

84181

Ident. No. 95-17963

JUN 24 2020

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

IDWR / NORTH

To appropriate the public waters of the State of Idaho

Ronald and Maureen Payne Living Trust,

1. Name of applicant(s) Ronald D. Payne and Maureen E. Payne, Trustees Phone 425-505-1285

Name connector (check one): ☒ and ☐ or ☐ and/or

Mailing address 16546 N. Salem Road City Hayden

State Idaho ZIP 83835 Email rdeanpayne@gmail.com

2. Name of representative, if any Scott L. Poorman Phone 208-772-6800

Mailing address 320 E. Neider Ave., Suite 204 City Coeur d'Alene

State Idaho ZIP 83815 Email office@poormanlegal.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 ground water which is a tributary of _____

4. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
52N	3W	28		NE	SE		Kootenai	Well	

5. Water will be used for the following purposes:

Amount 0.04 cfs for domestic purposes from 01/01 to 12/31 (both dates inclusive)
(cfs or acre-feet per year)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)

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. 5 HP Franklin pump in well

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? 08/08/1990; drilling firm United Drilling, Inc.; well was drilled for (well owner) Dick Biery; Drilling Permit No. 95-90-N-84

For Department Use

Received by _____ Date _____ Time _____ Preliminary check by _____
Fee \$ 100.00 Receipted by ja Receipt No. N036203 Date 6-24-2020
165.00 ja N036223 6-30-2020

8. Description of proposed uses (if irrigation only, go to item 9):

- a. Hydropower; show total feet of head and proposed capacity in kW. _____
- b. Stockwatering; list number and kind of livestock. _____
- c. Municipal; must complete and attach the Municipal Water Right Application Checklist.
- d. Domestic; show number of households one (1)
- e. Other; describe fully. _____

9. Description of place of use:

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
52N	03W	28													D				

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? Water from this source to be used to irrigate lawn, garden and/or landscaping.

11. a. Who owns the property at the point of diversion? Ardis Cecil and Jeffrey Cecil, wife and husband
- b. Who owns the land to be irrigated or place of use? Ronald D. Payne and Maureen E. Payne, as Trustees of a Trust
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: Shared Well Agreement recorded (see attached copy)

12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. Water Permit is requested to allow use of existing well to serve two (2) households. Existing well supplies two cisterns and each cistern serves one residence under a recorded Shared Well Agreement.

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.

Ronald D. Payne
Signature of Applicant
Ronald D. Payne, Trustee
Print Name (and title, if applicable)

Maureen E. Payne
Signature of Applicant
Maureen E. Payne, Trustee
Print Name (and title, if applicable)



Exhibit A

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESUSE TYPEWRITER OR
BALLPOINT PEN

WELL DRILLER'S REPORT

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

RECEIVED

AUG 15 1990

NORTHERN REGION
IDWR

1. WELL OWNER Name <u>MR. DICK BIERY</u> Address <u>P.O. BOX 2166</u> <u>HAYDEN LAKE, ID 83835</u> Owner's Permit No. <u>95-90-N-84</u>	7. WATER LEVEL Static water level <u>100</u> feet below land surface Flowing? ☐ Yes ☒ No G.P.M. flow _____ Artesian closed-in pressure _____ p.s.i. Controlled by: ☐ Valve ☐ Cap ☐ Plug Temperature _____ of. Quality <u>GOOD</u> <i>Describe artesian or temperature zones below.</i>																																																										
2. NATURE OF WORK ☒ New well ☐ Deepened ☐ Replacement ☐ Well diameter increase ☐ Abandoned (describe abandonment procedures such as materials, plug depths, etc. in lithologic log)	8. WELL TEST DATA ☐ Pump ☐ Baller ☒ Air ☐ Other _____ <table border="1"><thead><tr><th>Discharge G.P.M.</th><th>Pumping Level</th><th>Hours Pumped</th></tr></thead><tbody><tr><td><u>8 1/2</u></td><td><u>1000</u></td><td><u>1 HR</u></td></tr><tr><td colspan="3">ESTIMATED</td></tr></tbody></table>	Discharge G.P.M.	Pumping Level	Hours Pumped	<u>8 1/2</u>	<u>1000</u>	<u>1 HR</u>	ESTIMATED																																																			
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3. PROPOSED USE ☒ Domestic ☐ Irrigation ☐ Test ☐ Municipal ☐ Industrial ☐ Stock ☐ Waste Disposal or Injection ☐ Other _____ (specify type)	9. LITHOLOGIC LOG <table border="1"><thead><tr><th rowspan="2">Bore Diam.</th><th colspan="2">Depth</th><th rowspan="2">Material</th><th colspan="2">Water</th></tr><tr><th>From</th><th>To</th><th>Yes</th><th>No</th></tr></thead><tbody><tr><td><u>8</u></td><td><u>0</u></td><td><u>40</u></td><td><u>SOFT CLAY</u></td><td></td><td><u>X</u></td></tr><tr><td><u>6</u></td><td><u>40</u></td><td><u>90</u></td><td><u>SOFT BROKEN GRANIT</u></td><td><u>X</u></td><td></td></tr><tr><td></td><td><u>90</u></td><td><u>825</u></td><td><u>HARD BLACK & WHITE GRANIT</u></td><td><u>X</u></td><td></td></tr><tr><td></td><td><u>825</u></td><td><u>1000</u></td><td><u>SOFT BLACK & WHITE GRANIT</u></td><td><u>X</u></td><td></td></tr><tr><td></td><td></td><td></td><td><u>1 GPM AT 90</u></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td><u>2 GPM AT 310</u></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td><u>2 GPM AT 420</u></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td><u>3 1/2 GPM AT 825</u></td><td></td><td></td></tr></tbody></table>	Bore Diam.	Depth		Material	Water		From	To	Yes	No	<u>8</u>	<u>0</u>	<u>40</u>	<u>SOFT CLAY</u>		<u>X</u>	<u>6</u>	<u>40</u>	<u>90</u>	<u>SOFT BROKEN GRANIT</u>	<u>X</u>			<u>90</u>	<u>825</u>	<u>HARD BLACK & WHITE GRANIT</u>	<u>X</u>			<u>825</u>	<u>1000</u>	<u>SOFT BLACK & WHITE GRANIT</u>	<u>X</u>					<u>1 GPM AT 90</u>						<u>2 GPM AT 310</u>						<u>2 GPM AT 420</u>						<u>3 1/2 GPM AT 825</u>		
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4. METHOD DRILLED ☒ Rotary ☒ Air ☐ Hydraulic ☐ Reverse rotary ☐ Cable ☐ Dug ☐ Other _____																																																											
5. WELL CONSTRUCTION Casing schedule: ☒ Steel ☐ Concrete ☐ Other _____ <table border="1"><thead><tr><th>Thickness</th><th>Diameter</th><th>From</th><th>To</th></tr></thead><tbody><tr><td><u>.250</u> inches</td><td><u>6</u> inches</td><td><u>+1</u> feet</td><td><u>40</u> feet</td></tr><tr><td>_____ inches</td><td>_____ inches</td><td>_____ feet</td><td>_____ feet</td></tr><tr><td>_____ inches</td><td>_____ inches</td><td>_____ feet</td><td>_____ feet</td></tr><tr><td>_____ inches</td><td>_____ inches</td><td>_____ feet</td><td>_____ feet</td></tr></tbody></table> Was casing drive shoe used? ☒ Yes ☐ No Was a packer or seal used? ☐ Yes ☒ No Perforated? ☐ Yes ☒ No How perforated? ☐ Factory ☐ Knife ☐ Torch ☐ Gun Size of perforation _____ inches by _____ inches <table border="1"><thead><tr><th>Number</th><th>From</th><th>To</th></tr></thead><tbody><tr><td>_____ perforations</td><td>_____ feet</td><td>_____ feet</td></tr><tr><td>_____ perforations</td><td>_____ feet</td><td>_____ feet</td></tr><tr><td>_____ perforations</td><td>_____ feet</td><td>_____ feet</td></tr></tbody></table> Well screen installed? ☐ Yes ☒ No Manufacturer's name _____ Type _____ Model No. _____ Diameter _____ Slot size _____ Set from _____ feet to _____ feet Diameter _____ Slot size _____ Set from _____ feet to _____ feet Gravel packed? ☐ Yes ☒ No ☐ Size of gravel _____ Placed from _____ feet to _____ feet Surface seal depth <u>20</u> Material used in seal: ☐ Cement grout ☒ Bentonite ☐ Puddling clay ☐ _____ Sealing procedure used: ☐ Slurry pit ☐ Temp. surface casing ☒ Overbore to seal depth Method of joining casing: ☐ Threaded ☒ Welded ☐ Solvent Weld ☐ Cemented between strata Describe access port _____	Thickness	Diameter	From	To	<u>.250</u> inches	<u>6</u> inches	<u>+1</u> feet	<u>40</u> feet	_____ inches	_____ inches	_____ feet	_____ feet	_____ inches	_____ inches	_____ feet	_____ feet	_____ inches	_____ inches	_____ feet	_____ feet	Number	From	To	_____ perforations	_____ feet	_____ feet	_____ perforations	_____ feet	_____ feet	_____ perforations	_____ feet	_____ feet																											
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6. LOCATION OF WELL Sketch map location must agree with written location. County <u>KOOTENAI</u> <u>NE 1/4 SE 1/4 Sec. 28, T. 52N, S. 3W</u>	10. Work started <u>8/3/90</u> finished <u>8/8/90</u>																																																										
11. DRILLERS CERTIFICATION I/We certify that all minimum well construction standards were complied with at the time the rig was removed. Firm Name <u>UNITED DRILLING INC.</u> No. <u>414</u> Address <u>P.O. BOX 2498</u> Date <u>8/8/90</u> CDA ID <u>82814</u> Signed by (Firm Official) <u>[Signature]</u> and (Operator) <u>Jim Volkening</u>																																																											

Payne Parcel No.
0-5443-000-004-A
S28-52N-03W



16546

Place of Use

16541

Cecil Parcel No.
0-5443-000-003-A
S28-52N-03W

Point of Diversion

N SALEM RD

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
Ronald and Maureen Payne
12304 N Partridge Way
Hayden, ID 83835

JIM BRAN 4 P 2648361000
KOOTENAI COUNTY RECORDER
MRR 6/18/2018 9:13 AM
REQ OF FIRST AMERICAN TITLE -
KOOTENAI
RECORDING FEE: \$15.00 DD
Electronically Recorded

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **678860-C (smc)**

Date: **June 07, 2018**

For Value Received, **Erik P. Smith, a married man as his sole and separate property**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Ronald D Payne, Trustee and Maureen Elia Payne, Trustee of the Ronald and Maureen Payne Living Trust, dated May 1, 2018**, hereinafter called the Grantee, whose current address is **12304 N. Partridge Way, Hayden, ID 83835**, the following described premises, situated in **Kootenai County, Idaho**, to-wit: **Legal Description attached hereto as Exhibit A, and by this referenced Incorporated herein.**

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

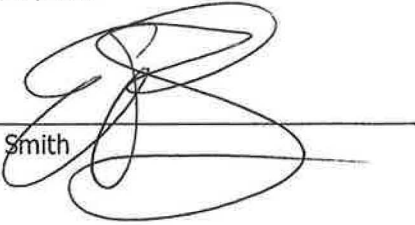
TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: **06/07/2018**

Warranty Deed
- continued

File No.: **678860-C (smc)**

Erik P. Smith



STATE OF Idaho)
COUNTY OF Kootenai)
SS.

On this **15th day of June, 2018**, before me, a Notary Public in and for said State, personally appeared **Erik P. Smith**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Notary Public for the State of Idaho

Residing at: Post Falls, Idaho

My Commission Expires: 11-28-2023

EXHIBIT A

PARCEL 1

LOT 4, MOUNTAIN LAKE ESTATES, ACCORDING TO THE PLAT RECORDED IN BOOK "F" OF PLATS, PAGE 313, RECORDS OF KOOTENAI COUNTY, IDAHO,

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF LOT 3, MOUNTAIN LAKE ESTATES AS RECORDED IN BOOK "F" OF PLATS, PAGE 313, RECORDS OF KOOTENAI COUNTY, IDAHO; THENCE

NORTH 00°40'51" WEST ALONG THE WEST LINE OF LOT 4, A DISTANCE OF 20.00 FEET; THENCE

NORTH 89°34'36" EAST ALONG THE BOUNDARY OF LOT 4, A DISTANCE OF 10.00 FEET; THENCE

NORTH 00°40'51" WEST ALONG THE WEST LINE OF LOT 4, A DISTANCE OF 45.75 FEET; THENCE

NORTH 89°34'36" EAST PARALLEL WITH THE SOUTH LINE OF LOT 4 A DISTANCE OF 306.14 FEET; THENCE

SOUTH 45°25'24" EAST A DISTANCE OF 92.98 FEET TO THE INTERSECTION WITH THE LINE BETWEEN LOT 3 AND LOT 4; THENCE

SOUTH 89°34'36" WEST A DISTANCE OF 381.60 FEET TO THE POINT OF BEGINNING.

PARCEL 2

A PORTION OF LOT 3, MOUNTAIN LAKE ESTATES, ACCORDING TO THE PLAT RECORDED IN BOOK "F" OF PLATS, PAGE 313, RECORDS OF KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF LOT 3, MOUNTAIN LAKE ESTATES AS RECORDED IN BOOK "F" OF PLATS, PAGE 313, RECORDS OF KOOTENAI COUNTY, IDAHO; THENCE

SOUTH 89°34'36" WEST ALONG THE NORTH LINE OF LOT 3 A DISTANCE OF 274.65 FEET; THENCE

SOUTH 45°25'24" EAST A DISTANCE OF 141.42 FEET; THENCE

NORTH 89°34'36" EAST A DISTANCE OF 175.00 FEET TO THE INTERSECTION WITH THE EAST LINE OF LOT 3; THENCE

Date: 06/07/2018

Warranty Deed
- continued

File No.: 678860-C (smc)

NORTH 00°37'30" WEST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

Exhibit B

WATER LINE EASEMENT

A STRIP OF LAND 20 FEET IN WIDTH OVER, UNDER AND ACROSS A PORTION OF THE ORIGINAL PLATTED LOTS 3 AND 4 PER THE PLAT OF MOUNTAIN LAKE ESTATES AS RECORDED IN BOOK "F" AT PAGE 313 & 313A UNDER INSTRUMENT NUMBER 1220916, RECORDS OF KOOTENAI COUNTY, IDAHO. LYING IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 52 NORTH, RANGE 3 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING: AT THE NORTHWEST CORNER OF LOT 3 BEING A FOUND 5/8 INCH REBAR AND PLS 5713 CAP FROM WHICH THE NORTHEAST CORNER OF LOT 3 BEARS S 89°16'17" E A DISTANCE OF 656.25 FEET; THENCE, N 69°57'37" E A DISTANCE OF 185.47 FEET TO THE CENTERLINE OF THE EXISTING WATER LINE AND THE CENTERLINE OF SAID 20 FOOT STRIP AND THE **TRUE POINT OF BEGINNING**;

THENCE, ALONG THE CENTERLINE OF SAID 20 FOOT WATER LINE EASEMENT THE FOLLOWING 8 (EIGHT) COURSES:

- 1) S 08°07'03" W A DISTANCE OF 36.95 FEET, THENCE;
- 2) S 01°51'12" W A DISTANCE OF 61.15 FEET, THENCE;
- 3) S 15°54'34" W A DISTANCE OF 42.61 FEET, THENCE;
- 4) S 64°11'01" W A DISTANCE OF 88.12 FEET, THENCE;
- 5) S 34°02'24" W A DISTANCE OF 25.91 FEET, THENCE;
- 6) S 20°23'33" W A DISTANCE OF 90.91 FEET, THENCE;
- 7) S 11°35'11" E A DISTANCE OF 97.79 FEET, THENCE;
- 8) N 87°29'25" E A DISTANCE OF 13.91 FEET TO THE CENTERLINE OF AN EXISTING 8" WELL HEAD AND THE **TERMINUS POINT** OF SAID 20 FOOT EASEMENT FROM WHICH THE NORTHEAST CORNER OF LOT 3 BEING A FOUND 5/8 INCH REBAR AND PLS 5713 CAP BEARS N 62°37'11" E A DISTANCE OF 667.58 FEET.

THE SIDELINES OF SAID EASEMENT TO INTERSECT THE EXISTING NORTH BOUNDARY OF THE ADJUSTED PARCEL 3 PER RECORD OF SURVEY RECORDED IN BOOK 21 OF SURVEYS AT PAGE 147, RECORDS OF KOOTENAI COUNTY.

SHARED WELL AGREEMENT

This Shared Well Agreement (the “**Agreement**”) is made and effective on the date of the last signature acknowledged below by and between JEFFREY CECIL and ARDIS CECIL, husband and wife, whose mailing address is 16541 N. Salem Road, Hayden, Idaho 83835 (hereafter “Cecil”); and Ronald D. Payne and Maureen Elia Payne, as Trustees of the RONALD AND MAUREEN PAYNE LIVING TRUST, with a mailing address of 16546 N. Salem Road, Hayden, ID 83835, (hereafter “Payne Trust”).

Background

This Agreement is entered into based upon the following underlying facts and circumstances:

- A. Cecil is the owner of Lot 3, Block 1, MOUNTAIN LAKE ESTATES, according to the plat thereof recorded in Book F of Plats at Page 313 records of Kootenai County, Idaho, together with a portion of Lot 4, Block 1 as described in Kootenai County Instrument No. 2570671000 (hereafter referred to as “Lot 3”);
- B. The Payne Trust is the owner of Lot 4, Block 1, MOUNTAIN LAKE ESTATES, according to the plat thereof recorded in Book F of Plats at Page 313 records of Kootenai County, Idaho, together with a portion of Lot 3, Block 1 as described in Kootenai County Instrument No. 2648361000 (hereafter referred to as “Lot 4”);
- C. An existing water well located on Lot 3 (hereafter referred to as “the Well”) currently serves the residence and other structures located on Lot 3;
- D. The Well has the capacity to serve the domestic water needs of Lot 3 and Lot 4 according to the **Well Driller's Report** dated Aug. 8 1990 and attached hereto as **Exhibit A**; and
- E. The parties desire to equally share the water from the Well and the costs to operate, maintain, repair and/or replace the shared components of the Well and water distribution system for their mutual benefit.

NOW, THEREFORE, in consideration of their mutual benefit and the terms, covenants and conditions set forth herein, the parties agree as follows:

1. Shared Water from Well. Cecil and the Payne Trust, and their successors, are each entitled to take and receive water from the Well for bona fide “domestic uses,” as that term is defined in Idaho Code Section 42-111 or successor statute, and in accordance with the terms and conditions of any adjudicated Water Right or water right License or Permit associated with the

Well and issued by the Idaho Department of Water Resources. The rate of diversion of water from the Well by any party shall not exceed one-half (1/2) of the maximum flow rate that the Well and existing pump are capable of producing. In the event of a fire on any Lot described herein, the unrestricted full capacity of the Well shall be available for fire suppression. Water from the Well shall only be used on Lots 3 and 4 of MOUNTAIN LAKE ESTATES, and shall be exclusively for the respective owners said lots. In the event of any water shortage or other circumstances that require rationing or other limitations on the use of the Well, any necessary restrictions shall be shared equally among the Lots. No secondary or accessory living unit may be added to any Lot without the written consent of all parties hereto as documented by a written amendment to this Agreement.

2. Water Rights. Cecil has filed a claim in the water adjudication case In Re CSRBA Case No. 49676, and said claim has received recommended Water Right No. 95-17885. Subsequent to the recording of this Agreement, the Payne Trust shall file an application for a water permit. The water rights acquired by each party shall be and remain the property of Cecil and the Payne Trust, and their respective heirs, successors and assigns, subject to the terms and conditions of this Agreement.

3. Well Protection Easement. Cecil hereby grants and conveys to the Payne Trust an easement for the protection, maintenance and repair of the Well; said easement being a circular area with a radius of fifty feet (50') centered on the Well. To protect the Well and ground water from contamination, Cecil covenants and agrees to **not**: (a) permit any livestock to graze upon the easement area, (b) apply any pesticides, fertilizers, herbicides or other chemicals to the easement area, or (c) park or store any vehicles, equipment or hazardous substances within the easement area. All parties covenant and agree they shall refrain from locating or relocating any element of an individual sewage/septic disposal system within one hundred feet (100') of the Well, and from placing any item or constructing any building, landscaping, improvements or structure within the easement area or near the Well in violation of the separation distance requirements set forth in the Well Construction Standards Rules adopted by the Idaho Water Resource Board at IDAPA 37.03.09, or engaging in any other use or activity within or around the easement area that might contaminate the Well or groundwater.

4. Water Line Easement. Cecil hereby grants and conveys to the Payne Trust an perpetual, non-exclusive easement over and across Lot 3 for the installation, operation, use, maintenance and repair of a water pipeline and all necessary fittings and fixtures to convey water from the Well to Lot 4. Said easement is legally described in **Exhibit B** and is depicted in **Exhibit C**, both attached and incorporated herein. The Well protection and water line easement areas shall be promptly restored to their original condition upon completion of any installation, repair, maintenance or replacement work within the easement areas by the party performing such work.

5. Individual Installation and Maintenance Requirements. The owner(s) of Lot 4 shall, at their own expense, install or cause to be installed all pipes, valves, fittings, fixtures, wiring, electrical and electronic controls necessary for the shared components of the water system described herein. In addition, the owner(s) of Lot 4 shall also install two (2) three thousand gallon (3000) storage cisterns and associated equipment; one (1) cistern on Lot 4 and one (1) cistern on Lot 3 to supply the point of use on each Lot. After completion of the installation and after expiration of any warranties, each party shall, at their own expense, maintain in good working order and repair all pipes, valves, fittings, fixtures, wiring and electrical and electronic controls necessary to convey water from the Well to their respective point of use. The water line serving each connected Lot shall have a separate shut-off valve so that water to each Lot may be shut off without interrupting service to the other Lot. Each party is individually responsible for the prompt repair of any detected leak in their individual water line, cistern or plumbing system and the cost to correct water system damage caused by a resident or guest at their Lot.

6. Shared Operation and Maintenance Expenses. All ordinary and necessary expenses for the operation, maintenance, repair, improvement, replacement or abandonment of the Well, water pump or other shared components of the water system, (excluding electricity charges for the pump in the Well), including water quality testing, inspections, disinfection, and associated labor, materials or services, shall be equally divided between Lots 3 and 4 of MOUNTAIN LAKE ESTATES. Except in the event of an emergency as defined below, all proposed repair, maintenance, improvement, replacement or abandonment actions must be unanimously approved the owners of Lots 3 and 4. Any approved repair, replacement or improvement to a shared element of the water system shall at least restore original system performance. The cost to repair damage caused to the shared elements of the water system by a person or persons other than a resident or guest of a Lot shall be a shared expense of the water system.

7. Emergency Repair Expenses. Any party hereto may act unilaterally to restore the flow of water in an emergency situation without the consent of the other Lot owner(s). An emergency situation is defined as failure of any shared portion of the water system to deliver water upon demand. Emergency repair expenses shall be equally shared among the Lots. If it is later determined that an emergency situation did not exist, the person acting unilaterally shall be individually responsible for all costs incurred.

8. Water Quality Testing and Remediation. At the written request of any party to this Agreement, a water sample shall be drawn from the Well and tested by a State certified testing laboratory. The cost of testing shall be paid as a shared operation and maintenance expense. If the testing reveals any significant water quality defect or deficiency, remedial action shall be implemented as a shared maintenance expense.

9. Payment of Shared and Emergency Expenses. The owner(s) of each Lot shall pay one half (50%) of all approved shared expenses and emergency expenses within five (5) calendar days from approval of the expense. Failure to pay within five (5) calendar days shall be a material breach of this Agreement. Within 45 days after the execution of this Agreement, the parties shall open a joint checking account at a local bank or credit union to receive deposits and pay shared and emergency expenses of the water system. Each party shall be a signatory on the account and the two signatures shall be required for the disbursement of funds by check or withdrawal.

10. Initial Deposit and Annual Water Fee. Upon opening the joint checking account referenced above, the owner(s) of Lots 3 and 4 shall each deposit \$250.00 to said account as an initial deposit. Beginning on August 1, 2021 and on or before August 20th of each year thereafter, the owner(s) of Lots 3 and 4 shall each deposit an annual water fee of \$500.00 to the joint checking account. With the unanimous consent of the owner(s) of Lots 3 and 4, the annual water fee may be increased or decreased. The annual water fee may be suspended by unanimous consent when the balance in the joint checking account exceeds \$5,000. Upon a change of ownership of any Lot, the amount of any funds in the joint account contributed by the seller of the Lot shall be forfeited by the seller and credited to the buyer of the Lot. Thereafter, the new owner(s) of the Lot shall be added to the joint checking account and the seller shall be removed.

In addition to their annual water fee payment, the owner(s) of Lot 4 shall reimburse the owner(s) of Lot 3 on a quarterly basis for electricity charges to operate the pump in the Well based on an estimate of the electricity usage attributable to Lot 4. Written notice of the estimated electricity usage and reimbursement amount shall be prepared by the owner(s) of Lot 3 on or before January 1, April 1, July 1, and October 1 of each year and mailed or delivered to the owner(s) of Lot 4. The reimbursement amount shall be paid by the owner(s) of Lot 3 within ten (10) days after receipt of the written notice.

11. Binding Agreement. All of the rights, duties and obligations under this Agreement shall run with the real property described herein and are binding upon and inure to the benefit of the parties hereto and their respective heirs, successors or assigns. However, no right or benefit under this Agreement may be transferred, assigned or conveyed to the owner(s) of any other real property not described herein without the unanimous written consent of the parties hereto.

12. Default or Breach. It is understood and agreed among the parties that in the case of breach or default by any party regarding the terms, conditions and requirements of this Agreement, and upon failure of the defaulting party to remedy said default or breach within ten (10) days after mailing of written notice by certified mail, postage prepaid to the defaulting party, any or all of the non-defaulting parties shall have the right to pursue any legal remedy allowed under Idaho law to enforce this Agreement including the recording of a lien against the

defaulting party's real property. Failure to act as to any one breach or default shall not be considered a waiver of any rights for a subsequent action by the defaulting or breaching party.

13. Dispute Resolution. Any disagreement among the parties regarding repairs, replacement, improvement or any other issues concerning the operation of the water system shall be resolved by unanimous consent of the owner(s) of Lots 3 and 4 . If the parties are unable to reach unanimous agreement, then the matter shall be submitted to mediation within a reasonable time not to exceed thirty (30) days. All parties shall participate in the mediation process. The mediator will be chosen by the parties acting in good faith within ten (10) days after giving written notice of the election to mediate by one party to the other parties. The mediator shall be selected from a list of court approved mediators maintained by the First Judicial District of Kootenai County, Idaho. In the event the parties cannot agree on the mediator, the Administrative Judge of the First Judicial District of Kootenai County shall appoint the mediator. The parties agree to share all mediation costs equally. In the event the parties cannot resolve the matter through mediation, then the matter will be resolved by compulsory and binding arbitration under the procedures of the Idaho Uniform Arbitration Act, Title 7, Chapter 9, Idaho Code. All arbitration costs shall be shared equally by the parties.

14. Construction and Interpretation. The law of the State of Idaho shall apply to this Agreement and the proper venue shall be in Kootenai County, Idaho. This document shall be interpreted in accordance with the fair and simple meaning of the words and not strictly interpreted against any party.

15. Modification and Merger. This Agreement may not be modified or amended during the term of any federally insured or guaranteed Mortgage or Deed of Trust secured against any Lot served under this Agreement. Otherwise, this Agreement may be amended only by the written consent of the titled owners of Lots 3 and 4. Any and all amendments to this Agreement must be in writing and signed by all parties. This Agreement constitutes the entire agreement between the parties.

16. Attorney's Fees. In the case of any legal action or arbitration to interpret or enforce the terms of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, whether in district or appellate court.

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remainder of this page intentionally blank

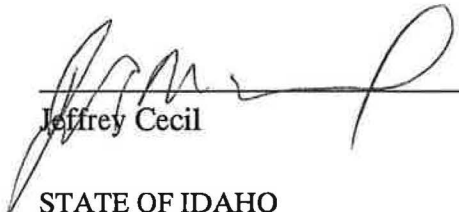
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IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates acknowledged below:

Cecil:

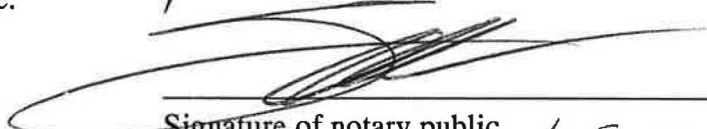

Jeffrey Cecil


Ardis Cecil

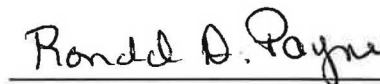
STATE OF IDAHO
County of Kootenai

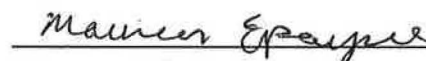
This record was acknowledged before me on May 15th, 2020 by Jeffrey Cecil and Ardis Cecil, husband and wife.




Signature of notary public
My commission expires: 6-5-2023

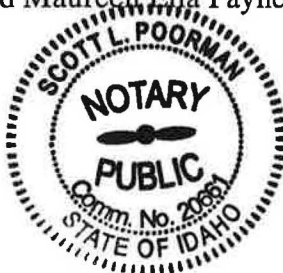
Payne Trust:

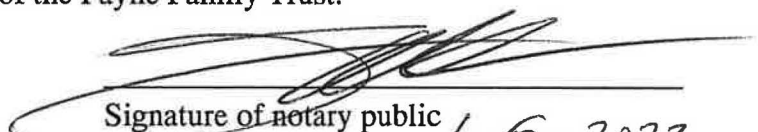

Ronald D. Payne, Trustee


Maureen Elia Payne, Trustee

STATE OF IDAHO
County of Kootenai

This record was acknowledged before me on May 15, 2020 by Ronald D. Payne and Maureen Elia Payne, as Trustees of the Payne Family Trust.




Signature of notary public
My commission expires: 6-5-2023

STATE OF IDAHO)
) ss
COUNTY OF KOOTENAI)

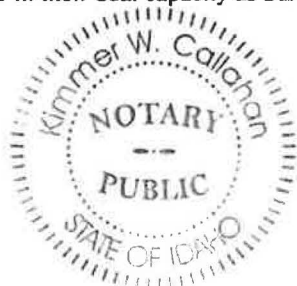
1. That the RONALD AND MAUREEN PAYNE LIVING TRUST currently exists and was executed on May 1, 2018.
2. That RONALD D. PAYNE and MAUREEN ELIA PAYNE, husband and wife, are the SETTLORS and TRUSTEE of the RONALD AND MAUREEN PAYNE LIVING TRUST. Either SETTLOR acting as TRUSTEE may execute the duties of TRUSTEE of this Trust either individually or jointly.
3. That there are no restrictions of any kind whatsoever on the nature, grade or quality of investments which can be held In Trust. There are no restrictions of any kind whatsoever on the ability of the TRUSTEE to buy, sell and convey real property. The TRUSTEE has no limitations on its ability to make investments in its sole discretion. The TRUSTEE has the power to perform, without court authorization, every act which a prudent man would perform.
4. The Trust has not obtained a separate tax identification number. The SETTLORS' social security number should be used as the tax identification number of the Trust.
5. This TRUST AGREEMENT is executed and accepted under the laws of the State of Idaho, and shall be governed by such laws.
6. **The title of each item of property transferred to the RONALD AND MAUREEN PAYNE LIVING TRUST shall be held as "RONALD D. PAYNE and MAUREEN ELIA PAYNE, Trustee, RONALD AND MAUREEN PAYNE LIVING TRUST."**

As provided in Idaho Code Section 68-114, a TRUSTEE may present this certificate to any person or entity in lieu of a copy of the Trust Agreement to establish the existence or terms of the Trust. Any person who acts in reliance upon this Certification of Trust is not liable to any person for so acting, as provided in Idaho Code Section 68-117.

Ronald D. Payne
RONALD D. PAYNE, Trustee

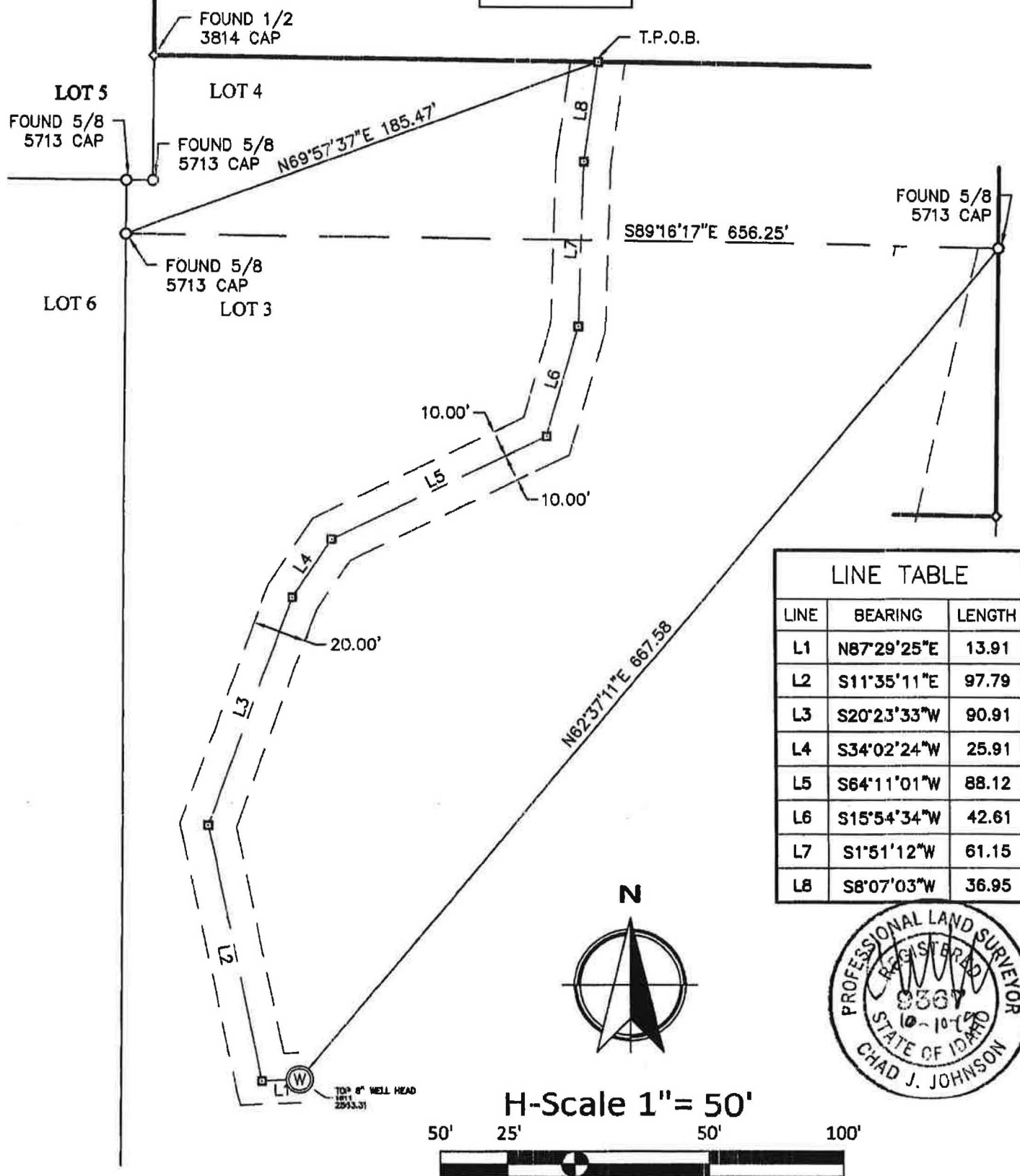
maureen elia payne
MAUREEN ELIA PAYNE, Trustee

WITNESS my hand and official seal.



Notary Public for Idaho
Comm. Exp.: 1/17/2

Exhibit C



LINE TABLE		
LINE	BEARING	LENGTH
L1	N87°29'25"E	13.91
L2	S11°35'11"E	97.79
L3	S20°23'33"W	90.91
L4	S34°02'24"W	25.91
L5	S64°11'01"W	88.12
L6	S15°54'34"W	42.61
L7	S1°51'12"W	61.15
L8	S8°07'03"W	36.95



H-Scale 1" = 50'



WATER LINE EASEMENT EXHIBIT SECTION 28, TOWNSHIP 52 NORTH, RANGE 3 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: 09/2019

DRAFTED BY: CJJ

PLOT DATE: 10/09/2019

SHEET

FILE NAME: 18-087 SURVEY

CHECKED BY: CJJ

PROJECT No.: 18-087

1/1

P.O. Box 2544 Post Falls, ID 83877
208-680-2351
johnsonsurveyingnw.com

Johnson
Surveying



State of Idaho

DEPARTMENT OF WATER RESOURCES

NORTHERN Region • 7600 N MINERAL DR STE 100 • COEUR D ALENE, ID 83815-7763
Phone: (208)762-2800 • Fax: (208)769-2819 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

July 7, 2020

RONALD AND MAUREEN PAYNE LIVING TRUST
16546 N SALEM RD
HAYDEN, ID 83835-9869

RE: Application for Permit No. 95-17963

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 COEUR D ALENE PRESS on 7/16/2020 and 7/23/2020. 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

CC:

JEFFREY CECIL
ARDIS CECIL
16541 N SALEM RD
HAYDEN, ID 83835-9869

SCOTT POORMAN
320 E NEIDER AVE STE 204
COEUR D ALENE, ID 83815-6007

Alleman, Tammy

From: Alleman, Tammy
Sent: Tuesday, July 7, 2020 2:38 PM
To: 'LEGALS@CDAPRESS.COM'
Subject: Legal Notice
Attachments: Legal Notice for 84200, 95-17902, 95-17958, 95-17960, 95-17961, 95-17963 to 95-17965, 95-17967.docx

Please publish the enclosed legal notice in the **Coeur d'Alene Press** on the dates indicated **July 16th & June 23rd, 2020** (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 **August 3, 2020**. Your cooperation is appreciated.

Thank you,

Tammy

*Tammy Alleman
Administrative Assistant
Idaho Department of Water Resources
7600 N Mineral Drive, Suite 100
Coeur d'Alene, ID 83815-7763
Phone: (208) 762-2800
Fax (208) 762-2819*

NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 84200

GEM STATE WATER CO LLC, PO BOX 3388, COEUR D ALENE, ID 83816 has filed Application No. 84200 for changes to the following water right within KOOTENAI County: Right No. 95-10068; to see a full description of these rights and the proposed transfer, please see <https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers>. The purpose of the transfer is to change a portion of the above rights as follows:

The applicant proposes to move a point of diversion from L4(NWNW) of Section 3, Twp 51N, Rge 04W to L2(NWNE) of Section 3, Twp 51N, Rge 04W.

For additional information concerning the property location, contact Northern Region office at (208)762-2800. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department 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 8/3/2020. The protestant must also send a copy of the protest to the applicant.

The following applications have been filed to appropriate the public waters of the State of Idaho:

95-17602

SETH ESTATES WATER ASSOCIATION
2964 E OBADIAH CT
ATHOL, ID 83801-7201
Point of Diversion NENE
S30 T53N R03W
KOOTENAI County
Source GROUND WATER
Use: STOCKWATER
01/01 to 12/31 0.02 CFS
Use: DOMESTIC
01/01 to 12/31 0.13 CFS
Total Diversion: 0.15 CFS
Date Filed: 07-23-2018
Place Of Use: DOMESTIC, STOCKWATER
T53N R03W S30
NENE, NWNE

95-17958

ASPEN HOMES & DEVELOPMENT LLC
1831 N LAKEWOOD DR STE A
COEUR D ALENE, ID 83814-2669
Point of Diversion NWSW
S8 T52N R04W
KOOTENAI County
Source GROUND WATER
Point of Diversion SWSW
S8 T52N R04W
KOOTENAI County
Source GROUND WATER
Use: DOMESTIC
01/01 to 12/31
Total Diversion: 0.13 CFS
Date Filed: 06-18-2020
Place Of Use: DOMESTIC
T52N R04W S17
NENW, L3(NENW), L3(NWNW)
Place Of Use: DOMESTIC
T52N R04W S18 NENE
Place Of Use: DOMESTIC
T52N R04W S8
NESW, NWSW, L6(NWSW), SWSW, L5(SWSW), SESW, L5(ESW)

95-17960

JARED D ANDERSON
910 N B ST
COEUR D ALENE, ID 83814-2214
Point of Diversion SENW
S5 T49N R04W
KOOTENAI County
Source GROUND WATER
Use: DOMESTIC
01/01 to 12/31 0.1 CFS

Use: STOCKWATER
01/01 to 12/31 0.02 CFS
Total Diversion: 0.12 CFS
Date Filed: 06-23-2020
Place Of Use: DOMESTIC, STOCKWATER
T49N R04W S5 SENW

95-17961

KATHERINE CAMPBELL
KENT DURAND
2376 S KINDRED TRL
COEUR D ALENE, ID 83814-7173
Point of Diversion NENE
S26 T50N R05W
KOOTENAI County
Source GROUND WATER
Use: DOMESTIC
01/01 to 12/31
Total Diversion: 0.04 CFS
Date Filed: 06-25-2020
Place Of Use: DOMESTIC
T50N R05W S26
NENE, SENE

95-17963

RONALD & MAUREEN PAYNE LIVING TRUST
16546 N SALEM RD
HAYDEN, ID 83835-9869
Point of Diversion NESE
S28 T52N R03W
KOOTENAI County
Source GROUND WATER
Use: DOMESTIC
01/01 to 12/31
Total Diversion: 0.04 CFS
Date Filed: 06-24-2020
Place Of Use: DOMESTIC
T52N R03W S28 NESE

95-17964

DANIEL GARN
SHELECE GARN
7642 E GEM SHORES RD
HAYDEN, ID 83835-7143
Point of Diversion SWNE
S10 T51N R03W
KOOTENAI County
Source HAYDEN LAKE
Tributary SINKS
Use: DOMESTIC
01/01 to 12/31 0.04 CFS
Use: IRRIGATION
03/15 to 11/15 0.09 CFS
Total Diversion: 0.13 CFS
Date Filed: 06-26-2020
Place Of Use: DOMESTIC
T51N R03W S10
L5(NENE), L5(NWNE), L5(SWNE), L5(SENE)
Place Of Use: IRRIGATION
T51N R03W S10
L1(NENE), L2(NWNE), L5(SWNE), L5(SENE)
Total Acres: 2.9

95-17965

JOSEPH BOWEN
JANA BOWEN
6744 E GRETA AVE
POST FALLS, ID 83854-8003
Point of Diversion NESE
S9 T51N R03W

KOOTENAI County
Source HAYDEN LAKE
Tributary SINKS
Use: DOMESTIC
01/01 to 12/31
Total Diversion: 0.04 CFS
Date Filed: 06-26-2020
Place Of Use: DOMESTIC
T51N R03W S9 L3(NESE)

95-17967

ROBERT P PARKER
SHARRON A PARKER
2105 E CHERRY TREE LN
SPOKANE, WA 99203-5019
Point of Diversion SENE
S14 T53N R05W
KOOTENAI County
Source SPIRIT LAKE
Tributary SPIRIT CREEK
Use: DOMESTIC
01/01 to 12/31
Total Diversion: 0.04 CFS
Date Filed: 07-02-2020
Place Of Use: DOMESTIC
T53N R05W S14
SENE,L1(SENE)

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 8/3/2020. The protestant must also send a copy of the protest to the applicant.
GARY SPACKMAN, Director

Published on 7/16/2020 and 7/23/2020

Maxey, Shaun

From: Maxey, Shaun
Sent: Thursday, June 25, 2020 4:26 PM
To: 'office@poormanlegal.com'
Subject: Payne Living Trust Application For Permit & shared well upgrade fee
Attachments: Payne Living Trust Well _20200625160227.pdf

Hi:

Attached is a copy of a letter mailed to the Payne Living Trust concerning their Application For Permit & a \$165 well upgrade fee on their shared well.

Thanks,

Shaun Maxey

Shaun M. Maxey
Sr. Water Resource Agent
Idaho Department of Water Resources, Northern Region
Coeur d'Alene, ID 83815
(208) 762.2816



State of 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

Website: idwr.idaho.gov • Email: northerninfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

June 25, 2020

****Time Sensitive Response Required****

Ronald And Maureen Payne Living Trust
Ronald D. Payne or Maureen E. Payne
16546 N Salem RD
Hayden, ID 83835

Re: Application for Permit, \$165 Well Upgrade fee, and Statement of Completion

Dear Applicants:

Idaho Department of Water Resources (IDWR) received your Application for Permit on June 24, 2020 to divert water from a shared well in Kootenai County for Domestic use on an undeveloped lot. Your Application is being processed but **IDWR records indicate that a required well upgrade fee of \$165 has not been paid for well 95-90-N-84 (Biery) that was completed on 8/8/1990.**

IDWR is preparing required legal notices for your Application. You will receive a separate IDWR letter to notify you of scheduled publication dates. Please note that the one year time period you have specified on line 13 of the Application may not allow sufficient time to complete all required work to achieve full beneficial use under the permit. You will be contacted by IDWR and asked to file a Statement of Completion several months before the expiration of your Permit.

Please contact me, or Natalie Steading at (208) 762.2800, if you have any questions.

Please note that payment of the \$165 upgrade fee, to the IDWR address shown above, is required before the Department can issue a Permit based on your Application.

Respectfully,

Shaun M. Maxey
Sr. Water Resource Agent
Idaho Department of Water Resources, Northern Region

Enclosures

Copy of page 1 & page 2 of Application for Permit

cc Scott L. Poorman