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SEP 11 2023

DEPARTMENT OF
WATER RESOURCES

James Browitt
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Browitt Law Office
1317 Prospect Ave.
Lewiston, ID 83501
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(509) 758-7829 fax
Email: jbrowitt@browittlaw.com

Attorney for Claimant

**IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE
OF IDAHO, IN AND FORTH THE COUNTY OF TWIN FALLS**

In Re SRBA

Case No. 39576

Subcase 85-15844

**AFFIDAVIT OF
JEWEL M. STEIGERS
IN SUPPORT OF NOTICE
OF CLAIM FOR DEFERRED
DE MINIMIS DOMESTIC USE**

STATE OF IDAHO)
) ss.
County of Nez Perce)

JEWEL M. STEIGERS, being first duly sworn upon oath, deposes and states:

1. I am over the age of 18 years old. I make this affidavit based upon my own personal knowledge and belief of the facts contained herein.
2. In 1967, my husband, Leroy Steigers, and I established a residence on the underlying property, now identified as 31490 Kettenbach Grade, Nez Perce County, Idaho (hereinafter referred to as the "Property"). At the time, the Property was owned by Leroy's parents, Alvin and Mabel Steigers.
3. Domestic water for the Property was initially provided by a shallow well on the

**AFFIDAVIT OF JEWEL M. STEIGERS IN SUPPORT OF NOTICE
OF CLAIM FOR DEFERRED DE MINIMIS DOMESTIC USE**

SCANNED

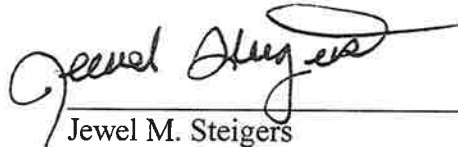
SEP 11 2023

premises that is no longer in existence.

4. In 1977, Alvin Steigers hired Burns Well Drilling to construct a well on the Property (*see* Exhibit 1). The well provided domestic water for the Property in addition to the residence of Alvin and Mabel Steigers, situated on the north side of Kettenbach Grade (hereinafter referred to the “Adjacent Property”).
5. In June of 1987, Burns Well Drilling was hired to deepen the well to its current depth, 630 feet (*see* Exhibit 2).
6. Alvin Steigers died on April 19, 1992.
7. By way of Deed of Gift, recorded October 12, 1995 as Instrument No. 602187, records of Nez Perce County (*see* Exhibit 3) Mabel Steigers conveyed the Property to Leroy Steigers and I, together with all appurtenances, including the well. Said instrument did not reserve to the grantor a right of access to the well or a use of water produced by the well.
8. Leroy Steigers and I have been solely responsible, physically and financially, for maintenance and operation of the well since Alvin Steigers’ death in 1992. Additionally, we have honored an informal agreement to provide domestic water to the Adjacent Property whenever it has been occupied by residents.
9. The Adjacent Property, which has been owned by Steigers Land & Cattle, LLC (“SL&C”) since 2008, has not been continuously occupied since Mabel Steigers moved away from the Adjacent Property in 2001.
10. By way of Limited Warranty Deed, recorded September 12, 2016 as Instrument No. 842864, Records of Nez Perce County, Idaho (*see* Exhibit 4), Leroy Steigers and I conveyed the Property, together with all appurtenances, including the well, to the Leroy and Jewel Steigers Revocable Trust dated September 7, 2016 (hereinafter referred to as the “Trust”).
11. Leroy Steigers died on April 13, 2021. I am the surviving trustee of the Trust.

12. The Trust's ownership interest in SL&C was sold to other shareholders and certain members of the extended Steigers family on December 31, 2022. A condition of the sale was that SL&C would develop an independent source of water for Adjacent Property and agreed to discontinue use of water provided by the Trust no later than December 31, 2023 (*see* Exhibit 5).
13. Water use on the Property does not exceed 13,000 gallons per day.
14. Irrigated land on the Property does not exceed one-half acre.

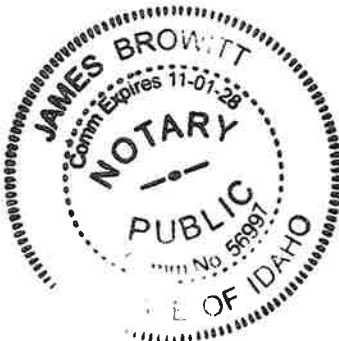
Dated this 31st day of August, 2023.


Jewel M. Steigers

STATE OF IDAHO)
) ss.
County of Nez Perce)

On this 31st day of August, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared JEWEL M. STEIGERS, known or identified to me to be the person whose name is subscribed to the foregoing affidavit and acknowledged to me that she executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.




Notary Public in and for the State of Idaho
Residing at Lewiston
My commission expires November 1, 2028

EXHIBIT 1

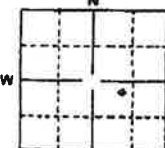
USE TYPEWRITER OR
BALL POINT PEN

State of Idaho
Department of Water Resources

WELL DRILLER'S REPORT

ENTR

State law requires that this report be filed with the Director, Department of Water Resources within 30 days after the completion or abandonment of the well.

1. WELL OWNER Name <u>ALVIN STEIGERS</u> Address <u>CULDESAC</u> Owner's Permit No. <u>85-77-N-58</u>	7. WATER LEVEL Static water level <u>40</u> feet below land surface Flowing? ☐ Yes ☒ No G.P.M. flow <u>-</u> Temperature <u>50</u> ° F. Quality <u>6000</u> Artesian closed-in pressure <u>-</u> p.s.i. Controlled by ☐ Valve ☐ Cap ☒ Plug																																																				
2. NATURE OF WORK ☒ New well ☐ Deepened ☐ Replacement ☐ Abandoned (describe method of abandoning)	8. WELL TEST DATA <u>AIR TEST</u> <u>4 gal</u> ☐ Pump ☐ Bailer ☒ Other Discharge G.P.M. Draw Down Hours Pumped																																																				
3. PROPOSED USE ☒ Domestic ☐ Irrigation ☐ Test ☐ Other (specify type) ☐ Municipal ☐ Industrial ☐ Stock ☐ Waste Disposal or Injection	9. LITHOLOGIC LOG <table border="1"><thead><tr><th rowspan="2">Hole Diam.</th><th colspan="2">Depth</th><th rowspan="2">Material</th><th colspan="2">Water</th></tr><tr><th>From</th><th>To</th><th>Yes</th><th>No</th></tr></thead><tbody><tr><td>8</td><td>0</td><td>9</td><td>CLAY</td><td></td><td>X</td></tr><tr><td>8 1/2</td><td>9</td><td>42</td><td>LAUA</td><td></td><td>X</td></tr><tr><td>6</td><td>42</td><td>52</td><td>DECOMPOSED LAUA</td><td>X</td><td></td></tr><tr><td></td><td>52</td><td>61</td><td>LAUA</td><td></td><td>X</td></tr><tr><td></td><td>61</td><td>82</td><td>CUMBO CLAY</td><td></td><td>X</td></tr><tr><td></td><td>82</td><td>95</td><td>SHALE</td><td></td><td>X</td></tr><tr><td></td><td>95</td><td>120</td><td>LAUA</td><td>X</td><td>X</td></tr></tbody></table>	Hole Diam.	Depth		Material	Water		From	To	Yes	No	8	0	9	CLAY		X	8 1/2	9	42	LAUA		X	6	42	52	DECOMPOSED LAUA	X			52	61	LAUA		X		61	82	CUMBO CLAY		X		82	95	SHALE		X		95	120	LAUA	X	X
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4. METHOD DRILLED ☐ Cable ☒ Rotary ☐ Dug ☐ Other																																																					
5. WELL CONSTRUCTION Diameter of hole <u>6</u> inches Total depth <u>120</u> feet Casing schedule: ☒ Steel ☐ Concrete <u>PVC</u> Thickness Diameter From To <u>.250</u> inches <u>6</u> inches <u>2</u> feet <u>19</u> feet <u>.250</u> inches <u>4</u> inches <u>0</u> feet <u>120</u> feet Was casing drive shoe used? ☐ Yes ☒ No Was a packer or seal used? ☒ Yes ☐ No Perforated? ☒ Yes ☐ No How perforated? ☐ Factory ☐ Knife ☒ Torch Size of perforation <u>1/8</u> inches by <u>6</u> inches Number From To <u>40</u> perforations <u>80</u> feet <u>120</u> feet Well screen installed? ☐ Yes ☒ No Manufacturer's name _____ Type _____ Model No. _____ Diameter _____ Slot size _____ Set from _____ feet to _____ feet Diameter _____ Slot size _____ Set from _____ feet to _____ feet Gravel packed? ☐ Yes ☒ No Size of gravel _____ Placed from _____ feet to _____ feet Surface seal depth <u>19</u> Material used in seal ☐ Cement grout ☒ Pudding clay ☐ Well cuttings Sealing procedure used ☐ Sherry pit ☐ Temporary surface casing ☒ Overbore to seal depth																																																					
6. LOCATION OF WELL Sketch map location must agree with written location. <u>85</u>  Subdivision Name _____ Lot No. _____ Block No. _____ County <u>NEZ PERCE</u> <u>NW</u> 1/4 <u>SE</u> 1/4 Sec. <u>31</u> T. <u>36</u> N. R. <u>2</u> W.	10. Work started <u>10-17-77</u> finished <u>10-18-77</u>																																																				
	11. DRILLER'S CERTIFICATION Firm Name <u>Burns Well Drilling</u> Firm No. <u>103</u> Address <u>RT 2 Box 81C</u> <u>GRANGEVILLE IDA</u> Date <u>10-19-77</u> Signed by (Firm Official) <u>George R. Burns</u> and (Operator) <u>William O. Burns</u>																																																				

USE ADDITIONAL SHEETS IF NECESSARY

FORWARD THE WHITE COPY TO THE DEPARTMENT

EXHIBIT 2

State law requires that this report be filed with the Director, Department of Water Resources within 30 days after the completion or abandonment of the well.

1. WELL OWNER Name <u>ALVIN STEIGERS</u> Address <u>GIFFORD</u> Owner's Permit No. <u>85-97-N-6-1</u>	7. WATER LEVEL Static water level <u>530</u> feet below land surface. Flowing? ☐ Yes ☒ No G.P.M. flow _____ Artesian closed-in pressure _____ p.s.i. Controlled by: ☒ Valve ☐ Cap ☐ Plug Temperature <u>53</u> °F. Quality <u>GOOD</u> Describe artesian or temperature zones below.																																																																						
2. NATURE OF WORK ☐ New well ☒ Deepened ☐ Replacement ☐ Abandoned (describe abandonment procedures such as materials, plug depths, etc. in lithologic log)	8. WELL TEST DATA ☐ Pump ☐ Bailor ☒ Air ☐ Other _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Discharge G.P.M.</th> <th>Pumping Level</th> <th>Hours Pumped</th> </tr> </thead> <tbody> <tr> <td><u>20</u></td> <td><u>630</u></td> <td><u>1</u></td> </tr> </tbody> </table>	Discharge G.P.M.	Pumping Level	Hours Pumped	<u>20</u>	<u>630</u>	<u>1</u>																																																																
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USE ADDITIONAL SHEETS IF NECESSARY - FORWARD THE WHITE COPY TO THE DEPARTMENT

EXHIBIT 3

MICROFILM NO.
602187

Printed and for sale by the National Archives - Boston

INDEXED (✓)
FILMED (✓)
DELIVERED (✓)
MAILED A (✓)

THIS INDENTURE, Made the _____ day of October, in the
year of our Lord one thousand nine hundred and ninety five, between
Mabel Steigers
of the County of Nez Perce, State of Idaho, the part Y of the
first part, and Leroy C. or Jewel M. Steigers - Route 1 - Box 118-A, *SD*
of the County of Nez Perce, State of Idaho, the parties of the *83524*
second part, Witnesseth:

That the said part Y of the first part, for and in consideration of the \$1.00
duty which the said part Y of the first part has and bears unto the said parties of the second part,
as also for the better maintenance, support, protection, and livelihood of the said parties of the second
part, do by these presents give, grant, alien, and confirm unto the said parties of the second part,
and to their heirs and assigns forever, all of the following described real estate, situated in
_____, County of Nez Perce, State of Idaho, to-wit:
Beginning at a point 531 feet North of the Southeast
corner of the Northwest quarter of the Southeast quarter
of Section 31, Township 36N, Range 2W; thence following
Northerly, Westerly, and Southwesterly along the Kettenbaugh
(Butler) Grade for 1,261 feet: thence South Southwesterly
at 200 degrees more or less for 243 feet; thence Northeasterly
at 85 degrees more or less for 106 feet; thence North
Northeasterly at 27 degrees more or less for 333 feet:
thence Easterly to the point of beginning.

Together, With all and singular, the tenements, hereditaments, and appurtenances thereunto belong-
ing, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents,
issues, and profits thereof, and the rents and profits thereof shall be applied to...h...sole and
separate use.

To Have and to Hold, All and singular the said premises, together with the appurtenances, unto the said part of the second part, heirs and assigns forever, as the separate property of the said second part and not in anywise community property.

In Witness Whereof, the said part of the first part ha hereunto set hand and seal the day and year first above written.

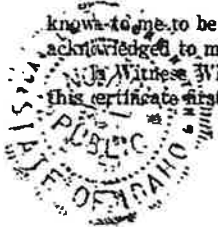
Signed, Sealed and Delivered in Presence of

Mabel M. Steigers (SEAL)
(SEAL)

STATE OF IDAHO,
County of Nez Perce ss.

On this 18 day of Oct, in the year 1995, before me,
Pearce Cunningham, Notary Public,
in and for said State, personally appeared MABEL M Steigers

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that she executed the same.
In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



Pearce L Cunningham
Notary Public for the State of Idaho.
Residing at Lewiston, Idaho.

No. DEED OF GIFT
Mabel Steigers
TO
Leroy C. or Jewel M. Steigers
Dated, 19, ss.
STATE OF IDAHO,
County of Nez Perce
I hereby certify that this instrument was filed for record at request of
at minutes past
o'clock M., this day
of A.D. 19
in my office, and duly recorded in Book
of at page
By Ex-Officio Recorder.
Deputy.
Fees, \$
Mailed to

INST. NO 602187
FILED FOR RECORD
FEE 6.00 REG. BY Jewel Steigers
1995 OCT 12 A 10:50 Rt 1 Box 118A
Caldesar, ID
83524
BETTY J. WILSEY
RECORDER, NEZ PERCE CO. ID.
BY Knight DEPUTY

EXHIBIT 4

Instrument # 842864

NEZ PERCE COUNTY

9-12-2016 11:47:08 AM No. of Pages: 4

Recorded for : CREASON MOORE DOKKEN & GEIDL *

PATTY WEEKS

Fee: 19.00

Ex-Officio Recorder Deputy

Index to: WARRANTY

LIMITED WARRANTY DEED

THE GRANTORS, Leroy C. Steigers, also known as Leroy Cecil Steigers, and Jewel M. Steigers, husband and wife, do hereby convey and warrant all of their interest and any interest they may hereafter acquire to Leroy C. Steigers and Jewel M. Steigers, as Co-trustees of the Leroy and Jewel Steigers Revocable Trust created pursuant to agreement dated September 7, 2016, whose address is 31490 Kettenbach Grade, Culdesac, Idaho 83524, Grantees, the following real property located in Nez Perce County, Idaho, to-wit:

PARCEL 1:

A parcel of land in the Northwest one-quarter (NW¼) of the Southeast one-quarter (SE¼) of Section 31, Township 36 North, Range 2 West, Boise Meridian, Nez Perce County, Idaho more particularly described as follows:

Commencing at the Northwest corner of Section 31 marked by a brass capped concrete monument; thence South 44°24'24" East, 5630.02 feet to a rebar; thence North 0°20'03" East, 821.16 feet; thence North 84°14'17" West, 38.99 feet to a rebar on the westerly right of way line of Kettenbaugh Grade, being the True Point of Beginning; thence North 84°14'17" West, 549.00 feet to a rebar; thence South 44°01'41" West, 333.06 feet to a rebar, thence North 78°08'12" West, 105.89 feet to a rebar, thence North 28°36'00" East, 222.44 feet to a rebar on the southerly right of way line of Kettenbaugh Grade, at the beginning of a tangent 1175.00 foot radius curve concave northwesterly, a radial line to said point bears South 32°33'46" East; thence easterly along said right of way line, along the arc of said curve, through a central angle of 12°21'47", a distance of 253.54 feet; thence along said right of way line, North 45°04'27" East, 300.00 feet to the beginning of a tangent 195.00 foot radius curve concave southerly; thence along said right of way line, along the arc of said curve, through a central angle of 45°04'01", a distance of 153.38 feet; thence along said right of way line, South 89°51'32" East, 100.00 feet to the beginning of a tangent 125.00 foot radius curve concave southwesterly; thence along said right of way line, along the arc of said curve, through a central angle of 89°28'52" a distance of 195.22 feet; and thence along

LIMITED WARRANTY DEED -- 1

Creason, Moore, Dokken & Geidl, PLLC
P.O. Drawer 835, Lewiston ID 83501
(208)743-1516; Fax(208)746-2231

✱ CREASON MOORE DOKKEN & GEIDL
VIA: VALLEY MESSENGER

said right of way line South 0°22'40" East, 335.46 feet to the True Point of Beginning.

Subject to any easements, restrictions or reservation of record. Said parcel of land contains 5.88 acres more or less.

PARCEL 2:

The North one-half of the Northwest quarter of Section 31, Township 36 North, Range 2 West of the Boise Meridian.

Beginning at a point 6 rods South of the Northwest corner of the Southwest quarter of the Northwest quarter, Section 31, Township 36 North, Range 2 West of the Boise Meridian; thence South 22° East a distance of 26 rods; thence South 58°30' East a distance of 33 rods; thence South 24°30' East a distance of 26 rods; thence South 54° East a distance of 18 rods; thence South 62° East a distance of 13 rods; thence North 20° East a distance of 15 rods to a point 2 chains and 10° links North of the Southeast corner of the Southwest quarter of the Northwest quarter of Section 31, Township 36 North, Range 2 West of the Boise Meridian; thence North along the line between the East one-half and the West one-half of said Section 31 to the Northeast corner of the said Southwest quarter of the Northwest quarter of said Section 31; thence West a distance of 80 rods to the Northwest corner of the Southwest quarter of the Northwest quarter of said Section 31; thence South a distance of 6 rods to a place of beginning.

and

The Southeast quarter of the Northwest quarter of Section 31, Township 36 North, Range 2 West of the Boise Meridian. EXCEPTING THEREFROM: beginning at a stake 9 rods, 15 links East of the Northwest corner of the Northeast quarter of the Southwest quarter thence East 33 rods, 14 links; thence North 64°30' West 9 rods, 11 links; thence South 75° East 9 rods; thence North 75° West 9 rods, 20 links; thence South 60° East 9 rods, 20 links, to the place of beginning. Containing one-half acre.

and

Beginning at the Northwest corner of the Northeast quarter of the Southwest quarter of Section 31, Township 36 North, Range 2 West of the Boise Meridian; thence South 10 rods to a stake in the center of the Butler Grade; thence South 43° East 7 rods, 19 links; thence North 54° East 5 rods to a stake on the North side of said Grade; thence North 12 rods, 15 links to a stake on the North line of the

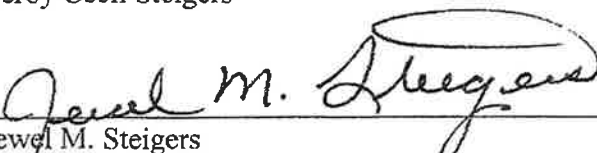
Northeast quarter of the Southwest quarter; thence West 9 rods, 15 links to a place of beginning. EXCEPTING THEREFROM: beginning at a point East 9 rods, 15 links from the Northwest corner of the Northeast quarter of the Southwest quarter of Section 31, Township 36 North, Range 2 West of the Boise Meridian; thence East 478.6 feet along the quarter section line to a point 683 feet West of the Southeast corner of the Northwest quarter; thence Northwesterly at $293^{\circ} 45'$ (magnetic) for 652 feet; thence Southwesterly at $235^{\circ} 30'$ for 112 feet; thence Southwesterly at 192° to Lot 3; thence East along Lot 3 to the Northwest corner of the Northeast quarter of the Southwest quarter; thence South 10 rods to a stake in the center of the Kettenbaugh grade; thence South 43° East 7 rods, 19 links, thence North 54° East 5 rods to a stake on the North side of said Grade; thence North 12 rods, 15 links to the place of beginning.

TO HAVE AND TO HOLD the premises, with their appurtenances, unto the Grantees, their successors and assigns forever. Grantors do hereby covenant to and with the Grantees that they are the owners in fee simple of the premises; that the premises are free from all encumbrances except taxes for the current year; and that they will warrant and defend the same from all lawful claims whatsoever, subject to the following limitation.

The liability and obligation of Grantors to Grantees and Grantees' successors under the warranties contained herein shall be limited to the amount, nature and terms of any title insurance coverage available to Grantors under any title insurance policy. Grantors shall have no liability or obligations except to the extent that reimbursement for such liability or obligation is available to Grantor under any title insurance policy.

DATED: September 7, 2016.


 Leroy C. Steigers, also known as
 Leroy Cecil Steigers


 Jewel M. Steigers

STATE OF IDAHO)
 : ss.
County of Nez Perce)

On this 7th day of September, 2016, before me, the undersigned, a notary public in and for said state, personally appeared Leroy C. Steigers, also known as Leroy Cecil Steigers, and Jewel M. Steigers, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

(SEAL)



Chris J. Moore
Notary Public in and for said State,
residing in or employed at Lewiston.
My Commission Expires: 11-17-2019

EXHIBIT 5

AFTER RECORDING RETURN TO:

* Browitt Law Office
1317 Prospect Avenue
Lewiston, ID 83501

Instrument # 909387

NEZ PERCE COUNTY

8-17-2023 02:30:01 PM No. of Pages: 2

Recorded for : BROWITT LAW OFFICE *

PATTY WEEKS

Ex-Officio Recorder Deputy Fee: 13.00

Index to: AGREEMENT/MISC

**RELEASE OF INTEREST IN WATER AND
AGREEMENT TO DISCONTINUE USE**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Steigers Land & Cattle, LLC (hereinafter "SL&C") releases any and all right, title and claim to water supplied by the well and delivery system (T36N R02W Sec. 31 SW-NE 1/4-1/4) owned by the Leroy and Jewel Steigers Revocable Trust dated September 7, 2016. Jewel M. Steigers, Trustee (hereinafter "Trust") and agrees it will discontinue use of water supplied by the Trust as specified herein.

WHEREAS, the Trust and its predecessors in interest have honored an informal agreement dating back to at least 1995 to supply domestic water to the adjacent residence (T36N R02W Sec. 31 NW-SE 1/4-1/4), now owned by SL&C, when said residence has been occupied; and

WHEREAS, the Trust and SL&C agree it is in the best interest of both parties that SL&C develop an independent source of water for its adjacent residence; and

WHEREAS, the Trust has conveyed its one-third (1/3) ownership interest in SL&C by way of that certain Purchase and Sale Agreement dated December 31, 2023; and

WHEREAS, the sum accepted by the Trust for its one-third (1/3) ownership interest in SL&C reflects a price reduction that will defray, proportionately if not entirely, the anticipated cost for SL&C to construct a new well; and

WHEREAS, SL&C has expressed its intention to move ahead with construction of a new well;

THEREFORE, SL&C hereby confirms the Trust's sole ownership of the existing well and delivery system by releasing any and all right, title and claim to said infrastructure and water supplied thereby. Further, SL&C agrees it will discontinue use of water supplied by the Trust at such time SL&C's newly constructed well and delivery system become operational or by December 31, 2023, whichever occurs first.

/ / /

**RELEASE OF INTEREST IN WATER AND
AGREEMENT TO DISCONTINUE USE**

Dated this 8 day of August, 2023.

STEIGERS LAND & CATTLE, LLC

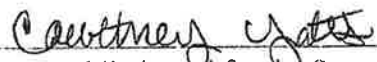
By 
 Chad Steigers
 Authorized Member

STATE OF)
) ss.
 County of)

On this 8 day of August, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared CHAD STEIGERS, Authorized Member of STEIGERS LAND & CATTLE, LLC, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and in due form of law acknowledged that he is authorized on behalf of said entity to execute all documents pertaining hereto and acknowledged to me that he executed the same as his voluntary act and deed on behalf of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.




 Notary Public in and for the State of Idaho
 Residing at Lewiston, ID
 My commission expires April 6, 2029