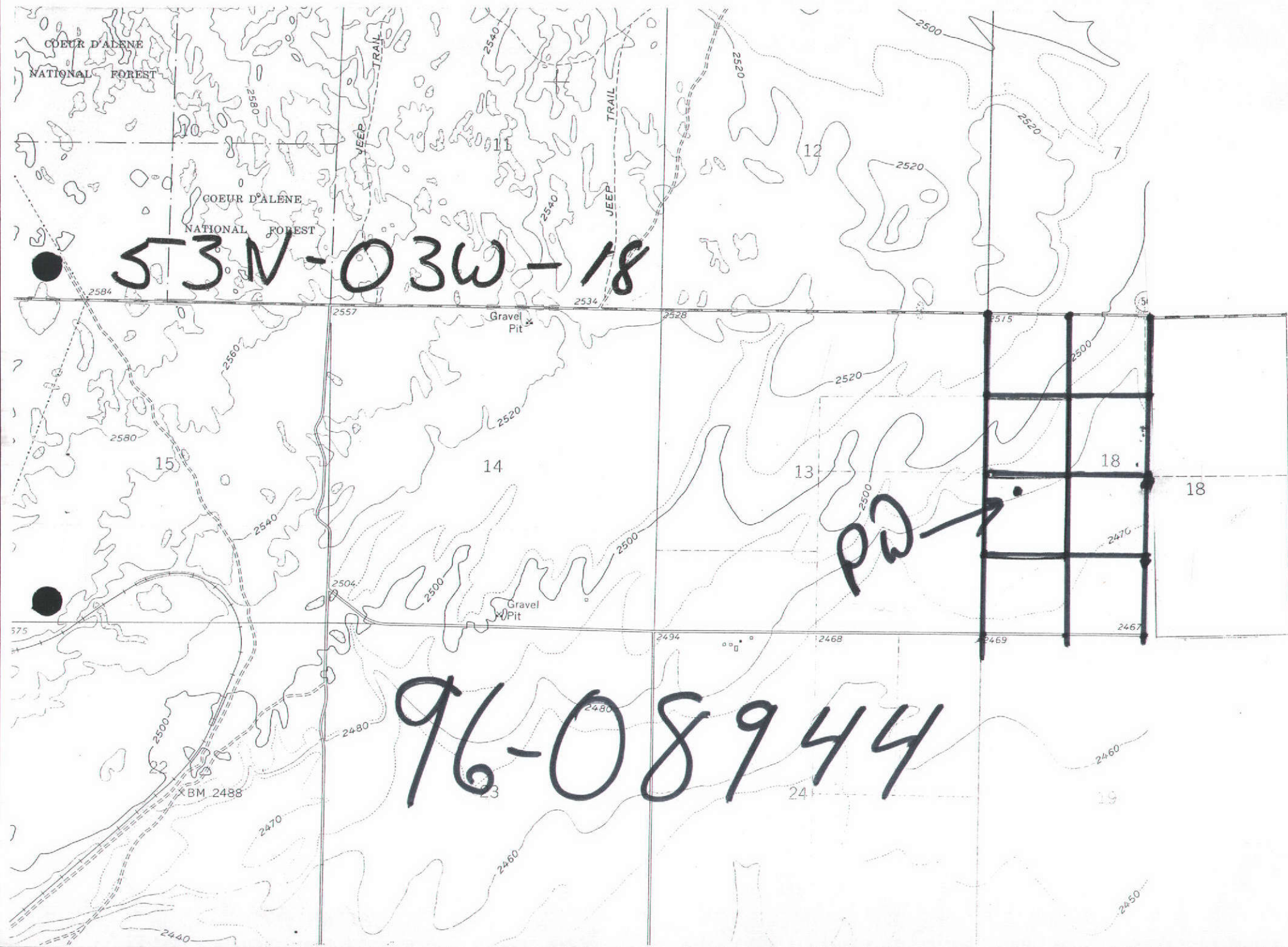




COEUR D'ALENE
NATIONAL FOREST

COEUR D'ALENE
NATIONAL FOREST

53N-03W-18

Gravel Pit

Gravel Pit

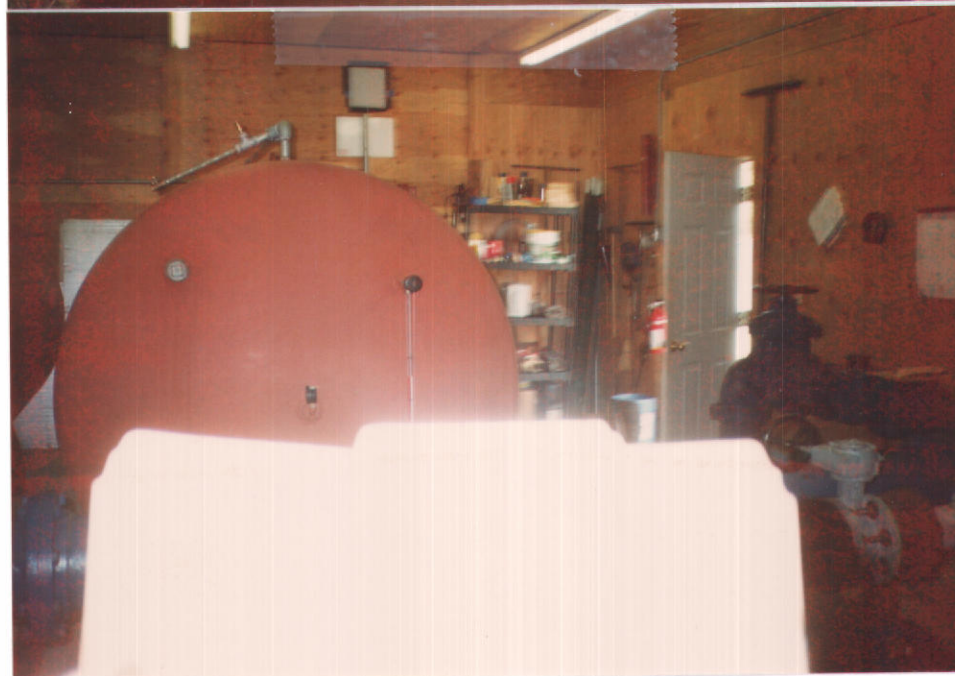
BM 2488

96-08944

PD →



90



Pump Hoos &
Flawmeter

96-8944

FOR OFFICE USE ONLY
Amt. of Fee \$ 150.00
Receipt No. 2014793
Receipt By: _____
Date Received: 12-31-01

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
PROOF OF BENEFICIAL USE

The Idaho Department of Water Resources considers this form a statement that the permit holder(s) has/have completed all development that will occur under this permit and that water has been applied according to the provisions of the permit for the beneficial use(s) described below. This form must be accompanied by a license examination fee, when necessary, or be accompanied by a completed field examination report prepared by a certified water right examiner.

1. Permit No. 96-8944 Telephone No. 208-683-5054
2. Name of Permit Holder(s): REMINGTON RECREATIONAL WATER DISTRICT
3. Mailing Address: P.O. BOX 2788
City HAYDEN State ID Zip 83835
4. Source of Water: GROUNDWATER If GROUNDWATER (well), Date Drilled: mo. 3 yr. 98
Well Driller: H2O WELL SERVICE, INC. Drilling Permit Number: 96-96-N-0286-000
5. Use(s) (as authorized by the water right permit):
Domestic (No. of households): _____ Stockwater (No. and type of stock): _____
Irrigation (No. of acres): _____ Other: MUNICIPAL
6. Total rate of diversion and/or volume for which proof is submitted: 433 cfs OR _____ acre-feet
7. Measuring Device Requirement: (refer to the approval conditions on your permit and respond accordingly)
(This question is not optional. Please check either yes or no. Proofs returned not checked accordingly, will be considered incomplete)
Measuring Device: Is a measuring device required? Yes ☒ or No _____
Has the measuring device been installed? Yes ☒ or No _____
8. Fee Enclosed: \$ PREVIOUSLY PAID 12/01 (See Fee Schedule on back of the instructions for filing proof of beneficial use)
9. Person to contact to accompany the Department representative during field examination of the water system.
Name: ROBERT KUCHENSKI Telephone Number: 208-683-5054
Address: REMINGTON WATER DISTRICT, P.O. BOX 468, ARNOLD, ID 83801
10. The information given on this form is my true statement of the extent to which the above numbered permit has been developed and water has been diverted. I agree to relinquish any undeveloped portion of the permit to the State of Idaho.

Signature of permit holder: Robert Kuchenski - Manager Date: 1-24-02
(include your title, if on behalf of company or organization)

MICROFILMED
2002

State of Idaho
Department of Water Resources
Permit To Appropriate Water
NO. 96-08944

Proposed Priority: October 15, 1996

Maximum Diversion Rate:

0.33 CFS

This is to certify, that REMINGTON RECREATIONAL WATER DISTRICT
PO BOX 130
ATHOL ID 83801-0130

has applied for a permit to appropriate water from: GROUNDWATER

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

BENEFICIAL USE

PERIOD OF USE

RATE OF DIVERSION

MUNICIPAL

01/01 to 12/31

0.33 CFS

LOCATION OF POINT(S) OF DIVERSION: Lot 3(NWSW), Sec. 18, Township 53N, Range 03W
KOOTENAI County

PLACE OF USE: See Remarks

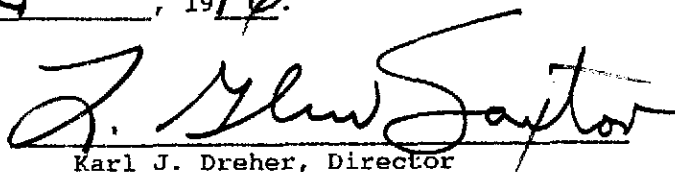
CONDITIONS OF APPROVAL AND REMARKS

1. Proof of construction of works and application of water to beneficial use shall be submitted on or before December 1, 2001.
2. Subject to all prior water rights.
3. Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which permit holder had no control.
4. After specific notification by the department, the right holder shall install a suitable measuring device or shall enter into an agreement with the department to determine the amount of water diverted from power records and shall annually report the information to the department.
5. The issuance of this right does not grant any right-of-way or easement across the land of another.
6. Point of diversion is located within Lot 19, Blk. 2, Shamrock Ranch Subdivision.
7. Place of use is located with the service area of the Remington Recreational Water District, DEQ-PWS #1280270.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code.
Witness the signature of the Director, affixed at Boise, this

12th day of December, 1996.

WITNESSED BY


Karl J. Dreher, Director

RECEIVED

DEC 09 1996

Department of Water Resources

Ident. No. 96-89441

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of Applicant Remington Recreational Water District Phone 208-772-6034
Mailing address P.O. Box 130 Athol, ID 83801
2. Source of water supply Rathdrum Aquifer Groundwater which is a tributary of _____
3. Location of point of diversion is Township 53N Range 3W Sec. 18, in the XW NW 1/4, SW 1/4, _____ 1/4, Govt. Lot 3, B.M., Kootenai County;
additional points of diversion if any: _____
4. Water will be used for the following purposes:
Amount .33 for Municipal purposes from 01/01 to 12/31 (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)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated is (a) .33 and/or (b) _____
cubic feet per second acre feet per annum
6. Proposed diverting works:
 - a. Describe type and size of devices used to divert water from the source 40 HP pump and 8" well
 - b. Height of storage dam _____ feet; active reservoir capacity 100,000 gallons acre-feet; total reservoir capacity _____ acre-feet
 - c. Proposed well diameter is 8" inches; proposed depth of well is 500 feet
 - d. Is ground water with a temperature of greater than 85°F being sought? No
 - e. If well is already drilled, when? _____; Drilling firm H2O;
Well was drilled for (well owner) _____; Drilling Permit No. 96-96-N-0286-000
7. Time required for completion of works and application of water to proposed beneficial use is 5 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. Remington Recreational Water District
 - d. Domestic; show number of households. _____
 - e. Other; describe fully. _____

RECEIVED

JAN 24 1997

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 use below. See instructions for standard symbols.

TWP	RGE	SEC	N E				N W				S W				S E				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total number of acres to be irrigated _____

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? Herbert and Charlene Hoge

b. Who owns the land to be irrigated or place of use? _____

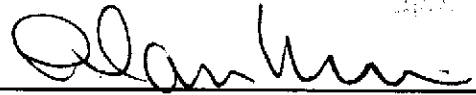
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: See attached "Ground Lease"

12. Remarks: Place of use will be located within the service area of the Remington Recreational Water District. See attached information on the municipal standing of said district.

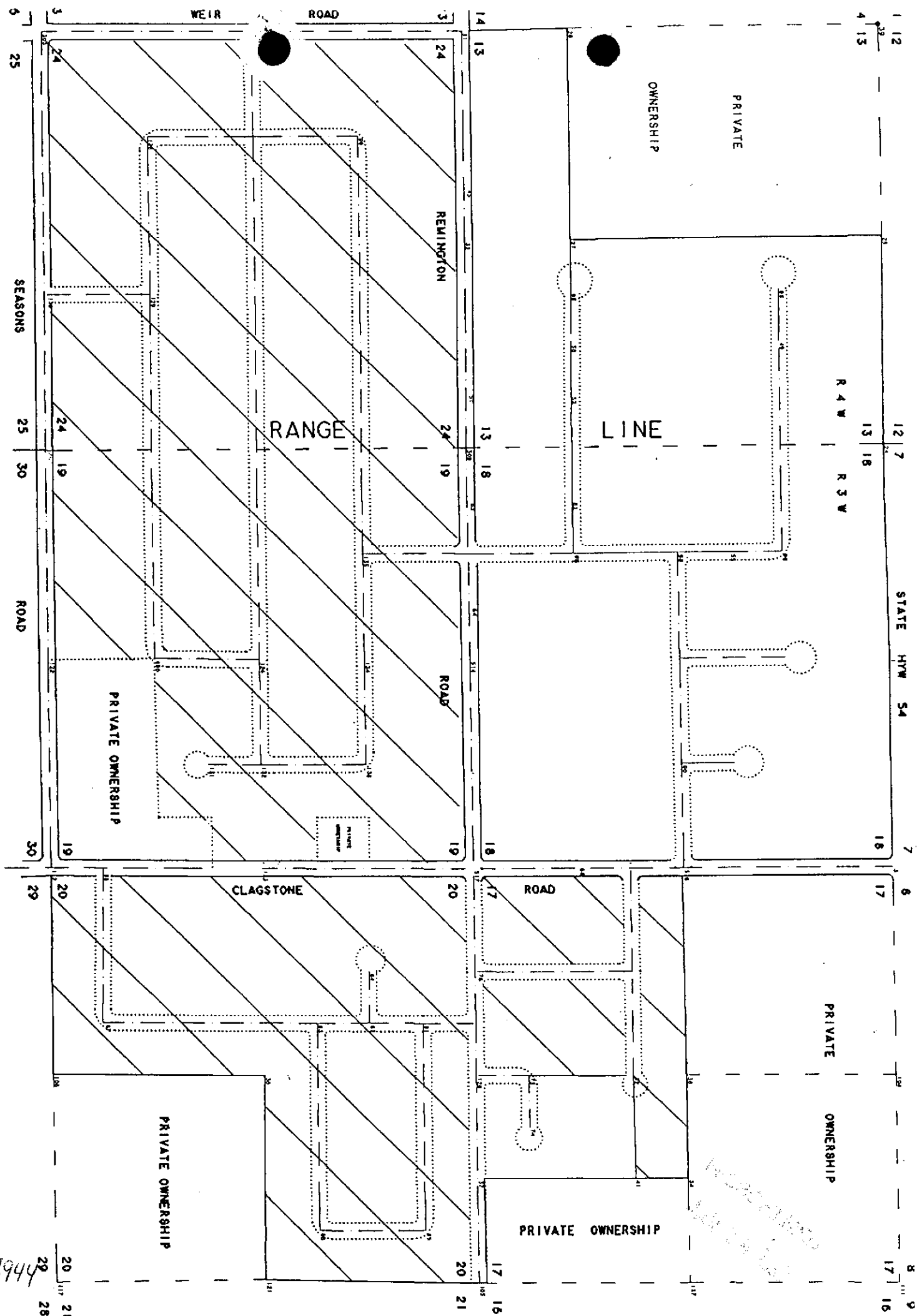
DEC - 12-5 77/128

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.

 CHAIR
Signature of Applicant (and title, if applicable)

Received by AB Date 12/15/96 Time 10:00 Preliminary check by AB
Fee \$ 100 Received by AB # 2016745 Date 12/15/96
Publication prepared by AB Date 10/30 + 31/96 Published in COG News 11/7 + 14/96
Publication approved AB Date 11/27/96



Approved
Date: 10/10/2010

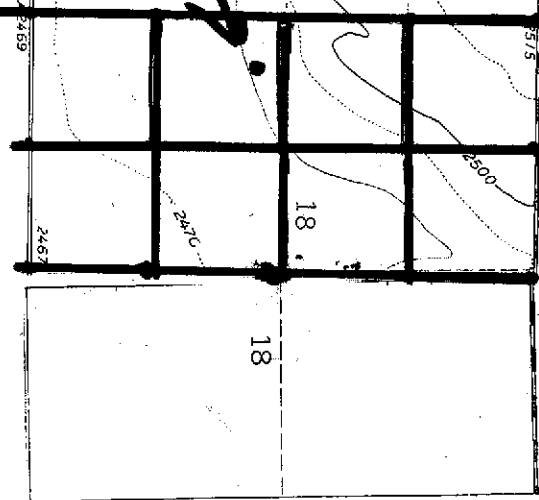
96-08944

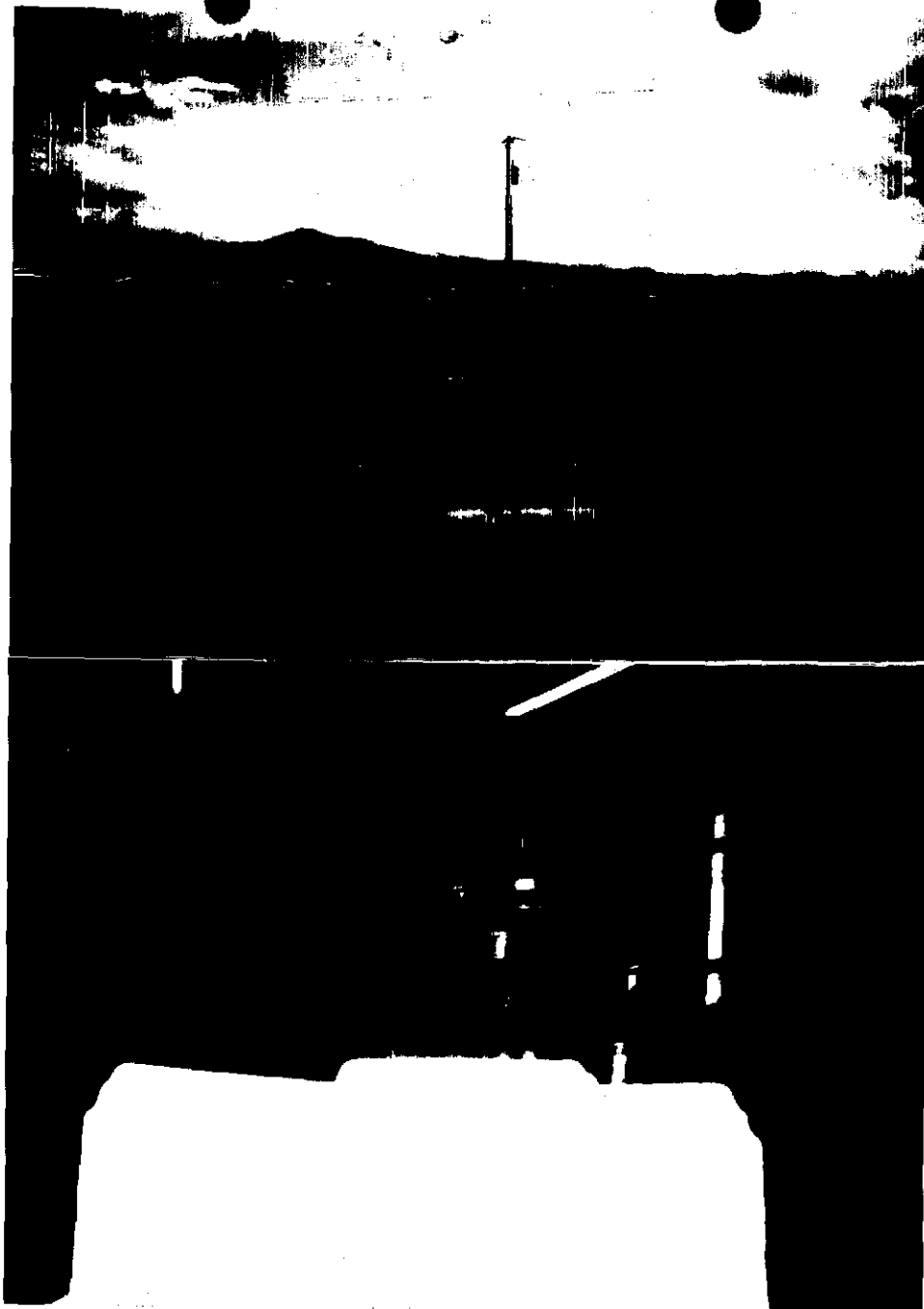


53N-03W-18

96-08944

PO →





PO

Pump House &
Flowmeter

96-8944

E. NARRATIVE/REMARKS/COMMENTS

Notice this measurement is higher than permits. But when combined with 96-08946 it makes up for short coming on that permit.

Have conditions of permit approval been met? ☒ yes ☐ no

F. FLOW CALCULATIONS

Measured Method:

Additional Computation Sheets Attached

$$\frac{250 \times 1.33681}{60} = 0.55 \text{ cfs}$$

Flow meter 250 gpm

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = \underline{\hspace{2cm}}$$

$$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = \underline{\hspace{2cm}}$$

$$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} = \underline{\hspace{2cm}}$$

2. Volume Calculations for Other Uses:

H. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
<i>Municipal</i>	<i>01-01</i>	<i>12-31</i>	<i>0.33</i>	
Totals:			<i>0.33</i>	

2. Recommended Amendments

☐ Change P.D. as reflected above ☐ Add P.D. as reflected above ☐ None
☐ Change P.U. as reflected above ☐ Add P.U. as reflected above ☐ Other

I. AUTHENTICATIONField Examiner's Name *Wayne Baldwin* Date *9-25-02*

Reviewer _____ Date _____

SEAL



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

April 2, 2002

REMINGTON RECREATIONAL WATER DISTRICT
PO BOX 2788
HAYDEN ID 83835

PROOF ACKNOWLEDGEMENT LETTER

RE: PERMIT NO. 96-08944

Dear Permit Holder:

The department acknowledges receipt of the proof of beneficial use form and examination fee submitted for the above referenced permit. Enclosed is an order reinstating the permit advancing the priority since proof was submitted after the proof due date.

Please be advised that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office.

The next step in the process of developing a water right is for the department to conduct a field examination to determine and confirm the use being made of the water. The regional office staff will contact you when that examination is to be conducted. If you have questions concerning the field examination, please contact the **Northern** Regional Office of the department in Coeur d'Alene at (208) 769-1450.

Sincerely,

Deborah J. Gibson
Administrative Assistant
Water Allocation Bureau

Enclosure
c: IDWR - Region (w/encl.)

MICROFILMED

OCT 17 2002

ANALYSIS SHEET FOR PROOF OF BENEFICIAL USE

Permit No.: 96-8944

Reviewed By: dgibson

Date: March 26, 2002

	<u>Yes</u>	<u>No</u>		<u>Yes</u>	<u>No</u>
Proof received timely?		X	Drilling permit required?		X
License examination fee required?	X		Drilling permit No.:		
Appropriate fee submitted?		X	Drilling permit upgrade needed?		
Receipt No.:		N014793	Well driller's report filed?		X
Additional Amount Due:		Overpaid \$50.00	Measuring device required?		X
Name and address same as permit?		X	Measuring device installed?	X	
Are the water uses correct?	X		Measure device waiver requested?		

Priority Calculation

Date proof received		12/31/2001
Date proof due	-	12/01/2001
Lapse notice sent	-	12/06/2001
No. of days late	=	30
Holiday allowance	+	
Priority date	+	10/15/1996
New priority date	=	11/14/1996

Deficiencies of Actions Items

Acknowledge proof. Issue a reinstatement advancing the priority to 11/14/1996.

Idaho Department of Water Resources Receipt

Receipt ID N014793

Payment Amount **\$150.00** Date Received **12/31/2001 2:06:12 PM** Region **Northern** Status
Payment Type **Check** Check Number **2388**

Payer **REMINGTON RECREATIONAL WATER DISTRICT**
Comment **PROOF OF BENEFICIAL USE FOR PERMIT 96-8944**

Fee Detail

Amount	Description	Fund	FD	PCA	SO
\$150.00	BENEFICIAL USE	0229	21	65104	1155


Signature Line (Dept. Representative)

This customer overpaid his license exam fee on Permit No. 96-8944 by \$50.00. The \$50.00 will be credited to his permit no. 96-8946.

MICROFILMED

OCT 17 2002



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

January 23, 2002

Bob Kuchenski
Remington Recreational Water District
P.O. Box 468
Athol, ID 83801

Dear Bob:

Enclosed, as I promised, are copies of the two permitted applications on file with the department for Remington Recreational Water District, permit nos. 96-8944 and 96-8946.

On January 15th I faxed you a copy of the Proof of Beneficial Use form with copies of these permits, however, I have not seen the completed Proof forms come back yet. If you have any questions, please don't hesitate to contact me at (208)327-7953.

Sincerely,

Deborah J. Gibson
Administrative Assistant
Water Allocation Bureau

Encl. (2)

MICROFILMED

OCT 17 2002

PHONE
MEMO

TO	Debbin		DATE	7-15	TIME	7:10	AM PM
FROM	B. - Kuch		AREA CODE	08			
OF			NO.	683-5054			
			EXT.				
MESSAGE	Box 468 -						
	Atthol, Id.						
	83801						
			SIGNED <i>[Signature]</i>				
PHONED	☐	CALL BACK	☐	RETURNED CALL	☒	WANTS TO SEE YOU	☐
WILL CALL AGAIN	☐	WAS IN	☐	URGENT	☐		

MICROFILMED
OCT 17 2002



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

January 16, 2002

Bob Kuch
Remington Recreational Water District
P.O. Box 468
Athol, ID 83801

via Facsimile 728-4333

Re: Lapsed Permits Nos. 96-8944 and 96-8946

Dear Bob:

Attached to this fax are copies of the Permits to Appropriate Water ("permits") for both of the above-referenced permits. Also enclosed are copies of the Proof of Beneficial Use ("proof") you filed with the department on December 31, 2001, and a blank proof form. Please fill out the form for both permits using and verifying the information contained on the permits to be what you have developed.

You have paid \$150.00, which was credited to permit no. 96-8944. This was an overpayment of the license examination fee for that permit by \$50.00. I will have the overpayment credited to your permit no. 96-8946. However, the amount necessary for permit 96-8946 is \$150.00. You will need to pay the remaining balance of \$100 for that permit when you file the proof. (See the attached License Examination Fee Schedule.) Be sure to fill out an "Amended" proof for 96-8944.

Let me know if you have any questions, contact me at (208)327-7910.

Sincerely,

Deborah J. Gibson
Administrative Assistant
Water Allocation Bureau

Encl.

MICROFILMED
OCT 17 2002

Jan 15 2002 3:30pm

Last Fax

<u>Date</u>	<u>Time</u>	<u>Type</u>	<u>Identification</u>	<u>Duration</u>	<u>Pages</u>	<u>Result</u>
Jan 15	3:28pm	Sent	97284333	2:15	6	OK

Result:

OK - black and white fax
Okay color - color fax

MICROFILMED
OCT 17 2002

Proof Report

Permit No. 760124

Metal Tag No.

Well ID # 331868

Water Right No. 96-8944

LAPSED 12/6/01

Relationship: Owner/Operator
Name: REMINGTON/ROCKY MTN LAND
Address: Phone:(208)772-6034
PO BOX 2028
COEUR D ALENE ID 83816

Well Location: Township 53N, Range 03W, Section 18, NW, SW, Government Lot
Number 019
COUNTY KOOTENAI Lot 019 Block _I

Address of Well Site: SHOSHONE AVENUE 1/4 MILE WEST OF CARIBOU & SHOSHONE
ATHOL ID

Use of Well: Municipal

Activity: New Well

Region: Northern

Construction Method:

Const Start Date: Mar 09 1998 Const End Date: Mar 31 1998

Well Drilling Company: H2O WELL SERVICE (No. 448)

Card Hold Name: JOHN H WHEELER Phone:(208)772-4004 (No. 4055)

Certifying Official:

Date Received: Aug 26 1998

Date Approved: Oct 15 1996

Date Inspected: Dec 11, 1997, Dec 08, 1997,
Dec 09, 1997,

Completed Depth: 554 FT Drilled Depth: Surface Diameter: 8 inches

Primary Flow Depth: Overall Temp: Static Water Level: 460

Head Pipe Length: Tail Pipe Length Production Rate: 30 GPM

Closed in Pressure: 0 Psi Bottom Hole Temp: 0 F. Low Temp Geothermal: NO

Control Device Desc:

Access Port Desc:

Casing

From	To	Diam	Type	Gauge	Join Type	Material
	540					

MICROFILMED

OCT 17 2002

Seal

From	To	Material	Amount	Method
------	----	----------	--------	--------

Screen

From	To	Dia	Type	Slot Size	# of Slots	Material	Perforation Meth	Screen Type
------	----	-----	------	--------------	---------------	----------	---------------------	-------------

Lithologic Layer

From	To	Diam	Water	Color	Material	Texture
------	----	------	-------	-------	----------	---------

Drive Shoe

Depth	Test Description
-------	------------------

MICROFILMED

OCT 17 2002

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, P.O. Box 83720
Boise, Idaho 83720-0098

Return Service Requested

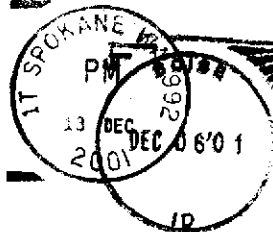
RECEIVED

DEC 17 2001

Department of Water Resources

- 
- ☐ Not Deliverable As Addressed
 - ☐ Unable To Forward
 - ☐ Insufficient Address
 - ☐ Moved, Left No Address
 - ☐ Unclaimed ☐ Refused
 - ☒ Attempted - Not Known
 - ☐ No Such Street ☐ Number
 - ☐ Vacant ☐ Illegible
 - ☐ No Mail Receptacle
 - ☐ Box Closed - No Order
 - ☐ Returned For Better Address
 - ☐ Postage Due _____

PRESORTED
FIRST CLASS



PB METER
7110094

U.S. POSTAGE

MICROFILMED

OCT 17 2002

*Not
ours*





State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

September 30, 2001

REMINGTON RECREATIONAL WATER DISTRICT
PO BOX 130
ATHOL, ID 838010130

PROOF DUE NOTICE

RE: PERMIT NO. 96-8944

Dear Permit Holder:

One of the conditions of approval of the above referenced water permit was that proof of the extent of your beneficial use must be submitted to this office on or before December 01, 2001. (See last page of your approval permit or your last approved extension request.) Enclosed is a form which when accompanied by the license examination fee or a completed field examination report prepared by a certified water right examiner may be used to submit the required proof.

If you have not fully completed your project, and you or a previous owner of this permit have not received a prior extension of time, you may request an extension of time if the delay is for reasonable cause as provided in Section 42-204, Idaho Code. If you have been prevented from proceeding by a governmental agency or by litigation which might bring title to the water in question, more than one extension of time can be granted. An extension of time request form is enclosed for your convenience.

Either an acceptable proof of beneficial use submittal or an acceptable request for an extension of time must be received by this department on or before the above described proof due date. If neither is received, the department will send you a lapse notice. Within sixty (60) days of the mailing of the lapse notice, the permit will no longer be of any force nor effect.

Sincerely,

Deborah J. Gibson, Administrative Assistant
Water Allocation Bureau

Enclosures

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

PROOF OF BENEFICIAL USE

The Idaho Department of Water Resources considers this form a statement that the permit holder(s) has/have completed all development that will occur under this permit and that water has been applied according to the provisions of the permit for the beneficial use(s) described below. This form must be accompanied by a license examination fee, when necessary, or be accompanied by a completed field examination report prepared by a certified water right examiner.

1. Permit No. _____ Telephone No. _____

2. Name of Permit Holder(s): _____

3. Mailing Address: _____

City _____ State _____ Zip _____

4. Source of Water: _____ If **GROUNDWATER** (well), Date Drilled: mo. _____ / yr. _____

Well Driller: _____ Drilling Permit Number: _____

5. Use(s) (as authorized by the water right permit):

Domestic (No. of households): _____ Stockwater (No. and type of stock): _____

Irrigation (No. of acres): _____ Other: _____

6. Total rate of diversion and/or volume for which proof is submitted: _____ cfs OR _____ acre-feet

7. Measuring Device Requirement: **(refer to the approval conditions on your permit and respond accordingly)**

(This question is not optional. Please check either yes or no. Proofs returned not checked accordingly, will be considered incomplete)

Measuring Device: Is a measuring device required? Yes _____ or No _____
Has the measuring device been installed? Yes _____ or No _____

8. Fee Enclosed: \$ _____ (See Fee Schedule on back of the instructions for filing proof of beneficial use)

9. Person to contact to accompany the Department representative during field examination of the water system.

Name: _____ Telephone Number: _____

Address: _____

10. **The information given on this form is my true statement of the extent to which the above numbered permit has been developed and water has been diverted. I agree to relinquish any undeveloped portion of the permit to the State of Idaho.**

Signature of permit holder: _____ Date: _____
(include your title, if on behalf of company of organization)

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

INSTRUCTIONS FOR FILING PROOF OF BENEFICIAL USE

HOW TO MAKE PROOF:

In order for a permit holder to fulfill the conditions of the permit obtain a water right license, the permit holder must submit the Proof of Beneficial Use form (proof) together with the license examination fee (if required) **OR** submit the proof together with a completed field examination report prepared by a certified water right examiner on or before the date set in the permit for the proof. The information submitted by the permit holder will enable the department to determine the extent of beneficial use before the license is issued. The information entered on the proof form should show the extent of actual development of the project and should correspond to that authorized by the permit. If it does not, an amendment (change) to the permit may be required.

WHAT TO DO IN CASE YOU HAVE NOT FULLY APPLIED THE WATER TO BENEFICIAL USE:

If the development authorized by the permit has not been completed in the time allowed, the permit holder may submit a request for extension of time in which to submit the proof. In order for a request for extension of time to be considered without loss of priority, it must be filed prior to the date on which proof of beneficial use is due. Each request for extension of time will be considered on its own merits.

WHAT IF YOU FAIL TO MAKE PROOF OF BENEFICIAL USE ON TIME:

If you have applied the water to beneficial use, but did not submit the proof of beneficial use on or before the date set for the proof, the permit will lapse. A lapsed permit may be reinstated within **sixty (60) days** from the date the department sends the lapse notice. In order for the department to reinstate the permit, the permit holder must show reasonable cause why the permit should be reinstated. Submission of an acceptable proof of beneficial use form within the sixty (60) day period will be considered as reasonable cause for reinstatement.

EXAMINATION FEE:

Section 42-217 and Section 42-221, Idaho Code, require an examination fee as part of the proof of beneficial use submittal if a completed field examination report prepared by a certified water right examiner is not submitted as part of the proof. The fee is based upon the rate of diversion or volume of water claimed on the proof of beneficial use form. **The appropriate fee can be determined from the license examination fee schedule on the back of these instructions.**

ISSUANCE OF LICENSE:

The department will issue a license of water right based on the determination of the amount of water beneficially used in compliance with existing law. The license will include specific information to describe the water right developed.

NOTE - You must comply with the conditions of approval of your permit or seek to have the department waive the conditions. (See the last page of the permit for conditions).

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

LICENSE EXAMINATION FEE SCHEDULE

(C.F.S. = cubic feet per second AF = acre feet)

<u>CFS</u>	<u>AF</u>	<u>FEE</u>
0 - 0.20	0 - 20	\$50.00*
.21 - 1.00	21 - 100	100.00
1.01 - 2.00	101 - 200	125.00
2.01 - 3.00	201 - 300	150.00
3.01 - 4.00	301 - 400	175.00
4.01 - 5.00	401 - 500	200.00
5.01 - 6.00	501 - 600	225.00
6.01 - 7.00	601 - 700	250.00
7.01 - 8.00	701 - 800	275.00
8.01 - 9.00	801 - 900	300.00
9.01 - 10.00	901 - 1000	325.00
10.01 - 11.00	1001 - 1100	350.00
11.01 - 12.00	1101 - 1200	375.00
12.01 - 13.00	1201 - 1300	400.00
13.01 - 14.00	1301 - 1400	425.00
14.01 - 15.00	1401 - 1500	450.00
15.01 - 16.00	1501 - 1600	475.00
16.01 - 17.00	1601 - 1700	500.00
17.01 - 18.00	1701 - 1800	525.00
18.01 - 19.00	1801 - 1900	550.00
19.01 - 20.00	1901 - 2000	575.00
20.01 - over	2001 - over	600.00

*Checks should be made payable to the
Idaho Department of Water Resources (IDWR.)

A license examination fee is not required in connection with
permits which use a ground water source AND have a total rate of
diversion of 0.04 cfs or less or where the total volume stored is 4.0 AF per annum or less.

A license exam fee is required for ANY permit which uses surface water

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
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.

Permit No. _____

Name(s) of Permit Holder: _____

Address: _____ City _____ State _____ Zip _____

Telephone No. _____ Date Proof is Due: _____

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".)

_____ Costing \$ _____

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

Permit holder(s) request an extension to _____, 20_____.

(Signature)*

**If other than permit holder, Power of Attorney must be supplied.*

ACTION OF THE DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above request for extension of time be

Signed this _____ day of _____, 20_____.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
INSTRUCTIONS FOR EXTENSION OF TIME REQUEST
TO SUBMIT PROOF OF BENEFICIAL USE

If the water right development authorized by your permit is not complete and you need more time to submit proof of beneficial use of water under your permit, please read the following:

Under the provisions of Section 42-204, Idaho Code, the department can extend the proof due date of your permit only once, and then only if you can demonstrate that you have been pursuing development of the permit with due diligence.

The Request for Extension of Time form requires that you indicate the extent of development that has occurred, the cost, and the reason(s) the work has not been completed. This information must be provided in enough detail to show due diligence. Examples of work performed are: well drilled, pump installed, 10 acres now irrigated, fish propagation ponds constructed, sprinkler system purchased, etc.

If no work has been accomplished, the statutes provide that the Request for Extension of Time must be denied. **Lack of financial resources, the state of the economy or personal illness usually cannot be considered adequate reasons to approve a Request for Extension of Time.**

EXCEPTIONS TO ONLY ONE EXTENSION

The proof due date for a permit that has not been developed for one of the following reasons may be granted one or more extensions of time even though no work has been accomplished:

- When there is a lack of a required consent or final approval from a federal government agency (**evidence of delay must be submitted with the request**), i.e. right-of-way easement or land classification such as Desert Land Entry or Carey Act.
- When litigation related to title of the water has prevented development of the permit (**evidence must be submitted with the request**).
- When the water project is of a large scale -- storage of more than 10,000 acre-feet or diversion of more than 25,000 acre-feet in one irrigation season for an irrigation project of at least 5,000 acres.
- When the water right permit is held by the United States of America (**reason for request must be submitted**).

A non-refundable filing fee of \$50.00 must accompany the Request for Extension of Time form.

NOTE that in no case should a Proof of Beneficial Use form and a Request for Extension of Time form both be submitted. If your water development project is completed, then the proof of beneficial use form should be completed and returned. If the project is started but not completed, then the Request for Extension of Time form should be completed and returned in compliance with the guidelines above. If the project has not been initiated and does not fit into one of the exceptions listed above, then neither form should be returned and the permit will lapse and become of no further force nor effect.

SCANNED
JUL 23 2001

WARNING

CANCELLED OR LAPSED

This permit has been officially CANCELLED or LAPSED.

Ninety days following the date of official action this file will be DESTROYED.

December 6, 2001

REMINGTON RECREATIONAL WATER DISTRICT
PO BOX 130
ATHOL, ID 838010130

LAPSE NOTICE

RE: PERMIT NO. 96-8944

Dear Permit Holder:

You are hereby notified that under the provisions of Section 42-218A, Idaho Code, the above referenced permit has lapsed and is of no further force nor effect. The department provided the proper forms to you in the proof due notice dated September 30, 2001. No further construction or additional development is authorized under this permit unless it is reinstated.

The permit can only be reinstated if you submit an acceptable proof of beneficial use or an acceptable request for extension of time to the department within sixty (60) days of the mailing of this lapse notice. An acceptable proof of beneficial use submittal must include the examination fee or a completed field examination report. A request for extension of time must be accompanied by a fifty dollar (\$50.00) fee.

Enclosed again for your use are a proof of beneficial use form and a request for extension of time form. Please note that only one extension of time can be granted unless the project has not been completed because of lack of a necessary approval by a government agency or by litigation which may bring title to the water in question.

Sincerely,

L. Glen Saxton, Chief
Water Allocation Bureau

Enclosures

MICROFILMED
OCT 17 2002

CERTIFICATION OF MAILING

I hereby certify that on 12/6/01
~~a copy~~ an original of this document was
deposited in the United States mail,
postage prepaid addressed to the
individual(s) named above.

dp

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

150 North Orchard Street, P.O. Box 83720

Boise, Idaho 83720-0098

Return Service Requested

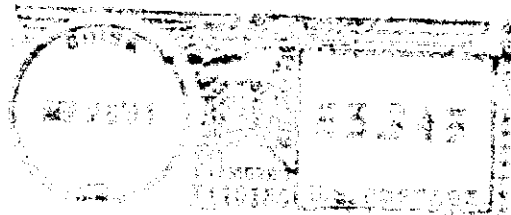
- ☐ Not Deliverable As Addressed
- ☐ Unable To Forward
- ☐ Insufficient Address
- ☐ Moved, Ltr No Address
- ☐ Unclaimed ☐ Refused
- ☒ Attempted - Not Known
- ☐ No Such Street ☐ Number
- ☐ Vacant ☐ Illegible
- ☐ No Mail Receptacle
- ☐ Box Closed - No Order
- ☐ Refused by addressee

CERTIFIED MAIL



7099 3220 0005 5178 3328

(208) 772-6034 #
Bad



RECEIVED

OCT 4 - 2001

Department of Water Resources

MICROFILMED

OCT 17 2002 10-1



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

September 30, 2001

REMINGTON RECREATIONAL WATER DISTRICT
PO BOX 130
ATHOL, ID 838010130

PROOF DUE NOTICE

RE: PERMIT NO. 96-8944

Dear Permit Holder:

One of the conditions of approval of the above referenced water permit was that proof of the extent of your beneficial use must be submitted to this office on or before December 01, 2001. (See last page of your approval permit or your last approved extension request.) Enclosed is a form which when accompanied by the license examination fee or a completed field examination report prepared by a certified water right examiner may be used to submit the required proof.

If you have not fully completed your project, and you or a previous owner of this permit have not received a prior extension of time, you may request an extension of time if the delay is for reasonable cause as provided in Section 42-204, Idaho Code. If you have been prevented from proceeding by a governmental agency or by litigation which might bring title to the water in question, more than one extension of time can be granted. An extension of time request form is enclosed for your convenience.

Either an acceptable proof of beneficial use submittal or an acceptable request for an extension of time must be received by this department on or before the above described proof due date. If neither is received, the department will send you a lapse notice. Within sixty (60) days of the mailing of the lapse notice, the permit will no longer be of any force nor effect.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Deborah Gibson', is written over a horizontal line.

Deborah J. Gibson, Administrative Assistant
Water Allocation Bureau

Enclosures

FOR OFFICE USE ONLY
Amt. of Fee \$: 150.00
Receipt No. N014793
Receipt By: \$
Date Received: 12/31/01

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

PROOF OF BENEFICIAL USE

The Idaho Department of Water Resources considers this form a statement that the permit holder(s) has/have completed all development that will occur under this permit and that water has been applied according to the provisions of the permit for the beneficial use(s) described below. This form must be accompanied by a license examination fee, when necessary, or be accompanied by a completed field examination report prepared by a certified water right examiner.

1. Permit No. 1280270/96-8944 Telephone No. 208-683-5054

2. Name of Permit Holder(s): REMINGTON WATER DISTRICT

3. Mailing Address: P.O. BOX 2788

City HAYDEN State ID Zip 83835

4. Source of Water: GROUNDWATER If GROUNDWATER (well), Date Drilled: mo. 9 yr. 26

#1 HOLMAN DRILLING CORP. #2 3-9-98
Well Driller: #2 H2O WELL SERVICE, INC. Drilling Permit Number: #96-96-N-0286-000

5. Use(s) (as authorized by the water right permit):

Domestic (No. of households): 210 Stockwater (No. and type of stock): _____

Irrigation (No. of acres): _____ Other: _____

6. Total rate of diversion and/or volume for which proof is submitted: 3.0 cfs OR _____ acre-feet

7. Measuring Device Requirement: (refer to the approval conditions on your permit and respond accordingly)

(This question is **not** optional. Please check either yes or no. Proofs returned not checked accordingly, will be considered incomplete)

Measuring Device: Is a measuring device required? Yes ☒ or No _____
Has the measuring device been installed? Yes ☒ or No _____

8. Fee Enclosed: \$ 150.00 (See Fee Schedule on back of the instructions for filing proof of beneficial use)

9. Person to contact to accompany the Department representative during field examination of the water system.

Name: Robert Kuchenski Telephone Number: 208-683-5054

Address: REMINGTON WATER DISTRICT, P.O. BOX 2788, HAYDEN, ID 83835

10. The information given on this form is my true statement of the extent to which the above numbered permit has been developed and water has been diverted. I agree to relinquish any undeveloped portion of the permit to the State of Idaho.

Signature of permit holder: Robert Kuchenski - MANAGER Date: 12-27-01
(include your title, if on behalf of company or organization)

Re 96-8944
(Lapsed 12/6/01
waiver
(1280270) WD App ID#

MICROFILMED
OCT 17 2002

September 30, 2001

REMINGTON RECREATIONAL WATER DISTRICT
PO BOX 130
ATHOL, ID 838010130

PROOF DUE NOTICE

RE: PERMIT NO. 96-8944

Dear Permit Holder:

One of the conditions of approval of the above referenced water permit was that proof of the extent of your beneficial use must be submitted to this office on or before December 01, 2001. (See last page of your approval permit or your last approved extension request.) Enclosed is a form which when accompanied by the license examination fee or a completed field examination report prepared by a certified water right examiner may be used to submit the required proof.

If you have not fully completed your project, and you or a previous owner of this permit have not received a prior extension of time, you may request an extension of time if the delay is for reasonable cause as provided in Section 42-204, Idaho Code. If you have been prevented from proceeding by a governmental agency or by litigation which might bring title to the water in question, more than one extension of time can be granted. An extension of time request form is enclosed for your convenience.

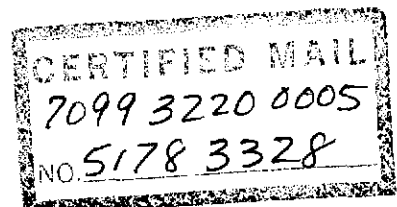
Either an acceptable proof of beneficial use submittal or an acceptable request for an extension of time must be received by this department on or before the above described proof due date. If neither is received, the department will send you a lapse notice. Within sixty (60) days of the mailing of the lapse notice, the permit will no longer be of any force nor effect.

Sincerely,

Deborah J. Gibson, Administrative Assistant
Water Allocation Bureau

Enclosures

MICROFILMED
OCT 17 2002





State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

December 12, 1996

REMINGTON RECREATIONAL WATER DISTRICT
PO BOX 130
ATHOL ID 83801-0130

PERMIT APPROVAL NOTICE

RE: PERMIT NOS. 96-08944 AND 96-08946

Dear Permit Holder:

Enclosed are copies of your approved applications for permit. Please be sure to thoroughly review the "Conditions of Approval and Remarks" listing on the permits.

As a permit owner you must commence the excavation or construction of the diverting works within one year of the date the permit was issued, and you must proceed diligently until the project is completed. The date shown under condition no. 1 is the date when the project must be completed.

The Department will send you a "Proof Due Notice" approximately 60 days prior to the above referenced date requesting you to file either a Proof of Beneficial Use form or a Request for Extension of Time form.

Sincerely,

Shelley W. Keen
Water Rights Supervisor

SK:ph

Enclosures

RECEIVED
DEC 14 1996

APPLICATION FOR PERMIT

11/96

STATE OFFICE REVIEW

by Cindy Zimmerman

No.: 96-8944 Name: Remington Rec. Water Dist. Date: 12/10/96 Ad OK? ☒ Gvmt Lts: ☒

AREA OF CONCERN? - No/Yes: _____ Mor / _____ GWMA / Trust / Non-trust
 PROTESTED: - 020 (Protest Agreement)

SYSTEM COMPLETED:

Yes/proof filed - NA
 1 year/no proof - P16
 +1 year - 26A P17

GROUNDWATER: <✓ FLO-CH>

+ 0.2 cfs - 01M
 +/- 0.2 cfs - No MD
 +/- 5 a. - 01M, 065 (if GW use SW 1st)

DRILLING PERMIT:

Existing well - NA (pre 7/1/87)
 Included w/permit - Permit No. 96-96-N-0286-000, P99
 No WD permit? - 046-46B-P23 (post 7/1/87)
 irr. in WD - P05 (new well)

SURFACE WATER <✓ FLO-CH> (Surface water that doesn't sink is regulated):

Water District (dem) - 005 (req) WD # _____ <SEE MAP & LISTING>
 + 0.2 cfs - 01J (meas dev)-P08
 +/- 0.2 cfs - 01H (lock dev)-P01 or No MD
 In-WD + 0.2 cfs - 01M or No MD (in-stream)
 - 0.2 cfs - No MD
 +/- 5 a. irr. - 01M

RIVER BASINS (*Surface water):

Snake R (01) - 11A-P04, NA
 (02/03-irr) - 007-P07 (w/ remark *WB9- Weiser), NA
 Boise River (63) - 05A (if WD), 11E (not 42-111 use), NA
 Payette River (65) - 064 (regulated uses), 047-P04 (Payette Lake), NA

USE:

Domestic (surface) - *WB5 (Boise River above Star Bridge); 27A (Payette River); NA
 Fish Propagation - 07A-042 (req)-010/06A/09E (WQ)-P10; 044 (North of 1000 Springs)
 Irr <POU> +/- 5 a - 057 (0.03 cfs/acre)
 + 5 a - 03A (0.02 cfs/acre)
 Mining - 054 (req) & 06A/010/09E-P10
 Power - 08A-17K-025-027-028-01F(P19)-09E(P10);
 +25 cfs-P18; 17G (FERC) or 17M (FERC); 18B-P09
 Storage (✓3 compo.) - 18A (multiple MD within district), 18B-P09 (+10' dam), *W07

LOCATION:

42-248 area - In 20/30/40/50/60/70/80 (87) basin? P84
 Boise Front LoGeo - 058 (-85° GW temp only)
 In-stream dev. - P52 (stream channel alteration)
 Irr Dist/Canal Co. - 023 (Twin Falls area)
 Swan Falls Flag - _____ <SEE CODE CHART>
 Trust - 051-052-053-P74 (Consumptive Uses), NA
 Non-Trust <1> - 048-049 (Consumptive Uses), NA

OWNERSHIP: Non-owner

OTHER CONDITIONS:

STANDARD REMARKS:

BENEFICIAL USE DUE:

COMMENTS:

- 004 (PD/PU) Hoag / Lease
 - 1 Pu / Remington Rec Water Dist. DEQ-PWS #128.
 - 12-1- 2001

No. a
4/87-06/92n

DEPARTMENT OF WATER RESOURCE
APPROPRIATION APPLICATION ANALYSIS SHEET

WR/
WRA
DC

APPLICATION # 96-8944

***** INITIAL REVIEW *****

APPLICANT: REMUNION REL WATER DIST. BY: AS DATE: 10/15/96

- ITEM REQUIRED INFORMATION
1. (X) Name and Address
 2. (X) Source
 3. (X) Point of Diversion & County
 4. (X) Quantity
(X) Nature of Proposed Use
(X) Period of Use
 5. (X) Total Quantity
 6. (X) Description of diverting works
 7. (X) Time required for b/u
 8. (X) Proposed use
 9. (X) Place of use or acres irrigated
 10. (X) Other Water Rights
 11. (X) Ownership
 13. (X) Map
(X) Signature
() Fee (Amt, recpt, acknowledgment)

PROCESSING
Yes No PRIORITY DATE: 10/15/96

(Include Moratorium Remark)

Statewide Avertising: (Diversion rate greater than 10 cfs or 1,000 af).
CA/zhms/ak
ADVERTISE IN: KOOTENAI County.

LETTERS SENT REQUESTING:

- () Dam Information () Fish Information
() Power Information () Other: N/A

INFORMATION RECEIVED:

- () Dam Information () Fish Information
() Power Information () Other: N/A

ADDITIONAL INFORMATION

- Yes No
X Field check: by _____
I Field report attached
I Analysis Supp. attached(>5cfs/500af)
I Water delivered by water master?
Water District # _____

***** GROUNDWATER SECTION *****

- (Yes) (No) Checked by: _____ Date: ____/____/____
Remarks: _____
____ Groundwater management area
____ Critical ground water area
____ Well Drilling Permit required
____ Well Drilling Application and Fees received
____ Well Drilling Application approved?
____ Well Drilling Application Number 96-96-N-0286

***** FINAL REGIONAL PROCESSING/REVIEW *****

- (Yes) (No)
____ Notice of pending void order issued. Final order response date: ____/____/____
____ Further information required from applicant
11/25 Affidavit of publication received
11/25 Application published correctly, If not, record action taken: _____
10/30/96 Publication dates and paper recorded on application | Sr. Agent initial AD
____ Protests received. Final protest date: 11/25/96
____ Measuring device required
____ Measuring port required
____ Special conditions: _____
____ Special conditions of approval supplement and/or cover letter attached:

Approval Recommended by: AS Date: 12/4/96

RECEIVED
DEC 09 1996
Department of Water Resources

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO, }
County of Kootenai, } ss.

Michelle Price

being first duly sworn
upon oath deposes and says:

1. I am now and at all times hereinafter mentioned was a citizen of the United States, resident of the State of Idaho, over the age of twenty-one years and not a party of the above entitled action.

2. I am now and at all times hereinafter mentioned was the printer (principal clerk) of the "Coeur d'Alene Press," a newspaper printed and published daily except Sunday in Coeur d'Alene, Kootenai County, Idaho, and having a general circulation in said county.

3. The Legal Notice

of which the annexed is a printed copy, was published in the regular Thursday issue of said newspaper for 2 consecutive weeks commencing on the 7th day of November, 1996 and ending on the 14th day of November, 1996, and such publication was made as often during said period as said daily newspaper was regularly issued.

4. That said newspaper has been continuously and uninterruptedly published in said Kootenai County, during a period of more than seventy-eight consecutive weeks immediately prior to the first publication of said notice.

Michelle Price

Subscribed and sworn to before me this 14th day of November, 1996.

Roberta Manley
Notary Public for the State of Idaho,
residing at Coeur d'Alene, Idaho.

ROBERTA MANLEY
My commission expires 9-5-99

NOTICE OF APPLICATION FOR WATER RIGHT

The Following application(s) have been filed to appropriate the public waters of the State of Idaho:

96-08944

REMINGTON RECREATIONAL WATER DISTRICT

P O BOX 130

ATHOL, ID 83801

Source: GROUNDWATER

Diversion Pt: LOT 3 (NWSW) Sec 18 T 53N R 03W in KOOTENAI County.

Use: MUNICIPAL (0.330 CFS)

Total Diversion: (0.330 CFS)

Date Filed: 10/15/1996

Place of use is located within the service area of the Remington Recreational Water District DEQ-PWS #128.

96-08946

REMINGTON RECREATIONAL WATER DISTRICT

P O BOX 130

ATHOL, ID 83801

Source: GROUNDWATER

Diversion Pt: LOT 2 (SWNW) Sec 18 T 53N R 03W in KOOTENAI County.

Use: MUNICIPAL (2.230 CFS)

Total Diversion: (2.230 CFS)

Date Filed: 10/15/1996

Place of use is located within the service area of the Remington Recreational Water District DEQ-PWS #1280270.

For additional information concerning the property location, call the Northern Regional Office at (208) 769-1450.

The permit(s) will be subject to all prior water rights. Protests must be filed with the applicant and with the Director, Dept. of Water Resources, Northern Region, 1910 Northwest Blvd., Suite 210, Coeur d'Alene, Idaho 83814, together with a protest fee of \$25.00 on or before NOVEMBER 25, 1996.

KARL J. DREHER, Director

Legal 493

Nov. 7, 14, 1996

RECEIVED

NOV 25 1996

NORTHERN REGION
IDWR

96-08944

REMINGTON RECREATIONAL WATER DISTRICT
P O BOX 130
ATHOL, ID 83801

Source: GROUNDWATER

Diversion Pt: LOT 3 (NWSW) Sec 18 T 53N R 03W in KOOTENAI County.

Use: MUNICIPAL	(	0.330 CFS)
Total Diversion	(	0.330 CFS)

Date Filed: 10/15/1996

Place of use is located within the service area of the
Remington Recreational Water District. DEQ-PWS #128.

RECEIVED

10/16/1996



State of Idaho

DEPARTMENT OF WATER RESOURCES

NORTHERN REGION, Suite No. 210 • 1910 Northwest Blvd. • Coeur d'Alene, Idaho 83814-2615
(208) 769-1450

Fax (208) 769-1454

FAX TRANSMITTAL COVER SHEET

PHILIP E. BATT
Governor

KARL J. DREHER
Director

OMNIFAX G66i

DATE: 10/31/96

TO: MICHELLE-LEGAL ADVERTISING

CDA PRESS

FROM:

DIANNE BALL

IDWR - NORTHERN

FAX #: 765-4263

DESCRIPTION: Michelle:

following are the new copies for both 96-08944 and 96-08946

The legal descriptions are different at point of diversion,

but both should read "PLACE OF USE IS LOCATED WITHIN THE SERVICE
AREA OF THE REMINGTON RECREATIONAL WATER DISTRICT."

Each of them has a different number at the end, assigned by the
Division of Environmental Quality, hence the DEQ numbers at the end
of that statement for each individual water right.

THANK YOU FOR CALLING - and catching this.

TOTAL PAGES SENT: 3 INCLUDING COVER SHEET

CONTACT:

Dianne Ball
(NAME OF SENDER)

96-08944

REMINGTON RECREATIONAL WATER DISTRICT
P O BOX 130
ATHOL, ID 83801

Source: GROUNDWATER

Diversion Pt: LOT 3 (NWSW) Sec 18 T 53N R 03W in KOOTENAI County.

Use: MUNICIPAL (0.330 CFS)
Total Diversion: (0.330 CFS)

Date Filed: 10/15/1996

T R S00

October 30, 1996

Remington Recreational Water District
P O Box 130
Athol ID 83801

Re: Water Appropriation Application No. 96-08944 and 96-08946

Dear Remington Recreational Water District:

The Idaho Department of Water Resources hereby acknowledges receipt of the above referenced Application for Permit to appropriate the Public Waters of the State of Idaho. To assist us in providing you with prompt, accurate service, please refer to the above referenced number in all future matters concerning this water right application.

Your appropriation application is currently being prepared for advertising in the local county newspaper. This advertisement will be published for two consecutive weeks followed by a waiting period of ten days to allow for the submittal of protests. Normal processing time is approximately 3 to 4 months, if the application is not protested.

If the application is not protested, it will be forwarded to Boise to be considered for approval by the Director. State office personnel will then conduct a complete review, and you will be notified by mail of the outcome. However, if the application is protested during this waiting period, you will be sent a copy of the protest and instructions to aid you in resolving the protest without a hearing. All protests must be resolved before approval of the application can be made, so if the protestant does not voluntarily withdraw the protest, this department will conduct a conference and/or hearing on the matter.

You will receive your approved Application for Permit and instructions on filing the Proof of Beneficial Use from our State office in Boise.

If your source is groundwater, a Well Drilling Permit is required for all wells constructed after July 1, 1987.

A "Domestic" well drilling permit should be obtained for a rate of diversion of up to 18 gallons per minute (0.04 CFS) and a daily volume of up to 2,500 gallons per day. The cost for this permit is \$35.00. For any other use, including multiple homes, or municipal, etc., the Drilling Permit fee is \$200. It is possible to upgrade a Domestic Drilling Permit by submitting an additional \$165.00. These Permits can be obtained by your driller, also.

If you have any questions or if I can be of any assistance please feel free to contact me at this office.

Sincerely,

ALLEN BEARDSLEE
Senior Water Resources Agent

AB:db

ACTION OF THE DEPARTMENT OF WATER RESOURCES

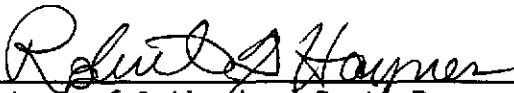
This permit is APPROVED

Date: 10/15/1996

If approved, this permit authorizes the construction or modification of a well subject to the following conditions. READ CAREFULLY!

CONDITIONS OF APPROVAL:

1. This drilling permit is valid for two (2) months from the approval date for the start of construction and is valid for one (1) year from the approval date for completion of the well unless an extension has been granted.
2. This permit does not constitute an approval of the District Health Department or the Idaho Department of Health and Welfare which may be required prior to construction of this well. The local Health Department should be contacted for septic tank/drainfield locations. Domestic wells must not be drilled closer than 100' from any drainfield and 50' from any septic tank. Public Water Supply wells must not be drilled closer than 100' from any drainfield or septic tank.
3. The well shall be constructed by a driller currently licensed in the state of Idaho who must maintain a copy of the drilling permit at the drilling site.
4. Approval of this drilling permit does not authorize trespass on the land of another party.
5. This permit does not constitute other local, county, state or federal approvals which may be required for construction of a well.
6. This drilling permit does not represent a right to divert and use the water of the State of Idaho.
7. If the bottom hole temperature of 85 Degrees F (29.44 oC) or greater is encountered, well construction shall cease and the well driller and the well owner shall contact the Department immediately.
8. Idaho Code, S 55-2201 - 55-2210 requires the applicant and/or his contractors to contact "Digline" (DigLine is a one-call center for utility notification) not less than 2 working days prior to the start of any excavation for this project. The "Dig Line " Number for your area is 1-800-428-4950.



Signature of Authorized Dept. Representative



Title

EXTENSION OF DRILLING PERMIT

Extension Approved by: _____

Approval Date: _____

Expires On: _____

RECEIVED

JUL 24 1996



Ident. No. 96-96-N-0286-000
Water Right No. 96-08944

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR DRILLING PERMIT

1. Name: REMINGTON RECREATIONAL WATER DISTRICT O 208-772-6034
Address: P O BOX 130
ATHOL ID 83801

2. Proposed Well Location: Township 53N, Range 03W, Sec. 18, NWSW, Lot 3
KOOTENAI County

Street Address of Well Site: SHOSHONE AVE 1/4 MI W OF CARIBOU & SHOSHONE
ATHOL ID

Lot, Block, and Subdivision: Lt 019

Blk II

PLAT OF SHAMROCK RANCH

3. Proposed Use of Well: Non-Domestic Municipal

4. Well Construction Information:

A. NEW WELL

B. Proposed Surface Diameter 8 In. Proposed Maximum Depth 500 Ft.

C. Anticipated Bottom Hole Temperature: 85 F or less (Cold water well)

(NOTE: Construction diagrams and/or other information may be requested for monitor, low temperature geothermal, municipal and artesian wells.)

5. Construction Start Date: 3/ 1/1997

6. Anticipated Well Driller: H2O WELL SERVICE (No. 0448)

NOTE: The actual well driller must be identified to IDWR prior to drilling commencement.

7. Applicant's Signature [Signature] Date 10-15-96

Title Board member
(Owner, Firm Representative, Other)

Fee \$ 200.00 Received by [Signature] No. N010748 Date 10/15/96

RECEIVED
OCT 24 1996

STATE OF IDAHO }
COUNTY OF KOOTENAI } ss

FILED: 6-9-94

AT 3:25 O'CLOCK P M

CLERK, DISTRICT COURT

DEPUTY

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT
OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF KOOTENAI

IN RE:

ORGANIZATION OF REMINGTON
RECREATIONAL WATER AND
SEWER DISTRICT.

NO. CV-94-00794

ORDER ESTABLISHING REMINGTON
RECREATIONAL WATER AND SEWER
DISTRICT.

A majority of the qualified electors voting within the boundaries of the proposed Remington Recreational Water and Sewer District (the "District") at an election held on May 24, 1994, the certification of which has been submitted to the Court, having approved the organization of the District and having voted for five qualified electors to constitute the board of directors of the District as required by Idaho Code §§ 42-3207,

IT IS HEREBY ORDERED:

1. The recreational water and sewer district approved by the qualified electors at said election is hereby organized and shall be hereafter known in all proceedings as Remington

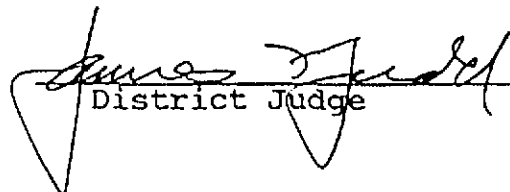
Recreational Water and Sewer District, a governmental subdivision of the state of Idaho and a body corporate with all the powers of a public or quasi-municipal corporation.

2. The qualified electors who shall constitute the board of directors of the District and the month and year in which their respective terms shall expire are as follow:

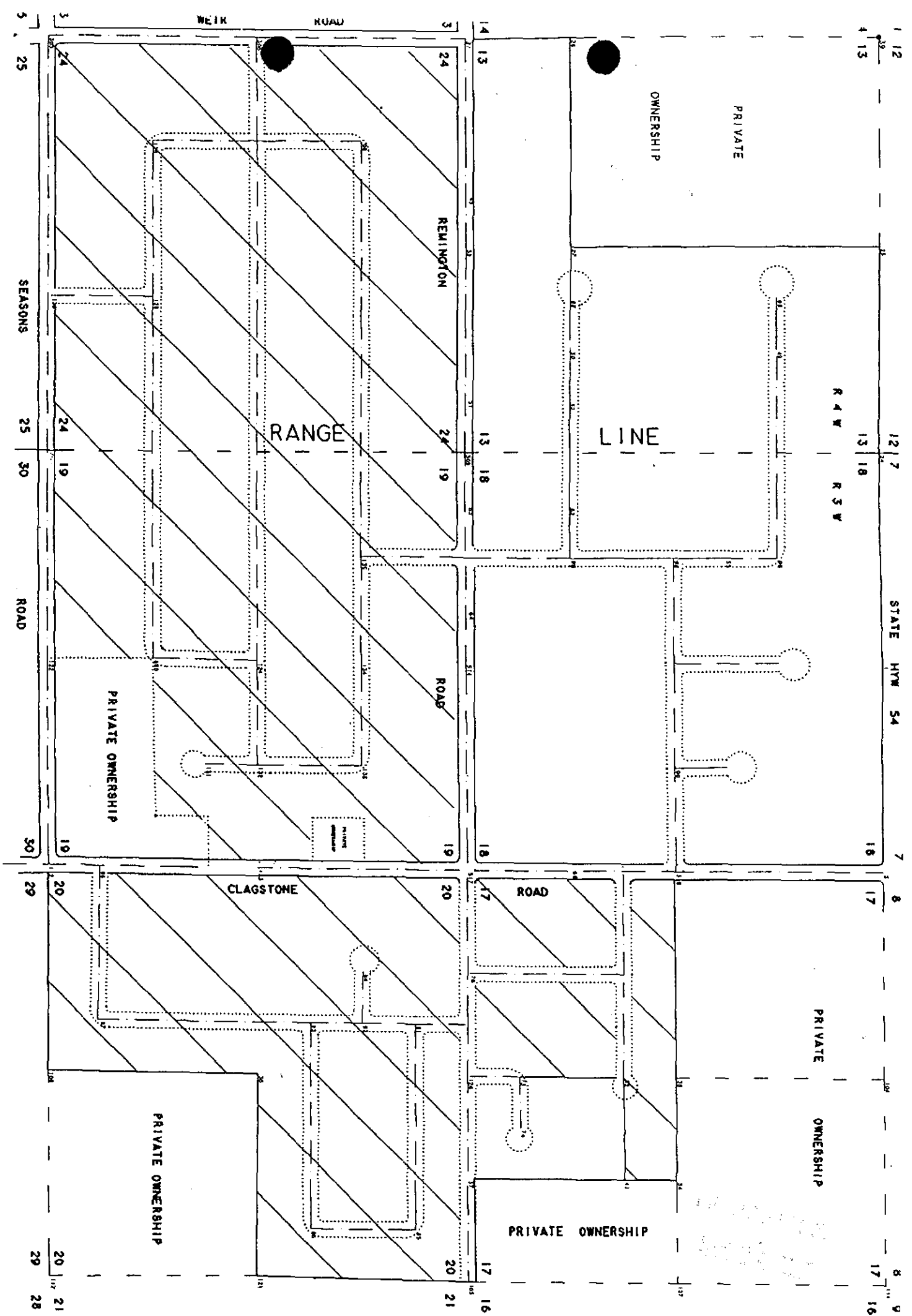
JULIE A. THOMPSON	June 1996
ALFRED D. BECK	June 1998
BRAD J. WILLIAMS	June 1998
CASEY S. KRIVOR	June 2000
G. ALANN KRIVOR	June 2000

This order shall be final and no appeal or writ of error shall lie herefrom and the entry of this order shall finally and conclusively establish the regular organization of the District against all person expect the state of Idaho in an action in the nature of a writ of quo warranto, commenced by the attorney general within 30 days hereof.

DATED: June 9, 1994.


District Judge

FILED
JUN 14 1994



58850-M-12

1429838

GROUND LEASE

1418581

Re-recorded to include Exhibit "A"

orig in SHM H20
file

COPY

THIS GROUND LEASE ("Lease") made this 11 day of September, 1995, by and between HERBERT R. HOGE and/or CHARLENE J. HOGE, Trustees of The Hoge Family Living Trust Dated: October 8, 1990 (hereinafter "Owners"), and REMINGTON RECREATIONAL WATER DISTRICT, an Idaho Water District, (hereinafter "Tenant"), its successors, heirs and assigns.

IN CONSIDERATION OF the mutual agreements, covenants, and conditions contained herein, the parties agree as follows:

ARTICLE I. PREMISES

1.1 Real Property. The Owners own the real property described below:

Lot 19, Block 2, Shamrock Ranch Phase II, according to the plat recorded in Book G of Plats, Pages 260, 260A, and 260B, records of Kootenai County, Idaho. (Pend Oreille Ranch - PEN 2.19)

Owners hereby agrees to lease to Tenant a portion of such real property, with such portion to be leased to Tenant being more particular diagramed, set forth, and described on Exhibit "A" attached hereto and made part hereof. Such portion leased to Tenant is hereafter referred to in this Lease as the "Premises," and consists of approximately 16,800.00 () square feet, all of which shall be leased to the Tenant.

1.2 Agreement to Lease. The Owners Lease to the Tenant, and the Tenant leases from the Owners, the Premises upon the terms set forth in this Lease.

ARTICLE II. TERM

2.1 Lease Term. The term of this Lease shall commence on August 1, 1995, and shall continue thereafter for a term of ninety-nine (99) years ending midnight, August 1, 2094, which is equivalent to the projected life of the water well located on the Premises.

2.2 Option(s) to Renew. The Tenant shall have the option to renew the term of this Lease for five (5) renewal periods, each for a term of twenty (20) years commencing immediately following the expiration of the then current term. To exercise the option for each renewal period, the Tenant shall notify the Owners in writing of the intent to exercise the option at least thirty (30) days before the end of the then current term.

2.3 Option to Terminate. The Tenant shall have the option to terminate this Lease at such time as the water well on the Premises goes dry or Tenant determines it is no longer useable as a viable water supply source.

ARTICLE III. RENT

The Tenant shall pay to the Owners, as rent for the Premises, the sum of One Hundred Dollars (\$100.00) per year, payable on the 15th day of August of each calendar year during the term of this Lease, with the first payment due August 15, 1995.

ARTICLE IV. USE OF PREMISES

4.1 Use. The Premises shall be used by the Tenant for only the operation, maintenance, and repair of the water well on the Premises, and any other related activities necessary to keep the well operational.

4.2 Legal Compliance. The Tenant's use of the Premises shall be in full compliance with all statutes, ordinances, rules, regulations, and laws of governmental authorities applicable to the Premises. The Tenant shall not do anything which will create a nuisance or a danger to persons or property. The Tenant shall not maintain any item on or do anything in or about the Premises which would cause the increase of insurance rates or make such insurance unobtainable.

Tenant agrees no pesticides, herbicides, fertilizers, petroleum products, or other toxic or hazardous materials, as the same are defined by Idaho law, shall be used or stored within the Leased Premises without the required approval of any governing entity having jurisdiction over the Premises.

4.3 Waste. The Tenant shall not use the Premises in any manner that will constitute waste nor shall the Tenant allow the same to be committed thereon.

4.4 Approvals, Permits, and Easements. During the term of this Lease, the Tenant shall have the right to apply for any approvals, permits, or licenses from any governmental entity, required for the use of the Premises as contemplated herein and, in connection therewith, the Owners agree to cooperate, provided that all costs and expenses therefor shall be the sole obligation of the Tenant. In addition, during the term of this Lease, the Owners shall, if required to permit the development and use of the Premises for the purpose intended by the Tenant, grant to public entities, public service corporations, or public or private utilities, for the purpose of serving the Premises, rights-of-way, or easements on or over the Premises for facilities and access thereto.

ARTICLE V.
QUIET ENJOYMENT

The Owners agree that the Tenant, upon performing the terms of this Lease, may quietly have, hold, and enjoy the Premises during the term hereof.

ARTICLE VI.
MAINTENANCE OF PREMISES

The Tenant shall at all times keep the Premises in good order and condition, and the Owners shall have no obligation or liability therefor.

ARTICLE VII.
INSURANCE

7.1 Tenant's Obligations. The Tenant shall purchase and keep in force bodily and personal injury liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence insuring against any and all liability of the insured(s) with respect to the Premises, or arising out of or related to the maintenance, use, and occupancy of the Premises, and property damages liability insurance with a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) per accident or occurrence. Said insurance shall designate the Owner as an additional named insured and shall specifically insure the performance by the Tenant of the indemnity agreement contained in Article XI of this Lease.

The Owners shall have no obligation to provide any insurance with respect to the Premises.

7.2 Policy Form. All policies required to be provided by the Tenant shall be issued in the names of the Owners and the Tenant, and evidence thereof shall be delivered to the Owners within ten (10) days after the commencement date of the term of this Lease and thereafter within thirty (30) days prior to the expiration of the term of each policy. All policies shall contain a provision that the insurer shall give the Owners twenty (20) days' notice in writing in advance of any cancellation or lapse or the effective date of any reduction in the amounts of the insurance.

ARTICLE VIII.
DESTRUCTION OF PREMISES

If the improvements on the Premises are damaged or destroyed in whole or in part, the Tenant may, at its option, terminate this Lease. Immediately following such termination, the Tenant shall promptly vacate and surrender the Premises to the Owners, provided that the Tenant shall, at the Tenant's sole cost, remove any improvements on the Premises constructed thereon by the Tenant and restore the Premises to a condition substantially the same as existed on the date of this Lease, except that any alterations by grading the Premises to accommodate the Tenant's use of the Premises need not be restored.

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JAN 14 1995

ARTICLE IX.
EMINENT DOMAIN

9.1 Definition of Taking. If the Premises are acquired or damaged by the exercise of the right of eminent domain or by the change of grade of adjacent street(s) or other activity by a public authority, whether or not such damage involves a physical taking of any portion of the Premises, this shall be considered a taking. If the extent of the taking is such that the Premises are no longer suitable for the purpose of the tenancy, this shall be considered a total taking. Any other taking shall be considered a partial taking.

9.2 Total Taking. In the case of a total taking, this Lease shall terminate at the date the Premises are rendered unsuitable for the purposes of the tenancy and all compensation therefor whether fixed by agreement or judicial award shall be allocated between the Owners and the Tenant in accordance with their interests, provided that all sums awarded as compensation for the taking of the Tenant's fixtures and leasehold improvements shall belong to the Tenant.

9.3 Partial Taking. In case of a partial taking and if this Lease is not terminated, the Tenant shall repair the Premises, but the Tenant shall not be obligated to expend for such repairs an amount greater than the compensation received from the condemning authority. In case of any partial taking, all compensation paid by the condemning authority in connection with the taking, whether fixed by agreement or judicial award, shall be paid to the Owners and the Tenant as provided in Section 9.2.

ARTICLE X.
WAIVER OF SUBROGATION RIGHTS

10.1 Mutual Releases. The Tenant and the Owners mutually waive their respective rights of recovery against each other for any loss to the extent such loss is insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

10.2 Non-Liability of Owners. The Owners shall not be liable for any bodily or personal injury to any person(s) arising from or occurring on the Premises, unless caused by the active negligence or intentional act or omission of the Owners. Further, the Owners shall not be liable for any damage to or loss, by theft or otherwise, of property of the Tenant or of others located on the Premises. The Tenant assumes the risk of all property kept or stored on the Premises and shall hold the Owners harmless from any claims arising out of damage to the same. The Tenant shall give immediate notice to the Owners in case of fire or accidents on or in the Premises or defects thereon or therein. The Tenant agrees to indemnify, defend and hold the Owners harmless from any and all claims of and damages for such bodily and personal injury and property loss.

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JAN 24 1992

ARTICLE XI.
INDEMNIFICATION

11.1 By Tenant. The Tenant agrees to indemnify and hold the Owners harmless against all actions, claims, demands, costs, damages or expense of any kind on account thereof, including attorney's fees and costs of defense, which may be brought or made against the Owners, or which the Owners may pay or incur, by reason of the Tenant's failure to perform this Lease.

11.2 By Owners. The Owners agree to indemnify and hold the Tenant harmless against all actions, claims, demands, costs, damages or expenses of any kind on account thereof, including attorney's fees and costs of defense, which may be brought or made against the Tenant, or which the Tenant may pay or incur, by reason of the Owners' failure to perform this Lease.

ARTICLE XII.
LIENS

12.1 Liens Prohibited. The Tenant shall pay or cause to be paid all costs and expenses for the work done by it or caused to be done by it on the Premises, and the Tenant shall keep the Premises free and clear of all liens of whatever kind or nature including, but not limited to, labor and material liens. The Tenant shall indemnify, save and hold the Owners and the Premises harmless against any liability, loss, damage, cost, attorney's fees and all other expenses on account of any prohibited lien.

12.2 Judgment on Lien. Immediately upon entry of a judgment in any action in which the Tenant contests any prohibited lien, if such judgment shall establish the validity of the lien, or any part thereof, and within fifteen (15) days after the filing of any lien for record which the Tenant does not contest, the Tenant shall fully pay and discharge such judgment or lien and the Tenant shall reimburse the Owners upon demand for any and all loss, damage and expense, including reasonable attorney's fees, which the Owners may suffer or incur by reason thereof.

12.3 Failure to Pay Lien. If the Tenant shall default in the paying of a prohibited lien and a suit to foreclose the same is filed and if the Tenant has not given the Owners acceptable security to protect the Owners against any loss, damage and expense with respect to such lien, the Owners may, but shall not be required to, pay the lien and any costs and the amount so paid, together with reasonable attorney's fees incurred in connection therewith, shall be immediately paid by the Tenant to the Owners together with interest thereon at the highest legal rate.

ARTICLE XIII.
NET LEASE

This Lease is a net lease and it is the intention of the parties that, except as otherwise provided or limited by the specific provisions of this Lease, the Tenant shall be responsible

for all costs and expenses of the ownership, maintenance, repair and operation of the Premises, including any improvements thereon, incurred or relating to the period of time during the term of this Lease.

ARTICLE XIV.
TENANT'S RIGHT TO MORTGAGE

The Tenant shall have the right, at any time and from time-to-time, to subject the Tenant's leasehold estate and any or all improvements on the Premises to one or more mortgages (the term "Mortgage" as used herein to include deeds of trust) as security for a loan or loans or other obligations of the Tenant, including an assignment of this Lease and the Tenant's rights hereunder (hereafter collectively called "Mortgage"). The Tenant shall promptly notify the Owners in writing of the name and address of any mortgagee holding a Mortgage of the Tenant's leasehold interest. The Owners shall not be required to subordinate or subject its interest in the Premises to the lien of any Mortgage.

The Owners agree to accept performance by the Tenant's mortgagee of any covenant, agreement or obligation of the Tenant contained in this Lease with the same effect as though performed by the Tenant.

The provisions of this Section are for the benefit of the Tenant's mortgagee and may be relied upon and shall be enforceable only by the Tenant's mortgagee. Neither the Tenant's mortgagee nor any other holder or owner of the indebtedness secured by the Mortgage or otherwise shall be liable under the covenants, agreements and obligations of the Tenant contained in this Lease unless and until the Tenant's mortgagee or other holder or owner acquires the interest of the Tenant in the leasehold estate created by this Lease.

Nothing contained in this Lease shall be construed as a subordination of the Owners' fee title in the Premises or the Owners' reversionary interest in the improvements to any Mortgage. On the expiration or termination of this Lease, except as specifically otherwise provided in this Section, any Mortgage of the Tenant's leasehold estate created by this Lease shall be null and void.

ARTICLE XV.
OWNERS' RIGHT TO MORTGAGE

The Owners shall have the right to encumber the Owners' interest in the Premises by one (1) or more Mortgages, deeds of trust, assignment of rents and leases, security agreements or otherwise ("Owners Mortgage"); provided, however, any such Owners Mortgage shall be expressly subordinate to all of the rights and interests of the Tenant under this Lease and to the rights of a mortgagee of the Tenant's leasehold estate created by this Lease.

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ARTICLE XVI.
ASSIGNMENT AND SUBLETTING

The Tenant shall have the right to assign the Tenant's interest in this Lease and in the Premises or sublet all or any portion of the Premises only with the prior written consent of the Owners, which consent shall not be unreasonably withheld. The Tenant shall have the right, without such prior consent, to assign this Lease or sublet the Premises to any successor organization or other organization selected by its board of directors, provided that if so assigned, such entity expressly assumes to perform all obligations of the Tenant under this Lease.

ARTICLE XVII.
DEFAULT

17.1 Events of Default. If at any time during the term of this Lease Tenant shall fail to timely observe or perform any of the Tenant's covenants, agreements or obligations hereunder within sixty (60) days following written notice delivered to the Tenant, which Notice shall specify the matter(s) then in default; provided that additional time reasonably required to cure the matter(s) in default shall be allowed so long as the Tenant is diligently pursuing all actions required to cure the matter(s) for which a default is claimed, the Tenant shall be in default of this Lease.

17.2 Termination. In the event of a default by the Tenant, the Owners, in addition to any other remedy or remedies available to the Owners at law or in equity, shall have the immediate right, but not the obligation, to terminate the Tenant's right of possession of the Premises and/or, at the Owners' election, this Lease and all rights of the Tenant hereunder, by giving the Tenant written notice of the Owners' election to terminate.

17.3 Termination--Re-Entry. In the event of the termination of the Tenant's right of possession and/or this Lease by the Owners hereunder, the Owners shall have the right to re-enter the Premises and remove therefrom all persons and property.

17.4 Mitigation. Nothing herein contained shall relieve the Owners from the obligation to make reasonable efforts to mitigate the loss or damage occasioned by a default of the Tenant, provided that said obligation to mitigate shall not relieve the Tenant of the burden of proof as required in this Article or otherwise affect the rights and remedies available to the Owners in the event of a default by the Tenant as provided in this Article, or otherwise allowed by law or equity.

ARTICLE XVIII.
OPTION TO PURCHASE

18.1 Option to Purchase. Landlord hereby grants to Tenant the exclusive option to purchase the Premises for the price and subject to the following terms and conditions:

4.1(a) Option. Tenant shall have the right to exercise its option at any time during the lease term, subject to approval of applicable government authorities having jurisdiction over the Premises.

4.2(b) Method of Exercise. Tenant shall exercise its option by giving written notice ("Exercise Notice") to Landlord at least 30 days prior to the intended closing date.

4.2(c) Purchase Price and Payment. The purchase price for the property subject of this option shall be the fair market value of the real estate, exclusive of any and all improvements located thereon, with such value to be determined by an MAI Appraisal to be performed at time of, or within 30 days prior to, the exercise of the option. Closing shall be at a time mutually agreeable to Landlord and Tenant, but not to exceed 60 days from Landlord's receipt of Tenant's notice to exercise the option to purchase.

18.2 Payment of Purchase Price. The purchase price for the property subject of this option shall be payable by Tenant to Landlord in cash at closing.

ARTICLE XIX. WAIVER

The waiver by the Owners of any breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of any past, present or future breach of the same or any other term, covenant or condition of this Lease.

ARTICLE XX. NOTICES

Any notice or demand given under the terms of this Lease shall be deemed given and delivered on the date when personally delivered or, if mailed, seventy-two (72) hours after the date the same is deposited in the United States mail, in a sealed envelope, by registered or certified mail, return receipt requested, postage prepaid and properly addressed. Until changed by notice in writing, notices, demands and communications shall be addressed as follows:

OWNERS:

Herbert R. Hoge and/or Charlene J. Hoge,
Trustees of The Hoge Family Living Trust Dated
October 8, 1990
32518 Mountain Loop Hwy
Granite Falls, WA 98252

TENANT:

Rocky Mountain Land Company
P.O. Box 2028
Coeur d'Alene, Idaho 83814

Either party shall have the right to change its above address by notice in writing delivered to the other party in accordance with the provisions of this Article.

ARTICLE XXI. HOLDING OVER

Should the Tenant continue to occupy the Premises, or any part thereof, after the expiration or earlier termination of this Lease, whether with or against the consent of the Owners, such tenancy shall be from month to month or, at the option of the Owners, may be treated as a one-year extension of such Lease. In the event of such a holding over, the obligation of the Tenant shall be the same as were in effect at the date of said expiration or termination.

ARTICLE XXII. ATTORNEYS' FEES AND COSTS

22.1 General Default. If either party shall default in the payment to the other party of any sum of money specified in this Lease to be paid or if either party shall default with respect to any other obligations in this Lease, all attorneys' fees incurred by the other party shall be paid by the defaulting party and if said sum is collected or the default is cured before the commencement of an action thereon, as a part of curing said default, reasonable attorneys' fees incurred by the other party shall be added to the balance due and payable or, in the case of a non-monetary default, shall be reimbursed to the other party upon demand.

22.2 Arbitration. If any dispute arises under this Lease, the dispute shall, at the request of either party, be submitted to arbitration in accordance with the statutes of the State of Idaho pertaining to binding arbitration and the then current rules of the American Arbitration Association. Pursuant thereto each party shall select an arbitrator and the arbitrators so selected shall select a third arbitrator and the parties agree to be bound by the decision of the arbitrators, with respect to questions submitted for arbitration. The arbitrators shall have the authority to allocate the cost of arbitration between the parties based upon the reasonableness of the position of each party to the arbitration, and as provided for in Section 22.3.

22.3 Arbitration Fees. In the event that either party to this Lease shall interpret or enforce any of the provisions hereof by arbitration, the unsuccessful party to such action agrees to pay to the prevailing party all costs and expenses, including reasonable attorney's, accountant's and appraiser's fees incurred therein by the prevailing party, including all such costs and expenses incurred with respect to an appeal therefrom and such may be included in any judgment entered in such action.

ARTICLE XXIII. CHANGES REQUESTED BY INSTITUTIONAL LENDER

The Owners hereby agree that if the institutional permanent mortgagee making the loan to the Tenant for the financing or refinancing of improvements to be construction on the

Premises shall require as a condition to making any loan secured by such mortgage on the Tenant's leasehold estate that the Owners consent to modifications to this Lease, then the Owners agree that the Owners will enter into a written agreement with the Tenant, in recordable form, making the modifications that are requested by such lender, provided that such changes are reasonable. However, under no circumstances shall the Owners be required to make any agreement that results in any of the following: changes the Premises demised; abridges or changes the term; requires the expenditure of funds by the Owners which the Owners are not obligated to expend under the terms of this Lease; or in any other manner enlarges the Owners' obligations or diminishes the Owners' rights or remedies under this Lease or reduces the Tenant's obligations hereunder.

ARTICLE XXIV. SURRENDER OF PREMISES

Upon the expiration or earlier termination of this Lease, the Tenant shall quit and surrender possession of the Premises to the Owners in as good order and condition as the same are at the commencement date of this Lease or hereafter may be improved by the Tenant, reasonable wear and repairs which are the Owners' obligations excepted. The Tenant shall, without expense to the Owners, remove or cause to be removed from the Premises all debris, rubbish, furniture, equipment, business and trade fixtures and other articles of personal property owned by the Tenant and all similar items of any other persons claiming under the Tenant, and the Tenant shall, before expiration of termination, repair all damage to the Premises resulting from such removal and otherwise restore the Premises.

ARTICLE XXV. MISCELLANEOUS

25.1 Severability. If any term or provision of this Lease shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law; and it is the intention of the parties that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall be interpreted to have the meaning which renders it valid.

25.2 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, court orders, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, government controls, enemy or hostile government action, civil commotion, fire or other casualty and other causes beyond the reasonable control of the party obligated to perform shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

25.3 Construction. All parties hereto have either (a) been represented by separate legal counsel, or (b) have had the opportunity to be so represented. Thus, in all cases, the language herein shall be construed simply and in accordance with its fair meaning and not

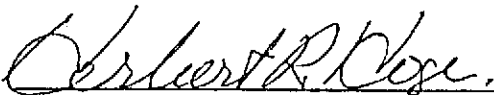
strictly for or against a party, regardless of which party prepared or caused the preparation of this Lease.

25.4 Succession. This Lease and all obligations contained herein shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto, provided, however, that any assignment of this Lease or any part hereof shall be subject to the provisions of Article 24, above.

25.5 No Recording. Neither party shall record this Lease, it being agreed that the Owners and the Tenant shall execute and record a Short Form Memorandum of this Lease.

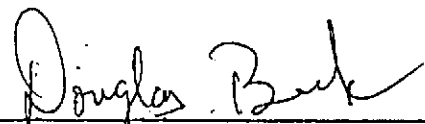
25.6 Entire Agreement. This Lease, including the exhibits attached hereto contain the entire agreement between the parties as of this date concerning the subject matter hereof and supersedes any and all prior agreements, oral or written, between the parties concerning the subject matter hereof. The execution hereof has not been induced by either party, or any agent of either party, by representations, promises or undertakings not expressed herein and, further, there are no collateral agreements, stipulations, covenants, promises, inducements or undertakings whatsoever between the respective parties concerning the subject matter of this Lease or the Premises which are not expressly contained herein.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement the day and year first above written.


HERBERT R. HOGE, Trustee of The Hoge
Family Living Trust Dated: October 8, 1990

REMINGTON RECREATIONAL WATER
DISTRICT


CHARLENE J. HOGE, Trustee of The Hoge
Family Living Trust Dated: October 8, 1990

By 
Its CHAIRMAN

"Owners"

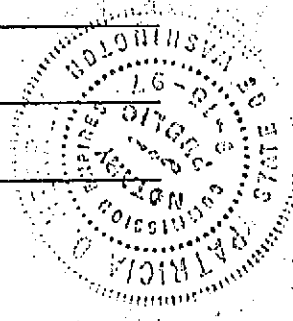
"Tenant"

STATE OF IDAHO Washington)
 County of Snohomish) :SS.

On this 27th day of Sept., 1995, before me,
PATRICIA D. HERRLY, a Notary Public in and for the State of Idaho, personally
 appeared HERBERT R. HOGE and CHARLENE J. HOGE, known or identified to me to
 be the Trustees of The Hoge Family Living Trust, the trust that executed the foregoing
 instrument and acknowledged said instrument to be the free and voluntary act of said trustees,
 for the uses and purposes therein mentioned, and on oath stated that they were authorized to
 execute the said instrument on behalf of said trust.

WITNESS my hand and official seal hereto affixed the day and year first above
 written.

Patricia D. Herrly
 Notary Public for Idaho WASHINGTON
 Residing at SEATTLE
 Commission Expires 9-15-97



STATE OF IDAHO)
 County of Kootenai) :SS.

On this 17th day of September, 1995, before me,
Cary K. Rutter, a Notary Public in and for the State of Idaho, personally appeared
Douglas Beck, known or identified to me to be the Chairman of
 REMINGTON RECREATIONAL WATER DISTRICT, the Water District that executed
 the instrument or the person who executed the instrument on behalf of said Water District,
 and acknowledged to me that such Water District executed the same.

WITNESS my hand and official seal hereto affixed the day and year first above
 written.

STATE OF IDAHO }
 COUNTY OF KOOTENAI } SS
 AT THE REQUEST OF
ROCKY MOUNTAIN LAND COMPANY

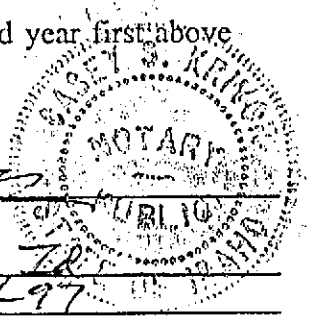
Oct 19 3 07 PM '95

TOM TAGGART

DEPUTY

AS17084 CVM-F081095

Cary K. Rutter
 Notary Public for Idaho
 Residing at Coeur d'Alene
 Commission Expires 8-7-97



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EXHIBIT A

A portion of Lot 19, Block 2 of the Plat of Shamrock Ranch II more particularly described as follows:

Beginning at the West Quarter Corner of Section 18, Township 53N, Range 3W, B.M. Kootenai County, Idaho;

Thence S.00°-11'-47" E. a distance of 115.00' to an 1/2" iron pin on the South line of Shoshone Ave as shown on said Plat;

Thence N.86°-19'-11" E. a distance of 50.00' to an iron pin on the South line of said Shoshone Ave and the true point of beginning;

Thence N.86°-19'-11" E. a distance of 120.22' to an iron pin;

Thence S.00°-11'-47" E. a distance of 147.31' to an iron pin;

Thence S.89°-48'-13" a distance of 120.00' to an iron pin;

Thence N.00°-11'-47" W. a distance of 140.00' to the point of beginning.

Containing 0.40 acres.

