

NOTICE OF ERROR
REPLY

RECEIVED
02/09/2018
APR 26 2018
IDWR / NORTH

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: March 30, 2018

Water right number: 95-10811

JOHN CAREY
443 S MC GUIRE RD
POST FALLS ID 83854
Telephone Number: 2086606502

VICKI CAREY
443 S MC GUIRE RD
POST FALLS ID 83854
Telephone Number: 2086606502

*we are new owners of this
property;
Porter K. EIDSON
and NANCY EIDSON*

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

see ownership change documents attached

2. Describe the changes you wish to make in the proposed recommendation:

well is on TIRU property

3. Give a brief explanation as to why you disagree with these portions:

*Shared well by 4 people see shared
well agreement
1692802 attached*

☐ I AGREE with this proposed recommendation: no changes need to be made.

DATE: 4-26-18

SIGNATURE: Nancy Eidson

Please print your name: NANCY EIDSON

IDWR Regional Office, 7600 N MINERAL DR STE 100, COEUR D ALENE, ID 83815-7763, (208) 762-2800

1692802

SHARED WELL AGREEMENT

STATE OF IDAHO }
COUNTY OF KOOTENAI } 86
AT THE REQUEST OF
M & M Realty
Aug 24 1 37 PM '01

DANIEL J. ENGLISH

DEPUTY 9.00

On this 1st day of March, 2001, the owners of the parcels described on attached "Exhibit A", David L. Goss and Linda D. Goss, husband and wife, states that as the owners of the attached parcels and the well, that the water is shared subject to the following guidelines, which shall be recorded in the public records of Kootenai County, State of Idaho, and shall be binding on all future owners of each parcel:

- 1) The well in question that services all the parcels, is located on the one described as Parcel 1. The pumps and power meters for each parcel are located in the pumphouse on parcel 1.
- 2) The owners of all of these parcels shall have the non-revokable consent to cross the others properties to maintain or repair the water lines as necessary. No parcel owner shall ever block, deter or infringe upon the usage, repair, or maintenance of that waterline by the other parcel owners or hired contractors.
- 3) Any necessary repairs and maintenance of any individual service line shall all be done at the expense of the owner of the parcel being served. Damage to the service line or detected leaks must be repaired promptly to prevent damage to the system or waste of water.
- 4) No parcel owner may install any improvements that will impair use of the water lines or any easements for those water lines. Any landscaping, fencing, walls, etc. which may interfere with the operations, inspection, replacement, improvement, or maintenance/repairs of the system are not permitted.
- 5) Any major repairs or maintenance to the well, the pumphouse, or shared portions of the system shall be shared equally by the users.
- 6) This agreement was prepared by David L. Goss and Linda D. Goss and is intended to be beneficial to the owners/purchaser of these parcels. In the event of a dispute or impasse between parties, regarding the system, the costs, or the terms of this agreement, any party to the agreement may initiate binding arbitration.

This Water Service Agreement shall be binding on all owners of these parcels, their heirs and assigns, and is to remain in force until a mutually agreeable replacement is signed by all parcel owners and recorded, or until all parcel owners agree and sign a termination of this declaration and have it recorded.

David L. Goss
David L. Goss
Owner of Parcel 1

Linda D. Goss
Linda D. Goss
Owner of Parcel 1

Tim Halls
Tim Halls
Owner of Parcel 2

Debbie Halls
Debbie Halls
Owner of Parcel 2

David L. Goss
David L. Goss
Owner of Parcel 3

Linda D. Goss
Linda D. Goss
Owner of Parcel 3

Ross Johnson
Ross Johnson
Owner of Parcel 4

Kimberly Johnson
Kim Johnson
Owner of Parcel 4

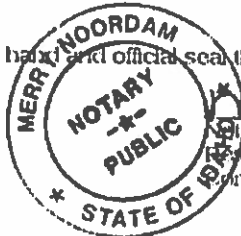
1692802

Water Agreement continued

STATE OF IDAHO)
SS.
COUNTY OF KOOTENAI)

On this day, personally appeared before me David L. Goss and Linda D. Goss, husband and wife, known to me to be the individual(s) described in and who executed the within instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the 1st day of March, 2001.



Merry Noordam
Notary Public for State of Idaho
Residing at: Hayden Lake
Commission expires: 7/26/2005

STATE OF IDAHO)
SS.
COUNTY OF KOOTENAI)

On this day, personally appeared before me Tim Hall and Debbie Hall, husband and wife, known to me to be the individual(s) described in and who executed the within instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.



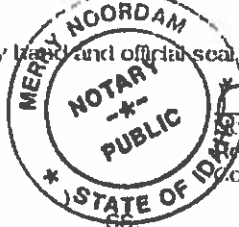
Given under my hand and official seal the 22nd day of June, 2001.

Tim Hall
Notary Public for State of Idaho
Residing at: Hayden Lake
Commission expires: 7/26/2005

STATE OF IDAHO)
SS.
COUNTY OF KOOTENAI)

On this day, personally appeared before me David L. Goss and Linda D. Goss, husband and wife, known to me to be the individual(s) described in and who executed the within instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the 1st day of March, 2001.



Merry Noordam
Notary Public for State of Idaho
Residing at: Hayden Lake
Commission expires: 7/26/2005

STATE OF IDAHO)
SS.
COUNTY OF KOOTENAI)

On this day, personally appeared before me Ross Johnson & Kim Johnson, husband and wife, known to me to be the individual(s) described in and who executed the within instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the 1st day of March, 2001.

Ross Johnson
Notary Public for State of Idaho
Residing at: Hayden Lake
Commission expires: 7/26/2005



1692802

Water Agreement continued

"Exhibit A"

Parcel 1:

The West half of the East half of the Southwest quarter of the Southwest quarter of Section 5, Township 53 North, Range 3 West, Boise Meridian, Kootenai County, State of Idaho.

Parcel 2:

The East half of the West half of the Southwest quarter of the Southwest quarter of Section 5, Township 53 North, Range 3 West, Boise Meridian, Kootenai County, State of Idaho.

Parcel 3:

The East half of the East half of the Southwest quarter of the Southwest quarter of Section 5, Township 53 North, Range 3 West, Boise Meridian, Kootenai County, State of Idaho.

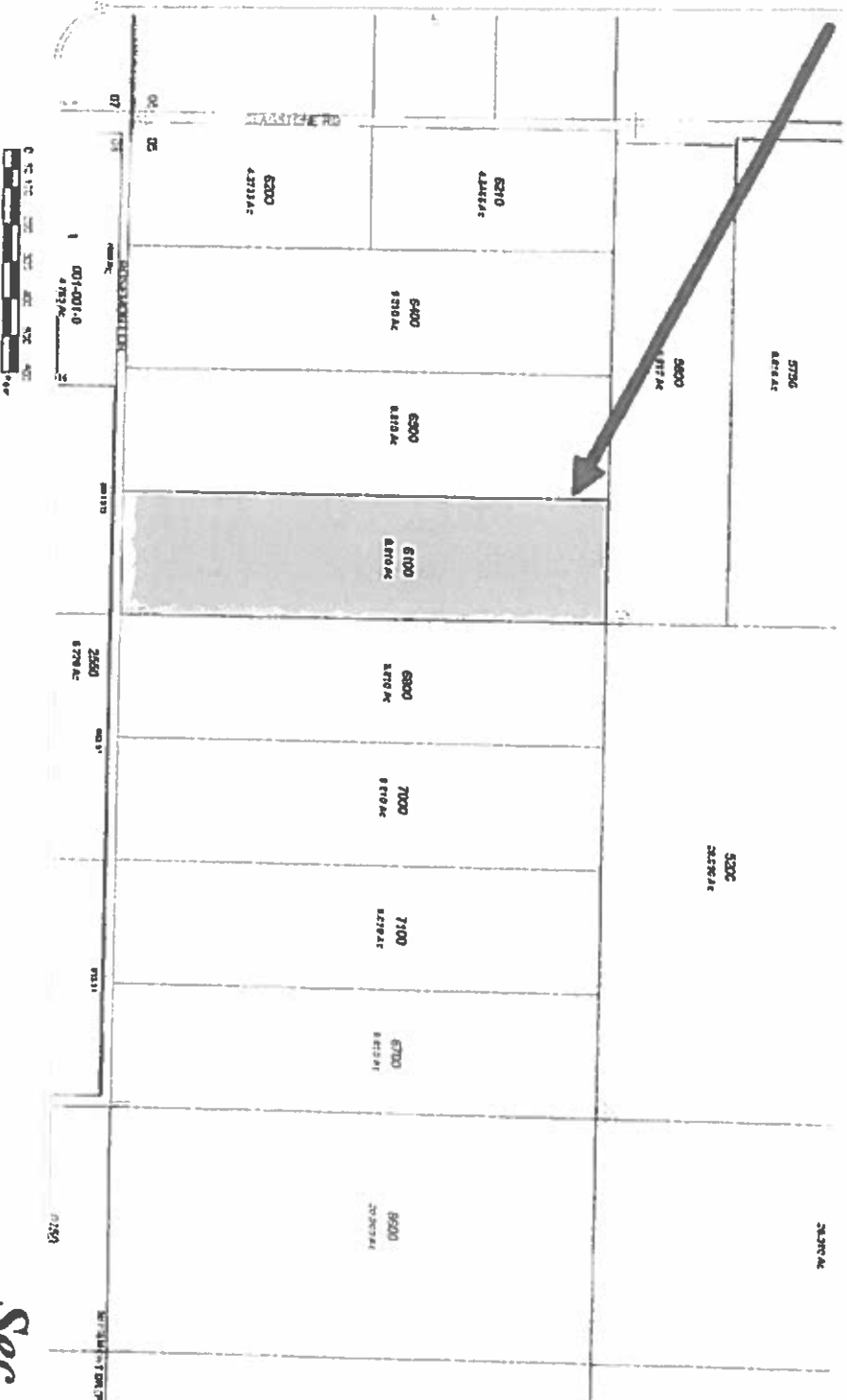
Parcel 4:

The West half of the West half of the Southeast quarter of the Southwest quarter of Section 5, Township 53 North, Range 3 West, Boise Meridian, Kootenai County, State of Idaho.



3827 East Rosemont Drive
Athol, ID 83801

THIS MAP IS FURNISHED AS AN
ACCOMMODATION STRICTLY FOR THE
PURPOSES OF GENERALLY LOCATING
THE LAND. IT DOES NOT REPRESENT A
SURVEY OF THE LAND OR IMPLY ANY
REPRESENTATIONS AS TO THE SIZE,
AREA OR ANY OTHER FACTS RELATED
TO THE LAND SHOWN THEREOF



Sec.

RECEIVED

Form 238-7

11/97 JUL 24 1998

IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

NORTHERN REGION

IDWR

1. WELL TAG NO. D0003973

DRILLING PERMIT N

96-98-N-124

Other IDWR No

2. OWNER:

Name Dave & Lynn Goss

Address P.O. Box 807

City Athol

State ID

Zip 83801

3. LOCATION OF WELL by legal description:

N		Twp	53N	North	☒ or	South	☐
W		Rge	03W	East	☐ or	West	☒
E		Sec	05	1/4	SW	1/4	SW 1/4
S				10 Ac	40 Ac	160 Ac	
		Gov't Lot	County		Kootenai		
		Lat	Long				

Address of Well Site: (see next line)

95 to 57 Clagstone, go right

City

Lot

Blk

Sub. Name (see next line)

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/Lbs	
Bentonite	0	18	7 sacks	pour in

Drive Shoe Used? ☐ Y ☒ N Shoe Depth(s)Drive Shoe Seal Tested? ☐ Y ☒ N How?

8. CASING/LINER

Diam	From	To	Gauge	Material	Casing	Liner	Weld	Thrded
6"	1	523	0.025	Steel	☒	☐	☒	☐
					☐	☐	☐	☐
					☐	☐	☐	☐

Length Headpipe Length Tailpipe

9. PERFORATIONS/SCREENS

☒ Perforations? Method air perforator☐ Screens? Screen Type

From	To	Slot	Nmbr	Diam	Material	Casing	Liner
500	520	1"	200		Steel	☒	☐
						☐	☐
						☐	☐

10. STATIC WATER LEVEL or ARTESIAN PRESSURE

475 ft. below ground. Artesian pressure ib.
 Depth flow encountered 475 ft. Describe access port or
 control devices: Steel cap welded

11. WELL TESTS:

- ☐ Pump ☐ Bailor ☒ Air ☐ Flowing Artesian

Yield gal./min.	Drawdown	Pump Level	Time
20	100%	520	1 hr.

Water Temp. cold Bottom hole temp. cold
 Water Quality test or comments: (below) Depth first Water Encountered 475
 clear, cold, no smell

12. LITHOLOGIC LOG (Describe repairs or abandonment)

Bore Diam	From	To	Lithology, Water Quality and Temperature	Water	
				Y	N
8	0	1	Topsoil	☐	☐
8	1	19	Sand & gravel - 3/4 minus	☐	☐
6	19	25	Sand & gravel - 3/4 minus	☐	☐
8	25	60	Sand & gravel - 3/4 minus - cobbles	☐	☐
6	60	450	Sand & gravel - 3/4 minus	☐	☐
6	450	467	Clay - gray	☐	☐
8	467	490	Sand & gravel - 1/2 minus	☐	☐
6	490	495	Clay & gravel - gray	☐	☐
6	495	523	Sand gravel - 3/4 minus	☐	☐

Completed Depth 523 (Measurable)

Date: Started 7/20/98 Completed 7/22/98

13. DRILLERS CERTIFICATION

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

Firm United Drilling Inc. Firm No 414
 Name
 Firm Official and *Jason C. Beckham* Date 7/23/98
 Supervisor or Operator Jason C. Beckham Date 7/23/98

53N 03W 5

FORWARD WHITE COPY TO WATER RESOURCES

36

NWSW

NESW

SWSW

5

53N03W056100

SESW

NWNW

8

NENW

The USDA-FSA Aerial Photography Field Office asks to be credited in derived products.

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