

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

Ident. Number 95-12803

Date Received: 1-4-10

Receipt No: N023212

Received By:

RECEIVED

JAN 04 2010

NOTICE OF CLAIM TO A WATER RIGHT

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes

Where Daily Use is less than 13,000 gallons per day

IDWR / NORTH

1. Name of Claimant(s) Laurie R. Fondahn Phone (208) 818-0067

Mailing Address P.O. Box 909 Liberty Lake, WA Zip 99019
Street or Box City State

2. Date of Priority: (Only one per claim) 10/18/2002
Month/Day/Year (YYYY)

3. Source of water supply (Check one) Ground Water (✓) or Other () (a) _____
which is tributary to (b) _____

4. Location of Point of Diversion is: Township 49N, Range 06W, Section 1,
NE 1/4 of SE 1/4, or Govt. Lot _____ BM. County of Kootenai;
Parcel (PIN) no. 49N06W017500

Additional points of diversion if any: _____

If available, GPS coordinates: _____

5. Description of diverting works (Wells, Pumps, Spring boxes, Pipelines, Etc.) including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well.

160' well, 6" casing, 4" liner, 6" drive shoe, 1/4" pipe
well to pressure tank, Amtrol Pro-line 81 gal. pressure tank

6. Water is claimed for the following: (limited to Domestic and/or Stockwater uses. See page 1 of the instructions.)
For domestic purposes from 1/1 to 12/31 amount 0.02 cfs
Month/Day Month/Day cfs (✓) or AFY ()

For _____ purposes from _____ to _____ amount _____

7. Total Quantity claimed 0.02 cfs (✓) or AFY ()

8. Non-irrigation uses. Describe fully. (eg. Domestic: give number of households served if single ownership;

Stockwater and Number of livestock) Domestic, 1 home

9. Location of Place of Use is: Township 49N, Range 06W, Section 1,
NE 1/4 of SE 1/4, Govt. Lot _____ BM. Parcel (PIN) no. _____
for (Check One) **Domestic** (✓) **Stock** () **Domestic and Stock** () If different than shown in Item 4

Additional places of use, if any _____

10. In which county (ies) are lands listed above as place of use located? Kootenai

11. Do you own the property listed above as place of use? Yes (✓) No ()

If the 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:

(None)

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 _____

15. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notices in the Coeur d'Alene-Spokane River Basin Adjudication." (b.) I/We do () do not (✓) wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 5

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) Laurie R. Ford Date: 12/31/09

_____ Date: _____

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am

_____ of _____,
Title Organization

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

_____ of _____,
Title Organization

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

Signature of Authorized Agent _____ Date _____

Title and Organization _____

16. Notice of Appearance:

Notice is hereby given that I, _____, will be acting as attorney at law of behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

Last Name _____ Identification No. _____

IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S REPORT

Office Use Only			
Well ID No. _____			
Inspected by _____			
Twp _____	Rge _____	Sec _____	
_____ 1/4	_____ 1/4	_____ 1/4	
Lat: _____		Long: _____	

1. WELL TAG NO. D 0022131
 DRILLING PERMIT NO. _____
 Water Right or Injection Well No. _____

2. OWNER:
 Name LAURIE FONDANIN
 Address 4022 S. COOK ST.
 City SPOKANE State WA Zip 99223

3. LOCATION OF WELL by legal description:
 You must provide address or Lot, Blk, Sub. or Directions to well.
 Twp. 49N North ☐ or South ☐
 Rge. 6W East ☐ or West ☐
 Sec. 1 1/4 NE 1/4 SE 1/4
 Gov't Lot _____
 County KOOTENAI
 Lat: _____ Long: _____
 Address of Well Site 7040 RD.
 City STATE LINE ID
 (Give at least name of road + Distance to Road or Landmark)
 Lt. _____ Blk. _____ Sub. Name _____

4. USE:
☒ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation
☐ Thermal ☐ Injection ☐ Other _____

5. TYPE OF WORK check all that apply (Replacement etc.)
☒ New Well ☐ Modify ☐ Abandonment ☐ Other _____

6. DRILL METHOD:
☒ Air Rotary ☐ Cable ☐ Mud Rotary ☐ Other _____

7. SEALING PROCEDURES

Seal Material	From	To	Weight / Volume	Seal Placement Method
BEADONITE	0	18	9 SACS	100T/DIRY

Was drive shoe used? ☒ Y ☐ N Shoe Depth(s) 18'
 Was drive shoe seal tested? ☒ Y ☐ N How? AIR

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
6	+2	18	.75	STEEL	☒	☐	☒	☐
4	-10	160	200	PVC	☐	☒	☐	☐

Length of Headpipe _____ Length of Tailpipe _____
 Packer ☐ Y ☒ N Type _____

9. PERFORATIONS/SCREENS PACKER TYPE
 Perforation Method SKIL SAW
 Screen Type & Method of Installation _____

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
140	160	1/8x6	40	4	PVC	☐	☒

10. FILTER PACK

Filter Material	From	To	Weight / Volume	Placement Method

11. STATIC WATER LEVEL OR ARTESIAN PRESSURE:
95 ft. below ground Artesian pressure _____ lb.
 Depth flow encountered _____ ft. Describe access port or control devices: _____

12. WELL TESTS:
☐ Pump ☐ Bailor ☒ Air ☐ Flowing Artesian

Yield gal./min.	Drawdown	Pumping Level	Time
20 +			

Water Temp. COLD / CLEAR Bottom hole temp. _____
 Water Quality test or comments: _____

13. LITHOLOGIC LOG: (Describe repairs or abandonment) Water _____

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	Y	N
10	0	2	TOP SOIL		
10	2	18	DECO GRANITE BROWN SOFT		
6	18	29	DECO GRANITE BROWN SOFT		
6	29	36	DECO GRANITE GREY WHITE / MED HARD		
6	36	58	DECO GRANITE GREY MED HARD		
6	58	105	GRANITE BLACK / WHITE MED		
6	105	114	GRANITE BLACK / WHITE FRACTURED	X	
6	114	138	GRANITE WHITE / BLACK MED		
6	138	147	GRANITE WHITE / BLACK SOFT FRACTURED	X	
6	147	160	GRANITE WHITE / BLACK MED W/ FRACS		

Completed Depth 160' (Measurable)
 Date: Started 10-1-02 Completed 10-2-02

14. DRILLER'S CERTIFICATION
 I/We certify that all minimum well construction standards were complied with at the time the rig was removed.
 Company Name FOGLE PUMP Firm No. 531
 Principal Driller J. C. Lively Date 10-2-02
 Driller or Operator II _____ Date _____
 Operator I J. C. Lively Date 10-2-02
 Principal Driller and Rig Operator Required.

**Fogle
Pump &
Supply,
Inc.**

Fogle

PUMP & SUPPLY, INC.

☐ Main Office

316 West Fifth
Colville, WA 99114
1-800-533-6518
(509) 684-2569 Phone
(509) 684-3032 Fax

☐ Republic

P.O. Box 456
Republic, WA 99166
1-800-845-3500
(509) 775-2878 Phone
(509) 775-2877 Fax
775-0498

☒ Spokane

P.O. Box 1450
Airway Heights, WA 99001
1-888-343-WELL
(509) 244-0846 Phone
(509) 244-2875 Fax

Website: FoglePump.com

7840

WELL DRILLING CONTRACT

Name / Address: <u>Mark Idoni /</u> <u>Laurie Fondahn</u> <u>4022 S. COOK ST,</u> <u>SPokane, WA 99223</u>	Date: <u>9 14 02 (Est.)</u> Start Date <u>9-20-02</u> Phone: (<u>509</u>) <u>448-5447 (Est.)</u> Well Depth Phone: () - <u>200'</u> DEPOSIT \$ <u>2,200⁰⁰</u> DATE <u>9-5-02</u> CK# <u>0380</u>
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Legal Description of Property: County Kootenai; NE 1/4 SE 1/4; Sec 1; T 49N; R 6W

UNIT PRICES Move in \$ <u>150⁰⁰</u> ea. <u>6</u> " Drilling <u>13⁰⁰</u> ft. <u> </u> " Drilling <u> </u> ft. <u>6</u> " Casing (*) <u>8⁰⁰</u> ft. <u>4</u> " Liner (PVC) <u>3⁵⁰</u> ft. <u>6</u> " Drive Shoe <u>75⁰⁰</u> ea. Surface Seal \$ <u>225⁰⁰</u> ea. DOE Permit Fee <u>75⁰⁰</u> <u>pd. by Fogle</u>	ADDITIONAL ITEMS: (If Needed) <u>sand wills only</u> Screen per 5 ft <u> </u> \$ <u>800⁰⁰</u> ea. Screen Install <u> </u> per hr. Reaming <u> </u> per hr. Rig Labor <u> </u> per hr. Odex Drilling: <u> </u> ft.	NOTES: Minimum Drilling Charge \$750.00 + Materials * Casing sold 10' lengths only
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A. AGREEMENT. The purchaser hereby engages and employs FOGLE PUMP & SUPPLY INC. to drill a well at the location and on the terms and for the unit prices set forth herein. All work shall be pursuant to the GENERAL CONDITIONS set forth on the back of this page.

B. PAYMENT. All balances due and payable hereunder shall be paid within ten (10) days of completion.

C. ADDITIONAL WORK. Additional labor and materials required and not specified above will be billed as an additional charge. All additional labor, material, and charges shall be agreed to as denoted on an "Additional Charges/Consent Log" which shall be incorporated into this contract. Move in does not include cost of a cat to pull in or out of drill site if required. Artesian wells may require extra time and materials.

D. CONSENT LOG. Contractor shall keep a Consent Log as to all decisions made during the drilling process. Purchaser agrees to be bound by telephonic approval made by purchaser or anyone acting with the apparent authority of the purchaser.

E. DEFAULT IN PAYMENT. If Purchaser fails to pay balance due within ten (10) days of completion, purchaser agrees to late charges of 1.5% per month, and further agrees to the filing of a mechanic's lien upon the property. If contractor shall be required to secure legal services or advice to enforce any of the terms hereunder, the purchaser agrees to pay in full any and all legal expenses, and/or costs incurred in the enforcement of the lien or in the right to payment. In case suit or action is instituted, venue shall be in Stevens County, Washington.

F. SECURITY INTEREST. Purchaser hereby grants to contractor a security interest in the materials and equipment furnished by the contractor, including all pumps, piping, valves, casing, screens, electrical controls and equipment of any nature which may be installed in the well by contractor. Said security interest is to secure payments of all monies when due. Purchaser agrees that contractor shall have all remedies provided by law in event of purchaser's default on payment. Purchaser agrees that all pumps, equipment and other items supplied by contractor shall remain personal property and do not become fixtures.

G. RISKS. Purchaser understands that neither party can tell exactly what will be found underneath the surface of the earth. The contractor does not warrant or guarantee the quantity or quality of water which may be encountered, if any. All operations are at the sole risk of the purchaser and failure to strike water or to obtain water of sufficient quality or quantity, shall in no way release the purchaser from payment of the full contract price.

X Mark Idoni
DRILLING CONTRACTOR

X Laurie Fondahn
OWNER/AGENT

Agreement

Laurie Fondahn

~~Mark Ideni~~

Well-Pump and Pressure System Install

October 8, 2002

This agreement outlines the materials & labor for the items listed below. This work will be done on a lump sum basis.

Well Water Supply System

A 16GPM 11/2 HP Grundfos Stainless Steel Submersible Pump, and 11/2 HP Franklin submersible motor will make up the pump unit. Pump and motor to be set at approximately 160-feet in the 6-inch well. The pump will be set on 11/4 inch galvanized pipe, supported from a 11/4 inch pitless adapter. Included also are: Baker cast iron watertight well cap & vent, Flomatic 11/4 inch check valves ,PVC twisted submersible wire with ground , water proof splices, brass swing joint & other associated equipment.

Pressure System

An Amtrol Pro-Line, 81 gallon pressure tank (*factory warranty on tank will be 5 years*), liquid filled pressure gage, Wilkens pressure relief valve and straight through drain valve. The inside piping will be 1-1/4 brass and or copper piping and other associated equipment needed to make a complete working system.

Electrical & Under Ground Piping and Wiring

Underground piping and wire between the well and the pressure system shall be supplied and installed and will be 11/4" 200PSI Poly pipe and UF 10/3 with ground. *Please note excavation is **NOT** included in this quote.* The electrical work will meet the installed equipment power requirements and the National Electric Code requirements. This quotation also includes State required electrical permit needed for the installation of a water pump. This quote contains the electrical equipment necessary to run the pump only. Power to the pressure tank location will be provided by the owner and must be adequate for the pump.

Controls

The controls include a Franklin control box, heavy duty Square D pressure switch, Cutler Hammer two pole disconnect.

Notes

- This quote is based on the job as discussed any deviations could increase or decrease the amount of this quote, depending on the alterations needed to be done.
- Excavation is not included in this quote and will be done by others.
- Excavation and site readiness must be done prior to the start of this job.
- Power must be supplied to the pressure tank location or will be done on a time and material basis above and beyond this agreement price.

NORTH IDAHO PUMP CO., INC.

Quality & Service Our Specialty"

Options

The following options are not included in this agreement and will be done above and beyond the stated price on a lump sum basis.

Additional pressure tank

Lump Sum \$485.00 Initial _____

Increase system life and save power by reducing pump cycling.

Terms

50% down and progressive monthly payments based upon work completed and materials & equipment stored but not installed. All progressive and final billing will be due upon completion. 1-1/2% interest per month will be charged on any unpaid balance over billing date.

Warranty

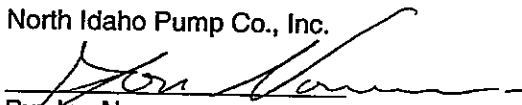
On new installation all new equipment that is supplied and installed by North Idaho Pump Company Inc. will be warranted against defects in material or workmanship for one year from the date of installation. Materials will be repaired or replaced in the case of failure during that time. We will not be responsible for incidental damages resulting from the failure of equipment.

Acceptance of Proposal

The above agreement is accepted & North Idaho Pump Company Inc. is authorized to do the work as specified. Payment of **Lump Sum** in the amount of \$4,180.00 will be made as outlined above.

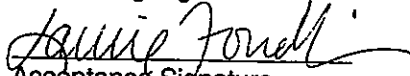
This proposal may be withdrawn after 30 days if not accepted.

North Idaho Pump Co., Inc.

By 
Don Norcross

Date: 10-8-02

Authorizing Signature



Acceptance Signature

Date: 10/12/02

Invoice

Invoice Number:
11416

Invoice Date:
Oct 18, 2002

Page:
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Idaho Pump Company, Inc.
Box 3364
E. Seltice Way
st Falls, ID 83877-3364

Voice: 208-667-0321
Fax: 208-667-9018

Duplicate

Sold To: ~~MARK IDONI~~ Laurie Fondahn
4022 S. COOK ST.
SPOKANE, WA 99223

Customer ID: IDONI

Customer PO	Payment Terms	Due Date	Sales Rep ID
	Net 5 Days	10/23/02	

Quantity	Item	Description	Unit Price	Extension
1.00		UF-NMCB 8/3-CU-WG-WIRE	328.46	328.46
		661-1948		

Check/Credit Memo No:

Subtotal	328.46
Sales Tax	16.42
Total Invoice Amount	344.88
Payment/Credit Applied	
TOTAL	344.88

We will add finance charges on invoices more than 30 days overdue.