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IDWR/North

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

Ident. No. 95-13752

1. Name of applicant(s) RIVER PINES MOBLE HOME PARK Phone 208-667-5096
 Name connector (check one): ☐ and ☐ or ☐ and/or

Mailing address: 7034 EAST MAPLEWOOD AVE. City POST FALLS

State ID _____ Zip 83854 Email: _____

2. Source of water supply GROUNDWATER which is a tributary of N/A

3. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
50N	4W	8	4		NE	NE	KOOTENAI	GROUNDWATER	

4. Water will be used for the following purposes:

Amount 0.13 for DOMESTIC purposes from 1/1 to 12/31 (both dates inclusive)
 (cfs or acre-feet per year)

Amount 0.03 for IRRIGATION purposes from 3/15 to 11/15 (both dates inclusive)
 (cfs or acre-feet per year)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)

5. Total quantity to be appropriated is (a) 0.16 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. SUBMERSIBLE PUMP IN WELL

b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 11.

For dams 10 feet or more in height OR reservoirs with a total storage capacity of 50 acre-feet or more, submit a separate Application for Construction or Enlargement of a New or Existing Dam. Application required? ☐ Yes ☐ No

c. Proposed well diameter is _____ 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? 1933; drilling firm UNKNOWN;

Well was drilled for (well owner) NO; Drilling Permit No. N/A

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; show name of municipality or the applicant's qualifications as a municipal provider. _____

d. Domestic; show number of households 8 MOBLE HOME HOOKUPS

e. Other; describe fully. _____

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	4W	8	D																
			0.5																0.5

Total number of acres to be irrigated: 0.5

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? NONE

10. a. Who owns the property at the point of diversion? MICHAEL D ROLLINS ETUX
- 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: WELL AGREEMENT, ATTACHED

11. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. MOBLE HOME PARK HAS BEEN IN EXISTANCE SINCE 1966

12. Time required for completion of works and application of water to proposed beneficial use is 2 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.

DIANE FINNEY
Signature of Applicant

DIANE FINNEY, SECRETARY
Print Name (and title, if applicable)

Signature of Applicant

Print Name (and title, if applicable)

For Department Use:

Received by *[Signature]* Date 10/28/10 Time _____ Preliminary check by _____
Fee \$ 100.00 Received by NS Receipt No. NO 26213 Date 10/28/2010

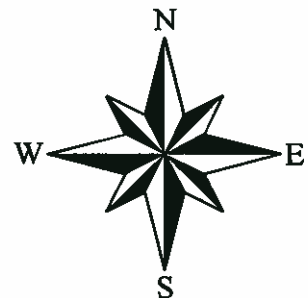
95-13752



0 70 140 280 420 560 Feet

Legend

-  workingpod
-  workingpou
-  QQ
-  Taxlots



1096610

WELL AGREEMENT

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THIS AGREEMENT, made and entered into this 15th day of September, 1987, by and between DONALD V. STILES and DIANA L. STILES, husband and wife, herein the First Party; and ARMAND H. ANDERSON and ^{G.}JEAN ANDERSON, husband and wife; and FRED E. FINNEY, a single man, herein the Second Party,

W I T N E S S E T H:

WHEREAS, the parties hereto have respectively ownership or are about to acquire ownership of the following described real property, to wit:

FIRST PARTY:

PARCEL 1:

The North 180 feet of the property described as follows:

Beginning at the Northeast corner of Section 8, Township 50 North, Range 4 W.B.M., Kootenai County, Idaho; thence West on Section line, 876.5 feet to a stake, place of beginning; thence South 410 feet to a stake; thence East 225 feet to a point; thence North 410 feet to a point; thence West 225 feet to the place of beginning, for this Tract being a part of the Northeast $\frac{1}{4}$ of said Section 8, ~~except the North 180 feet~~ *of the North 180 feet*

SECOND PARTY:

PARCEL 2:

Beginning at the Northeast corner of Section 8, Township 50 North, Range 4 W.B.M., Kootenai County, Idaho; thence West on Section line, 876.5 feet to a stake, place of beginning; thence South 410 feet to a stake; thence East 225 feet to a point; thence North 410 feet to a point; thence West 225 feet to the place of

STATE OF IDAHO }
COUNTY OF KOOTENAI } SS

AT THE REQUEST OF

First American Title Insurance Co.

At 15 minutes past 3 o'clock *p.m.*

Sunday Sept

SEP 16 1987

By Dorothy Kewster
Deputy

Fee \$

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WELL AGREEMENT

beginning, for this Tract being a part of the Northeast $\frac{1}{4}$ of said Section 8, except the North 180 feet thereof.

WHEREAS, there is located and situate on Parcel 1 a well providing water service to each of the two parcels above described, and

WHEREAS, the parties are desirous of setting down in writing the regulation of the use of said well and the water therefrom between them;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto stipulate and agree as follows:

I.

That the said well and the distribution system therein contained and therefrom may be utilized to provide domestic water to one single family dwelling on Parcel 1, and up to ten (10) mobile home spaces on Parcel 2, and is by this agreement restricted to such use.

II.

Each parcel ownership shall be responsible to contribute fifty per cent (50%) of any and all expenses of the maintenance and operation of the said well and distribution system.

III.

It is specifically understood and agreed that domestic use herein referred to shall include limited lawn and/or garden irrigation, it however being the intent of the parties

that the well and distribution system be used to provide water primarily for use and consumption within the household and/or living quarters being used with and in conjunction with the primary household dwelling on Parcel 1 and each of the mobile home units occupying Parcel 2.

IV.

Any expansion of the use of the well system shall be by mutual agreement of the parties.

V.

Any failure on the part of any of the parties to contribute the required share of expenses of maintenance and operation shall constitute a forfeiture of the right to take water therefrom during the period of time such share of expenses remains delinquent.

VI.

The parties agree that they shall not in any manner maintain anything of any kind or nature in close proximity to the well system which might be reasonably calculated to cause any contamination of the water therefrom.

VII.

The parties hereto accept said well and distribution system "as is" as of the date of this agreement, and understand and agree that the sharing of maintenance and operational expenses equally commences accordingly as of this date, including, but not restricted to replacement or repair of any of the major parts thereof.

VIII.

The equal sharing of expenses applies only to the well and distribution system as contained in the area above-described therefore, and any portion of the distribution system belonging to any of the parties outside of said area shall be maintained at such parties' own cost and expense.

IX.

The owner of either parcel may terminate use of such well and distribution system at any time, and shall no longer be responsible for the future maintenance and operation thereof, but in so doing, shall not be relieved of the fifty per cent (50%) share of maintenance and operational expenses incurred to the date of such termination. Further, there shall be the additional responsibility for a fifty per cent (50%) share of any major repair or replacement expense required and becoming necessary within thirty (30) days following such termination.

X.

In the event of litigation involving enforcement or breach of this agreement, the prevailing party shall be entitled to recover, in addition to allowable costs, a reasonable attorney's fee.

XI.

This agreement shall be binding upon the heirs, successors, administrators, personal representatives and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

FIRST PARTY:

SECOND PARTY:

Donald V. Stiles
DONALD V. STILES

Armand H. Anderson
ARMAND H. ANDERSON

Diana L. Stiles
DIANA L. STILES

Jean G. Anderson
JEAN G. ANDERSON

Fred E. Finney
FRED E. FINNEY

STATE OF IDAHO)
)ss.
County of Kootenai)

On this 15th day of September, 1987, before me, a Notary Public in and for said State, personally appeared DONALD V. STILES and DIANA L. STILES, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and they acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Lynne Morgan
Notary Public for Idaho
Residing at Hayden Lake
My Commission Expires: 6-26-91

STATE OF IDAHO)
)ss.
County of Kootenai)

On this 15th day of September, 1987, before me, a
Notary Public in and for said State, personally appeared
ARMAND H. ANDERSON and JEAN ^{G.}ANDERSON, husband and wife, known
to me to be the persons whose names are subscribed to the
foregoing instrument, and they acknowledged to me that they
executed the same.

WITNESS my hand and official seal.

Lynne Morgan
Notary Public for Idaho
Residing at: Hayden Lake
My Commission Expires: 6-26-91

STATE OF IDAHO)
)ss.
County of Kootenai)

On this 15th day of September, 1987, before me, a
Notary Public in and for said State, personally appeared FRED
E. FINNEY, a single man, known to me to be the person whose
name is subscribed to the foregoing instrument, and he
acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Lynne Morgan
Notary Public for Idaho
Residing at: Hayden Lake
My Commission Expires: 6-26-91