

83241

STATE OF IDAHO

Ident. No. 95-17813

RECEIVED

DEPARTMENT OF WATER RESOURCES

MAY 10 2019

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

IDWR / NORTH

1. Name of applicant(s) MATHESON, John J. gm 5-10-19 Phone (208) 773.5928
 Name connector (check one): ☐ and ☐ or ☐ and/or
 Mailing address 13130 N MATHESON RD City HAUSER
 State ID _____ ZIP 83854 Email _____
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 GROUNDWATER which is a tributary of _____
4. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
51N	05W	6	5		SW	NW	KOOTENAI	GROUNDWATER	<u>None</u>

5. Water will be used for the following purposes:
- Amount 0.04 CFS for DOMESTIC purposes from 01-01 to 12-31 (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. SHARED EXISTING DRILLED WELL
AND Storage Tanks CONNECTED TO SECOND HOME VIA WATER LINE FROM WELL
- 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 8" 3/4" / 4" 400' inches; proposed depth of well is 425 feet.
- d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☒ No
- e. If well is already drilled, when? 1995; drilling firm Blue Water Drilling; well was drilled for (well owner) John Matheson; Drilling Permit No. 95-95-N-186

For Department Use

Received by _____ Date _____ Time _____ Preliminary check by _____
 Fee \$ 100.00 Receipted by JA Receipt No. N034298 Date 5-10-19

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 (1 HOME & LAWN NOT TO EXCEED .5 ACRE)
 - 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	
51N	05W	6										~~D~~	D						
												GL6	GL7						

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? SEE ATTACHMENTS JOHN MATHESON
- b. Who owns the land to be irrigated or place of use? APPLICANT
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: _____

12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. WELL & FIRST HOME ON PARCEL 51N05W064410 HAVE RECOMMENDED CSRBA CLAIM 95-14264. CSRBA CLAIM 95-14263 (SPRING) DOES NOT SERVE HOME FOR THIS APPLICATION.

Gave Farm To Granddaughter, Built New Home - Piped Water To A Reservoir on New Property and Draw Water For New Home From That - Reservoir

13. Time required for completion of works and application of water to proposed beneficial use is 1 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.

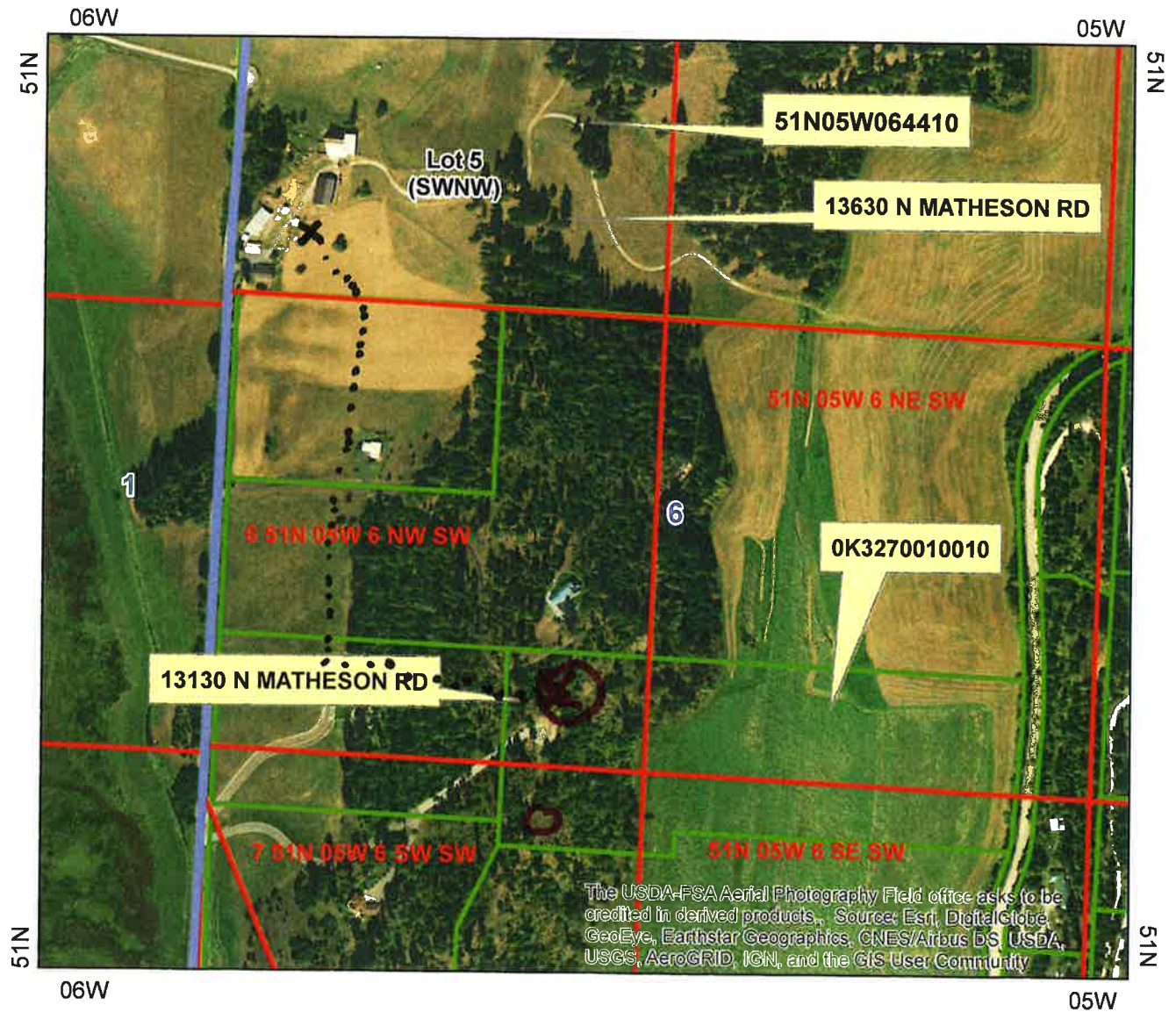
The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

John J. Matheson
Signature of Applicant
John J Matheson owner
Print Name (and title, if applicable)

Signature of Applicant

Print Name (and title, if applicable)

State of Idaho
Department of Water Resources
Application For Permit



- PLS Sections
- Quarter Quarters
- Taxlots

0 0.05 0.1 0.2 Miles

Tax parcel information provided by Kootenai County.

~~STO~~
X WELL
~~STO~~ STORAGE TANK
O DOMESTIC PLACE OF USE

Vasseur & Schlotthauer, PLLC
Attorneys & Counselors at Law

Thomas M. Vasseur
Brent G. Schlotthauer

May 6, 2019

John Matheson
13130 N. Matheson Rd.
Hauser, ID 83854

Re: Utility Easement / Shared Water Well Agreement

Dear John:

Please find enclosed copies of the recorded Utility Easement and Shared Water Well Agreement. Feel free to contact our office with any questions.

Very sincerely yours,

VASSEUR & SCHLOTTHAUER, PLLC



Brent G. Schlotthauer

BGS: sl
Enclosures

P.O. Box 808
Coeur d'Alene, Idaho 83816-0808
Telephone: (208) 664-4457
Fax: (208) 765-4702
Email: brent@vslawfirm.com

RECORDED AT THE REQUEST OF: (Please Return a Copy to:)	JIM BRANNON 5 P 2689164000 KOOTENAI COUNTY RECORDER CMK 4/23/2019 10:00 AM REQ OF VASSEUR AND SCHLOTTHAUER, PLLC RECORDING FEE: \$22.00 AG Electronically Recorded
Brent G. Schlotthauer Vasseur & Schlotthauer, PLLC PO Box 808 Coeur d' Alene, Idaho 83816-0808	<i>(This Space for Recorder Only)</i>

SHARED WATER WELL AGREEMENT

This SHARED WATER WELL AGREEMENT is hereby made and entered into by and between **JOHN J. MATHESON**, an unmarried individual, whose address is 13130 N. Matheson Road, Hauser, ID 83854 (herein the "Grantor"); and **JOHN J. MATHESON**, an unmarried individual, whose address is 13130 N. Matheson Road, Hauser, ID 83854 (herein the "Grantee").

WITNESSETH:

A. WHEREAS, Grantor is the owner of a parcel of real property located in Kootenai County, Idaho, legally described as follows:

Lots 3, 4 and 5, and the Southeast Quarter of the Northwest Quarter of Section 6, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho.

Excepting therefrom a portion of land in Government Lot 5 of Section 6, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, and more particularly described as follows:

Commencing at a 5/8 inch iron rod marking the West quarter corner of Section 6, Township 51 North, Range 5 West, Boise Meridian, said point bearing South 01°39'51" West, a distance of 2672.83 feet from a railroad spike marking the Northwest Corner of said Section 6; thence

North 01°39'51" East along the West line of said Section 6 a distance of 586.38 feet to the True Point of beginning for this description; thence

Leaving said West section line South 88°20'09" East a distance of 26.14 feet to a point; thence

RECORDED AT THE REQUEST OF: (Please Return a Copy to:) Brent G. Schlotthauer Vasseur & Schlotthauer, PLLC PO Box 808 Coeur d' Alene, Idaho 83816-0808	(This Space for Recorder Only)
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SHARED WATER WELL AGREEMENT

This SHARED WATER WELL AGREEMENT is hereby made and entered into by and between **JOHN J. MATHESON**, an unmarried individual, whose address is 13130 N. Matheson Road, Hauser, ID 83854 (herein the "Grantor"); and **JOHN J. MATHESON**, an unmarried individual, whose address is 13130 N. Matheson Road, Hauser, ID 83854 (herein the "Grantee").

WITNESSETH:

A. WHEREAS, Grantor is the owner of a parcel of real property located in Kootenai County, Idaho, legally described as follows:

Lots 3, 4 and 5, and the Southeast Quarter of the Northwest Quarter of Section 6, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho.

Excepting therefrom a portion of land in Government Lot 5 of Section 6, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, and more particularly described as follows:

Commencing at a 5/8 inch iron rod marking the West quarter corner of Section 6, Township 51 North, Range 5 West, Boise Meridian, said point bearing South 01°39'51" West, a distance of 2672.83 feet from a railroad spike marking the Northwest Corner of said Section 6; thence

North 01°39'51" East along the West line of said Section 6 a distance of 586.38 feet to the True Point of beginning for this description; thence

Leaving said West section line South 88°20'09" East a distance of 26.14 feet to a point; thence

Along a curve left with a chord bearing of North 15°14'03" West, radius of 45.00 feet, arc length of 137.89 feet, tangent of 1162.45 feet, chord length of 89.93 feet, and having a delta angle of 175°33'59" to a point on said West section line; thence

South 01°39'51" West along said West section line a distance of 86.05 feet to the True Point of Beginning;

ALSO Excepting therefrom any portion lying within Road Right of Way;

(herein the "Servient Parcel");

B. WHEREAS, Grantee is the owner of a certain parcel of real property located in Kootenai County, Idaho, legally described as follows:

Lot 1 in Block 1 of Everett Estates 1st Addition according to the official plat thereof, filed in Book K of Plats at Page(s) 327 and 327A, records of Kootenai County, Idaho;

(herein "Dominant Parcel");

C. WHEREAS there is a water well and/or other water distribution facilities presently located on Servient Parcel (herein referred to as the "Well System"); and

D. WHEREAS Grantor deems it desirable to provide residential water service to both the Servient Parcel and the Dominant Parcel via service from the Well System and to define each parcel's rights and obligations relative to such use.

AGREEMENT:

NOW THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties hereby agree as follows:

1. **Grant of Easement.** The Grantor hereby grants to the Grantee and to the successors, heirs and assigns of the owners of the Dominant Parcel a non-exclusive easement over, across and through Servient Parcel (herein the "Easement Area") to take and draw water and to conduct the same over, on, through and across Servient Parcel directly from the Well System to the Dominant Parcel. The Servient Parcel does hereby likewise grant to the Dominant Parcel an easement over, across and through the Easement Area for the construction, inspection, servicing, operation, maintenance, repair and/or replacement of the Well System and any materials, equipment and/or apparatus relating thereto.

2. **Scope of Easement.** The Easement granted by this instrument shall be of a limited scope and shall be construed to be only of that certain extent and scope reasonably necessary to: (i) gain access directly from the Dominant Parcel to the Well System; (ii) construct, inspect, service, operate, maintain, repair and/or replace the Well System; and (iii) draw water therefrom. PROVIDED, the owner of the Servient Parcel reserves the right to relocate the location of the easement area so long as such relocation does not unreasonably interfere with the Dominant Parcel's rights hereunder.

3. **Right to Draw Water.** The Dominant Parcel shall have the nonexclusive right to pump, transmit and use water from the Well System located on the Servient Parcel. The pumping, transmitting and usage of said water by the Dominant Parcel shall be limited to normal and reasonable residential, livestock and gardening purposes only. The parties shall be prohibited from using water drawn from the Well System for commercial or industrial purposes.

4. **Shared Costs and Expenses.** The parties agree that Grantor, Grantee and all other similar easement holders shall each be required to equally pay and satisfy any and all costs and expenses incurred in the operation, repair, maintenance and/or replacement of the Well System.

5. **Separate Costs and Expenses.** Each party shall be solely responsible and incur separate liability for each of the following costs and expenses:

(a) **Service Lines.** Each party shall be solely responsible for the connection, installation, maintenance and repair of any water pipes, lines or mains connected to the Well System and solely serving each party's respective parcel. Each party shall be solely responsible for any other cost or expense, of any nature whatsoever, associated with the provision of water solely to said party's respective parcel.

(b) **Site Improvements.** The parties agree that the cost of any removal or replacement of site improvements on an individual parcel necessary for system operation, maintenance, replacement, improvements, inspection or testing, damaged as a result of the repair of the Well System shall be borne solely by the owner of the affected parcel. Neither party shall be responsible for any costs or expenses relating to the repair or removal of any improvement located on the other's party's parcel. Neither party shall construct or install any landscaping or improvements which would impair either party's access to, or usage of, the Well System.

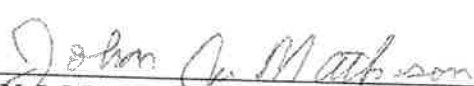
6. **Covenant with the Land.** The benefits and obligations of this agreement shall constitute a covenant which shall run with the parcels herein described. Said covenants shall bind the respective parties hereto, their heirs, legal representatives, successors and assigns.

7. **Term.** The parties expressly acknowledge that the term of this agreement, except as otherwise set forth herein, shall be perpetual and uninterrupted in nature. Any modification or amendment of this agreement shall be void and unenforceable unless evidenced in a writing properly signed by each of the parties hereto.

8. **Water Rights.** Each of the terms of this agreement, including the right to draw water from the Well System, shall be governed by, limited, and subject to the terms and provisions of any and all water rights and the laws, rules and regulations governing the same. The parties agree to execute any additional documentation and/or take any other action as may be required to comply with, perfect, protect and preserve such water rights.

9. **Governing Law.** It is understood that all parties have the continuing duty to assure that the operation of said Well System continues in compliance with all state and local laws and regulations. This agreement shall be governed, interpreted and construed in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, this agreement shall be dated and shall become effective and operative upon the recordation of this document with the Kootenai County Recorder.

<u>GRANTOR:</u>  JOHN J. MATHESON	<u>GRANTEE:</u>  JOHN J. MATHESON
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STATE OF IDAHO)
 : ss.
County of Latah)

On this 23rd day of April, 2019, before me, a notary public, personally appeared **Grantor JOHN J. MATHESON**, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he signed and sealed the same as his own free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first written above.

(SEAL)





Notary Public
Residing At: COA - ID
My Commission Expires: 01/06/24

STATE OF IDAHO)
 : ss.
County of Latah)

On this 23rd day of April, 2019, before me, a notary public, personally appeared **Grantee JOHN J. MATHESON**, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he signed and sealed the same as his own free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first written above.

(SEAL)





Notary Public
Residing At: COA - ID
My Commission Expires: 01/06/24

RECORDED AT THE REQUEST OF: <i>(Please Return a Copy to:)</i> Brent G. Schlotthauer Vasseur & Schlotthauer, PLLC PO Box 808 Coeur d'Alene, Idaho 83816-0808	<i>(This Space for Recorder's Use Only)</i>
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UTILITY EASEMENT

(Water Well Distribution Line)

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **DANAJO EVERETT-COLE**, an unmarried woman (herein the "Grantor") by these presents does hereby bargain, sell, convey and forever grant unto **JOHN J. MATHESON**, an unmarried man, whose address is 13130 N. Matheson Road, Hauser, ID 83854 (herein the "Grantee") and to Grantee's heirs, successors and assigns, a perpetual and nonexclusive easement as set forth herein.

RECITALS:

A. Grantor is the owner of those certain parcels of real property located in the County of Kootenai, State of Idaho, and more particularly described as follows:

LOT 1, BLOCK 1, EVERETT ESTATES, ACCORDING TO THE PLAT RECORDED IN BOOK I OF PLATS AT PAGES 47 AND 47A, RECORDS OF KOOTENAI COUNTY, IDAHO; and

LOT 2, BLOCK 1, EVERETT ESTATES, ACCORDING TO THE PLAT RECORDED IN BOOK I OF PLATS AT PAGES 47 AND 47A, RECORDS OF KOOTENAI COUNTY, IDAHO;

(herein the "Servient Parcels"); and

B. Grantee is the owner of that certain parcel of real property located in the County of Kootenai, State of Idaho, and more particularly described as follows:

LOT 1 IN BLOCK 1 OF EVERETT ESTATES 1ST ADDITION ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK K OF PLATS AT PAGE(S) 327 AND 327A, RECORDS OF KOOTENAI COUNTY, IDAHO.

(herein the "Dominant Parcel").

AGREEMENT:

NOW THEREFORE, in consideration for the foregoing recitals, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant unto the Grantee a utility easement, the scope and nature of which is more particularly described as follows:

1. **Grant of Easement.** Grantor hereby forever bargains, sells, conveys and forever grants unto Grantee, a perpetual and nonexclusive easement (herein the "Easement") to enter upon the Servient Parcels as shall be reasonably necessary for the installation, construction, reconstruction, operation, inspection, repair, replacement, servicing, and/or otherwise maintaining a water well distribution line over, across, through, in and under the Servient Parcels, thereby benefitting the Dominant Parcel and Grantee and Grantee's heirs, successors and assigns. The Easement area shall be a strip of land twenty feet (20') in width, with sidelines being ten feet (10') on both sides of the location of the presently existing water well distribution line serving the Dominant Parcel.
2. **Perpetual Grant.** The Easement granted by this deed is for the benefit of the Dominant Parcel and Grantee and shall inure to the benefit of and may be used by all persons who may hereafter become the owners of the Dominant Parcel. The rights, covenants and obligations contained herein shall bind, burden and benefit each party's heir's successors, representatives, lessees and assigns. The Easement shall forever burden the Servient Parcels and shall be appurtenant and shall run with the land.
3. **Scope of Easement.** The utilities subject to and contemplated by this Easement shall be limited to those facilities related to the water well distribution line located on or within the Servient Parcels and serving the Dominant Parcel, together with all appurtenances reasonably incident thereto or otherwise necessary therewith. Grantee shall exercise the rights granted by this instrument with due regard to the rights of others and their permitted uses of the Servient Parcels. Grantee shall be solely responsible to repair and maintain the above-described utilities.
4. **Assignment.** Any and all easement rights created and/or conveyed by this Instrument shall be freely assignable by Grantee.
5. **Governing Law.** This agreement shall be interpreted, governed by, construed and enforced in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, this Utility Easement shall become effective and operative upon the recordation hereof with the office of the Kootenai County Recorder.

DATED this 23rd day of April, 2019.


DANAJO EVERETT-COLE

STATE OF IDAHO)
: ss.
County of Kootenai)

On this 23rd day of April, 2019, before me, a notary public, personally appeared **DANAJO EVERETT-COLE**, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that she signed and sealed the same as her own free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first written above.

(SEAL)



Donna Ray
Notary Public
Residing At: 11078 N. Cliff House Rd
My Commission Expires: 2/6/2023 *Sharon, AS 8385*

Vasseur & Schlotthauer, PLLC

Attorneys & Counselors at Law

Thomas M. Vasseur
Brent G. Schlotthauer

June 14, 2017

John Matheson
13130 N. Matheson Rd.
Hauser, ID 83854

Re: Garrett Utility Easement

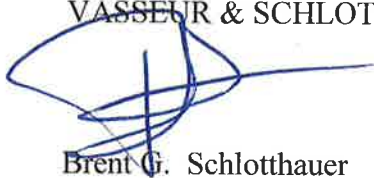
Dear John:

Enclosed herewith is a copy of the recorded *Utility Easement* respecting the above-referenced matter. I am also writing to advise you that my office has completed it's representation of you respecting the same. My office shall take no further action on your behalf unless instructed otherwise. Please give me a call if you believe any additional actions remain to be completed.

John, it has been my great pleasure assisting you with this matter. Thank you for giving my office the opportunity to work with you. I hope to be of service in the future. Feel free to give me a call with any questions.

Very sincerely yours,

VASSEUR & SCHLOTTHAUER, PLLC



Brent G. Schlotthauer

BGS: ld
Enclosure

409 Coeur d'Alene Avenue
P.O. Box 808
Coeur d'Alene, Idaho 83816-0808
Telephone: (208) 664-4457
Fax: (208) 765-4702
Email: brent@vslawfirm.com

RECORDED AT THE REQUEST OF: <i>(Please Return a Copy to:)</i> Brent G. Schlotthauer Vasseur & Schlotthauer, PLLC PO Box 808 Coeur d'Alene, Idaho 83816-0808	JIM BRANNON 3 P 2598451000 KOOTENAI COUNTY RECORDER MMS Date 06/14/2017 1:32 PM REQ OF VASSEUR AND SCHLOTTHAUER RECORDING FEE: \$16.00 DE  <i>(This Space for Recorder's Use Only)</i>
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UTILITY EASEMENT

(Water Well Distribution Line)

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **KEVIN M. GARRETT** and **BARBARA J. GARRETT**, husband and wife (herein the "Grantors") by these presents do hereby bargain, sell, convey and forever grant unto **JOHN MATHESON**, an unmarried man, whose address is 13130 N. Matheson Road, Hauser, ID 83854 (herein the "Grantee") and to Grantee's heirs, successors and assigns, a perpetual and nonexclusive easement as set forth herein.

RECITALS:

A. Grantors are the owners of a parcel of real property located in the County of Kootenai, State of Idaho, and more particularly described as follows:

Lot 3, Block 1, EVERETT ESTATES, according to the plat recorded in Book I of Plats at Page 47, records of Kootenai County, Idaho.

(herein the "Servient Parcel"); and

B. Grantee is the owner of a parcel of real property located in the County of Kootenai, State of Idaho, and more particularly described as follows:

Lot 1 in Block 1 of Everett Estates 1st Addition according to the official plat thereof, filed in Book K of Plats at Page(s) 327 and 327A, records of Kootenai County, Idaho.

(herein the "Dominant Parcel").

AGREEMENT:

NOW THEREFORE, in consideration for the foregoing recitals, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant unto the Grantee a utility easement, the scope and nature of which is more particularly described as follows:

1. **Grant of Easement.** Grantors hereby forever bargain, sell, convey and forever grant unto Grantee, a perpetual and nonexclusive easement (herein the "Easement") to enter upon the Servient Parcel as shall be reasonably necessary for the installation, construction, reconstruction, operation, inspection, repair, replacement, servicing, and/or otherwise maintaining a water well distribution line over, across, through, in and under the Servient Parcel, thereby benefitting the Dominant Parcel and Grantee and Grantee's heirs, successors and assigns. The Easement area shall be a strip of land twenty feet (20') in width, with sidelines being ten feet (10') on both sides of the location of the presently existing water well distribution line.

2. **Perpetual Grant.** The Easement granted by this deed is for the benefit of the Dominant Parcel and Grantee and shall inure to the benefit of and may be used by all persons who may hereafter become the owners of the Dominant Parcel. The rights, covenants and obligations contained herein shall bind, burden and benefit each party's heir's successors, representatives, lessees and assigns. The Easement shall forever burden the Servient Parcel and shall be appurtenant and shall run with the land.

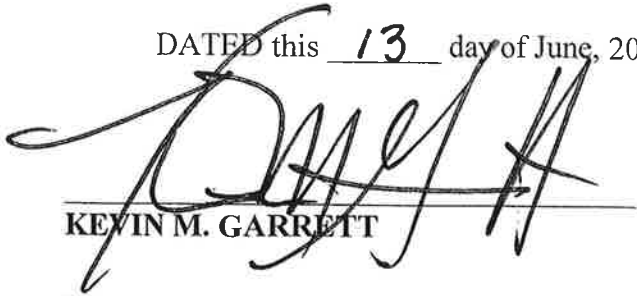
3. **Scope of Easement.** The utilities subject to and contemplated by this Easement shall be limited to those facilities related to the water well distribution line located on or within the Servient Parcel and serving the Dominant Parcel, together with all appurtenances reasonably incident thereto or otherwise necessary therewith. Grantee shall exercise the rights granted by this instrument with due regard to the rights of others and their permitted uses of the Servient Parcel. Grantee shall be solely responsible to repair and maintain the above-described utilities.

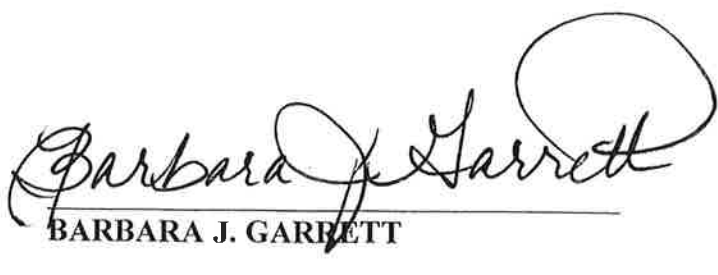
4. **Assignment.** Any and all easement rights created and/or conveyed by this Instrument shall be freely assignable by Grantee.

5. **Governing Law.** This agreement shall be interpreted, governed by, construed and enforced in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, this Utility Easement shall become effective and operative upon the recordation hereof with the office of the Kootenai County Recorder.

DATED this 13 day of June, 2017.


KEVIN M. GARRETT


BARBARA J. GARRETT

STATE OF IDAHO_)
 : ss.
County of Kootenai)

On this 13th day of June, 2017, before me, a notary public, personally appeared **KEVIN M. GARRETT**, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he signed and sealed the same as his own free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first written above.



Donna Ray
Notary Public
Residing At: 11078 N. Cliff House Rd. Hansen
My Commission Expires: 1/31/22 83854

STATE OF IDAHO_)
 : ss.
County of Kootenai)

On this 13th day of June, 2017, before me, a notary public, personally appeared **BARBARA J. GARRETT**, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that she signed and sealed the same as her own free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first written above.



Donna Ray
Notary Public
Residing At: 11078 N. Cliff House Rd. Hansen ID
My Commission Expires: 1/31/22

RECEIVED

Form 238-7
3/95

JUN 1 8 1996

IDAHO DEPARTMENT OF WATER RESOURCES

POSTED

WELL DRILLER'S REPORT

Use Typewriter or Ballpoint Pen

Office Use Only
Inspected by TDK
Twp 51N Rge 05W Sec 06
1/4 SE 1/4 NW 1/4
Lat: : : Long: : :
☒ Air ☐ Flowing Artesian

1. DRILLING PERMIT NO. 95-95-N-186-000

Other IDWR No. _____

2. OWNER:

Name John & Nancy Matheson
Address 9615 N Matheson Rd
City Post Falls State Idaho Zip -83854

3. LOCATION OF WELL by legal description:

Sketch map location must agree with written location.

N
W E S
Twp. 51N North ☐ or South ☐
Rge. 5W East ☐ or West ☐
Sec. 6 SW 1/4 1/4 NW 1/4
Gov't Lot 345 County Kootenai
Lat: : : Long: : :
Address of Well Site MATHESON RD
City HAUSER LAKE
(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		
<u>Play-Bentonite</u>	<u>0</u>	<u>37</u>	<u>2</u>		<u>BENTONITE</u>

Was drive shoe used? ☒ Y ☒ N Shoe Depth(s) _____
Was drive shoe seal tested? ☐ Y ☐ N How? _____

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
<u>8</u>	<u>0</u>	<u>37</u>	<u>2.25</u>	<u>Steel</u>	☒	☐	☒	☐
<u>4</u>	<u>25</u>	<u>425</u>		<u>PVC</u>	☐	☒	☐	☐

Length of Headpipe _____ Length of Tailpipe _____

9. PERFORATIONS/SCREENS

☒ Perforations Method SAW - 60'
☐ Screens Screen Type _____

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
<u>360</u>	<u>425</u>			<u>4</u>	<u>PVC</u>	☐	☒

10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

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

11. WELL TESTS:

☐ Pump ☐ Bailor

Yield gal./min.	Drawdown	Pumping Level	Time
<u>8-10 gpm</u>		<u>120</u>	

Water Temp. 46° Bottom hole temp. _____

Water Quality test or comments: good

Depth first Water Encountered _____

12. LITHOLOGIC LOG: (Describe repairs or abandonment)

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	Y	N
<u>6"</u>	<u>0</u>	<u>30</u>	<u>GRAY</u>		☒
	<u>30</u>	<u>120</u>	<u>BLN GRANITE</u>		☒
	<u>120</u>	<u>210</u>	<u>GRAY GRANITE</u>	☒	
	<u>210</u>	<u>225</u>	<u>BLN GRANITE</u>	☒	
	<u>225</u>	<u>300</u>	<u>GRAY GRANITE</u>	☒	
	<u>300</u>	<u>385</u>	<u>BLK-BLN GRANITE</u>	☒	
	<u>385</u>	<u>410</u>	<u>BLN GRANITE</u>	☒	
	<u>410</u>	<u>425</u>	<u>GRAY GRANITE</u>	☒	
	<u>425</u>		<u>stopped</u>		

Completed Depth 425 (Measurable)
Date: Started 10-17-95 Completed 10-18-95

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 Bone Water Drilling Firm No. 452

Firm Official John Carmon Date 10 18 95
and _____

Supervisor or Operator _____ Date _____

(Sign once if Firm Official & Operator)

FORWARD WHITE COPY TO WATER RESOURCES



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N Mineral Drive, Suite 100 • Coeur D'Alene ID 83815-7763

Phone: (208) 762-2800 • Fax: (208) 762-2819

Website: idwr.idaho.gov • Email: northerninfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

May 22, 2019

JOHN J MATHESON
13130 N MATHESON RD
HAUSER, ID 83854-5602

Application For Permit No. 95-17813

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 6/6/2019 and 6/13/2019. 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,

A handwritten signature in blue ink that reads "Tammy Alleman". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Tammy Alleman
Administrative Assistant

Alleman, Tammy

From: Alleman, Tammy
Sent: Wednesday, May 22, 2019 4:22 PM
To: 'LEGALS@CDAPRESS.COM'
Subject: Legal Notice for June 6th & June 13th
Attachments: Legal Notice for 95-17812, 95-17813, 95-17815, 95-17817 to 95-17819.doc

Please publish the enclosed legal notice in the **Coeur d'Alene Press** on the dates indicated **June 6th and June 13th, 2019** (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 June 24, 2019. Your cooperation is appreciated.

Thank you,

Tammy

*Tammy Alleman
Administrative Assistant
Idaho Department of Water Resources
7600 North Mineral Drive, Suite 100
Coeur d'Alene, ID 83815
Tammy.Alleman@idwr.idaho.gov
208-762-2800 Phone
208-762-2819 Fax*

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

95-17812

DIANNE HENDRICKSON REVOCABLE LIVING TRUST

PO BOX 48

OAKESDALE, WA 99158-0048

Point of Diversion SESE

S15 T48N R04W

KOOTENAI County

Source COEUR D ALENE LAKE

Tributary SPOKANE RIVER

Use: DOMESTIC

01/01 to 12/31 0.04 CFS

Total Diversion: 0.04 CFS

Date Filed: 5/7/2019

Place Of Use: DOMESTIC

T48N R04W S15

L1(SESE)

95-17813

JOHN J MATHESON

13130 N MATHESON RD

HAUSER, ID 83854-5602

Point of Diversion L5(SWNW)

S6 T51N R05W

KOOTENAI County

Source GROUND WATER

Use: DOMESTIC

01/01 to 12/31 0.04 CFS

Total Diversion: 0.04 CFS

Date Filed: 5/10/2019

Place Of Use: DOMESTIC

T51N R05W S6

L7(SWSW)

95-17815

CITY OF COEUR D ALENE

3820 N RAMSEY RD

COEUR D ALENE, ID 83815-1614

Point of Diversion SESW

S36 T51N R04W

KOOTENAI County

Source GROUND WATER

Point of Diversion L4(SWSW)

S12 T50N R04W

KOOTENAI County

Source GROUND WATER

Point of Diversion L1(NENE)

S4 T50N R04W

KOOTENAI County

Source GROUND WATER

Point of Diversion SWNE

S26 T51N R04W

KOOTENAI County

Source GROUND WATER

Point of Diversion NENE

S28 T51N R04W

KOOTENAI County

Source GROUND WATER

Point of Diversion NWNW

S35 T51N R04W

KOOTENAI County

Source GROUND WATER

Point of Diversion SWSW

S1 T50N R04W

KOOTENAI County

Source GROUND WATER

Point of Diversion L6(SWNW)

S12 T50N R04W

KOOTENAI County

Source GROUND WATER

Point of Diversion L5(NWSW)

S12 T50N R04W

KOOTENAI County

Source GROUND WATER

Point of Diversion SWSW

S27 T51N R04W

KOOTENAI County

Source GROUND WATER

Point of Diversion NWSW

S28 T51N R04W

KOOTENAI County
Source GROUND WATER
Use: MUNICIPAL
01/01 to 12/31 9 CFS
Total Diversion: 9 CFS
Date Filed: 5/15/2019
Place Of Use: MUNICIPAL
Place of use within the service area of the City of Coeur d'Alene Water Department
95-17817

WILLIAM T PERKINS
SUSAN P PERKINS
1547 S FAIRMONT LOOP
COEUR D ALENE, ID 83814-8929
Point of Diversion SWNW
S3 T51N R03W
KOOTENAI County
Source HAYDEN LAKE
Tributary SINKS
Use: IRRIGATION
03/15 to 11/15 0.01 CFS
Total Diversion: 0.01 CFS
Date Filed: 5/20/2019
Place Of Use: IRRIGATION
T51N R03W S3
SWNW

95-17818
ROCK ISLAND LLC
2760 W EVERWELL BAY LN
COEUR D ALENE, ID 83814-7374
Point of Diversion L7(SESW)
S1 T49N R04W
KOOTENAI County
Source COEUR D ALENE LAKE
Tributary SPOKANE RIVER
Use: DOMESTIC
01/01 to 12/31 0.12 CFS
Total Diversion: 0.12 CFS
Date Filed: 5/20/2019
Place Of Use: DOMESTIC
T49N R04W S1
L7(SESW)

95-17819
ROCK ISLAND LLC
2760 W EVERWELL BAY LN
COEUR D ALENE, ID 83814-7374
Point of Diversion SWSW
S1 T49N R04W
KOOTENAI County
Source COEUR D ALENE LAKE
Tributary SPOKANE RIVER
Use: DOMESTIC
01/01 to 12/31 0.14 CFS
Total Diversion: 0.14 CFS
Date Filed: 5/20/2019
Place Of Use: DOMESTIC
T49N R04W S1
NWSW
T49N R04W S2
SENE NESE

Permits will be subject to all prior water rights. For additional information concerning the property location, contact Northern Region office at (208) 762-2800. 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 6/24/2019. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 6/6/2019 and 6/13/2019