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IDWR / NORTH

**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 95-16343Date Received: 11-3-11Receipt No: NO28469 AReceived By: AA

AMENDED
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) Monte Bishop Trust Phone (208) 661-0947

Mailing Address PO Box 374 Carewood Id Zip 83809
Street or Box City State

2. Date of Priority: (Only one per claim) 1937 MAY 20 1901
Month/Day/Year (YYYY) 11-3-2017
RA

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 19
SE 1/4 of NE 1/4, or Govt. Lot _____ BM. County of Bonner
Parcel (PIN) no. RP54N02W190201A

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.

Drilled well replaced original hand dug well for home
built in 1937 per county assessor

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 to 12/31 amount 8.04 cfs or AFY ()
For Stockwater purposes from 1/1 to 12/31 amount 0.02

7. Total Quantity claimed 0.06 cfs ☒ or AFY ()

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

Stockwater and Number of livestock) Domestic for 2 homes and Stockwater
for up to 50 head of mixed stock

9. Location of Place of Use is: Township 54N, Range 02W, Section 19,
SE 1/4 of NE 1/4, Govt. Lot _____ BM. Parcel (PIN) no. Same
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? Bonner

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: _____

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) _____ Date: _____

_____ Date: _____

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

Trustee of Monty Bishop Trust
Title Organization

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

Trustee of Monty Bishop Trust
Title Organization

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

Signature of Authorized Agent Monty Bishop Date 11-3-11

Title and Organization Trustee Monty Bishop Trust

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 _____ Date _____

Address _____

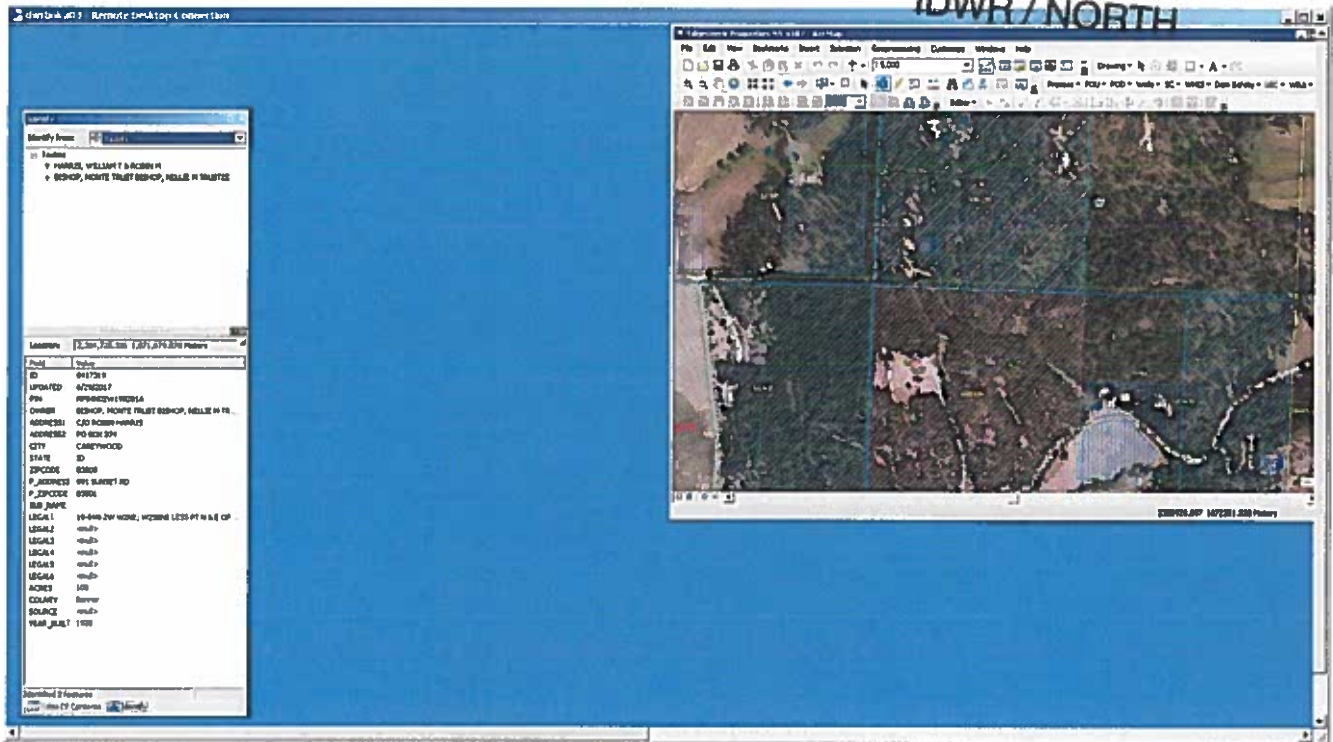
Last Name _____ Identification No. _____

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No 1779

ABSTRACT OF TITLE

TO

The West Half of the Northeast
Quarter and the West Half of
the East Half of the Northeast
Quarter of Section Nineteen in
Township Fifty-four North of
Range Two West of the Boise Me-
ridian in Bonner County, Idaho

The Bonner County Abstract Company, Limited
SANDPOINT, IDAHO

CONTINUATION

Northern Pacific Railway Company,
a Wisconsin corporation,

Warranty Deed, No. 7327, ^{NO} Wn. /

Dated September 15th 1900

TO GRANTORS.

Ack. Nov. 3rd, 1900, before H.A. Fabian, F.P. Ramsey County, Minn.

Witness: R.H. Johnston--H.A. Fabian

Filed March 5th, 1901, at 3-35 PM

Book 5, of Deeds, Page 26

George B. Welch

GRANTEES

Consideration, \$30.00

Conveys: E $\frac{1}{2}$ of NE $\frac{1}{4}$ Section 19, Township 54 North, Range 2 W.B.M.

(Corporate seal)

Signed: Northern Pacific Railway Company,
By C.S. Mellen, President

Attest: R.H. Relf, Assistant Secretary.

CONTINUATION

Mercantile Trust Co., Trustee,

Release.

NO. 2

Dated November 12th, 1900

GRANTORS.

TO

Ack. Nov. 20th, 1900, before I.
Michaels, N.P. New York County,
New York, No. 65.

Witness: I. Michaels--B.W. Jones

Filed Dec. 10th, 1900, at 9-30 AM

Book 1, of Releases, Page 106

Consideration: "Proceeds of sale"

Northern Pacific Railway Company

GRANTEES.

Releases: E $\frac{1}{2}$ of NE $\frac{1}{4}$ Section 19, Township 54 North, Range 2 West
Boise Meridian (and other property)

(Corporate seal)

Signed: Mercantile Trust Co., Trustee,
By H.C. Deming, Vice. Pres.
Attest: E.R. Adee, Secretary

CONTINUATION

Hanratty-Moderie Lumber Co.,

Agreement

NO. 3

Dated May 8th, 1907

May 8th, 1907, before J.C.Natvig,
J.P., Granite, Idaho

GRANTORS.

TO

Witness: J.C.Natvig--Paul Hager

Filed July 3rd, 1907, at 1-07 PM

Hook 2, of Miscellaneous, Page 44

George B.Welsh

GRANTEES.

Consideration: \$2750.00

Recites: Today we have bought of George B.Welsh all the saw timber, tie timber and cedar timber on the E $\frac{1}{2}$ of NE $\frac{1}{4}$ Section 19, Township 54 North, Range 2 West B.M. (and other property), for \$2700.00 as follows: \$50.00 cash today, \$1325.00 to be paid August 20th, 1907, and the balance, \$1375.00 on the 20th of November, 1907. It is also agreed that George B.Welsh give us 5 years from today in which to remove said timber and in case we do not, all timber still standing will revert back to him?

Signed: Hanratty-Moderie Lumber Co.,
H.M.Stack, Secretary and Treasurer
J.O.Hanratty, President
Geo. B.Welsh

CONTINUATION

NO. 4

George B. Welsh

Lease

Dated May 8th, 1907

GRANTORS.

Ack. May 8th, 1907, before J.C. Natvig, J.P., Kootenai Co., Idaho

TO

Witness: J.C. Natvig-Paul Hager

Filed July 3rd, 1907, at 1-01 PM

Hanratty-Moderie Lumber Co.

Book / of *Lease*, Page 89

GRANTEES.

Consideration, \$300.00 per year for five years.

Leases: E $\frac{1}{2}$ of NE $\frac{1}{4}$ Section 19, Township 54 North, Range 2 W.B.M., and other property, for the purpose of operating a saw mill, use of barns, house and outhouses, for log landing, lumber yards, etc. Rent to begin August 20th, 1907, if vacated before five years, second part to pay rent for the whole year for any fraction of said year.

Signed: Geo. B. Welsh
Hanratty-Moderie Lumber Co.,
H.M. Stack, Secretary and Treasurer
J.O. Hanratty, President

CONTINUATION

Hanratty-Moderie Lumber Co.,

Release of lease

NO. 5

Dated May 25th, 1908

Ack. May 25th, 1908, before Myrvin Davis, H.P., Bonner Co., Idaho.

GRANTORS.

TO

Witness: None

Filed June 9th, 1908, at 2-30 PM

George B. Welsh

Book 2, of Miscellaneous, Page 235

GRANTEES.

Consideration, "Valuable consideration".

Lease dated May 8th, 1907, and pertaining to the E $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 19, Township 54 North, Range 2 West of Boise Meridian, and other property.

(No corporate seal)

Signed: George B. Welsh
Hanratty-Moderie Lumber Company,
By H.M. Stack, as Secretary and
Treasurer.

Recites: That said lease is hereby released and all parties there-
to are hereby absolved from liability thereunder: This release is made
for a valuable consideration and receipt whereof is acknowledged by
the parties hereto

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ORIGINAL

Instrument # 795113
BONNER COUNTY, SANDPOINT, IDAHO
7-8-2010 12:00:47 No. of Pages: 7
Recorded for : WALLACE & CUSACK
MARIE SCOTT Fee: 28.00
Ex-Officio Recorder Deputy *CB*
Index to: POWER OF ATTORNEY

DURABLE POWER OF ATTORNEY
OF

NELLIE MONTELLA BISHOP
a/k/a MONTE BISHOP

1. **Designation.** The undersigned (the "Principal") designates individually her granddaughter, ROBIN M. HARRIS, as attorney-in-fact for the Principal.

2. **Effectiveness: Duration.** This power of attorney shall become effective immediately and shall not be affected by the disability or incompetence of the Principal.

3. **Powers.** The attorney-in-fact shall have all of the powers of an absolute owner over the assets and liabilities of the Principal, whether located within or without the State of Idaho. These powers shall include, without limitation, the power and authority specified below.

3.1 **Real Property.** The attorney-in-fact shall have authority to purchase, take possession of, lease, sell, convey, exchange, mortgage, release and encumber real property or any interest in real property.

3.2 **Personal Property.** The attorney-in-fact shall have authority to purchase, receive, take possession of, lease, sell, assign, endorse, exchange, release, mortgage and pledge personal property or any interest in personal property.

3.3 **Financial Accounts.** The attorney-in-fact shall have the authority to deal with accounts maintained by or on behalf of the Principal with institutions (including, without limitation, banks, savings and loan associations, credit unions and securities dealers). This authority shall include the ability to buy, sell, assign, or transfer

1. DURABLE POWER OF ATTORNEY OF NELLIE MONTELLA BISHOP

[FINANCIAL-IMMEDIATE]
[VAN00068849.DOC;1/13327.00]

10. **Indemnity.** The estate of the Principal shall hold harmless and indemnify the attorney-in-fact from all liability for acts done in good faith and not in fraud of the Principal.

11. **Duration.** This power of attorney shall not be affected by the disability of the Principal, and it shall remain in effect to the extent permitted by Code, Section 15-5-501, or until revoked pursuant to paragraph 5 hereunder notwithstanding any uncertainty as to whether the Principal is dead or alive.

12. **Compensation.** The attorney in fact shall be entitled to reimbursement for all costs and expenses reasonably incurred and shall be entitled to receive, without court approval, such compensation for services performed as attorney in fact as is reasonable in the community for like services performed as attorney in fact and/or as guardian of the estate. The attorney in fact, in the exercise of the powers herein granted, may employ the services of an attorney, an accountant, and other professional advisors as are necessary and shall be authorized to compensate them for their service.

13. **Applicable Law.** The laws of the State of Idaho shall govern this power of attorney.

IN WITNESS WHEREOF, I have executed this durable power of attorney this _____ day of July, 2010.

Nellie Montella Bishop
NELLLIE MONTELLA BISHOP
Principal

6. DURABLE POWER OF ATTORNEY OF NELLIE MONTELLA BISHOP

[FINANCIAL-IMMEDIATE]
[VAN00068849.DOC;1/13327.00]

County of Kootenai

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

Maureen Wallace
Notary Public for Idaho
Residing at Hayden
Comm. Exp.: 08/20/11

[FINANCIAL-IMMEDIATE]
[VAN00068849.DOC;1/13327.00]