

RECEIVED
JUL 24 2018
IDWR / NORTH

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: 95-17599
Date Received: 7/24/2018
Receipt No: N033611
Claim Fee: 25.00
Received By: LW

**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)

VIRGINIA L HIRSCH
20518 HOPE VALLEY
RATHDRUM ID 83858

Phone: (208) 659-4639

2. Date of Priority: 7/14/2010

3. Source:
GROUND WATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	¼ of ¼ of ¼	Lot	County	Type
52N	04W	14	NE NE		KOOTENAI	

5. Description of diverting works:

well, pump and pipeline

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A
DOMESTIC	01/01	12/31	0.04		

7. Total Quantity Appropriated is:

0.04 C.F.S. and/or A.F.A.

8. Non-irrigation uses:

9. Place of use:

DOMESTIC within KOOTENAI County

Township	Range	Section	¼	of	¼	Lot	Acres
52N	04W	14	NE		NE		

10. Do you own the property listed above as place of use? Yes

If your answer is no, describe in remarks below the authority you have to claim this water right.

11. Other Water Rights Used:

None

12. Remarks:

Priority Date Explanation:

Date mobile home was added to well.

13. Basis of Claim: Beneficial Use

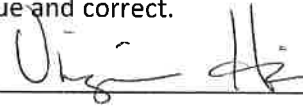
14. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice 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: 32

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: 7-24-18

Date: _____



WATER EASEMENT AND SHARED WELL WATER AGREEMENT

This Agreement, made and entered into this 14TH day of June by and between John P. Sanders and Catherine L. Sanders, husband and wife, party of the first part, hereinafter referred to as the "supplying party", and Virginia Hirsch, a single woman, party of the second part, an hereinafter referred to as the "supplied party":

WITNESSETH:

THAT WHEREAS, the "supplying party" is now the owner of property known as 1620 E. Chilco Rd., Rathdrum, Idaho 83858 (Parcel 1)2, located in the County of Kootenai, State of Idaho, which property is more fully described as follows, to wit:

The North 635 feet of the East 412.5 feet of the Northeast quarter of Section 14, Township 52 North, Range 4W.B.M.-0050, Kootenai County, State of Idaho

and

WHEREAS, the "supplied party" is the owner of 20518 N. Hope Valley Rd., Rathdrum, Idaho 83858 (Parcel 2)2, located in the County of Kootenai, State of Idaho, which property is more fully described as follows, to wit:

Parcel ID Section 14, Township 52 North, Range 4 W.B.M.-0075, #15218, Kootenai County, State of Idaho

and

WHEREAS, there is a well located upon the "supplying party" (Parcel 1)2, together with water distribution facilities, hereinafter referred to as "water distribution system", for the purpose of supplying water to the two properties, described in this Agreement1, connected to the said "water distribution system";

and

WHEREAS, it is the intention and purpose of the undersigned parties that the well and "water distribution system" shall be used and operated to provide an adequate supply of water for each of the two properties connected thereto, for the domestic consumption of the "existing residential dwellings" on each parcel, and to assure the continuous and satisfactory operation and maintenance of the well and "water distribution system" for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto;

and

WHEREAS, the said well is deemed by the parties hereto to be of adequate capacity to supply a single family dwelling on each of the two parcels described herein with water from the well for domestic use only of a single family residing therein;

and

WHEREAS, not finance or guarantee mortgage loans covering the separate properties and improvements thereon unless proper assurance is given by the parties as demonstrated by execution of

STATE OF IDAHO }
COUNTY OF KOOTENAI } ss.

JUN 18 2010

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

DANIEL J. ENGLISH

Clerk/Recorder

By

Shirley A. English Deputy

Water Easement
Shared Well
Water
Agreement

8 pgs

DANIEL J. ENGLISH 8P I 2269745000
KOOTENAI CO. RECORDER Page 1 of 8
AAA Date 06/18/2010 Time 12:35:20
REC-REQ OF ALLIANCE TITLE COMPANY
RECORDING FEE: 24.00
2269745000 DE 9

this Agreement, that the water distribution system will have a continuous and satisfactory operation in accordance with the terms of this Agreement;

and

WHEREAS, the water from the well has undergone a water quality analysis from the State of Idaho health authority and has been determined by the authority to supply safe and potable water;

and

WHEREAS, the parties hereto desire to enter this Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to said well and water distribution system.

NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system situated on "supplying party" (Parcel 1) shall be used by the parties to this Agreement, as well as by all future owners and occupants of said parcels, upon the following terms and conditions:

1. That until this Agreement is terminated, as hereinafter provided, the parties hereto, their heirs, successors and assigns, for the exclusive benefit of the respective parcels of real estate, and for the exclusive use of the "existing residential dwellings" residing thereon, are hereby granted the right in common with the other party to this Agreement, to draw water from the well located on the Sanders' (Parcel 1) property for quotidian domestic use of existing residential dwellings, excluding the right to draw water to fill swimming pools of any type.

2. That the owners or residents of the dwellings located on the Hirsch property (Parcel 2), as of the date of this Agreement shall:

a. In June 2010, an additional mobile home was placed on (Parcel 2) under a Temporary Hardship Permit (THP)4. It is understood that one of the dwellings will be removed if (Parcel 2) is sold, leased or Ms. Hirsch no longer resides on the property (Parcel 2) for any reason, or there is no longer a hardship condition; or within 2 years of the date of issuance of the THP4 permit if not extended under the provisions of the THP4.

b. There shall be no restrictions on the number of structures for either property as per Kootenai County regulates this according to their zoning codes. And shall not attempt to circumvent, supersede for re-write the laws governing this issue.

c. Both parties agree that if anyone living on either property, connect more than the existing residential dwellings, directly or indirectly, to the shared well on (Parcel 1) without written permission to do so; the offending property shall be disconnected until violation be rectified and come back into compliance with this well agreement.

3. It being understood that the supplying party and the supplied party shall pay the amount according to percentage of usage of the total of such necessary repair or replacement. Expenses include the cost of repairs and maintenance on said well and "water distribution system".

4. That the cost of any removal or replacement of pre-existing site improvements on an individual parcel necessary for system operation, maintenance, replacement, improvements, inspection or testing, damaged as a result of repair of the well or "water distribution system" maintenance will be borne by the owner of the affected parcel, except that costs to remove and replace common boundary fencing or walls damaged as a result of repair shall be shared equally between or among parties so damaged.

5. That both of the parties hereby agrees that they will promptly repair, maintain and replace all water pipes or mains serving their respective dwellings or structures.

6. That the consent of both parties to pay a proportionate percentage of costs shall be obtained prior to embarking upon expenditures for system maintenance, replacement or improvement, except in emergency situations. An arbitrator shall be chosen by the parties; shall be consulted in the event the parties cannot agree regarding the said expenditures; and the arbitrator's decision shall be definitive.
7. Each party shall pay their percentage of usage for the cost of energy for the operation of the pumping equipment.
8. That both of the parties to this Agreement does hereby grant to the other, his heirs, successors and assigns, such easements over, across and through the respective parcels as shall be reasonably necessary for the construction of the well, maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement.
9. That no party may install landscaping or improvements that will impair the use of said easements.
10. That both parties shall have the right to act to correct an emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the system to deliver water upon demand. In the event of an electrical failure, either party has the right to access (Parcel 1) to start the generator that supplies power to the "water distribution system" pump.
11. If either parcel is sub-divided, this shared well agreement remains with the described addresses and legal parcel descriptions; and each of the parties hereto does hereby covenant and agree that he/she will not allow or permit other persons, other than household guests, to take, draw, use or receive water from the well, nor permit other persons to connect to the pipes or mains serving his/her respective parcel.
12. That the respective rights and obligations of the two parties shall continue until the parties who wish to terminate their participation in the Well Agreement have executed and filed a written statement of termination at the Office of the Register of Deeds of the County of Kootenai, State of Idaho. Upon termination of participation in this Agreement, the owner and occupant of each residence which is terminated from the Agreement shall have no further right to the use of the well. The terminated parties shall disconnect their respective lateral connection from said well system and shall have no further obligation to pay maintenance and related expenses incurred thereafter. The costs of disconnection from the well and water system shall be borne by the owner of the pertinent parcel.
13. That the undersigned parties shall permit periodic well water sampling and testing by a responsible authority at the request of an undersigned party, this expense to be shared equally by each party.
14. That the term of this Agreement shall be perpetual, except as herein limited.
15. That the benefits and burdens of this Agreement shall constitute a covenant running with the two parcels of land herein described and shall be binding upon the heirs, successors in title and assigns of the parties hereto.
16. The THP4 located at 20518 N. Hope Valley Rd. Rathdrum, Idaho 83858, will also connect to the existing "water distribution system", as is the original cabin at 1620 E. Chilco Rd. Rathdrum, Idaho 83858. And both will be deemed in compliance in this shared well agreement.
17. A cistern will be installed at 20518 N. Hope Valley Rd, Rathdrum, Idaho 83858; to store water and help prevent loss of pressure in the existing "water distribution system". A timer will be installed

on the cistern to allow water to be replenished in the cistern, during the late night hours. The above mentioned cistern and timer system will be paid in full by Hirsch (Parcel 2).

18. Each party shall pay equally for the purchase and installation of flow regulators and flow meters for both properties. Each party shall pay equally for the purchase and installation of one electric meter to be installed in the pump house located on (Parcel 1). The flow regulators will be set at no less than 7gpm or no greater than 8gpm for each property. This will ensure that both properties are limited in their water volume and thus use of the well can be monitored. The cost of maintenance and repairs to the "water distribution system"; will be shared according to the percentage of use by each property.

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

BY John P. Sanders - Catharine L. Sanders as POA
JOHN P. SANDERS

DATE 6/18/10
(PARCEL 1)

BY Catharine L. Sanders
CATHERINE L. SANDERS

DATE 6/17/10
(PARCEL 1)

BY Virginia Hirsch
VIRGINIA HIRSCH

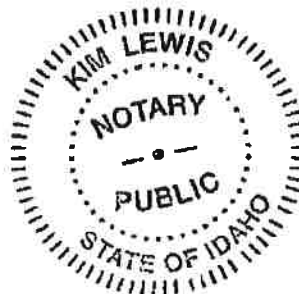
DATE 06-17-2010
(PARCEL 2)

County of Kootenai, State of Idaho

Sworn and subscribed before me this 17th day of June, 2010.

Notary Public Kim Lewis

My commission expires: 11/9/2010



FOOTNOTES

1. This Well Agreement is written for two parties, both parties being equal, viz. a "supplying party" and a "supplied party"; however, the language.
2. The terms "Parcel 1" and "Parcel 2" are used herein for convenience; any accurate description of the relevant land may be used in this Agreement.
3. The decision whether to select and employ an arbitrator shall be optional, and according to the mutual preferences of both parties.
4. The terms and conditions of the Temporary Hardship Permit (THP) are to be adhered to as per the attached Kootenai County Hardship Units Information Brief; as pertaining to this Agreement.
5. The term "existing residential dwellings" is used herein to describe the original residential dwelling and guest cabin on (Parcel 1); and the original residential dwelling and (THP) dwelling on (Parcel 2).

RECEIVED
JUL 24 2018
IDWR / NORTH

SCANNED
JUL 24 2018

CHANGE IN ADDRESS OF NOTICE OF CLAIM

Adjudication Claim Number(s): 95-11395, 95-17599

Previous Mailing Address: VIRGINIA L HIRSCH
PO BOX 480
RATHDRUM, ID 83858

New Mailing Address: 20518 Hope Valley
RATHDRUM, ID
83858

Telephone Number: (208) 659-4639

Signature(s) of all Claimant(s): Virginia Hirsch
Print your name below your signature.

Please mail or FAX this completed form to the office nearest you:

Adjudication Section
Idaho Department of Water Resources
7600 N. Mineral Dr., Ste. 100
Coeur d'Alene, ID 83815-7763
Phone 208-762-2800
FAX 208-762-2819

Adjudication Section
Idaho Department of Water Resources
2735 Airport Way
Boise, ID 83705-5082
Phone 208-334-2190
FAX 208-334-2348

Adjudication Section
Idaho Department of Water Resources
650 Addison Ave. W, Ste. 500
Twin Falls, ID 83301-5858
Phone 208-736-3033
FAX 208-736-3037

Adjudication Section
Idaho Department of Water Resources
900 N. Skyline Dr., Ste. A
Idaho Falls, ID 83402-3653
Phone 208-525-7161
FAX 208-525-7177

Adjudication Section
Idaho Department of Water Resources
322 E. Front St.
P.O. Box 83720
Boise, ID 83720-0098
Phone 208-287-4800
FAX 208-287-6700

IDWR Use Only

Revised 02/14

Data Entry: _____

Date: _____