

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 95-14156
Date Received: 04/14/2010
Receipt No: N024084B
Received 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

1. Name of Claimant(s) Corinne M. Lyle Phone (208) 765-2790

Mailing Address 8018 W. Rockford Bay Rd Coeur d'Alene ID Zip 83814
Street or Box City State

2. Date of Priority: (Only one per claim) 09/15/2006
Month/Day/Year (YYYY)

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

4. Location of Point of Diversion is: Township 48N, Range 4W, Section 17,
SE 1/4 of NE 1/4, or Govt. Lot 4 BM. County of Kootenai;

Parcel (PIN) no. 0672000B006A

Additional points of diversion if any: NA

If available, GPS coordinates: N 233.4 E 9709.1 E1 2218.3

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 95-93-N-255 drilled 2-17-93 Size 6" Depth 185'; Pump

Grundfos 10507-12 3/4 HP 7 GPM placed 6/2/99; Use began 8/99; Shared well
extended to this home 9/15/2006

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 (X) 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

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9. Location of Place of Use is: Township 48N, Range 4W, Section 17,
SE 1/4 of NE 1/4, Govt. Lot 4 BM. Parcel (PIN) no. 0672000 B008A
If different than shown in Item 4

for (Check One) Domestic (X) Stock () Domestic and Stock ()

Additional places of use, if any N/A

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

Number of attachments: 2 (Well agreement & map)

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) Corinne M. Kyle Date: 4/14/2010

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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WELL/EASEMENT DEDICATION AND RIGHTS

This document made this 7 day of February, 2007, by Corinne M. Lyle, as Trustee of the Lyle Living Trust dated June 30, 2004 (hereafter referred to as "The Trust") of 8048 W. Rockford Bay Road, Coeur d'Alene, Idaho.

RECITALS

WHEREAS, the above Trust is the owner of Lots 6, 7, 8, and 9, block B, Rockford Bay Summer Homes as recorded in Plat "C", page 219, records of Kootenai County, Idaho, and;

WHEREAS, the Trust has created a lot line adjustment of the above lots dated December 28, 2006. The adjusted parcels are as follows: Parcel A shall be referred to as the land description of lots 6 and 7 and a portion of lot 8, as described on Exhibit "A", attached and incorporated hereto. Parcel B shall be referred to as the land description of lot 9, and a portion of lot 8, as described on Exhibit "B", attached and incorporated hereto, and;

WHEREAS, there exists a well on parcel A, and this document intends to both confirm and/or establish a well easement and to allow both parcels Well and water rights from such Well.

WELL EASEMENT AND RELATED RIGHTS

1. The existing Well on Parcel A shall be used by both Parcel A and Parcel B pursuant to the terms herein.
2. The Well Easement and related rights set forth herein shall be binding upon the heirs and assigns of both Parcels, and the terms and covenants herein shall "run with the land".
3. Both Parcel A and Parcel B shall each have an equal ownership interest in the Well and water from the Well.
4. Parcel B is confirmed and/or granted an easement for ingress and egress over and across Parcel A to access the Well and Parcel B's water line for the inspection, repair, and/or maintenance of the Well. Parcel B is also granted an easement as described on Exhibit "C", attached and incorporated hereto, for ingress, egress, repairs, or maintenance of the Well.
5. Parcel B is also granted an easement and right to cross Parcel A to

inspect the electrical meter relating to the Well, and to inspect the pressure tank (currently located in the basement of the residence located upon Parcel A herein). Such inspection of the pressure tank will be done at times agreed by both parcel owners.

6. The owners of Parcel A and Parcel B shall each pay one-half (1/2) the costs of any repairs, maintenance, or replacement of the Well and pressure tank. Each Parcel is responsible for the maintenance and repairs of their own individual water lines from the Well. However, if either parcel owner or their agents or licensee's causes damage to the Well or pressure tank by their own negligence or actions, such parcel owner shall pay for the entire costs of such repairs to the Well or pressure tank.
7. No fences shall be placed upon Parcel A upon the easement area described on Exhibit "C".
8. As compensation for the electrical usage of the Well, Parcel B shall pay to the owner of Parcel A the sum of \$10.00 per month for such electrical usage. However, if the owner of Parcel B places an automatic water sprinkler system upon their property at any time, such electrical usage shall be increased to \$15.00 per month for the months of June through September each year. Such monthly fee shall commence when the owner of Parcel B moves into their residence upon such property. In the event the owner of Parcel A believes the electrical usage of Parcel B's Well exceeds the monthly amounts set forth above, the parties shall meet and may increase such monthly fees by mutual agreement upon a showing of the actual costs of electrical usage of the Well by the owner of Parcel B.
9. In the event either parcel owner is required to make repairs to the pressure tank or Well (the Well would include the pump), the other parcel owner shall reimburse the costs of such repairs within thirty (30) days.
10. In the event of any dispute regarding the sharing of the Well or the Well water or the interpretation of this agreement, the parcel owners shall agree to mutually select an arbitrator in Kootenai County, Idaho and shall resolve such issues by arbitration, and both parties shall equally divide the costs of such arbitration unless the arbitrator chooses to award the arbitration and/or attorney fees costs to either party.

11. This agreement may be only modified in writing signed by the owners of Parcel A and Parcel B.

Dated this 7 day of February, 2007.

Lyle Family Trust,
dated June 30, 2004

By: Corinne M. Lyle, Trustee
Corinne M. Lyle, Trustee

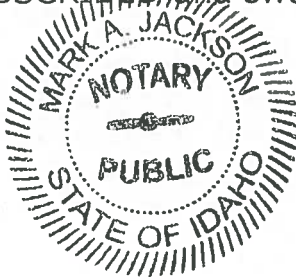
STATE OF IDAHO)
 SS.
COUNTY OF KOOTENAI)

Corinne M. Lyle, being first duly sworn upon oath, deposes and says:

That I am the Trustee of the Lyle Living Trust, dated June 30, 2004, that I have read the foregoing, and I hereby consent to the adoption of the terms herein.

Corinne M. Lyle
Corinne M. Lyle

SUBSCRIBED and sworn to before me this 7 day of February, 2007.



Mark A. Jackson
Notary Public for Idaho,
Residing at: Coeur d'Alene
My Commission Expires: 4/29/12

PARCEL A

ADJUSTED PARCEL NO. 0-6720-00B-006-A

Lots 6 & 7 and a portion of Lot 8, Block B, Rockford Bay Summer Homes as recorded in Plat Book C, Page 219, Records of Kootenai County, Idaho and Tax No. 15547 (all located in Section 17, T48N., R.4W. B.M., Kootenai County, Idaho) and further described as follows:
Beginning at the Southeast corner of said Lot 7, Block B, thence N63°33'07"W along the South line of said Lots 6 & 7 a distance of 149.74 feet to the Southwest corner of Lot 6; thence N17°30'51"E a distance of 139.90 feet to the Northwest corner of Lot 6; thence S50°32'46"E along the North line of Lot 6 a distance of 79.81 feet to the Northwest corner of Lot 7; thence S49°12'02"E a distance of 80.73 feet; thence S17°09'33"W a distance of 7.89 feet to the Northeast corner of Lot 7; thence S76°26'26"E along the North line of said Lot 8 a distance of 15.00 feet; thence S26°41'30"W a distance of 95.79 feet to the Point of Beginning.
Contains 0.428 acres more or less.

Exhibit "A"

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PARCEL B

ADJUSTED PARCEL NO. 0-6720-00B-008-A

Lot 9 and a portion of Lot 8, Block B, Rockford Bay Summer Homes as recorded in Plat Book C, Page 219, Records of Kootenai County, Idaho and located in Section 17, T48N., R.4W. B.M., Kootenai County, Idaho further described as follows:

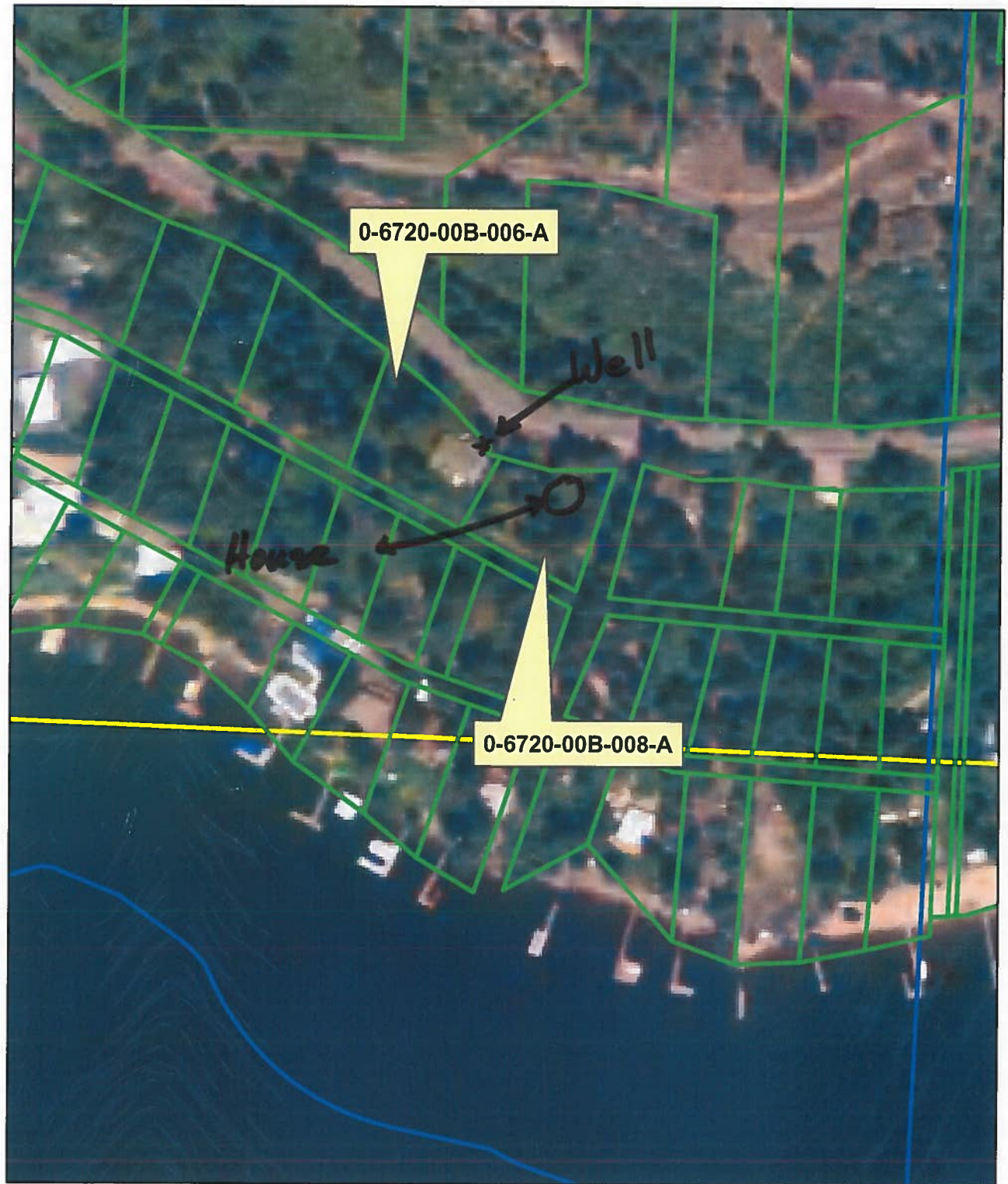
Beginning at the Southwest corner of said Lot 8, Block B; thence N26°41'30"E a distance of 95.79 feet to a point on the North line of Lot 8; thence S76°26'26"E along the North line a distance of 60.22 feet to the Northwest corner of Lot 9; thence N88°41'00"E along the North line of Lot 9 a distance of 79.35 feet to the Northeast corner of Lot 9; thence S17°42'22"W a distance of 147.90 feet to the Southeast corner of Lot 9; thence N63°33'07"W a distance of 151.80 feet to the Point of Beginning.

Contains 0.382 acres more or less.

Exhibit "B"

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LYLE PIN 0-6720-00B-006-A



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