

APR 10 2009

DEPARTMENT OF
WATER RESOURCES

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

FOR OFFICE USE ONLY
\$50 Fee Received by SRE/DG
Date 4/10/09
Receipt No. 0088452**REQUEST FOR EXTENSION OF TIME**
TO PROVIDE ADDITIONAL TIME IN WHICH TO SUBMIT PROOF OF
BENEFICIAL USE FOR A WATER RIGHT PERMIT

The Idaho Department of Water Resources will consider this form as a request that the permit holder(s) be granted an additional period of time under the provisions of Section 42-204, Idaho Code in which to complete development of a water right and file proof of beneficial use of water. There is a **FILING FEE** of \$50.00 to be included with this form when filed with IDWR.

Permit No. 84-12143 Date Proof is Due: 4/1/2009
Name(s) of Permit Holder: Timothy D. Lee by TEDRA agreement
Address: P. O. Box 1329 City Kamiah State ID Zip 83536
Telephone No. 208-935-0904 Email: -----

Describe what work has been completed toward the development of this water right:
(This must be filled out! If no work has been completed, show "none".)

Please see attached.

Costing \$ 30,000.00

The permit holder(s) has been unable to complete the remainder of the work for the following reasons:

Please see attached.

Permit holder(s) request an extension to April 1, 2014.

Timothy D. Lee
(Signature) If other than permit holder, Power of Attorney must be supplied.

4/7/09
(Date)

ACTION OF THE DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above request for extension of time be **APPROVED** and the time within which to submit proof of beneficial use is extended to April 1, 2014. **IT IS FURTHER ORDERED** that the permit is **REINSTATED** with the priority advanced to November 28, 2003.

Signed this 24th day of April, 2009.

Jeff Peppersack
JEFF PEPPERSACK, Chief, Water Allocation Bureau

CONTINUATION PAGE

Permit no. 84-12143

Describe what work has been completed toward the development of this water right:

Application was for domestic 0.1 cfs

From 1/1-12/31 domestic storage 8 afa

From 1/1-12/31 domestic from storage 1/1-12/31 8afa

This was for four (4) homes for each of the stated uses. One home has been completed and is being supplied. Robert Lee passed away and subsequent to his death the property has been divided pursuant to this plan for four homes into several parcels of which surveys have been completed along with completion of easements for ingress and egress and water use.

A plan has been developed and is being implemented for supplying piping to each of the home sites along with development of a new cistern and distribution manifold with pump. At this point, the piping for one home system along with a reservoir has been installed and completion of diversion of water for the homestead has occurred costing about \$30,000.

The permit holder(s) has been unable to complete the remainder of the work for the following reasons:

Robert Lee died and a probate commenced. A TEDRA agreement was reached dividing the ground between family members associated with the various homesteads. Legal descriptions and access easements have been surveyed, described and recorded. The easements include those for water on the system. Development of the additional homes is proceeding based on the allocation of the property and the water use agreement being put in place for each of the homesteads. The water distribution system for the additional homesteads has been designed and will include a water manifold and pump system to service the additional properties.

458021

Eric K. Peterson
Clements, Brown & McNichols, P.A.
321 13th Street
P. O. Box 1510
Lewiston, Idaho 83501
Telephone (208)743-6538
Facsimile (208)746-0753
ISB 3675

Lewis County District Court

FILED
AT 3:30 O'CLOCK PM

UCT 29 2007

CATHY LARSON
Clerk of District Court

By Nicole Kinzer Deputy

Instrument # 458021

IDAHO COUNTY, IDAHO,
2007-10-31 09:28:54 No. of Pages: 19
Recorded for : CLEMENTS, BROWN & MCNICHOLS
ROSE E. GEHRING Fee: 57.00
Ex-Officio Recorder Deputy Rose E. Gehring

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF LEWIS

In the matter of the Estate of:

ROBERT E. LEE and DOROTHY B. LEE,
Husband and Wife,

Deceased.

Case no. CV 2006-00136

ESTATE RESOLUTION
AGREEMENT

THIS AGREEMENT is effective as of the 29th day of August, 2007, and is entered into by and between the Parties as set forth below pursuant to Title 15, Chapter 8 of the Idaho Code, the Trust and Estate Dispute Resolution Act.

I. PARTIES

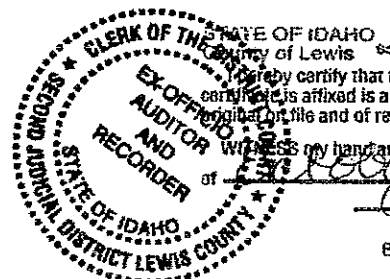
The parties to this agreement are as follows:

- 1.1 Those interested in the estate of ROBERT E. LEE and DOROTHY B. LEE,
husband and wife, are:

TIMOTHY D. LEE (Tim)
P. O. Box 1329
Kamiah, ID 83536

DOROTHY J. RICE (Dottie)
550 Martisen Drive
Kuna, ID 83634

ESTATE RESOLUTION AGREEMENT -1-



I hereby certify that the instrument to which this
certificate is affixed is a true and correct copy of the
original on file and of record in my office

Witness my hand and official seal this 29 day
of August, 2007

Cathy Larson
Clerk of the District Court

By Nicole Kinzer Deputy

ROBERT J. LEE (Bob)
P. O. Box 142
Kamiah, ID 83536

DARLENE E. BROTHERS
423 Franklin Blvd.
Nampa, ID 83687

DOLORES M. SANDERS
P. O. Box 55
Kuna, ID 83634

DEBORAH A. MANZER (Debbie)
6575 Basswood Drive
Rathdrum, ID 83858

- 1.2 Each of the foregoing parties is either a beneficiary of ROBERT A. LEE and DOROTHY B. LEE, or a creditor of their estate. Thus, each is a "party" under Title 15, Chapter 8 of the Idaho Code, which grants parties interested in an estate the power to resolve by agreement the issues which arise in the administration of an estate.

II. Recitals

- 2.1 Robert A. Lee (Dad) died on September 18, 2006, at the age of 92. Dorothy B. Lee (Mom) died on July 22, 1994, at the age of 82.
- 2.2 Robert A. Lee left a last will and testament dated March 26, 1979. Dorothy B. Lee left a last will and testament dated March 26, 1979.
- 2.3 Letters Testamentary were issued to Timothy D. Lee on October 5, 2006.
- 2.4 Pursuant to the terms of both wills, the decedents' property is to be distributed in equal and undivided shares to their children.
- 2.5 The asset of the probate estate is real property located in Lewis County, Idaho.
- 2.6 The State of Idaho has a Medicaid recovery claim for care supplied to Robert A. Lee in the total amount of \$35,942.95.
- 2.7 After discussion between the heirs, a preliminary division of the property was completed in which parcels were identified and numbered along with an additional gravel pit parcel which was not numbered, to be divided between the

- parties as stated in this agreement. A copy of the preliminary division is attached as Exhibit A, "Proposed Property Division".
- 2.8 The decedents' children agreed that the estate would sell parcel two (2) listed on Exhibit A in order to pay the administrative expenses of the estate, the Medicaid claim and to allow sufficient funds to fund this agreement.
- 2.9 The estate has sold parcel two (2) of the real property.
- 2.10 The Medicaid claim of \$35,942.95 was paid from the proceeds of the sale of parcel two (2) at the time of closing.
- 2.11 There are no other significant creditor's claims against the estate.
- 2.12 Administrative expenses are being incurred in the probate process, which are being paid from the residue of the sale of parcel two (2).
- 2.13 As to the children taking an interest in the real property, each would be entitled to approximately 15 acres of land in an equal division.
- 2.14 The children taking the land have worked with each other and a surveyor to identify those parcels which they desire to retain along with access easements to these parcels.
- 2.15 A survey will be completed based upon Exhibit A along with descriptions of each parcel and the easements which form the basis for this agreement.
- 2.16 The property division of the parcels is not in equal 15 acres parcels but in various lot sizes due to variations in geology, topography, existing structures and use.
- 2.17 Tim Lee, as personal representative, has spent approximately 462 hours of his personal time in administering this estate, to which he is entitled to compensation at the rate of \$25.00 per hour, which comes to \$11,550. Tim Lee has also incurred out of pocket expenses for mileage, approximately 3,340 miles at \$.434 per mile, which comes to \$1,450, for a total of \$13,000.
- 2.18 The parties to this agreement, being all of the heirs and devisees of the decedents, wish to divide the real property as stated and pay the funds in this agreement to complete this estate.

III. Agreement

- 3.1 Each of the parties to this agreement recognizes and agrees that Eric K. Peterson represents Timothy D. Lee in his capacity as the Personal Representative acting on behalf of the estate and not Timothy D. Lee personally and that Eric K. Peterson does not represent the beneficiaries. While not representing the other parties, the attorney for the estate and Timothy D. Lee as personal representative owes the other parties a duty of good and fair dealing. Each of the parties recognizes and agrees that they are entitled to and are encouraged to seek separate counsel. Each of the parties also agrees that regardless of whether they choose to retain separate counsel, this agreement constitutes a final and binding agreement upon all the parties.
- 3.2 The parties stipulate and agree that the recitals are true and accurate.
- 3.3 The parties stipulate and agree that while each of them is entitled to an equal undivided interest in the real property of the estate, they want to partition and divide the property as stated in this agreement.
- 3.4 Tim Lee will not charge a personal representative's fee for administering the estate nor will he seek reimbursement for his costs and expenses.
- 3.5 Each of the heirs will receive the following property indicated in attached Exhibit A (as finally surveyed or described) free and clear of any interest of the other heirs, other than as stated in this agreement, along with an easement for ingress and egress:

TIMOTHY D. LEE
P. O. Box 1329
Kamiah, ID 83536

Parcel Eight (8) and parcel Nine (9)

DOROTHY J. RICE
550 Martisen Drive
Kuna, ID 83634

Parcel Four (4)

ROBERT J. LEE
P. O. Box 142
Kamiah, ID 83536

Parcel Six (6)

DARLENE E. BROTHERS
423 Franklin Blvd.
Nampa, ID 83687

Parcel Five (5)

DOLORES M. SANDERS
P. O. Box 55
Kuna, ID 83634

Parcel Three (3) and parcel Seven (7)

DEBORAH A. MANZER
6575 Basswood Drive
Rathdrum, ID 83858

Parcel One (1)

- 3.6 All of the parties to the agreement will have an equal and undivided interest in the gravel pit.
- 3.7 Parcel 4 will be conveyed to Dorothy J. Rice. Because of its location and physical land restrictions, this parcel is 13.943 acres and was agreed to by Ray and Dorothy Rice.
- 3.8 Parcel 5 will be conveyed to Darlene E. Brothers. Because of its location and physical land restrictions this parcel is 13.65 acres and was agreed to by Don and Darlene Brothers.
- 3.9 Parcel 3 and parcel 7 will be conveyed to Dolores M. Sanders. Because of the location and physical land restrictions these parcels combined total 12.892 acres and were agreed to with Stan and Dolores Sanders.
- 3.10 Parcel 6 will be conveyed to Robert J. Lee. Because of its location and physical land restrictions, this parcel is 13.474 acres and was laid out in agreement with Robert J. Lee (complete Parcel 6 is 13.474 acres - Parcel 6a at 2.102 acres and 6b at 3.148 acres are inclusive in the 13.474 acres).
- 3.11 Parcel 8 and parcel 9 will be conveyed to Timothy D. Lee. Because of their location and physical land restrictions, these parcels are 22.94 acres and were laid out in agreement with Tim and Marta Lee.
- 3.12 Parcel 1 will be conveyed to Deborah A. Manzer. Because of its location and physical land restrictions, this parcel is 14.82 acres and was laid out in

agreement with Robert and Deborah Manzer.

- 3.13 The deeds and easements required by this agreement will use the descriptions supplied by a final survey based on attached Exhibit A.
- 3.14 At his cost, Tim agrees to construct a road similar to the existing road serving parcel 5 on the described easement located between parcels 5 and 3.
- 3.15 Tim agrees to improve the well and water system to include a cistern located by Dad's house that can be accessed by the owners of parcels 3, 6, 7, 8 and 9 as long as family members own these parcels and providing there is an adequate water supply. This water supply is to be used for domestic purposes only use.
- 3.16 For irrigation purposes, Tim agrees to provide an outside water system for parcels 3, 6, 7, 8 and 9 from the ponds on parcel 9 to a cistern on parcel 7 (by dad's house) that can be accessed by the owners of parcels 3, 6, 7, 8 and 9 as long as family members own these parcels. If a parcel is conveyed to a non-family member, the right to use this water shall cease.
- 3.17 Dad's home is located in parcel 6 being conveyed to Bob along with the adjoining 3.148 acres. The home and the adjoining 3.148 acres are described in Exhibit B, "Dad's Home and Adjoining 3.148 Acres".
- 3.18 Use of Dad's Home and Adjoining 3.148 Acres. It is the intention of the parties that even though Bob owns Dad's home and the adjoining 3.148 acres ("Dad's home"), each party, as long as that party member is alive, shall have the right to the use and enjoyment of Dad's home as stated in this agreement.
 - 3.18.1 Rules and Regulations Relating to Use. Each party's use of Dad's home shall be subject to the following rules and regulations: (1) the parties may agree among themselves to exclusive weeks or days of use from time to time, upon such terms as may be mutually acceptable to them, but no such agreement shall effect a permanent change in a party's use unless all the parties agree in writing to such change; (2) A party to this agreement shall have the right to permit any member of his or her family to have and enjoy any of his or her rights of use to Dad's home, upon such terms and conditions as the parties may deem proper; provided,

however, no party shall use Dad's home as a permanent residence or for commercial or rental purposes; (3) As among the parties, it is agreed that any damage or loss to the personal property or improvements at Dad's home resulting from breakage, abuse or misuse thereof, other than damages or casualty losses which are covered by insurance maintained by Bob, shall be the responsibility of the party during whose occupancy period such damage occurred, and such party shall immediately repair or replace all such damage or loss. Accordingly, it shall be the responsibility of each party who permits another party to use Dad's home during such party's occupancy period to make such arrangements with that party for damage responsibility as they deem appropriate; and (4) Each party shall leave Dad's home in a clean and orderly condition and shall be responsible for seeing that their guests leave Dad's home in a clean and orderly condition. The foregoing rules and regulations may be altered or amended in any reasonable manner at any time by the unanimous agreement of the then-living parties to this agreement or if more than two parties, then at least a two-thirds majority of the then-living parties. Any such alteration or amendment shall be in writing and signed by the then-living parties approving the same. Written notice of each alteration or amendment to the rules and regulations shall be given to each party, and changes shall not become effective until at least ten (10) days after such notice is given.

3.18.2 Expenses of Ownership and Operation of Dad's Home. Bob shall pay all expenses of ownership and operation of Dad's home. Expenses of ownership and operation shall include, but are not necessarily limited to, the following: real and personal property taxes, utility services, insurance, repair and replacement of furnishings and appliances (other than damage repairs which are the responsibility of a particular party as above provided).

3.19 Sale or Transfer of Dad's Home and Adjoining 3.148 Acres. Bob has received

Dad's home and the adjoining 3.148 acres with the property he received by this agreement. Bob shall not sell or transfer his ownership interest in Dad's home and the adjoining 3.148 acres received pursuant to this agreement, except as provided in this Section.

3.19.1 Sale of Dad's Home and Adjoining 3.148 Acres. The terms and provisions of this paragraph shall apply so long as Bob owns Dad's home and the adjoining 3.148 acres conveyed to him by this agreement. In the event Bob shall receive a bona fide offer, or shall desire to make an offer, for the sale of his ownership of Dad's home and the adjoining 3.148 acres, Bob shall not make or accept such offer unless he shall have first offered in writing (in the manner provided for giving of notices in this agreement) to the other parties to this agreement the right and option to purchase Dad's home and the adjoining 3.148 acres for a sum equal to the tendered offer upon the same terms and conditions. In the event another party accepts such offer, he or she shall be allowed not less than ninety (90) days following acceptance in which to close the purchase transaction and make any payment or comply with the terms required. The parties agree that remedies at law are inadequate for the enforcement of the options and rights as set forth and the parties specifically consent and agree to a court specifically enforcing the terms and conditions of this provision. If such offer is not accepted, Dad's home and the adjoining 3.148 acres may be sold at any time within the succeeding six months, without further notice to the other parties to this agreement.

3.19.2 Involuntary Transfer of an Ownership Interest In the event the ownership of Dad's home and the adjoining 3.148 acres shall be involuntarily transferred to another person or entity by virtue of legal or judicial proceedings (including any transfer between spouses in a domestic relations proceeding), then the other parties to this agreement shall have the right and option to purchase Dad's home and the adjoining 3.148 acres from the proposed transferee or transferee thereof exercisable in

the same manner as set forth in Paragraph 3.19.1. The purchase price shall be the then assessed value of the real property being involuntarily transferred as stated by the county assessor for the real property valuation, including any exemptions associated with the real property.

- 3.20 Any notices required to be given hereunder shall be in writing and shall be deemed given when either personally delivered to the party entitled to notice or deposited in the U.S. Mail, postage pre-paid, certified mail, return receipt requested and addressed as follows:

TIMOTHY D. LEE
P. O. Box 1329
Kamiah, ID 83536

DOROTHY J. RICE
550 Martisen Drive
Kuna, ID 83634

ROBERT J. LEE
P. O. Box 142
Kamiah, ID 83536

DARLENE E. BROTHERS
423 Franklin Blvd.
Nampa, ID 83687

DOLORES M. SANDERS
P. O. Box 55
Kuna, ID 83634

DEBORAH A. MANZER
6575 Basswood Drive
Rathdrum, ID 83858

- 3.21 Any party may change the address to which notice by mail is to be given to that party by giving written notice of the change of the mailing address in the manner specified above.
- 3.22 The parties waive any accounting required of the personal representative in association with the closure of the estate.

- 3.23 The parties agree with this proposed distribution, and authorize the Personal Representative to make distribution as set forth in this agreement and to close the probate estate by filing with the court a notice of completion of the terms of this agreement.

IV. General Terms and Conditions

- 4.1 Pursuant to Idaho Code §15-8-303, the Parties shall cause this Agreement to be filed in the above-entitled court and cause. The Parties hereby waive all notice that may otherwise be required by statute when this Agreement is filed with the court. The Parties further agree that, upon filing this Agreement in the above-mentioned court, the Agreement will be deemed approved by said court and will be equivalent to a final court order, binding on all persons interested in the Estate of Robert A. Lee and Dorothy B. Lee, husband and wife.
- 4.2 The parties also waive any right they may have to appeal from such order.
- 4.3 In consideration of the agreement, each of the parties hereby release and forever discharge each other party, the parties' heirs, and personal representatives, including but not limited to Timothy D. Lee, from any and all past, present, or future claims, demands obligations, actions, causes of actions, rights, damages, costs, losses, expenses, attorney fees, and compensation of any nature whatsoever attributable to or arising out of the distribution of decedents' estates as described in this agreement.
- 4.4 This agreement is personal to each of the parties. None of the rights, powers, or privileges of any party may be assigned to any third party and attempt at assignment shall be void.
- 4.5 In the event legal action becomes necessary to enforce or interpret the terms of this agreement, the prevailing party in such action shall be entitled to recover reasonable attorney fees and costs incurred in such action as determined by the court. In the event of any appeals from such actions, the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred in such appeals as determined by the court.
- 4.6 This agreement is made in accordance with and shall be interpreted and

governed by the laws of the State of Idaho. If any action or other proceeding shall be brought on or in connection with this agreement, the venue of such action shall be in Lewis County, Idaho. Each of the parties agrees to the jurisdiction of such forum.

- 4.7 The parties agree to execute all documents necessary to implement the provisions of this agreement.
- 4.8 No waiver, modification, or amendment of any term or condition of this agreement shall be effective unless in writing executed by all of the parties. Neither the failure nor the delay on the part of any party to exercise any right, power, or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof, or the exercise of any other right, power, or privilege.
- 4.9 There are no verbal or other agreements which qualify, modify, or supplement this agreement.
- 4.10 Subject to the provisions restricting assignments, all rights and obligations of the parties shall be binding upon and inure to the benefit of their heirs, personal representatives, and successors.
- 4.11 This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same original. A facsimile signature shall be deemed to be the equivalent of an original signature.
- 4.12 Each of the Parties, as parties hereto, have been advised that Eric K. Peterson of the law firm of Clements, Brown & McNichols, P.A. prepared this agreement as the attorney representing Timothy D. Lee as personal representative acting on behalf of the estate and not himself personally. While not representing the other parties, the attorney for the estate and Timothy D. Lee as personal representative owe the other parties a duty of good faith and fair dealings. The parties are advised to seek the advice of independent counsel and, by signing this agreement, each of the parties is indicating that they have done so or determined that such independent representation was not necessary.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date first above written.

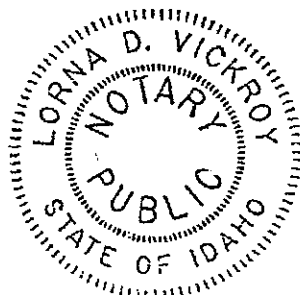
Timothy D. Lee
TIMOTHY D. LEE
P. O. Box 1329
Kamiah, ID. 83536

Date 8/27/07

STATE OF IDAHO)
 : ss.
County of Lewis)

I certify that I know or have satisfactory evidence that TIMOTHY D. LEE is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 27th day of August 2007.



Lorna D. Vickroy
Notary Public, State of Idaho
Residing at: Kamiah
My appointment expires: 2/12/2008

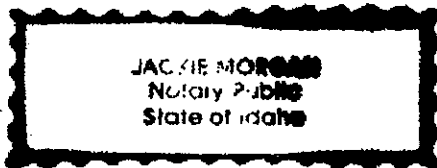
Dorothy J Rice
DOROTHY J. RICE
550 Martisen Drive
Kuna, ID 83634

Date 8-13-07

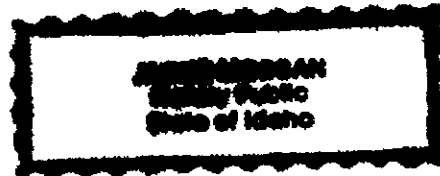
STATE OF IDAHO)
 : ss.
County of Ada)

I certify that I know or have satisfactory evidence that DOROTHY J. RICE is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 13th day of August 2007.



Jackie Morgan
Notary Public, State of Idaho
Residing at: Manpa
My appointment expires: 4-13-13



Robert J. Lee
ROBERT J. LEE
P. O. Box 142
Kamiah, ID 83536

Date Aug. 27-07

STATE OF IDAHO)
 : ss.
County of Lewis)

I certify that I know or have satisfactory evidence that ROBERT J. LEE is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 27th day of August 2007.



Lorna D. Vickroy
Notary Public, State of Idaho
Residing at: Kamiah
My appointment expires: 2/12/2008

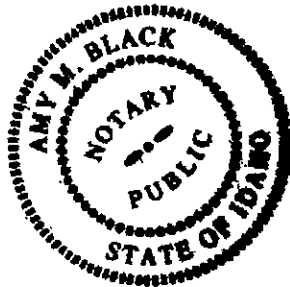
Darlene Brothers
DARLENE E. BROTHERS
423 Franklin Blvd.
Nampa, ID 83687

Date 8-22-07

STATE OF IDAHO)
 : ss.
County of Canyon)

I certify that I know or have satisfactory evidence that DARLENE E. BROTHERS is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 22nd day of August 2007.



Amy M. Black
Notary Public, State of Idaho
Residing at: Ada County
My appointment expires: 1-31-13

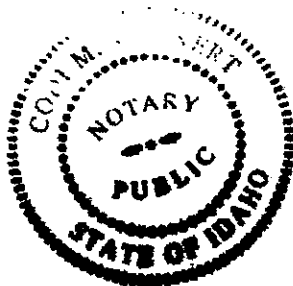
Dolores M. Sanders
DOLORES M. SANDERS
P. O. Box 55
Kuna, ID 83634

Date 8-13-07

STATE OF IDAHO)
 : ss.
County of Ada)

I certify that I know or have satisfactory evidence that DOLORES M. SANDERS is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 13th day of August 2007.



Coli Wacker
Notary Public, State of Idaho
Residing at: Kuna
My appointment expires: 1/15/10

Deborah A Manzer
DEBORAH A. MANZER
6575 Basswood Drive
Rathdrum, ID 83858

Date 23 August 2007

STATE OF IDAHO)
): ss.
County of Kootenai)

I certify that I know or have satisfactory evidence that DEBORAH A. MANZER is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 23rd day of August 2007.



Christine Lindmeyer
Notary Public, State of Idaho
Residing at: Post Falls
My appointment expires: 5/16/2011

Exhibit "A" - Proposed Property Division

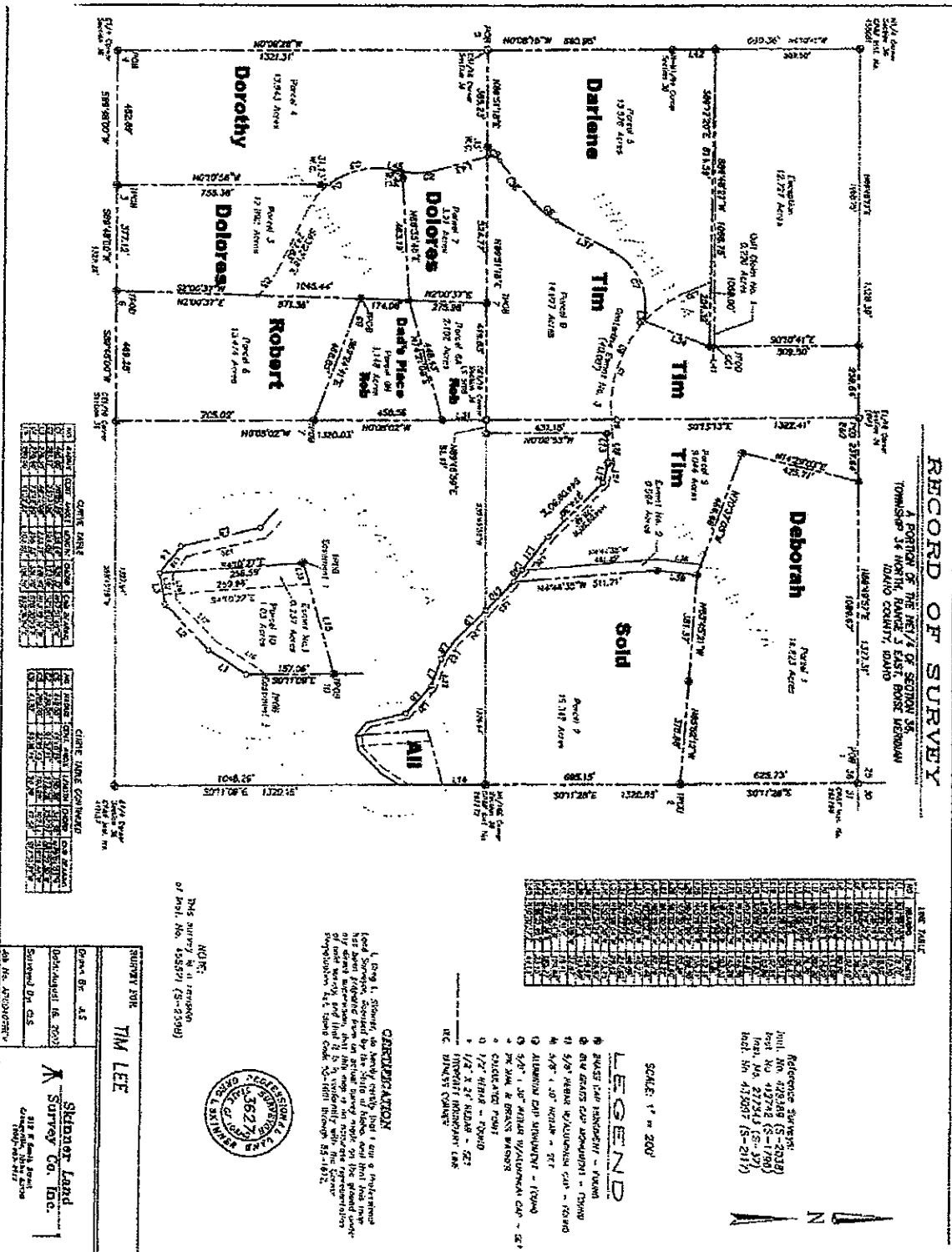


EXHIBIT B
"Dad's Home and Adjoining 3.148 Acres"

