

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 ~~ANR76~~Ident. Number 95-10862Date Received: 7-21-09Receipt No: ND 21453Received By: cm

RECEIVED

JUL - 8 2009

IDWR/North

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) Phillip B. Stephan Phone (208) 683-3362Mailing Address 33782 N. Fir Ave Bayview Id Zip 83803
Street or Box City State2. Date of Priority: (Only one per claim) July 1, 2006
Month/Day/Year (YYY)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 54N, Range 02W, Section 34,
_____ 1/4 of _____ 1/4, or Govt. Lot _____ BM. County of _____;Parcel (PIN) no. 80999006001AAdditional points of diversion if any: Lot B1K6 Townsite of Bayview Commencing at NE
Corner; thence S. 10 feet; thence west 16 feet; thence N. 10 feet; thence
If available, GPS coordinates: East 16 feet to point of beginning.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.See attached

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

For Domestic purposes from 7/1/06 to current amount 13,000
Month/Day Month/Day cfs () or AFY ()

For _____ purposes from _____ to _____ amount _____

7. Total Quantity claimed 13,000 cfs () or AFY ()

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

Stockwater and Number of livestock) Single family Domestic use

(CANNED)

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9. Location of Place of Use is: Township 54N, Range 02W, Section 34

_____ 1/4 of _____ 1/4, Govt. Lot _____ 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 _____

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 See Attached

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: 1

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) Steph B. Alper Date: 7/7/09

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 Stephan Identification No. _____

SCANNED

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Miscellaneous Record 54

Filed and recorded at the request of Harold E. Peterson BOOK 54 PAGE 472
at 1:32 o'clock P. M., this 15 day of Sept 1964
BY: Harold E. Peterson Deputy
The District Auditor Recorder
Kootenai County, Idaho
Return to: Box 107, P.H. Fee \$ 2.75 + COMPARED

AGREEMENT

THIS AGREEMENT made and entered into by and between
ROBERT W. JOHNSON, a divorced man, Party of the First Part,
RAY WEGER and SADIE WEGER, husband and wife, Parties of the
Second Part, and GEORGE WALTERS, a divorced man, Party of the
Third Part; W I T N E S S E T H:

WHEREAS, the First Party is the owner of

Lots 1 and 2, Block 6, Townsite of Bayview,
Kootenai County, Idaho;

and,

WHEREAS, Second Parties are the owners of

Lots 4, 5, and 6, Block 7, Townsite of
Bayview, Kootenai County, Idaho;

and,

WHEREAS, Third Party is the owner of

Lot 3, Block 7, Townsite of Bayview,
Kootenai County, Idaho;

and,

WHEREAS, the First and Second Parties are equally providing
the funds to drill a well upon a part of the First Party's property
described as follows:

A part of Lot 1, Block 6, Townsite of Bayview,
Kootenai County, Idaho, described as follows:

Commencing at the Northeast corner thereof;
thence South 10 feet; thence West 16 feet;
thence north 10 feet; thence East 16 feet to
the point of beginning;

and,

WHEREAS, it is the desire of all of the parties hereto that
the water from said well should be used only upon the properties of
the parties hereto above described; with the cost and maintenance
thereof to be divided equally;

BOKK 54 PAGE 473

COMPARED

NOW, THEREFORE,

IT IS HEREBY AGREED by and between the parties as follows:

1. There shall be drilled upon the following described property, to-wit:

A part of Lot 1, Block 6, Townsite of Bayview, Kootenai County, Idaho, described as follows:

Commencing at the Northeast corner thereof; thence South 10 feet; thence West 16 feet; thence North 10 feet; thence East 16 feet to the point of beginning;

a well; the cost of said well and pumping sytem to be shared equally between the first and second parties herein, and the ownership thereof being equal between the First and Second Parties.

2. The water from said well shall be piped by distribution systems to each lot of each of the parties hereto as above described. The water from said well shall not be used on any other lots except the property of the parties hereinabove described.

3. The water from said well shall be used for domestic household purposes only.

4. The maintenance and operating expenses shall be divided equally between each user of water from said well, who may occupy one of the lots hereinabove described.

5. In the event any party, or any owner of one of the above described lots desires to use said water for sprinkling or irrigating lawn or garden upon said lots, then the water upon said lot must be metered, which meter shall be installed at the cost of said person, and said person shall pay in accordance therewith.

IN WITNESS WHEREOF, the Parties hereto have executed this

COMPARED

agreement the day and year first set forth in the acknowledgments hereto.

Robert W. Johnson
Robert W. Johnson First Party

Ray Weger
Ray Weger

Sadie Weger
Sadie Weger Second Parties

George Walters
George Walters Third Party

STATE OF IDAHO)
County of Kootenai) ss:

On this 8 day of June, 1968, before me, the undersigned Notary Public, personally appeared ROBERT W. JOHNSON, a divorced man, and GEORGE WALTERS, a divorced man, known to me to be two of the persons whose names are subscribed to the foregoing, and acknowledged to me that they signed the same.

Robert M. [Signature]
Notary Public for Idaho, residing at
[Signature] Comm. Exp. 11-8-69

STATE OF WASHINGTON)
County of Spokane) ss:

On this 8 day of June, 1968, before me, the undersigned Notary Public, personally appeared RAY WEGER and SADIE WEGER, husband and wife, known to me to be the persons whose names are signed to the foregoing as Second Parties, and acknowledged to me that they signed the same.

[Signature]
Notary Public in and for the State of
Washington, residing at Spokane, [Signature]
Commission expires 11-8-69