

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 95-15318

Date Received: 6-8-11

Receipt No: N027579

Received By: ll

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) BRETT JARNES Phone (208) 659-3816

Mailing Address 31119 N CLAGSTONE ATHOL ID 7 Zip 83801
Street or Box City State

2. Date of Priority: (Only one per claim) 07-31-2007
Month/Day/Year (YYYY)

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

4. Location of Point of Diversion is: Township 53N, Range 03W, Section 7,
SE 1/4 of SE 1/4, or Govt. Lot _____ BM. County of KOOTENAI;
Parcel (PIN) no. 0-5687-001-002-0

Additional points of diversion if any: _____

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 ON LOT 2 BLOCK 1 OLDSTONE ESTATES

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

For DOMESTIC purposes from 1/1 to 12/31 amount 0.04 cfs (✓) or AFY ()

For _____ purposes from _____ to _____ amount _____

7. Total Quantity claimed 0.04 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 FOR 1 HOME

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9. Location of Place of Use is: Township 53N, Range 03W, Section 7,
NE 1/4 of SE 1/4, Govt. Lot _____ BM. Parcel (PIN) no. 53N03W-07-7200
If different than shown in Item 4
for (Check One) **Domestic** (✓) **Stock** () **Domestic and Stock** ()

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.

_____ 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) B. A. Jones Date: 6-8-11

_____ 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.

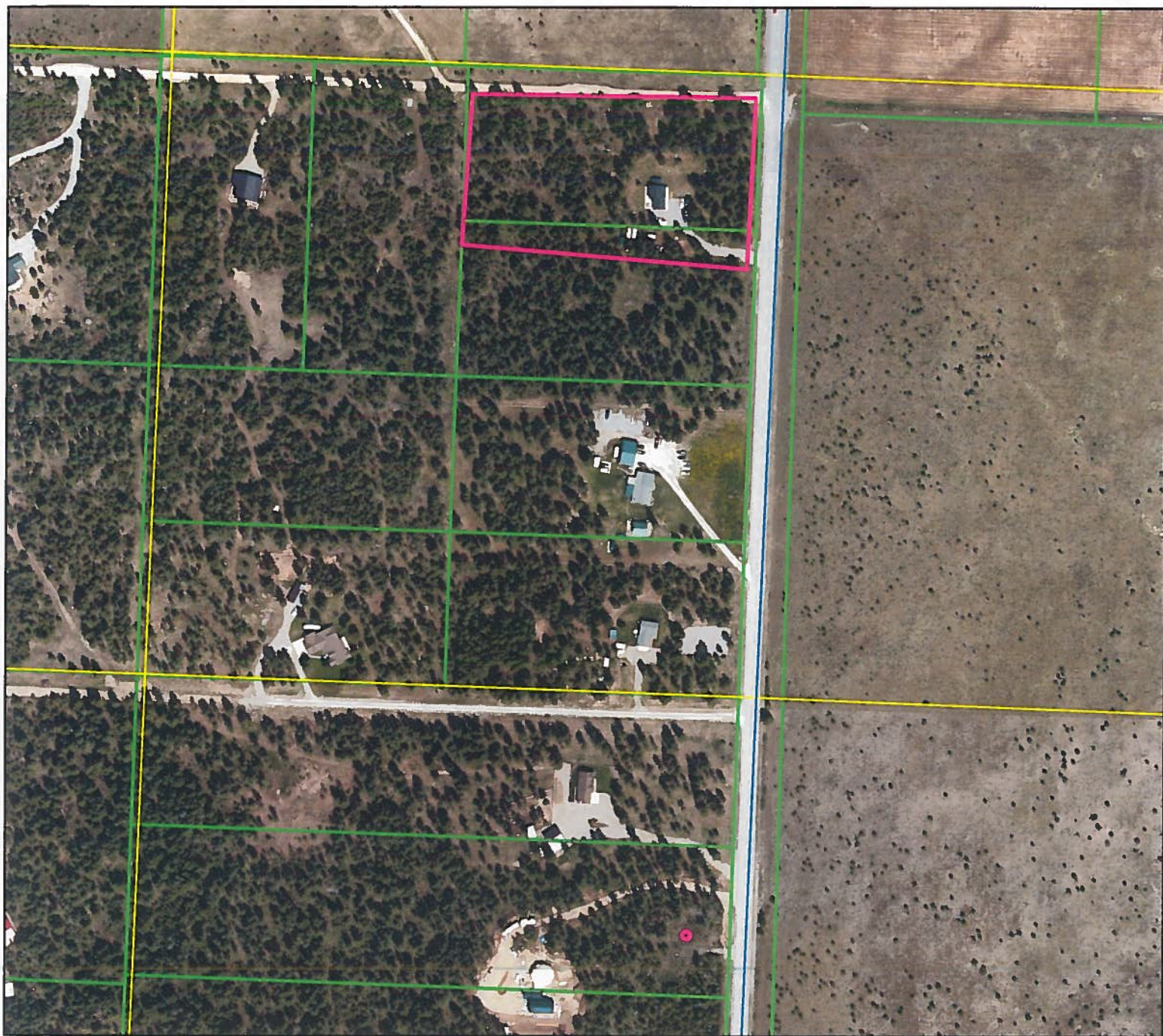
Signature _____ Date _____

Address _____

Last Name JARNES Identification No. _____

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JARNES



Legend



Working_POD



Working_POU



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STATE OF IDAHO
COUNTY OF KOOTENAI } SS
AT THE REC'D OFFICE OF
Kootenai Tax

OCT 25 1 56 PM '00

DANIEL J. ENGLISH

DEPUTY 36.00

WATER AGREEMENT

THIS AGREEMENT made and entered into this 31st day of August, 2000 by and between KOOTENAI INVESTMENT CO., INC., an Idaho corporation, hereinafter referred to as "Kootenai", and the owners of certain real property located in the southeast 1/4 of section 7, township 53 north, range 3 west, Boise Meridian, Kootenai County, Idaho as is more particularly described hereinbelow, hereinafter referred to as "Owners".

R E C I T A L S

A. Kootenai owns a water well located on a portion of lot 2, block 1 of Oldstone Estates, Kootenai County, Idaho as depicted on the short plat thereof recorded in the office of the Kootenai County Recorder, together with related equipment and pipelines referred to herein as the "water system".

B. The Owners and the real property subject to this Agreement are:

(1) Kootenai owns lots 1, 2, 3, and 4 of Oldstone Estates and a parcel of real property approximately 4.88 acres in size north of Oldstone estates, tax number 7700, also know as the S1/2 SE1/4 NE1/4 SE1/4 of section 7, township 53 north, range 3 west, Boise Meridian, Kootenai County, Idaho.

(2) William John Morehouse and Toni Pauline Morehouse, husband and wife, own a parcel of property approximately 4.87 acres in size, Kootenai County tax number 7200 and also described as the N1/2 NE1/4 NE1/4 SE1/4 of section 7, township 53 north, range 3 west, Boise Meridian, Kootenai County, Idaho.

(3) Ronald E. Marohl and Lynn E. Marohl own a parcel of property approximately 4.88 acres in size located north of Old Stone Estates, Kootenai County tax number 7300 also known as the S1/2 NE1/4 NE1/4 SE1/4 of section 7, township 53 north, range 3 west, Boise Meridian, Kootenai County, state of Idaho.

(4) Clyde C. Hilbert and Lela R. Hilbert own a parcel of property approximately 4.88 acres in size located north of Old Stone Estates, Kootenai County tax number 7650 also known as the N1/2 SE1/4 NE1/4 SE1/4 of section 7, township 53 north, range 3 west, Boise Meridian, Kootenai County, state of Idaho.

(5) Christopher L. Kniola owns approximately 20 acres of

real property north of Old Stone Estates, Kootenai County tax number 7350, and otherwise known as the W1/2 NE1/4 SE1/4 of section 7, township 53 north, range 3 west, Boise Meridian, Kootenai County, Idaho.

C. The water well system is currently providing water to the above described real property owned by Christopher L. Kniola and that owned by Clyde C. and Lela R. Hilbert.

D. The parties desire to set forth herein their agreement regarding the water system.

A G R E E M E N T

For and in consideration of their mutual covenants, the parties agree as follows:

1. *Scope of Agreement.* This Agreement shall be binding upon the parties, their successors and assigns.

2. *Right and Duty to Supply Water.* Kootenai shall have the exclusive right and duty to supply water to each of the Owners from the water system to the real property above described at the request of an Owner for domestic purposes. As used herein, "domestic purposes" means for household use, stock watering, and normal residential exterior use for a single family dwelling, including car washing and watering of a lawn and garden not to exceed 0.5 acre in size. No Owner shall give, sell, transfer, convey or provide water to any other person or entity without the written consent of Kootenai. Each Owner shall take reasonable steps to conserve water. In times of shortage of water as declared by Kootenai and 75 percent of the Owners, the Owners may meet to set water restrictions provided that such restrictions shall apply equally to each Owner.

3. *Payment.* Each Owner, after being hooked up to the water system, shall pay the price charged by Kootenai by the 10th day of each month. Said charge shall be based on a flat fee basis, or, at the option of Kootenai, upon a metered basis. The amount of the charge to the Owners by Kootenai shall be reasonable in amount and shall be based upon the cost of the operation of the system plus a reasonable reserve for repair and replacement plus a reasonable rate of return to Kootenai, provided, however, Kootenai's charge to an Owner shall not exceed the amount that is typically charged other consumers in the general vicinity of Oldstone Estates for a similar service, provided further, however, Kootenai's charges to the Owners shall not be less than Kootenai's cost of providing service to the Owners. The current charge is a flat fee of \$13.50 per month.

4. *Rights Appurtenant to the Real Property.* The right of the Owners to receive water from Kootenai shall be appurtenant to the above described parcels of real property and cannot be assigned, transferred, or otherwise conveyed separate from the

ownership of the parcels. In the event an Owner conveys a parcel of property, the right to receive water shall likewise be conveyed.

5. *Alternate Water Source.* An Owner may install or obtain an alternate water supply for his parcel of real property provided that water from such alternate water supply shall not be used for domestic purposes.

6. *Force Majeure.* Kootenai's obligation to supply water to an Owner shall be excused in the case of acts or omissions which occur beyond the reasonable control of Kootenai including, but not limited to, damage or malfunction occurring to the well, the well equipment, or pipeline; electric power supply interruptions; aquifer drawdown; acts of governmental authority; acts of God; fire; drought; earthquake; flood; sabotage; and employment interruption or strike.

7. *Charges, Failure to Pay, Lien Rights.* Any charge by Kootenai made to an Owner which is not paid when due shall be delinquent and subject to interest at the rate of 1.5 percent per month. If any part of the amount due Kootenai is not received by Kootenai within 20 days after the due date, an automatic late charge of \$10.00 shall be due from the delinquent owner. In the event that an Owner is more than 90 days delinquent in a payment due Kootenai, Kootenai may suspend delivery of water to such Owner until such time as all charges have been paid in full, provided, however, that Kootenai shall not suspend delivery of water until it has first given written notice to the Owner by any of the following means not less than 15 days prior to the suspension of delivery: (a) personal delivery to an Owner; (b) posting of the notice on or near a residence on the Owner's real property above described if the Owner is known to reside on said real property; or (c) placing a notice in the mail, certified mailing, addressed to the Owner at the Owner's last known address. Kootenai shall have a lien against the interest of the Owner in and to the property described herein to secure full and prompt payment of all charges to Kootenai. In the event of default by any Owner for a period of 360 days or more in the payment due Kootenai, Kootenai may record a Notice of Lien with the county recorder and the interest of an Owner may be foreclosed by Kootenai in the same manner as a real estate mortgage by foreclosure sale pursuant to the laws of the state of Idaho. In addition to any charges, interest, and late fees, Kootenai shall be entitled to all attorney's fees and court costs, and other costs of litigation and foreclosure reasonably incurred by it in the event it is the prevailing party in any foreclosure litigation.

8. *Right of First Refusal.* Kootenai hereby grants to the Owners collectively a right of first refusal to purchase Kootenai's interest in the water system. In the event Kootenai determines to sell its interest, it shall mail a written notice of the offer to each of the Owners, which notice shall contain the price and terms of payment. In the event that the right of first refusal is not exercised by the Owners collectively, or by an association formed by them, within 30 days of the date of the mailing of the offer,

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Kootenai shall be free to sell or convey its interest in the water system to any person or entity, including to one or more of the Owners individually, upon the same terms and conditions set forth in the notice mailed to the Owners.

9. **Easement and Access.** A water pipeline to each of the parcels of real property above described has been installed by Kootenai. Each Owner grants to Kootenai a 10 foot wide easement, the center line of which is the existing water pipeline, across and under the Owner's real property for the pipeline together with an easement for ingress and egress to access said pipeline. Upon the request of Kootenai, an Owner shall execute an instrument suitable for recordation, which instrument acknowledges the grant of easement set forth herein.

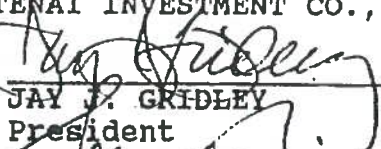
10. **Connection to Water System.** Kootenai shall not charge any Owner a hookup fee. It shall be the obligation of an Owner to connect to Kootenai's pipeline and extend a pipeline to Owner's place of use at the Owner's expense. No connection shall be made until the Owner has first notified Kootenai. All connections shall be pursuant to the specification of Kootenai.

11. **Recordation.** This Agreement, or memorandum of it, shall be recorded with the Kootenai County Recorder.

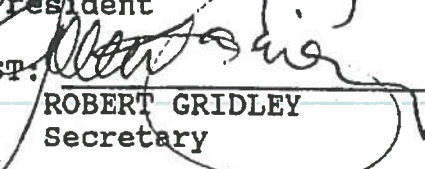
12. **Miscellaneous.** The agreement set forth herein is the entire agreement among the parties, and any prior negotiations, agreement, or contracts are merged herein. This Agreement shall not be amended or modified unless such amendment is set forth in writing and executed by each of the parties hereto or their authorized agent, successor or assign. This Agreement shall be construed and governed by the laws of the state of Idaho.

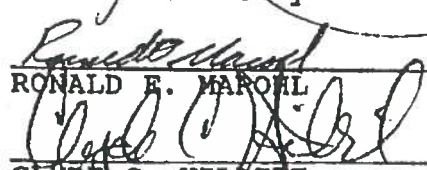
KOOTENAI INVESTMENT CO., INC.

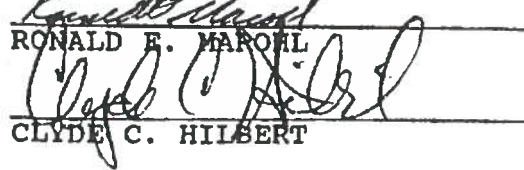
BY:


JAY J. GRIDLEY
President

ATTEST:


ROBERT GRIDLEY
Secretary


RONALD E. MAROHL

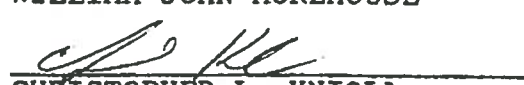

CLYDE C. HILBERT


LYNN E. MAROHL


LELA R. HILBERT

WILLIAM JOHN MOREHOUSE

TONI PAULINE MOREHOUSE

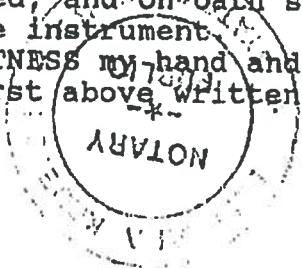

CHRISTOPHER L. KNIOLA

1653933

STATE OF IDAHO)
) SS.
County of Kootenai)

On this 31st day of August, 2000, before me,
the undersigned, the undersigned notary public, personally
appeared JAY J. GRIDLEY and ROBERT GRIDLEY, known or identified to
me to be the President and Secretary of Kootenai Investment Co.,
Inc., the corporation that executed the foregoing instrument, and
acknowledged the said instrument to be the free and voluntary act
and deed of said corporation, for the uses and purposes therein
mentioned, and on oath stated that they are authorized to execute
the same instrument.

WITNESS my hand and official seal hereto affixed the day and
year first above written.

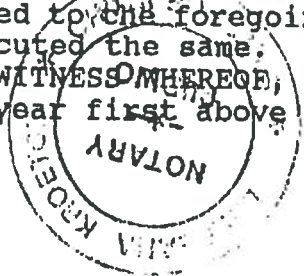


[Signature]
Notary Public for Idaho
Residing at: [Address]
Commission expires: 4/1/2004

STATE OF IDAHO)
) SS.
County of Kootenai)

On this 31st day of August, 2000, before me,
the undersigned, the undersigned notary public, personally
appeared RONALD E. MAROHL and LYNN E. MAROHL, husband and wife,
known to me 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 first above written.



[Signature]
Notary Public for Idaho
Residing at: [Address]
Commission expires: 4/1/2004

STATE OF IDAHO)
) SS.
County of Kootenai)

On this 8th day of September, 2000, before me,
[Signature], the undersigned notary public, personally
appeared CLYDE C. HILBERT and LELA R. HILBERT, husband and wife,
known to me 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.

1653933

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



Notary Public for Idaho
Residing at: Crowd House
Commission expires: 8/31/05

STATE OF CALIFORNIA)
County of _____) ss.

On this _____ day of _____, 2000 before me, _____, the undersigned notary public, personally appeared WILLIAM JOHN MOREHOUSE and TONI PAULINE MOREHOUSE, husband and wife, known to me 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 first above written.

Notary Public for California
Residing at: _____
Commission expires: _____

STATE OF IDAHO)
County of Kootenai) ss.

On this 25th day of October, 2000 before me, Shirley V. Mooring, the undersigned notary public, personally appeared CHRISTOPHER L. KNIOLA, a single man, known to me 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 first above written.



Shirley V. Mooring
Notary Public for Idaho
Residing at: Crowd House
Commission expires: 8/31/05

WATER AGREEMENT

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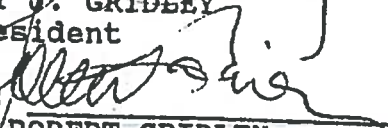
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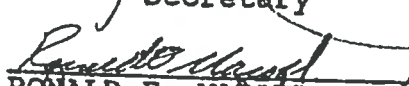
KOOTENAI INVESTMENT CO., INC.

BY:


JAY J. GRIDLEY
President

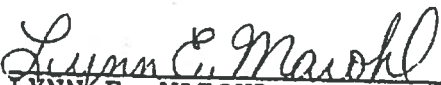
ATTEST:


ROBERT GRIDLEY
Secretary

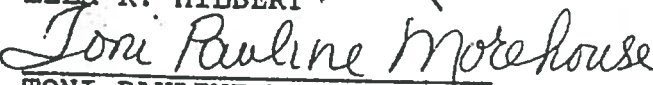

RONALD E. MAROHL


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WILLIAM JOHN MOREHOUSE


LYNN E. MAROHL


LELA R. HILBERT


TONI PAULINE MOREHOUSE

CHRISTOPHER L. KNIOLA

1653933

STATE OF IDAHO)

County of Kootenai)

ss.

On this 31st day of August, 2000, before me, the undersigned, the undersigned notary public, personally appeared JAY J. GRIDLEY and ROBERT GRIDLEY, known or identified to me to be the President and Secretary of Kootenai Investment Co., Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the same instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY

Notary Public for Idaho

Residing at: Anna HillCommission expires: 4/1/2004

STATE OF IDAHO)

County of Kootenai)

ss.

On this 31st day of August, 2000, before me, the undersigned, the undersigned notary public, personally appeared RONALD E. MAROHL and LYNN E. MAROHL, husband and wife, known to me 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 first above written.

NOTARY

Notary Public for Idaho

Residing at: Anna HillCommission expires: 4/1/2004

STATE OF IDAHO)

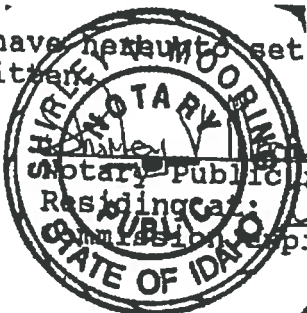
County of Kootenai)

ss.

On this 8th day of September, 2000, before me, Shirley V. Manning, the undersigned notary public, personally appeared CLYDE C. HILBERT and LELA R. HILBERT, husband and wife, known to me 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.

1653933

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



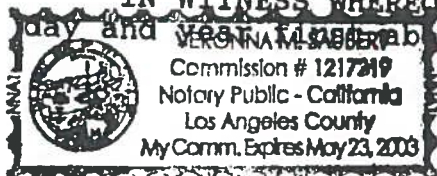
STATE OF CALIFORNIA)

County of Los Angeles

ss.

On this 2 day of Oct, 2000 before me, the undersigned notary public, personally appeared WILLIAM JOHN MOREHOUSE and TONI PAULINE MOREHOUSE, husband and wife, known to me 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 first above written.



Veronica M. Deubert
Notary Public for California
Residing at: 950 E. Alameda Blvd Alhambra Ca
Commission expires: 05 23 03

STATE OF IDAHO)

County of Kootenai)

ss.

On this _____ day of _____, 2000 before me, the undersigned notary public, personally appeared CHRISTOPHER L. KNIOLA, a single man, known to me 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 first above written.

Notary Public for Idaho
Residing at: _____
Commission expires: _____