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SEP 04 20
DEPARTMENT OF WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
STATEMENT OF COMPLETION
FOR SUBMITTING PROOF OF BENEFICIAL USE

FOR OFFICE USE ONLY
Amt. of Fee \$: 50.00
Receipt No. N029468
Receipt By: sb
Date Received: 8/28/12

The Idaho Department of Water Resources considers this form a statement by the permit holder(s) that development of a water right has been **completed** and that water has been applied to beneficial use to the extent described below. **This form must be accompanied by an examination fee, when necessary, or by a completed Beneficial Use Field Report prepared by a certified water right examiner.** Please refer to the instructions and fee schedule for this form. If ownership of the permit has changed, please contact any Department office or visit the Department's website at: www.idwr.idaho.gov for an Assignment of Permit form. If you wish to relinquish your permit because you have not established the authorized use of the water and are not applying for an extension, please notify the Department in writing.

- Permit No.: 95-15146 Telephone No.: 208-664-4040
- Name of Permit Holder(s): McLean Meadows
- Mailing Address: 3507 Buckskin Rd. City: Coeur d'Alene
State: Id Zip: 83815 Email: gmncda@live.com
- Source of Water: ground If **GROUND WATER** (well), Date Drilled: mo. 8 / yr. 1998
Well Driller: United Drilling Inc. Drilling Permit Number: D 5157
- Extent of use(s) completed (as authorized by the water right permit):
Domestic (No. of households): 5 Stockwater (No. and type of stock): 20 head, mixed
Irrigation (No. of acres): 3.5 Other: _____
- Total rate of diversion or storage volume for which proof is submitted: 0.11 cfs OR _____ acre-feet.
- Compliance with a measuring device requirement, lockable controlling device requirement, and/or other conditions of permit: **Refer to the approval conditions on your permit and respond accordingly. The Department will not issue a license if permit conditions are not met.**

Measuring Device: Is a measuring device required?

Yes ☐ No ☒

If yes, has the measuring device been installed?

Yes ☐ No ☐

Lockable Controlling Device: Is a lockable device required to control the diversion?

Yes ☐ No ☒

If yes, has the lockable device been installed?

Yes ☐ No ☐

Other Conditions of Permit: Do the approval conditions on your permit require you to submit additional information in connection with your proof of beneficial use? If yes, list the conditions below and attach documents with the required information.

well agreement attached Completed? Yes ☒ No ☐

- Fee Enclosed: \$ 50.00 See fee schedule on back of the instructions for filing proof of beneficial use. Proofs filed without an appropriate fee, will be considered incomplete.

- Person to contact to accompany the Department representative during field examination of the water system.

Name: Gregory M. Nearpass Telephone Number: 208-664-4040

Mailing Address: 3507 Buckskin Rd City: Coeur d'Alene

State: Id Zip: 83815 Email: gmncda@live.com

The information given on this form is my true statement of the extent to which the above numbered permit has been developed and water has been diverted and applied to a beneficial use. I understand that any undeveloped portion of the permit is relinquished to the State of Idaho.

Signature of permit holder: G M Nearpass Date: 10-10-11
(Include your title, if on behalf of company or organization)

Mail to: Idaho Department of Water Resources, PO Box 83720, Boise, ID 83720-0098

COPYIDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

Office Use Only			
Inspected by _____			
Twp _____	Rge _____	Sec _____	
_____ 1/4	_____ 1/4	_____ 1/4	
Lat: : : _____		Long: : : _____	

1. WELL TAG NO. D5157

DRILLING PERMIT N _____

Other IDWR No _____

2. OWNER:Name Greg NearpassAddress 3507 Buckskin RDCity Coeur d'AleneState IDZip 83815**3. LOCATION OF WELL by legal description:**

N		Twp <u>48N</u>	North ☒ or South ☐
Rge <u>04W</u>		East ☐ or West ☒	
Sec <u>04</u>		<u>1/4</u> NW <u>1/4</u> NE <u>1/4</u>	
10 Ac		40 Ac	160 Ac
Gov't Lot _____		County <u>Kootenai</u>	
Lat _____		Long _____	

Address of Well Site: (see next line)

95 to Rockford Bay Rd to Loffs Bay Rd - Lot #11 City Coeur d'AleneLot _____ Blk lot 9 Sub. Name (see next line) _____**4. USE:**☒ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation
☐ Thermal ☐ Injection ☐ Other _____**5. TYPE OF WORK check all that apply** (Replacement etc.)☒ New Well ☐ Modify ☐ Abandonment ☐ Other _____**6. DRILL METHOD**☐ Air Rotary ☐ Cable ☐ Mud Rotary ☐ Other _____**7. SEALING PROCEDURES**

SEAL/FILTER PACK			Amount	Method
Material	From	To	Sacks/Lbs	
Bentonite	0	18	15 sacks	pour in

Drive Shoe Used? ☐ Y ☒ N Shoe Depth(s) _____Drive Shoe Seal Tested? ☐ Y ☒ N How? _____**8. CASING/LINER**

Diam	From	To	Gauge	Material	Casng	Liner	Weld	Thrded
6"	2	201	0.025	Steel	☒	☐	☒	☐
					☐	☐	☐	☐
					☐	☐	☐	☐

Length Headpipe _____ Length Tailpipe _____

9. PERFORATIONS/SCREENS☐ Perforations? Method _____☐ Screens? Screen Type _____

From	To	Slot	Nmbr	Diam	Material	Casng	Liner
						☐	☐
						☐	☐
						☐	☐

10. STATIC WATER LEVEL or ARTESIAN PRESSURE160 ft. below ground. Artesian pressure _____ lb.Depth flow encountered 196 ft. Describe access port orcontrol devices: Steel cap welded**11. WELL TESTS:**☐ Pump☐ Bailer☒ Air☐ Flowing Artesian

Yield gal./min.	Drawdown	Pump Level	Time
18	100%	259	1 hr.

Water Temp. _____ cold

Bottom hole temp. _____ cold

Water Quality test or comments: (below) Depth first Water Encountered 83

clear, cold, no smell

12. LITHOLOGIC LOG (Describe repairs or abandonment)

Bore Diam	From	To	Remarks: Lithology, Water Quality and Temperature	Water	
				Y	N
8	0	2	Topsoil	☐	☐
8	2	24	Clay - brown	☐	☐
8	24	65	Basalt - black - medium	☐	☐
8	65	83	Clay - brown - medium	☐	☐
8	83	105	Sand with quartz & gravel	☐	☐
8	105	130	Clay - black - medium	☐	☐
8	130	170	Clay - orange - medium	☐	☐
8	170	178	Heaving sand & silt - orange/gray	☐	☐
8	178	190	Clay - orange - medium	☐	☐
8	196	201	Basalt - black - soft	☐	☐
			water on top of basalt layer - 8 gpm	☐	☐
8	201	250	Basalt - black - hard	☐	☐
6	250	253	Basalt - black - soft - 10 gpm	☐	☐
6	253	260	Basalt - black - hard	☐	☐

Completed Depth 260 (Measurable)Date: Started 8/3/98 Completed 8/4/98**13. DRILLERS CERTIFICATION**

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Firm United Drilling Inc.
Name _____Firm No 414Firm Official _____
and _____Date 8/6/98Supervisor or Operator Jason C. BeckhamDate 8/6/98

COPY

WATER WELL EASEMENT AND AGREEMENT

For A Portion Of McLean Meadows

THIS INSTRUMENT made and entered into this //th day of April, 2006, by and between the ESTATE OF MARIANA NEARPASS, Gregory M. Nearpass, personal representative, hereafter referred to as "NEARPASS," of 3507 Buckskin Road Coeur d'Alene, ID 83815 and EUGENE GULICK of 1087 Queen Mary Way, Queen Valley, Az 85218 (hereinafter referred to as GULICK) and is based upon the following:

1. NEARPASS is the owner of the following described property:

Lot 6, Block 1, McLean Meadows, according to the plat thereof recorded as Instrument No. 1508577, in Book G of Plats, Page 493, 493A and 493B, records of the County Recorder, Kootenai County, Idaho (Hereinafter referred to as "Lot 6").

Lot 9, Block 1, McLean Meadows, according to the plat thereof recorded as Instrument No. 1508577, in Book G of Plats, Page 493, 493A and 493B, records of the County Recorder, Kootenai County, Idaho (Hereinafter referred to as "Lot 9").

Lot 10, Block 1, McLean Meadows, according to the plat thereof recorded as Instrument No. 1508577, Book G of Plats, Page 493, 493A and 493B, records of the County Recorder, Kootenai County, Idaho (Hereinafter referred to as "Lot 10").

Lot 11, Block 1, McLean Meadows, according to the plat thereof recorded as Instrument No. 1508577, Book G of Plats, Page 493, 493A and 493B, records of the County Recorder, Kootenai County, Idaho (Hereinafter referred to as "Lot 11").

2. GULICK is the owner of the following described parcel of real property:

Lot 5, Block 1, McLean Meadows, according to the plat thereof recorded as Instrument No. 1508577, Book G of Plats, Page 493, 493A and 493B, records of the County Recorder, Kootenai County, Idaho (Hereinafter referred to as "Lot 5").

3. A water well has been drilled which is located on Lot 9 (the water well) and a water transmission line from the water well has been installed over, across and under Lots 9, 10, 11 and 6 to connect the water well to a water storage tank located on Lot 6 and secondary

DANIEL J. ENGLISH 10P I 2024650000
KOOTENAI CO. RECORDER Page 1 of 10
AAA Date 04/11/2006 Time 15:40:06
REC-REQ OF GREGORY NEARPASS
RECORDING FEE: 30.00
2024650000 DE 10

water transmission lines have been installed on the said lots to provide domestic water from the water storage tank to all of the parcels of real property described herein. A schematic showing the location of the water well, the water transmission line, the water tank and the secondary water transmission lines is attached hereto as Exhibit A and is incorporated herein by reference.

4. In order to facilitate the use of the water well, water tank and water transmission line, the parties hereto have agreed to mutually and equitably share the costs of maintaining and repairing the water well, water tank and water transmission line.
5. It is necessary that this Agreement be made a matter of record to establish the rights, interest, and further responsibilities as it concerns the maintenance, repair, and use of the water well, water tank and water transmission line for the owners of the real property described herein.

NOW, THEREFORE, IT IS HEREBY ESTABLISHED as follows:

6. **WATER WELL:** The water well located on Lot 9, and the water produced thereby, shall be used for the sole and exclusive use of the real property described herein. The water system cannot be expanded to other properties or other uses not provided for by this Agreement without the prior written consent of all of the owners of the real property described herein.
 - a. The owner of each parcel of real property described herein is a one-fifth (1/5) owner of the water well and each owner shall be entitled to an undivided one-fifth (1/5) interest in the water well and all water produced by the water well.
 - b. In the event there is any shortage of water which requires any rationing and/or limitations to be placed on the water well, the same shall be proportionate to said ownership.
7. **GRANTS OF WELL AND WATER TRANSMISSION EASEMENTS:**
 - a. NEARPASS hereby bargains, sells, conveys, reserves and dedicates to the current and future owners of Lots 5, 6, 10 and 11 an easement fifty feet (50') in diameter, as measured from the center point of the water well located on Lot 9.
 - i. Said easement shall be for all uses associated with the development, use,

- inspection and maintenance of a water well, including but not limited to the placement, maintenance, inspection, repair, redrilling, drilling and repair of the water well and its associated components, and for the construction, installation and maintenance of any water transmission lines, well houses and/or utility lines on, over, across and under Lot 9.
- ii. None of the parties to this agreement nor their successors or assigns shall place any material nor conduct any activity within the easement area that would cause potential contamination of the water well.
 - iii. NEARPASS hereby agrees that any septic system placed upon Lot 9 shall be located, at a minimum, one hundred feet (100.00') from the center point of said pre-existing water well.
- b. NEARPASS further bargains, sells, conveys, reserves and dedicates to the current and future owners of Lots 5, 6, 10 and 11, an ingress, egress and utility easement fifteen feet (15') wide over, across and under Lot 9.
- i. Said easement shall be for all uses associated with the development, use, inspection, repair and maintenance of a water well and water transmission lines, including but not limited to the placement, maintenance, inspection, repair of the water well, water transmission lines and associated components of a water well and water transmission lines.
- c. NEARPASS further bargains, sells, conveys, reserves and dedicates to the current and future owners of Lots 5, 6, 9, 10 and 11, an ingress, egress and utility easement for the installation, maintenance and repair of all existing water transmission lines running to and from the water storage tank located on Lot 6 that traverse Lots 6, 9, 10 and 11. Said easement shall be appurtenant to all of the parcels of real property described herein. Said easement shall be located as currently constructed and as generally depicted in the schematic marked as Exhibit "A" and shall be five (5) feet in width on either side of the installed water line, for a total of ten (10) feet in width.
- i. Said easement shall be for all uses associated with the development, use,

Inspection repair and maintenance of a water well and water transmission lines, including but not limited to the placement, maintenance, inspection and repair of the water transmission lines and associated components.

- d. NEAPASS and GULICK bargain, sell, convey, reserve and dedicate to the current and future owners of Lots 5, 6, 9, 10 and 11, an ingress, egress and utility easement over said lots for the installation, inspection, maintenance and repair of an existing water transmission line that connects the main water transmission line to the existing water meter boxes currently located on each of the lots described herein.
 - e. NEARPASS further bargains, sells, conveys, reserves and dedicates to the current and future owners of Lots 5, 6, 9, 10 and 11, and ingress, egress and utility easement for the placement, installation, repair, inspection and maintenance of and existing water storage tank located on Lot 6. Said easement shall be appurtenant to all of the parcels of real property described herein.
 - f. The easement provided for herein shall be located as generally depicted in the schematic marked as Exhibit "A".
 - i. The water transmission line easement shall be five feet (5.00') in width on either side of the installed water line for a total of ten feet (10.00') in width for said water lines.
 - ii. The water storage tank easement shall be forty feet (40.00') in diameter as measured from the center point of the existing water storage tank.
 - iii. Said easement shall be for all uses associated with the development, use, inspection, repair and maintenance of a water well and water storage transmission lines, including but not limited to the placement, installation, inspection, maintenance and repair of water transmission lines, water storage tanks and associated components.
8. **MAINTENANCE COSTS:** All costs for the maintenance and repair of the water well

and any **shared** water transmission lines, components or structures shall be the joint and equal responsibility of all of the Users of the system.

- a. The term "User" shall be defined as any owner of any parcel of real property described herein who constructs a permanent and/or temporary residence or other facilities for the use of water on the that person's respective parcel of real property. Once use of the water has started, the User's responsibility for payment of costs will continue in perpetuity.
 - b. Each User shall be solely responsible for the maintenance and repair of that Users' individual water transmission line and associated individual water transmission/supply components, including but not limited to the installation and repair of any individual water meter.
9. **ELECTRICITY:** All electricity for the water well and water distribution lines shall be apportioned equally by the Users. To facilitate this cost appropriation, a separate and dedicated electrical line and meter shall be installed by the Users.
- a. All electricity passing through said electrical line and meter shall be used solely for the production of water from the water well for the operation of any incidental appliances necessary for the production of water, including but not limited to any electrical heaters or electrical lights for any well house constructed at the water well site.
 - b. Said electrical meter and electrical line has been previously installed by NEARPASS.
 - c. Each User shall be responsible for their respective share of the electrical charges for the water supply system's electrical consumption. To facilitate this cost sharing, each User shall, at their own expense, install a functioning water meter on that User's respective individual water supply transmission line. Each User then will be responsible for the electrical usage for that User's actual water consumption. The individual User's share of the electrical costs shall be calculated based upon the electrical costs for supplying one gallon of water.
 - i. No water shall be diverted from the water well until the User diverting

said water has installed a working and functional water meter on that User's individual water transmission line.

10. **HOOKUP COSTS:** All costs to hook onto the water system shall be borne by the individual Users. Any costs for the continued maintenance and repair of an Users' exclusive water transmission line shall be the responsibility of the individual User.
 - a. All present and future Users understand that as of the time of the making of this agreement, the water storage tank located on Lot 6 referenced herein has a three thousand gallon (3,000.00) capacity and that all water currently available to be supplied to each of the parcels of property described herein, as of the time of the making of this agreement, is provided at nominal gravity pressure which may fluctuate from time to time. Each present and future User may, at their sole cost and expense, install any booster pump, pressure tank or similar water supply component as said User may deem necessary to increase that User's water pressure and/or supply. However, no such water supply component shall interfere with the supply or use of the water produced by the water well by any other User.
11. **LIMITATIONS AS TO USE:** The water shall only be used for domestic use and not for any agricultural (small gardens excluded) and commercial livestock operations.
 - i. The use of any water produced by the water well by any User for any individual parcel of real property described herein shall be limited to one (1) single family residence and usual accessory buildings incidental to the use and enjoyment of a single family residence.
 - (1) The term "accessory buildings" includes, but is not limited to, detached garages, shops, barns, guest houses and other structures incident to the use and enjoyment of a single family residence.
 - ii. The water may not be used for any further subdivision of any of the real property described herein.
12. **DEFAULT:** In the event any User fails to pay their share of the costs for the repair and maintenance of the water well, then and in that event, their right to use the water well may be physically suspended and interrupted until such time as all costs and expenses

have been reimbursed, plus interest a rate of eighteen percent (18%) per annum to be calculated thirty (30) days after the first written demand for contribution has been made.

- a. In the event the nonpayment should continue, a lien on the Users' parcel of real property is hereby established and the other user has the right to foreclose the lien on the lien parcel of property as a mechanic's lien under the laws of the State of Idaho. Any and all costs and attorney's fees incurred resulting from the said default shall be paid by the defaulting party.

13. **SEVERABILITY CLAUSE:** Should any provision of this agreement be declared invalid or in conflict with any applicable law, statute, regulation or ordinance, the validity of all the other provisions of this agreement shall remain unaffected and in full force and effect.

14. **BINDING COVENANTS:** The terms and conditions of this agreement shall continue covenants and encumbrances and shall run with the land and shall be perpetually binding upon the parties hereto, their heirs and assigns, and any party acquiring any right, title or interest in or to any portion of the real property described herein.

- a. While NEARPASS and GULICK have no reason to believe that any term or condition contained herein may be invalid or unenforceable in whole or in part, for any reason or to any extent, NEARPASS and GULICK make no warranty or representation as to the present or future validity or enforceability of any such term or condition. Any person or entity acquiring any right, title or interest in any of the real property described herein in reliance upon any one or more of any term or condition contained herein shall assume all risks of the validity and enforceability thereof and, by acquiring any right, title or interest in any of the real property described herein agrees to hold NEARPASS and GULICK and their assigns, employees and agents harmless therefrom.

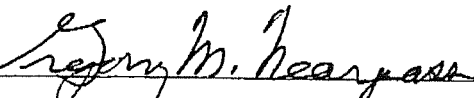
15. **ATTORNEY'S FEES:** In the event any legal action is necessitated for the enforcement of the terms of this Agreement, attorney's fees shall be allowed to the prevailing party.

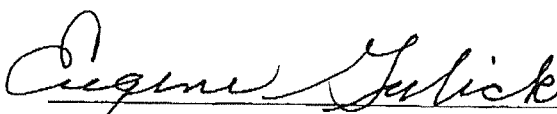
16. **NO JOINT VENTURE:** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or agency relationship between the parties hereto nor their successors in interest.

17. **ENTIRE AGREEMENT:** This Agreement being the entire agreement between the parties concerning this matter, shall supersede any and all other agreements written or oral.
18. **MODIFICATIONS:** No modifications hereof shall be valid unless in writing, executed by all the then current owners of the real property described herein and recorded with the County Recorder's office for the County of Kootenai, State of Idaho.
19. **MAJORITY RULE:** In the event any decision is necessary to determine if there is any necessary maintenance, repair and cost to be incurred by the portions/components of the water system, a majority of the Users shall control. Each individual parcel of real property described herein is given one (1) vote in any determination once use has commenced.
- a. In the event of any deadlock relating to any dispute regarding any issue as to the necessity of any repairs or maintenance required to be expended for any jointly used portion/components of the water system, the users shall submit said deadlock to binding arbitration conducted pursuant to the rules of the American Arbitration Association currently in effect at the time of the deadlock. The nonprevailing party shall be responsible for all costs of arbitration.

IN WITNESS WHEREOF the parties hereto have executed this Instrument the day and year first above written.

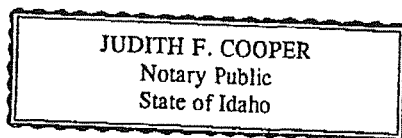
ESTATE OF MARIANA NEARPASS

By: 
Gregory M. Nearpass, Personal Representative


Eugene Gulick - trustee for the Gulick Family Trust.

STATE OF IDAHO)
)
County of Kootenai) ss.

On this 11 day of April, in the year 2006, before me Judith F. Cooper Notary Public for the State of Idaho, personally appeared Gregory M. Nearpass, known or identified to me to be the person whose name is subscribed to the within instrument as the personal representative of the ESTATE OF MARIANA NEARPASS and acknowledged to me that Gregory M. Nearpass executed the same as such as the personal representative of the ESTATE OF MARIANA NEARPASS.

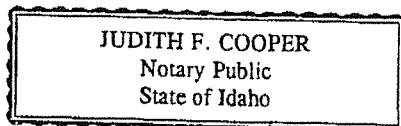


Judith F. Cooper
Notary Public for Idaho
Residing in: Rathdrum, Idaho
My Commission Expires:
MY COMMISSION EXPIRES
May 7, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF IDAHO)
)
County of Kootenai) ss.

On this ____ day of April, in the year 2006, before me Judith F. Cooper a Notary Public for the State of Idaho, personally appeared Gene Gulick, known or identified to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and seal the day and year in this certificate first above written.



Judith F. Cooper
Notary Public for Idaho
Residing in: Rathdrum, Idaho
My Commission Expires:
MY COMMISSION EXPIRES
May 7, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

