

82315

APR 25 2018

RECEIVED

FORM 202 Rev. 09/16

APR 23 2018

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Ident. No. 95-17517

APPLICATION FOR PERMIT

IDWR / NORTH

To appropriate the public waters of the State of Idaho

1. Name of applicant(s) JASON G AND BROOKE R. JUSTIS Phone 208-277-8721
 Name connector (check one): ☐ and ☒ or ☐ and/or
 Mailing address 8312 N. COURAGEOUS PKWY City HAYDEN
 State ID ZIP 83835 Email BROOKE.JASON082308@GMAIL.CO.
2. Name of representative, if any N/A 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 #
<u>61N 24W</u>	<u>17</u>				<u>NE NW</u>		<u>KOOTENAI</u>	<u>GROUND WATER</u>	<u>DOO76071</u>
<u>50N</u>	<u>03W</u>								
<u>R5</u>	<u>4125118</u>								

5. Water will be used for the following purposes:
- Amount .04 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. DRILLED WELL DOO76071
TO BE CONNECTED TO NEW HOME TO BE BUILT 2018
- b. Height of storage dam N/A 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 6" inches; proposed depth of well is 490 feet.
- d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☒ No
- e. If well is already drilled, when? 7/24/17; drilling firm HORSLEY DRILLING;
 well was drilled for (well owner) JUSTIS, JASON G.; Drilling Permit No. _____
JUSTIS, BROOKE R.

For Department Use

Received by _____ Date _____ Time _____ Preliminary check by _____
 Fee \$ 100.00 Receipted by JA Receipt No. N033343 Date 4/23/18
125.00 Well Upgrade Fee

8. Description of proposed uses (if irrigation only, go to item 9):
- Hydropower; show total feet of head and proposed capacity in kW. N/A
 - Stockwatering; list number and kind of livestock. N/A
 - Municipal; must complete and attach the [Municipal Water Right Application Checklist](#).
 - Domestic; show number of households 1
 - 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	04W	17					D												
50N	03W																		
80	4/25/18																		

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? LAWN, GARDEN, AND/OR LANDSCAPING
11. a. Who owns the property at the point of diversion? JASON G. AND BROOKE R. JUSTIS
 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: SHARED WELL AGREEMENT (SEE ATTACHMENT)
12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. THIS IS FOR A SHARED WATER RIGHT TO PROTECT WATER USE FROM WELL
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.


 Signature of Applicant
JASON G. JUSTIS
 Print Name (and title, if applicable)


 Signature of Applicant
BROOKE R. JUSTIS
 Print Name (and title, if applicable)

Shared Well Water Agreement

This Agreement, made and entered into this 23rd day of April, 2018 by and between Jason and Brooke Justice, who reside at 1307 E. Hanna Lane, Coeur d'Alene, Idaho 83814, hereinafter referred to as the "supplying party," and Dwight and Cheryl Morgan, who reside at 1299 E Hanna Lane, Coeur d'Alene, Idaho 83814, hereafter referred to as the "supplied party:"

WHEREAS, the supplying party is the owner of property located at 1307 E Hanna Lane, Coeur d'Alene, Idaho 83814, which property is hereafter referred to as "Parcel 1" and is more fully described as follows:

Lot 1, Block 1 of Cheryl Morgan Estates, Located in the NW1/4 of Section 17, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho

WHEREAS, the supplied party is the owner of property located at 1299 E Hanna Lane, Coeur d'Alene, Idaho, 83814, which property is hereafter referred to as "Parcel 2" and is more fully described as follows:

Lot 2, Block 1 of Cheryl Morgan Estates, Located in the NW1/4 of Section 17, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho

WHEREAS, the undersigned parties deem it necessary to provide a well system to service the parcels described herein, and an Agreement has been reached relative to supplying water from the well and sharing the cost of supplying said water; and

WHEREAS, there is located a well upon the above described property of supplying party; 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 water from the well has undergone a water quality analysis from Accurate Test Labs and has been determined to supply safe for human consumption; and

COPY

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 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 1 and 2, upon the following terms and conditions:

1. That until this Agreement is terminated, as hereinafter provided, the parties hereto (and their heirs, successors and assigns, for the exclusive benefit of the respective parcels of said 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 well located on Parcel 1 for domestic use *excluding* the right to draw water to fill swimming pools of any type.
2. That the owners or residents of the dwellings located on Parcels 2, as of the date of this Agreement shall:
 - a. Pay or cause to be paid to the supplying party, an annual fee for this use of the well and water distribution system in the amount of \$180 on or before the 15th of January each year, with the exception of this year whereby the amount shall be \$180 and paid on the execution of this Agreement.
 - b. Pay or cause to be paid promptly, a proportionate share of all expenses for the operation and maintenance of the well and water distribution system that may become necessary. Each respective share shall be determined by dividing the amount of each expense by two, it being understood that the supplying party and the supplied party shall pay an amount equal to one half of the total of such necessary repair or replacement. Shared expenses include the cost of electricity for pumping, repairs and maintenance on said well and water distribution system.
3. That the cost of any removal or replacement of 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.
4. That each of the parties hereby agrees that they will promptly repair, maintain and replace all water pipes or mains serving their respective dwellings.
5. 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.

6. That the supplied party shall pay to the supplying party his proportionate share for the cost of energy for the operation of the pumping equipment. This cost shall be determined by a separate meter upon each dwelling and for each parcel.
7. That it is the agreement of the parties hereto that the payment for energy cost shall be made not later than the 15th day of each succeeding month during the term of this Agreement. In the event that any such payment remains unpaid for a period of 45 days, the supplying party may terminate the supply of water to the supplied party until all arrearages in payment are received by the supplying party.
8. 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 construction of the well, maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement. These easements are shown on the face of the plat of Cheryl Morgan Estates.
10. That no party may install landscaping or improvements that will impair the use of said easements.
11. 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.
12. That only those parcels of real estate hereinabove described and the 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.
13. 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.
14. That upon the availability of such other source of water, it is contemplated that a reasonable time shall be allowed to effectuate the necessary connections to the new source.
15. 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 Records Office of the County of Kootenai and the 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 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.

19. That the term of this Agreement shall be perpetual, except as herein limited.

20. 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.

21. Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

Witness our signatures this the 23rd day of April, 2018.


Dwight Morgan


Jason Justis


Cheryl Morgan

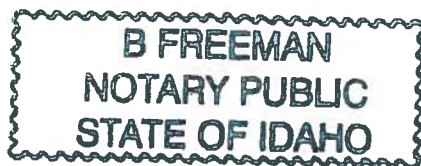

Brooke Justis

ACKNOWLEDGMENT

STATE OF IDAHO)
 : ss.
County of Boone)

On the 23rd day of April, 2019, before me, the undersigned Notary Public, personally appeared Cheryl Morgan, Dwight Morgan, Jason Justis, and Brooke Justis, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.



B Freeman
Notary Public for Idaho

Residing at Coeur d'Alene
Commission Expires: 1/11/2022

State of Idaho
Department of Water Resources
Application For Permit
95-XXXXXX



○ PLACE OF USE
X DOMESTIC WELL

 PLS Sections
 Taxlots

Tax parcel information provided by Kootenai County.

0 0.035 0.07 0.14 Miles

50N03W173100
Parcel is being
replatted and divided
into 2 tax lots
B7 4/25/18



MINERAL DR STE 100, COEUR D ALENE ID 83815-7763 together with a protest fee of \$25.00 for each application on or before 2/20/2018. The protestant must also send a copy of the protest to the applicant. GARY SPACKMAN, Director CDA LEGAL 8964 FEBRUARY 1, 8, 2018

NOTICE OF MINOR SUBDIVISION APPLICATION AND PUBLIC COMMENT PERIOD NOTICE IS HEREBY GIVEN of application of a Minor Subdivision Case No. MIN17-0033, Cheryl Morgan Plat, a request by Cheryl Morgan, for a two (2) lot minor subdivision on approximately 11.388 acres in the Agricultural Suburban zone. The parcel number is 50N03W-17-3100. The site is described as TAX #11204 EX TAX # EX RW in Section 17, Township 50 North, Range 03 West, B. M., Kootenai County, ID. The proposed site is located north of Fernan Lake and northwest of E. Interstate 90, via E. Fernan Hill Road to Victoria Drive and East Hanna Lane to the site. The public comment period for this application will begin on February 1, 2018 and end March 2, 2018. Submit comments to or request information from the Kootenai County Community Development, P.O. Box 9000, Coeur d'Alene, ID 83816-9000, (208) 446-1070. CDA LEGAL 8972 FEBRUARY 1, 2018

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STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Ident. No. 95-17517

APPLICATION FOR PERMIT

IDWR / NORTH

To appropriate the public waters of the State of Idaho

1. Name of applicant(s) JASON G AND BROOKE R. JUSTIS Phone 208-277-8721
 Name connector (check one): ☐ and ☒ or ☐ and/or
 Mailing address 8312 N. COURAGEOUS PKWY City HAYDEN
 State ID ZIP 83835 Email BROOKE.JASON082308@GMAIL.COM

2. Name of representative, if any N/A 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 #
<u>51N</u>	<u>24W</u>	<u>17</u>					<u>NE NW</u>	<u>KOOTENAI</u>	<u>GROUND WATER</u>
<u>50N</u>	<u>03W</u>								<u>DOO76071</u>
<u>BS</u>	<u>4125113</u>								

5. Water will be used for the following purposes:

Amount .04 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)
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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. DRILLED WELL DOO76071
TO BE CONNECTED TO NEW HOME TO BE BUILT 2018

b. Height of storage dam N/A 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 6" inches; proposed depth of well is 490 feet.

d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☒ No

e. If well is already drilled, when? 7/24/17; drilling firm HORSLEY DRILLING;
 well was drilled for (well owner) JUSTIS, JASON G.; Drilling Permit No. _____
JUSTIS, BROOKE R.

For Department Use

Received by _____ Date _____ Time _____ Preliminary check by _____
 Fee \$ 100.00 Receipted by JA Receipt No. N033343 Date 4/23/18
125.00 Well Upgrade Fee

8. Description of proposed uses (if irrigation only, go to item 9):

- a. Hydropower; show total feet of head and proposed capacity in kW. N/A
- b. Stockwatering; list number and kind of livestock. N/A
- c. Municipal; must complete and attach the Municipal Water Right Application Checklist.
- d. Domestic; show number of households 1
- e. Other; describe fully. _____

9. Description of place of use:

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- b. 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	
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Total number of acres to be irrigated: _____

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11. a. Who owns the property at the point of diversion? JASON G. AND BROOKE R. JUSTIS

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: SHARED WELL AGREEMENT (SEE ATTACHMENT)

12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. THIS IS FOR A SHARED WATER RIGHT TO PROTECT WATER USE FROM WELL

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.

Signature of Applicant

JASON G. JUSTIS
Print Name (and title, if applicable)

Signature of Applicant

BROOKE R. JUSTIS
Print Name (and title, if applicable)

Shared Well Water Agreement

This Agreement, made and entered into this 23rd day of April, 2018 by and between Jason and Brooke Justice, who reside at 1307 E. Hanna Lane, Coeur d'Alene, Idaho 83814, hereinafter referred to as the "supplying party," and Dwight and Cheryl Morgan, who reside at 1299 E Hanna Lane, Coeur d'Alene, Idaho 83814, hereafter referred to as the "supplied party:"

WHEREAS, the supplying party is the owner of property located at 1307 E Hanna Lane, Coeur d'Alene, Idaho 83814, which property is hereafter referred to as "Parcel 1" and is more fully described as follows:

Lot 1, Block 1 of Cheryl Morgan Estates, Located in the NW1/4 of Section 17, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho

WHEREAS, the supplied party is the owner of property located at 1299 E Hanna Lane, Coeur d'Alene, Idaho, 83814, which property is hereafter referred to as "Parcel 2" and is more fully described as follows:

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WHEREAS, the undersigned parties deem it necessary to provide a well system to service the parcels described herein, and an Agreement has been reached relative to supplying water from the well and sharing the cost of supplying said water; and

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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 water from the well has undergone a water quality analysis from Accurate Test Labs and has been determined to supply safe for human consumption; and

COPY

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.

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1. That until this Agreement is terminated, as hereinafter provided, the parties hereto (and their heirs, successors and assigns, for the exclusive benefit of the respective parcels of said 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 well located on Parcel 1 for domestic use *excluding* the right to draw water to fill swimming pools of any type.
2. That the owners or residents of the dwellings located on Parcels 2, as of the date of this Agreement shall:
 - a. Pay or cause to be paid to the supplying party, an annual fee for this use of the well and water distribution system in the amount of \$180 on or before the 15th of January each year, with the exception of this year whereby the amount shall be \$180 and paid on the execution of this Agreement.
 - b. Pay or cause to be paid promptly, a proportionate share of all expenses for the operation and maintenance of the well and water distribution system that may become necessary. Each respective share shall be determined by dividing the amount of each expense by two, it being understood that the supplying party and the supplied party shall pay an amount equal to one half of the total of such necessary repair or replacement. Shared expenses include the cost of electricity for pumping, repairs and maintenance on said well and water distribution system.
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10. That no party may install landscaping or improvements that will impair the use of said easements.

11. 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.

12. That only those parcels of real estate hereinabove described and the 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.

13. 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.

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Witness our signatures this the 23rd day of April, 2015.


Dwight Morgan


Jason Justis


Cheryl Morgan


Brooke Justis

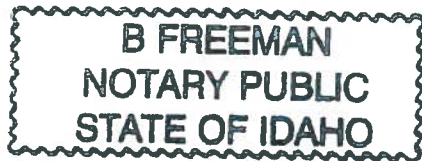
ACKNOWLEDGMENT

STATE OF IDAHO)

County of Coeur d'Alene) : ss.

On the 23rd day of April, 2018, before me, the undersigned Notary Public, personally appeared Cheryl Morgan, Dwight Morgan, Jason Justis, and Brooke Justis, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.



B Freeman
Notary Public for Idaho

Residing at Coeur d'Alene
Commission Expires: 1/11/2022

State of Idaho
Department of Water Resources
Application For Permit
95-XXXXXX



○ PLACE OF USE
X DOMESTIC WELL

 PLS Sections
 Taxlots

Tax parcel information provided by Kootenai County.

0 0.035 0.07 0.14 Miles

50N03W173100
Parcel is being
replatted and divided
into 2 tax lots
BQ 4/25/18



MINERAL DR STE 100, COEUR D ALENE ID 83815-7763 together with a protest fee of \$25.00 for each application on or before 2/20/2018. The protestant must also send a copy of the protest to the applicant. GARY SPACKMAN, Director CDA LEGAL 8964 FEBRUARY 1, 8, 2018

NOTICE OF MINOR SUBDIVISION APPLICATION AND PUBLIC COMMENT PERIOD NOTICE IS HEREBY GIVEN of application of a Minor Subdivision Case No. MIN17-0033, Cheryl Morgan Plat, a request by Cheryl Morgan, for a two (2) lot minor subdivision on approximately 11.388 acres in the Agricultural Suburban zone. The parcel number is 50N03W-17-3100. The site is described as TAX #11204 EX TAX # EX RW in Section 17, Township 50 North, Range 03 West, B. M., Kootenai County, ID. The proposed site is located north of Fernan Lake and northwest of E. Interstate 90, via E. Fernan Hill Road to Victoria Drive and East Hanna Lane to the site. The public comment period for this application will begin on February 1, 2018 and end March 2, 2018. Submit comments to or request information from the Kootenai County Community Development, P.O. Box 9000, Coeur d'Alene, ID 83816-9000, (208) 446-1070. CDA LEGAL 8972 FEBRUARY 1, 2018

Maxey, Shaun

From: Maxey, Shaun
Sent: Wednesday, April 25, 2018 11:54 AM
To: 'Brooke Justis'
Subject: RE: Application for Permit Idaho Water Right 95-17517

Hi:

I need to have you come by our IDWR office. There is one item on the Minor Subdivision Plat that I need to have you add to the Application in addition to making the corrections.

I'm working extended hours today and tomorrow so I can meet you anytime between 7:15 A.M. and 7 P.M.

Shaun Maxey

Shaun M. Maxey
Sr. Water Resource Agent
Idaho Department of Water Resources, Northern Region
7600 N Mineral DR Suite 100
Coeur d'Alene, ID 83815-7763
Phone (208) 762.2816 /2800
Fax (208) 762.2819
www.idwr.idaho.gov

From: Brooke Justis [mailto:brooke.jason082308@gmail.com]
Sent: Wednesday, April 25, 2018 11:36 AM
To: Maxey, Shaun <Shaun.Maxey@idwr.idaho.gov>
Subject: Re: Application for Permit Idaho Water Right 95-17517

Hi Shaun,

Do you need me to fix the original or can I fix the copy and email it back to you?

Thank you!

Brooke Justis

On Apr 25, 2018, at 11:21 AM, Maxey, Shaun <Shaun.Maxey@idwr.idaho.gov> wrote:

From: Maxey, Shaun
Sent: Wednesday, April 25, 2018 11:04 AM
To: 'brooke-jason082308@gmail.com' <brooke-jason082308@gmail.com>
Subject: Application for Permit Idaho Water Right 95-17517

Mrs. Justis:

I have already spoken with Cheryl and Jason about this. She may call you.

Please have Jason or Brooke telephone me at (208) 762.2816 concerning your water Right Application For Permit.

There is a discrepancy between the legal descriptions shown on the color map and the legal descriptions for Township and Range shown on Page 1 and Page 2 of the Application. This can be fixed easily but I'm prohibited from making the corrections to your Application & Map.

I also need to review the ownership situation on your well location and tax parcel for the place of use.

Shaun Maxey

Shaun M. Maxey
Sr. Water Resource Agent
Idaho Department of Water Resources, Northern Region
7600 N Mineral DR Suite 100
Coeur d Alene, ID 83815-7763
Phone (208) 762.2816 /2800
Fax (208) 762.2819
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<95-17515-MORGAN-JUSTIS-SHARED-WELL.pdf>

<95-17515-MORGAN-JUSTIS-SHARED-WELL-AGREE.pdf>

<95-17515-MORGAN-PARCEL.pdf>

<95-17517 JUSTIS-APP-FOR-PERMIT.pdf>

Maxey, Shaun

From: Maxey, Shaun
Sent: Wednesday, April 25, 2018 11:04 AM
To: 'brooke-jason082308@gmail.com'
Subject: Application for Permit Idaho Water Right 95-17517
Attachments: 95-17515-MORGAN-JUSTIS-SHARED-WELL.pdf; 95-17515-MORGAN-JUSTIS-SHARED-WELL-AGREE.pdf; 95-17515-MORGAN-PARCEL.pdf; 95-17517 JUSTIS-APP-FOR-PERMIT.pdf

Hi:

I have already spoken with Cheryl about this. She may call you.

Please have Jason or Brooke telephone me at (208) 762.2816 concerning your water Right Application For Permit.

There is a discrepancy between the legal descriptions shown on the color map and the legal descriptions for Township and Range shown on Page 1 and Page 2 of the Application. This can be fixed easily but I'm prohibited from making the corrections to your Application & Map.

I also need to review the ownership situation on your well location and tax parcel for the place of use.

Shaun Maxey

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State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N. Mineral Drive, Suite 100 • Coeur d'Alene, Idaho 83815-7763
Phone: (208) 762-2800 • Fax: (208) 762-2819 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

May 8, 2018

JASON G JUSTIS
BROOKE R JUSTIS
8312 N COURCELLES PKWY
HAYDEN, ID 83835

Application For Permit No. 95-17517

Dear Applicants:

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 5/17/2018 and 5/24/2018. 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, May 08, 2018 2:27 PM
To: 'LEGALS@CDAPRESS.COM'
Subject: Application for Permit 95-17515 & 95-17517
Attachments: Legal Notice for 95-17515 & 95-17517.doc

Please publish the enclosed legal notice in the Coeur d'Alene Press on the dates indicated May 17th & May 24th (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 6/4/2018. 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 applications have been filed to appropriate the public waters of the State of Idaho:

95-17515

CHERYL E MORGAN
DWIGHT H MORGAN
PO BOX 1195
WALLACE, ID 83873
Point of Diversion NENW
S17 T50N R03W
KOOTENAI County
Source GROUND WATER
Use: DOMESTIC
01/01 to 12/31 0.04 CFS
Total Diversion: 0.04 CFS
Date Filed: 4/25/2018
Place Of Use: DOMESTIC
T50N R03W S17 NENW NWNW

95-17517

JASON G JUSTIS
BROOKE R JUSTIS
8312 N COURCELLES PKWY
HAYDEN, ID 83835
Point of Diversion NENW
S17 T50N R03W
KOOTENAI County
Source GROUND WATER
Use: DOMESTIC
01/01 to 12/31 0.04 CFS
Total Diversion: 0.04 CFS
Date Filed: 4/25/2018
Place Of Use: DOMESTIC
T50N R03W S17 NENW

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 6/4/2018. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 5/17/2018 and 5/24/2018

Alleman, Tammy

From: Alleman, Tammy
Sent: Tuesday, May 08, 2018 2:48 PM
To: June.Bergquist@deq.idaho.gov
Cc: 'Anna.Moody@deq.idaho.gov'
Subject: Application for Permit 95-17517
Attachments: 95-17517 Application for Permit.pdf

Dear Department of Environmental Quality:

The Department of Water Resources is seeking written comment and/or recommendations from your agency regarding the above referenced water right application. You can find a copy of the application attached to the email and also 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, 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 these applications is June 4, 2018.**

Please contact the Northern Region Office at (208) 772-2800 if you have any questions regarding the application.

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*