

82785

STATE OF IDAHO

Ident. No. 95-17673

OCT 23 2018

DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

IDWR / NORTH

1. Name of applicant(s) DENNIS P. & LINDA L. REIERSON Phone 509-291-3201
 Mailing address P.O. BOX 277 City ROCKFORD
 State WA ZIP 99030 Email DNL.GRANDPARENTS@GMAIL.COM

2. Name of representative, if any _____ Phone _____
 Mailing address _____ City _____
 State _____ ZIP _____ Email _____

- 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 COEUR D'ALENE LAKE which is a tributary of SPOKANE RIVER

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>41N</u>	<u>04W</u>	<u>2</u>	<u>4</u>		<u>SE</u>	<u>SW</u>	<u>KOOTENAI</u>	<u>COEUR D'ALENE LAKE</u>	

5. Water will be used for the following purposes:

Amount .04 for DOMESTIC purposes from 01-01 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) .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. FOOT VALVE WITH WATER LINE TO PLACE OF USE. (HOLDING TANK THEN CARRY)
 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 _____ inches; proposed depth of well is _____ 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 JA Date 10-23-18 Time _____ Preliminary check by _____
 Fee \$ 10000 Received by JA Receipt No. N033848 Date 10-23-18

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 1
 - Other; describe fully. _____
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	
47N	04N	11					D												
						GL	Z												

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? _____
11. a. Who owns the property at the point of diversion? SEE ATTACHED TITLE POLICY
 b. Who owns the land to be irrigated or place of use? APPLICANTS
 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. APPLYING FOR WATER RIGHT TITIAN THAT CANNOT BE OBTAINED BY WATER ADJUDICATION
SEE EASEMENT 3 & 4 ON PAGE 2 OF TITLE POLICY
13. Time required for completion of works and application of water to proposed beneficial use is 1 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.

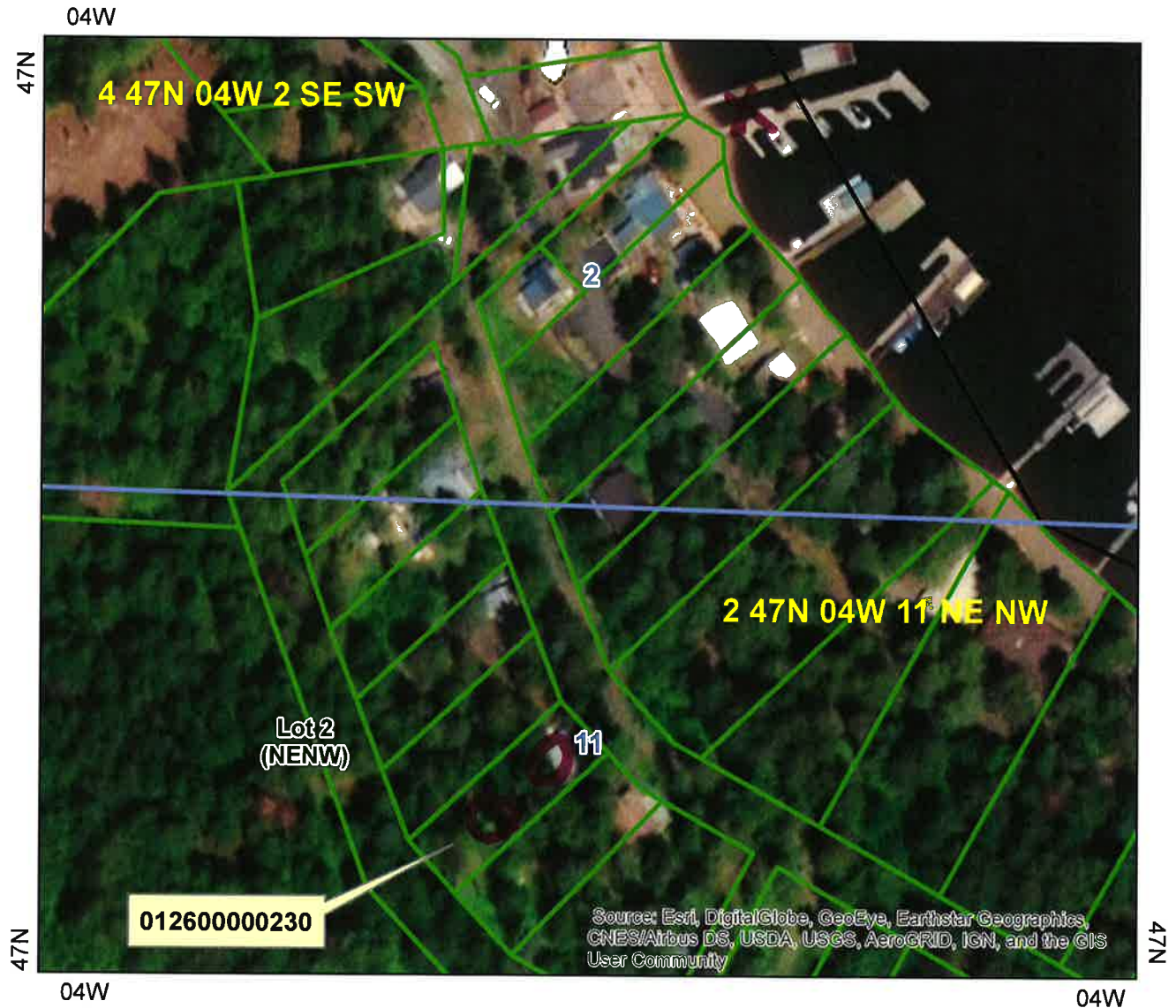
The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Dennis P. Rierson
 Signature of Applicant
DENNIS P. RIERSON
 Print Name (and title, if applicable)

 Signature of Applicant

 Print Name (and title, if applicable)

State of Idaho
Department of Water Resources
Application For Permit



0 0.015 0.03 0.06 Miles

-  PLS Sections
-  Taxlots

Tax parcel information provided by Kootenai County.

X POINT OF DIVERSION

O DOMESTIC PLACE OF USE





POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. any defect in or lien or encumbrance on such title;
3. lack of a right of access to and from the land; or
4. unmarketability of such title.

IN WITNESS WHEREOF, First American Title Insurance Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.



First American Title Insurance Company

BY  PRESIDENT

ATTEST  SECRETARY

FIRST AMERICAN TITLE CO. OF NORTHERN IDAHO
By:  Title Officer

SCHEDULE OF EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY:

1. ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING ORDINANCES) RESTRICTING OR REGULATING OR PROHIBITING THE OCCUPANCY, USE OR ENJOYMENT OF THE LAND, OR REGULATING THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND, OR PROHIBITING A SEPARATION IN OWNERSHIP OR A REDUCTION IN THE DIMENSIONS OR AREA OF THE LAND, OR THE EFFECT OF ANY VIOLATION OF ANY SUCH LAW, ORDINANCE OR GOVERNMENTAL REGULATION.
2. RIGHTS OF EMINENT DOMAIN OR GOVERNMENTAL RIGHTS OF POLICE POWER UNLESS NOTICE OF THE EXERCISE OF SUCH RIGHTS APPEARS IN THE PUBLIC RECORDS AT DATE OF POLICY.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS, OR OTHER MATTERS (a) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT; (b) NOT KNOWN TO THE COMPANY AND NOT SHOWN BY THE PUBLIC RECORDS BUT KNOWN TO THE INSURED CLAIMANT EITHER AT DATE OF POLICY OR AT THE DATE SUCH CLAIMANT ACQUIRED AN ESTATE OR INTEREST INSURED BY THIS POLICY AND NOT DISCLOSED IN WRITING BY THE INSURED CLAIMANT TO THE COMPANY PRIOR TO THE DATE SUCH INSURED CLAIMANT BECAME AN INSURED HEREUNDER; (c) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT; (d) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY; OR (e) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE ESTATE OR INTEREST INSURED BY THIS POLICY.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule C, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule C, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. DEFENSE AND PROSECUTION OF ACTIONS — NOTICE OF CLAIM TO BE GIVEN BY AN INSURED CLAIMANT

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an

insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

4. NOTICE OF LOSS — LIMITATION OF ACTION

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

6. DETERMINATION AND PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

(Continued on inside back cover)

SCHEDULE A

Total Fee for Title Search, Examination
and Title Insurance \$ 55.50

Amount of Insurance: \$ 6,000.00

Policy No. D 282498
Order No. 16936

Date of Policy: August 11, 1980 at 4:10 pm

1. Name of Insured:

DENNIS P. REIERSON AND LINDA L. REIERSON

2. The estate or interest referred to herein is at Date of Policy vested in:

DWYLA E. NELSEN, a widow

3. The estate or interest in the land described in Schedule C and which is covered by this policy is:

FEE SIMPLE

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

Part Two:

1. General taxes for the year 1980, a line not yet due or payable.
2. EASEMENT AND CONDITIONS CONTAINED THEREIN

Grantor:	Hume F. Cleland and Edith L. Cleland, his wife
Grantee:	The Washington Water Power Company
Location:	Lots 3 and 4 of Section 2, and the South half of the Northwest Quarter and lot 2, of Section 11, all in Township 47, North Range 4; W.B.M., in Kootenai County, Idaho
Purpose:	A perpetual right and easement to back and hold water upon and flood and overflow with water.
Dated:	May 25, 1912
Recorded:	June 5, 1912
Recording No.:	Book 45 of Deeds, on page 112

CONTINUED ON PAGE 2

Part two . . continued

Order No. 16936

3. EASEMENT RESERVED BY INSTRUMENT AND CONDITIONS CONTAINED THEREIN

In favor of:
For:

Leonard R. Nelsen and Dwyla E. Nelson,
(A) That all buildings erected on said premises shall be of neat and substantial architecture construction and finish, but this shall not apply to temporary buildings for use during a reasonable construction period.
(B) That no commercial enterprise shall ever be operated on said premises, but this shall not prevent the private renting of dwellings thereon.
(C) That said bathing beach and boat landing shall not be used for anchorage or service of house boats for human habitation.
Tract Twenty-three of Cedar Grove Tracts
June 20, 1952
Warranty Deed recorded May 29, 1954 in Book 157 of Deeds Page 593.

Affects:
Dated:
Disclosed by:

4. EASEMENT RESERVED BY INSTRUMENT AND CONDITIONS CONTAINED THEREIN

In favor of:
For:

Leonard R. Nelsen and Dwyla E. Nelson
The right to use in common with other owners of Tracts in said Cedar Grove Tracts, for the purposes of a bathing beach and boat landing, the shore lands below high water mark of Lake Coeur d'Alene adjoining Tracts Sixteen and Seventeen of said Cedar Grove Tracts; reserving unto the Grantors, their heirs and assigns, the right in common with the Grantees to construct and operate in the drives and road shown on said plat, electric power lines, telephone lines, water mains and their appurtenances.
June 20, 1952
Warranty Deed recorded May 29, 1954 in Book 157 of Deeds Page 593.

Affects:
Dated:

5. CONTRACT OF SALE AND THE TERMS AND CONDITIONS THEREOF

Seller:
Purchaser:

Dwyla E. Nelsen, a widow
Dennis P. Reiersen and Linda L. Reiersen, husband and wife
August 8, 1980
August 11, 1980
850089

Dated:
Recorded:
Recording No.:

SCHEDULE C

The land referred to in this policy is situated in the State of Idaho
County of Kootenai

and is described as follows:

Lot 23, of CEDAR GROVE TRACTS: according to the plat recorded in Book C of Plats
at page 237; records of Kootenai County, Idaho.

Reserving therefrom all the coal and oil deposit thereon or thereunder as contained
in the United States Patent recorded in Book 5 of Patents page 353.



THIS MAP DOES NOT PURPORT TO SHOW ALL HIGHWAYS, ROADS OR EASEMENTS AFFECTING SAID PROPERTY; NO LIABILITY IS ASSUMED FOR V
DIMENSIONS AND LOCATION.

CONDITIONS AND STIPULATIONS

(Continued from inside front cover)

7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. REDUCTION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

10. APPORTIONMENT

If the land described in Schedule C consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

12. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its main office at 421 North Main Street, Santa Ana, California, or to the office which issued this policy.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N. Mineral Drive, Suite 100 • Coeur d'Alene, Idaho 83815-7763
Phone: (208) 762-2800 • Fax: (208) 762-2819 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

October 25, 2018

DENNIS P REIERSON
LINDA L REIERSON
PO BOX 277
ROCKFORD, WA 99030

Application For Permit No. 95-17673

Dear Applicants:

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 COEUR D ALENE PRESS on 11/1/2018 and 11/8/2018. 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

Alleman, Tammy

From: Alleman, Tammy
Sent: Thursday, October 25, 2018 2:42 PM
To: 'LEGALS@CDAPRESS.COM'
Subject: Legal Notice for Water Rights
Attachments: Legal Notice for 95-17620, 95-17665 to 95-17667, 95-17671, 95-17673, & 95-17674.doc

Please publish the enclosed legal notice in the **Coeur d'Alene Press** on the dates indicated November 1st and November 8th (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 11/19/2018. Your cooperation is appreciated.

Thank you,

Tammy

*Tammy Alleman
Administrative Assistant
Idaho Department of Water Resources
7600 North Mineral Drive, Suite 100
Coeur d'Alene, ID 83815
Tammy.Alleman@idwr.idaho.gov
208-762-2800 Phone
208-762-2819 Fax*

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

95-17620

JOHN HERN
PO BOX 1060
COEUR D ALENE, ID 83816
Point of Diversion NWNE
S33 T51N R04W
KOOTENAI County
Source GROUND WATER
Use: COMMERCIAL
01/01 to 12/31 0.06 CFS
Use: DOMESTIC
01/01 to 12/31 0.06 CFS
Use: FIRE PROTECTION
01/01 to 12/31 0.06 CFS
Total Diversion: 0.06 CFS
Date Filed: 8/8/2018
Place Of Use: DOMESTIC
T51N R04W S33 NENE NWNE
Place Of Use: FIRE PROTECTION
T51N R04W S33 NENE NWNE
Place Of Use: COMMERCIAL
T51N R04W S33 NENE NWNE

95-17665

DAVID R CISCEL
DEBORAH L CISCEL
12289 E WHITETAIL DR
ATHOL, ID 83801
Point of Diversion SESW
S18 T53N R02W
KOOTENAI County
Source GROUND WATER
Use: IRRIGATION
04/01 to 10/31 0.2 CFS
Use: STOCKWATER
01/01 to 12/31 0.02 CFS
Total Diversion: 0.2 CFS
Date Filed: 10/18/2018
Place Of Use: IRRIGATION
T53N R02W S18 SESW
Place Of Use: STOCKWATER
T53N R02W S18 SESW
Total Acres: 16

95-17666

PRAIRIE SCHOONER LLC
PO BOX 3270
COEUR D ALENE, ID 83816-2508
Point of Diversion SESE
S27 T52N R04W
KOOTENAI County
Source GROUND WATER
Use: DOMESTIC
01/01 to 12/31 0.2 CFS
Use: IRRIGATION
03/15 to 11/15 0.2 CFS
Total Diversion: 0.2 CFS
Date Filed: 10/17/2018
Place Of Use: DOMESTIC
T52N R04W S27 SWSE SESE
Place Of Use: IRRIGATION
T52N R04W S27 SWSE SESE
Total Acres: 10

95-17667

STEPHEN NIELSEN
JONATHAN NIELSEN
PO BOX 1381
HAYDEN, ID 83835
Point of Diversion SWNW
S10 T53N R03W
KOOTENAI County
Source GROUND WATER
Use: DIVERSION TO STORAGE
01/01 to 12/31 0.2 CFS
Use: FIRE PROTECTION
01/01 to 12/31 0.2 CFS
Use: FIRE PROTECTION STORAGE
01/01 to 12/31 0.5 AF
Use: IRRIGATION FROM STORAGE

04/01 to 10/31 3 AF
Use: IRRIGATION STORAGE
01/01 to 12/31 3 AF
Total Diversion: 0.2 CFS 3.5 AF
Date Filed: 10/17/2018
Place Of Use: FIRE PROTECTION
T53N R03W S10 SWNW
Place Of Use: FIRE PROTECTION STORAGE
T53N R03W S10 SWNW
Place Of Use: IRRIGATION STORAGE
T53N R03W S10 SWNW
Place Of Use: IRRIGATION FROM STORAGE
T53N R03W S10 SWNW
Total Acres: 1

95-17671

THOMAS C ADAMS
JANIS R ADAMS
19116 N HALLIDAY
MEAD, WA 99021
Point of Diversion NESW
S20 T48N R04W
KOOTENAI County
Source COEUR D ALENE LAKE
Tributary SPOKANE RIVER
Use: DOMESTIC

01/01 to 12/31 0.04 CFS
Total Diversion: 0.04 CFS
Date Filed: 10/23/2018
Place Of Use: DOMESTIC
T48N R04W S20
L3(SENW) L3(NESW)

95-17673

DENNIS P REIERSON
LINDA L REIERSON
PO BOX 277
ROCKFORD, WA 99030
Point of Diversion L4(SESW)
S2 T47N R04W
KOOTENAI County
Source COEUR D ALENE LAKE
Tributary SPOKANE RIVER
Use: DOMESTIC

01/01 to 12/31 0.04 CFS
Total Diversion: 0.04 CFS
Date Filed: 10/23/2018
Place Of Use: DOMESTIC
T47N R04W S11 L2(NENW)

95-17674

ALAN QUIST
W 3206 TRINITY AVE
SPOKANE, WA 99208
Point of Diversion SWNE
S28 T48N R04W
KOOTENAI County
Source COEUR D ALENE LAKE
Tributary SPOKANE RIVER
Use: DOMESTIC

01/01 to 12/31 0.04 CFS
Total Diversion: 0.04 CFS
Date Filed: 10/24/2018
Place Of Use: DOMESTIC
T48N R04W S28 L2(SWNE)

Permits will be subject to all prior water rights. For additional information concerning the property location, contact Northern Region office at (208) 762-2800. 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 11/19/2018. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 11/1/2018 and 11/8/2018

Alleman, Tammy

From: Alleman, Tammy
Sent: Thursday, October 25, 2018 3:08 PM
To: Siitari, Kiira
Subject: Application for Permit 95-17673
Attachments: 95-17673 Application for Permit.pdf

Dear Department of Fish & Game:

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 attached to the email and also at: <http://www.idwr.idaho.gov/apps/ExtSearch/WRAJSearch/WRADJSearch.aspx>.

This office can publish notice of the applications 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 November 19, 2018.

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
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Coeur d'Alene, ID 83815
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