the Lot and not the purchaser shall be considered the Owner. If a Lot is conveyed and a life estate is created, the remainder man and not the holder of the life estate shall be considered the Owner. The purchaser under any recorded or unrecorded contract of sale of a Lot and any holder of a life estate of a Lot shall, for purposes of this Agreement, be considered Occupants.
 - d. **Person:** Any individual, partnership, joint venture, corporation, firm, association, trust, limited liability business organization or other similar entity or organization.
 - e. **Qualifying Improvement:** Any structure, building or improvement located on any Lot intended for human residential occupancy that requires the issuance and/or possession of a certificate of occupancy, building location permit, setting permit, building permit or any other similar residential permit issued from the Kootenai County Planning Department or any successor governmental entity thereof. Said term does not include barns, sheds, well houses, detached garages or other similar structures that are not intended or used for human residential occupancy.
 - f. **User:** Any Owner of a Lot who constructs or maintains a Qualifying Improvement on said Owner's Lot.
 - g. **Water System:** Means the water well and well system located on the KRUCKMAN PROPERTY, all shared water production equipment and components located, or to be located on the KRUCKMAN PROPERTY, and any shared underground main water transmission lines. The term "Water System" does not include any water production, diversion, storage or transportation components installed by a User for that User's personal and exclusive use.
 - h. **WELL LOT:** A circular parcel of property fifty feet (50.00') in diameter as measured from the center point of the water well that is installed on the KRUCKMAN

PROPERTY.

- i. **Domestic use.** Domestic use means a normal and reasonable amount of water to supply a family with water for drinking, cooking, bathing, clothes and car washing, and water for a yard of normal and reasonable size. Domestic use does not include filling of swimming pools, irrigation, agricultural or commercial use.

GRANT AND CONVEYANCE OF EASEMENTS:

8. KRUCKMAN does hereby grant, bargain, sell, assign, convey, release and remise unto BOUTTU and NEAR a perpetual nonexclusive easement over, across and under a **circular parcel of property fifty feet (50.00') in diameter as measured from the center point of the water well on the KRUCKMAN PROPERTY** (said circular parcel of property has been defined to herein as the "WELL LOT") for the benefit of the BOUTTU PROPERTY and NEAR PROPERTY described herein.
9. KRUCKMAN does further hereby grant, bargain, sell, assign, convey, release and remise unto BOUTTU and NEAR a nonexclusive perpetual ingress and egress access easement over, across and under the KRUCKMAN PROPERTY for purposes of accessing, maintaining, repairing, replacing, re-drilling and inspecting the water well located upon the WELL LOT and/or servicing the Water System. Said access easement shall be limited to the minimally necessary temporary access to the WELL LOT for inspection, service and maintenance of the WELL LOT and all improvements located thereon.
10. KRUCKMAN does further hereby grant, bargain, sell, assign, convey, release and remise unto BOUTTU and NEAR a nonexclusive perpetual easement for the purposes of installing, maintaining, replacing, improving and accessing one (1) **underground** water transmission line each located, upon the KRUCKMAN PROPERTY to supply water to the BOUTTU PROPERTY and NEAR PROPERTY. All costs for installing and maintaining any water transmission line shall be the sole responsibility of the individual property owner. The easement for the water transmission lines shall be five feet (5.00') in width as measured two and one half feet (2.50') on each side of the centerline of the underground water transmission line. In the event that there is any need to excavate, repair or maintain an individual underground water transmission line, a reoccurring temporary easement for said work is hereby granted by KRUCKMAN to BOUTTU and NEAR. Said reoccurring temporary easement shall arise and become effective when said excavation, repair or maintenance work is necessary and shall thereafter become dormant after the work has been completed and shall remain dormant until any additional excavation, repair or maintenance work becomes necessary. Said reoccurring temporary easement shall be limited in size to the minimum area of the KRUCKMAN PROPERTY necessary to perform said excavation, repair or maintenance work. The underground water transmission line shall be located on the KRUCKMAN PROPERTY at a location that is the shortest and most direct feasible route from the WELL LOT to the common property line of the KRUCKMAN PROPERTY and the BOUTTU PROPERTY or NEAR PROPERTY.
11. All of the nonexclusive perpetual easements granted, bargained, sold, assigned, conveyed, released and remised herein to BOUTTU and NEAR shall be appurtenant to the BOUTTU

PROPERTY and NEAR PROPERTY and shall not be transferred independently of the conveyance of fee title to the BOUTTU PROPERTY and/or NEAR PROPERTY.

WELL USERS AGREEMENT

12. The Water System shall be used for the exclusive use of the KRUCKMAN PROPERTY, BOUTTU PROPERTY and the NEAR PROPERTY. Use of the Water System cannot be expanded to other parcels of real property properties or other uses as limited by this Agreement without the written consent of all of the Owners of the real property described herein. The present and future Owners of the KRUCKMAN PROPERTY shall be entitled to use the well for domestic and agricultural purposes for up to five (5) acres of the KRUCKMAN PROPERTY and the BOUTTU PROPERTY and NEAR PROPERTY shall each be entitled to use the well for domestic purposes for the residences that are presently constructed on the BOUTTU PROPERTY and NEAR PROPERTY.
13. All electricity for the Water System shall be apportioned equally by the Users.
14. All costs to hook onto the Water System shall be borne by the individual Users. Any costs for the continued maintenance and repair of an Users' exclusive water transmission line shall be the sole responsibility of the individual User.
15. Use of the water shall be as described above and shall not be disproportionate to the other Users. Except as set forth in Paragraph 12, the water shall only be used for domestic use and not for any agricultural (small gardens excluded) nor for commercial livestock operations. In the event there is any shortage of water which requires any rationing and/or limitations to be placed on the Water System, the same shall be equally borne by the Users.
16. In the event that any governmental or quasi-governmental agency having jurisdiction over the Water System requires any type of action to be taken by the Users, said action shall be promptly taken at the joint expense of the Users.
17. No pesticides, herbicides, fertilizers, portable containers of petroleum products, or other toxic or hazardous materials shall be stored on or applied to any area of the KRUCKMAN PROPERTY and/or the BOUTTU PROPERTY and/or NEAR PROPERTY that is within fifty feet (50.00') of any water well that is located on the WELL LOT.
18. No person or entity shall place any septic tanks, home disposal fields, seepage pits or privies on either the KRUCKMAN PROPERTY or the BOUTTU PROPERTY or the NEAR PROPERTY that is within one hundred feet (100.00') of any water well that is located on the WELL LOT.
19. No person or entity shall place any sewer lines or any canals, streams, ditches, lakes, ponds or tanks used to store non-potable substances on either the KRUCKMAN PROPERTY or the BOUTTU PROPERTY or NEAR PROPERTY that is within fifty feet (50.00') of any water well that is located on the WELL LOT.
20. No person or entity shall keep any livestock on either the KRUCKMAN PROPERTY or the BOUTTU PROPERTY or NEAR PROPERTY that is within fifty feet (50.00') of any water well

that is located on the WELL LOT.

21. Any Owner of a Lot, whether or not said Owner is a User, may elect not to be governed by the terms and conditions of this Agreement. In order to exercise said election, said Owner shall:
- a. If a User, permanently disconnect from the Water System and no longer divert any water from the Water System;
 - b. Develop a water well on said Owner's respective Lot and/or acquire water from an alternative source other than the Water System;
 - c. Pay in full all amounts due hereunder from said Owner as of the date of the aforementioned disconnection, if any; and,
 - d. Record in the public records of Kootenai County, Idaho a notice of said disconnection. Said notice shall also bear the notarized signature of all of fee title owners of the subject Lot and any person and/or entity that has any recorded security interest encumbering the subject Lot.
 - e. Upon the occurrence of the provisions of Paragraphs 21a, 21b, 21c and 21d, said Owner/User, and said Owner's/User's Lot shall have no further right, title or interest in the Water System.
 - i. If the disconnecting Owner is the Owner of the all or a portion of the WELL LOT said Owner shall still retain fee ownership of that portion of said Owner's Lot that is encumbered by the WELL LOT, subject to the easements granted to the Owner of the other Lot as provided for above.
 - f. The election of any Owner of any Lot to opt out of being governed by the terms and conditions of this Well User's Agreement **shall not** affect, impair, terminate or otherwise modify any easement established, dedicated, granted and conveyed herein that encumbers said Owner's Lot and said easements shall remain in full force and effect.
 - i. In addition, the use prohibitions set forth herein above, and the General Provisions set forth below, inclusive, shall remain in force and effect.
 - g. The Owner electing to opt out of this Agreement shall not remove any previously shared Water System Components, including but not limited to any water pump and/or cistern, and all such previously shared Water System Components shall become the property of the Owner not electing to opt out of this Agreement. The Owner electing to opt out of this Agreement shall not be entitled to any type of reimbursements for any of said previously shared Water System Components.

GENERAL PROVISIONS RELATING TO ALL OF THE FOREGOING:

22. **WAIVER:** The failure of any affected Owner in any one or more instances to insist upon the strict performance of any of the covenants, conditions, restrictions, easements or other provisions of this Agreement or to exercise any right or option contained herein, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future enforcement of such covenant, condition, restriction, easement or other provision, but the same shall remain in full force and effect.
23. **ACCEPTANCE:** Each Owner of a Lot, each purchaser of a Lot under a contract or agreement of sale and each holder of an option to purchase a Lot, by accepting a deed, contract of sale or agreement or option, accepts the same subject to all of the covenants, conditions, restrictions, easements and other provisions set forth in this Agreement relating to said Lot and agrees to be bound by the same.
24. **NOTICES:** Any notice permitted or required to be delivered as provided in this Agreement shall be in writing and shall be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered, seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, properly addressed.
25. **INTERPRETATION:** The provisions of this Agreement shall be liberally construed to effectuate the purposes set forth herein, above, and shall be construed and governed by the laws of the State of Idaho.
- a. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall include the masculine, feminine or neuter.
- b. All captions and titles used in this Agreement are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.
26. **SEVERABILITY:** Should any provision of this Agreement be declared invalid or in conflict with any law of the jurisdiction where the Property is situated, the validity of all other provisions of this Agreement shall remain unaffected and in full force and effect.
27. **TOUCHING AND CONCERNING REAL PROPERTY:** The conditions, covenants and restrictions set forth in this Agreement touch and concern real property and shall run with the real property described herein and shall be binding upon all persons and entities who acquire any right, title or interest in the real property described herein and their respective heirs, devisees, successors and assigns of the parties hereto.
- a. Subject to the terms of Paragraph 21, above, this Agreement shall be perpetual unless terminated by recorded agreement executed by all of the Owners of the Lots.
- b. It is the intent of the parties hereto to bind all future Owners of the Lots to this Agreement. Any person or entity that takes title to any of the Lots by voluntary or

involuntary transfer shall be bound by the terms and conditions set forth herein.

- c. This Agreement may be modified from time to time by written agreement of all of the Owners of the KRUCKMAN PROPERTY and the BOUTTU PROPERTY and the NEAR PROPERTY at the time of said modification. Any such modification shall be recorded with the Kootenai County Recorder.
28. **ENFORCEMENT:** Each Owner of the real property described herein shall all have the right to enforce, by any proceedings at law or in equity, all terms and conditions set forth herein and in such action the prevailing party shall be entitled to recover costs and reasonable attorney's fees and paralegal fees as are ordered by the Court.
- a. Said fee and costs award shall also apply to the prevailing party in any appellate proceeding.
 - b. The attorney drafting this Agreement represents KRUCKMAN and as such has in no way advised BOUTTU or NEAR in regard to this Agreement or any other matters. It is BOUTTU'S and NEAR'S responsibility to obtain independent counsel if they so desires.
29. **NON-MERGER:** The easements established, dedicated, granted and conveyed above to the present and future Owners of the Lots shall not be deemed or claimed by any person or entity that acquires any right, title or interest in any of the Lots to be extinguished by the operation of merger, by unity of title or other legal theory unless expressly agreed to in writing, executed and properly acknowledged by all of the lawful fee simple owners of all of the Lots at the time of the intended extinguishment and duly recorded in the public records of the County Recorder of Kootenai County, State of Idaho

GENERAL DISCLAIMER OF WARRANTIES:

30. **NO WARRANTY OF ENFORCEABILITY:** While the undersigned have no reason to believe that any term or provision contained in this Agreement may be invalid or unenforceable in whole or in part, for any reason or to any extent, the undersigned make no warranties or representation as to the present or future validity or enforceability of any such term or provision. Any person or entity acquiring any right, title or interest in any of the real property described herein, or any other parcel of real property, in reliance upon any one or more of such term or provision contained herein shall assume all risk of the validity and enforceability thereof and, by acquiring said real property, agrees to hold the undersigned, and all of undersigned respective agents, heirs, successors, surveyors, attorneys, consultants and employees harmless therefrom.

D A T E D this 30 day of Aug, 2008.

Arthur M. Kruckman
ARTHUR M. KRUCKMAN

Jean A. Kruckman
JEAN A. KRUCKMAN

Charles Dean Bouttu
CHARLES DEAN BOUTTU

Dona Gaylene Bouttu
DONA GAYLENE BOUTTU

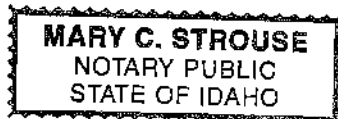
Robert V. Near
ROBERT V. NEAR

Patricia Near
PATRICIA NEAR

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 30 day of August, 2008, before me, Mary C Strouse, a Notary Public for the State of Idaho, personally appeared ARTHUR M. KRUCKMAN and JEAN A. KRUCKMAN, known or identified to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

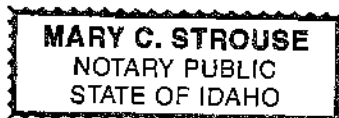


Mary C Strouse
Notary Public for Idaho
Residing in: Coeurd'Alene Idaho
My Commission Expires: 6-14-14

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 30 day of August, 2008, before me, Mary C Strouse, a Notary Public for the State of Idaho, personally appeared CHARLES DEAN BOUTTU and DONA GAYLENE BOUTTU, known or identified to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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



Mary C Strouse
Notary Public for Idaho
Residing in: Coeurd'Alene Idaho
My Commission Expires: 6-14-14

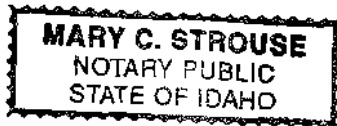
STATE OF IDAHO)

) ss.

County of Kootenai)

On this 30th day of August, 2008, before me, Mary C Strouse a Notary Public for the State of Idaho, personally appeared ROBERT V. NEAR and PATRICIA NEAR, known or identified to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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



Mary C Strouse
Notary Public for Idaho
Residing in: Coeur d'Alene Idaho
My Commission Expires: 6-14-14

The revision dates below represent the full range dates for the coating of the listed regions.
The drawing dates for these revisions can be found within the ARCHIVE SECTIONS box in the drawing data block.

12/27/01 - SLW
Pins of 53e03m-05-5e50 and 5d0D not re addressed R/W
for Clagstone Rd (02)

12/30/02 - TH
 Per of 53402W-03-2450 and 10 additional R/W for
 Clarendon Rd (03)

५		७	८	९
२	३	४	५	६
३	४	५	६	७
४	५	६	७	८
५	६	७	८	९
६	७	८	९	१०

KOOTENAI COUNTY
IDAHO

OPERATOR	ACTIVITY	DATE
KJ FM	COMPARISON PI SCANNING	08-04-0 08-04-0

Page 1 of 1

NOTES

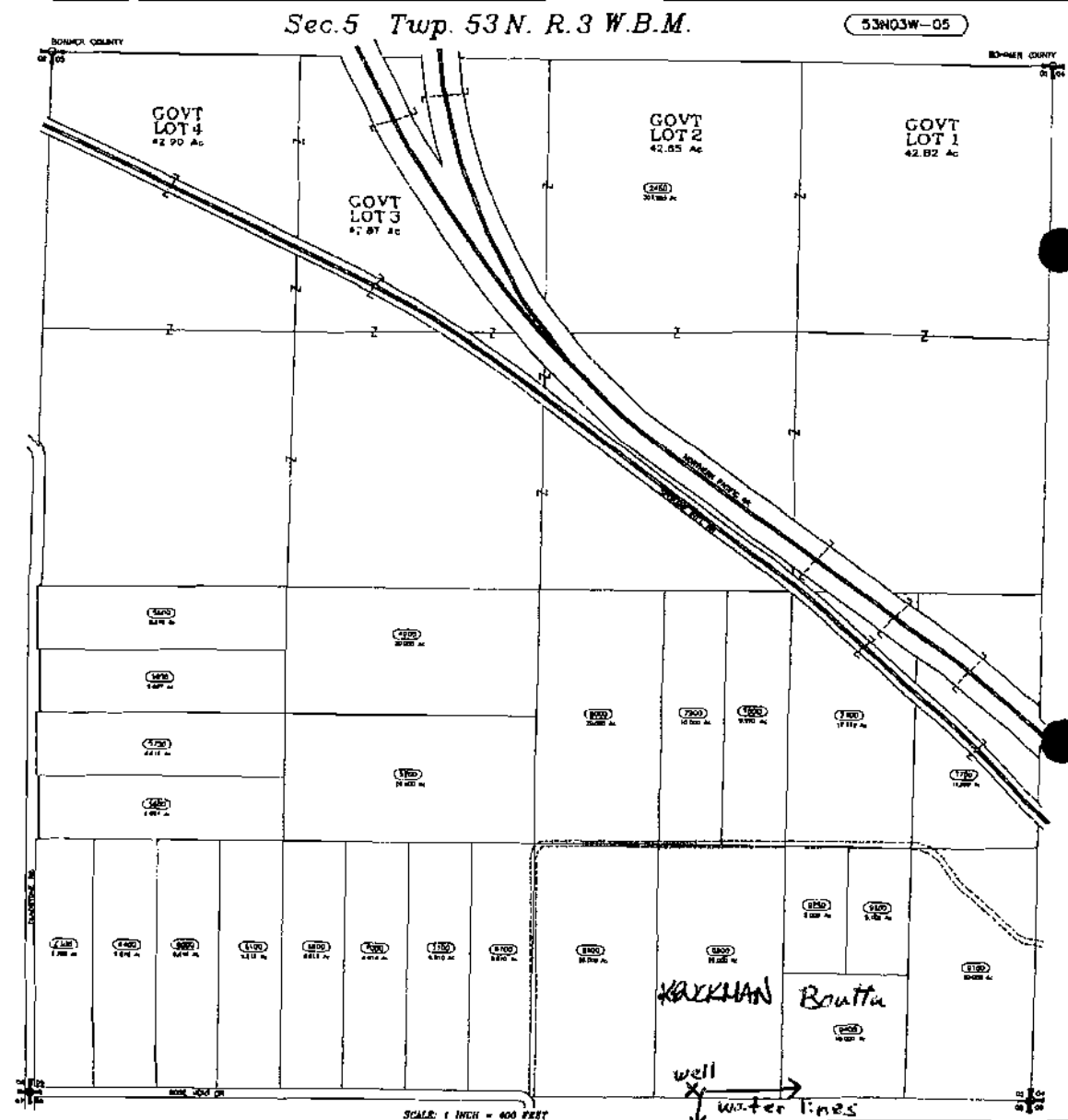
All life on earth will be destroyed by the time we have consumed the last of the oil. The only way to survive is to use the energy that is available to us now. The only way to survive is to use the energy that is available to us now.

THE STATE OF TEXAS, COUNTY OF DALLAS.

125

APPENDIX

Exhibit A
page 1 of 3



SCALE: 1 INCH = 400 FEET

KARKHAN	Boutta
---------	--------

NEAR Sec. 5 Twp. 53N. R. 3W. B.M.
IN Sec. 8 Twp. 53N R 3W B.M.



Sorry! When printing directly from the browser your map may be incorrectly cropped. To print the entire map, try clicking the "Printer-Friendly" link at the top of your results page.

MAPQUEST.

★ 33596 N Sheep Springs Rd

Athol, ID 83801-8344, US



Sorry! When printing directly from the browser your map may be incorrectly cropped. To print the entire map, try clicking the "Printer-Friendly" link at the top of your results page.



All rights reserved. Use Subject to license/Copyright.

This map is informational only. No representation is made or warranty given as to its content. User assumes all risk of use. MapQuest and its suppliers assume no responsibility for any loss or delay resulting from such use.

A = Kruckman

B = Boutte

C = NEAR

Water lines visible

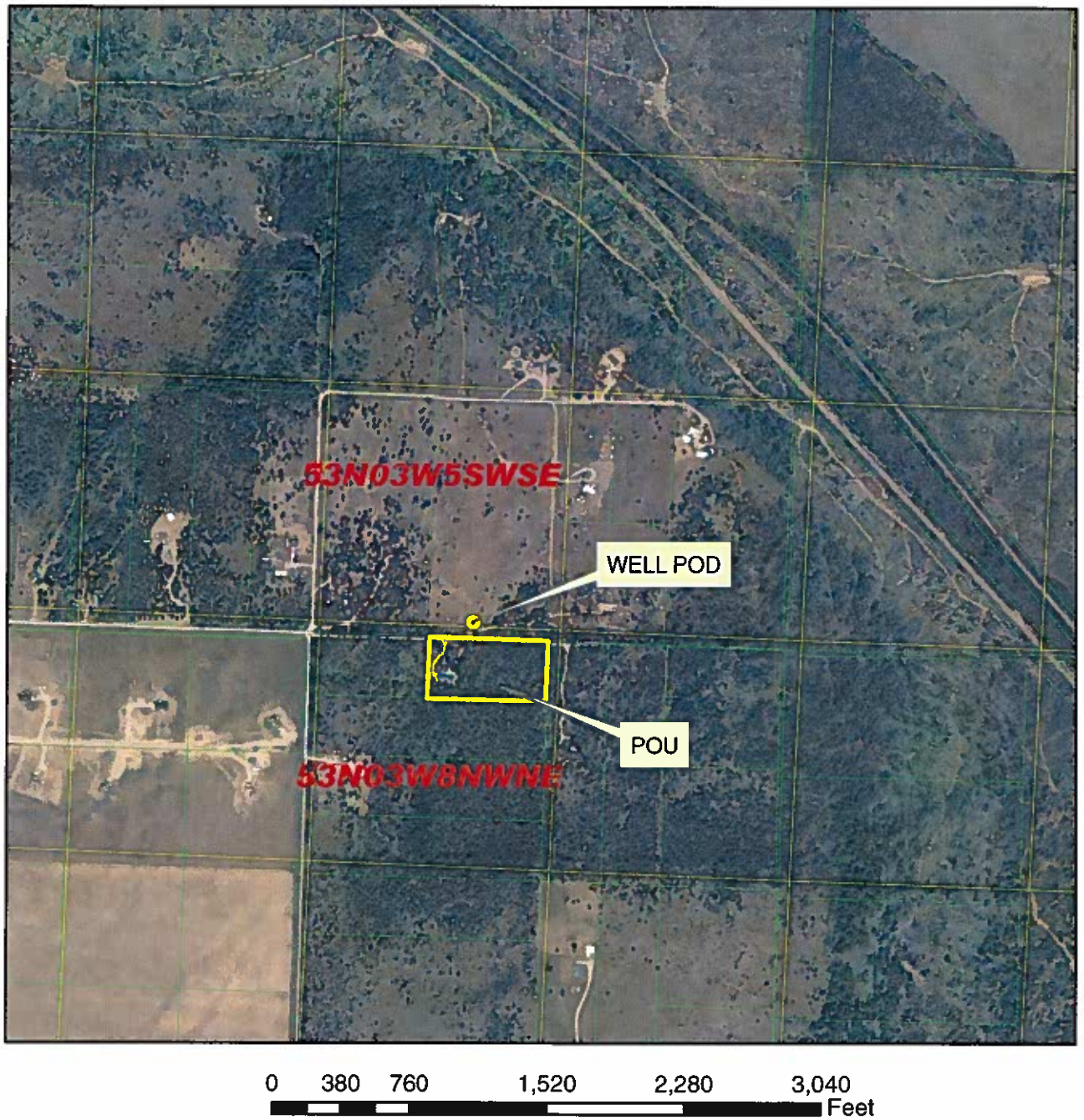
Well at intersection
of A and B

Exhibit A

Page 3 of 3

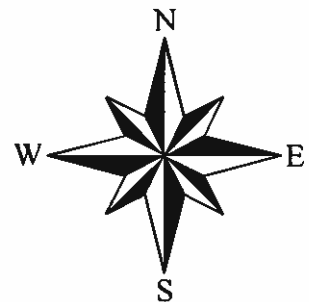


95-9547



Legend

-  workingpod
-  workingpou
-  QQ
-  Taxlots





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

DAVID R. TUTHILL, JR.
Director

November 12, 2008

ROBERT V NEAR
PATRICIA NEAR
PO BOX 630
ATHOL ID 83801

RE: Application for Permit No 95-9547

Dear Applicant(s):

The Department of Water Resources acknowledges receipt of your water right application. Please refer to the above referenced number 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 November 20 & 27, 2008. Submittal of protests to this application will be allowed for a period ending ten days after the second publication.

If the application is protested you will be sent a copy of the protest(s). 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, it will be forwarded to our State Office in Boise for final processing. The State Office will notify you of any action taken on the application and will send you a copy of the permit if approved. A typical processing time for an unprotested application is about eight to twelve weeks.

Please feel free to contact this office if you have any questions.

Sincerely,

Keith E. Franklin
Senior Water Resource Agent

Ball, Dianne

From: Ball, Dianne
Sent: Wednesday, November 12, 2008 2:57 PM
To: Legal Notices-CdA Press; Legal Notices-CdA Press Glenda Jefferson
Subject: Legal notice for publication November 20 and 27, 2008 - 95-9543,95-9546 & 95-9547
Attachments: CoverLetter 11-12-08 CdA e-mail 95-9543,46,47.doc; LegalNotice 11-12-08 CdA e-mail 95-9543,46,47.doc

Good afternoon, ladies,

Attached is our cover letter requesting publication of a legal notice on November 20 and 27, 2008. The legal notice is also attached.

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

If you have ANY questions, please call me or reply to this e-mail.

Thanks for all your great help.

Have a wonderful evening.

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

11/12/2008



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

C.L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR
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

Thanks, Dianne

November 12, 2008

KERRY TUCKER & GLENDA JEFFERSON
LEGAL NOTICE DEPARTMENT
COEUR D ALENE PRESS
201 N 2ND
COEUR D ALENE ID 83814

RE: Application for Permit No. 95-9543, 95-9546 and 95-9547

Dear Kerry and Glenda:

Enclosed you will find a legal notice which we wish to have published in your newspaper on the dates indicated, November 20 and 27, 2008, (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 12/08/2008. Your cooperation is VERY GREATLY appreciated.

Sincerely

Dianne

Dianne Ball
Administrative Assistant

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

95-9543

JEFF CARMAN

JACQUELYN CARMAN

15872 N SHENANDOAH DR

HAYDEN ID 83835

Point of Diversion L6(NWSW) S34 T52N 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: 10/22/2008

Place Of Use: DOMESTIC

T52N R03W S34 NWSW Lot 6

Remark: Domestic use is for 1 home.

95-9546

CHARLES DEAN BOUTTU

DONA G BOUTTU

PO BOX 266

ATHOL ID 83801

Point of Diversion SWSE S5 T53N R03W KOOTENAI CO

Source GROUND WATER

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

Total Diversion: 0.04 CFS

Date Filed: 10/29/2008

Place Of Use: DOMESTIC

T53N R03W S5 SESE

Remark: Domestic use is for 1 home.

95-9547

ROBERT V NEAR

PATRICIA NEAR

PO BOX 630

ATHOL ID 83801

Point of Diversion SWSE S5 T53N R03W KOOTENAI CO

Source GROUND WATER

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

Total Diversion: 0.04 CFS

Date Filed: 10/29/2008

Place Of Use: DOMESTIC

T53N R03W S8 NWNE

Remark: Domestic use is for 1 home.

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 Resource, 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 12/08/2008. The protestant must also send a copy of the protest to the applicant.

DAVID R. TUTHILL, JR., Director

Published on 11/20 & 27/2008