

80838

Ident. No. 96-9614

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APR 14 2016

AMENDED

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

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APR 13 2016

IDWR/NORTHERN

IDWR / NORTH

1. Name of applicant(s) Carol A BauerPhone 208-301-4445Name connector (check one): ☐ and ☐ or ☒ and/orMailing address 236 Skyview RoadCity SagleState Idaho Zip 83860Email carolbauer4@gmail.com2. Source of water supply Spring water that daylight on Lot 4 which is a tributary of sinks *CB 4/14/16*

3. Location of point(s) of diversion:

TWP	RGE	SEC	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
57N	1W	27		NW	SW	SE	Bonner	spring water that daylight	
				CB				on Lot 4	
				4/14/16					

4. Water will be used for the following purposes:

Amount .04 for Domestic purposes from Jan. 1 to Dec. 31 (both dates inclusive)
(cfs or acre-feet per year)Amount .16 for Irrigation purposes from April 1 to Oct. 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)5. Total quantity to be appropriated is (a) .20 cubic feet per second (cfs) and/or (b) _____ acre feet per year (af).6. Proposed diverting works: Exhibit Aa. Describe type and size of devices used to divert water from the source. 57" x 72" shallow concrete dry well with drain rock, french drains, polypipe & PVC pipe. The water will be diverted to a 2,500 gallon cistern located on Lot 2.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 11. For dams 10 feet or more in height OR reservoirs with a total 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. _____

7. Description of proposed uses (if irrigation only, go to item 8):

a. Hydropower; show total feet of head and proposed capacity in kW. _____

b. Stockwatering; list number and kind of livestock. _____

c. Municipal; complete and attach the Municipal Water Right Application Checklist.d. Domestic; show number of households one household located on Lot 2 (RP0 33880000020A)e. Other; describe fully. Irrigation of garden, orchard, lawns and landscape.

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8. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

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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	
57N	1W	27														D			
57N	1W	27														5	1		6.0

Total number of acres to be irrigated: 6.0

9. 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?

10. a. Who owns the property at the point of diversion? Thompson Land Trustb. Who owns the land to be irrigated or place of use? Carol A Bauerc. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing:
See attached Agreement between Thompson Land Trust and Carol A. Bauer.

11. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary.

Install a 56"x72" drywell casing on Lot 4 to supply water to Lot 2. 4" PVC water class perf pipe will feed french drains feeding into the drywell casing. 12 yards of drain rock will be used around the drywell casing and 24 yards of drain rock will be used for the french drain pipes. 2" pol pipe will be used to feed the cistern on Lot 2. A curbstop & valve box will be installed. Lot tax parcel number is RPO033880000020A.12. Time required for completion of works and application of water to proposed beneficial use is 5 years (minimum 1 year).13. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map clearly identifying the proposed point of diversion, place of use, section #, township & range. A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.**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.**Carol A. Bauer
Signature of ApplicantRay Sisson
Signature of ApplicantCarol A. Bauer
Print Name (and title, if applicable)Ray Sisson, Trustee of Thompson Land Trust
Print Name (and title, if applicable) see Exhibit B

For Department Use:

Received by lm Date 03-28-2016 Time 2:30 Preliminary check by lm
Fee \$ N031790 Receipted by lm Receipt No. N031790 Date 04/15/2016

State of Idaho
Department of Water Resources
Application For Permit
96-XXXXX

March 29, 2016

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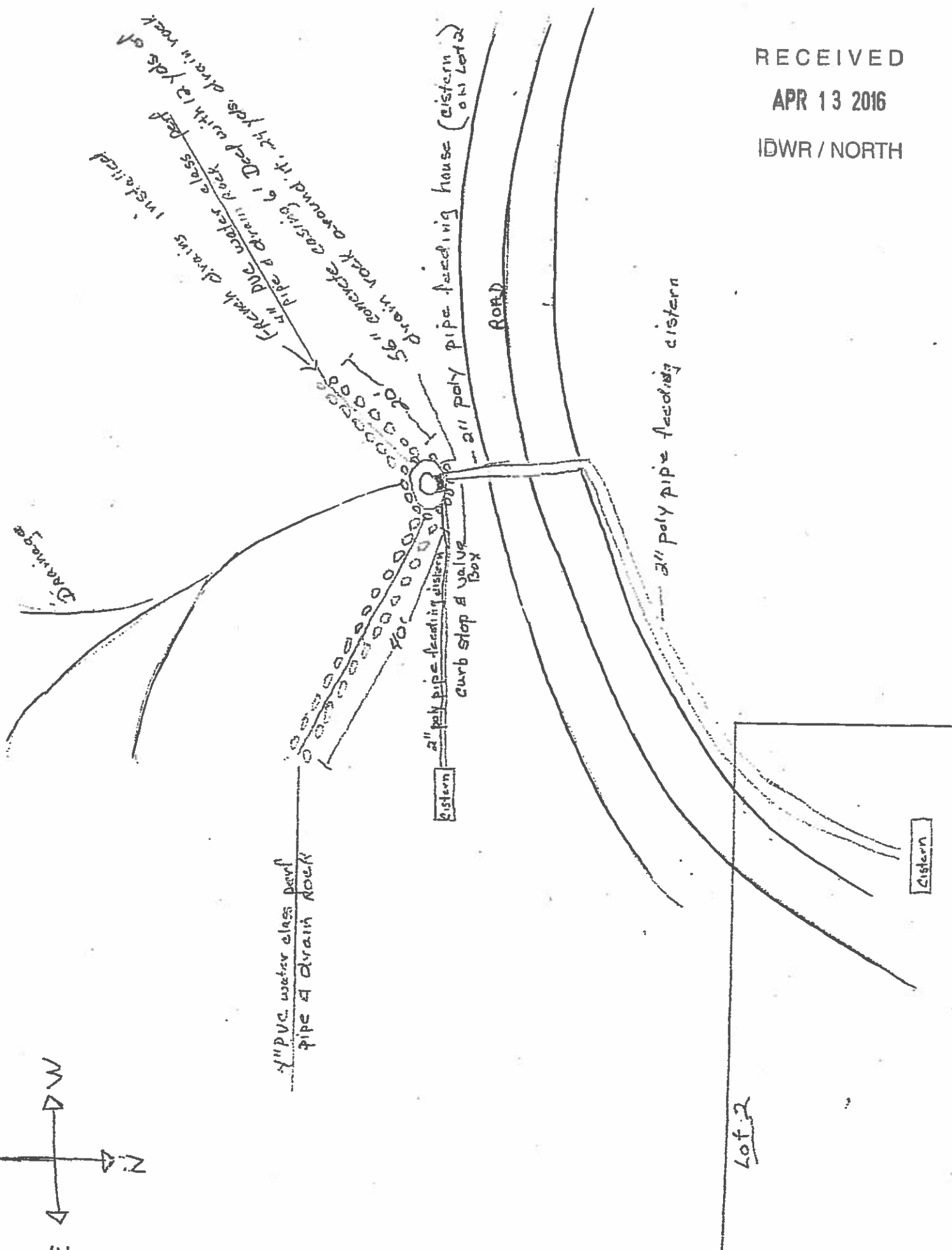
-  PLS Sections
-  Quarter Quarters
-  Taxlots

0 0.035 0.07 0.14 Miles



Prepared By: Maxey, Shaun

Exhibit C



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FIRST AMENDED AGREEMENT AND DECLARATION OF TRUST

THIS AMENDED AGREEMENT AND DECLARATION OF TRUST is made and entered into effective October 31st 2015 by and between Carol A. Bauer, as Grantor and Beneficiary, (hereinafter referred to as the "Beneficiary", which designation shall include all successors in interest of the Beneficiary, and Ray Sisson, whose address is 1512 Oak Street, Sandpoint Idaho, hereinafter referred to as the "Trustee", which designation shall include all successor trustees). This trust shall continue to be known as the Thompson Land Trust and this instrument supersedes entirely the Original Agreement and Declaration of Trust.

AS BACKGROUND the ORIGINAL AGREEMENT AND DECLARATION OF TRUST was made and entered into on the twenty eighth (28) day of April, 2015, and was by and between Carol A. Bauer, as Grantor and sole Beneficiary and the original Trustee was Charles J. Thompson whose address is and was 8289 Rude Street, Hayden, Idaho 83835. Subsequently, a Successor Trustee, Ray Sisson, was appointed by an instrument denominated "Appointment of Successor Trustee" executed and notarized in the month of October 2015 by Carol A. Bauer, Ray Sisson, and former Trustee Charles J. Thompson.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. **Trust Property.** The Trust Property shall include the parcel described in Exhibit "A" hereinafter referred to as the "Trust Property".
3. **Beneficiary.** Carol A. Bauer of 236 Skyview Road, Sagle Idaho, shall be the sole beneficiary of this Trust, and as such, shall be entitled to all of the earnings, avails and proceeds of the Trust Property. Carol A. Bauer is also the sole funder/settlor of the trust.
4. **Interest.** The interests of the Beneficiary shall consist solely of the following rights respecting the Trust Property:
 - a. The right to direct the Trustee in writing to convey or otherwise deal with the title to the Trust Property.
 - b. The right to manage and control the Trust Property as directed in writing by Beneficiary.
 - c. The right to receive the proceeds and avails from the rental, sale, mortgage, or other disposition of the Trust Property.
5. **Powers of Trustee.**
 - a. With the written consent of the Beneficiary, the Trustee shall have authority and responsibility to do as directed by the beneficiary. The Trustee shall follow the Beneficiaries written directions and retain copies of said written directions. Trustee shall keep Beneficiary apprised of any official communication or correspondence relating to the Trust.
6. **Duties of Trustee.** It shall be the duty of the Trustee in addition to the other duties herein imposed upon him:
 - a. To comply with written directives of the beneficiary with respect to trust property at a fee of \$50.00 per hour, pro rata.

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- b. To inform the Beneficiary of any legal action or governmental action that Trustee becomes aware of regarding trust property.
7. **Liability of Trustee.** Trustee shall be liable only for his own acts which Trustee knows or reasonably believes to be a violation of this Agreement of Trust;
8. **Removal of Trustee.** The Beneficiary shall have the power to remove this or any successor Trustee from his office or appoint a successor to succeed him.
9. **Resignation and Successor.**
- a. Any Trustee may resign his office with thirty (30) days written notice to Beneficiary and Beneficiary shall appoint a new Trustee to take the place of the Trustee who had resigned, but the resignation shall not take effect until a certificate thereof, signed, sealed, and acknowledged by the Trustee, and a certificate of the appointment of the new Trustee, signed and sworn to by the Beneficiary and containing an acceptance of the office, signed and acknowledged by the new Trustee, shall have been procured in a form which is acceptable for recording in the registries of deeds of all the counties in which properties held under this instrument are situated. If the Beneficiary shall fail to appoint a new Trustee within thirty (30) days after the resignation, then the Trustee may petition any appropriate court in this state to accept his resignation and appoint a new Trustee.
- b. Any vacancy in the office of Trustee, whether arising from death or from any other cause not herein provided for, shall be filled within thirty (30) days from the date of the vacancy and the Beneficiary shall proceed to appoint a new Trustee to fill the vacancy, and immediately thereafter shall cause to be prepared a certificate of the appointment containing an acceptance of the office, signed, sealed, and acknowledged by the new Trustee, which shall be in a form acceptable for recording in the registries of deeds of all the counties in which properties held under this instrument are situated.
- c. Whenever a new Trustee shall have been elected or appointed to the office of Trustee and shall have assumed the duties of office, he shall succeed to the title of all the properties of the Trust and shall have all the powers and be subject to all the restrictions granted to or imposed upon the Trustee by this agreement, and every Trustee shall have the same powers, rights, and interests regarding the Trust Property, and shall be subject to the same restrictions and duties as the original Trustee, except as the same shall have been modified by amendment, as herein provided for.
- d. Notwithstanding any such resignation, the Trustee shall continue to have a lien on the Trust Property for all costs, expenses and attorney's fees incurred and for said Trustee's reasonable compensation.
10. **Objects and Purposes of Trust.** The objects and purposes of this Trust shall be to hold and dispose of property only as directed by Beneficiary.
11. **Exculpation.** The Trustee shall have no power to bind the Beneficiary personally and, in every written contract he may enter into, reference shall be made to this declaration;
12. **Recording of Agreement.** This Agreement shall not be placed on record in the county in which the Trust Property is situated, or elsewhere, but if it is so recorded, that recording shall not be considered as notice of the rights of any person under this Agreement derogatory to the title or powers of the Trustee.

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13. **Name of Trustee.** The name of the Trustee shall not be used by the Beneficiary in connection with any advertising or other publicity whatsoever without the written consent of the Trustee.
14. **Individual Liability of Trustee.** The Trustee shall not be required, in dealing with the Trust Property or in otherwise acting under this Agreement, to enter into any individual contract or other individual obligation whatsoever; nor to make himself individually liable to pay or incur the payment of any damages, attorney's fees, fines, and penalties, forfeitures, costs, charges or other sums of money whatsoever. The Trustee shall have no individual liability or obligation whatsoever arising from his ownership, as Trustee, of the legal title to the Trust Property, or with respect to any act done or contract entered into or indebtedness incurred by him in dealing with the Trust Property or in otherwise acting under this Agreement so long as Trustee follows the written instructions of the Beneficiary regarding Trust Property.
15. **Entire Agreement.** This Agreement contains the entire understanding between the parties and may be amended, revoked, or terminated only by written agreement signed by the Trustee and the Beneficiary.
16. **Governing Law.** This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Idaho. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Bonner County, State of Idaho. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.
17. **Binding Effect.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon any successor trustee under it, as well as upon the executors, administrators, heirs, assigns and all other successors in interest of the Beneficiary.
18. **Termination.** This trust may be terminated at any time by the Beneficiary and with thirty (30) days written notice of termination delivered to the Trustee, the Trustee shall execute any and all documents necessary to vest fee simple marketable title to any and all Trust Property in Beneficiary.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Heathrup Shaffer

Witness

Susan J. Sisson

Witness

Carol A. Bauer
BENEFICIARY - Carol A. Bauer

Raymond E. Sisson
TRUSTEE - Ray Sisson

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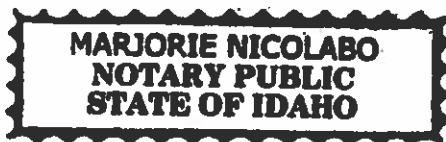
IDWR / NORTH

STATE OF Idaho
COUNTY OF Rootenai

Before me personally appeared Carol A. Bauer to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid, this day of October 21, 2015

Marjorie Nicolabo
(SEAL)



Notary Public
State of Idaho
My Commission Expires: Aug 5, 2019

STATE OF Idaho
COUNTY OF Bonner

Before me personally appeared Ray Sisson to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid, this day of 28th October, 2015

Amanda Ruff
(SEAL)



Notary Public
State of Idaho
My Commission Expires: Aug 22, 2020

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**EXHIBIT "A" -
SCHEDULE OF PROPERTY**

A 5.28 acre parcel of unimproved real property 5.28 acres in size, described as 27-57N-1W Eureka Heights Lot 1; property tax identification number RP-033880000010A;

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STATE OF IDAHO
ZONING BOARD
MAYORIE MICOGLIO

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APPOINTMENT OF SUCCESSOR TRUSTEE

IDWR / NORTH

I, the undersigned, being the sole beneficiary under Land Trust Agreement dated April 28th 2015, by, between and among the undersigned and Charles J. Thompson, as original Trustee of said Trust agreement dated April 28th, 2015, and known as the Thompson Land Trust (hereinafter referred to as Trust) do hereby voluntarily appoint Ray Sisson of PO BOX 1267 Sandpoint Idaho and residing at 1512 Oak Street, Sandpoint Idaho 83846, as successor of Trust and convey all powers and duties subject to all the restrictions upon the original Trust property and subject to the same restrictions and duties as the original Trustee inclusive of any amendment(s) modifying said Trust agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year notarized below and effective upon the last dated signature. Signed, sealed and delivered in the presence of:

Sole Beneficiary: CAROL BAUER: Carol Bauer

Trustee Successor(s): RAY SISSON: Ray Sisson

STATE OF IDAHO

SS

COUNTY OF BONNER

Before me personally appeared CAROL BAUER to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid, this 16th day of OCTOBER 20 15.

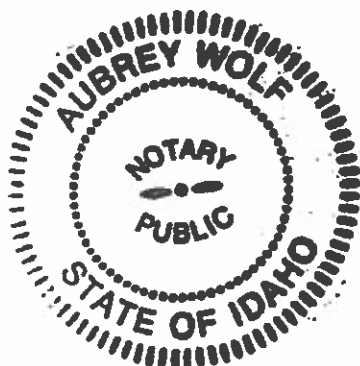
[Signature]

[Signature]
Notary Public

(SEAL)

My Commission Expires:

JUNE 20, 2020



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IDWR / NORTH

Trustee: Charles J. Thompson:

Charles Thompson

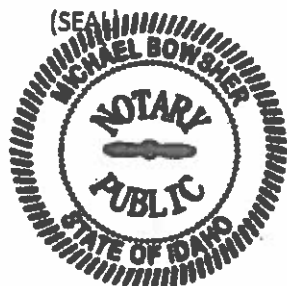
STATE OF IDAHO

SS

COUNTY OF KOOTENAI

Before me personally appeared Charles Thompson to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid, this 13th day of October 20 15.



Michael Bowsher
Notary Public

My Commission Expires:

1/21/2020

**CONTRACT TO CONVEY EASEMENT
POTABLE WATER DRAINAGE SYSTEM**

This Contract to Convey an Easement is entered into among Carol Ann Bauer, and Ray Sisson in his capacity as First Successor Trustee of the Thomson Land Trust dated April 28, 2015.

Prospective Grantor, Ray Sisson Trustee (hereinafter "Grantor") is the owner of that certain property Lot 4 of Eureka Heights, according to the plat thereof, recorded in Book 8 of Plats, Page 146, records of Bonner County, Idaho ("Grantor's Property");

Prospective Grantee, Carol Ann Bauer (hereinafter "Grantee") is the owner of that certain property Lot 2 of Eureka Heights, according to the plat thereof, recorded in Book 8 of Plats, Page 146, records of Bonner County, Idaho ("Grantee's Property");

Grantor desires to grant and Grantee desires to receive an easement for ingress and egress across the Grantor's property as depicted on Exhibit C under the terms and conditions outlined hereafter.

Grantor was approached by Grantee to discuss the possibility of Grantor granting an access easement over Grantor's upland property (Lot 4) authorizing Grantee to construct and maintain a potable drainage system from a spring outlet source existing on Lot 4 and traversing Lot 4 to a yet undefined location onto Grantee's Lot 2. The proposed potable water system will be composed of a shallow concrete dry well with drain rock, french drains, poly pipe & PVC pipe. The water will be diverted to a 2,500 gallon cistern located on Lot 2 and to a landscape area with over flow ultimately discharging into a deep ditch lined with trees and vegetation located on Lot 2.

It is agreed that Grantee will be authorized to perform maintenance on Lot 4 over Grantee's drainage easement pursuant to the terms of the easement. As such, Grantee agrees to pay for a licensed surveyor who will work with the parties to provide a legal description of the necessary permanent easement for the drinking water system, access, and maintenance in exchange for payment by Grantee. Grantee will be authorized to make future improvements to the system to facilitate better flow and to protect the drainage apparatus against erosion or other damage. Grantee will not be held liable for any claims that improvements to the drainage system interfere with Grantor's use of Lot 4 so long as Grantee's improvements are reasonable.

Improvements made by Grantee on Lot 4 for water conveyancing purposes will be determined by Grantee at her sole discretion and based on best management practices for domestic and irrigation water collection and conveyance subject to being located in the surveyed path. Such improvements may include, but are not limited to: widening and/or deepening the drainage ditch, installing culverts, filling in the drainage ditch, placing vegetation and/or rock, removing trees, creating ponds of standing water, installing check dams, installing filtration systems, etc. Reasonable efforts will be made to protect existing private property features such as homes, fences, driveway surfaces, etc. Construction of these improvements is proposed during the 2016 construction season but will be allowed as late as the 2020 season.

As part of the easement, Grantee will also receive all necessary access rights to construct and maintain said water system. To document the present condition of Lot 4, photos shall be taken of the driveway and ramp prior to the start of any improvement and construction of the drinking water drainage system.

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Contract to Convey Easement

This Contract to Convey an easement is in the nature of an agreement to reasonably agree to a final easement in the manner set forth above. If agreement cannot be reached as to final easement terms within a reasonable time then this instrument will serve as a legal basis to mandate that the parties come to a judicially approved easement agreement consistent with the above terms.

Carol Ann Bauer
Carol Ann Bauer, Owner of Lot 2.

4/10/16
Date

Ray Sisson
Ray Sisson, First Successor Trustee of the
Thompson Land Trust dated April 28, 2015 and Owner of Lot 4

4/10/16
Date

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

RECEIVED**APR 13 2016****IDWR/NORTHERN**

1. Name of applicant(s) Carol A Bauer Phone 208-301-4445
Name connector (check one): ☐ and ☐ or ☒ and/or

Mailing address 236 Skyview Road City Sagle

State Idaho Zip 83860 Email carolbauer4@gmail.com

2. Source of water supply Spring water that daylights on Lot 4 which is a tributary of _____

3. Location of point(s) of diversion:

TWP	RGE	SEC	Govt Lot	¼	¼	¼	County	Source	Local name or tag #
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								on Lot 4	

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(cfs or acre-feet per year)

Amount .16 for Irrigation purposes from April 1 to Oct. 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)

5. Total quantity to be appropriated is (a) .20 cubic feet per second (cfs) and/or (b) _____ acre feet per year (af).

6. Proposed diverting works: Exhibit A

a. Describe type and size of devices used to divert water from the source. 57" x 72" shallow concrete dry well with drain rock, french drains, polypipe & PVC pipe. The water will be diverted to a 2,500 gallon cistern located on Lot 2.

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 11. For

dams 10 feet or more in height OR reservoirs with a total 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. _____

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b. Stockwatering; list number and kind of livestock. _____

c. Municipal; complete and attach the [Municipal Water Right Application Checklist](#).

d. Domestic; show number of households one household located on Lot 2 (RP0 33880000020A)

e. Other; describe fully. Irrigation of garden, orchard, lawns and landsape.

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			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
57N	1W	27														D			
57N	1W	27													5	1			6.0

Total number of acres to be irrigated: 6.0

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 b. Who owns the land to be irrigated or place of use? Carol A Bauer
 c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing:
See attached Agreement between Thompson Land Trust and Carol A. Bauer.

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 13. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map clearly identifying the proposed point of diversion, place of use, section #, township & range. A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.

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.

Carol A. Bauer
 Signature of Applicant

Carol A. Bauer
 Print Name (and title, if applicable)

Ray Sisson
 Signature of Applicant

Ray Sisson, Trustee of Thompson Land Trust
 Print Name (and title, if applicable) see Exhibit B

For Department Use:
 Received by lm Date 03-28-2016 Time 10:30 Preliminary check by _____
 Fee \$ N931790 Received by lm Receipt No. N931790 Date _____
100

Ball, Dianne

From: Ball, Dianne
Sent: Tuesday, May 10, 2016 10:41 AM
To: Legal Notices BCDB
Subject: Application for Permit No. 96-9614, 96-9615, 96-9620, 95-17157, 96-9621
Attachments: LegalNotice 05-10-16 BCDB e-mail 95-17157, 96-9614, 9615, 9620, 9621.doc

Good morning,

Please publish the enclosed legal notice in the Bonner County Daily Bee on the dates indicated, May 19 and 26, 2016, (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

This should be very close to press ready – for 2-column, 8pt, Century Old Style font.

Please note the area(s) under **USE** containing dates and water amounts that are offset and lined up. Our legal should appear in this format.

Please also send a proof/preview copy for my review before this actually goes to press.

If you have any questions, please contact me as early as possible.

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 6/6/2016. Your cooperation is greatly appreciated.

Thank so much for all your help in putting our legals together as submitted.

Dianne Ball

Administrative Assistant
Idaho Department of Water Resources
7600 N Mineral Dr., Ste. 100
Coeur d'Alene, ID 83815
208-762-2800 Fax 208-762-2819

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

95-17157

DARLA FLETCHER
THOMAS FLETCHER
720 RAVEN LN
CAREYWOOD, ID 83809

Point of Diversion SWNE S8 T54N R02W BONNER County

Source UNNAMED STREAM tributary THREE SISTERS CREEK

Use FIRE PROTECTION Storage 01/01 to 12/31 1.3 AF

Use IRRIGATION from Storage 04/01 to 10/31 6 AF

Use IRRIGATION Storage 01/01 to 12/31 7.3 AF

Use STOCKWATER from Storage 01/01 to 12/31 0.2 AF

Use STOCKWATER Storage 01/01 to 12/31 1.5 AF

Total Diversion: 7.3 AF

Date Filed: 4/29/2016

Place of Use: IRRIGATION STORAGE T54N R02W S8 SWNE

Place of Use for ALL OTHER STORAGE same as IRRIGATION

Total Acres: 2

Stockwater use is for 12 head of mixed stock.

96-9614

CAROL A BAUER
236 SKY VIEW RD
SAGLE, ID 83860

Point of Diversion NWSWSE S27 T57N R01W BONNER County

Source SPRING tributary SINKS

Use DOMESTIC 01/01 to 12/31 0.04 CFS

Use IRRIGATION 04/01 to 10/31 0.16 CFS

Total Diversion: 0.2 CFS

Date Filed: 5/13/2016

Place of Use: DOMESTIC T57N R01W S27 L2(NWSE) SWSE

Place of Use: IRRIGATION T57N R01W S27 L2(NWSE) SWSE

Total Acres: 6

Domestic use is for 1 house.

96-9615

THOMPSON LAND TRUST
PO BOX 1267
SANDPOINT, ID 83864

Point of Diversion NWSWSE S27 T57N R01W BONNER County

Source SPRING tributary SINKS

Use DOMESTIC 01/01 to 12/31 0.04 CFS

Use IRRIGATION 04/01 to 10/31 0.16 CFS

Total Diversion: 0.2 CFS

Date Filed: 4/13/2016

Place of Use: DOMESTIC T57N R01W S27 SWSE

Place of Use: IRRIGATION T57N R01W S27 SWSE

Total Acres: 6

Domestic use is for 1 house.

96-9620

DEANNA BARRETT
KENNETH BARRETT
611 WATKINS ST
BIRMINGHAM, MI 48009

Point of Diversion NWSE S11 T59N R02W BONNER County

Source PACK RIVER tributary LAKE PEND OREILLE

Use IRRIGATION 04/01 to 10/31 0.06 CFS

Total Diversion: 0.06 CFS

Date Filed: 4/25/2016

Place of Use: IRRIGATION T59N R02W S11 NWSE

Total Acres: 2

96-9621

TRACIE FINNEY
SCOTT FINNEY
157 W BRONX RD
SANDPOINT, ID 83864

Point of Diversion SESE S35 T58N R02W BONNER County

Source SAND CREEK tributary LAKE PEND OREILLE

Use IRRIGATION 04/01 to 10/31 0.14 CFS

Total Diversion: 0.14 CFS

Date Filed: 5/4/2016

Place of Use: IRRIGATION T58N R02W S35 SESE

Total Acres: 7

Permits will be subject to all prior water rights. For additional information concerning the property location, contact Northern Region office at (208) 762-2800; or for a full description of the right(s), please see:

www.idwr.idaho.gov/apps/ExtSearch/WRFiling.asp.

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 Mineral Drive, Suite 100, Coeur D' Alene ID 83815 together with a protest fee of \$25.00 for each application on or before 6/6/2016. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 5/19/2016 and 5/26/2016



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region, 7600 Mineral Drive, Suite 100, Coeur d'Alene, Idaho 83815

Phone: (208) 762-2800 FAX: (208) 762-2819 www.idwr.idaho.gov

May 10, 2016

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

CAROL A BAUER
236 SKY VIEW RD
SAGLE, ID 83860

Application For Permit No. 96-9614

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 on 5/19/2016 and 5/26/2016. 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 black ink that reads "Shaun M. Maxey". The signature is fluid and cursive, with a large loop at the end of the last name.

Shaun M Maxey
Senior Water Resource Agent

Maxey, Shaun

From: Carol Bauer [carolbauer4@gmail.com]
Sent: Wednesday, April 13, 2016 2:07 PM
To: Maxey, Shaun
Subject: Carol Bauer water rights application

RECEIVED

APR 13 2016

IDWR / NORTH

Hello Shaun,

This is the additional information that you have requested:

The check # that I submitted to you for the application fee was 1020. The check was for \$100 and was issued on 3/25/16. It has cleared the bank.

The map that I provided with my application, exhibit C, shows the correct location of the point of diversion and place of use.

I authorize you to copy the trust documents that I submitted in duplex form into single copy documents.

Thank you,

Carol Bauer.

Ball, Dianne

From: Ball, Dianne
Sent: Tuesday, May 10, 2016 3:17 PM
To: kiira.sitari@idfg.idaho.gov
Cc: Frederick, Adam; Maxey, Shaun; Case, Morgan
Subject: RE: Application for Permit No. 95-17157, 96-9614, 96-9615, 96-9620 and 96-9621,
Attachments: App-map(s)-and-pond-info-95-17157.pdf, App-map(s)--96-9614.pdf, App-map(s)--96-9615.pdf, App-map(s)--96-9620.pdf, App-map(s)--96-9621.pdf

Hi Kiira:

The Department of Water Resources is seeking written comment and/or recommendations from your agency regarding the above referenced water right application. A copy of the application is enclosed for your reference.

These are being prepared for publication in the Bonner County Daily Bee on May 19 and 26, 2016 with June 6, 2016 as final date for protests to be received in our office.

Your prompt response to this request is appreciated. If your agency desires to formally protest the approval of this application, 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.

Please contact Adam Frederick in this office if you have any questions regarding applications 95-17157, 96-9620 and 96-9621, and please contact Shaun Maxey if you have questions on 96-9614 and 96-9615

Sincerely,

Dianne Ball

Administrative Assistant
Idaho Department of Water Resources
7600 N Mineral Dr., Ste. 100
Coeur d'Alene, ID 83815
208-762-2800 Fax 208-762-2819