

FEB 01 2021

FORM 202 Rev. 09/16

WATER RESOURCES WESTERN REGION

STATE OF IDAHO

Ident. No. 65-24012

DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant(s) STARB BROS LLC Phone 541-887-8900  
 Name connector (check one):  and  or  and/or  
 Mailing address 1301 ESPLANADE AVE City KLAMATH FALLS  
 State OR ZIP 97401 Email brad.starb@edstarb.com
2. Name of representative, if any LOU MILANI Phone 541-238-4084  
 Mailing address 1301 ESPLANADE AVE City KLAMATH FALLS  
 State OR ZIP 97401 Email LOU.MILANI@EDSTARB.COM
- a.  Send all correspondence for this application to the representative and not to the applicant OR  
 Send original correspondence to the applicant and copies to the representative.
- b.  The representative may submit information for the applicant but is not authorized to sign for the applicant OR  
 The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation.

3. Source of water supply GROUND which is a tributary of \_\_\_\_\_

4. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
<u>6N</u>	<u>2W</u>	<u>13</u>		<u>NW</u>	<u>NW</u>		<u>Glen</u>	<u>ground water</u>	

5. Water will be used for the following purposes:

- Amount 1,33 cfs for Fire Extinguishing purposes from 1-1 to 12-31 (both dates inclusive)  
 (cfs or acre-feet per year)
- Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ (both dates inclusive)  
 (cfs or acre-feet per year)
- Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ (both dates inclusive)  
 (cfs or acre-feet per year)
- Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ (both dates inclusive)  
 (cfs or acre-feet per year)

6. Total quantity to be appropriated is (a) 1.33 cubic feet per second (cfs) and/or (b) \_\_\_\_\_ acre-feet per year (af).

7. Proposed diverting works:

- a. Describe type and size of devices used to divert water from the source. Pump - rated @ 400 gpm @ 100 psi; AURORA - model 10 fem - 7 stage CCVT Fire Pump w/6hp, 770 RPM 3/60/208v motor
- b. Height of storage dam \_\_\_\_\_ feet; active reservoir capacity \_\_\_\_\_ acre-feet; total reservoir capacity \_\_\_\_\_ acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 12. For dams 10 feet or more in height AND having a storage capacity of 50 acre-feet or more, submit a separate Application for Construction or Enlargement of a New or Existing Dam. Application required?  Yes  No
- c. Proposed well diameter is 14 inches; proposed depth of well is 100 feet.
- d. Is ground water with a temperature of greater than 85°F being sought?  Yes  No
- e. If well is already drilled, when? \_\_\_\_\_; drilling firm \_\_\_\_\_; well was drilled for (well owner) \_\_\_\_\_; Drilling Permit No. \_\_\_\_\_.

For Department Use

Received by \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ Preliminary check by \_\_\_\_\_  
 Fee \$ \_\_\_\_\_ Received by \_\_\_\_\_ Receipt No. \_\_\_\_\_ Date \_\_\_\_\_

AMENDED

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; must complete and attach the Municipal Water Right Application Checklist.
  - d. Domestic; show number of households \_\_\_\_\_
  - e. Other; describe fully. Emergency Fire Extinguishing

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	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
6N	2W	13						1/4											

Total number of acres to be irrigated: 0

10. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping? NO

11. a. Who owns the property at the point of diversion? STAUB BROS. LLC  
 b. Who owns the land to be irrigated or place of use? STAUB BROS LLC  
 c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: \_\_\_\_\_

12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. Installation of an emergency fire suppression system - Hopefully system / pump will never be used. Well & Pump are for emergency only & to satisfy the requirements of state & local fire depts.

13. Time required for completion of works and application of water to proposed beneficial use is 5 years (minimum 1 year).
14. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map or maps clearly identifying the proposed point of diversion, place of use, section #, township & range. The map scale shall not be less than two (2) inches equal to one (1) mile.

The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

[Signature]  
 Signature of Applicant  
Brad Staub president  
 Print Name (and title, if applicable)

\_\_\_\_\_  
 Signature of Applicant  
 \_\_\_\_\_  
 Print Name (and title, if applicable)

AMENDED

REVISION	BY

ANDERSON ENGINEERING  
AND SURVEYING, INC.  
P.O. BOX 28  
LAKEVIEW, OREGON 97630  
(541) 947-4407/FAX: 947-2321  
WWW.ANDERSONENGINEERING.COM

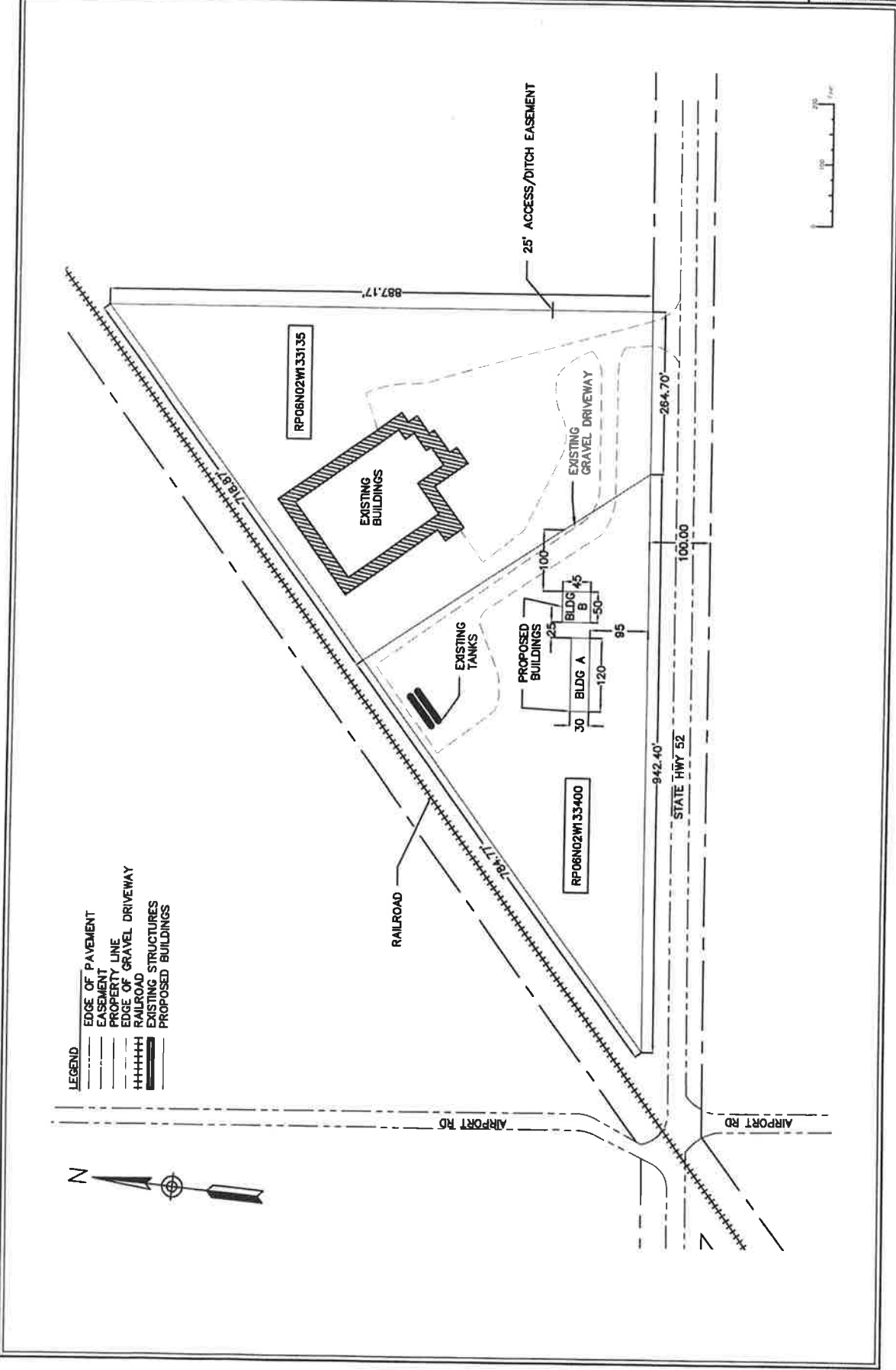


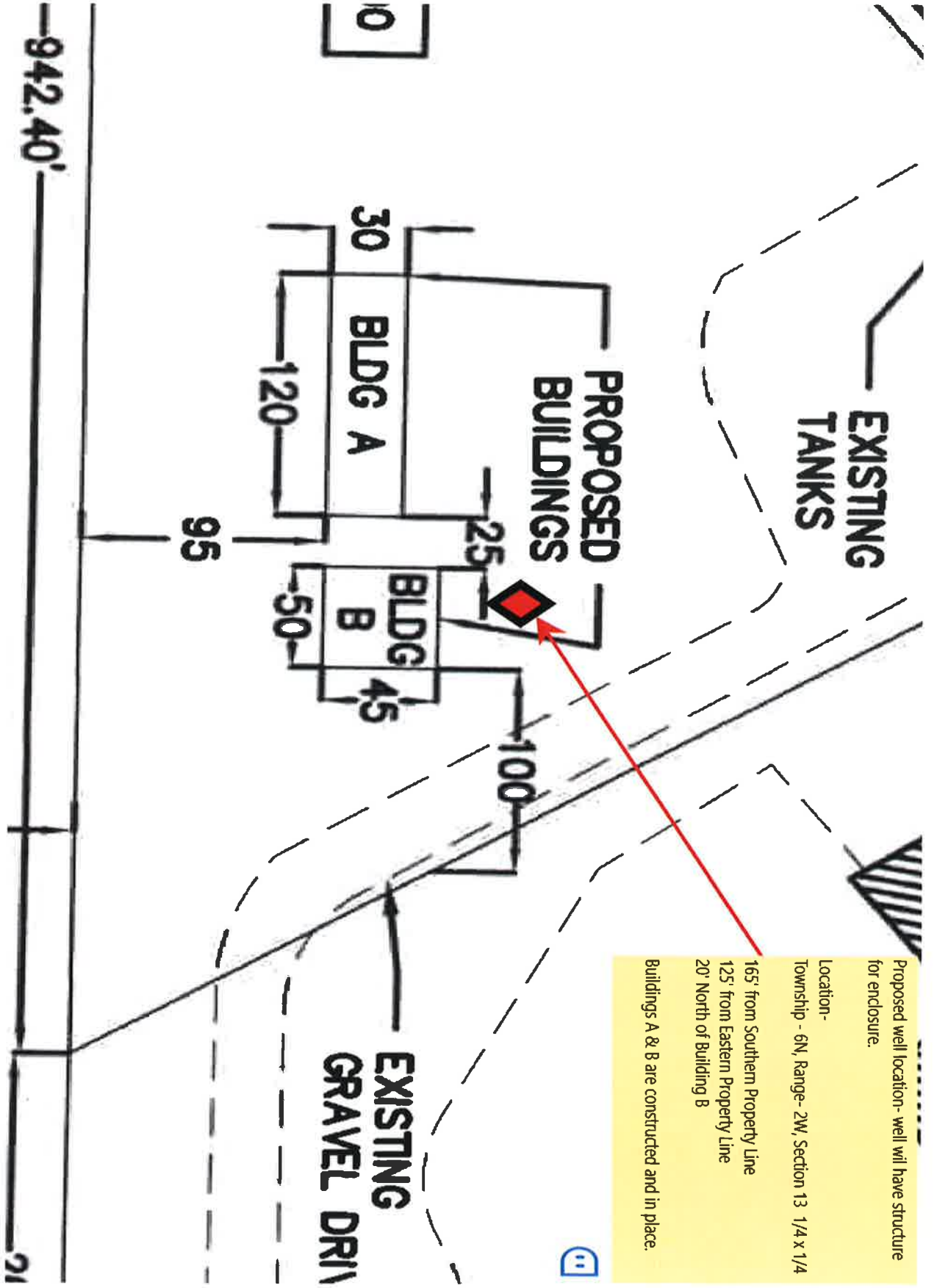
FOR:  
ED STAUB & SONS  
1301 ESPANADE AVE  
KLAMATH FALLS, OR  
(944) 200-3835



STAUB SITE PLAN  
1870 W. HWY 52  
EMMETT, ID 83617

DATE: 08/25/20  
SCALE: 1"=150'  
DWG. BY: KJM  
JOB#: 2020-088  
FILE: 2020-088  
SHEET: 1





Proposed well location- well will have structure for enclosure.

Location-  
Township - 6N, Range- 2W, Section 13 1/4 x 1/4

165' from Southern Property Line  
125' from Eastern Property Line  
20' North of Building B

Buildings A & B are constructed and in place.







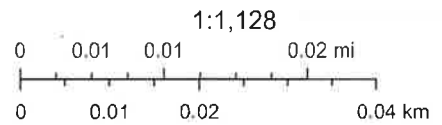
1/8/2021, 7:41:16 AM

POU - Water Rights

 All Other POU (non-provider)

 Irrigation Providers and Municipal Service Areas

 POD - Water Rights



GeoEye, Maxar, Microsoft, State of Oregon, State of Oregon GEO, Esri, HERE, Garmin, iPC, State of Oregon GEO, Esri, HERE, iPC

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**RE: Well permit questions**

1 message

**Dalgleish, Alex** <Alex.Dalgleish@idwr.idaho.gov>  
To: Lou Milani <lou.milani@edstaub.com>

Thu, Jan 7, 2021 at 3:16 PM

Lou,

After looking over the application, here are the items that need adjustments or additional information:

- Item 5- the diversion rate or volume is not listed after "Amount". This would likely be the same total rate listed under item 6.
- Item 9- The place of use needs to be described in the same Public Land Survey System (PLSS) designation. This description is also likely the same as the point of diversion under item 4.
- Item 14- Though you may have created a map, I didn't see it included with the application.
  - If you haven't created a map, you can at the following link: <https://idwr.maps.arcgis.com/apps/webappviewer/index.html?id=bdaa8ddb5a84d63b722a16e26695ff5>
  - Type in the address of the place of use or enter the PLSS information.
  - Once at the place of use on the map, you'll see the 5 colored circles at the bottom center of the screen...Use the far right circle that looks like a painting pallet. With this tool, you can create a point for the proposed location of the well and use the polyline tool (looks kind of like an "N") to create the place of use.
  - When the place of use and point of diversion are drawn on the map, use the print icon circle tool on the bottom center of the screen.

Other than that, the application looks good to me.

Best,

Alex Dalgleish

Senior Water Resource Agent

[alex.dalgleish@idwr.idaho.gov](mailto:alex.dalgleish@idwr.idaho.gov)

STATION LEASE

THIS STATION LEASE, made this 1st day of January, 2018, between Staub Brothers LLC hereinafter referred to as "Lessor", and Ed Staub & Sons, hereinafter called "Lessee."

Petroleum Inc.  
WITNESSETH:

- 1. DEMISE.** The Lessor hereby leases to Lessee the premises located at 1370 W. Hwy 52, in the City of Emmett, in the State of Idaho, and more fully described in Exhibit "A" attached hereto, together with all appurtenant rights, including rights of way and easements thereunto belonging and all buildings and improvements now erected or installed thereon and subject to all easements and rights of way pertaining thereto (the "Leased Premises").
- 2. IMPROVEMENTS.** Lessee, at Lessee's own cost and expense, may construct and install, or cause to be constructed or installed on the Leased Premises, any improvements that Lessee may require.
- 3. TERM.** The initial term of this Lease shall be for a period of Five (5) years, commencing on the 1st day of January, 2018 and expiring on the 31st day of December, 2022 ("Initial Term"). Upon the expiration of the Initial Term, this Lease shall automatically renew for a total of Ten (10) consecutive renewal periods of Five (5) years each such renewal period, unless Lessee shall give Lessor thirty (30) days written notice to the contrary prior to the expiration of the Initial Term or the then current renewal period. Upon expiration of the additional renewal periods, this Lease shall continue thereafter from year-to-year unless either Lessee or Lessor shall give to the other one hundred (120) days written notice prior to the commencement of the next yearly period.
- 4. RENT.** The Lessee agrees to pay Lessor as monthly rent for the Leased Premises during the Initial Term, the sum of One Thousand Three Hundred (\$1,300.00) per month, commencing on the 1st day of January, 2018 and on the 1st day of each month thereafter. Rent for the Leased Premises during any renewal period shall remain the same as the monthly rent during the Initial Term.
- 5. TAXES.** Lessee agrees to pay all land taxes and any special assessments whatsoever which may be made, assessed or charged by the federal, state, local, or municipal government or any political subdivision or proprietary agency thereof against the Leased Premises during the term of this Lease, or any renewal thereof. Lessee shall furnish to Lessor annually, without notice, tax receipts and other evidences of payment of the taxes and assessments here and above referred to. The Lessee shall pay all taxes on buildings and improvements erected and installed by Lessee, and all license and permit fees incident to the operation of the business of Lessee at the Leased Premises.
- 6. UTILITY CHARGES.** Lessee agrees that it will pay all charges for electricity, gas, water, sewage, telephone and other utility services used on the Leased Premises.
- 7. REPAIRS.** The Lessor shall keep all and every part of the Leased Premises in good repair, and such repairs and replacements, interior and exterior, ordinary and extraordinary, structural and nonstructural, shall be made promptly at its own cost and expense except for the gasoline dispensing facilities and canopy lights, which maintenance shall be the responsibility of Lessee.
- 8. INSURANCE.** Lessee agrees that it will at all times during the term of this Lease and so long as it remains in possession of the Leased Premises, at its own expense, carry insurance upon the buildings and improvements upon the Leased Premises for the protection of the same against loss or damage by fire and such other risks as may be included in the broadest form of extended coverage insurance from time-to-time available in amounts equal to the insurable value thereof.

9. DAMAGES OR DESTRUCTION. In case of damage or destruction by fire or otherwise, the Lessee may, at Lessee's sole option, (a) repair, restore, or rebuild the buildings and improvements on the Leased Premises; (b) or terminate this Lease. If Lessee elects to terminate the Lease, Lessee shall have no further liability or obligation hereunder.

10. ALTERATIONS. The Lessee may, at its expense, make alterations, additions, or improvements to the Leased Premises without the written consent of the Lessor, to such an extent that Lessee may determine is necessary for the conduct of its business.

11. LESSOR'S RIGHT TO ENTER. Lessee shall permit Lessor and Lessor's agents designated in writing to enter upon the Leased Premises at all reasonable times for the purpose of inspecting the same.

12. USE OF PREMISES. The Lessee may use the Leased Premises for the purpose of conducting a gasoline service station and convenience store business and any other related business customarily associated with the operation of a gasoline service station and convenience store.

13. INDEMNITY.

(a) Lessor's Liability and Obligations.

(i) Except for Lessee's liability set forth in paragraph 13 (b) hereunder, Lessor shall be liable for all petroleum hydrocarbon or other contamination at the Leased Premises and any violation of applicable environmental or underground storage tank statutes, regulations, rules, and orders of governmental authorities concerning the initial abatement and/or remediation of petroleum or other contamination and/or the investigation or reporting of same. In the event that Lessor fails to comply with this provision, Lessee, at its option, may take all necessary and appropriate measures to comply with such statutes, regulations, rules, or orders, and Lessor shall reimburse Lessee for the reasonable costs and expenses thereof, including penalties, fines and related costs, within sixty (60) days of receiving Lessee's statement therefor.

(ii) Except for Lessee's obligations under paragraph 13(b) hereunder, Lessor agrees to indemnify and hold Lessee harmless from and against any and all claims, damages, actions, administrative proceedings, penalties, fines, costs, liabilities, interest or losses, including reasonable attorneys fees and expenses, consultant and expert fees, together with all other costs and expenses that arise out of any contamination of the Leased Premises, including contamination of the land or groundwater by petroleum hydrocarbons or any other hazardous or toxic substance or material. This indemnity shall bind Lessor, its successors and assigns, and shall inure to the benefit of Lessee, its heirs, successors and assigns including successors in interest to the land that is the subject of this Lease.

(b) Lessee's Liability and Obligations.

(i) Lessee shall be liable for all petroleum hydrocarbon contamination that results directly from the operation of Lessee's business at the Leased Premises and Lessee's violation of any applicable environmental or underground storage tank statutes, regulations, rules, and orders of governmental authorities concerning the initial abatement or remediation of such petroleum hydrocarbon contamination or the investigation or reporting of same. In the event that Lessee fails to comply with this provision, Lessor, at its option, may take all necessary and appropriate measures to comply with such statutes, regulations, rules, or orders, and Lessee shall reimburse Lessor for the reasonable costs and expenses thereof, including penalties, fines and related costs, within sixty (60) days of receiving Lessor's statement therefor.

(ii) Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims, damages, actions, administrative proceedings, penalties, fines, costs, liabilities, interest or losses, including reasonable attorneys fees and expenses, consultant and expert fees, together with all other costs and expenses that arise out of the contamination of the Leased Premises with petroleum hydrocarbon contamination directly resulting from the operation of Lessee's business on the Leased Premises. This indemnity shall bind Lessee, its successors and assigns, and shall inure to the benefit of Lessor, his heirs, successors and assigns including successors in interest to the land that is the subject of this Lease.

14. EMINENT DOMAIN. If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable for the purpose herein leased, is condemned for any public use or purpose by any legally constituted authority, then in either of such events this Lease shall cease from the time when possession is taken by such public authority and rental shall be accounted for between Lessor and the Lessee as of the date of the surrender of possession. All compensation awarded during the term of this Lease shall be paid to Lessor without any participation by Lessee; provided, however, that nothing herein contained shall be construed to preclude the Lessee from prosecuting any claim directly against the condemning authority for loss of business, or depreciation to, damage to, or cost of removal of, or for the value of any personal property belonging to the Lessee; provided, however, that no such claim shall diminish or otherwise adversely affect the Lessor's award.

15. QUIET POSSESSION. The Lessor covenants that Lessee shall have quiet and peaceful possession of the Leased Premises for the term of this Lease and any extension thereof.

16. DEFAULT. Either party shall be in default of its obligations under this Lease if it fails to comply with any material provision hereof. In the event the Lessee is in default of payment of any rent upon the day when the same shall become due and payable, Lessor shall provide Lessee with written notice of the default and Lessee shall have a period of ten (10) days from receipt of such notice to cure the default. In the event of any other default by either party, the non-defaulting party shall provide the defaulting party with written notice of the default and the defaulting party shall have a period of thirty (30) days from receipt of such notice to cure the default or, if the default cannot reasonably be cured within thirty (30) days, within a reasonable time, subject to the defaulting parties obligation to commence cure of the default within said thirty (30) day period, defaulting party shall make good faith efforts to cure as promptly as reasonably practicable. Any default in payment of rent or other default which is not cured as set forth above shall give the non-defaulting party the right to terminate this Lease upon thirty (30) days written notice to the defaulting party.

17. RIGHT OF FIRST REFUSAL. In the event Lessor shall receive from a third party at any time during the term of this Lease, or any renewal thereof, a *bona fide* offer to purchase the Leased Premises at a specified price, whether such price be first fixed by Lessor or the third party, and Lessor shall decide to sell the same for such amount, Lessor shall promptly give Lessee notice of the terms of such offer and of Lessor's willingness to sell for the price offered, and Lessee shall have the first right of refusal and privilege of purchasing the Leased Premises at such price. Lessee must exercise its right of first refusal within forty-five (45) days after Lessee receives notice from Lessor, by notifying Lessor that it will purchase the Leased Premises for the amount specified in the *bona fide* offer. In the event Lessee shall not give Lessor notice of its intention to purchase the Leased Premises for the amount specified in said offer within the forty-five (45) day period, Lessee shall not be obligated to purchase the Leased Premises, and Lessor may thereafter sell same to the party making the offer; provided, however, that such purchasing party agrees in writing, as a condition of such sale, to comply in full with the terms and conditions of this Lease and to the leasehold estate herein granted. If for any reason the Leased Premises are not sold to such party, notice of any subsequent *bona fide* offers, acceptable to Lessor, shall be given to Lessee upon the same terms and conditions for acceptance or rejection as hereinabove provided.

18. RIGHT TO SUBLEASE AND ASSIGN. Lessee may sublet or assign all or portions of the Leased Premises provided that the business or occupation of the sub-tenant or assignee is not extra-hazardous, disreputable, or illegal.

19. NOTICES. Any notice provided for herein shall be given by registered or certified United States Mail, postage prepaid, addressed to the parties as the following addresses:

LESSOR:  
Staub Brothers LLC  
1301 Esplanade Ave  
Klamath Falls, OR 97601

LESSEE:  
Ed Staub & Sons Petroleum, LLC  
1301 Esplanade Ave  
Klamath Falls, OR 97601

The person and place to which notices are to be mailed may be changed from time-to-time by either party by written notice given to the other party.

20. SURRENDER OF PREMISES. Lessee shall, upon the expiration or sooner termination of this Lease, or any extensions thereof, surrender the Leased Premises, including all buildings, replacements, changes, additions and

improvements, except movable trade fixtures and personal property, in good condition and repair, reasonable wear and tear excepted. Lessee and any assignee or sub-lessee is expressly given the right at any time during the term of this Lease, and for a period of sixty (60) days after the expiration or termination of this Lease to enter on and remove from the Leased Premises any improvements, fixtures, or equipment heretofore or hereafter purchased or placed by Lessee, assignee or sub-lessee upon the Leased Premises, but shall not be obligated to do so. Any such improvements, fixtures, or equipment attached to and becoming a part of the real estate, which are not so removed, shall remain so attached and become a part of the real estate.

21. **SUCCESSORS AND ASSIGNS.** The terms, covenants and conditions herein shall be binding upon and inure to the successors, heirs, assigns, executors and administrators of the parties hereto.

22. **LESSOR'S CONSENT.** The Lessor consents to the use of the Leased Premises for all lawful purposes, including the sale of alcoholic beverages, and agrees to execute any consent or waiver or other document required by any licensing or governmental authority from the owner of the real estate. Lessor shall permit Lessee to enter into agreements and contracts concerning the sale of gasoline, oil and other petroleum and convenience store products, and of other products and services commonly associated with the operation of a retail service station and convenience store, on the Leased Premises. Lessor shall enter into any necessary contracts, agreements or waivers that may be required by any person contracting with Lessee in regard to the installation and removal of petroleum storage tanks and other types of machinery and equipment commonly used in, or necessarily incident to, the gasoline service station and/or convenience store business.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Lease to be signed, in duplicate, upon the day and year first above written, Lessee having executed and sealed the same, by its duly authorized officer.

LESSOR:  
Staub Brothers LLC  
1301 Esplanade Ave  
Klamath Falls, OR  
By: [Signature] - Member  
Title

LESSEE:  
Ed Staub & Sons Petro, Inc.  
1301 Esplanade Ave  
Klamath Falls, OR 97601  
By: [Signature] - Secretary  
Title

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**CONSULT LOCAL COUNSEL BEFORE USING**

© copyright 2003 Bassman, Mitchell & Alfano, Chartered

**EXHIBIT "A"**  
**DESCRIPTION OF THE PREMISES**

Public Record Information

**Business Name:** ED STAUB & SONS PETROLUEM INC

**Owner:** DAVID STAUB, BRAD STAUB, ED STAUB

**Profession:** IDAHO LIQUEFIED PETROLEUM GAS SAFETY BOARD

**Type:** LP GAS STORAGE FACILITY - OVER 10,000 GAL/CAP

**Number:** PGLF - 464

**Address Of Record:**

**City/State/Zip:** EMMETT ID 83617

**Country:** USA

**Business Phone:** (208) 461 - 4556

**Original Date of Issue:** 10/26/2006

**Registered/Licensed**

**By:**

**Status:** Current

**Discipline Status:**

**Expiration Date:** 10/26/2021

Status History

Date	Action
9/25/2020	Renewed
12/23/2019	Reinstated
10/27/2019	Expired
9/20/2018	Renewed
9/26/2017	Renewed
9/28/2016	Renewed
9/23/2015	Renewed
9/29/2014	Renewed
10/3/2013	Renewed
9/25/2012	Renewed
9/22/2011	Renewed
9/17/2010	Reinstated
10/27/2008	Expired
10/1/2007	Renewed
10/26/2006	New License

Disciplinary Action Documents

None

**NOTE: The information contained on this website is being made available as a public service by the Division of Occupational and Professional Licenses. The information on this site is made public pursuant to the Idaho Public Records Law. The data is derived directly from individual license applications entered into the database and is updated on a daily basis. Licensing credentials are primary-source verified and thus can be considered primary source license verification. None of the content contained on this website is intended to constitute legal or professional advice. Please note that some disciplinary actions against licensees may not appear immediately on the website. Appeals, effective dates of orders and other administrative processes may delay posting on the website. If additional certification of this record is required, a written request must be submitted together with a \$10.00 fee to the Division of Occupational and Professional Licenses, 700 West State Street, PO Box 83720, Boise, Idaho 83720-0063.**

**NOTE: If a disciplinary document is not available on the Documents tab, please fill out and submit a Public Records Request form.**

# AMENDED ANNUAL REPORT



Corporation Division  
[www.filinginoregon.com](http://www.filinginoregon.com)

**E-FILED**  
Jan 14, 2020  
OREGON SECRETARY OF STATE

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**REGISTRY NUMBER**

20401295

**REGISTRATION DATE**

02/27/2004

**BUSINESS NAME**

STAUB BROTHERS, LLC

**BUSINESS ACTIVITY**

REAL ESTATE RENTAL

**MAILING ADDRESS**

1301 ESPLANADE AVE  
KLAMATH FALLS OR 97601 USA

**TYPE**

DOMESTIC LIMITED LIABILITY COMPANY

**PRIMARY PLACE OF BUSINESS**

1301 ESPLANADE AVE  
KLAMATH FALLS OR 97601 USA

**JURISDICTION**

OREGON

**REGISTERED AGENT**

DAVID E STAUB

1301 ESPLANADE AVE  
KLAMATH FALLS OR 97601 USA

If the Registered Agent has changed, the new agent has consented to the appointment.

**MEMBER**

BRAD STAUB

1301 ESPLANADE AVE  
KLAMATH FALLS OR 97601 USA

**MEMBER**

DAVID STAUB

1301 ESPLANADE AVE  
KLAMATH FALLS OR 97601 USA



Corporation Division  
[www.filinginoregon.com](http://www.filinginoregon.com)

OREGON SECRETARY OF STATE

I declare, under penalty of perjury, that this document does not fraudulently conceal, fraudulently obscure, fraudulently alter or otherwise misrepresent the identity of the person or any officers, managers, members or agents of the limited liability company on behalf of which the person signs. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

By typing my name in the electronic signature field, I am agreeing to conduct business electronically with the State of Oregon. I understand that transactions and/or signatures in records may not be denied legal effect solely because they are conducted, executed, or prepared in electronic form and that if a law requires a record or signature to be in writing, an electronic record or signature satisfies that requirement.

**ELECTRONIC SIGNATURE**

**NAME**

DAVID E STAUB

**TITLE**

MEMBER

**DATE SIGNED**

01-14-2020

RECEIVED  
JAN 25 2021  
WATER RESOURCES  
WESTERN REGION

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
**APPLICATION FOR PERMIT**  
To appropriate the public waters of the State of Idaho

Ident. No. \_\_\_\_\_

1. Name of applicant(s) STAUB BROS LLC / ED STAUB & SONS Phone 541-887-8900  
 Mailing address 1301 ESPLANADE AVE City KLAMATH FALLS  
 State OR ZIP 97601 Email bvad.staub@edstaub.com  
 Name connector (check one):  and  or  and/or
2. Name of representative, if any Lou Milani Phone 541-238-4084  
 Mailing address 1301 Esplanade Ave City KLAMATH FALLS  
 State OR ZIP 97601 Email lou.milani@edstaub.com
- a.  Send all correspondence for this application to the representative and not to the applicant OR  
 Send original correspondence to the applicant and copies to the representative.
- b.  The representative may submit information for the applicant but is not authorized to sign for the applicant OR  
 The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation.
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<u>6N</u>	<u>2W</u>	<u>13</u>		<u>NW</u>	<u>NW</u>		<u>GEM</u>	<u>GROUND WATER</u>	

5. Water will be used for the following purposes:  
 Amount 1.33 cfs for FIRE EXTINGUISHING purposes from 1-1 to 12-31 (both dates inclusive)  
 (cfs or acre-feet per year)
- Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ (both dates inclusive)  
 (cfs or acre-feet per year)
- Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ (both dates inclusive)  
 (cfs or acre-feet per year)
- Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ (both dates inclusive)  
 (cfs or acre-feet per year)
6. Total quantity to be appropriated is (a) 1.33 cubic feet per second (cfs) and/or (b) \_\_\_\_\_ acre-feet per year (af).
7. Proposed diverting works:
- a. Describe type and size of devices used to divert water from the source. PUMP - RATED @ 400 GPM @ 100 PSI; AURORA - MODEL 10FEM - 7 STAGE CCVT FIRE PUMP W/ 60HP, 770 RPM 3/60/2030 MOTOR
- b. Height of storage dam \_\_\_\_\_ feet; active reservoir capacity \_\_\_\_\_ acre-feet; total reservoir capacity \_\_\_\_\_ acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 12. For dams 10 feet or more in height AND having a storage capacity of 50 acre-feet or more, submit a separate Application for Construction or Enlargement of a New or Existing Dam. Application required?  Yes  No
- c. Proposed well diameter is 14 inches; proposed depth of well is 100 feet.
- d. Is ground water with a temperature of greater than 85°F being sought?  Yes  No
- e. If well is already drilled, when? \_\_\_\_\_; drilling firm \_\_\_\_\_; well was drilled for (well owner) \_\_\_\_\_; Drilling Permit No. \_\_\_\_\_

For Department Use

Received by LE Date 1/25/2021 Time 11:00AM Preliminary check by \_\_\_\_\_  
 Fee \$ 290.00 Received by LE Receipt No. W049043 Date 01/25/21

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; must complete and attach the Municipal Water Right Application Checklist.
  - d. Domestic; show number of households \_\_\_\_\_
  - e. Other; describe fully. Emergency Fire Extinguishing

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	NE				NW				SW				SE				TOTALS	
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
6N	2W	13						1/4												

Total number of acres to be irrigated: 0

10. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping? NO

11. a. Who owns the property at the point of diversion? STAUB BROS. LLC  
 b. Who owns the land to be irrigated or place of use? STAUB BROS LLC  
 c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: \_\_\_\_\_

12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. Installation of an emergency fire suppression system - Hopefully system / pump will never be used. Well & Pump are for emergency only & to satisfy the requirements of state & local fire depts.

13. Time required for completion of works and application of water to proposed beneficial use is 5 years (minimum 1 year).

14. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8 1/2" x 11" map or maps clearly identifying the proposed point of diversion, place of use, section #, township & range. The map scale shall not be less than two (2) inches equal to one (1) mile.

The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

[Signature]  
 Signature of Applicant  
LOW MILANI - EGS CONSTRUCTION  
 Print Name (and title, if applicable) CO-ORDINATOR

\_\_\_\_\_  
 Signature of Applicant  
 \_\_\_\_\_  
 Print Name (and title, if applicable)



State of Idaho

DEPARTMENT OF WATER RESOURCES

WESTERN Region • 2735 W AIRPORT WAY • BOISE, ID 83705-5082

Phone: (208)334-2190 • Fax: (208)334-2348 • Website: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

Brad Little  
Governor

Gary Spackman  
Director

February 25, 2021

STAUB BROTHERS LLC  
1301 ESPLANADE AVE  
KLAMATH FALLS, OR 97601-5902

**RE: Application for Permit No. 65-24012**

Dear Applicant(s):

The Department of Water Resources has received your water right application. Please refer to the number referenced above in all future correspondence regarding this application.

A legal notice of the application has been prepared and is scheduled for publication in the MESSENGER INDEX on 3/3/2021 and 3/10/2021. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the permit.

Please contact this office if you have any questions regarding the application.

Sincerely,

A handwritten signature in blue ink that reads "Denise Lauerman".

Denise Lauerman  
Administrative Assistant

CC:  
LOU MILANI  
1301 ESPLANADE AVE  
KLAMATH FALLS, OR 97601-5902

## Lauerman, Denise

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**From:** Lauerman, Denise  
**Sent:** Thursday, February 25, 2021 4:09 PM  
**To:** Legal Clerk  
**Subject:** GEM COUNTY Legal Notice - Application for Permit No. 65-24012  
**Attachments:** Legal Notice Gem County.docx; Cover Letter Gem County.docx

Good afternoon,

Please see the attached ad for publication on 03/03/2021 and 03/10/2021.

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 3/22/2021. Your cooperation is appreciated.

Please **confirm this is okay to publish as shown and send confirmation and all other correspondence to this email.**

Thanks much!  
Denise

**Denise Lauerman** | *Administrative Assistant*  
IDWR-Western Region  
2735 W Airport Way, Boise ID 83705  
(208).334.2190 | [denise.lauerman@idwr.idaho.gov](mailto:denise.lauerman@idwr.idaho.gov)



State of Idaho

**DEPARTMENT OF WATER RESOURCES**

WESTERN Region • 2735 W AIRPORT WAY • BOISE, ID 83705-5082

Phone: (208)334-2190 • Fax: (208)334-2348 • Website: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

Brad Little  
Governor

Gary Spackman  
Director

February 25, 2021

LEGAL NOTICE DEPARTMENT  
MESSENGER INDEX  
PO BOX 577  
EMMETT, ID 83617

**RE: Application for Permit No. 65-24012**

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 3/22/2021. Your cooperation is appreciated.

Sincerely,

Denise Lauerman  
Administrative Assistant

Enclosure(s)

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

**65-24012**

STAUB BROTHERS LLC

1301 ESPLANADE AVE

KLAMATH FALLS, OR 97601-5902

Point of Diversion NWNW S13 T06N R02W GEM County Source GROUND WATER

Use: FIRE PROTECTION 01/01 to 12/31 1.33 CFS

Total Diversion: 1.33 CFS

Date Filed: 02-01-2021

Place Of Use: FIRE PROTECTION

T6N R02W S13 NWNW

Permits will be subject to all prior water rights. For additional information concerning the property location, contact the Western office at (208)334-2190; or for a full description of the right(s), please see <https://idwr.idaho.gov/apps/ExtSearch/WRAApplicationResults/>. Protests may be submitted based on the criteria of Idaho Code § 42-203A. Any protest against the approval of this application must be filed with the Director, Dept. of Water Resources, Western Region, 2735 W AIRPORT WAY, BOISE ID 83705-5082 together with a protest fee of \$25.00 for each application on or before 3/22/2021. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 3/3/2021 and 3/10/2021

## Shearer, Justin

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**From:** Shearer, Justin  
**Sent:** Wednesday, January 27, 2021 2:11 PM  
**To:** 'Lou Milani'  
**Cc:** brad.staub@edstaub.com  
**Subject:** RE: Application for Permit to Appropriate Water

Thanks Lou,

You can scan and resend via email as well if that simplifies the process for you.

Cheers,

Justin Shearer  
Water Resource Agent, Sr.  
(208)-334-2190

Justin

**From:** Lou Milani [mailto:[lou.milani@edstaub.com](mailto:lou.milani@edstaub.com)]  
**Sent:** Tuesday, January 26, 2021 4:49 PM  
**To:** Shearer, Justin <[Justin.Shearer@idwr.idaho.gov](mailto:Justin.Shearer@idwr.idaho.gov)>  
**Cc:** brad.staub@edstaub.com  
**Subject:** Re: Application for Permit to Appropriate Water

Hello, Justin,  
Thank you for pointing out what we need to correct. We will have the corrected app/map to you very shortly.  
Lou

**Lou Milani**  
[lou.milani@edstaub.com](mailto:lou.milani@edstaub.com)  
541-238-4084  
Construction Coordinator



On Tue, Jan 26, 2021 at 3:31 PM Shearer, Justin <[Justin.Shearer@idwr.idaho.gov](mailto:Justin.Shearer@idwr.idaho.gov)> wrote:

Good afternoon,

The department recently received your application for permit (attached) to appropriate ground water for fire protection purposes. In order to consider the application complete and accurate for processing there are a couple of issues that need to be addressed.

Firstly, Staub Bros and Sons LLC is not a recognized entity within ID Secretary of State's records. Second, Ed Staub and Sons is a registered business entity and the annual report lists the registered agent on record as Rod Taylor. I see on the application that it was signed by Lou Milani however, only authorized agents may sign on behalf of the company when submitting applications. Thus, the application needs to be signed by either Rod Taylor (Registered Agent) or Brad Staub (President) on behalf of Ed Staub & Sons Petroleum, Inc. Because Staub Bros and Sons LLC is not a registered entity with the state of Idaho, documentation proving that the signatory is authorized to sign on behalf...etc. Please address this issue and provide said documentation proving authority to sign.

Lastly, the map provided with the application is insufficient as it does not clearly identify the proposed point of diversion, place of use, section #, township & range. Please provide a map that adequately provides said information.

Please resend your application with the necessary amendments and information within fourteen (14) days to allow for the processing of your application. Feel free to contact me with any questions or concerns you may have in regards to this matter.

Thanks,

Justin Shearer

Water Resource Agent, Sr.

(208)-334-2190



RECEIVED

JAN 25 2021

WATER RESOURCES  
WESTERN REGION

1301 Esplanade Ave.  
Klamath Falls, OR. 97601  
(800) 200 - 3835

# Well Permit Application

1870 W. Hwy 52, Emmett, Id. 83617

January 18, 2021

Application for well permit

Hello,

We have attached our permit for installation of a well on our property, located at 1870 W. Hwy 52 in Emmett, Id. 83617

The purpose of the well is for emergency use only for a fire prevention system located in a newly constructed building. This is at the request of the State Fire Marshal, and local fire district. Hopefully, this will never be used. State Fire is our vendor who will be supplying the fire prevention system, and we have asked Gem Pump to install the well.

It is our hope that this application is approved expeditiously. If there are any questions about the information provided, please contact me at any time.

Thank you,

Lou Milani

[lou.milani@edstaub.com](mailto:lou.milani@edstaub.com) 541-238-4084 Construction Coordinator

