

# 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 45-13655Date Received: 5/5/10Receipt No: NO 24252Received By: KM

RECEIVED

MAY 05 2010

IDWR / NORTH

*well originally 72'  
Ralph Jennings thing  
it was enlarged before  
moved here. He no  
longer owns  
his home  
here.*

## 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

Name of Claimant(s) ELIZABETH L. MCCOYPhone (425) 820-8620(208) 689-3281Mailing Address 10201 NE 129TH LN KIRKLAND WA 98034

Street or Box

City

State

Zip 980342. Date of Priority: (Only one per claim) 11-18-92(JENNINGS LATER SOLD HIS HOME TO WM. GRAY)

Month/Day/Year (YYYY)

3. Source of water supply (Check one) Ground Water ☒ or Other ( ) (a) \_\_\_\_\_which is tributary to (b) LAKE COEUR D'ALENELOTS 10, 11, and 12 CEDAR GROVE TRACTSSEE ATTACHED P 4 for further description

4. Location of Point of Diversion is: Township \_\_\_\_\_, Range \_\_\_\_\_, Section \_\_\_\_\_

1/4 of \_\_\_\_\_

1/4, or Govt. Lot \_\_\_\_\_

BM. County of KOOTENAIParcel (PIN) no. 47 N04W11NENW LOT 2

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.

Depth unknown. well was redone thisspring but not dug deeper. Repaired only.Depth noted as 208 in 2001.

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

For Domestic purposes from June 20 to Aug 30 amount 0.04

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 - home

SCANNED

MAY - 5 2010

CLAIMANT Elizabeth McCoy (Albert L. McCoy died 10/17/02)

LOTS 10, 11, 12 CEDAR GROVE TRACTS  
SEE ATT. P4 OF DESCRIPTION FOR FULL INFO

9. Location of Place of Use is: Township \_\_\_\_\_, Range \_\_\_\_\_, Section \_\_\_\_\_,

\_\_\_\_\_ 1/4 of \_\_\_\_\_ 1/4, Govt. Lot \_\_\_\_\_ BM. Parcel (PIN) no. \_\_\_\_\_

for (Check One) Domestic (X) 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 (X) No ( ) I AM NOW OWNER OF LONGEST RECORD AS RALPH JENNINGS SOLD HIS HOME IN THE LATER 90's.

12. Describe any other water rights used at the same place and for the same purposes as described above. NONE or None ( )

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 (X) wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 1

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) Elizabeth L. McCoy

Date: Aug. 25, 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 Elizabeth L. McCoy

Address \_\_\_\_\_

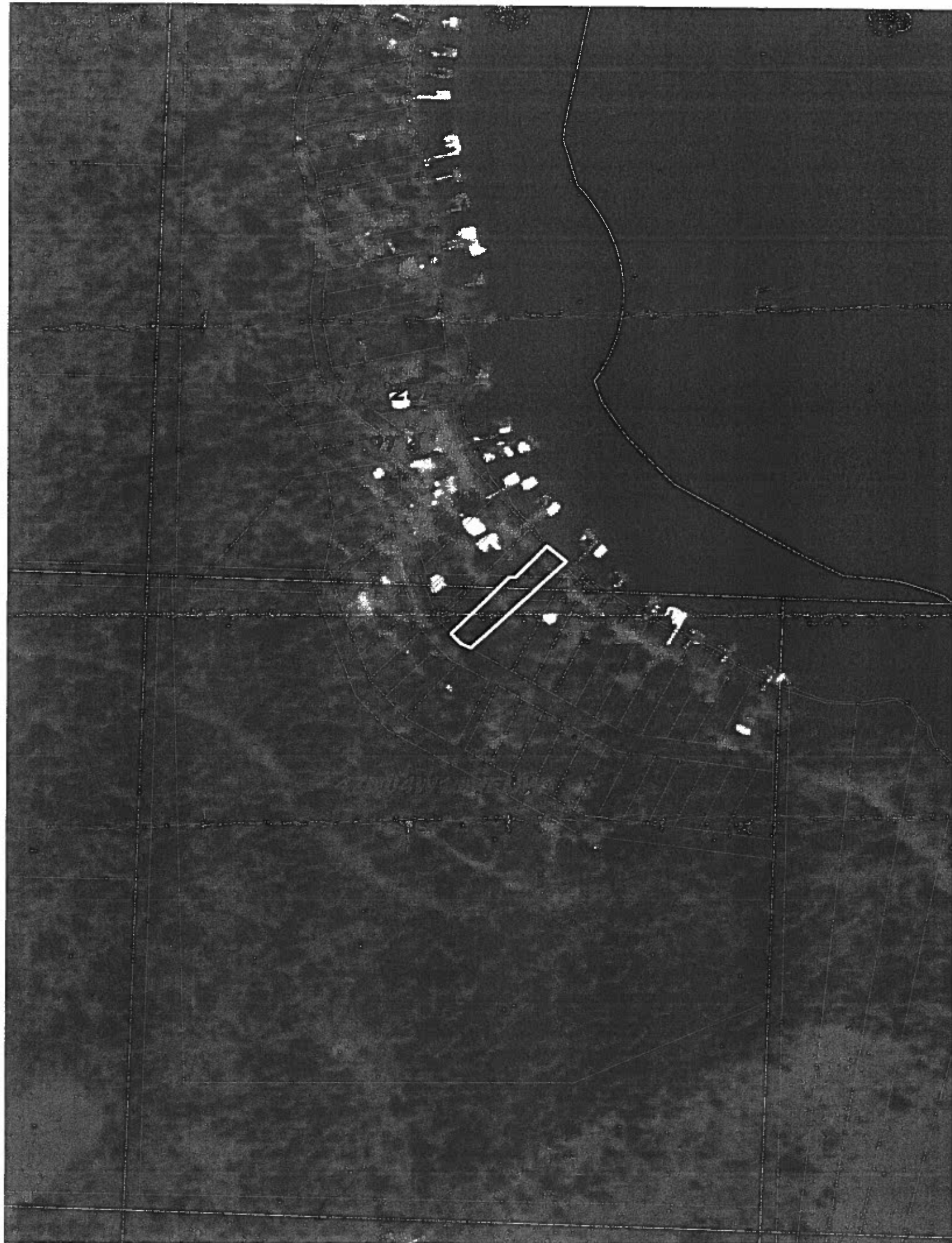
Date \_\_\_\_\_

Last Name \_\_\_\_\_ Identification No. \_\_\_\_\_

SCANNED

MAY - 5 2010

CLAIMANT ELIZABETH MCCOY (Elizabeth L. McCoy died 10/17/02)



1283324

STATE OF IDAHO } SS  
COUNTY OF KOOTENAI }  
AT THE REQUEST OF \_\_\_\_\_  
KOOTENAI COUNTY TITLE CO.  
Nov 18 11 09 AM '92

AGREEMENT FOR USE AND MAINTENANCE OF WELL

TO THE HONORABLE  
*Donna L. L.*  
DEPUTY

THIS AGREEMENT, made and entered into this 17<sup>th</sup> day of Nov 1992,  
November, 1992 by and between RALPH E. JENNINGS, a single man,  
hereafter referred to as "JENNINGS" and AL McCOY and BETTY McCOY,  
husband and wife, hereafter referred to as "McCOYS". (ELIZABETH L.)

WHEREAS, JENNINGS is the legal owner of certain real  
property situate in Kootenai County, Idaho, the description of  
which is attached hereto and labeled as Parcel A and expressly  
incorporated herein by reference, which property shall  
hereinafter be referred to as Parcel A, and

WHEREAS, McCOYS are the legal owners of certain real  
property in Kootenai County, Idaho, the description of which is  
attached hereto and labeled as Parcel B and expressly  
incorporated herein by reference, which property shall  
hereinafter be referred to as Parcel B, and

WHEREAS, there is on Parcel A a well used both by JENNINGS,  
as owner of Parcel A and by McCOYS, as owners of Parcel B, and

WHEREAS, the parties hereto desire to enter into an  
agreement for the use and maintenance of said well.

NOW THEREFOR, in consideration of the mutual covenants  
herein contained, it is hereby agreed as follows:

1. JENNINGS agrees to furnish water to McCOYS to be used  
by McCOYS on the land particularly described above from the well  
located on the above described property owned

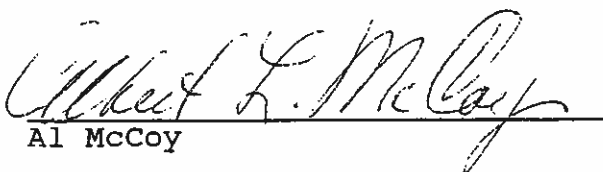
1283324

by JENNINGS; provided, said agreement to furnish water is subject to the right of JENNINGS to share equally in water use and the obligation of McCOY to share equally in maintenance cost of the well, as hereafter provided.

2. The water shall be supplied through the existing water line location to the dominant estate and all parties shall share equally in water use and maintenance costs of the well.

3. In the event of breach of any of the conditions or covenants contained herein, this agreement and the rights granted herein shall terminate if after notice in writing having been given by the one party to the other party in breach, thirty (30) days elapse without said breach or default being remedied.

4. The rights and encumbrances herein created and received shall be appurtenant to and a part of the parcels of realty hereby affected, and the agreement, covenants and conditions herein are deemed to be "covenants running with land", and the heirs, transferees, and assignees and devisees of the parties hereto shall be bound fully by virtue of their ownership of said property.

  
Al McCoy

  
Ralph E. Jennings

  
Betty McCoy

1283324

STATE OF WASHINGTON )  
 ) ss.  
County of )

I certify that I know or have satisfactory evidence that AL McCOY and BETTY McCOY, husband and wife, are the persons who appeared before me, and said persons acknowledges that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 11-13-92

Thomas J. Anderson  
Notary Public in and for the State  
of Washington, residing at  
Richland.

My appointment expires: 4-13-93

STATE OF WASHINGTON )  
 ) ss.  
County of Whitman )

I certify that I know or have satisfactory evidence that RALPH E. JENNINGS is the person who appeared before me, and said person acknowledges that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: November 17, 1992

Dorinda R. Thompson  
Notary Public in and for the State  
of Washington, residing at  
Casport.

My appointment expires: 7-19-92  
re38:jennmcco.wel

PARCEL A *JENNINGS*

Lot 10-A, CEDAR GROVE TRACTS, according to the plat recorded in the office of the County Recorder in Book C of Plats at Page 237, records of Kootenai County, Idaho.

EXCEPTING therefrom that part of said Lot 10-A lying northwesterly of a line lying parallel with and one (1) foot southeasterly, from, measured at right angles to the lot line common to Lots 10-A, Cedar Grove Tracts.

PARCEL B *McCoy*

Lots 10-A, 11 and 12, CEDAR GROVE TRACTS, according to plat recorded in the office of the County Recorder in Book C of Plats at page 237, records of Kootenai County, Idaho.

EXCEPT THEREFROM that portion of Lot 12 described in the deed to Nathan G. Marks et ux recorded Sept. 4, 1969 in Book 232 of Deeds at page 187, records of Kootenai County, Idaho.

ALSO EXCEPTING THEREFROM that portion of Lot 10-A described in the deed to Ralph E. Jennings et ux recorded Aug. 9, 1971 in Book 249 of Deeds at page 347, records of Kootenai County, Idaho.