

RECEIVED

82773

FORM 202 (Rev. 09/16)

STATE OF IDAHO

Ident. No.

97-7557

DEPARTMENT OF WATER RESOURCES

IDWR / NORTH

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant(s) David Lee Ann Larsen Phone 503-956-7095
 Mailing address 17886 NW Sedgewick Ct City Beaverton
 State OR ZIP 97006 Email daniel.w.larsen12@gmail.com
 Name connector (check one): ☒ and ☐ or ☐ and/or
2. Name of representative, if any N/A 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 10-15-18 Time _____ Preliminary check by _____
 Fee \$ 1000 Received by ja Receipt No. N033825 Date 10-15-18

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			
																GLB			

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? _____

11. a. Who owns the property at the point of diversion? Daniel W. Larsen Lot 12A [RP 0041700012A0A]
b. Who owns the land to be irrigated or place of use? Daniel W. Larsen Lot 12A [RP 0041700012A0A]
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: see attached shared well agreement

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.

[Signature]
Signature of Applicant
Daniel W. Larsen
Print Name (and title, if applicable)

[Signature]
Signature of Applicant
Lee Ann Larsen
Print Name (and title, if applicable)

Clear Graphics

Basemaps

Feature Labels



Search for an address



Tax Roll Parcels (2 of 3)

Pin: RP0041700012A0A
Neighborhood: 3306
LRSN: 54260
Owner: LARSEN, DAN & LEEANN
Property Address: 24 S STEAMBOAT BAY RD
Community: COOLIN
Description: 515-Land resid rural subdv vac
Acreage: 0.251
Legal Desc: 34-60N-4W ROBINSON SHERWOOD
BEACH LOTS LOT 12A REPLAT OF LOT 11 & 12
Tax Code Area: 0140000
Value: \$279655
Available Deeds:
[926197 D](#)
[908655 PL](#)
[841338 QC](#)
[627707 QC](#)

Zoom to

The USDA-FSA Aerial Photography Field office asks to be credited in derived products.

1:1000 30m 100ft

Well = X
Domestic Place of Use





I I

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Zoom to

The USDA-FSA Aerial Photography Field office asks to be credited in derived products.

1:1000

30m
100ft

Well = X
Domestic Place of Use



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 be 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.

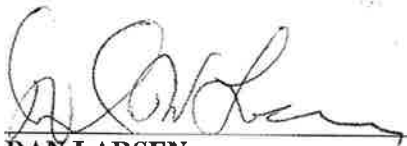
9. **Water Rights.** Each of the terms of this agreement, including the right to draw water from the Well System, shall be governed by, limited, and subject to the terms and provisions of any and all water rights and the laws, rules and regulations governing the same. The parties agree to execute any 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

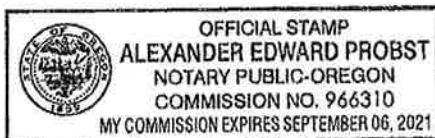
SUSAN ROBINSON

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)



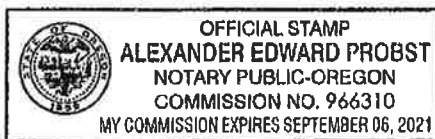

Notary Public
Residing At: 16015 SW Walker Rd
My Commission Expires: 09/06/2021

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: 16015 SW Walker Rd
My Commission Expires: 09/06/2021

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

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)

JUSTIN DECAPITE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20114011093
MY COMMISSION EXPIRES APRIL 26, 2019


Notary Public
Residing At: 11555 Meridian Hwy, 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)

JUSTIN DECAPITE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20114011093
MY COMMISSION EXPIRES APRIL 26, 2019


Notary Public
Residing At: 11555 Meridian Hwy, 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

October 30, 2018

DANIEL LARSEN
17886 NW SEDGEWICK CT
BEAVERTON, OR 97006

LEEANN LARSEN
17886 NW SEDGEWICK CT
BEAVERTON, OR 97006

Application For Permit No. 97-7557

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 TIMES VERSION on 11/7/2018 and 11/14/2018. 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

Alleman, Tammy

From: Alleman, Tammy
Sent: Tuesday, October 30, 2018 10:15 AM
To: 'bcdblegals@cdapress.com'
Cc: 'LEGALS@CDAPRESS.COM'
Subject: Legal Notice for 96-9725, 97-7554, 97-7556, 7 97-7557
Attachments: Legal Notice for 96-9725, 97-7554, 97-7556, 7 97-7557.doc

Please publish the enclosed legal notice in the "**Priest River Times**" Version of the Bonner County Daily Bee on the dates indicated November 7th and November 14th (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 11/26/2018. 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:

96-9725

VERNON W GRAHAM
418 MOOSE MEADOW DR
PO BOX 759
PRIEST RIVER, ID 83856
Point of Diversion L1(SWSW)
S36 T56N R04W
BONNER County
Source PEND OREILLE RIVER
Tributary COLUMBIA RIVER
Use: IRRIGATION
04/01 to 10/31 0.02 CFS
Total Diversion: 0.02 CF
Date Filed: 10/1/2018
Place Of Use: IRRIGATION
T56N R04W S36
L1(SWSW)
Total Acres: 0.2

97-7554

JOHN HUMMER
PO BOX 1768
SUN VALLEY, ID 83353
Point of Diversion SWNW
S28 T61N R04W
BONNER County
Source PRIEST LAKE
Tributary PRIEST RIVER
Use: IRRIGATION
04/01 to 10/31 0.03 CFS
Total Diversion: 0.03 CFS
Date Filed: 9/21/2018
Place Of Use: IRRIGATION
T61N R04W S28
L4(SWNW)
Total Acres: 1

97-7556

MATTHEW J ALICE
PAULA ALICE
11801 207TH AVE SE
SNOHOMISH, WA 98290
Point of Diversion SWNW
S22 T60N R04W
BONNER County
Source PRIEST LAKE
Tributary PRIEST RIVER
Use: DOMESTIC
01/01 to 12/31 0.04 CFS
Total Diversion: 0.04 CFS
Date Filed: 10/10/2018
Place Of Use: DOMESTIC
T60N R04W S22
L3(SWNW)

97-7557

DANIEL LARSEN
LEEANN LARSEN
17886 NW SEDGEWICK CT
BEAVERTON, OR 97006
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: 10/15/2018
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 11/26/2018. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 11/7/2018 and 11/14/2018