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FORM 202 Rev. 09/15
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IDWR / NORTH

STATE OF IDAHO

Ident. No. 96-9786

DEPARTMENT OF WATER RESOURCES

JAN 23 2020

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

IDWR / NORTH

1. Name of applicant(s) Clinton and Debres Campbell Trust Phone 208-263-3261Name connector (check one): ☐ and ☐ or ☐ and/orMailing address 701 W. Odean Bay Rd City SandpointState ID ZIP 83864 Email cldecampbell@msn.com

2. 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.3. Source of water supply Pend Oreille Lake which is a tributary of Pend Oreille River4. Location of point(s) of diversion: D.C. 1/27/2020 D.C. 1/27/2020

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
57N	01W	08	1		NW	NE	Bonner	Lake Pend Oreille	

5. Water will be used for the following purposes:

Amount 102 for Irrigation purposes from 09-01 to 10-31 (both dates inclusive)
(cfs or acre-feet per year) D.C. 1/27/2020Amount _____ 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) 102 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 foot valve and submerged pump attached to dock with water line to shoreb. 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? _____; drilling firm _____; well was drilled for (well owner) _____; Drilling Permit No. _____

For Department Use

Received by _____ Date _____ Time _____ Preliminary check by _____
Fee \$ 100.00 Received by Ja Receipt No. N035879 Date 1-23-2020

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 _____
- Other; describe fully. Irrigate lawn and garden up to .5 acres

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	
57N	01W	08		.5															
				GLI															

Total number of acres to be irrigated: .5

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? _____

- Who owns the property at the point of diversion? Idaho Dept. of Lands
- Who owns the land to be irrigated or place of use? Applicant
- 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. Encroachment permit #L9650939A from Idaho Department to amend dock and permit lake pump and water lines.

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.

Delores J. Campbell
Signature of Applicant
Delores J. Campbell
Print Name (and title, if applicable)

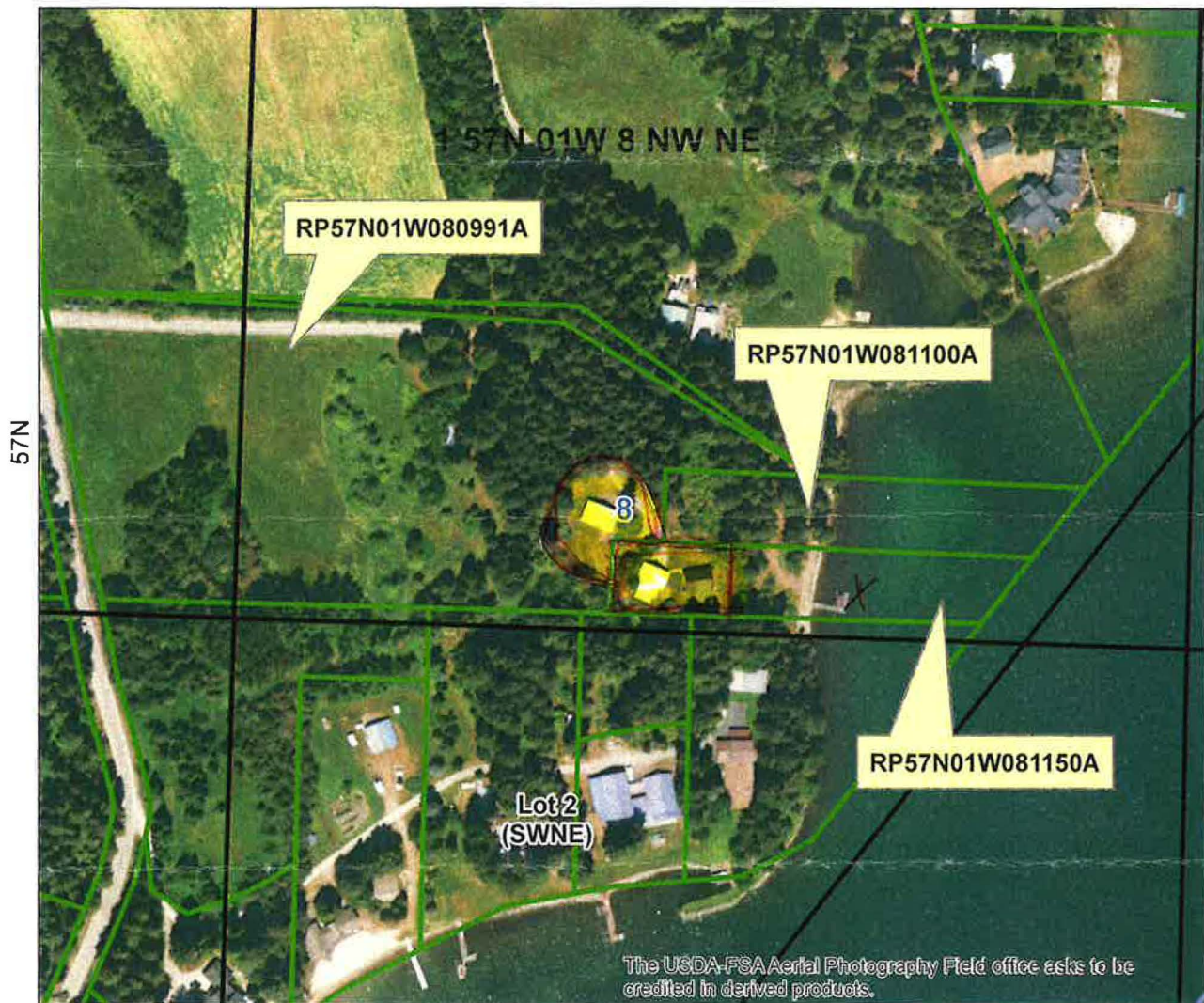
Trustee
Application for Permit




Delores J. Campbell
Signature of Applicant
Delores J. Campbell
Print Name (and title, if applicable)

Trustee 1/27/2020

State of Idaho
Department of Water Resources
Application For Permit

01W



-  PLS Sections
-  Quarter Quarters
-  Taxlots

0 0.03 0.06 0.12 Miles

X = POINT OF DIVERSION

 +  = IRRIGATION PLACE OF USE



Tax parcel information provided by Bonner County.

**THE CLINTON C. CAMPBELL AND DELORES J. CAMPBELL
REVOCABLE FAMILY TRUST**

This Trust Agreement made this 14th day of January, 2008, at Priest River, Idaho, by and between **CLINTON C. CAMPBELL** and **DELORES J. CAMPBELL**, husband and wife, whose physical residence address is 701 West Oden Bay Road, Sandpoint, ID 83864, (hereinafter called the "Grantors"), and **CLINTON C. CAMPBELL** and **DELORES J. CAMPBELL**, as co-trustees, (hereinafter called "Trustee").

WITNESSETH:

The Grantors are desirous of creating a trust for the purposes and upon the terms and provisions hereinafter set forth. Accordingly, the Grantors hereby transfer to the Trustee the property and property rights described in the attached Schedules A and B, or other attached schedules, which, together with any other property herewith or hereafter assigned, conveyed, devised or bequeathed to the Trustee by the Grantors or by any other persons (all of which is hereinafter collectively termed "the trust estate"), shall be held and disposed of by the Trustee upon the following terms:

ARTICLE I: CREATION OF TRUST

1.01 Initial Trust Estate. By this agreement, grantors assign, convey, transfer and deliver to the trustee the property described on Schedules A and B attached hereto and the trustee accepts such property as the initial trust estate. Such property shall be held IN TRUST and shall be administered and distributed upon the terms and conditions herein set forth.

1.02 Character of Property. The property described on Schedule A (referred to as the "separate estate") is the separate property of grantors and is owned by them in shares, proportions and interests specified in such schedule. The Trustee shall divide the separate estate into two accounts (referred to as the "separate account"), one for each grantor, and shall allocate to each such account the separate property of the grantor for whom such account was established. The property described in Schedule B, (referred to as the "community estate") is the community property of grantors and shall retain its character as such in the trust estate.

1.03 Additions to Trust. Grantors, or either of them, or any other person may from time to time transfer or devise additional property to the Trustee upon the terms of this instrument. The Trustee shall determine the character of any such addition and shall allocate the same between the community and separate estates as provided in Article 1.02.

1.04 Name of Trust. During the joint lives of grantors, the trust hereby created shall be known as the **CLINTON C. CAMPBELL and DELORES J. CAMPBELL REVOCABLE FAMILY TRUST**.

ARTICLE 2: ADMINISTRATION AND DISPOSITION OF TRUST ESTATE DURING JOINT LIVES OF GRANTORS.

2.01 Powers Reserved by Grantors.

(a) Enumeration of Powers.

(1) Revocation. During the joint lives of grantors, the trust created by this instrument may be revoked, in whole or in part, with respect to the community estate, by an instrument signed by either grantor and delivered to the trustee and the other grantor, and, with respect to a separate account, by an instrument signed by the grantor who contributed the separate property comprising such account and delivered to the trustee. Upon revocation with respect to the community estate, the trustee shall promptly distribute to grantors all or the designated portion of the property comprising the community estate. After such distribution, such property shall continue to be the community property of grantors. Upon revocation with respect to a separate account, the trustee shall promptly deliver all or the designated portion of the separate property comprising such account to the grantor who contributed such property.

(2) Amendment. Grantors may at any time during their joint lives amend any of the terms of this instrument by an instrument signed by both grantors and delivered to the trustee. Notwithstanding the foregoing or any other provision of this instrument, neither grantor shall have any power to participate in any amendment of this instrument that would in any way affect a policy of insurance on such grantor's life that is the separate property of the other grantor.

(b) Scope of Powers. The powers reserved by grantors under this Article 2.01 are exercisable in the absolute discretion of grantors and, except as provided in Article 2.04,

neither the trustee nor any beneficiary hereunder shall have any right or power to enforce or object to the exercise of such powers.

2.02 Distribution of Income and Principal

(a) Community Estate. During the joint lives of grantors, the trustee shall hold, manage, invest and reinvest the community estate, collect the income therefrom and pay to grantors, for the account of the community, all, none or such part of the net income and principal of the community estate as the trustee may determine to be necessary for their medical care, maintenance, support and reasonable comfort in their accustomed manner of living.

(b) Separate Estate. During the joint lives of grantors, the trustee shall hold, manage, invest and reinvest the separate estate, collect the income therefrom and pay to each grantor from his or her separate account all, none or such part of the net income and principal of such account as the trustee may determine to be necessary for his/her medical care, maintenance, support and reasonable comfort in his/her accustomed manner of living.

2.03 Powers and Duties of Trustee with Respect to Certain Trust assets.

(a) Tangible Personal Property. Notwithstanding any other provision hereof or of any instrument of transfer now or hereafter delivered to the trustee, the trustee shall have no responsibility for any tangible personal property transferred to it upon the terms of this instrument for so long as grantors, or either of them shall retain the use and possession thereof. The trustee shall be responsible only for such property as may be physically delivered to it.

(b) Residential Real Property. While any residential property held in the trust estate is occupied by grantors or either of them, the trustee shall have no obligation or responsibility with respect thereto and shall not be liable for any loss, damage or other deterioration thereof nor for the payment of any taxes, insurance, repairs, maintenance or other charges in respect to such property. Nevertheless, the trustee may in its discretion pay any or all such expenses out of the income or principal of the trust estate.

(c) Insurance Policies.

(1) Payment of Premiums. During the joint lives of grantors, the trustee shall be under no obligation to pay any premiums, assessments or other charges necessary to keep in force any insurance policy in the trust estate, nor shall it be under any obligation to ascertain whether any such charges have been paid or to notify anyone of the nonpayment thereof. The trustee shall keep safely each insurance policy assigned to or deposited with it and shall at the request of the grantor who owns such policy, execute such applications, releases and other instruments as shall be required to permit such

grantor to exercise any options, privileges or powers reserved to him/her hereunder.

(2) Collection of Insurance Proceeds. Upon the death of either grantor the trustee shall make reasonable efforts to collect the proceeds of any insurance on the life of such grantor and any other benefits payable by reason of such grantor's death. The trustee shall have full authority to take any action it deems advisable in regard to collection and to payment of the expenses, including the expense of any litigation, out of the principal of the trust estate. The trustee shall have full authority to make any compromise or settlement with respect to the policies and benefits that it may deem advisable, and to give all necessary and proper releases of liabilities. The proceeds of the policies and the benefits shall be treated as principal of the trust estate.

(3) Limitation on Powers. If insurance on the life of either grantor shall become an asset of the separate account of the other grantor, the insured grantor, if and while acting as trustee hereunder, shall have no power or authority to change beneficiaries or to obtain the cash or loan value of such insurance or to exercise any other right, privilege or incident of ownership pertaining to such insurance. All incidents of ownership pertaining to such insurance shall be vested solely in the trustee other than the insured grantor.

(d) United States Treasury Bonds. The trustee is authorized to purchase United States Treasury bonds, bills, notes or other obligations of the United States Treasury that are redeemable at par in payment of federal estate tax.

2.04 Incapacity of Grantor.

(a) Determination of incapacity. During the joint lives of grantors, if the trustee shall at any time receive a written statement signed by the personal physician of either grantor stating that he considers such grantor to be so mentally or physically incapacitated as to be unable to effectively manage or apply his/her estate to necessary ends, whether or not such grantor may have been adjudicated or certified an incapacitated or incompetent person and notwithstanding any contrary direction from such grantor, such grantor shall be considered to be incapacitated to the extent of being unable to continue serving as a trustee and the provisions of Article 2.04(b) shall apply.

(b) Effect of Determination of Incapacity. If either grantor is determined to be incapacitated as provided in Article 2.04(a), the trustee, during the period of such incapacity, (1) if such grantor is then acting as a trustee hereunder, he/she shall be deemed to have resigned; (2) any attempt by such grantor to exercise any of the powers reserved by him/her under this instrument shall be without force and effect; and (3) the trustee shall have power and authority on such grantor's behalf to exercise or perform any act, power, duty, right or obligation whatsoever that such grantor may have, relating to any person, matter, transaction or property, real or personal, tangible or intangible, whether in the trust estate or owned by such grantor, including, without limitation, power to transfer to itself upon the terms set forth in this instrument property owned by such grantor. The power granted to the trustee under (3) above shall be construed and interpreted as a general durable power of attorney to act as such grantor's

attorney in fact and agent and shall be in addition to all other powers bestowed upon the trustee by this instrument.

(c) Restoration of Capacity. If at any time after a grantor is determined to be incapacitated under Article 2.04(a) the trustee shall receive a written statement signed by such grantor's personal physician that such grantor is no longer so mentally or physically incapacitated as to be unable to effectively manage or apply his/her estate to necessary ends, then such grantor shall no longer be deemed to be incapacitated and the provisions of Article 2.04(b) shall cease to apply. Restoration of capacity pursuant to this Article 2.04(c) shall not automatically reinstate such grantor as a trustee under this instrument.

ARTICLE 3: DISPOSITION OF TRUST ESTATE AFTER DEATH OF GRANTOR WHO DIES FIRST

3.01. Trust Irrevocable. Upon the death of the grantor who dies first (referred to as the "deceased spouse") the trust hereby created shall become irrevocable and the surviving grantor (referred to as the "surviving spouse") shall thereafter have no power to amend the provisions of this instrument.

3.02. Payment of Expenses and Taxes:

(a) Direction to Pay Expenses and Taxes. Upon the deceased spouse's death, the trustee shall pay (1) the expenses of the deceased spouse's last illness, funeral and burial, (2) all inheritance, estate and other death taxes that become payable by reason of the deceased spouse's death, and all unpaid income and gift taxes of the deceased spouse, including interest and penalties on all such taxes, and (3) the expenses of administering the deceased spouse's estate. The trustee shall first apply to the payment of federal estate taxes any United States Treasury bonds held in the trust estate of the kind commonly referred to as discount bonds, redeemable at par in payment of such taxes.

(b) Allocation of Expenses and Taxes. All such expenses and taxes shall be charged against and deducted from the portion of the trust estate that is allocated to the Family Trust under the provisions of Article 3.04(b).

(c) Funds Not Available for the Payment of Expenses and Taxes. Neither the provisions of this Article 3.02 nor any other provision of this instrument shall permit payment of expenses of administration, taxes payable by reason of the deceased spouse's death or the deceased spouse's debts or other charges enforceable against the deceased spouse's estate from any payment received by the trustee by reason of the deceased spouse's death under any pension, stock bonus, profit sharing, or other plan qualified under section 401(a) of the Internal Revenue Code of 1986, or the corresponding provisions of any subsequent federal tax law, unless such payment is otherwise includible in the deceased spouse's estate for federal estate tax

CLINTON C. CAMPBELL & DELORES J. CAMPBELL
REVOCABLE FAMILY TRUST

purposes.

3.03 Creation of Separate Trusts. Upon the death of the deceased spouse, the trustee shall divide the portion of the trust estate not effectively disposed of under the provisions of Article 3.02, including any additions thereto received under the terms of the deceased spouse's will or as proceeds of insurance on the life of the deceased spouse or otherwise, into two separate trusts, designated The Marital Trust and The Family Trust. Such trusts shall be held as separate trusts and administered and distributed in accordance with the provisions of Articles 4 and 5.

3.04 Allocation of Assets.

(a) Marital Trust. The Marital Trust shall consist of the following:

- (1) The surviving spouse's share of the community estate.
- (2) The property comprising the surviving spouse's separate account, including the proceeds of any insurance policy on the life of the deceased spouse payable to, the trustee and allocable under the provisions of Article 1 to the surviving spouse's separate account.
- (3) Any property received by the trustee under the terms of the deceased spouse's will that is specifically designated as property of The Marital Trust. The Marital Section shall consist of an allocation, valued as of the date allocated and subject to the "concurrence" of the executor or administrator of the estate, equal in value to an amount which, when added to the final estate tax value of all other property included in the gross estate which passes to the surviving spouse and which qualifies for the federal estate tax marital deduction, will entitle the estate to the minimum federal estate tax marital deduction (allowable in determining the federal estate tax payable by reason of death) necessary to reduce the taxable estate to an amount on which no federal estate tax is due and the federal unified credit available to the estate is fully utilized; provided that the allocation to the Marital Section shall be satisfied only from assets qualifying for the marital deduction.

(b) Family Trust. The Family Trust shall consist of the following:

- (1) Any insurance policy on the life of the surviving spouse that was owned by the deceased spouse at his/her death, including any proceeds therefrom.
- (2) Any property received by the trustee under the terms of the deceased spouse's will that is specifically designated as property of The Family Trust.
- (3) All other property in the trust estate not allocated to The Marital Trust.

ARTICLE 4: ADMINISTRATION OF MARITAL TRUST

4.01 Trust distributions.

(a) Distribution of Income. The trustee shall hold, manage, invest and reinvest the property belonging to the Marital Trust, collect the income therefrom and pay to the surviving

(b) Qualification for Estate Tax Deduction. All provisions of this instrument shall be so construed and applied that the property passing from the deceased spouse to The Marital Trust shall qualify for the federal estate tax marital deduction. The trustee shall not exercise any power granted under this instrument in a manner inconsistent with qualification of the property passing from the deceased spouse to The Marital Trust for such deduction.

ARTICLE 5: FAMILY TRUST

5.01 Trust Distribution. The trustee shall hold, manage, invest and reinvest the property comprising The Family Trust, collect the income therefrom and pay all, none or such part of the net income and principal among the members living from time to time of a class composed of the surviving spouse, grantors' issue and spouses of grantors' issue in such amounts, shares and interests as the trustee may determine.

5.02 Power of Surviving Spouse to Withdraw Principal. The surviving spouse shall have the power, from time to time, to withdraw from the Family trust, free of any trust created by this instrument, such portion of the principal of The Family Trust, not to exceed during any calendar year, that which is necessary for his/her health, support, education and maintenance. For purpose of this limitation: (1) distributions necessary for health shall include distributions to pay medical, dental, hospital, nursing and invalidism expenses; (2) distributions necessary for education shall include distributions to pay the expense of private schools and colleges and professional and postgraduate education; and (3) the terms "support" and "maintenance" shall not be limited to the bare necessities of life, but shall mean support and maintenance in reasonable comfort and his/her accustomed manner of living. Such power shall be exercisable by a written, signed request making specific reference to such power and delivered to the trustee during the lifetime of the surviving spouse and prior to the end of the calendar year for which such withdrawal is made. Promptly upon receipt of any such request, the trustee shall distribute to the surviving spouse the portion of the principal of The Family Trust specified therein. The power of the surviving spouse to withdraw principal hereunder shall be noncumulative and shall lapse if not exercised within the time and the manner prescribed by this Article.

The surviving spouse shall have no power to withdraw from The Family Trust any interest in a policy of insurance on his/her life.

5.03 Special Power of Appointment. The surviving spouse shall have the power, from time to time, to appoint free of any trust created by this instrument, any part or all of the income and principal of The Family Trust, to any of grantors' issue and the spouses of grantors' issue and to any charitable, educational, scientific, religious or other entities, gifts to which are deductible or exempt for purposes of federal and state gift and income taxes, in such amounts, shares and interests as the surviving spouse may determine; provided, however, that the surviving spouse shall have no power to appoint any interest in a policy of insurance on his/her life. Such power shall be exercisable by last will of any date or by a written, signed declaration making specific reference to such power and delivered to the trustee during the lifetime of the

CLINTON C. CAMPBELL AND DELORES J. CAMPBELL
REVOCABLE FAMILY TRUST

surviving spouse. Promptly upon the death of the surviving spouse having exercised such power, or upon the receipt of such a declaration, as the case may be, the trustee shall distribute the appointed portion of the income or principal of The Family Trust as specified in the instrument exercising such power. No such distribution shall constitute an advance against the amount receivable by any person in default of appointment pursuant to this Article 5 or discharge the surviving spouse from any legal obligation, including any obligation to support or maintain any person.

5.04 Termination of Family Trust. When the surviving spouse has died, the portion of the property comprising The Family Trust that has not been effectively disposed of under the foregoing provisions of this Article 5 shall be held for the grantors' children or issue, if deceased, who are then living and distributed to them, subject to the provisions of this Article 5.04 (3) (4) and Article 6.03 (a) (b), in which case such share shall be held, administered and distributed in accordance with the following paragraphs of this Article 5.04.

(a) Trust for Children.

(1) Trust Distributions. The trustee shall hold, manage, invest and reinvest the property comprising the trust set aside for a living child of grantors, collect the income therefrom and pay all, none or such part of the net income and principal as the trustee may from time to time in its discretion determine to the child, his/her spouse, his/her issue in such amounts, shares and interests as the trustee may determine.

(2) Special Power of Appointment. Such child shall have the power, from time to time, to appoint free of any trust created by this instrument, any part or all of the income and principal of The Family Trust, to any of grantors' issue and the spouses of grantors' issue and to any charitable, educational, scientific, religious or other entities, gifts to which are deductible or exempt for purposes of federal and state gift and income taxes, in such amounts, shares and interests as such child may determine; provided, however, that such child shall have no power to appoint any interest in a policy of insurance on his/her life. Such power shall be exercisable by last will of any date or by a written, signed declaration making specific reference to such power and delivered to the trustee during the lifetime of such child. Promptly upon the death of such child having exercised such power, or upon the receipt of such a declaration, as the case may be, the trustee shall distribute the appointed portion of the income or principal of The Family Trust as specified in the instrument exercising such power. No such distribution shall constitute an advance against the amount receivable by any person in default of appointment pursuant to this Article 5.04 or discharge such child from any legal obligation, including any obligation to support or maintain any person.

(3) Mandatory Distribution of Principal. When such child, or issue of a deceased child, reaches the age of 25 years the trustee shall distribute to him/her all of the property then comprising his/her trust.

(4) Termination of Trust. Upon the death of such child, the portion of the property comprising his/her trust that has not been effectively disposed of under the

foregoing provisions of this Article 5.04 shall be paid to the issue of such child who survive him/her or, if there shall be none, to grantor's then living issue.

ARTICLE 6: Distributions During Administration.

6.01 During the period after the deceased spouse's death and before establishment of any subtrust under this instrument, the trustee may, subject to the provisions of Article 7.02, distribute all, none or any part of the portion of the net income of the trust estate that would have been earned by such subtrust had it then been in existence, as determined by the trustee, to and among those persons who would have been entitled to receive income from such subtrust had it then been in existence, and any powers herein granted to the trustee to allocate income and to invade principal shall be exercisable by the trustee. Any undistributed income of the trust estate that is attributable to the property belonging to The Marital Trust shall be paid as income to the trustee of such trust along with the principal of such trust and the trustee of such trust shall promptly pay such income to the surviving spouse. Any undistributed income of the trust estate that is attributable to property belonging to any other subtrust established hereunder shall be distributed to the trustee of such subtrust as part of the principal of such trust.

6.02 Distribution or Continuation In Trust. Any assets or shares of any trust that, by reason of a person's attained age or death or otherwise, would already have become distributable by the trustee of such trust if such trust had previously been established, shall be distributed upon their receipt by the trustee of such trust, or, if they have become distributable prior to the establishment of such trust, may be distributed directly by the trustee without requiring that such trust be established or that distribution be made by the trustee of such trust.

6.03 Distribution to Minors and Disabled Persons.

(a) Grant of Permissive Authority. If any property of any trust established hereunder at any time vests outright under the provisions of this instrument in a minor or in a person who, in the judgment of the trustee, is unable to effectively manage or apply his/her estate to necessary ends, then the trustee, in its discretion, in any jurisdiction, without giving or requiring bond, without intervention of a guardian, conservator or other representative, may transfer and pay over the money or other property to be distributed (1) directly to such beneficiary, (2) to any person then having custody of such beneficiary, or (3) to any person or qualified corporation the Trustees may select as custodian for such beneficiary under a Transfers to Minors Law, Gifts to Minors Law, Adult Personal Custodian Law or Custodial Trust Act or other similar statute of any state, and the receipt of such beneficiary, other person or qualified corporation, as the case may be, shall constitute a full discharge and release of liability to the Trustees.

(b) In Trust. The trustee may hold any protected property in a separate trust for such person, exercising as trustee of such trust all the administrative powers conferred in this

instrument upon the trustee. The trustee shall pay to such person all, none or such part of the net income and principal of such trust as the trustee may in its discretion from time to time determine. Such trust shall terminate when such person attains majority or becomes able, in the judgment of the trustee, to effectively manage and apply his/her estate to necessary ends, or when such person dies, or when the trust assets are exhausted by discretionary distribution or otherwise. Upon such termination, the trustee shall distribute all property then belonging to such trust to such person or, if the trust terminates at such person's death, to the personal representative of such person's estate.

ARTICLE 7: DISCRETIONARY POWERS OF TRUSTEE

7.01 Class Distributions. The discretionary power of the trustee to distribute income and principal among the members of any class shall include the power to make unequal distributions and the power to withhold all distributions of income or principal from one or more or all members of such class.

7.02 Limitations on Discretionary Powers.

(a) Ascertainable Standard. Notwithstanding any other provision of this instrument, if any person is both a trustee and a beneficiary of any trust established under Article 5, such person shall not exercise or participate in the exercise of the discretionary power of the trustee to distribute income and principal to himself/herself in excess of that which is necessary for his/her health, support, education and maintenance. For purpose of this limitation: (1) distributions necessary for health shall include distributions to pay medical, dental, hospital, nursing and invalidism expenses; (2) distributions necessary for education shall include distributions to pay the expense of private schools and colleges and professional and postgraduate education; and (3) the terms "support" and "maintenance" shall not be limited to the bare necessities of life, but shall mean support and maintenance in reasonable comfort and his/her accustomed manner of living.

(b) Proscription Against Discharge of Legal Obligation. The exercise by the trustee of its discretionary power to distribute the income or principal of any trust described in Article 5 shall not discharge or absolve the trustee from any personal legal obligation, including any obligation to support or maintain any person.

(c) Insurance on Life of Fiduciary. If insurance on the life any person shall become an asset of any trust established under Article 5, such person if and while acting as a trustee hereunder, shall have no power or authority to change beneficiaries or to obtain the cash or loan value of such insurance or to exercise any other right, privilege or incident of ownership pertaining to such insurance. All incidents of ownership pertaining to such insurance shall be

vested solely in the trustee other than such person. If such person is the sole trustee, such person shall designate any natural adult person, bank or trust company to act as his/her co-trustee for the sole purpose of exercising all rights, privileges and incidents of ownership pertaining to such insurance.

7.03. Remainder Interests. The provisions of this instrument that create remainder interests upon termination of preceding estates shall not limit or otherwise affect any discretionary power to distribute principal even though a discretionary distribution may have the effect of terminating the trust through exhaustion of the trust estate.

7.04. Discretion of Fiduciaries. Discretionary powers are exercisable in the discretion of the trustee and no beneficiary shall have any right or power to enforce or object to the reasonable exercise of such powers.

ARTICLE 8: TRUSTEE

8.01 Resignation of Trustee. Any trustee of any trust created by this instrument may resign from office at any time by giving written notice delivered in person to or mailed to the last known address of grantors or, the survivor of them, any co-trustee and each beneficiary then receiving or who would then be eligible in the discretion of the trustee to receive the income of such trust, such resignation to be effective upon the acceptance of the trusteeship by a properly designated substitute trustee. Notice shall be effectively given in the case of a beneficiary who is under a legal disability if given to the parent, guardian or other person or institution having custody of such beneficiary.

8.02 Substitute Trustee. In the event a vacancy exists, for any reason, in the office of trustee, Karen J. May, our daughter and then Karla A. Campbell, in that order, shall act as successor or substitute trustee.

8.03 Powers of Substitute Trustees. Every substitute trustee shall have all the title, rights, powers, privileges and duties herein conferred or imposed upon the original trustee without any act of conveyance or transfer. No substitute trustee shall be obligated to examine the accounts, records and acts of any previous trustee or any allocation of any trust estate, nor shall such substitute trustee be required to proceed against a previous trustee for any act or omission to act on the part of such previous trustee.

8.04 Bonds Waived. Each trustee, including substitutes, shall be permitted to qualify without the necessity of giving a bond or other undertaking in this or any other jurisdiction for the faithful performance of such trustee's duties, or if any bond shall be required by law, statute or rule of court, without the necessity of sureties thereon.

ARTICLE 9: POWERS OF BENEFICIARIES WITH RESPECT TO TRUST ASSETS.

9.01 Disclaimer. Any Beneficiary under this instrument may disclaim, in whole or in part, any gift, interest, right or power under this instrument. In the event the surviving spouse disclaims his/her interest in all or any portion of the Marital Trust: (a) the property as to which such disclaimer is made shall be added to The Family Trust; (b) in the absence of a clear expression of intent to the contrary in the instrument of disclaimer, such disclaimer shall not be construed as the disclaimer by the surviving spouse of any interest in the property comprising The Family Trust, including the property added to such trust by reason of such disclaimer; and (c) the surviving spouse shall not be eligible to serve as a trustee of The Family Trust. In the event of any other disclaimer of any interests under this instrument, the property disclaimed shall be disposed of in the manner provided in this instrument as though the disclaimant had not survived.

9.02 Spendthrift Clause. Except as to grantors' retained interests, no principal or income payable or to become payable under any trust established under this instrument may be assigned or encumbered by any beneficiary thereof, or be attached by or subjected to the interference or control of any creditor of such beneficiary or reached by any legal or equitable process in satisfaction of any debt or liability of such beneficiary prior to its actual receipt by such beneficiary.

9.03 Powers of Appointment.

(a) Scope of Powers. In the exercise of any power of appointment created by this instrument, the donee may (1) impose spendthrift restrictions and other lawful conditions upon any appointment provided no one other than an object of the power benefited thereby; (2) make appointments outright to an object or in trust for the object; (3) appoint life estates to one or more objects of the power with remainders to others; (4) create in any object a general or special power of appointment; and (5) appoint by a will executed before the deceased spouse's death, but only if the donee survives the deceased spouse. Such powers are in addition to the powers such donee would otherwise have.

(b) Rule Against Perpetuities. No donee may exercise any such power in a manner violating the applicable rules against perpetuities or similar rules. Any attempt to do so shall be entirely ineffectual and gifts herein made in default of appointment shall take effect.

(c) Method of Exercise. A testamentary power of appointment created by this instrument may be exercised only by an instrument that clearly and expressly shows an intent to exercise such power, including a specific reference to this instrument. Neither general residuary clauses not containing the word "appoint" or some similar expression nor general exercises of powers of appointment shall have that effect. In determining whether any donee has exercised the testamentary power of appointment herein given to him/her, the trustee shall be entitled to rely upon an instrument admitted to probate in formal or informal proceedings in any

jurisdiction as his/her last will, or to act on the assumption he/she has died intestate if the trustee shall receive no notice of the existence of a last will of his/her within three months after death.

ARTICLE 10: PAYMENT OF GENERATION-SKIPPING TAXES

If any generation-skipping taxes shall become payable with respect to any portion of any trust estate, all or any part of such taxes may be paid by the trustee out of such trust estate and, to the extent so paid, shall be charged against and paid out of such portion. In determining whether to pay such taxes from such trust estate, the trustee shall consider the ultimate burden of such taxes imposed by law and any additional tax consequences that may result by reason of the payment of such taxes from the trust estate. The decision of the trustee in regard to the payment of such taxes shall be binding upon all beneficiaries under this instrument.

ARTICLE 11: MINISTRATION OF TRUSTS

11.01 Administration of Trusts. Each trust created by this instrument shall be administered free from the active supervision of the court having jurisdiction over such trust. This provision shall not limit the power of the trustee to take action for the judicial settlement of its accounts or the power of any beneficiary to bring suit for an accounting.

11.02 Administrative Powers of Trustees. In addition to the powers it would otherwise have by reason of any statute or rule of law, the trustee shall have power without prior authorization or approval of any court, to do everything it shall consider advisable in the management of each trust created by this instrument, even though it would not otherwise be authorized for trustees under any statute or rule of law, including in this grant, without impairing its plenary nature, the following powers.

(a) Tax Elections. To make all elections and to take all other appropriate actions with respect to taxation of every kind applying to grantors or the trust estate. Such power may be exercised regardless of the effect of such exercise upon the comparative values of the several gifts made by this instrument, and the trustee shall not be required to make any adjustment in the amount of any gift or in the income or principal of any trust estate in order to compensate for the effect of such exercise. However, if any trustee is also a beneficiary under this instrument, such trustee shall not participate in the exercise of such power so long as any person who is not a beneficiary is acting as co-trustee.

(b) Method of Payment. To pay or apply any money or other property payable to any person, including but not limited to persons under a legal disability, (1) through payment directly to such person, even though he/she may be under a legal disability; (2) to any parent, guardian, committee, conservator or other personal representative of such person, or to any adult person with whom such person resides; (3) through direct expenditure, for example for the purchase of and payment of premiums on policies of insurance on the life of such person owned by such person or his/her conservator or custodian, or through payment to doctors, nurses,

hospitals, schools or other persons or institutions supplying him/her with food, shelter, care or maintenance, or other good, property or services of any kind, not limited to necessities; or (4) to any custodian of the property of such person, including custodians acting pursuant to the Idaho Uniform Gift to Minors Act or similar statutes; and the receipt of any such payee shall be a full discharge for all property to paid or applied.

(c) Occupancy of Real Property. To permit any person having any interest in any trust to occupy any real property forming part of such trust upon such terms as the trustee shall consider property, whether rent free or in consideration of the payment of taxes, insurance, maintenance and ordinary repairs, or otherwise.

(d) Consolidation of Trusts. To combine the assets of the separate trusts established under this instrument for the purpose of more convenient administration or investment for any period of time, preserving the separate character of the beneficiaries' proportionate shares, and to merge the assets of any trust hereunder with those of any other trust, by whomsoever created, maintained for the same beneficiaries upon substantially the same terms and having the same trustee.

(e) Distribution in Kind. To make distributions in cash or in specific property, real or personal, or in undivided interests therein, or partly in cash and partly in such property or interests therein, even if shares be composed differently. Property distributed in kind in satisfaction of pecuniary gifts shall be valued as of the date of distribution. Except as otherwise expressly provided, the trustee shall have absolute discretion in the selection of property to be allocated in satisfaction of any gift without regard to the income tax basis of such property and shall not be required to adjust the amount of any gift in order to compensate for the income tax liability inherent in appreciated property distributed in kind in satisfaction of such Gift.

11.03. Release of Powers. Every administrative power created by this instrument is releasable in whole or in part, temporarily or irrevocably. Any such release may be accomplished by a written instrument filed with the records of the trust or by any other method allowed by law.

11.04. Reports. Periodic reports shall be rendered by the trustee to each beneficiary eligible to receive the current income, showing the assets then held as principal of the trust and all the receipts, disbursements and distributions during the period. Such reports shall be rendered not less frequently than annually. Reports to any beneficiary who is under a legal disability may be rendered directly to such beneficiary or to any parent, guardian, committee, conservator or other personal representative of such beneficiary, or to any adult person with whom such beneficiary resides. The records of the trustee with respect to each trust shall be open at all reasonable times to the inspection of the beneficiaries of such trust and their accredited representatives.

ARTICLE 12: CONSTRUCTIONAL RULES

12.01 Issue. "Issue" means all persons who are descended from the person referred to for purposes of intestate succession as determined under the laws of Idaho as those laws exist on the date of grantor's death. However, for the purposes of the foregoing, an adopted person shall be considered as descended from the person referred to only if adopted while under the age of 18.

12.02 Grantor's Family. Grantors have two (2) living children of the age of majority and no deceased child who left issue. The names of grantors' living children are:

Karen J. May
Spokane Valley, Washington

Karla A. Campbell
Phoenix Arizona

All references to grantors' child are to such above two (2) children and to any child subsequently born to or legally adopted by grantors. Grantors declare and direct that for the purposes of this Trust and Estate, both children are children of their union.

12.03 Distributions by Representation. In every case in which any interest is given to, the issue of a person, distributions (other than discretionary distributions of income and principal among the members of a class) shall be made by representation. Whenever a distribution to issue is to be made by representation, the distributable assets shall be divided into as many shares as there are, at the time such assets are distributable, living issue in the nearest degree of kinship and then deceased issue in the same degree who left issue who are then living, each then living issue in the nearest degree receiving one share and the share of each then deceased issue in the same degree being divided among his/her issue in the same manner.

12.04 Determination of Distributees. If under any provision of this instrument a distribution of any trust estate is to be made to the issue of any person, the trustee shall make distributions to those persons whom it believes, after making such inquiry as it thinks reasonable, to be the persons so described, or if after making such inquiry it believes there is no such person, it may act upon such assumption. The trustee shall not be obliged to secure judicial ascertainment of the identity of such issue or the lack thereof and shall be immune from liability which it might otherwise incur by reason of making distribution without the aid of judicial settlement or decree.

12.05 Court Decrees. All decrees of adoption of persons under the age of 18 when such decrees are rendered and all decrees of divorce at any time rendered by courts of record shall be considered valid for all purposes of this instrument.

12.06 Child in Gestation. A child in gestation who is later born alive shall be considered as a living child throughout the period of gestation.

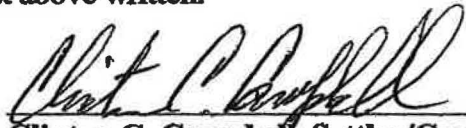
12.07 Trustee. Unless a contrary meaning or reference shall be expressly indicated or clearly implied from the context, the term "trustee" and the pronoun "it" in reference to trustee always refer interchangeably to the male or female person or persons or to the institution or any combination of them then acting as trustees of any trust established hereunder.

12.08 Signature of Trustee. The signature of any one (1) of the two (2) original persons composing the original trustee shall be sufficient to constitute authorized execution of any document by the trust.

12.09 Governing Law. The laws of the State of Idaho shall govern all questions as to the validity and construction of this instrument and of all trusts created by this instrument.

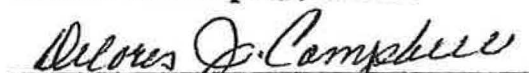
12.10 Other Principles of Construction. Words in any gender shall be deemed to include the other genders; the singular shall be deemed to include the plural and vice versa; the words "pay" and "distribute" shall also mean assign and convey; and the table of contents, headings and paragraph titles are for guidance only and shall have no significance in the interpretation of this instrument.

IN WITNESS WHEREOF, the Grantors (Settlors) have executed this instrument and the Trustees have evidenced their acceptance of the trust herein expressed by setting their hands and seals the day and year first above written.


Clinton C. Campbell, Settlor/Grantor


Delores J. Campbell, Settlor/Grantor


Clinton C. Campbell, Trustee


Delores J. Campbell, Trustee

STATE OF IDAHO,)
 : ss
County of Bonner)

BEFORE ME, a Notary Public in and for said County and State, appeared the above named **CLINTON C. CAMPBELL and DELORES J. CAMPBELL**, personally known to me to be the Grantors/Trustees in the preceding Trust Agreement, and acknowledged the signing of the same to be their free act and deed.

IN TESTIMONY WHEREOF, I hereby affix my signature and seal this 14th day of January, 2008 .



Arlene Nelson
Notary Public – State of Idaho
Residing at Priest River, therein.
My Commission Expires: 09-28-2010

RECEIVED

JAN 23 2020

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

Ident. No. _____

IDWR / NORTH

1. Name of applicant(s) Clinton and Debora Campbell Trust Phone 208-263-3261
Name connector (check one): ☐ and ☐ or ☐ and/or
Mailing address 701 W. Odean Bay Rd City Sandpoint
State ID ZIP 83864 Email cldccampbell@msn.com
2. 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.
3. Source of water supply _____ 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 #
57N	01W	08	1		NW	NE	Bonner	Lake Pend Oreille	

5. Water will be used for the following purposes:

Amount 1.02 for _____ purposes from 04-01 to 10-31 (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) 1.02 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 foot valve and submerged pump attached to dock with water line to shore
- 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? _____; drilling firm _____; well was drilled for (well owner) _____; Drilling Permit No. _____

For Department Use

Received by _____ Date _____ Time _____ Preliminary check by _____
Fee \$ 100.00 Received by Ja Receipt No. N035879 Date 1-23-2020

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 _____
- Other; describe fully. Irrigate lawn and garden up to .5 acres

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	
57N	01W	08		.5															
				GLI															

Total number of acres to be irrigated: .5

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? _____

- Who owns the property at the point of diversion? Idaho Dept of Lands
- Who owns the land to be irrigated or place of use? Applicant
- 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. Encroachment permit #L9650939A from Idaho Department to amend dock and permit lake pump and water lines.

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.

Delores J. Campbell
Signature of Applicant

Delores J. Campbell
Print Name (and title, if applicable)

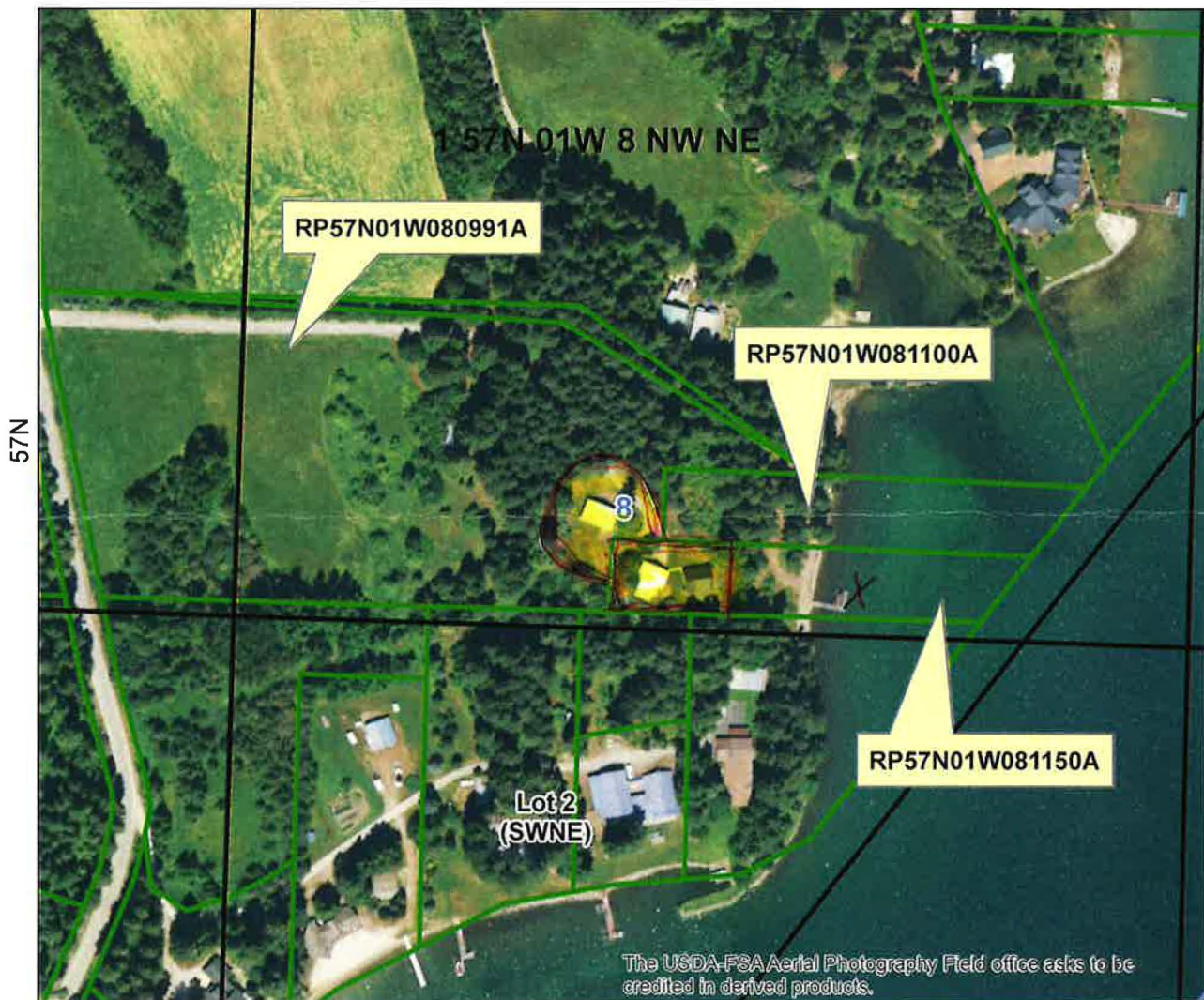
Trustee
Application for Permit

Signature of Applicant

Print Name (and title, if applicable)

State of Idaho
Department of Water Resources
Application For Permit

01W



- PLS Sections
- Quarter Quarters
- Taxlots

0 0.03 0.06 0.12 Miles

X = POINT OF DIVERSION

□ + ○ = IRRIGATION PLACE OF USE



Tax parcel information provided by Bonner County.



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

February 14, 2020

THE CLINTON C CAMPBELL & DELORES J CAMPBELL
REVOCABLE FAMILY TRUST
701 W ODEN BAY RD
SANDPOINT, ID 83864-8096

RE: Application for Permit No. 96-9786

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 on 2/20/2020 and 2/27/2020. 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:
IDAHO DEPT OF LANDS
PO BOX 83720
BOISE, ID 83720-0050

Alleman, Tammy

From: Alleman, Tammy
Sent: Friday, February 14, 2020 10:15 AM
To: 'Anna.Moody@deq.idaho.gov'; 'Chantilly.Higbee@deq.idaho.gov'; 'Horsmon,Merritt'; 'Mike Ahmer'; 'Amidy Fuson'; Golden, Kala; Skoro, Emily
Subject: Request for Comments on WR# 96-9786

Dear Interested Agencies:

The Department of Water Resources is seeking written comment and/or recommendations from your agency regarding the above referenced Water Right application. You can find copies of the application attached to the email and also 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, 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 application is March 9, 2020.**

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

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*

Alleman, Tammy

From: Alleman, Tammy
Sent: Friday, February 14, 2020 9:50 AM
To: 'bcdblegals@cdapress.com'
Subject: Application for Permit No. 96-9786
Attachments: Legal Notice for 96-9786.docx

Please publish the enclosed legal notice in the **Bonner County Daily Bee** on the dates indicated **February 20th and February 27th, 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 **March 9, 2020**. Your cooperation is appreciated.

Thank you,

Tammy

*Tammy Alleman
Administrative Assistant
Idaho Department of Water Resources
7600 N Mineral Dr., Ste 100
Coeur d'Alene, ID 83815
Email: Tammy.Alleman@idwr.idaho.gov
Phone: (208) 762-2800
Fax (208) 762-2819*

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

96-9786

THE CLINTON C CAMPBELL & DELORES J CAMPBELL REVOCABLE FAMILY TRUST

701 W ODEN BAY RD

SANDPOINT, ID 83864-8096

Point of Diversion L1(NWNE)

S8 T57N R01W

BONNER County

Source LAKE PEND OREILLE

Tributary PEND OREILLE RIVER

Use: IRRIGATION

04/01 to 10/31 0.02 CFS

Total Diversion: 0.02 CFS

Date Filed: 01-28-2020

Place Of Use: IRRIGATION

T57N R01W S8

L1(NWNE)

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/WVRAApplicationResults/>. 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 3/9/2020. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 2/20/2020 and 2/27/2020



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

January 23, 2020

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

Delores J. Campbell
701 W Oden Bay RD
Sandpoint, ID 83864

Re: Unacceptable for Filing status on Application for Permit (Rule 35 Application Requirements)

Dear Applicant:

Thank you for the Application for Permit, received by Idaho Department of Water Resources (IDWR) earlier today, to divert water from Lake Pend Oreille for irrigation use in Bonner County. **We are contacting you because the Application is unacceptable for filing due to an Applicant Name (Line 1) that does not match the trust document and because Lines 3 and Line 5 of the Application have been left blank or incomplete.** These errors must be corrected before IDWR can process your Application and publish required legal notices. A copy of your Application is enclosed.

Please contact me at (208) 762.2816 if you need help to correct your Application. An Application that is acceptable for filing must be received no later than February 25, 2020. IDWR will take steps to terminate the Application, if no response is received, in accordance with Idaho Code § 42-204.

Respectfully,

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

Enclosures:

Copy of Page 1 and Page 2 of Application for Permit received 01/23/2020

Copy of e-mail and corrections attachment sent 01/23/2020

CONVERSATION MEMO

OV- Office Visit T-Telephone M-Meeting O- Other

TO Right No. 96-9786

FROM Shaun Maxey DWR

☐ OV ☒ T ☐ M ☐ Other E-mail DATE 1/23/20 WITH (208) 263.3261 Delores Campbell
Reached Ms. Campbell regarding e-mail I had sent her
earlier today. The e-mail concerns connections to
Application For Permit.

☐ OV ☐ T ☐ M ☐ Other _____ DATE _____ WITH _____

☐ OV ☐ T ☐ M ☐ Other _____ DATE _____ WITH _____

☐ OV ☐ T ☐ M ☐ Other _____ DATE _____ WITH _____

Maxey, Shaun

From: Kenneth Hooper <khooper477@gmail.com>
Sent: Monday, January 20, 2020 12:36 PM
To: Maxey, Shaun; Campbell, Delores
Subject: Clinton and Delores Campbell Trust questions

Shaun,

Are you available to talk Delores Campbell and I tomorrow (Tuesday) between 2:30 and 3:00 PM?

Thanks,
Ken

COPY

Maxey, Shaun

From: Kenneth Hooper <khooper477@gmail.com>
Sent: Tuesday, January 7, 2020 11:01 AM
To: Maxey, Shaun; Campbell, Delores
Subject: Re: Place Of Use Corrections on Application For Permit (96-9784)
Attachments: Application for Permit Questions.pdf

Good Morning Shaun, As we discussed briefly yesterday I am helping a family member (Delores Campbell) with her permit and we have a few questions. I have attached a working draft permit application with the areas we are questioning circled and also described below:

✓ Question 4: We do not know how to access the correct Govt Lot and quarter references.

Question 5: Given Delores plans on irrigating up 1 acre between May 1 and October 31 of each year, what would be the recommended acres-feet per year? *(Leave Blank) 3.0 AF*

Question 9: We do not know how to access the correct place of use references.

Question 13: The irrigation line is in place and the project is completed, we filled in 1 year as the minimum required. Will Delores still need to file a statement of completion? *Yes, It will be mailed.*

Question 14: Can you direct us on where we should go to access the correct map, or perhaps provide the map?

Thank you for your assistance,

Ken

On Mon, Jan 6, 2020 at 11:05 AM Maxey, Shaun <Shaun.Maxey@idwr.idaho.gov> wrote:

Mr. Hooper:

Thanks for the information you provided in our phone call earlier today. I will be happy to assist your family member with her Application For Permit.

Shaun Maxey

From: Kenneth Hooper [mailto:khooper477@gmail.com]
Sent: Saturday, December 28, 2019 9:28 AM
To: Maxey, Shaun <Shaun.Maxey@idwr.idaho.gov>
Subject: Re: Place Of Use Corrections on Application For Permit (96-9784)

COPY

COPY

Shaun,

Quick follow up question. One page 2 of the application, question 13 indicates that the "application of water to proposed beneficial use is 5 years". Do we need to re-apply or take any other action in the future to preserve the permit?

Thanks,

Ken

On Sat, Dec 28, 2019 at 10:16 AM Kenneth Hooper <khooper477@gmail.com> wrote:

Thank you Shaun for the review and corrections. We agree with your corrections and we have initialed, dated and mailed back the corrected page 2 as requested.

Hope you and your family have a Happy new Year,

Ken

On Tue, Dec 24, 2019 at 3:01 PM Maxey, Shaun <Shaun.Maxey@idwr.idaho.gov> wrote:

Mr. and Mrs. Hooper:

Attached is a copy of Page 2 of your Application For Permit. The part of the Place of Use (POU) legal description that Indicates Township (57N), Range (01W), Section Number (33), and Government Lot (GL6). is correct, but the '...GL6...' is in the wrong column. Please review the attachment that shows the correct complete legal description that is consistent with your Application Map. Please e-mail me to indicate that you agree with the changes shown in the Attachment. This will allow IDWR to go forward with advertising of legal notices on your Application.

Please print out the attachment and initial and date next to the corrections. Your corrected page 2 should be mailed back to my attention at IDWR.

Thanks,

Shaun Maxey

COPY