



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

March 21, 2018

KINGSTON WATER DISTRICT #1
PO BOX 127
KINGSTON, ID 83839

RE: Withdrawal of Protest against Transfer No(s). 81648

Dear Applicant(s):

The Department of Water Resources has received withdrawal(s) of protest against the above referenced application. Withdrawals have been received from the following protestants:

Please contact this office if you have any questions regarding this procedure. Information about water rights and other matters administered by this agency is also available on the Internet at www.idwr.idaho.gov.

Sincerely,

A handwritten signature in blue ink that reads "Douglas Jones". The signature is written in a cursive, flowing style.

Douglas Jones, P.E.
Northern Regional Manager



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

March 21, 2018

RE: Withdrawal of Protest against Transfer No(s). 81648

Dear Protestant(s):

The Department of Water Resources acknowledges receipt of your withdrawal of protest against the above referenced application.

Please contact this office if you have any questions regarding this procedure. Information about water rights and other matters administered by this agency is also available on the Internet at www.idwr.idaho.gov.

Sincerely,

Douglas Jones, P.E.
Northern Regional Manager

cc:

MICHAEL F PEACOCK
PO BOX 256
PINEHURST, ID 83850

PINEHURST WATER DISTRICT
PO BOX 98
PINEHURST, ID 83850-0098

Pinehurst Water District
PO Box 95
Pinehurst, ID 83859-0098

RECEIVED
MAR 19 2018
IDWR / NORTH

March 5, 2018

Adam Frederick
Northern Regional Manager
State of Idaho
Department of Water Resources
7600 N. Mineral Dr., Suite 100
Coeur d'Alene, ID 83815-7763

RE: Protest to Application for Transfer No. 81684

Dear Mr. Frederick:

I am writing on behalf of Pinehurst Water District to inform you that we are withdrawing our protest to the above transfer.

Pinehurst Water District and Kingston Water District #1 have reached an agreement that makes protest unnecessary. A copy of the signed agreement between the two districts is attached hereto.

If any further documentation is needed please let me know and it will be provided.

Thank you.

Very truly yours,

A handwritten signature in black ink, reading "Bruce A. Rumpel". The signature is fluid and cursive, with the first name "Bruce" and last name "Rumpel" clearly legible.

Bruce Rumpel
Chairman,
Pinehurst Water District

RECEIVED

MAR 19 2018

IDWR / NORTH

SHARED WATER DISTRIBUTION AGREEMENT

This Agreement made and entered into this 20th day of November, 2017, by and between Kingston Water District No. 1 (KWD), P.O. Box 127, Kingston, Idaho, 83839, party of the first part, and Pinehurst Water District (PWD), 508 S. Division, Pinehurst, Idaho 83850, party of the second part:

WITNESSETH:

WHEREAS, KWD is the owner of a certain water right claim identified as: Claim #94-04199, point of diversion for .93 cubic feet per second which has a priority date of January 1, 1958 and

Whereas, KWD made application for Transfer of Water Right - Point(s) of Diversion, transfer No. 81648 water for right number 94-04199,; and

Whereas, The requested transfer is from a point several miles away; if granter the transfer would move the priority to a location very close to PWD's diversion pursuant to its current right which has a priority date of 1993 with a right to 3.8 Cubic feet per second Water Right 94-073420; and,

Whereas, PWD has filed a protest to the transfer based on its concern that if a curtailment event occurred, the priority of the 1958 KWD right could result in curtailment of PWD's right to take water to the irreparable detriment of the PWD and its customers.; and,

Whereas, both parties hereto after looking into the historical water flow in the aquifer which the KWD right would be transferred and the possibility or probability of a curtailment in the future the parties have determined and it is in the best interests of both parties to this agreement that the transfer of the KWD water right be granted so long as KWD and PWD share equally the related water volumes allocated to water right No. Claim #94-04199 with its priority date of 1958;

WHEREAS, this agreement affects only the water right claim #94-04199 and related priority date and water volumes. This agreement does not affect the parties' other rights, existing wells, distribution systems or the maintenance or development of the same; and,

WHEREAS, it is the intention and purpose of the undersigned parties, that should the need arise, that the water volumes related to claim #94-04199 shall be used and shared 50-50 to provide an additional source of domestic water for each water district; and,

WHEREAS, the water right claim #94-04199 is deemed by the parties hereto to be of adequate capacity to serve as an additional water source for each district should the need arise and,

WHEREAS, the parties acknowledge that the related water right claim is in adjudication to determine the rights of each party hereto with respect to transfer, and both parties are willing to dismiss any Notice of Protest filed by either party to the adjudication of transfer process and procedure and each party desires to enter this Agreement for the purpose of settling any and all claims either party may have to the water volumes related to the water right #94-04199 transfer application.

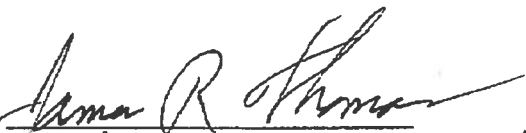
NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed as follows:

1. The water volumes related to the above described water right claim (#94-04199) shall be shared 50-50 with each party and the water district system operated by each.
2. That KWD hereby grants to PWD an undivided $\frac{1}{2}$ interest in and the right to share 50-50 in the water right claim #94-04199.
3. Each party will bear its own costs and fees accrued as a result of this agreement.
4. Both parties agree to dismiss any Notice of Protest that may be on file related to the above water right transfer application.
5. In the event of a disagreement regarding this agreement or its effect, meaning or application the parties will first mediate their differences to attempt to resolve any disagreement.
6. Should mediation be unsuccessful, the parties will submit their claims to arbitration before an arbitrator chosen by the parties and the arbitrator's decision shall be definitive.
7. Neither party shall have the right to assign any interest in water right #94-04199 except to a successor to the present district.
8. The term of this Agreement shall be perpetual. The benefits and burdens of this Agreement shall constitute a covenant running with the systems operated by each party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

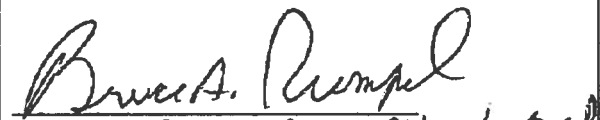
Kingston Water District NO. 1

By:


Its: Chairman of the Board

Pinehurst Water District

By:


Its: Chairman of the PH Water Board