

78840

SEP 18 2013

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Ident. No. 98-7931

IDWR / NORTH

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant(s) Clifty View Nursery Inc Phone 208 267 7129
Name connector (check one): ☐ and ☐ or ☐ and/or

Mailing address: 312 Clifty View Rd City Bonners Ferry

State Ida Zip 83805 Email: fitnes @ cliftyview.com

2. Source of water supply Unnamed Stream which is a tributary of Cow Cr

3. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
61N	2E	8		SE	SE	SW	Boundary	Unnamed Stream	
								(Tributary to Cabin Cr)	

4. Water will be used for the following purposes:

Amount .06 CFS for 2 domestic purposes from Jan 1 to Dec 31 (both dates inclusive)
(cfs or acre-feet per year)

Amount .04 CFS for Commercial 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)

5. Total quantity to be appropriated is (a) .10 cubic feet per second (cfs) and/or (b) _____ acre-feet per year (af).

6. Proposed diverting works:

a. Describe type and size of devices used to divert water from the source. Plumb in Part of 98-2086A
and B 2in steel pipe thru concrete dam

b. Height of storage dam 3' feet; active reservoir capacity _____ acre-feet; total reservoir capacity 500 gallons 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 NA 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? NA; 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. NA

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

c. Municipal; show name of municipality or the applicant's qualifications as a municipal provider. NA

d. Domestic; show number of households 2

e. Other; describe fully. Commercial use ~~water~~ watering-misting of trees for packing
Restroom for employee

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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.
- 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	
8	62N	2																	
61N	2E	8																	
61N	2E	8																	

Total number of acres to be irrigated: 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? Yes

water for same purposes can be used from well during low flow periods

10. a. Who owns the property at the point of diversion? R Farnsworth
- b. Who owns the land to be irrigated or place of use? Clifty View Nursery
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: Ken Erickson (owner of land well) assigned water right and easement across Farnsworth property

11. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. Attach to current buried 2in water line with one inch plastic line to packing shed and two housing cabins.

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

13. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8 1/2" 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.

Lonnie E. Merrifield Pres

Signature of Applicant

Lonnie E. Merrifield

Print Name (and title, if applicable)

President

Signature of Applicant

Print Name (and title, if applicable)

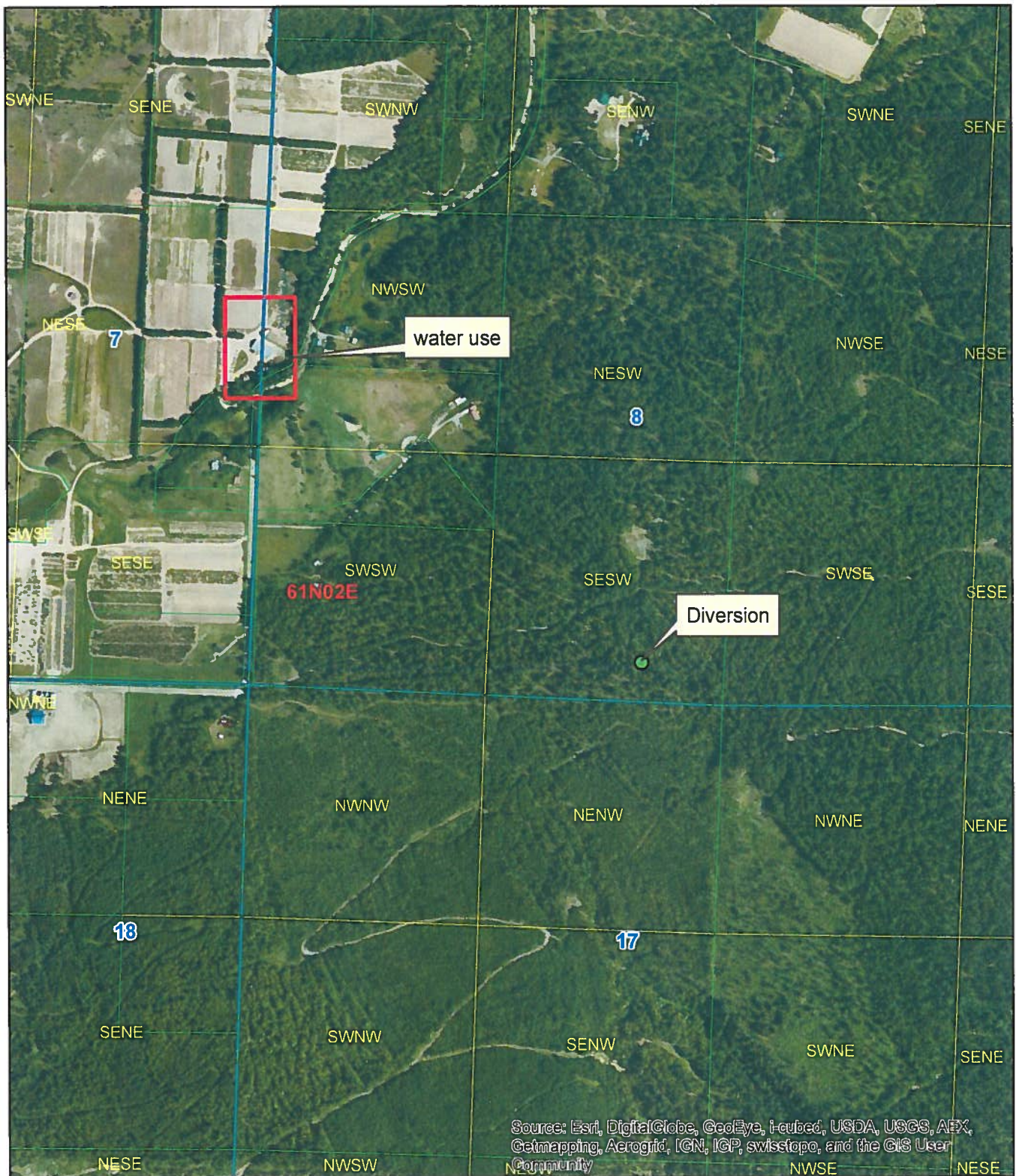
For Department Use:

Received by db Date 9/18/13 Time _____ Preliminary check by _____

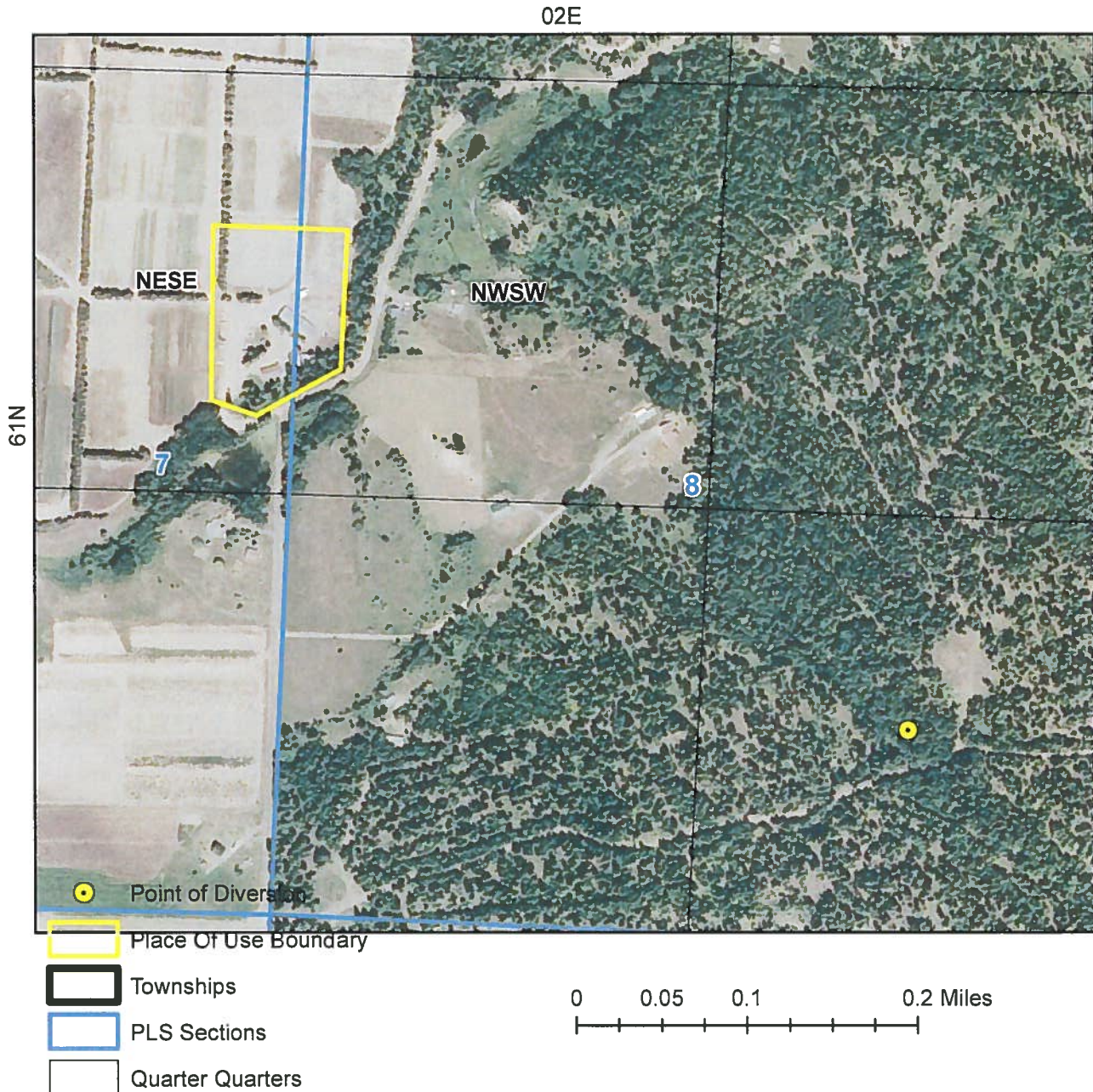
Fee \$ 100.00 Received by db Receipt No. N030131 Date 9/18/13

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State of Idaho
Department of Water Resources
Application For Permit
98-7931



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A north arrow pointing upwards, with the letter 'N' positioned below the arrowhead.

CONTRACT FOR REAL ESTATE

IN CONSIDERATION of the following mutual covenants and agreements. Glen Erickson and Jacquelyn Erickson the Seller, hereby agree to sell and convey unto the Buyer, Lonnie Merrifield and Donna Merrifield and the Buyer agrees to purchase the below described real estate from the Seller for the PURCHASE PRICE OF \$300,000.00.

Real Estate included in this contract is described as:

- (1) The Northeast Quarter of Section 7, Township 61 North, Range 2 East.
Less: The East half of Southeast Quarter of the Northeast Quarter and that portion lying West of the centerline of Cow Creek, estimated to be 133 acres, more or less.
- (2) That portion of the East half of the Northwest Quarter of Section 7, Township 61 North, Range 2 East lying East of the centerline of Cow Creek (estimated at thirty acres, more or less.
- (3) The East half of the Southwest Quarter of Section 7, Township 61 North, Range 2 East less the S2, SW 4, SE 4 of SW 4 and S2, N2, SW4, SE4 of SW 4, estimated to be 72.5 acres, more or less.
- (4) That portion of the Southeast Quarter of Section 7, Township 61 North, Range 2 East. Less real estate previously sold to Clifty View Nursery, Inc. as recorded in survey dated 1-2-1992. This is estimated to be 66.8 acres, more or less.
- (5) Irrigation complex associated with above lands.

Buyer has paid down on the execution of this contract the SUM of \$1000.00, which sum is hereby acknowledged received by the Sellers, leaving an UNPAID BALANCE OF \$ 299,000 which said balance shall be paid as follows:

The variable sum of \$ 25,000-\$ 37,500 (min.-max.) between January 10, 1996 and January 15, 1996 and, thereafter annually until balance is paid in full. No prepayment shall be allowed without penalty. In the event of prepayment buyer guarantees to pay seller the full amount of the purchase price and interest for the full 15 year contract amortization period (1995- 2010). Interest rate shall be Nine (9%) percent per annum and shall be compounded annually from closing date. Possession of the above-described property shall be given to buyer at Closing.

TAXES:

Seller shall pay all taxes and assessments for the years prior to 1995. Seller and Buyer agree that all taxes and assessments for the year 1995 shall be equally shared and for the years following 1995 shall be the responsibility of the Buyer.

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Buyer agrees to pay all taxes after said date and failure to promptly pay taxes shall constitute default of the agreement. Seller will convey merchantable title to Buyer by Quitclaim Deed upon performance of this contract by the Buyer.

SPECIAL PROVISIONS AND CONDITIONS;

- (1.) Seller will promptly proceed in the transfer of associated water, irrigation, water storage rights and/or permits and two Cabinet domestic use memberships.
- (2) Seller will assign irrigation right of way and/or easement across Farnsworth property to Buyers and Clifty View Nursery, Inc.
- (3) Seller to retain reasonable right of access across land sold to buyer from County road to existing culvert under road at Cow Creek, which borders sellers land lying West of Cow Creek, for purposes of timber management and recreation use. The width of road access shall be 24 feet. The Seller retains right to maintain said access in usable conditions at all times. Seller retains right to excavate the hillside on the East side of the Cow Creek culvert for purpose of enlarging road fill over the creek. Seller retains right to lengthen and use the Cow Creek Culvert as a water holding area and as a water pumping station. Buyer concedes priority rights to seller with regard to obtaining future water rights from Cow Creek. Buyer agrees not to impede in any way the sellers exercise of said priority rights. This road may be gated but not locked without the consent of buyer and sellers.
- (4) Seller retains 20 foot access centered over basement draining system running from the Northwest corner of Sellers house Northwesterly to Erickson constructed Lake. Said access is for the purpose of maintance of drain line as a year-round drainage system. Buyer agrees to fully cooperate with seller in that buyer assumes responsibility for non interference with the functioning of the system.
- (5) Recreation rights to be retained on this property (overall) by Erickson family and friends indefinitely. Erickson Family and friends assume their own risk and/or liability with regard thereto, Said rights can be cancelled by mutual written consent of Buyers and Sellers.
- (6) Buyer has the right to transfer this Contract in its entire state at any point in time.
- (7) Seller shall receive full CRP benefits for year 1995.
- (8) Seller has the right to remove timber already cut prior to closing date thru December 1995.
- (9) Seller has the right to remove fire wood cut prior to closing date thru December 1996.

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- (10) Seller transfers to buyer and buyer accepts brush monies and liabilities associated with logging activities carried out 1993-1994 and 1994-1995 prior to closing date. Buyer and seller herein agree to reduce slash to Idaho Department of Land standards by 1996.
- (11) Seller retains right of irrigation hook-up for 10 acres in Section 18. Hookup point shall be guaranteed by buyer at the North end of the county road culvert lying approximately 200 feet Northeast of sellers hay shed. Seller to retain the ownership of sufficient irrigation pipe to adequately service the ten acres of irrigation in Section 18:
- (12) Seller hereby transfers to buyer all future liabilities possessed by seller as pertaining to the entire irrigation, pond and dam complex.

ASSOCIATED LIEN;

It is herein understood by seller and buyer that property in attached Exhibit A including real property and crops thereon are granted by buyer to seller as a secured lien to ensure full payment of this contract. All such shall be deeded forthwith from Buyer to Seller by Quit Claim Deed held in escrow in the event of default by Buyer.

REMEDIES:

It is mutually understood and agreed between the parties as follows:

- (1) Time is of the essence. Waiver of time or performance must be in writing.
- (2) In the event of suit or action brought to enforce any provision of this contract, attorney fees and costs shall be awarded to the prevailing party.
- (3) That the contract shall be specifically enforceable by the Seller or Buyer.
- (4) If the Buyer fails to perform any provisions, including payment of this Contract, the Seller, after giving written notice through the escrow agent by the Buyer, Seller may declare this contract forfeited and keep all payment made as rent, unless within thirty (30) days after the mailing of such notice the Buyer has cured such defect or delinquencies. If Buyer fails to cure or correct any defect or delinquencies within 30-day period, Seller may immediately retake possession of said property and keep any payments made under this contract as reasonable rental value of the premises.
- (5) Any payment made later than thirty (30) days after its due date shall constitute this contract being in default.

This Real Estate Contract shall bind and ensure to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

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

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Glen Erickson

Glen Erickson

Jacquelyn B. Erickson by Glen Erickson attorney in fact

Jacquelyn Erickson

Lon Merrifield

Lon Merrifield

Donna Merrifield

Donna Merrifield

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STATE OF IDAHO)
)ss
COUNTY OF BOUNDARY)

On this 13th day of July, 1995, before me, the undersigned Notary Public, personally appeared GLEN J. ERICKSON, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Shaylene Delaney
Notary Public for Idaho
Residing at Bonners Ferry
Commission Expires: 10/7/97

STATE OF IDAHO)
)ss
COUNTY OF BOUNDARY)

On this 13th day of July, 1995, before me, the undersigned Notary Public, personally appeared LON MERRIFIELD AND DONNA MERRIFIELD, know or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Shaylene Delaney
Notary Public for Idaho
Residing at Bonners Ferry
Commission Expires: 10/7/97

STATE OF IDAHO)
)ss
COUNTY OF BOUNDARY)

On this 13th day of July, 1995, before me, the undersigned Notary Public, personally appeared GLEN J. ERICKSON, known or identified to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of JACQUELINE B. ERICKSON, and acknowledged to me that he subscribed the name of JACQUELINE B. ERICKSON thereto as principal and his own name as attorney-in-fact.

Shaylene Delaney
Notary Public for Idaho
Residing at Bonners Ferry
Commission Expires: 10/7/97



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 9, 2013

CLIFTY VIEW NURSERY INC
312 CLIFTY VIEW RD
BONNERS FERRY, ID 83805

Application For Permit No. 98-7931

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 BONNERS FERRY HERALD on 10/17/2013 and 10/24/2013. 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 blue ink that reads "Keith C. Franklin". The signature is written in a cursive style with a large, stylized 'K' and 'F'.

KEITH FRANKLIN
Program Manager

Cooley-Denney, Suzy

From: Cooley-Denney, Suzy
Sent: Wednesday, October 09, 2013 8:19 AM
To: 'bfhlegals@bonnersferryherald.com'
Subject: Applications for Permit Nos. 96-9517, 98-7925, 98-7927, 98-7930, 98-7931
Attachments: Legal Notice (96-9517 98-7925 98-7927 98-7930 98-7931) (2).doc

Bonnors Ferry Herald ~

Please publish the attached legal notice on the dates indicated, October 17 and 24, 2013, (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact me immediately. I would appreciate being sent a proof/preview copy for my review before this goes to press.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to Dianne Ball, Idaho Department of Water Resources, 7600 N. Mineral Drive, Suite 100, Coeur d'Alene, Idaho 83815, before November 8, 2013. Your cooperation is greatly appreciated.

Should you have any questions, please do not hesitate to contact me.

~ Suzy

Suzy Cooley-Denney, Paralegal
Office of the Attorney General
Idaho Department of Water Resources
7600 N. Mineral Drive, Suite 100
Coeur d'Alene, ID 83815
suzy.cooley-denney@ldwr.idaho.gov
(208) 762-2811 (T)
(208) 762-2819 (F)

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

96-9517

VERN SEVERTSON
SHARON SEVERTSON

6960 MT CARROL ST
DALTON GARDENS, ID 83815

Point of Diversion NESE S21 T60N R02W

BOUNDARY County

Source PACK RIVER Tributary LAKE PEND OREILLE

Use: DIVERSION TO STORAGE	01/01 to 12/31	0.2 CFS
Use: IRRIGATION	04/01 to 10/31	0.09 CFS
Use: IRRIGATION FROM STORAGE	04/01 to 10/31	9 AF
Use: IRRIGATION STORAGE	01/01 to 12/31 1	1.6 AF
Use: WILDLIFE STORAGE	01/01 to 12/31	2.6 AF
Total Diversion:		0.2 CFS 11.6 AF

Date Filed: 6/10/2013

Place Of Use: IRRIGATION STORAGE, IRRIGATION FROM STORAGE, WILDLIFE AND IRRIGATION
T60N R02W S21 NESE

Total Acres: 3

98-7925

YOUNG LIVING FARMS

PO BOX 362
NAPLES, ID 83847

Point of Diversion SWSE S3 T60N R01W

BOUNDARY County

Source UNNAMED STREAM Tributary FALL CREEK

Use: COOLING	12/01 to 03/31	0.11 CFS
Use: COOLING FROM STORAGE	12/01 to 03/31	30 AF
Use: COOLING STORAGE	01/01 to 12/31	58.7 AF
Use: FIRE PROTECTION STORAGE	01/01 to 12/31	28.7 AF
Total Diversion:		0.11 CFS 58.7 AF

Date Filed: 6/14/2013

Place Of Use: COOLING STORAGE AND FIRE PROTECTION STORAGE

T60N R01W S3 SWSE SESE

Place Of Use: COOLING FROM STORAGE AND COOLING

T60N R01W S3 SWSE

98-7927

DEER PARK RANCH LLC

357 LAURAL LN
NAPLES, ID 83847

Point of Diversion SESE S25 T61N R01W

BOUNDARY County

Source DEEP CREEK Tributary KOOTENAI RIVER

Point of Diversion SWSE S25 T61N R01W

BOUNDARY County

Source DEEP CREEK Tributary KOOTENAI RIVER

Use: FIRE PROTECTION STORAGE	01/01 to 12/31	6.2 AF
Use: IRRIGATION	04/01 to 10/31	0.2 CFS
Use: IRRIGATION FROM STORAGE	04/01 to 10/31	0.2 CFS
Use: IRRIGATION STORAGE	04/01 to 10/31	36.2 AF
Total Diversion:		0.2 CFS

Date Filed: 8/28/2013

Place Of Use: IRRIGATION AND IRRIGATION FROM STORAGE

T61N R01E S30 NWSW SWSW

T61N R01W S25 NESE SESE

Total Acres: 10

Place Of Use: IRRIGATION STORAGE AND FIRE PROTECTION STORAGE

T61N R01E S25 NESE

98-7930

DELTON ISAAC

TRACIE ISSAC

427 BALDY MOUNTAIN RD

MOYIE SPRINGS, ID 83845

Point of Diversion NWNWSE S9 T62N R02E

BOUNDARY County

Source SPRING Tributary SINKS

Point of Diversion NWNESW S9 T62N R02E

BOUNDARY County

Source SPRING Tributary SINKS

Use: DOMESTIC 01/01 to 12/31 0.04 CFS

Use: IRRIGATION 03/15 to 11/15 0.03 CFS

Use: STOCKWATER 01/01 to 12/31 0.02 CFS

Total Diversion: 0.09 CFS

Date Filed: 9/9/2013

Place Of Use: DOMESTIC and STOCKWATER

T62N R02E S9 NESW

Place Of Use: IRRIGATION

T62N R02E S9 NESW

Total Acres: 1

98-7931

CLIFTY VIEW NURSERY INC

312 CLIFTY VIEW RD

BONNERS FERRY, ID 83805

Point of Diversion SESW S8 T61N R02E

BOUNDARY County

Source UNNAMED STREAM Tributary COW CREEK

Use: COMMERCIAL 01/01 to 12/31 0.04 CFS

Use: DOMESTIC 01/01 to 12/31 0.06 CFS

Total Diversion: 0.1 CFS

Date Filed: 9/18/2013

Place Of Use: DOMESTIC and COMMERCIAL

T61N R02E S7 NESE

T61N R02E S8 NWSW

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 Mineral Drive, Suite 100, Coeur D' Alene ID 83815 together with a protest fee of \$25.00 for each application on or before 11/4/2013. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 10/17/2013 and 10/24/2013

Cooley-Denney, Suzy

From: Cooley-Denney, Suzy
Sent: Thursday, October 03, 2013 3:06 PM
To: 'mary.terra-berns@idfg.idaho.gov'
Subject: Application for Permit No. 98-7931 (Clifty View Nursery Inc.)
Attachments: 98-7931.pdf

Mary ~

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 attached for your reference.

Scheduling for publication in the Bonners Ferry Herald on October 17 and 24, 2013 with November 4, 2013 being the 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 this office if you have any questions regarding this application.

~ Suzy