

79970

 Ident. No. 95-17000
RECEIVED
APR - 2 2015
IDWR/NORTHERN

 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) MICHAEL & JENNIFER BOOTH Phone 208-661-5837
 Name connector (check one): ☒ and ☐ or ☐ and/or
 Mailing address PO BOX 398 City COEUR D ALENE
 State ID _____ Zip 83816 Email JENMIKEID@WILDBLUE.NET

 2. Source of water supply GROUND WATER 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 #
50N	02W	28			SW	SW	KOOTENAI	GROUND WATER	D0005218

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) _____ 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. WELL TO SERVICE GROUP OF HOMES

 b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 11. For dams 10 feet or more in height 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? 8/11/1998; drilling firm H2O WELL SERVICE;
 well was drilled for (well owner) BOB CASTLEBERRY; Drilling Permit No. 95-98-N-135

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

RECEIVED
APR 02 2015
IDWR / NORTH

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	
50N	02W	28												D					

Total number of acres to be irrigated: _____

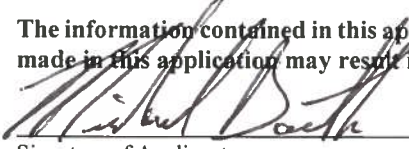
9. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn,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

10. a. Who owns the property at the point of diversion? CLIFFORD DANIELS
- 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:
APPLICANT WILL ATTACH AGREEMENT TO USE WELL ON PIN 0887000109B0
11. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary.

APPLICANT IS USING A SHARED WELL AND IS APPLYING FOR DOMESTIC USE FOR THEIR HOME WITH UP TO 1/2 ACRE OF IRRIGATION

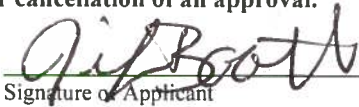
12. Time required for completion of works and application of water to proposed beneficial use is 1 years (minimum 1 year).
13. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map clearly identifying the proposed point of diversion, place of use, section #, township & range. A photocopy of 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.


Signature of Applicant

MICHAEL BOOTH

Print Name (and title, if applicable)


Signature of Applicant

JENNIFER BOOTH

Print Name (and title, if applicable)

For Department Use:

Received by  Date 4/2/15 Time _____ Preliminary check by _____
Fee \$ 75.00 Receipted by  Receipt No. N031137 Date 4/2/15

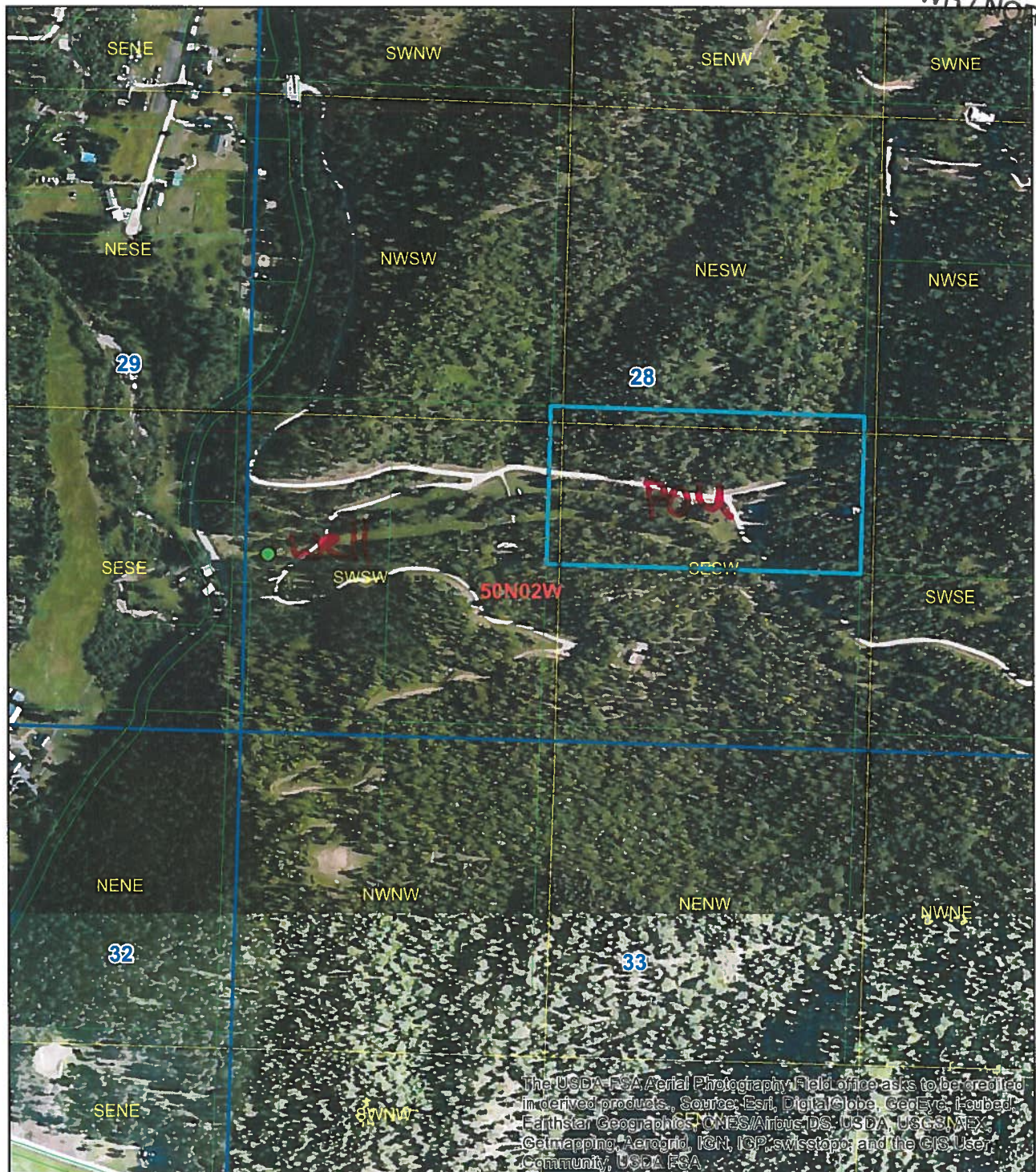
Receipt # N024413 \$25.00 5/20/2010

APPLICATION MAP FOR BOOTH

RECEIVED

APR 02 2015

IDWR / NORTH



Legend

- Taxlots
- Sections
- QQ

0 0.05 0.1 0.2 Miles



IDAHO DEPARTMENT OF WATER RESOURCES

WELL DRILLER'S REPORT

Office Use Only			
Inspected by			
Twp	Rge	Sec	
1/4	1/4	1/4	
Lat	:	:	Long

1. WELL TAG NO. D5218

Drilling Permit No: 95-98-N-135
Other IDWR No.

2. OWNER

Name Castleberry, Bob

Well Number:

748

Address 3152 S Pang Rd.

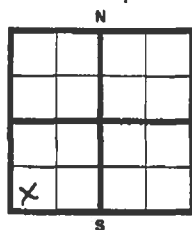
City CDA

State ID

Zip 83814

3. LOCATION OF WELL by legal description

sketch map location must agree with written location



Twp. 50 North or South

Rge. 02 East or West

Sec. 28 1/4 SW 1/4 SW 1/4

Gov't Lot County KOOTENAI

Lat: : : Long: : :

Address of Well Site WOLF LODGE RANC

City CDA

(Give at least name of road + Distance to Road or Landmark)

Lt. Bk. 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/FILTER PACK			AMOUNT	METHOD
Material	From	To	Sacks or Pounds	
BENTONITE	0	20	6 BAGS	OVERBORE

Was drive shoe used? ☒ Y ☐ N Shoe Depth(s) 85

Was drive shoe seal tested? ☐ Y ☐ N How?

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
6	+2	85	.250	STEEL	☒	☐	☒	☐
4	-15	205	.160	PVC		X		

Length of Headpipe

Length of Tailpipe

9. PERFORATIONS/SCREENS

☒ Perforations Method DOWN HOLE /SKILLSAW

☐ Screens Screen Type

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
60	75	1/4X2	320	6	STEEL	☒	☐
185	205	1/8x6	60	4	PVC		X

10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

25 ft. below ground Artesian pressure lb.

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

50N 2W 28

11. WELL TESTS:

☐ Pump ☐ Bailer ☒ Air ☐ Flowing Artesian

Yield gal./min.	Drawdown	Pumping Level	Time
35+			2 HRS

Water Temp. Bottom Hole Temp

Water Quality test or comments:

Depth first Water encountered 28'

12. LITHOLOGIC LOG:(Describe repairs or abandonment)

				Water	
Bore Diam	From	To	Remarks: Lithology, Water Quality, Temperature	Y	N
10	0	18	Soil w/Cobble & Clay	☐	☒
8	18	24	Soil W/Gravel & Clay	☐	☒
8	24	60	Clay Silty Brown	☒	☐
8	60	79	Gravels & Sand W/Clay Seems W/Wat	☒	☐
8	79	85	Clay & Silty Sand W/Water	☒	☐
6	85	179	Shale Greenish Gray Medium	☐	☒
6	179	184	Shale Fractured W/Water 15 gpm	☒	☐
6	184	205	Shale Green Gray	☐	☒
RECEIVED SEP 04 1998 NORTHERN REGION IDWR					
Note: Gravel Pack -16' to 205' 2 yards Pea Gravel .					
Completed Depth 205' (Measurable)					
Date: Started 8/10/98 Completed 8/11/98					

13. DRILLER'S CERTIFICATION

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

Firm Name H2O WellService Inc. Firm No. 448

Firm Official Date 8-25-98

and Supervisor or Operator Date 8-15-98

(Sign Once if Firm Official and Operator)

NORTHERN ROCKIES CORPORATION
Rocky Mountain Land Company
Long Term Contract Services

1111 Sherman Avenue • P.O. Box 2028 • Coeur d'Alene ID 83816
Phone 208-292-0822 • Fax: 208-292-0828

Tuesday, February 28, 2006

To: Avista Utilities
Collections Dept MSC-34
P.O. Box 3727
Spokane WA 99220-3727

To: Owners of Record
Certain Wolf Lodge Ranch Lots
Kootenai County Idaho

Re: Wolf Lodge Well Site

This letter is in reference to Avista Utilities letter dated February 24, 2006 and received this date, concerning power usage billing to the above named well site in the amount of \$68.37.

As our company is not an owner of record of the well site nor does our company have any usage of the well site, we do dispute payment of this billing by our company.

The well site with Avista account #170031958, 0000 Toboggan Road, which provides water system usage to and is owned by the attached list of owners, is located on property known as WLF 8B owned by Robert Castleberry.

Each owner of record of the properties listed, is responsible for paying an equal share of the cost of maintaining and operating the water system.

Prior usage billings to our company were overlooked due to our bookkeeper's misunderstanding, however, the responsibility for payment of the usage remains that of the owners and users of the water system. We have again provided a listing of the eight names and addresses of the owners and users of the water system and we have copied this letter to the owners and users living in the Coeur d'Alene area.

Thank you,

Mali J. Krivor
Administration

NORTHERN ROCKIES CORPORATION
Rocky Mountain Land Company
Long Term Contract Services

1111 Sherman Avenue • P.O. Box 2028 • Coeur d'Alene ID 83816
Phone 208-292-0822 • Fax: 208-292-0828

Wednesday, February 01, 2006

To: Avista Utilites
1411 E. Mission Avenue
Spokane, WA 99252-001
Phone: 800-227-9187

To: Owners of Record
Certain Wolf Lodge Ranch Lots
Kootenai County Idaho

Re: Wolf Lodge Well Site

It has come to our attention that our company is being billed for the power supplied to the well site that may or may not service certain properties known as WLF 3A, 6, 7, 8A, 8B, 9A, 9B, 10 & 11. Enclosed is a copy of the billing recently received from Avista Utilities.

As our company is not an owner of record of any of the above defined properties with the right to purchase domestic water, nor does the company have any interest in the well site, the company will not be making payment of this billing or any future billings.

This mailing is being sent to each owner of record, on the attached list, and to Avista Utilities as a courtesy. Please direct all questions to Avista Utilities at the above address or phone number.

Thank you,



Mali J. Krivor
Administration

www.avistautilities.com
1-800-227-9187

WOLF LODGE WATER ASSOCIATION
0000 TOBOGGAN RD SITE WELL
COEUR D ALENE, ID 83814

ACCOUNT NUMBER: 330095385
PAYSTATION CODE: 2
BILLING DATE: FEB 10 2006

ENERGY USE										
DATE	TYPE OF SERVICE	METER NUMBER	RATE SCH	METER READINGS			MULTI-FACTOR	ENERGY USAGE	CITY FEE	AMOUNT
				TYPE	PRESENT	PREVIOUS				
02/08/06	DEMAND		032	ACTUAL				3		0.00
02/08/06	ELECTRIC	15820493	032	ACTUAL	15753	15717	1	36		7.49
26 DAYS OF SERVICE FROM JAN 13 2006 TO FEB 08 2006										
TOTAL ENERGY CHARGES THIS BILL \$										7.49

ACCOUNT SUMMARY

PREVIOUS BALANCE	0.00
PAYMENT RECEIVED	0.00
TOTAL ENERGY CHARGES THIS BILL	7.49
TOTAL AMOUNT	\$ 7.49

AVERAGE DAILY USE		AVERAGE DAILY TEMPERATURE	
ELECTRICITY THIS MONTH	1 LAST YEAR	THIS YEAR	LAST YEAR
	0	35.0	34.0

ELECTRIC METER NUMBER: 15820493

ELECTRIC METER NUMBER: 10020400	
BASIC	5.20
CONSUMPTION 36.4000 KILOWATT HOURS @ .06297	2.29

A LATE FEE OF 1% MAY BE ADDED TO PAST DUE BALANCES
YOUR ELECTRIC BILL INCLUDES FEDERAL COLUMBIA RIVER BENEFITS SUPPLIED BY BPA.
THIS IS A DUPLICATE BILL.

AMOUNT DUE	\$	7.49
DUE DATE	FEB 28	2006

ACCOUNT NUMBER: 330095385
PAYSTATION CODE: 2

033009538520000000000000000000000000007498

SERVICE ADDRESS: 0000 TOBOGGAN RD SITE WELL

DUE DATE	AMOUNT
FEB 28 2006	\$ 7.49

WOLF LODGE WATER ASSOCIATION
C/O JENNIFER BOOTH
PO BOX 398
COEUR D'ALENE ID 83816-0398

I ADDED MY DONATION FOR PROJECT SHARE
TO HELP THOSE IN NEED. (CIRCLE AMOUNT)

\$2 \$5 \$10 OTHER_____

AMOUNT PAID _____



Wolf Lodge Water Association

 avistautilities.com
 1 (800) 227-9187

 Account Number: 8372910000
 Paystation Code: 4
 Statement Date: 03/12/2015

Monthly Statement

Total Amount Due

Due Date

\$36.65 CR

Apr 01, 2015

(Applies to new charges only)

Bill at a Glance

Previous Balance Due	\$46.53 CR
Payment(s) Received through 03/12/2015	0.00
Subtotal	46.53 CR

New Charge(s)

Electric	9.88
----------	------


Total Amount Due This Month

\$36.65 CR

Due Date (Applies to new charges only):**Apr 01, 2015**

Your Message Center

To make sense of your energy use and find ways to increase your energy efficiency, visit www.avistautilities.com/billanalyzer

A late fee of 1% may be added to any Past Due balances.

Your electric bill includes Federal Columbia River benefits supplied by the Bonneville Power Administration.

Contact Us

Customer Service: 1 (800) 227-9187
 Monday through Friday 7 a.m. to 7 p.m.
 Saturday 9 a.m. to 5 p.m.

TTY Service - Our service numbers
 for the hearing impaired are:
 Idaho . . . 7-1-1 or 1 (800) 377-3529

After Hours Emergencies: 1 (800) 227-9187

Send payments only to:
 Avista
 1411 E. Mission Ave.
 Spokane WA 99252-0001

Send correspondence to:
 Avista Customer Service MSC-34
 PO Box 3727
 Spokane WA 99220-3727

website: avistautilities.com

e-mail: askavista@avistautilities.com

▼ Please detach and return the bottom portion with your payment. ▼

TRA3-D-002389/002535 AGSQHM S1-ET-M1-C001 2 6


 1411 E. Mission Ave.
 Spokane WA 99252-0001

Please check here and fill out reverse if you would
 like to establish Automatic Payment Service (APS).

002389 1 AV 0.378 002389/002389/002535 009 001 AGSQHM
 WOLF LODGE WATER ASSOCIATION
 C/O JENNIFER BOOTH
 PO BOX 398
 COEUR D'ALENE ID 83816-0398



Total Amount Due

\$36.65 CR

Due Date (Applies to new charges only):**Apr 01, 2015**

Project Share Contribution ☐ \$2 ☐ \$5 ☐ \$10 ☐ Other _____
 (Add to Total Amount Due)

Amount Enclosed \$

AVISTA
 1411 E MISSION AVE
 SPOKANE WA 99252-0001

837291000040000004653000000098800000036657

Recorded at the request of:
Northern Rockies Corporation
P.O. Box 2028
Coeur d'Alene ID 83816

1546878

STATE OF IDAHO } SS
COUNTY OF KOOTENAI }
AT THE REQUEST OF

RECEIVED
APR 02 2015
IDWR / NORTH

NRC Contract
JUL 21 10 58 AM '98
DANIEL J. ENGLISH
DEPUTY
FEES 15⁰⁰

Easement for Well Construction and For Development and Maintenance of a Water Delivery System

Bradley J. and Deborah A. Bergdahl, Husband and Wife and Raymond A. and Arlene G. Bergdahl, Husband and Wife, herein Grantors, whose current address is 803 Spruce Court, Cando ND 58324, do hereby grant unto Northern Rockies Corporation, an Idaho corporation, dba Rocky Mountain Ranches, its heirs, successors and assigns, herein Grantee, whose current address is P.O. Box 2028, Coeur d'Alene, ID 83816-2028, a perpetual non-exclusive easement for ingress, egress and utility easement for well construction and for development and maintenance of a water delivery system over, under and across the real property described as **The Burdened Property** as follows:

Lot 9B, Plat of Wolf Creek, Book G of Plats page 460, records of Kootenai County Idaho.

The Easement hereby granted is more particularly described as follows:

Exhibit "A" Attached Hereto and Made a Part Hereof - Pages 3, 4 & 5.

The purpose of said easement for the wellhead and water delivery system shall be to construct a well and a water delivery system. Prior to construction, and thereafter, the purpose shall be to offer water delivery to the Burdened Property and to certain adjacent and/or neighboring real properties.

Said Easement shall be as defined herein between the Grantors, their heirs, successors and assigns and the Grantee, its heirs, successors and assigns, and shall run with the land and shall be binding upon heirs, representatives, successors and assigns of Grantor with respect to the Burdened Property, and shall inure to the benefit of the heirs, representatives, successors and assigns of the Grantee. Further, it is agreed herein by all parties that this easement may be granted to a subsequent owner/user association.

Dated: 12th June 1998

1546878

Page 2: Wolf Lodge Water Delivery System Easement \ Bergdahl, Grantors & NRC, Grantee

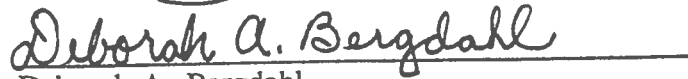
Grantee:

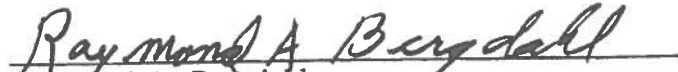
Northern Rockies Corporation dba
Rocky Mountain Ranches


By: G. Alann Krivor, President

Grantors:


Bradley J. Bergdahl


Deborah A. Bergdahl

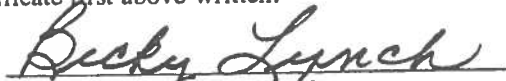

Raymond A. Bergdahl


Arlene G. Bergdahl

STATE OF Idaho)
)SS
COUNTY OF Kootenai)

On this 12th day of June 1998,
before me, a Notary Public in and for said State,
personally appeared G. Alann Krivor, known or
identified to me to be the PRESIDENT of Northern
Rockies Corporation, the corporation that executed the
instrument on behalf of said Corporation and
acknowledged to me that such Corporation executed the
same.

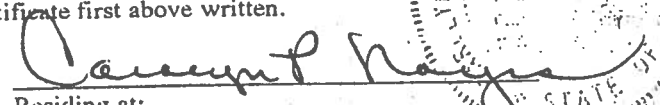
IN WITNESS WHEREOF, I have hereunto set
my hand and affixed by official seal the day and year in
this certificate first above written.


Notary Public Becky Lynch
Residing at: Post Falls, Idaho
Commission Expires: August 7, 2003

STATE OF ND)
)SS
COUNTY OF Towner)

On this 16th day of July, 1998,
personally appeared before me, the undersigned Notary
Public in and for said state, Bradley J. & Deborah A.
Bergdahl, proven to me on the basis of satisfactory
evidence to be the persons whose names are subscribed
to the within instrument and acknowledged to me that
they executed the same.

IN WITNESS WHEREOF I have hereunto set
my hand and affixed by official seal the day and year in
this certificate first above written.


Residing at:
Commission expires: Carolyn P. Noyes
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires OCT. 31, 1999

STATE OF ND)
)SS
COUNTY OF Towner)

On this 16th day of July, 1998,
personally appeared before me, the undersigned Notary
Public in and for said state, Raymond A. & Arlene G.
Bergdahl, proven to me on the basis of satisfactory
evidence to be the persons whose names are subscribed
to the within instrument and acknowledged to me that
they executed the same.

IN WITNESS WHEREOF I have hereunto set
my hand and affixed by official seal the day and year in
this certificate first above written.

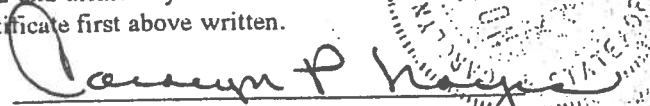

Residing at:
Commission expires: Carolyn P. Noyes
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires OCT. 31, 1999

Exhibit "A"

A 20 foot radius easement centered around a wellhead located in the West Half of the Southwest Quarter of the Southwest Quarter of Section 28, Township 50 North, Range 2 West, B.M., Kootenai County Idaho and further described as follows:

Commencing at the Southwest corner of said Section 28;

Thence N 0° 19' 54" E along the West Boundary of said Section 28, a distance of 550 feet to a Southwest corner of above said Burdened Property Lot 9B;

Thence East along a portion of the South boundary of said Lot 9B, a distance of 80 feet to the centerline and true point of beginning of the aforesaid 20 foot wide easement;

Thence N 0° 15' 37" W along said centerline, a distance of 23.03 feet to said wellhead and the true point of termination, all more or less;

TOGETHER WITH a 20 foot wide easement from the existing road known as Rider easement road, beginning a point an estimated distance of 100 feet North of the intersection of said Rider road and Pung road, to join above said 20 foot radius easement, for ingress, egress and utilities over, under and across above said Burdened Property, Lot 9B

ARTICLE IV. Restrictions to Well Sites

1. **Fencing.** Well site area may be fenced to preclude access by livestock in such manner as may be approved by the Declarant and subsequently the Association
2. **Restriction on Use of Chemicals.** No chemicals shall be applied to or stored upon subject property in any manner, which will interfere with the well sited from which water may be drawn upon to serve subject property.
3. **Compliance with Governing Agencies.** Declarant, its heirs successors and assigns and any Association to be formed to be utilized in conjunction with the development, control and operation of the water system serving subject property shall at all times comply with any regulations governing drinking water systems in Idaho, as such regulations may now exist or in the future be imposed upon subject property.

Dated this _____ day of November 1998.

Declarant\Owner Parcel Nos. 3A, 8A, 9A, & 11:
Northern Rockies Corporation, dba
Rocky Mountain Ranches

Owners Parcel #6:

By: G. Alann Krivor, President

Anthony J. and Lorrie L. Paquin

Owners Parcel Nos. 7 & 9B:

Owners Parcel Nos. 7 & 9B:

Bradley J. and Deborah A. Bergdahl

Raymond A. and Arlene G. Bergdahl

Owner Parcel #8B:

Owners Parcel #10:

Robert M. Castleberry

Gary S. and Lisa E. Paquin



**Accurate
Testing Labs L.L.C.**

Date of Report: 10/23/1998

H2O Well Service
582 W. Hayden Ave.
Hayden Lake, ID 83835

Re: **Certificate of Analysis**
Results of analysis for samples received 10/21/98 12:15 PM, for testing as requested.

Sample ID: **ROCKY MTN LAND**
Matrix: **WATER**
Date Sampled: **10/21/98 9:15 AM**
Lab ID: **85054**

Analyte:	by EPA Method	Concentration	
Hardness	SM 2340	7.99	GPG
Iron (Fe)	200.7	0.47	mg/L
Manganese (Mn)	200.7	0.06	mg/L
pH	150.1	7.70	

Water quality parameters:

Hardness: 1 - 3.5 slightly hard 7.0 - 10.5 hard
3.5 - 7.0 moderately hard 10.5 - over very hard

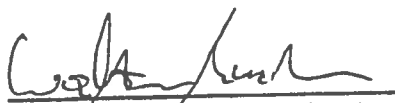
Iron: Maximum contaminants level (WA public system) 0.3 mg/L.

Sources: Naturally occurring, corrosion of pipe.
Adverse effects: Objectionable taste and odor, discolors laundry and fixtures.

Manganese: Maximum contaminants level (WA public system) 0.05 mg/L.

Sources: Naturally occurring.
Adverse effects: Objectionable taste and odor, discolors laundry and fixtures.

pH: Normal range: 6.5 - 8.5


Walter Mueller, Lab. Director

QC 



**STATE OF IDAHO
DRINKING WATER COLIFORM BACTERIA ANALYSIS REPORT**

Laboratory Director: Walter Mueller
Laboratory Supervisor, Microbiology: Rhena Cooper

H2O Well Service, Inc.
582 W. Hayden Ave.
Hayden Lake, ID 83835

WLF

Lab Sample Number: 85106
(Please Refer to this Number on any communications)

PWS Number: N/A
Water System: ROCKY MTN LAND
Sample Location: WELL SITE
County: KOOTENAI
Collected by: MIKE HOHENSEE
Sample Type: Routine Sample - S

Date Collected: 10/23/98
Time Collected: 3:45 PM

Date Received in Lab: 10/23/98
Time Received in Lab: 4:35 PM

<u>TEST CODE</u>		<u>RESULTS</u>	<u>COMPLETED</u>
WMMO	TOTAL COLIFORM	ABSENT	10/24/98

John

NOTES:

IF YOUR RESULT IS "ABSENT": The absence of coliform bacteria indicates that your water is not contaminated with coliform bacteria.

IF YOUR RESULT IS "PRESENT": The presence of coliform bacteria means that your water is contaminated, and may contain disease causing organisms. Contaminated water should not be used for drinking water.

If coliform bacteria are present, an additional test has been run for Escherichia coli bacteria. The result for this test is also reported as being present or absent.

RECEIVED
APR 02 2015
IDWR/NORTH

DRAFT

**Declaration of Water System Easements
And Provisions Relating to Future
Maintenance of a Water System For
Wolf Lodge Ranch & Wolf Creek Ranch**

This Declaration is made this _____ day of November 1998, by Northern Rockies Corporation, an Idaho corporation, dba **Rocky Mountain Ranches**, P.O. Box 2028, Coeur d'Alene ID 83816, hereinafter the "Declarant". Prior to this Agreement, the Declarant was the Owner and Seller of the entire herein below described real properties. Subsequent Owners and current Owners, hereinafter "Owners", their heirs, successors and assigns, of certain portions (hereinafter "Parcel") of said real properties, as of the above date, do hereby covenant to observe, perform and be bound by this Declaration, and thus their Parcels shall be subject to all the terms and conditions herein, which terms and conditions shall be binding on respective successors, thus running with the title to the Parcels.

Lots 6, 7, 10 & 11, Block 1, Plat of Wolf Lodge Ranch, Book G of Plats, page 203, records of Kootenai County Idaho;

Lots 3A, 8A, 8B, 9A & 9B, Plat of Wolf Creek, Book G of Plats, page 460, records of Kootenai County Idaho.

If an Owner, of any of the above defined Parcels, does not execute this Agreement by January 1, 1999, this Agreement shall become null and void concerning said Parcel, terminating any and all interest of any or all Owners of such Parcel, in this Agreement. The Declarant and Owners executing this Agreement shall not have any obligation whatsoever, to provide water to any Owner(s) not executing this Agreement. The Declarant and Owners executing this Agreement may then, at their option, offer the terms and conditions of this Agreement to any Owner of another Parcel not set forth above.

Declarant has established a general plan for the improvement and development and sale of the property. Declarant has previously placed of record certain Covenants, Conditions, Reservations, Easements and Restrictions upon which and subject to which Parcels shall be improved sold and conveyed by the owner. Specifically, Declarant has placed of record certain Road Easements recorded May 28, 1998, Declaration and Establishment of Covenants, Conditions, Restrictions, Reservations, Road Easements and Road Maintenance Provisions recorded under Auditor's No. 1342185, with Subsequent Declaration, recorded August 16, 1995.

It is the intent of this Declaration to provide for the easement areas over, under and through which a water system may be developed, constructed and operated to provide the delivery of water to the boundary lines of the certain Parcels contained within subject real property. The water easements described and referred to herein, are for the benefit of each owner of a Parcel included with the subject property, or any mortgage or other interest therein, and shall inure to and pass with each and every

described and referred to herein, are for the benefit of each owner of a Parcel included with the subject property, or any mortgage or other interest therein, and shall inure to and pass with each and every Parcel with subject property, and shall be binding upon the respective successors in interest of the present Owners, thus running with the title to the Parcels.

Now Therefore, the Declarant and the Owners do hereby declare that the above described property and the Parcels located within, shall be held, sold and conveyed upon and subject to the easements, terms and conditions described.

ARTICLE I. Definitions

The following terms shall have the following meanings:

1. **Owner.** Owner shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any recorded Parcel which is a part of the subject property, but excludes those having such interest merely as security for the performance of an obligation. For purposes hereof, an Owner of record, whether one or more persons or entities, shall further include and refer to contract purchasers of Parcels.
2. **Declarant.** Declarant shall mean and refer to Northern Rockies Corporation, an Idaho corporation, dba Rocky Mountain Ranches, the signatory of this Declaration, it heirs, successors and assigns and all others purchasing Parcels through the Declarant.
3. **Parcel.** Parcel shall mean and refer to any plot of land within described subject property, and shall further refer to and mean any subsequent Kootenai County, State of Idaho approved subdivision of such subject property.

ARTICLE II. Water Easements

1. **Easement Areas.** Declarant has previously placed of record certain Easements describing the roads and road right-of-ways located throughout the subject property. Declarant as Grantor for itself, its successors and assigns and all others purchasing property through the Grantor, reserves such easements above described for purposes of also constructing, providing, and maintaining utilities, including the water system and water delivery system.

Declarant has previously reserved a fifteen (15) foot wide permanent utility easement over, under and across each and every Parcel located within subject property, extending along all boundary lines.

ARTICLE III. Enforcement of Declaration

1. **Declarant's Enforcement.** Until one hundred percent (100%) of the Parcels contained within subject property have been sold, or upon the expiration of a period of five (5) years from the date of recording of this Declaration, whichever shall last occur, Declarant shall have the sole

and exclusive right to enforce and/or amend this Declaration. Each and every Owner purchasing Parcels from or through the Declarant or any subsequent Owner, covenants to observe, perform and be bound by this Declaration.

2. **Owner Enforcement.** Subject to the Declarant's right to exclusive enforcement as provided above, each Owner of any Water Association formed for purposes of operating and/or administering over the water easements and water system shall have the right to enforce, by any proceeding in law or equity, any of the covenants or provisions of this Declaration, as now existing or as may hereafter exist or as may be state in any subsequent Declaration.
3. **Amendments to Declaration.** Subject to the rights provided exclusively to the Declarant above, this Declaration, and any provision contained herein, may be amended only by instrument signed by not less than sixty-six percent (66%) of the Owners entitled to vote.
4. **Owners Entitled to Vote.** Owners shall be entitled to one vote per Parcel provided same Owners of record, of multiple Parcels, shall be limited to a single vote, and multiple Owners of a single Parcel shall be limited to a single vote. Upon the event an Association is formed for the operation and/or administration over the water system, an amendment to this Declaration may be evidenced by the signature of the president and secretary of such Association attesting to a vote of not less than sixty-six percent (66%) of Owners entitled to vote, either present or voting by proxy at a special or annual meeting of such Owners. All such rights of amendment provided Owners are subject to the exclusive right provided to Declarant as provided for in this article.
5. **Maintenance and Governance of Water Delivery Systems.** For purposes of maintaining and governing any water system constructed by or on behalf of Declarant, there may be formed a Nonprofit Water Association whose members shall included the Owners of Parcels located within subject property. Upon the event there should be formed an Association, covering all or part of subject property, the Declarant, its heirs, successors and assigns and all others purchasing property through the Declarant automatically agree by execution of this Agreement that the water easements referred to herein, and any water delivery system constructed for the benefit of subject property, shall transfer to such Association.
6. **Sharing of costs.** All expenses pertaining to and associated with the cost of construction of the well and water delivery system shall be shared equally between the existing Owners of the subject Parcels as of the date of this Agreement. Thereafter, all Owners shall pay an equal share for the delivery of water, the cost of utilities associated with the delivery, and the maintenance of the well and water system.

The undersigned Owner agrees, that if the undersigned Owner fails to pay any expense associated with the water system within 60 days from the date of billing of such expense or cost, the remaining Owners ,or agent, shall file a notice of lis pendens in Kootenai County for the amount owing including 10% interest thereon on the Owner's Parcel. Such lis pendens shall be removed only upon the payment in full of the expense.

7. **Additional Terms.** As of the date of this Declaration, Declarant is formulating the designs and final specifications of the water delivery system for subject property. The terms and conditions under which a water system may be constructed, and water and water lines provided to individual Parcels within subject property, shall be more particularly described in amendments to this Declaration or within the terms and conditions of a Nonprofit Water Association formed for the purpose of maintaining and operating such water system.

August 7, 1995 SUBSEQUENT COVENANTS, CONDITIONS & RESTRICTIONS
PREFACED HEREIN WITH AN ASTERISK (*)

**Declaration and Establishment of Covenants,
Conditions, Restrictions, Reservations,
Road Easements and Road Maintenance Provisions
For Wolf Lodge Bay**

This Declaration was initially made the 1st day of November, 1993, by Northern Rockies Corporation, an Idaho corporation, dba Rocky Mountain Land Company, P.O. Box 2028, Coeur d'Alene, ID 83816-2028, (hereafter the "Declarant") recorded under Auditor's No. 1342185, records of Kootenai County Idaho, and herein amended and recorded with Subsequent Covenants, Conditions & Restrictions. Declarant is the owner of the following described real property, (sometimes referred to as the "premises"):

Exhibit "A" Attached Hereto And Made A Part Hereof.

Declarant has established a general plan for the improvement and development and sale of the premises, and declares the covenants, conditions, reservations, easements and restriction upon which and subject to which all parcels shall be improved, sold and conveyed by it as owner. Each and every one of these covenants, conditions, reservations, and restrictions is for the benefit of each owner of land included within the premises, or any mortgage or other interest therein, and shall enure to and pass with each and every parcel within the premises, and shall bind the respective successors in interest of the present owner. These covenants, conditions, reservations, and restrictions and all provisions hereof are each imposed upon such parcels, all of which are to be construed as restrictive covenants running with the title to the parcels and with each and every parcel. The Premises and Parcels, located therein are, and shall be sold, subject to, all easements in view and of record as of the date of this Declaration. Such parcels and, the premises as a whole, are subject to those certain road rights of way and easements reserved, declared, and placed of record on May 28, 1993, in the records of Kootenai County Idaho, under #1306282.

The parcels located within the premises are initially designated as Parcels A, B, C, & D. The Declarant *recorded 12-5-94, additional parcels, 1 through 11, as *Plat of Wolf Lodge Ranch, Book G of Plats, Page 203, Records of Kootenai County Idaho.

Article I.

1410204

Definitions

The following terms shall have the following meanings when used in this Declaration:

1. **WLF:** WLF shall mean and refer to that certain real property and the premises described and referred to, in this Declaration.
2. **Association:** Association shall mean and refer to the WLF Property Owners's Association. The Association shall allow the Owners to act as an organized body that shall have as its duties the governance and enforcement of the Declaration for the benefit of all Owners, both current and future.
3. **Owner:** Owner shall mean and refer to the record owner of fee simple title to any recorded parcel which is a part of the premises known as WLF, but shall exclude those having such interest merely as security for the performance of an obligation. Owner shall further mean the record owner, whether one or more persons or entities claim an interest in a given parcel, and shall further mean and refer to a singular owner of one or more parcels located within the premises or property as a whole. For purposes hereof, an Owner of Record, whether one or more persons or entities, shall further include and refer to contract purchasers of parcels.
4. **Declarant:** Declarant shall mean and refer to Rocky Mountain Land Company, its successors, assigns and all others purchasing parcels in WLF through the Declarant.
5. **Parcel:** Parcel shall mean and refer to any plot of land within the described real property, owned and surveyed by the Declarant and known as WLF, and shall further refer to and mean any subsequent Kootenai County, State of Idaho approved subdivision of such real property.
6. **Subsequent Covenants, Conditions & Restrictions:** Subsequent covenants, conditions and restrictions shall include those imposed under any future Kootenai County approved subdivision subsequent to the date hereof, and shall further refer to any supplement covenants, conditions and/or restrictions approved by the Declarant or the Property Owner's Association which shall be filed for record with Kootenai County Idaho.
7. **Subdivision:** Subdivision shall mean and refer to splitting a parcel or the parcel ownership, as originally owned, surveyed and conveyed by the Declarant to Owners by Recorded Warranty Deed.
8. **Road and Utility Easements:** Road and utility easements shall refer to and include those certain road easements, and easements for utilities, previously placed of record which consists of easements, rights, and rights of way of record.

Article II.

Association Membership and Voting Rights

1. **Members.** Every Owner shall be a member of the Association, regardless of whether any given Owner is entitled to vote as provided for in this Declaration. Membership shall be appurtenant to and may not be separated from any recorded parcel.

2. **Voting Rights and voting Members.** The Association shall have one class of Voting Membership. Owners shall be entitled to one vote per parcel except as qualified below. For voting purposes, and to be a Voting Member, same Owners of record of multiple parcels shall be limited to a single vote, and multiple Owners of record of a single parcel shall be limited to a single vote. When more than one person holds an interest in a given parcel, all such persons shall be members but the vote for such parcel shall be exercised as the multiple Owners may determine between or among themselves with one vote being cast for such parcel owned. When one owner owns multiple parcels, such parcels shall be deemed for voting purposes to be a single parcel, and such owner shall be restricted and limited to a single vote. Initially, if there are fifteen (15) parcels (Parcels A through D and 1 through 11) and fifteen (15) Owners, there shall be fifteen (15) votes. Upon any subsequent subdivision approved by Kootenai County, the vote shall automatically increase by the number of parcels so created and/or approved.

Whenever used herein, the term "Voting Member" shall refer to and mean the Owner permitted to be a voting member under the provisions hereof, or designated as the voting member by multiple Owners of a singular parcel.

Article III.

Owner's Meetings

1. **Annual Meeting.** The first annual Owner's meeting, date, time and place shall be designated in written notice provided by Declarant to all Owners. Declarant shall assist the Owners in organizing the Association and other business associated with the first Owner's meeting. This meeting shall occur on or before November 1, 1996. There shall be a meeting of the Owners at 10:00 a.m. on the last Saturday of June of every year following the first annual meeting.

2. **Method of Voting.** Voting Members unable to attend and personally vote, may vote by giving a written proxy of their right to vote to an attending Voting Member, or will be allowed to vote by mail on such matters as determined from time to time by the Association.

3. **Special Owner's Meetings.** Special Owner's meetings may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of the Owners for any reasonable purpose or for other matters which are necessarily to be considered by the Association. Such meetings shall be called by written notice, signed by 50% or more of the Voting Members, which notice shall specify the date, time and place of meeting and matters to be considered thereat. No special meeting shall be called unless there shall be ten (10) days prior notice.

4. **Voting Requirements.** On all matters except amendments to this Declaration, a majority of a Voting Member quorum shall be necessary to pass any matter at either an annual or special meeting. A quorum shall consist of 50% of the Voting Members either in person or by proxy.

Article IV.

Enforcement of Declaration

1. **Declarant's Enforcement.** Until 100% of the parcels contained within WLF have been sold or upon expiration of a period of three (3) years from the date of the recording of this Declaration, whichever shall first occur, Declarant shall have the sole and exclusive right to enforce and/or amend this Declaration. Each and every Owner purchasing parcels or property from or through the Declarant, or any subsequent Owner, covenants to observe, perform and be bound by this Declaration.

2. **Association Enforcement.** Subject to the Declarant's right to exclusive enforcement as provided above, the Association, and each Owner, shall have the right to enforce, by any proceeding in law or equity, any of the covenants or provisions of this Declaration, as now existing or as may hereafter exist, or as may be stated in any subsequent Declaration.

Article V.

Amendments to Declaration

1. **Amendment.** Subject to the rights provided exclusively to Declarant and referred to in Article III Section 1., this Declaration, and any provision contained herein, may be amended only by an instrument signed by the Voting Members of not less than sixty-six and two-thirds percent (66 2/3 %) of the recorded parcels and such parcels corresponding Voting Member. Alternatively, an amendment to this Declaration may be evidenced by the signature of the president and secretary of the Association attesting to a vote of not less than sixty-six and two-thirds percent (66 2/3 %) of the voting Owners either present or voting by proxy at a special or annual meeting of the Owners. Any amendment to this Declaration or any subsequent Declaration must be filed for record with Kootenai County, Idaho.

A. **Prohibited Amendments.** This Declaration, and the provisions contained herein, cannot be amended if the effect of such amendment is to decrease or to reduce the collateral which is held by the vendor under a Real Estate Contract or a beneficiary or mortgagee under a deed of trust or mortgage instrument, unless the proposed amendment is approved in writing by such beneficiary, mortgagee or contract vendor.

Article VI.

Protective Covenants

1. **Property Appearance.** No uncovered garbage or waste, junk, inoperable vehicles or abandoned mobile homes or RV trailers, or structures shall be permitted on any parcel.

2. **Building Appearance.** Any building constructed for any purpose shall have the exterior completed within one (1) calendar year from the date of ground breaking. Exterior shall be defined as that finish which shall close the exterior walls and roof of the building and shall include windows and doors and shall be built to meet all appropriate Kootenai County, State of Idaho Building Code(s). Manufactured homes or mobile homes of the size known as single wide are expressly prohibited. Manufactured homes and mobile homes limited to the size known as double wide, or larger, shall be set, placed or installed on a permanent foundation and shall be built and roofed to meet Kootenai County, State of Idaho Building Code(s) and shall be finished in appearance to ground level. Any additions whatsoever to buildings or manufactured/mobile homes as defined herein, erected for any purpose, shall also be governed as contained herein.

3. **Outbuilding Standards.** All outbuildings shall be finished according to the same criteria as set forth above.

4. **Livestock and Pets.** No animals shall be raised or permitted on any property so as to create a health, noise, or odor hazard or pollution affecting other Owners. No Commercial feed lots, kennels and/or meat processing shall be allowed. All animals shall be restricted from trespassing upon or through adjacent properties.

5. Mining. Mining or exploration for minerals is expressly prohibited.

6. Surface Water. To protect the natural ecology and environment of any named or unnamed creeks, streams, rivers, ponds, wetlands, or lakes all Owners with frontage are prohibited from constructing any structure for human or animal habitation within three hundred (300) feet of the frontage and are prohibited from creating or maintaining any landscaping requiring herbicide, pesticide, fertilizer or similar chemical substances whether manmade or organic in nature, within 200 feet of the frontage, or as shall be determined by any county, state or federal governing authority that then prevails.

A. CONCERNING THE DESIGNATED CLASS II STREAMS, ONE OF WHICH FLOWS NORTH TO SOUTH AND ONE OF WHICH FLOWS EAST TO WEST, WITHIN SUBJECT PROPERTY WHICH STREAMS THEN FLOW INTO DESIGNATED CLASS I STREAM WHICH FLOWS EAST TO WEST, WITHIN SUBJECT PROPERTY:

(1.) CONSTRUCTION & LAND USE: NO CONSTRUCTION OF ANY STRUCTURES FOR HUMAN HABITATION SHALL BE PERMITTED WITHIN 200' SLOPE DISTANCE OF THE HIGH WATER MARK OF THE SAID CLASS II STREAM FLOWING NORTH TO SOUTH AND CLASS I STREAM FLOWING EAST TO WEST. FURTHER, NO PROPERTY OWNER SHALL CREATE OR MAINTAIN ANY LANDSCAPING WITHIN A 200' SLOPE DISTANCE OF THE SAID CLASS II STREAM FLOWING NORTH TO SOUTH AND CLASS I STREAM FLOWING EAST TO WEST, WHICH WOULD REQUIRE ANY MAINTENANCE, INCLUDING BUT NOT LIMITED TO, HERBICIDES, PESTICIDES, FERTILIZERS, OR SIMILAR CHEMICAL SUBSTANCES, MANMADE, ORGANIC OR NATURAL.

DESIGNATED CLASS II STREAM FLOWING EAST TO WEST SHALL BE SUBJECT TO THE SAME ABOVE STATED SETBACK CONDITIONS AS TO A 100' SLOPE DISTANCE.

NO LIVESTOCK SHALL BE PERMITTED IN THESE ABOVE STATED AREAS.

(2.) SEWAGE DISPOSAL SYSTEM: NO SEWAGE DISPOSAL SYSTEM, INCLUDING BUT NOT LIMITED TO, SEPTIC TANKS AND DRAINFIELDS, SHALL BE PERMITTED WITHIN A DISTANCE OF 300' OF THE BEFORESAID CLASS I STREAM, OR AT A DISTANCE AS REQUIRED BY PANHANDLE HEALTH, WHICHEVER DISTANCE IS GREATER.

7. Nuisances. No noxious, illegal or offensive activities whatsoever shall be carried on in any parcel, or in any part of the property known as WLF as defined herein, nor shall anything be done hereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the Owners of their respective parcel (such as, but without limiting the generality of the foregoing, unfocused lighting or live or recorded sound of unreasonable intensity or volume).

8. Commercial Use of Property. Any commercial use of property shall be approved by the Declarant or by the Owners in a manner as set forth in Article III, Section 4., as contained herein, and with the appropriate and necessary approval of Kootenai County, State of Idaho, and shall not be

operated in such a manner as to create in any way whatsoever, a conflict with Article VI, Section 7., Nuisances, as contained herein.

9. **Subdivision of A Parcel.** Subdivision of a surveyed parcel as originally owned and sold by Declarant shall be limited to one single division or split, concurrent with written approval from appropriate and necessary regulating agencies of Kootenai County, State of Idaho and of any appropriate and necessary Federal regulating agencies.

A. **Restriction on Subsequent Subdivisions of Parcels.** Any subsequent subdivision of a parcel shall not be divided **EXCEPT WITH PRIOR APPROVAL OF THE KOOTENAI COUNTY COMMISSIONERS, AND AS FOLLOWS:** Parcels A through D, nine (9) acres and Parcels 1 through 11, nineteen (19) acres, except with approval by a majority of a Voting Member quorum and with **PRIOR** approval from **ANY AND ALL APPROPRIATE** County, State and/or Federal regulating agencies.

10. **FIRE PROTECTION TO BE INSTALLED PRIOR TO OBTAINING A KOOTENAI COUNTY OCCUPANCY PERMIT. ALL HOMESITES SHALL BE REQUIRED TO INSTALL A 2500 GALLON STORAGE TANK WITH DRAFTS. ALL HOMES SHALL HAVE A SPRINKLER SYSTEM INSTALLED. ALL HOMES SHALL USE CLASS C OR BETTER ROOFING MATERIALS.**

Article VIII.

Road and Utility Easements: Provisions for Maintenance of Roads

1. **Description of Road and Utility Easements.** The WLF properties and all parcels located therein or as may be hereafter created, are subject to those certain reservation of easements, for both roads and utilities, placed of record on or about May 28, 1993; and as may hereafter be supplemented and/or amended by Declarant. Any maps attached to the easements or to this Declaration, as recorded or provided Owners, may be for estimated parcel locations only, may not be to any particular scale and may include only an estimated location of proposed roads and shall not be construed to be anything more than an illustration and estimation, except with express written designation by Declarant otherwise.

*A. Subsequent supplemental recorded non-exclusive permanent Easements for ingress, egress and utility easements, recorded the 16TH day of August, 1995, by and between the Declarant, its heirs, successors and Assigns, Owner of Lot 4 Block 1 of referenced recorded Plat, Paul and Lynne Malik, their heirs, successors and Assigns, Subsequent Owners of Lot 5 Block 1 of referenced recorded Plat, and Timothy A. Keane, his heirs, successors and Assigns, Owner of property adjacent to beforesaid Lot 5, Block 1 of referenced recorded Plat, and not a part of referenced Plat, herein described as the SE4 NW4, W2 NW4 East of Road & except Tax #, Section 28, Township 50 North, Range 2 West, B.M., all in Kootenai County Idaho.

Said easements are for the purpose of preferred access to benefit the referenced properties and shall run with the properties. SPECIFICALLY, Paul and Lynne Malik, their heirs, successors and Assigns, Subsequent Owners of referenced Lot 5 of Plat shall continue to be subject to all terms and conditions of the initial and subsequent Declarations, pursuant to Article IV, 1. Enforcement Of Declaration. SPECIFICALLY, Timothy A. Keane, his heirs, successors and Assigns, shall be subject only to those Owner terms and conditions of this Declaration, as pertain to road and utility easements and maintenance.

2. **Owner's Use of Easements.** The road and utility easement areas may be used by Owners of each parcel for electrical, telephone and other utility services to each parcel so long as such use does not interfere with the use of the road for ingress and egress of normal vehicular travel. Use of the easement for utility purposes by an individual Owner shall require return of the road to its prior condition under the supervision of the Association's designated agent. Each Owner shall have the right and privilege of enjoyment and use of the roads and/or easements for the purposes of providing utility and vehicle access to their individual parcels. Utilities shall include but not necessarily be limited to the following: Telephone, cable, gas, electric and water and other community utility services. Subject to such limitations as may be imposed by the Association, each Owner may delegate such Owner's right of enjoyment in and to the road easements to the members of family, guests, tenants and invitees of the Owner.

A. **Access.** An Owner shall neither restrict nor prohibit in any way the rights of other Owners to utilize existing roads or roads built to benefit any subsequent subdivision for ingress, egress and utilities across the subject parcels or properties. Further, any Owner(s) of multiple parcels shall provide appropriate and necessary recorded access for egress, egress and utilities upon a sale or resale of any portion of ownership of said multiple parcels. No Owner shall in any way cause a parcel of land to become "landlocked".

3. **Utility Easements.** As more particularly referred to and described in the above-referenced Easements placed of record, May 28, 1993, all Parcels A through D shall have a ten (10) foot easement paralleling all the property boundaries for each parcel and all Parcels 1 through 11 shall have a fifteen (15) foot easement paralleling all the property boundaries for each parcel. Such ten-foot and fifteen-foot easements are for the purpose of providing access to and use of utility easements, as well as construction access, with such utilities being defined to include but not necessarily be limited to water, sanitation, storm drains drainage, telephone and electric transmission lines, telephone cables, gas lines and the like, as may be required to service any parcel, as originally surveyed and as may be subsequently subdivided, and to benefit each Owner. Such easements are not and shall not be dedicated to the general public.

4. **Public Dedication.**

A. **Road Dedication.** If and when the County and/or other road municipality or road authority deem it appropriate that they shall accept the private or other road easements servicing the Premises into their respective highway and/or road systems, the Declarant hereby states that the road and/or road system shall transfer to such municipality or authority who shall thereafter be responsible for the further maintenance of same. Declarant specifically reserves the right, subject to the foregoing, to effect such transfer at any time prior to the 1st day of November, 1996. After such date, the Association may enter into such agreements as it deems appropriate upon a vote of the majority of the voting Owners to effect such transfer. Whether such transfer may be accomplished by the Declarant or by the Association, no separate or other instrument will be necessary in the event that the municipality or authority wishes to accept the road through formal acceptance and/or dedication. The terms of this Declaration dealing with road easements upon such transfer shall automatically become null, void and of no further effect. All other terms of this Declaration shall remain in full force and effect.

B. **Utility Easement Dedication.** Declarant, in its sole discretion, may on or before the 1st day of November, 1996, dedicate or transfer all or any part of the utility easement areas to any municipality, public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by Declarant. After the expiration date, the Association may dedicate or transfer all or any part of such utility easements and utility easement areas upon a majority vote of the voting Owners of the Association.

Absent a transfer of the utility easements and easement areas, the terms of this Declaration pertinent to utility easements shall remain in full force and effect throughout its stated term.

5. Appointment of Designated Agent With Respect to Road Easements & Maintenance Provisions.

A. **Initial Designated Agent.** Declarant, doing business as Rocky Mountain Land Company, shall be the Initial Designated Agent for the management, maintenance, operation and repair of the road system for a period of time ending November 1, 1996.

B. **Association's Authority to Appoint Designated Agents.** Subsequent to the term during which Declarant shall serve as the Initial Designated Agent (November 1, 1996), the Association shall have the right to delegate its obligations with respect to road easements and maintenance to a third party agent for the necessary maintenance, operation, repair and management of the road system(s). Voting Members by a majority vote may designate such third party agent to contract for, and oversee, the maintenance and repairs authorized under this Declaration. An Owner of record may be a Designated Agent for such purposes.

C. **Personal Liability of Agent.** Declarant, as Agent, and any subsequent third party agents, shall not be personally liable for debts contracted by such agents on behalf of the Association and parcel Owners, unless such agent violates the restriction on account withdrawals provided for in Article VII, Section 9E without the prior written consent of a majority of the Voting Members of the Association.

D. **Authority of Designated Agent.** The Association's Designated Agent, including the Initial Designated Agent, shall have the authority to incur expenses on behalf of the Owners of parcels for the repair and maintenance of the roads as deemed reasonable and appropriate, and subject to the specific provisions of Article VII, Sections 8 and 9. Expenses incurred for such repair and maintenance shall be paid prorata per parcel.

E. **Term of Designated Agent.** Designated Agents appointed subsequent to the Initial Designated Agent (Declarant) shall continue in such capacity until such Agent may resign and/or a successor is elected by a majority of the Voting Members of the Association.

7. Fees of Designated\Third Party Agent.

A. **Fees of Declarant (Initial Designated Agent).** Declarant, as the Initial Designated Agent, shall be entitled to a fee of twenty percent (20%) of the actual costs incurred for road maintenance and repair, which fee shall be an expense to be divided prorata among the Owners of parcels in the same manner as expenses of maintenance are divided among the Owners.

B. **Fees of Subsequent Designated Agents.** Compensation or fees for Designated Agents subsequent to the term of the Initial Designated Agent (Declarant) shall be determined by a majority vote of the Voting Members.

8. Authorized Road Maintenance and Repairs. The road maintenance and repairs to be performed under the terms of this Declaration shall be:

Grading\filling of holes; and

Drainage ditches; and

Construction and repair of culverts; and

Snow removal; and

Roadside weed control as may be required from time to time by Kootenai County rules, ordinances and/or regulations.

A. THE DESIGNATED AGENT OR ASSIGNS SHALL CHECK ALL CULVERTS BETWEEN THE END OF EACH SEPTEMBER AND THE BEGINNING OF EACH JANUARY FOR ANY CLOGGING OF THE CULVERTS OR BUILD-UP OF MATERIAL WHICH MAY BLOCK OR DIVERT WATER RUN-OFF. IF WATER FLOW TO/FROM, AND THROUGH THE SAID CULVERTS IS IMPAIRED, THE DESIGNATED AGENT OR ASSIGNS SHALL DO WHATEVER IS NECESSARY TO RESTORE THE WATER FLOW.

B. The Designated Agent shall cause snow removal to be provided, but the costs of such snow removal shall be paid for by Owners living on their respective parcels and requesting such service in writing. In the event snow removal is requested by a nonresident Owner, such service will be provided upon written request to the Designated Agent and the cost of such service shall be billed to the requesting Owner.

Any additional repairs or maintenance shall not be undertaken by the Designated Agent except with the written consent of a majority of the Voting Members.

9. Expenses of Road Maintenance and Repairs.

A. Owner's Responsibility. Owners of parcels, together with their assigns and successors, shall share equally on the basis of one share per parcel the cost of repairing and maintaining roads and/or easements described in this Declaration. Owners of multiple parcels shall pay one share per parcel owned.

(1) Failure to Pay. Statements and/or billings for repairs and maintenance provided to parcel Owners shall be payable in full within thirty days (30) of the date of billing. Any such statement not paid when due shall constitute an assessment which may be foreclosed as a mortgage lien against the affected parcel. Such lien may be foreclosed by the Association or the Designated Agent in the event the Designated Agent has been the authorized billing agent and incurred the cost for which the Agent seeks reimbursement or payment. All assessments, together with interest thereon, at the maximum interest rate allowable under Idaho state law, together with attorney fees and all other expenses incurred in collection shall be served by such lien.

B. Obligations of Association. The Association shall have the obligation to pay all obligations incurred in connection with the maintenance, operation, repair and management of the roads serving the Premises and shall render to the parcel Owners not less than an annual accounting of all monies received by the Association on account or paid out for road maintenance and repairs.

C. Owner's Statements. Statements rendered by the association and/or the Designated Agent shall be provided to parcel Owners, and the amounts represented in such statements shall be exclusively for the improvement, repair, maintenance and management of the roads within the premises. As a standard, road improvements and the cost of same shall be those reasonably necessary to maintain the roads in original or better condition. All of such costs shall be on an equal share basis per parcel and statements shall be payable within thirty (30) days from the date of mailing. Maintenance and repair costs billed to parcel Owners shall be prorated on the basis of an equal share per parcel regardless of parcel size or the number of persons owning a parcel and using the road system. Owners of multiple parcels shall pay one share for each parcel owned.

D. Operating Fund Account. An Operating Fund Account for purpose of depositing payments from parcel Owners shall be established at _____ bank,

located at _____, Cocur d'Alene, Idaho 83814. Such account shall be entitled as the Road Maintenance Account of the WLF Association. Parcel Owners shall be requested to make all checks payable under the terms of this Declaration to such account.

E. **Withdrawals on Account.** Withdrawals from the above designated account in amounts greater than \$300 per item shall require the signature of the Designated Agent, together with such parcel Owner as may be appointed by the Association.

10. **Declarant's Disclaimer.** Declarant, by virtue of this Agreement, neither accepts nor imposes upon itself any financial or physical responsibility for the maintenance and condition of roads, except and as may be limited to those specific responsibilities set forth under the terms of this Declaration and specifically accepted by Declarant by its signature hereon. Financial and other responsibility and liability for the roads shall be borne by the parcel Owners and not by the Declarant.

11. **Rules and Regulations for Road Use and Easements.** Declarant may establish rules and regulations for the use of the roads and/or easements provided for herein. Upon the expiration of the term under which Declarant shall serve as the Initial Designated agent, rules and regulations shall then be accomplished and established by a majority vote of the Voting Members.

Article VIII.

Term of Declaration

1. **Duration.** This Declaration, and all covenants and provisions contained herein, shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any parcel Owner for a period of fifty (50) years from the date of this Declaration, and thereafter shall continue automatically in effect for additional periods of ten (10) years unless otherwise agreed to in writing by seventy-five percent (75%) of the then existing Voting Owners of the Association.

A. **Prohibition Against Revocation of Road Maintenance Provisions.** Notwithstanding the foregoing, the provisions of this Declaration providing for the repair and maintenance of roads and easements shall not be revoked or terminated for any reason whatsoever without the prior express written approval of the Eastside Highway District, Kootenai County, Idaho.

Article IX.

General Provisions

1. **Attorney Fees.** In the event it is necessary for the Association, Declarant and/or any Owner to bring any action to enforce or interpret the terms and conditions of this Declaration, the prevailing party shall be entitled to attorney's fees and costs.

2. **Severability.** Invalidity of any one of the covenants or restrictions contained in this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

3. **Governing Law.** This Declaration shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho.

1410204

DECLARANT:

Northern Rockies Corporation, an Idaho corporation dba
Rocky Mountain Land Company



By: G. Alann Krivor, President

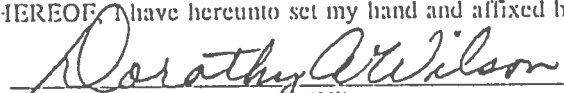
STATE OF IDAHO)

)SS

COUNTY OF KOOTENAI)

On this 16th day of August, 1995, before me, a Notary Public in and for said State, personally appeared G. Alann Krivor, known or identified to me to be the PRESIDENT of Northern Rockies Corporation that executed the instrument on behalf of said Corporation and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year in this certificate first above written.



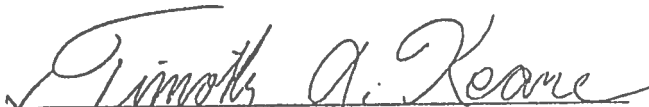
Notary Public: Dorothy A. Wilson

Residing at: Post Falls, Idaho

Commission Expires: November 21, 1999



OWNER OF ADJACENT PROPERTY:


Timothy A. Keane

STATE OF Idaho

COUNTY OF Kootenai

On this 14th day of August, 1995, before me, a Notary Public in and for said State, personally appeared Timothy A. Keane, proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year in this certificate first above written.



Notary Public:

Residing at: Coeur d'Alene, ID

Commission Expires: 8-7-97

STATE OF IDAHO }
COUNTY OF KOOTENAI } ss
AT THE REQUEST OF
Rocky Mountain Land

AUG 16 4 42 PM '95

TOM TARGART

DEPUTY
FEES \$ 33 (1198)

Ball, Dianne

From: Ball, Dianne
Sent: Thursday, April 02, 2015 2:43 PM
To: Marston, Sascha
Cc: Frederick, Adam
Subject: Need modification of Receipt No. N024413
Attachments: Receipt_modify.pdf; Receipt_N031137.pdf

Good afternoon, Sascha,

We need a modification of Receipt No. N024413. See attached copy of receipt and "Request for Withdrawal of Claim with Filing Fees Applied to Application for Permit."

Funds were originally for a claim but it was not issued; instead they needed a regular Water Right. I have the new application in hand and have issued receipt No. N031137 for \$75.00 as balance of WR Permit App Fee. Copy of that also attached.

The \$25.00 on Receipt N024413 needs to be redirected from Northern ID Adjudication, PCA 75503 ~ to Northern Water Permits, PCA 65103.

Under comments please note *Partial Payment for WR Permit App Fee*, and please remove any reference to Water Right 95-15950 at the bottom of receipt

Hoping I haven't left out any needed information, but if so, please let me know.

Thanks,

Have a great rest of the day.

DianneBall

COPY

RECEIVED

MAR 27 2015

IDWR / NORTH

REQUEST FOR WITHDRAWAL OF CLAIM
WITH FILING FEES APPLIED TO APPLICATION FOR PERMIT

Name of Claimant: Michael + Jennifer Booth
Mailing Address: PO Box 398 Coeur d'Alene ID 83316
Amount: \$ 25.00 Receipt No.: N 024413
Claim No(s): 95-15950

I/We wish to withdraw the Notice(s) of Claim to a Water Right which number(s) appear above and for which I/We previously paid a filing fee to the Idaho Department of Water Resources. I request the filing fee I/We paid on the receipt referenced above be applied to filing an Application for Permit.

Jennifer Booth

For Individuals:

J Booth
(Signature of Claimant)

3-27-15
(Date)

(Signature of Claimant)

(Date)

For Organizations:

(Signature of Authorized Agent)

(Date)

(Title)

(Name of Organization)

Return to: Idaho Department of Water Resources
Adjudication Bureau
P.O. Box 83720
Boise, ID 83720-0098

For IDWR Use

Initials

Date

Approval Region
Approval State Office
Data Entry

6/30/09

COPY

Receipt Details for ID N024413

Status	Adjustment Type	Version
		3

General Information:				
Date Received	Date Deposited	Region	Total Amount	Payment Type
5/20/2010 2:19:07 PM	5/20/2010 4:33:00 PM	NORTHERN	\$25.00	Check
Payee:	JENNIFER BOOTH			

Account Information	
Check Number	5973

Comment PARTIAL PAYMENT FOR WR PERMIT APP FEE

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$25.00	PERMITS	65103	0229	21		1155



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

April 13, 2015

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

MICHAEL BOOTH
JENNIFER BOOTH
PO BOX 398
COEUR D ALENE, ID 83816

Application For Permit No. 95-17000

COPY

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 4/16/2015 and 4/23/2015. 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,

AF

Adam Frederick
Water Resource Agent

Ball, Dianne

From: Ball, Dianne
Sent: Monday, April 13, 2015 12:00 PM
To: Legal Notices-CdA Press; Legal Notices-CdA Press - Jen Buley
Subject: Application for Permit No. 95-17000, 95-17002
Attachments: LegalNotice 04-13-15 CDA e-mail 95-17000, 17002.doc

Good morning Jen,

Please publish the enclosed legal notice on the dates indicated, April 16 and 23, 2015, (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 request the person(s) doing layout/setup to note the areas under **USE** – with dates and water amounts offset and lined up. Our published legal should appear as submitted.

Also, please send a proof/preview copy for my review before this actually goes to press.

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 5/4/2015. Your cooperation is greatly appreciated.

Thank you for all the help *you* give in seeing that our legals appear as submitted. It's truly a pleasure to work 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:

95-17000

MICHAEL BOOTH
JENNIFER BOOTH
PO BOX 398
COEUR D ALENE, ID 83816
Point of Diversion SWSW S28 T50N R02W KOOTENAI County
Source GROUND WATER
Use: DOMESTIC 01/01 to 12/31 0.04 CFS
Total Diversion: 0.04 CFS
Date Filed: 4/2/2015
Place of Use: DOMESTIC T50N R02W S28 SESW
Domestic use is for 1 home with up to 1/2 acre of irrigation

95-17002

TRAVIS J ESCHETTE
25106 W CARMAN LN
CHENEY, WA 99004
Point of Diversion L3(SWNE) S3 T47N R04W KOOTENAI County
Source COEUR D ALENE LAKE tributary SPOKANE RIVER
Use: DOMESTIC 01/01 to 12/31 0.05 CFS
Use: FIRE PROTECTION 01/01 to 12/31 0.05 CFS
Total Diversion: 0.05 CFS

Date Filed: 4/8/2015
Place of Use: DOMESTIC T47N R04W S3 L3(SWNE)
Place of Use: FIRE PROTECTION same as DOMESTIC
Domestic use for 1 home 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:

www.idwr.idaho.gov/apps/ExtSearch/WRFiling.asp.

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 5/4/2015. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director
Published on 4/16/2015 and 4/23/2015