

DEV

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
PD 96-0009					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Sandpoint Water & Light Co. Ltd.
4. New Owner/Claimant(s) City of Sandpoint
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 1123 Lake St
- City, State and ZIP Code Sandpoint ID 83864
- New Telephone Number (208) 263-3407
5. Date you acquired the property 3-12-1918

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Raymond B. Miller
MAYOR

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by *[Signature]*
 Receipted by *[Signature]*
 Processed by _____

Date 7/24/06
 Date 7/24/06
 Date _____

Fee \$25
 Receipt No. N 017770
 WR _____ Date _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

INSTRUCTIONS FOR FILING
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED
JUL 24 2006
IDWR/North

This form has been prepared to assist all claimants and owners of water rights to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. All claimants and owners of water rights are required to notify the Department of Water Resources (IDWR) of any change in mailing address or change in ownership of all or part of a water right. In addition, all purchasers of water rights within a pending general adjudication area must inquire whether a notice of claim has been filed and, if not, shall file a notice of claim if necessary.

Effective July 1, 2000, the Idaho Legislature amended Section 42-248, Idaho Code to include a provision for fees to file a Notice of Change in Water Right Ownership. Please see details at Item 8, below, to determine if fees are required for your filing.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

1. If there are water rights associated with the property, **the seller should be able to provide you with the water right or adjudication claim number(s).** Please enter the number(s) at **Item 1.** Corresponding water right and adjudication claim numbers should be listed next to each other on the form. You may have purchased only a portion of the water right(s) held by the seller. If so, the water right(s) held by the seller may need to be "split" to provide you your share of each right. Indicate if a split is required by checking in the space provided next to each water right.

If you receive water from a municipal provider, an irrigation district or other water delivery organization, where the water rights are held by the organization, please do not use this form to record a change. You may need to contact the water delivery organization to determine if any action is necessary.

If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If adjudication claims for the rights are required and have not been filed, IDWR will so advise you.

2. The information described at **Item 2** is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. **Do not** obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner/claimant(s) of the water right(s) at **Item 3.**
4. The name, mailing address, and telephone numbers of the new owner/claimant(s) is entered at **Item 4.** Please indicate the relationship between multiple owners by using the connector "and", "or", or "and/or." If an "and" is used, all parties must sign this form. If an "and/or" or "or" is used, all parties may sign; however, only one of the named parties is required to sign.
5. At **Item 5**, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.

6. You may have purchased only a portion of the water right(s) held by the seller. If this change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. For each water right requiring a split between owners, fill in the appropriate spaces in the box(es) at **Item 6**. Copy the page as many times as necessary to fully describe each water right after the change. Include documentation as necessary to describe nonstandard agreements or arrangements regarding division of the water right(s). **If the water right(s) will not be split, skip Item 6 and go to Item 7.**
7. The new owner(s) must sign the form in the space(s) provided at **Item 7**. If an "and" connector is used at Item 4, all parties must sign this form. If an "and/or" or "or" connector is used, all parties may sign; however, only one of the named parties is required to sign. If someone other than the owner signs the notice, evidence of authority to sign for the owner must be attached. If the new owner is a corporation or other organization, the person signing the notice must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.
8. The Legislature has waived the fee to file a Notice of Change in Water Right Ownership for any water right pending in a general water right adjudication such as the Snake River Basin Adjudication. This waiver ends when a partial decree is issued for the water right that has been claimed. For water rights not pending in a general adjudication, the filing fee is \$25 per water right, except for those water rights which will be divided as a result of the change in ownership. The filing fee for division of a water right is \$100 per water right to be divided. When complete, you should retain a copy and return the original form to the IDWR office nearest you:

*Idaho Dept
Water Resources*

IDWR Northern Region
1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814-2615
(208) 769-1450

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

RECEIVED

JUL 24 2006

IDWR/North

30-3400-40420
[Signature]

ENTERED JUL 15 2006

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 96-9

WATER RIGHT NUMBER: 96-9

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	SANDPOINT WATER & LIGHT CO

Priority Date: 09/26/1903 , ZZ

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
LITTLE SAND CREEK	SAND CREEK

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
MUNICIPAL	01/01 to 12/31	10.000 CFS	
	<u>Total Diversion:</u>	10.000 CFS	

Location of Point(s) of Diversion

LITTLE SAND CREEK NE1/4 Sec. 4, Twp 57N, Rge 02W, B.M.

BONNER County

Place of Use

Conditions of Approval:

1. X60 Place of use is located within the city of Sandpoint.
2. Municipal use includes power and domestic uses.

Remarks:Comments:

1. PSKAGGS 1/31/2001 Decree

Comment: Right 96-9 was decreed on 12-03-1909 based on previous license 96-2001 (old #230) as a result of a court case between Sandpoint Water & Light Co. as plaintiff and Panhandle Smelting Co Limited as the defendant.

Dates and Other Information:

Licensed Date:
 Decreed Date: 12/3/1909
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 State or Federal:
 Owner Name Connector:
 Water District Number:
 Generic Max Rate Per Acre:
 Generic Max Volume Per Acre:
 Decree Defendant: Panhandle Smelting Co, Ltd
 Decree Plaintiff: Sandpoint Water & Light Co
 Civil Case Number:
 Judicial District: Eighth District
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Carey Act Number:
 Mitigation Plan: False

Combined Use Limits:Water Supply Bank:

CHAPTER 2

Existing Water Supply and Treatment System

This chapter summarizes existing City of Sandpoint (City) water rights and describes the existing City water treatment facilities.

2.1 Existing Water Rights

2.1.1 Sand Creek Water Rights

Water Right No. 96-0009

On September 26, 1903, William G. Malloy applied for water rights to use 20 cubic feet per second [(ft^3/s) ; 8,976 gallons per minute (gpm)] from Schweitzer Creek and the west branch of Sand Creek (Little Sand Creek). On September 29, 1903, the State of Idaho issued Permit No. 230 to Mr. Malloy. Permit No. 230 included requirements to complete a diversion structure by September 29, 1908, and show beneficial use by September 29, 1912. On March 15, 1904, Mr. Malloy transferred all his rights, title, and interest in Permit No. 230 to Sandpoint Water and Light Company (SWLC). On September 15, 1908, SWLC proved completion of an adequate diversion structure for $10 \text{ ft}^3/\text{s}$ (4,488 gpm) of the west branch of Sand Creek. On October 14, 1908, SWLC proved beneficial use of the water. On that same date, the State granted SWLC Water License No. 230 for $10 \text{ ft}^3/\text{s}$ with a priority date of September 26, 1903. Water License No. 230 became Water Right 96-2001 under a new naming convention. On December 3, 1909, a judge decreed the Water Right to SWLC. When the City assumed control of the water treatment plant on Little Sand Creek, the City also assumed the SWLC's water right. That right, decreed as Water Right No. 96-0009, is still active, although it is still in the name of the SWLC. The City now legally controls Water Right No. 96-0009, thus it is recommended that the City formally apply for transfer of this right to its name.

Water Right No. 96-9189

On April 7, 2005, the State of Idaho granted Water Right No. 96-09189, with priority date of June 30, 2004, to the City for $0.3 \text{ ft}^3/\text{s}$ from Sand Creek for the purpose of irrigating 4.55 acres of land in the City adjacent to US 95. The water right is valid only from April 1 to October 31. The City has one year to begin construction of irrigation facilities and must prove beneficial use before April 1, 2008.

2.1.2 Lake Pend Oreille Water Rights

Water Right No. 96-4180

The City has a statutory claim (Water Right No. 96-4180) for $5.89 \text{ ft}^3/\text{s}$ (2,644 gpm) water from Lake Pend Oreille for municipal purposes, with priority date of June 1, 1908.

RECEIVED
JUL 24 2006
IDWR/North

Indexed 41741

TRANSFER OF
SANDPOINT WATER SYSTEM
FROM
SANDPOINT WATER & LIGHT CO. LTD
TO
CITY OF SANDPOINT

Recorded June 19, 1918 at 11:10 a.m.
In Book 3, Bills of Sale, page 113

KNOW ALL MEN BY THESE PRESENTS, that Sandpoint Water & Light Company, Limited, a corporation organized and existing under and pursuant to the laws of the State of Washington, authorized to do and transact business in the State of Idaho, and doing business at Sandpoint, Idaho, party of the first part, for a valuable consideration to it in hand paid by the City of Sandpoint, a municipal corporation, party of the second part, does hereby sell, assign, transfer and set over unto the said party of the second part, all of the following described personal property, goods, chattels, franchises, rights, claims, demands, choses in action, and effects, to-wit;

That certain water-right granted by the State of Idaho under the title of Water License No. 230, dated September 26th, 1903, to William G. Malloy and by him assigned to party of the first part:

That certain franchise granted by the Board of County Commissioners in and for Kootenai County, State of Idaho, to Sandpoint Water & Light Company, Limited, the transcript of the abstract thereof being recorded in Commissioners' Journal No. 1 of Bonner County Records at page 113; and also those certain franchises granted by the Board of County Commissioners in and for Bonner County, State of Idaho, to Sandpoint Water & Light Company, Limited, the abstract of said franchises being recorded in Commissioners' Journal No. 1 of Bonner County Records at pages 290 and 311; together with all rights easements and privileges acquired by virtue of said franchises; also

That certain franchise granted by the village of Sandpoint, known as Ordinance No. 34, granted to Jerome L. Drumheller and William G. Malloy, their associates, successors and assigns, and by them assigned and transferred to party of the first part; also

All buildings, water-rights, reservoirs, wells, machinery, structures, equipment, books of record, maps, office furniture and equipment and necessary account books now used in connection

with the business of the company and all fixtures, tools, motors, and appliances; and all water pipes, pipe lines, hydrants and all other apparatus now owned and used in connection with the operation of the water system conducted by the party of the first part at Sandpoint, Ponderay, Kootenai and the vicinity, it being the intention of the parties to this agreement to transfer to party of the second part all its right, title, estate and interest in all property being used in connection with the operation of said water system conducted by party of the first part in Bonner County, Idaho, together with the appurtenances; also

All contracts, and contractual rights of every kind whatever belonging to the party of the first part for the maintenance, operation, furnishing water or service, and all meters and meter deposits, and all contracts for future business of every kind and character of, in, or in any manner concerning the plant, or the conduct of the business of furnishing water to the city, and the inhabitants of the city of Sandpoint, Idaho, the city of Sandpoint to assume and bear all the burdens of all such contracts and to receive all the benefits thereof as to any business done, or to be done, after the 11th day of June, 1918, including the repayment of deposits formerly made to cover the installation of meters, and now unpaid, the balance due upon such deposits on the 11th day of June 1918, having been paid to the city of Sandpoint by the said Sandpoint Water & Light Company, Limited; also

All and singular property, appliances, and rights of the said Sandpoint Water & Light Company used in connection with, appurtenant to, in any manner whatsoever forming a part of the water and light system heretofore owned by the said Sandpoint Water & Light Company, Limited; and

That the purpose hereof is that the said city of Sandpoint shall, and does acquire the said business of the party of the first part herein as a complete going business, in order that it may and will conduct and maintain the said business in the future

as its own business as successor in interest of the party of the first part herein, and shall have all the appliances and appurtenances in any manner appertaining thereto, and shall bear all the burdens of such business then existing or accruing, or to accrue, after the 11th day of June, 1918.

To Have And To Hold the said above described property and property rights unto the said city of Sandpoint, and to its successors and assigns forever.

IN WITNESS WHEREOF, the said Sandpoint Water & Light Company Limited, has caused this instrument to be executed by its president and secretary and its corporate seal hereto affixed the day and year first above written.

SANDPOINT WATER & LIGHT COMPANY, LIMITED.

By

Jerome L. Drumheller
President.

ATTEST:

E. Keller
Secretary.

STATE OF WASHINGTON)
COUNTY OF SPOKANE)

On this 13th day of June, 1918, before me Her Campfield
a Notary Public in and for the county and state aforesaid, personally appeared Jerome L. Drumheller and E. A. Keller known to me to be respectively the president and secretary of Sandpoint Water & Light Company, Limited, the corporation whose name is subscribed to the above and foregoing instrument and acknowledged to me that said corporation executed the same.

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

Her Campfield
Notary Public for Washington, residing at Spokane, Washington.

VOORHEES
&
CANFIELD



Indexed 41695

QUIT CLAIM DEED
FROM
SANDPOINT WATER & LIGHT CO. LTD
TO
CITY OF SANDPOINT

Recorded June 11, 1918 at 4:50 p.m.
Book 34 of Deeds on page 150

THIS INDENTURE, Made this 11th day of June 1918, between Sandpoint Water & Light Company, Limited, a corporation organized and existing under and by virtue of the laws of the state of Washington, party of the first part, and the City of Sandpoint, a municipal corporation in Bonner County, State of Idaho, party of the second part.

WITNESSETH, That the said party of the first part for and in consideration of the sum of ninety-eight thousand dollars (\$98,000.) lawful money of the United States of America, to it in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever quitclaim unto the said party of the second part and to its successors and assigns forever all the following described property situated in the County of Bonner and State of Idaho, to-wit:

Lots two (2), three (3), five (5) and eight (8), in Section Four (4), Township Fifty-seven (57) North, and the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-six (26) Township Fifty-eight (58) North, all in Range two (2) W.B.M.

That certain water-right granted by the State of Idaho under the title of Water License No. 230, dated September 26, 1903, to William G. Malloy and by him assigned to party of the first part:

That certain franchise granted by the Board of County Commissioners in and for Kootenai County, State of Idaho, to Sandpoint Water & Light Company, Limited, the transcript of the abstract thereof being recorded in Commissioners' Journal No. 1 of Bonner County Records at page 113; and also those certain franchises granted by the Board of County Commissioners in and for Bonner County, State of Idaho, to Sandpoint Water & Light Company, Limited, the abstract of said franchises being recorded in Commissioners' Journal No. 1

of Bonner County Records at pages 290 and 311: together with all rights easements and privileges acquired by virtue of said franchises; also

That certain franchise granted by the village of Sandpoint, known as Ordinance No. 34, granted to Jerome L. Drumheller and William G. Malley, their associates, successors and assigns, and by said grantees assigned and transferred to party of the first part; also

All buildings, water-rights, reservoirs, wells, machinery, structures, equipment, books of record, maps, office furniture, and equipment and necessary account books, used in connection with the business of the company, fixtures, tools, meters, appliances and all water pipes, pipe lines, hydrants and all other apparatus now owned and used in connection with the operation of the water system conducted by the party of the first part at Sandpoint, Ponderay, Kootenai and the vicinity, it being the intention of the parties of this agreement to transfer to party of the second part all its right, title, estate and interest in all property used in connection with the operation of said water system conducted by party of the first part in Bonner County, Idaho, together with the appurtenances; also

All easements and rights of way acquired by party of the first part in any manner whatsoever, including all rights acquired by user or otherwise wherever located and used in the operation of said water system, and particularly all rights, privileges and easements in and to the rights of way occupied by any portion of the above described water system over and across any of the following described lands in Bonner County, Idaho, to-wit:

Lot Four (4) Section Four (4); Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) Section Four (4); Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) Section Three (3); West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) Section Three (3); West Half of

of the Northwest Quarter ($W\frac{1}{2}$ $NW\frac{1}{4}$) Section Ten (10); East Half of the Northeast Quarter ($E\frac{1}{2}$ $NE\frac{1}{4}$) Section Nine (9); East Half of the Southeast Quarter ($E\frac{1}{2}$ $SE\frac{1}{4}$) Section Nine (9); Northeast Quarter ($NE\frac{1}{4}$) of Section Sixteen (16); Southeast Quarter ($SE\frac{1}{4}$) of Section Sixteen (16); Southwest Quarter ($SW\frac{1}{4}$), and the Southwest Quarter of Southeast Quarter ($SW\frac{1}{4}$ $SE\frac{1}{4}$) and Northeast Quarter of Northeast Quarter ($NE\frac{1}{4}$ $NE\frac{1}{4}$) of Section 15; Northeast Quarter ($NE\frac{1}{4}$) of Section 11; North Half of Section 12; Lot one (1) in Section 14; all in Township Fifty-seven (57) North Range Two (2) West B.M.

Also, all rights, privileges and easements acquired by party of the first part by grant or otherwise from the Northern Pacific Railway Company, to maintain any portion of its water system on the right of way of said Northern Pacific Railway Company, at or near Sandpoint, Idaho, or at or near the villages of Ponderay or Kootenai in Bonner County, Idaho, or over and across any other land of the Northern Pacific Railway Company.

All of said property, however, subject to the terms and conditions of a certain trust deed executed by party of the first part herein, in favor of Union Trust Company of Spokane, Washington, given to secure a bond issue amounting to forty-two thousand (\$42,000.) dollars bearing interest at the rate of five and one-half ($5\frac{1}{2}\%$) per cent per annum, payable on the 1st day of May and the 1st day of November of each year, said trust deed being recorded in Volume 15 of Mortgages on page 65 of Bonner County Records, which principal indebtedness of forty-two thousand dollars (\$42,000.) with interest thereon according to the terms and provisions of said bonds, from May 1, 1918, the City of Sandpoint, party of the second part, assumes and agrees to pay.

Together with all the estate, right, title and interest in and to all of said property as well in law as in equity of the said party of the first part.

IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be executed by its president and secretary and its corporate seal hereto affixed the day and year first above written.

SANDPOINT WATER & LIGHT COMPANY, LIMITED.

By

Jerome L. Drumheller
President.

ATTEST:

E. Keller
Secretary.

STATE OF WASHINGTON }

COUNTY OF SPOKANE }

On this 11th day of June, 1918, before me H. W. Canfield
a Notary Public in and for the county and state aforesaid, personally appeared Jerome L. Drumheller and E. Keller
known to me to be respectively the president and — secretary
of Sandpoint Water & Light Company, Limited, the corporation whose
name is subscribed to the above and foregoing instrument and acknowledged to me that said corporation executed the same.

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

H. W. Canfield
Notary Public for Washington, residing at Spokane, Washington.

**RESOLUTION
OF
BOARD OF TRUSTEES
SANDPOINT WATER & LIGHT CO LTD**

JUNE 10, 1918

**AUTHORIZING
EXECUTION OF
QUIT CLAIM DEED
TO
CITY OF SANDPOINT**

CERTIFIED COPY
OF A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SANDPOINT WATER & LIGHT COMPANY, LTD.
A CORPORATION. (25)

At a Special meeting of the Board of Trustees of Sandpoint Water & Light Company duly and regularly held pursuant to notice at the offices of said Company at No. 401 Columbia Bldg., Spokane, Washington, on the 10th day of June 1918 at ten o'clock P. M. there being present at said meeting the following trustees, to-wit:

JEROME L. DRUMHELLER

S. A. CHILD

D. W. HENDERSON

The same being all the Trustees of the Company and a quorum, the following business was transacted.

The meeting was called to order by the president, Jerome L. Drumheller, who presided. The president appointed E. Keller to act as secretary pro tem. The resignation of H. J. Gibbon, as trustee and secretary of the corporation having been heretofore presented to the president and accepted by him the same was presented to the trustees and on motion moved and seconded said resignation was unanimously accepted and E. Keller was unanimously elected as trustee to fill the vacancy so created.

Then followed with the resignation of Fred Drumheller, as trustee, dated December 22, 1917, being presented on motion moved and seconded said resignation was unanimously accepted and Grace Child Drumheller unanimously elected as trustee to fill the vacancy so created, and thereupon joined the meeting. Moved, seconded and unanimously carried that E. Keller be elected secretary of this corporation to fill the vacancy as secretary caused by the resignation of H. J. Gibbon.

mously adopted, all present voting therefor;

WHEREAS, a contract in writing was made and entered into on the 12th day of March, 1918, by and between Sandpoint Water & Light Company, Limited, and the City of Sandpoint, County of Bonner, State of Idaho for the sale of the property of Sandpoint Water & Light Company, Limited, therein specified to said city of Sandpoint,

RESOLVED, That Sandpoint Water & Light Company do sell and convey unto the city of Sandpoint, Bonner County, Idaho, by quitclaim deed of conveyance, the entire water system, plant, equipment, lands, franchises, rights of way and easements, by Sandpoint Water & Light Company, Limited, held, owned, used or enjoyed or occupied in the maintenance and operation of its water system at Sandpoint, Idaho, and Kootenai or Ponderay, Idaho, and the vicinity thereof, including pipe lines, dams, and real estate, books of record, maps, office furniture, and equipment and necessary account books used in connection with the business of the Company. The lands referred to herein are Lots two (2), three (3), five (5), and eight (8) in section four (4), township fifty-seven (57) North, and the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section twenty-six (26) Township fifty-eight (58) North, all in Range two (2), W. B. M.

That said sale and transfer shall be made in consideration of ninety eight thousand (\$98,000.) dollars to be paid in cash at the delivery of the deed and shall be subject to a mortgage of forty-two thousand (\$42,000.) dollars bearing interest at five and one-half per cent (5 $\frac{1}{2}$ %) per annum payable semi-annually on the first of November and May of each year, which said mortgage is recorded in book fifteen (15) of mortgages at page sixty-five (65) in the office of the County Recorder of Bonner County, Idaho.

That the president and secretary of Sandpoint Water & Light Company, Limited be and hereby are authorized and directed to make and execute a quitclaim deed in the name of Sandpoint Water & Light Company, Limited, for the property herein authorized to be sold, and to deliver said deed to the City of Sandpoint upon the receipt of the said payment of ninety-eight thousand (\$98,000.) dollars, less the deductions therefrom provided for in the said contract of March 12, 1918.

There being no further business the meeting was adjourned.

J. L. Drumheller
President.

E. Keller
Secretary.

I, the undersigned, Secretary of the Sandpoint Water & Light Company, do hereby certify that the foregoing is a true and correct copy of a resolution of the Trustees of the Sandpoint Water & Light Company, Limited, adopted by them at the monthly meeting duly held on the 10th day of June, A. D., 1918, as the same now appears of record on the books of the company.

E. Keller
Secretary.

Subscribed and sworn to before me, this 10th day of

June A. D., 1918.

H. W. Langford
Notary Public in and for the State
of Washington, residing at Spokane,
Washington.

AGREEMENT
BETWEEN
SANDPOINT WATER & LIGHT CO, LTD
AND
CITY OF SANDPOINT

TO SELL
FOR \$140,000
(\$98,000 PAYMENT; \$42,000 MORTGAGE)

WATER SYSTEM
AT
SANDPOINT, KOOTENAI AND PONDERAY
(AND VICINITY THEREOF)

LOTS 2, 3, 5, 8, S4, T57N, R2WMB
AND
SW 1/4 OF SW1/4 S26, T58N, R2WBM

SIGNED
_____ DAY OF MARCH, 1918
BY
JAMES S. DRUMHELLER, PRESIDENT, SANDPOINT WATER & LIGHT
AND
C.F. EWING, MAYOR, CITY OF SANDPOINT

THIS AGREEMENT, Made and entered into this _____ day of March, 1918, by and between SANDPOINT WATER & LIGHT CO., LTD., a corporation organized and existing under and pursuant to the laws of the State of Washington, authorized to do and transact business in the State of Idaho and doing business at Sandpoint, Idaho, the party of the first part, and the CITY OF SANDPOINT, a municipal corporation, by its Mayor and Clerk, thereunto lawfully authorized, the party of the second part; WITNESSETH:

1. That the party of the first part agrees to sell and convey and the party of the second part agrees to purchase, receive and pay for the property hereinafter named at the time and in the manner hereinafter specified, and for the considerations hereinafter named, to-wit: For the consideration of One Hundred Forty Thousand (\$140,000.00) Dollars the party of the first part will sell, assign and transfer, by quit-claim deed and instruments of quit-claim, to the party of the second part the entire water system, plant, equipment, lands, franchises, rights of way and easements by it held, owned, used or enjoyed or occupied in the maintenance and operation of its water system at Sandpoint, Idaho, and Kootenai and Ponderay, Idaho, and the vicinity thereof, including pipe lines, dams, and real estate, books of record, maps, office furniture and equipment, and necessary account books used in connection with the business of the company. The lands referred to herein are Lots Two, Three, Five and Eight (2, 3, 5 & 8) in Section Four (4), Township Fifty-seven (57) North, and the Southwest Quarter

of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty-six (26), Township Fifty-eight (58) North, all in Range Two (2) W. B. M.

2. The party of the first part agrees that there may be deducted from said amount the proportionate amount of the annual taxes of the party of the first part upon its system, to be computed in the ratio which the proportion of the year which shall have expired at the consummation of this sale and the payment of said money bears to the whole year, and the amount shall be computed as upon the taxes assessed against the property of the first party for the year 1917, all 1917 taxes to be paid by the party of the first part.

3. The property agreed to be conveyed is subject to a mortgage of Forty-two Thousand (\$42,000) Dollars, bearing interest at five and one-half (5 $\frac{1}{2}$ %) per cent per annum, payable semi-annually on the first of November and May of each year, which said mortgage is recorded in Book 15 of Mortgages at page 65, in the office of the County Recorder of Bonner County, Idaho. The party of the first part shall bear the accrued interest upon said mortgage to the date of final payment by the party of the second part herein, and the amount of said interest shall be deducted from the amount to be paid to the party of the first part.

4. The consideration to be paid to the party of the first part will be the sum of Ninety-eight Thousand (\$98,000) Dollars, lawful money of the United States, less interest and taxes as hereinbefore recited, and the party of the second part assumes and agrees to pay and discharge as they become due the principal and interest secured by the mortgage of Forty-two Thousand (\$42,000.00) Dollars hereinbefore recited.

5. The party of the first part shall have and receive, and retain for its own use and benefit all receipts, revenues and income of the said water system, paid, due or to become, due to and including the date of said transfer and payment of said money, together with any sums due upon account, money or cash in banks, or indebtedness or choses in action, now or then existing, save and except as hereinafter specifically set forth with relation to the claims existing between the parties hereto; PROVIDED, that no water rentals paid in advance to any date beyond the end of the month, in which the full and final payment of the purchase price herein named is made, shall be kept or retained by the party of the first part, and the amount of any such water rentals paid in advance beyond the end of said current month shall be repaid to the party of the second part. 6. The party of the second part agrees to immediately call an election for the purpose of authorizing the purchase of said water system and the issuance and sale of bonds for the purchase thereof, said election to be called and held not later than the 1st day of May, 1918, and the payment herein agreed to be made on or before the 1st day of July, 1918.

7. If at said election so held and conducted the issuance of said bonds shall be defeated, this contract shall immediately terminate and become null and void; PROVIDED, further, that in the event said bonds shall be authorized, if the party of the second part fails to pay the purchase price on or before July 1, 1918, this contract shall in that event

be and become null and void and of no force and effect.

8. There being now pending in the Supreme Court of the State of Idaho an action wherein the party of the first part is appellant and the party of the second part respondent, involving the right to collect water hydrant and other rental from the city, and there being in dispute water hydrant and other rentals accruing and to accrue, this agreement shall in no way affect the prosecution of said appeal or the termination thereof, or the right of the plaintiff to sue or collect for any of said sums alleged to be due; PROVIDED, however, that in the event of the consummation of this purchase and the payment of the purchase price herein, each party hereto shall waive all costs accrued or to accrue in said action, and upon payment of the purchase price named herein said action shall be immediately terminated, and upon the receipt of said money the parties hereto shall each waive any and all claims with relation to said water hydrant or other rentals or moneys, and the payment of the said sum and the receipt thereof shall constitute a mutual waiver, in full, final and complete settlement of all claims or demands of whatsoever kind or nature due from either of said parties to the other.

10. This agreement shall not be, nor shall the rights nor benefits thereof, be assignable by the party of the second part to any other party, person, firm or corporation whatsoever, and is made for the sole purpose of consummating the sale to the City of Sandpoint.

IN WITNESS WHEREOF, the party of the first part has caused its corporate name to be hereunto subscribed and its

corporate seal affixed by its duly authorized officer, and the party of the second part has caused its corporate name to be hereunto subscribed and its corporate seal affixed by its duly authorized Mayor and Clerk, the day and year herein first above written.

SANDPOINT WATER & LIGHT CO., LTD.,

ATTEST:

By

James L. Drumheller
President

W. S. Anderson
Asst Secretary

CITY OF SANDPOINT,

ATTEST:

BY

C. F. Fanning
Mayor

Myron Davis
City Clerk

SD