

FORM 12-2016 RECEIVED

OCT 18 2021

IDWR / NORTH

85435

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

Ident. No. 97-7975

- Name of applicant(s) ELKINS REEDER TERRACE UTILITY ASSOC Phone 509-991-7445
 Name connector (check one): ☐ and ☐ or ☐ and/or
 Mailing address 5622 W GRAY HERON LN City SPOKANE
 State WA ZIP 99208 Email _____
- Name of representative, if any _____ Phone _____
 Mailing address _____ City _____
 State _____ ZIP _____ Email _____
 a. ☐ Send all correspondence for this application to the representative and not to the applicant OR
☐ Send original correspondence to the applicant and copies to the representative.
 b. ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant OR
☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation.
- Source of water supply GROUND WATER which is a tributary of _____
- Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
61N	04W	19			NE	SE	BONNER	GROUND WATER	97-95-N-73

- Water will be used for the following purposes:
 Amount 0.10 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)
- Total quantity to be appropriated is (a) 0.10 cubic feet per second (cfs) and/or (b) _____ acre-feet per year (af).
- Proposed diverting works:
 a. Describe type and size of devices used to divert water from the source. APPLICANT HAS WELL AND PUMP TO USES.
 b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 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 _____ 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? 1995; drilling firm H2O WELL SERVICE;
 well was drilled for (well owner) AL ELKINS; Drilling Permit No. 97-95-N-73

For Department Use

Received by Ja Date 10-18-21 Time _____ Preliminary check by _____
 Fee \$ 100 Received by Ja Receipt No. N037679 Date 10-18-21

8. Description of proposed uses (if irrigation only, go to item 9):
- Hydropower; show total feet of head and proposed capacity in kW. _____
 - Stockwatering; list number and kind of livestock. _____
 - Municipal; must complete and attach the [Municipal Water Right Application Checklist](#).
 - Domestic; show number of households 4 HOMES
 - Other; describe fully. 4 HOMES WITH UP TO 1/2 ACRE OF IRRIGATION PER HOME
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	
61N	04W	19													D	D	D	D	
																		GL6	

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? 97-7357. THIS APPLICATION WOULD USE THE SAME WELL AS 97-7357 BUT IS FOR ADDITIONAL HOMES NOT COVERED UNDER LICENSE.
11. a. Who owns the property at the point of diversion? ELKINS REEDER TERRACE HOMEOWNERS ASSOC
- b. Who owns the land to be irrigated or place of use? USERS OF HOMEOWNERS ASSOC
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: AGREEMENT TO USE WELL IN PLACE
12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. APPLICANT HAS WELL THAT IS USED TO SERVE 4 HOMES WITH IRRIGATION UP TO 1/2 ACRE PER LOT.
13. Time required for completion of works and application of water to proposed beneficial use is 1 years (minimum 1 year).
14. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map or maps clearly identifying the proposed point of diversion, place of use, section #, township & range. The map scale shall not be less than two (2) inches equal to one (1) mile.

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

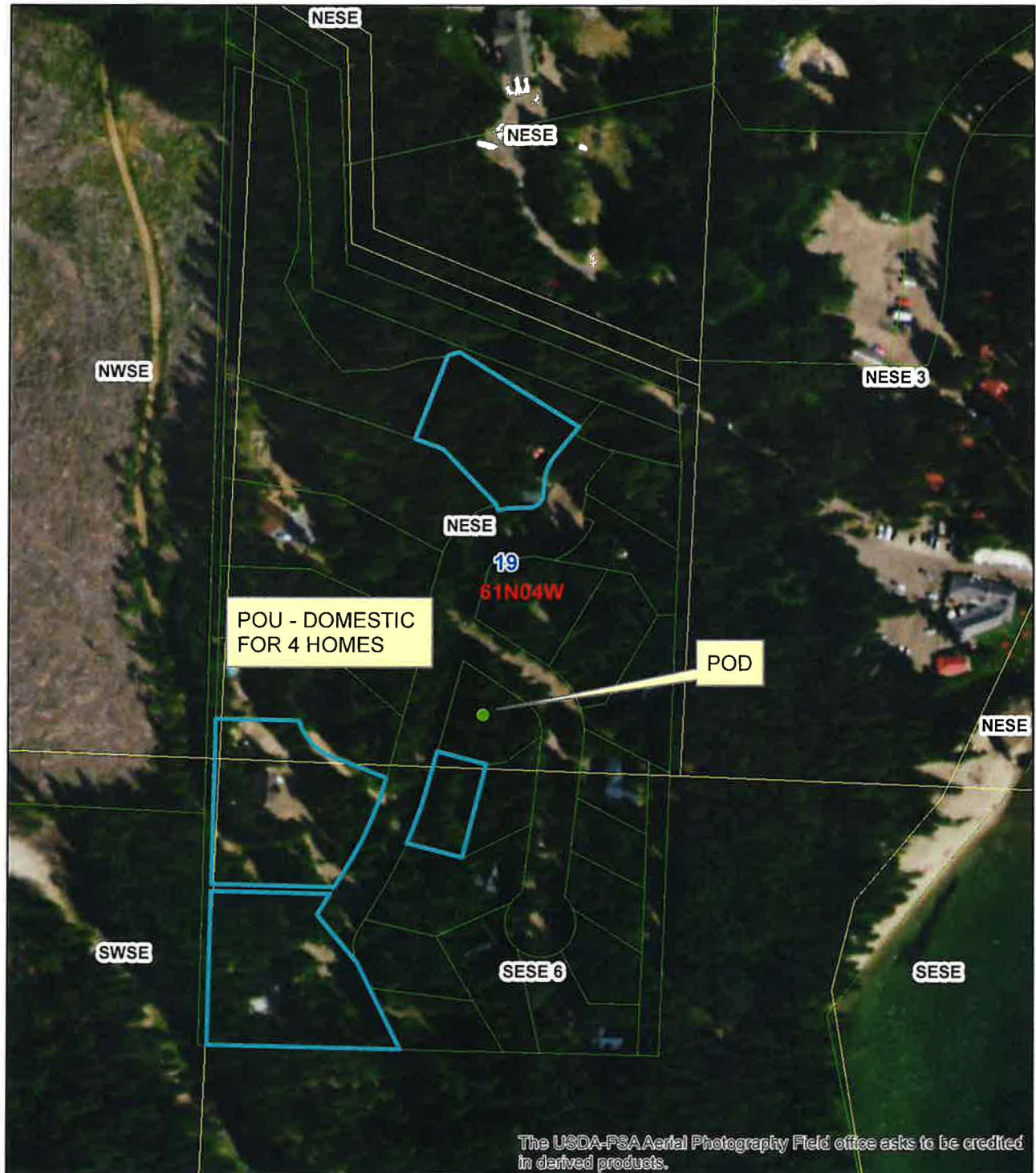
Signature of Applicant

PHIL Konynebelt President
Print Name (and title, if applicable)

Signature of Applicant

Print Name (and title, if applicable)

APPLICATION MAP



Legend

- Parcels
- Township/Range
- Sections
- QQ

0 0.0225 0.045 0.09 Miles



ELKINS' REEDER TERRACE SUBDIVISION
WATER, SEWER AND ROADWAY AGREEMENT

THIS AGREEMENT is made and entered into this 29 day of July, 1996 by and between ALBERT L. ELKINS, P.O. Box 2, Nordman, Idaho 83848 ("Elkins") and the property owners of Elkins Reeder Terrace Subdivision ("Association").

RECITALS

A. Elkins is the developer of Elkins Reeder Terrace Subdivision, ("Subdivision") a tract of property described on Exhibit A attached hereto and incorporated herein by reference.

B. Elkins has, or will be, constructing and developing a water system serving all lots within the subdivision including a well, pump house and water lines and a community sewer system to benefit Lots 1 through 7 and Lot 16 and Lot 17 including sewer lines and a drainfield. Lots 8 through 15 will be served by individual subsurface drainfields. Elkins also has, or will be, constructing and developing stormwater management facilities and access roadway to the lots within the Subdivision.

C. Elkins desires to transfer the water system, community sewer system which benefits Lots 1 through 7 and Lot 16 and Lot 17, the stormwater management facilities and the roadway to the Association for ownership, operation and maintenance.

D. The individual property owners acquiring property within the Subdivision agree to be subject to the agreements contained herein.

E. Hazel H. Parsons, Leonora McClellan, Matthew Pool, and Willard and Patricia Henning have heretofore purchased lots within the Subdivision and sign this Agreement as being bound by the terms and conditions set forth herein.

FOR VALUABLE CONSIDERATION RECEIVED, receipt of which is hereby acknowledged, the parties agree as follows:

1. **Name.** The name of the system ownership is to be Elkins Reeder Terrace Utility Association, hereinafter referred to as the "Association". The Association shall acquire, operate and maintain the permanent water system, community sewer system, stormwater management facilities and roadway system developed by Elkins.

2. Purpose. The Association is organized solely for the purpose of maintaining, repairing and operating the water system, community sewer system serving Lots 1 through 7 and Lot 16 and 17, the stormwater management facilities and the roadway system to deliver potable water, sewer services and provide year round access to and for the parcels of real property contained in Elkins Reeder Terrace Subdivision.

The water and sewer services provided by the respective systems shall be for domestic use only for one single-family residence per parcel. No sewer services provided by the sewer system shall be furnished to any other parcel beyond those identified in the platted subdivision of the property described as Elkins Reeder Terrace Subdivision.

It is contemplated that Elkins may develop additional property in close proximity to Elkins Reeder Terrace Subdivision. In the event Elkins does so, Elkins shall have the right to designate further additional parcels of real property to receive water from the system, to the extent that the system has the capacity or can be improved to have the capacity to service such parcels. All costs required to extend the water system and provide water service to the additional parcels will be borne solely by Elkins. The users of these systems will agree to be bound by the terms of this agreement.

Each owner shall have the right of use of the roadway and easement for the purpose of providing vehicle access to and from their individual properties, upon a non-exclusive basis and in conjunction with the equivalent right of every other owner.

3. Ownership of Systems. The ownership of the water system, community sewer system, stormwater management facilities and roadway system shall be vested in the Association represented by shares of the individual property owners. One share shall be permanently appurtenant to each of the platted parcels comprising the property described in Elkins Reeder Terrace Subdivision. Each share shall be entitled to one vote in the Association endeavors and decisions shall be made by a majority vote of the Association. The Association may enter into any type of entity it deems appropriate, and may promulgate bylaws to set forth the operation of the Association.

4. Connection Fee. The property owners acquiring parcels in Elkins Reeder Terrace Subdivision heretofore and subsequent to the recording of this Water, Sewer and Roadway Agreement, shall pay to Elkins an initial connection fee into the water system and community sewer system. Lots 1 through 7 and Lot 16 and Lot 17 shall pay a connection fee in the amount of \$5,000.00. Lots 8 through 15 shall pay a connection fee in the amount of \$2,500.00 to Elkins.

5. Operation. The Association shall be fully responsible for operating, maintaining and repairing the water and community sewer systems and for complying with any and all requirements of any rules and regulations promulgated by the State of Idaho DEQ and Panhandle Health District. The Association shall be fully liable for all associated costs involving the water and community sewer system, including, but not limited to: operation, monitoring, repairs, and maintenance and any other incidental expenses associated with the water system.

The Association shall provide maintenance and repair to the subdivision roadways. The roadway shall be defined as the travel surface serving the lots within the Subdivision and shall not include driveway approaches within the right-of-way. The repairs to be undertaken and performed under this agreement shall include the following, as required and as determined by the Association:

- a. Grading, maintenance and filling pot holes.
- b. Operation, maintenance and repair of drainage and Stormwater Management System. Stormwater Facility operation and maintenance procedures shall be in accordance with the best management practices, as outlined in the County approved Stormwater Management Plan.
- c. Oiling and/or chemical dust suppressants which are environmentally sound.
- d. Snow removal.

Any additional maintenance and/or repairs deemed necessary or advisable, but not included within the maintenance and repairs specified above, shall not be undertaken under this agreement except with the consent of a simple majority of the Association.

The Association may employ one or more persons to provide operation, maintenance and repairs to the water system, community sewer system, stormwater management facilities and roadway system. The Association may designate an agent for supervising and determining when maintenance to the water system, community sewer system, stormwater management facilities and roadway system is necessary and/or desirable. Such agent shall serve at the pleasure of the Association, and may receive compensation as fixed by the Association.

Elkins warrants that the water system, community sewer system, stormwater management facilities and roadway system are constructed with all State and County requirements and specifications. Elkins agrees to provide a one year warranty on construction of the water system, community sewer system, stormwater management facilities and roadway system, after acceptance by Bonner County as complete for each system. This is not intended to constitute a release of any claims that Elkins or the Association may have against any contractors or subcontractors performing the construction on the systems.

Other than the initial one year warranty on construction the Association agrees to indemnify and hold harmless Elkins for any liability for future maintenance and repair costs and expenses, and for any personal injury or property damage resulting or arising out of the maintenance or repair undertaken pursuant to this Agreement.

6. Insurance. The Association shall maintain general liability insurance coverage for \$1,000,000 per occurrence and \$1,000,000 aggregate which shall cover any claims or losses arising out of or in connection with the operation, maintenance, repair, and improvement of the water and community sewer system.

7. Matters of Administration. The Association shall have the right to determine the form of ownership it so desires and the individual property owners shall be subject to any rules, regulations or bylaws so promulgated by the Association. When the Association is formed, it agrees to ratify and adopt this Agreement.

8. Successors and Assigns. The obligation and benefits under this Agreement shall run with the land regardless of any changes of ownership of the property or other property served by the water and community sewer system and the rights and liabilities hereunder shall be binding upon and inure to the benefit of each owners's and Elkins' heirs, successors, and assigns.

9. Segregation. Invalidation of any provision of this Agreement by judgement or court order shall have no effect on the remaining provisions and the remaining provisions shall remain in full force and effect.

10. Attorney's Fees and Costs. In the event of legal action to enforce any of the terms and conditions of this Agreement, the prevailing party shall be entitled to recover his or her costs and reasonable attorney's fees, whether or not suit is actually instituted.

11. Duration. The water and community sewer systems shall continue to operate until either the subdivision is abandoned and the services are not required, or until public water and sewer service is available.

12. Protective Covenants. The Association shall be required to keep the water supplied by said well free from impurities which might be injurious to the public health and the Association shall be required to keep and maintain the community sewer system in accordance with all applicable laws. The Association shall be required to maintain the roadways for year round access to all parcels in Elkins Reeder Terrace Subdivision unless otherwise decided by the majority of the property owners. The Association shall be required to maintain the stormwater management system in properly functioning condition, maintained as designed and as outlined in the Handbook of Best Management Practices.

13. Maintenance Assessments. Maintenance assessments are addressed within Section III of the Declaration of Restrictive Covenants for Elkins' Reeder Terrace Subdivision, which by reference is made a part of this Agreement. It is intended that this Water, Sewer and Roadway Agreement is to be executed with and construed concurrently with the Declaration of Restrictive Covenants.

DATED this 29 day of Nov, 1996.

Albert L. Elkins
Albert L. Elkins

FILED BY
Elkins
1997 MAY - 1 P 4: 05
30 cc

MARIE SCOTT
BONNER COUNTY RECORDER

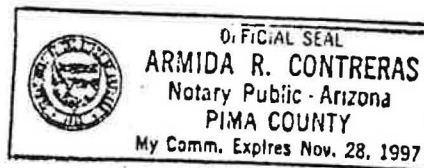
Deputy DEPUTY

STATE OF AZ)

COUNTY OF Pima) ss.

On this 29 day of Nov, 1996, before me, the undersigned, a Notary Public in and for said state, personally appeared Albert L. Elkins, personally known to me or proved to me on the basis of satisfactory evidence to be the person or persons whose name or names are subscribed to the within instrument and acknowledged that said person or persons executed the same.

Armida R. Contreras
Notary Public
Residing Tucson
Commission Expires 11-28-97



ERTUA Annual Meeting
Dennis and Beth Aho deck
August 7, 2021

1. *President*, Dennis Aho called the meeting to order at 10:15 AM. Everyone was introduced.

Present: Dennis and Beth Aho, Jerry and Judy Zweifel, Jana Knutson, Callie Moore, Gil and Beth Miller, Dennis and Kathy Truesdale, Phil Konynenbelt, Steve and Brenda Ramsey, Lance and Cynthia Muncey, Matt and Micaela Jaime, Nancy Chappell, Dena Chappell.

Guests: Gary and Jill Funaro (Elkins Reeder Acres lot owner)

2. *Election of Officers:*

Callie moved to elect Phil Konynenbelt as President, Nancy seconded the motion and it was carried.

Nancy moved to reelect Steve Chappell as Vice President, Gil seconded the motion and it was carried.

Callie moved to elect Cynthia Muncey as Secretary, Kathy seconded the motion and it was carried.

Judy moved to elect Lance Muncey as Treasurer, Callie seconded the motion and it was carried.

3. *Minutes of 2020 ERTUA Meeting:*

Copies of the 2020 minutes were passed out. It was unanimous in favor to dispense reading of the 2020 minutes. Dennis Truesdale made a motion to accept the minutes of the last meeting. Judy Zweifel seconded the motion and it was carried.

4. *Treasurer's Report:*

Nancy emailed a copy of the 2020/2021 Treasurer's Report to all lot owners prior to the meeting.

The major expense was the replacement of the bridge, which cost \$53,966.72. A total of \$33,100 was collected this year through dues and assessments, and the majority went towards the bridge replacement expenses. There were no other major expenses. All assessments have been paid in full. No dust control was performed this year, which usually costs about \$1800. A bad snow year costs \$2000-3000 for snow removal. Currently there is \$3790.34 in the bank account.

Last year the fee was \$75 per year for lot owners hooked up to the well to pay for the well electricity. Looking back at the well expenses for the last year Nancy recommended reducing the fee to \$50.

Beth Aho made a motion to accept the treasurer's report, Phil Konynenbelt seconded the motion and it was carried.

5. *Architectural Report:*

Dennis Aho reported one plan has been submitted and approved for Lot 2.

The 2020/2021 Architectural Board members agreed to continue to serve for 2021/2022: Dennis Aho, Dennis Truesdale, Phil Konynenbelt, Jeff McKee. Gil Miller volunteered to serve as well.

Callie Moore made a motion to accept Dennis Aho, Dennis Truesdale, Phil Konynenbelt, Jeff McKee and Gil Miller as Architectural Board members. Lance Muncey seconded the motion and it was carried.

6. *Old Business:*

A) *Dennis Truesdale reported on the completed Shadow Brook Drive bridge replacement.*

TruNorth Steel of Missoula, Montana was chosen to build and install the bridge. The total cost to replace the bridge was \$53,966.72. To build and deliver the bridge was \$33,071.72, and installation and removal/disposal of old bridge was \$20,895. The bridge project was delivered and installed on budget.

The bridge removal and replacement, and rebuild of abutments were completed in 5 working days. The new bridge was available to use the afternoon of April 28. The road level has been raised 18 inches and is more level and accessible than before. At least four truckloads of crushed gravel were laid and compacted on the bridge and road surface.

The old bridge was removed and was reported to be more rotted and weakened than we may have been aware.

This bridge is a highway legal rated bridge, steel construction, rated 45 ton truck rating, or 90,000 pounds.

This was a very large project undertaken by Dennis Truesdale, Phil Konynenbelt, Dennis Aho, and Jeff McKee. Thank you to this committee for your time and contribution to the community's new bridge.

B) *Formal vote on combining both Associations:*

Dennis Aho provided the CC&R's for both Elkins Reeder Terrace and Elkins Reeder Acres to a lawyer, who suggested the associations be combined without any exclusions (inherit road, well, etc) and have a mutual agreement.

The history of why these two communities are separate and have separate CC&Rs is these two communities were developed at different times. Each community has its own well, with 2 lots from Elkins Reeder Acres served by water from the well in Elkins Reeder Terrace.

Benefits of combining the associations and becoming one community would be more lots paying in assessments towards the mutual expenses of water, road and insurance.

Gil Miller asked if the Elkins Reeder Acres well water had been tested. Cynthia Muncey is unaware of any testing of the well water to date, though Heidi Potter had volunteered to get the water tested earlier this year. Cynthia will follow up with Heidi.

Callie Brown asked how the Elkins Reeder Acres well pump is doing, and if there is a generator for it. Cynthia Muncey reported that the well had a small leak from a pipe in the vault last fall that was repaired, and the well was determined to be functioning properly. In June of this year the repaired area was leaking and the part replaced at no additional charge, and the well determined to be functioning properly. No, there is not a generator for the well.

A motion was made by Judy Zweifel to invite Elkins Reeder Acres to join Elkins Reeder Terrace Utility Association. Callie Moore seconded the motion and it was carried.

Elkins Reeder Acres members voted Board of Directors and positions by majority vote. John & Tarna McCurtain voted by proxy (held by Dennis Aho).

President – Gary Funaro

Vice President – Dennis Aho

Secretary – Cynthia Muncey
Treasurer – Lance Muncey

Elkins Reeder Acres member Lance Muncey made a motion for Elkins Reeder Acres to accept the invitation to join Elkins Reeder Terrace Utility Association. Jill Funaro seconded the motion and it was carried.

Cynthia Muncey will contact Brian Elkins to start the transfer of the funds in the Wells Fargo checking account to the Elkins Reeder Acres Treasurer.

7. *New Business:*

- A) *Assign a person or committee to review the CC&Rs and help create one association.*

The question was raised if the CC&R's will need amendments or be re-written for the associations to combine. Phil Konynenbelt will report back after he explores this question with an attorney.

- B) *Spend money on dust control?*

Dennis Truesdale noted that salt derived forms of dust control products are caustic to the new steel bridge. The alternative is a wood derivative and is messy and oily. Dennis T. also suggested a few truckloads of crushed gravel first from the bridge to Cougar Gulch, noting that area is more dirt than gravel.

Gil Miller made a motion to treat the road next spring. The motion was seconded by Phil Konynenbelt and it was carried.

- C) *Should we consider a fall clean-up day of brush along the road?*

It was unanimously decided not to have a fall clean-up day since unable to burn the debris due to dry conditions and fire restrictions.

- D) *Garbage Dumpster*

Phil Konynenbelt proposed a garbage dumpster for use by our community. Location was discussed and proposed to locate the dumpster on the well lot. Garbage pickup is on Mondays, with service only during peak season (5 months of the year). The price breaks down to less than \$47 per lot for the year.

8 yard dumpster cost:	Peak	\$168 per month
	Offpeak	\$34 per month
	Delivery of dumpster	\$246 (one time fee)

Concern was expressed about visibility of the dumpster. It was agreed to look at options to minimize visibility of the dumpster to homeowners.

Phil K. made a motion to propose Waste Management service with an 8 yard dumpster to be located on the well lot starting next May 2022. Association pays, including delivery fee. Motion was seconded by Beth Aho and it was carried.

Votes: Yes – 5, No – 3

8. *Assessment Fees for 2021/2022*

A) *Maintain, raise or lower fees?*

The base assessment is \$400, plus \$75 for those connected to the water. Nancy proposed a decrease to \$50 for the water since well expenses have been consistently less than expected for the past year.

Judy Zweifel made a motion to continue the \$400 base assessment and decrease the water assessment to \$50 for all lot owners connected to the water for 2021/2022. Dennis Truesdale seconded the motion and it was carried.

B) *Do we establish a cap on the savings account?*

Dennis Aho noted there is water infrastructure that needs to be maintained and will one day require repairs or replacement. It was unanimously decided not to establish a cap on the savings account at this time.

9. *Announcements:*

Gil Miller would like to remove the electrical pedestal that served the now defunct septic drain field. Discussion ensued that electricity may still be running through the pedestal and that issue would need to be resolved first. Agreed that this can be removed but how to do this was not determined.

Gil Miller and family would like to extend their thanks to the community for their cooperation during the wedding celebration of their granddaughter at their cabin the weekend of July 10th.

10. *Adjournment:*

Next meeting will be at the Moore cabin on August 6, 2022.

The Zweifel's offered to be a back-up host.

An updated list of names and addresses are attached.

Thanks to Dennis and Beth Aho for hosting the meeting.

Respectfully,
Cynthia Muncey, Secretary

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, is made and entered into as of the 7th day of August, 2021, regardless of the date of execution, (hereinafter "Effective Date"), by and between ELKINS REEDER TERRACE UTILITY ASSOCIATION d/b/a ELKINS REEDER TERRACE UTILITY ASSOCIATION, an Idaho Homeowners Association (hereinafter referred to as "Terrace" or the "Surviving HOA") and ELKINS REEDER ACRES HOA, an Idaho Homeowners Association, (hereinafter referred to as "Acres").

RECITALS

A. Terrace is a homeowners association organized and existing under the laws of the State of Idaho.

B. Acres is a homeowners association organized and existing under the laws of the State of Idaho.

C. The Boards of Directors of Terrace and Acres deem it advisable for the benefit of each homeowners association that the two homeowners associations merge into a single home owners association on the terms and conditions set forth herein, in accordance with the laws of the States of Idaho.

D. The parties agree that Acres shall be merged with and into Terrace as the Surviving homeowners association in accordance with the laws of the State of Idaho, and that the name of the Surviving HOA shall remain "ELKINS REEDER TERRACE UTILITY ASSOCIATION".

E. The parties further agree that while the CC&Rs for the various parcels subject to the homeowners association shall remain unchanged, however, the governing body of ELKINS REEDER TERRACE UTILITY ASSOCIATION shall govern the oversight, operation, business and enforcement of the CC&R restrictions.

NOW, THEREFORE, in consideration of the mutual promises and covenants, and subject to the conditions set forth herein, the merging homeowners associations agree as follows:

1. Merger of Terrace and Acres. After full compliance with applicable laws of the State of Idaho and upon the filing of any other necessary documentation with the Idaho Secretary of State, as may be required, Acres shall be merged with and into Terrace ("Surviving HOA" herein).

2. Name of the Surviving HOA: "ELKINS REEDER TERRACE UTILITY ASSOCIATION". The name of the Surviving HOA shall be "ELKINS REEDER TERRACE UTILITY ASSOCIATION". The purposes, location of the principal offices:

for the transaction of business and the voting rights shall be as set out in the governing documents of the Surviving HOA.

3. Governing Documents and Bylaws. The governing documents of Terrace in force on the Effective Date shall continue to be the governing documents of the Surviving HOA until the same shall be further altered, amended or repealed in the manner provided therein and as prescribed by law, and the terms and provisions thereof are hereby incorporated in this Agreement with the same force and effect as though herein set forth in full. Notwithstanding, nothing herein shall modify or change the CC&Rs applicable to each homeowner's parcel.

4. Officers and Board of Directors. The officers and directors of the Surviving HOA shall become, on the Effective Date:

President/Director.....	PHIL KONYNENBELT
Vice President/Director	STEVE CHAPPELL
Secretary/Director	CYNTHIA MUNCEY
Treasurer/Director	LANCE MUNCEY

Such officers and directors shall hold the respective offices until the next annual meeting of Directors of the Surviving HOA, and until their respective successors be elected and qualified.

5. Voting Rights. In accordance with the governing documents for the Surviving HOA, each owners of land within the ELKINS REEDER TERRACE UTILITY ASSOCIATION and ELKINS REEDER ACRES HOA shall be entitled to one vote in the Surviving HOA for each lot owned within the property within ELKINS REEDER TERRACE UTILITY ASSOCIATION and ELKINS REEDER ACRES HOA. The total available votes shall be based upon the total number of lots in both the ELKINS REEDER TERRACE UTILITY ASSOCIATION and the ELKINS REEDER ACRES HOA.

6. Approval of Members of ELKINS REEDER TERRACE UTILITY ASSOCIATION and ELKINS REEDER ACRES HOA. This Agreement and Plan of Merger has be submitted to the members of Acres and Terrace for the purpose of considering and acting thereon, and has been approved by the members of Acres and Terrace.

7. Effect of Merger. Upon the execution and filing any other required documents, the separate existence of Acres shall cease, and it shall be merged into Terrace, the Surviving HOA, in accordance with the provisions of this Agreement and Plan of Merger. The Surviving HOA shall possess all the rights, privileges, powers, franchises and immunities of a public and of a private nature and be subject to all the restrictions, liabilities, disabilities and duties of Acres, and each of the rights, privileges,

powers, franchises, immunities, and all interests of Acres shall thereafter be the property of the Surviving HOA as though it were Acres, and the title to any real estate, whether by deed or otherwise, vested in either homeowners association shall not revert or be in any way impaired by reason of this merger; provided, that all rights of creditors and all liens upon the property of either homeowners associations shall be preserved unimpaired, and all debts, liabilities and duties of Acres shall henceforth attach to the Surviving HOA and may be enforced against it to the same extent as if the same debts, liabilities and duties had been incurred or contracted by it.

8. General Provisions.

8.1 Waiver. Any failure on the part of either party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived in writing by the party to whom such compliance is owed.

8.2 Amendment. This Agreement may be amended at any time prior to the Effective Date, whether before or after approval by the members, by written instrument executed by their respective Boards of Directors.

8.3 Entire Agreement. This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein contained.

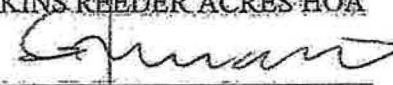
8.4 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, pursuant to the authority given them by their respective Boards of Directors, have caused this Agreement and Plan of Merger to be signed by the respective officers as of the date stated above.

ELKINS REEDER TERRACE
UTILITY ASSOCIATION


10/05/2021, President
PHIL KOWYNENBELT

ELKINS REEDER ACRES HOA


11/08/2021, President
Gary Finaro

**MINUTES OF ACTION OF
THE BOARD OF DIRECTORS
FOR
ELKINS REEDER ACRES HOA**

Pursuant to Idaho Code Sections 30-30-613 the undersigned directors consent to and adopt the following minutes as Minutes of a Special Meeting of the Board of Directors of the Corporation.

AUTHORIZE MERGER WITH ELKINS REEDER TERRACE UTILITY ASSOCIATION:

WHEREAS, the Board of Directors believes that it is in the best interests of this Corporation that it merge with ELKINS REEDER TERRACE UTILITY ASSOCIATION and that ELKINS REEDER TERRACE UTILITY ASSOCIATION be the surviving Corporation, and such merger is authorized by the State of Idaho, NOW, THEREFORE, IT IS

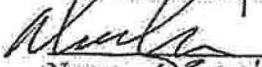
RESOLVED, that the Board of Directors hereby recommends, approves, and adopts the proposed Agreement and Plan of Merger between this Corporation and ELKINS REEDER TERRACE UTILITY ASSOCIATION, an Idaho Homeowners Association, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein as though fully set forth.

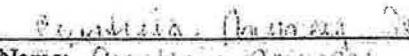
These Minutes of Action may be executed in one or more counterparts, all of which, when taken together, may be certified by any proper officer of the Corporation as actions taken by the Board of Directors and Shareholders of the Corporation as of August 7, 2021.

IN WITNESS WHEREOF, the undersigned, representing all of the directors of the Corporation, indicate their approval of the above and foregoing as of the date last above mentioned.

DIRECTORS:

 President
Name: GARY FUNNICK

 Vice President
Name: DENNIS AGO

 Secretary
Name: CYNTHIA BRUNDAGE

 Treasurer
Name: LANCE HUNSLEY

**MINUTES OF ACTION OF
THE BOARD OF DIRECTORS
FOR
ELKINS REEDER TERRACE UTILITY ASSOCIATION**

Pursuant to Idaho Code Sections 30-30-613 the undersigned directors consent to and adopt the following minutes as Minutes of a Special Meeting of the Board of Directors of the Corporation.

AUTHORIZE MERGER WITH ELKINS REEDER ACRES:

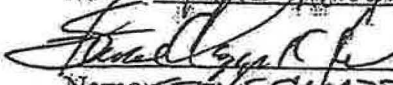
WHEREAS, the Board of Directors believes that it is in the best interests of this Corporation that it merge with ELKINS REEDER ACRES HOA and that ELKINS REEDER TERRACE UTILITY ASSOCIATION be the surviving Corporation, and such merger is authorized by the State of Idaho, NOW, THEREFORE, IT IS

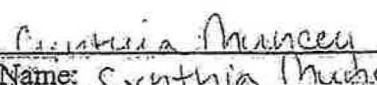
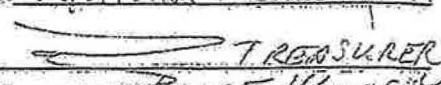
RESOLVED, that the Board of Directors hereby recommends, approves, and adopts the proposed Agreement and Plan of Merger between this Corporation and ELKINS REEDER ACRES HOA, an Idaho Homeowners Association, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein as though fully set forth.

These Minutes of Action may be executed in one or more counterparts, all of which, when taken together, may be certified by any proper officer of the Corporation as actions taken by the Board of Directors of the Corporation as of August 7, 2021.

IN WITNESS WHEREOF, the undersigned, representing all of the directors of the Corporation, indicate their approval of the above and foregoing as of the date last above mentioned.

DIRECTORS:


Name: PHIL KINN-NEYBELT **PRESIDENT**

Name: STEVE CHAPPELL **V.P.**


Name: Cynthia Muncy **Secretary**

Name: LANCE MUNCY **TREASURER**

ElkinsReederTerraceUtilityAssociation 2021 - ERA.doc

Alleman, Tammy

From: Alleman, Tammy
Sent: Thursday, October 28, 2021 1:04 PM
To: Chantilly Higbee; Anna Moody
Subject: Request for Comments for WR#97-7975 0.10 cfs Domestic Use for 4 Homes
Attachments: 97-7975 Application for Permit.pdf

Dear Department of Environmental Quality:

The Department of Water Resources is seeking written comment and/or recommendations from your agency regarding the above referenced Water Right 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 November 22, 2021.

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



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

October 27, 2021

ELKINS REEDER TERRACE UTILITY ASSN
5622 W GRAY HERON LN
SPOKANE, WA 99208

RE: Application for Permit No. 97-7975 & 97-7976

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 11/3/2021 and 11/10/2021. 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: Wednesday, October 27, 2021 11:13 AM
To: bcdblegals@cdapress.com
Subject: Legal Notice for Priest River Version of Daily Bee
Attachments: Legal Notice for 97-7603, 97-7836, 97-7923, 97-7958, 97-7975, 97-7976, 97-7981, & 97-7982.docx

Please publish the enclosed legal notice in the **Bonner County Daily Bee, Priest River Version** on the dates indicated **November 3rd & November 10th, 2021** (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 **November 22nd, 2021**. 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:

97-7603

CHARLES FORD
BELINDA FORD
PO BOX 2032
PRIEST RIVER, ID 83856
Point of Diversion SESENE
S22 T58N R04W
BONNER County
Source SPRING
Tributary EAST RIVER
Use: IRRIGATION
04/01 to 10/31 0.09 CFS
Use: STOCKWATER
01/01 to 12/31 0.02 CFS
Total Diversion: 0.11 CFS
Date Filed: 10-20-2021
Place Of Use: IRRIGATION, STOCKWATER
T58N R04W S22 SENE
Place Of Use: IRRIGATION, STOCKWATER
T58N R04W S23 SWNW
Total Acres: 3

97-7836

PHILIP MARTIN
KELLEY MARTIN
4211 51ST AVE NE
SEATTLE, WA 98105-4930
Point of Diversion SENE
S28 T60N R04W
BONNER County
Source PRIEST LAKE
Tributary PRIEST RIVER
Use: DOMESTIC
01/01 to 12/31 0.04 CFS
Use: IRRIGATION
04/01 to 10/31 0.08 CFS
Total Diversion: 0.12 CFS
Date Filed: 09-30-2021
Place Of Use: DOMESTIC, IRRIGATION
T60N R04W S28 SENE
Place Of Use: IRRIGATION
T60N R04W S28 L1(SENE)
Total Acres: 0.8

97-7923

JAMES MALONE
JASMIN MALONE
218 POLOMA LN
PRIEST RIVER, ID 83856-9003
Point of Diversion SESENE
S16 T58N R04W
BONNER County
Source SPRING
Tributary SINKS
Use: DOMESTIC
01/01 to 12/31 0.04 CFS
Use: STOCKWATER
01/01 to 12/31 0.02 CFS
Total Diversion: 0.06 CFS
Date Filed: 10-05-2021
Place Of Use: DOMESTIC, STOCKWATER
T58N R04W S16 SENE

97-7958

WINFRED MALPICA
104 CAT RD
PRIEST RIVER, ID 83856-4909
Point of Diversion NWNWNW
S20 T58N R04W

BONNER County
Source SPRING
Tributary SINKS
Use: DOMESTIC
01/01 to 12/31
Total Diversion: 0.04 CFS
Date Filed: 10-20-2021
Place Of Use: DOMESTIC
T58N R04W S20 NWNW

97-7975
ELKINS REEDER TERRACE UTILITY ASSN
5622 W GRAY HERON LN
SPOKANE, WA 99208
Point of Diversion NESE
S19 T61N R04W
BONNER County
Source GROUND WATER
Use: DOMESTIC
01/01 to 12/31
Total Diversion: 0.1 CFS
Date Filed: 10-18-2021
Place Of Use: DOMESTIC
T61N R04W S19
NESE,NWSE,SWSE,L6(SESE)

97-7976
ELKINS REEDER TERRACE UTILITY ASSN
5622 W GRAY HERON LN
SPOKANE, WA 99208
Point of Diversion NESE
S19 T61N R04W
BONNER County
Source GROUND WATER
Use: DOMESTIC
01/01 to 12/31
Total Diversion: 0.1 CFS
Date Filed: 10-18-2021
Place Of Use: DOMESTIC
T61N R04W S19
NESE,NWSE,L6(SESE)

97-7981
KEITH L SCHOFIELD REVOCABLE TRUST
PO BOX 21
NORDMAN, ID 83848-0021
Point of Diversion SESE
S18 T61N R04W
BONNER County
Source GROUND WATER
Use: FIRE PROTECTION STORAGE
01/01 to 12/31 6.8 AF
Use: IRRIGATION STORAGE
01/01 to 12/31 10 AF
Use: IRRIGATION FROM STORAGE
04/01 to 10/31 10 AF
Use: STOCKWATER STORAGE
01/01 to 12/31 1.3 AF
Use: STOCKWATER FROM STORAGE
01/01 to 12/31 1.3 AF
Total Diversion: 18.1 AF
Date Filed: 10-12-2021
Place Of Use: FIRE PROTECTION STORAGE,IRRIGATION FROM STORAGE,IRRIGATION STORAGE,STOCKWATER FROM STORAGE,STOCKWATER STORAGE
T61N R04W S18 SESE
Place Of Use: IRRIGATION FROM STORAGE,STOCKWATER FROM STORAGE
T61N R04W S18 SWSE
Total Acres: 10

97-7982

KEITH L SCHOFIELD REVOCABLE TRUST

PO BOX 21

NORDMAN, ID 83848-0021

Point of Diversion L2(SWNW)

S18 T61N R04W

BONNER County

Source GROUND WATER

Use: STOCKWATER

01/01 to 12/31 0.03 CFS

Use: IRRIGATION

04/01 to 10/31 0.94 CFS

Total Diversion: 0.97 CFS

Date Filed: 10-12-2021

Place Of Use: IRRIGATION, STOCKWATER

T61N R04W S18

NESW, L1(NWNW), L3(NWSW), L2(SWNW), SENW

Total Acres: 47

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 11/22/2021. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 11/3/2021 and 11/10/2021