

RECEIVED
FORM 202 Rev. 09/76

APR 11 2019

83179

Ident. No. 96-9746

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

IDWR / NORTH

1. Name of applicant(s) Mill Harbor Development, LLC Phone (509) 455-8883
 Name connector (check one): and or and/or
 Mailing address 601 S. Division Street City Spokane
 State Washington ZIP 99202 Email jrlayman@laymanlawfirm.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 Lake Pend Oreille which is a tributary of Pend Oreille River

4. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	¼	¼	¼	County	Source	Local name or tag #
57N	1E	35	3	NE	SW		Bonner		57N 1E 35 SESW (lot 4)

5. Water will be used for the following purposes:

- Amount 0.11 cfs for irrigation 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) 0.11 cfs 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. Pump from lake to irrigation system.
- b. Height of storage dam n/a feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 12. For dams 10 feet or more in height AND having a storage capacity of 50 acre-feet or more, submit a separate Application for Construction or Enlargement of a New or Existing Dam. Application required? Yes No
- c. Proposed well diameter is n/a inches; proposed depth of well is _____ feet.
- d. Is ground water with a temperature of greater than 85°F being sought? Yes No
- e. If well is already drilled, when? n/a; drilling firm _____; well was drilled for (well owner) _____; Drilling Permit No. _____

For Department Use

Received by _____ Date _____ Time _____ Preliminary check by _____
 Fee \$ 100.00 Received by JA Receipt No. N034150 Date 4-11-19



IDAHO SECRETARY OF STATE Viewing Business Entity

Ben Ysursa, Secretary of State

[[New Search](#)] [[Back to Summary](#)]
[[Get a certificate of existence for MILL HARBOR DEVELOPMENT, LLC](#)]

MILL HARBOR DEVELOPMENT, LLC

110 WALLACE AVE
COEUR D'ALENE, ID 83814

Type of Business: LIMITED LIABILITY COMPANY

Status: EXISTING, ANREPT SENT 01 Apr 2008

State of Origin: IDAHO

Date of 26 Jun 2006

Origination/Authorization:

Current Registered Agent: JOHN R LAYMAN
110 WALLACE AVE
COEUR D'ALENE, ID 83814

File Number: W52049

Date of Last Annual Report: 22 Aug 2007

Original Filing:

Filed 26 Jun 2006 ARTICLES OF
ORGANIZATION

[[Help Me Print/View TIFF](#)]
[View Image \(PDF format\)](#)
[View Image \(TIFF format\)](#)

Amendments:

[[Help Me Print/View TIFF](#)]

Annual Reports:

Report for year 2007 ANNUAL
REPORT

[[Help Me Print/View TIFF](#)]
[View Image \(PDF format\)](#) [View](#)
[Image \(TIFF format\)](#)

[Idaho Secretary of State's Main Page](#)

[State of Idaho Home Page](#)

Comments, questions or suggestions can be emailed to: sosinfo@sos.idaho.gov

RECEIVED
JUN 10 2008
IDWR/North

No. W 52049

Due no later than June 30, 2008

2. Registered Agent and Office NO PO BOX

Return to:
SECRETARY OF STATE
450 NORTH FOURTH STREET
PO BOX 83720
BOISE, ID 83720-0080

Annual Report Form

1. Mailing Address - Correct in this box if applicable
MILL HARBOR DEVELOPMENT, LLC
110 WALLACE AVE
601 S. Division St.
COEUR D'ALENE, ID 83814
Spokane, WA 99202

JOHN R LAYMAN
110 WALLACE AVE
COEUR D'ALENE, ID 83814
5431 N. Government Way, Ste. 101A
Coeur d'Alene, ID 83815
3. New Registered Agent Signature


NO FILING FEE IF
RECEIVED BY DUE DATE

4. Limited Liability Companies: Enter Names and Addresses of Members.

Office held	Name	Street or P.O. Address	City	State	Zip
Member	Dave Klave	P.O. Box 11988	Spokane	WA	99211
Member	JTK, LLC	601 S. Division St.	Spokane	WA	99202
Member	Darrell Mooney	347 Crooked Ear Drive	Sandpoint	ID	83864
Member	Charles E. Kramer	HCR-01, Box 437	Naples	ID	88847
Member	John R. Layman	601 S. Division St.	Spokane	WA	99202
Member	William G. Gottschalk	1652 235th Ave. SE	Sammamish	WA	98075

SEE ATTACHED

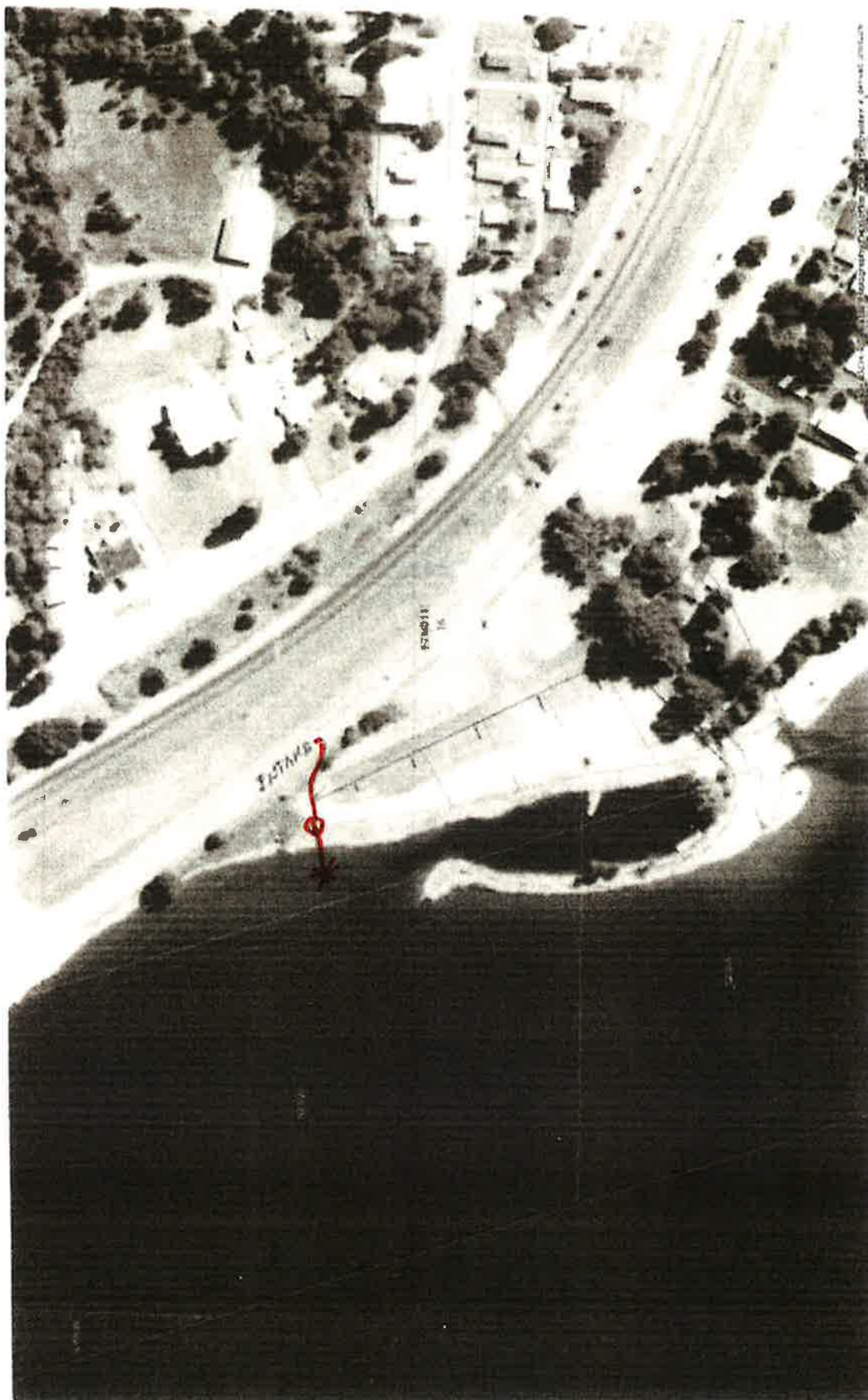
6. Organized Under the Laws of:
IDAHO
W 52049

8. Signature  Date 7/14/08
Name (Print or Type) John R. Layman Title Member

Issued 04/01/2008

Do Not Tape or Staple

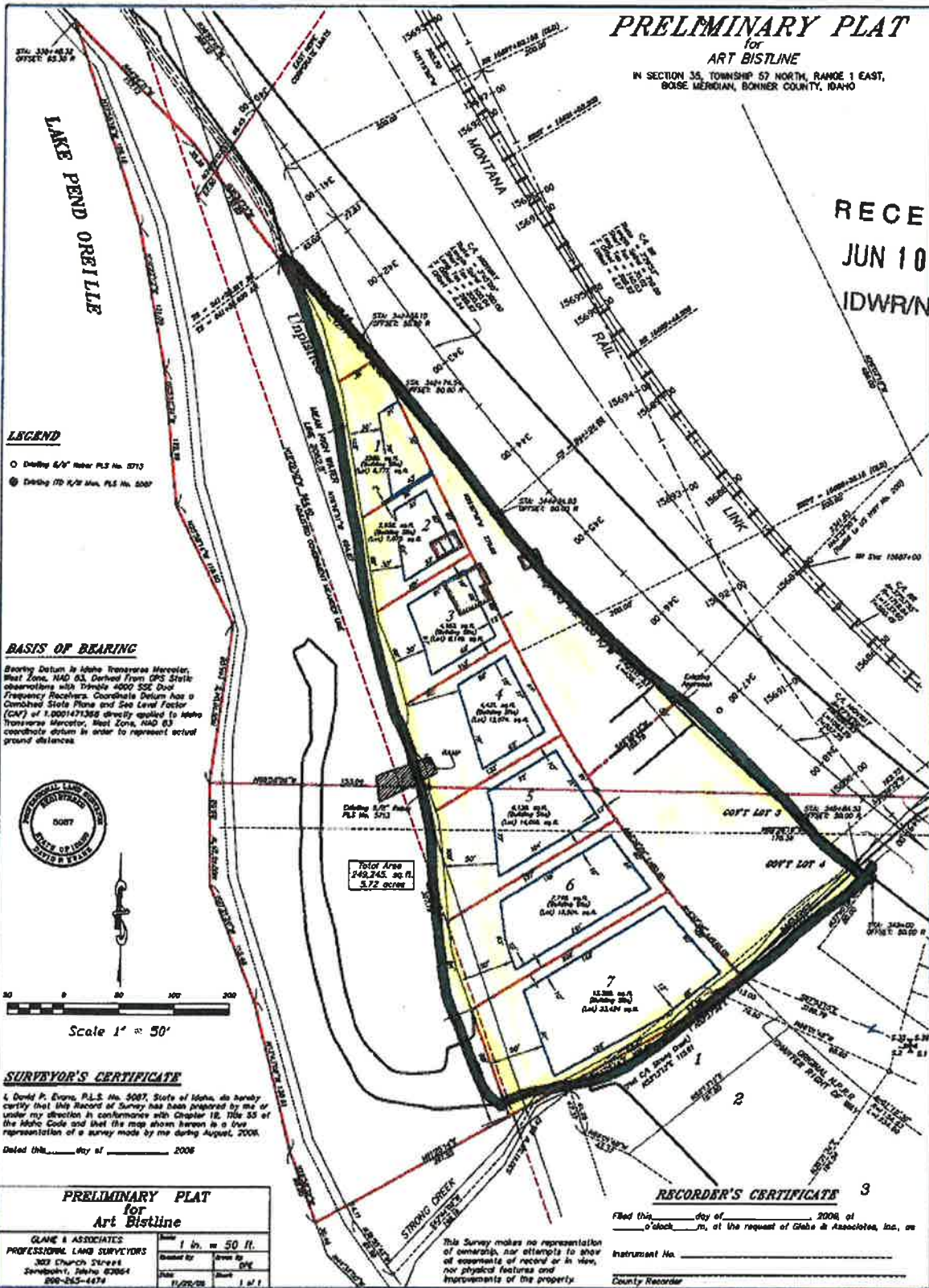
200608007727



PRELIMINARY PLAT

for
ART BISTLINE
IN SECTION 35, TOWNSHIP 57 NORTH, RANGE 1 EAST,
BOISE MERIDIAN, BONNER COUNTY, IDAHO

RECEIVED
JUN 10 2008
IDWR/North



LEGEND

- Detailing 6/8" Paper PLS No. 5713
- ⊗ Detailing 17 1/2" Min. PLS No. 5007

BASIS OF BEARING

Bearing Datum is Idaho Transverse Mercator, West Zone, NAD 83. Derived from GPS Static observations with Trimble 4000 SSB Dual Frequency Receivers. Coordinate Datum has a Combined State Plane and Sea Level Factor (CSL) of 1.0001471385 directly applied to Idaho Transverse Mercator, West Zone, NAD 83 coordinate datum in order to represent actual ground distances.



SURVEYOR'S CERTIFICATE

I, David P. Evans, P.L.S. No. 5007, State of Idaho, do hereby certify that this Record of Survey has been prepared by me or under my direction in conformity with Chapter 18, Title 55 of the Idaho Code and that the map shown herein is a true representation of a survey made by me during August, 2008.
Dated this _____ day of _____, 2008

PRELIMINARY PLAT for Art Bistline	
GLANE & ASSOCIATES PROFESSIONAL LAND SURVEYORS 302 Church Street Coeur d'Alene, Idaho 83814 208-265-4478	Scale: 1 in. = 50 ft. Drawn by: DPE Sheet: 1 of 1 Date: 8/2/08

RECORDER'S CERTIFICATE 3

Filed this _____ day of _____, 2008, of
o'clock _____ m., at the request of Glane & Associates, Inc., as
Instrument No. _____
County Recorder

This Survey makes no representation of ownership, nor attempts to show all easements of record or in view, nor physical features and improvements of the property.



MONTANA RAIL LINK, INC.
PROPERTY MANAGEMENT DIVISION
101 INTERNATIONAL WAY
POST OFFICE BOX 16630
MISSOULA, MONTANA 59808
(800) 241-5676
(408) 523-1300
(408) 523-1324 FAX

October 22, 2008

Mill Harbor Development, LLC A Idaho Corporation
110 East Wallace Avenue
Coeur D' Alene, ID 83814

RE: Agreement No. 501,374

Dear Lessee:

Enclosed please find Mill Harbor Development, LLC A Idaho Corporation executed Indefinite Term Lease Land for your records. Please let me know if I can be of assistance in the future.

Sincerely,

A handwritten signature in cursive script that reads 'Bev Kenfield'.

Bev Kenfield
Property Management Assistant
Property Management Division

RECEIVED
SPOKANE
NOV 20 2008
Layman, Layman,
& Robinson, PLLC

A Washington Company

RECEIVED
SPOKANE

NOV 20 2008

INDEFINITE TERM LEASE LAND NO. 501,374
04HOPE

Layman, Layman,
& Robinson, PLLP

THIS INDEFINITE TERM LEASE FOR LAND ("Lease") is dated as of the 26 day of February, 2008 (the "Effective Date") between MONTANA RAIL LINK, INC., a Montana corporation ("Lessor"), whose mailing address is Property Management Division, PO Box 16630, Missoula, MT 59808-6630 and physical address is 101 International Way, Missoula, MT 59808 and;

whose address is MILL HARBOR DEVELOPMENT, LLC A IDAHO CORPORATION, ("Lessee")
110 EAST WALLACE AVENUE
COEUR D'ALENE, ID 83814

RECITALS

- A. Lessor is in the railroad transportation business and leases a system of rail tracks ("Lessor's Track(s)") and various real properties associated therewith from BNSF Railway Company, a Delaware corporation ("BNSF"), pursuant to that certain Agreement between Lessor and BNSF dated July 21, 1987 ("Master Lease"), including the Property described below which Lessee desires to further lease from Lessor.
- B. Lessor has agreed to lease to Lessee the Property, subject to the terms, conditions and limitations provided herein.

AGREEMENTS

In consideration of the mutual covenants herein, Lessor and Lessee hereby agree as follows:

Section 1. Property, Term and Master Lease.

- A. Lessor leases to Lessee and Lessee rents from Lessor, subject to the covenants, agreements, terms, provisions and conditions of this Lease, that certain parcel of real property situated in the City of Hope, County of Bonner, State of Idaho, Mile Post 102+4455.5, Survey Station 1584+37, as shown on the plat, dated January 30, 2007 a copy of which is attached hereto as Exhibit "A" and made a part hereof ("Property").
- B. Lessee leases the Property from Lessor beginning March 1, 2008 ("Commencement Date"), and shall continue until terminated by either party as provided in this Section 1(B). This Lease may be terminated by either party, at any time, without cause, for convenience, by serving upon the other party written notice of termination at least thirty (30) days in advance. Upon termination, this Lease and all rights of Lessee shall absolutely cease.
- C. Upon termination, either (i) Lessor may retain from prepaid rent, as an additional charge for use of the Property, a sum equal to three (3) months Rent (as defined below), and any unearned portion of the annual Rent, in excess of such retainage, paid in advance shall be refunded to Lessee or (ii) if Lessor has not been paid sufficient Rent to satisfy the above retainage, then Lessee shall pay Lessor a sufficient sum so that, together with sums already held by Lessor, Lessor shall hold a sum equal to three (3) months Rent which Lessor shall retain as an additional charge for use of the Property, and such additional sum shall be paid by Lessee within thirty (30) days of termination of the Lease.
- D. Each consecutive twelve-month period this Lease is in effect, beginning with the Effective Date of this Lease, is herein called a "Lease Year."
- E. Lessee acknowledges that it is assuming all risks associated with Lessor's right to terminate this Lease at any time as provided above, and (i) Lessor gives no assurance that Lessor will delay termination of this Lease for any length of time whatsoever, (ii) Lessee may expend money and effort during the term of this Lease which may not ultimately be of any benefit to Lessee if Lessor terminates this Lease, but nonetheless, Lessor shall have the right to terminate the Lease if Lessor determines in its sole and absolute discretion that Lessor desires to terminate, and (iii) in no event shall Lessor be deemed to have any legal obligations to continue to lease the Property for any length of time.

F. This Lease is subject and subordinate to the Master Lease. BNSF hereby agrees by its signature below to recognize Lessee's rights under this Lease, if, prior to the termination of this Lease, or to the expiration of the term of this Lease, the term of the Master Lease expires, the Master Lease is terminated or BNSF reenters and repossesses the Property after a default by Lessor under the Master Lease. If BNSF succeeds to the rights of Lessor as the "Lessor" under this Lease, Lessee agrees that (i) BNSF shall not be liable or responsible for any breach or default under this Lease arising prior to the date that BNSF succeeds to the rights of Tenant as the "Lessor" under this Lease; (ii) BNSF shall not be required to cure or correct any breach or default under this Lease arising prior to the date that BNSF succeeds to the rights of Lessor as the "Lessor" under this Lease; and (iii) no breach of or default under this Lease arising prior to the date that BNSF succeeds to the rights of Lessor as the "Lessor" under this Lease shall excuse, delay, release or relieve Lessee from the payment and performance of all of Lessee's duties and obligations under this Lease. The preceding sentence is not intended and shall not be construed to affect any rights or remedies of Lessee against Lessor arising or resulting from a breach of or default under this Lease by Lessor prior to the date that BNSF succeeds to the rights of Lessor as the "Lessor" under this Lease. If BNSF succeeds to the rights of Lessor as the "Lessor" under this Lease, Lessee agrees to recognize BNSF as the "Lessor" under this Lease and timely tender payment and performance of Lessee's duties and obligations under this Lease to BNSF as if BNSF were named as "Lessor" in this Lease.

Section 2. Use and Compliance.

A. Lessee may use the Property for the sole and exclusive purpose of landscaping, beautification and existing building encroachments and for no other purpose without the prior written consent of Lessor. Lessee shall respond to Lessor's reasonable inquiries regarding the use or condition of the Property.

B. Lessee shall comply with all Laws applicable to Lessee, the Property, this Lease and Lessee's activities and obligations hereunder, and shall have the sole responsibility for costs, fees, or expenses associated with such compliance. As used herein, the term "Laws" shall mean any and all statutes, laws, ordinances, codes, rules or regulations or any order, decision, injunction, judgment, award or decree of any public body or authority having jurisdiction over Lessee, the Property, this Lease, and/or Lessee's obligations under this Lease, and shall include all Environmental Laws (as defined in Section 4(A)).

C. If any governmental license or permit is required or desirable for the proper and lawful conduct of Lessee's business or other activity in or on the Property, or if the failure to secure such a license or permit might in any way affect Lessor or BNSF, then Lessee, at Lessee's expense, shall procure and thereafter maintain such license or permit and submit the same to inspection by Lessor. Lessee, at Lessee's expense, shall at all times comply with the requirements of each such license or permit.

Section 3. Rent.

A. Lessee shall pay as rental for the Property, in advance, an amount equal to : annually ("Rent"). Lessor may, in its sole discretion, adjust the Rent annually to reflect a then current fair market rental value. Billing or acceptance by Lessor of any rental shall not imply a definite term or otherwise restrict either party from canceling this Lease as provided herein. Either party hereto may assign any receivables due it under this Lease; provided, however, such assignments shall not relieve the assignor of any of its rights or obligations under this Lease. All Rent and other monetary payments under this Lease from Lessee to Lessor shall be delivered solely to the following address:

Property Management Division
c/o Washington Corporations
PO Box 16624
Missoula, MT 59808

Lessor shall have the right to designate at any time and from time to time a different address for delivery of such payments by written notice to Lessee pursuant to the notice provisions of Section 36 below. No Rent or other payment sent to any other address shall be deemed received by Lessor unless and until Lessor has actually posted such payment as received on the account of Lessee, and Lessee shall be subject to all default provisions hereunder, late fees and other consequences as a result thereof in the same manner as if Lessee had failed or delayed in making any payment.

B. Lessee acknowledges that Lessor utilizes the rental collection system involving direct deposit of monies received through a financial institution selected by Lessor, which precludes Lessor's ability to exercise rejection of a rental payment before Lessee's check is cashed. Lessee agrees that as a condition of Lessor granting this Lease Lessee hereby waives any rights it may have under law to force continuation of this Lease due to Lessor having accepted and

Not more frequently than once every five years, Lessor and BNSF may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be contracted by Lessee, Lessee shall require that the contractor shall provide and maintain insurance coverages as set forth herein, naming Lessor and BNSF as additional insureds, and shall require that the contractor shall release, defend and indemnify the Lessor and BNSF to the same extent and under the same terms and conditions as Lessee is required to release, defend and indemnify the Lessor and BNSF herein.

Failure to provide evidence as required by this section shall entitle, but not require, Lessor to terminate this Lease immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Lessee's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Lessee shall not be deemed to release or diminish the liability of Lessee including, without limitation, liability under the indemnity provisions of this Lease. Damages recoverable by the Lessor and BNSF shall not be limited by the amount of the required insurance coverage.

For purposes of this section, BNSF shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

Section 18. Water Rights and Use of Wells.

This Lease does not grant, convey or transfer any right to the use of water under any water right owned or claimed by the BNSF which may be appurtenant to the Property. All right, title, and interest in and to such water is expressly reserved unto BNSF, and the right to use same or any part thereof may be obtained only by the prior written consent of the BNSF. Lessee shall not use, install or permit to be installed or used any wells on the Property without the prior written consent of BNSF.

Section 19. Default.

A. An "Event of Default" by Lessee shall have occurred hereunder if any of the following shall occur:

- (i) If Lessee violates any safety provision contained in this Lease;
- (ii) if Lessee fails to pay Rent or any other monetary payment hereunder when due or fails to perform any other obligations under this Lease and such failure continues thirty (30) days after written notice from Lessor to Lessee of Lessee's failure to make such payment or perform such obligations;
- (iii) if a decree or order of a court having jurisdiction over the Property for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over Lessee or over all or a substantial part of the property of Lessee shall be entered; or if Lessee becomes insolvent or makes a transfer in fraud of creditors; or an interim receiver, trustee or other custodian of Lessee or of all or a substantial part of the property of Lessee shall be appointed or a warrant of attachment, execution, or similar process against any substantial part of the property of Lessee shall be issued and any such event shall not be stayed, dismissed, bonded or discharged within thirty (30) days after entry, appointment or issuance;
- (iv) if the Property is abandoned or vacated by Lessee.

B. If an Event of Default occurs as provided above, Lessor may, at its option, (i) terminate this Lease by serving five (5) days notice in writing upon Lessee, in which event Lessee shall immediately surrender possession of the Property to Lessor, without prejudice to any claim for arrears of Rent or breach of covenant, (ii) proceed by appropriate judicial proceedings, either at law or in equity, to enforce performance or observance by Lessee of the applicable provisions of this Lease or to recover damages for a breach thereof, (iii) cure the default by making any such payment or performing any such obligation, as applicable, at Lessee's sole expense, without waiving or releasing Lessee from any obligation, or (iv) enter into and upon the Property or any part thereof and repossess the same without terminating the Lease and, without obligations to do so relet the Property or any part thereof as the agent of Lessee and in such event, Lessee shall be immediately liable to Lessor for all costs and expenses of such reletting, the cost of any alterations and repairs deemed necessary by Lessor to effect such reletting and the full amount, if any, by which the rentals reserved in this Lease for the period of such reletting exceeds the amounts agreed to be paid as Rent for the Property for the period of reletting. The foregoing rights and remedies given to Lessor are and shall be deemed to be cumulative and the exercise

Section 41. Tax Waiver.

Lessee waives all rights pursuant to all Laws to protest appraised values or receive notice of reappraisal regarding the Property (including Lessor's personalty), irrespective of whether Lessor contests the same. However, if the Property is separately assessed by the applicable taxing authority as a result of this Lease, the Lessee may, at its own cost and upon written consent of Lessor, contest the assessed value of the Property.


Section 42. Attorneys' Fees.

If any action at law or in equity is necessary to enforce or interpret the terms of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any relief to which it may be entitled.

Executed by the parties to be effective as of the Effective Date set forth above.

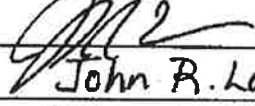
LESSOR

Montana Rail Link, Inc., a Montana corporation

By: 
John T. G. ~~Authorized:~~ Tom Walsh, President Montana Rail Link, Inc

LESSEE

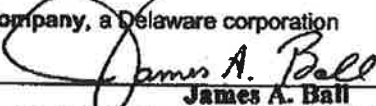
MIII Harbor Development, LLC a Idaho corporation

By:  6/2/08
Printed Name: John R. Layman
Title: Managing Member

BNSF's execution in the space provided below evidences BNSF's consent to this Lease. This Lease is not valid and shall have no force and effect without BNSF's signature.

BNSF

BNSF Railway Company, a Delaware corporation

By: 
Name: James A. Ball
Title: Senior Manager - Land Revenue Management

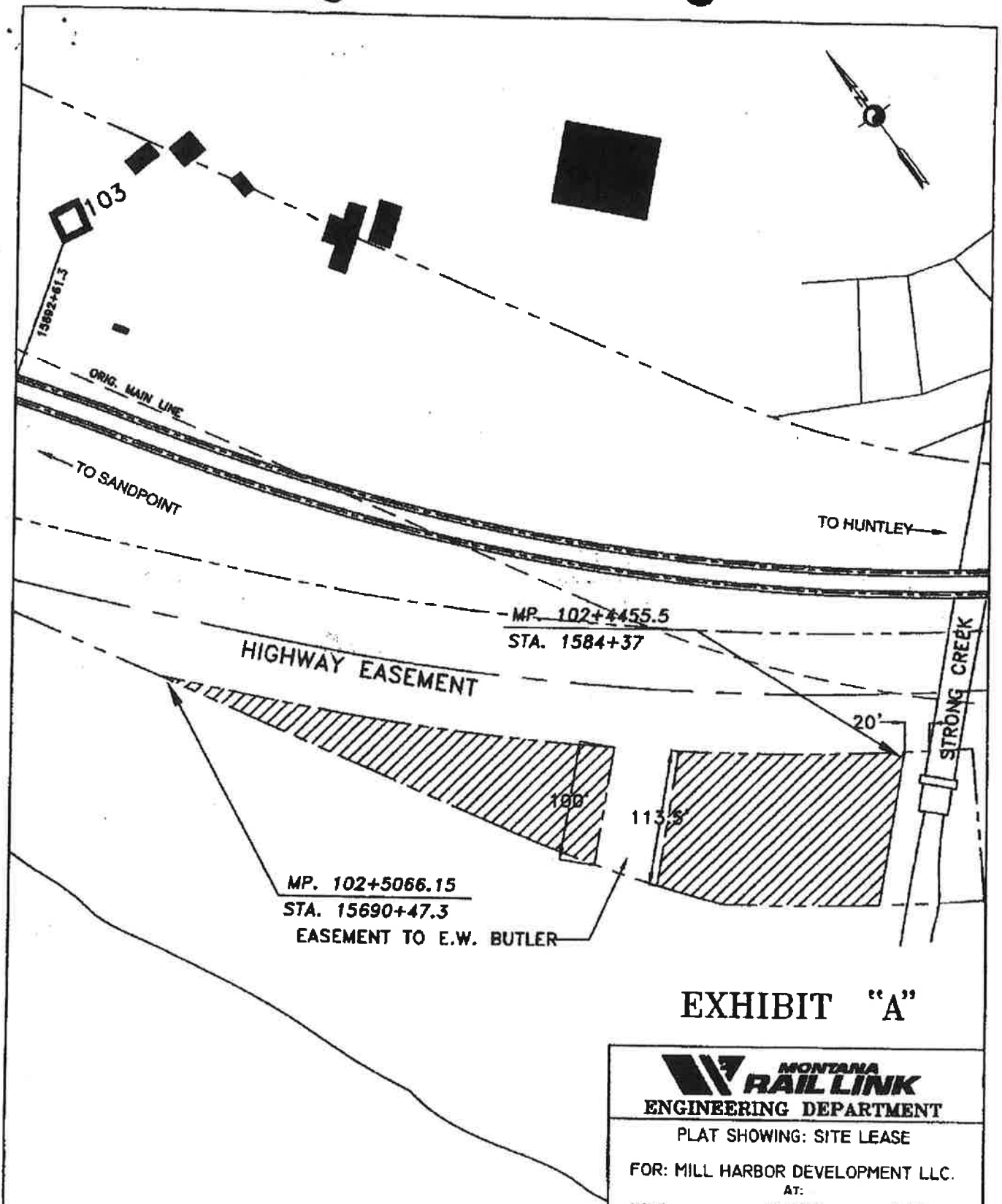


EXHIBIT "A"



ENGINEERING DEPARTMENT

PLAT SHOWING: SITE LEASE

FOR: MILL HARBOR DEVELOPMENT LLC.

AT:

HOPE CITY	BONNER COUNTY	IDAHO STATE
FOURTH SUBDIVISION		1"=100' SCALE
JANUARY 30, 2007 DATE		06-067 FILE

DESCRIPTION: A SITE CONTAINING 40,739.45 SQ. FT.
FOR COMMERCIAL AND RESIDENTIAL DEVELOPMENT HEREON SHADED.

Alleman, Tammy

From: Alleman, Tammy
Sent: Monday, April 29, 2019 10:00 AM
To: 'Anna.Moody@deq.idaho.gov'; 'merritt.horsmon@idfg.idaho.gov'; 'Mike Ahmer'; Skoro, Emily; Golden, Kala
Subject: Request for Comments Application for Permit #96-9746
Attachments: 96-9746 Application for Permit.pdf

Dear Interested Agencies:

The Department of Water Resources is seeking written comment and/or recommendations from your agency regarding the above referenced Water Right 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 May 20, 2019.**

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 North Mineral Drive, Suite 100
Coeur d'Alene, ID 83815
Tammy.Alleman@idwr.idaho.gov
208-762-2800 Phone
208-762-2819 Fax*



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

April 25, 2019

MILL HARBOR DEVELOPMENT LLC
601 S DIVISION ST
SPOKANE, WA 99202-1335

Application For Permit No. 96-9746

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 5/2/2019 and 5/9/2019. 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,

A handwritten signature in blue ink that reads "Tammy Alleman". The signature is fluid and cursive.

Tammy Alleman
Administrative Assistant

Alleman, Tammy

From: Alleman, Tammy
Sent: Thursday, April 25, 2019 12:50 PM
To: 'bcdblegals@cdapress.com'
Subject: Legal Notice
Attachments: Legal Notice for 95-17800, 96-9743, 96-9745, & 96-9746.doc

Please publish the enclosed legal notice in the **Bonner County Daily Bee** on the dates indicated **May 2nd and May 9th, 2019** (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 5/20/2019. Your cooperation is appreciated.

Thank you,

Tammy

*Tammy Alleman
Administrative Assistant
Idaho Department of Water Resources
7600 North Mineral Drive, Suite 100
Coeur d'Alene, ID 83815
Tammy.Alleman@idwr.idaho.gov
208-762-2800 Phone
208-762-2819 Fax*

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

95-17800

TODD TELOW
CHERYL TELOW
80 E JADYNN CT
HAYDEN, ID 83835-9830
Point of Diversion SWSW
S33 T54N R03W
BONNER County
Source GROUND WATER
Use: DOMESTIC
01/01 to 12/31 0.1 CFS
Use: IRRIGATION
04/01 to 10/31 0.12 CFS
Total Diversion: 0.2 CFS
Date Filed: 4/17/2019
Place Of Use: DOMESTIC
T54N R03W S33
NWSW SWSW
Place Of Use: IRRIGATION
T54N R03W S33 SWSW

96-9743

GLENN TRESTLE LLC
5450 LEARY AVE NW APT 352
SEATTLE, WA 98107-4081
Point of Diversion SENE
S12 T57N R01E
BONNER County
Source UNNAMED STREAM
Tributary TRESTLE CREEK
Use: POWER
01/01 to 12/31 0.3 CFS
Total Diversion: 0.3 CFS
Date Filed: 4/11/2019
Place Of Use: POWER
T57N R01E S12 SWNE

96-9745

DAVID LAWSON
HEATHER LAWSON
1121 LAWRENCE GRASSI RIDGE
CANMORE, AB T1W 3C3
Point of Diversion L9(SESE)
S31 T57N R02W
BONNER County
Source PEND OREILLE RIVER
Tributary COLUMBIA RIVER
Use: DOMESTIC
04/01 to 10/31 0.04 CFS
Total Diversion: 0.04 CFS
Date Filed: 4/19/2019
Place Of Use: DOMESTIC
T57N R02W S31
L9(SESE)

96-9746

MILL HARBOR DEVELOPMENT LLC
601 S DIVISION ST
SPOKANE, WA 99202-1335
Point of Diversion L3(NESW)
S35 T57N R01E
BONNER County
Source LAKE PEND OREILLE
Tributary PEND OREILLE RIVER
Use: IRRIGATION
04/01 to 10/31 0.11 CFS
Total Diversion: 0.11 CFS
Date Filed: 4/11/2019
Place Of Use: IRRIGATION
T57N R01E S35
L3(NESW) L4(SESW)

Permits will be subject to all prior water rights. 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 § 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 5/20/2019. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 5/2/2019 and 5/9/2019



MILL HARBOR DEVELOPMENT, LLC

East Hope, Idaho

RECEIVED

APR 11 2019

IDWR / NORTH

April 5, 2019

Idaho Department of Water Resources

Northern Regional Office

7600 N. Mineral Drive, Suite 100

Coeur d'Alene, ID 834815

Re: Mill Harbor Development, LLC /Application for Permit

Our File: 27555

Gentlemen:

Enclosed on behalf of our client, Mill Harbor Development, LLC is an application for permit seeking 0.11 cfs from Lake Pend Oreille for irrigation of 3.5 acres. Mill Harbor is developing this property into a series of seven residential lots. The nearby town of East Hope has requested that Mill Harbor utilize the lake as a supply for irrigation water in place of potable water.

Also enclosed is a preliminary plat on which I have dark-outlined the proposed place of use. Mill Harbor has negotiated an agreement with BNSF Railway Company which will allow irrigation on BNSF property. A copy of the Lease Agreement is also enclosed. I have, as a member of and registered agent for Mill Harbor Development, LLC signed the application. Also enclosed is a check for \$100.00 for application fees.

Please contact me with any questions or requests for additional information.

Very truly yours,

JOHN R. LAYMAN

Managing Member of Mill Harbor Development