

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 95-15262Date Received: 09/21/2010Receipt No: NO35714Received By: Jm

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) Robert A and/or Theresa J. Pallen Phone 208 521-3184Mailing Address PO Box 3885 Idaho Falls Zip ID 83403
Street or Box City State2. Date of Priority: (Only one per claim) 9/30/1999
Month/Day/Year (YYYY)3. Source of water supply (Check one) Ground Water ☒ or Other () (a) N/A
which is tributary to (b) N/A4. Location of Point of Diversion is: Township 47 N, Range 4 W, Section 12
NW 1/4 of SE 1/4, or Govt. Lot 3 BM. County of KootenaiParcel (PIN) no. 0-8801-003-002-AAdditional points of diversion if any: N/AIf available, GPS coordinates: N/A

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.

D-0010605 Shared well completed 1999
and connected to two existing homes

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 ()
Month/Day Month/Day

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) 1 home

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9. Location of Place of Use is: Township 47 N, Range 4 W, Section 12,
NW 1/4 of SE 1/4, Govt. Lot 3 BM. Parcel (PIN) no. 0-8801-003-001-A
If different than shown in Item 4

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

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:

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) Arthur S. Pallen Date: 9/21/2010
Frederic J. Pallen Date: 9/21/2010

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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SEP 21 2010

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W3130

STATE OF IDAHO
COUNTY OF KOOTENAI } SS
AT THE REQUEST OF _____

FIRST AMERICAN TITLE COMPANY

AUG 29 1 43 PM '00

DANIEL J. ENGLISH

DEPUTY 12.00

WATER WELL MAINTENANCE AND EASEMENT AGREEMENT

I. RECITALS

1.1 The parties to this agreement are Farrel L. Romig and Carol J. Romig, husband and wife, hereinafter referred to as ROMIG", Robert G. Pallett and Florence J. Pallett, husband and wife, hereinafter referred to as PALLETT", and Todd J. Peretti and Kelly J. Peretti, husband and wife, hereinafter referred to as "PERETTI".

1.2 ROMIG is the owner of real property legally described as Lots 2 and 3, Block 3, Wildwood Park, according to the plat recorded in the office of the County Recorded, in book D of Plats at Page 82, records of Kootenai County, Idaho. Said legal description shall hereinafter be referred to as "LOT 2".

1.3 PALLETT and PERETTI are the owners of real property legally described as Lot 1, Block 3, Wildwood Park, according to the plat recorded in the office of the County Recorded in Book D of Plats at Page 82, records of Kootenai County, Idaho, and that part of Government Lot 3, Section 12, Township 47 North, Range 4 West, Boise Meridian, Kootenai County, Idaho described as follows: Beginning at the Northeast corner of Lot 1, Block 3, Wildwood Park; thence, North 87 20' East, 25 feet to a point; thence, southerly along a line parallel to the East line of said Lot 1, Block 3, 136.7 feet to a point, 25 feet East of the Southeast corner of said Lot; thence, North along the East line of said Lot 1, 136.7 feet to the Place of Beginning. Said legal description shall hereinafter be referred to as "LOT 1".

WATER WELL EASEMENT AND MAINTENANCE AGREEMENT

Page 1 of 4

SCANNED

SEP 21 2010

1.4 PALLETT , PERETTI and ROMIG have previously drilled a water well on the property of ROMIG, with PALLETT and PERETTI paying one-half the cost and ROMIG paying one half the cost of said water well.

II. EASEMENT

2.1 ROMIG hereby grants and conveys an easement over and across lot 2 to PALLETT and PERETTI, their heirs and assigns forever, for the purpose of maintenance of water lines and for access and maintenance of the water well located on lot 2. Said easement shall be appurtenant to Lot 1.

2.2 The parties agree that the water well located on Lot 2 is to provide domestic water to Lot 1, Lot 2 and Lot 3 and that said use is non-exclusive to each lot.

III. WATER WELL MAINTENANCE

3.1 The cost of maintenance of the well pump and all other operational aspects of the water well, with the exception of water lines, shall be split evenly, one-half to ROMIG, and one-half to PALLETT and PERETTI.

3.2 ROMIG shall be solely responsible for the repair or replacement of the water line or water lines that service the property of ROMIG, and that PALLETT and PERETTI shall be solely responsible for the repair of replacment of the water line or water lines that service the property of PALLETT and PERETTI.

3.3 ROMIG shall be solely responsible for providing adequate electric service for the

.WATER WELL EASEMENT AND MAINTENANCE AGREEMENT

water well pump. PALLETT and PERETTI shall pay ROMIG the sum of \$60.00 annually for their portion of the cost of electricity.

IV MISCELLANEOUS PROVISIONS

4.1 The provisions of this Agreement constitute the full and complete intent of the parties. There are no additional agreements, verbal or otherwise, that modify the provisions of this Agreement.

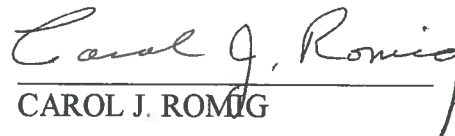
4.2 If any party commences legal action to enforce any portion of this Agreement, the prevailing party shall be entitled to reasonable costs and attorney's fees. Venue of any legal action shall be in Kootenai County, Idaho.

Dated August 7, 2000.


ROBERT G. PALLETT


FARREL L. ROMIG


FLORENCE J. PALLETT


CAROL J. ROMIG


TODD J. PERETTI

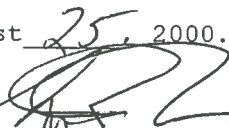

KELLY J. PERETTI

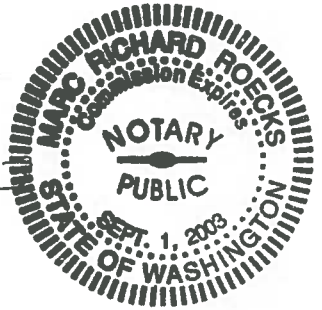
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STATE OF WASHINGTON)
)
COUNTY OF SPOKANE) ss.

I certify that I know or have satisfactory evidence that **ROBERT G. PALLETT and FLORENCE J. PALLETT** signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned.

Dated August 25, 2000.


Notary Public in and for the State
of Washington, residing at Spokane
My appointment expires: Sept 1, 2001



STATE OF WASHINGTON)
)
COUNTY OF Spokane) ss.

I certify that I know or have satisfactory evidence that **FARREL L. ROMIG and CAROL J. ROMIG** signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned.



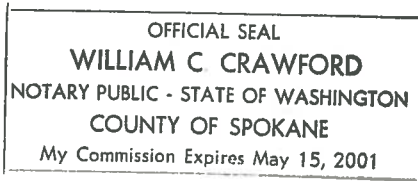
Dated August 7th, 2000.


Notary Public in and for the State
of Washington, residing at Spokane
My appointment expires: 5/16/04
KATHIE MCGONIGLE

STATE OF WASHINGTON)
)
COUNTY OF) ss.

I certify that I know or have satisfactory evidence that **TODD J. PERETTI and KELLY J. PERETTI** signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned.

Dated August 21, 2000.




Notary Public in and for the State
of Washington, residing at Spokane
My appointment expires:

.WATER WELL EASEMENT AND MAINTENANCE AGREEMENT

This instrument filed for record by First
American Title Company as an accommodation.
It has not been examined as to its execution
or as to its effect upon the title.

Page 4 of 4

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SEP 21 2010

PALLET POD PIN 0-8801-003-002-A



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