

80975

Ident. No. 95-17172

RECEIVED

JUN 01 2016

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

IDWR / NORTH

1. Name of applicant(s) HIGH PRAIRIE WATER ASSOC. INC Phone 208-772-9646
Name connector (check one): ☐ and ☐ or ☐ and/or
Mailing address 10063 NAVION DR. City HAYDEN
State ID Zip 83835 Email MIKE@THECDAGROUP.COM
2. Source of water supply GROUND which is a tributary of N/A
3. Location of point(s) of diversion:

TWP	RGE	SEC	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
51N	06W	24			SW	SE	KOOTENAI		0053835

4. Water will be used for the following purposes: DOMESTIC @ 6-6-2016
Amount .15 24 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)
5. Total quantity to be appropriated is (a) _____ cubic feet per second (cfs) and/or (b) _____ acre feet per year (af).
6. Proposed diverting works:
- a. Describe type and size of devices used to divert water from the source. EXTG 6" WELL/3HP PUMP/20 GPM/POWER SUPPLY/CONTROL PANELS/DISTRIBUTION PIPE/SERVICES/TANKS ETC
- 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 OR reservoirs with a total 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? 11/11/2007; drilling firm AQUA DRILLING; well was drilled for (well owner) SHEILA LAUER; Drilling Permit No. 849909.
7. Description of proposed uses (if irrigation only, go to item 8):
- a. Hydropower; show total feet of head and proposed capacity in kW. _____
- b. Stockwatering; list number and kind of livestock. _____
- c. Municipal; complete and attach the Municipal Water Right Application Checklist.
- d. Domestic; show number of households 9
- e. Other; describe fully. DOMESTIC FOR 9 HOMES w IRRIGATION of UP TO .5 AC PER HOME

8. Description of place of use:

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- b. 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	
51N	06W	24																	

Total number of acres to be irrigated: _____

9. 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?

10. a. Who owns the property at the point of diversion? REX BREYER
- b. Who owns the land to be irrigated or place of use? BIG SKY CAPITAL
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: SEE ATTACHED AGREEMENTS AND EASEMENTS

11. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary.

SEE NARRATIVE, ADDITIONALLY THIS WATER RIGHT WILL SUPPLY DOMESTIC WATER USE FOR 8 RESIDENCES. RESIDENCE LOTS ARE MINIMUM 5AC. UP TO 11 ACRES

12. Time required for completion of works and application of water to proposed beneficial use is 5 years (minimum 1 year).

13. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map clearly identifying the proposed point of diversion, place of use, section #, township & range. A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.

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

MIKE CURRY

Print Name (and title, if applicable)

Signature of Applicant

Print Name (and title, if applicable)

For Department Use:

Received by _____ Date _____ Time _____ Preliminary check by _____
 Fee \$ 250.00 Received by NLS Receipt No. N031945 Date 6-1-16

Not 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: HIGH PRAIRIE WATER ASSOC. INC.

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
NONE				

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.

Not Applicable

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).

IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT1. WELL TAG NO. D 0053835DRILLING PERMIT NO. 849909

Water Right or Injection Well No. _____

ENTERED

2. OWNER:

Name Sheila LeuerAddress 4574 High Prairie RdCity Post Falls State ID Zip 83854

3. LOCATION OF WELL by legal description:

You must provide address or Lot, Blk, Sub. or Directions to well.

Twp. 51 North ☒ or South ☐Rge. 6 East ☐ or West ☒Sec. 24 1/4 SW 1/4 SE 1/4Gov't Lot _____ County Kootenai

Lat: _____ Long: _____

Address of Well Site same as AboveTop of Hill _____ City Hauser area

Lt. _____ Blk. _____ Sub Name _____

4. USE:

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

5. TYPE OF WORK check all that apply

(Replacement etc.)

☒ New Well ☐ Modify ☐ Abandonment ☐ Other _____

6. DRILL METHOD:

☒ Air Rotary ☐ Cable ☐ Mud Rotary ☐ Other _____

7. SEALING PROCEDURES

Seal Material	From	To	Weight / Volume	Seal Placement Method
Casing seal Bentonite	0	18'	450#	overbore

Was drive shoe used? ☒ Y ☐ N Shoe Depth(s) 57'Was drive shoe seal tested? ☒ Y ☐ N How? Air Pressure

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
6"	+1	57'	.250	Steel	☒	☐	☒	☐
4"	-4 1/2	238'	.220	PVC	☐	☒	☐	☒

Length of Headpipe _____ Length of Tailpipe _____

Packer ☐ Y ☐ N Type _____

9. PERFORATIONS/SCREENS PACKER TYPE

Perforation Method saw cut (PVC only)Screen Type & Method of Installation N/A

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
-187	238	6"x4"	90	4"	PVC	☐	☒

10. FILTER PACK N/A

Filter Material	From	To	Weight / Volume	Placement Method

11. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

56 ft below ground Artesian pressure _____ lb

Depth flow encountered _____ ft Describe access port or control devices: _____

Bolted well capSIN 6W 24

Office Use Only

Well ID No. _____

Inspected by _____

Twp _____ Rge _____ Sec _____

1/4 _____ 1/4 _____ 1/4 _____

Lat _____ Long _____

12. WELL TESTS:

☐ Pump☐ Bailor☒ Air☐ Flowing Artesian

Yield/gpm	Drawdown	Pumping Level	Time
42 1/2 GPM			

Water Temp ColdBottom hole temp ColdWater Quality test or comments: looks Good + ClearDepth first Water Encounter 155

13. LITHOLOGIC LOG: (Describe repairs or abandonment)

Water

Scm Dia	From	To	Remarks: Lithology, Water Quality & Temperature	Y	N
8"	0	34	Sand + Gravel		
"	34	38	Decomposed Granite		
"	38	57	Granite		
6"	57	155	Granite		☒
"	155	198	Granite 20 GPM	☒	
"	198	218	Granite 20 GPM	☒	
"	218	238	Granite 2 1/2 GPM	☒	

RECEIVED

JUL 11 2007
IDWR/NorthAQUA DRILLING
& EXPLORATION INC.

PO BOX 2850

HAYDEN, ID 83835-2850

Completed Depth 238' (Measurable)
Date Started 11-8-07 Completed 11-11-07

14. DRILLER'S CERTIFICATION

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

Company Name AQUA DRILLING & EXPLORATION INC. Firm No 163Principal Driller Scott M. Brown Date 11-11-07and Operator I Scott M. Brown Date _____

Operator I _____ Date _____

Principal Driller and Rig Operator Required.
Operator I must have signature of Driller/Operator II

FORWARD WHITE COPY TO WATER RESOURCES



Legend

- ESPA
- GCDB Township/Range
- GCDB Section
- GCDB Quarter-Quarter
- Counties

0 500 1,000 2,000 3,000 4,000 Feet



**WATER SYSTEM NARRATIVE
HIGH PRAIRIE ESTATES SUBDIVISION
IDWR WATER RIGHTS APPLICATION
KOOTENAI COUNTY, IDAHO**

GENERAL INFORMATION

In support of the Idaho Department of Water Resources Water Rights Application, this report provides the proposed water system description for the High Prairie Estates Subdivision. Specifically, the well, water distribution, service connections and appurtenances are addressed.

SITE

The High Prairie Estates Subdivision is an eight lot subdivision located in the Southeast ¼ of Section 24, Township 51 North, Range 6 West, Boise Meridian of Kootenai County, Idaho. The proposed use is residential. Lot sizes range from 5.01 to 10.63 acres.

EXISTING WELL

Water is to be supplied by an existing 6-inch well owned by the High Prairie Water Association Inc. The well is located within an easement located south and east of the property. Minimum linear distances between the well and features of concern as required by IDAPA 73.03.09 and IDAPA 58.01.03 are met.

The well is located above the Spokane Rathdrum Prairie Aquifer and is constructed to Well Construction Standards Rules for domestic use above the Spokane Rathdrum Prairie Aquifer. Attachment A provides the Well Drillers Log; and, Attachment B provides the well's site location and easement in which is located.

DESIGN BASIS

Water Consumption and Demand. Nine residential hook-ups are proposed. Eight created by the subdivision and one existing house located immediately adjacent to the existing well. For the system, the estimated Average Daily Demand, Maximum Daily Demand, and Peak Hour Demand are 9,900 gallons per day (gpd), 14,850 gpd and 49 gallons per minute (gpm). Fire flow is not required and not addressed. Water system calculations are provided in Attachment C.

These values determine the minimum water use requirements. Water Right Application will be required to meet these minimum requirements.

Supply and Water Sustainability. As provided in Attachment D, previous study of the existing well's sustainability determined the following.

- Aquifer testing and analysis using analytical methods for fracture flow resulted in a transmissivity of 58.7 ft²/day and a storativity of 3×10^{-5} .
- Recorded and recent pump testing of the drinking water well indicated that the well can sustain a flow of 13 to 50 gpm for 24 hours. This rate is greater than the minimum discharge of 6.1 gpm that would be needed to supply 8 residences at an equivalent of 1,100 gpd per connection of drinking and irrigation water.
- Long-term drawdown projection, using the 6.1 gpm discharge rate, resulted in 37 feet of drawdown. Based on the available drawdown in the pumping well, the projected drawdown is less than the available drawdown.

To assist in balancing well pumping and recovery, the proposed well will supply water to individual 3,000 gallon concrete tanks located at each property. Homeowners will install submersible pumps within the tanks to meet individual lot demands. Water levels in the tanks will be float and valve controlled. Tank re-fill rates will be limited to assure over pumping of the well does not occur. Re-fill rate will range from 17 gpm to 25 gpm depending on elevation.

Pressure Zone(s). Although elevation across the larger area of projected growth varies, one pressure zone is defined. Based on static system analysis, the design domestic operational range for the distribution system at the well is 325 to 480 feet of head. Curb pressure at mid system will be approximately 50 pounds per square inch (psi). Minor variations within this range are anticipated depending on distance and elevation from the pump.

Distribution. To accommodate potential future system tie-in to the Hauser Lake Water District, 6 inch C-900 water mains are proposed with 3/4 inch service lines are provided. The system is non-looping. At pipe termini, blow off valves are provided. Combination air vacuum release valves are provided at high points in the pipe mains.

Boosting and Pump House. The system is pressurized by one 6" (or 4") submersible, 3 (or 5) horsepower, 20 gpm pump. Power supply, control panels, diaphragm tank, pressure switches and pressure relief valves are contained within a pump house. The pump house layout provides for a logical progression of system components and unimpeded access to the storage tank access hatch. Two 120 gallon diaphragm tanks are required. Tank pre-charge is 35 psi. Pressure switch ON/OFF is 40/60psi. Pressure relief valve is located at the high point in the system.

Water Quality. Groundwater for the area is reported to be good and water treatment is not anticipated. Prior to placing the water system into service, disinfection will be completed and water quality sampling and analysis will be performed, if required, in accordance with Idaho Standards for Public Water Supply.

EQUIPMENT AND CONSTRUCTION

The calculations and the construction drawings collectively list and outline the water system component manufactures, model numbers, specifications and installation methods.



ATTACHMENT A



Advanced Technology Surveying & Engineering

EXHIBIT A **LEGAL DESCRIPTION** **FOR A WATERLINE EASEMENT**

A PARCEL OF LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 51 NORTH, RANGE 6 WEST OF THE BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO AND DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 24 (WITNESSED BY A 2" ALUMINUM CAP MONUMENT "RUEN-YEAGER PLS 6603"), FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 24 BEARS NORTH 00°26'24" EAST, 2644.63 FEET (WITNESSED BY A 2" ALUMINUM CAP MONUMENT "PLS 4182" PER CP&F INSTRUMENT #2038087000); THENCE, SOUTH 88°51'26" EAST, 809.11 FEET TO A POINT; THENCE, NORTH 00°31'54" EAST, 15.00 FEET TO A 5/8" REBAR & CAP "ATS PLS 8962", LAYING ON THE NORTH RIGHT-OF-WAY LINE FOR A COUNTY ROAD AND BEING THE SOUTHWEST CORNER OF QUITCLAIM DEED INSTRUMENT NO. 2502860000; THENCE, NORTH 00°31'54" EAST, 15.00 FEET ALONG THE WEST BOUNDARY LINE OF SAID DEED TO THE TRUE *POINT-OF-BEGINNING* FOR THIS DESCRIBED STRIP OF LAND;

THENCE, CONTINUING ALONG SAID WEST DEED LINE, NORTH 00°31'54" EAST, 20.00 FEET TO A POINT;

THENCE, LEAVING SAID DEED LINE, SOUTH 88°51'26" EAST, 376.00 FEET TO A POINT;

THENCE, NORTH 01°08'34" EAST, 60.00 FEET TO A POINT;

THENCE, SOUTH 88°51'26" EAST, 20.00 FEET TO A POINT;

THENCE, SOUTH 01°08'34" WEST, 60.00 FEET TO A POINT;

THENCE, SOUTH 88°51'26" EAST, 62.00 FEET TO A POINT;

THENCE, NORTH 00°31'54" EAST, 30.00 FEET TO A POINT;

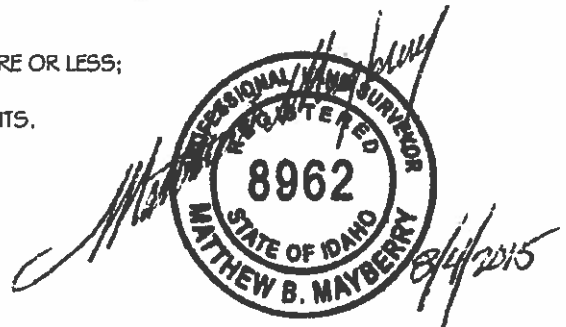
THENCE, SOUTH 88°51'26" EAST, 50.00 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SAID DEED;

THENCE, ALONG SAID EAST DEED LINE, SOUTH 00°31'54" WEST, 50.00 FEET TO A POINT;

THENCE, LEAVING SAID DEED LINE, NORTH 88°51'26" WEST, 508.00 FEET RETURNING TO THE POINT-OF-BEGINNING FOR THIS DESCRIBED PARCEL OF LAND;

SAID DESCRIBED PARCEL OF LAND CONTAINING 12,860 SQUARE FEET MORE OR LESS;

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD AND IN VIEW;

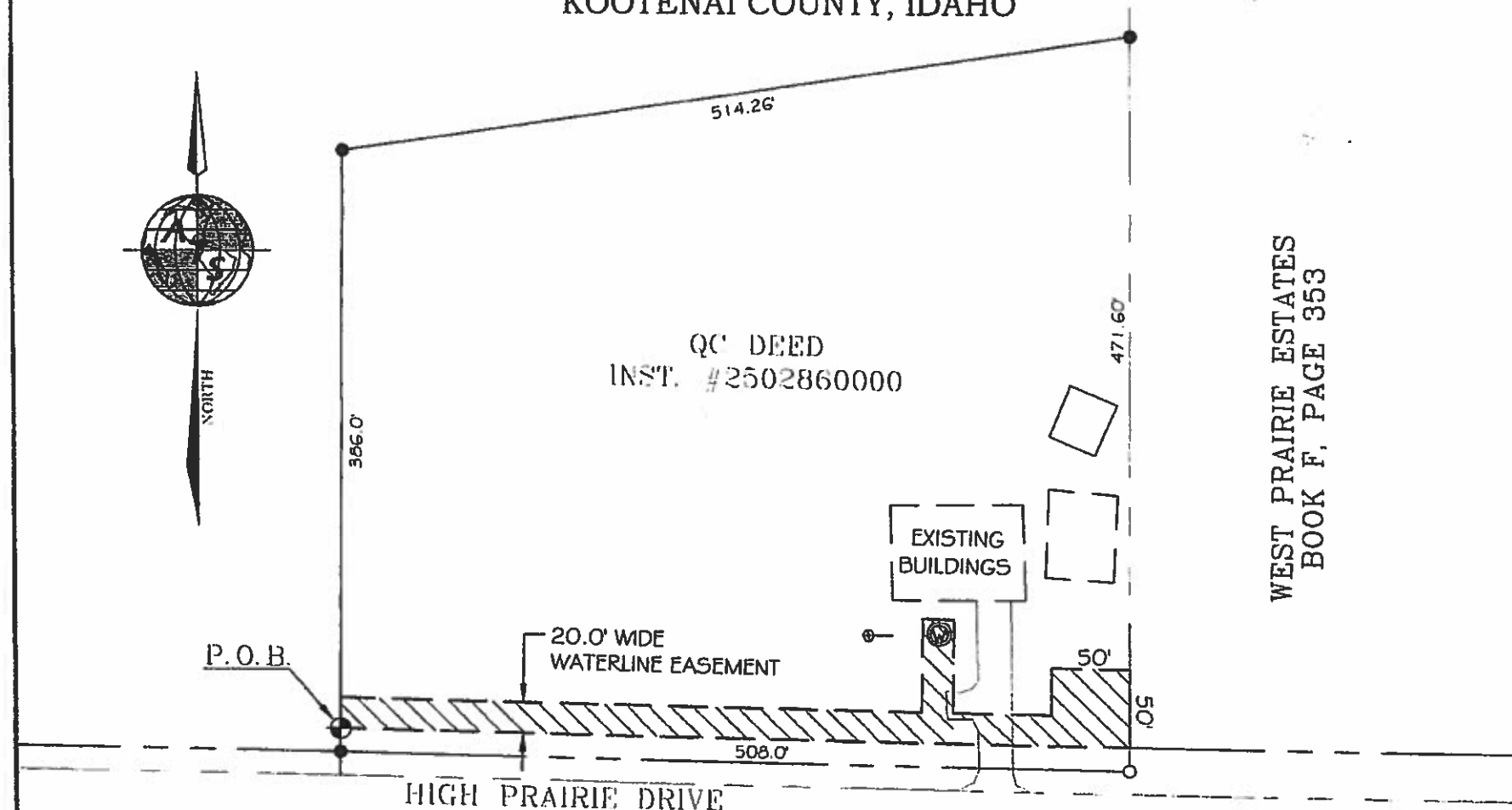


Z:\Proj\14-000\14-090\survey\Legal Descriptions\WATERLINE EASEMENT V2.doc

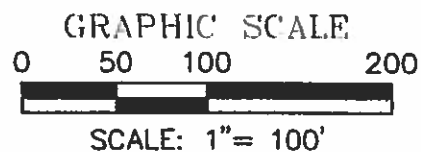
P.O. Box 3457, Hayden, Idaho 83835
PH. (208) 772-2745 Fax. (208) 762-7731

EXHIBIT B

SECTION 24, TOWNSHIP 51 NORTH, RANGE 06 WEST, B.M.,
KOOTENAI COUNTY, IDAHO



WEST PRAIRIE ESTATES
BOOK F, PAGE 353



ADVANCED
TECHNOLOGY
SURVEYING &
ENGINEERING
INC.

P.O. BOX 3457, HAYDEN IDAHO, 83835
• 171. (208) 772-2745 • FAX (208) 762-7731 •

SCALE: 1" = 100'
CHECKED BY: ALM
DATE: 08-03-2015
DRAWN BY: MCM
DATE: 06-30-2015
INCH: WATER-14
FOOT: 14.000

ATTACHMENT B

IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

1. WELL TAG NO. D 0053835

DRILLING PERMIT NO. 849909

Water Right or Injection Well No. _____

ENTERED

2. OWNER:

Name Sheila Leuer

Address 4574 High Prairie Rd

City Post Falls State ID Zip 83854

3. LOCATION OF WELL by legal description:

You must provide address or Lot, Blk, Sub, or Directions to well.

Twp. 51 North ☒ or South ☐

Rgs. 6 East ☐ or West ☒

Sec. 24 1/4 SW 1/4 SE 1/4

Gov't Lot _____ County Kootenai

Lat: _____ Long: _____

Address of Well Site same as Above

Top of Hill City Hauser area

(Site at least 100 ft. from Road or Laneside)

Lt. _____ Blk. _____ Sub. Name _____

4. USE:

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

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

☒ New Well ☐ Modify ☐ Abandonment ☐ Other _____

6. DRILL METHOD:

☒ Air Rotary ☐ Cable ☐ Mud Rotary ☐ Other _____

7. SEALING PROCEDURES

Seal Material	From	To	Weight / Volume	Seal Placement Method
Casing Seal Bentonite	0	18'	450#	overbore

Was drive shoe used? ☒ Y ☐ N Shoe Depth(s) 57'

Was drive shoe seal tested? ☒ Y ☐ N How? Air Pressure

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
6"	+1	57'	250	Steel	☒	☐	☒	☐
4"	-4 1/2	238'	220	PVC	☐	☒	☐	☒

Length of Headpipe _____ Length of Tailpipe _____

Packer ☐ Y ☐ N Type _____

9. PERFORATIONS/SCREENS PACKER TYPE

Perforation Method saw cut (PVC only)

Screen Type & Method of Installation N/A

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
-187	238	6"x4"	90	4"	PVC	☐	☒

10. FILTER PACK N/A

Filter Material	From	To	Weight / Volume	Placement Method

11. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

56 ft. below ground Artesian pressure _____ lb.

Depth flow encountered _____ ft. Describe access port or control devices: _____

Bolted well cap

12. WELL TESTS:

☐ Pump ☐ Bailor ☒ Air ☐ Flowing Artesian

Yield gal./min.	Drawdown	Pumping Level	Time
42 1/2 GPM			

Water Temp. Cold Bottom hole temp. Cold

Water Quality test or comments: looks Good + Clear

Depth first Water Encounter 155

13. LITHOLOGIC LOG: (Describe repairs or abandonment)

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	Water	Y	N
8"	0	34	Sand + Gravel			
"	34	38	Decomposed Granite			
"	38	57	Granite			
6"	57	155	Granite			X
"	155	198	Granite 20 GPM		X	
"	198	218	Granite 20 GPM		X	
"	218	238	Granite 2 1/2 GPM		X	

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DEC 17 2007
IDWR/Post Falls

AQUA DRILLING
& EXPLORATION INC.
PO BOX 2850
HAYDEN, ID 83835-2850

Completed Depth 238' (Measurable)

Date: Started 11-8-07 Completed 11-11-07

14. DRILLER'S CERTIFICATION

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

Company Name AQUA DRILLING & EXPLORATION INC. Firm No. 163

Principal Driller Scott M. Brown Date 11-11-07

Driller or Operator II Scott M. Brown Date _____

Operator I _____ Date _____

Principal Driller and Rig Operator Required.
Operator I must have signature of Driller/Operator II.

51 N 6W 24

FORWARD WHITE COPY TO WATER RESOURCES

ATTACHMENT C

Site: High Prairie, Kootenai County, Idaho
 8 Lots + Existing House (9 3000 gal cisterns)
 Computations By: PMF
 Revision Date: 8/22/16

Design Criteria

ADD & MDD

WA State Precipitation Method - COMPARISON ONLY

Average Daily Demand (ADD)

Ave Annual Ppt (inches) = 34.18 (WRCC rain, Sandpoint)
 Safety Factor = 1.5 (range 1.5 - 2.0)
 ADD (gpd/ERU) = 651

Maximum Daily Demand (MDD)

Peaking Factor = 1.5 (range 1.5 - 3.0)
 MDD (gpd/ERU) = 977
 - ADD ceiling = 1,000 gpd/ERU
 - MDD for lots > 1 acre = 800 gpd/ERU or larger calculated MDD

PHD Sewer Flow Method - COMPARISON ONLY

Average Daily Demand (ADD) - Residential

Sewer Flows (gpd/ERU) = 300
 Other Uses (gpd/ERU) = 300
 Leakage 10 % 80
 (gpd/ERU) = 680

PHD Sewer Guidance	
# of Rooms	gpd
1	150
2	200
3	250
4	300
5	350
6	400
7	450
8	500

Safety Factor = 1.5 (range 1.5 - 2.0)
 ADD (gpd/ERU) = 990

Maximum Daily Demand (MDD)

Peaking Factor = 1.5 (range 1.5 - 3.0)
 MDD_{ultimate} (gpd/ERU) = 1485

Idaho Rules 800 gpd Plus Irrigation

Average Daily Demand (ADD) - Residential/Lot

800 gpd (gpd/ERU) = 800
 Irrigation (gpd/ERU) = 300
 (gpd/ERU) = 1100

Maximum Daily Demand (MDD)

Peaking Factor = 1.5 (range 1.5 - 3.0)
 MDD_{ultimate} (gpd/ERU) = 1650

Peak Hourly Demand (PHD) - WA State Residential Method

Number of ERUs	C	F
15 to 50	3.0	0
51 to 100	2.5	25
101 to 250	2.0	75
251 to 500	1.8	125
greater than 500	1.6	225

Number of ERUs = 9.0 (or ERU 3-Bed Equiv.)
 MDD (gpd/ERU) = 1650
 # of ERU Coeff (C) = 3.0
 # of ERU Factor (F) = 0.0
 PHD (gpm) = 48.9

- assumes 30 psi constant pressure through system
- no adjustment for lots > with ppt < 20 inches/yr
- no adjustment for documented uses (i.e. standard residential use)
- no adjustment for changes in demand

Storage Estimates

Pumping Middle (gpm) = 23.00

Provide for 8 hours ADD w/out Pumping

ADD (gpm) = 6.88
 Storage Required (gal) = 3300
 Replenish Pumping (24 hour, gpm) = 2.29 (must be < Pumping Max)

Provide Storage for PHD

PHD (gpm) = 48.94
 Storage Required (gal) = 3891
 Replenish Pumping (24 hour, gpm) = 2.70 (must be < Pumping Max)

Provide MDD w/Pumping

MDD (gpm) = 10.31
 Storage Required (gal) = 15270
 Replenish Pumping (24 hour, gpm) = 12.69 (must be < Pumping Max)

27,000 gal storage provided by individual lot cisterns.

* Bold items (largest values) carried forward through calculations.

**Fire flows not provided.

ATTACHMENT D

CEDARS CIVIL ENGINEERING, PLLC

317 West Mullan Avenue
Kellogg, Idaho 83837

Phone | 208/755/1557

Email | miltzgerald@cedbridge.net

June 23, 2015

Big Sky Developments
Attn: Jeremy Tripp
10063 Navion Drive
Hayden, ID 83835

**Re: Well Driller's Report/Pump Test Review and Findings
Proposed High Prairie Estates Subdivision
Kootenai County, Idaho**

Dear Jeremy:

Cedars Civil Engineering, PLLC (CCE) performed an initial analysis to determine the feasibility, potential yield and suitability for the construction of a new well supporting eight residential dwellings at the proposed High Prairie Estates Subdivision. The analysis included review of Idaho Department of Water Resources Well Driller's Reports for existing and vicinity wells and analysis of the existing well pump test.

PROPOSED SUBDIVISION

The proposed High Prairie Estates Subdivision is located on the north side of North High Prairie Road east of SH 53. Kootenai County AIN No is 113344. Total acreage is approximately 120 acres. The proposed subdivision will establish eight similarly sized residential lots on the front half of the property.

As proposed, flexibility exists for providing domestic water to the eight lots. This letter addresses water to be provided by the existing well via a constructed centralized water system.

PROPOSED CONSUMPTIVE WATER USE

Idaho Division of Environmental Quality typically uses 800 gallons per day (gpd) per residential lot for estimating residential water system consumptive use. Given the proposed eight units, the minimum well pumping rate for a centralized system is estimated to be 4.4 gallons per minute (gpm). Accounting for irrigation, 1,100 gpd per residential lot and a total of 6.1 gpm are utilized herein.

EXISTING WELL

The Well Tag No. for the existing well is 53835. Well depth is 238 feet bgs. The well is six inches in diameter and lined with a four inch PVC. The well is screened from 187 – 238 feet bgs. First encounter of water was at a depth of 155 feet below ground surface (bgs). Static water level was reported at 56 feet bgs on the Well Driller's Report and measured during the pump test at 100 feet bgs. The well's construction is sufficient for the proposed domestic water supply.

GROUNDWATER BEARING ZONES

For the existing and area wells, ground water of sufficient quantity to support residential uses is found in one general zone at an approximate depth range of 155 – 240 feet bgs. The zone is comprised of granite and fractured granite.

PUMP TESTING

Pump Testing was performed by United Crown Pump & Drilling on May 28, 2015. The test was variable discharge, measuring drawdown for 24 hours. Pumping rates ranged from 50 to 13 gallons per minute.

At the end of testing, the maximum drawdown of 118 feet was observed. Recovery was not fully measured and not reviewed.

Conservative evaluation of pump test data indicates a transmissivity of approximately 58.7 cubic feet per day (ft^2/day) and a storativity of approximately 3×10^{-5} . Both of these values are within the range for that found for granite groundwater bearing zones.

GROUNDWATER YIELD

The well is screen from 187 – 238 feet bgs. The existing well's log reported yield was 42.5 gpm. Vicinity well logs demonstrate a similar yield for groundwater wells in the area.

Using the minimum discharge of 6.1 gpm, long-term drawdown in the pumping well was projected using the Jacob (Cooper and Jacob, 1946) modification to the Theis (1935) nonequilibrium well equation with no well losses. Assuming that the pumping well would be operated continuously for 24 hours per day, 365 days per year at the average discharge rate of 6.1 gpm, the projected drawdown in the pumping well was estimated at approximately 37 feet. This value is less than the available drawdown of 138 feet (using the pump test measured static water level).

GROUNDWATER SUSTAINABILITY

The well logs recorded moderate to strong static water level which in most instances mirror good well recovery and good long-term sustainability. Observed static water level was 55 feet above the depth of first encounter of groundwater (using the pump test measured static water level).

During the pump test, discharge declined during the test; thus, indicating poor source water conditions and/or over pumping of the well.

CONCLUSIONS

Review of Well Driller's Reports and the pump test indicates that domestic water supply for the eight proposed residential lots may be viable.

- Aquifer testing and analysis using analytical methods for fracture flow resulted in a transmissivity of $58.7 \text{ ft}^2/\text{day}$ and a storativity of 3×10^{-5} .
- Recorded and recent pump testing of the drinking water well indicated that the well can sustain a flow of 13 to 50 gpm for 24 hours. This rate is greater than the minimum discharge of 6.1 gpm that would be needed to supply 8 residences at an equivalent of 1,100 gpd per connection of drinking and irrigation water.
- Long-term drawdown projection, using the 6.1 gpm discharge rate, resulted in 37 feet of drawdown. Based on the available drawdown in the pumping well, the projected drawdown is less than the available drawdown.

Please feel free to contact CCE if you have any questions.

Go Well,

CEDARS CIVIL ENGINEERING, PLLC



Mike Fitzgerald, P.E.



cc: Mike Curry, The Coeur d'Alene Group LLC

OPTION TO JOIN WATER ASSOCIATION
(High Prairie Water Association, Inc.)

This Option to Join Water Association, dated this 22nd day of September, 2015, by and between High Prairie Water Association, Inc., (hereinafter referred to as the "Association", and Big Sky Capital, Inc., an Idaho corporation, (hereinafter referred to as "Big Sky Capital"):

RECITALS

A. The Association is an Idaho non-profit association which was formed to provide domestic water use to the following parcels of property in Kootenai County, Idaho:

Parcel 1

TAX #24198 [IN SW-SE] 2451N06W
Kootenai County, ID

JIM BRANNON 3P 2516799000
KOOTENAI COUNTY RECORDER Page 1 of 3
PRP Date 09/25/2015 Time 10:36:32
REQ OF MIKE CURRY
RECORDING FEE: \$16.00

2516799000 XX

Parcel 2

TAX #24200 [IN W2-SE] 2451N06W
Kootenai County, ID

B. Big Sky Capital is the owner of approximately 60 acres which adjoin the Parcel 2 and is more particularly described as follows:

Parcel 3

TAX #24201 [IN NW-SE & SW-NE] 2451N06W
Kootenai County, ID

C. Big Sky Capital has plans to subdivide Parcel 3 into a residential development in the future and the Association desires to grant to Big Sky Capital the option to have the Parcel 3 lot owners join the Association upon the terms and conditions more fully set forth herein.

NOW, THEREFORE, based upon the mutual terms and conditions contained herein, the Parties hereby agree as follows:

1. **GRANT OF OPTION.** The Association hereby grants to Big Sky Capital the option to have Parcel 3 lot owners join the Association as full members with the Association water system providing sufficient water for domestic use to Parcel 3 owners. Provided, the number of lots supplied by the Association water system in Parcel 3 shall not exceed 12 total lots.

2. **EXERCISE OF GRANT.** The Grant of Option shall be exercised as follows: a) Big Sky Capital provides the Association at least 120 days written notice of its election to join the Association; b) Big Sky Capital provides engineer reports which show sufficient capacity of the existing water system to provide sufficient domestic water

supplies to its existing members and Parcel 3 owners; and c) Big Sky Capital shall pay to the Association an Option Fee of \$500.00 upon the execution of this Option and an additional \$1,000.00 upon full execution and recording of all documents necessary to effectuate the owners of Parcel 3 joining the Association. Any improvements required or recommended by the engineer reports shall be at the sole cost and expense of Big Sky Capital. If exercised, Parcel 3 owners shall become full members of the Association upon the same terms and conditions as set forth in the Association Bylaws.

3. **OPTION TERM.** The term of this Option shall be from October 1, 2015, until September 30, 2020.

4. **BINDING NATURE.** All provisions of this Agreement shall be binding upon and inure to the benefit of all parties hereto, and their estates, heirs, legatees, legal representatives, successors and assigns.

5. **ATTORNEY FEES.** In the event that either of the parties hereto shall seek the services of an attorney, or institute any action or proceeding against the other party, relating to the enforcement of this Agreement, the prevailing party in such dispute, action or proceeding shall be entitled to reimbursement for its costs and expenses, including reasonable attorney fees, incurred in connection therewith.

6. **TIME OF THE ESSENCE.** The parties hereby agree to expressly acknowledge that time is of the essence of each and every provision of this Agreement.

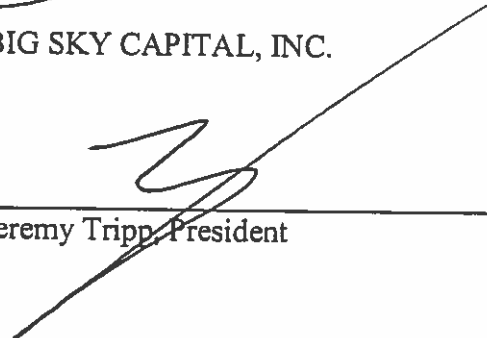
7. **GOVERNING LAW.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Idaho.

IN WITNESS WHEREOF, the parties have executed this Option the day and year first above written.

HIGH PRAIRIE WATER ASSOCIATION, INC.


Barry Stearns, Director

BIG SKY CAPITAL, INC.


Jeremy Tripp, President

State of Idaho)
County of Kootenai :SS

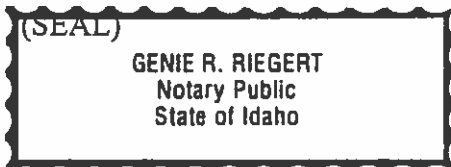
On this 24th day of September, in the year of 2015, before me, Genie Riegert, a notary public, personally appeared BARRY STEARNS, known or identified to me to be the Director of the association that executed the instrument or the person who executed the instrument on behalf of said association and acknowledged to me that such association executed the same.



Genie Riegert
Notary Public for Idaho
Residing at: Post Falls, Idaho
Commission Expires on My Commission Expires September 24, 2018

State of Idaho)
County of Kootenai :SS

On this 24th day of September, in the year of 2015, before me, Genie Riegert, a notary public, 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.



Genie Riegert
Notary Public for Idaho
Residing at: Post Falls, Idaho
Commission Expires on My Commission Expires September 24, 2018

MEMORANDUM OF BYLAWS

Notice is hereby given that articles of incorporation were filed with the Idaho Secretary of State on July 16, 2015, and Bylaws have been enacted this 22nd day of September, 2015, creating a non-profit water association known as High Prairie 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:

Parcel 1

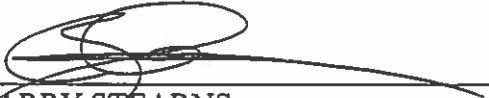
TAX #24198 [IN SW-SE] 2451N06W
Kootenai County, ID

Parcel 2

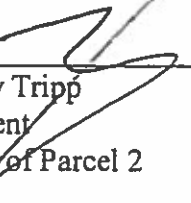
TAX #24200 [IN W2-SE] 2451N06W
Kootenai County, ID

Dated this 22nd day of September, 2015.

TIMBERED RIDGE CUSTOM HOMES, LLC

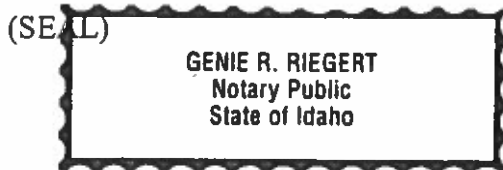

BARRY STEARNS
Member
Owner of Parcel 1

BIG SKY CAPITAL, INC


Jeremy Tripp
President
Owner of Parcel 2

State of Idaho)
)
 :SS
County of KOOTENAI)

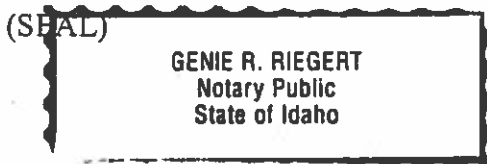
On this 22nd day of September, 2015, before me, Genie Riegert, a notary public, personally appeared BARRY STEARNS, known or identified to me to be the member of TIMBERED RIDGE CUSTOM HOMES, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



Genie Riegert
Notary Public for Idaho
Residing at: Post Falls, Idaho
Commission Expires on My Commission Expires September 24, 2018

State of Idaho)
)
 :SS
County of KOOTENAI)

On this 22nd day of SEPTEMBER, 2015, before me, Genie Riegert 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.



Genie Riegert
Notary Public for Idaho
Residing at: Post Falls, Idaho
Commission Expires on My Commission Expires September 24, 2018

BYLAWS OF HIGH PRAIRIE 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 1

TAX #24198 [IN SW-SE] 2451N06W
Kootenai County, ID

(Hereinafter referred to as "Parcel 1").

PARCEL 2

TAX #24200 [IN W2-SE] 2451N06W
Kootenai County, ID

(Hereinafter referred to as the "Subdivision").

ARTICLE II - NAME

Section 1. Name. The name of this association shall be HIGH PRAIRIE WATER ASSOCIATION, INC., a private non-profit association ("Association" herein). The Association shall conduct its business under the name High Prairie 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 water 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 A) Parcel 1 and 2) the number of lots in the Subdivision. The owner of Parcel 1 shall be entitled to one (1) membership interest in the Association. In addition, each lot owner in the Subdivision shall be entitled to one (1) membership interest in the Association for every lot owned in the Subdivision. The membership interest shall be appurtenant to Parcel 1 and each lot in the Subdivision and shall automatically pass with title to each lot.

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 High Prairie 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;

1. 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. High Prairie Water Association shall indemnify any past or present member of the Board of Trustees of Seth Estates Water Association, and any past or present general manager of High Prairie 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 Seth Estates 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 High Prairie Water Association, or otherwise.

ARTICLE XII—OPTION

Section 1. Big Sky Capital, Inc., is the owner of approximately 60 acres which adjoin the Subdivision and is more particularly described as TAX #24201 [IN NW-SE & SW-NE] 2451N06W, Kootenai County, ID (Hereinafter referred to as "Parcel 3"). Big Sky Capital, Inc., may subdivide Parcel 3 in the future and the Association has granted Big Sky Capital, Inc., a 15 year option to join Parcel 3 and its subdivided lots as members of the Association. If exercised, Parcel 3 owners would become full members of the Association upon the same terms and conditions as set forth herein.

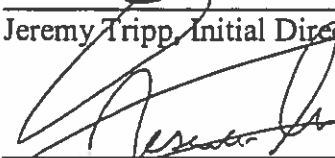
ARTICLE XIII - AMENDMENT

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.

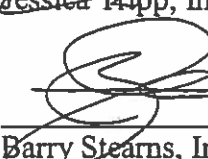
DATED this 29 day of September, 2015.



Jeremy Tripp, Initial Director



Jessica Tripp, Initial Director



Barry Stearns, Initial Director

Recorded at the Request of
(when recorded return to):

Michael R. Chapman
Attorney at Law
PO Box 1600
Coeur d'Alene, ID 83816

JIM BRANNON 4P 2512595000
KOOTENAI COUNTY RECORDER Page 1 of 4
PRP Date 08/26/2015 Time 01:38:20
REQ OF CHAPMAN FINANCIAL SERVICES
RECORDING FEE: \$19.00

2512595000 DE

WATERLINE EASEMENT

KNOW ALL MEN BY THESE PRESENT that TIMBERED RIDGE CUSTOM HOMES, LLC, an Idaho limited liability company, whose address is 10063 N. Navion Dr., Hayden, ID 83835, for lawful consideration, the receipt and sufficiency of which is hereby acknowledged does hereby grant to HIGH PRAIRIE WATER ASSOCIATION, INC., an Idaho non-profit association, whose address is 10063 N. Navion Dr., Hayden, ID 83835, an easement or right of way to construct, operate, maintain, repair and replace a residential well site and water system over, across and under the following described land located in Kootenai County, Idaho, to wit:

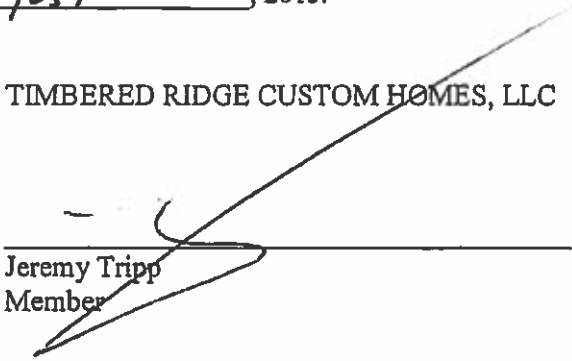
SEE ATTACHED EXHIBIT "A" & "B"

And to enter upon sufficient land adjacent to said easement for the purpose of construction, operation, maintenance, repair and/or replacement thereof.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

DATED this 24 day of August, 2015.

TIMBERED RIDGE CUSTOM HOMES, LLC



Jeremy Tripp
Member

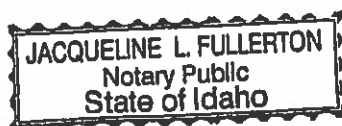
State of Idaho)

:SS

County of Kootenai)

On this 24th day of August, in the year of 2015, before me, Jacqueline Fullerton a notary public, personally appeared JEREMY TRIPP, known or identified to me to be the manager or a member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

(SEAL)





Notary Public for Idaho
Residing at: 11769 Avondale Ln Hayden ID 83855
Commission Expires on 3/23/2021



Advanced Technology Surveying & Engineering

EXHIBIT A
5 ACRE PARCEL
LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN A PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 51 NORTH, RANGE 6 WEST OF THE BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 24 (WITNESSED BY A 2" ALUMINUM CAP MONUMENT "RUEN-YEAGER PLS 6603"), FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 24 BEARS NORTH 00°26'24" EAST, 2644.63 FEET (WITNESSED BY A 2" ALUMINUM CAP MONUMENT "PLS 4182" PER CPM INSTRUMENT #2038087000); THENCE, SOUTH 88°51'26" EAST, 1317.11 FEET TO THE EAST 1/16 OF SECTION 24 AND SECTION 25; THENCE, NORTH 00°31'54" EAST, 15.00 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE FOR A COUNTY ROAD AS WITNESSED BY A 5/8" REBAR & CAP "PLS 4182" AND BEING THE TRUE POINT-OF-BEGINNING FOR THIS DESCRIBED PARCEL OF LAND;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 88°51'26" WEST, 508.00 FEET TO A 5/8" REBAR & CAP "ATS PLS 8962";

THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 00°31'54" EAST, 386.00 FEET TO A 5/8" REBAR & CAP "ATS PLS 8962";

THENCE, NORTH 81°33'43" EAST, 514.26 FEET TO A 5/8" REBAR & CAP "ATS PLS 8962" PLACED ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 24;

THENCE SOUTH 00°31'54" WEST ALONG SAID EAST LINE, 471.60 FEET RETURNING TO THE POINT-OF-BEGINNING FOR THIS DESCRIBED PARCEL OF LAND;

SAID DESCRIBED PARCEL OF LAND CONTAINING 217,818 SQUARE FEET (5.000 ACRES) MORE OR LESS;

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD AND IN VIEW;



Z:\N\proj\4-000\4-090\survey\Legal Descriptions\BLAIS acre.doc

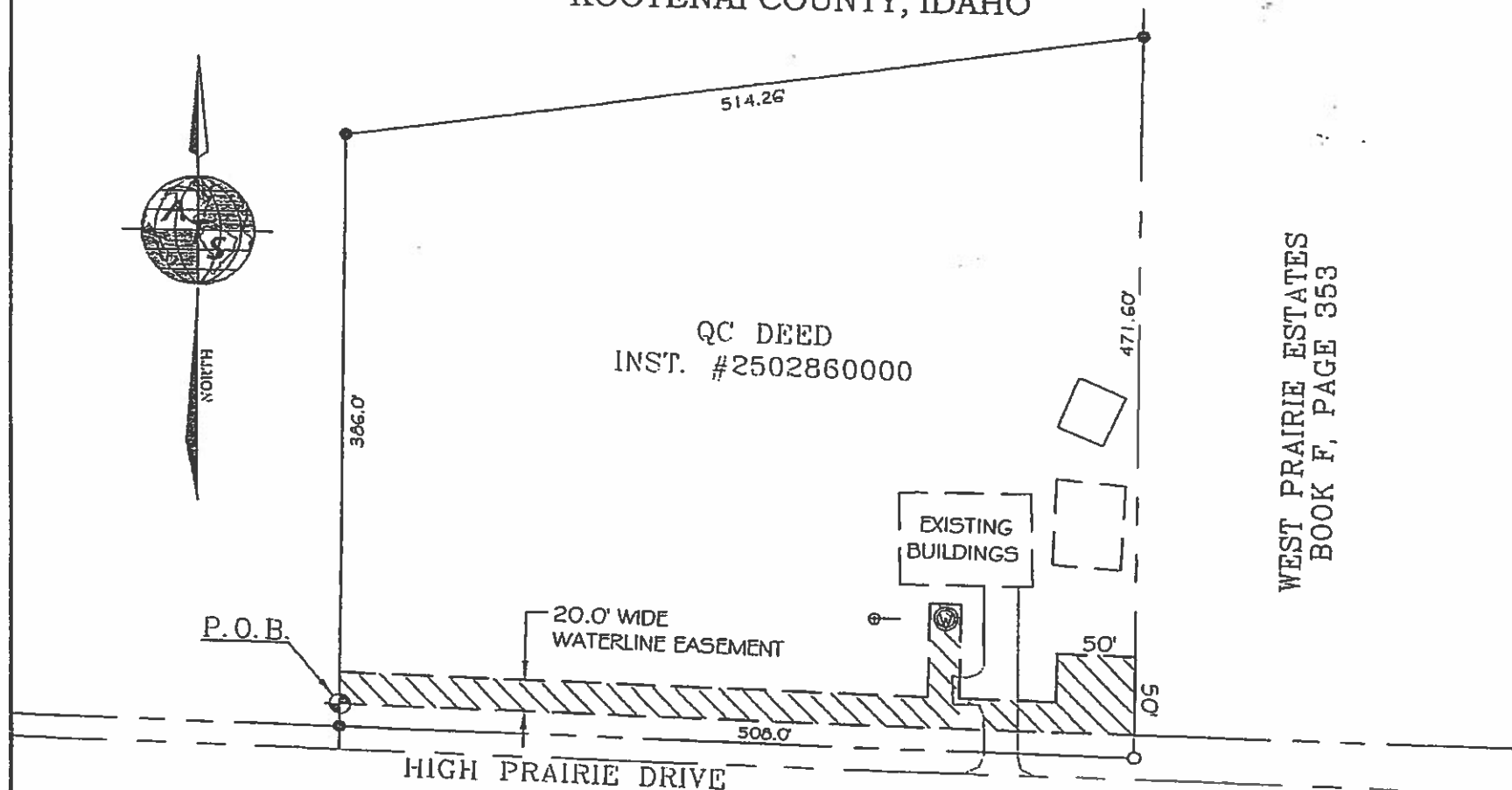
P.O. Box 3457, Hayden, Idaho 83835
PH. (208) 772-2746 Fax. (208) 762-7731

Exhibit "A"

EXHIBIT B

SECTION 24, TOWNSHIP 51 NORTH, RANGE 06 WEST, B.M.,
KOOTENAI COUNTY, IDAHO

Exhibit "B"



GRAPHIC SCALE
0 50 100 200
SCALE: 1" = 100'



ADVANCED
TECHNOLOGY
SURVEYING &
ENGINEERING
INC.

P.O. BOX 3457, HAYDEN IDAHO, 83835
• PH: (208)-772-2745 • FAX (208)-762-7731 •

SCALE: 1"=100'
CHECKED BY: MEM
DATE: 03-03-2015
DRAWN BY: MEM
DATE: 02-20-2015
ENG: WATERLINE
PROJ: 14.090

Carine
Ball, Dianne

From: Ball, Dianne
Sent: Friday, July 15, 2016 2:09 PM
To: 'Fredericks, Holly'
Cc: Frederick, Adam; Case, Morgan
Subject: Application for Permit No. 95-17172
Attachments: LegalNotice 07-15-16 CDA e-mail 95-17172.doc

Good afternoon, Holly,

Please publish this attached legal notice in the Coeur d'Alene Press on the dates indicated, July 21 and 28, 2016, (once a week for two consecutive weekly issues). If you cannot 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 no special formatting or tab-sets required. Should be pretty much copy / paste.

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 8/8/2016. Your cooperation is always appreciated.

Thanks again for all you are doing to help in getting our legal notices published. It's a pleasure working with you.

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:

95-17172

HIGH PRAIRIE WATER ASSN INC

10063 NAVION DR

HAYDEN, ID 83835

Point of Diversion SWSE S24 T51N R06W KOOTENAI County

Source GROUND WATER

Use: DOMESTIC 01/01 to 12/31 0.13 CFS

Total Diversion:0.13 CFS

Date Filed: 6/1/2016

Place Of Use: DOMESTIC T51N R06W S24 NWSE SWSE

Domestic use is for 9 homes with up to 1/2 acre irrigation per home

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/WRApplicationResults/>

Protests may be submitted based on the criteria of Idaho Code § 42-203A. Any protest against the approval of this application must be filed with the Director, Dept. of Water Resources, Northern Region, 7600 Mineral Drive, Suite 100, Coeur D' Alene ID 83815 together with a protest fee of \$25.00 for each application on or before 8/8/2016. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 7/21/2016 and 7/28/2016



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

July 15, 2016

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

HIGH PRAIRIE WATER ASSN INC
10063 NAVION DR
HAYDEN, ID 83835

Application For Permit No. 95-17172

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 7/21/2016 and 7/28/2016. 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
Senior Water Resource Agent

Case, Morgan

From: Case, Morgan
Sent: Tuesday, June 07, 2016 9:28 AM
To: Sutcliffe, Lorna; Marston, Sascha
Cc: Frederick, Adam; Steading, Natalie
Subject: Receipt Modification and refund request N031945

Lorna or Sascha:

Can you please modify Receipt No. N031945 and issue a \$25 refund? The applicant came in and amended his permit to reduce the rate, which dropped his permit fee down to \$100. He also needed to pay for a well upgrade fee of \$125, which leaves an overpayment of \$25. So the final receipt should be \$100 for Application for Permit; \$125 Well Permits; and \$25 refunded to Big Sky Capital/High Prairie Water Assn. 10063 Navion Dr. Hayden, ID 83835.

Thanks,

Morgan

Morgan Case
Northern Regional Manager
Idaho Department of Water Resources
7600 N Mineral Dr. Suite 100
Coeur d'Alene, ID 83835
208.762.2800

Case, Morgan

From: mike@thecdagroup.com
Sent: Thursday, June 02, 2016 6:42 AM
To: Case, Morgan
Subject: High Prairie Water Association
Attachments: HighPrairie Narrative.IDWR.pdf

Morgan,

Thank you for all your help the last few days with our application for Water Rights. Please find attached a Narrative we would like to attach to submittal. Thank you again.

Mike Curry

The Coeur d'Alene Group LLC

Big Sky Capital Inc.

208-772-9646

208-660-2041

959 N Rutledge Ct.

Coeur d'Alene Id 83814



CONFIDENTIALITY NOTICE This email is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is subject to the attorney-client privilege, or proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please destroy the message and notify the sender immediately at 208.660.2041.

RECEIVED
JUN 01 2016
IDWR / NORTH

June 1, 2016

Big Sky Capital

High Prairie Water Association Inc.

10063 Navion Dr.

Hayden, ID 83835

IDWR

7600 MINERAL DRIVE SUITE 100

Coeur d'Alene, ID 83815-7763

RE: WATER RIGHTS APP

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
2. Map of area with section township and range
3. Fees in the amount of \$250.00
4. Waterline easement Instrument #2512596000 (easements on Breyer property)
5. Option to join association for surrounding properties Instrument # 2516799000
6. Memorandum of Bylaws for High Prairie Water Association Instrument # 2516798000
7. Bylaws of High Prairie Water Association Instrument # 2516797000
8. Application for Permit
9. Municipal Water Right Application Checklist

Thank you

Mike Curry

208-660-2041