

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

ID Number: 95-16470Date Received: 05/07/2012Receipt No: N039171Amount: \$25.00 By: Am

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

Please type or print clearly

- Name of claimant(s) Michael Gregory Embrey & Courtney E. Beebe Phone 208-447-8159
Mailing address 6637 W. Meadowbrook Loop, Coeur d'Alene, Idaho ZIP 83814
Street or Box City State
- Date of priority (only one (1) per claim) May 23, 2002
Month/Day/Year (yyyy)
- Source of water supply (check one) Ground Water (x) or Other () (a) _____
which is tributary to (b) _____
- Location of point of diversion is: Township 50N, Range 4W, Section 20,
SE 1/4 of SW 1/4, or Govt. Lot _____, B.M., County of Kootenai
Parcel (PIN) no. 50N04W206775 (E. 962' of N. 232.5' of S.1027.5 of S2-SW EX E.20')
Additional points of diversion, if any: _____
If available, GPS coordinates _____
- 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.
180 foot well. 12 gal per minute for irrigation, 5 gal per minute for home. 3000 gal cistern. Well Agreement recorded in Kootenai County Inst. No. 1734450. Serves two homes on two 5 acre lots.
- Water is claimed for the following: (Limited to domestic and/or stockwater uses. See page 1 of the instructions.)

	Month/Day	Month/Day	cfs (x)	AFY ()
For <u>Domestic</u> purposes from <u>01-01</u> to <u>12-31</u> amount <u>.04</u>				
For <u>irrigation</u> purposes from <u>05-05</u> to <u>10-01</u> amount <u>.00</u>				
- Total quantity claimed .04 cfs (x) or AFY ()
- Non-irrigation uses; describe fully (e.g. Domestic: give number of households served if single ownership; Stockwater: type and number of livestock, etc.): Domestic and irrigation. Serves 2 homes on two 5 acre lots.
1 ONE

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9. Location of place of use is: Township 50N, Range 4W, Section 20, SE 1/4 of SW 1/4,
or Govt. Lot _____, B.M., Parcel (PIN) no. (if different than shown in Item 4) _____

For (check one) Domestic (☒) Stock (☐) Domestic and Stock (☐)

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 your answer is no, describe in remarks below the authority you have to claim this water right.

12. Describe any other water rights used at the same place and for the same purposes as described above.

Adjacent lot owner uses the same well for domestic use and irrigation of 5 acre lot _____ or None (☐)

13. Remarks:

Our lot is 5 acres with one home. Well is located on our lot. Adjacent owner will make a separate water right claim. Well agreement in place. Claim is for maximum allowable domestic use and irrigation of the lot.

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: 2 attachments

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) Courtney Baker Date: 05/05/12

M. J. Baker Date: 5/6/12

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 _____ Date _____

Address _____

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To see all the details that are visible on the screen, use the "Print" link next to the map.



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5/5/2012

1734450

STATE OF IDAHO } ss
COUNTY OF KOOTENAI }
AT THE REQUEST OF
PIONEER TITLE CO.

MAY 23 3 25 PM '02

SAMUEL J. ENGLISH

DEPUTY

18⁰⁰

102158TH

WATER WELL AGREEMENT AND EASEMENT

COME NOW BRIAN F. EDDS and NANCY A. EDDS husband and wife, hereinafter called the "First Party" without regard to the singular or plural

and;

Frank A. & Sarah A. Triano, husband & wife, hereinafter called the "Second Party"

without regard to the singular or plural.

IT IS AGREED by and between the parties that they have reached an Agreement concerning the joint development of a water well and wish to recite their Agreement herein, to wit:

RECITAL:

THE PARTIES HERETO AGREE TO THE FOLLOWING FACTS AS CONCERNING THIS AGREEMENT, to wit:

1. The First Party is the owner of certain real property located in Kootenai County, State of Idaho, to wit:

The East 962 feet of the South half of the Southwest Quarter of Section 20, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho EXCEPT the South 1027.5 feet thereof.

ALSO EXCEPTING THEREFROM that certain Deed recorded April 9, 1929 in Book 93 of Deeds at Page 549, records of Kootenai County, Idaho.

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2. The Second Party is the owner of certain real property located in Kootenai County, State of Idaho, to wit:

The East 962 feet of the North 232.5 feet of the South 1027.5 feet of the South half of the Southwest Quarter of Section 20, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

EXCEPTING THEREFROM that certain Deed recorded April 9, 1929 in Book 93 of Deeds at Page 549, records of Kootenai County, Idaho.

3. That a water well to be jointly used by the parties hereto is located on the property herein described as the property of the Second Party.

4. That said well currently produces adequate water for domestic purposes of both of the properties.

5. That the parties hereto mutually agree to certain terms and conditions concerning said joint water well, which are contained in this Agreement.

AGREEMENT:

IT IS MUTUALLY AGREED that First Party and Second Party will jointly maintain and use a water well located on Second Party's real property. That for a valuable consideration, receipt of which is hereby acknowledged, the Second Party hereby grants and conveys to the First Party an easement for any existing pipeline from the well head site to the property boundary of the First Party; to maintain and install all necessary water pipes to run from the water well site to the First Party's property line; to construct, improve, repair and maintain said pipeline, or it's replacement. Said easement shall not exceed a width of twenty four (24) feet, lying twelve feet on each side of the centerline of said existing pipeline and lying within a twelve (12) foot radius of the center of said existing water well. That the Parties hereto, or their agents, may pass over said easement and may cut and remove brush, trees and other obstructions which hinder the

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maintenance or repair or improvement of said water well and it's facilities. That any man made improvement on the land of the Second Party, including but not limited to fences or shrubbery shall be returned to good repair when the repair or maintenance or improvement is completed. That the Second Party may not erect or cause to be erected any structure, other than a fence or shrubbery, which would hinder the First Party in the above endeavors.

Both the First and Second Parties shall jointly share in the cost to maintain, repair and replace any and all necessary equipment to keep the existing water well operating and functioning in good repair and condition at all times during this Agreement. That this Agreement binds the heirs, successors and assigns of both the First and Second Parties. That the interests of the First and Second Parties in this Agreement are deemed to run with the land and shall be considered a part of the respective properties. The maintenance, repair and replacement costs hereinbefore described shall be born at a ratio that is proportionate to the Party's water use. The Party's water use is to be determined by the installation of water meters on the respective lines of the Parties. The costs of electrical power to run said well are to also be apportioned in a similar manner.

That at the time construction begins of the property of the Second Party, said Party shall install, or cause to be installed the water meter for that property, that at the time of the sale or occupancy of the property of the First Party, said Party shall install, or cause to be installed a water meter for that property. At such time both water meters are installed, the Parties shall split the costs of the installation of an separate electric meter for pump use.

That the current water production of the well is sufficient for the uses of the Parties. That if either Party should need more water than the current water well configuration can produce, then the costs to improve said water well shall be completely born by the Party needing the

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additional water. That neither Party shall use so much water so as to cause the other Party not to have access to 5 gallons per minute of water. That if either Party does not have access to 5 gallons of water per minute from said well, and the other Party is using more than 5 gallons per minute or more than one half of the total water being used, then such Party using more than 5 gallons per minute or more than one half the total water shall be deemed to need more water than the current configuration can produce and shall completely bear the costs to improve said water well and/or it's facilities. Further, that if either Party improves said well to produce additional water for it's own use, then said Party is entitled to all of the water over 5 gallons per minute that it has increased.

It is mutually agreed that the purpose and use of this well is for human consumption and therefore the Parties agree to not use any pesticides, fertilizers, toxins or animal feces within Twenty (20) feet of the well head. That each Party shall use good judgement and reasonable behavior in protecting the health concerns of the water well site.

That if either Party incurs any reasonable attorneys fees in order to protect their interests under this agreement, whether for negotiations, litigation or any other reasonable means, then the Party required to make repairs, maintenance or improvements to the water well shall also pay the aggrieved Party's attorneys fees.

This Agreement is the entire Agreement of the Parties and any and all modifications or addendums hereto shall be in a form similar to this Agreement and must be in writing.

FIRST PARTY

SECOND PARTY

Nancy A. Edds Date 5-23-02
NANCY A. EDDS

Shahid Naw 5-23-02
Shahid Naw Date 5-23-02

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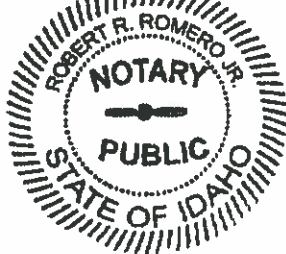
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Brian F. Edds Date May/15/02
BRIAN F. EDDS

STATE OF IDAHO)
)SS
County of Kootenai)

On this 15 day of May, 2002, before me, a Notary Public in and for the State of Idaho, personally appeared Brian F. Edds, known to me or proven by satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL



[Signature]
Notary Public for the State of Idaho

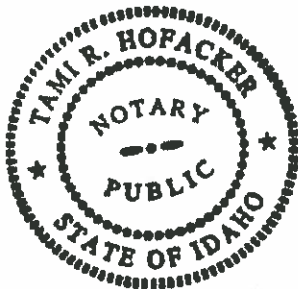
Residing at: CDH

My Commission expires: 12-25-2005

STATE OF IDAHO)
)SS
County of Kootenai)

On this 23rd day of May, 2002, before me, a Notary Public in and for the State of Idaho, personally appeared Nancy A. Edds, known to me or proven by satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

WITNESS MY HAND AND OFFICIAL SEAL



[Signature]
Notary Public for the State of Idaho

Residing at: 207 HOLLING

My Commission expires: 10/29/2002

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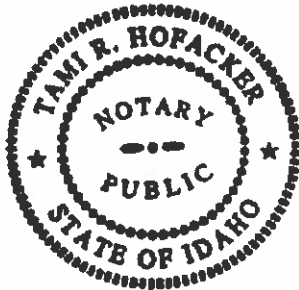
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STATE OF IDAHO)
)SS
County of Kootenai)

On this 23rd day of May, 2002, before me, a Notary Public in and for the State of Idaho, personally appeared FRANK A. TRIANO AND *, known to me or proven by satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that they/~~he~~/she executed the same. * SARAH A. TRIANO

WITNESS MY HAND AND OFFICIAL SEAL



[Signature]
Notary Public for the State of Idaho
Residing at: 2574024M
My commission expires: 10/29/2002

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