

RECEIVED

NOV 05 2018

IDWR / NORTH

82826

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

Ident. No. 97-7558

1. Name of applicant(s) Robinson Family Living Trust Phone 719 464 4281
 c/o Terrence Robinson Name connector (check one): ☐ and ☐ or ☐ and/or
 Mailing address 10821 Greenbelt Drive City Peyton
 State Colorado ZIP 80831 Email Terry 9195@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 Ground Water which is a tributary of _____
4. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
60N	04W	34	3		NW	SE	Bonner	Ground Water	

5. Water will be used for the following purposes:
 Amount .04 for Domestic purposes from 01-01 to 12-31 (both dates inclusive)
 (cfs or acre-feet per year)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
6. Total quantity to be appropriated is (a) .04 cubic feet per second (cfs) and/or (b) _____ acre-feet per year (af).
7. Proposed diverting works:
- a. Describe type and size of devices used to divert water from the source. Shared drilled well
serving two houses
- 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 6" inches; proposed depth of well is 100 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 JA Date 11-5-18 Time _____ Preliminary check by _____
 Fee \$ 10000 Receipted by JA Receipt No. N033879 Date 11-5-18

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 1
- Other; describe fully. _____

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	
60N	04W	34														D			
																6L3			

Total number of acres to be irrigated: _____

10. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping? _____

- Who owns the property at the point of diversion? Dan & Lee Ann Larsen Lot 12A [RP 0041700012A0A]
- Who owns the land to be irrigated or place of use? Terry & Sue Robinson Lot 11A [RP 0041700011A0A]
- If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: Shared well agreement; see ATTACHED

12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. WE ARE FILING FOR THE RIGHT TO DIVERT GROUND WATER FOR DOMESTIC HOUSEHOLD USE AND TO PROTECT THE RIGHT OF FUTURE USE.

13. Time required for completion of works and application of water to proposed beneficial use is 3 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.

Terry Robinson, Trustee
 Signature of Applicant
Terry Robinson, Trustee
 Print Name (and title, if applicable)

 Signature of Applicant

 Print Name (and title, if applicable)

Clear Graphics

NAIP 2013 (1/2 meter)

Feature Labels



Zoom to

Clear Graphics

NALP 2013 (1/2 meter)

Feature Labels



Tax Roll Parcels (1 of 2)

Pin: RP0041700011A0A
Neighborhood: 3306
LRSN: 54261
Owner1: ROBINSON TRUST
Owner2: ROBINSON, TERENCE D TRUSTEE
Property Address: 36 S STEAMBOAT BAY RD
Community: COOLIN
House Type: 18 1.5 Story
Description: 537-Resid improv on cat 15
Acreage: 0.251
Legal Desc: 34-60N-4W ROBINSON SHERWOOD
BEACH LOTS LOT 11A REPLAT OF LOT 11 & 12
Tax Code Area: 0140000
Value: \$333155
Available Deeds:

[908655 PL](#)
[841338 QC](#)
[627797 QC](#)

Zoom to



Well X

Domestic Place of use

Driveway

Instrument # 930190
Bonner County, Sandpoint, Idaho
10/29/2018 08:12:39 AM No. of Pages: 3
Recorded for: VASSEUR & SCHLOTTHAUER, PLLC
Michael W. Rosedale Fee: \$15.00
Ex-Officio Recorder Deputy rflaherty
Index to: DEED

RECORDED AT THE REQUEST OF: (Please Return a Copy to:) Brent G. Schlotthauer Vasseur & Schlotthauer, PLLC PO Box 808 Coeur d' Alene, Idaho 83816-0808	<i>This Space for Recorder's Use Only</i>
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WARRANTY DEED

FOR VALUE RECEIVED, **TERENCE ROBINSON** and **SUSAN ROBINSON**, husband and wife (herein the "Grantors"), do hereby grant, bargain, sell and convey unto **TERENCE D. ROBINSON** and **SUSAN M. ROBINSON**, Trustees of the **ROBINSON FAMILY LIVING TRUST**, dated May 1, 1992, whose address is 10821 Greenbelt Drive, Peyton, CO 80831 (herein the "Grantees"), the following described premises in Bonner County, Idaho to wit:

Lot 11A, Robinson Sherwood Beach Lots, as recorded in Book 12 of Plats, Page 56, official records of Bonner County, Idaho;

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the

said Grantees that Grantors are the owners in fee simple of said premises; that they are free from all encumbrances, except existing easements and rights-of-way of record or in view, and the taxes and assessments for the year 2018 and subsequent, and that Grantors will warrant and defend the same from all lawful claims whatsoever.

DATED this 26 day of October, 2018.



TERENCE ROBINSON
Grantor



SUSAN ROBINSON
Grantor

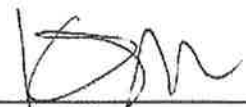
STATE OF Colorado)
) ss.
County of El Paso)

On this 26 day of October, 2018, before me, a notary public in and for said state, personally appeared **TERENCE ROBINSON**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

(SEAL)

KARINA RODRIGUEZ
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20184033688
MY COMMISSION EXPIRES AUG 22, 2022



Notary Public
Residing At: Colorado
My Commission Expires: 08/22/2022

STATE OF Colorado)
) ss.
County of El Paso)

On this 26 day of October, 2018, before me, a notary public in and for said state, personally appeared **SUSAN ROBINSON**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

(SEAL)

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RECORDED AT THE REQUEST OF: (Please Return a Copy to:) Brent G. Schlotthauer Vasseur & Schlotthauer, PLLC PO Box 808 Coeur d' Alene, Idaho 83816-0808	(This Space for Recorder Only)
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SHARED WATER WELL AGREEMENT

This SHARED WATER WELL AGREEMENT is hereby made and entered into by and between **DAN LARSEN** and **LEEANN LARSEN**, husband and wife, whose address is 17886 NW Sedgewick Ct, Beaverton, OR 97006 (herein collectively "Larsen"); and **TERENCE ROBINSON** and **SUSAN ROBINSON**, husband and wife, whose address is 10821 Greenbelt Drive, Peyton, CO 80831 (herein collectively "Robinson").

WITNESSETH:

A. WHEREAS, Larsen is the owner of a parcel of real property located in Bonner County, Idaho, legally described as follows:

*Lot 12A, Robinson Sherwood Beach Lots, as recorded in Book 12 of Plats,
Page 56, official records of Bonner County, Idaho;*

(herein the Larsen parcel);

B. WHEREAS, Robinson is the owner of a parcel of real property located in Bonner County, Idaho, legally described as follows:

*Lot 11A, Robinson Sherwood Beach Lots, as recorded in Book 12 of Plats,
Page 56, official records of Bonner County, Idaho;*

(herein the Robinson parcel);

C. WHEREAS, The Larsen Parcel and the Robinson Parcel shall be collectively referred to herein as the "Subject Parcels";

D. WHEREAS, a water well, pump, well house and other water distribution facilities shall be located on and within the Larsen Parcel and other portions of the Subject Parcels (herein referred to as the "Well System"); and

E. WHEREAS the parties deem it desirable to provide residential water service to each of the Subject Parcels via service from the Well System and to define each parcel's rights and obligations relative to such use.

AGREEMENT:

NOW THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties hereby agree as follows:

1. **Grant of Reciprocal Easements.** The parties hereby grant to each party and their successors, heirs and assigns non-exclusive, mutual and reciprocal easements over, across and through each of the Subject Parcels to take and draw water from the Well System and to conduct the same over, on, through and across their respective parcels. The parties shall likewise enjoy non-exclusive, mutual and reciprocal easements over, across and through each of the Subject Parcels as shall be reasonably necessary for the construction, inspection, servicing, operation, improvement, maintenance and/or repair of the Well System and any materials, equipment, supplies and/or apparatus relating thereto. Said easement shall be twelve feet (12') in width, with the center line of said easement being the location of the as-built Well System and presently existing distribution lines.

2. **Scope of Easements.** The Easements granted by this instrument shall be of a limited scope and shall be construed to be only of that certain extent and scope reasonably necessary to: (i) gain access directly to the Well System; (ii) operate, inspect, repair, maintain and replace the Well System; and (iii) draw water therefrom.

3. **Right to Draw Water.** The pumping, transmitting and usage of water drawn from the Well System shall limited to normal and reasonable residential purposes only. Industrial and commercial uses shall be prohibited.

4. **Shared Operating Costs and Expenses.** The parties hereby acknowledge and agree that each of the parties drawing water from the system shall be required to equally pay and satisfy any and all costs and expenses incurred in the operation, inspection, repair, maintenance and/or replacement of the Well System or any portion thereof. Each party shall be responsible for their pro rata equal share (based on the number of parcels connected and drawing water from the system and not based on the respective quantities of water drawn from the system) of such costs and expenses. The parties agree to establish, maintain and periodically deposit monies into a reserve account to allow for the continued availability of funds to readily satisfy such costs and expenses in a timely manner.

5. **Separate Costs and Expenses.** Notwithstanding the forgoing allocation of shared costs and expenses, each party shall be solely responsible and incur separate liability for each of the following costs and expenses:

(a) **Service Lines.** Each party shall be solely responsible for the connection, installation, inspection, maintenance and repair of any water pipes, lines or mains connected to the Well System and solely serving each party's respective parcel. Each party shall be solely responsible for any other cost or expense, of any nature whatsoever, associated with the provision of water solely to said party's respective parcel.

(b) **Site Improvements.** The parties agree that the cost of any removal or replacement of site improvements on an individual parcel necessary for system operation, maintenance, replacement, improvements, inspection or testing, damaged as a result of the repair of the Well System shall be born solely by the owner of the affected parcel, except that costs to remove and replace common boundary fencing or walls damaged as a result of repair shall be shared equally between or among parties so damaged. No party shall be responsible for any costs or expenses relating to the repair or removal of any such site improvements located on the other party's parcel.

6. **Construction Contribution.** The right of Robinson and the Robinson Parcel to connect to the Well System and draw water therefrom (together with Robinson's obligation to contribute toward the ongoing operating expenses) is strictly and expressly conditioned upon Robinson reimbursing Larsen for one-half (1/2) of the following costs and expenses: (i) drilling the well; (ii) purchasing the Well System facilities, parts, equipment and components, including but not limited to, the well pump, well controls and well house; (iii) constructing and installing the distribution lines and other portions of the Well System; (iv) extending power to well house; (v) legal fees; and (vi) and all other like and similar costs and expenses reasonably incurred by Larsen.

7. **Covenant with the Land.** The benefits and obligations of this agreement shall constitute a covenant which shall run with the parcels herein described. Said covenants shall bind the respective parties hereto, their heirs, legal representatives, successors, grantees and assigns. Neither party shall construct or install any landscaping or improvements which would impair either party's access to, or usage of, the Well System.

8. **Term.** The parties expressly acknowledge that the term of this agreement, except as otherwise set forth herein, shall be perpetual and uninterrupted in nature. Any modification or amendment of this agreement shall be void and unenforceable unless evidenced in a writing properly signed by each of the parties hereto.

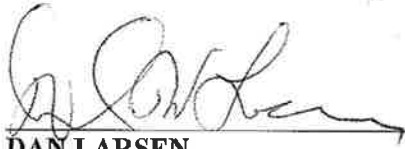
9. **Water Rights.** Each of the terms of this agreement, including the right to draw water from the Well System, shall be governed by, limited, and subject to the terms and provisions of any and all water rights and the laws, rules and regulations governing the same. The parties agree to execute any additional documentation and/or take any other action as may be required to comply with, perfect, protect and preserve such water rights.

10. **Enforcement Regulations.** The parties herein agree to use their best good faith efforts to unanimously establish reasonable regulations for the operation of the Well System, including but not limited to the termination of service if bills are not paid within forty-five days of the due date, additional charges for disconnection, re-connection, etc. Parties not conforming with the provisions of this agreement and/or such regulations shall be subject to an interest charge of five percent (5%) per annum together with any and all resulting collection fees or other costs.

11. **Execution in Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument.

12. **Governing Law.** It is understood that all parties have the continuing duty to assure that the operation of said Well System continues in compliance with all state and local laws and regulations. This agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, this Agreement shall be dated and shall become effective and operative upon the recordation of this document with the Bonner County Recorder.



DAN LARSEN

TERENCE ROBINSON



LEEANN LARSEN

SUSAN ROBINSON

11. **Execution in Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument.

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IN WITNESS WHEREOF, this Agreement shall be dated and shall become effective and operative upon the recordation of this document with the Bonner County Recorder.

DAN LARSEN



TERENCE ROBINSON

LEEANN LARSEN



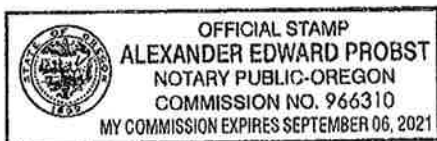
SUSAN ROBINSON

STATE OF Oregon)
 : ss.
County of Washington)

On this 13 day of June, 2018, before me, a notary public, personally appeared **DAN LARSEN**, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he signed and sealed the same as his own free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first written above.

(SEAL)



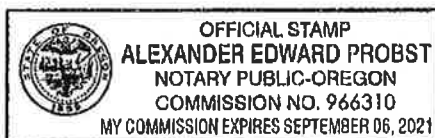

Notary Public
Residing At: 16085 SW Walker Rd
My Commission Expires: 09/06/2021

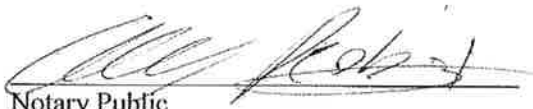
STATE OF Oregon)
 : ss.
County of Washington)

On this 13 day of June, 2018, before me, a notary public, personally appeared **LEEANN LARSEN**, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that she signed and sealed the same as her own free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first written above.

(SEAL)



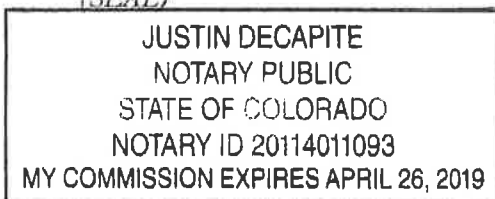

Notary Public
Residing At: 16085 SW Walker Rd
My Commission Expires: 09/06/2021

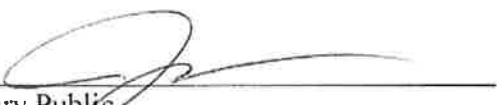
STATE OF Colorado)
County of El Paso) : ss.

On this 13th day of June, 2018, before me, a notary public, personally appeared **TERENCE ROBINSON**, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he signed and sealed the same as his own free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first written above.

(SEAL)



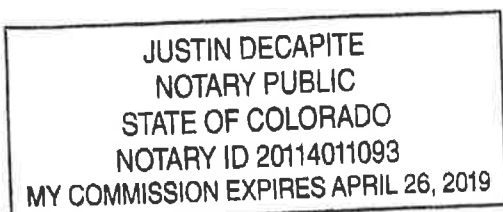

Notary Public
Residing At: 11555 meridiana pkwy, Peyton, CO
My Commission Expires: 04/26/2019

STATE OF Colorado)
County of El Paso) : ss.

On this 13th day of June, 2018, before me, a notary public, personally appeared **SUSAN ROBINSON**, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that she signed and sealed the same as her own free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first written above.

(SEAL)




Notary Public
Residing At: 11555 meridiana pkwy, Peyton, CO
My Commission Expires: 04/26/2019



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N. Mineral Drive, Suite 100 • Coeur d'Alene, Idaho 83815-7763

Phone: (208) 762-2800 • Fax: (208) 762-2819 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

November 14, 2018

ROBINSON FAMILY LIVING TRUST
C/O TERENCE ROBINSON
10821 GREENBELT DR
PEYTON, CO 80831

Application For Permit No. 97-7558

Dear Applicant(s):

The Department of Water Resources has received your water right application. Please refer to the number referenced above in all future correspondence regarding this application.

A legal notice of the application has been prepared and is scheduled for publication in the BONNER COUNTY DAILY BEE - **PRIEST RIVER VERSION** on 11/21/2018 and 11/28/2018. 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:

TERENCE ROBINSON
SUSAN ROBINSON
10821 GREENBELT
PEYTON, CO 80831

Alleman, Tammy

From: Alleman, Tammy
Sent: Wednesday, November 14, 2018 9:20 AM
To: 'bcdblegals@cdapress.com'; 'LEGALS@CDAPRESS.COM'
Subject: Legal Notice for the Priest River Times
Attachments: 97-7558 Legal Notice.doc

Please publish the enclosed legal notice in the Priest River Version of the Bonner County Daily Bee on the dates indicated November 21st and November 28th (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 12/10/2018. 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:

97-7558

ROBINSON FAMILY LIVING TRUST

C/O TERENCE ROBINSON

10821 GREENBELT DR

PEYTON, CO 80831

Point of Diversion L3(NWSE)

S34 T60N R04W

BONNER County

Source GROUND WATER

Use: DOMESTIC

01/01 to 12/31 0.04 CFS

Total Diversion: 0.04 CFS

Date Filed: 11/5/2018

Place Of Use: DOMESTIC

T60N R04W S34 L3(NWSE)

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 12/10/2018. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 11/21/2018 and 11/28/2018