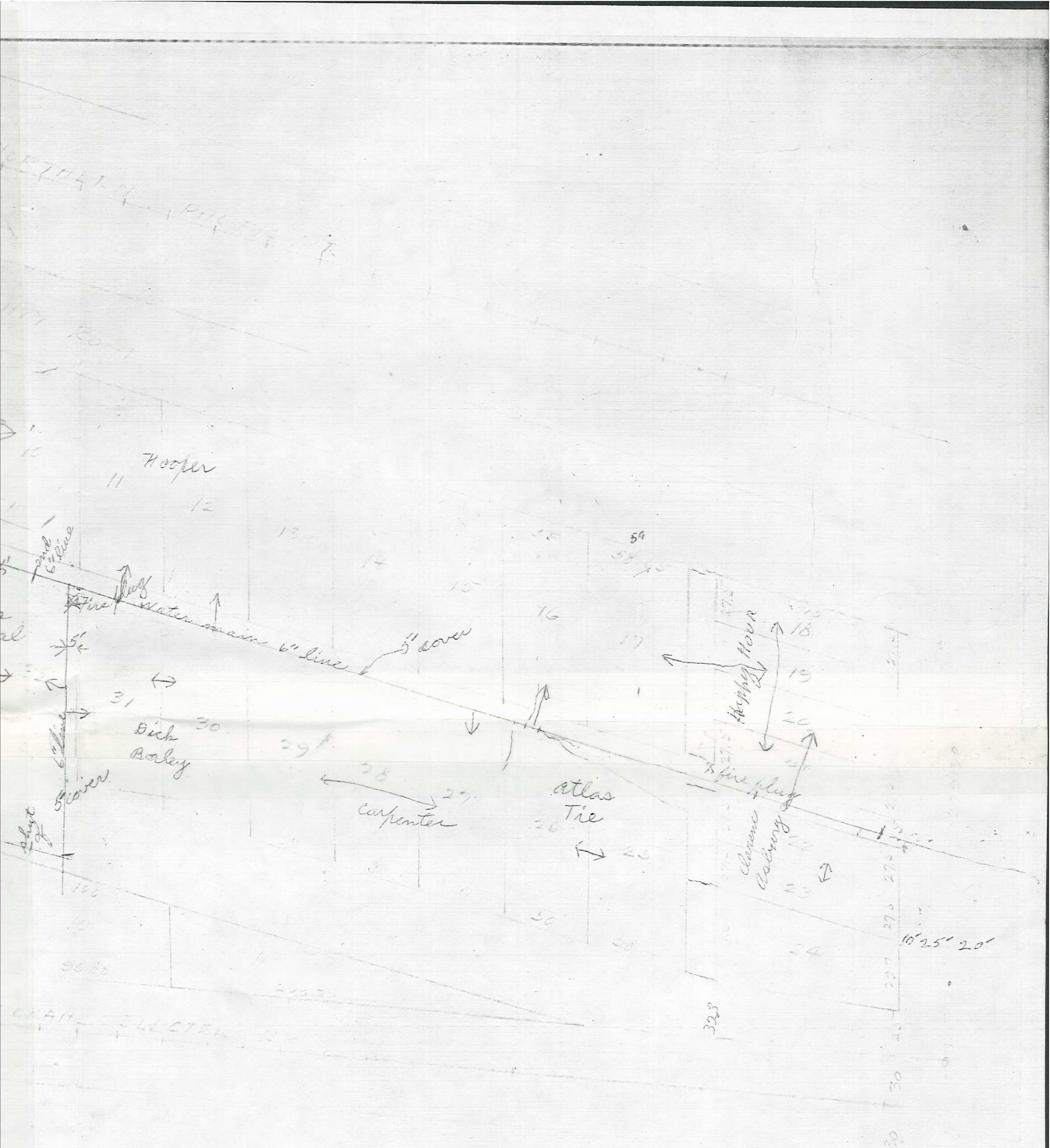




PROPERTY of Lhas-Plihal

PLAT 7
VILLAGE OF HUETTER IDAHO

Traced from First titled Improvement
Water System, Village of Huetter, Idaho
of Map prepared by Walter L. Woodward,
dated 8-6-51.

Mar 8 1963

TH 354

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES



CLAIM TO A WATER RIGHT

Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that City of Huetter (Name of Claimant)
4740 W Ferrel Rd Coeur d'Alene, Id 83814 Telephone No. 765-5131
(Mailing Address) (Zip Code)

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

(1) Date of priority: (When was the water first applied to a beneficial use) August 1952

A claim is not acceptable on a ground water source with a priority later than March 25, 1963 or on a surface water source with a priority later than May 20, 1971. An exception is that a claim may be filed on single family domestic use from a ground water source.

(2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water)
Groundwater tributary to _____

(3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

Quantity	(cfs, af)	Use	(Domestic, Irrigation, Stock, Etc.)	(Both dates inclusive)	
				(Mo., Day)	(Mo., Day)
Quantity <u>0.18 cfs</u>		Use <u>Municipal</u>		Period of Use From <u>1/1</u>	To <u>12/31</u>
Quantity <u>0.08 cfs</u>		Use <u>Domestic</u>		Period of Use From <u>1/1</u>	To <u>12/31</u>
Quantity <u>0.04 cfs</u>		Use <u>Commercial</u>		Period of Use From <u>1/1</u>	To <u>12/31</u>
Quantity _____		Use _____		Period of Use From _____	To _____
Quantity _____		Use _____		Period of Use From _____	To _____

(4) 0.18 cfs TOTAL QUANTITY USED.
(cfs, af)

(5) A) Point of diversion: (Location of point where water is diverted from its source)
SW 1/4 SW 1/4, Sec. 4 Twp. 50N Rge. 4W B.M., County of Kootenai
Additional points of diversion: _____

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change. 10HP pump with pipeline to place of use.

(6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTAL
			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	
50N	4W	5																X	

No. of acres _____

B) If water is used for other than irrigation, fully describe that use, being as specific as possible: Municipal use in the city of Huetter plus one 3 unit apartment building and small electronics firm outside the city limits with the legal description indicated by an X in item 6(A).

NOTE: Include here the type and number of stock watered: _____

(7) If you are claiming water as a member of an organization, list name of organization: City of Huetter

MICROFILMED

(8) Remarks

Name Village of HuetterAgree. Exp. 7-5-57R/F 925-274

AGREEMENT FOR SERVICE

THIS AGREEMENT made and entered into this 15 day of August, 19 52, by and between THE WASHINGTON WATER POWER COMPANY, hereinafter called the "Company," and Village of Huetter, hereinafter called the "Customer," Witnesseth:

SERVICE TO BE SUPPLIED: The Company will supply and the Customer will take all electric power and energy required by the Customer for pumping for community water system purposes, at present amounting to approximately 5 kw. Electric power and energy to be supplied hereunder will be 3 phase, 3 wire, approximately 60 cycles, approximately 210 volts, and will be delivered by the Company to the Customer at City Well.

TERM: The term of this agreement will be for a period of five (5) years beginning _____ and will continue in effect for an additional five (5) year period after the expiration of the initial five (5) year period unless either party hereto shall notify the other in writing not less than six (6) months prior to the expiration of the initial five (5) year period of its intention to terminate this agreement at the close of the initial five (5) year period.

RATE: Each month during the term of this agreement the Customer will pay the Company for the electric power and energy delivered to it during the preceding month in accordance with the terms of the Company's Schedule 36 as filed with the State regulatory body having jurisdiction, and in effect at the time power and energy is furnished hereunder, except that in the event this agreement is breached by the failure of the Customer to purchase its power requirements hereunder, the Customer will pay as liquidated damages for each of the remaining months of the term of this agreement, herein provided, a monthly charge based on the highest maximum demand established during the 11 months preceding such breach and computed on the demand charge of the rate schedule above provided, but not less than \$1.25 per kw of demand.

RATE REVISION: Should the Company currently have in effect any other applicable rate schedule, the Customer if he so elects may have such schedule substituted for the schedule herein, except that a change in schedule shall not be made more often than once in any 12 months' period.

RULES AND REGULATIONS: This agreement is subject to all applicable rules and regulations of the Company as on file or as may hereafter be filed with the State regulatory body having jurisdiction.

THIS AGREEMENT will inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

THIS AGREEMENT terminates and supersedes agreement between the parties dated None.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by the respective officers thereunto duly authorized the day and year hereinabove first written.

ACCEPTED:

THE WASHINGTON WATER POWER COMPANY

By L. R. Wood /s/ Date 8-15-52
Division Manager

Customer Village of HuetterBy L. G. Dolan, Mayor /s/ Date 8-15-52LaWonda Losh, City Clerk /s/MICROFILMED
1967

MOTOR ELECTRIC WORKS

2024 NO. FOURTH STREET

PHONE 4-4519

COEUR D'ALENE, IDAHO

Sept. 6, 1960

Village of Huetter
Huetter
Coeur d'Alene, Idaho

Dear Sirs:

This is a bid on a Deep Well Water System, converting from 7½ H.P. to 10 H.P. using same column and shaft.

This pump will deliver 80 gals. per. minute at 60 lbs. pressure.

New Berkeley Bowl Assembly	\$ 639.00
New 10 H.P. 1800 RPM Motor	439.00
Bearings for pump column	80.00
Approximate labor	460.00
	\$1,618.00

We cannot pin point the labor down as we do not know how much trouble it will be to pull the column and shaft.

Yours truly,

E. N. Surplus

E. N. Surplus

RECEIVED
SEP 11 1960
MOTOR ELECTRIC WORKS

HAWKINS & MILLER
ATTORNEYS-AT-LAW
320-321 WIGGETT BLDG.
COEUR D'ALENE, IDAHO

September 12, 1955

WM. S. HAWKINS
E. L. MILLER

Village of Huetter
c/o C. J. Hamilton
City

Gentlemen:

The Ohio Match Company is the owner of the property upon which your well house and pumps are situated for your municipal water supply. The Company is not desirous of entering into any term lease because the future needs of the Ohio Match Company are not now known, but it is the desire, as it always has been, of this company to co-operate with its neighbors and you may consider this letter as a tenancy at will for the use of the land that your pump and pump house are now situated upon and you may continue to use the same until further notice from this Company. It is not our desire to in any manner interfere with your municipal water system, however we do not have any record of having given consent to the drilling of the well at that site or the erection of the pump house and installation of the pump. However, have no fear that so long as conditions do not change, we will not require any removal or rent.

It is expressly agreed and understood that in view of the fact that you are using that for the purpose of supplying water for the residents of your village, that the Ohio Match Company does not, by virtue of this consent, in any way become a public utility or a party to any public utility service and that our consent hereto is merely an expression of our desire to co-operate.

Very truly yours,

J. A. Sanford
OHIO MATCH COMPANY

J. A. Sanford

JAS:mm

AFFIDAVIT OF PUBLICATION

NOTICE OF CLAIMS TO WATER RIGHTS

Notice is hereby given that the following claim(s) to water right(s) have been established by diversion and application to beneficial use:

95-4492

CITY OF HUETTER
4740 W. FERREL RD., COEUR
D ALENE, ID 83814

Source: GROUNDWATER

Priority Date: 08/01/1952

Amount: 0.18 CFS

Diversion Point: SWSW Sec 04 T
50N R 04W, KOOTENAI Co.

Use: COMMERCIAL (0.04 CFS)
from 01/01 to 12/31; MUNICIPAL
(0.18 CFS) from 01/01 to 12/31;
DOMESTIC (0.08 CFS) from 01/01
to 12/31

Place of Use: SESE Sec 05 T 50N
R 04W and within the City Limits
of Huefter.

Any exception to any claim of
water right may be filed with the
Director of the Idaho Department
of Water Resources, 4055 Gov't
Way, Coeur d'Alene, ID. 83814.

A. KENNETH DUNN
Director

Legal 456

May 13, 20, 1982

STATE OF IDAHO,
County of Kootenai,

} ss.

_____ being first duly sworn
upon oath deposes and says:

1. I am now and at all times hereinafter mentioned was a citizen of the United States, resident of the State of Idaho, over the age of twenty-one years and not a party of the above entitled action.

2. I am now and at all times hereinafter mentioned was the printer (principal clerk) of the "Coeur d'Alene Press," a newspaper printed and published daily except Sunday in Coeur d'Alene, Kootenai County, Idaho, and having a general circulation in said county.

3. The

Claims to Water Rights

of which the annexed is a printed copy, was published in the regular *Press* issue of said newspaper for *2* consecutive *weeks* commencing on the *13* day of *May*, 1982, and ending on the *20* day of *May*, 1982, and such publication was made as often during said period as said *daily* newspaper was regularly issued.

4. That said newspaper has been continuously and uninterruptedly published in said Kootenai County, during a period of more than seventy-eight consecutive weeks immediately prior to the first publication of said notice.

Allen Hancock

Subscribed and sworn to before me this *20* day of *May*, 1982.

Roberto Marquez

Notary Public for the State of Idaho,
residing at Coeur d'Alene, Idaho.

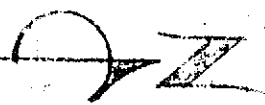
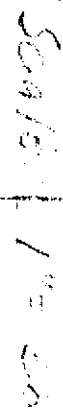
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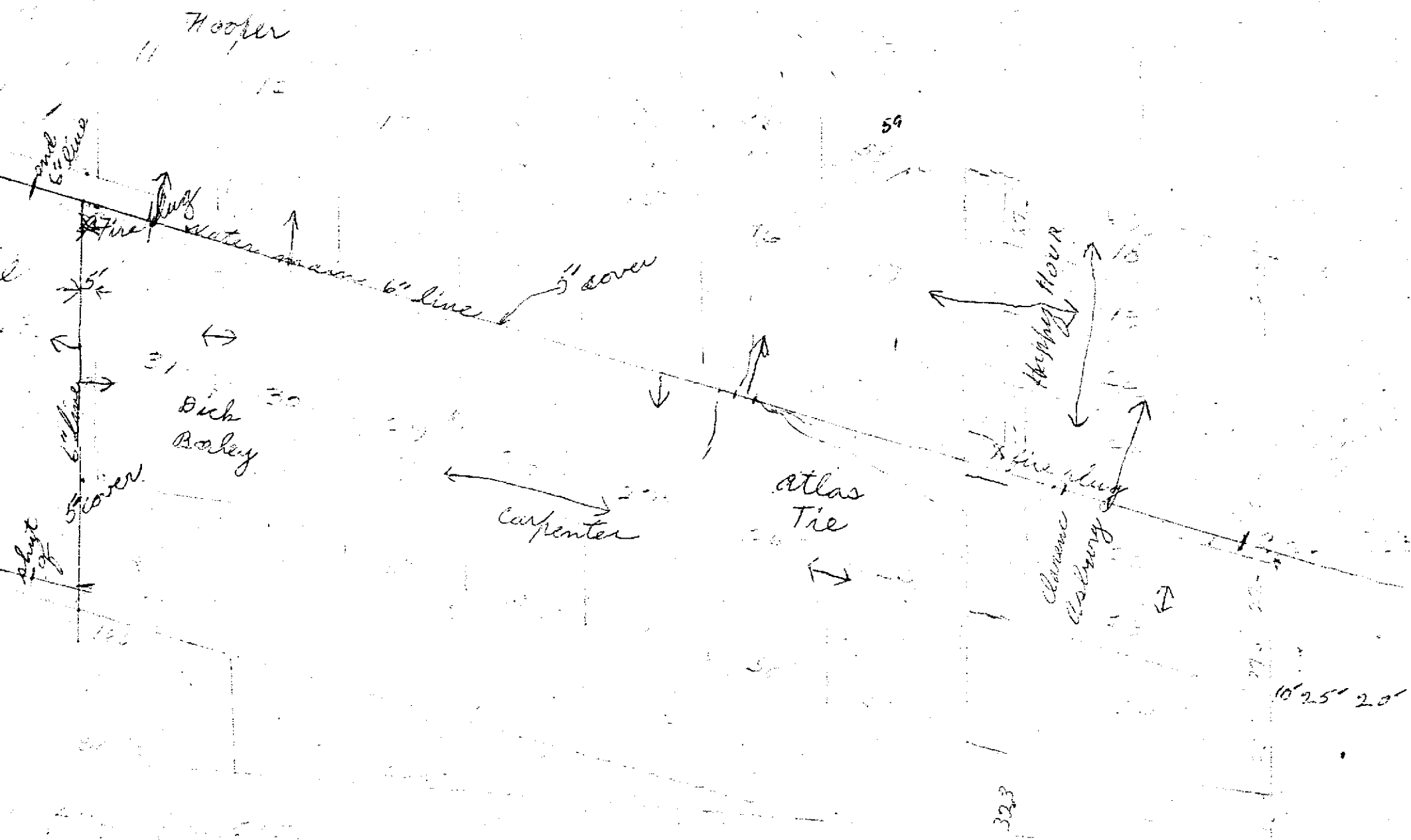
MAY 21 1982

Department of Water Resources
Northern District Office

LEADER

PROPERTY





PROPERTY of Lhas-Plahal

VILLAGE OF HUETTER IDAHO

Tract of land...
 10' 2.5' 20'
 323

State of Idaho
Department of Water Resources

CLAIM ANALYSIS SHEET

INITIAL REVIEW BY: JK

Right Number 95-4492 Applicant 95-4492

NOTE: IF ANY OF THE ITEMS BELOW ARE MISSING, THE CLAIM IS INCOMPLETE AND MUST BE RETURNED IMMEDIATELY TO THE CLAIMANT ALONG WITH THE APPROPRIATE COVER LETTER.

CHECK:

- ☒ Name and address.
- ☒ Date of priority. (Check for a date past the mandatory filing dates.) (One date only.)
- ☒ Source.
- ☒ Quantity, use, period.
- ☒ Point(s) of diversion.
- ☒ Location of use.
- ☒ Signature/notarization/fee.

FINAL REGIONAL PROCESSING REVIEW:

- ☒ Affidavit of publication received.
- ☒ Claim published correctly.
- ☐ Exceptions processed.

By pm Date 6/2/82

STATE OFFICE PROCESSING:

- ☒ Claim review complete.

By kw Date 6/28/82

WATER

RECEIVED
JUN 10 1982

Department of Water Resources

CITY OF HUETTER

4740 W. FERREL RD., COEUR D'ALENE, ID 83814

Source: GROUNDWATER

Priority Date: 08/01/1952

Amount: 0.18 CFS

Diversion Point: SWSW Sec 04 T 50N R 04W, KOOTENAI Co.

Use: COMMERCIAL	(0.04 CFS)	from 01/01 to 12/31
MUNICIPAL	(0.18 CFS)	from 01/01 to 12/31
DOMESTIC	(0.08 CFS)	from 01/01 to 12/31

Place of Use: SESE Sec 05 T 50N R 04W and within the City Limits of
Huetter.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Northern Region

JOHN V. EVANS
Governor
A. KENNETH DUNN
Director

4055 Government Way
Coeur d'Alene, ID 83814
(208) 667-6484

JUNE 1, 1982

CITY OF HUETTER
4740 W. FERREL RD.
COEUR D ALENE ID 83814

RE: Claim No. 95-4492

Dear Claimant:

The Department of Water Resources has completed the advertising of your claim to a water right, and no further action is authorized under Section 42-243 and 42-244, IDAHO CODE. Your claim will be retained in our files and will be available at any time for use by you or the court.

The filing and advertising of the claim does not confirm the water right claimed, but will serve to record and preserve the information and the evidence which you included in your claim.

If, at a later date, you find that you have additional information or supporting evidence that you would like to have included with the claim, you may have that information or evidence added at any time. Please refer to the claim identification number when corresponding with this office.

We are enclosing a copy of your claim for your records. If you have questions, or if this office may be of further assistance, please feel free to contact us.

Yours truly,

Robert G. Haynes, P.E.
Regional Supervisor

Enclosure

MICROFILMED