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OCT 22 2013

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Ident. No. 84-12281

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant(s) John, Sandy Wyatt
Jerry, Lynda Mooers Phone 208 746-4264
Name connector (check one): ☒ and ☐ or ☐ and/or
- Mailing address: 3457 EIKS DR City Lewiston
State ID Zip 83501 Email: Mooers15@8.com
2. Source of water supply Ground Water which is a tributary of n/a
3. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	¼	¼	¼	County	Source	Local name or tag #
37N	05E	3			NW	SE	Clearwater	ground water	

4. Water will be used for the following purposes:

Amount 0.06 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)

5. Total quantity to be appropriated is (a)
- 0.06
- cubic feet per second (cfs) and/or (b) _____ acre-feet per year (af).

6. Proposed diverting works:

- a. Describe type and size of devices used to divert water from the source. Pipe 3/4 inch
- 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 11.
For dams 10 feet or more in height OR reservoirs with a total 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 100 feet.
- d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☒ No
- e. If well is already drilled, when? ?; drilling firm ?
Well was drilled for (well owner) ?; Drilling Permit No. _____

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

- a. Hydropower; show total feet of head and proposed capacity in kW. _____
- b. Stockwatering; list number and kind of livestock. _____
- c. Municipal; show name of municipality or the applicant's qualifications as a municipal provider. _____
- d. Domestic; show number of households Domestic use for 2 cabins
- e. Other; describe fully. _____

8. 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	
37N	05E	3														D			

Total number of acres to be irrigated: _____

9. 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? water of small lawn, garden and flowers

10. a. Who owns the property at the point of diversion? Bruce Schults (Don Imel)
- b. Who owns the land to be irrigated or place of use? _____
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: _____

11. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. _____
- _____
- _____
- _____
- _____

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

13. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map clearly identifying the proposed point of diversion, place of use, section #, township & range. A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.

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.

Jerry Mooers & Lynda Mooers
 Signature of Applicant
Jerry Mooers Lynda Mooers
 Print Name (and title, if applicable)

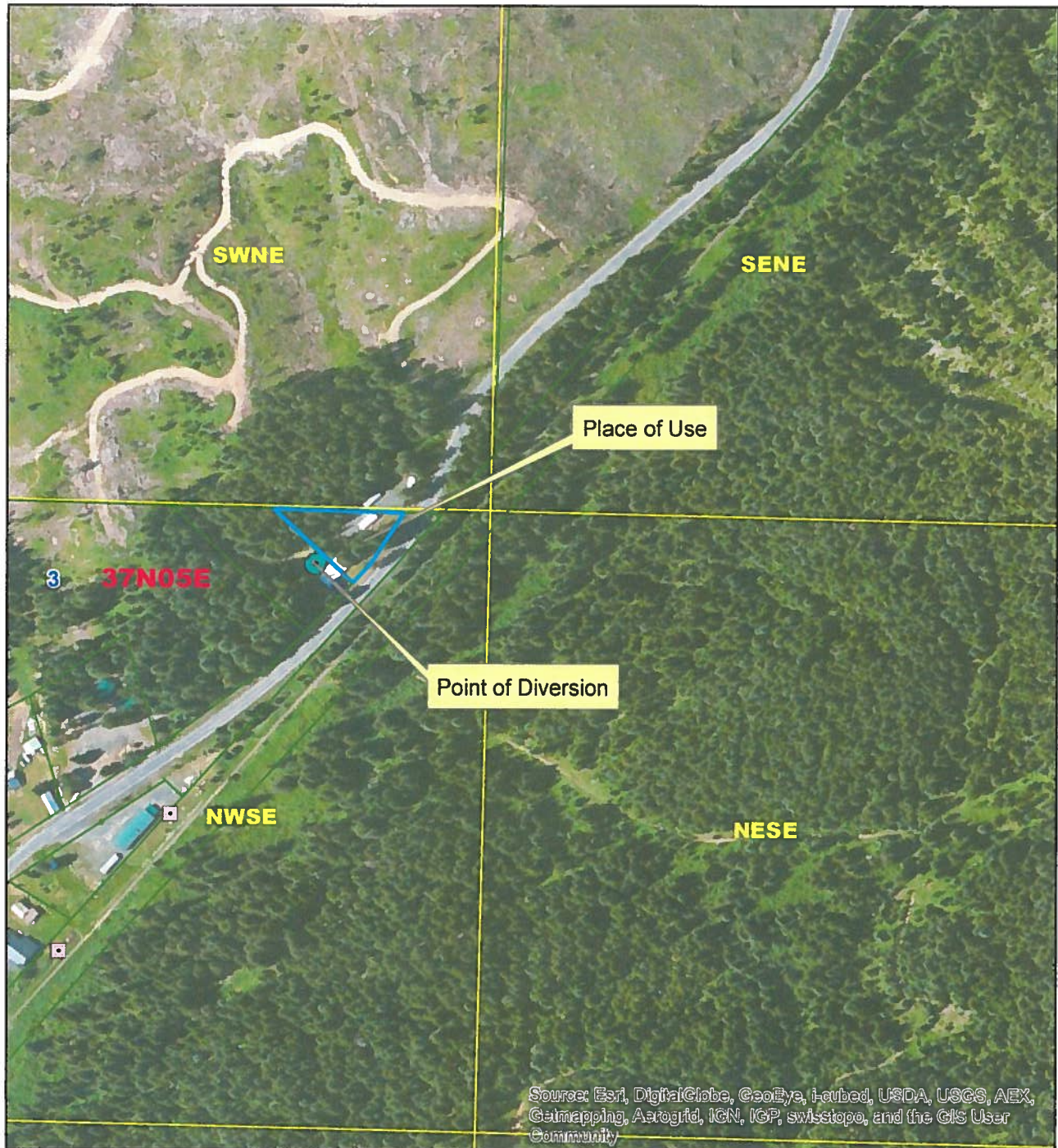
John R Wyatt & Sandra Wyatt
 Signature of Applicant
John R Wyatt Sandra Wyatt
 Print Name (and title, if applicable)

For Department Use:

Received by AS Date 10/22/13 Time _____ Preliminary check by AS

Fee \$ 100.00 Received by _____ Receipt No. N018272 Date _____

Applicaition for Permit Map



0 210 420 840 1,260 1,680 Feet



WELL AND SEPTIC SYSTEM SHARING AGREEMENT

THIS WELL AND SEPTIC SYSTEM SHARING AGREEMENT is by and between DONALD M. IMEL, a single man, as "SELLER", and GERALD L. MOOERS and LYNDIA D. MOOERS, husband and wife, and JOHN R. WYATT and SANDRA J. HAENER, husband and wife, as "BUYERS",

WITNESSETH:

WHEREAS, Seller was the owner of an approximately 1.52-acre parcel of property in Clearwater County, Idaho, and

WHEREAS, Buyers rented the northeasterly .5-acre portion of the property as sites for two (2) cabins, one occupied by Mooers and one occupied by Wyatt and Haener, and

WHEREAS, Buyers have, of even date herewith, purchased the northeasterly .5-acre portion of Seller's entire tract, which purchased portion is hereinafter referred to as "Buyers' Property", and is described as follows, to wit:

A parcel of land in the Northwest one-quarter of the Southeast one-quarter of Section 3, Township 37 North, Range 5 East, Boise Meridian, County of Clearwater, State of Idaho, more particularly described as follows:

Commencing at the center East one-sixteenth corner, the Northeast corner of said Northwest one-quarter of the Southeast one-quarter of said Section 3, marked by an aluminum capped B.L.M. monument; thence North 89°53'50" West along the North line of said Northwest one-quarter of the Southeast one-quarter, a distance of 189.42 feet to the Westerly right of way line of Idaho State Highway "11" marked by a rebar being the True Point of Beginning; thence South 31°42'36" West along said Westerly right of way line, a distance of 132.28 feet to a rebar; thence continuing along said Westerly right of way line, South 42°00'00" West a distance of 54.00

feet to a rebar; thence North 48°00'00" West a distance of 228.89 feet to the North line of said Northwest one-quarter of the Southeast one-quarter marked by a rebar; thence South 89°53'50" East along said North line, a distance of 275.77 feet to the True Point of Beginning,

and

WHEREAS, Seller's remaining parcel, hereinafter referred to as "Seller's Remaining Property", is more particularly described as follows:

A parcel of land in the Northwest one-quarter of the Southeast one-quarter of Section 3, Township 37 North, Range 5 East, Boise Meridian, County of Clearwater, State of Idaho, more particularly described as follows:

Commencing at the center East one-sixteenth corner, the Northeast corner of said Northwest one-quarter of the Southeast one-quarter of said Section 3, marked by an aluminum capped B.L.M. monument; thence North 89°53'50" West along the North line of said Northwest one-quarter of the Southeast one-quarter, a distance of 465.19 feet to a point being the True Point of Beginning; thence North 89°53'50" West along the North line of the Northwest one-quarter of the Southeast one-quarter a distance of 215.63 feet; thence South 48°00'00" East a distance of 389.40 feet to a point on the northwesterly right of way line of Idaho State Highway "11"; thence North 42°00'00" East along said right of way line of said highway a distance of 144.00 feet; thence North 48°00'00" West a distance of 228.89 feet to the True Point of Beginning,

and

WHEREAS, the well which provides domestic water to both Buyers' Property and Seller's Remaining Property is located on Seller's Remaining Property approximately as shown on Attachment 1, attached hereto, and

WHEREAS, the septic system, including the septic tank and drain field which serves both Seller's Remaining Property and Buyers' Property is located on

Seller's Remaining Property approximately as shown on Attachment 1, attached hereto, and

WHEREAS, as part of the sale transaction, Seller has transferred to Buyers a one-half (1/2) of Water Right 84-10636, which permits Seller to take .04 CFS of water from the well located on Seller's Remaining Property, and

WHEREAS, the parties hereto enter into this Agreement to provide for the sharing of the water and septic systems and to create necessary easements,

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. The parties acknowledge that each of them own a one-half (1/2) interest in the water right now described as Water Right No. 84-10636 to take .04 CFS of water from the well on Seller's Remaining Property for domestic use on both Seller's Remaining Property and Buyers' Property. As a part of the purchase transaction, such one-half (1/2) interest, or a water right interest in .02 CFS of water from the well on Seller's Remaining Property, is being transferred to Buyers. Each of the parties agree that each party shall be entitled to take one-half (1/2) of the water from said well.

2. The cost of power for the operation of pump at the well site shall be paid one-half (1/2) by Seller and one-half (1/2) by Buyers. The cost of repair, maintenance and replacement of the well, pump, power source and other well equipment shall be paid one-half (1/2) by Seller and one-half (1/2) by Buyers. The cost of repair or replacement of the waterline extending from the well located on Seller's Remaining Property to the

facilities and improvements located on Buyers' Property where the water is used shall be the sole responsibility of Buyers and the cost of repairing, maintaining and replacing the water lines extending from the well to the improvements and facilities where the water is used on Seller's Remaining Property shall be the sole responsibility of Seller.

3. Seller does hereby grant unto Buyers a permanent easement ten (10) feet in width for the installation, maintenance, repair and replacement of the Buyers' water line extending from the well on Seller's Remaining Property to Buyers' Property which water line is located generally as shown on Attachment 1, together with the right to go in and upon Seller's Remaining Property to repair, maintain and replace said water line and to repair, maintain and replace the well, pump and equipment. Buyers grant unto Seller, his heirs, devisees, successors and assigns, an easement to go in and upon Buyers' Property for the purpose of repairing, replacing and maintaining the power line extending across Buyers' Property to the well site.

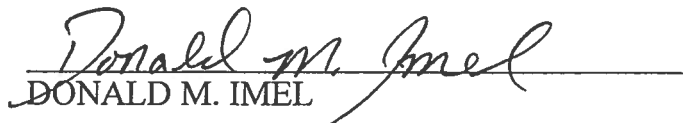
4. Seller does hereby grant unto Buyers the right to use the existing septic system located on Seller's Remaining Property to provide sewer service for the two (2) cabins located on Buyers' Property. Seller does further grant unto Buyers a permanent easement ten (10) feet in width to install, repair, maintain and replace a sewer line from the two cabins located on Seller's Remaining Property to the septic system, which sewer line is located generally as shown on Attachment 1, together with the right to go in and upon Seller's Remaining Property for the purpose of repairing, maintaining and replacing that sewer line and the septic system located on Seller's Remaining Property.

5. Buyers shall be responsible for the cost of maintaining, repairing and replacing their sewer line on Seller's Remaining Property, but Seller and Buyers shall each pay one-half (1/2) of the cost of maintaining, repairing and replacing the septic system located upon Seller's Remaining Property, provided that, if Buyers discontinue their use of the septic system on Seller's Remaining Property, Buyers' obligation to pay one-half of the cost of maintaining, repairing and replacing the septic system shall terminate.

6. Notwithstanding the foregoing, if the well, pump or well equipment or the water line belonging to a party or the septic system or the sewer line belonging to a party are damaged through the negligent or wrongful act of the other party, their invitees, agents or contractors, the party causing that damage or whose invitees, agents or contractors caused that damage shall be responsible for the repair and/or replacement of the items so damaged.

7. The rights and obligations of each party under this Agreement shall run with the land, shall benefit and burden the respective properties of each of the parties and shall extend to, be binding upon and be enforceable by or against the heirs, devisees, successors and assigns of the respective parties of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals
this 4th day of April 2007.


DONALD M. IMEL

SELLER

Gerald Mooers
GERALD L. MOOERS

Lynda D Mooers
LYNDA D. MOOERS

John R Wyatt
JOHN R. WYATT

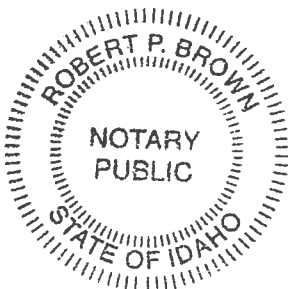
Sandra J Haener
SANDRA J. HAENER

BUYERS

STATE OF IDAHO)
: ss.
County of NEZ PERCE)

On this 4th day of April 2007, before me, a notary public, personally appeared DONALD M. IMEL, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

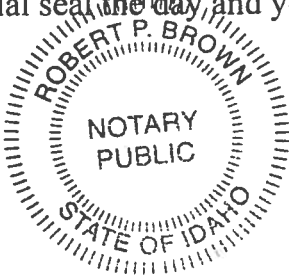


Robert P. Brown
Notary Public in and for the State of Idaho
Residing at Lewiston
My Commission Expires: 11/04/09

STATE OF IDAHO)
: ss.
County of NEZ PERCE)

On this 4th day of April 2007, before me, a notary public, personally appeared GERALD L. MOOERS and LYNDIA D. MOOERS, husband and wife, known or identified to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

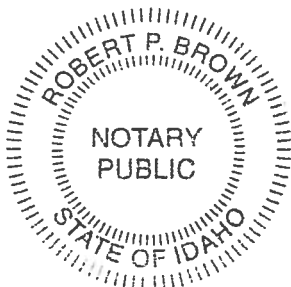


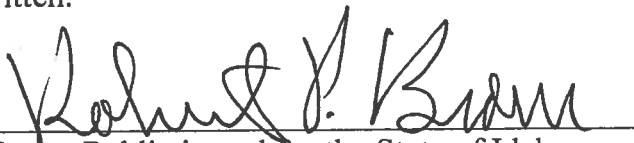

Notary Public in and for the State of Idaho
Residing at Lewiston
My Commission Expires: 11/04/09

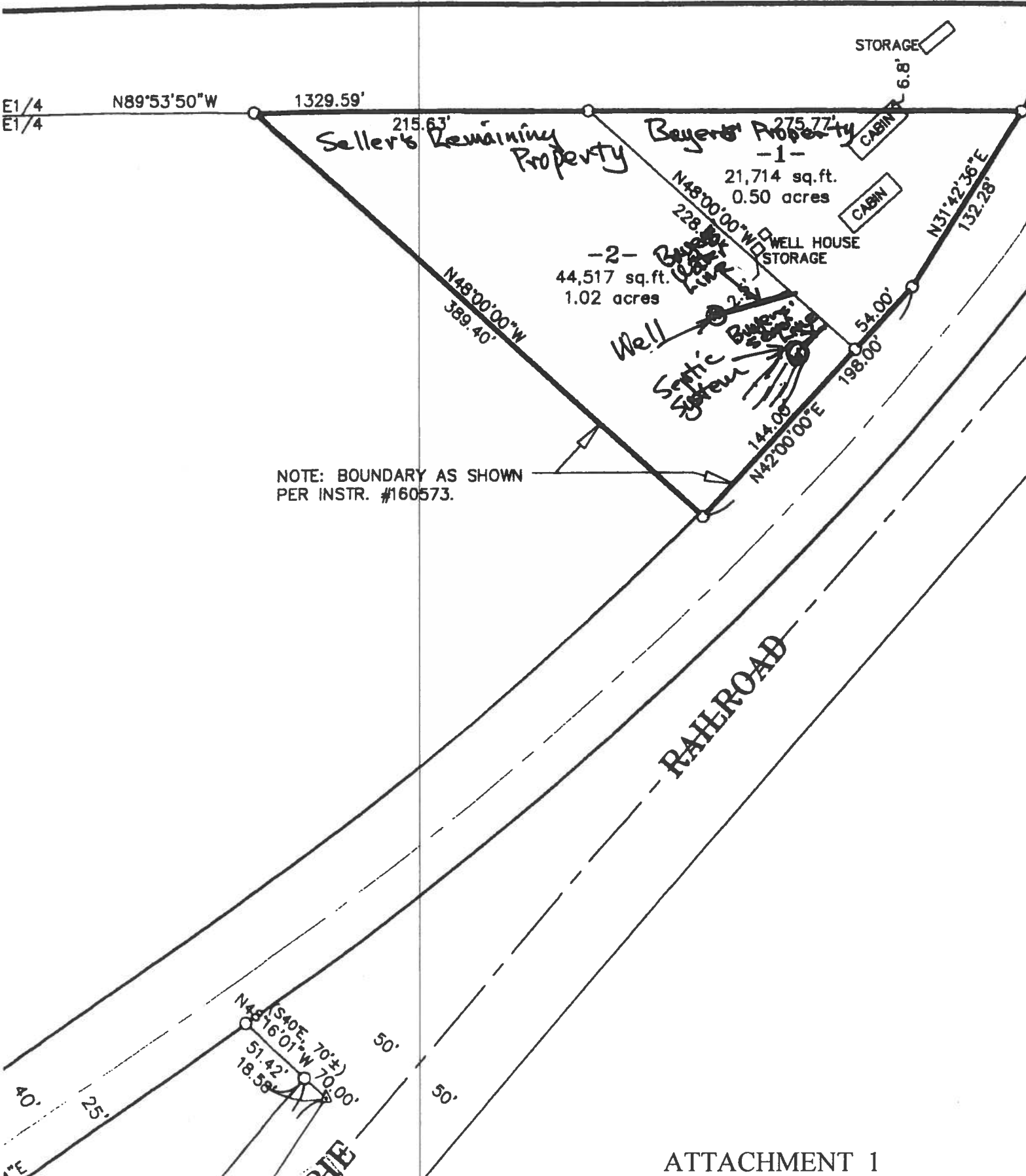
STATE OF IDAHO)
: ss.
County of NEZ PERCE)

On this 4th day of April 2007, before me, a notary public, personally appeared JOHN R. WYATT and SANDRA J. HAENER, husband and wife, known or identified to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.




Notary Public in and for the State of Idaho
Residing at Lewiston
My Commission Expires: 11/04/09



Ball, Dianne

From: Ball, Dianne
Sent: Tuesday, December 17, 2013 10:49 AM
To: Legal Notices-Clearwater Tribune
Subject: Application for Permit No. 84-12281
Attachments: LegalNotice 12-17-13 CT 84-12281.doc

Good morning, Andrea,

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you can't publish the notice on the proposed dates, please contact us immediately.

Please send a proof/preview copy for my review before this actually goes to press. It's as close to press ready as I can get it – for 2-column, 9 pt. and Times New Roman (I don't have the plain Times font available on my computer).

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 1/6/2014. Your cooperation is, as always, greatly appreciated.

Thanks for the super work you do in making my legals look great.

Have a marvelous rest of the day.

Dianne Ball

Administrative Assistant
Idaho Department of Water Resources
7600 N Mineral Dr., Ste. 100
Coeur d'Alene, ID 83815
208-762-2800 Fax 208-762-2819

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

84-12281

GERALD L MOOERS

LINDA D MOOERS

JOHN R WYATT

SANDY WYATT

3457 ELKS DR

LEWISTON, ID 83501

Point of Diversion NWSE S3 T37N R05E CLEARWATER CO

Source GROUND WATER

Use: DOMESTIC 01/01 to 12/31 0.06 CFS

Total Diversion: 0.06 CFS

Date Filed: 10/22/2013

Place of Use: DOMESTIC T37N R05E S3 NWSE

Domestic use is for 2 homes.

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 Mineral Drive, Suite 100, Coeur D' Alene ID 83815 together with a protest fee of \$25.00 for each application on or before 1/6/2014 9:27:05 AM. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 12/19/2013 and 12/26/2013



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region, 7600 Mineral Drive, Suite 100, Coeur d'Alene, Idaho 83815

Phone: (208) 762-2800 FAX: (208) 762-2819 www.idwr.idaho.gov

December 17, 2013

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

GERALD L MOOERS
LINDA D MOOERS
3457 ELKS DR
LEWISTON, ID 83501

JOHN R WYATT
SANDY WYATT
3457 ELKS DR
LEWISTON, ID 83501

Application For Permit No. 84-12281

Dear Applicant(s):

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 CLEARWATER TRIBUNE on 12/19/2013 and 12/26/2013. 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 cursive script that reads "Gregory J. Taylor".

Greg J. Taylor
Stream Channel Protection Specialist

To Whom It May Concern 10/21/13

We have all ready paid one hundred ^{dollars} for our
water rights and would like them applied to our
new application receipt #N018272.

Thank You

Jerry and Lynda Mooers

John and Sandy Wyatt

Saxton, Craig

From: Saxton, Craig
Sent: Tuesday, October 15, 2013 12:50 PM
To: 'mooers15@q.com'
Subject: Application for permit for Domestic Water Right
Attachments: Application_for_Permit (Mooers).pdf

Dear Ms. Mooers,

Per our conversation I am attaching a partially completed application for permit. Mainly the part I have helped with is the legal description for the place of use and point of diversion as well as the diversion rate. This is your application so it is important that you review the application.

Diversion rate: A standard diversion rate for a single domestic home with up to ½ irrigation is 0.04 cfs: 0.02 cfs for the internal home use and 0.02 for the ½ acre of lawn irrigation. So with two homes = (2 homes at 0.02 cfs)+(0.02 for ½ acre of irrigation) = 0.06 cfs

0.02 cubic feet per second (cfs) = 9 gallons per minute (gpm)

If you want to file the application for all three structures the well serves, you might want to enter in 0.08 cfs. If you irrigate more than ½ acre between the two homes you will need to file for an Irrigation purpose of use as well.

Keep in mind that if you know your well capacity is less than 0.06 cfs, you will want to enter that amount into your application for permit. IDWR will be limited to issuing a license to what can actually be diverted.

When you are ready, you can submit the application to the Northern Region office at:

IDWR – NORTHERN REGION
7600 N MINERAL DR SUITE A
COEUR D'ALENE ID 83815

We spoke about the fees on the phone. When the change of ownership was filed in 2007, \$100 filing fee was paid by Clements, Brown & McNichols, and is recorded with IDWR under receipt No. N018272. You indicated that you might want to apply that fee to the new application for permit rather than having it refunded. I told you that I would hold off on requesting the fee be refunded. At this time, I will not take action to initiate a refund. You will need to either notify me to request a refund or submit a request to apply the funds to the application when the new application is submitted.

Please feel free to contact me if you have any questions.

Respectfully,

Craig L. Saxton
craig.saxton@idwr.idaho.gov
208.287.4916

Links:

Water right forms page: <http://www.idwr.idaho.gov/RulesStatutesForms/WaterRights/WaterRightForms.htm>

Application for permit instructions:

[http://www.idwr.idaho.gov/RulesStatutesForms/WaterRights/PDFs/App Permit Instructions.pdf](http://www.idwr.idaho.gov/RulesStatutesForms/WaterRights/PDFs/App%20Permit%20Instructions.pdf)