

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 45-15236Date Received: 5/31/11Receipt No: 1021373Received By: K

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) J. RUSSELL LOWRY Phone (208) 686 1274Mailing Address 270 LOWRY RD PLUMMER IDAHO Zip 83851
Street or Box City State2. Date of Priority: (Only one per claim) 06-12-1915
Month/Day/Year (YYYY)3. Source of water supply (Check one) Ground Water (~~se~~) or Other (☒) (a) SPRING
which is tributary to (b) SINKS4. Location of Point of Diversion is: Township 46N, Range 04W, Section 33
NE 1/4 of NW 1/4, or Govt. Lot _____ BM. County of BENEFICIALParcel (PIN) no. 1701AAdditional points of diversion if any: NW 1/4 NE 1/4 (SE 1/4 NW 1/4 (E 1/2 NW 1/4))

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.

SPRING BOX 7X7X10 CONCRETE 2 PIPELINES2 17 GPM PUMPS 15 GPM PUMP REBUILT TOP 3ft CONCRETE 1949DEPENED 1 ft 2009 FENCED

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 .04
Month/Day Month/Day cfs () or AFY ()For STOCK purposes from 1-1 to 12-31 amount .027. Total Quantity claimed .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) 2 HOUSES 1 TRAILER RECREATIONGARDEN FIRE PROTECTION 50 Livestock

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9. Location of Place of Use is: Township 46N, Range 04W, Section 33,
NE 1/4 of NW 1/4, Govt. Lot _____ BM. Parcel (PIN) no. 1701A

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

If different than shown in Item 4

Additional places of use, if any NW 1/4 NE 1/4 SE 1/4 NW 1/4

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

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.

NW 1/4 NE 1/4

or None ()

13. Remarks: IDENTIFIED IN RAILROAD RIGHT OF WAY 06-12-1915
AS NEARBY (REVERTED)

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: 2 MAP OVER

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) J Russell Henry Date: 5-31-2011

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 _____ Date _____

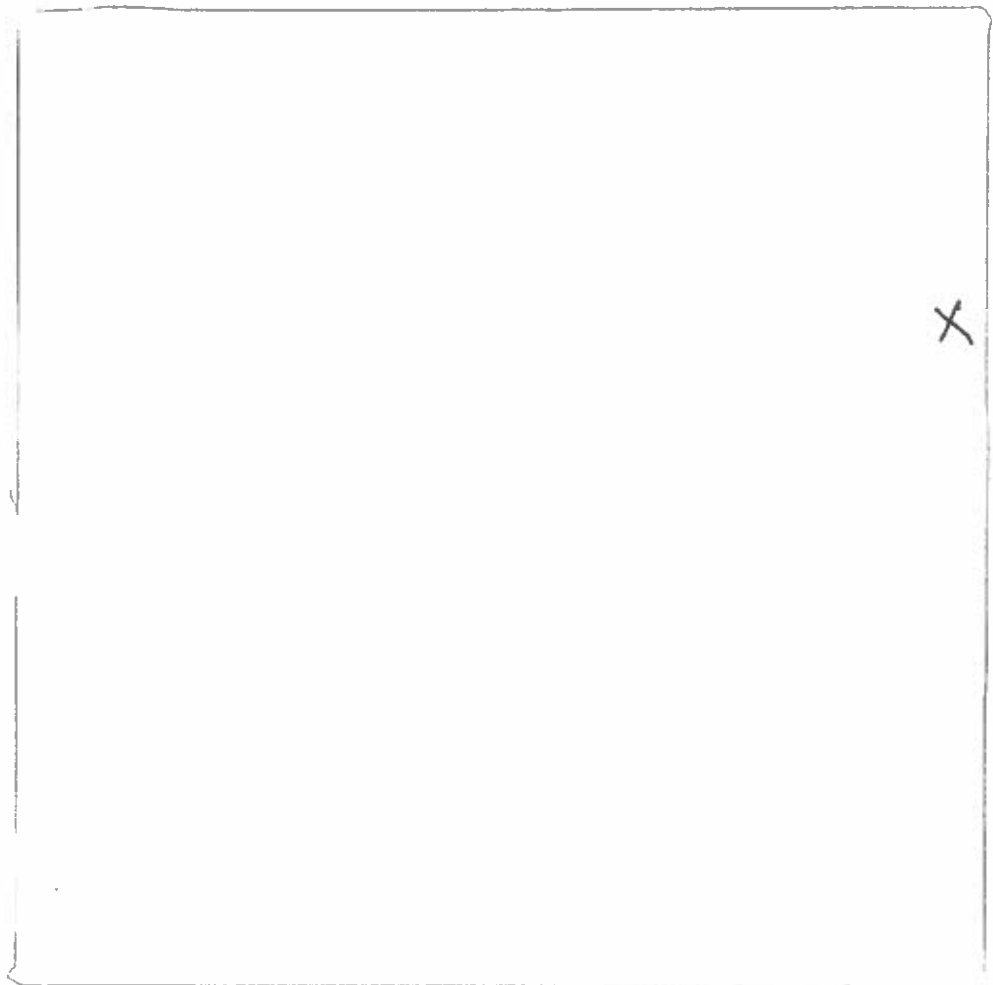
Address _____

Last Name _____ Identification No. _____

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MAY 31 2011

↑
N

NE $\frac{1}{4}$ NW $\frac{1}{4}$ S 33



15B261

Continuation of Abstract of Title to the Lands Described in the Caption Hereto. No. 3

Frank Loudon and Blanche Loudon
his wife

Doc. No. 1094

Right of way Deed

to

Dated June 12, 1915

Alder Creek Railway Company, a
corporation

Filed for record August 26
1915 at 4:14 P. M.

Book 1 of Deeds, page 241

Consideration \$100.00

Signatures not scaled

Witnesses: None

Acknowledged June 12, 1915, before John J. Nickles, a Notary Public, Benewah County, Idaho. Seal (As to Frank Loudon, and Blanche Loudon his wife)

Corporation acknowledgment June 14, 1915, before E. N. La Veine, a Notary Public, Benewah County, Idaho. Seal (As to Fred Herrick, President of Corporation and A. V. Bradrick, Secretary of corporation)

Grant bargain sell and convey
for a railroad right of way and railroad purposes, as a railroad right of way
in the operation of a common carrier railroad, which land is described as
follows:

A strip of land in Benewah County, State of Idaho, 30 feet in width, or 15 feet
on each side of the center line, which center line is described as follows:
Beginning at a point 45 feet West of the Quarter Post on the North side of
Section 33, Township 46 North, Range 4 W. B. M. thence south parallel with
County Road, or S O W, for a distance of 447 feet, thence by a 10 degree curve
to the right for a distance of 900 feet consuming an angle of 90 degrees, thence
by tangent for a distance of 653 feet, thence by a 16 degree curve to the left
crossing the eighth line at a distance of 266 feet south of the SW Corner of the
NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of said Section, containing in all about 1.4 acres, which crosses
the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 33, township 46 North, Range 4 W. B. M. Benewah County
Idaho.

If there should be a discontinuance of the operation of said railroad over and
across said right of way for a period of two years, then in that event the
title to said right of way granted by the parties of the first part to the party
of the second part shall revert to the parties of the first part.

In further consideration of the conveyance to the second party of said
way it does hereby agree to fence said right of way on the Northwest side
thereof, as provided by statute for the fencing of railroad right of way,
also to cause to be constructed a suitable and proper modern road crossing

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Continuation of Abstract of Title to the Lands Described in the Caption Hereto. No. 4

near the Northeast corner of the northeast quarter (NE $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) of Section thirty-three (33) Township forty-six (46) Range Four (4) W. B. M. at such practical point as the parties of the first part shall designate; also not to damage the first parties agricultural land in any manner by clearing and constructing its railroad across said land, or to damage said first parties spring near said right of way or to obstruct its natural course; also to clear the right of way of all brush and to burn the same as required by law; also to construct one railroad siding standard guage three hundred feet in length paralleling said right of way on the Southeast side at the most practical location; also to furnish the parties of the first part, their heirs, or assigns, after the construction of said siding a reasonable number of flat cars for the transportation of logs and a reasonable number of box cars for the transportation of logs and a reasonable number of boxcars for the transportation of mixed lumber products, and hereby agrees to charge the parties of the first part, their heirs, representatives or assigns not to exceed One (\$1.00) Dollar per thousand for the ~~maintenance~~ transportation of logs to Plummer, Idaho, and for boxcars for the transportation of mixed lumber products to Plummer, Idaho, not to exceed Ten (\$10.00) Dollars per car while said railroad is operating its main line connecting with the right of way herein conveyed, and said cars shall be furnished within a reasonable time after written demand is made therefor on the party of the second part, stating the number of cars desired.

The party of the second part does hereby further agree, in consideration of the conveyance of said right of way, to pay the parties of the first part three and 50/100 (\$3.50) Dollars per thousand feet for the mixed timber, five (\$5.00) Dollars per thousand feet for the yellow pine timber, and Seven (\$7.00) Dollars per thousand feet for the white pine timber which is now standing, on said right of way, which timber the parties of the first part agree to cut not higher than One (1) foot from the ground within one week from the execution of this conveyance; that said trees so felled shall be cut into logs by first parties and removed by the party of the second part, at its own expense, which trees shall be cut to a size of ten inches on the small end and shall be scaled by a disinterested party to be agreed upon by the parties hereto, provided they cannot agree upon the scale of said logs.

The part of the second part shall and does hereby agree to remove all of the logs and brush from said right of way, occasioned by the cutting of said trees by the parties of the first part and the cutting of the logs by the parties of the first part, without any expense to the parties of the first part, remove any and all timber, logs, brush or rubbish on said right of way left after the cutting of said trees and logs, at its own expense.

Executed in Duplicate

Signed: Frank Loudon

Blanche Loudon, Partis of the first part.

Alder Creed: Railway Company

By Fred Herrick, President

Attest: A. V. Bradrick, Secretary

No corporate Seal.

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