

Ident. No. 95-12953

76654
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

RECEIVED

JUL 01 2010

IDWR / NORTH

1. Name of Applicant SPRINGVIEW WATER ASSOCIATION Phone 208-661-1216
Mailing address PO Box 2746, COEUR D'ALENE, ID 83816 Email ajohn@roadrunner.com
2. Source of water supply GROUND WATER which is a tributary of _____
3. Location of point of diversion is Township 50ND3W Range 3E Sec. 18, in the _____ 1/4,
NE 1/4, NE 1/4, Govt. Lot _____, B.M., KOOTENAI County
additional points of diversion if any: _____
4. Water will be used for the following purposes:
- Amount 0.13 for Domestic purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per year)
- Amount 0.15 for Irrigation purposes from 3/15 to 11/15 (both dates inclusive)
(cfs or acre-feet per year)
- Amount 0.02 for Stock Water purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per year)
- Amount 0.20 for Fire Protection 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)
5. Total quantity to be appropriated is (a) 0.2 and/or (b) _____
cubic feet per second acre feet per year
6. Proposed diverting works:
- a. Describe type and size of devices used to divert water from the source Submersible pump in well
- b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet;
total reservoir capacity _____ acre-feet
- c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet
- d. Is ground water with a temperature of greater than 85°F being sought? No
- e. If well is already drilled, when? 7-2-1993; Drilling firm H2O WELL;
Well was drilled for (well owner) MIKE CARPER; Drilling Permit No. 95-93-N-121
7. Time required for completion of works and application of water to proposed beneficial use is 3 years (minimum 1 year)
8. Description of proposed uses (if irrigation only, go to item 9):
- a. Hydropower; show total feet of head and proposed capacity in kW. _____
- b. Stockwatering; list number and kind of livestock. 10 HEAD MIXED
- c. Municipal; show name of municipality. _____
- d. Domestic; show number of households. 8 HOMES
- e. Other; describe fully. FIRE PROTECTION

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9. 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	
50N	3W	18	D	D															
			S	S															
			F	F															
			4.5	.5															

Total number of acres to be irrigated: 5

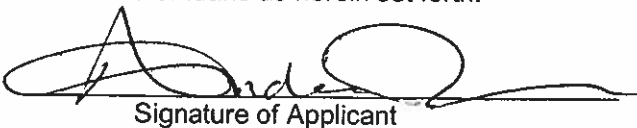
10. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping? NONE

11. a. Who owns the property at the point of diversion? VIRGINIA CARPER
- b. Who owns the land to be irrigated or place of use? APPLICANT
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: _____

12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. Accn by Water Association, etc.

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

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


Signature of Applicant

ANDREAS JOHN
Print Name (and title, if applicable)

For Department Use:

Received by [Signature] Date 7/1/10 Time _____ Preliminary check by _____
 Fee \$ 100.00 Received by [Signature] Receipt No. N025102 Date 7/1/10
165.00 Well upgrade fee on same receipt. (copy in file)

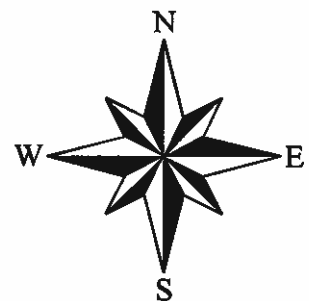
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0 212.5 425 850 1,275 1,700 Feet

Legend

-  workingpod
-  workingpou
-  QQ
-  Taxlots



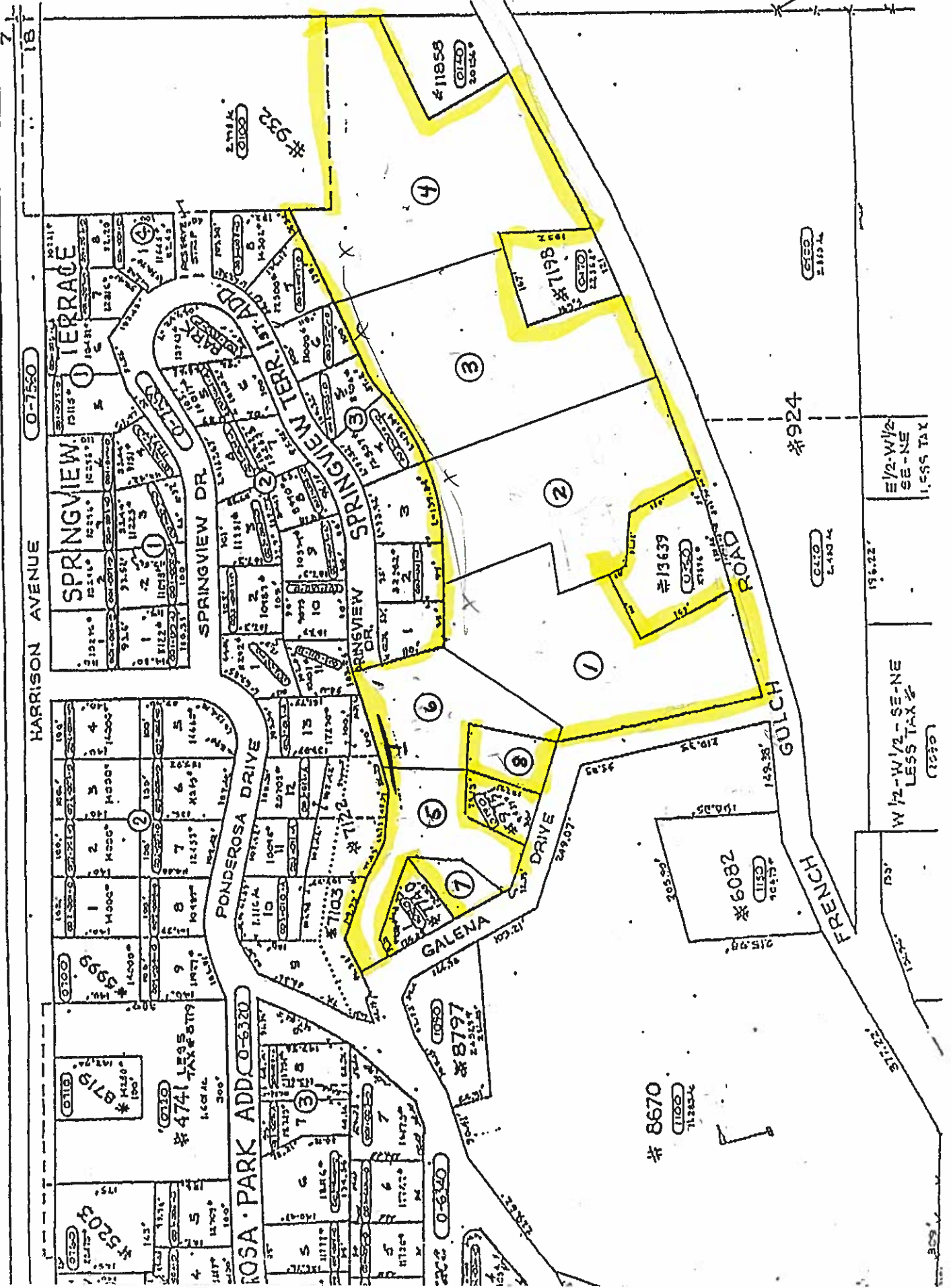
SPRINGVIEW WATER ASSOCIATION AGREEMENT

1439409

N.E. 1/4 Sec. 18 Twp. 50 N.R. 3 W.B.M.

50N03W-18-

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STATE OF IDAHO
COUNTY OF KOOTENAI } ss
AT THE REQUEST OF
KOOTENAI COUNTY TITLE CO.

1439409

**SPRINGVIEW WATER ASSOCIATION
AGREEMENT**

MAR 28 4 17 PM '96

DANIEL J. ENGLISH
D. Rhodehouse
FEE \$22.00

Whereas, Virginia A. Carper is the owner of real property in the Northeast Quarter of Section 18, Township 50 North, Range 3 West, BM, Parcel #1, as set out on attached Exhibit "A", on which she drilled a water well; and

Whereas, Doug and Lorraine Landwehr, have caused to be constructed improvements to above mentioned water well resulting in a water system intended to service 8 residential properties; and

Whereas, parties Carper and Landwehr desire to form an association for distribution of the water from, and maintenance of said water system;

Now, Therefore, the parties agree as follows:

1. The real properties to be supplied water service will consist of eight parcels identified as Parcels #1 thru #8, as set out in attached map and identifying legal descriptions, labelled as Exhibit "A", subject to receipt of full payment for the proportionate cost of service due Landwehr from the owners of Parcels #7 and #8.
2. A nonprofit association will be formed known as the Springview Water Association, in which the owners of each of the 8 parcels will each have a 1/8 ownership, and one vote per ownership. The owners will vote in person, or by mail, at least biannually, but sooner if requested by a majority of ownerships, to elect two of the owners to be an unpaid manager and bookkeeper for the association.
3. It will be the duty of the manager to manage the water system and cause it to be maintained in a manner as to insure an uninterrupted flow of domestic water to each of the eight parcels served, insofar as is possible considering flow interruptions from various unforeseen causes. The manager will use care and diligence in securing and paying contractors, effecting workmanlike repairs, and managing the association funds, among other duties.
4. It will be the duty of the bookkeeper to maintain two-signature bank accounts for all moneys collected by the association, pay all expenses and supply each owner with an accounting at least semi-annually. The bookkeeper will allow an inspection of the accounting for any owner at any reasonable time.
5. The manager will be responsible to set monthly fees due from the owners of each active service, for maintenance and repair funds. These fees shall be determined annually by the anticipated needs for power, maintenance and reserve funds and shall be equal for all ownerships except as adjusted for excessive use. Monthly fees will be \$15 per month

beginning at the time of hookup to the system, unless adjusted by the manager. At no time will the association maintain a greater than \$3,000.00 reserve fund.

6. The association may assess its owners from time to time for the cost of extraordinary repairs or improvements upon a majority vote of the ownerships.
7. Unpaid monthly fees or assessments due from owners will constitute a lien against the real property to which the service is provided and the association will be authorized to collect those fees by whatever means provided by the laws of the State of Idaho.
8. The owners of the affected Parcels do hereby grant to the association, an **easement** over their real property wherever the water system apparatus, lines, tanks, etc. may be found, such as may be required to maintain the system. The association agrees to use care and diligence in any repairs necessary, causing as little disruption to the owner's property as is possible, and returning the property as near to its original condition as possible.
9. Each ownership will be entitled to use of water for domestic purposes only. The owner of each Parcel will be required to place a meter in line at the time of construction, and will permit the association representative access to read that meter whenever necessary. The association will bill each owner monthly, for the excess water used above 125% of the average usage, at a rate based on cost.
10. The association and parties Carper and Landwehr make no guarantees, warranties or representations as to the present or future quality or quantity of the water provided, nor any representation that there may be sufficient quantity for fire fighting.
11. A majority of owners may call a special meeting at any time, and for any stated purpose relating to the management and maintenance of the water system, or ammendment of this agreement.
12. The owners of the eight parcels serviced agree that this agreement will run with the land and be binding on them and any future owners of the parcels.
13. Any disputes arising from this agreement will be resolved by binding arbitration.

3/25/96

Date

Virginia A. Carper
Virginia A. Carper

3-25-96

Date

Doug Landwehr
Doug Landwehr

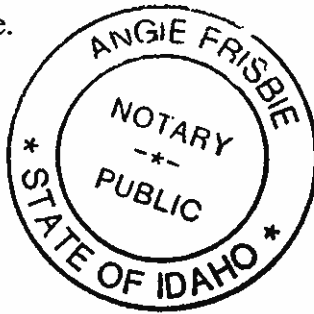
Lorraine Landwehr
Lorraine Landwehr

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State of Idaho }
 } ss
County of Kootenai }

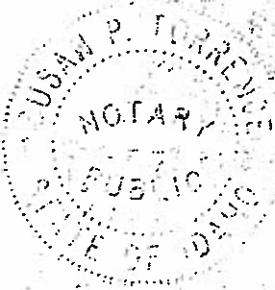
On this 25th day of March, 1996, before me, a Notary Public in and for said State, personally appeared Virginia A. Carper, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same.



Angie Frisbie
Notary Public
Residing at Hayden, Idaho
Commission expires 1-25-2000

State of Idaho }
 } ss
County of Kootenai }

On this 25th day of March, 1996, before me, a Notary Public in and for said State, personally appeared Doug and Lorraine Landwehr, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.



Susan P. Torrence
Notary Public
Residing at Hayden, Idaho
Commission expires 8/22/2000