

RECEIVED

SEP 23 2005

WATER RESOURCES
WESTERN REGION

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

Ident. No. 63-32226

RECEIVED

SEP 22 2005

Department of Water Resources

1. Name of Applicant Classen & Co. LLC Phone 208 854 1037
Mailing address 6417 Plantation Ln. Boise ID 83703

2. Source of water supply Unnamed Drain which is a tributary of Boise River Cross East End Drain Joe 12/22/05

3. Location of point of diversion is Township 5N Range 5W Sec. 17, in the SE $\frac{1}{4}$,
SW $\frac{1}{4}$, Govt. Lot 7, B.M., Canyon County;

additional points of diversion if any: _____

4. Water will be used for the following purposes: Joe 12/7/05

Amount 1.03 CFS for wildlife storage purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for diversion to storage purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

Amount 10 AEF for wildlife storage purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per annum)

Amount 1.03 CFS for wildlife purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

5. Total quantity to be appropriated is (a) 1.03 CFS and/or (b) _____
cubic feet per second acre feet per annum

6. Proposed diverting works:

a. Describe type and size of devices used to divert water from the source existing well & ditching
for ponding

b. Height of storage dam 2-3' feet; active reservoir capacity _____ acre-feet; total
reservoir capacity ~ 10 AF acre-feet Joe 12/7/05

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? _____

e. If well is already drilled, when? _____; Drilling firm _____;

Well was drilled for (well owner) _____; Drilling Permit No. _____

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

8. Description of proposed uses (if irrigation only, go to item 9):

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

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

c. Municipal; show name of municipality. _____

d. Domestic; show number of households. _____

e. Other; describe fully. wildlife Joe 12/7/05

3. Description of place of use:

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

b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
5N	5W	17									W	W		W					N/A

Total number of acres to be irrigated N/A

10. Describe any other water rights used for the same purposes as described above. # 63-32165 for irrigation from same system

11. a. Who owns the property at the point of diversion? Art Foss

b. Who owns the land to be irrigated or place of use? Classen & Co. 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. Remarks: 3/15 - 11/15 - irrigation already to periodically irrigate the area when necessary. Likely in Fall, will fill pond for wildlife usage. Filling of pond dependent on crop maturity & wildlife needs.

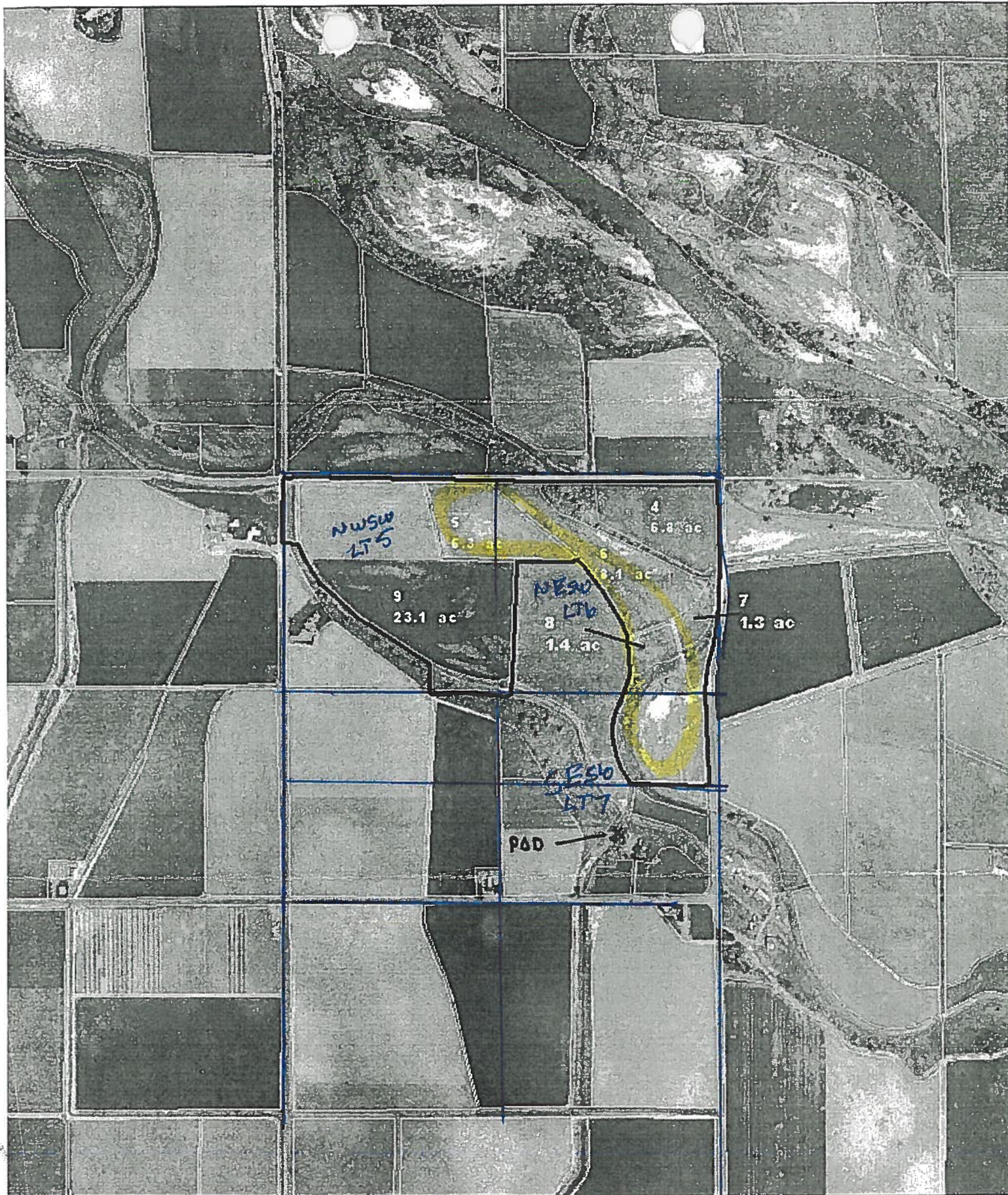
13. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½"x11" map clearly identifying the proposed point of diversion, place of use, section #, township & range. (A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.)

BE IT KNOWN that the undersigned hereby makes this application for permit to appropriate the public waters of the State of Idaho as herein set forth.

James S. Classen Gen Mgr
Signature of Applicant (and title, if applicable)

12-7-05

Received by AK Date 9/23/05 Time 10:30am Preliminary check by DAN
Fee \$ 250.00 Received by AK # W033451 Date 9/23/05
Publication prepared by AK Date 9-5+12-06 Published in PRESS TRIBUNE
Publication approved AK Date 1-23-06



Canyon County FSA office
 2208 East Chicago St. Suite B
 Caldwell, ID 83605
 208-454-8695

Farm 8198
 Tract 6561



Map Printed: Oct 19, 2004

103-277710

ARTICLES OF ORGANIZATION
OF
CLASSEN & CO., LLC961146699 C \$50.00
SECRETARY OF STATE
11-12-96 10:14

I, the undersigned natural person of the age of eighteen (18) years or more, acting as organizer of a limited liability company under the Colorado Limited Liability Company Act, adopt the following Articles of Organization for such limited liability company:

FIRST: The name of the Limited Liability Company is Classen & Co., LLC (the "Company").

SECOND: The period of duration will be thirty (30) years.

THIRD: The Company is organized for any legal and lawful purpose pursuant to the Colorado Limited Liability Company Act.

FOURTH: The address of the initial registered office of the Company is 5445 DTC Parkway, Suite 1025, Englewood, Colorado 80111 and the name of its initial registered agent at such address is Barry S. Engel.

FIFTH: The address of the principal place of business of the Company is 5720 South Geneva, Englewood, Colorado 80111.

SIXTH: The management of the Company shall be vested in two (2) managers whose names and addresses are as follows:

James S. Classen	5720 South Geneva Englewood, CO 80111
------------------	--

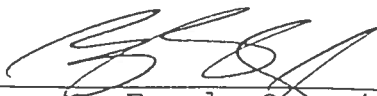
Jacqueline D. Classen	5720 South Geneva Englewood, CO 80111
-----------------------	--

SEVENTH: The managers of the Company shall be indemnified by the Company only to the extent permitted by the Operating Agreement, as may be amended from time to time.

EIGHTH: The name and address of the organizer is:

Barry S. Engel
5445 DTC Parkway, Suite 1025
Englewood, Colorado 80111

Dated this 12 day of Nov, 1996.


Barry S. Engel, Organizer

performed for the Company pursuant to the terms and conditions of this Agreement, including without limitation the Manager's management of the Business and preparation of reports to all Members, a fair and reasonable management fee, as determined by the Manager in a manner consistent with the Manager's fiduciary duty to the Company, which management fee shall be based upon the Manager's actual time devoted to the Business and administration of the Company, the relative financial benefit accruing to the Company as the result of the Manager's management, and such other factors as shall be reasonable under all of the facts and circumstances.

ARTICLE IX

STATUS OF THE MANAGER

9.1 Control and Responsibility. The Manager shall be solely responsible for the management of the Business and shall have all powers generally conferred by law as well as those which are necessary, advisable, or consistent in connection therewith. When there shall be two (2) Managers, unanimity shall be required as to any action they may take except as they may between them otherwise agree to in writing. Any note, contract, deed, bill of sale, mortgage, lease or other commitment purporting to bind the Company to any action shall be signed by the Manager on behalf of the Company or by any person to whom the Manager grants the authority under an agreement or arrangement.

9.2 Extent of Obligation. The Manager shall devote such time to the Business and the affairs of the Company as the Manager shall reasonably deem necessary to properly conduct such Business and affairs in accordance with this Agreement and applicable law. It is expressly understood and agreed that the Manager shall not be required to devote the Manager's entire business time or business resources to the Business of the Company.

9.3 Rights and Powers of the Manager. In addition to any other rights and powers which the Manager may possess under applicable law or pursuant to this Agreement, the Manager shall have all specific rights, powers, and authorities required or appropriate to the Manager's management of the Business which shall include without limitation the following rights, powers, and authorities to be exercised in such manner, in such form, at such times, and to such extent as the Manager, in the Manager's best, good faith discretion, determines:

(a) to acquire, hold, lease, encumber, pledge, option, exchange, or otherwise dispose of real or personal property (or rights or interests therein) of any nature whatsoever as may be necessary or advisable for the operation of the Business;

(b) to borrow or lend money for Company purposes and, if security is required for the borrowing thereof, to execute and deliver all instruments, deeds of trust, mortgages, security agreements, assignments, and other security documents relating to all or a portion of the assets of the Company as may be necessary or advisable for the operation of the Business. For purposes hereof, the borrowing or lending of money for Company purposes shall include: (i) lending money to Members or other persons or entities, whether related or unrelated, or borrowing money from any of the foregoing, upon such terms and conditions as the Manager shall determine in the Manager's sole and absolute discretion; and (ii) the guaranteeing of, or pledging the Company Property for any of the foregoing loans, or for loans to or from Members to or from other persons or entities, all as determined in the sole and absolute discretion of the Manager;

(c) to negotiate and enter into contracts, agreements, or arrangements concerning the Business and assets of the Company as may be necessary or advisable for the operation of the Business;

(d) to employ persons, agents, outside consultants, and independent contractors as may be necessary or advisable for the operation of the Business;

(e) to pay all expenses reasonably incurred in the operation or administration of the Business and to establish reserves for liabilities and obligations of the Company whether contingent or otherwise;

(f) to pay on behalf of the Company (and be reimbursed for) any and all organizational expenses incurred in the creation of the Company including, without limitation, legal and accounting fees;

(g) to place record title to or the right to use any assets of the Company in the name of a nominee as may be necessary or advisable for the operation of the Business;

(h) to execute and deliver any and all instruments to effectuate the foregoing and to take all such actions as may be necessary or advisable for the operation of the Business;

(i) to determine the use of the revenues of the Company for Company purposes;

(j) to purchase and maintain insurance for the benefit of the Company for Company purposes;

(k) to control any matters affecting the rights and obligations of the Company, including the employment of attorneys

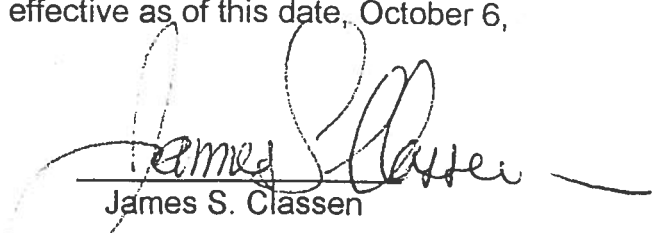
RECORD OF PROCEEDINGS/

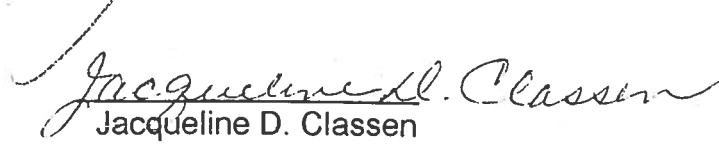
=====

At a special meeting called by the directors of the LLC, the following resolution was considered and passed:

The Directors of Classen & Co., LLC hereby resolve that the Manager for control and responsibility as discussed in Article IX, paragraph 9.1, shall consist of either Jacqueline D. Classen or James S. Classen and shall not require joint signatures.

Signed by the shareholders of the Company and effective as of this date, October 6, 1997.


James S. Classen


Jacqueline D. Classen

REQUEST TO PROCESS

**COMPLETE REQUEST IF YOU WANT YOUR APPLICATION TO BE PROCESSED USING ONE OF THE
THREE ALTERNATIVES BELOW**

Name of Applicant

Classen & Co. LLC

Mailing Address

6417 Plantation Lane
Boise ID 83703

Application No.
(if known)

____ IN LOCAL PUBLIC INTEREST

Yes, I want my application processed and before it is advertised, I will amend my application to demonstrate that the proposed appropriation is in the local public interest including the need to preserve flows in the Snake River during the migration periods of anadromous fish.

____ PROPOSE MITIGATION NOW

Yes, I want my application processed and before it is advertised, I will amend my application to include proposed mitigation to offset anticipated depletions in the Snake River during periods of anadromous fish migration.

☒ WILL AGREE TO MITIGATION IN THE FUTURE IF NECESSARY

Yes, I want my application processed at this time, and I will accept a condition of approval that will require mitigation should the Director of the Idaho Department of Water Resources determine that mitigation is necessary to offset depletions from this appropriation to flows in the Snake River during periods of anadromous fish migration. I understand that mitigation is not required now but may be needed in the future. I also understand that the Director will not require mitigation until I have an opportunity to review the process by which the need for mitigation is established and the amount of water required is quantified.

Signature

James S. Classen

Date

12-7-05

Please return this form to:

Idaho Dept. of Water Resources
Western Regional Office
Attn: Dan Nelson
2735 Airport Way
Boise, ID 82705-5082