

APPLICANT'S EXHIBITS

JOHN R. LAYMAN
LAYMAN, LAYMAN & ROBINSON, PLLP
110 Wallace Avenue
Coeur d'Alene, Idaho 83814
(208) 665-7270
(208) 665-7290 (fax)
ISB #: 6825

RECEIVED
FEB 20 2007
DEPARTMENT OF
WATER RESOURCES

Attorneys for Black Rock Utilities, Inc.

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF APPLICATION
TO AMEND PERMIT NO. 95-9045
IN THE NAME OF BLACK ROCK
UTILITIES

BLACK ROCK UTILITIES, INC.
EXHIBIT LIST

EXHIBIT LIST

1	ORIGINAL PERMIT TO APPROPRIATE
2	APPLICATION FOR AMENDMENT
3	IRRIGATED ACREAGE SUMMARY MAP
4	SETTLEMENT AGREEMENT WITH KOOTENAI ENVIRONMENTAL ALLIANCE
5	PUMP PERFORMANCE CURVES

DATED this 15th day of February, 2007.

LAYMAN, LAYMAN & ROBINSON, PLLP

for Amie L. Anderson #7044
JOHN R. LAYMAN
Attorneys for Black Rock Utilities, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on the 15th day of February, 2007, I caused to be served a true and correct copy of the foregoing document by the method indicated below, and addressed to the following:

Jai Nelson	☐	Hand-delivered
Coalition for Positive Rural Impact at	☐	Regular mail
Rockford Bay and Loffs Bay	☐	Certified mail
15192 Gate 7 Ridge Road	☒	Overnight mail
Coeur d'Alene, ID 83814	☐	Facsimile
Fax: (208) 667-9739	☐	Interoffice Mail

Gary Spackman, Hearing Officer	☐	Hand-delivered
Idaho Department of Water Resources	☐	Regular mail
P.O. Box 83720	☐	Certified mail
322 E. Front St.	☒	Overnight mail
Boise, ID 83720	☐	Facsimile
Fax: (208) 287-6700	☐	Interoffice Mail

BY: Amie L. Anderson
AMIE L. ANDERSON

State of Idaho
Department of Water Resources

Permit To Appropriate Water

NO. 95-09045

Priority: April 12, 2000

Maximum Diversion Rate:

3.50 CFS

This is to certify, that CAG INVESTMENTS LLC
PO BOX 3070
COEUR D ALENE ID 83816
has applied for a permit to appropriate water from:
COEUR D ALENE LAKE tributary of SPOKANE RIVER

and a permit is APPROVED for development of water as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>
IRRIGATION	03/15 to 11/15	2.50 CFS
DOMESTIC	01/01 to 12/31	1.00 CFS
	Totals	3.50 CFS

LOCATION OF POINT(S) OF DIVERSION: Lot 1 (SWNE), Sec. 16, Township 48N, Range 04W
KOOTENAI County

<u>PLACE OF USE: IRRIGATION</u>		<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>	
<u>TWN</u>	<u>RGE</u>	<u>SEC</u>				
48N	04W	8	SWNE 6.0	SENE 22.0	NESW 38.0	
			NWSW 30.0	SESW 40.0	NESE 40.0	
			NWSE 38.0	SWSE 40.0	SESE 40.0	294.0
		9	NENW 13.0	SWNW 40.0	SENW 26.0	
			NESW 40.0	NWSW 40.0	SWSW 40.0	
			SESW 40.0	SWSE 3.0		242.0
		16	NWNE 2.0	Lot 1 (SWNE) 1.0	NENW 40.0	
			NWNW 40.0	SWNW 23.0	SENW 6.0	112.0
		17	NENE 20.0			20.0
Total number of acres irrigated:						668.0

<u>PLACE OF USE: DOMESTIC</u>					
<u>TWN</u>	<u>RGE</u>	<u>SEC</u>			
48N	04W	8	SENE	NESW	SESW
			NESE	NWSE	SWSE
			SESE		
		9	NENW	SWNW	SENW
			NESW	NWSW	SWSW
			SESW	SWSE	
		16	NWNE	Lot 1 (SWNE)	NENW
			NWNW	SWNW	SENW
		17	NENE		

CONDITIONS OF APPROVAL AND REMARKS

1. Proof of application of water to beneficial use shall be submitted on or before September 1, 2005.

MICROFILMED
NOV 26 2003

EXHIBIT

1

State of Idaho
Department of Water Resources

Permit To Appropriate Water

NO. 95-09045

CONDITIONS OF APPROVAL AND REMARKS

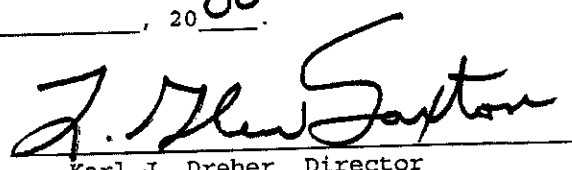
2. Subject to all prior water rights.
3. Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which permit holder had no control.
4. After specific notification by the department, the right holder shall install a suitable measuring device or shall enter into an agreement with the department to determine the amount of water diverted from power records and shall annually report the information to the department.
5. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.0 afa per acre at the field headgate for irrigation of the lands above.
6. The applicant shall submit to the Department the final design of the water use facilities including waste water treatment and storm runoff facilities for the project for review and approval prior to construction.
7. The right holder shall install and maintain a fish screen with 1/4 inch or smaller mesh at the point of diversion.
8. The right holder shall design and construct the water use facilities to assure that the facilities are capable of complying with the water quality requirements of the Division of Environmental Quality. Within one year of this approval, the right holder shall provide evidence to the Department that the facility has been constructed to meet these compliance requirements. The Director can extend the time for demonstrating compliance upon written request of the applicant and a showing of good cause therefor.
9. Domestic use is for the equivalent of 350 residences and does not include water for lawn, garden, landscape, or other types of irrigation.
10. If the right holder develops the domestic use from groundwater, the domestic use authorized by this approval is rescinded and will be of no further force or effect.
11. This permit replaces Permit 95-08762 and is not additive to it.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code.
Witness the signature of the Director, affixed at Boise, this

20th day of October, 2000.

MICROFILMED

NOV 26 2003

for 
Karl J. Dreher, Director



TAYLOR ENGINEERING, INC.
Civil Design and Land Planning
West 106 Mission Ave
Spokane, WA 99201

LETTER OF TRANSMITTAL

Voice Phone (509) 328-3371
Fax: (509) 328-8224

To: Bob Haynes, P.E.
Idaho Department of Water Resources
1910 Northwest Boulevard,
Suite #210
Coeur d'Alene, ID 83814

Date: March 9, 2006

COPY

From: Ronald G. Pace, P.E.

Re: Black Rock – Application for Amendment of Permit No. 95-9045

Bob:

Attached is a completed application for Amendment of Permit No. 95-9045 for Black Rock Utilities. The proposed amendment is to allow irrigation to the entire Black Rock Utilities service area that includes The Club at Black Rock and Black Rock North. The submittal includes the application, list of officers of Black Rock Utilities, Irrigated Acreage Map for the entire service area, water balance for the proposed irrigation pond and \$50.00 application fee.

Please process this application and if you need any additional information, please do not hesitate to call.

Ron

Cc: George Schillinger – Black Rock
Kyle Capps – Black Rock
Roger Nelson – Black Rock

EXHIBIT

tabbles
2

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR AMENDMENT OF A PERMIT

Applicant BLACK ROCK UTILITIES, INC. Phone (208) 665-2005
Address P.O. Box 3070 COEUR D'ALENE, ID 83816

I am the owner and holder of Permit to appropriate the Public Waters of the State of Idaho No. 95-9045, and request that the permit and permit map be amended and/or changed as follows:

Purpose of Amendment: _____ Change point of diversion _____ Add point of diversion
 _____ Change place of use X Change nature of use _____ Change period of use _____ Other _____

1. Point of diversion: 1/4 SW 1/4 NE 1/4, Section 16, Township 48N, Range 4W, B.M.,
County of KOOTENAI. Other points of diversion —

NOTE: WATER USE IS WITHIN THE SERVICE AREA OF BLACK ROCK UTILITIES, INC.

2. Period and nature of use: (Irrigation, domestic, stockwatering, industrial, etc.)

Amount 3.5 cfs for MUNICIPAL purposes from 1/01 to 12/31 (both dates inclusive)
(cfs or acre feet per annum) (water use) (Begin month) (End month)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum) (water use) (Begin month) (End month)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum) (water use) (Begin month) (End month)

3. Place of use or land to be irrigated:

[illegible]

Total number of acres to be irrigated = 545

4. a. Who owns the property at the point of diversion? BLACK ROCK DEVELOPMENT INC.
 b. Who owns the land to be irrigated at the place of use? BLACK ROCK DEVELOPMENT, INC.; BLACK ROCK H.I. THE CLUB AT BLACK ROCK; INDIVIDUAL LOT OWNERS
 c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: BLACK ROCK UTILITIES, INC. PROVIDES IRRIGATION WATER FOR ALL PROPERTY OWNERS WITHIN BLACK ROCK DEVELOPMENT.

Complete the following map by showing the point of diversion as proposed by _____ amendment.
Show 1/4 1/4, section, township, range and ditches. (the smallest subdivision represents 40 acres)

AREA SHOWN ON ATTACHED MAP

Scale: 2 inches equal 1 mile

I hereby request approval of this change subject to the fact that no one will be injured by the change, and that the change will be made at my own risk.

Signed this 8th day of MARCH, 2006

Permit Holder

ACTION OF THE DEPARTMENT OF WATER RESOURCES

Preliminary check by _____ Publication prepared by _____ Date _____

Published In _____ Publication dates _____

I, _____, of the Department of Water Resources hereby

Witness my hand this _____ day of _____, 19____

SIGNATURE

Officers of Black Rock Utilities, Inc.

Name:

Marshall Chesrown
George Schillinger
Chad Roundtree

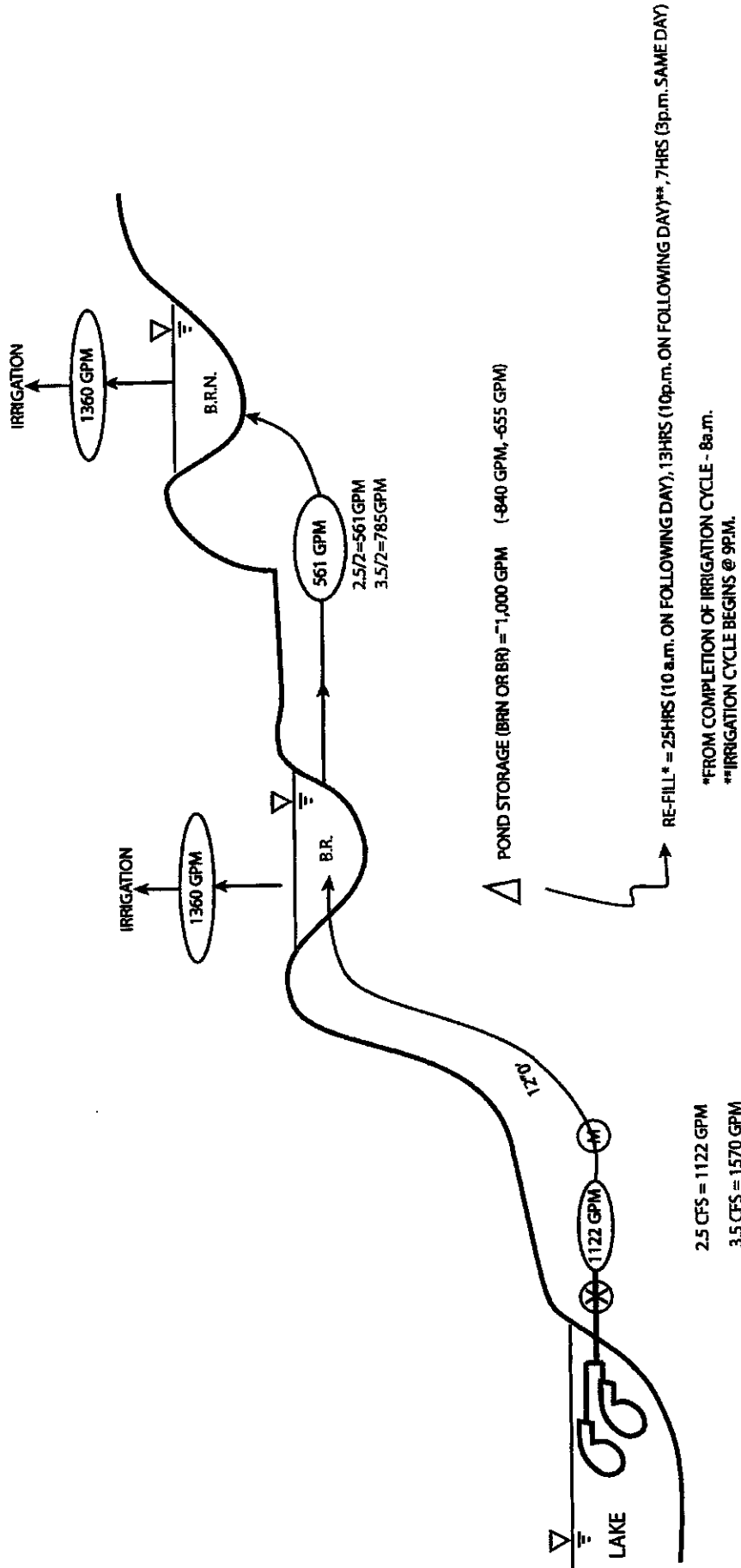
Position:

President
Vice President
Treasurer

Time	Limiting~1/2 Lake Pump Capacity, gpm	3.5 cfs Irrigation Water Right		Change in Storage, gal	Evaporation, (0.2 in/day) gallons	Pond Volume, gal
		Outflow	Inflow - Outflow, gpm			
9:00 P.M.	785	1,360		0		6,055,808
			-575		-12,830	
10:00 PM	785	1,360		-34,476		6,008,502
			-575			
11:00 PM	785	1,360		-34,476		5,974,026
			-575			
12:00 AM	785	1,360		-34,476		5,939,550
			-575			
1:00 AM	785	1,360		-34,476		5,905,074
			-575			
2:00 AM	785	1,360		-34,476		5,870,598
			-575			
3:00 AM	785	1,360		-34,476		5,836,122
			-575			
4:00 AM	785	1,360		-34,476		5,801,646
			-575			
5:00 AM	785	1,360		-34,476		5,767,170
			-575			
6:00 AM	785	1,020		-34,476		5,732,694
			-235			
7:00 AM	785	1,020		-14,076		5,718,618
			-235			
8:00 AM	785	0		-14,076		5,704,542
			785			
9:00 AM	785	0		47,124		5,751,666
			785			
10:00 AM	785	0		47,124		5,798,790
			785			
11:00 AM	785	0		47,124		5,845,914
			785			
12:00 PM	785	0		47,124		5,893,038
			785			
1:00 PM	785	0		47,124		5,940,162
			785			
2:00 PM	785	0		47,124		5,987,286
			785			
3:00 PM	785	0		47,124		6,034,410
			785			full
4:00 PM	785	0		47,124		6,081,534
			785			
5:00 PM	785	0		47,124		6,128,658
			785			
6:00 PM	785	0		47,124		6,175,782
			785			
7:00 PM	785	0		47,124		6,222,906
			785			
8:00 PM	785	0		47,124		6,270,030
			785			
9:00 PM	785	0		47,124		6,317,154
			785			

BLACK ROCK NORTH

IRRIGATION ANALYSIS



Taylor Engineering, Inc.
Civil Design and Land Planning
W. 106 Mission Ave.
Spokane, Washington 99201
(509) 328-3371 FAX (509) 328-8224

ORIGINAL DOCUMENT PRINTED ON CHEMICAL RESISTIVE PAPER WITH MICROPRINTED BORDER. SEE REVERSE SIDE FOR COMPLETE SECURITY FEATURES. A

98-703/1251



TAYLOR ENGINEERING, INC.
108 W. MISSION
SPOKANE, WASHINGTON 99201
(509) 328-3371

FOR 05-102
Warr. Right Amend.

1506

PAY
AMOUNT
OF

DOLLARS

CHECK
AMOUNT

TO THE ORDER OF

DATE

CHECK
NUMBER

3/9/66	TD Dwyg Jwarr Resources	1506
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\$ 50.00

TAYLOR ENGINEERING, INC.

Amendments
16506 E. SPRAGUE AVENUE
VERADALE, WA 99037
1-800-772-5479



001506 1251070371000602431

IRRIGATED ACREAGE SUMMARY MAP

IRRIGATED ACREAGE SUMMARY
for the
CLUB @ BLACK ROCK and BLACK ROCK NORTH

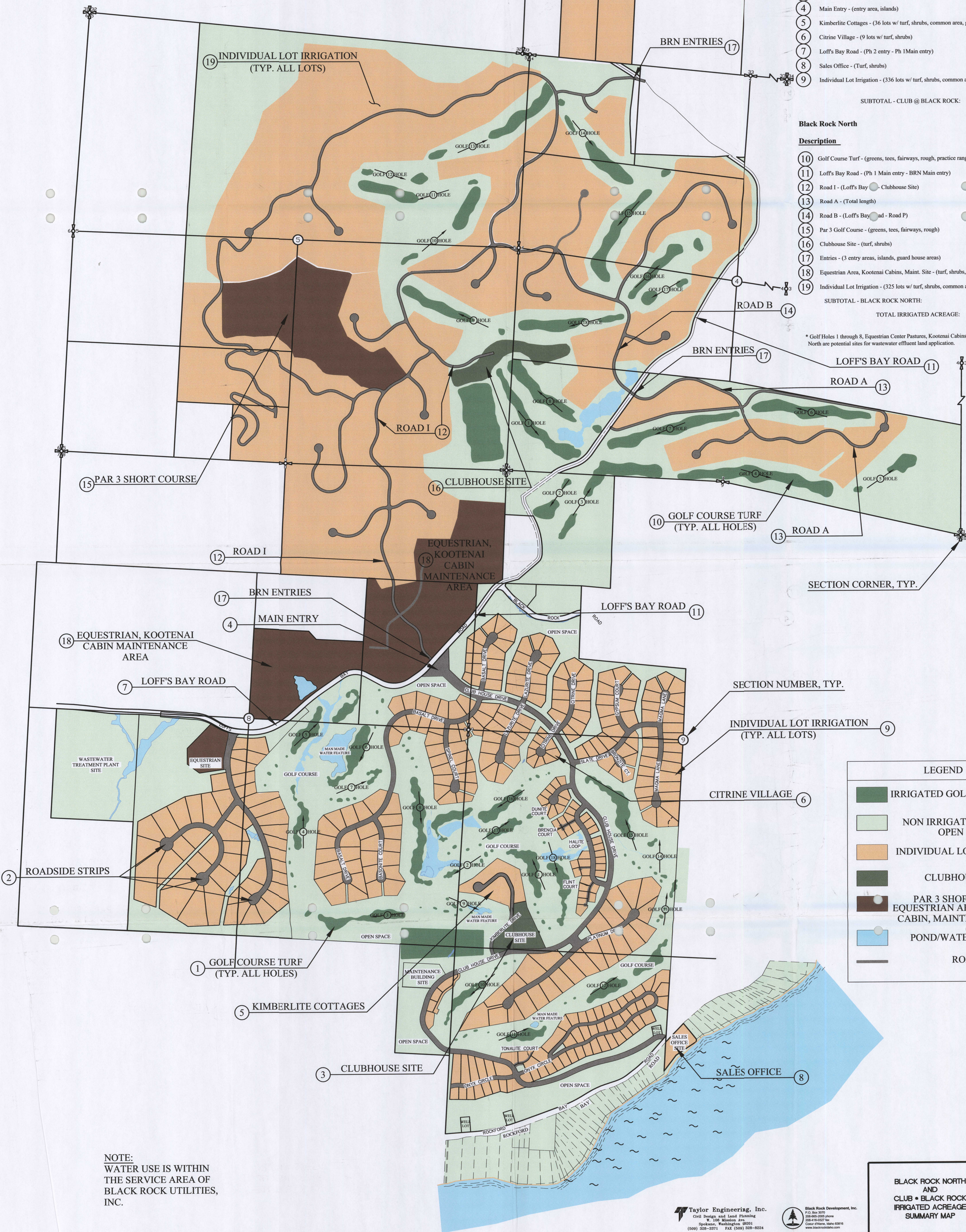
Club @ Black Rock

Description	Irrigated Area
1 Golf Course Turf - (greens, tees, fairways, rough)	100.0 acres
2 Roadside Strips - (Phase 2 roadways)	5.0 acres
3 Clubhouse Site - (turf, shrubs)	5.0 acres
4 Main Entry - (entry area, islands)	5.0 acres
5 Kimberlite Cottages - (36 lots w/ turf, shrubs, common area, golf green)	10.0 acres
6 Citrine Village - (9 lots w/ turf, shrubs)	8.0 acres
7 Loff's Bay Road - (Ph 2 entry - Ph 1 Main entry)	5.0 acres
8 Sales Office - (Turf, shrubs)	2.0 acres
9 Individual Lot Irrigation - (336 lots w/ turf, shrubs, common area)	75.0 acres
SUBTOTAL - CLUB @ BLACK ROCK:	
215.0 acres	

Black Rock North

Description	Irrigated Area
10 Golf Course Turf - (greens, tees, fairways, rough, practice range)	125.0 acres
11 Loff's Bay Road - (Ph 1 Main entry - BRN Main entry)	10.0 acres
12 Road I - (Loff's Bay Clubhouse Site)	10.0 acres
13 Road A - (Total length)	5.0 acres
14 Road B - (Loff's Bay Road - Road P)	5.0 acres
15 Par 3 Golf Course - (greens, tees, fairways, rough)	25.0 acres
16 Clubhouse Site - (turf, shrubs)	5.0 acres
17 Entries - (3 entry areas, islands, guard house areas)	5.0 acres
18 Equestrian Area, Kootenai Cabins, Maint. Site - (turf, shrubs, pasture)	40.0 acres
19 Individual Lot Irrigation - (325 lots w/ turf, shrubs, common area)	90.0 acres
SUBTOTAL - BLACK ROCK NORTH:	
330.0 acres	
TOTAL IRRIGATED ACREAGE:	
545.0 acres	

* Golf Holes 1 through 8, Equestrian Center Pastures, Kootenai Cabins and Practice Range on Black Rock North are potential sites for wastewater effluent land application.



NOTE:
WATER USE IS WITHIN
THE SERVICE AREA OF
BLACK ROCK UTILITIES,
INC.

BLACK ROCK NORTH
AND
CLUB @ BLACK ROCK
IRRIGATED ACREAGE
SUMMARY MAP

SCALE:
1" = 400'
SHEET
1 OF 1

Taylor Engineering, Inc.
Civil Design and Land Planning
100 Main Ave.
Spokane, Washington 99201
(509) 325-3371 FAX (509) 325-3324

Black Rock Development, Inc.
P.O. Box 1070
200-660-2000 phone
200-616-0227 fax
Corner of Arden, Idaho 83816
www.blackrockidaho.com

EXHIBIT
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**SETTLEMENT AGREEMENT BETWEEN BLACK ROCK UTILITIES, INC. AND THE
KOOTENAI ENVIRONMENTAL ALLIANCE IN REGARDS TO IDWR APPLICATION
FOR AMENDMENT OF PERMIT NO. 72669**

This Settlement Agreement (Agreement) is entered into by and between the Kootenai Environmental Alliance (KEA) and Black Rock Utilities, Inc. (Black Rock) to resolve disputes regarding IDWR Application for Amendment of Permit No. 72669 to change the water use for Water Permit 95-9045 from 2.50 CFS for irrigation and 1.00 for domestic to 3.50 CFS for municipal use. The water is diverted from Lake Coeur d'Alene.

In consideration of the mutual promises specified herein and by conditioning their performance under this Agreement upon satisfaction of the identified conditions precedent, and for other good and valuable consideration, the Parties agree as follows:

A. Scope of Agreement

This Agreement is intended as settlement all matters related solely to the protest filed by KEA of Application for Amendment of Permit No. 72669.

B. Actions of Black Rock

Under the terms of this Agreement, Black Rock agrees to undertake the following actions:

1. Submit a letter to Idaho Department of Resources stating that Black Rock will change its request for Application for Amendment of Permit No. 72669 pursuant to the settlement with KEA.
2. Agree to relinquish the 1.00 CFS for domestic use as described in Permit No. 95-9045.
3. Agree to limit the municipal use for irrigation only from 3/15 to 11/15, with the exception of fire protection and construction water. "Construction water" will be used only for dust control and compaction during a two-year period for construction of roads, golf course and building pads. Black Rock will notify KEA and IDWR in writing at the beginning and end of the two-year construction period.
4. Report on a yearly basis the annual water withdrawal information by October 15 for fiscal year ending on October 1 to Idaho Department of Water Resources (IDWR) and, submit the annual water withdrawal report to KEA only upon receipt of notification from KEA. Such notifications shall include written or e-mail notice from KEA.

C. Mutual Actions

The Parties agree to jointly file a notice of settlement, a copy of this Agreement, and a conditional motion to withdraw protest requesting that IDWR issue a water right that:

1. Incorporates the terms described in section B, above and
2. References this Agreement and includes a copy of this Agreement in the permit file.

The conditional motion to withdraw protest shall be conditioned upon the acceptance and inclusion of the terms set forth in that section by IDWR. The Parties further agree not to protest or otherwise challenge the terms of IDWR's water right permit should the terms of that permit be issued in a manner consistent with this Agreement.

D. Actions of KEA

In consideration for the actions identified above that incorporates the terms set forth in section C, KEA agrees to a full and final dismissal of its protest.

E. Non-Severability



The paragraphs of this Agreement are not severable. This Agreement is executed on the understanding that each paragraph is in consideration of the others.

F. Good Faith

The Parties to this Agreement agree to act in good faith and make all reasonable efforts to satisfy the conditions of the Agreement.

G. Successors and Assigns

This Agreement will be binding and will inure to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns, except as restricted by this Agreement.

H. Authorizations

All individuals executing this Agreement and other documents on behalf of the respective Parties certify and warrant that they have the capacity and have been duly authorized to so execute the documents on behalf of the Party so indicated.

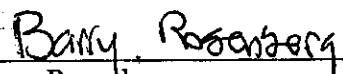
I. Advice of Attorneys

Each Party represents and warrants that in executing this Agreement, each has been advised by or has had an opportunity to be advised by independent legal counsel. Each party has read the terms of this Agreement and understands their consequences. Each Party further acknowledges and represents that, in executing this Agreement, it has not relied on any inducements, promises or representations made by any other Party or its representatives, except as otherwise stated in this Agreement.

J. Entire Agreement and Amendment

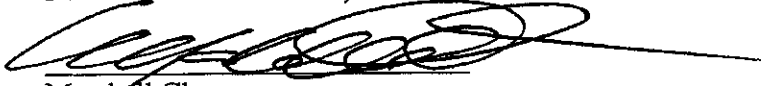
With respect to the issues considered herein, this Agreement contains the entire understanding and agreement of the Parties. There have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature binding except as stated in this Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Agreement and by no other means. An amendment to the Agreement is binding only on the Parties that execute the Amendment. Each Party waives its right to claim, contest or assert that this Agreement was modified, cancelled, superseded or changed by any oral agreement, course of conduct, waiver, or estoppel.

For the Kootenai Environmental Alliance


Barry Rosenberg

7/19/06
Date

For Black Rock Utilities, Inc.


Marshall Chesrown

7-17-06
Date

MODEL 3855

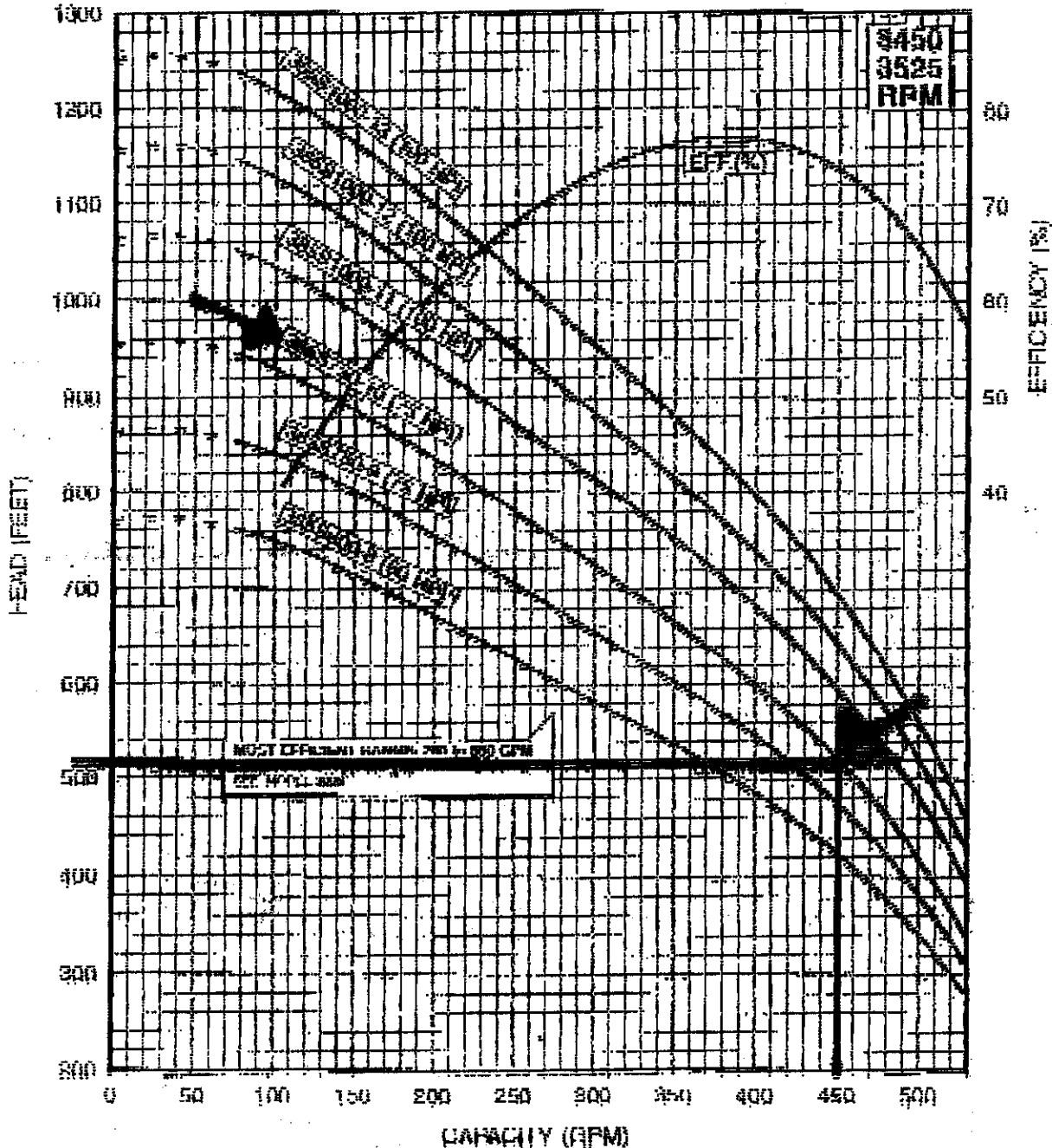
385 GPM

PERFORMANCE CURVES

FLOW RANGE: 75 - 550 GPM

OUTLET SIZE: 4" NPT

NOMINAL DIA. 8"

BLACK ROCK LAKE PUMPS = 2 EA. @ 75 HP

SPECIFICATIONS SUBJECT TO CHANGE WITHOUT NOTICE.
 * MOTOR STANDARD 7.5-50 HP/3450 RPM
 * MOTOR STANDARD 75-100 HP/3525 RPM
 * ALL OTHER MOTOR SIZES AVAILABLE

For typical performance to ISO 9906 Annex A
 at 8 ft. min. submergence.

EXHIBIT

421

tabbies

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GRUNDFOS