

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 PALOUSE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 59576

Claim ID: 87-11283Date Received: 7-1-2019Receipt No: N035133Claim Fee: 25.9 By: JD

RECEIVED

JUL 01 2019

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) Alan Hoffman Phone (208) 596-0056Mailing address 1511 Thorpe Creek Rd Moscow ID Zip 83843
Street or Box City StateEmail address (optional) hoffmanfarming LLC@gmail.com2. Date of priority: (Only one per claim) 7/1995 (Explain priority date selected in Remarks)
Month/Day/Year (YYYY)3. Source of water supply (Check one) Ground Water () or Other X (a) _____
which is tributary to (b) _____4. Location of point of diversion is: Township 38N, Range 5W, Section 19,
SE 1/4 of SE 1/4, or Govt. Lot _____ BM, County of Latah

Parcel no. _____

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, pump, pressure tank 1 and 2" water lines

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 .02
Month/Day Month/Day cfs () or AFY ()

For _____ purposes from _____ to _____ amount _____

7. Total quantity claimed .02 cfs () or AFY ()

8. Non-irrigation uses. Describe fully. (Domestic: give number of homes; Stockwater: list number and kind)

Domestic (2) (homes)

9. Location of place of use is: Township 38N, Range 5W, Section 19,
SW 1/4 of SE 1/4, Govt. Lot _____ BM, Parcel no. _____

for (check one) **Domestic** ☒ **Stock** () **Domestic and Stock** () If different than shown in Item 4

Additional places of use, if any _____

10. In which county(ies) are lands listed above as place of use located? Latah Co

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 Palouse 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: _____

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: _____
_____ 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 Alan Hoffman Date 6/14/19

Address 1511 Thorn Creek Rd Moscow Id

Name of claimant(s) _____ Claim ID _____

591272
NO. 591272
AT THE REQUEST OF
SUSAN R. WILSON
DATE & TIME
3-26-18 4:41
LATAH COUNTY RECORDER
FEE \$4.00 BY [Signature]

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Latah County Title Company
106 E. 2nd Street
Moscow, ID 83843

(Space Above For Recorder's Use)

SHARED WELL AGREEMENT

THIS SHARED WELL AGREEMENT is made this 21st day of March, 2018, by and between BARBARA COMSTOCK (hereafter "Barbara") and ALAN HOFFMAN, whose address is 1511 Thorn Creek Road, Moscow, ID 83843 (hereafter "Alan"). The parties agree as follows:

WITNESSETH:

WHEREAS, Barbara owns certain real property (hereafter "Parcel 1") located in the County of Latah, State of Idaho, and legally described on the attached Exhibit A; and

WHEREAS, Alan owns certain real property (hereafter "Parcel 2") located in the County of Latah, State of Idaho, commonly known as 1511 Thorn Creek Road, Moscow, ID 83843, and which is legally described on the attached Exhibit B; and

WHEREAS, there exists on Parcel 1 a well (hereafter "Shared Well") which supplies water to both Parcels 1 and 2. Each parcel has a separate water distribution system which diverts water from the Shared Well directly to each of the Parcels; and

WHEREAS, the Shared Well is deemed by the parties hereto to be of adequate capacity to supply each parcel described herein with water from the Shared Well for all domestic and irrigation uses of each parcel as set forth herein; and

WHEREAS, the parties desire to establish of record an agreement relative to the Shared Well and the water distribution system which provides for use by the occupants of Parcels 1 and 2 as set forth herein, and to assure the continuous and satisfactory operation and maintenance of the Shared Well and water distribution system for so long as Palmer owns Parcel 2.

AGREEMENT:

NOW THEREFORE, in consideration of the promises and covenants herein contained, the parties hereby incorporate the Recitals set forth above and agree as follows:

1. Grant of Rights to Shared Well. Barbara, as the owner of Parcel 1, where the Shared Well is located, hereby grants to Alan, the owner of Parcel 2, the right to draw water from the Shared Well located on Parcel 1 for reasonable use on Parcel 2 subject to the terms of this Agreement. Reasonable use shall be defined as that use by the owner of Parcel 2 which does not unreasonably interfere with the reasonable use of the owner of Parcel 1.

2. Grant of Easement for Shared Well and Water Distribution System. Each of the parties to this Agreement does hereby grant to the other, such easements over, across and through the respective parcels as shall be reasonably necessary for the maintenance of the Shared Well, maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement.

A portion of the water distribution system which supplies water from the Shared Well on Parcel 1 to Parcel 2 traverses Parcel 1. Barbara hereby grants to Alan an access and maintenance easement for the Shared Well located on Parcel 1 and water distribution system which traverses Parcel 1. Said easement shall be twenty feet (20') in width, ten feet (10') on each side of the existing pipeline. Alan grants to Barbara an access and maintenance easement for that portion of the water distribution system which traverses Parcel 2.

In the event the Shared Well no longer has the capacity to serve both parcels or in the event the Shared Well fails completely, then the parties agree that each party will drill a new well on their respective properties and this Shared Well Agreement shall be deemed terminated consistent with Paragraph 10 below.

3. Maintenance of Water Distribution System. The parties acknowledge that there is a water distribution system that extends from the well to the residence on Parcel 1. There is an additional water distribution system extending from the southwest corner of the residence on Parcel 1 to the residence on Parcel 2. The parcels share a common water pressure tank located in the residence on Parcel 1. The water distribution system from the well to Parcel 1 benefits both parcels and therefore any repair, replacement or maintenance of that distribution system and the pressure tank shall be shared equally between the parties. The owner of Parcel 2 shall be responsible for all repairs, replacement or maintenance of the water distribution system serving only Parcel 2. Each of the parties hereby agrees that they will promptly repair, maintain and replace all water pipes or mains serving their respective parcels; particularly, without limitation, each party is responsible for 1) the prompt repair of any detected leak in the water service line or plumbing system; 2) the repair costs to correct system damage caused by a resident or guest of each party; and 3) the necessary repair or replacement of the service line connecting the system to the dwelling. In the event there is a need for any replacement or improvement to the water distribution system, or any element of the system, such replacement or improvement shall at a minimum restore the original system performance. In the event any such replacement, repair, or maintenance, is necessitated by persons other than a resident or guest at a parcel sharing the well, then each parcel owner shall share equally said costs of replacement, repair, or maintenance.

4. Maintenance of Shared Well. In addition to the maintenance of the Water Distribution System set forth above, the owners of each parcel shall share equally in the costs to maintain, operate, and replace components if necessary of the Shared Well on Parcel 1. Electricity for the Shared Well is billed to the owner of Parcel 1. Alan shall pay to the owner(s) of Parcel 1, Ten and No/100 Dollars (\$10.00) per month for the use of the well, unless the parties agree on a different amount, as reasonable payment for the costs and maintenance of providing electricity for pumping of the Shared Well, filters as needed, and providing additional heating sources if necessary in the winter months. Nothing herein prevents the parties from modifying the reimbursable amount relative to the provision of electricity in the event that expense changes over time. The intent is that both parties share equitably in the reasonable costs to operate the Shared Well as both parties benefit from the Shared Well.

Unless otherwise agreed between the parties, said payment shall be made annually not later than the 1st day of each January. In the event that any such payment remains unpaid for a period of thirty (30) days after the receipt of notice of the amount due, the owner of Parcel 1 may terminate the supply of water to Alan until all arrearages in payment are received by the owners of Parcel 1.

5. Well Testing. All parties shall permit periodic well water sampling and testing by a responsible local authority at the request of any party, or any occupant of any property, or mortgagee. In the event any such testing reveals a significant water quality deficiency, corrective measures shall be implemented upon the consent of all parties.

6. Sewage Location Restriction. No party may locate or relocate any element of an individual sewage disposal system within 75 feet (100 feet for proposed construction) of the Shared Well.

7. Payment of Expenses. The owners of both parcels shall pay or cause to be paid promptly, their share of all expenses for the operation and maintenance of the Shared Well and water distribution system that may become necessary. Each respective share shall be determined by dividing the amount of each expense by two, it being understood that the each parcel owner shall pay an amount equal to one half of the total of such necessary repair, maintenance, or replacement of components. Payment shall be considered prompt if paid within thirty (30) days from receipt of written notice of the expenses to be paid, with the exception of the expense for electricity which shall be paid pursuant to Paragraph 4 above.

8. Prior Consent and Notice Required. The consent of all parties to pay a proportionate share of costs shall be obtained prior to embarking upon expenditures for system maintenance, repair or replacement of components, or other improvements, except in emergency situations. In the event there is a dispute as to the foregoing expenditures, 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 final. Further, prior to any maintenance, replacement, repair or other improvement

work of any kind, each party will give notice to the other party of the intent to do said work.

9. No Obstructions. No party may install landscaping or other improvements that will impair the use of said easements.

10. Access in Emergency. Each party 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.

11. Benefiting Parcels. Only those parcels of real estate described herein and on the Exhibits and the dwellings located thereon shall be permitted to receive water from said Shared Well and pumping equipment; and each of the parties hereto does hereby covenant and agree that they will not allow or permit other persons, other than in the ordinary reasonable course of use to take, draw, use or receive water from the well, nor permit other persons to connect to the pipes or mains serving their respective parcel.

12. Termination of this Agreement. This Agreement shall be terminated under any of the following circumstances: i) upon approval of all interested parties; ii) in the event the Well is no longer able to adequately supply both Parcels domestic uses; or ii) in the event the Well is no longer able to supply quality water to both Parcels. For termination by mutual agreement to be effective, all interested parties must execute a written Termination Agreement and file a written statement of termination at the Office of the Recorder of the County of Latah, State of Idaho. Upon termination of participation in this Agreement, each party or parties shall disconnect their respective lateral connection from said well system and shall have no further obligation to pay or collect for maintenance and related expenses incurred thereafter. The costs of disconnection from the Shared Well and water system shall be borne by the owner of the disconnecting parcel. The costs for abandoning all or a part of the shared system so that contamination of ground water or other hazards will be avoided shall be shared equally by the parcel owners. In the event this Agreement is terminated due to inadequate supply or quality of water from the Shared Well, each party shall drill a new well on his/her own parcel.

13. Amendment Permitted. The parties may amend this Agreement to assure equitable distribution of shared costs and responsibilities; provided, however, any said Amendment, other than that relating to the shared costs, shall be recorded in the records of Latah County, Idaho.

14. Binding on Successors. This Agreement shall be recorded in the official records of Latah County, State of Idaho, and shall be binding on the heirs, successors, administrators, executors and assigns of the owners of each parcel and shall run with the land.

15. Indemnification. Each party agrees to indemnify, defend and hold the other parties, their successors, assigns, and agents harmless from any and all claims, liability,

losses, costs, charges, or expense that arise from each party's respective use or use by their respective customers, agents, invitees, or representatives of all easements set forth herein.

16. Remedies. In the event of a breach hereunder by any party, the non-breaching party shall have all remedies available at law or in equity, including the availability of injunctive relief.

17. Attorney's Fees. In the event it is necessary for any of the parties to incur legal fees or costs to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs incurred in enforcing the terms and conditions of this agreement. This Agreement shall be construed pursuant to the laws of the State of Idaho with venue in Latah County.

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

BY: **BARBARA**



BARBARA COMSTOCK

BY: **ALAN**

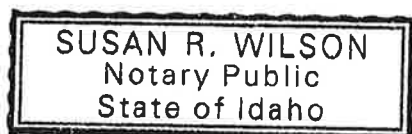


ALAN HOFFMAN

STATE OF IDAHO)
) ss.
 County of Latah)

On this 21st day of March, 2018, before me
Susan R. Wilson, personally appeared BARBARA HOFFMAN, known or
 identified to me, to be the person whose name is subscribed to the within instrument, and
 acknowledged to me that she executed the same.

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

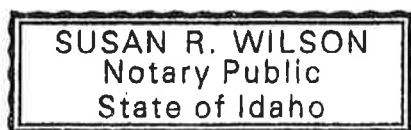


Susan R. Wilson
 NOTARY PUBLIC FOR IDAHO
 Residing at Moscow
 My Commission Expires 4-21-2021

STATE OF IDAHO)
) ss.
 County of Latah)

On this 21st day of March, 2018, before me
Susan R. Wilson, personally appeared ALAN HOFFMAN, known or
 identified 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 first above written.



Susan R. Wilson
 NOTARY PUBLIC FOR IDAHO
 Residing at Moscow
 My Commission Expires 4-21-2021

EXHIBIT A**Barbara Property Description**

A parcel of land located in the southeast quarter of the southeast quarter of Section 19, Township 38 North, Range 5 West of the Boise Meridian, Latah County, Idaho described as follows:

COMMENCING at the south quarter corner of Section 19;

Thence along the south line of said section, S 89°52'17" E, 1065.60 feet to the southwest corner of a parcel of land described in Warranty Deed, Recorder's Instrument No. 407958;

Thence along said parcel, N 00°21'15" E, 250.00 feet to the northwest corner thereof;

Thence along the north line of said parcel, S 89°52'17" E, 369.10 feet to the **POINT OF BEGINNING**;

Thence continuing along said south line, S 89°52'17" E, 115.09 feet to a point on the westerly right of way line of the county road (Thorn Creek Road);

Thence along said right of way line, N 17°20'35" E, 373.86 feet;

Thence leaving said right of way line, S 68°50'54" W, 241.12 feet;

Thence S 00°21'14" W, 269.61 feet to the **POINT OF BEGINNING**.

EXHIBIT B**Alan Property Description**

Parcels situated in Latah County, State of Idaho and more particularly described as follows:

The North Half of the SE1/4; the SW1/4SE1/4; the SE1/4SE1/4; the NE1/4NW1/4; Government Lot 2; the SE1/4NW1/4; and the NE1/4SW1/4, all of Section 19, Township 38 North, Range 5 West, B.M., County of Latah, State of Idaho

EXCEPTING THEREFROM a parcel of land located in the southeast quarter of the southeast quarter of Section 19, Township 38 North, Range 5 West of the Boise Meridian, Latah County, Idaho described as follows:

COMMENCING at the south quarter corner of Section 19;
 Thence along the south line of said section, S 89°52'17" E, 1065.60 feet to the southwest corner of a parcel of land described in Warranty Deed, Recorder's Instrument No. 407958;
 Thence along said parcel, N 00°21'15" E, 250.00 feet to the northwest corner thereof;
 Thence along the north line of said parcel, S 89°52'17" E, 369.10 feet to the **POINT OF BEGINNING**;

Thence continuing along said south line, S 89°52'17" E, 115.09 feet to a point on the westerly right of way line of the county road (Thorn Creek Road);
 Thence along said right of way line, N 17°20'35" E, 373.86 feet;
 Thence leaving said right of way line, S 68°50'54" W, 241.12 feet;
 Thence S 00°21'14" W, 269.61 feet to the **POINT OF BEGINNING**.

ALSO EXCEPTING THEREFROM a parcel of land situated in Latah County, Idaho and described as follows:

In Latah County, State of Idaho, to-wit:

Beginning at the Southwest corner of the SE1/4 of Section 19, Township 38 North, Range 5, W.B.M.; thence Easterly along the South line of said SE1/4, 1065.6 feet to the TRUE POINT OF BEGINNING; thence North 250 feet; thence East to the centerline of Thorncreek Road; thence in a Southwesterly direction along said centerline to its intersection with the South line of said SE1/4; thence Westerly along said South line to the TRUE POINT OF BEGINNING. Subject to a county road right of way know as Thorn Creek Road.

TOGETHER WITH Lots 2 and 3, Section 36, Township 38 North, Range
6 West, B.M., County of Latah, State of Idaho