

**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 CLARK FORK-PEND OREILLE RIVER
BASIN WATER SYSTEM

CIVIL CASE NUMBER: 69576

Ident. Number: 97-9137

Date Received: 7/11/2022

Receipt No: 1040502

Claim Fee: \$25.00

Received By: Ja

RECEIVED

JUL 11 2022

IDWR / NORTH

**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)

DON GRINDE
872 WOODS RD
PRIEST RIVER ID 83856

Phone: (208) 920-3774

AND/OR

JANICE GRINDE
872 WOODS RD
PRIEST RIVER ID 83856

Phone: (425) 293-1551

2. Date of Priority: 7/29/2003

3. Source:
GROUND WATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	¼ of ¼ of ¼	Lot	County	Type
56N	04W	21	NE SW		BONNER	

5. Description of diverting works:

SHARED WELL ON NEIGHBORING PROPERTY PIPED TO HOME.

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:

DOMESTIC USE FOR ONE HOME

9. Place of use:

DOMESTIC within BONNER County

Township	Range	Section	¼	of	¼	Lot	Acres
56N	04W	21	NE		SW		

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:

12. Remarks:

Priority Date Explanation:

DATE WELL COMPLETED AND WATER FIRST PUT TO BENEFICIAL USE. PROPERTY WAS
ONCE A FULL 10 ACRES AND THIS WAS FIRST HOME CONNECTED PRIOR TO SPLIT.

13. Basis of Claim: Beneficial Use

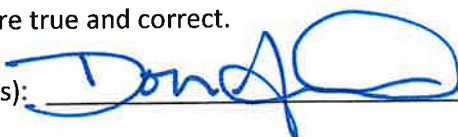
14. Signature(s)

(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 CLARK FORK-PEND OREILLE River Basin Adjudication." (b.) I/We do _____ do not X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 1

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: 7/11/22

Date: _____

RECEIVED

Office Use Only
 Inspected by _____
 Twp _____ Rge _____ Sec _____
 _____ 1/4 _____ 1/4 _____ 1/4
 Lat: : : Long: : :

Drilling Permit No: 805217
Other IDWR No. IDWR/North

2. OWNER **Well Number:**
Name PERRON, MARTIN 618

Address 872 WOODS RD.

City	PRIEST RIVER	State	ID	Zip	83856
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3. LOCATION OF WELL by legal description
sketch map location must agree with written location


 Twp. 56 ☒ North or ☐ South
 Rge. 4 ☐ East or ☒ West
 Sec. 21 SE 1/4 NE 1/4 SW 1/4
 Gov't Lot _____ County BONNER
 Lat. : : Long. : :
 Address of Well Site SAME
 City PRIEST RIVER

(Give at least name of road + Distance to Road or Landmark)

Lt. Blk. Sub. Name

4. USE:

☒ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation
☐ Thermal ☐ Injection ☐ Other _____

5. TYPE OF WORK check all that apply (Replacement, etc.)

☒ New Well ☐ Modify ☐ Abandonment ☐ Other

6. DRILL METHOD

☒ Air Rotary ☐ Cable ☐ Mud Rotary ☐ Other _____

7. SEALING PROCEDURES

SEAL/FILTER PACK			AMOUNT	METHOD
Material	From	To	Sacks or Pounds	
DRY GRANULE				
BENTONITE	0	18	8 BAGS	OVERBORE

Was drive shoe used? ☒ Y ☐ N Shoe Depth(s) 98'

Was drive shoe seal tested? ☐ Y ☒ N How?

8. CASING/LINER:

Diameter	From	To	Gauge	Materi
6	+2	98	.250	STEEL

Casing Liner Welded Threaded
☒ ☐ ☒ ☐

Length of Headpipe _____ Length of Tailpipe _____

9. PERFORATIONS/SCREENS

☐ Perforations Method _____

☐ Screens Screen Type _____

From	To	Slot Size	Number	Diameter	Material

Casing
Liner

10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

55 ft. below ground Artesian pressure _____ lb.
Depth flow encountered _____ 98 ft. Describe access port or
control devices: _____

11. WELL TESTS:

☐ Pump ☐ Bailer ☒ Air ☐ Flowing Artesian

Yield gal./min.	Drawdown	Pumping Level	Time
15+			1 HR

Water Temp. COLD Bottom Hole Temp COLD

Water Quality test or comments: CLEAR

Depth first Water encountered 55

12. LITHOLOGIC LOG:(Describe repairs or abandonment)

[illegible]

13. DRILLER'S CERTIFICATION

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Firm Name H2O WellService, Inc. Firm No. 448
Firm Official [Signature] Date 7-31-03
and
Supervisor or Operator [Signature] Date 7-31-03

(Sign Once if Firm Official and Operator)

(Todd Morgan)

Instrument # 940929
Bonner County, Sandpoint, Idaho
07/01/2019 12:14:02 PM No. of Pages: 4
Recorded for: DONALD GRINDE
Michael W. Rosedale Fee: \$19.00
Ex-Officio Recorder Deputy
Index to: MISC



SHARED WATER AGREEMENT

Shared Water agreement between the parties of 872 Woods Road and 816 Woods Road and their heirs and successors.

Shared water agreement.

It is the goal to mutually share the well to provide clean fresh drinking water for domestic use with limitations to make sure that adequate water levels are maintained and the well and its equipment, pumps, lines, valves and fixtures all remain in good repair and are upgraded as needed. All costs to be sharing equally.

History: The current shared well located at 816 Woods Rd originally was drilled in 2003 and owned by the property known as 872 Woods Rd. when it was classified as 10 acre parcel. During subsequent subdivision of property in 2008 into two five acres parcels the well location then transferred to 816 Woods Rd. The pump controller and power still flow from 872 Woods Road. The well is a 15 GPM well at the time of installation.

Points of shared water agreement.

- Expenses: Shared equally between users to cover cost of electricity, repairs, testing and disinfection of the system. This includes replacing components including the pump, making improvements to extend the systems life as well as restoring yield if needed.

Once each in January the owner of power will be compensated for the cost of electricity in the amount of \$180 or the minimum Electric Company (Avista) line charge which ever is greater. The users agree in the future a separate standalone electrical service can be installed and costs shared equally.

- Each user is to promptly repair leaks in their service line, pay for repairs or damage caused by residents or guests on their property and maintain and replace the water system lines to their residence at their own cost.
- Either party may test by a certified local authority at any time, for any reason at their expense.

- Corrective measures should be taken if testing uncovers significant deficiencies, with the consent of parties.
- No party may be cut off from well water access or easement to well for repairs or restoring flow. Broken service lines may and will be shut off until repaired at owners expense.
- Clean drinking water is for domestic uses and watering of plants, trees and garden is approved but said water system shall not be hooked to lawn sprinkler systems or unrestrained use of sprinklers round the clock. Water usage should be considerate upon water levels of well. A water level monitoring device is a recommended upgrade for the well. A well pump pressure tank, power switch and distribution house could be installed near the well head in the future on 816 Woods road for mutual access and is a planned improvement all costs to be share equally over life of well.
- Connection to new residences other than the two primary parties is not approved without the consent of all parties.
- No party shall locate or relocating a septic tank within 50 feet of the shared well and 100 feet for drain field. Other structures shall not be built near the well or pump house that would inhibit access to well. Livestock and animals shall be fenced off away from well head and well head protected from contaminated runoff. No dumping of paints, chemicals, automobile fluids such as oil, antifreeze etc shall be permitted on the property of 816 Woods Rd in order to protect well water.
- Easements shall be granted for all elements of the system, including access, necessary workspace for system operation, maintenance, replacement, improvement, inspection, and testing and repairing of water lines which may include excavation of said water lines.
- If issues can not be resolved by mutual agreement both parties agree to binding arbitration for any major disputes regarding the system, costs, or the terms of the sharing agreement.

Either party is free to drill their own well and disconnect for shared source but at no time shall either party be denied access to the shared well. Reasonable accommodations should be made considering any impact on other party during transfer of systems.

Below are the signed owners of each property and this agreement shall remain enforce until mutually modified by both parties or their heirs or successors.

Signed Owner of [Signature]

872 Woods Road
Priest River ID 83856

Name DONALD GRINDE

Signed Owner of [Signature]

816 Woods Road
Priest River, ID 83856

Name DONALD GRINDE

JURAT

State of Idaho
County of Bonner

Subscribed and sworn/affirmed to before me this 1st day of July

20 19, by Donald Grinde

[Signature]
Notary Public



Residing in Bonner County

Date 7/1/2019

My Commission Expires: August 19, 2021