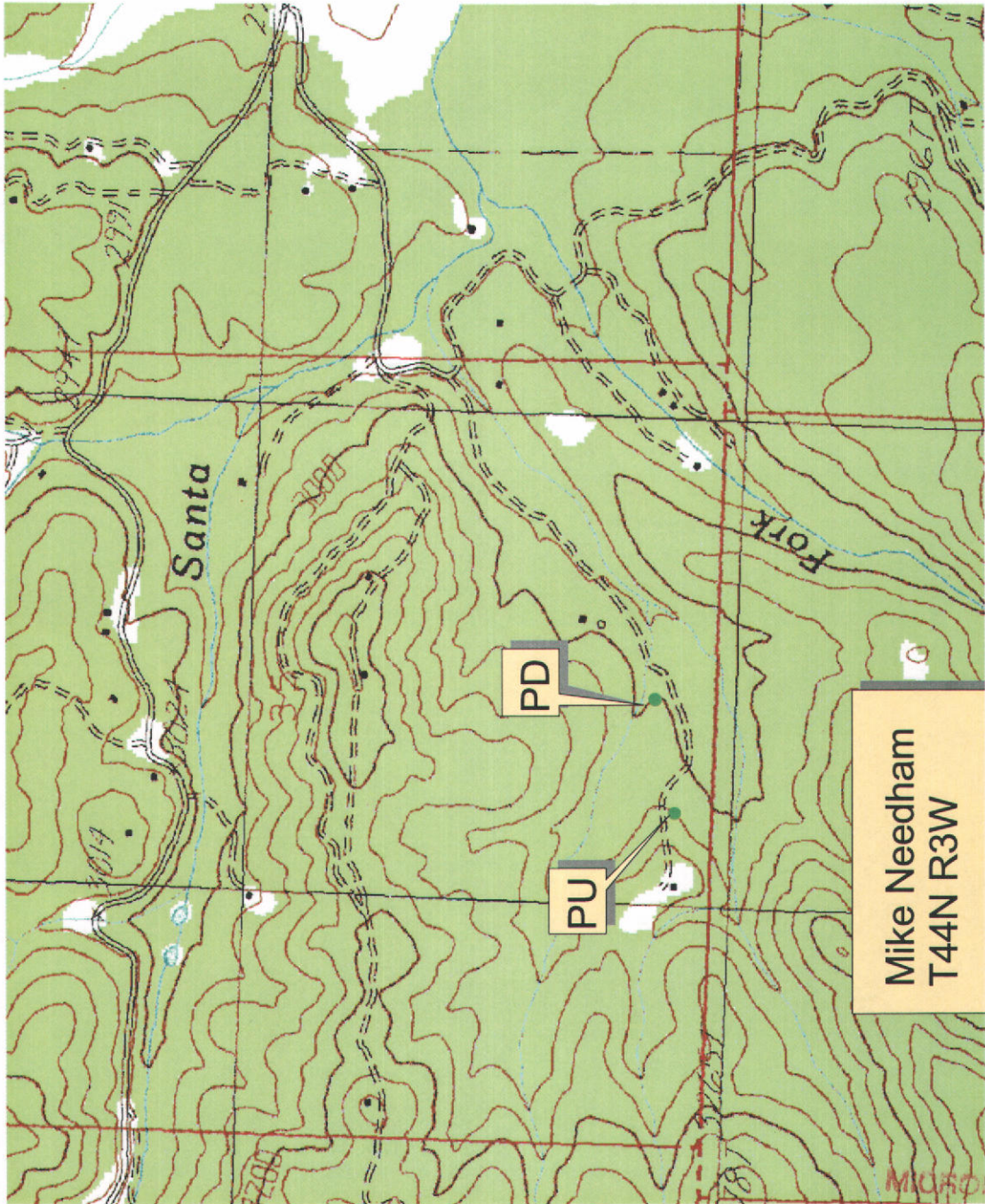
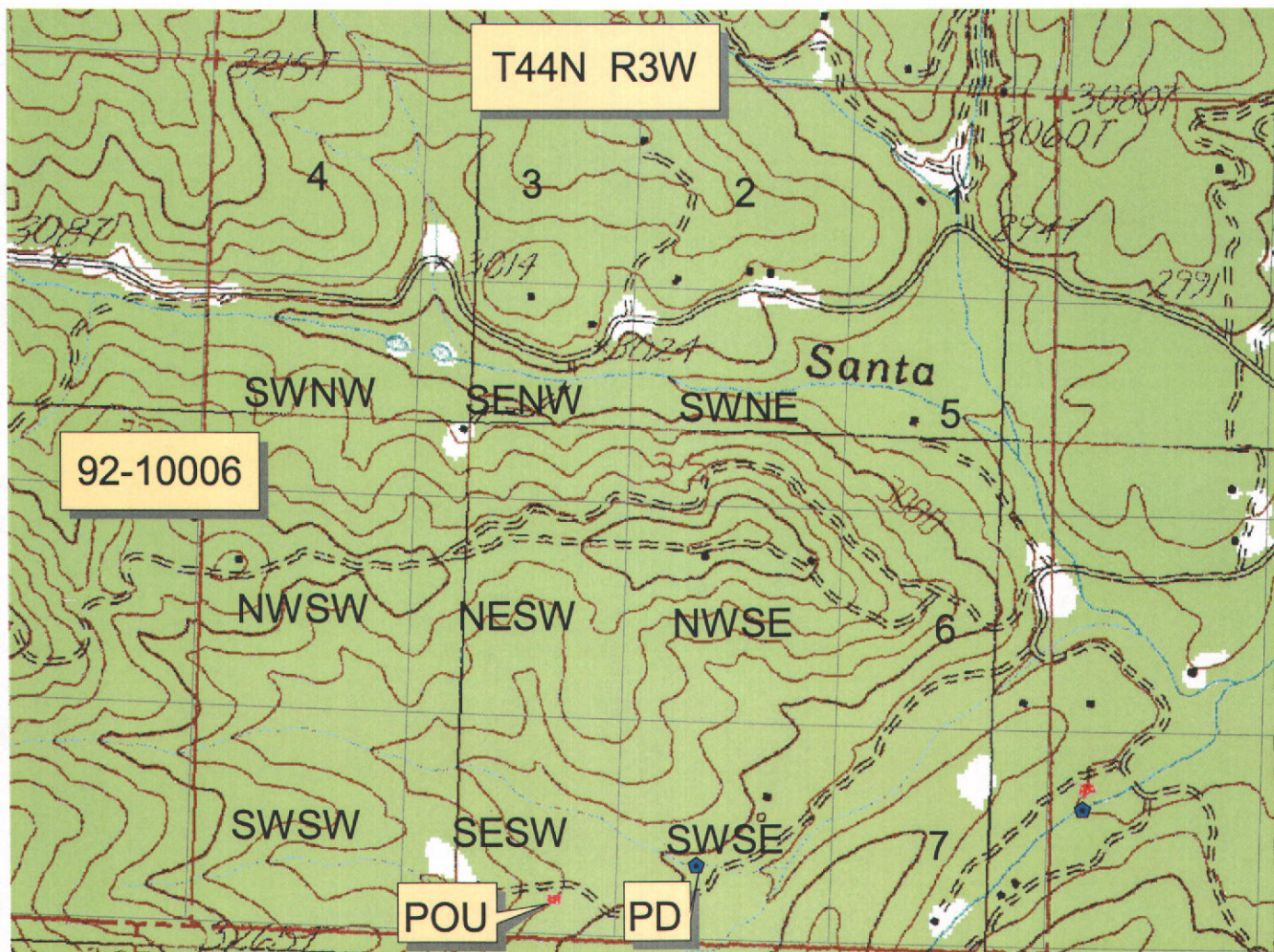


View1



Unknown Units: View1

MAR 26 2003



- GCDB44N03W GCDB
- POD PermitPermit POD
- POU-PermitsPermit POU

MICROFILMED
MAR 26 2003

Filed for Record at Request of

BANTZ AND HEMOVICHATTORNEYS AT LAW
EAST 12818 SPRAGUE AVENUE
SPOKANE, WASHINGTON 99214**Statutory Warranty Deed**

Form 467-C-Rev.

(CORPORATE FORM)

THE GRANTOR REFORESTATION, INC., a Washington corporation

for and in consideration of Ten Dollars and other good and valuable consideration

in hand paid, conveys and warrants to MICHAEL J. NEEDHAM
GREGORY J. NEEDHAMthe following described real estate, situated in the County of
Washington: IDAHO:

BENNEWAY

, State of

GYM PROPERTY:EastHalf (E1/2) SouthWest Quarter (SW1/4), Section 35, Township 44 North,
Range 3 N.B.M., Benneway County, Idaho; and reserving to vendor, its suc-
cessors or assigns 60' easement for ingress and egress and an easement
for public utilities; AND granting to the grantees, their heirs and
assigns easement for ingress and egress over and across all roads which
grantor (seller) herein has the right to travel to reach subject property.IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers
and its corporate seal to be hereunto affixed this day of , 19

REFORESTATION, INC., a Washington corporation

By LOREN E. ROBINSON President

By _____ Assistant Secretary

STATE OF WASHINGTON, }
County of Spokane } ss.On this day of , 19 before me, the undersigned,
a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared
BILL J. JOYNER and LOREN E. ROBINSON
to me known to be the PRESIDENT and ASSISTANT SECRETARY,
REFORESTATION, INC., a Washington corporation
the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and
voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that
they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said
corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

MICROFILMED
MAR 26 2003Notary Public in and for the State of Washington,
residing at Spokane.

State of Idaho
Department of Water Resources
Permit to Appropriate Water

NO. 92-10006

Priority: August 12, 2002

Maximum Diversion Rate: 0.01 CFS

This is to certify, that MICHAEL J NEEDHAM
PO BOX 25
TENSED ID 83870

has applied for a permit to appropriate water from:

Source: UNNAMED STREAM Tributary: SANTA CREEK

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>
FISH PROPAGATION	01/01 to 12/31	0.01 CFS

LOCATION OF POINT(S) OF DIVERSION:

UNNAMED STREAM SW¼SW¼SE¼ Sec. 35, Twp 44N, Rge 03W, B.M. BENEWAH County

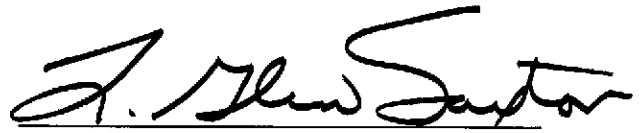
PLACE OF USE: FISH PROPAGATION

Twp Rge Sec	NE				NW				SW				SE				
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
44N 03W 35												X					

CONDITIONS OF APPROVAL

1. Proof of application of water to beneficial use shall be submitted on or before **December 1, 2007**.
2. Subject to all prior water rights.
3. Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which permit holder had no control.
4. This right does not grant any right-of-way or easement across the land of another.
5. Use of water under this approval shall comply with applicable water quality standards of the Department of Environmental Quality.
6. The right holder shall not divert water at a rate exceeding what is reasonably necessary for the beneficial use authorized by this right.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code. Witness the signature of the Director, affixed at Boise, this 26th day of November, 2002.


for KARL J DREHER, Director

MICROFILMED

MAR 26 2003

70104

Ident. No. 92-10006

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

RECEIVED

NOV 19 2002

To appropriate the public waters of the State of Idaho Department of Water Resources

1. Name of Applicant MICHAEL J. NEEDHAM Phone 208-245-3151
Mailing address POB 25 TENSED, IDAHO 83870
2. Source of water supply Unnamed Stream which is a tributary of Santa Creek
3. Location of point of diversion is Township 44 N Range 3 W Sec. 35 in the SW $\frac{1}{4}$,
SW $\frac{1}{4}$, SE $\frac{1}{4}$, Govt. Lot _____, B.M., Benewah County;
additional points of diversion if any: _____
4. Water will be used for the following purposes:
Amount 0.01 for Fish Propagation 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)
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) 0.01 and/or (b) _____
cubic feet per second acre feet per annum
6. Proposed diverting works:
 - a. Describe type and size of devices used to divert water from the source pump + pipeline
 - b. Height of storage dam NA feet; active reservoir capacity _____ acre-feet; total
reservoir capacity _____ acre-feet
 - c. Proposed well diameter is NA inches; proposed depth of well is _____ feet
 - d. Is ground water with a temperature of greater than 85°F being sought? _____
 - e. If well is already drilled, when? _____; Drilling firm _____
Well was drilled for (well owner) _____; 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. _____
 - d. Domestic; show number of households. _____
 - e. Other; describe fully. Fish Propagation

MICROFILMED
MAR 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	
44N	3W	35												H					

Total number of acres to be irrigated _____

10. Describe any other water rights used for the same purposes as described above. 92-7203

11. a. Who owns the property at the point of diversion? Benawah County

b. Who owns the land to be irrigated or place of use? Applicant

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: Attached Irregular Egress easement

12. Remarks: _____

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.

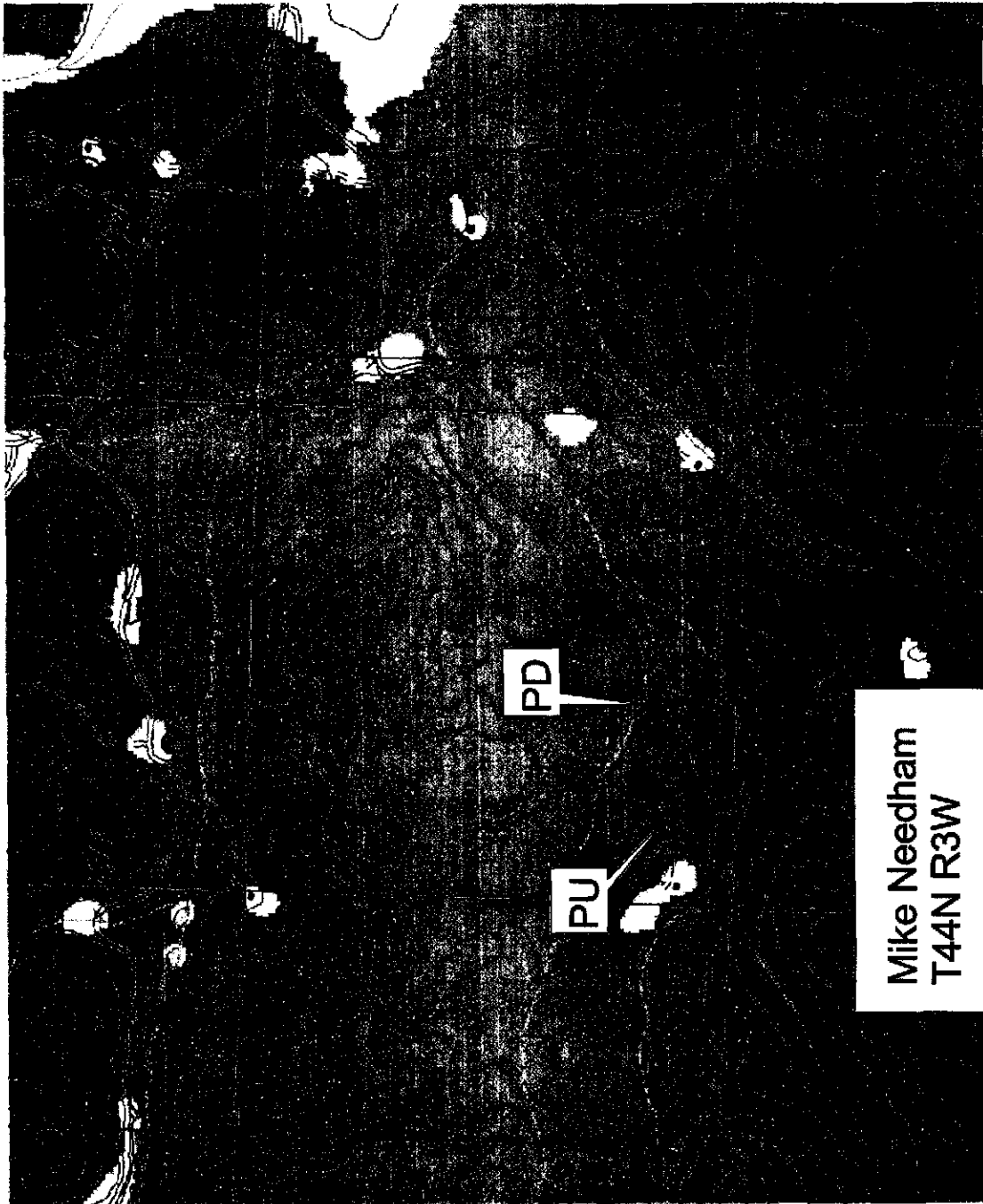
Michael J. Needham
Signature of Applicant (and title, if applicable)

MICROFILMED

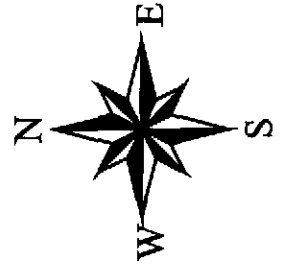
MAR 26 2003

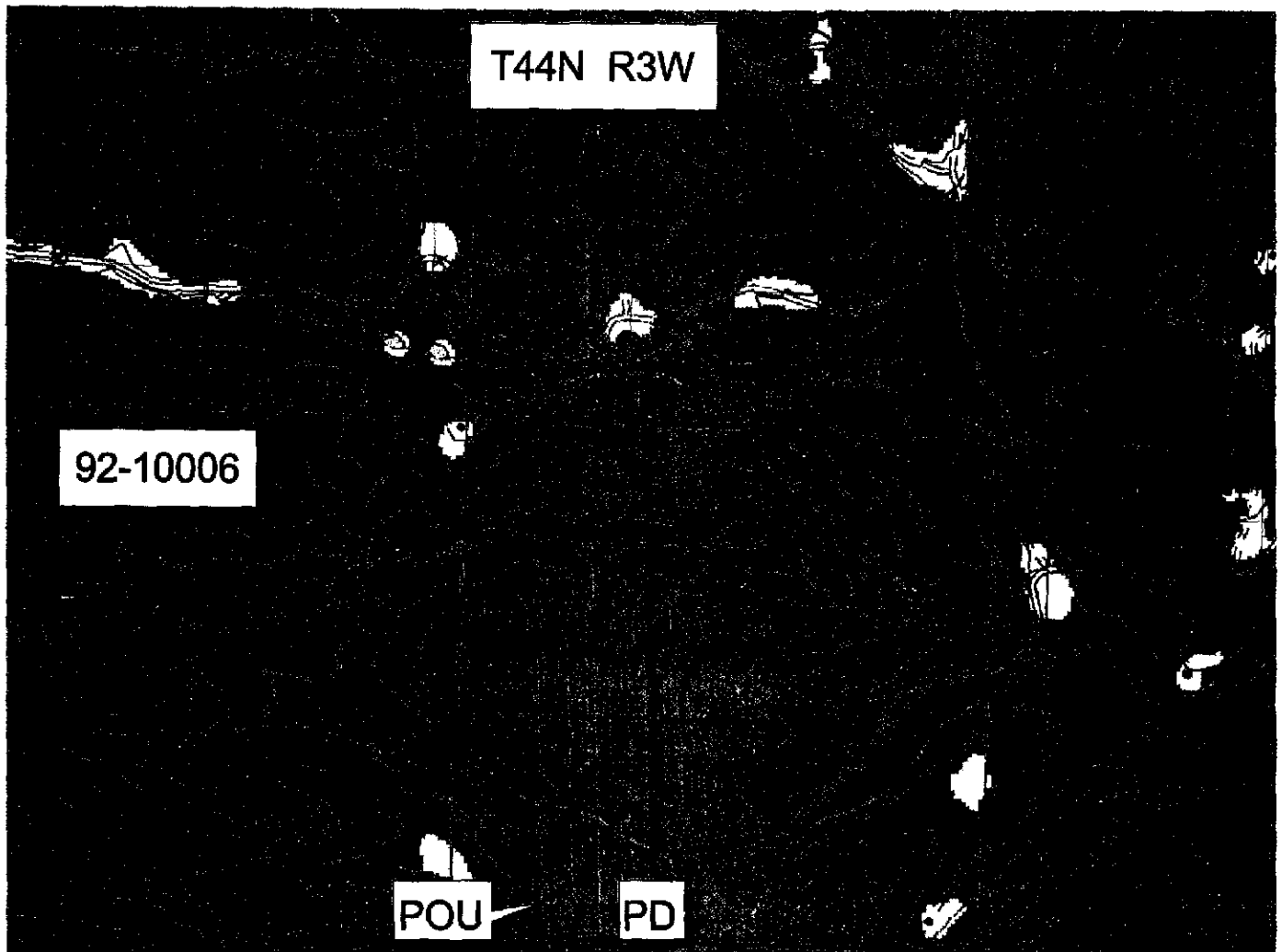
Received by DL Date 8/12/02 Time 10:00a Preliminary check by _____
 Fee \$ 100 Received by DL # NO 15207 Date 8/12/02
 Publication prepared by DL Date 8/28/02 Published in Idaho State Gazette 9/4+11/02
 Publication approved DL Date 9/19/02

View1

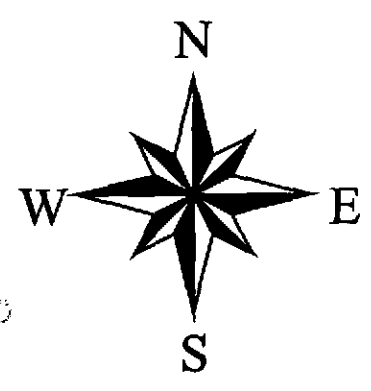


● Mike1.shp





-  GCDB44N03W GCDB
-  POD PermitPermit POD
-  POU-PermitsPermit POU



MICROFILMED
SEP 22 2003

SALE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 197____,
 by and between REFORESTATION, INC., a Washington corporation, _____ as vendor,
 and MICHAEL J. NEEDHAM _____ as purchasers,
 witnesseth: GREGORY J. NEEDHAM

That the vendor agrees to sell to the purchaser and the purchaser agrees to purchase from the vendor, upon the terms and conditions hereinafter set forth, the following described real property situated in BENEWAH County, State of IDAHO, to wit:

See attached addendum for legal description of GYH PROPERTY, also note Addendum:

The total purchase price of said property is the sum of \$ 14,000.00, of which \$ 700.00 has been paid, receipt of which is hereby acknowledged. The balance of \$ 13,300.00, shall be paid at the rate of \$ 135.00, or more per month. The first monthly payment shall be due and payable on or before the _____ day of _____, 197____, and a like amount or more on or before the _____ day of each and every calendar month thereafter, until principal and interest is paid in full. Payments shall include interest at the rate of 8 % per annum, computed on the unpaid balances. Payments shall apply first to interest and the remainder to principal. Vendor agrees that purchaser may, at any time, fully prepay the then unpaid balance of the cash price and the then accrued FINANCE CHARGE owing thereon without penalty of any kind whatsoever. The "Total of Payments" is payable by purchaser in approximately 161 months at the monthly rate set out above, which includes principal and interest. The FINANCE CHARGE applies on all deferred payments from the date of this contract. All payments shall be made in lawful money of the United States to the vendor at its office in Spokane, Washington, or at such other place or places as the vendor may hereinafter from time to time designate.

1. Cash Price	\$ <u>11,900.00</u>
2. Less: Cash Down Payment	\$ <u>700.00</u>
3. Unpaid Balance of Cash Price—Amount Financed	\$ <u>11,200.00</u>
4. FINANCE CHARGE	
a. Time - Price Differential (Discount 15% if purchased for cash)	\$ <u>2,100.00</u>
b. Interest (8% per annum on reducing balance)	\$ <u>8,390.00</u>
c. Escrow fee (currently 7.88 per annum)	\$ <u>110.32</u>
d. TOTAL FINANCE CHARGE	\$ <u>10,600.32</u>
5. Deferred Payment Price (1+4) (Contract Purchase Price Plus Charges)	\$ <u>22,500.00</u>
6. Total of Payments (3+4)	\$ <u>21,800.32</u>
7. ANNUAL PERCENTAGE RATE <u>11.25</u> %	

At the time of the final payment hereunder the escrow agent shall deduct the cost of documentary and revenue stamps due on the deed before making remittance to the vendor.

This agreement is binding upon and shall inure to the benefit of the parties hereto, their heirs, representatives and assigns.

The purchaser agrees to commit no waste and to pay all taxes and assessments on said property before the same shall become delinquent, and the purchaser shall not cut or sell any timber until such time as this contract is paid in full, except for use on the property for fence and building purposes. All domestic animals must be fenced within the boundaries of the subject property.

The purchaser shall have possession of said property the date of this contract and shall continue in such possession so long as the terms of this agreement are fully complied with.

Should the purchaser fail to make the payments or to keep and perform any of the covenants and agreements herein mentioned, the same shall constitute a forfeiture of this agreement and thereupon the vendor, at its option, may declare such forfeiture by written notice to the purchaser. In case the purchaser shall be delinquent in his payments more than ten (10) days and a Notice of Forfeiture is sent as herein provided, the purchaser agrees to pay to the escrow holder for the vendor's cost in the preparation of said Notice the sum of Twenty-five Dollars (\$25.00) as a condition precedent to the reinstatement of this contract.

At the expiration of thirty days, the terms of this agreement meanwhile not having been complied with, the vendor may enter into said premises and take possession of them, and this agreement shall be at an end and null and void, and the purchaser shall forfeit to the vendor as liquidated damages all payments made hereunder, and immediately surrender possession of said premises. But the failure of the vendor to declare a forfeiture at any time upon violation of any of the terms of this contract by the purchaser shall be deemed only an indulgence by the vendor of that particular time and shall not be construed to be a waiver of any rights of the vendor specified herein. Any notice, demand or communication to be given by either party to this contract to the other party shall be in writing and transmitted to the other party by certified mail addressed to the vendor at 12815 East Sprague Avenue, Spokane, Washington 99214, and to the purchaser at

Michael J. Needham and Gregory J. Needham (brothers)
226 Sweet Briar Place

Paramus, New Jersey 07652

provided that either party may change his place of address by notice to the other party given as herein provided. The mailing and certifying of any such notice, demand or communication as herein provided shall be a sufficient service thereof and service in any other manner shall be sufficient only if receipt thereof be acknowledged in writing by the party who is served.

The purchaser hereunder assumes all risk of loss or damage from any and all causes to the whole or any part of the property covered hereby, and such loss or damage shall not affect any of the obligations of the purchaser under this contract.

It being understood, however, that for the purpose of this instrument, reservations in the form of patents or deeds commonly used by the United States of America shall not be considered as incumbrances.

The vendor agrees to furnish policy of title insurance certified to the date hereof and has made a good and sufficient deed conveying said premises to the purchaser, both showing title in vendor free and clear of all liens and incumbrances, except easements, restrictions, and reservations more specifically set forth, in this contract, the warranty deed covering the property or the title insurance policy.

It is agreed that said deed, together with this agreement, shall be placed in escrow with the

which is hereby appointed escrow agent hereunder. Said escrow agent is hereby authorized to receive monies under the terms of this agreement and to issue the vendor's receipts therefor, and when the terms of this agreement are fully complied with, to deliver said deed and escrow papers to the purchaser. Each of the parties hereto agree to pay one-half of the escrow fee charged by the escrow agent.

The purchaser hereunder may have the right to rescind this transaction until midnight of the 3rd business day following the date of mailing of the conformed contract by notifying the vendor by mail, telegram or other writing of his intention to do so.

Time is the essence of this agreement.

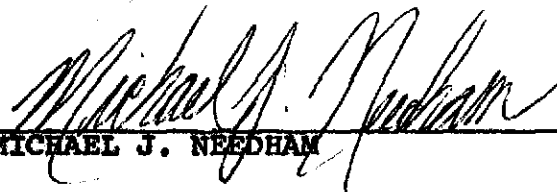
ATTEST:
BY:

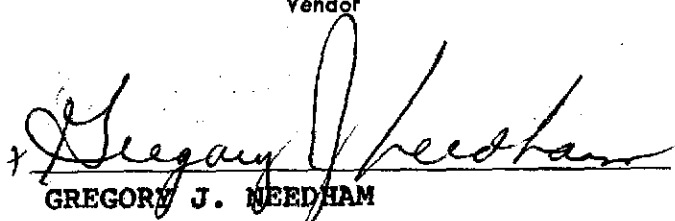
REFORESTATION, INC., a Washington Corporation
BY:

Assistant Secretary

President

Vendor


MICHAEL J. NEEDHAM


GREGORY J. NEEDHAM

Purchasers

STATE OF WASHINGTON
COUNTY OF SPOKANE }

ss.

On this

day of

before me personally appeared

BILL J. JOYNER and LOREN E. ROBINSON

to me known to be the PRESIDENT and ASSISTANT SECRETARY, respectively, of the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington,
residing at Spokane.

NOTICE: See other side for important information.

MICROFILMED
MAR 18 2003

GYH PROPERTY:

EastHalf (E1/2) Southwest Quarter (SW1/4), Section 35, Township 44 North, Range 3 W.B.M., Benewah County, Idaho; and reserving to vendor, its successors or assigns 60' easement for ingress and egress and an easement for public utilities; AND granting to the purchasers, their heirs and assigns easement for ingress and egress over and across all roads which grantor (seller) herein has the right to travel to reach subject property.

ADDENDUM

It is hereby understood and agreed that the above described property is subject to a first contract of purchase wherein Reforestation is purchasing it and other property from Douglas Gonyea, et al, said contract providing for Deed Releases upon proper presentation of payment and upon a stipulated order of release. Reforestation covenants and purchaser hereby agrees that the released deed for the above described property shall be paid for and title insurance placed in purchasers' name no later than July 31, 1974.

Approximate corners will be placed on this eighty (80) acres prior to July 31, 1974.

[Signature] x *Douglas Gonyea*

MICROFILMED

SEP 2 1974

THIS SPACE RESERVED FOR RECORDER'S USE:

Filed for Record at Request of

BANTZ AND HEMOVICH

ATTORNEYS AT LAW
EAST 12015 SPRAGUE AVENUE
SPOKANE, WASHINGTON 99216

Statutory Warranty Deed

Form 467-C-Rev.

(CORPORATE FORM)

THE GRANTOR REFORESTATION, INC., a Washington corporation

for and in consideration of Ten Dollars and other good and valuable consideration

MICHAEL J. NEEDHAM
in hand paid, conveys and warrants to GREGORY J. NEEDHAM

the following described real estate, situated in the County of
Washington: IDAHO:

REFORESTATION

, State of

CYH PROPERTY:

EastHalf (E1/2) SouthWest Quarter (SW1/4), Section 35, Township 44 North,
Range 3 W.B.M., Benewah County, Idaho; and reserving to vendor, its suc-
cessors or assigns 60' easement for ingress and egress and an easement
for public utilities; AND granting to the grantees, their heirs and
assigns easement for ingress and egress over and across all roads which
grantor (seller) herein has the right to travel to reach subject property.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers
and its corporate seal to be hereunto affixed this day of , 19

REFORESTATION, INC., a Washington corporation

By _____ President

By _____ Assistant Secretary

STATE OF WASHINGTON, }
County of Spokane } ss.

On this day of , 19 before me, the undersigned,
a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

BILL J. JOYNER and LOREN E. ROBINSON
to me known to be the PRESIDENT and ASSISTANT SECRETARY,

REFORESTATION, INC., a Washington corporation
the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and
voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that
they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said
corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

MICROFILMED

Notary Public in and for the State of Washington,
residing at Spokane.

MAR 26 2003



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

November 27, 2002

MICHAEL J NEEDHAM
PO BOX 25
TENSED ID 83870

RE: Permit No. 92-10006

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.

Please note that a separate stream channel alteration permit must be obtained from the Department prior to any activity in the stream channel other than construction or maintenance of the diversion structure for your water right(s). Applications for stream channel alteration permits must be filed a least sixty days prior to the commencement of work in the stream.

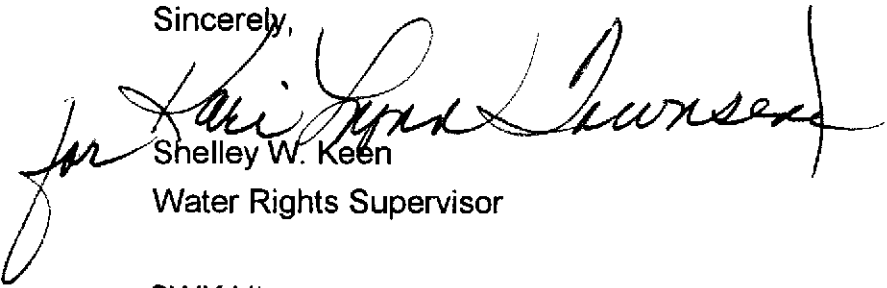
MICROFILMED

NOV 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 208-327-7946.

Sincerely,



for Shelley W. Keen

Water Rights Supervisor

SWK:klt

Enclosure(s)

MICROFILMED

MAR 25 2003

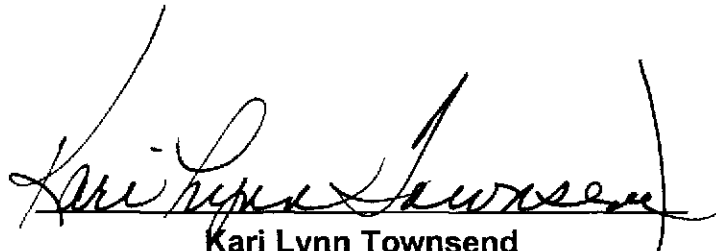
CERTIFICATE OF SERVICE

I hereby certify that on November 27, 2002 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.

92-10006

**MICHAEL J NEEDHAM
PO BOX 25
TENSED ID 83870**



**Kari Lynn Townsend
Secretary**

MICROFILMED

MAR 28 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.

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

W.R. # 92-10006

APPLICATION ID # 70104
INITIAL REVIEW

ENT. 8/19 BCA 9/19 OK to Publish 8/19

APPLICANT: Needham

BY: RJA DATE: 8/19/02

ITEM REQUIRED INFORMATION

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

**RECEIVED
NOV 19 2002**

Department of Water Resources

PROCESSING

(Yes)(No) PRIORITY DATE: 8/12/02
☒ (Include Moratorium Remark)
☒ Statewide Advertising: (Diversion rate greater than 10 cfs or 1,000 af).
 sm/Wed/ok
 ADVERTISE IN: Benevolence Count

LETTERS SENT REQUESTING:

☐ Dam Information ☐ Fish Information
☐ Power Information ☐ Other: _____

INFORMATION RECEIVED:

☐ Dam Information ☐ Fish Information
☐ Power Information ☐ Other: _____

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 # _____

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: _____

FINAL REGIONAL PROCESSING/REVIEW

(Yes)(No)
 _____ Notice of pending void order issued. Final order response date: _____
 _____ Further information required from applicant
9/19 _____ Affidavit of publication received
9/19 _____ Application published correctly. If not, record action taken: _____
8/28 _____ Publication dates and paper recorded on application
 _____ ☒ Protests received, Final protest date: 9/12/02 | Sr. Agent initial _____
 _____ ☒ Measuring device required
 _____ ☒ Measuring port required
 _____ ☒ Special conditions: _____
 _____ ☒ Special conditions of approval supplement and/or cover letter attached: _____

Approval Recommended by: _____

RJA

Date: 11/15/2002

RECEIVED

SEP 19 2002

IDWR/North

Affidavit of Publication

STATE OF IDAHO

County of Benewah, ss.

Cynthia Ann Hammes, being first duly sworn on oath, deposes and says that she is vice president of The Corporation, owner of the St. Maries Gazette Record, a weekly newspaper printed and published at St. Maries, Benewah County, State of Idaho; the St. Maries Gazette Record is a newspaper having general circulation in Benewah County, State of Idaho, and has been continuously and uninterruptedly published in Benewah County, State of Idaho, during a period of more than seventy-eight consecutive weeks prior to the first publication of notice of advertisement herein.

That the notice, of which the one hereto attached is a true copy, was published in said newspaper for a period of two issues, the first publication being on the 4 day of September, 2002 and the last on the 11 day of September, 2002.

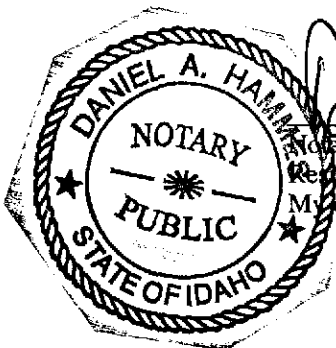
That said newspaper was regularly distributed to its subscribers during the time of the same period; that said notice was published in the regular and entire issue of said paper.

Dated this 11 day of September, 2002.

Cynthia Ann Hammes

STATE OF IDAHO)
COUNTY OF BENEWAH)

On this 11 day of September, in the year of 2002
before me, a Notary Public, personally appeared Cynthia Ann Hammes, known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that she executed the same.



Daniel C. Hammes
Notary Public for Idaho
Residing at St. Maries, Idaho
My commission expires: 07-13-2007

Water application

The following application(s) have been filed to appropriate the public waters of the state of Idaho: 92-10006

MICHAEL J. NEEDHAM
P O BOX 25

TENSEN ID 83870

Point(s) of Diversion SWSWSE S35 T44N R03W BENEWAH County
Source UNNAMED STREAM Tributary to SANTA CREEK

Use: FISH PROPAGATION 01/01 to 12/31

Total Diversion: 0.01 CFS

0.01 CFS

Dated Filed: 08/12/2002

Place Of Use: FISH PROPAGATION
T44N R03W S35

SESW

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 09-23-2002. The protestant must also send a copy of the protest to the applicant.

KARL J. DREHER, Director
9/4 and 9/11/2002.
5372 Sept. 4-Sept. 11
Published in the St. Maries Gazette on

MICROFILM

MAR 26 2003

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Total Diversion: 0.01 CFS

Date Filed: 08/12/2002

Place Of Use: FISH PROPAGATION

T44N R03W S35 SESW

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KARL J DREHER, Director Published in the St Maries Gazette on 9/4 and 9/11/2002.

MICROFILMED

MAR 26 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

August 28, 2002

LEGAL NOTICE DEPARTMENT
ST MARIES GAZETTE RECORD
610 MAIN AVE
ST MARIES ID 83861-1838

FAXED TO 208-245-4011 - 8/28/02
TWO (2) PAGES
Please call to acknowledge receipt of FAX
Thank you, Dianne

RE: Application for Permit No. 92-10006

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 09/23/2002. Your cooperation is greatly appreciated.

Sincerely

Thanks to you

Dianne

Dianne Ball
Administrative Assistant

MICROFILMED

SEP 2 6 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

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

August 28, 2002

MICHAEL J NEEDHAM
PO BOX 25
TENSED ID 83870

RE: Application for Permit No 92-10006

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 St Maries Gazette on September 4 and 11, 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

Enclosure - Receipt No. N015207

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MAR 23 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

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

August 19, 2002

RAY HENNEKEY
STATE OF IDAHO
DEPT OF FISH & GAME
2750 KATHLEEN AVE
COEUR D ALENE, ID 83814

*Scanned & emailed
to Ray 8/19/02*

Application to Permit No. 92-10006 - NEEDHAM

Dear Ray:

Enclosed is a copy of the above referenced application. Please review the application, complete the enclosed recommendation form, and submit it to this office within two weeks.

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

Sincerely,

Dianne

Dianne Ball
Administrative Assistant

Enclosure(s)

MICROFILMED

SEP 10 2002

Ball, Dianne

From: Ball, Dianne
Sent: Monday, August 19, 2002 3:42 PM
To: Ray Hennekey IDFG Cd'A (E-mail)
Subject: WR App needing your comments by 9/3/02



Document1.TIF

*

Thanks, Ray,
Dianne

MICHAEL L. BROWN

AUG 23 2002