

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 95-13951Date Received: 04/02/2010Receipt No: N023978AReceived By: lmm

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) Glin Tw and Cindy L. Hull Phone 208 667-3048Mailing Address 2980 W Hull Rd CDN ID Zip 83814
Street or Box City State2. Date of Priority: (Only one per claim) 11-10-1937
Month/Day/Year (YYYY)3. Source of water supply (Check one) Ground Water () or Other ☒ (a) Spring
which is tributary to (b) SKINS4. Location of Point of Diversion is: Township 49N, Range 04W, Section 1,
SW 1/4 of NW 1/4, or Govt. Lot _____ BM. County of _____;Parcel (PIN) no. 49W 04W-01-4050Additional points of diversion if any: CH. AA (second spring - same
NA legal as above)

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.

man made pond filled by spring
on bed of pond. second developed spring
300 ft from pond

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

For Stock water purposes from 01-01 to 12-31 amount .02 cfs () or AFY ()

For _____ purposes from _____ to _____ amount _____

7. Total Quantity claimed .02 cfs ☒ or AFY ()

8. Non-irrigation uses. Describe fully. (eg. Domestic: give number of households served if single ownership;

Stockwater and Number of livestock) 30 head mix stock

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9. Location of Place of Use is: Township 49N, Range 04W, Section 1,
SW 1/4 of NW 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 _____

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.

95-8316 or None ()

13. Remarks:

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

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) C. W. Hill Date: 4-2-10

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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HULL PIN 49N04W-01-4050



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ARTICLES OF AGREEMENT, Made this tenth day of November
in the year of our Lord, One Thousand Nine Hundred and thirty-seven between
Albin Anderson and Mary A. Anderson, husband and wife
of Coeur d'Alene, County of Kootenai, State of Idaho
part ies of the first part and C. W. Hull and Cora Hull, husband and wife
of Kootenai County, State of Idaho

, part ies of the second part.

WITNESSETH, That if the parties of the second part shall first make the payments and perform the covenants hereinafter mentioned on their part to be made and performed the said parties of the first part hereby covenant and agree to convey and assure to the said part of the second part, in fee simple, clear of all incumbrances whatever, by a good and sufficient Warranty Deed, the lot, piece or parcel of ground, situated in the County of Kootenai, and State of Idaho, known and described as the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 1, in Township 49, North Range 4 W.B.M., Kootenai County, Idaho except that portion on which is located a spring and deeded on June 27th, 1925 to John F. Casper & Elizabeth S. Casper, husband & wife filed for record on June 10th, 1926 and recorded in Book 86 of Deeds on page 15, Records of Kootenai County, Idaho. Also subject to a certain easement on said land given to John F. Casper & Elizabeth S. Casper, husband & wife as described in deed dated June 27th, 1925 and recorded in Book 86 of Deeds on Page 15, Records of Kootenai County, Idaho.

And the said parties of the second part hereby covenant and agree ^{with the} ~~to pay~~ said parties of the first part ~~to pay~~ ^{to cut and deliver to the parties of the first part on or before five years, one hundred and fifty cords of wood, it being understood that at least thirty cords of wood shall be cut and delivered to the parties of the first part each year. It being understood that said wood shall be delivered by second parties to an accessible place on above described land.} as follows, to-wit: ~~To cut and deliver to the parties of the first part on or before five years, one hundred and fifty cords of wood, it being understood that at least thirty cords of wood shall be cut and delivered to the parties of the first part each year. It being understood that said wood shall be delivered by second parties to an accessible place on above described land.~~

~~and to pay all taxes, assessments or impositions that may be legally levied or imposed upon said land, subsequent to the year 1937. And in case of the failure of said parties of the second part to make either of the payments, or any part thereof, or perform any of the covenants on their part hereby made and entered into, this contract shall, at the option of the parties of the first part, be forfeited and determined, and the parties of the second part shall forfeit all payments made by them on this contract, and such payments shall be retained by the said parties of the first part in full satisfaction and liquidation of all damages by them sustained, and they shall have the right to enter and take possession of the premises aforesaid.~~

IT IS MUTUALLY AGREED by and between the parties hereto, that the time of payment shall be the essence of this contract, and that all the covenants and agreements herein shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

In WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of
R. E. Danby

Albin Anderson
Mary A. Anderson
C. W. Hull
Cora Hull

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