

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 95-15620Date Received: 10-12-10Receipt No: N026118Received By: cm

RECEIVED

OCT 12 2010

IDWR/NORTHERN

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) Russell and Lorie Hansen Phone (509) 710-7721Mailing Address 2410 E. 58th Spokane WA Zip 99223
Street or Box City State2. Date of Priority: (Only one per claim) _____
Month/Day/Year (YYYY)3. Source of water supply (Check one) Ground Water (☒) or Other () (a) well/domestic
which is tributary to (b) _____4. Location of Point of Diversion is: Township 48N, Range 04W, Section 34,
SW 1/4 of SW 1/4, or Govt. Lot _____ BM. County of Kootenai _____;

Parcel (PIN) no. _____

Additional points of diversion if any: SEE Attached water well & Utility Agreement

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.

Well with pump

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 .04 cfs (☒) or AFY ()

For _____ purposes from _____ to _____ amount _____

7. Total Quantity claimed .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 - 1 homeSCANNED
OCT 12 2010

9. Location of Place of Use is: Township 48N, Range 04W, Section 34,
Sec 1/4 of SW 1/4, Govt. Lot 2 BM. Parcel (PIN) no. 01760 0010160
If different than shown in Item 4

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

Additional places of use, if any See Attached Water well & Utility

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:

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: _____

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: 10/08/2010

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 _____ Date _____

Address _____

Last Name _____ Identification No. _____

SCANNED
OCT 12 2010

After Recording, return to:

EDWIN B. HOLMES, ISB 4668
HOLMES LAW OFFICE, P.A.
8109 N WAYNE DRIVE
POST OFFICE BOX 0569
HAYDEN ID 83835-0569
VOICE: (208) 762-0100
FACSIMILE: (208) 762-0199
E-MAIL: holmeslawoffice@verizon.net
Attorney for Grantor

WATER WELL AND UTILITY EASEMENT AGREEMENT

THIS WATER WELL AND UTILITY EASEMENT AGREEMENT IS MADE AND ENTERED INTO this 20th day of December, 2006 by and between NANCY K. HOVEN, (formerly known as Nancy K. Byrum), a married person dealing in her sole and separate property, as Grantor (hereinafter referred to as "Grantor") and RUSSELL G. HANSON and LORIE K. HANSON, husband and wife, whose address is 2410 E 58th Street, Spokane WA 88223 (hereinafter collectively referred to as "Grantee"), as it concerns the establishment of water and utility easements over certain real property owned by Grantor.

I. RECITALS:

- A. WHEREAS, Grantor is the owner of the following described real property located in the County of Kootenai, State of Idaho: **The Southwest Quarter of the Southwest Quarter of Section 48, Township 4 West, Boise Meridian, County of Kootenai, State of Idaho** (hereinafter referred to as the "Grantor's Property");
- B. AND, WHEREAS, Grantee is the owner of the following described real property located in the County of Kootenai, State of Idaho, lying adjacent to above-described property: **Lot 16, Block 1, DEWEY'S COTTONWOOD BAY TRACTS FIRST ADDITION, according to the plat thereof filed in Book "D" of Plats, at Page 166, records of Kootenai County, Idaho** (hereinafter referred to as the "Grantee's Property");
- C. AND, WHEREAS, in the Summer of 2005 Grantee inadvertently developed a water well on a portion of Grantor's Property for the use and benefit of the Grantee's Property without the prior permission or knowledge of Grantor;
- D. AND WHEREAS Grantor is willing to provide an easement to Grantee for Grantee's continued use of said water well. Said easement is to be strictly limited to the current location of said water well. In exchange for said easement, Grantee is willing to pay to Grantor the sum of seven thousand five hundred dollars (\$7,500.00).

NOW, THEREFORE, in consideration of the foregoing and other good and sufficient consideration in hand paid, the receipt of which is hereby acknowledged, the parties agree as follows:

II. GRANTS OF EASEMENT.

A. Grantor hereby bargains, sells, assigns, conveys and conveys unto Grantee, a non-exclusive easement for the use of a single family residential water well on the Grantor's Property. The location of said easement shall be strictly limited to the current location of the water well (hereinafter referred to as the "Grantee's Well") that Grantee has developed on the Grantor's Property.

1. Said current location of the Grantee's Well is located, approximately, **in the northern twenty feet (20.00') of the eastern twelve feet (12.00') of the Grantor's Property.**

a. Grantee does not have an easement over, across or under the entirety said northern twenty feet (20.00') of the eastern twelve feet (12.00') of the Grantor's Property. The easements conveyed to Grantee herein are strictly limited to the absolute minimum area of said northern twenty feet (20.00') of the eastern twelve feet (12.00') of the Grantor's Property necessary for the limited purposes set forth herein. Except as expressly set forth herein, Grantee has no other right, title or interest in any portion of Grantor's Property.

2. The Grantee's Well is further identified as Idaho Department of Water Resources Well Tag No. D0040344 and Drilling Permit No. 834729.

B. Grantor further hereby bargains, sells, assigns, conveys and conveys unto Grantee, a five foot wide (5.00') non-exclusive pedestrian ingress and egress easement for Grantee's accessing the Grantee's Well for maintenance and repair purposes. The location of said pedestrian ingress and egress easement shall begin at the location of the Grantee's Well and shall run easterly along the **shortest** route to the eastern boundary of Grantor's Property (hereinafter referred to as the "Access Corridor").

1. Grantee shall have no right to develop or otherwise improve the Access Corridor and the Access Corridor shall remain in an undeveloped natural condition. No gates, fencing, barriers, "No Trespassing" signs or other similar objects shall be placed on any portion of the Grantor's Property, including but not limited to the Access Corridor, by Grantee.

2. The term "maintenance and repair" does not include any right of the Grantee to re-drill or deepen the pumping depth of Grantee's Well nor the

SCANNED
OCT 12 2010

right to replace or relocate the Grantee's Well on any portion of the Grantor's Property.

3. As soon as weather conditions permit, Grantee shall restore those portions of Grantor's Property that were excavated or otherwise disturbed by the drilling and development of Grantee's Well to substantially the same or better condition that existed immediately prior to said drilling and development work. Said restoration activities include, but are not limited to backfilling, compacting and re-seeding any holes, trenches or other depressions created/excavated on Grantor's Property as a result of said drilling and development work.

- C. Grantor further hereby bargains, sells, assigns, conveys and conveys unto Grantee, a five foot wide (5.00') non-exclusive underground utility line easement for the placement and maintenance of one (1) water transmission line and one (1) electrical transmission line for the operation of the Grantee's Well. The location of said underground utility line easement shall be measured two and one half feet (2.50') on each side of the existing underground water and electrical transmission lines that Grantee has installed on Grantor's Property.

1. Grantee shall have no right to relocate said underground water and electrical transmission lines and shall have no right to install any additional utility transmission lines on any portion of the Grantor's Property.

III. SCOPE AND DURATION OF EASEMENTS.

- A. The easements granted herein shall be appurtenant to the Grantee's Property.
- B. The easements granted herein shall be limited in scope to servicing and benefitting one (1) single family residence located on the Grantee's Property and said easements cannot be used to service or benefit more than one (1) single family residence located on the Grantee's Property.
- C. The easements granted herein are for domestic use only and cannot be used for any type of commercial or agricultural uses.
- D. The easements granted herein cannot be expanded to service or benefit any other parcel of real property other than Grantee's Property.
- E. The term of the easements granted shall be for the useful life of the Grantee's Well. Once the Grantee's Well is no longer capable of producing a usable quantity of potable water for single family domestic purposes, the easements

granted herein shall terminate.

IV. MAINTENANCE COSTS. All costs for the construction or maintenance of the Grantee's Well and the easements conveyed herein shall be paid by Grantee. No lien and/or encumbrance shall be allowed to be placed on Grantor's Property as a result of any construction or maintenance costs.

A. The Grantee, on behalf of the Grantee and the Grantee's heirs, successors, assigns, purchasers, or transferee of any kind, covenants and agrees with the Grantor and the Grantor's heirs, successors, assigns, purchasers, or transferee of any kind, to indemnify, defend, and hold harmless any owner of all or part of the Grantor's Property from any loss, claim, or other liability of any nature (including attorney fees and costs) that may result directly or indirectly from any use of the Grantee's Well or any of the easements conveyed herein by the Grantee or any other person or entity.

1. This section IV shall survive and remain enforceable notwithstanding any termination or rescission of this Easement Agreement or a determination by a court of competent jurisdiction that all or any portion of the remainder of this Easement Agreement is void, illegal, or against public policy.

V. GENERAL PROVISIONS.

A. **Attorney Fees and Costs.** If a suit, action, or other proceeding arising out of or related to this Easement Agreement is instituted by any party to this Easement Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, expert witness fees, and costs:

1. Incurred in any settlement negotiations;
2. Incurred in preparing for, prosecuting or defending any suit, action, or other proceeding; and,
3. Incurred in preparing for, prosecuting or defending any appeal of any suit, action, or other proceeding.
4. For the purpose of this section, "attorney fees" shall mean and include attorney fees and paralegal fees.
5. This section V.A shall survive and remain enforceable notwithstanding any termination or rescission of this Easement Agreement or a determination by a court of competent jurisdiction that all or any portion of the remainder of this Easement Agreement is void, illegal, or against

public policy.

- B. This Easement Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho. The parties agree that the courts of Idaho shall have exclusive jurisdiction and agree that Kootenai County is the proper venue.
- C. Time is of the essence with respect to the obligations to be performed under this Easement Agreement.
- D. To the extent permitted by law, any remedies described in this Easement Agreement are cumulative and not alternative to any other remedies available at law or in equity.
- E. The failure or neglect of a party to enforce any remedy available by reason of the failure of the other party to observe or perform a term or condition set forth in this Easement Agreement shall not constitute a waiver of such term or condition. A waiver by a party:
 - 1. Shall not affect any term or condition other than the one specified in such waiver; and,
 - 2. Shall waive a specified term or condition only for the time and in a manner specifically stated in the waiver.
- F. This Easement Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind.
- G. Upon the execution of this Easement Agreement Grantee shall pay to Grantor the sum of seven thousand five hundred dollars (\$7,500.00). Said payment shall be by cashier's check or certified funds. The recordation of this Easement Agreement in the public records of Kootenai County, Idaho by the Grantor, or Grantor's attorney, shall constitute Grantor's acknowledgment of said funds.
- H. This Easement Agreement, constitutes the entire agreement among the parties and supersedes all prior memoranda, correspondence, conversations and negotiations.

IN WITNESS WHEREOF the parties hereto have executed this Easement Agreement the day and year first above written.


NANCY K. HOVEN

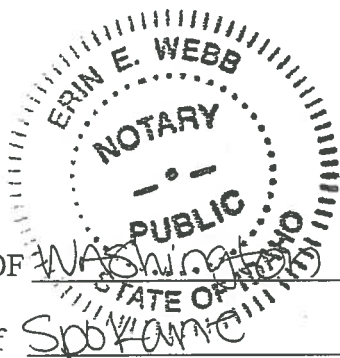
Russell G. Hanson
RUSSELL G. HANSON

Lorie K. Hanson
LORIE K. HANSON

STATE OF IDAHO)
SS.
County of Kootenai)

On this 20th day of December, 2006, before me, Erin E. Webb, a Notary Public for the State of Idaho, personally appeared NANCY K. HOVEN, 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.

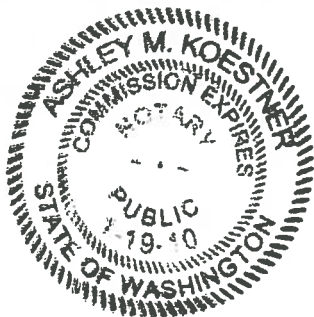


Erin E. Webb
Notary Public for Idaho
Residing in: Hayden, ID
Commission Expires: 8/12/2008

STATE OF Washington)
SS.
County of Spokane)

On this 19th day of December, December, 2006, before me, Ashley M. Koestner, a Notary Public for the State of Washington, personally appeared RUSSELL G. HANSON and LORIE K. HANSON, known or identified to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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



Ashley M. Koestner
Notary Public for Washington
Residing in: Spokane
Commission Expires: 1/19/10