

81200

Ident. No.

95-17204

RECEIVED
SEP 07 2016STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT
to appropriate the public waters of the State of Idaho

1. Name of applicant(s) LEWELLEN CREEK WATER ASSOC Phone 208-772-9646
 Mailing address 10063 NAVION DR. HAYDEN ID 83835 Email mike@thecdagroup.com
 Name connector (check one) ☐ and ☐ or ☐ and/or
2. Name of representative, if any MIKE CURRY Phone 208-660-2041
 Mailing address 10063 NAVION DR. HAYDEN ID 83835 Email mike@thecdagroup.com
- a. ☐ Send all correspondence for this application to the representative and not to the applicant OR
☒ Send original correspondence to the applicant and copies to the representative.
- b. ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant OR
☒ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant.
3. Source of water supply GROUNDWATER 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 #
53N	02W	19	1		NW	NW	KOOTENAI	GROUNDWATER	D0069419
53N	02W	19	1		NW	NW	KOOTENAI	GROUNDWATER	D0069867

5. Water will be used for the following purposes:
 Amount 0.12 CFS for DOMESTIC purposes from 1/1 to 12/31 (both dates inclusive)
 (cfs or acre-feet per year)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
6. Total quantity to be appropriated is (a) 0.12 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. APPLICANT PLANS TO PUMP FROM WELLS TO SERVE 6 HOMES
- 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 11. 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? 2015, 2016; drilling firm UNITED;
 well was drilled for (well owner) BIG SKY CAPITAL, TIMBERED RIDGE; Drilling Permit No. 876218

For Department Use

Received by _____ Date _____ Time _____ Preliminary check by _____
 Fee \$ 100.00 Received by NLS Receipt No. N032173 Date 9-7-16

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

- 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 6
- Other; describe fully. DOMESTIC FOR 6 HOMES WITH THE IRRIGATION OF UP TO 1/2 ACRE PER HOME.

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	
53N	02W	19						D											
								GL1											

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? APPLICANT

b. Who owns the land to be irrigated or place of use? APPLICANT

c. 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. APPLICANT IS GOING TO USE WELLS TO SERVE 6 HOMES WITH DOMESTIC USE AND THE IRRIGATION OF UP TO 1/2 ACRE PER HOME.

13. Time required for completion of works and application of water to proposed beneficial use is 5 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.

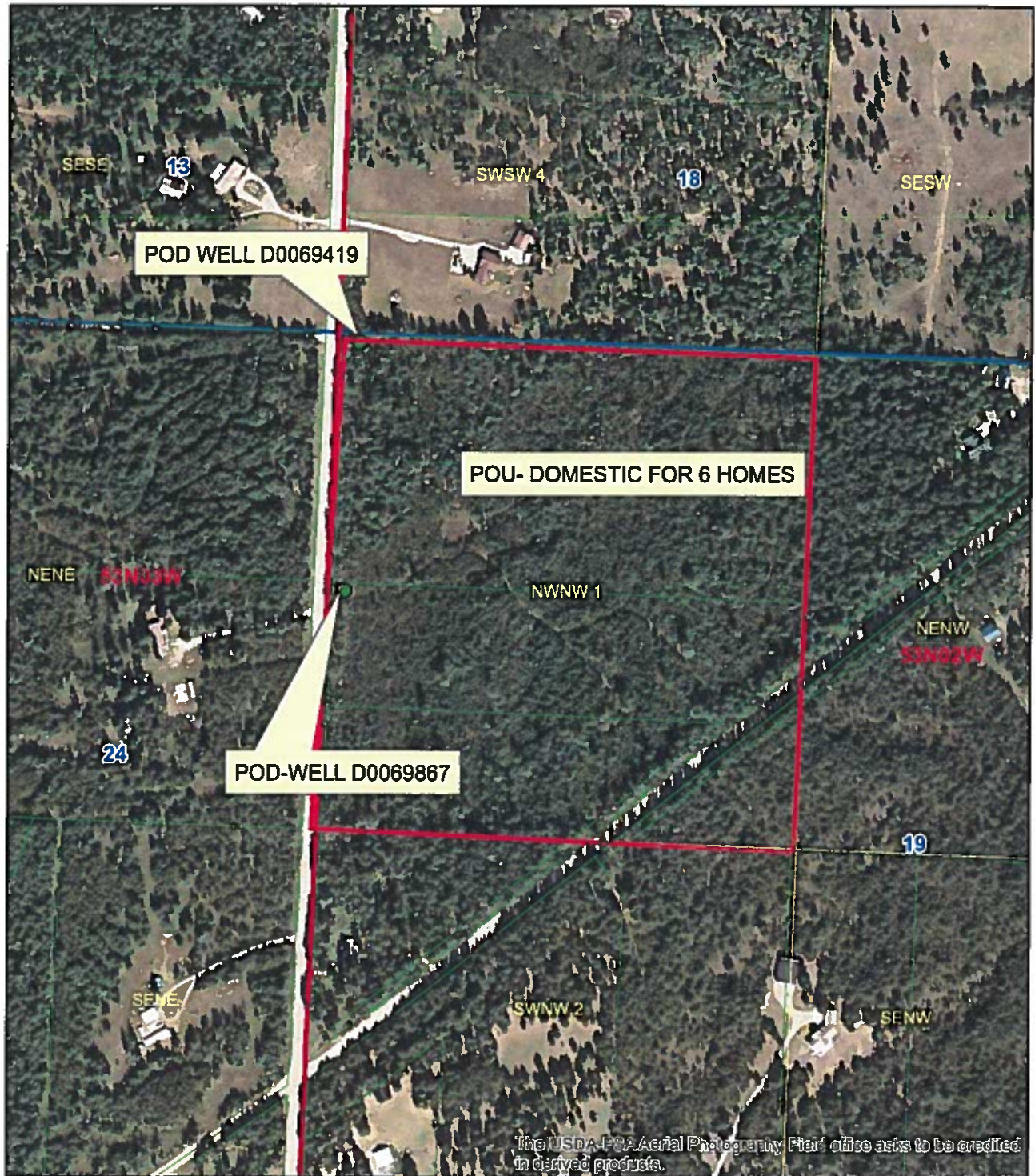
Signature of Applicant

Print Name (and title, if applicable)

Signature of Applicant

Print Name (and title, if applicable)

LEWELLEN CREEK APPLICATION MAP



Legend

- Taxlots
- Township/Range
- Sections
- QQ

0 0.0425 0.085 0.17 Miles



August 17, 2016

IDWR
7600 Mineral Dr., suite 100
Coeur d'Alene, Idaho 83814

ATIN: Adam Frederick

RE: Lewellen Creek Water Association Water Rights application - Letter of Authorization

Dear Adam:

Per your request I, (Jeremy Tripp, Board of Directors member, Lewellen Creek Water Association Inc.) I am submitting this Letter of Authorization, in which I am granting Mike Curry the authority to be recognized as the authorized contact and signatory for Re: Lewellen Creek Water Association Water Rights Application.



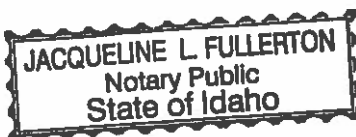
Jeremy Tripp Member of Lewellen Creek Water Association Inc.

State of Idaho

S.S.

County of Kootenai

On this 7th day of September in the year of 2016 before me Jacqueline Fullerton a notary public, personally appeared Jeremy Tripp of Lewellen Creek Water Association Inc. proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument, and acknowledged that he executed the same.





Notary Public
My Commission Expires 3/23/21

GRANT OF WATER AND UTILITY EASEMENTS

This instrument is made and effective on the date of the last signature acknowledged below by and between the LEWELLEN CREEK WATER ASSOCIATION, INC., an Idaho nonprofit corporation with a mailing address of 10063 Navion Drive, Hayden, ID 83835 (hereafter the "WATER ASSOCIATION"); STEVE THURSTON and MICHELLE THURSTON, husband and wife, and TIMBERED RIDGE CUSTOM HOMES, LLC, (hereafter collectively referred to as "THURSTON"), whose mailing address is PO Box 978, Hayden, ID 83835; PHILLIP L. BLAIR and CARLENE K. BLAIR, husband and wife, (hereafter referred to as "BLAIR"), whose mailing address is 11769 E. Whitetail Drive, Athol, ID 83801; ANTHONY W. MARCH and KATHLEEN MARCH, husband and wife, (hereafter referred to as "MARCH"), whose mailing address is 28678 N. Lewellen Creek Rd., Athol, ID 83801; DILLON T. ADICKES, a married man dealing with his sole and separate property, (hereafter "ADICKES"), whose mailing address is 11683 E. Whitetail Drive, Athol, ID 83801; Lynnette Eileen Johnston as successor Trustee of THE BOMAR FAMILY REVOCABLE LIVING TRUST "B", (hereafter "BOMAR TRUST"), with a mailing address of PO Box 987, Athol, ID 83801; and GARY J. JOHNSTON and LYNNETTE E. JOHNSTON, husband and wife, (hereafter "JOHNSTON"), whose mailing address is PO Box 987, Athol, ID 83801.

WHEREAS:

- A. The WATER ASSOCIATION is the owner and operator of a private water system serving the Lewellen Creek Estates subdivision as described in the plat recorded in Book "L" of Plats at pages 42 and 42A, records of Kootenai County, Idaho. The private water system currently consists of two water wells, underground cisterns and associated pipes, pumps, valves and other fixtures necessary to convey potable water to the Lots within Lewellen Creek Estates.
- B. THURSTON is the owner of Lot 1, Block 1 of Lewellen Creek Estates, (hereafter referred to as the "THURSTON PARCEL") and legally described in **Exhibit "A"** attached and incorporated herein.
- C. BLAIR is the owner of Lot 2, Block 1 of Lewellen Creek Estates, (hereafter referred to as the "BLAIR PARCEL") and legally described in **Exhibit "A"** attached and incorporated herein.
- D. MARCH is the owner of Lot 3, Block 1 of Lewellen Creek Estates, (hereafter referred to as the "MARCH PARCEL") and legally described in **Exhibit "A"** attached and incorporated herein.

- E. ADICKES is the owner of certain real property (hereafter referred to as the "ADICKES PARCEL") and legally described in **Exhibit "B"** attached and incorporated herein.
- F. The BOMAR TRUST is the owner of certain real property (hereafter referred to as the "BOMAR TRUST PARCEL") and legally described in **Exhibit "C"** attached and incorporated herein.
- G. JOHNSTON is the owner of certain real property (hereafter referred to as the "JOHNSTON PARCEL") and legally described in **Exhibit "D"** attached and incorporated herein,
- H. The parties hereto desire to grant and convey easements to the WATER ASSOCIATION for the use and benefit of their respective parcels and to allow the WATER ASSOCIATION to supply and provide potable water to each parcel described herein. The parties also desire to create easements to and over their respective parcels for existing utilities and future utility connections and services for the benefit of their parcels.

NOW THEREFORE, in consideration of their mutual benefit and other good and valuable consideration received, the parties now agree and convey as follows:

1. THURSTON to WATER ASSOCIATION. THURSTON does hereby grant and convey to the WATER ASSOCIATION, and to its successors and assigns, a perpetual, nonexclusive easement over, under and across the North 40 feet of the West 90 feet of the THURSTON PARCEL for a water well and utility site; and over under and across the North 15 feet, and the East 15 feet of the West 35 feet of the THURSTON PARCEL for the installation, operation, use, maintenance, repair and replacement of water pipelines and residential utilities, all as depicted on the recorded plat of Lewellen Creek Estates.
2. MARCH to WATER ASSOCIATION. MARCH does hereby grant and convey to the WATER ASSOCIATION, and to its successors and assigns, a perpetual, nonexclusive easement over, under and across the South 15 feet and the East 15 feet of the West 35 feet of the MARCH PARCEL for the installation, operation, use, maintenance, repair and replacement of water pipelines and residential utilities, all as depicted on the recorded plat of Lewellen Creek Estates.
3. BOMAR TRUST to WATER ASSOCIATION. The BOMAR TRUST does hereby grant and convey to the WATER ASSOCIATION, and to its successors and assigns, a perpetual, nonexclusive easement over, under and across the North 15 feet and the East 15 feet of the West 35 feet of the BOMAR TRUST PARCEL for the installation, operation, use maintenance, repair and replacement of water pipelines and residential utilities, as depicted on **Exhibit "E"** attached and incorporated herein.

4. ADICKES to WATER ASSOCIATION. ADICKES does hereby grant and convey to the WATER ASSOCIATION, and to its successors and assigns, a perpetual, nonexclusive easement over, under and across the West 15 feet of the ADICKES PARCEL for the installation, operation, use, maintenance, repair and replacement of water pipelines and residential utilities, as depicted on **Exhibit "E"** attached and incorporated herein.

5. JOHNSTON to WATER ASSOCIATION. JOHNSTON does hereby grant and convey to the WATER ASSOCIATION, and to its successors and assigns, a perpetual, nonexclusive easement over, under and across the East 15 feet of the West 35 feet of the JOHNSTON PARCEL for the installation, operation, use, maintenance, repair and replacement of water pipelines and residential utilities, as depicted on **Exhibit "E"** attached and incorporated herein.

6. Repairs and Maintenance. Any and all expenses necessary to operate, improve, repair, maintain or replace the water pipelines and/or utilities within the easements granted herein shall be the sole and exclusive obligation of the WATER ASSOCIATION and its successors and assigns, unless such expense is the direct result of negligent or intentional action by any third party. The easement areas shall be promptly restored to their original condition upon completion of any installation, repair, maintenance or replacement work performed within the easement areas.

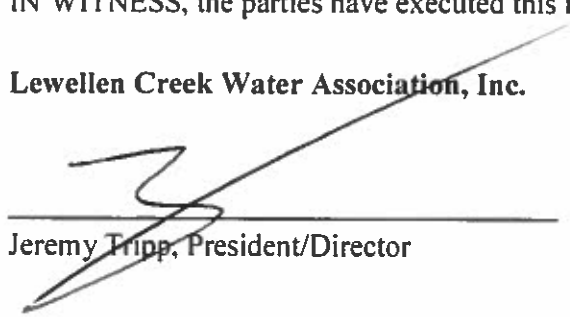
7. Binding on Successors and assigns. The easement rights and the repair obligations granted and assumed herein are covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors or assigns.

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

9. Attorney Fees and Costs. In the event of any dispute or disagreement involving the interpretation, application or enforcement of this instrument, the prevailing party shall be entitled to an award of all reasonable attorney fees and costs incurred.

IN WITNESS, the parties have executed this instrument on the dates acknowledged below.

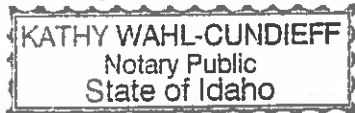
Lewellen Creek Water Association, Inc.



Jeremy Tripp, President/Director

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 8th day of August, 2016, before me, the undersigned, a Notary in and for the State of Idaho, personally appeared **Jeremy Tripp**, known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same. WITNESS my signature and official seal.



Kathy Wahl-Cundieff
Notary for the State of Idaho
Commission Expires: 4-27-2021

A handwritten signature of Steve Thurston in black ink.

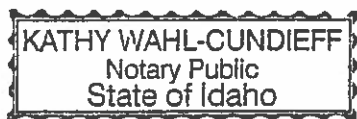
Steve Thurston

A handwritten signature of Michelle Thurston in black ink.

Michelle Thurston

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 11th day of August, 2016, before me, the undersigned, a Notary in and for the State of Idaho, personally appeared **Steve Thurston and Michelle Thurston**, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same. WITNESS my signature and official seal.



Kathy Wahl-Cundieff
Notary for the State of Idaho
Commission Expires: 4-27-2021

Timbered Ridge Custom Homes, LLC

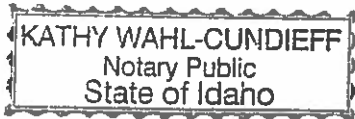
A handwritten signature of Barry A. Stearns in black ink.

Base, Inc., Manager

By: Barry A. Stearns, President

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 8 day of August, 2016, before me, the undersigned, a Notary in and for the State of Idaho, personally appeared **Barry A. Stears as President of BASE, Inc.**, known or identified to me to be the Manager of Timbered Ridge Custom Homes, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same. WITNESS my signature and official seal.



Kathy Wahl-Cundieff
Notary for the State of Idaho
Commission Expires: 4-27-2021

Anthony W. March

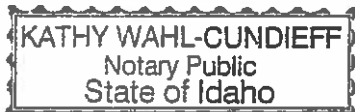
Anthony W. March

Kathleen March

Kathleen March

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 2nd day of September, 2016, before me, the undersigned, a Notary in and for the State of Idaho, personally appeared **Anthony W. March and Kathleen March**, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same. WITNESS my signature and official seal.



Kathy Wahl-Cundieff
Notary for the State of Idaho
Commission Expires: 4-27-2021



Dillon T. Adickes

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 9th day of August, 2016, before me, the undersigned, a Notary in and for the State of Idaho, personally appeared **Dillon T. Adickes**, 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. WITNESS my signature and official seal.





Notary for the State of Idaho

Commission Expires: My Commission Expires September 24, 2018

The Bomar Family Revocable Living Trust "B"



Lynette Eileen Johnston, Successor Trustee

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 10th day of August, 2016, before me, the undersigned, a Notary in and for the State of Idaho, personally appeared Lynette Eileen Johnston, known or identified to me to be the person whose name is subscribed to the within instrument as successor trustee of the **Bomar Family Revocable Living Trust "B"** and acknowledged to me that she executed the same as such trustees. WITNESS my signature and official seal.



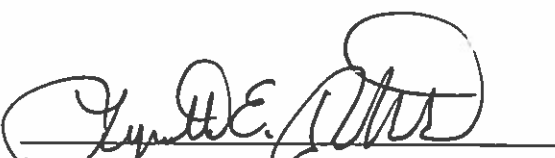


Notary for the State of Idaho

Commission Expires: 3/23/2021



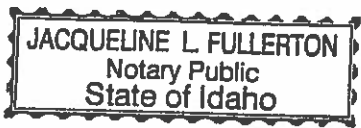
Gary J. Johnston

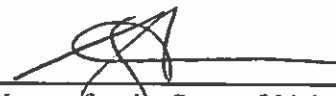


Lynnette E. Johnston

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 18th day of AUGUST 2016, before me, the undersigned, a Notary in and for the State of Idaho, personally appeared **Gary J. Johnston and Lynnette E. Johnston**, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same. WITNESS my signature and official seal.





Notary for the State of Idaho
Commission Expires: 3/23/2021

Exhibit "A"

THURSTON PARCEL:

Lot 1, Block 1, LEWELLEN CREEK ESTATES, according to the plat recorded in Book "L" of Plats at Pages 42 and 42A, records of Kootenai County, Idaho.

BLAIR PARCEL:

Lot 2, Block 1, LEWELLEN CREEK ESTATES, according to the plat recorded in Book "L" of Plats at Pages 42 and 42A, records of Kootenai County, Idaho.

MARCH PARCEL:

Lot 3, Block 1, LEWELLEN CREEK ESTATES, according to the plat recorded in Book "L" of Plats at Pages 42 and 42A, records of Kootenai County, Idaho.

Exhibit "B"
(ADICKES PARCEL)

A parcel of land located in a portion of Government Lot 1, Section 19, Township 53 North, Range 2 West of the Boise Meridian, Kootenai County, Idaho, described as follows:

Commencing at the Northwest Corner of said Section 19 as witnessed by a 1.5" iron pipe per CP&F instrument no. 524222, from which the West Quarter Corner of said Section 19, as witnessed by a 2.5" aluminum cap monument per CP&F Instrument No. 2018121 bears South 01°01'01" West 2660.13 feet;
thence South 01°01'01" West 692.05 feet to a point of intersection with the North line of the South 638.00 feet of said Government Lot 1;
thence South 89°19'18" East along said North line, 715.00 feet to the Point of Beginning for this described parcel of land;
thence, continuing along said North line, South 89°19'18" East, 342.27 feet;
thence South 40°05'55" East, 250.57 feet to a point of intersection with the North Line of a parcel of land conveyed to the Coeur D' Alene and Pend D' Oreille Railway Company by deed recorded In Book 40 of Deeds at page 274, records of Kootenai County, Idaho;
thence along said North line, South 49°54'05" West 673.00 feet to the Point of Intersection with East line of the West 715.00 feet of said Government Lot 1;
thence, leaving said North line and following the East line of said West 715.00 feet of Government Lot 1, North 01°01'01" East, 629.30 feet returning to the Point of Beginning for this described parcel of land.

TOGETHER WITH:

That portion of Government Lot 1, Section 19, Township 53 North, Range 2 West of the Boise Meridian, Kootenai County, Idaho laying South of that land conveyed to the Coeur D' Alene and Pend D' Oreille Railway Company by Deed recorded in Book 40 of Deeds at Page 274, records of Kootenai County, Idaho.

Exhibit "C"
(BOMAR TRUST PARCEL)

The North half of the South 638.0 feet of the West 715.0 feet of Government Lot 1, Section 19, Township 53 North, Range 2 West, Boise Meridian, Kootenai County, Idaho;

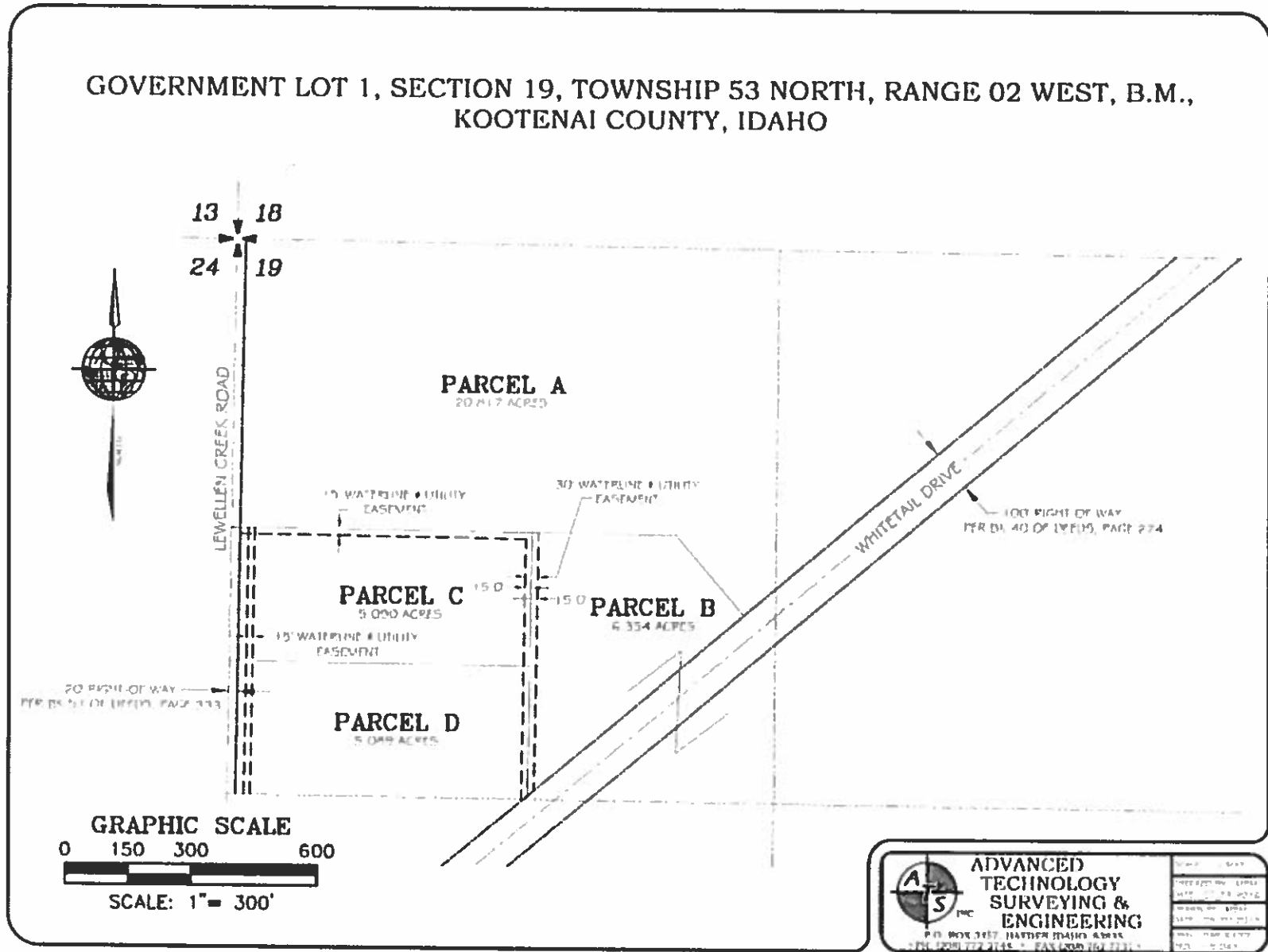
EXCEPT the West 20.0 feet thereof as conveyed to Kootenai County by Deed recorded In Book 51 of Deeds, Page 333, records of Kootenai County, Idaho.

Exhibit "D"
(JOHNSTON PARCEL)

The South half of the South 638.0 feet of the West 715.0 feet of Government Lot 1, Section 19, Township 53 North, Range 2 West, Boise Meridian, Kootenai County, Idaho;

EXCEPT the West 20.0 feet thereof as conveyed to Kootenai County by Deed recorded In Book 51 of Deeds, Page 333, records of Kootenai County, Idaho.

AND EXCEPT that portion conveyed to the Coeur D'Alene and Pend D' Oreille Railway Company by Deed recorded in Book 40 of Deeds at Page 274, records of Kootenai County, Idaho.



August 4, 2016

Big Sky Capital

Lewellen Creek Water Association

10063 Navion Dr.

Hayden, ID 83835

RECEIVED

AUG 09 2016

IDWR / NORTH

IDWR

7600 MINERAL DRIVE SUITE 100

Coeur d'Alene, ID 83815-7763

RE: WATER RIGHTS APPLICATION FOR LEWELLEN CREEK WATER ASSOCIATION

To whom it may concern:

Please accept this letter as a brief description of items included with in our application for water rights

1. Well drillers report wells #1 and #2
2. Parcel Map of area with section township and range
3. Plat of Lewellen Creek Estates Instrument # 2521866000
4. Legal Description of Waterline and Utility Easements for unplatted lots
5. Fees in the amount of \$250.00
6. Articles of Incorporation Lewellen Creek Water Association
7. Grant of Water and Utility Easements
8. Option to join association for surrounding properties
9. Non Platted lots joining water association
10. Memorandum of Bylaws for Lewellen Creek Water Association
11. Bylaws of Lewellen Creek Water Association
12. Notice of Formation of Water Association
13. Organizational Minutes of Lewellen Creek Water Association
14. Application for Permit
15. Municipal Water Right Application Checklist

Thank you

Mike Curry

208-660-2041

incomplete

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

RECEIVED
AUG 09 2016
Ident. No. _____
IDWR / NORTH

1. Name of applicant(s) LEWELLEN CREEK WATER ASSOC Phone 208-772-9646
 Mailing address 10063 NATION DR. Email Mike@theedagrapc
 Name connector (check one): ☐ and ☐ or ☐ and/or
2. Name of representative, if any MIKE CURRY Phone _____
 Mailing address SAA 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 providing authority to sign for the applicant.
3. Source of water supply GROUND which is a tributary of N/A
4. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
53N	02W	19	1				KOOTENAI		

5. Water will be used for the following purposes: DOMESTIC
 Amount _____ for MUNICIPAL purposes from 1-1 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) _____ 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. 6" INLET # 2, WELL # 2
PIES, CONTROLS, SERVICES, TANKS, PUMPS
- 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 11. 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? 8/17; drilling firm UNITED CROWN / UNITED CROWN
 well was drilled for (well owner) BLISKY CAPITAL; Drilling Permit No. 876218
TIMBERED RIDGE CUSTOM HOMES

For Department Use

Received by _____ Date _____ Time _____ Preliminary check by _____
 Fee \$ 250.00 Received by NS Receipt No. N032106 Date 8-9-16

incomplete

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. _____

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	
53N	02W	19						D											

Total number of acres to be irrigated: _____

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

11. a. Who owns the property at the point of diversion? STEVE THURSTON WELL # 1 / TRCH # 2
b. Who owns the land to be irrigated or place of use? SEE ATTACHED PARCELS / OWNERS
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: WATER ASSOCIATION + EASEMENTS

12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. WATER RIGHTS FOR ASSOCIATION, SUPPLY THE 6 PARCELS, 3 OF WHICH ARE LOWELLEN CREEK ESTATES, 3 ARE AIN #S 306152, 306153, AND 306151 WITH DOMESTIC SUPPLY, AND IRRIGATION.

13. Time required for completion of works and application of water to proposed beneficial use is 5 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 of Applicant

Print Name (and title, if applicable)

Signature of Applicant

Print Name (and title, if applicable)

Water Right No. or App. ID _____

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

**MUNICIPAL WATER RIGHT APPLICATION CHECKLIST
FOR AN APPLICATION TO APPROPRIATE WATER FOR MUNICIPAL PURPOSES**

An application to appropriate water for municipal purposes must be prepared in accordance with the requirements listed below to be acceptable for processing by the Department. There are two types of permits for municipal water use. The first type of municipal permit provides water for reasonably anticipated future needs (RAFN) over a defined planning horizon.¹ The second type of municipal permit, called non-RAFN, provides water solely for use to meet needs that will arise in the near-term (five years).² A non-RAFN permit may have an annual volume limitation associated with it. Each type of municipal water use has a distinct set of review requirements.

Applicant Name: LEWELLEN CREEK WATER ASSOCIATION

1. Type of Municipal Provider. Applicant must qualify as a Municipal Provider to obtain a municipal water right. See Idaho Code § 42-202B (5). Check one:

- ☒ Type 1 – Municipality
☐ Type 2 – Franchise or political subdivision supplying water to a municipality
☐ Type 3 – Corporation or association regulated as a “public water supply” system by IDEQ
☐ Attach documentation of qualification as a Municipal Provider. See Idaho Code § 42-202(2).

2. List existing Water Rights (permits, licenses, decrees, and beneficial use claims) available to the applicant for municipal needs. These rights may or may not have a purpose of use expressly defined as “municipal”. Include a separate attachment as needed.

Right Number	Nature of Use	Diversion Rate (cfs)	Annual Vol. (acre-feet)	Service Area
<u>NONE</u>				

3. List the total diversion rate from Item 2. Be sure to account for any combined diversion rate limits in the approval conditions of each right listed. _____ CFS (total from 2)
4. List the total volume from Item 2. Be sure to account for any combined volume limits in the approval conditions of each right listed. _____ AF (total from 2)

¹ For a thorough discussion of RAFN water rights, see IDWR's *Recommendations for the Processing of Reasonably Anticipated Future Needs (RAFN) Municipal Water Rights at the Time of Application, Licensing, and Transfer*.

² For a thorough discussion of non-RAFN water rights, see IDWR's Application Processing Memorandum No. 18.

5. Planning Horizon. See Idaho Code § 42-202B (7). Check one:

☐ RAFN. Specify planning horizon: ____ years. Go to Item 6.

☒ Non-RAFN (≤5 years). Go to Item 7.

6. If application is for RAFN:

☐ Attach justification for planning horizon. See Idaho Code § 42-202(2) and § 42-202B(7).

☐ Attach description of service area. See Idaho Code § 42-202(2) and § 42-202B(9).

☐ Attach population projection within the service area over the planning horizon. See Idaho Code § 42-202(2) and § 42-202B(8).

☐ Attach evaluation for demand within the service area over the planning horizon. See Idaho Code § 42-202(2) and § 42-202B(8).

Does demand exceed the totals listed in Items 3 and 4?

Y N

☐ ☐ Rate?

☐ ☐ Volume?

If the answer is "No" to both rate and volume and a new point of diversion is needed, file a transfer application pursuant to Idaho Code § 42-222(1).

7. If application is for non-RAFN:

When submitting proof of beneficial use, non-RAFN permit holders will be required to show that water was diverted for an additional increment of beneficial use over existing water rights during the authorized development period, which may be up to five years from the date of approval. Do existing demand and short term needs exceed the combined authorizations from the existing water rights listed in Items 3 and 4?

Y N

☒ ☐ Rate?

☒ ☐ Volume?

If the answer is "No" to both rate and volume and a new point of diversion is needed, file a transfer application pursuant to Idaho Code § 42-222(1).



ARTICLES OF INCORPORATION (Non-Profit) FILED EFFECTIVE

Title 30, Chapters 21 and 30, Idaho Code

Filing fee: \$30 typed, \$50 not typed

Complete and submit the form in duplicate.

2015 NOV 16 AM 9:08

SECRETARY OF STATE
STATE OF IDAHO

Article 1: The name of the corporation shall be:
LEWELLEN CREEK WATER ASSOCIATION, INC.

Article 2: The purpose for which the corporation is organized is: **OPERATE AND MAINTAIN WATER SYSTEM FOR LEWELLEN CREEK SUBDIVISION**

Article 3: Registered agent name and address:

MICHAEL R. CHAPMAN **402 W. CANFIELD SUITE 2 COEUR D'ALENE, ID 83814**
(Name) (Address)

Article 4: The board of directors shall consist of no fewer than three (3) people. The names and addresses of the initial directors are:

JEREMY TRIPP **10063 NAVION DR., HAYDEN, ID 83835**
(Name) (Address)

JESSICA TRIPP **10063 NAVION DR., HAYDEN, ID 83835**
(Name) (Address)

BARRY STEARNS **10063 NAVION DR., HAYDEN, ID 83835**
(Name) (Address)

Article 5: Incorporator name(s) and address(es):

MICHAEL R. CHAPMAN **PO BOX 1600, COEUR D'ALENE, ID 83816**
(Name) (Address)

(Name) (Address)

(Name) (Address)

Article 6: The mailing address of the corporation shall be:

PO BOX 1600, COEUR D'ALENE, ID 83816
(Address)

Article 7: The corporation (☒ does ☐ does not) have voting members.

Article 8: Upon dissolution the assets shall be distributed: **IN ACCORDANCE WITH THE BYLAWS**

Signatures of all incorporators:

Printed Name: **MICHAEL R. CHAPMAN**

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Secretary of State use only
IDAHO SECRETARY OF STATE
11/16/2015 05:00

CK: 3366000 CT: 172099 BH: 1500410
IC 30.00 = 30.00 INC NONP #2
IC 20.00 = 20.00 NON EXPEDI #3

C207757



Kootenai County, Idaho

6	5	4	3	2	1
7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24
25	26	27	28	29	30
31	32	33	34	35	36



THIS DRAWING IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE COUNTY IS NOT RESPONSIBLE FOR ANY INACCURACIES CONTAINED HEREIN.

Map Revisions

09/25/15 - ET
53N02W-19-3200, 3300, 3400 & 3500 redescribed for boundary line adjustments (16)
11/20/15 - GJC
53N02W-19-3200 platted into LEWELLEN CREEK EST (16)

Notes:

WELL #2

Parcel areas have been calculated by traverse closure when sufficient information has been available. Area shown is Net Assessable Area. Right-of-Way, where applicable, has been subtracted. Distances and curve lengths less than 50' may not be shown due to scale limitations. Dimensions in parenthesis denote record and/or platted lot dimensions.

LOCATION OF ROADS SHOWN ARE BASED ON ADDRESSABLE ROAD INFORMATION AND MAY OR MAY NOT BE PUBLIC.

Parcel Identification Number (PIN) are comprised as follows:
Platted Sub-code and Parcel ID# ex. C-3510 and 021-999-C Resulting PIN = 50N03W-16-7950 or 50N03W167950
Unplatted TwpRngSec and Parcel ID# ex. 50N03W-16 and 7950 Resulting PIN = 50N03W-16-7950 or 50N03W167950

Legend

(C-5357) Sub-code
001-001-A Parcel ID# (PIN)

Legend

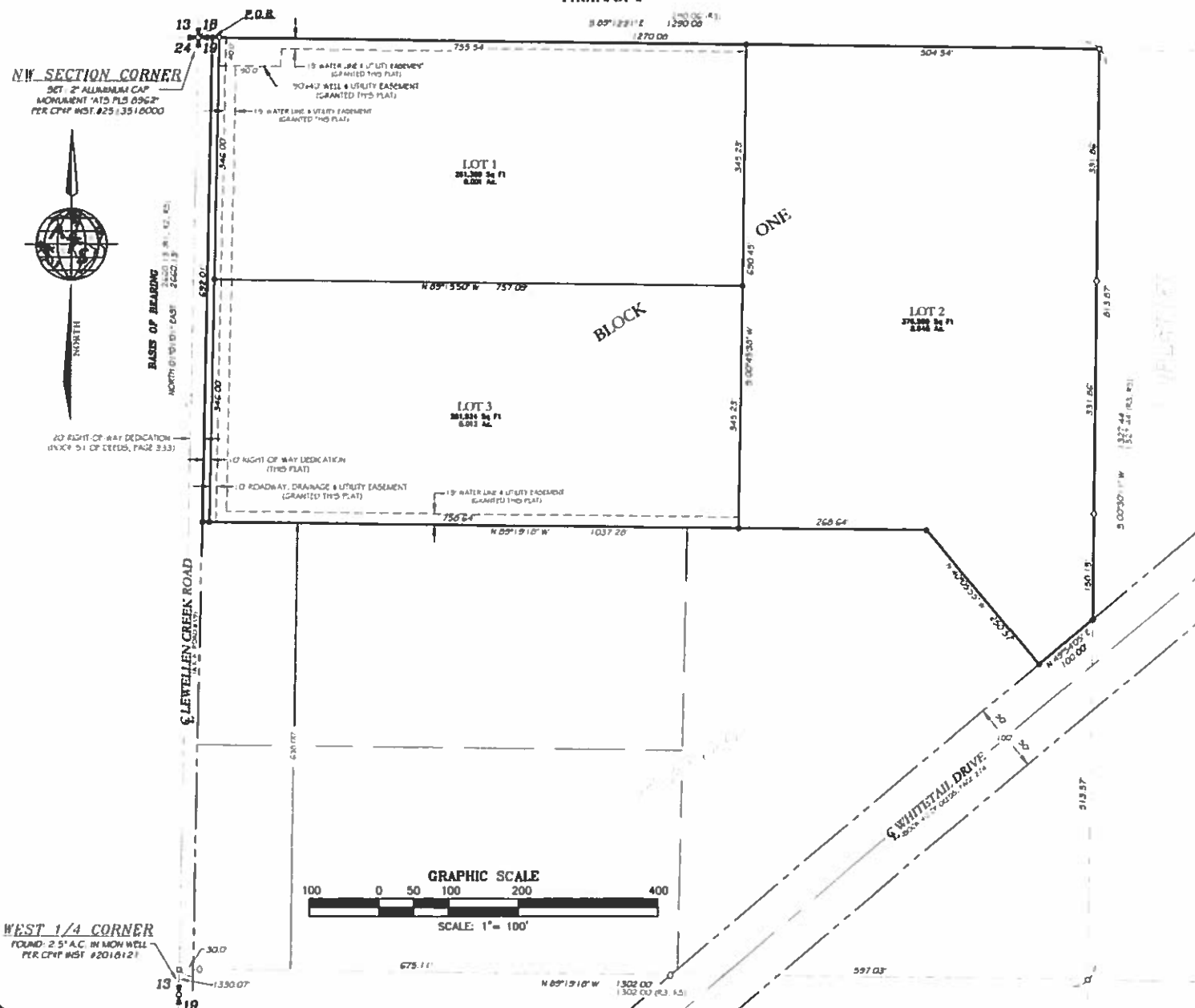
- TaxParcels
- Private Roads
- City Limits
- LegalAreas
- Plat Boundaries
- GCDB_Corners
- Road RW
- Railroad
- GCDB_Lines



PLAT OF LEWELLEN CREEK ESTATES

SITUATED IN A PORTION OF GOVERNMENT LOT 1
SECTION 19, TOWNSHIP 53 NORTH, RANGE 2 WEST OF THE BOISE MERIDIAN,
KOOTENAI COUNTY, IDAHO

PAGE 2 OF 2



REFERENCES

- 1) SURVEY BY JAMES W. STELLINGER, PLS 5078, SEPTEMBER 1993
RECORDED IN BOOK 13 OF SURVEYS AT PAGE 102
- 2) SURVEY BY JAMES W. STELLINGER, PLS 5078, NOVEMBER 1993
RECORDED IN BOOK 14 OF SURVEYS AT PAGE 22
- 3) PLAT OF ELK MEADOWS BY JAMES W. STELLINGER, PLS 5078,
JUNE 1997, RECORDED IN BOOK 17 OF PLATS AT PAGE 499
- 4) PLAT OF WHITETAIL WOODS BY JAMES W. STELLINGER, PLS 5078,
FEBRUARY 2005, RECORDED IN BOOK 17 OF PLATS AT PAGE 14
- 5) SURVEY BY RUSSELL G. MONSIEUR, PLS 5289, JANUARY 2007
RECORDED IN BOOK 24 OF SURVEYS AT PAGE 491

ALL INSTRUMENT NUMBERS, BOOK AND PAGE NUMBERS, PLATS,
SURVEYS, DEEDS, AND OTHER DOCUMENTS REFER TO KOOTENAI
COUNTY RECORDS, UNLESS OTHERWISE INDICATED

NOTES

1. THERE WAS NO ATTEMPT MADE TO SHOW ALL PHYSICAL
FEATURES OF THIS PROPERTY, OR SHOW ANY NON-RECORDED
EASEMENTS. ITEMS SUCH AS BUILDINGS AND FENCES WHICH
MAY BE SHOWN, ARE FOR INFORMATIONAL PURPOSES ONLY
2. ANY RIGHT OF WAY DEDICATION AND/OR THE GRANTING OF
PERPETUAL EASEMENT DEPICTED ON THIS PAGE ARE ENUMERATED
IN THE OWNERS CERTIFICATE, PAGE ONE OF THIS PLAT

BASIS OF BEARINGS

BASIS OF BEARING FOR THIS PLAT IS THE WEST LINE OF THE NORTHEAST
QUARTER OF SAID SECTION 19, TOWNSHIP 53 NORTH, RANGE 2 WEST
THE BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO AND BEARS NORTH
01°10'13" EAST BETWEEN FOUND MONUMENTS AS SHOWN. THIS BEAR
IS THE SAME AS REFERENCED IN "B" HEREIN

LEGEND

- MEASURED
- REFERENCE
- SET 5/8" BY 3/4" REBAR WITH PLASTIC CAP
MARKED ATS PLS 0962"
- FOUND 1/2" REBAR 4 CAP T15 5289"
REPLACED WITH 5/8" REBAR AND CAP
MARKED ATS PLS 0962"
- FOUND 5/8" REBAR 4 CAP T15 5078"
- FOUND 1/2" REBAR 4 CAP T15 5289"
- COMPUTED POINT (NOTHING FOUND OR)
- QUARTER CORNER
- SECTION CORNER

ADVANCED TECHNOLOGY SURVEYING & ENGINEERING
P.O. BOX 3457, HAYDEN IDAHO, 83835
• PH. (208) 772-2745 • FAX (208) 762-7731 •

10/8/15



Advanced Technology Surveying & Engineering

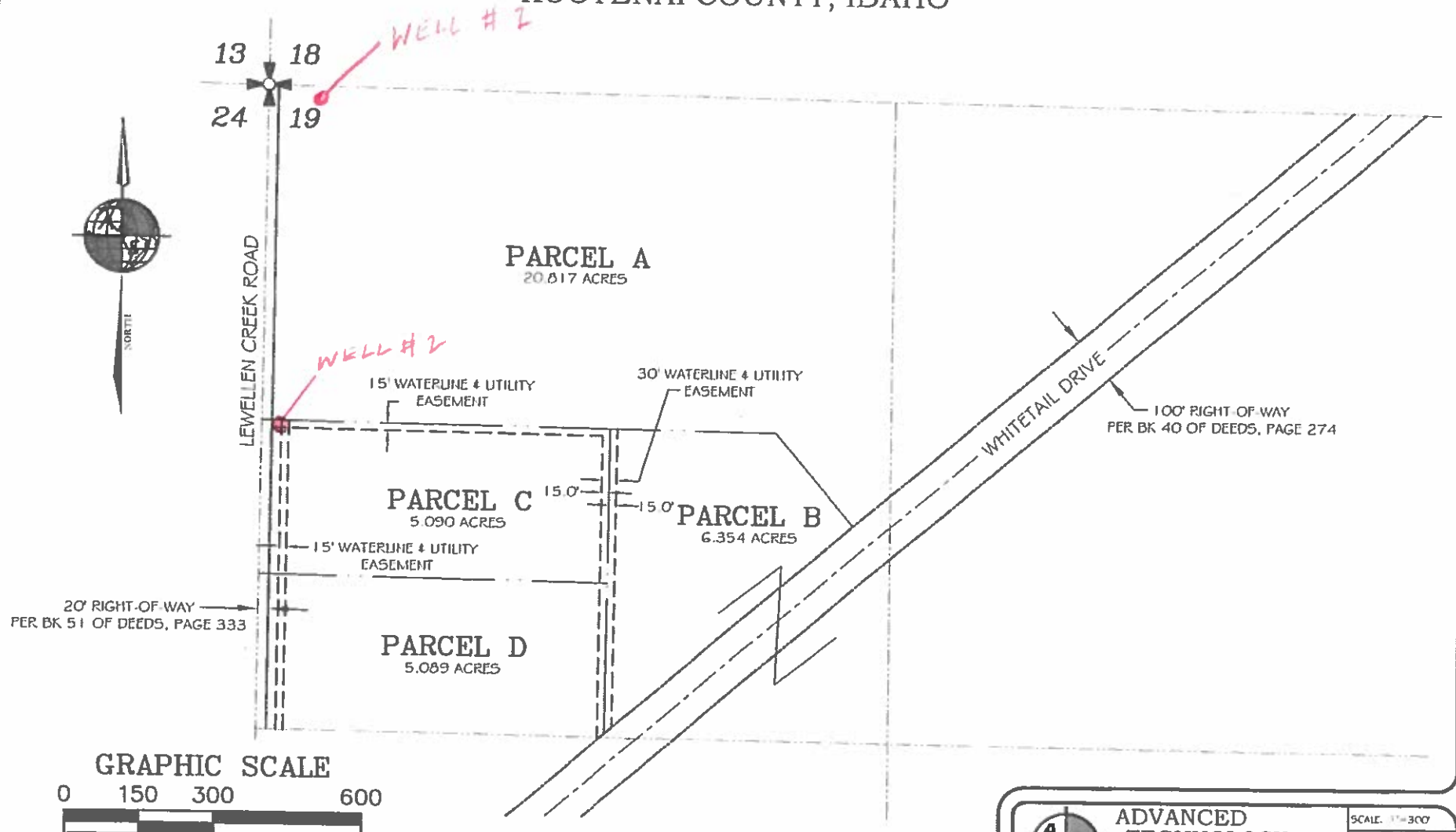
EXHIBIT A
LEGAL DESCRIPTION FOR
WATER LINE & UTILITY EASEMENT

THE WEST 15.0 FEET OF "PARCEL B", THE EAST 15.0 FEET AND THE EAST 15.0 FEET OF THE WEST 35.0 FEET OF "PARCEL C" AND "PARCEL D", AND THE NORTH 15.0 FEET OF "PARCEL C" AS RECORDED IN QUIT CLAIM DEED INSTRUMENT NO. 2503222000 OF KOOTENAI COUNTY RECORDS, BEING A PORTION OF GOVERNMENT LOT 1, SECTION 19, TOWNSHIP 53 NORTH, RANGE 2 WEST OF THE B.M., KOOTENAI COUNTY, IDAHO;



EXHIBIT B

GOVERNMENT LOT 1, SECTION 19, TOWNSHIP 53 NORTH, RANGE 05 WEST, B.M.,
KOOTENAI COUNTY, IDAHO



GRAPHIC SCALE



SCALE: 1" = 300'



ADVANCED
TECHNOLOGY
SURVEYING &
ENGINEERING
INC.

P.O. BOX 3457, HAYDEN IDAHO, 83835
• PH. (208) 772-2745 • FAX (208) 763-7731 •

SCALE: 1"=300'
CHECKED BY: AMB
DATE: 07-23-2016
DRAWN BY: MSA
DATE: 05-20-2015
DWG: HARD COPY
PROJ: 15-045

Kootenai County, Idaho

generated on 8/4/2016 12:38:47 PM CDT

Parcel

Parcel Number	AIN	Situs Address
53N02W193400	306152	28570 N LEWELLEN CREEK RD, ATHOL

Owner Information

Owner Name	BOMAR FAMILY REVOCABLE LIVING TRUST
Owner Address	PO BOX 987 ATHOL ID 83801
Transfer Date	05/13/2016
Document #	
Deed Book/Page	

Location / Description

Tax Authority Group	156000	Current Legal Desc.	N2-S 638 FT-W 715 FT-GOVT LT 1 EX W 20 FT 1953N02W
Situs Address	28570 N LEWELLEN CREEK RD, ATHOL		
Acreage	5.0896		

Parcel Type

Property Class Code	512- Rural residential tract
Neighborhood Code	1203 RURAL S OF HWY 54

Assessment Information

Appraisal Date	07-15- 2016	Current Year	2016	Prior Year	2015
Market Value Land	\$55,065	Homeowners Eligible Amt Land	\$0	Homeowners Eligible Amt Land	\$0
Market Value Improvement	\$0	Homeowners Eligible Amt Imp	\$0	Homeowners Eligible Amt Imp	\$0
Total Market Value	\$55,065	Sum Homeowners Eligible Amt	\$0	Sum Homeowners Eligible Amt	\$0
		Homeowners Exemption Allowed	\$0	Homeowners Exemption Allowed	\$0
Acreage	5.0896	Total Market Value	\$55,065	Total Market Value	\$65,735
		Homeowners Exemption Allowed	\$0	Homeowners Exemption	\$0
		Ag/Timber Exemption	\$0	Ag/Timber Exemption	\$64,373
		Other Exemptions	\$0	Other Exemptions	\$0
		Net Taxable Value	\$55,065	Net Taxable Value	\$1,362

Kootenai County, Idaho

generated on 8/4/2016 12:40:43 PM CDT

Parcel

Parcel Number	AIN	Situs Address
53N02W193300	306151	11683 E WHITETAIL DR, ATHOL

Owner Information

Owner Name	ADICKES DILLON T
Owner Address	11683 E WHITETAIL DR ATHOL ID 83801
Transfer Date	01/01/2016
Document #	
Deed Book/Page	

Location / Description

Tax Authority Group	156000	Current Legal Desc.	TAX#24222 & PTN OF GOVT LT 1 LYING S OF RR RW 1953N02W
Situs Address	11683 E WHITETAIL DR, ATHOL		
Acreage	6.3540		

Parcel Type

Property Class Code	512- Rural residential tract
Neighborhood Code	1203 RURAL S OF HWY 54

Assessment Information

Appraisal Date	07-15- 2016	Current Year	2016	Prior Year	2015
Market Value Land	\$57,677	Homeowners Eligible Amt Land	\$0	Homeowners Eligible Amt Land	\$0
Market Value Improvement	\$0	Homeowners Eligible Amt Imp	\$0	Homeowners Eligible Amt Imp	\$0
Total Market Value	\$57,677	Sum Homeowners Eligible Amt	\$0	Sum Homeowners Eligible Amt	\$0
		Homeowners Exemption Allowed	\$0	Homeowners Exemption Allowed	\$0
Acreage	6.3540	Total Market Value	\$57,677	Total Market Value	\$67,457
		Homeowners Exemption Allowed	\$0	Homeowners Exemption	\$0
		Ag/Timber Exemption	\$0	Ag/Timber Exemption	\$66,034
		Other Exemptions	\$0	Other Exemptions	\$0
		Net Taxable Value	\$57,677	Net Taxable Value	\$1,423

Kootenai County, Idaho

generated on 8/4/2016 12:39:58 PM CDT

Parcel

Parcel Number	AIN	Situs Address
53N02W193500	306153	28464 N LEWELLEN CREEK RD, ATHOL

Owner Information

Owner Name	JOHNSTON GARY J JOHNSTON LYNNETTE E
Owner Address	PO BOX 987 ATHOL ID 83801
Transfer Date	05/03/2016
Document #	
Deed Book/Page	

Location / Description

Tax Authority Group	156000	Current Legal Desc.	S2-S 638 FT-W 715 FT-GOVT LT 1 EX W 20 FT & EX RR RW 1953N02W
Situs Address	28464 N LEWELLEN CREEK RD, ATHOL		
Acreage	5.0887		

Parcel Type

Property Class Code	512- Rural residential tract
Neighborhood Code	1203 RURAL S OF HWY 54

Assessment Information

Appraisal Date	07-15- 2016	Current Year	2016	Prior Year	2015
Market Value Land	\$55,061	Homeowners Eligible Amt Land	\$0	Homeowners Eligible Amt Land	\$0
Market Value Improvement	\$0	Homeowners Eligible Amt Imp	\$0	Homeowners Eligible Amt Imp	\$0
Total Market Value	\$55,061	Sum Homeowners Eligible Amt	\$0	Sum Homeowners Eligible Amt	\$0
		Homeowners Exemption Allowed	\$0	Homeowners Exemption Allowed	\$0
Acreage	5.0887	Total Market Value	\$55,061	Total Market Value	\$62,513
		Homeowners Exemption Allowed	\$0	Homeowners Exemption	\$0
		Ag/Timber Exemption	\$0	Ag/Timber Exemption	\$61,264
		Other Exemptions	\$0	Other Exemptions	\$0
		Net Taxable Value	\$55,061	Net Taxable Value	\$1,249

ORGANIZATIONAL MINUTES
OF
LEWELLEN CREEK WATER ASSOCIATION, INC.

(Action by Unanimous Consent Without Meeting)

We, the undersigned, being all of the directors of LEWELLEN CREEK WATER ASSOCIATION, INC. who would be entitled to vote upon the resolutions hereinafter set forth at a formal meeting of the directors of said corporation held for the purpose of acting upon such resolutions, do hereby consent to the adoption of the following resolutions to the same extent and to have the same force and effect as if adopted at a formal meeting of the directors of said corporation:

RESOLVED, that the organization and incorporation activities of the Incorporators are hereby ratified as the act and deed of the corporation, and that all expenses pursuant thereto be an expense of this corporation. The officers are hereby authorized to pay or reimburse the Incorporators for all incorporation expenses and legal fees incurred by them.

RESOLVED, that the following persons shall be officers of the corporation to serve until the next annual meeting of the board of directors and until the election and qualification of their respective successors (or until removed, with or without cause) by the board of directors:

President: Jeremy Tripp
Secretary: Jessica Tripp
Treasurer: Barry Stearns

RESOLVED, the fiscal year of the corporation shall end on the 31st day of December of each year.

RESOLVED, that Michael R. Chapman be and is hereby appointed the agent for this corporation, in charge of the registered office of the corporation, and that the registered office be located at 402 W. Canfield, Suite 2, Coeur d'Alene, ID 83814.

RESOLVED, that the board of directors having reviewed the proposed Bylaws, the same are hereby adopted and shall be inserted in the minute book of the corporation by the Secretary.

RESOLVED, that the board of directors having reviewed the proposed common stock certificate form, the same is hereby adopted and a copy shall be inserted in the minute book by the Secretary.

RESOLVED, that IDAHO INDEPENDENT BANK (hereinafter called "the bank") be and hereby is designated a depository of the funds of the corporation, and the president and treasurer of the corporation, individually or jointly, are hereby authorized to sign, for and on behalf of the corporation, any and all checks, drafts or other orders with respect to any funds at any time to the credit of the corporation with the bank and/or against any accounts of the corporation maintained at any time with the bank, inclusive of any such checks, drafts or other orders in favor of any of the above-designated officers, and that the bank be and is hereby authorized (a) to pay the same to the debit of any account of the corporation then maintained with it; (b) to receive for deposit to the credit of the corporation, and/or for collection for the account of the corporation, any and all checks, drafts, notes or other instruments for the payment of money, whether or not endorsed by the corporation which may be received by it for such deposit and/or collection, it being understood that each such item shall be deemed to have been unqualifiedly endorsed by the corporation; and (c) to receive, as the act of the corporation, reconciliation of accounts when signed by any one or more of the above-designated officers, or their appointees; and that the bank may rely upon the authority conferred by this entire resolution until the receipt by the bank of a certified copy of a resolution of the board of directors of the corporation revoking or modifying the same.

IN WITNESS WHEREOF, we have hereunto set our hands as Directors of the corporation, and affix the corporate seal effective this _____ day of November, 2015.

Jeremy Tripp

Jessica Tripp

Barry Stearns

NOTICE OF FORMATION OF WATER ASSOCIATION

Notice is hereby given that Articles of Incorporation were filed with the Idaho Secretary of State, and Bylaws have been enacted this ___ day of January, 2016, creating a non-profit water association known as Lion Quiet Water Association, Inc., with the members of the Association consisting of persons or entities who are fee simple owners of the following real property parcels located in Kootenai County, Idaho and more particularly described as follows:

SEE ATTACHED EXHIBITS "A"

Dated this ___ day of January, 2016.

BIG SKY CAPITAL, INC.

Jeremy Tripp
President

State of Idaho)
 :SS
County of KOOTENAI)

On this _____ day of January, 2016, before me, _____, a notary public, personally appeared JEREMY TRIPP, known or identified to me to be President of BIG SKY CAPITAL, INC., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

(SEAL)

Notary Public for Idaho
Residing at: _____
Commission Expires on _____

BYLAWS OF
LEWELLEN CREEK WATER ASSOCIATION, INC.

Kootenai County, Idaho

ARTICLE I—PROPERTY

The real property affected by the formation of this water association is located in Kootenai County, Idaho and more particularly described as follows:

PARCEL

SEE ATTCHED EXHIBITS “A” through “E”

(Hereinafter referred to as the “Subdivision”).

ARTICLE II - NAME

Section 1. Name. The name of this association shall be LEWELLEN CREEK WATER ASSOCIATION, INC., a private non-profit association ("Association" herein). The Association shall conduct its business under the name Lewellen Creek Water Association.

Section 2. Authorization. The Association has filed Articles of Organization with the Idaho State Secretary of State, as a non-profit corporation.

Section 3. Registered Agent. The initial registered address of the Association shall be 402 W. Canfield, Suite 2, Coeur d’Alene, ID 83814. The name of the registered agent shall be Michael R. Chapman. The registered office and agent may be changed from time to time.

ARTICLE III. - PURPOSE

Section 1. The purpose for which the Association is organized is:

A. To build, construct, purchase, acquire, own, hold, operate and maintain water works, systems of water works, water pipes, pipe lines, conduits and other structures and appliances for the purpose of furnishing to its members water for residential, domestic and irrigation use; and for those purposes and to that end and in furtherance of said objectives, but not in limitation of the general scope thereof, to construct, own and use buildings, reservoirs, stand pipes, pipes and pipe lines, water mains, delivery pipes, or either, together with any and all structures and appliances necessary, proper or convenient for said purposes. All new construction shall be completed in accordance with the technical specifications as specified in the most recent plans and specifications or as directed by the engineer in accordance with accepted engineering principles.

B. A water well is currently located on Parcel 1. The primary purpose of this Association is to provide domestic water from that water well to Parcel 1 and the Subdivision, but that shall not prevent the Association from providing irrigation water only when, in the judgment of the Board, it is deemed appropriate. The Board shall at all times have the right to restrict, when necessary in the judgment of the Board, water delivery or water usage to residential purposes only, even to the exclusion of residential irrigation water usage, such as watering lawns, trees, shrubs, etc.

C. To acquire by appropriation under the laws of the State of Idaho, or by purchase, lease or otherwise, water and water rights for the use of its members for residential domestic, residential irrigation or commercial purposes; and to sink wells for the purpose of securing water supply for the use of the members for said purposes; and to take, divert, receive, store, treat, conserve, carry and deliver such water to its members and to charge, take, receive and collect therefor reasonable charges, water rentals, assessments and water rates, and to require and enforce the payment of such charges, rentals and assessments in such manner and under such rules and regulations as it may adopt. Said water rights and other rights and the delivery of such water and the charges made for same or for any and all other purposes of the Association to be on a cooperative basis only and such charges, assessments and collections shall never exceed the actual cost of acquiring and distributing water as aforesaid to the members of the Association except for the creation of reasonable reserves to meet such contingencies or emergencies which may arise with respect to the acquisition and ownership of property for the foregoing purposes and the operation, repair, maintenance and extension of same.

D. To enter into contracts for, and to secure, supervise and regulate, the furnishing and delivery by any person, firm or corporation of water to the members of this association for domestic and irrigation use, and to fix, make and arrange the terms upon which said water shall be so furnished and delivered upon, at and for a water rental or consideration to be fixed between this association and the party performing such service, and to require and enforce the payment by its members of the charges and rentals made and fixed for such service, and to arrange for and permit delivery of such water to the members of the Association through the pipes, mains, pipe lines, delivery pipes, water works and water works system constructed.

E. To acquire by purchase, franchise, gifts or otherwise, rights of way for, real and personal property for, permits for and grants or easements for, such reservoirs, stand pipes, tanks, canals, flumes, aqueducts, pipes and other structures owned and operated by the Association.

F. To carry for and deliver to, or permit or cause to be carried for and delivered to, the members of the Association through the pipes, mains, conduits, water works, or water works system of the Association, and any service pipes, taps, meters, hydrants, faucets, connections to other appliances used in connection therewith, or permitted to be used in connection therewith by its members, the water to which they may be entitled for domestic use or for irrigation purposes, at points along and upon any water pipe, water main, pipe line or service pipe, owned, leased or operated by the Association for said purposes; and to

charge, collect and receive from its members in addition to the regular charges and water rentals herein before provided for, assessments representing construction and maintenance charges for the building, enlarging, extending, improving, maintaining and operating of said pipes, mains, water works, water works systems, or any appurtenances thereof, or of procuring water, or a water supply, for said members, said assessments and maintenance charges to be levied equally and ratably upon all members of the Association who are entitled to receive water from or through its works, plant or system, which said charges and water rentals shall not exceed in the aggregate for any year a sum sufficient to pay any existing indebtedness of the Association and the estimated cost of maintaining the water works system and system of pipes and pipe lines, ditches, canals, wells, reservoirs and other works or plant owned, leased, controlled or operated by the Association and of providing suitable and adequate works and means for carrying, distributing and delivering to said members the ware which they are entitled to receive, together with other necessary incidental expenses of the Association and the accumulation of reasonable reserves for the renewal of its works and to meet extraordinary contingencies; said charges and rentals to be estimated annually by the Board and levied and collected as may be provided in the bylaws. The complete cost of materials and installation of new water mains, fire hydrants and appurtenances required for specific developments, including off-site improvements required, may be collected from the person(s) developing the property.

ARTICLE IV. - MEMBERSHIP

Section 1. Membership. The Association shall have only one class of members. The number of members of the Association shall be limited solely to the number of lots in the Subdivision. Each lot owner in the Subdivision shall be entitled to one (1) membership interest in the Association for every lot owned in the Subdivision.

Section 2. Qualification. The Association shall issue a receipt for a certificate to each member, evidencing membership in the Association and their rights pursuant to Idaho Code § 30-3-1 et seq., and other applicable state laws or ordinances, the bylaws of the Association, and the parliamentary rules adopted by the Association and other rules as established by the membership and/or the Board within their jurisdiction.

ARTICLE V. - OFFICERS

Section 1. The officers of the Association shall be: President, Secretary and Treasurer. The President shall be elected by the Board of Trustees and shall be a member of the Board. The Secretary and Treasurer, or either, may be appointed by the Board from persons not members or trustees of.

Section 2. Duties of the Officers shall be:

A. President shall:

1. Preside at all meetings of the trustees and members of the Association;
2. Sign all instruments in writing which have been approved by the Board and attested by the Secretary. Oversee and approve all contracts. No contract by any officer of the Association shall be valid and binding upon the Association without the previous authorization or subsequent ratification of the Board;
3. Call meetings of the trustees on a regular basis;
4. Have general supervision of the business of the Association, subject to the advice and control of the Board;
5. Perform such other duties as may be prescribed by the Board.

B. Secretary shall:

1. Arrange for the keeping of a full record of all proceedings of the Association, of the Board and all meetings of the members.
2. Arrange for the making of annual reports and statements of all business of the Association showing the exact condition thereof. That report shall be submitted to the members of the Association at their annual meeting, and other such statements shall be submitted at any other time as required by the Board.
3. Arrange for the filing of all federal, state and local business forms in a timely manner.
4. May be required to give bond for the faithful performance of their duties.
5. Perform other secretarial duties as requested by the Board.
6. Perform all duties of the president in his or her absence or disability, all with the approval of the board.

C. Treasurer shall:

1. Arrange for the receiving and safekeeping of all funds of the Association.
2. Arrange for the dispersing of money on behalf of the Association under such rules and in such manner as the Board may direct.
3. May endorse any and all drafts, checks, order or other instruments in writing.
4. Arrange for the annual reporting of all funds received and distributed and submit the report at the annual membership meeting and/or at other such times as may be required by the Board.
5. May be required to give bond in such amount as the Board deems proper, the amount to be fixed by resolution entered in the minutes of the proceedings of said Board.
6. Shall have the funds audited annually.

ARTICLE VI. - BOARD OF TRUSTEES

Section 1. Board of Trustees ("Board" herein) shall have at least three (3) members.

Section 2. Election of Board shall be held at the annual meeting of the Association.

A. No person shall be eligible to election as trustee unless they are a member of the Association. All elections shall be decided by majority vote.

B. Members shall be elected for a term of one year. At each annual election, the trustees shall be elected by the general membership. The trustees shall qualify forthwith after their election, and assume their duties within one week succeeding their election, and shall serve for a period of one year, or until their successors are duly elected or appointed and qualified.

C. In case of vacancy, the Board shall elect a qualified member to fill the vacancy for the remainder of the term of the trustee whose office has been vacated.

D. When any Board member ceases to be a member of the Association, their authority as a trustee shall terminate in 10 days.

Section 3. General power to manage the Association shall be given to the Board between annual membership meetings. The Board shall:

A. Have the general supervision and control over all agents and employees of the Association and power to fix salaries and/or compensation to be paid to all officers and agents of the Association.

B. Have the power to make rules and regulations and establish policy not inconsistent with the laws of the State of Idaho, local laws and regulations, and the bylaws of this association.

C. Have full power and authority to enter into contracts with any person, firm or corporation to furnish and deliver water to the members of this association.

D. Have full power and authority to enter into contracts with any person, firm or corporation to furnish and deliver to the members of this association water for residential domestic and irrigation or commercial use through the works, system and plant of this association and to arrange and agree upon the rate, rental and price at which and the terms and conditions upon which such water shall be furnished to said members and to provide the manner in which the water rentals payable therefore shall be paid and enforced.

E. Cause to be kept a complete record of its meetings and acts, to supervise all of the acts of the officers, agents and employees, require the Secretary and Treasurer to oversee the keeping of full and accurate books or accounts, which are to be kept in accordance with generally accepted procedure.

F. Keep books and papers of the Association, except the books of account and records of business kept by the Treasurer, in the office of the Secretary, and all books and papers of the Association shall, at all times during business hours, be open to inspection by the Board or any member or duly authorized agent or attorney of any member in accordance with Idaho Code § 30-1-131.

G. Cause to be issued in the name of each member of the Association, one (1) certificate for each water service owned by a member.

H. Cause the money, funds and assets of the Association to be safely kept, directing where the same shall be deposited.

ARTICLE VII - MEETINGS

Section 1. Annual Membership Meeting:

A. Meeting. The annual meeting of the members of the Association shall be held on the third Wednesday of March at such place as may be designated by the Secretary with at least ten (10) days written notice to each of the members, at their address as shown by the books of the Association, in advance thereof, for the purpose of electing trustees in accordance with Article VI of said bylaws and for the business of transacting all other business properly to come before the members of the Association.

B. Quorum. The attendance, in person or by proxy, of the majority of the bona fide members of the Association shall be necessary to constitute a quorum to transact business at any membership meeting.

C. Vote. At said annual membership meeting, each member in good standing shall be entitled to cast one (1) vote per lot owned, regardless of the number of individuals holding title to each lot. Parcel 1 shall also be entitled to one (1) vote.

D. Proxy. A member, desiring to be represented by proxy at a membership meeting, shall nominate and appoint their proxy in writing. The Proxy shall be filed with the Secretary of the Board prior to the opening of the meeting. No one shall be allowed to act as proxy for any member unless they are also a member of the Association.

E. Business votes. All questions submitted to the members shall be decided by voice vote, except on demand of a member to take a counted vote. All counted votes shall be recorded in the minutes of the meeting.

Section 2. Special Membership Meetings.

A. Procedure. Special membership meetings may be called at any time by the President when deemed necessary and/or by the request of a signed petition of one-third (1/3) of the members of the Association.

B. Notice. Notice of such special meeting shall be given to each member. Notices shall be mailed to each member, postage pre-paid, at their address as shown by the books of the Association, at least five (5) days before such special meeting. The notice shall state the object for which the special meeting is to be held and all items to be covered at said meeting.

C. Quorum. The quorum for a special meeting shall be the same as for the annual membership meeting, proxy voting shall be allowed.

Section 3. Board of Trustees Meetings.

A. Meetings. The Board shall hold regular meetings at such place and time as shall be designated by the Secretary by notice to each of the trustees in writing five (5) days prior thereto, for the purpose of conducting the business of the Association.

B. Quorum. The quorum of the Board shall be a majority of the active voting members.

C. Special Meetings. Either the President, or in the case of their absence, the Secretary at the direction of the President, may call such meeting of the Board upon three (3) days notice in writing mailed to the other trustees, postage prepaid, addressed to them at their place of residence as shown by the books of the Association.

D. Special Meetings by consent. Meeting of the Board may be held at any time and place and for any purpose by consent of all of the trustees expressed in writing and filed with the Secretary or upon attendance at and participation in any such meeting by all of the trustees.

ARTICLE VIII - CERTIFICATES

Section 1. Certificates. Certificates of this Association shall be of such form and device as the Board may, by resolution, direct. Each certificate shall express on its face its number, the date of issuance, and the name of the person or persons to whom it is issued and address of property to which it is issued. Such certificate is held by the Association in the owner's name, subject to the bylaws of this association. A member may own more than one (1) certificate. The Association shall deliver to such member a receipt evidencing the fact of membership.

Section 2. Transfer of Certificates. Certificates of this association may be transferred by an endorsement on the certificate by the member in whose name with the Association the certificate is registered, their attorney, or by the Association, but no transfers shall be valid against the Association until the certificate has been endorsed and the entry of the transfer has been made on the books of the Association, so as to show the names of the parties by and to whom transferred, the number and designation of the certificates, the date of transfer, and all charges and assessments applicable to each certificate have been fully paid.

Section 3. Fractional Certificates. Certificates for fractional certificates shall not be issued.

Section 4. Liens. The Association shall have a lien upon the certificate of any member for any and all unpaid water rentals owing to the Association, and for any and all unpaid charges or assessments levied for the construction, extension, equipment, maintenance and operation of its plant works. Said certificate shall be liable to said lien and enforcement of the same, whether in the hands of the delinquent member or in the hands of any person purchasing, renting or leasing the property to which certificate pertains from such delinquent member, and the officers of the Association may refuse to cancel any certificate and issue a new certificate therefor, or to transfer

said certificate, until all unpaid water rentals and maintenance charges and assessments have been paid.

ARTICLE IX - WATER RIGHTS

Section 1. Authority. The Board shall have full power and authority to adopt rules and regulations for the use of water through the pipes, mains and system of the Association and through the service pipes and appliances of these members and water users, and to limit hours within which water shall be used through said system for certain and definite purposes.

Section 2. Applications. A member desiring to procure the delivery of water to them through the water pipes, water mains or water works system of the Association shall make application therefore to the Secretary of the Association or his or her designee and agree in form to their rights, duties and obligations as a water user and agree to be bound by all of the provisions of the by-laws of the Association and the rules and regulations theretofore or thereafter adopted by its Board. The right of such member to secure the delivery of water through and by means of pipes, mains and systems of said Association shall be in virtue of their ownership of said certificate, and the right to receive water shall continue to said member, their heirs or assigns, so long as all water rentals and charges and assessments for maintenance are paid; and any person to whom said certificate may be duly transferred upon the books of the Association shall be entitled to said service, so long as said water rentals, charges and assessments are paid when levied and due; provided, however, that any assignee of said certificate shall be required before said certificate is transferred to them upon the books of the Association to sign a similar statement.

Section 3. Connections. The board shall have full power and authority to prescribe rules and regulations under which connections shall be made with the pipes and mains of the Association for service pipes for the use of its members, and all connections of service pipes with the pipes and mains of the Association shall be made under the direction of and to the satisfaction of the Board; and each and every member making connection with the pipes and mains of the Association shall pay all charges and expenses of every kind in furnishing supplies and putting in said service pipes and all connections and cut-offs and connections necessary thereto. There shall be provided with every connection a proper and convenient cut-off outside of the property line of the property service, which cut-off shall be installed at the expense of the member making the connection, but shall belong to and be the property of the Association and under the exclusive control of said Association and any person, firm or corporation furnishing and delivering water through said pipes, mains and system of the Association, and no member shall have any right or authority to interfere with the said cut-off in any manner either to turn the water on or off.

Section 4. Discontinuance of Service.

A. **By a Member.** A member shall be required to give written notice to the Association of his or her intention to discontinue service.

B. **By Lewellen Creek Water Association.**

1. Service may be discontinued by the Association for any of the following reasons:

- a. For the nonpayment of bills. The Association shall require that all bills for service be paid within 30 days after issuance. Upon the expiration of 30 days without payment, the bill may be considered delinquent.
 - b. For the use of water for purposes other than that specified in the application;
 - c. Under flat rate service for increased use of water without approval of the Association.
 - d. For willful waste of water through improper or imperfect piping equipment or otherwise;
 - e. When a member's piping or equipment does not meet the Association's standards or fails to comply with other applicable codes and regulations;
 - f. For tampering with the Association's property;
 - g. Where the premises have been vacated by a member;
 - h. For nonpayment of proper charges including deposits, fees and assessments;
 - i. For refusal to grant access to the premises to the Association or its employees;
 - j. For violation of rules or service agreements;
 - k. For the use of equipment which adversely affects the Association's service to its other customers;
 - l. For fraudulent obtaining or use of service. Whenever a fraudulently obtained or use of service is detected by the Association it may discontinue service without notice provided, however, that if the customer shall make immediate payment for such estimated amount of service as had been fraudulently taken and all costs related from such fraudulent service, the Association shall continue the service subject to the applicable deposit requirements as are set by the Association. If a second offense as to fraudulent obtaining or use of service is detected by the Association it may refuse to reestablish service unless ordered by a court of competent jurisdiction.
2. Except in case of danger to life or property fraudulent use, impairment of service, or violation of law, the Association shall not discontinue service unless the following conditions are met:
- a. Except in case of danger to life or property no disconnection shall be accomplished on Saturdays, Sundays, legal holidays or on any day on which the Association cannot re-establish service upon the same or following day. Nor shall

disconnections or reestablishment of connections be made other than during ordinary business hours.

b. When an Association employee is dispatched to disconnect service, that person shall be required to accept payment of a delinquent account at the service address if tendered in cash, but shall not be required to dispense change for cash tendered in excess of the amount due and owing. Any excess payment shall be credited to the member's account. The Association shall be permitted to assess a reasonable fee as established by the Board of Directors of the Association for the disconnection visit to the service address. Notice of the amount of such fee, if any, shall be provided within the notice of disconnection.

c. For services provided through a master meter or where the Association has reasonable grounds to believe service is to other than a customer of record, the Association shall undertake all reasonable efforts to inform the occupants of the service address of the impending disconnection. Upon the request of one or more service users for services to other than the subscriber of record, a minimum period of five (5) days shall be allowed to permit the service users to arrange for continued service.

3. Service shall be restored to any member when the causes of discontinuance have been removed and when payment of all proper charges due from the member, including any proper deposits, disconnect or reconnection fees have been made as provided by the By-Laws or Resolution of the Board of Directors of the Association.

Section 5. Refusal of Service. The Association may refuse to connect a member for service or may refuse to render additional service to a member when such service will adversely affect service being rendered to other members or when the member has not complied with state, county or municipal codes or regulations concerning the rendition of such service.

1. The Association may refuse to serve an applicant or member if, in its judgment said applicants or members installation of piping or equipment is hazardous or of such character that satisfactory service cannot be provided.
2. The installation of proper protective devices on a member's premises may be required whenever the Association deems such installation necessary to protect its property or that of its other members.
3. The Association shall not be required to connect with, or render service to a member, unless and until it can secure all necessary rights-of-way, easements and permits.
4. The Association may not be required to provide service if to do so would not be economically feasible

ARTICLE X - FINANCIAL OBLIGATIONS

Section 1. Profit/Assets. The Business of this Association shall be conducted strictly upon the cooperative basis and no service shall be rendered to or for any person, firm or corporation other than members of this Association and there shall be no profit earned by the Association nor any dividends declared from any accumulations in its treasury nor any dividends of assets of the Association among the members thereof at any time except upon the dissolution and liquidation of the Association.

Section 2. Dissolution. In the event the Association is dissolved or liquidated, then the Association shall value equally, all of the outstanding certificates for water usage and each member shall be entitled to receive the value of his or her certificates multiplied by the number of certificates that he or she owns.

Section 3. Annual Statement. The Board or their designee shall annually prepare and file with the Secretary on or before the regular monthly meeting of the board in February of each year, a statement showing the indebtedness of the Association, together with an estimate of the cost of maintaining, repairing and extending the works and plant of the Association and of delivering to the members the water to which they are entitled, together with an estimate of the amount of money required to meet other incidental expenses of the Association for the ensuing year, and together with an estimated sum which they deem proper to provide so as to meet possible extraordinary contingencies.

Section 4. Assessments. At a regular meeting, the Board shall levy a charge or assessment against the issued and currently outstanding certificates of the Association held by its members and registered with the Secretary so as to entitle the holder thereof to the delivery of water from the water system of the Association, equally and ratably, which assessments in the aggregate, shall equal the total amount of the estimate provided for in Section 3 of the Article.

Section 5. Rental/metered fees. In addition to the charges and assessments herein before provided for the maintenance, operation and extension of the system and plant of the Association, including incidental charges and to meet extraordinary contingencies, the Board shall have full power and authority, and it shall be the duty, by the regular monthly meeting of the board in February of each year, if said Association shall own or control the water supply, or water rights representing the water to be used by its members, to fix the regular water rental to be charged and paid by the members for water actually delivered to and used by them through the plant of said Association, payable on or before thirty (30) days after billing for the water used during the preceding month; or may be on a metered basis, or any other reasonable basis determined by the Board. In the event said water shall be furnished by any other person, firm or corporation through and in virtue of an arrangement and contract with this association, the Board shall have full power and authority to agree with the parties so furnishing said water upon water rental to be charged and paid by said members, either upon a flat monthly rate or upon meter basis, or such other reasonable basis as said Board may deem proper.

Section 6. Notification. The Secretary shall on or before the 2nd Monday of January of each year mail to each member a notice stating the charges and assessments levied upon the registered certificate of such member for the current assessment year, said notice to be mailed to the member at their last known address as shown by the books of the Association.

Section 7. Delinquency. The enforcement of water rentals and charges and assessments as herein before provided shall not be deemed exclusive of other methods of enforcement. The Association may recover such delinquent water rentals, charges or assessments by action at law against any delinquent member.

Section 8. Interest. Said charges and assessments levied as here before provided shall be payable on or before the 1st day of March succeeding their levy, and any charge of assessment not paid on or before said first day of March shall be delinquent and shall bear interest from the first day of March until paid at the highest legal rate of interest per annum, then prevailing.

ARTICLE XI - INDEMNITY

Section 1. Lewellen Creek Water Association shall indemnify any past or present member of the Board of Trustees of Lewellen Creek Water Association, and any past or present general manager of Lewellen Creek Water Association, insofar as it shall not be determined to be contrary to the public policy of the State of Idaho, and to the extent that each of said trustees and general managers is not otherwise fully covered and defended by one or more liability insurers of Lewellen Creek Water Association.

Section 2. The said indemnity shall be for expenses and costs, including attorney fees, actually and necessarily incurred in connection with the defense or settlement of any pending or threatened action, suit or proceeding to which a trustee or general manager may be made a party by reason of their being or having been such official, except in relation to matters as to which he or she shall be finally adjudged to be liable of willful misconduct amounting to bad faith, or fraud.

Section 3. Such indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled under the Articles of Association, or under any policy of insurance of the Board of Trustees of Lewellen Creek Water Association, or otherwise.

ARTICLE XII - AMENDMENT

Section 1. The bylaws of the Association shall be amended at any annual meeting of the members of the Association or at any special meeting called for that purpose providing previous written notice has been given thirty (30) days prior to the vote to all members of the Association at the address currently on the books of the Association. A two-thirds (2/3) approval vote by members present or by proxy shall be required for adoption.

DATED this __ day of November, 2015.

Jeremy Tripp, Initial Director

Jessica Tripp, Initial Director

Barry Stearns, Initial Director

Ball, Dianne

From: Ball, Dianne
Sent: Thursday, September 29, 2016 11:22 AM
To: 'Fredericks, Holly'
Cc: Frederick, Adam; Maxey, Shaun; Case, Morgan
Subject: Application for Permit No. 95-17202, 95-17204, 95-17207, 95-17211
Attachments: LegalNotice 09-29-16 CDA e-mail 95-17202, 17204, 17207, 17211.doc

Good morning, Holly,

Please publish the enclosed legal notice in the Coeur d'Alene Press on the dates indicated, October 6 and 13, (once a week for two consecutive weekly issues). If you can't publish the notice on the proposed dates, please contact us immediately.

This should be very close to press ready – for 2-column, 8pt, Century Old Style font. Hopefully it will be close enough to just copy and paste, with very little extra work required.

Please note the area(s) under **USE** containing dates and water amounts that are offset and lined up. Our legal should appear in this format.

Please also send a proof/preview copy for my review before this actually goes to press.

If you have any questions, please contact me as early as possible.

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 10/24/2016. Your cooperation is appreciated.

Holly, it's a real pleasure working with you. Thanks very much for all your help.

(I'm trying real hard to keep you busy 😊)

Dianne Ball

Administrative Assistant

Idaho Department of Water Resources

7600 N Mineral Dr., Ste. 100

Coeur d'Alene, ID 83815

208-762-2800 Fax 208-762-2819

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

95-17202

TRAVIS AND KIMBERLI ROTH REVOCABLE TRUST
20969 N COCHRAN LN
RATHDRUM, ID 83858
Point of Diversion SESW S8 T52N R04W KOOTENAI County
Source TWIN LAKES tributary RATHDRUM CREEK
Use: DOMESTIC 01/01 to 12/31 0.04 CFS
Total Diversion: 0.04 CFS
Date Filed: 9/8/2016
Place of Use: DOMESTIC T52N R04W S8 SESW L4(SWSE)
Domestic use is for 1 home

95-17204

LEWELLEN CREEK WATER ASSN INC
10063 NAVION DR
HAYDEN, ID 83835
Points of Diversion(2) L1(NWNW) S19 T52N R02W KOOTENAI County
Source GROUND WATER
Use: DOMESTIC 01/01 to 12/31 0.12 CFS
Total Diversion: 0.12 CFS
Date Filed: 9/7/2016
Place of Use: DOMESTIC T52N R02W S19 L1(NWNW)
Domestic use is for 6 homes with up to 1/2 acre irrigation for each

95-17207

PATRICK LEONARD MALLOY
PO BOX 3592
POST FALLS, ID 83877
Point of Diversion SENW S20 T51N R04W KOOTENAI County
Source GROUND WATER
Use: IRRIGATION 03/15 to 11/15 0.18 CFS
Use: STOCKWATER 01/01 to 12/31 0.02 CFS
Total Diversion: 0.2 CFS
Date Filed: 9/15/2016
Place of Use: IRRIGATION T51N R04W S20 SENW
Place of Use: STOCKWATER T51N R04W S20 SENW
Total Acres: 9
Stockwater use is for 30 head of mixed stock.

95-17211

KEN SMITH
DEBRA SMITH
15170 S BULL RUN RD
CATALDO, ID 83810
Point of Diversion NESW S3 T49N R04W KOOTENAI County
Source GROUND WATER
Use: AESTHETIC Storage 01/01 to 12/31 3.4 AF
Use: DIVERSION to Storage 01/01 to 12/31 0.2 CFS
Use: DOMESTIC 01/01 to 12/31 0.06 CFS
Use: FIRE Protection 01/01 to 12/31 0.38 CFS
Use: FIRE Protection Storage 01/01 to 12/31 3.4 AF
Use: IRRIGATION 03/15 to 11/15 0.12 CFS
Use: RECREATION Storage 01/01 to 12/31 3.4 AF
Use: STOCKWATER 01/01 to 12/31 0.02 CFS
Total Diversion: 0.38 CFS
Date Filed: 9/22/2016
Place of Use: DOMESTIC T49N R04W S3 NESW
Place of Use: ALL OTHER USES - SAME AS DOMESTIC
Total Acres: 6
Domestic use is for 2 homes.
Stockwater use is for 10 head of mixed stock.
Recreation storage is for fish in pond.
Permits will be subject to all prior water rights. For additional information concerning the property location, contact Northern Region office at (208) 762-2800; or for a full description of the right(s), please see:

<http://www.idwr.idaho.gov/apps/ExtSearch/WRAApplicationResults/>



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region, 7600 Mineral Drive. Suite 100, Coeur d'Alene, Idaho 83815

Phone: (208) 762-2800 FAX: (208) 762-2819 www.idwr.idaho.gov

September 29, 2016

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

LEWELLEN CREEK WATER ASSN INC
10063 NAVION DR
HAYDEN, ID 83835

Application For Permit No. 95-17204

Dear Applicant(s):

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

A legal notice of the application has been prepared and is scheduled for publication in the COEUR D ALENE PRESS on 10/6/2016 and 10/13/2016. 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,

Adam Frederick

Adam Frederick
Senior Water Resource Agent

CC: MIKE CURRY
10063 NAVION DR
HAYDEN, ID 83835

Frederick, Adam

From: Frederick, Adam
Sent: Wednesday, September 07, 2016 12:38 PM
To: Marston, Sascha; Sutcliffe, Lorna
Subject: Modify Receipt N032106

Application was received on 8/9/2016 that was incomplete but was received with \$250.00 and given receipt N032106. After working with me a new complete application was received today with \$100.00 application fee. Can we modify receipt N032106 to show upgrades for two wells. Wells are D0069419 and D0069867.

Adam Frederick
Senior Water Resource Agent
Idaho Department of Water Resources
Northern Regional Office
Phone 208-762-2800

IDAHO DEPARTMENT OF WATER RESOURCES

WELL DRILLER'S REPORT

WELL # 2

1. WELL TAG NO. D-008418-000109419
Drilling Permit No. 876218
Water right or injection well # _____

2. OWNER
Name Timbered Ridge Custom Homes
Address 10063 Navion Drive
City Hayden State Id Zip 83835

3. WELL LOCATION:
Twp. 53 North ☒ or South ☐ Rge. 02 East ☐ or West ☒
Sec. 19 1/4 NW 1/4 NW 1/4
Gov't Lot _____ County Kootenai
Lat. 47° 55:983 (Deg. and Decimal minutes)
Long. 116° 38:015 (Deg. and Decimal minutes)
Address of Well Site Lewellen Creek Road Just South of 28904
City Athol

Lot _____ Blk. _____ Sub. Name _____

4. USE:
☒ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation ☐ Thermal ☐ Injection
☐ Other _____

5. TYPE OF WORK check all that apply (Replacement etc.)
☒ New Well ☐ Replacement well ☐ Modify existing well
☐ Abandonment ☐ Other _____

6. DRILL METHOD:
☒ Air Rotary ☐ Mud Rotary ☐ Cable ☐ Other _____

7. SEALING PROCEDURES

Seal material	From (ft)	To (ft)	Quantity (lbs or ft³)	Placement method/procedure
Bentonite	0	45	1300lbs	Dry pour
grout	260	268	1ft³	Grout Float

8. CASING/LINER:

Diameter (nominal)	From (ft)	To (ft)	Gauge/Schedule	Material	Casing	Liner	Threaded	Welded
6	3	268	.250	Steel	☒	☐	☐	☒
4	20	1k	200	PVC	☐	☒	☐	☐

Was drive shoe used? ☐ Y ☐ N Shoe Depth(s) _____

9. PERFORATIONS/SCREENS:
Perforations ☒ Y ☐ N Method Drill
Manufactured screen ☐ Y ☒ N Type _____
Method of installation _____

From (ft)	To (ft)	Stol size	Number/ft	Diameter (nominal)	Material	Gauge or Schedule
940	1000	3/8md	180	4	PVC	200

Length of Headpipe _____ Length of Tailpipe _____
Packer ☐ Y ☒ N Type _____

10. FILTER PACK:

Filter Material	From (ft)	To (ft)	Quantity (lbs or ft³)	Placement method

11. FLOWING ARTESIAN:
Flowing Artesian? ☐ Y ☒ N Artesian Pressure (PSIG) _____
Describe control device Steel Cap Welded

12. STATIC WATER LEVEL and WELL TESTS:
Depth first water encountered (ft) _____ Static water level (ft) 285
Water temp. (°F) _____ Bottom hole temp. (°F) _____
Describe access port 1 inch Plug

Well test:

Drawdown (feet)	Discharge or yield (gpm)	Test duration (minutes)	Pump	Bailer	Air	Flowing artesian
N/A	4	4hrs	☐	☐	☒	☐

Water Quality test or comments: Clear, cold, no smell

13. LITHOLOGIC LOG and/or repairs or abandonment:

Bore Dia. (in)	From (ft)	To (ft)	Remarks, lithology or description of repairs or abandonment, water temp.	Water Y	N
12	0	40	Sand and gravels with cobbles		X
8	40	260	Sand and gravels coarse		X
8	260	263	Granite black, white, tan soft		X
8	263	268	Granite black, white, tan firm		X
6	268	290	Granite black, white, tan med		X
6	290	293	Granite black, white, tan soft	X	
6	293	605	Granite black, white, tan med		X
6	605	615	Granite black, white, tan soft	X	
6	615	742	Granite black, white, tan hard		X
6	742	787	Granite black, white, tan soft	X	
6	787	1000	Granite black, white, tan hard		X

RECEIVED
AUG 17 2015
IDWR / NORTH

Completed Depth (Measurable) 1000
Date: Started 8-12-2015 Completed 8-16-2015

14. DRILLER'S CERTIFICATION
I/We certify that all minimum well construction standards were complied with at the time the rig was removed.
Company Name United Crown Pump & Drilling Co. No. 636
Principal Driller Jason C. Beckham Date 8-17-2015
Driller _____ Date 8-17-2015
Operator II _____ Date _____
Operator I _____ Date _____
* Signature of Principal Driller and rig operator are required.

WELL # 2

Form 238-7
6/07IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

1. WELL TAG NO. D 0069867

Drilling Permit No. _____

Water right or injection well # _____

2. OWNER

Name Big Sky CapitalAddress 10063 Navion DriveCity Hayden State Id Zip 83835

3. WELL LOCATION:

Twp. 53 North ☒ or South ☐ Rge. 02 East ☐ or West ☒Sec. 19 1/4 NW 1/4 NW 1/4

10 acres 40 acres 160 acres

Gov't Lot _____ County KootenaiLat. 47° 55:868 (Deg. and Decimal minutes)Long. 116° 38:026 (Deg. and Decimal minutes)Address of Well Site Lewellen Creek Road across from 28573City Athol

(Give at least one of road or distance to Road or Landmark)

Lot _____ Blk. _____ Sub. Name _____

4. USE:

☒ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation ☐ Thermal ☐ Injection
☐ Other _____

5. TYPE OF WORK check all that apply (Replacement etc.)

☒ New Well ☐ Replacement well ☐ Modify existing well☐ Abandonment ☐ Other _____

6. DRILL METHOD:

☒ Air Rotary ☐ Mud Rotary ☐ Cable ☐ Other _____

7. SEALING PROCEDURES

Seal material	From (ft)	To (ft)	Quantity (lbs or ft³)	Placement method/procedure
Bentonite	0	45	1400lbs	Dry pour
grout	255	260	1ft3	Grout Float

8. CASING/LINER:

Diameter (nominal)	From (ft)	To (ft)	Gauge/Schedule	Material	Casing	Liner	Threaded	Welded
6	3	260	.250	Steel	☒	☐	☐	☒
4	20	500	200	PVC	☐	☒	☐	☐

Was drive shoe used? ☐ Y ☐ N Shoe Depth(s) _____

9. PERFORATIONS/SCREENS:

Perforations ☒ Y ☐ N Method DrillManufactured screen ☐ Y ☒ N Type _____

Method of installation _____

From (ft)	To (ft)	Slot size	Number/ft	Diameter (nominal)	Material	Gauge or Schedule
460	500	3/8rnd	180	4	PVC	200

Length of Headpipe _____ Length of Tailpipe _____

Packer ☐ Y ☒ N Type _____

10. FILTER PACK:

Filter Material	From (ft)	To (ft)	Quantity (lbs or ft³)	Placement method
-----------------	-----------	---------	-----------------------	------------------

11. FLOWING ARTESIAN:

Flowing Artesian? ☐ Y ☒ N Artesian Pressure (PSIG) _____Describe control device Steel Cap Welded

12. STATIC WATER LEVEL and WELL TESTS:

Depth first water encountered (ft) _____ Static water level (ft) 250

Water temp. (°F) _____ Bottom hole temp. (°F) _____

Describe access port 1 inch Plug

Well test:

Test method:

Drawdown (feet)	Discharge or yield (gpm)	Test duration (minutes)	Pump	Bailer	Air	Flowing artesian
N/A	20	4hrs	☐	☐	☒	☐

Water Quality test or comments: Clear, cold, no smell

13. LITHOLOGIC LOG and/or repairs or abandonment:

Bore Dia. (in)	From (ft)	To (ft)	Remarks, lithology or description of repairs or abandonment, water temp.	Water	
				Y	N
12	0	40	Sand and gravels with cobbles		x
8	40	210	Sand and gravels coarse		x
8	210	225	Boulder		x
8	225	238	Sand and gravel coarse		x
8	238	260	Granite black, white, tan med		x
6	290	300	Granite black, white, tan med		x
6	300	325	Granite black, white, green med	x	x
6	325	420	Granite black, white, tan med	x	
6	420	435	Granite black, white, green med	x	
6	435	500	Granite black, white, tan med	x	

UNITED CROWN

PUMP & DRILLING

3125 W Hayden Ave. Hayden ID 83835
Office (800) 682-9641 (208) 772-7867

Completed Depth (Measurable)

500

Date: Started 1/12/2016Completed 1/25/2016

14. DRILLER'S CERTIFICATION

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name United Crown Pump & Drilling Co. No. 636Principal Driller Jason C Beckham Date 01/26/2016Driller [Signature] Date 01/26/2016

Operator II _____ Date _____

Operator I _____ Date _____

* Signature of Principal Driller and rig operator are required.