

RECEIVED

JUN 17 2016

IDWR / NORTH

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

ASSIGNMENT OF PERMIT

To change the ownership of a permit

I, Edward A. & Helen D. Stafford, trustees, hereby assign to John David & Mary Patricia James

Current owner(s)

New owner(s)

of, 10520 South Granite Drive, Medical Lake, WA 99022

New owner's address including city, state and ZIP

Phone

All my right, title, and interest in and to Permit No(s): 95-17006 to appropriate the public waters of the State of Idaho.

OR (for partial assignments)

The following described portion of my right, title, and interest in and to Permit Number(s):

95-17006, to appropriate the public waters of the State of Idaho.

Describe in detail the portion of the permit assigned, listing the number of acres in each 40 acre subdivision, point of diversion location, and amount of the water in cubic feet per second.

All of the water rights per this permit are assigned and transferred

Does the new permit holder own the property at the:

Point of diversion? ☐ Yes ☒ NoPlace of use? ☒ Yes ☐ No

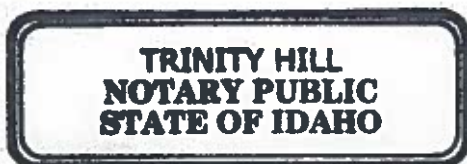
If no, describe the arrangement enabling the new owner to access the point of diversion and/or the place of use:

Point of diversion is on property adjacent to the point of use. Use is covered by a "Joint Well Use Declaration and Easment". (see attached)Dated this 16 day of June, 20 16.Edward A. Stafford
Permit holder Title (if applicable)Helen D. Stafford
Permit holder Title (if applicable)

State of Idaho)

County of Kootenai)ssOn this 16 day of June, 20 16, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he/she/they executed the same.

SEAL



Notary Public

My commission expires: 10/01/21

95-17006 CHANGE OF OWNER



**Joint Well Use
Declaration and Easement**

This instrument is made and effective the 26th day of March, 2015, by Edward A. and Helen D. Stafford, Trustees of the "Stafford Living Trust Dated March 6, 2007", here after referred to as the "Trust", and Paul W. and Elaine S. Kingston, husband and wife, as all current owners of subject property, supersedes the previous Joint Well Use Declaration and Easement made the 1st day of April, 2003, by Eagle Tree Group, LLC and recorded April 10, 2003 as Instrument No. 1793062, records of Kootenai County, Idaho.

WHEREAS, Edward and Helen Stafford, the Trustees of the "Trust" containing the two (2) parcels of real property located in Kootenai County, Idaho, and legally described as STAFFORD ADDITION, Lot A and Lot B, Block 1, according to the Plat recorded in Book J of Plats, page 442, records of Kootenai County, Idaho, (hereafter referred to as the Subject Property); and WHEREAS, Paul and Elaine Kingston are the current owners of Lot 1, Block 1, COEUR D'ALENE LAKE ESTATES FIRST ADDITION, according to the Plat recorded in Book I of Plats, page 401, records of Kootenai County, Idaho. The Kingston property is in the process of being Replated into Lots 1, 2 and 3, Block 1, Avalon Acres and once recorded ONLY Lot 1 and Lot 2 of said Avalon Acres will be benefitted by and subject to this instrument (ALSO hereafter referred to as the Subject Property); and

WHEREAS, an existing water well, (hereafter referred to as the Well), is located on Lot A, Stafford Addition; and

WHEREAS, all owners of Subject Property, desire to create certain rights, easements and conditions for the use and benefit of the four (4) parcels identified above. (Lots A and B, Block 1 of Stafford Addition and Lots 1 and 2, Block 1 of proposed Avalon Acres)

NOW, THEREFORE, all owners declare that the Subject Property shall be subject to the rights, easements and conditions set forth herein, and such rights, easements and conditions shall run with the land and be binding upon the Declarants and its successors and assigns.

1. Water Rights. Each parcel of the Subject Property shall be entitled to take and receive water from the Well for "domestic purposes", as the term is defined in Idaho Code Section 42-111, or successor statute. Water from the Well shall only be used on the real property described herein, and the Well shall be exclusively for the use of the owners of the Subject Property. Each parcel of the Subject Property shall be entitled to water rights as acquired under the laws of the State of Idaho as they pertain to: (1) The General Adjudication of rights to use water from the Coeur d'Alene-Spokane River Basin water system or (2) as obtained through a Water Rights Permit issued by the State of Idaho Department of Water Resources. In the event of any water shortage or other circumstances requiring rationing or other limitations on the use of the Well, any necessary restrictions shall be applied as defined by section (1) or section (2) above.

2. Well and Storage Reservoir Easement. A perpetual easement is hereby granted and reserved for the location, installation, maintenance and repair of the Well and two (2) original three thousand (3,000) gallon underground storage reservoirs located on Lot A Stafford Addition, as shown on the plat of BLOCK ONE STAFFORD ADDITION. The easement area shall be for the use and benefit of each parcel of the Subject Property.

3. Water Line Easement. Perpetual easements are hereby granted and reserved over and across Subject Property for the location, installation, maintenance and repair of said water lines. These easements are granted and reserved for the use and benefit of each parcel of the Subject Property. Water lines serving the proposed Avalon Acres Lot 1 and Lot 2 shall use the existing easement crossing Stafford Addition, Lot A. It shall be the responsibility of the owner of any parcel performing installation, repair or maintenance work on the water lines to reasonably restore the easement areas to their pre-work condition.

4. Water Connection Requirements. The owner of any parcel desiring to receive water from the Well shall professionally install an underground storage tank, and all pipes, valves, fittings and fixtures necessary to convey water from the existing Well to the point of use. A 3,000 gallon tank is recommended for each lot to ensure instant access to an adequate water supply. Each connected parcel shall install a meter to measure the quantity of water used, in gallons, in an accessible location at the point of use. Said meter readings will be used to prorate the electrical operating cost of the well system.

5. Connection costs. Each parcel owner shall be responsible for the cost of all permits, services, labor and materials required to connect to the existing Well System as shown on the plat.

6. Individual Maintenance Expenses. Each parcel owner shall be responsible for all costs of maintenance, repair or replacement of their individual pressure tank and all pipes, valves, fittings and fixtures used to convey water to their parcel.

7. Shared Operation and Maintenance Expenses. Any operation, maintenance, repair or replacement expenses required for the Well, water pump or other shared elements of the water system, shall be divided equally between the parcels receiving and using water from the Well. Monthly electrical operating expenses will be prorated among the connected users based upon readings from the installed water meters. Unless they are unable or unwilling, all required maintenance or other work on the main Well System shall be completed by United Crown Pump and Drilling, the original company that installed the Well System.

8. Majority Rule. Any disagreement among the parcel owners regarding repairs, replacement, improvement or any other issue concerning the operation of the water system shall be resolved in favor of a majority vote of the four (4) parcel owners, with each parcel receiving one (1) vote. An owner shall be entitled to one (1) vote for each parcel they own. In the event of a tie vote among the parcel owners, the disagreement shall be resolved by the toss of a coin. The coin shall be tossed into the air and allowed to fall without interference onto a flat surface. The position represented by the side of the coin facing up shall prevail and be adopted. In the event a deadlock cannot be separated into two (2) sides of an issue, then the matter shall be resolved by compulsory arbitration under the procedures of the Idaho Uniform Arbitration Act, title 7, Chapter 9, of Idaho Code.

9. Lien rights. Any connected for use parcel owner who, after sixty (60) days written notice signed by any other connected parcel owner, fails to pay any shared expense or charge due and owing under this Declaration, consents to the recording of a lien against that party's parcel for the amount owed plus interest at 12% (twelve percent) per annum. Any such lien recorded may be foreclosed in the manner of a mortgage lien under Idaho law. Any such filed lien is filed on the behalf of all non-delinquent parcel owners.

10. Default or Breach. In the case of material breach or default by any parcel owner regarding the terms, conditions and requirements of this Agreement, and upon failure of the defaulting party to remedy said default or breach within sixty (60) days after the mailing of written notice by certified mail, postage prepaid to the defaulting party, any other non-defaulting party, on behalf of the remaining non-defaulting parties, shall have the right to pursue any legal remedies allowed under Idaho law to enforce the Agreement. Failure to act as to any one breach or default shall not be considered a waiver of any rights for a subsequent action by the defaulting or breaching party.

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

12. Attorney's Fees. In the case of any legal action or arbitration commenced hereunder, the prevailing parties shall be awarded attorney's fees and cost, whether in district or appellate court.

13. Modification and Amendment. Any and all alterations or amendments to this Agreement must be in writing and signed (notarized) by the titled owners of the Subject Property.


Edward A. Stafford, Trustee
(Stafford Addition)


Helen D. Stafford, Trustee
(Stafford Addition)


Paul W. Kingston
(Avalon Acres)


Elaine S. Kingston
(Avalon Acres)

STATE OF Idaho)
COUNTY OF Kootenai) ss.

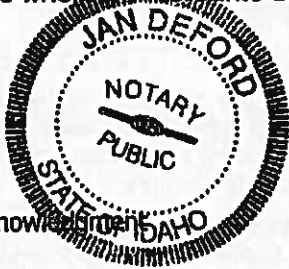
On this 26th day of March, in the year of 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared

known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, as Trustee(s) of

Edward A. Stafford and Helen D. Stafford

and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as Trustee(s) of said Trust, and that by his/her/their signature(s) on the foregoing instrument, the Trust executed the instrument and acknowledged the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Trust Acknowledgment

Jan DeFord

Notary Public in and for said State

Residing at: Hayden, ID

Commission Expires: 10-31-19

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Riverside)
 On 28 MARCH 15 before me, CAROL A. WILSON, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared PAUL W. KINGSTON — and —
 Name(s) of Signer(s)
ELAINE S. KINGSTON

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Carol A. Wilson
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Joint Will use Document Date: 2/17/15
 Number of Pages: 4 + ACK Signer(s) Other Than Named Above: Edward A. Stafford & Helen D. Stafford

Capacity(ies) Claimed by Signer(s)

Signer's Name: Paul W. Kingston
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: Helen D. Stafford
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Copy

State of Idaho
Department of Water Resources
Permit to Appropriate Water
NO. 95-17006

Priority: April 27, 2015

Maximum Diversion Rate: 0.04 CFS

This is to certify, that STAFFORD LIVING TRUST
5916 S ARROW RD
HARRISON ID 83833

has applied for a permit to appropriate water from:

Source: GROUND WATER

and a permit is APPROVED for development of water as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>
DOMESTIC	01/01 to 12/31	0.04 CFS

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SW1/4 NE1/4 Sec. 5, Twp 49N, Rge 03W, B.M., KOOTENAI County

PLACE OF USE: DOMESTIC

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
49N 03W 5			X														

CONDITIONS OF APPROVAL

1. Proof of application of water to beneficial use shall be submitted on or before June 01, 2020.
2. Subject to all prior water rights.
3. Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which the permit holder had no control.
4. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
5. Domestic use is for 1 home.
6. The irrigation occurring under this domestic use shall not exceed 1/2 acre.
7. This right does not grant any right-of-way or easement across the land of another.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code. Witness the signature of the Director, affixed at Coeur d'Alene, this 9 day of June, 2015.


For, GARY SPACKMAN, Director



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N. Mineral Drive, Suite 100 • Coeur d'Alene, Idaho 83815-7763
Phone: (208) 762-2800 • Fax: (208) 762-2819 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

June 20, 2016

JOHN DAVID &
MARY PATRICIA JAMES
10520 SOUTH GRANITE DRIVE
MEDICAL LAKE WA 99022

Re: Permit to Appropriate Water for Water Right No. 95-17006

Dear Permit Holder(s):

The Department acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) permit to you. The Department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

If you have any questions concerning the enclosed information, please feel free to contact me at (208) 762-2800.

Sincerely,

A handwritten signature in blue ink that reads "Natalie Steading".

Natalie Steading
Technical Records Specialist I

Enclosure(s)