

RECEIVED

SEP 30 2011

77592

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

RECEIVED
Ident. No. 85-15740
NOV - 1 2011
IDWR/NORTHERN

IDWR / NORTH

1. Name of applicant(s) Darrow, Sue, LEO Phone 208-743-5530
Name connector (check one): ☒ and ☐ or ☐ and/or
Mailing address: 39049 FORSMAN LN. City LEWISTON
State ID. Zip 83501 Email: SDARROW@CLEARWATERCU.ORG.
2. Source of water supply GROUNDWATER which is a tributary of _____
3. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
33N	04W	4			SE	SE	Nez Perce	Ground water	

4. Water will be used for the following purposes:

Amount 0.04 cfs 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)

5. Total quantity to be appropriated is (a) 0.04 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. 3 HP ELECTRIC WATER PUMP
(DEEP WELL)

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 8" inches; proposed depth of well is 860 feet.

d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☒ No

e. If well is already drilled, when? 8-16-1982 drilling firm DEE TRAY DRILLING, 1036 15TH ST., CLARKSTON, WA
Well was drilled for (well owner) CARLA KOEGEN ^(NEW) / ^{ORIGINAL} PERRY HEINECKE; Drilling Permit No. 85-

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

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

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

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

d. Domestic; show number of households 1 (ONE)

e. Other; describe fully. _____

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	
33N	04W	4																D	

Total number of acres to be irrigated: 0

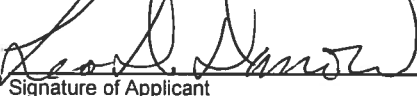
9. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping? N/A

10. a. Who owns the property at the point of diversion? CARLA KOEGEN
- b. Who owns the land to be irrigated or place of use? SUE A. DARROW AND LEO D. DARROW
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: N/A

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

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 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.

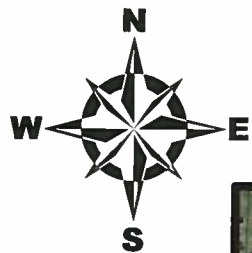
The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.


 Signature of Applicant
Leo D. Darrow
 Print Name (and title, if applicable)

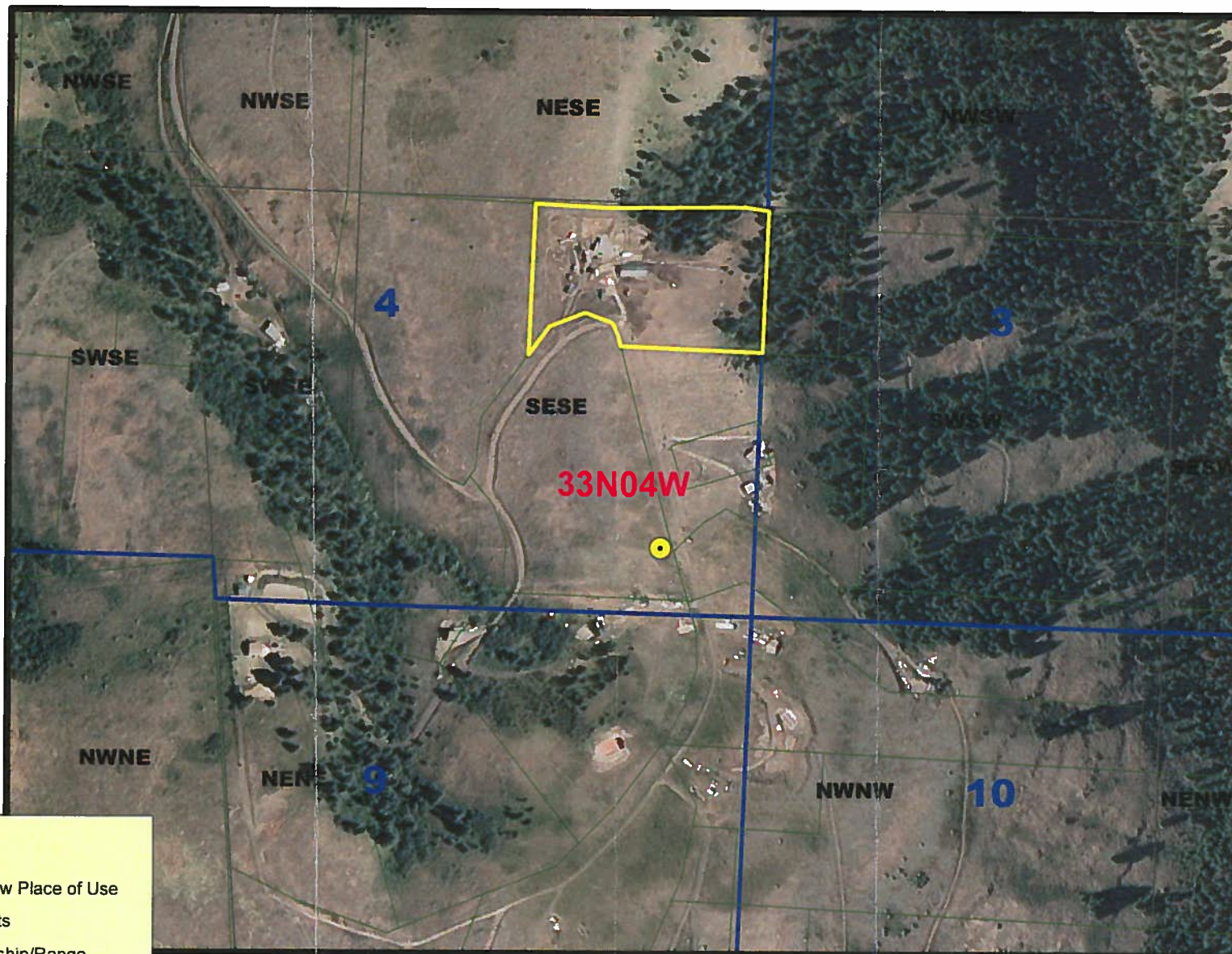

 Signature of Applicant
SUE A. DARROW
 Print Name (and title, if applicable)

For Department Use:

Received by cm Date 11-1-11 Time _____ Preliminary check by _____
 Fee \$ 100.00 Received by cm Receipt No. N028421 Date 11-1-11



Application for Permit - Location map

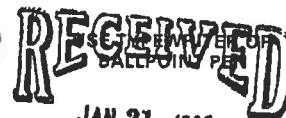


Legend

- Darrow Place of Use
- Taxlots
- Township/Range
- Sections
- QQ
- Point of Diversion

1,320 660 0 Feet

2009 Aerial Photography



WELL DRILLER'S REPORT

State law requires that this report be filed with the Director, Department of Water Resources
within 30 days after the completion or abandonment of the well.

JAN 21 1985

1. WELL OWNER Name <u>PERRY HEINECKE</u> Address <u>1706-13th LEWISTON ID</u> Owner's Permit No. <u>85-82-N-9</u>	7. WATER LEVEL Static water level <u>635</u> feet below land surface. Flowing? ☐ Yes ☒ No G.P.M. flow <u>35</u> Artesian closed-in pressure _____ p.s.i. Controlled by: ☐ Valve ☐ Cap ☐ Plug Temperature <u>60</u> °F. Quality <u>Good</u> Describe artesian or temperature zones below.																																																																																																																																																																																																																		
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4. METHOD DRILLED ☐ Rotary ☒ Air ☐ Hydraulic ☐ Reverse rotary ☐ Cable ☐ Dug ☐ Other _____	10. Work started <u>7/29/82</u> finished <u>8/16/82</u>																																																																																																																																																																																																																		
5. WELL CONSTRUCTION Casing schedule: ☒ Steel ☐ Concrete ☐ Other _____ <table border="1"><thead><tr><th>Thickness</th><th>Diameter</th><th>From</th><th>To</th></tr></thead><tbody><tr><td>_____ inches</td><td>_____ inches</td><td>_____ feet</td><td>_____ feet</td></tr><tr><td>_____ inches</td><td>_____ inches</td><td>_____ feet</td><td>_____ feet</td></tr><tr><td>_____ inches</td><td>_____ inches</td><td>_____ feet</td><td>_____ feet</td></tr><tr><td>_____ inches</td><td>_____ inches</td><td>_____ feet</td><td>_____ feet</td></tr></tbody></table> Was casing drive shoe used? ☒ Yes ☐ No Was a packer or seal used? ☒ Yes ☐ No Perforated? ☐ Yes ☒ No How perforated? ☐ Factory ☐ Knife ☐ Torch Size of perforation _____ inches by _____ inches Number _____ From _____ To _____ _____ perforations _____ feet _____ feet _____ perforations _____ feet _____ feet _____ perforations _____ feet _____ feet Well screen installed? ☐ Yes ☒ No Manufacturer's name _____ Type _____ Model No. _____ Diameter _____ Slot size _____ Set from _____ feet to _____ feet Diameter _____ Slot size _____ Set from _____ feet to _____ feet Gravel packed? ☐ Yes ☐ No ☐ Size of gravel _____ Placed from _____ feet to _____ feet Surface seal depth _____ Material used in seal: ☒ Cement grout ☒ Bentonite ☐ Puddling clay ☐ _____ Sealing procedure used: ☐ Slurry plt ☐ Temp. surface casing ☐ Overbore to seal depth Method of joining casing: ☐ Threaded ☒ Welded ☐ Solvent Weld ☐ Cemented between strata Describe access port _____	Thickness	Diameter	From	To	_____ inches	_____ inches	_____ feet	_____ feet	_____ inches	_____ inches	_____ feet	_____ feet	_____ inches	_____ inches	_____ feet	_____ feet	_____ inches	_____ inches	_____ feet	_____ feet																																																																																																																																																																																															
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6. LOCATION OF WELL Sketch map location must agree with written location. Subdivision Name _____ Lot No. _____ Block No. _____ County <u>NEZ PERCE</u> SE 1/4 SE 1/4 Sec. <u>4</u> T. <u>33</u> N. R. <u>4</u> W8M E4M	11. DRILLERS CERTIFICATION <u>al</u> I/We certify that all minimum well construction standards were complied with at the time the rig was removed. Firm Name <u>DE TRAY DAILING</u> Firm No. <u>150</u> Address <u>1036-15th St</u> Date <u>12/27/84</u> <u>CLARKSTON, WA</u> Signed by (Firm Official) <u>W. R. De Tray</u> and (Operator) <u>Scott P. Day</u>																																																																																																																																																																																																																		



WELL DRILLER'S REPORT

State law requires that this report be filed with the Director, Department of Water Resources within 30 days after the completion or abandonment of the well.

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2. NATURE OF WORK ☐ New well ☐ Deepened ☐ Replacement ☐ Abandoned (describe abandonment procedures such as materials, plug depths, etc. in lithologic log)	8. WELL TEST DATA ☐ Pump ☐ Baller ☐ Air ☐ Other _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Discharge G.P.M.</th> <th>Pumping Level</th> <th>Hours Pumped</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	Discharge G.P.M.	Pumping Level	Hours Pumped																																																																			
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3. PROPOSED USE ☐ Domestic ☐ Irrigation ☐ Test ☐ Municipal ☐ Industrial ☐ Stock ☐ Waste Disposal or Injection ☐ Other _____ (specify type)	9. LITHOLOGIC LOG <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Bore Diam.</th> <th colspan="2">Depth</th> <th rowspan="2">Material</th> <th colspan="2">Water</th> </tr> <tr> <th>From</th> <th>To</th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>8</td> <td>640</td> <td>650</td> <td>BLUE BASALT MED.</td> <td> </td> <td> </td> </tr> <tr> <td>8</td> <td>650</td> <td>665</td> <td>RED INTERBED</td> <td> </td> <td> </td> </tr> <tr> <td>8</td> <td>665</td> <td>670</td> <td>DIRTY BASALT</td> <td> </td> <td> </td> </tr> <tr> <td>8</td> <td>670</td> <td>680</td> <td>BKN INTERBED-LIGHT</td> <td> </td> <td> </td> </tr> <tr> <td>8</td> <td>680</td> <td>705</td> <td>DIRTY BASALT</td> <td> </td> <td> </td> </tr> <tr> <td>8</td> <td>705</td> <td>720</td> <td>BLUE BASALT FR.</td> <td> </td> <td> </td> </tr> <tr> <td>8</td> <td>720</td> <td>740</td> <td>RED & BLUE INTERBED</td> <td> </td> <td> </td> </tr> <tr> <td>8</td> <td>740</td> <td>790</td> <td>BLUE BASALT FR.</td> <td> </td> <td> </td> </tr> <tr> <td>8</td> <td>790</td> <td>820</td> <td>BLUE BASALT</td> <td> </td> <td> </td> </tr> <tr> <td>8</td> <td>820</td> <td>860</td> <td>RED INTERBED</td> <td> </td> <td> </td> </tr> </tbody> </table>	Bore Diam.	Depth		Material	Water		From	To	Yes	No	8	640	650	BLUE BASALT MED.			8	650	665	RED INTERBED			8	665	670	DIRTY BASALT			8	670	680	BKN INTERBED-LIGHT			8	680	705	DIRTY BASALT			8	705	720	BLUE BASALT FR.			8	720	740	RED & BLUE INTERBED			8	740	790	BLUE BASALT FR.			8	790	820	BLUE BASALT			8	820	860	RED INTERBED		
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4. METHOD DRILLED ☐ Rotary ☐ Air ☐ Hydraulic ☐ Reverse rotary ☐ Cable ☐ Dug ☐ Other _____	10. DRILLERS CERTIFICATION I/We certify that all minimum well construction standards were complied with at the time the rig was removed. Firm Name _____ Firm No. <u>150</u> Address _____ Date _____ Signed by (Firm Official) _____ and (Operator) _____																																																																						
5. WELL CONSTRUCTION Casing schedule: ☐ Steel ☐ Concrete ☐ Other _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Thickness</th> <th>Diameter</th> <th>From</th> <th>To</th> </tr> </thead> <tbody> <tr> <td>_____ inches</td> <td>_____ inches</td> <td>_____ feet</td> <td>_____ feet</td> </tr> <tr> <td>_____ inches</td> <td>_____ inches</td> <td>_____ feet</td> <td>_____ feet</td> </tr> <tr> <td>_____ inches</td> <td>_____ inches</td> <td>_____ feet</td> <td>_____ feet</td> </tr> <tr> <td>_____ inches</td> <td>_____ inches</td> <td>_____ feet</td> <td>_____ feet</td> </tr> </tbody> </table> Was casing drive shoe used? ☐ Yes ☐ No Was a packer or seal used? ☐ Yes ☐ No Perforated? ☐ Yes ☐ No How perforated? ☐ Factory ☐ Knife ☐ Torch Size of perforation _____ inches by _____ inches <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Number</th> <th>From</th> <th>To</th> </tr> </thead> <tbody> <tr> <td>_____ perforations</td> <td>_____ feet</td> <td>_____ feet</td> </tr> <tr> <td>_____ perforations</td> <td>_____ feet</td> <td>_____ feet</td> </tr> <tr> <td>_____ perforations</td> <td>_____ feet</td> <td>_____ feet</td> </tr> </tbody> </table> Well screen installed? ☐ Yes ☐ No Manufacturer's name _____ Type _____ Model No. _____ Diameter _____ Slot size _____ Set from _____ feet to _____ feet Diameter _____ Slot size _____ Set from _____ feet to _____ feet Gravel packed? ☐ Yes ☐ No ☐ Size of gravel _____ Placed from _____ feet to _____ feet Surface seal depth _____ Material used in seal: ☐ Cement grout ☐ Bentonite ☐ Pudding clay ☐ _____ Sealing procedure used: ☐ Slurry pit ☐ Temp. surface casing ☐ Overbore to seal depth Method of joining casing: ☐ Threaded ☐ Welded ☐ Solvent Weld ☐ Cemented between strata Describe access port _____	Thickness	Diameter	From	To	_____ inches	_____ inches	_____ feet	_____ feet	_____ inches	_____ inches	_____ feet	_____ feet	_____ inches	_____ inches	_____ feet	_____ feet	_____ inches	_____ inches	_____ feet	_____ feet	Number	From	To	_____ perforations	_____ feet	_____ feet	_____ perforations	_____ feet	_____ feet	_____ perforations	_____ feet	_____ feet	11. LOCATION OF WELL Sketch map location must agree with written location. Subdivision Name _____ Lot No. _____ Block No. _____ County _____ <u>SE</u> 1/4 <u>SE</u> 1/4 Sec. <u>4</u> , T. <u>33</u> N., R. <u>4</u> E (W)																																						
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USE ADDITIONAL SHEETS IF NECESSARY - FORWARD THE WHITE COPY TO THE DEPARTMENT

504559

SWEETWATER CREEK WATER USERS ASSOCIATION

Copy

THIS AGREEMENT, Made and entered into this 21st day of October, 1986, by and between PAUL T. CLARK and LaROSE CLARK, husband and wife, and PERRY R. HEINECKE and WENDY HEINECKE, husband and wife, hereinafter referred to as "Owners," who state their current address to be P. O. Box 1022, Lewiston, Idaho 83501, and GERALD D. AND CARMEN C. GRUELL, husband and wife, who state their current address to be 1400 B Forsman Rd, hereinafter referred to as "Users,"

WITNESSETH, That

WHEREAS, Owners have heretofore drilled a well for water on the following described parcel of property situate in Nez Perce County, State of Idaho, and more particularly described as follows, to-wit:

A parcel of land located in the NE $\frac{1}{4}$ of Section 9, and the SE $\frac{1}{4}$ of Section 4, Township 33 North, Range 4 W.B.M. described as follows:

Commencing at the Southeast corner of said Section 4; thence S. 71°35'57" W. 197.56 feet to the Point of Beginning; thence S. 89°48'31" W. 619.50 feet to a point on the centerline of a 50.00 foot wide access easement; thence along said centerline N. 34°05'56" E. 44.92 feet; thence N. 2°20'24" E. 127.47 feet; thence N. 22°24'01" W. 123.76 feet; thence N. 41°51'29" W. 121.68 feet to a point of intersection with the centerline of a 60.00 foot wide access easement; thence along said centerline N. 32°43'20" E. 27.57 feet; thence N. 4°00'51" E. 167.06 feet; thence N. 33°55'51" E. 366.70 feet; thence N. 65°35'26" E. 123.93 feet; thence S. 72°04'36" E. 92.45 feet; thence S. 26°15'27" E. 60.11 feet; thence S. 15°48'22" E. 337.61 feet; thence S. 17°58'39" E. 373.36 feet; thence S. 18°54'51" E. 159.11 feet to the Point of Beginning. Containing 9.79 acres.

and,

WHEREAS, GERALD D. & CARMEN C. GRUELL, husband and wife, are owners of the following described property situate in the County of Nez Perce, State of Idaho, and more particularly described as follows, to-wit:

(DESCRIPTION)

EXHIBIT "A"

and

WHEREAS, Users are desirous of having the right to use water from the above described well under the terms and conditions hereinafter set forth, and

WHEREAS, the parties to this agreement desire to create a non-profit water users association for the common use of the water well above described,

NOW, THEREFORE, for good and valuable consideration it is agreed as follows:

I.

The Owners to this agreement shall convey to the Association the membership for each User. Each membership shall entitle the User to tap the common water supply to supply water to the above parcel of real property hereinabove described. User shall be allotted one membership.

II.

The Owners shall be responsible for the original cost of drilling of said well, placing the original pump and main distribution lines for a domestic water system which shall supply water from the said well to a boundary of the Users property at a location to be selected by Owners.

III.

That if any one desires to supply water to a parcel other than the parcel specified above, the Owners may, if they so desire, issue a membership to that person, which membership shall authorize the person to tap the water supply of the Association. The newcomer shall pay his own expense in tapping the existing water supply and such membership fee as shall be assessed by the Owners and additional membership with all rights and obligations as herein established.

IV.

The Owners by execution of this agreement hereby convey to the Association the well above described and the water supply system accompanying it. The Owners shall convey to the Association the right to use such well and all future water rights and permits for its use.

V.

Each User shall, prior to using any water from said system, install at the User's own expense a storage facility to hold 1,000 gallons of water, which said storage system facility shall be installed on User's real property.

VI.

Operation, maintenance costs, expenses and the maintenance and repair of the main water line shall be on a pro-rata basis among the users thereto, each member paying the pro-rata expense based upon that users proportionate use of said water system. Upon majority vote of users each user shall at their own expense have a water flow meter to accurately compute or calculate the amount of water used by each such user and each user to pay unto the Association for operational costs and expenses and repair the proportionate share of use of said water system. Such costs and expenses as well as the percentage of use shall be determined on a calendar year basis.

VII.

The Association shall be governed by majority vote and each year the Association shall elect a secretary. The secretary shall manage the Association, shall insure that all appropriate water permits are obtained and shall insure that state regulations are complied with, shall compile books and accounting ledgers for receipts and expenditures and shall see that each user is billed for and pays for his ratable share of expenses.

VIII.

The managerial powers of the secretary shall extend only to the daily operation of the Association. Decisions affecting the existence of the Association, membership to the Association and extra-ordinary expenses or fees borne by the Association shall be decided by a majority vote of the users, subject to Owners' right to expand said system and add members as herein provided.

IX.

The water used by the Association shall be used for household domestic use only and not for irrigation or any other use without the express consent of the Association.

X.

Membership, and any portion of membership in the Association, and all rights and duties of membership shall be appurtenant to and run with the land and cannot be held separate from the land.

XI.

Users shall not allow the water supply to become affected by any garbage dump, livestock, waste or other noxious or harmful pollutant.

XII.

All monies due the Association shall, if unpaid, become a lien on any herein described property owned by the user in default. Should any User fail to pay any monies due or fail to comply with any provision of this agreement the secretary shall on his own accord, or at the request of any user serve the defaulting user with written notice of non-compliance. Service shall be accomplished by placing the notice properly addressed, postage prepaid, in the United States Mails. Service shall specify with particularity the default in question and inform the defaulting user that the default must be corrected within thirty (30) days from receipt of service. Should the default remain uncorrected at the lapse of the specified time, the secretary shall inquire of the non-defaulting users whether sanctions should be imposed. Upon majority vote of the non-defaulting users the Association may either discontinue water service to the user or enforce any lien created by this agreement, or both or may pursue any other legal remedy available to the Association. The secretary shall serve written notice on the defaulting user of the decision of the Association and shall carry out such sanctions as approved by the non-defaulting users. Should the Association choose to enforce a lien as hereinabove provided, such

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enforcement shall be at a commercially reasonable public sale of the property. Any excess funds received from the sale, after retaining the amount of the lien and reasonable expenses of sale, including brokerage fees, if any, shall be returned to the defaulting user. Should the receipts of the sale be insufficient to satisfy the lien, any deficiency shall remain due and payable to the Association, and the Association may collect the deficiency of any other legally recognized means.

XIII.

It is understood by the Users that Owners may sell parcels of property located near the above described property owned by Users, it being the intent of the Owners that new purchasers of property may be given the right to hook into, and become members of this Association so long as the maximum number of users does not exceed nine (9).

In the event Owners change their intent and elect to expand the number of Users to this Association in excess of nine (9) users, then Owners shall be given the right to develop said water system to a number in excess of nine (9); PROVIDED, Owners shall have the responsibility of comply with all applicable rules and regulations that may be imposed by the State of Idaho, including any additional development fees that may be incurred with respect to pumps, storage facilities and the like.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first hereinabove written.

INST. NO. 504559
FILED FOR RECORD

FEE 12.00 REG. BY *Gerald D. Duell*

1996 OCT 23 AM 11:56

DEENA CROOKS
RECORDS & REG. PENCE CO. ID.

[Signature] DEPUTY
[Signature]

1400 Irisman Rd.
Lauriston, OH.
8354

[Signature]
Paul T. Clark

[Signature]
LaRose Clark

[Signature]
Perry R. Heinecke

[Signature]
Wendy Heinecke

OWNERS

Gerald D. Gruell

Carmen C. Gruell

USERS

STATE OF IDAHO)
) ss.
County of Nez Perce)

On this 21st day of OCTOBER, 1986, before me, the undersigned, a Notary Public in and for said state, personally appeared PAUL T. CLARK and LaROSE CLARK, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Andrew C. Judd
Notary Public for the State of Idaho
Residing at Lewiston therein.

STATE OF IDAHO)
) ss.
County of Nez Perce)

On this 21st day of October, 1986, before me, the undersigned, a Notary Public in and for said state, personally appeared PERRY R. HEINECKE and WENDY HEINECKE, husband and wife, known to me to be the persons who executed the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Andrew C. Judd
Notary Public for the State of Idaho
Residing at Lewiston therein.

STATE OF IDAHO)
) ss.
County of Nez Perce)

On this 21st day of October, 1986, before me, the undersigned, a Notary Public in and for said state, personally appeared GERALD D. GRUELL and CARMEN C. GRUELL, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Andrew C. Judd
Notary Public for the State of Idaho
Residing at Lewiston therein.

STATE OF IDAHO)
COUNTY OF NEZ PERCE) ss.

I hereby certify that the foregoing instrument is a full, true and correct copy of the original on file in the office of the undersigned Clerk of the District Court and Ex-Officio Auditor & Recorder in Misc # 504559

PATTY O. WEEKS

Clerk of the District Court and
Ex-Officio Auditor & Recorder,
Nez Perce County, Idaho



By Brooke

SWEETWATER CREEK WATER USERS ASSOCIATION

THIS AGREEMENT, Made and entered into this 19th day of February, 2010, by and between the following landowners:

Leo & Sue Darrow
39049 Forsman Lane
Lewiston, ID 83501

Pauline "Polly" Benson
39163 Forsman Lane
Lewiston, ID 83501

Bovil "Butch" & Kathy Smith
39327 Forsman Lane
Lewiston, ID 83501

Dale & Heather Ridgway
39535 Forsman Lane
Lewiston, ID 83501

Mary Carter
39055 Hilltop Lane
Lewiston, ID 83501

Christine J. Stewart
39123 Hilltop Lane
PO Box 402
Lewiston, ID 83501

Carla Koegen
914 Shields
Laramie WA 82072

WITNESSETH, That

WHEREAS, a well is located upon the real property owned by Carla Koegen, which real property which property is herein referred to as the "Koegen Parcel" and is situate in Nez Perce County, State of Idaho, and more particularly described as follows, to wit:

Those portions of the Southeast Quarter of the Southeast Quarter of Section 4 and the Northeast Quarter of the Northeast Quarter of Section 9, all in Township 33 North, Range 4 West of the Boise Meridian, Nez Perce County, Idaho, described as follows:

Commencing at the Southeast corner of said Section 4; thence South 89°48'31" West a distance of 208.59 feet to the, Point of Beginning, said point being on the centerline of a 60.00 foot wide access easement; thence along said centerline South 18°54'51" East a distance of 65.18 feet; thence South 89°48'31" West a distance of 619.50 feet; thence North 34°05'56" East a distance of 44.92 feet; thence North 02°20'24" East a distance of 127.47 feet; thence North 22°24'01" West a distance of 123.76 feet; thence North 41°51'29" West a distance of 121.68 feet; thence North 32°43'20" East a distance of 27.57 feet; thence North 04°00'51" East a distance of 167.07 feet; thence North 33°55'51" East a distance of 366.70 feet; thence North 65°35'26" East a distance of 123.93 feet; thence South 72°04'36" East a distance of 92.45 feet; thence South 26°15'27" East a distance of 60.11 feet; thence South 15°48'22" East a distance of 337.61 feet; thence South 17°58'39" East a distance of 373.36 feet; thence South 18°54'51" East a distance of 93.93 feet to the Point of Beginning.

and

WHEREAS, Leo & Sue Darrow are the owners of the following described property situate in the County of Nez Perce, State of Idaho, and more particularly described as follows, to wit:

A parcel of land located in the Southwest Quarter (SW 1/4) of Section 3 and in the Southeast Quarter (SE 1/4) of Section 4, Township 33 North, Range 4 West of the Boise Meridian, Nez Perce County, Idaho, described as follows:

Commencing at the Southwest corner of said Section 3; thence North 19°21'11" East a distance of 784.49 feet to THE POINT OF BEGINNING; thence West 698.29 feet to the centerline of a 60.00 foot wide access easement; thence along said centerline North 15°48'22" West a distance of 29.06 feet; thence North 26°15'27" West a distance of 60.11 feet; thence north 72°04'36" West a distance of 92.45 feet; thence south 65°35'26" West a distance of 123.93 feet; thence South 33°55'51" West a distance of 113.35 feet; thence leaving said centerline North 0°05'21" West a distance of 489.72 feet; thence South 89°19'05" East a distance of 235.74 feet; thence North 87°02'14" East a distance of 410.77 feet; thence South 83°35'33" East a distance of 353.91 feet; thence South 433.70 feet to THE POINT OF BEGINNING.

and

WHEREAS, Pauline "Polly" Benson is the owner of the following described property situate in the County of Nez Perce, State of Idaho, and more particularly described as follows, to wit:

Parcel A: That part of the Southwest Quarter, Section 3, and the Southeast Quarter of Section 4, all in Township 33 North, Range 4 West of the Boise Meridian, Nez Perce County, Idaho, described as follows:

Commencing at the Southwest corner of said Section 3; thence South 89°23'12" East 278.51 feet to a point on the centerline of a 60.00 foot wide road and the Point of Beginning; thence along said centerline North 41°53'16" West 153.06 feet; thence North 64°17'44" West 278.58 feet; thence South 56°31'58" West 84.26 feet; thence South 44°03'48" West 135.22 feet; thence North 17°58'39" West 373.36 feet; thence North 15°48'22" West 308.54 feet; thence leaving said centerline bearing East 799.43 feet; thence South 744.03 feet; thence North 89°23'12" West 82.62 feet to the Point of Beginning.

Parcel B: TOGETHER WITH an easement for ingress and egress described as follows:

That part of the Southwest Quarter of Section 3 and the Southeast Quarter of Section 4, all in Township 33 North, Range 4 West of the Boise Meridian, Nez Perce County, Idaho, described as follows:

Commencing at a point on the centerline of a roadway lying North 38°37'53" West a distance of 567.46 feet from the stone marking of the Southeast corner of Section 4, Township 33 North, Range 4 West of the Boise Meridian; thence North 72°01'21" East a distance of 77.31 feet; thence South 17°58' 39" East a distance of 30.00 feet;

thence South 72°01'21" West a distance of 77.32 feet;
 thence North 17°58'39" West a distance of 30.00 feet along the said roadway
 centerline to The Point of Beginning.

and

WHEREAS, Bovil "Butch" & Kathy Smith are the owners of the following described
 property situate in the County of Nez Perce, State of Idaho, and more particularly described as
 follows, to wit:

Parcel No.1: A parcel of land lying in part of the Southwest Quarter of the Southwest
 Quarter of Section 3, and the Southeast Quarter of the Southeast Quarter of Section
 4, and the Northeast Quarter of the Northeast Quarter of Section 9, and the Northwest
 Quarter of Section 10, all in Township 33 North, Range 4 West of the Boise
 Meridian, described as follows:

Beginning at the Section corner common to Sections 3, 4, 9 and 10, said corner being
 marked by a Brass Cap Monument, thence South 67°52'05" West, 197.87 feet to a
 point on the centerline of a dirt road; thence North 18°54'51" West along said
 centerline 171.99 feet to the intersection of a dirt access road; thence North 44°03'48"
 East along the centerline of said access road 135.22 feet, thence North 56°31'58" East
 along said centerline 84.26 feet, thence South 64°17'44" East along said centerline
 278.58 feet; thence South 41°53'16" East along said centerline 153.06 feet to a point
 on the South line of Section 3; thence South 89°23'12" East along said Section line
 1433.61 feet; thence South 4°07'58" East 542.11 feet; thence North 89°23'12" West
 451.92 feet; thence North 211.25 feet; thence North 89°23'12" West 821.93 feet;
 thence North 55°00'25" West 582.65 feet to the Point of Beginning

Parcel No.2: A parcel of land lying in part of the Northeast Quarter of the Northeast
 Quarter of Section 9 and the Northwest Quarter of Section 10, all in Township 33
 North, Range 4 West of the Boise Meridian, described as follows:

Beginning at the Section corner common to Sections 3, 4, 9 and 10, said corner being
 marked by a Brass Cap Monument; thence South 55°00' 25" East 582.65 feet; thence
 South 89°23'12" East 821.93 feet; thence South 211.25 feet; thence North 89°23'12"
 West 1540.86 feet to a point on the centerline of a dirt road; thence North 27°03'07"
 East along said centerline 142.38 feet; thence North 15°47'06" East along said
 centerline 128.10 feet; thence North 4°41'08" West along said centerline 121.97 feet;
 thence North 18°54'51" West along said centerline 96.73 feet; thence North 67°52'
 05" East 197.97 feet to the Point of Beginning.

EXCEPTING THEREFROM any portion lying within road right of way.

and

WHEREAS, Dale & Heather Ridgway are the owners of the following described property situate in the County of Nez Perce, State of Idaho, and more particularly described as follows, to wit:

SITUATE IN NEZ PERCE COUNTY, STATE OF IDAHO TO WIT:

A tract of land lying in the Northeast Quarter of Section 9, Township 33 North, Range 4 West of the Boise Meridian, and the Northwest Quarter of Section 10, Township 33 North, Range 4 West of the Boise Meridian, described as follows:

Commencing at the Quarter corner common to said Sections 9 and 10, said corner being marked with a Nez Perce County brass cap set in concrete; thence North $6^{\circ}29'30''$ West a distance of 1620.92 feet to the POINT OF BEGINNING; thence East a distance of 445.00 feet; thence South a distance of 415.98 feet; thence West a distance of 603.07 feet; thence North $20^{\circ}48'24''$ East a distance of 445.00 feet to the POINT OF BEGINNING.

and

WHEREAS, Mary J. Carter, is the owner of the following described property situate in the County of Nez Perce, State of Idaho, and more particularly described as follows, to wit:

A parcel of land located in the Northeast Quarter of Section 9, Township 33 North, Range 4 West of the Boise Meridian, described as follows:

Commencing at the Northeast corner of said Section 9; thence South $72^{\circ}35'56''$ West a distance of 1017.47 feet to the POINT OF BEGINNING; thence South $40^{\circ}31'01''$ East a distance of 739.35 feet to a point on the centerline of a 60.00 foot wide access easement; thence along said centerline South $41^{\circ}51'58''$ West a distance of 111.57 feet; thence South $65^{\circ}55'40''$ West a distance of 551.87 feet; thence leaving said centerline North $17^{\circ}35'36''$ West a distance of 995.72 feet; thence South $78^{\circ}48'50''$ East a distance of 406.69 feet to the POINT OF BEGINNING.

and

WHEREAS, Christine J. Stewart is the owner of the following described property situate in the County of Nez Perce, State of Idaho, and more particularly described as follows, to wit:

Parcel 1:

A parcel of land located in the Southeast Quarter of Section 4, Township 33 North, Range 4 West of the Boise Meridian, records of Nez Perce County, Idaho, described as follows:

Commencing at the Southeast corner of said Section 4; thence South $89^{\circ}48'31''$ West, a distance of 1,734.37 feet to the Point of Beginning; thence South $81^{\circ}08'23''$ West, a distance of 499.49 feet; thence North $0^{\circ}57'23''$ East, 702.90 feet; thence South $88^{\circ}38'21''$ East, a distance of 520.12 feet; thence South $22^{\circ}42'44''$ East, a distance of 664.02 feet; thence South $89^{\circ}48'31''$ West, 294.55 feet to the Point of Beginning.

Parcel 12:

A parcel of land located in the Northeast Quarter of Section 9, Township 33 North, Range 4 West of the Boise Meridian, records of Nez Perce County, Idaho, described as follows:

Commencing at the Northeast corner of said Section 9; thence South 89°48'31" West, a distance of 1,439.82 feet to the Point of Beginning; thence South 17°35'36" East, a distance of 1,227.12 feet to the centerline of a 60.00 foot wide access easement; thence along said centerline South 65°55'40" West, a distance of 42.59 feet; thence North 73°01'26" West, a distance of 314.21 feet; thence North 66°01'39" West, a distance of 183.59 feet to a point; thence North 8°49'24" West, a distance of 1,031.99 feet; thence North 89°48'31" East, a distance of 294.55 feet to the Point of Beginning.

WHEREAS, said landowners are desirous of having the right to use water from the above described well under the terms and conditions hereinafter set forth, and

WHEREAS, the parties to this agreement desire to create a non-profit water users association for the common use of the water well above described,

NOW, THEREFORE, for good and valuable consideration it is agreed as follows:

I.

Each membership shall entitle the User to tap the common water supply to supply water from the Koegen Parcel of real property hereinabove described to each landowner. Each user has one membership.

II.

The Landowners by execution of this agreement hereby convey to the Association the well above described and the water supply system accompanying it. The Landowners shall have the right to use such well and all future water rights and permits for its use.

III.

Each Landowner shall, prior to using any water from said system, install at the Landowners' own expense a storage facility to hold 1,000 gallons of water, which said storage system facility shall be installed on Landowners' real property.

IV.

The landowners shall pay a set amount per month to the Association. The amount will be agreed upon by majority vote.

V.

The Association shall be governed by majority vote and each year the Association shall elect a treasurer. The treasurer shall manage the Association, shall insure that all appropriate water permits are obtained and shall insure that state regulations are complied with, shall compile books and accounting ledgers for receipts and expenditures and shall see that each user is billed for and pays for his ratable share of expenses. The annual meeting shall take place in the month of March.

VI.

 The managerial powers of the ~~secretary~~ shall extend only to the daily operation of the Association. Decision affecting the existence of the Association, membership to the Association and extra-ordinary expenses or fees borne by the Association shall be decided by a majority vote of the users, subject to the Landowners' right to expand said system and add members as herein provided.

VII.

The water used by the Association shall be used for household domestic use only and not for irrigation without the express consent of the Association.

VIII.

Membership, and any portion of membership in the Association, and all rights and duties of membership shall be appurtenant to run with the land and cannot be held separate from the land.

IX.

Landowners, their agents, servants and assigns shall not allow the water supply to become affected by any garbage dump, livestock, waste or other noxious or harmful pollutant.

X.

All monies due the Association shall, if unpaid, become a lien on any herein described property owned by the user in default. Should any Landowner fail to pay any monies due or fail to

IV.

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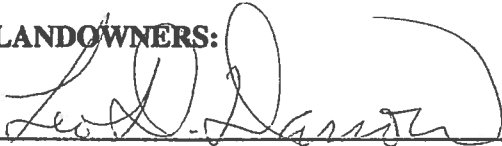
X.

All monies due the Association shall, if unpaid, become a lien on any herein described property owned by the user in default. Should any Landowner fail to pay any monies due or fail to

comply with any provision of this agreement the secretary shall on his own accord, or at the request of any user serve the defaulting user with written notice of non-compliance. Service shall be accomplished by placing the notice properly addressed, postage prepaid, in the United States Mail. Service shall specify with particularity the default in question and inform the defaulting user that the default must be corrected within thirty (30) days from receipt of service. Should the default remain uncorrected at the lapse of the specified time, the secretary shall inquire of the non-defaulting users whether sanctions should be imposed. Upon majority vote of the non-defaulting Landowners, the Association may either discontinue water service to the user or enforce any lien created by this agreement, or both or may pursue any other legal remedy available to the Association. The secretary shall serve written notice of the defaulting user of the decision of the Association and shall carry out such sanctions as approved by the non-defaulting users. Should the Association choose to enforce a lien as hereinabove provided, such enforcement shall be at a commercially reasonable public sale of the property. Any excess funds received from the sale, after retaining the amount of the lien and reasonable expenses of sale, including brokerage fees, if any, shall be returned to the defaulting Landowner. Should the receipts of the sale be insufficient to satisfy the lien, any deficiency shall remain due and payable to the Association, and the Association may collect the deficiency of any other legally recognized means.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first
hereinabove written.

LANDOWNERS:

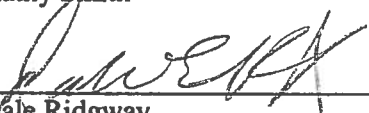

Leo Darrow

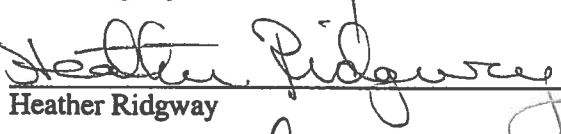

Sue Darrow


Pauline "Polly" Benson

SEE ATT. DER
Bovil "Butch" Smith

SEE ATT. DER
Kathy Smith


Dale Ridgway


Heather Ridgway

REFUSED DER
Mary Carter


Chistine J. Stewart

REFUSED DER
Carla Koegen

Att. Lori Stone

Received Time Feb. 17. 1:06PM

782385

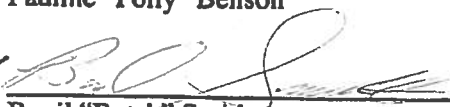
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first
hereinabove written.

LANDOWNERS:

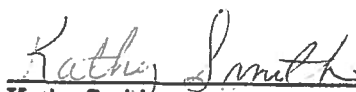
Leo Darrow

Sue Darrow

Pauline "Polly" Benson

✓ 

Bovil "Butch" Smith

✓ 

Kathy Smith

Dale Ridgway

Heather Ridgway

Mary Carter

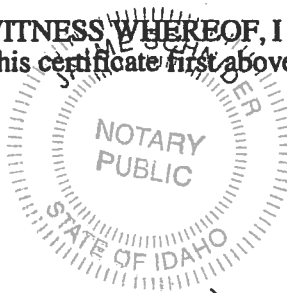
Chistine J. Stewart

Carla Koegen

STATE OF _____)
 County of Nez Perce) ss

On this 19th day of February, 2010, before me, the undersigned, a notary public in and for said state, personally appeared **LEO & SUE DARROW**, husband and wife, known or identified to me to be the person(s) whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Jaume Schneider

Notary Public in and for said State

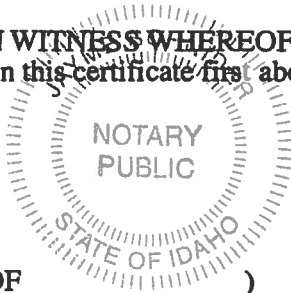
Residing at: Clarkston, WA

My Commission expires: 3/2/2015

STATE OF _____)
 County of Nez Perce) ss

On this 19th day of February, 2010, before me, the undersigned, a notary public in and for said state, personally appeared **PAULINE "POLLY" BENSON**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Jaume Schneider

Notary Public in and for said State

Residing at: Clarkston, WA

My Commission expires: 3/2/2015

STATE OF _____)
 County of _____) ss

On this _____ day of _____, 2010, before me, the undersigned, a notary public in and for said state, personally appeared **BOVIL "BUTCH" & KATHY SMITH**, husband and wife, known or identified to me to be the person(s) whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for said State

Residing at: _____

My Commission expires: _____

STATE OF _____)
County of _____) ss

On this _____ day of _____, 2010, before me, the undersigned, a notary public in and for said state, personally appeared LEO & SUE DARROW, husband and wife, known or identified to me to be the person(s) whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for said State
Residing at: _____
My Commission expires: _____

STATE OF _____)
County of _____) ss

On this _____ day of _____, 2010, before me, the undersigned, a notary public in and for said state, personally appeared PAULINE "POLLY" BENSON, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

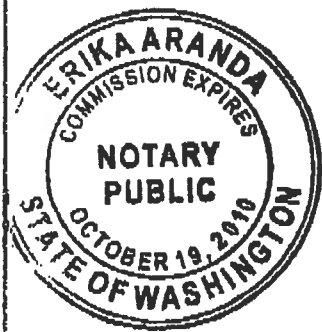
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for said State
Residing at: _____
My Commission expires: _____

STATE OF _____)
County of Yakima) ss

On this 19 day of February, 2010, before me, the undersigned, a notary public in and for said state, personally appeared BOVIL "BUTCH" & KATHY SMITH, husband and wife, known or identified to me to be the person(s) whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

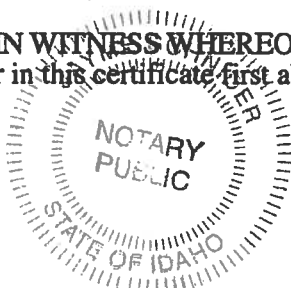


Erika Aranda
Notary Public in and for said State
Residing at: 5015 N 17th St Sunnyside WA
My Commission expires: October 19, 2010

STATE OF)
 County of NEZ PERCE) ss

On this 19th day of FEBRUARY, 2010, before me, the undersigned, a notary public in and for said state, personally appeared **DALE & HEATHER RIDGWAY**, husband and wife, known or identified to me to be the person(s) whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Jayme Schneider

Notary Public in and for said State

Residing at: Clarkston, WA

My Commission expires: 3/2/2015

STATE OF)
 County of _____) ss

On this _____ day of _____, 2010, before me, the undersigned, a notary public in and for said state, personally appeared **MARY CARTER**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for said State

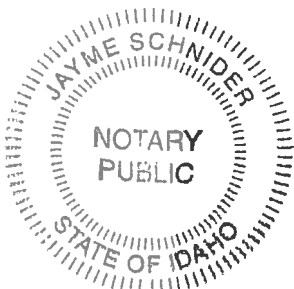
Residing at: _____

My Commission expires: _____

STATE OF)
 County of NEZ PERCE) ss

On this 19th day of FEBRUARY, 2010, before me, the undersigned, a notary public in and for said state, personally appeared **CHRISTINE J. STEWART**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Jayme Schneider

Notary Public in and for said State

Residing at: Clarkston, WA

My Commission expires: 3/2/2015

STATE OF _____)
 County of _____) ss

On this _____ day of _____, 2010, before me, the undersigned, a notary public in and for said state, personally appeared **CARLA KOEGEN**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

 Notary Public in and for said State
 Residing at: _____
 My Commission expires: _____

INST. NO. 782385

FILED FOR RECORD
 FEE 52.00 REC. BY Dale

2010 JUL 19 AM 10 56

Ridgway
Po Box 1953
Lewiston ID

PATTY O. WEEKS
 RECORDER, NEZ PERCE CO. ID.

BY R. Lewis DEPUTY