

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 95-15156

Date Received: 7/20/11

Receipt No: NO21225

Received By: KE

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

1. Name of Claimant(s) Andrew M. Scott and/or Heather N. Scott Phone (208) 437-1205

Mailing Address 27091 HWY 41 Blanchard ID Zip 83804
Street or Box City State

2. Date of Priority: (Only one per claim) April 2, 1974
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 54N, Range 05W, Section 17,
SE 1/4 of SW 1/4, or Govt. Lot _____ BM. County of _____;
Parcel (PIN) no. RP54N05W177150A

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.

Well, pump, pipe. Well depth = 135'

6. Water is claimed for the following: (limited to Domestic and/or Stockwater uses. See page 1 of the instructions.)

For Domestic purposes from 01-01 to 12/31 amount 0.04 cfs(☒) or AFY()

For _____ purposes from _____ to _____ amount _____

7. Total Quantity claimed 0.04 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 - Have an undivided one-half (1/2) interest in well, casing, pump

for up to 1/2 of water produced (see Bonner County Recorder's Instrument # 525826)

SCANNED
MAY 23 2011

9. Location of Place of Use is: Township 54N, Range 05W, Section 17,
SE 1/4 of SW 1/4, Govt. Lot BM. Parcel (PIN) no. RP54N05W176901

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? Bonner

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: See attached Shared Water Rights agreement & well driller's report

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: Two

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) Nathan Scott Date: 5-11-11

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 forgoing 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 _____

Last Name _____ **Identification No** _____

SCANNED
MAY 23 2011



David C. Actey
P.O. Box 1200
Priest River, ID
83856

#19435

525826

Document #1

SHARED WATER RIGHTS AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of June, 1998 by and between GAIL E. RAGLAND, as her sole and separate property, of 19355 Sunson Road, Middletown, County of Lake, State of California, hereinafter referred to as "Grantor", and, LENNART G. OLSON, of 26965 Highway 41, Blanchard, County of Bonner, State of Idaho, hereinafter referred to as "Grantee."

IT IS HEREBY AGREED to as follows:

1. Grantor is the sole owner of a tract of land, commonly known as 26917 Hwy 41, Blanchard, Idaho, and more particulary described as follows:

AP #54N05W177150A

Southwest quarter (SW 1/4) of the Southeast quarter (SE 1/4) of the Southeast quarter (SE 1/4) of the Southwest quarter (SW 1/4) of Section 17, Township 54 North Range 5 W.B.M., Bonner County, State of Idaho.

2. Grantee is the owner of a tract of land, adjacent and adjoining said land of Grantor, commonly known as 26965 Hwy 41, Blanchard Idaho, and more particularly described as:

AP#RP54N05W176900A - 17-54N-5W - SWSESW lying North & East of Highway
NWSESESW

3. There is on the above-mentioned tract of land of the Grantor, a Well, together with casing, pump, and other items used in connection therewith for the purpose of pumping water belonging to the Grantor.

4. Therefore, Grantor, for and in consideration of Five (\$5.00) Dollars, and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions set forth in this instrument, does hereby quitclaim unto Grantee, an undivided one-half (1/2) interest to the Well, casing, pump, and accessories used in the connection therewith, and the right to

take water for residential purposes, no more than one-half (1/2) of the water produced, which shall be for residential use only from said well and convey the water from the well to Grantee's adjoining tract of property.

Grantor hereby grants to Grantee, for the use and purpose of conveying such water, for residential purposes only, as above-described, an easement on, in, over and across a strip of land necessary in width to accommodate such conveyance of water and to service the same. Any right of the Grantee to enter upon the Grantor's property and provide services or materials to the well casing, pump, or accessories shall be reasonable and only done with the prior consent of the Grantor. Grantee is not authorized to enter the Grantor's property without prior consent except in the case of a verifiable dire emergency regarding the well and water use.

Grantor makes no warranty or assurances regarding the quantity or quality of water produced by the well. Grantee accepts the water, well, pump, casing and accessories "as is."

5. Grantee hereby agree to pay to the Grantor as and for the use of Grantor's electricity to operate the Well, the amount of *Five (\$5.00) Dollars* per person, per month. The *Five (\$5.00) Dollar* monthly fee is subject to increase should the power consumption be increased or the rates of electricity be increased.

6. The interest granted hereby shall run with the property of the Grantee and the ownership thereof shall not be severed from the real property of the Grantee. The rights created by this agreement may only be transferred with a transfer of Grantees property. A copy of the transfer documents of the property shall be provided to Grantor upon the transfer.

7. This conveyance is made on the condition that Grantee, shall bear one-half (1/2) of all expenses connected with the maintenance and upkeep of the Well and all accessories thereto, and that Grantee shall keep and maintain one hundred (100%) percent of the water conveyance pipe and

accessories to provide water to Grantee's property and shall be maintained in good working order and repair so that there is no leakage or water wasted or any defect that may cause injury to the land and premises of the Grantor or others.

Should Grantee fail to maintain or to bear one-half (1/2) of the cost of maintaining or repairing the Well and all accessories thereto or any other condition covenant of this agreement then and in that event the water rights granted by this document shall terminate immediately and shall revert to Grantor.

8. Grantee hold harmless and indemnifies the Grantor for any loss, damage or injury that may occur as a result of the portion of the water conveyance that provides water to Grantee's property or for any actions of the Grantee related hereto including attorneys fees and costs.

9. To have and to hold such rights and easement to take water, for residential use only, and to conduct the same over, on, through and across the land of the Grantor, subject, however, to the above terms and conditions of this Water Agreement.

GRANTOR

Gail E. Ragland
GAIL E. RAGLAND

GRANTEE

Lennart G. Olson
LENNART G. OLSON

FILED BY
LANDPOINT TITLE INSURANCE
1990 JUN 16 P 2:37
12:00
KARLE SCOTT
BOONER COUNTY RECORDER
DEPUTY

ACKNOWLEDGMENT

STATE OF California)
) ss.
 County of Los Angeles)

On this 5th day of June, 1998, before me, a notary public in and for said State, personally appeared GAIL E. RAGLAND, known to me or identified to me to be the person whose name is subscribed in the within instrument and acknowledged to me that she executed the same.

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



Deloria Rogers
 Notary Public in and for said State
 Residing at: La Jolla, CA
 Commission Expires: 3-4-02

ACKNOWLEDGMENT

STATE OF Idaho)
) ss.
 County of Bonneville)

On this 15 day of June, 1998, before me, a notary public in and for said State, personally appeared LENNART G. OLSON, known to me or identified to me to be the person whose name is subscribed in the within instrument and acknowledged to me that she executed the same.

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

[Signature]
 Notary Public in and for said State: Idaho
 Residing at: Prineville, OR
 Commission Expires: 5-17-02, 2000

WELL DRILLER'S REPORT

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

[illegible]