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IDWR / NORTH

**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 95-11395Date Received: 6-8-09Receipt No: 1020839Received By: cm**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) VIRGINIA L HIRSCH Phone (208) 687-2598Mailing Address Box 480 RATHDRON, ID Zip 83858
Street of Box City State2. Date of Priority: (Only one per claim) 10-30-95
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 52 N, Range 4 W, Section 14,
NE 1/4 of NE 1/4, or Govt. Lot _____ BM. County of KOOTENAI;
Parcel (PIN) no. -0075

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 SHARED | DEPTH 100 FT APPROX
W/ ROBT & JO CHAMBERS

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

For DOMESTIC purposes from JAN 1 to Dec 31 amount .04 CFS
Month/Day Month/Day cfs () or AFY ()

For _____ purposes from _____ to _____ amount _____

7. Total Quantity claimed .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) 1 Home

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9. Location of Place of Use is: Township S2N, Range 4W, Section 14

NE 1/4 of NE 1/4, Govt. Lot _____ BM. 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 (X) 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 (X)

13. Remarks:

14. Basis of Claim (Check One) Beneficial Use (X) 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: 12

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) [Signature]

Date: 06-05-09

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. _____

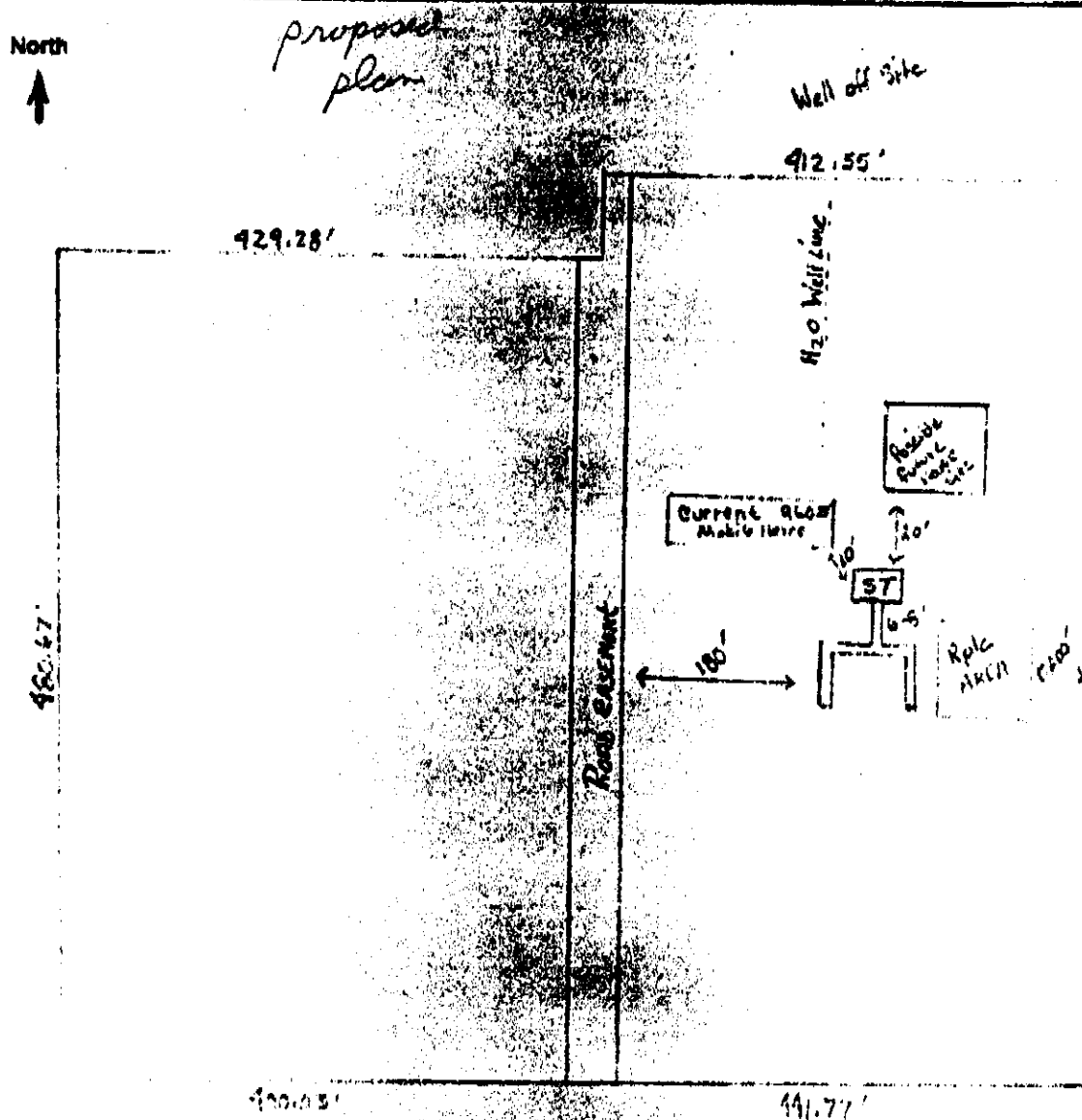
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**DETAILED
PLOT
PLAN**

Permit # 12809 Date 10/24/08
Name WITHERSPOON HOMES, INC.
Legal Desc. Plt. 2, 1/4 NW 1/4, 1st 49E
Sec. 14 T452N R44WM
Lot size or acreage 10 ac.

PLAN MUST SHOW Easements & Existing or Proposed Easements. Existing buildings. Location and dimensions of lot lines, proposed buildings, septic system, and distances to wells, water lines, surface water, house, etc.



(Not to Scale)

No Surface Water

The information shown and the statements I have made are correct.

Applicant's Signature _____ Date _____

NOTE: A scale drawing may be required. Installer's as-built drawings must be made on plot plan.

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WELL EASEMENT AND MAINTENANCE AGREEMENT

THIS INSTRUMENT is made and entered into this 30th day of October, 1995 by WITHERSPOON HOMES, INC., an Idaho Corporation, whose address is 702 E. 19th, Post Falls, Idaho 83854 (hereinafter referred to as "WITHERSPOON" and WILLIAM DAVID HICKMAN and CYNTHIA ANN HICKMAN, husband and wife, whose address is 20 N. Chilco Road, Rathdrum, Idaho 83858 (hereinafter referred to collectively as "HICKMAN").

RECITALS

WHEREAS WITHERSPOON is the owner in fee simple of the following described tract of real property located within Kootenai County Idaho:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE (hereinafter referred to as the "WITHERSPOON PROPERTY").

STATE OF IDAHO }
COUNTY OF KOOTENAI } ss
AT THE REQUEST OF

ALLIANCE TITLE & ESCROW CORP.

Nov 14 11 12 AM '95

DANIEL J. ENGLISH

DEPUTY

AND, WHEREAS HICKMAN is the owner in fee simple of the following described tract of real property located within Kootenai County, Idaho:

SEE EXHIBIT "B" ATTACHED HERETO AND BE REFERENCE FULLY INCORPORATED HEREIN (Hereinafter referred to as the "HICKMAN PROPERTY").

AND, WHEREAS there is currently a water producing well located on the HICKMAN PROPERTY (hereinafter referred to as the "WELL").

AND, WHEREAS the parties to this agreement desire to make a matter of public record the rights, interests and further responsibilities of the parties to this Agreement as it concerns the maintenance, repair and use of the WELL and the water distribution lines to each of the parties' respective parcels of real property described in Exhibits "A" and "B."

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration in hand received by HICKMAN the parties agree as follows:

GRANT OF EASEMENT AND WELL INTEREST

HICKMAN hereby grants, bargain and sells to WITHERSPOON a one-half (1/2) ownership interest in the WELL and its associated common water supply components for the production and diversion of one-half (1/2) of all water produced by the WELL and its associated common water supply components. HICKMAN further grants, bargains and sells to WITHERSPOON a perpetual nonexclusive easement over, under and across the HICKMAN PROPERTY for the installation and maintenance of a water pressure tank on the HICKMAN PROPERTY and water supply lines from the WELL to the WITHERSPOON PROPERTY. Said easement shall also include the right to access and maintain the WELL and its components. The conveyances contained in this paragraph shall be appurtenances to the WITHERSPOON PROPERTY.

MUTUAL WELL MAINTENANCE AGREEMENT

Based upon the forgoing, and other good and valuable consideration in hand received by the parties hereto, the undersigned hereby enter into this MUTUAL WELL MAINTENANCE AGREEMENT.

1) **USE OF WELL:** The WELL shall be for the exclusive domestic use on the WITHERSPOON PROPERTY and the HICKMAN PROPERTY. The water system shall only be used for domestic purposes serving one residential dwelling on each of said parcels of real property. Neither the WELL or its water supply system can be expanded to other parcels of real property or other uses without prior written consent of WITHERSPOON and HICKMAN, or their heirs, assigns or successors.

The terms "domestic use" and "domestic purpose" mean the use of water for one single residential home and any other purpose in connection therewith on each of the parcels of real property described in Exhibits A and B.

To ensure equal water distribution to both parties' respective parcels of property, each party shall, at their own expense, install a DOLE FLOW VALVE on that party's respective water transmission line. Each DOLE FLOW VALVE shall be set for

WITHERSPOON/HICKMAN WELL AGREEMENT PAGE - 2

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water delivery of seven gallons per minute (7 g.p.m.).

2) **MAINTENANCE COSTS:** Except as otherwise provided for in this agreement, all costs for the maintenance and repair of the WELL, pump and shared water supply components shall be borne equally by the parties.

HICKMAN shall not be responsible in any way for the construction, repair or maintenance costs of any water supply components, including pressure tanks and water transmission lines installed by WITHERSPOON to supply water exclusively to the WITHERSPOON PROPERTY. All of WITHERSPOON'S costs to hook onto the system shall be borne by WITHERSPOON, including any costs associated with installing a water pressure tank to be installed and used exclusively by WITHERSPOON. WITHERSPOON shall not connect to or use the water pressure tank previously installed by HICKMAN. HICKMAN shall not connect to use the water pressure tank to be installed by WITHERSPOON.

WITHERSPOON shall not be responsible for the construction, repair or maintenance of any water supply components, including pressure tanks and water transmission lines installed by HICKMAN to supply water exclusively to the HICKMAN PROPERTY.

3) **ELECTRICAL COSTS:** All electricity for the WELL and water distribution line shall be apportioned equally by the parties to this agreement. To facilitate this cost appropriation, a separate electrical line and meter shall be installed by the parties hereto. Each party shall bear equally the costs of installing said line and meter. Said separate electrical line shall connect the electrical components of the WELL directly to the electrical power suppliers' transmission lines. The electrical service account shall be in the name of the Hope Valley Well. All electrical bills shall be forwarded to the Hope Valley Well, c/o: William Hickman, 20 N. Chilco Road, Rathdrum, Idaho 83858.

Each party shall be responsible for their respective share of the electrical charges for the water supply system's electrical consumption. To facilitate this cost sharing, each

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party shall within ten (10) days after WITHERSPOON's first diversion of water from the WELL and at their own expense, install a water meter on that party's respective water supply transmission line. Each party then will be responsible for the electrical usage for that party's actual water consumption. The individual party's share of the electrical costs shall be calculated based upon the electrical costs for supplying one gallon of water.

4) **MAINTENANCE FUND:** To provide for a maintenance and utility cost fund for the WELL, the parties hereto shall open an a checking account at First Security Bank, Hayden, Idaho. The account will be called the Hope Valley Well account. Said checking account shall be used to pay for all shared maintenance work and shared utility costs incurred in maintaining, operating and improving the WELL.

Each party shall deposit THIRTY FIVE DOLLARS (\$35.00) into the maintenance account on or before the 15th day of every month, beginning on the first full month following WITHERSPOON's first diversion of water from the WELL.

All repair, maintenance and utility costs of the WELL shall be paid by the funds deposited into said checking account. Funds may only be withdrawn by bank drafts or checks co-signed by both WITHERSPOON and HICKMAN.

In the event either WITHERSPOON or HICKMAN transfers their interest in their respective parcels of real property to a third party, the transferor of the parcel shall no longer be authorized to co-sign for any withdrawal of the maintenance funds. The new owner of the transferred property will be substituted as a cosigner in place of the transferor. The transferor shall not be entitled to any rebate or refund from the maintenance account in this event.

In the event the maintenance fund accrues a cash reserve in excess of FIFTEEN HUNDRED DOLLARS (\$1,500.00), no further monthly deposits will be required by either HICKMAN or WITHERSPOON. Monthly deposits shall resume once the maintenance fund cash

reserve falls below FOURTEEN HUNDRED DOLLARS (\$1,400.00).

In the event any shared repair or maintenance costs exceed the amount in the maintenance fund account, HICKMAN and WITHERSPOON shall each contribute an equal amount of money to pay the shortfall. All bank notices and statements shall be forwarded to Hope Valley Well, c/o: William Hickman, 20 N. Chilco Road, Rathdrum, Idaho 83858.

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5) **DEFAULT PROVISIONS AND LIEN RIGHTS:** In the event either party to this agreement fails to pay their respective costs for the repair, operation or maintenance of the WELL or fail to make the monthly maintenance account deposits, then in that event, their right to use the WELL can be terminated until such time as all costs and expenses have been reimbursed, plus interest at a rate of eighteen percent (18%) per annum to be calculated thirty (30) days after the first written demand for contribution or payment has been made. Furthermore, in the event the nonpayment should continue, a lien is hereby established and the other owner shall have the right to foreclose the lien on the individual tract as a mortgage under the laws of the State of Idaho. Any and all costs and reasonable attorney's fees incurred resulting from said default shall be paid by the defaulting party. The defaulting party shall also be responsible for the payment of all costs and reasonable fees, including attorney's fees, incurred through the collection of any delinquent amounts pursuant to Idaho law.

6) **ATTORNEY'S FEES:** In the event any legal action is necessitated for the enforcement of the terms of this agreement reasonable attorney's fees and costs shall be allowed to the prevailing party pursuant to Idaho law.

7) **SEVERABILITY CLAUSE:** Should any provision of this agreement be declared invalid or in conflict with any applicable law, statute, regulation, or ordinance, the validity of all the other provisions of this agreement shall remain unaffected and in full force and effect.

8) **BINDING COVENANTS:** The terms and conditions of this
WITHERSPOON/HICKMAN WELL AGREEMENT PAGE - 5

agreement shall constitute covenants and encumbrances and shall run with the land and shall be perpetually binding upon the parties hereto, their heirs and assigns, and any party acquiring any right, title or interest in or to any portion of the real property described in Exhibits A or B.

Entered into on the first date written above.

WITHERSPOON HOMES, INC.

BY:

Diana Witherspoon
DIANA WITHERSPOON

Its:

Kiri B. Smith

WITHERSPOON HOMES, INC.

BY:

James G. Witherspoon
JAMES G. WITHERSPOON

Its:

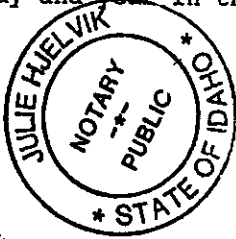
William David Hickman
WILLIAM DAVID HICKMAN

Cynthia Ann Hickman
CYNTHIA ANN HICKMAN

STATE OF IDAHO)
County of Kootenai) ss.

On this 30 day of October, 1995, before me,
Julie Hjelvik, a Notary Public for the State of
Idaho, personally appeared DIANA WITHERSPOON, known or identified
to me to be the Vice president of the corporation that executed
the instrument or the person who executed the instrument on
behalf of said corporation, and acknowledged to me that such
corporation executed the same.

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



Julie Hjelvik
Notary Public for Idaho
Residing in: Hayden
Commission Expires: 9-27-2000

STATE OF IDAHO)
County of Kootenai) ss.

On this 30 day of October, 1995, before me,
Julie Hjelvik, a Notary Public for the State of
Idaho, personally appeared DAVID HICKMAN and CYNTHIA ANN HICKMAN,
known or identified to me to be the individuals that executed the
this Well Easement and Maintenance Agreement, and acknowledged to
me that they executed the same.

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



Julie Hjelvik
Notary Public for Idaho
Residing in: Hayden
Commission Expires: 9-27-2000

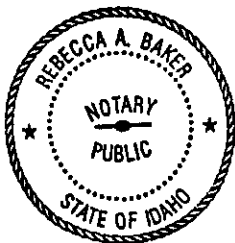
STATE OF IDAHO)

County of Kootenai)

ss.

On this 30th day of ~~October~~ ^{November}, 1995, before me,
Rebecca A. Baker, a Notary Public for the State of
Idaho, personally appeared JAMES G. WITHERSPOON, known or
identified to me to be the President of the corporation
that executed the instrument or the person who executed the
instrument on behalf of said corporation, and acknowledged to me
that such corporation executed the same.

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



Rebecca A. Baker
Notary Public for Idaho
Residing in: Post Falls
Commission Expires 08-26-97

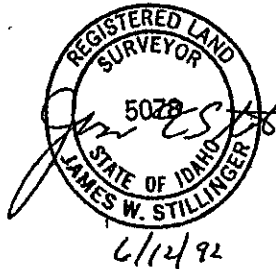
u A "

10 ACRE PARCEL

A portion of the E 1/2 NE 1/4 less the West 495 feet of Section 14, T52N, R4W B.M., Kootenai County, Idaho and further described as follows:

Commencing at the NE corner of said Section 14; thence S00°52'18"W along the East line said Section 14 a distance of 636.00 feet to the True Point of Beginning for this description; thence continuing S00°52'18"W a distance of 555.88 feet to a point; thence N89°59'38"W a distance of 841.74 feet to a point; thence N00°51'41"E a distance of 480.67 feet to a point; thence S89°59'38"E a distance of 429.28 feet to Point "A" for this description; thence N00°52'18"E along the centerline of a 20.00 foot wide easement a distance of 75.21 feet to a point; thence S89°59'38"E a distance of 412.55 feet to the True Point of Beginning.

A 10.00 foot easement laying parallel, East of and adjacent to the above described easement centerline and a 20.00 foot wide easement laying 10.00 feet on both sides of a centerline from the above described Point "A", to a point on the South line of the above described parcel, which bears S04°20'26"W a distance of 482.00 feet from said Point "A" is reserved for ingress, egress and utilities.



WELL EASEMENT AND WATER AGREEMENT

This Agreement is made and effective this 17th day of August 2004. The parties to this agreement are Robert D. Chandler and Jo A. Chandler, husband and wife (hereafter referred to as "CHANDLER") and Virginia L. Hirsch, a single woman (hereafter referred to as "HIRSCH").

RECITALS:

Whereas CHANDLER is the owner in fee simple of the following described tract of certain real property described as:

The North 635 feet of the East 412.5 feet of the Northeast quarter of Section 14, Township 52 North, Range 4 W.B.M.-0050, Kootenai County, State of Idaho. Address: 1620 E. Chilco Rd., Rathdrum, Id. 83858. (Hereafter referred to as the "CHANDLER PROPERTY").

And, Whereas HIRSCH is the owner in fee simple of the following described tract of certain real property described as:

Parcel ID Section 14, Township 52 North, Range 4 W.B.M.-0075, #15218, Kootenai County, State of Idaho. Address: 20518 N. Hope Valley Rd., Rathdrum, Id. 83858. (Hereafter referred to as the "HIRSCH PROPERTY").

And, Whereas there is currently a water producing well located on the CHANDLER PROPERTY (hereafter referred to as the "WELL"), and HIRSCH desires to use the well to provide water to the HIRSCH PROPERTY.

CHANDLER hereby grants to HIRSCH common water supply produced by the WELL and its associated common water supply components.

USE OF THE WELL:

The WELL shall be for the exclusive domestic use on the CHANDLER PROPERTY and the HIRSCH PROPERTY. The water system shall only be used for domestic purposes serving one residential dwelling on each of said parcels of real property. Neither the WELL or its water supply system can be expanded to other parcels of real property or other uses without prior written consent of CHANDLER or HIRSCH, or their heirs, assigns or successors. Upon sale of either property, this agreement is terminated and a new agreement must be written.

ELECTRICAL COSTS:

The electricity to operate the WELL has been paid by CHANDLER. The WELL, does not currently have a separate electric meter, and there are no water meters to measure the water used by the parties. CHANDLER agrees to continue to pay electrical costs, unless at the request of either party an installation of an electric meter to serve the well and water system on each line or installation of water meters on the lines serving each parcel. Cost of installation would be shared equally. A generator has been purchased for the WELL to be used for power outages, and the expenses for installation to the pump house and use will be shared equally.

MAINTENANCE:

All water lines from the well to each party's property shall be maintained in such a way to ensure water of drinking quality will flow through the lines.

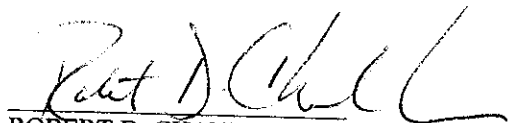
CHANDLER shall not be responsible in any way for the construction, repair or maintenance costs of any water supply components and water transmission lines installed by HIRSCH to supply water exclusively to the HIRSCH PROPERTY. HIRSCH shall not be responsible for the construction, repair or maintenance of any water supply components and water transmission lines installed by CHANDLER to supply water exclusively to the CHANDLER PROPERTY.

REPAIR:

The parties agree that all costs for the repair of the WELL, pump, generator, and shared water supply components shall be divided equally by the parties. In the event either party fails to pay their respective costs for the repair, operation or maintenance of the WELL, their right to use the WELL can be terminated until such time as all costs and expenses have been reimbursed.

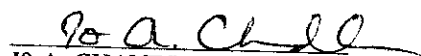
DATED this 17th day of August 2004.

"CHANDLER"


ROBERT D. CHANDLER

"HIRSCH"


VIRGINIA L. HIRSCH


JO A. CHANDLER