

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 95-15263Date Received: 9-21-10Receipt No: N025715Received By: W

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

RECEIVED

SEP 21 2010

IDWR/NORTHERN

1. Name of Claimant(s) MARY ALICE ANDERSON Phone () _____Mailing Address 3401 GREEN HOLLOW RD COLFAX, WA Zip 99111
Street or Box City State2. Date of Priority: (Only one per claim) MAY 7, 1993
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 47 N, Range 4 W 3 M, Section 2,
NW 1/4 of NW 1/4, or Govt. Lot 2 BM. County of KOOTENAI;
Parcel (PIN) no. 47 N 04 W 025510

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

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

For DOMESTIC purposes from JAN 1 to DEC 31 amount .04
Month/Day Month/Day 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

SCANNED

SEP 21 2010

9. Location of Place of Use is: Township 47N, Range 4WBM, Section 2,
NW 1/4 of NW 1/4, Govt. Lot 2 BM. Parcel (PIN) no. 47ND4W025520
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:

I SHARE THIS WELL WITH NEIGHBOR

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 95-93-N-48-000
DRILLING PERMIT 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: 5

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) Mary Alice Anderson Date: 9-18-10

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 _____ Date _____

Address _____

Last Name _____ Identification No. _____

SCANNED
SEP 21 2010

Attachment # 1.....Remarks

Mary Alice Anderson
PIN no. 47N04W025520

This well is shared with KDM Becker LLC.....Norma Becker at 1500 Cottonwood Road.

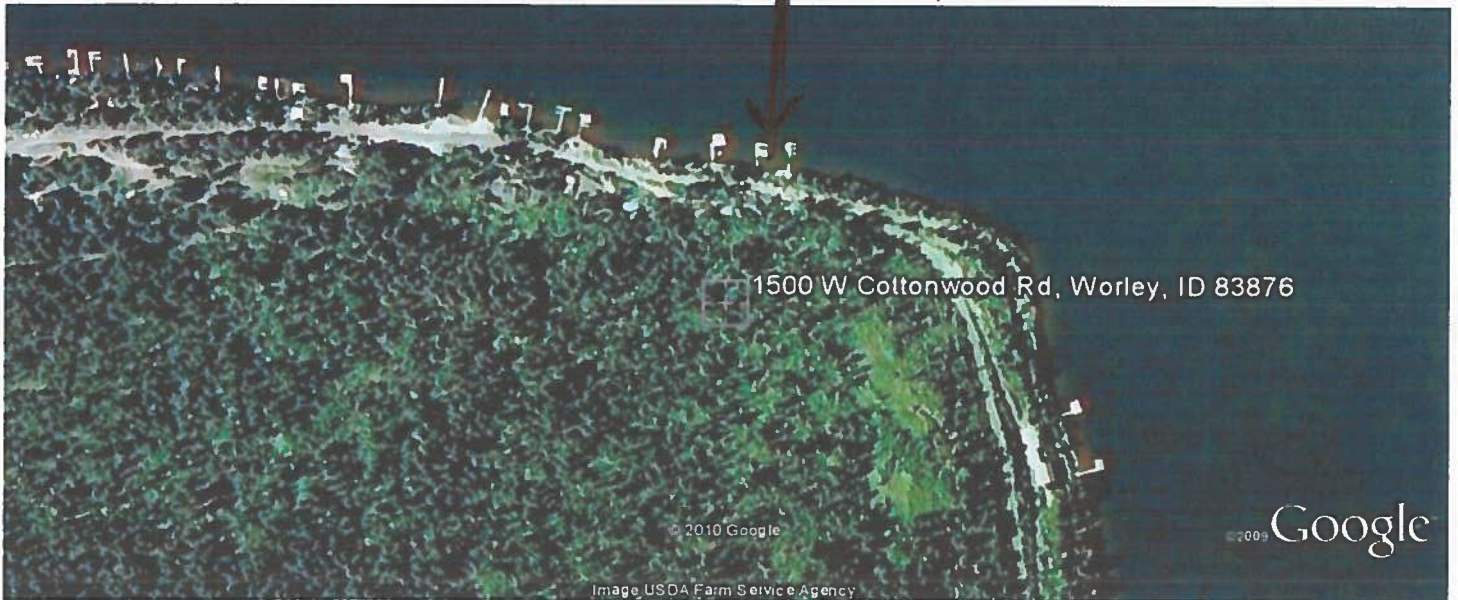
The well is drilled on my property....We both use water from this well..



ATTACHMENT # 2

1474 W. COTTONWOOD
ROAD
LOCATION OF WELL

Page 1



1500 W Cottonwood Rd, Worley, ID 83876

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WELL AGREEMENT

1. PARTIES. The parties hereto are PHILIP M. BECKER and NORMA BECKER, husband and wife of 716 Southview, Colfax, Washington, 99111, and DAVID L. ANDERSON and MARY ALICE ANDERSON, husband and wife, of P. O. Box 196, Worley, Idaho 83876.

2. AGREEMENT. It is mutually agreed by and between the parties hereto as follows:

3. WELL AGREEMENT. The parties hereto enter into the WELL AGREEMENT providing for the ownership, use, and maintenance of the well system which presently services their respective properties and residences located on Lake Coeur d'Alene, Idaho.

Beckers and Anderson's own residences on adjoining parcels of land on Coeur d'Alene Lake as follows:

BECKER PARCEL:

That portion of Government Lot 2 of Section 2 Township 47 North, Range 4 W.B.M., Kootenai County, Idaho, more particularly described as follows:

Commencing at the Meander corner between Sections 2 and 3 Township 47 North Range 4 W.B.M. on the South Meander shore of Coeur d'Alene Lake; thence running in an Easterly direction along the Meander shore of said Lake, a distance of 32 rods and 10 links, more or less to a point, said point being also the Northeast corner of the Thorn Tract, as now of record in the County Records at Coeur d'Alene, Idaho; thence continuing in an Easterly direction along said Meander shore line a distance of 10 rods, more or less to a point, said point being also the Northeast corner of the L.H. Pat-

STATE OF IDAHO }
COUNTY OF KOOTENAI } SS
AT THE SE CORNER OF }
Philip M. Becker }
Norma Becker }
FEB 16 10 55 AM '94
TODD L. HART }
Notary Public }
FEE \$ 30.00 DEPUTY

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terson Tract, as now of record in said County Court House; thence continuing in an Easterly direction along said Meander shore line a distance of 10 rods, more or less, to a point, said point being also the northeast corner of the H.E. Richter tract as now of record in the said County Court House; thence continuing in an Easterly direction along said Meander Shore of said Lake, a distance of 10 rods, more or less to the true point of beginning for this description; thence due South a distance of 1162 feet, more or less to a point; thence in an Easterly direction and parallel to said Meander shore line of said Lake, a distance of 75 feet, more or less, to a point; thence North and parallel to the west line of said Section 2, a distance of 1162 feet, more or less to a point in said Meander shore of said Lake; thence in a Westerly direction along said Meander shore line, a distance of 75 feet; more or less to the point of beginning, and assessed as the West one-half of Tax number 1722.

SUBJECT TO: 1. General taxes for the year 1974, which are a lien, payable on or before December 20 of said year.
2. All coal or oil deposits therein or thereunder as reserved in U.S. Patent.
3. Any claim arising from the difference in the mean high water line of Lake Coeur d'Alene, and the meander line as shown by the Government Survey.

ANDERSON PARCEL:

A piece or parcel of land being a portion of Lot Two (2) in Section Two (2), Township Forty-seven (47) North, Range Four (4) W.B.M., Kootenai County, State of Idaho, and being the East 1/2 of Tax No. 1722 now of record more particularly described as follows:

Commencing at the meander corner between Section Two (2) and Three (3), Township 47 North, Range 4 W.B.M., on the south meander shore of Coeur d'Alene Lake, thence running in an easterly direction, along the said meander shore of said Lake, a distance of 32 rods and 10 links, more or less, to a point, said point being also the NE corner of the Thorn Tract, as now of record in the County

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records in the county courthouse at Coeur d'Alene, Idaho; thence continuing in an Easterly direction along said meander shore of said Lake, a distance of 10 rods more or less, to a point, said point being also the NE corner of the L.H. Patterson Tract, as now of record in the County Courthouse; thence continuing in an easterly direction along said meander shore of said Lake, a distance of 10 rods, more or less, to a point, said point being also the NE corner of the W.H. Richter Tract, as now of record in the said County Courthouse; thence continuing in an Easterly direction along said Meander shore of said Lake, a distance of 10 rods and 75 feet more or less to a point being NE corner of Honsowitz tract according to the deed recorded in Book 125, page 284, deed records of Kootenai county, Idaho, and also being the true point of beginning of said piece or parcel of land; thence due South a distance of 1162 feet, more or less to a point; thence in an Easterly direction and parallel to said Meander shore line of said Lake, a distance of 75 feet, more or less, to a point; thence North and parallel to the West line of said Section 2, a distance of 1162 feet, more or less to a point in said meander shore of said Lake; thence in a Westerly direction along said Meander shore line a distance of 75 feet, more or less to the point of beginning, and assessed as the East one-half of Tax No. 1722.

Beckers and Anderson's jointly own a well and pumping system placed into use in the summer of 1993. The well is located on the Anderson parcel directly in front of the Anderson residence approximately 6 feet north of the north basement wall and adjacent to the south edge of roadway and approximately 15 feet west of the east boundary line of the Anderson property. The mutually owned pressure tank is located in the Anderson basement. Becker's water line runs from the pressure tank to the south edge of the roadway and then westerly along the south edge of the roadway approxi-

mately sixty feet, where it then enters the Becker's real property.

4. OWNERSHIP OF SYSTEM. The water system shall be jointly and equally owned by Beckers and Andersons. This ownership shall include all equipment common to the water system which is utilized by both parties.

5. INDIVIDUAL WATER LINES. The water lines which connect each individual residence to the water system and which are not jointly used will be maintained by the residence owner having exclusive use thereof.

6. MAINTENANCE OF COMMON WATER SYSTEM. The owners of the water system shall share equally all costs and expenses of maintenance of any and all equipment and lines that are common to the water system and utilized by both owners. Beckers shall pay Andersons their fair share of the power bill prorated on the basis of the comparable amount of use each party makes of said water system.

7. USE OF SYSTEM: Each owner is entitled to the equal use and enjoyment of the water system to provide domestic water to each owner's respective properties.

8. DAMAGE. Neither of the parties shall use the water system in such a manner as to cause damage thereto or in such a manner as to unreasonably interfere with the rights of the other parties under the terms of this Agreement.

9. EASEMENTS. Each of the parties hereto grants to the other party, a perpetual right and easement to enter upon the land upon which the water system is located and upon such sufficient amount of land abutting said facilities to the extent reasonable necessary, from time to time, for the purpose of maintaining, repairing, and reconstructing said facilities in good repair and working condition for the purposes as set forth in the Agreement. Additionally, each of the parties grants to the other party, such easements as are necessary to enable each owner to utilize the water system. Each party hereby grants to the other easements for the existing water system, and further such easements as may be necessary in the future to allow the use and enjoyment of the water system by each owner.

10. DILIGENCE. If a party should exercise such parties' right to enter upon land under the terms of the preceding paragraph for any of the purposes mentioned in said paragraph, the party shall, in doing any maintenance, repair or reconstruction thereon; a) prosecute the maintenance, repair and reconstruction with due diligence, and in such manner as not to cause unreasonable harm or inconvenience to the other owner. b) diligently refill any and all excavations in an orderly and workmanlike manner to substantially return the ground into the condition that it was prior to such excavation.

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11. SPECIFIC PERFORMANCE. In the event of any breach of this Agreement or any term or condition thereof, by any party to this Agreement, the other party shall have the right to institute and maintain a suit in a court of competent jurisdiction for specific performance of the Agreement, and each and every term and condition thereof, by the party in default. In addition thereto, the parties, shall have the right to institute and maintain a suit to obtain a restraining order or orders and injunction or injunctions in a court of competent jurisdiction restraining and enjoining any violation of the terms and conditions of this Agreement. In the event that any party to this Agreement should institute suit against the other party for specific performance of this agreement, or any term or condition thereof, or to restrain or enjoin any violation of this Agreement of both, the party against whom the suit is instituted shall not offer, assert, or tender in any such suit that the party instituting the suit has an adequate remedy at law. It is covenanted and agreed that the remedies provided in this paragraph are intended to be cumulative of other remedies provided at law and in equity, and shall not preclude the party to this Agreement who has been offended against from exercising any other remedy afforded at law or in equity to the offended party at the option of the party offended against. In making the agreements contained in this para-

graph the parties recognize and agree that an adequate remedy is not afforded at law for a breach of the terms and conditions of this Agreement.

12. WAIVER. The failure of a party to this Agreement to enforce any term, covenant, condition or agreement contained in this Agreement on any breach thereof shall not be deemed to void or affect the right of such party to enforce the same term, covenant, condition or agreement on the occasion of any subsequent default or breach.

13. ATTORNEY FEES. In the event any suit or action is instituted to enforce this Agreement, or any part or portion thereof, or to recover damages for any breach of this Agreement, or for a declaratory judgment, or restraining order or injunction, or specific performance of the terms thereof, the prevailing party in such suit or action shall be entitled to recover from the prevailing party reasonable attorney fees, in addition to the prevailing party's costs and disbursements, in any such suit or action, against the losing party.

14. HEIRS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the respective parties hereto.

15. EFFECTIVE DATE. Effective date hereof means the date the this Agreement is dated immediately below and is

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the date on which it will take effect regardless of whether one or more of the parties hereto signed it before or after that date.

DATED this 2nd day of February, 1994.

Philip M. Becker
Philip M. Becker

David L. Anderson
David L. Anderson

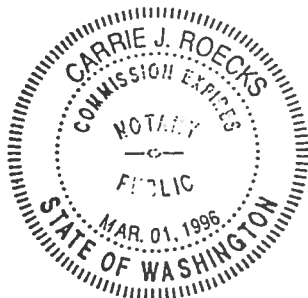
Norma M. Becker
Norma M. Becker

Mary Alice Anderson
Mary Alice Anderson

STATE OF Washington)
) ss.
County of Spokane .)

On this 2 day of February, 1994, before me the undersigned, a Notary Public in and for the State of Wash., personally appeared David L. Anderson known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



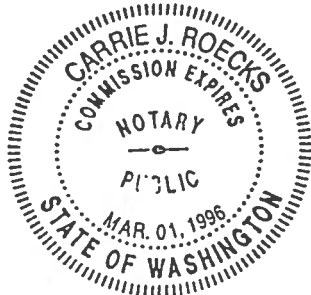
Carrie J. Roeks
Notary Public, in and for the State of WA, residing at Rockford, therein. My commission expires 3/1/96.

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STATE OF Washington)
County of Spokane) :ss.

On this 2 day of February, 1994, before me the undersigned, a Notary Public in and for the State of WA, personally appeared Mary Alice Anderson, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Carrie J. Roeks
Notary Public in and for the State of WA, residing at Rockford, therein. My commission expires 3/1/94.

STATE OF Washington)
County of Whitman) :ss.

On this 15th day of February, 1994, before me the undersigned, a Notary Public in and for the State of Washington, personally appeared Philip M. Becker, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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IN WITNESS WHEREOF, I have hereunto set my hand and af-
fixed my official seal the day and year in this certificate
last above written.

Erin D Adams
Notary Public, in and for the
State of WA, residing
at Cash, therein. My
commission expires 5-26-95.

STATE OF Washington)
County of Whitman) :ss.

On this 15th day of February, 1994, before
me the undersigned, a Notary Public in and for the State of
WA, personally appeared Norma M. Decker,
known to me to be the person whose name is subscribed to the
within instrument, and acknowledged to me that he executed
the same.

IN WITNESS WHEREOF, I have hereunto set my hand and af-
fixed my official seal the day and year in this certificate
last above written.

Erin D Adams
Notary Public, in and for the
State of WA, residing
at Cash, therein. My
commission expires 5-26-95.

NOTES: 1. The distan
Gov't. Lot

2. Gov't. L
in acco

ATTACHMENT #4

