

RECEIVED

02/09/2018

MAR 19 2018

DEPARTMENT OF
WATER RESOURCES

NOTICE OF ERROR
REPLY

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: March 30, 2018

Water right number: 95-12312

MARK COLLINGHAM
6159 W SUNSET RD
TUCSON AZ 85743

} → SEE BELOW

PHONE: 208-277-4601

SUE COLLINGHAM
6159 W SUNSET RD
TUCSON AZ 85743

} → SEE BELOW

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

ADDRESS SHOULD BE: 1754 S. PAINTED TRAIL RD.
COEUR D'ALENE, ID 83814

(FOR BOTH MARK COLLINGHAM
& SUE COLLINGHAM)

2. Describe the changes you wish to make in the proposed recommendation:

WELL IS SHARED WITH THE OWNER OF LOT 1, BLOCK 1, CHANDLER'S TRACT, KOOTENAI COUNTY
FOR USE OF HOUSEHOLD & DOMESTIC & EXISTING FRONT YARD PURPOSES ONLY

3. Give a brief explanation as to why you disagree with these portions:

ABOVE AGREEMENT HAS BEEN IN PLACE SINCE 11/9/92. ATTACHED IS A
COPY OF THE AGREEMENT.

☐ I AGREE with this proposed recommendation: no changes need to be made.

DATE: 3/15/18

SIGNATURE: 

Please print your name: MARK COLLINGHAM

IDWR Regional Office, 7600 N MINERAL DR STE 100, COEUR D ALENE, ID 83815-7763, (208) 762-2800

WATER AND WELL USE AGREEMENT

This agreement is made and entered into by and between Peter Atkins and Peggy Atkins, husband and wife, hereinafter referred to as "owner," and H. Lou Chandler, hereinafter referred to as "user."

Recitals

A. Owner owns Lot 2, Block 1, Chandler's Tract, Kootenai County State of Idaho, and a water well located thereon.

B. User is the owner Lot 1, Block 1, Chandler's Tract, Kootenai County, State of Idaho.

C. User desires to secure a perpetual right for the use of water from the well located on owner's property and to provide for the maintenance of such well.

THEREFORE, in consideration of the sum of Four Thousand Dollars (\$4,000.00), receipt of which is hereby acknowledged by owner, the parties agree as follows:

1. Owner hereby grants to user an easement running across the owner's land for the pipeline from owner's well to user's property.

2. User shall have the right to install and replace any water lines or valves from the owner's well to the user's location at user's expense.

3. Costs for replacement, repair and maintenance of the well, pump, pressure tank, and all connecting pipes, excluding those referred to in Paragraph 1, shall be borne equally by both user and owner.

4. The use of such water shall be for household and domestic, and existing front yard purposes only and user shall have the right to use water for such purposes, provided, however, should the well produce less than twenty gallons per minute the user's right to use any water from such well shall be suspended until such time as the well produces twenty gallons per minute or more.

5. Owner by this agreement does not guarantee water flow, pressure, amount or quality at user's location.

6. User shall pay the sum of Fifteen Dollars (\$15.00) per month, to be paid twice yearly in payments of Ninety Dollars (\$90.00) each, to owner for the cost of electricity associated with the well and pump. This sum shall be reviewed every three years by the parties, by determining the average cost of electricity for similar uses, as determined by Kootenai Electric Cooperative or its successor.

7. If the water supply falls below twenty gallons per minute within five years of the date of this agreement, Three Thousand Dollars (\$3,000.00) of the sums paid herein shall be applied by owner towards a new well or alternate water source for both user and owner. Owner shall consult with user as to the proper means to insure an increased flow of water for both parties. These funds shall be deducted from user's share of the cost of such new water source, excluding connection lines from owner to user. All normal costs of providing a water supply shall be born equally less user's credit applied herein.

8. No work, maintenance, repairs or alterations of the pump or the line between owner's and user's property which may lie on owner's real property, shall be commenced, maintained or completed without the consent and agreement of owner.

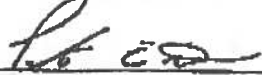
9. Owner shall have the right, in his sole discretion, to allow one other user access to the water from owner's well. Provided, however, that the undersigned user shall have the primary right after the owner, and any new user shall be secondary to the user named herein. Should the well produce less than forty gallons per minute the third user shall have no further rights to any water

from said well until such time as the well produces more than forty gallons per minute. If a new water source is required, the parties, including the third user, shall share equally the costs of development of the new water source.

10. Owner does not guarantee water purity in any way, including, but not limited to, concentration of minerals or bacteria. Owner will not add any purifying agent to the user's source line without prior consent of the user.

11. This agreement runs with the land and is binding upon the heirs, successors, assigns, transferees and grantees of both parties.

DATED this 09 day of November, 1998.


Peter Atkins


Peggy Atkins

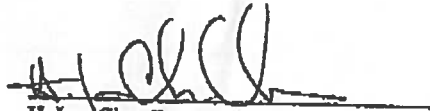
STATE OF IDAHO

County of Kootenai

On this 09 day of November, 1998, before me, a Notary Public in and for the State of Idaho, personally appeared Peter Atkins and Peggy Atkins, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.


Notary Public for Idaho
Comm. expires: 7/1/2000

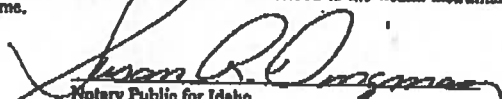
1562692


H. Lou Chandler

STATE OF IDAHO

County of Kootenai

On this 9th day of November, 1992, before me, a Notary Public in and for the State of Idaho, personally appeared H. Lou Chandler, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.


Notary Public for Idaho
Comm. expires: _____

WATER AND WELL USE AGREEMENT: PAGE 3

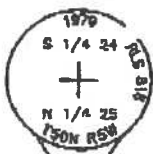
STATE OF IDAHO }
COUNTY OF KOOTENAI } ss
AT THE REQUEST OF
Stephen B. McCrea
Nov 9 4 49 PM '92
DANIEL J. LUSH
DEPUTY
FEES 2.00

CHANDLER TRACTS

A PART OF GOV'T LOT 1 AND THE NW 1/4 NE 1/4, SEC. 25, T.50N., R.5W., B.M. KOOTENAI COUNTY, IDAHO

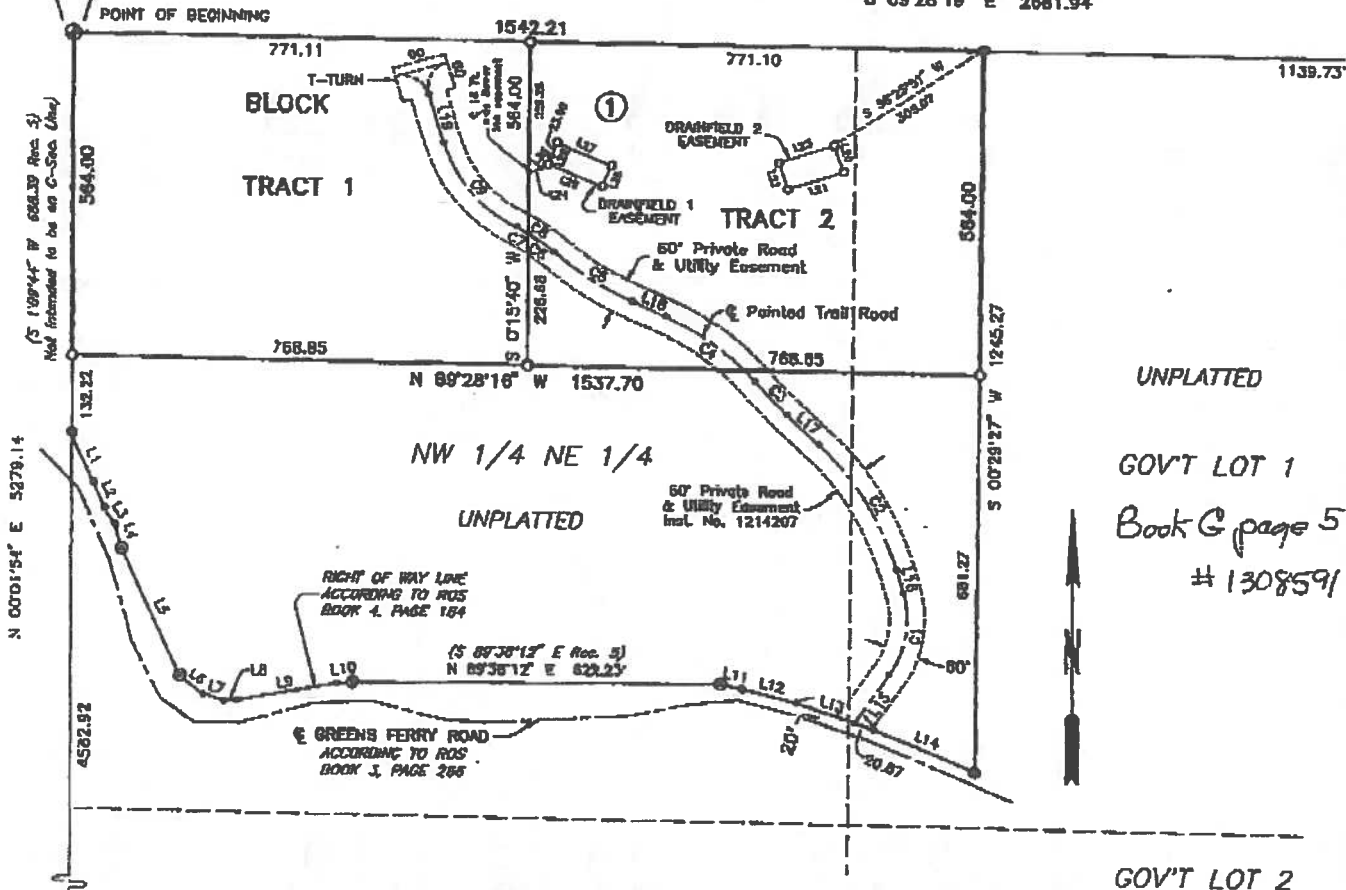
1993

1/4 Sec. Cor.
CP&F on File
Inst. No. 88398



UNPLATTED

BASIS OF BEARING
(S 89°28'18" E 2682.10 Rec. 3)
(S 89°28'18" W 2681.45 Rec. 1)
S 89°28'18" E 2681.94



1/4 Sec. Cor.
Stake Over 5/8"
Iron Rod Mtd. 4104
CP&F on File
Inst. No. 1181202

DRAINFIELD LINE DATA		
LINE	BEARING	DISTANCE
L20	S 18°38'39" E	50.00
L21	S 71°21'21" W	100.00
L22	N 18°38'39" W	50.00
L23	N 71°21'21" E	100.00
L24	N 64°08'55" E	18.84
L25	N 39°48'34" E	27.84
L26	N 22°44'46" E	40.00
L27	S 87°18'14" E	100.00
L28	S 22°44'46" W	40.00
L29	N 67°18'14" W	100.00

LINE DATA ALONG DRIVEWAY		
LINE	BEARING	DISTANCE
L15	N 35°15'47" E	103.00
L16	N 16°18'28" W	40.30
L17	N 47°18'38" W	73.24
L18	N 60°40'25" W	81.76
L19	N 18°28'35" W	89.53

CURVE DATA ALONG DRIVEWAY					
CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD BEARING
C1	57°32'15"	105.72	149.06	80.00	N 52°30' E
C2	30°48'11"	489.28	253.64	130.00	N 37°47'34" W
C3	5°30'46"	810.71	78.00	38.03	S 44°31'16" E
C4	24°54'33"	430.13	187.00	85.00	N 54°15'18" W
C5	17°50'51"	310.81	153.12	80.21	S 57°45'01" E
C6	10°28'13"	392.85	53.48	26.81	N 54°03'43" W
C7	7°13'01"	282.85	21.54	10.77	N 61°24'28" W
C8	1°41'18"	282.68	78.02	37.72	N 66°10'13" W
C9	47°01'36"	247.30	188.07	105.00	N 38°59'35" W

LINE DATA			
LINE	BEARING	DISTANCE	ACC. BEARING
L1	S 24°48'47" E	81.57	S 23°00'17" E
L2	S 24°48'28" E	46.66	S 23°00'38" E
L3	S 31°22'13" E	33.21	S 30°33'45" E
L4	S 18°46'44" E	43.57	S 18°00'14" E
L5	S 24°48'47" E	238.15	S 23°15'00" E
L6	S 64°43'38" E	32.80	S 64°00'00" E
L7	S 73°48'35" E	39.42	S 72°40'35" E
L8	N 65°28'51" E	31.55	N 67°18'21" E
L9	N 79°15'40" E	170.83	N 80°04'10" E
L10	N 84°41'42" E	24.86	N 84°19'31" E
L11	S 78°35'30" E	36.68	S 78°31'46" E
L12	S 76°28'15" E	95.50	S 76°34'20" E
L13	S 71°22'50" E	135.95	S 70°34'20" E
L14	S 68°01'30" E	189.70	S 67°13'00" E