

RECEIVED

MAY 11 2022

STATE OF IDAHO 86265
 DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT
 To appropriate the public waters of the State of Idaho

Ident. No. 97-8693

IDWR/NORTH

1. Name of applicant(s) Lofgren, Boyd and Helen Trust Phone 253 222-3188
 Name connector (check one): ☒ and ☐ or ☐ and/or
 Mailing address 2309 89th St. Ct. NW City Gig Harbor
 State WA ZIP 98332 Email kayenelson@live.com
2. Name of representative, if any Boyd Lofgren, Helen Lofgren Phone 253 222-3188
 Mailing address 2309 89th St Ct NW City Gig Harbor
 State WA ZIP 98332 Email kayenelson@live.com
- 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 Priest Lake which is a tributary of Priest River
4. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
59N	04W	3	2		NW	NE	BONNER	PRIEST LAKE	

5. Water will be used for the following purposes:
 Amount 0.04 CFS for DOMESTIC purposes from 1/1 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) 0.04 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. EXISTING SCREENED INTAKE PIPE AND PUMP WITH LINE TO WATER USES.
- 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 N/A inches; proposed depth of well is _____ feet.
- d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☒ No
- e. If well is already drilled, when? N/A; drilling firm _____;
 well was drilled for (well owner) N/A; Drilling Permit No. _____

For Department Use

Received by _____ Date _____ Time _____ Preliminary check by _____
 Fee \$ 100.00 Received by NS Receipt No. N039556 Date 5-11-22

8. Description of proposed uses (if irrigation only, go to item 9):
- Hydropower; show total feet of head and proposed capacity in kW. N/A
 - Stockwatering; list number and kind of livestock. N/A
 - Municipal; must complete and attach the [Municipal Water Right Application Checklist](#).
 - Domestic; show number of households N/A
 - Other; describe fully. DOMESTIC EXTERNAL USE ONLY
9. Description of place of use:
- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
 - If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
59N	04W	3		D															
				GL2															

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? N/A
11. a. Who owns the property at the point of diversion? APPLICANT
- 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: _____
12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. APPLICANT WANTS TO SECURE WATER RIGHTS FOR AN EXISTING LAKE WATER SYSTEM THAT IS USED FOR DOMESTIC EXTERNAL USE SPRAY WATER FOR CLEANING AND IRRIGATION LESS THAN 0.5 ACRES ON THE PROPERTY.
13. Time required for completion of works and application of water to proposed beneficial use is 2 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.

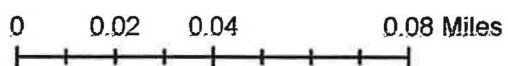
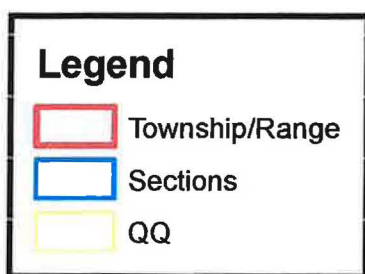
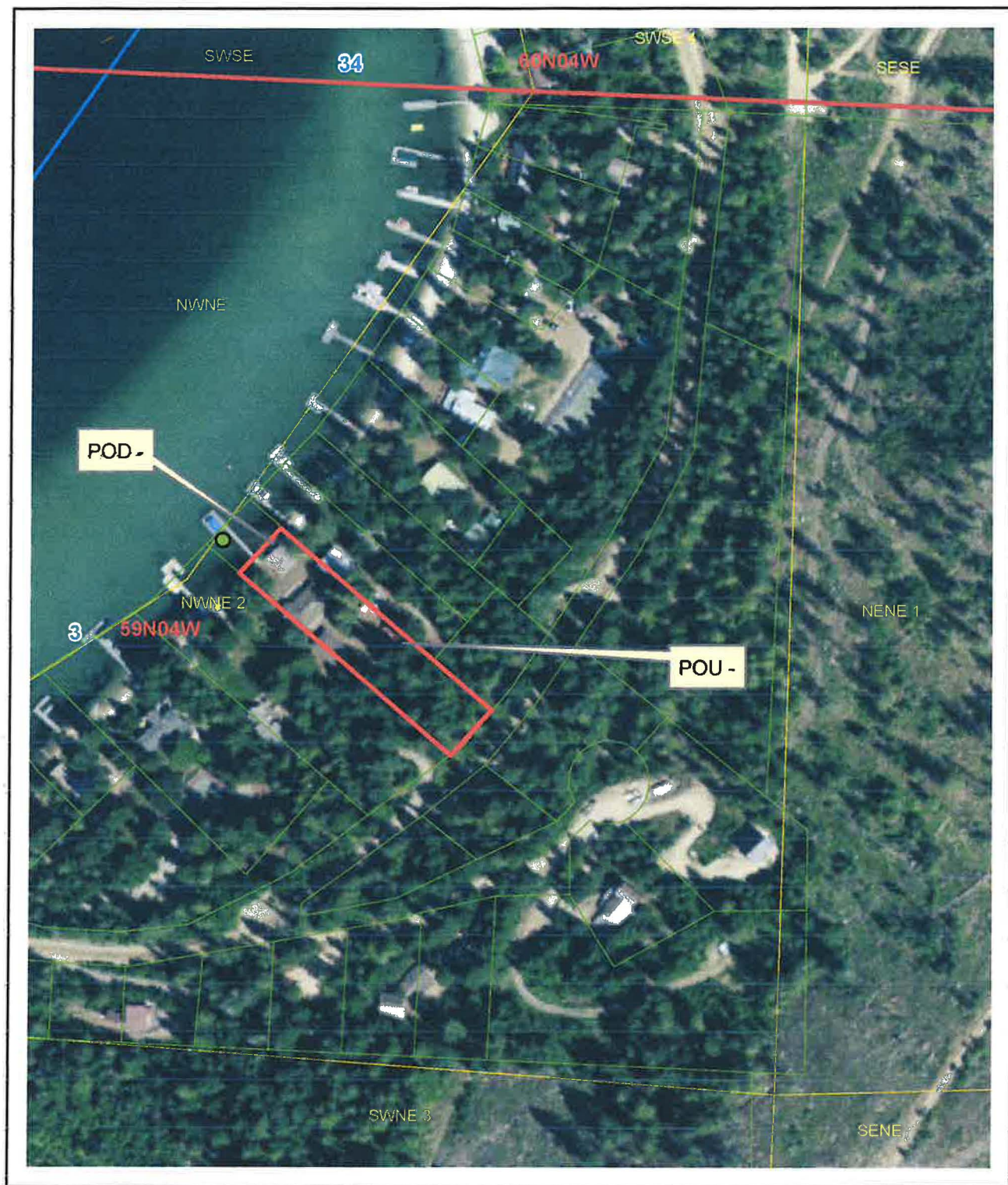
The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Boyd R. Lofgren
Signature of Applicant

Boyd R. LOFGREN
Print Name (and title, if applicable)

Helen L. Lofgren
Signature of Applicant

Helen L. LOFGREN
Print Name (and title, if applicable)



FULL RESTATEMENT OF THE LIVING TRUST OF BOYD R. LOFGREN AND HELEN L. LOFGREN

Boyd R. Lofgren and Helen L. Lofgren executed that certain Living Trust of Boyd R. Lofgren and Helen L. Lofgren on June 16, 1992 (the "Trust") as the initial Trustees and Trustors. The Trust was amended on May 25, 1996 and restated on December 22, 2006. The restated Trust was amended on July 15, 2011, on May 2, 2012, on April 21, 2015, and most recently on November 4, 2015. The Trustors continue to be the co-Trustees and desire to, once again, amend and restate the Trust, as permitted in Article III, Paragraph (A)(2) of the Trust.

Article One

Trust Property | Name of Trust | Family

1.1 Transfer to Trust. Boyd R. Lofgren and Helen L. Lofgren ("the Trustors") have previously transferred and delivered to the Trustee all of their property, receipt of which has been acknowledged by the Trustees.

1.2 Additional Transfers. The Trustors or any other person may increase this trust by delivering or having made payable to the Trustee property deemed acceptable by the Trustee. Such additional property shall be held by the Trustees subject to all provisions of this Trust.

1.3 Name. This trust may be referred to as The Living Trust of Boyd R. Lofgren and Helen L. Lofgren, dated June 16, 1992. The formal name of the trust is:

Boyd R. Lofgren and Helen L. Lofgren, Trustees, or their successors in trust, under The Living Trust of Boyd R. Lofgren and Helen L. Lofgren, dated June 16, 1992, and any amendments thereto.

1.4 Family. The Trustors' immediate family consists of Boyd R. Lofgren, Helen L. Lofgren, and their children: Karen E. Lofgren and Kay E. Nelson.

Article Two

Trustees

2.1 Trustees. Boyd R. Lofgren and Helen L. Lofgren are the Trustees of this trust. When one of them is disabled or otherwise unable or unwilling to continue serving, then the Trustors' daughter, Kay E. Nelson, shall be the co-Trustee with the other Trustor.

2.2 Successor Trustees. If both Trustors are disabled or otherwise unable or unwilling to serve or to continue serving, Kay E. Nelson shall serve as the sole successor Trustee. Kay E. Nelson shall have the authority to appoint a successor Trustee of the Trust. If Kay E. Nelson is unable or unwilling to act or there is a vacancy in the position of Trustee and Kay E. Nelson has not appointed a successor Trustee, then Jessica M. Nelson shall serve as Trustee.

2.3 Resignation and Succession. A Trustee may resign at any time by giving written notice thirty (30) days before the resignation is to take effect. The written notice must be given to the successor Trustee and to the trust beneficiaries then entitled or authorized, in the Trustee's discretion, to receive distributions of current income. If any beneficiary is a minor or is disabled, that beneficiary's notice may be given to his guardian, but if none is then serving, by the person or persons having first right of priority to serve as his guardian under the laws of the jurisdiction in which he is then domiciled (but such person or persons need not qualify as guardian to act hereunder). The resigning Trustee shall transfer all trust assets to the successor Trustee. If the last-named successor Trustee of any trust herein is unable or unwilling to act or there is a vacancy in the position of Trustee, the majority of the income beneficiaries shall then be empowered to name an independent successor Trustee, without court proceedings.

2.4 Bond. No Trustee shall be required to provide any surety or other security on a bond.

Article Three Rights Reserved by Trustors

3.1 During Both Trustors' Lives. During the joint lives of the Trustors, the Trustors expressly reserve the right to alter, amend, and revoke this trust, and to demand the corpus hereof, in whole or in part. Any such power shall be exercised by joint direction of the Trustors. If one of the Trustors is determined to be disabled, the other Trustor may exercise such powers alone.

3.2 After Death of the First Trustor. Except as otherwise provided herein, after the death of the first Trustor, the surviving Trustor shall continue to have the same rights to alter, revoke, and amend this trust as he or she had hereunder before the death of the first Trustor, but only as to that part of the trust representing the surviving Trustor's separate property (if any) and his or her share of the community property. That part of the trust representing the deceased Trustor's separate property (if any) and his or her share of the community property herein shall be irrevocable and shall be disposed of as provided herein.

3.3 Retained Powers Personal. Any right or alteration, amendment, or revocation retained hereunder by either of the Trustors shall be personal to such Trustor and shall not be exercised by any other person, including a guardian or an attorney-in-fact acting under a power of attorney surviving disability or becoming effective upon disability, unless such power of attorney is expressly granted in such power of attorney and the grant of such power has been consented to by both Trustors.

3.4 Increase in Trustee's Duties. Notwithstanding anything to the contrary contained herein, the duties of the Trustee under this trust shall not be increased without each Trustee's written consent.

Article Four

Distributions During Joint Lives of Trustors

4.1 Primary Purpose of Trust. In making the distributions specified herein, the Trustee shall consider the interests of the Trustors to be of primary importance and shall consider the interests of the remaindermen of this trust to be of secondary importance.

4.2 Distributions. The Trustee shall distribute to the Trustors, or for the Trustors' benefit, as much of the income and principal of the Trust property in the trust as a Trustor demands, or in absence of a demand, as much as the Trustee determines, in the Trustee's sole and absolute discretion. Any distribution to a Trustor of Trust property may be made independently by one of the initial Trustees.

(a) Disability of One Trustor. During any period in which one of the Trustors has been determined to be disabled as defined herein, the other Trustor shall have the right (as agent and manager of the marital community) to demand that portion of the net income and principal of the community property held in trust (even to the extent of all thereof) which the Trustee is to pay and in what manner the Trustee is to pay such property to or apply it for the benefit of the Trustors or one of them.

(b) Disability of Both Trustors. During any period in which both of the Trustors are deemed to be disabled as defined herein, the Trustee: (i) shall disregard any direction from the Trustors or either of them with regard to the disposition of the community property; (ii) may discontinue any payments of income or principal of the community property held in the trust then being made to or on behalf of the Trustors or either of them; and (iii) is authorized during such period to distribute to or for the benefit of either or both of the Trustors so much of the net income and principal of the community property held in this trust (even to the extent of all thereof) as the Trustee deems to be in the best interests of the Trustors, including, but not limited to, making distributions for the Trustors' comfort, support, maintenance, health, and general welfare in accordance with the Trustors' standard of living on the date of execution of this trust agreement.

4.3 Accumulation of Income. Any income of any trust hereunder not paid to the Trustors or either of them shall be accumulated and annually added to and dealt with as principal.

Article Five

Distribution Upon First Trustor's Death

Upon the death of a Trustor (the "Deceased Trustor"), the Trustee shall allocate and dispose of the remaining assets of the trust, including any and all assets added to the trust upon a Deceased Trustor's death, as follows:

5.1 Surviving Trustor's Trust. Upon the Deceased Trustor's death, the other Trustor (the "Surviving Trustor")'s interest in the former community property assets of this trust and in the Surviving Trustor's separate property assets of this trust shall be distributed to the Surviving Trustor's Trust.

(a) Administration and Distribution During Surviving Trustor's Lifetime. All property held in the Surviving Trustor's Trust shall continue to be administered hereunder as the sole and separate property of the Surviving Trustor and shall be subject to the Surviving Trustor's reserved powers set forth in Articles Three and Four above. Such trust shall be known as the "Surviving Trustor's Trust."

(b) Surviving Trustor's General Power of Appointment. The Surviving Trustor shall have the unlimited and unrestricted general power to appoint, by a valid last will and testament or by a valid living trust agreement, the entire principal and any accrued and undistributed net income of the Surviving Trustor's Trust as it exists as the Surviving Trustor's death. In exercising this general power of appointment, the Surviving Trustor shall specifically refer to this power. The Surviving Trustor shall have the sole and exclusive right to exercise this general power of appointment. This general power of appointment specifically grants to the Surviving Trustor the right to appoint property to the Surviving Trustor's own estate. It also specifically grants to the Surviving Trustor the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the Surviving Trustor may elect.

(c) Termination; Distribution. The Surviving Trustor's Trust shall terminate on the death of the Surviving Trustor. The appointed residue of the Surviving Trustor's Trust shall be distributed pursuant to Article Seven.

5.2 Tangible Personal Property. The Deceased Trustor directs that his or her separate tangible personal property be distributed in accordance with a list that may be left with this Trust or kept among the Deceased Trustor's personal papers. Any items not so listed shall be distributed pursuant to Paragraph 5.3.

5.3 Residuary Disposition. The Deceased Trustor's interest in the community property assets of this trust and the Deceased Trustor's separate property assets of this trust shall be added to and treated as part of the Surviving Trustor's Trust; except to the extent the Surviving Trustor disclaims any part of such property, as permitted in Paragraph 5.4. If the Deceased Trustor is not survived by the other Trustor, the trust estate shall be distributed as provided in Article Seven.

5.4 Surviving Trustor's Right to Disclaim.

(a) Right to Disclaim. As soon as practicable after the Deceased Trustor's death, the Surviving Trustor is encouraged to consult with an attorney concerning the tax and legal consequences of a disclaimer in whole or in part of any gift, interest, benefit, right, privilege, or power given to him or her hereunder. Any property so disclaimed by the Surviving Trustor shall be distributed to the Trustee of the Disclaimer Trust, created in Article Six. Any property not so disclaimed by the Surviving Trustor shall be held by the Trustee as part of the Surviving Trustor's Trust established in Paragraph 5.1.

(b) Suggested Use of Disclaimer. If death tax savings will result through the use of a disclaimer, the Surviving Trustor may, but is not required to, disclaim a sum equal to the dollar amount, if any, that could pass free of state and/or federal estate tax in the Deceased Trustor's

estate by reason of the unified credit against state and/or federal estate tax allowable to the Deceased Trustor's estate, and any other allowable credits (providing use of other credits does not increase state death taxes paid), reduced by the aggregate amount of: (i) all items includable in the Deceased Trustor's estate for state and/or federal estate tax purposes that either are disposed of in the other provisions of this trust or pass outside this trust, but only if such items do not qualify for the state and/or federal estate tax marital deduction or the state and/or federal estate tax charitable deduction; and (ii) the amount of any administrative expenses claimed as income tax deductions rather than as estate tax deductions. Notwithstanding the foregoing, no reduction shall be made for the value of the property that would have qualified for the marital deduction but for a qualified disclaimer by the Surviving Trustor, or the failure to elect to treat property as qualified terminable interest property.

(c) Allocation. The Trustee shall have complete authority to allocate the Deceased Trustor's property between the Surviving Trustor's Trust and the Disclaimer Trust. Such allocation shall be made within nine (9) months after the date of the Deceased Trustor's death.

(d) Non-Qualifying Property. The Trustee shall not allocate any property or the proceeds from any property to the Surviving Trustor's Trust that would not qualify for the state and/or federal estate tax marital deduction in the Deceased Trustor's estate.

(e) Valuation. For purposes of establishing the disclaimed sum, the asset values finally fixed for state and/or federal estate tax purposes relating to the Deceased Trustor's estate shall be used. The required allocation of property to a Trust hereunder may be satisfied in cash or in kind, and if in kind, on a non-prorata basis. Furthermore, if satisfied in kind, the assets used to fund a Trust hereunder shall be valued as of their dates of distribution into the Disclaimer Trust.

Article Six Disclaimer Trust

The trust property allocated to the Disclaimer Trust, if any, shall be administered for the benefit of the Surviving Trustor as follows:

6.1 Right to Income. All of the net income of the trust shall be distributed to the Surviving Trustor, or applied for the benefit of the Surviving Trustor, in quarterly or more frequent installments.

6.2 Principal Distributions. The Trustee is authorized to distribute to, or apply for the benefit of, the Surviving Trustor such portions of principal of the trust estate as, in the discretion of the Trustee, are reasonable for the health, education, maintenance, and support of the Surviving Trustor in the Surviving Trustor's accustomed manner of living. Before making distributions of principal from the Disclaimer Trust, the Trustee shall take into account other resources available to the Surviving Trustor.

6.3 Termination; Distribution of Residue. The Disclaimer Trust shall terminate upon the death of the Surviving Trustor. The remainder of the Disclaimer Trust upon the Surviving Trustor's

death, including any accrued and undistributed income, shall be distributed pursuant to Article Seven.

Article Seven

Distributions on Death of Surviving Trustor

7.1 Tangible Personal Property. The Surviving Trustor directs that certain items of tangible personal property be distributed in accordance with a list to be left with this trust or kept among the Surviving Trustor's personal papers. Any items not so listed shall be distributed with the residue of this trust estate.

7.2 Residue. The remaining trust estate shall be distributed in equal shares to the Trustor's children; PROVIDED that any share to be distributed to the Trustor's daughter, Karen E. Lofgren, shall be distributed to the Trustee of the Trust for Karen E. Lofgren, created in Paragraph 7.3. If Karen E. Lofgren predeceases the Surviving Trustor, her share shall be distributed to the Trustor's daughter, Kay E. Nelson, outright and free of trust. If Kay E. Nelson predeceases the Surviving Trustor, her share shall be distributed to Kay's issue, by right of representation.

7.3 Trust for Karen E. Lofgren

(a) Lifetime Trust. Any principal distributed to the Trustor's daughter, Karen E. Lofgren, shall be indefeasibly vested in Karen, but the Trustee shall distribute the principal to the Trustee of the trust created hereunder, who shall retain the interest until such trust terminates as provided below..

(b) Trustee. Kay E. Nelson shall be the trustee of this trust. Kay E. Nelson shall have the authority to appoint a successor Trustee of the Trust. If Kay E. Nelson is unable or unwilling to act or there is a vacancy in the position of Trustee and Kay E. Nelson has not appointed a successor Trustee, then Jessica M. Nelson shall serve as Trustee.

(c) Discretionary Distributions. The Trustee may make such distributions of income and principal as the Trustee, in the Trustee's sole discretion, deems appropriate to provide for Karen's needs for health, education, maintenance, and support, or to assist Karen to enter into a business or profession or purchase a residence, adding to the principal any income not so used. In the exercise of discretionary powers, the Trustee shall have regard for Karen's best interests and development, and take into consideration, to the extent the Trustee deems advisable, any independent or other resources of Karen, as well as the income tax consequences of any distribution or accumulation of income, the station in life to which the beneficiary has been accustomed or which Karen has achieved, the then value of the trust property, and Karen's probable future requirements.

(d) Termination of Trust. This trust shall terminate upon the earlier of: (i) Karen's death; or (ii) the exhaustion of all funds in the trust. If Karen dies before receiving complete distribution of the trust, the Trustee shall distribute the balance to the Trustor's daughter, Kay E. Nelson.

Article Eight
Administration on Death of Surviving Trustor

8.1 Irrevocability. The trust will become irrevocable upon the Surviving Trustor's death and the Surviving Trustor's Social Security number may no longer be used to identify the trust. The Trustee shall apply for a separate Taxpayer Identification Number for the trust, as needed.

8.2 Payment of Debts, Expenses, and Taxes.

(a) Debts. The Trustee shall not pay any debts solely because of the Trustor's death. The beneficiaries of this trust shall receive trust property subject to any lien, security interest, or other encumbrance existing at the Trustor's death, whether the property is a specific gift or part of the residuary estate. All the rest of the Trustor's allowed debts shall be charged against the trust's residuary estate.

(b) Expenses. All expenses related to the Trustor's final illness, funeral and the administration of the Trustor's estate, including expenses of packing, storing, insuring, and delivering tangible personal property to a beneficiary, shall be charged against the trust's residuary estate.

(c) Taxes. All federal and state inheritance, succession, transfer, income, or estate taxes (including any interest and penalties thereon) payable by the Trustor's estate by reason of the Trustor's death shall be paid out of the trust's residuary estate. Notwithstanding the foregoing, any beneficiary receiving personal property hereunder shall not be responsible for any estate taxes, if applicable.

(d) Apportionment of Nonprobate Assets. Notwithstanding the foregoing, any nonprobate assets including, without limitation, retirement accounts and life insurance proceeds, shall bear their proportionate share of any allowed debts, expenses, and taxes to the extent that any beneficiaries of such nonprobate assets are not identical to the beneficiaries of the residuary estate or do not take such nonprobate assets in proportion to their share of the residue under this trust.

8.3 No Court Proceedings. The trust shall be administered expeditiously, consistent with the provisions of this agreement, free of judicial intervention, and without order, approval, or action of any court.

8.4 Compensation. The Trustee shall be entitled to compensation (if not waived) for serving as such hereunder. The compensation shall be based first upon any specific provisions of this trust and second upon the reasonable value of the services actually rendered by the Trustee and in no event upon the provisions of any statutory formula. The Trustee shall be reimbursed for reasonable expenses incurred in carrying out his duties as Trustee.

8.5 Limit of Fiduciary Liability. A Trustee is relieved of any duty to examine the acts of any prior trustee, without the necessity of any court accounting, and any successor trustee shall be responsible only for those assets that are actually delivered to that successor. No trustee under this trust may at any time be held liable for any action or default of the trustee if done in good faith and

without gross negligence. The Trustee shall be indemnified by the estate for any expense or loss incurred in good faith. This Paragraph does not apply to any fiduciary that is not an individual.

8.6 Fiduciary Accounting.

(a) Annual Accounting. For each taxable year during the administration of any trust hereunder, the Trustee must furnish an annual statement to each adult beneficiary to whom distributions may be made during that year, showing how the trust's assets are invested as of the end of the year and all transactions relating to the trust for that year (including all receipts and disbursements). Each annual statement shall be provided by the tax return filing date for such year, including any filing extensions obtained by the Trustee. Any item on an annual statement to which no objection is made in writing to the Trustee, within one hundred-eighty (180) days after delivery of the statement to a beneficiary, shall be conclusively presumed to be approved by that beneficiary and any person for whom he may be a virtual representative under any applicable law. An objection shall be deemed received by the Trustee three (3) days after mailed by first class United States mail, postage prepaid. An annual statement is deemed delivered three (3) days after mailed by first class United States mail, postage prepaid, to a beneficiary at his last address known to the Trustee. The Trustee is otherwise relieved from all duties placed on the Trustee under any applicable law.

(b) Proceeding for Breach of Trust. A beneficiary may not commence a proceeding against a Trustee for breach of trust more than two (2) years after the date the beneficiary or a representative of the beneficiary was furnished with an annual statement described in Paragraph 8.7(a), and then only if an objection was delivered to the Trustee within one hundred-eighty (180) days after the delivery of the annual statement to that beneficiary.

Article Nine Trustee Powers

9.1 General Powers of Trustee. Any trustee hereunder shall have all the rights, powers, and duties now or hereafter granted by law, including those set forth in RCW 11, or any successor provision thereto, except as modified and increased herein.

9.2 Specific Powers of Trustee. In addition to, and not in any limitation of any applicable common law and statutory powers, and subject to any limitations stated elsewhere in this trust, the Trustee (with respect to this living trust and trusts created hereunder), subject to any limitations stated elsewhere in this trust, shall have all powers granted to trustees of express trusts under applicable law, and shall also have full and complete authority to:

(a) Retain any property owned by the Trustor at the time of the Trustor's death without the duty to diversify investments and without liability for any depreciation or loss occasioned by such retention;

(b) Invest and reinvest the trust estate in any kind of property whatsoever, real or personal, whether or not productive of income and without regard to the proportion that such property or property of a similar character held may bear to the entire trust estate or to the entire trust;

(c) Borrow money from some source (including any fiduciary) and to mortgage, pledge, or in any other manner encumber all or any part of the assets of the trust estate as may be advisable in the judgment of the Trustee for the advantageous administration of the trust estate;

(d) Use the cash and any of the securities or other property owned by the Trustor at the time of the Trustor's death to satisfy any loans or other debts for which the trust estate is liable to or continue all or a portion of such loans or debts;

(e) Enter into any transaction of any kind on behalf of the trust estate or of any trust despite the fact that another party to any such transaction may be: (i) a trust of which the Trustee is also a trustee, including any trust established by this trust; (ii) an estate of which the Trustee is also an executor or administrator, including the trust estate, or the estate of a beneficiary; (iii) a business or trust controlled by any Trustee or of which any such Trustee is a director, officer, employee, or owner; (iv) any affiliate or business associate of any beneficiary, Executor, or Trustee; or (v) any beneficiary under this trust or any Executor or Trustee acting individually, or any relative of such person;

(f) Release or delegate to any co-fiduciary, in the absolute discretion of the releasing or delegating fiduciary, any fiduciary power at any time, in whole or in part, temporarily or permanently, whenever he may deem it advisable, by an instrument in writing executed and acknowledged by the releasing or delegating fiduciary and filed with the estate records;

(g) Continue any business which Trustor may own or which a Trustor may be financially interested in at the time of that Trustor's death for such time the Trustee may deem it to be in the best interests of the trust estate;

(h) Select and employ, at the discretion of the Trustee, but at the expense of the trust estate, any person, firm, or corporation engaged in rendering investment advisory services or investment management services;

(i) Select and employ attorneys, accountants, agents, custodians, clerks, and such other persons as deemed advisable, to make such payments therefore as deemed reasonable, and to delegate to such persons any discretion deemed proper;

(j) Mortgage, pledge, or otherwise encumber the assets of the estate or a trust created hereunder; and

(k) Sell or exchange any real or personal property, for cash or credit, at public or private sale, and with such warranties or indemnifications as the fiduciary may deem advisable.

(l) Make any division or distribution in cash or in kind, and to fix values of real and personal property within each separate trust as the Trustee deems fair and reasonable. The Trustee need not make a physical division of any trust estate except when necessary for a distribution. The Trustee may hold property otherwise directed to be added to or consolidated with the trust property of any trust held hereunder as a separate trust having terms identical to the terms of the existing

trust; sever any trust on a fractional basis into two or more separate trusts for any reason; segregate by allocation to a separate account or a trust a specific amount of, or portion of, or specific assets included in, the trust property of any trust held hereunder to reflect a partial disclaimer or for any tax or other reason in a manner consistent with any applicable rules or regulations;

(m) Amend the terms of any trust by instrument in writing without court proceedings, or to withhold any distribution, as the Trustee deems appropriate to protect the trust assets and a beneficiary's well-being, in any of the following events: (i) a beneficiary has become or is likely to become eligible for government benefits due to disability; (ii) the stock of an "S" Corporation is, or may be, acquired by the trust (in which event Trustee may, in his sole discretion, establish either Qualified Subchapter S Trusts pursuant to Code §1361(d)(3), Electing Small Business Trusts pursuant to Code §1361(e), grantor trusts pursuant to Code §671, et seq., or any combination thereof); or (iii) a beneficiary becomes or is in jeopardy of becoming insolvent; provided that the authority granted under this Paragraph does not extend so far as to give the Trustee a general power of appointment over the trust or any portion of it, for federal estate or gift tax purposes, not to disqualify a trust which would otherwise qualify for the marital or charitable deduction for state and/or federal estate tax purposes;

(n) Retain or acquire any insurance policy on the life of any person; to cause all incidents of ownership, rights, powers, options, interest, privileges, and benefits of every kind that may accrue to be vested in the Trustee;

(o) If the Trustee determines at any time that the continuance of any trust created under this trust would be uneconomical or impractical or would otherwise be adverse to the best interests of the beneficiary, the Trustee may, in the Trustee's sole and absolute discretion, distribute the remaining balance to the beneficiary or to a custodian (designated by the Trustee) to be administered and distributed pursuant to the Uniform Transfers to Minors Act, or to another trust established by the Trustor. The exercise of the Trustee's discretion hereunder shall be binding upon all beneficiaries hereunder; and

(p) Loan funds of any trust to a person, despite the fact that such person is a beneficiary or Trustee of any trust established by this trust or is an affiliate or relative of a beneficiary of the Trustee, when, in the Trustee's absolute and uncontrolled discretion, such loan is advantageous to the trust, the amount loaned is adequately secured, and the interest rate charged is adequate under the economic conditions existing at the time of the loan; provided that any loan to a Trustee must first be approved by the beneficiary of such trust (or by the parent or guardian of a minor beneficiary).

9.3 Retirement Accounts. Notwithstanding any other provision herein, if the Trustee, in that capacity, is named beneficiary of an interest in one or more plans which are subject to Code §403(b) or §457, one or more individual retirement accounts subject to Code §408 or §408A, or one or more other plans or accounts which are subject to the distribution requirements of Code §401(a)(9) ("Retirement Accounts"), the Trustee must direct each Retirement Account to make distributions at least annually to that trust of an amount equal to the minimum amount required to be distributed from each such Retirement Account under Code Section §401(a)(9). The Trustee shall distribute directly to the beneficiary of that trust (or for the benefit of that beneficiary) all

amounts which the Trustee receives from each Retirement Account (net of expenses) and shall not accumulate any such amounts in trust. Nothing in this Paragraph prohibits the Trustee from withdrawing a greater amount and using it for the benefit of the beneficiary or accumulating it in the trust.

Article Ten

Provisions Regarding Distributions

10.1 Allocation of Estate Assets. In allocating properties among the beneficiaries, the Trustee may take into account the relative income and estate tax brackets of the trust estate, and the income tax brackets of all beneficiaries. No right of reimbursement shall exist in favor of one beneficiary because another beneficiary receives favorable income tax treatment as a result of the selection of properties to be distributed to that other beneficiary (whether due to differences in federal income tax bases or for other reasons).

10.2 Non-Prorata Division of Assets. When property is to be divided into shares, the Trustee shall have the authority to make a non-prorata distribution of each beneficiary's interest. In making any non-prorata divisions of the trust estate, the Trustee shall select assets in such a manner as to have an aggregate fair market value fairly representative of the appreciation or depreciation in the value to the date or dates of each allocation of all property of the trust estate then available for such allocation.

10.3 Permitted Distributions During Estate Administration. The Trustee is authorized to make interim distributions to one or more beneficiaries of trusts prior to final distribution of the trust estate. Further, the Trustee may begin making distributions of income or principal of any trust created hereunder regardless of whether the administration of the trust estate has been completed. The Trustee shall only make distributions under this Paragraph in accordance with the provisions of this trust. The Trustee is authorized to make interim or final distributions from the trust estate subject to any expense, indebtedness, or tax to which the trust estate is or may become subject.

10.4 Facility of Payment Provisions. Unless otherwise directed in this trust, the Trustee has the power to make, in his absolute and uncontrolled discretion, any distribution required or permitted to be made to any beneficiary under this trust (including gifts of tangible personal property) in any of the following ways when a beneficiary is a minor, is disabled, or is, in the determination of the Trustee, unable to properly manage his affairs by reason of physical or mental illness or infirmity: (a) to the beneficiary directly; (b) to the guardian of the beneficiary's person or estate for the benefit of the beneficiary; (c) by using the same, directly and without the interposition of any guardian, for the health, education, maintenance, or support of the beneficiary; (d) to a custodian selected by the Trustee, for the minor beneficiary under the Washington Uniform Transfers to Minors Act (UTMA) or similar law of any other applicable jurisdiction, to be held in such account until the beneficiary attains a certain age, as permitted by the applicable UTMA and as selected by the Trustee; (e) by reimbursing the person who is actually taking care of the beneficiary (even though that person is not a legal guardian) for the expenditures made by that person for the benefit of the beneficiary; (f) by naming the beneficiary as a designated beneficiary under a qualified tuition program under Code § 529; or (g) by creating a special needs trust for the beneficiary. The written receipts of the persons receiving those distributions shall be full and

complete acquittances to the Trustee. The Trustee shall store tangible personal property given to a minor (or a person who the Trustee deems disabled) for later distribution to such person, or to sell such property and add the proceeds of the sale to a trust of which such person is a beneficiary.

10.5 Tangible Personal Property. If any articles of tangible personal property pass to more than one beneficiary, those beneficiaries shall have sixty (60) days from the date the Trustee accepts appointment as Trustee to divide such property among themselves. If they do not agree to a division by then, such items shall be distributed to the beneficiaries in as nearly equal shares as is possible as follows: each beneficiary shall draw lots to determine who shall select first, and such beneficiary so determined to select first shall select one item, and then the next beneficiary in the order so determined shall select one item, and so on, until all such items of tangible personal property are selected and distributed. If the Trustee considers any such articles unsuitable for distribution, those articles may be sold (if they have monetary value) or donated (if they have nominal monetary value). Such determination shall be made in the Trustee's sole and absolute discretion. Any proceeds from the sale of tangible personal property shall be added to the trust's residuary estate, unless otherwise provided herein.

10.6 Provisions for Ultimate Termination of Trusts. No trust created hereunder may continue for a period longer than is permitted under the Rule Against Perpetuities, if any, or any other law of the jurisdiction which has application to the trusts herein. If the terms of any trust violate that Rule or law, then at the end of the longest period permitted under the applicable laws to extend the trust in question, the Trustee shall distribute the assets of that trust in equal shares to the then current beneficiaries to whom distributions could otherwise have been made.

10.7 Spendthrift Provisions. The beneficial interests in principal or income of any beneficiary of trusts created hereunder shall not vest until actually paid or distributed to such beneficiary, and such interest shall not be subject to claims of his or her creditors, or others, nor to legal process and shall not be voluntarily or involuntarily assigned, alienated, or encumbered. If, at the time any payments or distributions are due to a beneficiary, the Trustee is aware that the beneficiary is financially incompetent, or that creditors of the beneficiary are likely to interfere with the beneficiary's enjoyment and use of the payment or distribution, or if there is a judgment against the beneficiary or his or her interest in this trust, the Trustee is hereby directed to withhold distribution of either principal or income for any beneficiary for any length of time within the limits of the rule against perpetuities, and apply the same for the beneficiary's benefit when and in such manner as the Trustee deems appropriate.

Article Eleven

Miscellaneous and Definitional Provisions

11.1 Survivorship Provisions. The surviving Trustor shall be determined to survive the deceased Trustor if he or she survives the deceased Trustor by ninety (90) days. Any other person shall be determined to have survived the Trustor if such other person survives the Trustor by thirty (30) days.

11.2 Governing Law. This trust shall be governed by and construed according to the laws of the State of Washington.

11.3 Situs. The situs and place of administration (“situs”) of any trust created under this Trust shall, as to real property held in trust, be the jurisdiction where such property is located. The situs of any trust shall, as to personal property, be (a) the location of the main business office of the Trustee who then has custody of the trust records, wherever the Trustee may locate that office; or (b) any other situs (designated by the Trustee in a writing filed with the trust) that has sufficient contact with the trust to support jurisdiction of its courts over the trust. These provisions shall apply regardless of the Trustor’s domicile at the execution of this instrument or at the Trustor’s death, or the domicile or residence of any Trustee or beneficiary.

11.4 Copies. There is only one signed original of this trust. Anyone may rely on a Certificate of Trust regarding the Trustee and his powers over trust property and shall be held harmless for any resulting loss or liability from such reliance. Such Certificate of Trust shall be just as valid as this original trust.

11.5 Terms Used in This Trust. Pronouns, nouns, and terms used in this Trust include the masculine, feminine, neuter, singular, and plural form thereof wherever appropriate to the context. Unless some other meaning or intent is apparent from the context, the following terms, as used in this Trust, are defined as follows:

(a) Children. A reference to “children” or a “child” refers to the children listed in Article One and includes any child or children born to or adopted by the Trustor after this trust is signed, but excludes any child who is conceived after the Trustor’s death.

(b) Code. Any reference to the “Code” is to the appropriate section of the Internal Revenue Code of 1986, as amended, or to the corresponding provisions of any subsequently enacted federal tax law.

(c) Disability or Disabled. “Disability” or “disabled” means the inability of a person to manage that person’s property and affairs effectively due to reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power, or disappearance. Disability may be evidenced by written statement of a qualified physician and/or by other qualified persons with knowledge of any confinement, detention, or disappearance. Disability may be established by a finding of court having jurisdiction over the person.

(d) Distribution by Right of Representation. A distribution by “right of representation” to surviving issue shall mean a distributed in equal shares to such issue if they are all in the same degree of kinship to such person, or if of unequal degree of kinship, then those of more remote degree shall take only be representation as provided in RCW 11.02.005(13).

(e) Education. Discretionary distributions for “education” shall include distributions for private or public elementary, secondary, and preparatory schooling, as well as post-secondary, graduate, and post-graduate studies, and studies at accredited vocational, technical, and arts schools. In addition, discretionary distributions for educational purposes may include distributions for specialized formal or informal training in music, the stage, handicrafts, the arts, or sports,

whether by private instruction or otherwise, and any other activity, including foreign or domestic travel, that tends to develop fully the talents and potential of the beneficiary, regardless of age. Costs of education shall include the cost of all books, tuition and fees, together with the cost of housing, food, clothing, transportation and ordinary living costs incurred incidentally to the pursuit of such education, to the extent the same are deemed appropriate by the Trustee.

(f) Executor. "Executor" refers to the then-acting Executor or Executors, whether original or successor, individual or corporate, and regardless of gender. Executor has the same meaning as used in RCW 11.02.005(4).

(g) Fiduciary. "Fiduciaries" or "fiduciary" means any Executor or Trustee.

(h) Issue. "Issue" has the meaning given to it under RCW 11.02.005(8), as codified on the date of this Trust.

(i) RCW. All references to "RCW" are to the Revised Code of Washington and shall also include corresponding provisions of subsequent Washington laws.

(j) Tangible Personal Property. "Tangible Personal Property" means articles of personal or household use or ornament, for example, automobiles, boats, recreational equipment, household goods, furniture and furnishings, works of art, books, coins, stamps, and other collectibles, family memorabilia, and jewelry, clothing and other personal effects. The term includes articles even if held for investment purposes. It does not include property used primarily in a trade or business and it does not include intangibles, for example, money that is normal currency or normal legal tender, evidences of indebtedness, bank accounts or other monetary deposits, documents of title, or securities. Whether a particular item of property falls within the class of property governed by this Paragraph shall be in the sole judgment of the Trustee. Sets of items shall be considered single items. For example, a set of matched silverware pieces, a set of matched dishes, or a table and chair shall each be considered one item. Any gift of tangible personal property includes any policy of insurance relating to the property, and the net proceeds of all claims against any insurance company or other person arising out of or connected with any loss, theft, destruction, or damage of the property.

(k) Trustee. "Trustee" refers to the then-acting Trustee or Trustees, whether original or successor, individual or corporate, and regardless of gender.

Article Twelve

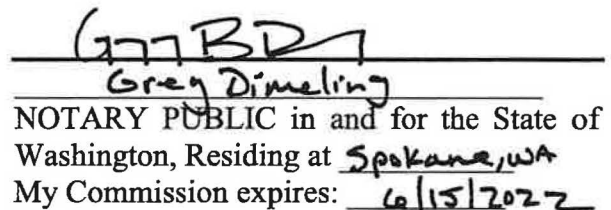
No Contest Provision

If any beneficiary becomes an adverse party in a proceeding to challenge this trust, notwithstanding any other provision herein to the contrary, I give to that person the total amount of One Dollar (\$1.00), and no more, and he shall forfeit the balance of his interest in the trust estate. This provision shall not be construed to limit appearance of any person as a witness in any proceeding in support of this Trust, nor to limit his appearance in any capacity in any proceedings for its construction so long as he is not an adverse party in such proceeding.


Boyd R. Lofgren

Helen L. Lofgren
Helen L. Lofgren

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





IDAHO DEPARTMENT OF
WATER RESOURCES

Northern Region • 7600 N Mineral Drive, Suite 100 • Coeur D'Alene, ID 83815-7763

Phone: 208-762-2800 • Fax: 208-762-2819 • Email: northerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

June 7, 2022

BOYD AND HELEN LOFGREN TRUST
AATN: BOYD & HELEN LOFGREN
2309 89TH STREET CT NW
GIG HARBOR, WA 98332-7526

RE: Application for Permit No. 97-8693

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 BONNER COUNTY DAILY BEE, PRIEST RIVER VERSION on 6/15/2022 and 6/22/2022. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the permit.

Please contact this office if you have any questions regarding the application.

Sincerely,

Tammy Alleman
Administrative Assistant

Alleman, Tammy

From: Alleman, Tammy
Sent: Tuesday, June 7, 2022 4:21 PM
To: bcdblegals@cdapress.com
Subject: Legal Notice for BCDB Priest River Version
Attachments: Legal Notice for 97-8642, 97-8680, 97-8684, 97-8693, 97-8694, 97-8701, 97-8717, 97-8718, 97-8739, 97-8752, .docx

Please publish the enclosed legal notice in the **Bonner County Daily Bee, Priest River Version** on the dates indicated **June 15th & June 22nd, 2022** (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 **July 5, 2022**. Your cooperation is appreciated.

Thank you,

Tammy



Tammy Alleman | Administrative Assistant
Idaho Department of Water Resources
Northern Regional Office
7600 N Mineral Drive, Suite 100
Coeur d'Alene, ID 83815-7763
Phone: (208) 762-2800

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

97-8642

GREGG PRUMMER
PO BOX 2146
PRIEST RIVER, ID 83856-2146
Point of Diversion SESWSE
S24 T57N R05W
BONNER County
Source SPRING
Tributary SINKS
Use: STOCKWATER FROM STORAGE
01/01 to 12/31 0.7 AF
Use: STOCKWATER STORAGE
01/01 to 12/31 31.3 AF
Total Diversion: 31.3 AF
Date Filed: 04-15-2022
Place Of Use: STOCKWATER FROM STORAGE, STOCKWATER STORAGE
T57N R05W S24 SWSE

97-8680

GREGG PRUMMER
PO BOX 2146
PRIEST RIVER, ID 83856-2146
Point of Diversion NWSESW
S24 T57N R05W
BONNER County
Source SPRING
Tributary PEEWEE CREEK
Use: STOCKWATER STORAGE
01/01 to 12/31 9.2 AF
Use: STOCKWATER FROM STORAGE
01/01 to 12/31 0.7 AF
Use: IRRIGATION STORAGE
01/01 to 12/31 30 AF
Use: IRRIGATION FROM STORAGE
04/01 to 10/31 30 AF
Total Diversion: 39.2 AF
Date Filed: 05-18-2022
Place Of Use: IRRIGATION FROM STORAGE, STOCKWATER FROM STORAGE
T57N R05W S24 NESW
Place Of Use: IRRIGATION STORAGE, STOCKWATER FROM STORAGE, STOCKWATER STORAGE
T57N R05W S24 SESW
Total Acres: 10

97-8684

GREGG PRUMMER
PO BOX 2146
PRIEST RIVER, ID 83856-2146
Point of Diversion NWSE
S24 T57N R05W
BONNER County
Source GROUND WATER
Use: IRRIGATION
04/01 to 10/31 0.2 CFS
Use: STOCKWATER
01/01 to 12/31 0.03 CFS
Total Diversion: 0.2 CFS
Date Filed: 05-18-2022
Place Of Use: IRRIGATION
T57N R05W S24
NESE, SWSE, SESE
Place Of Use: STOCKWATER
T57N R05W S24
NESE, NWSE, SESE, SWSE
Total Acres: 20

97-8693

BOYD AND HELEN LOFGREN TRUST
2309 89TH STREET CT NW
GIG HARBOR, WA 98332-7526

Point of Diversion L2(NWNE)
S3 T59N R04W
BONNER County
Source PRIEST LAKE
Tributary PRIEST RIVER
Use: DOMESTIC
01/01 to 12/31
Total Diversion: 0.04 CFS
Date Filed: 05-11-2022
Place Of Use: DOMESTIC
T59N R04W S3 L2(NWNE)

97-8694

ELIZABETH WARD
16229 22ND ST E
LAKE TAPPS, WA 98391-4916
Point of Diversion SENW
S36 T60N R05W
BONNER County
Source GROUND WATER
Use: DOMESTIC
1 /1 to 12/31
Total Diversion: 0.06 CFS
Date Filed: 05-26-2022
Place Of Use: DOMESTIC
T60N R05W S36 SENW

97-8701

PETER BOCK
DONNA T HERAK
72 TURTLE LN
PRIEST LAKE, ID 83856-8641
Point of Diversion SENW
S23 T61N R05W
BONNER County
Source GROUND WATER
Use: STOCKWATER
01/01 to 12/31 0.02 CFS
Use: IRRIGATION
04/01 to 10/31 0.12 CFS
Total Diversion: 0.14 CFS
Date Filed: 05-19-2022
Place Of Use: IRRIGATION,STOCKWATER
T61N R05W S23
SWNE,SEW
Total Acres: 4

97-8717

JAMI M BARNES
THOMAS M BARNES
PO BOX 1101
PRIEST RIVER, ID 83856-1101
Point of Diversion SESW
S31 T57N R04W
BONNER County
Source PRIEST RIVER
Tributary PEND OREILLE RIVER
Use: IRRIGATION
04/01 to 10/31
Total Diversion: 0.09 CFS
Date Filed: 05-27-2022
Place Of Use: IRRIGATION
T57N R04W S31
L9(SWSE),L9(SES),SESW
Total Acres: 3

97-8718

KEN MALIKOWSKI
1106 E BRENTWOOD DR
SPOKANE, WA 99208-8560

Point of Diversion L4(NESW)
S3 T59N R04W
BONNER County
Source GROUND WATER
Use: DOMESTIC
01/01 to 12/31
Total Diversion: 0.04 CFS
Date Filed: 05-09-2022
Place Of Use: DOMESTIC
T59N R04W S3 L4(NESW)

97-8739

LARRY A WHITE
PO BOX 83
PRIEST RIVER, ID 83856
Point of Diversion L2(SWSE)
S21 T56N R05W
BONNER County
Source GROUND WATER
Use: DOMESTIC
01/01 to 12/31 0.04 CFS
Use: STOCKWATER
01/01 to 12/31 0.02 CFS
Use: IRRIGATION
04/01 to 10/31 0.15 CFS
Total Diversion: 0.15 CFS
Date Filed: 06-03-2022
Place Of Use: DOMESTIC,IRRIGATION,STOCKWATER
T56N R05W S21
L2(SWSE),SWSE
Total Acres: 5

97-8752

ROBERT L LOWRY
3020 N LOCUST RD
SPOKANE, WA 99206
Point of Diversion NESE
S24 T56N R05W
BONNER County
Source PRIEST RIVER
Tributary PEND OREILLE RIVER
Use: IRRIGATION
04/01 to 10/31
Total Diversion: 0.03 CFS
Date Filed: 06-06-2022
Place Of Use: IRRIGATION
T56N R05W S24 NESE
Total Acres: 0.6

Permits will be subject to all prior water rights. For additional information concerning the property location, contact the Northern office at (208)762-2800; or for a full description of the right(s), please see <https://idwr.idaho.gov/apps/ExtSearch/WRAApplicationResults/>. 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 7/5/2022. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 6/15/2022 and 6/22/2022

Alleman, Tammy

From: Alleman, Tammy
Sent: Tuesday, June 7, 2022 4:36 PM
To: Horsmon, Merritt; Chantilly Higbee; IWRB Water Use Reviews; 'Mike Ahmer'; Anna Moody
Subject: Request for Comments WR#97-8693
Attachments: 97-8693 Application for Permit.pdf

Dear Interested Agencies:

The Department of Water Resources is seeking written comment and/or recommendations from your agency regarding the above referenced Water Right Permit application. You can find copies of the application 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(s), 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 the applications is July 5, 2022.**

Please contact the Northern Region Office at (208) 762-2800 if you have any questions regarding the Permit application.

Thank you,

Tammy



Tammy Alleman | Administrative Assistant
Idaho Department of Water Resources
Northern Regional Office
7600 N Mineral Drive, Suite 100
Coeur d'Alene, ID 83815-7763
Phone: (208) 762-2800