

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 95-14828Date Received: 12/21/9Receipt No: N023126AReceived By: Kr

NOTICE OF CLAIM TO A WATER RIGHT

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes

Where Daily Use is less than 13,000 gallons per day

1. Name of Claimant(s) KATHY L. OLIN Phone () 773-5337Mailing Address 1900 E. Rodkey Drive Post Falls ID Zip 83854
Street or Box City State2. Date of Priority: (Only one per claim) Aug 27 1964
Month/Day/Year (YYYY)3. Source of water supply (Check one) Ground Water ☒ or Other () (a) _____
which is tributary to (b) _____4. Location of Point of Diversion is: Township 50N, Range 5W, Section 11,
NE 1/4 of NE 1/4, or Govt. Lot 3 BM. County of KOOTENAI;
Parcel (PIN) no. 06820-00A-015A-

Additional points of diversion if any: _____

If available, GPS coordinates: _____

5. Description of diverting works (Wells, Pumps, Spring boxes, Pipelines, Etc.) including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well.

WELL & pump

6. Water is claimed for the following: (limited to Domestic and/or Stockwater uses. See page 1 of the instructions.)

For DOMESTIC purposes from 1-1 Month/Day to 12-31 Month/Day amount .02 cfs () or AFY ()

For _____ purposes from _____ to _____ amount _____

7. Total Quantity claimed .02 cfs () or AFY ()

8. Non-irrigation uses. Describe fully. (eg. Domestic: give number of households served if single ownership;

Stockwater and Number of livestock) ONE

SCANNED

JUN 16 2016

9. Location of Place of Use is: Township 50N, Range SW, Section 11.

SE 1/4 of NE 1/4, Govt. Lot 3 BM. Parcel (PIN) no. _____

If different than shown in Item 4

for (Check One) Domestic ☒ Stock ☐ Domestic and Stock ☐

Additional places of use, if any 50N SW SEC. 11 NE NE

10. In which county (ies) are lands listed above as place of use located? Kootenai

11. Do you own the property listed above as place of use? Yes ☒ No ☐

If the answer is No, describe in Remarks below the authority you have to claim this water right.

12. Describe any other water rights used at the same place and for the same purposes as described above.

_____ or None ☒

13. Remarks:

14. Basis of Claim (Check One) Beneficial Use ☐ Posted Notice ☐ License ☒ Permit ☐ Decree ☐

Court _____ Decree Date _____ Plaintiff v. Defendant _____

If applicable provide IDWR Water Right Number _____

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 notices 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.

Number of attachments: 3

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

Signature of Claimant (s) Kathy L. Olin Date: 12-21-09

Date: _____

For Organizations: I do solemnly swear or affirm under penalty of 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 _____

16. Notice of Appearance:

Notice is hereby given that I, _____, will be acting as attorney at law of behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

Last Name _____ Identification No. _____

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CHARLE A. HAM and MILDRED B. HAM husband and wife, and DON A. HAM and NORMA R. HAM, husband and wife, "Sellers", agree to sell, and LORENZO J. LANTER and JEAN L. LANTER, husband and wife, "Buyers", agree to purchase, based upon the several and mutual rights and obligations, the following

PROPERTY: Lot 15 and the East 10 feet of Lot 14, when measured at right angles to the line common to Lots 14 and 15, Block "A", Rodkey Sub-division, Kootenai County, State of Idaho, according to the plat recorded in Book D of Plats, page 96.

for the

CONSIDERATION of \$20,000.00

of which there has been paid and receipt

hereby acknowledged, the sum of ~~500.00~~

leaving a balance of \$19,500.00

with a further sum of ~~4,500.00~~

to be paid upon execution of this contract,

leaving a balance of \$15,000.00

to be paid in

INSTALLMENTS of One Hundred Dollars (\$100.00) or more per month, including interest at 6% per annum on the unpaid balances; interest to commence on the 27th day of August, 1964, and the first payment on principal and interest to be made on the 12th day of September, 1964, and a like and similar payment on the 12th day of each calendar month thereafter until the principal and interest are paid in full, with the

OPTION in the Buyers to pay the whole or any part of the balance remaining at any time.

TITLE to remain in the Sellers until full payment has been made, and this shall include all improvements, additions and replacements upon the premises.

WATER: It is understood by the parties hereto that there is located upon the above described property a domestic water well. It is further understood and agreed by and between the parties hereto that the Sellers herein reserve unto themselves the perpetual right to the use of the water from said well upon the remainder of Lot 14 hereinabove described retained by the Sellers herein, together with the right to egress and ingress over and across the above described property for the purpose of laying and maintaining a water pipe to convey said water from the above described premises to the remainder of Lot 14, and together with the further right to hook on to the water pipe now located in the basement of the home on the above described premises for the purpose of conveying said water to the property retained by the Sellers herein. The Sellers shall, from and after hooking on to said water pipe as herein set forth, pay to the Buyers herein, and/or the owners of the above described property, the sum of \$2.00 per month for the use thereof, and for the privilege of drawing water from said well, and in addition thereto the Sellers agree that they shall, after hooking on to said water pipe as herein provided, pay for one-half of the well repairs and/or maintenance.

EASEMENT: The Sellers herein reserve unto themselves an easement over and across that portion of Lot 14 hereinabove described for ingress and egress from the road on the northerly end thereof to the Spokane River, which easement shall become appurtenant to and a part of and for the benefit of the remainder of Lot 14.

TIME is of the essence of this contract.

JUN 16 2016

In the event the Buyers breach or become delinquent in the performance of this contract and fail to correct within the thirty (30) days' notice from the Sellers, the Sellers shall have the option

shall pay such court costs and attorneys fees as may be deemed reasonable by the Court; if the Buyers are successful, the Buyers may recover attorneys fees and court costs allowed by the Court.

THE RIGHTS AND OBLIGATIONS, except as herein limited, shall extend to the heirs, representatives, successors and/or assigns of the respective parties.

WITNESS the hands and seals of the parties at the times and places mentioned in the acknowledgments hereto.

Charles A. Ham
Charles A. Ham

Mildred B. Ham
Mildred B. Ham

Don A. Ham
Don A. Ham

Norma R. Ham
Norma R. Ham

Sellers

Lorenzo J. Lanter
Lorenzo J. Lanter

Jean L. Lanter
Jean L. Lanter

Buyers

STATE OF IDAHO }
County of Kootenai } ss:

On this _____ day of _____, 1964, before me, the undersigned Notary Public, personally appeared CHARLES A. HAM and MILDRED B. HAM, husband and wife, and DON A. HAM and NORMA R. HAM husband and wife, and LORENZO J. LANTER and JEAN L. LANTER, husband and wife, known to me to be the persons whose names are