

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

Claim ID: 95-17501

Date Received: 4/17/2018

Receipt No: N033320

Claim Fee: \$250 By: JA

RECEIVED

APR 17 2018

IDWR/NORTHERN

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

Please type or print clearly

1. Name of claimant(s) LLOYD J KOSS AND/OR JOANA J KOSS Phone (208) 772-6507
Mailing address PO BOX 1151 HAYDEN ID 83835
Street or Box City State Zip
Email address (optional) snookie.smiles@yahoo.com
2. Date of priority: (Only one per claim) 6/1/1992 (Explain priority date selected in Remarks)
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 52N, Range 04W, Section 34,
NE 1/4 of NW 1/4, or Govt. Lot _____ BM, County of KOOTENAI;
Parcel no. 52N04W342600
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 WITH PIPELINE TO HOME AND SEVERAL SPIGOTS
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. (Domestic: give number of homes; Stockwater: list number and kind)
DOMESTIC USE FOR 1 HOME

9. Location of place of use is: Township 52N, Range 04W, Section 34,
NE 1/4 of NW 1/4, Govt. Lot _____ BM, Parcel no. 52N04W342700

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 (include an explanation of the priority date selected):

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 Water System 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)  Date: 4/17/18

Date: _____

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am, and that I have signed the foregoing document in the space below as the

_____, of _____,
Agent's title (Please print) Name of organization (Please print)

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____ Date _____

Printed Name of Authorized Agent _____

16. Notice of Appearance:

Notice is hereby given that I, (please print) _____, will be acting as attorney at law of behalf on 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 _____

Name of claimant(s) LLOYD J KOSS AND/OR JOANA J KOSS Claim ID _____

PARCEL LOCATION FOR CSRBA WATER RIGHT CLAIM



WATER USE AGREEMENT
LANG ADDITION

1257085

COPY

STATE OF IDAHO
COUNTY OF KOOTENAI } SS
AT THE RECESSES OF
Rep Lang
May 4 1 27 PM '92

TOM TAGGART
W. Ralston
FEES 27 DEPUTY

WATER

1/6 of share of a well with each property in Lang Addition.

Until that time the company will monitor the water system.

The water share goes with the property. It cannot be sold to an outside source or another water district, or individual, given away, etc.

Property buyers, owners will pay \$10.00 per month for water. This is up to 16,000 gallons a month. Overage \$.70 per 1000 gallons. This \$10. and .70 a 1000 gallons over 16,000 gallons will cover electricity and maintenance on pump, water lines, meter, etc.. If Washington Water Power increases the electricity rate, monthly fee will go up at that time.

At the same rate, Washington Water Power raises their rate, the same will apply to maintenance rates. If maintenance cost increase the monthly charge for water will then increase accordingly.

On June 1, 1999 the Well and water lines, water meters, etc. will be given to the six property buyers or owners. All bank accounts, maintenance funds, electrical funds ect. will be turned over to the property buyers or owners. At that time they may keep the system the way it is or they may change it.

CUSTOMER SERVICE LINE AND METER

The "service connection" installed by the developer or contractor after the adoption of this Section shall include a shut off device located near the property line (curb cock, meter setting, and meter boxes) and the water service line between the main and the shut off and meter box. The service connection shall be installed perpendicular to the main where practical. It shall be located so that no portion of the customer's service lines shall pass through lands of buildings which are not the property of the applicant, or within public or utility right-of-way or easement.

The customer shall be responsible to furnish, install and maintain in good repair the necessary pipe to make the connection from the curb stop or outside meter setting to the building to be serviced. Said line shall be known as the "customers' service line". No tees or branch connections shall be allowed before the meter unless to serve another meter.

The Company shall furnish service to applicants within its existing distribution systems under the filed rates and in accordance with these General Service Provisions.

The Company reserves the right to place limitations on the amount and character of water service it will supply and to refuse service to new customers if, in its opinion:

- (a) The Company is required to refuse or limit service by regulatory authorities having jurisdiction over the Company;
- (b) The requested service would adversely affect the water supply of or otherwise work an undue hardship on existing customers or the Company;
- (c) The requested service installation is of larger size than is adequate to properly serve the premises;
- (d) The Company does not have distribution mains in place along the street or road adjacent to the applicant's premises of sufficient size to furnish the requested service;
- (e) The permanency of the building, structure or institution requested to be served is such that the Company's investment in such service is jeopardized;
- (f) The requested service connection will serve more than one building or premise;
- (g) The depth of the proposed service line is less than three and one half feet;
- (h) The proposed service, main or other appurtenance does not conform to good engineering design or meet the standard specifications of the Company.

All applicants for water service, as well as the owners or authorized agent of the owner of the premises to be served shall sign a standard form of service application.

Special contracts may be required where large or special investment in facilities is necessary to supply the requested service, and the Company reserves the right to require contribution toward such investment and to establish such minimum charges as are deemed necessary.

The Company shall not be obligated to turn on water for any person until an application has been signed at the office of the Company by the responsible party or his agent and his credit established as hereinafter provided.

BILLINGS AND PAYMENTS

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All customers will be billed once every month for services rendered during the preceding month.

The Company shall endeavor to have each meter read at approximately the same time each month to determine the cost of water. In the event the Company's meter reader is unable to gain access to the premises to read the meter on his regular trip, or in the event the meter fails to register, the Company may estimate the consumer's water consumption for the current billing period based on known consumption for a prior similar period, or average of several periods. Subsequent readings will automatically adjust for differences between estimated and actual. Estimated bills shall carry appropriate notice to that effect.

All billings rendered shall be net and each monthly bill shall be due and payable within 15 days from date of rendition, after which time they shall be delinquent.

Water service is subject to disconnection for non-payment of delinquent bills

No water bill shall be less than the minimum monthly customer charge where water is turned off for a customer vacating a premises within 30 days after the water has been turned on for said premises.

The risk of non-compliance by the Company to telephonic request to have water service on or off at any premises for any purpose is entirely assumed by one ordering. The failure of the Company to perform work when so requested shall in no case be a reason for adjustment of charges.

Accounts will be continued and water bills rendered regularly until the Company has been duly notified in writing to discontinue service. Failure of the Company to close any account or discontinue service when such order is not in writing shall not be grounds for adjustment of charges rendered.

Owners of premises with one or more condominiums, buildings, mobile homes, stores, apartments or any other divisions of like or similar character, all of which divisions are served from one service connection, are held responsible for the entire water charges. If the owner desires to cease being responsible for water bills for such places and desires that the occupant of each division shall be responsible for his respective bill, such transfer of responsibility will not be accepted or recognized by the Company until the plumbing arrangements of the building or premises are so changed by the owner or his agent as to permit the Company, to its satisfaction, to serve each division or occupant separate from the other occupants, in the same building. Where an owner refuses to make the necessary plumbing changes to conform to the above requirements and will not accept the responsibility for payment of the entire water charges, water service will be discontinued until said requirements are complied with. Seven days prior to the scheduled disconnection of service, the Company shall post a written notification of the pending disconnection in one or more common areas frequented by occupants of the premises served by the master meter.

The consumer shall reimburse the Company for his proportionate part of any franchise tax or similar tax or charge, or any increase in such tax or charge (other than ad valorem and income taxes) assessed, imposed, or levied against the Company with respect to water delivered hereunder as a result of any law, amendment of law, order or regulation of any governmental authority.

All meters shall be the same size as their service line; however this rule shall not affect existing service lines with existing smaller meters.

RATE SCHEDULE

When more than one schedule is applicable to the consumer's service, the Company shall, at the consumer's request, assist in determining the rate most favorable to him. Any of the Company's rates, if applicable to the service, may at any time be substituted, at the consumer's option, for the rate under which service is rendered; provided that not more than one substitution of a rate may be made within any period of twelve consecutive months and further that such change shall not be retroactive.

The consumer shall provide a suitable location satisfactory to the Company for its metering equipment.

The representative of the Company shall be given access to the premises of the consumer at all reasonable hours for obtaining meter readings, for shutting off the flow of water for reasons herein prescribed, and for inspecting, removing, repairing or protecting from abuse or fraud any of the

property of the Company installed on the premises. Access shall be granted at all times for emergency purposes. The Company may refuse water service, or suspend it, on refusal of legitimate access to the property. In the event of recurring inaccessibility, the Company, at its option, may relocate its metering equipment at the consumer's expense.

Water supplied to a consumer under any of the Company's rate schedules is for the sole use of such consumer and shall not be remetered or sub-metered for sale to others; nor shall the water be piped across or along public streets, roads or alley-ways beyond the confines of said consumer's premises for use at other locations,

When service is supplied to condominiums, townhouses, mobile homes, or individually owned units located on contiguous property, such service may be supplied through a master meter or individual meters. The minimum customer charge shall be multiplied by the number of individually owned units to be served.

CONSUMER PLUMBING AND APPLIANCES

All plumbing, piping, fixtures, and appliances on the consumer's side of the service connection shall be installed and maintained under the responsibility and at the expense of the consumer or owner of premises.

The plumbing, piping, fixtures and appliances shall be maintained in conformity with all municipal, state and Federal requirements. The nature and condition of this plumbing, piping and equipment shall be such as not to endanger life or property, interfere with service to other consumers or permit the consumption of water without meter registration. If there is any violation of these conditions, the Company may refuse service or discontinue service without notice until such violations are remedied by the consumer.

The relocation, enlargement or reduction of service connections for the convenience of the consumer will be at the expense of the consumer. Prior to such relocation, enlargement or reduction, the consumer will deposit the estimated cost thereof with the Company. A refund will be made to the consumer in the amount by which the estimated cost exceeds the actual cost. The amount by which the actual cost exceeds the estimated cost shall be due and payable within ten (10) days after billing for such deficiency.

Enlargement or reduction of any service connection will be made only after such time as the customer's plumbing inside his premises have been enlarged sufficiently to accomodate the additional capacity.

SERVICE PIPING ON CUSTOMER'S PREMISES

The customer must install and maintain at his own expense all pipes and other plumbing within the boundary line of his premises. Installation of plumbing, pipe and fittings or repairs to plumbing is not a part of the Company's business or service.

:Where it is necessary to install a service connection pipe through any basement or foundation wall, the applicant, at no expense to the Company, must provide or make the opening through such wall to accommodate the introduction of the water pipe.

In any building where the meter must be installed in the basement, the incoming water pipe must be so installed that it enters the basement at least sixteen inches from the riser in order that a meter can be set in a horizontal position. All pipes to the different parts of the buildings or grounds must lead from the riser at least one foot above the elbow.

: Stop and waste valves must be installed on the customer's plumbing in a place always accessible and so located as to permit shutting off the water for the entire premises with the least possible delay, and all persons on the premises should become familiar with its location and use.

All persons having boilers, water tanks or other equipment supplied by direct pressure from the Company's mains should install a pressure relief valve, or other device to serve the same purpose

so as to prevent excess pressure forcing hot water and steam back into the water meter and mains of the Company. All damage resulting to the Company's property from failure to properly equip his plumbing with a relief valve shall be billed to the customer and if such damage results on two occasions at the same premises the Company may discontinue all service until the necessary correction is made so as to prevent a recurrence.

The Company is not obligated to perform any service whatever in locating leaks or other trouble inside the customer's premises. It shall, however, endeavor to assist the customer in finding the cause of trouble whenever conditions will permit. 1257085

Authorized officers and employees of the Company shall have free access at all reasonable hours to any and all parts of property and buildings supplied with water, for the purpose of installing meters and other appliances desired by the Company in rendering service therein, for the purpose of reading meters or inspection, or for repairing or removing any property of the Company installed thereon. The water supply will be shut off from all premises where such inspection is refused and not turned on again until such work is allowed.

When the premises served by the Company is also served from another water supply of any kind, the customer's plumbing must be so constructed to prevent cross connection with the Company's water supply.

Water service for either stand-by or other purposes will not be furnished until piping and connections are inspected and approved by a representative of the Company.

DISCONNECTION AND RECONNECTION OF SERVICE

When a consumer desires to discontinue service he shall give written notice at the office of the Company at least two days in advance and shall be responsible for all water consumed for the two days after the date of such notice.

When it becomes necessary for the Company to discontinue water service to a consumer for any of the foregoing reasons, service will be reinstated only after all bills for service then due have been paid or satisfactory payment arrangements are made.

A reconnection charge shall be made when service is discontinued for any of the reasons cited above. This charge shall be \$10.00 if reconnection is made during regular business hours. Monday thru Friday, holidays excepted, and \$16.00 for such reconnection if made other than during regular business hours or on weekends or holidays. This shall also apply to consumer-ordered seasonal disconnects. Such reconnection charge shall be made before service is restored.

The Company reserves the right at any time, upon notice, to shut off the water supply for repairs, extensions, non-payment of bills and other reasons and in emergencies may do so without notice. The Company shall at all times use reasonable diligence and care to prevent interruption to said water supply.

No persons, except an authorized agent of the Company shall, without permission from the Company, turn on or turn off water, nor shall they tamper with, interfere with, make repairs, connections or replacements of or to any of the Company's property. If a change or location of the Company's property is desired, application should be made as provided and in accordance with the Company's rules and regulations.

For any violations of the preceding rules and regulations, the water will be turned off without notice only in case of emergency; otherwise due notice will be given. Service will be reconnected when adequate assurances have been given the Company that the violations will cease. If the violation resulted in the user or customer securing water without paying for it as provided in the rates, rules and regulations, the Company shall estimate the amount of water used and bill the customer for it. The service will not be reconnected or continued until after this estimated bill has been paid.

The Company may temporarily shut off the supply of water to the consumer's premises after reasonable notice for the purpose of making necessary repairs or adjustments to the main, service, meter or other facilities and reserves the right to shut off the water supply without notice in case of an emergency. The Company may place limitations on or otherwise restrict the use of water in emergency or extreme situations.

LINE EXTENSION TO SUBDIVISIONS

Applicants for line extensions to subdivisions, housing projects and commercial or industrial developments shall make a non-refundable contribution in the amount of the estimated cost of the line extension.

EXTENSION TO SINGLE APPLICANTS

Line extensions to single applicants shall receive service on the following conditions:

The original applicant shall advance to the utility the amount of the estimated cost of the extension

Should the actual cost of the extension be less than the estimated cost, the utility shall refund the difference as soon as the actual cost has been ascertained.

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The OWNER, Reginald Charles Lang, hereby agrees to deliver water as to the terms of this Water Use Agreement to all properties within Lang Addition in Section 34, Township 52 North Range 4 West, Boise Meridian, Kootenai County, Idaho.

SIGNED this 4 day of May, 1992.

OWNER:

Reginald Charles Lang
Reginald Charles Lang

STATE OF WASHINGTON

County of Spokane

} ss.

On this day personally appeared before me, Reginald Charles Lang
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged
that *he* signed the same as *Reginald Charles Lang* free and voluntary act and deed, for the uses and purposes
therein mentioned.

GIVEN under my hand and official seal this

4 day of

May

, 19 92



Lori J. Endsley
Notary Public in and for the State of Washington,
residing at 1414 N. 1st
My appointment expires: 2/1/93

STATE OF IDAHO }
COUNTY OF KOOTENAI } ss.

APR 27 2011

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE COPY OF
THE ORIGINAL NOW ON FILE OR RECORD IN THIS OFFICE

CLIFFORD T. HAYES

Clerk/Recorder

Deputy