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DEED

FOR VALUE RECEIVED, SCHWEITZER LAND CO., INC.

a corporation duly organized and existing under the laws of the State of Idaho, grantor, does hereby Grant, Bargain, Sell and Convey unto MELVYN J. BAILEY, a single man

grantee whose current address is 206 Broadmoor Street, Richland, Washington

the following described real estate, to-wit:

Lot 1, Block 1, First Addition to Schweitzer Basin Village, according to the Plat thereof, recorded in Book 3 of Plats, Page 21, records of Bonner County, Idaho.

The tract designated as the "Water Tank Site" lying North of Lot 5, Block 1 and South of Lot 16, Block 1, all being in First Addition to Schweitzer Basin Village, according to the Plat thereof, recorded in Book 3 of Plats, Page 21, records of Bonner County, Idaho.

That portion of Lots 9 and 10, Block 1, Second Addition to Schweitzer Basin Village, according to the Plat thereof, recorded in Book 3 of Plats, Page 53, records of Bonner County, Idaho, lying North of the presently existing roadway.

That portion of the Southeast Quarter of Section 20, Township 58 North, Range 2 West, Boise Meridian, Bonner County, Idaho, lying South of First Addition to Schweitzer Basin Village, according to the Plat thereof, recorded in Book 3 of Plats, Page 21, records of Bonner County, Idaho, and lying North of the following described line:

Beginning at the South quarter corner of said Section 20; thence North 00°07'06" East, 197.80 feet to the TRUE POINT OF BEGINNING; thence South 88°17'10" East, 105.09 feet; thence North 71°53' East, 60 feet; thence South 44°07' East, 70 feet; thence North 45°53' East, 50 feet; thence North 70°50'06" East, 201.86 feet; thence North 41°37'11" East, 85 feet; thence North 74°56'49" East, 435.72 feet; thence South 80°07'06" East, 60 feet; thence South 88°02'38" East, 503.34 feet; thence South 88°02'38" East, 67.58 feet; thence South 77°42'14" East, 316.39 feet; thence South 63°15'14" East, 100.09 feet; thence South 75°15'45" East, 92.93 feet; thence North 86°30'33" East, 207.72 feet; thence North 78°23'03" East, 437.35 feet to the terminus of said line;

ALSO that property to be vacated on Alpine Way and Mogul Hill Road; and all of the remainder of the SE 1/4 of Section 20, Township 58 North, Range 2 West, Boise Meridian except the platted lands and that property described by metes and bounds or by tax numbers. SUBJECT TO: Matters of record.

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantee heirs and assigns forever

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its Secretary this

SCHWEITZER LAND CO., INC.

By _____
Roland L. Fowler PRESIDENT.

ATTEST:

_____
Dorothy M. Fowler SECRETARY.

STATE OF IDAHO, WASHINGTON

On this 25th day of August, 19 89 before me, a Notary Public in and for said State, personally appeared Roland L. Fowler and Dorothy M. Fowler, known to me to be the President and Secretary of the corporation that executed the instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.

JOHN F. CAMPBELL NOTARY PUBLIC STATE OF WASHINGTON

_____
Notary Public residing at Spokane, Washington
Comm. Expires 6/9/92

FILED FOR Security Title
AT ___ M. OF
FEE 3.00
'89 AUG 31 AM 11 28
BONNER COUNTY, IDAHO
DEP.

Mail to John F. Campbell
W. 111 Riverside Ave. Suite 310

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DEC 29 1999

Affidavit of Publication

STATE OF IDAHO, } ss.
County of Bonner, }

L. E. Pietsch being first duly sworn on oath deposes and says that he is Publisher of The Sandpoint News-Bulletin, a weekly newspaper printed and published at Sandpoint, Bonner County, Idaho; that the said Sandpoint News-Bulletin has been continuously and uninterruptedly published in said Bonner County during a period of 18 months or 78 weeks prior to the first publication of the hereto attached notice for publication in the case of

Notice of Application for Water,

Grant F. Groesbeck and R.L. Fowler,

Spokane, Wash.

as it was published in the regular and entire issue of the said paper for a period of two consecutive weeks, commencing on the 22nd day of May, 1969, and ending on the 29th day of May, 1969, and that said notice was published in said newspaper, and not in supplemental form.

L. E. Pietsch

Subscribed and sworn to before me this 2nd day of May, 1969.

Clyde Goatl
Notary Public for Idaho,
Residing at Sandpoint, Idaho.

NOTICE OF APPLICATION FOR WATER

Notice is hereby given that Grant F. Groesbeck and R. L. Fowler, 9309 E. Trent, Spokane, Washington has on April 24, 1969 applied for permit under application No. 96-7032 to divert .30 cubic feet per second of water from the springs, tributary of Schweitzer Creek. Water will be diverted by dam and diversion box within the SW¼SE¼, Sec. 20, T. 58 N, R. 2 W, B. M., Bonner County and is to be used from January 1 to December 31 for domestic purposes in the SE¼ Sec. 20, T. 58N, R. 2W, B.M. Any protest against this application must be filed with the Department of Reclamation within ten days from the last date of publication of this notice.

R. KEITH HIGGINSON
State Reclamation Engineer

Published in the Sandpoint News-Bulletin, Sandpoint, Idaho, on May 22 and May 29, 1969.
M22-29

78

96-7032

bill submitted 6-5-69

Form 42-248/42-1409(6) March 26,1999

RECEIVED
OCT 1 1999
DEPARTMENT OF WATER RESOURCES

RECEIVED
SEP 24 1999
IDWR/North

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s).: WR 0749 N P

   Adjudication Claim No(s).: 96-07032

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

   A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**

   AND

   B. **PLAT OF PROPERTY** or **SURVEY MAP** showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)

   OR

   C. If your water right or adjudication claim 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: R.L. FOWLER GRANT F. GROESBECK
   W 3513 Smythe Rd. Spokane Wa. 99204

4. New Owner/Claimant(s): MELVYN J. BAILEY (Schweitzer Basin Water Co.)
   Name Connector (Check one): [ ] and, [ ] or, [X] and/or

   New Mailing Address: P.O. Box 772

   City, State and ZIP Code: SAGLE Id. 83860

   New Telephone Number: (208) 265-8953

5. Date you acquired the property: AUGUST 25, 1989

6. **Did you acquire all of the former owner's property? If you did, skip this item and go to item 7.** If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below **only if the water right(s) or claim(s) need to be split between owners.** If necessary, attach additional pages. If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

   Number of acres you irrigate with this water right: -0- Number and type of stock: -0-

   Diversion rate in CFS: .270 Number of homes you acquired: -0- Other uses: FIRE PROTECTION

7. Signature of New Owner(s) or Claimant(s): Melvyn J. Bailey

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   Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.

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

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. Section 42-248 requires certain property holders to notify the Department of Water Resources (IDWR) of any change in mailing address or ownership of all or part of a water right record on file with IDWR. Section 42-1409(6) provides that new property owners must notify IDWR of any change in ownership of a water right during an adjudication of water rights. Required claims may be filed by a new owner.

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 these number(s) at **Item 1.** 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 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 of the water right and/or adjudication claim at **Item 3.**

4. The name, mailing address, and telephone number of the new owner(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 be purchasing only a portion of the total water right held by the seller. This means the water right held by the seller may be "split" to provide your share of the right in question. Be sure to include a description of the portion of the water right you have purchased at **Item 6.**

   Please provide as much detail as possible concerning your portion of the water right: include the number of homes you acquired, number of acres irrigated with your portion of the right, if it is more than 1/2 acre, type and number of stock if your portion of the right includes stockwater, etc. In the absence of information to the contrary, IDWR will assume the intent is to split the rights *proportionately.*

7. The new owner(s) must sign the form in the space(s) provided at Item 7. Corporations and other organizations must submit a list of directors or officers demonstrating the authority of the director or officer to sign the form.

8. There is no filing fee. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

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

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

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

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

ASSET PURCHASE AGREEMENT

* *

SCHWEITZER BASIN WATER COMPANY INCORPORATED

TO

MELVYN J. BAILEY

MICROFILMED
DEC 2 9 1999

INDEX

ASSET PURCHASE AGREEMENT

* *

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ASSET PURCHASE AGREEMENT

* * * * * * * * * * * * * * * * * * * *

THIS AGREEMENT is made this 25th day of August, 1989, by and between MELVYN J. BAILEY, a single person, residing at 206 Broadmoor Street, Richland, Washington (hereinafter referred to as "Buyer") and SCHWEITZER BASIN WATER COMPANY INCORPORATED, an Idaho corporation, with its principal place of business at Box 11185, Parkwater Station, Spokane, Washington 99211, and ROLAND L. FOWLER and DOROTHY M. FOWLER, husband and wife, with their residence at Route 1, Box 358, Spokane, Washington (hereinafter sometimes collectively referred to as "Sellers").

RECITALS:

1. WHEREAS, Schweitzer Basin Water Company Incorporated, is a purveyor of potable water suitable for domestic and commercial use at a ski resort known as Schweitzer Mountain Resort located in Bonner County, Idaho; and

2. WHEREAS, Schweitzer Basin Water Company Incorporated, is the owner of certain land, fixtures, equipment, water rights and easements used in providing water as aforesaid; and

3. WHEREAS, Roland L. "Jack" Fowler and Dorothy Fowler own one hundred percent (100%) of the outstanding stock of Schweitzer Basin Water Company, Incorporated; and

4. WHEREAS, by this Agreement, Sellers agree to sell, and Buyer agrees to purchase, all of the assets attributable to Schweitzer Basin Water Company Incorporated as more specifically defined herein.

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NOW, THEREFORE, in consideration of the foregoing and the respective agreements hereinafter set forth, the parties agree as follows:

5. Property to be Purchased. Subject to the terms and conditions of this Agreement, Buyer agrees to purchase and Sellers agree to sell all right, title and interest in the following assets of Schweitzer Basin Water Company Incorporated:

(a) The land containing, well, buildings and fixtures to be purchased is more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein.

(b) All fixtures and equipment to be purchased is more particularly described on Exhibit "B" attached hereto and by this reference incorporated herein.

(c) All rights to the exclusive use of the name Schweitzer Basin Water Company (or any variant thereof).

(d) The water rights to be purchased are more particularly described on Exhibit "C" hereto which by this reference is incorporated herein. Whether or not listed in Exhibit "C" hereto, it is the intent of this Agreement that all water rights, permits, licenses or applications associated with Schweitzer Basin Water Company Incorporated's water business at Schweitzer Mountain Resort, Bonner County, Idaho be transferred pursuant to this Agreement.

6. Purchase Price. The purchase price for the land, easements, buildings, well, fixtures and equipment is Two Hundred Ten Thousand Dollars ($210,000.00) in the specific

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Note Q: Are "Exhibits" attached?

amounts as set forth in Exhibits "A" and "B".

Although the assets purchased herein include the trade name Schweitzer Basin Water Company, and all water rights, licenses, permits and applications of Sellers, such rights constituting material parts of this Agreement, no value shall be assigned to said rights for any purpose.

7. Terms of Payment. The purchase price will be paid by Buyer's payment at closing of the sum of Twenty-five Thousand Dollars ($25,000.00) cash, with the balance of the purchase price One Hundred Eighty-five Thousand Dollars ($185,000.00) to be paid pursuant to the terms of a promissory note in the form which is attached hereto as Exhibit "D" and by this reference incorporated herein. Seller hereby acknowledges receipt of Two Thousand Five Hundred Dollars ($2,500.00) earnest money which shall be applied to the cash due at closing. Should this Agreement fail to close for any reason, Sellers agree to promptly refund to Buyer said earnest money.

Said Exhibit "D" promissory note shall be for a ten (10) year term payable in equal quarterly installments payable on February 1, May 1, August 1 and November 1 of each year, amortized over fifteen (15) years and bear interest on the unpaid principal balance at the rate of ten percent (10%) per annum, with the balance payable at the end of the ten (10) years. In the event Buyer desires not to make the balloon payment due in year ten (10) under the promissory note and refinancing of the amount of the balloon payment is not readily

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available to Buyer from financial institutions at less than thirteen and nine-tenths percent (13.9%) interest per annum for a term of five (5) years, Sellers agree to refinance the balance due hereunder pursuant to a promissory note (in similar form of Exhibit "D") for five (5) years at thirteen and nine-tenths percent (13.9%) interest per annum on the unpaid principal balance payable in equal quarterly installments during the term.

The land and buildings purchased shall be secured by a Deed of Trust in favor of Sellers the form of Exhibit "E" hereto which by this reference is incorporated herein.

8. Change of Seller's Name. On or before _____1, 1989, Seller, Schweitzer Basin Water Company Incorporated agrees to change its name to a name which deletes the words "Schweitzer Basin" from its corporate name.

9. Buyer's Conditions of Sale. The parties agree that Buyer's obligation to consummate the purchase of any assets pursuant to this Agreement is subject to the following conditions precedent, and that in any event, if any one of the following conditions is not completely satisfied, Buyer, at its option, may declare this Agreement and the transactions contemplated hereby null and void.

(a) Approval of Water Rights Transfer. As of the date of closing, Buyer will have received from all appropriate government agencies written preliminary approval of the transfer of Sellers' water rights, permits, licenses and applications to Buyer.

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(b) Assets Free and Clear of all Liabilities. As of the date of closing, the assets purchased pursuant to this Agreement shall be free and clear of any and all liens, encumbrances, security interests, any and all claims of any third parties of any nature and any other obligations of any nature, whether accrued, absolute, contingent, or otherwise, including without limitation tax liabilities due or to become due.

(c) Absence of Material Changes. From the date of this Agreement until the date of closing, there shall not have been any damage or destruction (whether or not covered by insurance) materially or adversely affecting the assets purchased pursuant to this Agreement or the value thereof.

(d) Realty, Plants and Equipment. On or before the date of closing, the Buyer shall be entitled to reinspect all the assets purchased herein to ensure that each is in good operating condition and/or repair. If Buyer finds such a situation does not exist, the parties agree to negotiate a reasonable reduction in the purchase price for any assets found not to be in good operating condition and/or repair. Any inspection or failure to inspect as provided for herein shall not diminish or release Sellers from any warranties or covenants made herein with respect to the condition of the assets to be purchased.

(e) Opinion of Sellers' Counsel. The Sellers shall have delivered to the Buyer an opinion of Sellers' counsel addressed to the Buyer and dated the date of closing, to the

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effect that: (i) Schweitzer Basin Water Company Incorporated is a corporation duly organized, existing in good standing under the laws of Idaho; (ii) this Agreement and the transactions contemplated hereby is a valid and binding obligation of Schweitzer Basin Water Company Incorporated in accordance with its terms; (iii) this Agreement and the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Seller, Schweitzer Basin Water Company Incorporated; (iv) as far as known to counsel, after reasonable investigation, there is no litigation pending or threatened or adverse claims against or relating to the assets being purchased herein which would impair the Sellers' ability and right to convey good and marketable title to said assets; and (v) the consummation of the transactions contemplated by this Agreement will not violate any provision of the Certificate of Incorporation or the Bylaws of the Schweitzer Basin Water Company Incorporated or so far as known to such counsel, after reasonable investigation, any agreements to which Schweitzer Basin Water Company Incorporated is a part or by which it is bound. Exhibit "E".

(f) Consent to Schweitzer Water Company Incorporated Trade Name. At closing, Sellers will execute a consent to Buyer's exclusive use of the term "Schweitzer Basin Water Company" or any variant thereof.

(g) Accounts. Sellers shall have provided to Buyer a listing of accounts of those individuals and businesses identifi-

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ed on Exhibit "G" hereto. Said listing shall include each customer's name, mailing address to which water bills are sent and the current status of each customer's account.

Sellers shall have provided to Buyer a listing of all individuals and businesses who, over the past three (3) years, have supplied services, materials, equipment or maintenance to Schweitzer Basin Water Company Incorporated.

(h) Legal Description. Sellers shall have provided an accurate to-scale detail map of that certain plat entitled "First Addition to Schweitzer Basin Village showing the location of all assets purchased (with the exception of spare parts of chemicals) including easements, lot lines and hookups to Exhibit "G" customers.

10. Representations and Warranties of Sellers. Sellers represent and warrant to Buyer:

(a) Absence of Liabilities. As of the date of closing, the assets purchased pursuant to this Agreement shall be free and clear of any and all deeds of trust, mortgages, pledges, conditional sales agreements, liens, encumbrances, security interests, liabilities and obligations of any nature, whether accrued, absolute, contingent, or otherwise, including, without limitation, tax liabilities due or to become due.

(b) Title to Properties. The Sellers as of the date of closing will have good an marketable title to all assets purchased pursuant to this Agreement.

(c) Realty, Plants and Equipment. All assets

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purchased pursuant to this Agreement are in good operating condition and repair.

(d) Contracts. The Sellers have no presently existing material contract or commitment with respect to the assets purchased pursuant to this Agreement other than to provide domestic and commercial water to those individuals and businesses listed on Exhibit "G" hereto which by this reference is incorporated herein.

(e) Litigation. There is no litigation or proceeding (at law or in equity or before any government instrumentality) pending or to the knowledge of the Sellers threatened affecting Sellers or the assets purchased pursuant to this Agreement.

(f) Disclosure. Neither the execution nor delivery of this Agreement nor the consummation of the transactions herein contemplated, including the documents and instruments, the execution of which is contemplated hereby, will conflict with or result in the breach of the terms, conditions and provisions of any agreement or instrument to which Sellers are a party or by which Sellers may be bound or constitute a default under any agreement or any judgment, order, writ, injunction or decree of any court or governmental body which contains any provision which could operate to impair the carrying out of this Agreement or any of the transactions contemplated hereby.

The assets (including water rights) to be conveyed pursuant to this Agreement provide sufficient quantity of potable water to supply one hundred percent (100%) of the

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requirements averaged over the past year of those domestic and commercial users listed on Exhibit "G" hereto. Seller is aware of no condition (now existing or reasonably expected) which would impair the present quantity of water available through the reasonable use of the assets to be conveyed.

The assets (including water rights) to be conveyed pursuant to this Agreement provide potable water meeting all local, state and federal law ordinance or regulation for purveyors of domestic water and Seller is aware of no condition except sand filter (now existing or reasonably expected) which would impair the present quality of the water available through the reasonable use of the assets to be conveyed.

Seller has taken all action and received all governmental approvals (local, state and federal) for the appropriation of water in the quantity and of the quality set forth above and there are no existing claims to water which would prohibit or operate to impair the ability of Buyer to provide potable water for domestic and commercial use to those individuals and businesses identified on Exhibit "G" hereto through the reasonable use of the assets to be purchased and without the need for addition or modification to the assets excepting the installation of a sand filter.

All customers of domestic and commercial water and all obligations to provide water are presently and will be at the time of closing within all existing water lines and related equipment used for transmitting waters to Exhibit "G" customers

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installation, repair and maintenance of water lines. All utility easements not created by the plats of Schweitzer Basin Village are attached hereto as Exhibit "H-1" through "H-4" and by this reference incorporated herein.

Sellers agree for a period of two (2) years from the date of closing to provide, without compensation, reasonable advisory assistance to Buyer with respect to the operation and maintenance of the assets transferred pursuant to this Agreement.

11. Covenants of the Sellers. With respect to the Sellers' assets and properties now owned or hereinafter acquired, the Sellers agree that pending the date of closing:

(a) Negative Covenants as to Future Operations. Enter into any contract or commitment or grant any power of attorney which action would adversely affect the Sellers' ability to transfer or materially affect the value of the assets purchased pursuant to this Agreement.

(b) Affirmative Covenants as to Future Operations. The Sellers will prior to closing of the sale, (i) give to the Buyer and to its counsel, accountants, engineers and other representatives full access during normal business hours to all its properties, books and records, and furnish the Buyer with all such information concerning the operations of the Sellers' water company or the assets purchased pursuant to this Agreement as the Buyer may reasonably request; and (ii) maintain the assets purchased pursuant to this Agreement in customary repair, reasonable wear and damage by unavoidable casualties excepted.

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The Sellers have applied for vacation of that part of Alpine Way and Mogul Hill Road on which the Water Company encroaches. In the event the vacation of such is not granted, within a reasonable time period not to exceed one year from time of closing if not being pursued in a active manner by Sellers, Buyer will pursue at sellers expense a conclusion to the problem. In the event removal of the tanks and equipment is required, the Buyer will deed Lot 1, Block 1 of the First Addition back to the Sellers. The Sellers will replace at their expense in a timely manner, not to inhibit operation of the water system, the removed portions of the water system with comparable and mutually agreed upon replacements of the removed system. The location for this replacement can be on Lot 1, Block 1 of the First Addition or another suitable site furnished or purchased by Sellers that maintains the present system configuration and operation.

12. Obligations of Buyer or Successor in Interest.

(a) After taking possession of the assets of the Schweitzer Basin Water Company Incorporated, the Buyer shall keep those assets (including but not limited to, tanks, pumps, filters, water mains and lines, etc.) in good repair and serviceable condition;

(b) Shall provide adequate water to all existing users whose accounts are current, and to all owners of lots in the Southeast quarter of Section 20, Township 58 North, Range 2 West, Boise Meridian and to carry out the terms of the specific

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agreements to furnish water, which are attached as Exhibit "K-1" through Exhibit "K-6".

(c) Shall immediately repair all damage, breaks and faulty equipment etc. affecting the unrestricted flow of water to users;

(d) Shall keep all permits and licenses in good standing, shall pay all taxes as they come due, and shall pay all fees and charges legally imposed on the assets or the operation thereof;

(e) Shall not dispose of any of the assets or any part of the operation of the water system without prior written approval of the Seller.

(f) Shall keep the water system and all assets free from any judgment, liens, encumbrances and other charges.

(g) Shall hold the Sellers' harmless, and shall indemnify them (including all attorneys fees and costs) from any liability, obligations and costs arising from the Buyer's operation of the water system.

(h) Shall carry liability insurance covering the operation of the water system, naming the Sellers' as additional insureds as shown in the attached schedule on Exhibit "I".

13. Default by Buyer or Successor in Interest.

(a) Events of Default by Buyer.

(1) Failure to make a payment to the Sellers' of a purchase price installment set out herein;

(2) Failure to perform any obligation set out

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herein, or keep any covenant set out herein;

(3) Commission of any act of insolvency or bankruptcy;

(4) Abandonment of the operation of the water system;

(5) Violation of the terms of any water right, permit, license, or ruling of any governmental or quasi-governmental agency or body.

(b) Remedies of Sellers. In the event of default by the Buyer, or any successor in interest, the Sellers shall notify the Buyer in writing of the nature of the default, and such default not being remedied within thirty (30) days, the Sellers may terminate this Agreement forthwith and retake possession of the water system and its assets, and any additions, thereto made by the Buyer, and may retain all payments there to fore made by the Buyer as liquidated damages.

In the event of such default and repossession, the Buyers will re-assign to Sellers all water rights, permits, licenses and similar items, including after acquired water rights.

14. Miscellaneous Provisions.

(a) Selles Indemnity. Sellers agree to defend and indemnify and to save Buyer free and harmless (including all attorneys fees and costs) of and from any and all liability, obligation, cost, damage or expense of any nature incurred arising out of: (i) the breach by Sellers of any agreement,

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DEC 29 1999

representation, covenant, obligation or warranties of Sellers contained in this Agreement; (ii) any misrepresentation and/or omission of any certificate or other instrument furnished or to be furnished to the Buyer under this Agreement; (iii) any and all actions, suits, proceedings, demands,assessments, judgments, costs, expenses incident to any of the foregoing; and (iv) any claim for brokerage or other commission relative to this Agreement or to the transactions contemplated hereby. Said indemnification by Sellers as set forth herein shall include reimbursement to Buyer for expenses incurred in asserting or defending any item enumerated herein.

(b) Buyer's Offsets. In addition to the provision of paragraph 12(a) above, Buyer may offset and deduct from the installment payments due Sellers by reason of the closing of this Agreement the amount of any cost or expense incurred by reason of any Sellers' breach of any agreement, representation, covenant, obligation or warranties contained in this Agreement. If a dispute arises by reason of Buyer exercising the rights given by this paragraph, Sellers agree that the withholding of installment payments by Buyer shall not be cause to accelerate any or all payments due or to become due on the Exhibit "D" promissory note.

(c) Conveyance and Transfer. Sellers shall deliver to Buyer such full covenant and warranty deeds, bills of sale, endorsements, assignments, title and other good and sufficient evidence of transfer and conveyance as, in the opinion of

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DEC 29 1999

Buyer's counsel, Winston & Cashatt, 19th Floor, SeaFirst Financial Center, Spokane, Washington, shall be effective to vest in Buyer good and marketable title to the assets and rights transferred pursuant to this Agreement. The delivery of said documents shall occur on or before closing, or as soon as practical thereafter.

(d) Closing. The closing of this sale and purchase shall be effective as of 12:00 p.m. Pacific Daylight Time on August _____, 1989.

(e) Title Insurance. Within ten (10) days of execution of this Agreement, the Sellers shall deliver to the Buyer a preliminary full coverage policy of title insurance covering the real property purchased herein (see Exhibit "J") and shall deliver or cause to be delivered to Buyer a full coverage policy of title insurance covering the real property purchased hereunder within fifteen (15) days of the date of closing. The premium for said preliminary title report and final title report to be paid by the Seller.

(f) Taxes, Costs of Closing and Proration of Account. All sales, transfer and documentary taxes, fees or costs, if any, payable in connection with this Agreement and the conveyances, transfers, and deliveries to be made to the Buyer hereunder shall be paid by the parties according to the customary real estate conveyance practices of Bonner County, State of Idaho. The Sellers' costs in this regard to be deducted from the proceeds of this Agreement. All customer accounts taxes and/or prepaid

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DEC 29 1999

accounts shall be prorated as of the date of closing.

(g) Further Assurance. From time to time, at Buyer's request, whether at or after closing, Sellers, at their expense, will execute and deliver such further instruments and conveyances and transfers, and take such other acts as Buyer may reasonably require in order to more effectively convey and transfer to Buyer any of the property purchased hereunder and assist Buyer in the collection and reduction to possession of such property.

(h) Survival. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, legal representatives, successors and assigns of Buyer and Sellers. All representations, warranties, indemnities, covenants and agreements made by the parties to this Agreement or in any certificate or instrument delivered by or on behalf of any of them pursuant hereto shall survive the execution and delivery of this Agreement, any investigation that may have been made or may be made at any time by or on behalf of the parties hereto, and the consummation or closing of this Agreement.

(i) Law to Govern/Attorneys Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. In the event litigation arises because of a dispute between the parties over any covenant, agreement, term, obligation or warranty contained in or contemplated by this Agreement, the successful party shall be entitled to all costs

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DEC 29 1999

and expenses arising from said litigation, including reasonable attorneys fees.

(j) Possession/Risk of Loss. Buyer shall be entitled to possession of the assets purchased herein and assume the rights transferred herein and contemplated hereby, and the risk of loss of each of the assets purchased will pass to Buyer effective 12:00 p.m. Pacific Daylight Time on August _____, 1989.

(k) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

(l) Entire Agreement/No Waiver of Default. This Agreement constitutes the entire agreement between Buyer and Sellers with respect to the subject matter hereof, and supersedes all previous understandings between the parties, whether oral or written. This Agreement may not be altered or amended except in writing and signed by both parties. No waiver of any default hereunder shall be deemed to constitute a waiver of any subsequent default.

(m) Descriptive Headings. The descriptive headings of the several articles of this Agreement and the descriptive titles of the paragraphs and subparagraphs herein are inserted for convenience only and shall not control or effect the meaning or construction of any of the provisions herein.

IN WITNESS WHEREOF, the parties have duly executed this

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DEC 29 1999

ORIGINAL SIGNATURES

Agreement as of the date first above written.

SELLERS:

SCHWEITZER BASIN WATER
COMPANY INCORPORATED

BY: _____
ROLAND L. FOWLER
President

Attested:

BY: _____
Treasurer

INDIVIDUAL STOCKHOLDERS:

_____
DOROTHY M. FOWLER

_____
ROLAND L. FOWLER

BUYER:

_____
MELVYN J. BAILEY

MICROFILMED
DEC 29 1999

DEED

FOR VALUE RECEIVED, SCHWEITZER LAND CO., INC.

a corporation duly organized and existing under the laws of the State of Idaho, grantor, does hereby Grant, Bargain, Sell and Convey unto MELVYN J. BAILEY, a single man

grantee whose current address is 206 Broadmoor Street, Richland, Washington

the following described real estate, to wit:

Lot 17, Block 1, First Addition to Schweitzer Basin Village, according to the Plat thereof, recorded in Book 3 of Plats, Page 21, records of Bonner County, Idaho.

The tract designated as the "Water Tank Site" lying North of Lot 5, Block 1 and South of Lot 16, Block 1, all being in First Addition to Schweitzer Basin Village, according to the Plat thereof, recorded in Book 3 of Plats, Page 21, records of Bonner County, Idaho.

That portion of Lots 9 and 10, Block 1, Second Addition to Schweitzer Basin Village, according to the Plat thereof, recorded in Book 3 of Plats, Page 53, records of Bonner County, Idaho, lying North of the presently existing roadway.

That portion of the Southeast Quarter of Section 20, Township 58 North, Range 2 West, Boise Meridian, Bonner County, Idaho, lying South of First Addition to Schweitzer Basin Village, according to the Plat thereof, recorded in Book 3 of Plats, Page 21, records of Bonner County, Idaho, and lying North of the following described line:

Beginning at the South quarter corner of said Section 20; thence North 00°07'06" East, 197.80 feet to the TRUE POINT OF BEGINNING; thence South 88°17'10" East, 105.09 feet; thence North 71°53' East, 60 feet; thence South 44°07' East, 70 feet; thence North 45°53' East, 50 feet; thence North 70°50'06" East, 201.86 feet; thence North 41°37'11" East, 85 feet; thence North 74°56'49" East, 435.72 feet; thence South 90°07'06" East, 60 feet; thence South 88°02'38" East, 503.34 feet; thence South 88°02'38" East, 67.58 feet; thence South 77°42'14" East, 316.39 feet; thence South 63°15'14" East, 100.09 feet; thence South 75°15'45" East, 92.93 feet; thence North 86°30'33" East, 207.72 feet; thence North 78°23'03" East, 437.35 feet to the terminus of said line;

ALSO that property to be vacated on Alpine Way and Mogul Hill Road; and all of the remainder of the SE 1/4 of Section 20, Township 58 North, Range 2 West, Boise Meridian except the platted lands and that property described by metes and bounds or by tax numbers. SUBJECT TO: Matters of record.

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantee heirs and assigns forever

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its Secretary this

SCHWEITZER LAND CO., INC.

By _____
Roland L. Fowler PRESIDENT.

ATTEST:

_____
Dorothy M. Fowler SECRETARY.

STATE OF ~~IDAHO~~, WASHINGTON

On this 25th day of August, 19 89, before me, a Notary Public in and for said State, personally appeared Roland L. Fowler and Dorothy M. Fowler, known to me to be the President and Secretary of the corporation that executed the instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

_____
Notary Public
residing at Spokane, Washington
Comm. Expires 6/9/92

'89 AUG 31 AM 11 28

Security Title

FEE 3.00

BONNER COUNTY, IDAHO

DEP.

Mail to _____

MICROFILMED
DEC 2 9 1999

State of Idaho

Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 96-7032 Priority April 24, 1969 Amount .27 cfs

THIS IS TO CERTIFY, that GRANT F. GROESBECK & R. L. FOWLER

of Spokane, Washington, has complied with the terms and conditions of Permit No. 96-7032 issued pursuant to Application for Permit dated April 24, 1969, and has submitted proof to the Department of Water Resources on July 24, 1978, that he has applied water to a beneficial use; an examination by the Department indicates that the works have a capacity for the diversion of .27 cfs of water from springs, tributary to Schweitzer Creek, and that the permit holder has applied to a beneficial use and established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Domestic (158 units)	from January 1 to December 31	.27 cfs and	95.4 acre feet
	from	cfs and	
Commercial	from January 1 to December 31	.10 cfs and	6.2 acre feet

(both dates inclusive)

Subject, however, to the condition that no more than .27 cfs of water be diverted at any one time, and that the amount of water so diverted and to which such right is entitled and confirmed for the purpose aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed 101.6 acre feet per year, said waters to be diverted within the SW¼SE¼, Sec. 20, Twp. 58N, Rge. 2W, B.M. in the County of Bonner.

Description and location of place of use:

Twp.	Range	Sec.	NE¼				NW¼				SW¼				SE¼				Totals
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
58N	2W	20															X	X	

Total number of acres irrigated _____

REMARKS: Commerical use = 36 unit motel & cafe.

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 30 day of January, 19 81.

Director

DEPARTMENT OF WATER RESOURCES

MICROFILMED

DRT

RECEIVED
AUG 16 1973
Department of Water Administration
Northern District Office

RECEIVED
AUG 10 1973
Department of Water Administration
Northern District Office

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION

APPLICATION FOR EXTENSION OF TIME

State of Washington)
County of Spokane)

Permit No. 96-7032

Grant F. Groesbeck &/or R. L. Fowler (per phone call 8-17-73 fe)
~~Schweit-er-Water-Company~~ (name) of Sandpoint (address)

State of Idaho, being first duly sworn, upon his oath deposes and says:

That he is the holder, or the duly authorized agent of the holder *, of Permit to Appropriate the Public Waters of the State of Idaho No. 96-7032.

That under the terms and conditions of said permit, work thereunder was required to be completed on or before September 1st, 19 73.

That he has heretofore performed the following work described under said permit:

Constructed Dam, ~~3~~ GPG 000 Gallon Reservoir. Approximately ~~4000~~ 4000 GPG Feet of Water Mains with Attendant laterals and taps to Approximately 160 users, both Commercial and Domestic.

GPG
Costing $48,000

That he is unable to complete the remainder of the work within the required time for the following reasons, to-wit: That the sub-divisions for which the water is to be used are not completely sold nor have all the present owners of lots in the sub-divisions constructed buildings requiring use of water. Such lots and owners will require water at such time as their construction is completed. *

Wherefore, he asks that the Department of Water Administration extend the time for the completion of obligations under said permit to August 12th, 19 78. GPG

Grant F. Groesbeck
(signature) *

Subscribed and sworn before me this 3 day of August, 19 73.

seal

Robert E. Green
(notary public)

My commission expires 11/1/74

ACTION OF THE DEPARTMENT OF WATER ADMINISTRATION

I, R. KEITH HIGGINSON, Director of the Idaho Department of Water Administration, State of Idaho, hereby approve the above application for extension of time for Permit No. 96-7032 to September 1, 1978.

Witness my hand this 24 day of August, 19 73.

R. Keith Higginson
Director

OK. RE 8/10/73

* IF OTHER THAN HOLDER, Power of Attorney must be supplied. Forms are available through the Department of Water Administration, Statehouse - Annex 2, Boise, Idaho, 83707.

* Therefore, it is not possible to complete the remainder of the work to prove the total beneficial use at this time.

96 7032

Identification No. 96-7032

Application No. _____

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
APPLICATION FOR PERMIT

APPROVED

To Appropriate the Public Waters of the State of Idaho
(TYPE OR PRINT IN INK)

1. Name of applicant Grant F. Groesbeck and R. L. Fowler
   post office address 9309 E. Trent Spokane, Wash. 99206
2. Source of water supply Existing Springs which is a tributary of Schweitzer Creek
3. a. Location of point of diversion is SW ¼ of SE ¼ of Section 20 Township 58N
   Range 2W B.M. Bonner County; additional points of diversion if any: _____

   b. If water is not consumed, it will be discharged into Pend Oreille Lake at a point in NE ¼ of SW ¼ of Section 23 Township 57N Range 2W B.M. Bonner County
4. Water will be used for the following purposes:
   Amount 0.3cfs (cfs or acre-feet per annum) for domestic purpose from Jan. 1 to Dec. 31 (both dates inclusive)
   Amount _____ (cfs or acre-feet per annum) for _____ purpose from _____ to _____ (both dates inclusive)
   Amount _____ (cfs or acre-feet per annum) for _____ purpose from _____ to _____ (both dates inclusive)
5. Total quantity to be appropriated:
   a. 0.30 cubic feet per second and/or
   b. ~~200~~ Dec acre feet per annum.
6. Proposed diverting works:
   a. Description of ditches, flumes, pumps, headgates, etc. Retaining dam built across stream with 24" x 24" x 18" screened concrete diversion box.

   b. Height of storage dam 3 - 5 feet, active reservoir capacity - acre feet; total reservoir capacity - acre feet, materials used in storage dam: earth and rock
   Period of year during which storage will occur Jan. 1 (Mo. Day) to Dec. 31 (Mo. Day) inclusive.
   c. Proposed well diameter is - inches; proposed depth of well is - feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use is 4 years.
   b. Estimated construction cost is $500.00.
8. Description of proposed uses:
   a. If water is **not** for irrigation:
      (1) Give the place of use of water: - ¼ of SE ¼ of Section 20 Township 58N Range 2W B.M.
      (2) Amount of power to be generated: - hp under - feet of head.
      (3) List number of each kind of livestock to be watered -
      (4) Name of municipality to be served Schweitzer Basin Village, or number of families to be supplied with domestic water 200.
      (5) If water is to be used for other purposes describe: -

96-7032

b. If water is for irrigation, indicate acreage in each subdivision in the tabulation below:

TWP.	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	

Total number of acres to be irrigated _____

c. Describe any other water rights used for the same purposes _____

9. a. Who owns the property at the point of diversion _____

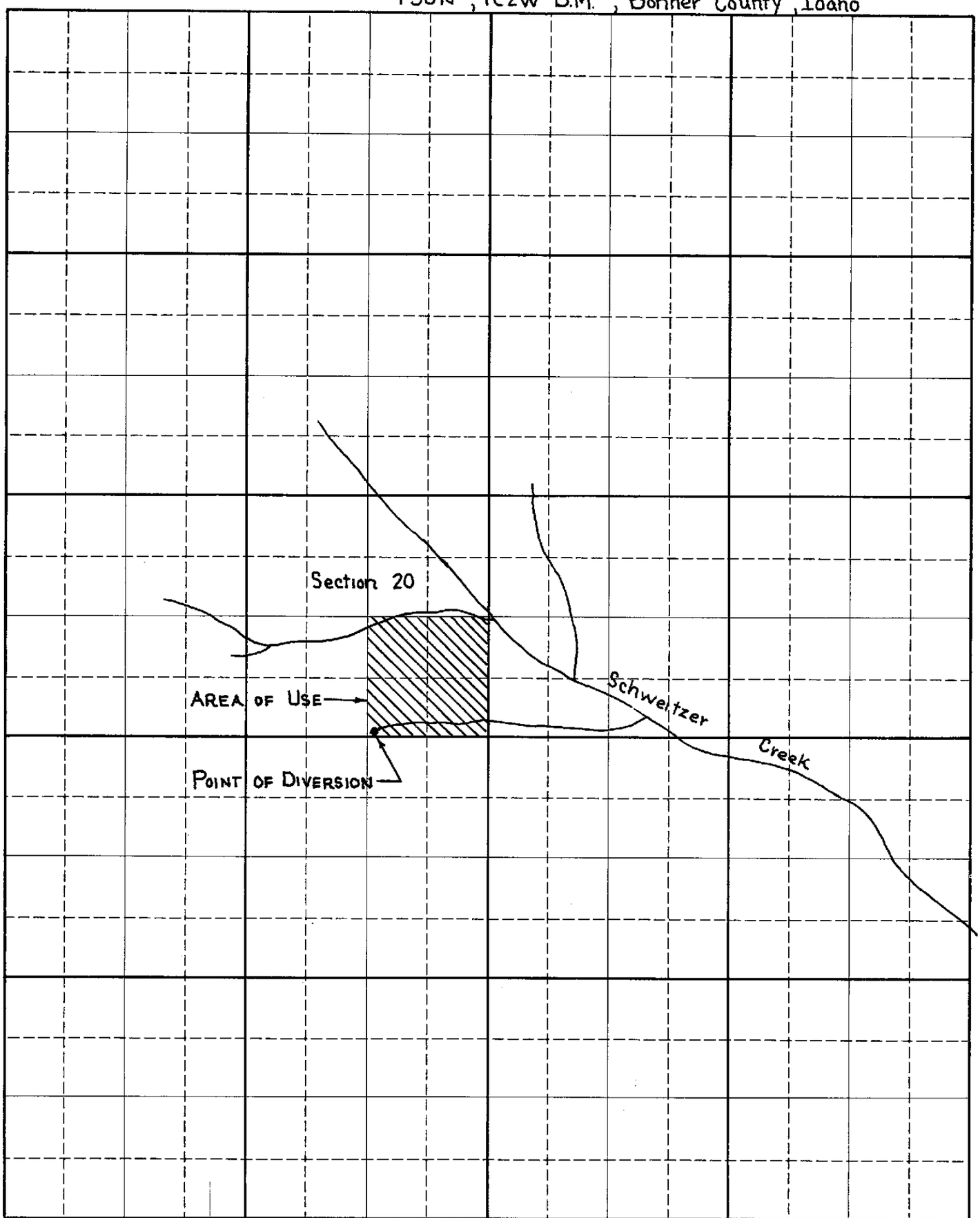
b. Who owns the land to be irrigated or place of use _____

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing _____

10. Remarks Water is diverted from a small stream (no listed name) shortly below the springs area. The stream continues approximately 3/4 miles and empties into Schweitzer Creek which eventually empties into Pend Oreille Lake.

11. Map of proposed project:

T58N , R2W B.M. , Bonner County , Idaho



Scale: 2 inches equal 1 mile

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

Roland L Fowler
Grant F. Cumstock
(Applicant)

96-7032

Received by ej Date 4-24-69 Time 8:00 am

Preliminary check by DLW Fee $ 10.00 4-28-69

Receipted by ej Date 4-28-69

Publication prepared by to Date 5-8-69

Published in Idaho Falls Bulletin

Publication dates 5-22 + 5-29-69

Publication approved ijb Date 5-20-69

Priority reduced to _____ Reason _____

Protests filed by: None 8-12-69

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by PHC

APPROVED

ACTION OF STATE RECLAMATION ENGINEER

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 96-7032, and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions:

   a. SUBJECT TO ALL PRIOR WATER RIGHTS.

   b. Proof of construction of works and application of water to beneficial use shall be submitted on or before September 1, 19 73.

   c. Other: _____

2. Denial of said application is for the following reasons: _____

Witness my hand this 12th day of August 19 69.

R. Keith Higginson

State Reclamation Engineer

Affidavit of Publication

STATE OF IDAHO, } ss.
County of Bonner, }

L. E. Pietsch being first duly sworn on oath deposes and says that he is Publisher of The Sandpoint News-Bulletin, a weekly newspaper printed and published at Sandpoint, Bonner County, Idaho; that the said Sandpoint News-Bulletin has been continuously and uninterruptedly published in said Bonner County during a period of 18 months or 78 weeks prior to the first publication of the hereto attached notice for publication in the case of

Notice of Application for Water,

Grant F. Groesbeck and R.L. Fowler,

Spokane, Wash.

as it was published in the regular and entire issue of the said paper for a period of two consecutive weeks, commencing on the 22nd day of May, 1969, and ending on the 29th day of May, 1969, and that said notice was published in said newspaper, and not in supplemental form.

L. E. Pietsch

Subscribed and sworn to before me this 29th day of May, 1969.

Alyce Goatl
Notary Public for Idaho,
Residing at Sandpoint, Idaho.

NOTICE OF APPLICATION FOR WATER

Notice is hereby given that Grant F. Groesbeck and R. L. Fowler, 9309 E. Trent, Spokane, Washington has on April 24, 1969 applied for permit under application No. 96-7032 to divert .30 cubic feet per second of water from the springs tributary of Schweitzer Creek. Water will be diverted by dam and diversion [illegible] the SW¼SE¼ [illegible] from January [illegible] for domestic purposes in the SE¼, Sec. 20, T. 58N, R. 2W, B.M. Any protest against this application must be filed with the Department of Reclamation within ten days from the last date of publication of this notice.

R. KEITH HIGGINSON
State Reclamation Engineer

Published in the Sandpoint News-Bulletin, Sandpoint, Idaho, on May 22 and May 29, 1969.

M22-29

79

96-7032

bill submitted 6-5-69

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098
Phone: (208) 327-7900 FAX: (208) 327-7866

October 6, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

MELVYN J BAILEY
DBA SCHWEITZER BASIN WATER CO
PO BOX 772
SAGLE ID 83860-0772

RE: Water Right 96-07032

Dear Mr. Bailey:

The department acknowledges receipt of correspondence changing ownership of the above referenced water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact the department if you have questions.

Sincerely,

Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosure

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DEC 2 9 1999

State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS
Governor

C. STEPHEN ALLRED
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

February 4, 1981

Grant F. Froesbeck &
R. L. Fowler
1306 Washington Mutual Bank Bldg.
Spokane, Washington 99201

Dear Sirs,

RE: License No. 96-7032

Enclosed is a copy of the Water Right License issued on the above referenced Permit.

Sincerely,

Jim Johnson

JIM JOHNSON
Water Distribution Supervisor

JJ:mr

Enclosure

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State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS
Governor

C. STEPHEN ALLRED
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

December 16, 1980

Grant F. Groesbeck &
R. L. Fowler
1306 Washington Mutual Bank Bldg.
Spokane, Washington 99201

Dear Sirs,

A representative of this Department has made an examination of the works covered by your Permit No. 9607032, and has found the following:

Amount of water that can be recognized as beneficially used under Idaho law: .27 cfs Source: springs

The maximum quantity diverted shall not exceed 95.5 acre feet per year.

Point(s) of diversion: SW¼SE¼, Sec. 20, Twp. 58N, Rge. 2W, B.M.

Beneficial use: Domestic use of 159 units and commercial use within the SE¼, Sec. 20, Twp. 58N, Rge. 2W.

Priority date established: April 24, 1969

Conditions (if any): Commercial use = 36 unitsmotel & 1 cafe.

If you do not concur with these findings please contact us within 10 days, otherwise a water license will be issued as set forth above.

Sincerely,

JAN JOHNSON
Water Rights Supervisor

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The notes in this one disappeares. The AF for commercial is not 2.7. Looks like it may be 6.2 AF. Also, .01 cfs doesn't look correct. We should prob. calc based on what rate is necessary to provide 6.2 AF in 2 hours:

$$6.2 \frac{AF}{yr} \times \frac{1 \text{ cfs day}}{1.98 AF} \times \frac{1 yr}{365 \text{ days}} \times \frac{24}{2} = 0.10 \text{ cfs}$$

If you concur please correct the exam.

Dave

DEPARTMENT OF WATER RESOURCES

RECEIVED
AUG 18 1980
Department of Water Resources

FIELD REPORT

76-7032
Permit No.

CONTACT WITH PERMIT HOLDER

	DATE	INITIALS	REMARKS
☐ Appointment letter mailed:	1978	JK	Jack Fowler 92C-KR1
	12/29/78	JK	Accompanied By Jack Fowler aborted.
☐ Telephone call made: (List Telephone No. used)	1979	JK	Systems not working properly Try in 1980
☐ Appointment scheduled for: (Date, time, location)	8-80		Jack Fowler - Larry Beard - Absent

EXAMINATION

Date 8-1-80 Accompanied by — Total Q measured 0.27 cfs ✓

If source is surface water, estimate total flow of source

Methods of measurement 5gal bucket Meets Permit requirements?

Measurement calculations:

30 gal in 30 sec = $\frac{30}{30}(60) = 40$ gpm ✓

40 gal in 28 sec $\frac{40}{28}(60) = 85$ gpm ✓

$\frac{125}{448.8}$ gpm = 0.27 cfs

159 Dwellings (75 gpd) 4 pers (365 days) = $\frac{17,416,500}{325,851} = 53.43$ ✓

36 Motel units w/Bath (80 gpd) 365 days = $\frac{1651200}{325851} = 5.07$

1 cafe (100 seating) 10 gal pd 365 days = $\frac{365000}{326851} = 1.12$

Total 59.62 AF

WELL/DIVERSION* NO.	HP	MOTOR MAKE	MOTOR SERIAL NO.	PUMP MAKE	PUMP SERIAL NO.	MEASURING DEVICE TYPE	CONDITION OF MEAS. DEV.	REMARKS
								Gravity
								Gravity

System Description 3' dam across stream with pipe to 2 storage tanks (46'x26'x7') then to main line 4' dam to storage tank then to main line.

*Code with map on reverse side. Disregard code if only one.

RECOMMENDED AMOUNTS

Irrigation requirement = AFA/Acre

USE	Q (cfs)	V (afa)	FROM	TO
Domestic Residential commercial	0.27 cfs	~~59.62 AF/yr~~	1-1	12-31
Total	0.27 cfs ✓	59.62 ✓		

Remarks 159 Apts & Cabins @ 75 gpd (4) = ~~gpd~~ = ~~AF~~

75 gpd x 4 resident = 300 gpd 159 units x .6 AF/unit = 95.4 AF

36 units x

6.2

2 P.d.s Unnamed stream trib to Schweitzer Creek Accompanied by Jack Fowler on two unsuccessful attempts to locate final Exam (measurement - alone).

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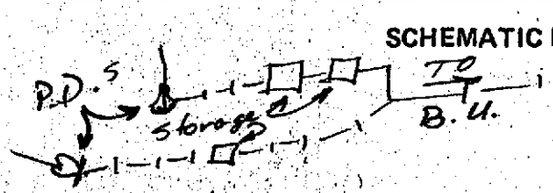
SCHEMATIC DIAGRAM OF SYSTEM



Point(s) of diversion: SE SE, Sec 20 T8N R2W (2 points)

Place(s) of Use

TWP.	RGE.	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
T8N	R2W	20													X	X	X	X	

Recommended Amendments:

☐ Change P.D. as reflected above ☐ Add P.D. as reflected above ☑ None

☐ Change P.U. as reflected above ☐ Add P.U. as reflected above ☐ Other

Examiner's Signature [signature] Date 8-4-80

Checked by Bob Haynes Date 8/5/80

Approved by Robyn Date 9/25/80

Pack River Properties, Inc.

222 Cedar St. — P. O. Box 1427, Sandpoint, Idaho 83864 — (208) 263-6818

RECEIVED
FEB
Department of Water Resources
Northern District Office

January 31, 1979

Department of Water Resources
State of Idaho
Northern District
4055 Government Way
Coeur d'Alene, Idaho 83814

Re: Permit No. 96-7032

Gentlemen:

Could you please send me a copy of the above referred permit.
Thank you for your assistance.

Sincerely yours,

PACK RIVER PROPERTIES, INC.

Pierre Huguenin
Vice President

PH:ds

Called Lita on 2/5 - she will send down.
2/14 - she will try again.

MICROFILMED

State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 373 W. Franklin Street, Boise, Idaho

JOHN V. EVANS
Governor

C. STEPHEN ALLRED
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 384-2215

August 22, 1978

Re: Permit No. 96-7032

Grant F. Groesbeck &
R. L. Fowler
1306 Washington Mutual Bank Bldg.
Spokane, WA 99201

Gentlemen:

We acknowledge receipt of the affidavit submitted as proof of beneficial use for the above referenced permit.

Before a license can be issued, a field examination must be made by a representative of this Department. We cannot tell just when this examination will be made, but our examiner will try to contact you at the time he makes the examination so that you may show him the system.

If you have any questions regarding the field examination, please contact our regional office in Coeur d'Alene.

Sincerely,

RITA FLECK
Water Rights

MICROFILMED

Identification No. 96-7032

Permit No. _____

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE

1. a) Name of Permit Holder Grant F. Groesbeck and R. L. Fowler

   b) Post Office Address 1306 Washington Mutual Bk. Bldg. Spokane, Wa. 99201.

2. Permit Number _____

3. Date of Priority that you are prepared to establish September 1, 1969

4. a) Source from which water was appropriated small tributary of Schweitzer Creek

   b) Location of the point of diversion: SW ¼ SE ¼, Section 20

   Township 58 North, Range 2 West Boise Meridian, Other points of diversion: None

5. a) The amount of water and use to which the water has been applied:

   Amount 0.3... cfs for domestic purposes from Jan 1 to Dec 31 incl.
   (cfs and/or acre-feet per annum) (Month-Day) (Month-Day)

   Amount _____ for _____ purposes from _____ to _____ incl.
   (cfs and/or acre-feet per annum) (Month-Day) (Month-Day)

   Amount _____ for _____ purposes from _____ to _____ incl.
   (cfs and/or acre-feet per annum) (Month-Day) (Month-Day)

   b) Total amount ~~appropriated~~ allowed cfs and/or acre-feet per annum

   c) Describe how and by whom measurement of rate of flow or amount of storage was made and the qualifications of the person making the measurement: made by amount of storage by R. L. Fowler operator of water destributions system.

6. If the means of diversion and conveyance are owned by someone other than the Permit Holder:

   a) Give the name or description of the canal, ditch or other works by which the water is conducted to the place of use: Non-applicable

   b) Describe the agreement or understanding by which you take water from the works: Non-applicable

7. a) Briefly describe the works for diverting and conveying the water to the place of use, (if from a subterranean source, give the pump size, motor size, size of well casing, depth of well; if from surface water, give brief description of diversion structure and/or canal or ditch) from service water by means of a retaining dam built across the stream with a screened concrete diversion box.

   b) Describe the type and size of measuring device which you have installed at your point of diversion: There are two concrete storage tanks with a metering device going into the main line.

   c) Give well driller's name and address and the date the well was completed: Non-applicable

8. If for other than irrigation, describe the beneficial use to which you have applied the water and the place of use: for domestic use in Schweitzer Basin Village for approximately two hundred (200) apartments and homes.

8/22/74

MICROFILMED

9. Irrigation uses: describe the lands irrigated by giving the acreages irrigated within each 40 acre subdivision: _____

Non-applicable

T	R	SEC.	NE¼				NW¼				SW¼				SE¼				TOTAL
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	

Total number of acres irrigated _____

10. Remarks: _____

The above information is a true statement of the extent to which the above numbered permit has been developed.

July 21, 1978
(Date)

Roland L Fowler
(Signature)

State of Washington)
) ss.
County of Spokane)

On this 21st day of July, 19 78, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

Notary Public residing at Spokane

My commission expires 6/9/80

CULLEN & CAMPBELL
ATTORNEYS AT LAW
1306 WASHINGTON MUTUAL BUILDING
SPOKANE, WASHINGTON 99201

WILLIAM E. CULLEN
JOHN F. CAMPBELL

TELEPHONE
456-8710
CODE 509

July 21, 1978

RECEIVED
JUL 24 1978
Department of Water Resources
Northern District Office

Department of Water Resources
Northern Region
4055 Government Way
Coeur D'Alene, Idaho 83814

Gentlemen:

Enclosed is a Proof Application of Water to Beneficial Use for water used in the SE¼ of Section 23, Township 58 North, Range 2 West, Bonner County, Idaho for condominiums and apartments in the Schweitzer Basin Ski area.

If you will notify me when an inspection is to be made I will have some one accompany you and show you the water system.

Yours very truly,

John F. Campbell

blq

Enc.

[redacted]ATE OF IDAHO
[redacted]ARTMENT OF WATER RESOURCES
[redacted]ehouse
Boise, Idaho 83720

Moved

RECEIVED
JUL 14 1978
Department of Water Resources

BOISE JUN30'78 IDAHO U.S.POSTAGE PB METER PB 027159 1 08

Grant F. Groesbeck & R. L. Fowler
9309 E. Treat
Spokane, WA 99206

SPOKANE JUL P.M. 1978

[redacted] DELIVERABL[redacted]
ADDRESS[redacted] 1.338[redacted]
UNABLE TO FORW[redacted]
[redacted] TO SEN[redacted]

Present to: 909 Pines Rd.
Spokane, Wa
99206
8/16/78
JG

February 15, 1979

Mr. Pierre Huguenin
Vice President
Pack River Properties, Inc.
P. O. Box 1427
Sandpoint, Idaho 83864

Re: Permit No. 96-7032

Dear Mr. Huguenin:

Pursuant to your request of January 31, enclosed please find a copy of the above-referenced permit.

Please excuse our delay in getting this copy to you. Our regional office only had access to a microfilm copy of this permit and we had to ask our state office in Boise to forward us a Xerox copy of said permit for you.

If we can be of any further assistance, please feel free to contact us.

Sincerely,

Patricia M. Styna
Secretary

pms

Enc. - Permit

MICROFILMED

State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 373 W. Franklin Street, Boise, Idaho

JOHN V. EVANS
Governor

C. STEPHEN ALLRED
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 384-2215

CERTIFIED MAIL

18881

June 30, 1978

Re: Permit No. 96-7032

Grant F. Groesbeck & R. L. Fowler
9309 E. Treat
Spokane, WA 99206

Gentlemen:

One of the conditions of approval of your water Permit No. 96-7032 (see last page of your approved permit) was that evidence of the extent of development be submitted as proof of application of water to beneficial use to this office on or before September 1, 1978. Enclosed is an affidavit form which must be used to submit the required proof of beneficial use.

If you have not fully completed your project, and you have not previously received an extension of time, you may request an extension of time provided the delay is for reasonable cause as indicated in Section 42-204, Idaho Code, amended. If you have been prevented from proceeding by a governmental agency or by litigation, more than one extension of time can be granted.

Either the beneficial use affidavit or a request for an extension of time must be received by this Department on or before the above mentioned date, otherwise, the permit will lapse and be of no further force or effect.

Rita Fleck

RITA FLECK
Water Rights

Encl: Proof affidavit

MICROFILMED

August 27, 1973

Re: Permit No. 96-7032

Grant F. Groesbeck & R. L. Fowler
9309 E. Treat
Spokane, Washington 99206

Dear Sirs:

Enclosed please find a copy of the approved application for extension of time in connnection with the above referenced permit.

The time within which to submit proof of beneficial use of water has been extended to September 1, 1978.

Sincerely,

D. Darlene Reich
Water Rights Supervisor

DDR:JC
Enclosure
cc: Cullen & Campbell
Attn: John F. Campbell

96 7032

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S). REQUIRED FEE(S) PAID.

☐ Show to whom, date and address where delivered

☐ Deliver ONLY to addressee

RECEIPT

Received the numbered article described below.

REGISTERED NO.

CERTIFIED NO.

24644

INSURED NO.

1 SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*)

Roland R. Fowler

2 SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

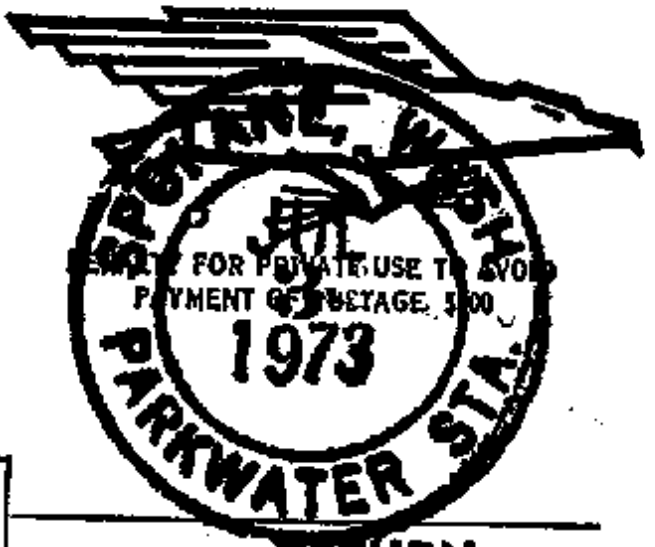
JUL 3 1973

3 SHOW WHERE DELIVERED (*only if requested*)

96 7032

o55—16—71548-11 347-198 GPO

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS



POSTMARK OF DELIVERING OFFICE

Print your name and address below. If you want to restrict delivery, or to have the address of delivery shown on this receipt, check block(s) on other side. Moisten gummed ends and attach this card to back of article.

RETURN TO

DEPARTMENT OF WATER ADMINISTRATION
STATEHOUSE - ANNEX #2
BOISE, IDAHO 83707

96 7032

POD Form 3811 Apr. 1969 035—16—71548-11

July 2, 1973 Certified Mail # 24644

Re: Permit No. 96-7032

Grant F. Groesbeck & R. L. Fowler
9309 E. Trent
Spokane, Washington 99206

Dear Sirs:

One of the conditions of approval of your water Permit No. 96-7032 (see last page of your approved permit) was that evidence of the extent of development be submitted as proof of application of water to beneficial use to this office on or before September 1, 1973. Enclosed is an affidavit form which must be used to submit the required proof of beneficial use.

If you have not fully completed your project, and you have not previously received an extension of time, you may request an extension of time provided the delay is for reasonable cause as indicated in Section 42-204, Idaho Code, amended. If you have been prevented from proceeding by a governmental agency or by litigation, more than one extension of time can be granted.

Either the beneficial use affidavit or a request for an extension of time must be received by this Department on or before the above mentioned date, otherwise the permit will lapse and be of no further force or effect.

R. Keith Higginson

R. KEITH HIGGINSON
Director

Enc: Proof affidavit
cc: Mr. John F. Campbell
Cullen & Campbell
Paulsen Bldg. Suite 417
Spokane, Washington 99201
96 7032

November 13, 1972

Re: Permit No. 96-7032
Grant F. Groesbeck & R.L. Fowler

Mr. John F. Campbell
Cullen & Campbell
Paulsen Bldg. Suite 417
Spokane, Washington 99201

Dear Mr. Campbell:

Pursuant to your recent letter, please find enclosed the Department's form for making proof of beneficial use of water in connection with the above referenced permit.

Sincerely,

BOBBY D. FLEENOR
Assistant Director
by _____
Secretary

BDF:DR
Enclosure

96 7032

CULLEN & CAMPBELL
ATTORNEYS AT LAW
SUITE 417 PAULSEN BUILDING
SPOKANE, WASHINGTON 99201

WILLIAM E. CULLEN
JOHN F. CAMPBELL

TELEPHONE
TEMPLE 8-8344
CODE 509

October 26, 1972

RECEIVED
OCT 27 1972
Department of Water Administration

State of Idaho
Department of Reclamation
Boise, Idaho

Re: Identification No. 96-7032
Grant F. Groesbeck and Roland L. Fowler

Gentlemen:

In accordance with the requirements on the fourth page of the Permit for the use of water, we should like to make proof of the establishment of beneficial use of water in accordance with the terms of the permit and would like to know if there is a special form upon which such proof may be made.

Yours very truly,

CULLEN & CAMPBELL

John F. Campbell

JFC:k

96 7032

September 22, 1972

RE: Permit No. 96-7032

John F. Campbell
Attorney at Law
Suite 417, Paulsen Building
Spokane, Washington 99201

Dear Mr. Campbell:

We received your letter of September 6th, concerning the change in the type of diversion dam.

We have no objections to this change and will be interested in its construction only if it is greater than 10 feet in height.

Thank you for letting us know of the change.

Sincerely,

BOBBY D. FLEENOR
Assistant Director
State Office

BDF:ejw

96 7032

CULLEN & CAMPBELL
ATTORNEYS AT LAW
SUITE 417 PAULSEN BUILDING
SPOKANE, WASHINGTON 99201

WILLIAM E. CULLEN
JOHN F. CAMPBELL

TELEPHONE
TEMPLE 8-8344
CODE 509

RECEIVED
SEP 9 1972
Department of Water Administration

September 6, 1972

State of Idaho
Department of Reclamation
Boise, Idaho

Re: Identification No. 96-7032
Grant F. Groesbeck and Roland L. Fowler

Gentlemen:

The original application for a permit to appropriate public waters from the State of Idaho granted to Grant F. Groesbeck and R. L. Fowler, provided that a small earth and rock dam could be built across the stream to retain water to be diverted.

Since the granting of the permit in 1969, the dam has fallen into disrepair and should be replaced. A small concrete retaining dam would prove more satisfactory and I should like to know if such a dam may be installed instead of the earth and rock type presently in use.

Yours very truly,

CULLEN & CAMPBELL

John F. Campbell

JFC:k

August 15, 1969

Re: Permit No. 96-7032

Grant F. Groesbeck and R. L. Fowler
9309 E. Trent
Spokane, Washington 99206

Gentlemen:

We enclose a copy of your approved application for permit 96-7032 in which we direct your attention to the limitations and conditions as given on the fourth page under approval of the State Reclamation Engineer.

Very truly yours,

C. Stephen Allred, Assistant
State Reclamation Engineer

CSA:kh

Enclosures: Copy of permit
Receipt No. 2956 for $10.00

cc. Cullen, Campbell & Wightman
Mr. John F. Campbell, Attorney
Suite 417 Paulsen Building
Spokane, Washington 99201

96-7032

SPEED LETTER

FROM Department of Reclamation
Statehouse - Annex 2
Boise, Idaho 83707

TO Sandpoint News-Bulletin
P.O. Box 218
Sandpoint, Idaho

SUBJECT

FOLD

MESSAGE

DATE 5-23- 19 69

Gentlemen: Through an error, we find that the Application for Permit No. 96-7032-Grant F. Groesbeck and R. L. Fowler and Application for Permit No. 96-7031-Floyd W. Irish were omitted from our May 15 issue. We did, however, insert them in the May 22 issue and have them scheduled for May 22 and 29. If this is not satisfactory we shall rerun them on the dates you specify.

SIGNED Phyllis Porath

REPLY

DATE 19

FOLD

SIGNED

DON SAMUELSON
GOVERNOR

R. KEITH HIGGINSON
State Reclamation Engineer

STATE OF IDAHO

DEPARTMENT OF RECLAMATION
STATEHOUSE – ANNEX 2
BOISE, IDAHO 83707

May 26, 1969

Re: Application for Permit No. 96-7032 and 96-7031

Sandpoint News-Bulletin
P. O. Box 218
Sandpoint, Idaho

Gentlemen:

Thank you for your letter of May 23, 1969, notifying us of the change in the dates on which you will run the legal notices concerning the above referenced. This action is quite satisfactory on our part.

Very truly yours,

Donald W. McEldowney

Donald W. McEldowney
Appropriation Examiner

DWM:TG

NOTICE OF APPLICATION FOR WATER

Notice is hereby given that Grant F. Groesbeck and R. L. Fowler, 9309 E. Trent, Spokane, Washington has on April 24, 1969 applied for permit under application No. 96-7032 to divert .30 cubic feet per second of water from the springs tributary of Schweitzer Creek. Water will be diverted by dam and diversion box within the SW¼SE¼, Sec. 20, T. 58 N, R. 2 W, B. M., Bonner County and is to be used from January 1 to December 31 for domestic purposes in the SE ¼, Sec. 20, T. 58N, R. 2W, B.M. Any protest against this application must be filed with the Department of Reclamation within ten days from the last date of publication of this notice.

R. KEITH HIGGINSON
State Reclamation Engineer

Published in the Sandpoint News-Bulletin, Sandpoint, Idaho, on May 22 and May 29, 1969.

M22-29

96-7032

May 8, 1969

Re: Application for Permit No. 96-7032-Grant F. Groesbeck and R. L. Fowler
Application for Permit No. 96-7031-Floyd W. Irish

Sandpoint News-Bulletin
Sandpoint, Idaho

Gentlemen:

Enclosed you will find a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing ample time for you to submit us a galley proof for review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted assuming the notice is correct. If we have any corrections, we will notify you before the first publication date. If you cannot publish the notice on the proposed dates please contact us immediately.

An affidavit of publication must be submitted to the Department of Reclamation, along with the publication bill. In order to receive payment, the following certification must appear on the bill:

> I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of same has been paid.

_____
Signature of claimant

Very truly yours,

Donald W. McEldowney
Appropriation Examiner

DWM:tg
Enc: Legal Notices (2)

96-7032

NOTICE OF APPLICATION FOR WATER

Notice is hereby given that Grant F. Groesbeck and R. L. Fowler, 9309 E. Trent, Spokane, Washington has on April 24, 1969 applied for permit under application No. 96-7032 to divert store .30 cubic feet per second ~~acre feet~~ of water from springs tributary of Schweitzer Creek. Water will be diverted by dam and diversion box within the SW¼SE¼, Sec. 20, T. 58 N, R. 2 W, B. M., Bonner County and is to be used from January 1 to ~~December~~ December 31 for domestic purposes in the SE¼, Sec. 20, T. 58 N, R. 2 W, B. M.

Any protest against this application must be filed with the Department of Reclamation within ten days from the last date of publication of this notice.

R. KEITH HIGGINSON
State Reclamation Engineer

Published in the Bulletin
Sandpoint News-~~Bulletin~~, Sandpoint, Idaho,
on May 15 and May 22, 1969.

K. H.

96-7032

CULLEN, CAMPBELL & WIGHTMAN
ATTORNEYS AT LAW
SUITE 417 PAULSEN BUILDING
SPOKANE, WASHINGTON 99201

WILLIAM E. CULLEN
JOHN F. CAMPBELL
R. C. WIGHTMAN

TELEPHONE
TEMPLE 8-8344
CODE 509

RECEIVED
APR 24 1969
Department of Reclamation

April 22, 1969

Secretary of State
State of Idaho
Boise, Idaho

Re: Application for Permit
Grant F. Groesbeck and R. L. Fowler

Gentlemen:

Enclosed is an Application for Permit to public waters in the State of Idaho. The applicants, Groesbeck and Fowler, are seeking to obtain water from springs in Schweitzer Basin, Bonner County, Idaho.

Yours very truly,

CULLEN, CAMPBELL & WIGHTMAN

John F. Campbell

John F. Campbell

JFC:ers

Enc.; Application and check for $10.00

96-7032