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JAN 21 2011

Department of Water Resources

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESIdent. No. 21-13123

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant William H. and Carol A. Albano, husband and wife Phone 208-524-3860
 Name connector (check one): ☒ and ☐ or ☐ and/or

Mailing address: 335 Springwood City Idaho Falls
 State ID Zip 83404 Email: _____

2. Source of water supply Ground water 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 #
15N	43E	6	2	NW	NW		Fremont	Groundwater	

4. Water will be used for the following purposes:

Amount 0.04 cfs for domestic purposes from 1/1 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. centrifugal pump and electric motor

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 6 inches; proposed depth of well is 130 feet.

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

e. If well is already drilled, when? 07/1985; drilling firm Independent Drilling;

Well was drilled for (well owner) J. Stanley Horton, prior 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; show name of municipality or the applicant's qualifications as a municipal provider. _____

d. Domestic; show number of households 1

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	
15N	43E	6						D											0.5

Total number of acres to be irrigated: 0.5

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? Staley Springs Lodge-see #11 below & attached Well Use Agreement
- b. Who owns the land to be irrigated or place of use? Applicant - Lot 11, Moose Bay Subdivision, Instr. #504470
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: _____
11. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. See attached Water Rights Agreement, Quitclaim Deed and Well Use Agreement. Paragraph 1 of the Agreement confirm's Applicant's right to use the well for domestic water; paragraph 2 provides for Applicant's easement to use existing well; and paragraph 6 provides for Applicant's use of the well for domestic purposes.
12. Time required for completion of works and application of water to proposed beneficial use is 4 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.

William H. Albano
Signature of Applicant
William H. Albano
Print Name (and title, if applicable)

Carol A. Albano
Signature of Applicant
Carol A. Albano
Print Name (and title, if applicable)

For Department Use:

Received by _____ Date _____ Time _____ Preliminary check by _____
Fee \$ 100.00 Receipted by [Signature] Receipt No. E036371 Date 1-24-2011

State of Idaho
Department of Water Resources
Water Right License
21-13123
Water Service Area Boundary for

R43E

T15N



Legend

-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.03 0.06 0.12 Miles



Microfilm No. 532216
At 10:58 Day Jan 2011
O'Clock a M
ABBIE MACE
FREMONT CO RECORDER
Fee \$ 40 Deputy
Recorded at Request of William H. Albano & Carol A. Albano
PLLC

WATER RIGHTS AGREEMENT, QUITCLAIM DEED, AND WELL USE AGREEMENT

THIS WATER RIGHTS AGREEMENT, QUITCLAIM DEED, AND WELL USE AGREEMENT (this "Agreement") is made and entered into as of the 22nd day of December, 2010, by between DGM Properties, LLC, an Idaho Limited Liability Company, G&S Development, LLC, an Idaho Limited Liability Company, Funk-Drussel, LLC, an Idaho Limited Liability Company, and Wengreen Development, LLC, an Idaho Limited Liability Company, (collectively, DGM Properties, LLC, G&S Development, LLC, Funk-Drussel, LLC, and Wengreen Development, LLC are referred to herein as "Staley Springs"), and William H. Albano and Carol A. Albano, husband and wife (hereinafter collectively "Albano"), as well as each of their successors, legal representatives, officers, directors, agents, assigns, and all other persons or entities acting for, by or through them. Together, Staley Springs and Albano are referred to herein as the "Parties."

RECITALS:

- A. Staley Springs is the owner of real property described in Instrument No. 503327 recorded on June 28, 2006 in the records of Fremont County, Idaho, including a certain platted Well Lot located between Lots 9 and 10 of the Moose Bay Subdivision (the "Well Lot") as per the plat recorded as Instrument No. 441608 in the records of Fremont County, Idaho (the "Staley Springs Property"). The prior owner of the Staley Springs Property was the Horton Trust, with Joseph Stanley Horton as the Trustee of the Horton Trust.
- B. Albano is the owner of real property described as Lot 11 of the Moose Bay Subdivision, as per the recorded plat thereof, as evidenced by Instrument No. 504470 recorded on August 11, 2006 in the records of Fremont County, Idaho (the "Albano Property"). The prior owners of the Albano Property were CPI/American Fork Limited Partnership, and Roger and Vicki Cantlon.
- C. A certain well is located on the Well Lot on the Staley Springs Property. The well had been historically used by the Horton Trust on the Staley Springs Property for commercial and incidental irrigation purposes. The well also has been used on the Albano Property for domestic and irrigation purposes.
- D. Based on past recorded documents contained in the records of Fremont County, Idaho, the well is currently owned by Albano. On August 22, 2001, J. Stanley Horton and Roger Canton entered into a Well Option Agreement, recorded as Instrument No. 470188 on August 11, 2006 in the records of Fremont County, Idaho, wherein water from the well was

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Department of Water Resources
Eastern Region

provided to Mr. Cantlon on a short term basis and Cantlon and Horton further agreed to an option to purchase the well for \$7,000.00. Cantlon apparently exercised the option for purchase of well, as evidenced by (1) a Quitclaim Deed from J. Stanley Horton to Roger D. Canton and Vicki Canton recorded on January 23, 2003 as Instrument No. 479132 in the records of Fremont County, Idaho, conveying ownership in the well, including the pressure tank and electrical pressure switch, and (2) a Maintenance Agreement recorded on January 27, 2003 as Instrument No. 479133 in the records of Fremont County, Idaho, which granted Roger Cantlon a maintenance easement for the well.

- E. Albano's well ownership was confirmed by a Quitclaim Deed recorded as Instrument No. 518753 recorded on September 9, 2008 in the records of Fremont County, Idaho, which conveyed to Albano any rights in the well from CPI/American Fork Limited Partnership (which apparently obtained rights to the well from and Roger and Vicki Cantlon).
- F. Water Right No. 21-7362 was obtained by Staley Springs Lodge pursuant to Idaho law, and confirmed by an issued water right license issued on March 14, 1990. The license for Water Right No. 21-7362 confirmed development of the application for permit for such water right with the following elements:

Diversion Rate:	.06 cfs
Diversion Volume:	2.8 AF
Source:	Ground water
Beneficial Use:	Commercial
Season of Use:	05/25 to 09/30
Points of Diversion:	15N, 43E, Sec. 6, Lot 2 (NWNW)
	15N, 43E, Sec. 6, Lot 2 (NWNW)
Place of Use:	15N, 43E, Sec. 6, Lot 2 (NWNW)
- G. Based upon documents contained in the water rights backfile for Water Right No. 21-7362, the license confirmed development of two wells used over time for commercial purposes and incidental irrigation purposes for the Staley Springs Lodge cabins and RV park. The first well was apparently drilled in 1945, with the second well drilled in 1984. It is the second well that is located on the Well Lot.
- H. Based upon the issued license for Water Right No. 21-7362, a Notice of Claim to a Water Right was filed by J. Stanley Horton on March 21, 1989 in the Snake River Basin Adjudication (the "SRBA") based upon the anticipated elements of the water right license. A partial decree was issued for Water Right No. 21-7362 in the SRBA on February 2, 2007 consistent with the provisions of the license.
- I. Regarding Water Right No. 21-7362, there is no reservation of this water right to The Horton Trust or its predecessors when The Horton Trust obtained title to the Staley Springs Property and presumably the water right passed as an appurtenance consistent with language contained

in the deed recorded as Instrument No. 503327 on June 28, 2006 in the records of Fremont County, Idaho.

- J. However, in the Quitclaim Deed recorded as Instrument No. 518753 on September 9, 2008, in the records of Fremont County, Idaho, CPI/American Fork Limited Partnership quitclaimed its interest in the well to Albano, as well as "all appurtenant water rights, including Water Right License No. 21-7362." The Quitclaim Deed was apparently recorded "to confirm and establish Grantees' [Albano] continued right to use the above-described well and water right to provide water for domestic purposes to Lot 11 of Moose Bay Subdivision, ..."
- K. The contents of Instrument No. 503327 recorded on June 28, 2006 in the records of Fremont County, Idaho, and the Quitclaim Deed recorded as Instrument No. 518753 on September 9, 2008, in the records of Fremont County, Idaho, appear to conflict with one another, and Staley Springs and Albano desire to resolve any and all conflicts with regards to use of the well and ownership of Water Right No. 21-7362 as further set forth below.
- L. Additionally, Staley Springs has filed a late claim in the SRBA for Water Right No. 21-13112, which seeks a decree of a beneficial use water right with the following elements:

Diversion Rate:	.09 cfs
Source:	Ground water
Beneficial Use:	Irrigation
Season of Use:	05/01 to 10/31
Points of Diversion:	15N, 43E, Sec. 6, Lot 2 (NWNW) 15N, 43E, Sec. 6, Lot 2 (NWNW)
Place of Use:	15N, 43E, Sec. 6, Lot 2 (NWNW): 4.3 acres

- M. Based upon review of aerial photography, it appears that a portion of the place of use of Water Right No. 21-13112 is located on the Albano Property, and that Albano is entitled to a portion of Water Right No. 21-13112.
- N. The claim for Water Right No. 21-13112 has recently been recommended as disallowed by IDWR in the SRBA, and an objection to the disallowal has been filed by Staley Springs. It is anticipated that Staley Springs will address the reasons for disallowal with IDWR.
- O. In light of the foregoing recitals, Staley Springs and Albano wish to clarify any potential confusion relative to ownership of the well and Water Right Nos. 21-7362 and 21-13112 and agree as follows.

AGREEMENTS:

NOW THEREFORE, FOR VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **CONFIRMATION OF ALBANO'S RIGHT TO DOMESTIC WATER.** Pursuant to Idaho Code § 42-111(a) (the so-called "domestic exemption"), Albano has the ability to divert up to .02 cfs and 13,000 gallons per day for domestic purposes associated with his home located on the Albano property, including the irrigation of up to ½ acre of property on the Albano Property. The Parties hereby confirm Albano's right to divert such water from the well on the Well Lot. The Parties further understand that as of the date of this Agreement, Idaho law does not require Albano to obtain a water right license for his domestic use, but the Parties agree that should Idaho law ever be amended to require procurement of such a water right license, or should Albano voluntarily elect to file an application for water right permit to confirm his domestic uses, Staley Springs shall not object to or protest, or otherwise support any protest or objection, against such a filing in any manner.

2. **CONFIRMATION OF MAINTENANCE EASEMENT.** The Parties hereby confirm the right, title, and interest Albano currently possesses for a maintenance easement for the well over and across the Well Lot as set forth in Instrument No. 479133 recorded on January 27, 2003 in the records of Fremont County, Idaho.

3. **QUITCLAIM OF WATER RIGHT NO. 21-7362 TO STALEY SPRINGS.**

FOR VALUE RECEIVED, William H. Albano and Carol A. Albano, husband and wife, do hereby convey, release, remise and forever quitclaim unto DGM Properties, LLC, an Idaho Limited Liability Company, G&S Development, LLC, an Idaho Limited Liability Company, Funk-Drussel, LLC, an Idaho Limited Liability Company, and Wengreen Development, LLC, an Idaho Limited Liability Company, any right, title, and/or interest William H. Albano and Carol A. Albano have in Water Right No. 21-7362.

4. **QUITCLAIM OF WATER RIGHT NO. 21-13112 PORTION TO ALBANO.**

FOR VALUE RECEIVED, DGM Properties, LLC, an Idaho Limited Liability Company, G&S Development, LLC, an Idaho Limited Liability Company, Funk-Drussel, LLC, an Idaho Limited Liability Company, and Wengreen Development, LLC, an Idaho Limited Liability Company, do hereby convey, release, remise and forever quitclaim unto William H. Albano and Carol A. Albano, husband and wife, any right, title, and/or interest said limited liability companies have in the portion of Water Right No. 21-13112 located upon Lot 11 of the Moose Bay Subdivision, Fremont County, Idaho, as per the recorded plat thereof.

5. **QUITCLAIM OF ½ UNDIVIDED INTEREST IN WELL.**

FOR VALUE RECEIVED, William H. Albano and Carol A. Albano, husband and wife, do hereby convey, release, remise and forever quitclaim unto DGM Properties, LLC, an Idaho Limited Liability Company, G&S Development, LLC, an Idaho Limited Liability Company, Funk-Drussel, LLC, an Idaho Limited Liability Company, and Wengreen Development, LLC, an Idaho Limited Liability Company, an undivided ½ interest in the well located on that certain platted Well Lot located between Lots 9 and 10 of the Moose Bay Subdivision (the "Well Lot") as per the plat recorded as Instrument No. 441608 in the records of Fremont County, Idaho, SUBJECT TO the Well Use Agreement Provisions set forth below.

6. **WELL USE AGREEMENT.**

- a. **Albano Domestic Use.** As set forth in Paragraph 1 above, Albano shall use of water from the well for domestic purposes.
- b. **Costs.** Because the Staley Springs Property is currently in the development planning stages, the well is currently not being actively used for Staley Springs' purposes. Albano shall therefore be responsible and liable for any and all use, maintenance, repair, rehabilitation, and costs (including electrical costs) incurred for such, unless Staley Springs uses the well during a calendar year. In the event Staley Springs uses the well in a calendar year, then the costs for maintenance, repair, rehabilitation, and costs (including electrical costs) shall be apportioned pro-rata based on usage between Albano and Staley Springs.

7. **FUTURE WATER RIGHT TRANSFERS.** The Parties hereby agree that they shall not object to or protest, or otherwise support any protest or objection, against any application for water right transfer filed with IDWR that purports to remove the well as an authorized point of diversion for any of the Parties' water rights. The Parties do, however, expressly retain the right to protest any application for transfer that purports to add the well as an authorized point of diversion for a water right not identified in this Agreement. The Parties further agree that they shall provide the other Party written notice of any transfer application that either purports to remove the well as an authorized point of diversion or add the well as an authorized point of diversion under a water right not identified in this Agreement.

8. **FUTURE WATER RIGHT APPLICATION FOR PERMIT.** Other than the potential domestic water right filing of Albano identified in Paragraph 1 above, the Parties hereby agree that they will not seek any new application for water right permit which identifies the well as an authorized point of diversion without express written consent of the other Party.

9. **NO OTHER WATER USERS ON THE WELL.** The Parties hereby agree that they will not seek add any other water user to the well without express written consent of the other Party.
10. **RELIANCE UPON STATEMENTS / INTEGRATION AND MERGER:** The Parties hereto specifically acknowledge that they were represented by counsel in this matter, and agree that other than as is set forth herein, they have executed this Agreement without relying upon any statements or representations written or oral, as to any statement of law or fact made by any other party or attorney. The Parties to this Agreement have read and understand the Agreement, and warrant and represent that this Agreement is executed voluntarily and without duress or undo influence on the part of or on behalf of any party. This Agreement represents the sole entire and integrated Agreement by and between the Parties hereto, and supersedes any and all prior understandings or agreements whether written or oral except as specifically provided herein.
11. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and shall inure to the benefit of each Parties' successors and assigns.
12. **WAIVER OR MODIFICATION:** No provision of this Agreement may be waived, modified, or amended except by written agreement executed by all of the Parties hereto.
13. **ENFORCEMENT:** This Agreement is a valid and binding obligation of the Parties, and their successors or assigns. It shall be admissible and enforceable according to its terms, and venue in any subsequent action shall rest within the State of Idaho. This Agreement is subject to interpretation in accordance with the laws of the State of Idaho.
14. **TIME IS OF THE ESSENCE:** The Parties hereto agree that time is of the essence in completing the obligations set forth in this Agreement.
15. **ATTORNEY'S FEES:** The Parties hereby agree that in executing this Agreement, each has agreed to be solely responsible for their own attorneys fees incurred. Should any party be required to bring a separate action to enforce the terms of this Agreement, however, such party will be entitled to its reasonable attorneys fees upon prevailing in such action.
16. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument.
17. **RECORDING.** This Agreement shall be recorded in the records of Fremont County, Idaho.

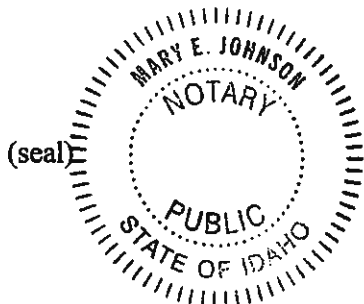
DGM PROPERTIS, LLC

By: Dale Mickelsen
Its: Manager

STATE OF IDAHO)
)ss.
County of Jefferson)

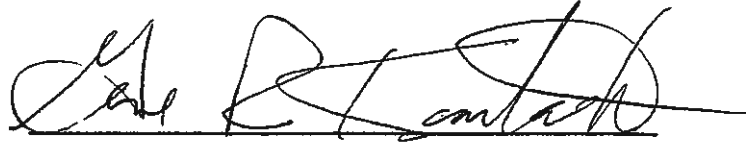
On this 26 day of December, 2010, before me a notary public in and for said State, personally appeared Dale Mickelsen known or identified to me (or proved to me on the oath of Dale Mickelsen) to be the manager of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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.



Mary E. Johnson
Notary Public for Idaho
Residing at: Jefferson County
My commission expires: Sept. 28, 2013

G & S DEVELOPMENT, LLC



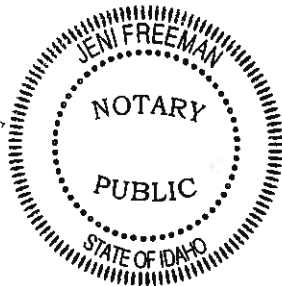
By: Gene Kantack
Its: Manager

STATE OF IDAHO)
)ss.
County of Bonneville)

On this 23rd day of December, 2010, before me a notary public in and for said State, personally appeared Gene Kantack known or identified to me (or proved to me on the oath of Gene Kantack) to be the manager of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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.

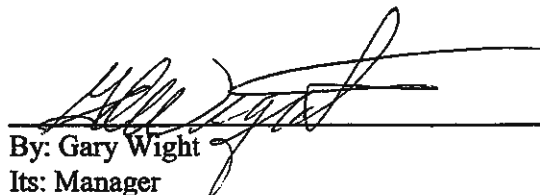
(seal)



Jeni Freeman
Notary Public for Idaho
Residing at: Bonneville County
My commission expires: 7/22/2011

532216

FUNK-DRUSSEL, LLC

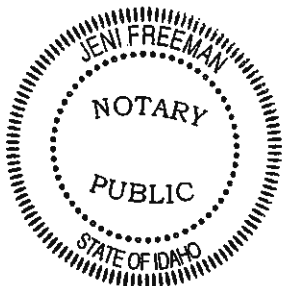

By: Gary Wight
Its: Manager

STATE OF IDAHO)
)ss.
County of Bonneville)

On this 20th day of December, 2010, before me a notary public in and for said State, personally appeared Gary Wight known or identified to me (or proved to me on the oath of Gary Wight) to be the manager of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

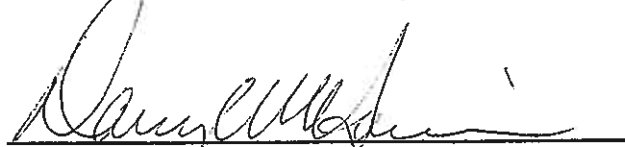
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(seal)



Jeni Freeman
Notary Public for Idaho
Residing at: Bonneville County
My commission expires: 7/22/2011

WENGREEN DEVELOPMENT, LLC

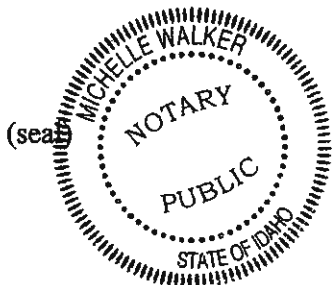


By: Darryl W. Harris
Its: Manager

STATE OF IDAHO)
)ss.
County of Bonneville)

On this 21st day of December, 2010, before me a notary public in and for said State, personally appeared Darryl W. Harris known or identified to me (or proved to me on the oath of Darryl W. Harris) to be the manager of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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.



Michelle Walker
Notary Public for Idaho
Residing at: Idaho Falls
My commission expires: February 4, 2014

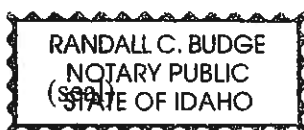
William H. Albano
William H. Albano

Carol A. Albano
Carol A. Albano

STATE OF IDAHO)
)ss.
County of Bannock)

On this 22nd day of December, 2010, before me a notary public in and for said State, personally appeared William H. Albano and Carol A. Albano, known or identified to me (or proved to me on the oath of William H. Albano and Carol A. Albano) 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.



Randall C. Budge
Notary Public for Idaho
Residing at: Boise, ID. 83201
My commission expires: 10/11/12

G:\WPDATA\RLH\15601 DGM Properties, LLC\Statey Springs Agreement.final.wpd:cldv

Olde Staley Resort Place of Use



Legend

- Tax Lot RPI009000000BA
- Tax Lot RPI009000000AD
- Section Lines

Total Place of Use: 4.3 acres

SHARED
WELL

BILL ALBANO
HOUSE

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Department of Water Resources
Eastern Region

2004 NAIP Photo



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JAN 21 2011

Department of Water Resources
Eastern Region

LAW OFFICES OF

**RACINE OLSON NYE BUDGE & BAILEY
CHARTERED**

201 EAST CENTER STREET
POST OFFICE BOX 1391
POCATELLO, IDAHO 83204-1391

TELEPHONE (208) 232-6101
FACSIMILE (208) 232-6109

www.racinelaw.net

SENDER'S E-MAIL ADDRESS: rcb@racinelaw.net

BOISE OFFICE

101 SOUTH CAPITOL
BOULEVARD, SUITE 208
BOISE, IDAHO 83702
TELEPHONE: (208) 395-0011
FACSIMILE: (208) 433-0167

IDAHO FALLS OFFICE

477 SHOUP AVENUE
SUITE 107
POST OFFICE BOX 50698
IDAHO FALLS, ID 83405
TELEPHONE: (208) 528-6101
FACSIMILE: (208) 528-6109

ALL OFFICES TOLL FREE
(877) 232-6101

LOUIS F. RACINE (1917-2005)
WILLIAM D. OLSON, OF COUNSEL

W. MARCUS W. NYE
RANDALL C. BUDGE
JOHN A. BAILEY, JR.
JOHN R. GOODELL
JOHN B. INGELSTROM
DANIEL C. GREEN
BRENT O. ROCHE
KIRK B. HADLEY
FRED J. LEWIS
ERIC L. OLSEN
CONRAD J. AIKEN
RICHARD A. HEARN, M.D.
LANE V. ERICKSON
FREDERICK J. HAHN, III
DAVID E. ALEXANDER
PATRICK N. GEORGE
SCOTT J. SMITH
JOSHUA D. JOHNSON
STEPHEN J. MUHONEN
CANDICE M. MCHUGH
CAROL TIPPI VOLYN
BRENT L. WHITING
JONATHAN S. BYINGTON
DAVE BAGLEY
THOMAS J. BUDGE
JONATHAN M. VOLYN
MARK A. SHAFFER
JASON E. FLAIG
FERRELL S. RYAN, III
AARON A. CRARY

January 20, 2011

Idaho Department of Water Resources
Eastern Region
900 N. Skyline Drive, Suite A
Idaho Falls, Idaho 83402

Re: William H. And Carol A. Albano - Application for Permit

To Whom It May Concern:

Enclosed please find the original and two extra copies of an Application for Permit we are submitting on behalf of William H. And Carol A. Albano to secure a domestic water right, together with our check in the amount of \$100 for filing fee. Please file the original and conform stamp and return one copy to me and one copy to the Albanos in the stamped and addressed return envelopes enclosed.

If you have any questions or need additional information, please contact me.

Sincerely,

RANDALL C. BUDGE

RCB:rr

Enclosures

cc: Bill and Carol Albano

Cox, Sharla

From: Cox, Sharla
Sent: Wednesday, February 09, 2011 11:30 AM
To: 'legals@rexburgstandardjournal.com'
Subject: Legal ad for your paper

Contacts: Rexburg Standard Journal



Rexburg Standard
Journal.doc

Sharla

Sharla Cox
Administrative Assistant
Idaho Department of Water Resources
900 N. Skyline Dr. Ste. A
Idaho Falls ID 83402
208-525-7161 - telephone
208-525-7177 - fax
sharla.cox@idwr.idaho.gov

February 9, 2011

LEGAL NOTICE DEPARTMENT
HERALD CHRONICLE
PO BOX 10
REXBURG, ID 83440

RE: Application For Permit No(s): 21-13123

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

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 3/7/2011. Your cooperation is appreciated.

Sincerely,

Sharla Cox
Administrative Assistant

Enclosure(s)

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

21-13123

WILLIAM H ALBANO
CAROL A ALBANO
335 SPRINGWOOD
IDAHO FALLS, ID 83404

Point of Diversion L2(NWNW) S6 T15N R43E FREMONT County Source GROUND WATER Tributary
Use: DOMESTIC 01/01 to 12/31 0.04 CFS
Total Diversion: 0.04 CFS

Date Filed: 1/21/2011

Place Of Use: DOMESTIC

T15N R43E S6 NWNW

Permits will be subject to all prior water rights. 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, Eastern Region, 900 N Skyline Dr Ste A, Idaho Falls ID 83402 together with a protest fee of \$25.00 for each application on or before March 7, 2011. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Interim Director

Published on February 17 and 24, 2011



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region, 900 North Skyline Drive, Suite A • Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

February 9, 2011

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

WILLIAM H ALBANO
CAROL A ALBANO
335 SPRINGWOOD
IDAHO FALLS, ID 83404

Application For Permit No. 21-13123

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 HERALD CHRONICLE on February 17 and 24, 2011. 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.

Please contact this office if you have any questions regarding the application.

Sincerely,

Sharla Cox
Administrative Assistant