

RECEIVED

SEP 28 2026

DEPARTMENT OF
WATER RESOURCES

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re CSRBA

Case No. 49576

Subcase 95-12515
(Insert water right number)

STANDARD FORM 3

MOTION TO FILE AMENDED NOTICE OF
CLAIM

INSTRUCTIONS

This form is used to file an amendment to a Notice of Claim in a reporting area where the Director's Report has been filed. Forms may be obtained from the CSRBA Court, the Idaho Department of Water Resources (IDWR), or you may copy or reproduce this blank form.

The water right number for your amended claim must be indicated above in the blank space following "Subcase." You must use a **separate form for each** amended Notice of Claim.

By filing a *Motion to File an Amended Notice of Claim*, you certify that it is well-grounded in fact; is warranted by existing law or a good-faith argument for the extension, modification or reversal of existing law; and is not filed for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation.

A *Motion to File an Amended Notice of Claim* may require a hearing before the Presiding Judge or Special Master or may be granted by leave of the court or by written consent of the parties and the Idaho Department of Water Resources. Leave to amend a claim shall be freely given when justice so requires.

☒ I have read **CSRBA Administrative Order 1**, Rules of Procedure.

SCANNED

SEP 28 2026

My name is Kelley Woodard

My address is 19374 South Highway 95, Coeur d'Alene, Idaho 83814

My phone number is: work _____ Home (509) 995-5135

☐ I am an attorney representing _____

My name is _____

My address is _____

My phone number is _____

☒ I must amend my Notice of Claim to the use of water in the CSRBA because:

Claimants submit this amended notice to formally connect and anchor Water Right No. 95-12515 to the original 1901 Federal Homestead Patent No. 147 (issued to Byron H. Williams) across an unbroken chain of title. This amendment rectifies historical agency recording and mapping discrepancies, reflects continuous senior beneficial use appurtenant to the North Half of Government Lot 2 (Sec. 31, T49N, R4W, B.M.), and harmonizes administrative records with the underlying sovereign land patent and certified county conveyance records.

☒ I am providing legal and factual documentation to support my amended Notice of Claim. You must describe these documents and attach a readable copy.

Please see the attached Table of Contents and the accompanying evidentiary exhibit packet, which contains certified copies of:

> * Form SF3 and Formal Notice of Transmittal.

> * Master Chronological Chain of Title (1862-2026)

> * IDWR Laserfiche documentation and Cadastral/PLSS survey alignment records.

> * Certified Woodard deeds and historical conveyance instruments.

> * Root of title documentation, including 1901 Presidential Patent No. 147 and Knudson v. Bank of Idaho, 92 Idaho 26 (1967).

I have attached:

☒ A fully completed amended Notice of Claim (available from IDWR).

☒ Any additional claim filing fee required pursuant to I.C. §42-1414(2). To determine this amount, contact IDWR at (800) 451-4129.

I have enclosed a check payable to: State of Idaho Department of Water Resources in the amount of \$ 25.00.


(Signature of person filing motion) 9.23.26

(Attorney signing in representative capacity)

INSTRUCTIONS FOR MAILING

You must mail this motion to the Clerk of the court. **FAX filings will not be accepted.**
You must also send a copy to all the parties listed below in the Certificate of Mailing.

CERTIFICATE OF MAILING

I certify that on September 23, 2026, I mailed the original and copies of this motion, including all attachments, to the following persons:

1. Original to:

Clerk of the District Court
Coeur d'Alene-Spokane River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

2. One copy to each party involved in the Subcase, including the claimant, all objectors, respondents and any party granted participation. Attach a list of names and addresses.

3. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

United States Department of Justice
Environment & Nat'l Resources Div
PO Box 7611
Ben Franklin Station
Washington, D.C. 20044-7611

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
PO Box 83720
Boise, ID 83720-0010


Signature of Movant or attorney
mailing on Movant's behalf 9-23-26

TABLE OF CONTENTS

Evidentiary Exhibit Packet

Claimants: Michael R. Woodard and Kelley I. Woodard

**Property: North Half of Government Lot 2, Sec. 31, T49N, R4W, B.M.,
Kootenai County, Idaho**

Subcase / Water Right No.: 95-12515 / 95-11453

SECTION 1: IDWR WATER RIGHTS & PROCEDURAL RECORDS

- **Standard Form 3 (SF3): Motion to File Amended Notice of Claim**
- **Formal Notice of Transmittal & Administrative Filings**
- **IDWR Water Right Claims & State Agency Records**

SECTION 2: SURVEYS & MAPPING RECONCILIATION

- **Cadastral Surveys, PLSS Section Breakdowns & Boundary Alignments**
- **Ground-Truth Aerial Mapping & Infrastructure Overlays**

SECTION 3: IDWR LASERFICHE & ADMINISTRATIVE SEARCH

- **State Laserfiche Water Records & Document Archive Search**
- **Historical Water Filings & Agency Docket Records**

SECTION 4: SOVEREIGN PATENT & HISTORIC CHAIN OF TITLE

- **1901 Sovereign Homestead Patent No. 147 (Byron H. Williams)**
- **Historical Deeds, Conveyances & Godde Estate Documentation**
- **Judicial Determination: Knudson v. Bank of Idaho, 92 Idaho 26 (1967)**
- **Master Chronological Chain of Title Audit (1862–2026)**

Michael R & Kelley I Woodard
19374 South Highway 95, Coeur d'Alene, Idaho 83814
North Half of Government Lot 2 Section 31 Township 49N Range 4W
AIN 213201 49N04W31-3500 95-11453 & 95-12515

Wednesday, September 23, 2026

To Presiding Judge Wildman, the Director, the Watermaster, and the Administrative Review Team:

First and foremost, I want to express my deepest gratitude to Judge Wildman. Your unwavering commitment to fairness and your willingness to ensure a proper, thorough evidentiary process are the sole reasons this pathway was opened. I am profoundly grateful for the integrity and balance you bring to the bench.

To the Director, the Watermaster, and the Administrative Review Team: I also want to express my sincere appreciation for the time, guidance, and opportunity extended through this proceeding to ensure our land and water records are properly harmonized.

This submission represents months of exhaustive effort. Balancing a demanding full-time professional career and a daily commute, compiling this record effectively became an intensive second full-time job—requiring hundreds of hours late into the night cross-referencing archives, tracing courthouse deeds, and reconciling historical surveys.

Through that detailed examination spanning over a century of certified county documentation, I discovered an operational insight that I respectfully submit for your consideration: it appears from the available public tools that the historical records database and the PLSS mapping interface often operate within separate silos rather than actively communicating with one another.

To assist the agency and bridge this gap, I have compiled an unassailable, courthouse-verified paper chain of title. My intent in providing this is not to request any expansion of water rights or alter historical diversion volumes, but simply to provide the foundational documentation necessary to properly tie the 1901 sovereign patent to our land and ensure the department's mapping and records accurately reflect verified legal history.

It is my sincere hope that this comprehensive package serves as an enduring, valuable resource for the department, protecting the integrity of the state's public records and ensuring an accurate reflection of title for generations to come.

Respectfully submitted,



Kelley I. Woodard
Co-Owner, North Half of Government Lot 2
Section 31, Township 49 North, Range 4 West, B.M.

Woodard Family
Estate Planning
Historic Chain of Title

When	Who	What, Where, and Why
May 20, 1862	The Homestead Act of 1862	Required a 5-year "proving period". The homestead certificate belonging to Byron is actually dated 1895 making it most certain that Byron and his family were here well before Idaho became a state and worked hard to prove the land just over 12 miles south of Coeur d'Alene Idaho 125 years ago. Today this is the same land where Mike and I raised our two children, now 23 and 21 years of age. We have led a hard earned blessed, hybrid - sustenance lifestyle for the last 23.5 years. There is something profound in creating a life in one place, and especially a place that holds power to protect the aquifer south of Coeur d'Alene for generations to come while holding not only documented, but actual physical history of those who came before us. 1901 TO 2026 - 125 years of land and water steward from the Williams Family to the Whitla Family to the Godde Family and to the Woodard family. We, the Woodard Family, are the modern day embodiment of the Homestead Act of 1862.
July 3, 1890	Idaho Statehood	Idaho admitted to the Union under the Idaho Admission Act. Federal law maintained the absolute supremacy of prior federal land grants, entries, and inchoate homestead rights, transitioning territorial jurisdiction to statehood without encumbering, severing, or diminishing federal public domain dispositions or subsequent patent rights.
June 19, 1891	US Deputy Surveyor W. Clayton Miller / General Land Office (GLO)	Official GLO cadastral survey executed under Contract 133. Field notes confirm "1st and 2nd rate soils" and "heavy growth of Fir and Pine." Crucially, the official field notes record NO roads, rights-of-way, rails, or trails crossing this tract, legally establishing the pristine, unburdened condition of the public domain prior to patent issuance.
Feb 23, 1893	US Surveyor General / General Land Office (GLO)	Official Plat of the 10th Standard Parallel North approved and accepted by the US Surveyor General. Legally establishes and fixes the geographic baseline, township exterior boundaries, and PLSS aliquot grid for Township 49 North, Range 4 West, Boise Meridian, binding all subsequent federal conveyances to this official survey without reservation of easements.
Feb 09, 1901	President William McKinley / Patentee Byron Williams	Homestead Certificate #572, Patent #147. Byron Williams acquires the sovereign root of title in Fee Simple Absolute, signed by President William McKinley. As the supreme anchor and highest evidence of title under federal law, this instrument severed the land from the federal public domain into private ownership. Contains no reservations, exceptions, or grants for roads, railroads, or rights-of-way-only standard statutory reservation for vested water rights, ditches, and canals under the Mining Act of 1866. All legitimate downstream title flows exclusively from this unencumbered grant.
April 12, 1901 (Book 138 of Deeds, Page 555)	Byron H. Williams / Jno. C. Callahan, Kootenai County Recorder	Homestead Patent #147 officially recorded into Kootenai County records (Book 138, Page 555) at the request of Byron H. Williams. Conveys 160.17 acres described as Lots 1 and 2 of Sec. 31, Lot 4 of Sec. 30, T49N R4W, and the SE¼ SE¼ of Sec. 25, T49N R5W, Boise Meridian. Recording established formal public constructive notice of Fee Simple Absolute ownership, providing an unbroken, sovereign baseline in county records free of any private road, easement, or third-party encumbrances.
March 11, 1903	Idaho Surface Water Code (1903 Idaho Sess. Laws 223)	Enactment of Idaho's foundational 1903 Water Act establishing the statutory permit application system under the State Engineer while expressly codifying and preserving all pre-existing common-law "constitutional method" appropriations based on actual diversion and beneficial use. Statutorily confirms that early homestead diversion, agricultural settlement, and domestic beneficial use on Patent No. 147 hold superior senior standing, protecting historical vested appurtenant surface uses across Government Lot 2 prior to modern administrative permitting schemes.
March 11, 1907	Early Idaho Subterranean Water Codification (1907 Idaho Sess. Laws 507 / I.C. Title 42)	Legislative extension of statutory appropriation principles to subterranean and percolating groundwater supplies, recognizing that subsurface waters are public waters subject to appropriation by diversion and beneficial use under the doctrine of prior appropriation. Serves as the foundational statutory anchor for unadjudicated domestic homestead well developments, confirming that historical private domestic and agricultural ground diversions developed on patent lands possess protected legal status predating the mandatory permitting mandates of the comprehensive 1951 Ground Water Act.
April 15, 1907	J.R. Williams, Walter Williams, Byron H. Williams, and Ezra R. Whitla	Explosion and fire at the Byron H. Williams homestead residence during active agricultural land clearing operations (stump removal). Walter Williams and J.R. Williams sustained fatal injuries while attempting to thaw dynamite used for agricultural clearing; Byron H. Williams and brother-in-law Ezra R. Whitla assisted at the scene. Physical artifacts, structural debris, and historical accounts confirm the disaster occurred on this specific homestead parcel, providing irrefutable physical and historical evidence of continuous domestic habitation, family occupancy, and active land improvements by the Williams-Whitla family prior to the 1909 warranty conveyance.

Woodard Family
Estate Planning
Historic Chain of Title

<u>When</u>	<u>Who</u>	<u>What, Where, and Why</u>
May 7, 1908 (Recorded May 7, 1909, Book 8 of Mortgages, Page 556)	Byron H. & Mahala R. Williams to Farmers & Mechanics Bank	Mortgage deed securing an \$1,800 promissory note encumbering the unencumbered 160.17-acre patent estate (Lots 1 & 2, Sec. 31; Lot 4, Sec. 30, T49N R4W; and SE¼ SE¼ Sec. 25, T49N R5W). Verified fully satisfied and marked RELEASED of record in Book 7 of Releases, Pages 113 and 447, returning the title to an unencumbered state prior to subsequent warranty conveyances.
July 20, 1909 (Recorded Aug 14, 1909, Book 34 of Deeds, Page 371)	Byron H. & Mahala R. Williams to Ezra R. Whitla	Warranty deed conveying the patent estate to Ezra R. Whitla (brother-in-law) described as Lot 1 and the North Half (N½) of Lot 2, Sec. 31, and Lot 4, Sec. 30, T49N R4W, alongside the SE¼ SE¼ Sec. 25, T49N R5W, Boise Meridian. Grantors expressly covenant and warrant that the premises are "seized in fee simple" and "free and clear of all incumbrances whatever." Creates no private road easements or third-party burdens, maintaining the unencumbered status of the sovereign root. Make note the land was ONLY Deeded to Ezra R Whitla; his wife is not mentioned on the Deed from the Williams.
August 04, 1882 (DOB) July 01, 1957 (DOD)	Mary Ursula (Williams) Whitla	Mary Ursula Williams, sister to Byron H. Williams and the daughter of Jabez R Williams and Anne E Pett, was born on August 4, 1882 in Aberdeen, Brown, South Dakota, Married Ezra Ray Whitla on July 18, 1906, and passed away in Coeur D Alene Idaho July 1, 1957.
March 23, 1960 (Recorded Book 181, Page 481, Inst. #369825; amended Book 37 Misc. p. 308; extended Book 40 Misc. p. 396)	Ezra R. Whitla (a widower) to Coeur d'Alene Stud Company	Timber sale contract and conveyance wherein Ezra R. Whitla, reciting sole ownership "in fee simple and in possession," severed and sold standing timber across his estate lands, specifically including Section 30 (Lot 4) and Section 31 (Lots 1 and 2), T49N R4W, Boise Meridian. Explicitly affirms Whitla's continued fee simple ownership following the death of his wife. Later amended October 31, 1960 and extended to March 23, 1970, demonstrating continuous, exclusive dominion and commercial timber utilization over the patent estate.
April 18, 1881 (DOB) December 29, 1965 (DOD)	Ezra Ray Whitla	Ezra Ray Whitla born in Pope County Minnesota on April 18, 1881, Married Mary Ursula Williams, sister to Byron H. Williams and the daughter of Jabez R Williams and Anne E Pett on July 18, 1906, and passed away in Coeur d'Alene Idaho December 28, 1965.
August 30, 1967 (January 26, 1970 Assignment, Recorded Book 60, Page 201, Inst. #558779)	Estate of Ezra R. Whitla / Andrea L. & William C. Kaiserman to Ray E. & Kathryn B. Zint / Forrest C. & Margaret C. Godde	(Contract): Assignment of executory contract of sale originally entered August 30, 1967 between the Estate of Ezra R. Whitla (Seller) and Forrest C. Godde and Margaret C. Godde (Buyers) under Bank of Idaho Escrow No. 581. Formally links title devolution following Whitla's December 1965 death through the Kootenai County Probate Court Decree of Distribution (dated January 19, 1970), which distributed an undivided 1/8th interest to heir Andrea L. Kaiserman. Confirms escrow mechanics requiring quitclaim deeds to be delivered to Forrest C. and Margaret C. Godde upon full contract compliance for lands including Section 30 (Lot 4) and Section 31 (Lots 1 and 2, T49N R4W, Boise Meridian).
December 18, 1967 (Docket No. 10029; reported at 92 Idaho 26, 435 P.2d 347)	James T. Knudson (Administrator of the Estate of Ezra R. Whitla) v. Bank of Idaho (Guardian) / Forrest G. Godde & Margaret Godde (Purchasers)	Binding Idaho Supreme Court opinion affirming the probate and district court orders confirming the sale of the Ezra R. Whitla real property to Forrest G. Godde and Margaret Godde for \$240,000. Resolves all adverse objections by Whitla's heirs (Margaret Wood); ratifies Bank of Idaho Escrow terms and prior timber encumbrances (Coeur d'Alene Stud Co. / Patrick Flammia); and establishes on the supreme appellate record that Ezra R. Whitla died December 29, 1965 following the trial court's decision. Provides absolute judicial estoppel and res judicata confirming Forrest Godde's lawful equitable and legal purchase of the patent lands.
January 26, 1970 (Recorded January 29, 1970, Book 235 of Deeds, Page 193, Inst. #558780)	William C. & Andrea L. Kaiserman to Ray E. & Kathryn B. Zint	Warranty deed conveying absolute fee simple title derived from the Estate of Ezra R. Whitla (pursuant to Kootenai County Probate Decree dated Jan 19, 1970). Grantors expressly warrant and defend "absolute, unencumbered fee simple title" covering the estate holdings, explicitly including Section 30 (Lot 4) and Section 31 (Lots 1 and 2), T49N R4W, and Section 25, T49N R5W, Boise Meridian (excepting only taxes for 1970 and visible/recorded easements). Recorded sequentially following contract assignment #558779, establishing an unbroken, warranted transfer of the sovereign patent ground into the Zint-Godde operational holdings.
January 26, 1970 (Recorded July 22, 1975, Book 272 of Deeds, Page 387, Inst. #678181)	Ray E. & Kathryn B. Zint to Forrest C. & Margaret C. Godde	Quitclaim deed executed in fulfillment of Bank of Idaho Escrow No. 581 and underlying August 30, 1967 contract of sale from the Estate of Ezra R. Whitla. Conveys all right, title, and interest in the consolidated homestead and timber lands to Forrest C. Godde and Margaret C. Godde upon final contract satisfaction. Specifically includes Section 30 (Lot 4) and Section 31 (Lots 1 and 2), T49N R4W, and Section 25, T49N R5W, Boise Meridian. Completes the divestment of the Whitla estate heirs/assigns directly into the Godde title.

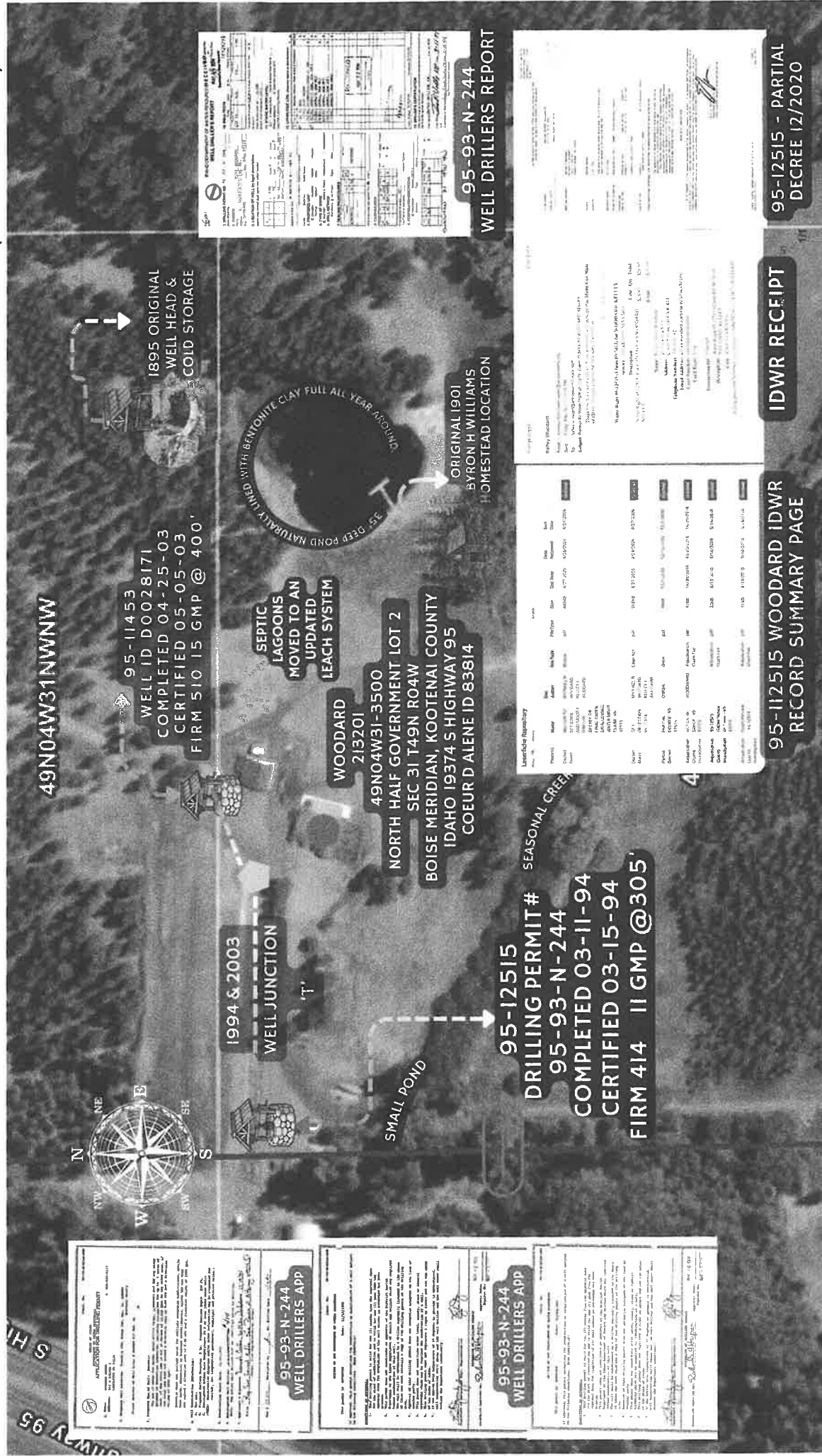
Woodard Family
Estate Planning
Historic Chain of Title

When	Who	What, Where, and Why
December 26, 1980	Forrest G. Godde & Margaret C. Godde (Trustors) to Forrest G. Godde & Margaret C. Godde (Trustees of the Godde 1980 Trust)	Execution and formal settlement of The Godde 1980 Trust, transferring and conveying the consolidated Godde real property holdings into trust management. Schedule A expressly designates and memorializes the subject lands under the legal heading "5. Former Whitla Property," confirming unbroken chain-of-title privity back to Ezra R. Whitla. Specifically schedules Section 30 (Lot 4) and Section 31 (Lots 1 and 2), T49N R4W, Boise Meridian, together with all tenements, hereditaments, and appurtenances. Solidifies title continuity from the 1901 Byron Williams patent and 1909 Whitla warranty conveyance through the Godde family ownership era.
Mar 11, 1994	Water Right 95-12515 (Priority)	Domestic ground water right established for 95-93-N-244 that sits on the WEST property line just EAST of the Highway 95 Entrance and is associated with water right 95-12515. The well was drilled in 1994. Water Rights Applied for in 2010, and the water rights were issued as a partial decree December 2020 to the 95 Coeur d'Alene / Spokane River Adjudication Basin.
September 29, 1997 (Inst. #1511270)	The Godde 1980 Trust (Forrest G. & Margaret C. Godde, Trustees) to Michael J. & Patricia A. Woodard	Conveyance of subject patent ground out of the Godde 1980 Trust to Michael J. and Patricia A. Woodard via 1997 Gift Deed (Inst. #1511270, conveying NW¼ of Gov Lot 2)
Oct 24, 2001	ITD Fulcrum (01037.01)	Key No. 3344. State-verified proof that Well 95-12515 was non-viable due to sand.
July 17, 2002 (Inst. #1742834)	The Godde 1980 Trust (Forrest G. & Margaret C. Godde, Trustees) to Michael J. & Patricia A. Woodard	2002 Warranty Deed (Inst. #1742834, conveying E½ of NW¼ of Gov Lot 2, Section 31, T49N R4W, Boise Meridian, with ingress/egress/utility appurtenances). Solidifies unbroken conveyance privity directly from the Godde estate holdings into the Woodard title.
March 7, 2003 (Recorded March 11, 2003, Inst. #1785704)	Michael J. & Patricia Ann Woodard to Michael J. & Patricia Ann Woodard	Confirmatory Quitclaim Deed effecting a formal lot line adjustment pursuant to Kootenai County Subdivision Ordinance No. 306 § 1.05a (Parcel 49N04W-31-5000), formally consolidating the 1997 and 2002 parcels into the single, unified legal description: North Half (N½) of Government Lot 2, Section 31, T49N R4W, Boise Meridian, together with all appurtenances and after-acquired title.
May 5, 2003	Water Right 95-11453 (Priority)	Domestic ground water right established for D0028171 that sits on the NORTH property line and is associated with water right 95-11453. The well was drilled in 2003 Water Rights Applied for in 2009, and the water rights were issued as a partial decree December 2020 to the 95 Coeur d'Alene / Spokane River Adjudication Basin
September 6, 1916 (DOB) October 26, 2010 (DOD)	Forrest George Godde	Forrest George Godde was born in Lancaster California September 6, 1916, was married to Margaret C Godde (passed away August 2023), and passed away October 26, 2010 in Lancaster California
December 9, 1945 (DOB) December 17, 2014 (DOD)	Death of Michael James Woodard	Michael J Woodard was born December 9, 1945 in Coeur d'Alene Idaho, Married to Patricia Ann Woodard, and passed away December 17, 2014 in Spokane Washington.
October 23, 2017 (Recorded November 3, 2017, Inst. #2619007000)	Patricia A. Woodard (single person) to Michael R. Woodard & Kelley Woodard (husband and wife)	Conveyance vesting full fee title in Michael R. Woodard and Kelley Woodard, husband and wife, describing the North Half of Government Lot 2, Section 31, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.
April 15, 2026 (Recorded April 15, 2026, Inst. #3039366000)	Michael R. Woodard & Kelley I. Woodard (Grantors) to Michael R. Woodard & Kelley I. Woodard (Grantees, JTWR0S)	Certified Confirmatory Warranty Deed formally re-anchoring fee title directly to the 1901 Byron H. Williams Sovereign Patent No. 147 and 1893 US Government Survey. Expressly appurtenant to IDWR Decreed Water Rights 95-11453 and 95-12515; confirms boundaries along the 10th Standard Parallel North; and formally repudiates unauthorized wild instrument #2507309000 from the patent chain of title.

AIN 213201
Parcel ID 49N04W-31-3500
Legal Description
N Half Govt Lt 2 31-49N-04W

Michael R & Kelley I Woodard
19374 South Highway 95
Coeur D Alene, Idaho 83814

IDWR Partially Decreed Water
Rights to the 95 Coeur dAlene
Spokane Adjudication Basin
95-11453 (2003 / 2009 / 2020)
95-12515 (1994 / 2010 / 2020)



The purpose of this map is to show where on AIN 213201 the Michael R & Kelley I Woodard IDWR Well Rights were issued a partial decree to the 95 Coeur D Alene-Spokane Adjudication Basin by Judge Eric Wildman in 2020. These well rights were officially obtained in 2009 for (2003) 95-11453 AND 2010 for (1994) 95-12515 are located on the Woodward NorthWest Half of the North Half of Government Lot 2 Sec 31N T49N R04W AIN 213201

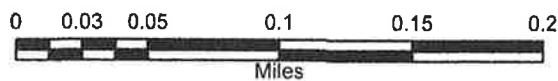
State of Idaho
Department of Water Resources

Water Right

95-12515

DOMESTIC

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Legend

- Quarter Quarters
- PLS Sections
- Townships
- Place of Use Boundary
- Point of Diversion



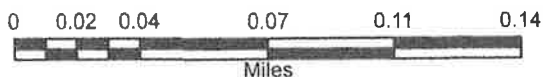
State of Idaho
Department of Water Resources

Water Right

95-12515

DOMESTIC

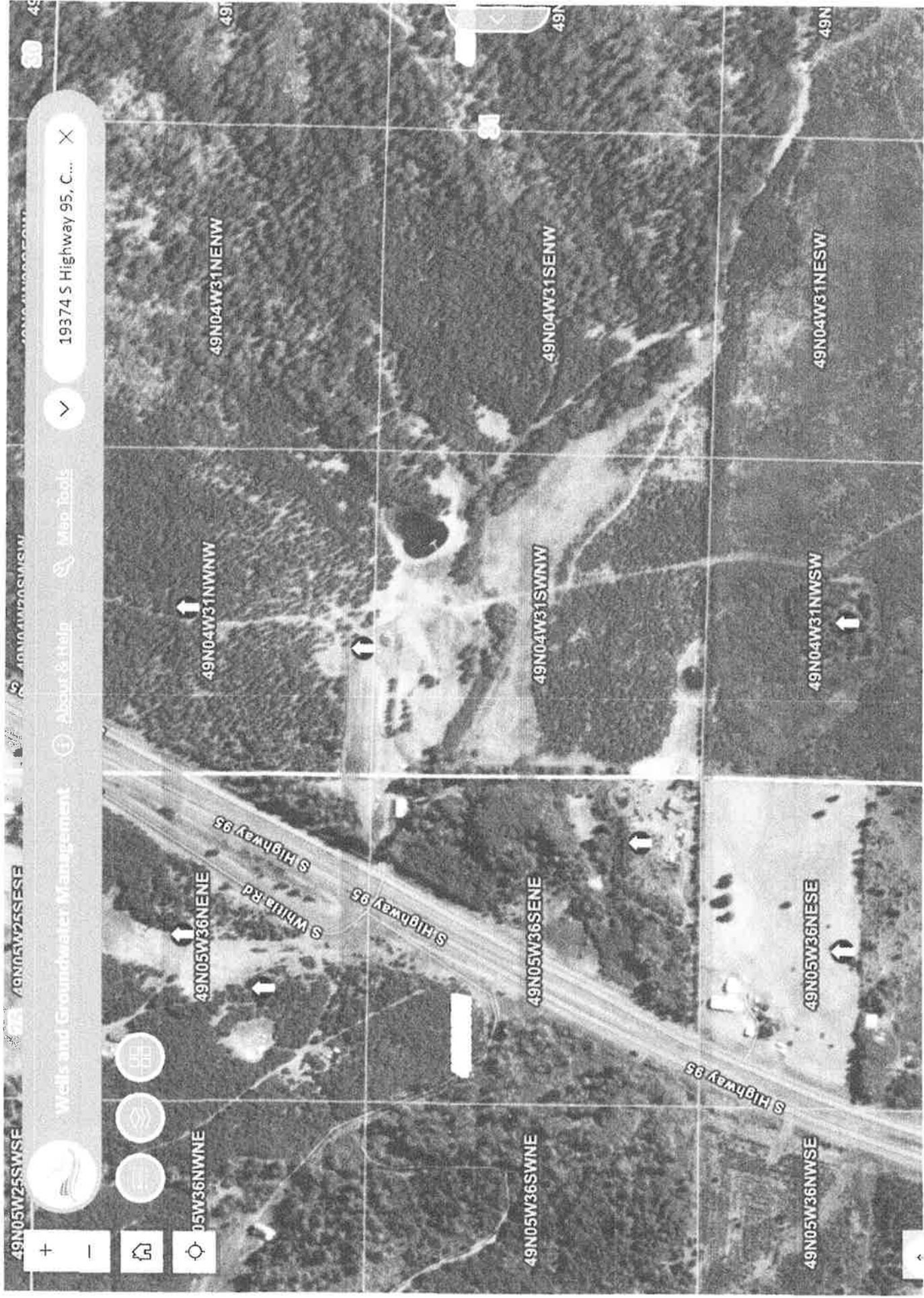
The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Legend

- Quarter Quarters
- PLS Sections
- Townships
- Place of Use Boundary





500 ft

Powered by Esri

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re CSRBA

Case No. 49576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 95-12515

RECEIVED

DEC 10 2020

DEPARTMENT OF
WATER RESOURCES

NAME AND ADDRESS: KELLEY I WOODARD
MICHAEL R WOODARD
19374 S HWY 95
COEUR D ALENE, ID 83814

SOURCE: GROUND WATER

QUANTITY: 0.02 CFS

The quantity of water under Right Nos. 95-12515 and 95-11453
shall not exceed 13,000 gallons per day.

PRIORITY DATE: 03/11/1994

POINT OF DIVERSION: T49N R04W S31 LOT 1 (NWNW) Within Kootenai County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Domestic	01-01 TO 12-31	0.02 CFS

Domestic use is for 1 home.

PLACE OF USE: Domestic Within Kootenai County
T49N R04W S31 LOT 2 (SWNW)

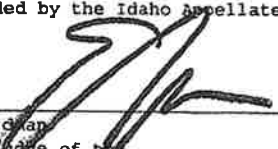
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

The quantity of water decreed for this water right is not a
determination of historical beneficial use.

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance
with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a
final judgment and that the court has and does hereby direct that the above judgment or order shall be a final
judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


Eric J. Wildman
Presiding Judge of the
Coeur d'Alene-Spokane River Adjudication

Laserfiche Repository

Show: 10 entries

Search:

[illegible]

IDWR Document Search

Search by Water Right

Basin

95

Sequence

12515

Split Suffix

Search

Clear

Exit

Search Results

README: If you think the list of available documents is or may be incomplete, please [contact your local IDWR Office \(https://idwr.idaho.gov/contact-us/\)](https://idwr.idaho.gov/contact-us/) and we will check for you.

Laserfiche Repository

Show 10 entries

Search:

Process	Name	Doc Author	DocType	FileType	Size	Doc Date	Date Received	Sort Date	
Docket Sheet	NOTICE SETTING STATUS CONFERENCE - 95-11453, 95-12515	COURT	Notice	pdf	67KB	7/23/2026	7/28/2026	7/23/2026	Download /apps/Shared/LfRelatedDocs/Home/DownloadDoc?ei
Docket Sheet	ORDER GRANTING MOTIONS TO SET ASIDE PARTIAL DECREES - 95-11453, 95-12515	COURT	Order AJ	pdf	76KB	7/22/2026	7/28/2026	7/22/2026	Download /apps/Shared/LfRelatedDocs/Home/DownloadDoc?ei
Docket Sheet	NOTICE SETTING HEARING ON OBJECTIONS - 95-11453, 95-12515	COURT	Notice	pdf	165KB	4/30/2026	5/6/2026	4/30/2026	Download /apps/Shared/LfRelatedDocs/Home/DownloadDoc?ei
Docket Sheet	MOTION TO SET ASIDE AND MODIFY PARTIAL DECREE OR FINAL ORDER DISALLOWING WATER RIGHT CLAIM - 95-12515	MICHAEL R WOODARD, KELLEY I WOODARD	Motion	pdf	448KB	4/27/2026	4/28/2026	4/27/2026	Download /apps/Shared/LfRelatedDocs/Home/DownloadDoc?ei
Docket Sheet	SF 1 OBJECTION - 95-12515	MICHAEL R WOODARD, KELLEY I WOODARD	Objection	pdf	515KB	4/27/2026	4/28/2026	4/27/2026	Download /apps/Shared/LfRelatedDocs/Home/DownloadDoc?ei
Adjudication Claims Investigation	Exhibits to Objection and Motion to Set Aside - 95-12515	WOODARD	Adjudication Claim File	pdf	15128KB	4/20/2026	4/20/2026	4/20/2026	Download /apps/Shared/LfRelatedDocs/Home/DownloadDoc?ei
Partial Decree	PARTIAL DECREE - 95-12515	CSRBA	Order	pdf	44KB	12/1/2020	12/10/2020	12/1/2020	Download /apps/Shared/LfRelatedDocs/Home/DownloadDoc?ei

Process	Name	Doc Author	DocType	FileType	Size	Doc Date	Date Received	Sort Date	
Adjudication Claims Investigation	NOTICE OF ERROR - 95- 12515	WOODWARD	Adjudication Claim File	pdf	42KB	10/30/2018	10/25/2018	10/25/2018	Download (/apps/Shared/LfRelatedDocs/Home/DownloadDoc?ei
Adjudication Claims Investigation	95-12515 Online Notice Of Claim - 95- 12515		Adjudication Claim File	pdf	32KB	8/13/2010	5/14/2010	5/14/2010	Download (/apps/Shared/LfRelatedDocs/Home/DownloadDoc?ei
Adjudication Claims Investigation	Claim Preview - 95-12515		Adjudication Claim File	pdf	51KB	8/13/2010	5/14/2010	5/14/2010	Download (/apps/Shared/LfRelatedDocs/Home/DownloadDoc?ei

Showing 1 to 10 of 11 entries

[Previous](#) | [1](#) | [2](#) | [Next](#)

RECEIVED
10/05/2018
OCT 25 2018
DEPARTMENT OF
WATER RESOURCES

NOTICE OF ERROR
REPLY

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: November 16, 2018

Water right number: 95-11453

MICHAEL R WOODARD
19374 S HWY 95
COEUR D ALENE ID 83814
Telephone Number: 2087656142

KELLEY I WOODARD
19374 S HWY 95
COEUR D ALENE ID 83814
Telephone Number: 2087656142

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

☒ I AGREE with this proposed recommendation: no changes need to be made.

DATE: 10/23/2018 SIGNATURE: *M Woodard* *Kelley I Woodard*
Please print your name: Michael Woodard Kelley I Woodard

IDWR Regional Office, 7600 N MINERAL DR STE 100, COEUR D ALENE, ID 83815-7763, (208) 762-2800

Water Right Report : 95-12515(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	WOODARD, KELLEY I	19374 S HWY 95	COEUR D ALENE	ID	83814
Current Owner	WOODARD, MICHAEL R	19374 S HWY 95	COEUR D ALENE	ID	83814

Water Right Status

Priority Date : 3/11/1994
Basis : Decreed
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	49N	04W	31	1				NW NW KOOTENAI	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
DOMESTIC	01/01	12/31	0.02 CFS	
TOTAL			0.02 CFS	

Places of Use

Place of Use Legal Description : DOMESTIC (KOOTENAI county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
49N	04W	31	2		SW	NW	

Conditions

Code Conditions

- C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
- PIN Parcel No. 49N04W313500
- N11 The quantity of water decreed for this water right is not a determination of historical beneficial use.
- N19 The quantity of water under Right Nos. 95-12515 and 95-11453 shall not exceed 13,000 gallons per day.
- X01 Domestic use is for 1 home.

Dates

Licensed Date :
Decreed Date : 12/1/2020
Permit Proof Due Date :
Permit Proof Made Date :

Other Information

State or Federal :
Water District Number : TBD
Generic Max Rate Per Acre : 0
Generic Max Volume Per Acre : 0

Permit Approved Date :
Permit Moratorium Expiration Date :
Enlargement Use Priority Date :
Enlargement Statute Priority Date :
Application Received Date:
Protest Deadline Date:

Civil Case Number :
Decree Plaintiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

2/28/2023

02/25/2019

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 95-12515

NAME AND ADDRESS: MICHAEL R WOODARD
19374 S HWY 95
COEUR D ALENE ID 83814

KELLEY I WOODARD
19374 S HWY 95
COEUR D ALENE ID 83814

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.020 CFS

The quantity of water under Right Nos. 95-12515 and 95-11453 shall not exceed 13,000 gallons per day.

PRIORITY DATE: 03/11/1994

POINT OF

DIVERSION: T49N R04W S31 NWNW Lot 1 Within KOOTENAI County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

DOMESTIC

01/01 12/31

0.020 CFS

Domestic use is for 1 home.

PLACE OF USE: DOMESTIC in KOOTENAI County

T49N R04W S31 Lot 2 SWNW

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

The quantity of water decreed for this water right is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Parcel No. 49N04W313500

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF
TWIN FALLS

IN RE THE GENERAL ADJUDICATION OF RIGHTS TO
THE USE OF WATER FROM THE COEUR D'ALENE /
SPOKANE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 49576

Ident. Number: 95-12515

Date Received: 5/14/2010

Receipt No: T090820

Received By:

**NOTICE OF CLAIM TO A WATER RIGHT ACQUIRED
UNDER STATE LAW**

1. Name of Claimant(s)

MICHAEL R WOODARD Phone:(208) 765-6142
19374 S HWY 95
COEUR D ALENE ID 83814

KELLEY I WOODARD Phone:(208) 765-6142
19374 S HWY 95
COEUR D ALENE ID 83814

2. Date of Priority: 3/11/1994

3. Source: GROUND WATER Tributary to:

4. Point of Diversion:

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>1/4 of 1/4 of 1/4</u>	<u>Lot</u>	<u>County</u>	<u>Type</u>
49N	04W	31	NW NW		KOOTENAI	

5. Description of diverting works:

6: Water is used for the following purposes:

<u>Purpose</u>	<u>From To</u>	<u>C.F.S.</u>	<u>(or) A.F.A</u>
DOMESTIC	1 /1 12/31	0.02	0

7. Total Quantity Appropriated is: 0.02 C.F.S. and/or 0 A.F.A

8. Non-irrigation uses:

Number of Homes: 1

9. Place of use:

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>1/4 of 1/4</u>	<u>Lot</u>	<u>Use</u>	<u>Acres</u>
49N	04W	31		2	DOMESTIC	

Section Acres

10. Place of use in counties: KOOTENAI

11. Do you own the property listed above as place of use? Yes

12. Other Water Rights Used:

13. Remarks:

95-12515

5/21/2010

Priority date description: I used the priority date of 1994 based on the well drillers report from United Drilling Inc. signed March 15 1994 showing the well test being started March 10 1994 and completed on March 11 1994 for Drilling Permit No 95 93 N 244.

Description of use: Water Use

Description

DOMESTIC

This is a secondary well associated with Claim 95 11453 claim id2743. It is mainly used to water our dogs, wash vehicles, etc. If it is needed for our home it is used for household use such as drinking water, washing dishes, laundry, water small flower gardens, cooking, water our yard, etc.

14. Basis of Claim: Beneficial Use

15. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Coeur d'Alene-Spokane River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

For Individuals: I/We do solemnly swear or affirm under penalty or perjury that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____

_____ Date: _____

For Organizations: I do solemnly swear or affirm under penalty or perjury that I am

_____ of _____,
Title Organization

That I have signed the foregoing document in the space below as

_____ of _____,
Title Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____ Date: _____

Title and Organization _____

Please print name

Kelley Woodard

From: Access Idaho [webmaster@accessidaho.org]
Sent: Friday, May 14, 2010 1:56 PM
To: kelly.woodard@activeelectronicsllc.com
Subject: Receipt for Water Right 95-12515 (Claim ID 3413) for WOODARD, KELLEY

Thank you for your business. Your statement will indicate that **Idaho.Gov State of ID** has charged you for the following transaction.

Please save or print this email for future reference. It is your receipt for these charges.

Water Right 95-12515 (Claim ID 3413) for WOODARD, KELLEY

Service: Adjudication NIA Claims

Description	Cost	Qty	Total
Water Right 95-12515 (Claim ID 3413) for WOODARD, KELLEY	\$26.93	1	\$26.93
Total:			\$26.93

Name: Kelley Illene Woodard

Address: 19374 S HWY 95
Coeur d'Alene, ID US 83814

Telephone Number: 2087656142

Email Address: kelly.woodard@activeelectronicsllc.com

Card Number: xxxxxxxxxxxx4460

Card Type: Visa

Transaction ID: 2740297

Description: Water Right 95-12515 (Claim ID 3413) for
WOODARD, KELLEY

Cost: \$26.93 (1 x \$26.93)

Billing problems? Contact Access Idaho (208) 332-0102, 1 (877) 4ID-EGOV.

5/14/2010

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

TO BE CSRB PARTIAL DECREE PURSUANT TO
Case No. 49378 I.R.C.P. 54(b) FOR
Water Right 95-12515

NAME AND ADDRESS: KELLEY J. WOODARD
MICHAEL E. WOODARD
19174 S HWY 95
COEUR D'ALENE, ID 83814

SOURCE: GROUND WATER

QUANTITY: 6.02 CFS

The quantity of water under Right Nos. 95-12515 and 95-11463 shall not exceed 11,000 gallons per day.

PRIORITY DATE: 03/11/1994

POINT OF DIVERSION: T49N R04W S31 LOT 1 (SWNW) Within Kootenai County

PURPOSE AND PERIOD OF USE: PURPOSE OF USE: DOMESTIC QUANTITY: 6.02 CFS
Domestic 01-01 TO 12-31
Domestic use is for 1 home

PLACE OF USE: Domestic Within Kootenai County
T49N R04W S31 LOT 2 (SWNW)

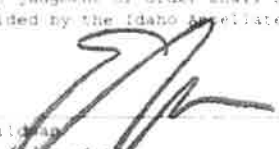
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

The quantity of water decreed for this water right is not a determination of historical beneficial use.

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE, I.C. SECTION 42-1412(b).

RULE 54(b) CERTIFICATE

With respect to the issue determined by the above judgment or order, it is hereby CERTIFIED in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


Eric J. Wildman
Presiding Judge of the
Coeur d'Alene-Spokane River Adjudication



Ident. No.

95-93-N-0244-000

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR DRILLING PERMIT

1. Name: FORREST GODDE
Address: 666 W AVENUE I
LANCASTER CA 93534

O 805-942-6113

2. Proposed Well Location: Township 49N, Range 04W, Sec. 31, SWNWNW
KOOTENAI County

Street Address of Well Site: M MARKER 417 HWY. 95

ID

3. Proposed Use of Well: Domestic

The use of water for homes, organization camps, livestock and for any other purpose in connection therewith, including irrigation for up to .5 acres of land, if the total use is not in excess of 13,000 gpd; or any other uses, if the total use does not exceed a diversion rate of 0.04 cfs and a diversion volume of 2500 gpd.

Domestic does not include water for multiple ownership subdivisions, mobile home parks, commercial or business establishments, unless the use does not exceed a diversion rate of 0.04 cfs and a diversion volume of 2500 gpd.

4. Well Construction Information:

A. New Well

B. Proposed Surface Diameter 8 In. Proposed Maximum Depth 200 Ft.

C. Anticipated Bottom Hole Temperature: 85 F or less (Cold water well)

(NOTE: Construction diagrams and/or other information may be requested for monitor, low temperature geothermal, municipal and artesian wells.)

5. Construction Start Date: 11/20/1993

6. Anticipated Well Driller: J & J DRILLING INC. #414

NOTE: The actual well driller must be identified prior to drilling.

7. Applicant's Signature Forrest Godde by Mike Wood Date 11/19/94

Title Reg. For Forrest Godde Sec. Power of Attorney attached
(Owner, Firm Representative, Other)

Fee \$ 35.00

Received by

No. N007184 Date

11/19/93

(Continued)

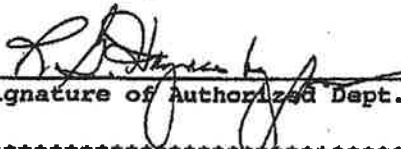
ACTION OF THE DEPARTMENT OF WATER RESOURCES

This permit is **APPROVED**Date: **11/19/1993**

If approved, this permit authorizes the construction or modification of a well subject to the following conditions. **READ CAREFULLY!**

CONDITIONS OF APPROVAL:

1. This drilling permit is valid for two (2) months from the approval date for the start of construction and is valid for one (1) year from the approval date for completion of the well unless an extension has been granted.
2. This permit does not constitute an approval of the District Health Department or the Idaho Department of Health and Welfare which may be required before construction of this well.
3. The well shall be constructed by a driller currently licensed in the state of Idaho who must maintain a copy of the drilling permit at the drilling site.
4. Approval of this drilling permit does not authorize trespass on the land of another party.
5. This permit does not constitute other local, county, state or federal approvals which may be required for construction of a well.
6. This drilling permit does not represent a right to divert and use the water of the State of Idaho.
7. If the bottom hole temperature of 85 degrees or greater is encountered, well construction shall cease and the well driller and the well owner shall contact the Department immediately.


Signature of Authorized Dept. Representative
Title*****
EXTENSION OF DRILLING PERMIT

Extension Approved by:



Approval Date:

MAR 10 1994

Expires On:

MAY - 5 1994

October 26, 2001

Ronald Harvey, Jason Minzghor
Idaho Transportation Department
600 Prairie Avenue
Coeur D'Alene, Idaho 83814-8764

**RE: Report of Domestic Well Testing
Project DHP-NH-CM-5110(119)
US-95 Bellgrove to Mica
Key No. 2815 Agreement No. 4498
Forrest Godde Well**

Dear Ron and Jason:

This report summarizes the pumping test and water-sampling services conducted by Fulcrum Environmental Consulting Inc. (Fulcrum) for the Idaho Transportation Department, for base-line water quality well performance criteria.

INTRODUCTION

Scope of Services

The main objectives of this testing was to obtain base-line information on groundwater quality, quantity, and well performance on the Forrest Godde well. The well is located near proposed highway realignment excavation activities. This work included pumping, recharge, and water quality testing.

PROJECT LOCATION AND CISTERN DESCRIPTION

The testing and water sampling was conducted on the Forrest Godde well near the construction of a rerouted portion of Highway 95, approximately 15 miles south of Coeur D'Alene, Idaho.

The Forrest Godde well is a six-inch diameter well approximately 300 feet deep. It is located along the east side of Highway 95 (Attachment A). Static water level was recorded at 11.63 feet below the top of the well casing.

PUMPING TEST

Testing Procedures

On August 28, 2001, water sampling and a pump test were performed on the well. Static water level and water depth were measured using a calibrated electric water level indicator. The in-situ domestic well pump was used to draw water from the well for discharge measurements. Rate of discharge was determined using calibrated buckets during testing. Water was discharged at a constant rate for one volume of the well or to a depth of sufficient draw down, as determined in the field. Water level was measured at regular time intervals during the test. The time of water sampling, the duration pumped, and the volume of water removed from the well were recorded. Water level draw down measurements were discontinued after 12 minutes due to water level instrument error. Field data is included in Attachment B.

Well Observations and Discharge

Table 1 summarizes the water measurements during discharge and recharge.

Table 1. Summary of Discharge and Recharge Test

Well Owner	Well Depth (feet)	Static Water Level (feet below top of well casing)	Discharge Rate (gpm) Average	Duration Pumped (min.)	Draw down (feet)	Specific Capacity (gpm/foot)
Forrest Godde	300	11.63	15	12	83.58	0.24

During testing of the well, recharge was observed to be approximately 0.78 inches/minute. Graphs and measures of discharge and recharge are included in Attachment B.

SAMPLING PROCEDURES AND ANALYTICAL METHODS

A water sample was collected from the well after stabilization of field parameters had occurred, or after one volume of well water had been removed from the well. During the last five minutes of water discharge during the pumping test, two 500 ml samples were obtained for laboratory metals testing and one 100 ml sample was obtained for laboratory total coliform and fecal coliform bacteria testing. Prior to water bacteriology sampling the water tap (collection point) was sterilized with an open flame. The collected groundwater sample was placed in two laboratory prepared glass sample vials (40-ml VOAs), two 500 ml polyethylene bottles and one 100 ml plastic container. Fulcrum used portable field-testing meters to measure and record the following water quality parameters during pumping: pH, specific conductance, temperature, total dissolved solids, oxidation-reduction potential (Table 2). After testing and sampling were completed, the pump was shut off and the water level measured (Attachment B). Water bacteria samples were maintained at ambient air temperature (approximately 60 degrees F) and transported to Anatek Laboratories of Spokane, Washington within 24 hours. Water samples for inorganic and organic analyses were placed on ice in a cooler, and transported to Anatek Laboratories. Water samples submitted for inorganic and organic laboratory analysis were analyzed using EPA and standard methods.

Table 2. Summary of Field Water Quality Parameters

pH	Temperature	Conductivity	Total Dissolved Solids	ORP
7.5	53°	210 uS/cm	95 ppm	225 mV

GROUNDWATER QUALITY

Inorganic water quality is summarized in Table 3 and organic water quality is summarized in Table 4. Groundwater samples collected did not indicate any unusual inorganic or organic concentrations. However, iron was recorded above the established MCL which also accounts for the elevated turbidity and color. Test Results are located in Attachment C.



Table 3: Inorganic Analytical Test Results for the Forrest Godde Well.

ANALYTES	RESULTS (ppm*)	MCL (ppm*)
Arsenic	ND	0.05
Barium	0.1	2
Cadmium	ND	0.005
Chromium	ND	0.1
Mercury	ND	0.002
Selenium	ND	0.05
Beryllium	ND	0.004
Nickel	ND	0.1
Antimony	ND	0.006
Thallium	ND	0.002
Cyanide	ND	0.2
Fluoride	ND	4
Nitrite-N	ND	0.5
Nitrate-N	2.6	10
Total Nitrate Nitrate-N	2.6	10
EPA REGULATED (Secondary)		
Iron	1.7	0.3
Manganese	0.02	0.05
Silver	ND	0.05
Chloride	ND	250
Sulfate	ND	250
Zinc	1.42	5
STATE REGULATED		
Sodium	10	NE
Hardness (CaCO ₃)	ND	NE
Conductivity	238	700 umhos/cm
Turbidity	13	1 NTU
Color	25	15 (color units)
Dissolved Solids	162	500
STATE UNREGULATED		
Lead	0.003	0.015 Action level
Copper	ND	1.3 Action level
OTHER		
Orthophosphate/P	0.1	NE
Silica	ND	NE
Aluminum	ND	NE
Alkalinity as CaCO ₃	95	NE
Magnesium	ND	NE
Calcium	ND	NE
Ammonia/N	ND	NE

MCL=Maximum Contaminant Level

ND=Not Detected

NE=Not Established

*All results in parts per million (ppm) except where noted.



Table 4: Organic Analytical Test Results for the Forrest Godde Well.

Analytes	Results (ppb)	MCL (ppb)
EPA REGULATED		
Vinyl Chloride	ND	2.0
1, 1-Dichloroethylene	ND	7.0
1, 1, 1-Trichloroethane	ND	200
Carbon Tetrachloride	ND	5.0
Benzene	ND	5.0
1, 2-Dichloroethane	ND	5.0
Trichloroethylene	ND	5.0
1, 4-Dichlorobenzene	ND	75
Dichloromethane	ND	5.0
Trans-1, 2-Dichloroethylene	ND	100
Cis-1, 2-Dichloroethylene	ND	70
1, 2-Dichloropropane	ND	5.0
Toluene	ND	1000
1, 1, 2-Trichloroethane	ND	5.0
Tetrachloroethylene	ND	5.0
Chlorobenzene	ND	100
Ethylbenzene	ND	700
Styrene	ND	100
1, 2-Dichlorobenzene	ND	600
1, 2, 4-Trichlorobenzene	ND	70
Total Xylenes	ND	10000
M/p Xylenes (MCL for Total)	ND	NE
o-Xylene(MCL for Total)	ND	NE
EPA UNREGULATED		
Chloroform	ND	NE
Bromodichloromethane	ND	NE
Chlorodibromomethane	ND	NE
Bromoform	ND	NE
Chloromethane	ND	NE
Bromomethane	ND	NE
Chloroethane	ND	NE
1, 1-Dichloroethane	ND	NE
2, 2-Dichloropropane	ND	NE
1, 1-Dichloropropylene	ND	NE
Dibromomethane	ND	NE
1, 3-Dichloropropane	ND	NE
1, 1, 1, 2-Tetrachloroethane	ND	NE
Bromobenzene	ND	NE
1, 2, 3-Trichloropropane	ND	NE
1, 1, 2, 2-Tetrachloroethane	ND	NE
o-Chlorotoluene	ND	NE
p-Chlorotoluene	ND	NE
m-Chlorotoluene	ND	NE
1, 3-Dichloropropene	ND	NE



Table 4: Organic Analytical Test Results (continued)

STATE UNREGULATED		
Cis-1, 3-Dichloropropene	ND	NE
Trans-1, 3-Dichloropropene	ND	NE
Fluorotrichloromethane	ND	NE
Bromochloromethane	ND	NE
Isopropylbenzene	ND	NE
n-Propylbenzene	ND	NE
1, 3, 5-Trimethylbenzene	ND	NE
tert-Butylbenzene	ND	NE
1, 2, 4-Trimethylbenzene	ND	NE
Sec-Butylbenzene	ND	NE
p-Isopropyltoluene	ND	NE
n-Butylbenzene	ND	NE
Naphthalene	ND	NE
Hexachlorobutadiene	ND	NE
1, 2, 3-Trichlorobenzene	ND	NE
EDB(Scan Confirm 504.1)	ND	NE
DBCP(Scan Confirm 504.1)	ND	NE
Dichlorodifluoromethane	ND	NE

MCL=Maximum Contaminant Level

ND = Not Detected

NE = Not Established

All results in parts per billion (ppb)

The total coliform group of bacteria include all aerobic and anaerobic, gram-negative, nonspore-forming rod-shaped bacteria that ferment lactose in 24 to 48 hours at 37 degrees C. These include pathogenic and non-pathogenic bacteria. The density of the total coliform group is the principal indicator of suitability of water for human consumption.

Test results for the well revealed that coliform bacteria colonies were not present and the water was satisfactory. The State of Idaho Department of Health has established a drinking water action level of zero (0) colonies of total coliform bacteria per 100 ml of water.

A five gallon sample of water was collected to determine the sand concentration that the well was producing. Approximately 1.75 grams of a fine to medium sand was recorded in the five gallon sample. This is 175 grams per 500 gallons of water pumped or approximately 0.385 pounds per 500 gallons.

CONCLUSIONS

Groundwater samples collected from the well are within acceptable levels in regards to the organic and inorganic parameters analyzed, with the exception of iron, turbidity and color. The elevated turbidity, and color measurements are apparently related to elevated iron content. The iron may be coming from the geological formation or from the well casing. Coliform bacteria samples collected indicated satisfactory water quality.

The well has fair groundwater potential for domestic use, but would be considered poor for irrigation. The quantity of sand produced by the well is considerable. The long term prognosis is poor. At the current rate of sand production the well casing will more than



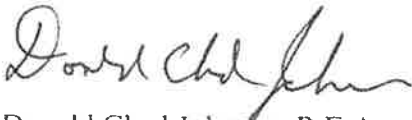
likely fill and may render the well unproductive. Additionally, the pump will likely be affected by the sand and may eventually become inoperable.

LIMITATIONS

Analytical results for inorganic and organic parameters and total coliform bacteria will vary from water source to water source, depending on geological formation, depth of well, well seal, well casing construction, and perhaps most importantly for shallow wells, the proximity to septic systems. The results for the wells sampled should not be used for comparison purposes with other wells and should only be used for comparison with data obtained from the individual water sources sampled. Fluctuation in precipitation on a yearly basis and seasonal changes will affect groundwater levels, well yield and water quality.

We appreciate this opportunity to be of service to the Idaho Transportation Department on this project. Should you have any questions regarding this assessment, please call us at your earliest convenience.

Respectfully submitted,
Fulcrum Environmental Consulting, Inc.



Donald Chad Johnson, R.E.A.
Project Environmental Scientist

Reviewed by



Grant Cummings, P.G.
Professional Geologist/Owner
Cummings Geotechnology



10/26/01

- Attachments: A) Figure 1
B) Field Data and Graphs
C) Reports of Analytical Results





Department of Justice

FOR IMMEDIATE RELEASE
WEDNESDAY, MAY 3, 2006

[WWW.USDOJ.GOV](http://www.usdoj.gov)

ENRD
(202) 514-2007
TDD (202) 514-1888

Idaho Transportation Department and Contractor to Pay Total of \$895,000 to Settle Federal Storm Water Discharge Claims

WASHINGTON, D.C. – The Idaho Transportation Department (ITD) and contractor Scarsella Brothers, Inc. have agreed to pay \$895,000 for violations of the Clean Water Act during the construction of the Bellgrove-Mica realignment of Highway 95 near Lake Coeur d'Alene in Northern Idaho, the Justice Department and U.S. Environmental Protection Agency (EPA) announced today.

Today's settlement concludes a lawsuit which began in 2004, alleging that ITD and Scarsella Brothers failed to provide adequate storm water controls for a large highway project that later deposited many tons of sediment in Mica Creek, which flows into Mica Bay in Lake Coeur d'Alene.

Under the terms of the consent decrees, lodged today in the federal district court in Boise, Idaho, ITD will pay a penalty of \$495,000 and Scarsella Brothers will pay a \$400,000 civil penalty. As part of the settlement, ITD and Scarsella Brothers also have agreed to send their engineers and environmental inspectors to a certified storm water management training, and ITD has agreed to implement new construction management practices to help avoid future violations of the storm water regulations.

"The Idaho Transportation Department and Scarsella Brothers Construction Company failed to follow known best management practices and their actions had a significant impact on the receiving waters and on the Mica Bay portion of Lake Coeur d'Alene," said Assistant Attorney General Sue Ellen Wooldridge of the Justice Department's Environment and Natural Resources Division. "We are committed to enforcing environmental laws and to seeing that violators undertake the actions necessary to comply with storm water regulations in the future."

"Runoff from construction sites is a major contributor to water quality impairment in the U.S. The EPA is aggressively enforcing federal regulations to help control this problem," said Granta Y. Nakayama, EPA's Assistant Administrator for the Office of Enforcement and Compliance Assurance. "This settlement will result in improved water quality and is a signal of the Agency's commitment to enforcement of our nation's environmental laws and regulations."

In a related action brought in state court, Scarsella will pay half a million dollars to the Mica Bay Homeowners Association to settle claims for property damage allegedly caused by sediment discharges from the site. The Association intends to use the money for environmental improvement projects in the Mica Bay watershed.

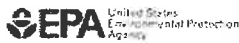
The penalty in these two cases is the largest EPA Region 10 has imposed thus far as part of its regional storm water compliance initiative. Although the initiative began in 2001 with several years of intensive outreach, including workshops, mailers, and an expanded website, it was not until 2005, after EPA stepped up its inspection and enforcement efforts, that the region saw a dramatic increase in compliance rates.

Between June 2004 and April 2005, the number of construction site operators in Idaho signed up for the Construction General Permit rose 112 percent. EPA inspectors have also noted that construction site operators are increasingly in compliance with the permit's requirements to design, install, and maintain storm water controls to prevent common construction site pollutants such as sediment, petroleum products, and concrete washout from discharging into nearby waterways. Since the initiative began, EPA has brought cases against more than 100 operators.

The proposed consent decree lodged today is open for a 30-day public comment period. A copy of the consent decree is available on the Department of Justice website at <http://www.usdoj.gov/enrd/open.html>.

###

06-261



Newsroom

All News Releases By Date

Idaho Transportation Department and Contractor to Pay Total of \$895,000 to Settle Federal Storm Water Discharge Claims

Release Date: 05/03/2006

Contact Information: Cynthia Magnuson DOJ (202) 514-2007 Mark MacIntyre EPA (206) 553-7302

WASHINGTON, D.C. – May 3, 2006) The Idaho Transportation Department (ITD) and contractor Scarsella Brothers, Inc. have agreed to pay \$895,000 for violations of the Clean Water Act during the construction of the Bellgrove-Mica realignment of Highway 95 near Lake Coeur d'Alene in Northern Idaho, the Justice Department and U.S. Environmental Protection Agency (EPA) announced today.

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Related Links:

[Department of Justice website \(http://www.usdoj.gov/enrd/open.html\)](http://www.usdoj.gov/enrd/open.html)

[Stormwater Program \(cfpub.epa.gov/npdes/home.cfm?program_id=6\)](http://cfpub.epa.gov/npdes/home.cfm?program_id=6)

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- 12/23/2014 [EPA to Hold Public Hearings in California, Texas and D.C. on Proposed Smog Standards](#)
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10

AIN 213201
Parcel ID 49N04W-31-3500
Legal Description
N Half Govt Lt 2 31-49N-04W

The purpose of this map is to show where on AIN 213201 the Michael R & Kelley I Woodard IDWR Well Rights were issued a partial decree to the 95 Coeur D Alene-Spokane Adjudication Basin by Judge Eric Wildman in 2020. These well rights were officially obtained in 2009 for (2003) 95-11453 AND2010for (1994) 95-12515 are located on the Woodard NorthWest Half of the North Half of Government Lot 2 Sec 31N T49N R04W AIN 213201

AIN 213201
Parcel ID 49N04W-31-3500
Legal Description
N Half Govt Lt 2 31-49N-04W

Michael R & Kelley I Woodard
19374 South Highway 95
Coeur D Alene, Idaho 83814

IDWR Partially Decreed Water
Rights to the 95 Coeur d'Alene
Spokane Adjudication Basin
95-11453 (2003 / 2009 / 2020)
95-12515 (1994 / 2010 / 2020)



The purpose of this map is to show where on AIN 213201 the Michael R & Kelley I Woodard IDWR Well Rights were issued a partial decree to the 95 Coeur D Alene-Spokane Adjudication Basin by Judge Eric Wildman in 2020. These well rights were officially obtained in 2009 for (2003) 95-11453 AND 2010 for (1994) 95-12515 are located on the Woodard NorthWest Half of the North Half of Government Lot 2 Sec 31N T49N R04W AIN 213201.

Survey Details

Survey Type

Original Survey

Document ID

4474754256014086766

Survey Number

Survey Title

TENTH STANDARD PARALLEL NORTH

State

Idaho

Approved/Accepted Date

02-23-1893

Cancelled

Survey Office

BOISE CITY, IDAHO

Survey Type Other

Fractional

No

Acreage

Counties

Kootenai

Field Notes

00107

Survey Activities

Activity Type	Date	Description
Survey Commenced	08-31-1891	W CLAYTON MILLER (Deputy Surveyor)
Survey Completed	09-03-1891	W CLAYTON MILLER (Deputy Surveyor)
Contracts Instructions	06-19-1891	Contract #133 (ID)

Plats

Duplicate Status

Approval Date

✓ Original

02-23-1893

Plat Activities

Activity Type	Date	Description
Survey Approved	02-23-1893	WILLIS H PETTIT (Surveyor General)
Duplicate Status	Supplemental	
Original	No	
Survey Based Supplemental	Parent Plat	
No	----	
Child Plats	----	

Land Description(s)

Meridian	Township	Range	Section(s)	Subdivision	Boundary
Boise	0490N	0040W	----	----	South

10th Standard Parallel Territory.

General Description.

The 10th Standard Parallel Territory from the River Meridian West is a large tract of land lying over rough and uneven hilly ground. West of the land the land is rolling and covered with heavy timber for 5 miles; the land then is rough and hilly and is densely timbered.

W. Clayton Miller
U. S. Geologist

Final Oath of Deputy Surveyor.

W. Clayton Miller

United States Deputy Surveyor, do solemnly swear that in pursuance of instruction received from

Willis H. Pettit

U. S. Surveyor General for

Idaho, bearing date of the *7* day of *July* 189*7*.

I have well, faithfully and truly, in my own proper person, and in strict conformity with the instructions furnished by the U. S. Surveyor General for Idaho, the Surveying Manual, and the

Laws of the United States, surveyed all those parts or portions of

Poise Meridian, in the State of Idaho, as are represented in the foregoing Field Notes as having been surveyed by me and under my directions; and I do further solemnly swear that all the corners of said survey have been established and perpetuated in strict accordance with the Surveying Manual, Printed Instructions, the Special Written Instructions of the U. S. Surveyor General for Idaho, and in the specific manner described in the Field Notes; and that the foregoing are the true Field Notes of such survey; and should any fraud be detected, I will suffer the penalty of perjury under the provisions of an Act of Congress approved August 9th, 1836.

W. Clayton Miller

U. S. DEPUTY SURVEYOR.

Subscribed and sworn to before me this

day of *Oct* 2



C. J. Bass

Notary Public

Office of U. S. Surveyor General.

Boise City, Idaho, Oct. 27th 1892.

The foregoing Field Notes of the Survey of
The 10th Standard Parallel
North, between Tps. 48 and 49
North, through Ranges 1, 2
3 & 4 N.

executed by H. Claytor Miller
under his contract No. 233 dated June
19th 1891, having been crit-
ically examined, the necessary corrections and ex-
planations made, the said Field Notes and the survey
they describe, are hereby approved.

Wm. F. Peck
U. S. Surveyor General for Idaho.

TOWNSHIP 49 NORTH RANGE 4 WEST OF THE BOISE MERIDIAN, IDAHO

KOOTENAI COUNTY 055
CITY OF COEUR D'ALENE

STATUS OF PUBLIC DOMAIN
LAND AND MINERAL TITLES

MT PLAT

NOTES TO SUBMITTER TO BUREAU	
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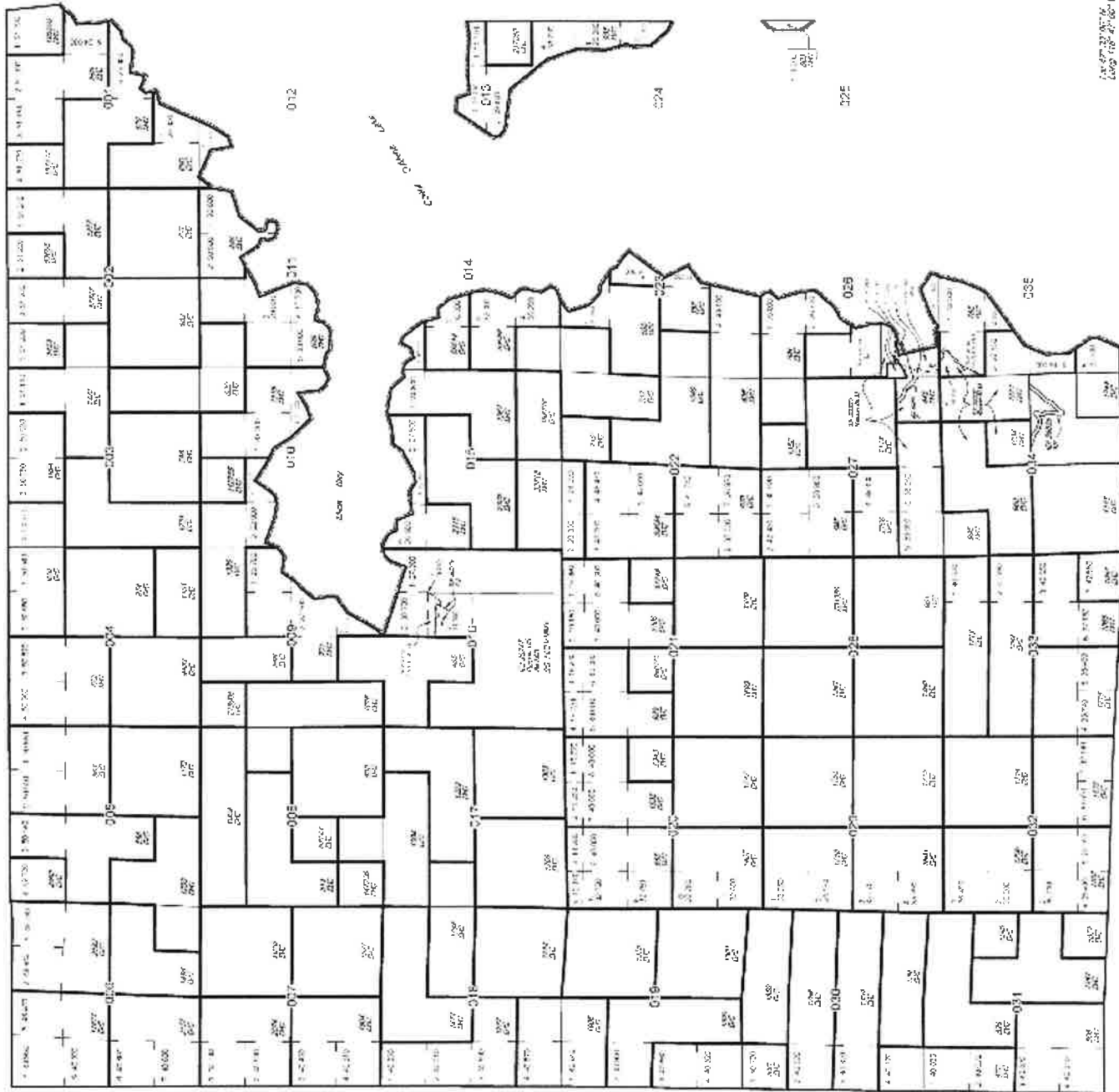
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FOR OFFERS AFFORDING DISCOUNT OR USE OF
LAND WITHIN LIMITS OF THE NATIONAL
MISCELLANEOUS DOCUMENTS

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THIS MAP IS A PRELIMINARY MAP OF THE LANDS OF THE UNITED STATES, AND IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN TO SHOW THE GENERAL LOCATION OF THE LANDS. THE BUREAU OF LAND MANAGEMENT, U.S. DEPARTMENT OF THE INTERIOR, WASHINGTON, D.C. 20500, IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS MAP.

NORTH



U.S. Bureau of Land Management, 1225 L Street NW, 80000-0000, 202-219-7000



793C17

CORNER PERPETUATION AND FILING RECORD

(In compliance with Title 55, Chapter 16, Sections 1601-1612 CORNER PERPETUATION AND FILING ACT.)
Kootenai County, Cross Index No. A-5 T. 49 N R. 4 W B.M., Idaho.

DESCRIPTION OF CORNER EVIDENCE FOUND AND ORIGINAL RECORD, IF KNOWN. Date of work Dec. 1978

Found 2 original B.T. stumps & metal rod point (unknown origin)

1 stump N 65° W 25.1 ft.
 stump S 16° W 20.5 ft.

DESCRIPTION OF MONUMENT AND ACCESSORIES ESTABLISHED TO PERPETUATE THE ORIGINAL LOCATION OF THIS CORNER. (Sketch showing course and distance to adjacent corners may be shown on reverse side.)

Reset 5/8" rebar & plastic cap in place of metal rod point

New B.T.'s

12" Fir S 50° W. 23.2 ft. Scribed: T.49N., R.4W. S 4 BT
 8" Fir N 84° E. 34.3 ft. Scribed: T.49N., R.4W. S 5 BT

SURVEYOR'S OR ENGINEER'S CERTIFICATE

This corner record was prepared by me or under my direction in conformance with the Corner Perpetuation Act

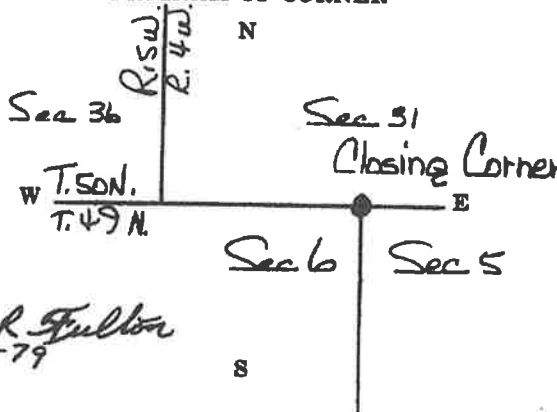
On Jan 3 1979

Signed James R. Fulton

L.S. or P.E. No. RLS 996

Employer Meckel Engineering & Surveying

DIAGRAM OF CORNER



Seal



Office of Clerk and Recorder, County of Kootenai

This "Corner Record" was filed for record on the JAN 5 1979, 19 1979, was noted on the cross-index plat and is assigned Page No. 314, in Book No. 314

CAROL DEITY
 County Official

Cross Index No. A-5 T. 49 N R. 4 W B.M.

Page



808166

CORNER PERPETUATION AND FILING RECORD

(In compliance with Title 55, Chapter 16, Sections 1601-1612 CORNER PERPETUATION AND FILING ACT.)

Kootenai County, Cross Index No. V-5 T. 49 North R. 4 West B.M., Idaho.DESCRIPTION OF CORNER EVIDENCE FOUND AND ORIGINAL RECORD, IF KNOWN. Date of work June 1979

Original record, post 4 foot long 4 in. square 24 in. in the ground marked, from which a fir 18 in. dia. bears N 41°30' E 58 lks. dist. marked T49NR4WBM S29BT, a hemlock 8 in. dia. bears S 75° E 36 lks. dist. marked T49NR4WS32BT, a hemlock 8 in. dia. bears N 34° W 11 lks. dist. marked T49NR4WS30BT, a hemlock 12 in. dia. bears S 94° W 67 lks. dist. marked T49NR4WS31BT. A pine 34 in. dia. on line at 76.20 chains. POUND stumps to fit pattern and species, also the post hole at the location called for. found line tree snag.

DESCRIPTION OF MONUMENT AND ACCESSORIES ESTABLISHED TO PERPETUATE THE ORIGINAL LOCATION OF THIS CORNER. (Sketch showing course and distance to adjacent corners may be shown on reverse side.)

Set a 3½ inch dia. brass disk bolted to a 3/4 in. black iron pipe 30 inches long, with flanges welded to the bottom, for the corner to sections 29, 30, 31 from which a cedar 7 in. dia. bears N 40° W 3.0 feet dist. marked S30BT with a 4½ X 5 in. aluminum bearing tree tag, a cedar 14 in. dia. bears N 65° E 4.2 feet dist. marked S29BT with a 4½ X 5 in. aluminum bearing tree tag, a cedar 14 in. dia. bears S 41° W 10.5 feet dist. marked S31BT with a 4½ X 5 in. aluminum bearing tree tag.

SURVEYOR'S OR ENGINEER'S CERTIFICATE

This corner record was prepared by me or under my direction in conformance with the Corner Perpetuation Act

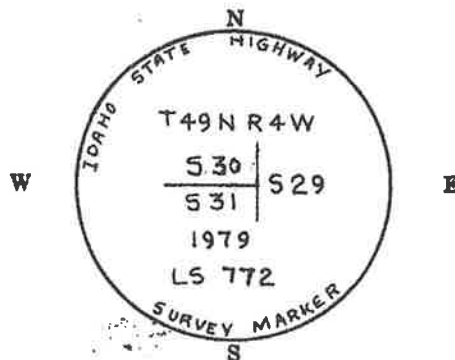
On June 8 19 79

Signed _____

L.S. or P.E. No. 772

Employer _____

DIAGRAM OF CORNER



3½ in. dia. brass disk
stamped as shown

Office of Clerk and Recorder, County of Dept. of Lands
This "Corner Record" was filed for record on the JUN 8 1979 day of 19, was noted on the cross-index plat and is assigned Page No. _____, in Book No. _____.

CAROL DEITZ

County Official Carol DeitzCross Index No. V-5 T. 49 N R. 4 W B.M.

1980 CORNER RECORD

1622789

STATE OF IDAHO CORNER PERPETUATION AND FILING RECORD

(In compliance with Title 55, Chapter 16, Sections 1601-1612 CORNER PERPETUATION AND FILING ACT)

RECORD OF ORIGINAL CORNER:

Date of Survey: 1892

Surveyor: Clayton Miller

Set a post 3 ft. long 3 ins. square 24 ins. in the ground for ¼ sec. cor. marked ¼ S on W. face. From which:

A Fir, 11 ins. diam. bears S 28 ½° E. 13 lks. dist. Marked: ¼ S.B.T.

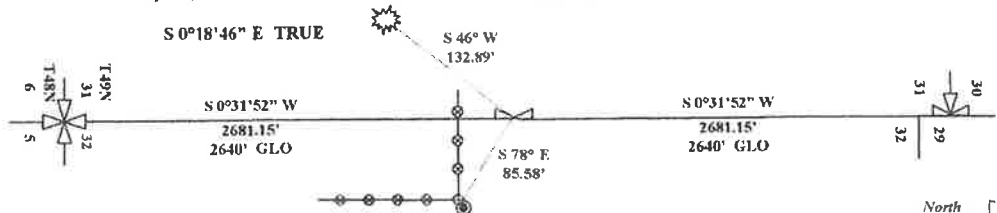
A Fir, 12 ins. diam. bears S 40 ½° W. 12 lks. dist. Marked: ¼ S.B.T.

DESCRIPTION OF CORNER EVIDENCE FOUND:

Nothing found. Corner reestablished using a single proportion.

DESCRIPTION OF MONUMENT AND ACCESSORIES ESTABLISHED TO PERPETUATE THE LOCATION OF THIS CORNER:

Set in a small mound of stone, an iron pipe, 30" long, 2" in diameter, with a 3 ½" brass cap, marked around the outer circle KOOTENAI COUNTY MONUMENT P.E. OR L.S. REG. NO. 6374. From which:

An iron rod 15" long, 3/8" in diam., with a red plastic cap, marked: MES TRAVERSE, bears S 78° E, 85.58'. The is in the ground on the N.Easterly side of a wooden fence post, with wire fence running W. and S. from the corner
A Ponderosa pine, 12" DBH, bears S 46° W, 132.89' dist., with a nail and shiner, B.T. tags attached and scribed ¼

NAD 83

LAT = 47°32'54.47827" N

LONG = 116°53'37.68077" W

Convergence -0°50'38"

Date of Work: June 1999

Mag. Decl. 19 ½°

SURVEYOR'S CERTIFICATE

Seal, Signature, Date:

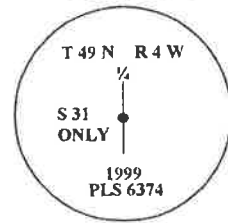
Marks on Monument Set:

The fieldwork was performed and corner record prepared by me or under my direction in conformance with the Corner Perpetuation Act.

Name: Scott M. Rasor

R.L.S. No.: 6374

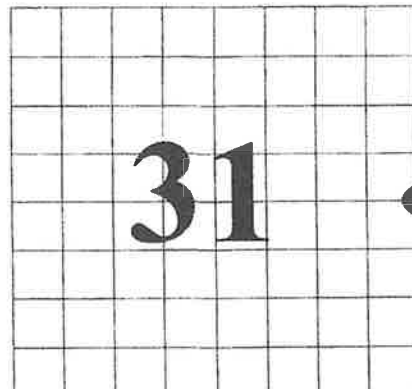
Employer: Meckel Engineering & Surveying, Inc.



For County Use Only

DIAGRAM

STATE OF IDAHO
COUNTY OF KOOTENAI } SS
Noted
FEB 3 2 35 PM '00
DEPUTY
FEE\$



SUBD. INDEX NO. (if applicable)

COUNTY Kootenai

SECTION 31
(Refer to Diagram)

TOWNSHIP 49 N

RANGE 4 W
Boise Meridian

CROSS INDEX NO.

1622790

STATE OF IDAHO

CORNER PERPETUATION AND FILING RECORD

(In compliance with Title 55, Chapter 16, Sections 1601-1612 CORNER PERPETUATION AND FILING ACT)

RECORD OF ORIGINAL CORNER:

Date of Survey: 1891

Surveyor: Clayton Miller

Set a post 4 ft. long 4 ins. square 24 ins. in the ground for cor. to sec. 30-31-25-36: marked:

T. 49 N. S. 30 on N.E.

R. 4 W. S. 31 on S.E.

R. 5 W. S. 36 on S.W. and

S. 25 on N.W. faces; with 1 notch on S. and 5 notches on N. edges; from which:

A Pine, 26 ins. diam. bears N. 48° E. 23 lks. dist. marked T. 49 N. R. 4 W. S. 30 B.T.

A Pine, 9 ins. diam. bears S. 33 1/2° E. 17 lks. dist. marked T. 49 N. R. 4 W. S. 31 B.T.

A Pine, 20 ins. diam. bears S. 46 1/2° W. 29 lks. dist. marked T. 49 N. R. 5 W. S. 36 B.T.

A Hemlock, 10 ins. diam. bears N. 66° W. 26 lks. dist. marked T. 49 N. R. 5 W. S. 25 B.T.

DESCRIPTION OF CORNER EVIDENCE FOUND:

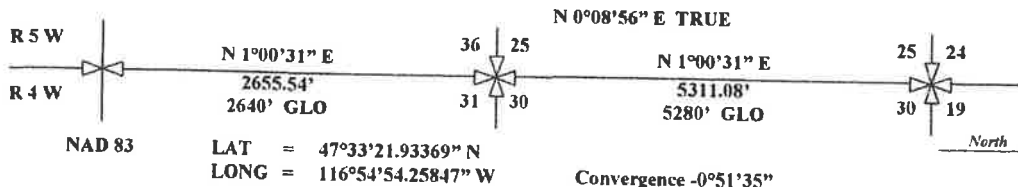
No original evidence found.

Established by single proportion.

DESCRIPTION OF MONUMENT AND ACCESSORIES ESTABLISHED TO PERPETUATE THE LOCATION OF THIS CORNER

Set an iron rod 30" long, 5/8" in diameter, with a 3 1/4" Al cap stamped as shown below. From which:

A power pole, bears N 20° E, 96.77' dist., with a duplex nail, shiner, and 6374 PLS tag in the N. Westerly face. No B.T. tag
 A pine, 8" DBH, bears S 25° E, 49.39' dist., with a duplex nail, shiner, and 6374 PLS tag in the Easterly face. B.T. tag at
 A pine, 10" DBH, bears S 16° W, 59.97' dist., with a duplex nail, shiner, and 6374 PLS tag in the Easterly face. B.T. tag at
 The S. Easterly corner of the concrete foundation of a red barn, bears N 54° W, 165.44' dist..



Date of Work: December 1999

Mag. Decl. 19 1/2°

SURVEYOR'S CERTIFICATE

Seal, Signature, Date:

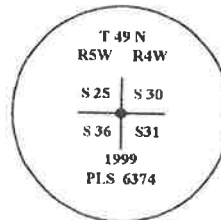
Marks on Monument Set:

The fieldwork was performed and
 corner record prepared by me or
 under my direction in conformance
 with the Corner Perpetuation Act.

Name: Scott M. Rasor

R.L.S. No.: 6374

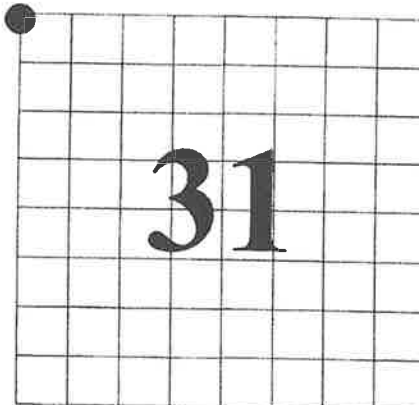
Employer: Meckel Engineering & Surveying, Inc.



For County Use Only

DIAGRAM

STATE OF IDAHO } SS
 COUNTY OF KOOTENAI }
 DECEMBER 3 2 36 PM '00
 DEPUTY CLERK
 FEES



SUBD. INDEX NO. (if applicable)

COUNTY Kootenai

SECTION 31
(Refer to Diagram)

TOWNSHIP 49 N

RANGE 4W
Boise MeridianCROSS INDEX NO.
R4W = V 1
R5W = V 25

1623177

STATE OF IDAHO CORNER PERPETUATION AND FILING RECORD

(In compliance with Title 55, Chapter 16, Sections 1601-1612 CORNER PERPETUATION AND FILING ACT)

RECORD OF ORIGINAL CORNER: Date of Survey: 1891 Surveyor: Clayton Miller

Set a post 3 ft. long, 3 ins. square, 24 ins. in the ground for ¼ Sec. Cor. Marked ¼ S. on W. face, from which:

A Balsam 8 ins. diam. bears S. 88° W. 11 lks. dist. marked ¼ S.B.T.

A Balsam 8 ins. diam. bears S. 66° E. 23 lks. dist. marked ¼ S.B.T.

DESCRIPTION OF CORNER EVIDENCE FOUND:

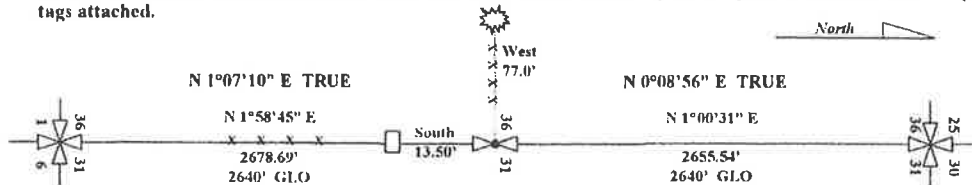
Nothing found. Corner reestablished using fence lines as lines of occupation. Monument set at a fence corner.

DESCRIPTION OF MONUMENT AND ACCESSORIES ESTABLISHED TO PERPETUATE THE LOCATION OF THIS CORNER

Set an iron rod 30" long, 5/8" in diameter, with a 3 ½" Al cap stamped as shown below. From which:

A white pine, 12" DBH, bears West, 77.0' dist., with a nail and plastic cap, B.T. tags attached and scribed ¼ S36 BT.

An 8"x 10" railroad tie fence post, bears South, 13.50' dist., to a nail and plastic cap at the base on the easterly side, BT. tags attached.



NAD 83

LAT = 47°32'55.72859" N

LONG = 116°54'54.35899" W

Convergence -0°51'35"

Date of Work: Dec. 1999

Mag. Decl. 19 ½° East

SURVEYOR'S CERTIFICATE

Seal, Signature, Date:

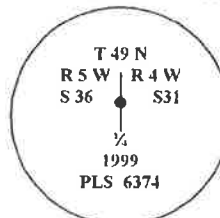
Marks on Monument Set:

The fieldwork was performed and corner record prepared by me or under my direction in conformance with the Corner Perpetuation Act.

Name: Scott M. Rasor

R.L.S. No.: 6374

Employer: Meckel Engineering and Surveying, Inc.



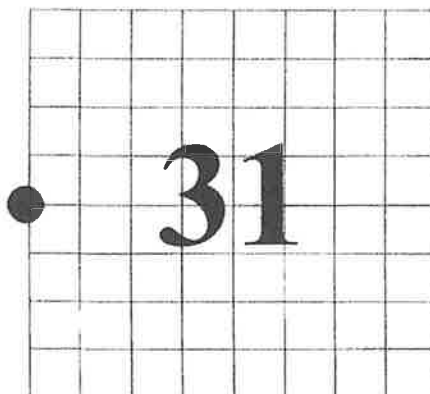
For County Use Only

DIAGRAM

STATE OF IDAHO
COUNTY OF KOOTENAI } SS
ATTEST:
[Signature]

FEB 7 2 09 PM '00

DEPUTY CLERK
FEEES DEPUTY 3.00



SUBD. INDEX NO. (if applicable) _____

COUNTY Kootenai

SECTION 31
(Refer to Diagram)

TOWNSHIP 49N

RANGE 4W
Boise Meridian

CROSS INDEX NO. X 1

STATE OF IDAHO CORNER PERPETUATION AND FILING RECORD

RECORD OF ORIGINAL CORNER: Date of Survey September 1891 Surveyor

Set: 4 Inch Square Post

RP: A Fir 10 ins. diam. bears N 44½° W 20 links

RP: A Fir 14 ins. diam. bears N 61½° E 20 links

RP: A Fir 10 ins. diam. bears S 66½° E 20 links

DESCRIPTION OF CORNER EVIDENCE FOUND:

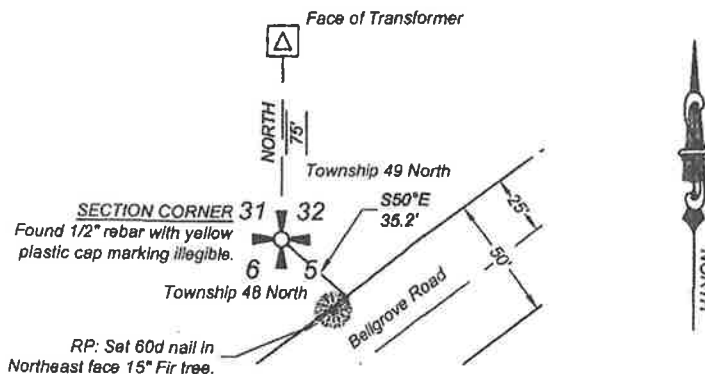
Found 1/2" Rebar with yellow plastic cap marking illegible.

DESCRIPTION OF MONUMENT AND ACCESSORIES ESTABLISHED TO PERPETUATE THE LOCATION OF THIS CORNER.

RP: Corner bears N 50° W 60' from centerline of existing road.

RP: Corner bears S 00° E 65' from centerline of driveway.

RP: Corner bears N 70° E 60' from centerline of driveway.



Date of work: MAY 15, 2016

Magnetic Declination: 18°

SURVEYOR'S CERTIFICATE

Seal, Signature, Date:

Marks on Monument Set:

The fieldwork was performed and corner record prepared by me or under my direction in conformance with the Corner Perpetuation Act.

Name DAVID SCHUMANN, PLS

P.L.S. No. 4182

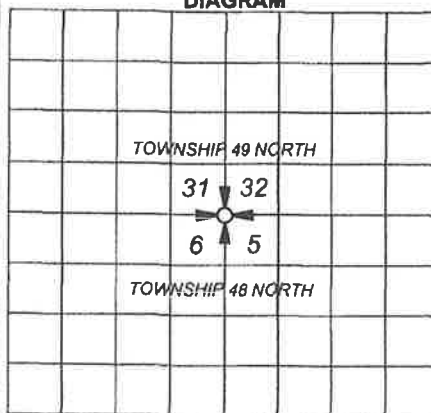
Employer LAKE CITY ENGINEERING, INC



N/A

For County Use Only

DIAGRAM



COUNTY KOOTENAI

SECTION 5
(Refer to Diagram)

CORNER NORTHWEST CORNER

TOWNSHIP 48 NORTH / 49 NORTH

RANGE 4 WEST

BOISE MERIDIAN

SUBD. INDEX NO. (if appl.)

CROSS INDEX A - 05 / Z - 05

STATE OF IDAHO
CORNER PERPETUATION AND FILING RECORD

RECORD OF ORIGINAL CORNER:

Date of Survey: _____

Surveyor: _____

Corner not set by original survey.

DESCRIPTION OF CORNER EVIDENCE FOUND:

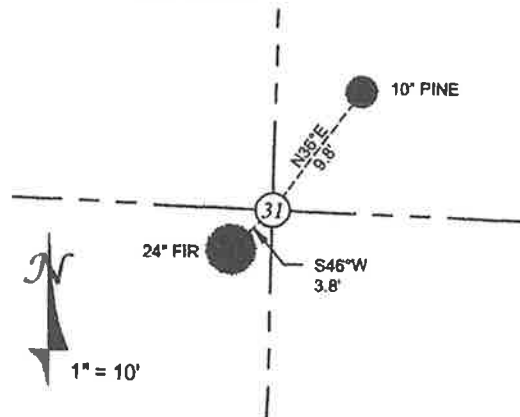
NONE

DESCRIPTION OF MONUMENT AND ACCESSORIES ESTABLISHED TO PERPETUATE THE LOCATION OF THIS CORNER.

SET A YELLOW PLASTIC CAP PLS 9367 ON 5/8" REBAR.

A 24" FIR BEARS S46°W, 3.8' TO A NAIL/SHINER IN THE WEST FACE AT THE BASE.

A 10" PINE BEARS N36°E, 9.8' TO A NAIL/SHINER IN THE EAST FACE AT THE BASE.



Date of work: 9/1/2021

Magnetic Declination: -15°

SURVEYOR'S CERTIFICATE

Seal, Signature, Date:

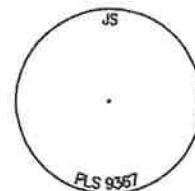
Marks on Monument Set:

This fieldwork was performed and corner record prepared by me or under my direction in conformance with the Corner Perpetuation Act.

Name Chad J. Johnson

P.L.S. No. 9367

Employer Johnson Surveying

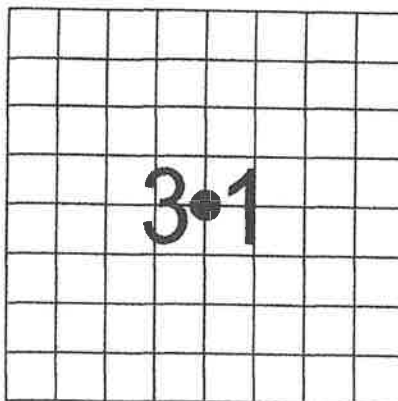


For County Use Only



JENNIFER LOCKE 1P
KOOTENAI COUNTY RECORDER
DAP Date 05/25/2023 9:53 AM
REQ OF JOHNSON SURVEYING
RECORDING FEE: \$10.00
SL 2937637000

DIAGRAM



SUBD. INDEX NO. (If appl.) _____

COUNTY KOOTENAI

SECTION 31
(Refer to Diagram)

CORNER CENTER 1/4

TOWNSHIP 49N

RANGE 4W

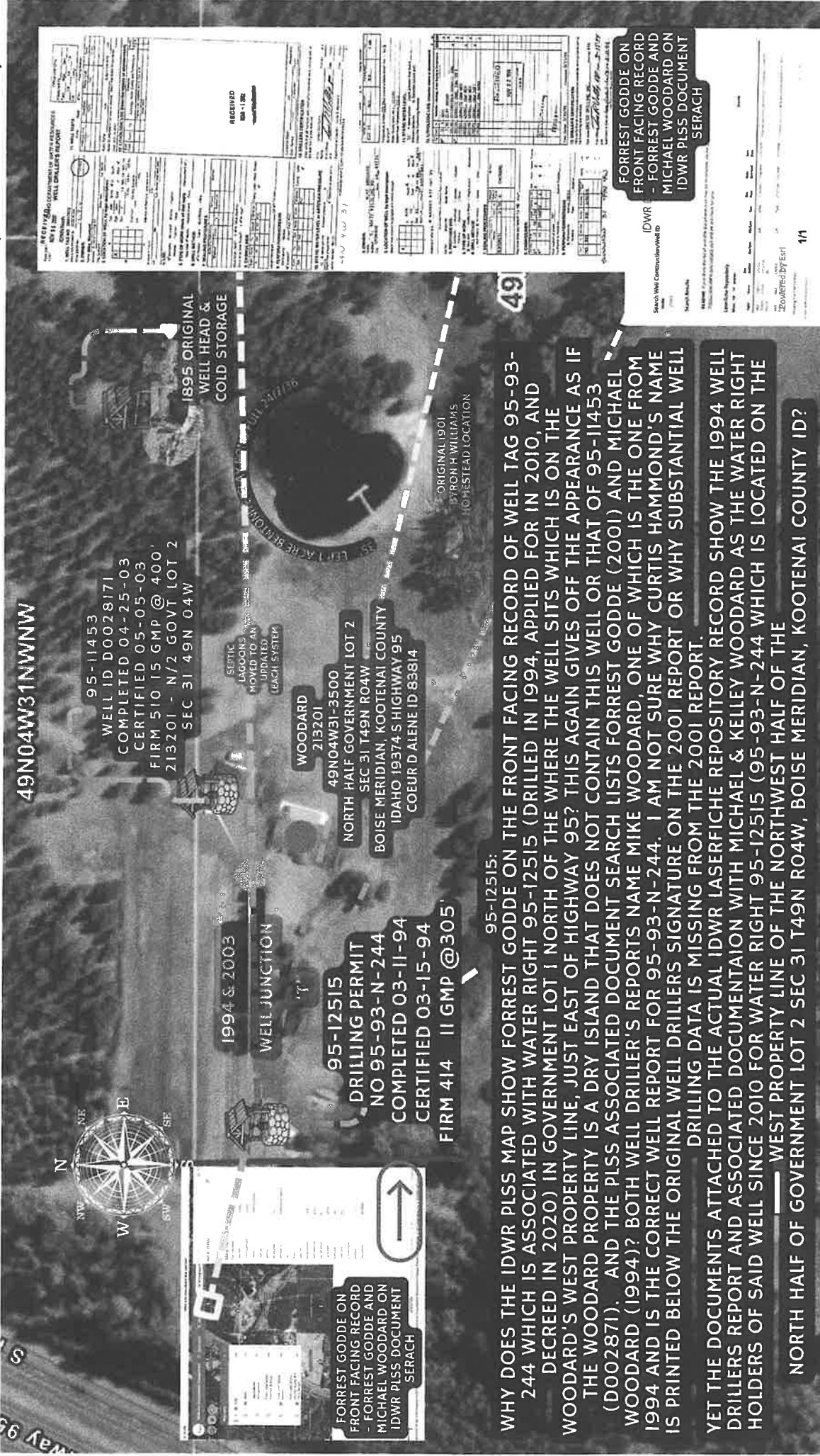
BOISE MERIDIAN

CROSS INDEX X-3

AIN 213201
Parcel ID 49N04W-31-3500
Legal Description
N Half Govt Lt 2 31-49N-04W

Michael R & Kelley I Woodward
19374 South Highway 95
Coeur D Alene, Idaho 83814

IDWR Partially Decreed Water
Rights to the 95 Coeur d'Alene
Spokane Adjudication Basin
95-11453 (2003 / 2009 / 2020)
95-12515 (1994 / 2010 / 2020)



WHY DOES THE IDWR PLSS MAP SHOW FORREST GODDE ON THE FRONT FACING RECORD OF WELL TAG 95-93-

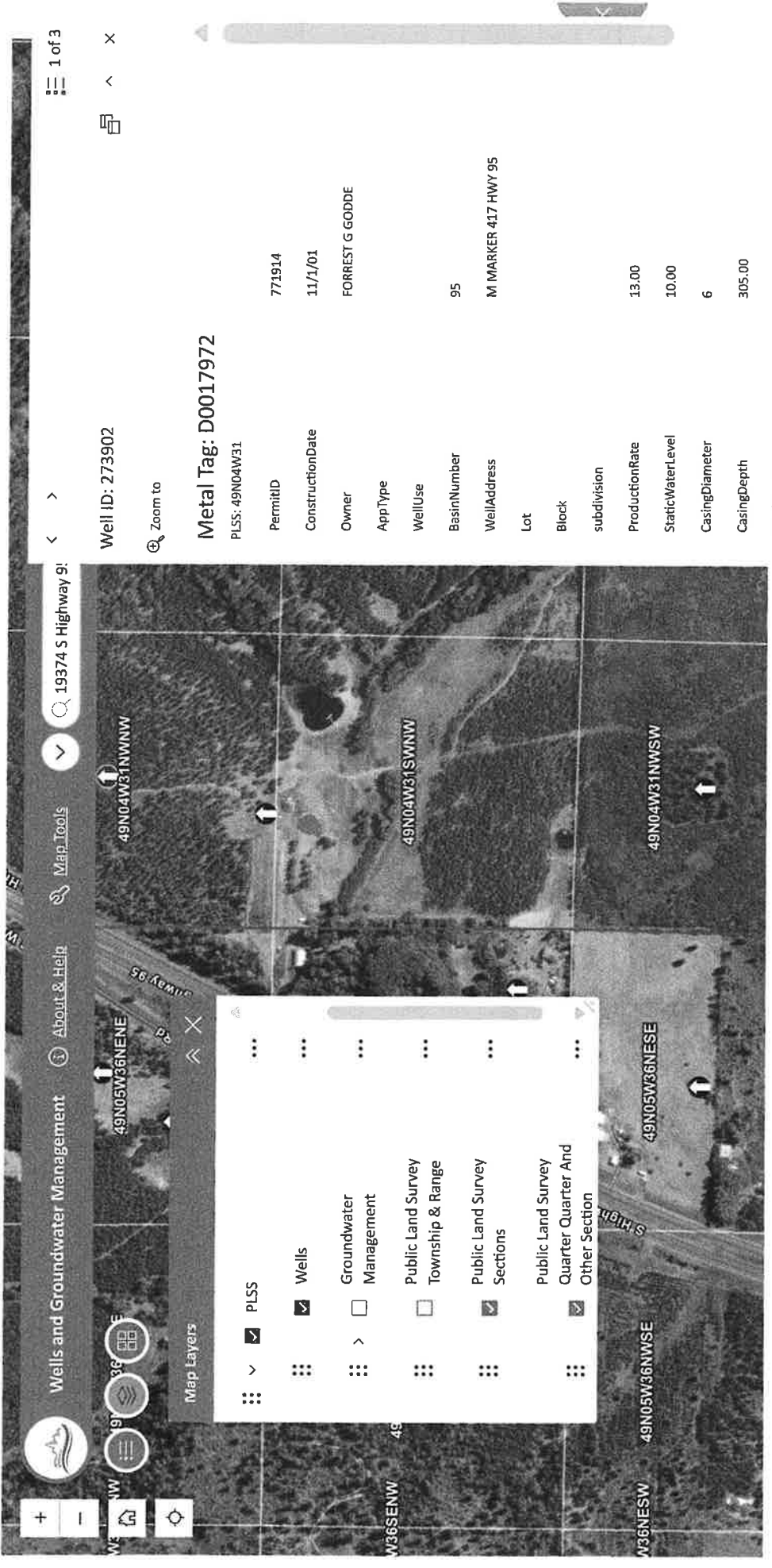
244 WHICH IS ASSOCIATED WITH WATER RIGHT 95-12515 (DRILLED IN 1994, APPLIED FOR IN 2010, AND DECREEED IN 2020) IN GOVERNMENT LOT 1 NORTH OF THE WHERE THE WELL SITS WHICH IS ON THE WOODARD'S WEST PROPERTY LINE, JUST EAST OF HIGHWAY 95? THIS AGAIN GIVES OFF THE APPEARANCE AS IF

THE WOODARD PROPERTY IS A DRY ISLAND THAT DOES NOT CONTAIN THIS WELL OR THAT OF 95-11453 (D002871). AND THE PLSS ASSOCIATED DOCUMENT SEARCH LISTS FORREST GODDE (2001) AND MICHAEL WOODARD (1994)? BOTH WELL DRILLER'S REPORTS NAME MIKE WOODARD, ONE OF WHICH IS THE ONE FROM 1994 AND IS THE CORRECT WELL REPORT FOR 95-93-N-244. I AM NOT SURE WHY CURTIS HAMMOND'S NAME IS PRINTED BELOW THE ORIGINAL WELL DRILLERS SIGNATURE ON THE 2001 REPORT OR WHY SUBSTANTIAL WELL DRILLING DATA IS MISSING FROM THE 2001 REPORT.

YET THE DOCUMENTS ATTACHED TO THE ACTUAL IDWR LASERFICHE REPOSITORY RECORD SHOW THE 1994 WELL DRILLERS REPORT AND ASSOCIATED DOCUMENTATION WITH MICHAEL & KELLEY WOODARD AS THE WATER RIGHT HOLDERS OF SAID WELL SINCE 2010 FOR WATER RIGHT 95-12515 (95-93-N-244 WHICH IS LOCATED ON THE WEST PROPERTY LINE OF THE NORTHWEST HALF OF THE

NORTH HALF OF GOVERNMENT LOT 2 SEC 31 T49N R04W, BOISE MERIDIAN, KOOTENAI COUNTY ID?

The purpose of this map is to show where on AIN 213201 the Michael R & Kelley I Woodward IDWR Well Rights were issued a partial decree to the 95 Coeur D Alene-Spokane Adjudication Basin by Judge Eric Wildman in 2020. These well rights were officially obtained in 2009 for (2003) 95-11453 AND 2010 for (1994) 95-12515 are located on the Woodward NorthWest Half of the North Half of Government Lot 2 Sec 31N T49N R04W AIN 213201



IDWR Document Search

Search Well Construction/Well ID

Wellid

273902

Search

Clear

Exit WC Search

Search Results

README: If you think the list of available documents is or may be incomplete, please [contact your local IDWR Office](https://idwr.idaho.gov/contact-us/) (<https://idwr.idaho.gov/contact-us/>) and we will check for you.

Laserfiche Repository

Show 10 entries

Search:

Topic	Name	Doc Author	DocType	FileType	Size	Doc Date	Date Received	Sort Date
Well Driller's Report	FORREST GODDE	UNITED DRILLING INC		pdf	60KB	11/5/2001	11/6/2001	11/5/2001
Well Driller's Report	MIKE WOODARD	UNITED DRILLING INC		pdf	73KB	3/15/1994	5/2/1994	3/15/1994

[Download \(/apps/Shared/LfRelatedDocs/Home/DownloadDoc?eid=404592\)](#)

[Download \(/apps/Shared/LfRelatedDocs/Home/DownloadDoc?eid=548651\)](#)

Showing 1 to 2 of 2 entries

Previous

1

Next

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NOV 06 2001

IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

IDWR/North

1. WELL TAG NO. D0017972

DRILLING PERMIT N 95-93-N-244

Other IDWR No

771914

POSTED

2. OWNER:

Name Mike Woodard

Address S 10612 Kiesling RD

City Spokane

State WA

Zip 99226

3. LOCATION OF WELL by legal description:

N	Twp	49N	North	✓	or	South	
X	Rge	04W	East		or	West	✓
	Sec	31	1/4	NW	1/4	NW	1/4
			10 Ac	40 Ac	160 Ac		
W	Gov't Lot		County	Kootenai			
	Lat			Long			
S							

Address of Well Site: (see next line)

M Marker 417 hwy 85

City

Lot

Blk

Sub. Name (see next line)

4. USE:

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

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

☐ New Well ☒ Modify ☐ Abandonment ☐ Other

6. DRILL METHOD

☒ Air Rotary ☐ Cable ☐ Mud Rotary ☐ Other

7. SEALING PROCEDURES

SEAL/FILTER PACK			Amount	Method
Material	From	To	Sacks/Lbs	

Drive Shoe Used? ☐ Y ☒ N Shoe Depth(s)Drive Shoe Seal Tested? ☐ Y ☒ N How?

8. CASING/LINER

Diam	From	To	Gauge	Material	Casng	Liner	Weld	Thrded
4	45	305	0.185	PVC				

Length Headpipe Length Tailpipe

9. PERFORATIONS/SCREENS

☐ Perforations? Method☒ Screens? Screen Type PVC

From	To	Slot	Nmbr	Diam	Material	Casng	Liner
265	305	.040			PVC		✓

10. STATIC WATER LEVEL or ARTESIAN PRESSURE

10 ft. below ground. Artesian pressure lb.

Depth flow encountered ft. Describe access port or

control devices: Bolt on

11. WELL TESTS:

Pump

Bailer

✓ Air

Flowing Artesian

Yield gal./min.	Drawdown	Pump Level	Time
13	100%	300	10 hrs

Water Temp. cold Bottom hole temp. cold

Water Quality test or comments: (below) Depth first Water Encountered
clear, cold, no smell

12. LITHOLOGIC LOG (Describe repairs or abandonment)

Bore	From	To	Remarks:	Water	
Diam			Lithology, Water Quality and Temperature	Y	N
			Pulled liner, cleaned out to 305/ and		
			developed		

RECEIVED

MAR - 1 2002

Department of Water Resources

Completed Depth 305 (Measurable)
Date: Started 11/1/01 Completed 11/2/01

13. DRILLERS CERTIFICATION

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

Firm Name United Drilling Inc.

Firm No 414

Firm Official and

Date 11/5/01

Supervisor or Operator Curtis S. Hammond

Date 11/5/01

FORWARD WHITE COPY TO WATER RESOURCES

477

49N 4W 31

IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

RECEIVED
MAY 16 1954
Department of Water Resources

1. DRILLING PERMIT NO. 95 - 93 - N- 244 .
Other IDWR No. _____

2. OWNER: MIKE WOODARD
Name
Address S. 10612 KIESLING RD.
City SPOKANE State WA Zip 99226

3. LOCATION OF WELL by legal description:

Sketch map location must agree with written location.



T. 49N North ☒ or South ☐
 R. 4W East ☐ or West ☒
 Sec. 31 SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$
 Gov't Lot _____ County KODIENAT

Address of Well Site M MARKER 417 HWY 95

(Give at least Direction + Distance to Road or Landmark)

Lot No. _____ Block No. _____ Subd. Name _____

4. PROPOSED USE:

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

5. TYPE OF WORK

☒ New Well ☐ Modify or Repair ☐ Replacement ☐ Abandonment

6. DRILL METHOD

☐ Mud Rotary ☒ Air Rotary ☐ Cable ☐ Other _____

7. SEALING PROCEDURES

SEAL/FILTER PACK			AMOUNT	METHOD
Material	From	To	Sacks or Pounds	
BENTONITE	0	58	6	OVERBORE

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

8. CASING/LINER:

Diameter	From	To	Gauge	Casting	Liner	Steel	Plastic	Welded	Threaded
6"	+2	58	.250	X		☒	☐	☒	☐
4"	45	305	160PSI		X	☐	☒	☒	☐
						☐	☐	☐	☐
						☐	☐	☐	☐

Final location of shoes 58'

Top Packer or Headpipe _____ Bottom Tailpipe _____

9. PERFORATIONS/SCREENS

☒ Perforations Method DRT II
☐ Screens Type _____ Material _____

From	To	Slot Size	Number	Diameter	Taps/Pipe Size	Casting	Linear
245	305		300	3/8X3/8		☐	☒
						☐	☐
						☐	☐
						☐	☐

SWNNWN 31 49N 4W

10. WELL TESTS:

☐ Pump ☐ Baller ☒ Air ☐ Flowing Artesian

Yield gal./min.	Drawdown	Pumping Depth	Time
EST 11	N/A	305	1 HR

Temperature of water COLD Was a water analysis done? Yes ☐ No ☒
By whom? _____

Water Quality (odor, etc.) CLEAR

Bottom Hole Temperature COLD

11. STATIC WATER LEVEL:

10' ft. below surface Depth artesian flow found _____

Artesian pressure lb. Describe access port

Describe Controlling Devices:

12. LITHOLOGIC LOG: (Describe repairs or abandonment)

[illegible]

13. DRILLER'S CERTIFICATION

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

Firm Name UNITED DRILLING INC. Firm No. 414

Firm Official Tim R. Valtis Date 3-15-99

and

Supervisor or Operator Larry V. Modulin Jr. Date 3-15-94
(Sign once if Firm Official & Operator)

FORWARD WHITE COPY TO WATER RESOURCES

Woodard Family
Estate Planning
Historic Chain of Title

<u>When</u>	<u>Who</u>	<u>What, Where, and Why</u>
December 26, 1980	Forrest G. Godde & Margaret C. Godde (Trustors) to Forrest G. Godde & Margaret C. Godde (Trustees of the Godde 1980 Trust)	Execution and formal settlement of The Godde 1980 Trust, transferring and conveying the consolidated Godde real property holdings into trust management. Schedule A expressly designates and memorializes the subject lands under the legal heading "5. Former Whitla Property," confirming unbroken chain-of-title privity back to Ezra R. Whitla. Specifically schedules Section 30 (Lot 4) and Section 31 (Lots 1 and 2), T49N R4W, Boise Meridian, together with all tenements, hereditaments, and appurtenances. Solidifies title continuity from the 1901 Byron Williams patent and 1909 Whitla warranty conveyance through the Godde family ownership era.
Mar 11, 1994	Water Right 95-12515 (Priority)	Domestic ground water right established for 95-93-N-244 that sits on the WEST property line just EAST of the Highway 95 Entrance and is associated with water right 95-12515. The well was drilled in 1994. Water Rights Applied for in 2010, and the water rights were issued as a partial decree December 2020 to the 95 Coeur d'Alene / Spokane River Adjudication Basin.
September 29, 1997 (Inst. #1511270)	The Godde 1980 Trust (Forrest G. & Margaret C. Godde, Trustees) to Michael J. & Patricia A. Woodard	Conveyance of subject patent ground out of the Godde 1980 Trust to Michael J. and Patricia A. Woodard via 1997 Gift Deed (Inst. #1511270, conveying NW¼ of Gov Lot 2)
Oct 24, 2001	ITD Fulcrum (01037.01)	Key No. 3344. State-verified proof that Well 95-12515 was non-viable due to sand.
July 17, 2002 (Inst. #1742834)	The Godde 1980 Trust (Forrest G. & Margaret C. Godde, Trustees) to Michael J. & Patricia A. Woodard	2002 Warranty Deed (Inst. #1742834, conveying E½ of N½ of Gov Lot 2, Section 31, T49N R4W, Boise Meridian, with ingress/egress/utility appurtenances). Solidifies unbroken conveyance privity directly from the Godde estate holdings into the Woodard title.
March 7, 2003 (Recorded March 11, 2003, Inst. #1785704)	Michael J. & Patricia Ann Woodard to Michael J. & Patricia Ann Woodard	Confirmatory Quitclaim Deed effecting a formal lot line adjustment pursuant to Kootenai County Subdivision Ordinance No. 306 § 1.05a (Parcel 49N04W-31-5000), formally consolidating the 1997 and 2002 parcels into the single, unified legal description: North Half (N½) of Government Lot 2, Section 31, T49N R4W, Boise Meridian, together with all appurtenances and after-acquired title.
May 5, 2003	Water Right 95-11453 (Priority)	Domestic ground water right established for D0028171 that sits on the NORTH property line and is associated with water right 95-11453. The well was drilled in 2003 Water Rights Applied for in 2009, and the water rights were issued as a partial decree December 2020 to the 95 Coeur d'Alene / Spokane River Adjudication Basin
September 6, 1916 (DOB) October 26, 2010 (DOD)	Forrest George Godde	Forrest George Godde was born in Lancaster California September 6, 1916, was married to Margaret C Godde (passed away August 2023), and passed away October 26, 2010 in Lancaster California
December 9, 1945 (DOB) December 17, 2014 (DOD)	Death of Michael James Woodard	Michael J Woodard was born December 9, 1945 in Coeur d'Alene Idaho, Married to Patricia Ann Woodard, and passed away December 17, 2014 in Spokane Washington.
October 23, 2017 (Recorded November 3, 2017, Inst. #2619007000)	Patricia A. Woodard (single person) to Michael R. Woodard & Kelley Woodard (husband and wife)	Conveyance vesting full fee title in Michael R. Woodard and Kelley Woodard, husband and wife, describing the North Half of Government Lot 2, Section 31, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.
April 15, 2026 (Recorded April 15, 2026, Inst. #3039366000)	Michael R. Woodard & Kelley I. Woodard (Grantors) to Michael R. Woodard & Kelley I. Woodard (Grantees, JTWR0S)	Certified Confirmatory Warranty Deed formally re-anchoring fee title directly to the 1901 Byron H. Williams Sovereign Patent No. 147 and 1893 US Government Survey. Expressly appurtenant to IDWR Decreed Water Rights 95-11453 and 95-12515; confirms boundaries along the 10th Standard Parallel North; and formally repudiates unauthorized wild instrument #2507309000 from the patent chain of title.

Woodard Family
Estate Planning
Historic Chain of Title

<u>When</u>	<u>Who</u>	<u>What, Where, and Why</u>
May 20, 1862	The Homestead Act of 1862	Required a 5-year "proving period". The homestead certificate belonging to Byron is actually dated 1895 making it most certain that Byron and his family were here well before Idaho became a state and worked hard to prove the land just over 12 miles south of Coeur d'Alene Idaho 125 years ago. Today this is the same land where Mike and I raised our two children, now 23 and 21 years of age. We have led a hard earned blessed, hybrid - sustenance lifestyle for the last 23.5 years. There is something profound in creating a life in one place, and especially a place that holds power to protect the aquifer south of Coeur d'Alene for generations to come while holding not only documented, but actual physical history of those who came before us. 1901 TO 2026 - 125 years of land and water steward from the Williams Family to the Whitla Family to the Godde Family and to the Woodard family. We, the Woodard Family, are the modern day embodiment of the Homestead Act of 1862.
July 3, 1890	Idaho Statehood	Idaho admitted to the Union under the Idaho Admission Act. Federal law maintained the absolute supremacy of prior federal land grants, entries, and inchoate homestead rights, transitioning territorial jurisdiction to statehood without encumbering, severing, or diminishing federal public domain dispositions or subsequent patent rights.
June 19, 1891	US Deputy Surveyor W. Clayton Miller / General Land Office (GLO)	Official GLO cadastral survey executed under Contract 133. Field notes confirm "1st and 2nd rate soils" and "heavy growth of Fir and Pine." Crucially, the official field notes record NO roads, rights-of-way, rails, or trails crossing this tract, legally establishing the pristine, unburdened condition of the public domain prior to patent issuance.
Feb 23, 1893	US Surveyor General / General Land Office (GLO)	Official Plat of the 10th Standard Parallel North approved and accepted by the US Surveyor General. Legally establishes and fixes the geographic baseline, township exterior boundaries, and PLSS aliquot grid for Township 49 North, Range 4 West, Boise Meridian, binding all subsequent federal conveyances to this official survey without reservation of easements.
Feb 09, 1901	President William McKinley / Patentee Byron Williams	Homestead Certificate #572, Patent #147. Byron Williams acquires the sovereign root of title in Fee Simple Absolute, signed by President William McKinley. As the supreme anchor and highest evidence of title under federal law, this instrument severed the land from the federal public domain into private ownership. Contains no reservations, exceptions, or grants for roads, railroads, or rights-of-way-only standard statutory reservation for vested water rights, ditches, and canals under the Mining Act of 1866. All legitimate downstream title flows exclusively from this unencumbered grant.
April 12, 1901 (Book 138 of Deeds, Page 555)	Byron H. Williams / Jno. C. Callahan, Kootenai County Recorder	Homestead Patent #147 officially recorded into Kootenai County records (Book 138, Page 555) at the request of Byron H. Williams. Conveys 160.17 acres described as Lots 1 and 2 of Sec. 31, Lot 4 of Sec. 30, T49N R4W, and the SE¼ SE¼ of Sec. 25, T49N R5W, Boise Meridian. Recording established formal public constructive notice of Fee Simple Absolute ownership, providing an unbroken, sovereign baseline in county records free of any private road, easement, or third-party encumbrances.
March 11, 1903	Idaho Surface Water Code (1903 Idaho Sess. Laws 223)	Enactment of Idaho's foundational 1903 Water Act establishing the statutory permit application system under the State Engineer while expressly codifying and preserving all pre-existing common-law "constitutional method" appropriations based on actual diversion and beneficial use. Statutorily confirms that early homestead diversion, agricultural settlement, and domestic beneficial use on Patent No. 147 hold superior senior standing, protecting historical vested appurtenant surface uses across Government Lot 2 prior to modern administrative permitting schemes.
March 11, 1907	Early Idaho Subterranean Water Codification (1907 Idaho Sess. Laws 507 / I.C. Title 42)	Legislative extension of statutory appropriation principles to subterranean and percolating groundwater supplies, recognizing that subsurface waters are public waters subject to appropriation by diversion and beneficial use under the doctrine of prior appropriation. Serves as the foundational statutory anchor for unadjudicated domestic homestead well developments, confirming that historical private domestic and agricultural ground diversions developed on patent lands possess protected legal status predating the mandatory permitting mandates of the comprehensive 1951 Ground Water Act.
April 15, 1907	J.R. Williams, Walter Williams, Byron H. Williams, and Ezra R. Whitla	Explosion and fire at the Byron H. Williams homestead residence during active agricultural land clearing operations (stump removal). Walter Williams and J.R. Williams sustained fatal injuries while attempting to thaw dynamite used for agricultural clearing; Byron H. Williams and brother-in-law Ezra R. Whitla assisted at the scene. Physical artifacts, structural debris, and historical accounts confirm the disaster occurred on this specific homestead parcel, providing irrefutable physical and historical evidence of continuous domestic habitation, family occupancy, and active land improvements by the Williams-Whitla family prior to the 1909 warranty conveyance.

Woodard Family
Estate Planning
Historic Chain of Title

<u>When</u>	<u>Who</u>	<u>What, Where, and Why</u>
May 7, 1908 (Recorded May 7, 1909, Book 8 of Mortgages, Page 556)	Byron H. & Mahala R. Williams to Farmers & Mechanics Bank	Mortgage deed securing an \$1,800 promissory note encumbering the unencumbered 160.17-acre patent estate (Lots 1 & 2, Sec. 31; Lot 4, Sec. 30, T49N R4W; and SE¼ SE¼ Sec. 25, T49N R5W). Verified fully satisfied and marked RELEASED of record in Book 7 of Releases, Pages 113 and 447, returning the title to an unencumbered state prior to subsequent warranty conveyances.
July 20, 1909 (Recorded Aug 14, 1909, Book 34 of Deeds, Page 371)	Byron H. & Mahala R. Williams to Ezra R. Whitla	Warranty deed conveying the patent estate to Ezra R. Whitla (brother-in-law) described as Lot 1 and the North Half (N½) of Lot 2, Sec. 31, and Lot 4, Sec. 30, T49N R4W, alongside the SE¼ SE¼ Sec. 25, T49N R5W, Boise Meridian. Grantors expressly covenant and warrant that the premises are "seized in fee simple" and "free and clear of all incumbrances whatever." Creates no private road easements or third-party burdens, maintaining the unencumbered status of the sovereign root. Make note the land was ONLY Deeded to Ezra R Whitla; his wife is not mentioned on the Deed from the Williams.
August 04, 1882 (DOB) July 01, 1957 (DOD)	Mary Ursula (Williams) Whitla	Mary Ursula Williams, sister to Byron H. Williams and the daughter of Jabez R Williams and Anne E Pett, was born on August 4, 1882 in Aberdeen, Brown, South Dakota, Married Ezra Ray Whitla on July 18, 1906, and passed away in Coeur D Alene Idaho July 1, 1957.
March 23, 1960 (Recorded Book 181, Page 481, Inst. #369825; amended Book 37 Misc. p. 308; extended Book 40 Misc. p. 396)	Ezra R. Whitla (a widower) to Coeur d'Alene Stud Company	Timber sale contract and conveyance wherein Ezra R. Whitla, reciting sole ownership "in fee simple and in possession," severed and sold standing timber across his estate lands, specifically including Section 30 (Lot 4) and Section 31 (Lots 1 and 2), T49N R4W, Boise Meridian. Explicitly affirms Whitla's continued fee simple ownership following the death of his wife. Later amended October 31, 1960 and extended to March 23, 1970, demonstrating continuous, exclusive dominion and commercial timber utilization over the patent estate.
April 18, 1881 (DOB) December 29, 1965 (DOD)	Ezra Ray Whitla	Ezra Ray Whitla born in Pope County Minnesota on April 18, 1881, Married Mary Ursula Williams, sister to Byron H. Williams and the daughter of Jabez R Williams and Anne E Pett on July 18, 1906, and passed away in Coeur d'Alene Idaho December 28, 1965.
August 30, 1967 (January 26, 1970 Assignment, Recorded Book 60, Page 201, Inst. #558779)	Estate of Ezra R. Whitla / Andrea L. & William C. Kaiserman to Ray E. & Kathryn B. Zint / Forrest C. & Margaret C. Godde	(Contract): Assignment of executory contract of sale originally entered August 30, 1967 between the Estate of Ezra R. Whitla (Seller) and Forrest C. Godde and Margaret C. Godde (Buyers) under Bank of Idaho Escrow No. 581. Formally links title devolution following Whitla's December 1965 death through the Kootenai County Probate Court Decree of Distribution (dated January 19, 1970), which distributed an undivided 1/8th interest to heir Andrea L. Kaiserman. Confirms escrow mechanics requiring quitclaim deeds to be delivered to Forrest C. and Margaret C. Godde upon full contract compliance for lands including Section 30 (Lot 4) and Section 31 (Lots 1 and 2, T49N R4W, Boise Meridian).
December 18, 1967 (Docket No. 10029; reported at 92 Idaho 26, 435 P.2d 347)	James T. Knudson (Administrator of the Estate of Ezra R. Whitla) v. Bank of Idaho (Guardian) / Forrest G. Godde & Margaret Godde (Purchasers)	Binding Idaho Supreme Court opinion affirming the probate and district court orders confirming the sale of the Ezra R. Whitla real property to Forrest G. Godde and Margaret Godde for \$240,000. Resolves all adverse objections by Whitla's heirs (Margaret Wood); ratifies Bank of Idaho Escrow terms and prior timber encumbrances (Coeur d'Alene Stud Co. / Patrick Flammia); and establishes on the supreme appellate record that Ezra R. Whitla died December 29, 1965 following the trial court's decision. Provides absolute judicial estoppel and res judicata confirming Forrest Godde's lawful equitable and legal purchase of the patent lands.
January 26, 1970 (Recorded January 29, 1970, Book 235 of Deeds, Page 193, Inst. #558780)	William C. & Andrea L. Kaiserman to Ray E. & Kathryn B. Zint	Warranty deed conveying absolute fee simple title derived from the Estate of Ezra R. Whitla (pursuant to Kootenai County Probate Decree dated Jan 19, 1970). Grantors expressly warrant and defend "absolute, unencumbered fee simple title" covering the estate holdings, explicitly including Section 30 (Lot 4) and Section 31 (Lots 1 and 2), T49N R4W, and Section 25, T49N R5W, Boise Meridian (excepting only taxes for 1970 and visible/recorded easements). Recorded sequentially following contract assignment #558779, establishing an unbroken, warranted transfer of the sovereign patent ground into the Zint-Godde operational holdings.
January 26, 1970 (Recorded July 22, 1975, Book 272 of Deeds, Page 387, Inst. #678181)	Ray E. & Kathryn B. Zint to Forrest C. & Margaret C. Godde	Quitclaim deed executed in fulfillment of Bank of Idaho Escrow No. 581 and underlying August 30, 1967 contract of sale from the Estate of Ezra R. Whitla. Conveys all right, title, and interest in the consolidated homestead and timber lands to Forrest C. Godde and Margaret C. Godde upon final contract satisfaction. Specifically includes Section 30 (Lot 4) and Section 31 (Lots 1 and 2), T49N R4W, and Section 25, T49N R5W, Boise Meridian. Completes the divestment of the Whitla estate heirs/assigns directly into the Godde title.

THE UNITED STATES OF AMERICA.

Homestead Certificate No. *572*
Application *710*

To all to Whom these Presents shall Come--GREETING.

WHEREAS, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at *Leonard A. Lane Idaho* whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of *Byron H. Williams* has been established and duly consummated, in conformity to law, for the

The Lots numbered One (1) and Two (2) of Section Thirty one and the Lot numbered Four of Section Thirty in Township Forty nine North of Range Four West and the Southeast quarter of the Southeast Quarter of Section Twenty four in Township forty nine North of Range four West of Boise Meridian in Idaho containing One hundred and sixty acres and Seventeen hundredths of an acre

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General.

NOW, KNOW YE, That there is, therefore, granted by the United States unto the said *Byron H. Williams* the tract of land above described.

TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said

Byron H. Williams

and to *his heirs*

and assigns, forever; subject to any vested and accrued water rights for mining, agriculture, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode, to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I,

William McKinley

President of the United

States of America, have caused these Letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the *ninth* day of *February*, in the year of our Lord one thousand eight hundred and *one*, and of the Independence of the United States the one hundred and *twenty fifth*

BY THE PRESIDENT: *William McKinley*

By *J. M. McKean* Secretary.

C. W. Brush

Recorder of the General Land Office.

Recorded Vol. *46* Page *147*

Filed for Record at *Idaho* *Feb 21* *Apr 12*
B. H. Williams

1901 and recorded at the request of

Jas. P. Callahan

Deputy

for the recovery of said principal sum and interest on either said note or this mortgage, it shall and may be lawful for the said party of the second part, his heirs, executors, administrators or assigns, to include in the judgment that may be recovered, counsel fees and charges of attorneys and counsel employed in such foreclosure suit the sum of Reasonable dollars, in lawful money or in case of settlement or payment being made after suit has been commenced and before final decree has been entered thereon, an attorney's fees of Reasonable dollars in lawful money, shall be taxed as part of the costs in such suit, as well as all payments that the said party of the second part, his heirs, executors, administrators or assigns may be obliged to make for his or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises, or any part thereof.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Joseph H. Johnson (SEAL)

Signed, sealed and delivered in presence of

Mrs. Ollie L. Johnson (SEAL)

Lawrence Jack

E.M. Allen.

THE State of Washington)
County of Spokane) ss

I, Lawrence Jack, a Notary Public in and for the State of Washington, do hereby certify that on this 30 day of April, A.D. 1909, personally appeared before me, Joseph H. Johnson and Ollie L. Johnson his wife to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal, this 30 day of April, A.D. 1909

Lawrence Jack, Notary Public

(Notarial Seal)

Residing at Spokane, Wash

State of Idaho)
County of Kootenai) ss

I hereby certify that the within instrument was filed for record in the office of the County Recorder of said county, on the 6 day of May A.D. 1909 at 10 o'clock and 10 minutes A.M. at the request of Frank W. Schultz and recorded on page 554 of book 8 of Mortgages.

Fee \$1.60

C.L. Quarles, County Recorder

39103

RELEASED

Book 7

Page 557

THIS INDENTURE, made this 7th day of May A.D. 1908 between BYRON J. Williams and Wahla R. Williams, his wife of Spokane, Washington, the parties of the first part, and Farmers & Mechanics Bank, a corporation, of Spokane, Washington, the party of the second part,

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Eighteen hundred (\$1800.00) dollars lawful money of the United States to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its heirs and assigns, the following described tract or parcel of land, lying and being in the County of Kootenai and State of Idaho, and particularly bounded and described as follows, to-wit:

Lots numbered one (1) and two (2) of Section thirty one (31) and lot numbered four (4) of section thirty (30) in township forty nine (49) North of Range four (4) West; and the Southeast quarter (SE $\frac{1}{4}$) of the southeast quarter (SE $\frac{1}{4}$) of section twenty five (25) in town -

ship forty nine (49) North, of Range five (5) west of Boise Meridian in Idaho, containing one hundred and sixty (160) acres and seventeen (17) hundredths of an acre.

Also the following described tract or parcel of land lying and being in the County of Stevens, State of Washington, and described as follows, to-wit: The Southeast quarter (SE $\frac{1}{4}$) of section twenty two (22) in township thirty one (31) North of Range forty two (42) east of the Willamette Meridian, Washington, containing 160 acres. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is intended as a Mortgage, to secure the payment of eight hundred (\$1800.00) dollars, lawful money of the United States, together with interest thereon in like lawful money at the rate of ten per cent per annum from date until paid, according to the terms and conditions of one certain promissory note bearing even date herewith made by Byron H. Williams and Mahla R. Williams payable on or before ninety days from date to the order of Farmers & Mechanics Bank and there present shall be void if such payment be made according to the terms and conditions thereof. But in case default be made in the payment of the principal or interest of said promissory note, or any part thereof, when the same shall become due and payable, according to the terms and conditions thereof, then the said party of the second part, its executors, administrators and assigns, are hereby empowered to sell the said premises, with all and every of the appurtenances, or any part thereof, in the manner prescribed by law, and out of the money arising from such sale to retain the whole of said principal and interest, whether the same shall be then due or not together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part, their heirs or assigns. And in any suit or other proceedings that may be had for the recovery of said principal sum and interest on either said note or this mortgage, it shall and may be lawful for the said party of the second part, its heirs, executors, administrators or assigns, to include in the judgment that may be recovered a reasonable sum of dollars, in lawful money, for attorneys' fees in such case, or in case of settlement or payment being made after suit has been commenced, and before the final decree has been entered therein, an attorney's fee of a reasonable sum of dollars in lawful money shall be taxed as part of the costs in such suit, as well as all payments that the said party of the second part, its heirs, executors, administrators or assigns, may be obliged to make for them or their security by insurance or on account of any taxes, liens, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of
Earl W. Edgington.

Byron H. Williams (SEAL)
Mahla R. Williams (SEAL)

State of Washington)
County of Spokane) ss

I, Earl W. Edgington a Notary Public in and for the State of Washington, do hereby certify that on this 7th day of May A.D. 1908, personally appeared before me Byron H. Williams and Mahla R. Williams his wife to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed/ for the uses and purposes therein mentioned.

Given under my hand and official seal this 7th day of May A.D. 1908

(Notarial seal)

Earl W. Edgington, Notary Public
residing at Spokane, Washington

State of Idaho)
County of Kootenai) ss

Filed for record at the request of Farmers & Mechanics Bank on the 7th day of May 1909 at 3:30 o'clock P.M. and recorded in book 8 of Mortgages on page 555.

Fee \$1.75

T.L. Quarles, County Recorder

RELEASED 7/20/1914 39111
Book 8 of Releases page 513

RELEASED 7/20/1914 1910
Book 2 of Releases page 113

THIS INSTRUMENT, made and entered into this eleventh day of March A.D. 1909 between Burton E. Hilborn and Maud May Hilborn, his wife of the county of Spokane, and State of Washington, parties of the first part, and the Northwestern and Pacific Hypotheekbank (Northwestern and Pacific Mortgage Company), a Corporation formed under the General Laws of the Kingdom of the Netherlands, whose principal place of business is in the City of Amsterdam Kingdom of the Netherlands, party of the second part.

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Fifty two hundred (\$5200) dollars, in hand paid by said party of the second part, the receipt of which is hereby acknowledged, have sold, and by these presents do hereby grant, bargain, sell and convey unto the said party of the second part, its successors and assigns forever all the following described real estate, lying and being situate in the County of Kootenai, and State of Idaho, to-wit: The southeast quarter of the Southwest quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) and lots seven (7) eight (8) and ten (10) of section thirty (30- the Northwest quarter of the Northeast quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$) the Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$ of NW $\frac{1}{4}$) and lot one (1) of section thirty one (31) all in Township forty nine (49) North of Range one (1) E.B.M. also the southeast quarter of the southeast quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of section twenty five (25) in township forty nine (49) North of Range one (1) W.B.M. together with all and singular the privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD THE SAME, to the said party of the second part, its successors and assigns forever.

THIS INSTRUMENT is intended as a Mortgage to secure the payment of four certain promissory notes in the words and figures follows, to-wit:

\$2200.00

Spokane, Washington, March 11, 1909

On or before September 1, 1912 after date, without grace I promise to pay to the order of the NORTHWESTERN AND PACIFIC HYPOTHEKBANK, (Northwestern and Pacific Mortgage Company) at its office in the City of Spokane, State of Washington, Twenty two hundred (\$2200) dollars in Gold Coin of the United States of America, of the present standard value, with interest thereon, in like Gold Coin, at the rate of seven per cent per annum from date until paid, for value received. Interest to be paid annually, and if not so paid, the whole sum of both Principal and Interest to become immediately due and collectible at the option of the holder of this note. And in case suit or action is instituted to collect this note, or any portion thereof, I promise and agree to pay, in addition to the costs and disbursements provided by Statute, a reasonable sum in like Gold Coin, for attorney's fees in said suit or action.

Due----- At ----- P.O. -----

Burton E. Hilborn

Maud May Hilborn.

\$1000.00

Spokane, Wash. March 11, 1909

On or before September 1, 1911 after date, without grace, I promise to pay to the order of the NORTHWESTERN AND PACIFIC HYPOTHEKBANK (Northwestern and Pacific Mortgage Company), at its office in the City of Spokane, State of Washington, One thousand (\$1000) dollars in Gold Coin of the United States of America, of the present standard value, with interest thereon, in like

NOW KNOW YE, that the UNITED STATES OF AMERICA, in consideration of the premises, and pursuant to said acts of Congress, has given and granted and by these presents does give and grant, unto the said Northern Pacific Railway Company, successors in interest to the Northern Pacific Railroad Company, its successors and assigns, the tracts of land listed as aforesaid and embraced in the foregoing, to have and to hold the said tracts, with the appurtenances thereof, unto the said Northern Pacific Railway Company, successors as aforesaid, and to its successors and assigns, forever.

IN TESTIMONY WHEREOF, I, William H. Taft, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the twenty fourth day of June, in the year of our Lord one thousand nine hundred and nine and of the Independence of the United States the one hundred and thirty third.

(Seal of general Land Office)

By the President: Wm.H. Taft.

By M.W. Young, Secretary.

H.W. Sanford,

Recorder of the general Land Office.

Recorded Patent number 99507, Vol.-- Page
State of Idaho)
County of Kootenai) ss

Filed for record at the request of G.H. Plummer on the 13 day of Aug. 1909 at 11:10 o'clock A.M. and recorded in book 34 of deeds on page 369.

T.L. Quarles, County Recorder

Fee \$1.80

By D.E. Danby, Deputy

40753

THIS INDENTURE, made this 20th day of July, A.D. One thousand nine hundred and nine between Byron H. Williams and Mahla R. Williams his wife of Spokane County, State of Washington, parties of the first part, and Ezra R. Whitla of Kootenai County, State of Idaho, party of the second part.

WITNESSETH, that the said parties of the first part for and in consideration of the sum of One dollar and other good and valuable consideration in hand paid by the party of the second part, does hereby grant, bargain, sell and convey unto the said party of the second part and to his heirs and assigns forever all of the following described lots pieces and parcels of land, situated in Kootenai County, State of Idaho, described as follows, to wit:

Lot one (1) and North half (N. $\frac{1}{2}$) of lot two (2) of Section thirty one (31), Lot four (4) of Section thirty (30) Township forty nine (49) N.R. 4 W.B.M. and the South east quarter of the South east quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of section twenty five (25) township forty nine (49) N.R. 5 W.B.M. in Kootenai County, Idaho.

TOGETHER with all and singular the appurtenances, tenements and hereditaments thereunto belonging or in anywise appertaining to have and to hold all and singular the above described premises together with the appurtenances, tenements and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part and to his heirs and assigns forever.

And the said parties of the first part for himself, themselves, their heirs, executors and administrators further covenant and agree with the party of the second part that they are seized in fee simple of the aforesaid premises free and clear of all in-

cumbrances whatever, and that they will forever warrant and defend the same unto the said party of the second part his heirs and assigns against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals the day and year first above written.

signed, sealed and delivered in presence of

Phil T. Megaarden) As to
M.E. Lundquist) Mahla R. Williams

Byron H. Williams (SEAL)

Mahla R. Williams (SEAL)

State of Idaho)
County of Kootenai) ss

On this 23rd day of July in the year of our Lord, one thousand nine hundred and nine before me V.W. Platt a Notary Public, personally appeared, Byron H. Williams known to me to be the person whose name is subscribed to the within instrument, and 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 in this certificate first above written.

(Notarial seal)

V.W. Platt, Notary Public

State of Minnesota,)
County of Hennepin) ss

On this 20th day of July, in the year of our Lord, one thousand nine hundred and nine, before me Phil T. Megaarden a Notary Public, personally appeared, Mahla R. Williams known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial seal)

Phil T. Megaarden, Notary Public

Notary Public, Hennepin County, Minn

My commission expires March 24, 1914

State of Idaho)
County of Kootenai) ss

Filed for record at the request of Ezra R. Whittle on the 14 day of August 1909 at 9:05 o'clock A.M. and recorded in book 34 of deeds on page 371.

Fee \$1.00

T.L. Quarles, County Recorder

By Jas.A. Foster, Deputy

40763

THIS INDENTURE, made this 3rd day of June, in the year of our Lord, one thousand nine hundred and nine.

BETWEEN Addison A. Crane and Elzeta G. Crane his wife, of Kootenai County, State of Idaho, the parties of the first part, and Walter Paulsen of Harrison County of Kootenai State of Idaho the part of the second part.

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Twenty dollars, lawful money of the United States of America, to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described real estate situated in the County of Kootenai, state of Idaho to-wit:

379463

179463

AMENDMENT TO AGREEMENT

BOOK 37 PAGE 308

WHEREAS, on the 23rd day of March, 1960, an agreement was made between EZRA R. WHITLA, Party of the First Part, and the COEUR D'ALENE STUD COMPANY, a Washington corporation, and errors were made in certain descriptions, and certain/other descriptions were omitted,

NOW, THEREFORE, It is agreed that said contract shall stand as written, with the following changes and additions, all of which shall become a part of the original agreement and supersedes the erroneous descriptions in the original agreement:

West $\frac{1}{2}$ SW $\frac{1}{2}$ NE $\frac{1}{2}$, Sec. 5, Township 48 N., Range 4, W.B.M.,
SW $\frac{1}{2}$ SE $\frac{1}{2}$, Section 15, Township 49 N., Range 5, W.B.M.,
W $\frac{1}{2}$ NE $\frac{1}{2}$; S $\frac{1}{2}$ SW $\frac{1}{2}$; NE $\frac{1}{2}$ SE $\frac{1}{2}$, Section 25, Township 49 North, Range
5, W.B.M., and W $\frac{1}{2}$ SE $\frac{1}{2}$, Sec. 25, Township 49 N., R. 5, W.B.M.,
E $\frac{1}{2}$ SW $\frac{1}{2}$: Lots 3 & 4, Section 25, Township 49 North,
Range 6, W. B. M.

DATED this 31st day of October, 1960.



Ezra R. Whitla
Party of the First Part

COEUR D'ALENE STUD COMPANY, a
Washington Corporation
BY [Signature]

Attest: [Signature]
Secretary
Party of the Second Part

PLATTED
C. W. NOTARY
ASSOCIATION
COMPARED

STATE OF IDAHO)
) ss.
County of Kootenai)

BOOK 37 PAGE 309

On this 31st day of October, 1960, before me, a Notary Public in and for said State, personally appeared EZRA R. WHITLA, known to me to be one of the persons whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

U.S. 11C
(S-E-A-L)

Ezra R. Whitla
Notary Public for the State of
Idaho, residing at Coeur d'Alene.
My Commission expires 1-25-61.

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 1st day of November, 1960, before me, a notary public in and for said State, personally appeared S. E. FRENCH and REGIA FLAMMIA, known to me to be the President and Secretary of the COEUR D'ALENE STUD CORPORATION, whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

(S-E-A-L)

Gene Edwards
Notary Public for the State of
Idaho, residing at Coeur d'Alene.
My Commission expires: Jan. 1, 1963

Filed and recorded at

at 106 o'clock P
E. R. LARSON

Ex-Officio Auditor
Kootenai County, Idaho

Return to

E R Whitla

106 1960
Gene Edwards
Deputy

Fee \$ 1.50

E R Whitla

90

100

100

BOOK 181 PAGE 481

369825 TIMBER SALE CONTRACT

THIS CONTRACT AND ACT OF CONVEYANCE, made in the city of Coeur d'Alene, Kootenai County, State of Idaho, by EZRA R. WHITLA, a widower after referred to as Party of the First Part; and the COEUR D'ALENE STUD COMPANY, a Corporation duly organized and existing under, and by virtue of the laws of the State of Washington, and having an office and principal place of business in Coeur d'Alene, Kootenai County, State of Idaho, hereinafter called the Party of the Second Part,

WITNESSETH:

That the Party of the First Part, being the owner in fee simple and in possession of the following described lands in Kootenai County, State of Idaho, to-wit:

Township (48) Forty-Eight North
Range Four (4) West, Boise Meridian :

Section 3, Lots 3 and 4
Section 5, W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$;

Township (49) Forty-Nine North
Range Four (4) West, Boise Meridian:

Section 7, NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ -
" 13, S $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ -
" 18, Lot 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
" 19, N $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
" 20, All -
" 21, All -
" 22, N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$
" 23, Tax Title No. 969
" 27, Lots 1, 2, 3, 4; SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$
" 28, NE $\frac{1}{4}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
" 29, NE $\frac{1}{4}$, SW $\frac{1}{4}$, NW $\frac{1}{4}$, SE $\frac{1}{4}$
" 30, N $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$, Lots 3 and 4 E. of highway,
E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
" 31, NE $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$, Lot 1 E of Highway, Lots 2, 3, 4,
E $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
" 32, N $\frac{1}{2}$
" 33, NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$

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BOOK

CERTIFICATE

STATE OF IDAHO
COUNTY OF KOOTENAI

Eugene W. MacDonald, Probate Judge and Ex-Officio
Clerk of the Probate Court of Kootenai County, State of

Idaho, do hereby certify that the within and foregoing

instrument is a true and correct copy of the original instrument

on file and of record in my office in Coeur d'Alene, Kootenai

County, Idaho, and that I am a duly qualified and acting

Witness my hand and seal of this Court this

day of

1965

Eugene W. MacDonald, Probate Judge and Ex-Officio

Clerk of the Probate Court of Kootenai County, State of

Idaho

40 PAGE 395

111298 AMENDMENT TO CONTRACT

WHEREAS, EZRA R. WHITLA, hereinafter referred to as Party of the First Part, and the COEUR D'ALENE STUD COMPANY, Washington Corporation, hereinafter referred to as Party of the Second Part, did on March 23, 1960, enter into a timber sale contract wherein the Party of the First Part sold the standing timber on property described in said contract to the Party of the Second Part at a set price per thousand board feet and

WHEREAS, the Parties have agreed to extend the life of said contract for an additional five-year period, from March 23, 1965 to March 23, 1970, and

WHEREAS, Party of the Second Part has paid to Party of the First Part, receipt of which is hereby acknowledged, the sum of TWENTY FIVE HUNDRED (\$2,500.00) DOLLARS as an advance upon payment price of timber severed,

NOW, THEREFORE, the parties hereby agree that the contract above referred to shall continue in full force and effect until March 23, 1970. Timber harvested by Party of the Second Part shall be credited against the \$2,500.00 advance paid herewith until such time that amount shall have been absorbed. The contract shall exist in full force and effect in every other respect.

PLATINUM
C.W. ...
AS COMPARED

IN WITNESS WHEREOF, the parties have hereunto set their hands

and seals this 3rd day of October, 1962.



Ezra R. Whitla
Party of the First Part

COEUR D'ALENE STUD COMPANY, a
Washington Corporation

By J. E. French President

Attest: Regina Hammonia Secretary
Party of the Second Part

CHIEF
4th REG. 107

STATE OF IDAHO)
County of Kootenai) ss.

800A 40 REG. 107

On this 3rd day of October, 1962, before me, a notary public in and for said State, personally appeared EZRA R. WHITLA, known to me to be one of the persons whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



STATE OF IDAHO)
County of Kootenai) ss.

Joyce Holstead
Notary Public for the State of
Idaho, residing at Coeur d'Alene.
My Commission expires 1-25-65.

On this 3rd day of October, 1962, before me, a notary public in and for said State, personally appeared S. E. French, known to me to be the President of the COEUR D'ALENE STUD CORPORATION, whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

(S E A L)



Joyce Holstead
Notary Public for the State of
Idaho, residing at Coeur d'Alene.
My Commission expires 1-25-65.

Filed and recorded at the request of Coeur d'Alene Stud Co.
at 3:10 o'clock P.M., this 5 day of Oct, 1962.
By Marquitta Tomblin
Ex-Officio Auditor-Recorder
Kootenai County, Idaho
Fee \$ 1.50
Return to Box 948 - Cda

558779 ASSIGNMENT OF CONTRACT

WILLIAM C. KAISERMAN and ANDREA L. KAISERMAN, husband and wife, "Assignors", in consideration of the receipt of One (\$1.00) Dollar and other valuable considerations from RAY E. ZINT and KATHRYN B. ZINT, husband and wife, "Assignees", hereby assign to the Assignees all of the right, title, and/or interest of the Assignors in and to that certain contract dated August 30, 1967, whereby the Estate of Ezra R. Whitla agreed to sell and Forrest C. Godde and Margaret C. Godde, husband and wife, agreed to purchase the property a list of which is attached hereto and which is by reference herein incorporated as though the same were fully set out herein, which contract is in escrow at the Bank of Idaho, Coeur d'Alene, Idaho, as Escrow No. 581, a one-eighth (1/8) interest in which escrow was distributed to Andrea L. Kaiserman by decree of distribution of the Probate Court of Kootenai County, State of Idaho, on January 19, 1970, and her husband William C. Kaiserman entering into this assignment in the event that any community property interest has occurred therein, hereby substituting the Assignees for the Assignors in all rights and obligations under the said contract.

The Assignees herein shall concurrently deposit with the Escrow Holder of the said contract a Quitclaim Deed to the above described property to the Buyers therein, and hereby authorize the Escrow Holder to deliver the said Quitclaim Deed to the Buyers upon full compliance with all

COMPALED

BOOK 60 PAGE 202

of the terms and conditions of the said contract by the Buyers, but should the Buyers fail to perform the said contract, the said Quitclaim Deed to be delivered to the Assignees.

WITNESS the hands and seals of the Assignors at the time and place mentioned in the acknowledgment hereto.

William C. Kaiserman (L.S.)
Husband
Andrea L. Kaiserman (L.S.)
Wife, Assignors

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 26th day of January, 1970, before the undersigned Notary Public, personally appeared WILLIAM C. KAISERMAN and ANDREA L. KAISERMAN, husband and wife, known to me to be the Assignors named in the foregoing instrument, and acknowledged to me that they executed the same.

James S. Dugan
Notary Public for Idaho, residing at
Coeur d'Alene. My Com. Exp: 8/8/73

Property Description:

RECORDED

Township 48 North, Range 4, W.B.M., Kootenai County,
State of Idaho.

Section 3:
Lots 3 and 4

Section 5:
 $W\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$

Township 49 North, Range 4 W.B.M., Kootenai County,
State of Idaho.

Section 7:
 $NE\frac{1}{4}, N\frac{1}{2}SE\frac{1}{4}$

Section 15:
 $S\frac{1}{2}SW\frac{1}{4}, N\frac{1}{2}SE\frac{1}{4}$

Section 18:
 $SE\frac{1}{4}, Lot\ 4\ and\ SE\frac{1}{4}SW\frac{1}{4}$

Section 19:
 $E\frac{1}{2}SW\frac{1}{4}, SE\frac{1}{4}, NE\frac{1}{4}, E\frac{1}{2}NW\frac{1}{4}$ and Lots 1 and 2.

Sections 20 and 21:
All

Section 22:
 $N\frac{1}{2}NE\frac{1}{4}, SE\frac{1}{4}NE\frac{1}{4}, SW\frac{1}{4}NW\frac{1}{4}, NW\frac{1}{4}SW\frac{1}{4}$, Lots 1 thru 8 Incl.

Section 23:
Tax 969 described as follows:

Commencing at a point on the South line of $NW\frac{1}{4}NW\frac{1}{4}$ of Section 23, Township 49 North, Range 4 W.B.M., opposite the Southwest corner of Lot 4, Block 17 of McCrea's Addition to La Del Cardo Bay, and running thence West along said south line 437 feet; thence in a Northerly direction 250 feet to a point 412 feet Westerly from the Northwest corner of Lot 1, Block 16 of said McCrea's Addition, said point being marked by a square iron rod sunk into the ground 2 inches below the surface and a monument of rock above it; thence in an Easterly direction 412 feet to the Northwest corner of said Lot 1, Block 16, McCrea's Addition; thence in a Southerly direction along West line of Lot 1, Block 16, and Lots 4, 5 and 6 of Block 17, and the West end line of 6th Street of said Addition to the place of beginning.

Section 27:
 $NW\frac{1}{4}SW\frac{1}{4}, SW\frac{1}{4}NW\frac{1}{4}$, Lots 1, 2, 3 and 4.

COMPARED

Township 49 North, Range 4 W.B.M. (Continued)

Section 28:
 $NW\frac{1}{4}$, $NE\frac{1}{4}$, $SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$

Section 29:
 All

Section 30:
 $N\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$, Lots 3 and 4, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$, Except that part of Lot 4 lying West of the Highway.

Section 31:
 $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, Lots 1 and 2, $E\frac{1}{2}SW\frac{1}{4}$, Lots 3 and 4, $N\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$, Except that part of Lot 1 West of the Highway.

Section 32:
 $N\frac{1}{2}$

Section 33:
 $N\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}NE\frac{1}{4}$

Township 49 North, Range 5, W.B.M., Kootenai County, State of Idaho.

Section 9:
 $NE\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, Lot 2

Section 10:
 $E\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, and Lots 1, 2, 3 and 4

Section 11:
 $S\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$

Section 12:
 $SW\frac{1}{4}$

Section 13:
 $SE\frac{1}{4}$, Lots 1 and 2 and $S\frac{1}{2}NE\frac{1}{4}$

Section 15:
 $W\frac{1}{2}SW\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$

Section 21:
 $NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$

Section 22:
 $NW\frac{1}{4}$, $SW\frac{1}{4}$, $NE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$

Section 23:
 $N\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$

Section 24:
 $NW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$

Township 49 North, Range 5 W.B.M. (Continued)

COMPARED

Section 25:
W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 27:
NE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$

Section 28:
SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 35:
NW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 36:
NE $\frac{1}{4}$

Township 49 North, Range 6 W.B.M., Kootenai County,
State of Idaho.

Section 25:
SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, and Lots 1, 2, 3
and 4.

Filed and recorded at request of PANHANDLE LUMBER CO.
9 o'clock am, this day of JAN. 29 1970
By: Arleida J. Peters
Fee \$ 5.00

Jim Ingalls
Edna Bldg.
city.

COMPARED

WARRANTY DEED

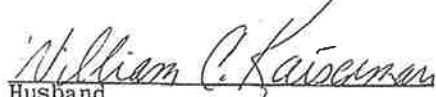
BOOK 235 PAGE 193

558780

WILLIAM C. KAISERMAN and ANDREA L. KAISERMAN, husband and wife, "Grantors", in consideration of the receipt of One (\$1.00) Dollar and other valuable considerations from RAY E. ZINT and KATHRYN B. ZINT, husband and wife, "Grantees", hereby grant, sell, bargain, convey and confirm unto the Grantees that certain property listed on Exhibit A hereto, which exhibit is by reference herein incorporated as though the same were fully set out herein,

TO HAVE AND TO HOLD unto the Grantees forever; the Grantors covenanting to have and to hereby convey absolute, unencumbered fee simple title to the whole and every part of the said premises except taxes for the year 1970 and subsequent years, which the Grantees assume and agree to pay, and except for easements of view and of record, and to forever warrant and defend the Grantees in the quiet and peaceful possession of the whole and every part of the granted premises against all lawful claims whatsoever; the rights and obligations hereunder extending to the heirs, representatives, successors and/or assigns of the respective parties.

WITNESS the hand and seal of the Grantors at the time and place mentioned in the acknowledgment hereto.


Husband

(L.S.)


Wife, Grantors

(L.S.)

COMPAREC

BOOK 235 PAGE 194

STATE OF IDAHO)
County of Kootenai) ss.

On this 26th day of January, 1970, before the under-
signed Notary Public, personally appeared WILLIAM C.
KAISERMAN and ANDREA L. KAISERMAN, husband and wife, known
to me to be the Grantors named in the foregoing instrument,
and acknowledged to me that they executed the same.

James H. Hargrett
Notary Public for Idaho, residing at
Coeur d'Alene, My Com. Exp. 8/8/73

678191

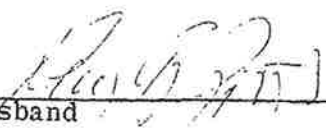
QUITCLAIM DEED

BOOK 272 PAGE 387

RAY E. ZINT and KATHRYN B. ZINT, husband and wife, "Grantors", in consideration of the receipt of One (\$1.00) Dollar and other valuable considerations from FORREST G. GODDE and MARGARET C. GODDE, husband and wife, "Grantees", hereby quitclaim unto the Grantees all of the right, title, and/or interest of the Grantors in and to that certain property listed on Exhibit A hereto, which exhibit is by reference herein incorporated as though the same were fully set out herein,

TO HAVE AND TO HOLD unto the Grantees forever; the rights and obligations hereunder extending to the heirs, representatives, successors and/or assigns of the respective parties.

WITNESS the hands and seals of the Grantors at the time and place mentioned in the acknowledgment hereto.

 (L.S.)
Husband
 (L.S.)
Wife, Grantors

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 26th day of January, 1970, before the undersigned Notary Public, personally appeared RAY E. ZINT and KATHRYN B. ZINT, husband and wife, known to me to be the Grantors named in the foregoing instrument, and acknowledged to me that they executed the same.

Grantee's Address:
666 West Avenue I
Lancaster, Calif 93534

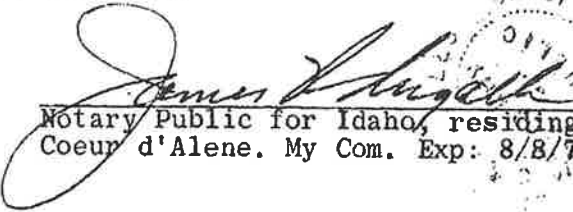

Notary Public for Idaho, residing at
Coeur d'Alene. My Com. Exp: 8/8/73

EXHIBIT A

Property Description:

Township 48 North, Range 4, W.B.M., Kootenai County,
State of Idaho.

Section 3:
Lots 3 and 4

Section 5:
 $W\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$

Township 49 North, Range 4 W.B.M., Kootenai County,
State of Idaho.

Section 7:
 $NE\frac{1}{4}, N\frac{1}{2}SE\frac{1}{4}$

Section 15:
 $S\frac{1}{2}SW\frac{1}{4}, N\frac{1}{2}SE\frac{1}{4}$

Section 18:
 $SE\frac{1}{4}, Lot\ 4\ and\ SE\frac{1}{4}SW\frac{1}{4}$

Section 19:
 $E\frac{1}{2}SW\frac{1}{4}, SE\frac{1}{4}, NE\frac{1}{4}, E\frac{1}{2}NW\frac{1}{4}$ and Lots 1 and 2.

Sections 20 and 21:
All

Section 22:
 $N\frac{1}{2}NE\frac{1}{4}, SE\frac{1}{4}NE\frac{1}{4}, SW\frac{1}{4}NW\frac{1}{4}, NW\frac{1}{4}SW\frac{1}{4}$, Lots 1 thru 8 Incl.

Section 23:
Tax 969 described as follows:

Commencing at a point on the South line of $NW\frac{1}{4}NW\frac{1}{4}$ of Section 23, Township 49 North, Range 4 W.B.M., opposite the Southwest corner of Lot 4, Block 17 of McCrea's Addition to La Del Cardo Bay, and running thence West along said south line 437 feet; thence in a Northerly direction 250 feet to a point 412 feet Westerly from the Northwest corner of Lot 1, Block 16 of said McCrea's Addition, said point being marked by a square iron rod sunk into the ground 2 inches below the surface and a monument of rock above it; thence in an Easterly direction 412 feet to the Northwest corner of said Lot 1, Block 16, McCrea's Addition; thence in a Southerly direction along West line of Lot 1, Block 16, and Lots 4, 5 and 6 of Block 17, and the West end line of 6th Street of said Addition to the place of beginning.

Section 27:
 $NW\frac{1}{4}SW\frac{1}{4}, SW\frac{1}{4}NW\frac{1}{4}$, Lots 1, 2, 3 and 4.

Township 49 North, Range 4 W.B.M. (Continued)

Section 28:
NW $\frac{1}{4}$, NE $\frac{1}{4}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

BOOK 272 PAGE 388

Section 29:
All

Section 30:
NE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Lots 3 and 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, Except
that part of Lot 4 lying West of the Highway.

Section 31:
NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, Lots 1 and 2, E $\frac{1}{2}$ SW $\frac{1}{4}$, Lots 3 and 4,
N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, Except that part of Lot 1 West
of the Highway.

Section 32:
N $\frac{1}{2}$

Section 33:
N $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$

Township 49 North, Range 5, W.B.M., Kootenai County,
State of Idaho.

Section 9:
NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, Lot 2

Section 10:
E $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, and Lots 1, 2, 3 and 4

Section 11:
S $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$

Section 12:
SW $\frac{1}{4}$

Section 13:
SE $\frac{1}{4}$, Lots 1 and 2 and S $\frac{1}{2}$ NE $\frac{1}{4}$

Section 15:
W $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 21:
NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$

Section 22:
NW $\frac{1}{4}$, SW $\frac{1}{4}$, NE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 23:
N $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$

Section 24:
NW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$

Township 49 North, Range 5 W.B.M. (Continued)

Section 25:

$W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$, $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$

Section 27:

$NE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$

Section 28:

$SW\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$

Section 35:

$NW\frac{1}{4}SW\frac{1}{4}$

Section 36:

$NE\frac{1}{4}$

Township 49 North, Range 6 W.B.M., Kootenai County,
State of Idaho.

Section 25:

$SW\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, and Lots 1, 2, 3
and 4.

Recorded at the request of

at 9:31 a.m. this

day of

JUL 22 1975

19

By

Sue Jordan

For

400

Chad D. Ritz

Register and Auditor for

Kootenai County, Idaho

Return to

314 Elder Bldg - City

THE GODDE 1980 TRUST.

Ex 1

THE GODDE 1980 TRUST

I N D E X

<u>Description</u>	<u>Page</u>
ARTICLE 1 - CREATION OF THE TRUST	1
Section 1.01 Purpose of the Trust	1
Section 1.02 Transfer Creating the Trust	1
Section 1.03 Additions to the Trust Estate	2
Section 1.04 Character of the Trust Estate	2
Section 1.05 Spendthrift Provision	2
Section 1.06 Rule Against Perpetuities	2
Section 1.07 Jurisdiction	3
Section 1.08 Name of Trust(s)	3
ARTICLE 2 - DEFINITIONS	4
Section 2.01 "Disability"	4
Section 2.02 "Children" and "Issue"	4
Section 2.03 "Education"	4
Section 2.04 Gender and Number	5
Section 2.05 "Independent Trustee"	5
ARTICLE 3 - RIGHTS OF THE TRUSTORS	5
Section 3.01 Right to Revoke	5
Section 3.02 Right to Amend	6
Section 3.03 Right to Control Insurance Policies	6
Section 3.04 Application of Powers	6
ARTICLE 4 - DESIGNATION OF THE TRUSTEE	6
Section 4.01 Original Trustees	6
Section 4.02 Successor Trustees	7
Section 4.03 Compensation of a Trustee	7
Section 4.04 Trustee's Bond	7
Section 4.05 Accounting by a Trustee	7
Section 4.06 Non-Responsibility of Successor Trustee	8
Section 4.07 Resignation of a Trustee	8
Section 4.08 Power to Designate a Successor Trustee	8
Section 4.09 Removal of Independent Trustee	9
ARTICLE 5 - POWERS OF THE TRUSTEE	9
Section 5.01 Administrative Powers of the Trustee	9
Section 5.02 Power of Attorney	17
Section 5.03 Determining Principal and Income	18

ARTICLE 6 – ADMINISTRATION WHILE BOTH TRUSTORS ARE LIVING	18
Section 6.01 Distribution of Income and Principal During the Trustors' Lifetime	18
Section 6.02 Sale of Trust Property	18
Section 6.03 Conservatorship – Guardianship	19
ARTICLE 7 – ADMINISTRATION OF THE TRUST ESTATE ON THE DEATH OF A TRUSTOR	19
Section 7.01 Payment of Expenses and Taxes	19
Section 7.02 Tax Elections	20
Section 7.03 Division of Trust Estate Upon Death of a Trustor	21
ARTICLE 8 – ADMINISTRATION OF THE MARGARET C. GODDE TRUST	21
Section 8.01 Administration of Trust	21
ARTICLE 9 – ADMINISTRATION OF THE FORREST G. GODDE TRUST	23
Section 9.01 Administration of Trust	23
ARTICLE 10 – ADMINISTRATION OF THE SHARES OF THE TRUSTS ALLOCATED TO LIVING CHILDREN OF THE TRUSTORS	24
Section 10.01 Creation of Separate Trusts	24
ARTICLE 11 – ADMINISTRATION OF TRUST I	25
Section 11.01 Administration	25
Section 11.02 Payment of Income and/or Principal of Trust I	25
Section 11.03 Termination and Distribution of Trust I	25
ARTICLE 12 – ADMINISTRATION OF TRUST II	26
Section 12.01 Administration	26
Section 12.02 Payment of Income and/or Principal of Trust II	27
Section 12.03 Ultimate Distribution of Trust II	27
ARTICLE 13 – ADMINISTRATION OF THE SHARES OF THE TRUST ESTATE ALLOCATED TO A GRANDCHILD'S EXCLUSION TRUST	28
Section 13.01 Separate Shares	28
Section 13.02 Administration of the Shares Allocated to Trustors' Grandchild	28
ARTICLE 14 – ADMINISTRATION OF THE SHARES OF THE TRUST ALLOCATED TO THE LIVING ISSUE OF A DECEASED CHILD OF THE TRUSTORS	30
Section 14.01 Creation of Separate Trusts	30
Section 14.02 Administration of the Shares Allocated to Trustors' Grandchild	31
Section 14.03 Administration of the Shares Allocated to Issue of Each Deceased Child of the Trustors' Deceased Child	32

ARTICLE 15 - COMMON DISASTER	32
Section 15.01 Distribution of the Trust Estate After Common Disaster	32
ARTICLE 16 - GENERAL PROVISIONS	33
Section 16.01 Probate Court Supervision	33
Section 16.02 Interest	33
Section 16.03 Invalidity of Provisions	33
Section 16.04 Disclaimer by a Beneficiary	34
SCHEDULE A - PROPERTY DESCRIPTIONS	35

THE GODDE 1980 TRUST

THIS TRUST AGREEMENT is entered into and executed on the
25th day of December, 1980 by and between

FORREST G. GODDE of the County of
Los Angeles, and MARGARET C.
GODDE of the County of Santa
Clara, State of California,
herein called "Trustors"

and

FORREST G. GODDE and MARGARET C.
GODDE, or their successor(s), of
the County of Los Angeles and
Santa Clara, State of California,
herein jointly called "Trustee"
or "Trustees" or individually
called "Co-Trustee"

ARTICLE 1

CREATION OF THE TRUST

Section 1.01. Purpose of the Trust.

The Trustors hereby establish a trust in order to facilitate the management of all or a part of the Trustors' estate during their respective lives and to create a convenient vehicle for the disposition of their respective estates.

Section 1.02. Transfer Creating the Trust.

(a) The Trustors agree to transfer and deliver to the Trustee by appropriate instrument(s), and the Trustee agrees to accept, all that property described in Schedule A attached hereto and made a part hereof, which, together with any other

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FF 12/26/80

property hereafter conveyed to said Trustee by any person, joint tenancies or contracts, shall constitute and be referred to as the "Trust Estate."

(b) The Trustee shall administer the Trust Estate exclusively for the purposes and objectives set forth and according to the terms and provisions contained herein.

Section 1.03. Additions to the Trust Estate.

Either Trustor, or any other person, may add property to the Trust Estate at any time. The character of such additions shall be designated on Schedule A by the transferor and shall thereupon be subject to the terms and provisions of this Trust Agreement.

Section 1.04. Character of the Trust Estate.

Any property transferred to the Trust Estate, and any proceeds thereof, shall retain its original character as separate property, tenants in common property, or otherwise, as it is designated on Schedule A, unless otherwise agreed to and designated by the Trustors.

Section 1.05. Spendthrift Provision.

No interest in the principal or income of any trust created hereunder shall be alienated, assigned, encumbered or subjected to creditor's claims or legal process in any way before actual receipt by the beneficiary thereof.

Section 1.06. Rule Against Perpetuities.

Unless sooner terminated in accordance with other provisions of this instrument, any trust created under this

instrument shall terminate twenty one (21) years after the death of the last survivor of the Trustors and those individual beneficiaries hereof who are living on the date of the death of the first Trustor to die. The principal and undistributed income of any trust so terminated shall be distributed to the then income beneficiaries of that trust in the proportions in which they are, at the time of termination, entitled to receive the income. If the rights to income are not then fixed by the terms of the trust, distribution under this clause shall be made equally (by right of representation in the case of individual beneficiaries) among such persons as are then entitled or authorized in the Trustee's discretion to receive payments from that trust immediately prior to the termination of the trust.

Section 1.07. Jurisdiction.

This Trust is established by the Trustors and is hereby accepted by the Trustee under the laws of the State of California. All questions concerning its validity, construction and administration shall be determined under the laws thereof.

Section 1.08. Name of Trust(s).

The trust created on this date shall be referred to as the "GODDE 1980 TRUST," and each subsequent trust created hereunder shall be referred to by adding the name of the beneficiary thereof, or any other designation provided herein.

3/4/84 12/26/84

that part shall instead be added to or retained in trust and administered according to such terms, except that in the case of any trust that has been partially distributed because of a beneficiary's attainment of a designated age, any addition shall augment proportionately the distributed and undistributed portions of the trust.

Section 14.03. Administration of the Shares Allocated
to the Issue of Each Deceased Child of
the Trustors' Deceased Child.

Each share allocated to the group composed of the living issue of a deceased child of the Trustors' deceased child shall be distributed to such issue, by right of representation, free of trust.

ARTICLE 15

COMMON DISASTER

Section 15.01. Distribution of the Trust Estate After
Common Disaster.

If at any time before full distribution of the Trust Estate both Trustors and all of their issue are deceased and no other disposition of the Trust Estate is directed, the portion of the Trust Estate then remaining shall be distributed as follows:

(a) One half (1/2) to those persons who would then be the heirs of Trustor FORREST G. GODDE; and

12/26/80

12/26/80

(b) One half (1/2) to those persons who would then be the heirs of Trustor MARGARET C. GODDE.

(c) The identities and respective shares of the Trustors' heirs shall be determined according to the laws of the State of California then in effect relating to the succession of separate property not acquired from a predeceased spouse.

ARTICLE 16

GENERAL PROVISIONS

Section 16.01. Probate Court Supervision.

The Trustors intend that the provisions of Article 2.5 of the California Probate Code, Sections 1138.1 to 1138.13, inclusive, or any successor thereto, shall be applicable to any trust created hereby in order that the Superior Court may entertain petitions with respect to the administration of such trust or trusts, as therein provided.

Section 16.02. Interest.

The Trustors have intentionally omitted to provide for any person not named or referred to under the provisions hereof.

Section 16.03. Invalidity of Provisions.

Should any provisions of this Trust Agreement be determined to be ineffective or invalid for any reason whatsoever, the other provisions hereof shall nevertheless remain in full force and effect.

JLG 12/26/80
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Section 16.04. Disclaimer by a Beneficiary.

Any beneficiary hereunder may disclaim in whole or part any of the benefits conferred upon him under any trust created hereunder within the period and in the manner specified in §2518 of the Internal Revenue Code of 1954, as amended, and the existing laws of the State of California as they relate to disclaimers. Any beneficiary who disclaims any such benefits is requested to consult counsel prior thereto in order to ascertain the legal consequences of such disclaimer.

IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement on the date first hereinabove written.

TRUSTORS:

Forrest G. Godde
FORREST G. GODDE

Margaret C. Godde
MARGARET C. GODDE

TRUSTEE:

Forrest G. Godde
FORREST G. GODDE

Margaret C. Godde
MARGARET C. GODDE

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12/26/80

5. Former Whitla Property:

Township 48 North, Range 4 W.B.M., Kootenai County,
State of Idaho.

Section 3: Lots 3 and 4

Section 5: W 1/2 SW 1/4 NE 1/4

Township 49 North, Range 4 W.B.M., Kootenai County,
State of Idaho.

Section 7: NE 1/4, N 1/2 SE 1/4

Section 15: S 1/2 SW 1/4, N 1/2 SE 1/4 ($\Rightarrow S \frac{1}{2} SE \frac{1}{4}$)

Section 18: SE 1/4, Lot 4 and SE 1/4 SW 1/4

Section 19: E 1/2 SW 1/4, SE 1/4, NE 1/4, E 1/2 NW 1/4
and Lots 1 and 2.

Section 20: All

Section 21: All

Section 22: N 1/2 NE 1/4, SE 1/4 NE 1/4, SW 1/4 NW 1/4,
NW 1/4 SW 1/4, Lots 1 through 8 inclusive.

Section 23: Tax 969 described as follows:

Commencing at a point on the South line of NW 1/4 NW 1/4
of Section 23, Township 49 N., Range 4 W.B.M., opposite
the Southwest corner of Lot 4, Block 17 of McCrea's
Addition to La Del Cardo Bay, and running thence West
along said South line 437 feet; thence in a northerly
direction 250 feet to a point 412 feet Westerly from the
Northwest corner of Lot 1, Block 16 of said McCrea's
Addition, said point being marked by a square iron rod
sunk into the ground 2 inches below the surface and a
monument of rock above it; thence in an Easterly
direction 412 feet to the Northwest corner of said Lot 1,
Block 16, McCrea's Addition; thence in a Southerly
direction along West line of Lot 1, Block 16, and
Lots 4, 5, and 6 of Block 17, and the West end line of
6th Street of said Addition to the place of beginning.

Section 27: NW 1/4 SW 1/4, SW 1/4 NW 1/4, Lots 1, 2,
3 and 4.

Section 28: NW 1/4, NE 1/4, SW 1/4, SW 1/4 SE 1/4

JG 12-26-80

ME 12/26/80

Section 29: All

Section 30: N 1/2 NE 1/4, NE 1/4 NW 1/4, Lots 3 and 4,
E 1/2 SW 1/4, SE 1/4, Except that part of
Lot 4 lying West of the Highway.

Section 31: NE 1/4, E 1/2 NW 1/4, Lots 1 and 2,
E 1/2 SW 1/4, Lots 3 and 4, N 1/2 SE 1/4,
SW 1/4 SE 1/4, Except that part of Lot 1
West of the Highway.

Section 32: N 1/2

Section 33: N 1/2 NW 1/4, NW 1/4 NE 1/4 *N 1/2 NE 1/4 (NE 1/4 NE 1/4)*

Township 49 North, Range 5 W.B.M., Kootenai County,
State of Idaho.

Section 9: NE 1/4 SW 1/4, N 1/2 SE 1/4, Lot 2

Section 10: E 1/2 NE 1/4, N 1/2 SW 1/4, N 1/2 SE 1/4,
and Lots 1, 2, 3, and 4.

Section 11: S 1/2 NE 1/4, NW 1/4

Section 12: SW 1/4

Section 13: SE 1/4, Lots 1 and 2 and S 1/2 NE 1/4

Section 15: W 1/2 SW 1/4, S 1/2 SE 1/4, N 1/2 NW 1/4,
NE 1/4, SE 1/4 SW 1/4, NE 1/4 SE 1/4

Section 21: NW 1/4, N 1/2 SW 1/4, E 1/2 SE 1/4

Section 22: NW 1/4, SW 1/4, NE 1/4, SW 1/4 SE 1/4

Section 23: N 1/2 NE 1/4, N 1/2 NW 1/4

Section 24: NW 1/4 NE 1/4, W 1/2 SE 1/4

Section 25: W 1/2 NE 1/4, NW 1/4, SW 1/4, W 1/2 SE 1/4,
NE 1/4 SE 1/4

Section 27: NE 1/4 NW 1/4, N 1/2 SW 1/4

Section 28: SW 1/4 NE 1/4, N 1/2 SE 1/4, SW 1/4 SE 1/4

Section 35: NW 1/4 SW 1/4

Section 36: NE 1/4

ALG 12-26-80

ME 12/26/80

Township 49 North Range 6 W.B.M., Kootenai County,
State of Idaho.

Section 25: SW 1/4 NE 1/4, E 1/2 NW 1/4, E 1/2 SW 1/4,
NW 1/4 SE 1/4, and Lots 1, 2, 3, and 4.

Together with the Farm Machinery situated thereon.

together with all the tenements, hereditaments and appurtenances
whatsoever to the same belonging, or in anywise appertaining.

6. Former Tuttle Property:

Government Lots 1, 2, 3, 4, and 5;
the East half of the Northwest Quarter;
the West half of the Northeast Quarter;
and the Northwest Quarter of the Southeast Quarter,
all in Section 35, Township 49 North, Range 5 W.B.M.,
Kootenai County, Idaho.

TRUSTORS:

Forrest G. Godde
FORREST G. GODDE

Margaret C. Godde
MARGARET C. GODDE

TRUSTEE:

Forrest G. Godde
FORREST G. GODDE

Margaret C. Godde
MARGARET C. GODDE

-38-

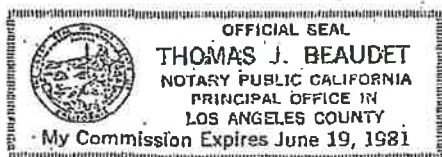
SCHEDULE A

FF 12-26-80
MAY 12/26/80

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 26th day of December, 1980, before me, a
Notary Public, State of California, duly commissioned and
sworn, personally appeared FORREST G. GODDE and MARGARET C.
GODDE, known to me to be the persons whose names are sub-
scribed to the within instrument, and acknowledged to me that
they executed the same.

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



Thomas J. BeauDET
NOTARY PUBLIC, State of California

FLG 12-26-80
MFL 12/26/80