

RECEIVED

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MAR 30 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: 95-11011

RANDY BATES
841 S PLEASANTVIEW RD
POST FALLS ID 83854
Telephone Number: 2087730611

SUSAN BATES
841 S PLEASANTVIEW RD
POST FALLS ID 83854
Telephone Number: 2087730611

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

PURPOSE OF USE

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

DOMESTIC USE IS FOR 1 HOME ON 50N05W-08-3850; HOWEVER,
THE WELL COULD ALSO BE USED IF A HOME IS EVER BUILT
ON 50N05W-08-3825

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

SEE THE ATTACHED JOINT WELL USE AGREEMENT DATED MAY 16, 1991
BETWEEN THE OWNERS OF THE TWO PARCELS.

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

DATE: MARCH 27, 2018

SIGNATURE: Randy K Bates

Please print your name: RANDY K BATES

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

1220076

COUNTY OF KOOTENAI)
AT THE REQUEST OF
SECURITY TITLE COMPANY

JUN 4 10 01 AM '91

JOINT WELL USE AGREEMENT AND GRANT OF EASEMENT

TOTAL FEE \$
DEPUTY

THIS AGREEMENT, made and entered into this 16 day of May, 1991, by and between Janice D. Newell, an unmarried woman, hereinafter Grantor, and Randy K. Bates and Sandra K.J. Bates, husband and wife, hereinafter Grantees,

WITNESSETH:

WHEREAS, Grantees have applied for a loan to be secured by the following property:

A tract of land situated within Government Lot 1, Section 8, and Government Lot 4, Section 7, T50N, R5W B.M., Kootenai County, Idaho and more Particularly Described as follows:

COMMENCING at the Northwest corner of Section 8, said corner being a three quarter inch diameter steel pin and the Southwest corner of EAST GREENACRES Plat No. 9; thence S00°-59'-08"W a distance of 1817.31 feet to the Point of Beginning; thence N59°-09'-49"W a distance of 385.88 feet to the intersection with the centerline of Pleasant View Road; thence N40°-52'-26"E a distance of 100.06 feet; thence N50°-47'-36"E a distance of 4.32 feet upon said centerline; thence S69°-50'-32"W a distance of 721.03 feet to the Northwesterly vegetation line of the Spokane River; thence S31°-18'-26"W a distance of 236.20 feet upon said vegetation line; thence N59°-09'-49"W a distance of 339.63 feet to the Point of Beginning.

(hereinafter the Premises) and said loan being conditioned upon the Grantees obtaining an agreement providing for their joint use, and maintenance of the domestic water well located on the following property:

A tract of land situated within Government lot 1, Section 8, and Government Lot 4, Section 7, T50N, R5W B.M., Kootenai County, Idaho and more particularly described as follows:

COMMENCING at the Northwest corner of Section 8; thence S00°-59'-08"W a distance of 1500.93 feet upon the West line of Section 8 to the Point of Beginning; thence S81°-49'-00"E a distance of 507.66 feet to the Northwesterly Vegetation line of the Spokane River; thence S21°-41'-34"W a distance of 194.41 feet upon said vegetation line; thence S31°-18'-23"W a distance of 41.80 feet upon said vegetation line; thence N69°-50'-32"W a distance of 721.03 feet to the intersection with the centerline of Pleasant View Road; thence N50°-47'-36"E a distance of 95.64 feet upon said centerline; thence N39°-05'-51"E a distance of 8.73 feet upon said centerline; thence S81°-49'-00"E a distance of 190.27 feet to the Point of Beginning.

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WHEREAS, the Grantor, as owner of the said well site, well, pump and distribution lines appurtenant thereto, desires to assure to the Grantees an adequate quantity of water to meet the domestic requirements of one residence, and to assure the continued operation and maintenance of said well system and the equitable sharing of the costs associated therewith.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. The Grantor does hereby agree to provide from said well quantity of water sufficient to meet minimum flow requirements for domestic purposes for one residence to the said Premises.

2. The Grantor irrevocably grants to the Grantees, as owners of the above described Premises, a share of the water drawn from said well sufficient to meet the minimum flow standards set forth hereinabove, or five (5) gallons per minute, whichever is greater. Such water share shall attach to and run with the land served.

3. It is specifically understood and agreed that no interest whatsoever in the real property comprising the well site is conveyed hereby, nor is any title to the shaft, pump or other equipment making up the physical well system conveyed hereby; this conveyance granting only a water right in the above said amount and an interest in said well and water lines sufficient to guarantee delivery of water in the above stated amounts and for the above stated purpose.

4. It is further agreed that, should the said well system require expenditures from time to time for maintenance and operation, the Grantees herein shall be required to contribute a pro-rata share thereof, based upon the percentage of use which their water consumption represents in the total water consumption of all users of the said well at that time. Grantees agree to hook on to a public water system when one is available adjacent to their property line.

5. The Grantor specifically retains ownership of the well site, system and distribution lines from the said site to the Grantees' property line. Either party may, upon reasonable notice to the other, undertake such repairs or maintenance upon all or any portion of the system as may be reasonably required under the circumstances, without being guilty of trespass therefor.

6. For the purpose of insuring access to the said water distribution system to both parties, each party grants to the other a non-exclusive ingress and egress easements to repair, inspect and/or maintain said well, pump, and related facilities thereto, and the pipelines which carry water from the said well to Grantees' property. Said easement shall be twenty (20) feet in width, with the centerline thereof running from the said well site and along the domestic water supply line to the Grantees' residence.

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IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

Janice D. Newell Grantor

Randy K. Bates
Randy K. Bates, Grantee

Sandra K.J. Bates
Sandra K.J. Bates, Grantee

STATE OF IDAHO)

ss.

County of Kootenai)

On this 17th day of May, 1991 before me the undersigned notary public, personally appeared Janice D. Newell, an unmarried woman, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

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

Sharon Allen
NOTARY PUBLIC IN AND FOR THE
STATE OF IDAHO, RESIDING AT
Boise, IDAHO

My Commission Expires 7-1-91

STATE OF IDAHO)

ss

County of Kootenai)

On this 16th day of May, 1991 before me the undersigned notary public, personally appeared Randy K. Bates & Sandra K.J. Bates, husband and wife known 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 acknowledgement first above written.

Maureen R. Brainer
NOTARY PUBLIC IN AND FOR THE
STATE OF IDAHO, RESIDING AT
Coeur d'Alene, IDAHO

02/09/2018

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 95-11011

NAME AND ADDRESS: RANDY BATES
841 S PLEASANTVIEW RD
POST FALLS ID 83854

SUSAN BATES
841 S PLEASANTVIEW RD
POST FALLS ID 83854

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.040 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 12/31/1968

POINT OF DIVERSION:

T50N R05W S8 SWNW Lot 1 Within KOOTENAI County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

DOMESTIC

01/01 12/31

0.040 CFS

Domestic use is for 1 home.

PLACE OF USE:

DOMESTIC in KOOTENAI County

T50N R05W S07 Lot 3

T50N R05W S08 Lot 1 SWNW

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

The quantity of water decreed for this water right is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Right No. 95-11775 is also diverted through point of diversion described above.

Parcel Nos. 50N05W-08-3850 and 50N05W-07-1860