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Form No. 42-1409-2 (Internet 12/08)

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 95-15707Date Received: 6/2/10Receipt No: N024643Received By: D

## 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) Guy P AND VIRGINIA R DEGAARD Phone (208) 664-3882  
Mailing Address 7200 W EAGLE RIDGE RD, COEUR D'ALENE <sup>IDAHO</sup> Zip 83814-7278  
Street or Box City State
- Date of Priority: (Only one per claim) 01/01/2004  
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 31,  
NW 1/4 of SE 1/4, or Govt. Lot \_\_\_\_\_ BM. County of KOOTENAI;  
Parcel (PIN) no. 50N04W-31-8000  
Additional points of diversion if any: T50N124WS.31 NWSE (WELL)  
If available, GPS coordinates: NA
- 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.  
TAB # D0022667 WELL COMPLETED 2002, ADDED TO EXISTING WATERLINES FOR TAB # D0022665 TO SERVE ONE HOME AND ONE SHOP
- 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 .04 cfs ( ) or AFY ( )  
For \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ amount \_\_\_\_\_
- Total Quantity claimed .04 cfs ( ) or AFY ( )
- Non-irrigation uses. Describe fully. (eg. Domestic: give number of households served if single ownership; Stockwater and Number of livestock) 1 HOME AND 1 SHOP

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9. Location of Place of Use is: Township 50N, Range 4W, Section 31,  
NW 1/4 of SE 1/4, Govt. Lot \_\_\_\_\_ BM. Parcel (PIN) no. \_\_\_\_\_

for (Check One) Domestic (☒) Stock ( ) Domestic and Stock ( ) If different than shown in Item 4

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 (☒) 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:

WELL EASEMENT AND AGREEMENT ATTACHED DESCRIBES ACCESS  
AGREEMENT FOR WELL # D0022665 ON TAX LOT  
50N 04W - 31 - 8200

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 (3 PAGES WELL EASEMENT AND AGREEMENT)  
(1 PAGE PARCEL 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) [Signature] Date: JUNE 1, 2010

Virginia P. DeArmo Date: 6-1-2010

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 \_\_\_\_\_

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

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# DEGARMO PIN 50N04W-31-8200



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WELL EASEMENT AND AGREEMENT

THIS INSTRUMENT made and entered into by ROSS WELBURN who is the owner of the following described tracts of property located within the County of Kootenai, State of Idaho:

TRACT 1 - See Exhibit "A" attached hereto and by reference fully incorporated herein.

TRACT 2 - See Exhibit "B" attached hereto and by reference fully incorporated herein.

There is presently a well (see schematic marked Exhibit "C" attached hereto and by referenced fully incorporated herein), known as Well #25, which is located on certain real property described as follows:

TRACT 1 - See Exhibit "A" attached hereto and by reference fully incorporated herein.

It is necessary that a water distribution line be placed to provide transmission of the water to the parcel described as Tract 2 as generally shown on Exhibit "C." It is necessary this instrument be made a matter of record to establish the rights, interests, and further responsibilities as it concerns the maintenance, repair and use of the well and water distribution line to the owner of the property described in Exhibit "B."

NOW THEREFORE, it is hereby established as follows:

1. Well. The well shown in Exhibit "C" shall be used for the exclusive use of Tract 2, to the exclusion of Tract 1. Tract 2 shall have an undivided ownership interest in the well. The water system cannot be expanded to other properties or other uses as limited by this agreement without written consent of the owners of Tract 1 and Tract 2.

2. Well and Water Transmission Easement. An easement is hereby established fifty (50) feet around the well for the placement, maintenance and repair of the well on Tract 1. An easement is also established and reserved for the installation, maintenance and repair of the water transmission line over Tract

1. WELL EASEMENT AND AGREEMENT

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1. Said easement shall be generally depicted in the schematic marked as Exhibit "C" and shall be five (5) feet in width on either side of the water line, for a total of ten (10) feet in width.. An easement is also reserved to provide access to said easement for necessary repairs and maintenance.

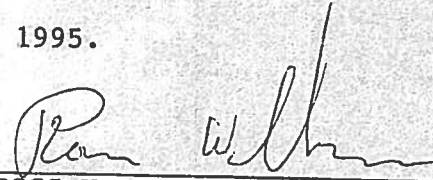
3. Costs. All costs for the construction, maintenance and repair of the well and water transmission line shall be the responsibility of the owner of Tract 2.

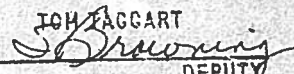
4. Electricity. All electricity for the well and water distribution line shall be the responsibility of the owner of Tract 2..

5. Hookup Costs. All costs to hook onto the system shall be borne by the owner of Tract 2. Any costs for the continued maintenance and repair of the water distribution line and any water meter from the well as is constructed shall be the responsibility of the owner of Tract 2.

6. Attorney's fees. In the event any legal action is necessitated for the enforcement of the terms of this agreement attorney's fees and costs shall be allowed to the prevailing party.

DATED THIS 25 day of April, 1995.

  
ROSS WELBURN

STATE OF IDAHO }  
COUNTY OF KOOTENAI } ss  
AT THE REQUEST OF  
SIMS, LIESCHE, NEWELL  
REAGAN, WALLACE & WALLACE, P.A.  
MAY 2 3 46 PM '95  
JOHN T. AGGART  
  
DEPUTY  
FEES \$ 30.00

2. WELL EASEMENT AND AGREEMENT

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STATE OF IDAHO )  
 ) .ss  
County of Kootenai )

On this 25<sup>th</sup> day of April, 1995, before me,  
KEVIN L. OSVER, a Notary Public for the State of  
Idaho personally appeared ROSS WELBURN known or identified to me  
to be the person whose name is subscribed to the foregoing  
instrument and acknowledged to me that he executed the same.

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

Kevin L. Osver

Notary Public for Idaho  
Residing in: POST FALLS  
Commission Expires: 10-27-99



3. WELL EASEMENT AND AGREEMENT

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RECORDED  
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