

Werner, Linda

From: Michele Andersen <manderson@idl.idaho.gov>
Sent: Friday, January 31, 2020 12:03 PM
To: Werner, Linda
Cc: Chapple Knowlton, Shantel
Subject: IDL basin 95 claim evidence and POU's
Attachments: TS00000336.pdf; TS00000337.pdf; TS00000643.pdf; TS00000835.pdf; TS00000282.pdf; CSRBA-Claim-Form 95-17028 amended.pdf; CSRBA-Claim-Form 95-17035 amended.pdf; CSRBA-claim-form 95-17033 amended.pdf; CSRBA-Claim-Form 95-17032 amended.pdf; CSRBA-Claim-Form 95-17022 amended.pdf; CSRBA-Claim-Form 95-17021 amended.pdf; CSRBA-Claim-Form 95-17020 amended.pdf

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JAN 31 2020

IDWR / NORTH

Linda-

I have attached the additional evidence necessary for IDL's basin 95 claims. The table below indicates the attached evidence files that support the corresponding claims. I have also attached claim forms which represent our final POU's based on the conversation you and I had at our last meeting. Please let me know if you have any questions or would like to discuss further.

Thank you

claim #	DLR Activity Report	.pdf file name
95-17035	TIMBER SALE. Instrument No: 282. Remarks: Bert R. West, Lumber Co. - Expired 7-21-1926	TS00000282
95-17032	Post Falls Lumber Co. - Cancelled 11-15-1948 . Instrument No: 643	TS00000643
95-17032	E. C. Wert - Cancelled 5-11-1953 . Instrument Number : 336	TS00000336
95-17032	E. C. Wert - Cancelled 5-11-1953 . Instrument Number : 337	TS00000337
95-17020	Post Falls Lumber Co. - Cancelled 11-21-1949 . Instrument Number: 835	TS00000835

Michele Andersen

Technical Services Bureau Chief
Idaho Department of Lands
CDA-Staff Office
208.666.8662
mandersen@idl.idaho.gov

STATE OF IDAHO

State Board of Land Commissioners

BOISE, IDAHO

Intra-Departmental Correspondence

April 18, 1948

Stanton G. Ready

Robert Coulter

Post Falls Lbr. Co. - Timber Sale Application

Post Falls Lumber Company of Post Falls, Idaho, has made application to purchase the Yellow Pine, Douglas Fir, Larch, White Fir, Cedar Saw timber and Cedar Poles on the NE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$, and Lots 1, 2, 3, and 4, Section 36, Twp. 5 $\frac{1}{2}$ N., Rge. 6 W. This timber was recently cruised by Mr. Jack Frederic, State Timber Cruiser.

The Cruiser's report indicates the Yellow Pine to be mostly short with some fine pieces. Other species are of average quality.

Mr. Howard Drake of the Coeur d'Alene office has appraised this timber at the following prices:

Yellow Pine	\$ 3.50
Douglas Fir & Larch	2.00
White Fir & Cedar Saw Timber	1.50
Cedar Poles - an average of	1.45 Ea.

It is my recommendation that this timber be offered for sale on an actual log scale and pole count basis at the prices indicated above, except that a graduated price range be applied to the Cedar Poles, said price to range from 25¢ for 28' and shorter to \$6.00 for poles 40' in length and longer. Purchaser should be allowed two years to remove the timber from the land and should be required to post a surety bond in the amount of \$3,000.00 to insure full compliance with all contractual requirements. In addition to the stumpage price, the purchaser should be required to pay 35¢ per M for all saw timber to cover the cost of scaling and 5¢ per pole for all Cedar Poles to cover the cost of counting.

Enclosed herewith will be found original cruise report prepared by the Cruiser, tabulation indicating the volume and value of timber by species on each legal subdivision, and applicant's check in the amount of \$40.00 to cover advertising charges. It is my recommendation that the sale be approved.

SCR:mp
Encls.

33726-4000

**MEMO TO THE BOARD
Timber Sale Application**

Re: Peck Falls Lumber Company
Peck Falls, Idaho

Land Description: 304, 305, 306, Lots 1, 2, 3, 4
Sec. 36, Twp. 32 N. Rge. 6 E.

Ownership: National

Grant: Public School

Area: 306.36 acres

Appraisal:

Anderson Pine	500 # at \$3.50	\$ 1,750.00
Douglas Fir and		
Aspen	400 # at \$1.00	400.00
White Fir	100 # at 1.50	150.00
Cedar-Red Lumber	10 # at 1.50	15.00
Total Saw Timber	1,000 #	\$ 2,355.00
Cedar Poles	250 Poles 1.25	312.50
		\$ 2,667.50

**Remarks of
Mr. Ready:**

It is my recommendation that this timber be offered for sale on an actual log scale and pole count basis at the prices indicated above, except that a graduated price range be applied to the Cedar Poles. Purchaser should be allowed two years to remove the timber from the land and should be required to post a surety bond in the amount of \$5,000.00. In addition to the stumpage price, the purchaser should be required to pay 25¢ per M for all saw timber to cover the cost of scaling and 5¢ per pole for all Cedar Poles to cover the cost of counting.

4-23-46
WJR:jm

Approved

4-23-46

PLAT 110
MM

STATE OF IDAHO
TIMBER SALE CERTIFICATE AND CONTRACT
No. 835

THIS CERTIFICATE AND CONTRACT, Made and entered into in duplicate this 10th day of June, 1946, by and between the State of Idaho, acting through the State Board of Land Commissioners, party of the first part, hereinafter referred to as the State, and Post Falls Lumber Co. of Post Falls, Idaho party of the second part, hereinafter referred to as the Purchaser, Witnesseth:

That Whereas, on the 10th day of June, 1946, pursuant to due and legal notice and lawful hearing and in full compliance with each and all of the provisions of Chapter 4 of Title 56, Idaho Code Annotated, and amendments thereto, the State has offered for sale at public auction to the highest bidder the certain timber hereinafter described, and the Purchaser above named has made the highest bid therefor in the sum of Four Thousand Six Hundred Sixty-nine and 50/100 Dollars (\$4,669.50) more or less as may be determined by the actual scale of saw timber and the actual count of Cedar Poles.

Now, Therefore, the State hereby agrees to sell, and the Purchaser hereby agrees to purchase, subject to the terms and conditions hereinafter set forth all Ponderosa Pine over eighteen (18) inches in diameter, all Douglas Fir, Larch, White Fir and Cedar Saw Timber over fourteen (14) inches in diameter, and all Cedar Poles over ten (10) inches in diameter.

(all measurements to be taken outside the bark breast high inches above the highest adjacent ground) lying, standing or being on the following described land, to-wit:

<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>Appraised Value</u>
NE $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	36	52 N.	6 W.	\$ 305.50✓
NW $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	36	52 N.	6 W.	555.00✓
SW $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	36	52 N.	6 W.	465.80✓
SE $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	36	52 N.	6 W.	299.00✓
NE $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	36	52 N.	6 W.	1175.70✓
SE $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	36	52 N.	6 W.	560.70✓
NE $\frac{1}{4}$ SW $\frac{1}{4}$	36	52 N.	6 W.	529.80
SE $\frac{1}{4}$ SW $\frac{1}{4}$	36	52 N.	6 W.	894.50
Lot 1	36	52 N.	6 W.	125.50✓
Lot 2	36	52 N.	6 W.	110.00✓
Lot 3	36	52 N.	6 W.	143.20
Lot 4✓	36	52 N.	6 W.	66.00

Total Estimated Value:-

\$4,669.50

That the purchaser will pay for said timber the amount bid, but subject to adjustment, as set forth in paragraphs M to Q, both inclusive, herein, estimated to be the sum of -----

Four Thousand Six Hundred Sixty nine and 90/100-----Dollars (\$4669.50)
(In case of sale on cruise basis, strike out the words "but subject to... estimated to be")

payable in the following manner: The sum of -----
Nine Hundred Thirty-three and 90/100-----Dollars (\$ 933.90)
or principal, and the sum of -----

Two Hundred Twenty-four and 11/100-----Dollars (\$ 224.11)
as interest on the unpaid balance for one year, in cash herewith, the receipt whereof is hereby acknowledged, and the principal balance of
Three Thousand Seven Hundred Thirty-five and 60/100-----Dollars (\$3735.60)
in equal annual installments with interest at the rate of six per cent per annum payable annually in advance, as shown herewith, to-wit:

1. The sum of \$ ----- principal on or before
, 19 , together with interest for the
following year on any unpaid balance;

2. The sum of \$ ----- principal on or before
, 19 , together with interest for the
following year on any unpaid balance;

3. The sum of \$ ----- principal on or before
, 19 , together with interest for the
following year on any unpaid balance;

4. The sum of \$ ----- principal on or before
, 19 , together with interest for the
following year on any unpaid balance;

5. The sum of \$ ----- principal on or before
, 19 , together with interest for the
following year on any unpaid balance;

6. The sum of \$ ----- principal on or before
, 19 , together with interest for the
following year on any unpaid balance;

7. The sum of \$ ----- principal on or before
, 19 , together with interest for the
following year on any unpaid balance;

8. The sum of \$ ----- principal on or before
, 19 , together with interest for the
following year on any unpaid balance;

9. The sum of \$ ----- principal on or before
, 19 , together with interest for the
following year on any unpaid balance;

10. And the final sum of \$3,735.60 principal
on or before June 10 , 1917 .

And it is further understood and agreed between the parties hereto as follows:

A. That time is the essence of this agreement and if default be made in any of the payments, either of principal or interest, to be made hereunder, and any such payment shall remain unpaid for thirty days after the time when it should have been paid, the State Land Commissioner may, by registered letter addressed to such Purchaser at his last known postoffice notify such Purchaser

of such delinquency and of the amount due, and that unless such amount be paid within sixty days after the mailing of such notice, the State will, without further notice, declare all rights of the purchaser in and to said timber forfeited and this certificate and contract relating thereto annulled, and in such event all payments theretofore made by the purchaser shall be forfeited to the State as liquidated damages, and on the declaration of such forfeiture all obligations of the State of Idaho under this certificate and contract and all rights of the Purchaser hereunder shall be terminated and the title and right of possession to such timber shall be in the State as if no sale had ever been made. The covenants of this paragraph shall be continuing ones and shall apply to each successive default and no extension of time to make any particular payment and no failure to declare such forfeiture shall be deemed or considered a waiver of any subsequent default.

B. That if any Merchantable tree of whatever size, other than those described above, is cut, destroyed or damaged by the Purchaser, his agents, employees or subcontractors, the Purchaser agrees to pay the State as liquidated damages at the following rate or rates per thousand feet board measure, log scale, or per cedar pole, to-wit: Nine Dollars (\$9.00) per thousand feet board measure for White Pine; Five and 40/100 Dollars (\$5.40) per thousand feet board measure for Ponderosa Pine; Two Dollars (\$2.00) per Cedar Pole; and Two and 90/100 Dollars (\$2.90) per thousand feet board measure for any other species.

C. That the Purchaser shall not cut any timber except under permits therefor as provided by law and the rules and regulations of the State Board of Land Commissioners and that any payment required as a prerequisite to such permit or permits shall be applied or credited on the unpaid installments hereunder in the order inverse to that in which they fall due. The acceptance by the State of such payment shall not constitute a waiver of any regular installment falling due, and each regular installment and interest shall be paid on or before the date the same becomes due until the combination of all the payments hereunder shall have paid the whole of said purchase price in full with interest.

D. That all timber purchased hereunder must be cut and removed from the described premises within two (2) years of the date of this agreement, unless an extension is ordered from year to year by the State Board of Land Commissioners as provided by law upon payment in advance by the Purchaser of such sum per acre, but not less than sixty cents per acre for each year, as may be determined by the said Board, and that at the end of the period, or the last extension thereof, all timber remaining upon said premises shall be the property of the State, and the Purchaser's right to go upon said lands for the purpose of cutting any timber, trees or timber products, shall terminate.

E. That the Purchaser will furnish or provide for, at Purchaser's own expense, protection during the term of this contract against the starting, existence and spread of fires on the lands herein described; and will pile and burn or otherwise satisfactorily dispose of all slash, including all limbs, tops, brush, debris and other waste material incident to cutting and removal of the timber sold hereunder, and that said protection will be furnished or provided for and said slash disposal will be made in all cases in the manner and within the time provided for by law and the rules and regulations of the State Cooperative Board of Forestry, and that in the event of the failure of the Purchaser to do so, the State, through its proper agent or agents, may without being obligated to do so, do all proper and necessary acts to accomplish said purposes and may recover on demand the costs thereof, together with penalties and any and all other damages arising by reason of such failure, and shall have in addition to the bond provided for herein, all remedies and the security of all liens allowed by law.

F. That the Purchaser will pay all taxes and assessments of whatsoever nature that may be levied or assessed upon or against said timber before delinquency, and that upon failure to do so, the State Board of Land Commissioners may declare the Purchaser's equity forfeited and this certificate and contract annulled in the same manner and with the same force and effect as in the case of the failure of the purchaser to make any of the payments of principal or interest to be made hereunder.

G. That the Purchaser will, as fully as if the owner in fee of the lands on which such timber is standing, comply with all the provisions of Chapter 140 of the Session Laws of the 1937 Regular Session creating "Cooperative Sustained Yield District," and will be guided by the general forest practices therein announced, and any trees which it may be necessary to leave standing for reproduction and/or conservation purposes, as provided in said Act, are excepted from this sale.

H. That upon the execution of this contract and as part hereof, the Purchaser will file with the State of Idaho a good and sufficient surety bond in the principal sum of Three Thousand and No/100 (\$3000.00) Dollars in favor of the State of Idaho, executed by such surety or sureties as are approved by the State Board of Land Commissioners, conditioned that the said Purchaser will in good faith carry out and comply with all the laws now or hereafter applicable to the purchase, ownership, cutting, and/or removal of timber on State lands, all the provisions of this contract at the times and in the manner and in all the details as herein specified, and all the terms and conditions imposed by the State Board of Land Commissioners; and that upon failure on the part of the Purchaser to furnish or to keep such a bond in full force with good and approved sureties during the life of this contract, the State shall have the right to cancel this certificate and contract in the same manner and with the same force and effect as a declaration of forfeiture for default in the payment of any installment.

I. That the Purchaser herein further agrees as provided by Section 56-403, Idaho Code Annotated, as amended, that the timber cut from State lands under this contract, except so much thereof as may be used in the manufacture of wood pulp, shall be manufactured into lumber or timber products within the State of Idaho.

J. That in the event that said Purchaser shall fail to comply with any or all the terms of this certificate and contract and such certificate and contract is cancelled and terminated by the State, all sums of money paid by said Purchaser to the State on account hereof shall remain the property of the State as liquidated damages for the failure of the said Purchaser to comply with the terms and conditions hereof.

K. That no cancellation, termination or forfeiture under any provision of this certificate and contract shall relieve the Purchaser of his surety or sureties from liability to pay any and all costs, taxes and assessments which are due or payable under any of the provisions hereof at the time of such cancellation, termination or forfeiture, or of their liabilities under provisions of the State law relative to slash disposal.

L. That this certificate and contract shall not be assigned by the Purchaser without the written consent to such assignment first having been obtained from the State Board of Land Commissioners.

M. That, whereas, it has been impossible or impracticable to determine by cruise or appraisalment the exact amount of merchantable timber on said described premises, and the bid of the purchaser has been based on an estimate of the amount of timber at the following rate or rates per thousand feet board measure, log scale, or per pole, to-wit: Four and 40/100 Dollars (\$4.40) per thousand feet board measure for Ponderosa Pine; Two and 50/100 Dollars (\$2.50) per thousand feet board measure for Douglas Fir and Larch; One and 90/100 (\$1.90) per thousand feet board measure for White Fir and Cedar Saw timber; and the following for Cedar Poles: Twenty-five (25) feet and shorter, Thirty Cents (30¢) each; thirty (30) and thirty-five (35) feet, Ninety Cents (90¢) each; forty (40), forty-five (45) and fifty (50) feet, One and 86/100 Dollars (\$1.86) each; fifty-five (55) and sixty (60) feet, Three and 96/100 Dollars (\$3.96) each; sixty-five (65) and seventy (70) feet, Four and 62/100 Dollars (\$4.62) each; seventy-five (75) feet and up, Seven and 20/100 Dollars (\$7.20) each.

All logs and poles cut under the terms of this certificate and contract shall be arranged on skidways or in decks on or near the sale area so that they may be conveniently counted, or scaled with the Scribner Decimal C. Rule, to the nearest inch and in accordance with regulations of the State Forestry Department by a qualified scaler or scalers selected by the State Board of Land Commissioners. It is specifically understood that title to the timber sold hereunder shall pass upon such scaling or counting and payment for the stumpage at the above rates.

N. That the Purchaser, in addition to all other payments under this contract, will pay the State of Idaho, before removing such logs or poles from such skidways or decks, at the above mentioned rates for any timber in excess of the estimated value given hereinabove, provided that any shortage on one subdivision or subdivisions may be applied on the excess of any other subdivision or subdivisions.

O. That any payments on account of excess timber shall be applied, insofar as may be, on any unpaid installments under this contract in the same manner as payments prerequisite to cutting permits.

P. That, in the event, upon the scaling, counting and removal of all the timber sold hereunder, there remains a credit to the purchaser any shortage as shown by such scale or count on a particular subdivision or subdivisions, the same shall be applied on any sum which may be due under the terms of this contract, and any balance shall be repaid to the purchaser as provided by law for erroneous payments of principal or interest; provided, that, in the event it is determined by such scaling, counting, and removal that the total value of the timber exceeded the total payment made on principal, the purchaser shall pay such balance within 30 days from notice that the same is due and if not so paid shall bear interest at the rate of six per cent per annum until paid.

Q. That the Purchaser will pay on demand or as otherwise agreed all expenses of scaling such timber, including, but not limited to, wages of scalers, board and room, mileage and any other reasonable and necessary at a rate not exceeding the usual rate in the locality for the

State of Idaho, County of Ada, SS.

On this 26 day of June in the year 1946,
before me, Mildred C. Halley a Notary Public in
and for said State, personally appeared Arnold Williams

 , known to me to be the Governor of the
State of Idaho and President of the State Board of Land Com-
missioners, and

Robert Coulter, known to me to be the
State Land Commissioner of the State of Idaho, that executed
the said instrument and acknowledged to me that such State
Board of Land Commissioners and State of Idaho executed the
same.

In Witness Whereof, I have hereunto set my hand and seal
on the day and year last above written.

(Seal)

My commission expires

11-1-1947

Mildred C. Halley
Notary Public Residing at
Boise, Idaho

State of Idaho) SS.
County of Kootenai

On this 15th day of June, in the year 1946,
before me, H. L. Bennett, a Notary Public
in and for the State of Idaho, personally appeared

H. L. Bennett, known to me to be
(INDIVIDUAL — Strike out if not applicable)
the person whose name he subscribed to the within in-
strument, and acknowledged to me that he executed the same.
(PARTNERSHIP — Strike out if not applicable)

~~one of the partners in the partnership of~~

~~and the partner of one of the partners
who subscribed said partnership's name to the foregoing instru-
ment, and acknowledged to me that he executed the same in said
partnership name.~~

(CORPORATION — Strike out if not applicable)
the of the corporation that ex-
ecuted the instrument or the person who executed the instru-
ment on behalf of said corporation, and acknowledged to me that
such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed
my official seal the day and year first above written.

(Seal)

My Commission expires

Mar 5, 1949.

H. L. Bennett
Notary Public for Idaho

Residing at Post Falls, Idaho

IDAHO STATE LAND DEPARTMENT

REPORT OF TIMBER CUT

Contract No. 635 Camp No. _____ Report No. 8

Purchaser Post Falls Lumber Co. Period from May 6, 1948

Address Post Falls, Idaho To May 13, 1948, Incl.

Sale Area Pta. Sec. 36, T. 58 N., R. 6 W. Term of Contract 6/10/46 - 6/10/48

DESCRIPTION	Timber Scaled	No. of Pieces	Scale Feet	Unit Price	Value
Species Cedar Poles	Reported to	165	Pieces	.90	148 50
Material 30' and 35'	Since last Report				
Green or Dead Green	Total to Date	165	Pieces	.90	148 50
Species Cedar Poles	Reported to	217	Pieces	1.86	403 62
Material 10' - 45' and 50'	Since last Report				
Green or Dead Green	Total to Date	217	Pieces	1.86	403 62
Species Cedar	Reported to				
Material Posts	Since last Report	284	Pieces	.03	8 52
Green or Dead Dead	Total to Date	284	Pieces	.03	8 52
Species	Reported to				
Material	Since last Report				
Green or Dead	Total to Date				
Species	Reported to				
Material	Since last Report				
Green or Dead	Total to Date				

Total Stumpage Credits to Date 104.25 \$ 6,196.96

Value of Material Previously Reported \$ 4,173.37

Value of Material Scaled Since Last Report \$ 8.52

Total Reported to Date \$ 4,181.89 TOTAL \$ 4,181.89

Value of Estimated Amount Cut but Not Reported \$ _____

Balance \$ 1,715.07


 (Signature)
 J. E. Beaudoin Deputy State Forester

IDAHO STATE LAND DEPARTMENT

REPORT OF TIMBER CUT

Contract No. 875 Camp No. _____ Report No. 8.7

Purchaser Post Falls Lumber Company Period from May 6, 19 10

Address Post Falls, Idaho To May 13, 19 10 Incl.

Sale Area Pts. Secs 36, T. 52 N., R. 6 E. Term of Contract 6/10/16 - 6/10/18

DESCRIPTION	Timber Scaled	No. of Pieces	Scale Feet	Unit Price	Value	
Species White Pine	Reported to <u>5/6/10</u>	181	13,470	\$ 9.00	121	23
Material Saw Timber	Since last Report					
Green or Dead Green	Total to Date	181	13,470	9.00	121	23
Species Yellow Pine	Reported to <u>5/6/10</u>	5,260	604,980	4.10	2,661	91
Material Saw Timber	Since last Report					
Green or Dead Green	Total to Date	5,260	604,980	4.10	2,661	91
Species D. Fir & Larch	Reported to <u>5/6/10</u>	4,589	109,610	2.50	1,024	10
Material Saw Timber	Since last Report					
Green or Dead Green	Total to Date	4,589	109,610	2.50	1,024	10
Species White Fir	Reported to <u>5/6/10</u>	433	57,180	1.90	109	21
Material Saw Timber	Since last Report					
Green or Dead Green	Total to Date	433	57,180	1.90	109	21
Species Cedar Poles	Reported to <u>5/6/10</u>	16	Pieces	.50	4	80
Material 25' and shorter	Since last Report					
Green or Dead Green	Total to Date	16	Pieces	.50	4	80

STATE OF IDAHO
STATE LAND DEPARTMENT

Boise, Idaho

Adams & Son
Post Falls, Idaho

Dear Sir:

This is to inform you that a bond written by you, as Resident Agent for the hereinafter mentioned Surety, has been released by order of the State Board of Land Commissioners:

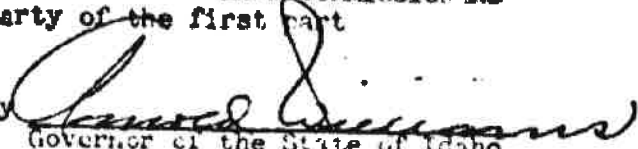
Timber Contract No. 835
Name of Timber Purchaser: Post Falls Lumber Co.
Date of Contract: June 10, 1946
Amount of Bond: \$3,000.00
Effective Date of Release: November 21, 1949
Name of Surety: General Casualty Co. of America

Yours very truly,

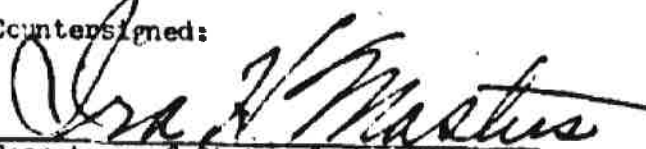
EDWARD WOODLEY
State Land Commissioner

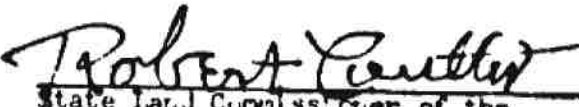
IN WITNESS WHEREOF, The parties hereto have caused
these presents to be duly signed, sealed and executed
the day and year first above written.

STATE OF IDAHO, acting through the
STATE BOARD OF LAND COMMISSIONERS
Party of the first part

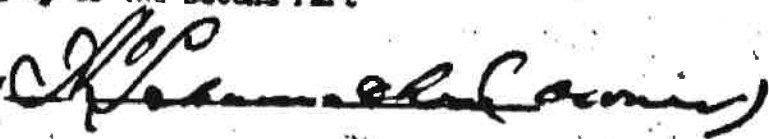
By 
Governor of the State of Idaho
and President of the State Board
of Land Commissioners

Countersigned:


Secretary of State of the State
of Idaho


State Land Commissioner of the
State of Idaho

POST FALLS LUMBER COMPANY
Party of the Second Part

By 

(State Seal)

(Corporate Seal,
if any)

RECEIVED

JAN 31 2020

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

Claim ID: 95-17020

Date Received: _____

Receipt No: _____

Claim Fee: _____ By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of claimant(s) State of Idaho Department of Lands Phone (208) 769-1525
Mailing address Statehouse Boise ID Zip 83720
Street or Box City State
Email address (optional) mandersen@idl.idaho.gov
2. Date of priority: (Only one per claim) 06/09/1930 (Explain priority date selected in Remarks)
Month/Day/Year (YYYY)
3. Source of water supply (Check one) Ground Water () or Other (✓) (a) Unnamed Stream
which is tributary to (b) Hauser Lake
4. a. Location of point of diversion is: Township 52N, Range 06W, Section 36,
SW 1/4 of SE 1/4, Govt. Lot , BM, County of Kootenai
Parcel no. _____
Additional points of diversion, if any: _____
If available, GPS Coordinates _____
- b. If instream flow, beginning point of claimed instream flow is:
Township _____, Range _____, Section _____, _____ 1/4 of _____ 1/4,
Govt. Lot _____, BM, County of _____
Ending point is: Township _____, Range _____, Section _____, _____ 1/4 of _____ 1/4,
Govt. Lot _____, BM, County of _____
5. Description of existing diversion works (dams, reservoirs, ditches, wells, pumps, pipelines, headgates, 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 purposes:

(dates are inclusive MM-DD) (cfs) (acre-feet)

For Fire Protection purposes from 1/1 to 12/31 amount 0.2 or _____

For Industrial purposes from 1/1 to 12/31 amount 0.2 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 0.2 (cfs) and/or (b) _____ (acre-feet)

8. Non-irrigation uses; describe fully (e.g., Domestic: Give number of households served; Stockwater: Type and number of livestock, etc.) _____

9. Description of place of use:

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
52N	06W	36	IF	IF	IF	IF	IF	IF	IF	IF	IF	IF	IF	IF					

Parcel no(s) _____ Total number of acres irrigated _____

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 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 (☐)

13. Remarks (Include an explanation of the priority date selected):
IDL digital land records report that the first timber sales in this area date back to 1930. This is when the first
industrial and fire protection use occurred.

Name of claimant(s) State of Idaho Department of Lands Claim ID _____

Scale: 2 inches equals 1 mile

A 16x16 grid of squares. Each square contains a crosshair pattern formed by two dashed lines intersecting at the center. The grid is composed of 16 columns and 16 rows of these squares.

Name of claimant(s) State of Idaho Department of Lands Claim ID _____

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 95-17020

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 Water System 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

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

_____ of _____
Agent's title (Please print) Name of organization (Please print)

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

Signature of Authorized Agent _____ Date _____

Printed Name of Authorized Agent Michele Andersen

16. **Notice of Appearance:**

Notice is hereby given that I, (please print) _____, will be acting as attorney at law on 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 _____

Name of claimant(s) State of Idaho Department of Lands Claim ID _____