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RECEIVED

Aug 01, 2025

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 \$ _____
Receipt No. _____
Received By _____
Date Received _____

The Idaho Department of Water Resources (Department) considers this form a statement that the permit holder(s) applied water to beneficial use and completed development of a water right 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 (CWRE).** Please refer to the instructions and fee schedule for this form. If ownership of the permit has changed, complete a Notice of Change in Water Right Ownership form. If you wish to relinquish your permit because you have not established the authorized water use and are not applying for an extension, please notify the Department in writing.

1. Permit No. 95-17984 Name of Permit Holder(s) Adam Averill

Telephone No. 208 819 5631 Email adam@averillhomes.com

Mailing Address 7416 W. SWISSEN DR. City CDA State ID Zip 83814

2. Source of Water Well If Ground Water (well), Date Drilled mo. 07 / yr. 93

Drilling Permit/Tag No. 95-23-N-81-000 Drilling Company's Name H2O Well Service

3. Extent of use(s) completed as authorized by the water right permit:

Domestic (No. households) 4 Irrigation (No. acres) _____ Stockwater (No. and stock type) _____

Other _____

4. Total diversion rate or volume (storage only) for which proof is submitted _____ cfs OR _____ af
If the total developed water use is 5 acres of irrigation or less, is stockwater storage of 14.6 acre-feet or less, or has a diversion rate of less than 0.24 cfs, attach a map of the place of use and point of diversion and photographs showing beneficial use.

5. Describe the diversion and delivery system from the water source to the use (pump, lift, irrigation method, etc.)

PUMP 3HP

6. Permit condition compliance. Refer to the permit approval conditions and check all the items required, then check "Yes" or "No" to indicate whether the required items were established, submitted, and/or installed:

Required? Yes No (If "Yes", attach required data, evidence of compliance, or evidence of installation)

- | | | |
|--------------------------|-------------------------------------|---|
| ☐ | ☒ | Ground water level data, pumping information, or other diversion data |
| ☐ | ☒ | Mitigation plan |
| ☐ | ☒ | Lockable controlling works |
| ☐ | ☒ | Measuring device |
| ☐ | ☒ | Fish screen |
| ☐ | ☒ | Other requirements of the water right permit _____ |
| ☐ | ☒ | Reasonably Anticipated Future Needs ("RAFN") Municipal use |

If RAFN Municipal use, additional increment of beneficial use developed? ☐ Yes (attach CWRE report) ☐ No

7. Fee Enclosed \$ _____ or ☐ CWRE field report attached or ☒ No fee required

See fee schedule on page 3 of the instructions. Proof statements filed without an appropriate fee are incomplete.

8. Person to contact to accompany a Department representative during the field examination of the water system:

Name: Adam Averill Telephone No. 208 819 5631 Email adam@averillhomes.com

Mailing Address 7416 W. SWISSEN DR. City CDA State ID Zip 83814

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 beneficial use. I understand that any undeveloped portion of the permit is relinquished to the State of Idaho.

SIGNATURE OF PERMIT HOLDER*

PRINTED NAME AND TITLE

DATE

*Attach power of attorney if completing on behalf of permit holder.

\$ 2505

Idaho Department of Water Resources Receipt

Receipt ID: N036318

Payment Amount	\$165.00	Date Received	8/7/2020	Region	NORTHERN
Payment Type	Check	Check Number	3801		
Payer	AVERILL, ADAM & MANDY				
Comments	WELL UPGRADE FEE FOR 95-17984 ADAM AVERILL				

Fee Details

Amount \$165.00	Description DRILLING PERMITS	PCA 65134	Fund 0229	Fund Detail 21	Subsidiary	Object 1205
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Signature Line (Department Representative)

(fluid sealant)
water pump → \$16.00
\$ protection
course → 24.00
(oil/water)

corlyle
ms/roll

6.00

4 bags of 80#
wheel barrow
shovel
~~5000 lbs~~

SHARED WELL WATER AGREEMENT

This Agreement, made and entered into this 20th day of DECEMBER 2019 by and between JAMES LINDSAY & MASAKO SATO, party of the first part, hereinafter referred to as the "supplying party", and JAMES WILSON & GERALDINE WILSON (and future individual parcel owners), party of the second part, and hereinafter referred to as the "supplied parties":

WITNESSETH:

THAT WHEREAS, the supplying party is now the owner of property known as 5499 S. MICA SPRINGS ROAD, COEUR D'ALENE, (**Parcel 1**), located in the County of KOOTENAI, State of IDAHO, which property is more fully described as follows, to wit: 49N04W-05-2845, TAX#15642 [IN LT 3], SE-NW EX TAX#9676 & EX PLTD PTN, TAX#9676 [IN SE-NW] 0549N04W, and

WHEREAS, the individual supplied parties are the owners of 7782 W. SAUSSER DRIVE, COEUR D'ALENE (**Parcel 2**), which property is more fully described as follows, to wit: 0-3290-001-001-0, HANSEN ADD, LT 1 BLK 1, AND (**Parcel 3**), which property is more fully described as follows, to wit:, and 0-3290-001-002-0, HANSEN ADD, LT 2 BLK 1, AND (**Parcel 4**) which property is more fully described as follows, to wit: 0-3290-001-003-0, HANSEN ADD, LT 3 BLK 1, located in the County of KOOTENAI, State of IDAHO (the tax identification numbers may be adjusted due to recent property line adjustments of Parcel 3 and Parcel 4, (as shown in Exhibits A & B) and

WHEREAS, the undersigned parties deem it necessary that the existing well system shall service the parcels described herein, and an Agreement has been reached relative to supplying water from the existing well on Parcel 1 and the cost of supplying said water; and

WHEREAS, there is an existing well located upon Parcel 1, 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 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 existing 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, upon the following terms and conditions:

1. That until this Agreement is terminated, as hereinafter provided, the parties hereto, their heirs, successors and assigns, for the exclusive benefit of the respective parcels of 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 existing well located on Parcel 1, for ordinary domestic use, excluding the right to draw water to fill: swimming pools, hot tubs, ponds, or water features of any type, over a maximum capacity of 600 gallons; lawns and gardens, combined, over 15,000 square feet in size. Further, the well and water distribution system shall not be used for agriculture or irrigation of any kind, except as needed for said lawns or gardens. Four head of livestock or less is exempt from this restriction. Further, no use of the well and water distribution system is allowed if it would substantially affect the normal and reasonable usage of the other parties.

2. That as of the time this Agreement is made, and until this Agreement is terminated, the parties shall:
 - a. Pay or cause to be paid to the supplying party, promptly, a proportionate share of all expenses for the operation and maintenance of the well and water distribution system that may become necessary.
 - b. Each respective share shall be determined by dividing the amount of each expense by the number of parcels using the well or that portion of the water distribution system, from the point of maintenance or repair, to the end point of distribution.
 - c. Shared expenses include the cost of electricity for pumping, repairs and maintenance on said well and water distribution system.
 - d. An electrical meter shall be installed at the pump. The cost of the installation and maintenance of the electrical meter at the pump shall be equally born by the parties.
3. That after January 1, 2020, all future supplied parties, prior to connecting to the water distribution system, shall install, use, and maintain a water reservoir on each parcel of at least 2000-gallon capacity.
4. That upon the sale of either Parcel 3 or Parcel 4, whichever is sold first, JAMES WILSON shall pay SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) to JAMES LINDSAY within 30 days of sale of said Parcel.
5. That the cost of any removal or replacement of new or 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.
6. That each of the parties hereby agrees that they will promptly repair, maintain and replace all water pipes or mains serving their respective dwellings.
7. 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. An arbitrator shall be chosen by the parties; shall be consulted in the event the parties cannot agree regarding the said expenditures; and the arbitrator's decision shall be definitive.
8. That the supplied party shall pay to the supplying party his or her proportionate share for the cost of energy for the operation of the pumping equipment.
9. That it is the agreement of the parties hereto that the payment for energy cost shall be made no less than quarterly during each calendar year during the term of this Agreement. In the event that any such payment remains unpaid for a period of 20

- days after written notice from the supplying party, the supplying party may terminate the supply of water to the supplied party until all arrearages in payment are received by the supplying party.
10. That it is the agreement of the parties that they shall permit a third party to cure a default of payment or other obligation and shall permit water distribution service to be reinstated upon such curative action.
 11. 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 installation and maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement.
 12. That no party may install landscaping or improvements that will impair the use of said easements.
 13. 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.
 14. That only those parcels of real estate hereinabove described (see Exhibits A & B) and the single 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.
 15. 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.
 16. That upon the availability of such other source of water, as referenced in paragraph 15 above, it is contemplated that a reasonable time shall be allowed to effectuate the necessary connections to the new source prior to termination of rights and obligations herein.
 17. 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 Recorder's Office of the County of Kootenai, 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, or equity in, 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.
 18. That the undersigned parties shall permit periodic well water sampling and testing at the request of the supplying party or a supplied party.

19. That the said well and this Agreement, if amended, shall serve no more than four single family dwelling units or four parcels, of no less than 10 acres each, notwithstanding the ability of the parties to make other amendments to this Agreement.
20. That the parties may amend this Agreement to assure equitable distribution of shared costs and responsibilities.
21. That the term of this Agreement shall be perpetual, except as herein limited.
22. 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.
23. That any dispute arising out of or related to this Agreement shall be resolved under Idaho State law, in the county of Kootenai.
24. That in the event of litigation, the prevailing party shall be entitled to an award of attorney fees and costs. Should any provision of this Agreement be declared invalid or in conflict with any applicable law, statute, regulation, or ordinance, the validity of all other provisions of this Agreement shall remain unaffected and in full force and effect.
25. That this Shared Well Water Agreement shall replace in its entirety and supersede the Well Agreement dated December 10, 2002, which was recorded with the County Recorder's Office, Record #1768707.

SIGNATURE: James B Wilson
JAMES BRUCE WILSON

DATED: 12-31-19

SIGNATURE: Geraldine Wilson
GERALDINE CECILIA WILSON

DATED: 12-31-19

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

STATE OF IDAHO)

) ss.

County of Kootenai)

SUBSCRIBED and SWORN to before me this 31st day of December, 2019, the undersigned, a Notary Public in and for said State, personally appeared James and Geraldine Wilson, known or identified to me

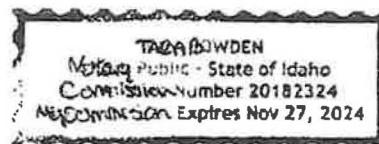
to be the person, whose names is subscribed to the within instrument and that he/she executed the same.

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

Tara Bowden
NOTARY PUBLIC FOR IDAHO

Residing at: 401 E Front Ave #211
Coeur d'Alene, ID 83814

My commission expires: 11/27/24



RECEIVED

Form 2
4/92

Aug 01, 2025

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

JUL 19 1993

USE TYPEWRITER OR
BALLPOINT PEN

WELL DRILLER'S REPORT

State law requires that this report be filed with the Director, Department of Water Resources
within 30 days after the completion or abandonment of the well.

1. WELL OWNER

Name MR DAVE DABOLL
 Address 505 FRONT AVE COEUR DALENE ID 83814
 Drilling Permit No. 95-93-N-87-000
 Water Right Permit No. _____

7. WATER LEVEL

Static water level 45 feet below land surface.
 Flowing? ☐ Yes ☐ No G.P.M. flow _____
 Artesian closed-in pressure _____ p.s.i.
 Controlled by: ☐ Valve ☐ Cap ☐ Plug
 Temperature cold Quality Good
 Describe artesian or temperature zones below.

2. NATURE OF WORK

☒ New well ☐ Deepened ☐ Replacement
☐ Well diameter increase ☐ Modification
☐ Abandoned (describe abandonment or modification procedures
 such as liners, screen, materials, plug depths, etc. in lithologic
 log, section 9.)

8. WELL TEST DATA

☐ Pump ☐ Bailer ☒ Air ☐ Other _____

Discharge G.P.M.	Pumping Level	Hours Pumped
60 GPM		

3. PROPOSED USE

☒ Domestic ☐ Irrigation ☐ Monitor
☐ Industrial ☐ Stock ☐ Waste Disposal or Injection
☐ Other _____ (specify type)

9. LITHOLOGIC LOG

89394

Bore Diam.	Depth		Material	Water	
	From	To		Yes	No
8	0	5	SAND & GRAVEL FILL		X
8	5	19	DECOMPOSED GRANITE BROWN		X
6	19	24	DECOMPOSED GRANITE BROWN		X
6	24	30	GRANITE BLACK & GREEN SOFT		X
6	30	70	GRANITE TAN MEDIUM		X
6	70	111	GRANITE SALT & PEPPER W/GREEN SCANS		X
6	111	157	GRANITE PEPPER W/GREEN MED W/WATER APPROXIMATELY 5gpm	X	
6	157	170	GRANITE GREEN & WHITE SOFT		X
6	170	176	GRANITE BLACK FRACTURED W/ WATER 60GPM	X	
6	176	180	GRANITE BLACK W/GREEN HARD		X

4. METHOD DRILLED

☒ Rotary ☒ Air ☐ Auger ☐ Reverse rotary
☐ Cable ☐ Mud ☐ Other _____
 (backhoe, hydraulic, etc.)

5. WELL CONSTRUCTION

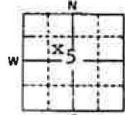
Casing schedule: ☒ Steel ☐ Concrete ☐ Other _____
 Thickness 2.50 inches 6 inches + 1.5 feet 20 feet
 PVC 160psi inches 4 inches 7 feet 160 feet
 _____ inches _____ inches _____ feet _____ feet
 Was casing drive shoe used? ☒ Yes ☐ No
 Was a packer or seal used? ☐ Yes ☒ No
 Perforated? ☐ PVC ☒ Yes ☐ No Skill Saw
 How perforated? ☐ Factory ☐ Knife ☐ Torch ☐ Gun
 Size of perforation? 1/4 inches by 4 inches
 Number _____ From _____ To _____
 _____ perforations _____ feet _____ feet
 _____ perforations _____ feet _____ feet
 _____ perforations _____ feet _____ feet
 Well screen installed? ☐ Yes ☒ No
 Manufacturer _____ Type _____
 Top Packer or Headpipe _____
 Bottom of Tailpipe _____
 Diameter _____ Slot size _____ Set from _____ feet to _____ feet
 Diameter _____ Slot size _____ Set from _____ feet to _____ feet
 Gravel packed? ☐ Yes ☐ No ☐ Size of gravel _____
 Placed from _____ feet to _____ feet

Surface seal depth 19' Material used in seal: ☐ Cement grout
☒ Bentonite ☐ Puddling clay ☐ _____
 Sealing procedure used: ☐ Slurry pit
☐ Temp. surface casing ☒ Overbore to seal depth
 Method of joining casing: ☐ Threaded ☒ Welded
☐ Solvent Weld ☐ Cemented between strata

Describe access port _____

6. LOCATION OF WELL

Sketch map location must agree with written location.



Subdivision Name _____

Lot No. _____ Block No. _____

County KootenaiAddress of Well Site Sausser Drive

(give at least name of road)

SE 1/4 NW 1/4 Sec. 5 T. 49 N ☒ or S ☐
 R. 4 E ☐ or W ☒

10.

Work started 05/27/93 finished 05/27/93

11. DRILLER'S CERTIFICATION

I/We certify that all minimum well construction standards were
complied with at the time the rig was removed.Firm Name H2O WELL SERVICE Firm No. #448Address 552 W HAYDEN AVE Date 05/27/93

Signed by Drilling Supervisor [Signature]
 and
 (Operator) [Signature]
 (if different than the Drilling Supervisor)

USE ADDITIONAL SHEETS IF NECESSARY — FORWARD THE WHITE COPY TO THE DEPARTMENT