

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

In Re CSRB

Case No. 49576

) Claim No: 92-10935
)
) AFFIDAVIT OF JACK A. BUELL IN
) SUPPORT OF THE CLAIM FOR
) WATER ADJUDICATION OF JACK A.
) BUELL AND ELEANOR BUELL,
) OWNERS AND JMF CO. INC, d/b/a
) JACK BUELL TRUCKING

STATE OF IDAHO)
) ss.
County of Benewah)

1. My name is Jack Buell. I am filing this Affidavit in support of the above-entitled Claim for Water Adjudication based upon beneficial use of water diverted from the St. Joe River for dust control, abatement and log storage at an industrial site located in Benewah County, Idaho.

2. I currently am a resident of Benewah County, Idaho. I own certain real property in Benewah County, Idaho located along the St. Joe River in St. Maries, Idaho with my wife, Eleanor Buell, as set forth in the Warranty Deed attached as **Exhibit A** commonly known as the "LP Landing." We are the owners of JMF Co., Inc., d/b/a Jack Buell Trucking, an Idaho corporation and our company is currently operating some of our business on the real property described herein, for the purpose of chip piles, logs and equipment storage. Historically, this real property has been used for log storage along the St. Joe River since the early 1900s, has been owned and operated by several timber companies and/or tug boat operators for industrial use in the timber industry since that time.

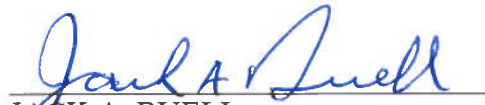
3. I was born in 1936 in Benewah County, Idaho and I have worked in the timber and trucking industry since I graduated from high school when I was eighteen (18) years of age. I bought my first truck in 1958 and my second truck in 1960. At that time, I was employed to haul logs for Robinson Brothers Logging, and I hauled for them for about twenty three (23) years. Robinson Brothers Logging logged (harvested timber) for various timber companies in the area back in the 1950's and 1960's, and I hauled logs for

them to several landings located along the St. Joe River, including the "LP Landing" which is the subject of this water adjudication claim.

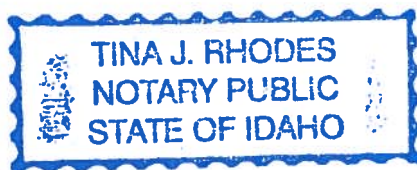
4. I have personal knowledge that during the years I was hauling logs to this landing, on and after 1958, water was pumped from the St. Joe River from a water works system that is still in place and used today, as depicted in the photographs attached as **Exhibit B**, consisting of three (3) pages. The pump can be put in the river for periods of use or pulled from the river and stored when not in use. We are still using the same type of system that was in use in 1958. The water was, and still is, pumped into a water truck and then applied to the landing for dust control, applied to log decks when logs are or were stored at the landing or staged, prior to being hauled up Lake Coeur d'Alene by the tug boat companies such as Lafferty or Brix Maritime. We still pump and use the water on all of the real property I own along the St. Joe River, located next to the St. Joe Bridge on both sides and down towards Aqua Park in St. Maries. I recall that in the 1960s, the loader operator(s) would water this property on a regular basis twice a day (morning and late afternoon) using the waterworks shown in the photos attached **Exhibit B**.

5. We use a 4000 thousand gallon water truck similar to those used around 1958, and it takes 15 minutes to fill the water truck.

DATED this 19 day of June, 2014.


JACK A. BUELL

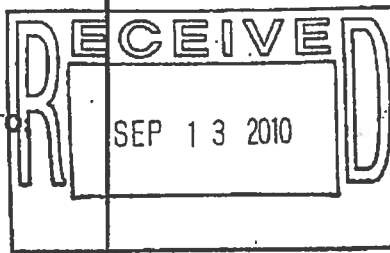
SUBSCRIBED and SWORN to before me this 19 day of June, 2014.




Notary Public in and for Idaho
Residing at: St. Maries
Commission expires: 11/8/2016

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
831 Main Avenue
St. Maries, ID 83861



258103

RECEIVED

2010 SEP 9 PM 3:37

BENEWAH COUNTY
J. MICHELE REYNOLDS, CLERK

Handwritten signature
To be recorded

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 351570-SM (ps)

Date: September 01, 2010

For Value Received, Bar J.B. Land, Timber & Cattle Company, LLC, an Idaho limited liability company, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto Jack A. Buell and Eleanor L. Buell, husband and wife, hereinafter called the Grantee, whose current address is 318 Highland Drive, St. Maries, ID 83861, the following described premises, situated in Benewah County, Idaho, to-wit:

PARCEL 1:

Lots 1, 2, 3 and 4, Block 1, Riverfront Addition to the City of St. Maries, according to the recorded plat thereof, and as shown on Survey recorded December 8, 2009 as Instrument Number 255869, records of Benewah County, Idaho.

PARCEL 2:

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, Block 3, Riverfront Addition to the City of St. Maries, according to the recorded plat thereof, and as shown on Survey recorded December 8, 2009 as Instrument Number 255869, records of Benewah County, Idaho.

PARCEL 3:

A part of Lot 10, Section 23, Township 46 North, Range 2 West of the Boise Meridian, and as shown on Survey recorded December 8, 2009 as Instrument Number 255869, records of Benewah County, Idaho, described as follows:

Commencing at cottonwood stump marked D.F. on South Bank of St. Joe River and about 70 rods and 8 feet southeasterly from stake at intersection of North and South line between Sections 22 and 23 with meander line of said river in Township 46 North, Range 2 West, B.M.;

thence south to northwest corner of land formerly owned by F. W. Haverland;

thence east with line of said land and a tract of land formerly owned by A.B. Annis to an intersection with southwest line of Riverside Street;

thence with said street line northwesterly to end of said street and with the end line thereof;

thence north-easterly with northwest line of Lot 1, Block 3, Riverfront Addition to Village of St. Maries to center of St. Joe River;

thence northwesterly with center of said river to point due north of said cottonwood stump;

thence south to point of beginning.

Said description being known as Tax # 4, Assessor's plat of Benewah County, Idaho.

PARCEL 4:

That part of 2nd Street between Lot 9, Block 3 and Lot 1, Block 1, Riverfront Addition, heretofore vacated by City Ordinance #419, which attaches by operation of law.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

EXHIBIT A

Date: 09/01/2010

Warranty Deed
- continued

File No.: 351570-SM (ps)

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

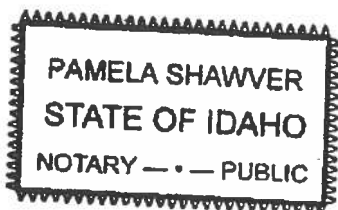
Bar J.B. Land, Timber & Cattle Company, LLC,
an Idaho limited liability company

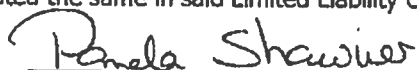

By: Robert Stueve, Member

By: James Anseth, Member

STATE OF Idaho)
SS.
COUNTY OF Benewah)

On this 8th day of September 2010, before me, a Notary Public in and for said State, personally appeared **Robert Stueve**, known or identified to me to be the person whose name is subscribed to the within Instrument as one of the Managers/Members of the **Bar J.B. Land, Timber & Cattle Company, LLC**, which is known or identified to me to be the entity whose name is subscribed to the within Instrument and acknowledged to me that he executed the same in said Limited Liability Company's name.




Notary Public of Idaho
Residing at: St. Marles
Commission Expires: 1-20-2016

Date: 09/01/2010

Warranty Deed
- continued

File No.: 351570-SM (ps)

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Bar J.B. Land, Timber & Cattle Company, LLC,
an Idaho limited liability company

By: Robert Stueve, Member

By: James Anseth, Member

STATE OF Idaho)
SS.
COUNTY OF Benewah)

see attached

On this _____, day of September 2010, before me, a Notary Public in and for said State, personally appeared **Robert Stueve**, known or identified to me to be the person whose name is subscribed to the within Instrument as one of the Managers/Members of the **Bar J.B. Land, Timber & Cattle Company, LLC**, which is known or identified to me to be the entity whose name is subscribed to the within Instrument and acknowledged to me that he executed the same in said Limited Liability Company's name.

Notary Public of Idaho
Residing at: St. Maries
Commission Expires: 1-20-2016

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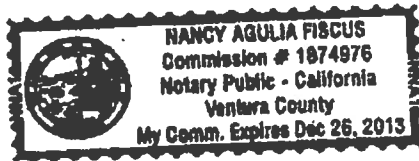
Date: 09/01/2010

Warranty Deed
- continued

File No.: 351570-SM (ps)

STATE OF Calif)
COUNTY OF Ventura)
SS.

On this 8th day of September, 2010, before me, a Notary Public in and for said State, personally appeared **James Anseth**, known or identified to me to be the person whose name is subscribed to the within Instrument as one of the Managers/Members of the **Bar J.B. Land, Timber & Cattle Company, LLC**, which is known or identified to me to be the entity whose name is subscribed to the within Instrument and acknowledged to me that he executed the same in said Limited Liability Company's name.



Nancy Agulia Fiscus
Notary Public of Ventura County, California
Residing at: 4643 Rio Bravo Ct. MADR Park, CA 9302
Commission Expires: 12-26-2013

Ja



EXHIBIT B-1



EXHIBIT B-2



EXHIBIT B-3