

76845

Ident. No. 94-7753

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

RECEIVED

SEP 01 2010

IDWR / NORTH

To appropriate the public waters of the State of Idaho

1. Name of Applicant Coeur d'Alene River Property Partnership Phone 208-769-7011
Rout 16 off of 2nd Street
Mailing address P.O. Box 1731 Coeur d'Alene, ID 83816
2. Source of water supply N. Fork of Coeur d'Alene which is a tributary of Coeur d'Alene River
3. Location of point of diversion is Township 50N Range 4E Sec. 21, in the NE $\frac{1}{4}$, N4 $\frac{1}{4}$, Govt. Lot 4, B.M., Shoes horse County;
additional points of diversion if any:
4. Water will be used for the following purposes:
- | |
|--|
| Amount <u>0.04</u> for <u>irrigation</u> purposes from <u>4/1</u> to <u>10/31</u> (both dates inclusive) |
| (cfs or acre-feet per annum) |
| Amount _____ for _____ purposes from _____ to _____ (both dates inclusive) |
| (cfs or acre-feet per annum) |
| Amount _____ for _____ purposes from _____ to _____ (both dates inclusive) |
| (cfs or acre-feet per annum) |
| Amount _____ for _____ purposes from _____ to _____ (both dates inclusive) |
| (cfs or acre-feet per annum) |
| Amount _____ for _____ purposes from _____ to _____ (both dates inclusive) |
| (cfs or acre-feet per annum) |
5. Total quantity to be appropriated is (a) 0.04 cubic feet per second and/or (b) _____ acre feet per annum
6. Proposed diverting works:
- a. Describe type and size of devices used to divert water from the source _____
- b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet
- 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? _____
- e. If well is already drilled, when? _____; Drilling firm _____
Well was drilled for (well owner) _____; Drilling Permit No. _____
7. Time required for completion of works and application of water to proposed beneficial use is 2 years (minimum 1 year)
8. Description of proposed uses (if irrigation only, go to item 9):
- 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. _____
- d. Domestic; show number of households. _____
- e. Other; describe fully. _____

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9. 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 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	
5N	4E	21					2												2

Total number of acres to be irrigated 2

10. Describe any other water rights used for the same purposes as described above.

11. a. Who owns the property at the point of diversion? Applicant.
- b. Who owns the land to be irrigated or place of use? " "
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make the filing: _____

12. Remarks:

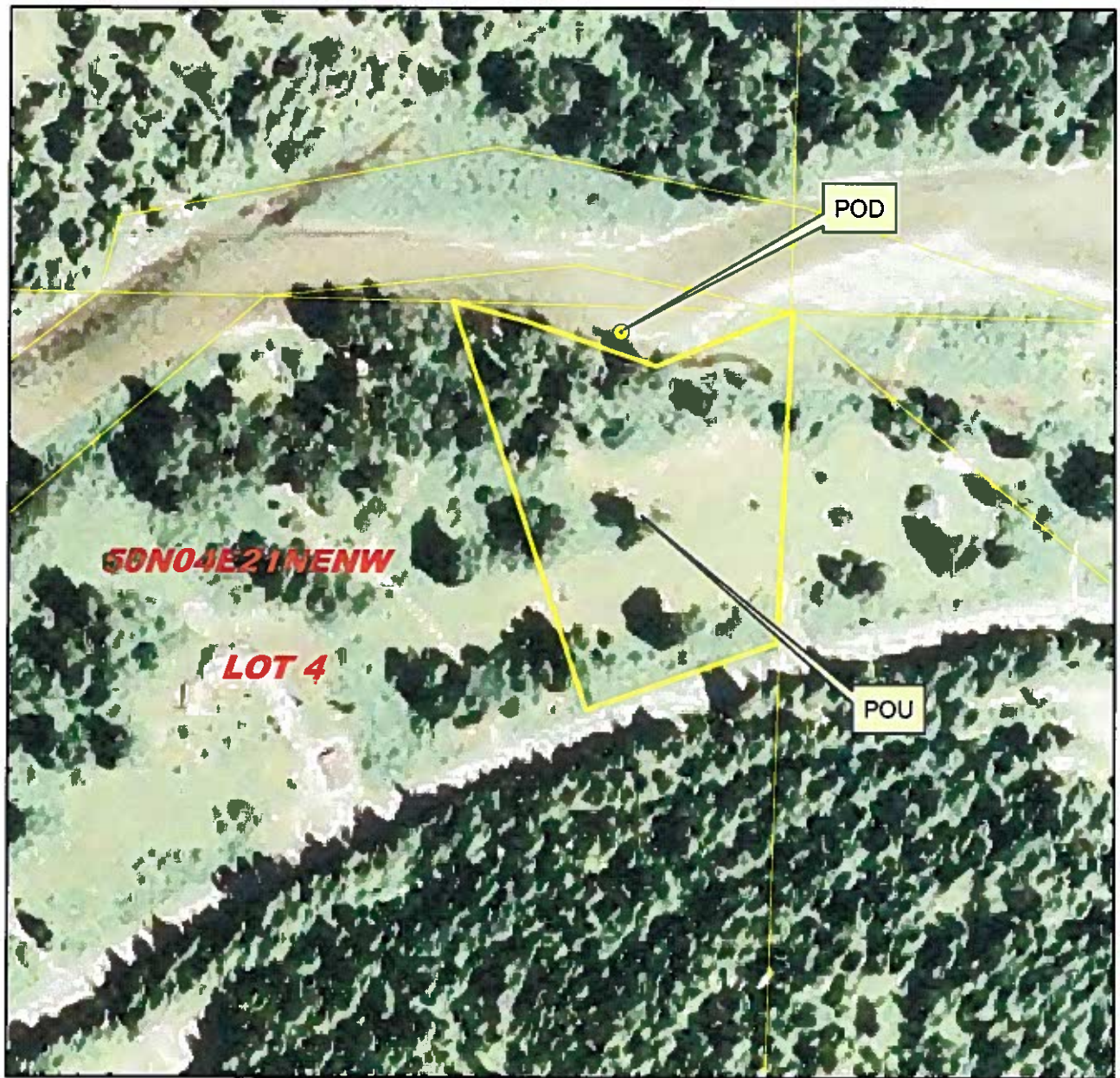
13. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½"x11" map clearly identifying the proposed point of diversion place of use, section #, township & range. (A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.)

BE IT KNOWN that the undersigned hereby makes this application for permit to appropriate the public waters of the State of Idaho as herein set forth.

[Signature]
Signature of Applicant (and title, if applicable)

Received by *[Signature]* Date 9/1/10 Time _____ Preliminary check by _____
 Fee \$ 100.00 Receipted by *[Signature]* # 11025547 Date 9/1/10
 Publication prepared by _____ Date _____ Published in _____
 Publication approved _____ Date _____

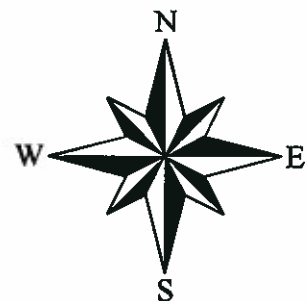
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0 87.5 175 350 525 700 Feet

Legend

-  workingpod
-  workingpou
-  QQ



Coeur d'Alene River Property PartnershipJOINT PROPERTY AGREEMENT

MADE AND ENTERED INTO THIS _____ DAY OF _____, 2010
BY AND BETWEEN:

<u>BRENDA PHILLIPS</u>	(20% OWNERSHIP)	OF: S. 1457 SILVER BEACH ROAD - CDA. 83814
<i>OR</i> <u>RONALD HIGGINS</u>	(20% OWNERSHIP)	OF: P.O BOX 1231 - CDA 83816
<i>OR</i> <u>JAMES F. & CAROL J. ENDERS</u>	(20% OWNERSHIP)	OF: 4300 N. HUNTERCREST DR - CDA. 83815
<i>OR</i> <u>ROBERT & SANDRA MACDONALD</u>	(20% OWNERSHIP)	OF: 1407 SILVER BEACH LOOP RD. - CDA. 83814
<i>OR</i> <u>CHRISTOPHER TED LAVOIE</u>	(10% OWNERSHIP)	OF: 106 THERESA DRIVE - CDA. 83814
<i>OR</i> <u>AMIE S. LAVOIE</u>	(10% OWNERSHIP)	OF: 106 THERESA DRIVE - CDA. 83814

WITNESS, That the above parties do hereby form a General Partnership, under name of C'da River Property Partnership, located in Shoshone County. A tract of land situated in Government Lot 4, Section 21, Township 50 North, Range 4 E.B.M., Shoshone County, State of Idaho, more particularly described as follows:

Beginning at the intersection of the South line of Government Lot 4, Section 21, Township 50 North, Range 4 E.B.M., Shoshone County, Idaho, and the centerline of U.S.F.S. Highway 208
(at Station 61+ 84) thence

The formal partnership will begin on the date above.

Correct and full accounts shall be kept during the life of the partnership, of all monies received and paid and will operate on a calendar year ending 12/31, by the treasurer of the partnership. All cost of ownership, such as; property taxes, utilities, lawn and equipment maintenance, upkeep of the roads, and emptying of the out house (when the property floods the holding tank fills up with water, which needs to be emptied in the spring). The expenses will be divided between each partner according to percentage of ownership. If any of the partners do not pay their percentage of the expenses by December 15th of said year, so the property taxes can be made on time, there will be a late penalty of 10 percent. If there is problem paying the full amount in December, you can pay the remaining amount before June 10th. After two years of non payment actions will be taken.

The Partners shall not mortgage, pledge, create a security interest in, encumber, or otherwise subject to any lien any property or assets owned or used by the Partners or confess any judgment against the Partners without the prior written consent of all Partners

No partner shall sell or otherwise transfer in any way, his or her interest in the partnership, or any part thereof without approval of the other partners. Any attempted transfer by a partner, other than as above, will not be recognized.

No legal action shall be commenced to enforce the rights of the Partnership without the prior written approval of all partners.

In the event of the death of a partner, his undivided interest shall be transferred to his beneficiaries. The said partners family cannot sell, said property, without the written consent of the other partners. The remaining partners would have first chance to purchase the partners share, at fair market value, or approve of the parties to which they would sell. If they choose to keep the partnership in effect, the beneficiaries will be under this same partnership agreement as stated above.

If at any time, any of the partners want to sell their percentage of property, with the approval of all partners. They could pay for the surveyors, etc. to take the partial to the far north of said property. The south end of the property should stay as it is.

Interpretation: This agreement shall be interpreted in accordance with the fair and simple meaning of the words and shall be interpreted strictly against either partner. In construing this agreement, and where the context so requires. This agreement shall be interpreted and construed in accordance with the laws of the State of Idaho.

Integration and Amendment. This agreement is the entire agreement between the parties with respect to its subject matter hereof and supersedes all prior agreements between the parties with respect thereto. No alteration, modifications, or interpretation hereof shall be binding unless in writing and signed by all parties.