

**STARTING
LEFT
SIDE OF
FILE**

C. No. 95-9331

RECEIVED

AUG 10 2006

DEPARTMENT OF
WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

CLAIM TO A WATER RIGHT

95-9331

RECEIVED

FEB 10 2006

IDWR/North

Under the provisions of Section 42-243, *Idaho Code*, any person claiming a water right established by diversion and application of water to beneficial use must file a claim with the Department of Water Resources. **The filing of this claim does not confirm the water right claimed.** Water rights represented by a valid permit, license, decree, or previous claim are exempt from this requirement, as are uses of water for domestic purposes as defined in Section 42-111, *Idaho Code*. A filing fee must be submitted with this claim. See the instruction sheet to determine the appropriate fee.

Notice is hereby given that Nancy Carlson
(Name of Claimant)
203 Springview Dr, Lynden, WA 98264 Telephone No: (360) 318-9741
(Mailing Address) (Zip Code)

claims a right to the diversion and beneficial use of surface or ground water. The extent and nature of said claim is as follows:

1. Date of Priority: (When the water was first applied to beneficial use) 1968
A claim is not acceptable for the use of surface water with a priority later than May 20, 1971. A claim is not acceptable for the use of ground water with a priority date later than March 25, 1963, unless the water is used for domestic purposes as defined in Section 42-111, Idaho Code.

2. Describe the source of water: (Name of stream, lake, spring, etc., or ground water)
2 springs into 3.5' diam. reservoir tributary to sinks

3. Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

(cfs or af)	(Irrigation, Domestic, Stock, Etc.)	(Both dates inclusive) (MM/DD) (MM/DD)	
Quantity <u>.04 cfs</u>	Use <u>Domestic</u>	Period of Use From <u>01/01</u>	to <u>12/31</u>
Quantity _____	Use _____	Period of Use From _____	to _____
Quantity _____	Use _____	Period of Use From _____	to _____
Quantity _____	Use _____	Period of Use From _____	to _____

4. .04 cfs TOTAL QUANTITY USED.
(cfs or af)

5. A) Location of point of diversion is SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of _____ Govt. Lot _____
Sec. 1 Township 49 N Range 4 W B.M., Kootenai County; additional points
of diversion, if any: _____

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch etc.). Give sizes and capacities. Be specific. Describe any changes in the system and give the date of the change.

Gravity flow pipeline from 2 springs connected to the reservoir.
Pipeline runs about 450 feet from springs/reservoir to house.

In 2004-2005 Duddleston's tore out a major section of the water line.
They replaced the upper section with white pvc pipe and the lower section
with black thick walled pipe.

6. A) Describe the place of use within each 40-acre tract in the appropriate box using the symbols listed below. If the use is for irrigation, describe the location by listing the number of irrigated acres within each 40-acre tract.
D - domestic, S - stockwater, M - municipal, C - Commercial, I - Industrial, X - other

Twp	Rge	Sec	NE¼				NW¼				SW¼				SE¼				TOTAL ACRES
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
49N	4W	1											D						

TOTAL ACRES _____

- B) If water is used for purposes other than irrigation, fully describe the use. Be specific. Domestic use

NOTE: Include here the type and number of stock watered: _____

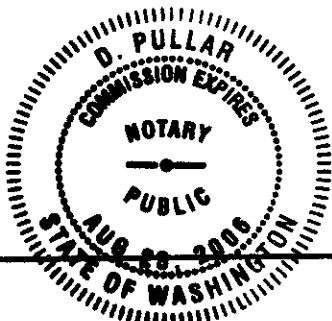
7. Remarks: See attached: 1) Affidavit of Nancy Carlson; 2) Affidavit of Gail Larson; 3) 2 p. copies of Kootenai County Assessor and Treasurer records indicating house built in 1968; 4) ASCS Archive maps from 1965 + 1970; 5) Guide to Building in Kootenai Co; 6) Copy of 5-31-04 Settlement Agreement; 7) Copy of 8-3-04 Two Springs Reservoir Agreement.
8. Map - Attach an 8½"x11" map clearly identifying the point of diversion and the place of use by 40-acre subdivisions, section, township and range of the public land survey system. (A photocopy of a USGS 7½ minute topographic quadrangle map is preferred.) Attach an **aerial photograph** of the place of use if available.

State of Washington)
) ss.
 County of Whatcom)

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the forgoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Nancy Carlson
 Claimant's Signature (and title if claim is for an organization)

Sworn to before me this 6 day of February, 2006.



D. Pullar
 Notary Public

Residing at: Whatcom Co.

My commission expires: 8/23/06

FOR DEPARTMENT USE ONLY

Received by [Signature] Date 2/10/06
 Prelim. check by _____ Date _____
 Fee 100.00 Receipt # N017363
 Receipt prepared by [Signature] Date 2/10/06

Published in Coa Free
 Publication dates 3/2 + 9/06
 Publication checked by CP Date 3/10/06
 Exceptions filed by _____

By this statement I attest that:

My parents Henry E. Larson and Nancy Mae Anderson Larson owned parcel #6100 in Section 1 T49N R04WBM Kootenai County Idaho. I have personal knowledge that in 1968, Dad built a house (now owned by myself and my sons and known as the Carlson/Pugh house or Pugh or Halfway house) along the lakefront on this property. I saw him doing the actual construction. 1968-1969 was a heavy snow year and the snow was cleared from the roof of this house to prevent damage to the structure, but it was too late and the ridge beam broke. Dad jacked it up and "fixed" it but the roof was never square. I also saw Dad, personally, laying the water line from the spring (he developed in 1934) to this house. It was clearly his intention this house get water from this spring for domestic use. Also in 1968 Dad laid a water line from Coeur d'Alene Lake to the house for supplemental domestic use, irrigation, and fire suppression.

My husband and I and our two sons lived in this house in 1973-1974 (the spring of very high water for Lake Coeur d'Alene) while building our home in the Post Falls area. At that time we drew our domestic water from the spring and supplemented with lake water.

Attached is a current copy of "A Guide to Building in Kootenai County". Kootenai County Idaho did not require building permits until 1971 so no permit was issued for this house. I attach copies of Kootenai County Assessor Records "Regular Roll for 1998" showing this house built in 1968; and Treasurer Records "Regular Roll for 2004" also showing this house built in 1968.

Also attached are copies – not as clear as I would like – of Aerial photos taken for ASCS (Agricultural Stabilization and Conservation Service) purposes. The copies of the photos were obtained from the ASCS archives housed in the Dalton Branch of Kootenai County Libraries. One photo was taken 7/24/1965 and shows no clearing and no construction where this house is now located. The second photo taken in 1970 shows the clearing and a structure (barely) where this house is located.

This property was part of the total properties included in my father's Testamentary Trust which was divided and deeds recorded in September 2004. This house and additional acreage was deeded to myself and my two sons, Eric Carlson and Jon Carlson in 2004 and is now designated as #20195 or (6360) of Section 1 SW1/4 SW1/4 T49N R04WBM Kootenai County Idaho. Water rights from these two springs and reservoir were specifically reserved for the Carlsons and this house as historic and to "run with the land" in the Henry E. Larson Testamentary Trust Settlement Agreement of case number 88415 dated May 30, 2004, attached. My sister, Gail Larson, and I were trustees for this trust. This recorded agreement is signed by Van Larson, Gail Larson, myself (Nancy Carlson), Jon Carlson, Eric Carlson, Sandra Swick, and Karen Duddleston. Further recognition of the water rights of Carlsons and this house is documented with the "Two Springs Reservoir Agreement" (attached) signed August 3, 2004 by Van Larson, Judy Carey, Nancy Carlson, Jon Carlson, Eric Carlson and Karen Duddleston. This document was also recorded.

Van Larson/Judy Carey Larson, James and Karen Duddleston, and Randal and Sandra Swick are the only other parties with any interest in the two springs and reservoir AND they have, by their signatures on the above documents, acknowledged our undisputed water right. Therefore the above parties have no basis for objection to this water right.

Dated and signed this 6th day of February, 2006.

Nancy L Carlson

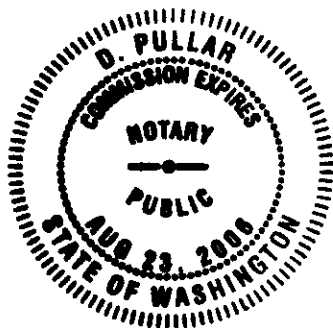
Nancy L. Carlson

STATE OF WASHINGTON)

County of Whatcom) ss.

I certify that I know or have satisfactory evidence that NANCY L. CARLSON is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 2/6/06



D. Pullar
Print Name: D. Pullar
Notary Public in and for the State of
Washington, residing at Whatecom Co
My commission expires: 8/23/06

By this statement I attest that:

My parents, Henry E. Larson and Nancy Mae Anderson Larson owned parcel #6100 in Section 1 49NO R04W BM Kootenai County Idaho. I have personal knowledge that in 1968, Dad built a house along the lakefront on this property, and he, personally, laid the water line from the spring he had developed in 1934 to this house. It was clearly his intention the house get water from this spring for domestic use. Also in 1968 Dad laid a water line from Coeur d'Alene Lake to the house for supplemental domestic use, irrigation, and fire suppression.

In 2004 this property was deeded to my sister, Nancy Lyn Larson Carlson, and her two sons, Eric Carlson and Jon Carlson and is now designated as #20195 or (6360) of Section 1 SW1/4 SW1/4 T49 NO R4W BM Kootenai County ID. Water rights from this spring were specifically addressed and reserved for Carlsons and this house (referred to as Pugh's, and I will refer to it as Carlson/Pugh) in the Settlement Agreement of May 30, 2004. The Settlement Agreement was agreed to and signed by Van Larson, Gail Larson, Nancy Larson Carlson, Sandra Swick, Karen Duddleston, Guenever Larson, Eric Carlson, and Jon Carlson. There was also a Two Springs Reservoir Agreement drawn up and signed on August 3rd, 2004 further recognizing the water rights of the Carlsons to the spring water. The Two Springs Reservoir Agreement was signed by Van Larson, Judy L. Carey, Nancy Larson Carlson, Eric Carlson, Jon Carlson, and Karen Duddleston.

Dated and signed this 30 day of January, 2006.

Gail L. Larson

GAIL L LARSON

STATE OF New York)

County of Stags) ss.

I certify that I know or have satisfactory evidence that GAIL L LARSON is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: January 30, 2006

Jeannette M. Armstrong
Print Name: JEANNETTE M. ARMSTRONG
Notary Public in and for the State of
New York, residing at Town of Spring Field
My commission expires: 11-16-2009

Jeannette M. Armstrong
Notary Public, State of New York
Orange County

I, Dennis L. Carlson, do hereby attest to the following facts as being true to the best of my knowledge:

I first became acquainted with Henry Larson in the fall of 1964 and he became my father-in-law in 1966. I had many occasions to be at his house and to work with him on many projects including the setting of a foundation and some construction work on a house located on the shore of Swede Bay (Coeur d'Alene Lake) during the spring and summer of 1968. This house is located in the SW1/4, SW1/4 of Section 1, Township 49 North, Range 4 West Boise Meridian and is currently identified as being within parcel #20195 on the Kootenai County Assessor's maps of that township and range. Henry Larson and his wife Nancy Mae Anderson Larson purchased this property in the 1930's and developed an unnamed spring on this property to provide domestic and irrigation water to their home located nearby. In 1968, Henry Larson dug a ditch and laid pipe from the spring to the new house to provide domestic and irrigation water to the new house. He also laid a pipe at this time into Coeur d'Alene Lake and pumped water to the new house for additional domestic, irrigation and fire protection service. The provision of water to this house from the spring and from Coeur d'Alene Lake has continued without interruption to the present time.

Dated and signed this 7th day of February, 2006.

Dennis L. Carlson

Dennis L. Carlson

STATE OF WASHINGTON)

County of Whatcom) ss.

I certify that I know or have satisfactory evidence that DENNIS L. CARLSON is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 2/7/2006



D. Pullar

Print Name: D. Pullar

Notary Public in and for the State of

Washington, residing at Whatcom Co

My commission expires: 8/23/2006

[illegible]

AT8.1 117864 49N04W-01-6100 REAL REGULAR ROLL for 2004 23 APR 2004
 5030 01 49N 04W *CAMA* Code Area 249-000 10:30:56
 CARSON, VAN BARKER ETAL TRUSTEE
 1676 W VALHALLA RD
 COEUR D'ALENE, ID 83814
 Location: 1766 W SWEDE BAY RD, COEUR D ALENE
 SW-SW EX TX#S, & 1X \$9502 Last Year's Market: \$448,890 LAND
 52,100 IMPROVEMENTS
 -100,566 EXEMPTIONS
 \$400,424 Total
 REVAL YEAR 2003

Category	Note	Acres	Front Ft	Market	Blt	Apprd	Init Factor
07 TIMBER-BARE LAND	Y2	28.955		72,390		0303	CWM 1.000
07 TIMBER-BARE LAND	Y2	0.206	30.000	31,500		0303	CWM 1.000
10 HOMESITE	1W434	0.689	100.000	345,000		0303	CWM 1.000
31 RES IMPROV/CAT 10	H1			43,530	68	0303	CWM 1.000
1 RES IMPROV/CAT 10	DK1			8,570	80	0303	CWM 1.000
93 AG EXEMPTION	07			-100,566		0682	*1
		29.850	130.000	400,424			

WASTE CODING: 1.00 RESIDENTIAL

SPECIAL ASSESSMENTS	Code	Amount	Acres	Amount	Acres
MICA	452	23.42	29.850		
WASTE DISPOSAL	457	84.00			
MICA FPA	482	2.98			

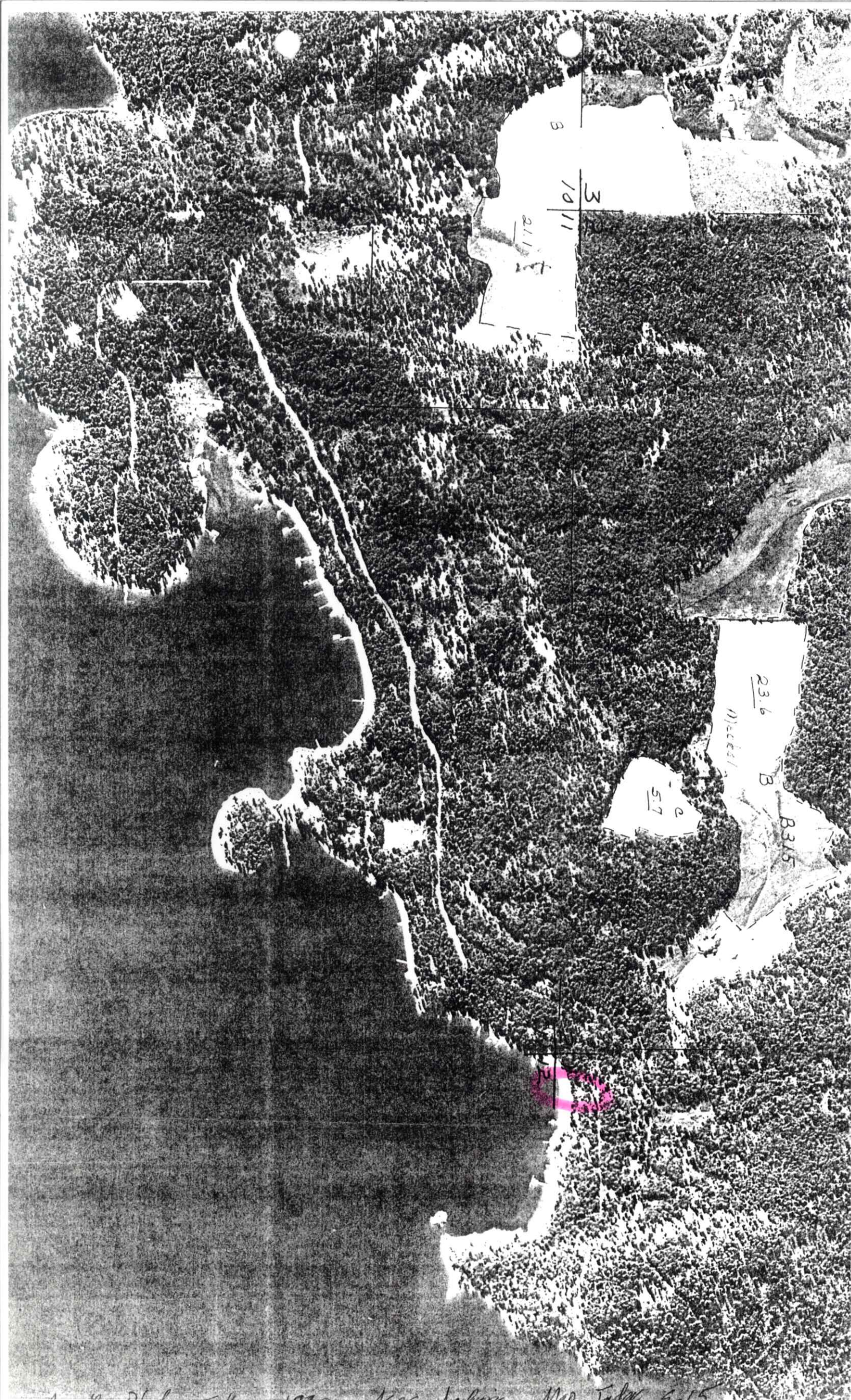
*** 1998 ***	Code/SA	Levied	Adjust	Paid	Balance
	031-000	3,257.74		3,257.74	
	452	23.44		23.44	
	457	84.00		84.00	
	482	1.50		1.50	
NO TRANSACTION for 1998					

*** 1999 ***	Code/SA	Levied	Adjust	Paid	Balance
	031-000	3,413.20		3,413.20	
	452	23.44		23.44	
	457	84.00		84.00	
	482	1.50		1.50	
NO TRANSACTION for 1999					

*** 2000 ***	Code/SA	Levied	Adjust	Paid	Balance
	249-000	3,735.58		3,735.58	
	452	23.44		23.44	
	457	84.00		84.00	
	482	1.50		1.50	
NO TRANSACTION for 2000					

*** 2001 ***	Code/SA	Levied	Adjust	Paid	Balance
	249-000	3,487.92		3,487.92	
	452	23.44		23.44	
	457	84.00		84.00	
	482	1.50		1.50	
NO TRANSACTION for 2001					

*** 2002 ***	Code/SA	Levied	Adjust	Paid	Balance
	249-000	3,454.84		3,454.84	
	452	23.42		23.42	



Aerial Photo Taken 1970 ASCS Archives - Map Index E-15



Aerial photo Taken: 7-24-1965
Source - Kootenai County Librarian - Dalton Brueh.
ASCS Archives 65-DOS-IFF-275 ^{Kidder} Map-614

ORIGINAL COPY

BOOK 22 PAGE 498
No. 1901524

STATE OF IDAHO
COUNTY OF KOOTENAI

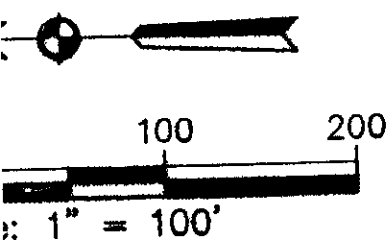
AT THE REQUEST OF:
MECKEL ENGINEERING & SURVEYING

At 35 minutes past 4 o'clock P M

Date: September 17, 2004

DANIEL J. ENGLISH, RECORDER
By Carrie Phillips
Deputy

Fee \$ 10.00



RECORD OF SURVEY/ COURT ORDERED PARTITION EXHIBIT

GOV'T. LOT 1, SEC. 12 &
THE SW 1/4 OF THE SW 1/4, SEC. 1,
T.49N., R.4W., B.M.,
KOOTENAI COUNTY, IDAHO

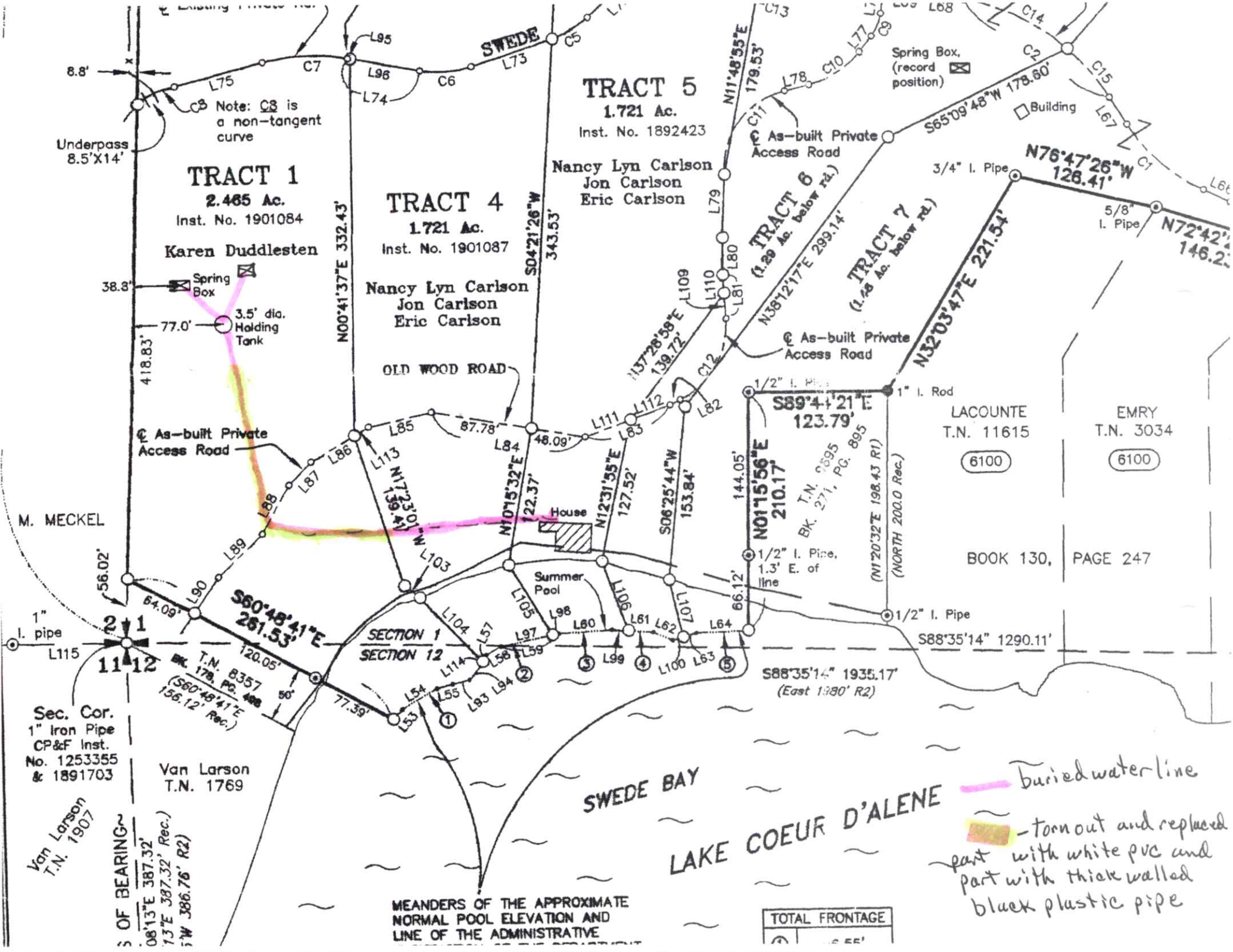
SURVEYOR'S CERTIFICATE

I, SCOTT M. RASOR, PROFESSIONAL LAND SURVEYOR No. 6374 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION FOR THE H. E. LARSON TRUST.

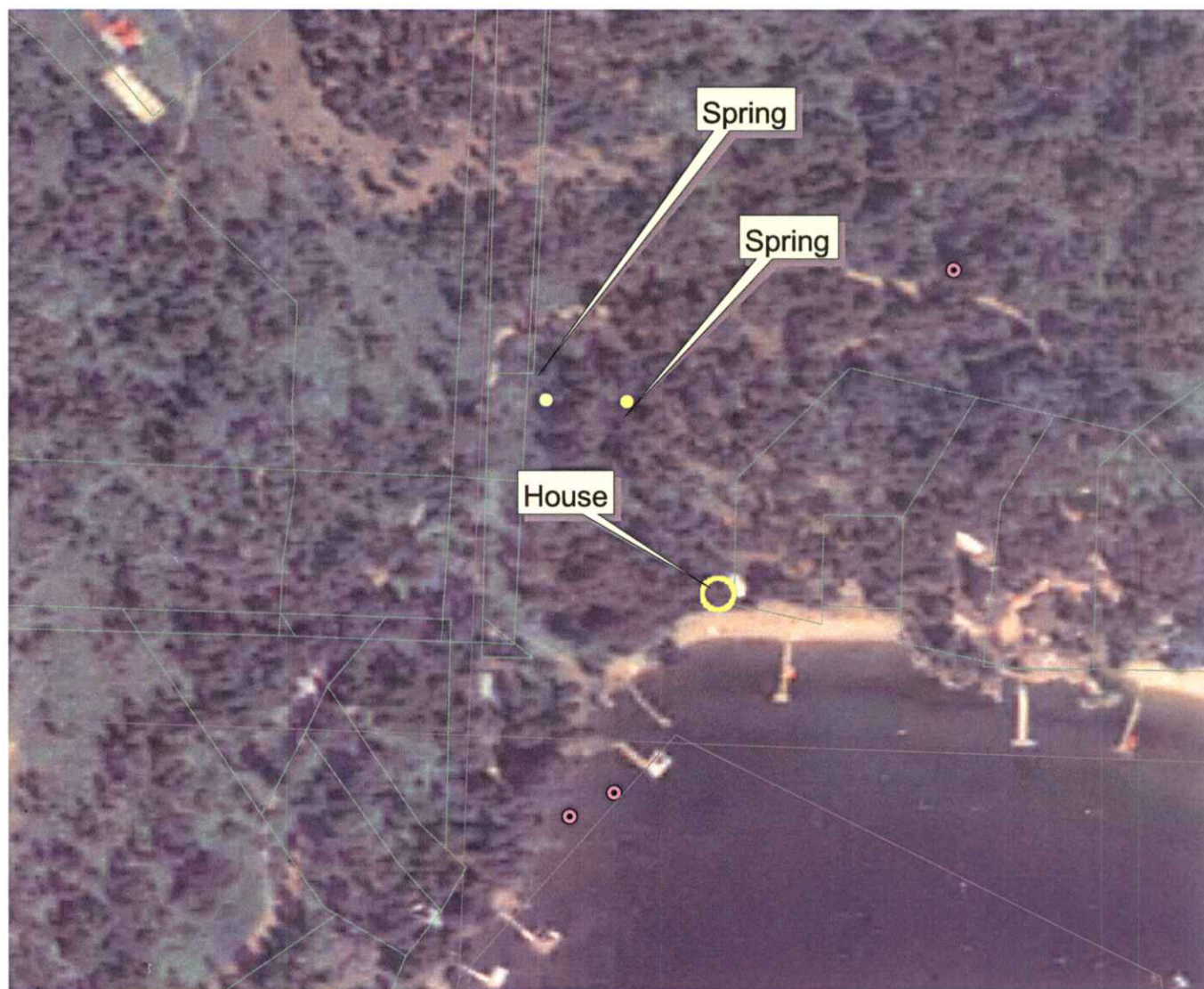
Scott M. Rasor 9/17/04
SCOTT M. RASOR, PLS 6374 DATE



67.38'
50.53'
38.01'
③④⑤







0.03 0 0.03 0.06 Miles

-  Pou.shp
-  Pod.shp
-  Kootenai taxlots
-  GCDB49N04W GCDB
-  Right POD





Kootenai County, Idaho
Tel: (208) 446-1000
Email: kcinfo@kcgov.us

County Mailing Address:
PO Box 9000
Coeur d'Alene, ID 83816-9000

Find:

Home

Department Index

Building Home

- Building Guide

- Mfg/Mobile Home

- Permit Application

- Example Site Plan

- Pole Barn

- Roadway Access

- Site Disturbance

- Site Disturbance
Checklist

- Staff Contact Info

A Guide to Building in Kootenai Count

In 1971, Kootenai County initiated a building permit system for all construction. Since that time, the County program has changed to fit local needs and condition. This pamphlet answers some common questions on the basis of current practice. Please contact the County Building Department if you have additional or technical questions [Phone: (208) 446-1040].

- Where and when are building permits needed?
- What purpose do building codes serve?
- What is required to apply for a building permit?
- Where do I apply and what are the hours for applying?
- How long will it take to issue the permit?
- Why are engineered plans required?
- What other permits and agency reviews are there?
- What inspections are required?
- When are inspections conducted?
- How long is a building permit valid?
- What is the certificate of occupancy?
- What type of deposit is required?

[Back to Top](#)

Where and when are building permits needed?

Kootenai County's building permit program does not apply to incorporated cities such as Worley, Coeur d'Alene, Post Falls, Hayden or Athol, but does include unincorporated towns like Bayview, Harrison and Cataldo. If your property is within a city or incorporated, contact your City Hall for proper permits.

**NOW
STARTING
RIGHT
SIDE OF
FILE**

RECEIVED

MAR 10 2006

IDWR/North

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO,
County of Kootenai, } ss.

Debbie Magnusson

being first duly sworn

upon oath deposes and says:

1. I am now and at all times hereinafter mentioned was a citizen of the United States, resident of the State of Idaho, over the age of twenty-one years and not a party of the above entitled action.

2. I am now and at all times hereinafter mentioned was the printer (principal clerk) of the "Coeur d'Alene Press," a newspaper printed and published daily except Sunday in Coeur d'Alene, Kootenai County, Idaho, and having a general circulation in said county

3. The

Regeal Nobles

of which the annexed is a printed copy, was published in the regular Thursday issue of said newspaper for 2 consecutive weeks commencing on the 2nd day of March 2006, and ending on the 9th day of March 2006, and such publication was made as often during said period as said newspaper was regularly issued.

4. That said newspaper has been continuously and uninterruptedly published in said Kootenai County, during a period of more than seventy-eight consecutive weeks immediately prior to the first publication of said notice Debbie Magnusson On this 9th day of March in the year of 2006, before me, a Notary Public, personally appeared Debbie Magnusson, known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same.

Regeal Nobles
Notary Public for the State of Idaho,
residing at Coeur d'Alene, Idaho.

MY COMMISSION EXPIRES 6/18/09

LEGAL NOTICE

The following claim(s) have been filed based on diversion and beneficial use of water:

95-9328

GAIL LARSON

PO BOX 125

SPRINGFIELD NY 13468

Point(s) of Diversion SWSW S1 T49N R04W KOOTENAI County

Source SPRING - Tributary To SINKS 0.04 CFS

Use: DOMESTIC 01/01 To 12/31

Total Diversion: 0.04 CFS

Priority Date: 12/31/1932

Place Of Use: DOMESTIC

T49N R04W S1 SWSW

95-9329

GAIL LARSON

PO BOX 125

SPRINGFIELD CENTER NY 13468

Point(s) of Diversion SWSW S1 T49N R04W KOOTENAI County

Source COEUR D'ALENE LAKE - Tributary To SPOKANE RIVER 0.04 CFS

Use: DOMESTIC 01/01 To 12/31

Total Diversion: 0.04 CFS

Priority Date: 12/31/1968

Place Of Use: DOMESTIC

T49N R04W S1 SWSW

95-9330

NANCY CARLSON

203 SPRINGVIEW DR

LYNDEN WA 98264

Point(s) of Diversion SWSW S1 T49N R04W KOOTENAI County

Source COEUR D'ALENE LAKE - Tributary To SPOKANE RIVER 0.04 CFS

Use: DOMESTIC 01/01 To 12/31

Total Diversion: 0.04 CFS

Priority Date: 12/31/1968

Place Of Use: DOMESTIC

T49N R04W S1 SWSW

95-9331

NANCY CARLSON

203 SPRINGVIEW DR

LYNDEN WA 98264

Point(s) of Diversion (2) SWSWSW S1 T49N R04W KOOTENAI

County

Source SPRING - Tributary To SINKS

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

Total Diversion: 0.04 CFS

Priority Date: 12/31/1968

Place Of Use: DOMESTIC

T49N R04W S1 SWSW

Exceptions to a claim may be filed with the Department of Water

Resource, Northern Region, 1910 Northwest Blvd, Suite 210, Coeur

D'Alene ID 83814 together with an exception fee of \$25.00.

KARL J DREHER, Director

Legal 8770

March 2, 9, 2006

James and Karen Duddleston
1912 Glenview Drive
Las Vegas, NV 89134
(702) 256-5445
lvkaren@cox.net

RECEIVED

FEB 23 2006

DEPARTMENT OF
WATER RESOURCES

RECEIVED
MAR 01 2006
IDWR/North

February 17, 2006

State of Idaho, Department of Water Resources
PO Box 83720
Boise, Idaho 83720

RE: Water Right Application 96-9331

In the Water Rights Application referenced above, Mrs. Nancy Carlson has filed as back-up documents a Settlement Agreement (6) and copy of the Two Springs Reservoir Agreement and is using these documents to make a statutory claim for water rights for a spring located on property owned by my husband and I. We object to this claim without additional action by your department.

Under the Settlement Agreement filed with the Carlsons application for the Two Springs, the Carlsons have an obligation to clean the spring box by March 30, of each year. Mrs. Carlson failed to perform this task in the year 2005, and in addition, in April 2005 severed the domestic use of this water source under her own house located on parcel # 20194.

Therefore, the claim filed for domestic use is in error as this spring does not serve a beneficial domestic use for Mrs. Carlson's property and has not for almost a year. If Mrs. Carlson is changing her claim to serve irrigation on her property then I do not believe she has a right at all to a new claim on the spring located on my property. If Mrs. Carlson now feels that she has rights under the above referenced documents, the Department should invalidate her objections to my permit application # 95-9268 which claimed rights under the same documents. It appears Mrs. Carlson wants to use the document only in her favor.

In addition, under the referenced document Mrs. Carlson can only use this spring for the benefit of the existing house, not for additional lots or other uses. At this time, it appears Mrs. Carlson plans to use this claim for irrigation purposes, which are not detailed in the filed Water Rights Claim. This spring has been used only for domestic drinking and interior household water, and not for irrigation, as there have historically been 3 houses using this spring for domestic water. Because the waterlines to the domestic house

system have been replaced by a lake water system, Claim #96-9331 filed by Mrs. Carlson should be a new use, subject to a new application, not an existing use. The spring on our property has not served the Carlson's property for irrigation purposes.

Mrs. Carlson's application does not reflect the current use of the water in question. I would request that Mrs. Carlson's application be held until these issues are resolved.

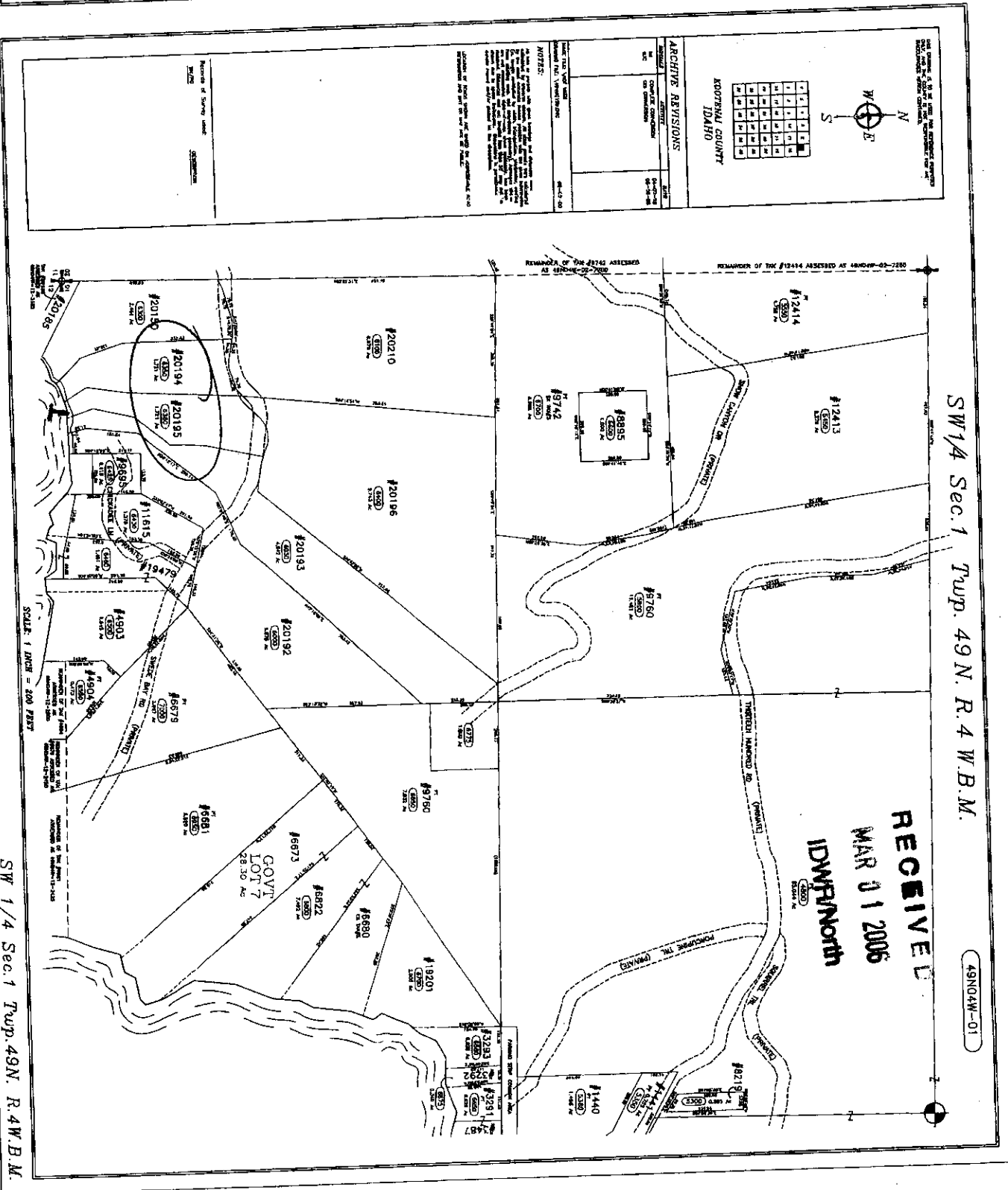
Sincerely,

A handwritten signature in black ink that reads "Karen Duddleston". The signature is written in a cursive, flowing style.

Karen Duddleston

The revision dates below represent the file save dates for the posting of the listed revisions.
The archive dates for these revisions are posted within the ARCHIVE REVISIONS box in the drawing title block.

04/01/93 - bc
49NDUW-01-8775 out of 5800 (2N)
49NDUW-01-8850 out of 5800 (2N)
01/17/02 - RE
49NDUW-01-8700 - redacted as per § 9301 (2)
11/05/02 - WAC
per 49NDUW-01-8600 redacted as per § 9347a (2)
06/05/04 - WAC
49NDUW-01-8600. Piv. of the § 93150 out from 6100, percenter
49NDUW-01-8600. Piv. of the § 93150 assessed on Fm of 49NDUW-12-3175 (03)
06/02/04 - WAC
49NDUW-12-3175 redacted as per § 93015 item 3000 (04)
09/07/04 - WAC
49NDUW-01-8600, 4320 at 6100 (05)
49NDUW-01-8600 out of 6100 at 5400 (05)
49NDUW-01-8400 redacted as per § 93150 (05)
09/21/04 - WAC
49NDUW-12-3175 contained of 11-3400 per § 93150,
49NDUW-12-3175 redacted as per § 93150,
49NDUW-12-3175 redacted as per § 93150,
16/05 - WAC
Revised Fm, an 49NDUW-12-3115 (to whom in this section) (05)



The following claim(s) have been filed based on diversion and beneficial use of water:

95-9328

GAIL LARSON

PO BOX 125

SPRINGFIELD NY 13468

Point(s) of Diversion SWSW S1 T49N R04W KOOTENAI County

Source SPRING - Tributary To SINKS

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

Total Diversion: 0.04 CFS

Priority Date: 12/31/1932

Place Of Use: DOMESTIC

T49N R04W S1 SWSW

95-9329

GAIL LARSON

PO BOX 125

SPRINGFIELD CENTER NY 13468

Point(s) of Diversion SWSW S1 T49N R04W KOOTENAI County

Source COEUR D ALENE LAKE - Tributary To SPOKANE RIVER

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

Total Diversion: 0.04 CFS

Priority Date: 12/31/1968

Place Of Use: DOMESTIC

T49N R04W S1 SWSW

95-9330

NANCY CARLSON

203 SPRINGVIEW DR

LYNDEN WA 98264

Point(s) of Diversion SWSW S1 T49N R04W KOOTENAI County

Source COEUR D ALENE LAKE - Tributary To SPOKANE RIVER

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

Total Diversion: 0.04 CFS

Priority Date: 12/31/1968

Place Of Use: DOMESTIC

T49N R04W S1 SWSW

95-9331

NANCY CARLSON

203 SPRINGVIEW DR

LYNDEN WA 98264

Point(s) of Diversion(2) SWSWSW S1 T49N R04W KOOTENAI County

Source SPRING Tributary To SINKS

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

Total Diversion: 0.04 CFS

Priority Date: 12/31/1968

Place Of Use: DOMESTIC

T49N R04W S1 SWSW

Exceptions to a claim may be filed with the Department of Water Resource, Northern Region, 1910 Northwest Blvd, Suite 210, Coeur D' Alene ID 83814 together with an exception fee of \$25.00.

KARL J DREHER, Director Published on March 2 & 9, 2006



State of Idaho

DEPARTMENT OF WATER RESOURCES

NORTHERN REGION, Suite No. 210 • 1910 Northwest Blvd. • Coeur d'Alene, Idaho 83814-2615
(208) 769-1450

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

February 24, 2006

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

E-MAILED 2/24/06

RE: Statutory Claim No. 95-9328, 95-9329, 95-9330 and 95-9331

Please FAX proof copy before this goes to press, to 208-769-1454
Thanks, Dianne

Dear Kattie & Glenda:

Enclosed you will find a legal notice which we wish to have published in your newspaper on the dates indicated, March 2 and 9, 2006, (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 03/20/2006. Your cooperation is GREATLY appreciated.

Thank you,

Sincerely

Dianne

Dianne Ball
Administrative Assistant

DEPARTMENT OF WATER RESOURCES
1910 NORTHWEST BLVD., SUITE 210 - COEUR D'ALENE ID 83814
Phone 208-769-1450 - FAX - 208-769-1454

Ball, Dianne

From: Ball, Dianne
Sent: Friday, February 24, 2006 3:42 PM
To: Legal Notices-CdA Press (E-mail); Legal Notices-CdA Press2 Glenda Jefferson (E-mail)
Subject: Legal notice for publication on March 2 & 9, 2006

Hi, Kattie and Glenda,

Attached is our cover letter requesting publication of a legal notice on March 2 and 9, 2006. The legal notice is also attached.

If you have ANY questions, please call me at 208-769-1450, and **PLEASE FAX A PROOF COPY** to me, before this goes to press, at
208-769-1454

Thanks, and have a wonderful day. It's always a pleasure to work with you.

If everything seems to be coming your way, you're probably in the wrong lane.
Dianne

Dianne Ball
Administrative Assistant
Idaho Dept of Water Resources
1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814
Phone (208)769-1450 FAX (208)769-1454



CoverLetter
12-24-06 e-mail Cd..



LegalNotice
2-24-06 Cda e-mai..



State of Idaho
DEPARTMENT OF WATER RESOURCES
Northern Region, 1910 Northwest Blvd. Suite 210, Coeur d'Alene, Idaho 83814-2615
Phone: (208) 769-1450 Fax: (208) 769-1454 Web Site: www.idwr.idaho.gov

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

February 24, 2006

NANCY CARLSON
203 SPRINGVIEW DR
LYNDEN WA 98264

RE: Water Right Claim No 95-9330 and 95-9331

Dear Claimant(s):

The Department of Water Resources acknowledges receipt of your water right claim. Please refer to the above referenced number in all future correspondence regarding this application.

A legal notice of the claim has been prepared and is scheduled for publication in the Coeur d'Alene Press on March 2 and 9, 2006. If exceptions to the claim are filed you will be sent a copy of the exceptions(s).

The filing and advertising of the claim does not confirm the water right claimed. It will serve to record and preserve the information and the evidence, including any exceptions, regarding the claim.

If, at a later date, you find that you have additional information or supporting evidence that you would like to have included with the claim, you may have the information or evidence added at any time. Corrections to the claim may be made by filing an amended claim; no additional filing fees are required to amend a claim.

Also, please note that water right owners are required to report any change of water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

We are enclosing a copy of the claim for your records. Please feel free to contact this office if you have any questions.

Sincerely,

Keith E. Franklin
Water Resource Agent

Enclosure(s) *No 17363*

DENNIS AND NANCY CARLSON
203 Springview Dr., Lynden, WA 98264
360 318-9761 or cell 509 429-1818

February 7, 2006

Idaho Department of Water Resources
1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814

RECEIVED
FEB 10 2006
IDWR/North

Re: claims to water rights for Gail Larson (2) and Nancy Carlson (2)

Dear Sir:

Please find enclosed four Claims to Water Rights. Two are for Nancy Carlson and two are for Gail Larson.

Will you please return a copy of each "Claim to a Water Right" application once the Claim No. has been placed on them? I am enclosing a pre-paid envelope for the four applications copies. I do not wish copies of the rest of the documentation only the application front and back.

Sincerely,



Nancy Carlson

TWO SPRINGS RESERVOIR AGREEMENT

THIS AGREEMENT is made this 3rd day of August, 2004, by and between VAN B. LARSON and JUDY L. CAREY, husband and wife, NANCY LYN CARLSON, ERIC CARLSON, JON CARLSON and KAREN DUDDLESTEN as follows:

RECITALS

There is located on the real property described on Schedule A attached hereto and made a part hereof two springs and a reservoir.

VAN LARSON and JUDY L. CAREY have equal rights to the water from the two springs/reservoir with NANCY LYN CARLSON, ERIC CARLSON and JON CARLSON. These riparian water rights are prescriptive, grandfathered and run with the land legally described on Schedules B (VAN LARSON and JUDY L. CAREY) and C (NANCY LYN CARLSON, ERIC CARLSON and JON CARLSON), attached hereto and made a part hereof.

KAREN DUDDLESTEN, as owner of the property described on Schedule A in which the two springs/reservoir are located, has equal rights to the water from the two springs/reservoir, subject to any applicable governmental regulations and permits.

The purpose of this Two Springs Reservoir Agreement is to recognize each party's right in and to the water for the two springs/reservoir and to insure maintenance of the two springs/reservoir.

AGREEMENT

Each party agrees that the other parties have an equal right to the two springs/reservoir and an equal right to take water from the two springs/reservoir, subject to any applicable governmental regulations and permits.

Each party recognizes that the other parties have the right to enter on the lands described on Schedule A and to place, replace, bury and maintain water pipes as they now exist for the purpose of conducting water from the two springs/reservoir to their respective dwelling places that are currently receiving water from the two springs/reservoir.

Each party who actually draws water from the two springs/reservoir agrees that they will keep and maintain the two springs/reservoir in good order and shall bear their proportionate share of all expenses incurred in the maintenance and operation of the two springs/reservoir.

Each party who actually draws water from the two springs/reservoir agrees to clean in a prudent and reasonable manner the two springs and reservoir on a rotating basis at their own expense. Thus, if two parties are drawing water from the two springs/reservoir, then the two parties agree that every other year, they are responsible for cleaning in a prudent and reasonable manner the two springs and reservoir prior to March 30 of that year. If three parties are actually drawing water from the two springs/reservoir, then each party shall be responsible to clean in a prudent and reasonable manner the two springs/reservoir every third year by March 30 of that year. If a party fails to clean in a prudent and reasonable manner the two springs and reservoir when that party is obligated to do so, then that party shall not draw any water from the two springs/reservoir for that entire calendar year.

Each party shall have the right and easement to take water and to store, and to conduct, the same over, on, through and across, the land described on Schedule A, subject however to the above conditions of maintenance, and any applicable governmental regulations and permits.

The water lines to and from the two springs and reservoir may be moved by KAREN DUDDLESTEN at her expense so long as it does not interfere, damage or change the rights of the owners of the property of Schedules B and C.

NANCY LYN CARLSON, ERIC CARLSON and JON CARLSON will make reasonable efforts to develop an alternative source of water such as from Coeur d'Alene Lake, a well or spring on a Swede Bay property, or from the well/spring belonging to GAIL LARSON and GUENEVER LINNEA ALDRICH above the greenhouse owned by GAIL LARSON.

KAREN DUDDLESTEN shall not be responsible or have any liability for the two springs and reservoir, the lines and water therefrom if she does not hook up to the two springs and reservoir or water therefrom.

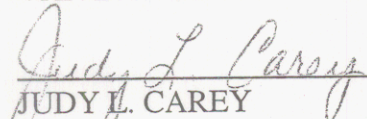
This Two Springs Reservoir Agreement shall enure to the parties hereto and their heirs, assigns, successors and personal representatives forever.

DATED this 3rd day of August, 2004.

PARTY OF THE FIRST PART:

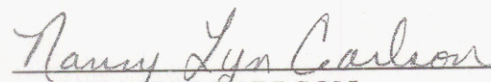


VAN B. LARSON

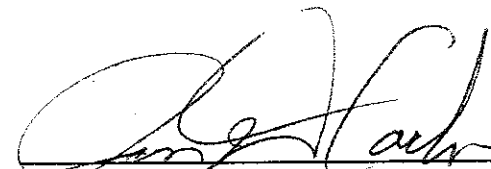


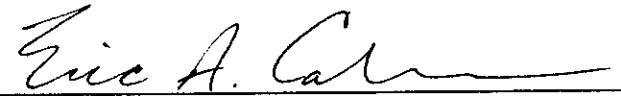
JUDY L. CAREY

PARTY OF THE SECOND PART:

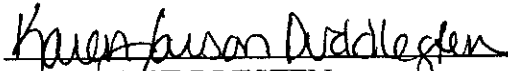


NANCY LYN CARLSON

 8/3/04
JON CARLSON


ERIC CARLSON

PARTY OF THE THIRD PART:

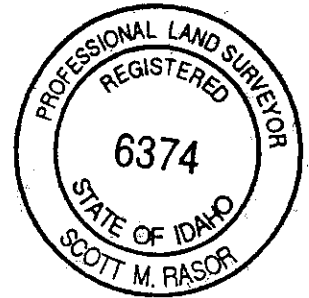

KAREN DUDDLESTEN

I:\Spodocs\91111\00108\agree\00193047.WPD:lg

EXHIBIT A



MECKEL ENGINEERING & SURVEYING
3906 N. Schreiber Way
Coeur d'Alene, ID 83815
Office 208-667-4638 • Fax 208-664-3347
www.meckel.com



August 4, 2004

Sec.1, T49N, R4W

Scott M. Rasor
8/4/04

LARSON TRUST TRACT 1
LEGAL DESCRIPTION

A tract of land being a portion of Tax Number 9502, as described in Deed on file under Instrument Number 119414, situated in the Southwest Quarter of the Southwest Quarter of Section 1, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of said Section 1, monumented according to Corner Perpetuation and Filing Record form on file under Instrument Number 1891703 from which the Meander Corner between Sections 11 and 12, monumented according to the Corner Perpetuation and Filing Record form on file under Instrument Number 1073324, bears South 01°08'13" East, a distance of 387.32 feet;

thence along the West line of said Section 1, North 02°22'31" East, a distance of 56.02 feet to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 6374, the Point of Beginning;

thence continuing along said West line, North 02°22'31" East, a distance of 418.83 feet to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 6374 on the centerline of Swede Bay Road (formerly known as Lindsay Road);

thence along the centerline of said Swede Bay Road the following four (4) courses:

1. along the arc of a curve right which is concave to the Southeast having a radius of 60.24 feet through a central angle of 33°21'15" an arc distance of 35.07 feet and having a chord bearing and distance of North 64°57'50" East, 34.57 feet, to a point of tangency;
2. thence North 75°25'42" East, a distance of 79.72 feet to a point of curvature;
3. thence along the arc of a curve right which is concave to the South having a radius of 170.00 feet, through a central angle of 25°19'44" an arc distance of 75.15 feet and having a chord bearing and distance of North 88°05'36" East, 74.54 feet to a point of tangency;
4. thence South 79°14'24" East, a distance of 2.43 feet to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 6374;

thence leaving said road centerline, South 00°41'37" West, a distance of 332.43 feet to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 6374 on the centerline of the Old Wood Road;

508 3-20-01

thence South 17°23'01" East, a distance of 139.41 feet to an iron rod, 5/8 inch diameter, 30 inches long with a plastic cap marked PLS 6374;

thence South 51°18'38" East, a distance of 17.41 feet to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 6374;

thence South 43°08'10" East, a distance of 77.73 feet to an iron rod, 5/8 inch diameter with a plastic cap marked PLS 6374 on the shore of Lake Coeur d' Alene at approximate Summer Pool, 2128 Avista Elevation;

thence along said shore line at approximate Summer Pool the following six (6) courses:

1. South 27°59'39" West, a distance of 4.25 feet;
2. thence South 38°28'48" West, a distance of 15.30 feet;
3. thence South 75°07'37" West, a distance of 15.30 feet;
4. thence South 77°09'44" West, a distance of 14.40 feet;
5. thence South 59°34'24" West, a distance of 35.38 feet;
6. thence South 41°42'24" West, a distance of 11.92 feet to an iron rod, 5/8 inch diameter with a plastic cap marked PLS 6374;

thence leaving said shore line, North 60°48'41" West, a distance of 261.53 feet to the Point of Beginning, containing 2.465 acres of land more or less;

Subject to:

Any existing Easements, covenants, conditions, rights, reservations, restrictions or encumbrances of record or in view including right-of-way for existing Swede Bay Road and the Old Wood Road.

SCHEDULE B

Van Larson & Judy L. Carey

Legal Description of Property

Parcel A

That portion of Government Lot 1 in Section 12, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, lying Southerly of a strip of land 50.00 feet in width situated in Government Lot 1, Section 12 and in the Southwest Quarter of Section 1, all in Township Number 357758, Book 178 of Deeds at page 498, records of Kootenai County, Idaho, and more particularly described as follows:

Said strip of land is bounded on the Southwest by a line beginning at the Southeast corner of Section 2, from which the South Quarter corner of Section 2 bears North 89°50'40" West 2648.42 feet; thence South 61°13'10" East, 156.14 feet to an existing one-half inch diameter iron pipe and extending in a straight line to the shore of Lake Coeur d'Alene; and bounded on the Northeast by a line described as follows:

Commencing at the aforesaid corner of Section 2; thence North 1°22'25" East, 56.32 feet along the East line of Section 2; thence South 61°13'10" East, 160 feet more or less to the shore of Lake Coeur d'Alene.

Parcel B

That portion of Government Lot 1 in Section 12, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, further described as follows:

From the corner to Sections 1, 2, 11 and 12, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; thence

South on Section line, 116 feet to the place of beginning marked by a 3/4 inch pipe in mound of rock; thence East 132 feet to the shore of Coeur d'Alene Lake; thence

Westerly along Lake shore to a point South of the place of beginning; thence

North 323 feet more or less to place of beginning.

EXCEPTIN THEREFROM

Beginning at the meander corner between Sections 11 and 12, 386.35 feet South 00°00' West of Section Corner 1, 2, 11 and 12, Township 49 North, Range 4 West of the Boise Meridian; thence

North 35°00' West 68.55 feet to a point (a 3/4 inch iron pipe); thence

South 48°20' East 96.14 feet to a point (a 3/4 inch iron pipe) at the edge of Lake Coeur d'Alene; thence

South 27°58'30" West 80.00 feet along the shore of Lake Coeur d'Alene to a point (a 3/4 inch iron pipe); thence

North 43°32' West 101.00 feet to a point (a 3/4 inch iron pipe in edge of driveway); thence

North 36°34' West 260.30 feet to a point (a 3/4 inch iron pipe in center of private road); thence

North 27°49'30" East 80.00 feet to a point (a 3/4 inch iron pipe); thence

South 35°00' East 335.04 feet to the point of beginning, being a part of Government Lot 1, Section 11, and a part of Section 12 of said Township and Range.

Parcel C

That portion of Government Lot 1 in Section 11, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, further described as follows:

Beginning at the established corner of Sections 1, 2, 11 and 12, Township 49 North, Range 4 West, Boise Meridian; thence

South 386.7 feet to meander corner to Sections 11 and 12; thence

North 35° West 471.7 feet to Section line; thence

East on Section line 270 feet to the place of beginning,

EXCEPTING THEREFROM

Beginning at a point (a 3/4 inch iron pipe) which is North 90°00' West along the Section line one hundred two and 19/100 (102.19) feet from Section Corner one (1) Two (2), Eleven (11) and Twelve (12), Township Forty Nine (49) North, Range Four (4) West of the Boise Meridian; thence

South 38°48' West one Hundred Forty three and 54/100 (143.54) feet to a point (a 3/4 inch iron pipe); thence

North 35°00' West one Hundred thirty six and 56/100 (136.56) feet to a point (a 3/4 inch iron pipe); thence

South 90°00' East one Hundred sixty eight and 31/100 (168.31) feet more or less to the point of beginning.

ALSO EXCEPTING THEREFROM

Beginning at the meander corner between Sections 11 and 12, 386.35 feet South 00°00' West of Section Corner 1, 2, 11 and 12, Township 49 North, Range 4 West of the Boise Meridian; thence

North 35°00' West 68.55 feet to a point (a 3/4 inch iron pipe); thence

South 48°20' East 96.14 feet to a point (a 3/4 inch iron pipe) at the edge of Lake Coeur d'Alene; thence

South 27°58'30" West 80.00 feet along the shore of Lake Coeur d'Alene to a point (a 3/4 inch iron pipe); thence

North 43°32' West 101.00 feet to a point (a 3/4 inch iron pipe in edge of driveway); thence

North 36°34' West 260.30 feet to a point (a 3/4 inch iron pipe in center of private road); thence

North 27°49'30" East 80.00 feet to a point (a 3/4 inch iron pipe); thence

South 35°00' East 335.04 feet to the point of beginning, being a part of Government Lot 1, Section 11, and a part of Section 12 of said Township and Range.

SCHEDULE B

Van Larson & Judy L. Carey

Legal Description of Property

Parcel A

That portion of Government Lot 1 in Section 12, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, lying Southerly of a strip of land 50.00 feet in width situated in Government Lot 1, Section 12 and in the Southwest Quarter of Section 1, all in Township 49 North, Range 4 West, Boise Meridian, as described in Warranty Deed recorded as Instrument Number 357758, Book 178 of Deeds at page 498, records of Kootenai County, Idaho, and more particularly described as follows:

Said strip of land is bounded on the Southwest by a line beginning at the Southeast corner of Section 2, from which the South Quarter corner of Section 2 bears North 89°50'40" West 2648.42 feet; thence South 61°13'10" East, 156.14 feet to an existing one-half inch diameter iron pipe and extending in a straight line to the shore of Lake Coeur d'Alene; and bounded on the Northeast by a line described as follows:

Commencing at the aforesaid corner of Section 2; thence North 1°22'25" East, 56.32 feet along the East line of Section 2; thence South 61°13'10" East, 160 feet more or less to the shore of Lake Coeur d'Alene.

Parcel B

That portion of Government Lot 1 in Section 12, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, further described as follows:

From the corner to Sections 1, 2, 11 and 12, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; thence

South on Section line, 116 feet to the place of beginning marked by a 3/4 inch pipe in mound of rock; thence East 132 feet to the shore of Coeur d'Alene Lake; thence

Westerly along Lake shore to a point South of the place of beginning; thence

North 323 feet more or less to place of beginning.

EXCEPTIN THEREFROM

Beginning at the meander corner between Sections 11 and 12, 386.35 feet South 00°00' West of Section Corner 1, 2, 11 and 12, Township 49 North, Range 4 West of the Boise Meridian; thence

North 35°00' West 68.55 feet to a point (a 3/4 inch iron pipe); thence

South 48°20' East 96.14 feet to a point (a 3/4 inch iron pipe) at the edge of Lake Coeur d'Alene; thence

South 27°58'30" West 80.00 feet along the shore of Lake Coeur d'Alene to a point (a 3/4 inch iron pipe); thence

North 43°32' West 101.00 feet to a point (a 3/4 inch iron pipe in edge of driveway); thence

North 36°34' West 260.30 feet to a point (a 3/4 inch iron pipe in center of private road); thence

North 27°49'30" East 80.00 feet to a point (a 3/4 inch iron pipe); thence

South 35°00' East 335.04 feet to the point of beginning, being a part of Government Lot 1, Section 11, and a part of Section 12 of said Township and Range.

Parcel C

That portion of Government Lot 1 in Section 11, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, further described as follows:

Beginning at the established corner of Sections 1, 2, 11 and 12, Township 49 North, Range 4 West, Boise Meridian; thence

South 386.7 feet to meander corner to Sections 11 and 12; thence

North 35° West 471.7 feet to Section line; thence

East on Section line 270 feet to the place of beginning,

EXCEPTING THEREFROM

Beginning at a point (a 3/4 inch iron pipe) which is North 90°00' West along the Section line one hundred two and 19/100 (102.19) feet from Section Corner one (1) Two (2), Eleven (11) and Twelve (12), Township Forty Nine (49) North, Range Four (4) West of the Boise Meridian; thence

South 38°48' West one Hundred Forty three and 54/100 (143.54) feet to a point (a 3/4 inch iron pipe); thence

North 35°00' West one Hundred thirty six and 56/100 (136.56) feet to a point (a 3/4 inch iron pipe); thence

South 90°00' East one Hundred sixty eight and 31/100 (168.31) feet more or less to the point of beginning.

ALSO EXCEPTING THEREFROM

Beginning at the meander corner between Sections 11 and 12, 386.35 feet South 00°00' West of Section Corner 1, 2, 11 and 12, Township 49 North, Range 4 West of the Boise Meridian; thence

North 35°00' West 68.55 feet to a point (a 3/4 inch iron pipe); thence

South 48°20' East 96.14 feet to a point (a 3/4 inch iron pipe) at the edge of Lake Coeur d'Alene; thence

South 27°58'30" West 80.00 feet along the shore of Lake Coeur d'Alene to a point (a 3/4 inch iron pipe); thence

North 43°32' West 101.00 feet to a point (a 3/4 inch iron pipe in edge of driveway); thence

North 36°34' West 260.30 feet to a point (a 3/4 inch iron pipe in center of private road); thence

North 27°49'30" East 80.00 feet to a point (a 3/4 inch iron pipe); thence

South 35°00' East 335.04 feet to the point of beginning, being a part of Government Lot 1, Section 11, and a part of Section 12 of said Township and Range.



MECKEL ENGINEERING & SURVEYING
3906 N. Schreiber Way
Coeur d'Alene, ID 83815
Office 208-667-4638 • Fax 208-664-3347
www.meckel.com



August 4, 2004

Sec.1, T49N, R4W

Scott M. Rasor
8/4/04

LARSON TRUST TRACT 5
LEGAL DESCRIPTION

A tract of land being a portion of Tax Number 9502 as described in Deed on file under Instrument Number 119414 and Tax Number 4479 as described in Deed on file in Book 130 at Page 249, situated in the Southwest Quarter of the Southwest Quarter of Section 1, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of said Section 1, monumented according to Corner Perpetuation and Filing Record form on file under Instrument Number 1891703 from which the Meander Corner between Sections 11 and 12, monumented according to the Corner Perpetuation and Filing Record form on file under Instrument Number 1073324, bears South 01°08'13" East, a distance of 387.32 feet;

thence continuing along said West line, North 02°22'31" East, a distance of 474.85 feet to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 6374 on the centerline of Swede Bay Road (formerly known as Lindsay Road);

thence along the centerline of said Swede Bay Road the following six (6) courses:

1. along the arc of a curve right which is concave to the Southeast having a radius of 60.24 feet through a central angle of 33°21'15" an arc distance of 35.07 feet and having a chord bearing and distance of North 64°57'50" East, 34.57 feet, to a point of tangency;
2. thence North 75°25'42" East, a distance of 79.42 feet to a point of curvature;
3. thence along the arc of a curve right which is concave to the South having a radius of 170.00 feet, through a central angle of 25°19'55" an arc distance of 75.15 feet and having a chord bearing and distance of North 88°05'36" East, 74.54 feet to a point of tangency;
4. thence South 79°14'24" East, a distance of 61.82 feet to a point of curvature;
5. thence along the arc of a curve left which is concave to the North having a radius of 90.00 feet through a central angle of 28°43'49" an arc distance of 45.13 feet and having a chord bearing and distance of North 86°23'42" East, 44.66 feet to a point of tangency;
6. thence North 72°01'47" East, a distance of 74.78 feet to an iron rod, 5/8 inch diameter with a plastic cap marked PLS 6374, the Point of Beginning;

thence continuing along the centerline of said Swede Bay Road the following five (5) courses:

1. thence along the arc of a curve left which is concave to the Northwest having a radius of

- 90.00 feet through a central angle of $23^{\circ}20'35''$ an arc distance of 36.67 feet and having a chord bearing and distance of North $60^{\circ}21'52''$ East, 36.41 feet to a point of tangency;
2. thence North $48^{\circ}41'17''$ East, a distance of 51.89 feet to a point of curvature;
 3. thence along the arc of a curve right which is concave to the South having a radius of 85.00 feet through a central angle of $66^{\circ}44'52''$ an arc distance of 99.02 feet and having a chord bearing and distance of South $86^{\circ}03'43''$ East, 93.52 feet to a point of tangency;
 4. thence South $64^{\circ}33'51''$ East, a distance of 18.26 feet to a point of curvature;
 5. thence along the arc of a curve left which is concave to the Northeast having a radius of 150.00 feet through a central angle of $02^{\circ}35'34''$ an arc distance of 6.79 feet and having a chord bearing and distance of South $65^{\circ}51'38''$ East, 6.79 feet to an iron rod, 5/8 inch diameter with a plastic cap marked PLS 6374;

thence leaving said road centerline South $11^{\circ}48'55''$ West, a distance of 179.53 feet to an iron rod, 5/8 inch diameter with a plastic cap marked PLS 6374 on the centerline of the existing Old Wood Road;

thence along the centerline of said Old Wood Road the following three (3) courses:

1. South $02^{\circ}47'23''$ West, a distance of 55.67 feet;
2. thence South $00^{\circ}55'54''$ West, a distance of 32.83 feet;
3. thence South $02^{\circ}53'30''$ East, a distance of 15.94 feet to an iron rod, 5/8 inch diameter with a plastic cap marked PLS 6374;

thence leaving said centerline, South $37^{\circ}28'58''$ West, a distance of 139.72 feet to an iron rod, 5/8 inch diameter with a plastic cap marked PLS 6374 on the centerline of said Old Wood Road;

thence South $12^{\circ}31'55''$ West, a distance of 127.52 feet to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 6374;

thence South $19^{\circ}48'06''$ East, a distance of 65.16 feet to an iron rod 5/8 inch diameter with a plastic cap marked PLS 6374 on the shore of Lake Coeur d' Alene at approximate Summer Pool, 2128 Avista Elevation;

thence along said shore line the following three (3) courses:

1. North $86^{\circ}00'25''$ West, a distance of 14.47 feet;
2. thence South $86^{\circ}49'10''$ West, a distance of 47.32 feet;
3. thence South $78^{\circ}14'50''$ West, a distance of 5.59 feet to an iron rod, 5/8 inch diameter with a plastic cap marked PLS 6374;

thence leaving said shore line, North $30^{\circ}43'35''$ West, a distance of 72.12 feet to an iron rod, 5/8 inch diameter with a plastic cap marked PLS 6374;

thence North 10°15'32" East, a distance of 122.37 feet to an iron rod, 5/8 inch diameter with a plastic cap marked PLS 6374 on the centerline of the existing Old Wood Road;

thence North 04°21'26" East, a distance of 343.53 feet to the Point of Beginning, containing 1.721 acres of land, more or less;

Subject to:

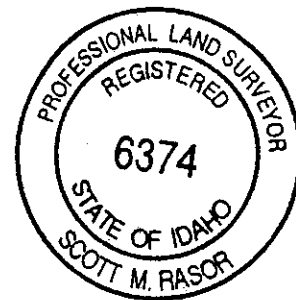
Any existing easements, covenants, conditions, right, reservations, restrictions or encumbrances of record or in view including right-of-way for existing Swede Bay Road and the Old Wood Road.

Schedule C

EXHIBIT A



MECKEL ENGINEERING & SURVEYING
3906 N. Schreiber Way
Coeur d'Alene, ID 83815
Office 208-667-4638 • Fax 208-664-3347
www.meckel.com



August 4, 2004

Sec.1, T49N, R4W

Scott M. Rasor
8/4/04

LARSON TRUST TRACT 4
LEGAL DESCRIPTION

A tract of land being a portion of Tax Number 9502, as described in the deed on file under Instrument Number 119414, situated in the Southwest Quarter of the Southwest Quarter of Section 1, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of said Section 1, monumented according to Corner Perpetuation and Filing Record form on file under Instrument Number 1891703 from which the Meander Corner between Sections 11 and 12, monumented according to the Corner Perpetuation and Filing Record form on file under Instrument Number 1073324, bears South 01°08'13" East, a distance of 387.32 feet;

thence along the West line of said Section 1, North 02°22'31" East, a distance of 474.85 feet to an iron rod 5/8 inch diameter, with a plastic cap marked PLS 6374 on the centerline of Swede Bay Road (formerly know as Lindsay Road);

thence along the centerline of said Swede Bay Road the following four (4) courses:

1. along the arc of a curve right which is concave to the Southeast having a radius of 60.24 feet through a central angle of 33°2'15" an arc distance of 35.07 feet and having a chord bearing and distance of North 64°57'50" East, 34.57 feet, to a point of tangency;
2. thence North 75°25'42" East, a distance of 79.72 feet to a point of curvature;
3. thence along the arc of a curve right which is concave to the South having a radius of 170.00 feet, through a central angle of 25°19'44" an arc distance of 75.15 feet and having a chord bearing and distance of North 88°05'36" East, 74.54 feet to a point of tangency;
4. thence South 79°14'24" East, a distance of 2.43 feet to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 6374, the Point of Beginning;

thence continuing along the centerline of said Swede Bay Road the following three (3) courses:

1. South 79°14'24" East, a distance of 61.82 feet to a point of curvature;
2. thence along the arc of a curve left which is concave to the North having a radius of 90.00 feet through a central angle of 28°43'49" an arc distance of 45.13 feet and having a chord bearing and distance of North 86°23'42" East, 44.66 feet to a point of tangency;
3. thence North 72°01'47" East, a distance of 74.78 feet to an iron rod, 5/8 inch diameter with

a plastic cap marked PLS 6374;

thence leaving said road centerline, South 04°21'26" West, a distance of 343.53 feet to an iron rod 5/8 inch diameter with a plastic cap marked PLS 6374 on the centerline of the existing Old Wood Road;

thence South 10°15'32" West, a distance of 122.37 feet to an iron rod, 5/8 inch diameter with a plastic cap marked PLS 6374;

thence South 30°43'35" East, a distance of 72.12 feet to an iron rod, 5/8 inch diameter with a plastic cap on the shore of Lake Coeur d' Alene at approximate Summer Pool, 2128 Avista Elevation;

thence along said shore line at approximate Summer Pool the following three (3) courses:

1. South 78°14'50" West, a distance of 46.38 feet;
2. thence South 59°55'00" West, a distance of 14.54 feet;
3. thence South 27°59'39" West, a distance of 6.47 feet to an iron rod, 5/8 inch diameter, marked PLS 6374;

thence leaving said shore line North 43°08'10" West, a distance of 77.73 feet to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 6374;

thence North 51°18'38" West, a distance of 17.41 feet to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 6374;

thence North 17°23'01" West, a distance of 139.41 feet to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 6374 on the centerline of the existing Old Wood Road;

thence North 00°41'37" East, distance of 332.43 feet to the Point of Beginning, containing 1.721 acres of land more or less;

Subject to:

Any existing easements, covenants, conditions, right, reservations, restrictions or encumbrances of record or in view including right-of-way for existing Swede Bay Road and the Old Wood Road.

Fin. J
5/20/04

FREDERIC G. EMRY II
PAINE, HAMBLIN, COFFIN,
BROOKE & MILLER LLP
717 West Sprague Avenue, Suite 1200
Spokane, Washington 99201-3505
Telephone: (509) 455-6000
Facsimile: (509) 838-0007

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI
MAGISTRATE DIVISION

In the Matter of the Estate of

HENRY EDWARD LARSON,

)
) Case No. 88415
)

) **SETTLEMENT AGREEMENT**
)

This "Settlement Agreement" made this ^{rw} 30 day of May, 2004, by and
between the undersigned: VAN BARKER LARSON ("Van"), GAIL LARSON ("Bunny"),
NANCY LYN CARLSON ("Nancy Lyn"), JON DAVID CARLSON ("Jon"), ERIC ALAN
CARLSON ("Eric"), GUENEVER LINNEA ALDRICH ("Guenever"), SANDRA LARSON
SWICK ("Sandra") and KAREN LARSON DUDDLESTEN ("Karen"), as follows:

RECITALS:

A. HENRY E. LARSON's Will established the HENRY E. LARSON Trust ("Trust")
which terminated upon the death of NANCY MAE LARSON. HENRY E. LARSON ("Henry")
died on July 31, 1991. NANCY MAE LARSON ("Mae") died on March 26, 2004. The
undersigned are all the beneficiaries of the HENRY E. LARSON Trust with Van, Bunny and
Nancy Lyn as the current Trustees.

B. The Trust contained interests in real property in Kootenai County, Idaho, set forth on Schedule A, attached hereto and made a part hereof, which are described as: "Tract #10" Valhalla Park Tracts, Parcel No. 0-8340-000-010-0 and one-half interest in #10 drain field described in Book 178 of Deeds of page 498; that portion of Government Lot No.1 Parcel No. 49NO4W-12-3175 that is NE of Tax No. 3185 (Meckel's 50' strip of property); the timber property identified as Tax No. 9502 which is Parcel No. 49NO4W-01-6100; and property identified as Tax #4479. All of the above-described properties are referred to as "Swede Bay Properties," except for Tract #10 Valhalla. The "Trust Properties" include both Tract #10 Valhalla and the Swede Bay Properties.

C. At the time the HENRY LARSON Trust was funded, the Trust owned 85.2773% of the Trust Properties and NANCY MAE LARSON owned 14.7227% of the Trust Properties. When NANCY MAE LARSON died, her estate owned 3.1727% interest in the Trust Properties. Pursuant to NANCY MAE LARSON's Will, one-half of the 3.1727% interest in the Trust Properties or 1.58635% passes to Van and 1.58635% passes to Bunny.

D. The undivided 85.2773% interest in the Trust Properties is split equally between eight undersigned beneficiaries so that each undersigned beneficiary gets 10.65966% of the Trust Properties. In addition, Van has 11.55% interest in the Trust Properties through gifts from NANCY MAE LARSON and Van receives an additional 1.58635% in the Trust Properties from the estate of NANCY MAE LARSON. Also, Bunny receives 1.58635% in the Trust Properties along with her 10.65966%.

E. As a result, Van receives 23.7979% of the Trust Properties; Bunny receives 12.24606% of the Trust properties and Nancy Lyn, Sandra, Karen, Eric, Jon and Guenever each receive 10.65966% of the Trust Properties.

F. Thus, Van and his daughters receive 45.1173% of the Trust Properties; Bunny and her daughter receive 22.9039% of the Trust Properties, and Nancy and her two children receive 31.9791% of the Trust Properties.

G. There is an existing private road ("Swede Bay Road") described on the survey of Meckel Engineering & Surveying which currently provides restricted access to La Counte's, Emry's, Corbin's, Slaughter's and Leithe's. Below Swede Bay Road is an old wood road ("Old Wood Road"). There are two springs and a reservoir on Tax Parcel #6100 which currently furnishes water to NANCY MAE LARSON's house ("Mae's House") and the renter's house on Tax Parcel #6100 which is known as the "Pugh's House."

H. Mae's residence, shop and guesthouse were specifically bequeathed to Van in Mae's Will and are not part of this division. However, that part of Tax No. 3175 SW of Meckel's 50' strip (which is known as Tax No. 8357) should have been distributed to NANCY MAE LARSON at the time of funding HENRY LARSON's Trust, as part of Mae's residence and shop. If this was not deeded to Mae, then it must be done now. Also there needs to be corrected any cloud on the title of Steve Goodell and Timme Goodell's property that was acquired by them from DONALD E. SCHELIN and CARLENE M. SCHELIN. Finally, the property owned by Bunny, Tax No. 9695, which is described as the "Greenhouse" is not part of this division.

I. There was a Personal Representative's Deed dated December 2, 1997, conveying all water rights to NANCY MAE LARSON to the spring on Tax Parcel #6100. There was also a

Personal Representative's timber deed dated December 2, 1997, to NANCY MAE LARSON to cut and remove timber on Tax Parcel #6100 and Tax Parcel No. 9502.

AGREEMENT

IN CONSIDERATION of the mutual covenants and promises herein contained, IT IS AGREED:

1. Schedule A describes the Trust Properties. Schedule B describes the formula to be used in dividing the Trust Properties. Schedule C are the line adjustments to be followed by Meckel Survey and Engineering Company. Each Schedule shall be initialed by all eight Trust Beneficiaries. The final distribution of the Trust Properties will be as described in Schedules B and C as part of this Settlement Agreement.

2. The timber deed and the spring deed both dated December 2, 1997, will be reconveyed to the real property from which it came. Mae's House and the Pugh's House will continue to have access, water lines to and from the two springs and reservoir, and water rights therefrom, on the Swede Bay Property that Karen and Sandra are receiving. Karen and Sandra have the right to hook up to the two springs and reservoir and draw water therefrom. These water rights described herein run with the land. Those parties who use the two springs and reservoir will enter into a Maintenance and Use Agreement.

3. Van will receive Tract #10, Valhalla, plus all of the drainfield and well rights to Tract #10 from NANCY MAE LARSON's estate.

4. Bunny and Guenever will receive 10.272 acres of Swede Bay Properties, including 134.98 linear feet of beach frontage as described on Schedule C in their names as joint tenants with right of survivorship, to include a build-able housing site below Swede Bay Road.

Included in the Swede Bay Properties Bunny and Guenever are receiving is the well/spring above the Greenhouse.

5. Nancy Lyn, Eric and Jon will receive 12.760 acres of Swede Bay Properties, including 167.68 linear feet of beach frontage as described in Schedule C in their names as tenants-in-common. The Swede Bay Properties that Nancy Lyn, Eric and Jon are receiving will include the Pugh's House and all improvements on their land, with the right to build on the Old Wood Road should Pugh's house become uninhabitable and a house not be allowed to be rebuilt on the existing site.

6. Karen and Sandra will receive 9.140 acres of Swede Bay Properties including 120.10 linear feet of beach frontage as described on Schedule C. Of the Swede Bay Properties Karen and Sandra are receiving, Karen and Sandra will take ^{joint} ~~individual~~ title to their ⁽²⁾ Swede Bay Properties, if this will not jeopardize the line adjustments to or future divisions of the Swede Bay Properties. Karen and Sandra shall receive their Swede Bay Properties subject to the water rights described in paragraph 2 of this Settlement Agreement. Karen and Sandra shall not be responsible or liable for the two springs and reservoir, the lines and water therefrom on their Swede Bay Properties if they do not hook up to the two springs and reservoir. DN

7. Without affecting their rights in the two springs and reservoir described in paragraph 2 of this Settlement Agreement, Nancy Lyn, Eric and Jon will make reasonable efforts to develop an alternative source of water such as from Coeur d'Alene Lake, a well or spring on their Swede Bay Property, or from the well/spring belonging to Bunny and Guenever above the Greenhouse. Bunny and Guenever grant Nancy Lyn, Eric and Jon a right personal to them, and, not running with the land, at the expense of Nancy Lyn, Eric and Jon, to hook up to the well/spring above the Greenhouse and draw water therefrom. Nancy Lyn, Eric, Jon, Bunny and Guenever will enter into a Maintenance and Use Agreement.

8. Each of the undersigned will sign reciprocal, written easements running with the land to all the undersigned for access to and from their individual properties across Swede Bay Road and Old Wood Road for the Swede Bay Properties. The reciprocal road easements will be similar to the existing road easements, except there will be no restrictions on buildings and will include access for drainfields, septic tanks, wells, springs, utilities, and lines to and from such

improvements across Swede Bay Road and Old Wood Road for their family group properties. No permission need be obtained by any of the undersigned from any of the Trust Beneficiaries regarding use of Swede Bay Road. Karen will receive an easement over Old Wood Road for a minimum period of two years after the transfer of possession of the Trust properties, which terminates after this period should the road be needed as a building site in the event that Pugh's house become uninhabitable and a house not be allowed to be rebuilt on the existing site.

9. Van will be granted a personal right, not running with the land, to use the old wood road once a year to take his boat in or out of Lake Coeur d'Alene.

10. Any cloud on the title of the property belonging to STEVE and TIMME GOODELL will be removed.

11. Each of the undersigned will forever hold all the other undersigned, in any capacity, including as trustee, beneficiary, personally, or as Personal Representative of HENRY LARSON's estate or NANCY MAE LARSON estate, harmless and will forever release each of the undersigned from any and all liability and damages arising out of or related to the Trust Properties, this Settlement Agreement or termination of the Trust.

12. Each of the undersigned will fully cooperate with all the undersigned to implement this Settlement Agreement, including signing all necessary documents pertaining to this Settlement Agreement.

13. The Meckel Survey and Engineering Firm will be hired to make the necessary survey according to this Settlement Agreement on the Swede Bay Properties. Any discrepancy found in acreage or footage calculations of those contained in Schedule B will be distributed proportionately based on the distribution formula of Schedule B for the Swede Bay Properties. A representative from each of the three families receiving Swede Bay Properties will be appointed at the time of signing to approve the survey and it shall become a part of this document.

14. Title insurance will be obtained for the Trust Properties.

15. The expenses of this Settlement Agreement and termination of the Trust, including costs of survey, title insurance, Paine Hamblen attorneys' fees, any unanticipated federal, state or local taxes for the year 2004 will be paid by the undersigned in the same

percentages set forth in paragraph E of the Recitals. Paine Hamblen shall establish a Trust account to pay all fees related to the survey and expenses of this settlement which shall be funded by the undersigned in the same percentages as set forth in paragraph E of the Recitals. No deeds shall be conveyed to the undersigned persons unless all fees associated with the Settlement Agreement have been paid by the individual undersigned. Each of the undersigned shall be solely responsible for the payment of his or her own attorney's fees and other costs incurred by the undersigned such as road site elevation and surface water site examination.

16. This Settlement Agreement shall be filed in the District Court of the First Judicial District of the State of Idaho, in and for the County of Kootenai, Magistrate's Division, Cause No. 88415 in the matter of the Estate of HENRY EDWARD LARSON, along with a petition seeking a court order signed by a judge in accordance with this Settlement Agreement. All the undersigned waive notice of hearing on the petition and order. The final distribution of Trust Properties will be described in Schedule B as part of this Settlement Agreement and a division of land ordered by the Court to fulfill the requirements of the survey of lots described in Schedule C.

17. This Settlement Agreement was drafted by attorney, Frederic G. Emry, of Paine, Hamblen, Coffin, Brooke & Miller LLP, representing the Trustees, Van and Bunny, and none of the undersigned. Each party to this Settlement Agreement acknowledges that he or she has been afforded an opportunity to be represented by his or her own legal counsel in connection with, and negotiation and execution of, this Settlement Agreement; has carefully read and fully understands all of the provisions of this Settlement Agreement; and is entering into it voluntarily.

18. The terms, provisions, and conditions of this Settlement Agreement shall be binding upon and inure to the benefit of each of the undersigned parties hereto, and his or her respective legal representatives, heirs, successors and assigns.

19. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Idaho.

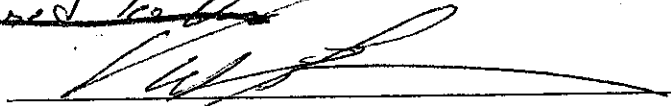
20. This Settlement Agreement may be executed in counterparts, each of which shall constitute an original for all purposes.

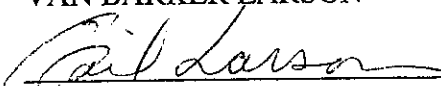
21. This Settlement Agreement is a final informal account of the Trust and terminates the trust relationship between the Trustees and the beneficiaries. No claim against the Trustees may be asserted by any of the undersigned once this Settlement Agreement is signed, except for failure to implement this Settlement Agreement. Each of the undersigned warrant that there are no outstanding bills, expenses, liens or encumbrances against the Trust Properties, except as noted herein.

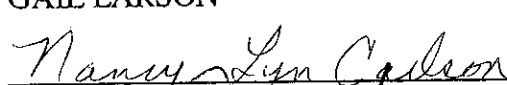
DATED AND SIGNED this 30 day of May, 2004, subject to each of the undersigned attorney's review and approval.

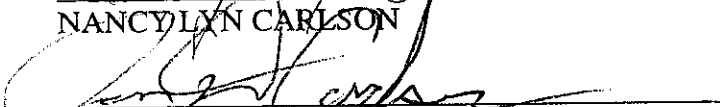
~~All Deeds will be signed at same time that #10 is transferred to the~~

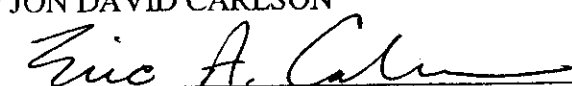
7/6/04


VAN BARKER LARSON

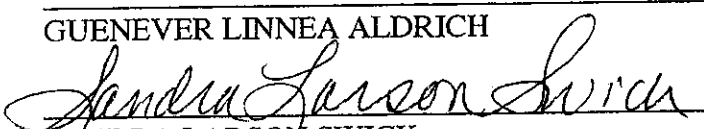

GAIL LARSON

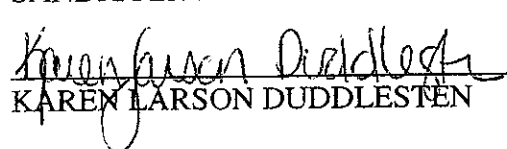

NANCY LYN CARLSON


JON DAVID CARLSON


ERIC ALAN CARLSON

GUENEVER LINNEA ALDRICH

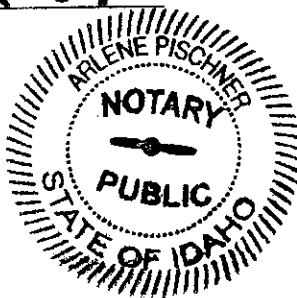

SANDRA LARSON SWICK


KAREN LARSON DUDDLESTEN

STATE OF Idaho)
County of Kootenai) ss.

I certify that I know or have satisfactory evidence that VAN BARKER LARSON is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 7-2-04

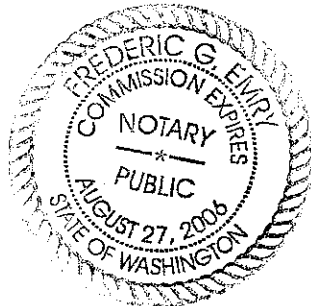


Arlene Pischner
Print Name: Arlene Pischner
Notary Public in and for the State of Idaho, residing at Coeur d'Alene
My commission expires: 12-12-2004

STATE OF Idaho)
County of Kootenai) ss.

I certify that I know or have satisfactory evidence that GAIL LARSON is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: May 30, 2004

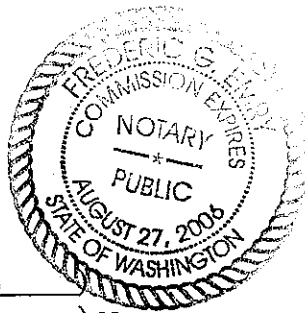


Frederic G. Emory
Print Name: Frederic G. Emory
Notary Public in and for the State of Wash., residing at Spokane
My commission expires: 8/27/2006

STATE OF Idaho)
) ss.
County of Kootenai)

I certify that I know or have satisfactory evidence that NANCY LYN CARLSON is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: May 30, 2004

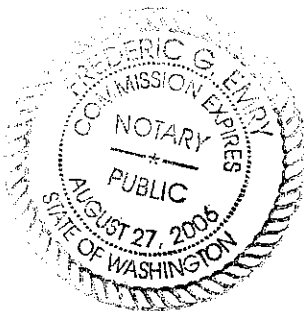


Frederic G. Emery
Print Name: Frederic G. Emery
Notary Public in and for the State of Washington
Idaho, residing at Spokane
My commission expires: 8/27/2006

STATE OF Idaho)
) ss.
County of Kootenai)

I certify that I know or have satisfactory evidence that JON DAVID CARLSON is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: May 30, 2004

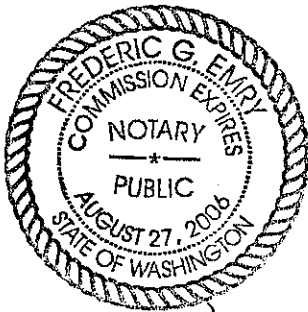


Frederic G. Emery
Print Name: Frederic G. Emery
Notary Public in and for the State of
Wash., residing at Spokane
My commission expires: 8/27/2006

STATE OF Washington)
County of Spokane) ss.

I certify that I know or have satisfactory evidence that ERIC ALAN CARLSON is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: July 12, 2004



Frederic G. Emry
Print Name: Frederic G. Emry
Notary Public in and for the State of
Wash., residing at Spokane
My commission expires: 8/27/2006

STATE OF _____)
County of _____) ss.

I certify that I know or have satisfactory evidence that GUENEVER LINNEA ALDRICH is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

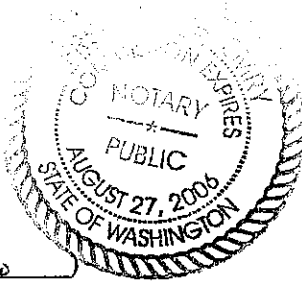
Dated: _____

Print Name: _____
Notary Public in and for the State of
_____, residing at _____
My commission expires: _____

STATE OF Idaho)
) ss.
County of Kootenai)

I certify that I know or have satisfactory evidence that SANDRA LARSON SWICK is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: May 30, 2004

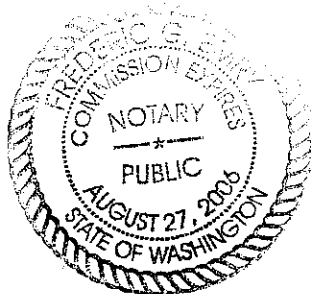


Frederic G. Emery
Print Name: Frederic G. Emery
Notary Public in and for the State of
Wash., residing at Spokane
My commission expires: 8/27/2006

STATE OF Idaho)
) ss.
County of Kootenai)

I certify that I know or have satisfactory evidence that KAREN LARSON DUDDLESTEN is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: May 30, 2004



Frederic G. Emery
Print Name: Frederic G. Emery
Notary Public in and for the State of
Wash., residing at Spokane
My commission expires: 8/27/2006

I:\Spodocs\32500\00001\plead\00181894.DOC

SCHEDULE A

Real property situated in County of Kootenai, State of Idaho

Parcel A: (Valhalla Park and Drainfield)

Tract No. 10 of VALHALLA PARK TRACTS located in Government Lots 2 and 3, in Section 11, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; TOGETHER WITH all riparian rights on Coeur d'Alene Lake, according to plat on file in the Office of the County Recorder.

AND one-half (½) interest in the following-described property: A portion of Government Lot 2, Section 11, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, as surveyed and marked on the ground according to a Record of Survey by Meckel Engineering and Surveying dated June 26, 1989, described as follows:

COMMENCING at the Northwest corner of Lot 8, VALHALLA PARK TRACTS, according to the plat recorded in the Office of the County Recorder in Book C of Plats at Page 165, records of Kootenai County, Idaho, said corner being marked by a rectangular iron rod, 7/8-inch by 3/4-inch;

thence North 13°31'28" East, 20.05 feet to a point on the North line of an access road as shown on the plat of Valhalla Park Tracts, said point marked by an iron rod, 24 inches long, 5/8-inch diameter, with a plastic cap marked PLS/PE 3451, being the Southeast corner of that tract described in the Memorandum of Contract, Anderson to Feeley, recorded in Book 119 of Miscellaneous at Page 703, as Instrument No. 906165, records of Kootenai County, Idaho, and being the TRUE POINT OF BEGINNING for the herein described tract;

thence North 13°35'00" East, 229.47 feet along the Easterly line of that tract described in Memorandum of Contract in Book 119 at Page 703, to an iron rod, 24 inches long, 5/8-inch diameter, with a plastic cap marked PLS/PE 3451, on the Southerly right-of-way line of Everwell Bay Road as described in Warranty Deed recorded in Book 104 of Deeds at Page 424, records of Kootenai County, Idaho;

thence North 84°08'34" East, 69.95 feet along said right-of-way line to an iron rod, 24 inches long, 5/8-inch diameter, with a plastic cap marked PLS/PE 3451;

thence leaving the right-of-way line South 62°50'16" East, 199.84 feet to an iron rod, 24 inches long, 5/8-inch diameter, with a plastic cap marked PLS/PE 3451;

thence South 50°21'12" East, 65.04 feet to an iron rod, 24 inches long, 5/8-inch diameter, with a plastic cap marked PLS/PE 3451;

thence South 22°56'39" East, 73.97 feet to an iron rod, 24 inches long, 5/8-inch diameter, with a plastic cap marked PLS/PE 3451;

thence South 0°03'06" West, 69.43 feet to an iron rod, 24 inches long, 5/8-inch diameter, with a plastic cap marked PLS/PE 3451;

thence South 34°00'58" West, 102.13 feet to an iron rod, 24 inches long, 5/8-inch diameter, with a plastic cap marked PLS/PE 3451;

thence North 71°16'26" West, 77.61 feet to an iron rod, 24 inches long, 5/8-inch diameter, with a plastic cap marked PLS/PE 3451;

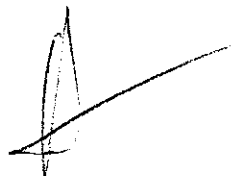
thence North 60°29'48" West, 92.91 feet to an iron rod, 24 inches long, 5/8-inch diameter, with a plastic cap marked PLS/PE 3451, on the Northerly line of the platted access road;

thence North 72°13'23" West, 177.09 feet along said Northerly line to the TRUE POINT OF BEGINNING.

Parcel C: (Timber Property and Remainder)

The Southwest Quarter of the Southwest Quarter of Section 1, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; EXCEPT parts heretofore deeded, and ALSO RESERVING a twenty-foot roadway in the Northeast corner. ALSO all that portion of Government Lot 1 in Section 12, Township 49 North, Range 4 West, Boise Meridian, lying North of that tract described in Book 178 of Deeds at Page 498.

AND all that part of the Southwest Quarter of the Southwest Quarter of Section 1, Township 49 North, Range 4 West, Boise Meridian, more particularly described as follows: BEGINNING at a point in the Southwest Quarter of the Southwest quarter,



Section 1, Township 49 North, Range 4 West, Boise Meridian, from which the corner of Sections 1, 2, 11 and 12, Township 49 North, Range 4 West, Boise Meridian, bears South 71°5' West 705.5 feet;

thence North 30°26' East, 222.2 feet to a point; thence North 78°15' West, 206.2 feet to a point; thence South 44°23' West, 250 feet to a point; thence due South 200 feet to a point; thence South 78°15' East, 269.8 feet to a point; thence North 200 feet, more or less, to the POINT OF BEGINNING, said tract of land so bounded and described comprising 2.36 acres, more or less;

EXCEPTING THEREFROM the following-described property conveyed to Gail Linnea Larson by Warranty Deed recorded June 20, 1975, in Book 271, Page 895, Document No. 675632, records of Kootenai County, Idaho:

All that part of the Southwest Quarter of the Southwest Quarter of Section 1, Township 49 North, Range 4 West, Boise Meridian, particularly described as follows: BEGINNING at a point in the Southwest Quarter of the Southwest Quarter of Section 1, Township 49 North, Range 4 West, Boise Meridian, from which the corners of Sections 1, 2, 11 and 12 in Township 49 North, Range 4 West, Boise Meridian, bears South 71°5' West 705.5 feet; thence West 125 feet, more or less, to a point; thence South 146 feet, more or less, to a point; thence East 125 feet, more or less, to a point; thence North 146 feet, more or less, to the TRUE POINT OF BEGINNING, said tract of land so bounded and described here and below comprising .5 acres, more or less.

SUBJECT TO: Easements, encumbrances, reservations, covenants, conditions and restrictions of record.

Schedule B

1. The drainfield at Lot 10 is a part of the trust as shown on the Personal Representative's Deed signed by Van Barker Larson on Dec. 23, 1997 and recorded as instrument 1520092 with Kootenai County on Jan 8, 1998;
2. The well/spring that serves Lot 10 is valued at \$10,600 according to an email from Van and must be included in the value of Lot 10.

Now, to value the trust properties:

Lot 10 + improvements (house and dock)	343,250
Lot 10 Drainfield	12,318
Lot 10 well/spring	10,600
Tax # 4479 except #9695 (Green house)	333,040
SW-SW except tax #s & Tax #9502 (house & dock)	500,990
Lot 1 except Tax #s	<u>280,000</u>
Total	1,480,198

Now, to calculate everyone's share of the trust:

Van = 23.7979% times 1,480,198	352,256.04
Karen and Sandy = 21.3194% times 1,480,198	<u>315,569.33</u>
Family Unit Total	667,825.37
 Bunny & Guenever = 22.9039% times 1,480,198	 339,023.07
 Nancy, Eric & Jon = 31.9791% times 1,480,198	 <u>473,354.00</u>
Total (rounded)	1,480,202

OK, so the amounts are off by \$4 due to the approximation of the percentages but the error is small.

Let's start distributing the trust:

Van gets Lot # 10 for a total value of \$366,168 which is \$13,912 more than his share so this amount will be deducted from Karen's and Sandy's share in the remainder of the trust just as Karen suggested in her proposed distribution;



The remainder of the trust looks like this:

Karen and Sandy (315,569 – 13,912)	301,657
Bunny and Guenever	339,023
Nancy, Eric & Jon	<u>473,354</u>
Total Remaining	1,114,034

The percentage of the remaining trust properties to be distributed in each of the three divisions can be calculated as follows:

$$\text{Karen and Sandy: } 301,657 / 1,114,034 = 27.0779\%$$

$$\text{Bunny \& Guenever: } 339,023 / 1,114,034 = 30.4889\%$$

$$\text{Nancy, Eric \& Jon: } 473,354 / 1,114,034 = \underline{42.4901\%}$$

(Just to check the math) Total = 100.0569%

Nancy, Eric & Jon will receive the Pugh house and dock that are valued at \$52,100. This reduces that family unit's remaining value to (473,354 – 52,200) \$421,154 and the remaining value of the undivided trust properties to (1,114,034 – 52,100) \$1,061,934.

Now, repeat the percentage calculations for the distribution of the shoreline and acreage. (Please note that Karen's & Sandy's and Bunny's & Guenever's percentages will increase while Nancy's, Eric's & Jon's will decrease due to the distribution of the Pugh house.)

$$\text{Karen and Sandy: } 301,657 / 1,061,934 = 28.406\%$$

$$\text{Bunny \& Guenever: } 339,023 / 1,061,934 = 31.925\%$$

$$\text{Nancy, Eric \& Jon: } 421,154 / 1,061,934 = \underline{39.659\%}$$

(Just to check the math) Total = 99.99%

Now, to calculate each family unit's acreage:

Total acres available to distribute: 32.175 (plus or minus)

$$\text{Karen \& Sandy: } 32.175 \times 28.406\% = 9.140 \text{ acres}$$

$$\text{Bunny \& Guenever: } 32.175 \times 31.925\% = 10.272 \text{ acres}$$

$$\text{Nancy, Eric \& Jon: } 32.175 \times 39.659\% = \underline{12.760 \text{ acres}}$$

Total (check) 32.172 acres (There remains an extra .003 acres or 130.68 square feet)

Next is the front footage (lakefront):

Total lakefront to distribute: 422.8 feet (subject to verification by survey.)

$$\text{Karen \& Sandy: } 422.8 \times 28.406\% = 120.10 \text{ feet}$$

$$\text{Bunny \& Guenever: } 422.8 \times 31.925\% = 134.98 \text{ feet}$$

Nancy, Eric & Jon: $422.8 \text{ feet} \times 39.659\% = \underline{167.68 \text{ feet}}$
 Total (check) $\quad 422.76 \text{ feet}$

4/24 alternate plan

10
 Drainfield
 Well/spring

9.140 acres
 120.10 ff

10.272 acres
 134.98 ff

12.760 acres
 167.68 ff

The question of just how much lakefront exists has been in question for some time. For this reason, the lakefront distribution cannot take place by measuring from each side to the middle of the lakefront. The exact front footage needs to be determined by survey and the actual footage then distributed according to the above percentage breakdowns. This will in no way upset the balanced distribution that is presented herein.

OK, now for the hard part. The acres below the existing private road (access road to Slaughter's and LaCounte's, etc.) are differently valued than the acres above the road due to the contiguous lakefront. Therefore, the acres below the access road must be distributed using the same percentage as was used after the Pugh house was distributed to Nancy, Eric, and Jon. An existing survey commissioned by Nancy Mae shows a total of 8.041 acres below the access road. It is noted that the location of the access road was determined by Van Larson and provided to the surveyors for their information.

Acres below the access road allocation:

Karen and Sandy: $8.041 \times 28.406\% = 2.284 \text{ acres}$

Bunny & Guenever: $8.041 \times 31.925\% = 2.567 \text{ acres}$

Nancy, Eric & Jon: $8.041 \times 39.659\% = \underline{3.189 \text{ acres}}$
 Check Total $\quad 8.04$

SCHEDULE C

THIS SCHEDULE C includes MECKEL ENGINEERING SURVEY NO. _____, dated

Court Ordered
Partition Exhibit

July 30, 2004, and the following:

1. All the beneficiaries of the HENRY E. LARSON TRUST acknowledge receipt in full of their interest in the HENRY E. LARSON TRUST.

2. The beneficiaries still need to approve the accounting of the Trustees of the HENRY E. LARSON TRUST prior to closing the HENRY E. LARSON ESTATE.

3. The use of the Old Wood Road is by permission only given by NANCY LYN CARLSON, JON CARLSON and ERIC CARLSON, revocable at any time. ~~Permission by NANCY LYN CARLSON, JON CARLSON and ERIC CARLSON is hereby given to KAREN DUDDLESTEN to use the Old Wood Road for a maximum of two years for house construction purposes so long as this usage does not damage the road nor impair the owner's or their renter's use of the Old Wood Road.~~ NANCY LYN CARLSON, JON CARLSON and ERIC CARLSON hereby give permission to VAN LARSON to use the Old Wood Road once a year to take his boat in or out of Lake Coeur d'Alene. VAN LARSON's use of Old Wood Road shall not damage the road nor impair the owner's or their renter's use of the Old Wood Road. VAN LARSON shall make reasonable efforts to develop an alternative route.

voided
8/3/200
NLC
DC
ESC
KD

4. VAN LARSON, JUDY L. CAREY, NANCY LYN CARLSON, JON CARLSON, ERIC CARLSON and KAREN DUDDLESTEN have entered into a Two Springs Reservoir Agreement. NANCY LYN CARLSON, ERIC CARLSON and JON CARLSON will make reasonable efforts to develop an alternative source of water from Coeur d'Alene Lake, a well or

spring on their Swede Bay property, or from the well/spring belonging to GAIL LARSON and GUENEVER LINNEA ALDRICH above the greenhouse owned by GAIL LARSON.

5. The beneficiaries of the HENRY E. LARSON TRUST who have received Swede Bay property have entered into a Swede Bay Road Maintenance Agreement.

6. All real property received from the HENRY E. LARSON TRUST by GUENEVER LINNEA ALDRICH shall be solely in her name. All real property received from the HENRY E. LARSON TRUST by GAIL LARSON shall be solely in her name. Thus, there shall be no Trust distribution in names of GUENEVER LINNEA ALDRICH and GAIL LARSON as joint tenants with right of survivorship. This supercedes the distribution provision in the Settlement Agreement.

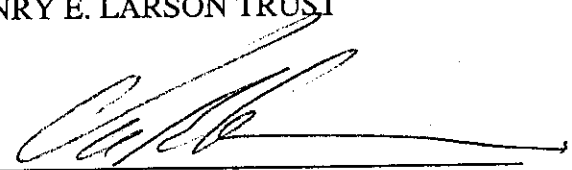
7. GUENEVER LINNEA ALDRICH shall have access to and draw water from the spring/well located at the Southeast corner of Swede Bay Road and Old Wood Road, subject to any applicable governmental regulations and permits. This right includes the right to enter on the real property where the spring/well is located for the purpose to place, bury, and maintain water pipes in reasonable location to and from the spring/well.

8. This Schedule C shall be recorded with the Settlement Agreement and become part of the Settlement Agreement along with Schedules A and B. Any part of the Settlement Agreement that is inconsistent with this Schedule C, then this Schedule C shall control.

9. This Schedule C includes Addendum #1 and #2 attached.

DATED this 3rd day of August, 2004.

HENRY E. LARSON TRUST

By: 

VAN B. LARSON, Trustee

By: Gail Linnea Larson
GAIL LARSON, Trustee *by*
Nancy Lyn Carlson

By: Nancy Lyn Carlson
NANCY LYN CARLSON, Trustee

I:\Spodocs\32500\00001\agree\00193130.WPD:lg

Karen Larson Diddlesten
Aug 3, 2004

Sandra K. Larson ~ Swick
8-3-2004

Eric A. Calm Aug. 3, 2004

Jon D. Larson 3rd Aug., 2004

Fred Emry - Re: 3 hours and some change to count down

From: "Charlie Cox" <ccox@usamedia.tv>
To: "Fred Emry" <fgemry@painehamblen.com>
Date: 7/28/2004 1:08 PM
Subject: Re: 3 hours and some change to count down
CC: <JDuddleston@GCWallace.com>, <brnjusth@my180.net>

Fred:

I have spent a considerable amount of time urging my client to compromise with the parties to reach agreement on this matter. I am authorized by Karen Duddleston to offer the following:

1. The lot configurations and boundaries for Lot1 would be as detailed on Concept B, dated July 26, 2004. It is my understanding that Nancy and Sandra have agreed on the configuration of Lot 2. The remainder of Concept C is acceptable to my client.
2. Karen would relinquish all access rights, present and future to Old Wood Road.
3. Karen would agree to pay \$2,000 of Paine, Hamblen's current accrued attorneys fees, plus her proportionate share of the fees that are greater than that amount.
4. Karen would agree to the Settlement Agreement dated May 30, 2004, including the Schedules A,B, and C with Mechel Engineering and Surveying Exhibit which will show the lot lines as described in one above
5. Finally, Karen agrees that Fred Emery and Carolyn Justh may appear at the Friday hearing at 10:00 a.m. before Judge Watson to sign the Settlement Agreement with attachments and to allow Fred Emery and Carolyn Justh to record the documents with the County Recorder's office use.

*Nancy Carlson
Aug. 3, 2004*

*Karen Duddleston
Aug 3, 2004*

Charlie Cox

----- Original Message -----

From: "Fred Emry" <fgemry@painehamblen.com>
To: <erickris@aol.com>; <nancy.carlson@comcast.net>; <lvkaren@cox.net>; <valley@oip.net>; <cheermom@spro.net>; <tintagel@telenet.net>; <Jondcarlson@yahoo.com>
Cc: <lawfirm@a-llaw.com>; <brnjusth@my180.net>; <ccox@usamedia.tv>
Sent: Wednesday, July 28, 2004 11:36 AM
Subject: 3 hours and some change to count down

To one and all,

There are three concepts or Survey maps. The first one by James Duddleston dated July 23, 2004. The second one by James Duddleston dated July 26, 2004. The third one by Nancy Carlson dated July 27, 2004.

Van and Sandra have approved the first concept dated July 23, 2004.

Nancy and Eric have approved the third concept dated July 27, 2004.
Bunny has given her conditional approval to the third concept dated July 27, 2004.

Haven't heard from anyone else.

Have I missed someone? If so, please let me know.

Thanks.

Fred Emry

fgemry@painehamblen.com

From: "Charlie Cox" <ccox@usamedia.tv>
 Subject: Settlement
 Date: Fri, July 30, 2004 1:54 pm
 To: brnjusth@my180.net

Addendum #2
 to Schedule C

Dear Carolyn:

Karen has authorized me to agree to the following on her behalf. Karen has agreed to a new modified C along the following lines.

1.. Lot 1 will be modified by Meckel Engineer to take into account the area on the attached map of Concept C. The distance between the High water mark and the intersection of the line to connect to the Old Wood Road will move up the angle as represented in the Concept C drawing 20 feet.

2.. The allocation of the Summer Pool Level will be allocated based on the percentages in Schedule B using the methodology determined by Jim Meckel in the conversation with Fred Emry, Eric Carlson and Karen. Both Eric and Karen have agreed to send their understanding of that methodology to Meckel Engineering by Fax.

3.. Karen, her heirs and assigns will agree to never directly or indirectly attempt to prevent, or prevent the owners of Lot 4 or 5 and their renters from access to and from Old Wood Road between Swede Bay Road and Lots 4, 5, & 6.

Thank you.

Charlie Cox

Nancy Carlson Aug 3, 2004

Krueger Riddgsten
 Aug 3, 2004

WATER RIGHT NUMBER: 95-4292

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	HENRY E LARSON VALHALLA MARINE RT COEUR D ALENE, ID 83814

Priority Date: 06/01/1953

Basis: Statutory Claim

Status: Active

<u>Source</u>	<u>Tributary</u>
COEUR D'ALENE LAKE	SPOKANE RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	3/15 to 11/15	0.040 CFS	
	<u>Total Diversion:</u>	0.040 CFS	

Location of Point(s) of Diversion		
COEUR D'ALENE LAKE	L2 (NW1/4NE1/4)	Sec. 11, Twp 49N, Rge 04W, B.M.
KOOTENAI County		

Place of Use

IRRIGATION												
Twp Rge Sec												
NE				NW				SW				SE
NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
49N	04W	11										2.0
			2.0									
			L 2									
Total Acres: 2												

Conditions of Approval:

Remarks:

Comments:

Dates and Other Information:

Licensed Date:
Decreed Date:
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:
Decree Plaintiff:
Civil Case Number:
Judicial District:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Combined Use Limits:

Water Supply Bank:

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 95-4293

WATER RIGHT NUMBER: 95-4293

Owner Type Name and Address
 Current Owner HENRY E LARSON
 VALHALLA MARINE RT
 COEUR D ALENE, ID 83814

Priority Date: 06/01/1953

Basis: Statutory Claim

Status: Active

<u>Source</u>	<u>Tributary</u>		
COEUR D ALENE LAKE	SPOKANE RIVER		
<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	3/15 to 11/15	0.100 CFS	
	<u>Total Diversion:</u>	0.100 CFS	

Location of Point(s) of Diversion

COEUR D ALENE LAKE SW1/4SW1/4 Sec. 1, Twp 49N, Rge 04W, B.M.
 KOOTENAI County

Place of Use

IRRIGATION	NE				NW				SW				SE				Totals
Twp Rge Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
49N 04W 1											5.0						5.0
Total Acres: 5																	

Conditions of Approval:Remarks:Comments:Dates and Other Information:

Licensed Date:
 Decreed Date:
 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:
 Decree Plaintiff:
 Civil Case Number:
 Judicial District:
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Carey Act Number:
 Mitigation Plan: False

Combined Use Limits:Water Supply Bank:

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report 95-4294

WATER RIGHT NUMBER: 95-4294

Owner Type Name and Address

Current Owner HENRY E LARSON
 VALHALLA MARINE RT
 COEUR D ALENE, ID 83814

Priority Date: 06/01/1953

Basis: Statutory Claim

Status: Active

SourceTributary

COEUR D ALENE LAKE

SPOKANE RIVER

Beneficial UseFrom ToDiversion RateAnnual Volume

IRRIGATION

3/15 to 11/15

0.040 CFS

Total Diversion: 0.040 CFSLocation of Point(s) of Diversion

COEUR D ALENE LAKE

NW1/4NW1/4

Sec. 12, Twp 49N, Rge 04W, B.M.

KOOTENAI County

Place of Use

IRRIGATION

Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
49N	04W	12						2.0											2.0

Total Acres: 2

Conditions of Approval:Remarks:Comments:Dates and Other Information:

Licensed Date:

Decreed Date:

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:

Decree Plaintiff:

Civil Case Number:

Judicial District:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Carey Act Number:

Mitigation Plan: False

Combined Use Limits:Water Supply Bank: