

Affidavit of Publication

STATE OF IDAHO, }
County of Bonner, } ss.

RECEIVED

MAY 17 1973

Department of Water Administration
Northern District Office

L. E. Pietsch being first duly sworn on oath deposes and says that he is Publisher of The Sandpoint News-Bulletin, a weekly newspaper printed and published at Sandpoint, Bonner County, Idaho; that the said Sandpoint News-Bulletin has been continuously and uninterruptedly published in said Bonner County during a period of 18 months or 78 weeks prior to the first publication of the hereto attached notice for publication in the case of Notice of Application For Water Permit, submitted by Michael J. Thompson or James D. Pierce or Vincent Lee Budell, c/o Box 277, Sandpoint, Idaho, Application No. 96-7170.

as it was published in the regular and entire issue of the said paper for a period of two consecutive weeks, commencing on the 3rd day of May, 19 73, and ending on the 10th day of May, 19 73, and that said notice was published in said newspaper, and not in supplemental form.

L. E. Pietsch

Subscribed and sworn to before me this

16th day of May, 19 73.

Blaine's Pointe

Notary Public for Idaho,
Residing at Sandpoint, Idaho.

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that Michael J. Thompson or James D. Pierce or Vincent Lee Budell, c/o Box 277, Sandpoint, Idaho have on April 23, 1973 submitted Application No. 96-7170 for a permit to appropriate 0.12 cubic feet per second of water from a ground water source by means of well and pump within the NW $\frac{1}{4}$ -SW $\frac{1}{4}$, Sec. 9, T. 57N, R. 2W, B.M., Bonner County to be used from Jan. 1 to Dec. 31 for domestic purposes within the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 20, T. 57N, R. 2W, B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Administration, 401 Front Ave., Coeur d'Alene, Idaho, 83814 on or before May 21, 1973.

R. KEITH HIGGINSON
Director

Published in the Sandpoint News-Bulletin, Sandpoint, Idaho on May 3 and May 10, 1973. M3-10

96 7170

Sep. 29, 1971 11:35 P
B. de la Cruz, Jr. *497 Min. Co.*
per 70

WATER AGREEMENT

143935

ARTICLES OF AGREEMENT made and entered into this 5th
day of November, 1971, by and between MICHAEL JOHN THOMPSON and
CORINNE M. THOMPSON, husband and wife, owners of the hereinafter
described Tract 1, the parties of the first part, JAMES D.
PIERCE and MARGARET A. PIERCE, husband and wife, owners of the
hereinafter described Tract 2, the parties of the second part,
and VINCENT L. BUDELL and MARY TERESA BUDELL, husband and wife,
owners of the hereinafter described Tract 3, the parties of the
third part,

WITNESSETH: That

WHEREAS, that said parties are the owners of:

Tract 1:

A tract of land located in the Southwest Quarter of
Section 9, Township 57 North, Range 2 West of the
Boise Meridian more fully described as follows:

Beginning at a point on the North-South Section line
said point being South 1° 39' 22" East a distance of
208.7 feet from the West Quarter corner of said
Section 9; thence North 88° 11' 50" East a distance
of 296.48 feet; thence South 2° 16' 00" East a dis-
tance of 417.96 feet; thence South 88° 16' 16" West
a distance of 300.94 feet; thence North 1° 39' 22"
West a distance of 417.55 feet to the point of be-
ginning. Said tract containing 2.86 acres.

Subject to and together with a 5 foot easement along
the South right of way line of County Road for domestic
water line from well located approximately 500 feet
East of said property.

Tract 2:

A tract of land located in the Southwest Quarter of
Section 9, Township 57 North, Range 2, West of the
Boise Meridian more fully described as follows:

Beginning at a point which is South 1° 39' 22"
East along the North-South Section line a distance of
208.7 feet; thence North 88° 11' 55" East a distance
of 296.48 feet from the West Quarter corner of said
Section 9; thence North 88° 11' 55" East a distance
of 296.15 feet; thence South 2° 52' 42" East a dis-
tance of 418.41 feet; thence South 88° 16' 16" West

a distance of 300.62 feet; thence North 2° 16' 00" West a distance of 417.96 feet to the point of beginning. Said tract containing 2.86 acres.

Subject to and together with a 5 foot easement along the South right of way line of County Road for domestic water line from a well located approximately 200 feet East of said property.

Tract 3:

A tract of land located in the Southwest Quarter of Section 9, Township 57 North, Range 2 West of the Boise Meridian more fully described as follows:

Beginning at a point which is South 1° 39' 22" East along the North-South Section line a distance of 208.7 feet; thence North 88° 11' 50" East a distance of 592.63 feet from the West Quarter corner of said Section 9; thence North 88° 11' 50" East a distance of 295.81 feet; thence South 3° 29' 24" East a distance of 418.90 feet; thence South 88° 16' 16" West a distance of 300.29 feet; thence North 2° 52' 42" West a distance of 418.41 feet to the point of beginning. Said tract containing 2.86 acres.

And, WHEREAS, said parties desire to have a water system in common with said three tracts of land above set forth owned and operated by the said parties and their assigns and heirs who may hereafter be owners of said tracts, Now Therefore

IT IS AGREED by and between the parties as follows:

Said three tracts are presently split by a county road running Easterly and Westerly through them, with tracts 1 and 2 having a five foot easement along the South line of said road for a domestic water line as set forth in the deeds thereto from Sandpoint Realty Company, Inc. to said parties. The parties of the third part have drilled and developed a well on the Northerly side of said county road with a line running Southerly under said road to a point along the South right of way boundary thereof, which shall be the point of diversion from said water

GREENE S. HUNT
ATTORNEY AT LAW
SANDPOINT, IDAHO 83864
TELEPHONE 241-2121

96-7170

line to each of said tracts. The parties of the third part hereby giving and granting an easement five feet wide along the South right of way line of said county road from said point of diversion as presently in existence to the Westerly line of said Tract 3. All for the purposes herein set forth. From said point of diversion, one water line shall run to one dwelling upon each of said tracts. Each of said tracts being entitled to only one hookup. Such line shall be 3/4 inches in diameter and the entire system shall be completed no later than the 1st day of August, 1972, including a reservoir at such place near the well as the parties may determine. The parties do further agree that all costs of development of said water system shall be borne equally by the parties hereto. Such development costs being defined as all costs involved in drilling the well, construction and placement of the reservoir and pumps and the pipes to each of the three hookup points on the tracts involved, being one hookup to each tract.

The parties do further agree that all costs of operating said system for electricity and maintenance shall be divided equally among the parties.

It is agreed that the system at this time shall be operated only for domestic purposes. The same shall be to individual dwelling house upon each tract through the size of pipe above indicated. The parties do agree, however, that each of said tracts following one year from the date hereof may connect one additional hookup. The owner of the tract so connecting such additional hookup shall pay therefor the sum of \$200.00 to be divided between or among the other parties to this agreement.

ERNEST A. HUNT
ATTORNEY AT LAW
1300 N. 10TH AVE. S.W.
ALBUQUERQUE, NEW MEXICO 87102

GREENE
ATTORNEY
1300 N. 10TH AVE. S.W.
ALBUQUERQUE, NEW MEXICO 87102

The parties at this date do not know the full extent of the output of said well and agree that for a period of one year from the date hereof studies and records of the output thereof shall be made. If all three parties determine that there be sufficient additional water, said parties may sell additional hookups to other parties from time to time upon request and within such additional determined amount of water. The decision to sell to any additional person or persons must be unanimous, however. The additional person or persons to whom such water may be sold shall forthwith pay for such hookup the sum of \$300.00 which shall be divided three ways among the initial parties hereto. Such additional party or parties shall pay all of their own installation costs for their own water system from the point of diversion to be installed among these initial parties, and thereafter said system shall become a part of the entire system and the new party shall share along with the initial parties all costs of maintenance and upkeep of the entire system and shall pay the pro-rata share of electricity and maintenance therefor. The \$300.00 initially paid by such new member shall go to the three initial members, \$100.00 to each of them.

It is agreed that the entire water system shall be owned in common by the parties hereto and their successors in interest to the three tracts above stated, and by such other persons as these parties may thereafter agree to become part of this system. Likewise, all liabilities shall be borne equally among these parties and such subsequent parties as may become owners thereof. It is agreed, however, that should any party or subsequent parties fail or refuse upon due demand therefor to pay any

GREENE & HUNT
ATTORNEYS AT LAW
200 NORTH SECOND AVENUE
ST. LOUIS, MISSOURI 63104
TELEPHONE 742-5121

96-7170

of the initial costs or costs of electricity, upkeep and maintenance, that upon seven days notice thereof, such tract shall thereafter not be entitled to water from said system and the same shall be shut off at the valve diversion point furnishing said tract or tracts and shall not be opened or used again unless and until all payments in arrears therefor shall be brought current.

This agreement shall be recorded in the office of the County Recorder for Bonner County, Idaho and the intent thereof is that the tracts herein stated and any subsequent tracts which may become part of this agreement shall be bound thereby, the ownership of the water system itself to be appurtenant to said tracts and all persons purchasing the same shall be equally owners thereof and liable for the benefits and liabilities stemming therefrom.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date first above written.

Michael John Thompson
Michael John Thompson

Corinne M. Thompson
Corinne M. Thompson

James D. Pierce
James D. Pierce

Margaret A. Pierce
Margaret A. Pierce

Vincent L. Sudell
Vincent L. Sudell

Mary Teresa Sudell
Mary Teresa Sudell

WILLIAM F. HUNT
ATTORNEY AT LAW
PO BOX 1000, BONNER COUNTY, IDAHO
PH 206-283-1121

WILLIAM F. HUNT
ATTORNEY AT LAW
PO BOX 1000, BONNER COUNTY, IDAHO
PH 206-283-1121

96-7170

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 96-7170 Priority April 23, 1973 Amount 0.04 cfs

THIS IS TO CERTIFY, that Michael J. Thompson or James D. Pierce or Vincent Lee Budell
of Sandpoint, Idaho, has complied with the terms and conditions of Permit
No. 96-7170 issued pursuant to Application for Permit dated April 23, 1973,
and has submitted proof to the Department of Water Resources on April 11, 1974,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 0.04 cfs of water from a ground water source,
tributary to _____, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
<u>Domestic</u>	from <u>Jan. 1</u> to <u>Dec. 31</u>	at <u>0.04</u> cfs and	<u>1.2</u> acre feet
	from _____ to _____	at _____ cfs and	
	from _____ to _____	at _____ cfs and	

(both dates inclusive)

Subject, however, to the condition that no more than 0.04 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
1.2 acre feet per year, said waters to be diverted within the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 9,
Twp. 57 N, Rge. 2 W, B. M. in the County of Bonner

Description and location of place of use:

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
57 N	2 W	9									X	(2 families)							

Total number of acres irrigated _____

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho
Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use
herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 4 day of
September, 19 75.

Director

96
Identification No. 96-7170

Application No. _____

STATE OF IDAHO

LICENSE ISSUED FOR .04 SEC. FT. DEPARTMENT OF WATER ADMINISTRATION
LICENSE PAGE NO. _____

APPROVED

APPLICATION FOR PERMIT

To Appropriate the Public Waters of the State of Idaho
(TYPE OR PRINT IN INK)

1. Name of applicant Michael J. Thompson or James D. Pierce or Vincent Lee Budell
post office address c/o Box 277 Sandpoint, Idaho 83864
2. Source of water supply Existing Well which is a tributary of _____
3. a. Location of point of diversion is NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 9 Township 57N
Range 2W B.M. Bonner County; additional points of diversion if any: _____

b. If water is not consumed, it will be discharged into _____ at a point in _____ $\frac{1}{4}$
of _____ $\frac{1}{4}$ of Section _____ Township _____ Range _____ B.M. _____
4. Water will be used for the following purposes:
Amount .12 cfs for Domestic purpose from 1-1 to 12-31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated:
a. .12 cubic feet per second and/or
b. _____ acre feet per annum.
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. _____
Well w/pump

b. Height of storage dam _____ feet, active reservoir capacity _____ acre feet; total reservoir
capacity _____ acre feet, materials used in storage dam: _____
Period of year during which storage will occur _____ to _____ inclusive.
(Mo. Day) (Mo. Day)
c. Proposed well diameter is 12 inches; proposed depth of well is 24 feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use
is 1 years.
b. Estimated construction cost is \$ 1500.00.
8. Description of proposed uses:
a. If water is **not** for irrigation:
(1) Give the place of use of water: NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 20 Township 57N
Range 2 W B.M.
(2) Amount of power to be generated: _____ hp under _____ feet of head.
(3) List number of each kind of livestock to be watered _____

(4) Name of municipality to be served _____, or number of families to be
supplied with domestic water 3.
(5) If water is to be used for other purposes describe: _____

96 7170

b. If water is for irrigation, indicate acreage in each subdivision in the tabulation below:

[illegible]

Total number of acres to be irrigated_____

c. Describe any other water rights used for the same purposes as described above. _____

9. a. Who owns the property at the point of diversion Vincent Lee Budell
- b. Who owns the land to be irrigated or place of use Thompson, Pierce, and Budell
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing Application is made as per the enclosed Articles of Agreement of Record in Bonner County

10. Remarks This well obtains a good portion of its water from the subsurface flow of an unnamed creek originating in NE1/4 of Sec 8 Twp 57N R 2W BM, and running through the above described properties.

11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.

Handwritten notes on the map grid:

- stream
- well
- see 9
- T59N R2W BM

Scale: 2 inches equal 1 mile

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Michael T. Thompson
(Applicant)

96 7170

Proposed priority: 4/23/1973

Received by CR Date 4-23-73 Time 1:30P

Preliminary check by CB Fee \$ 10.00

Receipted by CB Date April 24, 1973 #10631

Publication prepared by CR Date 4-27-73

Published in Sandpoint News-Bulletin

Publication dates 5-3 & 5-10-73

Publication approved CR Date 5-22-73

Priority reduced to _____ Reason _____

Protests filed by: _____

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by dr DE

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER ADMINISTRATION

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 96-7170, and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions:

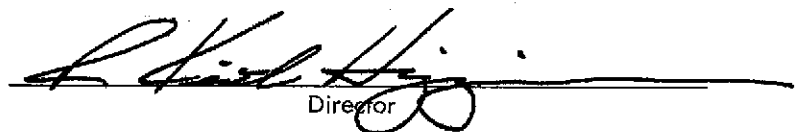
a. SUBJECT TO ALL PRIOR WATER RIGHTS.

b. Proof of construction of works and application of water to beneficial use shall be submitted on or before June 1, 19 74.

c. Other: _____

2. Denial of said application is for the following reasons: _____

Witness my hand this 29th day of May 19 73.


Director

COA 4

WATER AGREEMENT

ARTICLES OF AGREEMENT made and entered into this _____ day of October, 1971, by and between MICHAEL JOHN THOMPSON and CORINNE M. THOMPSON, husband and wife, owners of the hereinafter described Tract 1, the parties of the first part, JAMES D. PIERCE and MARGARET A. PIERCE, husband and wife, owners of the hereinafter described Tract 2, the parties of the second part, and VINCENT L. BUDELL and MARY TERESA BUDELL, husband and wife, owners of the hereinafter described Tract 3, the parties of the third part,

WITNESSETH: That

WHEREAS, that said parties are the owners of:

Tract 1:

A tract of land located in the Southwest Quarter of Section 9, Township 57 North, Range 2 West of the Boise Meridian more fully described as follows:

Beginning at a point on the North-South Section line said point being South 1° 39' 22" East a distance of 208.7 feet from the West Quarter corner of said Section 9; thence North 88° 11' 50" East a distance of 296.48 feet; thence South 2° 16' 00" East a distance of 417.96 feet; thence South 88° 16' 16" West a distance of 300.94 feet; thence North 1° 39' 22" West a distance of 417.55 feet to the point of beginning. Said tract containing 2.86 acres. Subject to and together with a 5 foot easement along the South right of way line of County Road for domestic water line from well located approximately 500 feet East of said property.

Tract 2:

A tract of land located in the Southwest Quarter of Section 9, Township 57 North, Range 2, West of the Boise Meridian more fully described as follows:

Beginning at a point which is South 1° 39' 22" East along the North-South Section line a distance of 208.7 feet; thence North 88° 11' 55" East a distance of 296.48 feet from the West Quarter corner of said Section 9; thence North 88° 11' 55" East a distance of 296.15 feet; thence South 2° 52' 42" East a distance of 418.41 feet; thence South 88° 16' 16" West a distance of 300.62 feet; thence North 2° 16' 00" West a distance of 417.96 feet to the point of beginning. Said tract containing 2.86 acres. Subject to and together with a 5 foot easement along the South right of way line of County Road for domestic water line from a well located approximately 200 feet East of said property.

Tract 3:

A tract of land located in the Southwest Quarter of Section 9, Township 57 North, Range 2 West of the

96 7170

Copy 46

This description wrong one case left out

Boise Meridian more fully described as follows:

Beginning at a point which is South 1° 39' 22" East along the North-South Section line a distance of 208.7 feet; thence North 88° 11' 50" East a distance of 592.63 feet from the West Quarter corner of said Section 9; thence North 88° 11' 50" East a distance of 418.90 feet; thence South 88° 16' 16" West a distance of 300.29 feet; thence North 2° 52' 42" West a distance of 418.41 feet to the point of beginning. Said tract containing 2.86 acres.

And, WHEREAS, said parties desire to have a water system in common with said three tracts of land above set forth owned and operated by the said parties and their assigns and heirs who may hereafter be owners of said tracts, Now Therefore

IT IS AGREED by and between the parties as follows:

Said three tracts are presently split by a county road running Easterly and Westerly through them with tracts 1 and 2 having a five foot easement along the South line of said road for a domestic water line as set forth in the deeds thereto from Sandpoint Realty Company, Inc. to said parties. The parties of the third part have drilled and developed a well on the Northerly side of said county road with a line running Southerly under said road to a point along the South right of way boundary thereof, which shall be the point of diversion from said water line to each of said tracts. The parties of the third part hereby giving and granting an easement five feet wide along the South right of way line of said county road from said point of diversion as presently in existence to the Westerly line of said Tract 3. All for the purposes herein set forth. From said point of diversion, one water line shall run to one dwelling upon each of said tracts. Each of said tracts being entitled to only one hookup. Such line shall be _____ inches in diameter and the entire system shall be completed no later than the _____ day of _____, 1972, including a reservoir at such place near the well as the parties may determine. The parties do further agree that all

Copy

costs of development of said water system shall be borne equally by the parties hereto. Such development costs being defined as all costs involved in drilling the well, construction and placement of the reservoir and pumps and the pipes to each of the three hookup points on the tracts involved, being one hookup to each tract.

The parties do further agree that all costs of operating said system for electricity and maintenance shall be divided equally among the parties.

It is agreed that the system at this time shall be operated only for domestic purposes. The same shall be to individual dwelling house upon each tract through the size of pipe above indicated. The parties do agree, however, that each of said tracts following one year from the date hereof may connect one additional hookup. The owner of the tract so connecting such additional hookup shall pay therefor the sum of ²⁰⁰\$100.00 to be divided between or among the other parties to this agreement.

The parties at this date do not know the full extent of the output of said well and agree that for a period of one year from the date hereof studies and records of the output thereof shall be made. If all three parties determine that there be sufficient additional water, said parties may sell additional hookups to other parties from time to time upon request and within such additional determined amount of water. The decision to sell to any additional person or persons must be unanimous, however. The additional person or persons to whom such water may be sold shall forthwith pay for such hookup the sum of \$300.00 which shall be divided three ways among the initial parties hereto. Such additional party or parties shall pay all of their own installation costs for their own water system from the point of diversion to be installed among these initial parties, and thereafter said system shall become a part of the entire system

Copy
and the new party shall share along with the initial parties all costs of maintenance and upkeep of the entire system and shall pay the pro-rata share of electricity and maintenance therefor. The \$300.00 initially paid by such new member shall go to the three initial members, \$100.00 to each of them.

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This agreement shall be recorded in the office of the County Recorder for Bonner County, Idaho and the intent thereof is that the tracts herein stated and any subsequent tracts which may become part of this agreement shall be bound thereby, the ownership of the water system itself to be appurtenant to said tracts and all persons purchasing the same shall be equally owners thereof and liable for the benefits and liabilities stemming therefrom.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date first above written.

DEPARTMENT OF WATER ADMINISTRATION
- STAFF ANALYSIS -

Item	Initial	Date	
(1)	<u>ES</u>	<u>4-24-73</u>	Application No. <u>96-7170</u> Name <u>Michael Thompson</u>
(2)	<u>ES</u>	<u>4-24-73</u>	Check: ☒ Signature ☐ Point of Diversion ☒ Quantity of Water and Period of Use ☒ Description of Diverting Works ☒ Time required for C/W and application of water to B/U ☐ Place of Use ☐ Map ☐ Fee
(3)	<u>ES</u>	<u>4-24-73</u>	Send copies to: ☐ Idaho State Health Department <u>N/A</u> ☐ Idaho Fish and Game Department <u>N/A</u> ☐ Bureau of Land Management
(4)	<u>ES</u>	<u>4-24-73</u>	☐ Request Special Use Permit from U.S.F.S. <u>N/A</u> ☐ Request Easement from B.L.M.
(5)	<u>TR</u>	<u>4/24/73</u>	In form for advertising <u>ok</u>
(6)	<u>CR</u>	<u>5-22-73</u>	Affidavit of Publication received <u>MAY 17, 1973</u>
(7)	<u>CR</u>	<u>4-27-73</u>	Final date for protests <u>MAY 21, 1973</u> Protests received: yes <u>no</u> <u>✓</u>
(8)			Date and Place of hearing _____ Decision reached at hearing _____
(9)			Located within Water District No. _____
(10)			Critical groundwater area: yes _____ no <u>✓</u>
(11)	<u>TR</u>	<u>5/22/73</u>	Groundwater levels: ☐ Decline (comment) _____ ☒ Stable (comment) _____ ☐ Increasing (comment) _____
(12)			Comments: _____ _____ _____
(13)	<u>TR</u>	<u>5/22/73</u>	Action recommended: ☒ Approve Priority <u>4/23/73</u> ☐ Deny Reason for Reduction _____ See attached sheet for conditions of approval <u>TR</u> <u>5/22/73</u> No conditions for approval
(14)	<u>TR</u>	<u>5/22/73</u>	District <u>Butte</u> By <u>Michael Thompson</u> Date <u>5/22/73</u> Title <u>Task II</u>

MAY 24 1973

Affidavit of Publication

STATE OF IDAHO, }
County of Bonner, } ss.

RECEIVED

L. E. Pietsch being first duly sworn on oath deposes and says that he is Publisher of The Sandpoint News-Bulletin, a weekly newspaper printed and published at Sandpoint, Bonner County, Idaho; that the said Sandpoint News-Bulletin has been continuously and uninterruptedly published in said Bonner County during a period of 18 months or 78 weeks prior to the first publication of the hereto attached notice for publication in the case of Notice of Application For Water Permit, submitted by Michael J. Thompson or James D. Pierce or Vincent Lee Budell, c/o Box 277, Sandpoint, Idaho, Application No. 96-7170.

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L. E. Pietsch

Subscribed and sworn to before me this

16th day of May, 19 73.

Olivia B. Pratt

Notary Public for Idaho,
Residing at Sandpoint, Idaho.

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that Michael J. Thompson or James D. Pierce or Vincent Lee Budell, c/o Box 277, Sandpoint, Idaho have on April 23, 1973 submitted Application No. 96-7170 for a permit to appropriate 0.12 cubic feet per second of water from a ground water source by means of well and pump within the NW $\frac{1}{4}$ -SW $\frac{1}{4}$, Sec. 9, T. 57N, R. 2W, B.M., Bonner County to be used from Jan. 1 to Dec. 31 for domestic purposes within the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 20, T. 57N, R. 2W, B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Administration, 401 Front Ave., Coeur d'Alene, Idaho, 83814 on or before May 21, 1973.

R. KEITH HIGGINSON
Director

Published in the Sandpoint News-Bulletin, Sandpoint, Idaho on May 3 and May 10, 1973. M3-10

96 7170

September 5, 1975

Re: Permit No. 96-7170

C

Michael J. Thompson or
James D. Pierce or
Vincent Lee Budell
Box 277
Sandpoint, ID 83864

O

Dear Mr. Thompson:

P

Enclosed herewith is a copy of the water license issued on the above referenced permit.

Sincerely,

Y

D. DARLENE REICH
Water Rights Supervisor

DDR:rb

Enc.

RECEIVED

August 21, 1975

Re: Permit No. 96-7170
Michael J. Thompson or
James D. Pierce or
Vincent Lee Budell

Mr. Michael J. Thompson
c/o Box 277
Sandpoint, Idaho 83864

Dear Mr. Thompson:

A representative of this Department has made an examination of the works covered by the above referenced permit and has found the following:

Quantity of water diverted: 0.04 cfs Source: ground water

Amount of water that can be recognized as beneficially used under Idaho law: 0.04 cfs

The maximum quantity diverted shall not exceed 1.2 acre feet per year.

Point of diversion: NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 9, Twp. 57 N, Rge. 2 W, B.M.

Beneficial use: Domestic purposes for two families within the NW $\frac{1}{4}$ -SW $\frac{1}{4}$, Sec. 9, Twp. 57 N, Rge. 2 W, B.M.

Priority date established: April 23, 1973

If you do not concur with these findings please contact this office within 10 days, otherwise a water license will be issued as set forth above.

Our examiner's report also indicates that the water is used by you and Mr. B.V. Tibbetts. In the event you desire that the license be issued in the name of Michael J. Thompson or B.V. Tibbetts, please sign and return the enclosed assignment form within the 10-day period.

Sincerely,

BOBBY D. FLEENOR
Chief, Water Rights

BDF:DR
Enclosure

MICROFILMED

FIELD REPORT,

FIELD REPORT *db* *Logan Co.*

RECEIVED

- TOTAL ACREAGE**

Permit No. 96-7170

Examination for b/u

[illegible]

DATE OF EXAM 8/13/75

ACREAGE
Found 0
Recommended 0

Irrigation Requirement _____ Ac Ft/Ac

USE
Irrigation Q= _____ c.f.s. V= _____ AF/Ann. from _____ to _____
Domestic Q= .04 c.f.s. V= 1.2 AF/Ann. from 1/1 to 12/31
Livestock Q= _____ c.f.s. V= _____ AF/Ann. from _____ to _____

Is water co-mingled? yes _____ no ☒

Name source: _____
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____
County _____

Exchange? yes _____ no ☒

Name source exchanged with: _____
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____
County _____

Point of injection: _____
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____
County _____

Point of exchange: _____
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____
County _____

Total Q measured 0.04 cfs Method of measurement estimated

Total Q recommended 0.04 cfs Meter No. _____ Type _____ Condition _____

Total V recommended 1.2 ad.

Recommended Amendments:
P.D. _____
Place of Use _____
Other _____
None ☒

MEASUREMENT CALCULATION:
estimated by pump and motor capacity

SYSTEM DESCRIPTION:
24" well 12" casing
1/2 h.p. Submersible pump and motor

REMARKS:
2 Families on the well
A Booster pump is used to pump the water up to
Mr. Thompson's house. The other owner is B. V. Tibbets

Examiner's Signature Shel [Signature] Date 8/13/75
Checked by [Signature] Date 8/18/75
Approved by _____ Date _____

April 24, 1974

Re: Permit No. 96-7170

Michael J. Thompson, James D. Pierce,
or Vincent Lee Budell
c/o Box 277
Sandpoint, Idaho 83864

Gentlemen:

We acknowledge receipt of the affidavit submitted as proof of beneficial use for the above referenced permit.

Before a license can be issued, a field examination must be made by a representative of this Department. We cannot tell just when this examination will be made, but our examiner will try to contact you at the time he makes the examination so that you may show him the system.

If you have any questions concerning the field exam, please contact our Northern District Office at 401 Front Ave., Room 209, Coeur d'Alene, Idaho.

Sincerely,

D. Darlene Reich
Water Rights Supervisor

DDR:JG

96-7170

Identification No. _____

Permit No. 96-7170

**STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION**

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE

RECEIVED
APR 11 1974

Department of Water Administration

1. a) Name of Permit Holder Michael J. Thompson
 b) Post Office Address Box 277, Sandpoint, Ida
 2. Permit Number 96-7170
 3. Date of Priority that you are prepared to establish 8/71
 4. a) Source from which water was appropriated well
 b) Location of the point of diversion: NW 1/4 SW 1/4, Section 9
Township 57N, Range 2W Boise Meridian, Other points of diversion: _____

5. a) The amount of water and use to which the water has been applied:
 amount 12 cfs for domestic purposes from 1-1 to 12-31 incl.
 (cfs and/or acre feet per annum) (Month-Day) (Month-Day)
 amount _____ for _____ purposes from _____ to _____ incl.
 (cfs and/or acre feet per annum) (Month-Day) (Month-Day)
 amount _____ for _____ purposes from _____ to _____ incl.
 (cfs and/or acre feet per annum) (Month-Day) (Month-Day)
 b) Total amount appropriated _____ cfs and/or acre feet per annum
 c) Describe how and by whom measurement of rate of flow or amount of storage was made and the qualifications of the person making the measurement: _____

6. If the means of diversion and conveyance are owned by someone other than the Permit Holder:
 a) Give the name or description of the canal, ditch or other works by which the water is conducted to the place of use: _____
 b) Describe the agreement or understanding by which you take water from the works: _____

7. a) Briefly describe the works for diverting and conveying the water to the place of use, (If from a subterranean source, give the pump size, motor size, size of well casing, depth of well; if from surface water, give brief description of diversion structure and/or canal or ditch) 24 ft. well
12 inch casing with 1/2 horse
submersible pump
 b) Describe the type and size of measuring device which you have installed at your point of diversion: _____

c) Give well drillers name and address and date the well was completed completed Aug, 1971
Zinkgraf's Well Drilling
E 1606 Sharp
Spokane, Washington

Exam typed 4/24/74 by jjg

96-7170

8. If for other than irrigation, describe the beneficial use to which you have applied the water and the place of use This is a chemist system as per the enclosed articles of agreement

9. Irrigation uses: Describe the lands irrigated by giving the acreages irrigated within each 40 acre subdivision:

TWP.	RANGE	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total number of acres irrigated _____

10. Remarks: This well obtains most of its water from the subsurface flow of an unnamed creek originating in NE 1/4 of Sec 8 T52N R21W and running through the described properties.

The above information is a true statement of the extent to which the above numbered permit has been developed.

April 8, 1974
(Date)

Michael T. Thompson
(Signature)

State of Idaho ss.
County of Bonner

On this 8 day of April, 1974, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

[Signature]
Notary Public residing at Sandpoint, Idaho

My commission expires 10/17/75

Sept. 29, 1971 11:33
B. de la Cruz, Jr. *497 Main St.*
for 712

Farmer Land Tr. Co.

WATER AGREEMENT

143935

ARTICLES OF AGREEMENT made and entered into this 18th day of November, 1971, by and between MICHAEL JOHN THOMPSON and CORINNE M. THOMPSON, husband and wife, owners of the hereinafter described Tract 1, the parties of the first part, JAMES D. PIERCE and MARGARET A. PIERCE, husband and wife, owners of the hereinafter described Tract 2, the parties of the second part, and VINCENT L. BUDELL and MARY TERESA BUDELL, husband and wife, owners of the hereinafter described Tract 3, the parties of the third part,

WITNESSETH: That

WHEREAS, that said parties are the owners of:

Tract 1:

A tract of land located in the Southwest Quarter of Section 9, Township 57 North, Range 2 West of the Boise Meridian more fully described as follows:

Beginning at a point on the North-South Section line said point being South 1° 39' 22" East a distance of 208.7 feet from the West Quarter corner of said Section 9; thence North 88° 11' 50" East a distance of 296.48 feet; thence South 2° 16' 00" East a distance of 417.96 feet; thence South 88° 16' 16" West a distance of 300.94 feet; thence North 1° 39' 22" West a distance of 417.55 feet to the point of beginning. Said tract containing 2.86 acres.

Subject to and together with a 5 foot easement along the South right of way line of County Road for domestic water line from well located approximately 500 feet East of said property.

Tract 2:

A tract of land located in the Southwest Quarter of Section 9, Township 57 North, Range 2 West of the Boise Meridian more fully described as follows:

Beginning at a point which is South 1° 39' 22" East along the North-South Section line a distance of 208.7 feet; thence North 88° 11' 55" East a distance of 296.48 feet from the West Quarter corner of said Section 9; thence North 88° 11' 55" East a distance of 296.15 feet; thence South 2° 52' 42" East a distance of 418.41 feet; thence South 88° 16' 16" West

SPERRY & BUNT
ATTORNEYS AT LAW
1400 CHURCH AVENUE
BOISE, IDAHO 83724

96-7170

a distance of 300.62 feet; thence North 2° 16' 00" West a distance of 417.96 feet to the point of beginning. Said tract containing 2.86 acres.

Subject to and together with a 5 foot easement along the South right of way line of County Road for domestic water line from a well located approximately 200 feet East of said property.

Tract 3:

A tract of land located in the Southwest Quarter of Section 9, Township 57 North, Range 2 West of the Boise Meridian more fully described as follows:

Beginning at a point which is South 1° 39' 22" East along the North-South Section line a distance of 208.7 feet; thence North 88° 11' 50" East a distance of 592.63 feet from the West Quarter corner of said Section 9; thence North 88° 11' 50" East a distance of 295.81 feet; thence South 3° 29' 24" East a distance of 418.90 feet; thence South 88° 16' 16" West a distance of 300.29 feet; thence North 2° 52' 42" West a distance of 418.41 feet to the point of beginning. Said tract containing 2.86 acres.

And, WHEREAS, said parties desire to have a water system in common with said three tracts of land above set forth owned and operated by the said parties and their assigns and heirs who may hereafter be owners of said tracts, Now Therefore

IT IS AGREED by and between the parties as follows:

Said three tracts are presently split by a county road running Easterly and Westerly through them, with tracts 1 and 2 having a five foot easement along the South line of said road for a domestic water line as set forth in the deeds thereto from Sandpoint Realty Company, Inc. to said parties. The parties of the third part have drilled and developed a well on the northerly side of said county road with a line running Southerly under said road to a point along the South right of way boundary thereof, which shall be the point of diversion from said water

WILLIAM C. HUNN
COUNTY CLERK
SANDPOINT, IDAHO
RECORDED - 1964-11-12

96-7170

line to each of said tracts. The parties of the third part hereby giving and granting an easement five feet wide along the South right of way line of said county road from said point of diversion as presently in existence to the Westerly line of said Tract 3.

All for the purposes herein set forth. From said point of diversion, one water line shall run to one dwelling upon each of said tracts. Each of said tracts being entitled to only one hookup. Such line shall be $\frac{3}{4}$ inches in diameter and the entire system shall be completed no later than the 1st day of August, 1972, including a reservoir at such place near the well as the parties may determine. The parties do further agree that all costs of development of said water system shall be borne equally by the parties hereto. Such development costs being defined as all costs involved in drilling the well, construction and placement of the reservoir and pumps and the pipes to each of the three hookup points on the tracts involved, being one hookup to each tract.

The parties do further agree that all costs of operating said system for electricity and maintenance shall be divided equally among the parties.

It is agreed that the system at this time shall be operated only for domestic purposes. The same shall be to individual dwelling house upon each tract through the size of pipe above indicated. The parties do agree, however, that each of said tracts following one year from the date hereof may connect one additional hookup. The owner of the tract so connecting such additional hookup shall pay therefor the sum of \$200.00 to be divided between or among the other parties to the agreement.

WILLIAM A. BUNT
JULY 20 1972
JULY 20 1972
JULY 20 1972
JULY 20 1972

GREENE
ALLEN
WANDER
JANUARY
1972

96-7170

The parties at this date do not know the full extent of the output of said well and agree that for a period of one year from the date hereof studies and records of the output thereof shall be made. If all three parties determine that there be sufficient additional water, said parties may sell additional hookups to other parties from time to time upon request and within such additional determined amount of water. The decision to sell to any additional person or persons must be unanimous, however. The additional person or persons to whom such water may be sold shall forthwith pay for such hookup the sum of \$300.00 which shall be divided three ways among the initial parties hereto. Such additional party or parties shall pay all of their own installation costs for their own water system from the point of diversion to be installed among these initial parties, and thereafter said system shall become a part of the entire system and the new party shall share along with the initial parties all costs of maintenance and upkeep of the entire system and shall pay the pro-rata share of electricity and maintenance therefor. The \$300.00 initially paid by such new member shall go to the three initial members, \$100.00 to each of them.

It is agreed that the entire water system shall be owned in common by the parties hereto and their successors in interest to the three tracts above stated, and by such other persons as these parties may thereafter agree to become part of this system. Likewise, all liabilities shall be borne equally among these parties and such subsequent parties as may become owners thereof. It is agreed, however, that should any party or subsequent parties fail or refuse upon due demand therefor to pay any

GREENE & HUNT
ATTORNEYS AT LAW
SUITE 100, 1000 AVENUE
SOUTH, DALLAS, TEXAS
TELEPHONE 242-5721

96-7170

of the initial costs or costs of electricity, upkeep and maintenance; that upon seven days notice thereof, such tract shall thereafter not be entitled to water from said system and the same shall be shut off at the valve diversion point furnishing said tract or tracts and shall not be opened or used again unless and until all payments in arrears therefor shall be brought current.

This agreement shall be recorded in the office of the County Recorder for Bonner County, Idaho and the intent thereof is that the tracts herein stated and any subsequent tracts which may become part of this agreement shall be bound thereby, the ownership of the water system itself to be appurtenant to said tracts and all persons purchasing the same shall be equally owners thereof and liable for the benefits and liabilities stemming therefrom.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date first above written.

Michael John Thompson
Michael John Thompson

Corinne M. Thompson
Corinne M. Thompson

James D. Pierce
James D. Pierce

Margaret A. Pierce
Margaret A. Pierce

Vincent M. Pierce
Vincent M. Pierce

Barry Pierce
Barry Pierce

CHIEF OF BUREAU
BONNER COUNTY, IDAHO
RECORDS & CLERK
BY _____
DATE _____

SENDER: Be sure to follow instructions on other side

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S)

(Additional charges required for these services)

☐

Show to whom, date and address
where delivered

☐

Deliver **ONLY**
to addressee

RECEIPT

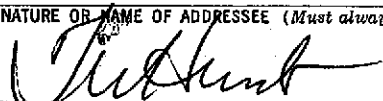
Received the numbered article described below

REGISTERED NO.

SIGNATURE OR NAME OF ADDRESSEE *(Must always be filled in)*

CERTIFIED NO.

1



INSURED NO.

2

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

SHOW WHERE DELIVERED *(Only if requested, and include ZIP Code)*

3

4/3/74

96-770

U.S. POSTAL SERVICE
OFFICIAL BUSINESS



PENALTY FOR PRIVATE USE TO AVOID
PAYMENT OF POSTAGE, \$300

Postmark of Delivering Office

SENDER INSTRUCTIONS

Print in the space below your name, address, including ZIP Code.



- If special services are desired, check block(s) on other side.
- Moisten gummed ends and attach to back of article.



**RETURN
TO**

**DEPARTMENT OF WATER ADMINISTRATION
STATEHOUSE - ANNEX #2
BOISE, IDAHO 83707**

96-7170

April 1, 1974

CERTIFIED MAIL

#25316

Re: Permit No96-7170

Michael J. Thompson, James D. Pierce & Vincent Lee Budell
c/o Box 277
Sandpoint, Idaho 83864

Gentlemen:

One of the conditions of approval of your water Permit No. 96-7170 (see last page of your approved permit) was that evidence of the extent of development be submitted as proof of application of water to beneficial use to this office on or before June 1, 1974. Enclosed is an affidavit form which must be used to submit the required proof of beneficial use.

If you have not fully completed your project, and you have not previously received an extension of time, you may request an extension of time provided the delay is for reasonable cause as indicated in Section 42-204, Idaho Code, amended. If you have been prevented from proceeding by a governmental agency or by litigation, more than one extension of time can be granted.

Either the beneficial use affidavit or a request for an extension of time must be received by this Department on or before the above mentioned date, otherwise the permit will lapse and be of no further force or effect.

R. Keith Higginson

R. KEITH HIGGINSON
Director

Enc: Proof affidavit

96-7170

May 30, 1973

Re: Permit No. 96-7170

Michael J. Thompson, James D. Pierce
and Vincent Lee Budell
c/o Box 277
Sandpoint, Idaho 83864

Gentlemen:

Enclosed is a copy of your approved Application for Permit No. 96-7170. We direct your attention to the conditions of approval as listed on the fourth page.

Sincerely,

BOBBY D. FLEENOR
Assistant Director

BDF:cd

Enclosure

96 7170

April 27, 1973

Re: Application No. 96-7168 Claim No. 96-4058
 " " 96-7169 " " 97-4024
 " " 96-7170

Sandpoint News-Bulletin
P.O. Box 218
Sandpoint, ID 83864

Gentlemen:

Enclosed you will find a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing ample time for you to submit us a galley proof for review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted, assuming the notice is correct. If we have any corrections, we will notify you before the first publication. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. In order to receive payment, the following certification must appear on the bill:

"I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid."

(signature of claimant)

Very truly yours,

Fred Eisenbarth
Northern District Manager

Bill submitted 5-22-73 by cl

FE:CR

Enc: Legal Notices (5)

96 7170

RECEIVED

MAY 17 1973

Department of Water Administration
Bozeman District Office

ADVERTISING INSERTION ORDER

SANDPOINT NEWS-BULLETIN

COMPLETE COVERAGE OF THE SANDPOINT TRADE AREA

P.O. Box 218, Sandpoint, Idaho 83864

To Whom Billed:

Name Idaho Dept. of Water Administration

Address

Name of Advertiser

Ad No.: Ad Size: X

Caption Notice of Application for
Water Permit

Insertion Dates: May 3, 10, 17

Copy:

NO. 6227

5-3-73

DATE

Type of Advertising

☐ National Display

☐ Local Display

☐ Classified Display

☐ Classified

☐ Reader

☐ Card of Thanks

☒ Legal

Michael J. Thompson, James D. Pierce or Lee

Budell

I hereby certify that the foregoing account
is just and correct, that the amount claimed is
legally due after allowing all just credits, and
that no part of the same has been paid.

SANDPOINT NEWS-BULLETIN

By: Thelma Corral

Total Space 34 lines x 51¢
(Col. Inches/Words) (rate)

= \$ 17.34 12.24
(Billing)

96 7170

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that Michael J. Thompson or James D. Pierce or Vincent Lee Budell, c/o Box 277, Sandpoint, Idaho
have ~~had~~ on April 23, 1973 submitted Application No. 96-7170
for a permit to appropriate 0.12 cubic feet per second ~~acres feet per annum~~
of water from a ground water source
by means of well and pump
within the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 9, T. 57N, R. 2W, B.M., Bonner County

to be used from Jan. 1 to Dec. 31
for domestic purposes

within the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 20, T. 57N, R. 2W, B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Administration, 401 Front Ave., Coeur d'Alene, Idaho, 83814 on or before May 21, 1973.

R. KEITH HIGGINSON

Director

Published in the Sandpoint News-Bulletin, Sandpoint, Idaho
on May 3 and May 10, 1973

96 7170

April 26, 1973

Re: Application for Permit No. 96-7170

Michael J. Thompson
c/o Box 277
Sandpoint, ID 83864

Dear Mr. Thompson:

Attached is your receipt No. 10631 in the amount of \$10 for the filing fee on the above referenced application, which was received in this office.

Very truly yours,

Fred Eisenbarth
Northern District Manager

FE:CR

Enc: Receipt

96 7170