

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
BASIC WATER SYSTEM

CIVIL CASE NUMBER: 49576

Ident. Number 95-15325

Date Received: 6-8-11

Receipt No: N027556

Received By: mr

JUN - 8 2011

IDWR/NORTHERN

NOTICE OF CLAIM
TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) MAURICE A DOWN Phone (209) 664-9692
Mailing Address 2125 N. OLIVE AVE #03, TURLOCK CA ZIP 95382-1932
Street or Box City State
2. Date of Priority (Only one (1) per claim) 12-08-2008
Month Day Year (YYYY)

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

4. a. Location of Point of Diversion is: Township 54N, Range 02W, Section 28,
SE, 1/4 of SE, 1/4 Govt. Lot _____, BM., County of BONNER

Parcel (PIN) no. RP54N02W289001A

Additional points of diversion if any: _____

If available, GPS Coordinates _____

b. If instream flow, beginning point of claimed instream flow is:

Township _____, Range _____, Section _____, _____, 1/4 of _____, 1/4

Govt. Lot _____, BM., County of _____

ending point is: Township _____, Range _____, Section _____, _____, 1/4 of _____, 1/4

Govt. Lot _____, BM., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, 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. A DRILLED WELL

480 FEET DEEP, WATER LEVEL AT 78 FEET
BELOW GROUND, PRODUCING 3 GALLONS / MINUTE
6" STEEL CASING FOR 23 FEET, 1 HORSE POWER
5GPM SUBMERSIBLE PUMP DELIVERING TO A 3000
GALLON UNDERGROUND CISTERN - 350 FEET PIPE TO HOUSE

SCANNED
JUN 08 2011

6. Water is claimed for the following purposes:

(both dates are inclusive MM-DD)

(cfs)

(acre feet)

For DOMESTIC purposes from JAN 1 to DEC 31 amount 0.04 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 0.04 CFS (cfs) and/or (b) _____ (acre feet)

8. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock, Etc.) DOMESTIC - ONE HOUSEHOLD

9. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

Twn	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
54N	2W	28																D	

Parcel (PIN) no(s). RP 54 N 02 W 28 9001 A

Total number of acres irrigated _____

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 (X)
If your 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: THIS IS A SHARED WELL ON AN ADJACENT PARCEL SUBJECT TO A WELL AGREEMENT AND AGREEMENT SIGNED 9-8-2011 AND RECORDED UNDER BONNER COUNTY RECORDER'S NUMBER 798452 ON 9-10-2010 (SEE ATTACHED)

Last Name _____ Identification No. _____

SCANNED
JUN 08 2011

Scale: 2 Inches equals 1 mile

A 20x20 grid map. The grid is divided into four 10x10 quadrants. The top-left quadrant is labeled 'TOWNSHIP 54 N' and the top-right quadrant is labeled 'RANGE 2 W'. The bottom-left quadrant is labeled 'SECTION 28' and the bottom-right quadrant is labeled 'SECTION 27'. A well is located in the bottom-left quadrant, specifically in the 10th row and 10th column from the bottom-left corner. The well is marked with a blue circle and the word 'WELL' written next to it. The grid lines are black and the text is blue.

SCANNED
JUN 08 2011

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 IDWR D0055501
SEE ATTACHED

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: EIGHT

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) Maurice P. Doan Date: 5-25-11

Date: _____

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am

Title of _____ Organization

that I have signed the foregoing document in the space below as

Title of _____ 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.

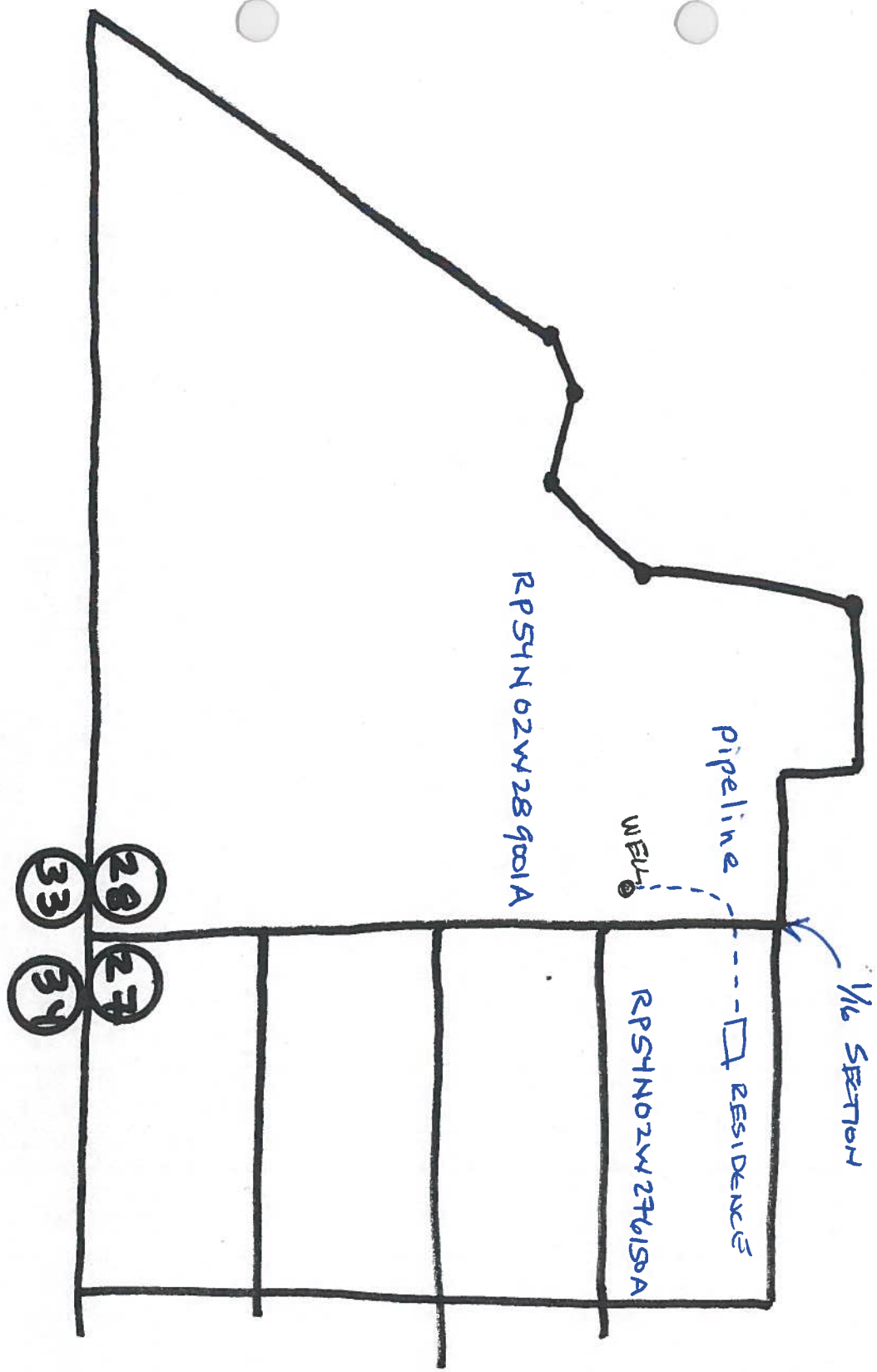
Signature _____ Date _____

Address _____

Last Name _____ Identification No. _____

SCANNED
JUN 11 8 2011

SCANNED
JUN 08 2011



SECTION CORNER
TOWNSHIP 54 N RANGE 2W

IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

Office Use Only			
Inspected by			
Twp	Rge	Sec	
	1/4	1/4	1/4
Lat:	:	Long:	:

1. DRILLING PERMIT NO. _____

Other IDWR No. D0055501

2. OWNER:

Name Norman DownAddress P.O. Box 11197City Bainbridge Island State WA Zip 98110

3. LOCATION OF WELL by legal description:

Sketch map location must agree with written location

N

W		E	Twp. <u>54</u> North ☒ or South ☐
			Rge. <u>2</u> East ☐ or West ☒
			Sec. <u>28</u> 1/4 SE 1/4 SE 1/4
			10 acres 40 acres 160 acres

S

Gov't lot _____ County Bonner

Lat: _____ Long: _____

Address of Well Site 1094 Salee Creek RoadCity Bayview

(Give at least name of road + Distance to Road or Landmark)

Lt. _____ Blk. _____ Sub. Name _____

4. USE:

☒ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation
☐ Thermal ☐ Injection ☐ Other _____

5. TYPE OF WORK check all that apply (Replacement etc.)

☒ New Well ☐ Modify ☐ Abandonment ☐ Other _____

6. DRILL METHOD

☒ Air Rotary ☐ Cable ☐ Mud Rotary ☐ Other _____

7. SEALING PROCEDURES

SEAL/FILTER PACK			AMOUNT	METHOD
Material	From	To	Sacks or Pounds	
Bentonite	0	23	400#	dry granular

Was drive shoe used? ☒ Y ☐ N Shoe Depth(s) 23'Was drive shoe seal tested? ☐ Y ☒ N How? _____

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
6"	+2	23	.250	Steel	☒	☐	☒	☐
4"	20	480	S 40	PVC	☐	☒	☐	☐
					☐	☐	☐	☐

Length of Headpipe _____ Length of Tailpipe _____

9. PERFORATIONS/SCREENS

☒ Perforations Method saw-cut 1/8" x 6" certa lok☐ Screens Screen Type _____

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
460	480	1/8	36	4"	PVC	☐	☒
						☐	☐
						☐	☐

10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

78 ft. below ground Artesian Pressure _____ lb

Depth flow encountered _____ ft. Describe access port or control devices: _____

11. WELL TESTS:

☐ Pump ☐ Bailer ☒ Air ☐ Flowing Artesian

Yield gal/min.	Drawdown	Pumping Level	Time
2-3			8 hrs

Water Temp. _____ Bottom hole temp. _____

Water Quality test or comments: Cold and clearDepth first Water Encountered 83'

12. LITHOLOGIC LOG: (Describe repairs or abandonment)

Water

Bore Dia	From	To	Remarks: Lithology, Water Quality & Temp.	Y	N
10"	0	18	Sand, gravel, cobbles	☐	☒
8"	18	20	Sand, gravel, cobbles	☐	☒
	20	23	Granite, decomposed, tan	☐	☒
6"	23	29	Granite, white, tan	☐	☒
	29	35	Granite, white, pink, grey	☐	☒
	35	47	Granite, white, black, green	☐	☒
	47	56	Granite, white, pink, tan, soft	☐	☒
	56	83	Granite, pink, tan, grey	☒	☐
	83	111	Granite, green, tan, grey	☐	☒
	111	133	Granite, white, black, grey	☐	☒
	133	147	Granite, white, pink, grey	☐	☒
	147	170	Granite, white, tan, grey	☐	☒
	170	173	Granite, pink, grey, soft	☐	☒
	173	212	Granite, grey, green, blk & wht	☐	☒
	212	263	Granite, pink, white, black	☐	☒
	263	277	Granite, red, white, grey	☐	☒
	277	294	Granite, green, white, black	☐	☒
	294	309	Granite, grey, green, white	☐	☒
	309	312	Granite, pink, white, grey	☐	☒
	312	337	Granite, green, black, white	☐	☒
	337	360	Granite, tan, grey, green	☒	☐
	360	374	Granite, pink, tan, grey	☐	☒
	374	410	Granite, grey, white, black	☐	☒
	410	418	Granite, pink, white, tan	☐	☒
	418	427	Granite, grey, green, tan, grey	☒	☐
	427	445	Granite, red, pink, tan	☐	☒
	445	457	Granite, green, fractured	☐	☒
	457	480	Granite, repetitive layers of pink, green, salt & pepper matrix, med hard	☐	☒

Completed Depth: 480

(Measurable)

Date: Started 12-01-08Completed 12-03-08

13. DRILLER'S CERTIFICATION

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Firm Name McCarthy Drilling & Pump IncFirm No. 586Firm Official [Signature]Date 12-8-08

Supervisor or Operator _____

Date _____

(Sign once if Firm Official & Operator)

Date: 12/8/2008 Time: 11:57:45 AM

SCANNED
JUN 11 8 2011

ACCOMMODATION RECORDING
SANDPOINT TITLE INSURANCE CO. HAS
NOT EXAMINED THIS DOCUMENT, ASSUMES
NO LIABILITY AS TO THE VALIDITY AND
ITS EFFECTS UPON THE TITLE.

CATHERINE L. DULLEA, CHTD.
Attorney at Law
101 North Fourth Avenue, Suite 204
Sandpoint, ID 83864
Phone: (208) 265-2276
Fax: (208) 265-1556

Instrument # 798452

BONNER COUNTY, SANDPOINT, IDAHO
9-10-2010 02:36:12 No. of Pages: 11
Recorded for: STI
MARIE SCOTT Fee: 40.00
Ex-Officio Recorder Deputy *CB*
Index to: MISC

WELL AGREEMENT AND EASEMENT

THIS AGREEMENT is entered into by and between NORMAN DOWN and LISA W. DOWN, husband and wife ("Down"), of P.O. Box 11197, Bainbridge Island, WA 98110, and their successors in interest, and MAURICE A. DOWN, TRUSTEE OF THE MAURICE A. DOWN REVOCABLE TRUST ("Down Trust"), of 2125 N. Olive Ave., Apt. D-3, Turlock, CA 95382, and his successors in interest, in regard to use of a well situated on a parcel of real property owned by Down, described as follows:

SEE ATTACHED EXHIBIT "A"
(hereinafter "Down property")

Said well is appurtenant to and for the perpetual benefit of the Down property, and is also appurtenant to and for the perpetual benefit of the real property described as follows:

The North half of the Northwest quarter of the Southwest quarter of the Southwest quarter, in Section 27, Township 54 North, Range 2 West, Boise Meridian, Bonner County, Idaho.

(hereinafter "Down Trust property").

IN CONSIDERATION of the mutual promises and covenants made herein, the receipt and sufficiency of which consideration is hereby acknowledged, the undersigned agree as follows:

1. Ownership. The owners of the Down property and Down Trust property are hereby granted for the perpetual benefit of each of their said parcels as described herein, a one-half undivided interest in and to the above-described well, including casing, well pump, 3000 gallon below-ground cistern, booster pump, electrical meter, pump controls, and road access to well-head from Salee Creek Road.

2. Maintenance. The owners of the Down property and Down Trust property shall share equally the costs to maintain the well system and its components, one share per parcel, including but not limited to installation, maintenance, repair, replacement, and additions to the components of the well system including cistern, excepting that the installation, repair, maintenance and replacement of pressure tanks, components of lift stations from the cistern to the respective parcels, and of water and electric lines from the well to the respective parcels shall be borne by the owners of each parcel, and not shared; and excepting as follows. Water from the well will be pumped to a 3,000 gallon cistern. The cost of the pump from the well to the cistern, and its installation, maintenance, repair and/or replacement shall be shared equally. Each parcel shall also have a lift station and shall be required to have separate pumps, pressure tanks and water and electric meters.

A base fee of \$10.00 per month shall be paid to the owners of the Down parcel. In the event the electric cost for the pump from the well to the cistern is more than \$20.00 per month, the overage shall be split on a prorata basis based on actual water usage. The owners of the two parcels may unanimously agree to hire a well manager, in which case the costs of such management shall be split equally between the parcel owners, one share per parcel.

In the event that owners of either of the parcels affected by this document fail to pay any of the costs of usage of the well, including but not limited to base fee, additional usage fee, installation, repair, maintenance and replacement of components of the systems, the owners of the other parcel may cause a lien against the non-paying owners' property for their share of said costs and fees, said lien to be recorded in the public records of Bonner County, Idaho. Said lien may be foreclosed in the manner of foreclosure of homeowner association or condominium association fee liens.

3. Emergency Repairs. Excepting in an emergency, defined as any condition which has caused or imminently shall cause no water to be available to either parcel, no major repairs or replacements shall be done without agreement between the owners of the Down property and Down Trust property as to the scope and cost of such repairs, one vote per parcel. Major repairs include any cost over \$500.00 (Five Hundred and no/100 Dollars). In the event either the owners of the Down property or Down Trust property unilaterally incur more than \$500.00 in costs without agreement, the owners who incur the costs shall be solely responsible for payment of such costs, and shall

indemnify and hold the owners of the other property harmless therefrom, including but not limited to ensuring no providers of labor or materials perfect any lien rights under the Idaho Code or common law. In the event of emergency as defined above, such costs may be unilaterally incurred by the owners of the Down property or Down Trust property if the owners of one of the parcels cannot be reached within 24 hours, in which case costs of repair sufficient to restore water or ensure that water will be available shall be split equally between the owners of the Down property and Down Trust property, 50% each.

4. Use of Water. The owners of the Down property and Down Trust property shall each be entitled to use of 700 gallons of water per day per parcel, or one half of the output, whichever is LESS. More may be used by one set of property owners with the other owners' permission. The water shall be used for normal residential and domestic purposes for one residence per parcel only. There shall be no livestock watering or irrigation. In the event of insufficient water for residential domestic use for both properties, the owners of the respective parcels shall share equally the costs of drilling another well on the Down Trust property, one share per parcel, and in that event, the owners of the Down property and Down Trust property will execute and record an abandonment of this Agreement, and the well that is the subject of this Agreement shall thenceforth be appurtenant to the Down property only and the owners of the Down Trust property shall have no further rights in and to the well located on the Down property, and the new well on the Down Trust property shall be appurtenant to the Down Trust property only and the owners of the Down property shall have no rights in and to the new well located upon the Down Trust property.

5. Quality and Quantity. The owners the Down property do not guarantee the quality of the water and shall bear no responsibility for the quality or from any health risks that result from the consumption or use of water from the well.

6. Easements.

a. NORMAN DOWN and LISA W. DOWN, husband and wife, do hereby GRANT, BARGAIN, SELL AND CONVEY unto MAURICE A. DOWN, TRUSTEE OF THE MAURICE A. DOWN REVOCABLE TRUST, his successors and assigns, a perpetual Easement, 15 feet on either side of the centerline, over, under and across the Down property, for access to the well site and for a water line and an electric line if necessary, and for maintenance, repair and/or any replacements thereto in the same location, from said well to the boundary between

the Down property and Down Trust property, for the perpetual benefit of the Down Trust property. Said easement includes the right to enter onto the Down property for the limited purposes of maintenance replacement and repair of the well, components of the well system, and water and electric line servicing the Down Trust property. In the event of such entry, the Down property shall be restored to its pre-entry condition at the cost of the owners of Down Trust property unless the entry benefited both parcels, in which case said cost shall be split equally, one half per parcel. The water line and electric line shall be placed in such a way to effect minimum disturbance of the Down property, and shall not interfere with a water line in favor of Dolan as of the time of the execution of this document. The centerline of this easement is described in the attached Exhibit "B".

b. NORMAN DOWN and LISA W. DOWN, husband and wife, do hereby GRANT, BARGAIN, SELL AND CONVEY unto MAURICE A. DOWN, TRUSTEE OF THE MAURICE A. DOWN REVOCABLE TRUST, his successors and assigns, a perpetual Easement 15 feet on either side of the centerline, over and across the Down property, for vehicular access to the well site, for maintenance, repair and/or any replacements of the well, cistern, electrical meter and controls from said well to the boundary between the Down property and the Down Trust property, for the perpetual benefit of the down Trust property. Said easement includes the right to enter onto the Down property for the limited purposes of maintenance replacement and repair of the well, components of the well system, and water and electric line servicing the Down Trust property. In the event of such entry, the Down property shall be restored to its pre-entry condition at the cost of the owners of Down Trust property unless the entry benefited both parcels, in which case said cost shall be split equally, one half per parcel. The water line and electric line shall be placed in such a way to effect minimum disturbance of the Down property, and shall not interfere with a water line in favor of Dolan as of the time of the execution of this document. The centerline of this easement is described in the attached Exhibit "C".

7. Restriction Against Building and Neighbor's Water Line. Neither the owners of the Down property nor Down Trust property shall build any structure or engage in any activity or nuisance which shall be considered as detrimental to the maintenance of the well and water quality thereof. At the time of the execution of this document, a water line crosses a portion of the Down property in favor of Dolan. The Dolan water line is staked. In the event of any damage to the Dolan water line by the owners of the Down property or Down Trust

property, the owners of the property who caused the work to be done which caused the damage to the Dolan water line shall be required to immediately repair said damage at their sole cost.

8. Existing Water Rights. This Agreement does not affect any surface or other existing water rights that are appurtenant to either of the parcels affected by this document.

9. Costs and Fees. In the event of dispute over the terms of this agreement, which dispute results in litigation, the prevailing party shall be entitled to an award of costs and reasonable attorney's fees.

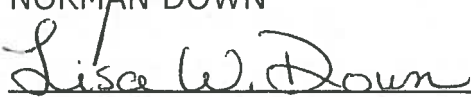
10. Exhibit. The approximate location of the well, Down Trust water line and Dolan water line easement, underground cistern, electrical meter base and maintenance and road easement are attached hereto as Exhibit "C" and incorporated by reference.

11. Kootenai Electric Authorization. By their signatures hereon, the parties authorize Kootenai Electric to provide power from the power pole on Salee Creek Road to the meter base located on the Down property.

This document may be executed in counterparts.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the dates appearing opposite their respective signatures.



NORMAN DOWN


LISA W. DOWN

Dated: 9-8-, 2010

Dated: 9/8, 2010

MAURICE A. DOWN REVOCABLE TRUST

Maurice A. Down
By: MAURICE A. DOWN, TRUSTEE

Dated: Sept 1st, 2010

STATE OF _____)
County of _____) ss.

See Attached

This day personally appeared before me, the undersigned Notary Public, MAURICE A. DOWN, known or proven to me to be the person whose signature is subscribed to the within instrument as TRUSTEE OF THE MAURICE A. DOWN REVOCABLE TRUST, and acknowledged to me that he executed the same as such Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____, 2010.

Notary Public
Residing at: _____
Comm. Exp.: _____