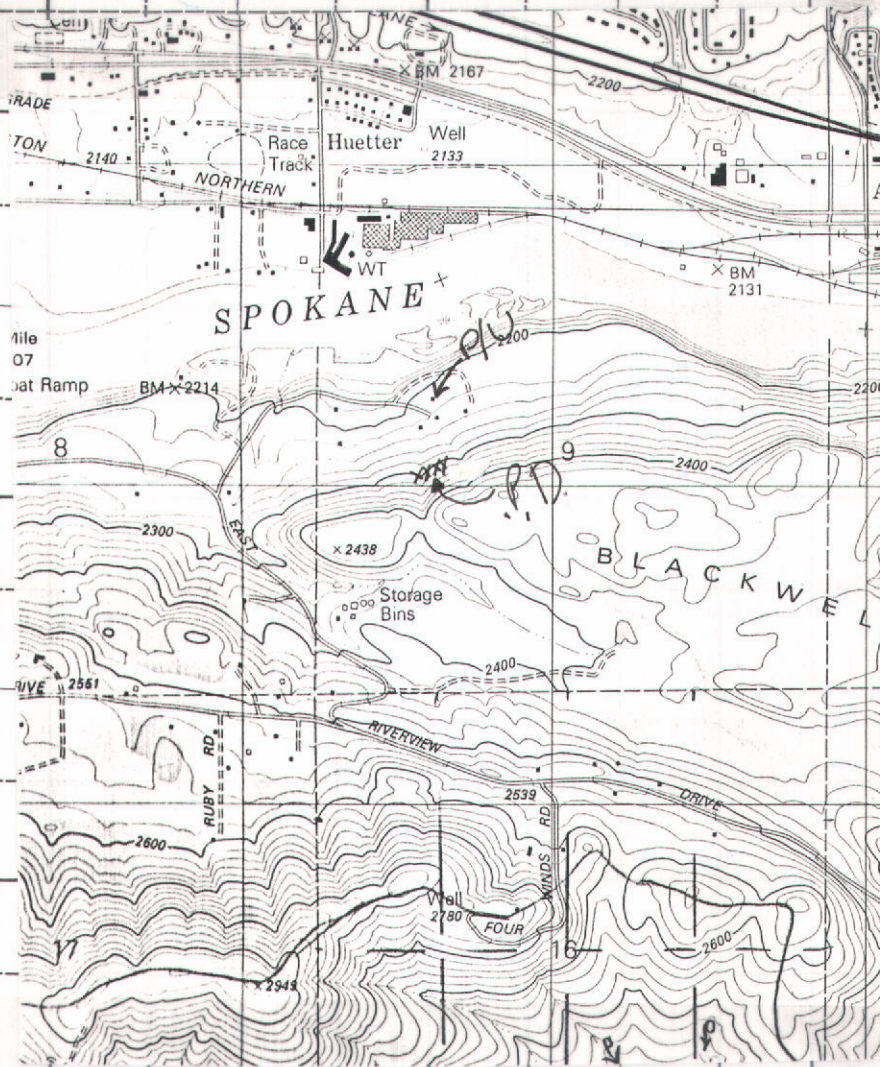


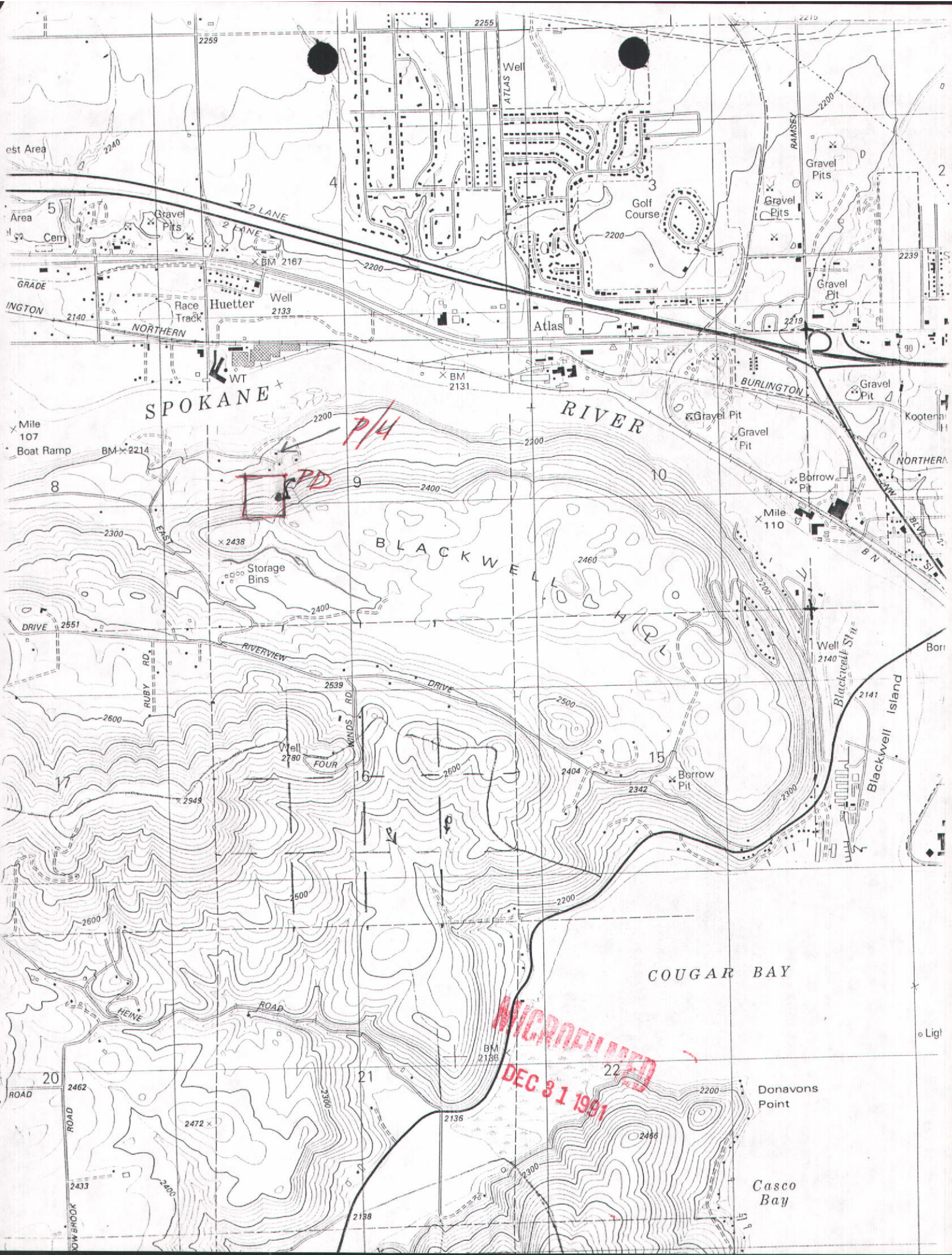
13. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



Scale: 2 inches equal 1 mile.

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.

Nancy J. Farmer
(Applicant)





DEC 31 1991

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 95-08609

Priority: November 23, 1988

Maximum Diversion Rate:

0.02 CFS

Maximum Diversion Volume:

1.2 AF

This is to certify, that ANDREW S. FARMER
NANCY J. FARMER

N. 2700 FOOTHILLS DR.

COEUR D ALENE ID 83814

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated November 23, 1988; and has submitted Proof of Beneficial Use on November 23, 1988. An examination indicates that the works have a diversion capacity of .020 cfs of water from:

SPRINGS

tributary to SINKS

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>
DOMESTIC	01/01 to 12/31	0.02 CFS	1.2 AF

LOCATION OF POINT(S) OF DIVERSION:

NENWSW , Sec. 9, Township 50N, Range 04W
KOOTENAI County

PLACE OF USE: DOMESTIC
TWN RGE SEC

50N 04W 9

SWNW

CONDITIONS/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. The issuance of this permit in no way grants any right-of-way or easement across the land of another.
6. Four points of diversion located in the NENWSW, S9, T50N, R4W.
7. Domestic use is for 1 home.

DEC 31 1991

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 95-08609

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 18TH
day of DECEMBER, 1991.

Acting for

R. Keith Higginson, Director

DEC 31 1991

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

APPROVED

To appropriate the public waters of the State of Idaho

1. Name of applicant Nancy J. &/or Andrew S Farmer Phone _____
Post office address N 2700 Foothill Drive Coeur d'Alene ID 83814
2. Source of water supply 4 unnamed springs which is a tributary of Sinks
3. Location of point of diversion is NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$, Govt. Lot _____
Sec. 9 Township 50 N Range 4W B.M. Kootenai County; additional
points of diversion if any: _____
4. Water will be used for the following purposes:
Amount .02 for Domestic purposes from 1/1 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)
5. Total quantity to be appropriated is (a) .02 and/or (b) _____
cubic feet per second acre feet per annum
6. Proposed diverting works:
 - a. Description of ditches, flumes, pumps, headgates, etc. pipeline & reservoir
 - 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
1 years (minimum 1 year).

MICROFILMED

JUN 15 1989

RECEIVED

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? James W Donald
b. Who owns the land to be irrigated or place of use? James W. Donald
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing. Verbal Permission (Nancy Farmer is daughter of James W. Donald)

[illegible]

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

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

a. Hydropower; show total feet of head and proposed capacity in KW. _____

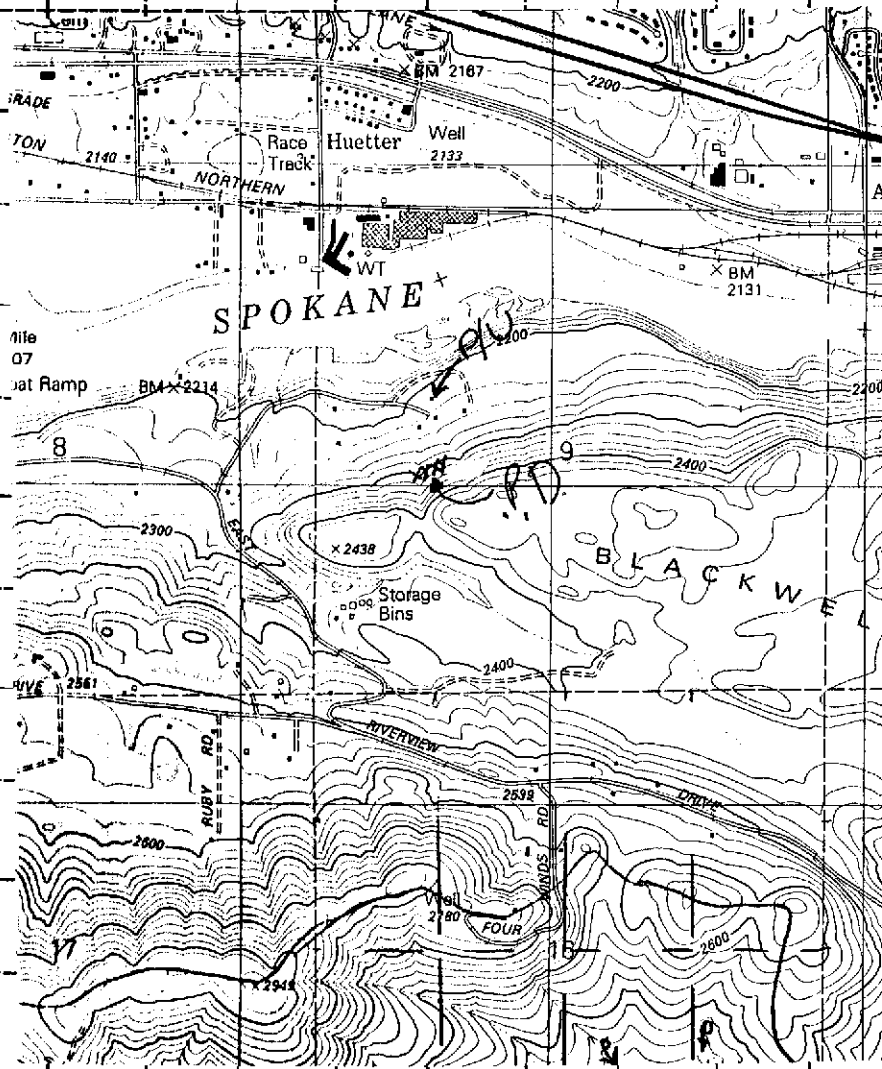
b. Stockwatering; list number and kind of livestock. _____

c. Municipal; show name of municipality. _____

d. Domestic; show number of households. _____

e. Other; describe fully. _____

13. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



WIKIKUTILIN

JUN 15 1989

Scale: 2 inches equal 1 mile.

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.

Nancy J. Farmer
(Applicant)

Received by	<i>RAH</i>	Date	11/23/88	Time	1:45 PM
Fee \$	3000	Received by	<i>RAH</i>	#	N 2097
		Date	11/23/88		
Publication prepared by	<i>pm</i>	Date	10/7/88	Published in	<i>Journal of Water Resources</i>
Publication approved	<i>pm</i>	Date	12/27/88		

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. 95-8609, and said application is hereby APPROVED.

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

April 1, 1990.

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:

The issuance of this permit in no way grants any right-of-way or easement across the land of another.

Witness my hand this 3rd day of April, 1989.

J. Allen Sawyer

RECORDED
JUN 15 1989

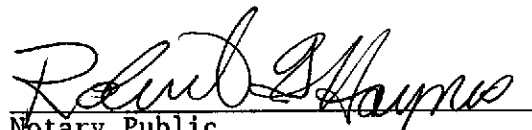
A G R E E M E N T

I hereby give my permission to Andrew S. and Nancy J. Farmer to use water issuing from springs on my property in the NE1/4 NW1/4 SW1/4; Section 9; Township 50N; Range 4W; Kootenai County. Said water may be used for domestic purposes. This permission is revocable.

Signed at Coeur d'Alene Idaho, January 11, 1989


James W. Donald

Subscribed and sworn to before me this 11th day of January 1989


Notary Public

My comission expires November 10, 1992

MICROFILMED

JUN 15 1989

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO,
County of Kootenai,

} ss.

Laura Leth 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

notice

of which the annexed is a printed copy, was published in the regular Thursday issue of said newspaper for 2 consecutive weeks commencing on the 15 day of December, 1988, and ending on the 22 day of December, 1988, 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.

Laura Leth
Subscribed and sworn to before me this

22 day of December

1988

Roberta Stanley

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

NOTICE OF APPLICATION FOR WATER RIGHT

The Following applica-
tion(s) have been filed to ap-
propriate the public waters of
the State of Idaho:

95-08609

FARMER, ANDREW S.
FARMER, NANCY J.
N. 2700 FOOTHILL DR.
COEUR D ALENE, ID 83814
Source: SPRINGS Tributary:
SINKS

Diversion Pt: NENWSW Sec 8
T 50N R 04W

Use: DOMESTIC (.000 CFS)

Date Filed: 11/23/1988

In: T50N R04W S09 Lot 8
(SWNE)

The permit(s) will be sub-
ject to all prior water rights.
Protests must be filled with
the Director, Dept. of Water
Resources, Northern Region,
4055 Government Way Suite 9,
Coeur D' Alene, Idaho 83814 on
or before JANUARY 3, 1989.

R. KEITH HIGGINSON,
Director

Legal 397

Dec. 15, 22, 1988

GL8 is
correct
Legal
Nominal
1/4 is SWNW
Ryff

MICROFILMED

JUN 15 1989

RECEIVED

DEC 23 1988

NORTHERN REGION
IDWR

COPIED AND
2-3-93

COP

RECEIVED

FEB 2 1990

STATE
COUNTY
FILED

JAN 31 9 37 AM

Linda Garrett
DEPUTY

95-8609

Department of Water Resources

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

SHERMAN SCHROCK and VICKEY	)	
SCHROCK, husband and wife,	)	CASE NO. 73149
	)	
Plaintiffs,	)	
	)	STIPULATION AND ORDER
vs.	)	FOR DISMISSAL OF
	)	DIRECTOR OF IDAHO
JAMES DONALD and ELIZABETH	)	DEPARTMENT OF WATER
DONALD, husband and wife,	)	RESOURCES
and ANDREW FARMER and NANCY	)	
FARMER, husband and wife, and	)	
DIRECTOR OF THE IDAHO DEPARTMENT	)	
OF WATER RESOURCES,	)	
	)	
Defendants.	)	

IT IS STIPULATED by and among the parties hereto, by
and through their respective counsel of record, Paul R. Kroeger
of the firm Lempesis, Anderson, Kroeger, P.A., appearing for
the plaintiffs, Pat W. Arney appearing for the defendants James
Donald and Elizabeth Donald, husband and wife, and Andrew
Farmer and Nancy Farmer, husband and wife, and A. Lynne
Krogh-Hampe for the Director of the Idaho Department of Water
Resources, that the Director of the Idaho Department of Water
Resources be dismissed from the above entitled action without
prejudice.

1 DATED: November 16, 1989

DATED: Oct 24, 1989

2 LEMPESIS, ANDERSON, KROEGER, P.A.

3
4 By: Paul R. Kroeger
PAUL R. KROEGER

5
6 By: PAT W. ARNEY
PAT W. ARNEY

7
8 By: A. Lynne Krogh-Hampe
A. Lynne Krogh-Hampe
Deputy Attorney General

9 ORDER

10 This cause coming on at this time on stipulation of
11 the parties hereto, through their respective counsel of record,
12 and good cause appearing therefor;

13 IT IS HEREBY ORDERED and this does ORDER that the
14 Director of the Idaho Department of Water Resources be
15 dismissed as a defendant in the above entitled action without
16 prejudice, upon the agreement of the parties, all parties to
bear their owns costs and attorneys' fees.

17 Dated this 24 day of January, ¹⁹⁹⁰~~1989~~.

18
19 CLAY M. HAMAN
DISTRICT JUDGE

20 CERTIFICATE OF MAILING

21 I hereby certify that on this 21st day of January,
22 ¹⁹⁹⁰~~1989~~, I served a copy of the foregoing STIPULATION AND ORDER
23 FOR DISMISSAL, by depositing same in the United States mail,
24 postage prepaid, in an envelope, addressed to the following:

25
26 Paul R. Kroeger
27 LEMPESIS, ANDERSON, KROEGER, P.A.
Attorneys at Law
28 P.O. Box 218
Post Falls ID 83854

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A. Lynne Krogh-Hampe
Deputy Attorney General
Department of Water Resources
1301 N. Orchard
Statehouse Mail
Boise ID 83720

Pat W. Arney
111 North Second
P.O. Box 758
Coeur d'Alene ID 83814

SHIRLEY A. DEITZ
Linda Garrett

CLERK

1239p

COPY

STATE OF IDAHO }
COUNTY OF KOOTENAI } ss
AT THE REQUEST OF
PIONEER TITLE COMPANY

Dec 18 12 27 PM '89

SHIRLEY DEITZ

C. Reed
FEE \$ 27.00 DEPUTY

1169579

AGREEMENT

This Agreement made and entered this 14 day of November, 1989, between SHERMAN SCHROCK and VICKEY SCHROCK, husband and wife, hereinafter "Schrock;" JAMES DONALD and ELIZABETH DONALD, husband and wife, hereinafter "Donald;" and ANDREW FARMER and NANCY FARMER, husband and wife, hereinafter "Farmer."

WHEREAS, all the parties to this Agreement are parties to Kootenai County Civil Case No. 73149 and are desirous of resolving the issues raised therein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and the incorporation of this Agreement in an order of dismissal of Civil Case 73149, and other good and valuable consideration, the parties hereto agree as follows:

1. The parties agree that the Idaho Department of Water Resources will be dismissed from Civil Case No. 73149 prior to the entry of the order of dismissal herein contemplated.

2. At the time of execution hereof, Donald and Farmer shall quitclaim all of their right, title and interest in and to a certain well (as reflected by license of water right number 95-07798 and 95-07546 and by reservation in that certain Warranty Deed from James W. Donald and Elizabeth Donald to Vaughn P. Donald and Pamela Donald dated October 21, 1978, and shown as document number 785906 records of Kootenai County, Idaho) any water therefrom, and any rights-of-way or easements therefrom located on the property of Schrock, to Schrock. Donald and Farmer shall have no responsibility for past or future costs or obligations concerning said well and Schrock shall hold Donald and Farmer harmless in regard to any claims concerning said well.

3. The parties to this Agreement have water rights to a certain springs, collection facilities and pipelines located on the property of Donald. The springs serving the parcels of the three parties (as hereinafter described below) are in the NW1/4 SW1/4, S. 9, T. 50 N., R. 4 W.B.M., Kootenai County, Idaho. The respective ownerships and rights are as follows:

AGREEMENT

This Agreement made and entered this 18 day of November, 1989, between SHERMAN SCHROCK and VICKY SCHROCK, husband and wife, hereinafter "Schrock;" JAMES DONALD and ELIZABETH DONALD, husband and wife, hereinafter "Donald;" and ANDREW FARMER and NANCY FARMER, husband and wife, hereinafter "Farmer."

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<u>OWNER</u>	<u>PLACE OF USE</u>	<u>PRIORITY DATE</u>	<u>QTY</u>	<u>PURPOSE</u>
James & Elizabeth Donald Rt. # 1 Box 77 Coeur d' Alene ID 83814 (Claim No. 95-04387)	E1/2 of E. 313 ft., Govt. Lot 8, Sec. 9, T. 50N., R. 4 W.B.M. Kootenai Cty., ID	06/22/65	.04 cfs	Domestic for one household
Sherman & Vickey Schrock N. 2430 Foothill Dr. Coeur d'Alene ID 83814 (Claim No. 95-04386)	Portion of W1/2 of E. 313 ft., Govt. Lot 8, Sec. 9, T. 50N., R. 4 W.B.M. Kootenai Cty., ID	06/01/69	.04 cfs	Domestic for one household
James & Elizabeth Donald Rt. # 1 Box 77 Coeur d' Alene ID 83814 (for Andrew and Nancy Farmer) (Application for a Permit No. 95-08609)	E1/2 of E. 313 ft., Govt. Lot 8, Sec. 9, T. 50N., R. 4 W.B.M. Kootenai Cty., ID	11/23/88	.02 cfs	Domestic for one household

4. The parties hereto acknowledge that even though each has a paper right to two miner's inches of water on a continuous flow basis (one inch continuous flow for a year would develop 14.48 acre feet annually), the average daily production from the common spring source on the Donald property is approximately 900 gallons per day, or 328,500 gallons per year, or approximately one acre foot annually. The parties hereto agree that regardless of their respective water right priorities, the parties hereto shall share the flow from the springs one-third (1/3) each when the daily yield is 600 gallons or more. All water overflowing the reservoir shall be also divided one-third (1/3) each, provided that the other parties hereto shall have the right to use said overflow one-half (1/2) each if one party does not then wish to use such overflow water, or one party may use all the overflow water if the other two parties do not wish to use such overflow water. At yields below 600 gallons per day, Donald and Schrock shall share 50 - 50 and Farmer shall receive no water pursuant to right, but Donald may then make part or all of Donald's entitlement available to Farmer or Farmer's successor at Donald's discretion. At flows below 300 gallons per day total, the parties will again share one-third (1/3), one-third (1/3), one-third (1/3), it being recognized that such flows would be required for culinary and drinking purposes.

The parties further acknowledge that if average daily yields are below 600 gallons per day, that water will not be

used for any purposes other than domestic within the three dwellings, or their replacements.

5. Donald shall own the collection facilities and improvements including the pipeline used in common, from the springs to the "T," and have responsibility for repair and maintenance of the system from the springs to the "T." Each party shall own and maintain their private facilities from the "T" (junction) in the pipe, it being understood Donald and Farmer shall share 50 - 50 below the "T." Schrock and Farmer are herein granted an easement for the conveyance of their water in the common facilities. Schrock is herein granted an easement for his pipeline from the "T" to Schrock's boundary, as well as a secondary easement ten feet in width (five feet on each side of his pipeline) from his boundary to the "T" for access, operation and maintenance purposes. Schrock and Farmer are herein granted a secondary easement ten feet in width (five feet on each side of the pipeline) for access from the "T" to the spring along the existing pipeline (or as the same may be then located) for use by Schrock or Farmer for operation and maintenance purposes as outlined in Paragraph 6 hereof in the event Donald is absent or unable to perform the repairs. Such easement shall be as shown on Exhibit "A".

6. The parties hereto agree that the responsibility for costs of repair, maintenance or replacement of the spring collection network and the pipeline located on Donald's property, but used in common by the parties, shall be one-third (1/3) each. Prior to undertaking repair and maintenance of the system from the springs to the "T," if maintenance costs are contemplated, Donald shall give the parties hereto thirty (30) days mailed notice containing an estimate of the cost of repairs (based on a contractor's estimate if the work is to be accomplished by other than Donald). In the event any maintenance is actually conducted by any party hereto, the cost shall be limited to out of pocket costs, with no reimbursement for personal labor. In the event of an emergency, and in the absence of Donald, after an attempt has been made to alert the other party hereto, any party may do what is necessary to restore the system to working order or to prevent damage to the system. Bills for repairs shall be paid within thirty (30) days after submitted by mail. Parties who have not paid within said thirty (30) days shall not be entitled to water until said bill is paid.

7. If at any time the system has fallen in disrepair, and for that reason only the water available to the parties falls below a total of 600 gallons per day, and after written demand to Donald or his successor the system is not thereafter repaired within thirty (30) days, Schrock or Farmer or their successors may proceed to make said repairs, the cost thereof to be shared as set out in Paragraph 6 above.

8. The parties acknowledge that installing devices to measure daily volumes would be expensive. Such will not be required unless unanimously agreed.

9. The parties agree to take all reasonable measures to keep any person from hereafter appropriating or diverting water from the common spring source, unless all agree.

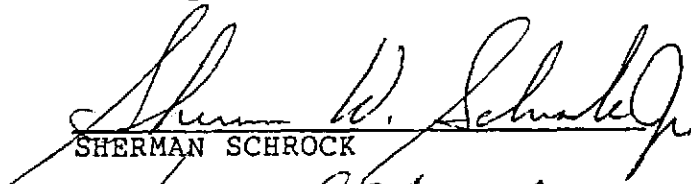
10. So long as the financial obligations for the operation of the system are current, the rights to water hereunder shall not be terminable, and each party shall be deemed the owner of a covenant running with the land in the system for the benefit of his respective parcel.

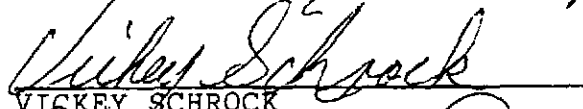
11. Any decision to hereafter further develop the spring area or convert to a subterranean water source in the area of the springs can only be made by a unanimous consensus of the parties hereto.

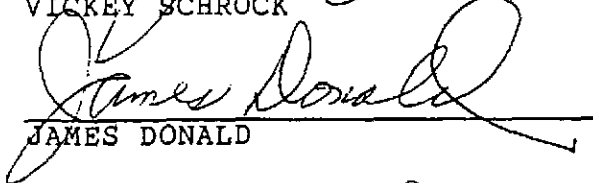
12. Donald covenants that in any subsequent sale of the property where the spring or part of the common system is located, that the parties hereto will be protected to the extent of their rights set out herein.

13. This Agreement and the covenants herein contained shall be binding upon and inure to the heirs, successors, assigns and personal representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the day and year first above written.


SHERMAN SCHROCK


VICKEY SCHROCK


JAMES DONALD


ELIZABETH DONALD

Andrew Farmer
ANDREW FARMER

Nancy Farmer
NANCY FARMER

As the successors to the interests of Schrocks, the undersigned approve and agree to be bound by the provisions of this Agreement.

James Neff
JAMES NEFF

Gloria Neff
GLORIA NEFF

STATE OF IDAHO)
County of LATAH) ss.

On this 14 day of November, 1989, before me, a Notary Public, in and for said County and State, personally appeared SHERMAN SCHROCK, known or identified to me to be the individual whose name is subscribed to the within 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 written.

Paul R. Koege
NOTARY PUBLIC FOR IDAHO
Residing at: Post Falls, ID
My commission expires: 1/2/93

STATE OF IDAHO)
County of KOOTENAI) ss.

On this 14 day of NOVEMBER, 1989, before me, a Notary Public, in and for said County and State, personally appeared VICKEY SCHROCK, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

Alexander D.
NOTARY PUBLIC FOR IDAHO
Residing at: Coeur d'Alene
My commission expires: 4/94

STATE OF IDAHO)
County of Kootenai) ss.

On this 16th day of October, 1989, before me, a Notary Public, in and for said County and State, personally appeared JAMES DONALD, known or identified to me to be the individual whose name is subscribed to the within 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 written.

Dorlene Visser
NOTARY PUBLIC FOR IDAHO
Residing at: Coeur d'Alene, Id.
My commission expires: 4-4-91

STATE OF IDAHO)
County of Kootenai) ss.

On this 16th day of October, 1989, before me, a Notary Public, in and for said County and State, personally appeared ELIZABETH DONALD, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

Dorlene Visser
NOTARY PUBLIC FOR IDAHO
Residing at: Coeur d'Alene, Id.
My commission expires: 4-4-91

STATE OF IDAHO)

County of Kootenai)

ss.

On this 16th day of October, 1989, before me, a Notary Public, in and for said County and State, personally appeared ANDREW FARMER, known or identified to me to be the individual whose name is subscribed to the within 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 written.

Dorene Kisser
NOTARY PUBLIC FOR IDAHO

Residing at: Carroll Place, Id.
My commission expires: 4-4-91

STATE OF IDAHO)

County of Kootenai)

ss.

On this 16th day of October, 1989, before me, a Notary Public, in and for said County and State, personally appeared NANCY FARMER, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

Dorene Kisser
NOTARY PUBLIC FOR IDAHO

Residing at: Carroll Place, Id.
My commission expires: 4-4-91

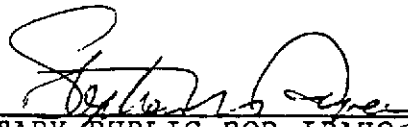
STATE OF IDAHO)

County of Kootenai)

ss.

On this 26th day of October, 1989, before me, a Notary Public, in and for said County and State, personally appeared Eugene R. NEFF, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

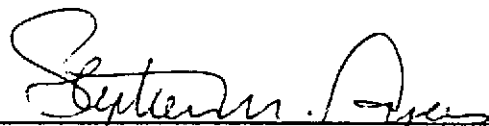
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


NOTARY PUBLIC FOR IDAHO
Residing at: Coeur d'Alene
My commission expires: 12-28-94

STATE OF IDAHO)
County of Kootenai) ss.

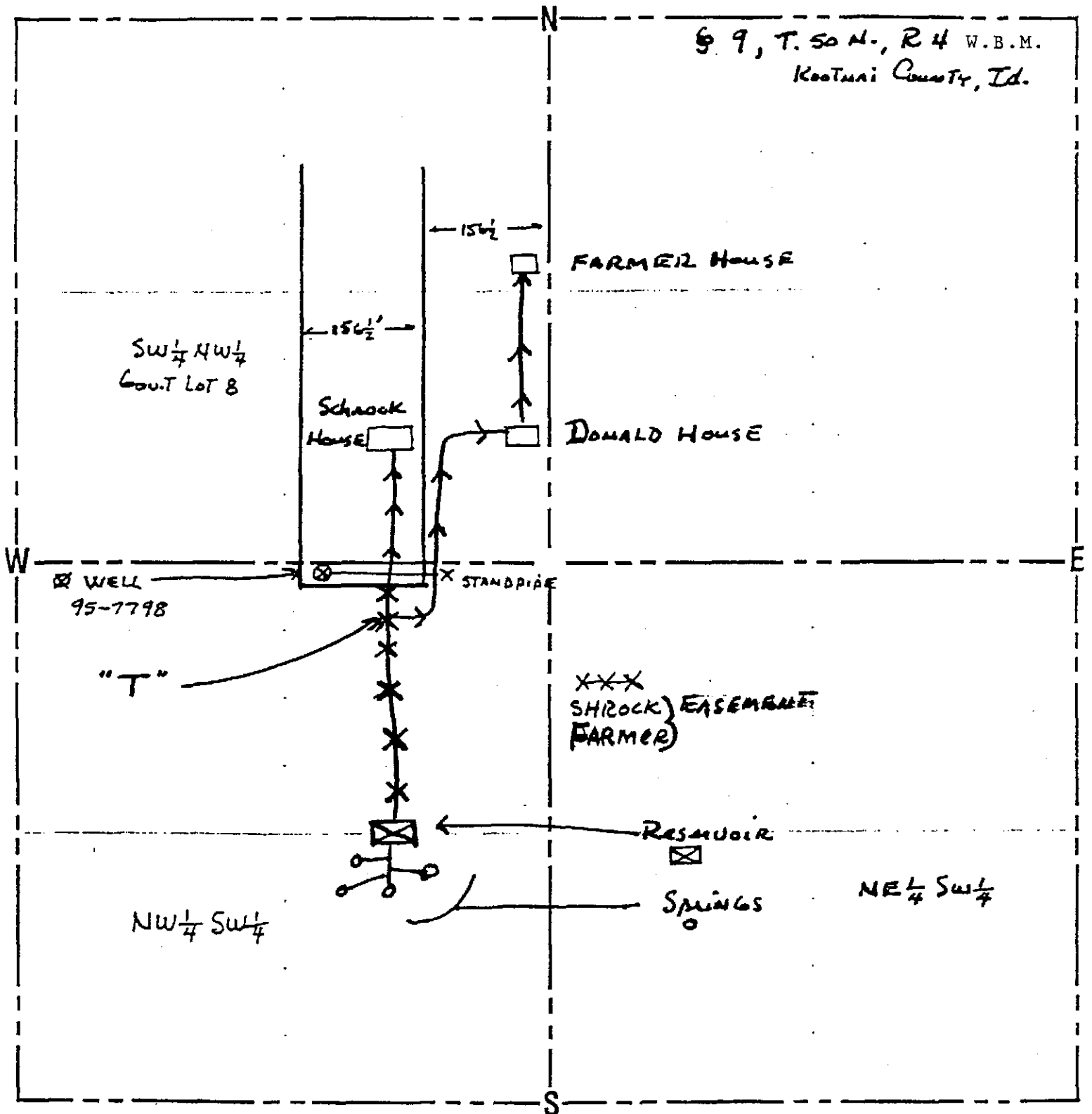
On this 26th day of October, 1989, before me, a Notary Public, in and for said County and State, personally appeared Glenn NEFF, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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


NOTARY PUBLIC FOR IDAHO
Residing at: Coeur d'Alene
My commission expires: 12-28-94

1687m

EXHIBIT "A"



December 20, 1991

ANDREW S. FARMER
NANCY J. FARMER
N. 2700 FOOTHILLS DR.
COEUR D ALENE ID 83814

RE: WATER RIGHT NO. 95-08609

Dear Water Right Holder(s):

Enclosed herewith is a copy of the Water Right License issued on the above referenced permit.

Sincerely,

SHARLA CURTIS
Water Resource Agent

SC:blm

Enclosure

DEC 31 1991

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

RECEIVED
JUN 28 1991

A. GENERAL INFORMATION

Permit No. Department of Water Resources

1. Owner: NANCY J. OR ANDREW S. FARMER Phone No. 667-0460
Current Address: 11-2700 FOOTHILLS DR. CAPODOLINO, ID. 83814

2. Accompanied by: JOHN FARMER EXAM. DATE: 12-7-90

Address: SAME Phone No. _____

Relationship to Permit Holder: SON

3. Source: SPRINGS tributary to SINKS

B. OVERLAP REVIEW

1. Other water rights with same place of use: _____

☐ Copies Attached

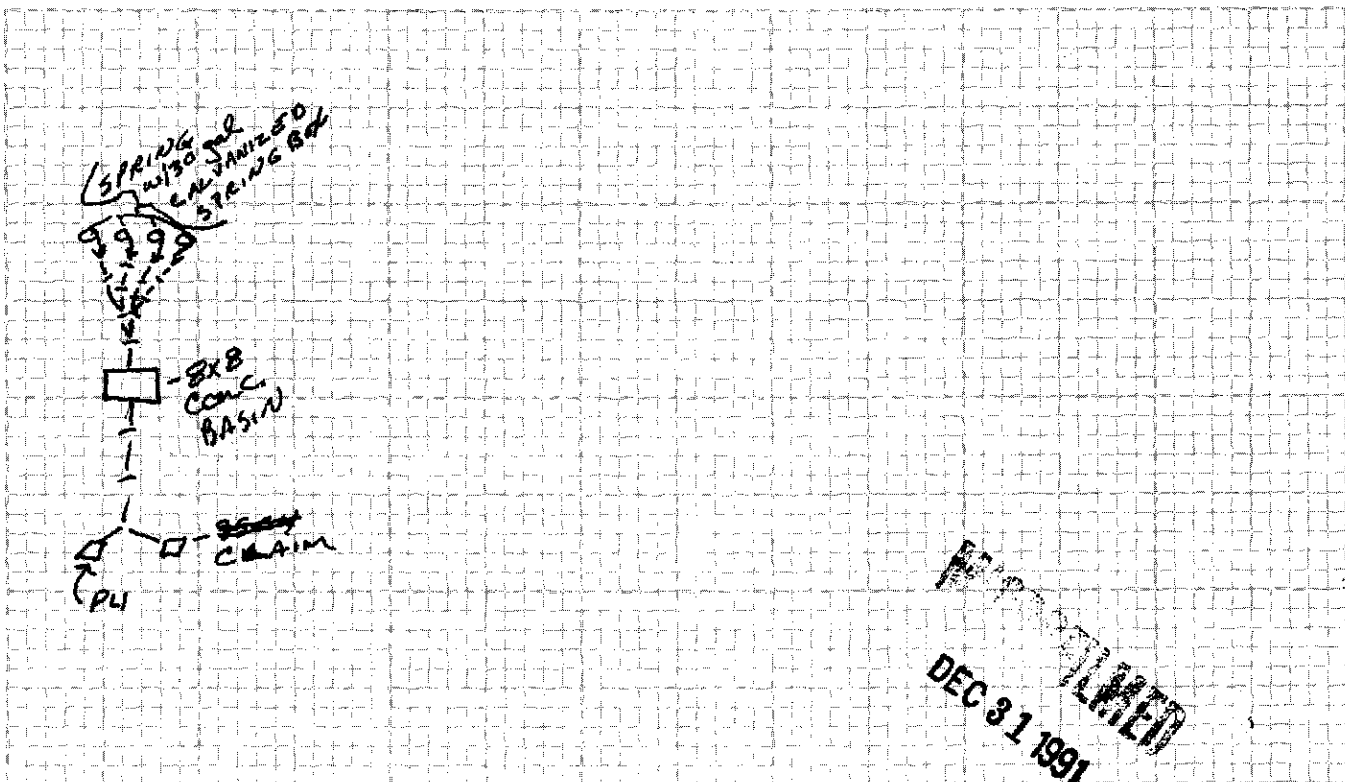
2. Other water rights with same point of diversion: _____

☐ Copies Attached

☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

1. **Diversion System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable. ☐ Alternative diagram attached



Scale: 1" = _____

2. ☐ Copy of U.S.G.S. Quadrangle Attached
Showing location(s) of point(s) of diversion and
place(s) of use (required).

☐ Photo of Diversion and System Attached
(required for all but single household domestic groundwater, and stockwater.

☐ Aerial Photo Attached
(required for irrigation of 10 acres or more).

3. Narrative: Description (As operating at time of measurement. Indicate pressure, number of sprinklers, etc.)

4 SPRINGS DEVELOPED WITH GALVANIZED STEEL CANS WITH GRAVITY FLOW TO 8X8X8 CONC. VAULT THE GRAVITY FLOW TO HOUSES.

~~Gravity flows to lows.~~

~~GRAVITY FLOW $\frac{3}{4}$ " PIPE TO 8X8X8 CONC. VAULT THE~~

4 SPRINGS DEVELOPED WITH GALVANIZED STEEL CANS WITH

☐ See Remarks on page 4 for continuation

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

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

5. Point(s) of Diversion:

[illegible]

6. Place(s) of Use:

Indicate Method of Determination *MAF*

[illegible]

Do not use this space

1967 18 SEP



Do not use this space

D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

1.

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

2. Measurements:

E. FLOW CALCULATIONS

☐ Additional Computation Sheets Attached

1. Measured Method:

2. Alternate Method for Checking Purposes:

one hour

F. PUMP EFFICIENCY DATA (Optional)

Discharge Pressure: _____ psi x 2.31 = _____ ft (1); Dynamic pumping level: _____ ft (2)

Total Head: (1) + (2) = _____ (3) : Flow rate: _____ cfs (4)

Water HP: (3) x (4) ÷ 8.8 = _____ (5)

Meter Input KW: 3.6 x _____ KH x _____ CTR or _____ MULT x _____ PTR x _____ N/ _____ T = _____ (6)

Meter Input HP: (6) x 1.34 = _____ (7)

Panel Input KW: _____ Ave PF x _____ Ave Volts x _____ Ave Amps x .001732 = _____ (6)

Panel Input HP: (6) x 1.34 = _____ (7) Efficiency: (5)/(7) x 100 = _____ %

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

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

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

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

2. Volume Calculations for Other Uses:

DEC 31 1991

one hour



DEC 31 1991



State of Idaho

DEPARTMENT OF WATER RESOURCES

NORTHERN REGION, Suite 210 • 1910 Northwest Blvd. • Coeur d'Alene, Idaho 83814 • (208) 765-4639

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

June 12, 1989

RECEIVED
JUN 14 1989

Department of Water Resources

Mr. Andrew Farmer
N. 2700 Foothills Dr.
Coeur d'Alene, Id. 83814

Re: 95-8609

Dear Mr. Farmer:

We acknowledge receipt of your statement of completion of water development use for the above-referenced permit.

Before a license can be issued, a field examination must be made by a representative of this Department. We do not know at this time when he will be able to conduct the examination; however, the examiner will try to contact you prior to the time the examination is made so that you may demonstrate the system. If you will not be available to show the system, please provide this office with the name and address of someone who will be able to do so. Your permit will remain valid until the examination is made.

If you have any questions concerning the field examination, please contact this office. Please be sure to use the above-referenced permit number in all future correspondence concerning this examination.

Sincerely,

/s/
TOM D. KING
Senior Water Resource Agent

TDK/pms

MicroFILMED
JUL 02 1990

COF

RECEIVED

FEB 2 1990

STATE OF IDAHO }
COUNTY OF KOOTENAI } ss
FILED

JAN 31 9 37 AM '90

Linda Garrett

Department of Water Resources

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

* * * * *

SHERMAN SCHROCK and VICKEY	)	
SCHROCK, husband and wife,	)	CASE NO. 73149
	)	
Plaintiffs,	)	
	)	STIPULATION AND ORDER
vs.	)	FOR DISMISSAL OF
	)	DIRECTOR OF IDAHO
JAMES DONALD and ELIZABETH	)	DEPARTMENT OF WATER
DONALD, husband and wife,	)	RESOURCES
and ANDREW FARMER and NANCY	)	
FARMER, husband and wife, and	)	
DIRECTOR OF THE IDAHO DEPARTMENT	)	
OF WATER RESOURCES,	)	
	)	
Defendants.	)	

* * * * *

IT IS STIPULATED by and among the parties hereto, by
and through their respective counsel of record, Paul R. Kroeger
of the firm Lempesis, Anderson, Kroeger, P.A., appearing for
the plaintiffs, Pat W. Arney appearing for the defendants James
Donald and Elizabeth Donald, husband and wife, and Andrew
Farmer and Nancy Farmer, husband and wife, and A. Lynne
Krogh-Hampe for the Director of the Idaho Department of Water
Resources, that the Director of the Idaho Department of Water
Resources be dismissed from the above entitled action without
prejudice.

MICROFILMED

JUL 02 1990

1 DATED: November 16, 1989

DATED: Oct 24, 1989

2 LEMPESIS, ANDERSON, KROEGER, P.A.

3
4 BY: Paul R. Kroeger
PAUL R. KROEGER

BY: PAT W. ARNEY
PAT W. ARNEY

6
7 BY: A. Lynne Krogh-Hampe
A. Lynne Krogh-Hampe
Deputy Attorney General

8 ORDER

9 This cause coming on at this time on stipulation of
10 the parties hereto, through their respective counsel of record,
11 and good cause appearing therefor;

12 IT IS HEREBY ORDERED and this does ORDER that the
13 Director of the Idaho Department of Water Resources be
14 dismissed as a defendant in the above entitled action without
15 prejudice, upon the agreement of the parties, all parties to
16 bear their owns costs and attorneys' fees.

17 Dated this 24 day of January, ¹⁹⁹⁰~~1989~~.

18
19 CARLY M. HAMAN
DISTRICT JUDGE

20 CERTIFICATE OF MAILING

21 I hereby certify that on this 31st day of January,
22 ¹⁹⁹⁰~~1989~~, I served a copy of the foregoing STIPULATION AND ORDER
23 FOR DISMISSAL, by depositing same in the United States mail,
24 postage prepaid, in an envelope, addressed to the following:

25
26 Paul R. Kroeger
27 LEMPESIS, ANDERSON, KROEGER, P.A.
Attorneys at Law
28 P.O. Box 218
Post Falls ID 83854

MICROFILMED
JUL 02 1990

COPY

STATE OF IDAHO
COUNTY OF KOOTENAI } SS
AT THE REQUEST OF
PIONEER TITLE COMPANY

DEC 18 12 27 PM '89

SHIRLEY DEITZ

C. Reed
FEE \$ 27.00 DEPUTY

1169579

AGREEMENT

This Agreement made and entered this 14 day of November, 1989, between SHERMAN SCHROCK and VICKEY SCHROCK, husband and wife, hereinafter "Schrock;" JAMES DONALD and ELIZABETH DONALD, husband and wife, hereinafter "Donald;" and ANDREW FARMER and NANCY FARMER, husband and wife, hereinafter "Farmer."

WHEREAS, all the parties to this Agreement are parties to Kootenai County Civil Case No. 73149 and are desirous of resolving the issues raised therein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and the incorporation of this Agreement in an order of dismissal of Civil Case 73149, and other good and valuable consideration, the parties hereto agree as follows:

1. The parties agree that the Idaho Department of Water Resources will be dismissed from Civil Case No. 73149 prior to the entry of the order of dismissal herein contemplated.

2. At the time of execution hereof, Donald and Farmer shall quitclaim all of their right, title and interest in and to a certain well (as reflected by license of water right number 95-07798 and 95-07546 and by reservation in that certain Warranty Deed from James W. Donald and Elizabeth Donald to Vaughn P. Donald and Pamela Donald dated October 21, 1978, and shown as document number 785906 records of Kootenai County, Idaho) any water therefrom, and any rights-of-way or easements therefrom located on the property of Schrock, to Schrock. Donald and Farmer shall have no responsibility for past or future costs or obligations concerning said well and Schrock shall hold Donald and Farmer harmless in regard to any claims concerning said well.

3. The parties to this Agreement have water rights to a certain springs, collection facilities and pipelines located on the property of Donald. The springs serving the parcels of the three parties (as hereinafter described below) are in the NW1/4 SW1/4, S. 9, T. 36N, R. 12E, B.M., Kootenai County, Idaho. The respective ownerships and rights are as follows:

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JUL 02 1990

<u>OWNER</u>	<u>PLACE OF USE</u>	<u>PRIORITY DATE</u>	<u>QTY</u>	<u>PURPOSE</u>
James & Elizabeth Donald Rt. # 1 Box 77 Coeur d' Alene ID 83814 (Claim No. 95-04387)	E1/2 of E. 313 ft., Govt. Lot 8, Sec. 9, T. 50N., R. 4 W.B.M. Kootenai Cty., ID	06/22/65	.04 cfs	Domestic for one household
Sherman & Vickey Schrock N. 2430 Foothill Dr. Coeur d'Alene ID 83814 (Claim No. 95-04386)	Portion of W1/2 of E. 313 ft., Govt. Lot 8, Sec. 9, T. 50N., R. 4 W.B.M. Kootenai Cty., ID	06/01/69	.04 cfs	Domestic for one household
James & Elizabeth Donald Rt. # 1 Box 77 Coeur d' Alene ID 83814 (for Andrew and Nancy Farmer) (Application for a Permit No. 95-08609)	E1/2 of E. 313 ft., Govt. Lot 8, Sec. 9, T. 50N., R. 4 W.B.M. Kootenai Cty., ID	11/23/88	.02 cfs	Domestic for one household

4. The parties hereto acknowledge that even though each has a paper right to two miner's inches of water on a continuous flow basis (one inch continuous flow for a year would develop 14.48 acre feet annually), the average daily production from the common spring source on the Donald property is approximately 900 gallons per day, or 328,500 gallons per year, or approximately one acre foot annually. The parties hereto agree that regardless of their respective water right priorities, the parties hereto shall share the flow from the springs one-third (1/3) each when the daily yield is 600 gallons or more. All water overflowing the reservoir shall be also divided one-third (1/3) each, provided that the other parties hereto shall have the right to use said overflow one-half (1/2) each if one party does not then wish to use such overflow water, or one party may use all the overflow water if the other two parties do not wish to use such overflow water. At yields below 600 gallons per day, Donald and Schrock shall share 50 - 50 and Farmer shall receive no water pursuant to right, but Donald may then make part or all of Donald's entitlement available to Farmer or Farmer's successor at Donald's discretion. At flows below 300 gallons per day total, the parties will again share one-third (1/3), one-third (1/3), one-third (1/3), it being recognized that such flows would be required for culinary and drinking purposes.

The parties further acknowledge that if average daily yields are below 600 gallons per day, that water will not be

JUL 02 1990

used for any purposes other than domestic within the three dwellings, or their replacements.

5. Donald shall own the collection facilities and improvements including the pipeline used in common, from the springs to the "T," and have responsibility for repair and maintenance of the system from the springs to the "T." Each party shall own and maintain their private facilities from the "T" (junction) in the pipe, it being understood Donald and Farmer shall share 50 - 50 below the "T." Schrock and Farmer are herein granted an easement for the conveyance of their water in the common facilities. Schrock is herein granted an easement for his pipeline from the "T" to Schrock's boundary, as well as a secondary easement ten feet in width (five feet on each side of his pipeline) from his boundary to the "T" for access, operation and maintenance purposes. Schrock and Farmer are herein granted a secondary easement ten feet in width (five feet on each side of the pipeline) for access from the "T" to the spring along the existing pipeline (or as the same may be then located) for use by Schrock or Farmer for operation and maintenance purposes as outlined in Paragraph 6 hereof in the event Donald is absent or unable to perform the repairs. Such easement shall be as shown on Exhibit "A".

6. The parties hereto agree that the responsibility for costs of repair, maintenance or replacement of the spring collection network and the pipeline located on Donald's property, but used in common by the parties, shall be one-third (1/3) each. Prior to undertaking repair and maintenance of the system from the springs to the "T," if maintenance costs are contemplated, Donald shall give the parties hereto thirty (30) days mailed notice containing an estimate of the cost of repairs (based on a contractor's estimate if the work is to be accomplished by other than Donald). In the event any maintenance is actually conducted by any party hereto, the cost shall be limited to out of pocket costs, with no reimbursement for personal labor. In the event of an emergency, and in the absence of Donald, after an attempt has been made to alert the other party hereto, any party may do what is necessary to restore the system to working order or to prevent damage to the system. Bills for repairs shall be paid within thirty (30) days after submitted by mail. Parties who have not paid within said thirty (30) days shall not be entitled to water until said bill is paid.

7. If at any time the system has fallen in disrepair, and for that reason only the water available to the parties falls below a total of 600 gallons per day, and after written demand to Donald or his successor the system is not thereafter repaired within thirty (30) days, Schrock or Farmer or their successors ~~may~~ ^{shall} be required to make said repairs, the cost thereof to be shared as set out in Paragraph 6 above.

JUL 02 1990

8. The parties acknowledge that installing devices to measure daily volumes would be expensive. Such will not be required unless unanimously agreed.

9. The parties agree to take all reasonable measures to keep any person from hereafter appropriating or diverting water from the common spring source, unless all agree.

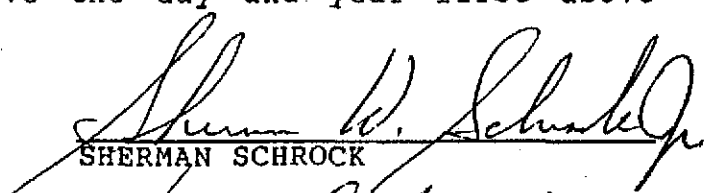
10. So long as the financial obligations for the operation of the system are current, the rights to water hereunder shall not be terminable, and each party shall be deemed the owner of a covenant running with the land in the system for the benefit of his respective parcel.

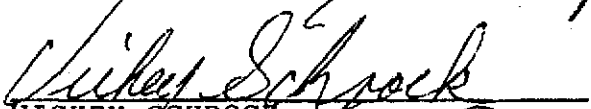
11. Any decision to hereafter further develop the spring area or convert to a subterranean water source in the area of the springs can only be made by a unanimous consensus of the parties hereto.

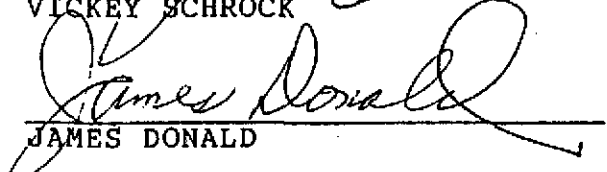
12. Donald covenants that in any subsequent sale of the property where the spring or part of the common system is located, that the parties hereto will be protected to the extent of their rights set out herein.

13. This Agreement and the covenants herein contained shall be binding upon and inure to the heirs, successors, assigns and personal representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the day and year first above written.


SHERMAN SCHROCK


VICKIE SCHROCK


JAMES DONALD


ELIZABETH DONALD

MICROFILMED

JUL 02 1990

Andrew Farmer
ANDREW FARMER

Nancy Farmer
NANCY FARMER

As the successors to the interests of Schrock, the undersigned approve and agree to be bound by the provisions of this Agreement.

Gloria Neff
GLORIA NEFF

Gloria Neff
GLORIA NEFF

STATE OF IDAHO)
County of KOOTENAI) ss.

On this 14 day of November, 1989, before me, a Notary Public, in and for said County and State, personally appeared SHERMAN SCHROCK, known or identified to me to be the individual whose name is subscribed to the within 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 written.

Paul R. Koege
NOTARY PUBLIC FOR IDAHO
Residing at: POST FALLS, ID
My commission expires: 1/21/93

STATE OF IDAHO)
County of KOOTENAI) ss.

On this 14 day of NOVEMBER, 1989, before me, a Notary Public, in and for said County and State, personally appeared VICKEY SCHROCK, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

MICROFILMED

JUL 02 1990

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

Allen D.
NOTARY PUBLIC FOR IDAHO
Residing at: Coeur d'Alene
My commission expires: 4/94

STATE OF IDAHO)
County of Kootenai) ss.

On this 16th day of October, 1989, before me, a Notary Public, in and for said County and State, personally appeared JAMES DONALD, known or identified to me to be the individual whose name is subscribed to the within 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 written.

Dorlene Visser
NOTARY PUBLIC FOR IDAHO
Residing at: Coeur d'Alene, Id.
My commission expires: 4-4-91

STATE OF IDAHO)
County of Kootenai) ss.

On this 16th day of October, 1989, before me, a Notary Public, in and for said County and State, personally appeared ELIZABETH DONALD, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

Dorlene Visser
NOTARY PUBLIC FOR IDAHO
Residing at: Coeur d'Alene, Id.
My commission expires: 4-4-91

MICROFILMED

JUL 02 1990

STATE OF IDAHO)
County of Kootenai) ss.

On this 16th day of October, 1989, before me, a Notary Public, in and for said County and State, personally appeared ANDREW FARMER, known or identified to me to be the individual whose name is subscribed to the within 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 written.

Dorene Kisser
NOTARY PUBLIC FOR IDAHO
Residing at: Coeur d'Alene, Id.
My commission expires: 4-4-91

STATE OF IDAHO)
County of Kootenai) ss.

On this 16th day of October, 1989, before me, a Notary Public, in and for said County and State, personally appeared NANCY FARMER, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

Dorene Kisser
NOTARY PUBLIC FOR IDAHO
Residing at: Coeur d'Alene, Id.
My commission expires: 4-4-91

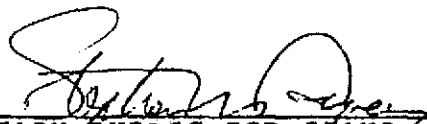
STATE OF IDAHO)
County of Kootenai) ss.

On this 26th day of October, 1989, before me, a Notary Public, in and for said County and State, personally appeared Eugene R. NEFF, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

MICROFILMED

JUL 02 1990

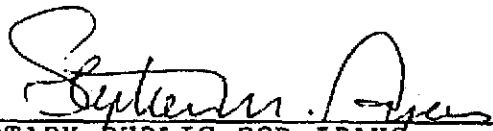
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


NOTARY PUBLIC FOR IDAHO
Residing at: Coeur d'Alene
My commission expires: 12-28-94

STATE OF IDAHO)
County of Kootenai) ss.

On this 26th day of October, 1989, before me, a Notary Public, in and for said County and State, personally appeared Gloria NEFF, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

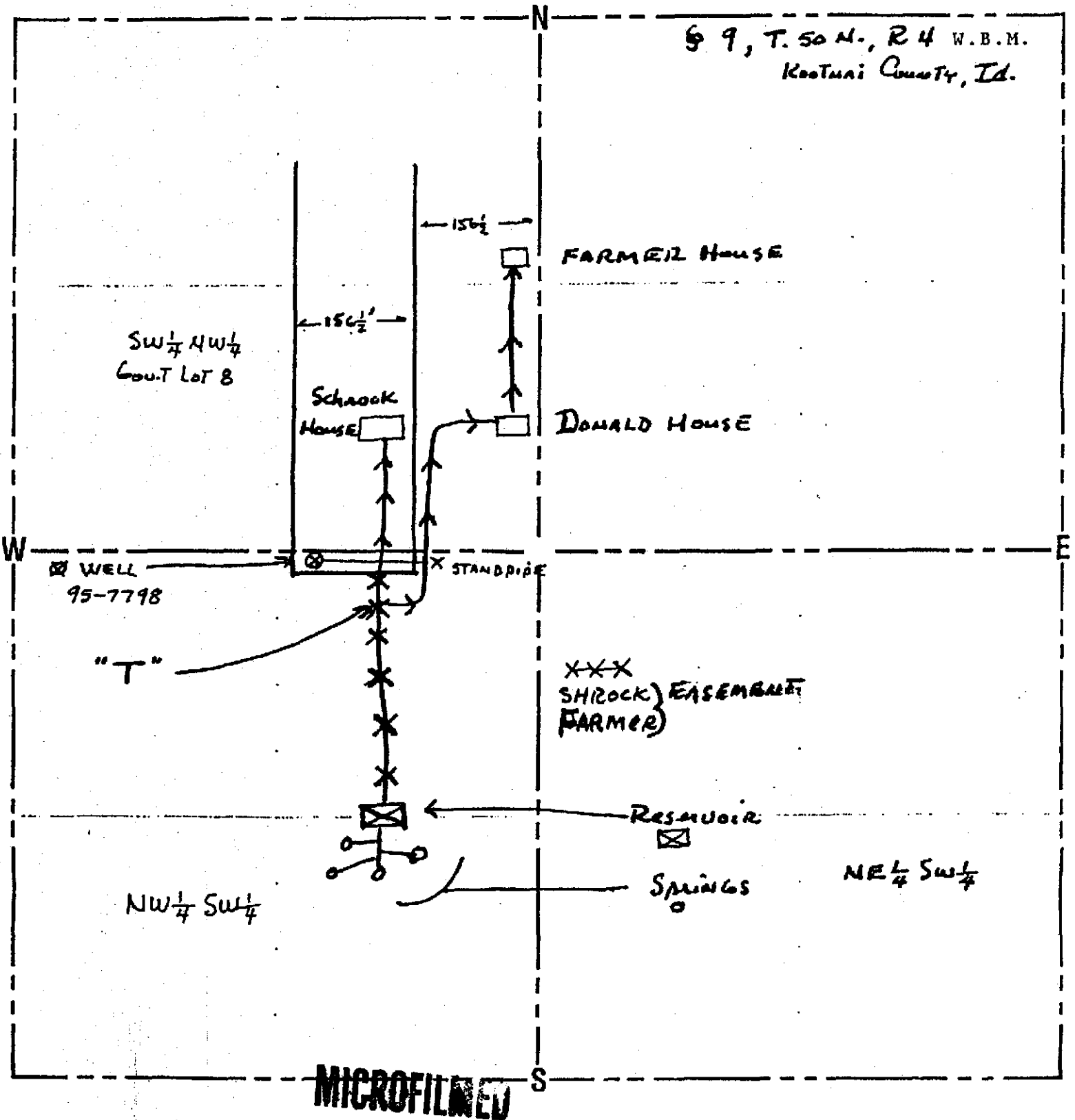

NOTARY PUBLIC FOR IDAHO
Residing at: Coeur d'Alene
My commission expires: 12-28-94

1687m

RECORDED

JUL 02 1990

EXHIBIT "A"



MICROFILMED

JUL 02 1950

For Office Use Only
Fee Received N/A
Date _____
Receipt # _____
Receipt by _____
Reviewed by _____
Sent to region _____

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

PROOF OF BENEFICIAL USE

The Idaho Department of Water Resources will consider this form as a statement that the permit holder(s) has 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 or a completed field examination report prepared by a certified water right examiner who has been appointed by the department.

Permit No. 95-8609

Name(s) of Permit Holder: Nancy J. & for Andrew S Farmer

Post Office Address: N 2700 Foothills Drive Coeur d'Alene ID 83814

Telephone No. 667-0460

Source of Water: unnamed springs

Extent of Use:

Domestic 1 ✓ (number of households) Stockwater _____ (number and type of stock)

Irrigation _____ (acres) Other/Remark _____

Total rate and/or volume for which proof is submitted 02 ✓ cfs _____ acre-feet

Show the date water was first diverted and beneficially used under this permit: 1975

Measuring Device: Required? Yes XNo
Installed? Yes XNo

Fee enclosed \$ NA
(See License Examination Fee Schedule)

Flow Measurement Port: Required? Yes XNo
Installed? Yes XNo

Person to contact to accompany the Department representative during the field examination:

As above

(Name)

(Telephone Number)

(Address)

MICROFILMED

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.

JUN 15 1989

11/23/88
Date

Nancy J. Farmer
Signature of Permit Holder (and title, if appropriate)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Statehouse
Boise, Idaho 83720
(208) 334-7900
April 11, 1989

ANDREW S. FARMER
NANCY J. FARMER
N. 2700 FOOTHILL DR.
COEUR D ALENE, ID 83814

PERMIT APPROVAL NOTICE

RE: PERMIT NO. 95-08609

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.

Sincerely,

GARY SPACKMAN, Supervisor
Water Right Permits Section

GS: SC
Enclosures

MICROFILMED
JUN 15 1989

Form No. 202a.
4/87

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPROPRIATION APPLICATION ANALYSIS SHEET

INITIAL REVIEW BY: WJ DATE: 11-25-88 APPLICATION: 95-809

REQUIRED INFORMATION

- ☒ Name: (If applicant is a corporation or partnership, names must be provided for the director, officers, and other partners.)
- ☒ Address:
- ☒ Source: (See USGS Quad for names of water sources)
- ☒ Point of Diversion: (10 acres for spring, lot & block descriptions for Subdivisions, local name)
- ☒ County:
- ☒ Quantity: (flow and/or volume)
- ☒ Period of use:
- ☒ Nature of proposed use: (Include description of use)
- ☒ Description of diverting works:
- ☒ Time required for beneficial use of water:
- ☒ Place of use or acres irrigated:
- ☒ Map:
- ☒ Signature: (If applicant is corp., partnership, or municipality title of signator is required)
- ☒ Fee:
- ☒ yes ___ No* In form to receipt:

ADDITIONAL INFORMATION

YES NO

- ☐ Overlapping place of use: (Describe source & relationship to present application on the back.)
- ☐ Overlapping point of diversion:
- ☐ Field check required: Field check by: _____
- ☒ Field report attached:
- ☐ Critical groundwater area:
- ☒ Groundwater management area:
- ☒ Send dam safety information:
- ☒ Send power requirement letter:
- ☒ Send fish farm requirement letter:
- ☐ Power residency affidavit:
- ☒ Power efficiency form:
- ☐ Within trust water boundry: (If yes, attach Trust Water Supplementary Analysis Sheet.)
- ☒ Diversion greater than 5 cfs or 500 af: (If yes, attach Large Diversion supplementary analysis sheet.)
- ☒ *REQUEST ADDITIONAL INFORMATION FROM THE APPLICANT

DATE REQUESTED: _____

Additional information on reverse side: _____

RECEIVED
MAR 13 1989

Department of Water Resources

RECEIVED
JAN 26 1989

Department of Water Resources

PROCESSING

YES NO

- ☒ ☐ In form for advertising:
☐ ☒ Statewide advertising:
☒ ☐ Fee amount, receipt number and date recorded on application:

SEND COPIES TO

YES NO

- ☐ ☐ I.D. Health and Welfare
☐ ☐ I.D. Fish and Game
☐ ☐ I.D. Lands
☐ ☐ Adjudication Bureau

YES NO

- ☐ ☐ U.S. BLM
☐ ☐ U.S. Forest Svc.
☐ ☐ Water District # _____
☐ ☐ Other _____

FINAL REGIONAL PROCESSING REVIEW

YES NO

- ☒ ☐ Affidavit of publication received:
☒ ☐ Application published correctly: If not, record action taken.

- ☒ ☐ Publication dates and paper recorded on application:
☒ ☐ Protests received, Final date for protest 1/8/89
☒ ☐ Protests, dates, resolution of protest recorded on application:
☒ ☐ Recommendations attached:
☒ ☐ Measuring device required:
☒ ☐ Measuring port required:
☒ ☐ Water delivered by water master? District # _____
☒ ☐ Special conditions of approval or cover letter: (see additional info. below)
☒ ☐ See Below For Additional Information

Recommended Date of Priority

Recommended by: AWA 11/25/88

Date 1/20/89

STATE OFFICE REVIEW

04

See below for additional information. By KW Date 3/21/89

ADDITIONAL INFORMATION

Overlap Review Conducted ☐ yes ☒ no (If no, explain) SIZE & NATURE

95-08609

FARMER, ANDREW S.
FARMER, NANCY J.
N. 2700 FOOTHILL DR.
COEUR D ALENE, ID 83814

Source: SPRINGS

Tributary: SINKS

Diversion Pt: NENWSW Sec 9 T 50N R 04W

Use: DOMESTIC (.020 CFS)

Date Filed: 11/23/1988

In: T50N R04W S09 Lot 8 (SWNE)

MICROFILMED

JUN 15 1989