

**STARTING
LEFT
SIDE OF
FILE**

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF PERMIT NO. _____)	
96-08946 IN THE NAME OF _____)	REINSTATEMENT ORDER
REMINGTON RECREATIONAL _____)	
WATER DISTRICT _____)	

WHEREAS, the Department issued the above-captioned permit with the condition that proof of construction of works and application of water to beneficial use (proof of beneficial use) be submitted to the Department on or before December 1, 2001; and,

WHEREAS, the Department notified the permit holder on September 30, 2001 by certified mail that proof of beneficial use was due and instructed the permit holder of the steps to be taken to submit the proof of beneficial use or an extension of time request; and,

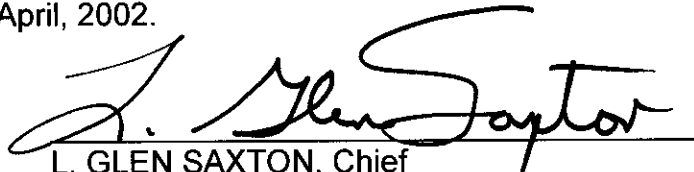
WHEREAS, the Department sent the permit holder a lapse notice on December 6, 2001, since it had not received an acceptable proof of beneficial use statement or extension of time; and,

WHEREAS, Section 42-218a, Idaho Code, provides that the Department may reinstate a permit upon a showing of reasonable cause by the permit holder within sixty days of the date of the notice of lapsing; and,

WHEREAS, the permit holder has provided a reasonable showing why the permit should be reinstated by submitting acceptable proof of beneficial use on January 28, 2002;

IT IS, THEREFORE, HEREBY ORDERED that Permit No. 96-08946 is **REINSTATED** with an advance in priority to **December 12, 1996**.

DATED this 1st day of April, 2002.


L. GLEN SAXTON, Chief
Water Allocation Bureau

MICROFILMED

MAR 27 2002

SCANNED

RECEIVED

JAN 28 2002

FOR OFFICE USE ONLY
Amt. of Fee \$: 120.00
Receipt No. 059505
Receipt By: [Signature]
Date Received: 1-28-02

Department of Water Resources

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. 96-08946 Telephone No. 208-683-5054
2. Name of Permit Holder(s): REMINGTON RECREATIONAL WATER DISTRICT
3. Mailing Address: P.O. BOX 2788
City HAAGEN State ID Zip 83835
4. Source of Water: GROUNDWATER If GROUNDWATER (well), Date Drilled: mo. 9 yr. 69
Well Driller: HOLMAN DRILLING CORP. Drilling Permit Number: 96-69-N-11
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: 2.23 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: \$ 100 (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 KUCHARSKI Telephone Number: 208-683-5054
Address: P.O. BOX 468, ADAMS, 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 Kucharski - MANAGER Date: 1-24-02
(include your title, if on behalf of company or organization)

MICROFILMED
MAR 27 2002

SCANNED
MAR 27 2002

State of Idaho
Department of Water Resources
Permit To Appropriate Water
NO. 96-08946

Proposed Priority: October 15, 1996 Maximum Diversion Rate: 2.23 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:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>
MUNICIPAL	01/01 to 12/31	2.23 CFS

LOCATION OF POINT(S) OF DIVERSION: Lot 2(SWNW), Sec. 18, Township 53N, Range 03W
KOOTENAI County

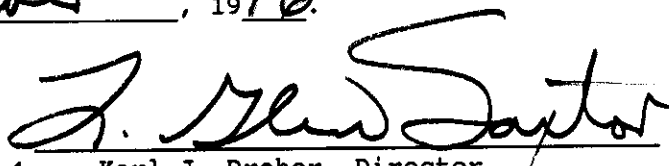
PLACE OF USE: See Remarks

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. Place of use located within 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.


for Karl J. Dreher, Director

MICROFILMED
JAN 24 1997

SCANNED
MAR 7 1998

RECEIVED

DEC 09 1996

Ident. No. 96-8946

FORM 202

2/96

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

- Name of Applicant Remington recreational Water District Phone 208-772-6034
Mailing address P.O. Box 130 Athol, ID 83801
- Source of water supply Rathdrum Aquifer ^{Groundwater} which is a tributary of _____
- Location of point of diversion is Township 53N Range 3W Sec. 18, in the SW 1/4,
____ 1/4, ADW 1/4, Govt. Lot 2, B.M., Kootenai County;
additional points of diversion if any: _____
- Water will be used for the following purposes:
 Amount 2.23 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)
- Total quantity to be appropriated is (a) 2.23 and/or (b) _____
 cubic feet per second acre feet per annum
- Proposed diverting works:
 - Describe type and size of devices used to divert water from the source 125 HP pump and 18" well
 - Height of storage dam _____ feet; active reservoir capacity 100,000 gallons acre-feet; total reservoir capacity _____ acre-feet
 - Proposed well diameter is _____ inches; proposed depth of well is _____ feet
 - Is ground water with a temperature of greater than 85°F being sought? No
 - If well is already drilled, when? 12-31-69 Drilling firm Holman Drilling Corp
 Well was drilled for (well owner) L.V. Brown; Drilling Permit No. ??
- Time required for completion of works and application of water to proposed beneficial use is 5 years (minimum 1 year)
- Description of proposed uses (if irrigation only, go to item 9):
 - Hydropower; show total feet of head and proposed capacity in KW. _____
 - Stockwatering; list number and kind of livestock. _____
 - Municipal; show name of municipality. Remington Recreational Water District
 - Domestic; show number of households. _____
 - Other; describe fully. _____

MICROFILMED SCANNED

JAN 24 1997

MAR 27 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? Applicant

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

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: _____

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.

DEQ - PWS # 1280270

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.)

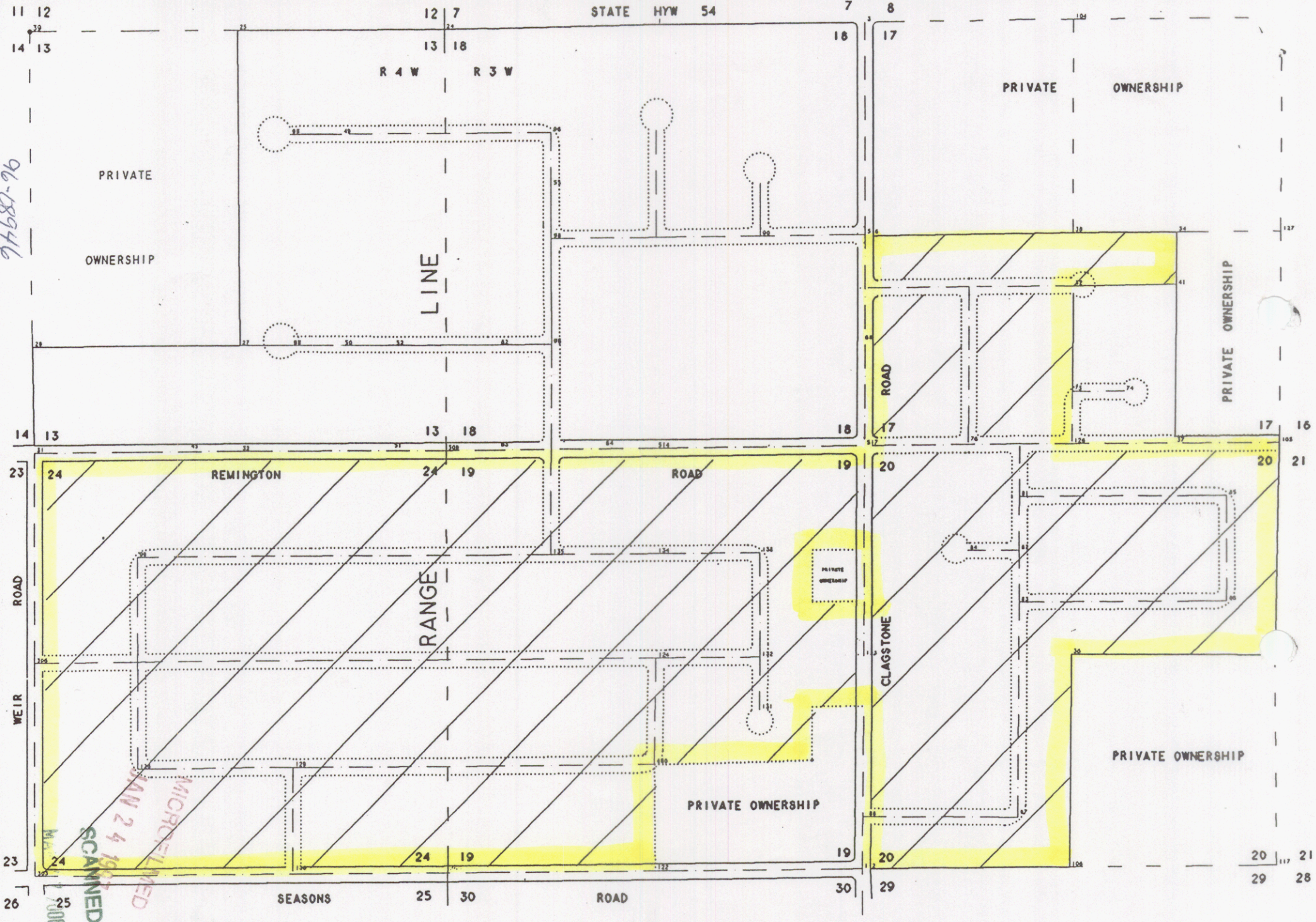
BE IT KNOWN that the undersigned hereby makes this application for permit to appropriate the public waters of the State of Idaho as herein set forth.

JAN 24 1997

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

Received by BS Date 10/15/96 Time 10:00 Preliminary check by AS
Fee \$ 140 Received by BS # 2010745 Date 10/15/96
Publication prepared by BS Date 10/30-31/96 Published in CHA News 11/14/96
Publication approved BS Date 11/27/96

SCANNED



97681-96

WEIR
ROAD

26
25

SCANNED
JAN 24 1987
MICROFILMED

SEASONS

25 30

ROAD

30

CLAGSTONE
ROAD

ROAD

ROAD

REMINGTON

STATE HYW 54

PRIVATE OWNERSHIP

PRIVATE OWNERSHIP

PRIVATE OWNERSHIP

PRIVATE OWNERSHIP

PRIVATE OWNERSHIP

PRIVATE OWNERSHIP

LINE

RANGE

12 7

13 18

R 4 W

R 3 W

7

8

18

17

20 21
29 28

17 16
20 21

**NOW
STARTING
RIGHT
SIDE OF
FILE**



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

April 1, 2002

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

ROBERT KUCHENSKI
REMINGTON RECREATION WATER DISTRICT
PO BOX 468-2788-
HAYDEN LAKE ID 83835

PROOF ACKNOWLEDGMENT LETTER

RE: PERMIT NO. 96-8944 & 96-8946

Dear Permit Holder:

The department acknowledges receipt of the proofs of beneficial use forms submitted for the above referenced permits. Enclosed are two orders reinstating these permits advancing the priority since proof was submitted after the proof due date. The next step in the process of developing a water right is for the department to contact you to schedule a field examination to determine and confirm the use being made of the water, and that it meets the permitted beneficial use.

Be advised that Section 42-248, Idaho Code, requires you or the owner of these water rights 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.

If you have questions, 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

c: IDWR - Regional Office

MICROFILMED

MAR 27 2002

Idaho Department of Water Resources Receipt

Receipt ID N014793

Payment Amount Date Received Region Status
Payment Type Check Number

Payer
Comment

Fee Detail

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

This customer overpaid the license exam fee for this permit. The \$50.00 was applied to permit no. ~~96-8946~~.

Signature Line (Dept. Representative)

MICROFILMED
MAR 27 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

MAR 27 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

MAR 27 2002

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720

Boise, Idaho 83720-0098

1 ☐ Service Requested

- ☐ Not a member of the Department
☐ Unsubscribed for years
☐ Insufficient funds
☐ Moved, List New Address
☐ Undelivered ☐ Returned
☐ Addressed - Not Known
☐ No Cash Street ☐ Member
☐ Payment 10/1/96
☐ Please Bill me
☐ Please Bill me
☐ Please Bill me
☐ Please Bill me

REMINGTON RECREATIONAL WATER DIST
PO BOX 130
ATHOL, ID 838010130

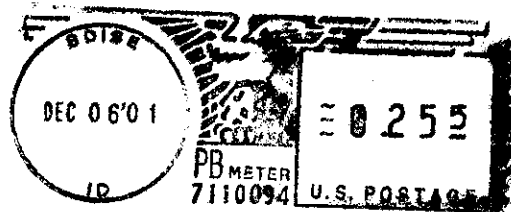
83-720-0098-1

RECEIVED

DEC 13 2001

Department of Water Resources

PRESORTED
FIRST CLASS



MICROFILMED
MAR 27 2002



December 6, 2001

REMINGTON RECREATIONAL WATER DISTRICT
PO BOX 130
ATHOL, ID 838010130

LAPSE NOTICE

RE: PERMIT NO. 96-8946

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
MAR 27 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.



CERTIFIED MAIL

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

1 North Orchard Street, P.O. Box 83720

Boise, Idaho 83720-0098

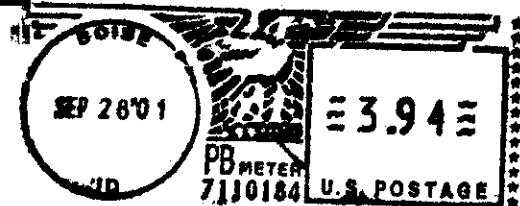
Return Service Requested

- ☐ 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 Out

REMINGTON RECREATIONAL WATER DISTRI
PO BOX 130
ATHOL ID 838010130



7099 3220 0005 5178 3335



RECEIVED

OCT 4 - 2001

Department of Water Resources

MICROFILMED

OCT 27 2002

PROOF

83801+0130 02





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. 96-8946

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.

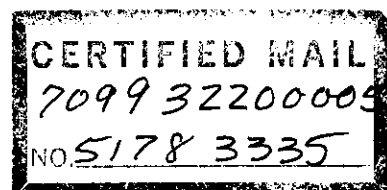
If you have not fully completed your project, and you or a previous owner of this permit have not received a prior extension of time, you may request an extension of time if the delay is for reasonable cause as provided in Section 42-204, Idaho Code. If you have been prevented from proceeding by a governmental 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

MAR 27 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

140000-11140

JAN 14 1997

AFFIDAVIT OF PUBLICATION

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

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 2-5-99

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

IDWR



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 FROM: DIANNE BALL
CDA PRESS 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)

RECEIVED
JAN 24 1997

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.

10/15/1996

10/15/1996

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

T R S00

RECEIVED

JAN 24 1997

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

RECORDED
1072 & 107

WELL DRILLER'S REPORT

State law requires that this report be filed with the State Reclamation Engineer
within 30 days after completion or abandonment of the well.JAN 30 1970
J.H.

Department of Reclamation

1. WELL OWNER

Name A. B. Brown
SAN FRANCISCO RANCHAddress AT40L IDAHOOwner's Permit No. none 96-69-N-11

2. NATURE OF WORK

☒ New well ^{#3} ☐ Deepened ☐ Replacement☐ Abandoned (describe method of abandoning)

3. PROPOSED USE

☐ Domestic ☒ Irrigation ☐ Test☐ Municipal ☐ Industrial ☐ Stock

4. METHOD DRILLED

☒ Cable ☐ Rotary ☐ Dug ☐ Other

5. WELL CONSTRUCTION

Diameter of hole 18 inches Total depth 540 feetCasing schedule: ☒ Steel ☐ Concrete

Thickness	Diameter	From	To
<u>.375</u> inches	<u>18</u> inches	<u>+ 2</u> feet	<u>510</u> feet
_____ inches	_____ inches	_____ feet	_____ feet
_____ inches	_____ inches	_____ feet	_____ feet
_____ inches	_____ inches	_____ feet	_____ feet
_____ inches	_____ inches	_____ feet	_____ feet

Was a packer or seal used? ☒ Yes ☐ NoPerforated? ☐ Yes ☒ NoHow perforated? ☐ Factory ☐ Knife ☐ Torch

Size of perforation _____ inches by _____ inches

Number	From	To
_____ perforations	_____ feet	_____ feet
_____ perforations	_____ feet	_____ feet
_____ perforations	_____ feet	_____ feet

Well screen installed? ☒ Yes ☐ NoManufacturer's name JOHNSONType IRRIGATOR Model No. ARMSA 140NDiameter 16 Slot size 150 Set from 510 feet to 540 feet

Diameter _____ Slot size _____ Set from _____ feet to _____ feet

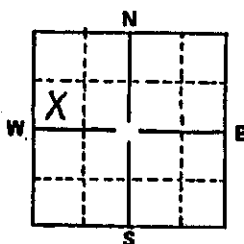
Gravel packed? ☐ Yes ☒ No Size of gravel _____

Placed from _____ feet to _____ feet

Surface seal? ☒ Yes ☐ No To what depth 25 feetMaterial used in seal ☒ Cement grout ☐ Puddling clay

6. LOCATION OF WELL

Sketch map location must agree with written location.

County KootenaiSW 1/4 NW 1/4 Sec. 18 T. 53 N. S. R. 3 E. W

7. WATER LEVEL

Static water level 470 feet below land surfaceFlowing? ☐ Yes ☒ No G.P.M. flow _____Temperature _____ ° F. Quality GOOD

Artesian closed-in pressure _____ p.s.i.

Controlled by ☐ Valve ☐ Cap ☐ Plug

8. WELL TEST DATA

NO TEST MADE

☐ Pump ☐ Bailor ☐ Other

Discharge G.P.M.	Draw Down	Hours Pumped

9. LITHOLOGIC LOG

Hole Diam.	Depth		Material	Water	
	From	To		Yes	No
18	0	2	TOP SOIL		X
18	2	34	GRAVEL 4" MINUS		X
18	34	96	GRAVEL 6" MINUS		X
18	96	130	GRAVEL 4" MINUS SOME CLAY		X
18	130	143	GRAVEL 4" MINUS COMPACTED		X
18	143	171	GRAVEL 6" MINUS LOOSE		X
18	171	196	GRAVEL 6" MINUS SOME CLAY		X
18	196	197	BOULDER		X
18	197	224	GRAVEL 6" MINUS		X
18	224	226	GRAVEL 6" MINUS SOME CLAY		X
18	226	241	GRAVEL 10" MINUS		X
18	241	267	BOULDERS		X
18	267	319	GRAVEL 4" MINUS		X
18	319	326	BOULDER		X
18	326	346	FINE GRAVEL 1/2" MINUS		X
18	346	355	FINE GRAVEL LOOSE		X
18	355	372	FINE GRAVEL 1/2" MINUS		X
18	372	391	GRAVEL 1" MINUS CEMENTED		X
18	391	393	BOULDER		X
18	393	403	GRAVEL 5" MINUS		X
18	403	408	GRAVEL 6" MINUS CEMENTED		X
18	408	427	GRAVEL 4" MINUS		X
18	427	435	GRAVEL 1" MINUS		X
18	435	447	GRAVEL 2" MINUS		X
18	447	467	GRAVEL 3" MINUS		X
18	467	470	GRAVEL 10" MINUS SOME CLAY		X
18	470	481	GRAVEL 12" MINUS		X
18	481	487	GRAVEL 4" MINUS		X
18	487	496	GRAVEL 6" MINUS		X
18	496	527	GRAVEL 2" MINUS		X
18	527	532	GRAVEL 4" MINUS TIGHT		X
18	532	540	GRAVEL 2" MINUS		X

10.

Work started SEPT 26-69 finished DEC 31-69

11. DRILLER'S CERTIFICATION

This well was drilled under my supervision and this report is
true to the best of my knowledge.Driller's or Firm's Name HOLMAN DRILLING CORPNumber 108Address E 3410 9TH SPOKANE WASHSigned By Arnold E. HolmanDate JAN 13-70

1394501

QUITCLAIM DEED

STATE OF IDAHO }
COUNTY OF KOOTENAI } SS
AT THE _____
Rocky Mtn Land Co
APR 10 11 05 AM '95
C. Berg
FEE \$ *3.00* DEPUTY

For Value Received Northern Rockies Corporation, an Idaho corporation dba Rocky Mountain Land Company, P. O. Box 2028, Coeur d'Alene ID 83816

does hereby convey, release, remise and forever quit claim unto Remington Recreational Water & Sewer District, P. O. Box 2028, Coeur d'Alene ID 83816

all rights to the following described easement, to-wit:

A portion of the 40' existing permanent easement for ingress, egress and utilities over, under and across the Southwest quarter of Government Lot 2 in Section 18, Township 53 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, (aka SHM 2.41) beginning at the Southeast corner of said property and extending West along the South line to the Southwest corner of said property described more particularly as follows:

All that portion of the Southwest quarter of Government Lot 2, Section 18, that lies within a fifty (50) foot radius of the center of the existing well. Said well lies North 66°26'14" East, a distance of 61.47 feet from the West quarter corner of said Section 18. Contains 6237 square feet more or less.

together with their appurtenances.

Dated: April 10, 1995

NORTHERN ROCKIES CORPORATION, an Idaho Corporation,
dba Rocky Mountain Land Company

G. Alann Krivor
G. Alann Krivor, President

STATE OF IDAHO)
)SS
County of Kootenai)

On this 10th day of April, 1995, before me, a Notary Public in and for said State, personally appeared G. ALANN KRIVOR, known or identified to me to be the PRESIDENT of Northern Rockies Corporation that executed the instrument on behalf of said Corporation and acknowledged to me that such Corporation executed the same.

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

Dorothy A. Wilson
Notary Public: Dorothy A. Wilson
Residing at: Post Falls ID
Commission expires: 11/21/99



STATE OF IDAHO }
COUNTY OF KOOTENAI } ss

FILED: 6-9-94
A-3:25 O'CLGCK 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

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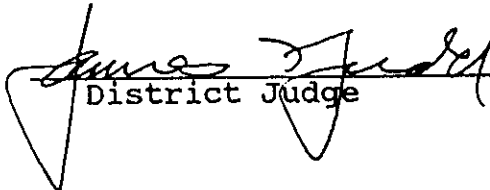
Recreational Water and Sewer District, a governmental subdivision of the state of Idaho and a body corporate with all the powers of a public or quasi-municipal corporation.

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:

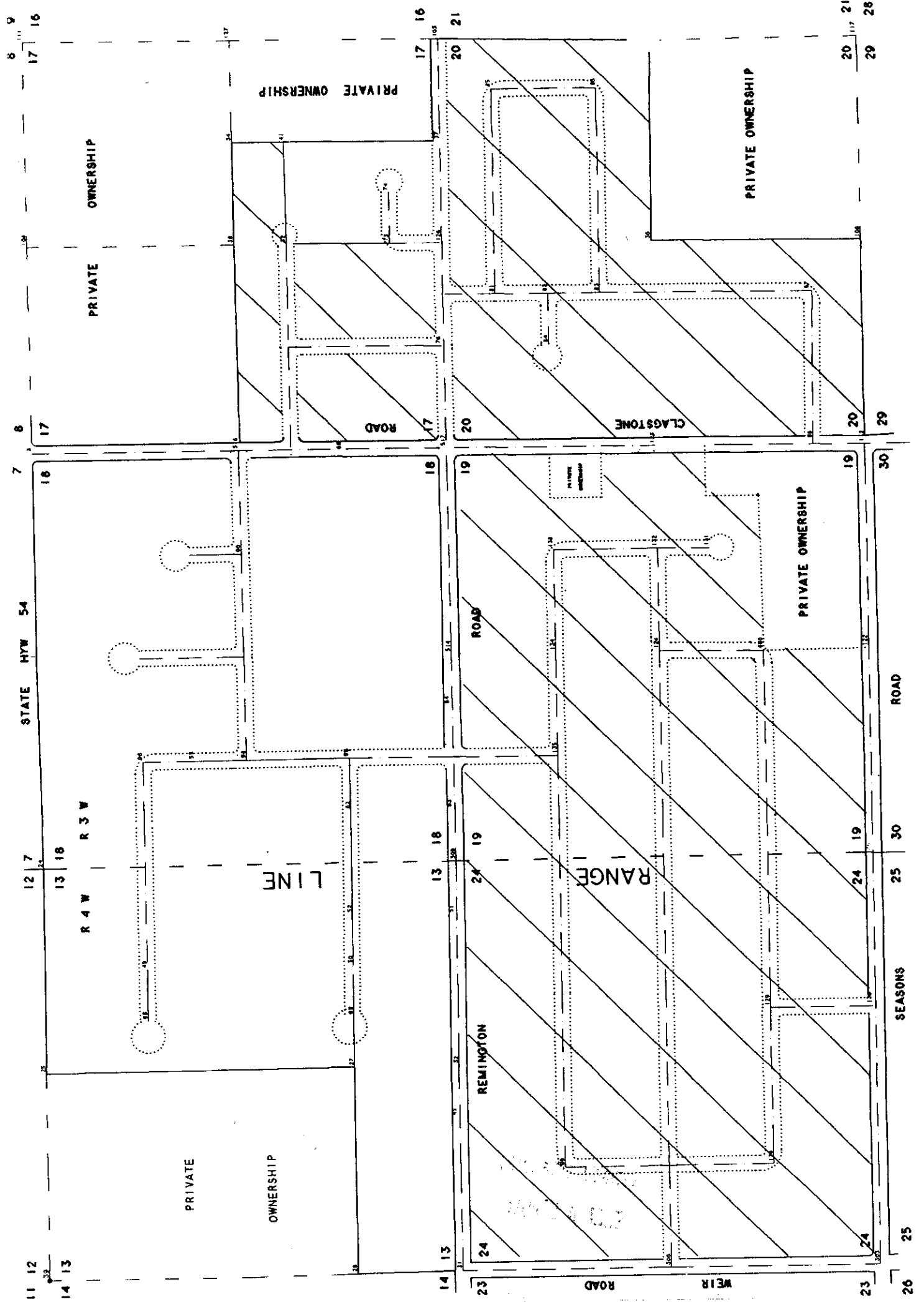
JULIE A. THOMPSON	June 1996
ALFRED D. BECK	June 1998
BRAD J. WILLIAMS	June 1998
CASEY S. KRIVOR	June 2000
G. ALANN KRIVOR	June 2000

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

RECORDED
JAN 24 1997



58850-m-12

orig in SHM H20 file

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GROUND LEASE

COPY

Re-recorded to include Exhibit "A"

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.

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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.

ARTICLE IX.
EMINENT DOMAIN

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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.

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

RECEIVED
JAN 24 1987

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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:

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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

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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

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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

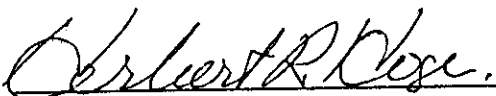
strictly for or against a party, regardless of which party prepared or caused the preparation of this Lease.

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.

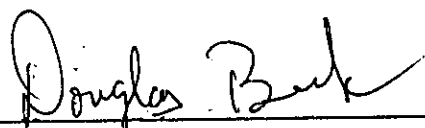
25.6 Entire Agreement. This Lease, including the exhibits attached hereto contain the entire agreement between the parties as of this date concerning the subject matter hereof and supersedes any and all prior agreements, oral or written, between the parties concerning the subject matter hereof. The execution 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"

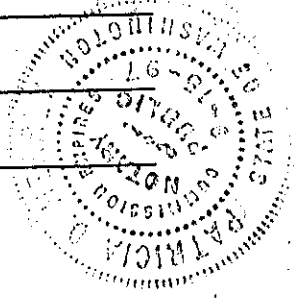
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STATE OF IDAHO Washington)
County of Snohomish)
:SS.

On this 27th day of Sept., 1995, before me,
Patricia D. Herry, 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. Herry
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,
Cathy Krueger, 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 } SS
COUNTY OF KOOTENAI }
AT THE REQUEST OF
ROCKY MOUNTAIN LAND COMPANY

OCT 19 3 07 PM '95

TOM TAGGART
Tom Taggart
DEPUTY
AS17084 CVM-F081025

Cathy Krueger
Notary Public for Idaho
Residing at Coeur d'Alene
Commission Expires 8-7-97



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.

