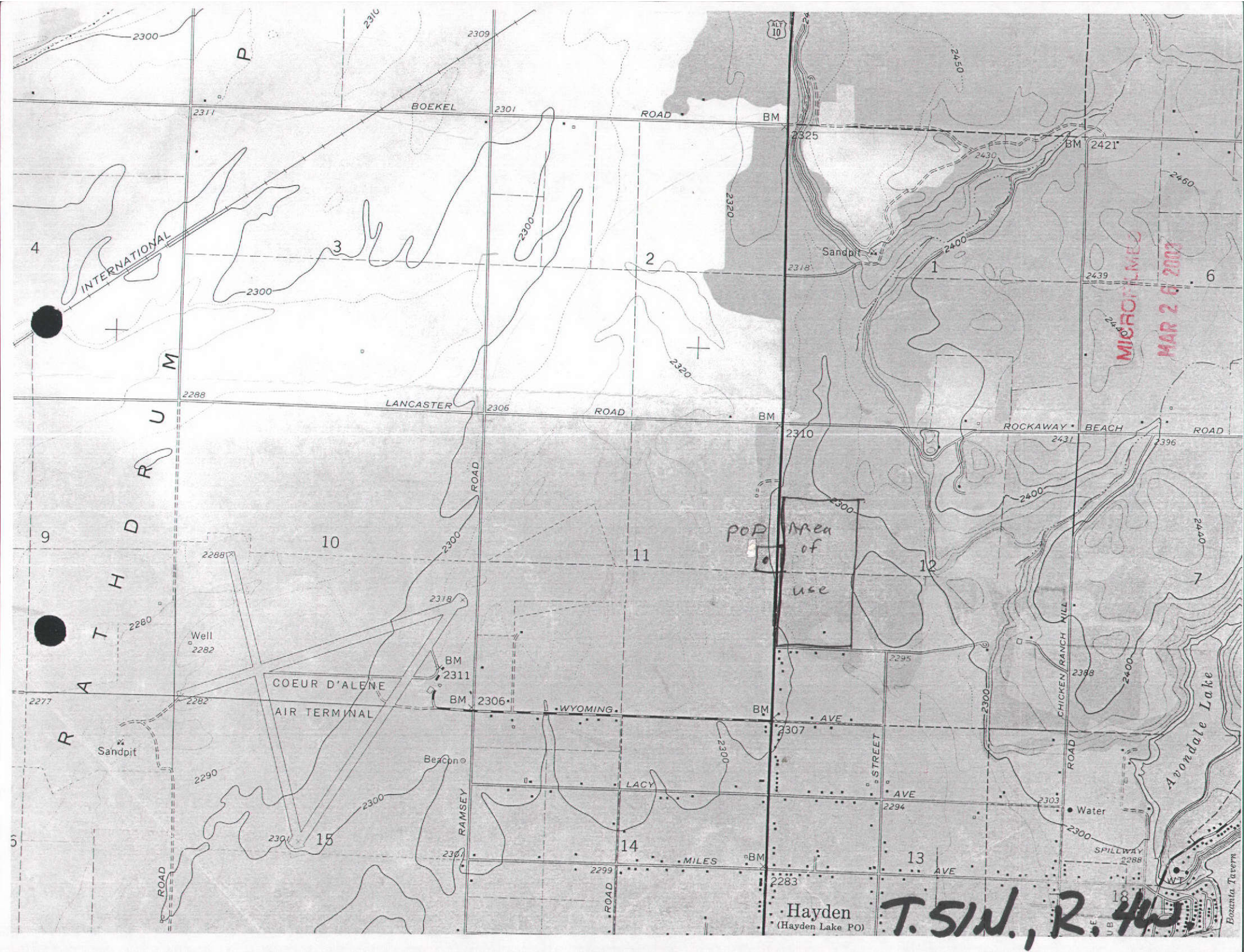




MICROFILMED
MAR 26 2003

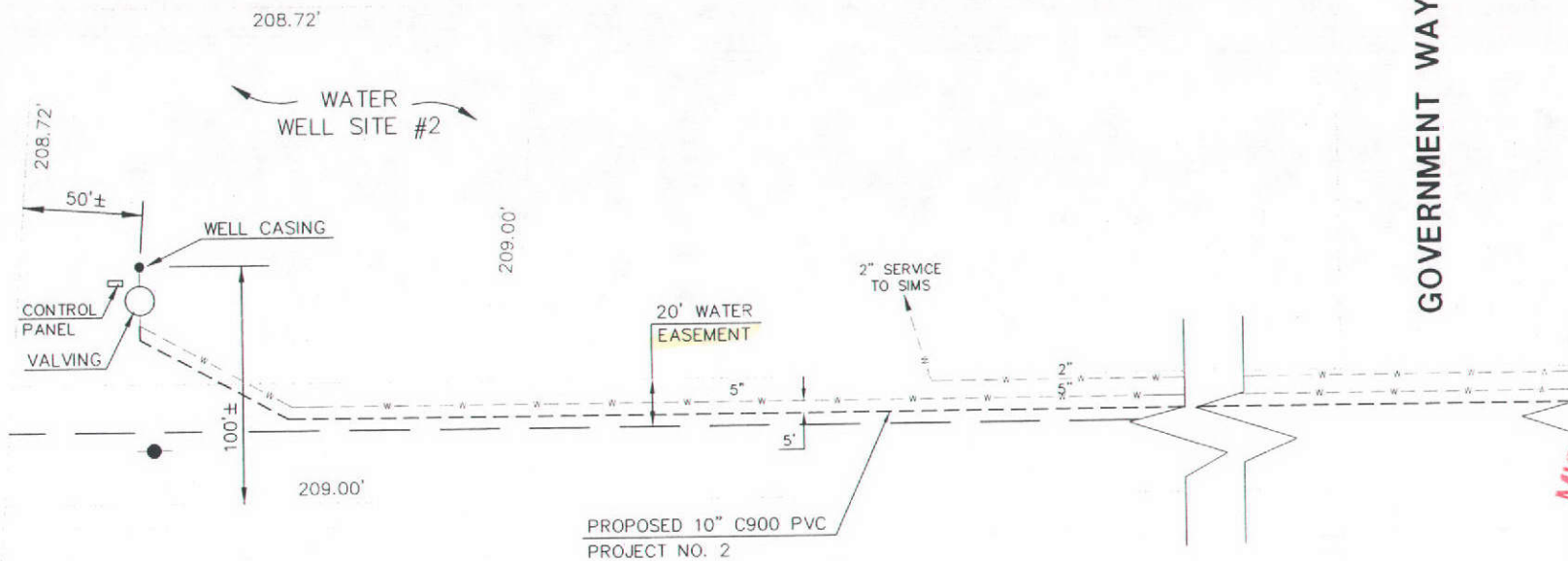
POD Area of use

T. SIN., R. 44

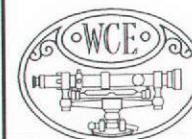
RECEIVED
MAR 07 2002
IDWR/North

SCALE: 1" = 50'

U.S. HIGHWAY 95



MICROFILMED
MAR 26 2003



PINEVIEW ESTATES
PROJECT NO. 2
KOOTENAI COUNTY, IDAHO

WELCH COMER
& ASSOCIATES, INC.
ENGINEERS SURVEYORS

Drawn By: J.A.L.	Date: 05-12-99	Figure: 2
Checked By: R.S.J.	Scale: 1" = 50'	Dwg No: 12777101.DWG

State of Idaho
Department of Water Resources
Permit to Appropriate Water

NO. 95-09117

Priority: March 06, 2002

Maximum Diversion Rate: 1.11 CFS

This is to certify, that PINEVIEW ESTATES WATER DISTRICT
PO BOX 1177
HAYDEN ID 83835

has applied for a permit to appropriate water from:

Source: GROUND WATER

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>
MUNICIPAL	01/01 to 12/31	1.11 CFS

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SE1/4NE1/4 Sec. 11, Twp 51N, Rge 04W, B.M. KOOTENAI County

PLACE OF USE: See Condition No.

CONDITIONS OF APPROVAL

1. Proof of application of water to beneficial use shall be submitted on or before **February 1, 2007**.
2. Subject to all prior water rights.
3. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
4. This right shall be subject to the provisions of the Rathdrum Prairie Ground Water Management Plan.
5. 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.
6. Place of use is within the area served by the public water supply system of Pineview Estates Water District. The place of use is generally located within Section 12, Township 51N, Range 4W.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code. Witness the signature of the Director, affixed at Boise, this 12th day of February, 2003


for
KARL J DREHER, Director

MICROFILMED
MAR 26 2003

69735

Ident. No. 95-9117

RECEIVED

JAN 31 2003

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 20 2002

Department of Water Resources

APPLICATION FOR PERMIT

Department of Water Resources

To appropriate the public waters of the State of Idaho

1. Name of Applicant Pineview Estates Water Dist. Phone 272-2673
Mailing address PO Box 1177 Hayden ID 83835

2. Source of water supply GROUNDWATER which is a tributary of _____

3. Location of point of diversion is Township 51N Range 4W Sec. 11, in the _____ 1/4,
SE 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 1.11 for MUNICIPAL DOMESTIC purposes from 4/1 to 12/31 (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)
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) 1.11 cubic feet per second and/or (b) _____ acre feet per annum

6. Proposed diverting works:

a. Describe type and size of devices used to divert water from the source WELL, PUMP, DIST. SYSTEM

b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet

✓ c. Proposed well diameter is 12" inches; proposed depth of well is 365 feet

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

e. If well is already drilled, when? _____; Drilling firm _____

Well was drilled for (well owner) Jim Carney Drilling Permit No. _____

7. Time required for completion of works and application of water to proposed beneficial use is 5 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. _____

c. Municipal; show name of municipality. Pineview Estates Water District

d. Domestic; show number of households. 161

e. Other; describe fully. _____

MICROFILMED

MAY 26 2003

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	
51	4W	12							m				m						

Total number of acres to be irrigated _____

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

11. a. Who owns the property at the point of diversion? Walt Sims

b. Who owns the land to be irrigated or place of use? Individual Property owners 161 lots

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: Water District - EASEMENT AGREEMENT

12. Remarks: _____

PRES - JOHN DUNN

SEC - STEVE SEALE

BOARD MEMBERS - MANUEL AZEVEDO

ANITA CARREL

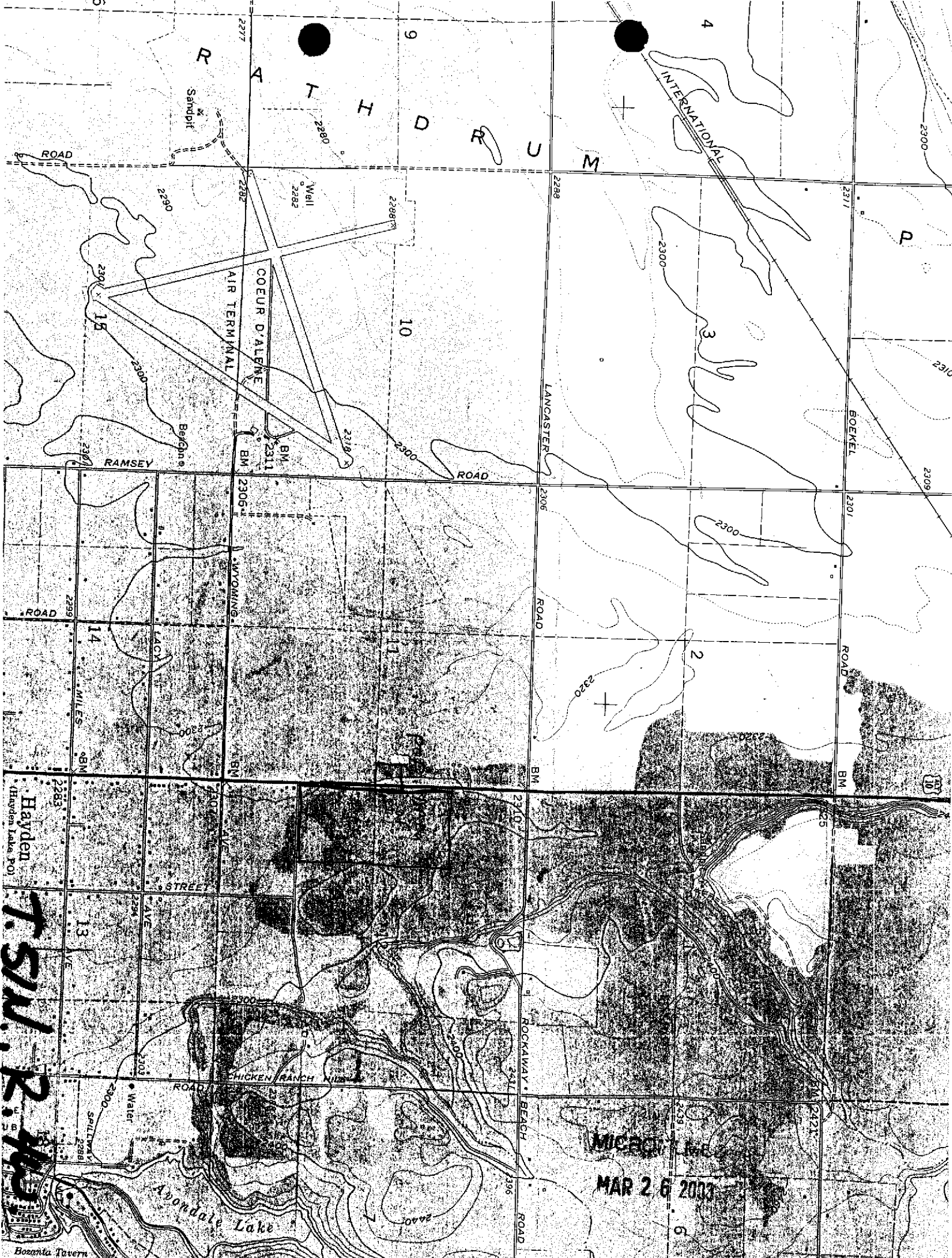
JIM FRANZ

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.

Steve A Seal Secretary/Treasurer
Signature of Applicant (and title, if applicable)

Received by AB Date 3-6-02 Time 5:00 Preliminary check by AB
Fee \$ 290 Receipted by AB # 2014884 Date 3-6-02
Publication prepared by h Date 3/13/02 Published in CPA Press 3/21+28/02
Publication approved h Date 4/1/02



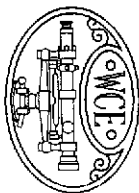
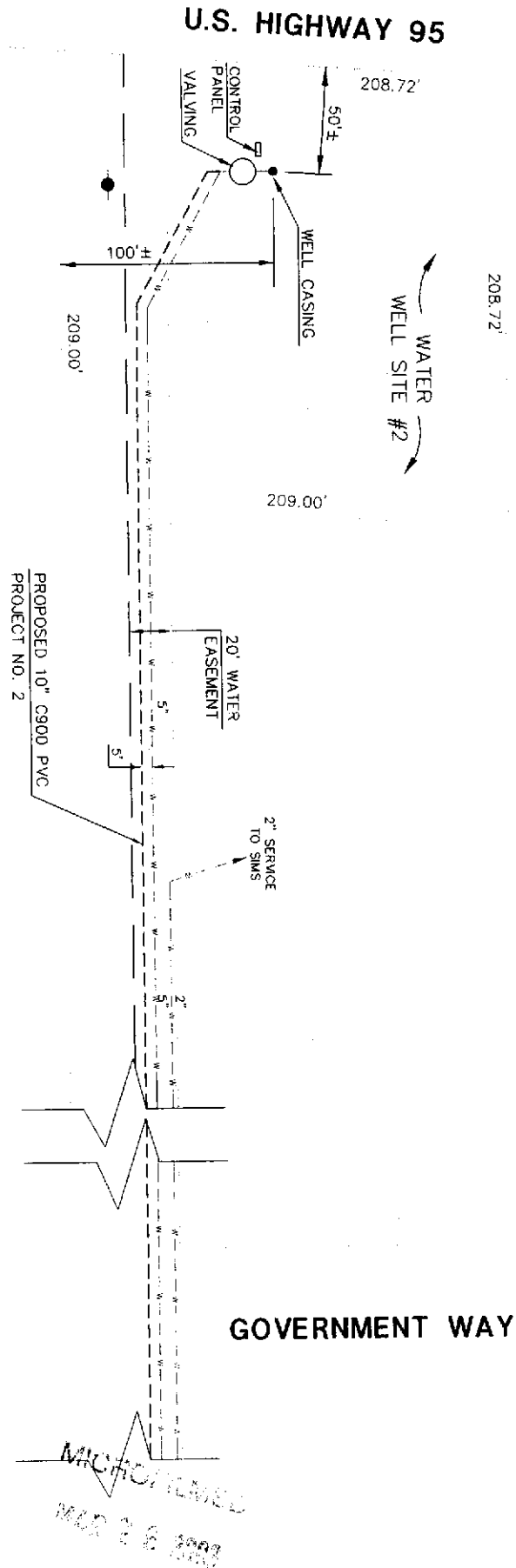
T. Sullivan, R. [unclear]

MICROFILM
MAR 26 2003

SCALE: 1" = 50'



RECEIVED
MAR 07 2002
IDWR/North



PINEVIEW ESTATES			
PROJECT NO. 2			
KOOTENAI COUNTY, IDAHO			
WELCH COMIER & ASSOCIATES, INC.			
ENGINEERS & SURVEYORS			
Drawn By:	JLL	Date:	05-12-99
Checked By:	RSJ	Scale:	1" = 50'
		Drawn No.:	277901.DWG
		Figure:	2



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

February 12, 2003

PINEVIEW ESTATES WATER DISTRICT
PO BOX 1177
HAYDEN ID 83835

RE: Permit No. 95-9117

Permit Approval Notice

Dear Permit Holder:

The Department of Water Resources has issued the enclosed permit authorizing you to establish a new water right. Please be sure to thoroughly review the conditions of approval and remarks listed on your permit.

The permit is a PRELIMINARY ORDER issued by the Department pursuant to Section 67-5243, Idaho Code. It can and will become a final order without further action by the Department unless a party petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date as described in the enclosed information sheet.

As a permit owner you must commence the excavation or construction of the diverting works within one year of the date the permit was issued, and you must proceed diligently until the project is completed. The date shown under condition no. 1 is the date when the project must be completed.

The Department will send you a 'Proof Due Notice' approximately 60 days prior to the above referenced date requesting you to file either a Proof of Beneficial Use form or a Request for Extension of Time form.

The right to drill a well is not a part of this permit to appropriate water. Beginning in July of 1987, a statute was enacted which requires a drilling permit for new well construction and deepening of existing wells. If the well(s) proposed for use under this water right permit were drilled or deepened after July 1, 1987, a separate drilling permit must be obtained from this Department. Please contact the Ground Water Protection Section located here at this office or our regional office nearest you.

MICROFILMED

MAR 26 2003

Also, please note that water right owners are required to report any change of water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

If you have any questions, please contact me at 208-327-5452.

Sincerely,



Sharla R. Curtis

Sr. Water Resource Agent

SRC:klt

Enclosure(s)

MICROFILMED

MAY 26 2003

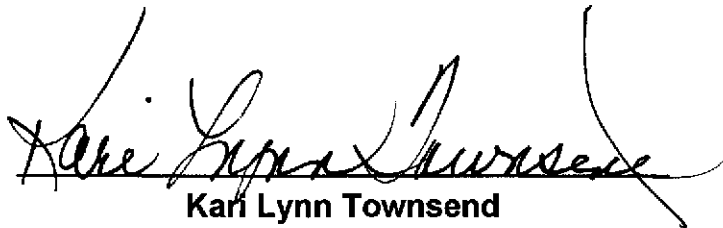
CERTIFICATE OF SERVICE

I hereby certify that on February 12, 2003 I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER(Approved Permit) to the person(s) listed below:

RE: WATER RIGHT NO.

95-9117

**PINEVIEW ESTATES WATER DISTRICT
PO BOX 1177
HAYDEN ID 83835**



**Karl Lynn Townsend
Secretary**

MICROFILMED

MAR 26 2003

**EXPLANATORY INFORMATION
TO ACCOMPANY A
PRELIMINARY ORDER**

The accompanying order or approved document is a "Preliminary Order" issued by the department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action of the Department of Water Resources (department) unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the department or the Idaho Water Resource Board (Board) is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).

FINAL ORDER

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its issuance if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) the petition for reconsideration is disposed of; or
- (b) the petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

- i. A hearing was held,
- ii. The final agency action was taken,
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

MICROFILMED

MAR 26 2003

**IDAHO DEPARTMENT OF WATER RESOURCES
APPROPRIATION APPLICATION ANALYSIS SHEET**

W.R. # 95-9117

APPLICATION ID # 69735
INITIAL REVIEW

ENT. 3/1/02 BCA 3/1/02 OK to Publish 3/1/02

APPLICANT: PINEVIEW ESTATES WATER DIST. BY: AB DATE: 3/6/02

ITEM REQUIRED INFORMATION

RECEIVED

1. ☒ Name and Address
2. ☒ Source
3. ☒ Point of Diversion & County
4. ☒ Quantity
5. ☒ Nature of Proposed Use
6. ☒ Period of Use
7. ☒ Total Quantity
8. ☒ Description of diverting works
9. ☒ Time required for b/u
10. ☒ Proposed use
11. ☒ Place of use or acres irrigated
12. ☒ Other water Rights
13. ☒ Ownership
14. ☒ Map
15. ☒ Signature
16. ☒ Fee (Amt, receipt, acknowledgement)

MAY 20 2002

RECEIVED

JAN 31 2003

Department of Water Resources

*** Send info sheet Y() N()

ADDITIONAL INFORMATION

(Yes)(No)

- ☐ Shape File Created Date _____ By: _____
- ☐ Field check: by _____
- ☐ Field report attached
- ☐ Analysis Supp. attached(>5cfs/500af)
- ☐ Water delivered by water master? Water District # _____

PROCESSING

(Yes)(No)

PRIORITY DATE: 3/6/02

☒

(Include Moratorium Remark)

☒

Statewide Advertising: (Diversion rate greater than 10 cfs or 1,000 af).

ADVERTISE IN:

KOOTENAI Count:

LETTERS SENT REQUESTING:

☐ Dam Information ☐ Fish Information

☐ Power Information ☐ Other: N/A

INFORMATION RECEIVED:

☐ Dam Information ☐ Fish Information

☐ Power Information ☐ Other: N/A

GROUNDWATER SECTION

WD Permit No.'s:	Tag #	Type:	Fees	Receipt No.	Upgrade Needed?
_____	_____	Dom. _____ Non-Dom. _____	Paid \$ _____	_____	Y() N()
_____	_____	Dom. _____ Non-Dom. _____	Paid \$ _____	_____	Y() N()
_____	_____	Dom. _____ Non-Dom. _____	Paid \$ _____	_____	Y() N()

- ☐ Groundwater management area
- ☐ Critical ground water area
- ☐ Well Drilling Permit required
- ☐ Well Drilling Application and Fees received
- ☐ Well Drilling Application approved?

Remarks: well drilled prior to 1987 no report found

FINAL REGIONAL PROCESSING/REVIEW

(Yes)(No)

- ☐ Notice of pending void order issued. Final order response date: _____
- ☐ Further information required from applicant
- 4/1 ☒ Affidavit of publication received
- 4/1 ☒ Application published correctly. If not, record action taken: _____
- 2/13 ☒ Publication dates and paper recorded on application
- ☐ Protests received, Final protest date: 4/8/02 | Sr. Agent initial _____
- ☐ Measuring device required
- ☐ Measuring port required
- ☐ Special conditions: _____
- ☐ Special conditions of approval supplement and/or cover letter attached: _____

Approval Recommended by: _____ Date: _____/_____/_____

RECEIVED

APR 01 2002

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO,
County of Kootenai,

ss.

Jennifer Standridge 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 issue of said newspaper for 21 2 consecutive Thursday Weeks commencing on the 21 day of March 2002 and ending on the 28 day of March 2002 and such publication was made as often during said period as said daily newspaper was regularly issued.

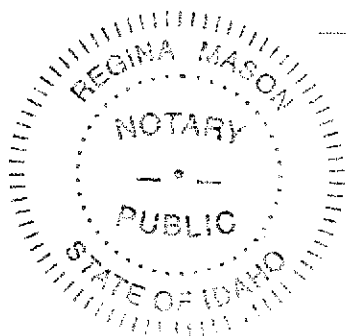
4. That said newspaper has been continuously and uninterruptedly published in said Kootenai County, during a period of more than seventy-eight consecutive weeks immediately prior to the first publication of said notice.

Personally appeared before me this 28 day of March 2002

Regina Mason

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

MY COMMISSION EXPIRES 6/18/03



MICROFILMED
MAR 26 2003

NOTICE OF APPLICATION FOR WATER RIGHT

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

95-9113

FORTRESS LLC
1250 IRONWOOD DR
SITE 310

COEUR D ALENE ID 83814

Point(s) of Diversion: L4 SESESE S36 T50N R04W KOOTENAI County
Source COEUR D ALENE LAKE Tributary To SPOKANE RIVER

Use: MUNICIPAL 01/01 To 12/31 1 CFS
Total Diversion 1 CFS

Date Filed: 10/26/2001

Place Of Use: MUNICIPAL

T49N R03W S5 NENW NWNW SWNW SENW NESW NWSW SWSW SESW

T49N R03W S6 NENE SENE NESE

T49N R03W S8 NWNE NENW SWNW SENW NESW

Remarks: Municipal use is within applicant's service area

95-9117

PINEVIEW ESTATES WATER DISTRICT

PO BOX 1177

HAYDEN ID 83835

Point(s) of Diversion: SENE S11 T51N R04W KOOTENAI County
Source GROUND WATER

Use: MUNICIPAL 01/01 To 12/31 1.11 CFS
Total Diversion 1.11 CFS

Date Filed: 03/06/2002

Place Of Use: MUNICIPAL

T51N R04W S12 SWNW NWSW

Remarks: Municipal use is within applicant service area

95-9120

ELLEN LARSEN

W 6700 STURGEON RD

RATHDRUM ID 83858

Point(s) of Diversion: SWSE S18 T52N R04W KOOTENAI County
Source UNNAMED STREAM Tributary To SINKS

Use: IRRIGATION 03/15 To 11/15 0.06 CFS
Use: IRRIGATION STORAGE 01/01 To 12/31 1.5 AFA
Use: IRRIGATION FROM STORAGE 03/15 To 11/15 1.5 AFA
Use: WILDLIFE STORAGE 01/01 To 12/31 1.5 AFA
Use: RECREATION STORAGE 01/01 To 12/31 1.5 AFA
Total Diversion 0.06 CFS

Date Filed: 03/12/2002

Place Of Use: IRRIGATION

T52N R04W S18 SWSE

Number of Acres 2

Place Of Use: IRRIGATION STORAGE, IRRIGATION FROM STORAGE,
RECREATION STORAGE AND WILDLIFE STORAGE same as IRRIGATION.

Remarks: Recreation is for fish, ice-skating, etc.

Permits will be subject to all prior water rights. Protests may be submitted based on the criteria of Sec. 42-203A, Idaho Code.

Any protest against the approval of this application must be filed with the Director, Dept. of Water Resource, Northern Region, 1910 Northwest Blvd., Suite 210, Coeur d'Alene, ID 83814 together with a protest fee of \$25.00 for each application on or before 04/08/2002. The protestant must also send a copy of the protest to the applicant.

KARL J. DREHER, Director

Legal 0664

March 21, 28, 2002

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

95-9113

FORTRESS LLC
1250 IRONWOOD DR
SITE 310
COEUR D ALENE ID 83814

Point(s) of Diversion L4 SESESE S36 T50N R04W KOOTENAI County
Source COEUR D ALENE LAKE Tributary To SPOKANE RIVER
Use: MUNICIPAL 01/01 To 12/31 1 CFS
Total Diversion: 1 CFS

Date Filed: 10/26/2001

Place Of Use: MUNICIPAL

T49N R03W S5 NENW NWNW SWNW SENW NESW NWSW SWSW SESW
T49N R03W S6 NENE SENE NESE
T49N R03W S8 NWNE NENW SWNW SENW NESW

Remark: Municipal use is within applicant's service area

95-9117

PINEVIEW ESTATES WATER DISTRICT
PO BOX 1177
HAYDEN ID 83835

Point(s) of Diversion SENE S11 T51N R04W KOOTENAI County
Source GROUND WATER
Use: MUNICIPAL 01/01 To 12/31 1.11 CFS
Total Diversion: 1.11 CFS

Date Filed: 03/06/2002

Place Of Use: MUNICIPAL

T51N R04W S12 SWNW NWSW

Remark: Municipal use is within applicant's service area

95-9120

ELLEN LARSEN
W 6700 STURGEON RD
RATHDRUM ID 83858

Point(s) of Diversion SWSE S18 T52N R04W KOOTENAI County
Source UNNAMED STREAM Tributary To SINKS
Use: IRRIGATION 03/15 To 11/15 0.06 CFS
Use: IRRIGATION STORAGE 01/01 To 12/31 1.5 AFA
Use: IRRIGATION FROM STORAGE 03/15 To 11/15 1.5 AFA
Use: WILDLIFE STORAGE 01/01 To 12/31 1.5 AFA
Use: RECREATION STORAGE 01/01 To 12/31 1.5 AFA
Total Diversion: 0.06 CFS

Date Filed: 03/12/2002

Place Of Use: IRRIGATION

T52N R04W S18 SWSE

Number of Acres2

Place Of Use: IRRIGATION STORAGE, IRRIGATION FROM STORAGE, RECREATION STORAGE AND WILDLIFE STORAGE same as IRRIGATION.

Remark: Recreation is for fish, ice-skating, etc.

Permits will be subject to all prior water rights. Protests may be submitted based on the criteria of Sec 42-203A, Idaho Code.

Any protest against the approval of this application must be filed with the Director, Dept. of Water Resource, Northern Region, 1910 Northwest Blvd, Suite 210, Coeur D' Alene ID 83814 together with a protest fee of \$25.00 for each application on or before 04/08/2002. The protestant must also send a copy of the protest to the applicant.

KARL J DREHER, Director

Published on 3/21 and 28, 2002.

MAR 26 2002



State of Idaho
DEPARTMENT OF WATER RESOURCES

NORTHERN REGION, Suite No. 210 • 1910 Northwest Blvd. • Coeur d'Alene, Idaho 83814-2615
(208) 769-1450

Fax (208) 769-1454

March 13, 2002

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

LEGAL NOTICE DEPARTMENT
COEUR D ALENE PRESS
201 N 2ND
COEUR D ALENE ID 83814

FAXED TO 664-0212
3/13/02 - MID-AFTERNOON

RE: Application for Permit No. 95-9113, 95-9117 and 95-9120

Dear LEGAL NOTICE DEPARTMENT:

Enclosed you will find a legal notice which we wish to have published in your newspaper 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 04/08/2002. Your cooperation is appreciated.

Sincerely

Shanks

Dianne

Dianne Ball
Administrative Assistant

MICROFILMED
MAR 28 2003



State of Idaho

DEPARTMENT OF WATER RESOURCES

NORTHERN REGION, Suite No. 210 • 1910 Northwest Blvd. • Coeur d'Alene, Idaho 83814-2615
(208) 769-1450

Fax (208) 769-1454

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

March 13, 2002

PINEVIEW ESTATES WATER DISTRICT
PO BOX 1177
HAYDEN ID 83835

RE: Application for Permit No 95-9117

Dear Applicant(s):

The Department of Water Resources acknowledges receipt of your water right application. Please refer to the above referenced number in all future correspondence regarding this application.

A legal notice of the application has been prepared and is scheduled for publication in the Coeur d'Alene Press on March 21 and 28, 2002. Submittal of protests to this application will be allowed for a period ending ten days after the second publication.

If the application is protested you will be sent a copy of the protest(s). 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.

If the application is not protested, it will be forwarded to our State Office in Boise for final processing. The State Office will notify you of any action taken on the application and will send you a copy of the permit if approved. A typical processing time for an unprotested application is about eight to twelve weeks.

Please feel free to contact this office if you have any questions.

Sincerely,

Allen Beardslee
Senior Water Resource Agent

MICROFILMED

MAR 26 2003

PINEVIEW ESTATES WATER DISTRICT

PO Box 1177

HAYDEN, ID 83835-1177

John Dunn, *Chairman*, 772-3359

Steve Seale, *Secty/Treas*, 772-2673

Manuel Azevedo, *Director*, 772-9215

Anita Carrel, *Director*, 762-8111

Jim Franz, *Director*

March 7, 2002

Allen Beardslee

IDWR

1910 Northwest Blvd.

Coeur d'Alene ID 83814

RECEIVED
MAR 07 2002
IDWR/North

Dear Mr. Beardslee:

Thank you very much for your help in filing our water rights application. I have attached the original and successor well agreement granting the water and access to Mr. Jim Carney and successors plus a plot map schematic showing the easement and a synopsis of the chain of ownership from Mr. Carney to the Pineview Estates Water District.

Our Public Water Supply number is 1280141. If you need any other information, feel free to call me at my day time office, 769-1515.

Sincerely,



Steven H. Seale

Secretary/Treasurer

MICROFILMED
MAR 26 2002

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MAR 07 2002
IDWR/North

2.3 *System History*

2.3.1 System Growth

The well was developed by the Carney Construction Company in April of 1978 for the lots in the Carney-owned Pineview Subdivision. Distribution systems were constructed prior to this date, but not designed by a professional engineer as required by Idaho Code. In April of 1979, with 40 residences using the system, Carney Construction authorized Winzler & Kelly (Winzler) to prepare a post-construction assessment of the water system.

Conclusions and Recommendations from that assessment provided documentation to the Idaho Department of Environmental Quality (IDEQ) of system adequacy for domestic and fire flow demands. Those calculations were based on theoretical models using original production flows from two wells, rather than observed flows. The Winzler Report recommended a full metering program be instituted.

In 1999, there are 160 residences with only 11 undeveloped lots remaining. Average daily and peak instantaneous demand has significantly increased with observed production capacities being significantly lower than those presented in the Winzler Report. This lack of fire flow capacity has caused the fire insurance rates for the subdivision to be near the allowed maximum.

Ownership has transferred at least twice according to records provided to Welch-Comer. Sometime after August 1986, Pineview Estates Water Company sold interests to Hayden Pines Water Company (HPWC), operated by Charles Ford. By late 1993, PEWD was formed by public election, and the purchase of the Pineview Estates water system was initiated and completed in 1998.

MICROFILMED
MAR 25 2003

WELL AGREEMENT

rec'd from ES
Talb-K 1/20/76

THIS AGREEMENT, entered into this 8th day of June 1978, between WALTER SIMS, Trustee for the Estate of Nellie Sims, hereinafter referred to as "SIMS", and JIM L. CARNEY, hereinafter referred to as "CARNEY";

WHEREAS, Sims, as the Trustee, has legal title to the following described real property, to-wit:

The NE $\frac{1}{4}$ of Section 11, Township 51 North, Range 4 W.B.M., Kootenai County, Idaho, excepting highway right-of-way.

WHEREAS, the parties entered into negotiations during the month of December, 1977. During the course of such negotiations, Sims expressed the desire to have a water well drilled on the above described land and Carney desired the right to extract a certain amount of water from such well. An oral agreement was reached between the parties and Carney was permitted to drill a well on the following described portion of Sims real property:

A parcel of land lying in the Northeast quarter of Section 11, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, State of Idaho, described as follows:

Beginning at the intersection of the East right-of-way line of U.S. Highway No. 95, Project No. F-5116 (12) as shown on the plans thereof now on file in the Office of the Department of Highways, State of Idaho, and the South line of the Northeast quarter of said Section 11; thence Northerly along said East right-of-way line 208.72 feet; thence Easterly parallel with the South line of said Northeast quarter, 208.72 feet; thence Southerly parallel with the East right-of-way line of said U.S. Highway 95, 209 feet, more or less, to the South line of said Northeast quarter; thence Westerly along the South line of said Northeast quarter 209 feet, more or less, to the point of beginning, containing one acre, more or less.

WHEREAS, Carney was permitted to drill the well under the following terms and conditions and in the manner ~~hereinafter~~ described.

NOW, THEREFORE, Carney was permitted to drill a well on

MAY 28 2003

1648

RECEIVED

Sims' real property, return for the right to extract fifty (50%) per cent of the water produced, up to a maximum of 250 gallons per minute of the first 500 gallons per minute produced. In consideration for permitting Carney to drill a well and granting him the right to extract water as hereinbefore stated, Sims shall own said well and have the right to extract fifty (50%) per cent of the water produced, up to a maximum of 250 gallons per minute of the first 500 gallons per minute produced. It is further agreed that any additional water available for pumping, in excess of the first 500 gallons per minute, shall be the exclusive property of Sims, to do with as he chooses.

IT IS FURTHER AGREED that in consideration of Carney's efforts and expense in the construction of the well, he shall have the first right of refusal, should Sims decide at any later time to offer the surplus water, such water in excess of 500 gallons per minute, for sale. Carney must exercise this option within a 48 hour period after Sims has given him written notice, or Carney shall be deemed to have waived his right of first refusal.

IT IS FURTHER UNDERSTOOD AND AGREED that Sims grants to Carney a twenty (20') foot wide easement for ingress and egress to the well site. The legal description of said easement is as follows:

North Twenty (20') feet of South Fifty (50') feet
of Northeast quarter of Section 11, Township 51 North,
Range 4 West, Boise Meridian, lying West of Government
Way and East of U.S. Highway 95, Kootenai County, Idaho.

IT IS FURTHER UNDERSTOOD AND AGREED that Carney's right to extract water from Sims' well shall last for a period of five (5) years, after which time it will terminate. Sims grants to Carney, his heirs and assigns, an option to renew Carney's right to extract fifty (50%) per cent of the water produced, up to a maximum of 250 gallons per minute of the first 500 gallons produced per minute.

Carney's option must be exercised, in writing, at least ninety (90)

days prior to the expiration of the five (5) year period. Should Carney exercise his right of renewal, it will be with the understanding that Carney is to pay Sims a reasonable monthly sum, set by Sims, which shall be based upon the prevailing fair market rates in force in the adjacent water districts. Should Carney fail to exercise the above mentioned option to renew, Sims will have the right to utilize all waters obtainable from the well. In the event Carney fails to exercise his option to renew this Agreement, he must remove his pump, the water flow meter and electrical panel, within thirty (30) days after expiration of this Agreement. Carney must repair any damage to Sims property caused by Carney's removal of the said items.

It is further understood and agreed that Carney is solely responsible for all electrical and maintenance costs connected with his water transportation system.

In the event, following execution of this Agreement, that there is sufficient water to pump a minimum of forty (40) gallons per minute, it is understood and agreed that this Agreement shall be immediately revoked and Carney, his heirs and assigns, shall not be deemed to have any right, title or interest in any of the water of said well. In addition, in the event that the well is insufficient, as mentioned above, Sims shall be held harmless and shall have no responsibility for any of the costs of drilling said well. It is further understood and agreed that upon execution of this Agreement, Carney will install a water meter which will accurately register the number of gallons per minute which Carney is extracting from the well. It is agreed that Sims has the right to inspect said meter whenever he so desires.

It is further understood and agreed that Sims has the right to install a chain or locking device on the gate valve to insure that the number of gallons of water extracted by Carney shall not exceed the amounts permitted by this Agreement.

The parties further understand and agree that Sims is not making any representations as to the source, quality, quantity, or availability

of any water which may be sought to be obtained from the well. Sims is not making any offer or representation that he is providing any water to members of the public. The water system used by Carney, including the water pump, will be Carney's own machinery and property. Sims has no connection with, responsibilities to, or obligations for Carney's water system. Sims will not control, operate or manage Carney's water system, except as to the extent as heretofore set forth in this Agreement.

It is further understood and agreed that, in the event that Sims fails at any time to enforce any terms and conditions of this Agreement, Sims shall not be considered to have waived his right to demand future performance under such terms and conditions.

The covenants and agreements herein contained shall run with the land and shall be binding on and inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

It is understood and agreed by each of the parties that this Agreement was prepared by Sims' attorney, Charles F. Bean, and that Carney has been advised by Sims' attorney that he has the right to have this agreement reviewed by an attorney of his choice, prior to signing.

DATED this 8th day of June, 1978.

RECEIVED
JAN 10 1986

DIVISION OF ENVIRONMENT
COEUR D'ALENE OFFICE

STATE OF IDAHO)
:ss.
County of Kootenai)

Walter M Sims
WALTER SIMS

Jim L. Carney
JIM L. CARNEY

MICHAEL JAMES
JAN 28 1986

On this 8th day of June, 1978, before me, the undersigned Notary Public in and for the State of Idaho, personally appeared

appearing.

Helen M. Pearson
Notary Public for State of Idaho;
Residing at BATHDRUM, Idaho.

STATE OF IDAHO)
County of Kootenai) :ss.

On this 8th day of June, 1978, before me, the undersigned
Notary Public in and for the State of Idaho, personally appeared
JIM L. CARNEY, known to me to be the person whose signature is
subscribed to the foregoing instrument, and acknowledged to me
that he 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
appearing.

Helen M. Pearson
Notary Public for State of Idaho;
Residing at BATHDRUM, Idaho.

RECEIVED
JAN 10 1983

DIVISION OF REVENUE
COLUMBIA FALLS OFFICE

MICROFILMED

MAR 28 1983

SUPPLEMENTAL AGREEMENT

Be it known that the following is a supplement to the agreement entered into on June 8th. 1978 between WALTER SIMS and JIM L. CARNEY and BEATRICE L. CARNEY, husband and wife:

In the matter of payment for water used from said well located on the NE $\frac{1}{4}$ of Section 11, Township 51 North, Range 4 W.B.M., Kootenai County, Idaho, excepting highway right-of-way; for the years 1984 and 1985. It is agreed that Jim L. Carney and Beatrice L. Carney will pay to Walter Sims the sum of Three Dollars (\$3.00) per Pineview Estates Residence per month. Billing will occur every two months beginning January, 1984 and payment from said billing shall be made to Mr. Sims by the 15th of the month following the two-month billing period: i.e., payment from January/February billing shall be paid to Mr. Sims by March 15th.

Mr. Sims shall be provided with a current list of names and addresses of all Pineview Estates residents. Mr. Sims shall be properly notified of any changes or additions to said list.

RECEIVED
JAN 10 1985

DIVISION OF REVENUE
CASHIER GENERAL OFFICE

MICHAEL
JAN 25 1985

WALTER SIMS

P.O. Box 7729693
1052

WELL AGREEMENT

(In Triplicate)

RECEIVED
MAR 07 2002
IDWR/North

THIS AGREEMENT made and entered into this 24th day
of April, 1986, by and between WALTER M. SIMS, a
single man, hereinafter referred to as "SIMS", and JIM L.
CARNEY and BEATRICE L. CARNEY, husband and wife, hereinafter
referred to as "CARNEY".

RECITALS:

A. The parties have heretofore entered into a Well
Agreement dated June 8, 1978, whereby Carney was given the
right to drill a water well on certain real property described
on Exhibit A, a copy of which is attached hereto and
incorporated herein by reference. Said property and water well
are hereinafter referred to as the "well site".

B. Carney has drilled the well and has been drawing
water from the same for domestic water service for the homes
located within the Pineview Estates Subdivision located in
Section 12, Township 51 North, Range 4 West, B.M., Kootenai
County, State of Idaho.

C. Sims has intended and does intend to give Carney
a permanent interest in said well and the water located therein.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE
MUTUAL PROMISES AND COVENANTS HEREINAFTER CONTAINED, THE
PARTIES DO AGREE AS FOLLOWS:

1. Sims does hereby grant and confirm unto Carney

EXHIBIT
A

JUDD & JUDD, P.A., LAWYERS, 1001 Spokane Street, P.O. Box 999
Post Falls, Idaho 83854 (208) 773-4516

1 an interest in the water well and well site described on
2 Exhibit A attached hereto, together with a right to the first
3 five hundred (500) gallons per minute of water capacity
4 contained in said well. Sims reserves to himself, all water
5 capacity in said well in excess of five hundred (500) gallons
6 per minute.

7 2. Carney shall have the right to install, repair,
8 replace, and maintain in said water well, sufficient pumps,
9 piping, valves, regulators, meters, and other equipment as
10 Carney may deem necessary to remove from said well sufficient
11 water to satisfy Carney's right to the first five hundred (500)
12 gallons per minute of well capacity.

13 3. Carney shall have the right to erect and
14 maintain on said well site sufficient well cover, pump house,
15 transmission lines, and such other equipment, structures, and
16 improvements as are necessary to extract from said well Carneys
17 first five hundred (500) gallons per minute of well capacity
18 and to transport the same into the water distribution system
19 owned and maintained by Carney.

20 4. Carney agrees to pay to Sims the sum of Three
21 (\$3.00) Dollars per month for each residential water connection
22 attached to Carneys water system which receives water for a
23 calendar month. In the event connections are made for other
24 than residential uses, the parties agree to negotiate a
25 reasonable rate to pay Sims for each such nonresident
26 connection. It is the intention of the parties, that Carney
27 shall pay Sims only for those water connections which have been

1 in place and have received water for a calendar month. Carney
2 shall pay the total sum due Sims for each calendar month, on
3 the 15th day of the next successive month.

4 Example:

5 If there are 100 water connections receiving
6 water for the entire month of April, Carney
7 shall pay Sims the sum of \$300.00 on or before
8 May 15th.

9 Any payment which is not paid within ten (10) days of its due
10 date, shall bear simple interest at the rate of twelve (12%)
11 percent per annum from the due date. The parties agree that
12 the rate due Sims, as specified in this paragraph, shall be
13 fixed for a period of five (5) years from the date hereof
14 subject to modification during said period of time either by
15 the mutual consent of the parties or as it may be modified by
16 any determination of the Idaho Public Utilities Commission
17 during the rate-making process establishing Carney's rate for
18 providing water to the Pineview Subdivision. The rate
19 established under this paragraph, shall be adjusted every five
20 (5) years by the negotiation of the parties commencing on the
21 fourth (4th) anniversary of the effective date of each rate.
22 If the parties are unable to agree upon the adjustment in the
23 rate or the in rate to be charged for nonresidential
24 connections, they agree to submit the same to arbitration by
25 Sims selecting one arbitrator, Carney selecting one arbitrator,
26 and the two arbitrators selecting the third. The decision of
27 the three arbitrators shall be conclusive and binding upon the

1 parties subject only to modification by either the parties
2 mutual agreement, or as may be determined or mandated by the
3 Idaho Public Utilities Commission.

4 5. Sims acknowledges that Carney, or Carney's
5 successor, is applying to the Idaho Public Utilities Commission
6 for a certificate of convenience and necessity authorizing the
7 delivery of water to the Pineview Subdivision and setting rates
8 for the same. Upon Sims request and subject to arrangements
9 satisfactory to Carney, for the installation of any required
10 improvements and any additional water required, Carney agrees
11 to petition the Idaho Public Utilities Commission for the
12 issuance of a certificate of convenience and necessity for
13 providing water service to Sims' additional properties.

14 6. Sims hereby grants to Carney a twenty (20') foot
15 wide easement for ingress and egress and for the installation,
16 maintenance, and repair of water transmission and power lines
17 to and from the well site, over, across, and under the real
18 property described as follows:

19 The North Twenty (20) feet of the South Fifty
20 (50) feet of the Northeast quarter of Section
21 11, Township 51 North, Range 4 West, Boise
22 Meridian, lying West of Government Way and
23 East of U.S. Highway 95, Kootenai County,
24 State of Idaho.

25 7. The parties agree that in their extraction of
26 any water from the well, they shall each take all reasonable
27 steps to prevent any degradation of the quality or of the
quantity of the water available to the parties.

8 Carney agrees to provide Sims with a statement

1 and roster of the water connections presently receiving water
2 to Carney's water system. Carney further agrees to provide
3 Sims with prompt notice of each new water connection and of
4 each turnoff of water service. Sims shall have the right, not
5 more frequently than annually, to conduct an inspection or
6 audit of Carney's accounts, to verify the number of accounts
7 receiving water during each calendar month.

8 9. Time is of the essence of this agreement. In
9 the event suit or other action is necessary to enforce any of
10 the terms of this agreement, the prevailing party shall be
11 entitled to recover in addition to court costs, their
12 reasonable attorneys fees incurred in both trial and appellate
13 courts.

14 10. This is a complete and integrated agreement, and
15 it contains all the terms and understandings of the parties.
16 There are no other agreements between the parties not set forth
17 herein. This agreement may be modified only by a written
18 agreement signed by both parties.

19 11. This agreement shall be binding upon the
20 successors, heirs, and assigns of the parties. In construing
21 this agreement, all parties claiming under Sims' rights in this
22 agreement, shall be considered and treated as a single party.
23 All parties claiming under Carneys' rights under this agreement
24 shall be treated and considered as a single party.

25 12. The parties acknowledge that they are executing
26 this agreement in triplicate and agree that one of such
27 triplicate originals, shall be recorded in the land records of

JUDD & JUDD, P.A., LAWYERS, 1001 Spokane Street, P.O. Box 999
Post Falls, Idaho 83854
(208) 773-4518

Kootenai County, Idaho. The parties further agree that the rights granted to Carney under this agreement, are and shall be burdens and encumbrances upon the easement and the well site.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Walter M. Sims
Walter M. Sims

Jim L. Carney
Jim L. Carney

Bea Carney
Bea Carney

STATE OF IDAHO)
County of Kootenai) ss.

On this 24th day of April, 1986, before me, a Notary Public, personally appeared WALTER M. SIMS, known or identified to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

Pamela M. Hantz
Notary Public for Idaho
Residing at Post Falls
Commission expires: 10/21/86

STATE OF IDAHO)
County of Kootenai) ss.

On this 24th day of April, 1986, before me, a Notary Public, personally appeared JIM L. CARNEY and BEATRICE L. CARNEY, husband and wife, known or identified to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

Pamela M. Hantz
Notary Public for Idaho
Residing at Post Falls
Commission expires: 10/21/86