

80846

Ident. No.

91-7918

RECEIVED

APR 15 2016

IDWR / NORTH

RECEIVED

APR 25 2016

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

1. Name of applicant(s) IDWR / NORTH PAUL Clutter, LLC Phone 208-661-4507
Name connector (check one): ☐ and ☐ or ☐ and/or

Mailing address 5079 N Pinegrove Dr City Coeur d'Alene
State ID Zip 83815 Email Capaulinator@hotmail.com JC 4/15/16

2. Source of water supply ST. JOE River which is a tributary of CDA, Spokane Lake Coeur d'Alene
3. Location of point(s) of diversion: JC 4/15/16

TWP	RGE	SEC	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
46N	01W	15	2		NW	SW	Beneviah	St. Joe River	

4. Water will be used for the following purposes:
Amount 20.04 cfs for irrigation Domestic purposes from 01-01 to 12-31 (both dates inclusive)
(cfs or acre-feet per year) JC 4/15/16
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) 20.04 cfs cubic feet per second (cfs) and/or (b) _____ acre feet per year (af). JC 4/15/16

6. Proposed diverting works:

a. Describe type and size of devices used to divert water from the source. Submersible irrigation pump to 1 1/2 pipe to water recreation lot < 1/2 acre. less than 1/2 acre. 3/4 HP JC 4/15/16

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? _____; 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 JC 4/15/16 one recreational RV/campsite
e. Other; describe fully. _____ JC 4/22/16

APR 15 2016

8. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

IDWR / NORTH

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	
46N	01W	15										D							
												60							

Total number of acres to be irrigated: 15

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?

N/A

10. a. Who owns the property at the point of diversion? Capaul - Clutter, LLC Idaho Department of Lands
 b. Who owns the land to be irrigated or place of use? Capaul - Clutter, LLC 4/15/16
 c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing:

N/A

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

We are looking to put in a small irrigation system to water the lawn on our recreational lot. The lot is .8 acres and is seasonal. Area irrigated will be less than 1/2 acre. Pump may be used outside irrigation season for misc. domestic purposes. 4/15/16

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

13. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8 1/2" 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

Justin Capaul
 Print Name (and title, if applicable)

Signature of Applicant

Rick Clutter
 Print Name (and title, if applicable)

For Department Use:

Received by dm Date 04-15-2016 Time 2:57 PM Preliminary check by
 Fee \$ 100.00 Received by dm Receipt No. N031841 Date 4/15/16

State of Idaho
Department of Water Resources

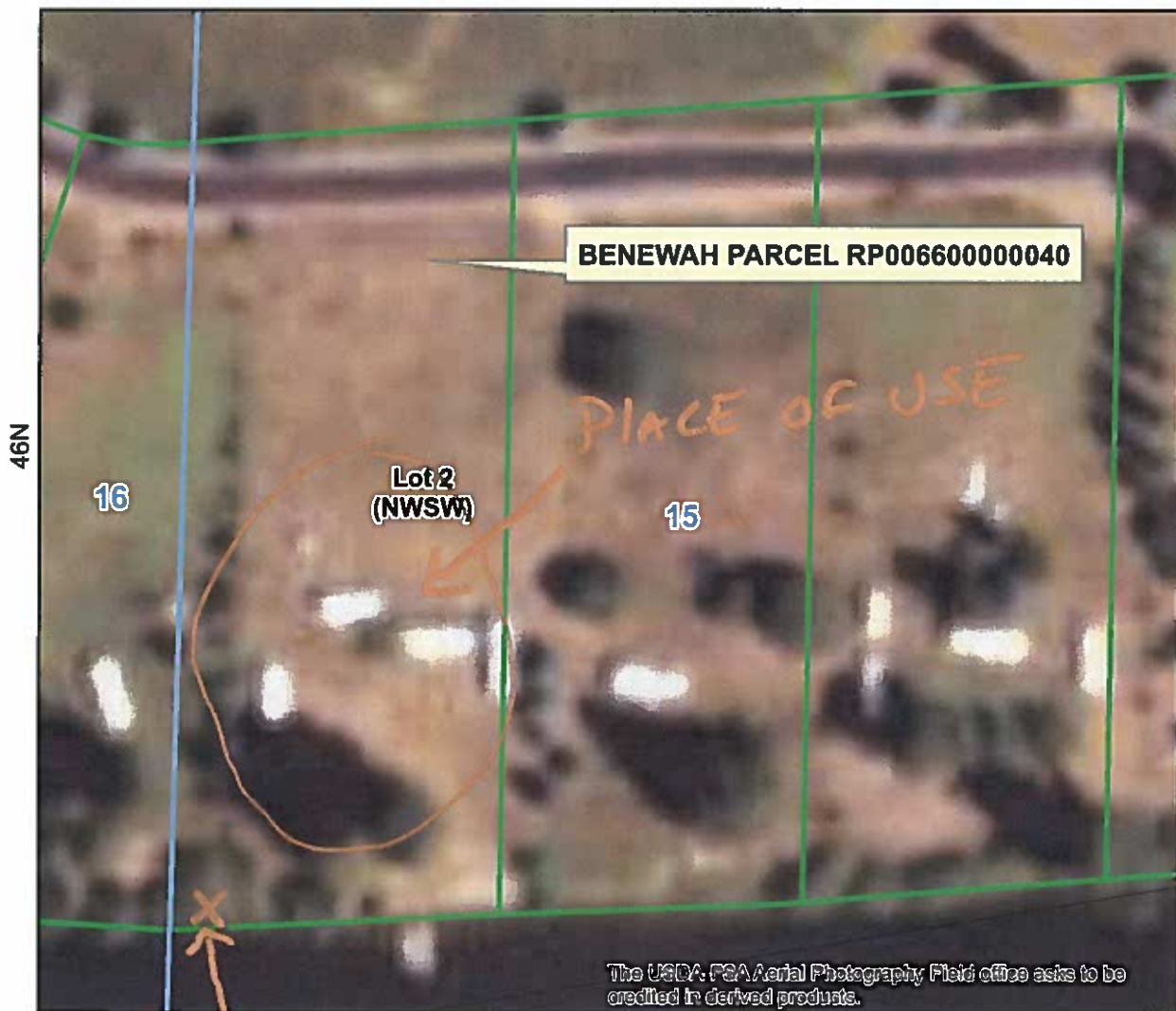
Application For Permit to Appropriate Water
91-XXXXX

RECEIVED

APR 15 2016

IDWR / NORTH

01W



Pump location

-  PLS Sections
-  Taxlots

0 0.0075 0.015 0.03 Miles



Identify [X]

Identify from: Taxlots

Taxlots
REYNOLDS, JAMES R & REBECCA B

Location: 2,314,306.010 1,795,179.814 Meters

Field	Value
ID	5599891
UPDATED	7/13/2015
PIN	RP006600000040
OWNER	REYNOLDS, JAMES R & REBECCA B
ADDRESS1	13325 W BIGGS RD
ADDRESS2	
CITY	RATHDRUM
STATE	ID
ZIPCODE	83858
P_ADDRESS	321 CEDAR GROVE LANE
P_ZIPCODE	83861
SUB_NAME	CEDAR GROVE
LEGAL1	CEDAR GROVE
LEGAL2	LOT 4
LEGAL3	
LEGAL4	
LEGAL5	
LEGAL6	<null>
ACRES	0.9
COUNTY	Benewah

Identified 1 feature

RECEIVED

APR 15 2016

IDWR / NORTH

APR 15 2016

IDWR / NORTH

PURCHASE AND SALE AGREEMENT



- 1 (a) BUYER NAME(s): CAPPAUL - Clutter LLC
- 2 (b) SELLER NAME(s): James R. Reynolds, Ralph E. Parsons, Dean O. Parsons, Douglas A. Reed
Rebecca B. Reynolds, Dawnelle K. Parsons, Orlene Reynolds, Joycel E. Reed
- 3 (c) PROPERTY ADDRESS and/or DESCRIPTION: Buyer agrees to purchase and Seller agrees to sell the real property identified as:
 4 lot 4 Cedar Grove, St. Marie, ID 83801
 5 lot 4, Benewah County, Tennessee.
- 6 (d) PURCHASE PRICE: \$ 105,000 Dollars,
 7 to be paid in cash or equivalent good funds at closing.
- 8 (e) EARNEST MONEY: \$ N/A valid check or money order payable to Escrow Agent: _____
 9 _____, whose address is: _____
 10 will be promptly delivered to Escrow Agent no later than 5:00 PM, three (3) calendar days after the Acceptance Date.
- 11 (f) CLOSING, EXPIRATION, & POSSESSION DATE: May 11th 2015. This is the date that the sale will
 12 be closed, or this Agreement will expire on this date at 11:59 PM. If this is not a business day, this date will be extended to the
 13 next business day. Any other change in this date must be agreed to in writing by all parties. Possession of the entire property will
 14 be given to the Buyer at the time of closing, unless a different time of possession is agreed to in a separate Occupancy Agreement.
- 15 (g) ITEMS INCLUDED OR EXCLUDED: Included, if present, as part of the property sale: all real estate, buildings,
 16 improvements, appurtenances (rights and privileges), and fixtures. Fixtures include all things which are attached to the
 17 structure(s) by nails, screws, or other permanent fasteners, including, but not limited to all of the following, if present:
 18 attached light fixtures and bulbs, ceiling fans, attached mirrors; heating and cooling equipment and thermostats; plumbing
 19 fixtures and equipment; all doors and storm doors; all windows, screens, and storm windows; all window treatments
 20 (draperies, curtains, blinds, shades, etc.) and hardware; all wall-to-wall carpet; all built-in kitchen appliances and stove; all
 21 bathroom fixtures; gas logs, fireplace doors and attached screens; all security system components and controls; garage door
 22 openers and all remote controls; swimming pool and its equipment; awnings; permanently installed outdoor cooking grills;
 23 all fencing, landscaping and outdoor lighting; and mail boxes.
 24 Other items included in the sale: Porta Potty, Storage shed, Swing set
 25 _____
 26 _____
- 27 Items that are not included in the sale: _____
 28 Leased items: _____
- 29 (h) CLOSING COSTS: Unless otherwise stated in Special Stipulations or Addenda, closing costs are to be paid as follows:
 30 Seller must pay all Seller's existing loans, liens and related costs affecting the sale of the property, Seller's settlement fees,
 31 real estate commissions, the balance on any leased items that remain with the property, and a title Insurance policy with
 32 Buyer to receive benefit of simultaneous issue. Any existing rental or lease deposits must be transferred to Buyer at closing.
 33 Buyer must pay transfer taxes, deed and deed of trust recording fees, association transfer fees, hazard and any other
 34 required insurance, Buyer's settlement fees, and all Buyer's loan related or lender required expenses.
- 35 (i) PRORATIONS, TAXES & ASSESSMENTS: The current year's property taxes, any existing tenant leases or rents,
 36 association or maintenance fees, (and if applicable, any remaining fuel), will be prorated as of the date of closing. Taxes for
 37 prior years and any special assessments approved before date of closing must be paid by Seller at or before closing. If
 38 applicable, roll back taxes or any tax or assessment that cannot be determined by closing date should be addressed in
 39 Special Stipulations or Addenda and will survive the closing.
- 40 (j) HOME PROTECTION PLANS: Home Protection plans available for purchase are waived, unless addressed in Special
 41 Stipulations. Buyer and Seller understand that an administrative fee may be paid to the Real Estate Company if plan is purchased.
- 42 (k) SPECIAL STIPULATIONS: The following special stipulations, if in conflict with any language contained within the 3 pages of
 43 this Purchase and Sale Agreement, will control:
 44 All Sellers Agree to Addendum 1 for disbursement of proceeds from sale.
 45 Title Escrow Fees to be divided equally between
 46 Buyers and Sellers.
 47 _____
 48 _____
 49 closing to be at First American Title
 50 _____
- 51 (l) TIME IS OF THE ESSENCE: The failure to meet specified time limits will be grounds for canceling this Agreement.
- 52 (m) FAIR HOUSING AND EQUAL OPPORTUNITY: This Property is being sold without regard to race, color, sex,
 53 religion, disability, marital status, family status, sexual orientation, age, ancestry, or national origin.

APR 15 2016

IDWR / NORTH

- (n) **LOAN AND APPRAISAL CONTINGENCIES:** This *Agreement* is contingent on Buyer obtaining loan(s) of Buyer's choice. Buyer must deliver to Seller no later than 5:00 PM, ten (10) calendar days after the Acceptance Date a lender's conditional commitment letter proving that: loan application has been made; appraisal has been ordered; loan is not contingent on the sale of any other property (unless otherwise stated in *Agreement*); Buyer has necessary cash reserves; and providing reasonable assurance of Buyer's ability to obtain loan with rates, terms, payments and conditions acceptable to Buyer. Failure to timely provide commitment letter will be grounds for Seller to cancel this *Agreement* by delivering written Notice to Buyer, and all Earnest Money must be refunded to Buyer. *VA/FHA Loan Addendum* must be attached if Buyer seeks VA or FHA loan. If loan contingency is waived, Buyer must deliver proof of adequate funds within time period on Line 55.
- Appraisal Contingency** - this *Agreement* is also contingent on the appraisal value equaling or exceeding the purchase price. If any repairs are required by the lender, Buyer must deliver to Seller a written list of lender required repairs. Seller must deliver to Buyer, no later than 5:00 PM, three (3) calendar days after receiving the repair list, a written Notice stating whether or not Seller will complete the repairs before closing at Seller's expense. If Seller does not agree to perform such repairs, or does not reply within the time limit, this *Agreement* will cancel and all Earnest Money must be refunded to Buyer [see exception in (p)]. If, at anytime, the loan or appraisal contingency is not satisfied, Buyer may cancel this *Agreement* by delivering to Seller a written Notice of Cancellation, along with supporting documentation, and all Earnest Money must be refunded to Buyer.
- (o) **INSPECTION CONTINGENCY AND DUE DILIGENCE PERIOD:** This *Agreement* is contingent on Buyer's satisfaction with all property inspections and investigations. Buyer may use any inspectors of Buyer's choice, at Buyer's expense. Seller must permit Buyer, and Buyer's representatives and inspectors, reasonable access for inspections, with all utilities in service at Seller's expense. Buyer assumes all liability for any damage or loss caused by Buyer's or Buyer representatives' inspections or investigations of the property.
- Due Diligence Period:** All inspections and investigations must be completed with response to Seller no later than 5:00 PM, ten (10) calendar days after the Acceptance Date. During this due diligence period Buyer is strongly advised to:
- (A) have a professional home inspection conducted by a licensed home inspector (at Buyer's expense), AND
 - (B) have a wood destroying insect inspection conducted by a licensed pest inspector (at Buyer's expense), AND
 - (C) investigate all matters itemized in the *Advisory to Buyers and Sellers* (which is an Addendum to this *Agreement*), AND
 - (D) perform any additional inspections and investigations desired, and verify any other matters of concern to the Buyer, AND
 - (E) if applicable, obtain a septic system inspection letter (available for a fee at TN Dept of Environment and Conservation).
- Inspection Contingency Resolution:** If Buyer is satisfied with all inspections and investigations, Buyer may deliver to Seller a Notice of Release of inspection contingency. If for any reason Buyer is not satisfied with the results of any inspection or investigation, the Buyer must, within the Due Diligence Period (Lines 74-75), deliver to Seller either:
- (1) a written Notice of Cancellation, canceling this *Agreement*, and all Earnest Money must be refunded to Buyer, OR
 - (2) a written Inspection Contingency Removal Proposal. If Seller rejects Buyer's Proposal (or Counterproposal) by delivering a Notice of Rejection to Buyer, or if any Counterproposal is rejected by either party, or if a time limit for a written response to such is exceeded, this *Agreement* will cancel and all Earnest Money must be refunded to Buyer [see exception in (p)].
- Any Proposal, Counterproposal, Notice of Rejection, or Notice of Release of inspection contingency must be in writing.
 - Any Proposal or Counterproposal must contain a time limit for responding (that is, an expiration date & time).
- If it is discovered during the Due Diligence Period that any permanent structure on the property has an active wood destroying insect infestation, the Seller, upon Buyer's request, must professionally treat infestation before closing at Seller's expense. Repair of any damage from wood destroying insects must be negotiated in the Inspection Contingency Removal Proposal.
- CAUTION TO BUYER:** Failure to deliver to the Seller either a written Notice of Release or Notice of Cancellation, or a written Inspection Contingency Removal Proposal within the Due Diligence Period described on Lines 74-75 will be considered to be an acceptance of the property "as is," and the Inspection Contingency will be satisfied and no longer a part of this *Agreement*.
- (p) **BUYER'S RIGHT TO REINSTATE:** If Seller refuses to complete the lender required repairs (Lines 63-66), or cancels this *Agreement* by rejecting an Inspection Contingency Removal Proposal (Lines 85-89), Buyer has the right to reinstate the *Agreement* by delivering to Seller a Notice stating that the Buyer will accept the property in its present "as is" condition. Buyer's Notice must be delivered to Seller no later than 5:00 PM, three (3) calendar days after the delivery of Seller's Notice of rejection, or if Seller has failed to respond, no later than 5:00 PM, three (3) calendar days after the Seller's deadline to reply.
- (q) **FINAL INSPECTION & RISK OF LOSS:** Buyer has the right and responsibility to perform a final inspection before closing to determine that the property is in the same condition, other than ordinary wear, as when the *Agreement* was accepted (with Seller having responsibility to correct), and to see that any repairs agreed to be performed by Seller have been completed. Buyer may use inspectors. All utilities must be in service at Seller's expense. The closing of the sale confirms Buyer's acceptance of property condition. Seller is responsible for any loss or damage to the property before closing.
- (r) **DISBURSEMENT OF EARNEST MONEY, AND ADEQUATE CONSIDERATION:** The Earnest Money will be applied towards the purchase price at closing. If any contingencies or conditions of this *Agreement* are not met and the *Agreement* is cancelled, all Earnest Money must be refunded to Buyer. If Seller fails to perform any obligation under this *Agreement*, all Earnest Money must be refunded to Buyer. If required, the Escrow Agent may file an interpleader action in a court of law, and recover expenses and reasonable attorney's fees, and will have no further liability as Escrow Agent. All parties acknowledge that the consideration given, including the promises exchanged, the time limitations imposed, and the notifications required, is sufficient and adequate in exchange for the Buyer's right to legally, properly, and in good faith cancel, reinstate or extend this *Agreement* in accordance with the other terms of this *Agreement*.

APR 15 2016

IDWR/ NORTH

(s) **TITLE, DEED, & SELLER REPRESENTATIONS:** Seller will convey to Buyer good and marketable title to the property by a valid general warranty deed. Seller, at Seller's expense, agrees to furnish Buyer at closing a title insurance policy. Title policy will be issued by company acceptable to Buyer and Buyer's lender. Buyer will receive benefit of simultaneous issue. Seller represents to the best of Seller's knowledge, unless otherwise disclosed, that: property is not in a Special Flood Hazard Area or floodplain; there are no violations of building, zoning or fire codes; there are no encroachments or violations of setback lines, easements or property boundary lines; and there are no boundary line disputes. If at anytime the title examination, mortgage loan inspection, survey, or other information discloses any such defects, or if the Buyer discovers that any representation in this Agreement is in fact untrue, Buyer may, by delivering written Notice to Seller, either (1) accept the Property with the defects, OR (2) cancel this Agreement and all Earnest Money must be refunded to Buyer, OR (3) Buyer may extend the closing date by up to 3 calendar days to perform additional due diligence, retaining the right to exercise option (1) or (2) above.

(i) **DEFAULT OR BREACH:** If either party fails to perform any obligation under this Agreement, the other party may do any or all of the following: (1) cancel the Agreement (2) sue for specific performance, (3) sue for actual and compensatory damages. Legal counsel is strongly recommended in such circumstances.

(u) **REAL ESTATE COMMISSIONS:** Seller authorizes closing company to debit Seller and pay commissions as follows at closing:
 Real Estate Firm Name: N/A will receive _____ % of the purchase price.
 Licensee's Name and Contact Information: _____
 Other Real Estate Firm Name (if any): N/A will receive _____ % of the purchase price.
 Other Licensee's Name (if any) and Contact Information: _____

(v) **ADDENDA, ATTACHMENTS, EXHIBITS, DISCLAIMERS, AND DISCLOSURES** (included if marked below):

- ☒ Confirmation of Agency Status (required with all Purchase and Sale Agreements)
☒ Advisory to Buyers and Sellers, or TAR Disclaimer Notice (required with all Purchase and Sale Agreements)
☐ Lead-Based Paint Disclosure (required for housing constructed before 1978)
☐ Personal Interest Disclosure & Consent (required if a Licensee has a personal interest, may be included in Confirmation of Agency)
☐ Occupancy Agreement (required if possession is other than the time of closing)
☐ VA/FHA Loan Addendum (required if sale involves VA or FHA loan)
☐ Impact Fees or Adequate Facilities Taxes Disclosure (required if sale is residential new construction)
☐ Subsurface Sewage Disposal System Permit Disclosure (required for newly constructed residential property with septic system)
☐ Addendum (extra page for additional Special Stipulations, if needed)
☐ Other: _____

And one of the following three is required with all residential Purchase and Sale Agreements:

- ☐ Tennessee Residential Property Condition Disclosure, OR
☐ Tennessee Residential Property Condition Exemption Notification, OR
☐ Tennessee Residential Property Condition Disclaimer Statement

(w) **METHOD OF EXECUTION AND DELIVERY:** Signatures and initials transmitted by fax, photocopy, or digital signature methods will be acceptable and treated as originals. This Agreement constitutes the sole and entire agreement between the parties. No verbal agreements, representations, promises, or modifications of this Agreement will be binding unless agreed to in writing by all parties. Delivery will be considered to have been completed as of the date and time a document is either (1) delivered in person, OR (2) transmitted by fax, OR (3) transmitted by email. Delivery of documents to the real estate Licensee assisting a party as that party's agent or facilitator (or to that Licensee's Broker) will be considered to be Delivery to that party.

(x) **ACCEPTANCE DATE AND BINDING CONTRACT:** The Acceptance Date will be the date of full execution (signing) of this Agreement by all parties, that is, the date one party accepts all the terms of the other party's written and signed Offer or Counteroffer, evidenced by the accepting party's signature and date on the Offer or Counteroffer. The Acceptance must be promptly communicated (by any reasonable and usual mode) to the other party, thereby making this Agreement a legally Binding Contract. Communications to the real estate Licensee assisting a party as that party's agent or facilitator (or to that Licensee's Broker) will be considered to be communication to that party. True executed copies of the Contract must be promptly delivered to all parties.

(y) **OFFER EXPIRATION DATE & TIME:** _____. If not Accepted by this date & time (or if blank, by the date and time on Lines 11-13), this Offer will expire. However, at any time before the other party's communication of Acceptance, the party making the Offer may withdraw the Offer by communicating the withdrawal to the other party, and confirm the withdrawal by the prompt delivery of a written Notice of Withdrawal.

Buyer makes this Offer. Robert L. Smith 4/18/15 Chlorine Cagel 4-18-15
Bob Smith 4/18/15 Chlorine Cagel 4-18-15
 Buyer Signature Date & Time Buyer Signature Date & Time

This Offer is: ☐ Accepted ☐ Rejected ☐ Countered on this form ☐ Countered on a separate Counteroffer form
James R. Reynolds 4/18/15 Chlorine Cagel 4/21/15
Chlorine B. Reynolds 4/18/15 Chlorine Cagel 4/21/15
 Seller Signature Date & Time Seller Signature Date & Time

Chlorine Cagel 4/21/15 James R. Reynolds 4/18/15
Chlorine Cagel 4/21/15 James R. Reynolds 4/18/15
 Seller Signature Date Seller Signature Date

Addendum I

RECEIVED

APR 15 2016

IDWR / NORTH

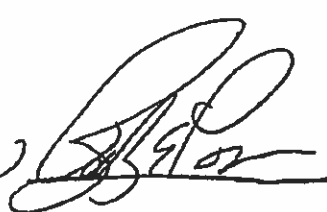
Sellers will receive from Sale
of Lot 4 Cedar Grove, St. Maries,
Id 83861 as follows

1) James R + Rebecca B Reynolds
\$ 24, 625.50

2) Ralph E + Dawnelle K Parsons
\$ 27, 500. 00

3) Dean O + Orlene Reynolds Peterson
\$ 27, 500. 00

4) Douglas A + Joyce I. Reed
\$ 24, 625.50

~~James R. Reynolds~~ ~~Rebecca B Reynolds~~ ~~Dawnelle K Parsons~~ 
~~Dean O. Peterson~~ ~~Orlene Reynolds Peterson~~ ~~Douglas A. Reed~~ ~~Joyce I. Reed~~

Buyers agree to pay a
flat fee of \$ 900.00
toward Closing.

RECEIVED
APR 15 2016
DWR / NORTH
RECEIVED
APR 15 2016
DWR / NORTH

Sellers Jim + Rebecca Reynolds
& Doug + Joyce Reed agree
to pay the excess of
the closing costs.

James R. Reynolds

Rebecca B. Reynolds

Doug Reed

Joyce D. Reed

80846

Ident. No. 91-7918
RECEIVED

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

APR 15 2016

IDWR / NORTH

1. Name of applicant(s) CAPPAUL - Clutter, LLC Phone 208-661-6507
Name connector (check one): ☐ and ☐ or ☐ and/or

Mailing address 5079 N Pinegrove Dr City Coeur d'Alene
State ID Zip 83815 Email Capaulinator@hotmail.com JC 4/15/16

2. Source of water supply ST. JOE River which is a tributary of CDA Spokane Lake Coeur d'Alene
3. Location of point(s) of diversion: JR 4/15/16

TWP	RGE	SEC	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
46N	01W	15	2		NW	SW	Beneviah	St. Joe River	

4. Water will be used for the following purposes:
Amount 20 cfs for irrigation Domestic purposes from May 1 to Sept 30 (both dates inclusive)
(cfs or acre-feet per year) JC 4/15/16

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) 20 cfs cubic feet per second (cfs) and/or (b) _____ acre feet per year (af). JC 4/15/16

6. Proposed diverting works:

a. Describe type and size of devices used to divert water from the source. Submersible irrigation pump to 1 1/2 pipe to water recreation lot less than 1/2 acre. 3/4 HP JC 4/15/16

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? _____; 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 JC 4/15/16

e. Other; describe fully. _____

SUPERSEDED

APR 15 2016

8. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

IDWR / NORTH

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	
46N	01W	15									D								
											60								

Total number of acres to be irrigated: 5.5
4/15/16

SUPERSEDED

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?

N/A10. a. Who owns the property at the point of diversion? Capaul - Clutter, LLC Idaho Department of Lands
b. Who owns the land to be irrigated or place of use? Capaul - Clutter, LLC IC 4/15/16
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing:N/A

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

We are looking to put in a small irrigation system to water the lawn on our recreational lot. The lot is .8 acres and is seasonal. Area irrigated will be less than 1/2 acre. Pump may be used outside irrigation season for misc. domestic purposes. IC 4/15/1612. Time required for completion of works and application of water to proposed beneficial use is 1 year (minimum 1 year).

13. MAP OF PROPOSED PROJECT REQUIRED - Attach an 8 1/2" 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]
Signature of ApplicantJustin Capaul
Print Name (and title, if applicable)[Signature]
Signature of ApplicantRick Clutter
Print Name (and title, if applicable)

For Department Use:

Received by dm Date 04-15-2016 Time 2:57 PM Preliminary check by
Fee \$ 100.00 Received by [Signature] Receipt No. N031841 Date 4/15/16

State of Idaho
Department of Water Resources

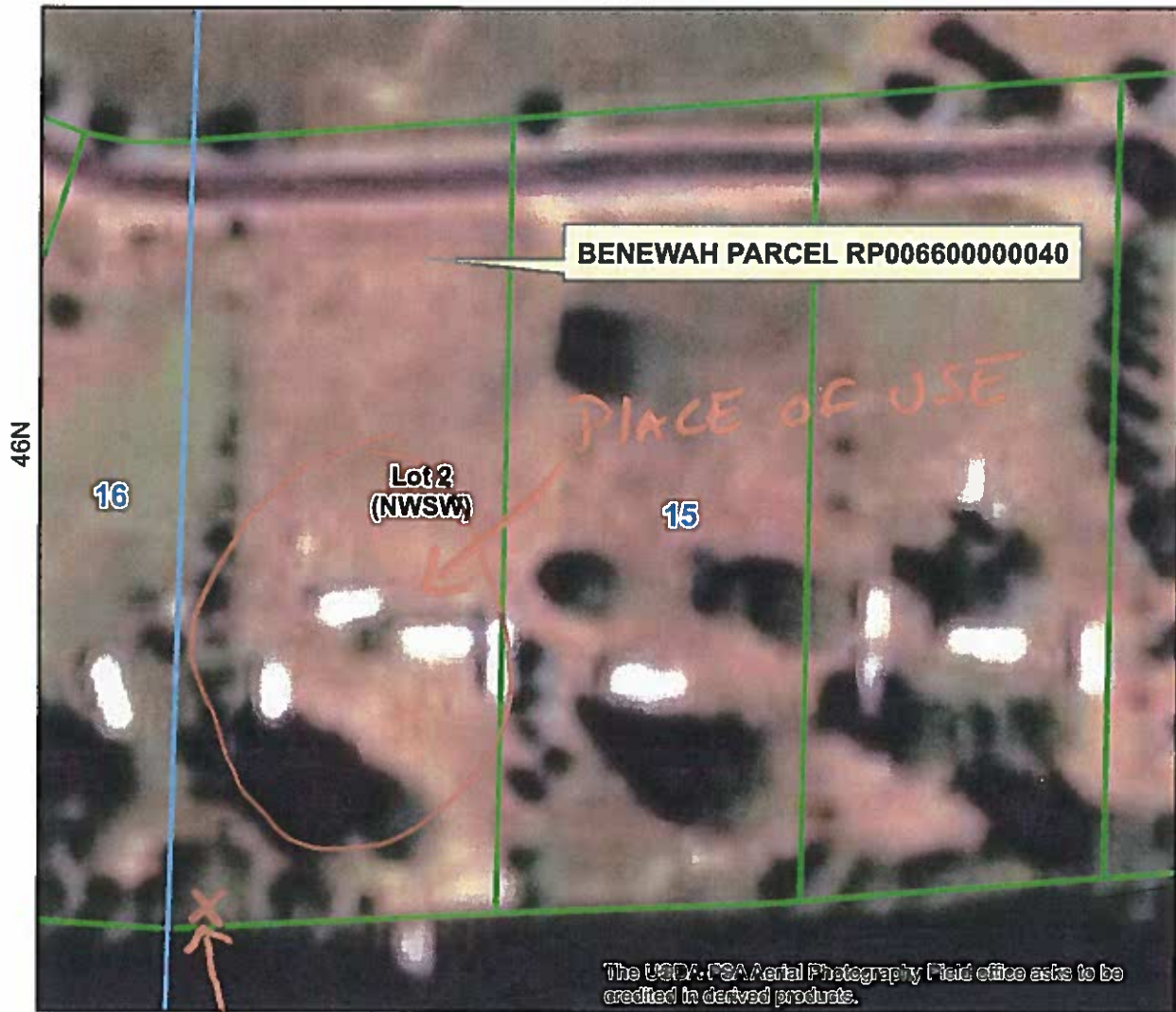
Application For Permit to Appropriate Water
91-XXXXX

RECEIVED

APR 15 2016

IDWR / NORTH

01W



Pump location

0 0.0075 0.015 0.03 Miles

- PLS Sections
- Taxlots



Ball, Dianne

From: Ball, Dianne
Sent: Thursday, May 26, 2016 2:55 PM
To: Legal Notices-SMGazette Benewah Co (bri@smgazette.com)
Cc: Maxey, Shaun; Case, Morgan
Subject: Application for Permit No. 91-7918
Attachments: LegalNotice 05-26-16 SM e-mail 91-7918.doc

Good afternoon, Bri,

Please publish the enclosed legal notice on the dates indicated, June 1 and 8, 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, 8.5 pt, Utopia 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 6/20/2016. Your cooperation is appreciated.

It's always a pleasure to work with you, and thanks for all your great help.

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:

91-7918

CAPAUIL-CLUTTER LLC
5079 N PINEGROVE DR
COEUR D ALENE, ID 83815
Point of Diversion L2(NWSW) S15 T46N R01W BENEWAH
CO

Source ST JOE RIVER tributary COEUR D ALENE LAKE

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

Total Diversion: 0.04 CFS

Date Filed: 4/15/2016

Place of Use: DOMESTIC T46N R01W S15 L2(NWSW)

Domestic use is for 1 RV/Recreational Campsite with 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/WRApplcationResults/>.

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 6/20/2016. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 6/1/2016 and 6/8/2016

Ball, Dianne

From: Ball, Dianne
Sent: Thursday, May 26, 2016 3:16 PM
To: kiira.siitari@idfg.idaho.gov; Richard Furman rfurman@idl.idaho.gov
Subject: RE: Application for Permit No. 91-7918
Attachments: 91-7918-Amended-app-and-map.pdf

Dear Kiira and Richard :

The Department of Water Resources is seeking written comment and/or recommendations from your agency regarding the above referenced water right application. A copy of the application is enclosed for your reference.

This is being prepared for publication in the St Maries Gazette on June 2 and 9, 2016 with June 20, 2016 as final date for protests to be received in our office.

Your prompt response to this request is appreciated. If your agency desires to formally protest the approval of this application, you may do so after the notice is published by filing a written protest along with a \$25.00 filing fee within 10 days after final publication.

Please contact Shaun Maxey in this office if you have any questions regarding the application.

Sincerely,

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



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

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

May 26, 2016

CAPAUAL - CLUTTER LLC
5079 N PINEGROVE DR
COEUR D ALENE , ID 83815

Application For Permit No. 91-7918

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 ST MARIES GAZETTE RECORD on 6/1/2016 and 6/8/2016. 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,

A handwritten signature in black ink that reads "Shaun M. Maxey".
Shaun M Maxey
Water Resource Agent, Senior