

September 15, 2020

IDWR / NORTH

Terry and Linda Becker and Laurel Avery oppose water right # 98-8026 because there is an existing water right on the south creek with existing pond. This water right was filed at the Boundary County Court House on February 11, 1963, file number 88721, (see attached) pre Water Association Board. The Water Association Board was established in 1965. Laurel Avery remembers the pond being constructed in the 1960s by her Uncle, John Deboer.

If the said creek is used for irrigating alfalfa fields it will negate all downstream flow at that point which is unacceptable to the parties opposing the permit. The water in this creek is used for watering livestock, sub-irrigating pastures, and fills Laurel's pond.



Terry Becker



Linda Becker

Laurel Avery

Alleman, Tammy

From: Maxey, Shaun
Sent: Tuesday, September 22, 2020 4:03 PM
To: Alleman, Tammy; Frederick, Adam
Subject: FYI: Latest call concerning Protest on 98-8026 (Johnson, Shem) from Becker

Adam and Tammy:

Linda Becker called again, said her phone service is poor, and provided additional contact information. I explained that I had just retrieved her voicemail for me and sent the previous e-mail to both of you. She provided the following latest contact information .

(208) 290.3693 Mrs. Linda Becker
(208) 290.6700 Mr. Terry Becker (preferred number)

tlfencing26@gmail.com

skimmerhorn2@icloud.com

Shaun

Alleman, Tammy

From: Maxey, Shaun
Sent: Tuesday, September 22, 2020 3:25 PM
To: Alleman, Tammy; Frederick, Adam
Subject: FW: Message from +12082903693 (call concerning Protest on 98-8026 Johnson, Shem)
Attachments: VoiceMessage.wav

Adam and Tammy:

I got an incoming call that was broken off twice in mid conversation about a Protest being filed on 98-8026. The caller (Linda Becker) was concerned that she did not provide contact phone numbers for herself (Linda Becker) (208) 290.3693 and her husband (Terry Becker (208) 290.3693. I also got the attached voicemail from her. Her voicemail box hasn't been set up yet so I wasn't able to reach her on a callback.

Ms. Becker requested a call back concerning next steps and said that was concerned that she had not provided a phone number in her protest letter to IDWR or the Applicant. She also said another protestant (Laurel Avery) does not have a phone number. She also said that due to a family emergency that she (Linda Becker) may be hard to reach.

Ms. Becker said she has sent certified mail to the Applicant but that he had not picked it up yet. She also said she had sent her protest letters well in advance of the deadline.

Shaun

From: State of Idaho - Cisco Unity Connection Messaging System [mailto:unityconnection@icsadmum01.ics.idaho.gov]
Sent: Tuesday, September 22, 2020 3:07 PM
To: idwr-2816@icsadmum01.ics.idaho.gov
Subject: Message from +12082903693

RECEIVED
SEP 22 2020
IDWR / NORTH

BK 8 MISC
Pg 498
#88721
2-11-1963

The said pipeline shall be excavated, constructed and maintained by Gifford E. Dinning and Laura A. Dinning, his wife, and LeRoy Fairchild and Louise Fairchild, his wife, and their heirs and assigns in a good and workmanlike manner so as to interfere as little as possible with the continued use of the land through which the right-of-way passes by John DeBoer and his successors and assigns.

This grant shall convey no fee simple estate to the said Gifford E. Dinning and Laura A. Dinning, his wife, and LeRoy Fairchild and Louise Fairchild, his wife, and shall be subject to any rights in, to, upon, over, across and under said land now outstanding.

IN WITNESS WHEREOF, John DeBoer has executed this instrument on the 2nd day of October, 1962.

John DeBoer
John DeBoer, a single man

STATE OF IDAHO }
County of Boundary } ss; ACKNOWLEDGMENT

On this 2nd day of October, in the year of 1962, before me, the undersigned, a Notary Public in and for said county and State, personally appeared John DeBoer, a single man, known to me (or-~~proved-to-me-on-the-oath-of~~ ---) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as his free act and deed for the uses, purposes and consideration therein expressed.

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

(Notarial Seal)
My commission expires: 11/23/65

Peter B. Wilson
Notary Public, Residing at Bonners Ferry

STATE OF IDAHO }
County of Boundary } ss

Filed for record at the request of LeRoy Fairchild on the 11 day of February 1963 at 2:25 o'clock p.m., and recorded in Book 8 of Miscellaneous on page 497.

Fee \$1.25

Marion Messenbrink, County Recorder
By M. Runyan, Deputy

COMPARED 8 8 7 2 1

AGREEMENT

GIFFORD E. DINNING and LAURA A. DINNING, husband and wife, first party, and LE ROY FAIRCHILD and LOUISE FAIRCHILD, husband and wife, second party, each in consideration of the acceptance and performance by the other of the hereinafter outlined covenants, conditions, and duties do hereby agree as follows:

1. That said parties shall purchase the right to use all the waters of the natural spring on the property of JOHN DE BOER, said spring being more particularly described and located as:

Located approximately 900 feet Northeast of the center of Section Thirty-one (31), Township Sixty-five (65) North, Range One (1) East, B.M., Boundary County, Idaho; and said parties do further agree to acquire a right of way for a pipeline from said spring said right of way described as follows:

A right of way 12½ feet on each side of a centerline described as: Beginning at said spring site and running thence Southwesterly to a point approximately 600 feet North of the center of Section Thirty-one (31), Township Sixty-five (65) North, Range One (1) East, B.M., Boundary County, Idaho, thence Southwesterly approximately 1,700 feet to a point 125 feet South of the Northwest corner of the Northeast Quarter of the Southwest Quarter (NE¼ SW¼) of said Section Thirty-one (31), Township Sixty-five

STATE OF IDAHO

County of Boundary

ss.

February

On this 11 day of January, 1963, before me, the undersigned Notary Public, personally appeared LE ROY FAIRCHILD and LOUISE FAIRCHILD, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

(Notarial Seal)

Robert A. Mystrom
Notary Public for Idaho
Residing at Bonanza Ferry
Gen. Exp.: 2-15-65

STATE OF IDAHO

County of Boundary

ss.

Filed for record at the request of Le Roy Fairchild on the 11 day of February 1963 at 2:30 o'clock p.m., and recorded in Book 8 of Miscellaneous on page 498.

Fee \$3.50

Marian Mesenbrink, County Recorder
By M. Runyan, Deputy

*See follow in
front for map*

8 8 7 4 2 COMPANED

RECEIPT AND ACKNOWLEDGEMENT

REGARDING AGREEMENT EXECUTED THE 31st DAY OF MAY, 1962

Between

MAPLES LUMBER CO., INC., AS SELLER, AND

RALPH SPRING and JAMES SPRING, AS PURCHASERS

RALPH SPRING and JAMES SPRING, purchasers in the above-described Agreement, do agree and acknowledge that Maples Lumber Co., Inc., seller in said Agreement, has, pursuant to Paragraph IV of the above-described Agreement, made payments upon the costs of construction of the dry kiln in the amount of Seven Thousand Two Hundred Thirty-nine and 84/100 Dollars (\$7,239.84), as follows:

\$: 500.00	6/12/62	to	Idaho Lumber & Tie Co.
\$ 500.00	6/19/62	to	Ralph Spring and James Spring
\$1,064.20	7/ 5/62	to	Ralph Spring and James Spring
\$ 500.00	7/ 9/62	to	Idaho Lumber & Tie Co.
\$1,890.64	7/12/62	to	Olyde Cox
<u>\$2,785.00</u>	7/31/62	to	L. D. McFarland Co., for Kiln
<u>\$7,239.84</u>			

Purchasers acknowledge and agree that the above-mentioned amount is to be added to the balance of the purchase price of said Agreement. That including the amount of the above-mentioned payments the balance of purchase price of said Agreement is on this date in the amount of Forty seven thousand four hundred seventy nine and 84/100 Dollars (\$47,479.84/100), exclusive of interest.

Dated this 28 day of November, 1962.

Ralph J. Spring
Ralph Spring

James D. Spring
James Spring

Also expended for Kiln not included in above was 240.00 for 60 Kiln cars @ 4.00 each. This am't to be added to the above amount, R.J.S. J.D.S.

ADDENDUM

TO AGREEMENT EXECUTED THE 31st DAY OF MAY, 1962

Between

MAPLES LUMBER CO., INC., AS SELLER,

and

RALPH SPRING and JAMES SPRING, AS PURCHASERS

This day it has been agreed between the seller and the purchasers to the above-des-

(65) North, Range One (1) East, S.M., Boundary County, Idaho; said line entering the property of first party at a point 125 feet South of the Northeast corner of the Northeast Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of said Section Thirty-one (31); thence continuing Southwesterly to a point in the property of second party which is 600 feet South of the Northeast corner of the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Thirty-six (36), Township Sixty-five (65) North Range One (1) West, S.M., Boundary County, Idaho, and thence continuing Southwesterly to a point of termination at the farmstead of second party as said farmstead of second party as said farmstead exists on September 30, 1962.

2. That said right of use, right of way, and pipeline shall be jointly owned by the parties and the interest of first party shall run with the land described as:

The West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Thirty-one (31), Township Sixty-five (65) North Range One (1) East S.M., Boundary County, Idaho;

and the interest of second party shall run with the land described as:

The East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$), Section Thirty-six (36), Township Sixty-five (65) North, Range One (1) West, S.M., Boundary County, Idaho.

3. The first party hereby grants, bargains, sells and conveys to second party a right of way as above described and second party hereby grants, bargains, sells and conveys to first party a right of way as above described; each grant herein being for as long as the hereinabove and hereinafter terms, conditions, covenants and agreements are complied with by the other.

4. Each party shall share equally the cost of acquiring the water and right of way, and the cost of constructing, operating, maintaining, altering, repairing, modifying, replacing and reconstructing said pipeline.

5. Unless the parties otherwise agree in writing, the water shall be used by each only for the following purposes: watering sufficient livestock for one farm family's needs, for domestic use for one farm family, and for a yard and garden not exceeding one (1) acre in size for one farm family.

6. Each party shall be entitled to fifty (50%) per cent of the water flow at all times; and in the event of water shortages at any given time, then water shall first be used for domestic and livestock purposes.

7. A schedule of hours covering use of the water for garden and law purposes is attached hereto and made a part hereof as though fully set forth at length herein. (no schedule attached)

8. The rights, privileges, duties and obligations set forth herein shall inure to the benefit and duty of the heirs, successors and assigns of said parties.

February
DATED this 11 day of January, 1963.

Laura A. Dinning

Gifford Dinning

Louise Fairchild

Harvey E. Fairchild

STATE OF IDAHO

County of Boundary

ss.

February

On this 11 day of January, 1963, before me, the undersigned Notary Public, personally appeared GIFFORD E. DINNING and LAURA A. DINNING, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

(Notarial Seal)

Robert A. Nystrom
Notary Public for Idaho
Residing at Bonners Ferry
Conn. Exp.: 2-15-65