

RECEIVED

FORM 12-1 (Rev. 10/07/16)

AUG 03 2020

STATE OF IDAHO

Ident. No. _____

DEPARTMENT OF WATER RESOURCES

JUL 27 2020

NOTIFICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

IDWR/NORTH

- Name of applicant(s) Dellago, LLC Phone 909-709-3479
 Mailing address 1327 W Superior Street, Ste 101 City Sandpoint
 State ID _____ ZIP 83864 Email ialyce@gmail.com
 Name connector (check one): ☐ and ☐ or ☐ and ☐
- Name of representative, if any Alyce Ispirescu Phone 909-709-3479
 Mailing address 1327 W Superior Street, Ste 101 City _____
 State ID _____ ZIP 83864 Email ialyce@gmail.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.
- Source of water supply Pend Oreille River which is a tributary of Columbia River
- Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
56N	03W	20	1	NE	NE		Bonner	Pend Oreille Riv	
56N	03W	21		NW	NW		Bonner	Pend Oreille River	

- Water will be used for the following purposes:
 Amount 0.04 cfs for Domestic purposes from 4/1 to 10/31 (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)
- Total quantity to be appropriated is (a) 0.04 cubic feet per second (cfs) and/or (b) _____ acre-feet per year (af).
- Proposed diverting works
 - Describe type and size of devices used to divert water from the source submersed pump in river diverting water to irrigate yard
 - Height of storage dam N/A feet; active reservoir capacity N/A acre-feet; total reservoir capacity N/A 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
 - Proposed well diameter is N/A inches; proposed depth of well is N/A feet.
 - Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☒ No
 - If well is already drilled, when? _____ drilling firm _____
 well was drilled for (well owner) _____ Drilling Permit No. _____

For Department Use

Received by 2500 Date _____ Time _____ Preliminary check by _____
 Fee \$ 2500 Receipt by NS Receipt No. N036292 Date 7/27/2020

8. 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; must complete and attach the Municipal Water Right Application Checklist.
 - Domestic; show number of households _____
 - Other; describe fully. Domestic external use, up to 0.5 acres
9. Description of place of use:
- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
 - 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	
56N	03W	20	D																
56N	03W	20	GL1																

Total number of acres to be irrigated: _____

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? Domestic external use to irrigate up to 1/2 acre. WR 96-2200, for irrigation 40 acre tract in same POU as applicant, from same source, but not related to applicants property
11. a. Who owns the property at the point of diversion? Dellago, LLC
b. Who owns the land to be irrigated or place of use? Dellago, 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. Applicant plans to divert water from Pend Oreille River by submersible pump, in order to water lawn lawn and plants up to a 1/2 acre.
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 of Applicant
J. Sorin Ispirescu, Member
Print Name (and title, if applicable)

Signature of Applicant

Print Name (and title, if applicable)

Instrument # 961046
Bonner County, Sandpoint, Idaho
07/17/2020 11:09:02 AM No. of Pages: 2
Recorded for: TITLEONE
Michael W. Rosedale Fee: \$15.00
Ex-Officio Recorder Deputy mlaherty
Index to: WARRANTY DEED



Order Number: 20364644

Warranty Deed

For value received,

Chatham, LLC, a Utah limited liability company

the grantor, does hereby grant, bargain, sell, and convey unto

Dellago, LLC, an Idaho limited liability company

whose current address is 1327 Superior Street #101 Sandpoint, ID 83864

the grantee, the following described premises, in Bonner County, Idaho, to wit:

Lot 9 of West Shore, according to the plat thereof, recorded in Book 8 of Plats, Page 58, as Instrument No. 708982, and amended by Affidavit of Scriveners Error recorded August 28, 2006 as Instrument No. 711656 and recorded October 25, 2007 as Instrument No. 739789 records of Bonner County, Idaho.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Remainder of page intentionally left blank.

Dated: July ¹⁵~~14~~, 2020

Chatham, LLC

BY: Andrew D. James
Andrew D. James, Manager



State of Utah County of Utah ss.

On this 15 day of July 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew D. James, known or identified to me to be a Manager of the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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

Michele Hillman Rowell
Notary Public for Idaho
Residing In: 13079 S. Roylance Dr., Draper, UT 84020
My Commission Expires: 11/22/2023



**OPERATING AGREEMENT
OF
DELLAGO, LLC**

OPERATING AGREEMENT

OF

DELLAGO, LLC

This Operating Agreement ("Agreement") of Dellago, LLC ("Company") is declared and entered into by Jeffrey S. Ispirescu and Alyce B. Ispirescu, husband and wife, as the members ("Members") and those persons or entities that become parties to this Agreement and are admitted as additional or substitute members as provided herein.

1. **Organization.** The Company was organized as an Idaho limited liability company under the Idaho Uniform Limited Liability Company Act ("Act"). Except as otherwise provided, the Company and the Members agree to be governed by the Act. If any provision conflicts with a default rule of the Act, the provision controls and the default rule of the Act is modified or negated accordingly. If it is necessary to construe a default rule of the Act as modified or negated to effectuate any provision, the default rule of the Act is modified or negated accordingly.

2. **Effective Date.** The "Effective Date" of this Agreement shall be the date the Certificate of Organization was filed with the Idaho Secretary of State.

3. **Purposes and Powers.** The purposes of the Company shall be to carry on any lawful business or activity that limited liability companies may carry on under the Act. The Company shall possess and exercise all powers and privileges granted by the Act, any other law, and this Agreement, and to enter into any and all lawful transactions and engage in any and all lawful activities necessary or incidental to, or in furtherance of, the foregoing. The Company shall have the power to do any and all acts and things necessary, appropriate, advisable and/or convenient for the furtherance and accomplishment of the purposes of the Company.

4. **Principal Place of Business/Qualification.** The Company's principal place of business shall be at such location or locations as the Members may determine from time to time. The Members shall have power and authority, and are authorized and empowered, to cause the Company to be qualified, formed, or registered under assumed or fictitious name statutes and similar laws in any jurisdiction in which the Company transacts business. The Members have all power and authority, and are authorized and empowered, to execute, deliver, and file any certificates (including any amendments and/or restatements) for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct its business.

5. **Members.** The Members of the Company are Jeffrey S. Ispirescu and Alyce B. Ispirescu, husband and wife.

6. **Management.** The business and affairs of the Company shall be managed solely and exclusively by, and management of the Company shall be vested solely and exclusively in the Members; provided, however, that the Members shall have power and authority, and are authorized and empowered, to appoint one or more officers of the Company, who shall have such titles, and who shall have and may exercise and perform such rights, duties, powers, authority, and authorization as the Members may provide, and to delegate to one or more of such officers or other persons the Members' rights and powers to manage and control the business and affairs of the Company, including to delegate to agents and employees of the Members or the Company and to

delegate by a management agreement or other agreement with, or otherwise to, other persons or entities. The Members, the officers of the Company, and any proper delegatee of the Members and/or the Company, shall have power and authority, and each is authorized and empowered, in the name and for the Company, to do or cause to be done any and all acts and things as may be necessary, appropriate, proper, advisable, incidental, or convenient to or for the management of the Company, including to negotiate, execute, acknowledge, certify, seal, deliver, file, record, and/or perform any certificates, notices, deeds, instruments, contracts, and documents as required or as the Members, the officers of the Company, and any proper delegatee may deem necessary, appropriate, proper, advisable, or convenient, such necessity, appropriateness, propriety, advisability, incidence, convenience, or requirement, and such determination, to be conclusively, but not exclusively, evidenced by the doing, causing to be done, negotiation, execution, acknowledgment, certification, sealing, delivery, filing, recording, and/or performance by the Members or any such officer or proper delegatee, and that any act done or caused to be done prior to the effectiveness of this Agreement by the Members or any such officer or proper delegatee, consistent with and in connection with the foregoing be, and is, ratified, adopted, authorized, approved, and confirmed.

7. **Governor.** The Members are authorized to appoint one or more persons with the title of "Governor" for Idaho law. The person appointed Governor shall not be a member and shall have no rights, including governance, in the Company or over the Company's property. The Company shall indemnify and hold harmless the person appointed as Governor from any liability from being appointed Governor of the Company and for all acts taken under this appointment.

8. **Term.** The existence of the Company shall commence at the Effective Date and shall continue until filing a Statement of Dissolution following dissolution and winding up of the Company in accordance with this Agreement.

9. **Capital Contributions; Percentage Interests.**

- (a) The Members have contributed cash or other property to the Company.
- (b) Except as agreed in writing by the Members, no member of the Company is required or permitted to make any capital contribution to the Company besides the capital contribution in clause (a) of this Section.
- (c) The percentage interests of the Members for all allocations of income, gain, loss and deduction, distributions of cash and other property is on Schedule A to this Agreement.
- (d) Upon the admission of any other individual or entity as a member of the Company under this Agreement, Schedule A and this Agreement shall be amended to reflect the extent that such member shall have the right to receive allocations of profit or loss or distributions of cash or other property.

10. **Allocations/Distributions.** The Company's profits and losses shall be allocated to the Members in accordance with the percentage interests of the Members. When it is determined by the Members, in their sole discretion, the Company shall distribute to the Members, to the extent permitted by the Act, any cash held by the Company in such amounts as determined in the sole discretion of the Members.

11. **Events of Dissolution.** The Company shall be dissolved and its affairs shall be wound up only in accordance with the Act.

12. **Additional Members/Transfer of Members' Interest.** No additional or substitute member(s) of the Company shall be admitted without an amendment to this Agreement, in writing, duly executed by the Members and such additional or substitute member(s), which amendment include reflecting the admission as members of such additional or substitute member(s) and providing for their relative rights and interests in the Company. Such amendment shall thereupon be filed with the books and records of the Company. Besides any other requirements for the transfer (e.g., endorsement and delivery of any certificate representing the same), the Members' interests shall not be transferable, in whole or in part, except upon both registration of any such transfer on the books and records of the Company and admission of such transferee as a member of the Company under this Section 12. Notwithstanding the foregoing, the Members' personal representative may be admitted as a member of the Company.

13. **Indemnification.** To the maximum extent permitted under the Act and any other applicable law, the Company shall defend, indemnify, and hold harmless the Members from and against any and all liabilities, costs (including attorneys' fees and other legal expenses), damages, actions, proceedings, claims, and demands arising out of or related to the Members' involvement with the Company or the Company's business or affairs. Any officer or proper delegee appointed by the Members may be indemnified but only to the extent in the document appointing such officer or delegee. This Section shall survive any termination or amendment of this Agreement and shall be binding upon the Company notwithstanding the withdrawal of the Members and/or the admission of any additional or substitute members, or the transfer of any interest.

14. **No Duties.** The Members shall have no duties (fiduciary or otherwise) to the Company, any current or future member(s) or any other person or entity by virtue of this Agreement or such Members' relationship to the Company. To the maximum extent permitted under the Act, the duties and liabilities of the Members shall be restricted (or eliminated) by this Agreement. All duties (fiduciary or otherwise) shall apply to any officer or proper delegee appointed by the Members unless otherwise limited or restricted by the document appointing such officer or delegee.

15. **Creditors of Members.** To the fullest extent permitted by law, no creditor of any member (including any judgment creditor who obtains a charging order regarding such member's interest) shall, without the prior written consent of the Members, be entitled to share in any profits or losses, receive any distribution or distributions, receive any allocation of income, gain, loss, deduction or credit or similar item or acquire, possess or exercise any right to participate in the management of the business and affairs of the Company to which such member was, is, or will be entitled under the Act, this Agreement or otherwise. No creditor who obtains any interest in or rights regarding all or any portion of the interest of a member shall be admitted as member of the Company, or have or acquire any rights of a member (including any right to participate in the

management of the business and affairs of the Company), unless such creditor is admitted as a substitute member in accordance with this Agreement.

16. Liability of Members. The debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and no member, officer, or delegee shall be obligated personally for any such debt, obligation, or liability of the Company solely by being a member or officer of the Company or a proper delegee of the Members.

17. Tax Classification. The Members intend (1) the Company not be treated as an association or corporation for income tax purposes; (2) the Company be disregarded for federal and state income tax purposes; and (3) the income, gain, loss, and deductions of the Company be treated as the income, gain, loss, and deduction of the Members as provided in Treas. Reg. § 301.7701-2(c)(2).

18. Governing Law. This Agreement and the rights of the parties hereunder shall be governed by and interpreted under Idaho law, and all rights and remedies shall be governed by such laws without regard to principles of conflicts of laws.

19. Counterparts. This Agreement may be executed in any number of counterparts. Each counterpart shall be deemed an original instrument and all counterparts, taken together, shall constitute one agreement.

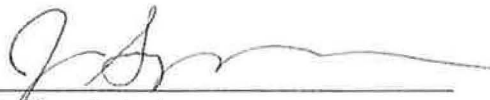
20. Amendments. This Agreement may not be amended, supplemented, or superseded without the express written consent of the Members.

21. Consents. Any action that may be taken by the Members or by the members at a meeting may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by or for the Members or members holding sufficient limited liability company interests to authorize or approve such action at such meeting.

22. Interpretation. All pronouns and any variation shall be deemed to refer to the masculine, feminine, neuter, singular and/or plural as the context or identity of the person or entity may require. The word "including" shall mean "including without limitation."

23. Headings. The headings are included for convenience only and shall not be deemed a part of this Agreement


MEMBERS



Jeffrey S. Ispirescu

7/15/20

Date



Alyce B. Ispirescu

7/15/20

Date

SCHEDULE A

Member Name and Address	Capital Contribution	Percentage Interest
Jeffrey S. Ispirescu and Alyce B. Ispirescu, husband and wife	\$10.00	100%

I:\SPODOCS\39205\00007\CORP\01932300.DOCX

RECEIVED

JUL 27 2020

IDWR/NORTH

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

Ident. No.

84254
96-9817

1. Name of applicant(s) Dellago, LLC Phone 909-709-3479
Name connector (check one): ☐ and ☐ or ☐ and/or
 Mailing address 1327 W Superior Street, Ste 101 City Sandpoint
 State ID _____ ZIP 83864 Email ialyce@gmail.com
2. Name of representative, if any Alyce Ispirescu Phone 909-709-3479
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- a. ☐ Send all correspondence for this application to the representative and not to the applicant OR
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4. Location of point(s) of diversion:

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5. Water will be used for the following purposes:
- Amount 0.04 cfs for Domestic purposes from 4/1 to 10/31 (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)
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6. Total quantity to be appropriated is (a) 0.04 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. submersed pump in river diverting water to irrigate yard
- b. Height of storage dam N/A feet; active reservoir capacity N/A acre-feet; total reservoir capacity N/A 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
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 well was drilled for (well owner) _____; Drilling Permit No. _____

For Department Use

Received by _____ Date _____ Time _____ Preliminary check by _____
 Fee \$ 250.00 Received by NS Receipt No. N036292 Date 7/27/2020


8. Description of proposed uses (if irrigation only, go to item 9):
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Total number of acres to be irrigated: _____

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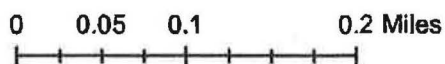
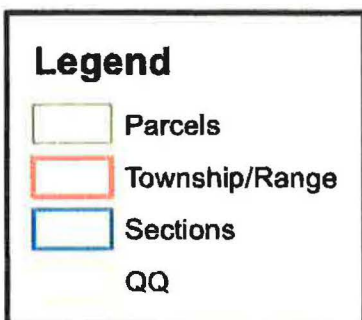
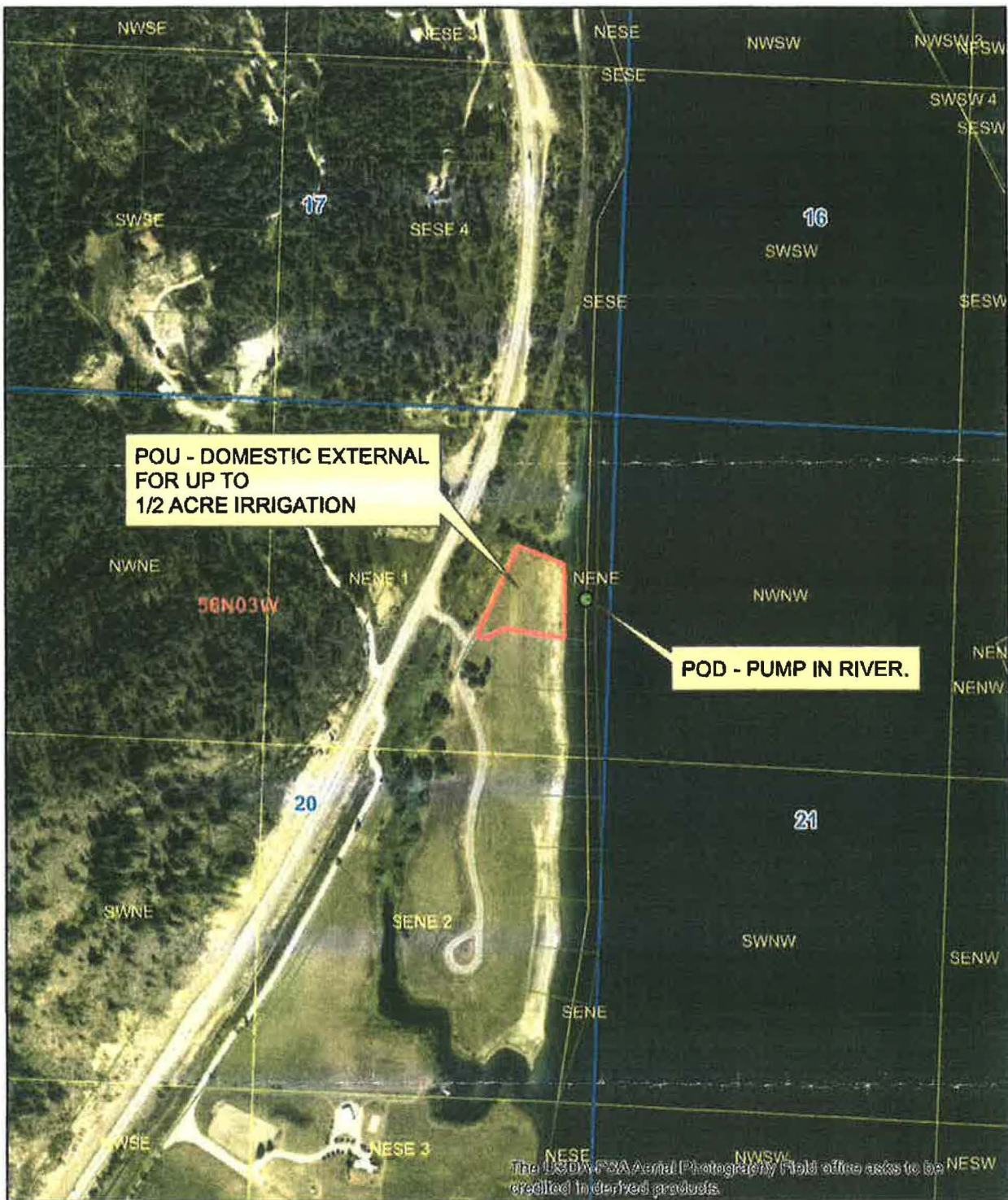
The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.


Signature of Applicant

Signature of Applicant

Print Name (and title, if applicable)

Print Name (and title, if applicable)



Instrument # 961046
Bonner County, Sandpoint, Idaho
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Michael W. Rosedale Fee: \$15.00
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whose current address is 1327 Superior Street #101 Sandpoint, ID 83864

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Remainder of page intentionally left blank.

Dated: July ¹⁵~~14~~, 2020

Chatham, LLC

BY: Andrew D. James
Andrew D. James, ManagerState of Utah, County of Utah, ss.

On this 15 day of July 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew D. James, known or identified to me to be a Manager of the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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

Michele Hillman Rowell
Notary Public for IdahoResiding In: 13079 S. Roylance Dr., Draper, UT 84020
My Commission Expires: 11/22/2023



State of Idaho

DEPARTMENT OF WATER RESOURCES

NORTHERN Region • 7600 N MINERAL DR STE 100 • COEUR D ALENE, ID 83815-7763
Phone: (208)762-2800 • Fax: (208)769-2819 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

August 11, 2020

DELLAGO, LLC
1327 W SUPERIOR ST STE 101
SANDPOINT, ID 83864-2742

RE: Application for Permit No. 96-9817

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 BONNER COUNTY DAILY BEE, PRIEST RIVER VERSION on 8/19/2020 and 8/26/2020. 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,

Tammy Alleman
Administrative Assistant

CC:
ALYCE ISPIRESCU
1327 W SUPERIOR ST STE 101
SANDPOINT, ID 83864-2742

Alleman, Tammy

From: Alleman, Tammy
Sent: Tuesday, August 11, 2020 11:25 AM
To: 'Mike Ahmer'; 'Amidy Fuson'; 'Horsmon, Merritt'; 'Chantilly.Higbee@deq.idaho.gov'; 'Anna.Moody@deq.idaho.gov'
Subject: Request for Comments on WR#96-9817

Dear Interested Agencies:

The Department of Water Resources is seeking written comment and/or recommendations from your agency regarding the above referenced Water Right applications. You can find copies of the applications at: <http://www.idwr.idaho.gov/apps/ExtSearch/WRAJSearch/WRADJSearch.aspx>.

This office can publish notice of the application as soon as the initial review is completed; therefore, your prompt response to this request is appreciated. If your agency desires to formally protest the approval of the application(s), you may do so after the notice is published by filing a written protest along with a \$25.00 filing fee within 10 days after final publication. The deadline for comments on the applications is September 8, 2020.

Please contact the Northern Region Office at (208) 762-2800 if you have any questions regarding the applications.

Thank you,

Tammy

*Tammy Alleman
Administrative Assistant
Idaho Department of Water Resources
7600 N Mineral Drive, Suite 100
Coeur d'Alene, ID 83815-7763
Phone: (208) 762-2800
Fax (208) 762-2819*

Alleman, Tammy

From: Alleman, Tammy
Sent: Tuesday, August 11, 2020 9:58 AM
To: 'bcdblegals@cdapress.com'
Subject: Legal Notice
Attachments: Legal Notice for 96-9817, 96-9818, 97-7577, & 97-7579.docx

Please publish the enclosed legal notice in the **Bonner County Daily Bee, Priest River Version** on the dates indicated **August 19th & August 26th, 2020** (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately. Please send a proof once you have the article ready for print for our review.

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 **September 8, 2020**. Your cooperation is appreciated.

Thank you,

Tammy

*Tammy Alleman
Administrative Assistant
Idaho Department of Water Resources
7600 N Mineral Drive, Suite 100
Coeur d'Alene, ID 83815-7763
Phone: (208) 762-2800
Fax (208) 762-2819*

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

96-9817

DELLAGO, LLC
1327 W SUPERIOR ST STE 101
SANDPOINT, ID 83864-2742
Point of Diversion L1(NENE)
S20 T56N R03W
BONNER County
Source PEND OREILLE RIVER
Tributary COLUMBIA RIVER
Use: DOMESTIC
04/01 to 10/31
Total Diversion: 0.04 CFS
Date Filed: 08-03-2020
Place Of Use: DOMESTIC
T56N R03W S20
L1(NENE)

96-9818

HEMKEN TRUST
4419 S PINEGROVE LN
SPOKANE, WA 99223-5059
Point of Diversion L1(SWSW)
S36 T56N R04W
BONNER County
Source PEND OREILLE RIVER
Tributary COLUMBIA RIVER
Use: DOMESTIC
04/01 to 10/31
Total Diversion: 0.04 CFS
Date Filed: 08-07-2020
Place Of Use: DOMESTIC
T56N R04W S36
L1(SWSW)

97-7577

JASEN N HARADA
SHANNON N HARADA
25963 SE 39TH PL
ISSAQUAH, WA 98029-7768
ANDREW FONTAINE
ANGELA FONTAINE
2118 S MEADOWVIEW RD
GREENACRES, WA 99016-8829
ERIC WODELMAN
NICOL WODELMAN
19303 E INDIANA AVE
SPOKANE VLY, WA 99016-8574
Point of Diversion SWNW
S15 T59N R04W
BONNER County
Source GROUND WATER
Use: DOMESTIC
01/01 to 12/31 0.08 CFS
Use: IRRIGATION
04/01 to 10/31 0.06 CFS
Total Diversion: 0.14 CFS
Date Filed: 08-04-2020
Place Of Use: DOMESTIC, IRRIGATION
T59N R04W S15 SWNW

97-7579

LOEL FENWICK
100 WATERBIRD LNDG
COOLIN, ID 83821-9796
Point of Diversion NESE
S27 T60N R04W
BONNER County
Source GROUND WATER
Point of Diversion L4(ENE)

S27 T60N R04W
BONNER County
Source GROUND WATER
Point of Diversion NESE
S27 T60N R04W
BONNER County
Source GROUND WATER
Use: IRRIGATION
04/01 to 10/31 0.13 CFS
Use: DIVERSION TO STORAGE
01/01 to 10/31 0.13 CFS
Use: DOMESTIC STORAGE
01/01 to 12/31 2.4 AF
Use: DOMESTIC FROM STORAGE
01/01 to 12/31 2 AF
Use: DOMESTIC
01/01 to 12/31 0.09 CFS
Use: IRRIGATION FROM STORAGE
04/01 to 10/31 14 AF
Use: IRRIGATION STORAGE
01/01 to 12/31 14 AF
Total Diversion: 0.13 CFS, 16.4 AF
Date Filed: 08-03-2020
Place Of Use: DOMESTIC
T60N R04W S27
L1(NWNE),L4(ENE)
Place Of Use: IRRIGATION
T60N R04W S27
NWNE,SWNE,ENE
Total Acres: 7

Permits will be subject to all prior water rights. For additional information concerning the property location, contact the Northern office at (208)762-2800; 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, Northern Region, 7600 N MINERAL DR STE 100, COEUR D ALENE ID 83815-7763 together with a protest fee of \$25.00 for each application on or before 9/8/2020. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 8/19/2020 and 8/26/2020

Alleman, Tammy

From: Alleman, Tammy
Sent: Monday, August 3, 2020 2:05 PM
To: Marston, Sascha
Cc: IdwrPayable
Subject: Refund Request

Dellago LLC filed an Application for Permit and paid \$250.00 on Receipt #N036292. They overpaid, as the Application for Permit fees are \$100.00. Please issue a refund of \$150.00 to Alyce Ispirescu, the representative that paid the fees initially. Please send the refund to:

ALYCE ISPIRESCU
DELLAGO LLC
1327 W SUPERIOR STREET, STE 101
SANDPOINT, ID 83864

Thank you,

Tammy

Bates, Luke

From: Alyce <ialyce@gmail.com>
Sent: Monday, July 27, 2020 3:06 PM
To: Bates, Luke
Cc: Audra Botkin
Subject: Re: IDWR application for water permit

Hi Luke,

Thank you so much for reaching out. Yes, I am confirming that the location of the diversion is the NENE Government Lot 1.

Also, thank you for the refund as well.

Alyce

On Mon, Jul 27, 2020 at 2:33 PM Bates, Luke <Luke.Bates@idwr.idaho.gov> wrote:

Good afternoon Alyce Ispirescu,

Following up a phone conversation from this afternoon regarding a water permit for Dellago, LLC, I've attached a copy of the application for reference. I am seeking clarification on the step No. 4, Location of Point(s) of diversion.

The map shows 1 point, and there are two separate Points of Diversion annotated in step No. 4. I believe the intent was to have one, after selecting which side of the section line the point would fall upon. The shore line is in NENE Government Lot 1, which is likely the location being applied for.

Please respond via email to validate the intent and I will move toward processing the application.

On a separate note, IDWR will be initiating a refund of \$150.00, which is the difference between the \$100.00 fee and the \$250.00 amount submitted with application.

Thank you,

Luke Bates

Water Resource Agent