

**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

ID Number: 95-17505

Date Received: 4/18/18

Receipt No: N033326

Amount: 25⁰⁰ By: ja

RECEIVED

APR 18 2018

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**

IDWR / NORTH

Please type or print clearly

1. Name of claimant(s) ROCK CREEK IDAHO HOLDINGS LLC Phone 208 755-9115
Mailing address 1701 VILLAGE CENTER CIR 2ND FL, LAS VEGAS NV ZIP 89134
Street or Box City State
2. Date of priority (only one (1) per claim) 7/19/1995
Month/Day/Year (yyyy)
3. Source of water supply (check one) Ground Water (x) or Other () (a) _____
which is tributary to (b) _____
4. Location of point of diversion is: Township 48N, Range 4W, Section 8,
____ 1/4 of _____ 1/4, or Govt. Lot 7, B.M., County of Kootenai
Parcel (PIN) no. 48N04W081250
Additional points of diversion, if any: _____
If available, GPS coordinates 47 degrees 31 minutes 22 seconds; 116 degrees 52 minutes 52 seconds
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.

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 0.04 cfs (x) AFY ()
For _____ purposes from _____ to _____ amount _____
7. Total quantity claimed 0.04 cfs (x) or AFY ()
8. Non-irrigation uses; describe fully (e.g. Domestic: give number of households served if single ownership; Stockwater: type and number of livestock, etc.): 1 Home

9. Location of place of use is: Township 48N, Range 4W, Section 8, _____ 1/4 of _____ 1/4, or Govt. Lot 7, B.M., Parcel (PIN) no. (if different than shown in Item 4) 48N04W081400

For (check one) **Domestic** (x) **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 (x) No ()

If your 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 (x)

13. Remarks:

14. Basis of claim (check one) **Beneficial Use** (x) **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 (x) wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 6

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

Manager _____ of ROCK CREEK IDAHO HOLDINGS LLC,
Title _____ Organization _____

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

Manager _____ of ROCK CREEK IDAHO HOLDINGS LLC,
Title _____ Organization _____

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

Signature of authorized agent *La Bar* Date 4/6/18

Title and organization MANAGER, ROCK CREEK IDAHO HOLDINGS LLC

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 _____

HOW YOU WILL RECEIVE NOTICES IN THE COEUR D'ALENE-SPOKANE RIVER BASIN WATER SYSTEM ADJUDICATION

All documents filed in the Coeur d'Alene-Spokane River Water System Adjudication, other than notices of claim, are filed with the court. Notices of claim to water rights filed in the Coeur d'Alene-Spokane River Water System Adjudication are filed with the Idaho Department of Water Resources (IDWR). Copies of all documents filed in the Coeur d'Alene-Spokane River Water System Adjudication will not be mailed to all parties (claimants) in the adjudication. Any document filed with the court will be mailed only to those parties who may be directly affected by it.

A monthly docket sheet is prepared by the court, which contains a summary of all documents filed with the court in the previous month and the dates and locations of hearings scheduled for the following three months. The docket sheet will be filed with the district court clerk in each county within the Coeur d'Alene-Spokane River Water System Adjudication. Copies of a monthly docket sheet may be obtained from any of the offices of the department; a small fee may be charged to cover the cost of mailing and/or copying. If you wish to receive an annual subscription of the docket sheet printed each month, you should mark the appropriate place on your notice of claim form. You will be charged a small annual subscription fee by the court to cover the cost of copying and mailing. The docket sheet is also available on the court's web site at www.srba.state.id.us/docket.htm. Copies of any document listed on the docket sheet may be obtained from any of the offices of the department or the court and a small fee may be charged to cover the cost of mailing and/or copying the document.

Copies of all notices of claim filed with the department will be available for inspection from all offices of the department. You may also obtain copies of the notices of claim filed by other claimants, but you may be charged for the cost of copying and mailing. A claimant will not be charged for a copy of his or her own notice of claim, and a person who acquires property with water rights for which a notice of claim was filed will not be charged for a copy of the notice of claim filed by the previous owner.

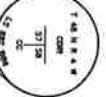
After the notices of claim have been reviewed, the director will prepare and file a Director's report with the court that will contain the Director's recommendations as to each water right claimed under state law and a copy of each federal reserved water right claimed. Director reports will be prepared in each administrative basin within the Coeur d'Alene-Spokane River Water System Adjudication. When the report for your basin is filed with the court, you will be mailed a notice informing you that the report for your basin has been filed. The notice will be sent to the most recent address shown by the department's files. Attached to the notice will be a copy of those portions of the report describing the water rights you have claimed. If you do not agree with the way your water right is described, you may file an objection to the report with the court. You can also file an objection if you disagree with the way other claimant's water rights are described, and the notice will tell you where a copy of the full report is available for inspection. The notice will tell you when and where to file your objection.

It is very important that you inform the department in writing of any change in your address. This is to make sure that you receive the notices affecting your water rights that are to be mailed by the department or the court.

If you are acquiring property with water rights in the Coeur d'Alene-Spokane River water system in Idaho (either by purchase, gift, inheritance, or other means), it is very important that you inquire of the department whether a notice of claim has been filed. If you fail to file a required notice of claim for a water right, that water right may be determined to no longer exist.

If a notice of claim has been filed, it is very important that you file a written notice of change in ownership with the department. You may contact IDWR regional offices or the IDWR web site www.idwr.idaho.gov for change of ownership forms. The notice of change in ownership form must be accompanied by evidence of the ownership of the property. Again, this is to make sure that you receive the notices affecting your water rights that are to be mailed by the department or the court.

Toot 13 P. 149
1317401



(IN FEET)
1 inch = 200 ft

R-1 RECORD OF SURVEY BY EUGENE WELBORN, R.L.S. #1020 FILED IN BOOK 4, AT PAGE 249, KOOTENAI COUNTY RECORDS.

R-2 SURVEY BY EUGENE WELBORN, R.L.S. # 1020, DATED 5/15/06.

R-3 TITLE REPORT PREPARED BY FIRST AMERICAN TITLE COMPANY, ORDER NO. 8291.

[illegible]

LEGEND

- (R) RECORDED
- (M) MEASURED
- SET 5/8" BY 30" REBAR WITH PLASTIC CAP
- MARKED "GEM STATE P.L.S. # 6802"
- FOUND, MONUMENTS AS NOTED

I, W. BRANT MORRIS, P.L.S. # 6802, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE RECORD OF SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

W. Brant Morris
 W. BRANT MORRIS
 # 6802

6/21/93
 DATE

RECORD OF SURVEY FOR MIKE NEWELL
KOOTENAI COUNTY, IDAHO

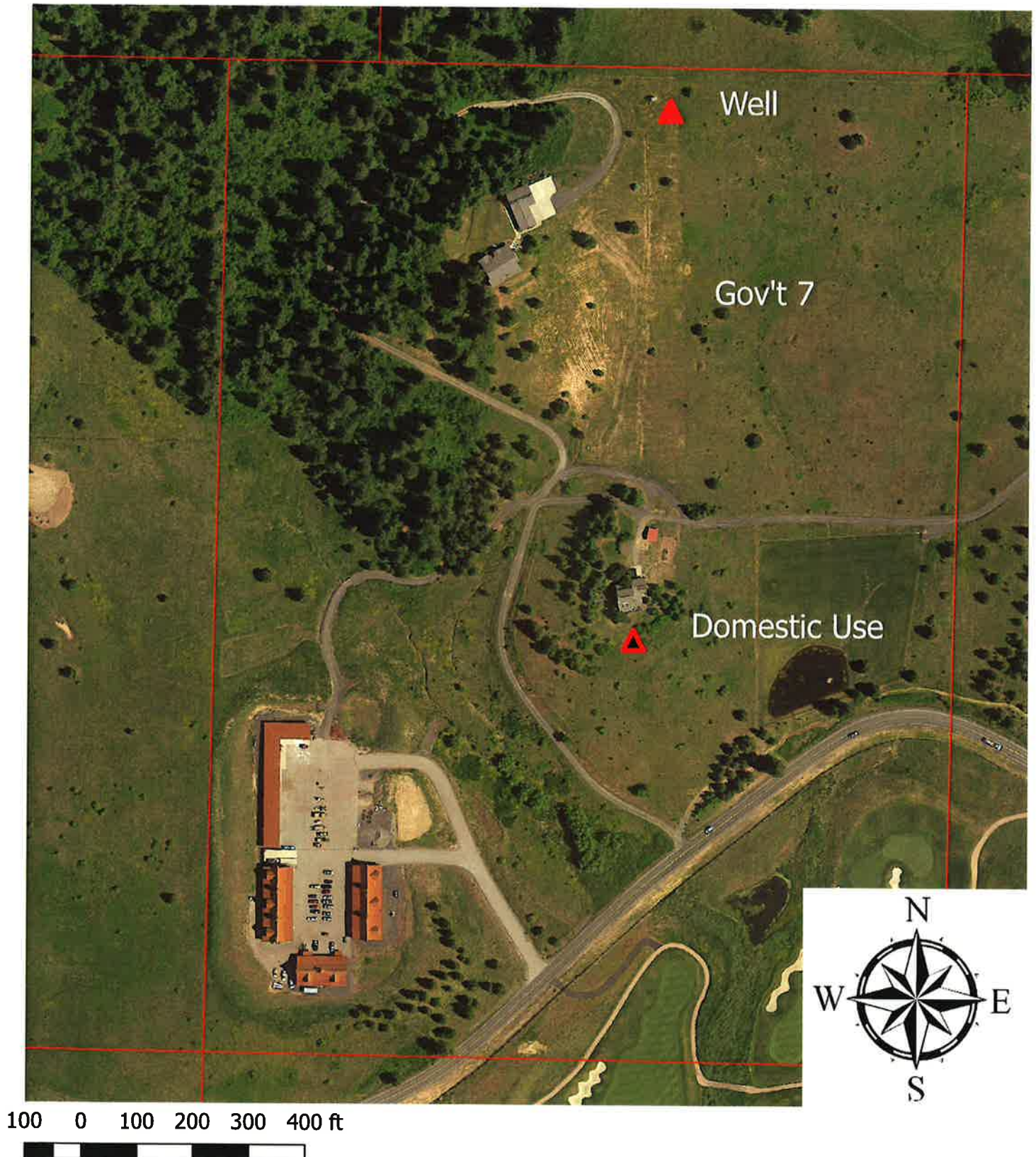


**ENGINEERING
&
SURVEYING**

RECORD OF SURVEY FOR MIKE NEWELL KOOTENAI COUNTY, IDAHO	
DEPT. TC	DATE 3/4/93
CADIST	DATE:
REVISION:	
SCALE: 1" = 200'	SHEET No. 1 OF 1
DATE 12/1/92	PLOT. No. 040705

Rock Creek Idaho Holdings LLC

T48N R4W Sec 18



Narrative for Rock Creek Idaho Holdings LLC Domestic Claim

At one time Mike Newell owned 45.2 acres in Government Lot 7 in Section 8 of Township 48 North Range 4 West. By record of survey (ROS) he divided it into four parcels of ten acres or more each thus avoiding any platting requirements.

On 8/10/93 Newell sold Parcel 3 (AKA 48N04W081600) on the ROS to David and Kathleen Parker.

On 8/13/93 Newell sold Parcel 1 (AKA 48N04W081350) to Larry and Karen Wright. This parcel is now owned by David Ross.

On 2/8/94 Newell sold Parcel 2 (AKA 48N04W081250) on the ROS to Paul and Cheryl Miller. Over time, Millers' sold to Lupin, and Lupin ultimately sold to Bachtel.

On 3/30/94 Newell and Lupin entered into an "Easement and Well Use and Maintenance Agreement" (Instrument No. 1355225000) by the terms of which the parties agreed that Miller would drill a well, acknowledged that Miller did drill a well, and agreed the well would be jointly used by Miller and Newell, with an easement to "adjacent property" for a water line, but without specifically describing such "adjacent property". At the time, the only "adjacent property" Newell owned was Parcel 4 on the ROS. A copy of that agreement is attached.

5/12/94 Newell sold Parcel 4 (AKA 48N04W081400) on the ROS to Jones. Jones built a home on this property which is the subject of this Claim to a Water Right and received a Certificate of Occupancy from the county on July 19, 1995. Because it appears that at least a portion of the pump house, electrical and water lines are on Parcel 1, Jones, owner of Parcel 4, and Wright, owner of Parcel 1 entered into an agreement (Instrument No. 193532000) on July 25, 2002 whereby Jones and their successors would have the right of access to the Wright property to maintain the pump house, and water and electrical lines. This agreement was not recorded until March 15, 2005. A copy of that agreement is attached.

1935320

15455 88

ACCOMODATION ONLY

This instrument made and entered into this 25th day of July, 2002, by and between Larry R. Wright and Karen Sue Wright, husband and wife c/o 16400 S. Raven Hill Rd. Coeur d'Alene, ID 83814. (Hereinafter referred to as "Wright") as Grantor; and Richard H. Jones, an unmarried man, 1533 Satre Ave, Coeur d'Alene, ID 83814 and Dorothy A. Jones, an unmarried woman, 16840 S. Raven Hill Rd, Coeur d'Alene, ID 83814, (hereinafter referred as "Jones"), as grantee, as it concerns the use and maintenance of an easement over and across a portion of Wright's real property.

This instrument is based upon the following:

- A. Wright is owner of the following described real property situated in Kootenai County, Idaho:

(See attached legal description labeled Exhibit A)

- B. Jones wishes to obtain an easement from Wright for maintenance, testing, repair, replacement, and inspection of a pump house located in a rectangle approximately 33 feet south of Wright's North Property Line to approximately 48 feet south of Wright's North property line and from his eastern property line west approximately 22 feet.

- C. Jones also wishes to obtain an easement from Wright for the maintenance, repair and replacement of existing electric and water lines 5 feet from center of said lines that lay approximately 22 feet west of Wright's eastern property line.

The general location of the desired easements are depicted on a map attached hereto and incorporated herein by reference as Exhibit "B".

- D. It is necessary that the parties enter into an easement agreement to establish the rights and responsibilities of the parties, their heirs, successors and assigns.

1. Wright does agree to the following, grant, transfer and convey unto Jones and Jones's successors and assigns, a perpetual easement for utility purposes over, across and through the land of Grantor which easement is described as follows:

That portion of Govt. Lot 7 according to the plat recorded in the office of Kootenai County Recorder more specifically described in Exhibit A.

2. The easement is explicitly for maintenance, testing, repair, replacement, and inspection of a pump house water and electric lines and repairing and removing water and electric distribution lines and appurtenances thereto, together with the right to inspect said line.

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF _____

NORTH IDAHO TITLE INS.
2005 MAR 15 A 11:40

2005

DANIEL J. ENGLISH

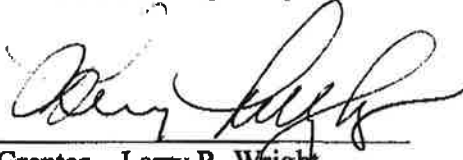
DEPUTY

REC'D 12

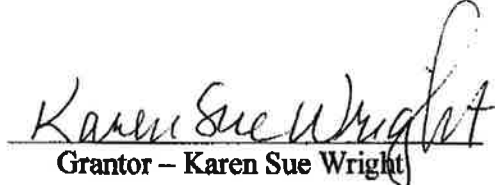
1935320

3. This easement shall be binding upon the heirs, successors and assigns, and all persons holding any right, title or interest in the above described properties.

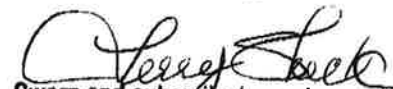
This agreement is entered into by and between the parties who have executed this instrument the day and year mentioned above.

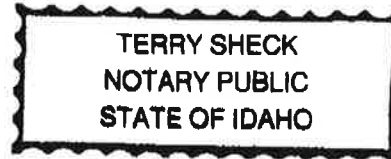


Grantor - Larry R. Wright



Grantor - Karen Sue Wright


Sworn and subscribed to before
me this 16th day of August
2002
Notary Public
County of Kootenai, Idaho
Commission Expires 6-18-04



1935320**1653181**

**Exhibit A
Warranty Deed**

~~24515 S. Hoff's Bay Road, Coeur d'Alene, Idaho~~
~~16400 S. RAVEN HILL RD~~

A parcel of land located in the North Half of Section 8, Township 48 North, Range 4 WBM, Kootenai County, Idaho, said parcel being a portion of Government Lot 7, said Section 8, more particularly described as follows:

COMMENCING at the Northeast corner, Lot 20 as shown on the Record of Survey by Eugene H. Welborn, R.L.S. #1020, filed in Book 4 at page 249, Kootenai County records, from which the center of said Section 8 bears $3^{\circ}28'34''$ West a distance of 1759.89 feet, said Northeast corner being the True Point of Beginning for this description; thence

South $86^{\circ}54'39''$ East along the North boundary line, said Government Lot 7, a distance of 760.00 feet; thence

South $3^{\circ}32'50''$ West, leaving said boundary, a distance of 766.02 feet; thence

North $41^{\circ}42'23''$ West a distance of 133.87 feet; thence

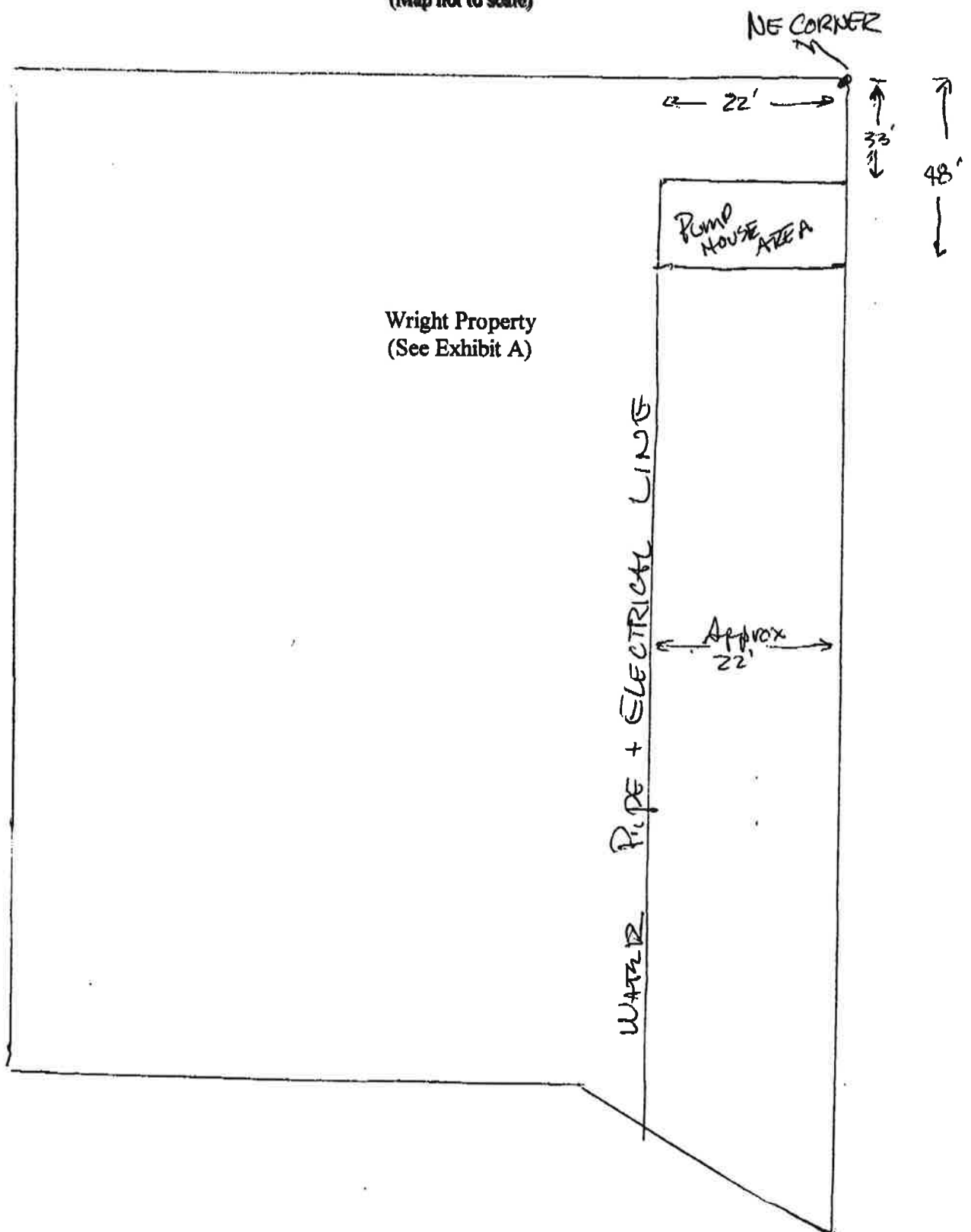
North $86^{\circ}54'39''$ West a distance of 664.09 feet; to the Southeast corner of Lot 20 as shown on the said Record of Survey; thence

North $3^{\circ}28'34''$ East along the Easterly boundary line of said Lot 20 a distance of 671.01 feet to the True Point of Beginning.

1935320

EXHIBIT B

(Map not to scale)



APR 04 1994

THIS INSTRUMENT FILED FOR
RECORD BY FIRST AMERICAN
TITLE COMPANY AS AN ACCOM-
MODATION. IT HAS NOT BEEN EXAM-
INED AS TO ITS EXECUTION OR AS
TO ITS AFFECT UPON THE TITLE.

STATE OF IDAHO } SS
COUNTY OF SCOTLAND }
AT THE RESIDENCE OF
FIRST AMERICAN TITLE

MAY 20 2 19 PM '94

TO: T. David David
DEPUTY
FEES: 1800

21063

EASEMENT AND WELL USE AND MAINTENANCE AGREEMENT

THIS AGREEMENT MADE AND ENTERED into this 30 day of March, 1994, by and between MICHAEL J. NEWELL and LINDA MARIE NEWELL, husband and wife, hereinafter referred to as "NEWELL", and ROBERT W. LUPIN and MICHELLE M. LUPIN, husband and wife, hereinafter referred to as "LUPIN", as it concerns the continued use, maintenance and operation of a water well located on certain real property owned by LUPIN.

This Agreement is based upon the following:

A. LUPIN is the owner of the following described property:

SEE EXHIBIT "A" ATTACHED HERETO

AND BY REFERENCE FULLY INCORPORATED HEREIN

B. The above described property was originally owned by NEWELL who sold the property to PAUL MILLER and CHERYL MILLER, husband and wife, who sold the property to LUPIN. Apart from the sale, arrangements from NEWELL to MILLER to LUPIN were that MILLER would drill a well on the property owned by LUPIN for the joint use of the parties.

C. MILLER did drill a well on the property owned by LUPIN and a well which produces 35 gallons or more per minute was obtained pursuant to a Well Driller's Report obtained from the well driller, ~~United Drilling~~ H2O DRILLING. *RWJ*

D. The parties are desirous of reducing their agreement for recording purposes so that the continued use, maintenance and repair of the well will be established and be binding upon the heirs, successors, and assigns, and all persons holding an interest in the above described property.

1. EASEMENT AND WELL USE AND MAINTENANCE AGREEMENT

dg:mn;lupln,wel

1355225

1355225

NOW, THEREFORE, in mutual consideration the receipt of which is hereby acknowledged, the parties agree as follows:

1. Each party will own an undivided one-half interest in the above well and the water produced thereby.

2. NEWELL may construct and lay a buried water line from the well to adjacent property and LUPIN does hereby grant an easement over the LUPIN property for the installation, maintenance and repair of the water line.

3. In the event either party wishes to produce water from the well, all costs of water production shall be the responsibility of the party so wishing to draw water. All costs for electricity, maintenance and repair shall be the responsibility of the party so wishing to use the well. When the other party wishes to use the water, then the party wishing to use the well shall be entitled to receive water upon the payment of one-half of the cost of water production to the surface (i.e., pump, pressure tank, etc.), but will not be responsible for any repair and/or maintenance which occurred prior to use. After both parties are using the well, the costs will be shared jointly for the continued repair, maintenance and replacement. A separate electrical meter shall be installed at the pump site and each party shall be responsible for one-half of the costs of said meter and electrical costs.

4. In the event the well is in need of repair and/or replacement, and both parties are using the well, then and in that event, the costs will be shared equally, provided, however, that in the event one party's use is disproportionate

2. EASEMENT AND WELL USE AND MAINTENANCE AGREEMENT

dgsmn;lupin.wel

Robert W Lupin 4-19-1994
Michelle Lupin 4-19-1994

1355225

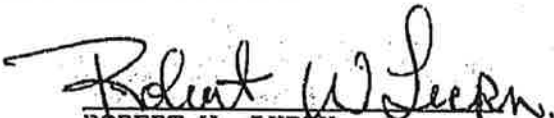
to the other party's use, then and in that event, meters may be installed at the request of either party to be paid jointly, at which time all costs of maintenance, repair and electricity shall be proportionate to use.

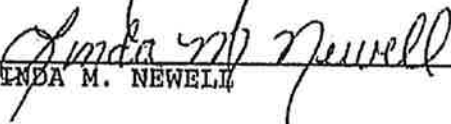
5. LUPIN does hereby grant to NEWELL a non-exclusive easement to come upon the property of LUPIN for the continued repair, maintenance and replacement of the well and water line.

6. This agreement shall be appurtenant to the above described property and shall be binding upon the heirs, successors and assigns of the parties herein.

IN WITNESS WHEREOF the parties hereto have executed this instrument the day and year first above written.


MICHAEL J. NEWELL


ROBERT W. LUPIN


LINDA M. NEWELL


MICHELLE M. LUPIN

3. EASEMENT AND WELL USE AND MAINTENANCE AGREEMENT

dg;mn;lupin,wel

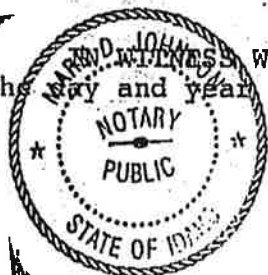
1355225

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 11 day of March, 1994, before me,
NATHAN D. JONES, a Notary Public for the State of
Idaho, personally appeared MICHAEL J. NEWELL and LINDA MARIE
NEWELL, known or identified to me to be the persons whose
names are subscribed to the foregoing instrument and
acknowledged to me that they executed the same.

SHS

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



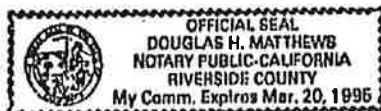
[Signature]
Notary Public for Idaho
Residing in: Coeur d'Alene
Commission Expires: 11/16/99

STATE OF CALIFORNIA)
) ss.
County of: Riverside)

[Signature]
Robert W. Lupin
Michelle Lupin

On this 30 day of March, 1994, before me,
DOUGLAS H. MATTHEWS, a Notary Public for the State of
California, personally appeared ROBERT W. LUPIN and MICHELLE
M. LUPIN, known or identified to me to be the persons whose
names are subscribed to the foregoing instrument and
acknowledged to me that they executed the same.

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



[Signature]
Notary Public for California
Residing in: VENICE, CALIF., RIVERSIDE CO.
Commission Expires: 3-20-95

4. EASEMENT AND WELL USE AND MAINTENANCE AGREEMENT

dg:mmlupin.wel

1355225

EXHIBIT "A"

A parcel of land located in the North half of Section 8, Township 48 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, said parcel being a portion of Government Lot 7, said Section 8, more particularly described as follows:

COMMENCING at the Northeast corner, Lot 20 as shown on the Record of Survey by Eugene H. Walborn, R.L.S. #1020, filed in Book 4 at Page 249, Kootenai County records, from which the center of said Section 8 bears South 3°28'34" West a distance of 1759.89 feet; thence

South 86°54'39" East along the North boundary line, said Government Lot 7, a distance of 760.00 feet to the TRUE POINT OF BEGINNING for this description; thence

South 86°54'39" East continuing along said line a distance of 569.84 feet to the Northeast corner, said Government Lot 7; thence

South 3°37'03" West along the Easterly boundary line, said Government Lot 7, a distance of 766.02 feet; thence

North 86°54'39" West, leaving said line, a distance of 568.90 feet; thence

North 3°32'50" East a distance of 766.02 feet to the TRUE POINT OF BEGINNING.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

1355225

No. 5907

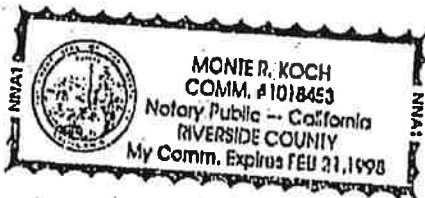
State of California

County of Riverside

On 5/17/94 before me, Monte R. Koch
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Michael J. Newell
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Monte R. Koch
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☒ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ ATTORNEY-IN-FACT ☐ GENERAL
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Easement & Well Use Agreement
TITLE OR TYPE OF DOCUMENT

4

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Robert W. Lupin, Mitchell Lupin
Linda M. Newell
SIGNER(S) OTHER THAN NAMED ABOVE

(Sign once if Firm Official & Operator)