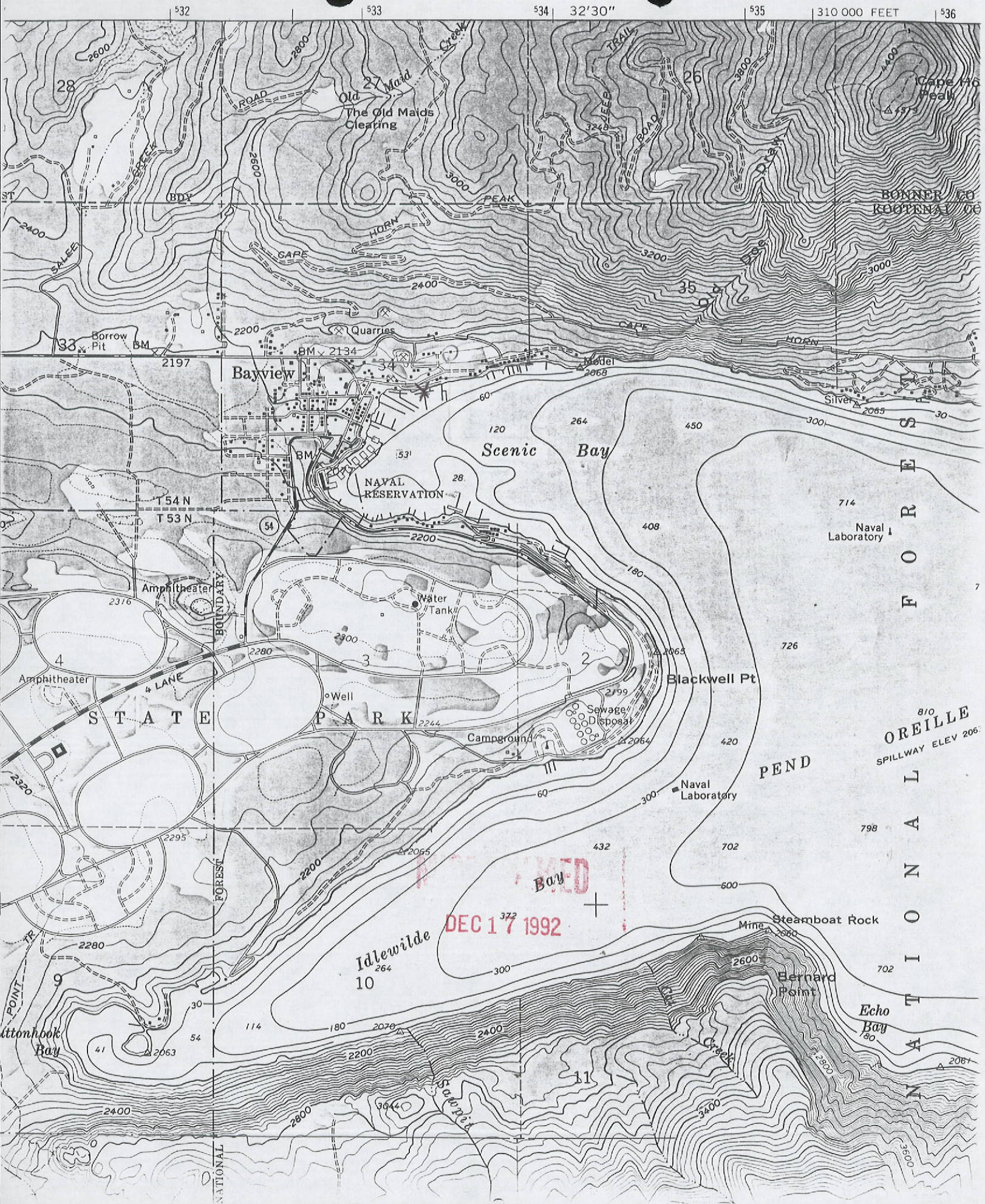
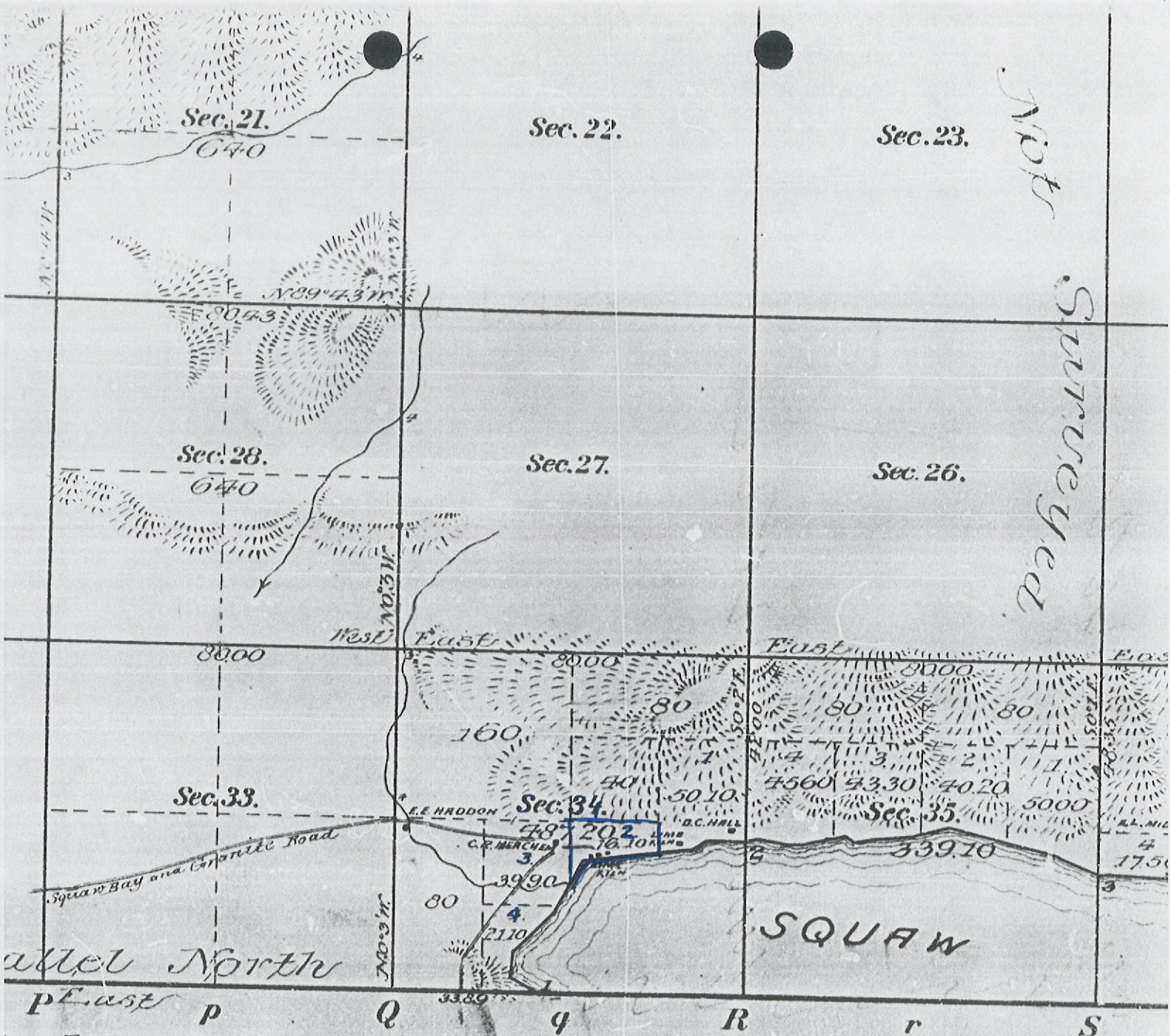


96-8708

7.5 MINUTE SECTION
NE/4 AT





10 Ac. Total number of Acres 10,222.96 (Additional)

Number of Surveys Ch. ^s Lk. ^s	When Surveyed	Mean Declination
34 10	Aug. 26 - 29 - 1892	
09 64	Aug. 27 - Sept. 1 - 1892	21° 38' E.
05 21	" "	
33 89	Aug. 27 - 1892	

The above Map of Town 10 North, Range 2 West, Boise Meridian, notes of the survey thereof by Surveyor General C. J. Boise City, Idaho, May 14th 1894

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OCT 16 1995

T57N R2W

5/14/1894 survey

96-8708

10/4/95

Pumping Distance APPROX 900 FT Horizontal
100 FT Vertical

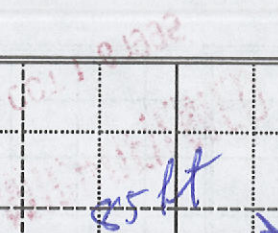


Photo of Diversion and System Attached

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
	FRANKLIN		Submersible		

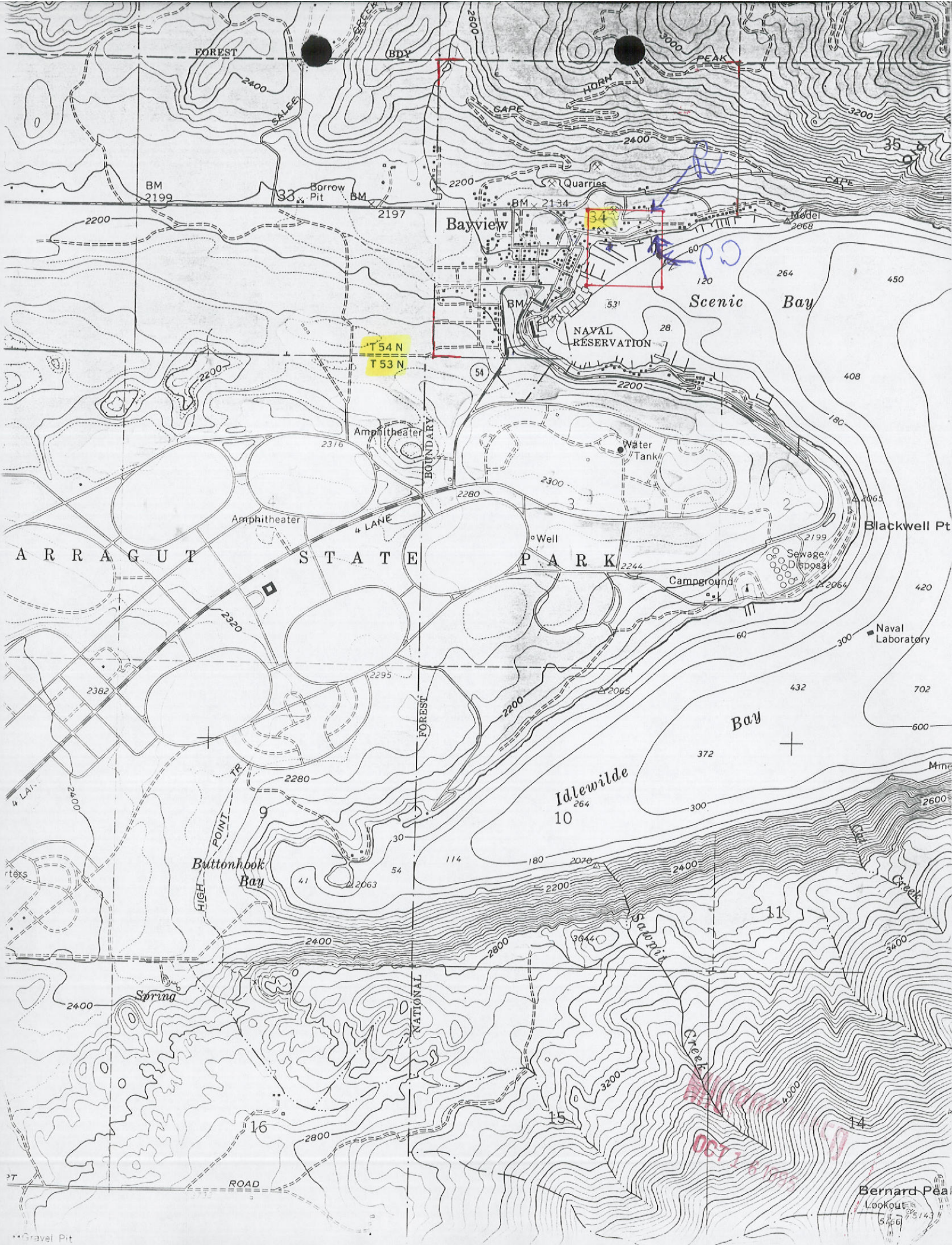
D. FLOW MEASUREMENTS

1.

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OCT 16 1995

2. Measurements:



For some reason the PO photos
didn't come out.



PO



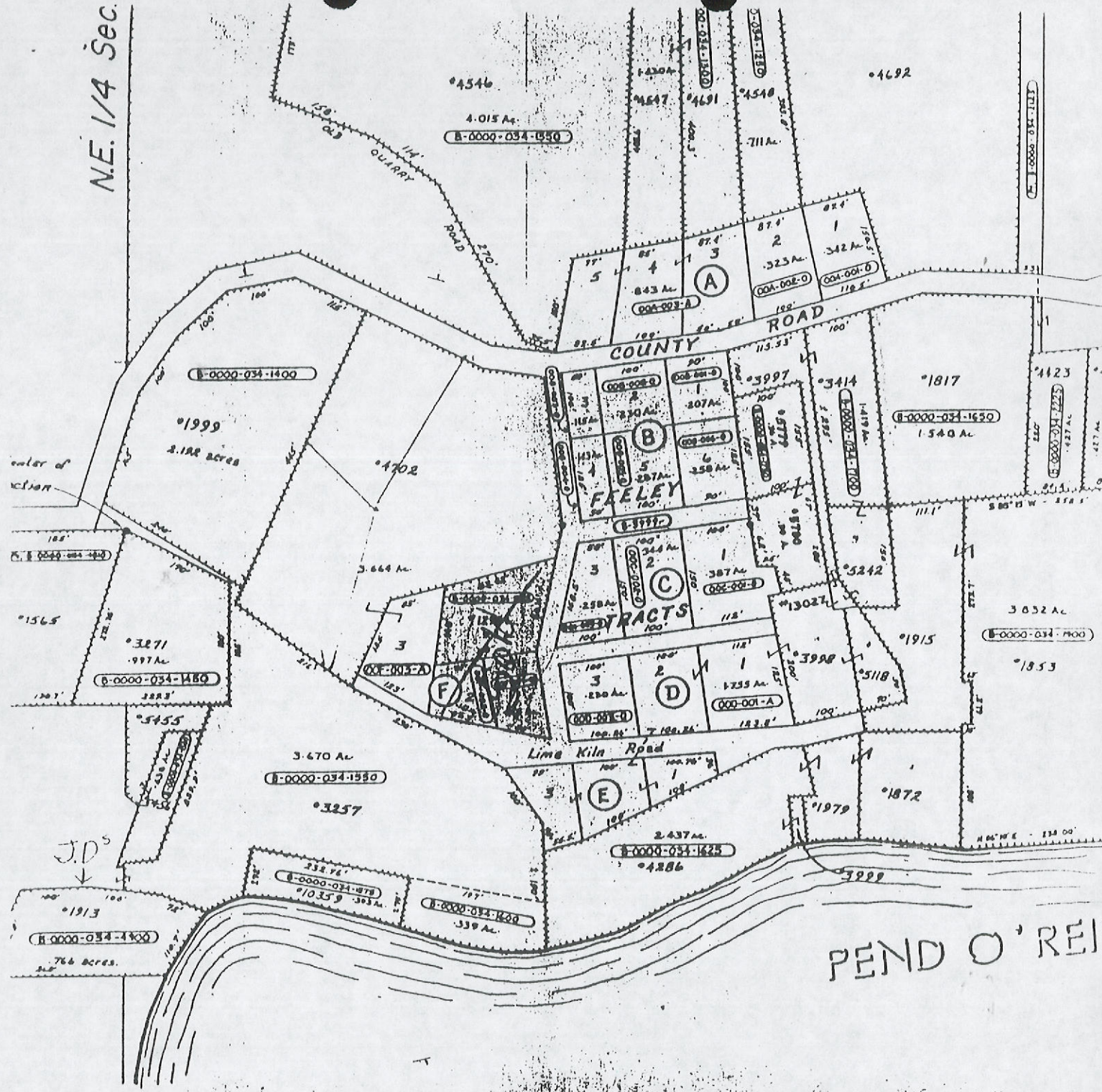
PO



Run Control
PO

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OCT 16 1995

N.E. 1/4 Sec.



Water Line
Property Line

RECORDED
DEC 17 1992

IN:
IN/NEAR
DATE: COUNTY, SHEET OF
APPLICATION BY:

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 96-08708

Priority: August 10, 1992

Maximum Diversion Rate:

0.07 CFS

Maximum Diversion Volume:

6.0 AF

This is to certify, that GALE HILDRETH
ANN HILDRETH

PO BOX 39

ATHOL ID 83801-0039

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated August 10, 1992; and has submitted Proof of Beneficial Use on July 19, 1993. An examination indicates that the works have a diversion capacity of 0.070 cfs of water from:

PEND OREILLE LAKE

tributary to PEND OREILLE RIVER

source, and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	03/15 to 11/15	0.07 CFS	6.0 AF

LOCATION OF POINT(S) OF DIVERSION: Lot 2(NENWSE), Sec. 34, Township 54N, Range 02W
KOOTENAI County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
54N	02W	34	Lot 2(NWSE)	2		2

Total number of acres irrigated: 2

CONDITIONS OF APPROVAL AND REMARKS

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount which can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. This right when combined with all other rights shall provide no more than 0.07 cfs nor more than 6.0 afa for the land described above.

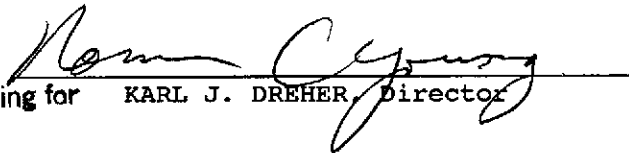
OCT 16 1995

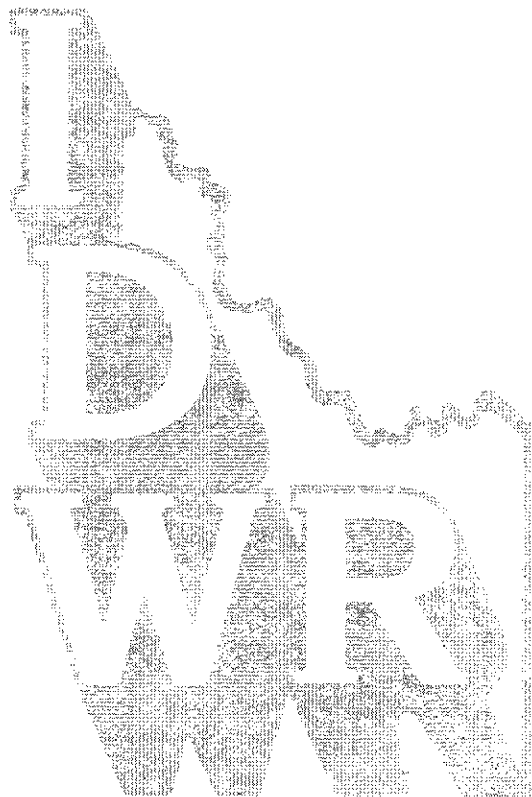
State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 96-08708

This license is issued pursuant to the provisions of Section 42-219, Idaho Code.
Witness the seal and signature of the Director, affixed at Boise, this 5TH
day of OCTOBER, 1995.

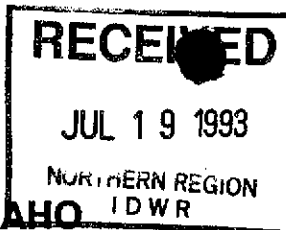

Acting for KARL J. DREHER, Director



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OCT 16 1995

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JUL 21 1993
Department of Water Resources



OFFICE USE ONLY
Amt. of Fee \$ 50.00
Date 7/19/93
Receipt No. N6754
Receipt by [Signature]

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

PROOF OF BENEFICIAL USE

The Idaho Department of Water Resources considers this form a statement that the permit holder(s) has/have completed all development that will occur under this permit and that water has been applied according to the provisions of the permit for the beneficial use(s) described below. This form must be accompanied by a license examination fee, when necessary, or a completed field examination report prepared by a certified water right examiner who has been appointed by the department.

1. Permit No. 96-08708 Telephone No. 772-3691
2. Name(s) of Permit Holder(s): Gale and Ann Hildreth
3. Mailing Address: P.O. Box 39, Athol, ID 83801
4. Source of Water: Pend Orielle Lake

If GROUNDWATER, Well Driller's Name: _____ Date Drilled: _____

OPTIONAL:

Pump horsepower: 3 Pressure (psi): _____ Dynamic pumping level (ft.): _____

5. Extent of Use (as authorized by the permit):

Domestic _____ (No. of households) Stockwater _____ (No. and type of stock)

Irrigation 2 (No. of acres) Other _____

6. Total rate and/or volume for which proof is submitted .07 cfs OR _____ acre/feet

7. Refer to the approval conditions on your permit and respond accordingly:

Measuring device: Required? ____ Yes X No Installed? ____ Yes ____ No

OR

Flow Measurement Port: Required? ____ Yes X No Installed? ____ Yes ____ No

8. Fee Enclosed: \$ 50.00 (See License Fee Schedule on back of Instruction Sheet)

9. Person to contact to accompany the Department representative during field examination of the water system.

Gale Hildreth 772-3691
Name Telephone No.
P.O. Box 39 Athol, ID 83801
Address

10. The above information is my true statement of the extent to which the above numbered permit has been developed and I relinquish any undeveloped portion of the permit to the state of Idaho.

SEP 01 1993

7-7-93

Date

Signature (and title, if on behalf of a company or organization)

State of Idaho
Department of Water Resources

NO. 96-08708

Proposed Priority: August 10, 1992
This is to certify, that **GALE HILDRETH**
ANN HILDRETH
PO BOX 39
ATHOL ID 83800

Maximum Diversion Rate:

0.07 CFS

has applied for a permit to appropriate water from:

PEND OREILLE LAKE

tributary of **PEND OREILLE RIVER**

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

BENEFICIAL USE

PERIOD OF USE

RATE OF DIVERSION

IRRIGATION

03/15 to 11/15

0.07 CFS

LOCATION OF POINT(S) OF DIVERSION:

NENWSE , Sec. 34, Township 54N, Range 02W
KOOTENAI County

PLACE OF USE: IRRIGATION

TWN RGE SEC

ACRES

ACRES

ACRES

TOTAL

54N 02W 34

NWSE 2

2

Total number of acres irrigated:

2

CONDITIONS/REMARKS:

1. Proof of construction of works and application of water to beneficial use shall be submitted on or before December 1, 1993.
2. Subject to all prior water rights.
3. The issuance of this right in no way grants any right-of-way or easement across the land of another.
4. The rate of diversion of water for irrigation under this right and all other water rights on the same land shall not exceed 0.04 cubic feet per second for each acre of land.

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

4th day of November, 1992

for R. Keith Higginson, Director

APPROVED

DEC 17 1992

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant Gale or Ann Hildreth Phone 772-3691
Post office address PO Box 39 Athol Id 83801
2. Source of water supply Pend Oreille Lake which is a tributary of PEND OREILLE R.
3. Location of point of diversion is NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$, Govt. Lot _____
Sec. 34 Township 54N Range 2W B.M. Kootenai County; additional
points of diversion if any: None
4. Water will be used for the following purposes:
Amount 107 for Irrigation purposes from 3/15 to 11-15 BLM (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated is (a) .0407 and/or (b) _____
cubic feet per second acre feet per annum
6. Proposed diverting works:
 - a. Description of ditches, flumes, pumps, headgates, etc. 5hp pump submerged
in Lake thru a 1 1/4" poly pipe approx 900'
in length
 - b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total
reservoir capacity _____ acre-feet; period of year when water will be diverted to storage:
_____ to _____ inclusive.
 - c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet.
 - d. Is ground water with a temperature of greater than 90°F being sought? _____
7. Time required for the completion of the works and application of the water to the proposed beneficial use is
60 days years (minimum 1 year).

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8. Description of proposed uses (if irrigation only, go to item 9):

- Hydropower; show total feet of head and proposed capacity in KW. _____
- Stockwatering; list number and kind of livestock. _____
- Municipal; show name of municipality. _____
- Domestic; show number of households. _____
- Other; describe fully. _____

9. Description of place of use:

- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- 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	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
54N	2W	34													2				2

Total number of acres to be irrigated 2

10. Describe any other water rights used for the same purposes as described above. Developed

Spring Claim 96-4703

11. a. Who owns the property at the point of diversion? SCENIC BAY MARINA / STATE OF IDAHO

b. Who owns the land to be irrigated or place of use? Gale & Ann Hilbreth

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing. Permission to place & maintain Pump & Line including Electrical Service.

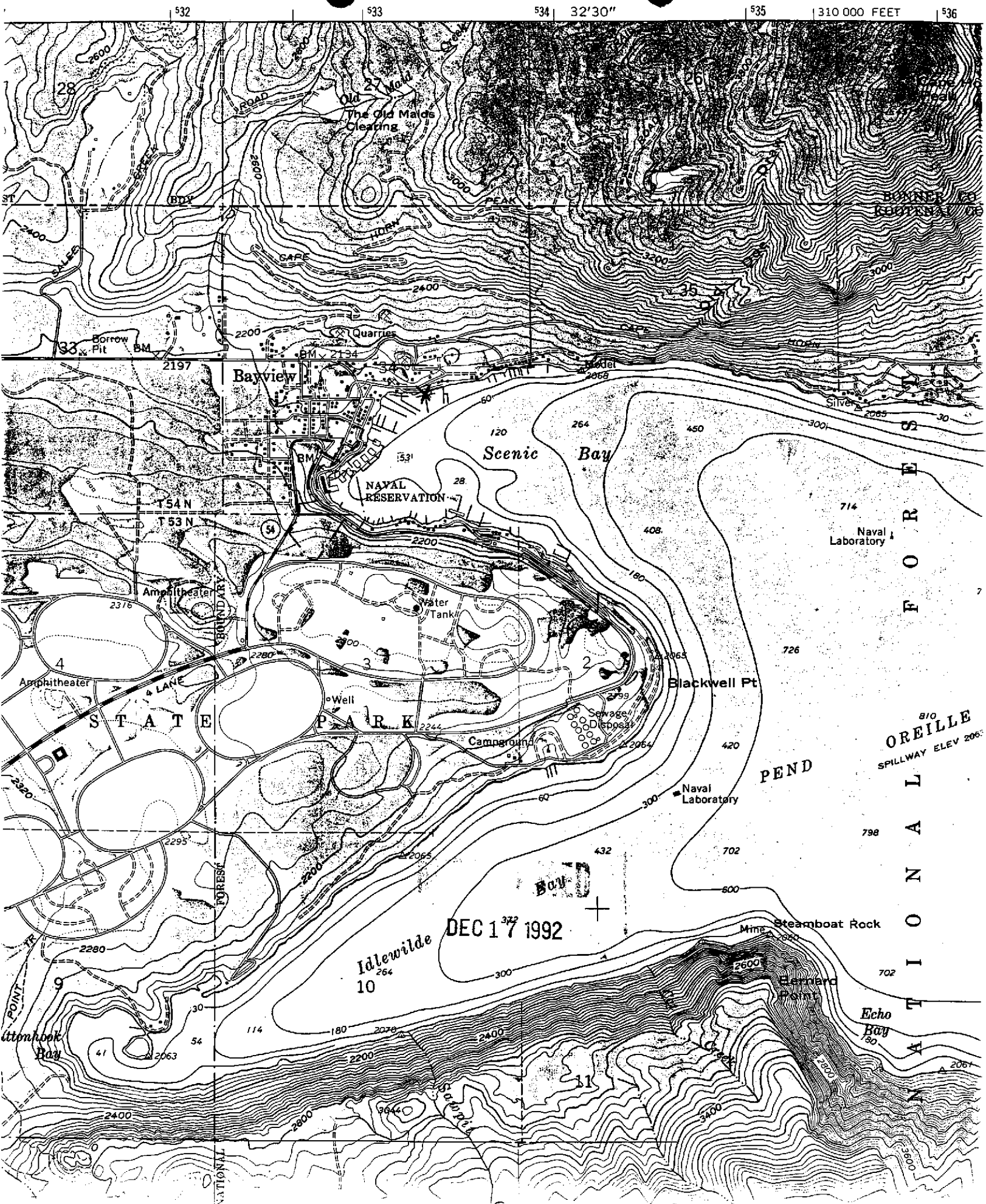
12. Remarks: Apply TO LANDS FOR ENCROACHMENT PNT

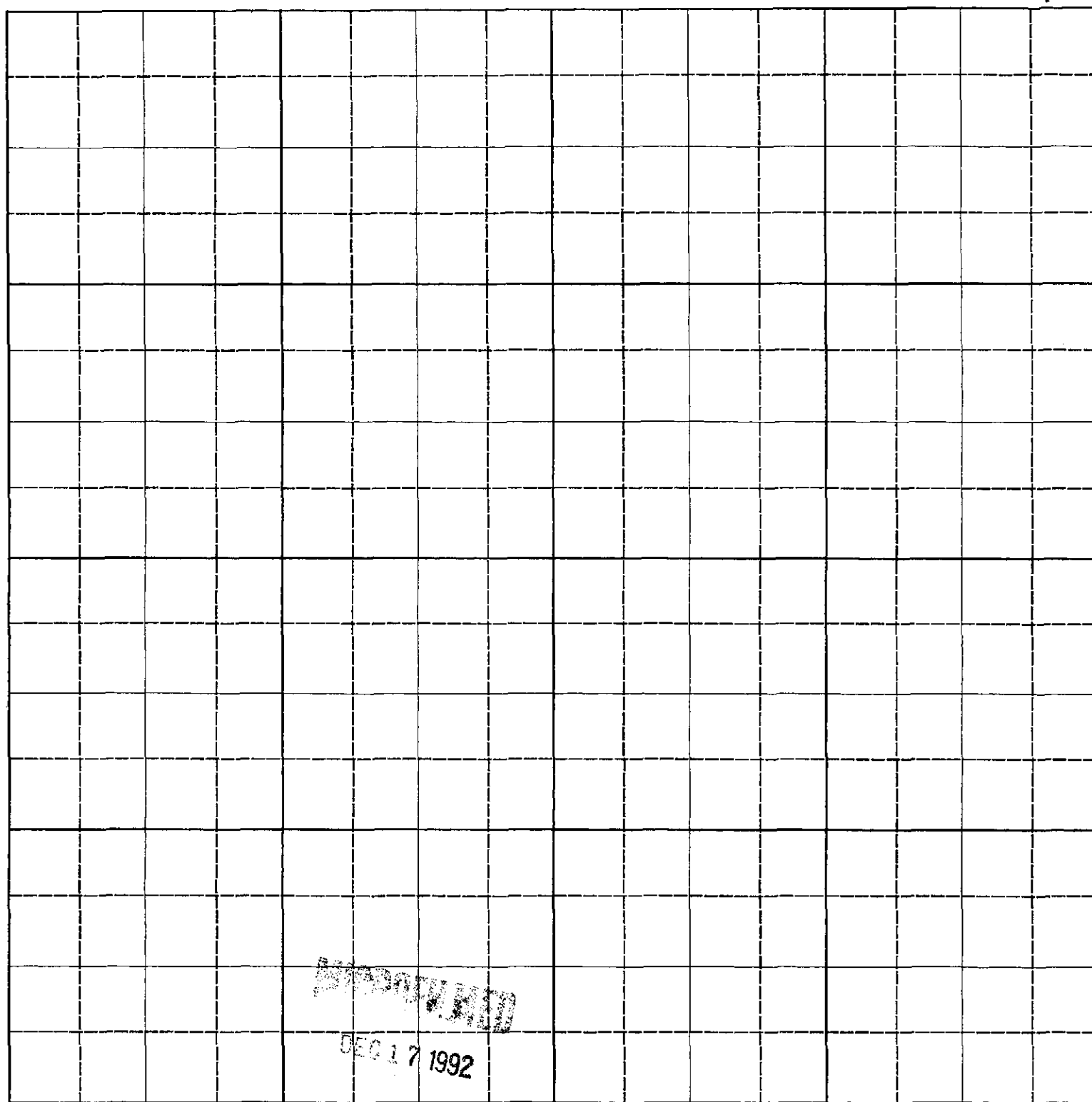
NOT RECORDED

DEC 17 1992

96-8708

7.5 MINUTE SECTION
NE/4 AT





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DEC 17 1992

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

(Applicant)

Received by pm Date 8/10/92 Time 1:32 PM Preliminary check by B
Fee \$ 30⁰⁰ Received by pm # N 5809 Date 8/10/92
Publication prepared by pm Date 8/12/92 Published in CD 1A Quads 8/20-27/92
Publication approved pm Date 9/4/92

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. _____, and said application is hereby _____.

1. Approval of said application is subject to the following limitations and conditions:

- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before _____, 19 ____.
- c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.
- d. The water right acquired under this permit if for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this permit and shall not give rise to any right or claim against any future rights to the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this permit.
- e. Other:

APPROVED
FALL 1992

DEC 17 1992

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO,
County of Kootenai, } ss.

Keri Alexander being first duly sworn
upon oath deposes and says:

1. I am now and at all times hereinafter mentioned was a citizen of the United States, resident of the State of Idaho, over the age of twenty-one years and not a party of the above entitled action.

2. I am now and at all times hereinafter mentioned was the printer (principal clerk) of the "Coeur d'Alene Press," a newspaper printed and published daily except Sunday in Coeur d'Alene, Kootenai County, Idaho, and having a general circulation in said county.

3. The

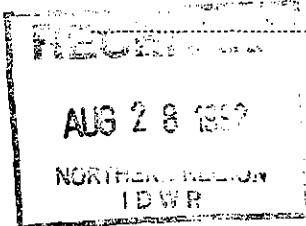
Legal Notice

of which the annexed is a printed copy, was published in the regular THURS. issue of said newspaper for 2 consecutive weeks, commencing on the 20th day of August, 1992, and ending on the 27th day of August, 1992, and such publication was made as often during said period as said daily newspaper was regularly issued.

4. That said newspaper has been continuously and uninterruptedly published in said Kootenai County, during a period of more than seventy-eight consecutive weeks immediately prior to the first publication of said notice.

Keri Alexander

Subscribed and sworn to before me this 27th day of August, 1992.



Roberta Granley
Notary Public for the State of Idaho,
residing at Coeur d'Alene, Idaho.

2-3-93

DEC 17 1992

NOTICE OF APPLICATION FOR WATER RIGHT

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

95-08765
AUSTIN, DOROTHY K
AUSTIN, CLAUDE W
BROGAN, BUD L
BROGAN, JOAN
E 3430 16TH AVE
POST FALLS, ID 83854
Source: GROUNDWATER
Diversion Pt: NWSE Sec 36 T 51N R 05W
in KOOTENAI County.
Use: IRRIGATION (150 CFS)
STOCKWATER (.020 CFS)
DOMESTIC (.040 CFS)
Total Diversion: (150 CFS)

Dated Filed: 7/30/1992
In: KOOTENAI County
T51N R05W S36 NWSE
5.0 ACRES TOTAL

95-08766
MOUNTAINVIEW RANCHES
E. 3115 THOMAS LN
COEUR D'ALENE, ID 83814
Source: GROUNDWATER
Diversion Pt: NENE Sec 29 T 51N R 04W
in KOOTENAI County.
Use: DOMESTIC (.360 CFS)
Total Diversion: (.360 CFS)

Dated Filed: 8/11/1992
In: KOOTENAI County
T51N R04W S29 NENE
96-08708

HILDRETH, GALE
HILDRETH, ANN
PO BOX 39
ATHOL, ID 83801
Source: PEND OREILLE LAKE
Tributary: PEND OREILLE RIVER
Diversion Pt: NENWSE Sec 34 T 54N R 02W in KOOTENAI County.
Use: IRRIGATION (.070 CFS)
Total Diversion: (.070 CFS)

Dated Filed: 8/10/1992
In: KOOTENAI County
T54N R02W S34 NWSE
2.0 ACRES TOTAL

For additional information concerning the property location, call the Northern Regional Office at 765-4639.

The permit(s) will be subject to all prior water rights. Protests must be filed with the Director, Dept. of Water Resources, Northern Region, 1910 Northwest Blvd., Suite 210, Coeur d'Alene, Idaho 83814 on or before SEPTEMBER 8, 1992.

R. KEITH HIGGINSON, Director
Legal 25
Aug. 20, 27, 1992



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

October 5, 1995

GALE HILDRETH
ANN HILDRETH
PO BOX 39
ATHOL ID 838010039

RE: WATER RIGHT NO. 96-08708

Dear Water Right Holder(s):

Enclosed is a copy of the Water Right License issued on the above referenced permit. If you have any questions, please contact me within 10 days of receipt of this license.

Sincerely,

Shelley W. Keen
Water Rights Supervisor

SK:rl

Enclosure

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B/U FIELD EXAM REVIEW
Cindy Zimmerman

Permit #: 96-8708 Name: Hildreth Date: 10/4/95
App Rcd 8/10/92 Priority 8/10/92 Examined 7/13/95 ✓ Lots

	Chng	Same	
NAME	<u> </u>	<u>✓</u>	Or Address Change?
SOURCE	<u> </u>	<u>✓</u>	Clarify source <u>is tributary to Bend Oreille Lake</u> Prelim. Order to Void - Source change.
P/D	<u> </u>	<u>✓</u>	Amendment Needed? <u>LT 2</u> -P39, P38 Overlap(s) <u> </u>
P/U	<u> </u>	<u>✓</u>	Amendment Needed? <u>LT 2</u> -P41, P38 Overlap(s) <u> </u> *P/D & P/U Amend? <u>P37, P38</u> (See paragraph list for governmental agencies.)
RATE	<u> </u>	<u>✓</u>	Permit/fee limits <u>0.07</u> / <u>0.20</u> Measured Q= <u>0.07</u> cfs/Theoretical Q= <u> </u> cfs <u>irr = 2.0 acres x 0.03 cfs/Acre = 0.06 cfs</u> <u>measured w/ 5 gal bucket @ 30 gpm = 0.07 cfs</u> <u> </u> <u>✓</u> Recommended capacity <u>0.07</u> cfs <u> </u> <u>✓</u> Recommended rate <u>0.06</u> cfs
VOLUME	<u> </u>	<u>✓</u>	Season of Use: <u>(D/3.0)</u> <u>3/15-11/15</u> = <u>246</u> days Calculations: <u>irr = 2.0 acres x 3.0 AF/Acre = 6.0 AF</u> <u> </u> <u>✓</u> Flow limit: <u>0.06</u> x <u>246</u> x <u>1.9835</u> = <u>29.3</u> AF Recommended volume <u>6.0</u> AF
USES	<u> </u>	<u>✓</u>	Same Nature of Use? <u> </u> -P46 Amendment Needed? <u> </u>
REMARKS	<u> </u>	<u> </u>	Multiple p/d's in <u>1 1/4</u> ? <u> </u>
CONDITIONS	<u> </u>	<u> </u>	Measuring (R01)/Locking (R02) Devices <u> </u> Watermaster Control (R04) - WD # <u> </u> <u>R49</u> Irrigation rate/volume overlap <u> </u> <u> </u> Irrigation water overlap (065) (If gw use sw) <u> </u> <u> </u> Water Quality <u> </u> <u> </u> Other <u> </u>

PRIORITY Due 12/1/93 Rc'd 7/19/93 Receipt# N6754 Fee OK? (Yes)/No
Order to Reinstate Needed? Yes/No Done?
If Yes, Advanced? Yes/No to:
add govt lots

COMMENTS: license rate & volume to standards beneficially used.

USE	CFS	DIV VOL	Adjustment Memo <u>✓</u>
<u>irr/2.0</u>	<u>0.06</u>	<u>6.0</u>	
<u> </u>	<u> </u>	<u> </u>	
<u> </u>	<u> </u>	<u> </u>	
<u>TOTAL</u>	<u>0.06</u>	<u>6.0</u>	

LICENSE: P49
#1 AMEND LTR: P46 or
P39/P41/P37 & P38
#2 AMEND LTR: P42/P47

MEMORANDUM

DATE: October 4, 1995
TO: File No. 96-08708
FROM: Cindy Zimmerman
SUBJECT: Review of Beneficial Use Field Report

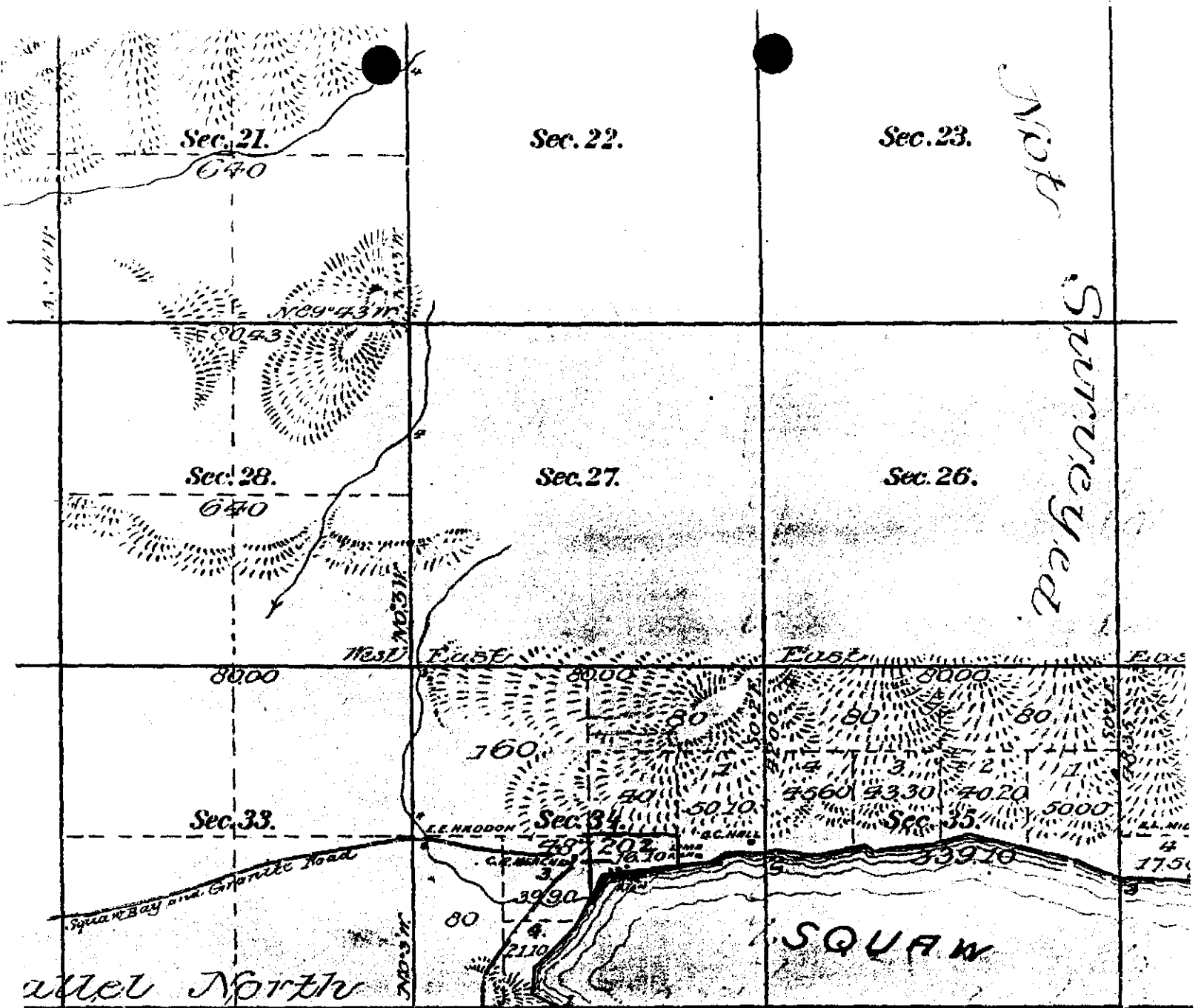
=====

The following adjustments were made on the field report:

1. Source is Pend Oreille Lake tributary to Pend Oreille River.
2. Point of diversion and place of use are located within Lot 2 (NWSE), S34, T54N, R02W.
3. Rate of diversion.
 - a. Capacity, measured with 5 g. bucket = 30 gpm = 0.07 cfs.
 - b. Irrigation = acres x cfs/acre
= 2.0 x 0.03
= 0.06 cfs.
4. Annual Volume.
 - a. Irrigation = acres x AF/acre
= 2.0 x 3.0
= 6.0 AF.

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OCT 16 1995



allel North
 Please p Q q R r S
 Total number of Acres 70,222.96 (Additional)

Ch.	of Surveys	When Surveyed	Mean Declination
33	10	Aug. 26-29-1892	
09	64	Aug. 25-Sept. 1-1892	21° 38' N.
05	21		
38	82	Aug. 24-1892	

The above Map, of Towns
 Boise Meridian,
 notes of the survey thereof of
 Surveyor Generals
 Boise City, Idaho
 May 1894

OCT 16 1895

T57N R2W

5/14/1894 survey

96.8108

10/4/95

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

RECEIVED
AUG 29 1995
Department of Water Resources

A. GENERAL INFORMATION

Permit No. 96-08708

1. Owner: GALE HILDRETH Phone No. _____

Current Address: P.O. Box 39 ATHOL ID 83801

2. Accompanied by: GALE HILDRETH EXAM DATE: 7-13-95

Address: SAME AS ABOVE Phone No. (208) 772-3691

Relationship to Permit Holder: _____

3. Source: PEND OREILLE LAKE tributary to PEND OREILLE LAKE*

B. OVERLAP REVIEW

1. Other water rights with the same place of use: 96-4304

2. Other water rights with the same point of diversion: 96-04056

C. DIVERSION AND DELIVERY SYSTEM

1. Point(s) of Diversion:

Ident No.	Gov't Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
		NE	NW	SE	34	54N	02W	KOOTENAI	USGS 7.5 MIN QUAD

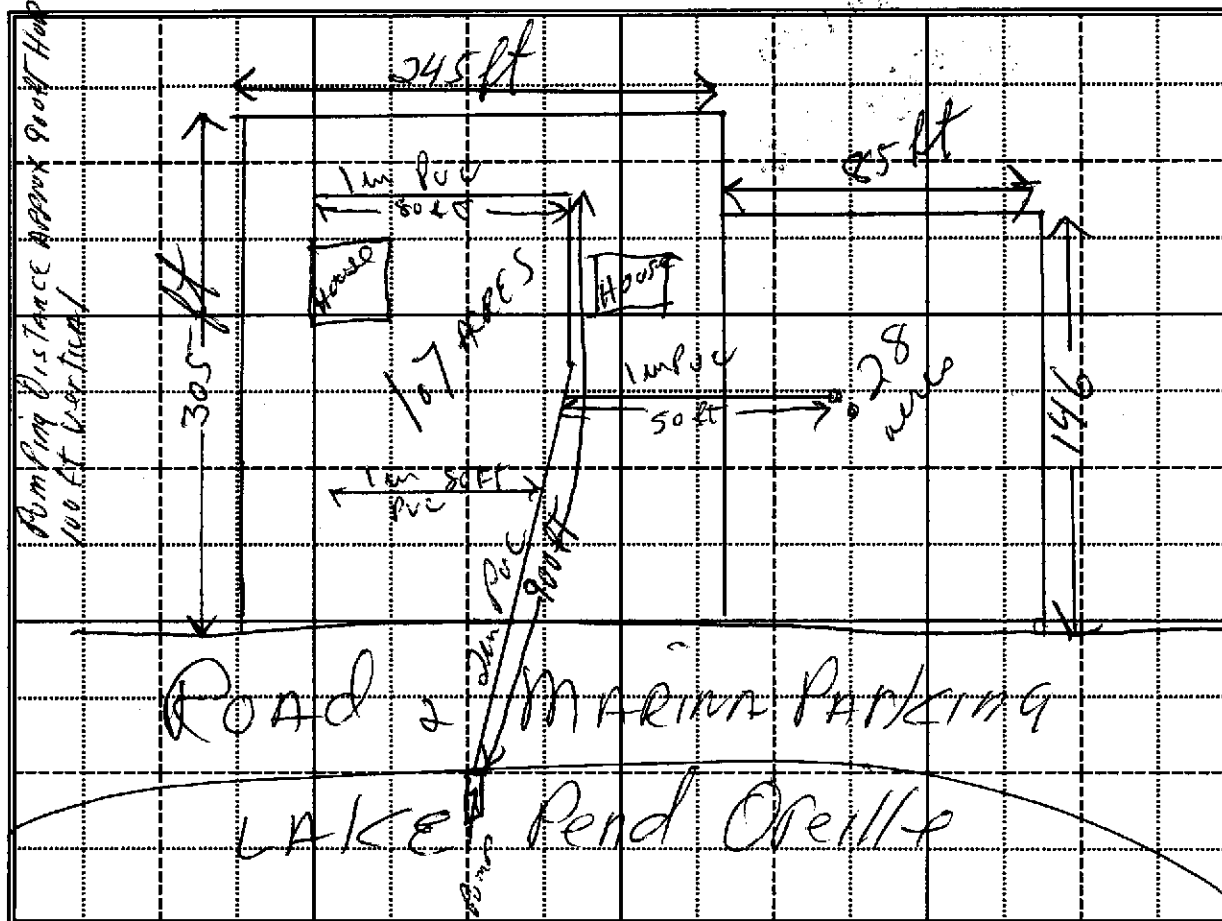
2. Place(s) of Use:

Indicate Method of Determination

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
54 _N	02 _W	34														02			02

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OCT 16 1995

3. **Delivery System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable.



Scale: 1" = 100'

Copy of USGS Quadrangle Attached Showing location(s) of point(s) of diversion and place(s) of use (required).

Aerial Photo Attached (required for irrigation of 10+ acres)

Photo of Diversion and System Attached

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
	FRANKLIN		Submersible		

*Code to correspond with No. on map and aerial photo

D. FLOW MEASUREMENTS

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date

2. Measurements:

MICROFILMED

OCT 16 1995

E. NARRATIVE/REMARKS/COMMENTS

Irrigation system completed by attaching
garden hose to stubs where desired.

Have conditions of permit approval been met? yes

no

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OCT 16 1995

F. FLOW CALCULATIONS

Additional Computation Sheets Attached

Measured Method:

5 gal bucket

$$\frac{309 \text{ gm} \times 0.133681}{60} = .066 \rightarrow .07 \text{ cfs}$$

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 3.5 \times 2 = 7$$

$$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = .07 \times 246 \times 1.9835 = 34$$

$$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} = 7 \text{ ARA}$$

2. Volume Calculations for Other Uses:

H. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
IRRIGATION	03-15	11-15	.07 *	7 *
Totals:			.07 *	7 *

2. Recommended Amendments

☐ Change P.D. as reflected above ☐ Add P.D. as reflected above ☐ None
☐ Change P.U. as reflected above ☐ Add P.U. as reflected above ☐ Other

I. AUTHENTICATION

Field Examiner's Name

Wayne Baldwin

Date

7-25-95

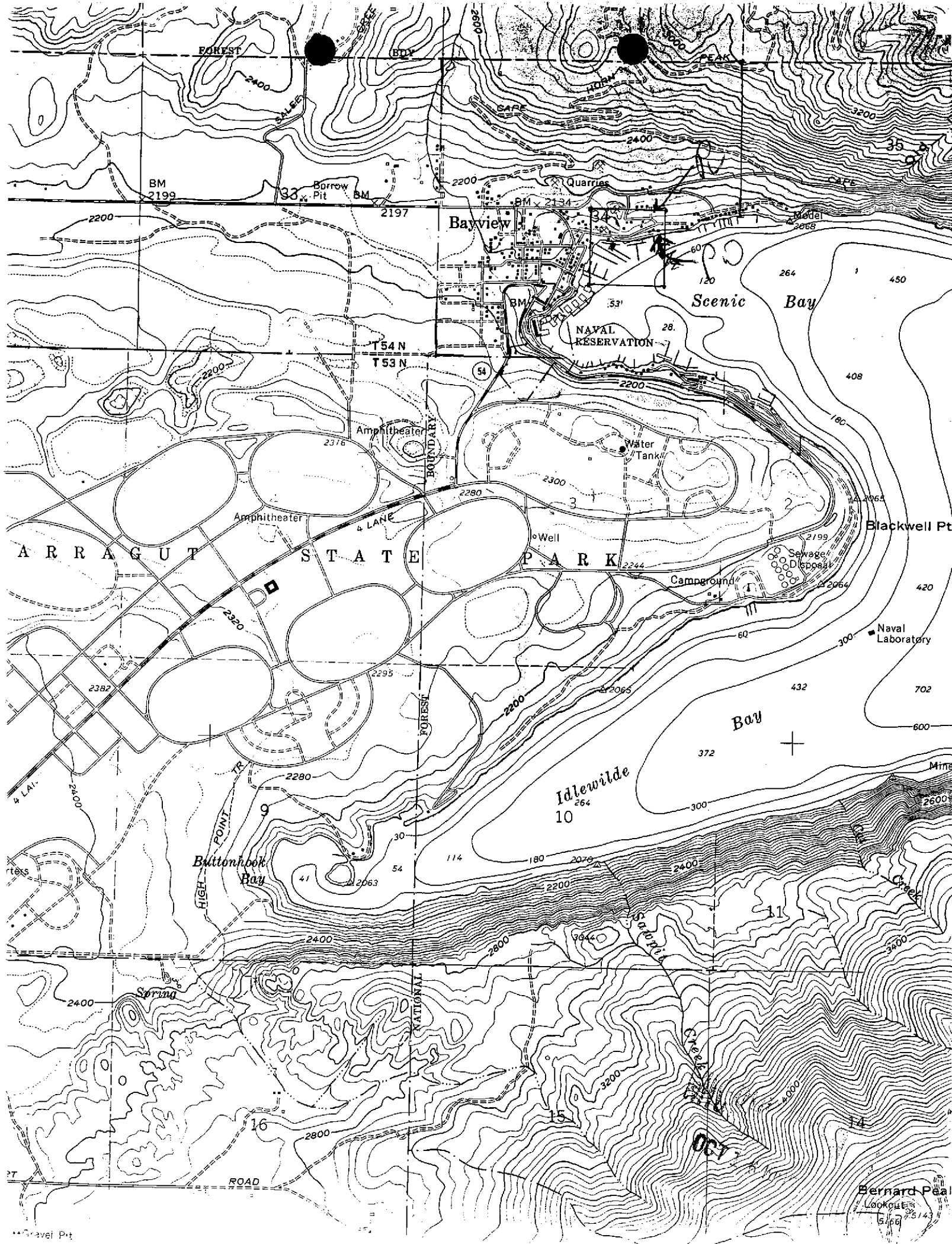
Reviewer

Date

SEAL

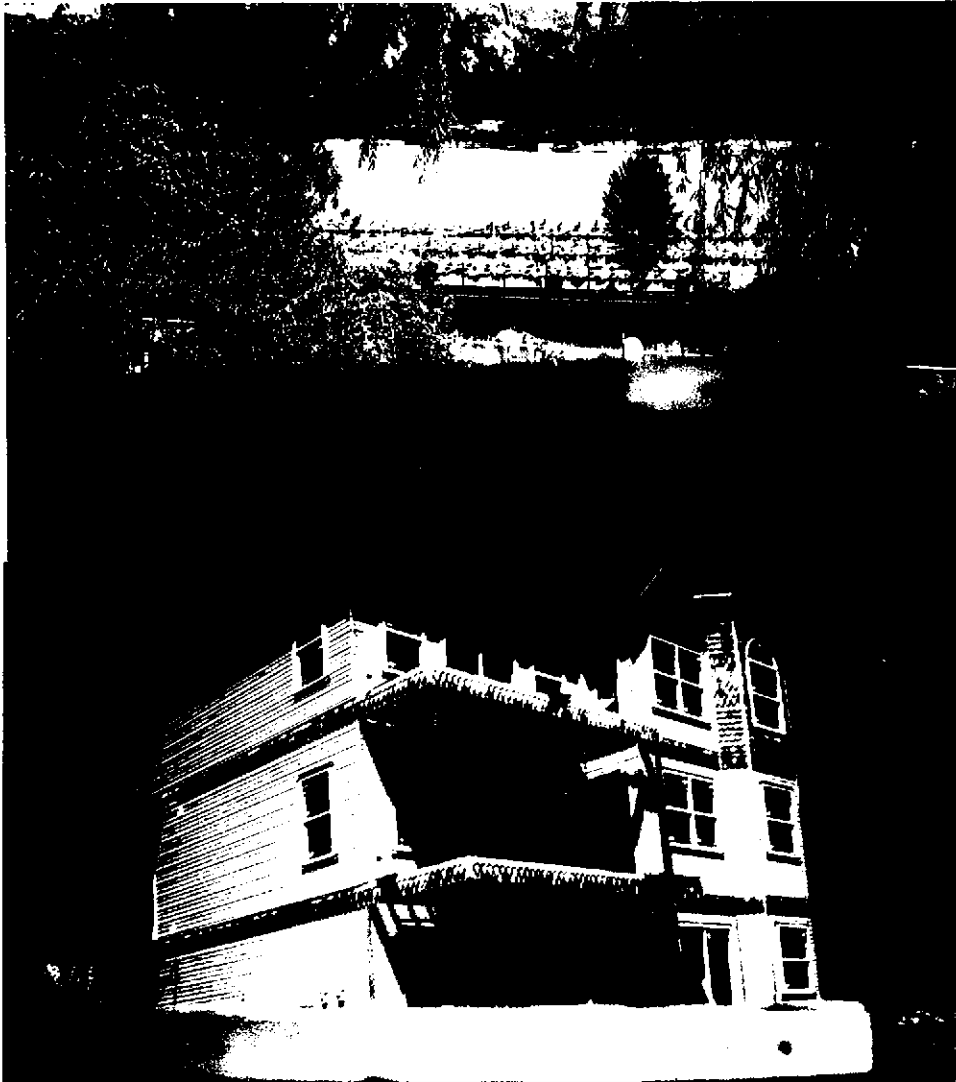
* Adjustments made during review of this right for license approval.
See memo for additional information. 10/4/95 cz.

OCT 16 1995



Gravel Pit

for some reason the PO photos
didn't come out.



PO

PO



Sample taken
at
PO

RECEIVED
OCT 16 1995

July 23, 1993

GALE HILDRETH
ANN HILDRETH
PO BOX 39
ATHOL ID 83801

PROOF ACKNOWLEDGMENT LETTER

RE: PERMIT NO. 96-08708

Dear Permit Holder:

The department acknowledges receipt of the proof of beneficial use form submitted for the above referenced permit. The next step in the process of developing a water right is for the department to conduct a field examination to determine and confirm the use being made of the water.

If you have questions concerning this matter, please feel free to contact the NORTHERN Regional Office in Coeur D' Alene at (208)769-1450.

Sincerely,

Karen L. Gustafson
Secretary/Records Manager

c: IDWR - Region

RECEIVED

SEP 01 1993



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

November 6, 1992

GALE HILDRETH
ANN HILDRETH
PO BOX 39
ATHOL ID 83801

PERMIT APPROVAL NOTICE

RE: PERMIT NO. 96-08708

Dear Permit Holder:

Enclosed is a copy of your approved application for permit. We direct your attention to the conditions of approval on the final page.

Enclosed is a form entitled "Instructions for Proof of Beneficial Use". Please read the instructions carefully since you must take further action to develop this permit. Also enclosed is a form entitled "Proof of Beneficial Use". If your project is already completed you should complete and submit this form immediately.

Sincerely,

BRENDA L. MILLER
Water Resource Agent

BLM:cz

Enclosures

RECEIVED

DEC 17 1992

File 96-8708

IDAHO DEPARTMENT OF LANDS

1910 NW BLVD, STE 201, COEUR D'ALENE, ID 83814-2615

STANLEY F. HAMILTON
DIRECTOR

BOARD OF LAND
COMMISSIONERS
CECIL D. ANDRUS
Governor
PETE T. CENARRUSA
Secretary of State
LARRY ECHOHAWK
Attorney General
J.D. WILLIAMS
State Auditor
JERRY L. EVANS
Sup't of Public
Instruction

MEMORANDUM

DATE: August 24, 1992

TO: Idaho Department of Fish and Game
Idaho Department of Health and Welfare
Idaho Department of Water Resources
Panhandle Health District 1
Clean Lake Coordinating Council
Kootenai Environmental Alliance
Kootenai County Administration (Tech Services)
Kootenai County Waterways Commission
US Army Corps of Engineers

FROM: Carl Washburn *CW*
Navigable Waters Specialist

RE: NOTICE OF APPLICATION - L-96-S-783 - HILDRETH, Gale

RECEIVED
AUG 25 1992
NORTHWEST REGION
IDWR

Enclosed is an application and plats requesting permission to install water intake line (poly pipe) 1.25" x 60' & submersible 5 hp pump in Pend Oreille Lake.

Please submit your recommendations to me by September 8, 1992, regarding the likely effect of the proposed encroachment upon adjacent property, lake, and streambed value factors of navigation, fish and wildlife habitat, aquatic life, recreation, aesthetic beauty, or water quality. If you have concerns or are opposed to the project as proposed, please list your specific reasons for concern or opposition and any facts or documentation to support your position.

You should recommend alternate plans if they are economically feasible to accomplish the purpose of the proposed encroachment. You should also recommend any mitigation measures or special restrictions/provisions you would like included as part of the permit if one is issued.

If you do not submit a comment, I will assume you have no objections to the application. If you have questions concerning the application, I suggest you contact the applicant. If the applicant cannot answer your questions, please contact me at 208/765-5235.

mc
enclosures

RECORDED

DEC 17 1992

KEEP IDAHO GREEN
PREVENT WILDFIRE

EQUAL OPPORTUNITY EMPLOYER

JOINT APPLICATION FOR PERMIT
U.S. ARMY CORPS OF ENGINEERS
AND
STATE OF IDAHO, DEPARTMENT OF WATER RESOURCES
STATE OF IDAHO, DEPARTMENT OF LANDS

SEPARATE PERMIT DECISIONS MUST
BE RECEIVED FROM BOTH THE STATE
OF IDAHO AND THE CORPS OF
ENGINEERS PRIOR TO START OF
WORK

The Department of the Army permit program is authorized by Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act. These laws require permits authorizing structures and work in or affecting navigable waters of the United States and the discharge of dredged or fill material into waters of the United States, including their adjacent wetlands. State permits are required under the State of Idaho, Stream Channel Protection Act (Title 42, Chapter 38, Idaho Code) and the Idaho Lake Protection Act, Section 58-142 et. seq, Idaho Code. This application will meet the requirements of the above agencies.

1. Corps of Engineers # _____ Date Received _____	2. State of Idaho # <u>L-96-5-783</u> Date Received <u>8/18/92</u>
--	---

PLEASE TYPE OR PRINT

3. Applicant <u>Galevann Hildveth</u> Mailing Address <u>PO Box 39</u> <u>Arthol Id 83801</u> Work Phone <u>208 773-3691</u> Home <u>208 683-2333</u> Fax Number <u>(208) 773-4117</u>	4. Authorized Agent _____ Mailing Address _____ Area _____ Work Phone () _____ Home () _____ Date of Application _____
--	--

5. Location where proposed activity exists or will occur.

Waterway Lead Oreille Lake

Bayview

In or near city or town

Kootenai Idaho 83803
County State Zip Code

Tributary of: _____
Assessor's Desc. (Tax No. or Subdivision, Lot & Block No.)
* TAX # 1817 *(See instructions)

NENWSE34 54N 2W or
1/4 1/4 Section Township Range

UTM Coordinate Grid _____

6. Describe the proposed activity, including description of the type of structures, if any, to be erected on fills, or pile or float-supported platforms. If additional space is needed, use a separate sheet or Section 16 (Remarks).

A 5hp 240V pump mounted in a plastic
T. structure, submerged in the lake, connected
to 1 1/4" poly pipe. Placed under an existing
dock.

Describe construction methods and equipment: backhoe for trenching of pipe
50 ft from shore

List all soil series located at project site, and indicate if any are on the county's hydric soils list:

N/A

Length of project along the stream or extension into lake or reservoir: 60 FT

Will material be placed waterward of ordinary high water mark? NO If yes, volume: _____ (cubic yards)
(both temporary and permanent)

Will material be placed in wetlands? NO If yes, area: _____ (acres)

Type and composition of fill material: None (i.e. sand, etc.) Material Source: _____

Will excavation be required? NO If yes, volume: _____ (cubic yards) Composition _____

Disposal site for excavated material: None Method of dredging _____

Stream gradient: N/A

Method of controlling turbidity: N/A

7. Size and flow capacity of proposed bridge or culvert and area of drainage served (sq. miles): N/A
(Idaho Department of Water Resources requirement.)

DEC 17 1992

8. Preparation of drawings. One set of original or good quality reproducible drawings must be attached to this application. NOTE: DRAWINGS NO LARGER THAN 8-1/2 X 11 INCHES IN SIZE. See the instruction pamphlet for instructions and a checklist for completing the drawings. Include photographs of the project site mounted on 8-1/2 x 11 sheets.

9. Purpose and intended use: Commercial _____ Public _____ Private X Other _____

Describe Irrigation of Private Residence

Necessity and justification for project Adjoining water not available

10. Proposed Starting Date 4/15/92 Estimated Duration 7/15/92

11. If any portion of the activity is complete, indicate month and year of completion _____
Indicate the existing work on the drawings. _____

12. Names, addresses, and telephone numbers of adjoining property owners, lessees, etc., whose property also adjoins the waterway.

RICHARD HANSEN

Edward C. Grubb, Jr

☐ Check here if the alteration is located on endowment lands administered by the Idaho Department of Lands

13. LEGAL OWNER IF OTHER THAN APPLICANT Rodger W. Wright

MAILING ADDRESS PO Box 36 CITY, STATE, BAVLEW ID 83803 ZIP CODE

PHONE AREA 208 683-2775 WORK AREA 208 683-2775 HOME

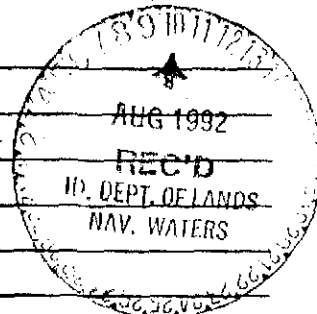
14. List other applications, approvals, or certifications from other Federal, interstate, state, or local agencies for any structures, constructions, discharges, deposits, or other activities described in the application.

Issuing Agency _____ Type of Approval _____ Identification No. _____ Date of Application _____ Date of Approval _____

Department of appropriate
Water Resources public water

15. Has any agency denied approval for the activity described herein or for any activity directly related to the activity described herein? Yes _____ No X (If "Yes" explain) _____

16. Remarks or additional information: _____



17. Application is hereby made for a permit or permits to authorize the activities described herein. I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief, such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities. I hereby grant to the agencies to which this application is made, the right to come upon the above-described location to inspect the proposed or completed work.

7/28/92
Date

[Signature]
Signature of Applicant (REQUIRED)

The application must be signed by the applicant. If an authorized agent is to be designated, item 4 and the following information should be completed.

I hereby designate _____ to act as my agent in matters related to this permit application. I understand that if a Federal permit is issued, I must sign the permit.

Date _____

Signature of Authorized Agent (if applicable) _____

Signature of Applicant (if applicable) _____

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly falsifies, conceals, or covers up by any trick, scheme, or device a material fact or makes any false, fictitious, or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious, or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than 5 years or both. Do not send a Federal permit processing fee with this application. The appropriate fee will be assessed when a permit is issued.

DO NOT SEND FEDERAL PROCESSING FEE WITH APPLICATION

DEC 17 1992

I RODGER W. WRIGHT, AM THE OWNER
OF THE RIPARIAN OR LITTORAL PROPERTY LISTED IN THIS APPLICATION.
I AM FAMILIAR WITH THE SCOPE AND LOCATION OF THE PROPOSED
ENCROACHMENT AND WITHDRAWAL OF WATER AS EVIDENCED BY THE
ACCOMPANYING PLANS WHICH I HAVE INITIALED. I OFFOR NO OBJECTION
TO THE ENCROACHMENT OR WITHDRAWAL OF WATER.

DATE

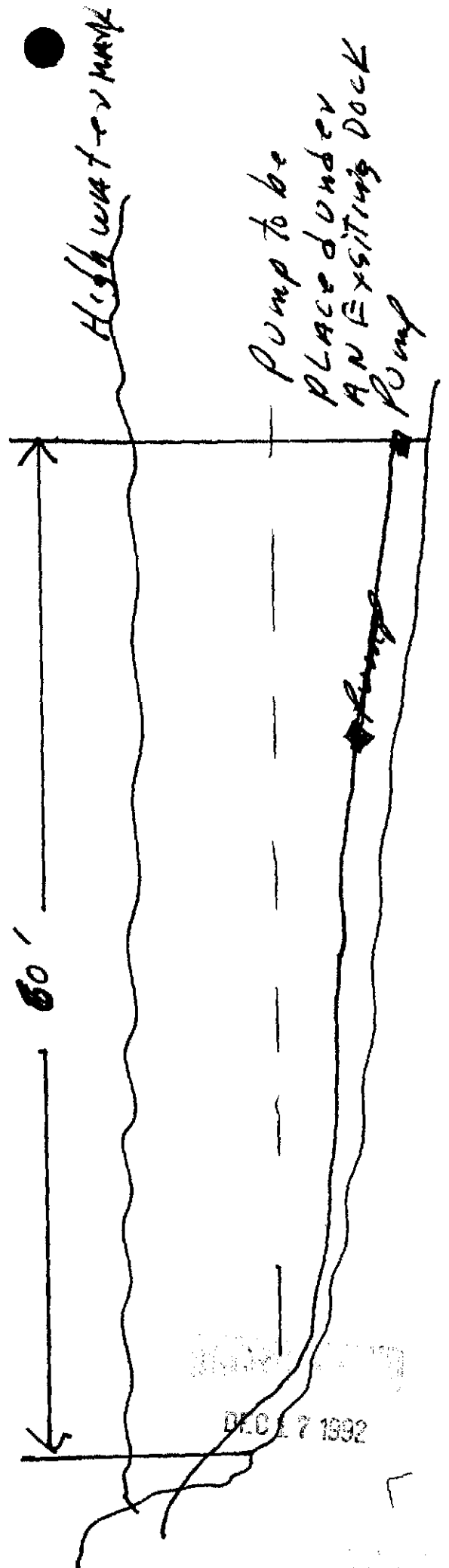
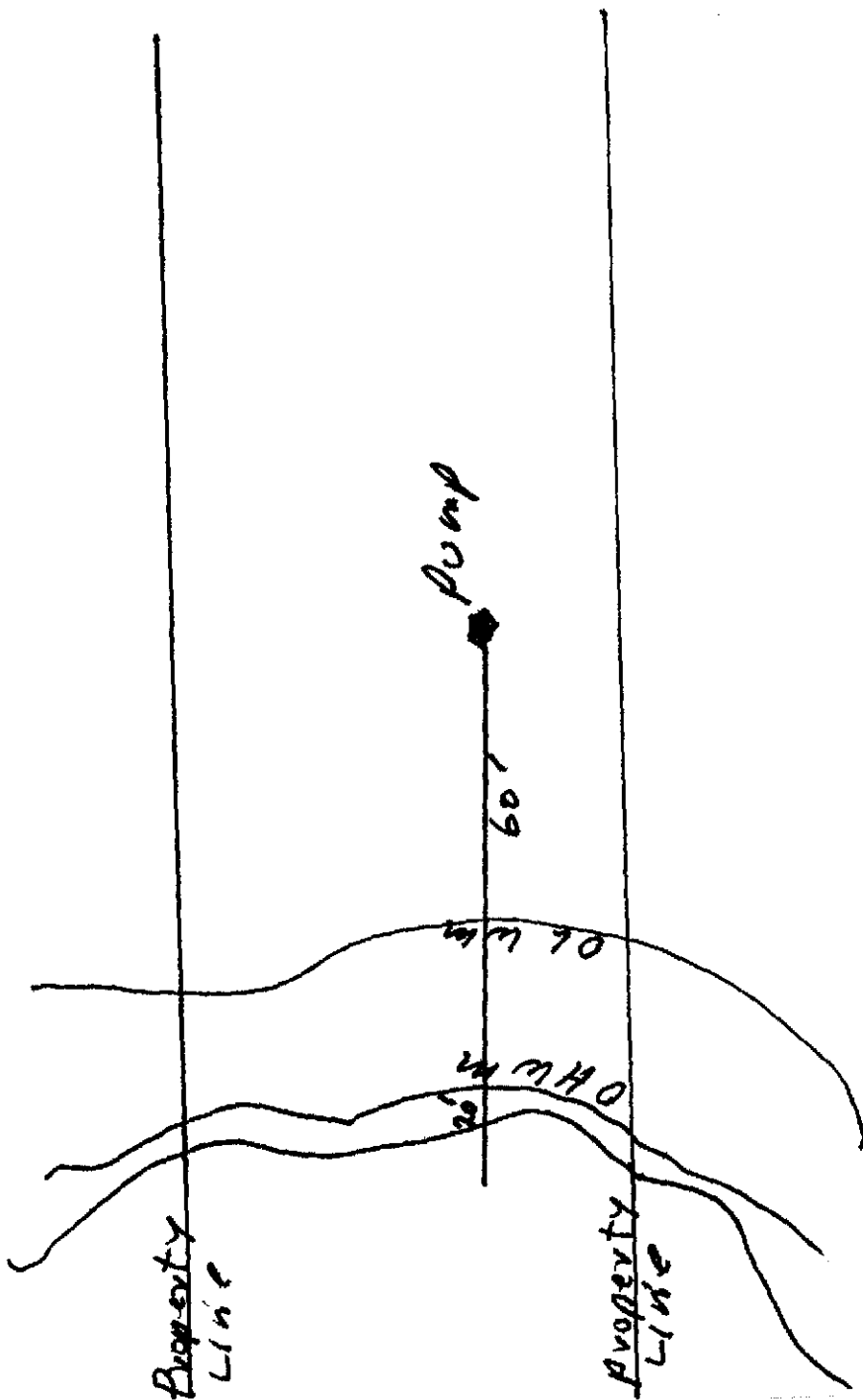
9 May 92

NAME

PO Box 36

SAVVIEW IDAHO 83803
ADDRESS

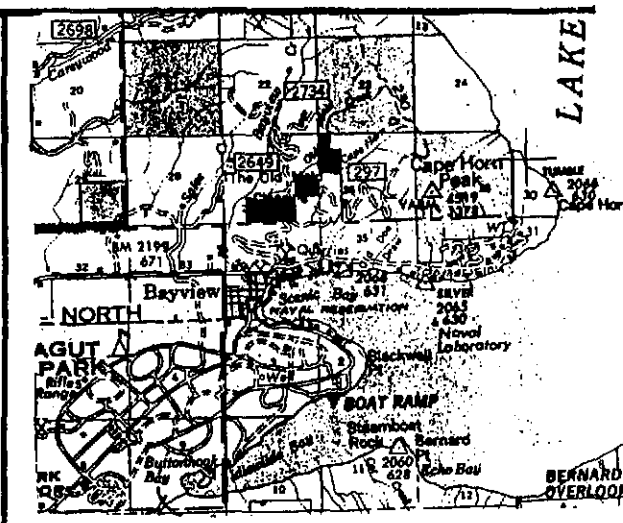
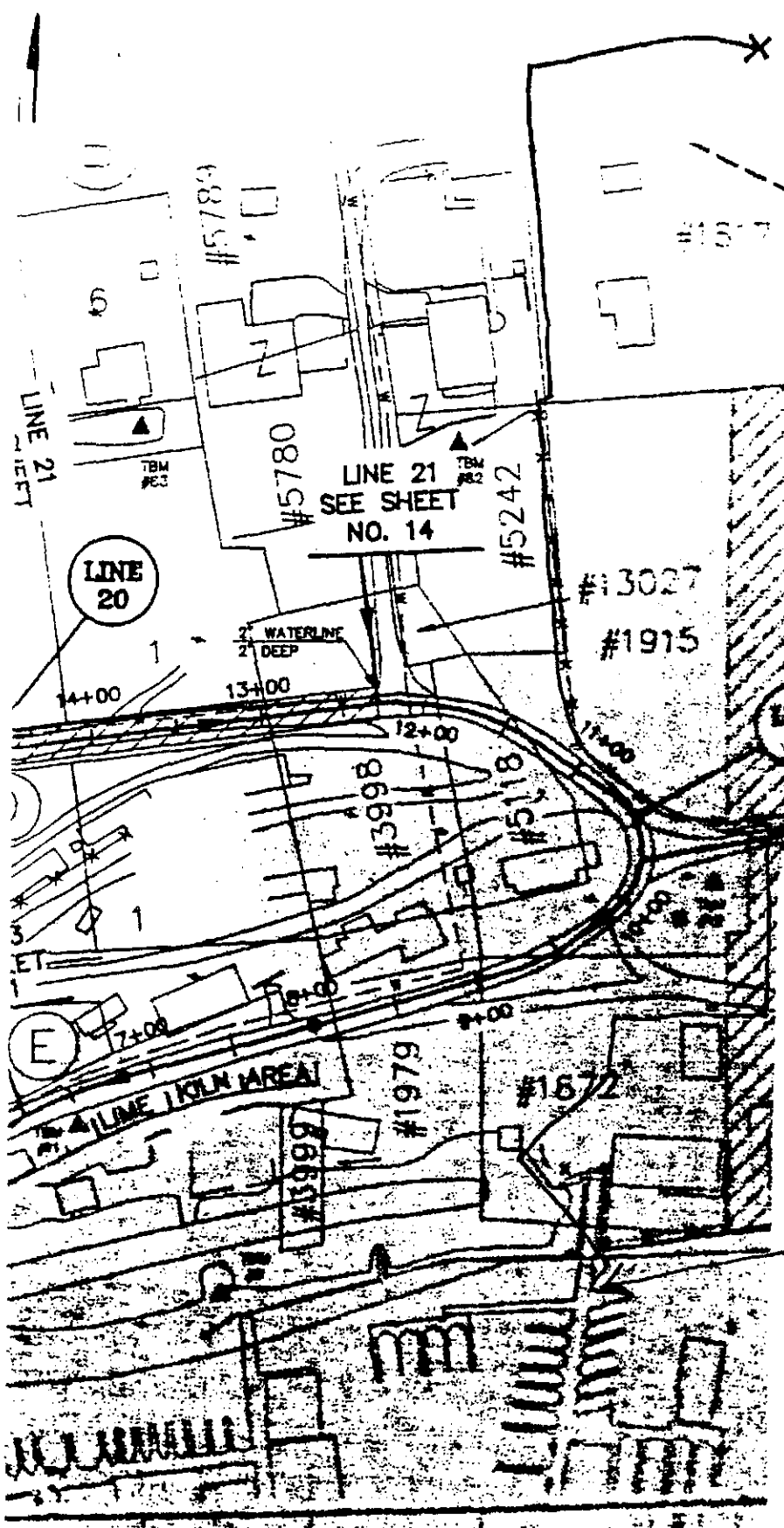
RECEIVED
MAY 17 1992



High water mark

Pump to be
placed under
an existing dock
Pump

DEC 17 1992



VICINITY MAP

From

RWW
EJ
AB

Pump Location

IN
IN/NEAR

COUNTY SHEET 1 OF

DATE: APPLICATION BY:
DEC 17 1992

[illegible]

Water Line
Property Line

DATE: _____
APPLICATION BY: _____

COUNTY, _____ OF _____
SHEET _____ OF _____

DEC 17 1992

LEASE

THIS AGREEMENT OF LEASE made and entered into this 16 day of July 1986 by and between Rodger W. Wright hereinafter referred to as "Lessor", and, G.A. Smith hereinafter referred to as "Lessee".

WITNESSETH;

WHEREAS, Lessor is the owner of certain property located in the City of BAYVIEW, and more particularly described as: SCARLE BAY MARINA on which property is located the pump + water line

WHEREAS, Lessor proposes to lease that certain property as described herein to Lessee for the purposes and terms hereinafter provided and Lessee desires to lease the same upon the terms and conditions as hereinafter provided,

NOW, THEREFORE, in consideration of the rent, covenants and conditions herein reserved and contained, Lessor does hereby lease and demise to Lessee and Lessee does hereby lease from Lessor that certain commercial building known as Store Number 1000 p.p., E. & T. Co. 196, H. O. G. v. p. t. u. n. d. e. r. l. e. t.

TERM: This lease shall be for a term of 18 mos. commencing upon the 1st day of August, 1992 and terminating on the 16 day of August, for the total rent or sum of 102.44 dollars in lawful money of the United States of America, payable as follows, to wit:

LATE FEE: Rent received 10 days after the date due will have a 10% penalty of the amount due, 20 days a 25% penalty and 30 days will be a double payment.

LAST MONTHS RENT: In the event a last months rent is paid in advance it will not be considered a limitation on any damages, taxes, or work which might occur during the term of this lease or after departure. In the event this lease goes to maturity said prepaid rent will be used as the last months rent or can be held over as the last months rent on any extension. Said amount is not to be used for any delinquent rent or rent then due for an earlier termination of this lease.

USE: The leased premises shall be used as a water pump station & house and for no other purpose without the written consent of Lessor. Lessee shall not use, or permit the said premises or any part thereof to be used for purpose or purposes other than the purpose or purposes that the said premises are hereby leased, and no use shall be made or permitted to be made of said premises, nor acts done, which will increase the existing rate of insurance upon the building in which said premises may be located, or cause a cancellation of any insurance policy covering said building, or any part thereof, nor shall Lessee sell, or permit to be kept, used or sold, in or about said premises, any article which may be prohibited by the standard form of fire insurance policies.

ASSIGNMENT BY LESSEE: It is agreed by and between the parties hereto that Lessee shall not sublet the demised premises or any part thereof, or assign or transfer any interest therein without the written consent of Lessor.

It is further agreed that any consent given by Lessor to Lessee to sublet the demised premises or portion thereof, or to assign this lease or interest therein shall not be construed as a consent to any other assignment or right to sublet, or as a waiver of Lessor's right to object to any assignment or sublease to which its consent in writing has not been obtained.

ALTERATIONS OR IMPROVEMENTS: It is specifically agreed that Lessee may make no alterations or improvements in the building without first having obtained the written consent of Lessor thereto; that any such alterations or improvements shall be made solely at the expense of lessee and that all such alterations or improvements shall become a part of the realty and shall remain for the benefit of Lessor upon termination of this Lease.

DEFAULT: Time is of the essence of this lease. It is expressly understood and agreed that in the event of a default in the payment of rent upon the date that the same is due, or in case default be made by Lessee in the performance of any of the other terms, conditions or covenants and said default shall continue after thirty (30) days' written notice to Lessee by Lessor to correct such default, and on failure so to do, or in event of bankruptcy, receivership or insolvency proceedings being instituted by or against Lessee, then Lessor may, at his option, either with or without process of law, retake possession of said premises and this lease shall forthwith terminate and end.

It is further agreed that in the event Lessee fails to pay said rental or any part thereof when the same is due, Lessor, at his option, without terminating this lease, may lease, said premises, or any part thereof, to other persons for the full remaining period of this lease, or any shorter period, for such reasonable sums as under the circumstances Lessor may deem proper, and may apply the net rental so received on account of the rentals or other sums agreed to be paid Lessor under this lease, and in case Lessor leases said premises to other persons after default by Lessee, as herein provided, Lessor may, at any time thereafter, terminate this Lease.

TRADE FIXTURES: It is further agreed that Lessee may, upon termination of this lease, remove from said premises any trade fixtures placed therein by Lessee and at the expense of Lessee; provided, However, that Lessee shall repair any damage done to the building in connection with the removal of said trade fixtures.

In the event Lessee shall be in default of any of the terms or conditions of this agreement, Lessor is hereby granted a lien on all such fixtures and all equipment and supplies owned by Lessee and located in said leased premises as security for the performance of any said terms or conditions of this agreement. In the event Lessee fails to remove said trade fixtures as well as equipment and supplies on or before the termination date of this lease (and Lessor has not exercised his lien rights as provided in this paragraph), or abandons, vacates or surrenders said premises, all trade fixtures and other personal property belonging to Lessee and left on the premises shall be deemed to be abandoned, at the option of Lessor, except such property as may be mortgaged to Lessor.

TAXES: Lessor shall pay all real property taxes levied or assessed against the herein leased premises, and Lessee shall pay 1992 and assessment upon all fixtures, stock, equipment, or other property placed upon the said premises by Lessee and owned by Lessee under the terms of this Lease. Any increase in property taxes levied after shall be paid by Lessee.

UTILITIES: Lessee shall pay all water, gas, heat, light, power, telephone, service and all other services supplied to the leased premises.

LIABILITIES: Lessee, as a material part of the consideration to be rendered to Lessor under this lease hereby waives all claims against Lessor for damages to goods, wares and merchandise in, upon or about said premises and for injuries to persons in or about said premises, from any cause arising at any time, and Lessee will hold Lessor exempt and harmless for and on account of any damage or injury to any person, or to the goods, wares and merchandise of any person arising from the use of the premises by Lessee, or arising from the failure of Lessee to keep the premises in good condition as herein provided. Lessor shall not be liable to Lessee for any damage by or from any act or negligence of any other occupant of the same building, or by any owner or occupant of adjoining or contiguous property.

PUBLIC LIABILITY INSURANCE: Lessee will procure and maintain during the term of this lease and any renewal thereof, Public Liability Insurance in the amount of \$ 100,000 personal injury and \$ 100,000 property damage, and shall provide Lessor with a memorandum of such insurance.

MAINTENANCE AND REPAIRS: Lessee will keep and maintain the premises hereby leased, including all equipment such as heating, cooling, and water heaters in a good condition of repair at all times (including windows, doors and plate glass) and shall repair all or part of the premises so leased which are damaged or destroyed, except damage or loss caused by fire, earthquake, or the elements, provided, however, that Lessor shall maintain the roof and outer walls of the leased premises.

ACCEPTANCE OF PREMISES: By entry hereunder, it will be deemed that Lessee accepts the leased premises as being in good and sanitary order, condition and repair, and agrees on the last day of said term or sooner termination of this lease, to surrender said premises with said appurtenances to Lessor in the same condition as when received, subject to alterations or improvements made by Lessee as provided for herein, reasonable use and wear thereof, and damage by fire, act of God, or by the elements excepted and to remove all of Lessee's signs from said premises.

INJURY OR DESTRUCTION OF BUILDING: If, during the term of this lease, the building premises are destroyed by fire or other action of the elements, or partially destroyed so as to render the premises demised wholly unfit for occupancy, or if they shall be so badly injured that they cannot be repaired within (60) days after the happening of the injury then this lease shall cease and become null and void from the date of such damage or destruction, and Lessee shall immediately surrender said premises and all interest therein to said Lessor, and said Lessee shall pay rent within this term only to the time of such surrender; and in case of destruction or partial destruction as above mentioned, the said Lessor may re-enter and repossess said premises discharged of this lease, and may remove all parties therefrom; but if said demised premises shall be repairable within (60) days from the happening of said injury, then rent shall not run or accrue after such injury and while the process of repairs is going on and Lessor shall repair the same with reasonable speed, and the rent shall recommence immediately after said repairs have been completed; but if said premises shall be so slightly injured by fire or the elements as not to be rendered unfit for occupancy, then Lessor agrees that the same shall be repaired with reasonable promptitude, and in that case the rent accrued and accruing shall not cease. In no case shall Lessee be entitled to compensation or damages from Lessor on account of any inconvenience or annoyances, or destruction by fire or earthquake, or by any other action of the elements, or by reconstruction or repair of any portion of said building, nor for any damages to or loss of property in said premises or injury to any person from any cause.

POSTING NOTICES: Lessee shall permit Lessor, and its agents, to enter into and upon said premises at all reasonable times for the purposes of inspecting the same, to make repairs, or for the purpose of posting Notice of Non-Liability for alterations, additions or repairs, or for the purpose of placing upon the property in which said premises are located any usual or ordinary "for sale" signs without any rebate of rent to Lessee for any loss of occupation or quiet enjoyment of the premises thereby occasioned; and shall permit Lessor at any time within thirty (30) days prior to the expiration of this lease, or renewal thereof, to place upon said premises any usual or ordinary "to let" signs.

NOTICES: Any notice herein to be given to Lessor shall be sufficient and complete upon depositing such notice in the United States mail, with postage prepaid and addressed to Lessor at 4024 N. 34th Ave., Phoenix, Arizona 85018. Any notice herein to be given to Lessee shall be sufficient and complete upon depositing such notice in the United States mail, with postage prepaid and addressed to Lessee at P.O. Box 34, Phoenix, Arizona 85003. Either party hereto may change such address by giving written notice thereof to the other party. Personal service of any such notice will be sufficient and in lieu of notice by mail as herein above provided.

CONDEMNATION: In the event that the leased premises or any part thereof are taken in accordance with law for a public or quasi-public use, Lessee shall not share in any condemnation award. In the event of a partial or total condemnation of the leased premises, Lessee may, at his option, terminate this lease.

WAIVER: The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this lease, other than the failure of Lessee to pay that particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

MERGER: The voluntary or other surrender of this lease by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to it of any or all such subleases or subtenancies.

HOLDING OVER: Should Lessee hold over and continue in possession of said premises after the end of the term hereof, or any renewal thereof, with the expressed or implied consent of Lessor, such holding over shall be construed as a tenancy from month to month, at the same rental and upon the same conditions as herein provided.

LIENS: Lessee shall keep the leased premises and the leased property on which the building is situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee.

NUISANCE OR WASTE: Lessee shall not commit, or suffer to be committed, any waste upon said premises, or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant in the area in which the leased premises are located.

ATTORNEY'S FEES: In case suit shall be brought for the unlawful detainer of the said premises, for the recovery of any rent due under the provisions of this lease, or because of the breach of any condition or covenant herein contained, on the part of Lessee to be kept or performed, Lessee shall pay Lessor a reasonable attorney's fee which shall be fixed by the court.

SIGNS: Lessee shall not place or permit to be placed any projecting sign, marquee or awning on the front of the said premises without the written consent of Lessor; Lessee, upon request of Lessor, shall immediately remove any sign or decoration which Lessee has placed or permitted to be placed in, on or about the front of the premises and which, in the opinion of Lessor, is objectionable or offensive, and if Lessee fails so to do, Lessor may enter upon said premises and remove the same.

OTHER TERMS AND CONDITIONS:

either party may cancel this lease with 30 days notice.

RECEIVED

DEC 17 1992

REMEDIES NOT EXCLUSIVE: It is hereby expressly stipulated and agreed that the specific enumeration herein of the remedies available to Lessor by reason of the breach by Lessee of any provision of this lease shall not be deemed to be exclusive, and shall not operate to deprive Lessor of any other remedies it may now have or hereafter acquire under any law of the State of Arizona for the violation of any provision of this lease.

ASSIGNEES AND SUCCESSORS: The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

When the context so requires, the masculine gender includes the feminine and/or neuter and the singular includes the plural.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lease the Day and Year first above written.

By *[Signature]*



State of Idaho

DEPARTMENT OF WATER RESOURCES

NORTHERN REGION, Suite No. 210 • 1910 Northwest Blvd. • Coeur d'Alene, Idaho 83814-2615
(208) 765-4639 • Fax (208) 765-2088

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

August 14, 1992

Idaho Dept. of Lands
Statehouse
Boise, Id. 83720

Re: 96-8708

Gentlemen:

Enclosed is a recent filing with this Department that may be of interest to your agency.

Sincerely,

ALLEN BEARDSLEE
Senior Water Resources Agent

AB/pms

Enclosure

MICROFILMED

DEC 17 1992



State of Idaho

DEPARTMENT OF WATER RESOURCES

NORTHERN REGION, Suite No. 210 • 1910 Northwest Blvd. • Coeur d'Alene, Idaho 83814-2615
(208) 765-4639 • Fax (208) 765-2088

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

August 13, 1992

Mr. and Mrs. Gale Hildreth
P.O. Box 39
Athol, Id. 83801

Re: 96-8708

Dear Mr. and Mrs. Hildreth:

The Idaho Department of Water Resources hereby acknowledges receipt of the above referenced Application For Permit To Appropriate the Public Waters Of The State Of Idaho. To assist us in providing you with prompt, accurate service, please refer to the above referenced number in all future matters concerning this water right application.

Your appropriation application is currently being prepared for advertising in the county newspaper. This advertisement will be published for two consecutive weeks followed by a waiting period of ten days to allow for the submittal of protests.

If the application is not protested it will be forwarded to Boise to be considered for approval by the Director. However, if the application is protested during this waiting period, you will be sent a copy of the protest and instructions to aid you in resolving the protest without a hearing. However all protests must be resolved before approval of the application can be made, so if the protestant does not voluntarily withdraw the protest, this department will conduct a conference and/or hearing on the matter.

If your application is for groundwater and unless you are using a well that was constructed prior to July 1, 1987, it will be necessary for you to apply for a well drilling permit upon approval of the appropriation application. Well drilling permits can be issued by this office only to holders of approved appropriation permits.

If you have any questions or if I can be of any assistance please feel free to contact me at this office.

Sincerely,

Allen Beardslee
Sr. Water Resource Agent

RECEIVED

DEC 17 1992

96-08708

HILDRETH, GALE
HILDRETH, ANN
PO BOX 39
ATHOL, ID 83801

Source: PEND OREILLE LAKE

Tributary: PEND OREILLE RIVER

Diversion Pt: NENWSE Sec 34 T 54N R 02W in KOOTENAI County.

Use: IRRIGATION (.070 CFS)
Total Diversion: (.070 CFS)

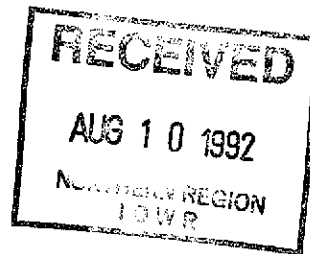
Date Filed: 8/10/1992

In: KOOTENAI County
T54N R02W S34 NWSE

2.0 ACRES TOTAL

NOT RECORDED

DEC 17 1992



State of Idaho
Department of Water Resources

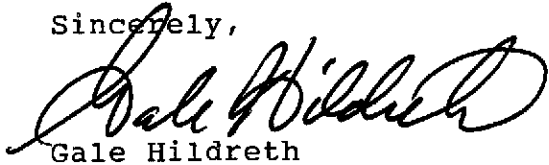
Reference: Application

Gentlemen:

I am applying to withdraw .07 CFS of water from Lake Pend Oreille for irrigation purposes. The additional flow is required to effectively use a Rain Bird Sprinkler system. This use will not be continuous but will be intermittent.

I have had experience with a similar system over 10 years on the Spokane River and could only operate 3 Rain Birds effectively with 19 GPM flow. This water will also be used for supplementary irrigation on two other parcels that the line will run through.

Sincerely,


Gale Hildreth

MICROFILMED

DEC 17 1992