

AFFIDAVIT OF PUBLICATION

RECEIVED

APR 26 1971

Department of Water Administration

STATE OF IDAHO, } ss.
County of Kootenai,

Ruby Jacobson

being first duly sworn

upon oath deposes and says:

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that Hayden Pines, Inc., P.O. Box 485, Hayden Lake, Idaho, has on March 25, 1971, submitted Application No. 95-7138 for a permit to appropriate 2.0 cubic feet per second of water from a ground water source by means of well within NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 23, T. 51N, R. 4W, B.M., Kootenai County, to be used from Jan. 1 to Dec. 31 for domestic purposes within the NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 23, T. 51N, R. 4W, B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Administration, Statehouse, Boise, Idaho, 83707, on or before May 3, 1971.

R. KEITH HIGGINSON
Director

April 15, 22, 1971.

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 *Notice of Application*

of which the annexed is a printed copy, was published in the regular *Thursday* issue of said newspaper for *2* consecutive *Thursdays* commencing on the *15th* day of *April*, 19 *71*, and ending on the *22nd* day of *April*, 19 *71*, and such publication was made as often during said period as said *Thursday* 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 *7 Application*

Subscribed and sworn to before me this *22nd* day of *April*, 19 *71*.

C. Patrick King

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

LEGAL 2-copies please

**NOTICE OF APPLICATION
FOR WATER PERMIT**

Notice is hereby given that Hayden Pines, Inc., P.O. Box 485, Hayden Lake, Idaho, has on March 25, 1971, submitted Application No. 95-7138 for a permit to appropriate 2.0 cubic feet per second of water from a ground water source by means of well within NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 23, T. 51N, R. 4W, B.M., Kootenai County, to be used from Jan. 1 to Dec. 31 for domestic purposes within the NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 23, T. 51N, R. 4W, B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Administration, Statehouse, Boise, Idaho, 83707, on or before May 3, 1971.

R. KEITH HIGGINSON
Director

April 15, 22, 1971.

Department of Water Administration

4-14-71
B.B.

State of Idaho
Department of Water Resources
WATER RIGHT LICENSE

License of Water Right No. 95-7138 Priority March 25, 1971 Amount 0.14 cfs

THIS IS TO CERTIFY, that IDAHO CONTRACTORS, INC.
of Coeur d'Alene, Idaho, has complied with the terms and conditions of Permit
No. 95-7138 issued pursuant to Application for Permit dated March 25, 1971,
and has submitted proof to the Department of Water Resources on December 29, 1975,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 0.14 cfs of water from a ground water source,
tributary to _____, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
<u>Domestic</u>	from <u>Jan. 1</u> to <u>Dec. 31</u>	at <u>0.14</u> cfs and	<u>60.6 acre feet</u>
	from _____ to _____	at _____ cfs and	_____
	from _____ to _____	at _____ cfs and	_____
	(both dates inclusive)		

Subject, however, to the condition that no more than 0.14 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
60.6 acre feet per year, said waters to be diverted within the NE¹SE¹ of Sec. 23,
Twp. 51 N, Rge. 4 W, B. M. in the County of Kootenai

Description and location of place of use: (Mobile Home Park, 101 units)

Twp.	Range	Sec.	NE ¹ 4				NW ¹ 4				SW ¹ 4				SE ¹ 4				Totals
			NE ¹ 4	NW ¹ 4	SW ¹ 4	SE ¹ 4	NE ¹ 4	NW ¹ 4	SW ¹ 4	SE ¹ 4	NE ¹ 4	NW ¹ 4	SW ¹ 4	SE ¹ 4	NE ¹ 4	NW ¹ 4	SW ¹ 4	SE ¹ 4	
51 N	4 W	23													X				

Total number of acres irrigated _____

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

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

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 8 day of
March, 19 76.

Director

Identification No. 95-7138

Application No. _____

LICENSE ISSUED FOR 0.14 0.14 0.14
 LICENSE PAGE NO. _____

STATE OF IDAHO
 DEPARTMENT OF WATER ADMINISTRATION
APPLICATION FOR PERMIT

APPROVED

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

(see Content of Sale
 in file)

1. Name of applicant HAYDEN PINES INC.
 post office address P.O. BOX 485 HAYDEN LAKE IDAHO
2. Source of water supply UNDERGROUND which is a tributary of PENDO REILLY WATER TABLE
3. a. Location of point of diversion is NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 23 Township 51N
 Range 4W B.M. KOSTENKI County; additional points of diversion if any: NONE
- b. If water is not consumed, it will be discharged into NA at a point in _____ $\frac{1}{4}$
 of _____ $\frac{1}{4}$ of Section _____ Township _____ Range _____ B.M. _____
4. Water will be used for the following purposes:
 Amount 2 CFS for DOMESTIC purpose from JAN 1ST to DEC 31ST (both dates inclusive)
 (cfs or acre-feet per annum)
 Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per annum)
 Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per annum)
5. Total quantity to be appropriated:
 a. 2.0 cubic feet per second and/or
 b. 92 acre feet per annum.
6. Proposed diverting works:
 a. Description of ditches, flumes, pumps, headgates, etc. WATER WELL
- b. Height of storage dam NA feet, active reservoir capacity NA acre feet; total reservoir
 capacity NA acre feet, materials used in storage dam: NA
 Period of year during which storage will occur NA (Mo. Day) to NA (Mo. Day) inclusive.
- c. Proposed well diameter is 8 inches; proposed depth of well is 350 feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use
 is 5 years.
 b. Estimated construction cost is \$ 23000.
8. Description of proposed uses:
 a. If water is **not** for irrigation:
 (1) Give the place of use of water: NIC $\frac{1}{4}$ of SIC $\frac{1}{4}$ of Section 23 Township 51N
 Range 4W B.M.
 (2) Amount of power to be generated: 40 hp under 350 feet of head.
 (3) List number of each kind of livestock to be watered NONE
- (4) Name of municipality to be served INDEPENDENT WATER SYSTEM, or number of families to be
 supplied with domestic water 150.
- (5) If water is to be used for other purposes describe: 150 UNIT TRAILER PARK

1997

Nov 12

Noted

Savvy Little Thiefs

d or place of use.

person other than the applicant, describe the arrangement, including

000000

Remarks

11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.

23

6

Scale: 2 inches equal 1 mile

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

Claudia Jones
(Applicant)

95 7138

Received by ij Date 3-25-71 Time 10:45A
 Preliminary check by Dep Fee \$ 25.00
 Receipted by ij Date 3-25-71 rec'd #5805 given
 Publication prepared by dr Date 4-6-71
 Published in Coeur d'Alene Press
 Publication dates 4-15 & 4-22, 1971
 Publication approved dr Date 4-28-71
 Priority reduced to _____ Reason _____

 Protests filed by: _____

 Copies of protests forwarded by _____
 Hearing held by _____ Date _____
 Recommended for approval denial by SD 3DF

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER ADMINISTRATION

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 95-7138, and said application is hereby APPROVED.

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

- SUBJECT TO ALL PRIOR WATER RIGHTS.
- Proof of construction of works and application of water to beneficial use shall be submitted on or before May 1, 19 76.
- Other: The permit holder shall permanently install and maintain as part of the diverting works a measuring device at the point of diversion of a type approved by this Department.

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

Witness my hand this 12th day of May, 19 71.

R. Kirk Higgins
 Director

DEPARTMENT OF WATER ADMINISTRATION

STAFF ANALYSIS

Application No.	95-7138		Name	Hayden Pines, Inc.	
Source	Underground				
Point of Diversion	NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 23, T. 51N, R. 4W, B.M., Kootenai				
Quantity	2.0	Use	Domestic	Period	Jan. 1 - Dec. 31
Quantity		Use		Period	
Quantity		Use		Period	
Well Size		Diameter	8"	Proposed Depth	250 Feet
Use	No acres; Independent Water System - 150 families				
Date Forwarded	4-7-71		Date Returned		
			Received by		

COMMENTS: Water table is stable or declining very slowly (w. P # 12). Aquifer is sediment, mostly coarse, yields are good drawdowns low. Several domestic wells exist nearby. STATIC depth to water is 175-200 ft.

RECOMMENDED:

Applied: Qty.	2.0 cfs	Use	Mult. Dom.	Period	1-1 to 12-31	AF/A	—	AF	150
Qty.		Use		Period		AF/A		AF	
Qty.		Use		Period		AF/A		AF	
Maximum: Qty.	3.0 cfs	Use	Mult. Dom.	Period	1-1 to 12-31	AF/A	—	AF	150
Qty.		Use		Period		AF/A		AF	
Qty.		Use		Period		AF/A		AF	

ACTION: Approved ☒ Denied ☐

Conditions of approval or reason for denial: —

INVESTIGATION	By	Norman C. Young	Title	W.P. Eng
			Date	4-22-71

28

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO,
County of Kootenai, } ss.

Kirk Jacobson 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

Notice of Application

of which the annexed is a printed copy, was published in the regular Thursday issue of said newspaper for 2 consecutive Thursdays commencing on the 15th day of April, 1971, and ending on the 22nd day of April, 1971, and such publication was made as often during said period as said Thursday 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 of Application

Subscribed and sworn to before me this 22nd day of April, 1971.

C. Patrick King

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

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If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Administration, Statehouse, Boise, Idaho, 83707, on or before May 3, 1971.

R. KEITH HIGGINSON
Director

**PLEASE USE FOLDER
2**

**FOR ANY
ADDITIONAL**

CORRESPONDENCE

AND

FUTURE ACTION

March 10, 1976

Re: Permit No. 95-7138

**Idaho Contractors, Inc.
P.O. Box 883
Coeur d'Alene, Idaho 83814**

Gentlemen:

Enclosed herewith is a copy of the Water License issued on the above referenced permit.

Sincerely,

**D. Darlene Reich
Water Rights Supervisor**

ddr

Enc: Copy of license

CONTRACT OF SALE

RECEIVED
MAR 1 1975
Department of Water Resources

THIS CONTRACT OF SALE, made and entered into this 27th day of JUNE, 1975, by and between HAYDEN PINES, INC., a corporation, hereinafter referred to as "Vendor", and IDAHO CONTRACTORS, INC., a corporation, and hereinafter referred to as "Vendee".

W I T N E S S E T H:

That if the Vendee shall first make the payments and perform the covenants on its part hereby entered into, the Vendor hereby covenants and agrees to grant, convey and assure unto the Vendee in fee simple, by good and sufficient deed, the real property described in Exhibit "A", attached hereto, and the personal property described in Exhibit "B", attached hereto.

PURCHASE PRICE: The Vendee agrees to pay and the Vendor agrees to accept as payment in full, the sum of TWO HUNDRED, THIRTY-FIVE THOUSAND DOLLARS (\$235,000.00), with interest on the unpaid balance at Eight Per Cent (8%) per annum, computed from July 1, 1975, payable in the following manner:

The sum of THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) is acknowledged and receipted by Vendor from Vendee upon the execution of this contract.

The remaining balance of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) shall be payable by Vendee assuming and agreeing to pay an obligation to Bank of Idaho secured by a Deed of Trust upon said property and with an unpaid principal balance of ONE HUNDRED FOURTEEN THOUSAND, TWO HUNDRED SEVENTY-EIGHT DOLLARS AND THIRTY-SEVEN CENTS (\$114,278.37) as of July 1, 1975. Vendee shall further pay the sum of EIGHTY-FIVE THOUSAND, SEVEN HUNDRED TWENTY-ONE DOLLARS AND

SIXTY-THREE CENTS (\$85,721.63) payable in monthly installments of ONE THOUSAND THIRTY DOLLARS (\$1,030.00) or more, including interest, commencing with the 1st day of August, 1975, and a like and similar payment shall be made on the 1st day of each month thereafter, until both principal and interest have been fully paid.

Vendee may accelerate payments at any time and in any amount without penalty, provided, that any acceleration of payments shall not excuse the performance of the monthly payments provided herein. Vendee may not pay more than twenty-nine per cent (29%) of the principal balance during 1975, the calendar year of sale. Payments shall be applied first to interest, then to principal.

POSSESSION: The Vendee shall have possession of the said premises from and after the 1st day of July, 1975.

TITLE INSURANCE: The Vendor upon the execution of this instrument, shall furnish the Vendee with a Policy of Title Insurance showing marketable title in the Vendor in the amount of TWO HUNDRED, THIRTY-FIVE THOUSAND DOLLARS (\$235,000.00); the Vendee shall thereafter have thirty (30) days in which to have said Title Insurance Policy examined and if the Vendee claims no defect or irregularity in the marketability of the title in said thirty (30) day period, the said Title Insurance Policy shall be returned to the Escrow Holder hereinafter designated, and the title to said property shall be conclusively presumed acceptable to the Vendee.

In the event the Vendee claims any defect or irregularity which in fact affects the marketability of said title, the Vendor shall have a reasonable time in which to cure the same. The Deed of Trust to Bank of Idaho shall not be considered as a defect in determining marketability.

ESCROW: It is expressly agreed and understood that the Policy of Title Insurance, Contract of Sale, Fire Insurance Policy, Liability Insurance Policy, Bill of Sale and Deed shall be deposited with BANK OF IDAHO, Hayden Lake, Idaho, as Escrow Holder, to be held by the said Escrow Holder pursuant to the terms and conditions herein, and to be delivered to the Vendee upon the payment of the purchase price in full. The escrow fee shall be divided equally between the Vendor and Vendee, as well as costs of contract preparation and related instruments, and closing costs.

FIRE INSURANCE: The Vendee shall insure and keep insured, the improvements situated on said real property, against loss by fire with a good and reliable insurance company, and said insurance policy shall be deposited with the Escrow Holder hereinbefore named, and shall name the Vendor as a named insured. Said insurance coverage shall be in an amount to the extent of the insurable value of said improvements. Insurance proceeds may be used for repair of the premises in the event of fire.

LIABILITY INSURANCE: The Vendee agrees to hold the Vendor harmless from any and all demand, loss or liability resulting from injury to, or the death of any person or persons, and/or from damage to any and all property occurring from the negligence or other fault or omission of the Vendee, its agents, employees and patrons in and about the property herein described, or resulting from noncompliance with any law, ordinance or regulation respecting the condition, use, occupations, sanitation or safety of said

property. Vendee shall cause to be issued by a good and reliable insurance company, a policy of public liability insurance in the amounts of at least \$100,000/\$300,000 for injury to or death of any one or more persons, or property damage, in any one accident happening or event. The original of said policy shall be deposited with the Escrow Holder hereinbefore named.

The Vendor agrees to hold the Vendee harmless from any and all demand, loss or liability arising from injury, death or property damage occurring prior to July 1, 1975.

PERSONAL PROPERTY: It is recognized that some replacement of personal property may be required and it is agreed by the parties hereto that any such replacement or substitution shall be of like kind and quality and they shall become a part of and subject to the terms and conditions of this contract, with the exception of expendable type items.

PERSONAL INSPECTION: It is understood and agreed that the Vendee has fully examined and viewed the property herein described, and is fully familiar with its condition and with the business operation, its capabilities, potential and present financial condition. Vendee enters into this contract in full reliance upon its own independent investigation through its agents, and accepts the property in its present condition and there are no verbal agreements or representations which modify or effect this contract, it constituting the entire agreement between the parties.

INSPECTION OF PREMISES: The Vendor shall have the right to enter upon or inspect said premises at any reasonable time

during the term hereof, so as to determine whether or not its security is being in any way impaired by neglect or otherwise. The Vendee shall maintain the property in a good state of repair and in as good a condition as it is now, and shall not commit waste or do any other act which may impair the security of the Vendor.

DEFAULT: In the event that the Vendee shall default in the making of any of the payments or the performance of any of the covenants on its part hereby made and entered into, the Vendor shall cause written notice of such default to be given to the Vendee, pointing out wherein this contract is in default, and the Vendee shall then have thirty (30) days within which to correct this default. If not so corrected, then this contract shall automatically terminate and the Vendor shall be entitled to take possession of the premises and to demand the return of all instruments in escrow from said Escrow Holder, and all payments theretofore made shall be retained by the Vendor as liquidated damages for breach of this contract, and as reasonable rental for said premises, or the Vendor may seek any other remedy provided by law or equity in the performance of this contract.

Notice of default shall be deemed given upon said notice by registered or certified mail to the Vendee at its last known address. Provided, however, that should the Vendor be required to give notice of default as specified herein, the Vendee shall be obligated to pay reasonable attorney's fees incurred therein

and said fee shall be paid before said default is considered corrected.

IT IS FURTHER AGREED that situated upon the property described herein, are spaces for eighty-six (86) mobile homes, of which approximately sixty (60) are occupied at the present time. All are connected for water, electricity and sanitation system and the Vendee has inspected the spaces and is satisfied that they are in working order, and ready to be connected with a mobile home.

GENERAL PROVISIONS: It is agreed and recognized that of the personal property situated upon the premises, the pool table, the Pepsi-Cola Machine and two (2) clothes dryers are leased by the Vendor and do not constitute a part of this sale.

IT IS FURTHER AGREED that there is a water well situated upon said premises which has been fully inspected by the Vendee and the Vendor neither guarantees nor warrants the quantity or quality of said well and the water which it may produce. Vendee is aware of the fact that Permit No. 957138 has been issued by the State of Idaho, Department of Resources, but that a licensed water right has not been issued based upon said permit and said permit will expire on May 1, 1976. Vendee assumes all responsibility for whatever actions are required to develop said permit into a licensed water right.

IT IS FURTHER AGREED that said well at the present time, services mobile units situated and to be situated on said real property, and persons situated and to be situated on adjacent property, and the Vendee does hereby accept said property

7 Verotter Holdings - 7-10-75
" Charles & Fono, 21 July 75 -
Blaine Jand. 7-21-75
8.

subject to any rights that said unknown persons may have to use said water, whatever said rights may be and however created.

Vendee agrees to furnish water to any such future users on adjacent property, but at the existing rates of ONE HUNDRED FIFTY DOLLARS (\$150.00) per hook-up, with a THIRTY-SIX DOLLAR (\$36.00) annual cost thereafter, with the user to lay connecting lines to the main line at his own cost, or such other amounts or terms upon which the parties may agree unless said user can establish a legal right to a different charge or terms.

IT IS FURTHER AGREED that if any prorations are required such as for delinquent rents, paid water charges, lease payments on personal property or any other matter, they shall be prorated as of July 1, 1975.

ATTORNEY'S FEES: Should it become necessary for either party to commence legal action to enforce the terms of this contract, the prevailing party shall be entitled to recover in addition to all other rights hereunder, reasonable attorney fees, including court costs.

ASSIGNMENT: The Vendee shall not have the power to sell, assign, transfer or otherwise set over its equity in this contract without first having obtained the written consent of the Vendor, except that such consent shall not be unreasonably withheld.

Vendee is familiar with the terms and obligations of the Trust Deed and Note to Bank of Idaho, which it is assuming. Vendee shall timely make all payments due thereunder commencing with the payment due July 1, 1975, and perform all other obligations. Vendor may make any payment due thereunder if necessary to protect its equity and add the same to the balance of this contract.

This contract shall be binding upon the heirs, successors and assigns of the respective parties, and time is of the essence.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written herein.

ATTEST:

Dorothy Goldring
Dorothy Goldring, Secretary

HAYDEN PINES, INC.

By Douglas H. Jones
Douglas H. Jones, President

IDAHO CONTRACTORS, INC.

By Charles A. Ford
Charles A. Ford, President

ATTEST:

B. June Ford
B. June Ford, Secretary

STATE OF ARIZONA)

County of Pima) ss.

On this 2 day of July, 1975, before me, the undersigned Notary Public, personally appeared DOUGLAS H. JONES, known to me to be the President of HAYDEN PINES, INC., the corporation that executed the foregoing instrument, and he acknowledged to me that such corporation executed the same.

WITNESS my official seal.

Dorothy Goldring
Notary Public for Arizona

Residing at Tucson

My commission expires: 10/31/77

STATE OF CALIFORNIA)

County of San Diego) ss.

On this 10th day of July, 1975, before me, the undersigned Notary Public, personally appeared DOROTHY GOLDRING, known to me to be the Secretary of HAYDEN PINES, INC., the corporation that executed the foregoing instrument and she acknowledged to me that such corporation executed the same.

WITNESS my official seal.

Dorothy Goldring
Notary Public for California

Residing at San Diego

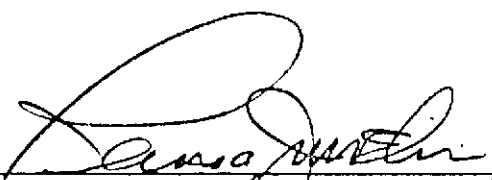
STATE OF IDAHO)

ss.

County of Kootenai)

On this 27th day of JUNE, 1975, before me,
the undersigned Notary Public, personally appeared CHARLES A.
FORD, Pres and B. JUNE FORD,
the Sec. and _____,
respectively, of IDAHO CONTRACTORS, INC., the corporation that
executed the foregoing instrument, and they acknowledged to me
that such corporation executed the same.

WITNESS my official seal.



Notary Public for Idaho
Residing at Coeur d'Alene
My commission expires: 7-1-79

1
A parcel of land in the Northeast quarter of the Southeast quarter of Section 23, Township 51 North, Range 4 W.B.M., Kootenai County, Idaho.

More particularly described as:

Beginning at a point on the West boundary of the said Northeast quarter of the Southeast quarter, that is South 0°14'43" West, 695.77 feet from the East quarter corner of said Section 23, Thence South 89°59'46" West, 463.00 feet to a point, thence South 0°14'43" West, 635.38 feet to a point, said point being on the South boundary of the said Northeast quarter of the Southeast quarter, thence North 89°57'39" West, 644.08 feet to a point on the Easterly right of way of the proposed 95 North Highway. Thence along the Easterly right of way of the proposed 95 North Highway, North 4°02'37" East, 1007.41 feet to a point, thence North 89°57'07" East 331.29 feet to a point, thence North 0°18'31" East, 325.00 feet to a point on the North boundary of the Northeast quarter of the Southeast quarter, thence North 89°57'07" East 45.80 feet to the Northwest corner of the Northeast quarter of the Northeast quarter of the Southeast quarter, thence South 0°18'31" West, 665.27 feet along the West boundary of the said Northeast quarter of the Northeast quarter of the Southeast quarter, thence North 89°59'46" East 669.63 feet along the South boundary of the said Northeast quarter of the Northeast quarter of the Southeast quarter to the Southeast corner of the Northeast quarter of the Southeast quarter of the Southeast quarter, thence South 0°14'43" West, 30.00 feet to the point of Beginning.

EXCEPT for the right of way for State Highway and County Road.

TOGETHER with an easement across the following described real property:

A parcel of land in the Northeast quarter of the Southeast quarter of Section 23, Township 51 North, Range 4 W.B.M., Kootenai County, Idaho, more particularly described as follows:

Beginning at a point on the West boundary of the said Northeast quarter of the Southeast quarter, that is South 0°14'43" West 695.77 feet from the East quarter corner of said Section 23, thence continuing South 0°14'43" West 635.77 feet, more or less, to a point, said point being on the South boundary of the said Northeast quarter of the Southeast quarter; thence South 89°59'46" West 195 feet to a point; thence North 0°14'43" East 635.58 feet, more or less, to a point, thence North 89°59'46" East 195 feet to the TRUE POINT OF BEGINNING.

EXCEPT that portion within the right of way for State Highway and County Road.

Provided that said easement shall be for the sole purpose of maintaining a single sign upon said property and confined to an area beginning at the Northeast Corner of said property as described, thence West a distance of fifty (50) feet to a point; thence South a distance of five (5) feet to a point; thence East a distance of fifty (50) feet to a point; thence North a distance of five feet (5') to the point of beginning.

The Grantee shall, upon the request of Grantor, move said sign within said easement area at Grantee's expense and to locations specified by Grantor. At no time shall Grantee maintain a sign larger than the sign presently in existence. If at any time Grantee ceases to maintain a sign upon said property, this easement shall terminate forever. In any event, this easement shall terminate forever, July 1, 1980. Vendee shall pay Vendor the sum of \$50.00 per year for the easement granted herein.

7-21-75
Charles A. Ford

7-21-75
Vendee

7-21-75
Dorothy Goldring 7-10-75

4

C O N T R A C T

THIS AGREEMENT, made and entered into this 5th
day of ~~March~~ ^{April} 1972 by and between HAYDEN DINES, INC.,
corporation, hereinafter referred to as "VENDOR", and
JW & MILDRED E. MILNEIL - HUSBAND & WIFE
~~SYB-TATON~~, hereinafter referred to as "VENDEE'S"

W I T N E S S E T H:

WHEREAS, the Vendor is the owner of the hereinafter described real property and does desire to sell, transfer and convey the same unto the Vendee upon the terms and conditions as hereinafter set forth, and for and in consideration of the payment of the sums in the amounts and at the times hereinafter specified and set forth, and

WHEREAS, the Vendee desires to purchase, buy and acquire the hereinafter described real property together with the rents, issues and profits thereof upon the terms and conditions set forth and in consideration thereof, does hereby agree to pay the sums in the amounts and at the times called for and specified by this agreement, and in addition thereto, does covenant to perform each and every term and condition upon his part to be performed hereunder.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE SUM OF TWO THOUSAND, ONE HUNDRED NINETY-FIVE DOLLARS (\$2,195.00) to be paid by the Vendee unto the Vendor at the times and in the manner hereinafter specified, the Vendor does hereby agree to sell, transfer and convey unto the Vendee the real property as hereinafter described, upon the following terms, conditions and covenants:

REAL PROPERTY: The real property to be conveyed hereunder, by virtue of this contract, is described as follows, to-wit:

A parcel of land in the Southeast Quarter of the Northeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 23, Township 51 North, Range 4, W.B.M., of Kootenai County, Idaho, more particularly described as beginning at a point on the West boundary of the said Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) that is S 0° 14' 43" W, 695.77 feet from the East one-quarter corner of said Section 23; thence S 89° 59' 46" W, 228.00 feet to a point; thence S 0° 14' 43" W, 245.00 feet to the true point of beginning; thence S 0° 14' 43" W, 80.00 feet to a point; thence N 80° 32' 04" W, 91.18 feet to a point; thence N 0° 14' 43" E, 80.00 feet to a point; thence S 80° 32' 04" E, 91.18 feet to the true point of beginning.

POSSESSION: The Vendee shall be entitled to possession of the real property upon execution of this contract.

PURCHASE PRICE: The total purchase price of TWO THOUSAND, ONE HUNDRED NINETY-FIVE DOLLARS (\$2,195.00) shall be paid in the manner and form as follows:

~~THREE~~ HUNDRED FIFTY DOLLARS (\$350.00) upon the execution of this contract, shall be paid by Vendee to Vendor; receipt whereof is hereby acknowledged;

The balance of ONE THOUSAND, ~~NINE~~ HUNDRED FORTY-FIVE DOLLARS (\$1,845.00) shall be paid by Vendee to Vendor in monthly installments of ~~Forty~~ ^{THIRTY} ~~THIRTY~~ ^{THIRTY} DOLLARS AND ~~Forty-four~~ ^{THIRTY} CENTS (\$~~44.00~~ ^{THIRTY}) per month, including interest at ten percent (10%) per annum, commencing on the 1st day of ~~April~~ ^{NOVEMBER}, 1972, with a like payment on the 1st day of each and every month thereafter, until both principal and interest have been paid in full. Payments shall apply first to interest, then to the principal balance remaining due.

Vendee may accelerate payments hereunder at such times and in such amounts as he may elect or desire; all such accelerated payments shall first be applied to interest then due and owing, and the balance to

the principal indebtedness. PROVIDED, HOWEVER, that such accelerated payments shall not relieve the Vendee from making the monthly payments at the times and in the amounts specified herein, EXCEPT OR UNLESS the Vendor agrees in writing, filed with the Escrowholder hereinafter named, to apply such payments specifically otherwise. *NO PREPAYMENT PENALTIES.*

TITLE: The Vendee is cognizant of and satisfied with the status of the real property title and for that reason, does not require furnishing by the Vendor of a Policy of Title Insurance.

ESCROW: It is expressly agreed and understood that the Contract of Sale and Warranty Deed shall be deposited with the FIRST SECURITY BANK OF IDAHO, Coeur d'Alene, Idaho, as Escrowholder, to be held by the said Escrowholder pursuant to the terms and conditions herein, and to be delivered to the Vendee upon the payment of the purchase price in full. The escrow fee shall be divided equally between the Vendor and the Vendee, as well as costs of contract preparation and closing costs.

TAXES: The Vendee agrees to assume and pay all legal levies, assessments and taxes for said premises from and after October 1, and the Vendor agrees to pay all legal levies, assessments and taxes prior to that date.

DEFAULT: In the event that the Vendee shall default in the making of any of the payments or the performance of any of the covenants on his part hereby made and entered into, the Vendor shall cause written notice of such default to be given to the Vendee, pointing out wherein the contract is in default, and the Vendee shall then have thirty (30) days within which to correct this default. If not so corrected, then

this contract shall automatically terminate and the Vendor shall be entitled to take possession of the premises and to demand the return of the instruments in escrow from said Escrowholder, and all payments therefor made shall be retained by the Vendor as liquidated damages for breach of this contract, and as reasonable rental for said premises, or the Vendor may seek any other remedy provided by law or equity in the performance of this contract.

Notice of default shall be deemed given upon said notice being mailed by registered or certified mail to the Vendee at his last known address.

ATTORNEYS FEES: Should it become necessary for either party to commence legal action to enforce the terms of this contract, the prevailing party shall be entitled to recover in addition to all other rights hereunder, reasonable attorneys fees, including Court costs.

ASSIGNMENT: The Vendee shall not have the power to sell, assign, transfer or otherwise set over his equity in this contract during its existence without first having obtained the written consent of the Vendor.

IT IS AGREED AND UNDERSTOOD that the property described herein is being purchased as a site for a mobile home and that the Vendee shall not place a mobile home on the premises which is over five (5) years of age or which contains less than six hundred (600) square feet.

The Vendee Agrees that any such mobile home moved upon the premises will be skirted within sixty (60) days thereafter, with manufactured materials generally employed for that purpose. Any buildings or additions to be constructed are to

be erected of manufactured materials ordinarily employed for that purpose and the Vendee must first obtain the written approval of the City Council of the City of Hayden Lake, Idaho, and from the Vendor.

Any lawns or yards which are planted or thereafter maintained upon the premises, must be kept in a neat and orderly condition.

Vendee shall at no time, permit a commercial business to be conducted upon the premises. Vendee further agrees that in the event the premises are fenced, he will first secure the written approval of the Vendor as to the place and materials to be used.

VENDEE FURTHER AGREES that any utilities furnishing services to the premises will be placed underground by the Vendee so that there shall never be any overhead conveyances of any type upon the premises.

Vendee shall maintain all trash can receptacles in a neat and orderly manner at the rear portion of said lots, and will not allow trash, abandoned cars or any other item constituting junk, to accumulate upon the property.

VENDEE FURTHER AGREES that any mobile home placed upon the premises shall be at least five (5) feet from the property lines as now established.

VENDEE FURTHER AGREES that he will join a cooperative which is being established for the purpose of maintaining and operating a water supply system and that he will comply with the rules, regulations and by-laws of said cooperative, and pay any and all assessments levied by it for the cost of operating, maintaining or acquiring said water system which will

include an original fee of at least ONE HUNDRED DOLLARS (\$100.00).

If the Vendee shall erect structures on the premises, he shall do so in such a manner so that no liens are filed against the property or in any other manner, which may impair the security of the Vendor.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written herein.

HAYDEN PINES, INC.

By *L. Lee Hanner*
Vendor

~~Hayden Pines, Inc.~~, Vendee

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of March, 1972, before me, the undersigned Notary Public, personally appeared SUNNY LEE HANNER, known to me to be the duly authorized officer of HAYDEN PINES, INC., the corporation that executed the within instrument, and she acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho
Residing at Coeur d'Alene
My commission expires: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of March, 1972, before me, the undersigned Notary Public, personally appeared ~~STANLEY~~ ^{J. W. AND MILDRED E. MILLER} known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same.

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

Notary Public for Idaho
Residing at Coeur d'Alene
My commission expires: _____

February 24, 1976

Re: Permit No. 95-7138 - Hayden Pines, Inc.

Klaho Contractors, Inc.
P. O. Box 883
Coeur d'Alene, Idaho 83814

Attn: Mr. Bud Ford

Gentlemen:

This office has received the affidavit submitted as proof of beneficial use in connection with the above referenced permit. We wish to advise you, however, that this permit is in the name of Hayden Pines, Inc. and we cannot accept your proof until the permit is assigned to Klaho Contractors, Inc.

Enclosed is an assignment of permit form for your use in this matter. Please have the assignment executed by an officer of Hayden Pines, Inc. and returned to this office as soon as possible. Upon receipt of the assignment, the Department is prepared to issue a water license as follows:

Quantity of water diverted: 0.14 cfs Source: ground water

Amount of water that can be recognized as beneficially used under
Idaho law: 0.14 cfs

The maximum quantity diverted shall not exceed 60.6 acre feet per year.

Point of diversion: NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 23, Twp. 51 N, Rge. 4 W, B.M.

Beneficial use: Domestic purposes for 101 unit Mobile Home Park within
the NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 23, Twp. 51 N, Rge. 4 W, B.M.

Priority established: March 25, 1971

If you do not concur with the findings of the examiner or have any questions regarding the assignment, please contact us.

Sincerely,

BOBBY D. FLEENOR
Chief, Water Rights

BDF:DR
Enclosure

FIELD REPORT

3. Water will be used for the following purposes:

Other uses: _____

4. Total amount to be appropriated:

Max Rate of Diversion 2.00 cubic feet per second and annual volume _____ AF/Annum.

- 5. Location of Point(s) of Diversion:**

County

Other Points of Diversions: _____

Description of diverting works: 10 h.p. pump

Measuring device required: yes ☒ no ☐

6. Lands to be irrigated or place of use.

[illegible]**TOTAL ACREAGE**

[illegible]

DATE OF EXAM 12-29-75

ACREAGE
Found None
Recommended _____

Irrigation Requirement _____ Ac Ft/Ac

USE

Irrigation Q= _____ c.f.s. V= _____ AF/Ann. from _____ to _____
Domestic Q= 0.134 c.f.s. V= 96.76 AF/Ann. from Jan 1 to Dec 31
Livestock Q= _____ c.f.s. V= _____ AF/Ann. from _____ to _____

Is water co-mingled? yes _____ no X

Name source: _____
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____
County _____

Exchange? yes _____ no X

Name source exchanged with: _____
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____
County _____

Point of injection:
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____
County _____

Point of exchange:
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____
County _____

Total Q measured 60 gpm = .1336 cfs Method of measurement Meter

Total Q recommended 0.134 cfs Meter No. 24587278 Type 3 inch Rockwell Condition Good

Total V recommended 96.76 AF

Recommended Amendments:

P.D. _____
Place of Use _____
Other _____
None ✓

MEASUREMENT CALCULATION:

$$V = (Q)(1.983 \times 365) = .1336 \times 1.983 \times 365 = 96.76 \text{ AF}$$

SYSTEM DESCRIPTION:

3 inch well with 10hp submersible pump to a 15,000 gal reservoir and 3000 gal pressure tank. One 7 1/2 hp Jacuzzi booster with Century Electric motor and on 5hp Jacuzzi pump with US Electric motor. with pipelines to 101 mobile homes in Hayden Pines Mobile Plaza

REMARKS:

Charles "Bud" Ford President of Idaho Contractors Inc present at time of exam

Examiner's Signature Robert D. Haynes Date 12-29-75

Checked by [Signature] Date 2/20/76

Approved by _____ Date _____

RECEIVED

DEC 29 1975

Identification No. _____

Permit No. 95-7138

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Department of Water Resources
Northern District Office

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE

1. a) Name of Permit Holder Idaho Contractors, Inc. (Contact Bud Ford 664-9111)
b) Post Office Address P.O. Box 883, Coeur d'Alene, Idaho 83814
2. Permit Number 95-7138
3. Date of Priority that you are prepared to establish 3-21-1971
4. a) Source from which water was appropriated Ground water
b) Location of the point of diversion: NE ¼ SE ¼, Section 23
Township 51N, Range 4W Boise Meridian, Other points of diversion:
5. a) The amount of water and use to which the water has been applied:
Amount 2.0 c.f.s. for Domestic purposes from Jan. 1 to Dec. 31 incl.
(cfs and/or acre-feet per annum) (Month-Day) (Month-Day)
Amount _____ for _____ purposes from _____ to _____ incl.
(cfs and/or acre-feet per annum) (Month-Day) (Month-Day)
Amount _____ for _____ purposes from _____ to _____ incl.
(cfs and/or acre-feet per annum) (Month-Day) (Month-Day)
b) Total amount appropriated 2.0 cfs and/or acre-feet per annum
c) Describe how and by whom measurement of rate of flow or amount of storage was made and the qualifications of the person making the measurement: _____
6. If the means of diversion and conveyance are owned by someone other than the Permit Holder:
a) Give the name or description of the canal, ditch or other works by which the water is conducted to the place of use: _____
b) Describe the agreement or understanding by which you take water from the works: _____
7. a) Briefly describe the works for diverting and conveying the water to the place of use, (if from a subterranean source, give the pump size, motor size, size of well casing, depth of well; if from surface water, give brief description of diversion structure and/or canal or ditch) 10 h.p. pump
b) Describe the type and size of measuring device which you have installed at your point of diversion: Rockwell 2-inch Inline Meter.
c) Give well driller's name and address and the date the well was completed: _____
8. If for other than irrigation, describe the beneficial use to which you have applied the water and the place of use: 101 Units in Mobile Home Park; the Place of Use is: NE¼SE¼, Sec. 23, T. 51N, R. 4W, B.M. (Hayden Pines Mobile Plaza)

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

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

Total number of acres irrigated _____

10. Remarks: _____

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

29 Dec 75
(Date)

Charles A Fred Purr
(Signature)

State of Idaho)
County of Kootenai) ss.

On this 29 day of December, 1975, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

Robert D. Haynes
Notary Public residing at Coeur d'Alene

My commission expires 11-20-78

May 13, 1971

Re: Permit No. 95-7138 - Hayden Pines, Inc.

Hayden Pines, Inc.
P.O. Box 485
Hayden Lake, Idaho 83835

Gentlemen:

Enclosed is a copy of your approved Application for Permit No. 95-7138. We direct your attention to the conditions of approval as listed on the fourth page.

Be sure to note that a special condition requiring you to install and maintain a measuring device at your point of diversion has been placed upon your permit. We are enclosing a letter describing different types of measuring devices accepted by this office.

Very truly yours,

BOBBY D. FLEENOR
Assistant Director

BDF:kh

Enclosures

95 7138

April 6, 1971

Re: Application No. 95-7138 - Hayden Pines, Inc.

Coeur d'Alene Press
2nd & Lakeside
Coeur d'Alene, Idaho 83814

Gentlemen:

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

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

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

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

(signature of claimant)

Very truly yours,

Donald W. McEldowney
Appropriation Supervisor

DWM:DR
Enc: Legal notice

*Bill submitted
5-6-71
dr*

95 7138

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that Hayden Pines, Inc., P.O. Box 485, Hayden Lake,
Idaho,

has on March 25, 1971, submitted Application No. 95-7138

for a permit to appropriate 2.0 cubic feet per second ~~acre foot per annum~~

of water from a ground water source

by means of well

within the NE~~SE~~ Sec. 23, T. 51N, R. 4W, B.M., Kootenai County,

to be used from Jan. 1 to Dec. 31

for domestic purposes

within the NE~~SE~~ Sec. 23, T. 51N, R. 4W, B.M.

~~issued~~

If ~~issued~~, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Administration, Statehouse, Boise, Idaho, 83707, on or before May 3, 1971.

R. KEITH HIGGINSON
Director

Published in the Coeur d'Alene Press, Coeur d'Alene, Idaho,

on April 15 and April 22, 1971

LD

95 7138

LEGAL 2-copies please

**NOTICE OF APPLICATION
FOR WATER PERMIT**

Notice is hereby given that Hayden Pines, Inc., P.O. Box 485, Hayden Lake, Idaho, has on March 25, 1971, submitted Application No. 95-7138 for a permit to appropriate 2.0 cubic feet per second of water from a ground water source by means of well within NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 23, T. 51N, R. 4W, B.M., Kootenai County, to be used from Jan. 1 to Dec. 31 for domestic purposes within the NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 23, T. 51N, R. 4W, B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Administration, Statehouse, Boise, Idaho, 83707, on or before May 3, 1971.

R. KEITH HIGGINSON
Director

April 15, 22, 1971.

Department of Water Administration

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER ANALYSIS SHEET

RECEIVED
SEP 29 2003

Department of Water Resources

INITIAL REVIEW BY: RGH (b)

1. Right number 70394 ★ See below Applicant No Kootenai Water District

2. Type of right: ☐ Decree ☒ License ☒ Claim (?)

3. Purpose of transfer: ☒ Change point of diversion ☒ Add diversion point(s) ☒ Change place of use
☒ Other Change nature of use

4. Check:

a. ☐ Source ☐ Priority ☐ Amount ☐ Purpose ☐ Period of use

b. ☐ Description of original point of diversion.

c. ☐ Description of original place of use.

5. Amount of land &/or water transferred:

a. ☒ All of rights

b. ☐ Part of right (NOTE! Part B should be filled in only if part of the right is owned by the applicant).

c. ☐ Check description of point(s) of diversion.

d. ☐ Check description of place of use.

e. ☐ Check map (shows p.d. and p.u. after transfer).

f. ☐ Check for correct signature, notarization, and fee.

g. ☐ Check proof of ownership of right &/or land from which water is transferred.

h. ☐ Check for expansion in use of right. Comments _____

i. ☐ Check for existing water rights from same source, on land water is being transferred to.

Right number(s) _____

j. ☐ Is use within a Watermaster District? ☐ Yes ☐ No

If yes, what district? _____

FINAL PROCESSING REVIEW BY: _____

Protest
Due 4/14/03

1. Watermaster recommendation requested on _____ Received on _____

4/4/03 2. Is transfer published correctly? ☒ Yes ☐ No

3. Protest received? ☐ Yes ☐ No

RECOMMENDED ACTION

1. ☐ Approve

2. ☐ Deny

3. Conditions* _____

★ 95-7827
95-7107
95-8522
95-7713
95-7138
95-4027

Pub. in C&E Press
on 3/27 & 4/3/03
Legal # 2781
Proof in file

4. By _____ Date _____

Ball, Dianne

From: Curtis, Sharla
Sent: Friday, March 14, 2003 10:12 AM
To: Ball, Dianne
Subject: Transfer 70394

Hi Dianne. I'm going to wait to talk with Bob about that one well that NKWD is utilizing 60% of until I get up there. Your data entry is fine and can go ahead to be published and show up on the weekly listing. If we decide to split the right, that change can be handled pretty easily and won't be of any consequence to the publication, etc.

We have our work cut out for us when I get there, but I am really looking forward to seeing you and working with you guys and gals. I think we shall accomplish great things!

Give me a holler if you have anything to discuss that won't wait.