

82314

APR 25 2018

FORM 202 REV. 5/16

RECEIVED

APR 23 2018

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
**APPLICATION FOR PERMIT**  
To appropriate the public waters of the State of Idaho

Ident. No. 95-17515

IDWR / NORTH

1. Name of applicant(s) Dwight H. AND Cheryl E. Morgan Phone 208-966-1201  
 Mailing address P.O. Box 1195 City WALACE  
 State ID ZIP 83873 Email CMORGAN2@Frontier.com  
 Name connector (check one): ☐ and ☒ or ☐ and/or  
 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 # |
|-----------------------|-----|-----|----------|-----|-----|-----|----------|--------------|---------------------|
| <del>51N 04W</del>    |     | 17  |          |     | NE  | NW  | KOOTENAI | GROUND WATER | DOO76071            |
| <del>50N 31W</del>    |     |     |          |     |     |     |          |              |                     |
| <del>C- 4/25/18</del> |     |     |          |     |     |     |          |              |                     |

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? 7/21/17; drilling firm HORSELEY DRILLING;  
 well was drilled for (well owner) JUSTIS, JASON G.; Drilling Permit No. \_\_\_\_\_  
JUSTIS, BROOKER.

For Department Use

Received by \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ Preliminary check by \_\_\_\_\_  
 Fee \$ 100.00 Received by ya Receipt No. NO33343 Date 4/23/18

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 |        |
| <u>5th 4th</u> | <u>17</u> |     |    |    |    |    | <u>D</u> | <u>D</u> |    |    |    |    |    |    |    |    |    |    |        |
| <u>5th 2nd</u> |           |     |    |    |    |    |          |          |    |    |    |    |    |    |    |    |    |    |        |
| <u>6th 1st</u> |           |     |    |    |    |    |          |          |    |    |    |    |    |    |    |    |    |    |        |
|                |           |     |    |    |    |    |          |          |    |    |    |    |    |    |    |    |    |    |        |
|                |           |     |    |    |    |    |          |          |    |    |    |    |    |    |    |    |    |    |        |
|                |           |     |    |    |    |    |          |          |    |    |    |    |    |    |    |    |    |    |        |

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

LANDSLAPING

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

Dwight H. Morgan  
Print Name (and title, if applicable)

Signature of Applicant

Cheryl E. Morgan  
Print Name (and title, if applicable)

## Shared Well Water Agreement

This Agreement, made and entered into this 23<sup>rd</sup> 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 15<sup>th</sup> 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 15<sup>th</sup> 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

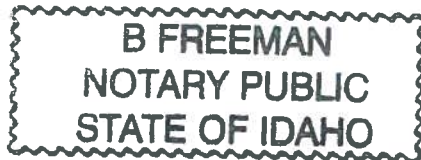
  
Brooke Justis

ACKNOWLEDGMENT

STATE OF IDAHO            )  
                                          : ss.  
County of Bonanza )

On the 23<sup>rd</sup> 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**



- O PLACE of use*
- X WELL DOMESTIC*
-  PLS Sections
-  Taxlots

0 0.035 0.07 0.14 Miles

Tax parcel information provided by Kootenai County.

*50N03W173100*  
*Parcel is being replatted and divided into 3 tax lots.*  
*See 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

RECEIVED

APR 23 2018

IDWR / NORTH

82314

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

## APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

Ident. No. 95-17515

1. Name of applicant(s) Dwight H. AND Cheryl E. Morgan Phone 208-966-1201  
 Mailing address P.O. Box 1195 City WALACE  
 State ID ZIP 83873 Email CMORGAN2@frontier.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:

| Tw  | Rge | Sec | Govt Lot | 1/4 | 1/4 | 1/4 | County   | Source       | Local name or tag # |
|-----|-----|-----|----------|-----|-----|-----|----------|--------------|---------------------|
| 51N | 04W | 17  |          |     | NE  | NW  | KOOTENAI | GROUND WATER | D0076071            |
|     |     |     |          |     |     |     |          |              |                     |
|     |     |     |          |     |     |     |          |              |                     |
|     |     |     |          |     |     |     |          |              |                     |

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)  
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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 D0076071  
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? 7/21/17; drilling firm HORSEY DRILLING;  
 well was drilled for (well owner) JUSTIS, JASON G.; Drilling Permit No. \_\_\_\_\_  
JUSTIS, BROOKER.

For Department Use

Received by \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ Preliminary check by \_\_\_\_\_  
 Fee \$ 100.00 Received by ya Receipt No. N033343 Date 4/23/18

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 |        |
| 51N | 04W | 17  |    |    |    |    | D  | D  |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
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|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |

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)

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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.

Dwight H. Morgan  
 Signature of Applicant  
Dwight H. Morgan  
 Print Name (and title, if applicable)

Cheryl E. Morgan  
 Signature of Applicant  
Cheryl E. Morgan  
 Print Name (and title, if applicable)

## Shared Well Water Agreement

This Agreement, made and entered into this 23<sup>rd</sup> 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:

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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 15<sup>th</sup> 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.

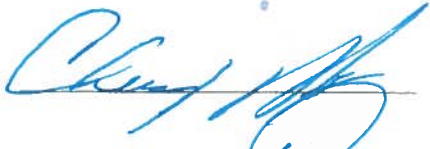
20. That the benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the heirs, successors in title and assigns of the parties hereto.

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

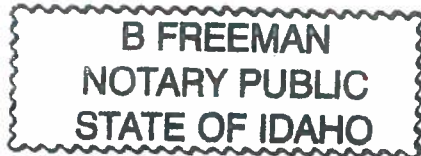
ACKNOWLEDGMENT

STATE OF IDAHO )

County of Coeur d'Alene ) : ss.

On the 23<sup>rd</sup> 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**



- O PLACE of USE*
- X WELL DOMESTIC*
-  PLS Sections
-  Taxlots

0 0.035 0.07 0.14 Miles



Tax parcel information provided by Kootenai County.



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](http://www.idwr.idaho.gov)

C.L. "BUTCH" OTTER  
Governor

GARY SPACKMAN  
Director

May 8, 2018

DWIGHT H MORGAN  
CHERYL E MORGAN  
PO BOX 1195  
WALLACE, ID 83873

Application For Permit No. 95-17515

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

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**From:** Alleman, Tammy  
**Sent:** Tuesday, May 08, 2018 2:49 PM  
**To:** June.Bergquist@deq.idaho.gov  
**Cc:** 'Anna.Moody@deq.idaho.gov'  
**Subject:** Application for Permit 95-17515  
**Attachments:** 95-17515 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](mailto:Tammy.Alleman@idwr.idaho.gov)  
*208-762-2800 Phone*  
*208-762-2819 Fax*

## Alleman, Tammy

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**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 17<sup>th</sup> & May 24<sup>th</sup> (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](mailto: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

## Maxey, Shaun

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**From:** Maxey, Shaun  
**Sent:** Tuesday, April 24, 2018 6:48 PM  
**To:** 'CMORGAN2@FRONTIER.COM'  
**Subject:** Application for Permit Idaho Water Right 95-17515  
**Attachments:** 95-17515-MORGAN-APP-and-MAP.pdf; 95-17515-MORGAN-JUSTIS-SHARED-WELL.pdf; 95-17515-MORGAN-JUSTIS-SHARED-WELL-AGREE.pdf; 95-17515-MORGAN-PARCEL.pdf

Hi:

Please have Dwight or Cheryl telephone me tomorrow 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  
[www.idwr.idaho.gov](http://www.idwr.idaho.gov)

## CONVERSATION MEMO

OV- Office Visit   T-Telephone   M-Meeting   O- Other

TO   Right No. 45-17515

FROM Shaun MAXEY

☐ OV ☒ T ☐ M ☐ Other E-mail DATE 4/24/18 WITH Dwight or Cheryl MORGAN  
Sent e-mail notice notifying Applicants that their  
legal descriptions for Point of Diversion and Place  
of Use aren't in agreement with the Application  
Map.

☐ OV ☒ T ☐ M ☐ Other \_\_\_\_\_ DATE 4/25/18 WITH Cheryl MORGAN  
Telephoned Mrs. Morgan to discuss e-mail. Cheryl  
Morgan or Dwight Morgan will visit DWR to  
correct their Application. They will also notify  
Jason &/or Brooke Justis that the Justis Application  
requires the same corrections.

☐ OV ☐ T ☐ M ☐ Other \_\_\_\_\_ DATE \_\_\_\_\_ WITH \_\_\_\_\_

☐ OV ☐ T ☐ M ☐ Other \_\_\_\_\_ DATE \_\_\_\_\_ WITH \_\_\_\_\_