

06/13/2014

NOTICE OF ERROR
REPLY

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: September 12, 2014

Water right number: 92-10574

LOY BERGLAND
227 WINTER WAY
SAINT MARIES ID 83861
Telephone Number: (208) 245-9286

WANDA BERGLAND
227 WINTER WAY
SAINT MARIES ID 83861
Telephone Number: (208) 245-9286

RECEIVED

JUL 28 2014

DEPT. OF WATER RESOURCES

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

When a person pays to have a well drilled, they are the ones that have the "right" to the well water on their property - not some other entity.

2. Describe the changes you wish to make in the proposed recommendation:

The water for the domestic use of our 2 homes is a drilled well of 200'.

3. Give a brief explanation as to why you disagree with these portions:

In the original filing for ^{water} rights, dated 6/2/11, I specified that the water for our 2 houses was a drilled well.

I do not AGREE with this proposed recommendation: ~~—~~ changes need to be made.

DATE: 7/23/14 SIGNATURE: Wanda G. Bergland
Please print your name: Wanda G. Bergland

IDWR Regional Office, 7600 Mineral Drive, Suite 100, Coeur D' Alene, ID 83815, (208) 762-2800

(Contract for well construction + map enclosed)

CONTRACT FOR WELL CONSTRUCTION

I/ We (Loy Bergland), the well purchaser ("Purchaser's") do hereby hire Interstate Drilling & Pump, to drill a well as fully described in the above schedule, per each parcel listed below and Interstate Drilling & Pump is authorized to perform said work, subject to the following conditions. Interstate Drilling & Pump, by and through its authorized representative, hereby agrees to provide the goods and services indicated above, subject to the terms and conditions set forth below.

1. The description of the parcel/s on which the well/s are to be located is Parcel # **RP 45N01W175200 A**
2. The cost of the project is as set forth on the above schedule, the contents of which is incorporated, by reference herein. Said prices will expire, and no longer be available, on **August 1st, 2007** if this contract is not fully executed by that date.
3. A deposit of ½ down of the drilling estimate is due and payable prior to the commencement of work. The balance of the contract price is due and payable within ten (10) calendar days from the completion of the work. Any amounts not paid within this period shall bear interest at the rate of 2% per month, with interest compounded daily.
4. Interstate Drilling & Pump agrees to drill a well to a depth of **200'**, or less if instructed by the Purchaser to cease drilling, at the per foot price quoted in this contract. Any drilling beyond this depth shall require a new contract with new terms. Interstate Drilling & Pump has no obligation to drill beyond the depth agreed to in this contract. Interstate Drilling & Pump may choose not to enter a new contract with purchaser.
5. Interstate Drilling & Pump agrees to perform the work at the above rates, so long as the geological drilling conditions are as represented by the **Loy Bergland**. Should drilling conditions substantially change in nature, Interstate Drilling & Pump's obligation to perform the work at the above rates shall cease, and the parties shall negotiate a new per foot rate, or, in the event said negotiations are unsuccessful, Interstate Drilling & Pump may cease work, and Purchaser shall pay for the work performed to date, at the rates set forth above.
6. Interstate Drilling & Pump guarantees that all construction will be completed in a competent manner and according to standard practices in the industry. Said wells will be serviceably straight, round, and full sized to allow the installation of pumping equipment designed for such well. All pumping equipment will be operational upon installation, and will be suitable for the volume of the well.
7. INTERSTATE DRILLING & PUMP DOES NOT, HOWEVER, UNDER ANY CIRCUMSTANCE, GUARANTEE WATER, WATER QUALITY, QUANTITY, LONGEVITY, OR THE STABILITY OF THE GEOLOGICAL SUBSTRATE IN WHICH THE WELL IS PLACED.

1317

Set Stamp

N 89°23'57" E

1313.50

434.82

N 87°42'46" W
261.43

200.16

61.27

PARCEL A

20.39 ± AC

1044.55

STATE OF IDAHO

N 14°02'46" W
615.62

WELL
⊗

803.02

N 78°06'25" W
300.35

2705.50

3955'
241.16'
280.71

N 37°23'53" E
228.91

See Sheet
Three for Details of
24' Easement

913.53'
613.18'

200.00'

2696.74'

REMAINDER

22.30 ± AC

See Detail "B"

30' Easement

$\Delta = 07^{\circ}26'24"$
C.L. R = 2865.00'
T = 186.28'

N 00°37'35" E

338.99

N 51°15'44" W 45'

44'16" E

52° E

755.81'

N 00°37'39" E