

AUG 06 2020

DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

IDWR / NORTH

1. Name of applicant(s) Adam Averill Phone 208 819-5631
 Mailing address P.O. Box 3027 Hayden ID 83835 City Hayden
 State ID ZIP 83835 Email adam.averill@live.com
2. Name of representative, if any _____ Phone _____
 Mailing address _____ City _____
 State _____ ZIP _____ Email _____
- a. ☐ Send all correspondence for this application to the representative and not to the applicant OR
☐ Send original correspondence to the applicant and copies to the representative.
- b. ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant OR
☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation.
3. Source of water supply ground water which is a tributary of n/a
4. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
49N	4W	5			SE	NW	Kootenai	ground water	

5. Water will be used for the following purposes:
- Amount 0.04 cfs for Domestic purposes from Jan 1 to Dec 31 (both dates inclusive)
 (cfs or acre-feet per year)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
6. Total quantity to be appropriated is (a) .04 cubic feet per second (cfs) and/or (b) _____ acre-feet per year (af).
7. Proposed diverting works:
- a. Describe type and size of devices used to divert water from the source. existing well w/ buried line to home
- b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 12. For dams 10 feet or more in height AND having a storage capacity of 50 acre-feet or more, submit a separate [Application for Construction or Enlargement of a New or Existing Dam](#). Application required? ☐ Yes ☐ No
- c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet.
- d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☐ No
- e. If well is already drilled, when? _____; drilling firm _____
 well was drilled for (well owner) _____; Drilling Permit No. 95-93-N-87

For Department Use

Received by _____ Date _____ Time _____ Preliminary check by _____
 Fee \$ 150.00 Receipted by Ja Receipt No. N036312 Date 8-6-2020
165.00 Ja N036318 8-7-2020

8. Description of proposed uses (if irrigation only, go to item 9):
- Hydropower; show total feet of head and proposed capacity in kW. _____
 - Stockwatering; list number and kind of livestock. _____
 - Municipal; must complete and attach the [Municipal Water Right Application Checklist](#).
 - Domestic; show number of households 1 home, 1/2 acre irrigation
 - Other; describe fully. _____

9. Description of place of use:

- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
49N	4W	5							D	D									

Total number of acres to be irrigated: _____

10. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping? _____

11. a. Who owns the property at the point of diversion? Kelso Lindsay
- b. Who owns the land to be irrigated or place of use? Adam Averill
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: shared well agreement

12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. I want to use water from shared well to provide water to my one residential home.

13. Time required for completion of works and application of water to proposed beneficial use is 5 years (minimum 1 year).

14. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map or maps clearly identifying the proposed point of diversion, place of use, section #, township & range. The map scale shall not be less than two (2) inches equal to one (1) mile.

The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Adam J. Averill
 Signature of Applicant
Adam J. Averill
 Print Name (and title, if applicable)

 Signature of Applicant

 Print Name (and title, if applicable)



Legend

- Parcels
- Township/Range
- Sections
- QQ
- 2013 (0.5 meter)**
- RGB**
- Red: Red
- Green: Green
- Blue: Blue

0 0.035 0.07 0.14 Miles



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 19 1993

USE TYPEWRITER OR
BALLPOINT PEN

WELL DRILLER'S REPORT

State law requires that this report be filed with the Director, Department of Water Resources
within 30 days after the completion or abandonment of the well.

1. WELL OWNER Name <u>MR DAVE DABOLL</u> Address <u>505 FRONT AVE COEUR D'ALENE ID 83814</u> Drilling Permit No. <u>95-23-N-87-600</u> Water Right Permit No. _____		7. WATER LEVEL Static water level <u>45</u> feet below land surface. Flowing? ☐ Yes ☐ No G.P.M. flow _____ Artesian closed-in pressure _____ p.s.i. Controlled by: ☒ Valve ☐ Cap ☐ Plug Temperature <u>cold</u> Quality <u>Good</u> Describe artesian or temperature zones below.																																																																			
2. NATURE OF WORK ☒ New well ☐ Deepened ☐ Replacement ☐ Well diameter increase ☐ Modification ☐ Abandoned (describe abandonment or modification procedures such as liners, screen, materials, plug depths, etc. in lithologic log, section 8.)		8. WELL TEST DATA ☐ Pump ☐ Baller ☒ Air ☐ Other _____ <table border="1"><thead><tr><th>Discharge G.P.M.</th><th>Pumping Level</th><th>Hours Pumped</th></tr></thead><tbody><tr><td>60 GPM</td><td></td><td></td></tr></tbody></table>		Discharge G.P.M.	Pumping Level	Hours Pumped	60 GPM																																																														
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3. PROPOSED USE ☒ Domestic ☐ Irrigation ☐ Monitor ☐ Industrial ☐ Stock ☐ Waste Disposal or Injection ☐ Other _____ (specify type)		9. LITHOLOGIC LOG <u>89394</u> <table border="1"><thead><tr><th>Bore Diam.</th><th>Depth From</th><th>To</th><th>Material</th><th>Water Yes</th><th>No</th></tr></thead><tbody><tr><td>8</td><td>0</td><td>5</td><td>SAND & GRAVEL FILL</td><td></td><td>X</td></tr><tr><td>8</td><td>5</td><td>19</td><td>DECOMPOSED GRANITE BROWN</td><td></td><td>X</td></tr><tr><td>6</td><td>19</td><td>24</td><td>DECOMPOSED GRANITE BROWN</td><td></td><td>X</td></tr><tr><td>6</td><td>24</td><td>30</td><td>GRANITE BLACK & GREEN SOFT</td><td></td><td>X</td></tr><tr><td>6</td><td>30</td><td>70</td><td>GRANITE TAN MEDIUM</td><td></td><td>X</td></tr><tr><td>6</td><td>70</td><td>111</td><td>GRANITE SALT & PEPPER W/GREEN SCALES</td><td></td><td>X</td></tr><tr><td>6</td><td>111</td><td>157</td><td>GRANITE PEPPER W/GREEN MED W/WATER APPROXIMATELY 50% X</td><td>X</td><td></td></tr><tr><td>6</td><td>157</td><td>170</td><td>GRANITE GREEN & WHITE SOFT</td><td></td><td>X</td></tr><tr><td>6</td><td>170</td><td>176</td><td>GRANITE BLACK FRACTURED W/ WATER 60GPM</td><td>X</td><td></td></tr><tr><td>6</td><td>176</td><td>180</td><td>GRANITE BLACK W/GREEN HARD</td><td></td><td>X</td></tr></tbody></table> NOTE: 153' OF 160psi PVC		Bore Diam.	Depth From	To	Material	Water Yes	No	8	0	5	SAND & GRAVEL FILL		X	8	5	19	DECOMPOSED GRANITE BROWN		X	6	19	24	DECOMPOSED GRANITE BROWN		X	6	24	30	GRANITE BLACK & GREEN SOFT		X	6	30	70	GRANITE TAN MEDIUM		X	6	70	111	GRANITE SALT & PEPPER W/GREEN SCALES		X	6	111	157	GRANITE PEPPER W/GREEN MED W/WATER APPROXIMATELY 50% X	X		6	157	170	GRANITE GREEN & WHITE SOFT		X	6	170	176	GRANITE BLACK FRACTURED W/ WATER 60GPM	X		6	176	180	GRANITE BLACK W/GREEN HARD		X
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4. METHOD DRILLED ☒ Rotary ☒ Air ☐ Auger ☐ Reverse rotary ☐ Cable ☐ Mud ☐ Other _____ (backhoe, hydraulic, etc.)																																																																					
5. WELL CONSTRUCTION Casing schedule: ☒ Steel ☐ Concrete ☐ Other _____ <table border="1"><thead><tr><th>Thickness</th><th>Diameter</th><th>Length</th><th>Weight</th></tr></thead><tbody><tr><td>250 inches</td><td>6 inches</td><td>1.5 feet</td><td>20 feet</td></tr><tr><td>PVC 160psi</td><td>4 inches</td><td>7 feet</td><td>160 feet</td></tr></tbody></table> Was casing drive shoe used? ☒ Yes ☐ No Was a packer or seal used? ☐ Yes ☒ No Perforated? ☒ PVC ☐ Yes ☐ No Skill Saw How perforated? ☐ Factory ☐ Knife ☐ Torch ☐ Gun Size of perforation? <u>1/4</u> inches by <u>4</u> inches <table border="1"><thead><tr><th>Number</th><th>From</th><th>To</th></tr></thead><tbody><tr><td>80 perforations</td><td>140 feet</td><td>180 feet</td></tr><tr><td>perforations</td><td>feet</td><td>feet</td></tr><tr><td>perforations</td><td>feet</td><td>feet</td></tr></tbody></table> Well screen installed? ☐ Yes ☒ No Manufacturer _____ Type _____ Top Packer or Headpipe _____ Bottom of Tailpipe _____ Diameter _____ Slot size _____ Set from _____ feet to _____ feet Diameter _____ Slot size _____ Set from _____ feet to _____ feet Gravel packed? ☐ Yes ☐ No ☐ Size of gravel _____ Placed from _____ feet to _____ feet Surface seal depth <u>19'</u> Material used in seal: ☐ Cement grout ☒ Bentonite ☐ Pudding clay ☐ _____ Sealing procedure used: ☐ Slurry pit ☐ Temp. surface casing ☒ Overbore to seal depth Method of joining casing: ☐ Threaded ☒ Welded ☐ Solvent Weld ☐ Cemented between strings Describe access port _____		Thickness	Diameter	Length	Weight	250 inches	6 inches	1.5 feet	20 feet	PVC 160psi	4 inches	7 feet	160 feet	Number	From	To	80 perforations	140 feet	180 feet	perforations	feet	feet	perforations	feet	feet																																												
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6. LOCATION OF WELL Sketch map location must agree with written location. Subdivision Name _____ Lot No. _____ Block No. _____ County <u>Kootenai</u> Address of Well Site <u>Sousser Drive</u> (give at least name of road) T. <u>49</u> N ☐ or S ☐ SE 1/4 NW 1/4 Sec. <u>5</u> R. <u>4</u> E ☐ or W ☐		10. Work started <u>05/27/93</u> finished <u>05/27/93</u>																																																																			
11. DRILLER'S CERTIFICATION I/We certify that all minimum well construction standards were complied with at the time the rig was removed. Firm Name <u>R20 WELL SERVICE</u> Firm No. <u>6448</u> Address <u>582 W HAYDEN AVE</u> Date <u>05/27/93</u> Signed by Drilling Supervisor <u>[Signature]</u> and <u>[Signature]</u> (Operator) <u>[Signature]</u> (If different than the Drilling Supervisor)		RECEIVED JUN 11 1993 NORTHERN REGION IDWR																																																																			

USE ADDITIONAL SHEETS IF NECESSARY - FORWARD THE WHITE COPY TO THE DEPARTMENT

Well ID 273,738
Permit ID 153514



100 Wallace Avenue
Coeur d'Alene, ID 83814

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 721568 JW/TJ

JIM BRANNON 2 P 2764622000
KOOTENAI COUNTY RECORDER
DAP 7/17/2020 3:01 PM
REQ OF PIONEER TITLE KOOTENAI
COUNTY
RECORDING FEE: \$15.00 DD
Electronically Recorded

WARRANTY DEED

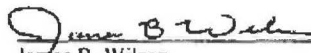
For Value Received James B. Wilson and Geraldine C. Wilson, husband and wife
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

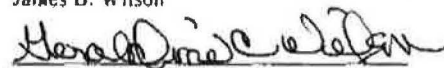
Adam J. Averill and Mandy Averill, husband and wife
hereinafter referred to as Grantee, whose current address is PO Box 3027 Hayden, ID 83835
The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and
Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the
said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are
free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those
made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions,
dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies,
and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable,
and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

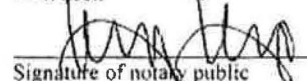
Dated: July 14, 2020


James B. Wilson


Geraldine C. Wilson

State of Idaho, County of Kootenai

This record was acknowledged before me on 14th day of July, 2020 by James B. Wilson and Geraldine
C. Wilson


Signature of notary public
Commission Expires: 1-27-22

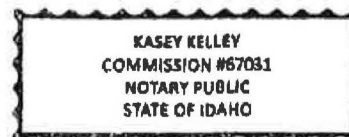


EXHIBIT A

A tract of land being a portion of Lots 2 and 3, Block 1, Hansen Addition, according to the official Plat recorded in Book G of Plats, Page(s) 346, situated in the Southeast Quarter of the Northwest Quarter of Section 5, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 3, Block 1, monumented with an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 3451;

thence along the North line of said Lots 2 and 3, Block 1, South $89^{\circ}33'23''$ East, a distance of 1304.69 feet to an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 3451, at the Northeast corner of said Lot 2, Block 1;

thence along a portion of the East line of said Lot 2, Block 1, South $00^{\circ}53'13''$ West, a distance of 333.66 feet to an iron rod, 30 inches long, 5/8 inch diameter with a plastic cap marked PLS 6374;

thence leaving said East line, North $89^{\circ}33'43''$ West, a distance of 1306.04 feet to an iron rod, 30 inches long, 5/8 inch diameter with a plastic cap marked PLS 6374, on the West line of said Lot 3, Block 1;

thence along said West line, North $01^{\circ}07'03''$ East, a distance of 333.81 feet to the POINT OF BEGINNING.

SHARED WELL WATER AGREEMENT

This Agreement, made and entered into this 30th day of DECEMBER 2019 by and between JAMES LINDSAY & MASAKO SATO, party of the first part, hereinafter referred to as the "supplying party", and JAMES WILSON & GERALDINE WILSON (and future individual parcel owners), party of the second part, and hereinafter referred to as the "supplied parties":

WITNESSETH:

THAT WHEREAS, the supplying party is now the owner of property known as 5499 S. MICA SPRINGS ROAD, COEUR D'ALENE, (Parcel 1), located in the County of KOOTENAI, State of IDAHO, which property is more fully described as follows, to wit: 49N04W-05-2845, TAX#15642 [IN LT 3], SE-NW EX TAX#9676 & EX PLTD PTN, TAX#9676 [IN SE-NW] 0549N04W, and

WHEREAS, the individual supplied parties are the owners of 7782 W. SAUSSER DRIVE, COEUR D'ALENE (Parcel 2), which property is more fully described as follows, to wit: 0-3290-001-001-0, HANSEN ADD, LT 1 BLK 1, AND (Parcel 3), which property is more fully described as follows, to wit: and 0-3290-001-002-0, HANSEN ADD, LT 2 BLK 1, AND (Parcel 4) which property is more fully described as follows, to wit: 0-3290-001-003-0, HANSEN ADD, LT 3 BLK 1, located in the County of KOOTENAI, State of IDAHO (the tax identification numbers may be adjusted due to recent property line adjustments of Parcel 3 and Parcel 4, (as shown in Exhibits A & B) and

WHEREAS, the undersigned parties deem it necessary that the existing well system shall service the parcels described herein, and an Agreement has been reached relative to supplying water from the existing well on Parcel 1 and the cost of supplying said water; and

WHEREAS, there is an existing well located upon Parcel 1, together with water distribution facilities, hereinafter referred to as "water distribution system", for the purpose of supplying water to all properties 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 properties connected thereto, for the domestic consumption of the occupants of said properties, 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 parcels described herein with water from the well for all domestic uses of a single family residing therein; 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 existing well and water distribution system situated on 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 households residing thereon, are hereby

granted the right in common with the other parties to this Agreement, to draw water from the existing well located on Parcel 1, for ordinary domestic use, excluding the right to draw water to fill: swimming pools, hot tubs, ponds, or water features of any type, over a maximum capacity of 600 gallons; lawns and gardens, combined, over 15,000 square feet in size. Further, the well and water distribution system shall not be used for agriculture or irrigation of any kind, except as needed for said lawns or gardens. Four head of livestock or less is exempt from this restriction. Further, no use of the well and water distribution system is allowed if it would substantially affect the normal and reasonable usage of the other parties.

2. That as of the time this Agreement is made, and until this Agreement is terminated, the parties shall:
 - a. Pay or cause to be paid to the supplying party, promptly, a proportionate share of all expenses for the operation and maintenance of the well and water distribution system that may become necessary.
 - b. Each respective share shall be determined by dividing the amount of each expense by the number of parcels using the well or that portion of the water distribution system, from the point of maintenance or repair, to the end point of distribution.
 - c. Shared expenses include the cost of electricity for pumping, repairs and maintenance on said well and water distribution system.
 - d. An electrical meter shall be installed at the pump. The cost of the installation and maintenance of the electrical meter at the pump shall be equally born by the parties.
3. That after January 1, 2020, all future supplied parties, prior to connecting to the water distribution system, shall install, use, and maintain a water reservoir on each parcel of at least 2000-gallon capacity.
4. That upon the sale of either Parcel 3 or Parcel 4, whichever is sold first, JAMES WILSON shall pay SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) to JAMES LINDSAY within 30 days of sale of said Parcel.
5. That the cost of any removal or replacement of new or 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.
6. That each of the parties hereby agrees that they will promptly repair, maintain and replace all water pipes or mains serving their respective dwellings.
7. That the consent of all parties to pay a proportionate share 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.
8. That the supplied party shall pay to the supplying party his or her proportionate share for the cost of energy for the operation of the pumping equipment.
9. That it is the agreement of the parties hereto that the payment for energy cost shall be made no less than quarterly during each calendar year during the term of this Agreement. In the event that any such payment remains unpaid for a period of 20

days after written notice from the supplying party, the supplying party may terminate the supply of water to the supplied party until all arrearages in payment are received by the supplying party.

10. That it is the agreement of the parties that they shall permit a third party to cure a default of payment or other obligation and shall permit water distribution service to be reinstated upon such curative action.
11. That each 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 installation and maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement.
12. That no party may install landscaping or improvements that will impair the use of said easements.
13. That 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.
14. That only those parcels of real estate hereinabove described (see Exhibits A & B) and the single dwellings located thereon shall be permitted to receive water from said well and pumping equipment; 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.
15. That in the event the referenced well shall become contaminated and shall no longer supply water suitable for domestic consumption, or shall no longer supply water adequate for the needs of all relevant parties, or in the event that another source of water shall become available to the respective parcels, then the rights and obligations of the parties created by this Agreement shall cease and terminate in accordance with the terms and conditions hereinafter described.
16. That upon the availability of such other source of water, as referenced in paragraph 15 above, it is contemplated that a reasonable time shall be allowed to effectuate the necessary connections to the new source prior to termination of rights and obligations herein.
17. That the respective rights and obligations of the 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 Kootenai County Recorder's Office 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, or equity in, the well. The terminated 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 well and water system shall be borne by the owner of the pertinent parcel.
18. That the undersigned parties shall permit periodic well water sampling and testing at the request of the supplying party or a supplied party.

19. That the said well and this Agreement, if amended, shall serve no more than four single family dwelling units or four parcels, of no less than 10 acres each, notwithstanding the ability of the parties to make other amendments to this Agreement.
20. That the parties may amend this Agreement to assure equitable distribution of shared costs and responsibilities.
21. That the term of this Agreement shall be perpetual, except as herein limited.
22. That the benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the heirs, successors in title and assigns of the parties hereto.
23. That any dispute arising out of or related to this Agreement shall be resolved under Idaho State law, in the county of Kootenai.
24. That in the event of litigation, the prevailing party shall be entitled to an award of attorney fees and costs. Should any provision of this Agreement be declared invalid or in conflict with any applicable law, statute, regulation, or ordinance, the validity of all other provisions of this Agreement shall remain unaffected and in full force and effect.
25. That this Shared Well Water Agreement shall replace in its entirety and supersede the Well Agreement dated December 10, 2002, which was recorded with the County Recorder's Office, Record #1768707.

SIGNATURE: James Bruce Wilson
JAMES BRUCE WILSON

DATED: 12-31-19

SIGNATURE: Geraldine Cecilia Wilson
GERALDINE CECILIA WILSON

DATED: 12-31-19

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

STATE OF IDAHO)

) ss.
County of Kootenai)

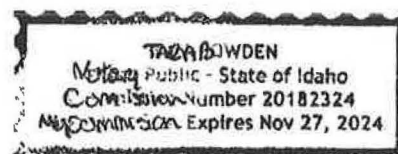
SUBSCRIBED and SWORN to before me this 31st day of December, 2019, the undersigned, a Notary Public in and for said State, personally appeared James and Geraldine Wilson, known or identified to me

to be the person, whose names is subscribed to the within instrument and that he/she executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written

Tara Bowden
NOTARY PUBLIC FOR IDAHO

Residing at: 401 E Front Ave #24
Coeur d'Alene, ID 83814

My commission expires: 11/27/24



SIGNATURE:

JAMES KELSO LINDSAY

DATED:

12/31/19

STATE OF IDAHO)

) ss.

County of)

Boonville

SUBSCRIBED and SWORN to before me this 31st day of December, 2019, the undersigned, a Notary Public in and for said State, personally appeared James Kelso Lindsay, known or identified to me

to be the person whose name is subscribed to the within instrument and that he/she executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

Tara Bowden
NOTARY PUBLIC FOR IDAHO

Residing at: 401 E Front Ave
Coeur d'Alene, ID 83814

My commission expires: 11/27/24

SIGNATURE:

MASKO SATO

DATED:

12-31-2019 (MS)

STATE OF IDAHO)

) ss.

County of)

Boonville

SUBSCRIBED and SWORN to before me this 31st day of December, 2019, the undersigned, a Notary Public in and for said State, personally appeared MASKO SATO, known or identified to me

to be the person whose name is subscribed to the within instrument and that he/she executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

Tara Bowden
NOTARY PUBLIC FOR IDAHO

Residing at: 401 E Front Ave
Coeur d'Alene, ID 83814

My commission expires:

11/27/24

TARA BOWDEN
Notary Public - State of Idaho
Commission Number 20182324
My Commission Expires Nov 27, 2024

10 ACRES

MAPS SHOW LOCATION
OF EXISTING
SEASONAL STREAMS

FUTURE
EARN
(2024)

PROPERTY LINE

EXISTING
TRANSFORMER

07/13/2020 rperkins 1:15:57 PM

North to South

Property line
33366

PROPERTY LINES FOR
HANSEN ADDITION, LOT 2
BLOCK 1 OF SECTION 5
TOWNSHIP 49 N, RANGE 04 W
WITHIN KOOTENAI COUNTY

(FUTURE FENCE) AND EXISTING
WATER LINE FROM WELL
600 GPM
EXISTING UNDERGROUND

→ FUTURE SHOP (2022)

35' (PROPOSED DRIVEWAY)
FROM PROPERTY LINE
TO EDGE OF DRIVEWAY
(20' WIDE DRIVEWAY)

→ PROPOSED LOCATION FOR
PRESSURE GAS TANK 10' FROM
NORTH PROPERTY LINE

PROPOSED
1000 GALLON
SEPTIC 5' FROM HOUSE

LEACH FIELD * 7 TRENCHES

- 3' WIDE
- 72' LONG
- 12' DEEP
- 6' APART

→ CULVERT
→ SAUSSER DRIVE

The map displays the following parcels and details:

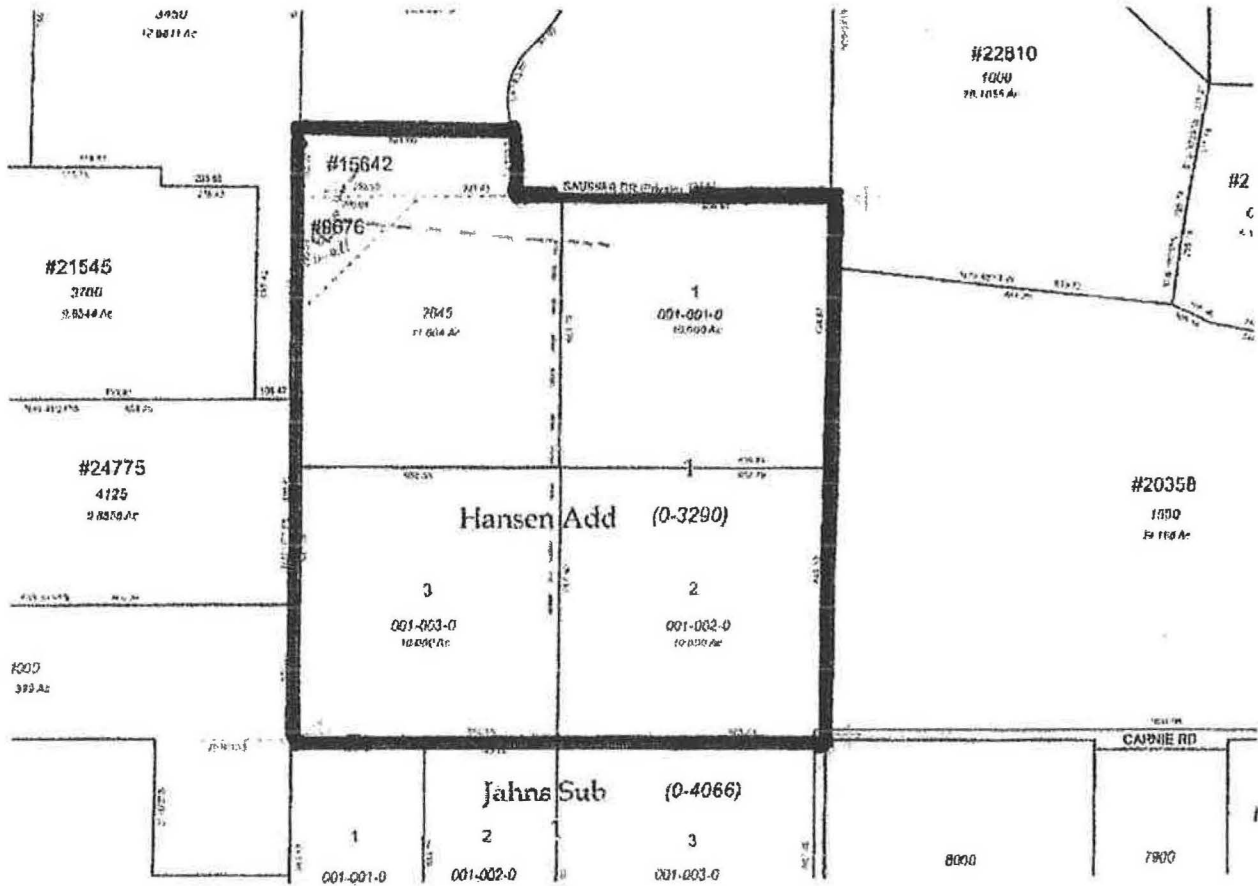
- Parcel #23762:** 3300, 11.6568 Ac.
- Parcel #23761:** 3450, 12.8811 Ac.
- Parcel #15501:** 2800, 10.325 Ac.
- Parcel #15402:** 2950, 16.736 Ac.
- Parcel #22810:** 1000, 18.1855 Ac.
- Parcel #21546:** 3650, 5.0000 Ac.
- Parcel #21545:** 3700, 9.8544 Ac.
- Parcel #18188:** 3950, 5.000 Ac.
- Parcel #8991:** 3950, 5.000 Ac.
- Parcel #24775:** 4125, 9.8858 Ac.
- Parcel #25755:** 001-002-A, 10.5506 Ac.
- Parcel #25756:** 001-003-A, 10.0005 Ac.
- Parcel #2035:** 1500, 39.188 Ac.
- Parcel #2036:** 1500, 39.188 Ac.
- Parcel #2037:** 1500, 39.188 Ac.
- Parcel #2038:** 1500, 39.188 Ac.
- Parcel #2039:** 1500, 39.188 Ac.
- Parcel #2040:** 1500, 39.188 Ac.
- Parcel #2041:** 1500, 39.188 Ac.
- Parcel #2042:** 1500, 39.188 Ac.
- Parcel #2043:** 1500, 39.188 Ac.
- Parcel #2044:** 1500, 39.188 Ac.
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- Parcel #2050:** 1500, 39.188 Ac.
- Parcel #2051:** 1500, 39.188 Ac.
- Parcel #2052:** 1500, 39.188 Ac.
- Parcel #2053:** 1500, 39.188 Ac.
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- Parcel #2058:** 1500, 39.188 Ac.
- Parcel #2059:** 1500, 39.188 Ac.
- Parcel #2060:** 1500, 39.188 Ac.
- Parcel #2061:** 1500, 39.188 Ac.
- Parcel #2062:** 1500, 39.188 Ac.
- Parcel #2063:** 1500, 39.188 Ac.
- Parcel #2064:** 1500, 39.188 Ac.
- Parcel #2065:** 1500, 39.188 Ac.
- Parcel #2066:** 1500, 39.188 Ac.
- Parcel #2067:** 1500, 39.188 Ac.
- Parcel #2068:** 1500, 39.188 Ac.
- Parcel #2069:** 1500, 39.188 Ac.
- Parcel #2070:** 1500, 39.188 Ac.
- Parcel #2071:** 1500, 39.188 Ac.
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- Parcel #2080:** 1500, 39.188 Ac.
- Parcel #2081:** 1500, 39.188 Ac.
- Parcel #2082:** 1500, 39.188 Ac.
- Parcel #2083:** 1500, 39.188 Ac.
- Parcel #2084:** 1500, 39.188 Ac.
- Parcel #2085:** 1500, 39.188 Ac.
- Parcel #2086:** 1500, 39.188 Ac.
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- Parcel #2088:** 1500, 39.188 Ac.
- Parcel #2089:** 1500, 39.188 Ac.
- Parcel #2090:** 1500, 39.188 Ac.
- Parcel #2091:** 1500, 39.188 Ac.
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- Parcel #2093:** 1500, 39.188 Ac.
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- Parcel #2096:** 1500, 39.188 Ac.
- Parcel #2097:** 1500, 39.188 Ac.
- Parcel #2098:** 1500, 39.188 Ac.
- Parcel #2099:** 1500, 39.188 Ac.
- Parcel #2100:** 1500, 39.188 Ac.
- Parcel #2101:** 1500, 39.188 Ac.
- Parcel #2102:** 1500, 39.188 Ac.
- Parcel #2103:** 1500, 39.188 Ac.
- Parcel #2104:** 1500, 39.188 Ac.
- Parcel #2105:** 1500, 39.188 Ac.
- Parcel #2106:** 1500, 39.188 Ac.
- Parcel #2107:** 1500, 39.188 Ac.
- Parcel #2108:** 1500, 39.188 Ac.
- Parcel #2109:** 1500, 39.188 Ac.
- Parcel #2110:** 1500, 39.188 Ac.
- Parcel #2111:** 1500, 39.188 Ac.
- Parcel #2112:** 1500, 39.188 Ac.
- Parcel #2113:** 1500, 39.188 Ac.
- Parcel #2114:** 1500, 39.188 Ac.
- Parcel #2115:** 1500, 39.188 Ac.
- Parcel #2116:** 1500, 39.188 Ac.
- Parcel #2117:** 1500, 39.188 Ac.
- Parcel #2118:** 1500, 39.188 Ac.
- Parcel #2119:** 1500, 39.188 Ac.
- Parcel #2120:** 1500, 39.188 Ac.
- Parcel #2121:** 1500, 39.188 Ac.
- Parcel #2122:** 1500, 39.188 Ac.
- Parcel #2123:** 1500, 39.188 Ac.
- Parcel #2124:** 1500, 39.188 Ac.
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- Parcel #2132:** 1500, 39.188 Ac.
- Parcel #2133:** 1500, 39.188 Ac.
- Parcel #2134:** 1500, 39.188 Ac.
- Parcel #2135:** 1500, 39.188 Ac.
- Parcel #2136:** 1500, 39.188 Ac.
- Parcel #2137:** 1500, 39.188 Ac.
- Parcel #2138:** 1500, 39.188 Ac.
- Parcel #2139:** 1500, 39.188 Ac.
- Parcel #2140:** 1500, 39.188 Ac.
- Parcel #2141:** 1500, 39.188 Ac.
- Parcel #2142:** 1500, 39.188 Ac.
- Parcel #2143:** 1500, 39.188 Ac.
- Parcel #2144:** 1500, 39.188 Ac.
- Parcel #2145:** 1500, 39.188 Ac.
- Parcel #2146:** 1500, 39.188 Ac.
- Parcel #2147:** 1500, 39.188 Ac.
- Parcel #2148:** 1500, 39.188 Ac.
- Parcel #2149:** 1500, 39.188 Ac.
- Parcel #2150:** 1500,

Before lot line adjustment

Exhibit A

(Physical land area included within the Shared Well Water Agreement)

- Approximate location of water lines noted -



LOTS 2 & 3, BLOCK 1, HANSEN ADDITION
A PART OF THE SE 1/4 OF THE NW 1/4,
SECTION 5, T.49N., R.4W., B.M.,
KOOTENAI COUNTY, IDAHO

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO ADJUST THE NORTH TO SOUTH LOT LINE CONFIGURATION DIVIDING LOTS 2 AND 3 OF HANSEN ADDITION, AS SHOWN ON PLAT O, PAGE 346, TO AN EAST TO WEST CONFIGURATION SHOWN HEREON, AND MONUMENTED WITH 5/8 INCH IRON RODS, MARKED PLS E374.

- ② FOUND AN IRON ROD, 1/2 INCH DIAMETER, NO PLASTIC CAP EXCEPT AS NOTED.
- ③ FOUND AN IRON ROD, 5/8 INCH DIAMETER, WITH A YELLOW PLASTIC CAP, MARKED "MIS PLS 3451" EXCEPT AS NOTED
- ④ AN IRON ROD, 1/2 INCH DIAMETER, 34 INCHES LONG, WITH A YELLOW PLASTIC CAP, MARKED "EASMENT MIS PLS 6314"
- ⑤ AN IRON ROD, 30 INCHES LONG, 5/8 IN. DIAMETER, WITH A PLASTIC CAP MARKED "PLS 6324" SET IN PRIOR SURVEY.
- ⑥ CALCULATED POINT (Nothing Found or Set)

ROD DENOTES PLASTIC CAP MARKED LINE POINT

POS POINT OF BEGINNING

OTHERS AS NOTED.

LINE	BEARING	DISTANCE	COORD.
1	N 87°39'15" W	23.06'	773.00
2	S 01°01'27" W	25.03'	772.00
3	S 01°08'14" W	25.03'	772.00
4	N 87°38'15" W	23.06'	773.00

I, DOOTE M. RASOR, PROFESSIONAL LAND SURVEYOR No. 8574, IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION FOR JIM NELSON.

SCOTT M. RASCH, PLS 6374 10/20/19 DATE



SHEET 1 OF

W 1/4 SEC. COR.
 PM Han Rd. 5/7
 N. 2000, W/ 4000 Cor. 1-1/2
 N. 2000, W/ 4000 Cor. 1-1/2
 COR. INST. NO. 1126001 &
 1126002

SURVEYS OF RECORD & PRIOR SURVEYS

- | | | | |
|-----|----------------------|-------------|---------------------|
| 1) | GENERAL LARGO OFFICE | 1807 | CLAYTON MILLER |
| 2) | J. MECKEL | PE/PLS 3451 | AMC 1979 |
| | | | SK 1, PG 230 |
| 3) | J. MECKEL | PE/PLS 3451 | ALD 1979 |
| | | | SK 1, PG 223 |
| 4) | E. SANDERS | PLS 3214 | WLY 1985 |
| | | | SK 4, PG 153 |
| 5) | J. MECKEL | PE/PLS 3451 | AME 1985 |
| | | | SK 4, PG 182 |
| 6) | R. SCHWEDDER | PLS 4064 | AGE 1985 |
| | | | SK 4, PG 366 |
| 7) | D. STILLINGER | PLS 5978 | MDV, 1990 |
| | | | SK 4, PG 125 |
| 8) | A. HOWE | PLS 832 | AGE, 1991 |
| | | | SK 10, PG 126 |
| 9) | J. MECKEL | PE/PLS 3451 | DCT 1993 |
| | | | SK 17 PG 298 |
| 10) | J. MECKEL | PE/PLS 3451 | FEB 1994 |
| | | | SK 4, PG 346 & 348A |
| | | | HANSEN ADDITION |
| 11) | S. RASOR | PLS 6574 | NOV 1995 |
| | | | SK 18, PG 17 |
| 12) | S. RASOR | PLS 6574 | JULY 1995 |
| | | | SK 19, PG 307 |
| 13) | W. EDZELTULY | PLS 72 | APRIL 1995 |
| | | | ROAD NO. 317 |
| 14) | S. RASOR | PLS 6574 | DEC. 2004 |
| | | | SK 23, PG 30 |
| 14) | A. HOWE | PLS 832 | OCT. 2004 |
| | | | SK 12, PG 124 |
| | | | JAMES L. SUBYERSON |

NOTE: THIS RECORD OF SURVEY DOES NOT ATTEMPT TO SHOW ALL EASEMENTS OR RIGHTS-OF-WAY OF RECORD, THE SIZE OR LOCATION OF PREScriptive EASEMENTS, FENCE LINES OR PHYSICAL FEATURES OF THE PROPERTY. ITEMS SUCH AS DRAINAGE, ROADS AND FENCES IF SHOWN, ARE FOR INFORMATIONAL PURPOSES ONLY.

BASIS OF BEARING

BASE OF BEARING - N 89°33'36" W ALONG THE SOUTH
LINE OF HW 1/4 OF SECTION 5, BETWEEN A 5/8 IN. DIAM.
IRON ROD WITH ALUMINUM CAP AT THE W 1/4 SEC.
CORNER AND A 5/8 IN. DIAM. IRON ROD AT THE CENTER
1/4 CORNER OF SECTION 5 AS SHOWN ON A PLAT OF
JAMES SUBDIVISION, RECORDED IN BOOK 4, AT PAGES 124
2 & 124A, RECORDS OF KOOTENAI COUNTY.

MECKEL ENGINEERING
& SURVEYING

200 N. WASHINGTON ST., STE. 1100, DOW CITY, OHIO 43015-1100

RECORD OF SURVEY BOUNDARY LINE ADJUSTMENT
LOTS 2 & 3, BLOCK 1, HANSEN ADDITION
A PART OF THE SE 1/4 OF THE NW 1/4,
SECTION 5, T42N, R40E, NODDING COUNTY, IDAHO



State of Idaho

DEPARTMENT OF WATER RESOURCES

NORTHERN Region • 7600 N MINERAL DR STE 100 • COEUR D ALENE, ID 83815-7763

Phone: (208)762-2800 • Fax: (208)769-2819 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

August 11, 2020

ADAM AVERILL
PO BOX 3027
HAYDEN, ID 83835-3027

RE: Application for Permit No. 95-17984

Dear Applicant:

The Department of Water Resources has received your water right application. Please refer to the number referenced above in all future correspondence regarding this application.

A legal notice of the application has been prepared and is scheduled for publication in the COEUR D ALENE PRESS on 8/20/2020 and 8/27/2020. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the permit.

Please contact this office if you have any questions regarding the application.

Sincerely,

Tammy Alleman
Administrative Assistant

Alleman, Tammy

From: Alleman, Tammy
Sent: Tuesday, August 11, 2020 2:27 PM
To: 'Chantilly.Higbee@deq.idaho.gov'; 'Anna.Moody@deq.idaho.gov'
Subject: Request for Comments for WR#95-17984

Dear Interested Agencies:

The Department of Water Resources is seeking written comment and/or recommendations from your agency regarding the above referenced Water Right applications. You can find copies of the applications at: <http://www.idwr.idaho.gov/apps/ExtSearch/WRAJSearch/WRADJSearch.aspx>.

This office can publish notice of the application as soon as the initial review is completed; therefore, your prompt response to this request is appreciated. If your agency desires to formally protest the approval of the application(s), you may do so after the notice is published by filing a written protest along with a \$25.00 filing fee within 10 days after final publication. The deadline for comments on the applications is September 8, 2020.

Please contact the Northern Region Office at (208) 762-2800 if you have any questions regarding the applications.

Thank you,

Tammy

*Tammy Alleman
Administrative Assistant
Idaho Department of Water Resources
7600 N Mineral Drive, Suite 100
Coeur d'Alene, ID 83815-7763
Phone: (208) 762-2800
Fax (208) 762-2819*

Alleman, Tammy

From: Alleman, Tammy
Sent: Tuesday, August 11, 2020 2:23 PM
To: 'LEGALS@CDAPRESS.COM'
Subject: Legal Notice for 95-17984
Attachments: 95-17984 Legal Notice.docx

Please publish the enclosed legal notice in the **Coeur d'Alene Press** on the dates indicated **August 20th & August 27th, 2020** (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately. Please send a proof once you have the article ready for print for our review.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before **September 8, 2020**. Your cooperation is appreciated.

Thank you,

Tammy

*Tammy Alleman
Administrative Assistant
Idaho Department of Water Resources
7600 N Mineral Drive, Suite 100
Coeur d'Alene, ID 83815-7763
Phone: (208) 762-2800
Fax (208) 762-2819*

The following application(s) have been filed to appropriate the public waters of the State of Idaho:

95-17984

ADAM AVERILL

PO BOX 3027

HAYDEN, ID 83835-3027

Point of Diversion SENW

S5 T49N R04W

KOOTENAI County

Source GROUND WATER

Use: DOMESTIC

01/01 to 12/31

Total Diversion: 0.04 CFS

Date Filed: 08-06-2020

Place Of Use: DOMESTIC

T49N R04W S5

SWSW, SESW

Permits will be subject to all prior water rights. For additional information concerning the property location, contact the Northern office at (208)762-2800; or for a full description of the right(s), please see <https://idwr.idaho.gov/apps/ExtSearch/WRAApplicationResults/>. Protests may be submitted based on the criteria of Idaho Code § 42-203A. Any protest against the approval of this application must be filed with the Director, Dept. of Water Resources, Northern Region, 7600 N MINERAL DR STE 100, COEUR D ALENE ID 83815-7763 together with a protest fee of \$25.00 for each application on or before 9/8/2020. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 8/20/2020 and 8/27/2020