

RECEIVED

MAY 27 2016

IDWR / NORTH

80962

Ident. No. 95-17170

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

1. Name of applicant(s) ROBERT LAUER AND BRENDA CHRISTENSEN Phone 208-755-4700
Name connector (check one): ☒ and ☐ or ☐ and/or
Mailing address 31780 N TIARA LN City ATHOL
State ID Zip 83801 Email SAMMIESEXCAVATION@YAHOO.COM

2. Source of water supply GROUNDWATER which is a tributary of _____

3. Location of point(s) of diversion:

TWP	RGE	SEC	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
53N	03W	11			NE	NE	KOOTENAI	GROUNDWATER	

4. Water will be used for the following purposes:

Amount 0.04 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)

5. Total quantity to be appropriated is (a) 0.04 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. PUMP AND WELL

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 6 inches; proposed depth of well is 460 feet.

d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☒ No

e. If well is already drilled, when? _____; drilling firm _____;
well was drilled for (well owner) _____; Drilling Permit No. _____

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 1

e. Other; describe fully. DOMESTIC WITH UP TO 1/2 ACRE OF IRRIGATION.

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	
53N	03W	11	D																

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? 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:

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

APPLICANT PLANS TO DRILL WELL ON PROPERTY AND SHARE WELL WITH NEIGHBOR. WATER WILL BE FOR USE IN HOME WITH THE IRRIGATION UP TO 1/2 ACRE.

12. Time required for completion of works and application of water to proposed beneficial use is 1 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.

Robert Lauer
Signature of Applicant

ROBERT LAUER
Print Name (and title, if applicable)

Brenda Christensen
Signature of Applicant

BRENDA CHRISTENSEN
Print Name (and title, if applicable)

For Department Use:

Received by _____ Date _____ Time _____ Preliminary check by _____
Fee \$ 100.00 Received by NLS Receipt No. N031934 Date 5-27-16

CHRISTENSEN APPLICATION MAP



Legend

-  Taxlots
-  Township/Range
-  Sections
-  QQ

0 0.02 0.04 0.08 Miles



WARRANTY DEED

For Value Received

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Raymond C. Hughes & Sherry L. Hughes

whose address is: 31884 N. Tiara Ln Athol, Id. 83801

Hereinafter called the Grantee, the following described premises situated in Kootenai County, Idaho, to-wit: Robert J. Lauer & Brenda Christensen

31780 N. Tiara Ln. Athol, Id 83801

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

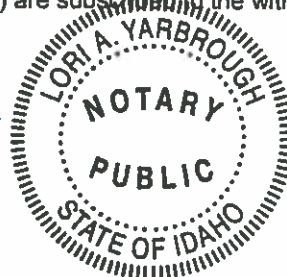
Dated: 5-26-16

Raymond C. Hughes
Sherry L. Hughes

STATE OF Idaho)ss.
COUNTY OF Kootenai

On this 26th day of May 2016, before me, the undersigned, personally appeared Sherry + Raymond Hughes, known or identified to me, to be the person(s) whose name(s) are subscribed in the within instrument, and acknowledged to me that they executed the same.

Lori A. Yarbrough
Notary Public of
Residing at: Athol
Commission Expires: 10-2-2020





SHARED WELL AND MAINTENANCE AGREEMENT

This agreement made and entered into this 9th day of May, 2016, by and between Robert Lauer & Brenda Christensen, who reside at 10300 E. Howard Road, Athol, Id. 83801 hereinafter referred to as the "supplying party" and Raymond & Sherry Hughes, who reside at 31884 N. Tiara Lane, Athol, Id. 83801, hereinafter referred to as the "supplied party". Collectively hereinafter referred to as the "parties"

Whereas, the parties have reached an agreement, filed contemporaneously with this agreement, wherein supplied party is subdividing their property into two parcels, conveying half to supplying party as consideration for the agreement herein contained. The legal description of supplied party's property is as follows: Parcel # 015650000040 (Parent) Lot 1, AIN # 216852, Crestwood lot 4, Section 11, Township 53N, Range 03W. B.M., Kootenai County, Idaho hereinafter referred to as Parcel 2;

The legal description of supplying party's property is Parcel # 015650000040, Lot 2, AIN # 216852, Crestwood lot 4, Section 11, Township 53N, Range 03W. B.M., Kootenai County, Idaho hereinafter referred to as Parcel 1;

Whereas neither parcel currently has access to water and the parties have agreed that it is in the best interests of all parties for water access to be made available to both parcels through a well: and

Whereas the parties have received the approval of all relevant governmental entities for the digging of a well and believe the well will be of sufficient capacity to supply the needs of a single family dwelling on each of the parcels described herein with water from the well for all domestic uses of a single family residing thereon; and

Whereas, the parties hereto desire to enter into this agreement for the purpose of reducing to writing their respective rights and obligations pertaining to said well and water distribution system.

RL RL BC BC
RH [Signature] SH [Signature]

NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system situated on Parcel 1 shall be used by the parties to this Agreement, as well as by all future owners and occupants of said Parcels 1 and 2, upon the following terms and conditions:

1. That until this agreement is terminated, as hereinafter provided, the parties hereto (and their heirs successors and assigns, for the exclusive benefit of the respective parcels of said real estate, and for the exclusive use of the households residing thereon) are hereby granted the right in common with the parties to this Agreement to draw water from the well located on parcel 1 for domestic use.

2. The initial costs of digging the well and the cost of the distribution system including well, pumps, pump house, pressure tanks, cisterns if deemed necessary, supplemental pumps if necessary and distribution lines to the two parcels will be paid entirely by the supplying party. These costs solely form the consideration for conveyance of parcel number 1 from the supplied party to the supplying party.

3. Water Line Easement- A blanket easement under, through and across a strip of land fifteen (15) feet in width across Parcel 1 (the center line of which will be the location of the water line once installed), for the placement, maintenance, construction, reconstruction, repair and upkeep of an underground water line leading to the well. Further, each party to this agreement does hereby grant to the other, his heirs, successors and assigns, such easements over, across and through the respective parcels as shall be reasonably necessary for the construction, installation and maintenance of the well, water lines, pumping equipment, pump house, mains electrical wiring and conduit consistent with the purposes of this agreement. Each party shall have the right to enter the property of the other to effect repairs of the respective water system upon reasonable notice if practicable. If notice is not practicable notice is not required. Neither

RL RL BC BC
RH RH SH SH

party shall take any action which hinders or precludes the ability of any other party to this agreement from having access to the easement.

ABANDONMENT OF WELL

A₂ In the event any party ceases using water from the well on a permanent basis and disconnects from the water system, the remaining party shall assume full responsibility for maintenance of the entire system. In such instance the disconnecting party will only be released from its duties hereunder upon recording a notice of termination in the records of Kootenai County, Idaho. Upon so recording the easement associated with the well will be extinguished if the disconnecting party is the supplied party.

If the supplying party chooses to disconnect, the easement will remain in effect to permit the remaining party access to the well and water lines until such time as the remaining party disconnects from the well and terminates the agreement as previously described herein. Further, the electrical cost portion of this agreement will remain in effect to permit well operation.

The costs of disconnecting from the well will be the sole responsibility of the disconnecting party

Should the well previously described in this agreement need to be abandoned due to the well failing to produce or contaminated, all parties will pay for the costs of the existing well to be abandoned and bear the costs of digging a new well. The costs will be borne equally between the parties regardless of previous water usage.

If it is not practicable to dig a new well or in the event that another water source becomes available to the respective parcels then the rights and obligations created by this agreement shall cease and terminate in according with the terms and conditions herein described.

RL	<u>RL</u>	BC	<u>BC</u>
RH	<u>RH</u>	SH	<u>SH</u>

MAINTENANCE FUND

To provide for a maintenance and utility cost fund for the WELL, the parties hereto shall open a checking account at Mountain West Bank, said checking account shall be used to pay for all shared maintenance work and shared utility costs incurred in maintaining, operating and improving the Well.

Each party shall deposit THIRTY FIVE DOLLARS (\$35.00) into the maintenance account on or before the 15th day of each month, beginning on the first full month following the first diversion of water from the WELL.

All repair, maintenance and utility costs of the WELL shall be paid by the funds deposited into said checking account. Funds may only be withdrawn by bank drafts or checks co-signed by both parties.

In the event either party transfers their interest in their respective parcels of real property to a third party, the transferor of the parcel shall no longer be authorized to co-sign for any withdrawal of the maintenance funds. The new owner of the transferred property will be substituted as a co-signer in place of the transferor. The transferor shall not be entitled to any rebate or refund from the maintenance account in this event.

In the event the maintenance fund accrues a cash reserve in excess of \$2500 no further monthly deposits will be required by either party. Monthly deposits shall resume once the maintenance fund cash reserve falls below \$2500.

MAINTENANCE

Damage to the well and or distribution system caused by the conduct of either party, whether intentionally or negligently will be borne entirely by the party who caused it.

Further, it is the sole responsibility of the respective parcel owner to keep maintained and in good repair all water systems located on their respective parcels in order to avoid damage to the well or distribution system or excessive

RL RL BC BC
RH RH SH SH

and unnecessary water waste. Each parcel owner is responsible to maintain all lines and equipment from the previously described respective water meter to their parcel.

The well and its distribution system will be powered by electricity from parcel 1. The cost of electricity will be allocated on a pro-rata usage basis. Supplying party will notify supplied party of electrical usage and costs within 15 days of receiving the monthly bill from the electrical utility. Supplied party will pay the amount due within 10 days of receiving the statement from the supplying party. Supplied party will have the right to audit the statement and it will be the supplying party's obligation to provide proof to justify the amount demanded upon request within a reasonable time. Failure of the supplied party to pay supplying party for two consecutive months will grant supplying party the right to disconnect service without the need for further legal process. Notice of intent to turn off water shall be made, in writing, 10 days in advance of intention to terminate water service. Notice shall be made by U.S. Mail or by personal service. Upon payment, supplying party will immediately turn the water back on. Costs of disconnecting or reconnecting the water service, if any, will be borne by the supplied party. Supplying party will ensure that electricity will remain in service and not be disconnected for non-payment. Should electrical service need to be disconnected for repairs or otherwise supplying party will give notice of the intended to disconnect at least 24 hours in advance if practicable. If not practicable to provide 24 hour notice then as much advance notice as possible shall be given.

It will be the right of either party to effect emergency repairs of well or water distribution system should the need arise. An emergency situation shall be defined as failure of any shared portion of the system to deliver water upon demand. All parties should consult with the other before making such emergency repairs if practicable. If a party is not available to be consulted the acting party should take all reasonable steps to notify the other party of its actions as soon as reasonably possible. In addition acting party should use all reasonable efforts to make emergency repairs in the most cost effective manner possible.

RL  BC 
RH  SH 

Periodic, non-emergency, maintenance should be performed with the consent of all parties. Parties to this agreement shall not unreasonably withhold consent. Should consent be unreasonably withheld the non-consenting party can be held liable for half of any amount not covered by maintenance fund.

PROHIBITED PRACTICES

The parties herein, their heirs, successors and/or assigns will not construct, maintain or suffer to be constructed or maintained upon the said land and within 100 feet of the well herein and described, so long as the same is operated to furnish water for public consumption, any potential source of contamination such as cesspools, sewers, privies, septic tanks, drain fields, manure pile, garbage of any kind or description, barns, chicken houses, rabbit hutches, pigpens or other enclosures or structures for the keeping or maintenance of fowls or animals or storage of liquids or dry chemicals, herbicides or insecticides. The parties will not cross connect any portion or segment of the water system with any other water source without prior written approval of the parties or government agencies as appropriate

RESTRICTION ON FURNISHING WATER TO ADDITIONAL PARTIES

It is further agreed by the parties hereto that they shall not furnish water from the well and water system herein above described to any other persons, properties or dwellings without consent of all other parties to this agreement.

SUBDIVISION OF PARCELS

Parties shall not subdivide parcels in such a manner that impacts the productivity of the jointly owned well, which includes the digging of additional wells on the respective properties that lessens or impacts the productivity of the well which is the subject of this agreement.

RL RL BC BC
RH RH SH SH

HEIRS, SUCCESSORS AND ASSIGNS

The term of this agreement shall be perpetual. These covenants and agreements shall run with the land and shall be binding on all parties having or acquiring any right., title or interest in this land described herein or any part hereof and it shall pass to and be for the benefit of each owner thereof.

SPECIFIC PERFORMANCE

A party shall be entitled to specific performance of the easement and of the covenants and conditions herein.

DISPUTES

Any dispute under this Agreement shall be required to be resolved by binding arbitration with the arbitrator being selected by the parties. If the parties cannot select an arbitrator each of the parties shall select an arbitrator who will then select a third arbitrator who shall settle the dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect

The losing party will be responsible for payment of all arbitration costs and all attorney's fees and litigation costs of the prevailing party

AMENDMENTS

Amendments to this agreement are allowable subject to the agreement of the parties or their heirs, successors or assigns. Said amendments must be in writing a recorded with the Kootenai County Clerk

RL RL BC BC
RH RH SH SH

HEADINGS

All headings in this agreement are for ease of identification only and have no legal significance

CONSTRUCTION

This agreement shall not be construed against the party that drafted it. This agreement shall be construed under the laws of the State of Idaho.

INTEGRATION

This document constitutes the full understanding of the parties and supersedes all other writings and negotiation as it pertains to the shared well and its maintenance

EXECUTION

This document can be executed in counterparts. A Facsimile copy will be deemed as an original

DEFAULT PROVISIONS AND LIEN RIGHTS

In the event either party to this agreement fails to pay their respective costs for the repair, operation or maintenance of the WELL or fail to make the monthly maintenance account deposits, then in that event, their right to use the WELL can be terminated until such time as all costs and expenses have been reimbursed, plus interest at a rate of eighteen percent (18%) per annum to be calculated thirty (30) days after the first written demand for contribution or payment has been made. Furthermore, in the event the nonpayment should continue, a lien is hereby established and the other owner shall have the right to foreclose the lien on the individual tract as a mortgage under the laws of the State of Idaho. Any and all costs and attorney's fees incurred resulting from said default shall be paid by the defaulting party. The defaulting party shall also be responsible for the

RL RL BC BC
RH RH SH SH

payment of all costs and fees incurred through the collection of any delinquent amounts.

ATTORNEY'S FEES

In the event any legal action is necessitated for the enforcement of the terms of this agreement attorney's fees and costs shall be allowed to the prevailing party.

SEVERABILITY CLAUSE

Should any provision of this agreement be declared invalid or in conflict with any applicable law, statute, regulation, or ordinance, the validity of all the other provisions of this agreement shall remain unaffected and in full force and effect.

RI <u>RL</u>	BC <u>BC</u>
RH <u>RH</u>	SH <u>SH</u>

Executed this 9th day of May, 2016 at Athol, Idaho

Supplying Party

Robert Lauer
Robert Lauer

Brenda Christensen
Brenda Christensen

Executed this 9 day of May, 2016 at Athol, Idaho

Supplied Party

Raymond Hughes
Raymond Hughes

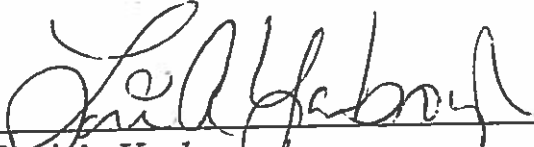
Sherry Hughes
Sherry Hughes

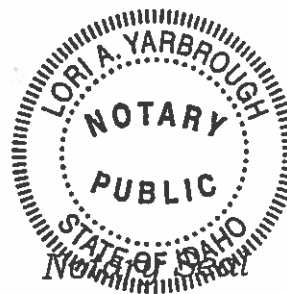
(See attached 4 Notarials)
Jill Farber

RL RL BC BC
RH RA SH SH

State of Idaho
County Of Kootenai

The foregoing instrument was acknowledged before me, a notary public, this 9th day of May, 2016, who is personally appeared Brenda J. Christensen known to me or who has produced satisfactorily proven to me to be the person who name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.


Lori A. Yarbrough,
Idaho Notary Public



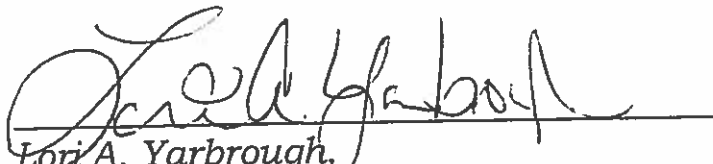
Residing at: Athol
Commission Expiration 10-2-2020

Item Attached:

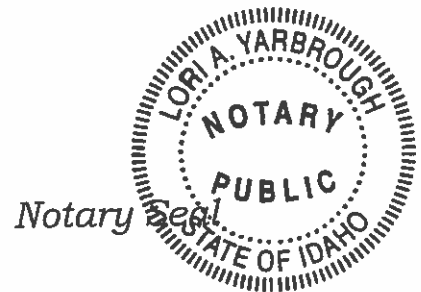
Shared Well & Maint Agreement

State of Idaho
County Of Kootenai

The foregoing instrument was acknowledged before me, a notary public, this
9th day of May, 2016, who is personally appeared
Robert J. Lauer, known to me or who has produced satisfactorily
proven to me to be the person who name is subscribed to the within instrument,
and acknowledged that he/she executed the same for the purposes therein
contained.


Lori A. Yarbrough,
Idaho Notary Public

Residing at: Athol
Commission Expiration 10-2-2020

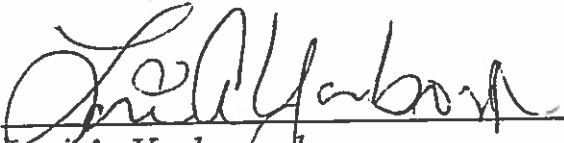


Item Attached:

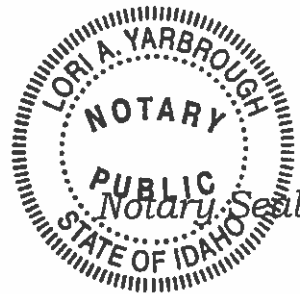
Shared Well + Maint. Agreement

State of Idaho
County Of Kootenai

The foregoing instrument was acknowledged before me, a notary public, this 9th day of May, 2016, who is personally appeared Raymond C Hughes, known to me or who has produced satisfactorily proven to me to be the person who name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.


Lori A. Yarbrough,
Idaho Notary Public

Residing at: Athol
Commission Expiration 10-2-2020

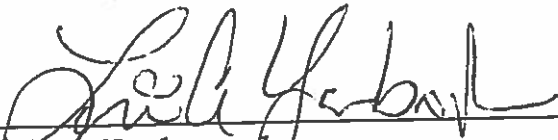


Item Attached:

Shared Well + Maint. Agreement

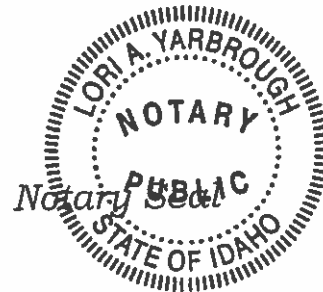
State of Idaho
County Of Kootenai

The foregoing instrument was acknowledged before me, a notary public, this
9th day of May, 2016, who is personally appeared
Sherry L. Hughes, known to me or who has produced satisfactorily
proven to me to be the person who name is subscribed to the within instrument,
and acknowledged that he/she executed the same for the purposes therein
contained.



Lori A. Yarbrough
Idaho Notary Public

Residing at: Athol
Commission Expiration 10-2-2020



Item Attached:

Shared Well + Maint Agreement

WARRANTY DEED

For Value Received

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto
Robert Laner and Brenda Christensen

whose address is: 10300 E Howard rd, Athol, ID, 83801

Hereinafter called the Grantee, the following described premises situated in Kootenai County, Idaho, to-wit:

Parcel # 015650000040, Lot 2, AIN # 216852
Crestwood lot 4, Section 11, Township 53N,
Range 03W B.M., Kootenai County, Idaho

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: May 9, 2016

Raymond C. Hughes
Sherry L. Hughes

STATE OF Idaho

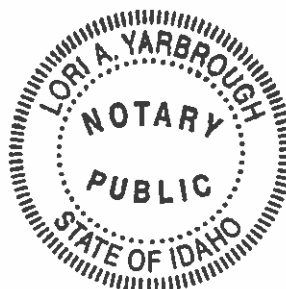
COUNTY OF Kootenai

)ss.

On this 9 day of May 2016, before me, the undersigned, personally appeared Raymond C. Hughes + Sherry L. Hughes, known or identified to me, to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

Lori A. Yarbrough
Notary Public of
Residing at: Athol
Commission Expires:

10-2-2020



Ball, Dianne

From: Ball, Dianne
Sent: Friday, July 01, 2016 12:35 PM
To: Legal Notices-CdA Press; Legal Notices BCDB & CDA - Holly Fredericks (hfredericks@cdapress.com)
Cc: Frederick, Adam; Case, Morgan
Subject: Application for Permit No. 94-9482, 95-17161, 95-17167, 95-17168, 95-17169, 95-17170
Attachments: LegalNotice 07-01-16 CDA e-mail 94-9482, 95-17161, 67, 68, 69, 70.doc

An a

Good afternoon, Holly,

Please publish the attached legal notice in the Coeur d'Alene Press on the dates indicated, July 7 and 14, 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.

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 7/25/2016. Your cooperation is always appreciated.

Holly, it's a pleasure to work with you, and thanks for all your efforts in helping get our legals published correctly.

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:

94-9482

J EDWARD SHORT

PO BOX 2728

COEUR D ALENE, ID 83816

Point of Diversion L5(SESW) S32 T49N R01E KOOTENAI County

Source COEUR D ALENE RIVER tributary COEUR D ALENE LAKE

Use: IRRIGATION 03/15 to 10/31 0.03 CFS

Total Diversion: 0.03 CFS

Date Filed: 5/20/2016

Place of Use: IRRIGATION T49N R01E S32 L5(SESW)

Total Acres: 1

95-17161

REBECCA KARVONEN

10997 W THOMPSON RD

COEUR D ALENE, ID 83814

Point of Diversion SESW S26 T50N R05W KOOTENAI County

Source(2) NORTH FORK COUGAR CREEK tributary COUGAR CREEK

Use: FIRE PROTECTION STORAGE 01/01 to 12/31 0.6 AF

Use: IRRIGATION from STORAGE 03/15 to 11/15 6.9 AF

Use: IRRIGATION STORAGE 01/01 to 12/31 7.5 AF

Use: RECREATION STORAGE 01/01 to 12/31 0.6 AF

Use: STOCKWATER from STORAGE 01/01 to 12/31 0.2 AF

Use: STOCKWATER STORAGE 01/01 to 12/31 0.8 AF

Use WILDLIFE STORAGE 01/01 to 12/31 0.6 AF

Total Diversion: 7.7 AF

Date Filed: 5/11/2016

Place of Use: STOCKWATER STORAGE, STOCKWATER FROM STORAGE, FIRE PROTECTION STORAGE, WILDLIFE STORAGE, RECREATION STORAGE, IRRIGATION FROM STORAGE, IRRIGATION STORAGE - T50N R05W S26 SWSW SESW

Irrigation Total Acres: 2.3

Stockwater use is for 12 head of mixed stock.

Recreation use is for swimming

95-17167

CHRISTINE QUARTIN

212 W IRONWOOD DR STE 281

COEUR D ALENE, ID 83814

Point of Diversion L1(NENW) S31 T49N R03W KOOTENAI County

Source COEUR D ALENE LAKE tributary SPOKANE RIVER

Use: DOMESTIC 01/01 to 12/31 0.04 CFS

Total Diversion: 0.04 CFS

Date Filed: 5/18/2016

Place of Use: DOMESTIC T49N R03W S31 L1(NENW)

Domestic use is for 1 home with up to 1/2 acre of irrigation.

95-17168

JERRY JOHN And/Or

RENATE JOHN

3215 E FRENCH GULCH RD

COEUR D ALENE, ID 83814

Point of Diversion NENE S18 T50N R03W KOOTENAI County

Source FRENCH GULCH CREEK tributary SINKS

Use: IRRIGATION 03/15 to 11/15 0.02 CFS

Use: STOCKWATER 01/01 to 12/31 0.02 CFS

Total Diversion: 0.04 CFS

Date Filed: 5/20/2016

Place of Use: IRRIGATION T50N R03W S18 NENE

Place of Use: STOCKWATER same as IRRIGATION

Total Acres: 0.5

Stockwater use is for 1 horse and 15 chickens.

95-17169

RAYMOND HUGHES
SHERRY HUGHES
31884 N TIARA LN
ATHOL, ID 83801

Point of Diversion NENE S11 T53N R03W KOOTENAI County
Source GROUND WATER

Use: DOMESTIC 01/01 to 12/31 0.04 CFS
Total Diversion: 0.04 CFS

Date Filed: 5/27/2016

Place of Use: DOMESTIC T53N R03W S11 NENE

Domestic use is for 1 home and up to 1/2 acre irrigation.

95-17170

ROBERT J LAUER
BRENDA J CHRISTENSEN
31780 N TIARA LN
ATHOL, ID 83801

Point of Diversion NENE S11 T53N R03W KOOTENAI County
Source GROUND WATER

Use: DOMESTIC 01/01 to 12/31 0.04 CFS
Total Diversion: 0.04 CFS

Date Filed: 5/27/2016

Place of Use: DOMESTIC T53N R03W S11 NENE

Domestic use is for 1 home and up to 1/2 acre irrigation.

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 7/25/2016. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 7/7/2016 and 7/14/2016



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 1, 2016

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

ROBERT J LAUER
BRENDA J CHRISTENSEN
31780 N TIARA LN
ATHOL, ID 83801

Application For Permit No. 95-17170

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 7/7/2016 and 7/14/2016. 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